

ISSUER DEED OF CHARGE

28 NOVEMBER 2006

BETWEEN

FOSSE MASTER ISSUER PLC
(the Issuer)

ALLIANCE & LEICESTER PLC
(the Issuer Cash Manager and Issuer Account Bank)

LAW DEBENTURE TRUST COMPANY OF NEW YORK
(the Issuer Security Trustee and Note Trustee)

CITIBANK, N.A. (London Branch)
(the Principal Paying Agent, the Registrar, the Transfer Agent, the Exchange Rate Agent and the Agent Bank)

CITIBANK, N.A. (New York Branch)
(the US Paying Agent)

ABN AMRO BANK N.V., London Branch
(the Issuer Swap Provider)

UBS AG, London Branch
(the Issuer Swap Provider)

and

STRUCTURED FINANCE MANAGEMENT LIMITED
(the Issuer Corporate Services Provider)

ALLEN & OVERY

Allen & Overy LLP

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THIS DEED is dated 28 November 2006

- (1) **FOSSE MASTER ISSUER PLC**, a company incorporated in England and Wales with limited liability (registered number 5925693), and having its registered office at 35 Great St. Helen's, London EC3A 6AP (the **Issuer**);
- (2) **ALLIANCE & LEICESTER PLC**, a public limited company incorporated in England and Wales with limited liability (registered number 03263713), whose registered office is at Carlton Park, Narborough, Leicester LE19 0AL (acting in its capacity as the **Issuer Cash Manager** appointed by the Issuer under the Issuer Cash Management Agreement);
- (3) **ALLIANCE & LEICESTER PLC**, a public limited company incorporated in England and Wales with limited liability (registered number 03263713), whose registered office is at Carlton Park, Narborough, Leicester LE19 0AL (acting in its capacity as the **Issuer Account Bank** appointed by the Issuer under the Issuer Bank Account Agreement);
- (4) **LAW DEBENTURE TRUST COMPANY OF NEW YORK**, acting through its offices at 767 Third Avenue – 31st Floor, New York, New York 10017 (acting in its capacity as the **Issuer Security Trustee**, which expression includes such company and all other persons or companies for the time being acting as security trustee or security trustees under this Deed);
- (5) **LAW DEBENTURE TRUST COMPANY OF NEW YORK**, acting through its offices at 767 Third Avenue – 31st Floor, New York, New York 10017 (acting in its capacity as the **Note Trustee**, which expression includes such company and all other persons or companies for the time being acting as trustee or trustees for the Noteholders under the Note Trust Deed);
- (6) **CITIBANK, N.A.** whose London branch address is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Principal Paying Agent**);
- (7) **CITIBANK, N.A.** whose London branch address is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacities as the **Registrar and Transfer Agent**);
- (8) **CITIBANK, N.A.** whose London branch address is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Agent Bank**);
- (9) **CITIBANK, N.A.** whose London branch address is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Exchange Rate Agent**);
- (10) **CITIBANK, N.A.** whose address is 14th Floor, 388 Greenwich Street, New York, New York 10013 (acting in its capacity as the **U.S. Paying Agent**);
- (11) **ABN AMRO BANK N.V., London Branch** whose address is 250 Bishopsgate, London EC2M 4AA (acting in its capacity as an **Issuer Swap Provider**);
- (12) **UBS AG** whose address is 100 Liverpool Street, London EC2M 2RH (acting in its capacity as an **Issuer Swap Provider**); and
- (13) **STRUCTURED FINANCE MANAGEMENT LIMITED** a company incorporated in England and Wales with limited liability (registered number 03853947), whose registered office is at 35 Great St. Helen's, London EC3A 6AP (acting in its capacity as the **Issuer Corporate Services Provider** appointed by the Issuer under the Issuer Corporate Services Agreement).

BACKGROUND:

- (A) On or about the date of this Deed, the Issuer will issue the Series 2006-1 Notes and the Issuer and the other parties will enter into the Issuer Transaction Documents in order to consummate the transactions described in the Prospectus.
- (B) The Issuer has agreed to provide the Issuer Security to secure the Issuer Secured Obligations.
- (C) The Issuer Security Trustee has agreed to hold the benefit of the Issuer Security on trust for the benefit of the Issuer Secured Creditors subject to the terms and conditions of this Deed.
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Construction

- (a) The master definitions and construction schedule signed by, amongst others, Alliance & Leicester plc and dated 28 November 2006 (as the same may be amended, varied or supplemented from time to time with the consent of the parties to this Deed) (the **Master Definitions and Construction Schedule**) and the issuer master definitions and construction schedule, signed by, amongst others, the parties to this Deed (as the same may be amended, varied or supplemented from time to time with the consent of the parties to this Deed) (the **Issuer Master Definitions and Construction Schedule**) are expressly and specifically incorporated into this Deed and, accordingly, the expressions defined in the Master Definitions and Construction Schedule and the Issuer Master Definitions and Construction Schedule shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Deed, including the recitals thereto.
- (b) This Deed will be construed in accordance with the rules of construction set out in the Issuer Master Definitions and Construction Schedule.
- (c) If there is any conflict between the provisions of the Master Definitions and Construction Schedule, the Issuer Master Definitions and Construction Schedule and the provisions of this Deed, the provisions of this Deed will prevail.
- (d) The term **this Deed** means this Deed and any deed executed in accordance with, or expressed to be supplemental to, this Deed.
- (e) Any covenant of the Issuer under this Deed (other than a payment obligation) shall remain in force during the Issuer Security Period.
- (f) The terms of the other Issuer Transaction Documents are incorporated in this Deed to the extent required to give effect thereto and/or to ensure that any purported disposition contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989 (the **LP(MP) Act**).
- (g) Unless the context otherwise requires, a reference to an Issuer Charged Property includes the proceeds of sale of that Issuer Charged Property.

- (h) The term **full title guarantee** will be construed in accordance with the LP (MP) Act but so that the covenants implied by the LP (MP) Act in respect of the Issuer Security do not include:
 - (i) the words "other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about" in section 3(1)(b) of the LP (MP) Act; and
 - (ii) section 6(2) of the LP (MP) Act.

2. SECURITY TRUST

2.1 Declaration of Trust

The Issuer Security Trustee holds all of the covenants, undertakings, Security Interests and other rights and benefits made or given under this Deed and the other Issuer Transaction Documents on trust for itself and the other Issuer Secured Creditors upon and subject to the terms and conditions of this Deed.

3. CREATION OF ISSUER SECURITY

3.1 General

- (a) All the Issuer Security:
 - (i) is created in favour of the Issuer Security Trustee for itself and as trustee on behalf of the other Issuer Secured Creditors;
 - (ii) is created over the present and future assets of the Issuer;
 - (iii) is security for the payment or discharge of the Issuer Secured Obligations; and
 - (iv) is made with full title guarantee, or in relation to any rights or assets situated in (A) Northern Ireland or governed by Northern Irish law, as beneficial owners and (B) Scotland or otherwise governed by Scots law, with absolute warrandice.
- (b) The term **all of its rights** as used in this Clause includes, unless the context requires otherwise:
 - (i) the benefit of all covenants, undertakings, representations, warranties and indemnities;
 - (ii) all powers and remedies of enforcement and/or protection;
 - (iii) all rights to receive payment of all amounts assured or payable (or to become payable), all rights to serve notices and/or to make demands and all rights to take such steps as are required to cause payment to become due and payable; and
 - (iv) all causes and rights of action in respect of any breach and all rights to receive damages or obtain other relief in respect thereof,

in each case, in respect of the relevant Issuer Charged Property.

3.2 Contracts

The Issuer assigns by way of first fixed security (or, to the extent not assignable, charges by way of a first fixed charge) all of its rights in respect of the Issuer Charged Documents (without prejudice to, in respect of any Issuer Swap Agreement, and after giving effect to, any contractual netting provision contained in such agreement).

3.3 Issuer Accounts

The Issuer charges by way of a first fixed charge all of its rights in respect of:

- (a) any amount standing from time to time to the credit of the Issuer Accounts;
- (b) all interest paid or payable in relation to those amounts; and
- (c) all debts represented by those amounts.

3.4 Authorised Investments

The Issuer charges by way of a first fixed charge all of its rights in respect of:

- (a) the Authorised Investments made or purchased from time to time by or on behalf of the Issuer (whether owned by it or held by any nominee on its behalf) using moneys standing to the credit of the Issuer Accounts; and
- (b) all interest, moneys and proceeds paid or payable in relation to those Authorised Investments.

3.5 Miscellaneous

The Issuer charges by way of a first fixed charge all of its rights in respect of:

- (a) the benefit of all authorisations (statutory or otherwise) held in connection with its use of any Issuer Charged Property; and
- (b) any compensation which may be payable to it in respect of those authorisations.

3.6 Floating charge

- (a) The Issuer charges by way of a first floating charge all of its undertaking and all of its property and assets (including, without limitation, its uncalled capital) other than any property or assets at any time otherwise effectively charged or assigned by way of fixed charge or assignment under this **Clause 3** (but excepting from the foregoing exclusion all of the Issuer's undertaking, property and assets situated in Scotland or the rights to which are governed by Scots law, all of which are charged by the floating charge hereby created).
- (b) Except as provided below, the Issuer Security Trustee may, by notice to the Issuer, (and so far as permitted by applicable law), convert the floating charge created under this **Clause 3** into a fixed charge as regards any of the Issuer's assets subject to the floating charge specified in that notice, if:
 - (i) a Note Event of Default occurs;

- (ii) the Issuer Security Trustee considers those assets or any part thereof to be in danger of being seized or sold under any form of distress, attachment, execution, diligence or other legal process or to be otherwise in jeopardy; and/or
 - (iii) a circumstance occurs which the Issuer Security Trustee considers to (or to be likely to) prejudice, imperil or threaten the Issuer Security.
- (c) Except as provided below, the floating charge created by this **Clause 3** will automatically (so far as permitted by applicable law) convert into a fixed charge as regards:
- (i) all of the Issuer's assets subject to the floating charge, upon the service of a Note Acceleration Notice; and/or
 - (ii) any assets of the Issuer subject to the floating charge, if those assets (contrary to the covenants and undertakings contained in the Issuer Transaction Documents):
 - (A) are or become subject to a Security Interest in favour of any person other than the Issuer Security Trustee; or
 - (B) are or become the subject of a sale, transfer or other disposition,

immediately prior to that Security Interest arising or that sale, transfer or other disposition being made.

- (d) The floating charge created by this **Clause 3** may not be converted into a fixed charge solely by reason of:
- (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,

under the Insolvency Act 2000.

- (e) The floating charge created by this **Clause 3** is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

4. ACKNOWLEDGEMENTS AND UNDERTAKINGS

4.1 Issuer Security

- (a) This Deed constitutes notice in writing to each Issuer Secured Creditor of the assignment or assignation of all of the Issuer's rights to the Issuer Charged Documents under **Clause 3.2** (Contracts).
- (b) By executing this Deed, each Issuer Secured Creditor acknowledges and consents to the assignment or assignation referred to in this **Clause 4.1** and the other Security Interests made or granted under this Deed and confirms that as of the date of this Deed it has not received from any other person notice of any assignment, assignation or charge of any Issuer Charged Property.
- (c) Immediately upon the execution of this Deed, the Issuer will deliver a notice of charge substantially in the form set out in **Schedule 2** (Form of Notice of Charge) to Funding 1 and will use all reasonable endeavours to procure delivery to the Issuer Security Trustee on the

date of this Deed of receipt from Funding 1 substantially in the form set out in **Schedule 3** (Form of Consent to Charge).

- (d) Each Issuer Secured Creditor acknowledges the Issuer Security, and covenants to the Issuer Security Trustee not to do anything inconsistent with the Issuer Security or knowingly to prejudice that security or any of the Issuer Charged Property (or the Issuer Security Trustee's interest in those assets) provided that, subject to **Clause 5** (Restrictions on Exercise of Certain Rights), this Deed does not limit the rights of any of the Issuer Secured Creditors under the Issuer Transaction Documents.

4.2 Registration of Issuer Security

Within 21 calendar days of the date of creating the Issuer Security the Issuer undertakes to file (or to procure that a filing is made) with the Registrar of Companies pursuant to the provisions of Chapter I of Part XII of the Companies Act 1985 a duly completed Form 395 in respect of itself together with the required registration fee and an executed copy of this Deed.

4.3 Transaction Documents

Each Issuer Secured Creditor acknowledges that it is bound by, and deemed to have notice of, all of the provisions of the Issuer Transaction Documents as if it was a party to each Issuer Transaction Document.

4.4 Payments to the Issuer

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

4.5 Exercise of rights under Issuer Charged Documents

- (a) Subject to **Clause 8** and **Clause 12**, without prejudice to the rights of the Issuer Security Trustee after the security created under this Deed has become enforceable, the Issuer hereby authorises the Issuer Security Trustee, prior to the security created by this Deed becoming enforceable, to exercise or direct the exercise, or refrain from exercising or directing the exercise of, all rights, powers, authorities, discretions and remedies of the Issuer under or in respect of the Issuer Charged Documents referred to in **Clause 3.2** (Contracts). For the avoidance of doubt, the Issuer Security Trustee shall not be required to have regard to the interests of the Issuer in the exercise or non-exercise or the direction or non-direction of the exercise of any such rights, powers, authorities, discretions and remedies or to comply with any direction given by the Issuer in relation thereto.
- (b) The Issuer shall not, without the prior written consent of the Issuer Security Trustee:
 - (i) permit any of the Issuer Charged Documents to which it is a party to become invalid or ineffective or the priority of the security interests created or evidenced thereby or pursuant thereto to be varied;
 - (ii) consent to any variation of, or exercise any powers of consent or waiver pursuant to, the terms of any of the Issuer Charged Documents; or
 - (iii) permit any party to any of the Issuer Charged Documents or any other person whose obligations form part of the Issuer Charged Property to be released from its obligations.

4.6 New Issuer Secured Creditors

- (a) In order to become a New Issuer Secured Creditor a creditor of the Issuer must enter into an Accession Deed in the form or substantially in the form set out in **Schedule 1** (Form of Accession Deed).
- (b) Each New Issuer Secured Creditor will be bound by the provisions of this Deed as if it contained covenants by each New Issuer Secured Creditor in favour of the Issuer Security Trustee and every other Issuer Secured Creditor to observe and be bound by all provisions of this Deed which apply to Issuer Secured Creditors.

5. RESTRICTIONS ON EXERCISE OF CERTAIN RIGHTS

5.1 Payments to Issuer Accounts

At all times prior to the release, re-assignment, retrocession and/or discharge under **Clause 18** (Release) of the Issuer Security, the Issuer will, save as otherwise provided in the Issuer Transaction Documents or unless the Issuer Security Trustee otherwise agrees in writing, procure that all amounts received by the Issuer under or in respect of the Issuer Transaction Documents will be credited to the Issuer Accounts in accordance with the terms of the Issuer Transaction Documents.

5.2 No withdrawals from Issuer Accounts

No payment, transfer and/or withdrawal may be made from any of the Issuer Accounts other than as expressly permitted under this Deed or the Issuer Cash Management Agreement or with the prior written consent of the Issuer Security Trustee.

5.3 No enforcement by Issuer Secured Creditors

- (a) Except as provided below, each of the Issuer Secured Creditors (other than, in the case of **paragraph (iii)** below, the Note Trustee and the Issuer Security Trustee) agrees with the Issuer and the Issuer Security Trustee that:
 - (i) only the Issuer Security Trustee may enforce the Issuer Security in accordance with the terms and conditions of this Deed;
 - (ii) it will not take any steps or proceedings to procure the winding up, administration or liquidation of the Issuer; and
 - (iii) it will not take any other steps or action against the Issuer or the Issuer Charged Property for the purpose of recovering any of the Issuer Secured Obligations (including by exercising any rights of set-off) or enforcing any rights arising out of the Issuer Transaction Documents against the Issuer.
- (b) If the Note Trustee has failed to serve a Note Acceleration Notice or to give directions to the Issuer Security Trustee to enforce the Issuer Security or the Issuer Security Trustee has failed to enforce the Issuer Security, in each case, within 30 days of becoming bound under the terms of the Conditions, the Note Trust Deed or this Deed, as the case may be, so to do and that failure is continuing or if there are no Notes outstanding, then each of the Issuer Secured Creditors (other than the Noteholders, to whom the provisions of **Condition 10** shall apply) will be entitled to take any steps and proceedings against the Issuer for the purpose of recovering any of the Issuer Secured Obligations or enforcing any rights arising out of the Issuer Transaction Documents as it considers necessary other than any steps or proceedings:

- (i) in respect of procuring the winding up, administration or liquidation of the Issuer; and/or
- (ii) which would result in the breach by it of **Clause 6** (Payments out of the Issuer Accounts Prior to Acceleration) and/or **Clause 7** (Payments out of the Issuer Accounts Upon Acceleration) and/or any term of the other Issuer Transaction Documents.

5.4 Limited recourse

- (a) Each of the Issuer Secured Creditors (except for the Noteholders) hereby agrees that, notwithstanding any other provision of any Issuer Transaction Document, all obligations of the Issuer to each Issuer Secured Creditor (except for the Noteholders) in respect of the Issuer Secured Obligations owing to each Issuer Secured Creditor (except for the Noteholders) are limited in recourse as set out below:
 - (i) in the event of non-payment of any sum due and payable to an Issuer Secured Creditor (except for the Noteholders), its only remedy shall be enforcement of the Issuer Security in accordance with the provisions of this Deed and the other Issuer Transaction Documents; and
 - (ii) in the event that the net proceeds of enforcing and (as fully as practicable and over whatever time period the Issuer Security Trustee considers reasonably necessary) realising all the Issuer Security are (after application of the proceeds in accordance with the provisions of this Deed) insufficient to discharge in full the amount of any Issuer Secured Obligation owed to an Issuer Secured Creditor (except for the Noteholders), the Issuer's obligation in respect of the unpaid amount shall be automatically extinguished and such Issuer Secured Creditor shall have no further claim against the Issuer in respect of such unpaid amount.
- (b) The provisions of this **Clause 5.4** shall survive the termination of this Deed.

5.5 Amounts received by Issuer Secured Creditors

Each Issuer Secured Creditor agrees that if any amount is received by it (including by way of set-off) in respect of any Issuer Secured Obligation owed to it other than in accordance with the provisions of this Deed, then an amount equal to the difference between the amount so received by it and the amount that it would have received had it been paid in accordance with the provisions of this Deed shall be received and held by it as trustee for the Issuer Security Trustee and shall be paid over to the Issuer Security Trustee immediately upon receipt so that such amount can be applied in accordance with the provisions of this Deed.

6. PAYMENTS OUT OF THE ISSUER ACCOUNTS PRIOR TO ACCELERATION

6.1 Application

No payment, transfer and/or withdrawal may be made from any of the Issuer Accounts:

- (a) at any time upon and after enforcement of the Issuer Security without the prior written consent of the Issuer Security Trustee; and/or
- (b) under this Clause at any time upon and after a Note Acceleration Notice has been served.

6.2 Priority of payments for Issuer Revenue Receipts – prior to service of a Note Acceleration Notice and service of an Intercompany Loan Acceleration Notice

Notwithstanding the Issuer Security but subject to **Clause 6.1** (Application) and this **Clause 6.2**, the Issuer or the Issuer Cash Manager, on behalf of the Issuer, will withdraw funds standing to the credit of the Issuer Transaction Account representing Issuer Revenue Receipts on each Interest Payment Date (or on another date in respect of certain payments identified therein made to satisfy certain liabilities of the type described therein if those payments are due on that other date) to be applied in accordance with the terms and conditions of the Issuer Cash Management Agreement in the order of priority (in each case, only to the extent that payments of a higher order of priority have been made in full) as set out in **paragraph 3 of schedule 2** of the Issuer Cash Management Agreement provided that any amounts raised by the Issuer by way of an issuance of Notes and standing to the credit of the Issuer Transaction Account will not be applied by the Issuer in accordance with such priority and such amounts will be advanced on such day by the Issuer to Funding 1 pursuant to the Intercompany Loan Agreement as a Loan Tranche corresponding to such Notes.

6.3 Priority of payments of Issuer Principal Receipts – prior to service of a Note Acceleration Notice or service of an Intercompany Loan Acceleration Notice

Notwithstanding the Issuer Security but subject to **Clause 6.1** (Application) and this **Clause 6.3**, the Issuer or the Issuer Cash Manager, on behalf of the Issuer, will withdraw funds standing to the credit of the Issuer Transaction Account representing Issuer Principal Receipts on each Interest Payment Date to be applied in accordance with the terms and conditions of the Issuer Cash Management Agreement in the order of priority (in each case, only to the extent that payments of a higher order of priority have been made in full) as set out in **paragraph 4 of schedule 2** to the Issuer Cash Management Agreement provided that any amounts raised by the Issuer by way of an issuance of Notes, and standing to the credit of the Issuer Transaction Account will not be applied by the Issuer in accordance with such priority and such amounts will be advanced on such day by the Issuer to Funding 1 pursuant to the Intercompany Loan Agreement as a Loan Tranche corresponding to such Notes.

6.4 Authorised Investments

- (a) Notwithstanding the Issuer Security but subject to **Clause 6.1** (Application), the Issuer or the Issuer Cash Manager, on behalf of the Issuer, may withdraw amounts standing to the credit of the Issuer Accounts from time to time for the purpose of acquiring Authorised Investments in accordance with the terms of the Issuer Bank Account Agreement and the Issuer Cash Management Agreement. All amounts received in respect of any Authorised Investments (including any amounts received as a result of a disposal under **paragraph (b)** below) will be deposited into the relevant Issuer Transaction Account.
- (b) Notwithstanding the Issuer Security, the Issuer or the Issuer Cash Manager, on behalf of the Issuer, may sell or redeem or otherwise dispose of any Authorised Investments on any day prior to the enforcement of the Issuer Security subject to the terms and conditions of this Deed and the Issuer Cash Management Agreement.

6.5 Enforcement When Not All Amounts Due and Payable

If the Issuer Security Trustee enforces the Issuer Security at a time when either no amounts or not all amounts owing in respect of the Issuer Secured Obligations have become due and payable, the Issuer Security Trustee (or a Receiver) may, for so long as no such amounts or not all such amounts have become due and payable, pay any monies referred to in this **Clause 6** into, and retain such monies in, an interest-bearing account (a **retention account**) to be held by it as security and applied by it in

accordance with **Clause 6** as and when any of the amounts referred to therein become due and payable.

7. PAYMENTS OUT OF THE ISSUER ACCOUNTS UPON ACCELERATION

7.1 Payment of Issuer Revenue Receipts after service of a Note Acceleration Notice but prior to the service of an Intercompany Loan Acceleration Notice

- (a) From and including the time when a Note Acceleration Notice has been served on the Issuer but prior to the service of an Intercompany Loan Acceleration Notice, the Issuer Cash Manager or, if the Issuer Security has also been enforced, the Issuer Security Trustee (or any Receiver) will apply all Issuer Revenue Receipts and all other amounts received or recovered by the Issuer Security Trustee or any Receiver for the benefit of the Issuer Secured Creditors in respect of the Issuer Secured Obligations in accordance with **Clause 6.2** (Priority of payments for Issuer Revenue Receipts – prior to service of a Note Acceleration Notice and service of an Intercompany Loan Acceleration Notice), except that such amount will be applied on the date of receipt or recovery, and as if:
- (i) any reference in the Issuer Cash Management Agreement to the Issuer Pre-Acceleration Revenue Priority of Payments to an amount payable by the Issuer which is not an Issuer Secured Obligation were deleted; and
 - (ii) **Clause 6.2** (Priority of payments for Issuer Revenue Receipts – prior to service of a Note Acceleration Notice and service of an Intercompany Loan Acceleration Notice) and the Issuer Pre-Acceleration Revenue Priority of Payments were expressed to be subject to the provisions of **Clause 6.5** (Enforcement When Not All Amounts Due and Payable).
- (b) Following the service of a Note Acceleration Notice, at the written request of the Issuer Security Trustee, the Issuer Cash Manager shall cease to act as an agent for the Issuer and shall instead act as an agent of the Issuer Security Trustee with respect to the provision of the services pursuant to the Issuer Cash Management Agreement.

7.2 Priority of payments of Issuer Principal Receipts – after Note Acceleration but before Intercompany Loan Acceleration

Following the service of a Note Acceleration Notice but prior to the service of an Intercompany Loan Acceleration Notice on Funding 1, the Issuer Cash Manager, or if the Issuer Security has been enforced, the Issuer Security Trustee (or Receiver appointed on its behalf) will apply Issuer Principal Receipts on each Interest Payment Date or such other date to repay the Notes in the following manner (the **Issuer Post-Acceleration Principal Priority of Payments**):

- (a) the Class A Notes: from principal amounts received by the Issuer or the Issuer Security Trustee (as the case may be) from Funding 1 in respect of each AAA Loan Tranche (and in respect of (ii) below, the principal amounts received (if any) from the Issuer Swap Providers under the relevant Issuer Swap Agreements in respect of the related Series and Class of Notes) or otherwise recovered:
- (i) to pay amounts due and payable (in respect of principal) to the relevant Issuer Swap Providers in respect of the related Series and Class of Class A Notes in accordance with the terms of the relevant Issuer Swap Agreements; and
 - (ii) to pay amounts due and payable in respect of principal (if any) on the related Series and Class of Class A Notes;

- (b) the Class B Notes: from principal amounts received by the Issuer or the Issuer Security Trustee (as the case may be) from Funding 1 in respect of each AA Loan Tranche (and in respect of (ii) below, the principal amounts received (if any) from the Issuer Swap Providers under the relevant Issuer Swap Agreements in respect of the related Series and Class of Notes) or otherwise recovered:
 - (i) to pay amounts due and payable (in respect of principal) to the relevant Issuer Swap Providers in respect of the related Series and Class of Class B notes in accordance with the terms of the relevant Issuer Swap Agreements; and
 - (ii) to pay amounts due and payable in respect of principal (if any) on the related Series and Class of Class B Notes;
- (c) the Class M Notes: from principal amounts received by the Issuer or the Issuer Security Trustee (as the case may be) from Funding 1 in respect of each A Loan Tranche (and in respect of (ii) below, the principal amounts received (if any) from the Issuer Swap Providers under the relevant Issuer Swap Agreements in respect of the related Series and Class of Notes) or otherwise recovered:
 - (i) to pay amounts due and payable (in respect of principal) to the relevant Issuer Swap Providers in respect of the related Series and Class of Class M Notes in accordance with the terms of the relevant Issuer Swap Agreements; and
 - (ii) to pay amounts due and payable in respect of principal (if any) on the related Series and Class of Class M Notes;
- (d) the Class C Notes: from principal amounts received by the Issuer or the Issuer Security Trustee (as the case may be) from Funding 1 in respect of each BBB Loan Tranche (and in respect of (ii) below, the principal amounts received (if any) from the Issuer Swap Providers under the relevant Issuer Swap Agreements in respect of the related Series and Class of Notes) or otherwise recovered:
 - (i) to pay amounts due and payable (in respect of principal) to the relevant Issuer Swap Providers in respect of the related Series and Class of Class C Notes in accordance with the terms of the relevant Issuer Swap Agreements; and
 - (ii) to pay amounts due and payable in respect of principal (if any) on the related Series and Class of Class C Notes;
- (e) the Class D Notes: from principal amounts received by the Issuer or the Issuer Security Trustee (as the case may be) from Funding 1 in respect of each BB Loan Tranche (and in respect of (ii) below, the principal amounts received (if any) from the Issuer Swap Providers under the relevant Issuer Swap Agreements in respect of the related Series and Class of Notes) or otherwise recovered:
 - (i) to pay amounts due and payable (in respect of principal) to the relevant Issuer Swap Providers in respect of the related Series and Class of Class D Notes in accordance with the terms of the relevant Issuer Swap Agreements; and
 - (ii) to pay amounts due and payable in respect of principal (if any) on the related Series and Class of Class D Notes;

The amounts standing to the credit of any sub-ledger of the Issuer Principal Ledger (in respect of a Series and Class of Notes) may only be applied by the Issuer Cash Manager or following

enforcement of the Issuer Security, the Issuer Security Trustee to pay the principal amounts due (if any) in respect of such Series and Class of Notes under the Issuer Post-Acceleration Principal Priority of Payments.

7.3 Priority of payments of Issuer Principal Receipts and Issuer Revenue Receipts – after Intercompany Loan Acceleration

- (a) Following the service of an Intercompany Loan Acceleration Notice on Funding 1 all amounts received by the Issuer Cash Manager or, following the enforcement of the Issuer Security all amounts received or recovered by the Issuer Security Trustee (or a Receiver appointed on its behalf) shall be applied in accordance with the order of priorities set out in **paragraph (b)** below (known as the **Issuer Post-Enforcement Priority of Payments Following an Intercompany Loan Acceleration**).
- (b) On any day following the service of an Intercompany Loan Acceleration Notice on Funding 1 amounts are received by the Issuer Cash Manager or, following the enforcement of the Issuer Security, amounts are received or recovered by the Issuer Security Trustee, the Issuer Cash Manager or the Issuer Security Trustee, as applicable, will apply amounts (other than amounts representing (i) any Excess Swap Collateral which shall be returned directly to the relevant Issuer Swap Provider and (ii) in respect of each Issuer Swap Provider, prior to the designation of an Early Termination Date under the relevant Issuer Swap Agreement and the resulting application of the collateral by way of netting or set-off, an amount equal to the value of all collateral (other than Excess Swap Collateral) provided by such Issuer Swap Provider to the Issuer pursuant to the relevant Issuer Swap Agreement (and any interest or distributions in respect thereof; provided that the Issuer Security Trustee has received prior written confirmation from the relevant Issuer Swap Provider of the amounts (if any) due under subclauses (i) and (ii) beforehand which confirmation shall be binding and conclusive on all parties)) received or recovered following acceleration of the Intercompany Loan and/or enforcement of the Issuer Security as follows (in each case, only to the extent that payments of a higher order of priority have been paid in full):
- (i) without priority among them but in proportion to the respective amounts due, to pay amounts due to:
- (A) the Issuer Security Trustee and any Receiver appointed by the Issuer Security Trustee together with interest and any amount in respect of VAT on those amounts and any amounts then due or to become due to the Issuer Security Trustee and the Receiver under the provisions of this Deed;
- (B) the Note Trustee together with interest and any amount in respect of VAT on those amounts and any amounts then due or to become due and payable to the Note Trustee under the provisions of the Note Trust Deed; and
- (C) the Agent Bank, the Paying Agents, the Registrar, the Exchange Rate Agent and the Transfer Agent together with interest and any amount in respect of VAT on those amounts and any costs, charges, liabilities and expenses then due or to become due and payable to them under the provisions of the Paying Agent and Agent Bank Agreement;
- (ii) without priority among them but in proportion to the respective amounts due, towards payment of amounts (together with any amount in respect of VAT on those amounts) due and payable to the Issuer Cash Manager under the Issuer Cash Management Agreement and to the Issuer Corporate Services Provider under the

Issuer Corporate Services Agreement and to the Issuer Account Bank under the Issuer Bank Account Agreement;

- (iii) subject to item (iv) below, without priority among them but in proportion to the respective amounts due, to pay amounts due to the Issuer Swap Providers for each Series of Class A Notes (excluding any termination payment);
- (iv) without priority among them but in proportion to the respective amounts due, to pay interest due or overdue on, and to repay principal of, the applicable Series of Class A Notes and to pay any Swap Termination Payment due to the Issuer Swap Provider for each Series of Class A Notes (but excluding any Issuer Swap Excluded Termination Amount) provided that if the amounts available for distribution under this item (iv) (on the assumption that no amounts are due and payable under item (iii) and no amounts are received from any Issuer Swap Provider) would be insufficient to pay the sterling equivalent of the amounts due and payable under this item (iv), the shortfall will be divided amongst all such amounts on a *pro rata* basis and the amount payable by the Issuer to the Issuer Swap Provider in respect of any Series of Class A Notes under item (iii) above will be reduced by the amount of the shortfall applicable to that Series of Class A Notes;
- (v) subject to item (vi) below, without priority among them but in proportion to the respective amounts due, to pay amounts due to the Issuer Swap Providers for each Series of Class B Notes (excluding any termination payment);
- (vi) without priority among them but in proportion to the respective amounts due, to pay interest due or overdue on, and to repay principal of, the applicable Series of Class B Notes and to pay any Swap Termination Payment due to the Issuer Swap Provider for each Series of Class B Notes (but excluding any Issuer Swap Excluded Termination Amount) provided that if the amounts available for distribution under this item (vi) (on the assumption that no amounts are due and payable under item (v) and no amounts are received from any Issuer Swap Provider) would be insufficient to pay the sterling equivalent of the amounts due and payable under this item (vi), the shortfall will be divided amongst all such amounts on a *pro rata* basis and the amount payable by the Issuer to the Issuer Swap Provider in respect of any Series of Class B Notes under item (v) above will be reduced by the amount of the shortfall applicable to that Series of Class B Notes;
- (vii) subject to item (vii) below, without priority among them but in proportion to the respective amounts due, to pay amounts due to the Issuer Swap Providers for each Series of Class M Notes (excluding any termination payment);
- (viii) without priority among them but in proportion to the respective amounts due, to pay interest due or overdue on, and to repay principal of, the applicable Series of Class M Notes and to pay any Swap Termination Payment due to the Issuer Swap Provider for each Series of Class M Notes (but excluding any Issuer Swap Excluded Termination Amount) provided that if the amounts available for distribution under this item (viii) (on the assumption that no amounts are due and payable under item (vii) above and no amounts are received from any Issuer Swap Provider) would be insufficient to pay the sterling equivalent of the amounts due and payable under this item (viii), the shortfall will be divided amongst all such amounts on a *pro rata* basis and the amount payable by the Issuer to the Issuer Swap Provider in respect of any Series of Class M Notes under item (vii) above will be reduced by the amount of the shortfall applicable to that Series of Class M Notes;

- (ix) subject to item (x) below, without priority among them but in proportion to the respective amounts due, to pay amounts due to the Issuer Swap Providers for each Series of Class C Notes (excluding any termination payment);
- (x) without priority among them but in proportion to the respective amounts due, to pay interest due or overdue on, and to repay principal of, the applicable Series of Class C Notes and to pay any Swap Termination Payment due to the Issuer Swap Provider for each Series of Class C Notes (but excluding any Issuer Swap Excluded Termination Amount) provided that if the amounts available for distribution under this item (x) (on the assumption that no amounts are due and payable under item (ix) and no amounts are received from any Issuer Swap Provider) would be insufficient to pay the sterling equivalent of the amounts due and payable under this item (x), the shortfall will be divided amongst all such amounts on a *pro rata* basis and the amount payable by the Issuer to the Issuer Swap Provider in respect of any Series of Class C Notes under item (ix) above will be reduced by the amount of the shortfall applicable to that Series of Class C Notes;
- (xi) subject to item (xii) below, without priority among them but in proportion to the respective amounts due, to pay amounts due to the Issuer Swap Providers for each Series of Class D Notes (excluding any termination payment);
- (xii) without priority among them but in proportion to the respective amounts due, to pay interest due or overdue on, and to repay principal of, the applicable Series of Class D Notes and to pay any Swap Termination Payment due to the Issuer Swap Provider for each Series of Class D Notes (but excluding any Issuer Swap Excluded Termination Amount) provided that if the amounts available for distribution under this item (xii) (on the assumption that no amounts are due and payable under item (xi) and no amounts are received from any Issuer Swap Provider) would be insufficient to pay the sterling equivalent of the amounts due and payable under this item (xii), the shortfall will be divided amongst all such amounts on a *pro rata* basis and the amount payable by the Issuer to the Issuer Swap Provider in respect of any Series of Class D Notes under item (xi) above will be reduced by the amount of the shortfall applicable to that Series of Class D Notes;
- (xiii) without priority among them but in proportion to the respective amounts due, to pay any Issuer Swap Excluded Termination Amount to the Issuer Swap Providers; and
- (xiv) the balance to the Issuer.

Notwithstanding the above, amounts standing to the credit of any sub-ledger to the Issuer Revenue Ledger and/or the Issuer Principal Ledger (in respect of a Series and Class of Notes) may only be applied by the Issuer Cash Manager and/or the Issuer Security Trustee to pay the interest, principal and other amounts due in respect of such Series and Class of Notes or any shortfall in the amounts available to pay items (i) to (ii) under the Issuer Post-Enforcement Priority of Payments Following an Intercompany Loan Acceleration and may not be applied in payment of interest, principal and other amounts due in respect of any other Series and Class of Notes.

8. ENFORCEMENT BY THE ISSUER SECURITY TRUSTEE

8.1 Mandatory enforcement

- (a) Subject to **Clause 8.2** (Administrative Receiver), the Issuer Security Trustee will not, and will not be bound to, take any steps, institute any proceedings, exercise its rights, powers,

discretions, authorities, duties, and/or functions (including, without limitation, in giving its consent, approval or authorisation to any event, matter or thing requested or making any determination) and/or to take any other action under or in connection with any of the Issuer Transaction Documents (including, without limitation, enforcing the Issuer Security) unless the Issuer Security Trustee:

- (i) has been indemnified and/or secured to its satisfaction against all liabilities, cost, charges, expenses, losses and claims to which it may render itself liable or which it may incur by so doing and, for this purpose, the Issuer Security Trustee 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 to indemnify it; and
- (ii) is directed to do so by:
 - (A) the Note Trustee; or
 - (B) if there are no Notes outstanding, all of the other Issuer Secured Creditors,

(in each case, the **Instructing Party**), in which case the Issuer Security Trustee will be bound to take such action in the manner instructed by the Instructing Party, provided that the Issuer Security Trustee may at all times, whether or not so instructed, take such action in respect of any right, power or discretion which is personal to the Issuer Security Trustee or is to preserve or protect the Issuer Security Trustee's position or is of a purely administrative nature.

- (b) The Issuer Security Trustee shall not be liable to any Issuer Secured Creditor for any action it may take in accordance with any instructions received pursuant to **paragraph (a)** above. The Issuer Security Trustee shall be entitled to seek clarification from the relevant Instructing Party with regard to such instructions and may in its discretion elect not to act pending receipt of such clarification to its satisfaction from such relevant Instructing Party and shall not be liable to any person for any loss occasioned thereby.
- (c) Upon being directed by the Note Trustee to enforce the Issuer Security in accordance with **paragraph (a)** above, the Issuer Security Trustee will notify the Issuer, the Seller and the Issuer Secured Creditors of such direction.

8.2 Administrative Receiver

- (a) Notwithstanding any term of this Deed, subject to **paragraph (b)** below, the Issuer Security Trustee must enforce the Issuer Security by appointing an administrative receiver in respect of the Issuer if it has actual notice of:
 - (i) an application for the appointment of an administrator in respect of the Issuer; or
 - (ii) the giving of a notice of intention to appoint an administrator in respect of the Issuer, and
 - (iii) subject to **Clause 13.1(c)**, the Issuer Security Trustee shall be indemnified and/or secured in accordance with the provisions of this Deed,

and that appointment shall take effect not later than the final day by which it must take effect in order to prevent an administration proceeding.

- (b) The Issuer Security Trustee is not liable for any failure to appoint or delay in appointing an administrative receiver in respect of the Issuer, save in the case of its own gross negligence, wilful default or fraud and, for the avoidance of doubt:
 - (i) nothing in this **Clause 8.2** shall be construed so as to impose on the Issuer Security Trustee any obligation to indemnify any administrative receiver appointed by it pursuant to this **Clause 8.2** except to the extent of (and from) the cash and assets comprising the Issuer Security held by the Issuer Security Trustee at such time; and
 - (ii) the Issuer Security Trustee shall have no liability if, having used its reasonable endeavours, it is unable to find a person who is willing to be appointed as an administrative receiver on the terms as to indemnification referred to in **paragraph (b)(i)** above.
- (c) The Issuer Security Trustee shall not be liable to any Issuer Secured Creditor for any action it may take in accordance with **paragraph (a)** above.
- (d) The Issuer hereby waives any claims against the Issuer Security Trustee in respect of any appointment made pursuant to this **Clause 8.2**.

9. ENFORCEMENT OF ISSUER SECURITY

9.1 General

- (a) For the purposes of all powers implied by statute, the Issuer Secured Obligations are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the 1925 Act (restricting the power of sale) and Section 93 of the 1925 Act (restricting the right of consolidation) do not apply to the Security Interests comprised in the Issuer Security.

9.2 Note Event of Default

The Issuer Security will become immediately enforceable upon the service of a Note Acceleration Notice or, if there are no Notes outstanding, upon failure by the Issuer to pay any other Issuer Secured Obligation on its due date (subject to any applicable grace period).

9.3 Privileges

The Issuer Security Trustee and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the 1925 Act on mortgagees and receivers duly appointed under the 1925 Act, except that Section 103 of the 1925 Act does not apply.

9.4 Power of sale

The power of sale and other powers conferred by Section 101 of the 1925 Act, as extended and varied by this Deed, will be immediately exercisable at any time after the Issuer Security has become enforceable.

9.5 Extension of the 1925 Act

- (a) The statutory powers of leasing conferred on the Issuer Security Trustee are extended so as to authorise the Issuer Security Trustee to lease, make agreements for leases, accept

surrenders of leases and grant options as the Issuer Security Trustee may think fit and without the need to comply with any provision of Section 99 or 100 of the 1925 Act.

- (b) The statutory powers of sale and the other powers conferred on the Issuer Security Trustee by Section 101(1) and (2) of the 1925 Act are extended so as to authorise the Issuer Security Trustee (upon such terms as the Issuer Security Trustee may think fit and in accordance with the terms of this Deed) to:
 - (i) make demand in the name of the other Issuer Secured Creditors or in its own right for any moneys and liabilities in respect of the Issuer Charged Property; and
 - (ii) do all or any of the things or exercise all or any of the powers referred to in **Clause 11 (Powers of Receiver)** as if each of them was expressly conferred on the Issuer Security Trustee by this Deed.

9.6 Mortgagee in possession

- (a) Neither the Issuer Security Trustee nor any Receiver will be liable, by reason of the Issuer Security or entering into possession of an Issuer Charged Property, to account as mortgagee or security holder in possession or for any loss on realisation or for any default or omission for which a mortgagee or security holder in possession might be liable.
- (b) Each of the Issuer Security Trustee, the other Issuer Secured Creditors and any Receiver will not take any action (other than, in the case of the other Issuer Secured Creditors, with the Issuer Security Trustee's prior written consent) which would be likely to lead to the Issuer Security Trustee or the other Issuer Secured Creditors becoming a mortgagee or security holder in possession in respect of any Issuer Charged Property.

9.7 Protection of third parties

No person (including a purchaser) dealing with the Issuer Security Trustee or any Receiver or its or his agents will be concerned to enquire:

- (a) whether the Issuer Secured Obligations remain outstanding or have become payable;
- (b) whether any power which the Issuer Security Trustee or that Receiver is purporting to exercise has become exercisable or is being properly exercised; or
- (c) how any money paid to the Issuer Security Trustee or to that Receiver is to be applied,

and the protections afforded to purchasers from a mortgagee by Section 104 and 107 of the 1925 Act and Sections 21 and 22 of the 1881 Act and to persons dealing with an administrative receiver by Section 42(3) of the *Insolvency Act 1986* will apply.

9.8 Contingencies

If the Issuer Security is enforced at a time when no amount is due in respect of the Issuer Secured Obligations or any of the Issuer Secured Obligations are contingent or future, the Issuer Security Trustee or any Receiver may pay the proceeds of any recoveries effected by it into any interest-bearing account to be held by it as security and applied in accordance with the terms and conditions of this Deed and the Issuer Cash Management Agreement.

9.9 Disposal of Issuer Charged Property

Notwithstanding the foregoing provisions of this **Clause 9**, if a Note Acceleration Notice is served on the Issuer other than due to a default in payment of any amount due in respect of any Notes, the Issuer Security Trustee will not be entitled to dispose of all or part of the Issuer Charged Property unless either:

- (a) the Issuer Security Trustee shall have been advised by any financial advisor or such other professional adviser selected by it (which advice and/or opinion shall be conclusive and binding) that a sufficient amount would be realised to allow a full and immediate discharge of all amounts owing under all Class A Notes or, if the Class A Notes have been fully repaid, the Class B Notes, or, if the Class B Notes have been fully repaid, the Class M Notes or, if the Class M notes have been fully repaid, the Class C Notes, or if the Class C Notes have been fully repaid, the Class D Notes; or
- (b) the Issuer Security Trustee is of the sole opinion, reached after considering at any time and from time to time the advice of any financial or such other professional advisers selected by the Issuer Security Trustee in its absolute discretion (acting reasonably) for the purpose of giving such advice, that the cash flow prospectively receivable by the Issuer will not (or that there is a significant risk that it will not) be sufficient, having regard to any other relevant actual, contingent or prospective liabilities of the Issuer, to discharge in full in due course all amounts owing in respect of the Class A Notes, or if the Class A Notes have been fully repaid, the Class B Notes or, if the Class B Notes have been fully repaid, the Class M Notes or, if the Class M Notes have been fully repaid, the Class C Notes, or if the Class C Notes have been fully repaid, the Class D Notes and all prior ranking amounts due by the Issuer. The fees and expense of the aforementioned financial adviser or such other professional adviser selected by the Issuer Security Trustee shall be paid by the Issuer.

10. RECEIVER

10.1 Appointment of Receiver

- (a) Except as provided below, the Issuer Security Trustee may appoint any one or more persons to be a Receiver of all or any part of the Issuer Charged Property if the Issuer Security has become enforceable.
- (b) Any appointment under **paragraph (a)** above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the 1925 Act) does not apply to this Deed.
- (d) The Issuer Security Trustee is not entitled to appoint a Receiver solely as a result of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,

under the Insolvency Act 2000 or the Insolvency (Northern Ireland) Order 2002 (if appropriate).

10.2 Removal

The Issuer Security Trustee may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated. The Issuer Security Trustee may apply to the court for an order removing an administrative receiver.

10.3 Remuneration

The Issuer Security Trustee may fix the remuneration of any Receiver appointed by it and the maximum rate specified in Section 109(6) of the 1925 Act will not apply. The Issuer will pay the remuneration of any Receiver in accordance with the terms and in the manner agreed from time to time between the relevant Receiver and the Issuer Security Trustee, subject to the terms and conditions of this Deed.

10.4 Agent of the Issuer

- (a) A Receiver will be deemed to be the agent of the Issuer for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the 1925 Act or the 1881 Act/1911 Act. The Issuer alone is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver.
- (b) If a liquidator of the Issuer is appointed, the Receiver will act as principal and not as agent of the Issuer Security Trustee.
- (c) The Issuer Security Trustee will not incur any liability (either to the Issuer or to any other person) by reason of the appointment of a Receiver.

10.5 Relationship with Issuer Security Trustee

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after the Issuer Security becomes enforceable be exercised by the Issuer Security Trustee in relation to any Issuer Charged Property without first appointing a Receiver and notwithstanding the appointment of a Receiver.

11. POWERS OF RECEIVER

11.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause in addition to those conferred on it by any law; this includes:
 - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986 or the Insolvency (Northern Ireland) Order 1989 (if appropriate); and
 - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the 1925 Act, the Insolvency Act 1986 or the 1881 Act and 1911 Act (if appropriate) and the Insolvency (Northern Ireland) Order 1989 (if appropriate).

- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

11.2 Possession

A Receiver may take immediate possession of, get in and collect any Issuer Charged Property.

11.3 Carry on business

A Receiver may carry on any business of the Issuer in any manner he thinks fit.

11.4 Employees

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit.
- (b) A Receiver may discharge any person appointed by the Issuer.

11.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Issuer Charged Property either in priority to the Issuer Security or otherwise and generally on any terms and for whatever purpose which he thinks fit.

11.6 Sale of assets

- (a) A Receiver may sell, exchange, convert into money and realise any Issuer Charged Property by public auction or private contract and generally in any manner and on any terms which he thinks fit.
- (b) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit.
- (c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the Issuer.

11.7 Leases

A Receiver may let any Issuer Charged Property for any term and at any rent (with or without a premium) which he thinks fit and may accept a surrender of any lease or tenancy of any Issuer Charged Property on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender).

11.8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Issuer or relating in any way to any Issuer Charged Property, provided that, any such claim has priority to or ranks *pari passu* with this Deed.

11.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Issuer Charged Property which he thinks fit.

11.10 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Issuer Charged Property.

11.11 Subsidiaries

A Receiver may form a Subsidiary of the Issuer and transfer to that Subsidiary any Issuer Charged Property.

11.12 Delegation

A Receiver may delegate his powers in accordance with this Deed.

11.13 Lending

A Receiver may lend money or advance credit to any customer of the Issuer.

11.14 Protection of assets

A Receiver may:

- (a) effect any repair or insurance and do any other act which the Issuer might do in the ordinary conduct of its business to protect or improve any Issuer Charged Property;
- (b) commence and/or complete any building operation; and
- (c) apply for and maintain any planning permission, building regulation approval or any other authorisation,

in each case as he thinks fit.

11.15 Uncalled capital

A Receiver may call up or require the directors of the Issuer to call up any uncalled capital of the Issuer.

11.16 Payment of expenses

A Receiver may pay and discharge, out of the profits and income of the Issuer Charged Property and any moneys made by it in carrying on the business of the Issuer, the expenses incurred by it in connection with the carrying on and management of that business or in the exercise of any of the powers conferred by this Clause or otherwise in respect of the Issuer Charged Property and all other expenses which it shall think fit to pay and will apply the residue of those profits and income in accordance with the terms and conditions of this Deed.

11.17 Other powers

A Receiver may:

- (a) do all other acts and things which he may consider desirable or necessary for realising any Issuer Charged Property or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- (b) exercise in relation to any Issuer Charged Property all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Issuer Charged Property; and
- (c) use the name of the Issuer for any of the above purposes.

12. MODIFICATION, AUTHORISATION, WAIVER, AND CONSENT

12.1 Modification

- (a) Subject to **paragraphs (b) and (c)** below, the Issuer Security Trustee may without the consent or sanction of the Issuer Secured Creditors (except where they are a party to the relevant Issuer Transaction Document the subject of such modification, where the consent of such party will be required) concur (or direct the Funding 1 Security Trustee to concur) with any person in making or giving its consent to any modification (except a Basic Terms Modification) to any Issuer Transaction Document only if so directed by (a) the Note Trustee so long as there are any Notes outstanding or (b) all of the other Issuer Secured Creditors, if there are no Notes outstanding.
- (b) Notwithstanding any other provision of this Deed, the Issuer Security Trustee may not agree to any modification unless either:
 - (i) the Issuer has confirmed to the Issuer Security Trustee that such amendment would not result in a termination of any of the Issuer Swap Agreements (having obtained any consents or confirmations that are required pursuant to the terms of any of the Issuer Swap Agreements in order to avoid any such termination); or
 - (ii) the Rating Agencies confirm to the Issuer or the Issuer Security Trustee that, notwithstanding that such amendment does or may result in a termination of one or more of the Issuer Swap Agreements, the ratings of the Notes will not be reduced, withdrawn or qualified.
- (c) Subject to **paragraph (d)** below, the Issuer Security Trustee shall, without any consent or sanction of the Issuer Secured Creditors (except where they are a party to the relevant Issuer Transaction Document the subject of such modification, where the consent of such party will be required) be required to concur with the Issuer or any other person in making or giving its consent to any modification (other than a Basic Terms Modification) to any Issuer Transaction Document that are requested by Funding 1 (or the Cash Manager on its behalf) or the Issuer (or the Issuer Cash Manager on its behalf) provided that Funding 1 (or the Cash Manager on its behalf) or the Issuer (or the Issuer Cash Manager on its behalf) has certified to the Issuer Security Trustee in writing that such modifications are required in order to accommodate:
 - (i) any Loan Tranches to be advanced to Funding 1 under the Intercompany Loan and/or the issue of any Notes by the Issuer;
 - (ii) New Intercompany Loan Agreements of Funding 1 or any Further Funding Companies and/or the issue of New Notes by New Issuers;

- (iii) the addition of other relevant secured creditors of the Issuer Secured Creditors, Funding 1 Secured Creditors, any New Issuer or any Further Funding Company;
 - (iv) the accession of New Beneficiaries to the Mortgages Trust Deed;
 - (v) the issue (directly or indirectly) of debt by Funding 1 and/or any Further Funding Company (other than as referred to in **paragraphs (i) and (ii)** above);
 - (vi) the sale of New Types or Mortgages to the Mortgages Trustee;
 - (vii) changes to the General Reserve Required Amount and/or any additional amounts for the purposes of an Arrears or Step-up Trigger Event and/or the Liquidity Reserve Fund Required Amount and/or the manner in which these are funded;
 - (viii) the establishment of the Funding 1 Liquidity Facility; and/or
 - (ix) changes to the Asset Trigger Events and Non-Asset Trigger Events;
- (d) The Issuer Security Trustee shall only be required to agree or consent to the modifications set out in **paragraph (c)** above if the Issuer Security Trustee is satisfied that:
- (i) in respect of the matters set out in **paragraphs (c)(i), (c)(iv) and (c)(vi)**, Funding 1, the Cash Manager the Issuer or the Issuer Cash Manager has certified to the Issuer Security Trustee that the conditions precedent to:
 - (A) Notes being issued by the Issuer and/or Loan Tranches being made available to Funding 1 (as set out in Condition 15 and Clause 3 of the Intercompany Loan Agreement);
 - (B) the assignment of New Loans to the Mortgages Trustee (as set out in Clause 4 of the Mortgage Sale Agreement);
 - (C) the inclusion of a New Beneficiary of the Mortgages Trust (as set out in Clause 17 of the Mortgages Trust Deed),
 have been satisfied; and
 - (ii) in respect of the matters listed in **paragraphs (c)(i) to (c)(ix) above**, the Issuer Security Trustee has received written confirmation from each of the Rating Agencies that the relevant modifications will not result in a reduction, qualification or withdrawal of the then current ratings of the Notes.
- (e) Each Issuer Secured Creditor hereby acknowledges that the Issuer Security Trustee is required to make the modifications set out in **paragraph (c) above** (subject to **paragraph (d)**), and each Issuer Secured Creditor further acknowledges that such modifications may adversely affect the amount of monies available to the Issuer to meet the Issuer Secured Obligations. Each Issuer Secured Creditor agrees that such modifications shall be binding on it and unless the Issuer Security Trustee otherwise agrees, notice thereof shall be given by the Cash Manager to the Issuer Secured Creditors as soon as practicable after the modifications have been made.
- (f) Each of the Issuer Secured Creditors agrees from time to time to do and perform such other and further acts and execute and deliver any and all such other documents and instruments (to the extent the Issuer Security Trustee and/or the Note Trustee is a party thereto, in form and substance satisfactory to each of the Issuer Security Trustee and the Note Trustee, as applicable) as may be

required by law or necessary to give effect to the intent and purpose of this **Clause 12.1** (Modification).

12.2 Authorisation or waiver

The Issuer Security Trustee shall waive or authorise (or direct the Funding 1 Security Trustee to waive or authorise) (without prejudice to its rights in respect of any further or other breach) any breach or proposed breach by the Issuer or any other person (or in the case of a direction to the Funding 1 Security Trustee, by Funding 1 or any other person) of any of the covenants or provisions of any Issuer Transaction Document only if so directed by (a) the Note Trustee so long as there are any Notes outstanding or (b) all of the other Issuer Secured Creditors, if there are no Notes outstanding.

12.3 Requests for consent or approval

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

- (a) if any Issuer Transaction Document specifies that the Issuer Security Trustee is required to give its consent or approval to that event, matter or thing if certain specified conditions are satisfied in relation to that event, matter or thing, then the Issuer Security Trustee will give its consent or approval to that event, matter or thing upon being satisfied that those specified conditions have been satisfied; and
- (b) in any other case, the Issuer Security Trustee shall give its consent or approval to that event, matter or thing only if so directed by (a) the Note Trustee so long as there are any Notes outstanding or (b) all of the other Issuer Secured Creditors, if there are no Notes outstanding.

12.4 Binding on Issuer Secured Creditors

Any modification, authorisation, waiver, consent or approval provided under this **Clause 12** will be binding on all of the Issuer Secured Creditors.

12.5 Additional terms and conditions

Any modification, authorisation, waiver, consent or approval provided under this **Clause 12** may be made or given on such terms and subject to such conditions (if any) as directed by (a) the Note Trustee so long as there are any Notes outstanding or (b) all of the other Issuer Secured Creditors, if there are no Notes outstanding.

12.6 Notice to Issuer Secured Creditors

If required by the Issuer Security Trustee, the Issuer will as soon as practicable notify:

- (a) the Noteholders in accordance with the Conditions; and
- (b) each of the other Issuer Secured Creditors in accordance with this Deed,

in each case, of any modification, authorisation, waiver, consent or approval made under this **Clause 12**.

13. ADDITIONAL PROVISIONS REGARDING THE ISSUER SECURITY TRUSTEE

13.1 Incorporation of Note Trust Deed provisions

- (a) Without prejudice to the other provisions of this Deed and except as set out below, the following Clauses of the Note Trust Deed are incorporated in and will apply, *mutatis mutandis*, to this Deed (and for that purpose references in that Clause to "these presents" or to "this Deed" will be construed as references to this Issuer Deed of Charge and references in that Clause to "the Note Trustee" will be construed as references to the Issuer Security Trustee):
- (i) **clause 16** (Remuneration and Indemnification of the Note Trustee);
 - (ii) **clause 17** (Supplement to Trustee Acts);
 - (iii) **clause 18** (Note Trustee's liability);
 - (iv) **clause 19** (Note Trustee Contracting with the Issuer);
 - (v) **clause 23** (Eligibility and Disqualification; New Note Trustee);
 - (vi) **clause 24** (Note Trustee's Retirement and Removal); and
 - (vii) **clause 25** (Note Trustee's Powers to be Additional).
- (b) **Clause 16** (Remuneration and Indemnification of the Note Trustee) of the Note Trust Deed will be amended so that:
- (i) the last sentence of **clause 16.1** is deleted and replaced by the following:

"Such remuneration shall accrue from day to day and be payable up to and including the date when the Issuer Security Period has expired and the Issuer Security Trustee has released, reassigned and/or discharged the Issuer Charged Property from the Issuer Security as provided under this Deed."; and
 - (ii) each of the references to the Note Trustee in **clauses 16.5, 16.6 and 16.7** include a reference to any Receiver appointed by the Issuer Security Trustee.
- (c) The following words shall be added to the end of **clause 16.9** before the final full stop:
- " , provided that if the Issuer Security Trustee is required to appoint an administrative receiver pursuant to **Clause 8.2** (Administrative receiver) of the Issuer Deed of Charge, the Issuer Security Trustee agrees that it is adequately indemnified and secured in respect of such appointment by virtue of its rights against the Issuer under the Issuer Deed of Charge and the security that it has in respect of such rights but otherwise without limitation to its right of indemnity and/or security under this Deed."

13.2 No transfer of obligations

Notwithstanding anything else in this Deed, the Issuer Security Trustee does not assume and will not be obliged to perform any obligations of any other party.

13.3 No obligation to insure

The Issuer Security Trustee shall not be under any obligation to insure in respect of any of the Issuer Charged Property or to require any other person to maintain any such insurance and shall have no liability to any person for not so doing.

13.4 Additional Issuer Security Trustee provisions

- (a) The Issuer Security Trustee shall be under no obligation to monitor or supervise the functions of the Issuer Cash Manager under the Issuer Cash Management Agreement or any other Issuer Transaction Document or of any other person under or pursuant to any of the Issuer Transaction Documents.
- (b) The Issuer shall provide to the Issuer Security Trustee such information as it shall reasonably request in writing to enable it to perform its functions as Issuer Security Trustee under the Issuer Transaction Documents.
- (c) The Issuer Security Trustee shall not be liable to the Issuer or any Issuer Secured Creditor for acting on the request direction or instruction of the Note Trustee.
- (d) The Issuer Security Trustee may provide information to the Funding 1 Security Trustee under the Funding 1 Deed of Charge and to the Note Trustee under the Note Trust Deed.
- (e) The Issuer Security Trustee shall be entitled to rely on any certificate addressed to it whether in its capacity as Issuer Security Trustee under this Deed, as Funding 1 Security Trustee under the Funding 1 Deed of Charge or as Note Trustee under the Note Trust Deed and may rely on information provided to it in any such capacity.
- (f) The Issuer Security Trustee, if not the same as the Note Trustee and/or the Funding 1 Security Trustee, shall provide the Note Trustee and the Funding 1 Security Trustee with any information that either or both of them reasonably require.
- (g) The Issuer Security Trustee, if not the same as the Funding 1 Security Trustee and/or the Note Trustee, shall notify the Note Trustee and/or the Funding 1 Security Trustee of any breach of any provisions of this Deed or the Issuer Transaction Documents any event of which it has knowledge which would or may result in this Deed or the Issuer Security created thereby becoming enforceable.
- (h) Nothing in this Deed shall preclude the Funding 1 Security Trustee, the Note Trustee and the Funding 1 Security Trustee from exchanging information.

13.5 The Trustee

- (a) Law Debenture Trust Company of New York (the **Initial Trustee**) is acting as Note Trustee under the Note Trust Deed and as Funding 1 Security Trustee under the Funding 1 Deed of Charge and as Issuer Security Trustee under this Deed (and while doing so the Initial Trustee and any successor which acts in all such capacities are referred to in this **Clause 13.5** as the **Trustee**). No entity may act as a trustee in any such capacity unless it is also the Trustee in all such capacities or unless the Trustee agrees otherwise or unless the Trustee resigns its office as trustee in one or more of such capacities. In any capacity as Trustee, the Trustee will not be liable to any Noteholder for any loss which it may suffer by reason of any conflict which may arise between the interests of such Noteholder and any other person to whom the Trustee owes duties as a result of the Trustee acting in all such capacities.
- (b) Neither the Initial Trustee nor any of its successors has any responsibility to Noteholders, the Issuer Secured Creditors or the Funding 1 Secured Creditors for the validity, sufficiency or enforceability

of the Issuer Security and the Funding 1 Security (which the Initial Trustee has not investigated) and shall accept such title and interest as any chargor or mortgagor has without responsibility for investigating the same or any defect there may be therein. Neither the Initial Trustee nor any of its successors are responsible for monitoring the performance by any person of its obligations to the Issuer, Funding 1 or any other person and each may assume until it has actual knowledge to the contrary that such obligations are being duly performed.

14. ISSUER POWER OF ATTORNEY

Immediately upon execution of this Deed, the Issuer will execute and deliver to the Issuer Security Trustee the Issuer Security Power of Attorney. The Issuer Security Trustee confirms that it may exercise the powers conferred under the Issuer Security Power of Attorney if:

- (a) the Issuer Security has become enforceable;
- (b) it considers such action necessary for the protection or preservation of the Attorney's (as defined in the Issuer Security Power of Attorney) interests and rights in and to the Issuer Charged Property; and/or
- (c) it considers such action ought to be done under the covenants, undertakings and provisions contained in this Deed on or at any time after the service of a Note Acceleration Notice.

15. FURTHER ASSURANCES

The Issuer must, at its own expense, take whatever action the Issuer Security Trustee or a Receiver may require for:

- (a) creating, perfecting or protecting any security intended to be created by this Deed; or
- (b) facilitating the realisation of any Issuer Charged Property, or the exercise of any right, power or discretion exercisable, by the Issuer Security Trustee or any Receiver or any of its delegates or sub-delegates in respect of any Issuer Charged Property.

This includes:

- (i) the execution of any transfer, conveyance, assignment, assignation or assurance of any property, whether to the Issuer Security Trustee or to its nominee; or
- (ii) the giving of any notice, order or direction and the making of any registration,

which, in any such case, the Issuer Security Trustee may think expedient.

16. ADDITIONAL PROVISIONS RELATING TO THE ISSUER SECURITY

16.1 Continuing Security

The Issuer Security will remain in force as continuing security for the Issuer Secured Obligations notwithstanding any settlement of account or the existence at any time of a credit balance on any Issuer Account or other account or any other act, event or matter.

16.2 No merger

The Issuer Security is in addition to, and will not be merged in, or in any way exclude or prejudice any other Security Interest or other right which the Issuer Security Trustee or any other Issuer

Secured Creditor may now or at any time have (or would apart from the Issuer Security have) as regards the Issuer or any other person in respect of the Issuer Secured Obligations.

16.3 Avoidance of security or payment

- (a) If an amount paid to the Issuer Security Trustee, the Noteholders or any of the other Issuer Secured Creditors under an Issuer Transaction Document is capable of being avoided or reduced by virtue of any provisions or enactments relating to bankruptcy, insolvency or liquidation for the time being in force or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (b) Any settlement, discharge or release between the Issuer and the Issuer Security Trustee (or any Receiver) will be conditional upon no security or payment granted or made to the Issuer Security Trustee (or any Receiver, as the case may be) by the Issuer or any other person being avoided or reduced by virtue of any provisions or enactments relating to bankruptcy, insolvency or liquidation for the time being in force.
- (c) If any security or payment is avoided or reduced in the circumstances described in **paragraph (a)** above, then the Issuer Security Trustee (or any Receiver, as the case may be) will be entitled to recover the value or amount of such security or payment from the Issuer as if the relevant settlement, discharge or release had not occurred.

16.4 Retention of Issuer Security

- (a) If the Issuer Security Trustee has grounds for believing that the Issuer may be unable to pay its debts as they fall due as at the date of any payment made by the Issuer to the Issuer Security Trustee, the Noteholders or any of the other Issuer Secured Creditors, then the Issuer Security Trustee may retain the Issuer Security until the expiry of a period of (subject to **paragraph (b)** below) one month plus the statutory period within which any assurance, security, guarantee or payment can be avoided or invalidated after the payment and discharge in full of all Issuer Secured Obligations notwithstanding any release, settlement, discharge or arrangement which may be given or made by the Issuer Security Trustee on, or as a consequence of, such payment or discharge of liability.
- (b) If, at any time within the period referred to in **paragraph (a)** above, any person presents a petition, or files documents with a court or any registrar for the winding-up or administration of the Issuer or any analogous proceedings are commenced by or against the Issuer, the Issuer Security Trustee may continue to retain the Issuer Security for such further period as it may determine and the Issuer Security will be deemed to continue to be held as security for the payment and discharge to the Issuer Security Trustee of all of the Issuer Secured Obligations.

16.5 Change of name, etc.

This Deed will remain valid and enforceable notwithstanding any change in the name, composition or constitution of the Issuer Security Trustee or the Issuer or any merger, amalgamation or consolidation by the Issuer Security Trustee or the Issuer with any other corporation.

16.6 Negative pledge

The Issuer shall not, save for the Issuer Security, or with the prior written consent of the Issuer Security Trustee, or unless otherwise permitted under any of the Issuer Transaction Documents, create or permit to subsist any Security Interest whatsoever, however created or arising (unless arising by operation of law) over any of its property, assets or undertakings present or future

(including any uncalled capital) or any interest, estate, right, title or benefit therein or use, invest or dispose of, including by way of sale or the grant of any Security Interest of whatsoever nature or otherwise deal with, or agree or attempt or purport to sell or otherwise dispose of (in each case whether by one or a series of transactions) or grant any option or right to acquire any such property, assets or undertaking present or future.

17. SET-OFF

- (a) The Issuer Security Trustee may at any time following a Note Event of Default (without notice and notwithstanding any settlement of account or other matter):
- (i) combine or consolidate all or any existing accounts of the Issuer whether in its own name or jointly with others and held by it or any Issuer Secured Creditor;
 - (ii) set-off or transfer all or any part of any credit balance or any sum standing to the credit of any account referred to in **paragraph (i)** above (whether or not the same is due to the Issuer from the Issuer Security Trustee or relevant Issuer Secured Creditor and whether or not the credit balance and the account in debit or the Issuer Secured Obligations are expressed in the same currency) in or towards satisfaction of any of the Issuer Secured Obligations; and/or
 - (iii) in its discretion, estimate the amount of any liability of the Issuer which is contingent or unascertained and set-off such estimated amount.
- (b) No amount will be payable by the Issuer Security Trustee to the Issuer unless and until all Issuer Secured Obligations have been ascertained and fully repaid or discharged.

18. RELEASE

18.1 Upon discharge of Issuer Secured Obligations

At the end of the Issuer Security Period, the Issuer Security Trustee will, at the cost of the Issuer, take whatever action is necessary to release or re-assign the Issuer Charged Property from the Issuer Security to, or to the order of, the Issuer.

18.2 Authorised Investments

Upon the Issuer or the Issuer Cash Manager on its behalf making a disposal of an Authorised Investment charged under this Deed and provided that the proceeds of such disposal are paid into the Issuer Transaction Account in accordance with the terms of this Deed and the Issuer Cash Management Agreement, such Authorised Investment will be deemed to be released from the Issuer Security the Issuer Security Trustee will, at the request and cost of the Issuer take whatever action is necessary to release that Authorised Investment from the Issuer Security.

18.3 Issuer Accounts

For the avoidance of doubt, all amounts which the Issuer Cash Manager (on behalf of the Issuer and following service of a Note Acceleration Notice if the Issuer Cash Manager is appointed as agent of the Issuer Security Trustee, the Issuer Security Trustee or its appointee) is permitted to withdraw from the Issuer Transaction Account pursuant to **Clause 6.2** (Priority of payments for Issuer Revenue Receipts – prior to service of a Note Acceleration Notice and service of an Intercompany Loan Acceleration Notice) and **Clause 6.3** (Priority of payments of Issuer Principal Receipts – prior to service of a Note Acceleration Notice or service of an Intercompany Loan Acceleration Notice) will be deemed to be released from the Issuer Security upon the relevant withdrawal provided that,

where the relevant amount is transferred to another Issuer Account, it will become subject to the Issuer Security in respect of that other Issuer Account.

18.4 Release under the Funding 1 Deed of Charge

If there is any release of security under the terms of the Funding 1 Deed of Charge, then the assets which are the subject of that release and formerly part of the Issuer Charged Property will automatically be released from the Issuer Security.

18.5 No liability for loss

The Issuer Security Trustee will not be liable to the Issuer or any other person for any loss, costs, claims or liabilities arising in connection with its acting upon a request made under this Clause and/or any release made under this Clause.

19. ISSUER REPRESENTATIONS

19.1 Title

The Issuer represents to the Issuer Security Trustee that it is the beneficial owner of the Issuer Charged Property and the Issuer Charged Property is free of any Security Interests (except for those created by or under this Deed) and any other rights or interests (including any licences) in favour of third parties.

19.2 No restriction

The Issuer represents to the Issuer Security Trustee that, as at each Closing Date, none of its property, assets and/or undertaking are subject to any restriction (whether contractual or otherwise) that may render the Security Interests granted by the Issuer under this Deed ineffective or which otherwise prohibit the grant of such Security Interests.

19.3 Steps taken

The Issuer represents to the Issuer Security Trustee that it has taken all necessary steps to enable it to create the Issuer Security in accordance with this Deed and has taken no actions or steps which will or may prejudice its rights, title and interest in, to and under the Issuer Charged Property.

19.4 Issuer Charged Documents

The Issuer represents to the Issuer Security Trustee that:

- (a) each Issuer Charged Document is its legally binding, valid, and enforceable obligation;
- (b) it is not in default of any of its obligations under any Issuer Charged Document;
- (c) there is no prohibition on assignment in any Issuer Charged Document; and
- (d) its entry into and performance of this Deed will not conflict with any term of any Issuer Charged Document.

19.5 Nature of security

The Issuer represents to the Issuer Security Trustee that this Deed creates those Security Interests it purports to create and is not liable to be amended or otherwise set aside on its liquidation or

administration or otherwise, except that Security Interests expressed to be fixed may take effect as a floating charge security.

19.6 United States Activities

The Issuer represents to the Issuer Security Trustee that it will not engage in any activities in the United States (directly or through agents), will not derive any income from United States sources as determined under United States income tax principles and will not hold any property if doing so would cause it to be engaged or deemed to be engaged in a trade or business within the United States as determined under United States tax principles.

19.7 Centre of main interests and establishment

- (a) The Issuer represents to the Issuer Security Trustee that its "centre of main interests" for the purposes of the Insolvency Regulation and the UNCITRAL Implementing Regulations is in England and it does not have any "establishment" (as defined in the Insolvency Regulation and the UNCITRAL Implementing Regulations) other than in England.
- (b) The Issuer undertakes to conduct its business and affairs such that, at all relevant times, its "centre of main interests" for the purposes of the Insolvency Regulation and the UNCITRAL Implementing Regulations will be and remain in England and it will not have any "establishment" (as defined in the Insolvency Regulation and the UNCITRAL Implementing Regulations) other than in England.

19.8 Times for making representations

- (a) The representations set out in this Deed (including in this Clause) are made on the date of this Deed.
- (b) Unless a representation is expressed to be given at a specific date, each representation under this Deed is deemed to be repeated by the Issuer on each date during the Issuer Security Period.
- (c) When a representation is repeated, it is applied to the circumstances existing at the time of repetition.

20. EVIDENCE OF INDEBTEDNESS

- (a) In any action, proceedings or claim relating to this Deed or the Issuer Security, any statement (which will contain information in reasonable detail in support thereof) as to:
 - (i) any amount due to any Issuer Secured Creditor;
 - (ii) all or any part of the Issuer Secured Obligations; or
 - (iii) any amounts which have been notified to the Issuer Security Trustee as being amounts due to any Issuer Secured Creditor,

in each case, which is certified as being correct by an officer of the Issuer Security Trustee in the case only of amounts due to the Issuer Security Trustee for its own account or an officer of the relevant Issuer Secured Creditor in any other case will be conclusive evidence that such amount is in fact due and payable.

- (b) Each Issuer Secured Creditor (other than the Issuer Security Trustee) shall, upon request, provide to the Issuer Security Trustee information regarding the Issuer Secured Obligations that are owed to it, provided that such Issuer Secured Creditor is satisfied (acting reasonably) that adequate confidentiality arrangements are in place between it and the Issuer Security Trustee with regard to the provision of such information and such information shall be binding on the Issuer Security Trustee.

21. RIGHTS CUMULATIVE

The respective rights of the Issuer Security Trustee and any Receiver under this Deed:

- (a) may be exercised as often as necessary;
- (b) are cumulative and not exclusive of its rights under the general law; and
- (c) may be waived only in writing and specifically.

Delay in exercising or non-exercise of any right is not a waiver of that right.

22. SEVERABILITY

If a term of this Deed is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect:

- (a) the legality, validity or enforceability in that jurisdiction of any other term of this Deed; or
- (b) the legality, validity or enforceability in any other jurisdiction of that or any other term of this Deed.

23. COUNTERPARTS

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

This Deed (in relation to any rights or assets situated in Scotland or otherwise governed by Scots law) shall be fully effective and binding on the Issuer upon at least one copy of this Deed having been executed and delivered by the Issuer, notwithstanding that this Deed has not then been executed and delivered by any other party hereto or that such other party has executed or executes or has delivered or delivers a counterpart of this Deed.

24. NOTICES

24.1 In writing

Any communication in connection with this Deed must be in writing and, unless otherwise stated, may be given in person, by post or by fax. Unless it is agreed to the contrary, any consent or agreement required under this Deed must be given in writing.

24.2 Party details

The contact details of each party to this Deed for all communications in connection with this Deed are those set out below:

- (a) **Issuer:** 35 Great St. Helen's, London EC3A 6AP
- For the attention of: The Directors
Telephone: +44 (0)207 398 6300
Facsimile: +44 (0)20 7398 6325
- (b) **Issuer Cash Manager:** Carlton Park, Narborough, Leicester LE19 0AL
- For the attention of: The Group Treasurer
Telephone: +44 (0)870 907 2299
Facsimile: +44 (0)870 907 2277
- (c) **Issuer Account Bank:** Carlton Park, Narborough, Leicester LE19 0AL
- For the attention of: The Group Treasurer
Telephone: +44 (0)870 907 2299
Facsimile: +44 (0)870 907 2277
- (d) **Note Trustee:** 767 Third Avenue – 31st Floor, New York, New York 10017
- For the attention of: Patrick Healy
Telephone: +1 212 750 6474
Facsimile: +1 212 750 1361
- (e) **Issuer Security Trustee:** 767 Third Avenue – 31st Floor, New York, New York 10017
- For the attention of: Patrick Healy
Telephone: +1 212 750 6474
Facsimile: +1 212 750 1361
- (f) **Agent Bank:** Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB
- For the attention of: Ratefix Desk
Telephone: +44 (0)20 7508 3755
Facsimile: +44 (0)20 7508 3874
- (g) **Registrar:** Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB
- For the attention of: Registrar Desk
Telephone: +44 (0)20 7508 7192
Facsimile: +44 (0)20 7508 3872/3878
- (h) **Principal Paying Agent:** Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB
- For the attention of: MTN Paying Agency
Telephone: +44 (0)20 7508 3809/3821
Facsimile: +44 (0)20 7508 3872/3878

- (i) **Transfer Agent:** Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB
 For the attention of: Registrar Desk
 Telephone: +44 (0)20 7508 7192
 Facsimile: +44 (0)20 7508 3872/3878
- (j) **Exchange Rate Agent:** Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB
 For the attention of: MTN Paying Agency
 Telephone: +44 (0)20 7508 3809/3821
 Facsimile: +44 (0)20 7508 3872/3878
- (k) **U.S. Paying Agent:** 14th Floor, 388 Greenwich Street, New York, New York 10013
 For the attention of: Agency & Trust
 Telephone: +1 212 816 5773
 Facsimile: +1 212 816 5527
- (l) **Issuer Swap Provider:** ABN Amro Bank, N. V., (London Branch) 250 Bishopsgate, London EC2M 4AA
 For the attention of: Structured Derivatives Documentation Queries
 Telephone: +44 (0)20 7678 3410/7173
 Facsimile: +44 (0)20 7857 9549/9430
- (m) **Issuer Swap Provider:** UBS AG, 100 Liverpool Street, London EC2M 2RH
 For the attention of: Credit Risk Management – Documentation Unit/Legal Department
 Telephone: +44 (0)20 7567 8000
 Facsimile: +44 (0)20 7567 4406 / 7568 9247
- (n) **Issuer Corporate Services Provider:** 35 Great St. Helen's, London EC3A 6AP
 For the attention of: The Directors
 Telephone: +44 (0)207 398 6300
 Facsimile: +44 (0)207 398 6325

24.3 Changes

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

24.4 Effectiveness

- (a) Except as provided below, any notice in connection with this Deed will be deemed to be given as follows:
- (i) if delivered in person, at the time of the delivery;

- (ii) if posted, five days after being deposited in the post, postage prepaid, in a correctly addressed envelope; and
 - (iii) if by fax, when received in legible form.
- (b) A communication given under **paragraph (a)** above but received on a non-working day or after business hours in the place of receipt will only be deemed to be given on the next working day in that place.

25. ASSIGNMENT

The Issuer Secured Creditors may not assign, encumber or transfer all or any part of its rights or benefits and/or transfer its obligations under this Deed without the prior written consent of the Issuer Security Trustee.

26. LANGUAGE

- (a) Any notice given in connection with this Deed must be in English.
- (b) Any other document provided in connection with this Deed must be:
 - (i) in English; or
 - (ii) accompanied by a certified English translation. In this case, the English translation prevails unless the document is a statutory or other official document.

27. LAW AND JURISDICTION

27.1 Governing Law

This Deed and all matters arising out of or in connection with it shall be governed by, and construed in accordance with, English law, provided that any terms of this Deed which are (a) particular to Northern Irish law shall be governed by, and shall be construed in accordance with, the laws of Northern Ireland and (b) particular to Scots law shall be construed in accordance with the laws of Scotland.

27.2 Submission to jurisdiction

The Issuer irrevocably agrees for the benefit of the Issuer Security Trustee and the other Issuer Secured Creditors that the English courts have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Deed and accordingly submits to the exclusive jurisdiction of the English courts. The Issuer waives any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum. The Issuer Security Trustee and the other Issuer Secured Creditors may take any suit, action or proceeding arising out of or in connection with this Deed (together referred to as **Proceedings**) against the Issuer in any other court of competent jurisdiction and concurrent Proceedings in any number of jurisdictions.

27.3 Waiver of trial by jury

Each party waives any right it may have to a jury trial of any claim or cause of action in connection with any Issuer Transaction Document or any transaction contemplated by any Issuer Transaction Document. This deed may be filed as a written consent to trial by court.

28. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

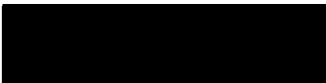
29. EFFECTIVENESS OF EXECUTION

This Deed (in relation to any rights or assets situated in Scotland or otherwise governed by Scots law) shall be fully effective and binding upon the Issuer and the Issuer Security Trustee upon at least one copy of this Deed having been executed and delivered by both the Issuer and the Issuer Security Trustee notwithstanding that any other person expressed to be a party to this Deed has not then executed and delivered this Deed and notwithstanding any such party has executed or executes and has delivered or delivers a counterpart of this Deed.

THIS DEED has been executed as a deed by each of the parties and delivered on the date stated at the beginning of this Deed.


The Issuer

EXECUTED as a DEED by)
FOSSE MASTER ISSUER PLC)
acting by two directors)
SFM Directors Limited, and)
SFM Directors (No. 2) Limited)



The Issuer Security Trustee

EXECUTED as a DEED by)
LAW DEBENTURE TRUST)
COMPANY OF NEW YORK)
acting by its duly authorised attorney/signatory)



By:
Duly authorised attorney/signatory
Name:

The Note Trustee

EXECUTED as a DEED by)
LAW DEBENTURE TRUST)
COMPANY OF NEW YORK)
acting by its duly authorised attorney/signatory)



By:
Duly authorised attorney/signatory
Name:

**Principal Paying Agent, Agent Bank,
Exchange Rate Agent, Registrar
and Transfer Agent**

EXECUTED as a DEED on behalf of)
CITIBANK, N.A., a company incorporated)
in the United States of America in its capacities)
as **Principal Paying Agent, Agent Bank,**)
Exchange Rate Agent, Registrar)
and **Transfer Agent**)



by:
being a person who, in accordance with)
the laws of that territory, is acting under the)
authority of the company)

U.S. Paying Agent

EXECUTED as a DEED on behalf of)
CITIBANK, N.A., a company incorporated)
in the United States of America)



by:
being a person who, in accordance with)
the laws of that territory, is acting under the)
authority of the company)

Issuer Swap Provider

EXECUTED as a DEED by)
ABN AMRO BANK N.V.)
acting by its duly authorised attorney)
By:
Name:

[Redacted]

Issuer Swap Provider

EXECUTED as a DEED by)
UBS AG)
acting by its duly authorised attorney)
By:
Name:

[Redacted]

[Redacted]

The Issuer Cash Manager

EXECUTED as a DEED by)
ALLIANCE & LEICESTER PLC)
acting by its duly authorised attorney)
By:
Name:

[Redacted]

The Issuer Account Bank

EXECUTED as a DEED by)
ALLIANCE & LEICESTER PLC)
acting by its duly authorised attorney)
By:
Name:

[Redacted]

The Issuer Corporate Services Provider

EXECUTED as a DEED by)
STRUCTURED FINANCE)
MANAGEMENT LIMITED)
acting by)
)

[Redacted]

[Redacted]

SCHEDULE 1

FORM OF ACCESSION DEED

THIS DEED is made on []

BETWEEN

- (1) **FOSSE MASTER ISSUER PLC**, a company incorporated in England and Wales with limited liability (registered number 5925693), and having its registered office at 35 Great St Helen's, London EC3A 6AP (the **Issuer**);
- (2) **LAW DEBENTURE TRUST COMPANY OF NEW YORK**, acting through its offices at 767 Third Avenue – 31st Floor, New York, New York 10017 (acting in its capacity as the **Issuer Security Trustee**, which expression includes such company and all other persons or companies for the time being acting as security trustee or security trustees under the Issuer Deed of Charge);
- (3) **LAW DEBENTURE TRUST COMPANY OF NEW YORK**, acting through its offices at 767 Third Avenue – 31st Floor, New York, New York 10017 (acting in its capacity as the **Note Trustee**, which expression includes such company and all other persons or companies for the time being acting as trustee or trustees for the Noteholders under the Note Trust Deed);
- (4) **CITIBANK N.A.**, a national association acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Principal Paying Agent**);
- (5) **CITIBANK N.A.**, a national association acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Registrar**);
- (6) **CITIBANK, N.A.**, a national association acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Transfer Agent**);
- (7) **CITIBANK N.A.**, a national association acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Agent Bank**);
- (8) **CITIBANK N.A.**, a national association acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Exchange Rate Agent**);
- (9) **CITIBANK N.A.**, a national association acting through its offices at 388 Greenwich Street, 14th Floor, New York, New York 10013 (acting in its capacity as the **U.S. Paying Agent**);
- (10) **ABN AMRO BANK N.V., London Branch** whose address is 250 Bishopsgate, London EC2M 4AA (acting in its capacity as an **Issuer Swap Provider**);
- (11) **UBS AG** whose address is 100 Liverpool Street, London EC2M 2RH (acting in its capacity as an **Issuer Swap Provider**);
- (12) **ALLIANCE & LEICESTER PLC**, a public limited company incorporated in England and Wales with limited liability (registered number 03263713), and having its registered office at Carlton Park, Narborough, Leicester LE19 0AL (acting in its capacity as the **Issuer Cash Manager**);
- (13) **ALLIANCE & LEICESTER PLC**, a public limited company incorporated in England and Wales with limited liability (registered number 03263713), and having its registered office at Carlton Park, Narborough, Leicester LE19 0AL (acting in its capacity as the **Issuer Account Bank**); and

- (14) **STRUCTURED FINANCE MANAGEMENT LIMITED**, a company incorporated in England and Wales, with limited liability (registered number 3853947), and having its registered office at 35 Great St. Helen's, London EC3A 6AP (acting in its capacity as the **Issuer Corporate Services Provider**).
- (15) [Any other additional Issuer Secured Creditor] (the "**New Issuer Secured Creditor**").

NOW THIS DEED WITNESSES AS FOLLOWS

WHEREAS

- (A) Pursuant to the terms of a [describe agreement] (the "**Agreement**") dated [●] made between the Issuer and the New Issuer Secured Creditor, the Issuer has agreed to [describe nature of the obligations of the Issuer under the Agreement].
- (B) The Issuer has agreed to provide the Issuer Security Trustee with the benefit of the security described in the Issuer Deed of Charge to secure the Issuer's obligations to the Issuer Secured Creditors.
- (C) The terms of the Issuer Deed of Charge permit the Issuer to secure its obligations to a New Issuer Secured Creditor thereunder.
- (D) The New Issuer Secured Creditor has agreed to enter into this Deed to accede to the provisions of the Issuer Deed of Charge.
- (E) The Issuer Secured Creditors have agreed to enter into this Deed to, among other things, acknowledge and agree to such accession and to permit any consequential changes to the Issuer Priority of Payments as are required and any other amendment as may be required to give effect to this Deed.

1. **INTERPRETATION**

The master definitions and construction schedule signed by, amongst others, Alliance & Leicester plc and dated 28 November 2006 (as the same may be amended, varied or supplemented from time to time with the consent of the parties thereto) (the **Master Definitions and Construction Schedule**) and the issuer master definitions and construction schedule signed by, amongst others, the parties to the Issuer Deed of Charge and dated 28 November 2006 (as the same may be amended, varied or supplemented from time to time with the consent of the parties thereto) (the **Issuer Master Definitions and Construction Schedule**) are expressly and specifically incorporated into this Deed and, accordingly, the expressions defined in the Master Definitions and Construction Schedule and the Issuer Master Definitions and Construction Schedule (as so amended, varied or supplemented) shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Deed, including the recitals thereto.

2. **REPRESENTATIONS AND WARRANTIES**

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

- (a) pursuant to the terms of the Agreement, the Issuer has agreed to pay to the New Issuer Secured Creditor the amount (if any) [describe in relation to the Agreement]; and
- (b) the Agreement expressly provides that all amounts due from the Issuer thereunder are to be secured by the Issuer Deed of Charge.

3. ACCESSION

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

- (a) confirms that as from [date], it intends to be a party to the Issuer Deed of Charge as an Issuer Secured Creditor;
- (b) undertakes to comply with and be bound by all of the provisions of the Master Definitions and Construction Schedule and the Issuer Master Definitions and Construction Schedule (as the same may be amended, varied or restated from time to time) and the Issuer Deed of Charge in its capacity as an Issuer Secured Creditor, as if it had been an original party thereto;
- (c) undertakes to perform comply with and be bound by all of the provisions of the Issuer Deed of Charge in its capacity as an Issuer Secured Creditor, as if it had been an original party thereto as provided in **Clause 4.6** (New Issuer Secured Creditors) of the Issuer Deed of Charge; and
- (d) agrees that the Issuer Security Trustee shall be the Issuer Security Trustee of the Issuer Deed of Charge for all Issuer Secured Creditors upon and subject to the terms set out in the Issuer Deed of Charge.

4. SCOPE OF THE ISSUER DEED OF CHARGE

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

- (a) the Agreement shall be treated as an Issuer Transaction Document; and
- (b) the New Issuer Secured Creditor shall be treated as an Issuer Secured Creditor.

5. [AMENDMENT TO THE ISSUER PRIORITY OF PAYMENTS

The Issuer Secured Creditors agree to amend and restate the Issuer Priority of Payments in accordance with **Appendix 1** hereto.]

6. APPLICATION

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

7. NOTICES AND DEMANDS

Any notice or communication under or in connection with this Deed, the Issuer Deed of Charge, the Issuer Master Definitions and Construction Schedule and the Master Definitions and Construction Schedule shall be given in the manner and at the times set out in **Clause 24** (Notices) of the Issuer Deed of Charge to the addresses given in this Clause or at such other address as the recipient may have notified to the other parties hereto and/or thereto in writing.

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

[]
For the attention of: []
Telephone: []
Facsimile: []

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

8. CHOICE OF LAW

This Deed is governed by and shall be construed in accordance with English law.

DULY EXECUTED AND DELIVERED AS A DEED by each of the parties hereto or on its behalf on the date appearing on page 1.

The Issuer

EXECUTED as a **DEED** by)
FOSSE MASTER ISSUER PLC)
acting by two directors)
SFM Directors Limited, and
SFM Directors (No. 2) Limited

The Issuer Security Trustee

EXECUTED as a **DEED** by)
LAW DEBENTURE TRUST)
COMPANY OF NEW YORK)
acting by its)
duly authorised attorney/signatory)

By:
Duly authorised attorney/signatory
Name:

The Note Trustee

EXECUTED as a **DEED** by)
LAW DEBENTURE TRUST)
COMPANY OF NEW YORK)
acting by its)
duly authorised attorney/signatory)

By:
Duly authorised attorney/signatory
Name:

EXECUTED as a **DEED** on behalf of)
CITIBANK, N.A., a company incorporated)
in the Unites States of America)
in its capacities as **Principal Paying Agent,**)
Exchange Rate Agent, Agent Bank,)
Registrar and Transfer Agent)

by:
being a person who, in accordance with)
the laws of that territory, is acting under the)
authority of the company)

U.S. Paying Agent

EXECUTED as a **DEED** on behalf of)
CITIBANK, N.A., a company incorporated)
in the Unites States of America)

by:
being a person who, in accordance with)
the laws of that territory, is acting under the)
authority of the company)

Issuer Swap Provider

EXECUTED as a **DEED** by)
ABN AMRO BANK N.V.)
acting by its duly authorised attorney)
By:
Name:

Issuer Swap Provider

EXECUTED as a **DEED** by)
UBS AG)
acting by its duly authorised attorney)
By:
Name:

The Issuer Cash Manager

EXECUTED as a **DEED** by)
ALLIANCE & LEICESTER PLC)
acting by its duly authorised attorney)
By:
Name:

The Issuer Account Bank

EXECUTED as a **DEED** by)
ALLIANCE & LEICESTER PLC)
acting by its duly authorised attorney)
By:
Name:

The Issuer Corporate Services Provider

EXECUTED as a **DEED** by)
STRUCTURED FINANCE)
MANAGEMENT LIMITED)
acting by)

New Issuer Secured Creditor

EXECUTED as a **DEED** by)
[])
acting by two)
directors/a director and the secretary)

Director

Director/Secretary

SCHEDULE 2

FORM OF NOTICE OF CHARGE

From: Fosse Master Issuer plc (the **Issuer**)

To: Fosse Funding (No.1) Limited (**Funding 1**)

Copy: Law Debenture Trust Company of New York (the **Issuer Security Trustee**)

28 November 2006

Dear Sirs,

We hereby give you notice that by a deed of charge dated 28 November 2006 and made between the Issuer, the Issuer Security Trustee and others (the **Issuer Deed of Charge**), the Issuer charged to the Issuer Security Trustee all of its right, title, interest and benefit, present and future, in, to and under the Intercompany Loan Agreement dated 28 November 2006 and the Funding 1 Deed of Charge (each as defined in the Master Definitions and Construction Schedule signed on the date hereof by, *inter alios*, the Issuer and Funding 1).

You are authorised and instructed henceforth to deal with the Issuer Security Trustee in relation to our rights (but not our obligations) under the Intercompany Loan Agreement and the Funding 1 Deed of Charge without further reference to us.

This notice is irrevocable. Please acknowledge receipt of this notice to the Issuer Security Trustee on the attached Consent to Charge.

Yours faithfully,

.....
For and on behalf of
Fosse Master Issuer plc

SCHEDULE 3

FORM OF CONSENT TO CHARGE

From: Fosse Funding (No.1) Limited

To: Law Debenture Trust Company of New York (the **Issuer Security Trustee**)
Fosse Master Issuer plc (the **Issuer**)

28 November 2006

Dear Sirs,

We hereby acknowledge receipt of the notice of charge dated 28 November 2006 relating to the Issuer Deed of Charge (as defined therein) as adequate notice of the charge described therein.

We agree to deal only with the Issuer Security Trustee in relation to the Issuer's rights (but not its obligations) under the Intercompany Loan Agreement and the Funding 1 Deed of Charge referred to, and as defined in, such notice without any reference to the Issuer.

We have not received from any other person any notice of charge of or any interest in the Intercompany Loan Agreement or the Funding 1 Deed of Charge.

Yours faithfully,

.....
SFM Directors Limited, as Director
For and on behalf of
Fosse Funding (No.1) Limited

SCHEDULE 4

FORM OF ISSUER SECURITY POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made on 28 November 2006 by **FOSSE MASTER ISSUER PLC** (registered number 5925693) whose registered office is 35 Great St. Helen's, London EC3A 6AP (the **Principal**).

WHEREAS:

- (1) By virtue of a deed of charge (the **Issuer Deed of Charge**) dated 28 November 2006 between, *inter alios*, the Principal, the Issuer Security Trustee, the Note Trustee, the Agent Bank, the Principal Paying Agent, the Registrar, the Transfer Agent, the Issuer Cash Manager, the Issuer Account Bank, the Issuer Corporate Services Provider and the Issuer Swap Providers (each as referred to therein) provision was made for the execution by the Principal of this Power of Attorney.
- (2) Words and phrases in this Power of Attorney shall (save where expressed to the contrary) have the same meanings respectively as the words and phrases in the Issuer Deed of Charge.

NOW THIS POWER OF ATTORNEY WITNESSETH:

1. The Principal hereby irrevocably and by way of security for the performance of the covenants, conditions, obligations and undertakings on the part of the Principal contained in the Issuer Deed of Charge appoints Law Debenture Trust Company of New York and any other person or persons for the time being the security trustee or security trustees of and under the Issuer Deed of Charge (the **Attorney**) and any receiver (including any administrative receiver) and any manager (the **Receiver**) and/or administrator (the **Administrator**) appointed from time to time by the Attorney or on its behalf its true and lawful attorney for and in the Principal's name or otherwise jointly and severally to do any act, matter or thing which the Attorney, Receiver or Administrator considers in each case bona fide necessary for the protection or preservation of the Attorney's interests and rights in and to the Issuer Charged Property or which ought to be done under the covenants, undertakings and provisions contained in the Issuer Deed of Charge on or at any time after the service of a Note Acceleration Notice or in any other circumstances where the Attorney has become entitled to take the steps referred to in **Clauses 9.4** (Power of sale) to **9.9** (Disposal of Issuer Charged Property) (inclusive) of the Issuer Deed of Charge including (without limitation) any or all of the following:
 - (a) to do every act or thing which the Attorney, Receiver or Administrator may deem to be necessary, proper or expedient for fully and effectually vesting, transferring or assigning the Issuer Security and/or the Issuer Charged Property or any part thereof and/or the Principal's estate, right, title, benefit and/or interest therein or thereto in or to the Attorney and its successors in title or other person or persons entitled to the benefit thereof in the same manner and as fully and effectually in all respects as the Principal could have done; and
 - (b) the power by writing under its hand by an officer of the Attorney (including every Receiver appointed under the Issuer Deed of Charge) from time to time to appoint a substitute attorney (each a **Substitute**) who shall have power to act on behalf of the Principal as if that Substitute shall have been originally appointed Attorney by this Power of Attorney and/or to revoke any such appointment at any time without assigning any reason therefor.
2. In favour of the Attorney, any Receiver and/or Administrator and/or Substitute, or a person dealing with any of them and the successors and assigns of such a person, all acts done and documents executed or signed by the Attorney, a Receiver, an Administrator or a Substitute in the purported exercise of any power conferred by this Power of Attorney shall for all purposes be valid and binding on the Principal and its successors and assigns.

3. The Principal irrevocably and unconditionally undertakes to indemnify the Attorney and each Receiver and/or Administrator and/or Substitute appointed from time to time by the Attorney and their respective estates (each as **Indemnified Party**) against all actions, proceedings, claims, costs, expenses and liabilities of every description arising from the exercise, or the purported exercise, of any of the powers conferred by this Power of Attorney, save where the same arises as the result of the fraud, negligence or wilful default of the relevant Indemnified Party or its officers or employees.
4. The provisions of **paragraph 3 above** shall continue in force after the revocation or termination, howsoever arising, of this Power of Attorney.
5. The laws of England shall apply to this Power of Attorney and the interpretation thereof and to all acts of the Attorney and each Receiver and/or Administrator and/or Substitute carried out or purported to be carried out under the terms hereof.
6. The Principal hereby agrees at all times hereafter to ratify and confirm whatsoever the said Attorney or its attorney or attorneys or any Receiver or Administrator or Substitute shall properly and lawfully do or cause to be done in and concerning the Issuer Security and/or the Issuer Charged Property.

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

EXECUTED as a **DEED** by)
FOSSE MASTER ISSUER PLC)
 acting by two directors, being)
 SFM Directors Limited)
 and SFM Directors (No. 2) Limited)

Witness's Signature:

Name:

Address:

SUPPLEMENTAL ISSUER DEED OF CHARGE

11 MARCH 2010

BETWEEN

FOSSE MASTER ISSUER PLC
(the Issuer)

ALLIANCE & LEICESTER PLC
(the Issuer Cash Manager and an Issuer Swap Provider)

SANTANDER UK PLC
(the Issuer Account Bank)

LAW DEBENTURE TRUST COMPANY OF NEW YORK
(the Issuer Security Trustee and the Note Trustee)

CITIBANK, N.A. (London Branch)
(the Principal Paying Agent, the Registrar, the Transfer Agent, the Exchange Rate Agent and the Agent Bank)

CITIBANK, N.A. (New York Branch)
(the US Paying Agent)

THE ROYAL BANK OF SCOTLAND N.V., London Branch
(an Issuer Swap Provider)

UBS AG, London Branch
(an Issuer Swap Provider)

CREDIT SUISSE INTERNATIONAL
(an Issuer Swap Provider)

THE ROYAL BANK OF SCOTLAND PLC
(an Issuer Swap Provider)

and

STRUCTURED FINANCE MANAGEMENT LIMITED
(the Issuer Corporate Services Provider)

ALLEN & OVERY

Allen & Overy LLP

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THIS SUPPLEMENTAL ISSUER DEED OF CHARGE is made on 11 March 2010

BETWEEN:

- (1) **FOSSE MASTER ISSUER PLC**, a company incorporated in England and Wales with limited liability (registered number 5925693), and having its registered office at 35 Great St. Helen's, London EC3A 6AP (the **Issuer**);
- (2) **ALLIANCE & LEICESTER PLC**, a public limited company incorporated in England and Wales with limited liability (registered number 03263713), whose registered office is at Carlton Park, Narborough, Leicester LE19 0AL (acting in its capacity as the **Issuer Cash Manager** appointed by the Issuer under the Issuer Cash Management Agreement);
- (3) **SANTANDER UK PLC**, a public limited company incorporated in England and Wales with limited liability (registered number 2294747), whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (acting in its capacity as the **Issuer Account Bank** appointed by the Issuer under the Issuer Bank Account Agreement);
- (4) **LAW DEBENTURE TRUST COMPANY OF NEW YORK**, acting through its offices at 400 Madison Avenue – 4th Floor, New York, New York 10017 (acting in its capacity as the **Issuer Security Trustee**, which expression includes such company and all other persons or companies for the time being acting as security trustee or security trustees under this Deed);
- (5) **LAW DEBENTURE TRUST COMPANY OF NEW YORK**, acting through its offices at 400 Madison Avenue – 4th Floor, New York, New York 10017 (acting in its capacity as the **Note Trustee**, which expression includes such company and all other persons or companies for the time being acting as trustee or trustees for the Noteholders under the Note Trust Deed);
- (6) **CITIBANK, N.A.** whose London branch address is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Principal Paying Agent**);
- (7) **CITIBANK, N.A.** whose London branch address is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacities as the **Registrar**);
- (8) **CITIBANK, N.A.** whose London branch address is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacities as the **Transfer Agent**);
- (9) **CITIBANK, N.A.** whose London branch address is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Agent Bank**);
- (10) **CITIBANK, N.A.** whose London branch address is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Exchange Rate Agent**);
- (11) **CITIBANK, N.A.** whose address is 14th Floor, 388 Greenwich Street, New York, New York 10013 (acting in its capacity as the **U.S. Paying Agent**);
- (12) **ALLIANCE & LEICESTER PLC**, a public limited company incorporated in England and Wales with limited liability (registered number 03263713), whose registered office is at Carlton Park, Narborough, Leicester LE19 0AL (acting in its capacity as an **Issuer Swap Provider**);
- (13) **THE ROYAL BANK OF SCOTLAND N.V.** (formerly known as ABN AMRO Bank N.V.), London Branch whose address is 250 Bishopsgate, London EC2M 4AA (acting in its capacity as an **Issuer Swap Provider**);

- (14) **UBS AG**, London Branch (formerly known as ABN AMRO Bank N.Y., London Branch) whose address is 100 Liverpool Street, London EC2M 2RH (acting in its capacity as an **Issuer Swap Provider**);
- (15) **THE ROYAL BANK OF SCOTLAND PLC**, a public limited company incorporated under Scots law with registered number SC90312 with offices at 135 Bishopsgate, London EC2M 3UR (acting in its capacity as an **Issuer Swap Provider**);
- (16) **CREDIT SUISSE INTERNATIONAL**, whose address is One Cabot Square, London E14 4QJ (acting in its capacity as an **Issuer Swap Provider**); and
- (17) **STRUCTURED FINANCE MANAGEMENT LIMITED** a company incorporated in England and Wales with limited liability (registered number 03853947), whose registered office is at 35 Great St. Helen's, London EC3A 6AP (acting in its capacity as the Issuer Corporate Services Provider appointed by the Issuer under the **Issuer Corporate Services Agreement**).

BACKGROUND:

- (A) This Deed is supplemental to the Issuer Deed of Charge made between, among others, the Issuer and the Issuer Security Trustee, and dated 28 November 2006 (the **Existing Issuer Deed of Charge**).
- (B) On 1 August 2007, Credit Suisse International acceded to the Issuer Deed of Charge in its capacity as an Issuer Swap Provider.
- (C) On 21 August 2008, The Royal Bank of Scotland plc acceded to the Issuer Deed of Charge in its capacity as an Issuer Swap Provider.
- (D) On 21 August 2008, Alliance & Leicester plc acceded to the Issuer Deed of Charge in its capacity as an Issuer Swap Provider.
- (E) On 23 November 2009, Santander UK plc replaced Alliance & Leicester as the Issuer Account Bank and acceded to the Issuer Deed of Charge in such capacity.
- (F) The parties have agreed to supplement and amend the Existing Issuer Deed of Charge pursuant to this Supplemental Issuer Deed of Charge.
- (F) It is intended that, pursuant to a bank business transfer scheme under Part VII of the Financial Services and Markets Act 2000 (the **Part VII Scheme**), all of Alliance & Leicester's business will be transferred to Santander UK. If the Part VII Scheme is approved and provides for the transfer of this Deed, all accrued rights and obligations of Alliance & Leicester in its capacities as the Issuer Cash manager and an Issuer Swap Provider under the Existing Deed of Charge (as supplemented and amended by this Deed) and all future rights and obligations of Alliance & Leicester in its capacity as the Issuer Cash Manager and an Issuer Swap Provider under the Existing Deed of Charge (as supplemented and amended by this Deed) will be transferred to, and vest in or become liabilities of (as applicable), Santander UK on the date that the Part VII Scheme becomes effective or any later date on which this Deed is transferred in accordance with the Part VII Scheme (the **Transfer Date**).

IT IS AGREED as follows:

1. INTERPRETATION

- 1.1 The master definitions and construction schedule signed by, amongst others, Alliance & Leicester plc and dated 28 November 2006 (as the same may be amended, restated, varied, supplemented and/or novated from time to time with the consent of the parties thereto, including on 1 August 2007,

20 December 2007, 23 November 2009 and the date hereof) (the **Master Definitions and Construction Schedule**) and the issuer master definitions and construction schedule, signed by, amongst others, the parties to this Deed and dated on 28 November 2006 (as the same may be amended, restated, varied, supplemented and/or novated from time to time with the consent of the parties this Deed, including on 1 August 2007, 20 December 2007, 23 November 2009 and the date hereof) (the **Issuer Master Definitions and Construction Schedule**) are expressly and specifically incorporated into this Deed and, accordingly, the expressions defined in the Master Definitions and Construction Schedule and the Issuer Master Definitions and Construction Schedule shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Deed, including the recitals thereto.

- 1.2 This Deed will be construed in accordance with the rules of construction set out in the Master Definitions and Construction Schedule.
- 1.3 Subject to the satisfaction of the Trustee Conditions Precedent, on and from the Transfer Date (if applicable), the Existing Issuer Deed of Charge (as supplemented and amended by this Deed) shall be construed as if Santander UK had always been a party to it instead of Alliance & Leicester in its capacities as the Issuer Cash Manager and an Issuer Swap Provider. Accordingly, on and from the Transfer Date (if applicable), subject to the satisfaction of the Trustee Conditions Precedent, all rights, liabilities, obligations, powers, trusts, authorities, duties and discretions exercised or performed (or exercisable or performable) by Alliance & Leicester in its capacities as the Issuer Cash Manager and an Issuer Swap Provider under the Existing Issuer Deed of Charge (as supplemented and amended by this Deed) prior to the Transfer Date will be deemed to have been exercised or performed (or to have been exercisable or performable) by Santander UK. However, the foregoing shall not apply to the extent inconsistent with the Part VII Scheme or to create or diminish any rights, liabilities, obligations, powers, trusts, authorities, duties or discretions or to create or diminish any other assets and liabilities (as to be defined in the Part VII Scheme) otherwise than as provided for in the Part VII Scheme.

2. AMENDMENT OF THE EXISTING ISSUER DEED OF CHARGE

With effect from the date hereof the Existing Issuer Deed of Charge is modified in such manner as would result in the Existing Issuer Deed of Charge as so modified being in the form set out in the Appendix 1 to this Supplemental Issuer Deed of Charge.

3. SUPPLEMENTAL

Save as expressly amended by this Deed, the Existing Issuer Deed of Charge shall remain in full force and effect and the security created thereunder and all of the other rights, powers, obligations and immunities comprised therein and arising pursuant thereto shall remain in full force and effect notwithstanding this Deed. The Existing Issuer Deed of Charge and this Deed shall henceforth be read and construed as one document and references in the Existing Issuer Deed of Charge to "this Deed" shall be read as references to the Existing Issuer Deed of Charge as supplemented and amended by this Deed.

4. COUNTERPARTS

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

This Deed (in relation to any rights or assets situated in Scotland or otherwise governed by Scots law) shall be fully effective and binding on the Issuer upon at least one copy of this Deed having

been executed and delivered by the Issuer, notwithstanding that this Deed has not then been executed and delivered by any other party thereto or that such other party has executed or executes or has delivered or delivers a counterpart to this Deed.

5. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

6. LAW AND JURISDICTION

6.1 Governing Law

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

6.2 Submission to jurisdiction

The Issuer irrevocably agrees for the benefit of the Issuer Security Trustee and the other Issuer Secured Creditors that the English courts have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Deed (and any non-contractual obligations arising out of or in connection with it) and accordingly submits to the exclusive jurisdiction of the English courts. The Issuer waives any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum. The Issuer Security Trustee and the other Issuer Secured Creditors may take any suit, action or proceeding arising out of or in connection with this Deed (and any non-contractual obligations arising out of or in connection with it) (together referred to as **Proceedings**) against the Issuer in any other court of competent jurisdiction and concurrent Proceedings in any number of jurisdictions.

6.3 Waiver of trial by jury

Each party waives any right it may have to a jury trial of any claim or cause of action in connection with this Deed or any transaction contemplated by this Deed. This Deed may be filed as a written consent to trial by court.

THIS DEED has been executed as a deed by each of the parties and delivered on the date stated at the beginning of this Deed.

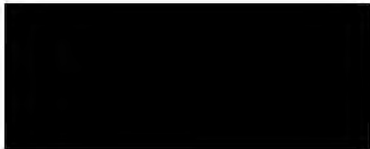
The Issuer

EXECUTED as a DEED by)
FOSSE MASTER ISSUER PLC)
acting by two directors)
SFM Directors Limited and)
SFM Directors (No. 2) Limited)



The Issuer Security Trustee

EXECUTED as a DEED by)
LAW DEBENTURE TRUST)
COMPANY OF NEW YORK)
acting by its duly authorised attorney/signatory)



By:
Duly authorised attorney/signatory
Name:

The Note Trustee

EXECUTED as a DEED by)
LAW DEBENTURE TRUST)
COMPANY OF NEW YORK)
acting by its duly authorised attorney/signatory)



By:
Duly authorised attorney/signatory
Name:

**Principal Paying Agent, Agent Bank,
Exchange Rate Agent, Registrar
and Transfer Agent**

EXECUTED as a DEED on behalf of)
CITIBANK, N.A., a company incorporated)
in the United States of America in its capacities)
as Principal Paying Agent, Agent Bank,)
Exchange Rate Agent, Registrar)
and Transfer Agent)

by:)
being a person who, in accordance with)
the laws of that territory, is acting under the)
authority of the company)

U.S. Paying Agent

EXECUTED as a DEED on behalf of)
CITIBANK, N.A., a company incorporated)
in the United States of America)

by:)
being a person who, in accordance with)
the laws of that territory, is acting under the)
authority of the company)

The Issuer Security Trustee

EXECUTED as a DEED by)
LAW DEBENTURE TRUST)
COMPANY OF NEW YORK)
acting by its duly authorised attorney/signatory)

By:
Duly authorised attorney/signatory
Name:

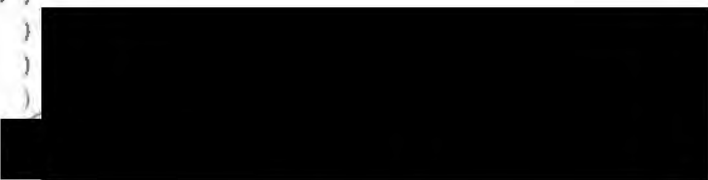
The Note Trustee

EXECUTED as a DEED by)
LAW DEBENTURE TRUST)
COMPANY OF NEW YORK)
acting by its duly authorised attorney/signatory)

By:
Duly authorised attorney/signatory
Name:

**Principal Paying Agent, Agent Bank,
Exchange Rate Agent, Registrar
and Transfer Agent**

EXECUTED as a DEED on behalf of)
CITIBANK, N.A., a company incorporated)
in the United States of America in its capacities)
as Principal Paying Agent, Agent Bank,)
Exchange Rate Agent, Registrar)
and Transfer Agent)



by:)
being a person who, in accordance with)
the laws of that territory, is acting under the)
authority of the company)



U.S. Paying Agent

EXECUTED as a DEED on behalf of)
CITIBANK, N.A., a company incorporated)
in the United States of America)

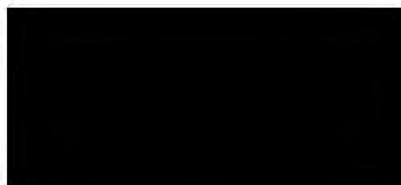


by:)
being a person who, in accordance with)
the laws of that territory, is acting under the)
authority of the company)



Issuer Swap Provider

EXECUTED as a DEED by)
THE ROYAL BANK OF SCOTLAND N.V.)
acting by its duly authorised attorney)
By:)
Name:)



Issuer Swap Provider

EXECUTED as a DEED by)
SANTANDER UK PLC)
acting by its duly authorised attorney)
By:)
Name:)



Issuer Swap Provider

EXECUTED as a DEED by)
THE ROYAL BANK OF SCOTLAND PLC)
acting by its duly authorised attorney)
By:)
Name:)



Issuer Swap Provider

EXECUTED as a DEED by)
CREDIT SUISSE INTERNATIONAL)
acting by its duly authorised attorney)
By:)
Name:)

Issuer Swap Provider

EXECUTED as a DEED by)
ALLIANCE & LEICESTER PLC)
acting by its duly authorised attorney)
By:)
Name:)



Issuer Swap Provider

EXECUTED as a DEED by)
THE ROYAL BANK OF SCOTLAND N.V.)
acting by its duly authorised attorney)
By:
Name:

Issuer Swap Provider

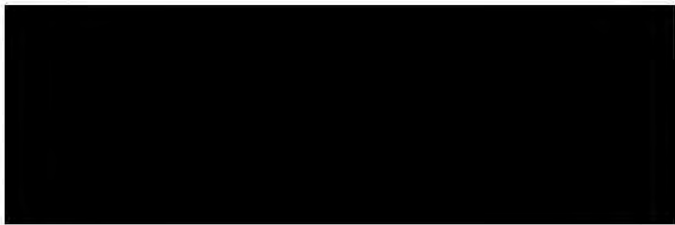
EXECUTED as a DEED by)
SANTANDER UK PLC)
acting by its duly authorised attorney)
By:
Name:

Issuer Swap Provider

EXECUTED as a DEED by)
THE ROYAL BANK OF SCOTLAND PLC)
acting by its duly authorised attorney)
By:
Name:

Issuer Swap Provider

EXECUTED as a DEED by)
CREDIT SUISSE INTERNATIONAL)
acting by its duly authorised attorney)
By:
Name:



Issuer Swap Provider

EXECUTED as a DEED by)
ALLIANCE & LEICESTER PLC)
acting by its duly authorised attorney)
By:
Name:

Issuer Swap Provider

**EXECUTED as a DEED by
UBS AG, LONDON BRANCH**
acting by two duly authorised signatories



By:
Name:



By:
Name:

The Issuer Cash Manager

**EXECUTED as a DEED by
ALLIANCE & LEICESTER PLC**
acting by its duly authorised attorney
By:
Name:



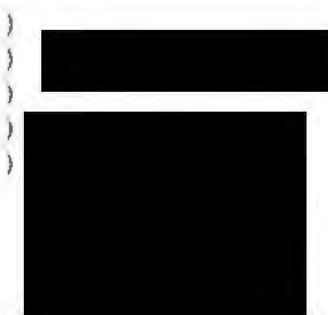
The Issuer Account Bank

**EXECUTED as a DEED by
SANTANDER UK PLC**
acting by its duly authorised attorney
By:
Name:



The Issuer Corporate Services Provider

**EXECUTED as a DEED by
STRUCTURED FINANCE
MANAGEMENT LIMITED**
acting by
two directors



APPENDIX 1

ISSUER DEED OF CHARGE

**ISSUER DEED OF CHARGE AS SUPPLEMENTED AND
AMENDED ON 11 MARCH 2010**

28 NOVEMBER 2006

BETWEEN

**FOSSE MASTER ISSUER PLC
(the Issuer)**

**ALLIANCE & LEICESTER PLC
(the Issuer Cash Manager)**

**SANTANDER UK PLC
(the Issuer Account Bank)**

**LAW DEBENTURE TRUST COMPANY OF NEW YORK
(the Issuer Security Trustee and the Note Trustee)**

**CITIBANK, N.A. (London Branch)
(the Principal Paying Agent, the Registrar, the Transfer Agent, the Exchange Rate Agent and the
Agent Bank)**

**CITIBANK, N.A. (New York Branch)
(the US Paying Agent)**

**ABN AMRO BANK N.V., London Branch
(an Issuer Swap Provider)**

**UBS AG, London Branch
(an Issuer Swap Provider)**

and

**STRUCTURED FINANCE MANAGEMENT LIMITED
(the Issuer Corporate Services Provider)**

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THIS ISSUER DEED OF CHARGE is dated 28 November 2006

- (1) **FOSSE MASTER ISSUER PLC**, a company incorporated in England and Wales with limited liability (registered number 5925693), and having its registered office at 35 Great St. Helen's, London EC3A 6AP (the **Issuer**);
- (2) **ALLIANCE & LEICESTER PLC**, a public limited company incorporated in England and Wales with limited liability (registered number 03263713), whose registered office is at Carlton Park, Narborough, Leicester LE19 0AL (acting in its capacity as the **Issuer Cash Manager** appointed by the Issuer under the Issuer Cash Management Agreement);
- (3) **ALLIANCE & LEICESTER PLC**, a public limited company incorporated in England and Wales with limited liability (registered number 03263713), whose registered office is at Carlton Park, Narborough, Leicester LE19 0AL (acting in its capacity as the **Issuer Account Bank** appointed by the Issuer under the Issuer Bank Account Agreement);
- (4) **LAW DEBENTURE TRUST COMPANY OF NEW YORK**, acting through its offices at 767 Third Avenue – 31st Floor, New York, New York 10017 (acting in its capacity as the **Issuer Security Trustee**, which expression includes such company and all other persons or companies for the time being acting as security trustee or security trustees under this Deed);
- (5) **LAW DEBENTURE TRUST COMPANY OF NEW YORK**, acting through its offices at 767 Third Avenue – 31st Floor, New York, New York 10017 (acting in its capacity as the **Note Trustee**, which expression includes such company and all other persons or companies for the time being acting as trustee or trustees for the Noteholders under the Note Trust Deed);
- (6) **CITIBANK, N.A.** whose London branch address is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Principal Paying Agent**);
- (7) **CITIBANK, N.A.** whose London branch address is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacities as the **Registrar**);
- (8) **CITIBANK, N.A.** whose London branch address is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacities as the **Transfer Agent**);
- (9) **CITIBANK, N.A.** whose London branch address is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Agent Bank**);
- (10) **CITIBANK, N.A.** whose London branch address is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Exchange Rate Agent**);
- (11) **CITIBANK, N.A.** whose address is 14th Floor, 388 Greenwich Street, New York, New York 10013 (acting in its capacity as the **U.S. Paying Agent**);
- (12) **ABN AMRO BANK N.V., London Branch** whose address is 250 Bishopsgate, London EC2M 4AA (acting in its capacity as an **Issuer Swap Provider**);
- (13) **UBS AG**, whose address is 100 Liverpool Street, London EC2M 2RH (acting in its capacity as an **Issuer Swap Provider**); and
- (14) **STRUCTURED FINANCE MANAGEMENT LIMITED** a company incorporated in England and Wales with limited liability (registered number 03853947), whose registered office is at 35 Great St.

Helen's, London EC3A 6AP (acting in its capacity as the **Issuer Corporate Services Provider** appointed by the Issuer under the Issuer Corporate Services Agreement).

BACKGROUND:

- (A) On or about the date of this Deed, the Issuer will issue the Series 2006-1 Notes and the Issuer and the other parties will enter into the Issuer Transaction Documents in order to consummate the transactions described in the Prospectus.
- (B) The Issuer has agreed to provide the Issuer Security to secure the Issuer Secured Obligations.
- (C) The Issuer Security Trustee has agreed to hold the benefit of the Issuer Security on trust for the benefit of the Issuer Secured Creditors subject to the terms and conditions of this Deed.
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Construction

- (a) The master definitions and construction schedule signed by, amongst others, Alliance & Leicester plc and dated 28 November 2006 (as the same may be amended, restated, varied and or novated from time to time with the consent of the parties to this Deed, including without limitation on 1 August 2007, 20 December 2007, 23 November 2009 and the date hereof) (the **Master Definitions and Construction Schedule**) and the issuer master definitions and construction schedule, signed by, amongst others, the parties to this Deed (as the same may be amended, restated, varied, supplemented and/or novated from time to time with the consent of the parties to this Deed, including without limitation on 28 November 2006, 1 August 2007, 20 December 2007, 23 November 2009 and the date hereof) (the **Issuer Master Definitions and Construction Schedule**) are expressly and specifically incorporated into this Deed and, accordingly, the expressions defined in the Master Definitions and Construction Schedule and the Issuer Master Definitions and Construction Schedule shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Deed, including the recitals thereto.
- (b) This Deed will be construed in accordance with the rules of construction set out in the Issuer Master Definitions and Construction Schedule.
- (c) If there is any conflict between the provisions of the Master Definitions and Construction Schedule, the Issuer Master Definitions and Construction Schedule and the provisions of this Deed, the provisions of this Deed will prevail.
- (d) The term **this Deed** means this Deed and any deed executed in accordance with, or expressed to be supplemental to, this Deed.
- (e) Any covenant of the Issuer under this Deed (other than a payment obligation) shall remain in force during the Issuer Security Period.
- (f) The terms of the other Issuer Transaction Documents are incorporated in this Deed to the extent required to give effect thereto and/or to ensure that any purported disposition

contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989 (the **LP(MP) Act**).

- (g) Unless the context otherwise requires, a reference to an Issuer Charged Property includes the proceeds of sale of that Issuer Charged Property.
- (h) The term **full title guarantee** will be construed in accordance with the LP (MP) Act but so that the covenants implied by the LP (MP) Act in respect of the Issuer Security do not include:
 - (i) the words "other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about" in section 3(1)(b) of the LP (MP) Act; and
 - (ii) section 6(2) of the LP (MP) Act.

2. SECURITY TRUST

2.1 Declaration of Trust

The Issuer Security Trustee holds all of the covenants, undertakings, Security Interests and other rights and benefits made or given under this Deed and the other Issuer Transaction Documents on trust for itself and the other Issuer Secured Creditors upon and subject to the terms and conditions of this Deed.

3. CREATION OF ISSUER SECURITY

3.1 General

- (a) All the Issuer Security:
 - (i) is created in favour of the Issuer Security Trustee for itself and as trustee on behalf of the other Issuer Secured Creditors;
 - (ii) is created over the present and future assets of the Issuer;
 - (iii) is security for the payment or discharge of the Issuer Secured Obligations; and
 - (iv) is made with full title guarantee, or in relation to any rights or assets situated in (A) Northern Ireland or governed by Northern Irish law, as beneficial owners and (B) Scotland or otherwise governed by Scots law, with absolute warrandice.
- (b) The term **all of its rights** as used in this Clause includes, unless the context requires otherwise:
 - (i) the benefit of all covenants, undertakings, representations, warranties and indemnities;
 - (ii) all powers and remedies of enforcement and/or protection;
 - (iii) all rights to receive payment of all amounts assured or payable (or to become payable), all rights to serve notices and/or to make demands and all rights to take such steps as are required to cause payment to become due and payable; and

- (iv) all causes and rights of action in respect of any breach and all rights to receive damages or obtain other relief in respect thereof,

in each case, in respect of the relevant Issuer Charged Property.

3.2 Contracts

The Issuer assigns by way of first fixed security (or, to the extent not assignable, charges by way of a first fixed charge) all of its rights in respect of the Issuer Charged Documents (without prejudice to, in respect of any Issuer Swap Agreement, and after giving effect to, any contractual netting provision contained in such agreement).

3.3 Issuer Accounts

The Issuer charges by way of a first fixed charge all of its rights in respect of:

- (a) any amount standing from time to time to the credit of the Issuer Accounts;
- (b) all interest paid or payable in relation to those amounts; and
- (c) all debts represented by those amounts.

3.4 Authorised Investments

The Issuer charges by way of a first fixed charge all of its rights in respect of:

- (a) the Authorised Investments made or purchased from time to time by or on behalf of the Issuer (whether owned by it or held by any nominee on its behalf) using moneys standing to the credit of the Issuer Accounts; and
- (b) all interest, moneys and proceeds paid or payable in relation to those Authorised Investments.

3.5 Miscellaneous

The Issuer charges by way of a first fixed charge all of its rights in respect of:

- (a) the benefit of all authorisations (statutory or otherwise) held in connection with its use of any Issuer Charged Property; and
- (b) any compensation which may be payable to it in respect of those authorisations.

3.6 Floating charge

- (a) The Issuer charges by way of a first floating charge all of its undertaking and all of its property and assets (including, without limitation, its uncalled capital) other than any property or assets at any time otherwise effectively charged or assigned by way of fixed charge or assignment under this **Clause 3** (but excepting from the foregoing exclusion all of the Issuer's undertaking, property and assets situated in Scotland or the rights to which are governed by Scots law, all of which are charged by the floating charge hereby created).
- (b) Except as provided below, the Issuer Security Trustee may, by notice to the Issuer, (and so far as permitted by applicable law), convert the floating charge created under this **Clause 3**

into a fixed charge as regards any of the Issuer's assets subject to the floating charge specified in that notice, if:

- (i) a Note Event of Default occurs;
 - (ii) the Issuer Security Trustee considers those assets or any part thereof to be in danger of being seized or sold under any form of distress, attachment, execution, diligence or other legal process or to be otherwise in jeopardy; and/or
 - (iii) a circumstance occurs which the Issuer Security Trustee considers to (or to be likely to) prejudice, imperil or threaten the Issuer Security.
- (c) Except as provided below, the floating charge created by this **Clause 3** will automatically (so far as permitted by applicable law) convert into a fixed charge as regards:
- (i) all of the Issuer's assets subject to the floating charge, upon the service of a Note Acceleration Notice; and/or
 - (ii) any assets of the Issuer subject to the floating charge, if those assets (contrary to the covenants and undertakings contained in the Issuer Transaction Documents):
 - (A) are or become subject to a Security Interest in favour of any person other than the Issuer Security Trustee; or
 - (B) are or become the subject of a sale, transfer or other disposition,

immediately prior to that Security Interest arising or that sale, transfer or other disposition being made.

- (d) The floating charge created by this **Clause 3** may not be converted into a fixed charge solely by reason of:
- (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,

under Section 1 of the Insolvency Act 1986.

- (e) The floating charge created by this **Clause 3** is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

4. ACKNOWLEDGEMENTS AND UNDERTAKINGS

4.1 Issuer Security

- (a) This Deed constitutes notice in writing to each Issuer Secured Creditor of the assignment or assignation of all of the Issuer's rights to the Issuer Charged Documents under **Clause 3.2** (Contracts).
- (b) By executing this Deed, each Issuer Secured Creditor acknowledges and consents to the assignment or assignation referred to in this **Clause 4.1** and the other Security Interests made or granted under this Deed and confirms that as of the date of this Deed it has not received from any other person notice of any assignment, assignation or charge of any Issuer Charged Property.

- (c) Immediately upon the execution of this Deed, the Issuer will deliver a notice of charge substantially in the form set out in **Schedule 2** (Form of Notice of Charge) to Funding 1 and will use all reasonable endeavours to procure delivery to the Issuer Security Trustee on the date of this Deed of receipt from Funding 1 substantially in the form set out in **Schedule 3** (Form of Consent to Charge).
- (d) Each Issuer Secured Creditor acknowledges the Issuer Security, and covenants to the Issuer Security Trustee not to do anything inconsistent with the Issuer Security or knowingly to prejudice that security or any of the Issuer Charged Property (or the Issuer Security Trustee's interest in those assets) provided that, subject to **Clause 5** (Restrictions on Exercise of Certain Rights), this Deed does not limit the rights of any of the Issuer Secured Creditors under the Issuer Transaction Documents.

4.2 Registration of Issuer Security

Within 21 calendar days of the date of creating the Issuer Security the Issuer undertakes to file (or to procure that a filing is made) with the Registrar of Companies pursuant to the provisions of Chapter I of Part XII of the Companies Act 1985 a duly completed Form 395 in respect of itself together with the required registration fee and an executed copy of this Deed.

4.3 Transaction Documents

Each Issuer Secured Creditor acknowledges that it is bound by, and deemed to have notice of, all of the provisions of the Issuer Transaction Documents as if it was a party to each Issuer Transaction Document.

4.4 Payments to the Issuer

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

4.5 Exercise of rights under Issuer Charged Documents

- (a) Subject to **Clause 8** and **Clause 12**, without prejudice to the rights of the Issuer Security Trustee after the security created under this Deed has become enforceable, the Issuer hereby authorises the Issuer Security Trustee, prior to the security created by this Deed becoming enforceable, to exercise or direct the exercise, or refrain from exercising or directing the exercise of, all rights, powers, authorities, discretions and remedies of the Issuer under or in respect of the Issuer Charged Documents referred to in **Clause 3.2** (Contracts). For the avoidance of doubt, the Issuer Security Trustee shall not be required to have regard to the interests of the Issuer in the exercise or non-exercise or the direction or non-direction of the exercise of any such rights, powers, authorities, discretions and remedies or to comply with any direction given by the Issuer in relation thereto.
- (b) The Issuer shall not, without the prior written consent of the Issuer Security Trustee:
 - (i) permit any of the Issuer Charged Documents to which it is a party to become invalid or ineffective or the priority of the security interests created or evidenced thereby or pursuant thereto to be varied;
 - (ii) consent to any variation of, or exercise any powers of consent or waiver pursuant to, the terms of any of the Issuer Charged Documents; or

- (iii) permit any party to any of the Issuer Charged Documents or any other person whose obligations form part of the Issuer Charged Property to be released from its obligations.

4.6 New Issuer Secured Creditors

- (a) In order to become a New Issuer Secured Creditor a creditor of the Issuer must enter into an Accession Deed in the form or substantially in the form set out in **Schedule 1** (Form of Accession Deed).
- (b) Each New Issuer Secured Creditor will be bound by the provisions of this Deed as if it contained covenants by each New Issuer Secured Creditor in favour of the Issuer Security Trustee and every other Issuer Secured Creditor to observe and be bound by all provisions of this Deed which apply to Issuer Secured Creditors.

5. RESTRICTIONS ON EXERCISE OF CERTAIN RIGHTS

5.1 Payments to Issuer Accounts

At all times prior to the release, re-assignment, retrocession and/or discharge under **Clause 18** (Release) of the Issuer Security, the Issuer will, save as otherwise provided in the Issuer Transaction Documents or unless the Issuer Security Trustee otherwise agrees in writing, procure that all amounts received by the Issuer under or in respect of the Issuer Transaction Documents will be credited to the Issuer Accounts in accordance with the terms of the Issuer Transaction Documents.

5.2 No withdrawals from Issuer Accounts

No payment, transfer and/or withdrawal may be made from any of the Issuer Accounts other than as expressly permitted under this Deed or the Issuer Cash Management Agreement or with the prior written consent of the Issuer Security Trustee.

5.3 No enforcement by Issuer Secured Creditors

- (a) Except as provided below, each of the Issuer Secured Creditors (other than, in the case of **paragraph (iii)** below, the Note Trustee and the Issuer Security Trustee) agrees with the Issuer and the Issuer Security Trustee that:
 - (i) only the Issuer Security Trustee may enforce the Issuer Security in accordance with the terms and conditions of this Deed;
 - (ii) it will not take any steps or proceedings to procure the winding up, administration or liquidation of the Issuer; and
 - (iii) it will not take any other steps or action against the Issuer or the Issuer Charged Property for the purpose of recovering any of the Issuer Secured Obligations (including by exercising any rights of set-off) or enforcing any rights arising out of the Issuer Transaction Documents against the Issuer.
- (b) If the Note Trustee has failed to serve a Note Acceleration Notice or to give directions to the Issuer Security Trustee to enforce the Issuer Security or the Issuer Security Trustee has failed to enforce the Issuer Security, in each case, within 30 days of becoming bound under the terms of the Conditions, the Note Trust Deed or this Deed, as the case may be, so to do and that failure is continuing or if there are no Notes outstanding, then each of the Issuer Secured Creditors (other than the Noteholders, to whom the provisions of **Condition 10** shall apply) will be entitled to take any steps and proceedings against the Issuer for the

purpose of recovering any of the Issuer Secured Obligations or enforcing any rights arising out of the Issuer Transaction Documents as it considers necessary or take any other proceedings (including lodging an appeal in any proceedings) in respect of or concerning the Issuer or the Issuer Charged Property other than any steps or proceedings:

- (i) in respect of procuring the winding up, administration or liquidation of the Issuer; and/or
- (ii) which would result in the breach by it of **Clause 6** (Payments out of the Issuer Accounts Prior to Acceleration) and/or **Clause 7** (Payments out of the Issuer Accounts Upon Acceleration) and/or any term of the other Issuer Transaction Documents.

5.4 Limited recourse

- (a) Each of the Issuer Secured Creditors (except for the Noteholders) hereby agrees that, notwithstanding any other provision of any Issuer Transaction Document, all obligations of the Issuer to each Issuer Secured Creditor (except for the Noteholders) in respect of the Issuer Secured Obligations owing to each Issuer Secured Creditor (except for the Noteholders) are limited in recourse as set out below:
 - (i) in the event of non-payment of any sum due and payable to an Issuer Secured Creditor (except for the Noteholders), its only remedy shall be enforcement of the Issuer Security in accordance with the provisions of this Deed and the other Issuer Transaction Documents; and
 - (ii) in the event that the net proceeds of enforcing and (as fully as practicable and over whatever time period the Issuer Security Trustee considers reasonably necessary) realising all the Issuer Security are (after application of the proceeds in accordance with the provisions of this Deed) insufficient to discharge in full the amount of any Issuer Secured Obligation owed to an Issuer Secured Creditor (except for the Noteholders), the Issuer's obligation in respect of the unpaid amount shall be automatically extinguished and such Issuer Secured Creditor shall have no further claim against the Issuer in respect of such unpaid amount.
- (b) The provisions of this **Clause 5.4** shall survive the termination of this Deed.

5.5 Amounts received by Issuer Secured Creditors

Each Issuer Secured Creditor agrees that if any amount is received by it (including by way of set-off) in respect of any Issuer Secured Obligation owed to it other than in accordance with the provisions of this Deed, then an amount equal to the difference between the amount so received by it and the amount that it would have received had it been paid in accordance with the provisions of this Deed shall be received and held by it as trustee for the Issuer Security Trustee and shall be paid over to the Issuer Security Trustee immediately upon receipt so that such amount can be applied in accordance with the provisions of this Deed.

6. PAYMENTS OUT OF THE ISSUER ACCOUNTS PRIOR TO ACCELERATION

6.1 Application

No payment, transfer and/or withdrawal may be made from any of the Issuer Accounts:

- (a) at any time upon and after enforcement of the Issuer Security without the prior written consent of the Issuer Security Trustee; and/or
- (b) under this Clause at any time upon and after a Note Acceleration Notice has been served.

6.2 Priority of payments for Issuer Revenue Receipts – prior to service of a Note Acceleration Notice and service of an Intercompany Loan Acceleration Notice

Notwithstanding the Issuer Security but subject to **Clause 6.1** (Application) and this **Clause 6.2**, the Issuer or the Issuer Cash Manager, on behalf of the Issuer, will withdraw funds standing to the credit of the Issuer Transaction Account representing Issuer Revenue Receipts on each Interest Payment Date (or on another date in respect of certain payments identified therein made to satisfy certain liabilities of the type described therein if those payments are due on that other date) to be applied in accordance with the terms and conditions of the Issuer Cash Management Agreement in the order of priority (in each case, only to the extent that payments of a higher order of priority have been made in full) as set out in **paragraph 3** of **schedule 2** of the Issuer Cash Management Agreement provided that any amounts raised by the Issuer by way of an issuance of Notes and standing to the credit of the Issuer Transaction Account will not be applied by the Issuer in accordance with such priority and such amounts will be advanced on such day by the Issuer to Funding 1 pursuant to the Intercompany Loan Agreement as a Loan Tranche corresponding to such Notes.

6.3 Priority of payments of Issuer Principal Receipts – prior to service of a Note Acceleration Notice or service of an Intercompany Loan Acceleration Notice

Notwithstanding the Issuer Security but subject to **Clause 6.1** (Application) and this **Clause 6.3**, the Issuer or the Issuer Cash Manager, on behalf of the Issuer, will withdraw funds standing to the credit of the Issuer Transaction Account representing Issuer Principal Receipts on each Interest Payment Date to be applied in accordance with the terms and conditions of the Issuer Cash Management Agreement in the order of priority (in each case, only to the extent that payments of a higher order of priority have been made in full) as set out in **paragraph 4** of **schedule 2** to the Issuer Cash Management Agreement provided that any amounts raised by the Issuer by way of an issuance of Notes, and standing to the credit of the Issuer Transaction Account will not be applied by the Issuer in accordance with such priority and such amounts will be advanced on such day by the Issuer to Funding 1 pursuant to the Intercompany Loan Agreement as a Loan Tranche corresponding to such Notes.

6.4 Authorised Investments

- (a) Notwithstanding the Issuer Security but subject to **Clause 6.1** (Application), the Issuer or the Issuer Cash Manager, on behalf of the Issuer, may withdraw amounts standing to the credit of the Issuer Accounts from time to time for the purpose of acquiring Authorised Investments in accordance with the terms of the Issuer Bank Account Agreement and the Issuer Cash Management Agreement. All amounts received in respect of any Authorised Investments (including any amounts received as a result of a disposal under **paragraph (b)** below) will be deposited into the relevant Issuer Transaction Account.
- (b) Notwithstanding the Issuer Security, the Issuer or the Issuer Cash Manager, on behalf of the Issuer, may sell or redeem or otherwise dispose of any Authorised Investments on any day prior to the enforcement of the Issuer Security subject to the terms and conditions of this Deed and the Issuer Cash Management Agreement.

6.5 Enforcement When Not All Amounts Due and Payable

If the Issuer Security Trustee enforces the Issuer Security at a time when either no amounts or not all amounts owing in respect of the Issuer Secured Obligations have become due and payable, the Issuer Security Trustee (or a Receiver) may, for so long as no such amounts or not all such amounts have become due and payable, pay any monies referred to in this **Clause 6** into, and retain such monies in, an interest-bearing account (a **retention account**) to be held by it as security and applied by it in accordance with **Clause 6** as and when any of the amounts referred to therein become due and payable.

7. PAYMENTS OUT OF THE ISSUER ACCOUNTS UPON ACCELERATION

7.1 Payment of Issuer Revenue Receipts after service of a Note Acceleration Notice but prior to the service of an Intercompany Loan Acceleration Notice

- (a) From and including the time when a Note Acceleration Notice has been served on the Issuer but prior to the service of an Intercompany Loan Acceleration Notice, the Issuer Cash Manager or, if the Issuer Security has also been enforced, the Issuer Security Trustee (or any Receiver) will apply all Issuer Revenue Receipts and all other amounts received or recovered by the Issuer Security Trustee or any Receiver for the benefit of the Issuer Secured Creditors in respect of the Issuer Secured Obligations in accordance with **Clause 6.2** (Priority of payments for Issuer Revenue Receipts – prior to service of a Note Acceleration Notice and service of an Intercompany Loan Acceleration Notice), except that such amount will be applied on the date of receipt or recovery, and as if:
- (i) any reference in the Issuer Cash Management Agreement to the Issuer Pre-Acceleration Revenue Priority of Payments to an amount payable by the Issuer which is not an Issuer Secured Obligation were deleted; and
 - (ii) **Clause 6.2** (Priority of payments for Issuer Revenue Receipts – prior to service of a Note Acceleration Notice and service of an Intercompany Loan Acceleration Notice) and the Issuer Pre-Acceleration Revenue Priority of Payments were expressed to be subject to the provisions of **Clause 6.5** (Enforcement When Not All Amounts Due and Payable).
- (b) Following the service of a Note Acceleration Notice, at the written request of the Issuer Security Trustee, the Issuer Cash Manager shall cease to act as an agent for the Issuer and shall instead act as an agent of the Issuer Security Trustee with respect to the provision of the services pursuant to the Issuer Cash Management Agreement.

7.2 Priority of payments of Issuer Principal Receipts – after Note Acceleration but before Intercompany Loan Acceleration

Following the service of a Note Acceleration Notice but prior to the service of an Intercompany Loan Acceleration Notice on Funding 1, the Issuer Cash Manager, or if the Issuer Security has been enforced, the Issuer Security Trustee (or Receiver appointed on its behalf) will apply Issuer Principal Receipts on each Interest Payment Date or such other date to repay the Notes in the following manner (the **Issuer Post-Acceleration Principal Priority of Payments**):

- (a) the Class A Notes: from principal amounts received by the Issuer or the Issuer Security Trustee (as the case may be) from Funding 1 in respect of each AAA Loan Tranche (and in respect of (ii) below, the principal amounts received (if any) from the Issuer Swap Providers under the relevant Issuer Swap Agreements in respect of the related Series and Class of Notes) or otherwise recovered:

- (i) to pay amounts due and payable (in respect of principal) to the relevant Issuer Swap Providers in respect of the related Series and Class of Class A Notes in accordance with the terms of the relevant Issuer Swap Agreements; and
 - (ii) to pay amounts due and payable in respect of principal (if any) on the related Series and Class of Class A Notes;
- (b) the Class B Notes: from principal amounts received by the Issuer or the Issuer Security Trustee (as the case may be) from Funding 1 in respect of each AA Loan Tranche (and in respect of (ii) below, the principal amounts received (if any) from the Issuer Swap Providers under the relevant Issuer Swap Agreements in respect of the related Series and Class of Notes) or otherwise recovered:
 - (i) to pay amounts due and payable (in respect of principal) to the relevant Issuer Swap Providers in respect of the related Series and Class of Class B notes in accordance with the terms of the relevant Issuer Swap Agreements; and
 - (ii) to pay amounts due and payable in respect of principal (if any) on the related Series and Class of Class B Notes;
- (c) the Class M Notes: from principal amounts received by the Issuer or the Issuer Security Trustee (as the case may be) from Funding 1 in respect of each A Loan Tranche (and in respect of (ii) below, the principal amounts received (if any) from the Issuer Swap Providers under the relevant Issuer Swap Agreements in respect of the related Series and Class of Notes) or otherwise recovered:
 - (i) to pay amounts due and payable (in respect of principal) to the relevant Issuer Swap Providers in respect of the related Series and Class of Class M Notes in accordance with the terms of the relevant Issuer Swap Agreements; and
 - (ii) to pay amounts due and payable in respect of principal (if any) on the related Series and Class of Class M Notes;
- (d) the Class C Notes: from principal amounts received by the Issuer or the Issuer Security Trustee (as the case may be) from Funding 1 in respect of each BBB Loan Tranche (and in respect of (ii) below, the principal amounts received (if any) from the Issuer Swap Providers under the relevant Issuer Swap Agreements in respect of the related Series and Class of Notes) or otherwise recovered:
 - (i) to pay amounts due and payable (in respect of principal) to the relevant Issuer Swap Providers in respect of the related Series and Class of Class C Notes in accordance with the terms of the relevant Issuer Swap Agreements; and
 - (ii) to pay amounts due and payable in respect of principal (if any) on the related Series and Class of Class C Notes;
- (e) the Class D Notes: from principal amounts received by the Issuer or the Issuer Security Trustee (as the case may be) from Funding 1 in respect of each BB Loan Tranche (and in respect of (ii) below, the principal amounts received (if any) from the Issuer Swap Providers under the relevant Issuer Swap Agreements in respect of the related Series and Class of Notes) or otherwise recovered:

- (i) to pay amounts due and payable (in respect of principal) to the relevant Issuer Swap Providers in respect of the related Series and Class of Class D Notes in accordance with the terms of the relevant Issuer Swap Agreements; and
 - (ii) to pay amounts due and payable in respect of principal (if any) on the related Series and Class of Class D Notes; and
- (f) the Class Z Notes: from principal amounts received by the Issuer or the Issuer Security Trustee (as the case may be) from Funding 1 in respect of each NR Loan Tranche or otherwise recovered, to pay amounts due and payable in respect of principal (if any) on the related Series and Class of Class Z Notes.

The amounts standing to the credit of any sub-ledger of the Issuer Principal Ledger (in respect of a Series and Class of Notes) may only be applied by the Issuer Cash Manager or following enforcement of the Issuer Security, the Issuer Security Trustee to pay the principal amounts due (if any) in respect of such Series and Class of Notes under the Issuer Post-Acceleration Principal Priority of Payments.

7.3 Priority of payments of Issuer Principal Receipts and Issuer Revenue Receipts – after Intercompany Loan Acceleration

- (a) Following the service of an Intercompany Loan Acceleration Notice on Funding 1 all amounts received by the Issuer Cash Manager or, following the enforcement of the Issuer Security all amounts received or recovered by the Issuer Security Trustee (or a Receiver appointed on its behalf) shall be applied in accordance with the order of priorities set out in **paragraph (b)** below (known as the **Issuer Post-Enforcement Priority of Payments Following an Intercompany Loan Acceleration**).
- (b) On any day following the service of an Intercompany Loan Acceleration Notice on Funding 1 amounts are received by the Issuer Cash Manager or, following the enforcement of the Issuer Security, amounts are received or recovered by the Issuer Security Trustee, the Issuer Cash Manager or the Issuer Security Trustee, as applicable, will apply amounts (other than amounts representing (i) any Excess Swap Collateral which shall be returned directly to the relevant Issuer Swap Provider and (ii) in respect of each Issuer Swap Provider, prior to the designation of an Early Termination Date under the relevant Issuer Swap Agreement and the resulting application of the collateral by way of netting or set-off, an amount equal to the value of all collateral (other than Excess Swap Collateral) provided by such Issuer Swap Provider to the Issuer pursuant to the relevant Issuer Swap Agreement (and any interest or distributions in respect thereof; provided that the Issuer Security Trustee has received prior written confirmation from the relevant Issuer Swap Provider of the amounts (if any) due under subclauses (i) and (ii) beforehand which confirmation shall be binding and conclusive on all parties)) received or recovered following acceleration of the Intercompany Loan and/or enforcement of the Issuer Security as follows (in each case, only to the extent that payments of a higher order of priority have been paid in full):
 - (i) without priority among them but in proportion to the respective amounts due, to pay amounts due to:
 - (A) the Issuer Security Trustee and any Receiver appointed by the Issuer Security Trustee together with interest and any amount in respect of VAT on those amounts and any amounts then due or to become due to the Issuer Security Trustee and the Receiver under the provisions of this Deed;

- (B) the Note Trustee together with interest and any amount in respect of VAT on those amounts and any amounts then due or to become due and payable to the Note Trustee under the provisions of the Note Trust Deed; and
 - (C) the Agent Bank, the Paying Agents, the Registrar, the Exchange Rate Agent and the Transfer Agent together with interest and any amount in respect of VAT on those amounts and any costs, charges, liabilities and expenses then due or to become due and payable to them under the provisions of the Paying Agent and Agent Bank Agreement;
- (ii) without priority among them but in proportion to the respective amounts due, towards payment of amounts (together with any amount in respect of VAT on those amounts) due and payable to the Issuer Cash Manager under the Issuer Cash Management Agreement and to the Issuer Corporate Services Provider under the Issuer Corporate Services Agreement and to the Issuer Account Bank under the Issuer Bank Account Agreement;
 - (iii) subject to item (iv) below, without priority among them but in proportion to the respective amounts due, to pay amounts due to the Issuer Swap Providers for each Series of Class A Notes (excluding any termination payment);
 - (iv) without priority among them but in proportion to the respective amounts due, to pay interest due or overdue on, and to repay principal of, the applicable Series of Class A Notes and to pay any Swap Termination Payment due to the Issuer Swap Provider for each Series of Class A Notes (but excluding any Issuer Swap Excluded Termination Amount) provided that if the amounts available for distribution under this item (iv) (on the assumption that no amounts are due and payable under item (iii) and no amounts are received from any Issuer Swap Provider) would be insufficient to pay the sterling equivalent of the amounts due and payable under this item (iv), the shortfall will be divided amongst all such amounts on a *pro rata* basis and the amount payable by the Issuer to the Issuer Swap Provider in respect of any Series of Class A Notes under item (iii) above will be reduced by the amount of the shortfall applicable to that Series of Class A Notes;
 - (v) subject to item (vi) below, without priority among them but in proportion to the respective amounts due, to pay amounts due to the Issuer Swap Providers for each Series of Class B Notes (excluding any termination payment);
 - (vi) without priority among them but in proportion to the respective amounts due, to pay interest due or overdue on, and to repay principal of, the applicable Series of Class B Notes and to pay any Swap Termination Payment due to the Issuer Swap Provider for each Series of Class B Notes (but excluding any Issuer Swap Excluded Termination Amount) provided that if the amounts available for distribution under this item (vi) (on the assumption that no amounts are due and payable under item (v) and no amounts are received from any Issuer Swap Provider) would be insufficient to pay the sterling equivalent of the amounts due and payable under this item (vi), the shortfall will be divided amongst all such amounts on a *pro rata* basis and the amount payable by the Issuer to the Issuer Swap Provider in respect of any Series of Class B Notes under item (v) above will be reduced by the amount of the shortfall applicable to that Series of Class B Notes;

- (vii) subject to item (vii) below, without priority among them but in proportion to the respective amounts due, to pay amounts due to the Issuer Swap Providers for each Series of Class M Notes (excluding any termination payment);
- (viii) without priority among them but in proportion to the respective amounts due, to pay interest due or overdue on, and to repay principal of, the applicable Series of Class M Notes and to pay any Swap Termination Payment due to the Issuer Swap Provider for each Series of Class M Notes (but excluding any Issuer Swap Excluded Termination Amount) provided that if the amounts available for distribution under this item (viii) (on the assumption that no amounts are due and payable under item (vii) above and no amounts are received from any Issuer Swap Provider) would be insufficient to pay the sterling equivalent of the amounts due and payable under this item (viii), the shortfall will be divided amongst all such amounts on a pro rata basis and the amount payable by the Issuer to the Issuer Swap Provider in respect of any Series of Class M Notes under item (vii) above will be reduced by the amount of the shortfall applicable to that Series of Class M Notes;
- (ix) subject to item (x) below, without priority among them but in proportion to the respective amounts due, to pay amounts due to the Issuer Swap Providers for each Series of Class C Notes (excluding any termination payment);
- (x) without priority among them but in proportion to the respective amounts due, to pay interest due or overdue on, and to repay principal of, the applicable Series of Class C Notes and to pay any Swap Termination Payment due to the Issuer Swap Provider for each Series of Class C Notes (but excluding any Issuer Swap Excluded Termination Amount) provided that if the amounts available for distribution under this item (x) (on the assumption that no amounts are due and payable under item (ix) and no amounts are received from any Issuer Swap Provider) would be insufficient to pay the sterling equivalent of the amounts due and payable under this item (x), the shortfall will be divided amongst all such amounts on a *pro rata* basis and the amount payable by the Issuer to the Issuer Swap Provider in respect of any Series of Class C Notes under item (ix) above will be reduced by the amount of the shortfall applicable to that Series of Class C Notes;
- (xi) subject to item (xii) below, without priority among them but in proportion to the respective amounts due, to pay amounts due to the Issuer Swap Providers for each Series of Class D Notes (excluding any termination payment);
- (xii) without priority among them but in proportion to the respective amounts due, to pay interest due or overdue on, and to repay principal of, the applicable Series of Class D Notes and to pay any Swap Termination Payment due to the Issuer Swap Provider for each Series of Class D Notes (but excluding any Issuer Swap Excluded Termination Amount) provided that if the amounts available for distribution under this item (xii) (on the assumption that no amounts are due and payable under item (xi) and no amounts are received from any Issuer Swap Provider) would be insufficient to pay the sterling equivalent of the amounts due and payable under this item (xii), the shortfall will be divided amongst all such amounts on a pro rata basis and the amount payable by the Issuer to the Issuer Swap Provider in respect of any Series of Class D Notes under item (xi) above will be reduced by the amount of the shortfall applicable to that Series of Class D Notes;
- (xiii) to pay interest due or overdue on, and to repay principal of, the applicable Series of Class Z Notes;

- (xiv) without priority among them but in proportion to the respective amounts due, to pay any Issuer Swap Excluded Termination Amount to the Issuer Swap Providers; and
- (xv) the balance to the Issuer.

Notwithstanding the above, amounts standing to the credit of any sub-ledger to the Issuer Revenue Ledger and/or the Issuer Principal Ledger (in respect of a Series and Class of Notes) may only be applied by the Issuer Cash Manager and/or the Issuer Security Trustee (as applicable) to pay the interest, principal and other amounts due in respect of such Series and Class of Notes or any shortfall in the amounts available to pay items (i) to (ii) under the Issuer Post-Enforcement Priority of Payments Following an Intercompany Loan Acceleration and may not be applied in payment of interest, principal and other amounts due in respect of any other Series and Class of Notes.

8. ENFORCEMENT BY THE ISSUER SECURITY TRUSTEE

8.1 Mandatory enforcement

- (a) Subject to **Clause 8.2** (Administrative Receiver), the Issuer Security Trustee will not, and will not be bound to, take any steps, institute any proceedings, exercise its rights, powers, discretions, authorities, duties, and/or functions (including, without limitation, in giving its consent, approval or authorisation to any event, matter or thing requested or making any determination) and/or to take any other action under or in connection with any of the Issuer Transaction Documents (including, without limitation, enforcing the Issuer Security and/or lodging an appeal in any proceedings) unless the Issuer Security Trustee:
 - (i) has been indemnified and/or secured to its satisfaction against all liabilities, cost, charges, expenses, losses and claims to which it may render itself liable or which it may incur by so doing and, for this purpose, the Issuer Security Trustee 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 to indemnify it; and
 - (ii) is directed to do so by:
 - (A) the Note Trustee; or
 - (B) if there are no Notes outstanding, all of the other Issuer Secured Creditors,

(in each case, the **Instructing Party**), in which case the Issuer Security Trustee will be bound to take such action in the manner instructed by the Instructing Party, provided that the Issuer Security Trustee may at all times, whether or not so instructed, take such action in respect of any right, power or discretion which is personal to the Issuer Security Trustee or is to preserve or protect the Issuer Security Trustee's position or is of a purely administrative nature.

- (b) The Issuer Security Trustee shall not be liable to any Issuer Secured Creditor for any action it may take in accordance with any instructions received pursuant to **paragraph (a)** above. The Issuer Security Trustee shall be entitled to seek clarification from the relevant Instructing Party with regard to such instructions and may in its discretion elect not to act pending receipt of such clarification to its satisfaction from such relevant Instructing Party and shall not be liable to any person for any loss occasioned thereby.
- (c) Upon being directed by the Note Trustee to enforce the Issuer Security in accordance with **paragraph (a)** above, the Issuer Security Trustee will notify the Issuer, the Seller and the Issuer Secured Creditors of such direction.

8.2 Administrative Receiver

- (a) Notwithstanding any term of this Deed, subject to **paragraph (b)** below, the Issuer Security Trustee must enforce the Issuer Security by appointing an administrative receiver in respect of the Issuer if it has actual notice of:
- (i) an application for the appointment of an administrator in respect of the Issuer; or
 - (ii) the giving of a notice of intention to appoint an administrator in respect of the Issuer, and
 - (iii) subject to **Clause 13.1(c)**, the Issuer Security Trustee shall be indemnified and/or secured in accordance with the provisions of this Deed,

and that appointment shall take effect not later than the final day by which it must take effect in order to prevent an administration proceeding.

- (b) The Issuer Security Trustee is not liable for any failure to appoint or delay in appointing an administrative receiver in respect of the Issuer, save in the case of its own gross negligence, wilful default or fraud and, for the avoidance of doubt:
- (i) nothing in this **Clause 8.2** shall be construed so as to impose on the Issuer Security Trustee any obligation to indemnify any administrative receiver appointed by it pursuant to this **Clause 8.2** except to the extent of (and from) the cash and assets comprising the Issuer Security held by the Issuer Security Trustee at such time; and
 - (ii) the Issuer Security Trustee shall have no liability if, having used its reasonable endeavours, it is unable to find a person who is willing to be appointed as an administrative receiver on the terms as to indemnification referred to in **paragraph (b)(i)** above.
- (c) The Issuer Security Trustee shall not be liable to any Issuer Secured Creditor for any action it may take in accordance with **paragraph (a)** above.
- (d) The Issuer hereby waives any claims against the Issuer Security Trustee in respect of any appointment made pursuant to this **Clause 8.2**.

9. ENFORCEMENT OF ISSUER SECURITY

9.1 General

- (a) For the purposes of all powers implied by statute, the Issuer Secured Obligations are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the 1925 Act (restricting the power of sale) and Section 93 of the 1925 Act (restricting the right of consolidation) do not apply to the Security Interests comprised in the Issuer Security.

9.2 Note Event of Default

The Issuer Security will become immediately enforceable upon the service of a Note Acceleration Notice or, if there are no Notes outstanding, upon failure by the Issuer to pay any other Issuer Secured Obligation on its due date (subject to any applicable grace period).

9.3 Privileges

The Issuer Security Trustee and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the 1925 Act on mortgagees and receivers duly appointed under the 1925 Act, except that Section 103 of the 1925 Act does not apply.

9.4 Power of sale

The power of sale and other powers conferred by Section 101 of the 1925 Act, as extended and varied by this Deed, will be immediately exercisable at any time after the Issuer Security has become enforceable.

9.5 Extension of the 1925 Act

- (a) The statutory powers of leasing conferred on the Issuer Security Trustee are extended so as to authorise the Issuer Security Trustee to lease, make agreements for leases, accept surrenders of leases and grant options as the Issuer Security Trustee may think fit and without the need to comply with any provision of Section 99 or 100 of the 1925 Act.
- (b) The statutory powers of sale and the other powers conferred on the Issuer Security Trustee by Section 101(1) and (2) of the 1925 Act are extended so as to authorise the Issuer Security Trustee (upon such terms as the Issuer Security Trustee may think fit and in accordance with the terms of this Deed) to:
 - (i) make demand in the name of the other Issuer Secured Creditors or in its own right for any moneys and liabilities in respect of the Issuer Charged Property; and
 - (ii) do all or any of the things or exercise all or any of the powers referred to in **Clause 11** (Powers of Receiver) as if each of them was expressly conferred on the Issuer Security Trustee by this Deed.

9.6 Mortgagee in possession

- (a) Neither the Issuer Security Trustee nor any Receiver will be liable, by reason of the Issuer Security or entering into possession of an Issuer Charged Property, to account as mortgagee or security holder in possession or for any loss on realisation or for any default or omission for which a mortgagee or security holder in possession might be liable.
- (b) Each of the Issuer Security Trustee, the other Issuer Secured Creditors and any Receiver will not take any action (other than, in the case of the other Issuer Secured Creditors, with the Issuer Security Trustee's prior written consent) which would be likely to lead to the Issuer Security Trustee or the other Issuer Secured Creditors becoming a mortgagee or security holder in possession in respect of any Issuer Charged Property.

9.7 Protection of third parties

No person (including a purchaser) dealing with the Issuer Security Trustee or any Receiver or its or his agents will be concerned to enquire:

- (a) whether the Issuer Secured Obligations remain outstanding or have become payable;
- (b) whether any power which the Issuer Security Trustee or that Receiver is purporting to exercise has become exercisable or is being properly exercised; or

- (c) how any money paid to the Issuer Security Trustee or to that Receiver is to be applied,

and the protections afforded to purchasers from a mortgagee by Section 104 and 107 of the 1925 Act and Sections 21 and 22 of the 1881 Act and to persons dealing with an administrative receiver by Section 42(3) of the Insolvency Act 1986 will apply.

9.8 Contingencies

If the Issuer Security is enforced at a time when no amount is due in respect of the Issuer Secured Obligations or any of the Issuer Secured Obligations are contingent or future, the Issuer Security Trustee or any Receiver may pay the proceeds of any recoveries effected by it into any interest-bearing account to be held by it as security and applied in accordance with the terms and conditions of this Deed and the Issuer Cash Management Agreement.

9.9 Disposal of Issuer Charged Property

Notwithstanding the foregoing provisions of this **Clause 9**, if a Note Acceleration Notice is served on the Issuer other than due to a default in payment of any amount due in respect of any Notes, the Issuer Security Trustee will not be entitled to dispose of all or part of the Issuer Charged Property unless either:

- (a) the Issuer Security Trustee shall have been advised by any financial advisor or such other professional adviser selected by it (which advice and/or opinion shall be conclusive and binding) that a sufficient amount would be realised to allow a full and immediate discharge of all amounts owing under all Class A Notes or, if the Class A Notes have been fully repaid, the Class B Notes, or, if the Class B Notes have been fully repaid, the Class M Notes or, if the Class M notes have been fully repaid, the Class C Notes, or if the Class C Notes have been fully repaid, the Class D Notes; or
- (b) the Issuer Security Trustee is of the sole opinion, reached after considering at any time and from time to time the advice of any financial or such other professional advisers selected by the Issuer Security Trustee in its absolute discretion (acting reasonably) for the purpose of giving such advice, that the cash flow prospectively receivable by the Issuer will not (or that there is a significant risk that it will not) be sufficient, having regard to any other relevant actual, contingent or prospective liabilities of the Issuer, to discharge in full in due course all amounts owing in respect of the Class A Notes, or if the Class A Notes have been fully repaid, the Class B Notes or, if the Class B Notes have been fully repaid, the Class M Notes or, if the Class M Notes have been fully repaid, the Class C Notes, or if the Class C Notes have been fully repaid, the Class D Notes and all prior ranking amounts due by the Issuer. The fees and expense of the aforementioned financial adviser or such other professional adviser selected by the Issuer Security Trustee shall be paid by the Issuer.

10. RECEIVER

10.1 Appointment of Receiver

- (a) Except as provided below, the Issuer Security Trustee may appoint any one or more persons to be a Receiver of all or any part of the Issuer Charged Property if the Issuer Security has become enforceable.
- (b) Any appointment under **paragraph (a)** above may be by deed, under seal or in writing under its hand.

- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the 1925 Act) does not apply to this Deed.
- (d) The Issuer Security Trustee is not entitled to appoint a Receiver solely as a result of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,

under Section 1 of the Insolvency Act 1986 or the Insolvency (Northern Ireland) Order 2002 (if appropriate).

10.2 Removal

The Issuer Security Trustee may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated. The Issuer Security Trustee may apply to the court for an order removing an administrative receiver.

10.3 Remuneration

The Issuer Security Trustee may fix the remuneration of any Receiver appointed by it and the maximum rate specified in Section 109(6) of the 1925 Act will not apply. The Issuer will pay the remuneration of any Receiver in accordance with the terms and in the manner agreed from time to time between the relevant Receiver and the Issuer Security Trustee, subject to the terms and conditions of this Deed.

10.4 Agent of the Issuer

- (a) A Receiver will be deemed to be the agent of the Issuer for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the 1925 Act or the 1881 Act/1911 Act. The Issuer alone is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver.
- (b) If a liquidator of the Issuer is appointed, the Receiver will act as principal and not as agent of the Issuer Security Trustee.
- (c) The Issuer Security Trustee will not incur any liability (either to the Issuer or to any other person) by reason of the appointment of a Receiver.

10.5 Relationship with Issuer Security Trustee

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after the Issuer Security becomes enforceable be exercised by the Issuer Security Trustee in relation to any Issuer Charged Property without first appointing a Receiver and notwithstanding the appointment of a Receiver.

11. POWERS OF RECEIVER

11.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause in addition to those conferred on it by any law; this includes:
 - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986 or the Insolvency (Northern Ireland) Order 1989 (if appropriate); and
 - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the 1925 Act, the Insolvency Act 1986 or the 1881 Act and 1911 Act (if appropriate) and the Insolvency (Northern Ireland) Order 1989 (if appropriate).
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

11.2 Possession

A Receiver may take immediate possession of, get in and collect any Issuer Charged Property.

11.3 Carry on business

A Receiver may carry on any business of the Issuer in any manner he thinks fit.

11.4 Employees

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit.
- (b) A Receiver may discharge any person appointed by the Issuer.

11.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Issuer Charged Property either in priority to the Issuer Security or otherwise and generally on any terms and for whatever purpose which he thinks fit.

11.6 Sale of assets

- (a) A Receiver may sell, exchange, convert into money and realise any Issuer Charged Property by public auction or private contract and generally in any manner and on any terms which he thinks fit.
- (b) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit.
- (c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the Issuer.

11.7 Leases

A Receiver may let any Issuer Charged Property for any term and at any rent (with or without a premium) which he thinks fit and may accept a surrender of any lease or tenancy of any Issuer Charged Property on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender).

11.8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Issuer or relating in any way to any Issuer Charged Property, provided that, any such claim has priority to or ranks *pari passu* with this Deed.

11.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Issuer Charged Property which he thinks fit.

11.10 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Issuer Charged Property.

11.11 Subsidiaries

A Receiver may form a Subsidiary of the Issuer and transfer to that Subsidiary any Issuer Charged Property.

11.12 Delegation

A Receiver may delegate his powers in accordance with this Deed.

11.13 Lending

A Receiver may lend money or advance credit to any customer of the Issuer.

11.14 Protection of assets

A Receiver may:

- (a) effect any repair or insurance and do any other act which the Issuer might do in the ordinary conduct of its business to protect or improve any Issuer Charged Property;
- (b) commence and/or complete any building operation; and
- (c) apply for and maintain any planning permission, building regulation approval or any other authorisation,

in each case as he thinks fit.

11.15 Uncalled capital

A Receiver may call up or require the directors of the Issuer to call up any uncalled capital of the Issuer.

11.16 Payment of expenses

A Receiver may pay and discharge, out of the profits and income of the Issuer Charged Property and any moneys made by it in carrying on the business of the Issuer, the expenses incurred by it in connection with the carrying on and management of that business or in the exercise of any of the powers conferred by this Clause or otherwise in respect of the Issuer Charged Property and all other expenses which it shall think fit to pay and will apply the residue of those profits and income in accordance with the terms and conditions of this Deed.

11.17 Other powers

A Receiver may:

- (a) do all other acts and things which he may consider desirable or necessary for realising any Issuer Charged Property or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- (b) exercise in relation to any Issuer Charged Property all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Issuer Charged Property; and
- (c) use the name of the Issuer for any of the above purposes.

12. MODIFICATION, AUTHORISATION, WAIVER, AND CONSENT

12.1 Modification

- (a) Subject to **paragraphs (b) and (c)** below, the Issuer Security Trustee may without the consent or sanction of the Issuer Secured Creditors (except where they are a party to the relevant Issuer Transaction Document the subject of such modification, where the consent of such party will be required) concur (or direct the Funding 1 Security Trustee to concur) with any person in making or giving its consent to any modification (except a Basic Terms Modification) to any Issuer Transaction Document only if so directed by (a) the Note Trustee so long as there are any Notes outstanding or (b) all of the other Issuer Secured Creditors, if there are no Notes outstanding.
- (b) Notwithstanding any other provision of this Deed, the Issuer Security Trustee may not agree to any modification unless either:
 - (i) the Issuer has confirmed to the Issuer Security Trustee that such amendment would not result in a termination of any of the Issuer Swap Agreements (having obtained any consents or confirmations that are required pursuant to the terms of any of the Issuer Swap Agreements in order to avoid any such termination); or
 - (ii) the Rating Agencies confirm to the Issuer or the Issuer Security Trustee that, notwithstanding that such amendment does or may result in a termination of one or more of the Issuer Swap Agreements, the ratings of the Rated Notes will not be reduced, withdrawn or qualified (it being acknowledged that none of the Rating Agencies has any obligation to provide such confirmation at any time and that, pursuant to Condition 16, the confirmation of one of the Rating Agencies may be sufficient for such purpose).

- (c) Subject to **paragraph (d)** below, the Issuer Security Trustee shall, without any consent or sanction of the Issuer Secured Creditors (except where they are a party to the relevant Issuer Transaction Document the subject of such modification, where the consent of such party will be required) be required to concur with the Issuer or any other person in making or giving its consent to any modification (other than a Basic Terms Modification) to any Issuer Transaction Document that are requested by Funding 1 (or the Cash Manager on its behalf) or the Issuer (or the Issuer Cash Manager on its behalf) provided that Funding 1 (or the Cash Manager on its behalf) or the Issuer (or the Issuer Cash Manager on its behalf) has certified to the Issuer Security Trustee in writing that such modifications are required in order to accommodate:
- (i) any Loan Tranches to be advanced to Funding 1 under the Intercompany Loan and/or the issue of any Notes by the Issuer;
 - (ii) New Intercompany Loan Agreements of Funding 1 or any Further Funding Companies and/or the issue of New Notes by New Issuers;
 - (iii) the addition of other relevant secured creditors of the Issuer Secured Creditors, Funding 1 Secured Creditors, any New Issuer or any Further Funding Company;
 - (iv) the accession of New Beneficiaries to the Mortgages Trust Deed;
 - (v) the issue (directly or indirectly) of debt by Funding 1 and/or any Further Funding Company (other than as referred to in **paragraphs (i) and (ii)** above);
 - (vi) the sale of New Loan Types or Mortgages to the Mortgages Trustee;
 - (vii) changes to the General Reserve Required Amount and/or any additional amounts for the purposes of an Arrears or Step-up Trigger Event and/or the Liquidity Reserve Fund Required Amount and/or the manner in which these are funded;
 - (viii) the establishment of the Funding 1 Liquidity Facility; and/or
 - (ix) changes to the Asset Trigger Events and Non-Asset Trigger Events;
- (d) The Issuer Security Trustee shall only be required to agree or consent to the modifications set out in **paragraph (c)** above if the Issuer Security Trustee is satisfied that:
- (i) in respect of the matters set out in **paragraphs (c)(i), (c)(iv) and (c)(vi)**, Funding 1, the Cash Manager the Issuer or the Issuer Cash Manager has certified to the Issuer Security Trustee that the conditions precedent to:
 - (A) Notes being issued by the Issuer and/or Loan Tranches being made available to Funding 1 (as set out in Condition 15 and Clause 3 of the Intercompany Loan Agreement);
 - (B) the assignment of New Loans to the Mortgages Trustee (as set out in Clause 4 of the Mortgage Sale Agreement);
 - (C) the inclusion of a New Beneficiary of the Mortgages Trust (as set out in Clause 17 of the Mortgages Trust Deed),

have been satisfied; and

- (ii) in respect of the matters listed in **paragraphs (c)(i) to (c)(ix) above**, the Issuer Security Trustee has received written confirmation from each of the Rating Agencies that the relevant modifications will not result in a downgrade, withdrawal or qualification of the then current ratings of the Rated Notes (it being acknowledged that none of the Rating Agencies has any obligation to provide such confirmation at any time and that, pursuant to Condition 16, the confirmation of one of the Rating Agencies may be sufficient for such purpose).
- (e) Each Issuer Secured Creditor hereby acknowledges that the Issuer Security Trustee is required to make the modifications set out in **paragraph (c) above** (subject to **paragraph (d)**), and each Issuer Secured Creditor further acknowledges that such modifications may adversely affect the amount of monies available to the Issuer to meet the Issuer Secured Obligations. Each Issuer Secured Creditor agrees that such modifications shall be binding on it and unless the Issuer Security Trustee otherwise agrees, notice thereof shall be given by the Cash Manager to the Issuer Secured Creditors as soon as practicable after the modifications have been made.
- (f) Each of the Issuer Secured Creditors agrees from time to time to do and perform such other and further acts and execute and deliver any and all such other documents and instruments (to the extent the Issuer Security Trustee and/or the Note Trustee is a party thereto, in form and substance satisfactory to each of the Issuer Security Trustee and the Note Trustee, as applicable) as may be required by law or necessary to give effect to the intent and purpose of this **Clause 12.1** (Modification).

12.2 Authorisation or waiver

The Issuer Security Trustee shall waive or authorise (or direct the Funding 1 Security Trustee to waive or authorise) (without prejudice to its rights in respect of any further or other breach) any breach or proposed breach by the Issuer or any other person (or in the case of a direction to the Funding 1 Security Trustee, by Funding 1 or any other person) of any of the covenants or provisions of any Issuer Transaction Document only if so directed by (a) the Note Trustee so long as there are any Notes outstanding or (b) all of the other Issuer Secured Creditors, if there are no Notes outstanding.

12.3 Requests for consent or approval

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

- (a) if any Issuer Transaction Document specifies that the Issuer Security Trustee is required to give its consent or approval to that event, matter or thing if certain specified conditions are satisfied in relation to that event, matter or thing, then the Issuer Security Trustee will give its consent or approval to that event, matter or thing upon being satisfied that those specified conditions have been satisfied; and
- (b) in any other case, the Issuer Security Trustee shall give its consent or approval to that event, matter or thing only if so directed by (a) the Note Trustee so long as there are any Notes outstanding or (b) all of the other Issuer Secured Creditors, if there are no Notes outstanding.

12.4 Binding on Issuer Secured Creditors

Any modification, authorisation, waiver, consent or approval provided under this **Clause 12** will be binding on all of the Issuer Secured Creditors.

12.5 Additional terms and conditions

Any modification, authorisation, waiver, consent or approval provided under this **Clause 12** may be made or given on such terms and subject to such conditions (if any) as directed by (a) the Note Trustee so long as there are any Notes outstanding or (b) all of the other Issuer Secured Creditors, if there are no Notes outstanding.

12.6 Notice to Issuer Secured Creditors

If required by the Issuer Security Trustee, the Issuer will as soon as practicable notify:

- (a) the Noteholders in accordance with the Conditions; and
- (b) each of the other Issuer Secured Creditors in accordance with this Deed,

in each case, of any modification, authorisation, waiver, consent or approval made under this **Clause 12**.

13. ADDITIONAL PROVISIONS REGARDING THE ISSUER SECURITY TRUSTEE

13.1 Incorporation of Note Trust Deed provisions

- (a) Without prejudice to the other provisions of this Deed and except as set out below, the following Clauses of the Note Trust Deed are incorporated in and will apply, *mutatis mutandis*, to this Deed (and for that purpose references in that Clause to "these presents" or to "this Deed" will be construed as references to this Issuer Deed of Charge and references in that Clause to "the Note Trustee" will be construed as references to the Issuer Security Trustee):

- (i) **clause 16** (Remuneration and Indemnification of the Note Trustee);
- (ii) **clause 17** (Supplement to Trustee Acts);
- (iii) **clause 18** (Note Trustee's liability);
- (iv) **clause 19** (Note Trustee Contracting with the Issuer);
- (v) **clause 23** (Eligibility and Disqualification; New Note Trustee);
- (vi) **clause 24** (Note Trustee's Retirement and Removal); and
- (vii) **clause 25** (Note Trustee's Powers to be Additional).

- (b) **Clause 16** (Remuneration and Indemnification of the Note Trustee) of the Note Trust Deed will be amended so that:

- (i) the last sentence of **clause 16.1** is deleted and replaced by the following:

"Such remuneration shall accrue from day to day and be payable up to and including the date when the Issuer Security Period has expired and the Issuer Security Trustee has released, reassigned and/or discharged the Issuer Charged Property from the Issuer Security as provided under this Deed."; and

- (ii) each of the references to the Note Trustee in **clauses 16.5, 16.6 and 16.7** include a reference to any Receiver appointed by the Issuer Security Trustee.

- (c) The following words shall be added to the end of **clause 16.9** before the final full stop:

", provided that if the Issuer Security Trustee is required to appoint an administrative receiver pursuant to **Clause 8.2** (Administrative receiver) of the Issuer Deed of Charge, the Issuer Security Trustee agrees that it is adequately indemnified and secured in respect of such appointment by virtue of its rights against the Issuer under the Issuer Deed of Charge and the security that it has in respect of such rights but otherwise without limitation to its right of indemnity and/or security under this Deed."

13.2 No transfer of obligations

Notwithstanding anything else in this Deed, the Issuer Security Trustee does not assume and will not be obliged to perform any obligations of any other party.

13.3 No obligation to insure

The Issuer Security Trustee shall not be under any obligation to insure in respect of any of the Issuer Charged Property or to require any other person to maintain any such insurance and shall have no liability to any person for not so doing.

13.4 Additional Issuer Security Trustee provisions

- (a) The Issuer Security Trustee shall be under no obligation to monitor or supervise the functions of the Issuer Cash Manager under the Issuer Cash Management Agreement or any other Issuer Transaction Document or of any other person under or pursuant to any of the Issuer Transaction Documents.
- (b) The Issuer shall provide to the Issuer Security Trustee such information as it shall reasonably request in writing to enable it to perform its functions as Issuer Security Trustee under the Issuer Transaction Documents.
- (c) The Issuer Security Trustee shall not be liable to the Issuer or any Issuer Secured Creditor for acting on the request direction or instruction of the Note Trustee.
- (d) The Issuer Security Trustee may provide information to the Funding 1 Security Trustee under the Funding 1 Deed of Charge and to the Note Trustee under the Note Trust Deed.
- (e) The Issuer Security Trustee shall be entitled to rely on any certificate addressed to it whether in its capacity as Issuer Security Trustee under this Deed, as Funding 1 Security Trustee under the Funding 1 Deed of Charge or as Note Trustee under the Note Trust Deed and may rely on information provided to it in any such capacity.
- (f) The Issuer Security Trustee, if not the same as the Note Trustee and/or the Funding 1 Security Trustee, shall provide the Note Trustee and the Funding 1 Security Trustee with any information that either or both of them reasonably require.
- (g) The Issuer Security Trustee, if not the same as the Funding 1 Security Trustee and/or the Note Trustee, shall notify the Note Trustee and/or the Funding 1 Security Trustee of any breach of any provisions of this Deed or the Issuer Transaction Documents any event of which it has knowledge which would or may result in this Deed or the Issuer Security created thereby becoming enforceable.

- (h) Nothing in this Deed shall preclude the Funding 1 Security Trustee, the Note Trustee and the Funding 1 Security Trustee from exchanging information.

13.5 The Trustee

- (a) Law Debenture Trust Company of New York (the **Initial Trustee**) is acting as Note Trustee under the Note Trust Deed and as Funding 1 Security Trustee under the Funding 1 Deed of Charge and as Issuer Security Trustee under this Deed (and while doing so the Initial Trustee and any successor which acts in all such capacities are referred to in this **Clause 13.5** as the **Trustee**). No entity may act as a trustee in any such capacity unless it is also the Trustee in all such capacities or unless the Trustee agrees otherwise or unless the Trustee resigns its office as trustee in one or more of such capacities. In any capacity as Trustee, the Trustee will not be liable to any Noteholder for any loss which it may suffer by reason of any conflict which may arise between the interests of such Noteholder and any other person to whom the Trustee owes duties as a result of the Trustee acting in all such capacities.
- (b) Neither the Initial Trustee nor any of its successors has any responsibility to Noteholders, the Issuer Secured Creditors or the Funding 1 Secured Creditors for the validity, sufficiency or enforceability of the Issuer Security and the Funding 1 Security (which the Initial Trustee has not investigated) and shall accept such title and interest as any chargor or mortgagor has without responsibility for investigating the same or any defect there may be therein. Neither the Initial Trustee nor any of its successors are responsible for monitoring the performance by any person of its obligations to the Issuer, Funding 1 or any other person and each may assume until it has actual knowledge to the contrary that such obligations are being duly performed.

14. ISSUER POWER OF ATTORNEY

Immediately upon execution of this Deed, the Issuer will execute and deliver to the Issuer Security Trustee the Issuer Security Power of Attorney. The Issuer Security Trustee confirms that it may exercise the powers conferred under the Issuer Security Power of Attorney if:

- (a) the Issuer Security has become enforceable;
- (b) it considers such action necessary for the protection or preservation of the Attorney's (as defined in the Issuer Security Power of Attorney) interests and rights in and to the Issuer Charged Property; and/or
- (c) it considers such action ought to be done under the covenants, undertakings and provisions contained in this Deed on or at any time after the service of a Note Acceleration Notice.

15. FURTHER ASSURANCES

The Issuer must, at its own expense, take whatever action the Issuer Security Trustee or a Receiver may require for:

- (a) creating, perfecting or protecting any security intended to be created by this Deed; or
- (b) facilitating the realisation of any Issuer Charged Property, or the exercise of any right, power or discretion exercisable, by the Issuer Security Trustee or any Receiver or any of its delegates or sub-delegates in respect of any Issuer Charged Property.

This includes:

- (i) the execution of any transfer, conveyance, assignment, assignation or assurance of any property, whether to the Issuer Security Trustee or to its nominee; or
- (ii) the giving of any notice, order or direction and the making of any registration,

which, in any such case, the Issuer Security Trustee may think expedient.

16. ADDITIONAL PROVISIONS RELATING TO THE ISSUER SECURITY

16.1 Continuing Security

The Issuer Security will remain in force as continuing security for the Issuer Secured Obligations notwithstanding any settlement of account or the existence at any time of a credit balance on any Issuer Account or other account or any other act, event or matter.

16.2 No merger

The Issuer Security is in addition to, and will not be merged in, or in any way exclude or prejudice any other Security Interest or other right which the Issuer Security Trustee or any other Issuer Secured Creditor may now or at any time have (or would apart from the Issuer Security have) as regards the Issuer or any other person in respect of the Issuer Secured Obligations.

16.3 Avoidance of security or payment

- (a) If an amount paid to the Issuer Security Trustee, the Noteholders or any of the other Issuer Secured Creditors under an Issuer Transaction Document is capable of being avoided or reduced by virtue of any provisions or enactments relating to bankruptcy, insolvency or liquidation for the time being in force or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (b) Any settlement, discharge or release between the Issuer and the Issuer Security Trustee (or any Receiver) will be conditional upon no security or payment granted or made to the Issuer Security Trustee (or any Receiver, as the case may be) by the Issuer or any other person being avoided or reduced by virtue of any provisions or enactments relating to bankruptcy, insolvency or liquidation for the time being in force.
- (c) If any security or payment is avoided or reduced in the circumstances described in **paragraph (a)** above, then the Issuer Security Trustee (or any Receiver, as the case may be) will be entitled to recover the value or amount of such security or payment from the Issuer as if the relevant settlement, discharge or release had not occurred.

16.4 Retention of Issuer Security

- (a) If the Issuer Security Trustee has grounds for believing that the Issuer may be unable to pay its debts as they fall due as at the date of any payment made by the Issuer to the Issuer Security Trustee, the Noteholders or any of the other Issuer Secured Creditors, then the Issuer Security Trustee may retain the Issuer Security until the expiry of a period of (subject to **paragraph (b)** below) one month plus the statutory period within which any assurance, security, guarantee or payment can be avoided or invalidated after the payment and discharge in full of all Issuer Secured Obligations notwithstanding any release, settlement, discharge or arrangement which may be given or made by the Issuer Security Trustee on, or as a consequence of, such payment or discharge of liability.

- (b) If, at any time within the period referred to in **paragraph (a)** above, any person presents a petition, or files documents with a court or any registrar for the winding-up or administration of the Issuer or any analogous proceedings are commenced by or against the Issuer, the Issuer Security Trustee may continue to retain the Issuer Security for such further period as it may determine and the Issuer Security will be deemed to continue to be held as security for the payment and discharge to the Issuer Security Trustee of all of the Issuer Secured Obligations.

16.5 Change of name, etc.

This Deed will remain valid and enforceable notwithstanding any change in the name, composition or constitution of the Issuer Security Trustee or the Issuer or any merger, amalgamation or consolidation by the Issuer Security Trustee or the Issuer with any other corporation.

16.6 Negative pledge

The Issuer shall not, save for the Issuer Security, or with the prior written consent of the Issuer Security Trustee, or unless otherwise permitted under any of the Issuer Transaction Documents, create or permit to subsist any Security Interest whatsoever, however created or arising (unless arising by operation of law) over any of its property, assets or undertakings present or future (including any uncalled capital) or any interest, estate, right, title or benefit therein or use, invest or dispose of, including by way of sale or the grant of any Security Interest of whatsoever nature or otherwise deal with, or agree or attempt or purport to sell or otherwise dispose of (in each case whether by one or a series of transactions) or grant any option or right to acquire any such property, assets or undertaking present or future.

17. SET-OFF

- (a) The Issuer Security Trustee may at any time following a Note Event of Default (without notice and notwithstanding any settlement of account or other matter):
- (i) combine or consolidate all or any existing accounts of the Issuer whether in its own name or jointly with others and held by it or any Issuer Secured Creditor;
 - (ii) set-off or transfer all or any part of any credit balance or any sum standing to the credit of any account referred to in **paragraph (i)** above (whether or not the same is due to the Issuer from the Issuer Security Trustee or relevant Issuer Secured Creditor and whether or not the credit balance and the account in debit or the Issuer Secured Obligations are expressed in the same currency) in or towards satisfaction of any of the Issuer Secured Obligations; and/or
 - (iii) in its discretion, estimate the amount of any liability of the Issuer which is contingent or unascertained and set-off such estimated amount.
- (b) No amount will be payable by the Issuer Security Trustee to the Issuer unless and until all Issuer Secured Obligations have been ascertained and fully repaid or discharged.

18. RELEASE

18.1 Upon discharge of Issuer Secured Obligations

At the end of the Issuer Security Period, the Issuer Security Trustee will, at the cost of the Issuer, take whatever action is necessary to release or re-assign the Issuer Charged Property from the Issuer Security to, or to the order of, the Issuer.

18.2 Authorised Investments

Upon the Issuer or the Issuer Cash Manager on its behalf making a disposal of an Authorised Investment charged under this Deed and provided that the proceeds of such disposal are paid into the Issuer Transaction Account in accordance with the terms of this Deed and the Issuer Cash Management Agreement, such Authorised Investment will be deemed to be released from the Issuer Security the Issuer Security Trustee will, at the request and cost of the Issuer take whatever action is necessary to release that Authorised Investment from the Issuer Security.

18.3 Issuer Accounts

For the avoidance of doubt, all amounts which the Issuer Cash Manager (on behalf of the Issuer and following service of a Note Acceleration Notice if the Issuer Cash Manager is appointed as agent of the Issuer Security Trustee, the Issuer Security Trustee or its appointee) is permitted to withdraw from the Issuer Transaction Account pursuant to **Clause 6.2** (Priority of payments for Issuer Revenue Receipts – prior to service of a Note Acceleration Notice and service of an Intercompany Loan Acceleration Notice) and **Clause 6.3** (Priority of payments of Issuer Principal Receipts – prior to service of a Note Acceleration Notice or service of an Intercompany Loan Acceleration Notice) will be deemed to be released from the Issuer Security upon the relevant withdrawal provided that, where the relevant amount is transferred to another Issuer Account, it will become subject to the Issuer Security in respect of that other Issuer Account.

18.4 Release under the Funding 1 Deed of Charge

If there is any release of security under the terms of the Funding 1 Deed of Charge, then the assets which are the subject of that release and formerly part of the Issuer Charged Property will automatically be released from the Issuer Security.

18.5 No liability for loss

The Issuer Security Trustee will not be liable to the Issuer or any other person for any loss, costs, claims or liabilities arising in connection with its acting upon a request made under this Clause and/or any release made under this Clause.

19. ISSUER REPRESENTATIONS

19.1 Title

The Issuer represents to the Issuer Security Trustee that it is the beneficial owner of the Issuer Charged Property and the Issuer Charged Property is free of any Security Interests (except for those created by or under this Deed) and any other rights or interests (including any licences) in favour of third parties.

19.2 No restriction

The Issuer represents to the Issuer Security Trustee that, as at each Closing Date, none of its property, assets and/or undertaking are subject to any restriction (whether contractual or otherwise) that may render the Security Interests granted by the Issuer under this Deed ineffective or which otherwise prohibit the grant of such Security Interests.

19.3 Steps taken

The Issuer represents to the Issuer Security Trustee that it has taken all necessary steps to enable it to create the Issuer Security in accordance with this Deed and has taken no actions or steps which will or may prejudice its rights, title and interest in, to and under the Issuer Charged Property.

19.4 Issuer Charged Documents

The Issuer represents to the Issuer Security Trustee that:

- (a) each Issuer Charged Document is its legally binding, valid, and enforceable obligation;
- (b) it is not in default of any of its obligations under any Issuer Charged Document;
- (c) there is no prohibition on assignment in any Issuer Charged Document; and
- (d) its entry into and performance of this Deed will not conflict with any term of any Issuer Charged Document.

19.5 Nature of security

The Issuer represents to the Issuer Security Trustee that this Deed creates those Security Interests it purports to create and is not liable to be amended or otherwise set aside on its liquidation or administration or otherwise, except that Security Interests expressed to be fixed may take effect as a floating charge security.

19.6 United States Activities

The Issuer represents to the Issuer Security Trustee that it will not engage in any activities in the United States (directly or through agents), will not derive any income from United States sources as determined under United States income tax principles and will not hold any property if doing so would cause it to be engaged or deemed to be engaged in a trade or business within the United States as determined under United States tax principles.

19.7 Centre of main interests and establishment

- (a) The Issuer represents to the Issuer Security Trustee that its "centre of main interests" for the purposes of the Insolvency Regulation and the UNCITRAL Implementing Regulations is in England and it does not have any "establishment" (as defined in the Insolvency Regulation and the UNCITRAL Implementing Regulations) other than in England.
- (b) The Issuer undertakes to conduct its business and affairs such that, at all relevant times, its "centre of main interests" for the purposes of the Insolvency Regulation and the UNCITRAL Implementing Regulations will be and remain in England and it will not have any "establishment" (as defined in the Insolvency Regulation and the UNCITRAL Implementing Regulations) other than in England.

19.8 Times for making representations

- (a) The representations set out in this Deed (including in this Clause) are made on the date of this Deed.

- (b) Unless a representation is expressed to be given at a specific date, each representation under this Deed is deemed to be repeated by the Issuer on each date during the Issuer Security Period.
- (c) When a representation is repeated, it is applied to the circumstances existing at the time of repetition.

20. EVIDENCE OF INDEBTEDNESS

- (a) In any action, proceedings or claim relating to this Deed or the Issuer Security, any statement (which will contain information in reasonable detail in support thereof) as to:
 - (i) any amount due to any Issuer Secured Creditor;
 - (ii) all or any part of the Issuer Secured Obligations; or
 - (iii) any amounts which have been notified to the Issuer Security Trustee as being amounts due to any Issuer Secured Creditor,

in each case, which is certified as being correct by an officer of the Issuer Security Trustee in the case only of amounts due to the Issuer Security Trustee for its own account or an officer of the relevant Issuer Secured Creditor in any other case will be conclusive evidence that such amount is in fact due and payable.

- (b) Each Issuer Secured Creditor (other than the Issuer Security Trustee) shall, upon request, provide to the Issuer Security Trustee information regarding the Issuer Secured Obligations that are owed to it, provided that such Issuer Secured Creditor is satisfied (acting reasonably) that adequate confidentiality arrangements are in place between it and the Issuer Security Trustee with regard to the provision of such information and such information shall be binding on the Issuer Security Trustee.

21. RIGHTS CUMULATIVE

The respective rights of the Issuer Security Trustee and any Receiver under this Deed:

- (a) may be exercised as often as necessary;
- (b) are cumulative and not exclusive of its rights under the general law; and
- (c) may be waived only in writing and specifically.

Delay in exercising or non-exercise of any right is not a waiver of that right.

22. SEVERABILITY

If a term of this Deed is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect:

- (a) the legality, validity or enforceability in that jurisdiction of any other term of this Deed; or
- (b) the legality, validity or enforceability in any other jurisdiction of that or any other term of this Deed.

23. COUNTERPARTS

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

24. NOTICES

24.1 In writing

Any communication in connection with this Deed must be in writing and, unless otherwise stated, may be given in person, by post or by fax. Unless it is agreed to the contrary, any consent or agreement required under this Deed must be given in writing.

24.2 Party details

The contact details of each party to this Deed for all communications in connection with this Deed are those set out below:

(a) **Issuer:** Fosse Master Issuer plc, 35 Great St. Helen's, London EC3A 6AP

For the attention of: The Directors
Telephone: +44 (0)207 398 6300
Facsimile: +44 (0)20 7398 6325

(b) **Issuer Cash Manager:**

(i) Prior to the Transfer Date: Alliance & Leicester plc, Carlton Park, Narborough, Leicester LE19 0AL

For the attention of: The Group Treasurer
Telephone: +44 (0)870 907 2299
Facsimile: +44 (0)870 907 2277

(ii) On and following the Transfer Date: Santander UK plc, 2 Triton Square, Regent's Place, London NW1 3AN

For the attention of: The Company Secretary
Facsimile: +44 (0)20 7756 5627

(c) **Issuer Account Bank:** Santander UK plc, 2 Triton Square, Regent's Place, London NW1 3AN

For the attention of: The Company Secretary
Facsimile: +44 (0)20 7756 5627

(d) **Note Trustee:** Law Debenture Trust Company Of New York, 400 Madison Avenue – 4th Floor, New York, New York 10017

For the attention of: Patrick Healy
Telephone: +1 212 750 6474
Facsimile: +1 212 750 1361

- (e) **Issuer Security Trustee:** Law Debenture Trust Company Of New York, 400 Madison Avenue – 4th Floor, New York, New York 10017
- For the attention of: Patrick Healy
 Telephone: +1 212 750 6474
 Facsimile: +1 212 750 1361
- (f) **Agent Bank:** Citibank, N.A. (London branch), Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB
- For the attention of: Ratefix Desk
 Telephone: +44 (0)20 7508 3755
 Facsimile: +44 (0)20 7508 3874
- (g) **Registrar:** Citibank, N.A. (London branch), Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB
- For the attention of: Registrar Desk
 Telephone: +44 (0)20 7508 7192
 Facsimile: +44 (0)20 7508 3872/3878
- (h) **Principal Paying Agent:** Citibank, N.A. (London branch), Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB
- For the attention of: MTN Paying Agency
 Telephone: +44 (0)20 7508 3809/3821
 Facsimile: +44 (0)20 7508 3872/3878
- (i) **Transfer Agent:** Citibank, N.A. (London branch), Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB
- For the attention of: Registrar Desk
 Telephone: +44 (0)20 7508 7192
 Facsimile: +44 (0)20 7508 3872/3878
- (j) **Exchange Rate Agent:** Citibank, N.A. (London branch), Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB
- For the attention of: MTN Paying Agency
 Telephone: +44 (0)20 7508 3809/3821
 Facsimile: +44 (0)20 7508 3872/3878
- (k) **U.S. Paying Agent:** Citibank N.A., 14th Floor, 388 Greenwich Street, New York, New York 10013
- For the attention of: Agency & Trust
 Telephone: +1 212 816 5773
 Facsimile: +1 212 816 5527
- (l) **Issuer Swap Provider:**
- (i) On and prior to the Transfer Date (if applicable): Alliance & Leicester plc, Carlton Park, Narborough, Leicester LE19 0AL
- For the attention of: The Group Treasurer

Telephone: +44 (0)870 907 2299
Facsimile: +44 (0)870 907 2277

(ii) Following the Transfer Date (if applicable): Santander UK plc, 2 Triton Square, Regent's Place, London NW1 3AN

For the attention of: The Company Secretary
Facsimile: +44 (0)20 7756 5627

(m) **Issuer Swap Provider:** The Royal Bank of Scotland, N.V. London Branch
250 Bishopsgate, London EC2M 4AA

For the attention of: Structured Derivatives Documentation Queries
Telephone: +44 (0)20 7678 3410/7173
Facsimile: +44 (0)20 7857 9549/9430

(n) **Issuer Swap Provider:** UBS AG, 100 Liverpool Street, London EC2M 2RH

For the attention of: Credit Risk Management – Documentation Unit/Legal
Department
Telephone: +44 (0)20 7567 8000
Facsimile: +44 (0)20 7567 4406 / 7568 9247

(o) **Issuer Corporate Services Provider:** 35 Great St. Helen's, London EC3A 6AP

For the attention of: The Directors
Telephone: +44 (0)207 398 6300
Facsimile: +44 (0)207 398 6325

24.3 Changes

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

24.4 Effectiveness

- (a) Except as provided below, any notice in connection with this Deed will be deemed to be given as follows:
- (i) if delivered in person, at the time of the delivery;
 - (ii) if posted, five days after being deposited in the post, postage prepaid, in a correctly addressed envelope; and
 - (iii) if by fax, when received in legible form.
- (b) A communication given under **paragraph (a)** above but received on a non-working day or after business hours in the place of receipt will only be deemed to be given on the next working day in that place.

25. ASSIGNMENT

The Issuer Secured Creditors may not assign, encumber or transfer all or any part of its rights or benefits and/or transfer its obligations under this Deed without the prior written consent of the Issuer Security Trustee.

26. LANGUAGE

- (a) Any notice given in connection with this Deed must be in English.
- (b) Any other document provided in connection with this Deed must be:
 - (i) in English; or
 - (ii) accompanied by a certified English translation. In this case, the English translation prevails unless the document is a statutory or other official document.

27. LAW AND JURISDICTION

27.1 Governing Law

This Deed (and any non-contractual obligations arising out of or in connection with it) shall be governed by, and construed in accordance with, English law, provided that any terms of this Deed which are (a) particular to Northern Irish law shall be governed by, and shall be construed in accordance with, the laws of Northern Ireland and (b) particular to Scots law shall be construed in accordance with the laws of Scotland.

27.2 Submission to jurisdiction

The Issuer irrevocably agrees for the benefit of the Issuer Security Trustee and the other Issuer Secured Creditors that the English courts have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Deed (and any non-contractual obligations arising out of or in connection with it) and accordingly submits to the exclusive jurisdiction of the English courts. The Issuer waives any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum. The Issuer Security Trustee and the other Issuer Secured Creditors may take any suit, action or proceeding arising out of or in connection with this Deed (and any non-contractual obligations arising out of or in connection with it) (together referred to as **Proceedings**) against the Issuer in any other court of competent jurisdiction and concurrent Proceedings in any number of jurisdictions.

27.3 Waiver of trial by jury

Each party waives any right it may have to a jury trial of any claim or cause of action in connection with any Issuer Transaction Document or any transaction contemplated by any Issuer Transaction Document. This deed may be filed as a written consent to trial by court.

28. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

29. EFFECTIVENESS OF EXECUTION

This Deed (in relation to any rights or assets situated in Scotland or otherwise governed by Scots law) shall be fully effective and binding upon the Issuer and the Issuer Security Trustee upon at least one copy of this Deed having been executed and delivered by both the Issuer and the Issuer Security Trustee notwithstanding that any other person expressed to be a party to this Deed has not then executed and delivered this Deed and notwithstanding any such party has executed or executes and has delivered or delivers a counterpart of this Deed.

THIS DEED has been executed as a deed by each of the parties and delivered on the date stated at the beginning of this Deed.

The Issuer

EXECUTED as a DEED by)
FOSSE MASTER ISSUER PLC)
acting by two directors)

The Issuer Security Trustee

EXECUTED as a DEED by)
LAW DEBENTURE TRUST)
COMPANY OF NEW YORK)
acting by its duly authorised attorney/signatory)

By:
Duly authorised attorney/signatory
Name:

The Note Trustee

EXECUTED as a DEED by)
LAW DEBENTURE TRUST)
COMPANY OF NEW YORK)
acting by its duly authorised attorney/signatory)

By:
Duly authorised attorney/signatory
Name:

**Principal Paying Agent, Agent Bank,
Exchange Rate Agent, Registrar
and Transfer Agent**

EXECUTED as a DEED on behalf of)
CITIBANK, N.A., a company incorporated)
in the United States of America in its capacities)
as **Principal Paying Agent, Agent Bank,**)
Exchange Rate Agent, Registrar)
and **Transfer Agent**)

by:
being a person who, in accordance with)
the laws of that territory, is acting under the)
authority of the company)

U.S. Paying Agent

EXECUTED as a DEED on behalf of)
CITIBANK, N.A., a company incorporated)
in the United States of America)

by:
being a person who, in accordance with)
the laws of that territory, is acting under the)
authority of the company)

Issuer Swap Provider

EXECUTED as a DEED by)
ABN AMRO BANK N.V.)
acting by its duly authorised attorney)
By:
Name:

Issuer Swap Provider

EXECUTED as a DEED by)
UBS AG)
acting by its duly authorised attorney)
By:
Name:

The Issuer Cash Manager

EXECUTED as a DEED by)
ALLIANCE & LEICESTER PLC)
acting by its duly authorised attorney)
By:
Name:

The Issuer Account Bank

EXECUTED as a DEED by)
ALLIANCE & LEICESTER PLC)
acting by its duly authorised attorney)
By:
Name:

The Issuer Corporate Services Provider

EXECUTED as a DEED by)
STRUCTURED FINANCE)
MANAGEMENT LIMITED)
acting by)

SCHEDULE 1

FORM OF ACCESSION DEED

THIS DEED is made on []

BETWEEN

- (1) **FOSSE MASTER ISSUER PLC**, a company incorporated in England and Wales with limited liability (registered number 5925693), and having its registered office at 35 Great St Helen's, London EC3A 6AP (the **Issuer**);
- (2) **[ALLIANCE & LEICESTER PLC][SANTANDER UK PLC]**, a public limited company incorporated in England and Wales with limited liability (registered number [03263713][2294747]), and having its registered office at [Carlton Park, Narborough, Leicester LE19 0AL][2 Triton Square, Regent's Place, London NW1 3AN] (acting in its capacity as the **Issuer Cash Manager**);
- (3) **SANTANDER UK PLC**, a public limited company incorporated in England and Wales with limited liability (registered number 2294747), and having its registered office at 2 Triton Square, Regent's Place, London NW1 3AN (acting in its capacity as the **Issuer Account Bank**);
- (4) **LAW DEBENTURE TRUST COMPANY OF NEW YORK**, acting through its offices at 400 Madison Avenue – 4th Floor, New York, New York 10017 (acting in its capacity as the **Issuer Security Trustee**, which expression includes such company and all other persons or companies for the time being acting as security trustee or security trustees under the Issuer Deed of Charge);
- (5) **LAW DEBENTURE TRUST COMPANY OF NEW YORK**, acting through its offices at 400 Madison Avenue – 4th Floor, New York, New York 10017 (acting in its capacity as the **Note Trustee**, which expression includes such company and all other persons or companies for the time being acting as trustee or trustees for the Noteholders under the Note Trust Deed);
- (6) **CITIBANK N.A.**, a national association acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Principal Paying Agent**);
- (7) **CITIBANK N.A.**, a national association acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Registrar**);
- (8) **CITIBANK, N.A.**, a national association acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Transfer Agent**);
- (9) **CITIBANK N.A.**, a national association acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Agent Bank**);
- (10) **CITIBANK N.A.**, a national association acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Exchange Rate Agent**);
- (11) **CITIBANK N.A.**, a national association acting through its offices at 388 Greenwich Street, 14th Floor, New York, New York 10013 (acting in its capacity as the **U.S. Paying Agent**);
- (12) **THE ROYAL BANK OF SCOTLAND N.V., London Branch** (formerly known as ABN AMBRO Bank N.V., London Branch) whose address is 250 Bishopsgate, London EC2M 4AA (acting in its capacity as an **Issuer Swap Provider**);

- (13) **UBS AG, LONDON BRANCH** whose address is 100 Liverpool Street, London EC2M 2RH (acting in its capacity as an **Issuer Swap Provider**);
- (14) **THE ROYAL BANK OF SCOTLAND PLC**, a public limited company incorporated under Scots law with registered number SC90312 with offices at 135 Bishopsgate, London EC2M 3UR (acting in its capacity as an **Issuer Swap Provider**);
- (15) **CREDIT SUISSE INTERNATIONAL**, whose address is One Cabot Square, London E14 4QJ (acting in its capacity as an **Issuer Swap Provider**);
- (16) **[ALLIANCE & LEICESTER PLC**, a public limited company incorporated in England and Wales with limited liability (registered number 03263713), whose registered office is at Carlton Park, Narborough, Leicester LE19 0AL (acting in its capacity as an **Issuer Swap Provider**);]
- (17) **[SANTANDER UK PLC**, a public limited company incorporated in England and Wales with limited liability (registered number 2294747), whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (acting in its capacity as an **Issuer Swap Provider**);] and
- (18) **STRUCTURED FINANCE MANAGEMENT LIMITED**, a company incorporated in England and Wales, with limited liability (registered number 3853947), and having its registered office at 35 Great St. Helen's, London EC3A 6AP (acting in its capacity as the **Issuer Corporate Services Provider**).
- (19) *[Any other additional Issuer Secured Creditor]* (the "**New Issuer Secured Creditor**").

NOW THIS DEED WITNESSES AS FOLLOWS

WHEREAS

- (A) Pursuant to the terms of a [*describe agreement*] (the "**Agreement**") dated [●] made between the Issuer and the New Issuer Secured Creditor, the Issuer has agreed to [*describe nature of the obligations of the Issuer under the Agreement*].
- (B) The Issuer has agreed to provide the Issuer Security Trustee with the benefit of the security described in the Issuer Deed of Charge to secure the Issuer's obligations to the Issuer Secured Creditors.
- (C) The terms of the Issuer Deed of Charge permit the Issuer to secure its obligations to a New Issuer Secured Creditor thereunder.
- (D) The New Issuer Secured Creditor has agreed to enter into this Deed to accede to the provisions of the Issuer Deed of Charge.
- (E) The Issuer Secured Creditors have agreed to enter into this Deed to, among other things, acknowledge and agree to such accession and to permit any consequential changes to the Issuer Priority of Payments as are required and any other amendment as may be required to give effect to this Deed.

1. INTERPRETATION

- 2. The master definitions and construction schedule signed by, amongst others, Alliance & Leicester plc and dated 28 November 2006 (as the same may be amended, restated, varied, supplemented and/or novated from time to time with the consent of the parties to this Deed, including on 1 August 2007, 20 December 2007, 23 November 2009 and 11 March 2010) (the **Master Definitions and**

Construction Schedule) and the issuer master definitions and construction schedule signed by, amongst others, the parties to the Issuer Deed of Charge and dated 28 November 2006 (as the same may be amended, restated, varied, supplemented and/or novated from time to time with the consent of the parties to this Deed, including on 1 August 2007, 20 December 2007, 23 November 2009 and 11 March 2010) (the **Issuer Master Definitions and Construction Schedule**) are expressly and specifically incorporated into this Deed and, accordingly, the expressions defined in the Master Definitions and Construction Schedule and the Issuer Master Definitions and Construction Schedule shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Deed, including the recitals thereto. **REPRESENTATIONS AND WARRANTIES**

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

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

3. ACCESSION

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

- (a) confirms that as from [*date*], it intends to be a party to the Issuer Deed of Charge as an Issuer Secured Creditor;
- (b) undertakes to comply with and be bound by all of the provisions of the Master Definitions and Construction Schedule and the Issuer Master Definitions and Construction Schedule (as the same may be amended, restated, varied, supplemented and/or novated from time to time) and the Issuer Deed of Charge in its capacity as an Issuer Secured Creditor, as if it had been an original party thereto;
- (c) undertakes to perform comply with and be bound by all of the provisions of the Issuer Deed of Charge in its capacity as an Issuer Secured Creditor, as if it had been an original party thereto as provided in **Clause 4.6** (New Issuer Secured Creditors) of the Issuer Deed of Charge; and
- (d) agrees that the Issuer Security Trustee shall be the Issuer Security Trustee of the Issuer Deed of Charge for all Issuer Secured Creditors upon and subject to the terms set out in the Issuer Deed of Charge.

4. SCOPE OF THE ISSUER DEED OF CHARGE

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

- (a) the Agreement shall be treated as an Issuer Transaction Document; and
- (b) the New Issuer Secured Creditor shall be treated as an Issuer Secured Creditor.

5. [AMENDMENT TO THE ISSUER PRIORITY OF PAYMENTS

The Issuer Secured Creditors agree to amend and restate the Issuer Priority of Payments in accordance with Appendix 1 hereto.]

6. APPLICATION

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

7. NOTICES AND DEMANDS

Any notice or communication under or in connection with this Deed, the Issuer Deed of Charge, the Issuer Master Definitions and Construction Schedule and the Master Definitions and Construction Schedule shall be given in the manner and at the times set out in **Clause 24** (Notices) of the Issuer Deed of Charge to the addresses given in this Clause or at such other address as the recipient may have notified to the other parties hereto and/or thereto in writing.

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

[]
For the attention of: []
Telephone: []
Facsimile: []

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

8. CHOICE OF LAW

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

DULY EXECUTED AND DELIVERED AS A DEED by each of the parties hereto or on its behalf on the date appearing on page 1.

The Issuer

EXECUTED as a **DEED** by)
FOSSE MASTER ISSUER PLC)
acting by two directors)
SFM Directors Limited and
SFM Directors (No. 2) Limited

The Issuer Cash Manager

EXECUTED as a **DEED** by)

[ALLIANCE & LEICESTER PLC]/[SANTANDER UK PLC])
acting by its duly authorised attorney)
By:
Name:

The Issuer Account Bank

EXECUTED as a DEED by)
SANTANDER UK PLC)
acting by its duly authorised attorney)
By:
Name:

The Issuer Security Trustee

EXECUTED as a DEED by)
LAW DEBENTURE TRUST)
COMPANY OF NEW YORK)
acting by its)
duly authorised attorney/signatory)

By:
Duly authorised attorney/signatory
Name:

The Note Trustee

EXECUTED as a DEED by)
LAW DEBENTURE TRUST)
COMPANY OF NEW YORK)
acting by its)
duly authorised attorney/signatory)

By:
Duly authorised attorney/signatory
Name:

The Principal Paying Agent,)
the Exchange Rate Agent, the Agent Bank,)
the Registrar and the Transfer Agent)

EXECUTED as a **DEED** on behalf of)
CITIBANK, N.A., a company incorporated)
in the Unites States of America

by:)
being a person who, in accordance with)
the laws of that territory, is acting under the)
authority of the company)

The U.S. Paying Agent

EXECUTED as a **DEED** on behalf of)
CITIBANK, N.A., a company incorporated)
in the Unites States of America)

by:
being a person who, in accordance with)
the laws of that territory, is acting under the)
authority of the company)

An Issuer Swap Provider

EXECUTED as a **DEED** by)
THE ROYAL BANK OF SCOTLAND N.V., London Branch)
acting by its duly authorised attorney)
By:
Name:

An Issuer Swap Provider

EXECUTED as a **DEED** by)
UBS AG, LONDON BRANCH)
acting by its duly authorised attorney)
By:
Name:

An Issuer Swap Provider

EXECUTED as a **DEED** by)
THE ROYAL BANK OF SCOTLAND PLC)
acting by its duly authorised attorney)
By:
Name:

An Issuer Swap Provider

EXECUTED as a **DEED** by)
CREDIT SUISSE INTERNATIONAL)
acting by its duly authorised attorney)
By:
Name:

[An Issuer Swap Provider

EXECUTED as a DEED by)
ALLIANCE & LEICESTER PLC)
acting by its duly authorised attorney)
By:)
Name:]

[An Issuer Swap Provider

EXECUTED as a DEED by)
SANTANDER UK PLC)
acting by its duly authorised attorney)
By:)
Name:]

The Issuer Corporate Services Provider

EXECUTED as a DEED by)
STRUCTURED FINANCE)
MANAGEMENT LIMITED)
acting by)
two directors

New Issuer Secured Creditor

EXECUTED as a DEED by)
[])
acting by two)
directors/a director and the secretary)

Director

Director/Secretary

SCHEDULE 2

FORM OF NOTICE OF CHARGE

From: Fosse Master Issuer plc (the **Issuer**)

To: Fosse Funding (No.1) Limited (**Funding 1**)

Copy: Law Debenture Trust Company of New York (the **Issuer Security Trustee**)

28 November 2006

Dear Sirs,

We hereby give you notice that by a deed of charge dated 28 November 2006 and made between the Issuer, the Issuer Security Trustee and others (the **Issuer Deed of Charge**), the Issuer charged to the Issuer Security Trustee all of its right, title, interest and benefit, present and future, in, to and under the Intercompany Loan Agreement dated 28 November 2006 and the Funding 1 Deed of Charge (each as defined in the Master Definitions and Construction Schedule signed on the date hereof by, *inter alios*, the Issuer and Funding 1).

You are authorised and instructed henceforth to deal with the Issuer Security Trustee in relation to our rights (but not our obligations) under the Intercompany Loan Agreement and the Funding 1 Deed of Charge without further reference to us.

This notice is irrevocable. Please acknowledge receipt of this notice to the Issuer Security Trustee on the attached Consent to Charge.

Yours faithfully,

.....
For and on behalf of
Fosse Master Issuer plc

SCHEDULE 3

FORM OF CONSENT TO CHARGE

From: Fosse Funding (No.1) Limited

To: Law Debenture Trust Company of New York (the **Issuer Security Trustee**)
Fosse Master Issuer plc (the **Issuer**)

28 November 2006

Dear Sirs,

We hereby acknowledge receipt of the notice of charge dated 28 November 2006 relating to the Issuer Deed of Charge (as defined therein) as adequate notice of the charge described therein.

We agree to deal only with the Issuer Security Trustee in relation to the Issuer's rights (but not its obligations) under the Intercompany Loan Agreement and the Funding 1 Deed of Charge referred to, and as defined in, such notice without any reference to the Issuer.

We have not received from any other person any notice of charge of or any interest in the Intercompany Loan Agreement or the Funding 1 Deed of Charge.

Yours faithfully,

.....
SFM Directors Limited, as Director
For and on behalf of
Fosse Funding (No.1) Limited

SCHEDULE 4

FORM OF ISSUER SECURITY POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made on 28 November 2006 by **FOSSE MASTER ISSUER PLC** (registered number 5925693) whose registered office is 35 Great St. Helen's, London EC3A 6AP (the **Principal**).

WHEREAS:

- (1) By virtue of a deed of charge (the **Issuer Deed of Charge**) dated 28 November 2006 between, *inter alios*, the Principal, the Issuer Security Trustee, the Note Trustee, the Agent Bank, the Principal Paying Agent, the Registrar, the Transfer Agent, the Issuer Cash Manager, the Issuer Account Bank, the Issuer Corporate Services Provider and the Issuer Swap Providers (each as referred to therein) provision was made for the execution by the Principal of this Power of Attorney.
- (2) Words and phrases in this Power of Attorney shall (save where expressed to the contrary) have the same meanings respectively as the words and phrases in the Issuer Deed of Charge.

NOW THIS POWER OF ATTORNEY WITNESSETH:

1. The Principal hereby irrevocably and by way of security for the performance of the covenants, conditions, obligations and undertakings on the part of the Principal contained in the Issuer Deed of Charge appoints Law Debenture Trust Company of New York and any other person or persons for the time being the security trustee or security trustees of and under the Issuer Deed of Charge (the **Attorney**) and any receiver (including any administrative receiver) and any manager (the **Receiver**) and/or administrator (the **Administrator**) appointed from time to time by the Attorney or on its behalf its true and lawful attorney for and in the Principal's name or otherwise jointly and severally to do any act, matter or thing which the Attorney, Receiver or Administrator considers in each case bona fide necessary for the protection or preservation of the Attorney's interests and rights in and to the Issuer Charged Property or which ought to be done under the covenants, undertakings and provisions contained in the Issuer Deed of Charge on or at any time after the service of a Note Acceleration Notice or in any other circumstances where the Attorney has become entitled to take the steps referred to in **Clauses 9.4** (Power of sale) to **9.9** (Disposal of Issuer Charged Property) (inclusive) of the Issuer Deed of Charge including (without limitation) any or all of the following:
 - (a) to do every act or thing which the Attorney, Receiver or Administrator may deem to be necessary, proper or expedient for fully and effectually vesting, transferring or assigning the Issuer Security and/or the Issuer Charged Property or any part thereof and/or the Principal's estate, right, title, benefit and/or interest therein or thereto in or to the Attorney and its successors in title or other person or persons entitled to the benefit thereof in the same manner and as fully and effectually in all respects as the Principal could have done; and
 - (b) the power by writing under its hand by an officer of the Attorney (including every Receiver appointed under the Issuer Deed of Charge) from time to time to appoint a substitute attorney (each a **Substitute**) who shall have power to act on behalf of the Principal as if that Substitute shall have been originally appointed Attorney by this Power of Attorney and/or to revoke any such appointment at any time without assigning any reason therefor.
2. In favour of the Attorney, any Receiver and/or Administrator and/or Substitute, or a person dealing with any of them and the successors and assigns of such a person, all acts done and documents executed or signed by the Attorney, a Receiver, an Administrator or a Substitute in the purported exercise of any power conferred by this Power of Attorney shall for all purposes be valid and binding on the Principal and its successors and assigns.

3. The Principal irrevocably and unconditionally undertakes to indemnify the Attorney and each Receiver and/or Administrator and/or Substitute appointed from time to time by the Attorney and their respective estates (each as **Indemnified Party**) against all actions, proceedings, claims, costs, expenses and liabilities of every description arising from the exercise, or the purported exercise, of any of the powers conferred by this Power of Attorney, save where the same arises as the result of the fraud, negligence or wilful default of the relevant Indemnified Party or its officers or employees.
4. The provisions of **paragraph 3 above** shall continue in force after the revocation or termination, howsoever arising, of this Power of Attorney.
5. The laws of England shall apply to this Power of Attorney and the interpretation thereof and to all acts of the Attorney and each Receiver and/or Administrator and/or Substitute carried out or purported to be carried out under the terms hereof.
6. The Principal hereby agrees at all times hereafter to ratify and confirm whatsoever the said Attorney or its attorney or attorneys or any Receiver or Administrator or Substitute shall properly and lawfully do or cause to be done in and concerning the Issuer Security and/or the Issuer Charged Property.

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

EXECUTED as a **DEED** by)
FOSSE MASTER ISSUER PLC)
 acting by two directors, being)
 SFM Directors Limited)
 and SFM Directors (No. 2) Limited)

Witness's Signature:.....

Name:

Address:

EXECUTION VERSION

SUPPLEMENTAL ISSUER DEED OF CHARGE

21 APRIL 2011

BETWEEN

FOSSE MASTER ISSUER PLC
(the Issuer)

SANTANDER UK PLC
(the Issuer Account Bank, the Issuer Cash Manager and an Issuer Swap Provider)

LAW DEBENTURE TRUST COMPANY OF NEW YORK
(the Issuer Security Trustee and the Note Trustee)

CITIBANK, N.A., London Branch
(the Principal Paying Agent, the Registrar, the Transfer Agent, the Exchange Rate Agent and the Agent Bank)

CITIBANK, N.A., New York Branch
(the US Paying Agent)

ABBEY NATIONAL TREASURY SERVICES PLC
(an Issuer Swap Provider)

CREDIT SUISSE INTERNATIONAL
(an Issuer Swap Provider)

THE ROYAL BANK OF SCOTLAND N.V., London Branch
(an Issuer Swap Provider)

UBS AG, London Branch
(an Issuer Swap Provider)

THE ROYAL BANK OF SCOTLAND PLC
(an Issuer Swap Provider)

and

STRUCTURED FINANCE MANAGEMENT LIMITED
(the Issuer Corporate Services Provider)

ALLEN & OVERY

Allen & Overy LLP

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1. Issuer Deed of charge.....	9
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THIS SUPPLEMENTAL ISSUER DEED OF CHARGE is made on 21 April 2011

BETWEEN:

- (1) **FOSSE MASTER ISSUER PLC**, a company incorporated in England and Wales with limited liability (registered number 5925693), and having its registered office at 35 Great St. Helen's, London EC3A 6AP (the **Issuer**);
- (2) **SANTANDER UK PLC**, a public limited company incorporated in England and Wales with limited liability (registered number 2294747), whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (acting in its capacity as the **Issuer Cash Manager** appointed by the Issuer under the Issuer Cash Management Agreement);
- (3) **SANTANDER UK PLC**, a public limited company incorporated in England and Wales with limited liability (registered number 2294747), whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (acting in its capacity as the **Issuer Account Bank** appointed by the Issuer under the Issuer Bank Account Agreement);
- (4) **LAW DEBENTURE TRUST COMPANY OF NEW YORK**, acting through its offices at 400 Madison Avenue – 4th Floor, New York, New York 10017 (acting in its capacity as the **Issuer Security Trustee**, which expression includes such company and all other persons or companies for the time being acting as security trustee or security trustees under this Deed);
- (5) **LAW DEBENTURE TRUST COMPANY OF NEW YORK**, acting through its offices at 400 Madison Avenue – 4th Floor, New York, New York 10017 (acting in its capacity as the **Note Trustee**, which expression includes such company and all other persons or companies for the time being acting as trustee or trustees for the Noteholders under the Note Trust Deed);
- (6) **CITIBANK, N.A. LONDON BRANCH**, acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Principal Paying Agent**);
- (7) **CITIBANK, N.A., LONDON BRANCH**, acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacities as the **Registrar**);
- (8) **CITIBANK, N.A., LONDON BRANCH**, acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacities as the **Transfer Agent**);
- (9) **CITIBANK, N.A., LONDON BRANCH**, acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Exchange Rate Agent**);
- (10) **CITIBANK, N.A. LONDON BRANCH**, acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Agent Bank**);
- (11) **CITIBANK, N.A., NEW YORK BRANCH**, acting through its offices at 14th Floor, 388 Greenwich Street, New York, New York 10013 (acting in its capacity as the **U.S. Paying Agent**);
- (12) **SANTANDER UK PLC**, a public limited company incorporated in England and Wales with limited liability (registered number 2294747), whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (acting in its capacity as an **Issuer Swap Provider**);
- (13) **ABBEY NATIONAL TREASURY SERVICES PLC**, whose address is 2 Triton Square, Regent's Place, London NW1 3AN (acting in its capacity as an **Issuer Swap Provider**);

- (14) **CREDIT SUISSE INTERNATIONAL**, whose address is One Cabot Square, London E14 4QJ (acting in its capacity as an **Issuer Swap Provider**);
- (15) **THE ROYAL BANK OF SCOTLAND N.V.** (formerly known as ABN AMRO Bank N.V.), London Branch whose address is 250 Bishopsgate, London EC2M 4AA (acting in its capacity as an **Issuer Swap Provider**);
- (16) **UBS AG**, London Branch (formerly known as ABN AMRO Bank N.Y., London Branch) whose address is 100 Liverpool Street, London EC2M 2RH (acting in its capacity as an **Issuer Swap Provider**);
- (17) **THE ROYAL BANK OF SCOTLAND PLC**, a public limited company incorporated under Scots law with registered number SC90312 with offices at 135 Bishopsgate, London EC2M 3UR (acting in its capacity as an **Issuer Swap Provider**); and
- (18) **STRUCTURED FINANCE MANAGEMENT LIMITED** a company incorporated in England and Wales with limited liability (registered number 03853947), whose registered office is at 35 Great St. Helen's, London EC3A 6AP (acting in its capacity as the Issuer Corporate Services Provider appointed by the Issuer under the **Issuer Corporate Services Agreement**).

BACKGROUND:

- (A) This Deed is supplemental to the Issuer Deed of Charge made between, among others, the Issuer and the Issuer Security Trustee, and dated 28 November 2006 and as supplemented and amended on 11 March 2010 (the **Existing Issuer Deed of Charge**).
- (B) On 1 August 2007, Credit Suisse International acceded to the Issuer Deed of Charge in its capacity as an Issuer Swap Provider.
- (C) On 21 August 2008, The Royal Bank of Scotland plc acceded to the Issuer Deed of Charge in its capacity as an Issuer Swap Provider.
- (D) On 21 August 2008, Alliance & Leicester plc acceded to the Issuer Deed of Charge in its capacity as an Issuer Swap Provider.
- (E) On 23 November 2009, Santander UK plc replaced Alliance & Leicester as the Issuer Account Bank and acceded to the Issuer Deed of Charge in such capacity.
- (F) On 12 March 2010, 3 June 2010 and 9 September 2010, Abbey National Treasury Services plc acceded to the Issuer Deed of Charge in its capacity as an Issuer Swap Provider.
- (G) The parties have agreed to supplement and amend the Existing Issuer Deed of Charge pursuant to this Supplemental Issuer Deed of Charge.
- (F) Pursuant to a bank business transfer scheme under Part VII of the Financial Services and Markets Act 2000 (the **Part VII Scheme**), all of Alliance & Leicester's business was transferred to Santander UK. The Part VII Scheme was approved by the Part VII Order and became effective on 28 May 2010 (the **Part VII Effective Date**). Following the approval of the Part VII Scheme which provided for the transfer of this Deed, all accrued rights and obligations of Alliance & Leicester in its capacities as the Issuer Cash Manager and an Issuer Swap Provider under the Existing Deed of Charge and all future rights and obligations of Alliance & Leicester in its capacity as the Issuer Cash Manager and an Issuer Swap Provider under the Existing Deed of Charge were transferred to, and vested in or became liabilities of, Santander UK on the Part VII Effective Date.

IT IS AGREED as follows:

1. INTERPRETATION

- 1.1 The master definitions and construction schedule signed by, amongst others, the Issuer and dated 28 November 2006 (as the same may be amended, restated, varied, supplemented and/or novated from time to time with the consent of the parties thereto, including on 1 August 2007, 20 December 2007, 23 November 2009, 11 March 2010 and the date hereof) (the **Master Definitions and Construction Schedule**) and the issuer master definitions and construction schedule, signed by, amongst others, the parties to this Deed and dated on 28 November 2006 (as the same may be amended, restated, varied, supplemented and/or novated from time to time with the consent of the parties this Deed, including on 1 August 2007, 20 December 2007, 23 November 2009, 11 March 2010 and the date hereof) (the **Issuer Master Definitions and Construction Schedule**) are expressly and specifically incorporated into this Deed and, accordingly, the expressions defined in the Master Definitions and Construction Schedule and the Issuer Master Definitions and Construction Schedule shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Deed, including the recitals thereto.
- 1.2 This Deed will be construed in accordance with the rules of construction set out in the Master Definitions and Construction Schedule.
- 1.3 On and from the Part VII Effective Date, the Existing Issuer Deed of Charge shall be construed as if Santander UK had always been a party to it instead of Alliance & Leicester in its capacities as the Issuer Cash Manager and an Issuer Swap Provider. Accordingly, on and from the Part VII Effective Date, all rights, liabilities, obligations, powers, trusts, authorities, duties and discretions exercised or performed (or exercisable or performable) by Alliance & Leicester in its capacities as the Issuer Cash Manager and an Issuer Swap Provider under the Existing Issuer Deed of Charge prior to the Part VII Effective Date are deemed to have been exercised or performed (or to have been exercisable or performable) by Santander UK. However, the foregoing shall not apply to the extent inconsistent with the Part VII Scheme or to create or diminish any rights, liabilities, obligations, powers, trusts, authorities, duties or discretions or to create or diminish any other assets and liabilities (as to be defined in the Part VII Scheme) otherwise than as provided for in the Part VII Scheme.

2. AMENDMENT OF THE EXISTING ISSUER DEED OF CHARGE

With effect from the date hereof the Existing Issuer Deed of Charge is modified in such manner as would result in the Existing Issuer Deed of Charge as so modified being in the form set out in the Appendix 1 to this Supplemental Issuer Deed of Charge.

3. SUPPLEMENTAL

Save as expressly amended by this Deed, the Existing Issuer Deed of Charge shall remain in full force and effect and the security created thereunder and all of the other rights, powers, obligations and immunities comprised therein and arising pursuant thereto shall remain in full force and effect notwithstanding this Deed. The Existing Issuer Deed of Charge and this Deed shall henceforth be read and construed as one document and references in the Existing Issuer Deed of Charge to "this Deed" shall be read as references to the Existing Issuer Deed of Charge as supplemented and amended by this Deed.

4. COUNTERPARTS

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

This Deed (in relation to any rights or assets situated in Scotland or otherwise governed by Scots law) shall be fully effective and binding on the Issuer upon at least one copy of this Deed having been executed and delivered by the Issuer, notwithstanding that this Deed has not then been executed and delivered by any other party thereto or that such other party has executed or executes or has delivered or delivers a counterpart to this Deed.

5. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

6. LAW AND JURISDICTION

6.1 Governing Law

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

6.2 Submission to jurisdiction

The Issuer irrevocably agrees for the benefit of the Issuer Security Trustee and the other Issuer Secured Creditors that the English courts have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Deed (and any non-contractual obligations arising out of or in connection with it) and accordingly submits to the exclusive jurisdiction of the English courts. The Issuer waives any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum. The Issuer Security Trustee and the other Issuer Secured Creditors may take any suit, action or proceeding arising out of or in connection with this Deed (and any non-contractual obligations arising out of or in connection with it) (together referred to as **Proceedings**) against the Issuer in any other court of competent jurisdiction and concurrent Proceedings in any number of jurisdictions.

6.3 Waiver of trial by jury

Each party waives any right it may have to a jury trial of any claim or cause of action in connection with this Deed or any transaction contemplated by this Deed. This Deed may be filed as a written consent to trial by court.

THIS DEED has been executed as a deed by each of the parties and delivered on the date stated at the beginning of this Deed.

The Issuer

EXECUTED as a **DEED** by)
FOSSE MASTER ISSUER PLC)
acting by two directors)
SFM Directors Limited and)
SFM Directors (No. 2) Limited)



The Issuer Security Trustee

EXECUTED as a **DEED** by)
LAW DEBENTURE TRUST)
COMPANY OF NEW YORK)
acting by its duly authorised attorney/signatory)

By:
Duly authorised attorney/signatory
Name:

in the presence of

Witness:
Name:
Address:

6.3 Waiver of trial by jury

Each party waives any right it may have to a jury trial of any claim or cause of action in connection with this Deed or any transaction contemplated by this Deed. This Deed may be filed as a written consent to trial by court.


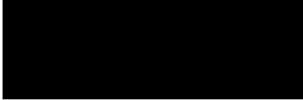
THIS DEED has been executed as a deed by each of the parties and delivered on the date stated at the beginning of this Deed.

The Issuer

EXECUTED as a DEED by)
FOSSE MASTER ISSUER PLC)
acting by two directors)
SFM Directors Limited and)
SFM Directors (No. 2) Limited)

The Issuer Security Trustee

EXECUTED as a DEED by)
LAW DEBENTURE TRUST)
COMPANY OF NEW YORK)
acting by its duly authorised attorney/signatory

By: 
Duly authorised attorney/signatory
Name: 

in the presence of

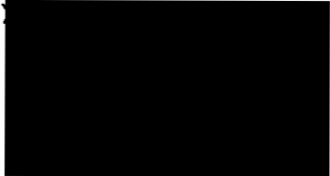
Witness:
Name:
Address:



The Note Trustee

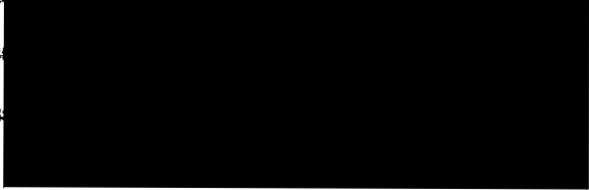
EXECUTED as a DEED by)
LAW DEBENTURE TRUST)
COMPANY OF NEW YORK)
acting by its duly authorised attorney/signatory)

By:
Duly authorised attorney/signatory
Name:



in the presence of

Witness
Name:
Address:



**Principal Paying Agent, Agent Bank,
Exchange Rate Agent, Registrar
and Transfer Agent**

EXECUTED as a DEED on behalf of)
CITIBANK, N.A., LONDON BRANCH)
acting by)

in the presence of:)

Witness's signature)
Name)
Address)

U.S. Paying Agent

EXECUTED as a DEED on behalf of)
CITIBANK, N.A., NEW YORK BRANCH)
a company incorporated)
in the United States of America)

by:)
being a person who, in accordance with)
the laws of that territory, is acting under the)
authority of the company)

The Note Trustee

EXECUTED as a **DEED** by)
LAW DEBENTURE TRUST)
COMPANY OF NEW YORK)
acting by its duly authorised attorney/signatory)

By:
Duly authorised attorney/signatory
Name:

in the presence of

Witness:
Name:
Address:

**Principal Paying Agent, Agent Bank,
Exchange Rate Agent, Registrar
and Transfer Agent**

EXECUTED as a **DEED** on behalf of)
CITIBANK, N.A., LONDON BRANCH)
acting by)

in the presence of:)

Witness's signature)
Name)
Address)



U.S. Paying Agent
EXECUTED as a **DEED** on behalf of)
CITIBANK, N.A., NEW YORK BRANCH)
a company incorporated)
in the United States of America)

by:
being a person who, in accordance with)
the laws of that territory, is acting under the)
authority of the company)

The Note Trustee

EXECUTED as a DEED by)
LAW DEBENTURE TRUST)
COMPANY OF NEW YORK)
acting by its duly authorised attorney/signatory)

By:
Duly authorised attorney/signatory
Name:

in the presence of

Witness:
Name:
Address:

**Principal Paying Agent, Agent Bank,
Exchange Rate Agent, Registrar
and Transfer Agent**

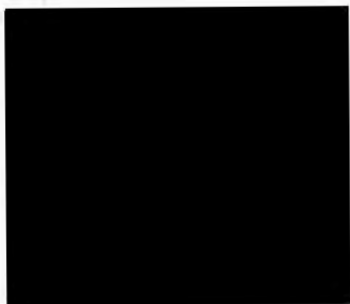
EXECUTED as a DEED on behalf of)
CITIBANK, N.A., LONDON BRANCH)
acting by)

in the presence of:)

Witness's signature)
Name)
Address)

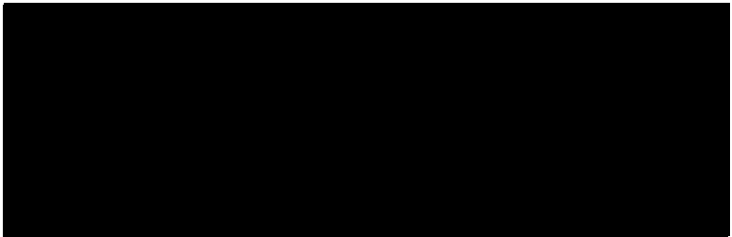
U.S. Paying Agent)
EXECUTED as a DEED on behalf of)
CITIBANK, N.A., NEW YORK BRANCH)
a company incorporated)
in the United States of America)

by:)
being a person who, in accordance with)
the laws of that territory, is acting under the)
authority of the company)



The Issuer Account Bank, the Issuer Cash Manager and an Issuer Swap Provider

EXECUTED as a **DEED** by)
SANTANDER UK PLC)
acting by its duly authorised attorney)
By:
Name:



Issuer Swap Provider

EXECUTED as a **DEED** by)
THE ROYAL BANK OF SCOTLAND N.V.)
acting by its duly authorised attorney)
By:
Name:

Issuer Swap Provider

EXECUTED as a **DEED** by)
THE ROYAL BANK OF SCOTLAND PLC)
acting by its duly authorised attorney)
By:
Name:

Issuer Swap Provider

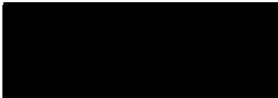
EXECUTED as a **DEED** by)
CREDIT SUISSE INTERNATIONAL)
acting by its duly authorised attorney)
By:
Name:

The Issuer Account Bank, the Issuer Cash Manager and an Issuer Swap Provider

EXECUTED as a **DEED** by)
SANTANDER UK PLC)
acting by its duly authorised attorney)
By:
Name:

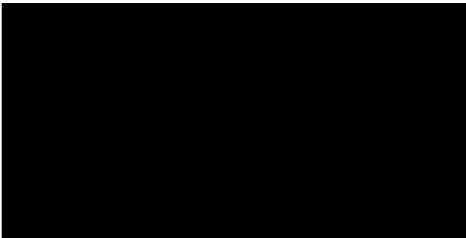
Issuer Swap Provider

EXECUTED as a **DEED** by)
THE ROYAL BANK OF SCOTLAND N.V.)
acting by its duly authorised attorney)
By:
Name:



Issuer Swap Provider

EXECUTED as a **DEED** by)
THE ROYAL BANK OF SCOTLAND PLC)
acting by its duly authorised attorney)
By:
Name:



Issuer Swap Provider

EXECUTED as a **DEED** by)
CREDIT SUISSE INTERNATIONAL)
acting by its duly authorised attorney)
By:
Name:

The Issuer Account Bank, the Issuer Cash Manager and an Issuer Swap Provider

EXECUTED as a **DEED** by)
SANTANDER UK PLC)
acting by its duly authorised attorney)
By:
Name:

Issuer Swap Provider

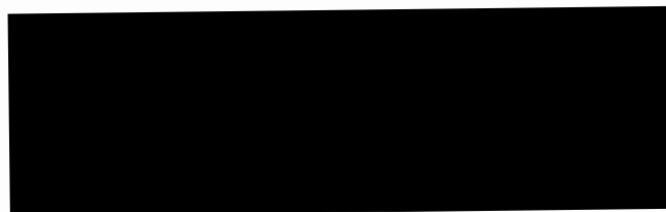
EXECUTED as a **DEED** by)
THE ROYAL BANK OF SCOTLAND N.V.)
acting by its duly authorised attorney)
By:
Name:

Issuer Swap Provider

EXECUTED as a **DEED** by)
THE ROYAL BANK OF SCOTLAND PLC)
acting by its duly authorised attorney)
By:
Name:

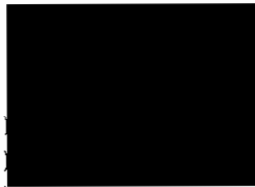
Issuer Swap Provider

EXECUTED as a **DEED** by)
CREDIT SUISSE INTERNATIONAL)
acting by its duly authorised attorney)
By:
Name:

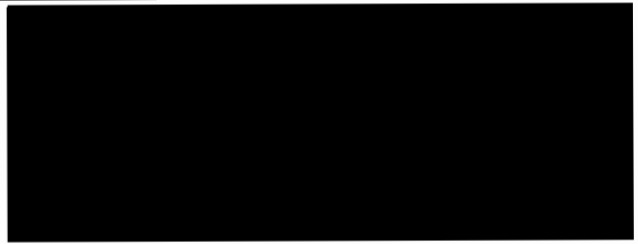


Issuer Swap Provider

EXECUTED as a **DEED** by
ABBAY NATIONAL TREASURY SERVICES PLC
acting by its duly authorised attorney)



By:
Duly authorised signatory
Name:



Issuer Swap Provider

EXECUTED as a **DEED** by)
UBS AG, LONDON BRANCH)
acting by two duly authorised signatories

By:
Name:

By:
Name:

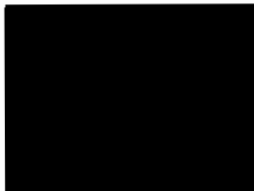
The Issuer Corporate Services Provider

EXECUTED as a **DEED** by)
STRUCTURED FINANCE)
MANAGEMENT LIMITED)
acting by two)
directors/a director and the secretary)



Director

Director/Secretary



Issuer Swap Provider

EXECUTED as a **DEED** by)
ABBEY NATIONAL TREASURY SERVICES PLC)
acting by its duly authorised attorney)

By:
Duly authorised signatory
Name:

Issuer Swap Provider

EXECUTED as a **DEED** by)
UBS AG, LONDON BRANCH)
acting by two duly authorised signatories

By:  
Name:

By: 
Name:

The Issuer Corporate Services Provider

EXECUTED as a **DEED** by)
STRUCTURED FINANCE)
MANAGEMENT LIMITED)
acting by two)
directors/a director and the secretary)

Director

Director/Secretary

APPENDIX 1

ISSUER DEED OF CHARGE

ISSUER DEED OF CHARGE

**DATED 28 NOVEMBER 2006 AND AS SUPPLEMENTED AND AMENDED ON 11 MARCH 2010
AND 21 APRIL 2011**

BETWEEN

**FOSSE MASTER ISSUER PLC
(the Issuer)**

**ALLIANCE & LEICESTER PLC
(the Issuer Cash Manager and the Issuer Account Bank)**

**LAW DEBENTURE TRUST COMPANY OF NEW YORK
(the Issuer Security Trustee and the Note Trustee)**

**CITIBANK, N.A. (London Branch)
(the Principal Paying Agent, the Registrar, the Transfer Agent, the Exchange Rate Agent and the
Agent Bank)**

**CITIBANK, N.A. (New York Branch)
(the US Paying Agent)**

**ABN AMRO BANK N.V., London Branch
(an Issuer Swap Provider)**

**UBS AG, London Branch
(an Issuer Swap Provider)**

and

**STRUCTURED FINANCE MANAGEMENT LIMITED
(the Issuer Corporate Services Provider)**

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THIS ISSUER DEED OF CHARGE is dated 28 November 2006 as supplemented and amended on 11 March 2010 and 21 April 2011

- (1) **FOSSE MASTER ISSUER PLC**, a company incorporated in England and Wales with limited liability (registered number 5925693), and having its registered office at 35 Great St. Helen's, London EC3A 6AP (the **Issuer**);
- (2) **ALLIANCE & LEICESTER PLC**, a public limited company incorporated in England and Wales with limited liability (registered number 03263713), whose registered office is at Carlton Park, Narborough, Leicester LE19 0AL (acting in its capacity as the **Issuer Cash Manager** appointed by the Issuer under the Issuer Cash Management Agreement);
- (3) **ALLIANCE & LEICESTER PLC**, a public limited company incorporated in England and Wales with limited liability (registered number 03263713), whose registered office is at Carlton Park, Narborough, Leicester LE19 0AL (acting in its capacity as the **Issuer Account Bank** appointed by the Issuer under the Issuer Bank Account Agreement);
- (4) **LAW DEBENTURE TRUST COMPANY OF NEW YORK**, acting through its offices at 767 Third Avenue – 31st Floor, New York, New York 10017 (acting in its capacity as the **Issuer Security Trustee**, which expression includes such company and all other persons or companies for the time being acting as security trustee or security trustees under this Deed);
- (5) **LAW DEBENTURE TRUST COMPANY OF NEW YORK**, acting through its offices at 767 Third Avenue – 31st Floor, New York, New York 10017 (acting in its capacity as the **Note Trustee**, which expression includes such company and all other persons or companies for the time being acting as trustee or trustees for the Noteholders under the Note Trust Deed);
- (6) **CITIBANK, N.A.** whose London branch address is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Principal Paying Agent**);
- (7) **CITIBANK, N.A.** whose London branch address is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacities as the **Registrar**);
- (8) **CITIBANK, N.A.** whose London branch address is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacities as the **Transfer Agent**);
- (9) **CITIBANK, N.A.** whose London branch address is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Agent Bank**);
- (10) **CITIBANK, N.A.** whose London branch address is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Exchange Rate Agent**);
- (11) **CITIBANK, N.A.** whose address is 14th Floor, 388 Greenwich Street, New York, New York 10013 (acting in its capacity as the **U.S. Paying Agent**);
- (12) **ABN AMRO BANK N.V., London Branch** whose address is 250 Bishopsgate, London EC2M 4AA (acting in its capacity as an **Issuer Swap Provider**);
- (13) **UBS AG**, whose address is 100 Liverpool Street, London EC2M 2RH (acting in its capacity as an **Issuer Swap Provider**); and

- (14) **STRUCTURED FINANCE MANAGEMENT LIMITED** a company incorporated in England and Wales with limited liability (registered number 03853947), whose registered office is at 35 Great St. Helen's, London EC3A 6AP (acting in its capacity as the **Issuer Corporate Services Provider** appointed by the Issuer under the Issuer Corporate Services Agreement).

BACKGROUND:

- (A) On or about the date of this Deed, the Issuer will issue the Series 2006-1 Notes and the Issuer and the other parties will enter into the Issuer Transaction Documents in order to consummate the transactions described in the Prospectus.
- (B) The Issuer has agreed to provide the Issuer Security to secure the Issuer Secured Obligations.
- (C) The Issuer Security Trustee has agreed to hold the benefit of the Issuer Security on trust for the benefit of the Issuer Secured Creditors subject to the terms and conditions of this Deed.
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Construction

- (a) The master definitions and construction schedule signed by, amongst others, the Issuer and dated 28 November 2006 (as the same may be amended, restated, varied and or novated from time to time with the consent of the parties to this Deed, including without limitation on 1 August 2007, 20 December 2007, 23 November 2009, 11 March 2010 and the date hereof) (the **Master Definitions and Construction Schedule**) and the issuer master definitions and construction schedule, signed by, amongst others, the parties to this Deed (as the same may be amended, restated, varied, supplemented and/or novated from time to time with the consent of the parties to this Deed, including without limitation on 28 November 2006, 1 August 2007, 20 December 2007, 23 November 2009, 11 March 2010 and the date hereof) (the **Issuer Master Definitions and Construction Schedule**) are expressly and specifically incorporated into this Deed and, accordingly, the expressions defined in the Master Definitions and Construction Schedule and the Issuer Master Definitions and Construction Schedule shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Deed, including the recitals thereto.
- (b) This Deed will be construed in accordance with the rules of construction set out in the Issuer Master Definitions and Construction Schedule.
- (c) If there is any conflict between the provisions of the Master Definitions and Construction Schedule, the Issuer Master Definitions and Construction Schedule and the provisions of this Deed, the provisions of this Deed will prevail.
- (d) The term **this Deed** means this Deed and any deed executed in accordance with, or expressed to be supplemental to, this Deed.
- (e) Any covenant of the Issuer under this Deed (other than a payment obligation) shall remain in force during the Issuer Security Period.

- (f) The terms of the other Issuer Transaction Documents are incorporated in this Deed to the extent required to give effect thereto and/or to ensure that any purported disposition contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1994 (the **LP(MP) Act**).
- (g) Unless the context otherwise requires, a reference to an Issuer Charged Property includes the proceeds of sale of that Issuer Charged Property.
- (h) The term **full title guarantee** will be construed in accordance with the LP (MP) Act but so that the covenants implied by the LP (MP) Act in respect of the Issuer Security do not include:
 - (i) the words "other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about" in section 3(1)(b) of the LP (MP) Act; and
 - (ii) section 6(2) of the LP (MP) Act.

2. SECURITY TRUST

2.1 Declaration of Trust

The Issuer Security Trustee holds all of the covenants, undertakings, Security Interests and other rights and benefits made or given under this Deed and the other Issuer Transaction Documents on trust for itself and the other Issuer Secured Creditors upon and subject to the terms and conditions of this Deed.

3. CREATION OF ISSUER SECURITY

3.1 General

- (a) All the Issuer Security:
 - (i) is created in favour of the Issuer Security Trustee for itself and as trustee on behalf of the other Issuer Secured Creditors;
 - (ii) is created over the present and future assets of the Issuer;
 - (iii) is security for the payment or discharge of the Issuer Secured Obligations; and
 - (iv) is made with full title guarantee, or in relation to any rights or assets situated in (A) Northern Ireland or governed by Northern Irish law, as beneficial owners and (B) Scotland or otherwise governed by Scots law, with absolute warrandice.
- (b) The term **all of its rights** as used in this Clause includes, unless the context requires otherwise:
 - (i) the benefit of all covenants, undertakings, representations, warranties and indemnities;
 - (ii) all powers and remedies of enforcement and/or protection;

- (iii) all rights to receive payment of all amounts assured or payable (or to become payable), all rights to serve notices and/or to make demands and all rights to take such steps as are required to cause payment to become due and payable; and
- (iv) all causes and rights of action in respect of any breach and all rights to receive damages or obtain other relief in respect thereof,

in each case, in respect of the relevant Issuer Charged Property.

3.2 Contracts

The Issuer assigns by way of first fixed security (or, to the extent not assignable, charges by way of a first fixed charge) all of its rights in respect of the Issuer Charged Documents (without prejudice to, in respect of any Issuer Swap Agreement, and after giving effect to, any contractual netting provision contained in such agreement).

3.3 Issuer Accounts

The Issuer charges by way of a first fixed charge all of its rights in respect of:

- (a) any amount standing from time to time to the credit of the Issuer Accounts;
- (b) all interest paid or payable in relation to those amounts; and
- (c) all debts represented by those amounts.

3.4 Authorised Investments

The Issuer charges by way of a first fixed charge all of its rights in respect of:

- (a) the Authorised Investments made or purchased from time to time by or on behalf of the Issuer (whether owned by it or held by any nominee on its behalf) using moneys standing to the credit of the Issuer Accounts; and
- (b) all interest, moneys and proceeds paid or payable in relation to those Authorised Investments.

3.5 Miscellaneous

The Issuer charges by way of a first fixed charge all of its rights in respect of:

- (a) the benefit of all authorisations (statutory or otherwise) held in connection with its use of any Issuer Charged Property; and
- (b) any compensation which may be payable to it in respect of those authorisations.

3.6 Floating charge

- (a) The Issuer charges by way of a first floating charge all of its undertaking and all of its property and assets (including, without limitation, its uncalled capital) other than any property or assets at any time otherwise effectively charged or assigned by way of fixed charge or assignment under this **Clause 3** (but excepting from the foregoing exclusion all of the Issuer's undertaking, property and assets situated in Scotland or the rights to which are governed by Scots law, all of which are charged by the floating charge hereby created).

- (b) Except as provided below, the Issuer Security Trustee may, by notice to the Issuer, (and so far as permitted by applicable law), convert the floating charge created under this **Clause 3** into a fixed charge as regards any of the Issuer's assets subject to the floating charge specified in that notice, if:
- (i) a Note Event of Default occurs;
 - (ii) the Issuer Security Trustee considers those assets or any part thereof to be in danger of being seized or sold under any form of distress, attachment, execution, diligence or other legal process or to be otherwise in jeopardy; and/or
 - (iii) a circumstance occurs which the Issuer Security Trustee considers to (or to be likely to) prejudice, imperil or threaten the Issuer Security.
- (c) Except as provided below, the floating charge created by this **Clause 3** will automatically (so far as permitted by applicable law) convert into a fixed charge as regards:
- (i) all of the Issuer's assets subject to the floating charge, upon the service of a Note Acceleration Notice; and/or
 - (ii) any assets of the Issuer subject to the floating charge, if those assets (contrary to the covenants and undertakings contained in the Issuer Transaction Documents):
 - (A) are or become subject to a Security Interest in favour of any person other than the Issuer Security Trustee; or
 - (B) are or become the subject of a sale, transfer or other disposition,
 immediately prior to that Security Interest arising or that sale, transfer or other disposition being made.
- (d) The floating charge created by this **Clause 3** may not be converted into a fixed charge solely by reason of:
- (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,
- under Section 1 of the Insolvency Act 1986 or the Insolvency (Northern Ireland) Order 2002 (if appropriate).
- (e) The floating charge created by this **Clause 3** is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986 and for the purpose of paragraph 15 of Schedule B1 to the Insolvency (Northern Ireland) Order 1989 (as amended) (if appropriate).

4. ACKNOWLEDGEMENTS AND UNDERTAKINGS

4.1 Issuer Security

- (a) This Deed constitutes notice in writing to each Issuer Secured Creditor of the assignment or assignation of all of the Issuer's rights to the Issuer Charged Documents under **Clause 3.2** (Contracts).

- (b) By executing this Deed, each Issuer Secured Creditor acknowledges and consents to the assignment or assignation referred to in this **Clause 4.1** and the other Security Interests made or granted under this Deed and confirms that as of the date of this Deed it has not received from any other person notice of any assignment, assignation or charge of any Issuer Charged Property.
- (c) Immediately upon the execution of this Deed, the Issuer will deliver a notice of charge substantially in the form set out in **Schedule 2** (Form of Notice of Charge) to Funding 1 and will use all reasonable endeavours to procure delivery to the Issuer Security Trustee on the date of this Deed of receipt from Funding 1 substantially in the form set out in **Schedule 3** (Form of Consent to Charge).
- (d) Each Issuer Secured Creditor acknowledges the Issuer Security, and covenants to the Issuer Security Trustee not to do anything inconsistent with the Issuer Security or knowingly to prejudice that security or any of the Issuer Charged Property (or the Issuer Security Trustee's interest in those assets) provided that, subject to **Clause 5** (Restrictions on Exercise of Certain Rights), this Deed does not limit the rights of any of the Issuer Secured Creditors under the Issuer Transaction Documents.

4.2 Registration of Issuer Security

Within 21 calendar days of the date of creating the Issuer Security the Issuer undertakes to file (or to procure that a filing is made) with the Registrar of Companies pursuant to the provisions of Chapter 1 of Part XII of the Companies Act 1985 a duly completed Form 395 in respect of itself together with the required registration fee and an executed copy of this Deed.

4.3 Transaction Documents

Each Issuer Secured Creditor acknowledges that it is bound by, and deemed to have notice of, all of the provisions of the Issuer Transaction Documents as if it was a party to each Issuer Transaction Document.

4.4 Payments to the Issuer

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

4.5 Exercise of rights under Issuer Charged Documents

- (a) Subject to **Clause 8** and **Clause 12**, without prejudice to the rights of the Issuer Security Trustee after the security created under this Deed has become enforceable, the Issuer hereby authorises the Issuer Security Trustee, prior to the security created by this Deed becoming enforceable, to exercise or direct the exercise, or refrain from exercising or directing the exercise of, all rights, powers, authorities, discretions and remedies of the Issuer under or in respect of the Issuer Charged Documents referred to in **Clause 3.2** (Contracts). For the avoidance of doubt, the Issuer Security Trustee shall not be required to have regard to the interests of the Issuer in the exercise or non-exercise or the direction or non-direction of the exercise of any such rights, powers, authorities, discretions and remedies or to comply with any direction given by the Issuer in relation thereto.
- (b) The Issuer shall not, without the prior written consent of the Issuer Security Trustee:

- (i) permit any of the Issuer Charged Documents to which it is a party to become invalid or ineffective or the priority of the security interests created or evidenced thereby or pursuant thereto to be varied;
- (ii) consent to any variation of, or exercise any powers of consent or waiver pursuant to, the terms of any of the Issuer Charged Documents; or
- (iii) permit any party to any of the Issuer Charged Documents or any other person whose obligations form part of the Issuer Charged Property to be released from its obligations.

4.6 New Issuer Secured Creditors

- (a) In order to become a New Issuer Secured Creditor a creditor of the Issuer must enter into an Accession Deed in the form or substantially in the form set out in **Schedule 1** (Form of Accession Deed).
- (b) Each New Issuer Secured Creditor will be bound by the provisions of this Deed as if it contained covenants by each New Issuer Secured Creditor in favour of the Issuer Security Trustee and every other Issuer Secured Creditor to observe and be bound by all provisions of this Deed which apply to Issuer Secured Creditors.

5. RESTRICTIONS ON EXERCISE OF CERTAIN RIGHTS

5.1 Payments to Issuer Accounts

At all times prior to the release, re-assignment, retrocession and/or discharge under **Clause 18** (Release) of the Issuer Security, the Issuer will, save as otherwise provided in the Issuer Transaction Documents or unless the Issuer Security Trustee otherwise agrees in writing, procure that all amounts received by the Issuer under or in respect of the Issuer Transaction Documents will be credited to the Issuer Accounts in accordance with the terms of the Issuer Transaction Documents.

5.2 No withdrawals from Issuer Accounts

No payment, transfer and/or withdrawal may be made from any of the Issuer Accounts other than as expressly permitted under this Deed or the Issuer Cash Management Agreement or with the prior written consent of the Issuer Security Trustee.

5.3 No enforcement by Issuer Secured Creditors

- (a) Except as provided below, each of the Issuer Secured Creditors (other than, in the case of **paragraph (iii)** below, the Note Trustee and the Issuer Security Trustee) agrees with the Issuer and the Issuer Security Trustee that:
 - (i) only the Issuer Security Trustee may enforce the Issuer Security in accordance with the terms and conditions of this Deed;
 - (ii) it will not take any steps or proceedings to procure the winding up, administration or liquidation of the Issuer; and
 - (iii) it will not take any other steps or action against the Issuer or the Issuer Charged Property for the purpose of recovering any of the Issuer Secured Obligations (including by exercising any rights of set-off) or enforcing any rights arising out of the Issuer Transaction Documents against the Issuer.

- (b) If the Note Trustee has failed to serve a Note Acceleration Notice or to give directions to the Issuer Security Trustee to enforce the Issuer Security or the Issuer Security Trustee has failed to enforce the Issuer Security, in each case, within 30 days of becoming bound under the terms of the Conditions, the Note Trust Deed or this Deed, as the case may be, so to do and that failure is continuing or if there are no Notes outstanding, then each of the Issuer Secured Creditors (other than the Noteholders, to whom the provisions of **Condition 10** shall apply) will be entitled to take any steps and proceedings against the Issuer for the purpose of recovering any of the Issuer Secured Obligations or enforcing any rights arising out of the Issuer Transaction Documents as it considers necessary or take any other proceedings (including lodging an appeal in any proceedings) in respect of or concerning the Issuer or the Issuer Charged Property other than any steps or proceedings:
- (i) in respect of procuring the winding up, administration or liquidation of the Issuer; and/or
 - (ii) which would result in the breach by it of **Clause 6** (Payments out of the Issuer Accounts Prior to Acceleration) and/or **Clause 7** (Payments out of the Issuer Accounts Upon Acceleration) and/or any term of the other Issuer Transaction Documents.

5.4 Limited recourse

- (a) Each of the Issuer Secured Creditors (except for the Noteholders in respect of Notes issued prior to 21 April 2011 (other than Class Z Notes)) hereby agrees that, notwithstanding any other provision of any Issuer Transaction Document, all obligations of the Issuer to each Issuer Secured Creditor (except for the Noteholders in respect of Notes issued prior to 21 April 2011 (other than Class Z Notes)) in respect of the Issuer Secured Obligations owing to each Issuer Secured Creditor (except for the Noteholders in respect of Notes issued prior to 21 April 2011 (other than Class Z Notes)) are limited in recourse as set out below:
- (i) in the event of non-payment of any sum due and payable to an Issuer Secured Creditor (except for the Noteholders in respect of Notes issued prior to 21 April 2011 (other than Class Z Notes)), its only remedy shall be enforcement of the Issuer Security in accordance with the provisions of this Deed and the other Issuer Transaction Documents; and
 - (ii) in the event that the net proceeds of enforcing and (as fully as practicable and over whatever time period the Issuer Security Trustee considers reasonably necessary) realising all the Issuer Security are (after application of the proceeds in accordance with the provisions of this Deed) insufficient to discharge in full the amount of any Issuer Secured Obligation owed to an Issuer Secured Creditor (except for the Noteholders in respect of Notes issued prior to 21 April 2011 (other than Class Z Notes)), the Issuer's obligation in respect of the unpaid amount shall be automatically extinguished and such Issuer Secured Creditor shall have no further claim against the Issuer in respect of such unpaid amount.
- (b) The provisions of this **Clause 5.4** shall survive the termination of this Deed.

5.5 Amounts received by Issuer Secured Creditors

Each Issuer Secured Creditor agrees that if any amount is received by it (including by way of set-off) in respect of any Issuer Secured Obligation owed to it other than in accordance with the provisions of this Deed, then an amount equal to the difference between the amount so received by it and the

amount that it would have received had it been paid in accordance with the provisions of this Deed shall be received and held by it as trustee for the Issuer Security Trustee and shall be paid over to the Issuer Security Trustee immediately upon receipt so that such amount can be applied in accordance with the provisions of this Deed.

6. PAYMENTS OUT OF THE ISSUER ACCOUNTS PRIOR TO ACCELERATION

6.1 Application

No payment, transfer and/or withdrawal may be made from any of the Issuer Accounts:

- (a) at any time upon and after enforcement of the Issuer Security without the prior written consent of the Issuer Security Trustee; and/or
- (b) under this Clause at any time upon and after a Note Acceleration Notice has been served.

6.2 Priority of payments for Issuer Revenue Receipts – prior to service of a Note Acceleration Notice and service of an Intercompany Loan Acceleration Notice

Notwithstanding the Issuer Security but subject to **Clause 6.1** (Application) and this **Clause 6.2**, the Issuer or the Issuer Cash Manager, on behalf of the Issuer, will withdraw funds standing to the credit of the Issuer Transaction Account representing Issuer Revenue Receipts on each Interest Payment Date (or on another date in respect of certain payments identified therein made to satisfy certain liabilities of the type described therein if those payments are due on that other date) to be applied in accordance with the terms and conditions of the Issuer Cash Management Agreement in the order of priority (in each case, only to the extent that payments of a higher order of priority have been made in full) as set out in **paragraph 3 of schedule 2** of the Issuer Cash Management Agreement provided that any amounts raised by the Issuer by way of an issuance of Notes and standing to the credit of the Issuer Transaction Account will not be applied by the Issuer in accordance with such priority and such amounts will be advanced on such day by the Issuer to Funding 1 pursuant to the Intercompany Loan Agreement as a Loan Tranche corresponding to such Notes.

6.3 Priority of payments of Issuer Principal Receipts – prior to service of a Note Acceleration Notice or service of an Intercompany Loan Acceleration Notice

Notwithstanding the Issuer Security but subject to **Clause 6.1** (Application) and this **Clause 6.3**, the Issuer or the Issuer Cash Manager, on behalf of the Issuer, will withdraw funds standing to the credit of the Issuer Transaction Account representing Issuer Principal Receipts on each Interest Payment Date to be applied in accordance with the terms and conditions of the Issuer Cash Management Agreement in the order of priority (in each case, only to the extent that payments of a higher order of priority have been made in full) as set out in **paragraph 4 of schedule 2** to the Issuer Cash Management Agreement provided that any amounts raised by the Issuer by way of an issuance of Notes, and standing to the credit of the Issuer Transaction Account will not be applied by the Issuer in accordance with such priority and such amounts will be advanced on such day by the Issuer to Funding 1 pursuant to the Intercompany Loan Agreement as a Loan Tranche corresponding to such Notes.

6.4 Authorised Investments

- (a) Notwithstanding the Issuer Security but subject to **Clause 6.1** (Application), the Issuer or the Issuer Cash Manager, on behalf of the Issuer, may withdraw amounts standing to the credit of the Issuer Accounts from time to time for the purpose of acquiring Authorised Investments in accordance with the terms of the Issuer Bank Account Agreement and the Issuer Cash Management Agreement. All amounts received in respect of any Authorised

Investments (including any amounts received as a result of a disposal under **paragraph (b)** below) will be deposited into the relevant Issuer Transaction Account.

- (b) Notwithstanding the Issuer Security, the Issuer or the Issuer Cash Manager, on behalf of the Issuer, may sell or redeem or otherwise dispose of any Authorised Investments on any day prior to the enforcement of the Issuer Security subject to the terms and conditions of this Deed and the Issuer Cash Management Agreement.

6.5 Enforcement When Not All Amounts Due and Payable

If the Issuer Security Trustee enforces the Issuer Security at a time when either no amounts or not all amounts owing in respect of the Issuer Secured Obligations have become due and payable, the Issuer Security Trustee (or a Receiver) may, for so long as no such amounts or not all such amounts have become due and payable, pay any monies referred to in this **Clause 6** into, and retain such monies in, an interest-bearing account (a **retention account**) to be held by it as security and applied by it in accordance with this **Clause 6** as and when any of the amounts referred to therein become due and payable.

7. PAYMENTS OUT OF THE ISSUER ACCOUNTS UPON ACCELERATION

7.1 Payment of Issuer Revenue Receipts after service of a Note Acceleration Notice but prior to the service of an Intercompany Loan Acceleration Notice

- (a) From and including the time when a Note Acceleration Notice has been served on the Issuer but prior to the service of an Intercompany Loan Acceleration Notice, the Issuer Cash Manager or, if the Issuer Security has also been enforced, the Issuer Security Trustee (or any Receiver) will apply all Issuer Revenue Receipts and all other amounts received or recovered by the Issuer Security Trustee or any Receiver for the benefit of the Issuer Secured Creditors in respect of the Issuer Secured Obligations in accordance with **Clause 6.2** (Priority of payments for Issuer Revenue Receipts – prior to service of a Note Acceleration Notice and service of an Intercompany Loan Acceleration Notice), except that such amount will be applied on the date of receipt or recovery, and as if:
 - (i) any reference in the Issuer Cash Management Agreement to the Issuer Pre-Acceleration Revenue Priority of Payments to an amount payable by the Issuer which is not an Issuer Secured Obligation were deleted; and
 - (ii) **Clause 6.2** (Priority of payments for Issuer Revenue Receipts – prior to service of a Note Acceleration Notice and service of an Intercompany Loan Acceleration Notice) and the Issuer Pre-Acceleration Revenue Priority of Payments were expressed to be subject to the provisions of **Clause 6.5** (Enforcement When Not All Amounts Due and Payable).
- (b) Following the service of a Note Acceleration Notice, at the written request of the Issuer Security Trustee, the Issuer Cash Manager shall cease to act as an agent for the Issuer and shall instead act as an agent of the Issuer Security Trustee with respect to the provision of the services pursuant to the Issuer Cash Management Agreement.

7.2 Priority of payments of Issuer Principal Receipts – after Note Acceleration but before Intercompany Loan Acceleration

Following the service of a Note Acceleration Notice but prior to the service of an Intercompany Loan Acceleration Notice on Funding 1, the Issuer Cash Manager, or if the Issuer Security has been enforced, the Issuer Security Trustee (or Receiver appointed on its behalf) will apply Issuer Principal Receipts on each Interest Payment Date or such other date to repay the Notes in the following manner (the **Issuer Post-Acceleration Principal Priority of Payments**):

- (a) the Class A Notes: from principal amounts received by the Issuer or the Issuer Security Trustee (as the case may be) from Funding 1 in respect of each AAA Loan Tranche (and in respect of (ii) below, the principal amounts received (if any) from the Issuer Swap Providers under the relevant Issuer Swap Agreements in respect of the related Series and Class of Notes) or otherwise recovered:
 - (i) to pay amounts due and payable (in respect of principal) to the relevant Issuer Swap Providers in respect of the related Series and Class of Class A Notes in accordance with the terms of the relevant Issuer Swap Agreements; and
 - (ii) to pay amounts due and payable in respect of principal (if any) on the related Series and Class of Class A Notes;
- (b) the Class B Notes: from principal amounts received by the Issuer or the Issuer Security Trustee (as the case may be) from Funding 1 in respect of each AA Loan Tranche (and in respect of (ii) below, the principal amounts received (if any) from the Issuer Swap Providers under the relevant Issuer Swap Agreements in respect of the related Series and Class of Notes) or otherwise recovered:
 - (i) to pay amounts due and payable (in respect of principal) to the relevant Issuer Swap Providers in respect of the related Series and Class of Class B notes in accordance with the terms of the relevant Issuer Swap Agreements; and
 - (ii) to pay amounts due and payable in respect of principal (if any) on the related Series and Class of Class B Notes;
- (c) the Class M Notes: from principal amounts received by the Issuer or the Issuer Security Trustee (as the case may be) from Funding 1 in respect of each A Loan Tranche (and in respect of (ii) below, the principal amounts received (if any) from the Issuer Swap Providers under the relevant Issuer Swap Agreements in respect of the related Series and Class of Notes) or otherwise recovered:
 - (i) to pay amounts due and payable (in respect of principal) to the relevant Issuer Swap Providers in respect of the related Series and Class of Class M Notes in accordance with the terms of the relevant Issuer Swap Agreements; and
 - (ii) to pay amounts due and payable in respect of principal (if any) on the related Series and Class of Class M Notes;
- (d) the Class C Notes: from principal amounts received by the Issuer or the Issuer Security Trustee (as the case may be) from Funding 1 in respect of each BBB Loan Tranche (and in respect of (ii) below, the principal amounts received (if any) from the Issuer Swap Providers under the relevant Issuer Swap Agreements in respect of the related Series and Class of Notes) or otherwise recovered:
 - (i) to pay amounts due and payable (in respect of principal) to the relevant Issuer Swap Providers in respect of the related Series and Class of Class C Notes in accordance with the terms of the relevant Issuer Swap Agreements; and
 - (ii) to pay amounts due and payable in respect of principal (if any) on the related Series and Class of Class C Notes;
- (e) the Class D Notes: from principal amounts received by the Issuer or the Issuer Security Trustee (as the case may be) from Funding 1 in respect of each BB Loan Tranche (and in

respect of (ii) below, the principal amounts received (if any) from the Issuer Swap Providers under the relevant Issuer Swap Agreements in respect of the related Series and Class of Notes) or otherwise recovered:

- (i) to pay amounts due and payable (in respect of principal) to the relevant Issuer Swap Providers in respect of the related Series and Class of Class D Notes in accordance with the terms of the relevant Issuer Swap Agreements; and
 - (ii) to pay amounts due and payable in respect of principal (if any) on the related Series and Class of Class D Notes; and
- (f) the Class Z Notes: from principal amounts received by the Issuer or the Issuer Security Trustee (as the case may be) from Funding 1 in respect of each NR Loan Tranche or otherwise recovered, to pay amounts due and payable in respect of principal (if any) on the related Series and Class of Class Z Notes.

The amounts standing to the credit of any sub-ledger of the Issuer Principal Ledger (in respect of a Series and Class of Notes) may only be applied by the Issuer Cash Manager or following enforcement of the Issuer Security, the Issuer Security Trustee to pay the principal amounts due (if any) in respect of such Series and Class of Notes under the Issuer Post-Acceleration Principal Priority of Payments.

7.3 Priority of payments of Issuer Principal Receipts and Issuer Revenue Receipts – after Intercompany Loan Acceleration

- (a) Following the service of an Intercompany Loan Acceleration Notice on Funding 1 all amounts received by the Issuer Cash Manager or, following the enforcement of the Issuer Security all amounts received or recovered by the Issuer Security Trustee (or a Receiver appointed on its behalf) shall be applied in accordance with the order of priorities set out in **paragraph (b)** below (known as the **Issuer Post-Enforcement Priority of Payments Following an Intercompany Loan Acceleration**).
- (b) On any day following the service of an Intercompany Loan Acceleration Notice on Funding 1 amounts are received by the Issuer Cash Manager or, following the enforcement of the Issuer Security, amounts are received or recovered by the Issuer Security Trustee, the Issuer Cash Manager or the Issuer Security Trustee, as applicable, will apply amounts (other than amounts representing (i) any Excess Swap Collateral which shall be returned directly to the relevant Issuer Swap Provider and (ii) in respect of each Issuer Swap Provider, prior to the designation of an Early Termination Date under the relevant Issuer Swap Agreement and the resulting application of the collateral by way of netting or set-off, an amount equal to the value of all collateral (other than Excess Swap Collateral) provided by such Issuer Swap Provider to the Issuer pursuant to the relevant Issuer Swap Agreement (and any interest or distributions in respect thereof; provided that the Issuer Security Trustee has received prior written confirmation from the relevant Issuer Swap Provider of the amounts (if any) due under subclauses (i) and (ii) beforehand which confirmation shall be binding and conclusive on all parties)) received or recovered following acceleration of the Intercompany Loan and/or enforcement of the Issuer Security as follows (in each case, only to the extent that payments of a higher order of priority have been paid in full):
 - (i) without priority among them but in proportion to the respective amounts due, to pay amounts due to:

- (A) the Issuer Security Trustee and any Receiver appointed by the Issuer Security Trustee together with interest and any amount in respect of VAT on those amounts and any amounts then due or to become due to the Issuer Security Trustee and the Receiver under the provisions of this Deed;
 - (B) the Note Trustee together with interest and any amount in respect of VAT on those amounts and any amounts then due or to become due and payable to the Note Trustee under the provisions of the Note Trust Deed; and
 - (C) the Agent Bank, the Paying Agents, the Registrar, the Exchange Rate Agent and the Transfer Agent together with interest and any amount in respect of VAT on those amounts and any costs, charges, liabilities and expenses then due or to become due and payable to them under the provisions of the Paying Agent and Agent Bank Agreement;
- (ii) without priority among them but in proportion to the respective amounts due, towards payment of amounts (together with any amount in respect of VAT on those amounts) due and payable to the Issuer Cash Manager under the Issuer Cash Management Agreement and to the Issuer Corporate Services Provider under the Issuer Corporate Services Agreement and to the Issuer Account Bank under the Issuer Bank Account Agreement;
 - (iii) subject to item (iv) below, without priority among them but in proportion to the respective amounts due, to pay amounts due to the Issuer Swap Providers for each Series of Class A Notes (excluding any termination payment);
 - (iv) without priority among them but in proportion to the respective amounts due, to pay interest due or overdue on, and to repay principal of, the applicable Series of Class A Notes and to pay any Swap Termination Payment due to the Issuer Swap Provider for each Series of Class A Notes (but excluding any Issuer Swap Excluded Termination Amount) provided that if the amounts available for distribution under this item (iv) (on the assumption that no amounts are due and payable under item (iii) and no amounts are received from any Issuer Swap Provider) would be insufficient to pay the sterling equivalent of the amounts due and payable under this item (iv), the shortfall will be divided amongst all such amounts on a *pro rata* basis and the amount payable by the Issuer to the Issuer Swap Provider in respect of any Series of Class A Notes under item (iii) above will be reduced by the amount of the shortfall applicable to that Series of Class A Notes;
 - (v) subject to item (vi) below, without priority among them but in proportion to the respective amounts due, to pay amounts due to the Issuer Swap Providers for each Series of Class B Notes (excluding any termination payment);
 - (vi) without priority among them but in proportion to the respective amounts due, to pay interest due or overdue on, and to repay principal of, the applicable Series of Class B Notes and to pay any Swap Termination Payment due to the Issuer Swap Provider for each Series of Class B Notes (but excluding any Issuer Swap Excluded Termination Amount) provided that if the amounts available for distribution under this item (vi) (on the assumption that no amounts are due and payable under item (v) and no amounts are received from any Issuer Swap Provider) would be insufficient to pay the sterling equivalent of the amounts due and payable under this item (vi), the shortfall will be divided amongst all such amounts on a *pro rata* basis and the amount payable by the Issuer to the Issuer Swap Provider in respect of any Series of

Class B Notes under item (v) above will be reduced by the amount of the shortfall applicable to that Series of Class B Notes;

- (vii) subject to item (vii) below, without priority among them but in proportion to the respective amounts due, to pay amounts due to the Issuer Swap Providers for each Series of Class M Notes (excluding any termination payment);
- (viii) without priority among them but in proportion to the respective amounts due, to pay interest due or overdue on, and to repay principal of, the applicable Series of Class M Notes and to pay any Swap Termination Payment due to the Issuer Swap Provider for each Series of Class M Notes (but excluding any Issuer Swap Excluded Termination Amount) provided that if the amounts available for distribution under this item (viii) (on the assumption that no amounts are due and payable under item (vii) above and no amounts are received from any Issuer Swap Provider) would be insufficient to pay the sterling equivalent of the amounts due and payable under this item (viii), the shortfall will be divided amongst all such amounts on a pro rata basis and the amount payable by the Issuer to the Issuer Swap Provider in respect of any Series of Class M Notes under item (vii) above will be reduced by the amount of the shortfall applicable to that Series of Class M Notes;
- (ix) subject to item (x) below, without priority among them but in proportion to the respective amounts due, to pay amounts due to the Issuer Swap Providers for each Series of Class C Notes (excluding any termination payment);
- (x) without priority among them but in proportion to the respective amounts due, to pay interest due or overdue on, and to repay principal of, the applicable Series of Class C Notes and to pay any Swap Termination Payment due to the Issuer Swap Provider for each Series of Class C Notes (but excluding any Issuer Swap Excluded Termination Amount) provided that if the amounts available for distribution under this item (x) (on the assumption that no amounts are due and payable under item (ix) and no amounts are received from any Issuer Swap Provider) would be insufficient to pay the sterling equivalent of the amounts due and payable under this item (x), the shortfall will be divided amongst all such amounts on a *pro rata* basis and the amount payable by the Issuer to the Issuer Swap Provider in respect of any Series of Class C Notes under item (ix) above will be reduced by the amount of the shortfall applicable to that Series of Class C Notes;
- (xi) subject to item (xii) below, without priority among them but in proportion to the respective amounts due, to pay amounts due to the Issuer Swap Providers for each Series of Class D Notes (excluding any termination payment);
- (xii) without priority among them but in proportion to the respective amounts due, to pay interest due or overdue on, and to repay principal of, the applicable Series of Class D Notes and to pay any Swap Termination Payment due to the Issuer Swap Provider for each Series of Class D Notes (but excluding any Issuer Swap Excluded Termination Amount) provided that if the amounts available for distribution under this item (xii) (on the assumption that no amounts are due and payable under item (xi) and no amounts are received from any Issuer Swap Provider) would be insufficient to pay the sterling equivalent of the amounts due and payable under this item (xii), the shortfall will be divided amongst all such amounts on a pro rata basis and the amount payable by the Issuer to the Issuer Swap Provider in respect of any Series of Class D Notes under item (xi) above will be reduced by the amount of the shortfall applicable to that Series of Class D Notes;

- (xiii) to pay interest due or overdue on, and to repay principal of, the applicable Series of Class Z Notes;
- (xiv) without priority among them but in proportion to the respective amounts due, to pay any Issuer Swap Excluded Termination Amount to the Issuer Swap Providers; and
- (xv) the balance to the Issuer.

Notwithstanding the above, amounts standing to the credit of any sub-ledger to the Issuer Revenue Ledger and/or the Issuer Principal Ledger (in respect of a Series and Class of Notes) may only be applied by the Issuer Cash Manager and/or the Issuer Security Trustee (as applicable) to pay the interest, principal and other amounts due in respect of such Series and Class of Notes or any shortfall in the amounts available to pay items (i) to (ii) under the Issuer Post-Enforcement Priority of Payments Following an Intercompany Loan Acceleration and may not be applied in payment of interest, principal and other amounts due in respect of any other Series and Class of Notes.

8. ENFORCEMENT BY THE ISSUER SECURITY TRUSTEE

8.1 Mandatory enforcement

- (a) Subject to **Clause 8.2** (Administrative Receiver), the Issuer Security Trustee will not, and will not be bound to, take any steps, institute any proceedings, exercise its rights, powers, discretions, authorities, duties, and/or functions (including, without limitation, in giving its consent, approval or authorisation to any event, matter or thing requested or making any determination) and/or to take any other action under or in connection with any of the Issuer Transaction Documents (including, without limitation, enforcing the Issuer Security and/or lodging an appeal in any proceedings) unless the Issuer Security Trustee:
 - (i) has been indemnified and/or secured to its satisfaction against all liabilities, cost, charges, expenses, losses and claims to which it may render itself liable or which it may incur by so doing and, for this purpose, the Issuer Security Trustee 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 to indemnify it; and
 - (ii) is directed to do so by:
 - (A) the Note Trustee; or
 - (B) if there are no Notes outstanding, all of the other Issuer Secured Creditors,

(in each case, the **Instructing Party**), in which case the Issuer Security Trustee will be bound to take such action in the manner instructed by the Instructing Party, provided that the Issuer Security Trustee may at all times, whether or not so instructed, take such action in respect of any right, power or discretion which is personal to the Issuer Security Trustee or is to preserve or protect the Issuer Security Trustee's position or is of a purely administrative nature.

- (b) The Issuer Security Trustee shall not be liable to any Issuer Secured Creditor for any action it may take in accordance with any instructions received pursuant to **paragraph (a)** above. The Issuer Security Trustee shall be entitled to seek clarification from the relevant Instructing Party with regard to such instructions and may in its discretion elect not to act pending receipt of such clarification to its satisfaction from such relevant Instructing Party and shall not be liable to any person for any loss occasioned thereby.

- (c) Upon being directed by the Note Trustee to enforce the Issuer Security in accordance with **paragraph (a)** above, the Issuer Security Trustee will notify the Issuer, the Seller and the Issuer Secured Creditors of such direction.

8.2 Administrative Receiver

- (a) Notwithstanding any term of this Deed, subject to **paragraph (b)** below, the Issuer Security Trustee must enforce the Issuer Security by appointing an administrative receiver in respect of the Issuer if it has actual notice of:
 - (i) an application for the appointment of an administrator in respect of the Issuer; or
 - (ii) the giving of a notice of intention to appoint an administrator in respect of the Issuer, and
 - (iii) subject to **Clause 13.1(c)**, the Issuer Security Trustee shall be indemnified and/or secured in accordance with the provisions of this Deed,

and that appointment shall take effect not later than the final day by which it must take effect in order to prevent an administration proceeding.

- (b) The Issuer Security Trustee is not liable for any failure to appoint or delay in appointing an administrative receiver in respect of the Issuer, save in the case of its own gross negligence, wilful default or fraud and, for the avoidance of doubt:
 - (i) nothing in this **Clause 8.2** shall be construed so as to impose on the Issuer Security Trustee any obligation to indemnify any administrative receiver appointed by it pursuant to this **Clause 8.2** except to the extent of (and from) the cash and assets comprising the Issuer Security held by the Issuer Security Trustee at such time; and
 - (ii) the Issuer Security Trustee shall have no liability if, having used its reasonable endeavours, it is unable to find a person who is willing to be appointed as an administrative receiver on the terms as to indemnification referred to in **paragraph (b)(i)** above.
- (c) The Issuer Security Trustee shall not be liable to any Issuer Secured Creditor for any action it may take in accordance with **paragraph (a)** above.
- (d) The Issuer hereby waives any claims against the Issuer Security Trustee in respect of any appointment made pursuant to this **Clause 8.2**.

9. ENFORCEMENT OF ISSUER SECURITY

9.1 General

- (a) For the purposes of all powers implied by statute, the Issuer Secured Obligations are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the 1925 Act and Section 20 of the 1881 Act (restricting the power of sale) and Section 93 of the 1925 Act and Section 17 of the 1881 Act (restricting the right of consolidation) do not apply to the Security Interests comprised in the Issuer Security.

9.2 Note Event of Default

The Issuer Security will become immediately enforceable upon the service of a Note Acceleration Notice or, if there are no Notes outstanding, upon failure by the Issuer to pay any other Issuer Secured Obligation on its due date (subject to any applicable grace period).

9.3 Privileges

The Issuer Security Trustee and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the 1925 Act on mortgagees and receivers duly appointed under the 1925 Act, except that Section 103 of the 1925 Act and Section 20 of the 1881 Act does not apply.

9.4 Power of sale

The power of sale and other powers conferred by Section 101 of the 1925 Act and Section 19 of the 1881 Act, as extended and varied by this Deed, will be immediately exercisable at any time after the Issuer Security has become enforceable.

9.5 Extension of the 1925 Act

- (a) The statutory powers of leasing conferred on the Issuer Security Trustee are extended so as to authorise the Issuer Security Trustee to lease, make agreements for leases, accept surrenders of leases and grant options as the Issuer Security Trustee may think fit and without the need to comply with any provision of Section 99 or 100 of the 1925 Act and Section 18 or Section 3 of the 1911 Act.
- (b) The statutory powers of sale and the other powers conferred on the Issuer Security Trustee by Section 101(1) and (2) of the 1925 Act or by Section 19 of the 1881 Act and Section 4(1) of the 1911 Act are extended so as to authorise the Issuer Security Trustee (upon such terms as the Issuer Security Trustee may think fit and in accordance with the terms of this Deed) to:
 - (i) make demand in the name of the other Issuer Secured Creditors or in its own right for any moneys and liabilities in respect of the Issuer Charged Property; and
 - (ii) do all or any of the things or exercise all or any of the powers referred to in **Clause 11** (Powers of Receiver) as if each of them was expressly conferred on the Issuer Security Trustee by this Deed.

9.6 Mortgagee in possession

- (a) Neither the Issuer Security Trustee nor any Receiver will be liable, by reason of the Issuer Security or entering into possession of an Issuer Charged Property, to account as mortgagee or security holder in possession or for any loss on realisation or for any default or omission for which a mortgagee or security holder in possession might be liable.
- (b) Each of the Issuer Security Trustee, the other Issuer Secured Creditors and any Receiver will not take any action (other than, in the case of the other Issuer Secured Creditors, with the Issuer Security Trustee's prior written consent) which would be likely to lead to the Issuer Security Trustee or the other Issuer Secured Creditors becoming a mortgagee or security holder in possession in respect of any Issuer Charged Property.

9.7 Protection of third parties

No person (including a purchaser) dealing with the Issuer Security Trustee or any Receiver or its or his agents will be concerned to enquire:

- (a) whether the Issuer Secured Obligations remain outstanding or have become payable;
- (b) whether any power which the Issuer Security Trustee or that Receiver is purporting to exercise has become exercisable or is being properly exercised; or
- (c) how any money paid to the Issuer Security Trustee or to that Receiver is to be applied,

and the protections afforded to purchasers from a mortgagee by Section 104 and 107 of the 1925 Act and Sections 21 and 22 of the 1881 Act and to persons dealing with an administrative receiver by Section 42(3) of the Insolvency Act 1986 will apply.

9.8 Contingencies

If the Issuer Security is enforced at a time when no amount is due in respect of the Issuer Secured Obligations or any of the Issuer Secured Obligations are contingent or future, the Issuer Security Trustee or any Receiver may pay the proceeds of any recoveries effected by it into any interest-bearing account to be held by it as security and applied in accordance with the terms and conditions of this Deed and the Issuer Cash Management Agreement.

9.9 Disposal of Issuer Charged Property

Notwithstanding the foregoing provisions of this **Clause 9**, if a Note Acceleration Notice is served on the Issuer other than due to a default in payment of any amount due in respect of any Notes, the Issuer Security Trustee will not be entitled to dispose of all or part of the Issuer Charged Property unless either:

- (a) the Issuer Security Trustee shall have been advised by any financial advisor or such other professional adviser selected by it (which advice and/or opinion shall be conclusive and binding) that a sufficient amount would be realised to allow a full and immediate discharge of all amounts owing under all Class A Notes or, if the Class A Notes have been fully repaid, the Class B Notes, or, if the Class B Notes have been fully repaid, the Class M Notes or, if the Class M notes have been fully repaid, the Class C Notes, or if the Class C Notes have been fully repaid, the Class D Notes; or
- (b) the Issuer Security Trustee is of the sole opinion, reached after considering at any time and from time to time the advice of any financial or such other professional advisers selected by the Issuer Security Trustee in its absolute discretion (acting reasonably) for the purpose of giving such advice, that the cash flow prospectively receivable by the Issuer will not (or that there is a significant risk that it will not) be sufficient, having regard to any other relevant actual, contingent or prospective liabilities of the Issuer, to discharge in full in due course all amounts owing in respect of the Class A Notes, or if the Class A Notes have been fully repaid, the Class B Notes or, if the Class B Notes have been fully repaid, the Class M Notes or, if the Class M Notes have been fully repaid, the Class C Notes, or if the Class C Notes have been fully repaid, the Class D Notes and all prior ranking amounts due by the Issuer. The fees and expense of the aforementioned financial adviser or such other professional adviser selected by the Issuer Security Trustee shall be paid by the Issuer.

10. RECEIVER

10.1 Appointment of Receiver

- (a) Except as provided below, the Issuer Security Trustee may appoint any one or more persons to be a Receiver of all or any part of the Issuer Charged Property if the Issuer Security has become enforceable.
- (b) Any appointment under **paragraph (a)** above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the 1925 Act or Section 24 of the 1881 Act) does not apply to this Deed.
- (d) The Issuer Security Trustee is not entitled to appoint a Receiver solely as a result of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,

under Section 1A of the Insolvency Act 1986 or the Insolvency (Northern Ireland) Order 2002 (if appropriate).

10.2 Removal

The Issuer Security Trustee may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated. The Issuer Security Trustee may apply to the court for an order removing an administrative receiver.

10.3 Remuneration

The Issuer Security Trustee may fix the remuneration of any Receiver appointed by it and the maximum rate specified in Section 109(6) of the 1925 Act or Section 24 of the 1881 Act will not apply. The Issuer will pay the remuneration of any Receiver in accordance with the terms and in the manner agreed from time to time between the relevant Receiver and the Issuer Security Trustee, subject to the terms and conditions of this Deed.

10.4 Agent of the Issuer

- (a) A Receiver will be deemed to be the agent of the Issuer for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the 1925 Act or the 1881 Act or the 1911 Act. The Issuer alone is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver.
- (b) If a liquidator of the Issuer is appointed, the Receiver will act as principal and not as agent of the Issuer Security Trustee.
- (c) The Issuer Security Trustee will not incur any liability (either to the Issuer or to any other person) by reason of the appointment of a Receiver.

10.5 Relationship with Issuer Security Trustee

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after the Issuer Security becomes enforceable be exercised by the Issuer Security Trustee in relation to any Issuer Charged Property without first appointing a Receiver and notwithstanding the appointment of a Receiver.

11. POWERS OF RECEIVER

11.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause in addition to those conferred on it by any law; this includes:
 - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986 or the Insolvency (Northern Ireland) Order 1989 (if appropriate); and
 - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the 1925 Act or the 1881 Act and the 1911 Act (if appropriate), the Insolvency Act 1986 and the Insolvency (Northern Ireland) Order 1989 (if appropriate).
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

11.2 Possession

A Receiver may take immediate possession of, get in and collect any Issuer Charged Property.

11.3 Carry on business

A Receiver may carry on any business of the Issuer in any manner he thinks fit.

11.4 Employees

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit.
- (b) A Receiver may discharge any person appointed by the Issuer.

11.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Issuer Charged Property either in priority to the Issuer Security or otherwise and generally on any terms and for whatever purpose which he thinks fit.

11.6 Sale of assets

- (a) A Receiver may sell, exchange, convert into money and realise any Issuer Charged Property by public auction or private contract and generally in any manner and on any terms which he thinks fit.

- (b) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit.
- (c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the Issuer.

11.7 Leases

A Receiver may let any Issuer Charged Property for any term and at any rent (with or without a premium) which he thinks fit and may accept a surrender of any lease or tenancy of any Issuer Charged Property on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender).

11.8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Issuer or relating in any way to any Issuer Charged Property, provided that, any such claim has priority to or ranks *pari passu* with this Deed.

11.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Issuer Charged Property which he thinks fit.

11.10 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Issuer Charged Property.

11.11 Subsidiaries

A Receiver may form a Subsidiary of the Issuer and transfer to that Subsidiary any Issuer Charged Property.

11.12 Delegation

A Receiver may delegate his powers in accordance with this Deed.

11.13 Lending

A Receiver may lend money or advance credit to any customer of the Issuer.

11.14 Protection of assets

A Receiver may:

- (a) effect any repair or insurance and do any other act which the Issuer might do in the ordinary conduct of its business to protect or improve any Issuer Charged Property;
- (b) commence and/or complete any building operation; and

- (c) apply for and maintain any planning permission, building regulation approval or any other authorisation,

in each case as he thinks fit.

11.15 Uncalled capital

A Receiver may call up or require the directors of the Issuer to call up any uncalled capital of the Issuer.

11.16 Payment of expenses

A Receiver may pay and discharge, out of the profits and income of the Issuer Charged Property and any moneys made by it in carrying on the business of the Issuer, the expenses incurred by it in connection with the carrying on and management of that business or in the exercise of any of the powers conferred by this Clause or otherwise in respect of the Issuer Charged Property and all other expenses which it shall think fit to pay and will apply the residue of those profits and income in accordance with the terms and conditions of this Deed.

11.17 Other powers

A Receiver may:

- (a) do all other acts and things which he may consider desirable or necessary for realising any Issuer Charged Property or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- (b) exercise in relation to any Issuer Charged Property all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Issuer Charged Property; and
- (c) use the name of the Issuer for any of the above purposes.

12. MODIFICATION, AUTHORISATION, WAIVER, AND CONSENT

12.1 Modification

- (a) Subject to **paragraphs (b) and (c)** below, the Issuer Security Trustee may without the consent or sanction of the Issuer Secured Creditors (except where they are a party to the relevant Issuer Transaction Document the subject of such modification, where the consent of such party will be required) concur (or direct the Funding 1 Security Trustee to concur) with any person in making or giving its consent to any modification (except a Basic Terms Modification) to any Issuer Transaction Document only if so directed by (a) the Note Trustee so long as there are any Notes outstanding or (b) all of the other Issuer Secured Creditors, if there are no Notes outstanding.
- (b) Notwithstanding any other provision of this Deed, the Issuer Security Trustee may not agree to any modification unless either:
 - (i) the Issuer has confirmed to the Issuer Security Trustee that such amendment would not result in a termination of any of the Issuer Swap Agreements (having obtained any consents or confirmations that are required pursuant to the terms of any of the Issuer Swap Agreements in order to avoid any such termination); or

- (ii) the Rating Agencies confirm to the Issuer or the Issuer Security Trustee that, notwithstanding that such amendment does or may result in a termination of one or more of the Issuer Swap Agreements, the ratings of the Rated Notes will not be reduced, withdrawn or qualified (it being acknowledged that none of the Rating Agencies has any obligation to provide such confirmation at any time and that, pursuant to Condition 16, the confirmation of one of the Rating Agencies may be sufficient for such purpose).
- (c) Subject to **paragraph (d)** below, the Issuer Security Trustee shall, without any consent or sanction of the Issuer Secured Creditors (except where they are a party to the relevant Issuer Transaction Document the subject of such modification, where the consent of such party will be required) be required to concur with the Issuer or any other person in making or giving its consent to any modification (other than a Basic Terms Modification) to any Issuer Transaction Document that are requested by Funding 1 (or the Cash Manager on its behalf) or the Issuer (or the Issuer Cash Manager on its behalf) provided that Funding 1 (or the Cash Manager on its behalf) or the Issuer (or the Issuer Cash Manager on its behalf) has certified to the Issuer Security Trustee in writing that such modifications are required in order to accommodate:
- (i) any Loan Tranches to be advanced to Funding 1 under the Intercompany Loan and/or the issue of any Notes by the Issuer;
 - (ii) New Intercompany Loan Agreements of Funding 1 or any Further Funding Companies and/or the issue of New Notes by New Issuers;
 - (iii) the addition of other relevant secured creditors of the Issuer Secured Creditors, Funding 1 Secured Creditors, any New Issuer or any Further Funding Company;
 - (iv) the accession of New Beneficiaries to the Mortgages Trust Deed;
 - (v) the issue (directly or indirectly) of debt by Funding 1 and/or any Further Funding Company (other than as referred to in **paragraphs (i)** and **(ii)** above);
 - (vi) the sale of New Loan Types or Mortgages to the Mortgages Trustee;
 - (vii) changes to the General Reserve Required Amount and/or any additional amounts for the purposes of an Arrears or Step-up Trigger Event and/or the Liquidity Reserve Fund Required Amount and/or the manner in which these are funded;
 - (viii) the establishment of the Funding 1 Liquidity Facility; and/or
 - (ix) changes to the Asset Trigger Events and Non-Asset Trigger Events.
- (d) The Issuer Security Trustee shall only be required to agree or consent to the modifications set out in **paragraph (c)** above if the Issuer Security Trustee is satisfied that:
- (i) in respect of the matters set out in **paragraphs (c)(i), (c)(iv)** and **(c)(vi)**, Funding 1, the Cash Manager the Issuer or the Issuer Cash Manager has certified to the Issuer Security Trustee in writing that the conditions precedent to:
 - (A) Notes being issued by the Issuer and/or Loan Tranches being made available to Funding 1 (as set out in Condition 15 and Clause 3 of the Intercompany Loan Agreement);
 - (B) the assignment of New Loans to the Mortgages Trustee (as set out in Clause 4 of the Mortgage Sale Agreement);

- (C) the inclusion of a New Beneficiary of the Mortgages Trust (as set out in Clause 17 of the Mortgages Trust Deed),

have been satisfied; and

- (ii) in respect of the matters listed in **paragraphs (c)(i) to (c) (ix) Error! Reference source not found.**, the Issuer Security Trustee has received written confirmation from each of the Rating Agencies that the relevant modifications will not result in a downgrade, withdrawal or qualification of the then current ratings of the Rated Notes (it being acknowledged that none of the Rating Agencies has any obligation to provide such confirmation at any time and that, pursuant to Condition 16, the confirmation of one of the Rating Agencies may be sufficient for such purpose).

- (e) Each Issuer Secured Creditor hereby acknowledges that the Issuer Security Trustee is required to make the modifications set out in **paragraph (c) above** (subject to **paragraph (d)**), and each Issuer Secured Creditor further acknowledges that such modifications may adversely affect the amount of monies available to the Issuer to meet the Issuer Secured Obligations. Each Issuer Secured Creditor agrees that such modifications shall be binding on it and unless the Issuer Security Trustee otherwise agrees, notice thereof shall be given by the Cash Manager to the Issuer Secured Creditors as soon as practicable after the modifications have been made.
- (f) Each of the Issuer Secured Creditors agrees from time to time to do and perform such other and further acts and execute and deliver any and all such other documents and instruments (to the extent the Issuer Security Trustee and/or the Note Trustee is a party thereto, in form and substance satisfactory to each of the Issuer Security Trustee and the Note Trustee, as applicable) as may be required by law or necessary to give effect to the intent and purpose of this **Clause 12.1** (Modification).

12.2 Authorisation or waiver

The Issuer Security Trustee shall waive or authorise (or direct the Funding 1 Security Trustee to waive or authorise) (without prejudice to its rights in respect of any further or other breach) any breach or proposed breach by the Issuer or any other person (or in the case of a direction to the Funding 1 Security Trustee, by Funding 1 or any other person) of any of the covenants or provisions of any Issuer Transaction Document only if so directed by (a) the Note Trustee so long as there are any Notes outstanding or (b) all of the other Issuer Secured Creditors, if there are no Notes outstanding.

12.3 Requests for consent or approval

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

- (a) if any Issuer Transaction Document specifies that the Issuer Security Trustee is required to give its consent or approval to that event, matter or thing if certain specified conditions are satisfied in relation to that event, matter or thing, then the Issuer Security Trustee will give its consent or approval to that event, matter or thing upon being satisfied that those specified conditions have been satisfied; and
- (b) in any other case, the Issuer Security Trustee shall give its consent or approval to that event, matter or thing only if so directed by (a) the Note Trustee so long as there are any Notes outstanding or (b) all of the other Issuer Secured Creditors, if there are no Notes outstanding.

12.4 Binding on Issuer Secured Creditors

Any modification, authorisation, waiver, consent or approval provided under this **Clause 12** will be binding on all of the Issuer Secured Creditors.

12.5 Additional terms and conditions

Any modification, authorisation, waiver, consent or approval provided under this **Clause 12** may be made or given on such terms and subject to such conditions (if any) as directed by (a) the Note Trustee so long as there are any Notes outstanding or (b) all of the other Issuer Secured Creditors, if there are no Notes outstanding.

12.6 Notice to Issuer Secured Creditors

If required by the Issuer Security Trustee, the Issuer will as soon as practicable notify:

- (a) the Noteholders in accordance with the Conditions; and
- (b) each of the other Issuer Secured Creditors in accordance with this Deed,

in each case, of any modification, authorisation, waiver, consent or approval made under this **Clause 12**.

13. ADDITIONAL PROVISIONS REGARDING THE ISSUER SECURITY TRUSTEE

13.1 Incorporation of Note Trust Deed provisions

- (a) Without prejudice to the other provisions of this Deed and except as set out below, the following Clauses of the Note Trust Deed are incorporated in and will apply, *mutatis mutandis*, to this Deed (and for that purpose references in that Clause to "these presents" or to "this Deed" will be construed as references to this Issuer Deed of Charge and references in that Clause to "the Note Trustee" will be construed as references to the Issuer Security Trustee):
 - (i) **clause 16** (Remuneration and Indemnification of the Note Trustee);
 - (ii) **clause 17** (Supplement to Trustee Acts);
 - (iii) **clause 18** (Note Trustee's liability);
 - (iv) **clause 19** (Note Trustee Contracting with the Issuer);
 - (v) **clause 23** (Eligibility and Disqualification; New Note Trustee);
 - (vi) **clause 24** (Note Trustee's Retirement and Removal); and
 - (vii) **clause 25** (Note Trustee's Powers to be Additional).
- (b) **Clause 16** (Remuneration and Indemnification of the Note Trustee) of the Note Trust Deed will be amended so that:
 - (i) the last sentence of **clause 16.1** is deleted and replaced by the following:

"Such remuneration shall accrue from day to day and be payable up to and including the date when the Issuer Security Period has expired and the Issuer Security Trustee has released, reassigned and/or discharged the Issuer Charged Property from the Issuer Security as provided under this Deed."; and

(ii) each of the references to the Note Trustee in **clauses 16.5, 16.6 and 16.7** include a reference to any Receiver appointed by the Issuer Security Trustee.

(c) The following words shall be added to the end of **clause 16.9** before the final full stop:

", provided that if the Issuer Security Trustee is required to appoint an administrative receiver pursuant to **Clause 8.2** (Administrative receiver) of the Issuer Deed of Charge, the Issuer Security Trustee agrees that it is adequately indemnified and secured in respect of such appointment by virtue of its rights against the Issuer under the Issuer Deed of Charge and the security that it has in respect of such rights but otherwise without limitation to its right of indemnity and/or security under this Deed."

13.2 No transfer of obligations

Notwithstanding anything else in this Deed, the Issuer Security Trustee does not assume and will not be obliged to perform any obligations of any other party.

13.3 No obligation to insure

The Issuer Security Trustee shall not be under any obligation to insure in respect of any of the Issuer Charged Property or to require any other person to maintain any such insurance and shall have no liability to any person for not so doing.

13.4 Additional Issuer Security Trustee provisions

- (a) The Issuer Security Trustee shall be under no obligation to monitor or supervise the functions of the Issuer Cash Manager under the Issuer Cash Management Agreement or any other Issuer Transaction Document or of any other person under or pursuant to any of the Issuer Transaction Documents.
- (b) The Issuer shall provide to the Issuer Security Trustee such information as it shall reasonably request in writing to enable it to perform its functions as Issuer Security Trustee under the Issuer Transaction Documents.
- (c) The Issuer Security Trustee shall not be liable to the Issuer or any Issuer Secured Creditor for acting on the request direction or instruction of the Note Trustee.
- (d) The Issuer Security Trustee may provide information to the Funding 1 Security Trustee under the Funding 1 Deed of Charge and to the Note Trustee under the Note Trust Deed.
- (e) The Issuer Security Trustee shall be entitled to rely on any certificate addressed to it whether in its capacity as Issuer Security Trustee under this Deed, as Funding 1 Security Trustee under the Funding 1 Deed of Charge or as Note Trustee under the Note Trust Deed and may rely on information provided to it in any such capacity.
- (f) The Issuer Security Trustee, if not the same as the Note Trustee and/or the Funding 1 Security Trustee, shall provide the Note Trustee and the Funding 1 Security Trustee with any information that either or both of them reasonably require.

- (g) The Issuer Security Trustee, if not the same as the Funding 1 Security Trustee and/or the Note Trustee, shall notify the Note Trustee and/or the Funding 1 Security Trustee of any breach of any provisions of this Deed or the Issuer Transaction Documents any event of which it has knowledge which would or may result in this Deed or the Issuer Security created thereby becoming enforceable.
- (h) Nothing in this Deed shall preclude the Funding 1 Security Trustee, the Note Trustee and the Funding 1 Security Trustee from exchanging information.

13.5 The Trustee

- (a) Law Debenture Trust Company of New York (the **Initial Trustee**) is acting as Note Trustee under the Note Trust Deed and as Funding 1 Security Trustee under the Funding 1 Deed of Charge and as Issuer Security Trustee under this Deed (and while doing so the Initial Trustee and any successor which acts in all such capacities are referred to in this **Clause 13.5** as the **Trustee**). No entity may act as a trustee in any such capacity unless it is also the Trustee in all such capacities or unless the Trustee agrees otherwise or unless the Trustee resigns its office as trustee in one or more of such capacities. In any capacity as Trustee, the Trustee will not be liable to any Noteholder for any loss which it may suffer by reason of any conflict which may arise between the interests of such Noteholder and any other person to whom the Trustee owes duties as a result of the Trustee acting in all such capacities.
- (b) Neither the Initial Trustee nor any of its successors has any responsibility to Noteholders, the Issuer Secured Creditors or the Funding 1 Secured Creditors for the validity, sufficiency or enforceability of the Issuer Security and the Funding 1 Security (which the Initial Trustee has not investigated) and shall accept such title and interest as any chargor or mortgagor has without responsibility for investigating the same or any defect there may be therein. Neither the Initial Trustee nor any of its successors are responsible for monitoring the performance by any person of its obligations to the Issuer, Funding 1 or any other person and each may assume until it has actual knowledge to the contrary that such obligations are being duly performed.

14. ISSUER POWER OF ATTORNEY

Immediately upon execution of this Deed, the Issuer will execute and deliver to the Issuer Security Trustee the Issuer Security Power of Attorney. The Issuer Security Trustee confirms that it may exercise the powers conferred under the Issuer Security Power of Attorney if:

- (a) the Issuer Security has become enforceable;
- (b) it considers such action necessary for the protection or preservation of the Attorney's (as defined in the Issuer Security Power of Attorney) interests and rights in and to the Issuer Charged Property; and/or
- (c) it considers such action ought to be done under the covenants, undertakings and provisions contained in this Deed on or at any time after the service of a Note Acceleration Notice.

15. FURTHER ASSURANCES

The Issuer must, at its own expense, take whatever action the Issuer Security Trustee or a Receiver may require for:

- (a) creating, perfecting or protecting any security intended to be created by this Deed; or

- (b) facilitating the realisation of any Issuer Charged Property, or the exercise of any right, power or discretion exercisable, by the Issuer Security Trustee or any Receiver or any of its delegates or sub-delegates in respect of any Issuer Charged Property.

This includes:

- (i) the execution of any transfer, conveyance, assignment, assignation or assurance of any property, whether to the Issuer Security Trustee or to its nominee; or
- (ii) the giving of any notice, order or direction and the making of any registration,

which, in any such case, the Issuer Security Trustee may think expedient.

16. ADDITIONAL PROVISIONS RELATING TO THE ISSUER SECURITY

16.1 Continuing Security

The Issuer Security will remain in force as continuing security for the Issuer Secured Obligations notwithstanding any settlement of account or the existence at any time of a credit balance on any Issuer Account or other account or any other act, event or matter.

16.2 No merger

The Issuer Security is in addition to, and will not be merged in, or in any way exclude or prejudice any other Security Interest or other right which the Issuer Security Trustee or any other Issuer Secured Creditor may now or at any time have (or would apart from the Issuer Security have) as regards the Issuer or any other person in respect of the Issuer Secured Obligations.

16.3 Avoidance of security or payment

- (a) If an amount paid to the Issuer Security Trustee, the Noteholders or any of the other Issuer Secured Creditors under an Issuer Transaction Document is capable of being avoided or reduced by virtue of any provisions or enactments relating to bankruptcy, insolvency or liquidation for the time being in force or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (b) Any settlement, discharge or release between the Issuer and the Issuer Security Trustee (or any Receiver) will be conditional upon no security or payment granted or made to the Issuer Security Trustee (or any Receiver, as the case may be) by the Issuer or any other person being avoided or reduced by virtue of any provisions or enactments relating to bankruptcy, insolvency or liquidation for the time being in force.
- (c) If any security or payment is avoided or reduced in the circumstances described in **paragraph (a)** above, then the Issuer Security Trustee (or any Receiver, as the case may be) will be entitled to recover the value or amount of such security or payment from the Issuer as if the relevant settlement, discharge or release had not occurred.

16.4 Retention of Issuer Security

- (a) If the Issuer Security Trustee has grounds for believing that the Issuer may be unable to pay its debts as they fall due as at the date of any payment made by the Issuer to the Issuer Security Trustee, the Noteholders or any of the other Issuer Secured Creditors, then the Issuer Security Trustee may retain the Issuer Security until the expiry of a period of (subject to **paragraph (b)** below) one month plus the statutory period within which any assurance,

security, guarantee or payment can be avoided or invalidated after the payment and discharge in full of all Issuer Secured Obligations notwithstanding any release, settlement, discharge or arrangement which may be given or made by the Issuer Security Trustee on, or as a consequence of, such payment or discharge of liability.

- (b) If, at any time within the period referred to in **paragraph (a)** above, any person presents a petition, or files documents with a court or any registrar for the winding-up or administration of the Issuer or any analogous proceedings are commenced by or against the Issuer, the Issuer Security Trustee may continue to retain the Issuer Security for such further period as it may determine and the Issuer Security will be deemed to continue to be held as security for the payment and discharge to the Issuer Security Trustee of all of the Issuer Secured Obligations.

16.5 Change of name, etc.

This Deed will remain valid and enforceable notwithstanding any change in the name, composition or constitution of the Issuer Security Trustee or the Issuer or any merger, amalgamation or consolidation by the Issuer Security Trustee or the Issuer with any other corporation.

16.6 Negative pledge

The Issuer shall not, save for the Issuer Security, or with the prior written consent of the Issuer Security Trustee, or unless otherwise permitted under any of the Issuer Transaction Documents, create or permit to subsist any Security Interest whatsoever, however created or arising (unless arising by operation of law) over any of its property, assets or undertakings present or future (including any uncalled capital) or any interest, estate, right, title or benefit therein or use, invest or dispose of, including by way of sale or the grant of any Security Interest of whatsoever nature or otherwise deal with, or agree or attempt or purport to sell or otherwise dispose of (in each case whether by one or a series of transactions) or grant any option or right to acquire any such property, assets or undertaking present or future.

17. SET-OFF

- (a) The Issuer Security Trustee may at any time following a Note Event of Default (without notice and notwithstanding any settlement of account or other matter):
 - (i) combine or consolidate all or any existing accounts of the Issuer whether in its own name or jointly with others and held by it or any Issuer Secured Creditor;
 - (ii) set-off or transfer all or any part of any credit balance or any sum standing to the credit of any account referred to in **paragraph (i)** above (whether or not the same is due to the Issuer from the Issuer Security Trustee or relevant Issuer Secured Creditor and whether or not the credit balance and the account in debit or the Issuer Secured Obligations are expressed in the same currency) in or towards satisfaction of any of the Issuer Secured Obligations; and/or
 - (iii) in its discretion, estimate the amount of any liability of the Issuer which is contingent or unascertained and set-off such estimated amount.
- (b) No amount will be payable by the Issuer Security Trustee to the Issuer unless and until all Issuer Secured Obligations have been ascertained and fully repaid or discharged.

18. RELEASE

18.1 Upon discharge of Issuer Secured Obligations

At the end of the Issuer Security Period, the Issuer Security Trustee will, at the cost of the Issuer, take whatever action is necessary to release or re-assign the Issuer Charged Property from the Issuer Security to, or to the order of, the Issuer.

18.2 Authorised Investments

Upon the Issuer or the Issuer Cash Manager on its behalf making a disposal of an Authorised Investment charged under this Deed and provided that the proceeds of such disposal are paid into the Issuer Transaction Account in accordance with the terms of this Deed and the Issuer Cash Management Agreement, such Authorised Investment will be deemed to be released from the Issuer Security the Issuer Security Trustee will, at the request and cost of the Issuer take whatever action is necessary to release that Authorised Investment from the Issuer Security.

18.3 Issuer Accounts

For the avoidance of doubt, all amounts which the Issuer Cash Manager (on behalf of the Issuer and following service of a Note Acceleration Notice if the Issuer Cash Manager is appointed as agent of the Issuer Security Trustee, the Issuer Security Trustee or its appointee) is permitted to withdraw from the Issuer Transaction Account pursuant to **Clause 6.2** (Priority of payments for Issuer Revenue Receipts – prior to service of a Note Acceleration Notice and service of an Intercompany Loan Acceleration Notice) and **Clause 6.3** (Priority of payments of Issuer Principal Receipts – prior to service of a Note Acceleration Notice or service of an Intercompany Loan Acceleration Notice) will be deemed to be released from the Issuer Security upon the relevant withdrawal provided that, where the relevant amount is transferred to another Issuer Account, it will become subject to the Issuer Security in respect of that other Issuer Account.

18.4 Release under the Funding 1 Deed of Charge

If there is any release of security under the terms of the Funding 1 Deed of Charge, then the assets which are the subject of that release and formerly part of the Issuer Charged Property will automatically be released from the Issuer Security.

18.5 No liability for loss

The Issuer Security Trustee will not be liable to the Issuer or any other person for any loss, costs, claims or liabilities arising in connection with its acting upon a request made under this Clause and/or any release made under this Clause.

19. ISSUER REPRESENTATIONS

19.1 Title

The Issuer represents to the Issuer Security Trustee that it is the beneficial owner of the Issuer Charged Property and the Issuer Charged Property is free of any Security Interests (except for those created by or under this Deed) and any other rights or interests (including any licences) in favour of third parties.

19.2 No restriction

The Issuer represents to the Issuer Security Trustee that, as at each Closing Date, none of its property, assets and/or undertaking are subject to any restriction (whether contractual or otherwise) that may render the Security Interests granted by the Issuer under this Deed ineffective or which otherwise prohibit the grant of such Security Interests.

19.3 Steps taken

The Issuer represents to the Issuer Security Trustee that it has taken all necessary steps to enable it to create the Issuer Security in accordance with this Deed and has taken no actions or steps which will or may prejudice its rights, title and interest in, to and under the Issuer Charged Property.

19.4 Issuer Charged Documents

The Issuer represents to the Issuer Security Trustee that:

- (a) each Issuer Charged Document is its legally binding, valid, and enforceable obligation;
- (b) it is not in default of any of its obligations under any Issuer Charged Document;
- (c) there is no prohibition on assignment in any Issuer Charged Document; and
- (d) its entry into and performance of this Deed will not conflict with any term of any Issuer Charged Document.

19.5 Nature of security

The Issuer represents to the Issuer Security Trustee that this Deed creates those Security Interests it purports to create and is not liable to be amended or otherwise set aside on its liquidation or administration or otherwise, except that Security Interests expressed to be fixed may take effect as a floating charge security.

19.6 United States Activities

The Issuer represents to the Issuer Security Trustee that it will not engage in any activities in the United States (directly or through agents), will not derive any income from United States sources as determined under United States income tax principles and will not hold any property if doing so would cause it to be engaged or deemed to be engaged in a trade or business within the United States as determined under United States tax principles.

19.7 Centre of main interests and establishment

- (a) The Issuer represents to the Issuer Security Trustee that its "centre of main interests" for the purposes of the Insolvency Regulation and the UNCITRAL Implementing Regulations is in England and it does not have any "establishment" (as defined in the Insolvency Regulation and the UNCITRAL Implementing Regulations) other than in England.
- (b) The Issuer undertakes to conduct its business and affairs such that, at all relevant times, its "centre of main interests" for the purposes of the Insolvency Regulation and the UNCITRAL Implementing Regulations will be and remain in England and it will not have any "establishment" (as defined in the Insolvency Regulation and the UNCITRAL Implementing Regulations) other than in England.

19.8 Times for making representations

- (a) The representations set out in this Deed (including in this Clause) are made on the date of this Deed.
- (b) Unless a representation is expressed to be given at a specific date, each representation under this Deed is deemed to be repeated by the Issuer on each date during the Issuer Security Period.
- (c) When a representation is repeated, it is applied to the circumstances existing at the time of repetition.

20. EVIDENCE OF INDEBTEDNESS

- (a) In any action, proceedings or claim relating to this Deed or the Issuer Security, any statement (which will contain information in reasonable detail in support thereof) as to:
 - (i) any amount due to any Issuer Secured Creditor;
 - (ii) all or any part of the Issuer Secured Obligations; or
 - (iii) any amounts which have been notified to the Issuer Security Trustee as being amounts due to any Issuer Secured Creditor,

in each case, which is certified as being correct by an officer of the Issuer Security Trustee in the case only of amounts due to the Issuer Security Trustee for its own account or an officer of the relevant Issuer Secured Creditor in any other case will be conclusive evidence that such amount is in fact due and payable.

- (b) Each Issuer Secured Creditor (other than the Issuer Security Trustee) shall, upon request, provide to the Issuer Security Trustee information regarding the Issuer Secured Obligations that are owed to it, provided that such Issuer Secured Creditor is satisfied (acting reasonably) that adequate confidentiality arrangements are in place between it and the Issuer Security Trustee with regard to the provision of such information and such information shall be binding on the Issuer Security Trustee.

21. RIGHTS CUMULATIVE

The respective rights of the Issuer Security Trustee and any Receiver under this Deed:

- (a) may be exercised as often as necessary;
- (b) are cumulative and not exclusive of its rights under the general law; and
- (c) may be waived only in writing and specifically.

Delay in exercising or non-exercise of any right is not a waiver of that right.

22. SEVERABILITY

If a term of this Deed is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect:

- (a) the legality, validity or enforceability in that jurisdiction of any other term of this Deed; or

- (b) the legality, validity or enforceability in any other jurisdiction of that or any other term of this Deed.

23. COUNTERPARTS

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

24. NOTICES

24.1 In writing

Any communication in connection with this Deed must be in writing and, unless otherwise stated, may be given in person, by post or by fax. Unless it is agreed to the contrary, any consent or agreement required under this Deed must be given in writing.

24.2 Party details

The contact details of each party to this Deed for all communications in connection with this Deed are those set out below:

- (a) **Issuer:** Fosse Master Issuer plc, 35 Great St. Helen's, London EC3A 6AP
- For the attention of: The Directors
Telephone: +44 (0)207 398 6300
Facsimile: +44 (0)20 7398 6325
- (b) **Issuer Cash Manager:** Santander UK plc, 2 Triton Square, Regent's Place, London NW1 3AN
- For the attention of: The Company Secretary
Facsimile: +44 (0)20 7756 5627
- (c) **Issuer Account Bank:** Santander UK plc, 2 Triton Square, Regent's Place, London NW1 3AN
- For the attention of: The Company Secretary
Facsimile: +44 (0)20 7756 5627
- (d) **Note Trustee:** Law Debenture Trust Company Of New York, 400 Madison Avenue – 4th Floor, New York, New York 10017
- For the attention of: Anthony Bocchino
Telephone: +1 212 750 6474
Facsimile: +1 212 750 1361
- (e) **Issuer Security Trustee:** Law Debenture Trust Company Of New York, 400 Madison Avenue – 4th Floor, New York, New York 10017
- For the attention of: Anthony Bocchino
Telephone: +1 212 750 6474
Facsimile: +1 212 750 1361

- (f) **Agent Bank:** Citibank, N.A. (London branch), Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB
- For the attention of: Ratefix Desk
 Telephone: +353 1 622 4321
 Facsimile: +353 1 622 2031
- (g) **Registrar:** Citibank, N.A. (London branch), Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB
- For the attention of: Registrar Desk
 Telephone: +353 1 622 4612
 Facsimile: +353 1 622 2031
- (h) **Principal Paying Agent:** Citibank, N.A. (London branch), Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB
- For the attention of: MTN Paying Agency
 Telephone: +353 1 622 0866
 Facsimile: +353 1 622 2210
- (i) **Transfer Agent:** Citibank, N.A. (London branch), Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB
- For the attention of: Registrar Desk
 Telephone: +353 1 622 4612
 Facsimile: +353 1 622 2031
- (j) **Exchange Rate Agent:** Citibank, N.A. (London branch), Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB
- For the attention of: MTN Paying Agency
 Telephone: +353 1 622 0865
 Facsimile: +353 1 622 2212
- (k) **U.S. Paying Agent:** Citibank N.A., 14th Floor, 388 Greenwich Street, New York, New York 10013
- For the attention of: Agency & Trust
 Telephone: +1 212 816 5773
 Facsimile: +1 212 816 5527
- (l) **Issuer Swap Provider:** Santander UK plc, 2 Triton Square, Regent's Place, London NW1 3AN
- For the attention of: The Company Secretary
 Facsimile: +44 (0)20 7756 5627
- (m) **Issuer Swap Provider:** Abbey National Treasury Services plc, Abbey National House, 2 Triton Square, Regent's Place, London NW1 3AN
- For the attention of: Mortgages Backed Funding (TSIC)
 Facsimile: +44 (0)20 7756 5862

- (n) **Issuer Swap Provider:** Credit Suisse International, One Cabot Square, London, E14 4QJ
- For the attention of: General Counsel EMEA – Legal Compliance Department
Facsimile: +44 (0)20 7888 2686
- (o) **Issuer Swap Provider:** The Royal Bank of Scotland, N.V. London Branch
250 Bishopsgate, London EC2M 4AA
- For the attention of: Structured Derivatives Documentation Queries
Telephone: +44 (0)20 7678 3410/7173
Facsimile: +44 (0)20 7857 9549/9430
- (p) **Issuer Swap Provider:** The Royal Bank of Scotland plc
135 Bishopsgate, London EC2M 3UR
- For the attention of: Simon Freedman / Client Confirmations
Telephone: +44 (0)20 7085 4704
Facsimile: +44 (0)20 7085 3607
- (q) **Issuer Swap Provider:** UBS AG, London Branch 100 Liverpool Street, London EC2M 2RH
- For the attention of: Credit Risk Management – Documentation Unit/Legal Department
Telephone: +44 (0)20 7567 8000
Facsimile: +44 (0)20 7567 4406 / 7568 9257
- (r) **Issuer Corporate Services Provider:** 35 Great St. Helen's, London EC3A 6AP
- For the attention of: The Directors
Telephone: +44 (0)207 398 6300
Facsimile: +44 (0)207 398 6325

24.3 Changes

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

24.4 Effectiveness

- (a) Except as provided below, any notice in connection with this Deed will be deemed to be given as follows:
- (i) if delivered in person, at the time of the delivery;
 - (ii) if posted, five days after being deposited in the post, postage prepaid, in a correctly addressed envelope; and
 - (iii) if by fax, when received in legible form.
- (b) A communication given under **paragraph (a)** above but received on a non-working day or after business hours in the place of receipt will only be deemed to be given on the next working day in that place.

25. ASSIGNMENT

The Issuer Secured Creditors may not assign, encumber or transfer all or any part of its rights or benefits and/or transfer its obligations under this Deed without the prior written consent of the Issuer Security Trustee.

26. LANGUAGE

- (a) Any notice given in connection with this Deed must be in English.
- (b) Any other document provided in connection with this Deed must be:
 - (i) in English; or
 - (ii) accompanied by a certified English translation. In this case, the English translation prevails unless the document is a statutory or other official document.

27. LAW AND JURISDICTION

27.1 Governing Law

This Deed (and any non-contractual obligations arising out of or in connection with it) shall be governed by, and construed in accordance with, English law, provided that any terms of this Deed which are (a) particular to Northern Irish law shall be governed by, and shall be construed in accordance with, the laws of Northern Ireland and (b) particular to Scots law shall be construed in accordance with the laws of Scotland.

27.2 Submission to jurisdiction

The Issuer irrevocably agrees for the benefit of the Issuer Security Trustee and the other Issuer Secured Creditors that the English courts have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Deed (and any non-contractual obligations arising out of or in connection with it) and accordingly submits to the exclusive jurisdiction of the English courts. The Issuer waives any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum. The Issuer Security Trustee and the other Issuer Secured Creditors may take any suit, action or proceeding arising out of or in connection with this Deed (and any non-contractual obligations arising out of or in connection with it) (together referred to as **Proceedings**) against the Issuer in any other court of competent jurisdiction and concurrent Proceedings in any number of jurisdictions.

27.3 Waiver of trial by jury

Each party waives any right it may have to a jury trial of any claim or cause of action in connection with any Issuer Transaction Document or any transaction contemplated by any Issuer Transaction Document. This deed may be filed as a written consent to trial by court.

28. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

29. EFFECTIVENESS OF EXECUTION

This Deed (in relation to any rights or assets situated in Scotland or otherwise governed by Scots law) shall be fully effective and binding upon the Issuer and the Issuer Security Trustee upon at least one copy of this Deed having been executed and delivered by both the Issuer and the Issuer Security Trustee notwithstanding that any other person expressed to be a party to this Deed has not then executed and delivered this Deed and notwithstanding any such party has executed or executes and has delivered or delivers a counterpart of this Deed.

THIS DEED has been executed as a deed by each of the parties and delivered on the date stated at the beginning of this Deed.

The Issuer

EXECUTED as a DEED by)
FOSSE MASTER ISSUER PLC)
acting by two directors)

The Issuer Security Trustee

EXECUTED as a DEED by)
LAW DEBENTURE TRUST)
COMPANY OF NEW YORK)
acting by its duly authorised attorney/signatory)

By:
Duly authorised attorney/signatory
Name:

The Note Trustee

EXECUTED as a DEED by)
LAW DEBENTURE TRUST)
COMPANY OF NEW YORK)
acting by its duly authorised attorney/signatory)

By:
Duly authorised attorney/signatory
Name:

**Principal Paying Agent, Agent Bank,
Exchange Rate Agent, Registrar
and Transfer Agent**

EXECUTED as a **DEED** on behalf of
CITIBANK, N.A., LONDON BRANCH in its capacities)
as **Principal Paying Agent, Agent Bank,**)
Exchange Rate Agent, Registrar)
and **Transfer Agent**)
acting by its delegated signatory)

U.S. Paying Agent

EXECUTED as a **DEED** on behalf of)
CITIBANK, N.A., NEW YORK BRANCH)
acting by its delegated signatory

Issuer Swap Provider

EXECUTED as a **DEED** by)
ABN AMRO BANK N.V.)
acting by its duly authorised attorney)
By:
Name:

Issuer Swap Provider

EXECUTED as a **DEED** by)
UBS AG, LONDON BRANCH)
acting by its duly authorised attorney)
By:
Name:

The Issuer Cash Manager

EXECUTED as a **DEED** by)
ALLIANCE & LEICESTER PLC)
acting by its duly authorised attorney)
By:
Name:

The Issuer Account Bank

EXECUTED as a **DEED** by)
ALLIANCE & LEICESTER PLC)
acting by its duly authorised attorney)
By:
Name:

The Issuer Corporate Services Provider

EXECUTED as a **DEED** by)
STRUCTURED FINANCE)
MANAGEMENT LIMITED)
acting by)

SCHEDULE 1

FORM OF ACCESSION DEED

THIS DEED is made on []

BETWEEN

- (15) **FOSSE MASTER ISSUER PLC**, a company incorporated in England and Wales with limited liability (registered number 5925693), and having its registered office at 35 Great St Helen's, London EC3A 6AP (the **Issuer**);
- (16) **SANTANDER UK PLC**, a public limited company incorporated in England and Wales with limited liability (registered number 2294747), and having its registered office at 2 Triton Square, Regent's Place, London NW1 3AN (acting in its capacity as the **Issuer Cash Manager**);
- (17) **SANTANDER UK PLC**, a public limited company incorporated in England and Wales with limited liability (registered number 2294747), and having its registered office at 2 Triton Square, Regent's Place, London NW1 3AN (acting in its capacity as the **Issuer Account Bank**);
- (18) **LAW DEBENTURE TRUST COMPANY OF NEW YORK**, acting through its offices at 400 Madison Avenue – 4th Floor, New York, New York 10017 (acting in its capacity as the **Issuer Security Trustee**, which expression includes such company and all other persons or companies for the time being acting as security trustee or security trustees under the Issuer Deed of Charge);
- (19) **LAW DEBENTURE TRUST COMPANY OF NEW YORK**, acting through its offices at 400 Madison Avenue – 4th Floor, New York, New York 10017 (acting in its capacity as the **Note Trustee**, which expression includes such company and all other persons or companies for the time being acting as trustee or trustees for the Noteholders under the Note Trust Deed);
- (20) **CITIBANK N.A.**, a national association acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Principal Paying Agent**);
- (21) **CITIBANK N.A.**, a national association acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Registrar**);
- (22) **CITIBANK, N.A.**, a national association acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Transfer Agent**);
- (23) **CITIBANK N.A.**, a national association acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Agent Bank**);
- (24) **CITIBANK N.A.**, a national association acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Exchange Rate Agent**);
- (25) **CITIBANK N.A.**, a national association acting through its offices at 388 Greenwich Street, 14th Floor, New York, New York 10013 (acting in its capacity as the **U.S. Paying Agent**);
- (26) **THE ROYAL BANK OF SCOTLAND N.V., London Branch** (formerly known as ABN AMBRO Bank N.V., London Branch) whose address is 250 Bishopsgate, London EC2M 4AA (acting in its capacity as an **Issuer Swap Provider**);

- (27) **UBS AG, LONDON BRANCH** whose address is 100 Liverpool Street, London EC2M 2RH (acting in its capacity as an **Issuer Swap Provider**);
- (28) **THE ROYAL BANK OF SCOTLAND PLC**, a public limited company incorporated under Scots law with registered number SC90312 with offices at 135 Bishopsgate, London EC2M 3UR (acting in its capacity as an **Issuer Swap Provider**);
- (29) **CREDIT SUISSE INTERNATIONAL**, whose address is One Cabot Square, London E14 4QJ (acting in its capacity as an **Issuer Swap Provider**);
- (30) **SANTANDER UK PLC**, a public limited company incorporated in England and Wales with limited liability (registered number 2294747), whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (acting in its capacity as an **Issuer Swap Provider**); and
- (31) **ABBAY NATIONAL TREASURY SERVICES PLC**, whose address is 2 Triton Square, Regent's Place, London NW1 3AN (acting in its capacity as an **Issuer Swap Provider**);
- (32) **STRUCTURED FINANCE MANAGEMENT LIMITED**, a company incorporated in England and Wales, with limited liability (registered number 3853947), and having its registered office at 35 Great St. Helen's, London EC3A 6AP (acting in its capacity as the **Issuer Corporate Services Provider**).
- (33) [*Any other additional Issuer Secured Creditor*] (the "**New Issuer Secured Creditor**").

NOW THIS DEED WITNESSES AS FOLLOWS

WHEREAS

- (A) Pursuant to the terms of a [*describe agreement*] (the "**Agreement**") dated [●] made between the Issuer and the New Issuer Secured Creditor, the Issuer has agreed to [*describe nature of the obligations of the Issuer under the Agreement*].
- (B) The Issuer has agreed to provide the Issuer Security Trustee with the benefit of the security described in the Issuer Deed of Charge to secure the Issuer's obligations to the Issuer Secured Creditors.
- (C) The terms of the Issuer Deed of Charge permit the Issuer to secure its obligations to a New Issuer Secured Creditor thereunder.
- (D) The New Issuer Secured Creditor has agreed to enter into this Deed to accede to the provisions of the Issuer Deed of Charge.
- (E) The Issuer Secured Creditors have agreed to enter into this Deed to, among other things, acknowledge and agree to such accession and to permit any consequential changes to the Issuer Priority of Payments as are required and any other amendment as may be required to give effect to this Deed.

1. INTERPRETATION

- 2. The master definitions and construction schedule signed by, amongst others, the Issuer and dated 28 November 2006 (as the same may be amended, restated, varied, supplemented and/or novated from time to time with the consent of the parties to this Deed, including on 1 August 2007, 20 December 2007, 23 November 2009, 11 March 2010 and 21 April 2011) (the **Master Definitions and Construction Schedule**) and the issuer master definitions and construction schedule signed by,

amongst others, the parties to the Issuer Deed of Charge and dated 28 November 2006 (as the same may be amended, restated, varied, supplemented and/or novated from time to time with the consent of the parties to this Deed, including on 1 August 2007, 20 December 2007, 23 November 2009, 11 March 2010 and 21 April 2011) (the **Issuer Master Definitions and Construction Schedule**) are expressly and specifically incorporated into this Deed and, accordingly, the expressions defined in the Master Definitions and Construction Schedule and the Issuer Master Definitions and Construction Schedule shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Deed, including the recitals thereto.

3. REPRESENTATIONS AND WARRANTIES

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

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

4. ACCESSION

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

- (a) confirms that as from [*date*], it intends to be a party to the Issuer Deed of Charge as an Issuer Secured Creditor;
- (b) undertakes to comply with and be bound by all of the provisions of the Master Definitions and Construction Schedule and the Issuer Master Definitions and Construction Schedule (as the same may be amended, restated, varied, supplemented and/or novated from time to time) and the Issuer Deed of Charge in its capacity as an Issuer Secured Creditor, as if it had been an original party thereto;
- (c) undertakes to perform comply with and be bound by all of the provisions of the Issuer Deed of Charge in its capacity as an Issuer Secured Creditor, as if it had been an original party thereto as provided in **Clause 4.6** (New Issuer Secured Creditors) of the Issuer Deed of Charge; and
- (d) agrees that the Issuer Security Trustee shall be the Issuer Security Trustee of the Issuer Deed of Charge for all Issuer Secured Creditors upon and subject to the terms set out in the Issuer Deed of Charge.

5. SCOPE OF THE ISSUER DEED OF CHARGE

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

- (a) the Agreement shall be treated as an Issuer Transaction Document; and
- (b) the New Issuer Secured Creditor shall be treated as an Issuer Secured Creditor.

6. [AMENDMENT TO THE ISSUER PRIORITY OF PAYMENTS]

The Issuer Secured Creditors agree to amend and restate the Issuer Priority of Payments in accordance with Appendix 1 hereto.]

7. APPLICATION

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

8. NOTICES AND DEMANDS

Any notice or communication under or in connection with this Deed, the Issuer Deed of Charge, the Issuer Master Definitions and Construction Schedule and the Master Definitions and Construction Schedule shall be given in the manner and at the times set out in **Clause 24** (Notices) of the Issuer Deed of Charge to the addresses given in this Clause or at such other address as the recipient may have notified to the other parties hereto and/or thereto in writing.

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

[]
For the attention of: []
Telephone: []
Facsimile: []

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

9. CHOICE OF LAW

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

DULY EXECUTED AND DELIVERED AS A DEED by each of the parties hereto or on its behalf on the date appearing on page 1.

The Issuer

EXECUTED as a DEED by)
FOSSE MASTER ISSUER PLC)
acting by two directors)
SFM Directors Limited and
SFM Directors (No. 2) Limited

The Issuer Cash Manager

EXECUTED as a **DEED** by)
SANTANDER UK PLC)
acting by its duly authorised attorney)
By:)
Name:)

The Issuer Account Bank

EXECUTED as a **DEED** by)
SANTANDER UK PLC)
acting by its duly authorised attorney)
By:)
Name:)

The Issuer Security Trustee

EXECUTED as a **DEED** by)
LAW DEBENTURE TRUST)
COMPANY OF NEW YORK)
acting by its)
duly authorised attorney/signatory)

By:)
Duly authorised attorney/signatory)
Name:)

The Note Trustee

EXECUTED as a **DEED** by)
LAW DEBENTURE TRUST)
COMPANY OF NEW YORK)
acting by its)
duly authorised attorney/signatory)

By:)
Duly authorised attorney/signatory)
Name:)

The Principal Paying Agent,)
the Exchange Rate Agent, the Agent Bank,)
the Registrar and the Transfer Agent)

EXECUTED as a **DEED** on behalf of)
CITIBANK, N.A., a company incorporated)
in the Unites States of America)

by:)
being a person who, in accordance with)
the laws of that territory, is acting under the)
authority of the company)

The U.S. Paying Agent

EXECUTED as a **DEED** on behalf of)
CITIBANK, N.A., a company incorporated)
in the Unites States of America)

by:)
being a person who, in accordance with)
the laws of that territory, is acting under the)
authority of the company)

An Issuer Swap Provider

EXECUTED as a **DEED** by)
THE ROYAL BANK OF SCOTLAND N.V., London Branch)
acting by its duly authorised attorney)

By:
Name:

An Issuer Swap Provider

EXECUTED as a **DEED** by)
UBS AG, LONDON BRANCH)
acting by its duly authorised attorney)

By:
Name:

An Issuer Swap Provider

EXECUTED as a **DEED** by)
THE ROYAL BANK OF SCOTLAND PLC)
acting by its duly authorised attorney)
By:
Name:

Issuer Swap Provider

EXECUTED as a **DEED** by)
ABBEY NATIONAL TREASURY SERVICES PLC)
acting by its duly authorised attorney)

By:
Duly authorised signatory
Name:

An Issuer Swap Provider

EXECUTED as a **DEED** by)
CREDIT SUISSE INTERNATIONAL)
acting by its duly authorised attorney)
By:
Name:

An Issuer Swap Provider

EXECUTED as a **DEED** by)
SANTANDER UK PLC)
acting by its duly authorised attorney)
By:
Name:

The Issuer Corporate Services Provider

EXECUTED as a **DEED** by)
STRUCTURED FINANCE)
MANAGEMENT LIMITED)
acting by)
two directors

New Issuer Secured Creditor

EXECUTED as a **DEED** by)
[])
acting by two)
directors/a director and the secretary)

Director

Director/Secretary

SCHEDULE 2

FORM OF NOTICE OF CHARGE

From: Fosse Master Issuer plc (the **Issuer**)

To: Fosse Funding (No.1) Limited (**Funding 1**)

Copy: Law Debenture Trust Company of New York (the **Issuer Security Trustee**)

28 November 2006

Dear Sirs,

We hereby give you notice that by a deed of charge dated 28 November 2006 and made between the Issuer, the Issuer Security Trustee and others (the **Issuer Deed of Charge**), the Issuer charged to the Issuer Security Trustee all of its right, title, interest and benefit, present and future, in, to and under the Intercompany Loan Agreement dated 28 November 2006 and the Funding 1 Deed of Charge (each as defined in the Master Definitions and Construction Schedule signed on the date hereof by, *inter alios*, the Issuer and Funding 1).

You are authorised and instructed henceforth to deal with the Issuer Security Trustee in relation to our rights (but not our obligations) under the Intercompany Loan Agreement and the Funding 1 Deed of Charge without further reference to us.

This notice is irrevocable. Please acknowledge receipt of this notice to the Issuer Security Trustee on the attached Consent to Charge.

Yours faithfully,

.....
For and on behalf of
Fosse Master Issuer plc

SCHEDULE 3

FORM OF CONSENT TO CHARGE

From: Fosse Funding (No.1) Limited

To: Law Debenture Trust Company of New York (the **Issuer Security Trustee**)
Fosse Master Issuer plc (the **Issuer**)

28 November 2006

Dear Sirs,

We hereby acknowledge receipt of the notice of charge dated 28 November 2006 relating to the Issuer Deed of Charge (as defined therein) as adequate notice of the charge described therein.

We agree to deal only with the Issuer Security Trustee in relation to the Issuer's rights (but not its obligations) under the Intercompany Loan Agreement and the Funding 1 Deed of Charge referred to, and as defined in, such notice without any reference to the Issuer.

We have not received from any other person any notice of charge of or any interest in the Intercompany Loan Agreement or the Funding 1 Deed of Charge.

Yours faithfully,

.....
SFM Directors Limited, as Director
For and on behalf of
Fosse Funding (No.1) Limited

SCHEDULE 4

FORM OF ISSUER SECURITY POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made on 28 November 2006 by **FOSSE MASTER ISSUER PLC** (registered number 5925693) whose registered office is 35 Great St. Helen's, London EC3A 6AP (the **Principal**).

WHEREAS:

- (1) By virtue of a deed of charge (the **Issuer Deed of Charge**) dated 28 November 2006 between, *inter alios*, the Principal, the Issuer Security Trustee, the Note Trustee, the Agent Bank, the Principal Paying Agent, the Registrar, the Transfer Agent, the Issuer Cash Manager, the Issuer Account Bank, the Issuer Corporate Services Provider and the Issuer Swap Providers (each as referred to therein) provision was made for the execution by the Principal of this Power of Attorney.
- (2) Words and phrases in this Power of Attorney shall (save where expressed to the contrary) have the same meanings respectively as the words and phrases in the Issuer Deed of Charge.

NOW THIS POWER OF ATTORNEY WITNESSETH:

1. The Principal hereby irrevocably and by way of security for the performance of the covenants, conditions, obligations and undertakings on the part of the Principal contained in the Issuer Deed of Charge appoints Law Debenture Trust Company of New York and any other person or persons for the time being the security trustee or security trustees of and under the Issuer Deed of Charge (the **Attorney**) and any receiver (including any administrative receiver) and any manager (the **Receiver**) and/or administrator (the **Administrator**) appointed from time to time by the Attorney or on its behalf its true and lawful attorney for and in the Principal's name or otherwise jointly and severally to do any act, matter or thing which the Attorney, Receiver or Administrator considers in each case bona fide necessary for the protection or preservation of the Attorney's interests and rights in and to the Issuer Charged Property or which ought to be done under the covenants, undertakings and provisions contained in the Issuer Deed of Charge on or at any time after the service of a Note Acceleration Notice or in any other circumstances where the Attorney has become entitled to take the steps referred to in **Clauses 9.4** (Power of sale) to **9.9** (Disposal of Issuer Charged Property) (inclusive) of the Issuer Deed of Charge including (without limitation) any or all of the following:
 - (a) to do every act or thing which the Attorney, Receiver or Administrator may deem to be necessary, proper or expedient for fully and effectually vesting, transferring or assigning the Issuer Security and/or the Issuer Charged Property or any part thereof and/or the Principal's estate, right, title, benefit and/or interest therein or thereto in or to the Attorney and its successors in title or other person or persons entitled to the benefit thereof in the same manner and as fully and effectually in all respects as the Principal could have done; and
 - (b) the power by writing under its hand by an officer of the Attorney (including every Receiver appointed under the Issuer Deed of Charge) from time to time to appoint a substitute attorney (each a **Substitute**) who shall have power to act on behalf of the Principal as if that Substitute shall have been originally appointed Attorney by this Power of Attorney and/or to revoke any such appointment at any time without assigning any reason therefor.
2. In favour of the Attorney, any Receiver and/or Administrator and/or Substitute, or a person dealing with any of them and the successors and assigns of such a person, all acts done and documents executed or signed by the Attorney, a Receiver, an Administrator or a Substitute in the purported exercise of any power conferred by this Power of Attorney shall for all purposes be valid and binding on the Principal and its successors and assigns.

3. The Principal irrevocably and unconditionally undertakes to indemnify the Attorney and each Receiver and/or Administrator and/or Substitute appointed from time to time by the Attorney and their respective estates (each as **Indemnified Party**) against all actions, proceedings, claims, costs, expenses and liabilities of every description arising from the exercise, or the purported exercise, of any of the powers conferred by this Power of Attorney, save where the same arises as the result of the fraud, negligence or wilful default of the relevant Indemnified Party or its officers or employees.
4. The provisions of **paragraph 3 above** shall continue in force after the revocation or termination, howsoever arising, of this Power of Attorney.
5. The laws of England shall apply to this Power of Attorney and the interpretation thereof and to all acts of the Attorney and each Receiver and/or Administrator and/or Substitute carried out or purported to be carried out under the terms hereof.
6. The Principal hereby agrees at all times hereafter to ratify and confirm whatsoever the said Attorney or its attorney or attorneys or any Receiver or Administrator or Substitute shall properly and lawfully do or cause to be done in and concerning the Issuer Security and/or the Issuer Charged Property.

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

EXECUTED as a **DEED** by)
FOSSE MASTER ISSUER PLC)
acting by two directors, being)
SFM Directors Limited)
and SFM Directors (No. 2) Limited)

Witness's Signature:

Name:

Address:

EXECUTION VERSION

SUPPLEMENTAL ISSUER DEED OF CHARGE

23 MAY 2012

BETWEEN

FOSSE MASTER ISSUER PLC
(the Issuer)

SANTANDER UK PLC
(the Issuer Account Bank, the Issuer Cash Manager and an Issuer Swap Provider)

LAW DEBENTURE TRUST COMPANY OF NEW YORK
(the Issuer Security Trustee and the Original Note Trustee)

CITIBANK, N.A., London Branch
(the Principal Paying Agent, the Registrar, the Transfer Agent, the Exchange Rate Agent and the Agent Bank)

CITIBANK, N.A., New York Branch
(the US Paying Agent)

CITIGROUP PTY LIMITED
(the Australian Paying Agent, the Australian Registrar, the Australian Issuing Agent and the Australian Calculation Agent)

BNY TRUST COMPANY OF AUSTRALIA LIMITED
(the Australian Note Trustee)

ABBEY NATIONAL TREASURY SERVICES PLC
(an Issuer Swap Provider)

CREDIT SUISSE INTERNATIONAL
(an Issuer Swap Provider)

THE ROYAL BANK OF SCOTLAND N.V., London Branch
(an Issuer Swap Provider)

UBS AG, LONDON BRANCH
(an Issuer Swap Provider)

NATIONAL AUSTRALIA BANK LIMITED
(an Issuer Swap Provider)

THE ROYAL BANK OF SCOTLAND PLC
(an Issuer Swap Provider)

ALLEN & OVERY

Allen & Overy LLP

0012018-0002545 ICM:14938783.7

and

STRUCTURED FINANCE MANAGEMENT LIMITED
(the Issuer Corporate Services Provider)

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Appendix

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THIS SUPPLEMENTAL ISSUER DEED OF CHARGE is made on 23 May 2012

BETWEEN:

- (1) **FOSSE MASTER ISSUER PLC**, a company incorporated in England and Wales with limited liability (registered number 5925693), and having its registered office at 35 Great St. Helen's, London EC3A 6AP (the **Issuer**);
- (2) **SANTANDER UK PLC**, a public limited company incorporated in England and Wales with limited liability (registered number 2294747), whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (acting in its capacity as the **Issuer Cash Manager** appointed by the Issuer under the Issuer Cash Management Agreement);
- (3) **SANTANDER UK PLC**, a public limited company incorporated in England and Wales with limited liability (registered number 2294747), whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (acting in its capacity as the **Issuer Account Bank** appointed by the Issuer under the Issuer Bank Account Agreement);
- (4) **LAW DEBENTURE TRUST COMPANY OF NEW YORK**, acting through its offices at 400 Madison Avenue – 4th Floor, New York, New York 10017 (acting in its capacity as the **Issuer Security Trustee**, which expression includes such company and all other persons or companies for the time being acting as security trustee or security trustees under the Issuer Deed of Charge);
- (5) **LAW DEBENTURE TRUST COMPANY OF NEW YORK**, acting through its offices at 400 Madison Avenue – 4th Floor, New York, New York 10017 (acting in its capacity as the **Original Note Trustee**, which expression includes such company and all other persons or companies for the time being acting as trustee or trustees for the Noteholders in such capacity under the Note Trust Deed);
- (6) **BNY TRUST COMPANY OF AUSTRALIA LIMITED**, acting through its offices at Level 2, 35 Clarence Street, Sydney NSW 2000, Australia (acting in its capacity as the **Australian Note Trustee**, which expression includes such company and all other persons or companies for the time being acting in such capacity under the Note Trust Deed);
- (7) **CITIBANK, N.A. LONDON BRANCH**, acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Principal Paying Agent**);
- (8) **CITIBANK, N.A., LONDON BRANCH**, acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacities as the **Registrar**);
- (9) **CITIBANK, N.A., LONDON BRANCH**, acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacities as the **Transfer Agent**);
- (10) **CITIBANK, N.A., LONDON BRANCH**, acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Exchange Rate Agent**);
- (11) **CITIBANK, N.A. LONDON BRANCH**, acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Agent Bank**);
- (12) **CITIBANK, N.A., NEW YORK BRANCH**, acting through its offices at 14th Floor, 388 Greenwich Street, New York, New York 10013 (acting in its capacity as the **U.S. Paying Agent**);

- (13) **CITIGROUP PTY LIMITED**, a proprietary limited company incorporated under the laws of Australia whose registered office is Level 16, 120 Collins Street, Melbourne VIC 3000, Australia (acting in its capacity as the **Australian Paying Agent**);
- (14) **CITIGROUP PTY LIMITED**, a proprietary limited company incorporated under the laws of Australia whose registered office is Level 16, 120 Collins Street, Melbourne VIC 3000, Australia (acting in its capacity as the **Australian Registrar**);
- (15) **CITIGROUP PTY LIMITED**, a proprietary limited company incorporated under the laws of Australia whose registered office is Level 16, 120 Collins Street, Melbourne VIC 3000, Australia (acting in its capacity as the **Australian Issuing Agent**);
- (16) **CITIGROUP PTY LIMITED**, a proprietary limited company incorporated under the laws of Australia whose registered office is Level 16, 120 Collins Street, Melbourne VIC 3000, Australia (acting in its capacity as the **Australian Calculation Agent**);
- (17) **SANTANDER UK PLC**, a public limited company incorporated in England and Wales with limited liability (registered number 2294747), whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (acting in its capacity as an **Issuer Swap Provider**);
- (18) **ABBEY NATIONAL TREASURY SERVICES PLC**, whose address is 2 Triton Square, Regent's Place, London NW1 3AN (acting in its capacity as an **Issuer Swap Provider**);
- (19) **CREDIT SUISSE INTERNATIONAL**, whose address is One Cabot Square, London E14 4QJ (acting in its capacity as an **Issuer Swap Provider**);
- (20) **THE ROYAL BANK OF SCOTLAND N.V.** (formerly known as ABN AMRO Bank N.V.), London Branch whose address is 250 Bishopsgate, London EC2M 4AA (acting in its capacity as an **Issuer Swap Provider**);
- (21) **UBS AG**, London Branch (formerly known as ABN AMRO Bank N.Y., London Branch) whose address is 100 Liverpool Street, London EC2M 2RH (acting in its capacity as an **Issuer Swap Provider**);
- (22) **THE ROYAL BANK OF SCOTLAND PLC**, a public limited company incorporated under Scots law with registered number SC90312 with offices at 135 Bishopsgate, London EC2M 3UR (acting in its capacity as an **Issuer Swap Provider**);
- (23) **NATIONAL AUSTRALIA BANK LIMITED** whose registered office is at Level 4 (UB4440), 800 Bourke Street, Docklands, Victoria 3008, Australia (acting in its capacity as an **Issuer Swap Provider**); and
- (24) **STRUCTURED FINANCE MANAGEMENT LIMITED** a company incorporated in England and Wales with limited liability (registered number 03853947), whose registered office is at 35 Great St. Helen's, London EC3A 6AP (acting in its capacity as the Issuer Corporate Services Provider appointed by the Issuer under the **Issuer Corporate Services Agreement**).

BACKGROUND:

- (A) This Deed is supplemental to the Issuer Deed of Charge made between, among others, the Issuer and the Issuer Security Trustee and dated 28 November 2006 and as supplemented and amended on 11 March 2010 and as further supplemented and amended on 21 April 2011 (the **Existing Issuer Deed of Charge**).

- (B) On 1 August 2007, Credit Suisse International acceded to the Issuer Deed of Charge in its capacity as an Issuer Swap Provider.
- (C) On 21 August 2008, The Royal Bank of Scotland Plc acceded to the Issuer Deed of Charge in its capacity as an Issuer Swap Provider.
- (D) On 21 August 2008, Alliance & Leicester plc acceded to the Issuer Deed of Charge in its capacity as an Issuer Swap Provider.
- (E) On 23 November 2009, Santander UK plc replaced Alliance & Leicester as the Issuer Account Bank and acceded to the Issuer Deed of Charge in such capacity.
- (F) On 12 March 2010, 3 June 2010, 9 September 2010, 25 May 2011 and 6 December 2011, Abbey National Treasury Services plc acceded to the Issuer Deed of Charge in its capacity as an Issuer Swap Provider.
- (G) On the date hereof pursuant to this Deed, (i) the Australian Paying Agent, (ii) the Australian Registrar, (iii) the Australian Issuing Agent, (iv) the Australian Calculation Agent, (v) the Australian Note Trustee and (vi) National Australia Bank Limited (**NAB**) in its capacity as the Issuer Swap Provider in respect of the A\$150,000,000 Class 2A1 Asset Backed Floating Rate Notes due October 2054 (the **Series 2012-1 Class 2A1 Notes** and the **Series 2012-1 Class 2A1 Swap Provider** respectively) and the ¥16,000,000,000 Class 2A5 Asset Backed Floating Rate Notes due October 2054 (the **Series 2012-1 Class 2A5 Notes** and the **Series 2012-1 Class 2A5 Swap Provider** respectively) will accede to the Issuer Deed of Charge.
- (H) The parties have agreed to supplement and amend the Existing Issuer Deed of Charge pursuant to this Supplemental Issuer Deed of Charge, and The Royal Bank of Scotland N.V., London Branch and The Royal Bank of Scotland Plc have agreed to retire as Issuer Secured Creditors as and from the date of this Deed.
- (I) Each of the Australian Paying Agent, the Australian Registrar, the Australian Issuing Agent, the Australian Calculation Agent, the Australian Note Trustee, and NAB in its capacities as the Series 2012-1 Class 2A1 Swap Provider and the Series 2012-1 Class 2A5 Swap Provider (together the **New Issuer Secured Creditors**) intends to be a party to the Issuer Deed of Charge as an Issuer Secured Creditor.
- (H) Pursuant to a bank business transfer scheme under Part VII of the Financial Services and Markets Act 2000 (the **Part VII Scheme**), all of Alliance & Leicester's business was transferred to Santander UK. The Part VII Scheme was approved by the Part VII Order and became effective on 28 May 2010 (the **Part VII Effective Date**). Following the approval of the Part VII Scheme which provided for the transfer of this Deed, all accrued rights and obligations of Alliance & Leicester in its capacities as the Issuer Cash Manager and an Issuer Swap Provider under the Existing Deed of Charge and all future rights and obligations of Alliance & Leicester in its capacity as the Issuer Cash Manager and an Issuer Swap Provider under the Existing Deed of Charge were transferred to, and vested in or became liabilities of, Santander UK on the Part VII Effective Date.

IT IS AGREED as follows:

1. INTERPRETATION

- 1.1 The master definitions and construction schedule signed by, amongst others, the Issuer and dated 28 November 2006 (as the same may be amended, restated, varied, supplemented and/or novated from time to time with the consent of the parties thereto, including on 1 August 2007, 20 December 2007, 23 November 2009, 11 March 2010, 21 April 2011, 6 December 2011 and 27 April 2012) (the

Master Definitions and Construction Schedule) and the issuer master definitions and construction schedule, signed by, amongst others, the parties to this Deed and dated on 28 November 2006 (as the same may be amended, restated, varied, supplemented and/or novated from time to time with the consent of the parties this Deed, including on 1 August 2007, 20 December 2007, 23 November 2009, 11 March 2010, 21 April 2011, 27 April 2012 and 23 May 2012) (the **Issuer Master Definitions and Construction Schedule**) are expressly and specifically incorporated into this Deed and, accordingly, the expressions defined in the Master Definitions and Construction Schedule and the Issuer Master Definitions and Construction Schedule shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Deed, including the recitals thereto.

- 1.2 This Deed will be construed in accordance with the rules of construction set out in the Issuer Master Definitions and Construction Schedule.
- 1.3 On and from the Part VII Effective Date, the Existing Issuer Deed of Charge shall be construed as if Santander UK had always been a party to it instead of Alliance & Leicester in its capacities as the Issuer Cash Manager and an Issuer Swap Provider. Accordingly, on and from the Part VII Effective Date, all rights, liabilities, obligations, powers, trusts, authorities, duties and discretions exercised or performed (or exercisable or performable) by Alliance & Leicester in its capacities as the Issuer Cash Manager and an Issuer Swap Provider under the Existing Issuer Deed of Charge prior to the Part VII Effective Date are deemed to have been exercised or performed (or to have been exercisable or performable) by Santander UK. However, the foregoing shall not apply to the extent inconsistent with the Part VII Scheme or to create or diminish any rights, liabilities, obligations, powers, trusts, authorities, duties or discretions or to create or diminish any other assets and liabilities (as to be defined in the Part VII Scheme) otherwise than as provided for in the Part VII Scheme.

2. REPRESENTATIONS AND WARRANTIES

Each of the New Issuer Secured Creditors (other than the Australian Note Trustee) hereby represents and warrants to the Issuer Security Trustee and each of the Issuer Secured Creditors in respect of itself and the Relevant Issuer Transaction Documents (as defined below) to which it is a party that as of the date of this Deed:

- 2.1 pursuant to the terms of the Australian Issuer Charged Documents and the Issuer Swap Agreements relating to the Series 2012-1 Class 2A1 Notes and the Series 2012-1 Class 2A5 Notes (the **2012-1 Issuer Swap Agreements** and together with the Australian Issuer Charged Documents, the **Relevant Issuer Transaction Documents**), the Issuer has agreed to pay to the New Issuer Secured Creditors the amounts due and payable by the Issuer under the Relevant Issuer Transaction Documents; and
- 2.2 the Relevant Issuer Transaction Documents expressly provide that all amounts due from the Issuer thereunder are to be secured by the Issuer Deed of Charge.

3. ACCESSION

In consideration of the New Issuer Secured Creditors being accepted as Issuer Secured Creditors for the purposes of the Issuer Deed of Charge by the parties thereto as from the date of this Deed, each of the New Issuer Secured Creditors:

- (a) confirms that as from the 2012-1 Closing Date, it intends to be a party to the Issuer Deed of Charge as an Issuer Secured Creditor;
- (b) undertakes to comply with and be bound by all of the provisions of the Master Definitions and Construction Schedule and the Issuer Master Definitions and Construction Schedule (as the same

may be amended, restated, varied, supplemented and/or novated from time to time) and the Issuer Deed of Charge in its capacity as an Issuer Secured Creditor, as if it had been an original party thereto;

- (c) undertakes to perform comply with and be bound by all of the provisions of the Issuer Deed of Charge in its capacity as an Issuer Secured Creditor, as if it had been an original party thereto as provided in **Clause 4.6** (New Issuer Secured Creditors) of the Issuer Deed of Charge; and
- (d) agrees that the Issuer Security Trustee shall be the Issuer Security Trustee of the Issuer Deed of Charge for all Issuer Secured Creditors upon and subject to the terms set out in the Issuer Deed of Charge.

4. AMENDMENT OF THE EXISTING ISSUER DEED OF CHARGE

With effect from the 2012-1 Closing Date, the Existing Issuer Deed of Charge is modified in such manner as would result in the Existing Issuer Deed of Charge as so modified being in the form set out in the Appendix 1 to this Supplemental Issuer Deed of Charge.

5. CREATION OF NEW ISSUER SECURITY

- 5.1 The Issuer assigns by way of first fixed security (or, to the extent not assignable, charges by way of a first fixed charge) all of its rights in respect of the Australian Issuer Charged Documents and the 2012-1 Issuer Swap Agreements (without prejudice to, in respect of any 2012-1 Issuer Swap Agreement, and after giving effect to, any contractual netting provision contained in such agreement).
- 5.2 For the purposes of Clause 5.1 above, Clause 3.1 of the Existing Issuer Deed of Charge shall apply in respect of the Issuer Security created thereunder as if it is set out in full herein.

6. SCOPE OF THE ISSUER DEED OF CHARGE

The Issuer, the New Issuer Secured Creditors and the Issuer Security Trustee (on behalf of the Issuer Secured Creditors) hereby agree that for relevant purposes under the Issuer Deed of Charge, the Issuer Master Definitions and Construction Schedule and the Master Definitions and Construction Schedule:

- 6.1 each of the Relevant Issuer Transaction Documents shall be treated as an Issuer Transaction Document;
- 6.2 each 2012-1 Issuer Swap Agreements shall be treated as an Issuer Swap Agreement;
- 6.3 NAB shall be treated as an Issuer Swap Provider; and
- 6.4 each of the New Issuer Secured Creditors shall be treated as an Issuer Secured Creditor.

7. SUPPLEMENTAL

Save as expressly amended by this Deed, the Existing Issuer Deed of Charge shall remain in full force and effect and the security created thereunder and all of the other rights, powers, obligations and immunities comprised therein and arising pursuant thereto shall remain in full force and effect notwithstanding this Deed. The Existing Issuer Deed of Charge and this Deed shall henceforth be read and construed as one document and references in the Existing Issuer Deed of Charge to "this Deed" shall be read as references to the Existing Issuer Deed of Charge as supplemented and amended by this Deed.

8. RETIREMENT OF ISSUER SWAP PROVIDERS

- 8.1 The Issuer hereby confirms, and each of The Royal Bank of Scotland N.V. and The Royal Bank of Scotland Plc, in their capacities as Issuer Swap Providers (**Retiring Issuer Swap Providers**) hereby acknowledges and agrees, that the Issuer has irrevocably and unconditionally discharged in full all of the Issuer Secured Obligations owed by it to the Retiring Issuer Swap Providers.
- 8.2 Each of the Retiring Issuer Swap Providers hereby confirms that it has not assigned or transferred all or any of its rights and benefits under or pursuant to the Issuer Deed of Charge.
- 8.3 The Issuer, the Retiring Issuer Swap Providers and the Issuer Security Trustee (for and on behalf of itself and each of the Issuer Secured Creditors (other than the Retiring Issuer Swap Providers)) hereby agree that as from the date of this Deed, each of the Retiring Issuer Swap Providers shall retire as an Issuer Secured Creditor for the purposes of the Issuer Deed of Charge, the Issuer Master Definitions and Construction Schedule and the Master Definitions and Construction Schedule, and the rights of each Retiring Issuer Swap Provider against the other Issuer Secured Creditors under the Issuer Deed of Charge and any other Issuer Transaction Document are cancelled.
- 8.4 The Issuer Security Trustee for and on behalf of itself and each of the Issuer Secured Creditors (other than the Retiring Issuer Swap Providers) without recourse, representation or warranty hereby releases and discharges the Issuer from all undertakings, liabilities and obligations whatsoever, whether actual or contingent and whether past, present or future, incurred or owing by the Issuer to the Retiring Issuer Swap Providers pursuant to the Issuer Deed of Charge.

9. NOTICES AND DEMANDS

Any notice or communication under or in connection with this Deed, the Issuer Deed of Charge, the Issuer Master Definitions and Construction Schedule and the Master Definitions and Construction Schedule shall be given in the manner and at the times set out in **Clause 24** (Notices) of the Issuer Deed of Charge to the addresses given in such Clause or (in the case of the New Issuer Secured Creditors) this Clause or at such other address as the recipient may have notified to the other parties hereto and/or thereto in writing.

The address referred to in this **Clause 6**:

for the Australian Paying Agent, the Australian Registrar, the Australian Issuing Agent and the Australian Calculation Agent is:

Citigroup Pty Limited
Level 16
120 Collins Street
Melbourne
VIC 3000
Australia

For the attention of: Agency and Trust

Telephone: +61 3 8643 9952

Facsimile: +61 3 8643 9551

for the Australian Note Trustee is:

BNY Trust Company of Australia Limited

Level 2
35 Clarence Street
Sydney
NSW 2000
Australia

For the attention of: Client Services

Telephone: +61 2 9551 5000

Facsimile: +61 2 9551 5009

for NAB is:

National Australia Bank Limited

Head of Structuring, FICC
Level 30
500 Bourke Street
Melbourne
Victoria 3000
Australia

For the attention of: Mark Aarons, Head of Derivative Solutions

Telephone: +61 3 8641 0614

Facsimile: +61 3 8641 4194

or such other address and/or numbers as the Australian Paying Agent the Australian Registrar, the Australian Issuing Agent, the Australian Calculation Agent, the Australian Note Trustee and/or NAB respectively may notify to the parties to the Issuer Deed of Charge in accordance with the provisions thereof.

10. COUNTERPARTS

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

This Deed (in relation to any rights or assets situated in Scotland or otherwise governed by Scots law) shall be fully effective and binding on the Issuer upon at least one copy of this Deed having been executed and delivered by the Issuer, notwithstanding that this Deed has not then been executed and delivered by any other party thereto or that such other party has executed or executes or has delivered or delivers a counterpart to this Deed.

11. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

12. LAW AND JURISDICTION

12.1 Governing Law

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

12.2 Submission to jurisdiction

The Issuer irrevocably agrees for the benefit of the Issuer Security Trustee and the other Issuer Secured Creditors that the English courts have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Deed (and any non-contractual obligations arising out of or in connection with it) and accordingly submits to the exclusive jurisdiction of the English courts. The Issuer waives any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum. The Issuer Security Trustee and the other Issuer Secured Creditors may take any suit, action or proceeding arising out of or in connection with this Deed (and any non-contractual obligations arising out of or in connection with it) (together referred to as **Proceedings**) against the Issuer in any other court of competent jurisdiction and concurrent Proceedings in any number of jurisdictions.

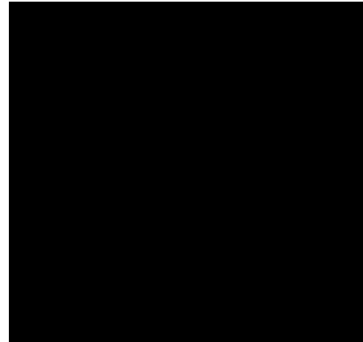
12.3 Waiver of trial by jury

Each party waives any right it may have to a jury trial of any claim or cause of action in connection with this Deed or any transaction contemplated by this Deed. This Deed may be filed as a written consent to trial by court.

THIS DEED has been executed as a deed by each of the parties and delivered on the date stated at the beginning of this Deed.

The Issuer

EXECUTED as a **DEED** by)
FOSSE MASTER ISSUER PLC)
acting by two directors)
SFM Directors Limited and)
SFM Directors (No. 2) Limited)



The Issuer Security Trustee

EXECUTED as a **DEED** by)
LAW DEBENTURE TRUST)
COMPANY OF NEW YORK)
acting by its duly authorised attorney/signatory)

By:
Duly authorised attorney/signatory
Name:

in the presence of

Witness:
Name:
Address:

12.3 Waiver of trial by jury

Each party waives any right it may have to a jury trial of any claim or cause of action in connection with this Deed or any transaction contemplated by this Deed. This Deed may be filed as a written consent to trial by court.

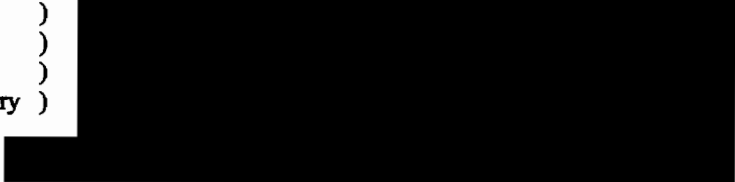
THIS DEED has been executed as a deed by each of the parties and delivered on the date stated at the beginning of this Deed.

The Issuer

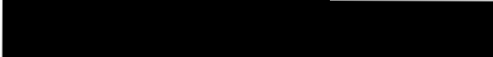
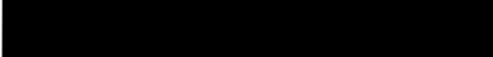

EXECUTED as a DEED by)
FOSSE MASTER ISSUER PLC)
acting by two directors)
SFM Directors Limited and)
SFM Directors (No. 2) Limited)

The Issuer Security Trustee

EXECUTED as a DEED by)
LAW DEBENTURE TRUST)
COMPANY OF NEW YORK)
acting by its duly authorised attorney/signatory)

By: 
Duly authorised attorney/signatory
Name:

in the presence of 

Witness: 
Name: 
Address: 

The Original Note Trustee

EXECUTED as a DEED by)
LAW DEBENTURE TRUST)
COMPANY OF NEW YORK)
acting by its duly authorised attorney/signatory)

By:
Duly authorised attorney/signatory
Name:

in the presence of

Witness:
Name:
Address:

The Australian Note Trustee

SIGNED, SEALED and DELIVERED as a DEED on behalf of)
BNY TRUST COMPANY OF)
AUSTRALIA LIMITED)
acting by)

in the presence of:)

Witness's signature)
Name
Address

**The Principal Paying Agent, the Agent Bank,
the Exchange Rate Agent, the Registrar
and the Transfer Agent**

EXECUTED as a DEED on behalf of)
CITIBANK, N.A., LONDON BRANCH)
acting by)

in the presence of:)

Witness's signature)
Name
Address

The Original Note Trustee

EXECUTED as a DEED by)
LAW DEBENTURE TRUST)
COMPANY OF NEW YORK)
acting by its duly authorised attorney/signatory)

By:
Duly authorised attorney/signatory
Name:

in the presence of

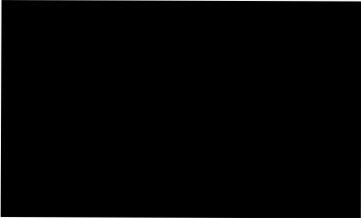
Witness:
Name:
Address:

The Australian Note Trustee

SIGNED, SEALED and DELIVERED as a DEED on behalf of)
BNY TRUST COMPANY OF)
AUSTRALIA LIMITED)
acting by)

in the presence of: [Redacted])

Witness's signature [Redacted])
Name [Redacted])
Address [Redacted])



**The Principal Paying Agent, the Agent Bank,
the Exchange Rate Agent, the Registrar
and the Transfer Agent**

EXECUTED as a DEED on behalf of)
CITIBANK, N.A., LONDON BRANCH)
acting by)

in the presence of:)

Witness's signature)
Name)
Address)

The Original Note Trustee

EXECUTED as a DEED by)
LAW DEBENTURE TRUST)
COMPANY OF NEW YORK)
acting by its duly authorised attorney/signatory)

By:
Duly authorised attorney/signatory
Name:

in the presence of

Witness:
Name:
Address:

The Australian Note Trustee

SIGNED, SEALED and DELIVERED as a DEED on behalf of)
BNY TRUST COMPANY OF)
AUSTRALIA LIMITED)
acting by)

in the presence of:)
)
)

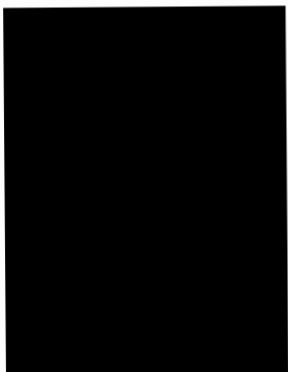
Witness's signature)
Name
Address

**The Principal Paying Agent, the Agent Bank,
the Exchange Rate Agent, the Registrar
and the Transfer Agent**

EXECUTED as a DEED on behalf of)
CITIBANK, N.A., LONDON BRANCH)
acting by)

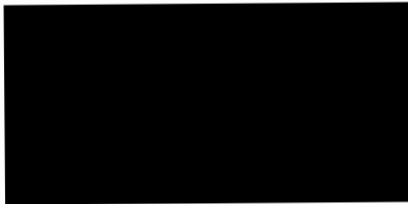
in the presence of:)
)
)

Witness's signature)
Name
Address



The U.S. Paying Agent

EXECUTED as a **DEED** on behalf of)
CITIBANK, N.A., NEW YORK BRANCH)
a company incorporated)
in the United States of America)



by:
being a person who, in accordance with)
the laws of that territory, is acting under the)
authority of the company)

The Australian Paying Agent, the Australian Registrar, the Australian Issuing Agent and the Australian Calculation Agent

SIGNED, SEALED and DELIVERED as a **DEED** on behalf of)
CITIGROUP PTY LIMITED)
acting by)

in the presence of:)
)
Witness's signature)

Name
Address

The Issuer Account Bank, the Issuer Cash Manager and an Issuer Swap Provider

EXECUTED as a **DEED** by)
SANTANDER UK PLC)
acting by its duly authorised attorney)

By:
Name:

The U.S. Paying Agent

EXECUTED as a **DEED** on behalf of)
CITIBANK, N.A., NEW YORK BRANCH)
a company incorporated)
in the United States of America)

by:
being a person who, in accordance with)
the laws of that territory, is acting under the)
authority of the company)

The Australian Paying Agent, the Australian Registrar, the Australian Issuing Agent and the Australian Calculation Agent

SIGNED, SEALED and DELIVERED as a **DEED** on behalf of)
CITIGROUP PTY LIMITED)
acting by [REDACTED])

in the presence of: [REDACTED])
[REDACTED])
Witness's signature [REDACTED])

Name [REDACTED])
Address [REDACTED])



The Issuer Account Bank, the Issuer Cash Manager and an Issuer Swap Provider

EXECUTED as a **DEED** by)
SANTANDER UK PLC)
acting by its duly authorised attorney)

By:
Name:

The U.S. Paying Agent


EXECUTED as a DEED on behalf of)
CITIBANK, N.A., NEW YORK BRANCH)
a company incorporated)
in the United States of America)

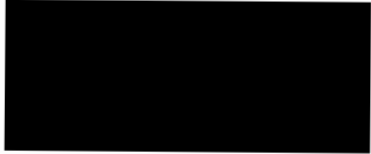
by:
being a person who, in accordance with)
the laws of that territory, is acting under the)
authority of the company)

The Australian Paying Agent, the Australian Registrar, the Australian Issuing Agent and the Australian Calculation Agent

SIGNED, SEALED and DELIVERED as a DEED on behalf of)
CITIGROUP PTY LIMITED)
acting by)
)
in the presence of:)
)
Witness's signature)
Name)
Address)

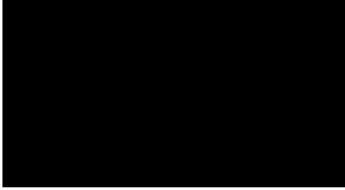
The Issuer Account Bank, the Issuer Cash Manager and an Issuer Swap Provider

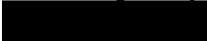
EXECUTED as a DEED by)
SANTANDER UK PLC)
acting by its duly authorised attorney)
By:)
Name: )



Issuer Swap Provider

EXECUTED as a **DEED** by)
ABBEY NATIONAL TREASURY SERVICES PLC)
acting by its duly authorised attorney)



By:
Duly authorised signatory
Name: 

Issuer Swap Provider

EXECUTED as a **DEED** by)
CREDIT SUISSE INTERNATIONAL)
acting by its duly authorised attorney)

By:
Name:

Issuer Swap Provider

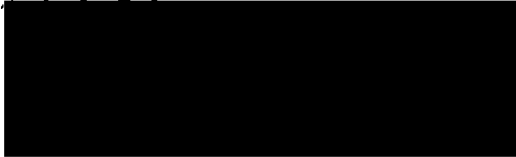
EXECUTED as a **DEED** by)
ABBAY NATIONAL TREASURY SERVICES PLC)
acting by its duly authorised attorney)

By:
Duly authorised signatory
Name:

Issuer Swap Provider

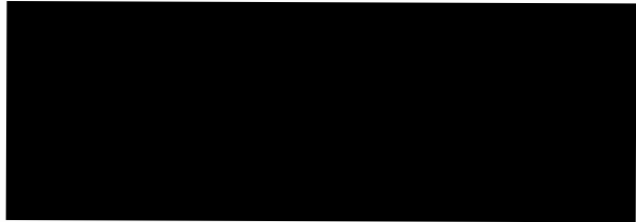
EXECUTED as a **DEED** by)
CREDIT SUISSE INTERNATIONAL)
acting by its duly authorised attorney)

By:
Name:



Issuer Swap Provider

EXECUTED as a DEED by)
THE ROYAL BANK OF SCOTLAND N.V.)
acting by its duly authorised attorney)
By:
Name:



Issuer Swap Provider

EXECUTED as a DEED by)
UBS AG, LONDON BRANCH)
acting by two duly authorised signatories

By:
Name:

By:
Name:

Issuer Swap Provider

EXECUTED as a DEED by)
THE ROYAL BANK OF SCOTLAND PLC)
acting by its duly authorised attorney)
By:
Name:

Issuer Swap Provider

EXECUTED as a **DEED** by)
THE ROYAL BANK OF SCOTLAND N.V.)
acting by its duly authorised attorney)
By:
Name:

Issuer Swap Provider

EXECUTED as a **DEED** by)
UBS AG, LONDON BRANCH)
acting by two duly authorised signatories

By:
Name:



By:
Name:



Issuer Swap Provider

EXECUTED as a **DEED** by)
THE ROYAL BANK OF SCOTLAND PLC)
acting by its duly authorised attorney)
By:
Name:

Issuer Swap Provider

EXECUTED as a DEED by)
THE ROYAL BANK OF SCOTLAND N.V.)
acting by its duly authorised attorney)
By:
Name:

Issuer Swap Provider

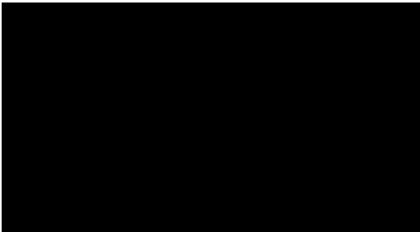
EXECUTED as a DEED by)
UBS AG, LONDON BRANCH)
acting by two duly authorised signatories)

By:
Name:

By:
Name:

Issuer Swap Provider

EXECUTED as a DEED by)
THE ROYAL BANK OF SCOTLAND PLC)
acting by its duly authorised attorney)
By:
Name:



Issuer Swap Provider

EXECUTED as a **DEED** by)
as attorney for)
NATIONAL AUSTRALIA BANK LIMITED)
(ABN 12 004 044 937))
under power of attorney dated)



(By executing this Deed the attorney states that
the attorney has received no notice of revocation
of the power of attorney)



in the presence of:)



Witness's signature)

Name
Address



The Issuer Corporate Services Provider

EXECUTED as a **DEED** by)
STRUCTURED FINANCE)
MANAGEMENT LIMITED)
acting by two)
directors ~~(a director and the secretary)~~)



Director

Director/Secretary



APPENDIX 1

ISSUER DEED OF CHARGE

ISSUER DEED OF CHARGE

**DATED 28 NOVEMBER 2006 AND AS SUPPLEMENTED AND AMENDED ON 11 MARCH 2010,
21 APRIL 2011 AND 23 MAY 2012**

BETWEEN

**FOSSE MASTER ISSUER PLC
(the Issuer)**

**ALLIANCE & LEICESTER PLC
(the Issuer Cash Manager and the Issuer Account Bank)**

**LAW DEBENTURE TRUST COMPANY OF NEW YORK
(the Issuer Security Trustee and the Original Note Trustee)**

**CITIBANK, N.A. (London Branch)
(the Principal Paying Agent, the Registrar, the Transfer Agent, the Exchange Rate Agent and the
Agent Bank)**

**CITIBANK, N.A. (New York Branch)
(the US Paying Agent)**

**ABN AMRO BANK N.V., London Branch
(an Issuer Swap Provider)**

**UBS AG, London Branch
(an Issuer Swap Provider)**

and

**STRUCTURED FINANCE MANAGEMENT LIMITED
(the Issuer Corporate Services Provider)**

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THIS ISSUER DEED OF CHARGE is dated 28 November 2006

- (1) **FOSSE MASTER ISSUER PLC**, a company incorporated in England and Wales with limited liability (registered number 5925693), and having its registered office at 35 Great St. Helen's, London EC3A 6AP (the **Issuer**);
- (2) **ALLIANCE & LEICESTER PLC**, a public limited company incorporated in England and Wales with limited liability (registered number 03263713), whose registered office is at Carlton Park, Narborough, Leicester LE19 0AL (acting in its capacity as the **Issuer Cash Manager** appointed by the Issuer under the Issuer Cash Management Agreement);
- (3) **ALLIANCE & LEICESTER PLC**, a public limited company incorporated in England and Wales with limited liability (registered number 03263713), whose registered office is at Carlton Park, Narborough, Leicester LE19 0AL (acting in its capacity as the **Issuer Account Bank** appointed by the Issuer under the Issuer Bank Account Agreement);
- (4) **LAW DEBENTURE TRUST COMPANY OF NEW YORK**, acting through its offices at 767 Third Avenue – 31st Floor, New York, New York 10017 (acting in its capacity as the **Issuer Security Trustee**, which expression includes such company and all other persons or companies for the time being acting as security trustee or security trustees under this Deed);
- (5) **LAW DEBENTURE TRUST COMPANY OF NEW YORK**, acting through its offices at 767 Third Avenue – 31st Floor, New York, New York 10017 (acting in its capacity as the **Original Note Trustee**, which expression includes such company and all other persons or companies for the time being acting as trustee or trustees for the Noteholders in such capacity under the Note Trust Deed);
- (6) **CITIBANK, N.A.** whose London branch address is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Principal Paying Agent**);
- (7) **CITIBANK, N.A.** whose London branch address is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacities as the **Registrar**);
- (8) **CITIBANK, N.A.** whose London branch address is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacities as the **Transfer Agent**);
- (9) **CITIBANK, N.A.** whose London branch address is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Agent Bank**);
- (10) **CITIBANK, N.A.** whose London branch address is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Exchange Rate Agent**);
- (11) **CITIBANK, N.A.** whose address is 14th Floor, 388 Greenwich Street, New York, New York 10013 (acting in its capacity as the **U.S. Paying Agent**);
- (12) **ABN AMRO BANK N.V., London Branch** whose address is 250 Bishopsgate, London EC2M 4AA (acting in its capacity as an **Issuer Swap Provider**);
- (13) **UBS AG**, whose address is 100 Liverpool Street, London EC2M 2RH (acting in its capacity as an **Issuer Swap Provider**); and
- (14) **STRUCTURED FINANCE MANAGEMENT LIMITED** a company incorporated in England and Wales with limited liability (registered number 03853947), whose registered office is at 35 Great St.

Helen's, London EC3A 6AP (acting in its capacity as the **Issuer Corporate Services Provider** appointed by the Issuer under the Issuer Corporate Services Agreement).

BACKGROUND:

- (A) On or about the date of this Deed, the Issuer will issue the Series 2006-1 Notes and the Issuer and the other parties will enter into the Issuer Transaction Documents in order to consummate the transactions described in the Prospectus.
- (B) The Issuer has agreed to provide the Issuer Security to secure the Issuer Secured Obligations.
- (C) The Issuer Security Trustee has agreed to hold the benefit of the Issuer Security on trust for the benefit of the Issuer Secured Creditors subject to the terms and conditions of this Deed.
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Construction

- (a) The master definitions and construction schedule signed by, amongst others, the Issuer and dated 28 November 2006 (as the same may be amended, restated, varied and or novated from time to time with the consent of the parties to this Deed, including without limitation on 1 August 2007, 20 December 2007, 23 November 2009, 11 March 2010, 21 April 2011, 6 December 2011 and 27 April 2012) (the **Master Definitions and Construction Schedule**) and the issuer master definitions and construction schedule, signed by, amongst others, the parties to this Deed (as the same may be amended, restated, varied, supplemented and/or novated from time to time with the consent of the parties to this Deed, including without limitation on 28 November 2006, 1 August 2007, 20 December 2007, 23 November 2009, 11 March 2010, 21 April 2011, 27 April 2012 and 23 May 2012) (the **Issuer Master Definitions and Construction Schedule**) are expressly and specifically incorporated into this Deed and, accordingly, the expressions defined in the Master Definitions and Construction Schedule and the Issuer Master Definitions and Construction Schedule shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Deed, including the recitals thereto.
- (b) This Deed will be construed in accordance with the rules of construction set out in the Issuer Master Definitions and Construction Schedule.
- (c) If there is any conflict between the provisions of the Master Definitions and Construction Schedule, the Issuer Master Definitions and Construction Schedule and the provisions of this Deed, the provisions of this Deed will prevail.
- (d) The term **this Deed** means this Deed and any deed executed in accordance with, or expressed to be supplemental to, this Deed.
- (e) Any covenant of the Issuer under this Deed (other than a payment obligation) shall remain in force during the Issuer Security Period.
- (f) The terms of the other Issuer Transaction Documents are incorporated in this Deed to the extent required to give effect thereto and/or to ensure that any purported disposition

contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1994 (the **LP(MP) Act**).

- (g) Unless the context otherwise requires, a reference to an Issuer Charged Property includes the proceeds of sale of that Issuer Charged Property.
- (h) The term **full title guarantee** will be construed in accordance with the LP (MP) Act but so that the covenants implied by the LP (MP) Act in respect of the Issuer Security do not include:
 - (i) the words "other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about" in section 3(1)(b) of the LP (MP) Act; and
 - (ii) section 6(2) of the LP (MP) Act.

2. SECURITY TRUST

2.1 Declaration of Trust

The Issuer Security Trustee holds all of the covenants, undertakings, Security Interests and other rights and benefits made or given under this Deed and the other Issuer Transaction Documents on trust for itself and the other Issuer Secured Creditors upon and subject to the terms and conditions of this Deed.

3. CREATION OF ISSUER SECURITY

3.1 General

- (a) All the Issuer Security:
 - (i) is created in favour of the Issuer Security Trustee for itself and as trustee on behalf of the other Issuer Secured Creditors;
 - (ii) is created over the present and future assets of the Issuer;
 - (iii) is security for the payment or discharge of the Issuer Secured Obligations; and
 - (iv) is made with full title guarantee, or in relation to any rights or assets situated in (A) Northern Ireland or governed by Northern Irish law, as beneficial owners and (B) Scotland or otherwise governed by Scots law, with absolute warrandice.
- (b) The term **all of its rights** as used in this Clause includes, unless the context requires otherwise:
 - (i) the benefit of all covenants, undertakings, representations, warranties and indemnities;
 - (ii) all powers and remedies of enforcement and/or protection;
 - (iii) all rights to receive payment of all amounts assured or payable (or to become payable), all rights to serve notices and/or to make demands and all rights to take such steps as are required to cause payment to become due and payable; and

- (iv) all causes and rights of action in respect of any breach and all rights to receive damages or obtain other relief in respect thereof,

in each case, in respect of the relevant Issuer Charged Property.

3.2 Contracts

The Issuer assigns by way of first fixed security (or, to the extent not assignable, charges by way of a first fixed charge) all of its rights in respect of the Issuer Charged Documents (without prejudice to, in respect of any Issuer Swap Agreement, and after giving effect to, any contractual netting provision contained in such agreement).

3.3 Issuer Accounts

The Issuer charges by way of a first fixed charge all of its rights in respect of:

- (a) any amount standing from time to time to the credit of the Issuer Accounts;
- (b) all interest paid or payable in relation to those amounts; and
- (c) all debts represented by those amounts.

3.4 Authorised Investments

The Issuer charges by way of a first fixed charge all of its rights in respect of:

- (a) the Authorised Investments made or purchased from time to time by or on behalf of the Issuer (whether owned by it or held by any nominee on its behalf) using moneys standing to the credit of the Issuer Accounts; and
- (b) all interest, moneys and proceeds paid or payable in relation to those Authorised Investments.

3.5 Miscellaneous

The Issuer charges by way of a first fixed charge all of its rights in respect of:

- (a) the benefit of all authorisations (statutory or otherwise) held in connection with its use of any Issuer Charged Property; and
- (b) any compensation which may be payable to it in respect of those authorisations.

3.6 Floating charge

- (a) The Issuer charges by way of a first floating charge all of its undertaking and all of its property and assets (including, without limitation, its uncalled capital) other than any property or assets at any time otherwise effectively charged or assigned by way of fixed charge or assignment under this **Clause 3** (but excepting from the foregoing exclusion all of the Issuer's undertaking, property and assets situated in Scotland or the rights to which are governed by Scots law, all of which are charged by the floating charge hereby created).
- (b) Except as provided below, the Issuer Security Trustee may, by notice to the Issuer, (and so far as permitted by applicable law), convert the floating charge created under this **Clause 3**

into a fixed charge as regards any of the Issuer's assets subject to the floating charge specified in that notice, if:

- (i) a Note Event of Default occurs;
 - (ii) the Issuer Security Trustee considers those assets or any part thereof to be in danger of being seized or sold under any form of distress, attachment, execution, diligence or other legal process or to be otherwise in jeopardy; and/or
 - (iii) a circumstance occurs which the Issuer Security Trustee considers to (or to be likely to) prejudice, imperil or threaten the Issuer Security.
- (c) Except as provided below, the floating charge created by this **Clause 3** will automatically (so far as permitted by applicable law) convert into a fixed charge as regards:
- (i) all of the Issuer's assets subject to the floating charge, upon the service of a Note Acceleration Notice; and/or
 - (ii) any assets of the Issuer subject to the floating charge, if those assets (contrary to the covenants and undertakings contained in the Issuer Transaction Documents):
 - (A) are or become subject to a Security Interest in favour of any person other than the Issuer Security Trustee; or
 - (B) are or become the subject of a sale, transfer or other disposition,
- immediately prior to that Security Interest arising or that sale, transfer or other disposition being made.
- (d) The floating charge created by this **Clause 3** may not be converted into a fixed charge solely by reason of:
- (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,

under Section 1 of the Insolvency Act 1986 or the Insolvency (Northern Ireland) Order 2002 (if appropriate).

- (e) The floating charge created by this **Clause 3** is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986 and for the purpose of paragraph 15 of Schedule B1 to the Insolvency (Northern Ireland) Order 1989 (as amended) (if appropriate).

4. ACKNOWLEDGEMENTS AND UNDERTAKINGS

4.1 Issuer Security

- (a) This Deed constitutes notice in writing to each Issuer Secured Creditor of the assignment or assignation of all of the Issuer's rights to the Issuer Charged Documents under **Clause 3.2** (Contracts).
- (b) By executing this Deed, each Issuer Secured Creditor acknowledges and consents to the assignment or assignation referred to in this **Clause 4.1** and the other Security Interests

made or granted under this Deed and confirms that as of the date of this Deed it has not received from any other person notice of any assignment, assignation or charge of any Issuer Charged Property.

- (c) Immediately upon the execution of this Deed, the Issuer will deliver a notice of charge substantially in the form set out in **Schedule 2** (Form of Notice of Charge) to Funding 1 and will use all reasonable endeavours to procure delivery to the Issuer Security Trustee on the date of this Deed of receipt from Funding 1 substantially in the form set out in **Schedule 3** (Form of Consent to Charge).
- (d) Each Issuer Secured Creditor acknowledges the Issuer Security, and covenants to the Issuer Security Trustee not to do anything inconsistent with the Issuer Security or knowingly to prejudice that security or any of the Issuer Charged Property (or the Issuer Security Trustee's interest in those assets) provided that, subject to **Clause 5** (Restrictions on Exercise of Certain Rights), this Deed does not limit the rights of any of the Issuer Secured Creditors under the Issuer Transaction Documents.

4.2 Registration of Issuer Security

Within 21 calendar days of the date of creating the Issuer Security the Issuer undertakes to file (or to procure that a filing is made) with the Registrar of Companies pursuant to the provisions of Chapter 1 of Part XII of the Companies Act 1985 a duly completed Form 395 in respect of itself together with the required registration fee and an executed copy of this Deed.

4.3 Transaction Documents

Each Issuer Secured Creditor acknowledges that it is bound by, and deemed to have notice of, all of the provisions of the Issuer Transaction Documents as if it was a party to each Issuer Transaction Document however no Issuer Secured Creditor has any obligation or duty under any Issuer Transaction Document unless it is a party to the relevant Issuer Transaction Document or it is specified to have obligations or duties under the relevant Issuer Transaction Document.

4.4 Payments to the Issuer

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

4.5 Exercise of rights under Issuer Charged Documents

- (a) Subject to **Clause 8** and **Clause 12**, without prejudice to the rights of the Issuer Security Trustee after the security created under this Deed has become enforceable, the Issuer hereby authorises the Issuer Security Trustee, prior to the security created by this Deed becoming enforceable, to exercise or direct the exercise, or refrain from exercising or directing the exercise of, all rights, powers, authorities, discretions and remedies of the Issuer under or in respect of the Issuer Charged Documents referred to in **Clause 3.2** (Contracts). For the avoidance of doubt, the Issuer Security Trustee shall not be required to have regard to the interests of the Issuer in the exercise or non-exercise or the direction or non-direction of the exercise of any such rights, powers, authorities, discretions and remedies or to comply with any direction given by the Issuer in relation thereto.
- (b) The Issuer shall not, without the prior written consent of the Issuer Security Trustee:

- (i) permit any of the Issuer Charged Documents to which it is a party to become invalid or ineffective or the priority of the security interests created or evidenced thereby or pursuant thereto to be varied;
- (ii) consent to any variation of, or exercise any powers of consent or waiver pursuant to, the terms of any of the Issuer Charged Documents; or
- (iii) permit any party to any of the Issuer Charged Documents or any other person whose obligations form part of the Issuer Charged Property to be released from its obligations.

4.6 New Issuer Secured Creditors

- (a) In order to become a New Issuer Secured Creditor a creditor of the Issuer must enter into an Accession Deed in the form or substantially in the form set out in **Schedule 1** (Form of Accession Deed).
- (b) Each New Issuer Secured Creditor will be bound by the provisions of this Deed as if it contained covenants by each New Issuer Secured Creditor in favour of the Issuer Security Trustee and every other Issuer Secured Creditor to observe and be bound by all provisions of this Deed which apply to Issuer Secured Creditors.

4.7 Issuer Swap Collateral Account

- (a) The Issuer, the Issuer Cash Manager and the Issuer Security Trustee agree that, in the event that an Issuer Swap Collateral Account is opened in accordance with clause 3.3 of the Issuer Bank Account Agreement, the Issuer or the Issuer Cash Manager on its behalf and the Issuer Security Trustee shall ensure that the bank with whom such Issuer Swap Collateral Account is opened shall pay, on the first Business Day of each month in respect of the previous month:
 - (i) interest on any cleared balances credited to such Issuer Swap Collateral Account in Sterling, at the SONIA rate;
 - (ii) interest on any cleared balances credited to such Issuer Swap Collateral Account in US Dollars, at the Federal Funds Rate;
 - (iii) interest on any cleared balances credited to such Issuer Swap Collateral Account in Euro, at the EONIA rate;
 - (iv) interest on any cleared balances credited to such Issuer Swap Collateral Account in Yen, at the Bank of Japan Rate; and
 - (v) interest on any cleared balances credited to such Issuer Swap Collateral Account in Australian Dollars, at the RBA Target Cash Rate.
- (b) The Issuer, the Issuer Cash Manager and the Issuer Security Trustee further agree that no material amendments may be made to any duly executed mandate relating to the Issuer Swap Collateral Accounts without the express written consent of each of the Issuer Swap Providers with an interest in such Issuer Swap Collateral Account.

5. RESTRICTIONS ON EXERCISE OF CERTAIN RIGHTS

5.1 Payments to Issuer Accounts

At all times prior to the release, re-assignment, retrocession and/or discharge under **Clause 18** (Release) of the Issuer Security, the Issuer will, save as otherwise provided in the Issuer Transaction Documents or unless the Issuer Security Trustee otherwise agrees in writing, procure that all amounts received by the Issuer under or in respect of the Issuer Transaction Documents will be credited to the Issuer Accounts in accordance with the terms of the Issuer Transaction Documents.

5.2 No withdrawals from Issuer Accounts

No payment, transfer and/or withdrawal may be made from any of the Issuer Accounts other than as expressly permitted under this Deed or the Issuer Cash Management Agreement or with the prior written consent of the Issuer Security Trustee.

5.3 No enforcement by Issuer Secured Creditors

- (a) Except as provided below, each of the Issuer Secured Creditors (other than, in the case of **paragraph (iii)** below, the Original Note Trustee, the Australian Note Trustee and the Issuer Security Trustee) agrees with the Issuer and the Issuer Security Trustee that:
- (i) only the Issuer Security Trustee may enforce the Issuer Security in accordance with the terms and conditions of this Deed;
 - (ii) it will not take any steps or proceedings to procure the winding up, administration or liquidation of the Issuer; and
 - (iii) it will not take any other steps or action against the Issuer or the Issuer Charged Property for the purpose of recovering any of the Issuer Secured Obligations (including by exercising any rights of set-off) or enforcing any rights arising out of the Issuer Transaction Documents against the Issuer.
- (b) If the Note Trustee has failed to serve a Note Acceleration Notice or to give directions to the Issuer Security Trustee to enforce the Issuer Security or the Issuer Security Trustee has failed to enforce the Issuer Security, in each case, within 30 days of becoming bound under the terms of the Conditions, the Note Trust Deed, the Australian Conditions, the Australian Deed Poll or this Deed, as the case may be, so to do and that failure is continuing or if there are no Notes outstanding, then each of the Issuer Secured Creditors (other than the Noteholders, to whom the provisions of **Condition 10** or **Australian Condition 10** (as applicable) shall apply) will be entitled to take any steps and proceedings against the Issuer for the purpose of recovering any of the Issuer Secured Obligations or enforcing any rights arising out of the Issuer Transaction Documents as it considers necessary or take any other proceedings (including lodging an appeal in any proceedings) in respect of or concerning the Issuer or the Issuer Charged Property other than any steps or proceedings:
- (i) in respect of procuring the winding up, administration or liquidation of the Issuer; and/or
 - (ii) which would result in the breach by it of **Clause 6** (Payments out of the Issuer Accounts Prior to Acceleration) and/or **Clause 7** (Payments out of the Issuer Accounts Upon Acceleration) and/or any term of the other Issuer Transaction Documents.

5.4 Limited recourse

- (a) Each of the Issuer Secured Creditors (except for the Noteholders in respect of Notes issued prior to 21 April 2011 (other than Class Z Notes)) hereby agrees that, notwithstanding any other provision of any Issuer Transaction Document, all obligations of the Issuer to each Issuer Secured Creditor (except for the Noteholders in respect of Notes issued prior to 21 April 2011 (other than Class Z Notes)) in respect of the Issuer Secured Obligations owing to each Issuer Secured Creditor (except for the Noteholders in respect of Notes issued prior to 21 April 2011 (other than Class Z Notes)) are limited in recourse as set out below:
- (i) in the event of non-payment of any sum due and payable to an Issuer Secured Creditor (except for the Noteholders in respect of Notes issued prior to 21 April 2011 (other than Class Z Notes)), its only remedy shall be enforcement of the Issuer Security in accordance with the provisions of this Deed and the other Issuer Transaction Documents; and
 - (ii) in the event that the net proceeds of enforcing and (as fully as practicable and over whatever time period the Issuer Security Trustee considers reasonably necessary) realising all the Issuer Security are (after application of the proceeds in accordance with the provisions of this Deed) insufficient to discharge in full the amount of any Issuer Secured Obligation owed to an Issuer Secured Creditor (except for the Noteholders in respect of Notes issued prior to 21 April 2011 (other than Class Z Notes)), the Issuer's obligation in respect of the unpaid amount shall be automatically extinguished and such Issuer Secured Creditor shall have no further claim against the Issuer in respect of such unpaid amount.
- (b) The provisions of this **Clause 5.4** shall survive the termination of this Deed.

5.5 Amounts received by Issuer Secured Creditors

Each Issuer Secured Creditor agrees that if any amount is received by it (including by way of set-off) in respect of any Issuer Secured Obligation owed to it other than in accordance with the provisions of this Deed, then an amount equal to the difference between the amount so received by it and the amount that it would have received had it been paid in accordance with the provisions of this Deed shall be received and held by it as trustee for the Issuer Security Trustee and shall be paid over to the Issuer Security Trustee immediately upon receipt so that such amount can be applied in accordance with the provisions of this Deed.

6. PAYMENTS OUT OF THE ISSUER ACCOUNTS PRIOR TO ACCELERATION

6.1 Application

No payment, transfer and/or withdrawal may be made from any of the Issuer Accounts:

- (a) at any time upon and after enforcement of the Issuer Security without the prior written consent of the Issuer Security Trustee; and/or
- (b) under this Clause at any time upon and after a Note Acceleration Notice has been served.

6.2 Priority of payments for Issuer Revenue Receipts – prior to service of a Note Acceleration Notice and service of an Intercompany Loan Acceleration Notice

Notwithstanding the Issuer Security but subject to **Clause 6.1** (Application) and this **Clause 6.2**, the Issuer or the Issuer Cash Manager, on behalf of the Issuer, will withdraw funds standing to the credit

of the Issuer Transaction Account representing Issuer Revenue Receipts on each Interest Payment Date (or on another date in respect of certain payments identified therein made to satisfy certain liabilities of the type described therein if those payments are due on that other date) to be applied in accordance with the terms and conditions of the Issuer Cash Management Agreement in the order of priority (in each case, only to the extent that payments of a higher order of priority have been made in full) as set out in **paragraph 3 of schedule 2** of the Issuer Cash Management Agreement provided that any amounts raised by the Issuer by way of an issuance of Notes and standing to the credit of the Issuer Transaction Account will not be applied by the Issuer in accordance with such priority and such amounts will be advanced on such day by the Issuer to Funding 1 pursuant to the Intercompany Loan Agreement as a Loan Tranche corresponding to such Notes.

6.3 Priority of payments of Issuer Principal Receipts – prior to service of a Note Acceleration Notice or service of an Intercompany Loan Acceleration Notice

Notwithstanding the Issuer Security but subject to **Clause 6.1** (Application) and this **Clause 6.3**, the Issuer or the Issuer Cash Manager, on behalf of the Issuer, will withdraw funds standing to the credit of the Issuer Transaction Account representing Issuer Principal Receipts on each Interest Payment Date to be applied in accordance with the terms and conditions of the Issuer Cash Management Agreement in the order of priority (in each case, only to the extent that payments of a higher order of priority have been made in full) as set out in **paragraph 4 of schedule 2** to the Issuer Cash Management Agreement provided that any amounts raised by the Issuer by way of an issuance of Notes, and standing to the credit of the Issuer Transaction Account will not be applied by the Issuer in accordance with such priority and such amounts will be advanced on such day by the Issuer to Funding 1 pursuant to the Intercompany Loan Agreement as a Loan Tranche corresponding to such Notes.

6.4 Authorised Investments

- (a) Notwithstanding the Issuer Security but subject to **Clause 6.1** (Application), the Issuer or the Issuer Cash Manager, on behalf of the Issuer, may withdraw amounts standing to the credit of the Issuer Accounts from time to time for the purpose of acquiring Authorised Investments in accordance with the terms of the Issuer Bank Account Agreement and the Issuer Cash Management Agreement. All amounts received in respect of any Authorised Investments (including any amounts received as a result of a disposal under **paragraph (b)** below) will be deposited into the relevant Issuer Transaction Account.
- (b) Notwithstanding the Issuer Security, the Issuer or the Issuer Cash Manager, on behalf of the Issuer, may sell or redeem or otherwise dispose of any Authorised Investments on any day prior to the enforcement of the Issuer Security subject to the terms and conditions of this Deed and the Issuer Cash Management Agreement.

6.5 Enforcement When Not All Amounts Due and Payable

If the Issuer Security Trustee enforces the Issuer Security at a time when either no amounts or not all amounts owing in respect of the Issuer Secured Obligations have become due and payable, the Issuer Security Trustee (or a Receiver) may, for so long as no such amounts or not all such amounts have become due and payable, pay any monies referred to in this **Clause 6** into, and retain such monies in, an interest-bearing account (a **retention account**) to be held by it as security and applied by it in accordance with this **Clause 6** as and when any of the amounts referred to therein become due and payable.

7. PAYMENTS OUT OF THE ISSUER ACCOUNTS UPON ACCELERATION

7.1 Payment of Issuer Revenue Receipts after service of a Note Acceleration Notice but prior to the service of an Intercompany Loan Acceleration Notice

- (a) From and including the time when a Note Acceleration Notice has been served on the Issuer but prior to the service of an Intercompany Loan Acceleration Notice, the Issuer Cash Manager or, if the Issuer Security has also been enforced, the Issuer Security Trustee (or any Receiver) will apply all Issuer Revenue Receipts and all other amounts received or recovered by the Issuer Security Trustee or any Receiver for the benefit of the Issuer Secured Creditors in respect of the Issuer Secured Obligations in accordance with **Clause 6.2** (Priority of payments for Issuer Revenue Receipts – prior to service of a Note Acceleration Notice and service of an Intercompany Loan Acceleration Notice), except that such amount will be applied on the date of receipt or recovery, and as if:
- (i) any reference in the Issuer Cash Management Agreement to the Issuer Pre-Acceleration Revenue Priority of Payments to an amount payable by the Issuer which is not an Issuer Secured Obligation were deleted; and
 - (ii) **Clause 6.2** (Priority of payments for Issuer Revenue Receipts – prior to service of a Note Acceleration Notice and service of an Intercompany Loan Acceleration Notice) and the Issuer Pre-Acceleration Revenue Priority of Payments were expressed to be subject to the provisions of **Clause 6.5** (Enforcement When Not All Amounts Due and Payable).
- (b) Following the service of a Note Acceleration Notice, at the written request of the Issuer Security Trustee, the Issuer Cash Manager shall cease to act as an agent for the Issuer and shall instead act as an agent of the Issuer Security Trustee with respect to the provision of the services pursuant to the Issuer Cash Management Agreement.

7.2 Priority of payments of Issuer Principal Receipts – after Note Acceleration but before Intercompany Loan Acceleration

Following the service of a Note Acceleration Notice but prior to the service of an Intercompany Loan Acceleration Notice on Funding 1, the Issuer Cash Manager, or if the Issuer Security has been enforced, the Issuer Security Trustee (or Receiver appointed on its behalf) will apply Issuer Principal Receipts on each Interest Payment Date or such other date to repay the Notes in the following manner (the **Issuer Post-Acceleration Principal Priority of Payments**):

- (a) the Class A Notes: from principal amounts received by the Issuer or the Issuer Security Trustee (as the case may be) from Funding 1 in respect of each AAA Loan Tranche (and in respect of (ii) below, the principal amounts received (if any) from the Issuer Swap Providers under the relevant Issuer Swap Agreements in respect of the related Series and Class of Notes) or otherwise recovered:
 - (i) to pay amounts due and payable (in respect of principal) to the relevant Issuer Swap Providers in respect of the related Series and Class of Class A Notes in accordance with the terms of the relevant Issuer Swap Agreements; and
 - (ii) to pay amounts due and payable in respect of principal (if any) on the related Series and Class of Class A Notes;
- (b) the Class B Notes: from principal amounts received by the Issuer or the Issuer Security Trustee (as the case may be) from Funding 1 in respect of each AA Loan Tranche (and in respect of (ii) below, the principal amounts received (if any) from the Issuer Swap Providers

under the relevant Issuer Swap Agreements in respect of the related Series and Class of Notes) or otherwise recovered:

- (i) to pay amounts due and payable (in respect of principal) to the relevant Issuer Swap Providers in respect of the related Series and Class of Class B notes in accordance with the terms of the relevant Issuer Swap Agreements; and
 - (ii) to pay amounts due and payable in respect of principal (if any) on the related Series and Class of Class B Notes;
- (c) the Class M Notes: from principal amounts received by the Issuer or the Issuer Security Trustee (as the case may be) from Funding 1 in respect of each A Loan Tranche (and in respect of (ii) below, the principal amounts received (if any) from the Issuer Swap Providers under the relevant Issuer Swap Agreements in respect of the related Series and Class of Notes) or otherwise recovered:
 - (i) to pay amounts due and payable (in respect of principal) to the relevant Issuer Swap Providers in respect of the related Series and Class of Class M Notes in accordance with the terms of the relevant Issuer Swap Agreements; and
 - (ii) to pay amounts due and payable in respect of principal (if any) on the related Series and Class of Class M Notes;
- (d) the Class C Notes: from principal amounts received by the Issuer or the Issuer Security Trustee (as the case may be) from Funding 1 in respect of each BBB Loan Tranche (and in respect of (ii) below, the principal amounts received (if any) from the Issuer Swap Providers under the relevant Issuer Swap Agreements in respect of the related Series and Class of Notes) or otherwise recovered:
 - (i) to pay amounts due and payable (in respect of principal) to the relevant Issuer Swap Providers in respect of the related Series and Class of Class C Notes in accordance with the terms of the relevant Issuer Swap Agreements; and
 - (ii) to pay amounts due and payable in respect of principal (if any) on the related Series and Class of Class C Notes;
- (e) the Class D Notes: from principal amounts received by the Issuer or the Issuer Security Trustee (as the case may be) from Funding 1 in respect of each BB Loan Tranche (and in respect of (ii) below, the principal amounts received (if any) from the Issuer Swap Providers under the relevant Issuer Swap Agreements in respect of the related Series and Class of Notes) or otherwise recovered:
 - (i) to pay amounts due and payable (in respect of principal) to the relevant Issuer Swap Providers in respect of the related Series and Class of Class D Notes in accordance with the terms of the relevant Issuer Swap Agreements; and
 - (ii) to pay amounts due and payable in respect of principal (if any) on the related Series and Class of Class D Notes; and
- (f) the Class Z Notes: from principal amounts received by the Issuer or the Issuer Security Trustee (as the case may be) from Funding 1 in respect of each NR Loan Tranche or otherwise recovered, to pay amounts due and payable in respect of principal (if any) on the related Series and Class of Class Z Notes.

The amounts standing to the credit of any sub-ledger of the Issuer Principal Ledger (in respect of a Series and Class of Notes) may only be applied by the Issuer Cash Manager or following enforcement of the Issuer Security, the Issuer Security Trustee to pay the principal amounts due (if any) in respect of such Series and Class of Notes under the Issuer Post-Acceleration Principal Priority of Payments.

7.3 Priority of payments of Issuer Principal Receipts and Issuer Revenue Receipts – after Intercompany Loan Acceleration

- (a) Following the service of an Intercompany Loan Acceleration Notice on Funding 1 all amounts received by the Issuer Cash Manager or, following the enforcement of the Issuer Security all amounts received or recovered by the Issuer Security Trustee (or a Receiver appointed on its behalf) shall be applied in accordance with the order of priorities set out in **paragraph (b)** below (known as the **Issuer Post-Enforcement Priority of Payments Following an Intercompany Loan Acceleration**).
- (b) On any day following the service of an Intercompany Loan Acceleration Notice on Funding 1 amounts are received by the Issuer Cash Manager or, following the enforcement of the Issuer Security, amounts are received or recovered by the Issuer Security Trustee, the Issuer Cash Manager or the Issuer Security Trustee, as applicable, will apply amounts (other than amounts representing (i) any Excess Swap Collateral which shall be returned directly to the relevant Issuer Swap Provider and (ii) in respect of each Issuer Swap Provider, prior to the designation of an Early Termination Date under the relevant Issuer Swap Agreement and the resulting application of the collateral by way of netting or set-off, an amount equal to the value of all collateral (other than Excess Swap Collateral) provided by such Issuer Swap Provider to the Issuer pursuant to the relevant Issuer Swap Agreement (and any interest or distributions in respect thereof; provided that the Issuer Security Trustee has received prior written confirmation from the relevant Issuer Swap Provider of the amounts (if any) due under subclauses (i) and (ii) beforehand which confirmation shall be binding and conclusive on all parties)) received or recovered following acceleration of the Intercompany Loan and/or enforcement of the Issuer Security as follows (in each case, only to the extent that payments of a higher order of priority have been paid in full):
 - (i) without priority among them but in proportion to the respective amounts due, to pay amounts due to:
 - (A) the Issuer Security Trustee and any Receiver appointed by the Issuer Security Trustee together with interest and any amount in respect of VAT on those amounts and any amounts then due or to become due to the Issuer Security Trustee and the Receiver under the provisions of this Deed;
 - (B) the Original Note Trustee together with interest and any amount in respect of VAT on those amounts and any amounts then due or to become due and payable to the Original Note Trustee under the provisions of the Note Trust Deed;
 - (C) the Australian Note Trustee together with interest and any amount in respect of GST on those amounts and any amounts then due or to become due and payable to the Australian Note Trustee under the provisions of the Note Trust Deed or the Australian Deed Poll;
 - (D) the Agent Bank, the Paying Agents, the Registrar, the Exchange Rate Agent and the Transfer Agent together with interest and any amount in respect of

VAT on those amounts and any costs, charges, liabilities and expenses then due or to become due and payable to them under the provisions of the Paying Agent and Agent Bank Agreement; and

- (E) the Australian Issuing Agent, the Australian Paying Agent, the Australian Registrar and the Australian Calculation Agent together with interest and any amount in respect of GST on those amounts and any costs, liabilities and expenses then due or to become due and payable to them under the provisions of the Australian Agency Agreement;
- (ii) without priority among them but in proportion to the respective amounts due, towards payment of amounts (together with any amount in respect of VAT on those amounts) due and payable to the Issuer Cash Manager under the Issuer Cash Management Agreement and to the Issuer Corporate Services Provider under the Issuer Corporate Services Agreement and to the Issuer Account Bank under the Issuer Bank Account Agreement;
- (iii) subject to item (iv) below, without priority among them but in proportion to the respective amounts due, to pay amounts due to the Issuer Swap Providers for each Series of Class A Notes (excluding any termination payment);
- (iv) without priority among them but in proportion to the respective amounts due, to pay interest due or overdue on, and to repay principal of, the applicable Series of Class A Notes and to pay any Swap Termination Payment due to the Issuer Swap Provider for each Series of Class A Notes (but excluding any Issuer Swap Excluded Termination Amount) provided that if the amounts available for distribution under this item (iv) (on the assumption that no amounts are due and payable under item (iii) and no amounts are received from any Issuer Swap Provider) would be insufficient to pay the sterling equivalent of the amounts due and payable under this item (iv), the shortfall will be divided amongst all such amounts on a *pro rata* basis and the amount payable by the Issuer to the Issuer Swap Provider in respect of any Series of Class A Notes under item (iii) above will be reduced by the amount of the shortfall applicable to that Series of Class A Notes;
- (v) subject to item (vi) below, without priority among them but in proportion to the respective amounts due, to pay amounts due to the Issuer Swap Providers for each Series of Class B Notes (excluding any termination payment);
- (vi) without priority among them but in proportion to the respective amounts due, to pay interest due or overdue on, and to repay principal of, the applicable Series of Class B Notes and to pay any Swap Termination Payment due to the Issuer Swap Provider for each Series of Class B Notes (but excluding any Issuer Swap Excluded Termination Amount) provided that if the amounts available for distribution under this item (vi) (on the assumption that no amounts are due and payable under item (v) and no amounts are received from any Issuer Swap Provider) would be insufficient to pay the sterling equivalent of the amounts due and payable under this item (vi), the shortfall will be divided amongst all such amounts on a *pro rata* basis and the amount payable by the Issuer to the Issuer Swap Provider in respect of any Series of Class B Notes under item (v) above will be reduced by the amount of the shortfall applicable to that Series of Class B Notes;

- (vii) subject to item (vii) below, without priority among them but in proportion to the respective amounts due, to pay amounts due to the Issuer Swap Providers for each Series of Class M Notes (excluding any termination payment);
- (viii) without priority among them but in proportion to the respective amounts due, to pay interest due or overdue on, and to repay principal of, the applicable Series of Class M Notes and to pay any Swap Termination Payment due to the Issuer Swap Provider for each Series of Class M Notes (but excluding any Issuer Swap Excluded Termination Amount) provided that if the amounts available for distribution under this item (viii) (on the assumption that no amounts are due and payable under item (vii) above and no amounts are received from any Issuer Swap Provider) would be insufficient to pay the sterling equivalent of the amounts due and payable under this item (viii), the shortfall will be divided amongst all such amounts on a pro rata basis and the amount payable by the Issuer to the Issuer Swap Provider in respect of any Series of Class M Notes under item (vii) above will be reduced by the amount of the shortfall applicable to that Series of Class M Notes;
- (ix) subject to item (x) below, without priority among them but in proportion to the respective amounts due, to pay amounts due to the Issuer Swap Providers for each Series of Class C Notes (excluding any termination payment);
- (x) without priority among them but in proportion to the respective amounts due, to pay interest due or overdue on, and to repay principal of, the applicable Series of Class C Notes and to pay any Swap Termination Payment due to the Issuer Swap Provider for each Series of Class C Notes (but excluding any Issuer Swap Excluded Termination Amount) provided that if the amounts available for distribution under this item (x) (on the assumption that no amounts are due and payable under item (ix) and no amounts are received from any Issuer Swap Provider) would be insufficient to pay the sterling equivalent of the amounts due and payable under this item (x), the shortfall will be divided amongst all such amounts on a *pro rata* basis and the amount payable by the Issuer to the Issuer Swap Provider in respect of any Series of Class C Notes under item (ix) above will be reduced by the amount of the shortfall applicable to that Series of Class C Notes;
- (xi) subject to item (xii) below, without priority among them but in proportion to the respective amounts due, to pay amounts due to the Issuer Swap Providers for each Series of Class D Notes (excluding any termination payment);
- (xii) without priority among them but in proportion to the respective amounts due, to pay interest due or overdue on, and to repay principal of, the applicable Series of Class D Notes and to pay any Swap Termination Payment due to the Issuer Swap Provider for each Series of Class D Notes (but excluding any Issuer Swap Excluded Termination Amount) provided that if the amounts available for distribution under this item (xii) (on the assumption that no amounts are due and payable under item (xi) and no amounts are received from any Issuer Swap Provider) would be insufficient to pay the sterling equivalent of the amounts due and payable under this item (xii), the shortfall will be divided amongst all such amounts on a pro rata basis and the amount payable by the Issuer to the Issuer Swap Provider in respect of any Series of Class D Notes under item (xi) above will be reduced by the amount of the shortfall applicable to that Series of Class D Notes;
- (xiii) to pay interest due or overdue on, and to repay principal of, the applicable Series of Class Z Notes;

- (xiv) without priority among them but in proportion to the respective amounts due, to pay any Issuer Swap Excluded Termination Amount to the Issuer Swap Providers; and
- (xv) the balance to the Issuer.

Notwithstanding the above, amounts standing to the credit of any sub-ledger to the Issuer Revenue Ledger and/or the Issuer Principal Ledger (in respect of a Series and Class of Notes) may only be applied by the Issuer Cash Manager and/or the Issuer Security Trustee (as applicable) to pay the interest, principal and other amounts due in respect of such Series and Class of Notes or any shortfall in the amounts available to pay items (i) to (ii) under the Issuer Post-Enforcement Priority of Payments Following an Intercompany Loan Acceleration and may not be applied in payment of interest, principal and other amounts due in respect of any other Series and Class of Notes.

8. ENFORCEMENT BY THE ISSUER SECURITY TRUSTEE

8.1 Mandatory enforcement

- (a) Subject to **Clause 8.2** (Administrative Receiver), the Issuer Security Trustee will not, and will not be bound to, take any steps, institute any proceedings, exercise its rights, powers, discretions, authorities, duties, and/or functions (including, without limitation, in giving its consent, approval or authorisation to any event, matter or thing requested or making any determination) and/or to take any other action under or in connection with any of the Issuer Transaction Documents (including, without limitation, enforcing the Issuer Security and/or lodging an appeal in any proceedings) unless the Issuer Security Trustee:
 - (i) has been indemnified and/or secured to its satisfaction against all liabilities, cost, charges, expenses, losses and claims to which it may render itself liable or which it may incur by so doing and, for this purpose, the Issuer Security Trustee 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 to indemnify it; and
 - (ii) is directed to do so by:
 - (A) the Note Trustee; or
 - (B) if there are no Notes outstanding, all of the other Issuer Secured Creditors,

(in each case, the **Instructing Party**), in which case the Issuer Security Trustee will be bound to take such action in the manner instructed by the Instructing Party, provided that the Issuer Security Trustee may at all times, whether or not so instructed, take such action in respect of any right, power or discretion which is personal to the Issuer Security Trustee or is to preserve or protect the Issuer Security Trustee's position or is of a purely administrative nature.

- (b) The Issuer Security Trustee shall not be liable to any Issuer Secured Creditor for any action it may take in accordance with any instructions received pursuant to **paragraph (a)** above. The Issuer Security Trustee shall be entitled to seek clarification from the relevant Instructing Party with regard to such instructions and may in its discretion elect not to act pending receipt of such clarification to its satisfaction from such relevant Instructing Party and shall not be liable to any person for any loss occasioned thereby.
- (c) Upon being directed by the Note Trustee to enforce the Issuer Security in accordance with **paragraph (a)** above, the Issuer Security Trustee will notify the Issuer, the Seller and the Issuer Secured Creditors of such direction.

8.2 Administrative Receiver

- (a) Notwithstanding any term of this Deed, subject to **paragraph (b)** below, the Issuer Security Trustee must enforce the Issuer Security by appointing an administrative receiver in respect of the Issuer if it has actual notice of:
- (i) an application for the appointment of an administrator in respect of the Issuer; or
 - (ii) the giving of a notice of intention to appoint an administrator in respect of the Issuer, and
 - (iii) subject to **Clause 13.1(c)**, the Issuer Security Trustee shall be indemnified and/or secured in accordance with the provisions of this Deed,

and that appointment shall take effect not later than the final day by which it must take effect in order to prevent an administration proceeding.

- (b) The Issuer Security Trustee is not liable for any failure to appoint or delay in appointing an administrative receiver in respect of the Issuer, save in the case of its own gross negligence, wilful default or fraud and, for the avoidance of doubt:
- (i) nothing in this **Clause 8.2** shall be construed so as to impose on the Issuer Security Trustee any obligation to indemnify any administrative receiver appointed by it pursuant to this **Clause 8.2** except to the extent of (and from) the cash and assets comprising the Issuer Security held by the Issuer Security Trustee at such time; and
 - (ii) the Issuer Security Trustee shall have no liability if, having used its reasonable endeavours, it is unable to find a person who is willing to be appointed as an administrative receiver on the terms as to indemnification referred to in **paragraph (b)(i)** above.
- (c) The Issuer Security Trustee shall not be liable to any Issuer Secured Creditor for any action it may take in accordance with **paragraph (a)** above.
- (d) The Issuer hereby waives any claims against the Issuer Security Trustee in respect of any appointment made pursuant to this **Clause 8.2**.

9. ENFORCEMENT OF ISSUER SECURITY

9.1 General

- (a) For the purposes of all powers implied by statute, the Issuer Secured Obligations are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the 1925 Act and Section 20 of the 1881 Act (restricting the power of sale) and Section 93 of the 1925 Act and Section 17 of the 1881 Act (restricting the right of consolidation) do not apply to the Security Interests comprised in the Issuer Security.

9.2 Note Event of Default

The Issuer Security will become immediately enforceable upon the service of a Note Acceleration Notice or, if there are no Notes outstanding, upon failure by the Issuer to pay any other Issuer Secured Obligation on its due date (subject to any applicable grace period).

9.3 Privileges

The Issuer Security Trustee and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the 1925 Act on mortgagees and receivers duly appointed under the 1925 Act, except that Section 103 of the 1925 Act and Section 20 of the 1881 Act does not apply.

9.4 Power of sale

The power of sale and other powers conferred by Section 101 of the 1925 Act and Section 19 of the 1881 Act, as extended and varied by this Deed, will be immediately exercisable at any time after the Issuer Security has become enforceable.

9.5 Extension of the 1925 Act

- (a) The statutory powers of leasing conferred on the Issuer Security Trustee are extended so as to authorise the Issuer Security Trustee to lease, make agreements for leases, accept surrenders of leases and grant options as the Issuer Security Trustee may think fit and without the need to comply with any provision of Section 99 or 100 of the 1925 Act and Section 18 or Section 3 of the 1911 Act.
- (b) The statutory powers of sale and the other powers conferred on the Issuer Security Trustee by Section 101(1) and (2) of the 1925 Act or by Section 19 of the 1881 Act and Section 4(1) of the 1911 Act are extended so as to authorise the Issuer Security Trustee (upon such terms as the Issuer Security Trustee may think fit and in accordance with the terms of this Deed) to:
 - (i) make demand in the name of the other Issuer Secured Creditors or in its own right for any moneys and liabilities in respect of the Issuer Charged Property; and
 - (ii) do all or any of the things or exercise all or any of the powers referred to in **Clause 11** (Powers of Receiver) as if each of them was expressly conferred on the Issuer Security Trustee by this Deed.

9.6 Mortgagee in possession

- (a) Neither the Issuer Security Trustee nor any Receiver will be liable, by reason of the Issuer Security or entering into possession of an Issuer Charged Property, to account as mortgagee or security holder in possession or for any loss on realisation or for any default or omission for which a mortgagee or security holder in possession might be liable.
- (b) Each of the Issuer Security Trustee, the other Issuer Secured Creditors and any Receiver will not take any action (other than, in the case of the other Issuer Secured Creditors, with the Issuer Security Trustee's prior written consent) which would be likely to lead to the Issuer Security Trustee or the other Issuer Secured Creditors becoming a mortgagee or security holder in possession in respect of any Issuer Charged Property.

9.7 Protection of third parties

No person (including a purchaser) dealing with the Issuer Security Trustee or any Receiver or its or his agents will be concerned to enquire:

- (a) whether the Issuer Secured Obligations remain outstanding or have become payable;

- (b) whether any power which the Issuer Security Trustee or that Receiver is purporting to exercise has become exercisable or is being properly exercised; or
- (c) how any money paid to the Issuer Security Trustee or to that Receiver is to be applied,

and the protections afforded to purchasers from a mortgagee by Section 104 and 107 of the 1925 Act and Sections 21 and 22 of the 1881 Act and to persons dealing with an administrative receiver by Section 42(3) of the Insolvency Act 1986 will apply.

9.8 Contingencies

If the Issuer Security is enforced at a time when no amount is due in respect of the Issuer Secured Obligations or any of the Issuer Secured Obligations are contingent or future, the Issuer Security Trustee or any Receiver may pay the proceeds of any recoveries effected by it into any interest-bearing account to be held by it as security and applied in accordance with the terms and conditions of this Deed and the Issuer Cash Management Agreement.

9.9 Disposal of Issuer Charged Property

Notwithstanding the foregoing provisions of this **Clause 9**, if a Note Acceleration Notice is served on the Issuer other than due to a default in payment of any amount due in respect of any Notes, the Issuer Security Trustee will not be entitled to dispose of all or part of the Issuer Charged Property unless either:

- (a) the Issuer Security Trustee shall have been advised by any financial advisor or such other professional adviser selected by it (which advice and/or opinion shall be conclusive and binding) that a sufficient amount would be realised to allow a full and immediate discharge of all amounts owing under all Class A Notes or, if the Class A Notes have been fully repaid, the Class B Notes, or, if the Class B Notes have been fully repaid, the Class M Notes or, if the Class M notes have been fully repaid, the Class C Notes, or if the Class C Notes have been fully repaid, the Class D Notes; or
- (b) the Issuer Security Trustee is of the sole opinion, reached after considering at any time and from time to time the advice of any financial or such other professional advisers selected by the Issuer Security Trustee in its absolute discretion (acting reasonably) for the purpose of giving such advice, that the cash flow prospectively receivable by the Issuer will not (or that there is a significant risk that it will not) be sufficient, having regard to any other relevant actual, contingent or prospective liabilities of the Issuer, to discharge in full in due course all amounts owing in respect of the Class A Notes, or if the Class A Notes have been fully repaid, the Class B Notes or, if the Class B Notes have been fully repaid, the Class M Notes or, if the Class M Notes have been fully repaid, the Class C Notes, or if the Class C Notes have been fully repaid, the Class D Notes and all prior ranking amounts due by the Issuer. The fees and expense of the aforementioned financial adviser or such other professional adviser selected by the Issuer Security Trustee shall be paid by the Issuer.

10. RECEIVER

10.1 Appointment of Receiver

- (a) Except as provided below, the Issuer Security Trustee may appoint any one or more persons to be a Receiver of all or any part of the Issuer Charged Property if the Issuer Security has become enforceable.

- (b) Any appointment under **paragraph (a)** above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the 1925 Act or Section 24 of the 1881 Act) does not apply to this Deed.
- (d) The Issuer Security Trustee is not entitled to appoint a Receiver solely as a result of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,

under Section 1A of the Insolvency Act 1986 or the Insolvency (Northern Ireland) Order 2002 (if appropriate).

10.2 Removal

The Issuer Security Trustee may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated. The Issuer Security Trustee may apply to the court for an order removing an administrative receiver.

10.3 Remuneration

The Issuer Security Trustee may fix the remuneration of any Receiver appointed by it and the maximum rate specified in Section 109(6) of the 1925 Act or Section 24 of the 1881 Act will not apply. The Issuer will pay the remuneration of any Receiver in accordance with the terms and in the manner agreed from time to time between the relevant Receiver and the Issuer Security Trustee, subject to the terms and conditions of this Deed.

10.4 Agent of the Issuer

- (a) A Receiver will be deemed to be the agent of the Issuer for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the 1925 Act or the 1881 Act or the 1911 Act. The Issuer alone is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver.
- (b) If a liquidator of the Issuer is appointed, the Receiver will act as principal and not as agent of the Issuer Security Trustee.
- (c) The Issuer Security Trustee will not incur any liability (either to the Issuer or to any other person) by reason of the appointment of a Receiver.

10.5 Relationship with Issuer Security Trustee

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after the Issuer Security becomes enforceable be exercised by the Issuer Security Trustee in relation to any Issuer Charged Property without first appointing a Receiver and notwithstanding the appointment of a Receiver.

11. POWERS OF RECEIVER

11.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause in addition to those conferred on it by any law; this includes:
 - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986 or the Insolvency (Northern Ireland) Order 1989 (if appropriate); and
 - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the 1925 Act or the 1881 Act and the 1911 Act (if appropriate), the Insolvency Act 1986 and the Insolvency (Northern Ireland) Order 1989 (if appropriate).
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

11.2 Possession

A Receiver may take immediate possession of, get in and collect any Issuer Charged Property.

11.3 Carry on business

A Receiver may carry on any business of the Issuer in any manner he thinks fit.

11.4 Employees

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit.
- (b) A Receiver may discharge any person appointed by the Issuer.

11.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Issuer Charged Property either in priority to the Issuer Security or otherwise and generally on any terms and for whatever purpose which he thinks fit.

11.6 Sale of assets

- (a) A Receiver may sell, exchange, convert into money and realise any Issuer Charged Property by public auction or private contract and generally in any manner and on any terms which he thinks fit.
- (b) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit.
- (c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the Issuer.

11.7 Leases

A Receiver may let any Issuer Charged Property for any term and at any rent (with or without a premium) which he thinks fit and may accept a surrender of any lease or tenancy of any Issuer Charged Property on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender).

11.8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Issuer or relating in any way to any Issuer Charged Property, provided that, any such claim has priority to or ranks *pari passu* with this Deed.

11.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Issuer Charged Property which he thinks fit.

11.10 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Issuer Charged Property.

11.11 Subsidiaries

A Receiver may form a Subsidiary of the Issuer and transfer to that Subsidiary any Issuer Charged Property.

11.12 Delegation

A Receiver may delegate his powers in accordance with this Deed.

11.13 Lending

A Receiver may lend money or advance credit to any customer of the Issuer.

11.14 Protection of assets

A Receiver may:

- (a) effect any repair or insurance and do any other act which the Issuer might do in the ordinary conduct of its business to protect or improve any Issuer Charged Property;
- (b) commence and/or complete any building operation; and
- (c) apply for and maintain any planning permission, building regulation approval or any other authorisation,

in each case as he thinks fit.

11.15 Uncalled capital

A Receiver may call up or require the directors of the Issuer to call up any uncalled capital of the Issuer.

11.16 Payment of expenses

A Receiver may pay and discharge, out of the profits and income of the Issuer Charged Property and any moneys made by it in carrying on the business of the Issuer, the expenses incurred by it in connection with the carrying on and management of that business or in the exercise of any of the powers conferred by this Clause or otherwise in respect of the Issuer Charged Property and all other expenses which it shall think fit to pay and will apply the residue of those profits and income in accordance with the terms and conditions of this Deed.

11.17 Other powers

A Receiver may:

- (a) do all other acts and things which he may consider desirable or necessary for realising any Issuer Charged Property or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- (b) exercise in relation to any Issuer Charged Property all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Issuer Charged Property; and
- (c) use the name of the Issuer for any of the above purposes.

12. MODIFICATION, AUTHORISATION, WAIVER, AND CONSENT

12.1 Modification

- (a) Subject to **paragraphs (b) and (c)** below, the Issuer Security Trustee may without the consent or sanction of the Issuer Secured Creditors (except where they are a party to the relevant Issuer Transaction Document the subject of such modification, where the consent of such party will be required) concur (or direct the Funding 1 Security Trustee to concur) with any person in making or giving its consent to any modification (except a Basic Terms Modification) to any Issuer Transaction Document only if so directed by (a) the Note Trustee so long as there are any Notes outstanding or (b) all of the other Issuer Secured Creditors, if there are no Notes outstanding.
- (b) Notwithstanding any other provision of this Deed, the Issuer Security Trustee may not agree to any modification unless either:
 - (i) the Issuer has confirmed to the Issuer Security Trustee that such amendment would not result in a termination of any of the Issuer Swap Agreements (having obtained any consents or confirmations that are required pursuant to the terms of any of the Issuer Swap Agreements in order to avoid any such termination); or
 - (ii) the Rating Agencies confirm to the Issuer or the Issuer Security Trustee that, notwithstanding that such amendment does or may result in a termination of one or more of the Issuer Swap Agreements, the ratings of the Rated Notes will not be reduced, withdrawn or qualified (it being acknowledged that none of the Rating Agencies has any obligation to provide such confirmation at any time and that, pursuant to **Condition 16** or **Australian**

Condition 16 (as applicable), the confirmation of one of the Rating Agencies may be sufficient for such purpose).

- (c) Subject to **paragraph (d)** below, the Issuer Security Trustee shall, without any consent or sanction of the Issuer Secured Creditors (except where they are a party to the relevant Issuer Transaction Document the subject of such modification, where the consent of such party will be required) be required to concur with the Issuer or any other person in making or giving its consent to any modification (other than a Basic Terms Modification) to any Issuer Transaction Document that are requested by Funding 1 (or the Cash Manager on its behalf) or the Issuer (or the Issuer Cash Manager on its behalf) provided that Funding 1 (or the Cash Manager on its behalf) or the Issuer (or the Issuer Cash Manager on its behalf) has certified to the Issuer Security Trustee in writing that such modifications are required in order to accommodate:
- (i) any Loan Tranches to be advanced to Funding 1 under the Intercompany Loan and/or the issue of any Notes by the Issuer;
 - (ii) New Intercompany Loan Agreements of Funding 1 or any Further Funding Companies and/or the issue of New Notes by New Issuers;
 - (iii) the addition of other relevant secured creditors of the Issuer Secured Creditors, Funding 1 Secured Creditors, any New Issuer or any Further Funding Company;
 - (iv) the accession of New Beneficiaries to the Mortgages Trust Deed;
 - (v) the issue (directly or indirectly) of debt by Funding 1 and/or any Further Funding Company (other than as referred to in **paragraphs (i) and (ii)** above);
 - (vi) the sale of New Loan Types or Mortgages to the Mortgages Trustee;
 - (vii) changes to the General Reserve Required Amount and/or any additional amounts for the purposes of an Arrears or Step-up Trigger Event and/or the Liquidity Reserve Fund Required Amount and/or the manner in which these are funded;
 - (viii) the establishment of the Funding 1 Liquidity Facility;
 - (ix) changes to the Asset Trigger Events and Non-Asset Trigger Events;
 - (x) any changes of any nature to the criteria of any of the Rating Agencies which take effect after the 2012-1 Closing Date affecting Issuer Swap Agreements relating to any Series and Class of Notes issued on and after the 2012-1 Closing Date; and/or
 - (xi) the novation of any Issuer Swap Agreements relating to any Series and Class of Notes issued on or after the 2012-1 Closing Date to a replacement Issuer Swap Provider (provided that all conditions to the novation which are set out in the relevant Issuer Swap Agreement have been or will be satisfied upon that novation).
- (d) The Issuer Security Trustee shall only be required to agree or consent to the modifications set out in **paragraph (c)** above if the Issuer Security Trustee is satisfied that:
- (i) in respect of the matters set out in **paragraphs (c)(i), (c)(iv), (c)(vi) and (c)(xi)**, Funding 1, the Cash Manager the Issuer or the Issuer Cash Manager has certified to the Issuer Security Trustee in writing that the conditions precedent to:

- (A) Notes being issued by the Issuer and/or Loan Tranches being made available to Funding 1 (as set out in **Condition 15** or **Australian Condition 15** (as applicable) and Clause 3 of the Intercompany Loan Agreement);
- (B) the assignment of New Loans to the Mortgages Trustee (as set out in Clause 4 of the Mortgage Sale Agreement);
- (C) the inclusion of a New Beneficiary of the Mortgages Trust (as set out in Clause 17 of the Mortgages Trust Deed);
- (D) any such novation pursuant to **paragraph (c)(xi)** which are set out in the relevant Issuer Swap Agreement,

have been satisfied (or in respect of the matters set out in **paragraph (c)(xi)** will be satisfied upon that novation); and

- (ii) in respect of the matters listed in **paragraphs (c)(i) to (c)(x)** above, the Issuer Security Trustee has received written confirmation from each of the Rating Agencies that the relevant modifications will not result in a downgrade, withdrawal or qualification of the then current ratings of the Rated Notes (it being acknowledged that none of the Rating Agencies has any obligation to provide such confirmation at any time and that, pursuant to **Condition 16** or **Australian Condition 16** (as applicable), the confirmation of one of the Rating Agencies may be sufficient for such purpose).
- (e) Each Issuer Secured Creditor hereby acknowledges that the Issuer Security Trustee is required to make the modifications set out in **paragraph (c) above** (subject to **paragraph (d)**), and each Issuer Secured Creditor further acknowledges that such modifications may adversely affect the amount of monies available to the Issuer to meet the Issuer Secured Obligations. Each Issuer Secured Creditor agrees that such modifications shall be binding on it and unless the Issuer Security Trustee otherwise agrees, notice thereof shall be given by the Cash Manager to the Issuer Secured Creditors as soon as practicable after the modifications have been made.
- (f) Each of the Issuer Secured Creditors agrees from time to time to do and perform such other and further acts and execute and deliver any and all such other documents and instruments (to the extent the Issuer Security Trustee and/or the Note Trustee is a party thereto, in form and substance satisfactory to each of the Issuer Security Trustee and the Note Trustee, as applicable) as may be required by law or necessary to give effect to the intent and purpose of this **Clause 12.1** (Modification).

12.2 Authorisation or waiver

The Issuer Security Trustee shall waive or authorise (or direct the Funding 1 Security Trustee to waive or authorise) (without prejudice to its rights in respect of any further or other breach) any breach or proposed breach by the Issuer or any other person (or in the case of a direction to the Funding 1 Security Trustee, by Funding 1 or any other person) of any of the covenants or provisions of any Issuer Transaction Document only if so directed by (a) the Note Trustee so long as there are any Notes outstanding or (b) all of the other Issuer Secured Creditors, if there are no Notes outstanding.

12.3 Requests for consent or approval

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

- (a) if any Issuer Transaction Document specifies that the Issuer Security Trustee is required to give its consent or approval to that event, matter or thing if certain specified conditions are satisfied in relation to that event, matter or thing, then the Issuer Security Trustee will give its consent or approval to that event, matter or thing upon being satisfied that those specified conditions have been satisfied; and
- (b) in any other case, the Issuer Security Trustee shall give its consent or approval to that event, matter or thing only if so directed by (a) the Note Trustee so long as there are any Notes outstanding or (b) all of the other Issuer Secured Creditors, if there are no Notes outstanding.

12.4 Binding on Issuer Secured Creditors

Any modification, authorisation, waiver, consent or approval provided under this **Clause 12** will be binding on all of the Issuer Secured Creditors.

12.5 Additional terms and conditions

Any modification, authorisation, waiver, consent or approval provided under this **Clause 12** may be made or given on such terms and subject to such conditions (if any) as directed by (a) the Note Trustee so long as there are any Notes outstanding or (b) all of the other Issuer Secured Creditors, if there are no Notes outstanding.

12.6 Notice to Issuer Secured Creditors

If required by the Issuer Security Trustee, the Issuer will as soon as practicable notify:

- (a) the Noteholders in accordance with the Conditions or the Australian Conditions (as applicable); and
- (b) each of the other Issuer Secured Creditors in accordance with this Deed,

in each case, of any modification, authorisation, waiver, consent or approval made under this **Clause 12**.

13. ADDITIONAL PROVISIONS REGARDING THE ISSUER SECURITY TRUSTEE

13.1 Incorporation of Note Trust Deed provisions

- (a) Without prejudice to the other provisions of this Deed and except as set out below, the following Clauses of the Note Trust Deed are incorporated in and will apply, *mutatis mutandis*, to this Deed (and for that purpose references in that Clause to "these presents" or to "this Deed" will be construed as references to this Issuer Deed of Charge and references in that Clause to "the Note Trustee", "the Original Note Trustee" or "the Australian Note Trustee" will be construed as references to the Issuer Security Trustee):
 - (i) **clause 17** (Remuneration and Indemnification of the Original Note Trustee and the Australian Note Trustee);
 - (ii) **clause 18** (Supplement to Trustee Acts);
 - (iii) **clause 19** (Note Trustee's liability);
 - (iv) **clause 20** (Note Trustee Contracting with the Issuer);

- (v) **clause 24** (Eligibility and Disqualification; New Note Trustee);
 - (vi) **clause 25** (Note Trustee's Retirement and Removal); and
 - (vii) **clause 26** (Note Trustee's Powers to be Additional).
- (b) **Clause 17** (Remuneration and Indemnification of the Original Note Trustee and the Australian Note Trustee) of the Note Trust Deed will be amended so that:
- (i) the last sentence of **clause 17.1** is deleted and replaced by the following:

"Such remuneration shall accrue from day to day and be payable up to and including the date when the Issuer Security Period has expired and the Issuer Security Trustee has released, reassigned and/or discharged the Issuer Charged Property from the Issuer Security as provided under this Deed."; and
 - (ii) each of the references to the Original Note Trustee and the Australian Note Trustee in **clauses 17.5, 17.6 and 17.7** include a reference to any Receiver appointed by the Issuer Security Trustee.
- (c) The following words shall be added to the end of **clause 17.9** before the final full stop:
- ", provided that if the Issuer Security Trustee is required to appoint an administrative receiver pursuant to **Clause 8.2** (Administrative receiver) of the Issuer Deed of Charge, the Issuer Security Trustee agrees that it is adequately indemnified and secured in respect of such appointment by virtue of its rights against the Issuer under the Issuer Deed of Charge and the security that it has in respect of such rights but otherwise without limitation to its right of indemnity and/or security under this Deed."

13.2 No transfer of obligations

Notwithstanding anything else in this Deed, the Issuer Security Trustee does not assume and will not be obliged to perform any obligations of any other party.

13.3 No obligation to insure

The Issuer Security Trustee shall not be under any obligation to insure in respect of any of the Issuer Charged Property or to require any other person to maintain any such insurance and shall have no liability to any person for not so doing.

13.4 Additional Issuer Security Trustee provisions

- (a) The Issuer Security Trustee shall be under no obligation to monitor or supervise the functions of the Issuer Cash Manager under the Issuer Cash Management Agreement or any other Issuer Transaction Document or of any other person under or pursuant to any of the Issuer Transaction Documents.
- (b) The Issuer shall provide to the Issuer Security Trustee such information as it shall reasonably request in writing to enable it to perform its functions as Issuer Security Trustee under the Issuer Transaction Documents.
- (c) The Issuer Security Trustee shall not be liable to the Issuer or any Issuer Secured Creditor for acting on the request direction or instruction of the Note Trustee.

- (d) The Issuer Security Trustee may provide information to the Funding 1 Security Trustee under the Funding 1 Deed of Charge and to the Original Note Trustee and the Australian Note Trustee under the Note Trust Deed.
- (e) The Issuer Security Trustee shall be entitled to rely on any certificate addressed to it whether in its capacity as Issuer Security Trustee under this Deed, as Funding 1 Security Trustee under the Funding 1 Deed of Charge or as Original Note Trustee under the Note Trust Deed and may rely on information provided to it in any such capacity.
- (f) The Issuer Security Trustee, if not the same as the Original Note Trustee, the Australian Note Trustee and/or the Funding 1 Security Trustee, shall provide the Original Note Trustee, the Australian Note Trustee and the Funding 1 Security Trustee with any information that either or both of them reasonably require.
- (g) The Issuer Security Trustee, if not the same as the Funding 1 Security Trustee, the Australian Note Trustee and/or the Original Note Trustee, shall notify the Original Note Trustee, the Australian Note Trustee and/or the Funding 1 Security Trustee of any breach of any provisions of this Deed or the Issuer Transaction Documents any event of which it has knowledge which would or may result in this Deed or the Issuer Security created thereby becoming enforceable.
- (h) Nothing in this Deed shall preclude the Funding 1 Security Trustee, the Original Note Trustee, the Australian Note Trustee and the Funding 1 Security Trustee from exchanging information.

13.5 The Trustee

- (a) Law Debenture Trust Company of New York (the **Initial Trustee**) is acting as Original Note Trustee under the Note Trust Deed and as Funding 1 Security Trustee under the Funding 1 Deed of Charge and as Issuer Security Trustee under this Deed (and while doing so the Initial Trustee and any successor which acts in all such capacities are referred to in this **Clause 13.5** as the **Trustee**). No entity may act as a trustee in any such capacity unless it is also the Trustee in all such capacities or unless the Trustee agrees otherwise or unless the Trustee resigns its office as trustee in one or more of such capacities. In any capacity as Trustee, the Trustee will not be liable to any Noteholder for any loss which it may suffer by reason of any conflict which may arise between the interests of such Noteholder and any other person to whom the Trustee owes duties as a result of the Trustee acting in all such capacities.
- (b) Neither the Initial Trustee nor any of its successors has any responsibility to Noteholders, the Issuer Secured Creditors or the Funding 1 Secured Creditors for the validity, sufficiency or enforceability of the Issuer Security and the Funding 1 Security (which the Initial Trustee has not investigated) and shall accept such title and interest as any chargor or mortgagor has without responsibility for investigating the same or any defect there may be therein. Neither the Initial Trustee nor any of its successors are responsible for monitoring the performance by any person of its obligations to the Issuer, Funding 1 or any other person and each may assume until it has actual knowledge to the contrary that such obligations are being duly performed.

14. ISSUER POWER OF ATTORNEY

Immediately upon execution of this Deed, the Issuer will execute and deliver to the Issuer Security Trustee the Issuer Security Power of Attorney. The Issuer Security Trustee confirms that it may exercise the powers conferred under the Issuer Security Power of Attorney if:

- (a) the Issuer Security has become enforceable;

- (b) it considers such action necessary for the protection or preservation of the Attorney's (as defined in the Issuer Security Power of Attorney) interests and rights in and to the Issuer Charged Property; and/or
- (c) it considers such action ought to be done under the covenants, undertakings and provisions contained in this Deed on or at any time after the service of a Note Acceleration Notice.

15. FURTHER ASSURANCES

The Issuer must, at its own expense, take whatever action the Issuer Security Trustee or a Receiver may require for:

- (a) creating, perfecting or protecting any security intended to be created by this Deed; or
- (b) facilitating the realisation of any Issuer Charged Property, or the exercise of any right, power or discretion exercisable, by the Issuer Security Trustee or any Receiver or any of its delegates or sub-delegates in respect of any Issuer Charged Property.

This includes:

- (i) the execution of any transfer, conveyance, assignment, assignation or assurance of any property, whether to the Issuer Security Trustee or to its nominee; or
- (ii) the giving of any notice, order or direction and the making of any registration,

which, in any such case, the Issuer Security Trustee may think expedient.

16. ADDITIONAL PROVISIONS RELATING TO THE ISSUER SECURITY

16.1 Continuing Security

The Issuer Security will remain in force as continuing security for the Issuer Secured Obligations notwithstanding any settlement of account or the existence at any time of a credit balance on any Issuer Account or other account or any other act, event or matter.

16.2 No merger

The Issuer Security is in addition to, and will not be merged in, or in any way exclude or prejudice any other Security Interest or other right which the Issuer Security Trustee or any other Issuer Secured Creditor may now or at any time have (or would apart from the Issuer Security have) as regards the Issuer or any other person in respect of the Issuer Secured Obligations.

16.3 Avoidance of security or payment

- (a) If an amount paid to the Issuer Security Trustee, the Noteholders or any of the other Issuer Secured Creditors under an Issuer Transaction Document is capable of being avoided or reduced by virtue of any provisions or enactments relating to bankruptcy, insolvency or liquidation for the time being in force or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (b) Any settlement, discharge or release between the Issuer and the Issuer Security Trustee (or any Receiver) will be conditional upon no security or payment granted or made to the Issuer Security Trustee (or any Receiver, as the case may be) by the Issuer or any other person

being avoided or reduced by virtue of any provisions or enactments relating to bankruptcy, insolvency or liquidation for the time being in force.

- (c) If any security or payment is avoided or reduced in the circumstances described in **paragraph (a)** above, then the Issuer Security Trustee (or any Receiver, as the case may be) will be entitled to recover the value or amount of such security or payment from the Issuer as if the relevant settlement, discharge or release had not occurred.

16.4 Retention of Issuer Security

- (a) If the Issuer Security Trustee has grounds for believing that the Issuer may be unable to pay its debts as they fall due as at the date of any payment made by the Issuer to the Issuer Security Trustee, the Noteholders or any of the other Issuer Secured Creditors, then the Issuer Security Trustee may retain the Issuer Security until the expiry of a period of (subject to **paragraph (b)** below) one month plus the statutory period within which any assurance, security, guarantee or payment can be avoided or invalidated after the payment and discharge in full of all Issuer Secured Obligations notwithstanding any release, settlement, discharge or arrangement which may be given or made by the Issuer Security Trustee on, or as a consequence of, such payment or discharge of liability.
- (b) If, at any time within the period referred to in **paragraph (a)** above, any person presents a petition, or files documents with a court or any registrar for the winding-up or administration of the Issuer or any analogous proceedings are commenced by or against the Issuer, the Issuer Security Trustee may continue to retain the Issuer Security for such further period as it may determine and the Issuer Security will be deemed to continue to be held as security for the payment and discharge to the Issuer Security Trustee of all of the Issuer Secured Obligations.

16.5 Change of name, etc.

This Deed will remain valid and enforceable notwithstanding any change in the name, composition or constitution of the Issuer Security Trustee or the Issuer or any merger, amalgamation or consolidation by the Issuer Security Trustee or the Issuer with any other corporation.

16.6 Negative pledge

The Issuer shall not, save for the Issuer Security, or with the prior written consent of the Issuer Security Trustee, or unless otherwise permitted under any of the Issuer Transaction Documents, create or permit to subsist any Security Interest whatsoever, however created or arising (unless arising by operation of law) over any of its property, assets or undertakings present or future (including any uncalled capital) or any interest, estate, right, title or benefit therein or use, invest or dispose of, including by way of sale or the grant of any Security Interest of whatsoever nature or otherwise deal with, or agree or attempt or purport to sell or otherwise dispose of (in each case whether by one or a series of transactions) or grant any option or right to acquire any such property, assets or undertaking present or future.

17. SET-OFF

- (a) The Issuer Security Trustee may at any time following a Note Event of Default (without notice and notwithstanding any settlement of account or other matter):
 - (i) combine or consolidate all or any existing accounts of the Issuer whether in its own name or jointly with others and held by it or any Issuer Secured Creditor;

- (ii) set-off or transfer all or any part of any credit balance or any sum standing to the credit of any account referred to in **paragraph (i)** above (whether or not the same is due to the Issuer from the Issuer Security Trustee or relevant Issuer Secured Creditor and whether or not the credit balance and the account in debit or the Issuer Secured Obligations are expressed in the same currency) in or towards satisfaction of any of the Issuer Secured Obligations; and/or
 - (iii) in its discretion, estimate the amount of any liability of the Issuer which is contingent or unascertained and set-off such estimated amount.
- (b) No amount will be payable by the Issuer Security Trustee to the Issuer unless and until all Issuer Secured Obligations have been ascertained and fully repaid or discharged.

18. RELEASE

18.1 Upon discharge of Issuer Secured Obligations

At the end of the Issuer Security Period, the Issuer Security Trustee will, at the cost of the Issuer, take whatever action is necessary to release or re-assign the Issuer Charged Property from the Issuer Security to, or to the order of, the Issuer.

18.2 Authorised Investments

Upon the Issuer or the Issuer Cash Manager on its behalf making a disposal of an Authorised Investment charged under this Deed and provided that the proceeds of such disposal are paid into the Issuer Transaction Account in accordance with the terms of this Deed and the Issuer Cash Management Agreement, such Authorised Investment will be deemed to be released from the Issuer Security the Issuer Security Trustee will, at the request and cost of the Issuer take whatever action is necessary to release that Authorised Investment from the Issuer Security.

18.3 Issuer Accounts

For the avoidance of doubt, all amounts which the Issuer Cash Manager (on behalf of the Issuer and following service of a Note Acceleration Notice if the Issuer Cash Manager is appointed as agent of the Issuer Security Trustee, the Issuer Security Trustee or its appointee) is permitted to withdraw from the Issuer Transaction Account pursuant to **Clause 6.2** (Priority of payments for Issuer Revenue Receipts – prior to service of a Note Acceleration Notice and service of an Intercompany Loan Acceleration Notice) and **Clause 6.3** (Priority of payments of Issuer Principal Receipts – prior to service of a Note Acceleration Notice or service of an Intercompany Loan Acceleration Notice) will be deemed to be released from the Issuer Security upon the relevant withdrawal provided that, where the relevant amount is transferred to another Issuer Account, it will become subject to the Issuer Security in respect of that other Issuer Account.

18.4 Release under the Funding 1 Deed of Charge

If there is any release of security under the terms of the Funding 1 Deed of Charge, then the assets which are the subject of that release and formerly part of the Issuer Charged Property will automatically be released from the Issuer Security.

18.5 No liability for loss

The Issuer Security Trustee will not be liable to the Issuer or any other person for any loss, costs, claims or liabilities arising in connection with its acting upon a request made under this Clause and/or any release made under this Clause.

19. ISSUER REPRESENTATIONS

19.1 Title

The Issuer represents to the Issuer Security Trustee that it is the beneficial owner of the Issuer Charged Property and the Issuer Charged Property is free of any Security Interests (except for those created by or under this Deed) and any other rights or interests (including any licences) in favour of third parties.

19.2 No restriction

The Issuer represents to the Issuer Security Trustee that, as at each Closing Date, none of its property, assets and/or undertaking are subject to any restriction (whether contractual or otherwise) that may render the Security Interests granted by the Issuer under this Deed ineffective or which otherwise prohibit the grant of such Security Interests.

19.3 Steps taken

The Issuer represents to the Issuer Security Trustee that it has taken all necessary steps to enable it to create the Issuer Security in accordance with this Deed and has taken no actions or steps which will or may prejudice its rights, title and interest in, to and under the Issuer Charged Property.

19.4 Issuer Charged Documents

The Issuer represents to the Issuer Security Trustee that:

- (a) each Issuer Charged Document is its legally binding, valid, and enforceable obligation;
- (b) it is not in default of any of its obligations under any Issuer Charged Document;
- (c) there is no prohibition on assignment in any Issuer Charged Document; and
- (d) its entry into and performance of this Deed will not conflict with any term of any Issuer Charged Document.

19.5 Nature of security

The Issuer represents to the Issuer Security Trustee that this Deed creates those Security Interests it purports to create and is not liable to be amended or otherwise set aside on its liquidation or administration or otherwise, except that Security Interests expressed to be fixed may take effect as a floating charge security.

19.6 United States Activities

The Issuer represents to the Issuer Security Trustee that it will not engage in any activities in the United States (directly or through agents), will not derive any income from United States sources as determined under United States income tax principles and will not hold any property if doing so would cause it to be engaged or deemed to be engaged in a trade or business within the United States as determined under United States tax principles.

19.7 Centre of main interests and establishment

- (a) The Issuer represents to the Issuer Security Trustee that its "centre of main interests" for the purposes of the Insolvency Regulation and the UNCITRAL Implementing Regulations is in

England and it does not have any "establishment" (as defined in the Insolvency Regulation and the UNCITRAL Implementing Regulations) other than in England.

- (b) The Issuer undertakes to conduct its business and affairs such that, at all relevant times, its "centre of main interests" for the purposes of the Insolvency Regulation and the UNCITRAL Implementing Regulations will be and remain in England and it will not have any "establishment" (as defined in the Insolvency Regulation and the UNCITRAL Implementing Regulations) other than in England.

19.8 Times for making representations

- (a) The representations set out in this Deed (including in this Clause) are made on the date of this Deed.
- (b) Unless a representation is expressed to be given at a specific date, each representation under this Deed is deemed to be repeated by the Issuer on each date during the Issuer Security Period.
- (c) When a representation is repeated, it is applied to the circumstances existing at the time of repetition.

20. EVIDENCE OF INDEBTEDNESS

- (a) In any action, proceedings or claim relating to this Deed or the Issuer Security, any statement (which will contain information in reasonable detail in support thereof) as to:
 - (i) any amount due to any Issuer Secured Creditor;
 - (ii) all or any part of the Issuer Secured Obligations; or
 - (iii) any amounts which have been notified to the Issuer Security Trustee as being amounts due to any Issuer Secured Creditor,

in each case, which is certified as being correct by an officer of the Issuer Security Trustee in the case only of amounts due to the Issuer Security Trustee for its own account or an officer of the relevant Issuer Secured Creditor in any other case will be conclusive evidence that such amount is in fact due and payable.

- (b) Each Issuer Secured Creditor (other than the Issuer Security Trustee) shall, upon request, provide to the Issuer Security Trustee information regarding the Issuer Secured Obligations that are owed to it, provided that such Issuer Secured Creditor is satisfied (acting reasonably) that adequate confidentiality arrangements are in place between it and the Issuer Security Trustee with regard to the provision of such information and such information shall be binding on the Issuer Security Trustee.

21. RIGHTS CUMULATIVE

The respective rights of the Issuer Security Trustee and any Receiver under this Deed:

- (a) may be exercised as often as necessary;
- (b) are cumulative and not exclusive of its rights under the general law; and
- (c) may be waived only in writing and specifically.

Delay in exercising or non-exercise of any right is not a waiver of that right.

22. SEVERABILITY

If a term of this Deed is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect:

- (a) the legality, validity or enforceability in that jurisdiction of any other term of this Deed; or
- (b) the legality, validity or enforceability in any other jurisdiction of that or any other term of this Deed.

23. COUNTERPARTS

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

24. NOTICES

24.1 In writing

Any communication in connection with this Deed must be in writing and, unless otherwise stated, may be given in person, by post or by fax. Unless it is agreed to the contrary, any consent or agreement required under this Deed must be given in writing.

24.2 Party details

The contact details of each party to this Deed for all communications in connection with this Deed are those set out below:

- (a) **Issuer:** Fosse Master Issuer plc, 35 Great St. Helen's, London EC3A 6AP

For the attention of: The Directors
Telephone: +44 (0)207 398 6300
Facsimile: +44 (0)20 7398 6325
- (b) **Issuer Cash Manager:** Santander UK plc, 2 Triton Square, Regent's Place, London NW1 3AN

For the attention of: The Company Secretary
Facsimile: +44 (0)20 7756 5627
- (c) **Issuer Account Bank:** Santander UK plc, 2 Triton Square, Regent's Place, London NW1 3AN

For the attention of: The Company Secretary
Facsimile: +44 (0)20 7756 5627
- (d) **Original Note Trustee:** Law Debenture Trust Company Of New York, 400 Madison Avenue – 4th Floor, New York, New York 10017

For the attention of: The Corporate Trust Department

- Telephone: +1 212 750 6474
Facsimile: +1 212 750 1361
- (e) **Australian Note Trustee:** BNY Trust Company of Australia Limited, Level 2, 35
Clarence Street, Sydney NSW 2000, Australia
- For the attention of: Client Services
Telephone: +61 2 9551 5000
Facsimile: +61 2 9551 5009
- (f) **Issuer Security Trustee:** Law Debenture Trust Company Of New York, 400
Madison Avenue – 4th Floor, New York, New York 10017
- For the attention of: The Corporate Trust Department
Telephone: +1 212 750 6474
Facsimile: +1 212 750 1361
- (g) **Agent Bank:** Citibank, N.A. (London branch), Citigroup Centre, Canada
Square, Canary Wharf, London E14 5LB
- For the attention of: Ratefix Desk
Telephone: +353 1 622 4321
Facsimile: +353 1 622 2031
- (h) **Registrar:** Citibank, N.A. (London branch), Citigroup Centre, Canada
Square, Canary Wharf, London E14 5LB
- For the attention of: Registrar Desk
Telephone: +353 1 622 4612
Facsimile: +353 1 622 2031
- (i) **Principal Paying Agent:** Citibank, N.A. (London branch), Citigroup Centre, Canada
Square, Canary Wharf, London E14 5LB
- For the attention of: MTN Paying Agency
Telephone: +353 1 622 0866
Facsimile: +353 1 622 2210
- (j) **Transfer Agent:** Citibank, N.A. (London branch), Citigroup Centre, Canada
Square, Canary Wharf, London E14 5LB
- For the attention of: Registrar Desk
Telephone: +353 1 622 4612
Facsimile: +353 1 622 2031
- (k) **Exchange Rate Agent:** Citibank, N.A. (London branch), Citigroup Centre, Canada
Square, Canary Wharf, London E14 5LB
- For the attention of: MTN Paying Agency
Telephone: +353 1 622 0865
Facsimile: +353 1 622 2212
- (l) **U.S. Paying Agent:** Citibank N.A., 14th Floor, 388 Greenwich Street, New
York, New York 10013
- For the attention of: Agency & Trust

- Telephone: +1 212 816 5773
Facsimile: +1 212 816 5527
- (m) **Australian Paying Agent:** Citigroup Pty Limited, Level 16, 120 Collins Street, Melbourne, VIC 3000, Australia
- For the attention of: Agency and Trust
Telephone: +61 3 8643 9952
Facsimile: +61 3 8643 9551
- (n) **Australian Registrar:** Citigroup Pty Limited, Level 16, 120 Collins Street, Melbourne, VIC 3000, Australia
- For the attention of: Agency and Trust
Telephone: +61 3 8643 9952
Facsimile: +61 3 8643 9551
- (o) **Australian Issuing Agent:** Citigroup Pty Limited, Level 16, 120 Collins Street, Melbourne, VIC 3000, Australia
- For the attention of: Agency and Trust
Telephone: +61 3 8643 9952
Facsimile: +61 3 8643 9551
- (p) **Australian Calculation Agent:** Citigroup Pty Limited, Level 16, 120 Collins Street, Melbourne, VIC 3000, Australia
- For the attention of: Agency and Trust
Telephone: +61 3 8643 9952
Facsimile: +61 3 8643 9551
- (q) **Issuer Swap Provider:** Santander UK plc, 2 Triton Square, Regent's Place, London NW1 3AN
- For the attention of: The Company Secretary
Facsimile: +44 (0)20 7756 5627
- (r) **Issuer Swap Provider:** Abbey National Treasury Services plc, Abbey National House, 2 Triton Square, Regent's Place, London NW1 3AN
- For the attention of: Mortgages Backed Funding (TSIC)
Facsimile: +44 (0)20 7756 5862
- (s) **Issuer Swap Provider:** Credit Suisse International, One Cabot Square, London, E14 4QJ
- For the attention of: General Counsel EMEA – Legal Compliance Department
Facsimile: +44 (0)20 7888 2686
- (t) **Issuer Swap Provider:** UBS AG, London Branch 100 Liverpool Street, London EC2M 2RH
- For the attention of: Credit Risk Management – Documentation Unit/Legal Department
Telephone: +44 (0)20 7567 8000

- Facsimile: +44 (0)20 7567 4406 / 7568 9257
- (u) **Issuer Swap Provider:** National Australia Bank Limited, Level 4 (UB4440), 800 Bourke Street, Docklands, Victoria 3008
- For the attention of: Mark Aarons, Head of Derivative Solutions
 Telephone: +61 3 8641 0614
 Facsimile: +61 3 8641 4194
- (v) **Issuer Corporate Services Provider:** 35 Great St. Helen's, London EC3A 6AP
- For the attention of: The Directors
 Telephone: +44 (0)207 398 6300
 Facsimile: +44 (0)207 398 6325

24.3 Changes

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

24.4 Effectiveness

- (a) Except as provided below, any notice in connection with this Deed will be deemed to be given as follows:
- (i) if delivered in person, at the time of the delivery;
 - (ii) if posted, five days after being deposited in the post, postage prepaid, in a correctly addressed envelope; and
 - (iii) if by fax, when received in legible form.
- (b) A communication given under **paragraph (a)** above but received on a non-working day or after business hours in the place of receipt will only be deemed to be given on the next working day in that place.

25. ASSIGNMENT

The Issuer Secured Creditors may not assign, encumber or transfer all or any part of its rights or benefits and/or transfer its obligations under this Deed without the prior written consent of the Issuer Security Trustee.

26. LANGUAGE

- (a) Any notice given in connection with this Deed must be in English.
- (b) Any other document provided in connection with this Deed must be:
- (i) in English; or
 - (ii) accompanied by a certified English translation. In this case, the English translation prevails unless the document is a statutory or other official document.

27. LAW AND JURISDICTION

27.1 Governing Law

This Deed (and any non-contractual obligations arising out of or in connection with it) shall be governed by, and construed in accordance with, English law, provided that any terms of this Deed which are (a) particular to Northern Irish law shall be governed by, and shall be construed in accordance with, the laws of Northern Ireland and (b) particular to Scots law shall be construed in accordance with the laws of Scotland.

27.2 Submission to jurisdiction

The Issuer irrevocably agrees for the benefit of the Issuer Security Trustee and the other Issuer Secured Creditors that the English courts have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Deed (and any non-contractual obligations arising out of or in connection with it) and accordingly submits to the exclusive jurisdiction of the English courts. The Issuer waives any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum. The Issuer Security Trustee and the other Issuer Secured Creditors may take any suit, action or proceeding arising out of or in connection with this Deed (and any non-contractual obligations arising out of or in connection with it) (together referred to as **Proceedings**) against the Issuer in any other court of competent jurisdiction and concurrent Proceedings in any number of jurisdictions.

27.3 Waiver of trial by jury

Each party waives any right it may have to a jury trial of any claim or cause of action in connection with any Issuer Transaction Document or any transaction contemplated by any Issuer Transaction Document. This deed may be filed as a written consent to trial by court.

28. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Except for any replacement Issuer Swap Provider in respect of their respective rights pursuant to clause 12.1(c) (*Modification*), a person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these presents, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

29. EFFECTIVENESS OF EXECUTION

This Deed (in relation to any rights or assets situated in Scotland or otherwise governed by Scots law) shall be fully effective and binding upon the Issuer and the Issuer Security Trustee upon at least one copy of this Deed having been executed and delivered by both the Issuer and the Issuer Security Trustee notwithstanding that any other person expressed to be a party to this Deed has not then executed and delivered this Deed and notwithstanding any such party has executed or executes and has delivered or delivers a counterpart of this Deed.

THIS DEED has been executed as a deed by each of the parties and delivered on the date stated at the beginning of this Deed.

The Issuer

EXECUTED as a **DEED** by)
FOSSE MASTER ISSUER PLC)
acting by two directors)

The Issuer Security Trustee

EXECUTED as a **DEED** by)
LAW DEBENTURE TRUST)
COMPANY OF NEW YORK)
acting by its duly authorised attorney/signatory)

By:
Duly authorised attorney/signatory
Name:

The Original Note Trustee

EXECUTED as a **DEED** by)
LAW DEBENTURE TRUST)
COMPANY OF NEW YORK)
acting by its duly authorised attorney/signatory)

By:
Duly authorised attorney/signatory
Name:

**The Principal Paying Agent, the Agent Bank,
the Exchange Rate Agent, the Registrar
and the Transfer Agent**

EXECUTED as a **DEED** on behalf of)
CITIBANK, N.A., LONDON BRANCH in its capacities)
as **Principal Paying Agent, Agent Bank,**)
Exchange Rate Agent, Registrar)
and **Transfer Agent**)
acting by its delegated signatory)

The U.S. Paying Agent

EXECUTED as a **DEED** on behalf of)
CITIBANK, N.A., NEW YORK BRANCH)
acting by its delegated signatory)

Issuer Swap Provider

EXECUTED as a **DEED** by)
ABN AMRO BANK N.V.)
acting by its duly authorised attorney)
By:
Name:

Issuer Swap Provider

EXECUTED as a **DEED** by)
UBS AG, LONDON BRANCH)
acting by its duly authorised attorney)
By:
Name:

The Issuer Cash Manager

EXECUTED as a **DEED** by)
ALLIANCE & LEICESTER PLC)
acting by its duly authorised attorney)
By:
Name:

The Issuer Account Bank

EXECUTED as a **DEED** by)
ALLIANCE & LEICESTER PLC)
acting by its duly authorised attorney)
By:
Name:

The Issuer Corporate Services Provider

EXECUTED as a **DEED** by)
STRUCTURED FINANCE)
MANAGEMENT LIMITED)
acting by)

SCHEDULE 1

FORM OF ACCESSION DEED

THIS DEED is made on []

BETWEEN

- (1) **FOSSE MASTER ISSUER PLC**, a company incorporated in England and Wales with limited liability (registered number 5925693), and having its registered office at 35 Great St Helen's, London EC3A 6AP (the **Issuer**);
- (2) **SANTANDER UK PLC**, a public limited company incorporated in England and Wales with limited liability (registered number 2294747), and having its registered office at 2 Triton Square, Regent's Place, London NW1 3AN (acting in its capacity as the **Issuer Cash Manager**);
- (3) **SANTANDER UK PLC**, a public limited company incorporated in England and Wales with limited liability (registered number 2294747), and having its registered office at 2 Triton Square, Regent's Place, London NW1 3AN (acting in its capacity as the **Issuer Account Bank**);
- (4) **SANTANDER UK PLC**, a public limited company incorporated in England and Wales with limited liability (registered number 2294747), and having its registered office at 2 Triton Square, Regent's Place, London NW1 3AN (acting in its capacity as an **Issuer Swap Provider**);
- (5) **LAW DEBENTURE TRUST COMPANY OF NEW YORK**, acting through its offices at 400 Madison Avenue – 4th Floor, New York, New York 10017 (acting in its capacity as the **Issuer Security Trustee**, which expression includes such company and all other persons or companies for the time being acting as security trustee or security trustees under the Issuer Deed of Charge);
- (6) **LAW DEBENTURE TRUST COMPANY OF NEW YORK**, acting through its offices at 400 Madison Avenue – 4th Floor, New York, New York 10017 (acting in its capacity as the **Original Note Trustee**, which expression includes such company and all other persons or companies for the time being acting as trustee or trustees for the Noteholders in such capacity under the Note Trust Deed);
- (7) **BNY TRUST COMPANY OF AUSTRALIA LIMITED**, acting through its offices at Level 2, 35 Clarence Street, Sydney NSW 2000, Australia (acting in its capacity as the **Australian Note Trustee**, which expression includes such company and all other persons or companies for the time being acting as trustee or trustees for the Australian Noteholders in such capacity under the Note Trust Deed);
- (8) **CITIBANK N.A.**, a national association acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Principal Paying Agent**);
- (9) **CITIBANK N.A.**, a national association acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Registrar**);
- (10) **CITIBANK, N.A.**, a national association acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Transfer Agent**);
- (11) **CITIBANK N.A.**, a national association acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Agent Bank**);

- (12) **CITIBANK N.A.**, a national association acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Exchange Rate Agent**);
- (13) **CITIBANK N.A.**, a national association acting through its offices at 388 Greenwich Street, 14th Floor, New York, New York 10013 (acting in its capacity as the **U.S. Paying Agent**);
- (14) **CITIGROUP PTY LIMITED**, a proprietary limited company incorporated under the laws of Australia whose registered office is Level 16, 120 Collins Street, Melbourne VIC 3000, Australia (acting in its capacity as the **Australian Paying Agent**);
- (15) **CITIGROUP PTY LIMITED**, a proprietary limited company incorporated under the laws of Australia whose registered office is Level 16, 120 Collins Street, Melbourne VIC 3000, Australia (acting in its capacity as the **Australian Registrar**);
- (16) **CITIGROUP PTY LIMITED**, a proprietary limited company incorporated under the laws of Australia whose registered office is Level 16, 120 Collins Street, Melbourne VIC 3000, Australia (acting in its capacity as the **Australian Issuing Agent**);
- (17) **CITIGROUP PTY LIMITED**, a proprietary limited company incorporated under the laws of Australia whose registered office is Level 16, 120 Collins Street, Melbourne VIC 3000, Australia (acting in its capacity as the **Australian Calculation Agent**);
- (18) **ABBEY NATIONAL TREASURY SERVICES PLC**, whose address is 2 Triton Square, Regent's Place, London NW1 3AN (acting in its capacity as an **Issuer Swap Provider**);
- (19) **UBS AG, LONDON BRANCH** whose address is 100 Liverpool Street, London EC2M 2RH (acting in its capacity as an **Issuer Swap Provider**);
- (20) **CREDIT SUISSE INTERNATIONAL**, whose address is One Cabot Square, London E14 4QJ (acting in its capacity as an **Issuer Swap Provider**);
- (21) **NATIONAL AUSTRALIA BANK LIMITED** whose registered office is at Level 4 (UB4440), 800 Bourke Street, Docklands, Victoria 3008, Australia (acting in its capacity as an **Issuer Swap Provider**);
- (22) **STRUCTURED FINANCE MANAGEMENT LIMITED**, a company incorporated in England and Wales, with limited liability (registered number 3853947), and having its registered office at 35 Great St. Helen's, London EC3A 6AP (acting in its capacity as the **Issuer Corporate Services Provider**); and.
- (23) [*Any other additional Issuer Secured Creditor*] (the "**New Issuer Secured Creditor**").

NOW THIS DEED WITNESSES AS FOLLOWS

WHEREAS

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

- (C) The terms of the Issuer Deed of Charge permit the Issuer to secure its obligations to a New Issuer Secured Creditor thereunder.
- (D) The New Issuer Secured Creditor has agreed to enter into this Deed to accede to the provisions of the Issuer Deed of Charge.
- (E) The Issuer Secured Creditors have agreed to enter into this Deed to, among other things, acknowledge and agree to such accession and to permit any consequential changes to the Issuer Priority of Payments as are required and any other amendment as may be required to give effect to this Deed.

1. INTERPRETATION

- 2. The master definitions and construction schedule signed by, amongst others, the Issuer and dated 28 November 2006 (as the same may be amended, restated, varied, supplemented and/or novated from time to time with the consent of the parties to this Deed, including on 1 August 2007, 20 December 2007, 23 November 2009, 11 March 2010, 21 April 2011 and 27 April 2012) (the **Master Definitions and Construction Schedule**) and the issuer master definitions and construction schedule signed by, amongst others, the parties to the Issuer Deed of Charge and dated 28 November 2006 (as the same may be amended, restated, varied, supplemented and/or novated from time to time with the consent of the parties to this Deed, including on 1 August 2007, 20 December 2007, 23 November 2009, 11 March 2010, 21 April 2011, 27 April 2012 and 23 May 2012) (the **Issuer Master Definitions and Construction Schedule**) are expressly and specifically incorporated into this Deed and, accordingly, the expressions defined in the Master Definitions and Construction Schedule and the Issuer Master Definitions and Construction Schedule shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Deed, including the recitals thereto.

3. REPRESENTATIONS AND WARRANTIES

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

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

4. ACCESSION

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

- (a) confirms that as from [*date*], it intends to be a party to the Issuer Deed of Charge as an Issuer Secured Creditor;
- (b) undertakes to comply with and be bound by all of the provisions of the Master Definitions and Construction Schedule and the Issuer Master Definitions and Construction Schedule (as the same may be amended, restated, varied, supplemented and/or novated from time to time) and the Issuer Deed of Charge in its capacity as an Issuer Secured Creditor, as if it had been an original party thereto;

- (c) undertakes to perform comply with and be bound by all of the provisions of the Issuer Deed of Charge in its capacity as an Issuer Secured Creditor, as if it had been an original party thereto as provided in **Clause 4.6** (New Issuer Secured Creditors) of the Issuer Deed of Charge; and
- (d) agrees that the Issuer Security Trustee shall be the Issuer Security Trustee of the Issuer Deed of Charge for all Issuer Secured Creditors upon and subject to the terms set out in the Issuer Deed of Charge.

5. SCOPE OF THE ISSUER DEED OF CHARGE

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

- (a) the Agreement shall be treated as an Issuer Transaction Document; and
- (b) the New Issuer Secured Creditor shall be treated as an Issuer Secured Creditor.

6. [AMENDMENT TO THE ISSUER PRIORITY OF PAYMENTS

The Issuer Secured Creditors agree to amend and restate the Issuer Priority of Payments in accordance with Appendix 1 hereto.]

7. APPLICATION

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

8. NOTICES AND DEMANDS

Any notice or communication under or in connection with this Deed, the Issuer Deed of Charge, the Issuer Master Definitions and Construction Schedule and the Master Definitions and Construction Schedule shall be given in the manner and at the times set out in **Clause 24** (Notices) of the Issuer Deed of Charge to the addresses given in this Clause or at such other address as the recipient may have notified to the other parties hereto and/or thereto in writing.

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

[]
 For the attention of: []
 Telephone: []
 Facsimile: []

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

9. CHOICE OF LAW

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

DULY EXECUTED AND DELIVERED AS A DEED by each of the parties hereto or on its behalf on the date appearing on page 1.

The Issuer

EXECUTED as a DEED by)
FOSSE MASTER ISSUER PLC)
acting by two directors)
SFM Directors Limited and)
SFM Directors (No. 2) Limited

The Issuer Cash Manager

EXECUTED as a DEED by)
SANTANDER UK PLC)
acting by its duly authorised attorney)
By:)
Name:

The Issuer Account Bank

EXECUTED as a DEED by)
SANTANDER UK PLC)
acting by its duly authorised attorney)
By:)
Name:

The Issuer Security Trustee

EXECUTED as a DEED by)
LAW DEBENTURE TRUST)
COMPANY OF NEW YORK)
acting by its)
duly authorised attorney/signatory)

By:
Duly authorised attorney/signatory
Name:

The Original Note Trustee

EXECUTED as a **DEED** by)
LAW DEBENTURE TRUST)
COMPANY OF NEW YORK)
acting by its)
duly authorised attorney/signatory)

By:
Duly authorised attorney/signatory
Name:

The Australian Note Trustee

SIGNED, SEALED and DELIVERED as a **DEED** on behalf of))
BNY TRUST COMPANY OF)
AUSTRALIA LIMITED)
acting by)
in the presence of:)
Witness's signature)
Name)
Address)

The Principal Paying Agent,)
the Exchange Rate Agent, the Agent Bank,)
the Registrar and the Transfer Agent)

EXECUTED as a **DEED** on behalf of)
CITIBANK, N.A., a company incorporated)
in the Unites States of America)

by:)
being a person who, in accordance with)
the laws of that territory, is acting under the)
authority of the company)

The U.S. Paying Agent

EXECUTED as a **DEED** on behalf of)

CITIBANK, N.A., a company incorporated)
in the Unites States of America)

by:
being a person who, in accordance with)
the laws of that territory, is acting under the)
authority of the company)

The Australian Paying Agent, the Australian Registrar, the Australian Issuing Agent and the Australian Calculation Agent

SIGNED, SEALED and DELIVERED as a **DEED** on behalf of)
CITIGROUP PTY LIMITED)
acting by)
)
in the presence of:)
)
Witness's signature)
Name
Address

Issuer Swap Provider

EXECUTED as a **DEED** by)
SANTANDER UK PLC)
acting by its duly authorised attorney)
By:

Name:

Issuer Swap Provider

EXECUTED as a **DEED** by)
ABBEY NATIONAL TREASURY SERVICES PLC)
acting by its duly authorised attorney)

By:
Duly authorised signatory
Name:

Issuer Swap Provider

EXECUTED as a **DEED** by)
CREDIT SUISSE INTERNATIONAL)
acting by its duly authorised attorney)
By:
Name:

Issuer Swap Provider

EXECUTED as a **DEED** by)
UBS AG, LONDON BRANCH)
acting by two duly authorised signatories

By:
Name:

By:
Name:

Issuer Swap Provider

EXECUTED as a **DEED** by)
as attorney for)
NATIONAL AUSTRALIA BANK LIMITED)
(ABN 12 004 044 937)
under power of attorney dated)

(By executing this Deed the attorney states that
the attorney has received no notice of revocation
of the power of attorney)

in the presence of:)
)
Witness's signature)
Name
Address

The Issuer Corporate Services Provider

EXECUTED as a DEED by)
STRUCTURED FINANCE)
MANAGEMENT LIMITED)
acting by)
two directors

New Issuer Secured Creditor

EXECUTED as a DEED by)
[])
acting by two)
directors/a director and the secretary)

Director

Director/Secretary

SCHEDULE 2

FORM OF NOTICE OF CHARGE

From: Fosse Master Issuer plc (the **Issuer**)

To: Fosse Funding (No.1) Limited (**Funding 1**)

Copy: Law Debenture Trust Company of New York (the **Issuer Security Trustee**)

28 November 2006

Dear Sirs,

We hereby give you notice that by a deed of charge dated 28 November 2006 and made between the Issuer, the Issuer Security Trustee and others (the **Issuer Deed of Charge**), the Issuer charged to the Issuer Security Trustee all of its right, title, interest and benefit, present and future, in, to and under the Intercompany Loan Agreement dated 28 November 2006 and the Funding 1 Deed of Charge (each as defined in the Master Definitions and Construction Schedule signed on the date hereof by, *inter alios*, the Issuer and Funding 1).

You are authorised and instructed henceforth to deal with the Issuer Security Trustee in relation to our rights (but not our obligations) under the Intercompany Loan Agreement and the Funding 1 Deed of Charge without further reference to us.

This notice is irrevocable. Please acknowledge receipt of this notice to the Issuer Security Trustee on the attached Consent to Charge.

Yours faithfully,

.....
For and on behalf of
Fosse Master Issuer plc

SCHEDULE 3

FORM OF CONSENT TO CHARGE

From: Fosse Funding (No.1) Limited

To: Law Debenture Trust Company of New York (the **Issuer Security Trustee**)
Fosse Master Issuer plc (the **Issuer**)

28 November 2006

Dear Sirs,

We hereby acknowledge receipt of the notice of charge dated 28 November 2006 relating to the Issuer Deed of Charge (as defined therein) as adequate notice of the charge described therein.

We agree to deal only with the Issuer Security Trustee in relation to the Issuer's rights (but not its obligations) under the Intercompany Loan Agreement and the Funding 1 Deed of Charge referred to, and as defined in, such notice without any reference to the Issuer.

We have not received from any other person any notice of charge of or any interest in the Intercompany Loan Agreement or the Funding 1 Deed of Charge.

Yours faithfully,

.....
SFM Directors Limited, as Director
For and on behalf of
Fosse Funding (No.1) Limited

SCHEDULE 4

FORM OF ISSUER SECURITY POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made on 28 November 2006 by **FOSSE MASTER ISSUER PLC** (registered number 5925693) whose registered office is 35 Great St. Helen's, London EC3A 6AP (the **Principal**).

WHEREAS:

- (1) By virtue of a deed of charge (the **Issuer Deed of Charge**) dated 28 November 2006 between, *inter alios*, the Principal, the Issuer Security Trustee, the Note Trustee, the Agent Bank, the Principal Paying Agent, the Registrar, the Transfer Agent, the Issuer Cash Manager, the Issuer Account Bank, the Issuer Corporate Services Provider and the Issuer Swap Providers (each as referred to therein) provision was made for the execution by the Principal of this Power of Attorney.
- (2) Words and phrases in this Power of Attorney shall (save where expressed to the contrary) have the same meanings respectively as the words and phrases in the Issuer Deed of Charge.

NOW THIS POWER OF ATTORNEY WITNESSETH:

1. The Principal hereby irrevocably and by way of security for the performance of the covenants, conditions, obligations and undertakings on the part of the Principal contained in the Issuer Deed of Charge appoints Law Debenture Trust Company of New York and any other person or persons for the time being the security trustee or security trustees of and under the Issuer Deed of Charge (the **Attorney**) and any receiver (including any administrative receiver) and any manager (the **Receiver**) and/or administrator (the **Administrator**) appointed from time to time by the Attorney or on its behalf its true and lawful attorney for and in the Principal's name or otherwise jointly and severally to do any act, matter or thing which the Attorney, Receiver or Administrator considers in each case bona fide necessary for the protection or preservation of the Attorney's interests and rights in and to the Issuer Charged Property or which ought to be done under the covenants, undertakings and provisions contained in the Issuer Deed of Charge on or at any time after the service of a Note Acceleration Notice or in any other circumstances where the Attorney has become entitled to take the steps referred to in **Clauses 9.4** (Power of sale) to **9.9** (Disposal of Issuer Charged Property) (inclusive) of the Issuer Deed of Charge including (without limitation) any or all of the following:
 - (a) to do every act or thing which the Attorney, Receiver or Administrator may deem to be necessary, proper or expedient for fully and effectually vesting, transferring or assigning the Issuer Security and/or the Issuer Charged Property or any part thereof and/or the Principal's estate, right, title, benefit and/or interest therein or thereto in or to the Attorney and its successors in title or other person or persons entitled to the benefit thereof in the same manner and as fully and effectually in all respects as the Principal could have done; and
 - (b) the power by writing under its hand by an officer of the Attorney (including every Receiver appointed under the Issuer Deed of Charge) from time to time to appoint a substitute attorney (each a **Substitute**) who shall have power to act on behalf of the Principal as if that Substitute shall have been originally appointed Attorney by this Power of Attorney and/or to revoke any such appointment at any time without assigning any reason therefor.
2. In favour of the Attorney, any Receiver and/or Administrator and/or Substitute, or a person dealing with any of them and the successors and assigns of such a person, all acts done and documents executed or signed by the Attorney, a Receiver, an Administrator or a Substitute in the purported exercise of any power conferred by this Power of Attorney shall for all purposes be valid and binding on the Principal and its successors and assigns.

3. The Principal irrevocably and unconditionally undertakes to indemnify the Attorney and each Receiver and/or Administrator and/or Substitute appointed from time to time by the Attorney and their respective estates (each as **Indemnified Party**) against all actions, proceedings, claims, costs, expenses and liabilities of every description arising from the exercise, or the purported exercise, of any of the powers conferred by this Power of Attorney, save where the same arises as the result of the fraud, negligence or wilful default of the relevant Indemnified Party or its officers or employees.
4. The provisions of **paragraph 3 above** shall continue in force after the revocation or termination, howsoever arising, of this Power of Attorney.
5. The laws of England shall apply to this Power of Attorney and the interpretation thereof and to all acts of the Attorney and each Receiver and/or Administrator and/or Substitute carried out or purported to be carried out under the terms hereof.
6. The Principal hereby agrees at all times hereafter to ratify and confirm whatsoever the said Attorney or its attorney or attorneys or any Receiver or Administrator or Substitute shall properly and lawfully do or cause to be done in and concerning the Issuer Security and/or the Issuer Charged Property.

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

EXECUTED as a **DEED** by)
FOSSE MASTER ISSUER PLC)
 acting by two directors, being)
 SFM Directors Limited)
 and SFM Directors (No. 2) Limited)

Witness's Signature:

Name:

Address:

SUPPLEMENTAL ISSUER DEED OF CHARGE

29 APRIL 2016

BETWEEN

FOSSE MASTER ISSUER PLC
(the Issuer)

SANTANDER UK PLC
(the Issuer Account Bank, the Issuer Cash Manager and an Issuer Swap Provider)

LAW DEBENTURE TRUST COMPANY OF NEW YORK
(the Issuer Security Trustee and the Note Trustee)

CITIBANK, N.A., London Branch
(the Principal Paying Agent, the Registrar, the Transfer Agent, the Exchange Rate Agent and the Agent Bank)

CITIBANK, N.A., New York Branch
(the US Paying Agent)

ABBEY NATIONAL TREASURY SERVICES PLC
(an Issuer Swap Provider)

and

STRUCTURED FINANCE MANAGEMENT LIMITED
(the Issuer Corporate Services Provider)

ALLEN & OVERY

Allen & Overy LLP

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THIS SUPPLEMENTAL ISSUER DEED OF CHARGE is made on 29 April 2016

BETWEEN:

- (1) **FOSSE MASTER ISSUER PLC**, a company incorporated in England and Wales with limited liability (registered number 5925693), and having its registered office at 35 Great St. Helen's, London EC3A 6AP (the **Issuer**);
- (2) **SANTANDER UK PLC**, a public limited company incorporated in England and Wales with limited liability (registered number 2294747), whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (acting in its capacity as the **Issuer Cash Manager** appointed by the Issuer under the Issuer Cash Management Agreement);
- (3) **SANTANDER UK PLC**, a public limited company incorporated in England and Wales with limited liability (registered number 2294747), whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (acting in its capacity as the **Issuer Account Bank** appointed by the Issuer under the Issuer Bank Account Agreement);
- (4) **LAW DEBENTURE TRUST COMPANY OF NEW YORK**, acting through its offices at 400 Madison Avenue – 4th Floor, New York, New York 10017 (acting in its capacity as the **Issuer Security Trustee**, which expression includes such company and all other persons or companies for the time being acting as security trustee or security trustees under the Issuer Deed of Charge);
- (5) **LAW DEBENTURE TRUST COMPANY OF NEW YORK**, acting through its offices at 400 Madison Avenue – 4th Floor, New York, New York 10017 (acting in its capacity as the **Note Trustee**, which expression includes such company and all other persons or companies for the time being acting as trustee or trustees for the Noteholders in such capacity under the Note Trust Deed);
- (6) **CITIBANK, N.A. LONDON BRANCH**, acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Principal Paying Agent**);
- (7) **CITIBANK, N.A., LONDON BRANCH**, acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacities as the **Registrar**);
- (8) **CITIBANK, N.A., LONDON BRANCH**, acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacities as the **Transfer Agent**);
- (9) **CITIBANK, N.A., LONDON BRANCH**, acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Exchange Rate Agent**);
- (10) **CITIBANK, N.A. LONDON BRANCH**, acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Agent Bank**);
- (11) **CITIBANK, N.A., NEW YORK BRANCH**, acting through its offices at 14th Floor, 388 Greenwich Street, New York, New York 10013 (acting in its capacity as the **U.S. Paying Agent**);
- (12) **ABBEY NATIONAL TREASURY SERVICES PLC**, whose address is 2 Triton Square, Regent's Place, London NW1 3AN (acting in its capacity as an **Issuer Swap Provider**); and
- (13) **STRUCTURED FINANCE MANAGEMENT LIMITED** a company incorporated in England and Wales with limited liability (registered number 03853947), whose registered office is at 35 Great St. Helen's, London EC3A 6AP (acting in its capacity as the Issuer Corporate Services Provider appointed by the Issuer under the **Issuer Corporate Services Agreement**).

BACKGROUND:

- (A) This Deed is supplemental to the Issuer Deed of Charge made between, among others, the Issuer and the Issuer Security Trustee and dated 28 November 2006 and as supplemented and amended on 11 March 2010, 21 April 2011 and 23 May 2012 (the **Existing Issuer Deed of Charge**).
- (B) On 1 August 2007, Credit Suisse International acceded to the Issuer Deed of Charge in its capacity as an Issuer Swap Provider.
- (C) On 21 August 2008, The Royal Bank of Scotland Plc acceded to the Issuer Deed of Charge in its capacity as an Issuer Swap Provider.
- (D) On 21 August 2008, Alliance & Leicester plc acceded to the Issuer Deed of Charge in its capacity as an Issuer Swap Provider.
- (E) On 23 November 2009, Santander UK plc replaced Alliance & Leicester as the Issuer Account Bank and acceded to the Issuer Deed of Charge in such capacity.
- (F) On 12 March 2010, 3 June 2010, 9 September 2010, 25 May 2011 and 6 December 2011, Abbey National Treasury Services plc acceded to the Issuer Deed of Charge in its capacity as an Issuer Swap Provider.
- (G) On 23 May 2012, Citigroup PTY Limited, in its capacities as Australian Paying Agent, Australian Registrar, Australian Issuing Agent and Australian Calculation Agent, BNY Trust Company of Australia Limited in its capacity as Australian Note Trustee and National Australia Bank Limited in its capacity as an Issuer Swap Provider acceded to the Issuer Deed of Charge.
- (H) On 23 May 2012, The Royal Bank of Scotland N.V., London Branch and The Royal Bank of Scotland Plc retired as Issuer Secured Creditors.
- (I) The parties have agreed to supplement and amend and restate the Existing Issuer Deed of Charge pursuant to this Deed.
- (J) Pursuant to a bank business transfer scheme under Part VII of the Financial Services and Markets Act 2000 (the **Part VII Scheme**), all of Alliance & Leicester's business was transferred to Santander UK. The Part VII Scheme was approved by the Part VII Order and became effective on 28 May 2010 (the **Part VII Effective Date**). Following the approval of the Part VII Scheme which provided for the transfer of this Deed, all accrued rights and obligations of Alliance & Leicester in its capacities as the Issuer Cash Manager and an Issuer Swap Provider under the Existing Deed of Charge and all future rights and obligations of Alliance & Leicester in its capacity as the Issuer Cash Manager and an Issuer Swap Provider under the Existing Deed of Charge were transferred to, and vested in or became liabilities of, Santander UK on the Part VII Effective Date.
- (K) The Australian Paying Agent, the Australian Registrar, the Australian Issuing Agent, the Australian Calculation Agent, BNY Trust Company of Australia Limited and National Australia Bank Limited have ceased to be a party to the Issuer Deed of Charge as the Australian Notes have been redeemed in full.

IT IS AGREED as follows:

1. INTERPRETATION

- 1.1 The master definitions and construction schedule signed by, amongst others, the Issuer and dated 28 November 2006 (as the same may be amended, restated, varied, supplemented, replaced and/or

novated from time to time with the consent of the parties thereto, including on 1 August 2007, 20 December 2007, 23 November 2009, 11 March 2010, 21 April 2011, 6 December 2011 and 27 April 2012, 19 August 2013, 9 October 2014 and the date hereof) (the **Master Definitions and Construction Schedule**) and the issuer master definitions and construction schedule, signed by, amongst others, the parties to this Deed and dated on 28 November 2006 (as the same may be amended, restated, varied, supplemented, replaced and/or novated from time to time with the consent of the parties this Deed, including on 1 August 2007, 20 December 2007, 23 November 2009, 11 March 2010, 21 April 2011, 27 April 2012 and 23 May 2012 and the date hereof) (the **Issuer Master Definitions and Construction Schedule**) are expressly and specifically incorporated into this Deed and, accordingly, the expressions defined in the Master Definitions and Construction Schedule and the Issuer Master Definitions and Construction Schedule shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Deed, including the recitals thereto.

- 1.2 This Deed shall be construed in accordance with the rules of construction set out in the Issuer Master Definitions and Construction Schedule.
- 1.3 On and from the Part VII Effective Date, the Existing Issuer Deed of Charge shall be construed as if Santander UK had always been a party to it instead of Alliance & Leicester in its capacities as the Issuer Cash Manager and an Issuer Swap Provider. Accordingly, on and from the Part VII Effective Date, all rights, liabilities, obligations, powers, trusts, authorities, duties and discretions exercised or performed (or exercisable or performable) by Alliance & Leicester in its capacities as the Issuer Cash Manager and an Issuer Swap Provider under the Existing Issuer Deed of Charge prior to the Part VII Effective Date are deemed to have been exercised or performed (or to have been exercisable or performable) by Santander UK. However, the foregoing shall not apply to the extent inconsistent with the Part VII Scheme or to create or diminish any rights, liabilities, obligations, powers, trusts, authorities, duties or discretions or to create or diminish any other assets and liabilities (as to be defined in the Part VII Scheme) otherwise than as provided for in the Part VII Scheme.

2. AMENDMENT OF THE EXISTING ISSUER DEED OF CHARGE

With effect on and from the date of this Deed, the Existing Issuer Deed of Charge is modified in such manner as would result in the Existing Issuer Deed of Charge as so modified being in the form set out in the Appendix 1 to this Supplemental Issuer Deed of Charge.

3. SUPPLEMENTAL

Save as expressly amended by this Deed, the Existing Issuer Deed of Charge shall remain in full force and effect and the security created thereunder and all of the other rights, powers, obligations and immunities comprised therein and arising pursuant thereto shall remain in full force and effect notwithstanding this Deed. The Existing Issuer Deed of Charge and this Deed shall henceforth be read and construed as one document and references in the Existing Issuer Deed of Charge to "this Deed" shall be read as references to the Existing Issuer Deed of Charge as supplemented and amended by this Deed.

4. COUNTERPARTS

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

This Deed (in relation to any rights or assets situated in Scotland or otherwise governed by Scots law) shall be fully effective and binding on the Issuer upon at least one copy of this Deed having been executed and delivered by the Issuer, notwithstanding that this Deed has not then been executed and delivered by any other party thereto or that such other party has executed or executes or has delivered or delivers a counterpart to this Deed.

5. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

6. LAW AND JURISDICTION

6.1 Governing law

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

6.2 Submission to jurisdiction

The Issuer irrevocably agrees for the benefit of the Issuer Security Trustee and the other Issuer Secured Creditors that the English courts have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Deed (and any non-contractual obligations arising out of or in connection with it) and accordingly submits to the exclusive jurisdiction of the English courts. The Issuer waives any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum. The Issuer Security Trustee and the other Issuer Secured Creditors may take any suit, action or proceeding arising out of or in connection with this Deed (and any non-contractual obligations arising out of or in connection with it) (together referred to as **Proceedings**) against the Issuer in any other court of competent jurisdiction and concurrent Proceedings in any number of jurisdictions.

6.3 Waiver of trial by jury

Each party waives any right it may have to a jury trial of any claim or cause of action in connection with this Deed or any transaction contemplated by this Deed. This Deed may be filed as a written consent to trial by court.

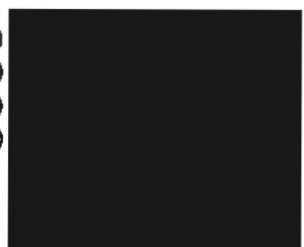
THIS DEED has been executed as a deed by each of the parties and delivered on the date stated at the beginning of this Deed.

The Issuer

EXECUTED as a **DEED** by)
FOSSE MASTER ISSUER PLC)
Per pro SFM Directors Limited as Director)
Per pro SFM Directors (No. 2) Limited as Director)

in the presence of

Witness's Signature:

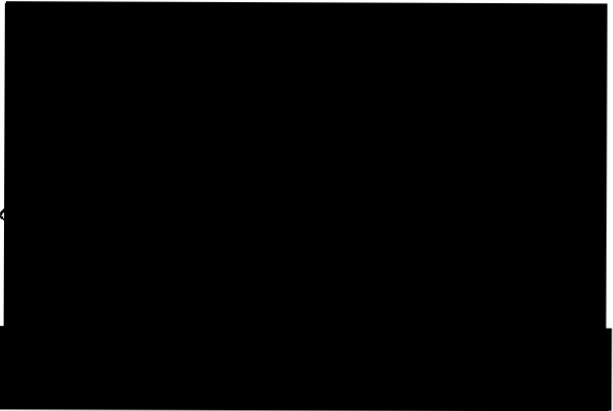


Name:

Address:

The Issuer Security Trustee

EXECUTED as a **DEED** by)
LAW DEBENTURE TRUST)
COMPANY OF NEW YORK)
acting by its duly authorised attorney/signatory)



By:
Duly authorised attorney/signatory
Name:

in the presence of

Witness:
Name:
Address:



The Note Trustee

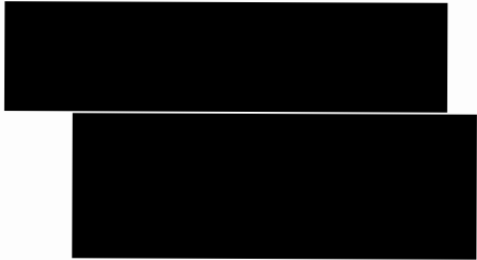
EXECUTED as a **DEED** by)
LAW DEBENTURE TRUST)
COMPANY OF NEW YORK)
acting by its duly authorised attorney/signatory)



By:
Duly authorised attorney/signatory
Name:

in the presence of

Witness:
Name:
Address:



**The Principal Paying Agent, the Agent Bank,
the Exchange Rate Agent, the Registrar
and the Transfer Agent**

**EXECUTED as a DEED on behalf of
CITIBANK, N.A., LONDON BRANCH**
acting by its delegated signatory



The U.S. Paying Agent

**EXECUTED as a DEED on behalf of
CITIBANK, N.A., NEW YORK BRANCH**
a company incorporated
in the United States of America



by:
being a person who, in accordance with
the laws of that territory, is acting under the
authority of the company



The Issuer Account Bank, the Issuer Cash Manager and an Issuer Swap Provider

**EXECUTED as a DEED by
SANTANDER UK PLC**
acting by its duly authorised attorney
By:
Name:

)
)
)

Issuer Swap Provider

**EXECUTED as a DEED by
ABBEY NATIONAL TREASURY SERVICES PLC**
acting by its duly authorised attorney

)
)
)

By:
Duly authorised signatory

Name:

**The Principal Paying Agent, the Agent Bank,
the Exchange Rate Agent, the Registrar
and the Transfer Agent**

EXECUTED as a **DEED** on behalf of
CITIBANK, N.A., LONDON BRANCH)
acting by its delegated signatory)

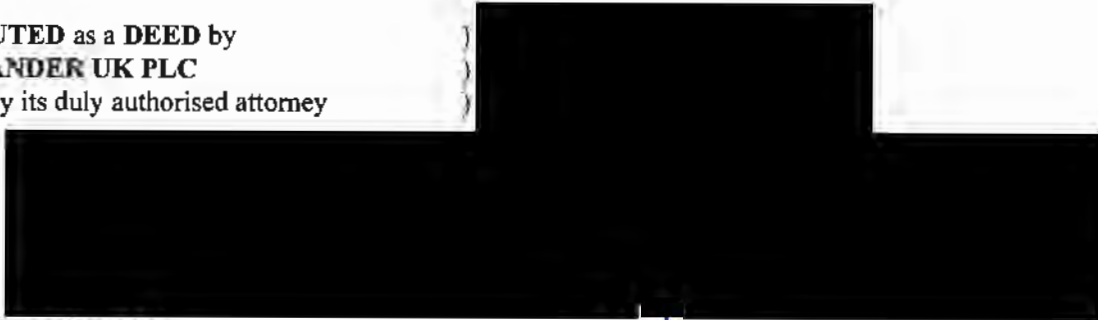
The U.S. Paying Agent

EXECUTED as a **DEED** on behalf of)
CITIBANK, N.A., NEW YORK BRANCH)
a company incorporated)
in the United States of America)

by:
being a person who, in accordance with)
the laws of that territory, is acting under the)
authority of the company)

The Issuer Account Bank, the Issuer Cash Manager and an Issuer Swap Provider

EXECUTED as a **DEED** by)
SANTANDER UK PLC)
acting by its duly authorised attorney)
By:)
Name:)



Issuer Swap Provider

EXECUTED as a **DEED** by)
ABBEY NATIONAL TREASURY SERVICES PLC)
acting by its duly authorised attorney)

By:
Duly authorised signatory

Name:



The Issuer Corporate Services Provider

EXECUTED as a **DEED** by)
STRUCTURED FINANCE)
MANAGEMENT LIMITED)
acting by two)
directors/a director and the secretary)



Director



~~Director~~ Secretary

APPENDIX 1

ISSUER DEED OF CHARGE

ISSUER DEED OF CHARGE

**DATED 28 NOVEMBER 2006 AND AS SUPPLEMENTED AND AMENDED ON 11 MARCH 2010,
21 APRIL 2011, 23 MAY 2012 AND 29 APRIL 2016**

BETWEEN

**FOSSE MASTER ISSUER PLC
(the Issuer)**

**SANTANDER UK PLC
(the Issuer Account Bank, the Issuer Cash Manager and an Issuer Swap Provider)**

**LAW DEBENTURE TRUST COMPANY OF NEW YORK
(the Issuer Security Trustee and the Note Trustee)**

**CITIBANK, N.A., London Branch
(the Principal Paying Agent, the Registrar, the Transfer Agent, the Exchange Rate Agent and the
Agent Bank)**

**CITIBANK, N.A., New York Branch
(the US Paying Agent)**

**ABBHEY NATIONAL TREASURY SERVICES PLC
(an Issuer Swap Provider)**

and

**STRUCTURED FINANCE MANAGEMENT LIMITED
(the Issuer Corporate Services Provider)**

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THIS ISSUER DEED OF CHARGE is dated 28 November 2006, as supplemented and amended on 11 March 2010, 21 April 2011, 23 May 2012 and 29 April 2016

- (1) **FOSSE MASTER ISSUER PLC**, a company incorporated in England and Wales with limited liability (registered number 5925693), and having its registered office at 35 Great St. Helen's, London EC3A 6AP (the **Issuer**);
- (2) **SANTANDER UK PLC**, a public limited company incorporated in England and Wales with limited liability (registered number 2294747), whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (acting in its capacity as the **Issuer Cash Manager** appointed by the Issuer under the Issuer Cash Management Agreement);
- (3) **SANTANDER UK PLC**, a public limited company incorporated in England and Wales with limited liability (registered number 2294747), whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (acting in its capacity as the **Issuer Account Bank** appointed by the Issuer under the Issuer Bank Account Agreement);
- (4) **LAW DEBENTURE TRUST COMPANY OF NEW YORK**, acting through its offices at 767 Third Avenue – 31st Floor, New York, New York 10017 (acting in its capacity as the **Issuer Security Trustee**, which expression includes such company and all other persons or companies for the time being acting as security trustee or security trustees under this Deed);
- (5) **LAW DEBENTURE TRUST COMPANY OF NEW YORK**, acting through its offices at 767 Third Avenue – 31st Floor, New York, New York 10017 (acting in its capacity as the **Note Trustee**, which expression includes such company and all other persons or companies for the time being acting as trustee or trustees for the Noteholders in such capacity under the Note Trust Deed);
- (6) **CITIBANK, N.A., LONDON BRANCH** acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Principal Paying Agent**);
- (7) **CITIBANK, N.A., LONDON BRANCH** acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacities as the **Registrar**);
- (8) **CITIBANK, N.A., LONDON BRANCH** acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacities as the **Transfer Agent**);
- (9) **CITIBANK, N.A., LONDON BRANCH** acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Agent Bank**);
- (10) **CITIBANK, N.A., LONDON BRANCH** acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Exchange Rate Agent**);
- (11) **CITIBANK, N.A., NEW YORK BRANCH** acting through its offices at 14th Floor, 388 Greenwich Street, New York, New York 10013 (acting in its capacity as the **U.S. Paying Agent**);
- (12) **SANTANDER UK PLC**, a public limited company incorporated in England and Wales with limited liability (registered number 2294747), whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (acting in its capacity as an **Issuer Swap Provider**);
- (13) **ABBEY NATIONAL TREASURY SERVICES PLC**, whose address is 2 Triton Square, Regent's Place, London NW1 3AN (acting in its capacity as an **Issuer Swap Provider**); and

- (14) **STRUCTURED FINANCE MANAGEMENT LIMITED** a company incorporated in England and Wales with limited liability (registered number 03853947), whose registered office is at 35 Great St. Helen's, London EC3A 6AP (acting in its capacity as the **Issuer Corporate Services Provider** appointed by the Issuer under the Issuer Corporate Services Agreement).

BACKGROUND:

- (A) The Issuer has agreed to provide the Issuer Security to secure the Issuer Secured Obligations.
- (B) The Issuer Security Trustee has agreed to hold the benefit of the Issuer Security on trust for the benefit of the Issuer Secured Creditors subject to the terms and conditions of this Deed.
- (C) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Construction

- (a) The master definitions and construction schedule signed by, amongst others, the Issuer and dated 28 November 2006 (as the same may be amended, restated, varied, supplemented, replaced and/or novated from time to time with the consent of the parties to this Deed, including without limitation on 1 August 2007, 20 December 2007, 23 November 2009, 11 March 2010, 21 April 2011, 6 December 2011, 27 April 2012, 19 August 2013, 9 October 2014 and the date hereof) (the **Master Definitions and Construction Schedule**) and the issuer master definitions and construction schedule, signed by, amongst others, the parties to this Deed (as the same may be amended, restated, varied, supplemented, replaced and/or novated from time to time with the consent of the parties to this Deed, including without limitation on 28 November 2006, 1 August 2007, 20 December 2007, 23 November 2009, 11 March 2010, 21 April 2011, 27 April 2012 and 23 May 2012 and the date hereof) (the **Issuer Master Definitions and Construction Schedule**) are expressly and specifically incorporated into this Deed and, accordingly, the expressions defined in the Master Definitions and Construction Schedule and the Issuer Master Definitions and Construction Schedule shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Deed, including the recitals thereto.
- (b) This Deed shall be construed in accordance with the rules of construction set out in the Issuer Master Definitions and Construction Schedule.
- (c) If there is any conflict between the provisions of the Master Definitions and Construction Schedule, the Issuer Master Definitions and Construction Schedule and the provisions of this Deed, the provisions of this Deed shall prevail.
- (d) The term **this Deed** means this Deed and any deed executed in accordance with, or expressed to be supplemental to, this Deed.
- (e) Any covenant of the Issuer under this Deed (other than a payment obligation) shall remain in force during the Issuer Security Period.
- (f) The terms of the other Issuer Transaction Documents are incorporated in this Deed to the extent required to give effect thereto and/or to ensure that any purported disposition

contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1994 (the **LP (MP) Act**).

- (g) Unless the context otherwise requires, a reference to an Issuer Charged Property includes the proceeds of sale of that Issuer Charged Property.
- (h) The term **full title guarantee** will be construed in accordance with the LP (MP) Act but so that the covenants implied by the LP (MP) Act in respect of the Issuer Security do not include:
 - (i) the words "other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about" in section 3(1)(b) of the LP (MP) Act; and
 - (ii) section 6(2) of the LP (MP) Act.

2. SECURITY TRUST

2.1 Declaration of Trust

The Issuer Security Trustee holds all of the covenants, undertakings, Security Interests and other rights and benefits made or given under this Deed and the other Issuer Transaction Documents on trust for itself and the other Issuer Secured Creditors upon and subject to the terms and conditions of this Deed.

3. CREATION OF ISSUER SECURITY

3.1 General

- (a) All the Issuer Security:
 - (i) is created in favour of the Issuer Security Trustee for itself and as trustee on behalf of the other Issuer Secured Creditors;
 - (ii) is created over the present and future assets of the Issuer;
 - (iii) is security for the payment or discharge of the Issuer Secured Obligations; and
 - (iv) is made with full title guarantee or, in relation to any rights or assets situated in (A) Northern Ireland or governed by Northern Irish law, as beneficial owners and (B) Scotland or otherwise governed by Scots law, with absolute warrandice.
- (b) The term **all of its rights** as used in this Clause includes, unless the context requires otherwise:
 - (i) the benefit of all covenants, undertakings, representations, warranties and indemnities;
 - (ii) all powers and remedies of enforcement and/or protection;
 - (iii) all rights to receive payment of all amounts assured or payable (or to become payable), all rights to serve notices and/or to make demands and all rights to take such steps as are required to cause payment to become due and payable; and

- (iv) all causes and rights of action in respect of any breach and all rights to receive damages or obtain other relief in respect thereof,

in each case, in respect of the relevant Issuer Charged Property.

3.2 Contracts

The Issuer assigns by way of first fixed security (or, to the extent not assignable, charges by way of a first fixed charge) all of its rights in respect of the Issuer Charged Documents (without prejudice to, and after giving effect to, any contractual netting provision contained in an Issuer Swap Agreement).

3.3 Issuer Accounts

The Issuer charges by way of a first fixed charge all of its rights in respect of:

- (a) any amount standing from time to time to the credit of the Issuer Accounts;
- (b) all interest paid or payable in relation to those amounts; and
- (c) all debts represented by those amounts.

3.4 Authorised Investments

The Issuer charges by way of a first fixed charge all of its rights in respect of:

- (a) the Authorised Investments made or purchased from time to time by or on behalf of the Issuer (whether owned by it or held by any nominee on its behalf) using moneys standing to the credit of the Issuer Accounts; and
- (b) all interest, moneys and proceeds paid or payable in relation to those Authorised Investments.

3.5 Miscellaneous

The Issuer charges by way of a first fixed charge all of its rights in respect of:

- (a) the benefit of all authorisations (statutory or otherwise) held in connection with its use of any Issuer Charged Property; and
- (b) any compensation which may be payable to it in respect of those authorisations.

3.6 Floating charge

- (a) The Issuer charges by way of a first floating charge all of its undertaking and all of its property and assets (including, without limitation, its uncalled capital) other than any property or assets at any time otherwise effectively charged or assigned by way of fixed charge or assignment under this Clause 3 (but excepting from the foregoing exclusion all of the Issuer's undertaking, property and assets situated in Scotland or the rights to which are governed by Scots law, all of which are charged by the floating charge hereby created).
- (b) Except as provided below, the Issuer Security Trustee may, by notice to the Issuer, (and so far as permitted by applicable law), convert the floating charge created under this Clause 3 into a fixed charge as regards any of the Issuer's assets subject to the floating charge specified in that notice, if:

- (i) a Note Event of Default occurs;
 - (ii) the Issuer Security Trustee considers those assets or any part thereof to be in danger of being seized or sold under any form of distress, attachment, execution, diligence or other legal process or to be otherwise in jeopardy; and/or
 - (iii) a circumstance occurs which the Issuer Security Trustee considers to (or to be likely to) prejudice, imperil or threaten the Issuer Security.
- (c) Except as provided below, the floating charge created by this Clause 3 will automatically (so far as permitted by applicable law) convert into a fixed charge as regards:
- (i) all of the Issuer's assets subject to the floating charge, upon the service of a Note Acceleration Notice; and/or
 - (ii) any assets of the Issuer subject to the floating charge, if those assets (contrary to the covenants and undertakings contained in the Issuer Transaction Documents):
 - (A) are or become subject to a Security Interest in favour of any person other than the Issuer Security Trustee; or
 - (B) are or become the subject of a sale, transfer or other disposition, immediately prior to that Security Interest arising or that sale, transfer or other disposition being made.
- (d) The floating charge created by this Clause 3 may not be converted into a fixed charge solely by reason of:
- (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium, under Section 1 of the Insolvency Act 1986 or the Insolvency (Northern Ireland) Order 2002 (if appropriate).
- (e) The floating charge created by this Clause 3 is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986 and for the purpose of paragraph 15 of Schedule B1 to the Insolvency (Northern Ireland) Order 1989 (as amended) (if appropriate).

4. ACKNOWLEDGEMENTS AND UNDERTAKINGS

4.1 Issuer Security

- (a) This Deed constitutes notice in writing to each Issuer Secured Creditor of the assignment or assignation of all of the Issuer's rights to the Issuer Charged Documents under Clause 3.2 (Contracts).
- (b) By executing this Deed, each Issuer Secured Creditor acknowledges and consents to the assignment or assignation referred to in this Clause 4.1 and the other Security Interests made or granted under this Deed and confirms that as of the date of this Deed it has not received from any other person notice of any assignment, assignation or charge of any Issuer Charged Property.

- (c) Immediately upon the execution of this Deed, the Issuer will deliver a notice of charge substantially in the form set out in **Schedule 2** (Form of Notice of Charge) to Funding 1 and will use all reasonable endeavours to procure delivery to the Issuer Security Trustee on the date of this Deed of receipt from Funding 1 substantially in the form set out in **Schedule 3** (Form of Consent to Charge).
- (d) Each Issuer Secured Creditor acknowledges the Issuer Security, and covenants to the Issuer Security Trustee not to do anything inconsistent with the Issuer Security or knowingly to prejudice that security or any of the Issuer Charged Property (or the Issuer Security Trustee's interest in those assets) provided that, subject to Clause 5 (Restrictions on Exercise of Certain Rights), this Deed does not limit the rights of any of the Issuer Secured Creditors under the Issuer Transaction Documents.

4.2 Registration of Issuer Security

Within 21 calendar days of the date of creating the Issuer Security the Issuer undertakes to file (or to procure that a filing is made) with the Registrar of Companies pursuant to the provisions of Chapter 1 of Part XII of the Companies Act 1985 a duly completed Form 395 in respect of itself together with the required registration fee and an executed copy of this Deed.

4.3 Transaction Documents

Each Issuer Secured Creditor acknowledges that it is bound by, and deemed to have notice of, all of the provisions of the Issuer Transaction Documents as if it was a party to each Issuer Transaction Document however no Issuer Secured Creditor has any obligation or duty under any Issuer Transaction Document unless it is a party to the relevant Issuer Transaction Document or it is specified to have obligations or duties under the relevant Issuer Transaction Document.

4.4 Payments to the Issuer

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

4.5 Exercise of rights under Issuer Charged Documents

- (a) Subject to Clause 8 and Clause 12, without prejudice to the rights of the Issuer Security Trustee after the security created under this Deed has become enforceable, the Issuer hereby authorises the Issuer Security Trustee, prior to the security created by this Deed becoming enforceable, to exercise or direct the exercise, or refrain from exercising or directing the exercise of, all rights, powers, authorities, discretions and remedies of the Issuer under or in respect of the Issuer Charged Documents referred to in Clause 3.2 (Contracts). For the avoidance of doubt, the Issuer Security Trustee shall not be required to have regard to the interests of the Issuer in the exercise or non-exercise or the direction or non-direction of the exercise of any such rights, powers, authorities, discretions and remedies or to comply with any direction given by the Issuer in relation thereto.
- (b) The Issuer shall not, without the prior written consent of the Issuer Security Trustee:
 - (i) permit any of the Issuer Charged Documents to which it is a party to become invalid or ineffective or the priority of the security interests created or evidenced thereby or pursuant thereto to be varied;

- (ii) consent to any variation of, or exercise any powers of consent or waiver pursuant to, the terms of any of the Issuer Charged Documents; or
- (iii) permit any party to any of the Issuer Charged Documents or any other person whose obligations form part of the Issuer Charged Property to be released from its obligations.

4.6 New Issuer Secured Creditors

- (a) In order to become a New Issuer Secured Creditor a creditor of the Issuer must enter into an Accession Deed in the form or substantially in the form set out in Schedule 1 (Form of Accession Deed).
- (b) Each New Issuer Secured Creditor will be bound by the provisions of this Deed as if it contained covenants by each New Issuer Secured Creditor in favour of the Issuer Security Trustee and every other Issuer Secured Creditor to observe and be bound by all provisions of this Deed which apply to Issuer Secured Creditors.

4.7 Issuer Swap Collateral Account

- (a) The Issuer, the Issuer Cash Manager and the Issuer Security Trustee agree that, in the event that an Issuer Swap Collateral Account is opened in accordance with clause 3.3 of the Issuer Bank Account Agreement, the Issuer or the Issuer Cash Manager on its behalf and the Issuer Security Trustee shall ensure that the bank with whom such Issuer Swap Collateral Account is opened shall pay, on the first Business Day of each month, in respect of the previous month:
 - (i) interest on any cleared balances credited to such Issuer Swap Collateral Account in Sterling, at the SONIA rate;
 - (ii) interest on any cleared balances credited to such Issuer Swap Collateral Account in US Dollars, at the Federal Funds Rate;
 - (iii) interest on any cleared balances credited to such Issuer Swap Collateral Account in Euro, at the EONIA rate;
 - (iv) interest on any cleared balances credited to such Issuer Swap Collateral Account in Yen, at the Bank of Japan Rate; and
 - (v) interest on any cleared balances credited to such Issuer Swap Collateral Account in Australian Dollars, at the RBA Target Cash Rate.
- (b) The Issuer, the Issuer Cash Manager and the Issuer Security Trustee further agree that no material amendments may be made to any duly executed mandate relating to the Issuer Swap Collateral Accounts without the express written consent of each of the Issuer Swap Providers with an interest in such Issuer Swap Collateral Account.

5. RESTRICTIONS ON EXERCISE OF CERTAIN RIGHTS

5.1 Payments to Issuer Accounts

At all times prior to the release, re-assignment, retrocession and/or discharge of the Issuer Security under Clause 18 (Release), the Issuer will, save as otherwise provided in the Issuer Transaction Documents or unless the Issuer Security Trustee otherwise agrees in writing, procure that all

amounts received by the Issuer under or in respect of the Issuer Transaction Documents will be credited to the Issuer Accounts in accordance with the terms of the Issuer Transaction Documents.

5.2 No withdrawals from Issuer Accounts

No payment, transfer and/or withdrawal may be made from any of the Issuer Accounts other than as expressly permitted under this Deed or the Issuer Cash Management Agreement, or with the prior written consent of the Issuer Security Trustee.

5.3 No enforcement by Issuer Secured Creditors

- (a) Except as provided below, each of the Issuer Secured Creditors (other than, in the case of paragraph (iii) below, the Note Trustee, the Australian Note Trustee and the Issuer Security Trustee) agrees with the Issuer and the Issuer Security Trustee that:
- (i) only the Issuer Security Trustee may enforce the Issuer Security in accordance with the terms and conditions of this Deed;
 - (ii) it will not take any steps or proceedings to procure the winding up, administration or liquidation of the Issuer; and
 - (iii) it will not take any other steps or action against the Issuer or the Issuer Charged Property for the purpose of recovering any of the Issuer Secured Obligations (including by exercising any rights of set-off) or enforcing any rights arising out of the Issuer Transaction Documents against the Issuer.
- (b) If the Note Trustee has failed to serve a Note Acceleration Notice or to give directions to the Issuer Security Trustee to enforce the Issuer Security or the Issuer Security Trustee has failed to enforce the Issuer Security, in each case, within 30 days of becoming bound under the terms of the Conditions, the Note Trust Deed, the Australian Conditions, the Australian Deed Poll or this Deed, as the case may be, so to do, and that failure is continuing or, if there are no Notes outstanding, then each of the Issuer Secured Creditors (other than the Noteholders, to whom the provisions of Condition 10 or Australian Condition 10 (as applicable) shall apply) will be entitled to take any steps and proceedings against the Issuer for the purpose of recovering any of the Issuer Secured Obligations or enforcing any rights arising out of the Issuer Transaction Documents as it considers necessary or take any other proceedings (including lodging an appeal in any proceedings) in respect of or concerning the Issuer or the Issuer Charged Property other than any steps or proceedings:
- (i) in respect of procuring the winding up, administration or liquidation of the Issuer; and/or
 - (ii) which would result in the breach by it of Clause 6 (Payments out of the Issuer Accounts Prior to Acceleration) and/or Clause 7 (Payments out of the Issuer Accounts Upon Acceleration) and/or any term of the other Issuer Transaction Documents.

5.4 Limited recourse

- (a) Each of the Issuer Secured Creditors (except for the Noteholders in respect of Notes issued prior to 21 April 2011 (other than Class Z Notes)) hereby agrees that, notwithstanding any other provision of any Issuer Transaction Document, all obligations of the Issuer to each Issuer Secured Creditor (except for the Noteholders in respect of Notes issued prior to 21 April 2011 (other than Class Z Notes)) in respect of the Issuer Secured Obligations owing to

each Issuer Secured Creditor (except for the Noteholders in respect of Notes issued prior to 21 April 2011 (other than Class Z Notes)) are limited in recourse as set out below:

- (i) in the event of non-payment of any sum due and payable to an Issuer Secured Creditor (except for the Noteholders in respect of Notes issued prior to 21 April 2011 (other than Class Z Notes)), its only remedy shall be enforcement of the Issuer Security in accordance with the provisions of this Deed and the other Issuer Transaction Documents; and
- (ii) in the event that the net proceeds of enforcing and (as fully as practicable and over whatever time period the Issuer Security Trustee considers reasonably necessary) realising all the Issuer Security are (after application of the proceeds in accordance with the provisions of this Deed) insufficient to discharge in full the amount of any Issuer Secured Obligation owed to an Issuer Secured Creditor (except for the Noteholders in respect of Notes issued prior to 21 April 2011 (other than Class Z Notes)), the Issuer's obligation in respect of the unpaid amount shall be automatically extinguished and such Issuer Secured Creditor shall have no further claim against the Issuer in respect of such unpaid amount.

(b) The provisions of this Clause 5.4 shall survive the termination of this Deed.

5.5 Amounts received by Issuer Secured Creditors

Each Issuer Secured Creditor agrees that if any amount is received by it (including by way of set-off) in respect of any Issuer Secured Obligation owed to it other than in accordance with the provisions of this Deed, then an amount equal to the difference between the amount so received by it and the amount that it would have received had it been paid in accordance with the provisions of this Deed shall be received and held by it as trustee for the Issuer Security Trustee and shall be paid over to the Issuer Security Trustee immediately upon receipt so that such amount can be applied in accordance with the provisions of this Deed.

6. PAYMENTS OUT OF THE ISSUER ACCOUNTS PRIOR TO ACCELERATION

6.1 Application

No payment, transfer and/or withdrawal may be made from any of the Issuer Accounts:

- (a) at any time upon and after enforcement of the Issuer Security without the prior written consent of the Issuer Security Trustee; and/or
- (b) under this Clause at any time upon and after a Note Acceleration Notice has been served.

6.2 Priority of payments for Issuer Revenue Receipts – prior to service of a Note Acceleration Notice and service of an Intercompany Loan Acceleration Notice

Notwithstanding the Issuer Security, but subject to Clause 6.1 (Application) and this Clause 6.2, the Issuer, or the Issuer Cash Manager on behalf of the Issuer, will withdraw funds standing to the credit of the Issuer Transaction Account representing Issuer Revenue Receipts on each Interest Payment Date (or on another date in respect of certain payments identified therein made to satisfy certain liabilities of the type described therein if those payments are due on that other date) to be applied in accordance with the terms and conditions of the Issuer Cash Management Agreement in the order of priority (in each case, only to the extent that payments of a higher order of priority have been made in full) as set out in paragraph 3 of schedule 2 of the Issuer Cash Management Agreement, provided that any amounts raised by the Issuer by way of an issuance of Notes or an Increase Amount under

any Class Z Variable Funding Note and standing to the credit of the Issuer Transaction Account will not be applied by the Issuer in accordance with such priority and such amounts will be advanced on such day by the Issuer to Funding 1 pursuant to the Intercompany Loan Agreement as a Loan Tranche corresponding to such Notes or the Class Z Variable Funding Note to which such Increase Amount relates.

6.3 Priority of payments of Issuer Principal Receipts – prior to service of a Note Acceleration Notice or service of an Intercompany Loan Acceleration Notice

Notwithstanding the Issuer Security, but subject to Clause 6.1 (Application) and this Clause 6.3, the Issuer, or the Issuer Cash Manager on behalf of the Issuer, will withdraw funds standing to the credit of the Issuer Transaction Account representing Issuer Principal Receipts on each Interest Payment Date to be applied in accordance with the terms and conditions of the Issuer Cash Management Agreement in the order of priority (in each case, only to the extent that payments of a higher order of priority have been made in full) as set out in paragraph 4 of schedule 2 to the Issuer Cash Management Agreement, provided that any amounts raised by the Issuer by way of an issuance of Notes or an Increase Amount under any Class Z Variable Funding Note and standing to the credit of the Issuer Transaction Account will not be applied by the Issuer in accordance with such priority and such amounts will be advanced on such day by the Issuer to Funding 1 pursuant to the Intercompany Loan Agreement as a Loan Tranche corresponding to such Notes or the Class Z Variable Funding Note to which such Increase Amount relates.

6.4 Authorised Investments

- (a) Notwithstanding the Issuer Security, but subject to Clause 6.1 (Application), the Issuer, or the Issuer Cash Manager on behalf of the Issuer, may withdraw amounts standing to the credit of the Issuer Accounts from time to time for the purpose of acquiring Authorised Investments in accordance with the terms of the Issuer Bank Account Agreement and the Issuer Cash Management Agreement. All amounts received in respect of any Authorised Investments (including any amounts received as a result of a disposal under paragraph (b) below) will be deposited into the relevant Issuer Transaction Account.
- (b) Notwithstanding the Issuer Security, the Issuer, or the Issuer Cash Manager on behalf of the Issuer, may sell or redeem or otherwise dispose of any Authorised Investments on any day prior to the enforcement of the Issuer Security subject to the terms and conditions of this Deed and the Issuer Cash Management Agreement.

6.5 Enforcement When Not All Amounts Due and Payable

If the Issuer Security Trustee enforces the Issuer Security at a time when either no amounts or not all amounts owing in respect of the Issuer Secured Obligations have become due and payable, the Issuer Security Trustee (or a Receiver) may, for so long as no such amounts or not all such amounts have become due and payable, pay any monies referred to in this Clause 6 into, and retain such monies in, an interest-bearing account (a **retention account**) to be held by it as security and applied by it in accordance with this Clause 6 as and when any of the amounts referred to therein become due and payable.

7. PAYMENTS OUT OF THE ISSUER ACCOUNTS UPON ACCELERATION

7.1 Payment of Issuer Revenue Receipts after service of a Note Acceleration Notice but prior to the service of an Intercompany Loan Acceleration Notice

- (a) From and including the time when a Note Acceleration Notice has been served on the Issuer but prior to the service of an Intercompany Loan Acceleration Notice, the Issuer Cash Manager or, if the

Issuer Security has also been enforced, the Issuer Security Trustee (or any Receiver) will apply all Issuer Revenue Receipts and all other amounts received or recovered by the Issuer Security Trustee or any Receiver for the benefit of the Issuer Secured Creditors in respect of the Issuer Secured Obligations in accordance with Clause 6.2 (Priority of payments for Issuer Revenue Receipts – prior to service of a Note Acceleration Notice and service of an Intercompany Loan Acceleration Notice), except that such amount will be applied on the date of receipt or recovery, and as if:

- (i) any reference in the Issuer Cash Management Agreement to the Issuer Pre-Acceleration Revenue Priority of Payments to an amount payable by the Issuer which is not an Issuer Secured Obligation were deleted; and
 - (ii) Clause 6.2 (Priority of payments for Issuer Revenue Receipts – prior to service of a Note Acceleration Notice and service of an Intercompany Loan Acceleration Notice) and the Issuer Pre-Acceleration Revenue Priority of Payments were expressed to be subject to the provisions of Clause 6.5 (Enforcement When Not All Amounts Due and Payable).
- (b) Following the service of a Note Acceleration Notice, at the written request of the Issuer Security Trustee, the Issuer Cash Manager shall cease to act as an agent for the Issuer and shall instead act as an agent of the Issuer Security Trustee with respect to the provision of the services pursuant to the Issuer Cash Management Agreement.

7.2 Priority of payments of Issuer Principal Receipts – after Note Acceleration but before Intercompany Loan Acceleration

Following the service of a Note Acceleration Notice but prior to the service of an Intercompany Loan Acceleration Notice on Funding 1, the Issuer Cash Manager or, if the Issuer Security has been enforced, the Issuer Security Trustee (or Receiver appointed on its behalf) will apply Issuer Principal Receipts on each Interest Payment Date or such other date to repay the Notes in the following manner (the **Issuer Post-Acceleration Principal Priority of Payments**):

- (a) the Class A Notes: from principal amounts received by the Issuer or the Issuer Security Trustee (as the case may be) from Funding 1 in respect of each AAA Loan Tranche (and in respect of (ii) below, the principal amounts received (if any) from the Issuer Swap Providers under the relevant Issuer Swap Agreements in respect of the related Series and Class of Notes) or otherwise recovered:
 - (i) to pay amounts due and payable (in respect of principal) to the relevant Issuer Swap Providers in respect of the related Series and Class of Class A Notes in accordance with the terms of the relevant Issuer Swap Agreements; and
 - (ii) to pay amounts due and payable in respect of principal (if any) on the related Series and Class of Class A Notes;
- (b) the Class B Notes: from principal amounts received by the Issuer or the Issuer Security Trustee (as the case may be) from Funding 1 in respect of each AA Loan Tranche (and in respect of (ii) below, the principal amounts received (if any) from the Issuer Swap Providers under the relevant Issuer Swap Agreements in respect of the related Series and Class of Notes) or otherwise recovered:
 - (i) to pay amounts due and payable (in respect of principal) to the relevant Issuer Swap Providers in respect of the related Series and Class of Class B notes in accordance with the terms of the relevant Issuer Swap Agreements; and

- (ii) to pay amounts due and payable in respect of principal (if any) on the related Series and Class of Class B Notes;
- (c) the Class M Notes: from principal amounts received by the Issuer or the Issuer Security Trustee (as the case may be) from Funding 1 in respect of each A Loan Tranche (and in respect of (ii) below, the principal amounts received (if any) from the Issuer Swap Providers under the relevant Issuer Swap Agreements in respect of the related Series and Class of Notes) or otherwise recovered:
 - (i) to pay amounts due and payable (in respect of principal) to the relevant Issuer Swap Providers in respect of the related Series and Class of Class M Notes in accordance with the terms of the relevant Issuer Swap Agreements; and
 - (ii) to pay amounts due and payable in respect of principal (if any) on the related Series and Class of Class M Notes;
- (d) the Class C Notes: from principal amounts received by the Issuer or the Issuer Security Trustee (as the case may be) from Funding 1 in respect of each BBB Loan Tranche (and in respect of (ii) below, the principal amounts received (if any) from the Issuer Swap Providers under the relevant Issuer Swap Agreements in respect of the related Series and Class of Notes) or otherwise recovered:
 - (i) to pay amounts due and payable (in respect of principal) to the relevant Issuer Swap Providers in respect of the related Series and Class of Class C Notes in accordance with the terms of the relevant Issuer Swap Agreements; and
 - (ii) to pay amounts due and payable in respect of principal (if any) on the related Series and Class of Class C Notes;
- (e) the Class D Notes: from principal amounts received by the Issuer or the Issuer Security Trustee (as the case may be) from Funding 1 in respect of each BB Loan Tranche (and in respect of (ii) below, the principal amounts received (if any) from the Issuer Swap Providers under the relevant Issuer Swap Agreements in respect of the related Series and Class of Notes) or otherwise recovered:
 - (i) to pay amounts due and payable (in respect of principal) to the relevant Issuer Swap Providers in respect of the related Series and Class of Class D Notes in accordance with the terms of the relevant Issuer Swap Agreements; and
 - (ii) to pay amounts due and payable in respect of principal (if any) on the related Series and Class of Class D Notes; and
- (f) the Class Z Notes: from principal amounts received by the Issuer or the Issuer Security Trustee (as the case may be) from Funding 1 in respect of each NR Loan Tranche or otherwise recovered, to pay amounts due and payable in respect of principal (if any) on the related Series and Class of Class Z Notes.

The amounts standing to the credit of any sub-ledger of the Issuer Principal Ledger (in respect of a Series and Class of Notes) may only be applied by the Issuer Cash Manager or following enforcement of the Issuer Security, the Issuer Security Trustee to pay the principal amounts due (if any) in respect of such Series and Class of Notes under the Issuer Post-Acceleration Principal Priority of Payments.

7.3 Priority of payments of Issuer Principal Receipts and Issuer Revenue Receipts – after Intercompany Loan Acceleration

- (a) Following the service of an Intercompany Loan Acceleration Notice on Funding 1 all amounts received by the Issuer Cash Manager or, following the enforcement of the Issuer Security all amounts received or recovered by the Issuer Security Trustee (or a Receiver appointed on its behalf) shall be applied in accordance with the order of priorities set out in paragraph (b) below (known as the **Issuer Post-Enforcement Priority of Payments Following an Intercompany Loan Acceleration**).
- (b) On any day following the service of an Intercompany Loan Acceleration Notice on which Funding 1 amounts are received by the Issuer Cash Manager or, following the enforcement of the Issuer Security, amounts are received or recovered by the Issuer Security Trustee, the Issuer Cash Manager or the Issuer Security Trustee, as applicable, will apply amounts (other than amounts representing (i) any Excess Swap Collateral which shall be returned directly to the relevant Issuer Swap Provider and (ii) in respect of each Issuer Swap Provider, prior to the designation of an Early Termination Date under the relevant Issuer Swap Agreement and the resulting application of the collateral by way of netting or set-off, an amount equal to the value of all collateral (other than Excess Swap Collateral) provided by such Issuer Swap Provider to the Issuer pursuant to the relevant Issuer Swap Agreement (and any interest or distributions in respect thereof; provided that the Issuer Security Trustee has received prior written confirmation from the relevant Issuer Swap Provider of the amounts (if any) due under subclauses (i) and (ii) beforehand which confirmation shall be binding and conclusive on all parties)) received or recovered following acceleration of the Intercompany Loan and/or enforcement of the Issuer Security as follows (in each case, only to the extent that payments of a higher order of priority have been paid in full):
 - (i) without priority among them but in proportion to the respective amounts due, to pay amounts due to:
 - (A) the Issuer Security Trustee and any Receiver appointed by the Issuer Security Trustee together with interest and any amount in respect of VAT on those amounts and any amounts then due or to become due to the Issuer Security Trustee and the Receiver under the provisions of this Deed;
 - (B) the Note Trustee together with interest and any amount in respect of VAT on those amounts and any amounts then due or to become due and payable to the Note Trustee under the provisions of the Note Trust Deed;
 - (C) the Australian Note Trustee together with interest and any amount in respect of GST on those amounts and any amounts then due or to become due and payable to the Australian Note Trustee under the provisions of the Note Trust Deed or the Australian Deed Poll;
 - (D) the Agent Bank, the Paying Agents, the Registrar, the Exchange Rate Agent and the Transfer Agent together with interest and any amount in respect of VAT on those amounts and any costs, charges, liabilities and expenses then due or to become due and payable to them under the provisions of the Paying Agent and Agent Bank Agreement; and
 - (E) the Australian Issuing Agent, the Australian Paying Agent, the Australian Registrar and the Australian Calculation Agent together with interest and any amount in respect of GST on those amounts and any costs, liabilities

and expenses then due or to become due and payable to them under the provisions of the Australian Agency Agreement;

- (ii) without priority among them but in proportion to the respective amounts due, towards payment of amounts (together with any amount in respect of VAT on those amounts) due and payable to the Issuer Cash Manager under the Issuer Cash Management Agreement and to the Issuer Corporate Services Provider under the Issuer Corporate Services Agreement and to the Issuer Account Bank under the Issuer Bank Account Agreement;
- (iii) subject to item (iv) below, without priority among them but in proportion to the respective amounts due, to pay amounts due to the Issuer Swap Providers for each Series of Class A Notes (excluding any termination payment);
- (iv) without priority among them but in proportion to the respective amounts due, to pay interest due or overdue on, and to repay principal of, the applicable Series of Class A Notes and to pay any Swap Termination Payment due to the Issuer Swap Provider for each Series of Class A Notes (but excluding any Issuer Swap Excluded Termination Amount) provided that if the amounts available for distribution under this item (iv) (on the assumption that no amounts are due and payable under item (iii) and no amounts are received from any Issuer Swap Provider) would be insufficient to pay the sterling equivalent of the amounts due and payable under this item (iv), the shortfall will be divided amongst all such amounts on a *pro rata* basis and the amount payable by the Issuer to the Issuer Swap Provider in respect of any Series of Class A Notes under item (iii) above will be reduced by the amount of the shortfall applicable to that Series of Class A Notes;
- (v) subject to item (vi) below, without priority among them but in proportion to the respective amounts due, to pay amounts due to the Issuer Swap Providers for each Series of Class B Notes (excluding any termination payment);
- (vi) without priority among them but in proportion to the respective amounts due, to pay interest due or overdue on, and to repay principal of, the applicable Series of Class B Notes and to pay any Swap Termination Payment due to the Issuer Swap Provider for each Series of Class B Notes (but excluding any Issuer Swap Excluded Termination Amount) provided that if the amounts available for distribution under this item (vi) (on the assumption that no amounts are due and payable under item (v) and no amounts are received from any Issuer Swap Provider) would be insufficient to pay the sterling equivalent of the amounts due and payable under this item (vi), the shortfall will be divided amongst all such amounts on a *pro rata* basis and the amount payable by the Issuer to the Issuer Swap Provider in respect of any Series of Class B Notes under item (v) above will be reduced by the amount of the shortfall applicable to that Series of Class B Notes;
- (vii) subject to item (vii) below, without priority among them but in proportion to the respective amounts due, to pay amounts due to the Issuer Swap Providers for each Series of Class M Notes (excluding any termination payment);
- (viii) without priority among them but in proportion to the respective amounts due, to pay interest due or overdue on, and to repay principal of, the applicable Series of Class M Notes and to pay any Swap Termination Payment due to the Issuer Swap Provider for each Series of Class M Notes (but excluding any Issuer Swap Excluded Termination Amount) provided that if the amounts available for distribution under

this item (viii) (on the assumption that no amounts are due and payable under item (vii) above and no amounts are received from any Issuer Swap Provider) would be insufficient to pay the sterling equivalent of the amounts due and payable under this item (viii), the shortfall will be divided amongst all such amounts on a pro rata basis and the amount payable by the Issuer to the Issuer Swap Provider in respect of any Series of Class M Notes under item (vii) above will be reduced by the amount of the shortfall applicable to that Series of Class M Notes;

- (ix) subject to item (x) below, without priority among them but in proportion to the respective amounts due, to pay amounts due to the Issuer Swap Providers for each Series of Class C Notes (excluding any termination payment);
- (x) without priority among them but in proportion to the respective amounts due, to pay interest due or overdue on, and to repay principal of, the applicable Series of Class C Notes and to pay any Swap Termination Payment due to the Issuer Swap Provider for each Series of Class C Notes (but excluding any Issuer Swap Excluded Termination Amount) provided that if the amounts available for distribution under this item (x) (on the assumption that no amounts are due and payable under item (ix) and no amounts are received from any Issuer Swap Provider) would be insufficient to pay the sterling equivalent of the amounts due and payable under this item (x), the shortfall will be divided amongst all such amounts on a *pro rata* basis and the amount payable by the Issuer to the Issuer Swap Provider in respect of any Series of Class C Notes under item (ix) above will be reduced by the amount of the shortfall applicable to that Series of Class C Notes;
- (xi) subject to item (xii) below, without priority among them but in proportion to the respective amounts due, to pay amounts due to the Issuer Swap Providers for each Series of Class D Notes (excluding any termination payment);
- (xii) without priority among them but in proportion to the respective amounts due, to pay interest due or overdue on, and to repay principal of, the applicable Series of Class D Notes and to pay any Swap Termination Payment due to the Issuer Swap Provider for each Series of Class D Notes (but excluding any Issuer Swap Excluded Termination Amount) provided that if the amounts available for distribution under this item (xii) (on the assumption that no amounts are due and payable under item (xi) and no amounts are received from any Issuer Swap Provider) would be insufficient to pay the sterling equivalent of the amounts due and payable under this item (xii), the shortfall will be divided amongst all such amounts on a pro rata basis and the amount payable by the Issuer to the Issuer Swap Provider in respect of any Series of Class D Notes under item (xi) above will be reduced by the amount of the shortfall applicable to that Series of Class D Notes;
- (xiii) to pay interest due or overdue on, and to repay principal of, the applicable Series of Class Z Notes;
- (xiv) without priority among them but in proportion to the respective amounts due, to pay any Issuer Swap Excluded Termination Amount to the Issuer Swap Providers; and
- (xv) the balance to the Issuer.

Notwithstanding the above, amounts standing to the credit of any sub-ledger to the Issuer Revenue Ledger and/or the Issuer Principal Ledger (in respect of a Series and Class of Notes) may only be applied by the Issuer Cash Manager and/or the Issuer Security Trustee (as applicable) to pay the

interest, principal and other amounts due in respect of such Series and Class of Notes or any shortfall in the amounts available to pay items (i) to (ii) under the Issuer Post-Enforcement Priority of Payments Following an Intercompany Loan Acceleration and may not be applied in payment of interest, principal and other amounts due in respect of any other Series and Class of Notes.

8. ENFORCEMENT BY THE ISSUER SECURITY TRUSTEE

8.1 Mandatory enforcement

(a) Subject to Clause 8.2 (Administrative Receiver), the Issuer Security Trustee will not, and will not be bound to, take any steps, institute any proceedings, exercise its rights, powers, discretions, authorities, duties, and/or functions (including, without limitation, in giving its consent, approval or authorisation to any event, matter or thing requested or making any determination) and/or to take any other action under or in connection with any of the Issuer Transaction Documents (including, without limitation, enforcing the Issuer Security and/or lodging an appeal in any proceedings) unless the Issuer Security Trustee:

(i) has been indemnified and/or secured to its satisfaction against all liabilities, cost, charges, expenses, losses and claims to which it may render itself liable or which it may incur by so doing and, for this purpose, the Issuer Security Trustee 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 to indemnify it; and

(ii) is directed to do so by:

(A) the Note Trustee; or

(B) if there are no Notes outstanding, all of the other Issuer Secured Creditors,

(in each case, the **Instructing Party**), in which case the Issuer Security Trustee will be bound to take such action in the manner instructed by the Instructing Party, provided that the Issuer Security Trustee may at all times, whether or not so instructed, take such action in respect of any right, power or discretion which is personal to the Issuer Security Trustee or is to preserve or protect the Issuer Security Trustee's position or is of a purely administrative nature.

(b) The Issuer Security Trustee shall not be liable to any Issuer Secured Creditor for any action it may take in accordance with any instructions received pursuant to paragraph (a) above. The Issuer Security Trustee shall be entitled to seek clarification from the relevant Instructing Party with regard to such instructions and may in its discretion elect not to act pending receipt of such clarification to its satisfaction from such relevant Instructing Party and shall not be liable to any person for any loss occasioned thereby.

(c) Upon being directed by the Note Trustee to enforce the Issuer Security in accordance with paragraph (a) above, the Issuer Security Trustee will notify the Issuer, the Seller and the Issuer Secured Creditors of such direction.

8.2 Administrative Receiver

(a) Notwithstanding any term of this Deed, subject to paragraph (b) below, the Issuer Security Trustee must enforce the Issuer Security by appointing an administrative receiver in respect of the Issuer if it has actual notice of:

- (i) an application for the appointment of an administrator in respect of the Issuer; or
- (ii) the giving of a notice of intention to appoint an administrator in respect of the Issuer, and
- (iii) subject to Clause 13.1(c), the Issuer Security Trustee shall be indemnified and/or secured in accordance with the provisions of this Deed,

and that appointment shall take effect not later than the final day by which it must take effect in order to prevent an administration proceeding.

- (b) The Issuer Security Trustee is not liable for any failure to appoint or delay in appointing an administrative receiver in respect of the Issuer, save in the case of its own gross negligence, wilful default or fraud and, for the avoidance of doubt:
 - (i) nothing in this Clause 8.2 shall be construed so as to impose on the Issuer Security Trustee any obligation to indemnify any administrative receiver appointed by it pursuant to this Clause 8.2 except to the extent of (and from) the cash and assets comprising the Issuer Security held by the Issuer Security Trustee at such time; and
 - (ii) the Issuer Security Trustee shall have no liability if, having used its reasonable endeavours, it is unable to find a person who is willing to be appointed as an administrative receiver on the terms as to indemnification referred to in paragraph (b)(i) above.
- (c) The Issuer Security Trustee shall not be liable to any Issuer Secured Creditor for any action it may take in accordance with paragraph (a) above.
- (d) The Issuer hereby waives any claims against the Issuer Security Trustee in respect of any appointment made pursuant to this Clause 8.2.

9. ENFORCEMENT OF ISSUER SECURITY

9.1 General

- (a) For the purposes of all powers implied by statute, the Issuer Secured Obligations are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the 1925 Act and Section 20 of the 1881 Act (restricting the power of sale) and Section 93 of the 1925 Act and Section 17 of the 1881 Act (restricting the right of consolidation) do not apply to the Security Interests comprised in the Issuer Security.

9.2 Note Event of Default

The Issuer Security will become immediately enforceable upon the service of a Note Acceleration Notice or, if there are no Notes outstanding, upon failure by the Issuer to pay any other Issuer Secured Obligation on its due date (subject to any applicable grace period).

9.3 Privileges

The Issuer Security Trustee and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the 1925 Act on mortgagees and receivers duly appointed under the 1925 Act, except that Section 103 of the 1925 Act and Section 20 of the 1881 Act does not apply.

9.4 Power of sale

The power of sale and other powers conferred by Section 101 of the 1925 Act and Section 19 of the 1881 Act, as extended and varied by this Deed, will be immediately exercisable at any time after the Issuer Security has become enforceable.

9.5 Extension of the 1925 Act

- (a) The statutory powers of leasing conferred on the Issuer Security Trustee are extended so as to authorise the Issuer Security Trustee to lease, make agreements for leases, accept surrenders of leases and grant options as the Issuer Security Trustee may think fit and without the need to comply with any provision of Section 99 or 100 of the 1925 Act and Section 18 or Section 3 of the 1911 Act.
- (b) The statutory powers of sale and the other powers conferred on the Issuer Security Trustee by Section 101(1) and (2) of the 1925 Act or by Section 19 of the 1881 Act and Section 4(1) of the 1911 Act are extended so as to authorise the Issuer Security Trustee (upon such terms as the Issuer Security Trustee may think fit and in accordance with the terms of this Deed) to:
 - (i) make demand in the name of the other Issuer Secured Creditors or in its own right for any moneys and liabilities in respect of the Issuer Charged Property; and
 - (ii) do all or any of the things or exercise all or any of the powers referred to in Clause 11 (Powers of Receiver) as if each of them was expressly conferred on the Issuer Security Trustee by this Deed.

9.6 Mortgagee in possession

- (a) Neither the Issuer Security Trustee nor any Receiver will be liable, by reason of the Issuer Security or entering into possession of an Issuer Charged Property, to account as mortgagee or security holder in possession or for any loss on realisation or for any default or omission for which a mortgagee or security holder in possession might be liable.
- (b) Each of the Issuer Security Trustee, the other Issuer Secured Creditors and any Receiver will not take any action (other than, in the case of the other Issuer Secured Creditors, with the Issuer Security Trustee's prior written consent) which would be likely to lead to the Issuer Security Trustee or the other Issuer Secured Creditors becoming a mortgagee or security holder in possession in respect of any Issuer Charged Property.

9.7 Protection of third parties

No person (including a purchaser) dealing with the Issuer Security Trustee or any Receiver or its or his agents will be concerned to enquire:

- (a) whether the Issuer Secured Obligations remain outstanding or have become payable;
- (b) whether any power which the Issuer Security Trustee or that Receiver is purporting to exercise has become exercisable or is being properly exercised; or
- (c) how any money paid to the Issuer Security Trustee or to that Receiver is to be applied,

and the protections afforded to purchasers from a mortgagee by Section 104 and 107 of the 1925 Act and Sections 21 and 22 of the 1881 Act and to persons dealing with an administrative receiver by Section 42(3) of the Insolvency Act 1986 will apply.

9.8 Contingencies

If the Issuer Security is enforced at a time when no amount is due in respect of the Issuer Secured Obligations or any of the Issuer Secured Obligations are contingent or future, the Issuer Security Trustee or any Receiver may pay the proceeds of any recoveries effected by it into any interest-bearing account to be held by it as security and applied in accordance with the terms and conditions of this Deed and the Issuer Cash Management Agreement.

9.9 Disposal of Issuer Charged Property

Notwithstanding the foregoing provisions of this Clause 9, if a Note Acceleration Notice is served on the Issuer other than due to a default in payment of any amount due in respect of any Notes, the Issuer Security Trustee will not be entitled to dispose of all or part of the Issuer Charged Property unless either:

- (a) the Issuer Security Trustee shall have been advised by any financial advisor or such other professional adviser selected by it (which advice and/or opinion shall be conclusive and binding) that a sufficient amount would be realised to allow a full and immediate discharge of all amounts owing under all Class A Notes or, if the Class A Notes have been fully repaid, the Class B Notes, or, if the Class B Notes have been fully repaid, the Class M Notes or, if the Class M notes have been fully repaid, the Class C Notes, or if the Class C Notes have been fully repaid, the Class D Notes; or
- (b) the Issuer Security Trustee is of the sole opinion, reached after considering at any time and from time to time the advice of any financial or such other professional advisers selected by the Issuer Security Trustee in its absolute discretion (acting reasonably) for the purpose of giving such advice, that the cash flow prospectively receivable by the Issuer will not (or that there is a significant risk that it will not) be sufficient, having regard to any other relevant actual, contingent or prospective liabilities of the Issuer, to discharge in full in due course all amounts owing in respect of the Class A Notes, or if the Class A Notes have been fully repaid, the Class B Notes or, if the Class B Notes have been fully repaid, the Class M Notes or, if the Class M Notes have been fully repaid, the Class C Notes, or if the Class C Notes have been fully repaid, the Class D Notes and all prior ranking amounts due by the Issuer. The fees and expense of the aforementioned financial adviser or such other professional adviser selected by the Issuer Security Trustee shall be paid by the Issuer.

10. RECEIVER

10.1 Appointment of Receiver

- (a) Except as provided below, the Issuer Security Trustee may appoint any one or more persons to be a Receiver of all or any part of the Issuer Charged Property if the Issuer Security has become enforceable.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the 1925 Act or Section 24 of the 1881 Act) does not apply to this Deed.

- (d) The Issuer Security Trustee is not entitled to appoint a Receiver solely as a result of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,

under Section 1A of the Insolvency Act 1986 or the Insolvency (Northern Ireland) Order 2002 (if appropriate).

10.2 Removal

The Issuer Security Trustee may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated. The Issuer Security Trustee may apply to the court for an order removing an administrative receiver.

10.3 Remuneration

The Issuer Security Trustee may fix the remuneration of any Receiver appointed by it and the maximum rate specified in Section 109(6) of the 1925 Act or Section 24 of the 1881 Act will not apply. The Issuer will pay the remuneration of any Receiver in accordance with the terms and in the manner agreed from time to time between the relevant Receiver and the Issuer Security Trustee, subject to the terms and conditions of this Deed.

10.4 Agent of the Issuer

- (a) A Receiver will be deemed to be the agent of the Issuer for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the 1925 Act or the 1881 Act or the 1911 Act. The Issuer alone is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver.
- (b) If a liquidator of the Issuer is appointed, the Receiver will act as principal and not as agent of the Issuer Security Trustee.
- (c) The Issuer Security Trustee will not incur any liability (either to the Issuer or to any other person) by reason of the appointment of a Receiver.

10.5 Relationship with Issuer Security Trustee

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after the Issuer Security becomes enforceable be exercised by the Issuer Security Trustee in relation to any Issuer Charged Property without first appointing a Receiver and notwithstanding the appointment of a Receiver.

11. POWERS OF RECEIVER

11.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause in addition to those conferred on it by any law; this includes:
 - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986 or the Insolvency (Northern Ireland) Order 1989 (if appropriate); and
 - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the 1925 Act or the 1881 Act and the 1911 Act (if appropriate), the Insolvency Act 1986 and the Insolvency (Northern Ireland) Order 1989 (if appropriate).
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

11.2 Possession

A Receiver may take immediate possession of, get in and collect any Issuer Charged Property.

11.3 Carry on business

A Receiver may carry on any business of the Issuer in any manner he thinks fit.

11.4 Employees

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit.
- (b) A Receiver may discharge any person appointed by the Issuer.

11.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Issuer Charged Property either in priority to the Issuer Security or otherwise and generally on any terms and for whatever purpose which he thinks fit.

11.6 Sale of assets

- (a) A Receiver may sell, exchange, convert into money and realise any Issuer Charged Property by public auction or private contract and generally in any manner and on any terms which he thinks fit.
- (b) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit.
- (c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the Issuer.

11.7 Leases

A Receiver may let any Issuer Charged Property for any term and at any rent (with or without a premium) which he thinks fit and may accept a surrender of any lease or tenancy of any Issuer Charged Property on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender).

11.8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Issuer or relating in any way to any Issuer Charged Property, provided that, any such claim has priority to or ranks *pari passu* with this Deed.

11.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Issuer Charged Property which he thinks fit.

11.10 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Issuer Charged Property.

11.11 Subsidiaries

A Receiver may form a Subsidiary of the Issuer and transfer to that Subsidiary any Issuer Charged Property.

11.12 Delegation

A Receiver may delegate his powers in accordance with this Deed.

11.13 Lending

A Receiver may lend money or advance credit to any customer of the Issuer.

11.14 Protection of assets

A Receiver may:

- (a) effect any repair or insurance and do any other act which the Issuer might do in the ordinary conduct of its business to protect or improve any Issuer Charged Property;
- (b) commence and/or complete any building operation; and
- (c) apply for and maintain any planning permission, building regulation approval or any other authorisation,

in each case as he thinks fit.

11.15 Uncalled capital

A Receiver may call up or require the directors of the Issuer to call up any uncalled capital of the Issuer.

11.16 Payment of expenses

A Receiver may pay and discharge, out of the profits and income of the Issuer Charged Property and any moneys made by it in carrying on the business of the Issuer, the expenses incurred by it in connection with the carrying on and management of that business or in the exercise of any of the powers conferred by this Clause or otherwise in respect of the Issuer Charged Property and all other expenses which it shall think fit to pay and will apply the residue of those profits and income in accordance with the terms and conditions of this Deed.

11.17 Other powers

A Receiver may:

- (a) do all other acts and things which he may consider desirable or necessary for realising any Issuer Charged Property or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- (b) exercise in relation to any Issuer Charged Property all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Issuer Charged Property; and
- (c) use the name of the Issuer for any of the above purposes.

12. MODIFICATION, AUTHORISATION, WAIVER, AND CONSENT

12.1 Modification

- (a) Subject to paragraphs (b), (c) and (e) below, the Issuer Security Trustee may without the consent or sanction of the Issuer Secured Creditors (except where they are a party to the relevant Issuer Transaction Document the subject of such modification, where the consent of such party will be required) concur (or direct the Funding 1 Security Trustee to concur) with any person in making or giving its consent to any modification (except a Basic Terms Modification) to any Issuer Transaction Document only if so directed by (a) the Note Trustee so long as there are any Notes outstanding or (b) all of the other Issuer Secured Creditors, if there are no Notes outstanding.
- (b) Notwithstanding any other provision of this Deed, the Issuer Security Trustee may not agree to any modification unless either:
 - (i) the Issuer has confirmed to the Issuer Security Trustee that such amendment would not result in a termination of any of the Issuer Swap Agreements (having obtained any consents or confirmations that are required pursuant to the terms of any of the Issuer Swap Agreements in order to avoid any such termination); or
 - (ii) the Rating Agencies confirm to the Issuer or the Issuer Security Trustee that, notwithstanding that such amendment does or may result in a termination of one or more of the Issuer Swap Agreements, the ratings of the Rated Notes will not be reduced, withdrawn or qualified (it being acknowledged that none of the Rating Agencies has any obligation to provide such confirmation at any time and that, pursuant to Condition 16 or Australian

Condition 16 (as applicable), the confirmation of one of the Rating Agencies may be sufficient for such purpose).

- (c) Subject to paragraph (d) below, the Issuer Security Trustee shall, without any consent or sanction of the Issuer Secured Creditors (except where they are a party to the relevant Issuer Transaction Document the subject of such modification, where the consent of such party will be required) be required to concur with the Issuer or any other person in making or giving its consent to any modification (other than a Basic Terms Modification) to any Issuer Transaction Document that is requested by Funding 1 (or the Cash Manager on its behalf) or the Issuer (or the Issuer Cash Manager on its behalf) provided that Funding 1 (or the Cash Manager on its behalf) or the Issuer (or the Issuer Cash Manager on its behalf) has certified to the Issuer Security Trustee in writing that such modification is required in order to accommodate:
- (i) any Loan Tranches to be advanced to Funding 1 under the Intercompany Loan and/or the issue of any Notes by the Issuer;
 - (ii) New Intercompany Loan Agreements of Funding 1 or any Further Funding Companies and/or the issue of New Notes by New Issuers;
 - (iii) the addition of other relevant secured creditors of the Issuer Secured Creditors, Funding 1 Secured Creditors, any New Issuer or any Further Funding Company;
 - (iv) the accession of New Beneficiaries to the Mortgages Trust Deed;
 - (v) the issue (directly or indirectly) of debt by Funding 1 and/or any Further Funding Company (other than as referred to in paragraphs (i) and (ii) above);
 - (vi) the sale of New Loan Types or Mortgages to the Mortgages Trustee;
 - (vii) changes to the General Reserve Required Amount and/or any additional amounts for the purposes of an Arrears or Step-up Trigger Event and/or the Liquidity Reserve Fund Required Amount and/or the manner in which these are funded;
 - (viii) the establishment of the Funding 1 Liquidity Facility;
 - (ix) changes to the Asset Trigger Events and Non-Asset Trigger Events;
 - (x) any changes of any nature to the criteria of any of the Rating Agencies which take effect after the 2012-1 Closing Date affecting Issuer Swap Agreements relating to any Series and Class of Notes issued on and after the 2012-1 Closing Date; and/or
 - (xi) the novation of any Issuer Swap Agreements relating to any Series and Class of Notes issued on or after the 2012-1 Closing Date to a replacement Issuer Swap Provider (provided that all conditions to the novation which are set out in the relevant Issuer Swap Agreement have been or will be satisfied upon that novation).
- (d) The Issuer Security Trustee shall only be required to agree or consent to the modifications set out in paragraph (c) above if the Issuer Security Trustee is satisfied that:
- (i) in respect of the matters set out in paragraphs (c)(i), (c)(iv), (c)(vi) and (c)(xi), Funding 1, the Cash Manager, the Issuer or the Issuer Cash Manager has certified to the Issuer Security Trustee in writing that the conditions precedent to:

- (A) Notes being issued by the Issuer and/or Loan Tranches being made available to Funding 1 (as set out in Condition 15 or Australian Condition 15 (as applicable) and Clause 3 of the Intercompany Loan Agreement);
- (B) the assignment of New Loans to the Mortgages Trustee (as set out in Clause 4 of the Mortgage Sale Agreement);
- (C) the inclusion of a New Beneficiary of the Mortgages Trust (as set out in Clause 17 of the Mortgages Trust Deed); or
- (D) any such novation pursuant to paragraph (c)(xi) which are set out in the relevant Issuer Swap Agreement,

have been satisfied (or in respect of the matters set out in paragraph (c)(xi) will be satisfied upon that novation); and

- (ii) in respect of the matters listed in paragraphs (c)(i) to (c)(x) above, the Issuer Security Trustee has received written confirmation from each of the Rating Agencies that the relevant modifications will not result in a downgrade, withdrawal or qualification of the then current ratings of the Rated Notes (it being acknowledged that none of the Rating Agencies has any obligation to provide such confirmation at any time and that, pursuant to Condition 16 or Australian Condition 16 (as applicable), the confirmation of one of the Rating Agencies may be sufficient for such purpose).

(e) The Issuer Security Trustee shall, without the consent of any Issuer Secured Creditor, be required to give its consent to any modifications to these presents or to any of the other Transaction Documents that are requested by the Issuer (or the Issuer Cash Manager on its behalf), provided that the Issuer has certified to the Issuer Security Trustee in writing that such modifications are required solely for the purposes of enabling the Issuer:

- (i) to remove any one of the Rating Agencies (a **Removed Rating Agency**) from rating any Series and Class of Notes issued on or after 29 April 2016 (and which are not consolidated with and do not form a single Series and Class with any Notes issued prior to such date) (**the New Notes**) together with the related ratings criteria, rating tests, rating triggers and any and all requirements specified by and/or relating to such Removed Rating Agency (an **Existing Rating Agency Removal**) in so far as these relate solely to such Series and Class of New Notes; and/or
- (ii) to reappoint any such Removed Rating Agency or substitute any such Removed Rating Agency for one of the remaining two Rating Agencies to provide a rating in respect of any Series and Class of New Notes and include the then current relevant ratings criteria, rating tests, rating triggers and any and all relevant requirements specified by and/or relating to the reappointed Rating Agency (an **Existing Rating Agency Reappointment**),

(each of an Existing Rating Agency Removal and an Existing Rating Agency Reappointment, a **Ratings Modification Event**), provided that, in each case and at all times, such Series and Class of New Notes continues to be rated by at least two Rating Agencies, and subject as provided below.

The Issuer Secured Creditors shall be deemed to have instructed the Issuer Security Trustee to concur in effecting any such Ratings Modification Event and shall be bound by the modifications to the Transaction Documents made for the purpose of implementing such Ratings Modification Event regardless of whether or not such modifications are materially prejudicial to the interests of the Issuer Secured Creditors, provided that, the Issuer Security Trustee shall not be obliged to agree to

any Ratings Modification Event which, in the sole opinion of the Issuer Security Trustee, would have the effect of (x) exposing the Issuer Security Trustee to any liability against which it has not been indemnified and/or secured and/or prefunded to its satisfaction or (y) increasing the obligations or duties, or decreasing the protections of the Issuer Security Trustee under the Transaction Documents and/or the Conditions.

- (f) Each Issuer Secured Creditor hereby acknowledges that the Issuer Security Trustee is required to make the modifications set out in paragraph (c) above (subject to paragraph (d)) and paragraph (e) above), and each Issuer Secured Creditor further acknowledges that such modifications may adversely affect the amount of monies available to the Issuer to meet the Issuer Secured Obligations. Each Issuer Secured Creditor agrees that such modifications shall be binding on it and unless the Issuer Security Trustee otherwise agrees, notice thereof shall be given by the Cash Manager to the Issuer Secured Creditors as soon as practicable after the modifications have been made.
- (g) Each Issuer Secured Creditor agrees from time to time to do and perform such other and further acts and execute and deliver any and all such other documents and instruments (to the extent the Issuer Security Trustee and/or the Note Trustee is a party thereto, in form and substance satisfactory to each of the Issuer Security Trustee and the Note Trustee, as applicable) as may be required by law or necessary to give effect to the intent and purpose of this Clause 12.1.

12.2 Authorisation or waiver

The Issuer Security Trustee shall waive or authorise (or direct the Funding 1 Security Trustee to waive or authorise) (without prejudice to its rights in respect of any further or other breach) any breach or proposed breach by the Issuer or any other person (or in the case of a direction to the Funding 1 Security Trustee, by Funding 1 or any other person) of any of the covenants or provisions of any Issuer Transaction Document only if so directed by (a) the Note Trustee so long as there are any Notes outstanding or (b) all of the other Issuer Secured Creditors, if there are no Notes outstanding.

12.3 Requests for consent or approval

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

- (a) if any Issuer Transaction Document specifies that the Issuer Security Trustee is required to give its consent or approval to that event, matter or thing if certain specified conditions are satisfied in relation to that event, matter or thing, then the Issuer Security Trustee shall give its consent or approval to that event, matter or thing upon being satisfied that those specified conditions have been satisfied; and
- (b) in any other case, the Issuer Security Trustee shall give its consent or approval to that event, matter or thing only if so directed by (a) the Note Trustee so long as there are any Notes outstanding or (b) all of the other Issuer Secured Creditors, if there are no Notes outstanding.

12.4 Binding on Issuer Secured Creditors

Any modification, authorisation, waiver, consent or approval provided under this Clause 12 will be binding on all of the Issuer Secured Creditors.

12.5 Additional terms and conditions

Any modification, authorisation, waiver, consent or approval provided under this Clause 12 may be made or given on such terms and subject to such conditions (if any) as directed by (a) the Note

Trustee so long as there are any Notes outstanding or (b) all of the other Issuer Secured Creditors, if there are no Notes outstanding.

12.6 Notice to Issuer Secured Creditors

If required by the Issuer Security Trustee, the Issuer will as soon as practicable notify:

- (a) the Noteholders in accordance with the Conditions or the Australian Conditions (as applicable); and
- (b) each of the other Issuer Secured Creditors in accordance with this Deed,

in each case, of any modification, authorisation, waiver, consent or approval made under this Clause 12.

13. ADDITIONAL PROVISIONS REGARDING THE ISSUER SECURITY TRUSTEE

13.1 Incorporation of Note Trust Deed provisions

(a) Without prejudice to the other provisions of this Deed and except as set out below, the following Clauses of the Note Trust Deed are incorporated in and will apply, *mutatis mutandis*, to this Deed (and for that purpose references in that Clause to "these presents" or to "this Deed" will be construed as references to this Issuer Deed of Charge and references in that Clause to "the Note Trustee", "the Note Trustee" or "the Australian Note Trustee" will be construed as references to the Issuer Security Trustee):

- (i) clause 17 (Remuneration and Indemnification of the Note Trustee and the Australian Note Trustee);
- (ii) clause 18 (Supplement to Trustee Acts);
- (iii) clause 19 (Note Trustee's liability);
- (iv) clause 20 (Note Trustee Contracting with the Issuer);
- (v) clause 24 (Eligibility and Disqualification; New Note Trustee);
- (vi) clause 25 (Note Trustee's Retirement and Removal); and
- (vii) clause 26 (Note Trustee's Powers to be Additional).

(b) Clause 17 (Remuneration and Indemnification of the Note Trustee and the Australian Note Trustee) of the Note Trust Deed will be amended so that:

- (i) the last sentence of clause 17.1 is deleted and replaced by the following:

"Such remuneration shall accrue from day to day and be payable up to and including the date when the Issuer Security Period has expired and the Issuer Security Trustee has released, reassigned and/or discharged the Issuer Charged Property from the Issuer Security as provided under this Deed."; and

- (ii) each of the references to the Note Trustee and the Australian Note Trustee in clauses 17.5, 17.6 and 17.7 include a reference to any Receiver appointed by the Issuer Security Trustee.

(c) The following words shall be added to the end of clause 17.9 before the final full stop:

", provided that if the Issuer Security Trustee is required to appoint an administrative receiver pursuant to Clause 8.2 (Administrative receiver) of the Issuer Deed of Charge, the Issuer Security Trustee agrees that it is adequately indemnified and secured in respect of such appointment by virtue of its rights against the Issuer under the Issuer Deed of Charge and the security that it has in respect of such rights but otherwise without limitation to its right of indemnity and/or security under this Deed."

13.2 No transfer of obligations

Notwithstanding anything else in this Deed, the Issuer Security Trustee does not assume and will not be obliged to perform any obligations of any other party.

13.3 No obligation to insure

The Issuer Security Trustee shall not be under any obligation to insure in respect of any of the Issuer Charged Property or to require any other person to maintain any such insurance and shall have no liability to any person for not so doing.

13.4 Additional Issuer Security Trustee provisions

- (a) The Issuer Security Trustee shall be under no obligation to monitor or supervise the functions of the Issuer Cash Manager under the Issuer Cash Management Agreement or any other Issuer Transaction Document or of any other person under or pursuant to any of the Issuer Transaction Documents.
- (b) The Issuer shall provide to the Issuer Security Trustee such information as it shall reasonably request in writing to enable it to perform its functions as Issuer Security Trustee under the Issuer Transaction Documents.
- (c) The Issuer Security Trustee shall not be liable to the Issuer or any Issuer Secured Creditor for acting on the request direction or instruction of the Note Trustee.
- (d) The Issuer Security Trustee may provide information to the Funding 1 Security Trustee under the Funding 1 Deed of Charge and to the Note Trustee and the Australian Note Trustee under the Note Trust Deed.
- (e) The Issuer Security Trustee shall be entitled to rely on any certificate addressed to it whether in its capacity as Issuer Security Trustee under this Deed, as Funding 1 Security Trustee under the Funding 1 Deed of Charge or as Note Trustee under the Note Trust Deed and may rely on information provided to it in any such capacity.
- (f) The Issuer Security Trustee, if not the same as the Note Trustee, the Australian Note Trustee and/or the Funding 1 Security Trustee, shall provide the Note Trustee, the Australian Note Trustee and the Funding 1 Security Trustee with any information that either or both of them reasonably require.
- (g) The Issuer Security Trustee, if not the same as the Funding 1 Security Trustee, the Australian Note Trustee and/or the Note Trustee, shall notify the Note Trustee, the Australian Note Trustee and/or the Funding 1 Security Trustee of any breach of any provisions of this Deed or the Issuer Transaction Documents any event of which it has knowledge which would or may result in this Deed or the Issuer Security created thereby becoming enforceable.
- (h) Nothing in this Deed shall preclude the Funding 1 Security Trustee, the Note Trustee, the Australian Note Trustee and the Funding 1 Security Trustee from exchanging information.

13.5 The Trustee

- (a) Law Debenture Trust Company of New York (the **Initial Trustee**) is acting as Note Trustee under the Note Trust Deed and as Funding 1 Security Trustee under the Funding 1 Deed of Charge and as Issuer Security Trustee under this Deed (and while doing so the Initial Trustee and any successor which acts in all such capacities are referred to in this Clause 13.5 as the **Trustee**). No entity may act as a trustee in any such capacity unless it is also the Trustee in all such capacities or unless the Trustee agrees otherwise or unless the Trustee resigns its office as trustee in one or more of such capacities. In any capacity as Trustee, the Trustee will not be liable to any Noteholder for any loss which it may suffer by reason of any conflict which may arise between the interests of such Noteholder and any other person to whom the Trustee owes duties as a result of the Trustee acting in all such capacities.
- (b) Neither the Initial Trustee nor any of its successors has any responsibility to Noteholders, the Issuer Secured Creditors or the Funding 1 Secured Creditors for the validity, sufficiency or enforceability of the Issuer Security and the Funding 1 Security (which the Initial Trustee has not investigated) and shall accept such title and interest as any chargor or mortgagor has without responsibility for investigating the same or any defect there may be therein. Neither the Initial Trustee nor any of its successors are responsible for monitoring the performance by any person of its obligations to the Issuer, Funding 1 or any other person and each may assume until it has actual knowledge to the contrary that such obligations are being duly performed.

14. ISSUER POWER OF ATTORNEY

Immediately upon execution of this Deed, the Issuer will execute and deliver to the Issuer Security Trustee the Issuer Security Power of Attorney. The Issuer Security Trustee confirms that it may exercise the powers conferred under the Issuer Security Power of Attorney if:

- (a) the Issuer Security has become enforceable;
- (b) it considers such action necessary for the protection or preservation of the Attorney's (as defined in the Issuer Security Power of Attorney) interests and rights in and to the Issuer Charged Property; and/or
- (c) it considers such action ought to be done under the covenants, undertakings and provisions contained in this Deed on or at any time after the service of a Note Acceleration Notice.

15. FURTHER ASSURANCES

The Issuer must, at its own expense, take whatever action the Issuer Security Trustee or a Receiver may require for:

- (a) creating, perfecting or protecting any security intended to be created by this Deed; or
- (b) facilitating the realisation of any Issuer Charged Property, or the exercise of any right, power or discretion exercisable, by the Issuer Security Trustee or any Receiver or any of its delegates or sub-delegates in respect of any Issuer Charged Property.

This includes:

- (i) the execution of any transfer, conveyance, assignment, assignation or assurance of any property, whether to the Issuer Security Trustee or to its nominee; or
- (ii) the giving of any notice, order or direction and the making of any registration,

which, in any such case, the Issuer Security Trustee may think expedient.

16. ADDITIONAL PROVISIONS RELATING TO THE ISSUER SECURITY

16.1 Continuing Security

The Issuer Security will remain in force as continuing security for the Issuer Secured Obligations notwithstanding any settlement of account or the existence at any time of a credit balance on any Issuer Account or other account or any other act, event or matter.

16.2 No merger

The Issuer Security is in addition to, and will not be merged in, or in any way exclude or prejudice, any other Security Interest or other right which the Issuer Security Trustee or any other Issuer Secured Creditor may now or at any time have (or would apart from the Issuer Security have) as regards the Issuer or any other person in respect of the Issuer Secured Obligations.

16.3 Avoidance of security or payment

- (a) If an amount paid to the Issuer Security Trustee, the Noteholders or any of the other Issuer Secured Creditors under an Issuer Transaction Document is capable of being avoided or reduced by virtue of any provisions or enactments relating to bankruptcy, insolvency or liquidation for the time being in force or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (b) Any settlement, discharge or release between the Issuer and the Issuer Security Trustee (or any Receiver) will be conditional upon no security or payment granted or made to the Issuer Security Trustee (or any Receiver, as the case may be) by the Issuer or any other person being avoided or reduced by virtue of any provisions or enactments relating to bankruptcy, insolvency or liquidation for the time being in force.
- (c) If any security or payment is avoided or reduced in the circumstances described in paragraph (a) above, then the Issuer Security Trustee (or any Receiver, as the case may be) will be entitled to recover the value or amount of such security or payment from the Issuer as if the relevant settlement, discharge or release had not occurred.

16.4 Retention of Issuer Security

- (a) If the Issuer Security Trustee has grounds for believing that the Issuer may be unable to pay its debts as they fall due as at the date of any payment made by the Issuer to the Issuer Security Trustee, the Noteholders or any of the other Issuer Secured Creditors, then the Issuer Security Trustee may retain the Issuer Security until the expiry of a period of (subject to paragraph (b) below) one month plus the statutory period within which any assurance, security, guarantee or payment can be avoided or invalidated after the payment and discharge in full of all Issuer Secured Obligations notwithstanding any release, settlement, discharge or arrangement which may be given or made by the Issuer Security Trustee on, or as a consequence of, such payment or discharge of liability.
- (b) If, at any time within the period referred to in paragraph (a) above, any person presents a petition, or files documents with a court or any registrar, for the winding-up or administration of the Issuer, or any analogous proceedings are commenced by or against the Issuer, the Issuer Security Trustee may continue to retain the Issuer Security for such further period as it may determine and the Issuer Security will be deemed to continue to be held as

security for the payment and discharge to the Issuer Security Trustee of all of the Issuer Secured Obligations.

16.5 Change of name, etc.

This Deed will remain valid and enforceable notwithstanding any change in the name, composition or constitution of the Issuer Security Trustee or the Issuer or any merger, amalgamation or consolidation by the Issuer Security Trustee or the Issuer with any other corporation.

16.6 Negative pledge

The Issuer shall not, save for the Issuer Security, or with the prior written consent of the Issuer Security Trustee, or unless otherwise permitted under any of the Issuer Transaction Documents, create or permit to subsist any Security Interest whatsoever, however created or arising (unless arising by operation of law) over any of its property, assets or undertakings present or future (including any uncalled capital) or any interest, estate, right, title or benefit therein or use, invest or dispose of, including by way of sale or the grant of any Security Interest of whatsoever nature or otherwise deal with, or agree or attempt or purport to sell or otherwise dispose of (in each case whether by one or a series of transactions) or grant any option or right to acquire any such property, assets or undertaking present or future.

17. SET-OFF

- (a) The Issuer Security Trustee may at any time following a Note Event of Default (without notice and notwithstanding any settlement of account or other matter):
 - (i) combine or consolidate all or any existing accounts of the Issuer whether in its own name or jointly with others and held by it or any Issuer Secured Creditor;
 - (ii) set-off or transfer all or any part of any credit balance or any sum standing to the credit of any account referred to in paragraph (i) above (whether or not the same is due to the Issuer from the Issuer Security Trustee or relevant Issuer Secured Creditor and whether or not the credit balance and the account in debit or the Issuer Secured Obligations are expressed in the same currency) in or towards satisfaction of any of the Issuer Secured Obligations; and/or
 - (iii) in its discretion, estimate the amount of any liability of the Issuer which is contingent or unascertained and set-off such estimated amount.
- (b) No amount will be payable by the Issuer Security Trustee to the Issuer unless and until all Issuer Secured Obligations have been ascertained and fully repaid or discharged.

18. RELEASE

18.1 Upon discharge of Issuer Secured Obligations

At the end of the Issuer Security Period, the Issuer Security Trustee will, at the cost of the Issuer, take whatever action is necessary to release or re-assign the Issuer Charged Property from the Issuer Security to, or to the order of, the Issuer.

18.2 Authorised Investments

Upon the Issuer, or the Issuer Cash Manager on its behalf, making a disposal of an Authorised Investment charged under this Deed, and provided that the proceeds of such disposal are paid into

the Issuer Transaction Account in accordance with the terms of this Deed and the Issuer Cash Management Agreement, such Authorised Investment will be deemed to be released from the Issuer Security the Issuer Security Trustee will, at the request and cost of the Issuer take whatever action is necessary to release that Authorised Investment from the Issuer Security.

18.3 Issuer Accounts

For the avoidance of doubt, all amounts which the Issuer Cash Manager (on behalf of the Issuer and, following service of a Note Acceleration Notice if the Issuer Cash Manager is appointed as agent of the Issuer Security Trustee, the Issuer Security Trustee or its appointee) is permitted to withdraw from the Issuer Transaction Account pursuant to Clause 6.2 (Priority of payments for Issuer Revenue Receipts – prior to service of a Note Acceleration Notice and service of an Intercompany Loan Acceleration Notice) and Clause 6.3 (Priority of payments of Issuer Principal Receipts – prior to service of a Note Acceleration Notice or service of an Intercompany Loan Acceleration Notice) will be deemed to be released from the Issuer Security upon the relevant withdrawal provided that, where the relevant amount is transferred to another Issuer Account, it will become subject to the Issuer Security in respect of that other Issuer Account.

18.4 Release under the Funding 1 Deed of Charge

If there is any release of security under the terms of the Funding 1 Deed of Charge, then the assets which are the subject of that release and formerly part of the Issuer Charged Property will automatically be released from the Issuer Security.

18.5 No liability for loss

The Issuer Security Trustee will not be liable to the Issuer or any other person for any loss, costs, claims or liabilities arising in connection with its acting upon a request made under this Clause and/or any release made under this Clause.

19. ISSUER REPRESENTATIONS

19.1 Title

The Issuer represents to the Issuer Security Trustee that it is the beneficial owner of the Issuer Charged Property and the Issuer Charged Property is free of any Security Interests (except for those created by or under this Deed) and any other rights or interests (including any licences) in favour of third parties.

19.2 No restriction

The Issuer represents to the Issuer Security Trustee that, as at each Closing Date, none of its property, assets and/or undertaking are subject to any restriction (whether contractual or otherwise) that may render the Security Interests granted by the Issuer under this Deed ineffective or which otherwise prohibit the grant of such Security Interests.

19.3 Steps taken

The Issuer represents to the Issuer Security Trustee that it has taken all necessary steps to enable it to create the Issuer Security in accordance with this Deed and has taken no actions or steps which will or may prejudice its rights, title and interest in, to and under the Issuer Charged Property.

19.4 Issuer Charged Documents

The Issuer represents to the Issuer Security Trustee that:

- (a) each Issuer Charged Document is its legally binding, valid, and enforceable obligation;
- (b) it is not in default of any of its obligations under any Issuer Charged Document;
- (c) there is no prohibition on assignment in any Issuer Charged Document; and
- (d) its entry into and performance of this Deed will not conflict with any term of any Issuer Charged Document.

19.5 Nature of security

The Issuer represents to the Issuer Security Trustee that this Deed creates those Security Interests it purports to create and is not liable to be amended or otherwise set aside on its liquidation or administration or otherwise, except that Security Interests expressed to be fixed may take effect as a floating charge security.

19.6 United States Activities

The Issuer represents to the Issuer Security Trustee that it will not engage in any activities in the United States (directly or through agents), will not derive any income from United States sources as determined under United States income tax principles and will not hold any property, if doing so would cause it to be engaged or deemed to be engaged in a trade or business within the United States as determined under United States tax principles.

19.7 Centre of main interests and establishment

- (a) The Issuer represents to the Issuer Security Trustee that its "centre of main interests" for the purposes of the Insolvency Regulation and the UNCITRAL Implementing Regulations is in England and it does not have any "establishment" (as defined in the Insolvency Regulation and the UNCITRAL Implementing Regulations) other than in England.
- (b) The Issuer undertakes to conduct its business and affairs such that, at all relevant times, its "centre of main interests" for the purposes of the Insolvency Regulation and the UNCITRAL Implementing Regulations will be and remain in England and it will not have any "establishment" (as defined in the Insolvency Regulation and the UNCITRAL Implementing Regulations) other than in England.

19.8 Times for making representations

- (a) The representations set out in this Deed (including in this Clause) are made on the date of this Deed.
- (b) Unless a representation is expressed to be given at a specific date, each representation under this Deed is deemed to be repeated by the Issuer on each date during the Issuer Security Period.
- (c) When a representation is repeated, it is applied to the circumstances existing at the time of repetition.

20. EVIDENCE OF INDEBTEDNESS

- (a) In any action, proceedings or claim relating to this Deed or the Issuer Security, any statement (which will contain information in reasonable detail in support thereof) as to:
 - (i) any amount due to any Issuer Secured Creditor;
 - (ii) all or any part of the Issuer Secured Obligations; or
 - (iii) any amounts which have been notified to the Issuer Security Trustee as being amounts due to any Issuer Secured Creditor,

in each case, which is certified as being correct by an officer of the Issuer Security Trustee in the case only of amounts due to the Issuer Security Trustee for its own account or an officer of the relevant Issuer Secured Creditor in any other case will be conclusive evidence that such amount is in fact due and payable.

- (b) Each Issuer Secured Creditor (other than the Issuer Security Trustee) shall, upon request, provide to the Issuer Security Trustee information regarding the Issuer Secured Obligations that are owed to it, provided that such Issuer Secured Creditor is satisfied (acting reasonably) that adequate confidentiality arrangements are in place between it and the Issuer Security Trustee with regard to the provision of such information and such information shall be binding on the Issuer Security Trustee.

21. RIGHTS CUMULATIVE

The respective rights of the Issuer Security Trustee and any Receiver under this Deed:

- (a) may be exercised as often as necessary;
- (b) are cumulative and not exclusive of its rights under the general law; and
- (c) may be waived only in writing and specifically.

Delay in exercising or non-exercise of any right is not a waiver of that right.

22. SEVERABILITY

If a term of this Deed is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect:

- (a) the legality, validity or enforceability in that jurisdiction of any other term of this Deed; or
- (b) the legality, validity or enforceability in any other jurisdiction of that or any other term of this Deed.

23. COUNTERPARTS

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

24. NOTICES

24.1 In writing

Any communication in connection with this Deed must be in writing and, unless otherwise stated, may be given in person, by post or by facsimile transmission. Unless it is agreed to the contrary, any consent or agreement required under this Deed must be given in writing.

24.2 Party details

The contact details of each party to this Deed for all communications in connection with this Deed are those set out below:

- (a) **Issuer:** Fosse Master Issuer plc, 35 Great St. Helen's, London EC3A 6AP
- For the attention of: The Directors
Telephone: +44 (0)207 398 6300
Facsimile: +44 (0)20 7398 6325
- (b) **Issuer Cash Manager:** Santander UK plc, 2 Triton Square, Regent's Place, London NW1 3AN
- For the attention of: The Company Secretary
Facsimile: +44 (0)20 7756 5627
- (c) **Issuer Account Bank:** Santander UK plc, 2 Triton Square, Regent's Place, London NW1 3AN
- For the attention of: The Company Secretary
Facsimile: +44 (0)20 7756 5627
- (d) **Note Trustee:** Law Debenture Trust Company of New York, 400 Madison Avenue – 4th Floor, New York, New York 10017
- For the attention of: The Corporate Trust Department
Telephone: +1 212 750 6474
Facsimile: +1 212 750 1361
- (e) **Issuer Security Trustee:** Law Debenture Trust Company of New York, 400 Madison Avenue – 4th Floor, New York, New York 10017
- For the attention of: The Corporate Trust Department
Telephone: +1 212 750 6474
Facsimile: +1 212 750 1361
- (f) **Agent Bank:** Citibank, N.A. (London branch), Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB
- For the attention of: Ratefix Desk
Telephone: +353 1 622 4321
Facsimile: +353 1 622 2031

- (g) **Registrar:** Citibank, N.A. (London branch), Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB
- For the attention of: Registrar Desk
 Telephone: +353 1 622 4612
 Facsimile: +353 1 622 2031
- (h) **Principal Paying Agent:** Citibank, N.A. (London branch), Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB
- For the attention of: MTN Paying Agency
 Telephone: +353 1 622 0866
 Facsimile: +353 1 622 2210
- (i) **Transfer Agent:** Citibank, N.A. (London branch), Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB
- For the attention of: Registrar Desk
 Telephone: +353 1 622 4612
 Facsimile: +353 1 622 2031
- (j) **Exchange Rate Agent:** Citibank, N.A. (London branch), Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB
- For the attention of: MTN Paying Agency
 Telephone: +353 1 622 0865
 Facsimile: +353 1 622 2212
- (k) **U.S. Paying Agent:** Citibank N.A., 14th Floor, 388 Greenwich Street, New York, New York 10013
- For the attention of: Agency & Trust
 Telephone: +1 212 816 5773
 Facsimile: +1 212 816 5527
- (l) **Issuer Swap Provider:** Santander UK plc, 2 Triton Square, Regent's Place, London NW1 3AN
- For the attention of: The Company Secretary
 Facsimile: +44 (0)20 7756 5627
- (m) **Issuer Swap Provider:** Abbey National Treasury Services plc. 2 Triton Square, Regent's Place, London NW1 3AN
- For the attention of: Mortgages Backed Funding (TSIC)
 Facsimile: +44 (0)20 7756 5862
- (n) **Issuer Corporate Services Provider:** Structured Finance Management Limited, 35 Great St. Helen's, London EC3A 6AP
- For the attention of: The Directors
 Telephone: +44 (0)207 398 6300
 Facsimile: +44 (0)207 398 6325

24.3 Changes

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

24.4 Effectiveness

- (a) Except as provided below, any notice in connection with this Deed will be deemed to be given as follows:
 - (i) if delivered in person, at the time of the delivery;
 - (ii) if posted, five days after being deposited in the post, postage prepaid, in a correctly addressed envelope; and
 - (iii) if by facsimile transmission, when received in legible form.
- (b) A communication given under paragraph (a) above but received on a non-working day or after business hours in the place of receipt will only be deemed to be given on the next working day in that place.

25. ASSIGNMENT

The Issuer Secured Creditors may not assign, encumber or transfer all or any part of its rights or benefits and/or transfer its obligations under this Deed without the prior written consent of the Issuer Security Trustee.

26. LANGUAGE

- (a) Any notice given in connection with this Deed must be in English.
- (b) Any other document provided in connection with this Deed must be:
 - (i) in English; or
 - (ii) accompanied by a certified English translation. In this case, the English translation prevails unless the document is a statutory or other official document.

27. LAW AND JURISDICTION

27.1 Governing law

This Deed (and any non-contractual obligations arising out of or in connection with it) shall be governed by, and construed in accordance with, English law, provided that any terms of this Deed which are (a) particular to Northern Irish law shall be governed by, and shall be construed in accordance with, the laws of Northern Ireland and (b) particular to Scots law shall be construed in accordance with the laws of Scotland.

27.2 Submission to jurisdiction

The Issuer irrevocably agrees for the benefit of the Issuer Security Trustee and the other Issuer Secured Creditors that the English courts have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Deed (and any non-contractual obligations arising out of or in connection with it) and accordingly submits to the exclusive jurisdiction of the English courts. The

Issuer waives any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum. The Issuer Security Trustee and the other Issuer Secured Creditors may take any suit, action or proceeding arising out of or in connection with this Deed (and any non-contractual obligations arising out of or in connection with it) (together referred to as **Proceedings**) against the Issuer in any other court of competent jurisdiction and concurrent Proceedings in any number of jurisdictions.

27.3 Waiver of trial by jury

Each party waives any right it may have to a jury trial of any claim or cause of action in connection with any Issuer Transaction Document or any transaction contemplated by any Issuer Transaction Document. This deed may be filed as a written consent to trial by court.

28. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Except for any replacement Issuer Swap Provider in respect of their respective rights pursuant to Clause 12.1(b), a person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these presents, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

29. EFFECTIVENESS OF EXECUTION

This Deed (in relation to any rights or assets situated in Scotland or otherwise governed by Scots law) shall be fully effective and binding upon the Issuer and the Issuer Security Trustee upon at least one copy of this Deed having been executed and delivered by both the Issuer and the Issuer Security Trustee notwithstanding that any other person expressed to be a party to this Deed has not then executed and delivered this Deed and notwithstanding any such party has executed or executes and has delivered or delivers a counterpart of this Deed.

THIS DEED has been executed as a deed by each of the parties and delivered on the date stated at the beginning of this Deed.

The Issuer

EXECUTED as a DEED by)
FOSSE MASTER ISSUER PLC)
Per pro SFM Directors Limited as Director)
Per pro SFM Directors (No. 2) Limited as Director)

in the presence of

Witness's Signature:

Name:

Address:

The Issuer Security Trustee

EXECUTED as a **DEED** by)
LAW DEBENTURE TRUST)
COMPANY OF NEW YORK)
acting by its duly authorised attorney/signatory)

By:
Duly authorised attorney/signatory
Name:

in the presence of

Witness:
Name:
Address:

The Note Trustee

EXECUTED as a **DEED** by)
LAW DEBENTURE TRUST)
COMPANY OF NEW YORK)
acting by its duly authorised attorney/signatory)

By:
Duly authorised attorney/signatory
Name:

in the presence of

Witness:
Name:
Address:

**The Principal Paying Agent, the Agent Bank,
the Exchange Rate Agent, the Registrar
and the Transfer Agent**

EXECUTED as a **DEED** on behalf of)
CITIBANK, N.A., LONDON BRANCH)
acting by its delegated signatory)

The U.S. Paying Agent

EXECUTED as a **DEED** on behalf of)
CITIBANK, N.A., NEW YORK BRANCH)
a company incorporated)
in the United States of America)

by:
being a person who, in accordance with)
the laws of that territory, is acting under the)
authority of the company)

The Issuer Account Bank, the Issuer Cash Manager and an Issuer Swap Provider

EXECUTED as a **DEED** by)
SANTANDER UK PLC)
acting by its duly authorised attorney)

By:
Name:

Issuer Swap Provider

EXECUTED as a **DEED** by)
ABBEY NATIONAL TREASURY SERVICES PLC)
acting by its duly authorised attorney)

By:
Duly authorised signatory

Name:

The Issuer Corporate Services Provider

EXECUTED as a **DEED** by)
STRUCTURED FINANCE)
MANAGEMENT LIMITED)
acting by two)
directors/a director and the secretary)

Director

Director/Secretary

SCHEDULE 1

FORM OF ACCESSION DEED

THIS DEED is made on []

BETWEEN

- (1) **FOSSE MASTER ISSUER PLC**, a company incorporated in England and Wales with limited liability (registered number 5925693), and having its registered office at 35 Great St Helen's, London EC3A 6AP (the **Issuer**);
- (2) **SANTANDER UK PLC**, a public limited company incorporated in England and Wales with limited liability (registered number 2294747), and having its registered office at 2 Triton Square, Regent's Place, London NW1 3AN (acting in its capacity as the **Issuer Cash Manager**);
- (3) **SANTANDER UK PLC**, a public limited company incorporated in England and Wales with limited liability (registered number 2294747), and having its registered office at 2 Triton Square, Regent's Place, London NW1 3AN (acting in its capacity as the **Issuer Account Bank**);
- (4) **SANTANDER UK PLC**, a public limited company incorporated in England and Wales with limited liability (registered number 2294747), and having its registered office at 2 Triton Square, Regent's Place, London NW1 3AN (acting in its capacity as an **Issuer Swap Provider**);
- (5) **LAW DEBENTURE TRUST COMPANY OF NEW YORK**, acting through its offices at 400 Madison Avenue – 4th Floor, New York, New York 10017 (acting in its capacity as the **Issuer Security Trustee**, which expression includes such company and all other persons or companies for the time being acting as security trustee or security trustees under the Issuer Deed of Charge);
- (6) **LAW DEBENTURE TRUST COMPANY OF NEW YORK**, acting through its offices at 400 Madison Avenue – 4th Floor, New York, New York 10017 (acting in its capacity as the **Note Trustee**, which expression includes such company and all other persons or companies for the time being acting as trustee or trustees for the Noteholders in such capacity under the Note Trust Deed);
- (7) **CITIBANK N.A.**, a national association acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Principal Paying Agent**);
- (8) **CITIBANK N.A.**, a national association acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Registrar**);
- (9) **CITIBANK, N.A.**, a national association acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Transfer Agent**);
- (10) **CITIBANK N.A.**, a national association acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Agent Bank**);
- (11) **CITIBANK N.A.**, a national association acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Exchange Rate Agent**);
- (12) **CITIBANK N.A.**, a national association acting through its offices at 388 Greenwich Street, 14th Floor, New York, New York 10013 (acting in its capacity as the **U.S. Paying Agent**);

- (13) **ABBEY NATIONAL TREASURY SERVICES PLC**, whose address is 2 Triton Square, Regent's Place, London NW1 3AN (acting in its capacity as an **Issuer Swap Provider**);
- (14) **UBS AG, LONDON BRANCH** whose address is 100 Liverpool Street, London EC2M 2RH (acting in its capacity as an **Issuer Swap Provider**);
- (15) **CREDIT SUISSE INTERNATIONAL**, whose address is One Cabot Square, London E14 4QJ (acting in its capacity as an **Issuer Swap Provider**);
- (16) **STRUCTURED FINANCE MANAGEMENT LIMITED**, a company incorporated in England and Wales, with limited liability (registered number 3853947), and having its registered office at 35 Great St. Helen's, London EC3A 6AP (acting in its capacity as the **Issuer Corporate Services Provider**); and.
- (17) [*Any other additional Issuer Secured Creditor*] (the "**New Issuer Secured Creditor**").

NOW THIS DEED WITNESSES AS FOLLOWS

WHEREAS

- (A) Pursuant to the terms of a [*describe agreement*] (the "**Agreement**") dated [●] made between the Issuer and the New Issuer Secured Creditor, the Issuer has agreed to [*describe nature of the obligations of the Issuer under the Agreement*].
- (B) The Issuer has agreed to provide the Issuer Security Trustee with the benefit of the security described in the Issuer Deed of Charge to secure the Issuer's obligations to the Issuer Secured Creditors.
- (C) The terms of the Issuer Deed of Charge permit the Issuer to secure its obligations to a New Issuer Secured Creditor thereunder.
- (D) The New Issuer Secured Creditor has agreed to enter into this Deed to accede to the provisions of the Issuer Deed of Charge.
- (E) The Issuer Secured Creditors have agreed to enter into this Deed to, among other things, acknowledge and agree to such accession and to permit any consequential changes to the Issuer Priority of Payments as are required and any other amendment as may be required to give effect to this Deed.

1. INTERPRETATION

The master definitions and construction schedule signed by, amongst others, the Issuer and dated 28 November 2006 (as the same may be amended, restated, varied, supplemented, replaced and/or novated from time to time with the consent of the parties to this Deed, including without limitation on 1 August 2007, 20 December 2007, 23 November 2009, 11 March 2010, 21 April 2011, 6 December 2011, 27 April 2012, 19 August 2013, 9 October 2014 and 29 April 2016) (the **Master Definitions and Construction Schedule**) and the issuer master definitions and construction schedule signed by, amongst others, the parties to the Issuer Deed of Charge and dated 28 November 2006 (as the same may be amended, restated, varied, supplemented, replaced and/or novated from time to time with the consent of the parties to this Deed, including without limitation on 28 November 2006, 1 August 2007, 20 December 2007, 23 November 2009, 11 March 2010, 21 April 2011, 27 April 2012, 23 May 2012 and 29 April 2016) (the **Issuer Master Definitions and Construction Schedule**) are expressly and specifically incorporated into this Deed and, accordingly, the expressions defined in the Master Definitions and Construction Schedule and the Issuer Master

Definitions and Construction Schedule shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Deed, including the recitals thereto.

2. REPRESENTATIONS AND WARRANTIES

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

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

3. ACCESSION

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

- (a) confirms that as from [*date*], it intends to be a party to the Issuer Deed of Charge as an Issuer Secured Creditor;
- (b) undertakes to comply with and be bound by all of the provisions of the Master Definitions and Construction Schedule and the Issuer Master Definitions and Construction Schedule (as the same may be amended, restated, varied, supplemented and/or novated from time to time) and the Issuer Deed of Charge in its capacity as an Issuer Secured Creditor, as if it had been an original party thereto;
- (c) undertakes to perform comply with and be bound by all of the provisions of the Issuer Deed of Charge in its capacity as an Issuer Secured Creditor, as if it had been an original party thereto as provided in clause 4.6 (New Issuer Secured Creditors) of the Issuer Deed of Charge; and
- (d) agrees that the Issuer Security Trustee shall be the Issuer Security Trustee of the Issuer Deed of Charge for all Issuer Secured Creditors upon and subject to the terms set out in the Issuer Deed of Charge.

4. SCOPE OF THE ISSUER DEED OF CHARGE

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

- (a) the Agreement shall be treated as an Issuer Transaction Document; and
- (b) the New Issuer Secured Creditor shall be treated as an Issuer Secured Creditor.

5. [AMENDMENT TO THE ISSUER PRIORITY OF PAYMENTS

The Issuer Secured Creditors agree to amend and restate the Issuer Priority of Payments in accordance with Appendix 1 hereto.]

6. APPLICATION

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

7. NOTICES AND DEMANDS

Any notice or communication under or in connection with this Deed, the Issuer Deed of Charge, the Issuer Master Definitions and Construction Schedule and the Master Definitions and Construction Schedule shall be given in the manner and at the times set out in clause 24 (Notices) of the Issuer Deed of Charge to the addresses given in this Clause or at such other address as the recipient may have notified to the other parties hereto and/or thereto in writing.

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

[]
For the attention of: []
Telephone: []
Facsimile: []

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

8. CHOICE OF LAW

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

DULY EXECUTED AND DELIVERED AS A DEED by each of the parties hereto or on its behalf on the date appearing on page 1.

The Issuer

EXECUTED as a DEED by)
FOSSE MASTER ISSUER PLC)
Per pro SFM Directors Limited as Director)
Per pro SFM Directors (No. 2) Limited as Director)f

The Issuer Cash Manager

EXECUTED as a DEED by)
SANTANDER UK PLC)
acting by its duly authorised attorney)
By:)
Name:

The Issuer Account Bank

EXECUTED as a **DEED** by)
SANTANDER UK PLC)
acting by its duly authorised attorney)
By:)
Name:)

The Issuer Security Trustee

EXECUTED as a **DEED** by)
LAW DEBENTURE TRUST)
COMPANY OF NEW YORK)
acting by its)
duly authorised attorney/signatory)
By:)
Duly authorised attorney/signatory)
Name:)

The Note Trustee

EXECUTED as a **DEED** by)
LAW DEBENTURE TRUST)
COMPANY OF NEW YORK)
acting by its)
duly authorised attorney/signatory)
By:)
Duly authorised attorney/signatory)
Name:)

The Principal Paying Agent,)
the Exchange Rate Agent, the Agent Bank,)
the Registrar and the Transfer Agent)

EXECUTED as a **DEED** on behalf of)
CITIBANK, N.A., a company incorporated)
in the Unites States of America)

by:

being a person who, in accordance with)
the laws of that territory, is acting under the)
authority of the company)

The U.S. Paying Agent

EXECUTED as a **DEED** on behalf of)
CITIBANK, N.A., a company incorporated)
in the United States of America)

by:
being a person who, in accordance with)
the laws of that territory, is acting under the)
authority of the company)

Issuer Swap Provider

EXECUTED as a **DEED** by)
SANTANDER UK PLC)
acting by its duly authorised attorney)
By:

Name:

Issuer Swap Provider

EXECUTED as a **DEED** by)
ABBAY NATIONAL TREASURY SERVICES PLC)
acting by its duly authorised attorney)

By:
Duly authorised signatory
Name:

The Issuer Corporate Services Provider

EXECUTED as a **DEED** by)
STRUCTURED FINANCE)
MANAGEMENT LIMITED)
acting by)

two directors

New Issuer Secured Creditor

EXECUTED as a **DEED** by)
[])
acting by two)
directors/a director and the secretary)

Director

Director/Secretary

SCHEDULE 2

FORM OF NOTICE OF CHARGE

From: Fosse Master Issuer plc (the **Issuer**)

To: Fosse Funding (No.1) Limited (**Funding 1**)

Copy: Law Debenture Trust Company of New York (the **Issuer Security Trustee**)

28 November 2006

Dear Sirs,

We hereby give you notice that by a deed of charge dated 28 November 2006 and made between the Issuer, the Issuer Security Trustee and others (the **Issuer Deed of Charge**), the Issuer charged to the Issuer Security Trustee all of its right, title, interest and benefit, present and future, in, to and under the Intercompany Loan Agreement dated 28 November 2006 and the Funding 1 Deed of Charge (each as defined in the Master Definitions and Construction Schedule signed on the date hereof by, *inter alios*, the Issuer and Funding 1).

You are authorised and instructed henceforth to deal with the Issuer Security Trustee in relation to our rights (but not our obligations) under the Intercompany Loan Agreement and the Funding 1 Deed of Charge without further reference to us.

This notice is irrevocable. Please acknowledge receipt of this notice to the Issuer Security Trustee on the attached Consent to Charge.

Yours faithfully,

.....
For and on behalf of
Fosse Master Issuer plc

SCHEDULE 3

FORM OF CONSENT TO CHARGE

From: Fosse Funding (No.1) Limited

To: Law Debenture Trust Company of New York (the **Issuer Security Trustee**)
Fosse Master Issuer plc (the **Issuer**)

28 November 2006

Dear Sirs,

We hereby acknowledge receipt of the notice of charge dated 28 November 2006 relating to the Issuer Deed of Charge (as defined therein) as adequate notice of the charge described therein.

We agree to deal only with the Issuer Security Trustee in relation to the Issuer's rights (but not its obligations) under the Intercompany Loan Agreement and the Funding 1 Deed of Charge referred to, and as defined in, such notice without any reference to the Issuer.

We have not received from any other person any notice of charge of or any interest in the Intercompany Loan Agreement or the Funding 1 Deed of Charge.

Yours faithfully,

.....
SFM Directors Limited, as Director
For and on behalf of
Fosse Funding (No.1) Limited

SCHEDULE 4

FORM OF ISSUER SECURITY POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made on 28 November 2006 by **FOSSE MASTER ISSUER PLC** (registered number 5925693) whose registered office is 35 Great St. Helen's, London EC3A 6AP (the **Principal**).

WHEREAS:

- (1) By virtue of a deed of charge (the **Issuer Deed of Charge**) dated 28 November 2006 between, *inter alios*, the Principal, the Issuer Security Trustee, the Note Trustee, the Agent Bank, the Principal Paying Agent, the Registrar, the Transfer Agent, the Issuer Cash Manager, the Issuer Account Bank, the Issuer Corporate Services Provider and the Issuer Swap Providers (each as referred to therein) provision was made for the execution by the Principal of this Power of Attorney.
- (2) Words and phrases in this Power of Attorney shall (save where expressed to the contrary) have the same meanings respectively as the words and phrases in the Issuer Deed of Charge.

NOW THIS POWER OF ATTORNEY WITNESSETH:

1. The Principal hereby irrevocably and by way of security for the performance of the covenants, conditions, obligations and undertakings on the part of the Principal contained in the Issuer Deed of Charge appoints Law Debenture Trust Company of New York and any other person or persons for the time being the security trustee or security trustees of and under the Issuer Deed of Charge (the **Attorney**) and any receiver (including any administrative receiver) and any manager (the **Receiver**) and/or administrator (the **Administrator**) appointed from time to time by the Attorney or on its behalf its true and lawful attorney for and in the Principal's name or otherwise jointly and severally to do any act, matter or thing which the Attorney, Receiver or Administrator considers in each case bona fide necessary for the protection or preservation of the Attorney's interests and rights in and to the Issuer Charged Property or which ought to be done under the covenants, undertakings and provisions contained in the Issuer Deed of Charge on or at any time after the service of a Note Acceleration Notice or in any other circumstances where the Attorney has become entitled to take the steps referred to in **Clauses 9.4** (Power of sale) to **9.9** (Disposal of Issuer Charged Property) (inclusive) of the Issuer Deed of Charge including (without limitation) any or all of the following:
 - (a) to do every act or thing which the Attorney, Receiver or Administrator may deem to be necessary, proper or expedient for fully and effectually vesting, transferring or assigning the Issuer Security and/or the Issuer Charged Property or any part thereof and/or the Principal's estate, right, title, benefit and/or interest therein or thereto in or to the Attorney and its successors in title or other person or persons entitled to the benefit thereof in the same manner and as fully and effectually in all respects as the Principal could have done; and
 - (b) the power by writing under its hand by an officer of the Attorney (including every Receiver appointed under the Issuer Deed of Charge) from time to time to appoint a substitute attorney (each a **Substitute**) who shall have power to act on behalf of the Principal as if that Substitute shall have been originally appointed Attorney by this Power of Attorney and/or to revoke any such appointment at any time without assigning any reason therefor.
2. In favour of the Attorney, any Receiver and/or Administrator and/or Substitute, or a person dealing with any of them and the successors and assigns of such a person, all acts done and documents executed or signed by the Attorney, a Receiver, an Administrator or a Substitute in the purported exercise of any power conferred by this Power of Attorney shall for all purposes be valid and binding on the Principal and its successors and assigns.

3. The Principal irrevocably and unconditionally undertakes to indemnify the Attorney and each Receiver and/or Administrator and/or Substitute appointed from time to time by the Attorney and their respective estates (each as **Indemnified Party**) against all actions, proceedings, claims, costs, expenses and liabilities of every description arising from the exercise, or the purported exercise, of any of the powers conferred by this Power of Attorney, save where the same arises as the result of the fraud, negligence or wilful default of the relevant Indemnified Party or its officers or employees.
4. The provisions of **paragraph 3 above** shall continue in force after the revocation or termination, howsoever arising, of this Power of Attorney.
5. The laws of England shall apply to this Power of Attorney and the interpretation thereof and to all acts of the Attorney and each Receiver and/or Administrator and/or Substitute carried out or purported to be carried out under the terms hereof.
6. The Principal hereby agrees at all times hereafter to ratify and confirm whatsoever the said Attorney or its attorney or attorneys or any Receiver or Administrator or Substitute shall properly and lawfully do or cause to be done in and concerning the Issuer Security and/or the Issuer Charged Property.

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

EXECUTED as a **DEED** by)
FOSSE MASTER ISSUER PLC)
 acting by two directors, being)
 SFM Directors Limited)
 and SFM Directors (No. 2) Limited)

Witness's Signature:.....

Name:

Address:

SUPPLEMENTAL ISSUER DEED OF CHARGE

7 December 2018

BETWEEN

FOSSE MASTER ISSUER PLC
(the Issuer)

SANTANDER UK PLC
(the Issuer Account Bank, the Issuer Cash Manager and an Issuer Swap Provider)

LAW DEBENTURE TRUST COMPANY OF NEW YORK
(the Issuer Security Trustee and the Note Trustee)

THE BANK OF NEW YORK MELLON, LONDON BRANCH

CITIBANK, N.A., London Branch
(the Principal Paying Agent, the Registrar, the Transfer Agent, the Exchange Rate Agent and the Agent Bank)

CITIBANK, N.A., New York Branch
(the US Paying Agent)

and

INTERTRUST MANAGEMENT LIMITED
(the Issuer Corporate Services Provider)

ALLEN & OVERY

Allen & Overy LLP

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THIS SUPPLEMENTAL ISSUER DEED OF CHARGE is made 7 December 2018

BETWEEN:

- (1) **FOSSE MASTER ISSUER PLC**, a company incorporated in England and Wales with limited liability (registered number 5925693), and having its registered office at 35 Great St. Helen's, London EC3A 6AP (the **Issuer**);
- (2) **SANTANDER UK PLC**, a public limited company incorporated in England and Wales with limited liability (registered number 2294747), whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (acting in its capacities as the **Issuer Cash Manager** appointed by the Issuer under the Issuer Cash Management Agreement, the **Issuer Account Bank** appointed by the Issuer under the Issuer Bank Account Agreement and an **Issuer Swap Provider**);
- (3) **LAW DEBENTURE TRUST COMPANY OF NEW YORK**, acting through its offices at 400 Madison Avenue – 4th Floor, New York, New York 10017 (acting in its capacity as the **Issuer Security Trustee**, and referred to in this Deed as the **Retiring Trustee**);
- (4) **LAW DEBENTURE TRUST COMPANY OF NEW YORK**, acting through its offices at 400 Madison Avenue – 4th Floor, New York, New York 10017 (acting in its capacity as the **Note Trustee**, which expression includes such company and all other persons or companies for the time being acting as trustee or trustees for the Noteholders in such capacity under the Note Trust Deed);
- (5) **THE BANK OF NEW YORK MELLON, LONDON BRANCH**, a New York banking corporation acting through its London branch, whose address is at One Canada Square, London E14 5AL (**BNYM** and the **New Trustee**);
- (6) **CITIBANK, N.A. LONDON BRANCH**, acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacities as the **Principal Paying Agent**, the **Registrar**, the **Transfer Agent**, the **Exchange Rate Agent** and the **Agent Bank**);
- (7) **CITIBANK, N.A., NEW YORK BRANCH**, acting through its offices at 14th Floor, 388 Greenwich Street, New York, New York 10013 (acting in its capacity as the **U.S. Paying Agent**);
and
- (8) **INTERTRUST MANAGEMENT LIMITED**, a company incorporated in England and Wales with limited liability (registered number 03853947), whose registered office is at 35 Great St. Helen's, London EC3A 6AP (acting in its capacity as the Issuer Corporate Services Provider appointed by the Issuer under the **Issuer Corporate Services Agreement**).

BACKGROUND:

- (A) This Deed is supplemental to the Issuer Deed of Charge made between, among others, the Issuer and the Issuer Security Trustee and dated 28 November 2006 and as supplemented and amended on 11 March 2010, 21 April 2011, 23 May 2012 and 29 April 2016 (the **Existing Issuer Deed of Charge**).
- (B) On 1 August 2007, Credit Suisse International acceded to the Issuer Deed of Charge in its capacity as an Issuer Swap Provider.
- (C) On 21 August 2008, The Royal Bank of Scotland Plc acceded to the Issuer Deed of Charge in its capacity as an Issuer Swap Provider.

- (D) On 21 August 2008, Alliance & Leicester plc acceded to the Issuer Deed of Charge in its capacity as an Issuer Swap Provider.
- (E) On 23 November 2009, Santander UK plc replaced Alliance & Leicester as the Issuer Account Bank and acceded to the Issuer Deed of Charge in such capacity.
- (F) On 12 March 2010, 3 June 2010, 9 September 2010, 25 May 2011 and 6 December 2011, Abbey National Treasury Services plc acceded to the Issuer Deed of Charge in its capacity as an Issuer Swap Provider.
- (G) On 23 May 2012, Citigroup PTY Limited, in its capacities as Australian Paying Agent, Australian Registrar, Australian Issuing Agent and Australian Calculation Agent, BNY Trust Company of Australia Limited in its capacity as Australian Note Trustee and National Australia Bank Limited in its capacity as an Issuer Swap Provider acceded to the Issuer Deed of Charge.
- (H) On 23 May 2012, The Royal Bank of Scotland N.V., London Branch and The Royal Bank of Scotland Plc retired as Issuer Secured Creditors.
- (I) Pursuant to a bank business transfer scheme under Part VII of the Financial Services and Markets Act 2000 (the **Part VII Scheme**), all of Alliance & Leicester's business was transferred to Santander UK. The Part VII Scheme was approved by the Part VII Order and became effective on 28 May 2010 (the **Part VII Effective Date**). Following the approval of the Part VII Scheme which provided for the transfer of the Issuer Deed of Charge, all accrued rights and obligations of Alliance & Leicester in its capacities as the Issuer Cash Manager and an Issuer Swap Provider under the Issuer Deed of Charge and all future rights and obligations of Alliance & Leicester in its capacity as the Issuer Cash Manager and an Issuer Swap Provider under the Issuer Deed of Charge were transferred to, and vested in or became liabilities of, Santander UK on the Part VII Effective Date.
- (J) The Australian Paying Agent, the Australian Registrar, the Australian Issuing Agent, the Australian Calculation Agent, BNY Trust Company of Australia Limited and National Australia Bank Limited have ceased to be a party to the Issuer Deed of Charge as the Australian Notes have been redeemed in full.
- (K) The Retiring Trustee has ceased to undertake the provision of trustee services in respect of security provided as part of a residential mortgage securitisation transaction and therefore proposes to retire as trustee.
- (L) The Issuer and the Issuer Security Trustee have agreed, pursuant to clause 24.3 of the Note Trust Deed (incorporated into the Issuer Deed of Charge pursuant to Clause 13.1 of the Issuer Deed of Charge), that the Retiring Trustee will appoint the New Trustee as an additional co-trustee.
- (M) After the appointment of the New Trustee, the Retiring Trustee will retire its appointment as Issuer Security Trustee.
- (N) Simultaneously with the appointment of the New Trustee as an additional co-trustee in respect of the Existing Issuer Deed of Charge pursuant to this Deed, BNYM will also be appointed as an additional co-trustee in respect of the Note Trust Deed and the Funding 1 Deed of Charge.

IT IS AGREED as follows:

1. INTERPRETATION

- 1.1 The master definitions and construction schedule signed by, amongst others, the Issuer and dated 28 November 2006 (as the same may be amended, restated, varied, supplemented, replaced and/or

novated from time to time with the consent of the parties thereto, including on 1 August 2007, 20 December 2007, 23 November 2009, 11 March 2010, 21 April 2011, 6 December 2011 and 27 April 2012, 19 August 2013, 9 October 2014 and 29 April 2016) (the **Master Definitions and Construction Schedule**) and the issuer master definitions and construction schedule, signed by, amongst others, the parties to this Deed and dated on 28 November 2006 (as the same may be amended, restated, varied, supplemented, replaced and/or novated from time to time with the consent of the parties thereto, including on 1 August 2007, 20 December 2007, 23 November 2009, 11 March 2010, 21 April 2011, 27 April 2012 and 23 May 2012 and 29 April 2016) (the **Issuer Master Definitions and Construction Schedule**) are expressly and specifically incorporated into this Deed and, accordingly, the expressions defined in the Master Definitions and Construction Schedule and the Issuer Master Definitions and Construction Schedule shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Deed, including the recitals thereto.

1.2 In this Deed:

Effective Date means the date of this Deed;

Trust Property means any property held by the Retiring Trustee as Issuer Security Trustee pursuant to the Issuer Deed of Charge;

Supplemental Funding 1 Deed of Charge means a Supplement to the Funding 1 Deed of Charge of even date between, *inter alios*, Funding 1, the Issuer, the Retiring Trustee and the New Trustee; and

Supplemental Note Trust Deed means a supplement to the Note Trust Deed of even date between, *inter alios*, the Issuer, the Retiring Trustee and the New Trustee.

1.3 This Deed shall be construed in accordance with the rules of construction set out in the Issuer Master Definitions and Construction Schedule.

2. APPOINTMENT AND RETIREMENT

2.1 The Retiring Trustee hereby appoints the New Trustee to act as co-trustee in respect of the Issuer Deed of Charge to take effect on the Effective Date. The Issuer confirms and consents to such appointment.

2.2 The Retiring Trustee considers the appointment of the New Trustee as an additional co-trustee to be in the interests of the Noteholders and the other Issuer Secured Creditors.

2.3 With effect on and from the Effective Date, the New Trustee hereby accepts the appointment as issuer security trustee under the Issuer Deed of Charge.

2.4 The New Trustee hereby confirms that it:

- (a) is a Trust Corporation;
- (b) meets the requirements of Section 26(a)(1) of the U.S. Investment Company Act of 1940;
- (c) is not an affiliate (as defined in Rule 405 of the Securities Act) of the Issuer or of any person involved in the organisation or operation of the Issuer; and
- (d) does not offer or provide credit or credit enhancement to the Issuer.

- 2.5 The parties acknowledge that this Supplemental Issuer Deed of Charge contains provisions to the effect set forth in Section 26(a)(3) of the U.S. Investment Company Act of 1940.
- 2.6 Subject to the appointment of the New Trustee becoming effective,, the Retiring Trustee hereby gives notice to the Issuer of its retirement as Issuer Security Trustee in respect of and pursuant to Clause 25 the Note Trust Deed (as incorporated into the Issuer Deed of Charge pursuant to Clause 13.1 of the Issuer Deed of Charge). The Issuer accepts such retirement and hereby waives the requirement in Clause 25 of the Note Trust Deed (as incorporated into the Issuer Deed of Charge) for three months' notice of any retirement.
- 2.7 Each party hereto agrees that:
- (a) the Retiring Trustee shall have no further liabilities to any other party to the Transaction Documents other than any liabilities which arose under the Transaction Documents prior to the Effective Date and shall have no further obligations or duties to any other party to the Transaction Documents other than any obligations or duties which were due to have been discharged by it prior to the Effective Date; and
 - (b) the New Trustee shall not be liable:
 - (i) for any of the acts, omissions or obligations of the Retiring Trustee which were completed or were required to be completed prior to the Effective Date; or
 - (ii) for any liabilities of the Retiring Trustee which arose prior to the Effective Date.
- 2.8 The New Trustee hereby undertakes with each of the other parties to this Deed that, on and from the Effective Date, it will perform in accordance with their terms all those obligations which by the terms of this Deed have been assumed by it as trustee of the trust created under the Issuer Deed of Charge.
- 2.9 Each of the parties hereto acknowledges and agrees that for the purposes of the Transaction Documents, references to the Note Trustee, the Issuer Security Trustee and the Funding 1 Security Trustee, shall from the Effective Date, be to BNYM (as appointed pursuant to the terms of the Supplemental Note Trust Deed, this Deed and the Supplemental Funding 1 Deed of Charge, respectively) and that BNYM (as so appointed) shall be entitled to exercise all of the rights of the Note Trustee, the Issuer Security Trustee and the Funding 1 Security Trustee thereunder as if it were a party thereto.

3. VESTING OF TRUST PROPERTY

- 3.1 The parties hereto intend the Trust Property to vest in the New Trustee by operation of section 40 of the Trustee Act 1925.
- 3.2 Without prejudice to the vesting of the Trust Property pursuant to section 40 of the Trustee Act 1925, the Retiring Trustee hereby assigns to the New Trustee its whole right, title and interest, present and future, in and to the Trust Property.
- 3.3 The New Trustee hereby gives notice of the assignment above to the each of the parties hereto and each of the parties hereto acknowledges such notice.

4. POWER OF ATTORNEY

The Issuer Security Power of Attorney referred to in Clause 14 of the Issuer Deed of Charge shall be executed by the Issuer in favour of the New Trustee in the form set out in the Schedule to this Deed.

5. NOTICES

For the purpose of Clause 24.2 of the Issuer Deed of Charge, any notice or demand to the New Trustee to be given, made or served for any purposes shall be in writing and shall be given, made or served by sending the same by pre-paid post (first class if inland, first class airmail if overseas) or facsimile transmission or by delivering it by hand to:

The Bank of New York Mellon, London Branch
One Canada Square
London E14 5AL

For the attention of: Trustee Administration Manager

Email: corpsov2@bnymellon.com

Facsimile: + 44 (0) 20 7964 2509

6. FURTHER ASSURANCES

6.1 General

The parties agree that they will co-operate fully to do all such further acts and things and execute any further documents as may be necessary or desirable to give full effect to the arrangements contemplated by this Deed, including the transfer of all Trust Property from the Retiring Trustee to the New Trustee.

6.2 Turnover to the New Trustee

- (a) If at any time after the Effective Date, the Retiring Trustee receives or recovers any sum which should have been paid to the New Trustee, the Retiring Trustee shall hold that amount on trust for the New Trustee and promptly pay that amount to or to the order of the New Trustee or, if this trust cannot be given effect to, the Retiring Trustee shall promptly pay an amount equal to that receipt or recovery to or to the order of the New Trustee. The Retiring Trustee shall not be liable for any liabilities incurred in connection with any incorrectly directed funds transfer unless such liability was directly caused by the Retiring Trustee's fraud, gross negligence or wilful default.
- (b) If at any time after the Effective Date, the Retiring Trustee receives any notice which should have been delivered to the New Trustee, the Retiring Trustee shall promptly pass on such notice to the New Trustee.

6.3 Transfer and Perfection

The Retiring Trustee must promptly on request by the New Trustee make available to the New Trustee those documents and records and provide any assistance the New Trustee may reasonably request for the purposes of performing its functions as Issuer Security Trustee under the Issuer Deed of Charge.

7. SUPPLEMENTAL

Save as expressly amended by this Deed, the Existing Issuer Deed of Charge shall remain in full force and effect and the security created thereunder and all of the other rights, powers, obligations and immunities comprised therein and arising pursuant thereto shall remain in full force and effect notwithstanding this Deed. The Existing Issuer Deed of Charge and this Deed shall henceforth be

read and construed as one document and references in the Existing Issuer Deed of Charge to "this Deed" shall be read as references to the Existing Issuer Deed of Charge as supplemented and amended by this Deed.

8. COUNTERPARTS

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

9. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

10. LAW AND JURISDICTION

10.1 Governing law

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

10.2 Submission to jurisdiction

The Issuer irrevocably agrees for the benefit of the Retiring Trustee, the New Trustee and the other Issuer Secured Creditors that the English courts have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Deed (and any non-contractual obligations arising out of or in connection with it) and accordingly submits to the exclusive jurisdiction of the English courts. The Issuer waives any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum. The Retiring Trustee, the New Trustee and the other Issuer Secured Creditors may take any suit, action or proceeding arising out of or in connection with this Deed (and any non-contractual obligations arising out of or in connection with it) (together referred to as **Proceedings**) against the Issuer in any other court of competent jurisdiction and concurrent Proceedings in any number of jurisdictions.

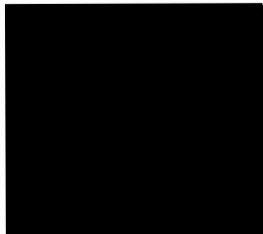
10.3 Waiver of trial by jury

Each party waives any right it may have to a jury trial of any claim or cause of action in connection with this Deed or any transaction contemplated by this Deed. This Deed may be filed as a written consent to trial by court.

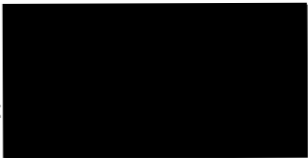
THIS DEED has been executed as a deed by each of the parties and delivered on the date stated at the beginning of this Deed.

The Issuer

EXECUTED as a **DEED** by)
FOSSE MASTER ISSUER PLC)
Per pro Intertrust Directors 1 Limited as Director)
Per pro Intertrust Directors 2 Limited as Director)



in the presence of



Witness's Signature:

Name:



Address:

The Retiring Trustee

EXECUTED as a **DEED** by)
LAW DEBENTURE TRUST)
COMPANY OF NEW YORK)
acting by its duly authorised attorney/signatory)

By:
Duly authorised attorney/signatory
Name:

in the presence of

Witness:
Name:
Address:

10.3 Waiver of trial by jury

Each party waives any right it may have to a jury trial of any claim or cause of action in connection with this Deed or any transaction contemplated by this Deed. This Deed may be filed as a written consent to trial by court.

THIS DEED has been executed as a deed by each of the parties and delivered on the date stated at the beginning of this Deed.

The Issuer

EXECUTED as a **DEED** by)
FOSSE MASTER ISSUER PLC)
Per pro Intertrust Directors 1 Limited as Director)
Per pro Intertrust Directors 2 Limited as Director)

in the presence of

Witness's Signature:

Name:

Address:

The Retiring Trustee

EXECUTED as a **DEED** by)
LAW DEBENTURE TRUST)
COMPANY OF NEW YORK)
acting by its duly authorised attorney/signatory)

By:

Duly authorised attorney/signatory

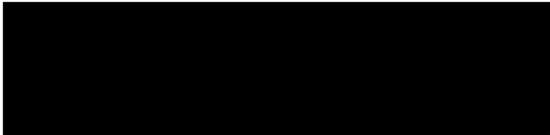
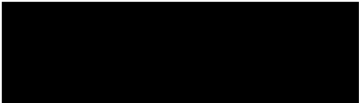
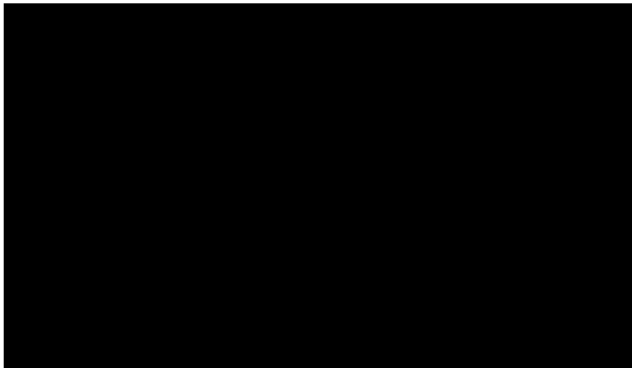
Name:

in the presence of

Witness:

Name:

Address:



The New Trustee

EXECUTED and DELIVERED as a DEED by)
THE BANK OF NEW YORK MELLON, LONDON BRANCH)
acting by its authorised signatory)

By: 
Duly authorised attorney/signatory
Name:

in the presence of  

Witness:
Name:
Address: 

The Note Trustee

EXECUTED as a DEED by)
LAW DEBENTURE TRUST)
COMPANY OF NEW YORK)
acting by its duly authorised attorney/signatory)

By:
Duly authorised attorney/signatory
Name:

in the presence of

Witness:
Name:
Address:

**The Principal Paying Agent, the Agent Bank,
the Exchange Rate Agent, the Registrar
and the Transfer Agent**

EXECUTED as a DEED on behalf of
CITIBANK, N.A., LONDON BRANCH
acting by its delegated signatory)
)

The New Trustee

EXECUTED and DELIVERED as a DEED by)
THE BANK OF NEW YORK MELLON, LONDON BRANCH)
acting by its authorised signatory)

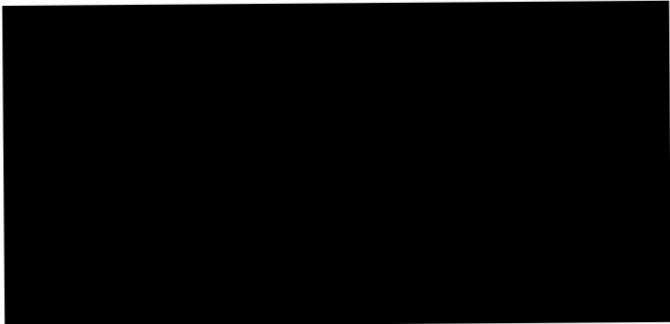
By:
Duly authorised attorney/signatory
Name:

in the presence of

Witness:
Name:
Address:

The Note Trustee

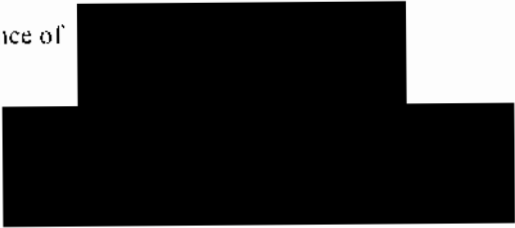
EXECUTED as a DEED by)
LAW DEBENTURE TRUST)
COMPANY OF NEW YORK)
acting by its duly authorised attorney/signatory)



By:
Duly authorised attorney/signatory
Name:

in the presence of

Witness:
Name:
Address:



**The Principal Paying Agent, the Agent Bank,
the Exchange Rate Agent, the Registrar
and the Transfer Agent**

EXECUTED as a DEED on behalf of)
CITIBANK, N.A., LONDON BRANCH)
acting by its delegated signatory)

The New Trustee

EXECUTED and DELIVERED as a DEED by)
THE BANK OF NEW YORK MELLON, LONDON BRANCH)
acting by its authorised signatory)

By:
Duly authorised attorney/signatory
Name:

in the presence of

Witness:
Name:
Address:

The Note Trustee

EXECUTED as a DEED by)
LAW DEBENTURE TRUST)
COMPANY OF NEW YORK)
acting by its duly authorised attorney/signatory)

By:
Duly authorised attorney/signatory
Name:

in the presence of

Witness:
Name:
Address:

**The Principal Paying Agent, the Agent Bank,
the Exchange Rate Agent, the Registrar
and the Transfer Agent**

EXECUTED as a DEED on behalf of)
CITIBANK, N.A., LONDON BRANCH)
acting by its delegated signatory.)



The U.S. Paying Agent

EXECUTED as a **DEED** on behalf of)
CITIBANK, N.A., NEW YORK BRANCH)
a company incorporated)
in the United States of America)



by:)
being a person who, in accordance with)
the laws of that territory, is acting under the)
authority of the company)

The Issuer Account Bank, the Issuer Cash Manager and an Issuer Swap Provider

EXECUTED as a **DEED** by)
SANTANDER UK PLC)
acting by its duly authorised attorney)

By:
Name:

The Issuer Corporate Services Provider

EXECUTED as a **DEED** by)
INTERTRUST MANAGEMENT)
LIMITED)
acting by two)
directors a director and the secretary)

Director

Director/Secretary

The U.S. Paying Agent

EXECUTED as a **DEED** on behalf of)
CITIBANK, N.A., NEW YORK BRANCH)
a company incorporated)
in the United States of America)

by:
being a person who, in accordance with)
the laws of that territory, is acting under the)
authority of the company)

The Issuer Account Bank, the Issuer Cash Manager and an Issuer Swap Provider

EXECUTED as a **DEED** by)
SANTANDER UK PLC)
acting by its duly authorised attorney)
By: [Redacted])
Name: [Redacted])



The Issuer Corporate Services Provider

EXECUTED as a **DEED** by)
INTERTRUST MANAGEMENT)
LIMITED)
acting by two)
directors/a director and the secretary)

Director

Director/Secretary

The U.S. Paying Agent

EXECUTED as a **DEED** on behalf of)
CITIBANK, N.A., NEW YORK BRANCH)
a company incorporated)
in the United States of America)

by:
being a person who, in accordance with)
the laws of that territory, is acting under the)
authority of the company)

The Issuer Account Bank, the Issuer Cash Manager and an Issuer Swap Provider

EXECUTED as a **DEED** by)
SANTANDER UK PLC)
acting by its duly authorised attorney)
By:
Name:

The Issuer Corporate Services Provider

EXECUTED as a **DEED** by)
INTERTRUST MANAGEMENT)
LIMITED)
acting by two)
directors/a director and the secretary)

Director

Director/Secretary



SCHEDULE

FORM OF ISSUER SECURITY POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made on 7 December 2018 by **FOSSE MASTER ISSUER PLC** (registered number 5925693) whose registered office is 35 Great St. Helen's, London EC3A 6AP (the **Principal**).

WHEREAS:

- (1) By virtue of a deed of charge (the **Issuer Deed of Charge**) dated 28 November 2006 (as subsequently supplemented and amended on 11 March 2010, 21 April 2011, 23 May 2012, 29 April 2016 and _____ 2018) between, *inter alios*, the Principal, the Issuer Security Trustee, the Note Trustee, the Agent Bank, the Principal Paying Agent, the Registrar, the Transfer Agent, the Issuer Cash Manager, the Issuer Account Bank, the Issuer Corporate Services Provider and the Issuer Swap Providers (each as referred to therein) provision was made for the execution by the Principal of this Power of Attorney.
- (2) Words and phrases in this Power of Attorney shall (save where expressed to the contrary) have the same meanings respectively as the words and phrases in the Issuer Deed of Charge.

NOW THIS POWER OF ATTORNEY WITNESSETH:

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

2. In favour of the Attorney, any Receiver and/or Administrator and/or Substitute, or a person dealing with any of them and the successors and assigns of such a person, all acts done and documents executed or signed by the Attorney, a Receiver, an Administrator or a Substitute in the purported exercise of any power conferred by this Power of Attorney shall for all purposes be valid and binding on the Principal and its successors and assigns.
3. The Principal irrevocably and unconditionally undertakes to indemnify the Attorney and each Receiver and/or Administrator and/or Substitute appointed from time to time by the Attorney and their respective estates (each as **Indemnified Party**) against all actions, proceedings, claims, costs, expenses and liabilities of every description arising from the exercise, or the purported exercise, of any of the powers conferred by this Power of Attorney, save where the same arises as the result of the fraud, negligence or wilful default of the relevant Indemnified Party or its officers or employees.
4. The provisions of **paragraph 3 above** shall continue in force after the revocation or termination, howsoever arising, of this Power of Attorney.
5. The laws of England shall apply to this Power of Attorney and the interpretation thereof and to all acts of the Attorney and each Receiver and/or Administrator and/or Substitute carried out or purported to be carried out under the terms hereof.
6. The Principal hereby agrees at all times hereafter to ratify and confirm whatsoever the said Attorney or its attorney or attorneys or any Receiver or Administrator or Substitute shall properly and lawfully do or cause to be done in and concerning the Issuer Security and/or the Issuer Charged Property.

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

EXECUTED as a **DEED** by)
FOSSE MASTER ISSUER PLC)
 acting by two directors, being)
 Intertrust Directors 1 Limited
 and Intertrust Directors 2 Limited)

Witness's Signature:.....

Name:

Address:

SUPPLEMENTAL ISSUER DEED OF CHARGE

13 SEPTEMBER 2019

BETWEEN

**FOSSE MASTER ISSUER PLC
(the Issuer)**

**SANTANDER UK PLC
(the Issuer Account Bank, the Issuer Cash Manager and an Issuer Swap Provider)**

**THE BANK OF NEW YORK MELLON, LONDON BRANCH
(the Issuer Security Trustee and the Note Trustee)**

**CITIBANK, N.A., London Branch
(the Principal Paying Agent, the Registrar, the Transfer Agent, the Exchange Rate Agent and the
Agent Bank)**

**CITIBANK, N.A., New York Branch
(the US Paying Agent)**

and

**INTERTRUST MANAGEMENT LIMITED
(the Issuer Corporate Services Provider)**

ALLEN & OVERY

Allen & Overy LLP

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THIS SUPPLEMENTAL ISSUER DEED OF CHARGE is made on 13 September 2019

BETWEEN:

- (1) **FOSSE MASTER ISSUER PLC**, a company incorporated in England and Wales with limited liability (registered number 5925693), and having its registered office at 35 Great St. Helen's, London EC3A 6AP (the **Issuer**);
- (2) **SANTANDER UK PLC**, a public limited company incorporated in England and Wales with limited liability (registered number 2294747), whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (acting in its capacity as the **Issuer Cash Manager** appointed by the Issuer under the Issuer Cash Management Agreement);
- (3) **SANTANDER UK PLC**, a public limited company incorporated in England and Wales with limited liability (registered number 2294747), whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (acting in its capacity as the **Issuer Account Bank** appointed by the Issuer under the Issuer Bank Account Agreement);
- (4) **THE BANK OF NEW YORK MELLON, LONDON BRANCH**, acting through its offices at 40th Floor, One Canada Square, London E14 5AL (acting in its capacity as the **Issuer Security Trustee**);
- (5) **THE BANK OF NEW YORK MELLON, LONDON BRANCH**, acting through its offices at 40th Floor, One Canada Square, London E14 5AL (acting in its capacity as the **Note Trustee**, which expression includes such company and all other persons or companies for the time being acting as trustee or trustees for the Noteholders in such capacity under the Note Trust Deed);
- (6) **CITIBANK, N.A. LONDON BRANCH**, acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Principal Paying Agent**);
- (7) **CITIBANK, N.A., LONDON BRANCH**, acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacities as the **Registrar**);
- (8) **CITIBANK, N.A., LONDON BRANCH**, acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacities as the **Transfer Agent**);
- (9) **CITIBANK, N.A., LONDON BRANCH**, acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Exchange Rate Agent**);
- (10) **CITIBANK, N.A. LONDON BRANCH**, acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Agent Bank**); and
- (11) **CITIBANK, N.A., NEW YORK BRANCH**, acting through its offices at 14th Floor, 388 Greenwich Street, New York, New York 10013 (acting in its capacity as the **U.S. Paying Agent**); and
- (12) **INTERTRUST MANAGEMENT LIMITED** a company incorporated in England and Wales with limited liability (registered number 03853947), whose registered office is at 35 Great St. Helen's, London EC3A 6AP (acting in its capacity as the Issuer Corporate Services Provider appointed by the Issuer under the **Issuer Corporate Services Agreement**).

BACKGROUND:

- (A) This Deed is supplemental to the Issuer Deed of Charge made between, among others, the Issuer and the Issuer Security Trustee and dated 28 November 2006 and as supplemented and amended on 11 March 2010, 21 April 2011, 23 May 2012, 29 April 2016 and 7 December 2018 (the **Existing Issuer Deed of Charge**).
- (B) On 23 November 2009, Santander UK plc replaced Alliance & Leicester as the Issuer Account Bank and acceded to the Issuer Deed of Charge in such capacity.
- (C) Pursuant to a bank business transfer scheme under Part VII of the Financial Services and Markets Act 2000 (the **Part VII Scheme**), all of Alliance & Leicester's business was transferred to Santander UK. The Part VII Scheme was approved by the Part VII Order and became effective on 28 May 2010 (the **Part VII Effective Date**). Following the approval of the Part VII Scheme which provided for the transfer of this Deed, all accrued rights and obligations of Alliance & Leicester in its capacities as the Issuer Cash Manager and an Issuer Swap Provider under the Existing Deed of Charge and all future rights and obligations of Alliance & Leicester in its capacity as the Issuer Cash Manager and an Issuer Swap Provider under the Existing Deed of Charge were transferred to, and vested in or became liabilities of, Santander UK on the Part VII Effective Date.
- (D) Pursuant to the supplemental funding 1 deed of charge (the **Supplemental Funding 1 Deed of Charge**), the supplemental issuer deed of charge (the **Supplemental Issuer Deed of Charge**) and the supplemental note trust deed (the **Supplemental Note Trust Deed**) each dated 7 December 2018, entered into by, amongst others, Law Debenture Trust Company of New York and The Bank of New York Mellon, London Branch, The Bank of New York Mellon, London Branch was appointed in place of Law Debenture Trust Company of New York as Funding 1 Security Trustee, Issuer Security Trustee and Note Trustee with effect from 7 December 2018.

IT IS AGREED as follows:

1. INTERPRETATION

- 1.1 The master definitions and construction schedule signed by, amongst others, the Issuer and dated 28 November 2006 (as the same may be amended, restated, varied, supplemented, replaced and/or novated from time to time with the consent of the parties thereto, including on 1 August 2007, 20 December 2007, 23 November 2009, 11 March 2010, 21 April 2011, 6 December 2011 and 27 April 2012, 19 August 2013, 9 October 2014, 29 April 2016 and the date hereof) (the **Master Definitions and Construction Schedule**) and the issuer master definitions and construction schedule, signed by, amongst others, the parties to this Deed and dated on 28 November 2006 (as the same may be amended, restated, varied, supplemented, replaced and/or novated from time to time with the consent of the parties this Deed, including on 1 August 2007, 20 December 2007, 23 November 2009, 11 March 2010, 21 April 2011, 27 April 2012 and 23 May 2012, 29 April 2016 and the date hereof) (the **Issuer Master Definitions and Construction Schedule**) are expressly and specifically incorporated into this Deed and, accordingly, the expressions defined in the Master Definitions and Construction Schedule and the Issuer Master Definitions and Construction Schedule shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Deed, including the recitals thereto.
- 1.2 This Deed shall be construed in accordance with the rules of construction set out in the Issuer Master Definitions and Construction Schedule.

2. AMENDMENT TO THE EXISTING DEED OF CHARGE

2.1 The parties hereto agree that, with effect from the date hereof, the Existing Issuer Deed of Charge shall be modified by adding a new clause 4.7 as follows:

“4.7 Securitisation Regulation (Article 21.4(d))

Each of the parties to this Deed acknowledges that no provision of this Deed shall require upon default of the Issuer the automatic liquidation by the Issuer Security Trustee of the Issuer Charged Property.”

3. SUPPLEMENTAL

Save as expressly amended by this Deed, the Existing Issuer Deed of Charge shall remain in full force and effect and the security created thereunder and all of the other rights, powers, obligations and immunities comprised therein and arising pursuant thereto shall remain in full force and effect notwithstanding this Deed. The Existing Issuer Deed of Charge and this Deed shall henceforth be read and construed as one document and references in the Existing Issuer Deed of Charge to "this Deed" shall be read as references to the Existing Issuer Deed of Charge as supplemented and amended by this Deed.

4. COUNTERPARTS

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

This Deed (in relation to any rights or assets situated in Scotland or otherwise governed by Scots law) shall be fully effective and binding on the Issuer upon at least one copy of this Deed having been executed and delivered by the Issuer, notwithstanding that this Deed has not then been executed and delivered by any other party thereto or that such other party has executed or executes or has delivered or delivers a counterpart to this Deed.

5. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 or the Contract (Third Party Rights) (Scotland) Act 2017 to enforce any term of this Deed, but this does not affect any right or remedy of a third party which exists or is available apart from those Acts.

6. LAW AND JURISDICTION

6.1 Governing law

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

6.2 Submission to jurisdiction

The Issuer irrevocably agrees for the benefit of the Issuer Security Trustee and the other Issuer Secured Creditors that the English courts have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Deed (and any non-contractual obligations arising out of or in connection with it) and accordingly submits to the exclusive jurisdiction of the English courts. The Issuer waives any objection to the courts of England on the grounds that they are an inconvenient or

inappropriate forum. The Issuer Security Trustee and the other Issuer Secured Creditors may take any suit, action or proceeding arising out of or in connection with this Deed (and any non-contractual obligations arising out of or in connection with it) (together referred to as **Proceedings**) against the Issuer in any other court of competent jurisdiction and concurrent Proceedings in any number of jurisdictions.

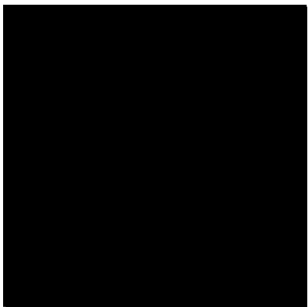
6.3 Waiver of trial by jury

Each party waives any right it may have to a jury trial of any claim or cause of action in connection with this Deed or any transaction contemplated by this Deed. This Deed may be filed as a written consent to trial by court.

THIS DEED has been executed as a deed by each of the parties and delivered on the date stated at the beginning of this Deed.

The Issuer

EXECUTED as a **DEED** by)
FOSSE MASTER ISSUER PLC)
Per pro Intertrust Directors 1 Limited as Director)
Per pro Intertrust Directors 2 Limited as Director)



In the presence of: [Redacted]
Witness: [Redacted]
Name: [Redacted]
Address: [Redacted]

The Issuer Security Trustee

EXECUTED as a **DEED** by)
THE BANK OF NEW YORK MELLON,)
LONDON BRANCH)
acting by its duly authorised attorney/signatory)

By:
Duly authorised attorney/signatory
Name:

in the presence of

Witness:
Name:
Address:

inappropriate forum. The Issuer Security Trustee and the other Issuer Secured Creditors may take any suit, action or proceeding arising out of or in connection with this Deed (and any non-contractual obligations arising out of or in connection with it) (together referred to as **Proceedings**) against the Issuer in any other court of competent jurisdiction and concurrent Proceedings in any number of jurisdictions.

6.3 Waiver of trial by jury

Each party waives any right it may have to a jury trial of any claim or cause of action in connection with this Deed or any transaction contemplated by this Deed. This Deed may be filed as a written consent to trial by court.

THIS DEED has been executed as a deed by each of the parties and delivered on the date stated at the beginning of this Deed.

The Issuer

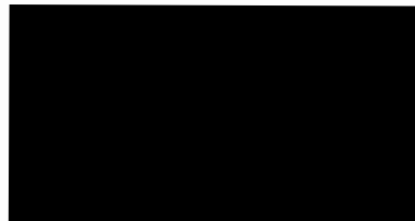
EXECUTED as a DEED by)
FOSSE MASTER ISSUER PLC)
Per pro Intertrust Directors 1 Limited as Director)
Per pro Intertrust Directors 2 Limited as Director)

In the presence of:

Witness:
Name:
Address:

The Issuer Security Trustee

EXECUTED as a DEED by)
THE BANK OF NEW YORK MELLON,)
LONDON BRANCH)
acting by its duly authorised attorney/signatory)



Vice President

By:
Duly authorised attorney/signatory
Name:

in the presence of

Witness:
Name:
Address:



The Note Trustee

EXECUTED as a **DEED** by)
THE BANK OF NEW YORK MELLON,)
LONDON BRANCH)
acting by its duly authorised attorney/signatory)

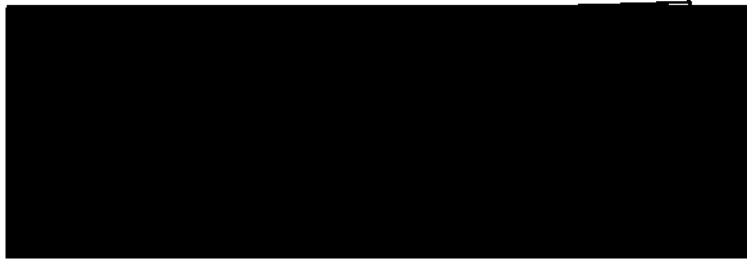


By:
Duly authorised attorney/signatory
Name:

Vice President

in the presence of

Witness:
Name:
Address:



**The Principal Paying Agent, the Agent Bank,
the Exchange Rate Agent, the Registrar
and the Transfer Agent**

EXECUTED as a **DEED** on behalf of)
CITIBANK, N.A., LONDON BRANCH)
acting by its delegated signatory)

In the presence of:
Witness:
Name:
Address:

The Note Trustee

EXECUTED as a **DEED** by)
THE BANK OF NEW YORK MELLON,)
LONDON BRANCH)
acting by its duly authorised attorney/signatory)

By:
Duly authorised attorney/signatory
Name:

in the presence of

Witness:
Name:
Address:

**The Principal Paying Agent, the Agent Bank,
the Exchange Rate Agent, the Registrar
and the Transfer Agent**

EXECUTED as a **DEED** on behalf of)
CITIBANK, N.A., LONDON BRANCH)
acting by its delegated signatory)

in the presence of: [Redacted] [Redacted]
Witness: [Redacted]
Name: [Redacted] Director
Address: [Redacted]

[Redacted] [Redacted]
[Redacted] vice President

The U.S. Paying Agent

EXECUTED as a DEED on behalf of)
CITIBANK, N.A., NEW YORK BRANCH)
a company incorporated)
in the United States of America)

by:)
being a person who, in accordance with)
the laws of that territory, is acting under the)
authority of the company)


Director

in the presence of)
Witness' signature)



Name:)
Vice President)



Address:)
)
)

The Issuer Account Bank, the Issuer Cash Manager and an Issuer Swap Provider

EXECUTED as a DEED by)
SANTANDER UK PLC)
acting by its duly authorised attorney)

By:)
Name:)

in the presence of)

Witness' signature:)

Name:)

Address:)

The U.S. Paying Agent

EXECUTED as a **DEED** on behalf of)
CITIBANK, N.A., NEW YORK BRANCH)
a company incorporated)
in the United States of America)

by:
being a person who, in accordance with)
the laws of that territory, is acting under the)
authority of the company)

in the presence of

Witness' signature:

Name:

Address:

The Issuer Account Bank, the Issuer Cash Manager and an Issuer Swap Provider

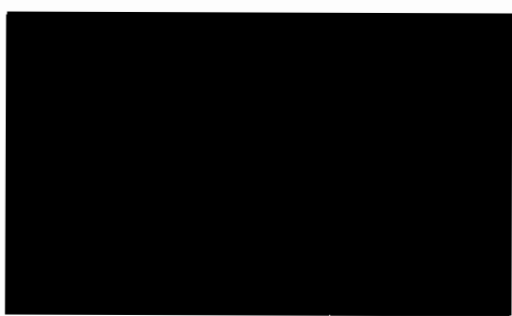
EXECUTED as a **DEED** by)
SANTANDER UK PLC)
acting by its duly authorised attorney)
By: [REDACTED]
Name: [REDACTED]

in the presence of

Witness' signature:

Name:

Address:

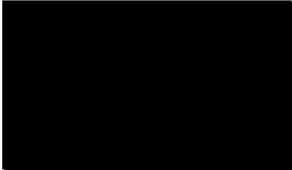


The Issuer Corporate Services Provider

EXECUTED as a **DEED** by)
INTERTRUST)
MANAGEMENT LIMITED)
acting by two)
directors/a director and the secretary)



Director



~~Director/Secretary~~

SUPPLEMENTAL ISSUER DEED OF CHARGE

28 June 2022

BETWEEN

FOSSE MASTER ISSUER PLC
(the Issuer)

SANTANDER UK PLC
(the Issuer Account Bank, the Issuer Cash Manager and an Issuer Swap Provider)

THE BANK OF NEW YORK MELLON, LONDON BRANCH
(the Issuer Security Trustee and the Note Trustee)

CITIBANK, N.A., London Branch
(the Principal Paying Agent, the Registrar, the Transfer Agent, the Exchange Rate Agent and the Agent Bank)

CITIBANK, N.A.
(the US Paying Agent)

and

INTERTRUST MANAGEMENT LIMITED
(the Issuer Corporate Services Provider)

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THIS SUPPLEMENTAL ISSUER DEED OF CHARGE is made on 28 June 2022

BETWEEN:

- (1) **FOSSE MASTER ISSUER PLC**, a company incorporated in England and Wales with limited liability (registered number 5925693), and having its registered office at 35 Great St. Helen's, London EC3A 6AP (the **Issuer**);
- (2) **SANTANDER UK PLC**, a public limited company incorporated in England and Wales with limited liability (registered number 2294747), whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (acting in its capacity as the **Issuer Cash Manager** appointed by the Issuer under the Issuer Cash Management Agreement);
- (3) **SANTANDER UK PLC**, a public limited company incorporated in England and Wales with limited liability (registered number 2294747), whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (acting in its capacity as the **Issuer Account Bank** appointed by the Issuer under the Issuer Bank Account Agreement);
- (4) **SANTANDER UK PLC**, a public limited company incorporated in England and Wales with limited liability (registered number 2294747), whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (acting in its capacity as an **Issuer Swap Provider**);
- (5) **THE BANK OF NEW YORK MELLON, LONDON BRANCH**, acting through its offices at 40th Floor, One Canada Square, London E14 5AL (acting in its capacity as the **Issuer Security Trustee**);
- (6) **THE BANK OF NEW YORK MELLON, LONDON BRANCH**, acting through its offices at 40th Floor, One Canada Square, London E14 5AL (acting in its capacity as the **Note Trustee**, which expression includes such company and all other persons or companies for the time being acting as trustee or trustees for the Noteholders in such capacity under the Note Trust Deed);
- (7) **CITIBANK, N.A., LONDON BRANCH**, acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Principal Paying Agent**);
- (8) **CITIBANK, N.A., LONDON BRANCH**, acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacities as the **Registrar**);
- (9) **CITIBANK, N.A., LONDON BRANCH**, acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacities as the **Transfer Agent**);
- (10) **CITIBANK, N.A., LONDON BRANCH**, acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Exchange Rate Agent**);
- (11) **CITIBANK, N.A., LONDON BRANCH**, acting through its offices at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the **Agent Bank**); and
- (12) **CITIBANK, N.A.**, acting through its offices at 14th Floor, 388 Greenwich Street, New York, New York 10013 (acting in its capacity as the **U.S. Paying Agent**); and
- (13) **INTERTRUST MANAGEMENT LIMITED** a company incorporated in England and Wales with limited liability (registered number 03853947), whose registered office is at 35 Great St. Helen's, London EC3A 6AP (acting in its capacity as the Issuer Corporate Services Provider appointed by the Issuer under the **Issuer Corporate Services Agreement**).

BACKGROUND:

- (A) This Deed is supplemental to the Issuer Deed of Charge made between, among others, the Issuer and the Issuer Security Trustee and dated 28 November 2006 and as supplemented and amended on 11 March 2010, 21 April 2011, 23 May 2012, 29 April 2016, 7 December 2018 and 13 September 2019 (the **Existing Issuer Deed of Charge**).
- (B) On 23 November 2009, Santander UK plc replaced Alliance & Leicester as the Issuer Account Bank and acceded to the Issuer Deed of Charge in such capacity.
- (C) Pursuant to a bank business transfer scheme under Part VII of the Financial Services and Markets Act 2000 (the **Part VII Scheme**), all of Alliance & Leicester's business was transferred to Santander UK. The Part VII Scheme was approved by the Part VII Order and became effective on 28 May 2010 (the **Part VII Effective Date**). Following the approval of the Part VII Scheme which provided for the transfer of this Deed, all accrued rights and obligations of Alliance & Leicester in its capacities as the Issuer Cash Manager and an Issuer Swap Provider under the Existing Deed of Charge and all future rights and obligations of Alliance & Leicester in its capacity as the Issuer Cash Manager and an Issuer Swap Provider under the Existing Deed of Charge were transferred to, and vested in or became liabilities of, Santander UK on the Part VII Effective Date.
- (D) Pursuant to the supplemental funding 1 deed of charge (the **Supplemental Funding 1 Deed of Charge**), the supplemental issuer deed of charge (the **Supplemental Issuer Deed of Charge**) and the supplemental note trust deed (the **Supplemental Note Trust Deed**) each dated 7 December 2018, entered into by, amongst others, Law Debenture Trust Company of New York and The Bank of New York Mellon, London Branch, The Bank of New York Mellon, London Branch was appointed in place of Law Debenture Trust Company of New York as Funding 1 Security Trustee, Issuer Security Trustee and Note Trustee with effect from 7 December 2018.

IT IS AGREED as follows:

1. INTERPRETATION

- 1.1 The master definitions and construction schedule signed by, amongst others, the Issuer and dated 28 November 2006 (as the same may be amended, restated, varied, supplemented, replaced and/or novated from time to time with the consent of the parties thereto, including on 1 August 2007, 20 December 2007, 23 November 2009, 11 March 2010, 21 April 2011, 6 December 2011 and 27 April 2012, 19 August 2013, 9 October 2014, 29 April 2016, 13 September 2019, 25 September 2019, 30 April 2020, 29 July 2021 and the date hereof) (the **Master Definitions and Construction Schedule**) and the issuer master definitions and construction schedule, signed by, amongst others, the parties to this Deed and dated on 28 November 2006 (as the same may be amended, restated, varied, supplemented, replaced and/or novated from time to time with the consent of the parties this Deed, including on 1 August 2007, 20 December 2007, 23 November 2009, 11 March 2010, 21 April 2011, 27 April 2012 and 23 May 2012, 29 April 2016, 13 September 2019, 29 July 2021 and the date hereof) (the **Issuer Master Definitions and Construction Schedule**) are expressly and specifically incorporated into this Deed and, accordingly, the expressions defined in the Master Definitions and Construction Schedule and the Issuer Master Definitions and Construction Schedule shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Deed, including the recitals thereto.
- 1.2 This Deed shall be construed in accordance with the rules of construction set out in the Issuer Master Definitions and Construction Schedule.

2. AMENDMENT TO THE EXISTING DEED OF CHARGE

- 2.1 The parties hereto agree that, with effect from the date hereof, clause 12.3 (*Requests for Consent or Approval*) of the Existing Issuer Deed of Charge shall be deleted and replaced with the following:

"12.3 Requests for Consent or Approval

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

- (a) if any Issuer Transaction Document specifies that the Issuer Security Trustee is required to give its consent or approval to that event, matter or thing if certain specified conditions are satisfied in relation to that event, matter or thing, then the Issuer Security Trustee will give its consent or approval to that event, matter or thing upon being satisfied that those specific conditions have been satisfied; and
- (b) in any other case, the Issuer Security Trustee shall give its consent or approval (or direct the Funding 1 Security Trustee to give its consent or approval) to that event, matter or thing only if so directed by (a) the Note Trustee so long as there are any Notes outstanding or (b) all of the other Issuer Secured Creditors, if there are no Notes outstanding."

3. SUPPLEMENTAL

Save as expressly amended by this Deed, the Existing Issuer Deed of Charge shall remain in full force and effect and the security created thereunder and all of the other rights, powers, obligations and immunities comprised therein and arising pursuant thereto shall remain in full force and effect notwithstanding this Deed. The Existing Issuer Deed of Charge and this Deed shall henceforth be read and construed as one document and references in the Existing Issuer Deed of Charge to "this Deed" shall be read as references to the Existing Issuer Deed of Charge as supplemented and amended by this Deed.

4. COUNTERPARTS

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

5. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 or the Contract (Third Party Rights) (Scotland) Act 2017 to enforce any term of this Deed, but this does not affect any right or remedy of a third party which exists or is available apart from those Acts.

6. LAW AND JURISDICTION

6.1 Governing law

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

6.2 **Submission to jurisdiction**

The Issuer irrevocably agrees for the benefit of the Issuer Security Trustee and the other Issuer Secured Creditors that the English courts have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Deed (and any non-contractual obligations arising out of or in connection with it) and accordingly submits to the exclusive jurisdiction of the English courts. The Issuer waives any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum. The Issuer Security Trustee and the other Issuer Secured Creditors may take any suit, action or proceeding arising out of or in connection with this Deed (and any non-contractual obligations arising out of or in connection with it) (together referred to as **Proceedings**) against the Issuer in any other court of competent jurisdiction and concurrent Proceedings in any number of jurisdictions.

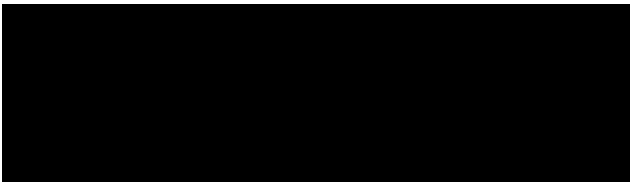
6.3 **Waiver of trial by jury**

Each party waives any right it may have to a jury trial of any claim or cause of action in connection with this Deed or any transaction contemplated by this Deed. This Deed may be filed as a written consent to trial by court.

THIS DEED has been executed as a deed by each of the parties and delivered on the date stated at the beginning of this Deed.

The Issuer

EXECUTED as a DEED by)
FOSSE MASTER ISSUER PLC)
Per pro Intertrust Directors 1 Limited as Director)
Per pro Intertrust Directors 2 Limited as Director)



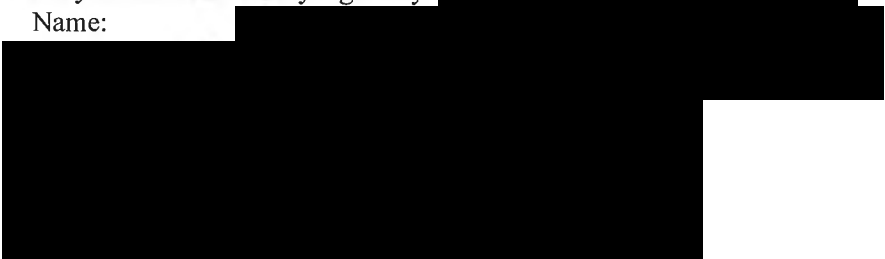
In the presence of:
Witness: [Redacted]
Name: [Redacted]
Address: [Redacted]

The Issuer Security Trustee

EXECUTED as a **DEED** by)
THE BANK OF NEW YORK MELLON,)
LONDON BRANCH)
acting by its duly authorised attorney/signatory)

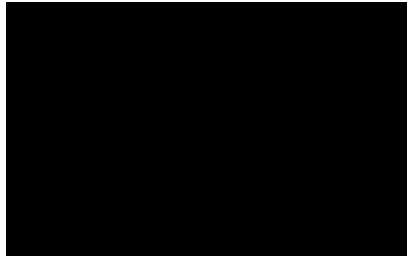


By:
Duly authorised attorney/signatory
Name:



The Note Trustee

EXECUTED as a **DEED** by)
THE BANK OF NEW YORK MELLON,)
LONDON BRANCH)
acting by its duly authorised attorney/signatory)

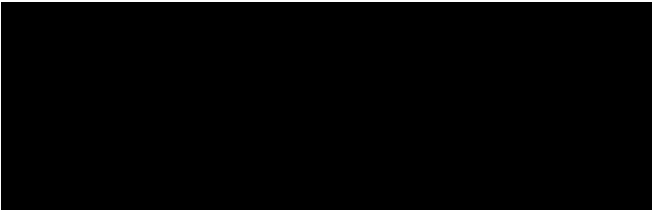


By:
Duly authorised attorney/signatory
Name:



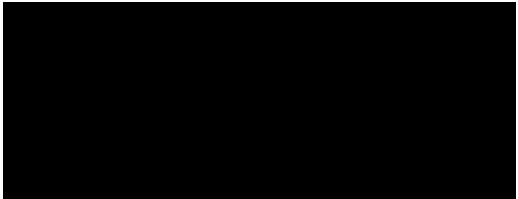
**The Principal Paying Agent, the Agent Bank,
the Exchange Rate Agent, the Registrar
and the Transfer Agent**

EXECUTED as a **DEED** on behalf of
CITIBANK, N.A., LONDON BRANCH
acting by its delegated signatory)
)



The U.S. Paying Agent

EXECUTED as a **DEED** on behalf of)
CITIBANK, N.A.)
a company incorporated)
in the United States of America)



by:)
being a person who, in accordance with)
the laws of that territory, is acting under the)
authority of the company)

The Issuer Account Bank, the Issuer Cash Manager and an Issuer Swap Provider

EXECUTED as a **DEED** by)
SANTANDER UK PLC)
acting by its duly authorised attorney)

By:
Name:

in the presence of

Witness' signature:

Name:

Address:

**The Principal Paying Agent, the Agent Bank,
the Exchange Rate Agent, the Registrar
and the Transfer Agent**

EXECUTED as a **DEED** on behalf of
CITIBANK, N.A., LONDON BRANCH
acting by its delegated signatory)
)

The U.S. Paying Agent

EXECUTED as a **DEED** on behalf of)
CITIBANK, N.A.)
a company incorporated)
in the United States of America)

by:
being a person who, in accordance with)
the laws of that territory, is acting under the)
authority of the company)

The Issuer Account Bank, the Issuer Cash Manager and an Issuer Swap Provider

EXECUTED as a **DEED** by)
SANTANDER UK PLC)
acting by its duly authorised attorney)

By: [Redacted]
Name: [Redacted]

in the presence of [Redacted]

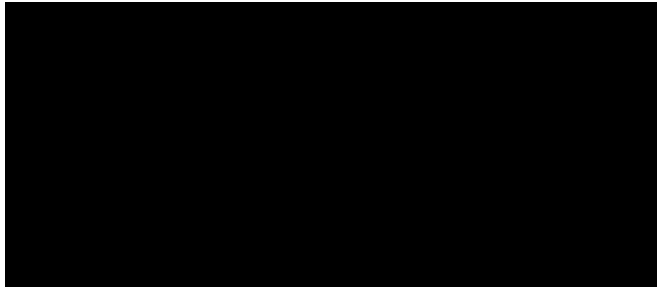
Witness' signature: [Redacted]

Name: [Redacted]

Address: [Redacted]

The Issuer Corporate Services Provider

EXECUTED as a **DEED** by)
INTERTRUST)
MANAGEMENT LIMITED)
acting by two)
directors/a director and the secretary)



Director

~~Director~~/Secretary