

EXECUTION VERSION

SUBSCRIPTION AGREEMENT

DATED 23 OCTOBER 2014

BETWEEN

BRASS NO.4 PLC

and

ACCORD MORTGAGES LIMITED

and

YORKSHIRE BUILDING SOCIETY

and

THE ROYAL BANK OF SCOTLAND PLC

and

LLOYDS BANK PLC

and

J.P. MORGAN SECURITIES PLC

IN RESPECT OF

**£1,000,000,000 CLASS A MORTGAGE BACKED FLOATING RATE NOTES DUE JUNE
2052**

UP TO £500,000,000 CLASS Z VARIABLE FUNDING NOTES DUE JUNE 2052

ALLEN & OVERY

Allen & Overy LLP

0017744-0000078 ICM:20223455.14

CONTENTS

| Clause | Page |
|--|------|
| 1. Interpretation | 2 |
| 2. Subscription and Purchase..... | 5 |
| 3. Closing | 6 |
| 4. Undertakings of the Issuer and the Seller..... | 6 |
| 5. Commissions | 10 |
| 6. Expenses..... | 10 |
| 7. Representations and Warranties of the Issuer | 11 |
| 8. Representations and Warranties of the Seller..... | 15 |
| 9. Representations and Warranties of YBS | 17 |
| 10. Indemnification by the Issuer, the Seller and YBS | 18 |
| 11. Indemnification by the Note Purchasers..... | 20 |
| 12. Listing..... | 21 |
| 13. Conditions | 21 |
| 14. Note Purchaser's Representations, Warranties and Undertakings..... | 24 |
| 15. Termination | 26 |
| 16. Notices..... | 26 |
| 17. Governing Law and Jurisdiction | 28 |
| 18. Counterparts | 28 |
| 19. Agreement among Managers..... | 28 |
| Signatories..... | 29 |

THIS AGREEMENT is made as a deed on 23 October 2014

BETWEEN:

- (1) **BRASS NO.4 PLC**, a company incorporated in England and Wales with limited liability (registered number 09182355), and having its registered office at c/o Wilmington Trust SP Services (London) Limited, Third Floor, 1 King's Arms Yard, London EC2R 7AF (the **Issuer**);
- (2) **ACCORD MORTGAGES LIMITED**, a company incorporated in England and Wales with limited liability (registered number 02139881), and having its registered office at Yorkshire House, Yorkshire Drive, Bradford, BD5 8LJ (the **Seller** and the **VFN Purchaser**);
- (3) **YORKSHIRE BUILDING SOCIETY**, a building society incorporated under the Building Societies Act 1986 (as amended) of England and Wales, whose registered address is at Yorkshire House, Yorkshire Drive, Bradford, West Yorkshire BD5 8LJ (**YBS** and the **Initial Notes Purchaser**);
- (4) **THE ROYAL BANK OF SCOTLAND PLC**, a company incorporated in Scotland with limited liability (registered number SC090312), acting through its office at 135 Bishopsgate, London EC2M 3UR (**RBS** in its capacities as an **Arranger** and **Joint Lead Manager**);
- (5) **LLOYDS BANK PLC**, a company incorporated in England and Wales with limited liability (registered number 00002065) and acting through its office at 25 Gresham Street, London EC2V 7HN (**Lloyds** in its capacity as a **Joint Lead Manager**);
- (6) **J.P. MORGAN SECURITIES PLC**, a company incorporated in England and Wales with limited liability (registered number 02711006), and acting through its office at 25 Bank Street, London E14 5JP (**JPMorgan** in its capacity as a **Joint Lead Manager** and, together with RBS, Lloyds, the Initial Notes Purchaser and the VFN Purchaser, the **Note Purchasers**),

(RBS (in its capacity as Arranger and Joint Lead Manager), Lloyds (in its capacity as Joint Lead Manager) and JPMorgan (in its capacity as Joint Lead Manager) are together referred to in this Agreement as the **Managers**).

WHEREAS:

- (A) On the Closing Date (as defined below), the Issuer proposes to issue and offer for sale £1,000,000,000 Class A Mortgage Backed Floating Rate Notes due June 2052 (the **Class A Notes**) and up to £500,000,000 Class Z VFN due June 2052 (which shall be subscribed for in an amount of £134,900,000 on the Closing Date) (the **Class Z VFN** and, together with the Class A Notes, the **Notes**, which expression, where the context admits, shall include the Global Notes (as defined below)).
- (B) The Class A Notes will be in bearer form. The Class Z VFN will be in dematerialised registered form. The Class A Notes will be in minimum denominations of £100,000 and integral multiples of £1,000. The Notes will be constituted by a trust deed (the **Trust Deed**) to be dated on or about the Closing Date (as defined below) and substantially in the Agreed Form and made between the Issuer and U.S. Bank Trustees Limited (in such capacity, the **Note Trustee**) as trustee for the holders of the Notes from time to time.
- (C) The Notes will be issued subject to, and have the benefit of, an agency agreement (the **Agency Agreement**) to be dated on or prior to the Closing Date and substantially in the Agreed Form between, among others, the Issuer, the Note Trustee and the agents named therein.

- (D) The Issuer's obligations to the Noteholders (and certain other secured creditors) will be secured pursuant to a deed of charge and assignment (the **Deed of Charge**) to be dated on or prior to the Closing Date and granted by the Issuer in favour of U.S. Bank Trustees Limited (in such capacity, the **Security Trustee**), over the security interests and assets described therein.
- (E) Subject to and in accordance with the provisions of clause 3 and clause 5 herein, the Issuer will use an amount equal to the aggregate gross proceeds of the issue of the Class A Notes to pay to the Seller the Initial Consideration for the assignment and sale by the Seller of the Portfolio to the Issuer in accordance with the provisions of the mortgage sale agreement (the **Mortgage Sale Agreement**) dated on or prior to the Closing Date between, *inter alios*, the Seller, the Issuer and the Note Trustee. The Issuer will use the gross proceeds of the issue of the Class Z VFN to fund (i) to the extent that the proceeds of the Class A Notes are insufficient to pay the Initial Consideration on the Closing Date, the remaining portion of the Initial Consideration, (ii) any Further Advance Purchase Price (to the extent not funded by amounts standing to the credit of the Principal Ledger), (iii) the establishment of the General Reserve Fund on the Closing Date, (iv) any increase in the General Reserve Fund up to the General Reserve Fund Required Amount in order to satisfy the Asset Conditions for Further Advances and/or Product Switches and/or Tested Underpayment Options, (v) initial expenses of the Issuer incurred in connection with the issue of the Notes on the Closing Date and (vi) any premiums payable under any Interest Rate Swap Agreement.
- (F) The Issuer and the other parties described in the Prospectus (as defined below) will enter into certain other transaction documents as described in the Prospectus or as required in order to consummate the transactions described in the Prospectus.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

- (a) In this Agreement:

Agreed Form means, in respect of the relevant document, the form of the most recent draft of that document produced and circulated by Allen & Overy LLP with such changes as may be approved by persons expressed to be parties to that document after the date of this Agreement;

Business Day means a day (other than a Saturday or Sunday) on which banks are generally open for business in London;

Central Bank means the Central Bank of Ireland as the competent authority under the Prospectus Directive in Ireland;

Closing Date means 27 October 2014 or such later date as may be agreed between the Issuer, the Seller and the Managers;

Common Services Provider means Elavon Financial Services Limited;

Exchange Act means the U.S. Securities Exchange Act of 1934;

FSMA means the Financial Services and Markets Act 2000 as amended from time to time;

Insolvency Act means the Insolvency Act 1986 as amended from time to time;

Insolvency Regulation means European Council Regulation (EC) No. 1346/2000 of 29 May 2000 on insolvency proceedings, as amended and supplemented from time to time;

Investor Presentation means the investor presentations prepared by or on behalf of the Issuer in connection with the issue of the Notes;

Investor Presentation Material means:

- (i) the Investor Presentation;
- (ii) any Term Sheet;
- (iii) marketing material provided in writing by the Seller to the Joint Lead Managers and/or the Arranger or approved in writing by YBS to be used directly or indirectly in connection with the issue, offering and sale of the Offered Class A Notes; and
- (iv) information posted on the website of YBS (being www.ybs.co.uk) in connection with the issue, offering and sale of the Offered Class A Notes;

Listing Rules means the rules for listing on the Irish Stock Exchange and the rules and regulations implementing the Prospectus Directive in Ireland or otherwise applicable;

Preliminary Prospectus means the preliminary form of the Prospectus dated 9 October 2014 issued in relation to the Notes;

Prospectus means the prospectus dated 23 October 2014 in relation to the issue of the Notes and approved by the Central Bank;

Prospectus Directive means EU Directive 2003/71/EC (as amended) (which includes the amendments made by Directive 2010/73/EU to the extent that such amendments have been implemented in a Member State of the European Economic Area) and, where required, includes any relevant implementing measure in Ireland;

Securities Act means the U.S. Securities Act of 1933, as amended;

Term Sheet means the term sheet prepared by or on behalf of the Issuer in connection with the issue of the Notes;

Transaction Documents means the Servicing Agreement, the Agency Agreement, the Reserve Account Agreement, the Bank Account Agreement, the Guaranteed Investment Contract, the Cash Management Agreement, the Corporate Services Agreement, the Deed of Charge (and any documents entered into pursuant thereto), the Interest Rate Swap Agreement, the Swap Collateral Bank Account Agreement, the Issuer Power of Attorney, the Master Definitions and Construction Schedule, the Mortgage Sale Agreement, the Seller Power of Attorney and the Trust Deed and such other related documents which are referred to in the terms of the above documents or which relate to the issue of the Notes; and

UNCITRAL Implementing Regulations means The Cross-Border Insolvency Regulations 2006, SI 2006/1030, which implemented the UNCITRAL Model Law on Cross-Border Insolvency in Great Britain.

- (b) Capitalised terms defined in the Prospectus have, unless expressly defined in this Agreement, the same meaning in this Agreement.

1.2 Construction

In this Agreement (including the recitals), unless the contrary intention appears, a reference to:

- (a) this **Agreement** or any other agreement or document is a reference to such agreement or document as the same may have been, or may from time to time be, amended, varied, novated or supplemented;
- (b) a **clause**, a **subclause**, a **paragraph** or a **schedule** is a reference to a clause, subclause or a paragraph of, or a schedule to, this Agreement;
- (c) **Euroclear S.A./N.V.** and **Clearstream, société anonyme** includes any additional or alternative clearing system approved by the Issuer and the Note Trustee in relation to the Notes;
- (d) a **law** includes any law (including common or customary law), statute, constitution, decree, judgment, treaty, regulation, directive, by-law, order or any other legislative measure of any government, supranational, local government, statutory or regulatory body or court;
- (e) in relation to the Notes, subject to clause 12, **listing** and **listed** is a reference to the Notes having been admitted to trading on the Irish Stock Exchange's regulated market and admitted to the Official List of the Irish Stock Exchange;
- (f) a **party** includes their successors and assigns and persons deriving title under or through them respectively;
- (g) a **person** includes any individual, firm, company, corporation, unincorporated association or body (including a partnership, trust, joint venture or consortium), government, state, agency, organisation or other entity whether or not having separate legal personality;
- (h) a **provision of law** is a reference to that provision as extended, applied, amended or re-enacted and includes any subordinate legislation;
- (i) **set-off** includes analogous rights and obligations in other jurisdictions;
- (j) a **subsidiary** or **holding company** is to be construed in accordance with Section 1159 of the Companies Act 2006 and a **subsidiary undertaking** or **parent undertaking** is to be construed in accordance with Section 1162 of the Companies Act 2006;
- (k) a **successor** of any party includes an assignee or successor in title of such party and any person who under the laws of the jurisdiction of incorporation or domicile of such party has assumed the rights and obligations of such party under this Agreement or the relevant Transaction Document or to which, under such laws, such rights and obligations have been transferred;
- (l) a time of day is a reference to London time; and
- (m) a singular number includes the plural and *vice versa*.

1.3 Time shall be of the essence in this Agreement.

1.4 The headings in this Agreement do not affect its interpretation.

1.5 A person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 and, notwithstanding any term of this Agreement, no consent of

any third party is required for any variation (including any release or compromise of any liability) or termination of this Agreement.

2. SUBSCRIPTION AND PURCHASE

2.1 Subject to and in accordance with the provisions of this Agreement, the Issuer undertakes to the Managers, the Initial Notes Purchaser and the VFN Purchaser to issue the Notes in accordance with this Agreement and the Trust Deed and on or prior to the Closing Date, execute the Transaction Documents to which it is expressed to be a party and:

- (a) the Managers undertake on a joint and several basis to subscribe for and purchase £300,000,000 of the Class A Notes (the **Offered Class A Notes**) at a purchase price of 100 per cent. (the **Manager Class A Purchase Price**), in such proportions as may be agreed between them (as notified to the Issuer on or prior to the Closing Date) in accordance with the provisions of this Agreement; and
- (b) the Initial Notes Purchaser undertakes to subscribe for and purchase £700,000,000 of the Class A Notes (the **Retained Class A Notes**) at a purchase price of 100 per cent. (the **Initial Notes Purchaser Class A Purchase Price**) in accordance with the provisions of this Agreement; and
- (c) the VFN Purchaser undertakes to the Issuer that, subject to and in accordance with the provisions of this Agreement, it will subscribe for £134,900,000 of the Class Z VFN and pay such subscription amount of the Class Z VFN at a purchase price of 100 per cent (the **Class Z VFN Purchase Price**).

For the avoidance of doubt, the Common Services Provider will release the Retained Class A Notes purchased by the Initial Notes Purchaser directly to such account of the Initial Notes Purchaser as it shall direct.

2.2 The Issuer confirms that:

- (a) it has authorised the Managers to offer the Offered Class A Notes on its behalf to third parties for subscription at the Manager Class A Purchase Price;
- (b) it has prepared the Preliminary Prospectus, the Investor Presentation Material and the Prospectus, and hereby authorises the Managers to distribute copies of the Prospectus in connection with the offering of the Offered Class A Notes subject to the provisions of clause 14 (copies of each of the Preliminary Prospectus and the Investor Presentation Material having already been distributed with the consent of the Issuer); and
- (c) the Managers may make arrangements on the Issuer's behalf for announcements in respect of the Class A Notes to be published on such dates and in such newspapers or other publications as the Managers may agree with the Issuer, provided that the requirements of the Prospectus Directive are met in respect of each such announcement.

2.3 Each of the Issuer, YBS and the Seller acknowledges that, with respect to the transactions contemplated hereby and in the Transaction Documents, the Managers are acting solely in the capacity of an arm's length contractual counterparty to the Issuer and not as a fiduciary to the Issuer or any other person, and that no Managers are advising the Issuer, YBS, the Seller or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction.

3. CLOSING

3.1 The closing of the issue of the Notes shall take place at or about 12.00p.m on the Closing Date, whereupon:

- (a) The net purchase price in respect of the Notes, namely the sums of:
 - (i) £299,250,000 (representing the aggregate of the Manager Class A Purchase Price net of the commission referred to in clause 5) will be paid by the Managers;
 - (ii) £700,000,000 (representing the Initial Notes Purchaser Class A Purchase Price) will be paid by the Initial Notes Purchaser;
 - (iii) £134,900,000 (representing the Class Z VFN Purchase Price) will be paid by the VFN Purchaser,

in each case in immediately available funds against:

- (A) delivery of duly executed temporary global notes (the **Temporary Global Notes**) initially representing each of the Class A Notes and duly executed permanent global notes (the **Permanent Global Notes** and, together with the Temporary Global Notes, the **Global Notes**), each in or substantially in the form provided in the Trust Deed, to a common safekeeper (the **Common Safekeeper**) for Euroclear Bank S.A./N.V. and for Clearstream Banking, *société anonyme*; and
 - (B) registration of the Class Z VFN on the Class Z VFN Register.
- (b) The payments to be made to the Issuer under:
 - (i) clause 3.1(a)(i) shall be made to the account notified in writing by the Issuer to the Managers with respect to the Offered Class A Notes;
 - (ii) clause 3.1(a)(ii) shall be satisfied by a payment from the Initial Notes Purchaser to the Seller of the Initial Notes Purchaser Class A Purchase Price to an account notified in writing by the Seller to the Initial Notes Purchaser with respect to the Retained Class A Notes and such payment shall be netted against the Issuer's obligation to pay the Initial Consideration to the Seller; and
 - (iii) clause 3.1(a)(iii) shall be netted against the Issuer's obligation to pay the Initial Consideration to the Seller and no cash payment will be made by the VFN Purchaser to the Issuer in respect of the Class Z VFN Purchase Price.
 - (c) The Seller (or YBS on its behalf) shall pay any costs and expenses payable to each Manager pursuant to clause 6.

4. UNDERTAKINGS OF THE ISSUER AND THE SELLER

4.1 The Issuer undertakes to each of the Arranger, the Managers, the Initial Notes Purchaser and the VFN Purchaser that:

- (a) it will comply with the selling restrictions set out in clause 14 as if it were a Note Purchaser;
- (b) it will use all reasonable endeavours to procure satisfaction, on or before the Closing Date, of the conditions referred to in clause 13 below and, in particular, on or before the Closing

Date, it will enter into each of the Transaction Documents to which it is expressed to be a party (each in the Agreed Form);

- (c) it will perform all of its obligations under each of the Transaction Documents to which it is a party, in each case, at such time and in such manner as required by the relevant Transaction Document;
- (d) it will bear and pay (i) any stamp or other duties or taxes including interest and penalties on or in connection with the issue and delivery of the Notes on the Closing Date and the execution and delivery of this Agreement and the Transaction Documents and (ii) any value added tax properly payable in connection with the commission or other amounts payable or allowed under this Agreement and otherwise in connection with the transactions envisaged by this Agreement;
- (e) between the date of this Agreement and the Closing Date (both dates inclusive), without the prior approval of the Managers, it will not make any press or other public announcement referring to the proposed issue or the terms of the issue of the Notes and/or any other announcement which could have a material adverse effect on the marketability of the Notes;
- (f) within the applicable time limit, it will file or procure the filing with the registrar of companies in England and Wales of a duly completed form MR01 in respect of the Deed of Charge together with any necessary fees and a certified copy of the Deed of Charge for registration in accordance with Section 859A of the Companies Act 2006 and shall forthwith upon receipt, deliver a copy of the certificate of registration to the Managers;
- (g) it will deliver to the Managers, the Initial Notes Purchaser and the VFN Purchaser, without charge, from time to time as requested, such number of copies of the Prospectus as the Managers may reasonably request;
- (h) prior to the Closing Date, it will not amend the terms of any of the already executed Transaction Documents or this Agreement except with the prior consent of the Managers, the Initial Notes Purchaser and the VFN Purchaser;
- (i) it will procure that each notice required to be given pursuant to the Deed of Charge is given within the relevant period specified therein;
- (j) so long as any of the Notes remains outstanding, it will furnish to the Managers, the Initial Notes Purchaser and the VFN Purchaser if any of them request in writing, as soon as practicable after it becomes available, copies of each document filed by the Issuer with the Central Bank of Ireland and/or the Irish Stock Exchange, and copies of the financial statements and other periodic reports that the Issuer may furnish generally to holders of the Notes;
- (k) it will conduct its business and affairs such that, at all times, its "centre of main interests" for the purposes of the Insolvency Regulation and UNCITRAL Implementing Regulations will be and remain in England and Wales and it will not have an "establishment" (as defined in the Insolvency Regulation and the UNCITRAL Implementing Regulations) other than in England and Wales;
- (l) it will use the net proceeds received by it from the issue of the Notes in the manner specified in the Prospectus;
- (m) it will use its best endeavours to maintain all consents, approvals, authorisations, registrations, qualifications and other orders of United Kingdom regulatory authorities

required for the creation, issue and offering of the Notes or in connection with the execution and performance of the transactions contemplated by the Transaction Documents;

- (n) it will forthwith notify the Managers if at any time prior to payment of the subscription moneys to the Issuer on the Closing Date anything occurs which renders or may render untrue or incorrect in any respect any of the representations, warranties and indemnities made pursuant to clauses 7 and 10 and will forthwith take such steps as the Managers may reasonably require to remedy and/or publicise the fact;
- (o) so long as any of the Notes are outstanding, the Issuer will furnish to each of the Managers, as soon as practicable after it comes available, any information (including reports or copies of financial statements) which (i) according to the terms of the Prospectus, is to be made available to holders of any of the Notes or (ii) is filed by the Issuer with the Irish Stock Exchange;
- (p) if at any time during the relevant period for the purpose of Section 87(G)(3) of the Financial Services and Markets Act 2000 either the Issuer becomes aware of a significant new factor, material mistake or inaccuracy relating to the information included in the Prospectus, it will promptly inform the Managers, and the Issuer will prepare and submit to the Competent Authority for its approval a supplementary prospectus containing details of the new factor, mistake or inaccuracy so as to comply with the requirements of Section 87(G)(2) of the Financial Services and Markets Act 2000 and without prejudice to such obligations, if at any time prior to the completion (in the opinion of the Managers) of the distribution of the Notes the Issuer becomes aware of the occurrence of any other event as a result of which the Prospectus, as then amended or supplemented, would include a statement of fact which is not true and accurate in all material respects or omit any fact the omission of which would make misleading in any material respect any statement therein, or if for any other reason it shall be necessary to amend or supplement the Prospectus, it will promptly inform the Managers, and the Issuer will at the request of the Managers amend or supplement the Prospectus, without charge to the Managers. The Issuer will deliver to the Managers, without charge, such number of copies of such supplementary prospectus or amendment to the Prospectus as the Managers may reasonably request;
- (q) neither the Issuer nor any of its "affiliates" (as defined in Rule 405 under the Securities Act), nor any person acting on its or their behalf will engage in any "directed selling efforts" (as defined in Regulation S) with respect to the Notes; and
- (r) it will take no action which it knows or has reason to believe will result in the Class A Notes not being assigned a rating of AAA sf by Fitch Ratings Limited (**Fitch**) and a rating of Aaa (sf) by Moody's Investor Services Limited (**Moody's** and together with Fitch, the **Rating Agencies** and each, a **Rating Agency**).

4.2 The Seller undertakes to each of the Managers and the Initial Notes Purchaser that:

- (a) it will comply with the selling restrictions set out in clause 14 as if it were a Manager;
- (b) it will use all reasonable endeavours to procure satisfaction on or before the Closing Date of the conditions referred to in clause 13 below and, in particular, on or before the Closing Date, enter into each of the Transaction Documents to which it is expressed to be a party (each in the Agreed Form);
- (c) it will perform all of its obligations under each of the Transaction Documents to which it is a party, in each case, at such time and in such manner as required by the relevant Transaction Document;

- (d) between the date of this Agreement and the Closing Date (both dates inclusive), without the prior approval of the Managers, it will not make any press or other public announcement referring to the proposed issue or the terms of the issue of the Notes and/or any other announcement which could have a material adverse effect on the marketability of the Notes;
- (e) prior to the Closing Date, it will not amend the terms of any of the already executed Transaction Documents or this Agreement except with the prior consent of the Managers;
- (f) it will forthwith notify the Managers if at any time prior to payment of the subscription moneys to the Issuer on the Closing Date anything occurs which renders or may render untrue or incorrect in any respect any of the representations, warranties and indemnities made pursuant to clauses 8 and 10 and will forthwith take such steps as the Managers may reasonably require to remedy and/or publicise the fact;
- (g) if at any time during the relevant period for the purpose of Section 87(G)(3) of the Financial Services and Markets Act 2000 the Seller becomes aware of a significant new factor, material mistake or inaccuracy relating to the information included in the Prospectus, it will promptly inform the Managers, and shall procure that the Issuer will prepare and submit to the Competent Authority for its approval a supplementary prospectus containing details of the new factor, mistake or inaccuracy so as to comply with the requirements of Section 87(G)(2) of the Financial Services and Markets Act 2000 and without prejudice to such obligations, if at any time prior to the completion (in the opinion of the Managers) of the distribution of the Notes the Seller becomes aware of the occurrence any other event as a result of which the Prospectus, as then amended or supplemented, would include a statement of fact which is not true and accurate in all material respects or omit any fact the omission of which would make misleading in any material respect any statement therein, or if for any other reason it shall be necessary to amend or supplement the Prospectus, it will promptly inform the Managers, and will procure that the Issuer will at the request of the Managers amend or supplement the Prospectus, without charge to the Managers;
- (h) neither the Seller nor any of its "affiliates" (as defined in Rule 405 under the Securities Act), nor any person acting on its behalf will engage in any "directed selling efforts" (as defined in Regulation S) with respect to the Notes;
- (i) it will take no action which it knows or has reason to believe will result in the Class A Notes not being assigned a rating of AAA sf by Fitch and a rating of Aaa (sf) by Moody's; and
- (j) following the issuance of the Notes on the Closing Date, as at the Closing Date it will hold, and thereafter it shall retain, a material net economic interest of not less than 5 per cent. in the securitisation in accordance with the text of paragraph (d) of Article 405(1) of the CRR and Article 51(1) of the AIFMR and shall comply with the disclosure obligations imposed on sponsor and originator credit institutions under Article 409 of Regulation (EU) No. 575/2013, subject always to any requirement of law, provided that the Seller will not be in breach of such undertaking if the Seller fails to so comply due to events, actions or circumstances beyond the Seller's control.

4.3 The Issuer confirms that:

- (a) it has made an application for the Class A Notes to be rated Aaa (sf) by Moody's and AAA sf by Fitch;
- (b) the Class Z VFN will not be rated or listed; and

- (c) in connection with each such application, each of the Issuer and the Seller undertakes with each of the Managers that it will furnish from time to time any and all documents, instruments, information and undertakings that may be necessary in accordance with the normal requirements of the Rating Agencies in order to effect and maintain such ratings. Each of the Issuer and the Seller further undertakes with each of the Managers that it will not take, cause or permit any action that would, to its knowledge, result in the Notes of any class being assigned a lower rating at the Closing Date than the rating ascribed to that class of Notes as set out above, or which would, on or after the Closing Date, result in any such ratings being downgraded so long as any of the Notes remain outstanding.

5. COMMISSIONS

In consideration of the agreement by the Managers to act as the managers in relation to the issue of the Notes and to subscribe and pay for or procure subscriptions and payment for the Offered Class A Notes as provided above, the Issuer shall pay £250,000 to each of RBS, Lloyds and JPMorgan (each in their capacity as a Joint Lead Manager) on the Closing Date (such amount to be deducted from the Manager Class A Purchase Price to be paid by the Managers to the Common Services Provider on the Closing Date).

6. EXPENSES

- 6.1 The Seller (or YBS on its behalf) shall bear and pay all costs and expenses incurred in connection with the issue and distribution of the Notes including, without limitation, the costs of (i) printing, checking and initial delivery and distribution of the Notes, (ii) preparation, printing, signing and distribution of the Investor Presentation Material, Preliminary Prospectus, the Prospectus and any supplement or amendment thereto, the Transaction Documents and all other documents relating to the issue of the Notes, (iii) advertising (as approved by the Issuer, the Seller and the Managers (including, without limitation, any road show expenses)), (iv) the listing of the Class A Notes and (v) obtaining and maintaining a rating for each class of the Class A Notes from each of the Rating Agencies (including, without limitation, annual fees and the fees and expenses of any legal advisors to the Rating Agencies).
- 6.2 In addition, the Seller (or YBS on its behalf) shall bear and pay the fees and expenses (including out-of-pocket expenses) of the Managers in relation to the negotiation, preparation and signing of this Agreement and the Transaction Documents (including, without limitation, the fees and expenses of any legal and accounting advisors) and the fees of the Principal Paying Agent, the Note Trustee, the Agent Bank and other agents appointed under the Agency Agreement. The Seller agrees to bear and pay its own costs and expenses in relation to the negotiation, preparation and signing of this Agreement and the Transaction Documents. The Seller (or YBS on its behalf) undertakes that on the Closing Date it will pay to the Managers an amount equal to the fees and expenses referred to in this clause 6. Such payment shall be made by the Seller (or YBS on its behalf) outside of the closing flow of funds in immediately available funds to the account notified in writing by the Managers to the Seller (or YBS on its behalf) on or about the Closing Date.

6.3 All payments by the Issuer or the Seller (or YBS on its behalf) under this Agreement shall be paid without set-off or counterclaim, and free and clear of and without deduction or withholding for or on account of, any present or future taxes and any levies, imports, duties, fees, assessments or other charges in the nature of tax, imposed by the government of the United Kingdom or by any department, agency or other political subdivision or taxing authority thereof or therein, and all interest, penalties or similar liabilities with respect thereto (**Taxes**). If any Taxes are required by law to be deducted or withheld in connection with any such payment, the Issuer, the Seller (or YBS on its behalf) will increase the amount paid so that the full amount of such payment is received by the payee as if no such deduction or withholding had been made. In addition, the Seller (or YBS on its behalf) agrees to indemnify and hold the Managers harmless against any Taxes which they are required to pay in respect of any amount paid by the Seller (or YBS on its behalf) under this Agreement.

7. REPRESENTATIONS AND WARRANTIES OF THE ISSUER

As a condition of the obligation of the Managers, the Initial Notes Purchaser and the VFN Purchaser to subscribe and pay for or, in the case of the Managers only, procure subscriptions and payment for the relevant Notes, the Issuer represents and warrants to the Managers, the Initial Notes Purchaser and the VFN Purchaser and each of them, as at the date of this Agreement and the Closing Date, as follows:

- (a) that the financial and other information with respect to the Issuer set out in the Preliminary Prospectus and the Prospectus was prepared in accordance with the requirements of the Prospectus Directive and that the financial information gives a true and fair view of the financial position of the Issuer as at the dates at which it was prepared, and since such dates there has been no material adverse change nor any development or event involving a prospective material adverse change in the condition (financial or otherwise), prospects, results of operations or general affairs of the Issuer from that disclosed in the Preliminary Prospectus and the Prospectus;
- (b) that the Investor Presentation Material is true and accurate in all material respects and not misleading in any material respect and any opinions, predictions or intentions expressed in the Investor Presentation Material are honestly held or made and are not misleading in any material respect, and all proper enquiries have been made to ascertain or verify the foregoing;
- (c) that, by reference to the information and statements contained in the Prospectus (as at the date hereof) and the Preliminary Prospectus (as at the date of its publication, except insofar as the information contained therein has been amended, supplemented or deleted in the Prospectus):
 - (i) each of the Preliminary Prospectus and the Prospectus contains all material information with respect to the Issuer, the Portfolio and the Notes (including all information which, according to the particular nature of the Issuer and the Notes, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer and of the rights attaching to the Notes);
 - (ii) each of the Preliminary Prospectus and the Prospectus does not and, if amended or supplemented, at the date of any such amendment or supplement will not, contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

- (iii) the statements of fact contained in the Prospectus are (and in the Preliminary Prospectus such statements were, and in any supplement to the Prospectus such statements will be), in every material particular respect true and accurate and not misleading and that there are no other facts the omission of which would in the context of the issue of the Notes make any statement in the Preliminary Prospectus and/or the Prospectus misleading in any material respect;
 - (iv) the statements of intention, opinion, belief or expectation contained in the Prospectus are (and in the Preliminary Prospectus such statements were, and in any supplement to the Prospectus such statements will be), honestly and reasonably made or held; and
 - (v) in respect of the facts and statements referred to in this subclause, all reasonable enquiries have been and will be made to ascertain all such facts and to verify the accuracy of all such statements;
- (d) that the Prospectus complies with the Listing Rules and that the Prospectus contains all information required by the law of the jurisdiction of the Issuer's incorporation and otherwise complies with such law to the extent applicable;
- (e) that the Issuer has been duly incorporated and is validly existing as a public limited company under the law of its jurisdiction of incorporation, is duly qualified to do business in England and Wales and with full right, power and authority to conduct its business as described in the Preliminary Prospectus and the Prospectus and is able lawfully to execute and perform its obligations under the Notes, this Agreement and the Transaction Documents to which it is expressed to be a party and it has not taken any corporate action nor, so far as it is aware, have any steps been taken or are pending nor, so far as it is aware, have any legal proceedings been started for (i) the winding-up (voluntary or otherwise), liquidation, dissolution, administration or reorganisation of the Issuer, (ii) the enforcement of any encumbrance over all or a material part of the Issuer's assets or undertaking, (iii) any composition, arrangement or compromise (whether by way of voluntary arrangement or otherwise) with the Issuer's creditors generally, or (iv) for the appointment of a liquidator, receiver, administrative receiver, administrator, trustee, manager or similar officer of the Issuer or of any or all of its assets or undertaking;
- (f) that this Agreement has been duly authorised, executed and delivered by the Issuer and constitutes, and the issue of the Notes and Transaction Documents to which it is expressed to be a party have been duly authorised by it and when executed, issued and delivered will constitute, legal, valid and binding obligations of the Issuer enforceable against it in accordance with their terms;
- (g) that the execution and delivery and the performance of the terms of this Agreement and the Transaction Documents (including the issue and distribution of the Notes) by the Issuer are on arm's length terms and do not and will not infringe any law or regulation of its jurisdiction of incorporation or, so far as the Issuer is aware, any other law or regulation and are not contrary to the provisions of the Issuer's articles of association and other constitutional documents of the Issuer and will not result in any breach of the terms of, or constitute a default under, any instrument, agreement or order to which the Issuer is a party or by which it or its property is bound;
- (h) that, upon issue, the Notes will constitute direct, unconditional, secured and unsubordinated obligations of the Issuer and that the aggregate principal amount of the Notes is stated to be at least £50 million;

- (i) that the Notes and obligations of the Issuer under the Trust Deed and the Transaction Documents to which it is expressed to be a party will be secured in the manner provided for in the Deed of Charge and with the benefit of the charges, covenants and other security provided for therein and granted pursuant thereto (subject to any reservations or qualifications on the nature or priority or effectiveness of such security referred to in any of the legal opinions referred to in clause 13);
- (j) that, other than as set out in the Deed of Charge, the Issuer will acquire beneficial ownership of the Loans in the Portfolio on the Closing Date, and there exists no mortgage, lien, pledge or other charge or security which would rank in priority to, or *pari passu* with, the security for the Notes;
- (k) that, other than as set out in the Transaction Documents, there exists no mortgage, standard security, assignment, lien, pledge or other charge or security on or over any assets, undertaking, property or revenues of the Issuer;
- (l) that the creation by the Issuer of any security over its undertaking and assets in accordance with the terms of the Deed of Charge will not render the Issuer liable to offer or extend the benefit of such security to any persons other than the Security Trustee (as security trustee on behalf of the Secured Creditors);
- (m) that the floating charge granted by the Issuer under the Deed of Charge either by itself, or when taken together with other charges, relates as of the date of its creation (and will relate at all relevant times thereafter), to the whole or substantially the whole of the Issuer's property and that any receiver appointed under the Deed of Charge would be a receiver of the whole (or substantially the whole) of the Issuer's property;
- (n) that the representations and warranties contained in the Transaction Documents are true and accurate in all material respects as at the date hereof and (save to the extent that any such representations or warranties are amended, deleted or supplemented after the date hereof) as of the Closing Date;
- (o) that the Issuer is not involved in any governmental, legal, arbitration, insolvency or administration proceedings nor, so far as the Issuer is aware after making all due enquiries, are any such proceedings pending or threatened against it or any of its assets or properties (including, without limitation, the filing of documents with the court or the service of a notice of intention to appoint an administrator);
- (p) that the Issuer has not engaged in any activities since its incorporation other than:
 - (i) matters related to its registration and incorporation under the Companies Act 2006;
 - (ii) making various changes to its share capital, directors, secretary, registered office, constitutional documents and other appropriate corporate steps;
 - (iii) the authorisation and execution of this Agreement and the Transaction Documents;
 - (iv) the issue of the Preliminary Prospectus and the Prospectus;
 - (v) the activities referred to or contemplated in this Agreement, the Transaction Documents and the Prospectus;
 - (vi) the authorisation and issue by it of the Notes, and

- (vii) matters ancillary to any of the foregoing;
- (q) that all consents, licences, approvals or authorisations of, or registrations or filings with, any governmental or other authority or agency required by law to be obtained by the Issuer in relation to the execution and delivery of this Agreement and the Transaction Documents, the issue and distribution of the Notes, the performance of the terms of this Agreement and the Transaction Documents and the creation of the security pursuant to the Deed of Charge have been (or will be by the Closing Date) unconditionally obtained and are (or will be by the Closing Date) in full force and effect;
- (r) that, except for due registration of the Deed of Charge under Section 859A of the Companies Act 2006 (as amended), it is not necessary that any of the Transaction Documents or this Agreement be filed, recorded or enrolled with any authority or that any stamp duty, stamp duty reserve tax, stamp duty land tax, registration, documentary or similar tax be paid on or in respect thereof;
- (s) that, subject as described in the Prospectus under the heading "United Kingdom Taxation",
 - (i) payments of principal and interest on the Notes will be made by the Issuer without withholding or deduction for or on account of, any taxes, duties, assessments or other charges of whatever nature imposed, levied, collected, withheld or assessed by the government of the United Kingdom or any political subdivision or authority thereof or therein having the power to tax and (ii) no stamp or other duty or similar tax is assessable or payable in, and no withholding or deduction for or on account of, any taxes, duties, assessments or governmental charges of whatever nature is required to be made by or within the United Kingdom or other subdivision of or authority therein or thereof having the power to tax in, in each case in connection with the authorisation, execution, issue or delivery of the Notes or the performance of the obligations of the Issuer under this Agreement or the Transaction Documents;
- (t) that the authorised share capital of the Issuer comprises 50,000 ordinary shares of £1 each. The issued share capital of the Issuer comprises 50,000 ordinary shares of £1 each, of which 49,998 shares of £1 each are partly-paid up in cash as to 25p each and 2 fully paid shares of £1 are held by Holdings as a nominee, all of which are beneficially owned by Holdings;
- (u) that the Issuer has no subsidiaries or subsidiary undertakings or employees;
- (v) that the Issuer is not unable to pay its debts within the meaning of Section 123(2) of the Insolvency Act nor will it become unable to do so in consequence of the issue of the Notes and the entry by the Issuer into this Agreement or the Transaction Documents to which it is a party;
- (w) that the Issuer's "centre of main interests" for the purposes of the Insolvency Regulation and the UNCITRAL Implementing Regulations is in England and Wales and that it has no "establishment" (as defined in the Insolvency Regulation and the UNCITRAL Implementing Regulations) other than in England and Wales;
- (x) that no event has occurred which would (whether or not with the giving of notice and/or the lapse of time and/or the fulfilment of any other condition), had the Notes already been issued, constitute an event of default under the Notes;
- (y) that neither the Issuer, its affiliates (as defined in Rule 405 under the Securities Act) nor any persons (other than the Managers, as to whom no representation or warranty is made) acting on its or their behalf have engaged or will engage in any directed selling efforts (as defined in Regulation S under the Securities Act) in respect of the Notes;

- (z) that the Issuer is a "foreign issuer" and reasonably believes that there is no substantial U.S. market interest (as those terms are defined in Regulation S under the Securities Act) in the debt securities of the Issuer and that the Issuer, its affiliates and any person (other than any Manager, as to whom no representation or warranty is made) acting on its or their behalf have complied with and will comply with the offering restrictions requirement of Regulation S under the Securities Act;
- (aa) that the Prospectus has been published as required by the Prospectus Directive;
- (bb) all returns, reports or filings which ought to have been made by or in respect of the Issuer for taxation purposes have been made and to the best of the Issuer's knowledge all such returns are up to date, correct and on a proper basis and are not the subject of any material dispute with the relevant revenue or other appropriate authorities and the Issuer is not aware of any present circumstances likely to give rise to any such material dispute. The Issuer reasonably believes that the provisions for income tax included in its financial statements have been calculated on a proper basis in respect of all accounting periods ended on or before the accounting reference date to which the financial statements relate for which the Issuer was then or might at any time thereafter become or have become liable. To date, the Issuer is not aware of any tax deficiency which has arisen or has been asserted against the Issuer that would be considered material in the context of the issue of the Notes; and
- (cc) that the Issuer is not a party to any agreements other than those it is expressed to be a party to in the Prospectus (and any ancillary documents related thereto).

8. REPRESENTATIONS AND WARRANTIES OF THE SELLER

As a condition of the obligation of the Managers and the Initial Notes Purchaser to subscribe and pay for or procure subscriptions and payment for the Class A Notes, the Seller represents and warrants to the Managers, the Initial Notes Purchaser and each of them, as at the date of this Agreement and the Closing Date, as follows:

- (a) that the Investor Presentation Material is true and accurate in all material respects and not misleading in any material respect and any opinions, predictions or intentions expressed in the Investor Presentation Material are honestly held or made and are not misleading in any material respect, and all proper enquiries have been made to ascertain or verify the foregoing;
- (b) that, by reference to the information and statements contained in the Prospectus (as at the date hereof) and the Preliminary Prospectus (as at the date of its publication, except insofar as the information contained therein has been amended, supplemented or deleted in the Preliminary Prospectus):
 - (i) the Preliminary Prospectus and the Prospectus contains all information with respect to the Portfolio, the Seller and the Notes which is material in the context of the issue and offering of the Notes including, without limitation, all information required by English law and the information which, according to the particular nature of it and of the Notes, is necessary to enable investors and their investment advisers to make an informed assessment of the assets and liabilities, financial position, profits and losses, and prospects of it and of the rights attaching to the Notes;
 - (ii) the statements contained in the Preliminary Prospectus and the Prospectus are in every material respect true and accurate and not misleading;

- (iii) the opinions and intentions expressed in the Preliminary Prospectus and the Prospectus with regard to the Seller are honestly held, have been reached after considering all relevant circumstances and are based on reasonable assumptions;
 - (iv) there are no other facts the omission of which would make any statement in the Preliminary Prospectus and the Prospectus misleading or deceptive in any material respect; and
 - (v) all reasonable enquiries have been made by it to ascertain such facts and to verify the accuracy of all such information and statements in the Preliminary Prospectus and the Prospectus;
- (c) that the Prospectus complies with the Listing Rules and that the Prospectus contains all information required by the law of the jurisdiction of the Issuer's incorporation and otherwise complies with such law to the extent applicable;
 - (d) that the Seller has been duly incorporated and is validly existing as a private company under the law of its jurisdiction of incorporation, is duly qualified to do business in England and Wales and with full rights, power and authority to conduct its business as described in the Preliminary Prospectus and the Prospectus and the Seller is able lawfully to execute and perform its obligations under this Agreement and the Transaction Documents to which it is expressed to be a party;
 - (e) that this Agreement has been duly authorised, executed and delivered by the Seller and constitutes, and Transaction Documents to which it is expressed to be a party have been duly authorised by it and when executed and delivered will constitute, legal, valid and binding obligations of the Seller enforceable against it in accordance with their terms;
 - (f) that the representations and warranties contained in the Transaction Documents are true and accurate in all material respects as at the date hereof and (save to the extent that any such representations or warranties are amended, deleted or supplemented after the date hereof) as of the Closing Date as if the same were set out herein in favour of the Managers *mutatis mutandis*;
 - (g) that neither the Seller, its affiliates (as defined in Rule 405 under the Securities Act) nor any persons (other than the Managers, as to whom no representation or warranty is made) acting on its or their behalf have engaged or will engage in any directed selling efforts (as defined in Regulation S under the Securities Act) in respect of the Notes;
 - (h) that neither the Seller, its affiliates nor any persons (other than the Managers, as to whom no representation or warranty is made) acting on its or their behalf have engaged or will engage in any form of general solicitation or general advertising (as those terms are used in Rule 502(c) under the Securities Act) in connection with any offer or sale of the Notes in the United States;
 - (i) that the Seller is not involved in any governmental, legal, arbitration, insolvency or administration proceedings nor, so far as the Seller is aware after making all due enquiries, are any such proceedings pending or threatened against it or any of its assets or properties (including, without limitation, the filing of documents with the court or the service of a notice of intention to appoint an administrator);
 - (j) that there are no pending actions, suits or proceedings against or affecting the Seller or any of its assets or revenues which, if determined adversely to the Seller, would individually or in the aggregate have a material adverse effect on the condition (financial or other),

prospects, results or operations or general affairs of the Seller, or would adversely affect to a material extent the ability of the Seller to perform its obligations under this Agreement and the Transaction Documents to which it is expressed to be a party or which are otherwise material in the context of the issue of the Notes and, to the best of the Seller's knowledge and belief, no such actions, suits or proceedings are threatened or contemplated;

- (k) that all consents, licences, approvals or authorisations of, or registrations or filings with, any governmental or other authority or agency required by law to be obtained by the Seller in relation to the execution and delivery of this Agreement and the Transaction Documents and the creation of the security pursuant to the Deed of Charge have been (or will be by the Closing Date) unconditionally obtained and are (or will be by the Closing Date) in full force and effect;
- (l) that the execution and delivery and the performance of the terms of this Agreement and the Transaction Documents (including the issue and distribution of the Notes) by the Seller do not and will not infringe any law or regulation of its jurisdiction of incorporation or, so far as the Seller is aware, any other law or regulation and are not contrary to the provisions of the constitutional documents of the Issuer and will not result in any breach of the terms of, or constitute a default under, any instrument, agreement or order to which the Seller is a party or by which it or its property is bound; and
- (m) that the Seller is an investment professional within the meaning of article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2001.

9. REPRESENTATIONS AND WARRANTIES OF YBS

As a condition of the obligation of the Managers to subscribe and pay for or procure subscriptions and payment for the Offered Class A Notes, YBS represents and warrants to the Managers, as at the date of this Agreement and the Closing Date, as follows:

- (a) that the Investor Presentation Material is true and accurate in all material respects and not misleading in any material respect and any opinions, predictions or intentions expressed in the Investor Presentation Material are honestly held or made and are not misleading in any material respect, and all proper enquiries have been made to ascertain or verify the foregoing;
- (b) that YBS has been duly incorporated and is validly existing as a building society under the law of its jurisdiction of incorporation, is duly qualified to do business in England and Wales and with full rights, power and authority to conduct its business as described in the Preliminary Prospectus and the Prospectus and YBS is able lawfully to execute and perform its obligations under this Agreement and the Transaction Documents to which it is expressed to be a party;
- (c) that, by reference to the information and statements contained in the Prospectus (as at the date hereof) and the Preliminary Prospectus (as at the date of its publication, except insofar as the information contained therein has been amended, supplemented or deleted in the Preliminary Prospectus), the statements in respect of YBS contained in the Preliminary Prospectus and the Prospectus are in every material respect true and accurate and not misleading;
- (d) that this Agreement has been duly authorised, executed and delivered by YBS and constitutes, and Transaction Documents to which it is expressed to be a party have been duly authorised by it and when executed and delivered will constitute, legal, valid and binding obligations of YBS enforceable against it in accordance with their terms;

- (e) that neither YBS, its affiliates (as defined in Rule 405 under the Securities Act) nor any persons (other than the Managers, as to whom no representation or warranty is made) acting on its or their behalf have engaged or will engage in any directed selling efforts (as defined in Regulation S under the Securities Act) in respect of the Notes;
- (f) that neither YBS, its affiliates nor any persons (other than the Managers, as to whom no representation or warranty is made) acting on its or their behalf have engaged or will engage in any form of general solicitation or general advertising (as those terms are used in Rule 502(c) under the Securities Act) in connection with any offer or sale of the Notes in the United States;
- (g) that YBS is not involved in any governmental, legal, arbitration, insolvency or administration proceedings nor, so far as YBS is aware after making all due enquiries, are any such proceedings pending or threatened against it or any of its assets or properties (including, without limitation, the filing of documents with the court or the service of a notice of intention to appoint an administrator);
- (h) that there are no pending actions, suits or proceedings against or affecting YBS or any of its assets or revenues which, if determined adversely to YBS, would individually or in the aggregate have a material adverse effect on the condition (financial or other), prospects, results or operations or general affairs of YBS, or would adversely affect to a material extent the ability of YBS to perform its obligations under this Agreement and the Transaction Documents to which it is expressed to be a party or which are otherwise material in the context of the issue of the Notes and, to the best of YBS' knowledge and belief, no such actions, suits or proceedings are threatened or contemplated;
- (i) that all consents, licences, approvals or authorisations of, or registrations or filings with, any governmental or other authority or agency required by law to be obtained by YBS in relation to the execution and delivery of this Agreement and the Transaction Documents and the creation of the security pursuant to the Deed of Charge have been (or will be by the Closing Date) unconditionally obtained and are (or will be by the Closing Date) in full force and effect; and
- (j) that any representations and warranties given by YBS in the Transaction Documents to which YBS is a party are true and accurate in all material respects as at the date hereof and (save to the extent that any such representations or warranties are amended, deleted or supplemented after the date hereof) as of the Closing Date as if the same were set out herein in favour of the Managers *mutatis mutandis*.

10. INDEMNIFICATION BY THE ISSUER, THE SELLER AND YBS

10.1 Without prejudice to the other rights or remedies of the Managers, each of the Issuer, the Seller, and YBS jointly and severally indemnifies each Manager, and each of the Issuer and the Seller jointly and severally indemnifies the Initial Notes Purchaser, or any of their affiliates, directors, officers, employees, agents or controlling persons (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act) (together with the Managers or, as the case may be, the Initial Notes Purchaser, each a **Relevant Party**) against any liability, damages, cost, loss or expense (including, without limitation, legal fees, costs and expenses and any stamp or other duties or taxes (including value added tax) payable under clause 4.1(d) above) (a **Loss**) arising out of, in connection with, or based on:

- (a) any actual or alleged breach of the representations, warranties and undertakings contained in, or made or deemed to be made by the Issuer, the Seller and/or YBS under this Agreement; or

- (b) any untrue or misleading (or allegedly untrue or misleading) statement in, or any omission (or alleged omission) from the Investor Presentation Material, the Preliminary Prospectus (save to the extent that the information therein has been amended, supplemented or deleted in the Prospectus), and the Prospectus or the information provided in writing by the Initial Notes Purchaser and included under the heading "Yorkshire Building Society" or the information provided in writing by the Seller and included under the heading "Accord Mortgages Limited" (in each case in the Prospectus) or any amendment or supplement thereto; or
- (c) any fraud or illegal dealing by the Issuer, the Seller and/or YBS.

No Manager or, as the case may be, the Initial Notes Purchaser shall have any duty or obligation, whether as fiduciary or trustee for any Relevant Party or otherwise, to recover any such payment or to account to any other person for any amounts paid to it under this clause 10.

- 10.2 In case any action shall be brought against any Relevant Party in respect of which recovery may be sought from the Issuer, the Seller and/or YBS, as the case may be, under this clause 10, the relevant Manager and/or Initial Notes Purchaser, as the case may be, shall as soon as reasonably practicable notify the Issuer, the Seller and/or YBS, as the case may be, in writing, but failure to do so will not relieve the Issuer, the Seller or YBS from any liability under this Agreement. Subject to subclause 10.3, the Issuer or, as the case may be, the Seller or YBS may participate at its own expense in the defence of any action and shall be entitled to appoint legal advisors reasonably satisfactory to the Managers, or, as the case may be, the Initial Notes Purchaser subject to the payment by the Issuer or, as the case may be, the Seller or YBS of all legal and other expenses of such defence.
- 10.3 If it so elects within a reasonable time after receipt of the notice referred to in subclause 10.2, the Issuer or, as the case may be, the Seller or YBS may, subject as provided below, assume the defence of the action with legal advisors chosen by it and approved by the Relevant Party. Provided that and notwithstanding any such election a Relevant Party may employ separate legal advisers but the fees and expenses of such separate legal advisors shall be the liability of such Relevant Party unless any of the following circumstances occur in which case they shall be the liability of the Issuer, the Seller and YBS:
- (a) the use of the legal advisors chosen by the Issuer, the Seller, or YBS to represent the Relevant Party would present such legal advisors with an actual or potential conflict of interest;
 - (b) the actual or potential defendants in, or targets of, any such action include both the Relevant Party and the Issuer, the Seller or YBS and the Relevant Party concludes that there may be legal defences available to it and/or other Relevant Parties which are different from or additional to those available to the Issuer, the Seller or YBS; or
 - (c) the Issuer, the Seller or YBS has not employed legal advisors satisfactory to the Relevant Party to represent the Relevant Party within a reasonable time after notice of the institution of such action.
- 10.4 If the Issuer or, as the case may be, the Seller or YBS assumes the defence of the action, the Issuer or, as the case may be, the Seller or YBS shall not be liable for any fees and expenses of legal advisors of the Relevant Party incurred thereafter in connection with the action, except as stated above.
- 10.5 The Issuer, the Seller or YBS shall not be liable in respect of any settlement of any action effected without its consent, such consent not to be unreasonably withheld or delayed. The Issuer, the Seller

or YBS shall not, without the prior written consent of the Relevant Party, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim or action in respect of which recovery may be sought hereunder (whether or not any Relevant Party is an actual or potential party to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each Relevant Party from all liability arising out of such claim or action and does not include a statement as to or an admission of fault, culpability or failure to act by or on behalf of a Relevant Party.

11. INDEMNIFICATION BY THE NOTE PURCHASERS

- 11.1 Each Note Purchaser severally indemnifies (on an after tax basis) the Issuer and the Seller against any Loss which it may incur arising out of, in connection with or based on any breach by such Note Purchaser of any of its representations, warranties and undertakings contained in clause 14, provided that such Note Purchaser shall not be liable for any Losses arising from the sale by such Note Purchaser of any Notes to any person believed by such Note Purchaser on reasonable grounds and after making reasonable investigations to be a person to whom Notes could properly be sold, or to whom any material could lawfully be given, in compliance with clause 14.
- 11.2 In case any action shall be brought against the Issuer and/or the Seller in respect of which recovery may be sought from a Note Purchaser under this clause 11, the Issuer and/or Seller, as the case may be, shall as soon as reasonably practicable notify the relevant Note Purchaser in writing, but failure to do so will not relieve the relevant Note Purchaser from any liability under this Agreement. Subject to subclause 11.3, the relevant Note Purchaser may participate at its own expense in the defence of any action and shall be entitled to appoint legal advisors reasonably satisfactory to the Issuer and/or the Seller, as the case may be, subject to the payment by the relevant Note Purchaser of all legal and other expenses of such defence.
- 11.3 If it so elects within a reasonable time after receipt of the notice referred to in subclause 11.2, the relevant Note Purchaser may, subject as provided below, assume the defence of the action with legal advisors chosen by it and approved by the Issuer and/or the Seller as the case may be. Provided that and notwithstanding any such election the Issuer and/or the Seller, as the case may be, may employ separate legal advisors but the fees and expenses of such separate legal advisors shall be the liability of the Issuer and/or the Seller unless any of the following circumstances occur in which case they shall be the liability of the relevant Note Purchaser:
- (a) the use of the legal advisors chosen by the relevant Note Purchaser to represent the Issuer and/or the Seller would present such legal advisors with an actual or potential conflict of interest;
 - (b) the actual or potential defendants in, or targets of, any such action include both the Issuer and/or the Seller and the relevant Note Purchaser and the Issuer and/or Seller concludes that there may be legal defences available to it which are different from or additional to those available to the relevant Note Purchaser; or
 - (c) the relevant Note Purchaser has not employed legal advisors satisfactory to the Issuer and/or the Seller to represent the Issuer and/or the Seller within a reasonable time after notice of the institution of such action.
- 11.4 If the relevant Note Purchaser assumes the defence of the action, the relevant Note Purchaser shall not be liable for any fees and expenses of legal advisors of the Issuer and/or the Seller incurred thereafter in connection with the action, except as stated above.
- 11.5 The relevant Note Purchaser shall not be liable in respect of any settlement of any action effected without its consent, such consent not to be unreasonably withheld or delayed. The relevant Note

Purchaser shall not, without the prior written consent of the Issuer and/or the Seller, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim or action in respect of which recovery may be sought hereunder (whether or not the Issuer and/or the Seller is an actual or potential party to such claim or action) unless such settlement, compromise or consent includes an unconditional release of the Issuer and/or the Seller from all liability arising out of such claim or action and does not include a statement as to or an admission of fault, culpability or failure to act by or on behalf of the Issuer and/or the Seller.

12. LISTING

- 12.1 The Issuer confirms that it has made an application for the Class A Notes to be listed. In connection with such application, the Issuer shall endeavour to obtain the listing as promptly as practicable and the Issuer and the Seller shall furnish any and all documents, instruments, information and undertakings that may be necessary or advisable in order to obtain or maintain the listing.
- 12.2 The Issuer confirms that the Prospectus has been approved as a prospectus by the Central Bank and has been published in accordance with the Prospectus Directive.
- 12.3 The Issuer undertakes to procure that, within the applicable time limit, copies of the Prospectus are filed with the Central Bank and the Irish Stock Exchange as required by the Listing Rules.
- 12.4 If (after the approval of the Prospectus by the Central Bank and before the commencement of trading in the Notes) there arises or is noted a significant new factor, material mistake or inaccuracy relating to the information included in the Prospectus which is capable of affecting the assessment of the Notes, then the Issuer or the Seller shall give to the Managers and the Initial Notes Purchaser full information about the change or matter and shall produce and publish a supplementary prospectus (in a form approved by the Managers) in accordance with the Prospectus Directive.
- 12.5 The Issuer will use its best endeavours to maintain the listing of the Class A Notes for so long as any of the Class A Notes are outstanding. If, however, it is unable to do so, having used such best endeavours, or if the maintenance of such listing is unduly onerous (and the Note Trustee is of the opinion that to do so would not be materially prejudicial to the interests of the Class A Noteholders) or the Class A Notes cease to be listed, then the Issuer shall endeavour promptly to list the Class A Notes on another European Economic Area regulated market (for the purposes of the Markets in Financial Instruments Directive (Directive 2004/39/EEC)) to be agreed between the Issuer, the Managers and the Note Trustee.

13. CONDITIONS

- 13.1 The obligations of the Managers under this Agreement are conditional upon:
 - (a) there having been, as at the Closing Date:
 - (i) no change nor any development or event involving a prospective adverse change in the condition (financial or otherwise), business, prospects, results of operations or general affairs of the Issuer or the Seller since the date of this Agreement or from that set out in the Prospectus which would be likely to prejudice materially the success of the offering and distribution of the Notes or dealing in the Notes in the secondary market or which is otherwise material in the context of the issue of the Notes and the entry into and performance of the Transaction Documents;
 - (ii) no event nor the discovery of any fact making any of the representations and warranties contained in clause 7 (in the case of the Issuer), or clause 8 (in respect of

the Seller), or clause 9 (in respect of YBS) untrue, misleading or incorrect on the Closing Date as though they had been given and made on such date; and

- (iii) no failure on the part of the Issuer or the Seller to perform each and every covenant and obligation which is intended to be performed respectively by it on or before the Closing Date pursuant to this Agreement and the Transaction Documents;
- (b) evidence satisfactory to the Managers that all conditions precedent to each of the Transaction Documents have been or (subject to the issue of the Notes) will be satisfied;
- (c) evidence that the Transaction Documents have been executed and delivered;
- (d) evidence that the GIC Account, the Transaction Account and the Reserve Account have been validly opened;
- (e) the delivery to the Managers, the Initial Notes Purchaser and the VFN Purchaser on or before the Closing Date of:
 - (i) legal and tax opinions dated the Closing Date in such form and with such contents as the Managers, the Initial Notes Purchaser, the Security Trustee and the Note Trustee may require from Allen & Overy LLP, legal and tax advisors in England to the Seller;
 - (ii) a certificate signed by a duly authorised officer of the Issuer to the effect stated in subclause 13.1(a) with regard to the Issuer;
 - (iii) a certificate signed by a duly authorised officer of the Seller to the effect stated in subclause 13.1(a) with regard to the Seller;
 - (iv) a certificate signed by a duly authorised officer of YBS to the effect stated in subclause 13.1(a) with regard to YBS;
 - (v) auditors' reports and comfort letters (including, without limitation, an ICMA letter in relation to information in the Preliminary Prospectus and Prospectus, and comfort letters in relation to certain agreed upon procedures on a random sample of selected Loans and an engagement letter in respect thereof) addressed to the Managers and, in each case, in such form and with such contents as the Managers may require from KPMG LLP, independent auditors to the Issuer;
 - (vi) a copy, certified by a duly authorised signatory of the Issuer, of:
 - (A) the constitutional documents of the Issuer;
 - (B) the certificate of the Registrar of Companies issued under Section 761 of the Companies Act 2006 allowing the Issuer to do business and exercise borrowing powers;
 - (C) a certificate of solvency of the Issuer; and
 - (D) the resolutions of the board of directors of the Issuer authorising the execution of this Agreement and the Transaction Documents to which the Issuer is expressed to be a party and the performance of the transactions contemplated thereby and the issue of the Notes;

- (vii) a copy, certified by a duly authorised signatory of the Seller, of:
 - (A) the constitutional documents of the Seller;
 - (B) a certificate of solvency of the Seller; and
 - (C) the resolutions of the board of directors of the Seller authorising the execution of this Agreement and the Transaction Documents to which the Seller is expressed to be a party and the performance of the transactions contemplated thereby;
- (viii) a copy, certified by a duly authorised signatory of YBS, of:
 - (A) the constitutional documents of YBS;
 - (B) a certificate of solvency of YBS; and
 - (C) the resolutions of the board of directors of YBS authorising the execution of this Agreement and the Transaction Documents to which YBS is expressed to be a party and the performance of the transactions contemplated thereby; and
- (ix) any other documents (including, but not limited to, any resolutions, consents and authorities) relating to the issue of the Notes which the Managers and the Initial Notes Purchaser may reasonably require;
- (f) confirmation having been received by the Managers and the Initial Notes Purchaser on or before the Closing Date that:
 - (i) the Prospectus has been approved as a prospectus by the Central Bank and has been published in accordance with the Prospectus Directive;
 - (ii) the Class A Notes have been submitted for listing subject only to the issue of the Class A Notes;
 - (iii) the Class Z VFN has been issued and subscribed for by the VFN Purchaser; and
 - (iv) each of the ratings for the Class A Notes set out in subclause 4.3 above have been assigned by the Rating Agencies either without conditions or subject only to the execution and delivery of the Transaction Documents;
- (g) the execution and delivery of the effectuation authorisation to the Common Safekeeper and of the Global Notes and the Transaction Documents (and all ancillary documents) by each of the parties thereto on or before the Closing Date (each in Agreed Form);
- (h) that the matters expressly referred to or contemplated as having occurred on or before the Closing Date by the Transaction Documents, as the case may be, have been completed to the satisfaction of the Managers and the Initial Notes Purchaser;
- (i) that on or before the Closing Date, there having been delivered to the Managers written confirmation from each of Fitch and Moody's that they have assigned a rating of AAA sf and Aaa (sf), respectively, to the Class A Notes;

- (j) no Rating Agency having downgraded, nor given notice or made any public announcement of any intended or potential downgrading or of any review or surveillance with negative implications of, the ratings accorded to the Class A Notes; and
- (k) no supplement having been prepared pursuant to clause 4.1(p), 4.2(g), and/or 12.4.

13.2 In the event that any of the conditions set out in subclause 13.1 is not satisfied on or before the Closing Date, this Agreement shall (subject as mentioned below) terminate and the parties hereto shall (except for the liability of the Issuer and the Seller in relation to expenses as provided under, or under any arrangements referred to in, clause 6 and except for clause 9 and any liability arising before or in relation to such termination) be under no further liability arising out of this Agreement, provided that the Managers and the Initial Notes Purchaser may in their discretion and by notice to the Issuer and the Seller waive satisfaction of any of the above conditions or of any part of them.

14. NOTE PURCHASER'S REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

14.1 (a) Each Note Purchaser understands that the Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S or pursuant to any other exemption from the registration requirements of the Securities Act. Each Note Purchaser represents, warrants and agrees that it has not offered or sold, and will not offer or sell, any Notes constituting part of its allotment within the United States except in accordance with Rule 903 of Regulation S under the Securities Act. Each Note Purchaser also represents, warrants and agrees that it has offered and sold the Notes, and will offer and sell the Notes (i) as part of their distribution at any time and (ii) otherwise until 40 days after the later of the commencement of the offering and the Closing Date (the **distribution compliance period**), only in accordance with Rule 903 of Regulation S under the Securities Act. Each Note Purchaser agrees that, at or prior to confirmation of sale of Notes it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Notes from it during the distribution compliance period a confirmation or notice to substantially the following effect:

"The Securities covered hereby have not been registered under the U.S. Securities Act of 1933, as amended (the **Securities Act**), and may not be offered and sold within the United States or to, or for the account or benefit of, U.S. persons (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the closing date, except in either case in accordance with Regulation S (or Rule 144A if available) under the Securities Act. Terms used above have the meaning given to them by Regulation S."

Terms used in subclause 14.1(a) have the meanings given to them by Regulation S.

(b) Each Note Purchaser represents and agrees that neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to the Notes, and it and they have complied and will comply with the offering restrictions requirement of Regulation S. Terms used above have the meaning given to them by Regulation S.

14.2 Each Note Purchaser represents, warrants and agrees that, except to the extent permitted under U.S. Treas. Reg. §1.163-5(c)(2)(i)(D) (or any successor United States Treasury Regulation section, including without limitation, regulations issued in accordance with Internal Revenue Service Notice 2012-20 or otherwise in connection with the United States Hiring Incentives to Restore Employment Act of 2010) (the **D Rules**), (i) it has not offered or sold, and during the restricted period will not offer or sell, the Notes in bearer form to a person who is within the United States or its possessions

or to a United States person and (ii) it has not delivered and will not deliver within the United States or its possessions definitive Notes in bearer form that are sold during the restricted period.

- 14.3 Each Note Purchaser represents, warrants and agrees that it has and throughout the restricted period will have in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling the Notes in bearer form are aware that the Notes in bearer form may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a United States person, except as permitted by the D Rules.
- 14.4 Each Note Purchaser which is a United States person represents that it is acquiring Notes for purposes of resale in connection with their original issuance and that if it retains any Notes in bearer form for its own account, it will only do so in accordance with the requirements of U.S. Treas. Reg. §1.163-5(c)(2)(i)(D)(6) (or any successor United States Treasury Regulation section, including without limitation, regulations issued in accordance with Internal Revenue Service Notice 2012-20 or otherwise in connection with the United States Hiring Incentives to Restore Employment Act of 2010).
- 14.5 Each Note Purchaser agrees that, with respect to each affiliate that acquires from it Notes in bearer form for the purpose of offering or selling such Notes in bearer form during the restricted period, it either (i) repeats and confirms the representations and agreements contained in subclauses 14.2, 14.3 and 14.4 above, on its behalf or (ii) will obtain from such affiliate for the benefit of the Issuer the representations and agreements contained in subclauses 14.2 and 14.3 above.
- 14.6 Terms used in subclauses 14.2, 14.3, 14.4 and 14.5 above have the meanings given to them by the U.S. Internal Revenue Code and regulations thereunder, including the D Rules.
- 14.7 Each Note Purchaser represents, warrants and agrees that:
- (a) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom; and
 - (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer.
- 14.8 Each Note Purchaser undertakes that it will not, directly or indirectly, offer or sell any Notes or have in its possession, distribute or publish any offering circular, prospectus, form of application, advertisement or other document or information in respect of the Notes in any country or jurisdiction except under circumstances that will result in compliance with any applicable laws and regulations and all offers and sales of Notes by it will be made on the same terms.
- 14.9 Without prejudice to the generality of subclause 14.7(b), each Note Purchaser agrees that it will obtain any consent, approval or permission which is required for the offer, purchase or sale by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such offers, purchases or sales and it will comply with all such laws and regulations.
- 14.10 The representations, warranties and undertakings of each of the Note Purchasers under this clause 14 are several and not joint.

15. TERMINATION

- 15.1 Notwithstanding anything contained in this Agreement (in particular (without limitation) notwithstanding the termination described in clause 13.2), the Managers may by notice to the Issuer and the Seller terminate this Agreement at any time before the time on the Closing Date when payment would otherwise be due under this Agreement to the Issuer in respect of the Notes if, in the opinion of the Managers there shall have been such a change in national or international monetary, financial, political or economic conditions or currency exchange rates or exchange controls as would in its view be likely to prejudice materially the success of the offering and distribution of the Notes or dealings in the Notes in the secondary market.
- 15.2 Upon the notice being given the parties to this Agreement shall (except for the liability of the Issuer and the Seller in relation to expenses as provided in clause 6 and except for clause 9 and any liability arising before or in relation to such termination) be released and discharged from their respective obligations under this Agreement.

16. NOTICES

- 16.1 Any notice or notification in any form to be given pursuant to this Agreement may be delivered in person or sent by fax or telephone addressed to:

- (a) if to the Issuer:

Brass No.4 PLC
c/o Wilmington Trust SP Services (London) Limited
Third Floor
1 King's Arms Yard
London EC2R 7AF

Fax number: +44 (0)20 7397 3601

Attention of: The Directors

- (b) if to the Seller or VFN Purchaser:

Accord Mortgages Limited
c/o Yorkshire Building Society
Yorkshire House, Yorkshire Drive
Bradford
West Yorkshire BD5 8LJ

Fax number: +44 (0)1 2743 91858

Attention of: Treasury Operations Manager

(c) if to the Initial Notes Purchaser:

Yorkshire Building Society
Yorkshire House
Yorkshire Drive
Bradford
West Yorkshire BD5 8LJ

Fax number: +44 (0)1 2743 91858

Attention of: Treasury Operations Manager

(d) if to RBS:

The Royal Bank of Scotland plc
135 Bishopsgate
London EC2M 3UR

Fax number: +44 (0)20 70855510

Attention of: Head of FI Secured Debt

(e) if to Lloyds:

Lloyds Bank plc
10 Gresham Street
London
EC2V 7AE

Tel. number: +44 (0) 20 7158 2110

Email: bob.paterson@lloydsbanking.com

Attention of: Head of ABS Syndicate

(f) if to JPMorgan:

J.P. Morgan Securities plc
25 Bank Street
Canary Wharf
London E14 5JP

Fax number: +44 (0)20 34930682

Attention of: Head of ABS Syndicate and Head of EMEA Debt Capital Markets Group,
Legal

16.2 Any such notice or notification shall be in English and shall take effect, in the case of a letter, at the time of delivery, in the case of fax, at the time of despatch and, in the case of telephone, when made.

16.3 Any notice or notification made by telephone shall be confirmed by letter or fax but failure to send or receive the confirmation shall not invalidate the original notice or notification.

17. GOVERNING LAW AND JURISDICTION

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

17.2 Each of the Issuer and the Seller agrees for the benefit of the Managers that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement (including a dispute relating to any non-contractual obligations arising out of or in connection with this Agreement) and accordingly submit to the exclusive jurisdiction of the courts of England.

18. COUNTERPARTS

This Agreement may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of the Agreement.

19. AGREEMENT AMONG MANAGERS

The execution of this Agreement on behalf of all parties hereto will constitute acceptance by each Manager of the ICMA Agreement Among Managers Version 1 subject to any amendment that the Managers may agree to in writing.

IN WITNESS whereof this Agreement has been executed as a deed and has been delivered on the date first above written.

SIGNATORIES

ISSUER

EXECUTED and DELIVERED as a DEED)
for and on behalf of **BRASS NO.4 PLC**)
acting by its authorised signatory:)



Mark Filer
Director

in the presence of:

Witness:



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

SELLER

EXECUTED and DELIVERED as a DEED)
by **ACCORD MORTGAGES LIMITED**)
acting by its Attorney)

Attorney

in the presence of:

Witness:

Name:

Address:

INITIAL NOTES PURCHASER

The **COMMON SEAL** of)
YORKSHIRE BUILDING SOCIETY)
is affixed to this **DEED** in the presence of:)

By authority of the Board of Directors

SIGNATORIES

ISSUER

EXECUTED and DELIVERED as a DEED)
for and on behalf of **BRASS NO.4 PLC**)
acting by its authorised signatory:)

in the presence of:

Witness:

Name:

Address:


SELLER

EXECUTED and DELIVERED as a DEED)
by **ACCORD MORTGAGES LIMITED**)
acting by its Attorney)

Attorney **DAWN HOWARD**



in the presence of:

Witness: 

Name: **RANDIP SINGH**

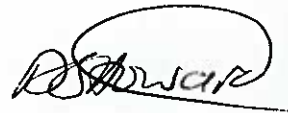
Address:

YORKSHIRE BUILDING SOCIETY
GROUP LEGAL
YORKSHIRE HOUSE, YORKSHIRE DRIVE
BRADFORD BD5 8LJ
TELEPHONE (01274) 740740

INITIAL NOTES PURCHASER

The **COMMON SEAL** of)
YORKSHIRE BUILDING SOCIETY)
is affixed to this **DEED** in the presence of:)

DAWN HOWARD
By authority of the Board of Directors



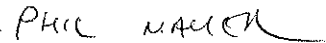
MANAGER

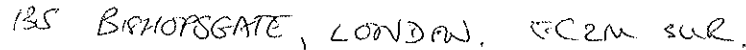
EXECUTED and DELIVERED as a DEED
by **THE ROYAL BANK OF SCOTLAND PLC**
acting by its Authorised Signatory

)
) 
)

in the presence of: 

Witness:

Name: 

Address: 

MANAGER

EXECUTED and DELIVERED as a DEED
by **LLOYDS BANK PLC**
acting by its Authorised Signatory

)
)
)

in the presence of:

Witness:

Name:

Address:

MANAGER

EXECUTED and DELIVERED as a DEED
by **J.P. MORGAN SECURITIES PLC**
acting by its Authorised Signatory

)
)
)

in the presence of:

Witness:

Name:

Address:

MANAGER

EXECUTED and DELIVERED as a DEED)
by **THE ROYAL BANK OF SCOTLAND PLC**)
acting by its Authorised Signatory)

in the presence of:

Witness:

Name:

Address:

MANAGER

EXECUTED and DELIVERED as a DEED)
by **LLOYDS BANK PLC**)
acting by its Authorised Signatory)



RICHARD INNES
ASSOCIATE DIRECTOR

in the presence of:

Witness: J. Perry

Name: Jodie Perry

Address: 10 Gresham Street, London EC2V 7AE

MANAGER

EXECUTED and DELIVERED as a DEED)
by **J.P. MORGAN SECURITIES PLC**)
acting by its Authorised Signatory)

in the presence of:

Witness:

Name:

Address:

MANAGER

EXECUTED and DELIVERED as a DEED)
by **THE ROYAL BANK OF SCOTLAND PLC**)
acting by its Authorised Signatory)

in the presence of:

Witness:

Name:

Address:

MANAGER

EXECUTED and DELIVERED as a DEED)
by **LLOYDS BANK PLC**)
acting by its Authorised Signatory)

in the presence of:


Witness:

Name:

Address:

MANAGER

EXECUTED and DELIVERED as a DEED)
by **J.P. MORGAN SECURITIES PLC**)
acting by its Authorised Signatory)


MANSOOR SIRINATHSINGA

in the presence of:

Witness:



Name:

FANG LU

Address:

25 Bank Street
London E14 5JP

