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FURTHER AMENDED AND RESTATED MASTER ISSUER TRUST DEED

DATED 18 DECEMBER 2014

HOLMES MASTER ISSUER PLC
(as Master Issuer)

and

THE BANK OF NEW YORK MELLON, LONDON BRANCH
(as Note Trustee)

relating to a

Residential Mortgage-Backed Note Issuance Programme

ALLEN & OVERY

Allen & Overy LLP

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THIS FURTHER AMENDED AND RESTATED MASTER ISSUER TRUST DEED is made on 18 December 2014

BETWEEN:

(1) **HOLMES MASTER ISSUER PLC** (registered number 5953811) whose registered office is at, 2 Triton Square, Regent's Place, London NW1 3AN (the **Master Issuer**); and

(2) **THE BANK OF NEW YORK MELLON**, **LONDON BRANCH** a New York banking corporation whose London branch address is at 40th Floor, One Canada Square, London E14 5AL (acting in its capacity as **Note Trustee**, which expression shall include such company and all other persons and companies for the time being acting as note trustee under this Deed).

WHEREAS:

(A) By a resolution of a duly authorised Board of Directors of the Master Issuer passed on 16 November 2006, the Master Issuer resolved to establish the Programme pursuant to which the Master Issuer may from time to time issue Notes as set out herein.

(B) In connection with the Programme, the Master Issuer and the Note Trustee entered into a Master Issuer Trust Deed on 28 November 2006 whereby the Note Trustee agreed to act as trustee for the benefit of the Noteholders upon and subject to the terms and conditions of that Deed.

(C) The Master Issuer and the Note Trustee have agreed to further amend and restate the Master Issuer Trust Deed dated 28 November 2006, as amended and restated and/or supplemented on 20 June 2007, 12 November 2010, 25 March 2011, 29 June 2012, 28 August 2012 and 29 August 2013.

NOW THIS MASTER ISSUER TRUST DEED WITNESSES AND IT IS AGREED AND DECLARED:

1. DEFINITIONS

1.1 The Twelfth Amended and Restated Master Definitions and Construction Schedule signed for the purposes of identification by Allen & Overy LLP and Slaughter and May on the date hereof (the **Master Definitions and Construction Schedule**) and the Sixteenth Amended and Restated Master Issuer Master Definitions and Construction Schedule signed for the purposes of identification by Allen & Overy LLP and Slaughter and May on 29 August 2013 (the **Master Issuer Definitions and Construction Schedule**), in each case as the same may be amended, varied or supplemented from time to time in accordance with the terms thereof, are expressly and specifically incorporated into this Deed and, accordingly, the expressions defined in the Master Definitions and Construction Schedule and the Master 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 hereto, and this Deed shall be construed in accordance with the interpretation provisions set out in Clause 2 of the Master Definitions and Construction Schedule and Clause 2 of the Master Issuer Master Definitions and Construction Schedule. In the event of a conflict between the Master Definitions and Construction Schedule and the Master Issuer Master Definitions and Construction Schedule, the Master Issuer Master Definitions Schedule shall prevail.

1.2 (a) All references in these presents to principal and/or premium and/or interest in respect of the Master Issuer Notes or to any monies payable by the Master Issuer under these presents shall be deemed to include a reference to any Additional Interest which may be payable under Condition 4.4 or, if applicable, under any undertaking or covenant given pursuant to sub-clause 2.2.

(b) All references in these presents to **£**, **sterling** or **pounds sterling** shall be construed as references to the lawful currency or currency unit for the time being of the United Kingdom of Great Britain and Northern Ireland. All references to **€**, **EUR**, **euro** or **Euro** shall be construed as references to the single currency introduced at the third stage of European Economic and Monetary Union pursuant to the Treaty on the functioning of the European Union as amended from time to time. All references to **$**, **U.S.$** or **U.S. dollars** shall be construed as references to the lawful currency or currency unit for the time being of the United States of America. All references to **CAD$**, **CAN $**, or **Canadian dollars** shall be construed as references to the lawful currency or currency unit for the time being of Canada.

(c) All references in this Deed to these presents means this Deed, the schedules hereto, the Master Issuer Notes, the Conditions, any deed expressed to be supplemental hereto or thereto and the schedules (if any) and the Master Issuer Deed of Charge and the schedules thereto, all as from time to time supplemented or modified in accordance with the provisions contained in this Deed and/or where applicable, therein contained.

(d) All references in these presents to guarantees or to an obligation being guaranteed shall be deemed to include respectively references to indemnities or to an indemnity being given in respect thereof.

(e) All references in these presents to any action, remedy or method of proceeding for the enforcement of the rights of creditors shall be deemed to include, in respect of any jurisdiction other than England, references to such action, remedy or method of proceeding for the enforcement of the rights of creditors available or appropriate in such jurisdiction as shall most nearly approximate to such action, remedy or method of proceeding described or referred to in these presents.

(f) All references in these presents to taking proceedings against the Master Issuer shall be deemed to include references to proving in the winding up of the Master Issuer.

(g) All references in these presents to DTC, Euroclear and Clearstream, Luxembourg, shall be deemed to include references to any other or additional clearing system as may be approved in writing by the Note Trustee or as may otherwise be specified in the applicable Final Terms.

(h) Unless the context otherwise requires words or expressions used in these presents shall bear the same meanings as in the Companies Act 2006.

(i) Wherever in this Deed there is a requirement for the consent of, or a request or direction from, the Noteholders, then, for so long as any of the Master Issuer Notes is represented by a Global Master Issuer Note registered in the name of DTC or its nominee, DTC may mail an Omnibus Proxy to the Master Issuer in accordance with and in the form used by DTC as part of its usual procedures from time to time. Such Omnibus Proxy shall assign the right to give such consent or, as the case may be, make such request or direction to DTC's direct participants as of the record date specified therein and any such assignee participant may give the relevant consent or,

as the case may be, make the relevant request or direction in accordance with this Deed.

(j) Wherever this Deed refers to a provision of the Trust Indenture Act, the provision shall be incorporated by reference in and made part of this Deed.

2. COVENANT TO REPAY AND TO PAY INTEREST ON MASTER ISSUER NOTES

2.1 The Master Issuer Notes will be issued in Series and Classes (or Sub-Classes). Each Series will comprise one or more Class A Master Issuer Notes and/or Class B Master Issuer Notes and/or Class M Master Issuer Notes and/or Class C Master Issuer Notes and/or Class Z Master Issuer Notes issued on the relevant Closing Date.

By not later than 5.00 p.m. (London time) on the second London Business Day preceding each proposed Closing Date, the Master Issuer shall deliver or cause to be delivered to the Note Trustee a copy of the applicable Final Terms and drafts of all legal opinions to be given in relation to the relevant Issue and shall notify the Note Trustee in writing without delay of the relevant Closing Date and the nominal amount of the Master Issuer Notes to be issued. Upon the issue and authentication of the relevant Master Issuer Notes, such Master Issuer Notes shall become constituted by these presents without further formality.

Before the first issue of Master Issuer Notes occurring after each anniversary of this Master Issuer Trust Deed and on such other occasions as the Note Trustee so requests (on the basis that the Note Trustee considers it necessary in view of a change (or a proposed change which is reasonably likely to result in an actual change) in English law affecting the Master Issuer, these presents, the Programme Agreement or the Master Issuer Paying Agent and Agent Bank Agreement or the Note Trustee has other grounds), the Master Issuer will procure that (a) further legal opinion(s) (relating, if applicable, to any such change or proposed change) in such form and with such content as the Note Trustee may require from the legal advisers specified in the Programme Agreement or such other legal advisers as the Note Trustee may require is/are delivered to the Note Trustee. Whenever such a request is made with respect to any Master Issuer Notes to be issued, the receipt of such opinion in a form satisfactory to the Note Trustee shall be a further condition precedent to the issue of those Master Issuer Notes.

2.2 The Master Issuer covenants with the Note Trustee that it will, as and when the Master Issuer Notes of any Series and Class (or Sub-Class) or any instalment of principal in respect thereof becomes due to be redeemed, or on such earlier date as the same or any part thereof may become due and repayable thereunder, in accordance with the Conditions, unconditionally pay or procure to be paid to or to the order of the Note Trustee in the Specified Currency, in London, New York City or the Principal Financial Centre of the country of the relevant specified currency, as applicable, in immediately available funds the principal amount of such Series and Class (or Sub-Class) or the amount of such instalment becoming due for redemption on that date and (except in the case of Zero Coupon Notes) shall in the meantime and until redemption in full of such Series and Class (or Sub-Class) of the Master Issuer Notes (both before and after any judgment or other order of a court of competent jurisdiction) unconditionally pay or procure to be paid to or to the order of the Note Trustee as aforesaid interest (which shall accrue from day to day) on the Principal Amount Outstanding of such Series and Class (or Sub-Class) of the Master Issuer Notes outstanding at the rates set out in or (as the case may be) calculated from time to time in accordance with Condition 4 and on the dates provided for in the Conditions **PROVIDED THAT**:

(a) every payment of principal or interest in respect of the Master Issuer Notes to or to the account of the Principal Paying Agent, in the manner provided in the Master Issuer Paying Agent and Agent Bank Agreement, shall operate in satisfaction *pro*

tanto of the relative covenant by the Master Issuer in sub-clause 2.2 contained in relation to such Series and Class (or Sub-Class) of the Master Issuer Notes except to the extent that there is default in the subsequent payment thereof in accordance with the Conditions to the relevant Noteholders;

(b) in any case where payment of principal is not made to the Note Trustee or the Principal Paying Agent, as applicable, on or before the due date, interest shall continue to accrue on the principal amount of such Series and Class (or Sub-Class) of the Master Issuer Notes (except in the case of Zero Coupon Notes) (both before and after any judgment or other order of a court of competent jurisdiction) at the rates aforesaid (or, if higher, the rate of interest on judgment debts for the time being provided by English law) up to and including the date which the Note Trustee determines to be the date on and after which payment is to be made to the Noteholders in respect thereof as stated in a notice given to the Noteholders in accordance with Condition 14 (such date to be not later than 30 days after the day on which the whole of such principal amount, together with an amount equal to the interest which has accrued and is to accrue pursuant to this proviso up to and including that date, has been received by the Note Trustee or the Principal Paying Agent, as applicable);

(c) in any case where payment of the whole or any part of the principal amount of any Master Issuer Note is improperly withheld or refused upon due presentation thereof (other than in circumstances contemplated by proviso (b) above) interest shall accrue on that principal amount of such Master Issuer Note (except in the case of any Zero Coupon Note) payment of which has been so withheld or refused (both before and after any judgment or other order of a court of competent jurisdiction) at the rates aforesaid (or, if higher, the rate of interest on judgment debts for the time being provided by English law) from and including the date of such withholding or refusal up to and including the date on which, upon further presentation of such Master Issuer Note, payment of the full amount (including interest as aforesaid) in the Specified Currency payable in respect of such Master Issuer Note is made or (if earlier) the day after notice is given to the relevant Noteholder (either individually or in accordance with Condition 14 that the full amount (including interest as aforesaid) in the Specified Currency payable in respect of such Master Issuer Note is available for payment, provided that, upon further presentation thereof being duly made, such payment is made; and

(d) notwithstanding any other provision of this Deed, the right of any Noteholder to receive payment of principal and interest on the Master Issuer Notes, on or after the respective due dates expressed in the Master Issuer Notes, or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Noteholder.

The Master Issuer shall pay additional interest in accordance with Condition 4.4.

The Note Trustee will hold the benefit of the covenants contained in this Clause on trust for the Noteholders and itself in accordance with this Deed.

2.3 At any time after a Note Event of Default shall have occurred or the Master Issuer Notes or any of them shall otherwise have become due and repayable or Definitive Notes have not been issued when so required in accordance with this Deed and the relative Global Master Issuer Notes, the Note Trustee may and shall, if directed by an Extraordinary Resolution of the Noteholders and subject to it being indemnified and/or secured to its satisfaction:

(a) by notice in writing to the Master Issuer, the Principal Paying Agent, the U.S. Paying Agent, the Transfer Agent and the Registrar require the Principal Paying Agent, the U.S. Paying Agent, the Transfer Agent and the Registrar pursuant to the Master Issuer Paying Agent and Agent Bank Agreement to:

(i) act thereafter as Principal Paying Agent, U.S. Paying Agent, Transfer Agent and Registrar respectively of the Note Trustee in relation to payments to be made by or on behalf of the Note Trustee under the provisions of this Deed *mutatis mutandis* on the terms provided in the Master Issuer Paying Agent and Agent Bank Agreement respectively (save that the Note Trustee's liability under any provisions thereof for the indemnification, remuneration and payment of out-of-pocket expenses of the Paying Agents, the Transfer Agent and the Registrar shall be limited to the amounts for the time being held by the Note Trustee on the trusts of these presents relating to the Master Issuer Notes and available for such purpose) and thereafter to hold all Master Issuer Notes and all sums, documents and records held by them in respect of the Master Issuer Notes on behalf of the Note Trustee; or

(ii) deliver up all Master Issuer Notes and all sums, documents and records held by them in respect of the Master Issuer Notes to the Note Trustee or as the Note Trustee shall direct in such notice provided that such notice shall be deemed not to apply to any documents or records which the relevant Paying Agent or the Transfer Agent or the Registrar, as the case may be, is obliged not to release by any law or regulation; and/or

(b) by notice in writing to the Master Issuer require it to make all subsequent payments in respect of the Master Issuer Notes to or to the order of the Note Trustee and not to the Principal Paying Agent; with effect from the issue of any such notice to the Master Issuer and until such notice is withdrawn sub-clause 2.2(a) relating to the Master Issuer Notes shall cease to have effect.

2.4 The Master Issuer shall require each paying agent not a party to the Master Issuer Paying Agent and Agent Bank Agreement to agree in writing to hold in trust for the benefit of the Noteholders or the Note Trustee all money held by such paying agent for the payment of principal of or interest on the Master Issuer Notes (whether such money has been paid to it by the Master Issuer or any other obligor of the Master Issuer Notes), and the Master Issuer and such paying agent shall each notify the Note Trustee of any default by the Master Issuer (or any other obligor of the Master Issuer Notes) in making any such payment.

2.5 All payments in respect of, under and in connection with these presents and any Series and Class (or Sub-Class) of the Master Issuer Notes to the relevant Noteholders shall be made in the relevant Specified Currency.

2.6 The Master Issuer shall be at liberty from time to time (but subject always to the provisions of these presents and satisfaction of the requirements set out in sub-clause 2.7) without the consent of the Noteholders to create and issue Master Issuer Notes having terms and conditions the same as any Series and Class (or Sub-Class) of the Master Issuer Notes (or the same in all respects save for the amount and date of the first payment of interest thereon) and

so that the same shall be consolidated and form a single series with the outstanding Master Issuer Notes of a particular Series and Class (or Sub-Class).

2.7 The Master Issuer may, without the consent of the Noteholders, raise funds, from time to time, on any date (each a **Closing Date**) by the creation and issue of a Series comprising one or more Classes of Class A Master Issuer Notes and/or Class B Master Issuer Notes and/or Class M Master Issuer Notes and/or Class C Master Issuer Notes and/or Class Z Master Issuer Notes, provided that:

(a) the Rating Agencies confirm in writing that each Class of Master Issuer Notes then outstanding will not be downgraded, withdrawn or qualified by the Rating Agencies as a result of the issue of such Series of Master Issuer Notes, and the implicit ratings of the Master Issuer Term Advances outstanding at that time, will not be downgraded, withdrawn or qualified because of the issue;

(b) no Note Enforcement Notice has as at the applicable Closing Date been served on the Issuer;

(c) as at the most recent Interest Payment Date, there is no debit balance (which remains outstanding) on the Principal Deficiency Ledger in respect of any Term Advance (other than any Term NR Advances) outstanding at that time;

(d) in relation to the creation and issue of Class A Master Issuer Notes, on the applicable Closing Date and after giving effect to the issuance of such Series of Class A Master Issuer Notes on such Closing Date, the Class A Available Subordinated Amount is equal to or greater than the Class A Required Subordinated Amount;

(e) in relation to the creation and issue of Class B Master Issuer Notes, on the applicable Closing Date and after giving effect to the issuance of such Series of Class B Master Issuer Notes on such Closing Date, the Class B Available Subordinated Amount is equal to or greater than the Class B Required Subordinated Amount;

(f) in relation to the creation and issue of Class M Master Issuer Notes, on the applicable Closing Date and after giving effect to the issuance of such Series of Class M Master Issuer Notes on such Closing Date, the Class M Available Subordinated Amount is equal to or greater than the Class M Required Subordinated Amount; and

(g) in relation to the creation and issue of Class C Master Issuer Notes, on the applicable Closing Date and after giving effect to the issuance of such Series of Class C Master Issuer Notes on such Closing Date, the Class C Available Subordinated Amount is equal to or greater than the Class C Required Subordinated Amount,

provided that, in respect of any such issuance of a Series of Master Issuer Notes, such conditions shall be waived by the Note Trustee if (i) requested by the Master Issuer; and (ii) the Note Trustee has received confirmation from the Rating Agencies that such waiver will not result in a downgrading, qualification or withdrawal of the ratings of any Class of Master Issuer Notes outstanding as at the applicable Closing Date.

2.8 The Master Issuer Notes of each Series shall form a separate Series of Master Issuer Notes and accordingly, unless for any purpose the Note Trustee in its absolute discretion shall otherwise determine, the provisions of this Clause, Clauses 3 to 19 (both inclusive), sub-clause 22.2 and Schedule 3 hereto shall apply *mutatis mutandis* separately and independently to the Master Issuer Notes of each Series and in such Clauses and Schedule the expressions Master Issuer Notes and Noteholders shall (where appropriate) be construed accordingly.

3. FORM AND ISSUE OF MASTER ISSUER NOTES

3.1 (a) Subject to paragraph (c) below, each Series and Class (or Sub-Class) of the Rule 144A Master Issuer Notes will be initially offered and sold in the United States to "qualified institutional buyers" (**QIBs**) pursuant to Rule 144A (**Rule 144A**) under the United States Securities Act of 1933, as amended (the **Securities Act**). Each Series and Class (or Sub-Class) of the Rule 144A Master Issuer Notes will initially be represented by a separate Rule 144A Global Master Issuer Note in registered form, in each case without coupons or talons attached and which, in aggregate, will represent the aggregate Principal Amount Outstanding of such Rule 144A Master Issuer Notes.

(b) Subject to paragraph (c) below, each Series and Class (or Sub-Class) of the Reg S Master Issuer Notes will be initially offered and sold outside the United States to non-U.S. persons pursuant to Regulation S (**Reg S**) under the Securities Act. Each Series and Class (or Sub-Class) of Reg S Master Issuer Notes will initially be represented by a Reg S Global Master Issuer Note in registered form, in each case without coupons or talons attached and which, in aggregate, will represent the aggregate Principal Amount Outstanding of such Reg S Master Issuer Notes.

(c) If specified in the applicable Final Terms, each Series and Class (or Sub-Class) of Rule 144A Master Issuer Notes or Reg S Master Issuer Notes may initially be represented by Rule 144A Definitive Notes or Reg S Definitive Notes, as the case may be, in each case in registered form.

(d) The Note Trustee shall be deemed to approve the issuance of such Series and Class (or Sub-Class) of Master Issuer Notes as referred to in subclauses 3.1(a), 3.1(b) and 3.1 (c) if it has not objected to any of the terms thereof within two London Business Days of receipt by the Note Trustee of the notification as referred to in sub-clause 14(ff) below.

3.2 The Global Master Issuer Notes shall be printed or typed in, or substantially in, the form set out in Schedule 1 and may be executed manually or in facsimile, which the Master Issuer shall deposit with the DTC Custodian or the Common Depositary or the Common Safekeeper as the case may be, and registered in the name of a nominee of such Common Depositary or Common Safekeeper, as the case may be. Each Global Master Issuer Note shall represent such of the outstanding Master Issuer Notes of the relevant Series and Class (or Sub-Class) as shall be specified therein and each shall provide that it shall represent the aggregate Principal Amount Outstanding of the relevant Series and Class (or Sub-Class) of Master Issuer Notes from time to time endorsed thereon and that the aggregate Principal Amount Outstanding of the Master Issuer Notes represented thereby may from time to time be reduced or increased, as appropriate, to reflect exchanges, redemptions, purchases, cancellations and transfers of interests therein in accordance with the terms of this Deed and the Master Issuer Paying Agent and Agent Bank Agreement. Any endorsement of a Global Master Issuer Note to reflect the amount of any increase or decrease in the Principal Amount Outstanding of any Series and Class (or Sub-Class) of Master Issuer Notes represented thereby shall be made by the Registrar in accordance with Clause 5. Title to the Global Master Issuer Notes shall pass by and upon the registration in the Register in respect thereof in accordance with the provisions of these presents. The Global Master Issuer Notes shall be issuable only in registered form without coupons or talons attached and signed manually or in facsimile by a person duly authorised by the Master Issuer on behalf of the Master Issuer and shall be authenticated by or on behalf of the Principal Paying Agent and, in the case of Global Notes held under the NSS, effectuated by the Common Safekeeper. The Global Master Issuer Notes so executed and authenticated (and, if applicable, effectuated) shall be binding and valid

obligations of the Master Issuer, notwithstanding that such duly authorised person (for whatever reason) no longer holds that office at the time the Principal Paying Agent authenticates the relevant Global Master Issuer Note.

3.3 The Global Master Issuer Notes shall be issued by the Master Issuer to either (a) Cede & Co, as nominee on behalf of DTC, in respect of each U.S. Global Master Issuer Note to be cleared through DTC or (b) in respect of each Reg S Global Master Issuer Note and each U.S. Global Master Issuer Note to be cleared through Euroclear and Clearstream, Luxembourg, The Bank of New York (Depository) Nominees Limited, as nominee for the Common Depositary, or the Common Safekeeper, as the case may be, on terms that the DTC, the Common Depositary or the Common Safekeeper, as the case may be, shall, respectively, hold the same for the account of the persons who would otherwise be entitled to receive the Definitive Notes and the successors in title to such persons appearing in the records of DTC, Euroclear and Clearstream, Luxembourg for the time being. Upon the issuance of each such Global Master Issuer Notes, DTC, Euroclear and Clearstream, Luxembourg shall credit, on their respective internal book-entry registration and transfer systems, the accounts of holders of Book-Entry Interests with the respective interests owned by such holders.

3.4 The provisions of the "Operating Procedures of the Euroclear System" and "Terms and Conditions Governing Use of Euroclear" and the "General Terms and Conditions of Clearstream, Luxembourg" and "Customer Handbook" of Clearstream, Luxembourg shall be applicable to interests in the Global Master Issuer Notes that are held through Euroclear and Clearstream, Luxembourg.

3.5 The Master Issuer shall issue Definitive Notes in accordance with sub-clause 3.6(b) only if any of the following applies while any Series and Class (or Sub-Class) of Master Issuer Notes are represented by a Global Master Issuer Note at any time after the 40th day following the later of the date of the issue of such Global Master Issuer Note and the commencement of the offering of the relevant Master Issuer Notes:

(a) (in the case of any U.S. Global Master Issuer Notes to be cleared through DTC) DTC has notified the Master Issuer that it is at any time unwilling or unable to continue as the registered holder of such U.S. Global Master Issuer Notes or is at any time unwilling or unable to continue as, or ceases to be, a clearing agency registered under the Exchange Act, and a successor to DTC registered as a clearing agency under the Exchange Act is not able to be appointed by the Master Issuer within 90 days of such notification, or (in the case of either the U.S. Global Master Issuer Notes to be cleared through Euroclear and Clearstream, Luxembourg or the Reg S Global Master Issuer Notes) both Euroclear and Clearstream, Luxembourg are closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announce an intention permanently to cease business and do so cease to do business and no alternative clearing system satisfactory to the Note Trustee is available; and

(b) as a result of any amendment to, or change in, the laws or regulations of the United Kingdom (or of any political sub-division thereof) or of any authority therein or thereof having power to tax or in the interpretation or administration by a revenue authority or a court or administration of such laws or regulations which becomes effective on or after the date of issue of such Global Master Issuer Note, the Master Issuer or any Paying Agent is or will be required to make any deduction or withholding from any payment in respect of such Master Issuer Notes which would not be required were the Master Issuer Notes in definitive form.

3.6

(a) Any Definitive Notes issued by the Master Issuer on a Closing Date will be in registered form and, in each case, in an Authorised Denomination. The Master Issuer shall, on or prior to each Closing Date, deliver the unauthenticated Definitive Note of the relevant Series and Class (or Sub-Class) being issued on such Closing Date to or to the order of the Principal Paying Agent for authentication. The Definitive Notes shall be printed or typed in, or substantially in, the form set out in Schedule 2 in the denomination and transferable in units specified for such notes in the applicable Final Terms, shall be serially numbered and shall be endorsed with a form of transfer in the form, or substantially in the form, also set out in Schedule 2. Title to the Definitive Notes shall pass by and upon the registration in the Register in respect thereof in accordance with the provisions of these presents. The Definitive Notes shall be issuable only in registered form without coupons or talons attached and signed manually or in facsimile by a person duly authorised by or on behalf of the Master Issuer and shall be authenticated by or on behalf of the Principal Paying Agent. Each Master Issuer Note so executed and authenticated shall be a binding and valid obligation of the Master Issuer, notwithstanding that such duly authorised person (for whatever reason) no longer holds that office at the time the Principal Paying Agent authenticates the Note.

(b) If required by sub-clause 3.5, the Master Issuer shall, at its sole cost and expense within 30 days of the occurrence of the relevant event referred to in sub-clause 3.5(a) or 3.5(b), issue Definitive Notes of the same class as the Series and Class (or Sub-Class) of Master Issuer Notes represented by the relevant Global Master Issuer Note in exchange for the whole (or the remaining part(s) outstanding) of the relevant Global Master Issuer Note. If Definitive Notes are issued, the beneficial interests represented by the U.S. Global Master Issuer Notes of each Series and Class (or Sub-Class) shall be exchanged by the Master Issuer for Definitive Notes of that Series and Class (or Sub-Class) (such exchanged U.S. Global Master Issuer Notes, the U.S. Definitive Master Issuer Notes) and the beneficial interests represented by the Reg S Global Master Issuer Note of each Series and Class (or Sub-Class) denominated in Sterling or Euro shall be exchanged by the Master Issuer for Definitive Notes of that Series and Class (or Sub-Class) (such exchanged Reg S Global Master Issuer Notes, the Reg S Definitive Notes). The Definitive Notes shall be printed or typed in, or substantially in, the form set out in Schedule 2 in the denomination and transferable in units specified for such notes in the applicable Final Terms, shall be serially numbered and shall be endorsed with a form of transfer in the form, or substantially in the form, also set out in Schedule 2. Title to the Definitive Notes shall pass by and upon the registration in the Register in respect thereof in accordance with the provisions of these presents. The Definitive Notes shall be issuable only in registered form without coupons or talons attached and signed manually or in facsimile by a person duly authorised by or on behalf of the Master Issuer and shall be authenticated by or on behalf of the Principal Paying Agent. Each Master Issuer Note so executed and authenticated shall be a binding and valid obligation of the Master Issuer, notwithstanding that such duly authorised person (for whatever reason) no longer holds that office at the time the Principal Paying Agent authenticates the Note.

3.7 If the Master Issuer is obliged to issue or procure the issue of any Definitive Notes pursuant to sub-clause 3.6(b) but fails to do so within 30 days of the occurrence of the relevant event referred to in sub-clause 3.5(a) or 3.5(b), then the Master Issuer shall indemnify the Note Trustee, the registered holder of the relevant Global Master Issuer Note(s) and the relevant Noteholders and keep them indemnified against any and all loss or damage incurred by any of

them if the amount received by the Note Trustee, the registered holder of such Global Master Issuer Note(s) or the relevant Noteholders in respect of the Master Issuer Notes is less than the amount that would have been received had Definitive Notes been issued in accordance with sub-clause 3.6(b). If and for so long as the Master Issuer discharges its obligations under this indemnity, the breach by the Master Issuer of the provisions of sub-clause 3.6(b) shall be deemed to be cured *ab initio*.

3.8 (a) While any Series and Class (or Sub-Class) of Master Issuer Notes are represented by a Definitive Note issued pursuant to sub-clause 3.6(a) above, the Master Issuer shall issue Global Notes in exchange for such Definitive Notes only if:

(A) requested or instructed to do so in writing by the registered holders of 100% of the Principal Amount Outstanding of such Definitive Note; and

(B) such holders have provided to the Master Issuer and the Principal Paying Agent, DTC, Clearstream, Luxembourg or Euroclear (as applicable) account details in a form satisfactory to the Principal Paying Agent or, failing which, the Master Issuer has provided such persons with such account details;

and provided that neither sub-clause 3.5(a) nor sub-clause 3.5(b) applies at such time.

(b) If required by sub-clause 3.8(a) above, the Master Issuer shall, at its sole cost and expense within 3 Business Days of the request, issue Global Master Issuer Notes of the same Series and Class (or Sub-Class) as the Series and Class (or Sub-Class) of Master Issuer Notes represented by the relevant Definitive Notes in exchange for the whole (or the remaining part(s) outstanding) of the relevant Definitive Notes in accordance with Clauses 3.2 and 3.3. If Global Master Issuer Notes are issued pursuant to this Clause 3.8, the beneficial interests represented by the Rule 144A Definitive Notes of each Series and Class (or Sub-Class) of such Notes shall be exchanged by the Master Issuer for Rule 144A Global Master Issuer Notes of that Series and Class (or Sub-Class) and the beneficial interests represented by the Reg S Definitive Notes of each Series and Class (or Sub-Class) of such Notes shall be exchanged by the Master Issuer for Reg S Global Master Issuer Notes of that Series and Class (or Sub-Class). For the avoidance of doubt, the provisions of this Master Issuer Trust Deed (including this Clause 3) shall apply to any such Global Master Issuer Notes which have been issued in exchange for Definitive Notes pursuant to this Clause 3.8.

(c) For the purpose of the 2011-2 Notes only, any undertaking or request provided by a registered holder of the Definitive Notes and addressed to the Master Issuer and the Note Trustee granting its consent to the exchange of such Definitive Notes for Global Notes shall be deemed a written request for the purposes of this Clause 3.8 by such holder (in respect of its entire holding) to the Master Issuer to exchange such Definitive Notes for Global Notes in accordance with this Clause 3.8. The Note Trustee shall be entitled to accept such undertaking or request as sufficient evidence of such written request and shall not be bound in any case to call for further evidence or responsible for any liability that may be occasioned by it or any other person acting on such undertaking or request.

4. REPLACEMENT OF MASTER ISSUER NOTES

If a mutilated or defaced Global Master Issuer Note or Definitive Note is surrendered to the Registrar or Transfer Agent or the Principal Paying Agent, if a Noteholder claims that a Global Master Issuer Note or Definitive Note has been lost, stolen or destroyed, the Master

Issuer shall issue, and the Principal Paying Agent shall authenticate, a replacement Global Master Issuer Note or Definitive Note, respectively, and in the case of a Global Note held under the NSS, the Common Safekeeper shall effectuate a replacement Global Note, on receipt of satisfactory evidence in accordance with Condition 13. An indemnity for an amount sufficient in the judgement of the Master Issuer and (in the case of a Definitive Note) the Registrar and (in the case of a Global Master Issuer Note) the Principal Paying Agent to protect the Master Issuer and (in the case of a Definitive Note) the Registrar and (in the case of a Global Master Issuer Note) the Principal Paying Agent from any loss which any of them may suffer if a Global Master Issuer Note or a Definitive Note is replaced may be required by the Master Issuer and (in the case of a Definitive Note) the Registrar and (in the case of a Global Master Issuer Note) the Principal Paying Agent. The Master Issuer may charge such Noteholder for its costs in replacing such Master Issuer Note.

5. REGISTER, TRANSFER AND EXCHANGE OF MASTER ISSUER NOTES

5.1 Transfer and Exchange of Global Master Issuer Notes

A Global Master Issuer Note will be exchanged by the Master Issuer for another Global Master Issuer Note or Definitive Note(s) only in the circumstances set forth in sub-clause 3.5, the Conditions, the Master Issuer Paying Agent and Agent Bank Agreement and the relevant Global Master Issuer Note. Upon the occurrence of any of the events specified therein concerning the exchange of a Global Master Issuer Note for Definitive Notes, Definitive Notes of the relevant Series and Class (or Sub-Class) shall be issued in such names as the Master Issuer shall instruct the Registrar (based on the instructions of DTC and Euroclear and Clearstream, Luxembourg) and the Registrar shall cause the Principal Amount Outstanding of the applicable Global Master Issuer Note to be reduced accordingly, cancel such Global Master Issuer Note (if applicable) and direct DTC and Euroclear and Clearstream, Luxembourg to make corresponding reductions in their book-entry systems, and the Master Issuer shall execute and the Principal Paying Agent shall authenticate such Definitive Notes of the relevant Series and Class (or Sub-Class) in the appropriate principal amounts and the Registrar will register them. The Registrar shall deliver such Definitive Notes to the persons in whose names such Notes are so registered. Reg S Definitive Notes issued in exchange for a Book-Entry Interest pursuant to sub-clause 5.1 shall bear the legend set forth in sub-clause 5.4(b), and shall be subject to all restrictions on transfer contained therein to the same extent as the Global Master Issuer Note so exchanged. Global Master Issuer Notes may also be exchanged or replaced, in whole or in part, *mutatis mutandis,* as provided in Clause 4**.** Every Master Issuer Note executed, authenticated and delivered in exchange for, or in lieu of, a Global Master Issuer Note or any portion thereof, pursuant to Clause 4 hereof, shall be executed, authenticated and delivered in the form of, and shall be, a Global Master Issuer Note. A Global Master Issuer Note may not be exchanged for another Master Issuer Note other than as provided in sub-clause 5.1.

Notwithstanding any other provisions of this Master Issuer Trust Deed or the Master Issuer Notes, transfers and exchanges of interests in Global Master Issuer Notes shall be made only in accordance with the following provisions:

(a) **Transfers from a Rule 144A Global Master Issuer Note to a Reg S Global Master Issuer Note.** If the holder of a beneficial interest in a Rule 144A Global Master Issuer Note of one Series or Class (or Sub-Class) wishes at any time to transfer such interest to a person who wishes to take delivery thereof in the form of a beneficial interest in the Reg S Global Master Issuer Note of the same Series and Class (or Sub-Class) such transfer may be effected, subject to the rules and procedures of DTC, Euroclear and Clearstream, Luxembourg, to the extent applicable (the **Applicable Procedures**) by the transferor giving a certificate to the Registrar in,

or substantially in, the form set out in **Part I** of **Schedule 3** hereto. Upon receipt by the Registrar of the relevant certificate given by the transferor, the Registrar shall present the Global Master Issuer Note of the relevant Series and Class (or Sub-Class) to, or to the order of, the relevant Paying Agent which shall reduce the Principal Amount Outstanding of such Rule 144A Global Master Issuer Note and increase the Principal Amount Outstanding of the corresponding Reg S Global Master Issuer Note by the principal amount of the beneficial interest in such Rule 144A Global Master Issuer Note to be transferred, by annotation thereon.

(b) **Transfers from a Reg S Global Master Issuer Note to a Rule 144A Global Master Issuer Note during the Distribution Compliance Period.** If the holder of a beneficial interest in a Reg S Global Master Issuer Note of one Series and Class (or Sub-Class) wishes at any time during the Distribution Compliance Period to transfer such interest to a person who wishes to take delivery thereof in the form of a beneficial interest in the Rule 144A Global Master Issuer Note of the same Series and Class (or Sub-Class), such transfer may be effected, subject to the Applicable Procedures, by the transferor giving a certificate to the Registrar in, or substantially in, the form set out in **Part II** of **Schedule 3** hereto. Upon receipt by the Registrar of the relevant certificate given by the transferor, the Registrar shall present the Global Master Issuer Note of the relevant Series and Class (or Sub-Class) to, or to the order of, the relevant Paying Agent which shall reduce the Principal Amount Outstanding of such Reg S Global Master Issuer Note and increase the Principal Amount Outstanding of such Rule 144A Global Master Issuer Note by the principal amount of the beneficial interest in such Reg S Global Master Issuer Note to be so transferred, by annotation thereon.

(c) **Transfers from a Reg S Global Master Issuer Note to a Rule 144A Global Master Issuer Note after the Distribution Compliance Period.** If the holder of a beneficial interest in a Reg S Global Master Issuer Note of one Series and Class (or Sub-Class) wishes at any time after the Distribution Compliance Period to transfer such interest to a person who wishes to take delivery thereof in the form of a beneficial interest in the Rule 144A Global Master Issuer Note of the same Series and Class (or Sub-Class), such transfer may be effected subject only to the Applicable Procedures. The Registrar shall present the Global Master Issuer Note of the relevant Series and Class (or Sub-Class) to, or to the order of, the relevant Paying Agent which shall reduce the Principal Amount Outstanding of such Reg S Global Master Issuer Note and increase the Principal Amount Outstanding of such Rule 144A Global Master Issuer Note by the principal amount of the beneficial interest in such Reg S Global Master Issuer Note to be so transferred, by annotation thereon.

(d) **Exchanges of a Rule 144A Global Master Issuer Note for a Reg S Global Master Issuer Note.** If the holder of a beneficial interest in a Rule 144A Global Master Issuer Note of one Series and Class (or Sub-Class) wishes at any time to exchange such interest for a beneficial interest in the Reg S Global Master Issuer Note of the same Series and Class (or Sub-Class), such exchange may be effected, subject to the Applicable Procedures, by the transferor giving a certificate to the Registrar in, or substantially in, the form set out in **Part I** of **Schedule 3** hereto. Upon receipt by the Registrar of the relevant certificate given by the holder of the beneficial interest, the Registrar shall present the Global Master Issuer Note of the relevant Series and Class (or Sub-Class) to, or to the order of, the relevant Paying Agent which shall reduce the Principal Amount Outstanding of such Rule 144A Global Master Issuer Note and increase the Principal Amount Outstanding of the corresponding Reg S Global Master

Issuer Note by the principal amount of the beneficial interest in such Rule 144A Global Master Issuer Note to be so exchanged, by annotation thereon.

(e) **Exchanges of a Reg S Global Master Issuer Note for a Rule 144A Global Master Issuer Note.** If the holder of a beneficial interest in a Reg S Global Master Issuer Note of one Series and Class (or Sub-Class) wishes at any time to exchange such interest for a beneficial interest in the Rule 144A Global Master Issuer Note of the same Series and Class (or Sub-Class), such exchange may be effected, subject to the Applicable Procedures, by the transferor giving a certificate to the Registrar in, or substantially in, the form set out in **Part II** of **Schedule 3** hereto. Upon receipt by the Registrar of the relevant certificate given by the holder of the beneficial interest, the Registrar shall present the Global Master Issuer Note of the relevant Series and Class (or Sub-Class) to, or to the order of, the relevant Paying Agent which shall reduce the Principal Amount Outstanding of such Reg S Global Master Issuer Note and increase the Principal Amount Outstanding of the corresponding Rule 144A Global Master Issuer Note by the principal amount of the beneficial interest in such Reg S Global Master Issuer Note to be so exchanged, by annotation thereon.

5.2 Transfer and Exchange of Book-Entry Interests

The transfer and exchange of Book-Entry Interests shall be effected through DTC, Euroclear and/or Clearstream, Luxembourg, as the case may be, in accordance with these presents, the Master Issuer Paying Agent and Agent Bank Agreement and the procedures therefor of DTC, Euroclear and/or Clearstream, Luxembourg, as the case may be. Book-Entry Interests shall be subject to restrictions on transfer comparable to those set forth herein and in the Master Issuer Paying Agent and Agent Bank Agreement to the extent required by the Securities Act. The Note Trustee shall have no obligation to ascertain or to monitor DTC's, Euroclear's or Clearstream, Luxembourg's compliance with any such restrictions on transfer.

5.3 Transfer of Definitive Notes

Definitive Notes may be transferred in whole or in part (provided that any partial transfer relates to a Definitive Note) in the principal amount specified in the applicable Final Terms or, in each case, in such other denominations as the Note Trustee shall determine and notify to the relevant Noteholders. When Definitive Notes are presented by a Noteholder to the Registrar with a request to register the transfer of such Definitive Notes, the Registrar shall register the transfer as requested only if such Definitive Notes are presented or surrendered for registration of transfer and are endorsed or accompanied by a written instrument of transfer in form satisfactory to the Registrar duly executed by such Noteholder or by his attorney duly authorised in writing and upon receipt of such certificates and other documents as shall be necessary to evidence compliance with the restrictions on transfer contained in these presents and in the Master Issuer Paying Agent and Agent Bank Agreement. Thereupon, the Registrar shall request the Master Issuer to issue and the Principal Paying Agent to authenticate the new Definitive Notes required to be issued in connection with such transfer. In the case of a transfer of part only of such Definitive Master Issuer Note, a new Definitive Note in respect of the balance not transferred will be issued to the transferor. All transfers of Definitive Notes are subject to any restrictions on transfer set forth on such Definitive Notes and the detailed regulations concerning transfers in the Master Issuer Paying Agent and Agent Bank Agreement. Notwithstanding the above, no transfer of the Definitive Notes issued in relation to the 2011-2 Notes may be effected in accordance with this clause without the prior consent of the Master Issuer, such consent to be given in accordance with clause 8.11 of the Master Issuer Paying Agent and Agent Bank Agreement.

5.4 United States Transfer and Exchange Restrictions

Each purchaser of a Rule 144A Global Master Issuer Note, a Reg S Global Master Issuer Note, a Rule 144A Definitive Note or a Reg S Definitive Note, as the case may be, will be deemed to have acknowledged, represented and agreed with the Master Issuer, the Note Trustee, the Transfer Agent and Registrar and the initial purchasers as follows (terms used in this paragraph that are defined in Rule 144A or Regulation S under the Securities Act are used herein as defined therein): (1) the purchaser (A) in the case of Rule 144A Global Master Issuer Notes or Rule 144A Definitive Notes (i) is a "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act, (ii) is aware that the sale to it is being made in reliance on Rule 144A under the Securities Act and (iii) is acquiring the Rule 144A Global Master Issuer Notes and Rule 144A Definitive Notes for its own account or for the account of a QIB or (B) in the case of Reg S Global Master Issuer Notes or Reg S Definitive Notes, is a non-U.S. person acquiring the Reg S Global Master Issuer Notes or the Reg S Definitive Notes for its own account or as a fiduciary or agent for other non-U.S. persons in an offshore transaction (as defined in Regulation S under the Securities Act, an "offshore transaction") pursuant to an exemption from registration provided by Regulation S under the Securities Act; (2) the purchaser understands that each Rule 144A Global Master Issuer Note, Reg S Global Master Issuer Note, Rule 144A Definitive Note and Reg S Definitive Note is being offered in a transaction not involving any public offering in the United States within the meaning of the Securities Act, that such Global Master Issuer Notes and Definitive Notes have not been and will not be registered under the Securities Act, that (A) if in the future it decides to offer, resell, pledge or otherwise transfer any Rule 144A Global Master Issuer Note, Reg S Global Master Issuer Note, Rule 144A Definitive Note and Reg S Definitive Note, such Master Issuer Notes may be offered, resold, pledged or otherwise transferred only (i) in the United States to a person whom the seller reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A, (ii) outside the United States in a transaction complying with the provisions of Rule 903 or 904 under the Securities Act, (iii) pursuant to an exemption from registration under the Securities Act provided by Rule 144 (if available), or (iv) pursuant to an effective registration statement under the Securities Act, in each of cases (i) through (iv) in accordance with any applicable securities laws of any State of the United States, and that (B) the purchaser will, and each subsequent holder is required to, notify any subsequent purchaser of such Global Master Issuer Notes and Definitive Notes of the resale restrictions referred to in (A) above; (3) the purchaser acknowledges that each of the Rule 144A Master Issuer Notes will be represented by a Rule 144A Global Master Issuer Note and that transfers thereof or any interest therein are restricted as described herein; (4) with respect to any foreign purchaser claiming an exemption from United States income or withholding tax, such purchaser has delivered to the paying agent a true and complete Form W-8BEN, W-8ECI or W-8IMY, indicating such exemption; and the purchaser acknowledges that transfers of the Master Issuer Notes or any interest therein will otherwise be subject in all respects to any other restrictions applicable thereto contained in this Deed.

Moreover, each purchaser of a Rule 144A Global Master Issuer Note, a Reg S Global Master Issuer Note, a Rule 144A Definitive Note or a Reg S Definitive Note will be deemed to have represented and warranted, on each day from the date on which the purchaser acquires such Global Master Issuer Note or Definitive Note through and including the date on which the purchaser disposes of such Global Master Issuer Note or Definitive Master Issuer Note, either that (A) it is not a Plan or an entity whose underlying assets include the assets of any Plan or a governmental plan which is subject to any federal, state or local law of the United States that is substantially similar to the provisions of section 406 of ERISA or section 4975 of the Code or (B) its purchase, holding and disposition of such note will not result in a prohibited transaction under section 406 of ERISA or section 4975 of the Code (or, in the case of the

governmental plan, any substantially similar federal, state or local law of the United States) for which an exemption is not available.

(a) Rule 144A Legend

Each Rule 144A Global Master Issuer Note and each Rule 144A Definitive Note will bear a legend substantially to the following effect:

"THIS NOTE IS ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE **SECURITIES ACT**), AND ACCORDINGLY MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. EACH PURCHASER OF THIS NOTE IS HEREBY NOTIFIED THAT THE SELLER OF THIS NOTE MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER.

THE HOLDER OF THIS NOTE AGREES FOR THE BENEFIT OF THE MASTER ISSUER THAT (A) THIS NOTE MAY BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED, ONLY (I) IN THE UNITED STATES TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (II) OUTSIDE THE UNITED STATES IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR 904 UNDER THE SECURITIES ACT, (III) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER (IF AVAILABLE) OR (IV) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH OF CASES (I) THROUGH (IV) IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES, AND (B) THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER OF THIS NOTE FROM IT OF THE RESALE RESTRICTIONS REFERRED TO IN (A) ABOVE."

(b) Reg S Legend

Each Reg S Global Master Issuer Note and each Reg S Definitive Note will bear a legend substantially to the following effect:

"THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE **SECURITIES ACT**) OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND, AS A MATTER OF U.S. LAW, PRIOR TO THE DATE THAT IS 40 DAYS AFTER THE LATER OF THE COMMENCEMENT OF THE OFFERING OF THE NOTES AND THE CLOSING OF THE OFFERING OF THE NOTES, MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED IN OR INTO THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) EXCEPT PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES."

Any transfer, resale, pledge or other transfer of the Reg S Master Issuer Notes or Rule 144A Master Issuer Notes contrary to the restrictions set forth in sub-clause 5.4 will be deemed void *ab initio* by the Transfer Agent and Registrar.

5.5 Cancellation and/or Adjustment of Global Master Issuer Notes and Purchase and Cancellation of Master Issuer Notes

(a) At such time as all Book-Entry Interests in respect of a Global Master Issuer Note have been exchanged for Definitive Notes, such Global Master Issuer Note shall be returned to or retained and cancelled by the Registrar as set out in the Master Issuer Paying Agent and Agent Bank Agreement. At any time prior to such cancellation, if any Book-Entry Interest is exchanged for an interest in another Global Master Issuer Note, the principal amount of the Master Issuer Notes represented by such Global Master Issuer Note shall be reduced accordingly and an endorsement shall be made on such Global Master Issuer Note by the Registrar to reflect such reduction.

(b) Any Master Issuer Notes purchased by the Master Issuer, any Subsidiary of the Master Issuer, any holding company of the Master Issuer or any other Subsidiary of such holding company shall be cancelled forthwith and may not be resold or reissued.

5.6 General Provisions Relating to all Transfers and Exchanges

(a) To permit registrations of transfers and exchanges of Master Issuer Notes, the Master Issuer shall execute and the Principal Paying Agent shall authenticate Global Master Issuer Notes and Definitive Notes and, in the case of authenticate Global Master Issuer Notes held under the NSS, the Common Safekeeper shall effectuate the authenticate Global Master Issuer Notes, upon a written order signed by an officer of the Master Issuer or at the Registrar's request.

(b) No service fee shall be charged to a Noteholder for any registration of a Definitive Note on transfer or exchange but the Master Issuer may require payment of a sum sufficient to cover any stamp or transfer tax or similar governmental charge payable in connection therewith (other than any such stamp or transfer taxes or similar governmental charge payable upon exchange or transfer pursuant to Condition 13) and the Registrar may require an indemnity in respect of such tax or charge.

(c) All Global Master Issuer Notes and Definitive Notes issued upon any registration of transfer or exchange of Global Master Issuer Notes or Definitive Notes shall be the valid obligations of the Master Issuer, evidencing the same debt and entitled to the same benefits under this Deed as the Global Master Issuer Notes or Definitive Notes surrendered upon such registration of transfer or exchange.

5.7 Register of Master Issuer Notes

The Master Issuer shall at all times ensure that the Registrar maintains in Luxembourg, or at such other place as the Note Trustee may agree, a register (the **Register**) in respect of the Master Issuer Notes showing the amount of the Global Master Issuer Notes or Definitive Notes, as the case may be, from time to time outstanding and the dates of issue and all subsequent transfers and changes of ownership thereof and the names and addresses of the holders of the Global Master Issuer Notes or the Definitive Notes. So long as DTC or its nominee, or the Common Depositary or its nominee, or the Common Safekeeper or its nominee, is the registered holder of a Global Master Issuer Note, DTC or the Common Depositary or the Common Safekeeper, as the case may be, will be considered the sole registered holder of such Global Master Issuer Note for all purposes under this Deed. Each

Master Issuer Note, whether in global or definitive form, shall have an identifying serial number which shall be entered on the Register. The Note Trustee and the holders of such Master Issuer Notes or any of them and any person authorised by it or any of them may at all reasonable times during office hours inspect the Register and take copies of or extracts from it.

6. FEES, DUTIES AND TAXES

The Master Issuer will pay any stamp duty, issue, registration, documentary or other taxes of a similar nature and duties payable in the United Kingdom, Belgium, Luxembourg or the United States, including interest and penalties, on or in connection with (a) the execution and delivery of these presents and the Transaction Documents to which it is a party and any documents executed pursuant thereto, (b) the constitution and original issue of the Master Issuer Notes and (c) any action in any jurisdiction taken by or on behalf of the Note Trustee or (where permitted under these presents so to do) any Noteholder to enforce the Master Issuer Notes.

7. COVENANT OF COMPLIANCE

The Master Issuer covenants with the Note Trustee that it will comply with and perform and observe all the provisions of these presents, the Master Issuer Notes, the Master Issuer Deed of Charge, the Master Issuer Paying Agent and Agent Bank Agreement and the documents executed pursuant hereto and thereto and the other Transaction Documents which are expressed to be binding on it. The Conditions shall be binding on the Master Issuer, the Noteholders, the Note Trustee and all persons claiming through or under any of them. The Note Trustee shall be entitled to enforce the obligations of the Master Issuer under the Master Issuer Notes and the Conditions and to exercise any other rights, powers, authorities and discretions conferred upon the Note Trustee in the Conditions as if the same were set out and contained in this Deed, which shall be read and construed as one document with the Master Issuer Notes. The Note Trustee shall hold the benefit of this covenant upon trust for itself and the Noteholders according to its and their respective interests. The provisions of Schedule 3 and Schedule 4 shall have effect in the same manner as if herein set forth.

8. CANCELLATION OF MASTER ISSUER NOTES AND RECORDS

8.1 The Master Issuer shall procure that all Master Issuer Notes (a) redeemed, (b) being mutilated or defaced, surrendered and replaced pursuant to Condition 13 or (c) exchanged as provided in these presents shall forthwith be cancelled by or on behalf of the Master Issuer and a certificate stating:

(a) the aggregate principal amount of Master Issuer Notes which have been redeemed;

(b) the serial numbers of Master Issuer Notes of each class so redeemed;

(c) the aggregate amount of interest paid (and the due dates of such payments) on Master Issuer Notes of each Series and Class (or Sub-Class); and

(d) the aggregate principal amounts of Master Issuer Notes of each Series and Class (or Sub-Class) which have been so exchanged and replaced and the serial numbers of such Master Issuer Notes in definitive form,

shall be given to the Note Trustee by or on behalf of the Master Issuer as soon as possible and in any event within four months after the date of such redemption, replacement, exchange or cancellation, as the case may be. The Note Trustee may accept without further investigation or enquiry such certificate as conclusive evidence of such redemption, replacement or

exchange *pro tanto* of the Master Issuer Notes or payment of interest thereon and of cancellation of the relative Master Issuer Notes.

8.2 The Master Issuer shall procure that the Registrar shall keep a full and complete record of all Master Issuer Notes and of their redemption, cancellation, payment or exchange (as the case may be) and of all replacement Master Issuer Notes issued in substitution for lost, stolen, mutilated, defaced or destroyed Master Issuer Notes. The Master Issuer shall procure that the Registrar shall at all reasonable times make such record available to the Master Issuer and the Note Trustee.

8.3 All records and certificates maintained pursuant to this Clause 8 shall make a distinction between Definitive Notes and Global Master Issuer Notes.

9. ENFORCEMENT

9.1 The Note Trustee may at any time, at its discretion and without notice, take such proceedings and/or other action as it may think fit against or in relation to the Master Issuer or any other person as it may think fit to enforce its obligations under these presents, the Master Issuer Notes or any of the other Transaction Documents, including giving directions to the Master Issuer Security Trustee under or in connection with any Transaction Document.

9.2 Unless the contrary be proved to the satisfaction of the Note Trustee, proof that as regards any specified Master Issuer Note the Master Issuer has made default in paying any amount due in respect of such Master Issuer Note shall be sufficient evidence that the same default has been made as regards all other Master Issuer Notes in respect of which the relevant amount is due and payable.

9.3 References in sub-clauses 2.2(b) and 2.2(c) or the provisions of any trust deed supplemental to this Deed corresponding to sub-clauses 2.2(b) and 2.2(c) to "the rates aforesaid" shall, in the event of such Master Issuer Notes having become due and repayable, with effect from the expiry of the Interest Period during which such Master Issuer Notes become due and repayable, be construed as references to rates of interest calculated *mutatis mutandis* in accordance with the Conditions, except that no notices need be published in respect thereof.

10. PROCEEDINGS, ACTIONS AND INDEMNIFICATION

10.1 The Note Trustee shall not be bound to take any proceedings or give any directions mentioned in sub-clause 9.1 or any other action in relation to these presents, the Master Issuer Notes or any documents executed pursuant thereto or any of the other Transaction Documents unless (a) respectively directed or requested to do so by an Extraordinary Resolution of the Class A Noteholders, the Class B Noteholders, the Class M Noteholders, the Class C Noteholders or the Class Z Noteholders, as the case may be, or in writing by the holders of at least one-quarter in aggregate Principal Amount Outstanding of the Class A Master Issuer Notes, the Class B Master Issuer Notes, the Class M Master Issuer Notes, the Class C Master Issuer Notes or the Class Z Master Issuer Notes, as the case may be, then outstanding and (b) it shall be indemnified and/or secured to its satisfaction against all liabilities, actions, proceedings, claims and demands to which it may be or become liable and all costs, charges, damages and expenses which may be incurred by it in connection therewith, and the terms of such indemnity may include the provisions of a fighting fund, non-recourse loan or other similar arrangement **PROVIDED THAT**:

(a) the Note Trustee shall not be obliged to act at the direction or request of the Class B Noteholders as aforesaid unless either the Note Trustee is of the sole opinion that to do so would not be materially prejudicial to the interests of the Class A Noteholders

or such action is sanctioned by an Extraordinary Resolution of the Class A Noteholders;

(b) the Note Trustee shall not be obliged to act at the direction or request of the Class M Noteholders as aforesaid unless (i) either the Note Trustee is of the sole opinion that to do so would not be materially prejudicial to the interests of the Class A Noteholders or such action is sanctioned by an Extraordinary Resolution of the Class A Noteholders and (ii) either the Note Trustee is of the sole opinion that to do so would not be materially prejudicial to the interests of the Class B Noteholders or such action is sanctioned by an Extraordinary Resolution of the Class B Noteholders;

(c) the Note Trustee shall not be obliged to act at the direction or request of the Class C Noteholders as aforesaid unless (i) either the Note Trustee is of the sole opinion that to do so would not be materially prejudicial to the interests of the Class A Noteholders or such action is sanctioned by an Extraordinary Resolution of the Class A Noteholders; (ii) either the Note Trustee is of the sole opinion that to do so would not be materially prejudicial to the interests of the Class B Noteholders or such action is sanctioned by an Extraordinary Resolution of the Class B Noteholders; and (iii) either the Note Trustee is of the sole opinion that to do so would not be materially prejudicial to the interests of the Class M Noteholders or such action is sanctioned by an Extraordinary Resolution of the Class M Noteholders;

(d) the Note Trustee shall not be obliged to act at the direction or request of the Class Z Noteholders as aforesaid unless (i) either the Note Trustee is of the sole opinion that to do so would not be materially prejudicial to the interests of the Class A Noteholders or such action is sanctioned by an Extraordinary Resolution of the Class A Noteholders; (ii) either the Note Trustee is of the sole opinion that to do so would not be materially prejudicial to the interests of the Class B Noteholders or such action is sanctioned by an Extraordinary Resolution of the Class B Noteholders; (iii) either the Note Trustee is of the sole opinion that to do so would not be materially prejudicial to the interests of the Class M Noteholders or such action is sanctioned by an Extraordinary Resolution of the Class M Noteholders and (iv) either the Note Trustee is of the sole opinion that to do so would not be materially prejudicial to the interests of the Class C Noteholders or such action is sanctioned by an Extraordinary Resolution of the Class C Noteholders; and

(e) the Note Trustee shall only be obliged to give a Note Enforcement Notice at the direction or request of the most senior class of Noteholders as aforesaid.

10.2 Save as provided below, only the Note Trustee may enforce the provisions of these presents, the Conditions or the Master Issuer Notes. No Noteholder shall be entitled to proceed directly against the Master Issuer or any other party to any of the Master Issuer Transaction Documents unless the Note Trustee, having become bound as aforesaid to take proceedings, fails to do so within a reasonable period and such failure is continuing; provided that no Class B Noteholder, Class M Noteholder, Class C Noteholder or Class Z Noteholder will be entitled to commence proceedings for the winding up or administration of the Master Issuer unless there are no outstanding Master Issuer Notes of a Class with higher priority or, if Master Issuer Notes of a Class with higher priority are outstanding, there is consent of Noteholders of not less than one quarter of the aggregate principal amount of the Master Issuer Notes outstanding of the Class or Classes of Master Issuer Notes with higher priority or pursuant to an Extraordinary Resolution of the Holders of such Class of Master Issuer Notes.

11. DISCHARGE OF PAYMENT

Any payment to be made in respect of the Master Issuer Notes by the Master Issuer or the Note Trustee may be made in accordance with the Conditions and any payment so made shall be a good discharge of the relevant payment obligation of the Master Issuer or, as the case may be, the Note Trustee.

12. INVESTMENT BY NOTE TRUSTEE

12.1 The Note Trustee may at its discretion and pending payment invest moneys at any time available for the payment of principal and interest on the Master Issuer Notes of any Class in some or one of the investments hereinafter authorised for such periods as it may consider expedient with power from time to time at the like discretion to vary such investments and to accumulate such investments and the resulting interest and other income derived therefrom. The accumulated investments shall be applied under clause 7 (Payments out of the Master Issuer Transaction Accounts Upon Enforcement) of the Master Issuer Deed of Charge. All interest and other income deriving from such investments shall be applied first in payment or satisfaction of all amounts then due and unpaid under Clause 15 to the Note Trustee and/or any Appointee and otherwise held for the benefit of and paid to the holders of the Master Issuer Notes of such Class.

12.2 Any moneys which under the trusts of these presents ought to or may be invested by the Note Trustee may be invested in the name or under the control of the Note Trustee in any investments or other assets in any part of the world whether or not they produce income or by placing the same on deposit in the name or under the control of the Note Trustee at such bank or other financial institution and in such currency as the Note Trustee may think fit. If that bank or institution is the Note Trustee or a subsidiary, holding or associated company of the Note Trustee, it need only account for an amount of interest equal to the amount of interest which would, at then current rates, be payable by it on such a deposit to an independent customer. The Note Trustee may at any time vary any such investments for or into other investments or convert any moneys so deposited into any other currency and shall not be responsible for any loss resulting from any such investments or deposits, whether due to depreciation in value, fluctuations in exchange rates or otherwise.

13. PARTIAL PAYMENTS

Upon presentation and surrender to the Registrar of a Definitive Note that is redeemed in part, the Principal Paying Agent shall authenticate for the holder a new Definitive Note equal in principal amount to the principal amount of the unredeemed portion of the Definitive Note surrendered. Upon presentation of a Global Master Issuer Note that is redeemed in part, the Registrar shall make a notation on Part I of the Schedule thereto to reduce the aggregate

principal amount of such Global Master Issuer Note to an amount equal to the aggregate principal amount of the unredeemed portion of the Global Master Issuer Note presented.

14. COVENANTS BY THE MASTER ISSUER

So long as any of the Master Issuer Notes remain outstanding (or, in the case of paragraphs (i), (j), (n), (o) and (q), so long as any of the Master Issuer Notes remain liable to prescription in respect of the payment of principal in respect of all such Master Issuer Notes remaining outstanding at such time) the Master Issuer covenants with the Note Trustee that it shall:

(a) **Conduct**: at all times carry on and conduct its affairs in a proper and efficient manner and in accordance with its constitutive documents and all laws and regulations applicable to it;

(b) **Information**: give or procure to be given to the Note Trustee such opinions, certificates, information and evidence as the Note Trustee shall require and in such form as it shall require, including without limitation the procurement by the Master Issuer of all such certificates called for by the Note Trustee pursuant to this Deed for the purpose of the discharge or exercise of the duties, trusts, powers, authorities and discretions vested in it under these presents or by operation of law;

(c) **Accounts for Stock Exchange**: cause to be prepared and certified by the Auditors of the Master Issuer in respect of each Financial Period, accounts in such form as will comply with all relevant legal and accounting requirements and all requirements for the time being of any stock exchange, competent listing authority and/or quotation system on or by which the Master Issuer Notes are listed, quoted and/or traded;

(d) **Books and Records**: at all times keep proper books of account and allow the Note Trustee and any person appointed by the Note Trustee free access to such books of account at all reasonable times during normal business hours;

(e) **Noteholder Information**: send to the Note Trustee (in addition to any copies to which it may be entitled as a holder of any securities of the Master Issuer) two copies in English of every balance sheet, profit and loss account, report, circular and notice of general meeting and every other document issued or sent to its shareholders as a class together with any of the foregoing, and every document issued or sent to holders of securities other than its shareholders (including the Noteholders) as soon as practicable after the issue or publication thereof;

(f) **Notice of Note Event of Default**: give notice in writing to the Note Trustee of the occurrence of any Note Event of Default, Potential Note Event of Default or any matter it concludes is likely to give rise to a Note Event of Default immediately upon becoming aware thereof, including the status of any such default or matter and what action the Master Issuer is taking or proposes to take with respect thereto, and without waiting for the Note Trustee to take any action;

(g) **Notice of Deferral of Payments**: as soon as practicable after becoming aware that any part of a payment of interest on the Master Issuer Notes will be deferred or that a payment previously deferred will be made in accordance with Condition 4, give notice thereof to the Noteholders in accordance with Condition 14 and, for so long as the Master Issuer Notes are listed on the official list of the United Kingdom Listing Authority and admitted to trading on the London Stock Exchange's regulated market, in accordance with the listing rules of the United Kingdom Listing Authority and the rules of the London Stock Exchange;

(h) **Certificates Relating to Financial Information**: give to the Note Trustee (i) within 14 days after demand by the Note Trustee therefor and (ii) (without the necessity for any such demand) promptly after the publication of its audited accounts in respect of each Financial Period commencing with the financial period first ending after the date hereof and in any event not later than 120 days after the end of each such financial period a certificate signed by two directors of the Master Issuer to the effect that as at a date not more than seven days before delivering such certificate (the **certification date**) there did not exist and had not existed since the certification date of the previous certificate (or in the case of the first such certificate the date hereof) any Note Event of Default or Potential Note Event of Default (or if such exists or existed, specifying the same) and that during the period from and including the certification date of the last such certificate (or in the case of the first such certificate the date hereof) to and including the certification date of such certificate the Master Issuer has complied, to the best of such directors' knowledge and belief, with all its obligations contained in these presents and each of the Master Issuer Transaction Documents to which it is a party or (if such is not the case) specifying the respects in which it has not so complied;

(i) **Further Assurances**: at all times execute and do all such further documents, acts and things as may be necessary at any time or times in the opinion of the Note Trustee to give effect to these presents and the other Master Issuer Transaction Documents only in so far as permitted by law;

(j) **Agent Bank, Reference Banks etc.**: at all times maintain an Agent Bank, four Reference Banks, a Paying Agent, a Transfer Agent and a Registrar in accordance with the Conditions;

(k) **Notification of Non-Payment**: procure the Principal Paying Agent (or any other relevant Paying Agent) to notify the Note Trustee forthwith in the event that (i) the Principal Paying Agent (or other relevant Paying Agent) does not, on or before the due date for any payment in respect of any of the Master Issuer Notes, receive unconditionally pursuant to the Master Issuer Paying Agent and Agent Bank Agreement, payment of the full amount in the requisite currency of the monies payable on such due date on all such Master Issuer Notes, or (ii) there are insufficient funds in the Specified Currency available to the Principal Paying Agent to discharge the amount of the monies payable on such due date;

(l) **Notification of Late Unconditional Payment**: in the event of any unconditional payment to the Principal Paying Agent, (or any other relevant Paying Agent) or the Note Trustee of any sum due in respect of any of the Master Issuer Notes being made after the due date for payment thereof forthwith give or procure to be given notice to the relevant Noteholders in accordance with Condition 14 that such payment has been made;

(m) **Listing**: use reasonable endeavours to maintain the listing of the Master Issuer Notes on the official list of the United Kingdom Listing Authority and to maintain the admission to trading of the Master Issuer Notes on the London Stock Exchange's regulated market or, if it is unable to do so having used reasonable endeavours, use reasonable endeavours to obtain and maintain a quotation, listing and admission to trading of the Master Issuer Notes on or by such other stock exchanges, competent listing authorities and/or quotation systems as the Master Issuer may decide (with the prior written approval of the Note Trustee) and shall also upon obtaining a quotation, listing and admission to trading of such Master Issuer Notes on or by such other stock exchanges, competent listing authorities and/or quotation systems enter into a trust

deed supplemental to this Deed to effect such consequential amendments to this Deed as the Note Trustee may require or as shall be requisite to comply with the requirements of any such stock exchange, competent listing authority and/or quotation system;

(n) **Change of Agent Bank, Reference Banks, etc.**: give notice to the Noteholders in accordance with Condition 14 of any appointment, resignation or removal of any Agent Bank, Reference Banks, Paying Agents, Transfer Agent or Registrar (other than the appointment of the initial Agent Bank, Reference Banks, Paying Agents, Transfer Agent and Registrar) after, except in the case of resignation, having obtained the prior written approval of the Note Trustee (such approval not to be unreasonably withheld or delayed) thereto or any change of any Paying Agent's, Agent Bank's, Transfer Agent's or Registrar's specified office and (except as provided by the Master Issuer Paying Agent and Agent Bank Agreement or the Conditions) at least 30 days prior to such event taking effect; **PROVIDED ALWAYS THAT** so long as any of the Master Issuer Notes remain outstanding in the case of the termination of the appointment of the Agent Bank, Transfer Agent or the Registrar or so long as any of the Master Issuer Notes remain liable to prescription in the case of the termination of the appointment of the Principal Paying Agent no such termination shall take effect until a new Agent Bank, Transfer Agent, Registrar or Principal Paying Agent, as the case may be, has been appointed on terms previously approved in writing by the Note Trustee;

(o) **Pre-Approval of Notices**: obtain the prior written approval of the Note Trustee to, and promptly give to the Note Trustee and the Rating Agencies two copies of, the form of every notice given to the Noteholders in accordance with Condition 14 (such approval, unless so expressed, not to constitute approval for the purposes of Section 21 of FSMA of a communication within the meaning of Section 21 of FSMA);

(p) **Availability of Meeting Materials**: from time to time as required or contemplated by this Deed or as reasonably requested by the Note Trustee, make available through the Paying Agents, or otherwise, such documents as may be required by the Noteholders in connection with meetings of Noteholders;

(q) **Compliance with Master Issuer Paying Agent and Agent Bank Agreement and other Transaction Documents**: use its best endeavours to procure that the Agent Bank, the Paying Agents, the Transfer Agent and the Registrar comply with and perform all their respective obligations under the Master Issuer Paying Agent and Agent Bank Agreement and the other Transaction Documents and (in the case of the Paying Agents, the Transfer Agent and the Registrar) any notice given by the Note Trustee pursuant to sub-clause 2.3(a) and not make any amendment or modification to the Master Issuer Paying Agent and Agent Bank Agreement or any other Transaction Documents or agree to waive or authorise any breach thereof without the prior written approval of the Note Trustee;

(r) **Exercise of Redemption Rights**: in the event that Funding elects to prepay any Term Advance in whole or in part under the Master Intercompany Loan Agreement, the Master Issuer shall exercise its right to redeem the corresponding Series and Class/es (or Sub-Classes) of Master Issuer Notes in the same respective aggregate principal amounts as such Term Advances on the same Interest Payment Date under Condition 5.4, Condition 5.5 or Condition 5.6, as applicable;

(s) **Redemption Requirements**: not give notice of its election to redeem all or any part of any Series and Class/es (or Sub-Classes) of Master Issuer Notes pursuant to Condition 5.4, Condition 5.5 or Condition 5.6 unless it shall first have:

(i) given written notice to the Note Trustee of its intention so to do in accordance with the Master Issuer Paying Agent and Agent Bank Agreement; and

(ii) delivered to the Note Trustee a certificate signed by two directors of the Master Issuer certifying that the Master Issuer will have the necessary funds on the Interest Payment Date on which redemption is to occur (the **redemption date**) to discharge all amounts required under the Master Issuer Deed of Charge to be paid in priority to such Series and Class/es (or Sub-Classes) of Master Issuer Notes on the redemption date, and to redeem such Series and/or Class/es of Master Issuer Notes in whole or, as the case may be, in part; and that all such funds will on such redemption date be subject to the security constituted by the Master Issuer Deed of Charge and not subject to the interest of any other person;

provided always that the provisions of this subclause are subject to and without prejudice to the provisions of sub-clause 14(o);

(t) **Interest in Master Issuer Charged Property**: ensure that, save as permitted in these presents, the Master Issuer Deed of Charge, the Conditions and the other Master Issuer Transaction Documents, no person other than the Master Issuer and the Master Issuer Security Trustee shall have any equitable or beneficial interest in the Master Issuer Charged Property;

(u) **Maintenance of Master Issuer Cash Manager**: ensure that there is at all times a cash manager appointed in accordance with the provisions of the Master Issuer Cash Management Agreement;

(v) **United Kingdom and United States Tax Status**: ensure that it is at all times solely resident in the United Kingdom for United Kingdom tax purposes and has no branch, business establishment or other fixed establishment outside the United Kingdom; and furthermore, ensure 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 income tax principles;

(w) **Pre-Enforcement Payments**: ensure that amounts standing to the credit of the Master Issuer Transaction Accounts will be applied by the Master Issuer in or towards satisfaction of such of the obligations set out in the Master Issuer Cash Management Agreement as may be, at any given time, then due and payable (in each case only if and to the extent that payments or provisions of a higher order of priority which are also due and payable or are likely to fall due at that time or prior to the next succeeding Interest Payment Date have been made or provided for in full);

(x) **Availability of Information**: make available for inspection by Noteholders at the specified office of the Registrar during normal business hours on any Business Day copies of each balance sheet and profit and loss account sent to the Note Trustee pursuant to sub-clause 14(e), this Deed, the Master Issuer Paying Agent and Agent

Bank Agreement and the other Master Issuer Transaction Documents and provide the Registrar with the information specified in Condition 5.3;

(y) **Ratings**: furnish, or procure that there is furnished, from time to time, any and all documents, instruments, information and undertakings that may be reasonably necessary in order to maintain the current ratings of the Master Issuer Notes by the Rating Agencies (save that when any such document, instrument, information and/or undertaking is not within the possession or control of the Master Issuer, the Master Issuer agrees only to use its best efforts to furnish, or procure that there is furnished, from time to time any such documents, instruments, information and undertakings as may be reasonably necessary in order to maintain the current ratings of the Master Issuer Notes by the Rating Agencies);

(z) **Calculations**: do, or procure that there are done on its behalf, all calculations required pursuant to the Conditions;

(aa) **DTC, Euroclear and Clearstream, Luxembourg**: use its reasonable endeavours to procure that DTC and Euroclear and/or Clearstream, Luxembourg (as the case may be) issue(s) any certificate or other document requested by the Note Trustee acting reasonably pursuant to these presents as soon as practicable after such request;

(bb) **Information Regarding Noteholders**: furnish or cause to be furnished to the Note Trustee on 30 June and 31 December of each year, commencing 31 December 2006 and at such other times as the Note Trustee may request in writing, all information in the possession or control of the Master Issuer or of the Registrar as to the names and addresses of the Noteholders, and requiring the Note Trustee to preserve, in as current a form as is reasonably practicable, all such information so furnished to it;

(cc) **Officers' Certificates and Opinions of Counsel; Statements to be Contained Therein**: upon any application, demand or request by the Master Issuer to the Note Trustee to take any action under any of the provisions of this Deed (other than the issuance of Master Issuer Notes) and upon request of the Note Trustee, furnish to the Note Trustee an officers' certificate and opinion of counsel (an **Officers' Certificate** and **Opinion of Counsel**, respectively);

(dd) **Authorised Signatories**: upon the execution of this Deed and thereafter forthwith upon any change of the same, deliver to the Note Trustee (with a copy to the Principal Paying Agent and the Registrar) a list of the Authorised Signatories of the Master Issuer, together with certified specimen signatures of the same;

(ee) **Master Issuer Notes of the Master Issuer:** in order to enable the Note Trustee to ascertain the nominal amount of the Master Issuer Notes of each Series and Class (or Sub-Class) for the time being outstanding for any of the purposes referred to in the proviso to the definition of **outstanding** in the Master Issuer Master Definitions and Construction Schedule, deliver to the Note Trustee as soon as practicable upon being so requested in writing by the Note Trustee a certificate in writing signed by two directors of the Master Issuer setting out the total number and aggregate nominal amount of the Master Issuer Notes of each Series and Class (or Sub-Class) issued which:

(i) up to and including the date of such certificate have been purchased by the Master Issuer, any Subsidiary of the Master Issuer, any holding company of the Master Issuer or any other Subsidiary of such holding company and cancelled; and

(ii) are at the date of such certificate held by, for the benefit of, or on behalf of, the Master Issuer, any Subsidiary of the Master Issuer, any holding company of the Master Issuer or any other Subsidiary of such holding company;

(ff) **New Issuance:** notify the Note Trustee at least five London Business Days prior to the relevant Closing Date of any new Series and Class (or Sub-Class) of Master Issuer Notes if the terms and conditions of such Master Issuer Notes are different from the Conditions attached hereto as Schedule 3;

(gg) **Centre of Main Interests:** maintain its registered office in the United Kingdom and maintain its "centre of main interests" (as that expression is defined in the Council Regulation (EC) No. 1346/2000 of 29 May, 2000) in the United Kingdom;

(hh) **Available Information**: so long as (i) any of the Master Issuer Notes are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, during any period when the Master Issuer is not subject to and in compliance with the reporting requirements of Sections 13 or 15(d) of the Securities Exchange Act, or (ii) the Master Issuer is not exempt from such reporting requirements pursuant to and in compliance with Rule 12g3-2(b) under the Securities Exchange Act, provide to each Noteholder who holds such restricted securities and to each prospective purchaser (as designated by such Noteholder), upon the request of such Noteholder or prospective purchaser, the information required to be provided pursuant to Rule 144A(d)(4) under the Securities Act; and

(ii) **Holding of shares and voting power:** not hold shares or possess voting power in or in relation to any company.

15. REMUNERATION AND INDEMNIFICATION OF THE NOTE TRUSTEE

15.1 The Master Issuer shall pay to the Note Trustee remuneration for its services as trustee as from the date of this Deed, such remuneration to be at such rate and to be paid on such dates as may from time to time be agreed in writing between the Master Issuer and the Note Trustee. The rate of remuneration in force from time to time may upon the final redemption of the whole of the Master Issuer Notes of any Series and Class (or Sub-Class) be reduced by such amount as shall be agreed in writing between the Master Issuer and the Note Trustee, such reduced remuneration to be calculated from such date as shall be agreed as aforesaid. Such remuneration shall accrue from day to day and be payable (in priority to payments to the Noteholders) up to and including the date when, all the Master Issuer Notes having become due for redemption, the redemption monies and interest thereon to the date of redemption have been paid to the Principal Paying Agent and, where applicable, the Registrar or, as the case may be, the Note Trustee PROVIDED THAT if upon due presentation of any Master Issuer Note or any cheque payment of the monies due in respect thereof is improperly withheld or refused, remuneration will commence again to accrue until payment to the Noteholders is made.

15.2 In the event of the occurrence of a Note Event of Default or the Note Trustee in its absolute discretion considering it necessary, or being requested by the Master Issuer to undertake duties which the Note Trustee and the Master Issuer agree to be of an exceptional nature or otherwise outside the scope of the normal duties of the Note Trustee under this Deed, the Master Issuer shall pay to the Note Trustee such additional remuneration as shall be agreed between them.

15.3 The Master Issuer shall pay to the Note Trustee in addition an amount equal to the amount of any VAT or similar tax chargeable in respect of its remuneration under this Deed against production of a valid tax invoice.

15.4 In the event of the Note Trustee and the Master Issuer failing to agree:

(a) (in a case to which sub-clause 15.1 above applies) upon the amount of the remuneration; or

(b) (in a case to which sub-clause 15.2 above applies) upon whether such duties shall be of an exceptional nature or otherwise outside the scope of the normal duties of the Note Trustee under this Deed, or upon such additional remuneration,

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

15.5 In addition to remuneration hereunder, the Master Issuer shall on written request pay (on an indemnity basis) all other costs, charges and expenses which the Note Trustee and any Appointee may properly incur in relation to the negotiation, preparation and execution of, the exercise of its powers and the performance of its duties under, and in any other manner in relation to, this Deed and any other Master Issuer Transaction Document to which the Note Trustee is a party, including but not limited to reasonable travelling and legal expenses properly incurred and any stamp, issue, registration, documentary and other similar taxes or duties paid or payable by the Note Trustee in connection with any action taken or

contemplated by or on behalf of the Note Trustee for enforcing, or for any other purpose in relation to, this Deed or any of the other Transaction Documents.

15.6 All amounts payable pursuant to sub-clause 15.2 above and/or sub-clause 16(l) shall be payable by the Master Issuer on the date specified in a demand by the Note Trustee and in the case of payments actually made by the Note Trustee prior to such demand shall (if not paid within three days after such demand and the Note Trustee so requires) carry interest at the rate of three per cent. per annum above the mean base rate from time to time of the Reference Banks from the date specified in such demand, and in all other cases shall (if not paid on the date specified in such demand or, if later, within three days after such demand and, in either case, the Note Trustee so requires) carry interest at such rate from the date specified in such demand. All remuneration payable to the Note Trustee shall carry interest at such rate from the due date therefor.

15.7 Unless otherwise specifically stated in any discharge of this Deed, the provisions of this Clause 15 and sub-clause 16(l) shall continue in full force and effect notwithstanding such discharge.

15.8 The Note Trustee shall be entitled in its absolute discretion to determine in respect of which Series and Class (or Sub-Class) of Master Issuer Notes any liabilities incurred under this Deed have been incurred or to allocate any such liabilities between the Master Issuer Notes of any Series and Class (or Sub-Class).

16. SUPPLEMENT TO TRUSTEE ACTS

Section 1 of the Trustee Act 2000 shall not apply to the duties of the Note Trustee in relation to the trusts constituted by these presents. Where there are any inconsistencies between the Trustee Acts and the provisions of these presents, the provisions of these presents shall, to the extent allowed by law, prevail and, in the case of any such inconsistency with the Trustee Act 2000, the provisions of these presents shall constitute a restriction or exclusion for the purposes of that Act (which provisions, except as expressly provided in this Clause 16, shall be in lieu of the provisions contained in section 315(a) of the Trust Indenture Act).

The Note Trustee shall have all the powers conferred upon trustees by the Trustee Acts and by way of supplement thereto it is expressly declared as follows:

(a) **Expert Advice or Opinion**: the Note Trustee may in relation to these presents or the other Transaction Documents act on the advice or opinion of or any information obtained from any lawyer, valuer, accountant, surveyor, banker, broker, auctioneer or other person whether obtained by the Master Issuer, the Note Trustee, the Principal Paying Agent, the Registrar or otherwise and shall not be responsible for any liability occasioned by so acting in good faith; any such advice, opinion or information may be sent or obtained by letter, telex, telegram, facsimile transmission, email or cable and the Note Trustee shall not be liable for acting on any advice, opinion or information purporting to be conveyed by any such letter, telex, telegram, facsimile transmission, email or cable although the same shall contain some error or shall not be authentic;

(b) **Certificate as Sufficient Evidence**: the Note Trustee may call for and shall be at liberty to accept as sufficient evidence of any fact or matter or the expediency of any transaction or thing a certificate signed by any two directors of the Master Issuer and/or a certificate signed by an authorised signatory of the Cash Manager and the Note Trustee shall not be bound in any such case to call for further evidence or be

responsible for any liability that may be occasioned by it or any other person acting on such certificate;

(c) **Custody of Documents**: the Note Trustee shall be at liberty to hold these presents and any other documents relating thereto or any other Transaction Documents or to deposit them in any part of the world with any banker or banking company or company whose business includes undertaking the safe custody of documents or lawyer or firm of lawyers considered by the Note Trustee to be of good repute and the Note Trustee shall not be responsible for or required to insure against any liability incurred in connection with any such holding or deposit and may pay all sums required to be paid on account of or in respect of any such deposit;

(d) **Application of Proceeds**: the Note Trustee shall not be responsible for the receipt or application of the proceeds of the issue of any of the Master Issuer Notes by the Master Issuer, the exchange of any Global Master Issuer Note for another Global Master Issuer Note or Definitive Notes or the exchange of any Definitive Note for another Definitive Note or the delivery of any Global Master Issuer Note or Definitive Notes to the person(s) entitled to it or them;

(e) **Assumption of No Default**: the Note Trustee shall not be bound to give notice to any person of the execution of any documents comprised or referred to in these presents or to take any steps to ascertain whether any Note Event of Default or Potential Note Event of Default has happened and, until it shall have actual knowledge or express notice pursuant to these presents to the contrary, the Note Trustee shall be entitled to assume that no Note Event of Default or Potential Note Event of Default has occurred and that the Master Issuer is observing and performing all of its obligations under these presents;

(f) **Absolute Discretion**: save as expressly otherwise provided in this Deed, the Note Trustee shall have absolute and uncontrolled discretion as to the exercise or non-exercise of its trusts, powers, authorities and discretions under these presents (the exercise or non-exercise of which as between the Note Trustee and the Noteholders shall be conclusive and binding on the Noteholders) and provided it shall not have acted fraudulently or negligently or in breach of the terms of this Deed, shall not be responsible for any liability which may result from their exercise or non-exercise;

(g) **Reliance on Extraordinary Resolution**: the Note Trustee shall not be liable to any person by reason of having acted upon any Extraordinary Resolution in writing or any Extraordinary Resolution or other resolution purporting to have been passed at any meeting of the holders of Master Issuer Notes of all or any Series and/or Class/es in respect whereof minutes have been made and signed or any direction or request of holders of Master Issuer Notes even though subsequent to its acting it may be found that there was some defect in the constitution of the meeting or the passing of the resolution or (in the case of an Extraordinary Resolution in writing) that not all relevant Noteholders had signed the Extraordinary Resolution or (in the case of a direction or request) it was not signed by the requisite number of Noteholders or that for any reason the resolution, direction or request was not valid or binding upon such Noteholders;

(h) **Reliance on Notice of Prepayment**: without prejudice to the right of the Note Trustee to require and/or accept any other evidence, the Note Trustee may accept as conclusive evidence of the matters certified therein a certificate signed by two directors of the Master Issuer under sub-clause 14(s)(ii). The Note Trustee shall have no responsibility to the Noteholders or any other person for guaranteeing or ensuring

that the Master Issuer's liabilities in respect of the Master Issuer Notes and any other amounts are in fact discharged on the due date and shall have no liability to the Noteholders or any other person for any failure by the Master Issuer to discharge or pay such liabilities and other amounts;

(i) **Master Issuer Charged Property**: the Note Trustee may accept without enquiry, requisition or objection such title as the Master Issuer may have to the Master Issuer Charged Property or any part thereof from time to time and shall not be bound to investigate or make any enquiry into the title of the Master Issuer to the Master Issuer Charged Property or any part thereof from time to time whether or not any default or failure is or was known to the Note Trustee or might be, or might have been, discovered upon examination, inquiry or investigation and whether or not capable of remedy. Notwithstanding the generality of the foregoing, each Noteholder shall be solely responsible for making its own independent appraisal of and investigation into the financial condition, creditworthiness, condition, affairs, status and nature of the Master Issuer, and the Note Trustee shall not at any time have any responsibility for the same and each Noteholder shall not rely on the Note Trustee in respect thereof;

(j) **Reliance on Certificates or Confirmations**: except in the event of wilful default or manifest error, the Note Trustee shall be entitled to rely without investigation or enquiry on a certificate or confirmation of the Agent Bank, any Paying Agent, any Rating Agency or any Reference Bank in respect of every matter and circumstance for which a certificate or confirmation of the Agent Bank, any Paying Agent, any Rating Agency or any Reference Bank is expressly provided for under these presents, the Conditions or any other Transaction Document and to call for and rely upon a certificate or confirmation of the Agent Bank, any Paying Agent, any Rating Agency or any Reference Bank or any other person as to any other fact or matter *prima facie* within the knowledge of the Agent Bank, any Paying Agent, any Rating Agency or any Reference Bank or such other person, as sufficient evidence thereof and the Note Trustee shall not be bound in any such case to call for further evidence or be responsible for any loss, liability, costs, damages, expenses or inconvenience that may be occasioned by its failing so to do or the exercise or non-exercise by the Note Trustee of any of its powers, duties and discretions hereunder;

(k) **Master Issuer Notes Not Authentic**: the Note Trustee shall not be liable to any person by reason of having accepted as valid or not having rejected any Master Issuer Note purporting to be such and subsequently found to be forged or not authentic;

(l) **Indemnity**: without prejudice to the right of indemnity by law given to trustees, the Master Issuer shall indemnify the Note Trustee and every Appointee (except where indemnified by the Noteholders) and keep it or him indemnified against all liabilities to which it or he may be or become subject or which may be incurred by it or him in the proper execution or purported proper execution of any of its or his trusts, powers, authorities and discretions under these presents or any other Master Issuer Transaction Document or its or his functions under any such appointment or in respect of any other matter or thing done or omitted in any way relating to these presents or any other Master Issuer Transaction Document or any such appointment save to the extent that the same arises as a result of wilful default, wilful misconduct, fraud or breach of trust on the part of the Note Trustee. The Note Trustee shall use reasonable endeavours to keep the Master Issuer informed of the progress of any claims against the Note Trustee;

(m) **Consent or Approval**: any consent or approval given by the Note Trustee for the purposes of these presents or the Master Issuer Notes may be given on such terms and

subject to such conditions (if any) as the Note Trustee thinks fit (acting reasonably) and notwithstanding anything to the contrary in these presents or the Master Issuer Notes may be given retrospectively;

(n) **No Disclosure Obligation**: unless and to the extent ordered so to do by a court of competent jurisdiction, the Note Trustee shall not be required to disclose to any Noteholder any information (including, without limitation, information of a confidential, financial or price sensitive nature) made available to the Note Trustee by the Master Issuer or any other person in connection with these presents or any other Transaction Document and no Noteholder shall be entitled to take any action to obtain from the Note Trustee any such information;

(o) **Currency Conversion**: where it is necessary or desirable for any purpose in connection with these presents to convert any sum from one currency to another it shall be converted (unless otherwise provided by these presents or required by law) at such rate or rates, in accordance with such method and as at such date for the determination of such rate of exchange, as may be agreed by the Note Trustee in consultation with the Master Issuer and any rate, method and date so agreed shall be binding on the Master Issuer and the Noteholders;

(p) **Certificate in respect of Material Prejudice**: the Note Trustee may certify whether or not any of the conditions, events and acts set out in Condition 9 (each of which conditions, events and acts shall, unless the Note Trustee in its absolute discretion shall otherwise determine, for all the purposes of these presents be deemed to include the circumstances resulting therein and the consequences resulting therefrom) is in its opinion materially prejudicial to the interests of the Noteholders of the relevant Series and/or Class or Classes and any such certificate shall be conclusive and binding upon the Master Issuer and the Noteholders;

(q) **Determination by Note Trustee**: the Note Trustee as between itself and the Noteholders may determine all questions and doubts arising in relation to any of the provisions of this Deed. Every such determination, whether or not relating in whole or in part to the acts or proceedings of the Note Trustee, shall be conclusive and shall bind the Note Trustee and the Noteholders;

(r) **Interests of Noteholders**: in connection with the exercise or execution by the Note Trustee of any of its trusts, duties, rights, powers, authorities and discretions under these presents and the other Transaction Documents:

(i) where it is required to have regard to the interests of the Noteholders of any Class, it shall have regard to the interests of such Noteholders as a class and, in particular but without prejudice to the generality of the foregoing, shall not have regard to, or be in any way liable for, the consequences of any exercise thereof for individual Noteholders of any Series or Class resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory, and the Note Trustee shall not be entitled to require, nor shall any Noteholder be entitled to claim, from the Master Issuer or any other person, any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders;

(ii) except where expressly provided otherwise, it shall have regard to the interests of the Class A Noteholders, the Class B Noteholders, the Class M Noteholders, the Class C Noteholders and the Class Z Noteholders equally

PROVIDED THAT (A) if in the opinion of the Note Trustee there is a conflict between the interests of the Class A Noteholders, on the one hand and the interests of the Class B Noteholders and/or the Class M Noteholders and/or the Class C Noteholders and/or the Class Z Noteholders on the other hand, the Note Trustee shall have regard only to the interests of the Class A Noteholders; (B) if in the opinion of the Note Trustee there is a conflict between the interests of the Class B Noteholders on the one hand and the Class M Noteholders and/or the Class C Noteholders and/or the Class Z Noteholders on the other hand, the Note Trustee shall have regard only to the interests of the Class B Noteholders; (C) if in the opinion of the Note Trustee there is a conflict between the interests of the Class M Noteholders on the one hand and/or the Class C Noteholders and/or the Class Z Noteholders on the other hand, the Note Trustee shall have regard only to the interests of the Class M Noteholders, and (D) if in the opinion of the Note Trustee there is a conflict between the interests of the Class C Noteholders on the one hand and the Class Z Noteholders on the other hand, the Note Trustee shall have regard only to the interests of the Class C Noteholders, but so that this proviso shall not apply in the case of powers, authorities or discretions in relation to which it is expressly stated that they may be exercised by the Note Trustee only if in its opinion the interests of all the Noteholders would not be materially prejudiced thereby; and

(iii) it shall not have regard to, or be in any way liable for, the consequences of any exercise thereof for any other Master Issuer Secured Creditor or any other person;

(s) **Rating Confirmation:** notwithstanding that none of the Note Trustee and the Noteholders may have any right of recourse against the Rating Agencies in respect of any confirmation given by them and relied upon by the Note Trustee pursuant to Condition 2.2, the Note Trustee shall be entitled to assume, for the purpose of exercising any right, power, trust, authority, duty or discretion under or in relation to the Master Issuer Notes, these presents or any other Transaction Document, that such exercise will not be materially prejudicial to the interests of the Noteholders (or any Series and/or Class thereof) if the Rating Agencies have confirmed that the then current ratings of the applicable Series and/or Class or Classes of Master Issuer Notes would not be adversely affected by such exercise;

(t) **Certificate of Principal Amount Outstanding**: the Note Trustee may call for any certificate or other document to be issued by DTC, Euroclear or Clearstream, Luxembourg as to the Principal Amount Outstanding of Master Issuer Notes represented by a Global Master Issuer Note standing to the account of any person. Any such certificate or other document shall be conclusive and binding for all purposes. The Note Trustee shall not be liable to any person by reason of having accepted as valid or not having rejected any certificate or other document to such effect purporting to be issued by DTC, Euroclear or Clearstream, Luxembourg and subsequently found to be forged or not authentic;

(u) **Professional Charges**: any trustee of these presents being a lawyer, accountant, broker or other person engaged in any profession or business shall be entitled to charge and be paid all usual professional and other charges for business transacted and acts done by him or his firm in connection with the trusts of these presents and also his reasonable charges in addition to disbursements for all other work and

business done and all time spent by him or his firm in connection with matters arising in connection with these presents;

(v) **Power of Attorney**: the Note Trustee may whenever it thinks fit (acting reasonably) delegate by power of attorney or otherwise to any person or persons or fluctuating body of persons (whether being a joint trustee of these presents or not) all or any of its trusts, powers, authorities and discretions under these presents. Such delegation may be made upon such terms (including power to sub-delegate) and subject to such conditions and regulations as the Note Trustee may in the interests of the Noteholders think fit. The Note Trustee shall not be under any obligation to supervise the proceedings or acts of any such delegate or sub-delegate or be in any way responsible for any liability incurred by reason of any misconduct or default on the part of any such delegate or sub-delegate (except where such delegate or sub-delegate is an affiliate, associate or otherwise connected with the Note Trustee). The Note Trustee shall within a reasonable time after any such delegation or any renewal, extension or termination thereof give notice thereof to the Master Issuer;

(w) **Delegation**: the Note Trustee may in the conduct of the trusts of these presents instead of acting personally employ and pay an agent (whether being a lawyer or other professional person) to transact or conduct, or concur in transacting or conducting, any business and to do, or concur in doing, all acts required to be done in connection with these presents. The Note Trustee shall not be in any way responsible for any liability incurred by reason of any misconduct or default on the part of any such agent or be bound to supervise the proceedings or acts of any such agent;

(x) **Ratings**: the Note Trustee shall have no responsibility for the maintenance of any rating of any of the Master Issuer Notes by the Rating Agencies or any other person;

(y) Advances and Supervision: nothing contained in these presents shall impose any obligation on the Note Trustee to make any advance to Funding or the Master Issuer to supervise the performance by any Reference Bank or any other person of its obligations pursuant to any of the Master Issuer Transaction Documents and the Note Trustee shall be entitled to assume, in the absence of express notice pursuant to this Deed to the contrary, that such person is properly performing such obligations;

(z) **No Requirement to Perform Illegal Acts, etc.**: no provision of these presents shall:

(i) require the Note Trustee to do anything which may be illegal or contrary to applicable law or regulation or expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties, or in the exercise of any of its rights or powers or otherwise in connection with these presents, any other Transaction Document or the Master Issuer Notes (including, without limitation, forming any opinion or employing any legal, financial or other adviser), if it shall believe that repayment of such funds or adequate indemnity against such risk or liability is not assured to it; or

(ii) require the Note Trustee, and the Note Trustee shall not be bound, to do anything which may cause it to expend or risk its own funds or otherwise incur any Liability in the performance of any of its duties or in the exercise of any of its rights, powers, authorities or discretions or otherwise in connection with these presents or any other Transaction Document (including, without limitation, forming any opinion or employing any such person as is referred to in sub-clause 16(a)), if it shall believe that repayment of such funds is not assured to it or it is not indemnified to its satisfaction against such Liability

and, for this purpose, the Note 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;

(aa) **Responsibility for Reports etc.**: the Note Trustee has no responsibility to verify or monitor the contents of, or (if applicable) to check any calculations contained in, any reports, information, documents, Officers' Certificate and Opinions of Counsel delivered to the Note Trustee in accordance with sub-clauses 14(bb), (aa) or (ee) or Clause 27 and Clause 28, and is under no obligation to inform Noteholders of the contents of any such reports, information, documents, Officers' Certificate and Opinions of Counsel, other than allowing Noteholders upon reasonable notice, to inspect such reports, information, documents, Officers' Certificate and Opinions of Counsel;

(bb) **Experts' Reports and Certificates**: any advice, opinion, certificate or report of the Auditors or any person referred to in sub-clause 16(a) called for by or provided to the Note Trustee whether or not addressed to the Note Trustee in accordance with or for the purposes of these presents may be relied upon by the Note Trustee as sufficient evidence of the facts stated therein notwithstanding that such advice, opinion, certificate or report and/or any engagement letter or other document entered into by the Note Trustee in connection therewith contains a monetary or other limit on the liability of the Auditors or such persons in respect thereof;

(cc) **Limitation of Liability**: subject to Clause 17, the Note Trustee shall not be responsible for the genuineness, validity, effectiveness or suitability of any of the Transaction Documents or any other documents entered into in connection therewith or any other document or any obligation or rights created or purported to be created thereby or pursuant thereto or any security or the priority thereof constituted or purported to be constituted thereby or pursuant thereto, nor shall it be responsible or liable to any person because of any invalidity of any provision of such documents or the unenforceability thereof, whether arising from statute, law or decisions of any court and (without prejudice to the generality of the foregoing) the Note Trustee shall not have any responsibility for or have any duty to make any investigation in respect of or in any way be liable whatsoever for:

(i) the nature, status, creditworthiness or solvency of the Master Issuer or Funding or any other person or entity who has at any time provided any security or support whether by way of guarantee, charge or otherwise in respect of any advance made to the Master Issuer;

(ii) the execution, delivery, legality, validity, adequacy, admissibility in evidence or enforceability of any Transaction Document or any other document entered into in connection therewith;

(iii) the title, ownership, value, sufficiency, enforceability or existence of any Master Issuer Charged Property or any security (howsoever described) relating thereto;

(iv) the registration, filing, protection or perfection of any security (howsoever described) relating to the Master Issuer Charged Property or the priority of the security (howsoever described) thereby created whether in respect of any initial advance or any subsequent advance or any other sums or liabilities;

(v) the scope or accuracy of any representations, warranties or statements made by or on behalf of the Master Issuer or Funding or any other person or entity who has at any time provided the same in any Transaction Document or in any document entered into in connection therewith;

(vi) the performance or observance by the Master Issuer or Funding or any other person of any provisions of any Transaction Document or any document entered into in connection therewith or the fulfilment or satisfaction of any conditions contained therein or relating thereto or as to the existence or occurrence at any time of any default, event of default or similar event howsoever described contained therein or any waiver or consent which has at any time been granted in relation to any of the foregoing;

(vii) the existence, accuracy or sufficiency of any legal or other opinions, searches, reports, certificates, valuations or investigations delivered or obtained or required to be delivered or obtained at any time in connection with any Master Issuer Charged Property or Transaction Document;

(viii) the title of the Master Issuer to any Master Issuer Charged Property;

(ix) the suitability, adequacy or sufficiency of any applicable criteria for any advances under the Master Intercompany Loan Agreement or the legality or recoverability or enforceability thereof or the priority of any security (howsoever described) in relation thereto;

(x) the failure by the Master Issuer to obtain or comply with any licence, consent or other authority in connection with the Master Issuer Charged Property or the Transaction Documents or the making of any advances in connection therewith or the failure to effect or procure registration of or to give notice to any person in relation to or otherwise protect the security (howsoever described) created or purported to be created by or pursuant to any of the Master Issuer Charged Property or the Transaction Documents or other documents entered into in connection therewith;

(xi) the failure to call for delivery of documents of title to or require any transfers, legal mortgages, standard securities, charges or other further assurances in relation to any of the assets that are the subject matter of any of the Transaction Documents or any other document;

(xii) any assets comprised in the security (howsoever described) created by the Master Issuer Deed of Charge, or any deeds or documents of title thereto, being uninsured or inadequately insured or being held by or to the order of other parties to the Transaction Documents, clearing organisations or their operators or by intermediaries such as banks, brokers, depositories, warehousemen or other similar persons whether or not on behalf of the Note Trustee;

(xiii) any accounts, books, records or files maintained by the Master Issuer or any other person in respect of any of the Master Issuer Charged Property or Transaction Documents; or

(xiv) any other matter or thing relating to or in any way connected with any Master Issuer Charged Property or any Transaction Document or any document entered into in connection therewith whether or not similar to the foregoing.

(dd) **Reports by Note Trustee to Noteholders**: if required by Section 313(a) of the Trust Indenture Act, within 60 days after 31 December of any year, commencing 31 December 2007 following the date of this Deed, the Note Trustee shall deliver to each Noteholder a brief report dated as of such 31 December that complies with that Section. The Note Trustee shall also comply with Section 313(b), (c) and (d) of the Trust Indenture Act. Reports delivered pursuant to this Clause 16(dd) shall be sent in accordance with Clause 25; and

(ee) **Attestation and Compliance Certificates:** on or before March 15 of each calendar year in which the Depositor is required to file reports with respect to the Master Issuer in accordance with the Exchange Act and the rules and regulations of the Commission, beginning with March 15, 2008, the Trustee shall deliver to the Depositor a report regarding its assessment of compliance with the relevant servicing criteria applicable to the Trustee, as identified on Appendix 1 hereto, as of and for the period ending the end of the fiscal year ending no later than December 31 of the year prior to the year of delivery of the report. Each such report shall include (a) a statement of the party's responsibility for assessing compliance with the relevant servicing criteria applicable to such party, (b) a statement that such party used the criteria identified in Item 1122(d) of Regulation AB (§229.1122(d)) to assess compliance with the relevant servicing criteria, (c) disclosure of any material instance of noncompliance identified by such party and (d) a statement that a registered public accounting firm has issued an attestation report on such party's assessment of compliance with the relevant servicing criteria.

(ff) The Note Trustee shall not be responsible or liable for any non-compliance by the Cash Manager and/or the Servicer and/or any other party with the provisions of Rule 17g-5(a)(3) of the U.S. Securities Act and shall be under no duty nor accepts any responsibility for any failure by such parties to comply with their obligations thereunder. The Note Trustee shall not be responsible for providing, storing or allowing access to any information to any person in respect of the requirements of Rule 17g-5(a)(3) of the U.S. Securities Act.

17. NOTE TRUSTEE'S LIABILITY

None of the provisions of these presents shall, in any case in which the Note Trustee has failed to show the degree of care and diligence required of it as trustee of these presents, having regard to the provisions of these presents and any of the other Transaction Documents to which the Note Trustee is a party conferring on the Note Trustee any powers, authorities or discretions, relieve or indemnify the Note Trustee against any liabilities which by virtue of any rule of law would otherwise attach to it in respect of any wilful default, wilful misconduct, breach of duty, negligence or breach of trust of which it may be guilty in relation to its duties under these presents.

18. NOTE TRUSTEE CONTRACTING WITH THE MASTER ISSUER

Neither the Note Trustee nor any director or officer or holding company or associated company of a corporation acting as a trustee under these presents shall by reason of its or his fiduciary position be in any way precluded from:

(a) entering into or being interested in any contract or financial or other transaction or arrangement with the Master Issuer or any other party to the Transaction Documents or any person or body corporate associated with the Master Issuer or any other party to the Transaction Documents (including without limitation any contract, transaction or arrangement of a banking or insurance nature or any contract, transaction or

arrangement in relation to the making of loans or the provision of financial facilities or financial advice to, or the purchase, placing or underwriting of or the subscribing or procuring subscriptions for or otherwise acquiring, holding or dealing with, or acting as paying agent in respect of, the Master Issuer Notes or any other notes, bonds, stocks, shares, debenture stock, debentures or other securities of, the Master Issuer or any other party to the Transaction Documents or any person or body corporate associated as aforesaid); or

(b) accepting or holding the trusteeship of any other trust deed constituting or securing any other notes issued by or relating to the Master Issuer or any other party to the Transaction Documents or any such person or body corporate so associated or any other office of profit under the Master Issuer or any other party to the Transaction Documents or any such person or body corporate so associated,

and shall be entitled to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such contract, transaction or arrangement as is referred to in (a) above or, as the case may be, any such trusteeship or office of profit as is referred to in (b) above without regard to the interests of the Noteholders and notwithstanding that the same may be contrary or prejudicial to the interests of the Noteholders and shall not be responsible for any liability occasioned to the Noteholders thereby and shall be entitled to retain and shall not be in any way liable to account for any profit made or share of brokerage or commission or remuneration or other amount or benefit received thereby or in connection therewith.

Where any holding company, subsidiary or associated company of the Note Trustee or any director or officer of the Note Trustee acting other than in such capacity as director or officer has any information, the Note Trustee shall not thereby be deemed also to have knowledge of such information and, unless it shall have express notice pursuant to this Deed of such information, shall not be responsible for any loss suffered by Noteholders resulting from the Note Trustee's failing to take such information into account in acting or refraining from acting under or in relation to these presents.

19. WAIVER, AUTHORISATION AND DETERMINATION

19.1 Modification

(a) Subject to sub-clause 19.4 below, the Note Trustee may without the consent or sanction of the Noteholders at any time and from time to time:

(i) concur with the Master Issuer or any other person; or

(ii) direct the Master Issuer Security Trustee to concur with the Master Issuer or any other person;

in making any modification (other than, in the case of (i) below, a Basic Terms Modification (as defined in paragraph 5 of Schedule 4 hereto)) to these presents or any of the other Transaction Documents which in the sole opinion of the Note Trustee it may be proper to make PROVIDED THAT

(i) the Note Trustee is of the opinion that (A) such modifications will not be materially prejudicial to the interests of the Noteholders of any Class of any Series of Master Issuer Notes and (B) such modifications will not be materially prejudicial to the interests of the Master Issuer Swap Providers or, if it is not of that opinion in relation to the Master Issuer Swap Providers, the steps required pursuant to Clause 19.4(b)

and (c) have been taken and the Master Issuer Swap Providers have consented in writing or have been deemed to have consented to such modification; or

(ii) in the opinion of the Note Trustee such modification is to correct a manifest or proven error established as such to the satisfaction of the Note Trustee or is of a formal, minor or technical nature or is to comply with the mandatory provisions of law.

For the avoidance of doubt, the Note Trustee shall be entitled to assume, without further investigation or inquiry, that such modification will not be materially prejudicial to the interests of the Noteholders if each of the Rating Agencies has confirmed in writing that the then current ratings of the applicable Series and/or Class/es of Master Issuer Notes would not be adversely affected by such modification). Any such modification may be made on such terms and subject to such conditions (if any) as the Note Trustee may determine, shall be binding upon the Noteholders and, unless the Note Trustee agrees otherwise, shall be notified by the Master Issuer to the Noteholders and the Rating Agencies in accordance with Condition 14 as soon as practicable thereafter.

(b) Subject to sub-clause 19.4 below, the Note Trustee may also agree, or direct the Master Issuer Security Trustee to agree, without the consent of the Noteholders, to a change of the laws governing the Master Issuer Notes and/or the Transaction Documents (and to any consequential amendments deriving therefrom) PROVIDED THAT such change and consequential amendments would not, in the opinion of the Note Trustee, be materially prejudicial to the interests of the holders of any Series or Class/es of Master Issuer Notes. For the avoidance of doubt, the Note Trustees shall be entitled to assume, without further investigation or inquiry, that such modification will not be materially prejudicial to the interests of the Noteholders if each of the Rating Agencies has confirmed in writing that the then current ratings of the applicable Series and/or Class/es of Master Issuer Notes would not be adversely affected by such modification). Any such modification may be made on such terms and subject to such conditions (if any) as the Note Trustee may determine, shall be binding upon the Noteholders and, unless the Note Trustee agrees otherwise, shall be notified by the Master Issuer to the Noteholders and the Rating Agencies in accordance with Condition 14 as soon as practicable thereafter.

(c) Subject to sub-clause 19.4 below, the Note Trustee shall, without the consent of any Noteholders of any Series or Class of Notes issued after the date hereof, be required to give its consent to any modifications to these presents or any of the other Transaction Documents that are requested by the Master Issuer, Funding or the Cash Manager, provided that the Master Issuer, Funding or the Cash Manager, as the case may be, has certified to the Note Trustee in writing that such modifications are required in order to comply with any requirements which apply to it under EMIR and which accordingly will be mandatory under EMIR, irrespective of whether such modifications are materially prejudicial to the interests of the Noteholders of any Series or Class of Notes or any other Issuer Secured Creditor and provided such modifications do not relate to a Basic Terms Modification. The Note Trustee shall not be obliged to agree to any modification pursuant to this paragraph which (in the sole opinion of the Note Trustee and/or the Mortgages Trustee) would have the effect of (a) exposing the Note Trustee to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction; and (b) increasing the obligations or duties, or decreasing the protections of the Note Trustee in the Transaction Documents and/or the Conditions of the Notes.

The Noteholders of any Series or Class of Notes and any other Issuer Secured Creditor shall be deemed to have instructed the Note Trustee to concur with such modifications and shall be bound by such modifications regardless of whether or not such modifications are materially prejudicial to the interests of the Noteholders or the other Issuer Secured Creditors.

19.2 Waiver and determination

(a) Subject to paragraph (b) and sub-clause 19.4 below, below, the Note Trustee may, without the consent or sanction of the Noteholders at any time and from time to time:

(i) concur with the Master Issuer or any other person; or

(ii) direct the Master Issuer Security Trustee to concur with the Master Issuer or any other person;

without prejudice to its right in respect of any further or other breach, in waiving or authorising any breach or proposed breach by the Master Issuer or any other party thereto of any of the covenants or provisions contained in these presents or any of the other Transaction Documents (other than a waiver or authorisation the subject of which falls within the definition of a Basic Terms Modification (as defined in paragraph 5 of Schedule 4 hereto)) from time to time and at any time, PROVIDED THAT the Note Trustee is of the opinion that (A) such waiver or authorisation will not be materially prejudicial to the interests of the Noteholders of any Class of any Series of Master Issuer Notes and (B) such waiver or authorisation will not be materially prejudicial to the interests of the Master Issuer Swap Providers or, if it is not of that opinion in relation to the Master Issuer Swap Providers, the steps required pursuant to Clause 19.4(b) and (c) have been taken and the Master Issuer Swap Providers have consented in writing or have been deemed to have consented to such authorisation or waiver, on such terms and conditions (if any) as shall seem expedient to it.

For the avoidance of doubt, the Note Trustee shall be entitled to assume, without further investigation or inquiry, that such waiver or authorisation will not be materially prejudicial to the interests of the Noteholders if each of the Rating Agencies has confirmed in writing that the then current ratings of the applicable Series and/or Class/es of Master Issuer Notes would not be adversely affected by such modification).

PROVIDED ALWAYS THAT the Note Trustee shall not exercise any powers conferred on it by this Clause 19.2(a) in contravention of any express direction given by Extraordinary Resolution of any Class of any Series of Master Issuer Notes or by a request under Condition 9 or Condition 10 but so that no such direction or request shall affect any waiver or authorisation previously given or made. Any such waiver or authorisation may be given or made on such terms and subject to such conditions (if any) as the Note Trustee may determine, shall be binding on the Noteholders and, if the Note Trustee shall so require, shall be notified by the Master Issuer to the Noteholders and the Rating Agencies in accordance with Condition 14 as soon as practicable thereafter.

(b) The Note Trustee may, without the consent or sanction of the Noteholders, at any time and from time to time determine that any Note Event of Default shall not be treated as such for the purposes of these presents provided that in its opinion the interests of the holders of the most senior Class of any Series of Master Issuer Notes then outstanding shall note be materially prejudiced thereby.

For the avoidance of doubt, the Note Trustee shall be entitled to assume, without further investigation or inquiry, that such determination will not be materially prejudicial to the interests of the holders of the most senior Class of any Series of Master Issuer Notes if each of the Rating Agencies has confirmed in writing that the then current ratings of the applicable Series and/or Class/es of Master Issuer Notes would not be adversely affected by such determination). Any such determination may be given or made on such terms and subject to such conditions (if any) as the Note Trustee may determine, shall be binding on the Noteholders and, if the Note Trustee shall so require, shall be notified by the Master Issuer to

the Noteholders and the Rating Agencies in accordance with Condition 14 as soon as practicable thereafter.

19.3 Consent

Subject to sub-clause 19.4 below, the Note Trustee may give, or direct the Master Issuer Security Trustee to give, any consent or approval for the purposes of these presents or any other Transaction Document if, in its opinion, (A) the interests of the holders of any Class of any Series of the Notes will not be materially prejudiced thereby and (B) the interests of the Master Issuer Swap Providers will not be materially prejudiced thereby. For the avoidance of doubt, the Note Trustee shall not have any duty to the Noteholders in relation to such matters other than that which is contained in this clause. Any such consent or approval may be given on such terms and subject to such conditions (if any) as the Note Trustee thinks fit and notwithstanding anything to the contrary in these presents or any other Transaction Document may be given retrospectively. For the avoidance of doubt, the Note Trustee shall be entitled to assume, without further investigation or inquiry, that such consent will not be materially prejudicial to the interests of the Noteholders if each of the Rating Agencies has confirmed in writing that the then current ratings of the applicable Series and/or Class/es of Master Issuer Notes would not be adversely affected by such consent.

19.4 Modifications affecting the Master Issuer Swap Providers

(a) In the event of a proposed waiver or authorisation of any breach or proposed breach of any of the provisions of, or modification to, any of the Transaction Documents in accordance with sub-clause 19.1 or sub-clause 19.2, the Note Trustee will use its reasonable endeavours to determine, within five Business Days of receipt of details thereof, whether such proposed waiver, authorisation or modification will, in its opinion, not be materially prejudicial to the interests of any of the Master Issuer Swap Providers.

(b) If the Note Trustee determines within the five Business Day period referred to in paragraph (a) above that the proposed waiver, authorisation or modification would not in its opinion, be materially prejudicial to the interests of any of the Master Issuer Swap Providers then the Note Trustee shall not be obliged to seek the written consent of the Master Issuer Swap Providers thereto, or to take any further action pursuant to this Clause 19.4.

(c) If the Note Trustee has not, within such period of five Business Days, determined that such proposed waiver, authorisation or modification would not, in its opinion, be materially prejudicial to the interests of any of the Master Issuer Swap Providers, then the Note Trustee shall give, as soon as is practicable, written notice to the relevant Master Issuer Swap Providers (as appropriate), setting out the relevant details and requesting its or their written consent thereto.

(d) Each of the relevant Master Issuer Swap Providers shall within ten Business Days of receipt of the notice referred to in paragraph (c) above (the **Relevant Period**) notify the Note Trustee of:

(i) its written consent (such consent not to be unreasonably withheld or delayed) to such proposed waiver, authorisation or modification; or

(ii) subject to paragraph (i), its refusal of such consent and reasons for refusal (such refusal not to be unreasonably made and to be considered in the context of the security position of the relevant Master Issuer Swap Provider under this Deed).

Any failure by the relevant Master Issuer Swap Providers to notify the Note Trustee as aforesaid within the Relevant Period shall be deemed to be consent by the relevant Master Issuer Swap Providers (as applicable) to such proposed waiver, authorisation or modification.

19.5 Modifications to any Funding Agreement or the Master Definitions and Construction Schedule

(a) Without prejudice to (i) Clauses 19.1, 19.2, 19.3 and 19.4 above; and (ii) Clause 25.8 of the Funding Deed of Charge, subject to paragraph (b) below, the Note Trustee shall be required to give its consent to any modifications to any Funding Agreement or the Master Definitions and Construction Schedule that are requested by Funding or the Cash Manager, provided that Funding or the Cash Manager, as the case may be, has certified to the Note Trustee in writing that such modifications are required in order to accommodate:

(i) Master Issuer Notes to be issued and/or Master Issuer Term Advances to be made available by the Master Issuer to Funding under the Master Intercompany Loan Agreement;

(ii) the entry by Funding into New Intercompany Loan Agreements, the issue of new types of notes by New Issuers or the issue of notes by Funding directly;

(iii) the addition of other relevant Funding Secured Creditors to the Transaction Documents;

(iv) the assignment of New Loans or their Related Security to the Mortgages Trustee;

(v) amendments to the representations and warranties set out in Schedule 1 of the Mortgage Sale Agreement;

(vi) changes to the Funding Reserve Fund Required Amount, the Funding Liquidity Reserve Required Amount and/or the manner in which the Funding Reserve Fund or the Funding Liquidity Reserve Fund is funded; and/or

(vii) different Interest Payment Dates and/or Interest Periods for any Master Issuer Notes to be issued by the Master Issuer (including modification of the Interest Payment Dates and/or Interest Periods and/or the basis for the calculation of interest in respect of any outstanding Master Issuer Notes) and/or different Interest Payment Dates and/or Interest Periods (including modification of the basis for the calculation of interest) in respect of any outstanding Master Issuer Term Advances under the Master Intercompany Loan Agreement, and consequential modifications in respect of (i) the amounts payable under, the rates for calculating the amounts payable under and the periods for payment and the dates for payment under the Funding Swap Agreement and (ii) the amounts payable under, the rates for calculating the amounts payable under and the periods for payment under and the dates for payment under the Master Issuer Swap Agreements.

(b) The Note Trustee shall only be required to make the modifications set out in paragraph (a) above if the Note Trustee is satisfied that:

(i) in respect of the matter set out in paragraphs (a)(i) to (v), the conditions precedent to:

(A) Master Issuer Notes being issued by the Master Issuer and/or Master Issuer Term Advances being made available to Funding (as set out in Condition 15 and Clause 3 of the Master Intercompany Loan Agreement);

(B) New Notes being issued by New Issuers or by Funding directly and/or New Intercompany Loans being made available to Funding;

(C) the assignment of New Loans to the Mortgages Trustee (as set out in Clause 4 of the Mortgage Sale Agreement); and/or

(D) amending the representations and warranties set out in Schedule 1 of the Mortgage Sale Agreement,

have been satisfied; and

(ii) in respect of the matters set out in paragraphs (a)(i) to (a)(vii) inclusive, the Note 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 current ratings of the Master Issuer Notes.

(c) Each Noteholder hereby acknowledges that the Note Trustee is required to make the modifications set out in paragraph (a) above (subject to paragraph (b)), and each Noteholder further acknowledges that such modifications may adversely affect the manner in which the Mortgages Trustee allocates monies to Funding and/or the amount of monies available to Funding and to the Master Issuer to meet the Funding Secured Liabilities and the Master Issuer Secured Liabilities. Each Noteholder agrees that such modifications shall be binding on it and unless the Note Trustee otherwise agrees, notice thereof shall be given by the Master Issuer Cash Manager to the Noteholders as soon as practicable after the modifications have been made.

19.6 Rating Agencies

So long as any of the Master Issuer Notes are rated by the Rating Agencies, the Master Issuer shall notify the Rating Agencies in writing as soon as reasonably practicable thereafter of any modification to the provisions of these presents, the Master Issuer Notes or any of the other Transaction Documents.

19.7 Breach

Any breach of or failure by the Master Issuer to comply with any such terms and conditions as are referred to in sub-clauses 19.1, 19.2 and 19.3 shall constitute a default by the Master Issuer in the performance or observance of a covenant or provision binding on it under or pursuant to these presents.

20. ENTITLEMENT TO TREAT NOTEHOLDER AS ABSOLUTE OWNER

The Master Issuer, the Note Trustee, the Paying Agents, the Transfer Agent and the Registrar may (to the fullest extent permitted by applicable laws) deem and treat the registered holder of any Master Issuer Note or of a particular principal amount of the Master Issuer Notes as the absolute owner of such Master Issuer Note or principal amount, as the case may be, for all purposes (whether or not such Master Issuer Note or principal amount shall be overdue and notwithstanding any notice of ownership thereof or of trust or other interest with regard thereto, any notice of loss or theft thereof or any writing thereon), and the Master Issuer, the Note Trustee, the Paying Agents, the Transfer Agent and the Registrar shall not be affected by any notice to the contrary. All payments made to any such registered holder of a Definitive Note or Global Master Issuer Note shall be valid and, to the extent of the sums so paid, effective to satisfy and discharge the liability for the monies payable in respect of such Master Issuer Note or principal amount, as the case may be.

21. CURRENCY INDEMNITY

The Master Issuer shall indemnify the Note Trustee, every appointee of the Note Trustee and the Noteholders and keep them indemnified against:

(a) any liability incurred by any of them arising from the non-payment by the Master Issuer of any amount due to the Note Trustee or the Noteholders under these presents by reason of any variation in the rates of exchange between those used for the purposes of calculating the amount due under a judgment or order in respect thereof and those prevailing at the date of actual payment by the Master Issuer; and

(b) any deficiency arising or resulting from any variation in rates of exchange between (i) the date as of which the local currency equivalent of the amounts due or contingently due under these presents (other than this Clause 21) is calculated for the purposes of any bankruptcy, insolvency or liquidation of the Master Issuer and (ii) the final date for ascertaining the amount of claims in such bankruptcy, insolvency or liquidation. The amount of such deficiency shall be deemed not to be reduced by any variation in rates of exchange occurring between the said final date and the date of any distribution of assets in connection with any such bankruptcy, insolvency or liquidation.

The above indemnity (and the indemnities given by the Master Issuer in sub-clause 15.5 and sub-clause 16(l)) shall constitute obligations of the Master Issuer separate and independent from its obligations under the other provisions of these presents and the Master Issuer Notes and shall apply irrespective of any indulgence granted by the Note Trustee or the Noteholders from time to time and shall continue in full force and effect notwithstanding the judgment or filing of any proof or proofs in any bankruptcy, insolvency or liquidation of the Master Issuer for a liquidated sum or sums in respect of amounts due under these presents (other than this Clause 21). Any such deficiency as aforesaid shall be deemed to constitute a loss suffered by the Noteholders and no proof or evidence of any actual loss shall be required by the Master Issuer or its liquidator or liquidators.

22. NEW NOTE TRUSTEE, SEPARATE AND CO-TRUSTEES

22.1 New Note Trustee

(a) [INTENTIONALLY BLANK].

(b) The power to appoint a new trustee of these presents shall be vested in the Master Issuer but no person shall be appointed who shall not previously have been approved by an Extraordinary Resolution of the Class A Noteholders, the Class B Noteholders, the Class M Noteholders, the Class C Noteholders and the Class Z Noteholders. One or more persons may hold office as trustee or trustees of these presents but such trustee or trustees shall be or include a Trust Corporation. Whenever there shall be more than two trustees of these presents the majority of such trustees shall be competent to execute and exercise all the duties, powers, trusts, authorities and discretions vested in the Note Trustee by these presents provided that a Trust Corporation shall be included in such majority. Any appointment of a new trustee of these presents shall as soon as practicable thereafter be notified by the Master Issuer to the Principal Paying Agent, the Transfer Agent, the Registrar, the Noteholders and the Rating Agencies.

(c) Any new trustee must (i) meet the requirements of Section 26(a)(1) of the U.S. Investment Company Act of 1940; (ii) not be an affiliate (as defined in Rule 405 of

the Securities Act) of the Master Issuer or of any person involved in the organisation or operation of the Master Issuer; (iii) not offer or provide credit or credit enhancement to the Master Issuer; and (iv) execute an agreement or instrument concerning the Master Issuer Notes containing provisions to the effect set forth in Section 26(a)(3) of the U.S. Investment Company Act of 1940.

22.2 Separate and Co-Trustees

Notwithstanding the provisions of sub-clause 22.1 above, the Note Trustee may, upon giving prior notice to the Master Issuer (but without requiring the consent of the Master Issuer or the Noteholders), appoint any person established or resident in any jurisdiction (whether a Trust Corporation or not) to act either as a separate trustee or as a co-trustee jointly with the Note Trustee:

(a) if the Note Trustee considers such appointment to be in the interests of the Noteholders;

(b) for the purposes of conforming to any legal requirements, restrictions or conditions in any jurisdiction in which any particular act or acts is or are to be performed; or

(c) for the purposes of obtaining a judgment in any jurisdiction or the enforcement in any jurisdiction of either a judgment already obtained or any of the provisions of these presents or any of the other Master Issuer Transaction Documents against the Master Issuer or any other party thereto.

The Master Issuer irrevocably appoints the Note Trustee to be its attorney in its name and on its behalf to execute any such instrument of appointment. Such a person shall (subject always to the provisions of these presents) have such trusts, powers, authorities and discretions (not exceeding those conferred on the Note Trustee by these presents) and such duties and obligations as shall be conferred or imposed by the instrument of appointment. The Note Trustee shall have power in like manner to remove any such person. Such reasonable remuneration as the Note Trustee may pay to any such person, together with any attributable costs, charges and expenses incurred by it in performing its function as such separate trustee or co-trustee, shall for the purposes of this Deed be treated as costs, charges and expenses incurred by the Note Trustee.

23. NOTE TRUSTEE'S RETIREMENT AND REMOVAL

A trustee of this Deed may retire at any time on giving not less than three months' prior written notice to the Master Issuer without giving any reason and without being responsible for any costs incurred by reason of such retirement. The Noteholders may by Extraordinary Resolution of each Class of Noteholders remove any trustee or trustees for the time being of these presents. The Master Issuer undertakes that in the event of the only trustee of these presents which is a Trust Corporation giving notice under this Clause or being removed by Extraordinary Resolution of each Class of Noteholders it will use its best endeavours to procure that a new trustee of these presents being a Trust Corporation is appointed as soon as reasonably practicable thereafter. The retirement or removal of any such trustee shall not become effective until a successor trustee being a Trust Corporation is appointed. If a successor trustee being a Trust Corporation has not been appointed within two months after the date of the notice of retirement of the Note Trustee, then the retiring Note Trustee may appoint its own successor trustee being a Trust Corporation.

24. NOTE TRUSTEE'S POWERS TO BE ADDITIONAL

The powers conferred upon the Note Trustee by these presents shall be in addition to any powers which may from time to time be vested in the Note Trustee by the general law or as a holder of any of the Master Issuer Notes.

25. NOTICES

25.1 Service of Notices

Any notice or demand to the Master Issuer or the Note Trustee to be given, made or served for any purposes under these presents 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:

(a) **Master Issuer**:

Holmes Master Issuer PLC
c/o Santander House (AAM 129)
201 Grafton Gate East
Milton Keynes MK9 1AN

For the attention of: Securitisation Team, Retail Credit Risk
Facsimile: +44 1908 343 019

(b) **Note Trustee**:

The Bank of New York Mellon, London Branch
40th Floor
One Canada Square
London E14 5AL

For the attention of: Trustee Administration Manager
Facsimile: + 44 (0) 20 7964 2509

or to such other address or facsimile number as shall have been notified (in accordance with this Clause) to the other party hereto and any notice or demand sent by post as aforesaid shall be deemed to have been given, made or served three days in the case of inland post or seven days in the case of overseas post after despatch and any notice or demand sent by facsimile transmission as aforesaid shall be deemed to have been given, made or served on report of successful transmission.

25.2 Communications to Authorised Persons

In no event, shall the Note Trustee be liable for any and all claims, losses, liabilities, damages, costs, expenses and judgements (including legal fees and expenses) sustained by the Note Trustee from receiving or transmitting any data from the Master Issuer or its Authorised Person via any non-secure method of transmission or communication, such as, but without limitation, by facsimile or email.

The Master Issuer accepts that some methods of communication are not secure and the Note Trustee shall incur no liability for receiving Instructions via any such non-secure method. the Note Trustee is authorised to comply with and rely upon any such notice, Instructions or other communications believed by it to have been sent or given by an Authorised Person. The Master Issuer shall use all reasonable endeavours to ensure that Instructions transmitted to the

Note Trustee pursuant to this Agreement are completed and correct. Any Instructions shall be conclusively deemed to be valid instructions from the Master Issuer to the Note Trustee for the purposes of this Agreement.

25.3 Communications by Noteholders with Other Noteholders

Noteholders may communicate with other Noteholders with respect to their rights under this Deed or the Master Issuer Notes. Notices to Noteholders

Any notice or communication mailed to Noteholders hereunder shall be transmitted by mail:

(a) to all holders of Definitive Notes, as the names and addresses of such Noteholders appear upon the Register; and

(b) to such other Noteholders as have, within the two years preceding such transmission, filed their names and addresses with the Note Trustee for that purpose.

26. RIGHTS OF THIRD PARTIES

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any 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.

27. CERTIFICATES AND OPINIONS

27.1 Certificate and Opinions as to Conditions Precedent

Upon any request or application by the Master Issuer to the Note Trustee to take any action under this Deed, the Master Issuer shall furnish to the Note Trustee:

(a) an Officers' Certificate (which shall include the statements set forth in sub-clause 27.2 below) stating that, in the opinion of the signers, all conditions precedent, if any, provided for in this Deed or required by the Note Trustee pursuant to the terms of this Deed relating to the proposed action have been complied with; and

(b) an Opinion of Counsel (which shall include the statements set forth in sub-clause 27.2 below) stating that, in the opinion of such counsel, all such conditions precedent, if any, provided for in this Deed or required by the Note Trustee pursuant to the terms of this Deed relating to the proposed action have been complied with.

27.2 Statements Required in Certificate and Opinion

Each certificate and opinion with respect to compliance with a condition or covenant provided for in this Deed shall include:

(a) a statement that the person making such certificate or opinion has read such covenant or condition and the definitions relating thereto;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(c) a statement that, in the opinion of such person, it or he has made such examination or investigation as is necessary to enable such person to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(d) a statement as to whether or not, in the opinion of such person, such covenant or condition has been complied with.

28. RELEASE OF COLLATERAL

Except to the extent expressly provided in this Clause 28, the Note Trustee shall release property from the security constituted by the Master Issuer Deed of Charge only upon receipt of a request from the Master Issuer accompanied by an Officers' Certificate, and an Opinion of Counsel.

Prior to the release of any property or securities subject to the lien of the Master Issuer Deed of Charge, the Master Issuer shall, in addition to any obligation imposed in this Clause 28 or elsewhere in this Deed, furnish to the Note Trustee an Officers' Certificate certifying or stating the opinion of each person signing such certificate as to the fair value to the Master Issuer of the property or securities to be so released. The officers so certifying may consult with, and may conclusively rely upon a certificate as to the fair value of such property provided to such officers by an internationally recognised financial institution with expertise in such matters.

Whenever the Master Issuer is required to furnish to the Note Trustee an Officers' Certificate certifying or stating the opinion of any signer thereof as to the matters described in the preceding paragraph, the Master Issuer shall also deliver to the Note Trustee an Independent Certificate as to the same matters, if the fair value to the Master Issuer of the property to be so released and of all other such property made the basis of any such release since the commencement of the then current fiscal year of the Master Issuer, as set forth in the certificates delivered pursuant to this Clause 28, is 10 per cent. or more of the Principal Amount Outstanding of the Master Issuer Notes, but such a certificate need not be furnished with respect to any property so released if the fair value thereof to the Master Issuer as set forth in the related Officers' Certificate is less than $25,000 or less than one per cent. of the Principal Amount Outstanding of the Master Issuer Notes.

Whenever any property is to be released from the security constituted by the Master Issuer Deed of Charge, the Master Issuer shall also furnish to the Note Trustee an Officer's Certificate certifying or stating the opinion of each person signing such certificate that in the opinion of such person the proposed release will not impair the security under this Deed in contravention of the provisions hereof.

Notwithstanding anything to the contrary contained herein, the Master Issuer may make cash payments out of the Master Issuer Accounts relating to the Master Issuer Notes as and to the extent permitted or required by the Transaction Documents.

29. GOVERNING LAW

These presents and the Master Issuer Notes and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, English law.

30. COUNTERPARTS

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

31. SUBMISSION TO JURISDICTION

Each party to this Deed hereby irrevocably submits to the non-exclusive jurisdiction of the English courts in any action or proceeding arising out of or relating to this Deed (including any non-contractual obligations arising out of or in connection with it) and hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined by such courts. Each party to this Deed hereby irrevocably waives, to the fullest extent it may possibly do so, any defence or claim that the English courts are inconvenient forum for the maintenance or hearing of such action or proceeding.

IN WITNESS WHEREOF this Deed has been executed as a deed by the Master Issuer and the Note Trustee and delivered on the date first stated on page 1.

SCHEDULE 1

FORMS OF GLOBAL MASTER ISSUER NOTES

SERIES [●] CLASS [A]/[B]/[M]/[C]/[Z] [RULE 144A/REG S/ GLOBAL MASTER ISSUER NOTE

[ISIN: [●]]
[CUSIP: [●]]
[Common Code: [●]]

[THIS NOTE IS ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE **SECURITIES ACT**), AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. EACH PURCHASER OF THIS NOTE IS HEREBY NOTIFIED THAT THE SELLER OF THIS NOTE MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER.

THE HOLDER OF THIS NOTE AGREES FOR THE BENEFIT OF THE ISSUER THAT (A) THIS NOTE MAY BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED, ONLY (I) IN THE UNITED STATES TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (II) OUTSIDE THE UNITED STATES IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR 904 UNDER THE SECURITIES ACT, (III) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER (IF AVAILABLE) OR (IV) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH OF CASES (I) THROUGH (IV) IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES, AND (B) THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER OF THIS NOTE FROM IT OF THE RESALE RESTRICTIONS REFERRED TO IN (A) ABOVE.][*]

[THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE **SECURITIES ACT**) OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND, AS A MATTER OF U.S. LAW, PRIOR TO THE DATE THAT IS 40 DAYS AFTER THE LATER OF THE COMMENCEMENT OF THE OFFERING OF THE NOTES AND THE CLOSING OF THE OFFERING OF THE NOTES, MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED IN OR INTO THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) EXCEPT PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES.][**]

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[*] To appear only on the Rule 144A Global Master Issuer Notes.
[**] To appear only on the Reg S Global Master Issuer Notes

HOLMES MASTER ISSUER PLC

(Incorporated with limited liability in England and Wales with registered number 5953811)

SERIES [●] CLASS [A]/[B]/[M]/[C]/[Z] [RULE 144A/REG S] GLOBAL MASTER ISSUER NOTE
representing up to

[●] Series [●] Class [A]/[B]/[M]/[C]/[Z] Mortgage-Backed Floating Rate Notes due [●]

(Initial aggregate principal amount of Series [●] Class [A]/[B]/[M]/[C]/[Z] Global Master Issuer Notes: [●])

This Series [●] Class [A]/[B]/[M]/[C]/[Z] Global Master Issuer Note is issued without principal or interest coupons in respect of a duly authorised issue of Series [●] Class [A]/[B]/[M]/[C]/[Z] Notes of Holmes Master Issuer PLC (the **Issuer**), designated as specified in the title hereof (the **Notes**), limited to the aggregate principal amount of up to [●] [U.S. dollars/euro/pounds sterling/Canadian dollars] ([US$/€/£/CAD$][●]) and constituted by a Master Issuer Trust Deed dated 28 November 2006 as amended and restated and/or supplemented on 20 June 2007, 12 November 2010, 25 March 2011, 29 June 2012, 28 August 2012, 29 August 2013 and as further amended and restated on [●] 2014 and as may be further amended, restated, varied or supplemented from time to time (the **Master Issuer Trust Deed**) between the Issuer and The Bank of New York Mellon, London Branch as trustee (the trustee for the time being thereof being herein called the **Note Trustee**). References herein to the Conditions (or to any particular numbered Condition) shall be to the Conditions (or that particular one of them) set out in Schedule 4 to the Master Issuer Trust Deed. Terms used but not defined herein have the meanings ascribed to them in the amended and restated master definitions and construction schedule signed for the purposes of identification by Allen & Overy LLP and Slaughter and May on [●] 2014 (the **Master Definitions and Construction Schedule**) and the master issuer master definitions and construction schedule, signed for the purposes of identification by Allen & Overy LLP and Slaughter and May on 29 August 2013 (the **Master Issuer Master Definitions and Construction Schedule**) (each as may be amended, restated, varied or supplemented from time to time in accordance with the terms thereof), and the Master Issuer Trust Deed and this Global Master Issuer Note shall be construed in accordance with the interpretation provisions set out in Clause 2 of the Master Definitions and Construction Schedule and Clause 2 of the Master Issuer Master Definitions and Construction Schedule. The aggregate principal amount from time to time of this Global Master Issuer Note shall be that amount not exceeding [US$/€/£/CAD$][●] as shall be shown by the latest entry duly made in the Schedule hereto.

This is to certify that:

[The nominee on behalf of The Depository Trust Company (**DTC**)] [The Bank of New York (Depository) Nominees Limited as nominee on behalf of the Common Depositary for both Euroclear and Clearstream, Luxembourg] [the person whose name is entered in the Register][***] is/are the duly registered holder(s) of one of the Series [●] Class [A]/[B]/[M]/[C]/[Z] Global Master Issuer Notes. This Global Master Issuer Note is evidence of entitlement only. Title to this Global Master Issuer Note passes only on due registration in the Register and only the registered holder is entitled to payment in respect of this Global Master Issuer Note.

1. **Promise to pay**

Subject as provided in this Global Master Issuer Note, the Issuer promises to pay to the registered holder hereof the principal amount of this Global Master Issuer Note (being at the

[***] To be included if the Global Master Issuer Note is to be held under the NSS.

date hereof [●] [U.S. dollars /euro/pounds sterling] ([US$/€/£[●])) on the Interest Payment Date falling in [●] (or on such earlier date as the said principal amount may become repayable in accordance with the Conditions or the Master Issuer Trust Deed) and to pay interest monthly or quarterly or semi-annually, as the case may be, in arrear on each Interest Payment Date on the principal amount from time to time of this Global Master Issuer Note at the rates determined in accordance with the Conditions together with such other amounts (if any) as may be payable, all subject to and in accordance with the Conditions and the provisions of the Master Issuer Trust Deed.

2. **Exchange for Definitive Notes**

This Global Master Issuer Note will be exchangeable (free of charge to the holder) for Definitive Notes only if (a) [DTC has notified the Issuer that it is at any time unwilling or unable to continue as holder of this Global Master Issuer Note or is at any time unwilling or unable to continue as, or ceases to be, a clearing agency under the United States Securities Exchange Act of 1934, as amended (the **Exchange Act**), and a successor to DTC registered as a clearing agency under the Exchange Act is not able to be appointed by the Issuer within 90 days of such notification][both Euroclear Bank S.A./N.V. as operator of the Euroclear System (**Euroclear**) and Clearstream Banking, *société anonyme* (**Clearstream, Luxembourg**) are closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announce an intention permanently to cease business or do so and no alternative clearing system satisfactory to the Note Trustee is then available[1]], or (b) as a result of any amendment to, or change in, the laws or regulations of the United Kingdom (or of any political subdivision thereof), or of any authority therein or thereof having power to tax, or in the interpretation or administration by a revenue authority or a court or administration of such laws or regulations which becomes effective on or after the Closing Date, the Issuer or any Paying Agent is or will be required to make any deduction or withholding from any payment in respect of the Notes which would not be required were the relevant Notes in definitive registered form. Thereupon the holder of this Global Master Issuer Note (acting on the instructions of (a) holder(s) of (a) Book-Entry Interest(s)) may give notice to the Issuer, and the Issuer may give notice to the Note Trustee and the Noteholders, of its intention to exchange this Global Master Issuer Note for [Rule 144A/Reg S Definitive Notes on or after the Exchange Date (as defined below).

On or after the Exchange Date, the holder of this Global Master Issuer Note shall surrender this Global Master Issuer Note to or to the order of the Registrar. In exchange for this Global Master Issuer Note the Issuer will deliver, or procure the delivery of, Definitive Notes in registered form in denominations of [US$200,000][€100,000][£100,000] each, plus integral multiples of [US$1,000][€1,000][£1,000], or in such other denominations as the Note Trustee shall determine (which must be higher than [US$200,000][€100,000][£100,000]) and notify to the relevant Noteholders, in exchange for the whole of this Global Master Issuer Note.

Exchange Date means a day specified in the notice requiring exchange falling not more than 60 days after that on which such notice is given and on which banks are open for business in the city in which the specified office of the Registrar is located and in the city in which the relevant clearing system is located.

Upon the exchange or purchase and cancellation of a part of this Global Master Issuer Note in accordance with the Master Issuer Trust Deed, the Conditions and the Master Issuer Paying Agent and Agent Bank Agreement, the portion of the principal amount hereof so exchanged or cancelled shall be endorsed by or on behalf of the Registrar on behalf of the Issuer on Part

[1] Delete as applicable.

II of the Schedule hereto, whereupon the principal amount hereof shall be increased or, as the case may be, reduced for all purposes by the amount so exchanged or cancelled and endorsed. Upon the exchange of the whole of this Global Master Issuer Note for Definitive Notes, this Global Master Issuer Note shall be surrendered to or to the order of the Registrar and cancelled and, if the holder of this Global Master Issuer Note requests, returned to it together with the relevant Definitive Notes.

3. **Payments**

Until the entire principal amount of this Global Master Issuer Note has been extinguished, this Global Master Issuer Note shall be entitled to the benefit of and be bound by the Conditions, the Master Issuer Trust Deed and the Master Issuer Deed of Charge. Payments of principal and interest in respect of Notes represented by this Global Master Issuer Note will be made in accordance with the Conditions. Upon any payment of principal or interest on this Global Master Issuer Note the amount so paid shall be endorsed by or on behalf of the Registrar on behalf of the Issuer on Part I of the Schedule hereto.

Upon any payment of principal and endorsement of such payment on Part I of the Schedule hereto, the principal amount of this Global Master Issuer Note shall be reduced for all purposes by the principal amount so paid and endorsed.

All payments of any amounts payable and paid to the registered holder of this Global Master Issuer Note shall be valid and, to the extent of the sums so paid, effectual to satisfy and discharge the liability for the monies payable hereon.

4. **[DTC**

References herein to DTC shall be deemed to include references to any other clearing system approved by the Note Trustee.][2]

[Euroclear and Clearstream, Luxembourg

References herein to Euroclear and/or Clearstream, Luxembourg shall be deemed to include references to any other clearing system approved by the Note Trustee.][3]

5. **[Tax treatment**

The Issuer will treat this Global Master Issuer Note as indebtedness for U.S. federal income tax purposes. Each Holder, by the acceptance hereof, agrees to treat this Note for U.S. federal income tax purposes as indebtedness.][4]

6. **Authentication [and effectuation]** [5]

This Global Master Issuer Note shall not be or become valid or obligatory for any purpose unless and until authenticated by or on behalf of the Principal Paying Agent [and effectuated by the entity appointed as Common Safekeeper for Euroclear and Clearstream, Luxembourg][**].

[2] Delete as applicable
[3] Delete as applicable
[4] To appear only on the U.S. Global Master Issuer Notes representing U.S. Notes that are specified in the applicable Final Terms as debt for U.S. federal income tax purposes.
[5] To be included if the Global Master Issuer Note is to be held under the NSS.
[**] To be included if the Global Master Issuer Note is to be held under the NSS.

7. **Governing law**

This Global Master Issuer Note (and any non-contractual obligations arising out of or in connection with it) is governed by, and shall be construed in accordance with, the laws of England and the Issuer has in the Master Issuer Trust Deed submitted to the non-exclusive jurisdiction of the courts of England for all purposes in connection with this Global Master Issuer Note (including any non-contractual obligations arising out of or in connection with it).

8. **Contracts (Rights of Third Parties) Act 1999**

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Global Master Issuer Note, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

IN WITNESS whereof the Issuer has caused this Global Master Issuer Note to be signed manually or in facsimile by a person duly authorised on its behalf.

HOLMES MASTER ISSUER PLC

By: .....
(Duly authorised)

Issued in London, England on [●].

Certificate of authentication

[This Global Master Issuer Note is duly authenticated
without recourse, warranty or liability.

.....
Duly authorised
for and on behalf of
THE BANK OF NEW YORK MELLON, LONDON BRANCH
as Principal Paying Agent

[This Global Master Issuer Note is duly effectuated
without recourse, warranty or liability.

……..
Duly authorised
For and on behalf of
[♦]
As Common Safekeeper][***]

[***] To be included if the Global Master Issuer Note is to be held under the NSS.

SCHEDULE

PART I

PAYMENTS OF PRINCIPAL AND INTEREST

The following payments on this Global Master Issuer Note have been made:

Date Made	**Interest Paid** ***[Specified Currency]***	**Principal Paid** ***[Specified Currency]***	**Remaining principal amount of this Global Master Issuer Note following such payment** ***[Specified Currency]***	**Notation made on behalf of the Master Issuer**
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

PART II

EXCHANGES,
PURCHASES AND CANCELLATIONS

The following exchanges for Definitive Notes and purchases and cancellations of a part of this Global Master Issuer Note have been made:

Date Made	**Part of principal amount exchanged for Definitive Notes** ***[Specified Currency]***	**Part of principal amount purchased and cancelled** ***[Specified Currency]***	**Aggregate principal amount following such exchange or purchase and cancellation** ***[Specified Currency]***	**Notation made on behalf of the Master Issuer**
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

SCHEDULE 2

FORM OF DEFINITIVE NOTES

SERIES [●] CLASS [A]/[B]/[M]/[C]/[Z] DEFINITIVE MASTER ISSUER NOTE

[***Principal Amount per Note***]	[ISIN:]	[SERIES]	[SERIAL NO.]

[THIS NOTE IS ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE **SECURITIES ACT**), AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. EACH PURCHASER OF THIS NOTE IS HEREBY NOTIFIED THAT THE SELLER OF THIS NOTE MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER.

THE HOLDER OF THIS NOTE AGREES FOR THE BENEFIT OF THE ISSUER THAT (A) THIS NOTE MAY BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED, ONLY (I) IN THE UNITED STATES TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (II) OUTSIDE THE UNITED STATES IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR 904 UNDER THE SECURITIES ACT, (III) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER (IF AVAILABLE) OR (IV) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH OF CASES (I) THROUGH (IV) IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES, AND (B) THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER OF THIS NOTE FROM IT OF THE RESALE RESTRICTIONS REFERRED TO IN (A) ABOVE.][*]

[THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE **SECURITIES ACT**) OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND, AS A MATTER OF U.S. LAW, PRIOR TO THE DATE THAT IS 40 DAYS AFTER THE LATER OF THE COMMENCEMENT OF THE OFFERING OF THE NOTES AND THE CLOSING OF THE OFFERING OF THE NOTES, MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED IN OR INTO THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) EXCEPT PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES.

THIS NOTE (OR ANY INTEREST HEREIN) MAY NOT BE OFFERED, SOLD, TRANSFERRED OR DELIVERED AS PART OF ITS INITIAL DISTRIBUTION OR AT ANY TIME

[*] To appear only on the Rule 144A Definitive Notes.

THEREAFTER, DIRECTLY OR INDIRECTLY, TO INDIVIDUALS OR LEGAL ENTITIES WHO ARE ESTABLISHED, DOMICILED OR HAVE THEIR RESIDENCE IN THE NETHERLANDS][**]

HOMES MASTER ISSUER PLC

(Incorporated with limited liability in England and Wales with registered number 5953811)

[US$][€][£] [●] Series [●] Class [A]/[B]/[M]/[C]/[Z] Mortgage – Backed Floating Rate Notes due [●]
(the **Series [●] Class [A]/[B]/[M]/[C]/[Z] Notes**)

This Series [●] Class [A]/[B]/[M]/[C]/[Z] Note forms one of a series of notes constituted by a trust deed (the **Master Issuer Trust Deed**) dated [●] made between Holmes Master Issuer PLC (the **Issuer**) and The Bank of New York Mellon, London Branch as trustee for the holders of the Series [●] Class [A]/[B]/[M]/[C]/[Z] Notes (the **Note Trustee**) and issued as registered Series [●] Class [A]/[B]/[M]/[C]/[Z] Notes in denominations of [US$200,000][€100,000][£100,000] each, plus integral multiples of [US$1,000][€1,000][£1,000], or in such other denominations as the Note Trustee shall determine and notify to the holders of the relevant Series [●] Class [A]/[B]/[M]/[C]/[Z] Notes.

THIS IS TO CERTIFY that [●]

is/are the registered holder(s) of one of the above-mentioned registered Series [●] Class [A]/[B]/[M]/[C]/[Z] Notes, such Series [●] Class [A]/[B]/[M]/[C]/[Z] Notes being in the denomination of [U.S. dollars/euro/pounds sterling] and is/are entitled on the Interest Payment Date falling in [●] (or on such earlier date as the principal sum hereinafter mentioned may become repayable in accordance with the terms and conditions of the Series [●] Class [A]/[B]/[M]/[C]/[Z] Notes (the **Conditions**) endorsed hereon) to the repayment of such principal sum of:

[US$][€][£] [●]

together with such other amounts (if any) as may be payable, all subject to and in accordance with the Conditions and the provisions of the Master Issuer Trust Deed.

Interest is payable on the Principal Amount Outstanding (as determined in accordance with Condition 5.3) endorsed hereon of this Series [●] Class [A]/[B]/[M]/[C]/[Z] Note at rates determined in accordance with the Conditions payable monthly or quarterly or semi-annually, as the case may be, in arrear on each Interest Payment Date and together with such other amounts (if any) as may be payable, all subject to and in accordance with the Conditions and the provisions of the Master Issuer Trust Deed.

IN WITNESS whereof this registered Series [●] Class [A]/[B]/[M]/[C]/[Z] Note has been executed on behalf of the Issuer.

HOLMES MASTER ISSUER PLC

By: _____
Director

By: _____
Director

Dated

** To appear only on the Reg S Definitive Notes

Certificate of authentication

This Series [●] Class [A]/[B]/[M]/[C]/[Z] Note is duly authenticated without recourse, warranty or liability.

_____

Duly authorised
for and on behalf of
THE BANK OF NEW YORK MELLON, LONDON BRANCH
as Principal Paying Agent

(REVERSE OF NOTE)

THE CONDITIONS

[In the form set out in Schedule 4]

FORM OF TRANSFER OF DEFINITIVE MASTER ISSUER NOTE

FOR VALUE RECEIVED the undersigned hereby transfer(s) to

_____

_____

_____

(Please print or type name and address (including postal code) of transferee)

[US$][€][£][CAD$] ___ principal amount of this Series [●] Class [A]/[B]/[M]/[C]/[Z] Note and all rights hereunder, hereby irrevocably constituting and appointing _____ as attorney to transfer such principal amount of this Series [●] Class [A]/[B]/[M]/[C]/[Z] Note in the register maintained by or on behalf of **HOLMES MASTER ISSUER PLC** with full power of substitution.

Signature(s) _____

Date: _____

NOTES:

1. This form of transfer must be accompanied by such documents, evidence and information as may be required pursuant to the Master Issuer Trust Deed and the Master Issuer Paying Agent and Agent Bank Agreement (as defined in the Conditions) and must be executed under the hand of the transferor or, if the transferor is a corporation, either under its common seal or under the hand of two of its officers duly authorised in writing and, in such latter case, the document so authorising such officers must be delivered with this form of transfer.

2. The signature(s) on this form of transfer must correspond with the name(s) as it/they appear(s) on the face of this Series [●] Class [A]/[B]/[M]/[C]/[Z] Note in every particular, without alteration or enlargement or any change whatever.

SCHEDULE 3

PART 1

FORM OF TRANSFER CERTIFICATES

RULE 144A GLOBAL MASTER ISSUER NOTE TO REG S GLOBAL MASTER ISSUER NOTE

Attention:

Re: HOLMES MASTER ISSUER PLC

Reference is hereby made to the Further Amended and Restated Master Issuer Trust Deed dated [●] (the **Master Issuer Trust Deed**) between Holmes Master Issuer Plc (the **Issuer**) and The Bank of New York Mellon, London Branch as Note Trustee. Capitalised terms used but not defined herein shall have the meanings given to them in the Master Issuer Trust Deed, the Master Definitions and Construction Schedule and the Master Issuer Master Definitions and Construction Schedule (as such terms are defined in the Master Issuer Trust Deed).

This certificate relates to US$[●] aggregate principal amount of [●] Notes which are evidenced by the Rule 144A Global [●] Note [(CUSIP No. [●])] [(ISIN [●])] and held by you on behalf of the undersigned (the **Transferor**). The Transferor has requested a transfer of such beneficial interest in the [●] Notes to a person who will take delivery thereof in the form of an equal aggregate principal amount of [●] Notes evidenced by the Reg S Global [●] Note (ISIN [●]), which amount, immediately after such transfer, is to be held with the [Common Depositary through Euroclear or Clearstream, Luxembourg, or both] [Common Safekeeper for Euroclear and Clearstream, Luxembourg].

In connection with such request and in respect of such Notes, the Transferor does hereby certify that such transfer has been effected pursuant to and in accordance with Rule 903 or Rule 904 of Regulation S (**Reg S**) under the United States Securities Act of 1933, as amended (the **Securities Act**), and accordingly the Transferor does hereby further certify that:

(1) the offer of the [●] Notes was not made to a person in the United States or to or for the account or benefit of a U.S. person (as defined in Reg S under the Securities Act);

(2) either:

(A) at the time the buy order was originated, the transferee was outside the United States or the Transferor and any person acting on its behalf reasonably believed that the transferee was outside the United States; or

(B) the transaction was executed in, on or through the facilities of a designated offshore securities market and neither the Transferor nor any person acting on its behalf knows that the transaction was pre-arranged with a buyer in the United States;

(3) no directed selling efforts have been made in the United States in contravention of the requirements of Rule 903(b) or 904(b) of Reg S, as applicable; and

(4) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act.

This certificate and the statements contained herein are made for the benefit of the Issuer and the Managers. Terms used in this certificate and not otherwise defined in the Master Issuer Trust Deed, the Master Definitions and Construction Schedule or the Master Issuer Master Definitions and Construction Schedule referred to in it have the meanings set forth in Regulation S under the Securities Act.

Dated: [Insert Name of Transferor]

By: _____

Name:

Title:

(If the transferor is a corporation, partnership or fiduciary, the title of the person signing on behalf of such transferor must be stated.)

PART 2

REG S GLOBAL MASTER ISSUER NOTE TO RULE 144A GLOBAL MASTER ISSUER NOTE

Attention:

Re: HOLMES MASTER ISSUER PLC

Reference is hereby made to the Further Amended and Restated Master Issuer Trust Deed dated [●] (the **Master Issuer Trust Deed**) between Holmes Master Issuer plc (the **Issuer**) and The Bank of New York Mellon, London Branch as Note Trustee. Capitalised terms used but not defined herein shall have the meanings given to them in the Master Issuer Trust Deed, the Master Definitions and Construction Schedule and the Master Issuer Master Definitions and Construction Schedule (as such terms are defined in the Master Issuer Trust Deed).

This letter relates to US$ [●] aggregate principal amount of [●] Notes which are evidenced by the Reg S Global [●] Note (ISIN No. [●]) and held by you through Euroclear or Clearstream, Luxembourg or both who in turn is holding an interest therein on behalf of the undersigned (the **Transferor**). The Transferor has requested a transfer of such beneficial interest in the [●] Notes to a person who, during the Distribution Compliance Period, will take delivery thereof in the form of an equal aggregate principal amount of [●] Notes evidenced by the Rule 144A Global [●] Note (CUSIP No. [●] [ISIN [●]]).

In connection with such request and in respect of such [●] Notes, the Transferor does hereby certify that such transfer has been effected pursuant to and in accordance with Rule 144A under the United States Securities Act of 1933, as amended, and accordingly the Transferor does hereby further certify that the [●] Notes are being transferred to a person that the Transferor reasonably believes is purchasing the [●] Notes for its own account, or for one or more accounts with respect to which such person exercises sole investment discretion, and such person and each such account is a "qualified institutional buyer" within the meaning of Rule 144A, in each case in a transaction meeting the requirements of Rule 144A and in accordance with any applicable securities laws of any state of the United States.

This certificate and the statements contained herein are made for the benefit of the Issuer and the Managers.

Dated:

[Insert Name of Transferor]

By: _____

Name:

Title:

(If the transferor is a corporation, partnership or fiduciary, the title of the person signing on behalf of such transferor must be stated.)

SCHEDULE 4

TERMS AND CONDITIONS OF THE MASTER ISSUER NOTES

The following are the terms and conditions (the **Conditions**, and any reference to a **Condition** shall be construed accordingly) of the Master Issuer Notes in the form (subject to amendment) which will be incorporated by reference into each Global Note and each Definitive Note, in the latter case only if permitted by the relevant stock exchange or other relevant authority (if any) and agreed by the issuing entity (referred to in these Conditions as the **Master Issuer**) and the relevant Dealer(s) at the time of issue but, if not so permitted and agreed, such Definitive Note will have endorsed thereon or attached thereto such Conditions. The applicable Final Terms (or the relevant provisions thereof) will be endorsed upon, or attached to, each Global Note and each Definitive Note.

In relation to Non-ISE Listed Notes the Issue Terms in relation to each Series and Class (or Sub-Class) of Non-ISE Listed Notes may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with these Conditions, replace or modify these Conditions for the purpose of such notes.

The Master Issuer Notes are constituted by the Trust Deed. The security for the Master Issuer Notes is created pursuant to, and on the terms set out in, the Master Issuer Deed of Charge. By the Paying Agent and Agent Bank Agreement, provision is made for, *inter alia*, the payment of principal and interest in respect of the Master Issuer Notes.

References hereinafter to the **Master Issuer Notes** shall, unless the context otherwise requires, be references to all the notes issued by the Master Issuer and constituted by the Trust Deed and shall mean:

(a) in relation to any Master Issuer Notes of a Series and Class (or Sub-Class) represented by a Global Note, units of the lowest Specified Denomination in the Specified Currency in each case of such Series and Class (or Sub-Class);

(b) any Global Note; and

(c) any Definitive Note issued.

References hereinafter to the Noteholders shall, unless the context otherwise requires, be references to all the Noteholders.

Master Issuer Notes constituted by the Trust Deed are issued in series (each a **Series**) and each Series comprises one or more Classes (or Sub-Classes) of Master Issuer Notes. Each Series of Master Issuer Notes is subject to Final Terms. The Final Terms in relation to each Series and Class (or Sub-Class) of Master Issuer Notes (or the relevant provisions thereof) will be endorsed upon, or attached to, such Master Issuer Notes and will complete these Conditions in respect of such Master Issuer Notes. References to the **relevant Final Terms** are, in relation to a Series and Class (or Sub-Class) of Master Issuer Notes, to the Final Terms (or the relevant provisions thereof) attached to or endorsed on such Master Issuer Notes.

The statements in these Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed, the Master Issuer Deed of Charge and the Paying Agent and Agent Bank Agreement.

Copies of the Trust Deed, the Master Issuer Deed of Charge, the Master Issuer Paying Agent and Agent Bank Agreement and each of the other Master Issuer Transaction Documents are available for inspection during normal business hours at the head office for the time being of (a) the Principal Paying Agent, being at the date hereof One Canada Square, London E14 5AL and (b) the

U.S. Paying Agent, being at the date hereof 101 Barclay Street, New York, NY 10286. Copies of the Final Terms of each Series of Master Issuer Notes are obtainable by Noteholders during normal business hours at the registered office of the Master Issuer and the specified office for the time being of (i) the Principal Paying Agent and (ii) the U.S. Paying Agent and any Noteholder must produce evidence satisfactory to the relevant Paying Agent as to its holding of Master Issuer Notes and identity.

The Holders of any Series and Class (or Sub-Class) of Master Issuer Notes are entitled to the benefit of, are bound by, and are deemed to have notice of all the provisions of, and definitions contained or incorporated in, the Trust Deed, the Master Issuer Deed of Charge, the Master Issuer Paying Agent and Agent Bank Agreement, each of the other Master Issuer Transaction Documents and the applicable Final Terms and to have notice of each other Final Terms relating to each other Series and Class (or Sub-Class) of Master Issuer Notes.

A glossary of definitions appears in **Condition 13.4**.

References herein to the Class A Noteholders, the Class B Noteholders, the Class M Noteholders, the Class C Noteholders and the Class Z Noteholders shall, in each case and unless specified otherwise, be references to the Holders of the Master Issuer Notes of all Series of the applicable Class and shall include the holders of any Further Master Issuer Notes issued pursuant to Condition 13.1 (*Issuance of Further Master Issuer Notes*) and the Class A Noteholders, the Class B Noteholders, the Class M Noteholders, the Class C Noteholders and the Class Z Noteholders shall be construed accordingly.

References herein to the Class A Notes, the Class B Notes, the Class M Notes, the Class C Notes and the Class Z Notes shall, in each case and unless specified otherwise, be references to the Master Issuer Notes of all Series of the applicable Class and shall include any Further Master Issuer Notes issued pursuant to Condition 13.1 (*Issuance of Further Master Issuer Notes*) forming a single series with the Class A Notes, the Class B Notes, the Class M Notes, the Class C Notes or the Class Z Notes, as the case may be.

1. Form, Denomination and Title

1.1 *Form and Denomination*

The U.S. Notes are being offered and sold to qualified institutional buyers in the United States pursuant to Rule 144A. The Reg S Notes are being offered and sold outside the United States to non-U.S. persons pursuant to Regulation S.

Each Series and Class (or Sub-Class) of Master Issuer Notes will be issued in the Specified Currency and in the Specified Denomination. Each Series and Class (or Sub-Class) of Master Issuer Notes will be initially represented either (i) by one or more Global Notes, which, in the aggregate, will represent the Principal Amount Outstanding from time to time of such Series and Class (or Sub-Class) of notes, or (ii) by one or more registered Definitive Notes, which, in aggregate, will represent the Principal Amount Outstanding from time to time of such Series and Class (or Sub-Class) of notes.

Each Reg S Global Note will be deposited with, and registered in the name of a nominee of, a common depositary (or, with respect to notes in NSS form, a common safekeeper) for Euroclear and Clearstream, Luxembourg. Each U.S. Global Note will be either (i) deposited with a custodian for, and registered in the name of Cede & Co., as nominee of DTC (or such other name as may be requested by an authorised representative of DTC) or (ii) deposited with, and registered in the name of a nominee of, a common depository (or, with respect to notes in NSS form, a common safekeeper) for Euroclear and Clearstream Luxembourg. Each Global Note will be numbered serially with an identifying number which will be recorded on the relevant Global Note and in the Register.

Each Series and Class (or Sub-Class) of Master Issuer Notes may be Fixed Rate Notes, Floating Rate Notes, Zero Coupon Notes, Money Market Notes or a combination of any of the foregoing, depending upon the Interest Basis shown in the applicable Final Terms.

Each Series and Class (or Sub-Class) of Master Issuer Notes may be Bullet Redemption Notes, Scheduled Redemption Notes, Pass-Through Notes or a combination of any of the foregoing, depending upon the Redemption/Payment Basis shown in the applicable Final Terms.

Global Notes will be exchanged for Master Issuer Notes in definitive registered form (**Definitive Notes**) only under certain limited circumstances (as described in the relevant Global Note). If Definitive Notes are issued, they will be serially numbered and issued in an aggregate principal amount equal to the Principal Amount Outstanding of the relevant Global Note and in registered form only.

The Master Issuer Notes (in either global or definitive form) will be issued in such denominations as specified in the relevant Final Terms, save that the minimum denomination of each Master Issuer Note will be such as may be allowed or required from time to time by the relevant central bank or regulatory authority (or equivalent body) or any laws or regulations applicable to the relevant currency and save that the minimum denomination of each U.S. dollar denominated Master Issuer Note will be issued in minimum denominations of $200,000 or such other amount specified in the applicable Final Terms and in integral multiples of $1,000 in excess thereof (or its equivalent in any other currency as at the date of issue of such Master Issuer Notes), each euro denominated Master Issuer Note will be issued in minimum denominations of €100,000 or such other amount specified in the applicable Final Terms and in integral multiples of €1,000 in excess thereof (or its equivalent in any other currency as at the date of issue of such Master Issuer Notes) and each sterling denominated Master Issuer Note will be issued in minimum denominations of £100,000 or such other amount specified in the applicable Final Terms and in integral multiples of £1,000 in excess thereof (or its equivalent in any other currency as at the date of issue of such notes).

In the case of a Series and Class (or Sub-Class) of Master Issuer Notes with more than one Specified Denomination, Master Issuer Notes of one Specified Denomination may not be exchanged for Master Issuer Notes of such Series and Class (or Sub-Class) of another Specified Denomination.

1.2 *Register*

The Registrar will maintain the Register in respect of the Master Issuer Notes in accordance with the provisions of the Paying Agent and Agent Bank Agreement. In these Conditions, the **Holder** of an Master Issuer Note means the person in whose name such Master Issuer Note is for the time being registered in the Register (or, in the case of a joint holding, the first named thereof). An Master Issuer Note will be issued to each Noteholder in respect of its registered holding. Each Master Issuer Note will be numbered serially with an identifying number which will be recorded in the Register.

1.3 *Title*

The Holder of each Master Issuer Note shall (to the fullest extent permitted by applicable law) be treated by the Master Issuer, the Note Trustee, the Master Issuer Security Trustee, the Agent Bank and any Agent as the absolute owner of such note for all purposes (including the making of any payments) regardless of any notice of ownership, theft or loss or any trust or other interest therein or of any writing thereon (other than the endorsed form of transfer).

1.4 *Transfers*

(a) Title to the Master Issuer Notes shall pass by and upon registration in the Register. Subject as provided otherwise in this **Condition 1.4**, an Master Issuer Note may be transferred upon surrender of the relevant note certificate, with the endorsed form of transfer duly completed, at the Specified Office of the Registrar or the Transfer Agent, together with such evidence as the Registrar or (as the case may be) such Transfer Agent may reasonably require to prove the title of the transferor and the authority of the individuals who have executed the form of transfer; provided, however, that an Master Issuer Note may only be transferred in the minimum denominations specified in the relevant Final Terms. Where not all the Master Issuer Notes represented by the surrendered note certificate are the subject of the transfer, a new note certificate in respect of the balance of the Master Issuer Notes will be issued to the transferor.

Within five Business Days of such surrender of a note certificate, the Registrar will register the transfer in question and deliver a new note certificate of a like principal amount to the Master Issuer Notes transferred to each relevant Holder at its Specified Office or (as the case may be) the Specified Office of the Transfer Agent or (at the request and risk of any such relevant Holder) by uninsured first class mail (and by airmail if the Holder is overseas) to the address specified for such purpose by such relevant Holder.

The transfer of an Master Issuer Note will be effected without charge by or on behalf of the Master Issuer, the Registrar or any Transfer Agent, but against such indemnity as the Registrar or (as the case may be) any Transfer Agent may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such transfer.

Noteholders may not require transfers of Master Issuer Notes to be registered during the period of 15 days ending on the due date for any payment of principal or interest in respect of the Master Issuer Notes.

All transfers of Master Issuer Notes and entries on the Register are subject to the detailed regulations concerning the transfer of Master Issuer Notes scheduled to the Master Issuer Paying Agent and Agent Bank Agreement. The regulations may be changed by the Master Issuer with the prior written approval of the Note Trustee and the Registrar. A copy of the current regulations will be mailed (free of charge) by the Registrar to any Noteholder who requests in writing a copy of such regulations.

(b) The Master Issuer Notes are not issuable in bearer form. Prior to the expiry of the applicable Distribution Compliance Period, transfers by the holder of, or of a beneficial interest in, a Reg S Note to a transferee in the United States or who is a U.S. person will only be made to certain persons in offshore transactions outside the U.S. in reliance on Regulation S, or otherwise pursuant to an effective registration statement in accordance with the Securities Act or an exemption from the registration requirements thereunder and in accordance with any applicable securities laws of any state of the United States or any other jurisdiction.

2. Status, Priority and Security

2.1 *Status*

The Master Issuer Notes of each Series and Class (or Sub-Class) are direct, secured and unconditional obligations of the Master Issuer and are all secured by the same Master Issuer Security (created by the Master Issuer Deed of Charge).

Subject to the provisions of **Conditions 5** and **6** and subject to the other payment conditions set out in the applicable Final Terms and the other Master Issuer Transaction Documents:

(a) the Class A Notes of each Series will rank *pari passu* without any preference or priority among themselves and with the Class A Notes of each other Series but in priority to the Class B Notes, the Class M Notes, the Class C Notes and the Class Z Notes of any Series;

(b) the Class B Notes of each Series will rank *pari passu* without any preference or priority among themselves and with the Class B Notes of each other Series but in priority to the Class M Notes, the Class C Notes and the Class Z Notes of any Series;

(c) the Class M Notes of each Series will rank *pari passu* without any preference or priority among themselves and with the Class M Notes of each other Series but in priority to the Class C Notes and the Class Z Notes of any Series;

(d) the Class C Notes of each Series will rank *pari passu* without any preference or priority among themselves and with the Class C Notes of each other Series but in priority to the Class Z Notes of any Series; and

(e) the Class Z Notes of each Series will rank *pari passu* without any preference or priority among themselves and with the Class Z Notes of each other Series.

3. **Conflict between the classes of Master Issuer Notes**

The Trust Deed contains provisions requiring the Note Trustee to have regard to the interests of the Class A Noteholders, the Class B Noteholders, the Class M Noteholders, the Class C Noteholders and the Class Z Noteholders equally as regards all powers, trusts, authorities, duties and discretions of the Note Trustee under these Conditions or any of the Master Issuer Transaction Documents (except where expressly provided otherwise), but requiring the Note Trustee to have regard (except where expressly provided otherwise):

(a) for so long as there are any Class A Notes outstanding, only to the interests of the Class A Noteholders if, in the opinion of the Note Trustee, there is or may be a conflict between the interests of the Class A Noteholders and the interests of the Class B Noteholders and/or the interests of the Class M Noteholders and/or the interests of the Class C Noteholders and/or the interests of the Class Z Noteholders;

(b) subject to (a) above and for so long as there are any Class B Notes outstanding, only to the interests of the Class B Noteholders if, in the opinion of the Note Trustee there is or may be a conflict between the interests of the Class B Noteholders and the interest of the Class M Noteholders and/or the interests of the Class C Noteholders and/or the interests of the Class Z Noteholders;

(c) subject to (a) and (b) above and for so long as there are any Class M Notes outstanding, only to the interests of the Class M Noteholders if, in the opinion of the Note Trustee, there is or may be a conflict between the interests of the Class M Noteholders and the interests of the Class C Noteholders and/or the interests of the Class Z Noteholders; and

(d) subject to (a), (b) and (c) above and for so long as there are any Class C Notes outstanding, only to the interests of the Class C Noteholders if, in the opinion of the Note Trustee, there is or may be a conflict between the interests of the Class C Noteholders and the Class Z Noteholders.

The Trust Deed also contains provisions:

(i) limiting the powers of the Class B Noteholders, the Class M Noteholders, the Class C Noteholders and the Class Z Noteholders in each case, of any Series, *inter alia*, to request or direct the Note Trustee to take any action or to pass an effective Extraordinary Resolution according to the effect thereof on the interests of the Class A Noteholders of that Series or of any other Series. Except in certain circumstances described in Condition 12, the Trust Deed contains no such limitation on the powers of the Class A Noteholders, the exercise of which will be binding on the Class B Noteholders, the Class M Noteholders, the Class C Noteholders and the Class Z Noteholders in each case, of any Series, irrespective of the effect thereof on their respective interests;

(ii) limiting the powers of the Class M Noteholders, the Class C Noteholders and the Class Z Noteholders in each case, of any Series, *inter alia*, to request or direct the Note Trustee to take any action or to pass an effective Extraordinary Resolution according to the effect thereof on the interests of the Class B Noteholders of that Series or of any other Series. Except in certain circumstances described above and in Condition 12, the Trust Deed contains no such limitation on the powers of the Class B Noteholders, the exercise of which will be binding on the Class M Noteholders, the Class C Noteholders and the Class Z Noteholders, in each case, of any Series, irrespective of the effect thereof on their respective interests;

(iii) limiting the powers of the Class C Noteholders and the Class Z Noteholders in each case, of any Series, *inter alia*, to request or direct the Note Trustee to take any action

or to pass an effective Extraordinary Resolution according to the effect thereof on the interests of the Class M Noteholders of that Series or of any other Series. Except in certain circumstances described above and in Condition 12, the Trust Deed contains no such limitation on the powers of the Class M Noteholders, the exercise of which will be binding on the Class C Noteholders and the Class Z Noteholders in each case, of any Series, irrespective of the effect thereof on their interests; and

(iv) limiting the powers of the Class Z Noteholders of any Series, *inter alia*, to request or direct the Note Trustee to take any action or to pass an effective Extraordinary Resolution according to the effect thereof on the interests of the Class C Noteholders of that Series or of any other Series. Except in certain circumstances described above and in Condition 12, the Trust Deed contains no such limitation on the powers of the Class C Noteholders, the exercise of which will be binding on the Class Z Noteholders of any Series, irrespective of the effect thereof on their respective interests.

Notwithstanding that none of the Note Trustee, the Master Issuer Security Trustee and the Noteholders may have any right of recourse against the Rating Agencies in respect of any confirmation given by them and relied upon by the Note Trustee or the Master Issuer Security Trustee pursuant to this Condition 3, the Note Trustee and the Master Issuer Security Trustee shall each be entitled to assume, for the purpose of exercising any right, power, trust, authority, duty or discretion under or in relation to these Conditions or any of the Master Issuer Transaction Documents, that such exercise will not be materially prejudicial to the interests of the Noteholders (or any series and/or class thereof) if the Rating Agencies have confirmed that the then current ratings of the applicable series and/or class or classes of Master Issuer Notes would not be adversely affected by such exercise. It is agreed and acknowledged that, notwithstanding the foregoing, a credit rating is an assessment of credit and does not address other matters that may be of relevance to the Noteholders. In being entitled to rely on the fact that the Rating Agencies have confirmed that the then current rating of the relevant series and/or class or classes of Master Issuer Notes would not be adversely affected, it is expressly agreed and acknowledged by the Note Trustee and the Master Issuer Security Trustee and specifically notified to the Noteholders (and to which they are bound by the Conditions) that the above does not impose or extend any actual or contingent liability for the Rating Agencies to the Note Trustee or the Master Issuer Security Trustee, the Noteholders or any other person or create any legal relations between the Rating Agencies and the Note Trustee, the Master Issuer Security Trustee, the Noteholders or any other person whether by way of contract or otherwise.

As security for, *inter alia*, the payment of all monies payable in respect of the Master Issuer Notes, the Master Issuer has entered into the Master Issuer Deed of Charge creating, *inter alia*, the Master Issuer Security in favour of the Master Issuer Security Trustee for itself and on trust for the Noteholders and the other persons expressed to be secured parties under the Master Issuer Deed of Charge (the **Master Issuer Secured Creditors**).

4. **Covenants**

Save with the prior written consent of the Note Trustee or as provided in or contemplated under these Conditions or any of the Master Issuer Transaction Documents to which the Master Issuer is a party, the Master Issuer shall not, so long as any Master Issuer Note remains outstanding:

4.1 *Negative Pledge*

create or permit to subsist any mortgage, standard security, pledge, lien, charge or other security interest whatsoever (unless arising by operation of law) upon the whole or any part of its assets (including any uncalled capital) or its undertakings, present or future, except where the same is given in connection with the issue of a Series;

4.2 *Disposal of Assets*

sell, assign, transfer, lend, lease or otherwise dispose of, or deal with, or grant any option or present or future right to acquire all or any of its properties, assets or undertakings or any interest, estate, right, title or benefit therein or thereto or agree or attempt or purport to do any of the foregoing;

4.3 *Equitable and Beneficial Interest*

permit any person other than itself and the Master Issuer Security Trustee (as to itself and on behalf of the Master Issuer Secured Creditors) to have any equitable or beneficial interest in any of its assets or undertakings or any interest, estate, right, title or benefit therein;

4.4 *Bank Accounts*

have an interest in any bank account, other than the bank accounts maintained pursuant to the Master Issuer Bank Account Agreement, the Master Issuer Cash Management Agreement or any other Master Issuer Transaction Document, except in connection with the issue of a Series where such bank account is immediately charged in favour of the Master Issuer Security Trustee pursuant to the Master Issuer Deed of Charge;

4.5 *Restrictions on Activities*

carry on any business other than as described in the Base Prospectus (as revised, supplemented and/or amended from time to time) relating to the issue of the Master Issuer Notes and the related activities described therein;

4.6 *Borrowings*

incur any indebtedness in respect of borrowed money whatsoever or give any guarantee or indemnity in respect of any indebtedness, except where the same is incurred or given or the Master Issuer becomes so obligated in connection with the issue of a Series;

4.7 *Merger*

consolidate or merge with any other person or convey or transfer substantially all of its properties or assets to any other person;

4.8 *Waiver or Consent*

permit the validity or effectiveness of any of the Trust Deed or the Master Issuer Deed of Charge or the priority of the security interests created thereby to be amended, terminated, postponed, waived or discharged, or permit any other person whose obligations form part of the Master Issuer Security to be released from such obligations;

4.9 *Employees or Premises*

have any employees or premises or subsidiaries;

4.10 *Dividends and Distributions*

pay any dividend or make any other distribution to its shareholders or issue any further shares;

4.11 *Purchase Master Issuer Notes*

purchase or otherwise acquire any Master Issuer Notes; or

4.12 *United States activities*

engage in any activities in the United States (directly or through agents), or derive any income from United States sources as determined under United States income tax principles, or hold any property if doing so would cause it to be engaged in a trade or business within the United States as determined under United States income tax principles.

5. **Interest**

5.1 *Interest on Fixed Rate Notes*

Each Fixed Rate Note bears interest on its Principal Amount Outstanding from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest payable, subject as provided in these Conditions, in arrear on the Interest Payment Date(s) in each year specified for such note up to (and including) the Final Maturity Date.

Except as provided in the applicable Final Terms, the amount of interest payable in respect of any Fixed Rate Note on each Interest Payment Date for a Fixed Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified for such note in the applicable Final Terms, amount to the Broken Amount so specified.

As used in these Conditions, **Fixed Interest Period** means the period from and including an Interest Payment Date (or the Interest Commencement Date) to but excluding the next (or the first) Interest Payment Date.

If interest is required to be calculated in respect of any Fixed Rate Note for a period other than a Fixed Interest Period, such interest shall be calculated by applying the Rate of Interest specified for such note in the applicable Final Terms to the Principal Amount Outstanding on such note, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

Day Count Fraction means, in respect of the calculation of an amount of interest for any Fixed Rate Note in accordance with this **Condition 5.1**:

(a) if "Actual/Actual (ICMA)" is specified for such note in the applicable Final Terms:

(i) in the case of Master Issuer Notes where the number of days in the relevant period from (and including) the most recent Interest Payment Date for such notes (or, if none, the Interest Commencement Date) to (but excluding) the relevant Interest Payment Date (the **Accrual Period**) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (A) the number of days in such Determination Period and (B) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or

(ii) in the case of Master Issuer Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:

(A) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and

(B) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (I) the number of days in such Determination Period and (II) the number of Determination Dates that would occur in one calendar year; and

(b) if "30/360" is specified for such note in the applicable Final Terms, the number of days in the period from (and including) the most recent Interest Payment Date for such note (or, if none, the Interest Commencement Date) to (but excluding) the relevant Interest Payment Date (such number of days being calculated on the basis of a year of 360 days with twelve 30-day months) divided by 360.

As used in these Conditions, **Determination Period** means each period from and including a Determination Date (as defined in the applicable Final Terms) to but excluding the next Determination Date (including where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date).

5.2 *Interest on Floating Rate Notes*

(a) *Interest payment dates*

Each Floating Rate Note bears interest on its Principal Amount Outstanding from (and including) the Interest Commencement Date and such interest will be payable in arrear on the Interest Payment Date(s) in each year specified for such note. Such interest will be payable in respect of each Floating Interest Period.

As used in these Conditions, **Floating Interest Period** means the period from and including an Interest Payment Date (or the Interest Commencement Date) to but excluding the next (or the first) Interest Payment Date.

If a Business Day Convention is specified for a Floating Rate Note in the applicable Final Terms and (x) if there is no numerically corresponding day in the calendar month in which a Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

(i) the "Following Business Day Convention", the Interest Payment Date for such note shall be postponed to the next day which is a Business Day; or

(ii) the "Modified Following Business Day Convention", the Interest Payment Date for such note shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or

(iii) the "Preceding Business Day Convention", the Interest Payment Date for such note shall be brought forward to the immediately preceding Business Day.

In these Conditions, **Business Day** means a day which is both:

(i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London and any Additional Business Centre specified in the applicable Final Terms; and

(ii) either (1) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than London and any Additional Business Centre) or (2) in relation to any sum payable in euro, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET) System (the **TARGET System**) is open.

(b) *Rate of interest*

The Rate of Interest payable from time to time in respect of a Floating Rate Note will be determined in the manner specified for such note in the applicable Final Terms.

(i) ISDA Determination for Floating Rate Notes

Where "ISDA Determination" is specified for such note in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest

for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated for such note in the applicable Final Terms) the Margin (if any). For the purposes of this subparagraph (i), **ISDA Rate** for an Interest Period means a rate equal to the Floating Rate that would be determined by the Agent Bank or other person specified in the applicable Final Terms under an interest rate swap transaction if the Agent Bank or that other person were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

(A) the Floating Rate Option is as specified for such note in the applicable Final Terms;

(B) the Designated Maturity is the period specified for such note in the applicable Final Terms; and

(C) the relevant Reset Date is either (i) if the applicable Floating Rate Option is based on LIBOR, USD-LIBOR, EURIBOR, AUD-BBR-BBSW, JPY-LIBOR or CDOR for a currency, the first day of that Interest Period, or (ii) in any other case, as specified for such note in the applicable Final Terms.

For the purposes of this subparagraph (i), **Floating Rate, Calculation Agent, Floating Rate Option, Designated Maturity** and **Reset Date** have the meanings given to those terms in the ISDA Definitions.

(ii) Screen rate determination for Floating Rate Notes

Where **Screen Rate Determination** is specified for a Floating Rate Note in the applicable Final Terms as the manner in which the Rate of Interest is to be determined for such note, the Rate of Interest for each Interest Period will, subject as provided below, be either:

(A) the offered quotation (if there is only one quotation on the Relevant Screen Page); or

(B) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at 11.00 a.m. London time (in the case of LIBOR, USD-LIBOR or JPY-LIBOR), 10.15 a.m. Toronto time (in the case of CDOR), 11.00 a.m. Brussels time (in the case of EURIBOR) or 10:10 a.m. Sydney time (in the case of AUD-BBR-BBSW) (the **Specified Time**) on the Determination Date in question plus or minus the Margin (if any), all as determined by the Agent Bank. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Agent Bank for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

If the Relevant Screen Page is not available or if, in the case of clause (ii)(A), no offered quotation appears or, in the case of clause (ii)(B), fewer than three offered quotations appear, in each case as at the Specified Time, the Agent Bank shall request each of the Reference Banks to provide the Agent Bank with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Specified Time on the Interest Determination Date in question. If two or more of the Reference Banks provide the Agent Bank with offered quotations, the Rate of Interest for the Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of the offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Agent Bank.

If on any Interest Determination Date one only or none of the Reference Banks provides the Agent Bank with an offered quotation as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Agent Bank determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Agent Bank by the Reference Banks or any two or more of them, at which such banks were offered, at approximately the Specified Time on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the London inter-bank market (if the Reference Rate is LIBOR, USD-LIBOR or JPY-LIBOR) or the Euro-zone inter-bank market (if the Reference Rate is EURIBOR) or the Canadian inter-bank market (if the Reference Rate is CDOR) plus or minus (as appropriate) the Margin (if any) or, if fewer than two of the Reference Banks provide the Agent Bank with offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, at approximately the Specified Time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Master Issuer suitable for the purpose) informs the Agent Bank it is quoting to leading banks in the London inter-bank market (if the Reference Rate is LIBOR, USD-LIBOR or JPY-LIBOR) or the Euro-zone inter-bank market (if the Reference Rate is EURIBOR) or the Canadian inter-bank market (if the Reference Rate is CDOR) plus or minus (as appropriate) the Margin (if any), provided that, if the Rate of Interest.

(c) *Minimum rate of interest and/or maximum rate of interest*

If the applicable Final Terms specifies a Minimum Rate of Interest for a Floating Rate Note for any Interest Period, then, in the event that the Rate of Interest for such note in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is less than such Minimum Rate of Interest, the Rate of Interest for such note for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Final Terms specifies a Maximum Rate of Interest for such note for any Interest Period, then, in the event that the Rate of Interest for such note in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is greater than such Maximum Rate of Interest, the Rate of Interest for such note for such Interest Period shall be such Maximum Rate of Interest.

(d) *Determination of rate of interest and calculation of interest amounts*

The Agent Bank will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period.

The Agent Bank will calculate the amount of interest payable on the Floating Rate Notes in respect of each Specified Denomination (each an **Interest Amount**) for the relevant Interest Period. Each Interest Amount shall be calculated by applying the Rate of Interest to the Principal Amount Outstanding of each Master Issuer Note, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

Day Count Fraction means, in respect of the calculation of an amount of interest for a Floating Rate Note in accordance with this **Condition 5.2(d)** for any Interest Period:

(i) if **Actual/365** or **Actual/Actual (ISDA)** is specified for such note in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Interest Period falling in a leap year divided by

366 and (B) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);

(ii) if **Actual/365 (Fixed)** is specified for such for such note in the applicable Final Terms, the actual number of days in the Interest Period divided by 365;

(iii) if **Actual/365 (Sterling)** is specified for such note in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of a Interest Payment Date falling in a leap year, 366;

(iv) if **Actual/360** is specified for such note in the applicable Final Terms, the actual number of days in the Interest Period divided by 360;

(v) if **30/360**, **360/360** or **Bond Basis** is specified for such note in the applicable Final Terms, the number of days in the Interest Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with twelve 30-day months (unless (a) the last day of the Interest Period is the 31st day of a month but the first day of the Interest Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (b) the last day of the Interest Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month)); and

(vi) if **30E/360** or **Eurobond Basis** is specified for such note in the applicable Final Terms, the number of days in the Interest Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with twelve 30-day months, without regard to the date of the first day or last day of the Interest Period unless, in the case of the final Interest Period, the Final Maturity Date is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month).

(e) *Notification of rate of interest and interest amounts*

The Agent Bank will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Note Trustee, the Master Issuer Security Trustee, the Master Issuer Cash Manager, the Paying Agents, the Registrar and to any stock exchange or other relevant competent authority or quotation system on which the relevant Floating Rate Notes are for the time being listed, quoted and/or traded or by which they have been admitted to listing and to be published in accordance with **Condition 12.10** as soon as possible after their determination but in no event later than the fourth Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. Any such amendment or alternative arrangements will be promptly notified to the Note Trustee and each stock exchange or other relevant authority on which the relevant Floating Rate Notes are for the time being listed or by which they have been admitted to listing and to the Noteholders in accordance with **Condition 12.10**.

(f) *Determination or calculation by Note Trustee*

If for any reason at any relevant time, the Agent Bank or, as the case may be, the Calculation Agent defaults in its obligation to determine the Rate of Interest for a Floating Rate Note or the Agent Bank defaults in its obligation to calculate any Interest Amount for such note in accordance with **subparagraph (b)(i)** or **(ii)** above or as otherwise specified for such note in the applicable Final Terms, as the case may be, and in each case in accordance with **Condition 5.2(d) above**, the Note Trustee shall determine the Rate of Interest at such rate as, in its absolute discretion (having such regard as it shall think fit to the foregoing provisions of this Condition, but subject always to any Minimum Rate of Interest or Maximum Rate of Interest specified for such note in the applicable Final Terms), it shall deem fair and reasonable in all the circumstances or, as the case may be, the Note Trustee shall calculate the Interest Amount(s) in such manner as it shall deem fair and reasonable in

all the circumstances and each such determination or calculation shall be deemed to have been made by the Agent Bank or the Calculation Agent, as the case may be.

(g) *Certificates to be final*

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this **Condition 5.2**, whether by the Agent Bank or the Calculation Agent or the Note Trustee shall (in the absence of wilful default, bad faith or manifest error) be binding on the Master Issuer, the Master Issuer Cash Manager, the Principal Paying Agent, the Calculation Agent, the other Paying Agents, the Note Trustee and all Noteholders and (in the absence of wilful default or bad faith) no liability to the Master Issuer or the Noteholders shall attach to the Agent Bank or the Calculation Agent or the Note Trustee in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

5.3 *Accrual of interest*

Interest (if any) will cease to accrue on each Master Issuer Note (or in the case of the redemption of part only of an Master Issuer Note, that part only of such note) on the due date for redemption thereof unless, upon due presentation thereof, payment of principal is improperly withheld or refused in which event, interest will continue to accrue until the earlier of:

(a) the date on which all amounts due in respect of such note have been paid; and

(b) the seventh day after notice is duly given by the Principal Paying Agent or the U.S. Paying Agent (as the case may be) to the Holder thereof that such payment will be made, provided that subsequently, payment is in fact made.

5.4 *Deferred interest*

To the extent that, subject to and in accordance with the relevant Master Issuer Priority of Payments, the funds available to the Master Issuer to pay interest on any Series and Class (or Sub-Class) of Master Issuer Notes (other than the most senior Class (or Sub-Class) of Master Issuer Notes of any Series then outstanding) on an Interest Payment Date (after discharging the Master Issuer's liabilities of a higher priority) are insufficient to pay the full amount of such interest, payment of the shortfall attributable to such Series and Class (or Sub-Class) of Master Issuer Notes (**Deferred Interest**) will not then fall due but will instead be deferred until the first Interest Payment Date for such notes thereafter on which sufficient funds are available (after allowing for the Master Issuer's liabilities of a higher priority and subject to and in accordance with the relevant Master Issuer Priority of Payments) to fund the payment of such Deferred Interest to the extent of such available funds.

Such Deferred Interest will accrue interest (**Additional Interest**) at the rate of interest applicable from time to time to the applicable Series and Class (or Sub-Class) of Master Issuer Notes and payment of any Additional Interest will also be deferred until the first Interest Payment Date for such notes thereafter on which funds are available (after allowing for the Master Issuer's liabilities of a higher priority subject to and in accordance with the relevant Master Issuer Priority of Payments) to the Master Issuer to pay such Additional Interest to the extent of such available funds.

Amounts of Deferred Interest and Additional Interest shall not be deferred beyond the Final Maturity Date of the applicable Series and Class (or Sub-Class) of Master Issuer Notes, when such amounts will become due and payable.

Payments of interest due on an Interest Payment Date in respect of the most senior Class of Master Issuer Notes of any Series then outstanding will not be deferred. In the event of the delivery of a Note Enforcement Notice (as described in **Condition 10**), the amount of interest in respect of such Master Issuer Notes that was due but not paid on such Interest Payment Date will itself bear interest at the applicable rate until both the unpaid interest and the interest on that interest are paid as provided in the Trust Deed.

6. **Redemption, Purchase and Cancellation**

6.1 *Final Redemption*

Unless previously redeemed in full as provided in this **Condition 6**, the Master Issuer shall redeem a Series and Class (or Sub-Class) of Master Issuer Notes at their then Principal Amount Outstanding together with all accrued interest on the Final Maturity Date in respect of such Series and Class (or Sub-Class) of Master Issuer Notes.

The Master Issuer may not redeem such notes in whole or in part prior to their Final Maturity Date except as provided in **Conditions 6.2, 6.4** or **6.5**, but without prejudice to **Condition 10.**

6.2 *Mandatory Redemption*

On each Interest Payment Date, other than an Interest Payment Date on which a Series and Class (or Sub-Class) of Master Issuer Notes are to be redeemed under **Condition 6.1 above**, and **Conditions 6.4** and **6.5 below** and the Master Issuer shall repay principal in respect of such notes in an amount equal to the amount (if any) repaid on such Interest Payment Date in respect of the related Term Advance, and pursuant to, the Master Intercompany Loan Agreement converted, where the Specified Currency for such notes is not sterling, into the Specified Currency at the Specified Currency Exchange Rate for such notes.

To the extent that there are insufficient funds available to the Master Issuer to repay the amount due to be paid on such Interest Payment Date the Master Issuer will be required to repay the shortfall, to the extent that it receives funds therefor (and subject to the terms of the Master Issuer Deed of Charge and the Master Issuer Cash Management Agreement) on subsequent Interest Payment Dates in respect of such notes.

6.3 *Note Principal Payments, Principal Amount Outstanding and Pool Factor*

The principal amount redeemable (the **Note Principal Payment**) in respect of each Master Issuer Note of a particular Series and Class (or Sub-Class) on any Interest Payment Date under **Condition 6.2** shall be a proportion of the amount required as at that Interest Payment Date to be applied in redemption of such Series and Class (or Sub-Class) of Master Issuer Notes on such date equal to the proportion that the Principal Amount Outstanding of the relevant Master Issuer Note bears to the aggregate Principal Amount Outstanding of such Series and Class (or Sub-Class) of Master Issuer Notes rounded down to the nearest sub-unit of the Specified Currency; provided always that no such Note Principal Payment may exceed the Principal Amount Outstanding of the relevant Master Issuer Note.

On each Note Determination Date the Master Issuer shall determine (or cause the Agent Bank to determine) (a) the amount of any Note Principal Payment payable in respect of each Master Issuer Note of the relevant Series and Class (or Sub-Class) on the immediately following Interest Payment Date and (b) the Principal Amount Outstanding of each such note which shall be the Specified Denomination less (in each case) the aggregate amount of all Note Principal Payments in respect of such note that has been paid since the relevant Closing Date and on or prior to that Note Determination Date (the **Principal Amount Outstanding**) and (c) the fraction expressed as a decimal to the fifth decimal point (the **Pool Factor**), of which the numerator is the Principal Amount Outstanding of such note (as referred to in (b) above) and the denominator is the Specified Denomination. Each determination by or on behalf of the Master Issuer of Note Principal Payment of an Master Issuer Note, the Principal Amount Outstanding of an Master Issuer Note and the Pool Factor shall in each case (in the absence of wilful default, bad faith or manifest error) be final and binding on all persons.

The Master Issuer will cause each determination of the Note Principal Payment and the Principal Amount Outstanding and the Pool Factor in respect of a Series and Class (or Sub-Class) of Master Issuer Notes to be notified forthwith, and in any event not later than 1.00 p.m. (London time) on the Business Day immediately succeeding the Note Determination Date, to the Note Trustee, the Master Issuer Security Trustee, the Paying Agents, the Agent Bank, the Registrar and (for so long as such notes are listed on one or more stock exchanges) the relevant stock exchanges, and will cause

notice of each determination of the Note Principal Payment and the Principal Amount Outstanding to be given to Noteholders in accordance with **Condition 12.10** by no later than the Business Day after the relevant Interest Payment Date.

If the Master Issuer does not at any time for any reason determine (or cause the Agent Bank to determine) a Note Principal Payment, the Principal Amount Outstanding or the Pool Factor in accordance with the preceding provisions of this **Condition 6.3**, such Note Principal Payment and/or Principal Amount Outstanding and/or Pool Factor may be determined by the Note Trustee in accordance with this **Condition 6.3** in the manner the Note Trustee in its discretion considers fair and reasonable in the circumstances, having regard to this **Condition 6.3**, and each such determination or calculation shall be deemed to have been made by the Master Issuer. Any such determination shall (in the absence of wilful default, bad faith or manifest error) be binding on the Master Issuer, the Agent Bank and the Noteholders.

6.4 *Optional Redemption in Full*

Provided a Note Enforcement Notice has not been served and subject to the provisos below, upon giving not more than 60 nor less than 30 days' prior notice to the Note Trustee, the Noteholders and the relevant Master Issuer Swap Provider(s) in accordance with **Condition 12.10**, the Master Issuer may redeem a Series and Class (or Sub-Class) of Master Issuer Notes at their aggregate Redemption Amount together with any accrued and unpaid interest in respect thereof on the following dates:

(a) the date specified as the Step-Up Date for such notes in the applicable Final Terms and on any Interest Payment Date for such notes thereafter; or

(b) on any Interest Payment Date on which the aggregate Principal Amount Outstanding of such notes and all other Classes of Master Issuer Notes of the same Series is less than 10 per cent. of the aggregate Principal Amount Outstanding of such Series of Master Issuer Notes as at the Closing Date on which such Series of Master Issuer Notes were issued,

(c) the date specified as the Optional Redemption Date for such notes in the applicable Final Terms and on each Interest Payment Date for such notes thereafter,

PROVIDED THAT (in either of the cases above), on or prior to giving any such notice, the Master Issuer shall have provided to the Note Trustee a certificate signed by two directors of the Master Issuer to the effect that (i) it will have the funds, not subject to any interest of any other person, required to redeem such notes as aforesaid and any amounts required to be paid in priority to or *pari passu* with such notes outstanding in accordance with the terms and conditions of the Master Issuer Deed of Charge and the Master Issuer Cash Management Agreement and (ii) the Repayment Tests will be satisfied following the making of such redemptions and the Note Trustee shall be entitled to accept such certificate as sufficient evidence thereof in which event it shall be conclusive and binding on the Noteholders and all other persons.

6.5 *Optional Redemption for Tax and other Reasons*

Provided a Note Enforcement Notice has not been served, if the Master Issuer at any time satisfies the Note Trustee immediately prior to the giving of the notice referred to below that on the next Interest Payment Date either:

(a) the Master Issuer would by virtue of a change in the law or regulations of the United Kingdom or any other jurisdiction (or the application or interpretation thereof) be required to deduct or withhold from any payment of principal or interest or any other amount under a Series and Class (or Sub-Class) of Master Issuer Notes any amount for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature (other than where the relevant Holder or beneficial owner has some connection with the relevant jurisdiction other than the holding of the Master Issuer Notes); or

(b) Funding would be required to deduct or withhold from amounts due in respect of the Term Advance under the Master Intercompany Loan Agreement which was funded by such notes any amount for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature; and

(c) in relation to either the events described in (a) and (b) above, such obligation of the Master Issuer or Funding (as the case may be) cannot be avoided by the Master Issuer or Funding (as the case may be) taking reasonable measures available to the Master Issuer or Funding (as the case may be),

then the Master Issuer shall use its reasonable endeavours to arrange the substitution of a company incorporated in another jurisdiction approved by the Note Trustee as principal debtor under such notes and/or as lender of such Term Advance as the case may be, upon the Note Trustee being satisfied that (1) such substitution will not be materially prejudicial to the interests of the Noteholders of any Series and Class, and (2) upon the Master Issuer Security Trustee being satisfied that (A) the position of the Master Issuer Secured Creditors will not thereby be adversely affected, and (B) such substitution would not require registration of any new security under United States securities laws or materially increase the disclosure requirements under United States law or the costs of issuance. Only if the Master Issuer is unable to arrange a substitution will the Master Issuer be entitled to redeem the Master Issuer Notes as described in this **Condition 6.5.**

Subject to the proviso below, if the Master Issuer is unable to arrange a substitution as described above and, as a result, one or more of the events described in (a) and (b) above (as the case may be) is continuing, then the Master Issuer may, having given not more than 60 nor less than 30 days' notice to the Note Trustee, the Noteholders and the relevant Master Issuer Swap Provider(s) in accordance with **Condition 12.10**, redeem all (but not some only) of such notes on the immediately succeeding Interest Payment Date for such notes at their aggregate Redemption Amount together with any accrued and unpaid interest in respect thereof provided that (in either case), prior to giving any such notice, the Master Issuer shall have provided to the Note Trustee:

(i) a certificate signed by two directors of the Master Issuer stating the circumstances referred to in (a) or (b) and (c) above prevail and setting out details of such circumstances; and

(ii) an opinion in form and substance satisfactory to the Note Trustee of independent legal advisors of recognised standing to the effect that the Master Issuer and/or Funding has or will become obliged to deduct or withhold such amounts as a result of such change or amendment.

The Note Trustee shall be entitled to accept such certificate and opinion as sufficient evidence of the satisfaction of the circumstance set out in (a) or (b) and (c) above, in which event they shall be conclusive and binding on the Noteholders. The Master Issuer may only redeem such notes as aforesaid, if on or prior to giving such notice, the Master Issuer shall have provided to the Note Trustee a certificate signed by two directors of the Master Issuer to the effect that it will have the funds, not subject to any interest of any other person, required to redeem such notes as aforesaid and any amounts required to be paid in priority to or *pari passu* with such notes outstanding in accordance with the terms and conditions of the Master Issuer Deed of Charge and the Master Issuer Cash Management Agreement and the Note Trustee shall be entitled to accept such certificate as sufficient evidence thereof in which event it shall be conclusive and binding on the Noteholders and all other persons.

In addition to the foregoing, if, at any time, the Master Issuer delivers a certificate to Funding, the Note Trustee and the Master Issuer Security Trustee to the effect that it would be unlawful for the Master Issuer to make, fund or allow to remain outstanding a Term Advance made by it under the Master Intercompany Loan Agreement and stating that the Master Issuer may require Funding to prepay the relevant Term Advance on an Interest Payment Date subject to and in accordance with the provisions of the Master Intercompany Loan Agreement to the extent necessary to cure such illegality and the Master Issuer may redeem all (but not some only) of the relevant Master Issuer Notes at their Redemption Amount together with any accrued interest upon giving not more than 60 days' nor less than 30 days' (or such shorter period as may be required under any relevant law) prior written notice

to the Master Issuer Security Trustee, the Note Trustee, the relevant Master Issuer Swap Provider(s) and the Noteholders in accordance with **Condition 12.10** provided that, prior to giving any such notice, the Master Issuer shall have provided to the Note Trustee a certificate signed by two directors of the Master Issuer to the effect that it will have the funds, not subject to the interest of any other person, required to redeem the Master Issuer Notes as provided above and any amount to be paid in priority to or *pari passu* with the Master Issuer Notes and the Note Trustee shall be entitled to accept such certificate as sufficient evidence thereof in which event it shall be conclusive and binding on the Noteholders and all other persons. Such monies received by the Master Issuer shall be used to redeem the relevant Master Issuer Notes in full, together with any accrued and unpaid interest on the equivalent Interest Payment Date.

6.6 *Redemption Amounts*

For the purposes of this **Condition 6.6, Redemption Amount** means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the amount specified in relation to such notes in the applicable Final Terms or, if not so specified:

(a) in respect of each Master Issuer Note (other than a Zero Coupon Note), the Principal Amount Outstanding of such note; and

(b) in respect of each Zero Coupon Note, an amount (the **Amortised Face Amount**) calculated in accordance with the following formula:

Redemption Amount = RP×(1+AY)×y

where:

RP = the Reference Price;

AY = the Accrual Yield expressed as a decimal; and

y = a fraction, the numerator of which is equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and including) the first Closing Date of the applicable Series and Class (or Sub-Class) of Master Issuer Notes to (but excluding) the date fixed for redemption or, as the case may be, the date upon which such note becomes due and payable and the denominator of which is 360.

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to Condition 6.1, 6.2, 6.4 or 6.5 or upon its becoming due and repayable as provided in Condition 10 is improperly withheld or refused, the amount due and repayable in respect of such note shall be the amount calculated as provided in this paragraph as though the reference therein to the date fixed for the redemption or, as the case may be, the date upon which such note becomes due and payable were replaced by reference to the date which is the earlier of:

(i) the date on which all amounts due in respect of such note have been paid; and

(ii) the date on which the full amount of the monies payable in respect of such note has been received by the Principal Paying Agent or the Note Trustee or the Registrar and notice to that effect has been given to the Noteholders in accordance with **Condition 12.9**.

6.7 *Money Market Note Mandatory Transfer*

(a) If remarketing arrangements are specified as applicable in the relevant Final Terms in relation to a Series and Class (or Sub-Class) of Money Market Notes, such Money Market Notes shall, subject to paragraph (c) below, be transferred in accordance with paragraph (b) below on each Transfer Date prior to the occurrence of a Mandatory Transfer Termination Event, as confirmed by the Remarketing Bank providing a Conditional Purchase Confirmation to the Master Issuer and the Principal Paying Agent, in exchange for payment of the Transfer Price

and the Master Issuer and the Principal Paying Agent will procure payment of the Transfer Price to the Noteholders of the Money Market Notes on the relevant Transfer Date.

(b) Subject to paragraphs (a) above and (c) below, all the interests of the Noteholders of the Money Market Notes in the Money Market Notes shall be transferred on the relevant Transfer Date to the account of the Remarketing Bank on behalf of the relevant purchasers or as otherwise notified by or on behalf of the Remarketing Bank prior to such date or if Money Market Notes in definitive form are then issued, the Money Market Notes will be registered in the name of the Remarketing Bank or as otherwise notified by or on behalf of the Remarketing Bank by the Registrar and the Register will be amended accordingly with effect from the relevant Transfer Date.

(c) Any Noteholder of a Money Market Note may exercise his right to retain such Money Market Note through the facilities of DTC at any time prior to the commencement of the Remarketing Period that ends immediately before the relevant Transfer Date.

6.8 *Optional Purchase*

(a) If specified in the relevant Final Terms, Santander UK has the right (the **Purchase Option**), by delivering a notice to the relevant Noteholders, the Registrar and the Note Trustee pursuant to the Santander UK Optional Purchase Agreement, to require the relevant Noteholders, subject to and in accordance with any applicable conditions specified in the relevant Final Terms, to sell to Santander UK or otherwise allow Santander UK to be substituted as the Holder of all, but not some only, of the Class B Notes and/or the Class M Notes and/or the Class C Notes and/or the Class Z Notes as so specified (collectively the **Called Notes**) on any Interest Payment Date (prior to the date specified in the Final Terms (the **Final Purchase Date**) or such later date as may be permitted by the Central Bank) falling on or after the Interest Payment Date (the **Initial Purchase Date**) specified in the applicable Final Terms (if any) for a price equal to the aggregate redemption amount of any of the Called Notes, together with any accrued and unpaid interest on the Called Notes and, on the date therefor specified in the notice (being an Interest Payment Date falling on or after the Initial Purchase Date), the Registrar shall effect the transfer to Santander UK of such Called Notes by entering such transfer in the Register.

(b) Immediately after such transfer or substitution of Santander UK as the Holder of the Called Notes, each former Holder of the Called Notes shall cease to have any interest in the Called Notes.

(c) The Called Notes transferred to Santander UK pursuant to the Purchase Option shall, subject as provided in the Transaction Documents, remain outstanding until the date on which they would otherwise be redeemed or cancelled in accordance with their terms and conditions.

(d) By subscribing to or purchasing the Called Notes, each Holder of the Called Notes (i) is deemed to have notice of and be bound by the provisions of the Santander UK Optional Purchase Agreement and (ii) directs, authorises and requests the Note Trustee to enter into the Santander UK Optional Purchase Agreement. Each Holder of Called Notes also irrevocably authorises and instructs the Master Issuer, the Registrar, DTC, Euroclear or, as the case may be, Clearstream, Luxembourg to effect the transfer of its Called Notes on the relevant Interest Payment Date to Santander UK, in accordance with the relevant Final Terms and the rules for the time being of DTC, Euroclear or, as the case may be, Clearstream, Luxembourg.

7. **Payments**

7.1 *Presentation of Master Issuer Notes*

Payments of principal shall be made by cheque in the Specified Currency, drawn on a Designated Bank, or upon application by a Holder of the relevant Master Issuer Note to the Specified Office of the Principal Paying Agent not later than the fifth Business Day before the Record Date (as defined in **Condition 7.7**), by transfer to a Designated Account maintained by the payee with a

Designated Bank and (in the case of final redemption) upon surrender of the relevant Master Issuer Note at the Specified Office of any Paying Agent.

Payments of interest shall be made by cheque in the Specified Currency drawn on a Designated Bank, or upon application by a Holder of the relevant Master Issuer Note to the Specified Office of the Principal Paying Agent not later than the fifth Business Day before the Record Date (as defined in **Condition 7.7**), by transfer to a Designated Account maintained by the payee with a Designated Bank and (in the case of interest payable on final redemption) upon surrender of the relevant Master Issuer Note at the Specified Office of any Paying Agent.

7.2 *Laws and Regulations*

Payments of principal and interest in respect of the Master Issuer Notes are subject, in all cases, to any fiscal or other laws and regulations applicable thereto. Noteholders will not be charged commissions or expenses on payments.

7.3 *Payment of Interest following a failure to pay Principal*

If payment of principal is improperly withheld or refused on or in respect of any Master Issuer Note or part thereof, the interest which continues to accrue in respect of such Master Issuer Note in accordance with **Condition 5** will be paid in accordance with this **Condition 7**.

7.4 *Change of Paying Agents*

The initial Principal Paying Agent, the Registrar, the Transfer Agent and the Paying Agents are listed in these Conditions. The Master Issuer reserves the right, subject to the prior written approval of the Note Trustee, at any time to vary or terminate the appointment of the Principal Paying Agent, the Registrar, the Transfer Agent and the U.S. Paying Agent and to appoint additional or other Paying Agents. The Master Issuer will at all times maintain a Paying Agent with a Specified Office in London and a U.S. Paying Agent with a Specified Office in New York and a Registrar. Except where otherwise provided in the Trust Deed, the Master Issuer will cause at least 30 days' notice of any change in or addition to the Paying Agents, the Transfer Agent or the Registrar or their Specified Offices to be given in accordance with **Condition 12.10** and will notify the Rating Agencies of such change or addition.

7.5 *No payment on non-Business Day*

Where payment is to be made by transfer to a Designated Account, payment instructions (for value the due date or, if the due date is not a Business Day, for value the next succeeding Business Day) will be initiated and, where payment is to be made by cheque, the cheque will be mailed (a) (in the case of payments of principal and interest payable on redemption) on the later of the due date for payment and the day on which the relevant Master Issuer Note is surrendered (or, in the case of part payment only, endorsed) at the Specified Office of a Paying Agent and (b) (in the case of payments of interest payable other than on redemption) on the due date for payment. A Holder of an Master Issuer Note shall not be entitled to any interest or other payment in respect of any delay in payment resulting from (i) the due date for a payment not being a Business Day or (ii) a cheque mailed in accordance with this **Condition 7.5** arriving after the due date for payment or being lost in the mail.

7.6 *Partial Payment*

If a Paying Agent makes a partial payment in respect of any Master Issuer Note, the Master Issuer shall procure and the Registrar will ensure that the amount and date of such payment are noted on the Register and, in the case of partial payment upon presentation of an Master Issuer Note, that a statement indicating the amount and date of such payment is endorsed on the relevant Master Issuer Note.

7.7 *Record Date*

Each payment in respect of an Master Issuer Note will be made to the persons shown as the Holder in the Register (i) where the Master Issuer Note is in global form, at the close of the business

day (being for this purpose a day on which Euroclear and Clearstream, Luxembourg are open for business) before the relevant due date, (ii) where the Master Issuer Note is in definitive form, at the opening of business in the place of the Registrar's Specified Office on the fifteenth day before the due date for such payment (the **Record Date**).

7.8 *Payment of Interest*

Subject as provided otherwise in these Conditions, if interest is not paid in respect of an Master Issuer Note of any Class on the date when due and payable (other than because the due date is not a Business Day) or by reason of non-compliance with **Condition 7.1**, then such unpaid interest shall itself bear interest at the Rate of Interest applicable from time to time to such note until such interest and interest thereon are available for payment and notice thereof has been duly given in accordance with **Condition 12.10**.

8. Prescription

Claims against the Master Issuer for payment of interest and principal on redemption shall be prescribed and become void if the relevant Master Issuer Notes are not surrendered for payment within a period of 10 years from the relevant date in respect thereof. After the date on which a payment under an Master Issuer Note becomes void in its entirety, no claim may be made in respect thereof. In this **Condition 8**, the **relevant date**, in respect of a payment under an Master Issuer Note, is the date on which the payment in respect thereof first becomes due or (if the full amount of the monies payable in respect of those payments under all the Master Issuer Notes due on or before that date has not been duly received by the Principal Paying Agent or the Note Trustee on or prior to such date) the date on which, the full amount of such monies having been so received, notice to that effect is duly given to Noteholders in accordance with **Condition 12.10**.

9. Taxation

All payments in respect of the Master Issuer Notes will be made without withholding or deduction for, or on account of, any present or future taxes, duties or charges of whatsoever nature unless the Master Issuer or any relevant Paying Agent is required by applicable law to make any payment in respect of the Master Issuer Notes subject to any such withholding or deduction. In that event, the Master Issuer or such Paying Agent shall make such payment after such withholding or deduction has been made and shall account to the relevant authorities for the amount so required to be withheld or deducted. No Paying Agent nor the Master Issuer will be obliged to make any additional payments to Noteholders in respect of such withholding or deduction.

10. Events of Default

10.1 *Class A Noteholders*

The Note Trustee in its absolute discretion may, and if so requested in writing by the Holders of not less than 25 per cent. in aggregate Principal Amount Outstanding of the Class A Notes then outstanding (which for this purpose and the purpose of any Extraordinary Resolution referred to in this **Condition 10.1** means the Class A Notes of all Series constituted by the Trust Deed) or if so directed by or pursuant to an Extraordinary Resolution passed at a meeting of the Holders of the Class A Notes shall (subject, in each case, to being indemnified and/or secured and/or prefunded to its satisfaction) give notice (a **Class A Note Enforcement Notice**) to the Master Issuer, the Master Issuer Security Trustee and the Security Trustee of a Note Event of Default (as defined below) declaring (in writing) the Class A Notes and all other Master Issuer Notes to be due and repayable (and they shall forthwith become due and repayable) at any time after the happening of any of the following events (each a **Note Event of Default**) which is continuing or unwaived:

(a) default being made for a period of three Business Days in the payment of any amount of principal of the Class A Notes of any Series when and as the same ought to be paid in accordance with these Conditions or default being made for a period of three Business Days in the payment of any amount of interest on the Class A Notes of any Series when and as the same ought to be paid in accordance with these Conditions; or

(b) the Master Issuer failing duly to perform or observe any other obligation binding upon it under the Class A Notes of any Series, the Trust Deed, the Master Issuer Deed of Charge or any other Master Issuer Transaction Document and, in any such case (except where the Note Trustee certifies that, in its opinion, such failure is incapable of remedy, in which case no notice will be required), such failure is continuing unremedied for a period of 20 days following the service by the Note Trustee on the Master Issuer of notice requiring the same to be remedied and the Note Trustee has certified that the failure to perform or observe is materially prejudicial to the interests of the Holders of the Class A Notes of such Series; or

(c) the Master Issuer, otherwise than for the purposes of such amalgamation or reconstruction as is referred to in subparagraph (d) below, ceases or threatens to cease to carry on its business or a substantial part of its business or the Master Issuer is deemed unable to pay its debts within the meaning of Section 123(1)(a), (b), (c) or (d) of the Insolvency Act 1986 (as that section may be amended, modified or re-enacted) or becomes unable to pay its debts as they fall due or the value of its assets falls to less than the amount of its liabilities (taking into account for both these purposes its contingent and prospective liabilities) or otherwise becomes insolvent; or

(d) an order being made or an effective resolution being passed for the winding-up of the Master Issuer except a winding-up for the purposes of or pursuant to an amalgamation, restructuring or merger the terms of which have previously been approved by the Note Trustee in writing or by an Extraordinary Resolution of the Holders of the Class A Notes; or

(e) proceedings being otherwise initiated against the Master Issuer under any applicable liquidation, insolvency, composition, reorganisation or other similar laws (including, but not limited to, presentation for a petition for an administration order, the filing of documents with the court for an administration or the service of a notice of intention to appoint an administrator) and (except in the case of presentation of a petition for an administration order) such proceedings are not, in the sole opinion of the Note Trustee, being disputed in good faith with a reasonable prospect of success, or an administration order being granted or the appointment of an administrator takes effect or an administrative receiver or other receiver, liquidator or other similar official being appointed in relation to the Master Issuer or in relation to the whole or any substantial part of the undertaking or assets of the Master Issuer, or an encumbrancer taking possession of the whole or any substantial part of the undertaking or assets of the Master Issuer, or a distress, execution, diligence or other process being levied or enforced upon or sued out against the whole or any substantial part of the undertaking or assets of the Master Issuer and such possession or process (as the case may be) not being discharged or not otherwise ceasing to apply within 30 days, or the Master Issuer initiating or consenting to the foregoing proceedings relating to itself under applicable liquidation, insolvency, composition, reorganisation or other similar laws or making a conveyance or assignment for the benefit of its creditors generally or a composition or similar arrangement with the creditors or takes steps with a view to obtaining a moratorium in respect of any of its indebtedness, including without limitation, the filing of documents with the court; or

(f) if a Master Intercompany Loan Enforcement Notice is served under the Master Intercompany Loan Agreement, while the Class A Notes of any Series are outstanding.

10.2 *Class B Noteholders*

This **Condition 10.2** shall have no effect if, and for as long as, any Class A Notes of any Series are outstanding. Subject thereto, for so long as any Class B Notes of any Series are outstanding, the Note Trustee in its absolute discretion may, and if so requested in writing by the Holders of not less than 25 per cent. in aggregate Principal Amount Outstanding of the Class B Notes then outstanding (which for this purpose and the purpose of any Extraordinary Resolution referred to in this **Condition 10.2** means the Class B Notes of all Series constituted by the Trust Deed) or if so

directed by or pursuant to an Extraordinary Resolution passed at a meeting of the Holders of the Class B Notes shall (subject, in each case, to being indemnified and/or secured and/or prefunded to its satisfaction) give notice (a **Class B Note Enforcement Notice**) to the Master Issuer, the Master Issuer Security Trustee and the Security Trustee of a Note Event of Default (as defined below) declaring (in writing) the Class B Notes and all other Master Issuer Notes to be due and repayable (and they shall forthwith become due and repayable) at any time after the happening of any of the following events:

(a) default being made for a period of three Business Days in the payment of any amount of principal of the Class B Notes of any Series when and as the same ought to be paid in accordance with these Conditions or default being made for a period of three Business Days in the payment of any amount of interest on the Class B Notes of any Series when and as the same ought to be paid in accordance with these Conditions; or

(b) the occurrence of any of the events in **Condition 10.1(b), (c), (d). (e)** or **(f) above** provided that the references in **Condition 10.1(b), Condition 10.1(d)** and **Condition 10.1(f)** to Class A Notes shall be read as references to Class B Notes.

10.3 *Class M Noteholders*

This **Condition 10.3** shall have no effect if, and for as long as, any Class A Notes or any Class B Notes of any Series are outstanding. Subject thereto, for so long as any Class M Notes are outstanding, the Note Trustee in its absolute discretion may, and if so requested in writing by the Holders of not less than 25 per cent. in aggregate Principal Amount Outstanding of the Class M Notes then outstanding (which for this purpose and the purpose of any Extraordinary Resolution referred to in this **Condition 10.3** means the Class M Notes of all Series constituted by the Trust Deed) or if so directed by or pursuant to an Extraordinary Resolution passed at a meeting of the Holders of the Class M Notes shall (subject, in each case, to being indemnified and/or secured and/or prefunded to its satisfaction) give notice (a **Class M Note Enforcement Notice**) to the Master Issuer, the Master Issuer Security Trustee and the Security Trustee of a Note Event of Default (as defined below) declaring (in writing) the Class M Notes and all other Master Issuer Notes to be due and repayable (and they shall forthwith become due and repayable) at any time after the happening of any of the following events:

(a) default being made for a period of three Business Days in the payment of any amount of principal of the Class M Notes of any Series when and as the same ought to be paid in accordance with these Conditions or default being made for a period of three Business Days in the payment of any amount of interest on the Class M Notes of any Series when and as the same ought to be paid in accordance with these Conditions; or

(b) the occurrence of any of the events in **Condition 10.1(b), (c), (d). (e)** or **(f) above** provided that the references in **Condition 10.1(b), Condition 10.1(d)** and **Condition 10.1(f)** to Class A Notes shall be read as references to Class M Notes.

10.4 *Class C Noteholders*

This **Condition 10.4** shall have no effect if, and for as long as, any Class A Notes, any Class B Notes or any Class M Notes of any Series are outstanding. Subject thereto, for so long as any Class C Notes are outstanding, the Note Trustee in its absolute discretion may, and if so requested in writing by the Holders of not less than 25 per cent. in aggregate Principal Amount Outstanding of the Class C Notes then outstanding (which for this purpose and the purpose of any Extraordinary Resolution referred to in this **Condition 10.4** means the Class C Notes of all Series constituted by the Trust Deed) or if so directed by or pursuant to an Extraordinary Resolution passed at a meeting of the Holders of the Class C Notes shall (subject, in each case, to being indemnified and/or secured and/or prefunded to its satisfaction) give notice (a **Class C Note Enforcement Notice**) to the Master Issuer, the Master Issuer Security Trustee and the Security Trustee of a Note Event of Default (as defined below) declaring (in writing) the Class C Notes and all other Master Issuer Notes to be due and

repayable (and they shall forthwith become due and repayable) at any time after the happening of any of the following events:

(a) default being made for a period of three Business Days in the payment of any amount of principal of the Class C Notes of any Series when and as the same ought to be paid in accordance with these Conditions or default being made for a period of three Business Days in the payment of any amount of interest on the Class C Notes of any Series when and as the same ought to be paid in accordance with these Conditions; or

(b) the occurrence of any of the events in **Condition 10.1(b), (c), (d). (e)** or **(f) above** provided that the references in **Condition 10.1(b), Condition 10.1(d)** and **Condition 10.1(f)** to Class A Notes shall be read as references to Class C Notes.

10.5 *Class Z Noteholders*

This **Condition 10.5** shall have no effect if, and for as long as, any Class A Notes, any Class B Notes, any Class M Notes or any Class C Notes of any Series are outstanding. Subject thereto, for so long as any Class Z Notes are outstanding, the Note Trustee in its absolute discretion may, and if so requested in writing by the Holders of not less than 25 per cent. in aggregate Principal Amount Outstanding of the Class Z Notes then outstanding (which for this purpose and the purpose of any Extraordinary Resolution referred to in this **Condition 10.5** means the Class Z Notes of all Series constituted by the Trust Deed) or if so directed by or pursuant to an Extraordinary Resolution passed at a meeting of the Holders of the Class Z Notes shall (subject, in each case, to being indemnified and/or secured and/or prefunded to its satisfaction) give notice (a **Class Z Note Enforcement Notice**) to the Master Issuer, the Master Issuer Security Trustee and the Security Trustee of a Note Event of Default (as defined below) declaring (in writing) the Class Z Notes and all other Master Issuer Notes to be due and repayable (and they shall forthwith become due and repayable) at any time after the happening of any of the following events:

(a) default being made for a period of three Business Days in the payment of any amount of principal of the Class Z Notes of any Series when and as the same ought to be paid in accordance with these Conditions or default being made for a period of three Business Days in the payment of any amount of interest on the Class Z Notes of any Series when and as the same ought to be paid in accordance with these Conditions; or

(b) the occurrence of any of the events in **Condition 10.1(b), (c), (d). (e)** or **(f) above** provided that the references in **Condition 10.1(b), Condition 10.1(d)** and **Condition 10.1(f)** to Class A Notes shall be read as references to Class Z Notes.

10.6 *Following Service of a Note Enforcement Notice*

In these Conditions, a **Note Enforcement Notice** means any of the Class A Note Enforcement Notice, the Class B Note Enforcement Notice, the Class M Note Enforcement Notice, the Class C Note Enforcement Notice and the Class Z Note Enforcement Notice. For the avoidance of doubt, upon any Note Enforcement Notice being given by the Note Trustee in accordance with **Conditions 10.1, 10.2, 10.3, 10.4** or **10.5 above**, all the Master Issuer Notes then outstanding shall immediately become due and repayable at their Principal Amount Outstanding together with accrued interest (or, in the case of Zero Coupon Note, at its Redemption Amount calculated in accordance with **Condition 6.6**.

11. Enforcement of Master Issuer Notes

11.1 *Enforcement*

The Note Trustee may, at its discretion and without notice at any time and from time to time, take such steps or actions and institute such proceedings against the Master Issuer or any other person as it may think fit to enforce the provisions of the Master Issuer Notes, the Trust Deed (including these Conditions) or any of the other Master Issuer Transaction Documents to which it is a

party and the Note Trustee may, at its discretion without notice, at any time after the Master Issuer Security has become enforceable (including after the service of a Note Enforcement Notice in accordance with **Condition 10**), instruct the Master Issuer Security Trustee to take such steps as it may think fit to enforce the Master Issuer Security. The Note Trustee shall not be bound to take such steps or institute such proceedings or give such instructions unless:

(a) (subject in all cases to restrictions contained in the Trust Deed to protect the interests of any higher ranking Class of Noteholders) it shall have been so directed by an Extraordinary Resolution of the Class A Noteholders, the Class B Noteholders, the Class M Noteholders, the Class C Noteholders and the Class Z Noteholders (which for this purpose means the Holders of all Series of the Class A Notes, the Class B Notes, the Class M Notes, the Class C Notes or the Class Z Notes (as applicable)) or so requested in writing by the Holders of at least 25 per cent. in aggregate Principal Amount Outstanding of the Class A Notes, the Class B Notes, the Class M Notes, the Class C Notes and the Class Z Notes (as applicable) of all Series then outstanding; and

(b) it shall have been indemnified and/or secured to its satisfaction.

The Master Issuer Security Trustee shall not, and shall not be bound to, take such steps or take any such action unless it is so directed by the Note Trustee and indemnified and/or secured to its satisfaction.

Amounts available for distribution after enforcement of the Master Issuer Security shall be distributed in accordance with the terms of the Master Issuer Deed of Charge.

No Noteholder shall be entitled to proceed directly against the Master Issuer unless the Note Trustee or the Master Issuer Security Trustee (as the applicable), having become bound so to do, fails to do so within a reasonable period and such failure shall be continuing, provided that no Class B Noteholder, Class M Noteholder, Class C Noteholder or Class Z Noteholder will be entitled to commence proceedings for the winding-up or administration of the Master Issuer at any time unless:

- there are no outstanding Master Issuer Notes of a Class with higher priority; or

- if Master Issuer Notes of a Class with higher priority are outstanding, there is consent of Noteholders of at least one quarter of the aggregate Principal Amount Outstanding of the Master Issuer Notes outstanding of the Class or Classes of Master Issuer Notes with higher priority or pursuant to an Extraordinary Resolution of the Holders of such Class of Master Issuer Notes.

Notwithstanding any other condition or any provision of any Transaction Document, all obligations of the Master Issuer to the Noteholders are limited in recourse to the Master Issuer Security. If:

- there is no Master Issuer Security remaining which is capable of being realised or otherwise converted into cash;

- all amounts available from the Master Issuer Security have been applied to meet or provide for the relevant obligations specified in, and in accordance with, the provisions of the Master Issuer Deed of Charge; and

- there are insufficient amounts available from the Master Issuer Security to pay in full, in accordance with the provisions of the Master Issuer Deed of Charge, amounts outstanding under the Notes (including payments of principal, premium (if any) and interest),

then the Noteholders shall have no further claim against the Master Issuer in respect of any amounts owing to them which remain unpaid (including, for the avoidance of doubt, payments of principal, premium (if any) and/or interest in respect of the notes) and such unpaid amounts shall be deemed to be discharged in full and any relevant payment rights shall be deemed to cease.

12. **Meetings of Noteholders, Modifications and Waiver**

12.1 Meetings of Noteholders

The Trust Deed contains provisions for convening meetings of Noteholders of any Series and Class (or Sub-Class) to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of any provision of these Conditions or the provisions of any of the Master Issuer Transaction Documents.

(a) *Class A Notes*

In respect of the Class A Notes, the Trust Deed provides that, subject to **Condition 12.2**:

(i) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class A Notes of one Sub-Class or Series (as the case may be) only shall be deemed to have been duly passed if passed at a meeting of the Holders of the Class A Notes of that Sub-Class or Series (as the case may be);

(ii) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class A Notes of any two or more Sub-Classes or Series (as the case may be) but does not give rise to a conflict of interest between the Holders of any such two or more Sub-Classes or Series (as the case may be) of Class A Notes, shall be deemed to have been duly passed if passed at a single meeting of the Holders of such two or more Sub-Classes or Series (as the case may be) of Class A Notes; and

(iii) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class A Notes of any two or more Sub-Classes or Series (as the case may be) and gives or may give rise to a conflict of interest between the Holders of any such Sub-Classes or Series (as the case may be) of Class A Notes, shall be deemed to have been duly passed only if, in lieu of being passed at a single meeting of the Holders of such two or more Sub-Classes or Series (as the case may be) of Class A Notes, it shall be duly passed at a separate meeting of the Holders of each such Sub-Class or Series (as the case may be) of Class A Notes.

In the case of a single meeting of the Holders of the Class A Notes of any two or more Sub-Classes or Series (as the case may be) which are not all denominated in the same currency, the Principal Amount Outstanding of any Class A Note denominated in a currency other than sterling shall be converted into sterling at the relevant swap rate.

The Trust Deed contains provisions similar to those in the preceding two paragraphs in relation to requests in writing from Class A Noteholders upon which the Note Trustee or, as the case may be, the Master Issuer Security Trustee is bound to act.

(b) *Class B Notes*

In respect of the Class B Notes, the Trust Deed provides that, subject to **Condition 12.2**:

(i) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class B Notes of one Sub-Class or Series (as the case may be) only shall be deemed to have been duly passed if passed at a meeting of the Holders of the Class B Notes of that Sub-Class or Series (as the case may be);

(ii) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class B Notes of any two or more Sub-Classes or Series (as the case may be) but does not give rise to a conflict of interest between the Holders of any such two or more Sub-Classes or Series (as the case may be) of Class B Notes, shall be deemed to have been duly passed if passed at a single meeting of the Holders of such two or more Sub-Classes or Series (as the case may be) of Class B Notes; and

(iii) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class B Notes of any two or more Sub-Classes or Series (as the case may be) and gives or may give rise to a conflict of interest between the Holders of any such Sub-Classes or Series (as the case may be) of Class B Notes, shall be deemed to have been duly passed only if, in lieu of being passed at a single meeting of the Holders of such two or more Sub-Classes or Series (as the case may be) of Class B Notes, it shall be duly passed at a separate meeting of the Holders of each such Sub-Class or Series (as the case may be) of Class B Notes.

In the case of a single meeting of the Holders of the Class B Notes of any two or more Sub-Classes or Series (as the case may be) which are not all denominated in the same currency, the Principal Amount Outstanding of any Class B Note denominated in a currency other than sterling shall be converted into sterling at the relevant swap rate.

The Trust Deed contains provisions similar to those in the preceding two paragraphs in relation to requests in writing from Class B Noteholders upon which the Note Trustee or, as the case may be, the Master Issuer Security Trustee is bound to act.

(c) *Class M Notes*

In respect of the Class M Notes, the Trust Deed provides that, subject to **Condition 12.2**:

(i) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class M Notes of one Sub-Class or Series (as the case may be) only shall be deemed to have been duly passed if passed at a meeting of the Holders of the Class M Notes of that Sub-Class or Series (as the case may be);

(ii) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class M Notes of any two or more Sub-Classes or Series (as the case may be) but does not give rise to a conflict of interest between the Holders of any such two or more Sub-Classes or Series (as the case may be) of Class M Notes, shall be deemed to have been duly passed if passed at a single meeting of the Holders of such two or more Sub-Classes or Series (as the case may be) of Class M Notes; and

(iii) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class M Notes of any two or more Sub-Classes or Series (as the case may be) and gives or may give rise to a conflict of interest between the Holders of any such Sub-Classes or Series (as the case may be) of Class M Notes, shall be deemed to have been duly passed only if, in lieu of being passed at a single meeting of the Holders of such two or more Sub-Classes or Series (as the case may be) of Class M Notes, it shall be duly passed at a separate meeting of the Holders of each such Sub-Class or Series (as the case may be) of Class M Notes.

In the case of a single meeting of the Holders of the Class M Notes of any two or more Sub-Classes or Series (as the case may be) which are not all denominated in the same currency, the Principal Amount Outstanding of any Class M Note

denominated in a currency other than sterling shall be converted into sterling at the relevant swap rate.

The Trust Deed contains provisions similar to those in the preceding two paragraphs in relation to requests in writing from Class M Noteholders upon which the Note Trustee or, as the case may be, the Master Issuer Security Trustee is bound to act.

(d) *Class C Notes*

In respect of the Class C Notes, the Trust Deed provides that, subject to **Condition 12.2**:

(i) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class C Notes of one Sub-Class or Series (as the case may be) only shall be deemed to have been duly passed if passed at a meeting of the Holders of the Class C Notes of that Sub-Class or Series (as the case may be);

(ii) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class C Notes of any two or more Sub-Classes or Series (as the case may be), but does not give rise to a conflict of interest between the Holders of any such two or more Sub-Classes or Series (as the case may be) of Class C Notes, shall be deemed to have been duly passed if passed at a single meeting of the Holders of such two or more Sub-Classes or Series (as the case may be) of Class C Notes; and

(iii) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class C Notes of any two or more Sub-Classes or Series (as the case may be) and gives or may give rise to a conflict of interest between the Holders of any such Sub-Classes or Series (as the case may be) of Class C Notes, shall be deemed to have been duly passed only if, in lieu of being passed at a single meeting of the Holders of such two or more Sub-Classes or Series (as the case may be) of Class C Notes, it shall be duly passed at a separate meeting of the Holders of each such Sub-Class or Series (as the case may be) of Class C Notes.

In the case of a single meeting of the Holders of the Class C Notes of any two or more Sub-Classes or Series (as the case may be) which are not all denominated in the same currency, the Principal Amount Outstanding of any Class C Note denominated in a currency other than sterling shall be converted into sterling at the relevant swap rate.

The Trust Deed contains provisions similar to those in the preceding two paragraphs in relation to requests in writing from Class C Noteholders upon which the Note Trustee or, as the case may be, the Master Issuer Security Trustee is bound to act.

(e) *Class Z Notes*

In respect of the Class Z Notes, the Trust Deed provides that, subject to **Condition 12.2**:

(i) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class Z Notes of one Sub-Class or Series (as the case may be) only shall be deemed to have been duly passed if passed at a meeting of the Holders of the Class Z Notes of that Sub-Class or Series (as the case may be);

(ii) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class Z Notes of any two or more Sub-Classes or Series (as the case may be) but does not give rise to a conflict of interest between

the Holders of any such two or more Sub-Classes or Series (as the case may be) of Class Z Notes, shall be deemed to have been duly passed if passed at a single meeting of the Holders of such two or more Sub-Classes or Series (as the case may be) of Class Z Notes; and

(iii) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class Z Notes of any two or more Sub-Classes or Series (as the case may be) and gives or may give rise to a conflict of interest between the Holders of any such Sub-Classes or Series (as the case may be) of Class Z Notes, shall be deemed to have been duly passed only if, in lieu of being passed at a single meeting of the Holders of such two or more Sub-Classes or Series (as the case may be) of Class Z Notes, it shall be duly passed at a separate meeting of the Holders of each such Sub-Class or Series (as the case may be) of Class Z Notes.

In the case of a single meeting of the Holders of the Class Z Notes of any two or more Sub-Classes or Series (as the case may be) which are not all denominated in the same currency, the Principal Amount Outstanding of any Class Z Note denominated in a currency other than sterling shall be converted into sterling at the relevant swap rate.

The Trust Deed contains provisions similar to those in the preceding two paragraphs in relation to requests in writing from Class Z Noteholders upon which the Note Trustee or, as the case may be, the Master Issuer Security Trustee is bound to act.

The quorum for any meeting of the Holders of any Series and Class (or Sub-Class) of Master Issuer Notes or of any Class of Master Issuer Notes of more than one Series convened to consider a resolution (except for the purpose of passing an Extraordinary Resolution or a Programme Resolution) will be one or more persons holding or representing not less than 50 per cent. of the aggregate Principal Amount Outstanding then outstanding of such Series and Class (or Sub-Class) of Master Issuer Notes or such Class of Master Issuer Notes of more than one Series or, at any adjourned meeting, one or more persons being or representing Noteholders of such Series and Class (or Sub-Class) of Master Issuer Notes or such Class of Master Issuer Notes of more than one Series, whatever the aggregate Principal Amount Outstanding then outstanding of the relevant Master Issuer Notes so held or represented. A **resolution** means a resolution (excluding an Extraordinary Resolution or a Programme Resolution) passed at a meeting of Noteholders duly convened and held in accordance with the provisions of the Trust Deed by a simple majority of the persons voting thereat upon a show of hands or if a poll is duly demanded by a simple majority of the votes cast on such poll.

Subject to the following paragraph, the quorum at any meeting of the Holders of any Series or Class (or Sub-Class) of Master Issuer Notes or of any Class of Master Issuer Notes of more than one Series of Master Issuer Notes convened to consider the passing of an Extraordinary Resolution (including, for the avoidance of doubt, a Programme Resolution (as defined in **Condition 12.2**)) shall (subject as provided below) be one or more persons holding or representing not less than 50 per cent. of the aggregate principal amount outstanding of the Master Issuer Notes of the relevant Series and Class (or Sub-Class) or of the Class of Master Issuer Notes of more than one Series of Master Issuer Notes or, at any adjourned and reconvened meeting, not less than one or more persons being or representing Noteholders whatever the principal amount outstanding of the Master Issuer Notes of the relevant Series and Class (or Sub-Class) or of the Class of Master Issuer Notes of more than one Series of Master Issuer Notes.

The quorum at any meeting of the Holders of any Series and Class (or Sub-Class) of Master Issuer Notes or of any Class of Master Issuer Notes of more than one Series of Master Issuer Notes convened to consider an Extraordinary Resolution which includes the sanctioning of a modification which would have the effect of altering the amount or timing of payments of principal on the Master Issuer Notes of such Series and Class (or Sub-Class) or of such Class or the rate, the day or the timing of payments of interest thereon or of the currency of payment of the Master Issuer Notes of such Series and Class (or Sub-Class) or of such Class or altering the priority of payments or altering the quorum or majority required in relation to any resolution (each, a **Basic Terms Modification**, as more fully defined in the Trust Deed), shall be one or more persons holding or representing not less than 75 per cent. of the aggregate Principal Amount Outstanding then outstanding of the Master

Issuer Notes of the relevant Series and Class (or Sub-Class) or of the Class of Master Issuer Notes of more than one Series of Master Issuer Notes or, at any adjourned and reconvened meeting, 25 per cent. of the aggregate Principal Amount Outstanding then outstanding of the Master Issuer Notes of the relevant Series and Class (or Sub-Class).

An Extraordinary Resolution passed at any meeting of Noteholders shall be binding on all of the Noteholders of the relevant Series and Class (or Sub-Class) or of the Class of Master Issuer Notes of more than one Series of Master Issuer Notes whether or not they are present or represented at the meeting.

A resolution signed by or on behalf of all the Noteholders of the relevant Series and Class (or Sub-Class) or of the relevant Class of more than one Series of Master Issuer Notes who for the time being are entitled to receive notice of a meeting under the Trust Deed shall for all purposes be as valid and effective as an Extraordinary Resolution passed at a meeting of Holders of such Series and Class (or Sub-Class) or of the relevant Class of more than one Series of Master Issuer Notes.

12.2 *Programme Resolution*

Notwithstanding the provisions of **Condition 12.1**, any Extraordinary Resolution of the Noteholders of any Class to direct the Note Trustee to give a Note Enforcement Notice pursuant to **Condition 10** or take any enforcement action or instruct the Master Issuer Security Trustee to enforce the Master Issuer Security pursuant to **Condition 11** (a **Programme Resolution**) shall only be capable of being passed at a single meeting of the Noteholders of all Series of such Class of Master Issuer Notes. The quorum at any such meeting for passing a Programme Resolution shall be one or more persons holding or representing not less than 50 per cent. of the aggregate Principal Amount Outstanding then outstanding of the Master Issuer Notes of such Class or, at any adjourned and reconvened meeting, one or more persons being or representing Master Issuer Noteholders of such Class of Master Issuer Notes, whatever the aggregate Principal Amount Outstanding of such Class of Master Issuer Notes so held or represented by them.

A Programme Resolution passed at any meeting of all Series of any Class of Master Issuer Notes shall be binding on all Noteholders of all Series of that Class of Master Issuer Notes, whether or not they are present or represented at the meeting.

12.3 *Limitations on Noteholders*

Subject as provided in Condition 12.4:

(a) an Extraordinary Resolution of the Class A Noteholders of any Series shall be binding on all Class B Noteholders, all Class M Noteholders, all Class C Noteholders and all Class Z Noteholders in each case, of that Series or of any other Series;

(b) no Extraordinary Resolution of the Class B Noteholders of any Series shall take effect for any purpose while any Class A Notes of that Series or of any other Series remain outstanding unless it shall have been sanctioned by an Extraordinary Resolution of the Class A Noteholders of each Series or the Note Trustee is of the opinion that it would not be materially prejudicial to the interests of the Class A Noteholders of any Series as applicable and subject hereto and to **Condition 12.4**, an Extraordinary Resolution of the Class B Noteholders of any Series will be binding on the Class M Noteholders, the Class C Noteholders and the Class Z Noteholders in each case, of that or any other Series irrespective of the effect upon them;

(c) no Extraordinary Resolution of the Class M Noteholders of any Series shall take effect for any purpose while any Class A Notes or Class B Notes in each case, of that Series or of any other Series remain outstanding unless it shall have been sanctioned by an Extraordinary Resolution of the Class A Noteholders and an Extraordinary Resolution of the Class B Noteholders, in each case of each Series or the Note Trustee is of the opinion that it would not be materially prejudicial to the respective interests of the Class A Noteholders and/or the Class B Noteholders of any Series (as applicable) and subject hereto and to **Condition 12.4**, an Extraordinary Resolution of the Class M Noteholders of any Series will be binding on the

Class C Noteholders and the Class Z Noteholders in each case, of that or of any other Series irrespective of the effect upon them;

(d) no Extraordinary Resolution of the Class C Noteholders of any Series shall take effect for any purpose while any Class A Notes, Class B Notes or Class M Notes in each case, of that Series or of any other Series remain outstanding unless it shall have been sanctioned by an Extraordinary Resolution of the Class A Noteholders, an Extraordinary Resolution of the Class B Noteholders and an Extraordinary Resolution of the Class M Noteholders, in each case of each Series or the Note Trustee is of the opinion that it would not be materially prejudicial to the respective interests of the Class A Noteholders, the Class B Noteholders and/or the Class M Noteholders of any Series (as applicable) and subject hereto and to **Condition 12.4**, an Extraordinary Resolution of the Class C Noteholders of any Series will be binding on the Class Z Noteholders of that or any other Series irrespective of the effect upon them; and

(e) no Extraordinary Resolution of Class Z Noteholders of any Series shall take effect for any purpose while any Class A Notes, Class B Notes, Class M Notes or Class C Notes in each case, of that Series or of any other Series remain outstanding unless it shall have been sanctioned by an Extraordinary Resolution of the Class A Noteholders, an Extraordinary Resolution of the Class B Noteholders, an Extraordinary Resolution of the Class M Noteholders and an Extraordinary Resolution of the Class C Noteholders, in each case of each Series or the Note Trustee is of the opinion that it would not be materially prejudicial to the respective interests of the Class A Noteholders, the Class B Noteholders, the Class M Noteholders and/or the Class C Noteholders of any Series (as applicable).

12.4 *Approval of Modifications and Waivers by Noteholders*

(a) No Extraordinary Resolution of the Noteholders of any one or more Series of Class A Notes to sanction a modification of, or any waiver or authorisation of any breach or proposed breach of, any of the provisions of the Master Issuer Transaction Documents or the Conditions of the Master Issuer Notes shall take effect unless it has been sanctioned by an Extraordinary Resolution of the Class B Noteholders, an Extraordinary Resolution of the Class M Noteholders, an Extraordinary Resolution of the Class C Noteholders and an Extraordinary Resolution of the Class Z Noteholders, in each case of each Series, or the Note Trustee is of the opinion that it would not be materially prejudicial to the respective interests of the Class B Noteholders, the Class M Noteholders, the Class C Noteholders and the Class Z Noteholders of any Series.

(b) No Extraordinary Resolution of the Noteholders of any one or more Series of Class B Notes to sanction a modification of, or any waiver or authorisation of any breach or proposed breach of, any of the provisions of the Master Issuer Transaction Documents or the Conditions of the Master Issuer Notes shall take effect unless it has been sanctioned by an Extraordinary Resolution of the Class M Noteholders, an Extraordinary Resolution of the Class C Noteholders and an Extraordinary Resolution of the Class Z Noteholders, in each case of each Series, or the Note Trustee is of the opinion that it would not be materially prejudicial to the respective interests of the Class M Noteholders, the Class C Noteholders and the Class Z Noteholders of any Series.

(c) No Extraordinary Resolution of the Noteholders of any one or more Series of Class M Notes to sanction a modification of, or any waiver or authorisation of any breach or proposed breach of, any of the provisions of the Master Issuer Transaction Documents or the Conditions of the Master Issuer Notes shall take effect unless it has been sanctioned by an Extraordinary Resolution of the Class C Noteholders and an Extraordinary Resolution of the Class Z Noteholders, in each case of each Series, or the Note Trustee is of the opinion that it would not be materially prejudicial to the respective interests of the Class C Noteholders and the Class Z Noteholders of any Series.

(d) No Extraordinary Resolution of the Noteholders of any one or more Series of Class C Notes to sanction a modification of, or any waiver or authorisation of any breach or proposed breach of, any of the provisions of the Master Issuer Transaction Documents or the Conditions of the

Master Issuer Notes shall take effect unless it has been sanctioned by an Extraordinary Resolution of the Class Z Noteholders of each Series, or the Note Trustee is of the opinion that it would not be materially prejudicial to the respective interests of the Class Z Noteholders of any Series.

12.5 *Modifications and Determinations by Note Trustee*

Subject as provided in the Note Trust Deed, the Note Trustee may, without the consent of the Noteholders:

(a) agree to any modification (other than a Basic Terms Modification) of, or to the waiver or authorisation of any breach or proposed breach of, these Conditions of any Series and Class (or Sub-Class) of Master Issuer Notes or any of the Master Issuer Transaction Documents, which is not, in the opinion of the Note Trustee, materially prejudicial to the interests of the Noteholders of any Class of any Series of Master Issuer Notes or materially prejudicial to the interests of any of the Master Issuer Swap Providers; or

(b) determine that any Note Event of Default shall not be treated as such provided that it is not in the opinion of the Note Trustee materially prejudicial to the interest of the Holders of the most senior Class of any Series of Master Issuer Notes then outstanding; or

(c) agree to any modification (including a Basic Terms Modification) of these Conditions or any of the Master Issuer Transaction Documents which, in the opinion of the Note Trustee, is of a formal, minor or technical nature or is to correct a manifest error or an error established as such to the satisfaction of the Note Trustee or is to comply with the mandatory provisions of law; or

(d) agree to any modification of any of these Conditions or any Master Issuer Transaction Documents as expressly provided for in the Master Issuer Transaction Documents.

Without prejudice to (i) Clauses 19.1, 19.2, 19.3 and 19.4 of the Note Trust Deed and (ii) Clause 25.8 of the Funding Deed of Charge, subject to Clause 19.5(b) of the Note Trust Deed, the Note Trustee shall, without the consent of any holders of any series or class of notes issued after the date hereof, be required to give its consent to any modifications to any Funding Agreement or the Master Definitions and Construction Schedule that are requested by Funding or the Cash Manager, provided that Funding or the Cash Manager, as the case may be, has certified to the Note Trustee in writing that such modifications are required in order to accommodate:

(a) Master Issuer Notes to be issued and/or Master Issuer Term Advances to be made available by the Master Issuer to Funding under the Master Intercompany Loan Agreement;

(b) the entry by Funding into New Intercompany Loan Agreements, the issue of new types of notes by New Issuers or the issue of notes by Funding directly;

(c) the addition of other relevant Funding Secured Creditors to the Transaction Documents;

(d) the assignment of New Loans or their Related Security to the Mortgages Trustee;

(e) amendments to the representations and warranties set out in Schedule 1 of the Mortgage Sale Agreement;

(f) changes to the Funding Reserve Fund Required Amount, the Funding Liquidity Reserve Required Amount and/or the manner in which the Funding Reserve Fund or the Funding Liquidity Reserve Fund is funded;

(g) different Interest Payment Dates and/or Interest Periods for any Master Issuer Notes to be issued by the Master Issuer (including modification of the Interest Payment Dates and/or Interest Periods and/or the basis for the calculation of interest in respect of any outstanding Master Issuer Notes) and/or different Interest Payment Dates and/or Interest Periods (including modification of the basis for the calculation of interest) in respect of any outstanding

Master Issuer Term Advances under the Master Intercompany Loan Agreement, and consequential modifications in respect of (i) the amounts payable under, the rates for calculating the amounts payable under and the periods for payment and the dates for payment under the Funding Swap Agreement and (ii) the amounts payable under, the rates for calculating the amounts payable under and the periods for payment under and the dates for payment under the Master Issuer Swap Agreements; and/or

(h) the Master Issuer to comply, with respect only to Master Issuer Notes to be issued on or after the date of this prospectus, with any requirements which apply to it under European Regulation 648/2012 of 4 July 2012, known as the European Market Infrastructure Regulation (**EMIR**) and which accordingly will be mandatory under EMIR irrespective of whether such modifications are materially prejudicial to the interests of the noteholders of any series or class of notes or any other issuing entity secured creditor and provided such modifications do not relate to a Basic Terms Modification. The Note Trustee shall not be obliged to agree to any modification pursuant to this sub-clause which (in the sole opinion of the Note Trustee and/or the Security Trustee) would have the effect of (a) exposing the Note Trustee to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction; and (b) increasing the obligations or duties, or decreasing the protections of the Note Trustee in the Transaction Documents and/or the Conditions of the Master Issuer Notes. The Noteholders and the Master Issuer Secured Creditors shall be deemed to have instructed the Note Trustee to concur with such EMIR amendments and shall be bound by them regardless of whether they are materially prejudicial to their interests.

Any such modification, waiver, authorisation or determination shall be binding on the Noteholders and, unless the Note Trustee agrees otherwise, any such modification shall be notified to the Noteholders and the Rating Agencies in accordance with **Condition 12.10** as soon as practicable thereafter.

12.6 *Redenomination*

The Note Trustee may agree, without the consent of the Holders of the Sterling Notes on or after the Specified Date (as defined below), to such modifications to the Sterling Notes and the Trust Deed in respect of redenomination of such Sterling Notes in euro and associated reconventioning, renominalisation and related matters in respect of such Sterling Notes as may be proposed by the Master Issuer (and confirmed by an independent financial institution approved by the Note Trustee to be in conformity with then applicable market conventions) and to provide for redemption at the euro equivalent of the sterling principal amount of the Sterling Notes. For these purposes, **Specified Date** means the date on which the United Kingdom participates in the third stage of European economic and monetary union pursuant to the Treaty establishing the European Community, as amended by the Treaty on European Union, or otherwise participates in European economic and monetary union in a manner with an effect similar to such third stage.

Any such modification shall be binding on the Holders of the Sterling Notes and, unless the Note Trustee agrees otherwise, any such modification shall be notified to such Noteholders in accordance with **Condition 12.10** as soon as practicable thereafter.

12.7 *Exercise of Note Trustee's or Master Issuer Security Trustee's Functions*

Where the Note Trustee or the Master Issuer Security Trustee is required, in connection with the exercise of its powers, trusts, authorities, duties and discretions under these Conditions or any Transaction Document, to have regard to the interests of the Noteholders of any Class, it shall have regard to the interests of such Noteholders as a class and, in particular but without prejudice to the generality of the foregoing, neither the Note Trustee nor the Master Issuer Security Trustee shall have regard to, or be in any way liable for, the consequences of such exercise for individual Noteholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory. In connection with any such exercise, neither the Note Trustee nor the Master Issuer Security Trustee shall be entitled to require, and no Noteholder shall be entitled to claim, from the Master Issuer or any other person, any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders.

12.8 *Indemnification of the Note Trustee and the Master Issuer Security Trustee*

The Trust Deed and the Master Issuer Deed of Charge set out certain provisions for the benefit of the Note Trustee and the Master Issuer Security Trustee. The following is a summary of such provisions and is subject to the more detailed provisions of the Trust Deed and the Master Issuer Deed of Charge.

The Master Issuer Transaction Documents contain provisions governing the responsibility (and relief from responsibility) of the Note Trustee and the Master Issuer Security Trustee, respectively, and providing for its indemnification in certain circumstances, including, among others, provisions relieving the Master Issuer Security Trustee from taking enforcement proceedings or enforcing the Master Issuer Security unless indemnified and/or secured to its satisfaction.

The Note Trustee and the Master Issuer Security Trustee and their related companies are entitled to enter into business transactions with the Master Issuer, the Master Issuer Cash Manager and/or the related companies of any of them and to act as note trustee or security trustee, for the holders of any new notes and/or any other person who is a party to any Master Issuer Transaction Document or whose obligations are comprised in the Master Issuer Security and/or any of their subsidiary or associated companies without accounting for any profit resulting therefrom.

Neither the Note Trustee nor the Master Issuer Security Trustee will be responsible for any loss, expense or liability which may be suffered as a result of any assets comprised in the Master Issuer Security, or any deeds or documents of title thereto, being uninsured or inadequately insured or being held by clearing organisations or their operators or by intermediaries such as banks, brokers or other similar persons on behalf of the Note Trustee and/or the Master Issuer Security Trustee, as applicable.

Furthermore, the Note Trustee and the Master Issuer Security Trustee will be relieved of liability for making searches or other inquiries in relation to the assets comprising the Master Issuer Security. The Note Trustee and the Master Issuer Security Trustee do not have any responsibility in relation to the legality and the enforceability of the trust arrangements and the related Master Issuer Security. Neither the Note Trustee nor the Master Issuer Security Trustee will be obliged to take any action that might result in its incurring personal liabilities. Neither the Note Trustee nor the Master Issuer Security Trustee is obliged to monitor or investigate the performance of any other person under the Master Issuer Transaction Documents and is entitled to assume, until it has actual knowledge to the contrary, that all such persons are properly performing their duties, unless it receives express notice to the contrary.

Neither the Note Trustee nor the Master Issuer Security Trustee will be responsible for any deficiency that may arise because it is liable to tax in respect of the proceeds of any Master Issuer Security.

12.9 *Replacement of Master Issuer Notes*

If Definitive Notes are lost, stolen, mutilated, defaced or destroyed, the Noteholder can replace them at the Specified Office of any Paying Agent subject to all applicable laws and stock exchange requirements. The Noteholder will be required both to pay the expenses of producing a replacement and to comply with the Master Issuer's, the Registrar's and the Paying Agent's reasonable requests for evidence and indemnity.

If a Global Note is lost, stolen, mutilated, defaced or destroyed, the Master Issuer will deliver a replacement Global Note to the registered holder upon receipt of satisfactory evidence and surrender of any defaced or mutilated Global Note. A replacement will only be made upon payment of the expenses for a replacement and compliance with the Master Issuer's, Registrar's and Paying Agents' reasonable requests as to evidence and indemnity.

Defaced or mutilated Master Issuer Notes must be surrendered before replacements will be issued.

12.10 *Notice to Noteholders*

(a) ***Publication of Notice***

Any notice to Noteholders shall be validly given if such notice is:

(i) published on the Relevant Screen; and

(ii) for so long as the notes are listed on the Official List and traded on the Irish Stock Exchange and the rules of the Irish Stock Exchange so permit, (A) published by delivery to the applicable clearing system, or (B) filed with the Companies Announcement Office of the Irish Stock Exchange for publication in the Announcements section of the website of the Irish Stock Exchange.

(b) ***Date of Publication***

Any notices so published shall be deemed to have been given on the fourth day after the date of posting, or as the case may be, on the date of such publication or, if published more than once on different dates, on the first date on which publication shall have been made in the newspaper or newspapers in which (or on the Relevant Screen on which) publication is required , or, in the case of notices provided pursuant to 12.10(a)(ii)(A) above, on the same day that such notice was delivered.

(c) **Global Notes**

While the Master Issuer Notes are represented by Global Notes, any notice to Noteholders will be valid if such notice is provided in accordance with **Condition 12.10(a)** or (at the option of the Master Issuer) if delivered to DTC (in the case of any Master Issuer Notes cleared through DTC) or to Euroclear and/or Clearstream, Luxembourg (in the case of the Master Issuer Notes cleared through Euroclear and/or Clearstream, Luxembourg) or (if specified in the applicable Final Terms) if delivered through an **Alternative Clearing System** specified therein. Any notice delivered to the DTC, Euroclear and/or Clearstream, Luxembourg and/or such Alternative Clearing System will be deemed to be given on the next day after such delivery.

(d) ***Note Trustee's Discretion to Select Alternative Method***

The Note Trustee shall be at liberty to sanction some other method of giving notice to the Noteholders or any Series or Class or category of them having regard to market practice then prevailing and to the requirements of the stock exchanges on which the Master Issuer Notes are then admitted for trading and provided that notice of such other method is given to the Noteholders in such manner as the Note Trustee shall require.

13. **Further Master Issuer Notes**

13.1 *Issuance of Further Master Issuer Notes*

In respect of Master Issuer Notes issued after 27 June 2012, the Master Issuer may, without the consent of the Noteholders, raise further funds, from time to time, on any date by the creation and issue of further master issuer notes (**Further Master Issuer Notes**) carrying the same terms and conditions in all respects (or in all respects except for the Interest Commencement Date) as, and so that the same shall be consolidated and form a single series and rank *pari passu* with the relevant class of the Master Issuer Notes provided that:

(a) the issuance tests have been satisfied (including written confirmation from S&P, Fitch and Moody's that the then current rating of the Rated Master Issuer Notes outstanding as of that time will not be reduced, withdrawn or qualified because of the new issue) as described in Clause 2.7 of the Note Trust Deed and the other Transaction Documents;

(b) the aggregate principal amount of all Further Master Issuer Notes to be issued on such date is not less than £10,000,000 (or an equivalent amount in any other currency when converted at the applicable exchange rate); and

(c) any Further Master Issuer Notes which are assigned a rating are assigned the same ratings as are then applicable to the class of Master Issuer Notes with which they are to be consolidated and form a single series; and

(d) an amount equal to the aggregate principal amount of such Further Master Issuer Notes will be on-lent by the Master Issuer to Funding.

13.2 *Governing Law and Jurisdiction*

The Master Issuer Transaction Documents and the Master Issuer Notes (and any non-contractual obligations arising out of or in connection with such documents or such notes, as the case may be) are and will be governed by English law unless specifically stated to the contrary. Certain provisions in the Master Issuer Transaction Documents relating to property situated in Scotland are governed by Scots law. Unless specifically stated to the contrary:

(a) the courts of England are to have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Master Issuer Notes and the Master Issuer Transaction Documents (including any claims or disputes relating to any non-contractual obligations arising out of or in connection with such Transaction Documents or Master Issuer Notes, as the case may be); and

(b) the Master Issuer and the other parties to the Master Issuer Transaction Documents irrevocably submit to the non-exclusive jurisdiction of the courts of England.

13.3 *Contracts (Rights of Third Parties) Act 1999*

No person shall have any right to enforce any term or condition of the Master Issuer Notes under the Contracts (Rights of Third Parties) Act 1999, but this shall not affect any right or remedy of a third party which exists or is available apart from that Act.

13.4 *Definitions*

Unless otherwise defined in these Conditions or unless the context otherwise requires, in these Conditions the following words shall have the following meanings and any other capitalised terms used in these Conditions shall have the meanings ascribed to them in the Master Issuer Master Definitions and Construction Schedule:

A Term Advances means the Term Advances made by the Master Issuer to Funding under the Master Intercompany Loan Agreement from the proceeds of issue of the Class M Notes of any Series;

AA Term Advances means the Term Advances made by the Master Issuer to Funding under the Master Intercompany Loan Agreement from the proceeds of issue of the Class B Notes of any Series;

AAA Term Advances means the Term Advances made by the Master Issuer to Funding under the Master Intercompany Loan Agreement from the proceeds of issue of the Class A Notes of any Series;

Accrual Yield means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the yield specified as such for such Notes in the relevant Final Terms;

Account Bank A means the bank at which the Funding Transaction Account is maintained from time to time, being, as at the date hereof, The Bank of New York Mellon, acting through its London Branch and thereafter such other Authorised Entity as Funding may choose with the prior written approval of the Security Trustee;

Account Bank B means the bank at which the Funding GIC Account and the Mortgages Trustee GIC Account are maintained from time to time, being, as at the date hereof, Santander UK acting through its office at 21 Prescot Street, London E1 8AD and thereafter such other Authorised Entity as Funding may choose with the prior written approval of the Security Trustee or as the Mortgages Trustee may choose with the prior written consent of the Beneficiaries;

Additional Business Centre means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, each place specified as such for such Notes in the relevant Final Terms;

Agents means the Paying Agents, the Transfer Agent, the Registrar and the Agent Bank;

Agent Bank means The Bank of New York Mellon, acting through its London branch, in its capacity as agent bank at its Specified Office or such other person for the time being acting as agent bank under the Paying Agent and Agent Bank Agreement;

AUD-BBR-BBSW means the average mid rate for Australian dollars of exchange which appears on the Reuters Screen BBSW Page;

Available Principal Receipts means the amount of Master Issuer Principal Receipts allocable to the Money Market Notes on each Interest Payment Date that is a Transfer Date;

Base Prospectus means the base prospectus of the Master Issuer from time to time, the most recent being the base prospectus dated 4 November 2010;

BBB Term Advances means the Term Advances made by the Master Issuer to Funding under the Master Intercompany Loan Agreement from the proceeds of issue of the Class C Notes of any Series;

Broken Amount means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the amount specified as such (if any) for such notes in the relevant Final Terms;

Called Notes has the meaning set forth in **Condition 6.8**;

CDOR means Canadian Dealer Offered Rate, the recognised benchmark index for Canadian bankers' acceptances, as further described in the Master Issuer Master Definitions and Construction Schedule under "Canadian Bankers Acceptances";

Class or **class** means, in relation to the Master Issuer Notes and the Noteholders, the Class A Notes, the Class B Notes, the Class M Notes, the Class C Notes or the Class Z Notes, as the context requires, and the respective holders thereof;

Class A Noteholders means the Holders of the Class A Notes;

Class A Notes means Master Issuer Notes of any Series designated as such in the relevant Final Terms;

Class B Noteholders means the Holders of the Class B Notes;

Class B Notes means Master Issuer Notes of any Series designated as such in the relevant Final Terms;

Class C Noteholders means the Holders of the Class C Notes;

Class C Notes means Master Issuer Notes of any Series designated as such in the relevant Final Terms;

Class M Noteholders means the Holders of the Class M Notes;

Class M Notes means Master Issuer Notes of any Series designated as such in the relevant Final Terms;

Class Z Noteholders means the Holders of the Class Z Notes;

Class Z Notes means Master Issuer Notes of any Series designated as such in the relevant

Clearstream, Luxembourg means Clearstream Banking, société anonyme;

Closing Date has the meaning given to it in the applicable Final Terms;

Conditional Purchaser means the entity specified as such in the relevant Final Terms;

Conditional Purchase Confirmation means a confirmation provided by the Remarketing Bank to the Master Issuer or the Principal Paying Agent that the conditional purchaser has purchased an interest in, or has had transferred to it or on its behalf, an interest in all of the Money Market Notes;

Definitive Notes means the note certificates representing the Master Issuer Notes while in definitive form;

Designated Account means the account (which, in the case of a payment in Japanese Yen to a non-resident of Japan, shall be a non-resident account) maintained by a Holder with a Designated Bank and identified as such in the Register;

Designated Bank means (in the case of payment in a Specified Currency other than euro) a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively) and (in the case of a payment in euro) any bank which processes payments in euro;

Determination Date means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the date(s) specified as such (if any) for such notes in the applicable Final Terms;

Determination Period has the meaning indicated in **Condition 5.1**;

Distribution Compliance Period is the period which is prior to the first business day that is 40 days following the later of the commencement of the offering and the Closing Date;

Dollars, **US$**, **U.S. Dollars** or **$** means the lawful currency for the time being of the United States of America;

EURIBOR means the Euro-zone inter-bank offered rate;

Euro, **euro** or **€** means the currency of the Member States of the European Union that adopt the single currency in accordance with the Treaty of Rome of 25 March 1957, establishing the European Community, as amended from time to time;

Euroclear means Euroclear Bank S.A./N.V.;

Extraordinary Resolution means a resolution passed at a meeting of the Noteholders of a particular Class, Series or Series and Class (or Sub-Class) duly convened and held in accordance with the provisions of the Trust Deed by a majority consisting of not less than three-fourths of the persons voting thereat upon a show of hands or if a poll is duly demanded by a majority consisting of not less than three-fourths of the votes cast on such poll;

Final Maturity Date means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the date specified as such for such notes in the applicable Final Terms;

Final Purchase Date has the meaning set forth in **Condition 6.8**;

Final Terms means, in relation to any Series of Master Issuer Notes, the final terms issued in relation to such Series of Master Issuer Notes as a supplement to these Conditions and giving details of, *inter alia*, the amount and price of such Series of Master Issuer Notes and which forms a part of the Base Prospectus in relation to such Series of Master Issuer Notes;

Fixed Coupon Amount means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the amount specified as such (if any) for such Master Issuer Notes in the relevant Final Terms;

Funding means Holmes Funding Limited;

Further Master Issuer Notes means further master issuer notes issued by the Master Issuer in accordance with Condition 13.1 and carrying the same terms and conditions in all respects (or in all respects except for the Interest Commencement Date) as, and so that the same shall be consolidated and form a single series and rank *pari passu* with, any class of Master Issuer Notes;

Global Notes means the U.S. Global Notes and the Reg S Global Notes;

Holder has the meaning indicated in **Condition 1.2**;

Initial Purchase Date has the meaning set forth in **Condition 6.8**;

Interest Commencement Date means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the Closing Date of such notes or such other date as may be specified as such for such notes in the relevant Final Terms;

Interest Payment Date means in respect of a series and class (or sub-class) of Master Issuer Notes, the interest payment dates specified in the Final Terms for payment of interest and/or principal, subject to the terms and conditions of the Master Issuer Notes;

Irish Stock Exchange means Irish Stock Exchange plc;

ISDA Definitions means the 2000 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc.;

Issue Terms means in relation to any Series of Non-ISE Listed Notes, the issue terms issued in relation to such Series of Non-ISE Listed Notes as a supplement to these Conditions and giving details of, *inter alia*, the amount and price of such Series of Non-ISE Listed Notes;

JPY-LIBOR means the London inter-bank offered rate for deposits in Japanese yen;

LIBOR means the London inter-bank offered rate, as further described in the Master Issuer Master Definitions and Construction Schedule;

Listed Notes means each Series and Class (or Sub-Class) of Master Issuer Notes which is admitted to the Official List and admitted to trading on the Irish Stock Exchange's Main Securities Market;

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

Mandatory Transfer Termination Event shall occur if the conditional purchaser has purchased an interest in all the Money Market Notes of the relevant Series and Class (or Sub-Class);

Margin means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the amount specified as such for such notes in the applicable Final Terms;

Master Intercompany Loan means, at any time, the aggregate of all Term Advances advanced under the Master Intercompany Loan Agreement;

Master Intercompany Loan Agreement means the loan agreement (i) entered into the Programme Date between, among others, Funding, the Master Issuer and the Security Trustee (as amended, novated, restated, replaced or supplemented from time to time) and (ii) to be entered into in respect of each issue of Further Master Issuer Notes on the relevant closing date, in each case and made between, among others, Funding and the Master Issuer;

Master Issuer means Holmes Master Issuer PLC;

Master Issuer Account Banks means the Sterling Account Bank and the Non-Sterling Account Bank;

Master Issuer Account Agreement means the bank account agreement entered into on the Programme Date between the Master Issuer, the Master Issuer Cash Manager, the Master Issuer Account Banks and the Master Issuer Security Trustee;

Master Issuer Cash Management Agreement means the cash management agreement dated the Programme Date between, amongst others, the Master Issuer Cash Manager, the Master Issuer and the Master Issuer Security Trustee;

Master Issuer Cash Manager means Santander UK or such other person or persons for the time being acting, under the Master Issuer Cash Management Agreement, as agent, *inter alia*, for the Master Issuer;

Master Issuer Deed of Charge means the deed of charge entered into on the Programme Date, as amended and restated from time to time, between, among others, the Master Issuer and the Master Issuer Security Trustee and each deed of accession or supplement entered into in connection therewith;

Master Issuer Dollar Currency Swap Agreements means, in respect of a Series and Class or (Sub-Class) of Master Issuer Notes denominated in Dollars, the 1992 ISDA Master Agreements (Multicurrency-Cross Border), schedules thereto and confirmations thereunder relating to the Master Issuer Dollar Currency Swaps to be entered into on or before the relevant Closing Date in respect of such Series and Class or (Sub-Class) between the Master Issuer, the relevant Master Issuer Swap Provider and the Master Issuer Security Trustee (as amended, restated, novated, replaced or supplemented from time to time);

Master Issuer Dollar Currency Swap Rate means the rates at which Dollars are converted into Sterling or, as the case may be, Sterling is converted into Dollars pursuant to the relevant Master Issuer Dollar Currency Swap Agreement or, if no relevant Master Issuer Dollar Currency Swap Agreements are in effect at such time, the "spot" rate at which Dollars are converted into Sterling or, as the case may be, Sterling is converted to Dollars on the foreign exchange markets;

Master Issuer Dollar Currency Swaps means the sterling-dollar currency swaps which enable the Master Issuer to receive and pay amounts under the Master Intercompany Loan in sterling and to receive and pay amounts under the Dollar Notes;

Master Issuer Euro Currency Swap Agreements means, in respect of a Series and Class or (Sub-Class) of Master Issuer Notes denominated in Euro, the 1992 ISDA Master Agreements (Multicurrency-Cross Border), schedules thereto and confirmations thereunder relating to the Master Issuer Euro Currency Swaps to be entered into on or before the relevant Closing Date in respect of such Series and Class or (Sub-Class) between the Master Issuer, the relevant Master Issuer Swap Provider and the Master Issuer Security Trustee (as amended, restated, novated, replaced or supplemented from time to time);

Master Issuer Euro Currency Swap Rate means the rates at which Euro are converted into Sterling or, as the case may be, Sterling is converted into Euro pursuant to the relevant Master Issuer Euro Currency Swap Agreement or, if no relevant Master Issuer Euro Currency Swap Agreements are in effect at such time, the "spot" rate at which Euro are converted into Sterling or, as the case may be, Sterling is converted to Euro on the foreign exchange markets;

Master Issuer Euro Currency Swaps means the sterling-euro currency swaps which enable the Master Issuer to receive and pay amounts under the Master Intercompany Loan in sterling and to receive and pay amounts under the euro denominated notes;

Master Issuer Master Definitions and Construction Schedule means the master definitions and construction schedule dated the Programme Date, as amended and restated from time to time, setting out, among other things, definitions which apply to certain Master Issuer Transaction Documents;

Master Issuer Notes means any Global Notes or Definitive Notes (including, for the avoidance of doubt, any Global Notes or Definitive Notes in respect of any Further Master Issuer Notes);

Master Issuer Paying Agent and Agent Bank Agreement means the paying agent and agent bank agreement entered into on the Programme Date between, among others, the Master Issuer, the Paying Agents, the Transfer Agent, the Registrar, the Agent Bank and the Master Issuer Security Trustee (as amended, novated, restated, replaced or supplemented from time to time);

Master Issuer Post-Enforcement Call Option Agreement means the post-enforcement call option agreement entered into on the Programme Date between the Master Issuer, the Post-Enforcement Call Option Holder and the Master Issuer Security Trustee (as amended, novated, restated, replaced or supplemented from time to time);

Master Issuer Principal Receipts means an amount equal to the sum of all principal amounts repaid by Funding to the Master Issuer under the Master Intercompany Loan;

Master Issuer Priority of Payments means the Master Issuer pre-enforcement revenue priority of payments, the Master Issuer pre-enforcement principal priority of payments or the Master Issuer post-enforcement priority of payments, as the case may be, each as set out in the Master Issuer Cash Management Agreement or the Master Issuer Deed of Charge (as the case may be);

Master Issuer Secured Creditors means the Master Issuer Security Trustee, the Master Issuer Swap Providers, the Note Trustee, the Noteholders, the Master Issuer Account Banks the Paying Agents, the Agent Bank, the Transfer Agent, the Registrar, the Corporate Services Provider, the Master Issuer Cash Manager and any new Master Issuer secured creditor who accedes to the Master Issuer Deed of Charge from time to time under a deed of accession or a supplemental deed;

Master Issuer Security means the security created by the Master Issuer pursuant to the Master Issuer Deed of Charge;

Master Issuer Security Trustee means The Bank of New York Mellon, acting through its London branch and its successors or any other security trustee under the Master Issuer Deed of Charge;

Master Issuer Swap Agreements means the Master Issuer Dollar Currency Swap Agreements and the Master Issuer Euro Currency Swap Agreements;

Master Issuer Swap Provider means either ANTS or the institutions identified in respect of each Master Issuer Swap Agreement in relation to the relevant Series and Class (or Sub-Class) of Master Issuer Notes and shall be identified as such in the relevant drawdown prospectus or supplemental prospectus;

Master Issuer Transaction Documents means the Mortgage Sale Agreement, the Servicing Agreement, the Mortgages Trust Deed, the Cash Management Agreement, the Master Issuer Corporate Services Agreement, the Master Intercompany Loan Agreement, the Funding Deed of Charge, the Funding Guaranteed Investment Contract, the Mortgages Trustee Guaranteed Investment Contract, the Bank Account Agreement, the Master Issuer Bank Account Agreement, the Master Issuer Deed of Charge, the Trust Deed, the Paying Agent and Agent Bank Agreement, the Master Issuer Cash Management Agreement, the Master Issuer Post Enforcement Call Option Agreement, the Master Issuer Swap Agreements, the Initial Purchase Agreement, the Subscription Agreement, the Funding Swap Agreement, the Corporate Services Agreement, the Master Definitions and Construction Schedules and such other related documents which are referred to in the terms of the above documents;

Maximum Rate of Interest means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the rate of interest specified as such for such notes in the applicable Final Terms;

Minimum Rate of Interest means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the rate of interest specified as such for such notes in the applicable Final Terms;

Money Market Notes means Master Issuer Notes which will be "Eligible Securities" within the meaning of Rule 2a-7 under the Investment Company Act;

Non-ISE Listed Notes means any notes listed and/or traded on any exchange other than the Irish Stock Exchange;

Non-Sterling Account Bank means Citibank, N.A., London Branch or such other person for the time being acting as non-sterling account bank to the Master Issuer under the Master Issuer Bank Account Agreement;

Note Determination Date means the date four Business Days prior to each Interest Payment Date;

Note Enforcement Notice has the meaning indicated in **Condition 10.6**;

Note Event of Default means the occurrence of an event of default by the Master Issuer as specified in **Condition 10**;

Note Principal Payment has the meaning indicated in **Condition 6.3**;

Note Trustee means The Bank of New York and its successors or any further or other note trustee under the Trust Deed, as trustee for the Noteholders;

Noteholders means the Holders for the time being of the Master Issuer Notes;

NR Term Advances means the Term Advances made by the Master Issuer to Funding under the Master Intercompany Loan Agreement from the proceeds of issue of the Class Z Notes of any Series;

Official List means the official list of securities maintained by the Irish Stock Exchange;

Paying Agents means the Principal Paying Agent and the U.S. Paying Agent, together with any further or other paying agents for the time being appointed under the Paying Agent and Agent Bank Agreement;

Principal Amount Outstanding has the meaning indicated in **Condition 6.3**;

Principal Paying Agent means The Bank of New York, acting through its London branch, in its capacity as principal paying agent at its Specified Office or such other person for the time being acting as principal paying agent under the Paying Agent and Agent Bank Agreement;

Programme Date means 28 November 2006;

Purchase Option has the meaning set forth in **Condition 6.8**;

Rate of Interest and **Rates of Interest** means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the rate or rates (expressed as a percentage per annum) of interest payable in respect of such notes specified in the applicable Final Terms or calculated and determined in accordance with the applicable Final Terms;

Rating Agencies means Standard & Poor's Ratings Services, a division of Standard & Poor's Credit Market Services Europe Limited, Moody's Investors Service Limited and Fitch Ratings Ltd.;

Reference Banks has the meaning given to it in the Master Issuer Master Definitions and Construction Schedule;

Reference Price means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the price specified as such for such notes in the applicable Final Terms;

Reference Rate means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the rate specified as such for such notes in the applicable Final Terms;

Regulation S means Regulation S under the Securities Act;

Reg S Global Notes means the note certificates representing the Reg S Notes while in global form;

Reg S Notes means each Series and Class (or Sub-Class) of Master Issuer Notes sold in reliance on Regulation S;

Register means the register of Noteholders kept by the Registrar and which records the identity of each Noteholder and the number of Master Issuer Notes that each Noteholder owns;

Registrar means The Bank of New York Mellon (Luxembourg) S.A. of Aerogolf Center, 1A, Hoehenhof, L-1736 Senningerberg, Luxembourg;

Relevant Screen means a page of the Reuters service or Bloomberg service, or any other medium for electronic display of data as may be previously approved in writing by the Note Trustee and has been notified to Noteholders in the manner set out in **Condition 12.10**;

Relevant Screen Page means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the screen page specified as such for such notes in the applicable Final Terms;

Remarketing Bank means the entity specified as such in the relevant Final Terms;

Remarketing Period means, in respect of each Transfer Date (as specified in the relevant Final Terms), the period from and including the 15th business day prior to such Transfer Date through and including the 10th business day prior to such Transfer Date, unless otherwise specified in the relevant Final Terms;

Repayment Tests means the test set out in paragraph 3 of Part 2 of Schedule 3 to the Funding Deed of Charge;

Rule 144A means Rule 144A of the Securities Act;

Santander UK means Santander UK plc (registered number 2294747), a public limited company incorporated under the laws of England and Wales, whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN, United Kingdom;

Santander UK Optional Purchase Agreement means the agreement (if any) to be entered into between Santander UK and the Note Trustee pursuant to which Santander UK will be entitled to procure the sale to itself of all, but not some only, of the Class B Notes and/or Class M Notes and/or Class C Notes and/or Class Z Notes in accordance with **Condition 6.8** and the relevant Final Terms;

Securities Act means the United States Securities Act of 1933, as amended;

Security Trustee means The Bank of New York Mellon, acting through its London Branch or such other persons and all other persons for the time being acting as security trustee pursuant to the Funding Deed of Charge;

Series means in relation to the Master Issuer Notes, all Master Issuer Notes (of any Class) issued on a given day and designated as such;

Series and Class (or Sub-Class) means, a particular Class of Master Issuer Notes of a given Series or, where such Class of such Series comprises more than one sub-class, **Series and Class (or Sub-Class)** means any sub-class of such Class;

Specified Currency means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the currency or currencies specified as such for such notes in the applicable Final Terms;

Specified Currency Exchange Rate means, in relation to a Series and Class (or Sub-Class) of Master Issuer Notes, the exchange rate specified in the Master Issuer Swap Agreement relating to such Series and Class (or Sub-Class) of Master Issuer Notes or, if the Master Issuer Swap Agreement has been terminated, the applicable spot rate;

Specified Date has the meaning indicated in **Condition 12.6**;

Specified Denomination means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the denomination specified as such for such notes in the applicable Final Terms which shall be a minimum of €100,000 or such other amount specified in the applicable Final Terms (or its equivalent in any other currency at the date of issue of such notes);

Specified Office means, as the context may require, in relation to any of the Agents, the office specified against the name of such Agent in the Paying Agent and Agent Bank Agreement or such other specified office as may be notified to the Master Issuer and the Note Trustee pursuant to the Paying Agent and Agency Bank Agreement;

Specified Time has the meaning indicated in **Condition 5.2(b)(ii)**;

Sterling Account Bank means Santander UK or such other person for the time being acting as sterling account bank to the Master Issuer under the Master Issuer Bank Account Agreement;

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

Sterling Notes means each Series and Class (or Sub-Class) of Master Issuer Notes denominated in Sterling;

Sub-Class means any sub-class of a Series and Class of Master Issuer Notes;

sub-unit means, with respect to any currency other than Sterling, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to Sterling, one pence;

Term Advances means the AAA Term Advances, the AA Term Advances, the A Term Advances, the BBB Term Advances and the NR Term Advances, being the advances made by the Master Issuer to Funding, pursuant to the Master Intercompany Loan Agreement, each being funded from proceeds received by the Master Issuer from the issue of a Series and Class (or Sub-Class) of Master Issuer Notes;

Transaction Documents means the Master Issuer Transaction Documents, the previous intercompany loan agreements, the current start-up loan agreements, the previous swap agreements, and any new intercompany loan agreements, new start-up loan agreements, new swap agreements, other documents relating to issues of new notes by new issuing entities, the mortgages trustee guaranteed investment contract and all other agreements referred to therein;

Transfer Agent means The Bank of New York Mellon (Luxembourg) S.A. in its capacity as transfer agent at its Specified Office or such other person for the time being acting as transfer agent under the Paying Agent and Agent Bank Agreement;

Transfer Date means, in respect of a Series and Class (or Sub-Class) of Money Market Notes, the date(s) specified as such in the relevant Final Terms;

Transfer Price means, in respect of each Money Market Note as at a Transfer Date, the Principal Amount Outstanding of such Money Market Note on that Transfer Date, following the application of Available Principal Receipts on such date;

Trust Deed means the trust deed entered into on the Programme Date as amended and restated from time to time between the Master Issuer and the Note Trustee, and each supplemental deed entered into in connection therewith;

USD-LIBOR means the London inter-bank offered rate for deposits in U.S. Dollars, as further described in the Master Issuer Master Definitions and Construction Schedule;

U.S. Global Notes means each U.S. Note represented on issue by a Global Note in registered form for each such Class;

U.S. Notes means each Series and Class (or Sub-Class) of Master Issuer Notes sold in reliance on Rule 144A; and

U.S. Paying Agent means The Bank of New York Mellon, New York Branch, acting in its capacity as U.S. paying agent through its New York office or such other person for the time being acting as U.S. paying agent under the Paying Agent and Agent Bank Agreement.

SCHEDULE 5

PROVISIONS FOR MEETINGS OF NOTEHOLDERS

1. (a) As used in this Schedule the following expressions shall have the following meanings unless the context otherwise requires:

(i) **voting certificate** shall mean an English language certificate issued by a Paying Agent and dated in which it is stated:

(A) that on the date thereof Master Issuer Notes (represented by a Global Master Issuer Note and not being Master Issuer Notes in respect of which a block voting instruction has been issued and is outstanding in respect of the meeting specified in such voting certificate or any adjourned such meeting) were (to the satisfaction of such Paying Agent) held to its order or under its control and that no such Master Issuer Notes will cease to be so held until the first to occur of:

I. the conclusion of the meeting specified in such certificate or, if applicable, of any adjourned such meeting; and

II. the surrender of the certificate to the Paying Agent who issued the same; and

(B) that the bearer thereof is entitled to attend and vote at such meeting and any adjourned such meeting in respect of the Master Issuer Notes represented by such certificate;

(ii) **block voting instruction** shall mean an English language document issued by a Paying Agent and dated in which:

(A) it is certified that Master Issuer Notes (represented by a Global Master Issuer Note and not being Master Issuer Notes in respect of which a voting certificate has been issued and is outstanding in respect of the meeting specified in such block voting instruction and any adjourned such meeting) were (to the satisfaction of such Paying Agent) held to its order or under its control and that no such Master Issuer Notes will cease to be so held until the first to occur of:

I. the conclusion of the meeting specified in such document or, if applicable, of any adjourned such meeting; and

II. the surrender to that Paying Agent not less than 48 hours before the time for which such meeting or any adjourned such meeting is convened of the receipt issued by such Paying Agent in respect of each such Master Issuer Note which is to be released or (as the case may require)the Master Issuer Note or Master Issuer Notes ceasing with the agreement of that Paying Agent to be held to its order or under its control and the giving of notice by that Paying Agent to the Master Issuer in accordance with paragraph 17 hereof of the necessary amendment to the block voting instruction;

(B) it is certified that each holder of such Master Issuer Notes has instructed such Paying Agent that the vote(s) attributable to the Master Issuer Note or Master Issuer Notes so held should be cast in a particular way in relation to the resolution or resolutions to be put to such meeting or any adjourned such meeting and that all such instructions are during the period commencing 48 hours prior to the time for which such meeting or any adjourned such meeting is convened and ending at the conclusion or adjournment thereof neither revocable nor capable of amendment;

(C) the aggregate principal amount of the Master Issuer Notes so held are listed distinguishing with regard to each such resolution between those in respect of which instructions have been given as aforesaid that the votes attributable thereto should be cast in favour of the resolution and those in respect of which instructions have been so given that the votes attributable thereto should be cast against the resolution; and

(D) one or more persons named in such document (each hereinafter called a **proxy**) is or are authorised and instructed by such Paying Agent to cast the votes attributable to the Master Issuer Notes so listed in accordance with the instructions referred to in (C) above as set out in such document;

(iii) **24 hours** shall mean a period of 24 hours including all or part of a day upon which banks are open for business in both the place where the relevant meeting is to be held and in each of the places where the Paying Agents have their specified offices (disregarding for this purpose the day upon which such meeting is to be held) and such period shall be extended by one period or, to the extent necessary, more periods of 24 hours until there is included as aforesaid all or part of a day upon which banks are open for business in all of the places as aforesaid;

(iv) **48 hours** shall mean a period of 48 hours including all or part of two days upon which banks are open for business both in the place where the relevant meeting is to be held and in each of the places where the Paying Agents have their specified offices (disregarding for this purpose the day upon which such meeting is to be held) and such period shall be extended by one period or, to the extent necessary, more periods of 24 hours until there is included as aforesaid all or part of two days upon which banks are open for business in all of the places as aforesaid; and

(v) **Notes** and **Noteholders** shall mean:

(A) in connection with a single meeting of Class A Noteholders, Class A Master Issuer Notes and Class A Noteholders, respectively;

(B) in connection with a single meeting of Class B Noteholders, Class B Master Issuer Notes and Class B Noteholders, respectively;

(C) in connection with a single meeting of Class M Noteholders, Class M Master Issuer Notes and Class M Noteholders, respectively;

(D) in connection with a single meeting of Class C Noteholders, Class C Master Issuer Notes and Class C Noteholders, respectively; and

(E) in connection with a single meeting of Class Z Noteholders, Class Z Master Issuer Notes and Class Z Noteholders, respectively.

(b) A holder of a Note represented by a Global Master Issuer Note may obtain a voting certificate in respect of such Master Issuer Note from a Paying Agent or require a Paying Agent to issue a block voting instruction in respect of such Master Issuer Note or by such Master Issuer Note (to the satisfaction of such Paying Agent) being held to its order or under its control, in each case not less than 48 hours before the time fixed for the relevant meeting and on the terms set out in subparagraph 1(a)(i)(A) or 1(a)(ii)(A) above (as the case may be), and (in the case of a block voting instruction) instructing such Paying Agent to the effect set out in subparagraph 1(a)(ii)(B) above. The holder of any voting certificate or the proxies named in any block voting instruction shall for all purposes in connection with the relevant meeting or adjourned meeting of Noteholders be deemed to be the holder of the Master Issuer Notes to which such voting certificate or block voting instruction relates and the person holding the same to the order or under the control of such Paying Agent shall be deemed for such purposes not to be the holder of those Master Issuer Notes.

(c) (i) A holder of Definitive Notes may, by an instrument in writing in the English language (a **form of proxy**) signed by the holder or, in the case of a corporation, executed under its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation and delivered to the specified office of the Registrar not less than 48 hours before the time fixed for the relevant meeting, appoint any person (a **proxy**) to act on his or its behalf in connection with any meeting of the Noteholders and any adjourned such meeting.

(ii) Any holder of Definitive Notes which is a corporation may by resolution of its directors or other governing body authorise any person to act as its representative (a **representative**) in connection with any meeting of the Noteholders and any adjourned such meeting.

(iii) Any proxy appointed pursuant to subparagraph (i) above or representative appointed pursuant to subparagraph (ii) above shall so long as such appointment remains in force be deemed, for all purposes in connection with the relevant meeting or adjourned meeting of the Noteholders, to be the holder of the Definitive Notes to which such appointment relates and the holder of the Definitive Notes shall be deemed for such purposes not to be the holder.

(d) For so long as any Note is represented by a Global Master Issuer Note registered in the name of DTC or its nominee, DTC may mail an Omnibus Proxy to the Master Issuer in accordance with and in the form used by DTC as part of its usual procedures from time to time in relation to meetings of Noteholders. Such Omnibus Proxy shall assign the voting rights in respect of the relevant meeting to DTC's direct participants as of the record date specified therein. Any such assignee participant may, by an instrument in writing in the English language signed by such assignee participant, or, in the case of a corporation, executed under its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation and delivered to the specified office of any Paying Agent before the time fixed for the relevant meeting, appoint any person (a "**sub-proxy**") to act on his or its behalf in connection with any

meeting of Noteholders and any adjourned such meeting. All references to "**proxy**" or "**proxies**" in this Schedule other than in this sub-paragraph (d) shall be read so as to include references to "**sub-proxy**" or "**sub-proxies**".

(e) References in this Schedule to "Class" shall, where applicable, be read as "Sub-Class" in respect of any meetings of Sub-Classes of Master Issuer Notes.

2. The Master Issuer or the Note Trustee may at any time and the Note Trustee shall upon a requisition in writing signed by the holders of not less than one-tenth in principal amount of the Master Issuer Notes of any Class for the time being outstanding convene a meeting of the holders and if the Master Issuer makes default for a period of seven days in convening such a meeting the same may be convened by the Note Trustee or the requisitionists. Every such meeting shall be held at such time and place as the Note Trustee may appoint or approve.

3. At least 21 days' notice (exclusive of the day on which the notice is given and the day on which the meeting is to be held) specifying the place, day and hour of meeting shall be given to the relevant Noteholders prior to any meeting of such Noteholders. Such notice, which shall be in the English language, shall state generally the nature of the business to be transacted at the meeting thereby convened but (except for an Extraordinary Resolution) it shall not be necessary to specify in such notice the terms of any resolution to be proposed. Such notice shall include statements, if applicable, to the effect that (a) Notes represented by a Global Master Issuer Note may, not less than 48 hours before the time fixed for the meeting, be held to the order or under the control of any Paying Agent (to its satisfaction) for the purpose of obtaining voting certificates or appointing proxies and (b) the holders of Definitive Notes of the relevant class may appoint proxies by executing and delivering a form of proxy in the English language to the specified office of the Registrar not less than 48 hours before the time fixed for the meeting or, in the case of corporations, may appoint representatives by resolution of their directors or other governing body. A copy of the notice shall be sent by post to the Note Trustee (unless the meeting is convened by the Note Trustee) and to the Master Issuer (unless the meeting is convened by the Master Issuer).

4. A person (who may but need not be a Noteholder) nominated in writing by the Note Trustee shall be entitled to take the chair at the relevant meeting or adjourned meeting but if no such nomination is made or if at any meeting or adjourned meeting the person nominated shall not be present within 15 minutes after the time appointed for holding the meeting or adjourned meeting the Noteholders present shall choose one of their number to be Chairman, failing which the Master Issuer may appoint a Chairman. The Chairman of an adjourned meeting need not be the same person as was Chairman of the meeting from which the adjournment took place.

5. At any such meeting one or more persons present holding Notes of the relevant Series and Class (or Sub-Class) or of any one or more Series of the same Class for the time being outstanding or voting certificates or being proxies or representatives and holding or representing in the aggregate not less than 50 per cent. of the Principal Amount Outstanding of the Master Issuer Notes of the relevant Series and Class (or Sub-Class) or of any one or more Series of the same Class for the time being outstanding shall (except for the purpose of passing an Extraordinary Resolution (including, for the avoidance of doubt, a Programme Resolution)) form a quorum for the transaction of business and no business (other than the choosing of a Chairman) shall be transacted at any meeting unless the requisite quorum be present at the commencement of the relevant business. The quorum at any such meeting for passing an Extraordinary Resolution (including, for the avoidance of doubt, a Programme Resolution) shall (subject as provided below) be one or more persons present holding or representing Notes of the relevant Series and Class (or Sub-Class) or of any one or more Series of the same Class or voting certificates or being proxies or representatives and holding

or representing in the aggregate not less than 50 per cent. in Principal Amount Outstanding of the Master Issuer Notes of the relevant Series and Class (or Sub-Class) or of any one or more Series of the same Class then outstanding (or, at any adjourned meeting, not less one or more persons being or representing Noteholders whatever the Principal Amount Outstanding of the Master Issuer Notes of the relevant Series and Class (or Sub-Class) or of any one or more Series of the same Class) **PROVIDED THAT** at any meeting the business of which includes the passing of an Extraordinary Resolution to sanction any of the following matters (each a **Basic Terms Modification**) namely:

(a) reduction or cancellation of the amount payable or, where applicable, modification, except where such modification is in the opinion of the Note Trustee bound to result in an increase, of the method of calculating the amount payable or modification of the date of payment or, where applicable, of the method of calculating the date of payment in respect of any principal or interest in respect of the Master Issuer Notes of the relevant Series and Class (or Sub-Class);

(b) alteration of the currency in which payments under such Notes are to be made;

(c) alteration of the quorum or majority required to pass an Extraordinary Resolution in respect of any such Basic Terms Modification; and

(d) alteration of this proviso or the proviso to paragraph 6 below,

the quorum for passing the requisite Extraordinary Resolution shall be one or more persons present holding Notes of the relevant Series and Class (or Sub-Class) or voting certificates or being proxies or representatives and holding or representing in the aggregate not less than 75 per cent. (or, at any adjourned meeting, not less than 25 per cent.) of the Principal Amount Outstanding of the Master Issuer Notes of the relevant Series and Class (or Sub-Class) for the time being outstanding.

Notwithstanding the provisions set out above, any Extraordinary Resolution of the Noteholders of any Class of Notes of any Series to direct the Note Trustee to give a Note Enforcement Notice pursuant to Condition 9 (Events of Default) of the Terms and Conditions of the Master Issuer Notes or to take any enforcement action or instruct the Master Issuer Security Trustee to enforce the Master Issuer Security pursuant to Condition 10 (Enforcement of Master Issuer Notes) of the Terms and Conditions of the Master Issuer Notes, shall only be capable of being passed as a Programme Resolution. The quorum at any such meeting for passing a Programme Resolution shall be one or more persons present holding or representing Notes of the relevant Class and holding or representing in the aggregate not less than 50 per cent. in Principal Amount Outstanding of the Master Issuer Notes of the relevant Class then outstanding (or, at any adjourned meeting, one or more persons being or representing Noteholders whatever the aggregate Principal Amount Outstanding of the Master Issuer Notes of such Class so held or represented).

6. If within 15 minutes (or such longer period not exceeding 30 minutes as the Chairman may decide) after the time appointed for any such meeting a quorum is not present for the transaction of any particular business, then, subject and without prejudice to the transaction of the business (if any) for which a quorum is present, the meeting shall if convened upon the requisition of Noteholders be dissolved. In any other case it shall stand adjourned to the same day in the next week (or if such day is a public holiday the next succeeding Business Day) at the same time and place (except in the case of a meeting at which an Extraordinary Resolution is to be proposed in which case it shall stand adjourned for such period, being not less than 13 clear days nor more than 42 clear days, and to such place as may be appointed by the Chairman either at or subsequent to such meeting and approved by the Note Trustee). If

within 15 minutes (or such longer period not exceeding 30 minutes as the Chairman may decide) after the time appointed for any adjourned meeting a quorum is not present for the transaction of any particular business, then, subject and without prejudice to the transaction of the business (if any) for which a quorum is present, the Chairman may either (with the approval of the Note Trustee) dissolve such meeting or adjourn the same for such period, being not less than 13 clear days (but without any maximum number of clear days), and to such place as may be appointed by the Chairman either at or subsequent to such adjourned meeting and approved by the Note Trustee, and the provisions of this sentence shall apply to all further adjourned such meetings. At any adjourned meeting one or more persons present holding Definitive Notes or voting certificates or being proxies or representatives (whatever the principal amount of the Master Issuer Notes so held or represented by them) shall (subject as provided below) form a quorum and shall (subject as provided below) have power to pass any Extraordinary Resolution or other resolution and to decide upon all matters which could properly have been dealt with at the meeting from which the adjournment took place had the requisite quorum been present **PROVIDED THAT** at any adjourned meeting the quorum for the transaction of business comprising any of the matters specified in the proviso to paragraph 5 above shall be one or more persons present holding Definitive Notes or voting certificates or being proxies or representatives and holding or representing in the aggregate not less than one-third of the principal amount of the Master Issuer Notes of the relevant Series and Class/es (or Sub-Classes) for the time being outstanding.

7. Notice of any adjourned meeting at which an Extraordinary Resolution is to be submitted shall be given in the same manner as notice of an original meeting but as if 10 were substituted for 21 in paragraph 3 above and such notice shall state the relevant quorum. Subject as aforesaid it shall not be necessary to give any notice of an adjourned meeting.

8. Every question submitted to a meeting shall be decided in the first instance by a show of hands and in case of equality of votes the Chairman shall both on a show of hands and on a poll have a casting vote in addition to the vote or votes (if any) to which he may be entitled as a Noteholder or as a holder of a voting certificate or as a proxy or as a representative.

9. At any meeting unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman, the Master Issuer, the Note Trustee or any person present holding a Definitive Note or a voting certificate or being a proxy or representative (whatever the principal amount of the Master Issuer Notes so held or represented by him) a declaration by the Chairman that a resolution has been carried or carried by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

10. Subject to paragraph 12 below, if at any such meeting a poll is so demanded it shall be taken in such manner and subject as hereinafter provided either at once or after an adjournment as the Chairman directs and the result of such poll shall be deemed to be the resolution of the meeting at which the poll was demanded as at the date of the taking of the poll. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the motion on which the poll has been demanded.

11. The Chairman may with the consent of (and shall if directed by) any such meeting adjourn the same from time to time and from place to place but no business shall be transacted at any adjourned meeting except business which might lawfully (but for lack of required quorum) have been transacted at the meeting from which the adjournment took place.

12. Any poll demanded at any such meeting on the election of a Chairman or on any question of adjournment shall be taken at the meeting without adjournment.

13. The Note Trustee and its lawyers and any director, officer or employee of a corporation being a trustee of the Master Issuer Trust Deed and any director or officer of the Master Issuer and its lawyers and any other person authorised so to do by the Note Trustee may attend and speak at any meeting. Save as aforesaid, but without prejudice to the definition of Principal Amount Outstanding, no person shall be entitled to attend and speak nor shall any person be entitled to vote at any meeting of the Noteholders or join with others in requesting the convening of such a meeting or to exercise the rights conferred on the Noteholders by Clause 10 of the Master Issuer Trust Deed unless he either produces Master Issuer Note(s) or a voting certificate or is a proxy or a representative or is the holder of a Definitive Note or Definitive Notes. No person shall be entitled to vote at any meeting in respect of Notes held by, for the benefit of, or on behalf of, the Master Issuer. Nothing herein shall prevent any of the proxies named in any block voting instruction or form of proxy or any representative from being a director, officer or representative of or otherwise connected with the Master Issuer.

14. Subject as provided in paragraph 13 above, at any meeting:

    (a) on a show of hands every person who is present in person and produces a voting certificate or is a holder of Notes or is a proxy or representative shall have one vote; and

    (b) on a poll every person who is so present shall have one vote in respect of each £1 (or such other amount as the Note Trustee may in its absolute discretion stipulate) in respect of Sterling Master Issuer Notes, US$1 (or such other amount as the Note Trustee may in its absolute discretion stipulate) in respect of Dollar Master Issuer Notes, EUR1 (or such other amount as the Note Trustee may in its absolute discretion stipulate) in respect of Euro Master Issuer Notes or such amount as the Note Trustee may in its absolute discretion stipulate in respect of Master Issuer Notes denominated in any other Specified Currency in Principal Amount Outstanding of the Master Issuer Notes represented by the voting certificate so produced or in respect of which he is a proxy or representative or in respect of which he is the holder.

    Without prejudice to the obligations of the proxies named in any block voting instruction or form of proxy any person entitled to more than one vote need not use all his votes or cast all the votes to which he is entitled in the same way.

15. The proxies named in any block voting instruction or form of proxy and representatives need not be Noteholders.

16. Each block voting instruction together (if so requested by the Note Trustee) with proof satisfactory to the Note Trustee of its due execution on behalf of the relevant Paying Agent and each form of proxy shall be deposited by the relevant Paying Agent or (as the case may be) by the Registrar at such place as the Note Trustee shall approve not less than 24 hours before the time appointed for holding the meeting or adjourned meeting at which the proxies named in the block voting instruction or form of proxy propose to vote and in default the block voting instruction or form of proxy shall not be treated as valid unless the Chairman of the meeting decides otherwise before such meeting or adjourned meeting proceeds to business. A notarially certified copy of each block voting instruction and form of proxy shall be deposited with the Note Trustee before the commencement of the meeting or adjourned meeting but the Note Trustee shall not thereby be obliged to investigate or be concerned with the validity of or the authority of the proxies named in any such block voting instruction or form of proxy.

17. Any vote given in accordance with the terms of a block voting instruction or form of proxy shall be valid notwithstanding the previous revocation or amendment of the block voting

instruction or form of proxy or of any of the Noteholders' instructions pursuant to which it was executed provided that no intimation in writing of such revocation or amendment shall have been received from the relevant Paying Agent or in the case of a Definitive Note from the holder thereof by the Master Issuer at its registered office (or such other place as may have been required or approved by the Note Trustee for the purpose) by the time being 24 hours and 48 hours respectively before the time appointed for holding the meeting or adjourned meeting at which the block voting instruction or form of proxy is to be used.

18. Subject always to the provisions of Clause 19 of the Master Issuer Trust Deed, a meeting of the Noteholders shall in addition to the powers hereinbefore given have the following powers exercisable only by Extraordinary Resolution (subject to the provisions relating to quorum contained in paragraphs 5 and 6 above) namely:

(a) power to sanction any compromise or arrangement proposed to be made between the Master Issuer, the Note Trustee, any appointee of the Note Trustee and the Noteholders or any of them;

(b) power to sanction any abrogation, modification, compromise or arrangement in respect of the rights of the Note Trustee, any appointee of the Note Trustee, the Noteholders or the Master Issuer against any other or others of them or against any other party to any of the Transaction Documents or against any of their property whether such rights shall arise under the Master Issuer Trust Deed, any other Transaction Document or otherwise;

(c) power to assent to any modification of the provisions of the Conditions, the Master Issuer Trust Deed or any other Transaction Document which shall be proposed by the Master Issuer, the Note Trustee, any Noteholder or any other person;

(d) power to give any authority or sanction which under the provisions of the Conditions or the Master Issuer Trust Deed is required to be given by Extraordinary Resolution;

(e) power to appoint any persons (whether Noteholders or not) as a committee or committees to represent the interests of the Noteholders and to confer upon such committee or committees any powers or discretions which the Noteholders could themselves exercise by Extraordinary Resolution;

(f) power to approve of a person to be appointed a trustee and power to remove any trustee or trustees for the time being of the Master Issuer Trust Deed;

(g) power to discharge or exonerate the Note Trustee and/or any appointee of the Note Trustee from all liability in respect of any act or omission for which the Note Trustee and/or such appointee may have become responsible under the Master Issuer Trust Deed;

(h) power to authorise the Note Trustee and/or any appointee of the Note Trustee to concur in and execute and do all such deeds, instruments, acts and things as may be necessary to carry out and give effect to any Extraordinary Resolution; and

(i) power to sanction any scheme or proposal for the exchange or sale of the Master Issuer Notes for or the conversion of the Master Issuer Notes into or the cancellation of the Master Issuer Notes in consideration of shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or notes of the Master Issuer or any other company formed or to be formed, or for or into or in consideration of cash, or partly for or into or in consideration of such shares, stock, notes, bonds, debentures,

debenture stock and/or other obligations and/or notes as aforesaid and partly for or into or in consideration of cash and for the appointment of some person with power on behalf of the Noteholders to execute an instrument of transfer of the Definitive Notes held by them in favour of the persons with or to whom the Master Issuer Notes are to be exchanged or sold respectively,

PROVIDED THAT:

(i) no Extraordinary Resolution of the Class A Noteholders or the Class B Noteholders or the Class M Noteholders or the Class C Noteholders or the Class Z Noteholders (in each case of any one or more Series) to sanction a modification of the Conditions, the Master Issuer Trust Deed or any of the other Transaction Documents or a waiver or authorisation of any breach or proposed breach of any of the provisions of the Conditions, the Master Issuer Trust Deed or any of the other Transaction Documents shall be effective for any purpose unless either:

(A) the Note Trustee is of the opinion that it will not be materially prejudicial to the interests of (in the case of an Extraordinary Resolution of the Class A Noteholders) the Class B Noteholders, the Class M Noteholders, the Class C Noteholders and the Class Z Noteholders, in each case of each Series, or (in the case of an Extraordinary Resolution of the Class B Noteholders) the Class M Noteholders, the Class C Noteholders and the Class Z Noteholders, in each case of each Series, or (in the case of an Extraordinary Resolution of the Class M Noteholders) the Class C Noteholders and the Class Z Noteholders of each Series or (in the case of an Extraordinary Resolution of the Class C Noteholders) the Class Z Noteholders of each Series; or

(B) it shall have been sanctioned by an Extraordinary Resolution of (in the case of an Extraordinary Resolution of the Class A Noteholders) the Class B Noteholders, the Class M Noteholders, the Class C Noteholders and the Class Z Noteholders, in each case of each Series, or (in the case of an Extraordinary Resolution of the Class B Noteholders) the Class M Noteholders, the Class C Noteholders and the Class Z Noteholders, in each case of each Series, or (in the case of an Extraordinary Resolution of the Class M Noteholders) the Class C Noteholders and the Class Z Noteholders of each Series or (in the case of an Extraordinary Resolution of the Class C Noteholders) the Class Z Noteholders of each Series;

(ii) no Extraordinary Resolution of the Class B Noteholders of any Series shall be effective for any purpose while any Class A Master Issuer Notes (of that Series or any other Series) remain outstanding unless either (A) the Note Trustee is of the opinion that it will not be materially prejudicial to the interests of the Class A Noteholders of each Series or (B) it is sanctioned by an Extraordinary Resolution of the Class A Noteholders of each Series;

(iii) no Extraordinary Resolution of the Class M Noteholders of any Series shall be effective for any purpose while any Class A Master Issuer Notes or Class B Master Issuer Notes (in each case, of that Series or of any other Series) remain outstanding unless either (A) the Note Trustee is of the opinion that it will not be materially prejudicial to the interests of the Class A Noteholders and/or the Class B Noteholders (as the case may be), in each case of each Series, or (B) it is sanctioned by an Extraordinary Resolution of the Class A Noteholders and/or the Class B Noteholders (as the case may be) of each Series;

(iv) no Extraordinary Resolution of the Class C Noteholders of any Series shall be effective for any purpose while any Class A Master Issuer Notes, Class B Master Issuer Notes or Class M Master Issuer Notes (in each case, of that Series or of any other Series) remain outstanding unless either (A) the Note Trustee is of the opinion that it will not be materially prejudicial to the interests of the Class A Noteholders and/or the Class B Noteholders and/or the Class M Noteholders (as the case may be), in each case of each Series, or (B) it is sanctioned by an Extraordinary Resolution of the Class A Noteholders and/or the Class B Noteholders and/or the Class M Noteholders (as the case may be) of each Series; and

(v) no Extraordinary Resolution of the Class Z Noteholders of any Series shall be effective for any purpose while any Class A Master Issuer Notes, Class B Master Issuer Notes, Class M Master Issuer Notes or Class C Master Issuer Notes (in each case, of that Series or of any other Series) remain outstanding unless either (A) the Note Trustee is of the opinion that it will not be materially prejudicial to the interests of the Class A Noteholders and/or the Class B Noteholders and/or the Class M Noteholders and/or the Class C Noteholders (as the case may be), in each case of each Series, or (B) it is sanctioned by an Extraordinary Resolution of the Class A Noteholders and/or the Class B Noteholders and/or the Class M Noteholders and/or the Class C Noteholders (as the case may be) of each Series.

19. Subject to the provisos to paragraph 18 above, any resolution passed at a meeting of the Noteholders duly convened and held in accordance with the Master Issuer Trust Deed shall be binding upon the Noteholders of all Classes whether present or not present at such meeting and whether or not voting and each of them shall be bound to give effect thereto accordingly and the passing of any such resolution shall be conclusive evidence that the circumstances justify the passing thereof. Notice of the result of the voting on any resolution duly considered by the Noteholders shall be given by the Master Issuer to the Noteholders in accordance with Condition 14 within 14 days of such result being known **PROVIDED THAT** the non-publication of such notice shall not invalidate such result.

20. Subject to paragraph 5 above:

(a) A resolution which, in the sole opinion of the Note Trustee, affects the interests of the holders of one Sub-Class or Series (as the case may be) only of Class A Master Issuer Notes shall be deemed to have been duly passed if passed at a meeting of the holders of that Class of the Class A Master Issuer Notes.

(b) A resolution which, in the sole opinion of the Note Trustee, affects the interests of the holders of any two or more Sub-Classes or Series (as the case may be) of Class A Master Issuer Notes, but does not give rise to a conflict of interest between the holders of such two or more Sub-Classes or Series (as the case may be) of Class A Master Issuer Notes, shall be deemed to have been duly passed if passed at a single meeting of the holders of such two or more Sub-Classes or Series (as the case may be) of Class A Master Issuer Notes.

(c) A resolution which, in the sole opinion of the Note Trustee, affects the interests of the holders of any two or more Sub-Classes or Series (as the case may be) of Class A Master Issuer Notes, and gives or may give rise to a conflict of interest between the holders of such two or more Sub-Classes or Series (as the case may be) of Class A Master Issuer Notes, shall be deemed to have been duly passed only if, in lieu of being passed at a single meeting of the holders of such two or more Sub-Classes or Series (as the case may be) of Class A Master Issuer Notes, it shall be duly passed at

separate meetings of the holders of each of such two or more Sub-Classes or Series (as the case may be) of Class A Master Issuer Notes.

21. Subject to paragraph 5 above:

(a) A resolution which, in the sole opinion of the Note Trustee, affects the interests of the holders of one Sub-Class or Series (as the case may be) only of Class B Master Issuer Notes shall be deemed to have been duly passed if passed at a meeting of the holders of that Class of the Class B Master Issuer Notes.

(b) A resolution which, in the sole opinion of the Note Trustee, affects the interests of the holders of any two or more Sub-Classes or Series (as the case may be) of Class B Master Issuer Notes, but does not give rise to a conflict of interest between the holders of such two or more Sub-Classes or Series (as the case may be) of Class B Master Issuer Notes, shall be deemed to have been duly passed if passed at a single meeting of the holders of such two or more Sub-Classes or Series (as the case may be) of Class B Master Issuer Notes.

(c) A resolution which, in the sole opinion of the Note Trustee, affects the interests of the holders of any two or more Sub-Classes or Series (as the case may be) of Class B Master Issuer Notes, and gives or may give rise to a conflict of interest between the holders of such two or more Sub-Classes or Series (as the case may be) of Class B Master Issuer Notes, shall be deemed to have been duly passed only if, in lieu of being passed at a single meeting of the holders of such two or more Sub-Classes or Series (as the case may be) of Class B Master Issuer Notes, it shall be duly passed at separate meetings of the holders of such two or more Sub-Classes or Series (as the case may be) of Class B Master Issuer Notes.

22. Subject to paragraph 5 above:

(a) A resolution which, in the sole opinion of the Note Trustee, affects the interests of the holders of one Sub-Class or Series (as the case may be) only of Class M Master Issuer Notes shall be deemed to have been duly passed if passed at a meeting of the holders of that Class of the Class M Master Issuer Notes.

(b) A resolution which, in the sole opinion of the Note Trustee, affects the interests of the holders of any two or more Sub-Classes or Series (as the case may be) of Class M Master Issuer Notes, but does not give rise to a conflict of interest between the holders of such two or more Sub-Classes or Series (as the case may be) of Class M Master Issuer Notes, shall be deemed to have been duly passed if passed at a single meeting of the holders of such two or more Sub-Classes or Series (as the case may be) of Class M Master Issuer Notes.

(c) A resolution which, in the sole opinion of the Note Trustee, affects the interests of the holders of any two or more Sub-Classes or Series (as the case may be) of Class M Notes, and gives or may give rise to a conflict of interest between the holders of such two or more Sub-Classes or Series (as the case may be) of the Class M Master Issuer Notes, shall be deemed to have been duly passed only if, in lieu of being passed at a single meeting of the holders of such two or more Sub-Classes or Series (as the case may be) of Class M Master Issuer Notes, it shall be duly passed at separate meetings of the holders of such two or more Sub-Classes or Series (as the case may be) of Class M Master Issuer Notes.

23. Subject to paragraph 5 above:

(a) A resolution which, in the sole opinion of the Note Trustee, affects the interests of the holders of one Sub-Class or Series (as the case may be) only of Class C Master Issuer Notes shall be deemed to have been duly passed if passed at a meeting of the holders of that Class of Class C Master Issuer Notes.

(b) A resolution which, in the sole opinion of the Note Trustee, affects the interests of the holders of any two or more Sub-Classes or Series (as the case may be) of Class C Master Issuer Notes, but does not give rise to a conflict of interest between the holders of such two or more Sub-Classes or Series (as the case may be) of Class C Master Issuer Notes, shall be deemed to have been duly passed if passed at a single meeting of the holders of such two or more Sub-Classes or Series (as the case may be) of Class C Master Issuer Notes.

(c) A resolution which, in the sole opinion of the Note Trustee, affects the interests of the holders of any two or more Sub-Classes or Series (as the case may be) of Class C Master Issuer Notes, and gives or may give rise to a conflict of interest between the holders of such two or more Sub-Classes or Series (as the case may be) of Class C Master Issuer Notes, shall be deemed to have been duly passed only if, in lieu of being passed at a single meeting of the holders of such two or more Sub-Classes or Series (as the case may be) of Class C Master Issuer Notes, it shall be duly passed at separate meetings of the holders of such two or more Sub-Classes or Series (as the case may be) of Class C Master Issuer Notes.

24. Subject to paragraph 5 above:

(a) A resolution which, in the sole opinion of the Note Trustee, affects the interests of the holders of one Sub-Class or Series (as the case may be) only of Class Z Master Issuer Notes shall be deemed to have been duly passed if passed at a meeting of the holders of that Class of Class Z Master Issuer Notes.

(b) A resolution which, in the sole opinion of the Note Trustee, affects the interests of the holders of any two or more Sub-Classes or Series (as the case may be) of Class Z Master Issuer Notes, but does not give rise to a conflict of interest between the holders of such two or more Sub-Classes or Series (as the case may be) of Class Z Master Issuer Notes, shall be deemed to have been duly passed if passed at a single meeting of the holders of such two or more Sub-Classes or Series (as the case may be) of Class Z Master Issuer Notes.

(c) A resolution which, in the sole opinion of the Note Trustee, affects the interests of the holders of any two or more Sub-Classes or Series (as the case may be) of Class Z Master Issuer Notes, and gives or may give rise to a conflict of interest between the holders of such two or more Sub-Classes or Series (as the case may be) of Class Z Master Issuer Notes, shall be deemed to have been duly passed only if, in lieu of being passed at a single meeting of the holders of such two or more Sub-Classes or Series (as the case may be)of Class Z Master Issuer Notes, it shall be duly passed at separate meetings of the holders of such two or more Sub-Classes or Series (as the case may be) of Class Z Master Issuer Notes.

25. In the case of a single meeting of the holders of Master Issuer Notes of two or more Classes which are not all denominated in the same currency, the Principal Amount Outstanding of any Note denominated in a Specified Currency other than Sterling shall be converted into Sterling at the relevant Master Issuer Swap Rate.

26. (a) The expression **Extraordinary Resolution** when used in the Master Issuer Trust Deed means (i) a resolution passed at a meeting of the Noteholders of a relevant Class or Classes of Master Issuer Notes duly convened and held in accordance with the provisions of this Schedule 4 by a majority consisting of not less than three-fourths of the persons voting thereat upon a show of hands or if a poll is duly demanded by a majority consisting of not less than three-fourths of the votes cast on such poll or (ii) a resolution in writing signed by or on behalf of all the Noteholders of a relevant class or classes of Master Issuer Notes, which resolution in writing may be contained in one document or in several documents in like form each signed by or on behalf of one or more of the Noteholders of a relevant Class or Classes of Master Issuer Notes.

(b) The expression **Programme Resolution** when used in the Master Issuer Trust Deed means any Extraordinary Resolution passed at a single meeting of the Noteholders of the Master Issuer Notes of all Series of the relevant Class.

27. Minutes of all resolutions and proceedings at every meeting of the Noteholders shall be made and entered in books to be from time to time provided for that purpose by the Master Issuer and any such Minutes as aforesaid if purporting to be signed by the Chairman of the meeting at which such resolutions were passed or proceedings transacted shall be conclusive evidence of the matters therein contained and, until the contrary is proved, every such meeting in respect of the proceedings of which Minutes have been made shall be deemed to have been duly held and convened and all resolutions passed or proceedings transacted thereat to have been duly passed or transacted.

28. Subject to all other provisions of the Master Issuer Trust Deed, the Note Trustee may without the consent of the Master Issuer or the Noteholders prescribe such further regulations regarding the requisitioning and/or the holding of meetings of Noteholders and attendance and voting thereat as the Note Trustee may in its sole discretion think fit.

SIGNATORIES

The Master Issuer

EXECUTED and DELIVERED as a DEED by)
HOLMES MASTER ISSUER PLC)
acting by one director)

[redacted]

Director

in the presence of

Witness name:

Signature:

Address:

[redacted]

The Note Trustee

EXECUTED as a DEED by)
THE BANK OF NEW YORK MELLON)
)
acting by its duly authorised signatory:)

SIGNATORIES

The Master Issuer

EXECUTED and DELIVERED as a DEED by)
HOLMES MASTER ISSUER PLC)
acting by one director)

Director

in the presence of

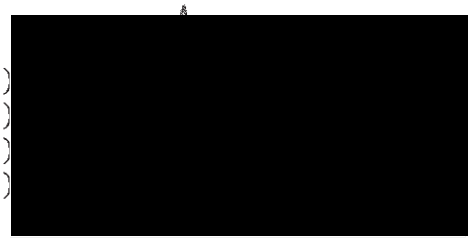
Witness name:

Signature:

Address:

The Note Trustee

EXECUTED as a DEED by)
THE BANK OF NEW YORK MELLON)
)
acting by its duly authorised signatory:)



EXECUTION VERSION

SUPPLEMENTAL MASTER ISSUER TRUST DEED

DATED 26 MAY 2016

HOLMES MASTER ISSUER PLC
(as Master Issuer)

and

THE BANK OF NEW YORK MELLON, LONDON BRANCH
(as Note Trustee)

relating to a

Residential Mortgage-Backed Note Issuance Programme

ALLEN & OVERY

Allen & Overy LLP

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THIS SUPPLEMENTAL MASTER ISSUER TRUST DEED is made on 26 May 2016

BETWEEN:

(1) **HOLMES MASTER ISSUER PLC** (registered number 5953811) whose registered office is at, 2 Triton Square, Regent's Place, London NW1 3AN (the **Master Issuer**); and

(2) **THE BANK OF NEW YORK MELLON**, **LONDON BRANCH** a New York banking corporation whose London branch address is at 40th Floor, One Canada Square, London E14 5AL (acting in its capacity as **Note Trustee**, which expression shall include such company and all other persons and companies for the time being acting as note trustee under this Deed).

WHEREAS:

(A) This Deed is supplemental to the Master Issuer Trust Deed made between the parties hereto dated 28 November 2006, as amended and restated and/or supplemented on 20 June 2007, 12 November 2010, 25 March 2011, 29 June 2012, 28 August 2012, 29 August 2013 and 18 December 2014 (hereinafter referred to as the **Existing Master Issuer Trust Deed**).

(B) As of the date hereof, the Master Issuer may, from time to time, issue Class Z Variable Funding Notes constituted by the Master Issuer Trust Deed and secured by the Master Issuer Deed of Charge.

NOW THIS SUPPLEMENTAL MASTER ISSUER TRUST DEED WITNESSES AND IT IS AGREED AND DECLARED as follows:

1. INTERPRETATION AND CONSTRUCTION

1.1 The Thirteenth Amended and Restated Master Definitions and Construction Schedule signed for the purposes of identification by Allen & Overy LLP and Slaughter and May on 26 May 2016 (the **Master Definitions and Construction Schedule**) and the Seventeenth Amended and Restated Master Issuer Master Definitions and Construction Schedule signed for the purposes of identification by Allen & Overy LLP and Slaughter and May on 26 May 2016 (the **Master Issuer Master Definitions and Construction Schedule**), in each case as the same may be amended, varied or supplemented from time to time in accordance with the terms thereof, are expressly and specifically incorporated into this Deed and, accordingly, the expressions defined in the Master Definitions and Construction Schedule and the Master 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 hereto, and this Deed shall be construed in accordance with the interpretation provisions set out in clause 2 (*Interpretation and Construction*) of the Master Definitions and Construction Schedule and clause 2 (*Interpretation and Construction*) of the Master Issuer Master Definitions and Construction Schedule. In the event of a conflict between the Master Definitions and Construction Schedule and the Master Issuer Master Definitions and Construction Schedule, the Master Issuer Master Definitions and Construction Schedule shall prevail.

2. AMENDMENT OF EXISTING MASTER ISSUER TRUST DEED

2.1 ERISA

The Master Issuer and the Note Trustee agree that the following wording shall be inserted at the end of Clause 5.4(a) (Rule 144A Legend) of the Existing Master Issuer Trust Deed:

"BY ITS ACQUISITION HEREOF, THE HOLDER REPRESENTS THAT EITHER (A) IT IS NOT AND FOR SO LONG AS IT HOLDS THE NOTE REPRESENTED HEREBY (OR ANY INTEREST HEREIN) WILL NOT BE (I) AN "EMPLOYEE BENEFIT PLAN" AS DEFINED IN SECTION 3(3) OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**") THAT IS SUBJECT TO TITLE I OF ERISA, (II) A "PLAN" AS DEFINED IN AND SUBJECT TO SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**"), (III) AN ENTITY WHOSE UNDERLYING ASSETS INCLUDE THE ASSETS OF ANY SUCH EMPLOYEE BENEFIT PLAN SUBJECT TO ERISA OR OTHER PLAN SUBJECT TO SECTION 4975 OF THE CODE, OR (IV) A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN WHICH IS SUBJECT TO ANY STATE, LOCAL, OTHER FEDERAL LAW OF THE UNITED STATES OR NON-U.S. LAW THAT IS SUBSTANTIALLY SIMILAR TO THE PROVISIONS OF SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE, OR (B) ITS ACQUISITION, HOLDING AND DISPOSITION OF THE NOTE REPRESENTED HEREBY WILL NOT RESULT IN A PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE, OR, IN THE CASE OF SUCH A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN, ANY SUCH SUBSTANTIALLY SIMILAR STATE, LOCAL, OTHER FEDERAL LAW OF THE UNITED STATES OR NON-U.S. LAW, FOR WHICH AN EXEMPTION IS NOT AVAILABLE."

2.2 Transfer of Class Z Variable Funding Notes

The Master Issuer and the Note Trustee agree that a new Clause 5.8 (a), (b), (c) and (d) shall be inserted into the Existing Master Issuer Trust Deed as follows:

"(a) Without prejudice to Clause 5.7 above, upon deposit of the funds received in relation to the subscription of any Increase Amount subscribed under a Class Z Variable Funding Note, the Master Issuer (or the Master Issuer Cash Manager on its behalf) shall promptly:

(i) notify the Registrar of such subscription; and

(ii) procure the updating of the Register to reflect such subscription.

Without prejudice to Clause 5.7 above, the Master Issuer shall procure the updating of the Register upon any repayment or prepayment of each Class Z Variable Funding Note.

(b) Title to the Class Z Variable Funding Notes shall only pass by and upon registration of the transfer in the Register, provided that no transferee shall be registered as a new Class Z Variable Funding Noteholder unless (i) the prior written consent of the Master Issuer and (for so long as any Rated Notes are outstanding) the Note Trustee has been obtained (and the Note Trustee shall give its consent to such a transfer if the same has been sanctioned by an Extraordinary Resolution of the holders of the Rated Notes) and (ii) such transferee has certified to, *inter alios*, the Registrar and the Master Issuer that it is: (A) a person falling within paragraph 3 of Schedule 2A to the Insolvency Act 1986; (B) independent of the Master Issuer within the meaning of regulation 2(1) of the Taxation of Securitisation Companies Regulations 2006 and (C) a Qualifying Noteholder, by way of a Tax Certificate.

(c) The entries in the Register shall be conclusive evidence of title to and, where noted therein, beneficial interest in any Class Z Variable Funding Notes in the absence of manifest error, and the Master Issuer, Funding, the Mortgages Trustee, the Note Trustee, the Security Trustee and the Registrar shall be entitled to treat the registered holder whose identity is recorded in the Register as the holder of that Class Z Variable Funding Note, except as ordered by a court of competent jurisdiction or as required by application of law, notwithstanding notice to the contrary or anything to the contrary contained herein (but subject to any annotation of the Register in respect of the beneficial interest of the Class Z Variable Funding Note Holder) unless such person is designated a nominee for another person when, at its election, such other person may be treated as the said holder.

(d) The Master Issuer shall procure that the Register shall be available for inspection by the Note Trustee, the Security Trustee or the Class Z Variable Funding Note Holders, or any third party on behalf of any of them, at any reasonable time upon reasonable prior notice to the Master Issuer and the Registrar. No transfer or assignment of any Class Z Variable Funding Note otherwise permitted hereunder shall be effective unless and until it has been duly recorded in the Register as provided in Clause 5.7".

2.3 FATCA Withholding Tax

The Master Issuer and the Note Trustee agree that a new Clause 6(b) shall be inserted into the Existing Master Issuer Trust Deed as follows:

"(b) To the extent permitted by law, and upon reasonable written request by the Note Trustee, which request shall specify the information to be provided, the Master Issuer shall use commercially reasonable efforts to provide the Note Trustee with information in the possession of the Master Issuer so as to enable the Note Trustee to determine whether and in what amount it is obliged, in respect of payments to be made by it pursuant to this Master Issuer Trust Deed, to make any withholding or deduction pursuant to an agreement described in Section 1471(b) of the US Internal Revenue Code of 1986 (the **Code**) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code and any regulations or agreements thereunder or official interpretations thereof or any intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any law implementing such an intergovernmental agreement) (**FATCA Withholding Tax**), and the Note Trustee shall be entitled to deduct FATCA Withholding Tax and shall have no obligation to gross-up any payment hereunder or to pay any additional amount as a result of such FATCA Withholding Tax."

2.4 Qualifying Noteholder

The Master Issuer and the Note Trustee agree that a new Clause 19.1(d) and (e) shall be inserted into the Existing Master Issuer Trust Deed as follows:

"(d) Title to a Class Z Variable Funding Note shall only pass by and upon registration of the transfer in the Class Z Variable Funding Note Register provided that no transferee shall be registered as a new Class Z Variable Funding Note Holder unless (i) the prior written consent of the Master Issuer and (for so long as any Rated Notes are outstanding) the Note Trustee has been obtained (and the Note Trustee shall give its consent to such a transfer if the same has been sanctioned by an Extraordinary Resolution of the holders of the Rated Notes) and (ii) such transferee has certified to, *inter alios*, the Registrar and the Master Issuer that it is (A) a person falling within

paragraph 3 of Schedule 2A to the Insolvency Act 1986, (B) independent of the Master Issuer within the meaning of regulation 2(1) of the Taxation of Securitisation Companies Regulations 2006 and (C) a Qualifying Noteholder, by way of a Tax Certificate.

(e) A reduction in the Principal Amount Outstanding under any Class Z Variable Funding Note shall only be effective if (i) the Master Issuer has given each Rating Agency at least five Business Days' notice of the proposed reduction and (ii) none of the Rating Agencies has indicated that the then current ratings of the Rated Notes then outstanding or any rated debt instrument of Funding then outstanding (if applicable) would be downgraded, withdrawn or qualified as a result of the proposed reduction (it being acknowledged that the Master Issuer has no obligation to obtain a confirmation from any Rating Agency of no such downgrade, withdrawal or qualification)."

3. SUPPLEMENTAL

This Deed is supplemental to the Existing Master Issuer Trust Deed. Save as expressly amended by this Deed, the Existing Master Issuer Trust Deed shall remain in full force and effect and all rights, powers, obligations and immunities comprised therein and arising pursuant thereto shall remain in full force and effect notwithstanding this Deed. The Existing Master Issuer Trust Deed and this Deed shall henceforth be read and construed as one document and references in the Existing Master Issuer Trust Deed to "this Deed" shall be read as references to the Existing Master Issuer Trust Deed as amended by this Deed.

4. COUNTERPARTS

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

5. RIGHTS OF THIRD PARTIES

A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed except and to the extent (if any) that this Deed expressly provides for such Act to apply to any of its terms, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

6. 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.

7. SUBMISSION TO JURISDICTION

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

the Master Issuer in any other court of competent jurisdiction and concurrent Proceedings in any number of jurisdictions.

IN WITNESS WHEREOF this Deed has been executed as a deed by the Master Issuer and the Note Trustee and delivered on the date first stated on page 1.

SIGNATORIES

The Master Issuer

EXECUTED and DELIVERED as a DEED by)
HOLMES MASTER ISSUER PLC)
acting by one director

Director

in the presence of

Witness name:

Signature:

Address:

The Note Trustee

EXECUTED as a DEED by)
THE BANK OF NEW YORK MELLON)
)
acting by its duly authorised signatory:)

SIGNATORIES

The Master Issuer

EXECUTED and DELIVERED as a DEED by)
HOLMES MASTER ISSUER PLC)
acting by one director)

Director

in the presence of

Witness name:

Signature:

Address:

The Note Trustee

EXECUTED as a DEED by)
THE BANK OF NEW YORK MELLON)
)
acting by its duly authorised signatory:)

[redacted]

EXECUTION VERSION

SUPPLEMENTAL
MASTER ISSUER TRUST DEED

DATED 26 MAY 2016

HOLMES MASTER ISSUER PLC
(as Master Issuer)

and

THE BANK OF NEW YORK MELLON, LONDON BRANCH
(as Note Trustee)

relating to a

Residential Mortgage-Backed Note Issuance Programme

ALLEN & OVERY

Allen & Overy LLP

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Signatories 5

THIS SUPPLEMENTAL MASTER ISSUER TRUST DEED is made on 26 May 2016

BETWEEN:

(1) **HOLMES MASTER ISSUER PLC** (registered number 5953811) whose registered office is at, 2 Triton Square, Regent's Place, London NW1 3AN (the **Master Issuer**); and

(2) **THE BANK OF NEW YORK MELLON**, **LONDON BRANCH** a New York banking corporation whose London branch address is at 40th Floor, One Canada Square, London E14 5AL (acting in its capacity as **Note Trustee**, which expression shall include such company and all other persons and companies for the time being acting as note trustee under this Deed).

WHEREAS:

(A) This Deed is supplemental to the Master Issuer Trust Deed made between the parties hereto dated 28 November 2006, as amended and restated and/or supplemented on 20 June 2007, 12 November 2010, 25 March 2011, 29 June 2012, 28 August 2012, 29 August 2013 and 18 December 2014 (hereinafter referred to as the **Existing Master Issuer Trust Deed**).

(B) On 12 November 2010, the Master Issuer issued, *inter alia*, £600,000,000 Series 2010-1 Class Z Notes (the **Series 2010-1 Class Z Notes**).

(C) On 9 February 2011, the Master Issuer issued, *inter alia*, £450,000,000 Series 2011-1 Class Z Notes (the **Series 2011-1 Class Z Notes**).

(D) On 25 January 2012, the Master Issuer issued, *inter alia*, £610,000,000 Series 2012-1 Class Z Notes (the **Series 2012-1 Class Z Notes**).

(E) On 19 April 2012, the Master Issuer issued, *inter alia*, £175,000,000 Series 2012-2 Class Z Notes (the **Series 2012-2 Class Z Notes**) and together with the Series 2010-1 Class Z Notes, the Series 2011-1 Class Z Notes, the Series 2012-1 Class Z Notes and the Series 2012-2 Class Z Notes, the **Relevant Notes**).

(F) By an Extraordinary Resolution dated on or about the date hereof, the Noteholder of the Relevant Notes consented to amend the Final Terms relating to the Relevant Notes and requested the Note Trustee to concur in making such amendments and execute this Supplemental Master Issuer Trust Deed in connection with the proposed redemption in full of the Relevant Notes by the Master Issuer (the **Redemption**) on 26 May 2016 (the **Redemption Date**).

(G) On or around the Redemption Date, the Master Issuer shall issue a Class Z Variable Funding Note to Santander UK plc.

NOW THIS SUPPLEMENTAL MASTER ISSUER TRUST DEED WITNESSES AND IT IS AGREED AND DECLARED as follows:

1. INTERPRETATION AND CONSTRUCTION

1.1 The Thirteenth Amended and Restated Master Definitions and Construction Schedule signed for the purposes of identification by Allen & Overy LLP and Slaughter and May on 18 April 2016 (the **Master Definitions and Construction Schedule**) and the Seventeenth Amended and Restated Master Issuer Master Definitions and Construction Schedule signed for the purposes of identification by Allen & Overy LLP and Slaughter and May on 18 April 2016

(the **Master Issuer Master Definitions and Construction Schedule**), in each case as the same may be amended, varied or supplemented from time to time in accordance with the terms thereof, are expressly and specifically incorporated into this Deed and, accordingly, the expressions defined in the Master Definitions and Construction Schedule and the Master 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 hereto, and this Deed shall be construed in accordance with the interpretation provisions set out in clause 2 (*Interpretation and Construction*) of the Master Definitions and Construction Schedule and clause 2 (*Interpretation and Construction*) of the Master Issuer Master Definitions and Construction Schedule. In the event of a conflict between the Master Definitions and Construction Schedule and the Master Issuer Master Definitions and Construction Schedule, the Master Issuer Master Definitions and Construction Schedule shall prevail.

2. MODIFICATIONS TO THE FINAL TERMS RELATING TO THE RELEVANT NOTES

2.1 With effect on and from the date hereof, the Final Terms relating to:

(a) the Series 2010-1 Class Z Notes shall be amended such that, in respect of the Series 2010-1 Class Z Notes only, a new item 27(a) (*Optional Redemption Date*) is inserted to read:

"26 May 2016 and each date thereafter";

(b) the Series 2011-1 Class Z Notes shall be amended such that, in respect of the Series 2011-1 Class Z Notes only, a new item 27(a) (*Optional Redemption Date*) is inserted to read:

"26 May 2016 and each date thereafter"; and

(c) the Series 2012-1 Class Z Notes shall be amended such that, in respect of the Series 2012-1 Class Z Notes only, a new item 28(a) (*Optional Redemption Date*) is inserted to read:

"26 May 2016 and each date thereafter"; and

(d) the Series 2012-2 Class Z Notes shall be amended such that, in respect of the Series 2012-2 Class Z Notes only, a new item 28(a) (*Optional Redemption Date*) is inserted to read:

"26 May 2016 and each date thereafter".

2.2 A memorandum of this Supplemental Master Issuer Trust Deed shall be endorsed by the Note Trustee on the Existing Master Issuer Trust Deed and by the Master Issuer on the duplicate of the Existing Master Issuer Trust Deed.

3. DISAPPLICATION OF CERTAIN PROVISIONS IN CONNECTION WITH THE REDEMPTION

3.1 The requirement in Condition 6.4 (*Optional Redemption in Full*) for the Master Issuer to provide to the Note Trustee a certificate signed by two directors to the effect that (a) it will have the funds, not subject to any interest of any other person, required to redeem the Relevant Notes and any amounts required to be paid in priority to or *pari passu* with such

Notes in accordance with the terms and conditions of the Master Issuer Deed of Charge and the Master Issuer Cash Management Agreement and (b) the Repayment Tests will be satisfied following the making of the Redemption, shall not apply in connection with the Redemption.

3.2 The covenant given by the Master Issuer in Clause 14(s) (*Redemption Requirements*) of the Existing Master Issuer Trust Deed to (a) give prior written notice to the Note Trustee of the Redemption and (b) deliver to the Note Trustee a certificate signed by two directors of the Master Issuer certifying that the Master Issuer will have the necessary funds on the Redemption Date to redeem the Relevant Notes in full and discharge all amounts required to be paid in priority to such Notes and that all such funds will be subject to the security constituted by the Master Issuer Deed of Charge and not subject to the interest of any other person, shall not apply in connection with the Redemption.

4. SUPPLEMENTAL

This Deed is supplemental to the Existing Master Issuer Trust Deed. Save as expressly amended by this Deed, the Existing Master Issuer Trust Deed shall remain in full force and effect and all rights, powers, obligations and immunities comprised therein and arising pursuant thereto shall remain in full force and effect notwithstanding this Deed. The Existing Master Issuer Trust Deed and this Deed shall henceforth be read and construed as one document and references in the Existing Master Issuer Trust Deed to "this Deed" shall be read as references to the Existing Master Issuer Trust Deed as amended by this Deed.

5. COUNTERPARTS

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

6. RIGHTS OF THIRD PARTIES

A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed except and to the extent (if any) that this Deed expressly provides for such Act to apply to any of its terms, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

7. 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.

8. SUBMISSION TO JURISDICTION

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

IN WITNESS WHEREOF this Deed has been executed as a deed by the Master Issuer and the Note Trustee and delivered on the date first stated on page 1.

SIGNATORIES

The Master Issuer

EXECUTED and DELIVERED as a DEED by)
HOLMES MASTER ISSUER PLC)
acting by one director)

Director

in the presence of

Witness name:

Signature:

Address:

The Note Trustee

EXECUTED as a DEED by)
THE BANK OF NEW YORK MELLON)
)
acting by its duly authorised signatory:)

SIGNATORIES

The Master Issuer

EXECUTED and DELIVERED as a DEED by)
HOLMES MASTER ISSUER PLC)
acting by one director)

Director

in the presence of

Witness name:

Signature:

Address:

The Note Trustee

EXECUTED as a DEED by)
THE BANK OF NEW YORK MELLON)
)
acting by its duly authorised signatory:)

[redacted]

EXECUTION VERSION

SUPPLEMENTAL MASTER ISSUER TRUST DEED

4 OCTOBER 2017

HOLMES MASTER ISSUER PLC
(as **Master Issuer**)

and

THE BANK OF NEW YORK MELLON, LONDON BRANCH
(as **Note Trustee**)

relating to a

Residential Mortgage-Backed Note Issuance Programme

ALLEN & OVERY

Allen & Overy LLP

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THIS SUPPLEMENTAL MASTER ISSUER TRUST DEED is made on 4 October 2017

BETWEEN:

(1) **HOLMES MASTER ISSUER PLC** (registered number 5953811) whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (the **Master Issuer**); and

(2) **THE BANK OF NEW YORK MELLON**, **LONDON BRANCH** a New York banking corporation whose London branch address is at 40th Floor, One Canada Square, London E14 5AL (acting in its capacity as **Note Trustee**, which expression shall include such company and all other persons and companies for the time being acting as note trustee under this Deed).

WHEREAS:

(A) This Deed is supplemental to the Master Issuer Trust Deed made between the parties hereto dated 28 November 2006, as supplemented, amended and/or restated on 20 June 2007, 12 November 2010, 25 March 2011, 29 June 2012, 28 August 2012, 29 August 2013, 18 December 2014 and 26 May 2016 (hereinafter referred to as the **Existing Master Issuer Trust Deed**) and the Final Terms relating to the Relevant Notes (as defined below).

(B) On 26 May 2016, the Master Issuer issued, *inter alia*, £582,000,000 Series 2016-1 Class Z Notes (the **Relevant Notes**).

(C) By an Extraordinary Resolution dated on or about the date hereof, the Noteholder of the Relevant Notes consented to amend the Final Terms relating to the Relevant Notes and requested the Note Trustee to concur in making such amendments by executing this Supplemental Master Issuer Trust Deed.

NOW THIS SUPPLEMENTAL MASTER ISSUER TRUST DEED WITNESSES AND IT IS AGREED AND DECLARED as follows:

1. INTERPRETATION AND CONSTRUCTION

1.1 The Thirteenth Amended and Restated Master Definitions and Construction Schedule signed for the purposes of identification by Allen & Overy LLP and Slaughter and May on 18 April 2016 (the **Master Definitions and Construction Schedule**) and the Seventeenth Amended and Restated Master Issuer Master Definitions and Construction Schedule signed for the purposes of identification by Allen & Overy LLP and Slaughter and May on 18 April 2016 (the **Master Issuer Master Definitions and Construction Schedule**), in each case as the same may be amended, varied or supplemented from time to time in accordance with the terms thereof, are expressly and specifically incorporated into this Deed and, accordingly, the expressions defined in the Master Definitions and Construction Schedule and the Master 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 hereto, and this Deed shall be construed in accordance with the interpretation provisions set out in clause 2 (*Interpretation and Construction*) of the Master Definitions and Construction Schedule and clause 2 (*Interpretation and Construction*) of the Master Issuer Master Definitions and Construction Schedule. In the event of a conflict between the Master Definitions and Construction Schedule and the Master Issuer Master Definitions and Construction Schedule, the Master Issuer Master Definitions and Construction Schedule shall prevail.

2. MODIFICATIONS TO THE FINAL TERMS RELATING TO THE RELEVANT NOTES

2.1 With effect on and from the date hereof, the Final Terms relating to the Relevant Notes shall be amended such that, in respect of the Relevant Notes only:

(a) item 28(d) (*Optional Partial Redemption Date(s) and Instalment Amount(s)*) shall read:

"October 2017: Up to £194,440,380

January 2020: Up to £98,852,700

July 2020: Up to £165,829,260

July 2021: Up to £97,877,660

July 2023: Up to £25,000,000"; and

(b) item 54 (*Details relating to Pass-Through Term Advances*) shall read:

"Applicable – the NR Term Advance will become due and payable in the following amounts on the following Interest Payment Dates:

October 2017: £194,440,380

January 2020: £98,852,700

July 2020: £165,829,260

July 2021: £97,877,660

July 2023: £25,000,000".

2.2 A memorandum of this Supplemental Master Issuer Trust Deed shall be endorsed by the Note Trustee on the Existing Master Issuer Trust Deed and by the Master Issuer on the duplicate of the Existing Master Issuer Trust Deed.

3. SUPPLEMENTAL

This Deed is supplemental to the Existing Master Issuer Trust Deed and the Final Terms relating to the Relevant Notes. Save as expressly amended by this Deed, the Existing Master Issuer Trust Deed and the Final Terms relating to the Relevant Notes shall remain in full force and effect and all rights, powers, obligations and immunities comprised therein and arising pursuant thereto shall remain in full force and effect notwithstanding this Deed. The Final Terms relating to the Relevant Notes and this Deed shall henceforth be read and construed as one document.

4. COUNTERPARTS

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

5. RIGHTS OF THIRD PARTIES

A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed except and to the extent (if any) that this Deed expressly provides for such Act to apply to any of its terms, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

6. 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.

7. SUBMISSION TO JURISDICTION

The Master Issuer irrevocably agrees for the benefit of the Note Trustee and the Noteholders 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 Master Issuer waives any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum. The Note Trustee and the Noteholders may take any suit, action or proceeding arising out of or in connection with this Deed (including a dispute arising out of or in connection with this Deed) (together referred to as **Proceedings**) against the Master Issuer in any other court of competent jurisdiction and concurrent Proceedings in any number of jurisdictions.

IN WITNESS WHEREOF this Deed has been executed as a deed by the Master Issuer and the Note Trustee and delivered on the date first stated on page 1.

SIGNATORIES

The Master Issuer

EXECUTED and **DELIVERED** as a **DEED** by)
HOLMES MASTER ISSUER PLC)
acting by one director)

[redacted]

Director

[redacted]
Authorised Signatory
for **Wilmington Trust SP Services (London) Limited**

in the presence of

Witness name: [redacted]

Signature:

Address:

The Note Trustee

EXECUTED as a **DEED** by)
THE BANK OF NEW YORK MELLON)
)
acting by its duly authorised signatory:)

SIGNATORIES

The Master Issuer

EXECUTED and **DELIVERED** as a **DEED** by)
HOLMES MASTER ISSUER PLC)
acting by one director)

Director

in the presence of

Witness name:

Signature:

Address:

The Note Trustee

EXECUTED as a **DEED** by)
THE BANK OF NEW YORK MELLON)
)
acting by its duly authorised signatory:)

[redacted]

Authorised Signatory

EXECUTION VERSION

THIRD SUPPLEMENTAL MASTER ISSUER TRUST DEED

6 MARCH 2018

HOLMES MASTER ISSUER PLC
(as **Master Issuer**)

THE BANK OF NEW YORK MELLON, ACTING THROUGH ITS LONDON BRANCH
(as **Note Trustee**)

relating to a
Residential Mortgage-Backed Note Issuance Programme

ALLEN & OVERY

Allen & Overy LLP
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THIS THIRD SUPPLEMENTAL MASTER ISSUER TRUST DEED is made on 6 March 2018

BETWEEN:

(1) **HOLMES MASTER ISSUER PLC** (registered number 5953811) whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (the **Master Issuer**); and

(2) **THE BANK OF NEW YORK MELLON, ACTING THROUGH ITS LONDON BRANCH** whose principal office is at 40th Floor, One Canada Square, London E14 5AL (acting in its capacity as **Note Trustee**, which expression shall include such company and all other persons and companies for the time being acting as note trustee under the Master Issuer Trust Deed).

WHEREAS:

(A) This deed (this **Deed**) is supplemental to the amended and restated Master Issuer Trust Deed dated 29 June 2012, as supplemented on 28 August 2012 (hereinafter referred to as the **Existing Master Issuer Trust Deed**).

(B) The Master Issuer and the Note Trustee have agreed to enter into this Deed to supplement and amend the Existing Master Issuer Trust Deed.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION AND CONSTRUCTION

1.1 The Thirteenth Amended and Restated Master Definitions and Construction Schedule and the Seventeenth Amended and Restated Master Issuer Master Definitions and Construction Schedule, both signed for the purposes of identification by Allen & Overy LLP and Slaughter and May on 18 April 2016 (as the same may be amended, varied or supplemented from time to time in accordance with the terms thereof) are expressly and specifically incorporated into this Deed and, accordingly, the expressions defined in the Thirteenth Amended and Restated Master Definitions and Construction Schedule and the Seventeenth Amended and Restated Master 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 hereto, and this Deed shall be construed in accordance with the interpretation provisions set out in clause 2 (*Interpretation and Construction*) of the Thirteenth Amended and Restated Master Definitions and Construction Schedule and clause 2 (*Interpretation and Construction*) of the Seventeenth Amended and Restated Master Issuer Master Definitions and Construction Schedule. In the event of a conflict between the Thirteenth Amended and Restated Master Definitions and Construction Schedule and the Seventeenth Amended and Restated Master Issuer Master Definitions and Construction Schedule, the Seventeenth Amended and Restated Master Issuer Master Definitions Schedule shall prevail.

2. MODIFICATIONS TO CLAUSE 19 (*WAIVER, AUTHORISATION AND DETERMINATION*)

The Master Issuer and the Note Trustee agree that, with effect on and from the date hereof, with respect to any Notes issued on or after the date hereof only and not with respect to any Notes issued prior to the date hereof, clause 19 (*Waiver, Authorisation and Determination*) of the Existing Master Issuer Trust Deed is hereby modified to include clause 19.8 (*Additional Right of Modification*) as set out in Schedule 1 (*Clause 19.8 (Additional Right of Modification)*) hereto.

3. NEW TERMS AND CONDITIONS OF THE NOTES

The Master Issuer and the Note Trustee agree that, with effect on and from the date hereof, with respect to any Notes issued on or after the date hereof only and not with respect to any Notes issued prior to the date hereof, the Terms and Conditions of such Notes shall be as set out in Schedule 2 hereto.

4. SUPPLEMENTAL

4.1 This Deed is supplemental to the Existing Master Issuer Trust Deed. Save as expressly amended by this Deed, the Existing Master Issuer Trust Deed shall remain in full force and effect and all rights, powers, obligations and immunities comprised therein and arising pursuant thereto shall remain in full force and effect notwithstanding this Deed.

4.2 The Existing Master Issuer Trust Deed and this Deed shall henceforth be read and construed as one document and references in the Existing Master Issuer Trust Deed to "this Deed" shall be read as references to the Existing Master Issuer Trust Deed as amended by this Deed.

5. 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 or any trust deed supplemental hereto may enter into the same by executing and delivering a counterpart (including by facsimile or electronic transmission).

6. RIGHTS OF THIRD PARTIES

A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed except and to the extent (if any) that this Deed expressly provides for such Act to apply to any of its terms, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

7. GOVERNING LAW

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

8. SUBMISSION TO JURISDICTION

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

IN WITNESS WHEREOF this Deed has been executed as a deed by the Master Issuer and the Note Trustee and delivered on the date first stated on page 1.

The Master Issuer

EXECUTED and **DELIVERED** as a **DEED** by)
HOLMES MASTER ISSUER PLC)
acting by one director)

[redacted]

Director

in the presence of

Witness name:

Signature:

Address:

[redacted]

The Note Trustee

EXECUTED as a **DEED** by)
THE BANK OF NEW YORK MELLON, ACTING)
THROUGH ITS LONDON BRANCH)
acting by its duly authorised signatory:)

8. SUBMISSION TO JURISDICTION

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

IN WITNESS WHEREOF this Deed has been executed as a deed by the Master Issuer and the Note Trustee and delivered on the date first stated on page 1.

The Master Issuer

EXECUTED and **DELIVERED** as a **DEED** by)
HOLMES MASTER ISSUER PLC)
acting by one director)

Director

in the presence of

Witness name:

Signature:

Address:

The Note Trustee

EXECUTED as a **DEED** by)
THE BANK OF NEW YORK MELLON, ACTING)
THROUGH ITS LONDON BRANCH)
acting by its duly authorised signatory:)

[redacted]

SCHEDULE 1

CLAUSE 19.8 (*ADDITIONAL RIGHT OF MODIFICATION*)

Notwithstanding any other provision in this Clause 19, the Note Trustee shall be obliged, without the consent or sanction of the Noteholders, to concur with the Master Issuer, and to direct the Master Issuer Security Trustee and the Security Trustee to concur with the Master Issuer, in making any modification (other than a Basic Terms Modification, provided that a Base Rate Modification (as defined below) shall not constitute a Basic Terms Modification) to the Conditions or any of the Transaction Documents that the Master Issuer (acting on the advice of the Master Issuer Cash Manager) considers necessary for the purpose of changing the screen rate or base rate (the **Applicable Base Rate**) that then applies in respect of the Floating Rate Master Issuer Notes, the Master Issuer Swap Agreements, the Master Issuer Term Advances, in each case, in relation only to Master Issuer Notes issued on or after 5 March 2018, and/or the Funding Swaps (such replacement rate, an **Alternative Base Rate**) and making such other related or consequential amendments as are necessary or advisable in the reasonable judgment of the Master Issuer and/or Funding (in each case, acting on the advice of the Master Issuer Cash Manager) to facilitate such change (a **Base Rate Modification**), provided that, in relation to any such Base Rate Modification:

(a) the Master Issuer (or the Master Issuer Cash Manager, acting on behalf of the Master Issuer) certifies to the Note Trustee in writing (such certificate, a **Base Rate Modification Certificate**) that such Base Rate Modification is being undertaken due to:

(i) a material disruption to LIBOR, EURIBOR or any other relevant interest rate benchmark, an adverse change in the methodology of calculating such interest rate benchmark or such interest rate benchmark ceasing to exist or be published;

(ii) the insolvency or cessation of business of the administrator of LIBOR, EURIBOR or any other relevant interest rate benchmark (in circumstances where no successor administrator has been appointed);

(iii) a public statement by the administrator of LIBOR, EURIBOR or any other relevant interest rate benchmark that it has or will cease publishing the relevant interest rate benchmark permanently or indefinitely (in circumstances where no successor administrator has been appointed) or has or will change such interest rate benchmark in an adverse manner;

(iv) a public statement by the supervisor of the administrator of LIBOR, EURIBOR or any other relevant interest rate benchmark that the relevant interest rate benchmark has been or will be permanently or indefinitely discontinued or will be changed in an adverse manner;

(v) a public statement by the supervisor of the administrator of LIBOR, EURIBOR or any other relevant interest rate benchmark that means the relevant interest rate benchmark may no longer be used or that its use is or will be subject to restrictions or adverse consequences;

(vi) a public announcement of the permanent or indefinite discontinuation of the relevant screen rate or base rate that applies to the Floating Rate Master Issuer Notes at such time;

(vii) it becoming unlawful for any Paying Agent, the Agent Bank, any calculation agent, the Master Issuer or the Master Issuer Cash Manager to calculate any payments due to be made to any Noteholder or any party to the Transaction Documents using the Applicable Base Rate; or

(viii) the reasonable expectation of the Master Issuer (or the Master Issuer Cash Manager, acting on behalf of the Master Issuer) that any of the events specified in paragraphs (i) to (vii)

above will occur or exist within six months of the proposed effective date of such Base Rate Modification;

(b) such Alternative Base Rate is a base rate published, endorsed, approved or recognised by the Federal Reserve, the Bank of England or the European Central Bank, any regulator in the United States, the United Kingdom or the European Union or any stock exchange on which the Master Issuer Notes are listed (or any relevant committee or other body established, sponsored or approved by any of the foregoing);

(c) each of the Rating Agencies confirms in writing to the Issuer (copied to the Note Trustee) that the then current ratings of any Rated Notes will not be downgraded, withdrawn or qualified as a result of such Base Rate Modification (it being acknowledged that none of the Rating Agencies has any obligation to provide such confirmation at any time and that the confirmation of one of the Rating Agencies may be sufficient for that purpose; provided that (i) a written request for confirmation or response has been delivered to each Rating Agency by or on behalf of the Master Issuer (copied to the Note Trustee) and (ii) one or more Rating Agencies either (x) indicates it does not consider such confirmation or response necessary, or (y) provides no confirmation or response within a reasonable timeframe)); and

(d) the Seller or the Master Issuer pays all fees, costs and expenses (including legal fees) properly incurred by the Master Issuer, the Note Trustee and or any other Transaction Party in connection with such Base Rate Modification,

provided that:

(x) at least 35 calendar days' prior written notice of any such proposed Base Rate Modification has been given to the Note Trustee;

(y) the Base Rate Modification Certificate in relation to such Base Rate Modification shall be provided to the Note Trustee both at the time the Note Trustee is notified of the proposed Base Rate Modification and on the date that such Base Rate Modification takes effect; and

(z) the Master Issuer Cash Manager, acting on behalf of the Master Issuer, certifies in writing to the Note Trustee (which certification may be in the Base Rate Modification Certificate) that the Master Issuer has provided at least 30 calendar days' notice to the Noteholders of the proposed Base Rate Modification in accordance with Condition 12.10 (Notice to Noteholders) and Noteholders representing at least 10 per cent. of the Aggregate Principal Amount Outstanding of the most senior Class of Floating Rate Master Issuer Notes then outstanding have not contacted the Master Issuer or the Principal Paying Agent (acting on behalf of the Master Issuer) in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Floating Rate Master Issuer Notes may be held) within such notification period notifying the Master Issuer or the Principal Paying Agent (acting on behalf of the Master Issuer) that such Noteholders do not consent to the Base Rate Modification.

If Noteholders representing at least 10 per cent. of the Aggregate Principal Amount Outstanding of the most senior Class of Floating Rate Master Issuer Notes then outstanding have notified the Master Issuer or the Principal Paying Agent (acting on behalf of the Master Issuer) in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Floating Rate Master Issuer Notes may be held) within the notification period referred to above that they do not consent to the Base Rate Modification, then such Base Rate Modification will not be made unless an Extraordinary Resolution of the Noteholders of the most senior Class of Floating Rate Master Issuer Notes then outstanding is passed in favour of such Base Rate Modification in accordance with Condition 12 (*Meetings of Noteholders, Modifications and Waiver*).

Objections made other than through the applicable clearing system must be in writing and accompanied by evidence to the Note Trustee's satisfaction (having regard to prevailing market practices) of the relevant Noteholder's holding of the Master Issuer Notes.

Nothing in this Clause 19.8 affects the rights of the Noteholders of Master Issuer Notes issued prior to 5 March 2018 in relation to amendments to the Funding Swaps.

Notwithstanding anything to the contrary in this Clause 19.8, Condition 12 (*Meetings of Noteholders, Modifications and Waiver*) or any Transaction Document, when implementing any Base Rate Modification pursuant to this Clause 19.8:

(A) the Note Trustee shall not consider the interests of the Noteholders, any other Secured Creditor or any other person and shall act and rely solely, and without further enquiry or liability, on any certificate (including any Base Rate Modification Certificate) or evidence provided to it by the Master Issuer or the Master Issuer Cash Manager acting on behalf of the Master Issuer and shall not be liable to the Noteholders, any other Secured Creditor or any other person for so acting or relying, irrespective of whether any such Base Rate Modification is or may be materially prejudicial to the interests of any such person; and

(B) the Note Trustee shall not be obliged to agree to any modification which, in the sole opinion of the Note Trustee, would have the effect of (i) exposing the Note Trustee to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (ii) increasing the obligations or duties, or decreasing the rights or protections, of the Note Trustee in the Master Issuer Transaction Documents and/or the Conditions.

Any such Base Rate Modification shall be binding on all Noteholders and shall be notified by the Master Issuer as soon as reasonably practicable to each Rating Agency, the Note Trustee and the Noteholders in accordance with Condition 12.10 (*Notice to Noteholders*).

For the avoidance of doubt, the Master Issuer (or the Master Issuer Cash Manager, acting on behalf of the Master Issuer) may propose an Alternative Base Rate on more than one occasion provided that, on each such occasion, the conditions set out in this Clause 19.8 are satisfied.

SCHEDULE 2

TERMS AND CONDITIONS OF THE NOTES

The following are the terms and conditions (the **Conditions**, and any reference to a **Condition** shall be construed accordingly) of the Master Issuer Notes in the form (subject to amendment) which will be incorporated by reference into each Global Note and each Definitive Note, in the latter case only if permitted by the relevant stock exchange or other relevant authority (if any) and agreed by the issuing entity (referred to in these Conditions as the **Master Issuer**) and the relevant Dealer(s) at the time of issue but, if not so permitted and agreed, such Definitive Note will have endorsed thereon or attached thereto such Conditions. The applicable Final Terms (or the relevant provisions thereof) will be endorsed upon, or attached to, each Global Note and each Definitive Note.

The Master Issuer may issue Unlisted Notes and/or Non-LSE Listed Notes, the Issue Terms in relation to which may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with these Conditions, replace or modify these Conditions for the purpose of such Notes. Unlisted Notes and Non-LSE Listed Notes will not be issued pursuant to (and do not form part of) the base prospectus, and will not be issued pursuant to any Final Terms under the base prospectus.

The Master Issuer Notes are constituted by the Trust Deed. The security for the Master Issuer Notes is created pursuant to, and on the terms set out in, the Master Issuer Deed of Charge. By the Paying Agent and Agent Bank Agreement, provision is made for, *inter alia*, the payment of principal and interest in respect of the Master Issuer Notes.

References hereinafter to the **Master Issuer Notes** shall, unless the context otherwise requires, be references to all the notes issued by the Master Issuer and constituted by the Trust Deed and shall mean:

(a) in relation to any Master Issuer Notes of a Series and Class (or Sub-Class) represented by a Global Note, units of the lowest Specified Denomination in the Specified Currency in each case of such Series and Class (or Sub-Class);

(b) any Global Note; and

(c) any Definitive Note issued.

References hereinafter to the Noteholders shall, unless the context otherwise requires, be references to all the Noteholders.

Master Issuer Notes constituted by the Trust Deed are issued in series (each a **Series**) and each Series comprises one or more Classes (or Sub-Classes) of Master Issuer Notes. Each Series of Master Issuer Notes is subject to Final Terms. The Final Terms in relation to each Series and Class (or Sub-Class) of Master Issuer Notes (or the relevant provisions thereof) will be endorsed upon, or attached to, such Master Issuer Notes and will complete these Conditions in respect of such Master Issuer Notes. References to the **relevant Final Terms** are, in relation to a Series and Class (or Sub-Class) of Master Issuer Notes, to the Final Terms (or the relevant provisions thereof) attached to or endorsed on such Master Issuer Notes.

The statements in these Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed, the Master Issuer Deed of Charge and the Paying Agent and Agent Bank Agreement.

Copies of the Trust Deed, the Master Issuer Deed of Charge, the Master Issuer Paying Agent and Agent Bank Agreement and each of the other Master Issuer Transaction Documents are available for inspection during normal business hours at the head office for the time being of (a) the Principal Paying Agent, being at the date hereof One Canada Square, London E14 5AL and (b) the U.S. Paying Agent, being at the date hereof 101 Barclay Street, New York, NY 10286. Copies of the Final Terms of each Series of Master Issuer Notes are obtainable by Noteholders during normal business hours at the registered office of the Master Issuer and the specified office for the time being of (i) the Principal Paying Agent and (ii) the U.S. Paying Agent and any Noteholder must produce evidence satisfactory to the relevant Paying Agent as to its holding of Master Issuer Notes and identity.

The Holders of any Series and Class (or Sub-Class) of Master Issuer Notes are entitled to the benefit of, are bound by, and are deemed to have notice of all the provisions of, and definitions contained or incorporated in, the Trust Deed, the Master Issuer Deed of Charge, the Master Issuer Paying Agent and Agent Bank Agreement, each of the other Master Issuer Transaction Documents and the applicable Final Terms and to have notice of each other Final Terms relating to each other Series and Class (or Sub-Class) of Master Issuer Notes.

A glossary of definitions appears in **Condition 13.4**.

References herein to the Class A Noteholders, the Class B Noteholders, the Class M Noteholders, the Class C Noteholders and the Class Z Noteholders shall, in each case and unless specified otherwise, be references to the Holders of the Master Issuer Notes of all Series of the applicable Class and shall include the holders of any Further Master Issuer Notes issued pursuant to Condition 13.1 (*Issuance of Further Master Issuer Notes)* and the Class A Noteholders, the Class B Noteholders, the Class M Noteholders, the Class C Noteholders and the Class Z Noteholders shall be construed accordingly.

References herein to the Class A Notes, the Class B Notes, the Class M Notes, the Class C Notes and the Class Z Notes shall, in each case and unless specified otherwise, be references to the Master Issuer Notes of all Series of the applicable Class and shall include any Further Master Issuer Notes issued pursuant to Condition 13.1 (*Issuance of Further Master Issuer Notes)* forming a single series with the Class A Notes, the Class B Notes, the Class M Notes, the Class C Notes or the Class Z Notes, as the case may be.

1. Form, Denomination and Title

1.1 *Form and Denomination*

The U.S. Notes are being offered and sold to qualified institutional buyers in the United States pursuant to Rule 144A. The Reg S Notes are being offered and sold outside the United States to non-U.S. persons pursuant to Regulation S.

Each Series and Class (or Sub-Class) of Master Issuer Notes will be issued in the Specified Currency and in the Specified Denomination. Each Series and Class (or Sub-Class) of Master Issuer Notes will be initially represented either (i) by one or more Global Notes, which, in the aggregate, will represent the Principal Amount Outstanding from time to time of such Series and Class (or Sub-Class) of notes, or (ii) by one or more registered Definitive Notes, which, in aggregate, will represent the Principal Amount Outstanding from time to time of such Series and Class (or Sub-Class) of notes.

Each Reg S Global Note will be deposited with, and registered in the name of a nominee of, a common depositary (or, with respect to notes in NSS form, a common safekeeper) for Euroclear and Clearstream, Luxembourg. Each U.S. Global Note will be either (i) deposited with a custodian for, and registered in the name of Cede & Co., as nominee of DTC (or such other name as may be requested by an authorised representative of DTC) or (ii) deposited with, and registered in the name of a nominee of, a common depository (or, with respect to notes in NSS form, a common safekeeper) for Euroclear and Clearstream Luxembourg. Each Global Note will be numbered serially with an identifying number which will be recorded on the relevant Global Note and in the Register.

Each Series and Class (or Sub-Class) of Master Issuer Notes may be Fixed Rate Master Issuer Notes, Floating Rate Master Issuer Notes, Zero Coupon Master Issuer Notes, Money Market Notes or a combination of any of the foregoing, depending upon the Interest Basis shown in the applicable Final Terms.

Each Series and Class (or Sub-Class) of Master Issuer Notes may be Bullet Redemption Notes, Scheduled Redemption Notes, Pass-Through Notes or a combination of any of the foregoing, depending upon the Redemption/Payment Basis shown in the applicable Final Terms.

Global Notes will be exchanged for Master Issuer Notes in definitive registered form (**Definitive Notes**) only under certain limited circumstances (as described in the relevant Global Note). If Definitive Notes are issued, they will be serially numbered and issued in an aggregate principal amount equal to the Principal Amount Outstanding of the relevant Global Note and in registered form only.

The Master Issuer Notes (in either global or definitive form) will be issued in such denominations as are specified in the relevant Final Terms, save that the minimum denomination of each Master Issuer Note will be such as

may be allowed or required from time to time by the relevant central bank or regulatory authority (or equivalent body) or any laws or regulations applicable to the relevant currency and save that the minimum denomination of each U.S. dollar denominated Master Issuer Note will be issued in minimum denominations of $200,000 or such other amount specified in the applicable Final Terms and in integral multiples of $1,000 in excess thereof (or its equivalent in any other currency as at the date of issue of such Master Issuer Notes), each euro denominated Master Issuer Note will be issued in minimum denominations of €100,000 or such other amount specified in the applicable Final Terms and in integral multiples of €1,000 in excess thereof (or its equivalent in any other currency as at the date of issue of such Master Issuer Notes) and each sterling denominated Master Issuer Note will be issued in minimum denominations of £100,000 or such other amount specified in the applicable Final Terms and in integral multiples of £1,000 in excess thereof (or its equivalent in any other currency as at the date of issue of such notes).

In the case of a Series and Class (or Sub-Class) of Master Issuer Notes with more than one Specified Denomination, Master Issuer Notes of one Specified Denomination may not be exchanged for Master Issuer Notes of such Series and Class (or Sub-Class) of another Specified Denomination.

Each Class Z Variable Funding Note shall be issued with a minimum denomination of at least £10,000,000.

1.2 ***Register***

The Registrar will maintain the Register in respect of the Master Issuer Notes in accordance with the provisions of the Paying Agent and Agent Bank Agreement. In these Conditions, the **Holder** of a Master Issuer Note means the person in whose name such Master Issuer Note is for the time being registered in the Register (or, in the case of a joint holding, the first named thereof). A Master Issuer Note will be issued to each Noteholder in respect of its registered holding. Each Master Issuer Note will be numbered serially with an identifying number which will be recorded in the Register.

1.3 ***Title***

The Holder of each Master Issuer Note shall (to the fullest extent permitted by applicable law) be treated by the Master Issuer, the Note Trustee, the Master Issuer Security Trustee, the Agent Bank and any Agent as the absolute owner of such note for all purposes (including the making of any payments) regardless of any notice of ownership, theft or loss or any trust or other interest therein or of any writing thereon (other than the endorsed form of transfer).

1.4 ***Transfers***

(a) Title to the Master Issuer Notes shall pass by and upon registration in the Register. Subject as provided otherwise in this **Condition 1.4**, a Master Issuer Note may be transferred upon surrender of the relevant note certificate, with the endorsed form of transfer duly completed, at the Specified Office of the Registrar or the Transfer Agent, together with such evidence as the Registrar or (as the case may be) such Transfer Agent may reasonably require to prove the title of the transferor and the authority of the individuals who have executed the form of transfer; provided, however, that a Master Issuer Note may only be transferred in the minimum denominations specified in the relevant Final Terms. Where not all the Master Issuer Notes represented by the surrendered note certificate are the subject of the transfer, a new note certificate in respect of the balance of the Master Issuer Notes will be issued to the transferor.

Within five Business Days of such surrender of a note certificate, the Registrar will register the transfer in question and deliver a new note certificate of a like principal amount to the Master Issuer Notes transferred to each relevant Holder at its Specified Office or (as the case may be) the Specified Office of the Transfer Agent or (at the request and risk of any such relevant Holder) by uninsured first class mail (and by airmail if the Holder is overseas) to the address specified for such purpose by such relevant Holder.

The transfer of a Master Issuer Note will be effected without charge by or on behalf of the Master Issuer, the Registrar or any Transfer Agent, but against such indemnity as the Registrar or (as the case may be) any Transfer Agent may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such transfer.

Noteholders may not require transfers of Master Issuer Notes to be registered during the period of 15 days ending on the due date for any payment of principal or interest in respect of the Master Issuer Notes.

All transfers of Master Issuer Notes and entries on the Register are subject to the detailed regulations concerning the transfer of Master Issuer Notes scheduled to the Master Issuer Paying Agent and Agent Bank Agreement. The regulations may be changed by the Master Issuer with the prior written approval of the Note Trustee and the Registrar. A copy of the current regulations will be mailed (free of charge) by the Registrar to any Noteholder who requests in writing a copy of such regulations.

(b) Title to a Class Z Variable Funding Note shall only pass by and upon registration of the transfer in the Class Z Variable Funding Note register provided that no transferee shall be registered as a new holder of the Class Z Variable Funding Note unless (i) the prior written consent of the Master Issuer and (for so long as any Rated Notes are outstanding) the Note Trustee has been obtained (and the Note Trustee shall give its consent to such a transfer if the same has been sanctioned by an Extraordinary Resolution of the holders of the Rated Notes) and (ii) such transferee has certified to, *inter alios*, the Registrar and the Master Issuer that it is (A) a person falling within paragraph 3(1) of Schedule 2A to the Insolvency Act 1986, (B) an independent person in relation to the Master Issuer within the meaning of regulation 2(1) of the Taxation of Securitisation Companies Regulations 2006 and (C) a Qualifying Noteholder. The Master Issuer Notes are not issuable in bearer form. Prior to the expiry of the applicable Distribution Compliance Period, transfers by the holder of, or of a beneficial interest in, a Reg S Note to a transferee in the United States or who is a U.S. person will only be made to certain persons in offshore transactions outside the U.S. in reliance on Regulation S, or otherwise pursuant to an effective registration statement in accordance with the Securities Act or an exemption from the registration requirements thereunder and in accordance with any applicable securities laws of any state of the United States or any other jurisdiction.

2. Status, Priority and Security

2.1 *Status*

The Master Issuer Notes of each Series and Class (or Sub-Class) are direct, secured and unconditional obligations of the Master Issuer and are all secured by the same Master Issuer Security (created by the Master Issuer Deed of Charge).

Subject to the provisions of **Conditions 5** and **6** and subject to the other payment conditions set out in the applicable Final Terms and the other Master Issuer Transaction Documents:

(a) the Class A Notes of each Series will rank *pari passu* without any preference or priority among themselves and with the Class A Notes of each other Series but in priority to the Class B Notes, the Class M Notes, the Class C Notes and the Class Z Notes of any Series;

(b) the Class B Notes of each Series will rank *pari passu* without any preference or priority among themselves and with the Class B Notes of each other Series but in priority to the Class M Notes, the Class C Notes and the Class Z Notes of any Series;

(c) the Class M Notes of each Series will rank *pari passu* without any preference or priority among themselves and with the Class M Notes of each other Series but in priority to the Class C Notes and the Class Z Notes of any Series;

(d) the Class C Notes of each Series will rank *pari passu* without any preference or priority among themselves and with the Class C Notes of each other Series but in priority to the Class Z Notes of any Series; and

(e) the Class Z Notes of each Series will rank *pari passu* without any preference or priority among themselves and with the Class Z Notes of each other Series.

3. Conflict between the classes of Master Issuer Notes

The Trust Deed contains provisions requiring the Note Trustee to have regard to the interests of the Class A Noteholders, the Class B Noteholders, the Class M Noteholders, the Class C Noteholders and the Class Z Noteholders equally as regards all powers, trusts, authorities, duties and discretions of the Note Trustee under these Conditions or any of the Master Issuer Transaction Documents (except where expressly provided otherwise), but requiring the Note Trustee to have regard (except where expressly provided otherwise):

(a) for so long as there are any Class A Notes outstanding, only to the interests of the Class A Noteholders if, in the opinion of the Note Trustee, there is or may be a conflict between the interests of the Class A Noteholders and the interests of the Class B Noteholders and/or the interests of the Class M Noteholders and/or the interests of the Class C Noteholders and/or the interests of the Class Z Noteholders;

(b) subject to (a) above and for so long as there are any Class B Notes outstanding, only to the interests of the Class B Noteholders if, in the opinion of the Note Trustee there is or may be a conflict between the interests of the Class B Noteholders and the interest of the Class M Noteholders and/or the interests of the Class C Noteholders and/or the interests of the Class Z Noteholders;

(c) subject to (a) and (b) above and for so long as there are any Class M Notes outstanding, only to the interests of the Class M Noteholders if, in the opinion of the Note Trustee, there is or may be a conflict between the interests of the Class M Noteholders and the interests of the Class C Noteholders and/or the interests of the Class Z Noteholders; and

(d) subject to (a), (b) and (c) above and for so long as there are any Class C Notes outstanding, only to the interests of the Class C Noteholders if, in the opinion of the Note Trustee, there is or may be a conflict between the interests of the Class C Noteholders and the Class Z Noteholders.

The Trust Deed also contains provisions:

(i) limiting the powers of the Class B Noteholders, the Class M Noteholders, the Class C Noteholders and the Class Z Noteholders in each case, of any Series, *inter alia*, to request or direct the Note Trustee to take any action or to pass an effective Extraordinary Resolution according to the effect thereof on the interests of the Class A Noteholders of that Series or of any other Series. Except in certain circumstances described in Condition 12, the Trust Deed contains no such limitation on the powers of the Class A Noteholders, the exercise of which will be binding on the Class B Noteholders, the Class M Noteholders, the Class C Noteholders and the Class Z Noteholders in each case, of any Series, irrespective of the effect thereof on their respective interests;

(ii) limiting the powers of the Class M Noteholders, the Class C Noteholders and the Class Z Noteholders in each case, of any Series, *inter alia*, to request or direct the Note Trustee to take any action or to pass an effective Extraordinary Resolution according to the effect thereof on the interests of the Class B Noteholders of that Series or of any other Series. Except in certain circumstances described above and in Condition 12, the Trust Deed contains no such limitation on the powers of the Class B Noteholders, the exercise of which will be binding on the Class M Noteholders, the Class C Noteholders and the Class Z Noteholders, in each case, of any Series, irrespective of the effect thereof on their respective interests;

(iii) limiting the powers of the Class C Noteholders and the Class Z Noteholders in each case, of any Series, *inter alia*, to request or direct the Note Trustee to take any action or to pass an effective Extraordinary Resolution according to the effect thereof on the interests of the Class M Noteholders of that Series or of any other Series. Except in certain circumstances described above and in Condition 12, the Trust Deed contains no such limitation on the powers of the Class M Noteholders, the exercise of which will be binding on the Class C Noteholders and the Class Z Noteholders in each case, of any Series, irrespective of the effect thereof on their interests; and

(iv) limiting the powers of the Class Z Noteholders of any Series, *inter alia*, to request or direct the Note Trustee to take any action or to pass an effective Extraordinary Resolution according to the effect thereof on the interests of the Class C Noteholders of that Series or of any other Series. Except in certain circumstances described above and in Condition 12, the Trust Deed contains no such limitation on the powers of the Class C Noteholders, the exercise of which will be binding on the Class Z Noteholders of any Series, irrespective of the effect thereof on their respective interests.

Notwithstanding that none of the Note Trustee, the Master Issuer Security Trustee and the Noteholders may have any right of recourse against the Rating Agencies in respect of any confirmation given by them and relied upon by the Note Trustee or the Master Issuer Security Trustee pursuant to this Condition 3, the Note Trustee and the Master Issuer Security Trustee shall each be entitled to assume, for the purpose of exercising any right, power, trust, authority,

duty or discretion under or in relation to these Conditions or any of the Master Issuer Transaction Documents, that such exercise will not be materially prejudicial to the interests of the Noteholders (or any series and/or class thereof) if the Rating Agencies have confirmed that the then current ratings of the applicable series and/or class or classes of Master Issuer Notes would not be adversely affected by such exercise. It is agreed and acknowledged that, notwithstanding the foregoing, a credit rating is an assessment of credit and does not address other matters that may be of relevance to the Noteholders. In being entitled to rely on the fact that the Rating Agencies have confirmed that the then current rating of the relevant series and/or class or classes of Master Issuer Notes would not be adversely affected, it is expressly agreed and acknowledged by the Note Trustee and the Master Issuer Security Trustee and specifically notified to the Noteholders (and to which they are bound by the Conditions) that the above does not impose or extend any actual or contingent liability for the Rating Agencies to the Note Trustee or the Master Issuer Security Trustee, the Noteholders or any other person or create any legal relations between the Rating Agencies and the Note Trustee, the Master Issuer Security Trustee, the Noteholders or any other person whether by way of contract or otherwise.

As security for, *inter alia*, the payment of all monies payable in respect of the Master Issuer Notes, the Master Issuer has entered into the Master Issuer Deed of Charge creating, *inter alia*, the Master Issuer Security in favour of the Master Issuer Security Trustee for itself and on trust for the Noteholders and the other persons expressed to be secured parties under the Master Issuer Deed of Charge (the **Master Issuer Secured Creditors**).

4. Covenants

Save with the prior written consent of the Note Trustee or as provided in or contemplated under these Conditions or any of the Master Issuer Transaction Documents to which the Master Issuer is a party, the Master Issuer shall not, so long as any Master Issuer Note remains outstanding:

4.1 *Negative Pledge*

create or permit to subsist any mortgage, standard security, pledge, lien, charge or other security interest whatsoever (unless arising by operation of law) upon the whole or any part of its assets (including any uncalled capital) or its undertakings, present or future, except where the same is given in connection with the issue of a Series;

4.2 *Disposal of Assets*

sell, assign, transfer, lend, lease or otherwise dispose of, or deal with, or grant any option or present or future right to acquire all or any of its properties, assets or undertakings or any interest, estate, right, title or benefit therein or thereto or agree or attempt or purport to do any of the foregoing;

4.3 *Equitable and Beneficial Interest*

permit any person other than itself and the Master Issuer Security Trustee (as to itself and on behalf of the Master Issuer Secured Creditors) to have any equitable or beneficial interest in any of its assets or undertakings or any interest, estate, right, title or benefit therein;

4.4 *Bank Accounts*

have an interest in any bank account, other than the bank accounts maintained pursuant to the Master Issuer Bank Account Agreement, the Master Issuer Cash Management Agreement or any other Master Issuer Transaction Document, except in connection with the issue of a Series where such bank account is immediately charged in favour of the Master Issuer Security Trustee pursuant to the Master Issuer Deed of Charge;

4.5 *Restrictions on Activities*

carry on any business other than as described in the Base Prospectus (as revised, supplemented and/or amended from time to time) relating to the issue of the Master Issuer Notes and the related activities described therein;

4.6 *Borrowings*

incur any indebtedness in respect of borrowed money whatsoever or give any guarantee or indemnity in respect of any indebtedness, except where the same is incurred or given or the Master Issuer becomes so obligated in connection with the issue of a Series;

4.7 ***Merger***

consolidate or merge with any other person or convey or transfer substantially all of its properties or assets to any other person;

4.8 ***Waiver or Consent***

permit the validity or effectiveness of any of the Trust Deed or the Master Issuer Deed of Charge or the priority of the security interests created thereby to be amended, terminated, postponed, waived or discharged, or permit any other person whose obligations form part of the Master Issuer Security to be released from such obligations;

4.9 ***Employees or Premises***

have any employees or premises or subsidiaries;

4.10 ***Dividends and Distributions***

pay any dividend or make any other distribution to its shareholders or issue any further shares;

4.11 ***Purchase Master Issuer Notes***

purchase or otherwise acquire any Master Issuer Notes; or

4.12 ***United States Activities***

engage in any activities in the United States (directly or through agents), or derive any income from United States sources as determined under United States income tax principles, or hold any property if doing so would cause it to be engaged in a trade or business within the United States as determined under United States income tax principles.

5. Interest

5.1 ***Interest on Fixed Rate Master Issuer Notes***

Each Fixed Rate Master Issuer Note bears interest on its Principal Amount Outstanding from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest payable, subject as provided in these Conditions, in arrear on the Interest Payment Date(s) in each year specified for such note up to (and including) the Final Maturity Date.

Except as provided in the applicable Final Terms, the amount of interest payable in respect of any Fixed Rate Master Issuer Note on each Interest Payment Date for a Fixed Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified for such note in the applicable Final Terms, amount to the Broken Amount so specified.

As used in these Conditions, **Fixed Interest Period** means the period from and including an Interest Payment Date (or the Interest Commencement Date) to but excluding the next (or the first) Interest Payment Date.

If interest is required to be calculated in respect of any Fixed Rate Master Issuer Note for a period other than a Fixed Interest Period, such interest shall be calculated by applying the Rate of Interest specified for such note in the applicable Final Terms to the Principal Amount Outstanding on such note, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

Day Count Fraction means, in respect of the calculation of an amount of interest for any Fixed Rate Master Issuer Note in accordance with this **Condition 5.1**:

(a) if "Actual/Actual (ICMA)" is specified for such note in the applicable Final Terms:

(i) in the case of Master Issuer Notes where the number of days in the relevant period from (and including) the most recent Interest Payment Date for such notes (or, if none, the Interest

Commencement Date) to (but excluding) the relevant Interest Payment Date (the **Accrual Period**) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (A) the number of days in such Determination Period and (B) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or

(ii) in the case of Master Issuer Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:

(A) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and

(B) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (I) the number of days in such Determination Period and (II) the number of Determination Dates that would occur in one calendar year; and

(b) if "30/360" is specified for such note in the applicable Final Terms, the number of days in the period from (and including) the most recent Interest Payment Date for such note (or, if none, the Interest Commencement Date) to (but excluding) the relevant Interest Payment Date (such number of days being calculated on the basis of a year of 360 days with twelve 30-day months) divided by 360.

As used in these Conditions, **Determination Period** means each period from and including a Determination Date (as defined in the applicable Final Terms) to but excluding the next Determination Date (including where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date).

5.2 ***Interest on Floating Rate Master Issuer Notes***

(a) *Interest payment dates*

Each Floating Rate Master Issuer Note bears interest on its Principal Amount Outstanding from (and including) the Interest Commencement Date and such interest will be payable in arrear on the Interest Payment Date(s) in each year specified for such note. Such interest will be payable in respect of each Floating Interest Period.

As used in these Conditions, **Floating Interest Period** means the period from and including an Interest Payment Date (or the Interest Commencement Date) to but excluding the next (or the first) Interest Payment Date.

If a Business Day Convention is specified for a Floating Rate Master Issuer Note in the applicable Final Terms and (x) if there is no numerically corresponding day in the calendar month in which a Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

(i) the "Following Business Day Convention", the Interest Payment Date for such note shall be postponed to the next day which is a Business Day; or

(ii) the "Modified Following Business Day Convention", the Interest Payment Date for such note shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or

(iii) the "Preceding Business Day Convention", the Interest Payment Date for such note shall be brought forward to the immediately preceding Business Day.

In these Conditions, **Business Day** means a day which is both:

(i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London and any Additional Business Centre specified in the applicable Final Terms; and

(ii) either (1) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than London and any Additional Business Centre) or (2) in relation to any sum payable in euro, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET) System (the **TARGET System**) is open.

(b) *Rate of interest*

The Rate of Interest payable from time to time in respect of a Floating Rate Master Issuer Note will be determined in the manner specified for such note in the applicable Final Terms.

(i) ISDA Determination for Floating Rate Master Issuer Notes

Where "ISDA Determination" is specified for such note in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated for such note in the applicable Final Terms) the Margin (if any). For the purposes of this subparagraph (i), **ISDA Rate** for an Interest Period means a rate equal to the Floating Rate that would be determined by the Agent Bank or other person specified in the applicable Final Terms under an interest rate swap transaction if the Agent Bank or that other person were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

(A) the Floating Rate Option is as specified for such note in the applicable Final Terms;

(B) the Designated Maturity is the period specified for such note in the applicable Final Terms; and

(C) the relevant Reset Date is either (i) if the applicable Floating Rate Option is based on LIBOR, USD-LIBOR, EURIBOR, AUD-BBR-BBSW, JPY-LIBOR or CDOR for a currency, the first day of that Interest Period, or (ii) in any other case, as specified for such note in the applicable Final Terms.

For the purposes of this subparagraph (i), **Floating Rate, Calculation Agent, Floating Rate Option, Designated Maturity** and **Reset Date** have the meanings given to those terms in the ISDA Definitions.

(ii) Screen rate determination for Floating Rate Master Issuer Notes

Where **Screen Rate Determination** is specified for a Floating Rate Master Issuer Note in the applicable Final Terms as the manner in which the Rate of Interest is to be determined for such note, the Rate of Interest for each Interest Period will, subject as provided below, be either:

(A) the offered quotation (if there is only one quotation on the Relevant Screen Page); or

(B) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at 11.00 a.m. London time (in the case of LIBOR, USD-LIBOR or JPY-LIBOR), 10.15 a.m. Toronto time (in the case of CDOR), 11.00 a.m. Brussels time (in the case of EURIBOR) or 10:10 a.m. Sydney time (in the case of AUD-BBR-BBSW) (the **Specified Time**) on the Determination Date in question plus or minus the Margin (if any), all as determined by the Agent Bank. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the

lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Agent Bank for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

If the Relevant Screen Page is not available or if, in the case of clause (ii)(A), no offered quotation appears or, in the case of clause (ii)(B), fewer than three offered quotations appear, in each case as at the Specified Time, the Agent Bank shall request each of the Reference Banks to provide the Agent Bank with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Specified Time on the Interest Determination Date in question. If two or more of the Reference Banks provide the Agent Bank with offered quotations, the Rate of Interest for the Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of the offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Agent Bank.

If on any Interest Determination Date one only or none of the Reference Banks provides the Agent Bank with an offered quotation as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Agent Bank determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Agent Bank by the Reference Banks or any two or more of them, at which such banks were offered, at approximately the Specified Time on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the London inter-bank market (if the Reference Rate is LIBOR, USD-LIBOR or JPY-LIBOR) or the Euro-zone inter-bank market (if the Reference Rate is EURIBOR) or the Canadian inter-bank market (if the Reference Rate is CDOR) plus or minus (as appropriate) the Margin (if any) or, if fewer than two of the Reference Banks provide the Agent Bank with offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, at approximately the Specified Time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Master Issuer suitable for the purpose) informs the Agent Bank it is quoting to leading banks in the London inter-bank market (if the Reference Rate is LIBOR, USD-LIBOR or JPY-LIBOR) or the Euro-zone inter-bank market (if the Reference Rate is EURIBOR) or the Canadian inter-bank market (if the Reference Rate is CDOR) plus or minus (as appropriate) the Margin (if any), provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period in place of the Margin relating to that last preceding Interest Period).

(c) *Minimum rate of interest and/or maximum rate of interest*

If the applicable Final Terms specifies a Minimum Rate of Interest for a Floating Rate Master Issuer Note for any Interest Period, then, in the event that the Rate of Interest for such note in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is less than such Minimum Rate of Interest, the Rate of Interest for such note for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Final Terms specifies a Maximum Rate of Interest for such note for any Interest Period, then, in the event that the Rate of Interest for such note in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is greater than such Maximum Rate of Interest, the Rate of Interest for such note for such Interest Period shall be such Maximum Rate of Interest.

(d) *Determination of rate of interest and calculation of interest amounts*

The Agent Bank will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period (provided that no provision of these Conditions or the Paying Agent and Agency Bank Agreement shall require an Agent to do anything which may be illegal or contrary to applicable law or regulation).

The Agent Bank will calculate the amount of interest payable on the Floating Rate Master Issuer Notes in respect of each Specified Denomination (each an **Interest Amount**) for the relevant Interest Period. Each Interest Amount shall be calculated by applying the Rate of Interest to the Principal Amount Outstanding of each Master Issuer Note, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

Day Count Fraction means, in respect of the calculation of an amount of interest for a Floating Rate Master Issuer Note in accordance with this **Condition 5.2(d)** for any Interest Period:

(i) if **Actual/365** or **Actual/Actual (ISDA)** is specified for such note in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);

(ii) if **Actual/365 (Fixed)** is specified for such for such note in the applicable Final Terms, the actual number of days in the Interest Period divided by 365;

(iii) if **Actual/365 (Sterling)** is specified for such note in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of a Interest Payment Date falling in a leap year, 366;

(iv) if **Actual/360** is specified for such note in the applicable Final Terms, the actual number of days in the Interest Period divided by 360;

(v) if **30/360**, **360/360** or **Bond Basis** is specified for such note in the applicable Final Terms, the number of days in the Interest Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with twelve 30-day months (unless (a) the last day of the Interest Period is the 31st day of a month but the first day of the Interest Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (b) the last day of the Interest Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month)); and

(vi) if **30E/360** or **Eurobond Basis** is specified for such note in the applicable Final Terms, the number of days in the Interest Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with twelve 30-day months, without regard to the date of the first day or last day of the Interest Period unless, in the case of the final Interest Period, the Final Maturity Date is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month).

(e) *Notification of rate of interest and interest amounts*

The Agent Bank will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Note Trustee, the Master Issuer Security Trustee, the Master Issuer Cash Manager, the Paying Agents, the Registrar and to any stock exchange or other relevant competent authority or quotation system on which the relevant Floating Rate Master Issuer Notes are for the time being listed, quoted and/or traded or by which they have been admitted to listing and to be published in accordance with **Condition 12.10** as soon as possible after their determination but in no event later than the fourth Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. Any such amendment or alternative arrangements will be promptly notified to the Note Trustee and each stock exchange or other relevant authority on which the relevant Floating Rate Master Issuer Notes are for the time being listed or by which they have been admitted to listing and to the Noteholders in accordance with **Condition 12.10**.

(f) *Determination or calculation by Note Trustee*

13.4.8

If for any reason at any relevant time, the Agent Bank or, as the case may be, the Calculation Agent defaults in its obligation to determine the Rate of Interest for a Floating Rate Master Issuer Note or the Agent Bank defaults in its obligation to calculate any Interest Amount for such note in accordance with **subparagraph (b)(i)** or **(ii)** above or as otherwise specified for such note in the applicable Final Terms, as the case may be, and in each case in accordance with **Condition 5.2(d)**, the Note Trustee may determine the Rate of Interest at such rate as, in its absolute discretion (having such regard as it shall think fit to the foregoing provisions of this Condition, but subject always to any Minimum Rate of Interest or Maximum Rate of Interest specified for such note in the applicable Final Terms), it shall deem fair and reasonable in all the circumstances or, as the case may be, the Note Trustee shall calculate the Interest Amount(s) in such manner as it shall deem fair and reasonable in all the circumstances and each such determination or calculation shall be deemed to have been made by the Agent Bank or the Calculation Agent, as the case may be.

(g) *Certificates to be final*

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this **Condition 5.2**, whether by the Agent Bank or the Calculation Agent or the Note Trustee shall (in the absence of wilful default, bad faith or manifest error) be binding on the Master Issuer, the Master Issuer Cash Manager, the Principal Paying Agent, the Calculation Agent, the other Paying Agents, the Note Trustee and all Noteholders and (in the absence of wilful default or bad faith) no liability to the Master Issuer or the Noteholders shall attach to the Agent Bank or the Calculation Agent or the Note Trustee in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

5.3 ***Accrual of interest***

Interest (if any) will cease to accrue on each Master Issuer Note (or in the case of the redemption of part only of a Master Issuer Note, that part only of such note) on the due date for redemption thereof unless, upon due presentation thereof, payment of principal is improperly withheld or refused in which event, interest will continue to accrue until the earlier of:

(a) the date on which all amounts due in respect of such note have been paid; and

(b) the seventh day after notice is duly given by the Principal Paying Agent or the U.S. Paying Agent (as the case may be) to the Holder thereof that such payment will be made, provided that subsequently, payment is in fact made.

5.4 ***Deferred interest***

To the extent that, subject to and in accordance with the relevant Master Issuer Priority of Payments, the funds available to the Master Issuer to pay interest on any Series and Class (or Sub-Class) of Master Issuer Notes (other than the most senior Class (or Sub-Class) of Master Issuer Notes of any Series then outstanding) on an Interest Payment Date (after discharging the Master Issuer's liabilities of a higher priority) are insufficient to pay the full amount of such interest, payment of the shortfall attributable to such Series and Class (or Sub-Class) of Master Issuer Notes (**Deferred Interest**) will not then fall due but will instead be deferred until the first Interest Payment Date for such notes thereafter on which sufficient funds are available (after allowing for the Master Issuer's liabilities of a higher priority and subject to and in accordance with the relevant Master Issuer Priority of Payments) to fund the payment of such Deferred Interest to the extent of such available funds.

Such Deferred Interest will accrue interest (**Additional Interest**) at the rate of interest applicable from time to time to the applicable Series and Class (or Sub-Class) of Master Issuer Notes and payment of any Additional Interest will also be deferred until the first Interest Payment Date for such notes thereafter on which funds are available (after allowing for the Master Issuer's liabilities of a higher priority subject to and in accordance with the relevant Master Issuer Priority of Payments) to the Master Issuer to pay such Additional Interest to the extent of such available funds.

Amounts of Deferred Interest and Additional Interest shall not be deferred beyond the Final Maturity Date of the applicable Series and Class (or Sub-Class) of Master Issuer Notes, when such amounts will become due and payable.

Payments of interest due on an Interest Payment Date in respect of the most senior Class of Master Issuer Notes of any Series then outstanding will not be deferred. In the event of the delivery of a Note Enforcement Notice (as described in **Condition 10**), the amount of interest in respect of such Master Issuer Notes that was due but not paid on

such Interest Payment Date will itself bear interest at the applicable rate until both the unpaid interest and the interest on that interest are paid as provided in the Trust Deed.

5.5 Interest Where There is an Increase Amount of a Class Z Variable Funding Note

If, in the Floating Interest Period immediately preceding an Interest Payment Date, there has been a subscription of an Increase Amount in respect of a Class Z Variable Funding Note pursuant to **Condition 6.10** below, the Interest payable shall be determined as the sum of:

(a) the interest determined as being payable in respect of the Class Z Variable Funding Note as if the Principal Amount Outstanding were the Principal Amount Outstanding of the Class Z Variable Funding Note at the beginning of such Floating Interest Period; plus

(b) the interest determined as being payable in respect of each Increase Amount made in such Floating Interest Period calculated on the basis set out in **Condition 5.2** as if references in **Condition 5.2** to the Principal Amount Outstanding in respect of such Class Z Variable Funding Note were to the Increase Amount and the Floating Interest Period in respect of such Increase Amount commenced on the Increase Date. The Rate of Interest in respect of any Increase Amount made on an Increase Date which is not an Interest Payment Date shall be the same rate as that determined in respect of the Principal Amount Outstanding of the Class Z Variable Funding Note immediately prior to such Increase Date or such other rate as may be specified in the applicable Final Terms in respect of such Class Z Variable Funding Note.

In all other cases, the interest payable in respect of each Class Z Variable Funding Note shall be determined pursuant to **Condition 5.2** above.

6. Redemption, Purchase and Cancellation

6.1 Final Redemption

Unless previously redeemed in full as provided in this **Condition 6**, the Master Issuer shall redeem a Series and Class (or Sub-Class) of Master Issuer Notes at their then Principal Amount Outstanding together with all accrued interest on the Final Maturity Date in respect of such Series and Class (or Sub-Class) of Master Issuer Notes.

The Master Issuer may not redeem such notes in whole or in part prior to their Final Maturity Date except as provided in **Conditions 6.2, 6.4** or **6.5**, but without prejudice to **Condition 10.**

6.2 Mandatory Redemption

On each Interest Payment Date, other than an Interest Payment Date on which a Series and Class (or Sub-Class) of Master Issuer Notes are to be redeemed under **Condition 6.1 above**, and **Conditions 6.4** and **6.5 below** and the Master Issuer shall repay principal in respect of such notes in an amount equal to the amount (if any) repaid on such Interest Payment Date in respect of the related Term Advance, and pursuant to, the Master Intercompany Loan Agreement converted, where the Specified Currency for such notes is not sterling, into the Specified Currency at the Specified Currency Exchange Rate for such notes.

To the extent that there are insufficient funds available to the Master Issuer to repay the amount due to be paid on such Interest Payment Date the Master Issuer will be required to repay the shortfall, to the extent that it receives funds therefor (and subject to the terms of the Master Issuer Deed of Charge and the Master Issuer Cash Management Agreement) on subsequent Interest Payment Dates in respect of such notes.

6.3 Note Principal Payments, Principal Amount Outstanding and Pool Factor

The principal amount redeemable (the **Note Principal Payment**) in respect of each Master Issuer Note of a particular Series and Class (or Sub-Class) on any Interest Payment Date under **Condition 6.2** shall be a proportion of the amount required as at that Interest Payment Date to be applied in redemption of such Series and Class (or Sub-Class) of Master Issuer Notes on such date equal to the proportion that the Principal Amount Outstanding of the relevant Master Issuer Note bears to the aggregate Principal Amount Outstanding of such Series and Class (or Sub-Class) of Master Issuer Notes rounded down to the nearest sub-unit of the Specified Currency; provided always that no such Note Principal Payment may exceed the Principal Amount Outstanding of the relevant Master Issuer Note.

On each Note Determination Date the Master Issuer shall determine (or cause the Agent Bank to determine) (a) the amount of any Note Principal Payment payable in respect of each Master Issuer Note of the relevant Series and

Class (or Sub-Class) on the immediately following Interest Payment Date and (b) the Principal Amount Outstanding of each such note which shall be the Specified Denomination plus (in the case of each Class Z Variable Funding Note) the aggregate of all relevant Increase Amounts, less the aggregate amount of all Note Principal Payments in respect of such note that has been paid since the relevant Closing Date and on or prior to that Note Determination Date (the **Principal Amount Outstanding**) and (c) the fraction expressed as a decimal to the fifth decimal point (the **Pool Factor**), of which the numerator is the Principal Amount Outstanding of such note (as referred to in (b) above) and the denominator is the Specified Denomination. Each determination by or on behalf of the Master Issuer of Note Principal Payment of a Master Issuer Note, the Principal Amount Outstanding of a Master Issuer Note and the Pool Factor shall in each case (in the absence of wilful default, bad faith or manifest error) be final and binding on all persons.

The Master Issuer will cause each determination of the Note Principal Payment and the Principal Amount Outstanding and the Pool Factor in respect of a Series and Class (or Sub-Class) of Master Issuer Notes to be notified forthwith, and in any event not later than 1.00 p.m. (London time) on the Business Day immediately succeeding the Note Determination Date, to the Note Trustee, the Master Issuer Security Trustee, the Paying Agents, the Agent Bank, the Registrar and (for so long as such notes are listed on one or more stock exchanges) the relevant stock exchanges, and will cause notice of each determination of the Note Principal Payment and the Principal Amount Outstanding to be given to Noteholders in accordance with **Condition 12.10** by no later than the Business Day after the relevant Interest Payment Date.

If the Master Issuer does not at any time for any reason determine (or cause the Agent Bank to determine) a Note Principal Payment, the Principal Amount Outstanding or the Pool Factor in accordance with the preceding provisions of this **Condition 6.3**, such Note Principal Payment and/or Principal Amount Outstanding and/or Pool Factor may be determined by the Note Trustee in accordance with this **Condition 6.3** in the manner the Note Trustee in its discretion considers fair and reasonable in the circumstances, having regard to this **Condition 6.3**, and each such determination or calculation shall be deemed to have been made by the Master Issuer. Any such determination shall (in the absence of wilful default, bad faith or manifest error) be binding on the Master Issuer, the Agent Bank and the Noteholders.

6.4 Optional Redemption in Full

Provided a Note Enforcement Notice has not been served and subject to the provisos below, upon giving not more than 60 nor less than 30 days' prior notice to the Note Trustee, the Noteholders and the relevant Master Issuer Swap Provider(s) in accordance with **Condition 12.10**, the Master Issuer may redeem a Series and Class (or Sub-Class) of Master Issuer Notes at their aggregate Redemption Amount together with any accrued and unpaid interest in respect thereof on the following dates:

(a) the date specified as the Step-Up Date for such notes in the applicable Final Terms and on any Interest Payment Date for such notes thereafter; or

(b) on any Interest Payment Date on which the aggregate Principal Amount Outstanding of such notes and all other Classes of Master Issuer Notes of the same Series is less than 10 per cent. of the aggregate Principal Amount Outstanding of such Series of Master Issuer Notes as at the Closing Date on which such Series of Master Issuer Notes were issued,

(c) the date specified as the Optional Redemption Date for such notes in the applicable Final Terms and on each Interest Payment Date for such notes thereafter,

PROVIDED THAT (in either of the cases above), on or prior to giving any such notice, the Master Issuer shall have provided to the Note Trustee a certificate signed by two directors of the Master Issuer to the effect that (i) it will have the funds, not subject to any interest of any other person, required to redeem such notes as aforesaid and any amounts required to be paid in priority to or *pari passu* with such notes outstanding in accordance with the terms and conditions of the Master Issuer Deed of Charge and the Master Issuer Cash Management Agreement and (ii) the Repayment Tests will be satisfied following the making of such redemptions and the Note Trustee shall be entitled to accept such certificate as sufficient evidence thereof in which event it shall be conclusive and binding on the Noteholders and all other persons.

6.5 Optional Redemption for Tax and other Reasons

Provided a Note Enforcement Notice has not been served, if the Master Issuer at any time satisfies the Note Trustee immediately prior to the giving of the notice referred to below that on the next Interest Payment Date either:

(a) the Master Issuer would by virtue of a change in the law or regulations of the United Kingdom or any other jurisdiction (or the application or interpretation thereof) be required to deduct or withhold from any payment of principal or interest or any other amount under a Series and Class (or Sub-Class) of Master Issuer Notes any amount for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature (other than where the relevant Holder or beneficial owner has some connection with the relevant jurisdiction other than the holding of the Master Issuer Notes); or

(b) Funding would be required to deduct or withhold from amounts due in respect of the Term Advance under the Master Intercompany Loan Agreement which was funded by such notes any amount for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature; and

(c) in relation to either the events described in (a) and (b) above, such obligation of the Master Issuer or Funding (as the case may be) cannot be avoided by the Master Issuer or Funding (as the case may be) taking reasonable measures available to the Master Issuer or Funding (as the case may be),

then the Master Issuer shall use its reasonable endeavours to arrange the substitution of a company incorporated in another jurisdiction approved by the Note Trustee as principal debtor under such notes and/or as lender of such Term Advance as the case may be, upon the Note Trustee being satisfied that (1) such substitution will not be materially prejudicial to the interests of the Noteholders of any Series and Class, and (2) upon the Master Issuer Security Trustee being satisfied that (A) the position of the Master Issuer Secured Creditors will not thereby be adversely affected, and (B) such substitution would not require registration of any new security under United States securities laws or materially increase the disclosure requirements under United States law or the costs of issuance. Only if the Master Issuer is unable to arrange a substitution will the Master Issuer be entitled to redeem the Master Issuer Notes as described in this **Condition 6.5.**

Subject to the proviso below, if the Master Issuer is unable to arrange a substitution as described above and, as a result, one or more of the events described in (a) and (b) above (as the case may be) is continuing, then the Master Issuer may, having given not more than 60 nor less than 30 days' notice to the Note Trustee, the Noteholders and the relevant Master Issuer Swap Provider(s) in accordance with **Condition 12.10**, redeem all (but not some only) of such notes on the immediately succeeding Interest Payment Date for such notes at their aggregate Redemption Amount together with any accrued and unpaid interest in respect thereof provided that (in either case), prior to giving any such notice, the Master Issuer shall have provided to the Note Trustee:

(i) a certificate signed by two directors of the Master Issuer stating the circumstances referred to in (a) or (b) and (c) above prevail and setting out details of such circumstances; and

(ii) an opinion in form and substance satisfactory to the Note Trustee of independent legal advisors of recognised standing to the effect that the Master Issuer and/or Funding has or will become obliged to deduct or withhold such amounts as a result of such change or amendment.

The Note Trustee shall be entitled to accept such certificate and opinion as sufficient evidence of the satisfaction of the circumstance set out in (a) or (b) and (c) above, in which event they shall be conclusive and binding on the Noteholders. The Master Issuer may only redeem such notes as aforesaid, if on or prior to giving such notice, the Master Issuer shall have provided to the Note Trustee a certificate signed by two directors of the Master Issuer to the effect that it will have the funds, not subject to any interest of any other person, required to redeem such notes as aforesaid and any amounts required to be paid in priority to or *pari passu* with such notes outstanding in accordance with the terms and conditions of the Master Issuer Deed of Charge and the Master Issuer Cash Management Agreement and the Note Trustee shall be entitled to accept such certificate as sufficient evidence thereof in which event it shall be conclusive and binding on the Noteholders and all other persons.

In addition to the foregoing, if, at any time, the Master Issuer delivers a certificate to Funding, the Note Trustee and the Master Issuer Security Trustee to the effect that it would be unlawful for the Master Issuer to make, fund or allow to remain outstanding a Term Advance made by it under the Master Intercompany Loan Agreement and stating that the Master Issuer may require Funding to prepay the relevant Term Advance on an Interest Payment Date subject to and in accordance with the provisions of the Master Intercompany Loan Agreement to the extent necessary to cure such illegality and the Master Issuer may redeem all (but not some only) of the relevant Master Issuer Notes at their Redemption Amount together with any accrued interest upon giving not more than 60 days' nor less than 30 days' (or

such shorter period as may be required under any relevant law) prior written notice to the Master Issuer Security Trustee, the Note Trustee, the relevant Master Issuer Swap Provider(s) and the Noteholders in accordance with **Condition 12.10** provided that, prior to giving any such notice, the Master Issuer shall have provided to the Note Trustee a certificate signed by two directors of the Master Issuer to the effect that it will have the funds, not subject to the interest of any other person, required to redeem the Master Issuer Notes as provided above and any amount to be paid in priority to or *pari passu* with the Master Issuer Notes and the Note Trustee shall be entitled to accept such certificate as sufficient evidence thereof in which event it shall be conclusive and binding on the Noteholders and all other persons. Such monies received by the Master Issuer shall be used to redeem the relevant Master Issuer Notes in full, together with any accrued and unpaid interest on the equivalent Interest Payment Date.

6.6 Redemption Amounts

For the purposes of this **Condition 6.6, Redemption Amount** means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the amount specified in relation to such notes in the applicable Final Terms or, if not so specified:

(a) in respect of each Master Issuer Note (other than a Zero Coupon Master Issuer Note), the Principal Amount Outstanding of such note; and

(b) in respect of each Zero Coupon Master Issuer Note, an amount (the **Amortised Face Amount**) calculated in accordance with the following formula:

Redemption Amount = RP×(1+AY)×y

where:

RP = the Reference Price;

AY = the Accrual Yield expressed as a decimal; and

y = a fraction, the numerator of which is equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and including) the first Closing Date of the applicable Series and Class (or Sub-Class) of Master Issuer Notes to (but excluding) the date fixed for redemption or, as the case may be, the date upon which such note becomes due and payable and the denominator of which is 360.

If the amount payable in respect of any Zero Coupon Master Issuer Note upon redemption of such Zero Coupon Master Issuer Note pursuant to Condition 6.1, 6.2, 6.4 or 6.5 or upon its becoming due and repayable as provided in Condition 10 is improperly withheld or refused, the amount due and repayable in respect of such note shall be the amount calculated as provided in this paragraph as though the reference therein to the date fixed for the redemption or, as the case may be, the date upon which such note becomes due and payable were replaced by reference to the date which is the earlier of:

(i) the date on which all amounts due in respect of such note have been paid; and

(ii) the date on which the full amount of the monies payable in respect of such note has been received by the Principal Paying Agent or the Note Trustee or the Registrar and notice to that effect has been given to the Noteholders in accordance with **Condition 12.9**.

6.7 Money Market Note Mandatory Transfer

(a) If remarketing arrangements are specified as applicable in the relevant Final Terms in relation to a Series and Class (or Sub-Class) of Money Market Notes, such Money Market Notes shall, subject to paragraph (c) below, be transferred in accordance with paragraph (b) below on each Transfer Date prior to the occurrence of a Mandatory Transfer Termination Event, as confirmed by the Remarketing Bank providing a Conditional Purchase Confirmation to the Master Issuer and the Principal Paying Agent, in exchange for payment of the Transfer Price and the Master Issuer and the Principal Paying Agent will procure payment of the Transfer Price to the Noteholders of the Money Market Notes on the relevant Transfer Date.

(b) Subject to paragraphs (a) above and (c) below, all the interests of the Noteholders of the Money Market Notes in the Money Market Notes shall be transferred on the relevant Transfer Date to the account of the Remarketing Bank on behalf of the relevant purchasers or as otherwise notified by or on behalf of the Remarketing Bank prior to such date or if Money Market Notes in definitive form are then issued, the Money Market Notes will be registered in the name of the Remarketing Bank or as otherwise notified by or on behalf of the Remarketing Bank by the Registrar and the Register will be amended accordingly with effect from the relevant Transfer Date.

(c) Any Noteholder of a Money Market Note may exercise his right to retain such Money Market Note through the facilities of DTC at any time prior to the commencement of the Remarketing Period that ends immediately before the relevant Transfer Date.

6.8 Optional Purchase

(a) If specified in the relevant Final Terms, Santander UK has the right (the **Purchase Option**), by delivering a notice to the relevant Noteholders, the Registrar and the Note Trustee pursuant to the Santander UK Optional Purchase Agreement, to require the relevant Noteholders, subject to and in accordance with any applicable conditions specified in the relevant Final Terms, to sell to Santander UK or otherwise allow Santander UK to be substituted as the Holder of all, but not some only, of the Class B Notes and/or the Class M Notes and/or the Class C Notes and/or the Class Z Notes as so specified (collectively the **Called Notes**) on any Interest Payment Date (prior to the date specified in the Final Terms (the **Final Purchase Date**) or such later date as may be permitted by the UKLA) falling on or after the Interest Payment Date (the **Initial Purchase Date**) specified in the applicable Final Terms (if any) for a price equal to the aggregate redemption amount of any of the Called Notes, together with any accrued and unpaid interest on the Called Notes and, on the date therefor specified in the notice (being an Interest Payment Date falling on or after the Initial Purchase Date), the Registrar shall effect the transfer to Santander UK of such Called Notes by entering such transfer in the Register.

(b) Immediately after such transfer or substitution of Santander UK as the Holder of the Called Notes, each former Holder of the Called Notes shall cease to have any interest in the Called Notes.

(c) The Called Notes transferred to Santander UK pursuant to the Purchase Option shall, subject as provided in the Transaction Documents, remain outstanding until the date on which they would otherwise be redeemed or cancelled in accordance with their terms and conditions.

(d) By subscribing to or purchasing the Called Notes, each Holder of the Called Notes (i) is deemed to have notice of and be bound by the provisions of the Santander UK Optional Purchase Agreement and (ii) directs, authorises and requests the Note Trustee to enter into the Santander UK Optional Purchase Agreement. Each Holder of Called Notes also irrevocably authorises and instructs the Master Issuer, the Registrar, DTC, Euroclear or, as the case may be, Clearstream, Luxembourg to effect the transfer of its Called Notes on the relevant Interest Payment Date to Santander UK, in accordance with the relevant Final Terms and the rules for the time being of DTC, Euroclear or, as the case may be, Clearstream, Luxembourg.

6.9 Optional Redemption in Part

Provided a Note Acceleration Notice has not been served and subject to the provisos below, upon giving not more than 30 nor less than 15 days' prior notice to the Note Trustee and the Noteholders in accordance with **Condition 12.10**, the Master Issuer may redeem a Series and Class of Notes in the Instalment Amounts specified in the applicable Final Terms, together with any accrued and unpaid interest in respect thereof, on the date specified as the Optional Partial Redemption Date in respect of such Instalment Amount for such Master Issuer Notes in the applicable Final Terms and on any Interest Payment Date for such Master Issuer Notes thereafter, PROVIDED THAT on or prior to giving any such notice, the Master Issuer shall have provided to the Note Trustee a certificate signed by two directors of the Master Issuer to the effect that (i) it will have the funds, not subject to any interest of any other person, required to redeem such Master Issuer Notes as aforesaid and any amounts required to be paid in priority to or pari passu with such Master Issuer Notes in accordance with the terms and conditions of the Master Issuer Deed of Charge and the Master Issuer Cash Management Agreement, and (ii) the Repayment Tests will be satisfied following the making of such redemptions, and the Note Trustee shall be entitled to accept such certificate as sufficient evidence thereof, without further enquiry or investigation and without liability to any person in which event it shall be conclusive and binding on the Noteholders and all other persons. Such optional redemption will be reflected in the records of Euroclear and Clearstream, Luxembourg as either a Pool Factor or a reduction in nominal amount, at their discretion.

6.10 Increase in a Class Z Variable Funding Note

A Class Z Variable Funding Noteholder may on any date (each an **Increase Date**) increase the Principal Amount Outstanding of a Class Z Variable Funding Note and cause a corresponding increase in the Specified Denomination of such Class Z Variable Funding Note, provided that such increase shall not cause the Seller Share to be reduced below the Minimum Seller Share, by:

(a) delivering to the Master Issuer, the Registrar and the Master Issuer Cash Manager a written notice (with a copy to the Note Trustee) indicating:

(i) the amount of the increase (the **Increase Amount**);

(ii) the date of the proposed increase (which may be the date on which the notice is provided); and

(iii) with satisfactory evidence, that it is the relevant Class Z Variable Funding Noteholder; and

(b) subscribing for and paying an amount equal to the Increase Amount to the Master Issuer Transaction Account or such other account as the Master Issuer (or the Master Issuer Cash Manager) may direct from time to time).

I. The Master Issuer undertakes to lend the proceeds of the Increase Amount to Funding by way of an increase in the size of the relevant NR VFN Term Advance.

7. Payments

7.1 ***Presentation of Master Issuer Notes***

Payments of principal shall be made by cheque in the Specified Currency, drawn on a Designated Bank, or upon application by a Holder of the relevant Master Issuer Note to the Specified Office of the Principal Paying Agent not later than the fifth Business Day before the Record Date (as defined in **Condition 7.7**), by transfer to a Designated Account maintained by the payee with a Designated Bank and (in the case of final redemption) upon surrender of the relevant Master Issuer Note at the Specified Office of any Paying Agent.

Payments of interest shall be made by cheque in the Specified Currency drawn on a Designated Bank, or upon application by a Holder of the relevant Master Issuer Note to the Specified Office of the Principal Paying Agent not later than the fifth Business Day before the Record Date (as defined in **Condition 7.7**), by transfer to a Designated Account maintained by the payee with a Designated Bank and (in the case of interest payable on final redemption) upon surrender of the relevant Master Issuer Note at the Specified Office of any Paying Agent.

7.2 ***Laws and Regulations***

Payments of principal and interest in respect of the Master Issuer Notes are subject, in all cases, to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the **Code**) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto. Noteholders will not be charged commissions or expenses on payments.

7.3 ***Payment of Interest following a failure to pay Principal***

If payment of principal is improperly withheld or refused on or in respect of any Master Issuer Note or part thereof, the interest which continues to accrue in respect of such Master Issuer Note in accordance with **Condition 5** will be paid in accordance with this **Condition 7**.

7.4 ***Change of Paying Agents***

The initial Principal Paying Agent, the Registrar, the Transfer Agent and the Paying Agents are listed in these Conditions. The Master Issuer reserves the right, subject to the prior written approval of the Note Trustee, at any time to vary or terminate the appointment of the Principal Paying Agent, the Registrar, the Transfer Agent and the U.S. Paying Agent and to appoint additional or other Paying Agents. The Master Issuer will at all times maintain a Paying Agent

with a Specified Office in London and a U.S. Paying Agent with a Specified Office in New York and a Registrar. Except where otherwise provided in the Trust Deed, the Master Issuer will cause at least 30 days' notice of any change in or addition to the Paying Agents, the Transfer Agent or the Registrar or their Specified Offices to be given in accordance with **Condition 12.10** and will notify the Rating Agencies of such change or addition.

7.5 ***No payment on non-Business Day***

Where payment is to be made by transfer to a Designated Account, payment instructions (for value the due date or, if the due date is not a Business Day, for value the next succeeding Business Day) will be initiated and, where payment is to be made by cheque, the cheque will be mailed (a) (in the case of payments of principal and interest payable on redemption) on the later of the due date for payment and the day on which the relevant Master Issuer Note is surrendered (or, in the case of part payment only, endorsed) at the Specified Office of a Paying Agent and (b) (in the case of payments of interest payable other than on redemption) on the due date for payment. A Holder of a Master Issuer Note shall not be entitled to any interest or other payment in respect of any delay in payment resulting from (i) the due date for a payment not being a Business Day or (ii) a cheque mailed in accordance with this **Condition 7.5** arriving after the due date for payment or being lost in the mail.

7.6 ***Partial Payment***

If a Paying Agent makes a partial payment in respect of any Master Issuer Note, the Master Issuer shall procure and the Registrar will ensure that the amount and date of such payment are noted on the Register and, in the case of partial payment upon presentation of a Master Issuer Note, that a statement indicating the amount and date of such payment is endorsed on the relevant Master Issuer Note.

7.7 ***Record Date***

Each payment in respect of a Master Issuer Note will be made to the persons shown as the Holder in the Register (i) where the Master Issuer Note is in global form, at the close of the business day (being for this purpose a day on which Euroclear and Clearstream, Luxembourg are open for business) before the relevant due date, (ii) where the Master Issuer Note is in definitive form, at the opening of business in the place of the Registrar's Specified Office on the fifteenth day before the due date for such payment (the **Record Date**).

7.8 ***Payment of Interest***

Subject as provided otherwise in these Conditions, if interest is not paid in respect of a Master Issuer Note of any Class on the date when due and payable (other than because the due date is not a Business Day) or by reason of non-compliance with **Condition 7.1**, then such unpaid interest shall itself bear interest at the Rate of Interest applicable from time to time to such note until such interest and interest thereon are available for payment and notice thereof has been duly given in accordance with **Condition 12.10**.

8. Prescription

Claims against the Master Issuer for payment of interest and principal on redemption shall be prescribed and become void if the relevant Master Issuer Notes are not surrendered for payment within a period of 10 years from the relevant date in respect thereof. After the date on which a payment under a Master Issuer Note becomes void in its entirety, no claim may be made in respect thereof. In this **Condition 8**, the **relevant date**, in respect of a payment under a Master Issuer Note, is the date on which the payment in respect thereof first becomes due or (if the full amount of the monies payable in respect of those payments under all the Master Issuer Notes due on or before that date has not been duly received by the Principal Paying Agent or the Note Trustee on or prior to such date) the date on which, the full amount of such monies having been so received, notice to that effect is duly given to Noteholders in accordance with **Condition 12.10**.

9. Taxation

All payments in respect of the Master Issuer Notes will be made without withholding or deduction for, or on account of, any present or future taxes, duties or charges of whatsoever nature unless the Master Issuer or any relevant Paying Agent is required by applicable law to make any payment in respect of the Master Issuer Notes subject to any such withholding or deduction. In that event, the Master Issuer or such Paying Agent shall make such payment after such withholding or deduction has been made and shall account to the relevant authorities for the amount so required to be withheld or deducted. No Paying Agent nor the Master Issuer will be obliged to make any additional payments to Noteholders in respect of such withholding or deduction.

10. Events of Default

10.1 *Class A Noteholders*

The Note Trustee in its absolute discretion may, and if so requested in writing by the Holders of not less than 25 per cent. in aggregate Principal Amount Outstanding of the Class A Notes then outstanding (which for this purpose and the purpose of any Extraordinary Resolution referred to in this **Condition 10.1** means the Class A Notes of all Series constituted by the Trust Deed) or if so directed by or pursuant to an Extraordinary Resolution passed at a meeting of the Holders of the Class A Notes shall (subject, in each case, to being indemnified and/or secured and/or prefunded to its satisfaction) give notice (a **Class A Note Enforcement Notice**) to the Master Issuer, the Master Issuer Security Trustee and the Security Trustee of a Note Event of Default (as defined below) declaring (in writing) the Class A Notes and all other Master Issuer Notes to be due and repayable (and they shall forthwith become due and repayable) at any time after the happening of any of the following events (each a **Note Event of Default**) which is continuing or unwaived:

(a) default being made for a period of three Business Days in the payment of any amount of principal of the Class A Notes of any Series when and as the same ought to be paid in accordance with these Conditions or default being made for a period of three Business Days in the payment of any amount of interest on the Class A Notes of any Series when and as the same ought to be paid in accordance with these Conditions; or

(b) the Master Issuer failing duly to perform or observe any other obligation binding upon it under the Class A Notes of any Series, the Trust Deed, the Master Issuer Deed of Charge or any other Master Issuer Transaction Document and, in any such case (except where the Note Trustee certifies that, in its opinion, such failure is incapable of remedy, in which case no notice will be required), such failure is continuing unremedied for a period of 20 days following the service by the Note Trustee on the Master Issuer of notice requiring the same to be remedied and the Note Trustee has certified that the failure to perform or observe is materially prejudicial to the interests of the Holders of the Class A Notes of such Series; or

(c) the Master Issuer, otherwise than for the purposes of such amalgamation or reconstruction as is referred to in subparagraph (d) below, ceases or threatens to cease to carry on its business or a substantial part of its business or the Master Issuer is deemed unable to pay its debts within the meaning of Section 123(1)(a), (b), (c) or (d) of the Insolvency Act 1986 (as that section may be amended, modified or re-enacted) or becomes unable to pay its debts as they fall due or the value of its assets falls to less than the amount of its liabilities (taking into account for both these purposes its contingent and prospective liabilities) or otherwise becomes insolvent; or

(d) an order being made or an effective resolution being passed for the winding-up of the Master Issuer except a winding-up for the purposes of or pursuant to an amalgamation, restructuring or merger the terms of which have previously been approved by the Note Trustee in writing or by an Extraordinary Resolution of the Holders of the Class A Notes; or

(e) proceedings being otherwise initiated against the Master Issuer under any applicable liquidation, insolvency, composition, reorganisation or other similar laws (including, but not limited to, presentation for a petition for an administration order, the filing of documents with the court for an administration or the service of a notice of intention to appoint an administrator) and (except in the case of presentation of a petition for an administration order) such proceedings are not, in the sole opinion of the Note Trustee, being disputed in good faith with a reasonable prospect of success, or an administration order being granted or the appointment of an administrator takes effect or an administrative receiver or other receiver, liquidator or other similar official being appointed in relation to the Master Issuer or in relation to the whole or any substantial part of the undertaking or assets of the Master Issuer, or an encumbrancer taking possession of the whole or any substantial part of the undertaking or assets of the Master Issuer, or a distress, execution, diligence or other process being levied or enforced upon or sued out against the whole or any substantial part of the undertaking or assets of the Master Issuer and such possession or process (as the case may be) not being discharged or not otherwise ceasing to apply within 30 days, or the Master Issuer initiating or consenting to the foregoing proceedings relating to itself under applicable liquidation, insolvency, composition, reorganisation or other similar laws or making a conveyance or assignment for the benefit of its

creditors generally or a composition or similar arrangement with the creditors or takes steps with a view to obtaining a moratorium in respect of any of its indebtedness, including without limitation, the filing of documents with the court; or

(f) if a Master Intercompany Loan Enforcement Notice is served under the Master Intercompany Loan Agreement, while the Class A Notes of any Series are outstanding.

10.2 ***Class B Noteholders***

This **Condition 10.2** shall have no effect if, and for as long as, any Class A Notes of any Series are outstanding. Subject thereto, for so long as any Class B Notes of any Series are outstanding, the Note Trustee in its absolute discretion may, and if so requested in writing by the Holders of not less than 25 per cent. in aggregate Principal Amount Outstanding of the Class B Notes then outstanding (which for this purpose and the purpose of any Extraordinary Resolution referred to in this **Condition 10.2** means the Class B Notes of all Series constituted by the Trust Deed) or if so directed by or pursuant to an Extraordinary Resolution passed at a meeting of the Holders of the Class B Notes shall (subject, in each case, to being indemnified and/or secured and/or prefunded to its satisfaction) give notice (a **Class B Note Enforcement Notice**) to the Master Issuer, the Master Issuer Security Trustee and the Security Trustee of a Note Event of Default (as defined below) declaring (in writing) the Class B Notes and all other Master Issuer Notes to be due and repayable (and they shall forthwith become due and repayable) at any time after the happening of any of the following events:

(a) default being made for a period of three Business Days in the payment of any amount of principal of the Class B Notes of any Series when and as the same ought to be paid in accordance with these Conditions or default being made for a period of three Business Days in the payment of any amount of interest on the Class B Notes of any Series when and as the same ought to be paid in accordance with these Conditions; or

(b) the occurrence of any of the events in **Condition 10.1(b), (c), (d). (e)** or **(f) above** provided that the references in **Condition 10.1(b), Condition 10.1(d)** and **Condition 10.1(f)** to Class A Notes shall be read as references to Class B Notes.

10.3 ***Class M Noteholders***

This **Condition 10.3** shall have no effect if, and for as long as, any Class A Notes or any Class B Notes of any Series are outstanding. Subject thereto, for so long as any Class M Notes are outstanding, the Note Trustee in its absolute discretion may, and if so requested in writing by the Holders of not less than 25 per cent. in aggregate Principal Amount Outstanding of the Class M Notes then outstanding (which for this purpose and the purpose of any Extraordinary Resolution referred to in this **Condition 10.3** means the Class M Notes of all Series constituted by the Trust Deed) or if so directed by or pursuant to an Extraordinary Resolution passed at a meeting of the Holders of the Class M Notes shall (subject, in each case, to being indemnified and/or secured and/or prefunded to its satisfaction) give notice (a **Class M Note Enforcement Notice**) to the Master Issuer, the Master Issuer Security Trustee and the Security Trustee of a Note Event of Default (as defined below) declaring (in writing) the Class M Notes and all other Master Issuer Notes to be due and repayable (and they shall forthwith become due and repayable) at any time after the happening of any of the following events:

(a) default being made for a period of three Business Days in the payment of any amount of principal of the Class M Notes of any Series when and as the same ought to be paid in accordance with these Conditions or default being made for a period of three Business Days in the payment of any amount of interest on the Class M Notes of any Series when and as the same ought to be paid in accordance with these Conditions; or

(b) the occurrence of any of the events in **Condition 10.1(b), (c), (d). (e)** or **(f) above** provided that the references in **Condition 10.1(b), Condition 10.1(d)** and **Condition 10.1(f)** to Class A Notes shall be read as references to Class M Notes.

10.4 ***Class C Noteholders***

This **Condition 10.4** shall have no effect if, and for as long as, any Class A Notes, any Class B Notes or any Class M Notes of any Series are outstanding. Subject thereto, for so long as any Class C Notes are outstanding, the Note

Trustee in its absolute discretion may, and if so requested in writing by the Holders of not less than 25 per cent. in aggregate Principal Amount Outstanding of the Class C Notes then outstanding (which for this purpose and the purpose of any Extraordinary Resolution referred to in this **Condition 10.4** means the Class C Notes of all Series constituted by the Trust Deed) or if so directed by or pursuant to an Extraordinary Resolution passed at a meeting of the Holders of the Class C Notes shall (subject, in each case, to being indemnified and/or secured and/or prefunded to its satisfaction) give notice (a **Class C Note Enforcement Notice**) to the Master Issuer, the Master Issuer Security Trustee and the Security Trustee of a Note Event of Default (as defined below) declaring (in writing) the Class C Notes and all other Master Issuer Notes to be due and repayable (and they shall forthwith become due and repayable) at any time after the happening of any of the following events:

(a) default being made for a period of three Business Days in the payment of any amount of principal of the Class C Notes of any Series when and as the same ought to be paid in accordance with these Conditions or default being made for a period of three Business Days in the payment of any amount of interest on the Class C Notes of any Series when and as the same ought to be paid in accordance with these Conditions; or

(b) the occurrence of any of the events in **Condition 10.1(b), (c), (d). (e)** or **(f) above** provided that the references in **Condition 10.1(b), Condition 10.1(d)** and **Condition 10.1(f)** to Class A Notes shall be read as references to Class C Notes.

10.5 ***Class Z Noteholders***

This **Condition 10.5** shall have no effect if, and for as long as, any Class A Notes, any Class B Notes, any Class M Notes or any Class C Notes of any Series are outstanding. Subject thereto, for so long as any Class Z Notes are outstanding, the Note Trustee in its absolute discretion may, and if so requested in writing by the Holders of not less than 25 per cent. in aggregate Principal Amount Outstanding of the Class Z Notes then outstanding (which for this purpose and the purpose of any Extraordinary Resolution referred to in this **Condition 10.5** means the Class Z Notes of all Series constituted by the Trust Deed) or if so directed by or pursuant to an Extraordinary Resolution passed at a meeting of the Holders of the Class Z Notes shall (subject, in each case, to being indemnified and/or secured and/or prefunded to its satisfaction) give notice (a **Class Z Note Enforcement Notice**) to the Master Issuer, the Master Issuer Security Trustee and the Security Trustee of a Note Event of Default (as defined below) declaring (in writing) the Class Z Notes and all other Master Issuer Notes to be due and repayable (and they shall forthwith become due and repayable) at any time after the happening of any of the following events:

(a) default being made for a period of three Business Days in the payment of any amount of principal of the Class Z Notes of any Series when and as the same ought to be paid in accordance with these Conditions or default being made for a period of three Business Days in the payment of any amount of interest on the Class Z Notes of any Series when and as the same ought to be paid in accordance with these Conditions; or

(b) the occurrence of any of the events in **Condition 10.1(b), (c), (d). (e)** or **(f) above** provided that the references in **Condition 10.1(b), Condition 10.1(d)** and **Condition 10.1(f)** to Class A Notes shall be read as references to Class Z Notes.

10.6 ***Following Service of a Note Enforcement Notice***

In these Conditions, a **Note Enforcement Notice** means any of the Class A Note Enforcement Notice, the Class B Note Enforcement Notice, the Class M Note Enforcement Notice, the Class C Note Enforcement Notice and the Class Z Note Enforcement Notice. For the avoidance of doubt, upon any Note Enforcement Notice being given by the Note Trustee in accordance with **Conditions 10.1, 10.2, 10.3, 10.4** or **10.5 above**, all the Master Issuer Notes then outstanding shall immediately become due and repayable at their Principal Amount Outstanding together with accrued interest (or, in the case of Zero Coupon Master Issuer Note, at its Redemption Amount calculated in accordance with **Condition 6.6**.

11. Enforcement of Master Issuer Notes

11.1 *Enforcement*

The Note Trustee may, at its discretion and without notice at any time and from time to time, take such steps or actions and institute such proceedings against the Master Issuer or any other person as it may think fit to enforce the provisions of the Master Issuer Notes, the Trust Deed (including these Conditions) or any of the other Master Issuer Transaction Documents to which it is a party and the Note Trustee may, at its discretion without notice, at any time after the Master Issuer Security has become enforceable (including after the service of a Note Enforcement Notice in accordance with **Condition 10**), instruct the Master Issuer Security Trustee to take such steps as it may think fit to enforce the Master Issuer Security. The Note Trustee shall not be bound to take such steps or institute such proceedings or give such instructions unless:

(a) (subject in all cases to restrictions contained in the Trust Deed to protect the interests of any higher ranking Class of Noteholders) it shall have been so directed by an Extraordinary Resolution of the Class A Noteholders, the Class B Noteholders, the Class M Noteholders, the Class C Noteholders and the Class Z Noteholders (which for this purpose means the Holders of all Series of the Class A Notes, the Class B Notes, the Class M Notes, the Class C Notes or the Class Z Notes (as applicable)) or so requested in writing by the Holders of at least 25 per cent. in aggregate Principal Amount Outstanding of the Class A Notes, the Class B Notes, the Class M Notes, the Class C Notes and the Class Z Notes (as applicable) of all Series then outstanding; and

(b) it shall have been indemnified and/or secured to its satisfaction.

The Master Issuer Security Trustee shall not, and shall not be bound to, take such steps or take any such action unless it is so directed by the Note Trustee and indemnified and/or secured to its satisfaction.

Amounts available for distribution after enforcement of the Master Issuer Security shall be distributed in accordance with the terms of the Master Issuer Deed of Charge.

No Noteholder shall be entitled to proceed directly against the Master Issuer unless the Note Trustee or the Master Issuer Security Trustee (as the applicable), having become bound so to do, fails to do so within a reasonable period and such failure shall be continuing, provided that no Class B Noteholder, Class M Noteholder, Class C Noteholder or Class Z Noteholder will be entitled to commence proceedings for the winding-up or administration of the Master Issuer at any time unless:

- there are no outstanding Master Issuer Notes of a Class with higher priority; or
- if Master Issuer Notes of a Class with higher priority are outstanding, there is consent of Noteholders of at least one quarter of the aggregate Principal Amount Outstanding of the Master Issuer Notes outstanding of the Class or Classes of Master Issuer Notes with higher priority or pursuant to an Extraordinary Resolution of the Holders of such Class of Master Issuer Notes.

Notwithstanding any other condition or any provision of any Transaction Document, all obligations of the Master Issuer to the Noteholders are limited in recourse to the Master Issuer Security. If:

- there is no Master Issuer Security remaining which is capable of being realised or otherwise converted into cash;
- all amounts available from the Master Issuer Security have been applied to meet or provide for the relevant obligations specified in, and in accordance with, the provisions of the Master Issuer Deed of Charge; and
- there are insufficient amounts available from the Master Issuer Security to pay in full, in accordance with the provisions of the Master Issuer Deed of Charge, amounts outstanding under the Master Issuer Notes (including payments of principal, premium (if any) and interest),

then the Noteholders shall have no further claim against the Master Issuer in respect of any amounts owing to them which remain unpaid (including, for the avoidance of doubt, payments of principal, premium (if any) and/or interest in

respect of the Master Issuer Notes) and such unpaid amounts shall be deemed to be discharged in full and any relevant payment rights shall be deemed to cease.

12. Meetings of Noteholders, Modifications and Waiver

12.1 Meetings of Noteholders

The Trust Deed contains provisions for convening meetings of Noteholders of any Series and Class (or Sub-Class) to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of any provision of these Conditions or the provisions of any of the Master Issuer Transaction Documents.

(a) *Class A Notes*

In respect of the Class A Notes, the Trust Deed provides that, subject to **Condition 12.2**:

(i) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class A Notes of one Sub-Class or Series (as the case may be) only shall be deemed to have been duly passed if passed at a meeting of the Holders of the Class A Notes of that Sub-Class or Series (as the case may be);

(ii) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class A Notes of any two or more Sub-Classes or Series (as the case may be) but does not give rise to a conflict of interest between the Holders of any such two or more Sub-Classes or Series (as the case may be) of Class A Notes, shall be deemed to have been duly passed if passed at a single meeting of the Holders of such two or more Sub-Classes or Series (as the case may be) of Class A Notes; and

(iii) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class A Notes of any two or more Sub-Classes or Series (as the case may be) and gives or may give rise to a conflict of interest between the Holders of any such Sub-Classes or Series (as the case may be) of Class A Notes, shall be deemed to have been duly passed only if, in lieu of being passed at a single meeting of the Holders of such two or more Sub-Classes or Series (as the case may be) of Class A Notes, it shall be duly passed at a separate meeting of the Holders of each such Sub-Class or Series (as the case may be) of Class A Notes.

In the case of a single meeting of the Holders of the Class A Notes of any two or more Sub-Classes or Series (as the case may be) which are not all denominated in the same currency, the Principal Amount Outstanding of any Class A Note denominated in a currency other than sterling shall be converted into sterling at the relevant swap rate.

The Trust Deed contains provisions similar to those in the preceding two paragraphs in relation to requests in writing from Class A Noteholders upon which the Note Trustee or, as the case may be, the Master Issuer Security Trustee is bound to act.

(b) *Class B Notes*

In respect of the Class B Notes, the Trust Deed provides that, subject to **Condition 12.2**:

(i) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class B Notes of one Sub-Class or Series (as the case may be) only shall be deemed to have been duly passed if passed at a meeting of the Holders of the Class B Notes of that Sub-Class or Series (as the case may be);

(ii) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class B Notes of any two or more Sub-Classes or Series (as the case may be) but does not give rise to a conflict of interest between the Holders of any such two or more Sub-Classes or Series (as the case may be) of Class B Notes, shall be deemed to have been duly passed if passed at a single meeting of the Holders of such two or more Sub-Classes or Series (as the case may be) of Class B Notes; and

(iii) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class B Notes of any two or more Sub-Classes or Series (as the case may be) and gives or may give rise to a conflict of interest between the Holders of any such Sub-Classes or Series (as the case may be) of Class B Notes, shall be deemed to have been duly passed only if, in lieu of being passed at a single meeting of the Holders of such two or more Sub-Classes or Series (as the case may be) of Class B Notes, it shall be duly passed at a separate meeting of the Holders of each such Sub-Class or Series (as the case may be) of Class B Notes.

In the case of a single meeting of the Holders of the Class B Notes of any two or more Sub-Classes or Series (as the case may be) which are not all denominated in the same currency, the Principal Amount Outstanding of any Class B Note denominated in a currency other than sterling shall be converted into sterling at the relevant swap rate.

The Trust Deed contains provisions similar to those in the preceding two paragraphs in relation to requests in writing from Class B Noteholders upon which the Note Trustee or, as the case may be, the Master Issuer Security Trustee is bound to act.

(c) *Class M Notes*

In respect of the Class M Notes, the Trust Deed provides that, subject to **Condition 12.2**:

(i) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class M Notes of one Sub-Class or Series (as the case may be) only shall be deemed to have been duly passed if passed at a meeting of the Holders of the Class M Notes of that Sub-Class or Series (as the case may be);

(ii) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class M Notes of any two or more Sub-Classes or Series (as the case may be) but does not give rise to a conflict of interest between the Holders of any such two or more Sub-Classes or Series (as the case may be) of Class M Notes, shall be deemed to have been duly passed if passed at a single meeting of the Holders of such two or more Sub-Classes or Series (as the case may be) of Class M Notes; and

(iii) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class M Notes of any two or more Sub-Classes or Series (as the case may be) and gives or may give rise to a conflict of interest between the Holders of any such Sub-Classes or Series (as the case may be) of Class M Notes, shall be deemed to have been duly passed only if, in lieu of being passed at a single meeting of the Holders of such two or more Sub-Classes or Series (as the case may be) of Class M Notes, it shall be duly passed at a separate meeting of the Holders of each such Sub-Class or Series (as the case may be) of Class M Notes.

In the case of a single meeting of the Holders of the Class M Notes of any two or more Sub-Classes or Series (as the case may be) which are not all denominated in the same currency, the Principal Amount Outstanding of any Class M Note denominated in a currency other than sterling shall be converted into sterling at the relevant swap rate.

The Trust Deed contains provisions similar to those in the preceding two paragraphs in relation to requests in writing from Class M Noteholders upon which the Note Trustee or, as the case may be, the Master Issuer Security Trustee is bound to act.

(d) *Class C Notes*

In respect of the Class C Notes, the Trust Deed provides that, subject to **Condition 12.2**:

(i) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class C Notes of one Sub-Class or Series (as the case may be) only shall be deemed to have been duly passed if passed at a meeting of the Holders of the Class C Notes of that Sub-Class or Series (as the case may be);

(ii) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class C Notes of any two or more Sub-Classes or Series (as the case may be), but does not give rise to a conflict of interest between the Holders of any such two or more Sub-Classes or Series (as the case may be) of Class C Notes, shall be deemed to have been duly passed if passed at a single meeting of the Holders of such two or more Sub-Classes or Series (as the case may be) of Class C Notes; and

(iii) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class C Notes of any two or more Sub-Classes or Series (as the case may be) and gives or may give rise to a conflict of interest between the Holders of any such Sub-Classes or Series (as the case may be) of Class C Notes, shall be deemed to have been duly passed only if, in lieu of being passed at a single meeting of the Holders of such two or more Sub-Classes or Series (as the case may be) of Class C Notes, it shall be duly passed at a separate meeting of the Holders of each such Sub-Class or Series (as the case may be) of Class C Notes.

In the case of a single meeting of the Holders of the Class C Notes of any two or more Sub-Classes or Series (as the case may be) which are not all denominated in the same currency, the Principal Amount Outstanding of any Class C Note denominated in a currency other than sterling shall be converted into sterling at the relevant swap rate.

The Trust Deed contains provisions similar to those in the preceding two paragraphs in relation to requests in writing from Class C Noteholders upon which the Note Trustee or, as the case may be, the Master Issuer Security Trustee is bound to act.

(e) *Class Z Notes*

In respect of the Class Z Notes, the Trust Deed provides that, subject to **Condition 12.2**:

(i) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class Z Notes of one Sub-Class or Series (as the case may be) only shall be deemed to have been duly passed if passed at a meeting of the Holders of the Class Z Notes of that Sub-Class or Series (as the case may be);

(ii) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class Z Notes of any two or more Sub-Classes or Series (as the case may be) but does not give rise to a conflict of interest between the Holders of any such two or more Sub-Classes or Series (as the case may be) of Class Z Notes, shall be deemed to have been duly passed if passed at a single meeting of the Holders of such two or more Sub-Classes or Series (as the case may be) of Class Z Notes; and

(iii) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class Z Notes of any two or more Sub-Classes or Series (as the case may be) and gives or may give rise to a conflict of interest between the Holders of any such Sub-Classes or Series (as the case may be) of Class Z Notes, shall be deemed to have been duly passed only if, in lieu of being passed at a single meeting of the Holders of such two or more Sub-Classes or Series (as the case may be) of Class Z Notes, it shall be duly passed at a separate meeting of the Holders of each such Sub-Class or Series (as the case may be) of Class Z Notes.

In the case of a single meeting of the Holders of the Class Z Notes of any two or more Sub-Classes or Series (as the case may be) which are not all denominated in the same currency, the Principal Amount Outstanding of any Class Z Note denominated in a currency other than sterling shall be converted into sterling at the relevant swap rate.

The Trust Deed contains provisions similar to those in the preceding two paragraphs in relation to requests in writing from Class Z Noteholders upon which the Note Trustee or, as the case may be, the Master Issuer Security Trustee is bound to act.

The quorum for any meeting of the Holders of any Series and Class (or Sub-Class) of Master Issuer Notes or of any Class of Master Issuer Notes of more than one Series convened to consider a resolution (except for the purpose of passing an Extraordinary Resolution or a Programme Resolution) will be one or more persons holding or

representing not less than 50 per cent. of the aggregate Principal Amount Outstanding then outstanding of such Series and Class (or Sub-Class) of Master Issuer Notes or such Class of Master Issuer Notes of more than one Series or, at any adjourned meeting, one or more persons being or representing Noteholders of such Series and Class (or Sub-Class) of Master Issuer Notes or such Class of Master Issuer Notes of more than one Series, whatever the aggregate Principal Amount Outstanding then outstanding of the relevant Master Issuer Notes so held or represented. A **resolution** means a resolution (excluding an Extraordinary Resolution or a Programme Resolution) passed at a meeting of Noteholders duly convened and held in accordance with the provisions of the Trust Deed by a simple majority of the persons voting thereat upon a show of hands or if a poll is duly demanded by a simple majority of the votes cast on such poll.

Subject to the following paragraph, the quorum at any meeting of the Holders of any Series or Class (or Sub-Class) of Master Issuer Notes or of any Class of Master Issuer Notes of more than one Series of Master Issuer Notes convened to consider the passing of an Extraordinary Resolution (including, for the avoidance of doubt, a Programme Resolution (as defined in **Condition 12.2**)) shall (subject as provided below) be one or more persons holding or representing not less than 50 per cent. of the aggregate principal amount outstanding of the Master Issuer Notes of the relevant Series and Class (or Sub-Class) or of the Class of Master Issuer Notes of more than one Series of Master Issuer Notes or, at any adjourned and reconvened meeting, not less than one or more persons being or representing Noteholders whatever the principal amount outstanding of the Master Issuer Notes of the relevant Series and Class (or Sub-Class) or of the Class of Master Issuer Notes of more than one Series of Master Issuer Notes.

The quorum at any meeting of the Holders of any Series and Class (or Sub-Class) of Master Issuer Notes or of any Class of Master Issuer Notes of more than one Series of Master Issuer Notes convened to consider an Extraordinary Resolution which includes the sanctioning of a modification which would have the effect of altering the amount or timing of payments of principal on the Master Issuer Notes of such Series and Class (or Sub-Class) or of such Class or the rate, the day or the timing of payments of interest thereon or of the currency of payment of the Master Issuer Notes of such Series and Class (or Sub-Class) or of such Class or altering the priority of payments or altering the quorum or majority required in relation to any resolution (each, a **Basic Terms Modification**, as more fully defined in the Trust Deed), shall be one or more persons holding or representing not less than 75 per cent. of the aggregate Principal Amount Outstanding then outstanding of the Master Issuer Notes of the relevant Series and Class (or Sub-Class) or of the Class of Master Issuer Notes of more than one Series of Master Issuer Notes or, at any adjourned and reconvened meeting, 25 per cent. of the aggregate Principal Amount Outstanding then outstanding of the Master Issuer Notes of the relevant Series and Class (or Sub-Class).

An Extraordinary Resolution passed at any meeting of Noteholders shall be binding on all of the Noteholders of the relevant Series and Class (or Sub-Class) or of the Class of Master Issuer Notes of more than one Series of Master Issuer Notes whether or not they are present or represented at the meeting.

A resolution signed by or on behalf of all the Noteholders of the relevant Series and Class (or Sub-Class) or of the relevant Class of more than one Series of Master Issuer Notes who for the time being are entitled to receive notice of a meeting under the Trust Deed shall for all purposes be as valid and effective as an Extraordinary Resolution passed at a meeting of Holders of such Series and Class (or Sub-Class) or of the relevant Class of more than one Series of Master Issuer Notes.

12.2 ***Programme Resolution***

Notwithstanding the provisions of **Condition 12.1**, any Extraordinary Resolution of the Noteholders of any Class to direct the Note Trustee to give a Note Enforcement Notice pursuant to **Condition 10** or take any enforcement action or instruct the Master Issuer Security Trustee to enforce the Master Issuer Security pursuant to **Condition 11** (a **Programme Resolution**) shall only be capable of being passed at a single meeting of the Noteholders of all Series of such Class of Master Issuer Notes. The quorum at any such meeting for passing a Programme Resolution shall be one or more persons holding or representing not less than 50 per cent. of the aggregate Principal Amount Outstanding then outstanding of the Master Issuer Notes of such Class or, at any adjourned and reconvened meeting, one or more persons being or representing Master Issuer Noteholders of such Class of Master Issuer Notes, whatever the aggregate Principal Amount Outstanding of such Class of Master Issuer Notes so held or represented by them.

A Programme Resolution passed at any meeting of all Series of any Class of Master Issuer Notes shall be binding on all Noteholders of all Series of that Class of Master Issuer Notes, whether or not they are present or represented at the meeting.

12.3 ***Limitations on Noteholders***

Subject as provided in Condition 12.4:

(a) an Extraordinary Resolution of the Class A Noteholders of any Series shall be binding on all Class B Noteholders, all Class M Noteholders, all Class C Noteholders and all Class Z Noteholders in each case, of that Series or of any other Series;

(b) no Extraordinary Resolution of the Class B Noteholders of any Series shall take effect for any purpose while any Class A Notes of that Series or of any other Series remain outstanding unless it shall have been sanctioned by an Extraordinary Resolution of the Class A Noteholders of each Series or the Note Trustee is of the opinion that it would not be materially prejudicial to the interests of the Class A Noteholders of any Series as applicable and subject hereto and to **Condition 12.4**, an Extraordinary Resolution of the Class B Noteholders of any Series will be binding on the Class M Noteholders, the Class C Noteholders and the Class Z Noteholders in each case, of that or any other Series irrespective of the effect upon them;

(c) no Extraordinary Resolution of the Class M Noteholders of any Series shall take effect for any purpose while any Class A Notes or Class B Notes in each case, of that Series or of any other Series remain outstanding unless it shall have been sanctioned by an Extraordinary Resolution of the Class A Noteholders and an Extraordinary Resolution of the Class B Noteholders, in each case of each Series or the Note Trustee is of the opinion that it would not be materially prejudicial to the respective interests of the Class A Noteholders and/or the Class B Noteholders of any Series (as applicable) and subject hereto and to **Condition 12.4**, an Extraordinary Resolution of the Class M Noteholders of any Series will be binding on the Class C Noteholders and the Class Z Noteholders in each case, of that or of any other Series irrespective of the effect upon them;

(d) no Extraordinary Resolution of the Class C Noteholders of any Series shall take effect for any purpose while any Class A Notes, Class B Notes or Class M Notes in each case, of that Series or of any other Series remain outstanding unless it shall have been sanctioned by an Extraordinary Resolution of the Class A Noteholders, an Extraordinary Resolution of the Class B Noteholders and an Extraordinary Resolution of the Class M Noteholders, in each case of each Series or the Note Trustee is of the opinion that it would not be materially prejudicial to the respective interests of the Class A Noteholders, the Class B Noteholders and/or the Class M Noteholders of any Series (as applicable) and subject hereto and to **Condition 12.4**, an Extraordinary Resolution of the Class C Noteholders of any Series will be binding on the Class Z Noteholders of that or any other Series irrespective of the effect upon them; and

(e) no Extraordinary Resolution of Class Z Noteholders of any Series shall take effect for any purpose while any Class A Notes, Class B Notes, Class M Notes or Class C Notes in each case, of that Series or of any other Series remain outstanding unless it shall have been sanctioned by an Extraordinary Resolution of the Class A Noteholders, an Extraordinary Resolution of the Class B Noteholders, an Extraordinary Resolution of the Class M Noteholders and an Extraordinary Resolution of the Class C Noteholders, in each case of each Series or the Note Trustee is of the opinion that it would not be materially prejudicial to the respective interests of the Class A Noteholders, the Class B Noteholders, the Class M Noteholders and/or the Class C Noteholders of any Series (as applicable).

12.4 ***Approval of Modifications and Waivers by Noteholders***

(a) No Extraordinary Resolution of the Noteholders of any one or more Series of Class A Notes to sanction a modification of, or any waiver or authorisation of any breach or proposed breach of, any of the provisions of the Master Issuer Transaction Documents or the Conditions of the Master Issuer Notes shall take effect unless it has been sanctioned by an Extraordinary Resolution of the Class B Noteholders, an Extraordinary Resolution of the Class M Noteholders, an Extraordinary Resolution of the Class C Noteholders and an Extraordinary Resolution of the Class Z Noteholders, in each case of each Series, or the Note Trustee is of the opinion that it would not be materially prejudicial to the respective interests of the Class B Noteholders, the Class M Noteholders, the Class C Noteholders and the Class Z Noteholders of any Series.

(b) No Extraordinary Resolution of the Noteholders of any one or more Series of Class B Notes to sanction a modification of, or any waiver or authorisation of any breach or proposed breach of, any of the provisions of the Master Issuer Transaction Documents or the Conditions of the Master Issuer Notes shall take effect unless it has been sanctioned by an Extraordinary Resolution of the Class M Noteholders, an Extraordinary

Resolution of the Class C Noteholders and an Extraordinary Resolution of the Class Z Noteholders, in each case of each Series, or the Note Trustee is of the opinion that it would not be materially prejudicial to the respective interests of the Class M Noteholders, the Class C Noteholders and the Class Z Noteholders of any Series.

(c) No Extraordinary Resolution of the Noteholders of any one or more Series of Class M Notes to sanction a modification of, or any waiver or authorisation of any breach or proposed breach of, any of the provisions of the Master Issuer Transaction Documents or the Conditions of the Master Issuer Notes shall take effect unless it has been sanctioned by an Extraordinary Resolution of the Class C Noteholders and an Extraordinary Resolution of the Class Z Noteholders, in each case of each Series, or the Note Trustee is of the opinion that it would not be materially prejudicial to the respective interests of the Class C Noteholders and the Class Z Noteholders of any Series.

(d) No Extraordinary Resolution of the Noteholders of any one or more Series of Class C Notes to sanction a modification of, or any waiver or authorisation of any breach or proposed breach of, any of the provisions of the Master Issuer Transaction Documents or the Conditions of the Master Issuer Notes shall take effect unless it has been sanctioned by an Extraordinary Resolution of the Class Z Noteholders of each Series, or the Note Trustee is of the opinion that it would not be materially prejudicial to the respective interests of the Class Z Noteholders of any Series.

12.5 ***Modifications and Determinations by Note Trustee***

(a) Subject as provided in the Trust Deed, the Note Trustee may, without the consent of the Noteholders:

(i) agree to any modification (other than a Basic Terms Modification) of, or to the waiver or authorisation of any breach or proposed breach of, these Conditions of any Series and Class (or Sub-Class) of Master Issuer Notes or any of the Master Issuer Transaction Documents, which is not, in the opinion of the Note Trustee, materially prejudicial to the interests of the Noteholders of any Class of any Series of Master Issuer Notes or materially prejudicial to the interests of any of the Master Issuer Swap Providers; or

(ii) determine that any Note Event of Default shall not be treated as such provided that it is not in the opinion of the Note Trustee materially prejudicial to the interest of the Holders of the most senior Class of any Series of Master Issuer Notes then outstanding; or

(iii) agree to any modification (including a Basic Terms Modification) of these Conditions or any of the Master Issuer Transaction Documents which, in the opinion of the Note Trustee, is of a formal, minor or technical nature or is to correct a manifest error or an error established as such to the satisfaction of the Note Trustee or is to comply with the mandatory provisions of law; or

(iv) agree to any modification of any of these Conditions or any Master Issuer Transaction Documents as expressly provided for in the Master Issuer Transaction Documents.

(b) Subject as provided in the Trust Deed, the Note Trustee shall be obliged, without the consent or sanction of the Noteholders, to concur with the Master Issuer, and to direct the Master Issuer Security Trustee and the Security Trustee to concur with the Master Issuer, in making any modification (other than a Basic Terms Modification, provided that a Base Rate Modification (as defined below) shall not constitute a Basic Terms Modification) of these Conditions or any of the Transaction Documents that the Master Issuer (acting on the advice of the Master Issuer Cash Manager) considers necessary for the purpose of changing the screen rate or base rate (the **Applicable Base Rate**) that then applies in respect of the Floating Rate Master Issuer Notes, the Master Issuer Swap Agreements, the Master Issuer Term Advances, in each case, in relation only to Master Issuer Notes issued on or after 5 March 2018, and/or the Funding Swaps (such replacement rate, an **Alternative Base Rate**) and making such other related or consequential amendments as are necessary or advisable in the reasonable judgment of the Master Issuer and/or Funding (in each case, acting on the advice of the Master Issuer Cash Manager) to facilitate such change (a **Base Rate Modification**), provided that, in relation to any such Base Rate Modification:

(i) the Master Issuer (or the Master Issuer Cash Manager, acting on behalf of the Master Issuer) certifies to the Note Trustee in writing (such certificate, a **Base Rate Modification Certificate**) that such Base Rate Modification is being undertaken due to:

(A) a material disruption to LIBOR, EURIBOR or any other relevant interest rate benchmark, an adverse change in the methodology of calculating such interest rate benchmark or such interest rate benchmark ceasing to exist or be published;

(B) the insolvency or cessation of business of the administrator of LIBOR, EURIBOR or any other relevant interest rate benchmark (in circumstances where no successor administrator has been appointed);

(C) a public statement by the administrator of LIBOR, EURIBOR or any other relevant interest rate benchmark that it has or will cease publishing the relevant interest rate benchmark permanently or indefinitely (in circumstances where no successor administrator has been appointed) or has or will change such interest rate benchmark in an adverse manner;

(D) a public statement by the supervisor of the administrator of LIBOR, EURIBOR or any other relevant interest rate benchmark that the relevant interest rate benchmark has been or will be permanently or indefinitely discontinued or will be changed in an adverse manner;

(E) a public statement by the supervisor of the administrator of LIBOR, EURIBOR or any other relevant interest rate benchmark that means the relevant interest rate benchmark may no longer be used or that its use is or will be subject to restrictions or adverse consequences;

(F) a public announcement of the permanent or indefinite discontinuation of the relevant screen rate or base rate that applies to the Floating Rate Master Issuer Notes at such time;

(G) it becoming unlawful for any Paying Agent, the Agent Bank, any calculation agent, the Master Issuer or the Master Issuer Cash Manager to calculate any payments due to be made to any Noteholder or any party to the Transaction Documents using the Applicable Base Rate; or

(H) the reasonable expectation of the Master Issuer (or the Master Issuer Cash Manager, acting on behalf of the Master Issuer) that any of the events specified in paragraphs (A) to (G) above will occur or exist within six months of the proposed effective date of such Base Rate Modification;

(ii) such Alternative Base Rate is a base rate published, endorsed, approved or recognised by the Federal Reserve, the Bank of England or the European Central Bank, any regulator in the United States, the United Kingdom or the European Union or any stock exchange on which the Master Issuer Notes are listed (or any relevant committee or other body established, sponsored or approved by any of the foregoing);

(iii) each of the Rating Agencies confirms in writing to the Issuer (copied to the Note Trustee) that the then current ratings of any Rated Notes will not be downgraded, withdrawn or qualified as a result of such Base Rate Modification (it being acknowledged that none of the Rating Agencies has any obligation to provide such confirmation at any time and that the confirmation of one of the Rating Agencies may be sufficient for that purpose; provided that (i) a written request for confirmation or response has been delivered to each Rating Agency by or on behalf of the Master Issuer (copied to the Note Trustee) and (ii) one or more Rating Agencies either (x) indicates it does not consider such confirmation or response necessary, or (y) provides no confirmation or response within a reasonable timeframe)); and

(iv) the Seller or the Master Issuer pays all fees, costs and expenses (including legal fees) properly incurred by the Master Issuer, the Note Trustee and or any other Transaction Party in connection with such Base Rate Modification,

provided that:

(x) at least 35 calendar days' prior written notice of any such proposed Base Rate Modification has been given to the Note Trustee;

(y) the Base Rate Modification Certificate in relation to such Base Rate Modification shall be provided to the Note Trustee both at the time the Note Trustee is notified of the proposed Base Rate Modification and on the date that such Base Rate Modification takes effect; and

(z) the Master Issuer Cash Manager, acting on behalf of the Master Issuer, certifies in writing to the Note Trustee (which certification may be in the Base Rate Modification Certificate) that the Master Issuer has provided at least 30 calendar days' notice to the Noteholders of the proposed Base Rate Modification in accordance with Condition 12.10 (Notice to Noteholders) and Noteholders representing at least 10 per cent. of the Aggregate Principal Amount Outstanding of the most senior Class of Floating Rate Master Issuer Notes then outstanding have not contacted the Master Issuer or the Principal Paying Agent (acting on behalf of the Master Issuer) in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Floating Rate Master Issuer Notes may be held) within such notification period notifying the Master Issuer or the Principal Paying Agent (acting on behalf of the Master Issuer) that such Noteholders do not consent to the Base Rate Modification.

If Noteholders representing at least 10 per cent. of the Aggregate Principal Amount Outstanding of the most senior Class of Floating Rate Master Issuer Notes then outstanding have notified the Master Issuer or the Principal Paying Agent (acting on behalf of the Master Issuer) in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Floating Rate Master Issuer Notes may be held) within the notification period referred to above that they do not consent to the Base Rate Modification, then such Base Rate Modification will not be made unless an Extraordinary Resolution of the Noteholders of the most senior Class of Floating Rate Master Issuer Notes then outstanding is passed in favour of such Base Rate Modification in accordance with this Condition 12.

Objections made other than through the applicable clearing system must be in writing and accompanied by evidence to the Note Trustee's satisfaction (having regard to prevailing market practices) of the relevant Noteholder's holding of the Master Issuer Notes.

Nothing in this paragraph (b) affects the rights of the Noteholders of Master Issuer Notes issued prior to 5 March 2018 in relation to amendments to the Funding Swaps.

Notwithstanding anything to the contrary in this Condition 12 or any Transaction Document, when implementing any Base Rate Modification pursuant to this Condition 12.5(b):

(1) the Note Trustee shall not consider the interests of the Noteholders, any other Secured Creditor or any other person and shall act and rely solely, and without further enquiry or liability, on any certificate (including any Base Rate Modification Certificate) or evidence provided to it by the Master Issuer or the Master Issuer Cash Manager acting on behalf of the Master Issuer and shall not be liable to the Noteholders, any other Secured Creditor or any other person for so acting or relying, irrespective of whether any such Base Rate Modification is or may be materially prejudicial to the interests of any such person; and

(2) the Note Trustee shall not be obliged to agree to any modification which, in the sole opinion of the Note Trustee, would have the effect of (i) exposing the Note Trustee to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (ii) increasing the obligations or duties, or decreasing the rights or protections, of the Note Trustee in the Master Issuer Transaction Documents and/or these Conditions.

For the avoidance of doubt, the Master Issuer (or the Master Issuer Cash Manager, acting on behalf of the Master Issuer) may propose an Alternative Base Rate on more than one occasion provided that the conditions set out in this Condition 12.5(b) are satisfied.

(c) Without prejudice to (i) Clauses 19.1, 19.2, 19.3 and 19.4 of the Trust Deed and (ii) Clause 25.8 of the Funding Deed of Charge, subject to Clause 19.5(b) of the Trust Deed, the Note Trustee shall, without the consent of any holders of any Series or Class of Notes, be required to give its consent to any modifications to any Funding Agreement or the Master Definitions and Construction Schedule that are requested by Funding or the Cash Manager, provided that Funding or the Cash Manager, as the case may be, has certified to the Note Trustee in writing that such modifications are required in order to accommodate:

(i) Master Issuer Notes to be issued and/or Master Issuer Term Advances to be made available by the Master Issuer to Funding under the Master Intercompany Loan Agreement;

(ii) the entry by Funding into New Intercompany Loan Agreements, the issue of new types of notes by New Issuers or the issue of notes by Funding directly;

(iii) the addition of other relevant Funding Secured Creditors to the Transaction Documents;

(iv) the assignment of New Loans or their Related Security to the Mortgages Trustee;

(v) amendments to the representations and warranties set out in Schedule 1 of the Mortgage Sale Agreement;

(vi) changes to the Funding Reserve Fund Required Amount, the Funding Liquidity Reserve Required Amount and/or the manner in which the Funding Reserve Fund or the Funding Liquidity Reserve Fund is funded;

(vii) different Interest Payment Dates and/or Interest Periods for any Master Issuer Notes to be issued by the Master Issuer (including modification of the Interest Payment Dates and/or Interest Periods and/or the basis for the calculation of interest in respect of any outstanding Master Issuer Notes) and/or different Interest Payment Dates and/or Interest Periods (including modification of the basis for the calculation of interest) in respect of any outstanding Master Issuer Term Advances under the Master Intercompany Loan Agreement, and consequential modifications in respect of (i) the amounts payable under, the rates for calculating the amounts payable under and the periods for payment and the dates for payment under the Funding Swap Agreement and (ii) the amounts payable under, the rates for calculating the amounts payable under and the periods for payment under and the dates for payment under the Master Issuer Swap Agreements; and/or

(viii) the Master Issuer to comply, with respect only to Master Issuer Notes to be issued on or after 27 August 2013, with any requirements which apply to it under European Regulation 648/2012 of 4 July 2012, known as the European Market Infrastructure Regulation (**EMIR**) and which accordingly will be mandatory under EMIR irrespective of whether such modifications are materially prejudicial to the interests of the Noteholders of any Series or Class of Master Issuer Notes or any other Master Issuer Secured Creditor and provided such modifications do not relate to a Basic Terms Modification. The Note Trustee shall not be obliged to agree to any modification pursuant to this Condition 12.5(c)(viii) which (in the sole opinion of the Note Trustee) would have the effect of (a) exposing the Note Trustee to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction; and (b) increasing the obligations or duties, or decreasing the protections of the Note Trustee in the Transaction Documents and/or the Conditions of the Master Issuer Notes. The Noteholders and the Master Issuer Secured Creditors shall be deemed to have instructed the Note Trustee to concur with such EMIR amendments and shall be bound by them regardless of whether they are materially prejudicial to their interests.

Any modification, waiver, authorisation or determination made pursuant to this Condition 12.5 shall be binding on the Noteholders and, unless the Note Trustee agrees otherwise, any such modification shall be notified to the Noteholders and the Rating Agencies in accordance with **Condition 12.10** as soon as practicable thereafter.

12.6 ***Redenomination***

The Note Trustee may agree, without the consent of the Holders of the Sterling Notes on or after the Specified Date (as defined below), to such modifications to the Sterling Notes and the Trust Deed in respect of redenomination of such Sterling Notes in euro and associated reconventioning, renominalisation and related matters in respect of such Sterling Notes as may be proposed by the Master Issuer (and confirmed by an independent financial institution

approved by the Note Trustee to be in conformity with then applicable market conventions) and to provide for redemption at the euro equivalent of the sterling principal amount of the Sterling Notes. For these purposes, **Specified Date** means the date on which the United Kingdom participates in the third stage of European economic and monetary union pursuant to the Treaty establishing the European Community, as amended by the Treaty on European Union, or otherwise participates in European economic and monetary union in a manner with an effect similar to such third stage.

Any such modification shall be binding on the Holders of the Sterling Notes and, unless the Note Trustee agrees otherwise, any such modification shall be notified to such Noteholders in accordance with **Condition 12.10** as soon as practicable thereafter.

12.7 ***Exercise of Note Trustee's or Master Issuer Security Trustee's Functions***

Where the Note Trustee or the Master Issuer Security Trustee is required, in connection with the exercise of its powers, trusts, authorities, duties and discretions under these Conditions or any Transaction Document, to have regard to the interests of the Noteholders of any Class, it shall have regard to the interests of such Noteholders as a class and, in particular but without prejudice to the generality of the foregoing, neither the Note Trustee nor the Master Issuer Security Trustee shall have regard to, or be in any way liable for, the consequences of such exercise for individual Noteholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory. In connection with any such exercise, neither the Note Trustee nor the Master Issuer Security Trustee shall be entitled to require, and no Noteholder shall be entitled to claim, from the Master Issuer or any other person, any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders.

12.8 ***Indemnification of the Note Trustee and the Master Issuer Security Trustee***

The Trust Deed and the Master Issuer Deed of Charge set out certain provisions for the benefit of the Note Trustee and the Master Issuer Security Trustee. The following is a summary of such provisions and is subject to the more detailed provisions of the Trust Deed and the Master Issuer Deed of Charge.

The Master Issuer Transaction Documents contain provisions governing the responsibility (and relief from responsibility) of the Note Trustee and the Master Issuer Security Trustee, respectively, and providing for its indemnification in certain circumstances, including, among others, provisions relieving the Master Issuer Security Trustee from taking enforcement proceedings or enforcing the Master Issuer Security unless indemnified and/or secured to its satisfaction.

The Note Trustee and the Master Issuer Security Trustee and their related companies are entitled to enter into business transactions with the Master Issuer, the Master Issuer Cash Manager and/or the related companies of any of them and to act as note trustee or security trustee, for the holders of any new notes and/or any other person who is a party to any Master Issuer Transaction Document or whose obligations are comprised in the Master Issuer Security and/or any of their subsidiary or associated companies without accounting for any profit resulting therefrom.

Neither the Note Trustee nor the Master Issuer Security Trustee will be responsible for any loss, expense or liability which may be suffered as a result of any assets comprised in the Master Issuer Security, or any deeds or documents of title thereto, being uninsured or inadequately insured or being held by clearing organisations or their operators or by intermediaries such as banks, brokers or other similar persons on behalf of the Note Trustee and/or the Master Issuer Security Trustee, as applicable.

Furthermore, the Note Trustee and the Master Issuer Security Trustee will be relieved of liability for making searches or other inquiries in relation to the assets comprising the Master Issuer Security. The Note Trustee and the Master Issuer Security Trustee do not have any responsibility in relation to the legality and the enforceability of the trust arrangements and the related Master Issuer Security. Neither the Note Trustee nor the Master Issuer Security Trustee will be obliged to take any action that might result in its incurring personal liabilities. Neither the Note Trustee nor the Master Issuer Security Trustee is obliged to monitor or investigate the performance of any other person under the Master Issuer Transaction Documents and is entitled to assume, until it has actual knowledge to the contrary, that all such persons are properly performing their duties, unless it receives express notice to the contrary.

Neither the Note Trustee nor the Master Issuer Security Trustee will be responsible for any deficiency that may arise because it is liable to tax in respect of the proceeds of any Master Issuer Security.

12.9 ***Replacement of Master Issuer Notes***

If Definitive Notes are lost, stolen, mutilated, defaced or destroyed, the Noteholder can replace them at the Specified Office of any Paying Agent subject to all applicable laws and stock exchange requirements. The Noteholder will be required both to pay the expenses of producing a replacement and to comply with the Master Issuer's, the Registrar's and the Paying Agent's reasonable requests for evidence and indemnity.

If a Global Note is lost, stolen, mutilated, defaced or destroyed, the Master Issuer will deliver a replacement Global Note to the registered holder upon receipt of satisfactory evidence and surrender of any defaced or mutilated Global Note. A replacement will only be made upon payment of the expenses for a replacement and compliance with the Master Issuer's, Registrar's and Paying Agents' reasonable requests as to evidence and indemnity.

Defaced or mutilated Master Issuer Notes must be surrendered before replacements will be issued.

12.10 ***Notice to Noteholders***

(a) ***Publication of Notice***

Any notice to Noteholders shall be validly given if such notice is:

(i) published on the Relevant Screen; and

(ii) for so long as the Master Issuer Notes are admitted to trading on the London Stock Exchange's Regulated Market and listed on the Official List of the Financial Conduct Authority, (A) published by delivery to the applicable clearing system, or (B) any notice shall also be published in accordance with the relevant listing rules and regulations.

(b) ***Date of Publication***

Any notices so published shall be deemed to have been given on the fourth day after the date of posting, or as the case may be, on the date of such publication or, if published more than once on different dates, on the first date on which publication shall have been made in the newspaper or newspapers in which (or on the Relevant Screen on which) publication is required, or, in the case of notices provided pursuant to **Condition 12.10(a)** above, on the same day that such notice was delivered.

(c) ***Global Notes***

While the Master Issuer Notes are represented by Global Notes, any notice to Noteholders will be valid if such notice is provided in accordance with **Condition 12.10(a)** or (at the option of the Master Issuer) if delivered to DTC (in the case of any Master Issuer Notes cleared through DTC) or to Euroclear and/or Clearstream, Luxembourg (in the case of the Master Issuer Notes cleared through Euroclear and/or Clearstream, Luxembourg) or (if specified in the applicable Final Terms) if delivered through an **Alternative Clearing System** specified therein. Any notice delivered to the DTC, Euroclear and/or Clearstream, Luxembourg and/or such Alternative Clearing System will be deemed to be given on the next day after such delivery.

(d) ***Note Trustee's Discretion to Select Alternative Method***

The Note Trustee shall be at liberty to sanction some other method of giving notice to the Noteholders or any Series or Class or category of them having regard to market practice then prevailing and to the requirements of the stock exchanges on which the Master Issuer Notes are then admitted for trading and provided that notice of such other method is given to the Noteholders in such manner as the Note Trustee shall require.

13. Further Master Issuer Notes

13.1 ***Issuance of Further Master Issuer Notes***

In respect of Master Issuer Notes issued after 27 June 2012, the Master Issuer may, without the consent of the Noteholders, raise further funds, from time to time, on any date by the creation and issue of further Master Issuer Notes (**Further Master Issuer Notes**) carrying the same terms and conditions in all respects (or in all respects except for the

Interest Commencement Date) as, and so that the same shall be consolidated and form a single series and rank *pari passu* with the relevant class of the Master Issuer Notes provided that:

(a) the issuance tests have been satisfied (including written confirmation from S&P, Fitch and Moody's that the then current rating of the Rated Master Issuer Notes outstanding as of that time will not be reduced, withdrawn or qualified because of the new issue) as described in Clause 2.7 of the Trust Deed and the other Transaction Documents;

(b) the aggregate principal amount of all Further Master Issuer Notes to be issued on such date is not less than £10,000,000 (or an equivalent amount in any other currency when converted at the applicable exchange rate);

(c) any Further Master Issuer Notes which are assigned a rating are assigned the same ratings as are then applicable to the class of Master Issuer Notes with which they are to be consolidated and form a single series; and

(d) an amount equal to the aggregate principal amount of such Further Master Issuer Notes will be on-lent by the Master Issuer to Funding.

13.2 ***Governing Law and Jurisdiction***

The Master Issuer Transaction Documents and the Master Issuer Notes (and any non-contractual obligations arising out of or in connection with such documents or such notes, as the case may be) are and will be governed by English law unless specifically stated to the contrary. Certain provisions in the Master Issuer Transaction Documents relating to property situated in Scotland are governed by Scots law. Unless specifically stated to the contrary:

(a) the courts of England are to have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Master Issuer Notes and the Master Issuer Transaction Documents (including any claims or disputes relating to any non-contractual obligations arising out of or in connection with such Transaction Documents or Master Issuer Notes, as the case may be); and

(b) the Master Issuer and the other parties to the Master Issuer Transaction Documents irrevocably submit to the non-exclusive jurisdiction of the courts of England.

13.3 ***Contracts (Rights of Third Parties) Act 1999***

No person shall have any right to enforce any term or condition of the Master Issuer Notes under the Contracts (Rights of Third Parties) Act 1999, but this shall not affect any right or remedy of a third party which exists or is available apart from that Act.

13.4 ***Definitions***

Unless otherwise defined in these Conditions or unless the context otherwise requires, in these Conditions the following words shall have the following meanings and any other capitalised terms used in these Conditions shall have the meanings ascribed to them in the Master Issuer Master Definitions and Construction Schedule:

A Term Advances means the Term Advances made by the Master Issuer to Funding under the Master Intercompany Loan Agreement from the proceeds of issue of the Class M Notes of any Series;

AA Term Advances means the Term Advances made by the Master Issuer to Funding under the Master Intercompany Loan Agreement from the proceeds of issue of the Class B Notes of any Series;

AAA Term Advances means the Term Advances made by the Master Issuer to Funding under the Master Intercompany Loan Agreement from the proceeds of issue of the Class A Notes of any Series;

Accession Agreement means, in respect of the Issuer Master Definitions and Construction Schedule (as defined below) an agreement pursuant to which a company agrees to become a party to the Issuer Master Definitions and Construction Schedule;

Account Bank A means the bank at which the Funding Transaction Account is maintained from time to time, being, as at the date hereof, The Bank of New York Mellon, acting through its London Branch and thereafter such other Authorised Entity as Funding may choose with the prior written approval of the Security Trustee;

Account Bank B means the bank at which the Funding GIC Account and the Mortgages Trustee GIC Account are maintained from time to time, being, as at the date hereof, Santander UK acting through its office at 21 Prescot Street, London E1 8AD and thereafter such other Authorised Entity as Funding may choose with the prior written approval of the Security Trustee or as the Mortgages Trustee may choose with the prior written consent of the Beneficiaries;

Accrual Yield means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the yield specified as such for such Notes in the relevant Final Terms;

Additional Business Centre means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, each place specified as such for such Notes in the relevant Final Terms;

Agents means the Paying Agents, the Transfer Agent, the Registrar and the Agent Bank;

Agent Bank means The Bank of New York Mellon, acting through its London branch, in its capacity as agent bank at its Specified Office or such other person for the time being acting as agent bank under the Paying Agent and Agent Bank Agreement;

AUD-BBR-BBSW means the average mid rate for Australian dollars of exchange which appears on the Reuters Screen BBSW Page;

Available Principal Receipts means the amount of Master Issuer Principal Receipts allocable to the Money Market Notes on each Interest Payment Date that is a Transfer Date;

Base Prospectus means the base prospectus of the Master Issuer from time to time;

BBB Term Advances means the Term Advances made by the Master Issuer to Funding under the Master Intercompany Loan Agreement from the proceeds of issue of the Class C Notes of any Series;

Broken Amount means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the amount specified as such (if any) for such notes in the relevant Final Terms;

Bullet Redemption Notes means any Series and Class (or Sub-Class) of Master Issuer Notes which is scheduled to be repaid in full on one Interest Payment Date;

Called Notes has the meaning set forth in **Condition 6.8**;

CDOR means Canadian Dealer Offered Rate, the recognised benchmark index for Canadian bankers' acceptances, as further described in the Master Issuer Master Definitions and Construction Schedule under "Canadian Bankers Acceptances";

Class or **class** means, in relation to the Master Issuer Notes and the Noteholders, the Class A Notes, the Class B Notes, the Class M Notes, the Class C Notes or the Class Z Notes, as the context requires, and the respective holders thereof;

Class A Noteholders means the Holders of the Class A Notes;

Class A Notes means Master Issuer Notes of any Series designated as such in the relevant Final Terms;

Class B Noteholders means the Holders of the Class B Notes;

Class B Notes means Master Issuer Notes of any Series designated as such in the relevant Final Terms;

Class C Noteholders means the Holders of the Class C Notes;

Class C Notes means Master Issuer Notes of any Series designated as such in the relevant Final Terms;

Class M Noteholders means the Holders of the Class M Notes;

Class M Notes means Master Issuer Notes of any Series designated as such in the relevant Final Terms;

Class Z Noteholders means the Holders of the Class Z Notes;

Class Z Notes means Master Issuer Notes designated as such in the relevant Final Terms including the Class Z Variable Funding Notes;

Class Z Variable Funding Noteholders means the Holders for the time being of the Class Z Variable Funding Notes;

Class Z Variable Funding Notes means Class Z Notes which are designated as Class Z Variable Funding Notes in the relevant Final Terms;

Clearstream, Luxembourg means Clearstream Banking, société anonyme;

Closing Date has the meaning given to it in the applicable Final Terms;

Conditional Purchaser means the entity specified as such in the relevant Final Terms;

Conditional Purchase Confirmation means a confirmation provided by the Remarketing Bank to the Master Issuer or the Principal Paying Agent that the conditional purchaser has purchased an interest in, or has had transferred to it or on its behalf, an interest in all of the Money Market Notes;

Definitive Notes means the Master Issuer Notes while in definitive form;

Designated Account means the account (which, in the case of a payment in Japanese Yen to a non-resident of Japan, shall be a non-resident account) maintained by a Holder with a Designated Bank and identified as such in the Register;

Designated Bank means (in the case of payment in a Specified Currency other than euro) a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively) and (in the case of a payment in euro) any bank which processes payments in euro;

Determination Date means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the date(s) specified as such (if any) for such notes in the applicable Final Terms;

Determination Period has the meaning indicated in **Condition 5.1**;

Distribution Compliance Period is the period which is prior to the first business day that is 40 days following the later of the commencement of the offering and the Closing Date;

Dollars, **US$**, **U.S. Dollars** or **$** means the lawful currency for the time being of the United States of America;

EURIBOR means the Euro inter-bank offered rate as determined, with respect to any Master Issuer Notes which are Floating Rate Master Issuer Notes, by the Agent Bank in accordance with these Conditions, the Paying Agent and Agent Bank Agreement and the applicable Final Terms;

Euro, **euro** or **€** means the currency of the Member States of the European Union that adopt the single currency in accordance with the Treaty on the Functioning of the European Union, as amended from time to time;

Euroclear means Euroclear Bank S.A./N.V.;

Extraordinary Resolution means a resolution passed at a meeting of the Noteholders of a particular Class, Series or Series and Class (or Sub-Class) duly convened and held in accordance with the provisions of the Trust Deed by a majority consisting of not less than three-fourths of the persons voting thereat upon a show of hands or if a poll is duly demanded by a majority consisting of not less than three-fourths of the votes cast on such poll;

Final Maturity Date means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the date specified as such for such notes in the applicable Final Terms;

Final Purchase Date has the meaning set forth in **Condition 6.8**;

Final Terms means, in relation to any Series of Master Issuer Notes, the final terms issued in relation to such Series of Master Issuer Notes which completes these Conditions, giving details of, *inter alia*, the amount and price of such Series of Master Issuer Notes, and which forms a part of the Base Prospectus in relation to such Series of Master Issuer Notes;

Fixed Coupon Amount means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the amount specified as such (if any) for such Master Issuer Notes in the relevant Final Terms;

Fixed Rate Master Issuer Note means a Master Issuer Note, the interest basis of which is specified in the relevant Final Terms as being fixed rate;

Floating Rate Master Issuer Note means a Master Issuer Note, the interest basis of which is specified in the relevant Final Terms as being floating rate;

Funding means Holmes Funding Limited;

Further Master Issuer Notes means further master issuer notes issued by the Master Issuer in accordance with Condition 13.1 and carrying the same terms and conditions in all respects (or in all respects except for the Interest Commencement Date) as, and so that the same shall be consolidated and form a single series and rank *pari passu* with, any class of Master Issuer Notes;

Global Notes means the U.S. Global Notes and the Reg S Global Notes;

Holder has the meaning indicated in **Condition 1.2**;

Increase Amount has the meaning given to that term in **Condition 6.10(a)(i)**;

Increase Date has the meaning given to that term in **Condition 6.10**;

Initial Purchase Date has the meaning set forth in **Condition 6.8**;

Interest Commencement Date means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the Closing Date of such notes or such other date as may be specified as such for such notes in the relevant Final Terms;

Interest Payment Date means in respect of a series and class (or sub-class) of Master Issuer Notes, the interest payment dates specified in the Final Terms for payment of interest and/or principal, subject to the terms and conditions of the Master Issuer Notes;

ISDA Definitions means the 2000 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc.;

Issue Terms means in relation to any Series of Non-LSE Listed Notes, the issue terms issued in relation to such Series of Non-LSE Listed Notes as a supplement to these Conditions and giving details of, *inter alia*, the amount and price of such Series of Non-LSE Listed Notes;

JPY-LIBOR means the London inter-bank offered rate for deposits in Japanese yen;

LIBOR means the London inter-bank offered rate, as further described in the Master Issuer Master Definitions and Construction Schedule;

Listed Notes means each Series and Class (or Sub-Class) of Master Issuer Notes which is admitted to the Official List and admitted to trading on the London Stock Exchange's Regulated Market;

London Stock Exchange means London Stock Exchange plc;

Mandatory Transfer Termination Event shall occur if the conditional purchaser has purchased an interest in all the Money Market Notes of the relevant Series and Class (or Sub-Class);

Margin means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the amount specified as such for such notes in the applicable Final Terms;

Master Intercompany Loan means, at any time, the aggregate of all Term Advances advanced under the Master Intercompany Loan Agreement;

Master Intercompany Loan Agreement means the loan agreement (i) entered into the Programme Date between, among others, Funding, the Master Issuer and the Security Trustee (as amended, novated, restated, replaced or supplemented from time to time) and (ii) to be entered into in respect of each issue of Further Master Issuer Notes on the relevant closing date, in each case and made between, among others, Funding and the Master Issuer;

Master Issuer means Holmes Master Issuer PLC;

Master Issuer Account Agreement means the bank account agreement entered into on the Programme Date between the Master Issuer, the Master Issuer Cash Manager, the Master Issuer Account Banks and the Master Issuer Security Trustee;

Master Issuer Account Banks means the Sterling Account Bank and the Non-Sterling Account Bank;

Master Issuer Cash Management Agreement means the cash management agreement dated the Programme Date between, amongst others, the Master Issuer Cash Manager, the Master Issuer and the Master Issuer Security Trustee;

Master Issuer Cash Manager means Santander UK or such other person or persons for the time being acting, under the Master Issuer Cash Management Agreement, as agent, *inter alia*, for the Master Issuer;

Master Issuer Deed of Charge means the deed of charge entered into on the Programme Date, as amended and restated from time to time, between, among others, the Master Issuer and the Master Issuer Security Trustee and each deed of accession or supplement entered into in connection therewith;

Master Issuer Dollar Currency Swap Agreements means, in respect of a Series and Class or (Sub-Class) of Master Issuer Notes denominated in Dollars, the 1992 ISDA Master Agreements (Multicurrency-Cross Border), schedules thereto and confirmations thereunder relating to the Master Issuer Dollar Currency Swaps to be entered into on or before the relevant Closing Date in respect of such Series and Class or (Sub-Class) between the Master Issuer, the relevant Master Issuer Swap Provider and the Master Issuer Security Trustee (as amended, restated, novated, replaced or supplemented from time to time);

Master Issuer Dollar Currency Swap Rate means the rates at which Dollars are converted into Sterling or, as the case may be, Sterling is converted into Dollars pursuant to the relevant Master Issuer Dollar Currency Swap Agreement or, if no relevant Master Issuer Dollar Currency Swap Agreements are in effect at such time, the "spot" rate at which Dollars are converted into Sterling or, as the case may be, Sterling is converted to Dollars on the foreign exchange markets;

Master Issuer Dollar Currency Swaps means the sterling-dollar currency swaps which enable the Master Issuer to receive and pay amounts under the Master Intercompany Loan in sterling and to receive and pay amounts under the Dollar Notes;

Master Issuer Euro Currency Swap Agreements means, in respect of a Series and Class or (Sub-Class) of Master Issuer Notes denominated in Euro, the 1992 ISDA Master Agreements (Multicurrency-Cross Border), schedules thereto and confirmations thereunder relating to the Master Issuer Euro Currency Swaps to be entered into on or before the relevant Closing Date in respect of such Series and Class or (Sub-Class) between the Master Issuer, the relevant Master Issuer Swap Provider and the Master Issuer Security Trustee (as amended, restated, novated, replaced or supplemented from time to time);

Master Issuer Euro Currency Swap Rate means the rates at which Euro are converted into Sterling or, as the case may be, Sterling is converted into Euro pursuant to the relevant Master Issuer Euro Currency Swap Agreement or, if no relevant Master Issuer Euro Currency Swap Agreements are in effect at such time, the "spot" rate at which Euro are converted into Sterling or, as the case may be, Sterling is converted to Euro on the foreign exchange markets;

Master Issuer Euro Currency Swaps means the sterling-euro currency swaps which enable the Master Issuer to receive and pay amounts under the Master Intercompany Loan in sterling and to receive and pay amounts under the euro denominated notes;

Master Issuer Master Definitions and Construction Schedule means the master definitions and construction schedule dated the Programme Date, as amended and restated from time to time, setting out, among other things,

definitions which apply to certain Master Issuer Transaction Documents and includes any and all Accession Agreements;

Master Issuer Notes means any Global Notes or Definitive Notes (including, for the avoidance of doubt, any Global Notes or Definitive Notes in respect of any Further Master Issuer Notes);

Master Issuer Paying Agent and Agent Bank Agreement means the paying agent and agent bank agreement entered into on the Programme Date between, among others, the Master Issuer, the Paying Agents, the Transfer Agent, the Registrar, the Agent Bank and the Master Issuer Security Trustee (as amended, novated, restated, replaced or supplemented from time to time);

Master Issuer Post-Enforcement Call Option Agreement means the post-enforcement call option agreement entered into on the Programme Date between the Master Issuer, the Post-Enforcement Call Option Holder and the Master Issuer Security Trustee (as amended, novated, restated, replaced or supplemented from time to time);

Master Issuer Principal Receipts means an amount equal to the sum of all principal amounts repaid by Funding to the Master Issuer under the Master Intercompany Loan;

Master Issuer Priority of Payments means the Master Issuer pre-enforcement revenue priority of payments, the Master Issuer pre-enforcement principal priority of payments or the Master Issuer post-enforcement priority of payments, as the case may be, each as set out in the Master Issuer Cash Management Agreement or the Master Issuer Deed of Charge (as the case may be);

Master Issuer Secured Creditors means the Master Issuer Security Trustee, the Master Issuer Swap Providers, the Note Trustee, the Noteholders, the Master Issuer Account Banks the Paying Agents, the Agent Bank, the Transfer Agent, the Registrar, the Corporate Services Provider, the Master Issuer Cash Manager and any new Master Issuer secured creditor who accedes to the Master Issuer Deed of Charge from time to time under a deed of accession or a supplemental deed;

Master Issuer Security means the security created by the Master Issuer pursuant to the Master Issuer Deed of Charge;

Master Issuer Security Trustee means The Bank of New York Mellon, acting through its London branch and its successors or any other security trustee under the Master Issuer Deed of Charge;

Master Issuer Swap Agreements means the Master Issuer Dollar Currency Swap Agreements and the Master Issuer Euro Currency Swap Agreements;

Master Issuer Swap Provider means either ANTS or the institutions identified in respect of each Master Issuer Swap Agreement in relation to the relevant Series and Class (or Sub-Class) of Master Issuer Notes and shall be identified as such in the relevant drawdown prospectus or supplemental prospectus;

Master Issuer Transaction Documents means the Mortgage Sale Agreement, the Servicing Agreement, the Mortgages Trust Deed, the Cash Management Agreement, the Master Issuer Corporate Services Agreement, the Master Intercompany Loan Agreement, the Funding Deed of Charge, the Funding Guaranteed Investment Contract, the Mortgages Trustee Guaranteed Investment Contract, the Bank Account Agreement, the Master Issuer Bank Account Agreement, the Master Issuer Deed of Charge, the Trust Deed, the Paying Agent and Agent Bank Agreement, the Master Issuer Cash Management Agreement, the Master Issuer Post Enforcement Call Option Agreement, the Master Issuer Swap Agreements, the Initial Purchase Agreement, the Subscription Agreement, the Funding Swap Agreement, the Corporate Services Agreement, the Master Definitions and Construction Schedules and such other related documents which are referred to in the terms of the above documents;

Maximum Rate of Interest means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the rate of interest specified as such for such notes in the applicable Final Terms;

Minimum Rate of Interest means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the rate of interest specified as such for such notes in the applicable Final Terms;

Minimum Seller Share means an amount which is calculated in accordance with clause 9.2 of the Mortgages Trust Deed;

Money Market Notes means Master Issuer Notes which will be "Eligible Securities" within the meaning of Rule 2a-7 under the Investment Company Act;

Non-LSE Listed Notes means any notes listed and/or traded on any exchange other than the London Stock Exchange;

Non-Sterling Account Bank means Citibank, N.A., London Branch or such other person for the time being acting as non-sterling account bank to the Master Issuer under the Master Issuer Bank Account Agreement;

Note Determination Date means the date four Business Days prior to each Interest Payment Date;

Note Enforcement Notice has the meaning indicated in **Condition 10.6**;

Note Event of Default means the occurrence of an event of default by the Master Issuer as specified in **Condition 10**;

Note Principal Payment has the meaning indicated in **Condition 6.3**;

Note Trustee means The Bank of New York and its successors or any further or other note trustee under the Trust Deed, as trustee for the Noteholders;

Noteholders means the Holders for the time being of the Master Issuer Notes;

NR Term Advances means the Term Advances made by the Master Issuer to Funding under the Master Intercompany Loan Agreement from the proceeds of issue of the Class Z Notes of any Series;

NR VFN Term Advance means a Term Advance made by the Master Issuer to Funding under the Intercompany Loan Agreement from the proceeds of issue of and Increase Amounts under a Class Z Variable Funding Note;

Official List means the official list of securities maintained by the London Stock Exchange;

Pass-Through Notes means any Series and Class (or Sub-Class) of Master Issuer Notes which is has no Scheduled Repayment Date other than the Final Maturity Date and which is designated “pass-through” in the applicable Final Terms;

Paying Agents means the Principal Paying Agent and the U.S. Paying Agent, together with any further or other paying agents for the time being appointed under the Paying Agent and Agent Bank Agreement;

Pool Factor had the meaning indicated in **Condition 6.3**;

Principal Amount Outstanding has the meaning indicated in **Condition 6.3**;

Principal Paying Agent means The Bank of New York, acting through its London branch, in its capacity as principal paying agent at its Specified Office or such other person for the time being acting as principal paying agent under the Paying Agent and Agent Bank Agreement;

Programme Date means 28 November 2006;

Purchase Option has the meaning set forth in **Condition 6.8**;

Qualifying Noteholder means a person which is beneficially entitled to interest in respect of the Class Z Variable Funding Note and is: (i) a company resident in the United Kingdom for United Kingdom tax purposes; (ii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which will bring into account payments of interest in respect of the Class Z Variable Funding Notes in computing the chargeable profits (for the purposes of section 19 of the Corporation Tax Act 2009 (the **CTA**)) of that company; or (iii) a partnership each member of which is: (A) a company resident in the United Kingdom; or (B) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which will bring into account in computing its chargeable profits (for the purposes of section 19 of the CTA) the whole of any share of a payment of interest in respect of the Class Z Variable Funding Notes that is attributable to it by reason of Part 17 of the CTA;

Rate of Interest and **Rates of Interest** means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the rate or rates (expressed as a percentage per annum) of interest payable in respect of such notes specified in the applicable Final Terms or calculated and determined in accordance with the applicable Final Terms;

Rated Notes means the Master Issuer Notes that have been rated by one or more of the Rating Agencies;

Rating Agencies means Standard & Poor's Rating Services, a division of Standard & Poor's Credit Market Services Europe Limited, Moody's Investors Service Limited and Fitch Ratings Ltd.;

Reference Banks has the meaning given to it in the Master Issuer Master Definitions and Construction Schedule;

Reference Price means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the price specified as such for such notes in the applicable Final Terms;

Reference Rate means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the rate specified as such for such notes in the applicable Final Terms;

Regulated Market means the regulated market of the London Stock Exchange;

Regulation S means Regulation S under the Securities Act;

Reg S Global Notes means the note certificates representing the Reg S Notes while in global form;

Reg S Notes means each Series and Class (or Sub-Class) of Master Issuer Notes sold in reliance on Regulation S;

Register means the register of Noteholders kept by the Registrar and which records the identity of each Noteholder and the number of Master Issuer Notes that each Noteholder owns;

Registrar means The Bank of New York Mellon S.A./N.V., Luxembourg Branch (formerly The Bank of New York Mellon (Luxembourg) S.A.) of Aerogolf Center, 1A, Hoehenhof, L-1736 Senningerberg, Luxembourg;

Relevant Screen means a page of the Reuters service or Bloomberg service, or any other medium for electronic display of data as may be previously approved in writing by the Note Trustee and has been notified to Noteholders in the manner set out in **Condition 12.10**;

Relevant Screen Page means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the screen page specified as such for such notes in the applicable Final Terms;

Remarketing Bank means the entity specified as such in the relevant Final Terms;

Remarketing Period means, in respect of each Transfer Date (as specified in the relevant Final Terms), the period from and including the 15th business day prior to such Transfer Date through and including the 10th business day prior to such Transfer Date, unless otherwise specified in the relevant Final Terms;

Repayment Tests means the test set out in paragraph 3 of Part 2 of Schedule 3 to the Funding Deed of Charge;

Rule 144A means Rule 144A of the Securities Act;

Santander UK means Santander UK plc (registered number 2294747), a public limited company incorporated under the laws of England and Wales, whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN, United Kingdom;

Santander UK Optional Purchase Agreement means the agreement (if any) to be entered into between Santander UK and the Note Trustee pursuant to which Santander UK will be entitled to procure the sale to itself of all, but not some only, of the Class B Notes and/or Class M Notes and/or Class C Notes and/or Class Z Notes in accordance with **Condition 6.8** and the relevant Final Terms;

Scheduled Redemption Notes means any Series and Class (or Sub-Class) of Master Issuer Notes which is scheduled to be redeemed on one or more dates and in the amounts specified in the applicable Final Terms;

Securities Act means the United States Securities Act of 1933, as amended;

Security Trustee means The Bank of New York Mellon, acting through its London Branch or such other persons and all other persons for the time being acting as security trustee pursuant to the Funding Deed of Charge;

Series means in relation to the Master Issuer Notes, all Master Issuer Notes (of any Class) issued on a given day and designated as such;

Series and Class (or Sub-Class) means, a particular Class of Master Issuer Notes of a given Series or, where such Class of such Series comprises more than one sub-class, **Series and Class (or Sub-Class)** means any sub-class of such Class;

Specified Currency means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the currency or currencies specified as such for such notes in the applicable Final Terms;

Specified Currency Exchange Rate means, in relation to a Series and Class (or Sub-Class) of Master Issuer Notes, the exchange rate specified in the Master Issuer Swap Agreement relating to such Series and Class (or Sub-Class) of Master Issuer Notes or, if the Master Issuer Swap Agreement has been terminated, the applicable spot rate;

Specified Date has the meaning indicated in **Condition 12.6**;

Specified Denomination means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the denomination specified as such for such notes in the applicable Final Terms which shall be a minimum of €100,000 or such other amount specified in the applicable Final Terms (or its equivalent in any other currency at the date of issue of such notes);

Specified Office means, as the context may require, in relation to any of the Agents, the office specified against the name of such Agent in the Paying Agent and Agent Bank Agreement or such other specified office as may be notified to the Master Issuer and the Note Trustee pursuant to the Paying Agent and Agency Bank Agreement;

Specified Time has the meaning indicated in **Condition 5.2(b)(ii)**;

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

Sterling Account Bank means Santander UK or such other person for the time being acting as sterling account bank to the Master Issuer under the Master Issuer Bank Account Agreement;

Sterling Notes means each Series and Class (or Sub-Class) of Master Issuer Notes denominated in Sterling;

Sub-Class means any sub-class of a Series and Class of Master Issuer Notes;

sub-unit means, with respect to any currency other than Sterling, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to Sterling, one pence;

Term Advances means the AAA Term Advances, the AA Term Advances, the A Term Advances, the BBB Term Advances and the NR Term Advances, being the advances made by the Master Issuer to Funding, pursuant to the Master Intercompany Loan Agreement, each being funded from proceeds received by the Master Issuer from the issue of a Series and Class (or Sub-Class) of Master Issuer Notes;

Transaction Documents means the Master Issuer Transaction Documents, the previous intercompany loan agreements, the current start-up loan agreements, the previous swap agreements, and any new intercompany loan agreements, new start-up loan agreements, new swap agreements, other documents relating to issues of new notes by new issuing entities, the mortgages trustee guaranteed investment contract and all other agreements referred to therein;

Transfer Agent means The Bank of New York Mellon S.A./N.V., Luxembourg Branch (formerly The Bank of New York Mellon (Luxembourg) S.A.) in its capacity as transfer agent at its Specified Office or such other person for the time being acting as transfer agent under the Paying Agent and Agent Bank Agreement;

Transfer Date means, in respect of a Series and Class (or Sub-Class) of Money Market Notes, the date(s) specified as such in the relevant Final Terms;

Transfer Price means, in respect of each Money Market Note as at a Transfer Date, the Principal Amount Outstanding of such Money Market Note on that Transfer Date, following the application of Available Principal Receipts on such date;

Trust Deed means the trust deed entered into on the Programme Date as amended and restated from time to time between the Master Issuer and the Note Trustee, and each supplemental deed entered into in connection therewith;

UKLA means the UK Listing Authority;

USD-LIBOR means the London inter-bank offered rate for deposits in U.S. Dollars, as further described in the Master Issuer Master Definitions and Construction Schedule;

U.S. Global Notes means each U.S. Note represented on issue by a Global Note in registered form for each such Class;

U.S. Notes means each Series and Class (or Sub-Class) of Master Issuer Notes sold in reliance on Rule 144A; and

U.S. Paying Agent means The Bank of New York Mellon, New York Branch, acting in its capacity as U.S. paying agent through its New York office or such other person for the time being acting as U.S. paying agent under the Paying Agent and Agent Bank Agreement.

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FOURTH SUPPLEMENTAL MASTER ISSUER TRUST DEED

24 May **2019**

HOLMES MASTER ISSUER PLC
(as **Master Issuer**)

THE BANK OF NEW YORK MELLON, ACTING THROUGH ITS LONDON BRANCH
(as **Note Trustee**)

relating to a
Residential Mortgage-Backed Note Issuance Programme

ALLEN & OVERY

Allen & Overy LLP
0090662-0000127 ICM:31599918.7

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THIS FOURTH SUPPLEMENTAL MASTER ISSUER TRUST DEED is made on 24 May 2019

BETWEEN:

(1) **HOLMES MASTER ISSUER PLC** (registered number 5953811) whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (the **Master Issuer**); and

(2) **THE BANK OF NEW YORK MELLON, ACTING THROUGH ITS LONDON BRANCH** whose principal office is at 40th Floor, One Canada Square, London E14 5AL (acting in its capacity as **Note Trustee**, which expression shall include such company and all other persons and companies for the time being acting as note trustee under the Master Issuer Trust Deed).

WHEREAS:

(A) This deed (this **Deed**) is supplemental to the amended and restated Master Issuer Trust Deed dated 29 June 2012, as supplemented on 28 August 2012 and 6 March 2018 (hereinafter referred to as the **Existing Master Issuer Trust Deed**).

(B) The Master Issuer and the Note Trustee have agreed to enter into this Deed to supplement and amend the Existing Master Issuer Trust Deed.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION AND CONSTRUCTION

The Fourteenth Amended and Restated Master Definitions and Construction Schedule signed for the purposes of identification by Allen & Overy LLP and Ashurst LLP on or about the date hereof and the Seventeenth Amended and Restated Master Issuer Master Definitions and Construction Schedule, signed for the purposes of identification by Allen & Overy LLP and Slaughter and May on 18 April 2016 (in each case as the same may be amended, varied or supplemented from time to time in accordance with the terms thereof) are expressly and specifically incorporated into this Deed and, accordingly, Clause 3 of the Fourteenth Amended and Restated Master Definitions and Construction Schedule is expressly and specifically incorporated herein and the expressions defined in the Fourteenth Amended and Restated Master Definitions and Construction Schedule and the Seventeenth Amended and Restated Master 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 hereto, and this Deed shall be construed in accordance with the interpretation provisions set out in clause 2 (*Interpretation and Construction*) of the Fourteenth Amended and Restated Master Definitions and Construction Schedule and clause 2 (*Interpretation and Construction*) of the Seventeenth Amended and Restated Master Issuer Master Definitions and Construction Schedule. In the event of a conflict between the Fourteenth Amended and Restated Master Definitions and Construction Schedule and the Seventeenth Amended and Restated Master Issuer Master Definitions and Construction Schedule, the Seventeenth Amended and Restated Master Issuer Master Definitions Schedule shall prevail.

2. AMENDMENT OF EXISTING MASTER ISSUER TRUST DEED

2.1 The Issuer and the Note Trustee agree that, with effect on and from the date hereof, paragraph 2 in Schedule 5 (*Provisions for Meetings of Noteholders*) of the Existing Master Issuer Trust Deed shall be deleted and replaced as follows:

"2. The Master Issuer or the Note Trustee may at any time and the Note Trustee shall upon a requisition in writing signed by the holders of not less than one-tenth in principal amount of

the Master Issuer Notes of any Class for the time being outstanding convene a meeting of the holders and if the Master Issuer makes default for a period of seven days in convening such a meeting the same may be convened by the Note Trustee or the requisitionists. Every such meeting shall be held at such time and place as the Note Trustee may appoint or approve, provided that the place shall be a location in the UK (or, if applicable, the European Union)."

2.2 The Issuer and the Note Trustee agree that, with effect on and from the date hereof, paragraph 3 in Schedule 5 (*Provisions for Meetings of Noteholders*) of the Existing Master Issuer Trust Deed shall be deleted and replaced as follows:

"3. At least 21 days' (and no more than 365 days') notice (exclusive of the day on which the notice is given and the day on which the meeting is to be held) specifying the place, day and hour of meeting shall be given to the relevant Noteholders prior to any meeting of such Noteholders. Such notice, which shall be in the English language, shall state generally the nature of the business to be transacted at the meeting thereby convened but (except for an Extraordinary Resolution) it shall not be necessary to specify in such notice the terms of any resolution to be proposed. Such notice shall include statements, if applicable, to the effect that (a) Notes represented by a Global Master Issuer Note may, not less than 48 hours before the time fixed for the meeting, be held to the order or under the control of any Paying Agent (to its satisfaction) for the purpose of obtaining voting certificates or appointing proxies and (b) the holders of Definitive Notes of the relevant class may appoint proxies by executing and delivering a form of proxy in the English language to the specified office of the Registrar not less than 48 hours before the time fixed for the meeting or, in the case of corporations, may appoint representatives by resolution of their directors or other governing body. A copy of the notice shall be sent by post to the Note Trustee (unless the meeting is convened by the Note Trustee) and to the Master Issuer (unless the meeting is convened by the Master Issuer)."

3. NEW TERMS AND CONDITIONS OF THE NOTES

The Master Issuer and the Note Trustee agree that, with effect on and from the date hereof, with respect to any Notes issued on or after the date hereof only and not with respect to any Notes issued prior to the date hereof, the Terms and Conditions of such Notes shall be as set out in Schedule 1 hereto.

4. SUPPLEMENTAL

4.1 This Deed is supplemental to the Existing Master Issuer Trust Deed. Save as expressly amended by this Deed, the Existing Master Issuer Trust Deed shall remain in full force and effect and all rights, powers, obligations and immunities comprised therein and arising pursuant thereto shall remain in full force and effect notwithstanding this Deed.

4.2 The Existing Master Issuer Trust Deed and this Deed shall henceforth be read and construed as one document and references in the Existing Master Issuer Trust Deed to "this Deed" shall be read as references to the Existing Master Issuer Trust Deed as amended by this Deed.

5. 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 or any trust deed supplemental hereto may enter into the same by executing and delivering a counterpart (including by facsimile or electronic transmission).

6. RIGHTS OF THIRD PARTIES

A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed except and to the extent (if any) that this Deed expressly provides for such Act to apply to any of its terms, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

7. GOVERNING LAW

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

8. SUBMISSION TO JURISDICTION

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

IN WITNESS WHEREOF this Deed has been executed as a deed by the Master Issuer and the Note Trustee and delivered on the date first stated on page 1.

The Master Issuer

EXECUTED and **DELIVERED** as a **DEED** by
HOLMES MASTER ISSUER PLC
acting by one director

[redacted]

Director

in the presence of [redacted]

Witness name:

Signature:

Address:

[redacted]

The Note Trustee

EXECUTED as a **DEED** by)
THE BANK OF NEW YORK MELLON, ACTING)
THROUGH ITS LONDON BRANCH)
acting by its duly authorised signatory:)

SCHEDULE 1

TERMS AND CONDITIONS OF THE NOTES

The following are the terms and conditions (the **Conditions**, and any reference to a **Condition** shall be construed accordingly) of the Master Issuer Notes in the form (subject to amendment) which will be incorporated by reference into each Global Note and each Definitive Note, in the latter case only if permitted by the relevant stock exchange or other relevant authority (if any) and agreed by the issuing entity (referred to in these Conditions as the **Master Issuer**) and the relevant Dealer(s) at the time of issue but, if not so permitted and agreed, such Definitive Note will have endorsed thereon or attached thereto such Conditions. The applicable Final Terms (or the relevant provisions thereof) will be endorsed upon, or attached to, each Global Note and each Definitive Note.

The Master Issuer may issue Unlisted Notes and/or Non-LSE Listed Notes, the Issue Terms in relation to which may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with these Conditions, replace or modify these Conditions for the purpose of such Notes. Unlisted Notes and Non-LSE Listed Notes will not be issued pursuant to (and do not form part of) the base prospectus, and will not be issued pursuant to any Final Terms under the base prospectus.

The Master Issuer Notes are constituted by the Trust Deed. The security for the Master Issuer Notes is created pursuant to, and on the terms set out in, the Master Issuer Deed of Charge. By the Paying Agent and Agent Bank Agreement, provision is made for, *inter alia*, the payment of principal and interest in respect of the Master Issuer Notes.

References hereinafter to the **Master Issuer Notes** shall, unless the context otherwise requires, be references to all the notes issued by the Master Issuer and constituted by the Trust Deed and shall mean:

(a) in relation to any Master Issuer Notes of a Series and Class (or Sub-Class) represented by a Global Note, units of the lowest Specified Denomination in the Specified Currency in each case of such Series and Class (or Sub-Class);

(b) any Global Note; and

(c) any Definitive Note issued.

References hereinafter to the Noteholders shall, unless the context otherwise requires, be references to all the Noteholders.

Master Issuer Notes constituted by the Trust Deed are issued in series (each a **Series**) and each Series comprises one or more Classes (or Sub-Classes) of Master Issuer Notes. Each Series of Master Issuer Notes is subject to Final Terms. The Final Terms in relation to each Series and Class (or Sub-Class) of Master Issuer Notes (or the relevant provisions thereof) will be endorsed upon, or attached to, such Master Issuer Notes and will complete these Conditions in respect of such Master Issuer Notes. References to the **relevant Final Terms** are, in relation to a Series and Class (or Sub-Class) of Master Issuer Notes, to the Final Terms (or the relevant provisions thereof) attached to or endorsed on such Master Issuer Notes.

The statements in these Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed, the Master Issuer Deed of Charge and the Paying Agent and Agent Bank Agreement.

Copies of the Trust Deed, the Master Issuer Deed of Charge, the Master Issuer Paying Agent and Agent Bank Agreement and each of the other Master Issuer Transaction Documents are available for inspection during normal business hours at the head office for the time being of (a) the Principal Paying Agent, being at the date hereof One Canada Square, London E14 5AL and (b) the U.S. Paying Agent, being at the date hereof 101 Barclay Street, New York, NY 10286. Copies of the Final Terms of each Series of Master Issuer Notes are obtainable by Noteholders during normal business hours at the registered office of the Master Issuer and the specified office for the time being of (i) the Principal Paying Agent and (ii) the U.S. Paying Agent and any Noteholder must produce evidence satisfactory to the relevant Paying Agent as to its holding of Master Issuer Notes and identity.

The Holders of any Series and Class (or Sub-Class) of Master Issuer Notes are entitled to the benefit of, are bound by, and are deemed to have notice of all the provisions of, and definitions contained or incorporated in, the Trust Deed, the Master Issuer Deed of Charge, the Master Issuer Paying Agent and Agent Bank Agreement, each of the other Master Issuer Transaction Documents and the applicable Final Terms and to have notice of each other Final Terms relating to each other Series and Class (or Sub-Class) of Master Issuer Notes.

A glossary of definitions appears in **Condition 13.4**.

References herein to the Class A Noteholders, the Class B Noteholders, the Class M Noteholders, the Class C Noteholders and the Class Z Noteholders shall, in each case and unless specified otherwise, be references to the Holders of the Master Issuer Notes of all Series of the applicable Class and shall include the holders of any Further Master Issuer Notes issued pursuant to Condition 13.1 (*Issuance of Further Master Issuer Notes)* and the Class A Noteholders, the Class B Noteholders, the Class M Noteholders, the Class C Noteholders and the Class Z Noteholders shall be construed accordingly.

References herein to the Class A Notes, the Class B Notes, the Class M Notes, the Class C Notes and the Class Z Notes shall, in each case and unless specified otherwise, be references to the Master Issuer Notes of all Series of the applicable Class and shall include any Further Master Issuer Notes issued pursuant to Condition 13.1 (*Issuance of Further Master Issuer Notes)* forming a single series with the Class A Notes, the Class B Notes, the Class M Notes, the Class C Notes or the Class Z Notes, as the case may be.

1. Form, Denomination and Title

1.1 *Form and Denomination*

The U.S. Notes are being offered and sold to qualified institutional buyers in the United States pursuant to Rule 144A. The Reg S Notes are being offered and sold outside the United States to non-U.S. persons pursuant to Regulation S.

Each Series and Class (or Sub-Class) of Master Issuer Notes will be issued in the Specified Currency and in the Specified Denomination. Each Series and Class (or Sub-Class) of Master Issuer Notes will be initially represented either (i) by one or more Global Notes, which, in the aggregate, will represent the Principal Amount Outstanding from time to time of such Series and Class (or Sub-Class) of notes, or (ii) by one or more registered Definitive Notes, which, in aggregate, will represent the Principal Amount Outstanding from time to time of such Series and Class (or Sub-Class) of notes.

Each Reg S Global Note will be deposited with, and registered in the name of a nominee of, a common depositary (or, with respect to notes in NSS form, a common safekeeper) for Euroclear and Clearstream, Luxembourg. Each U.S. Global Note will be either (i) deposited with a custodian for, and registered in the name of Cede & Co., as nominee of DTC (or such other name as may be requested by an authorised representative of DTC) or (ii) deposited with, and registered in the name of a nominee of, a common depository (or, with respect to notes in NSS form, a common safekeeper) for Euroclear and Clearstream Luxembourg. Each Global Note will be numbered serially with an identifying number which will be recorded on the relevant Global Note and in the Register.

Each Series and Class (or Sub-Class) of Master Issuer Notes may be Fixed Rate Master Issuer Notes, Floating Rate Master Issuer Notes, Zero Coupon Master Issuer Notes, Money Market Notes or a combination of any of the foregoing, depending upon the Interest Basis shown in the applicable Final Terms.

Each Series and Class (or Sub-Class) of Master Issuer Notes may be Bullet Redemption Notes, Scheduled Redemption Notes, Pass-Through Notes or a combination of any of the foregoing, depending upon the Redemption/Payment Basis shown in the applicable Final Terms.

Global Notes will be exchanged for Master Issuer Notes in definitive registered form (**Definitive Notes**) only under certain limited circumstances (as described in the relevant Global Note). If Definitive Notes are issued, they will be serially numbered and issued in an aggregate principal amount equal to the Principal Amount Outstanding of the relevant Global Note and in registered form only.

The Master Issuer Notes (in either global or definitive form) will be issued in such denominations as are specified in the relevant Final Terms, save that the minimum denomination of each Master Issuer Note will be such as

may be allowed or required from time to time by the relevant central bank or regulatory authority (or equivalent body) or any laws or regulations applicable to the relevant currency and save that the minimum denomination of each U.S. dollar denominated Master Issuer Note will be issued in minimum denominations of $200,000 or such other amount specified in the applicable Final Terms and in integral multiples of $1,000 in excess thereof (or its equivalent in any other currency as at the date of issue of such Master Issuer Notes), each euro denominated Master Issuer Note will be issued in minimum denominations of €100,000 or such other amount specified in the applicable Final Terms and in integral multiples of €1,000 in excess thereof (or its equivalent in any other currency as at the date of issue of such Master Issuer Notes) and each sterling denominated Master Issuer Note will be issued in minimum denominations of £100,000 or such other amount specified in the applicable Final Terms and in integral multiples of £1,000 in excess thereof (or its equivalent in any other currency as at the date of issue of such notes).

In the case of a Series and Class (or Sub-Class) of Master Issuer Notes with more than one Specified Denomination, Master Issuer Notes of one Specified Denomination may not be exchanged for Master Issuer Notes of such Series and Class (or Sub-Class) of another Specified Denomination.

Each Class Z Variable Funding Note shall be issued with a minimum denomination of at least £10,000,000.

1.2 ***Register***

The Registrar will maintain the Register in respect of the Master Issuer Notes in accordance with the provisions of the Paying Agent and Agent Bank Agreement. In these Conditions, the **Holder** of a Master Issuer Note means the person in whose name such Master Issuer Note is for the time being registered in the Register (or, in the case of a joint holding, the first named thereof). A Master Issuer Note will be issued to each Noteholder in respect of its registered holding. Each Master Issuer Note will be numbered serially with an identifying number which will be recorded in the Register.

1.3 ***Title***

The Holder of each Master Issuer Note shall (to the fullest extent permitted by applicable law) be treated by the Master Issuer, the Note Trustee, the Master Issuer Security Trustee, the Agent Bank and any Agent as the absolute owner of such note for all purposes (including the making of any payments) regardless of any notice of ownership, theft or loss or any trust or other interest therein or of any writing thereon (other than the endorsed form of transfer).

1.4 ***Transfers***

(a) Title to the Master Issuer Notes shall pass by and upon registration in the Register. Subject as provided otherwise in this **Condition 1.4**, a Master Issuer Note may be transferred upon surrender of the relevant note certificate, with the endorsed form of transfer duly completed, at the Specified Office of the Registrar or the Transfer Agent, together with such evidence as the Registrar or (as the case may be) such Transfer Agent may reasonably require to prove the title of the transferor and the authority of the individuals who have executed the form of transfer; provided, however, that a Master Issuer Note may only be transferred in the minimum denominations specified in the relevant Final Terms. Where not all the Master Issuer Notes represented by the surrendered note certificate are the subject of the transfer, a new note certificate in respect of the balance of the Master Issuer Notes will be issued to the transferor.

Within five Business Days of such surrender of a note certificate, the Registrar will register the transfer in question and deliver a new note certificate of a like principal amount to the Master Issuer Notes transferred to each relevant Holder at its Specified Office or (as the case may be) the Specified Office of the Transfer Agent or (at the request and risk of any such relevant Holder) by uninsured first class mail (and by airmail if the Holder is overseas) to the address specified for such purpose by such relevant Holder.

The transfer of a Master Issuer Note will be effected without charge by or on behalf of the Master Issuer, the Registrar or any Transfer Agent, but against such indemnity as the Registrar or (as the case may be) any Transfer Agent may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such transfer.

Noteholders may not require transfers of Master Issuer Notes to be registered during the period of 15 days ending on the due date for any payment of principal or interest in respect of the Master Issuer Notes.

All transfers of Master Issuer Notes and entries on the Register are subject to the detailed regulations concerning the transfer of Master Issuer Notes scheduled to the Master Issuer Paying Agent and Agent Bank Agreement. The regulations may be changed by the Master Issuer with the prior written approval of the Note Trustee and the Registrar. A copy of the current regulations will be mailed (free of charge) by the Registrar to any Noteholder who requests in writing a copy of such regulations.

(b) Title to a Class Z Variable Funding Note shall only pass by and upon registration of the transfer in the Class Z Variable Funding Note register provided that no transferee shall be registered as a new holder of the Class Z Variable Funding Note unless (i) the prior written consent of the Master Issuer and (for so long as any Rated Notes are outstanding) the Note Trustee has been obtained (and the Note Trustee shall give its consent to such a transfer if the same has been sanctioned by an Extraordinary Resolution of the holders of the Rated Notes) and (ii) such transferee has certified to, *inter alios*, the Registrar and the Master Issuer that it is (A) a person falling within paragraph 3(1) of Schedule 2A to the Insolvency Act 1986, (B) an independent person in relation to the Master Issuer within the meaning of regulation 2(1) of the Taxation of Securitisation Companies Regulations 2006 and (C) a Qualifying Noteholder. The Master Issuer Notes are not issuable in bearer form. Prior to the expiry of the applicable Distribution Compliance Period, transfers by the holder of, or of a beneficial interest in, a Reg S Note to a transferee in the United States or who is a U.S. person will only be made to certain persons in offshore transactions outside the U.S. in reliance on Regulation S, or otherwise pursuant to an effective registration statement in accordance with the Securities Act or an exemption from the registration requirements thereunder and in accordance with any applicable securities laws of any state of the United States or any other jurisdiction.

2. Status, Priority and Security

2.1 *Status*

The Master Issuer Notes of each Series and Class (or Sub-Class) are direct, secured and unconditional obligations of the Master Issuer and are all secured by the same Master Issuer Security (created by the Master Issuer Deed of Charge).

Subject to the provisions of **Conditions 5** and **6** and subject to the other payment conditions set out in the applicable Final Terms and the other Master Issuer Transaction Documents:

(a) the Class A Notes of each Series will rank *pari passu* without any preference or priority among themselves and with the Class A Notes of each other Series but in priority to the Class B Notes, the Class M Notes, the Class C Notes and the Class Z Notes of any Series;

(b) the Class B Notes of each Series will rank *pari passu* without any preference or priority among themselves and with the Class B Notes of each other Series but in priority to the Class M Notes, the Class C Notes and the Class Z Notes of any Series;

(c) the Class M Notes of each Series will rank *pari passu* without any preference or priority among themselves and with the Class M Notes of each other Series but in priority to the Class C Notes and the Class Z Notes of any Series;

(d) the Class C Notes of each Series will rank *pari passu* without any preference or priority among themselves and with the Class C Notes of each other Series but in priority to the Class Z Notes of any Series; and

(e) the Class Z Notes of each Series will rank *pari passu* without any preference or priority among themselves and with the Class Z Notes of each other Series.

3. Conflict between the classes of Master Issuer Notes

The Trust Deed contains provisions requiring the Note Trustee to have regard to the interests of the Class A Noteholders, the Class B Noteholders, the Class M Noteholders, the Class C Noteholders and the Class Z Noteholders equally as regards all powers, trusts, authorities, duties and discretions of the Note Trustee under these Conditions or any of the Master Issuer Transaction Documents (except where expressly provided otherwise), but requiring the Note Trustee to have regard (except where expressly provided otherwise):

(a) for so long as there are any Class A Notes outstanding, only to the interests of the Class A Noteholders if, in the opinion of the Note Trustee, there is or may be a conflict between the interests of the Class A Noteholders and the interests of the Class B Noteholders and/or the interests of the Class M Noteholders and/or the interests of the Class C Noteholders and/or the interests of the Class Z Noteholders;

(b) subject to (a) above and for so long as there are any Class B Notes outstanding, only to the interests of the Class B Noteholders if, in the opinion of the Note Trustee there is or may be a conflict between the interests of the Class B Noteholders and the interest of the Class M Noteholders and/or the interests of the Class C Noteholders and/or the interests of the Class Z Noteholders;

(c) subject to (a) and (b) above and for so long as there are any Class M Notes outstanding, only to the interests of the Class M Noteholders if, in the opinion of the Note Trustee, there is or may be a conflict between the interests of the Class M Noteholders and the interests of the Class C Noteholders and/or the interests of the Class Z Noteholders; and

(d) subject to (a), (b) and (c) above and for so long as there are any Class C Notes outstanding, only to the interests of the Class C Noteholders if, in the opinion of the Note Trustee, there is or may be a conflict between the interests of the Class C Noteholders and the Class Z Noteholders.

The Trust Deed also contains provisions:

(i) limiting the powers of the Class B Noteholders, the Class M Noteholders, the Class C Noteholders and the Class Z Noteholders in each case, of any Series, *inter alia*, to request or direct the Note Trustee to take any action or to pass an effective Extraordinary Resolution according to the effect thereof on the interests of the Class A Noteholders of that Series or of any other Series. Except in certain circumstances described in Condition 12, the Trust Deed contains no such limitation on the powers of the Class A Noteholders, the exercise of which will be binding on the Class B Noteholders, the Class M Noteholders, the Class C Noteholders and the Class Z Noteholders in each case, of any Series, irrespective of the effect thereof on their respective interests;

(ii) limiting the powers of the Class M Noteholders, the Class C Noteholders and the Class Z Noteholders in each case, of any Series, *inter alia*, to request or direct the Note Trustee to take any action or to pass an effective Extraordinary Resolution according to the effect thereof on the interests of the Class B Noteholders of that Series or of any other Series. Except in certain circumstances described above and in Condition 12, the Trust Deed contains no such limitation on the powers of the Class B Noteholders, the exercise of which will be binding on the Class M Noteholders, the Class C Noteholders and the Class Z Noteholders, in each case, of any Series, irrespective of the effect thereof on their respective interests;

(iii) limiting the powers of the Class C Noteholders and the Class Z Noteholders in each case, of any Series, *inter alia*, to request or direct the Note Trustee to take any action or to pass an effective Extraordinary Resolution according to the effect thereof on the interests of the Class M Noteholders of that Series or of any other Series. Except in certain circumstances described above and in Condition 12, the Trust Deed contains no such limitation on the powers of the Class M Noteholders, the exercise of which will be binding on the Class C Noteholders and the Class Z Noteholders in each case, of any Series, irrespective of the effect thereof on their interests; and

(iv) limiting the powers of the Class Z Noteholders of any Series, *inter alia*, to request or direct the Note Trustee to take any action or to pass an effective Extraordinary Resolution according to the effect thereof on the interests of the Class C Noteholders of that Series or of any other Series. Except in certain circumstances described above and in Condition 12, the Trust Deed contains no such limitation on the powers of the Class C Noteholders, the exercise of which will be binding on the Class Z Noteholders of any Series, irrespective of the effect thereof on their respective interests.

Notwithstanding that none of the Note Trustee, the Master Issuer Security Trustee and the Noteholders may have any right of recourse against the Rating Agencies in respect of any confirmation given by them and relied upon by the Note Trustee or the Master Issuer Security Trustee pursuant to this Condition 3, the Note Trustee and the Master Issuer Security Trustee shall each be entitled to assume, for the purpose of exercising any right, power, trust, authority,

duty or discretion under or in relation to these Conditions or any of the Master Issuer Transaction Documents, that such exercise will not be materially prejudicial to the interests of the Noteholders (or any series and/or class thereof) if the Rating Agencies have confirmed that the then current ratings of the applicable series and/or class or classes of Master Issuer Notes would not be adversely affected by such exercise. It is agreed and acknowledged that, notwithstanding the foregoing, a credit rating is an assessment of credit and does not address other matters that may be of relevance to the Noteholders. In being entitled to rely on the fact that the Rating Agencies have confirmed that the then current rating of the relevant series and/or class or classes of Master Issuer Notes would not be adversely affected, it is expressly agreed and acknowledged by the Note Trustee and the Master Issuer Security Trustee and specifically notified to the Noteholders (and to which they are bound by the Conditions) that the above does not impose or extend any actual or contingent liability for the Rating Agencies to the Note Trustee or the Master Issuer Security Trustee, the Noteholders or any other person or create any legal relations between the Rating Agencies and the Note Trustee, the Master Issuer Security Trustee, the Noteholders or any other person whether by way of contract or otherwise.

As security for, *inter alia*, the payment of all monies payable in respect of the Master Issuer Notes, the Master Issuer has entered into the Master Issuer Deed of Charge creating, *inter alia*, the Master Issuer Security in favour of the Master Issuer Security Trustee for itself and on trust for the Noteholders and the other persons expressed to be secured parties under the Master Issuer Deed of Charge (the **Master Issuer Secured Creditors**).

4. Covenants

Save with the prior written consent of the Note Trustee or as provided in or contemplated under these Conditions or any of the Master Issuer Transaction Documents to which the Master Issuer is a party, the Master Issuer shall not, so long as any Master Issuer Note remains outstanding:

4.1 *Negative Pledge*

create or permit to subsist any mortgage, standard security, pledge, lien, charge or other security interest whatsoever (unless arising by operation of law) upon the whole or any part of its assets (including any uncalled capital) or its undertakings, present or future, except where the same is given in connection with the issue of a Series;

4.2 *Disposal of Assets*

sell, assign, transfer, lend, lease or otherwise dispose of, or deal with, or grant any option or present or future right to acquire all or any of its properties, assets or undertakings or any interest, estate, right, title or benefit therein or thereto or agree or attempt or purport to do any of the foregoing;

4.3 *Equitable and Beneficial Interest*

permit any person other than itself and the Master Issuer Security Trustee (as to itself and on behalf of the Master Issuer Secured Creditors) to have any equitable or beneficial interest in any of its assets or undertakings or any interest, estate, right, title or benefit therein;

4.4 *Bank Accounts*

have an interest in any bank account, other than the bank accounts maintained pursuant to the Master Issuer Bank Account Agreement, the Master Issuer Cash Management Agreement or any other Master Issuer Transaction Document, except in connection with the issue of a Series where such bank account is immediately charged in favour of the Master Issuer Security Trustee pursuant to the Master Issuer Deed of Charge;

4.5 *Restrictions on Activities*

carry on any business other than as described in the Base Prospectus (as revised, supplemented and/or amended from time to time) relating to the issue of the Master Issuer Notes and the related activities described therein;

4.6 *Borrowings*

incur any indebtedness in respect of borrowed money whatsoever or give any guarantee or indemnity in respect of any indebtedness, except where the same is incurred or given or the Master Issuer becomes so obligated in connection with the issue of a Series;

4.7 ***Merger***

consolidate or merge with any other person or convey or transfer substantially all of its properties or assets to any other person;

4.8 ***Waiver or Consent***

permit the validity or effectiveness of any of the Trust Deed or the Master Issuer Deed of Charge or the priority of the security interests created thereby to be amended, terminated, postponed, waived or discharged, or permit any other person whose obligations form part of the Master Issuer Security to be released from such obligations;

4.9 ***Employees or Premises***

have any employees or premises or subsidiaries;

4.10 ***Dividends and Distributions***

pay any dividend or make any other distribution to its shareholders or issue any further shares;

4.11 ***Purchase Master Issuer Notes***

purchase or otherwise acquire any Master Issuer Notes; or

4.12 ***United States Activities***

engage in any activities in the United States (directly or through agents), or derive any income from United States sources as determined under United States income tax principles, or hold any property if doing so would cause it to be engaged in a trade or business within the United States as determined under United States income tax principles.

5. Interest

5.1 ***Interest on Fixed Rate Master Issuer Notes***

Each Fixed Rate Master Issuer Note bears interest on its Principal Amount Outstanding from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest payable, subject as provided in these Conditions, in arrear on the Interest Payment Date(s) in each year specified for such note up to (and including) the Final Maturity Date.

Except as provided in the applicable Final Terms, the amount of interest payable in respect of any Fixed Rate Master Issuer Note on each Interest Payment Date for a Fixed Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified for such note in the applicable Final Terms, amount to the Broken Amount so specified.

As used in these Conditions, **Fixed Interest Period** means the period from and including an Interest Payment Date (or the Interest Commencement Date) to but excluding the next (or the first) Interest Payment Date.

If interest is required to be calculated in respect of any Fixed Rate Master Issuer Note for a period other than a Fixed Interest Period, such interest shall be calculated by applying the Rate of Interest specified for such note in the applicable Final Terms to the Principal Amount Outstanding on such note, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

Day Count Fraction means, in respect of the calculation of an amount of interest for any Fixed Rate Master Issuer Note in accordance with this **Condition 5.1**:

(a) if "Actual/Actual (ICMA)" is specified for such note in the applicable Final Terms:

(i) in the case of Master Issuer Notes where the number of days in the relevant period from (and including) the most recent Interest Payment Date for such notes (or, if none, the Interest

Commencement Date) to (but excluding) the relevant Interest Payment Date (the **Accrual Period**) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (A) the number of days in such Determination Period and (B) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or

(ii) in the case of Master Issuer Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:

(A) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and

(B) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (I) the number of days in such Determination Period and (II) the number of Determination Dates that would occur in one calendar year; and

(b) if "30/360" is specified for such note in the applicable Final Terms, the number of days in the period from (and including) the most recent Interest Payment Date for such note (or, if none, the Interest Commencement Date) to (but excluding) the relevant Interest Payment Date (such number of days being calculated on the basis of a year of 360 days with twelve 30-day months) divided by 360.

As used in these Conditions, **Determination Period** means each period from and including a Determination Date (as defined in the applicable Final Terms) to but excluding the next Determination Date (including where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date).

5.2 ***Interest on Floating Rate Master Issuer Notes***

(a) *Interest payment dates*

Each Floating Rate Master Issuer Note bears interest on its Principal Amount Outstanding from (and including) the Interest Commencement Date and such interest will be payable in arrear on the Interest Payment Date(s) in each year specified for such note. Such interest will be payable in respect of each Floating Interest Period.

As used in these Conditions, **Floating Interest Period** means the period from and including an Interest Payment Date (or the Interest Commencement Date) to but excluding the next (or the first) Interest Payment Date.

If a Business Day Convention is specified for a Floating Rate Master Issuer Note in the applicable Final Terms and (x) if there is no numerically corresponding day in the calendar month in which a Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

(i) the "Following Business Day Convention", the Interest Payment Date for such note shall be postponed to the next day which is a Business Day; or

(ii) the "Modified Following Business Day Convention", the Interest Payment Date for such note shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or

(iii) the "Preceding Business Day Convention", the Interest Payment Date for such note shall be brought forward to the immediately preceding Business Day.

In these Conditions, **Business Day** means a day which is both:

(i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London and any Additional Business Centre specified in the applicable Final Terms; and

(ii) either (1) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than London and any Additional Business Centre) or (2) in relation to any sum payable in euro, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET) System (the **TARGET System**) is open.

(b) *Rate of interest*

The Rate of Interest payable from time to time in respect of a Floating Rate Master Issuer Note will be determined in the manner specified for such note in the applicable Final Terms.

(i) ISDA Determination for Floating Rate Master Issuer Notes

Where "ISDA Determination" is specified for such note in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated for such note in the applicable Final Terms) the Margin (if any). For the purposes of this subparagraph (i), **ISDA Rate** for an Interest Period means a rate equal to the Floating Rate that would be determined by the Agent Bank or other person specified in the applicable Final Terms under an interest rate swap transaction if the Agent Bank or that other person were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

(A) the Floating Rate Option is as specified for such note in the applicable Final Terms;

(B) the Designated Maturity is the period specified for such note in the applicable Final Terms; and

(C) the relevant Reset Date is either (i) if the applicable Floating Rate Option is based on LIBOR, USD-LIBOR, EURIBOR, AUD-BBR-BBSW, JPY-LIBOR or CDOR for a currency, the first day of that Interest Period, or (ii) in any other case, as specified for such note in the applicable Final Terms.

For the purposes of this subparagraph (i), **Floating Rate, Calculation Agent, Floating Rate Option, Designated Maturity** and **Reset Date** have the meanings given to those terms in the ISDA Definitions.

(ii) Screen rate determination for Floating Rate Master Issuer Notes

Where **Screen Rate Determination** is specified for a Floating Rate Master Issuer Note in the applicable Final Terms as the manner in which the Rate of Interest is to be determined for such note, and the Reference Rate is specified in the applicable Final Terms as being a rate other than SONIA, Compounded Daily SOFR or Weighted Average SOFR, the Rate of Interest for each Interest Period will, subject as provided below, be either:

(A) the offered quotation (if there is only one quotation on the Relevant Screen Page); or

(B) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at 11.00 a.m. London time (in the case of LIBOR, USD-LIBOR or JPY-LIBOR), 10.15 a.m. Toronto time (in the case of CDOR), 11.00 a.m. Brussels time (in the case of EURIBOR) or 10:10 a.m. Sydney time (in the case of AUD-BBR-BBSW) (the **Specified Time**) on the Determination Date in question plus or minus the Margin (if any), all as determined by

the Agent Bank. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Agent Bank for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

If the Relevant Screen Page is not available or if, in the case of clause (ii)(A), no offered quotation appears or, in the case of clause (ii)(B), fewer than three offered quotations appear, in each case as at the Specified Time, the Agent Bank shall request each of the Reference Banks to provide the Agent Bank with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Specified Time on the Interest Determination Date in question. If two or more of the Reference Banks provide the Agent Bank with offered quotations, the Rate of Interest for the Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of the offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Agent Bank.

If on any Interest Determination Date one only or none of the Reference Banks provides the Agent Bank with an offered quotation as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Agent Bank determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Agent Bank by the Reference Banks or any two or more of them, at which such banks were offered, at approximately the Specified Time on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the London inter-bank market (if the Reference Rate is LIBOR, USD-LIBOR or JPY-LIBOR) or the Euro-zone inter-bank market (if the Reference Rate is EURIBOR) or the Canadian inter-bank market (if the Reference Rate is CDOR) plus or minus (as appropriate) the Margin (if any) or, if fewer than two of the Reference Banks provide the Agent Bank with offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, at approximately the Specified Time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Master Issuer suitable for the purpose) informs the Agent Bank it is quoting to leading banks in the London inter-bank market (if the Reference Rate is LIBOR, USD-LIBOR or JPY-LIBOR) or the Euro-zone inter-bank market (if the Reference Rate is EURIBOR) or the Canadian inter-bank market (if the Reference Rate is CDOR) plus or minus (as appropriate) the Margin (if any), provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period in place of the Margin relating to that last preceding Interest Period).

SONIA

Where Screen Rate Determination is specified for a Floating Rate Master Issuer Note in the applicable Final Terms as the manner in which the Rate of Interest is to be determined for such note, and the Reference Rate is specified in the applicable Final Terms as being SONIA, the Rate of Interest for each Interest Period will, subject as provided below, be Compounded Daily SONIA plus or minus (as indicated in the applicable Final Terms) the Margin (if any), as calculated by the Principal Paying Agent (or any such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Final Terms).

Compounded Daily SONIA means the rate of return of a daily compound interest investment (with the daily Sterling overnight reference rate as reference rate for the calculation of interest) and will be calculated by the Principal Paying Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Final Terms) on the Interest Determination Date, as follows, and the resulting percentage will be rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards:

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{SONIA_{i-pLBD}\times n_i}{365}\right)-1\right]\times\frac{365}{d}$$

where:

d is the number of calendar days in the relevant Interest Period;

d_o is the number of London Banking Days in the relevant Interest Period;

i is a series of whole numbers from one to do, each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day in the relevant Interest Period;

London Banking Day or **LBD** means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

n_i, for any day *i*, means the number of calendar days from and including such day *i* up to but excluding the following London Banking Day;

Observation Period means the period from and including the date falling *p* London Banking Days prior to the first day of the relevant Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) and ending on, but excluding, the date falling *p* London Banking Days prior to the Interest Payment Date for such Interest Period (or the date falling *p* London Banking Days prior to such earlier date, if any, on which the Floating Rate Master Issuer Notes become due and payable);

p means, for any Interest Period, the number of London Banking Days included in the **Observation Look-back Period**, being not less than 5 London Banking Days, as specified in the applicable Final Terms;

the **SONIA reference rate**, in respect of any London Banking Day, is a reference rate equal to the daily Sterling Overnight Index Average (**SONIA**) rate for such London Banking Day as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors (on the London Banking Day immediately following such London Banking Day); and

SONIA$_{i\text{-}pLBD}$ means, in respect of any London Banking Day falling in the relevant Interest Period, the SONIA reference rate for the London Banking Day falling *p* London Banking Days prior to the relevant London Banking Day *i*.

If, in respect of any London Banking Day in the relevant Observation Period, the Principal Paying Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Final Terms) determines that the SONIA reference rate is not available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, such SONIA reference rate shall be: (i) the Bank of England's Bank Rate (the **Bank Rate**) prevailing at close of business on the relevant London Banking Day; plus (ii) the mean of the spread of the SONIA reference rate to the Bank Rate over the previous five days on which a SONIA reference rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Bank Rate.

Notwithstanding the paragraph above, in the event the Bank of England publishes guidance as to (i) how the SONIA reference rate is to be determined; or (ii) any rate that is to replace the SONIA reference rate, the Principal Paying Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Final Terms) shall, subject to receiving written Instructions from the Master Issuer and to the extent that it is reasonably practicable, follow such guidance in order to determine SONIA$_i$ for the purpose of the relevant Floating Rate Master Issuer Notes for so long as the SONIA reference rate is not available or has not been published by the authorised distributors. To the extent that any amendments or modifications to the Conditions or the Transaction Documents are required in order for the Principal Paying Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Final Terms) to follow such guidance in order to determine SONIAi, the Principal Paying Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Final Terms) shall have no obligation to act until such amendments or modifications have been made in accordance with the Conditions and the Transaction Documents.

In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions by the Principal Paying Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Final Terms), the Rate of Interest shall be (i) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Period); or (ii) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to such Floating Rate Master Issuer Notes for the first Interest Period had the Floating Rate Master Issuer Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin and any Maximum Rate of Interest or Minimum Rate of Interest applicable to the first Interest Period).

If the relevant Floating Rate Master Issuer Notes become due and payable in accordance with Conditions 10 (*Events of Default*) or 11 (*Enforcement of Master Issuer Notes*), the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the applicable Final Terms, be deemed to be the date on which such Floating Rate Master Issuer Notes became due and payable and the Rate of Interest on such Floating Rate Master

Issuer Notes shall, for so long as any such Floating Rate Master Issuer Note remains outstanding, be that determined on such date.

Compounded Daily SOFR

Where **Screen Rate Determination** is specified for a Floating Rate Master Issuer Note in the applicable Final Terms as the manner in which the Rate of Interest is to be determined for such note, and the Reference Rate is specified in the applicable Final Terms as being Compounded Daily SOFR, the Rate of Interest for each Interest Period will be Compounded Daily SOFR plus or minus (as indicated in the applicable Final Terms) the Margin (if any).

Compounded Daily SOFR means the rate of return of a daily compound interest investment (with the Secured Overnight Financing Rate as the reference rate for the calculation of interest) and will be calculated by the Principal Paying Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Final Terms) on each Interest Determination Date as follows, with the resulting percentage being rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards:

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{SOFR_{i-pUSBD}\times n_i}{360}\right)-1\right]\times\frac{360}{d}$$

where:

d means the number of calendar days in the relevant Interest Period;

d_0, for any Interest Period, means the number of U.S. Government Securities Business Days in the relevant Interest Period;

i means a series of whole numbers from one to d_0, each representing the relevant U.S. Government Securities Business Days in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant Interest Period;

$SOFR_i$ means, for any U.S. Government Securities Business Day i

(a) where in the applicable Final Terms "Lag" is specified as the Observation Method, the SOFR in respect of such U.S. Government Securities Business Day;

(b) where in the applicable Final Terms "Lock-out" is specified as the Observation Method:

(i) for any such U.S. Government Securities Business Day that is a SOFR Reset Date, the SOFR in respect of the U.S. Government Securities Business Day immediately preceding such SOFR Reset Date, and

(ii) for any such U.S. Government Securities Business Day that is not a SOFR Reset Date, the SOFR in respect of the U.S. Government Securities Business Day immediately preceding the last SOFR Reset Date of the relevant Interest Period;

p means

(a) where in the applicable Final Terms "Lag" is specified as the Observation Method, the number of U.S. Government Securities Business Days included in the Observation Look-back Period specified in the applicable Final Terms (or, if no such number is specified, five U.S. Government Securities Business Days);

(b) where in the applicable Final Terms "Lock-out" is specified as the Observation Method, zero;

USBD means U.S. Government Securities Business Day;

$\boldsymbol{n_i}$, for any U.S. Government Securities Business Day, means the number of calendar days from, and including, such U.S. Government Securities Business Day up to, but excluding, the following U.S. Government Securities Business Day; and

$\mathbf{SOFR}_{i\text{-}pUSBD}$ means, in respect of any U.S. Government Securities Business Day falling in the relevant Interest Period, the SOFR for the U.S.Government Securities Business Day falling p U.S. Government Securities Business Days prior to the relevant U.S. Government Securities Business Day *i*.

Weighted Average SOFR

Where **Screen Rate Determination** is specified for a Floating Rate Master Issuer Note in the applicable Final Terms as the manner in which the Rate of Interest is to be determined for such note, and the Reference Rate is specified in the applicable Final Terms as being Weighted Average SOFR, the Rate of Interest for each Interest Period will be Weighted Average SOFR plus or minus (as indicated in the applicable Final Terms) the Margin (if any).

Weighted Average SOFR, in relation to any Interest Period, means the arithmetic mean of $SOFR_i$ in effect during such Interest Period (each such U.S. Government Securities Business Day, ***i***), and will be calculated by the Principal Paying Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Final Terms Document) on each Interest Determination Date by multiplying the relevant $SOFR_i$ by the number of days such $SOFR_i$ is in effect, determining the sum of such products and dividing such sum by the number of calendar days in the relevant Interest Period.

(c) *Minimum rate of interest and/or maximum rate of interest*

If the applicable Final Terms specifies a Minimum Rate of Interest for a Floating Rate Master Issuer Note for any Interest Period, then, in the event that the Rate of Interest for such note in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is less than such Minimum Rate of Interest, the Rate of Interest for such note for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Final Terms specifies a Maximum Rate of Interest for such note for any Interest Period, then, in the event that the Rate of Interest for such note in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is greater than such Maximum Rate of Interest, the Rate of Interest for such note for such Interest Period shall be such Maximum Rate of Interest.

(d) *Determination of rate of interest and calculation of interest amounts*

The Agent Bank will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period (provided that no provision of these Conditions or the Paying Agent and Agency Bank Agreement shall require an Agent to do anything which may be illegal or contrary to applicable law or regulation).

The Agent Bank will calculate the amount of interest payable on the Floating Rate Master Issuer Notes in respect of each Specified Denomination (each an **Interest Amount**) for the relevant Interest Period. Each Interest Amount shall be calculated by applying the Rate of Interest to the Principal Amount Outstanding of each Master Issuer

Note, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

Day Count Fraction means, in respect of the calculation of an amount of interest for a Floating Rate Master Issuer Note in accordance with this **Condition 5.2(d)** for any Interest Period:

(i) if **Actual/365** or **Actual/Actual (ISDA)** is specified for such note in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);

(ii) if **Actual/365 (Fixed)** is specified for such for such note in the applicable Final Terms, the actual number of days in the Interest Period divided by 365;

(iii) if **Actual/365 (Sterling)** is specified for such note in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;

(iv) if **Actual/360** is specified for such note in the applicable Final Terms, the actual number of days in the Interest Period divided by 360;

(v) if **30/360**, **360/360** or **Bond Basis** is specified for such note in the applicable Final Terms, the number of days in the Interest Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with twelve 30-day months (unless (a) the last day of the Interest Period is the 31st day of a month but the first day of the Interest Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (b) the last day of the Interest Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month)); and

(vi) if **30E/360** or **Eurobond Basis** is specified for such note in the applicable Final Terms, the number of days in the Interest Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with twelve 30-day months, without regard to the date of the first day or last day of the Interest Period unless, in the case of the final Interest Period, the Final Maturity Date is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month).

(e) *Notification of rate of interest and interest amounts*

The Agent Bank will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Note Trustee, the Master Issuer Security Trustee, the Master Issuer Cash Manager, the Paying Agents, the Registrar and to any stock exchange or other relevant competent authority or quotation system on which the relevant Floating Rate Master Issuer Notes are for the time being listed, quoted and/or traded or by which they have been admitted to listing and to be published in accordance with **Condition 12.10** as soon as possible after their determination but in no event later than the fourth Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. Any such amendment or alternative arrangements will be promptly notified to the Note Trustee and each stock exchange or other relevant authority on which the relevant Floating Rate Master Issuer Notes are for the time being listed or by which they have been admitted to listing and to the Noteholders in accordance with **Condition 12.10**.

(f) *Certificates to be final*

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this **Condition 5.2**, whether by the Agent Bank or the Calculation Agent (as defined in **Condition 5.2(b)(i)**) or the Note Trustee shall (in the absence of wilful default, bad faith or manifest error) be binding on the Master Issuer, the Master Issuer Cash Manager, the Principal Paying Agent,

the Calculation Agent, the other Paying Agents, the Note Trustee and all Noteholders and (in the absence of wilful default or bad faith) no liability to the Master Issuer or the Noteholders shall attach to the Agent Bank or the Calculation Agent or the Note Trustee in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

5.3 ***Accrual of interest***

Interest (if any) will cease to accrue on each Master Issuer Note (or in the case of the redemption of part only of a Master Issuer Note, that part only of such note) on the due date for redemption thereof unless, upon due presentation thereof, payment of principal is improperly withheld or refused in which event, interest will continue to accrue until the earlier of:

(a) the date on which all amounts due in respect of such note have been paid; and

(b) the seventh day after notice is duly given by the Principal Paying Agent or the U.S. Paying Agent (as the case may be) to the Holder thereof that such payment will be made, provided that subsequently, payment is in fact made.

5.4 ***Deferred interest***

To the extent that, subject to and in accordance with the relevant Master Issuer Priority of Payments, the funds available to the Master Issuer to pay interest on any Series and Class (or Sub-Class) of Master Issuer Notes (other than the most senior Class (or Sub-Class) of Master Issuer Notes of any Series then outstanding) on an Interest Payment Date (after discharging the Master Issuer's liabilities of a higher priority) are insufficient to pay the full amount of such interest, payment of the shortfall attributable to such Series and Class (or Sub-Class) of Master Issuer Notes (**Deferred Interest**) will not then fall due but will instead be deferred until the first Interest Payment Date for such notes thereafter on which sufficient funds are available (after allowing for the Master Issuer's liabilities of a higher priority and subject to and in accordance with the relevant Master Issuer Priority of Payments) to fund the payment of such Deferred Interest to the extent of such available funds.

Such Deferred Interest will accrue interest (**Additional Interest**) at the rate of interest applicable from time to time to the applicable Series and Class (or Sub-Class) of Master Issuer Notes and payment of any Additional Interest will also be deferred until the first Interest Payment Date for such notes thereafter on which funds are available (after allowing for the Master Issuer's liabilities of a higher priority subject to and in accordance with the relevant Master Issuer Priority of Payments) to the Master Issuer to pay such Additional Interest to the extent of such available funds.

Amounts of Deferred Interest and Additional Interest shall not be deferred beyond the Final Maturity Date of the applicable Series and Class (or Sub-Class) of Master Issuer Notes, when such amounts will become due and payable.

Payments of interest due on an Interest Payment Date in respect of the most senior Class of Master Issuer Notes of any Series then outstanding will not be deferred. In the event of the delivery of a Note Enforcement Notice (as described in **Condition 10**), the amount of interest in respect of such Master Issuer Notes that was due but not paid on such Interest Payment Date will itself bear interest at the applicable rate until both the unpaid interest and the interest on that interest are paid as provided in the Trust Deed.

5.5 Interest Where There is an Increase Amount of a Class Z Variable Funding Note

If, in the Floating Interest Period immediately preceding an Interest Payment Date, there has been a subscription of an Increase Amount in respect of a Class Z Variable Funding Note pursuant to **Condition 6.10** below, the Interest payable shall be determined as the sum of:

(a) the interest determined as being payable in respect of the Class Z Variable Funding Note as if the Principal Amount Outstanding were the Principal Amount Outstanding of the Class Z Variable Funding Note at the beginning of such Floating Interest Period; plus

(b) the interest determined as being payable in respect of each Increase Amount made in such Floating Interest Period calculated on the basis set out in **Condition 5.2** as if references in **Condition 5.2** to the Principal Amount Outstanding in respect of such Class Z Variable Funding Note were to the Increase Amount and the Floating Interest Period in respect of such Increase Amount commenced on the Increase Date. The Rate of Interest in respect of any Increase Amount made on an Increase Date which is not an Interest Payment Date shall be the same rate as that

determined in respect of the Principal Amount Outstanding of the Class Z Variable Funding Note immediately prior to such Increase Date or such other rate as may be specified in the applicable Final Terms in respect of such Class Z Variable Funding Note.

In all other cases, the interest payable in respect of each Class Z Variable Funding Note shall be determined pursuant to **Condition 5.2** above.

6. Redemption, Purchase and Cancellation

6.1 Final Redemption

Unless previously redeemed in full as provided in this **Condition 6**, the Master Issuer shall redeem a Series and Class (or Sub-Class) of Master Issuer Notes at their then Principal Amount Outstanding together with all accrued interest on the Final Maturity Date in respect of such Series and Class (or Sub-Class) of Master Issuer Notes.

The Master Issuer may not redeem such notes in whole or in part prior to their Final Maturity Date except as provided in **Conditions 6.2, 6.4** or **6.5**, but without prejudice to **Condition 10.**

6.2 Mandatory Redemption

On each Interest Payment Date, other than an Interest Payment Date on which a Series and Class (or Sub-Class) of Master Issuer Notes are to be redeemed under **Condition 6.1 above**, and **Conditions 6.4** and **6.5 below** and the Master Issuer shall repay principal in respect of such notes in an amount equal to the amount (if any) repaid on such Interest Payment Date in respect of the related Term Advance, and pursuant to, the Master Intercompany Loan Agreement converted, where the Specified Currency for such notes is not sterling, into the Specified Currency at the Specified Currency Exchange Rate for such notes.

To the extent that there are insufficient funds available to the Master Issuer to repay the amount due to be paid on such Interest Payment Date the Master Issuer will be required to repay the shortfall, to the extent that it receives funds therefor (and subject to the terms of the Master Issuer Deed of Charge and the Master Issuer Cash Management Agreement) on subsequent Interest Payment Dates in respect of such notes.

6.3 Note Principal Payments, Principal Amount Outstanding and Pool Factor

The principal amount redeemable (the **Note Principal Payment**) in respect of each Master Issuer Note of a particular Series and Class (or Sub-Class) on any Interest Payment Date under **Condition 6.2** shall be a proportion of the amount required as at that Interest Payment Date to be applied in redemption of such Series and Class (or Sub-Class) of Master Issuer Notes on such date equal to the proportion that the Principal Amount Outstanding of the relevant Master Issuer Note bears to the aggregate Principal Amount Outstanding of such Series and Class (or Sub-Class) of Master Issuer Notes rounded down to the nearest sub-unit of the Specified Currency; provided always that no such Note Principal Payment may exceed the Principal Amount Outstanding of the relevant Master Issuer Note.

On each Note Determination Date the Master Issuer shall determine (or cause the Agent Bank to determine) (a) the amount of any Note Principal Payment payable in respect of each Master Issuer Note of the relevant Series and Class (or Sub-Class) on the immediately following Interest Payment Date and (b) the Principal Amount Outstanding of each such note which shall be the Specified Denomination plus (in the case of each Class Z Variable Funding Note) the aggregate of all relevant Increase Amounts, less the aggregate amount of all Note Principal Payments in respect of such note that has been paid since the relevant Closing Date and on or prior to that Note Determination Date (the **Principal Amount Outstanding**) and (c) the fraction expressed as a decimal to the fifth decimal point (the **Pool Factor**), of which the numerator is the Principal Amount Outstanding of such note (as referred to in (b) above) and the denominator is the Specified Denomination. Each determination by or on behalf of the Master Issuer of Note Principal Payment of a Master Issuer Note, the Principal Amount Outstanding of a Master Issuer Note and the Pool Factor shall in each case (in the absence of wilful default, bad faith or manifest error) be final and binding on all persons.

The Master Issuer will cause each determination of the Note Principal Payment and the Principal Amount Outstanding and the Pool Factor in respect of a Series and Class (or Sub-Class) of Master Issuer Notes to be notified forthwith, and in any event not later than 1.00 p.m. (London time) on the Business Day immediately succeeding the Note Determination Date, to the Note Trustee, the Master Issuer Security Trustee, the Paying Agents, the Agent Bank, the Registrar and (for so long as such notes are listed on one or more stock exchanges) the relevant stock exchanges, and will cause notice of each determination of the Note Principal Payment and the Principal Amount Outstanding to be

given to Noteholders in accordance with **Condition 12.10** by no later than the Business Day after the relevant Interest Payment Date.

6.4 Optional Redemption in Full

Provided a Note Enforcement Notice has not been served and subject to the provisos below, upon giving not more than 60 nor less than 30 days' prior notice to the Note Trustee, the Noteholders and the relevant Master Issuer Swap Provider(s) in accordance with **Condition 12.10**, the Master Issuer may redeem a Series and Class (or Sub-Class) of Master Issuer Notes at their aggregate Redemption Amount together with any accrued and unpaid interest in respect thereof on the following dates:

(a) the date specified as the Step-Up Date for such notes in the applicable Final Terms and on any Interest Payment Date for such notes thereafter; or

(b) on any Interest Payment Date on which the aggregate Principal Amount Outstanding of such notes and all other Classes of Master Issuer Notes of the same Series is less than 10 per cent. of the aggregate Principal Amount Outstanding of such Series of Master Issuer Notes as at the Closing Date on which such Series of Master Issuer Notes were issued,

(c) the date specified as the Optional Redemption Date for such notes in the applicable Final Terms and on each Interest Payment Date for such notes thereafter,

PROVIDED THAT (in either of the cases above), on or prior to giving any such notice, the Master Issuer shall have provided to the Note Trustee a certificate signed by two directors of the Master Issuer to the effect that (i) it will have the funds, not subject to any interest of any other person, required to redeem such notes as aforesaid and any amounts required to be paid in priority to or *pari passu* with such notes outstanding in accordance with the terms and conditions of the Master Issuer Deed of Charge and the Master Issuer Cash Management Agreement and (ii) the Repayment Tests will be satisfied following the making of such redemptions and the Note Trustee shall be entitled to accept such certificate as sufficient evidence thereof (without liability and without further investigation) in which event it shall be conclusive and binding on the Noteholders and all other persons.

6.5 Optional Redemption for Tax and other Reasons

Provided a Note Enforcement Notice has not been served, if the Master Issuer at any time satisfies the Note Trustee in writing immediately prior to the giving of the notice referred to below that on the next Interest Payment Date either:

(a) the Master Issuer would by virtue of a change in the law or regulations of the United Kingdom or any other jurisdiction (or the application or interpretation thereof) be required to deduct or withhold from any payment of principal or interest or any other amount under a Series and Class (or Sub-Class) of Master Issuer Notes any amount for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature (other than where the relevant Holder or beneficial owner has some connection with the relevant jurisdiction other than the holding of the Master Issuer Notes); or

(b) Funding would be required to deduct or withhold from amounts due in respect of the Term Advance under the Master Intercompany Loan Agreement which was funded by such notes any amount for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature; and

(c) in relation to either the events described in (a) and (b) above, such obligation of the Master Issuer or Funding (as the case may be) cannot be avoided by the Master Issuer or Funding (as the case may be) taking reasonable measures available to the Master Issuer or Funding (as the case may be),

then the Master Issuer shall use its reasonable endeavours to arrange the substitution of a company incorporated in another jurisdiction approved by the Note Trustee as principal debtor under such notes and/or as lender of such Term Advance as the case may be, upon the Note Trustee being satisfied that (1) such substitution will not be materially prejudicial to the interests of the Noteholders of any Series and Class, and (2) upon the Master Issuer Security Trustee being satisfied that (A) the position of the Master Issuer Secured Creditors will not thereby be

adversely affected, and (B) such substitution would not require registration of any new security under United States securities laws or materially increase the disclosure requirements under United States law or the costs of issuance. Only if the Master Issuer is unable to arrange a substitution will the Master Issuer be entitled to redeem the Master Issuer Notes as described in this **Condition 6.5.**

Subject to the proviso below, if the Master Issuer is unable to arrange a substitution as described above and, as a result, one or more of the events described in (a) and (b) above (as the case may be) is continuing, then the Master Issuer may, having given not more than 60 nor less than 30 days' notice to the Note Trustee, the Noteholders and the relevant Master Issuer Swap Provider(s) in accordance with **Condition 12.10**, redeem all (but not some only) of such notes on the immediately succeeding Interest Payment Date for such notes at their aggregate Redemption Amount together with any accrued and unpaid interest in respect thereof provided that (in either case), prior to giving any such notice, the Master Issuer shall have provided to the Note Trustee:

(i) a certificate signed by two directors of the Master Issuer stating the circumstances referred to in (a) or (b) and (c) above prevail and setting out details of such circumstances; and

(ii) an opinion in form and substance satisfactory to the Note Trustee of independent legal advisors of recognised standing to the effect that the Master Issuer and/or Funding has or will become obliged to deduct or withhold such amounts as a result of such change or amendment.

The Note Trustee shall be entitled to accept such certificate and opinion as sufficient evidence (without liability and without further investigation) of the satisfaction of the circumstance set out in (a) or (b) and (c) above, in which event they shall be conclusive and binding on the Noteholders. The Master Issuer may only redeem such notes as aforesaid, if on or prior to giving such notice, the Master Issuer shall have provided to the Note Trustee a certificate signed by two directors of the Master Issuer to the effect that it will have the funds, not subject to any interest of any other person, required to redeem such notes as aforesaid and any amounts required to be paid in priority to or *pari passu* with such notes outstanding in accordance with the terms and conditions of the Master Issuer Deed of Charge and the Master Issuer Cash Management Agreement and the Note Trustee shall be entitled to accept such certificate as sufficient evidence thereof in which event it shall be conclusive and binding on the Noteholders and all other persons.

In addition to the foregoing, if, at any time, the Master Issuer delivers a certificate to Funding, the Note Trustee and the Master Issuer Security Trustee to the effect that it would be unlawful for the Master Issuer to make, fund or allow to remain outstanding a Term Advance made by it under the Master Intercompany Loan Agreement and stating that the Master Issuer may require Funding to prepay the relevant Term Advance on an Interest Payment Date subject to and in accordance with the provisions of the Master Intercompany Loan Agreement to the extent necessary to cure such illegality and the Master Issuer may redeem all (but not some only) of the relevant Master Issuer Notes at their Redemption Amount together with any accrued interest upon giving not more than 60 days' nor less than 30 days' (or such shorter period as may be required under any relevant law) prior written notice to the Master Issuer Security Trustee, the Note Trustee, the relevant Master Issuer Swap Provider(s) and the Noteholders in accordance with **Condition 12.10** provided that, prior to giving any such notice, the Master Issuer shall have provided to the Note Trustee a certificate signed by two directors of the Master Issuer to the effect that it will have the funds, not subject to the interest of any other person, required to redeem the Master Issuer Notes as provided above and any amount to be paid in priority to or *pari passu* with the Master Issuer Notes and the Note Trustee shall be entitled to accept such certificate as sufficient evidence thereof (without liability and without further investigation) in which event it shall be conclusive and binding on the Noteholders and all other persons. Such monies received by the Master Issuer shall be used to redeem the relevant Master Issuer Notes in full, together with any accrued and unpaid interest on the equivalent Interest Payment Date.

6.6 Redemption Amounts

For the purposes of this **Condition 6.6, Redemption Amount** means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the amount specified in relation to such notes in the applicable Final Terms or, if not so specified:

(a) in respect of each Master Issuer Note (other than a Zero Coupon Master Issuer Note), the Principal Amount Outstanding of such note; and

(b) in respect of each Zero Coupon Master Issuer Note, an amount (the **Amortised Face Amount**) calculated in accordance with the following formula:

Redemption Amount = RP×(1+AY)×y

where:

RP = the Reference Price;

AY = the Accrual Yield expressed as a decimal; and

y = a fraction, the numerator of which is equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and including) the first Closing Date of the applicable Series and Class (or Sub-Class) of Master Issuer Notes to (but excluding) the date fixed for redemption or, as the case may be, the date upon which such note becomes due and payable and the denominator of which is 360.

If the amount payable in respect of any Zero Coupon Master Issuer Note upon redemption of such Zero Coupon Master Issuer Note pursuant to Condition 6.1, 6.2, 6.4 or 6.5 or upon its becoming due and repayable as provided in Condition 10 is improperly withheld or refused, the amount due and repayable in respect of such note shall be the amount calculated as provided in this paragraph as though the reference therein to the date fixed for the redemption or, as the case may be, the date upon which such note becomes due and payable were replaced by reference to the date which is the earlier of:

(i) the date on which all amounts due in respect of such note have been paid; and

(ii) the date on which the full amount of the monies payable in respect of such note has been received by the Principal Paying Agent or the Note Trustee or the Registrar and notice to that effect has been given to the Noteholders in accordance with **Condition 12.9**.

6.7 Money Market Note Mandatory Transfer

(a) If remarketing arrangements are specified as applicable in the relevant Final Terms in relation to a Series and Class (or Sub-Class) of Money Market Notes, such Money Market Notes shall, subject to paragraph (c) below, be transferred in accordance with paragraph (b) below on each Transfer Date prior to the occurrence of a Mandatory Transfer Termination Event, as confirmed by the Remarketing Bank providing a Conditional Purchase Confirmation to the Master Issuer and the Principal Paying Agent, in exchange for payment of the Transfer Price and the Master Issuer and the Principal Paying Agent will procure payment of the Transfer Price to the Noteholders of the Money Market Notes on the relevant Transfer Date.

(b) Subject to paragraphs (a) above and (c) below, all the interests of the Noteholders of the Money Market Notes in the Money Market Notes shall be transferred on the relevant Transfer Date to the account of the Remarketing Bank on behalf of the relevant purchasers or as otherwise notified by or on behalf of the Remarketing Bank prior to such date or if Money Market Notes in definitive form are then issued, the Money Market Notes will be registered in the name of the Remarketing Bank or as otherwise notified by or on behalf of the Remarketing Bank by the Registrar and the Register will be amended accordingly with effect from the relevant Transfer Date.

(c) Any Noteholder of a Money Market Note may exercise his right to retain such Money Market Note through the facilities of DTC at any time prior to the commencement of the Remarketing Period that ends immediately before the relevant Transfer Date.

6.8 Optional Purchase

(a) If specified in the relevant Final Terms, Santander UK has the right (the **Purchase Option**), by delivering a notice to the relevant Noteholders, the Registrar and the Note Trustee pursuant to the Santander UK Optional Purchase Agreement, to require the relevant Noteholders, subject to and in accordance with any applicable conditions specified in the relevant Final Terms, to sell to Santander UK or otherwise allow Santander UK to be substituted as the Holder of all, but not some only, of the Class B Notes and/or the Class M Notes and/or the Class C Notes and/or the Class Z Notes as so specified (collectively the **Called Notes**) on any Interest Payment Date (prior to the date specified in the Final Terms (the **Final Purchase Date**) or such later date as may be permitted by the FCA) falling on or after the Interest Payment Date (the **Initial Purchase Date**) specified in

the applicable Final Terms (if any) for a price equal to the aggregate redemption amount of any of the Called Notes, together with any accrued and unpaid interest on the Called Notes and, on the date therefor specified in the notice (being an Interest Payment Date falling on or after the Initial Purchase Date), the Registrar shall effect the transfer to Santander UK of such Called Notes by entering such transfer in the Register.

(b) Immediately after such transfer or substitution of Santander UK as the Holder of the Called Notes, each former Holder of the Called Notes shall cease to have any interest in the Called Notes.

(c) The Called Notes transferred to Santander UK pursuant to the Purchase Option shall, subject as provided in the Transaction Documents, remain outstanding until the date on which they would otherwise be redeemed or cancelled in accordance with their terms and conditions.

(d) By subscribing to or purchasing the Called Notes, each Holder of the Called Notes (i) is deemed to have notice of and be bound by the provisions of the Santander UK Optional Purchase Agreement and (ii) directs, authorises and requests the Note Trustee to enter into the Santander UK Optional Purchase Agreement. Each Holder of Called Notes also irrevocably authorises and instructs the Master Issuer, the Registrar, DTC, Euroclear or, as the case may be, Clearstream, Luxembourg to effect the transfer of its Called Notes on the relevant Interest Payment Date to Santander UK, in accordance with the relevant Final Terms and the rules for the time being of DTC, Euroclear or, as the case may be, Clearstream, Luxembourg.

6.9 Optional Redemption in Part

Provided a Note Acceleration Notice has not been served and subject to the provisos below, upon giving not more than 30 nor less than 15 days' prior notice to the Note Trustee and the Noteholders in accordance with **Condition 12.10**, the Master Issuer may redeem a Series and Class of Notes in the Instalment Amounts specified in the applicable Final Terms, together with any accrued and unpaid interest in respect thereof, on the date specified as the Optional Partial Redemption Date in respect of such Instalment Amount for such Master Issuer Notes in the applicable Final Terms and on any Interest Payment Date for such Master Issuer Notes thereafter, PROVIDED THAT on or prior to giving any such notice, the Master Issuer shall have provided to the Note Trustee a certificate signed by two directors of the Master Issuer to the effect that (i) it will have the funds, not subject to any interest of any other person, required to redeem such Master Issuer Notes as aforesaid and any amounts required to be paid in priority to or pari passu with such Master Issuer Notes in accordance with the terms and conditions of the Master Issuer Deed of Charge and the Master Issuer Cash Management Agreement, and (ii) the Repayment Tests will be satisfied following the making of such redemptions, and the Note Trustee shall be entitled to accept such certificate as sufficient evidence thereof, without further enquiry or investigation and without liability to any person in which event it shall be conclusive and binding on the Noteholders and all other persons. Such optional redemption will be reflected in the records of Euroclear and Clearstream, Luxembourg as either a Pool Factor or a reduction in nominal amount, at their discretion.

6.10 Increase in a Class Z Variable Funding Note

A Class Z Variable Funding Noteholder may on any date (each an **Increase Date**) increase the Principal Amount Outstanding of a Class Z Variable Funding Note and cause a corresponding increase in the Specified Denomination of such Class Z Variable Funding Note, provided that such increase shall not cause the Seller Share to be reduced below the Minimum Seller Share, by:

(a) delivering to the Master Issuer, the Registrar and the Master Issuer Cash Manager a written notice (with a copy to the Note Trustee) indicating:

(i) the amount of the increase (the **Increase Amount**);

(ii) the date of the proposed increase (which may be the date on which the notice is provided); and

(iii) with satisfactory evidence, that it is the relevant Class Z Variable Funding Noteholder; and

(b) subscribing for and paying an amount equal to the Increase Amount to the Master Issuer Transaction Account or such other account as the Master Issuer (or the Master Issuer Cash Manager) may direct from time to time).

I. The Master Issuer undertakes to lend the proceeds of the Increase Amount to Funding by way of an increase in the size of the relevant NR VFN Term Advance.

7. Payments

7.1 *Presentation of Master Issuer Notes*

Payments of principal shall be made by cheque in the Specified Currency, drawn on a Designated Bank, or upon application by a Holder of the relevant Master Issuer Note to the Specified Office of the Principal Paying Agent not later than the fifth Business Day before the Record Date (as defined in **Condition 7.7**), by transfer to a Designated Account maintained by the payee with a Designated Bank and (in the case of final redemption) upon surrender of the relevant Master Issuer Note at the Specified Office of any Paying Agent.

Payments of interest shall be made by cheque in the Specified Currency drawn on a Designated Bank, or upon application by a Holder of the relevant Master Issuer Note to the Specified Office of the Principal Paying Agent not later than the fifth Business Day before the Record Date (as defined in **Condition 7.7**), by transfer to a Designated Account maintained by the payee with a Designated Bank and (in the case of interest payable on final redemption) upon surrender of the relevant Master Issuer Note at the Specified Office of any Paying Agent.

7.2 *Laws and Regulations*

Payments of principal and interest in respect of the Master Issuer Notes are subject, in all cases, to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the **Code**) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto. Noteholders will not be charged commissions or expenses on payments.

7.3 *Payment of Interest following a failure to pay Principal*

If payment of principal is improperly withheld or refused on or in respect of any Master Issuer Note or part thereof, the interest which continues to accrue in respect of such Master Issuer Note in accordance with **Condition 5** will be paid in accordance with this **Condition 7**.

7.4 *Change of Paying Agents*

The initial Principal Paying Agent, the Registrar, the Transfer Agent and the Paying Agents are listed in these Conditions. The Master Issuer reserves the right, subject to the prior written approval of the Note Trustee, at any time to vary or terminate the appointment of the Principal Paying Agent, the Registrar, the Transfer Agent and the U.S. Paying Agent and to appoint additional or other Paying Agents. The Master Issuer will at all times maintain a Paying Agent with a Specified Office in London and a U.S. Paying Agent with a Specified Office in New York and a Registrar. Except where otherwise provided in the Trust Deed, the Master Issuer will cause at least 30 days' notice of any change in or addition to the Paying Agents, the Transfer Agent or the Registrar or their Specified Offices to be given in accordance with **Condition 12.10** and will notify the Rating Agencies of such change or addition.

7.5 *No payment on non-Business Day*

Where payment is to be made by transfer to a Designated Account, payment instructions (for value the due date or, if the due date is not a Business Day, for value the next succeeding Business Day) will be initiated and, where payment is to be made by cheque, the cheque will be mailed (a) (in the case of payments of principal and interest payable on redemption) on the later of the due date for payment and the day on which the relevant Master Issuer Note is surrendered (or, in the case of part payment only, endorsed) at the Specified Office of a Paying Agent and (b) (in the case of payments of interest payable other than on redemption) on the due date for payment. A Holder of a Master Issuer Note shall not be entitled to any interest or other payment in respect of any delay in payment resulting from (i) the due date for a payment not being a Business Day or (ii) a cheque mailed in accordance with this **Condition 7.5** arriving after the due date for payment or being lost in the mail.

7.6 *Partial Payment*

If a Paying Agent makes a partial payment in respect of any Master Issuer Note, the Master Issuer shall procure and the Registrar will ensure that the amount and date of such payment are noted on the Register and, in the case of partial payment upon presentation of a Master Issuer Note, that a statement indicating the amount and date of such payment is endorsed on the relevant Master Issuer Note.

7.7 ***Record Date***

Each payment in respect of a Master Issuer Note will be made to the persons shown as the Holder in the Register (i) where the Master Issuer Note is in global form, at the close of the business day (being for this purpose a day on which Euroclear and Clearstream, Luxembourg are open for business) before the relevant due date, (ii) where the Master Issuer Note is in definitive form, at the opening of business in the place of the Registrar's Specified Office on the fifteenth day before the due date for such payment (the **Record Date**).

7.8 ***Payment of Interest***

Subject as provided otherwise in these Conditions, if interest is not paid in respect of a Master Issuer Note of any Class on the date when due and payable (other than because the due date is not a Business Day) or by reason of non-compliance with **Condition 7.1**, then such unpaid interest shall itself bear interest at the Rate of Interest applicable from time to time to such note until such interest and interest thereon are available for payment and notice thereof has been duly given in accordance with **Condition 12.10**.

8. Prescription

Claims against the Master Issuer for payment of interest and principal on redemption shall be prescribed and become void if the relevant Master Issuer Notes are not surrendered for payment within a period of 10 years from the relevant date in respect thereof. After the date on which a payment under a Master Issuer Note becomes void in its entirety, no claim may be made in respect thereof. In this **Condition 8**, the **relevant date**, in respect of a payment under a Master Issuer Note, is the date on which the payment in respect thereof first becomes due or (if the full amount of the monies payable in respect of those payments under all the Master Issuer Notes due on or before that date has not been duly received by the Principal Paying Agent or the Note Trustee on or prior to such date) the date on which, the full amount of such monies having been so received, notice to that effect is duly given to Noteholders in accordance with **Condition 12.10**.

9. Taxation

All payments in respect of the Master Issuer Notes will be made without withholding or deduction for, or on account of, any present or future taxes, duties or charges of whatsoever nature unless the Master Issuer or any relevant Paying Agent is required by applicable law to make any payment in respect of the Master Issuer Notes subject to any such withholding or deduction. In that event, the Master Issuer or such Paying Agent shall make such payment after such withholding or deduction has been made and shall account to the relevant authorities for the amount so required to be withheld or deducted. No Paying Agent nor the Master Issuer will be obliged to make any additional payments to Noteholders in respect of such withholding or deduction.

10. Events of Default

10.1 ***Class A Noteholders***

The Note Trustee in its absolute discretion may, and if so requested in writing by the Holders of not less than 25 per cent. in aggregate Principal Amount Outstanding of the Class A Notes then outstanding (which for this purpose and the purpose of any Extraordinary Resolution referred to in this **Condition 10.1** means the Class A Notes of all Series constituted by the Trust Deed) or if so directed by or pursuant to an Extraordinary Resolution passed at a meeting of the Holders of the Class A Notes shall (subject, in each case, to being indemnified and/or secured and/or prefunded to its satisfaction) give notice (a **Class A Note Enforcement Notice**) to the Master Issuer, the Master Issuer Security Trustee and the Security Trustee of a Note Event of Default (as defined below) declaring (in writing) the Class A Notes and all other Master Issuer Notes to be due and repayable (and they shall forthwith become due and repayable) at any time after the happening of any of the following events (each a **Note Event of Default**) which is continuing or unwaived:

(a) default being made for a period of three Business Days in the payment of any amount of principal of the Class A Notes of any Series when and as the same ought to be paid in accordance with these Conditions or default being made for a period of three Business Days in the payment of any amount of interest on the Class A Notes of any Series when and as the same ought to be paid in accordance with these Conditions; or

(b) the Master Issuer failing duly to perform or observe any other obligation binding upon it under the Class A Notes of any Series, the Trust Deed, the Master Issuer Deed of Charge or any other Master Issuer Transaction Document and, in any such case (except where the Note Trustee certifies that, in its opinion, such failure is incapable of remedy, in which case no notice will be required), such failure is continuing unremedied for a period of 20 days following the service by the Note Trustee on the Master Issuer of notice requiring the same to be remedied and the Note Trustee has certified that the failure to perform or observe is materially prejudicial to the interests of the Holders of the Class A Notes of such Series; or

(c) the Master Issuer, otherwise than for the purposes of such amalgamation or reconstruction as is referred to in subparagraph (d) below, ceases or threatens to cease to carry on its business or a substantial part of its business or the Master Issuer is deemed unable to pay its debts within the meaning of Section 123(1)(a), (b), (c) or (d) of the Insolvency Act 1986 (as that section may be amended, modified or re-enacted) or becomes unable to pay its debts as they fall due or the value of its assets falls to less than the amount of its liabilities (taking into account for both these purposes its contingent and prospective liabilities) or otherwise becomes insolvent; or

(d) an order being made or an effective resolution being passed for the winding-up of the Master Issuer except a winding-up for the purposes of or pursuant to an amalgamation, restructuring or merger the terms of which have previously been approved by the Note Trustee in writing or by an Extraordinary Resolution of the Holders of the Class A Notes; or

(e) proceedings being otherwise initiated against the Master Issuer under any applicable liquidation, insolvency, composition, reorganisation or other similar laws (including, but not limited to, presentation for a petition for an administration order, the filing of documents with the court for an administration or the service of a notice of intention to appoint an administrator) and (except in the case of presentation of a petition for an administration order) such proceedings are not, in the sole opinion of the Note Trustee, being disputed in good faith with a reasonable prospect of success, or an administration order being granted or the appointment of an administrator takes effect or an administrative receiver or other receiver, liquidator or other similar official being appointed in relation to the Master Issuer or in relation to the whole or any substantial part of the undertaking or assets of the Master Issuer, or an encumbrancer taking possession of the whole or any substantial part of the undertaking or assets of the Master Issuer, or a distress, execution, diligence or other process being levied or enforced upon or sued out against the whole or any substantial part of the undertaking or assets of the Master Issuer and such possession or process (as the case may be) not being discharged or not otherwise ceasing to apply within 30 days, or the Master Issuer initiating or consenting to the foregoing proceedings relating to itself under applicable liquidation, insolvency, composition, reorganisation or other similar laws or making a conveyance or assignment for the benefit of its creditors generally or a composition or similar arrangement with the creditors or takes steps with a view to obtaining a moratorium in respect of any of its indebtedness, including without limitation, the filing of documents with the court; or

(f) if a Master Intercompany Loan Enforcement Notice is served under the Master Intercompany Loan Agreement, while the Class A Notes of any Series are outstanding.

10.2 ***Class B Noteholders***

This **Condition 10.2** shall have no effect if, and for as long as, any Class A Notes of any Series are outstanding. Subject thereto, for so long as any Class B Notes of any Series are outstanding, the Note Trustee in its absolute discretion may, and if so requested in writing by the Holders of not less than 25 per cent. in aggregate Principal Amount Outstanding of the Class B Notes then outstanding (which for this purpose and the purpose of any Extraordinary Resolution referred to in this **Condition 10.2** means the Class B Notes of all Series constituted by the Trust Deed) or if so directed by or pursuant to an Extraordinary Resolution passed at a meeting of the Holders of the Class B Notes shall (subject, in each case, to being indemnified and/or secured and/or prefunded to its satisfaction) give notice (a **Class B Note Enforcement Notice**) to the Master Issuer, the Master Issuer Security Trustee and the Security Trustee of a Note Event of Default (as defined below) declaring (in writing) the Class B Notes and all other Master Issuer Notes to be due and repayable (and they shall forthwith become due and repayable) at any time after the happening of any of the following events:

(a) default being made for a period of three Business Days in the payment of any amount of principal of the Class B Notes of any Series when and as the same ought to be paid in accordance with these Conditions or default being made for a period of three Business Days in the payment of any amount of interest on the Class B Notes of any Series when and as the same ought to be paid in accordance with these Conditions; or

(b) the occurrence of any of the events in **Condition 10.1(b), (c), (d). (e)** or **(f) above** provided that the references in **Condition 10.1(b), Condition 10.1(d)** and **Condition 10.1(f)** to Class A Notes shall be read as references to Class B Notes.

10.3 ***Class M Noteholders***

This **Condition 10.3** shall have no effect if, and for as long as, any Class A Notes or any Class B Notes of any Series are outstanding. Subject thereto, for so long as any Class M Notes are outstanding, the Note Trustee in its absolute discretion may, and if so requested in writing by the Holders of not less than 25 per cent. in aggregate Principal Amount Outstanding of the Class M Notes then outstanding (which for this purpose and the purpose of any Extraordinary Resolution referred to in this **Condition 10.3** means the Class M Notes of all Series constituted by the Trust Deed) or if so directed by or pursuant to an Extraordinary Resolution passed at a meeting of the Holders of the Class M Notes shall (subject, in each case, to being indemnified and/or secured and/or prefunded to its satisfaction) give notice (a **Class M Note Enforcement Notice**) to the Master Issuer, the Master Issuer Security Trustee and the Security Trustee of a Note Event of Default (as defined below) declaring (in writing) the Class M Notes and all other Master Issuer Notes to be due and repayable (and they shall forthwith become due and repayable) at any time after the happening of any of the following events:

(a) default being made for a period of three Business Days in the payment of any amount of principal of the Class M Notes of any Series when and as the same ought to be paid in accordance with these Conditions or default being made for a period of three Business Days in the payment of any amount of interest on the Class M Notes of any Series when and as the same ought to be paid in accordance with these Conditions; or

(b) the occurrence of any of the events in **Condition 10.1(b), (c), (d). (e)** or **(f) above** provided that the references in **Condition 10.1(b), Condition 10.1(d)** and **Condition 10.1(f)** to Class A Notes shall be read as references to Class M Notes.

10.4 ***Class C Noteholders***

This **Condition 10.4** shall have no effect if, and for as long as, any Class A Notes, any Class B Notes or any Class M Notes of any Series are outstanding. Subject thereto, for so long as any Class C Notes are outstanding, the Note Trustee in its absolute discretion may, and if so requested in writing by the Holders of not less than 25 per cent. in aggregate Principal Amount Outstanding of the Class C Notes then outstanding (which for this purpose and the purpose of any Extraordinary Resolution referred to in this **Condition 10.4** means the Class C Notes of all Series constituted by the Trust Deed) or if so directed by or pursuant to an Extraordinary Resolution passed at a meeting of the Holders of the Class C Notes shall (subject, in each case, to being indemnified and/or secured and/or prefunded to its satisfaction) give notice (a **Class C Note Enforcement Notice**) to the Master Issuer, the Master Issuer Security Trustee and the Security Trustee of a Note Event of Default (as defined below) declaring (in writing) the Class C Notes and all other Master Issuer Notes to be due and repayable (and they shall forthwith become due and repayable) at any time after the happening of any of the following events:

(a) default being made for a period of three Business Days in the payment of any amount of principal of the Class C Notes of any Series when and as the same ought to be paid in accordance with these Conditions or default being made for a period of three Business Days in the payment of any amount of interest on the Class C Notes of any Series when and as the same ought to be paid in accordance with these Conditions; or

(b) the occurrence of any of the events in **Condition 10.1(b), (c), (d). (e)** or **(f) above** provided that the references in **Condition 10.1(b), Condition 10.1(d)** and **Condition 10.1(f)** to Class A Notes shall be read as references to Class C Notes.

10.5 ***Class Z Noteholders***

This **Condition 10.5** shall have no effect if, and for as long as, any Class A Notes, any Class B Notes, any Class M Notes or any Class C Notes of any Series are outstanding. Subject thereto, for so long as any Class Z Notes are outstanding, the Note Trustee in its absolute discretion may, and if so requested in writing by the Holders of not less than 25 per cent. in aggregate Principal Amount Outstanding of the Class Z Notes then outstanding (which for this purpose and the purpose of any Extraordinary Resolution referred to in this **Condition 10.5** means the Class Z Notes of all Series constituted by the Trust Deed) or if so directed by or pursuant to an Extraordinary Resolution passed at a meeting of the Holders of the Class Z Notes shall (subject, in each case, to being indemnified and/or secured and/or prefunded to its satisfaction) give notice (a **Class Z Note Enforcement Notice**) to the Master Issuer, the Master Issuer Security Trustee and the Security Trustee of a Note Event of Default (as defined below) declaring (in writing) the Class Z Notes and all other Master Issuer Notes to be due and repayable (and they shall forthwith become due and repayable) at any time after the happening of any of the following events:

(a) default being made for a period of three Business Days in the payment of any amount of principal of the Class Z Notes of any Series when and as the same ought to be paid in accordance with these Conditions or default being made for a period of three Business Days in the payment of any amount of interest on the Class Z Notes of any Series when and as the same ought to be paid in accordance with these Conditions; or

(b) the occurrence of any of the events in **Condition 10.1(b), (c), (d). (e)** or **(f) above** provided that the references in **Condition 10.1(b), Condition 10.1(d)** and **Condition 10.1(f)** to Class A Notes shall be read as references to Class Z Notes.

10.6 ***Following Service of a Note Enforcement Notice***

In these Conditions, a **Note Enforcement Notice** means any of the Class A Note Enforcement Notice, the Class B Note Enforcement Notice, the Class M Note Enforcement Notice, the Class C Note Enforcement Notice and the Class Z Note Enforcement Notice. For the avoidance of doubt, upon any Note Enforcement Notice being given by the Note Trustee in accordance with **Conditions 10.1, 10.2, 10.3, 10.4** or **10.5 above**, all the Master Issuer Notes then outstanding shall immediately become due and repayable at their Principal Amount Outstanding together with accrued interest (or, in the case of Zero Coupon Master Issuer Note, at its Redemption Amount calculated in accordance with **Condition 6.6**.

11. Enforcement of Master Issuer Notes

11.1 ***Enforcement***

The Note Trustee may, at its discretion and without notice at any time and from time to time, take such steps or actions and institute such proceedings against the Master Issuer or any other person as it may think fit to enforce the provisions of the Master Issuer Notes, the Trust Deed (including these Conditions) or any of the other Master Issuer Transaction Documents to which it is a party and the Note Trustee may, at its discretion without notice, at any time after the Master Issuer Security has become enforceable (including after the service of a Note Enforcement Notice in accordance with **Condition 10**), instruct the Master Issuer Security Trustee to take such steps as it may think fit to enforce the Master Issuer Security. The Note Trustee shall not be bound to take such steps or institute such proceedings or give such instructions unless:

(a) (subject in all cases to restrictions contained in the Trust Deed to protect the interests of any higher ranking Class of Noteholders) it shall have been so directed by an Extraordinary Resolution of the Class A Noteholders, the Class B Noteholders, the Class M Noteholders, the Class C Noteholders and the Class Z Noteholders (which for this purpose means the Holders of all Series of the Class A Notes, the Class B Notes, the Class M Notes, the Class C Notes or the Class Z Notes (as applicable)) or so requested in writing by the Holders of at least 25 per cent. in aggregate Principal Amount Outstanding of the Class A Notes, the Class B Notes, the Class M Notes, the Class C Notes and the Class Z Notes (as applicable) of all Series then outstanding; and

(b) it shall have been indemnified and/or secured and/or pre-funded to its satisfaction.

The Master Issuer Security Trustee shall not, and shall not be bound to, take such steps or take any such action unless it is so directed by the Note Trustee and indemnified and/or secured and/or pre-funded to its satisfaction.

Amounts available for distribution after enforcement of the Master Issuer Security shall be distributed in accordance with the terms of the Master Issuer Deed of Charge.

No Noteholder shall be entitled to proceed directly against the Master Issuer unless the Note Trustee or the Master Issuer Security Trustee (as the applicable), having become bound so to do, fails to do so within a reasonable period and such failure shall be continuing, provided that no Class B Noteholder, Class M Noteholder, Class C Noteholder or Class Z Noteholder will be entitled to commence proceedings for the winding-up or administration of the Master Issuer at any time unless:

- there are no outstanding Master Issuer Notes of a Class with higher priority; or
- if Master Issuer Notes of a Class with higher priority are outstanding, there is consent of Noteholders of at least one quarter of the aggregate Principal Amount Outstanding of the Master Issuer Notes outstanding of the Class or Classes of Master Issuer Notes with higher priority or pursuant to an Extraordinary Resolution of the Holders of such Class of Master Issuer Notes.

Notwithstanding any other condition or any provision of any Transaction Document, all obligations of the Master Issuer to the Noteholders are limited in recourse to the Master Issuer Security. If:

- there is no Master Issuer Security remaining which is capable of being realised or otherwise converted into cash;
- all amounts available from the Master Issuer Security have been applied to meet or provide for the relevant obligations specified in, and in accordance with, the provisions of the Master Issuer Deed of Charge; and
- there are insufficient amounts available from the Master Issuer Security to pay in full, in accordance with the provisions of the Master Issuer Deed of Charge, amounts outstanding under the Master Issuer Notes (including payments of principal, premium (if any) and interest),

then the Noteholders shall have no further claim against the Master Issuer in respect of any amounts owing to them which remain unpaid (including, for the avoidance of doubt, payments of principal, premium (if any) and/or interest in respect of the Master Issuer Notes) and such unpaid amounts shall be deemed to be discharged in full and any relevant payment rights shall be deemed to cease.

12. Meetings of Noteholders, Modifications and Waiver

12.1 Meetings of Noteholders

The Trust Deed contains provisions for convening meetings of Noteholders of any Series and Class (or Sub-Class) to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of any provision of these Conditions or the provisions of any of the Master Issuer Transaction Documents.

(a) *Class A Notes*

In respect of the Class A Notes, the Trust Deed provides that, subject to **Condition 12.2**:

(i) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class A Notes of one Sub-Class or Series (as the case may be) only shall be deemed to have been duly passed if passed at a meeting of the Holders of the Class A Notes of that Sub-Class or Series (as the case may be);

(ii) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class A Notes of any two or more Sub-Classes or Series (as the case may be) but does not give rise to a conflict of interest between the Holders of any such two or more Sub-Classes or Series (as the case may be) of Class A Notes, shall be deemed to have been duly

passed if passed at a single meeting of the Holders of such two or more Sub-Classes or Series (as the case may be) of Class A Notes; and

(iii) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class A Notes of any two or more Sub-Classes or Series (as the case may be) and gives or may give rise to a conflict of interest between the Holders of any such Sub-Classes or Series (as the case may be) of Class A Notes, shall be deemed to have been duly passed only if, in lieu of being passed at a single meeting of the Holders of such two or more Sub-Classes or Series (as the case may be) of Class A Notes, it shall be duly passed at a separate meeting of the Holders of each such Sub-Class or Series (as the case may be) of Class A Notes.

In the case of a single meeting of the Holders of the Class A Notes of any two or more Sub-Classes or Series (as the case may be) which are not all denominated in the same currency, the Principal Amount Outstanding of any Class A Note denominated in a currency other than sterling shall be converted into sterling at the relevant swap rate.

The Trust Deed contains provisions similar to those in the preceding two paragraphs in relation to requests in writing from Class A Noteholders upon which the Note Trustee or, as the case may be, the Master Issuer Security Trustee is bound to act.

(b) *Class B Notes*

In respect of the Class B Notes, the Trust Deed provides that, subject to **Condition 12.2**:

(i) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class B Notes of one Sub-Class or Series (as the case may be) only shall be deemed to have been duly passed if passed at a meeting of the Holders of the Class B Notes of that Sub-Class or Series (as the case may be);

(ii) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class B Notes of any two or more Sub-Classes or Series (as the case may be) but does not give rise to a conflict of interest between the Holders of any such two or more Sub-Classes or Series (as the case may be) of Class B Notes, shall be deemed to have been duly passed if passed at a single meeting of the Holders of such two or more Sub-Classes or Series (as the case may be) of Class B Notes; and

(iii) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class B Notes of any two or more Sub-Classes or Series (as the case may be) and gives or may give rise to a conflict of interest between the Holders of any such Sub-Classes or Series (as the case may be) of Class B Notes, shall be deemed to have been duly passed only if, in lieu of being passed at a single meeting of the Holders of such two or more Sub-Classes or Series (as the case may be) of Class B Notes, it shall be duly passed at a separate meeting of the Holders of each such Sub-Class or Series (as the case may be) of Class B Notes.

In the case of a single meeting of the Holders of the Class B Notes of any two or more Sub-Classes or Series (as the case may be) which are not all denominated in the same currency, the Principal Amount Outstanding of any Class B Note denominated in a currency other than sterling shall be converted into sterling at the relevant swap rate.

The Trust Deed contains provisions similar to those in the preceding two paragraphs in relation to requests in writing from Class B Noteholders upon which the Note Trustee or, as the case may be, the Master Issuer Security Trustee is bound to act.

(c) *Class M Notes*

In respect of the Class M Notes, the Trust Deed provides that, subject to **Condition 12.2**:

(i) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class M Notes of one Sub-Class or Series (as the case may be) only shall be deemed to

have been duly passed if passed at a meeting of the Holders of the Class M Notes of that Sub-Class or Series (as the case may be);

(ii) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class M Notes of any two or more Sub-Classes or Series (as the case may be) but does not give rise to a conflict of interest between the Holders of any such two or more Sub-Classes or Series (as the case may be) of Class M Notes, shall be deemed to have been duly passed if passed at a single meeting of the Holders of such two or more Sub-Classes or Series (as the case may be) of Class M Notes; and

(iii) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class M Notes of any two or more Sub-Classes or Series (as the case may be) and gives or may give rise to a conflict of interest between the Holders of any such Sub-Classes or Series (as the case may be) of Class M Notes, shall be deemed to have been duly passed only if, in lieu of being passed at a single meeting of the Holders of such two or more Sub-Classes or Series (as the case may be) of Class M Notes, it shall be duly passed at a separate meeting of the Holders of each such Sub-Class or Series (as the case may be) of Class M Notes.

In the case of a single meeting of the Holders of the Class M Notes of any two or more Sub-Classes or Series (as the case may be) which are not all denominated in the same currency, the Principal Amount Outstanding of any Class M Note denominated in a currency other than sterling shall be converted into sterling at the relevant swap rate.

The Trust Deed contains provisions similar to those in the preceding two paragraphs in relation to requests in writing from Class M Noteholders upon which the Note Trustee or, as the case may be, the Master Issuer Security Trustee is bound to act.

(d) *Class C Notes*

In respect of the Class C Notes, the Trust Deed provides that, subject to **Condition 12.2**:

(i) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class C Notes of one Sub-Class or Series (as the case may be) only shall be deemed to have been duly passed if passed at a meeting of the Holders of the Class C Notes of that Sub-Class or Series (as the case may be);

(ii) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class C Notes of any two or more Sub-Classes or Series (as the case may be), but does not give rise to a conflict of interest between the Holders of any such two or more Sub-Classes or Series (as the case may be) of Class C Notes, shall be deemed to have been duly passed if passed at a single meeting of the Holders of such two or more Sub-Classes or Series (as the case may be) of Class C Notes; and

(iii) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class C Notes of any two or more Sub-Classes or Series (as the case may be) and gives or may give rise to a conflict of interest between the Holders of any such Sub-Classes or Series (as the case may be) of Class C Notes, shall be deemed to have been duly passed only if, in lieu of being passed at a single meeting of the Holders of such two or more Sub-Classes or Series (as the case may be) of Class C Notes, it shall be duly passed at a separate meeting of the Holders of each such Sub-Class or Series (as the case may be) of Class C Notes.

In the case of a single meeting of the Holders of the Class C Notes of any two or more Sub-Classes or Series (as the case may be) which are not all denominated in the same currency, the Principal Amount Outstanding of any Class C Note denominated in a currency other than sterling shall be converted into sterling at the relevant swap rate.

The Trust Deed contains provisions similar to those in the preceding two paragraphs in relation to requests in writing from Class C Noteholders upon which the Note Trustee or, as the case may be, the Master Issuer Security Trustee is bound to act.

(e) *Class Z Notes*

In respect of the Class Z Notes, the Trust Deed provides that, subject to **Condition 12.2**:

(i) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class Z Notes of one Sub-Class or Series (as the case may be) only shall be deemed to have been duly passed if passed at a meeting of the Holders of the Class Z Notes of that Sub-Class or Series (as the case may be);

(ii) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class Z Notes of any two or more Sub-Classes or Series (as the case may be) but does not give rise to a conflict of interest between the Holders of any such two or more Sub-Classes or Series (as the case may be) of Class Z Notes, shall be deemed to have been duly passed if passed at a single meeting of the Holders of such two or more Sub-Classes or Series (as the case may be) of Class Z Notes; and

(iii) a resolution which, in the opinion of the Note Trustee, affects the interests of the Holders of the Class Z Notes of any two or more Sub-Classes or Series (as the case may be) and gives or may give rise to a conflict of interest between the Holders of any such Sub-Classes or Series (as the case may be) of Class Z Notes, shall be deemed to have been duly passed only if, in lieu of being passed at a single meeting of the Holders of such two or more Sub-Classes or Series (as the case may be) of Class Z Notes, it shall be duly passed at a separate meeting of the Holders of each such Sub-Class or Series (as the case may be) of Class Z Notes.

In the case of a single meeting of the Holders of the Class Z Notes of any two or more Sub-Classes or Series (as the case may be) which are not all denominated in the same currency, the Principal Amount Outstanding of any Class Z Note denominated in a currency other than sterling shall be converted into sterling at the relevant swap rate.

The Trust Deed contains provisions similar to those in the preceding two paragraphs in relation to requests in writing from Class Z Noteholders upon which the Note Trustee or, as the case may be, the Master Issuer Security Trustee is bound to act.

The quorum for any meeting of the Holders of any Series and Class (or Sub-Class) of Master Issuer Notes or of any Class of Master Issuer Notes of more than one Series convened to consider a resolution (except for the purpose of passing an Extraordinary Resolution or a Programme Resolution) will be one or more persons holding or representing not less than 50 per cent. of the aggregate Principal Amount Outstanding then outstanding of such Series and Class (or Sub-Class) of Master Issuer Notes or such Class of Master Issuer Notes of more than one Series or, at any adjourned meeting, one or more persons being or representing Noteholders of such Series and Class (or Sub-Class) of Master Issuer Notes or such Class of Master Issuer Notes of more than one Series, whatever the aggregate Principal Amount Outstanding then outstanding of the relevant Master Issuer Notes so held or represented. A **resolution** means a resolution (excluding an Extraordinary Resolution or a Programme Resolution) passed at a meeting of Noteholders duly convened and held in accordance with the provisions of the Trust Deed by a simple majority of the persons voting thereat upon a show of hands or if a poll is duly demanded by a simple majority of the votes cast on such poll.

Subject to the following paragraph, the quorum at any meeting of the Holders of any Series or Class (or Sub-Class) of Master Issuer Notes or of any Class of Master Issuer Notes of more than one Series of Master Issuer Notes convened to consider the passing of an Extraordinary Resolution (including, for the avoidance of doubt, a Programme Resolution (as defined in **Condition 12.2**)) shall (subject as provided below) be one or more persons holding or representing not less than 50 per cent. of the aggregate principal amount outstanding of the Master Issuer Notes of the relevant Series and Class (or Sub-Class) or of the Class of Master Issuer Notes of more than one Series of Master Issuer Notes or, at any adjourned and reconvened meeting, not less than one or more persons being or representing Noteholders whatever the principal amount outstanding of the Master Issuer Notes of the relevant Series and Class (or Sub-Class) or of the Class of Master Issuer Notes of more than one Series of Master Issuer Notes.

The quorum at any meeting of the Holders of any Series and Class (or Sub-Class) of Master Issuer Notes or of any Class of Master Issuer Notes of more than one Series of Master Issuer Notes convened to consider an Extraordinary Resolution which includes the sanctioning of a modification which would have the effect of altering the amount or timing of payments of principal on the Master Issuer Notes of such Series and Class (or Sub-Class) or of such Class or the rate, the day or the timing of payments of interest thereon or of the currency of payment of the Master Issuer Notes

of such Series and Class (or Sub-Class) or of such Class or altering the priority of payments or altering the quorum or majority required in relation to any resolution (each, a **Basic Terms Modification**, as more fully defined in the Trust Deed), shall be one or more persons holding or representing not less than 75 per cent. of the aggregate Principal Amount Outstanding then outstanding of the Master Issuer Notes of the relevant Series and Class (or Sub-Class) or of the Class of Master Issuer Notes of more than one Series of Master Issuer Notes or, at any adjourned and reconvened meeting, 25 per cent. of the aggregate Principal Amount Outstanding then outstanding of the Master Issuer Notes of the relevant Series and Class (or Sub-Class).

An Extraordinary Resolution passed at any meeting of Noteholders shall be binding on all of the Noteholders of the relevant Series and Class (or Sub-Class) or of the Class of Master Issuer Notes of more than one Series of Master Issuer Notes whether or not they are present or represented at the meeting.

A resolution signed by or on behalf of all the Noteholders of the relevant Series and Class (or Sub-Class) or of the relevant Class of more than one Series of Master Issuer Notes who for the time being are entitled to receive notice of a meeting under the Trust Deed shall for all purposes be as valid and effective as an Extraordinary Resolution passed at a meeting of Holders of such Series and Class (or Sub-Class) or of the relevant Class of more than one Series of Master Issuer Notes.

Every such meeting shall be held at such time and place as the Note Trustee may appoint or approve, provided that the place shall be a location in the United Kingdom (or, if applicable, the European Union). At least 21 days' (and no more than 365 days') notice specifying the place, day and hour of meeting shall be given to the relevant Noteholders prior to any meeting of such Noteholders.

12.2 ***Programme Resolution***

Notwithstanding the provisions of **Condition 12.1**, any Extraordinary Resolution of the Noteholders of any Class to direct the Note Trustee to give a Note Enforcement Notice pursuant to **Condition 10** or take any enforcement action or instruct the Master Issuer Security Trustee to enforce the Master Issuer Security pursuant to **Condition 11** (a **Programme Resolution**) shall only be capable of being passed at a single meeting of the Noteholders of all Series of such Class of Master Issuer Notes. The quorum at any such meeting for passing a Programme Resolution shall be one or more persons holding or representing not less than 50 per cent. of the aggregate Principal Amount Outstanding then outstanding of the Master Issuer Notes of such Class or, at any adjourned and reconvened meeting, one or more persons being or representing Master Issuer Noteholders of such Class of Master Issuer Notes, whatever the aggregate Principal Amount Outstanding of such Class of Master Issuer Notes so held or represented by them.

A Programme Resolution passed at any meeting of all Series of any Class of Master Issuer Notes shall be binding on all Noteholders of all Series of that Class of Master Issuer Notes, whether or not they are present or represented at the meeting.

12.3 ***Limitations on Noteholders***

Subject as provided in Condition 12.4:

(a) an Extraordinary Resolution of the Class A Noteholders of any Series shall be binding on all Class B Noteholders, all Class M Noteholders, all Class C Noteholders and all Class Z Noteholders in each case, of that Series or of any other Series;

(b) no Extraordinary Resolution of the Class B Noteholders of any Series shall take effect for any purpose while any Class A Notes of that Series or of any other Series remain outstanding unless it shall have been sanctioned by an Extraordinary Resolution of the Class A Noteholders of each Series or the Note Trustee is of the opinion that it would not be materially prejudicial to the interests of the Class A Noteholders of any Series as applicable and subject hereto and to **Condition 12.4**, an Extraordinary Resolution of the Class B Noteholders of any Series will be binding on the Class M Noteholders, the Class C Noteholders and the Class Z Noteholders in each case, of that or any other Series irrespective of the effect upon them;

(c) no Extraordinary Resolution of the Class M Noteholders of any Series shall take effect for any purpose while any Class A Notes or Class B Notes in each case, of that Series or of any other Series remain outstanding unless it shall have been sanctioned by an Extraordinary Resolution of the Class A Noteholders and an Extraordinary Resolution of the Class B Noteholders, in each case of each Series or the Note Trustee is of the

opinion that it would not be materially prejudicial to the respective interests of the Class A Noteholders and/or the Class B Noteholders of any Series (as applicable) and subject hereto and to **Condition 12.4**, an Extraordinary Resolution of the Class M Noteholders of any Series will be binding on the Class C Noteholders and the Class Z Noteholders in each case, of that or of any other Series irrespective of the effect upon them;

(d) no Extraordinary Resolution of the Class C Noteholders of any Series shall take effect for any purpose while any Class A Notes, Class B Notes or Class M Notes in each case, of that Series or of any other Series remain outstanding unless it shall have been sanctioned by an Extraordinary Resolution of the Class A Noteholders, an Extraordinary Resolution of the Class B Noteholders and an Extraordinary Resolution of the Class M Noteholders, in each case of each Series or the Note Trustee is of the opinion that it would not be materially prejudicial to the respective interests of the Class A Noteholders, the Class B Noteholders and/or the Class M Noteholders of any Series (as applicable) and subject hereto and to **Condition 12.4**, an Extraordinary Resolution of the Class C Noteholders of any Series will be binding on the Class Z Noteholders of that or any other Series irrespective of the effect upon them; and

(e) no Extraordinary Resolution of Class Z Noteholders of any Series shall take effect for any purpose while any Class A Notes, Class B Notes, Class M Notes or Class C Notes in each case, of that Series or of any other Series remain outstanding unless it shall have been sanctioned by an Extraordinary Resolution of the Class A Noteholders, an Extraordinary Resolution of the Class B Noteholders, an Extraordinary Resolution of the Class M Noteholders and an Extraordinary Resolution of the Class C Noteholders, in each case of each Series or the Note Trustee is of the opinion that it would not be materially prejudicial to the respective interests of the Class A Noteholders, the Class B Noteholders, the Class M Noteholders and/or the Class C Noteholders of any Series (as applicable).

12.4 ***Approval of Modifications and Waivers by Noteholders***

(a) No Extraordinary Resolution of the Noteholders of any one or more Series of Class A Notes to sanction a modification of, or any waiver or authorisation of any breach or proposed breach of, any of the provisions of the Master Issuer Transaction Documents or the Conditions of the Master Issuer Notes shall take effect unless it has been sanctioned by an Extraordinary Resolution of the Class B Noteholders, an Extraordinary Resolution of the Class M Noteholders, an Extraordinary Resolution of the Class C Noteholders and an Extraordinary Resolution of the Class Z Noteholders, in each case of each Series, or the Note Trustee is of the opinion that it would not be materially prejudicial to the respective interests of the Class B Noteholders, the Class M Noteholders, the Class C Noteholders and the Class Z Noteholders of any Series.

(b) No Extraordinary Resolution of the Noteholders of any one or more Series of Class B Notes to sanction a modification of, or any waiver or authorisation of any breach or proposed breach of, any of the provisions of the Master Issuer Transaction Documents or the Conditions of the Master Issuer Notes shall take effect unless it has been sanctioned by an Extraordinary Resolution of the Class M Noteholders, an Extraordinary Resolution of the Class C Noteholders and an Extraordinary Resolution of the Class Z Noteholders, in each case of each Series, or the Note Trustee is of the opinion that it would not be materially prejudicial to the respective interests of the Class M Noteholders, the Class C Noteholders and the Class Z Noteholders of any Series.

(c) No Extraordinary Resolution of the Noteholders of any one or more Series of Class M Notes to sanction a modification of, or any waiver or authorisation of any breach or proposed breach of, any of the provisions of the Master Issuer Transaction Documents or the Conditions of the Master Issuer Notes shall take effect unless it has been sanctioned by an Extraordinary Resolution of the Class C Noteholders and an Extraordinary Resolution of the Class Z Noteholders, in each case of each Series, or the Note Trustee is of the opinion that it would not be materially prejudicial to the respective interests of the Class C Noteholders and the Class Z Noteholders of any Series.

(d) No Extraordinary Resolution of the Noteholders of any one or more Series of Class C Notes to sanction a modification of, or any waiver or authorisation of any breach or proposed breach of, any of the provisions of the Master Issuer Transaction Documents or the Conditions of the Master Issuer Notes shall take effect unless it has been sanctioned by an Extraordinary Resolution of the Class Z Noteholders of each Series, or the Note Trustee is of the opinion that it would not be materially prejudicial to the respective interests of the Class Z Noteholders of any Series.

12.5 ***Modifications and Determinations by Note Trustee***

(a) Subject as provided in the Trust Deed, the Note Trustee may, without the consent of the Noteholders:

(i) agree to any modification (other than a Basic Terms Modification) of, or to the waiver or authorisation of any breach or proposed breach of, these Conditions of any Series and Class (or Sub-Class) of Master Issuer Notes or any of the Master Issuer Transaction Documents, which is not, in the opinion of the Note Trustee, materially prejudicial to the interests of the Noteholders of any Class of any Series of Master Issuer Notes or materially prejudicial to the interests of any of the Master Issuer Swap Providers; or

(ii) determine that any Note Event of Default shall not be treated as such provided that it is not in the opinion of the Note Trustee materially prejudicial to the interest of the Holders of the most senior Class of any Series of Master Issuer Notes then outstanding; or

(iii) agree to any modification (including a Basic Terms Modification) of these Conditions or any of the Master Issuer Transaction Documents which, in the opinion of the Note Trustee, is of a formal, minor or technical nature or is to correct a manifest error or an error established as such to the satisfaction of the Note Trustee or is to comply with the mandatory provisions of law; or

(iv) agree to any modification of any of these Conditions or any Master Issuer Transaction Documents as expressly provided for in the Master Issuer Transaction Documents.

(b) Subject as provided in the Trust Deed, the Note Trustee shall be obliged, without the consent or sanction of the Noteholders, to concur with the Master Issuer, and to direct the Master Issuer Security Trustee and the Security Trustee to concur with the Master Issuer, in making any modification (other than a Basic Terms Modification, provided that a Base Rate Modification (as defined below) shall not constitute a Basic Terms Modification) of these Conditions or any of the Transaction Documents that the Master Issuer (acting on the advice of the Master Issuer Cash Manager) considers necessary for the purpose of changing the screen rate or base rate (the **Applicable Base Rate**) that then applies in respect of the Floating Rate Master Issuer Notes, the Master Issuer Swap Agreements, the Master Issuer Term Advances, in each case, in relation only to Master Issuer Notes issued on or after 5 March 2018, and/or the Funding Swaps (such replacement rate, an **Alternative Base Rate**) and making such other related or consequential amendments as are necessary or advisable in the reasonable judgment of the Master Issuer and/or Funding (in each case, acting on the advice of the Master Issuer Cash Manager) to facilitate such change (a **Base Rate Modification**), provided that, in relation to any such Base Rate Modification:

(i) the Master Issuer (or the Master Issuer Cash Manager, acting on behalf of the Master Issuer) certifies to the Note Trustee in writing (such certificate, a **Base Rate Modification Certificate**) that such Base Rate Modification is being undertaken due to:

(A) a material disruption to LIBOR, EURIBOR or any other relevant interest rate benchmark, an adverse change in the methodology of calculating such interest rate benchmark or such interest rate benchmark ceasing to exist or be published;

(B) the insolvency or cessation of business of the administrator of LIBOR, EURIBOR or any other relevant interest rate benchmark (in circumstances where no successor administrator has been appointed);

(C) a public statement by the administrator of LIBOR, EURIBOR or any other relevant interest rate benchmark that it has or will cease publishing the relevant interest rate benchmark permanently or indefinitely (in circumstances where no successor administrator has been appointed) or has or will change such interest rate benchmark in an adverse manner;

(D) a public statement by the supervisor of the administrator of LIBOR, EURIBOR or any other relevant interest rate benchmark that the relevant interest rate benchmark has been or will be permanently or indefinitely discontinued or will be changed in an adverse manner;

(E) a public statement by the supervisor of the administrator of LIBOR, EURIBOR or any other relevant interest rate benchmark that means the relevant interest rate benchmark may no longer be used or that its use is or will be subject to restrictions or adverse consequences;

(F) a public announcement of the permanent or indefinite discontinuation of the relevant screen rate or base rate that applies to the Floating Rate Master Issuer Notes at such time;

(G) it becoming unlawful for any Paying Agent, the Agent Bank, any calculation agent, the Master Issuer or the Master Issuer Cash Manager to calculate any payments due to be made to any Noteholder or any party to the Transaction Documents using the Applicable Base Rate; or

(H) the reasonable expectation of the Master Issuer (or the Master Issuer Cash Manager, acting on behalf of the Master Issuer) that any of the events specified in paragraphs (A) to (G) above will occur or exist within six months of the proposed effective date of such Base Rate Modification;

(ii) such Alternative Base Rate is a base rate published, endorsed, approved or recognised by the Federal Reserve, the Bank of England or the European Central Bank, any regulator in the United States, the United Kingdom or the European Union or any stock exchange on which the Master Issuer Notes are listed (or any relevant committee or other body established, sponsored or approved by any of the foregoing);

(iii) each of the Rating Agencies confirms in writing to the Master Issuer (copied to the Note Trustee) that the then current ratings of any Rated Notes will not be downgraded, withdrawn or qualified as a result of such Base Rate Modification (it being acknowledged that none of the Rating Agencies has any obligation to provide such confirmation at any time and that the confirmation of one of the Rating Agencies may be sufficient for that purpose; provided that (i) a written request for confirmation or response has been delivered to each Rating Agency by or on behalf of the Master Issuer (copied to the Note Trustee) and (ii) one or more Rating Agencies either (x) indicates it does not consider such confirmation or response necessary, or (y) provides no confirmation or response within a reasonable timeframe)); and

(iv) the Seller or the Master Issuer pays all fees, costs and expenses (including legal fees) properly incurred by the Master Issuer, the Note Trustee and or any other Transaction Party in connection with such Base Rate Modification,

provided that:

(x) at least 35 calendar days' prior written notice of any such proposed Base Rate Modification has been given to the Note Trustee;

(y) the Base Rate Modification Certificate in relation to such Base Rate Modification shall be provided to the Note Trustee both at the time the Note Trustee is notified of the proposed Base Rate Modification and on the date that such Base Rate Modification takes effect; and

(z) the Master Issuer Cash Manager, acting on behalf of the Master Issuer, certifies in writing to the Note Trustee (which certification may be in the Base Rate Modification Certificate) that the Master Issuer has provided at least 30 calendar days' notice to the Noteholders of the proposed Base Rate Modification in accordance with Condition 12.10 (Notice to Noteholders) and Noteholders representing at least 10 per cent. of the Aggregate Principal Amount Outstanding of the most senior Class of Floating Rate Master Issuer Notes then outstanding have not contacted the Master Issuer or the Principal Paying Agent (acting on behalf of the Master Issuer) in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Floating Rate Master Issuer Notes may be held) within such notification period notifying the Master Issuer or the Principal Paying Agent (acting on behalf of the Master Issuer) that such Noteholders do not consent to the Base Rate Modification.

If Noteholders representing at least 10 per cent. of the Aggregate Principal Amount Outstanding of the most senior Class of Floating Rate Master Issuer Notes then outstanding have notified the Master Issuer or the Principal Paying Agent (acting on behalf of the Master Issuer) in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Floating Rate Master Issuer Notes may be held) within the notification period referred to above that they do not consent to the Base Rate Modification, then such Base Rate Modification will not be made unless an Extraordinary Resolution of the Noteholders of the most senior Class of Floating Rate Master Issuer Notes then outstanding is passed in favour of such Base Rate Modification in accordance with this Condition 12.

Objections made other than through the applicable clearing system must be in writing and accompanied by evidence to the Note Trustee's satisfaction (having regard to prevailing market practices) of the relevant Noteholder's holding of the Master Issuer Notes.

Nothing in this paragraph (b) affects the rights of the Noteholders of Master Issuer Notes issued prior to 5 March 2018 in relation to amendments to the Funding Swaps.

Notwithstanding anything to the contrary in this Condition 12 or any Transaction Document, when implementing any Base Rate Modification pursuant to this Condition 12.5(b):

(1) the Note Trustee shall not consider the interests of the Noteholders, any other Secured Creditor or any other person and shall act and rely solely, and without further enquiry or liability, on any certificate (including any Base Rate Modification Certificate) or evidence provided to it by the Master Issuer or the Master Issuer Cash Manager acting on behalf of the Master Issuer and shall not be liable to the Noteholders, any other Secured Creditor or any other person for so acting or relying, irrespective of whether any such Base Rate Modification is or may be materially prejudicial to the interests of any such person; and

(2) the Note Trustee shall not be obliged to agree to any modification which, in the sole opinion of the Note Trustee, would have the effect of (i) exposing the Note Trustee to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction and/or (ii) increasing the obligations or duties, or decreasing the rights or protections, of the Note Trustee in the Master Issuer Transaction Documents and/or these Conditions.

For the avoidance of doubt, the Master Issuer (or the Master Issuer Cash Manager, acting on behalf of the Master Issuer) may propose an Alternative Base Rate on more than one occasion provided that the conditions set out in this Condition 12.5(b) are satisfied.

(c) Without prejudice to (i) Clauses 19.1, 19.2, 19.3 and 19.4 of the Trust Deed and (ii) Clause 25.8 of the Funding Deed of Charge, subject to Clause 19.5(b) of the Trust Deed, the Note Trustee shall, without the consent of any holders of any Series or Class of Notes, be required to give its consent to any modifications to any Funding Agreement or the Master Definitions and Construction Schedule that are requested by Funding or the Cash Manager, provided that Funding or the Cash Manager, as the case may be, has certified to the Note Trustee in writing that such modifications are required in order to accommodate:

(i) Master Issuer Notes to be issued and/or Master Issuer Term Advances to be made available by the Master Issuer to Funding under the Master Intercompany Loan Agreement;

(ii) the entry by Funding into New Intercompany Loan Agreements, the issue of new types of notes by New Issuers or the issue of notes by Funding directly;

(iii) the addition of other relevant Funding Secured Creditors to the Transaction Documents;

(iv) the assignment of New Loans or their Related Security to the Mortgages Trustee;

(v) amendments to the representations and warranties set out in Schedule 1 of the Mortgage Sale Agreement;

(vi) changes to the Funding Reserve Fund Required Amount, the Funding Liquidity Reserve Required Amount and/or the manner in which the Funding Reserve Fund or the Funding Liquidity Reserve Fund is funded;

(vii) different Interest Payment Dates and/or Interest Periods for any Master Issuer Notes to be issued by the Master Issuer (including modification of the Interest Payment Dates and/or Interest Periods and/or the basis for the calculation of interest in respect of any outstanding Master Issuer Notes) and/or different Interest Payment Dates and/or Interest Periods (including modification of the basis for the calculation of interest) in respect of any outstanding Master Issuer Term Advances under the Master Intercompany Loan Agreement, and consequential modifications in respect of (i) the amounts payable under, the rates for calculating the amounts payable under and the periods for payment and the dates for payment under the Funding Swap Agreements and (ii) the amounts payable under, the rates for calculating the amounts payable under and the periods for payment under and the dates for payment under the Master Issuer Swap Agreements; and/or

(viii) compliance by the Master Issuer, with respect only to Master Issuer Notes issued on or after 27 August 2013, with any requirements which apply to it under European Regulation 648/2012 of 4 July 2012, known as the European Market Infrastructure Regulation (**EMIR**) and which accordingly will be mandatory under EMIR irrespective of whether such modifications are materially prejudicial to the interests of the Noteholders of any Series or Class of Master Issuer Notes or any other Master Issuer Secured Creditor and provided such modifications do not relate to a Basic Terms Modification. The Note Trustee shall not be obliged to agree to any modification pursuant to this Condition 12.5(c)(viii) which (in the sole opinion of the Note Trustee) would have the effect of (a) exposing the Note Trustee to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction; and/or (b) increasing the obligations or duties, or decreasing the protections of the Note Trustee in the Transaction Documents and/or the Conditions of the Master Issuer Notes. The Noteholders and the Master Issuer Secured Creditors shall be deemed to have instructed the Note Trustee to concur with such EMIR amendments and shall be bound by them regardless of whether they are materially prejudicial to their interests.

Any modification, waiver, authorisation or determination made pursuant to this Condition 12.5 shall be binding on the Noteholders and, unless the Note Trustee agrees otherwise, any such modification shall be notified to the Noteholders and the Rating Agencies in accordance with **Condition 12.10** as soon as practicable thereafter.

12.6 ***Redenomination***

The Note Trustee may agree, without the consent of the Holders of the Sterling Notes on or after the Specified Date (as defined below), to such modifications to the Sterling Notes and the Trust Deed in respect of redenomination of such Sterling Notes in euro and associated reconventioning, renominalisation and related matters in respect of such Sterling Notes as may be proposed by the Master Issuer (and confirmed by an independent financial institution approved by the Note Trustee to be in conformity with then applicable market conventions) and to provide for redemption at the euro equivalent of the sterling principal amount of the Sterling Notes. For these purposes, **Specified Date** means the date on which the United Kingdom participates in the third stage of European economic and monetary union pursuant to the Treaty establishing the European Community, as amended by the Treaty on European Union, or otherwise participates in European economic and monetary union in a manner with an effect similar to such third stage.

Any such modification shall be binding on the Holders of the Sterling Notes and, unless the Note Trustee agrees otherwise, any such modification shall be notified to such Noteholders in accordance with **Condition 12.10** as soon as practicable thereafter.

12.7 ***Exercise of Note Trustee's or Master Issuer Security Trustee's Functions***

Where the Note Trustee or the Master Issuer Security Trustee is required, in connection with the exercise of its powers, trusts, authorities, duties and discretions under these Conditions or any Transaction Document, to have regard to the interests of the Noteholders of any Class, it shall have regard to the interests of such Noteholders as a class and, in particular but without prejudice to the generality of the foregoing, neither the Note Trustee nor the Master Issuer Security Trustee shall have regard to, or be in any way liable for, the consequences of such exercise for individual Noteholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory. In connection with any such exercise, neither the Note Trustee nor the Master Issuer Security Trustee shall be entitled to require, and no Noteholder shall be entitled to claim, from the Master

Issuer or any other person, any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders.

12.8 *Indemnification of the Note Trustee and the Master Issuer Security Trustee*

The Trust Deed and the Master Issuer Deed of Charge set out certain provisions for the benefit of the Note Trustee and the Master Issuer Security Trustee. The following is a summary of such provisions and is subject to the more detailed provisions of the Trust Deed and the Master Issuer Deed of Charge.

The Master Issuer Transaction Documents contain provisions governing the responsibility (and relief from responsibility) of the Note Trustee and the Master Issuer Security Trustee, respectively, and providing for its indemnification in certain circumstances, including, among others, provisions relieving the Master Issuer Security Trustee from taking enforcement proceedings or enforcing the Master Issuer Security unless indemnified and/or secured and/or prefunded to its satisfaction.

The Note Trustee and the Master Issuer Security Trustee and their related companies are entitled to enter into business transactions with the Master Issuer, the Master Issuer Cash Manager and/or the related companies of any of them and to act as note trustee or security trustee, for the holders of any new notes and/or any other person who is a party to any Master Issuer Transaction Document or whose obligations are comprised in the Master Issuer Security and/or any of their subsidiary or associated companies without accounting for any profit resulting therefrom.

Neither the Note Trustee nor the Master Issuer Security Trustee will be responsible for any loss, expense or liability which may be suffered as a result of any assets comprised in the Master Issuer Security, or any deeds or documents of title thereto, being uninsured or inadequately insured or being held by clearing organisations or their operators or by intermediaries such as banks, brokers or other similar persons on behalf of the Note Trustee and/or the Master Issuer Security Trustee, as applicable.

Furthermore, the Note Trustee and the Master Issuer Security Trustee will be relieved of liability for making searches or other inquiries in relation to the assets comprising the Master Issuer Security. The Note Trustee and the Master Issuer Security Trustee do not have any responsibility in relation to the legality and the enforceability of the trust arrangements, the related Master Issuer Security and the Transaction Documents. Neither the Note Trustee nor the Master Issuer Security Trustee will be obliged to take any action that might result in its incurring personal liabilities. Neither the Note Trustee nor the Master Issuer Security Trustee is obliged to monitor or investigate the performance of any other person under the Master Issuer Transaction Documents and is entitled to assume, until it has actual knowledge to the contrary, that all such persons are properly performing their duties, unless it receives express notice to the contrary.

Neither the Note Trustee nor the Master Issuer Security Trustee will be responsible for any deficiency that may arise because it is liable to tax in respect of the proceeds of any Master Issuer Security.

12.9 *Replacement of Master Issuer Notes*

If Definitive Notes are lost, stolen, mutilated, defaced or destroyed, the Noteholder can replace them at the Specified Office of any Paying Agent subject to all applicable laws and stock exchange requirements. The Noteholder will be required both to pay the expenses of producing a replacement and to comply with the Master Issuer's, the Registrar's and the Paying Agent's reasonable requests for evidence and indemnity.

If a Global Note is lost, stolen, mutilated, defaced or destroyed, the Master Issuer will deliver a replacement Global Note to the registered holder upon receipt of satisfactory evidence and surrender of any defaced or mutilated Global Note. A replacement will only be made upon payment of the expenses for a replacement and compliance with the Master Issuer's, Registrar's and Paying Agents' reasonable requests as to evidence and indemnity.

Defaced or mutilated Master Issuer Notes must be surrendered before replacements will be issued.

12.10 ***Notice to Noteholders***

(a) ***Publication of Notice***

Any notice to Noteholders shall be validly given if such notice is:

(i) published on the Relevant Screen; and

(ii) for so long as the Master Issuer Notes are admitted to trading on the London Stock Exchange's Regulated Market and listed on the Official List of the Financial Conduct Authority, (A) published by delivery to the applicable clearing system, or (B) any notice shall also be published in accordance with the relevant listing rules and regulations.

(b) ***Date of Publication***

Any notices so published shall be deemed to have been given on the fourth day after the date of posting, or as the case may be, on the date of such publication or, if published more than once on different dates, on the first date on which publication shall have been made in the newspaper or newspapers in which (or on the Relevant Screen on which) publication is required, or, in the case of notices provided pursuant to **Condition 12.10(a)** above, on the same day that such notice was delivered.

(c) ***Global Notes***

While the Master Issuer Notes are represented by Global Notes, any notice to Noteholders will be valid if such notice is provided in accordance with **Condition 12.10(a)** or (at the option of the Master Issuer) if delivered to DTC (in the case of any Master Issuer Notes cleared through DTC) or to Euroclear and/or Clearstream, Luxembourg (in the case of the Master Issuer Notes cleared through Euroclear and/or Clearstream, Luxembourg) or (if specified in the applicable Final Terms) if delivered through an **Alternative Clearing System** specified therein. Any notice delivered to the DTC, Euroclear and/or Clearstream, Luxembourg and/or such Alternative Clearing System will be deemed to be given on the next day after such delivery.

(d) ***Note Trustee's Discretion to Select Alternative Method***

The Note Trustee shall be at liberty to sanction some other method of giving notice to the Noteholders or any Series or Class or category of them having regard to market practice then prevailing and to the requirements of the stock exchanges on which the Master Issuer Notes are then admitted for trading and provided that notice of such other method is given to the Noteholders in such manner as the Note Trustee shall require.

13. Further Master Issuer Notes

13.1 ***Issuance of Further Master Issuer Notes***

In respect of Master Issuer Notes issued after 27 June 2012, the Master Issuer may, without the consent of the Noteholders, raise further funds, from time to time, on any date by the creation and issue of further Master Issuer Notes (**Further Master Issuer Notes**) carrying the same terms and conditions in all respects (or in all respects except for the Interest Commencement Date) as, and so that the same shall be consolidated and form a single series and rank *pari passu* with the relevant class of the Master Issuer Notes provided that:

(a) the issuance tests have been satisfied (including written confirmation from S&P, Fitch and Moody's that the then current rating of the Rated Master Issuer Notes outstanding as of that time will not be reduced, withdrawn or qualified because of the new issue) as described in Clause 2.7 of the Trust Deed and the other Transaction Documents;

(b) the aggregate principal amount of all Further Master Issuer Notes to be issued on such date is not less than £10,000,000 (or an equivalent amount in any other currency when converted at the applicable exchange rate);

(c) any Further Master Issuer Notes which are assigned a rating are assigned the same ratings as are then applicable to the class of Master Issuer Notes with which they are to be consolidated and form a single series; and

(d) an amount equal to the aggregate principal amount of such Further Master Issuer Notes will be on-lent by the Master Issuer to Funding.

13.2 ***Governing Law and Jurisdiction***

The Master Issuer Transaction Documents and the Master Issuer Notes (and any non-contractual obligations arising out of or in connection with such documents or such notes, as the case may be) are and will be governed by English law unless specifically stated to the contrary. Certain provisions in the Master Issuer Transaction Documents relating to property situated in Scotland are governed by Scots law. Unless specifically stated to the contrary:

(a) the courts of England are to have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Master Issuer Notes and the Master Issuer Transaction Documents (including any claims or disputes relating to any non-contractual obligations arising out of or in connection with such Transaction Documents or Master Issuer Notes, as the case may be); and

(b) the Master Issuer and the other parties to the Master Issuer Transaction Documents irrevocably submit to the non-exclusive jurisdiction of the courts of England.

13.3 ***Contracts (Rights of Third Parties) Act 1999***

No person shall have any right to enforce any term or condition of the Master Issuer Notes under the Contracts (Rights of Third Parties) Act 1999, but this shall not affect any right or remedy of a third party which exists or is available apart from that Act.

13.4 ***Definitions***

Unless otherwise defined in these Conditions or unless the context otherwise requires, in these Conditions the following words shall have the following meanings and any other capitalised terms used in these Conditions shall have the meanings ascribed to them in the Master Issuer Master Definitions and Construction Schedule:

A Term Advances means the Term Advances made by the Master Issuer to Funding under the Master Intercompany Loan Agreement from the proceeds of issue of the Class M Notes of any Series;

AA Term Advances means the Term Advances made by the Master Issuer to Funding under the Master Intercompany Loan Agreement from the proceeds of issue of the Class B Notes of any Series;

AAA Term Advances means the Term Advances made by the Master Issuer to Funding under the Master Intercompany Loan Agreement from the proceeds of issue of the Class A Notes of any Series;

Accession Agreement means, in respect of the Issuer Master Definitions and Construction Schedule (as defined below) an agreement pursuant to which a company agrees to become a party to the Issuer Master Definitions and Construction Schedule;

Account Bank A means the bank at which the Funding Transaction Account is maintained from time to time, being, as at the date hereof, The Bank of New York Mellon, acting through its London Branch and thereafter such other Authorised Entity as Funding may choose with the prior written approval of the Security Trustee;

Account Bank B means the bank at which the Funding GIC Account and the Mortgages Trustee GIC Account are maintained from time to time, being, as at the date hereof, Santander UK acting through its office at 21 Prescot Street, London E1 8AD and thereafter such other Authorised Entity as Funding may choose with the prior written approval of the Security Trustee or as the Mortgages Trustee may choose with the prior written consent of the Beneficiaries;

Accrual Yield means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the yield specified as such for such Notes in the relevant Final Terms;

Additional Business Centre means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, each place specified as such for such Notes in the relevant Final Terms;

Agents means the Paying Agents, the Transfer Agent, the Registrar and the Agent Bank;

Agent Bank means The Bank of New York Mellon, acting through its London branch, in its capacity as agent bank at its Specified Office or such other person for the time being acting as agent bank under the Paying Agent and Agent Bank Agreement;

AUD-BBR-BBSW means the average mid rate for Australian dollars of exchange which appears on the Reuters Screen BBSW Page;

Available Principal Receipts means the amount of Master Issuer Principal Receipts allocable to the Money Market Notes on each Interest Payment Date that is a Transfer Date;

Base Prospectus means the base prospectus of the Master Issuer from time to time;

BBB Term Advances means the Term Advances made by the Master Issuer to Funding under the Master Intercompany Loan Agreement from the proceeds of issue of the Class C Notes of any Series;

Broken Amount means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the amount specified as such (if any) for such notes in the relevant Final Terms;

Bullet Redemption Notes means any Series and Class (or Sub-Class) of Master Issuer Notes which is scheduled to be repaid in full on one Interest Payment Date;

Business Day has the meaning set forth in **Condition 5.2(a)** and, if (i) the relevant Final Terms specify that the Reference Rate is "Compounded Daily SOFR" and (ii) a SOFR Index Cessation Effective Date has not occurred, a U.S. Government Securities Business Day;

Called Notes has the meaning set forth in **Condition 6.8**;

Capital Requirements Regulation means Regulation (EU) No. 575/2013 (as amended by the CRR Amendment Regulation);

CDOR means Canadian Dealer Offered Rate, the recognised benchmark index for Canadian bankers' acceptances, as further described in the Master Issuer Master Definitions and Construction Schedule under "Canadian Bankers Acceptances";

Class or **class** means, in relation to the Master Issuer Notes and the Noteholders, the Class A Notes, the Class B Notes, the Class M Notes, the Class C Notes or the Class Z Notes, as the context requires, and the respective holders thereof;

Class A Noteholders means the Holders of the Class A Notes;

Class A Notes means Master Issuer Notes of any Series designated as such in the relevant Final Terms;

Class B Noteholders means the Holders of the Class B Notes;

Class B Notes means Master Issuer Notes of any Series designated as such in the relevant Final Terms;

Class C Noteholders means the Holders of the Class C Notes;

Class C Notes means Master Issuer Notes of any Series designated as such in the relevant Final Terms;

Class M Noteholders means the Holders of the Class M Notes;

Class M Notes means Master Issuer Notes of any Series designated as such in the relevant Final Terms;

Class Z Noteholders means the Holders of the Class Z Notes;

Class Z Notes means Master Issuer Notes designated as such in the relevant Final Terms including the Class Z Variable Funding Notes;

Class Z Variable Funding Noteholders means the Holders for the time being of the Class Z Variable Funding Notes;

Class Z Variable Funding Notes means Class Z Notes which are designated as Class Z Variable Funding Notes in the relevant Final Terms;

Clearstream, Luxembourg means Clearstream Banking, société anonyme;

Closing Date has the meaning given to it in the applicable Final Terms;

Conditional Purchaser means the entity specified as such in the relevant Final Terms;

Conditional Purchase Confirmation means a confirmation provided by the Remarketing Bank to the Master Issuer or the Principal Paying Agent that the conditional purchaser has purchased an interest in, or has had transferred to it or on its behalf, an interest in all of the Money Market Notes;

CRR Amendment Regulation means Regulation (EU) 2017/2401;

Definitive Notes means the Master Issuer Notes while in definitive form;

Designated Account means the account (which, in the case of a payment in Japanese Yen to a non-resident of Japan, shall be a non-resident account) maintained by a Holder with a Designated Bank and identified as such in the Register;

Designated Bank means (in the case of payment in a Specified Currency other than euro) a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively) and (in the case of a payment in euro) any bank which processes payments in euro;

Determination Date means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the date(s) specified as such (if any) for such notes in the applicable Final Terms;

Determination Period has the meaning indicated in **Condition 5.1**;

Distribution Compliance Period is the period which is prior to the first business day that is 40 days following the later of the commencement of the offering and the Closing Date;

Dollars, **US$**, **U.S. Dollars** or **$** means the lawful currency for the time being of the United States of America;

EURIBOR means the Euro inter-bank offered rate as determined, with respect to any Master Issuer Notes which are Floating Rate Master Issuer Notes, by the Agent Bank in accordance with these Conditions, the Paying Agent and Agent Bank Agreement and the applicable Final Terms;

Euro, **euro** or **€** means the currency of the Member States of the European Union that adopt the single currency in accordance with the Treaty on the Functioning of the European Union, as amended from time to time;

Euroclear means Euroclear Bank S.A./N.V.;

Extraordinary Resolution means a resolution passed at a meeting of the Noteholders of a particular Class, Series or Series and Class (or Sub-Class) duly convened and held in accordance with the provisions of the Trust Deed by a majority consisting of not less than three-fourths of the persons voting thereat upon a show of hands or if a poll is duly demanded by a majority consisting of not less than three-fourths of the votes cast on such poll;

Federal Reserve's website means the website of the Board of Governors of the Federal Reserve System currently at http://www.federalreserve.gov, or any successor website;

Final Maturity Date means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the date specified as such for such notes in the applicable Final Terms;

Final Purchase Date has the meaning set forth in **Condition 6.8**;

Final Terms means, in relation to any Series of Master Issuer Notes, the final terms issued in relation to such Series of Master Issuer Notes which completes these Conditions, giving details of, *inter alia*, the amount and price of such Series of Master Issuer Notes, and which forms a part of the Base Prospectus in relation to such Series of Master Issuer Notes;

Fixed Coupon Amount means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the amount specified as such (if any) for such Master Issuer Notes in the relevant Final Terms;

Fixed Rate Master Issuer Note means a Master Issuer Note, the interest basis of which is specified in the relevant Final Terms as being fixed rate;

Floating Rate Master Issuer Note means a Master Issuer Note, the interest basis of which is specified in the relevant Final Terms as being floating rate;

Funding means Holmes Funding Limited;

Further Master Issuer Notes means further master issuer notes issued by the Master Issuer in accordance with Condition 13.1 and carrying the same terms and conditions in all respects (or in all respects except for the Interest Commencement Date) as, and so that the same shall be consolidated and form a single series and rank *pari passu* with, any class of Master Issuer Notes;

Global Notes means the U.S. Global Notes and the Reg S Global Notes;

Holder has the meaning indicated in **Condition 1.2**;

Increase Amount has the meaning given to that term in **Condition 6.10(a)(i)**;

Increase Date has the meaning given to that term in **Condition 6.10**;

Initial Purchase Date has the meaning set forth in **Condition 6.8**;

Interest Commencement Date means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the Closing Date of such notes or such other date as may be specified as such for such notes in the relevant Final Terms;

Interest Payment Date means in respect of a series and class (or sub-class) of Master Issuer Notes, the interest payment dates specified in the Final Terms for payment of interest and/or principal, subject to the terms and conditions of the Master Issuer Notes;

ISDA Definitions means the 2000 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc.;

Issue Terms means in relation to any Series of Non-LSE Listed Notes, the issue terms issued in relation to such Series of Non-LSE Listed Notes as a supplement to these Conditions and giving details of, *inter alia*, the amount and price of such Series of Non-LSE Listed Notes;

JPY-LIBOR means the London inter-bank offered rate for deposits in Japanese yen;

LIBOR means the London inter-bank offered rate, as further described in the Master Issuer Master Definitions and Construction Schedule;

Listed Notes means each Series and Class (or Sub-Class) of Master Issuer Notes which is admitted to the Official List and admitted to trading on the London Stock Exchange's Regulated Market;

London Stock Exchange means London Stock Exchange plc;

Mandatory Transfer Termination Event shall occur if the conditional purchaser has purchased an interest in all the Money Market Notes of the relevant Series and Class (or Sub-Class);

Margin means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the amount specified as such for such notes in the applicable Final Terms;

Master Intercompany Loan means, at any time, the aggregate of all Term Advances advanced under the Master Intercompany Loan Agreement;

Master Intercompany Loan Agreement means the loan agreement (i) entered into the Programme Date between, among others, Funding, the Master Issuer and the Security Trustee (as amended, novated, restated, replaced or

supplemented from time to time) and (ii) to be entered into in respect of each issue of Further Master Issuer Notes on the relevant closing date, in each case and made between, among others, Funding and the Master Issuer;

Master Issuer means Holmes Master Issuer PLC;

Master Issuer Account Agreement means the bank account agreement entered into on the Programme Date between the Master Issuer, the Master Issuer Cash Manager, the Master Issuer Account Banks and the Master Issuer Security Trustee;

Master Issuer Account Banks means the Sterling Account Bank and the Non-Sterling Account Bank;

Master Issuer Cash Management Agreement means the cash management agreement dated the Programme Date between, amongst others, the Master Issuer Cash Manager, the Master Issuer and the Master Issuer Security Trustee;

Master Issuer Cash Manager means Santander UK or such other person or persons for the time being acting, under the Master Issuer Cash Management Agreement, as agent, *inter alia*, for the Master Issuer;

Master Issuer Deed of Charge means the deed of charge entered into on the Programme Date, as amended and restated from time to time, between, among others, the Master Issuer and the Master Issuer Security Trustee and each deed of accession or supplement entered into in connection therewith;

Master Issuer Dollar Currency Swap Agreements means, in respect of a Series and Class or (Sub-Class) of Master Issuer Notes denominated in Dollars, the 1992 ISDA Master Agreements (Multicurrency-Cross Border), schedules thereto and confirmations thereunder relating to the Master Issuer Dollar Currency Swaps to be entered into on or before the relevant Closing Date in respect of such Series and Class or (Sub-Class) between the Master Issuer, the relevant Master Issuer Swap Provider and the Master Issuer Security Trustee (as amended, restated, novated, replaced or supplemented from time to time);

Master Issuer Dollar Currency Swap Rate means the rates at which Dollars are converted into Sterling or, as the case may be, Sterling is converted into Dollars pursuant to the relevant Master Issuer Dollar Currency Swap Agreement or, if no relevant Master Issuer Dollar Currency Swap Agreements are in effect at such time, the "spot" rate at which Dollars are converted into Sterling or, as the case may be, Sterling is converted to Dollars on the foreign exchange markets;

Master Issuer Dollar Currency Swaps means the sterling-dollar currency swaps which enable the Master Issuer to receive and pay amounts under the Master Intercompany Loan in sterling and to receive and pay amounts under the Dollar Notes;

Master Issuer Euro Currency Swap Agreements means, in respect of a Series and Class or (Sub-Class) of Master Issuer Notes denominated in Euro, the 1992 ISDA Master Agreements (Multicurrency-Cross Border), schedules thereto and confirmations thereunder relating to the Master Issuer Euro Currency Swaps to be entered into on or before the relevant Closing Date in respect of such Series and Class or (Sub-Class) between the Master Issuer, the relevant Master Issuer Swap Provider and the Master Issuer Security Trustee (as amended, restated, novated, replaced or supplemented from time to time);

Master Issuer Euro Currency Swap Rate means the rates at which Euro are converted into Sterling or, as the case may be, Sterling is converted into Euro pursuant to the relevant Master Issuer Euro Currency Swap Agreement or, if no relevant Master Issuer Euro Currency Swap Agreements are in effect at such time, the "spot" rate at which Euro are converted into Sterling or, as the case may be, Sterling is converted to Euro on the foreign exchange markets;

Master Issuer Euro Currency Swaps means the sterling-euro currency swaps which enable the Master Issuer to receive and pay amounts under the Master Intercompany Loan in sterling and to receive and pay amounts under the euro denominated notes;

Master Issuer Master Definitions and Construction Schedule means the master definitions and construction schedule dated the Programme Date, as amended and restated from time to time, setting out, among other things, definitions which apply to certain Master Issuer Transaction Documents and includes any and all Accession Agreements;

Master Issuer Notes means any Global Notes or Definitive Notes (including, for the avoidance of doubt, any Global Notes or Definitive Notes in respect of any Further Master Issuer Notes);

Master Issuer Paying Agent and Agent Bank Agreement means the paying agent and agent bank agreement entered into on the Programme Date between, among others, the Master Issuer, the Paying Agents, the Transfer Agent, the Registrar, the Agent Bank and the Master Issuer Security Trustee (as amended, novated, restated, replaced or supplemented from time to time);

Master Issuer Post-Enforcement Call Option Agreement means the post-enforcement call option agreement entered into on the Programme Date between the Master Issuer, the Post-Enforcement Call Option Holder and the Master Issuer Security Trustee (as amended, novated, restated, replaced or supplemented from time to time);

Master Issuer Principal Receipts means an amount equal to the sum of all principal amounts repaid by Funding to the Master Issuer under the Master Intercompany Loan;

Master Issuer Priority of Payments means the Master Issuer pre-enforcement revenue priority of payments, the Master Issuer pre-enforcement principal priority of payments or the Master Issuer post-enforcement priority of payments, as the case may be, each as set out in the Master Issuer Cash Management Agreement or the Master Issuer Deed of Charge (as the case may be);

Master Issuer Secured Creditors means the Master Issuer Security Trustee, the Master Issuer Swap Providers, the Note Trustee, the Noteholders, the Master Issuer Account Banks the Paying Agents, the Agent Bank, the Transfer Agent, the Registrar, the Corporate Services Provider, the Master Issuer Cash Manager and any new Master Issuer secured creditor who accedes to the Master Issuer Deed of Charge from time to time under a deed of accession or a supplemental deed;

Master Issuer Security means the security created by the Master Issuer pursuant to the Master Issuer Deed of Charge;

Master Issuer Security Trustee means The Bank of New York Mellon, acting through its London branch and its successors or any other security trustee under the Master Issuer Deed of Charge;

Master Issuer Swap Agreements means the Master Issuer Dollar Currency Swap Agreements and the Master Issuer Euro Currency Swap Agreements;

Master Issuer Swap Provider means Santander UK or the institution(s) identified in respect of each Master Issuer Swap Agreement in relation to the relevant Series and Class (or Sub-Class) of Master Issuer Notes and shall be identified as such in the relevant drawdown prospectus or supplemental prospectus;

Master Issuer Transaction Documents means the Mortgage Sale Agreement, the Servicing Agreement, the Mortgages Trust Deed, the Cash Management Agreement, the Master Issuer Corporate Services Agreement, the Master Intercompany Loan Agreement, the Funding Deed of Charge, the Funding Guaranteed Investment Contract, the Mortgages Trustee Guaranteed Investment Contract, the Bank Account Agreement, the Master Issuer Bank Account Agreement, the Master Issuer Deed of Charge, the Trust Deed, the Paying Agent and Agent Bank Agreement, the Master Issuer Cash Management Agreement, the Master Issuer Post Enforcement Call Option Agreement, the Master Issuer Swap Agreements, the Initial Purchase Agreement, the Subscription Agreement, the Funding Swap Agreement, the Corporate Services Agreement, the Master Definitions and Construction Schedules and such other related documents which are referred to in the terms of the above documents;

Maximum Rate of Interest means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the rate of interest specified as such for such notes in the applicable Final Terms;

Minimum Rate of Interest means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the rate of interest specified as such for such notes in the applicable Final Terms;

Minimum Seller Share means an amount which is calculated in accordance with clause 9.2 of the Mortgages Trust Deed;

Money Market Notes means Master Issuer Notes which will be "Eligible Securities" within the meaning of Rule 2a-7 under the Investment Company Act;

Non-LSE Listed Notes means any notes listed and/or traded on any exchange other than the London Stock Exchange;

Non-Sterling Account Bank means Citibank, N.A., London Branch or such other person for the time being acting as non-sterling account bank to the Master Issuer under the Master Issuer Bank Account Agreement;

Note Determination Date means the date four Business Days prior to each Interest Payment Date;

Note Enforcement Notice has the meaning indicated in **Condition 10.6**;

Note Event of Default means the occurrence of an event of default by the Master Issuer as specified in **Condition 10**;

Note Principal Payment has the meaning indicated in **Condition 6.3**;

Note Trustee means The Bank of New York and its successors or any further or other note trustee under the Trust Deed, as trustee for the Noteholders;

Noteholders means the Holders for the time being of the Master Issuer Notes;

NR Term Advances means the Term Advances made by the Master Issuer to Funding under the Master Intercompany Loan Agreement from the proceeds of issue of the Class Z Notes of any Series;

NR VFN Term Advance means a Term Advance made by the Master Issuer to Funding under the Intercompany Loan Agreement from the proceeds of issue of and Increase Amounts under a Class Z Variable Funding Note;

OBFR means the Overnight Bank Funding Rate that appears on the Federal Reserve's website at 5:00 p.m. (New York time) on an Interest Payment Date for trades made on the related Interest Determination Date.

OBFR Index Cessation Date means, following the occurrence of an OBFR Index Cessation Event, the date on which the Federal Reserve Bank of New York (or any successor administrator of the Overnight Bank Funding Rate), ceases to publish the Overnight Bank Funding Rate, or the date as of which the Overnight Bank Funding Rate may no longer be used, in each case as certified in writing by the Master Issuer to the Principal Paying Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Final Terms);

OBFR Index Cessation Event means the occurrence of one or more of the following events:

(1) a public statement by the Federal Reserve Bank of New York (or a successor administrator of the Overnight Bank Funding Rate) announcing that it has ceased or will cease to publish or provide the Overnight Bank Funding Rate permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to publish or provide the Overnight Bank Funding Rate;

(2) the publication of information which reasonably confirms that the Federal Reserve Bank of New York (or a successor administrator of the Overnight Bank Funding Rate) has ceased or will cease to provide the Overnight Bank Funding Rate permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to publish or provide the Overnight Bank Funding Rate; or

a public statement by a regulator or other official sector entity prohibiting the use of the Overnight Bank Funding Rate that applies to, but need not be limited to, fixed income securities and derivatives, to the extent that such public statement has been acknowledged in writing by ISDA as an "OBFR Index Cessation Event" under the 2006 ISDA Definitions as published by ISDA;

Official List means the official list of securities maintained by the London Stock Exchange;

Pass-Through Notes means any Series and Class (or Sub-Class) of Master Issuer Notes which has no Scheduled Repayment Date other than the Final Maturity Date and which is designated as "pass-through" in the applicable Final Terms;

Paying Agents means the Principal Paying Agent and the U.S. Paying Agent, together with any further or other paying agents for the time being appointed under the Paying Agent and Agent Bank Agreement;

Pool Factor had the meaning indicated in **Condition 6.3**;

Principal Amount Outstanding has the meaning indicated in **Condition 6.3**;

Principal Paying Agent means The Bank of New York, acting through its London branch, in its capacity as principal paying agent at its Specified Office or such other person for the time being acting as principal paying agent under the Paying Agent and Agent Bank Agreement;

Programme Date means 28 November 2006;

Purchase Option has the meaning set forth in **Condition 6.8**;

Qualifying Noteholder means a person which is beneficially entitled to interest in respect of the Class Z Variable Funding Note and is: (i) a company resident in the United Kingdom for United Kingdom tax purposes; (ii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which will bring into account payments of interest in respect of the Class Z Variable Funding Notes in computing the chargeable profits (for the purposes of section 19 of the Corporation Tax Act 2009 (the **CTA**)) of that company; or (iii) a partnership each member of which is: (A) a company resident in the United Kingdom; or (B) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which will bring into account in computing its chargeable profits (for the purposes of section 19 of the CTA) the whole of any share of a payment of interest in respect of the Class Z Variable Funding Notes that is attributable to it by reason of Part 17 of the CTA;

Rate of Interest and **Rates of Interest** means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the rate or rates (expressed as a percentage per annum) of interest payable in respect of such notes specified in the applicable Final Terms or calculated and determined in accordance with the applicable Final Terms;

Rated Notes means the Master Issuer Notes that have been rated by two or more of the Rating Agencies;

Rating Agencies means, in relation to a Series and Class (or Sub-Class) of Master Issuer Notes, two or more of Standard & Poor's Rating Services, a division of Standard & Poor's Credit Market Services Europe Limited, Moody's Investors Service Limited and Fitch Ratings Ltd., as specified in the applicable Final Terms;

Reference Banks has the meaning given to it in the Master Issuer Master Definitions and Construction Schedule;

Reference Price means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the price specified as such for such notes in the applicable Final Terms;

Reference Rate means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the rate specified as such for such notes in the applicable Final Terms;

Regulated Market means the regulated market of the London Stock Exchange;

Regulation S means Regulation S under the Securities Act;

Reg S Global Notes means the note certificates representing the Reg S Notes while in global form;

Reg S Notes means each Series and Class (or Sub-Class) of Master Issuer Notes sold in reliance on Regulation S;

Register means the register of Noteholders kept by the Registrar and which records the identity of each Noteholder and the number of Master Issuer Notes that each Noteholder owns;

Registrar means The Bank of New York Mellon S.A./N.V., Luxembourg Branch (formerly The Bank of New York Mellon (Luxembourg) S.A.) of Aerogolf Center, 1A, Hoehenhof, L-1736 Senningerberg, Luxembourg;

Relevant Screen means a page of the Reuters service or Bloomberg service, or any other medium for electronic display of data as may be previously approved in writing by the Note Trustee and has been notified to Noteholders in the manner set out in **Condition 12.10**;

Relevant Screen Page means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the screen page specified as such for such notes in the applicable Final Terms;

Remarketing Bank means the entity specified as such in the relevant Final Terms;

Remarketing Period means, in respect of each Transfer Date (as specified in the relevant Final Terms), the period from and including the 15th business day prior to such Transfer Date through and including the 10th business day prior to such Transfer Date, unless otherwise specified in the relevant Final Terms;

Repayment Tests means the test set out in paragraph 3 of Part 2 of Schedule 3 to the Funding Deed of Charge;

Rule 144A means Rule 144A of the Securities Act;

Santander UK means Santander UK plc (registered number 2294747), a public limited company incorporated under the laws of England and Wales, whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN, United Kingdom;

Santander UK Optional Purchase Agreement means the agreement (if any) to be entered into between Santander UK and the Note Trustee pursuant to which Santander UK will be entitled to procure the sale to itself of all, but not some only, of the Class B Notes and/or Class M Notes and/or Class C Notes and/or Class Z Notes in accordance with **Condition 6.8** and the relevant Final Terms;

Scheduled Redemption Notes means any Series and Class (or Sub-Class) of Master Issuer Notes which is scheduled to be redeemed on one or more dates and in the amounts specified in the applicable Final Terms;

Securities Act means the United States Securities Act of 1933, as amended;

Security Trustee means The Bank of New York Mellon, acting through its London Branch or such other persons and all other persons for the time being acting as security trustee pursuant to the Funding Deed of Charge;

Series means in relation to the Master Issuer Notes, all Master Issuer Notes (of any Class) issued on a given day and designated as such;

Series and Class (or Sub-Class) means, a particular Class of Master Issuer Notes of a given Series or, where such Class of such Series comprises more than one sub-class, **Series and Class (or Sub-Class)** means any sub-class of such Class;

SOFR means the rate determined in accordance with the following provisions:

(1) the Secured Overnight Financing Rate that appears on the Federal Reserve's website at 5:00 p.m. (New York time) on an U.S. Government Securities Business Day;

(2) if the rate specified in (1) above does not so appear, and a SOFR Index Cessation has not occurred, then the Principal Paying Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Final Terms) shall use the Secured Overnight Financing Rate published on the Federal Reserve's website for the first preceding U.S. Government Securities Business Day on which the Secured Overnight Financing Rate was published on the Federal Reserve's website;

(3) if a SOFR Index Cessation Date has occurred, the Principal Paying Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Final Terms) shall calculate SOFR as if references to SOFR were references to the rate that was recommended as (and notified by the Master Issuer to the Principal Paying Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Final Terms) as) being the replacement for the Secured Overnight Financing Rate by the Federal Reserve Board and/or the Federal Reserve Bank of New York or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York for the purpose of recommending a replacement for the Secured Overnight Financing Rate (which rate may be produced by a Federal Reserve Bank or other designated administrator, and which rate may include any adjustments or spreads). If no such rate has been recommended within one U.S. Government Securities Business Day of the SOFR Index Cessation Date, then the Principal Paying Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Final Terms) shall use OBFR published on the Federal Reserve's website for any Interest Payment Date after the SOFR Index Cessation Date; and

(4) if the Principal Paying Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Final Terms) is required to use OBFR in paragraph (3) above and an OBFR Index Cessation Date has occurred, then for any Interest Payment Date after such OBFR Index Cessation Date, the

Principal Paying Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Final Terms) shall use the short-term interest rate target set by the Federal Open Market Committee and published on the Federal Reserve's website, or if the Federal Open Market Committee does not target a single rate, the mid-point of the short-term interest rate target range set by the Federal Open Market Committee and published on the Federal Reserve's website (calculated as the arithmetic average of the upper bound of the target range and the lower bound of the target range);

SOFR Index Cessation Date means, following the occurrence of a SOFR Index Cessation Event, the date on which the Federal Reserve Bank of New York (or any successor administrator of the Secured Overnight Financing Rate), ceases to publish the Secured Overnight Financing Rate, or the date as of which the Secured Overnight Financing Rate may no longer be used, in each case as certified in writing by the Master Issuer to the Principal Paying Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Final Terms);

SOFR Index Cessation Event means the occurrence of one or more of the following events:

(1) a public statement by the Federal Reserve Bank of New York (or a successor administrator of the Secured Overnight Financing Rate) announcing that it has ceased or will cease to publish or provide the Secured Overnight Financing Rate permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to publish or provide the Secured Overnight Financing Rate;

(2) the publication of information which reasonably confirms that the Federal Reserve Bank of New York (or a successor administrator of the Secured Overnight Financing Rate) has ceased or will cease to provide the Secured Overnight Financing Rate permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to publish or provide the Secured Overnight Financing Rate; or

(3) a public statement by a regulator or other official sector entity prohibiting the use of the Secured Overnight Financing Rate that applies to, but need not be limited to, fixed income securities and derivatives, to the extent that such public statement has been acknowledged in writing by ISDA as an "SOFR Index Cessation Event" under the 2006 ISDA Definitions as published by ISDA;

SOFR Reset Date means each U.S. Government Securities Business Day in the relevant Interest Period, other than any U.S. Government Securities Business Day during the period from (and including) the day following the relevant Interest Determination Date to (but excluding) the corresponding Interest Payment Date;

U.S. Government Securities Business Day means any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association (or any successor thereto) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities;

Specified Currency means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the currency or currencies specified as such for such notes in the applicable Final Terms;

Specified Currency Exchange Rate means, in relation to a Series and Class (or Sub-Class) of Master Issuer Notes, the exchange rate specified in the Master Issuer Swap Agreement relating to such Series and Class (or Sub-Class) of Master Issuer Notes or, if the Master Issuer Swap Agreement has been terminated, the applicable spot rate;

Specified Date has the meaning indicated in **Condition 12.6**;

Specified Denomination means, in respect of any Series and Class (or Sub-Class) of Master Issuer Notes, the denomination specified as such for such notes in the applicable Final Terms which shall be a minimum of €100,000 or such other amount specified in the applicable Final Terms (or its equivalent in any other currency at the date of issue of such notes);

Specified Office means, as the context may require, in relation to any of the Agents, the office specified against the name of such Agent in the Paying Agent and Agent Bank Agreement or such other specified office as may be notified to the Master Issuer and the Note Trustee pursuant to the Paying Agent and Agency Bank Agreement;

Specified Time has the meaning indicated in **Condition 5.2(b)(ii)**;

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

Sterling Account Bank means Santander UK or such other person for the time being acting as sterling account bank to the Master Issuer under the Master Issuer Bank Account Agreement;

Sterling Notes means each Series and Class (or Sub-Class) of Master Issuer Notes denominated in Sterling;

Sub-Class means any sub-class of a Series and Class of Master Issuer Notes;

sub-unit means, with respect to any currency other than Sterling, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to Sterling, one pence;

Term Advances means the AAA Term Advances, the AA Term Advances, the A Term Advances, the BBB Term Advances and the NR Term Advances, being the advances made by the Master Issuer to Funding, pursuant to the Master Intercompany Loan Agreement, each being funded from proceeds received by the Master Issuer from the issue of a Series and Class (or Sub-Class) of Master Issuer Notes;

Transaction Documents means the Master Issuer Transaction Documents, the previous intercompany loan agreements, the current start-up loan agreements, the previous swap agreements, and any new intercompany loan agreements, new start-up loan agreements, new swap agreements, other documents relating to issues of new notes by new issuing entities, the mortgages trustee guaranteed investment contract and all other agreements referred to therein;

Transfer Agent means The Bank of New York Mellon S.A./N.V., Luxembourg Branch (formerly The Bank of New York Mellon (Luxembourg) S.A.) in its capacity as transfer agent at its Specified Office or such other person for the time being acting as transfer agent under the Paying Agent and Agent Bank Agreement;

Transfer Date means, in respect of a Series and Class (or Sub-Class) of Money Market Notes, the date(s) specified as such in the relevant Final Terms;

Transfer Price means, in respect of each Money Market Note as at a Transfer Date, the Principal Amount Outstanding of such Money Market Note on that Transfer Date, following the application of Available Principal Receipts on such date;

Trust Deed means the trust deed entered into on the Programme Date as amended and restated from time to time between the Master Issuer and the Note Trustee, and each supplemental deed entered into in connection therewith;

USD-LIBOR means the London inter-bank offered rate for deposits in U.S. Dollars, as further described in the Master Issuer Master Definitions and Construction Schedule;

U.S. Global Notes means each U.S. Note represented on issue by a Global Note in registered form for each such Class;

U.S. Government Securities Business Day means any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association (or any successor thereto) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

U.S. Notes means each Series and Class (or Sub-Class) of Master Issuer Notes sold in reliance on Rule 144A; and

U.S. Paying Agent means The Bank of New York Mellon, New York Branch, acting in its capacity as U.S. paying agent through its New York office or such other person for the time being acting as U.S. paying agent under the Paying Agent and Agent Bank Agreement.