

EXECUTION

AGENCY AGREEMENT

__ NOVEMBER 2016

BRASS NO.5 PLC
as **Issuer**

and

U.S. BANK TRUSTEES LIMITED
as **Security Trustee and Note Trustee**

and

ELAVON FINANCIAL SERVICES DAC, ACTING THROUGH ITS UK BRANCH
as **Principal Paying Agent and Agent Bank**

and

YORKSHIRE BUILDING SOCIETY
as **Class Z VFN Registrar**

ALLEN & OVERY

Allen & Overy LLP

0017744-0000095 ICM:24761511.3

CONTENTS

Clause	Page
1. Definitions and Interpretation	2
2. Appointment of the Agents	2
3. Authentication, effectuation and delivery of the Notes	3
4. Replacement Notes	4
5. Payments to the Principal Paying Agent and the Class Z VFN Registrar.....	4
6. Payments to Noteholders	6
7. Duties of the Agent Bank.....	10
8. Duties of the Paying Agents and Class Z VFN Registrar	10
9. Fees and expenses	13
10. Terms of appointment	14
11. Changes in Agents	18
12. Confidentiality	20
13. Obligation of Companies	22
14. Limited Recourse / Non-Petition	23
15. Notices	24
16. Law and Jurisdiction	26
17. Rights of Third Parties	26
18. Modification.....	26
19. Invalidity of any Provision.....	27
20. Counterparts.....	27
Schedule	
1. Form of Tax Certificate	28
2. Specified Offices.....	30
Signatories.....	31

THIS AGREEMENT is made on __ November 2016

BETWEEN:

- (1) **BRASS NO.5 PLC** (registered number 09728202), a public limited company incorporated under the laws of England and Wales whose registered office is at c/o Wilmington Trust SP Services (London) Limited, Third Floor, 1 King's Arms Yard, London EC2R 7AF (acting in its capacity as the **Issuer**);
- (2) **ELAVON FINANCIAL SERVICES DAC, ACTING THROUGH ITS UK BRANCH**, (registered number FC027535), a private limited company incorporated under the laws of Ireland, operating in the United Kingdom under branch registration number BR009373, acting through its London office at 125 Old Broad Street, Fifth Floor, London EC2N 1AR (acting in its capacity as the **Principal Paying Agent**, which expression shall include such person and all other persons for the time being acting as principal paying agent pursuant to this Agreement);
- (3) **ELAVON FINANCIAL SERVICES DAC, ACTING THROUGH ITS UK BRANCH**, (registered number FC027535), a private limited company incorporated under the laws of Ireland, operating in the United Kingdom under branch registration number BR009373, acting through its London office at 125 Old Broad Street, Fifth Floor, London EC2N 1AR (acting in its capacity as the **Agent Bank**", which expression shall include such person and all other persons for the time being acting as agent bank for the time being pursuant to this Agreement);
- (4) **U.S. BANK TRUSTEES LIMITED** (registered number 02379632), a private limited company incorporated under the laws of England and Wales whose registered office is at 125 Old Broad Street, Fifth Floor, London EC2N 1AR (the **Note Trustee**, which expression shall include such person and all other persons for the time being acting as note trustee or note trustees under the Trust Deed);
- (5) **U.S. BANK TRUSTEES LIMITED** (registered number 02379632), a private limited company incorporated under the laws of England and Wales whose registered office is at 125 Old Broad Street, Fifth Floor, London EC2N 1AR (the **Security Trustee**, which expression shall include such persons and all other persons for the time being acting as security trustee or security trustees under the Deed of Charge); and
- (6) **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 (the **Class Z VFN Registrar**, which expression shall include such persons and all other persons for the time being acting as Class Z VFN registrar pursuant to this Agreement).

WHEREAS:

- (A) The Issuer has authorised the creation and issue of the Class A Notes and the Class Z VFN (together, the **Notes**).
- (B) The Notes are constituted by, are subject to, and have the benefit of, the Trust Deed.
- (C) The Class A Notes will initially be represented by a temporary Global Note (the **Temporary Global Note**) in or substantially in the form set out in the **Schedule 1** (Form of the Temporary Global Note) to the Trust Deed which will be exchanged in accordance with its terms for a permanent Global Note (the **Permanent Global Note** and, together with the Temporary Global Note, the **Global Notes**) in or substantially in the form also set out in the **Schedule 2** (Form of the Permanent Global Note) to

the Trust Deed. The Global Notes may be exchangeable for Class A Notes in definitive bearer form (the **Definitive Notes** and, together with the Global Notes, the **Note Certificate**).

- (D) The Class Z VFN will be issued in dematerialised registered form and no certificate evidencing entitlement to the Class Z VFN will be issued.
- (E) The Notes are secured pursuant to the Deed of Charge.
- (F) The parties to this Agreement (each a **Party** and together the **Parties**) wish to record certain arrangements which they have made in relation to payments and the setting of interest rates in respect of the Notes.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

The master definitions and construction schedule made between, amongst others, the parties hereto and dated on or about the date hereof (as the same may be amended, varied or supplemented from time to time with the consent of the parties thereto) (the **Master Definitions and Construction Schedule**) is expressly and specifically incorporated into this Agreement and, accordingly, the expressions defined in the Master Definitions and Construction Schedule shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Agreement, including the Recitals hereto and this Agreement shall be construed in accordance with the interpretation provisions set out in **Clause 2** (Interpretation and Construction) of the Master Definitions and Construction Schedule.

In this agreement:

Applicable Law means any law or regulation; and

Authority means any competent regulatory, prosecuting, Tax or governmental authority in any jurisdiction.

2. APPOINTMENT OF THE AGENTS

2.1 Appointment

Upon and subject to the terms of this Agreement, the Issuer hereby appoints to carry out each of its respective obligations:

- (a) the Principal Paying Agent as principal paying agent in respect of the Class A Notes;
- (b) the Agent Bank as agent bank for the purpose of determining the interest payable in respect of the Notes; and
- (c) the Class Z VFN Registrar as registrar for the purpose of recording the holders of the Class Z VFN and as paying agent in respect of the Class Z VFN.

2.2 Acceptance of appointment

Each Agent accepts its appointment as agent of the Issuer in relation to the Notes and agrees to comply with the provisions of this Agreement and the Conditions.

2.3 Several Obligations

- (a) The obligations of the Agents are several and not joint.
- (b) Nothing in this Agreement shall require the Principal Paying Agent to carry on an activity of the kind specified by any provision of Part II (other than article 5 (accepting deposits)) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, or to lend money to the Issuer.

3. AUTHENTICATION, EFFECTUATION AND DELIVERY OF THE NOTES

- (a) The Issuer shall deliver the Temporary Global Note in respect of the Class A Notes (duly executed on behalf of the Issuer) to the Principal Paying Agent not later than 12.00 noon (London time) on the Business Day prior to the Closing Date.
- (b) The Issuer undertakes that each Permanent Global Note (duly executed on behalf of the Issuer) will be available to be exchanged for interests in the relevant Temporary Global Note in accordance with the terms of each Temporary Global Note.
- (c) If a Global Note is to be exchanged in accordance with its terms for Definitive Notes, the Issuer undertakes that it will deliver to, or to the order of, the Principal Paying Agent, as soon as reasonably practicable and in any event not later than fifteen (15) days before the relevant exchange is due to take place, Definitive Notes in an amount equal to the Principal Amount Outstanding represented by the relevant Global Note to be issued in exchange for the Global Note. Where a Global Note is exchanged for Definitive Notes, the Principal Paying Agent is authorised by the Issuer and instructed to deliver the Definitive Notes to or to the order of Euroclear and/or Clearstream, Luxembourg. Each Definitive Note so delivered shall be duly executed on behalf of the Issuer.
- (d) The Issuer authorises and instructs the Principal Paying Agent to (i) authenticate the Global Notes and to deliver such Global Notes pursuant to **Clause 3(c)**, (ii) transmit such Global Notes electronically to the Common Safekeeper and to give effectuation instructions in respect of the Global Notes following its authentication thereof and (iii) instruct Euroclear and Clearstream, Luxembourg to make the appropriate entries in their records to reflect the initial outstanding aggregate principal amount of the Notes and to reflect any exchange and any payments or shortfall (other than by reason of FATCA Withholding) thereof of interest and principal on the relevant Notes. The Issuer further authorises and instructs the Principal Paying Agent to destroy each Global Note retained by it following its receipt of confirmation from the Common Safekeeper that the relevant Global Note has been effectuated.
- (e) The Issuer authorises and instructs the Principal Paying Agent to (i) cause interests in each Temporary Global Note to be exchanged for interests in the relevant Permanent Global Note and interests in a Global Note to be exchanged for Definitive Notes in accordance with their respective terms and (ii) instruct Euroclear and Clearstream, Luxembourg to make appropriate entries in their records to reflect such exchanges. Following the exchange of the last interest in the Global Note, the Principal Paying Agent shall cause such Global Note to be cancelled and delivered to the Issuer or as it may direct.
- (f) The Issuer may use for the purposes of executing any Global Notes or Definitive Notes, the facsimile signature of any person who at the date of this Agreement was duly authorised to sign the same on behalf of the Issuer, even if at the time of issue of such Global Note or Definitive Note, such person no longer holds (for whatever reason including death) the relevant office and any Global Note so executed and authenticated will be valid and binding

obligations of the Issuer. No Global Note or Definitive Note shall be valid for any purpose until it has been duly executed by the Issuer and authenticated by or on behalf of the Principal Paying Agent.

4. REPLACEMENT NOTES

4.1 Delivery of replacements

Subject to receipt of replacement Global Notes and/or Definitive Notes (as the case may be), the Principal Paying Agent shall upon and in accordance with the instructions of the Issuer (which instructions may, without limitation, include terms as to the payment of expenses and as to evidence, security and indemnity), complete, authenticate and deliver a Global Note or Definitive Note which the Issuer has determined to issue as a replacement for any Global Note or Definitive Note which has been mutilated or defaced, which has been or is alleged to have been destroyed, stolen or lost; provided however that the Principal Paying Agent shall not deliver or issue any replacement Global Note or Definitive Note:

- (a) if the Global Note or Definitive Note being replaced has been mutilated or defaced otherwise than against surrender of the same; and
- (b) until the claimant has furnished the Principal Paying Agent with such evidence, security and indemnity as the Issuer and/or the Principal Paying Agent may reasonably require and has paid such costs and expenses as may be incurred in connection with such replacement.

4.2 Replacements to be numbered

Each replacement Global Note or Definitive Note delivered hereunder shall bear a unique serial number.

4.3 Cancellation and destruction

The Principal Paying Agent shall cancel and destroy, in accordance with **Clause 8.9** (Destruction) each mutilated or defaced Global Note or Definitive Note surrendered to it in respect of which a replacement Global Note or Definitive Note has been delivered.

4.4 Notification

The Principal Paying Agent shall notify the Issuer, the Paying Agents and the Note Trustee of the delivery by it of any replacement Global Note or Definitive Note specifying the serial number thereof and the serial number (if any and if known) of the Global Note or Definitive Note which it replaces and confirming (if such is the case) that the Global Note or Definitive Note which it replaces has been cancelled and destroyed in accordance with **Clause 4.3** (Cancellation and destruction) and **Clause 8.9** (Destruction).

5. PAYMENTS TO THE PRINCIPAL PAYING AGENT AND THE CLASS Z VFN REGISTRAR

5.1 Issuer to pay Principal Paying Agent and Class Z VFN Registrar

In order to provide for the payment of principal and interest in respect of the Class A Notes and the Class Z VFN on any day the same becomes due and payable, the Issuer shall on such date and in accordance with **Clause 5.2** (Manner and time of payment), pay to the Principal Paying Agent and the Class Z VFN Registrar (as applicable) an amount equal to the aggregate amount of principal and/or (as the case may be) interest falling due for payments in respect of the Class A Notes and

Class Z VFN (as applicable) on such date. For the avoidance of doubt, payments by the Issuer in respect of the Class Z VFN shall be made directly by the Issuer to the Class Z VFN Registrar.

5.2 Manner and time of payment

Each amount payable by the Issuer under **Clause 5.1** (Issuer to pay Principal Paying Agent and Class Z VFN Registrar) shall be paid unconditionally by credit transfer in the Agreed Currency and in freely transferable, cleared funds not later than 10.00 a.m. (London time) on the relevant day to such account with such bank as the Principal Paying Agent or Class Z VFN Registrar, as applicable, may from time to time by notice to the Issuer (with a copy to the Note Trustee and the Security Trustee) specify for such purpose.

5.3 Notice of payment

The Issuer shall, before 10.00 a.m. (London time) on or prior to the third Business Day before the due date of each payment by, or procured by, it under **Clause 5.1** (Issuer to pay Principal Paying Agent and Class Z VFN Registrar), procure that the Principal Paying Agent (in respect of the Class A Notes), the Class Z VFN Registrar (in respect of the Class Z VFN) and the Note Trustee shall receive:

- (a) a copy of an irrevocable payment instruction to the bank through which the payment is to be made;
- (b) a notice setting out the amounts of principal and/or (as the case may be) interest in the Agreed Currency to be paid in respect of each Class A Note and Class Z VFN (as applicable) on the relevant due dates.

5.4 Exclusion of liens and interest

The Principal Paying Agent and the Class Z VFN Registrar (as applicable) shall be entitled to deal with each amount paid to it under this **Clause 5** in the same manner as other amounts paid to it as a banker by its customers **provided that**:

- (a) it shall not exercise against the Issuer any lien, right of set-off, right of combination of accounts or similar claim in respect of monies received by it in connection with its activities hereunder; and
- (b) it shall not be liable to any person for interest thereon; and
- (c) it shall not be required to segregate any money held by it except as may be required by law.

5.5 Application by Principal Paying Agent and Class Z VFN Registrar

The Principal Paying Agent and the Class Z VFN Registrar (as applicable) shall apply (or direct or cause application of) each amount paid to it hereunder in accordance with **Clause 6** (Payments to Noteholders) (and shall, until such time, hold such amounts as agent for the Issuer) and shall not be obliged to repay any such amount unless the claim for the relevant payment becomes void under Condition 9 (*Prescription*), in which event it shall refund at the written request of the Issuer such portion of such amount as relates to such payment by paying the same by credit transfer in the Agreed Currency to such account with such bank as the Issuer has by notice to the Principal Paying Agent or the Class Z VFN Registrar (as applicable) specified for the purpose.

5.6 Failure to receive timely payment

The Principal Paying Agent and the Class Z VFN Registrar (as applicable) shall forthwith notify the Issuer, the Note Trustee and each other Paying Agent by fax or e-mail:

- (a) if it has not, by the relevant time specified in **Clause 5.2** (Manner and time of payment), received unconditionally the full amount in the Agreed Currency required for any payment; and
- (b) if it receives unconditionally the full amount of any sum due in respect of the Notes after the date specified in **Clause 5.1** (Issuer to pay Principal Paying Agent and Class Z VFN Registrar).

5.7 Absence of notice

In the event that there is more than one Paying Agent and in the absence of any notice from the Principal Paying Agent under **Clause 5.6** (Failure to receive timely payment), each other Paying Agent shall be entitled (but not obliged) to:

- (a) assume that the Principal Paying Agent has received the full amount of principal and interest payable in respect of the Notes on the relevant due date;
- (b) pay amounts of principal and interest then payable on the Notes in accordance with the Conditions and the terms of this Agreement; and
- (c) claim any amounts so paid by it from the Principal Paying Agent.

6. PAYMENTS TO NOTEHOLDERS

6.1 Payments in respect of the Class A Notes

- (a) Subject to **Clause 6.1(c)**, each Paying Agent acting through its Specified Office shall make payments of principal and interest in respect of the Class A Notes in accordance with the Conditions (and, in the case of the Class A Notes evidenced by a Global Note, the terms thereof) **provided that** if any Global Note or Definitive Note is presented or surrendered for payment to any Paying Agent and such Paying Agent has delivered a replacement therefor or has been notified that the same has been replaced, such Paying Agent shall forthwith notify the Issuer and (if it is not itself the Principal Paying Agent) the Principal Paying Agent of such presentation or surrender and shall not make payment against such presentation or surrender until it is so instructed by the Issuer and has received the amount to be so paid.
- (b) Whilst any Notes are represented by a Global Note, all payments due in respect of the Notes shall be made to, or to the order of, the holder of the Global Note, subject to and in accordance with the provisions of the Global Note. On the occasion of each payment, the Principal Paying Agent shall instruct Euroclear and Clearstream, Luxembourg to make the appropriate entries in their records to reflect such payment.
- (c) A Paying Agent shall not be obliged (but shall be entitled) to make payments of principal or interest in respect of the Class A Notes, if:
 - (i) in the case of the Principal Paying Agent it has not received the full amount of any payment due to it under **Clause 5.1** (Issuer to pay Principal Paying Agent and Class Z VFN Registrar) in accordance with the timing set out in **Clause 5.2** (Manner and time of payment); or

- (ii) in the case of each other Paying Agent:
 - (A) it has been notified in accordance with **Clause 5.6** (Failure to receive timely payment) that confirmation of the relevant payment instructions has not been received, unless it is subsequently notified that confirmation of such payment instructions has been received; or
 - (B) it is not able to establish that the Principal Paying Agent has received (whether or not at the due time) the full amount of any payment due to it under **Clause 5.1** (Issuer to pay Principal Paying Agent and Class Z VFN Registrar).
- (iii) Each Paying Agent shall cancel each Note Certificate against surrender of which it has made full payment and shall, in the case of a Paying Agent other than the Principal Paying Agent, deliver each Note Certificate so cancelled by it to, or to the order of, the Principal Paying Agent.
- (d) If any payment provided for in **Clause 5.1** (Issuer to pay Principal Paying Agent and Class Z VFN Registrar) is made late but otherwise in accordance with this Agreement the Paying Agents will nevertheless make such payments in respect of the Notes but shall only be obliged to make the relevant payment on the succeeding Business Day.

6.2 Payments in respect of the Class Z VFN

The Class Z VFN Registrar shall make payments of principal and interest in respect of the Class Z VFN in accordance with the Conditions and the Trust Deed **provided that** the Class Z VFN Registrar shall not pay any relevant Interest Amount to the holder of the Class Z VFN and such holder shall not be entitled to receive such relevant Interest Amount on any Interest Payment Date free of any relevant withholding or deduction for or on account of United Kingdom income tax, unless and until (a) the proposed holder of the Class Z VFN has provided to the Issuer and the Class Z VFN Registrar a tax certificate substantially in the form set out in **Schedule 1** (Form of Tax Certificate) hereto and (b) the Issuer (or the Cash Manager on behalf of the Issuer in accordance with the terms of the Cash Management Agreement) has confirmed in writing to the Class Z VFN Registrar (as paying agent for the Class Z VFN and as registrar) that such Interest Amount in respect of the Class Z VFN can be paid free of any relevant withholding or deduction for or on account of United Kingdom income tax. The Class Z VFN Registrar shall upon receipt of such confirmation make a note of such confirmation in the Class Z VFN Register.

6.3 Exclusion of liens and commissions

Neither the Paying Agents (in respect of the Class A Notes) nor the Class Z VFN Registrar (in respect of the Class Z VFN) shall exercise any lien, right of set-off or similar claim against any person to whom it makes any payment under **Clause 6.1** (Payments in respect of the Class A Notes) or **Clause 6.2** (Payments in respect of the Class Z VFN) (as applicable) nor shall any commission or expense be charged by it to any such person in respect thereof.

6.4 Reimbursement by Principal Paying Agent

If a Paying Agent other than the Principal Paying Agent makes any payment in accordance with **Clause 6.1** (Payments in respect of the Class A Notes):

- (a) it shall notify the Principal Paying Agent of the amount so paid by it; and
- (b) subject to and to the extent of compliance by the Issuer with **Clause 5.1** (Issuer to pay Principal Paying Agent and Class Z VFN Registrar) (whether or not at the due time), the

Principal Paying Agent shall pay to such Paying Agent (if any) out of the funds received by it under **Clause 5.1** (Issuer to pay Principal Paying Agent and Class Z VFN Registrar), by credit transfer in the Agreed Currency and in freely transferable, cleared funds to such account with such bank as such Paying Agent has by notice to the Principal Paying Agent specified for the purpose, an amount equal to the amount so paid by such Paying Agent.

6.5 Appropriation by Principal Paying Agent

If the Principal Paying Agent makes any payment in accordance with **Clause 6.1** (Payments in respect of the Class A Notes), it shall be entitled to appropriate for its own account out of the funds received by it under **Clause 5.1** (Issuer to pay Principal Paying Agent and Class Z VFN Registrar) an amount equal to the amount so paid by it.

6.6 Reimbursement by Issuer

Subject to **Clauses 6.1(a)** and **6.1(c)**, if a Paying Agent (including the Principal Paying Agent) makes a payment in respect of the Class A Notes on or after the due date for such payment under the Conditions at a time at which the Principal Paying Agent has not received the full amount of the relevant payment due to it under **Clause 5.1** (Issuer to pay Principal Paying Agent and Class Z VFN Registrar) and the Principal Paying Agent is not able out of funds received by it under **Clause 5.1** (Issuer to pay Principal Paying Agent and Class Z VFN Registrar) to reimburse such Paying Agent therefor (whether by payment under **Clause 6.4** (Reimbursement by Principal Paying Agent) or appropriation under **Clause 6.5** (Appropriation by Principal Paying Agent)), the Issuer shall from time to time on demand pay to the Principal Paying Agent for the account of such Paying Agent:

- (a) the amount so paid out by such Paying Agent and not so reimbursed to it; and
- (b) an amount sufficient to indemnify such Paying Agent against any cost, loss or expense (including, without limitation, amounts representing its properly incurred costs of funding) which it incurs as a result of making such payment and not receiving reimbursement of such amount;

provided that any payment made under this **Clause 6.6** shall be deemed to be satisfaction of the obligations of the Issuer under **Clause 5.1** (Issuer to pay Principal Paying Agent and Class Z VFN Registrar).

6.7 Partial payments

If at any time and for any reason a Paying Agent makes a partial payment in respect of a Global Note or any Definitive Note presented for payment to it, such Paying Agent shall enface thereon a statement indicating the amount and date of such payment. In addition, if, on any due date for payment, less than the full amount of any principal or interest is paid in respect of any of the Class A Notes, the Paying Agent to whom the Note is presented shall procure that the Note is enfaced with a memorandum of the amount paid and the date of payment. If, on any due date for payment, less than the full amount of any principal or interest is paid in respect of the Class Z VFN, the Class Z VFN Registrar will note on the Class Z VFN Register a memorandum of the amount and date of any payment then made and, if the Global Note or any Definitive Note is presented for payment in accordance with the Conditions and no payment is then made, the date of presentation of the Global Note or (as the case may be) such Definitive Note.

6.8 Withholdings or deductions

- (a) Unless the Principal Paying Agent is notified in writing by the Issuer to the contrary, the Principal Paying Agent shall be entitled to assume that payments in respect of the Class A

Notes can be made (including by the Principal Paying Agent) free and clear of, and without withholding or deduction of any amount for or on account of any taxes, duties, assessments or government charges.

- (b) If the Issuer is, in respect of any payment in respect of the Notes, compelled to withhold or deduct any amount for or on account of any taxes, duties, assessments or governmental charges, it shall give notice of that fact to the Agents as soon as it becomes aware of the requirement to make the withholding or deduction and shall give to the Agents such information as it shall require to enable it to comply with the requirement. In respect of the Class Z VFN, if the Issuer receives a Tax Certificate from a Qualifying Noteholder, the Issuer (or the Cash Manager on behalf of the Issuer in accordance with the terms of the Cash Management Agreement) will confirm in writing to the Class Z VFN Registrar (as paying agent for the Class Z VFN and as registrar) that the relevant Interest Amount in respect of the Class Z VFN can be paid to such Qualifying Noteholder free of any relevant withholding or deduction for or on account of United Kingdom income tax.
- (c) Notwithstanding any other provision of this Agreement, the Principal Paying Agent or the Class Z VFN Registrar (as applicable) shall be entitled to make a deduction or withholding from any payment which it makes under this Agreement for or on account of any present or future taxes, duties, assessments or government charges if and to the extent so required by applicable law, in which event the Principal Paying Agent or the Class Z VFN Registrar (as applicable) shall make such payment after such withholding or deduction has been made and shall account to the relevant authorities for the amount so withheld or deducted.
- (d) In the event that the Issuer determines in its sole discretion that any deduction or withholding for or on account of any Tax will be required by Applicable Law in connection with any payment due to any of the Agents on any Notes, then the Issuer will be entitled to redirect or reorganise any such payment in any way that it sees fit in order that the payment may be made without such deduction or withholding provided that, any such redirected or reorganised payment is made through a recognised institution of international standing and otherwise made in accordance with this Agreement and the Trust Deed. The Issuer will promptly notify the Agents and the Trustee of any such redirection or reorganisation. For the avoidance of doubt, FATCA Withholding is a deduction or withholding which is deemed to be required by Applicable Law for the purposes of this **Clause 6.8** (Withholdings or deductions).

6.9 Agents to act for Note Trustee and/or Security Trustee

If any Event of Default occurs in respect of the Notes unless the Note Trustee has determined otherwise in accordance with **Clause 20** (Waiver, Authorisation and Determination) of the Trust Deed, the Agents shall, if so required by notice given by the Note Trustee and/or the Security Trustee (as the case may be) to the Agents (or such of them as are specified by the Note Trustee or the Security Trustee (as the case may be)):

- (a) act thereafter, until otherwise instructed by the Note Trustee and/or Security Trustee, as the agents of the Note Trustee under the terms of the Trust Deed and/or the Security Trustee under the terms of the Deed of Charge as applicable, in relation to payments and calculations to be made by or on behalf of the Note Trustee and/or Security Trustee (save that the Note Trustee's and the Security Trustee's liability under any provisions thereof for indemnification, remuneration and payment of out-of-pocket expenses of the Paying Agents or the Agent Bank shall be limited to the amounts for the time being held by the Note Trustee on the trusts of the Trust Deed and/or the Security Trustee on the trusts of the Deed of Charge and available to the Note Trustee and/or the Security Trustee, as applicable, for

such purpose) and thereafter to hold all Notes and all sums, documents and records held by them in respect of Notes on behalf of the Note Trustee; and:

- (b) deliver up all Notes and all sums, documents and records held by them in respect of the Notes held by them in respect of the Notes, to the Note Trustee and/or the Security Trustee or as such Note Trustee and/or Security Trustee shall direct in such notice, **provided that** such notice shall be deemed not to apply to any document or record which any of the Agents is obliged not to release by any law or regulation.

6.10 Agent right to withhold

Notwithstanding any other provision of this Agreement, each Agent shall be entitled to make a deduction or withholding from any payment which it makes under any Notes for or on account of any Tax, if and only to the extent so required by Applicable Law, in which event the Agent shall make such payment after such deduction or withholding has been made and shall account to the relevant Authority within the time allowed for the amount so deducted or withheld or, at its option, shall reasonably promptly after making such payment return to the Issuer the amount so deducted or withheld, in which case, the Issuer shall so account to the relevant Authority for such amount. For the avoidance of doubt, FATCA Withholding is a deduction or withholding which is deemed to be required by Applicable Law for the purposes of this **Clause 6.10** (Agent Right to withhold).

7. DUTIES OF THE AGENT BANK

The Agent Bank agrees to comply with the provision of Condition 5 (*Interest*) and this Agreement, in particular, the Agent Bank shall:

- (a) as soon as practicable after determining the Rate of Interest applicable to the Notes on the Interest Determination Date for the relevant Interest Period pursuant to the Conditions, notify the Issuer, the Cash Manager, the Note Trustee, the Principal Paying Agent, the Interest Rate Swap Provider, the Class Z VFN Registrar (in respect of the Class Z VFN only) and in respect of the Class A Notes only, the Irish Stock Exchange (for so long as the Class A Notes are listed on the Official List of the Irish Stock Exchange and admitted to trading on the Irish Stock Exchange's Main Securities Market) thereof;
- (b) publish the Rate of Interest for each Class, the aggregate Interest Amount for each Class and the relevant Interest Payment Date on behalf of the Issuer in accordance with Condition 5 (*Interest*);
- (c) maintain records of the quotations obtained, and all rates determined, by it and make such records available for inspection at all reasonable times and upon reasonable notice by the Issuer, the Paying Agents, the Cash Manager, the Class Z VFN Registrar (in respect of the Class Z VFN only) and the Note Trustee; and
- (d) perform such duties at its Specified Office as are set forth in this Agreement and in the Conditions at the request of the Issuer, the Note Trustee or the Principal Paying Agent.

8. DUTIES OF THE PAYING AGENTS AND CLASS Z VFN REGISTRAR

8.1 Information from Principal Paying Agent

Each Paying Agent shall make available to the Class Z VFN Registrar such information as is reasonably required for the maintenance of the records.

8.2 Cancellation of Definitive Notes

The Issuer may from time to time deliver to the Principal Paying Agent Definitive Notes relating thereto which it has purchased or redeemed pursuant to Condition 7 (*Redemption*) for cancellation, whereupon the Principal Paying Agent shall cancel such Definitive Notes.

8.3 Redemptions

- (a) If the Issuer decides to redeem all the Notes for the time being outstanding under Condition 7 (*Redemption*), it shall give notice of the decision and of the principal amount of Notes which are being redeemed to the Principal Paying Agent, the Class Z VFN Registrar, the Note Trustee, the Security Trustee and the Agent Bank in accordance with the Conditions.
- (b) The Principal Paying Agent shall instruct (a) Euroclear and Clearstream, Luxembourg, in respect of all Class A Notes redeemed by the Issuer and (b) the Class Z VFN Registrar, in respect of the Class Z VFN redeemed by the Issuer to make appropriate entries in their records to reflect such redemptions.

8.4 Forwarding of communications

Each Agent shall promptly forward to the Issuer a copy of any notice or communication addressed to the Issuer by any Noteholder which is received by such Agent.

8.5 Publication and delivery of notices

The Principal Paying Agent shall, upon and in accordance with instructions of the Issuer and/or the Note Trustee or the Security Trustee (as the case may be), arrange for the publication of any notice (provided that, unless otherwise agreed, the Principal Paying Agent receives no less than five (5) Business Days' notice of the details of any such notice) which is to be given to the Class A Noteholders, as applicable, in accordance with Condition 15 (*Notice to Noteholders*) and shall supply a copy thereof to each other Paying Agent, the Note Trustee, the Security Trustee, the Common Safekeeper, the Irish Stock Exchange, Euroclear and Clearstream, Luxembourg.

8.6 Authentication of Definitive Notes

The Principal Paying Agent shall authenticate and deliver any Definitive Note issued upon transfer and in accordance with the Trust Deed and the Conditions in accordance with the Conditions and this Agreement. The Principal Paying Agent shall show the amount of each Note Certificate, the serial numbers thereof, the principal amount outstanding thereof.

8.7 Duties of the Class Z VFN Registrar

The Class Z VFN Registrar shall:

- (a) maintain the Class Z VFN Register showing the amount of the Class Z VFN, the principal amount outstanding thereof and register all transfers of the Class Z VFN in accordance with the terms of the Conditions (subject to (a) the prior written consent of the Issuer and (for so long as any Class A Notes are outstanding) the Note Trustee having been obtained (the Note Trustee shall give its consent to such a transfer if the same has been sanctioned by an Extraordinary Resolution of the Class A Noteholder) and (b) such transferee has certified to, *inter alios*, the Class Z VFN Registrar that it is (A) a person falling within paragraph 3 of Schedule 2A to the Insolvency Act 1986, (B) independent of the Issuer within the meaning of regulation 2(1) of the Taxation of Securitisation Companies Regulations 2006 and (C) a

Qualifying Noteholder by way of a Tax Certificate, this Agreement, the Deed of Charge and the Trust Deed;

- (b) maintain proper records of all such lists of the holder of the Class Z VFN as may be required by the Issuer, the Principal Paying Agent, the Note Trustee or any person authorised by any of them;
- (c) comply with the proper and reasonable requests of the Issuer with respect to the maintenance of the Class Z VFN Register and give to the Principal Paying Agent such information as may be reasonably required by it for the proper performance of its duties;
- (d) record whether a transferee of the Class Z VFN is a Qualifying Noteholder;
- (e) upon and in accordance with instructions of the Issuer and/or the Note Trustee or the Security Trustee (as the case may be), arrange for the delivery of any notice which is to be given to the Class Z VFN Holders in accordance with Condition 15 (*Notice to Noteholders*); and
- (f) notify, as at the date of any request, the Principal Paying Agent and any other Paying Agents in writing of the total principal amount of all drawings under the Class Z VFN on and since the Closing Date less the aggregate amount of all principal payments in respect of such Class Z VFN which have been made since the Closing Date to the date of such request.

8.8 Additional Duties

The Class Z VFN Registrar shall carry out such other acts as may reasonably be necessary to give effect to the Conditions and this Agreement. In carrying out its functions, the Class Z VFN Registrar shall act in accordance with the terms of this Agreement and the relevant Conditions.

8.9 Destruction

The Principal Paying Agent may destroy or procure the destruction of:

- (a) a Global Note following its cancellation; and
- (b) each Global Note and each Definitive Note delivered to or cancelled by it in accordance with **Clause 6.1(d)** (Payments in respect of the Class A Notes) or cancelled by it in accordance with Condition 7.8 (*Cancellation*),

and in each case it shall furnish the Issuer and the Note Trustee on request with a certificate of destruction specifying the serial numbers (if any) of the Global Notes or Definitive Notes destroyed.

8.10 Documents available for inspection

The Issuer shall provide to each Paying Agent and the Note Trustee:

- (a) conformed copies of this Agreement, the Trust Deed and all other Transaction Documents;
- (b) if the provisions of Condition 7.4 (*Optional Redemption of the Class A Notes for Taxation or Other Reasons*) become relevant in relation to the Notes, the documents contemplated under Condition 7.4 (*Optional Redemption of the Class A Notes for Taxation or Other Reasons*); and

- (c) such other document as may from time to time be required by the Irish Stock Exchange or the Central Bank to be made available at the Specified Office of the Paying Agent having its Specified Office in London,

and the Principal Paying Agent shall make available for inspection during normal business hours at its Specified Office the documents referred to above and all other Transaction Documents and, upon request, will allow copies of such documents to be taken.

8.11 Meetings of Noteholders

The provisions for meetings of Noteholders as set out in **Schedule 4** (Provisions for Meetings of Noteholders) of the Trust Deed shall apply to meetings of the Noteholders and shall have effect as if set out in this Agreement.

8.12 Voting Certificates and Block Voting Instructions

The Principal Paying Agent shall, at the request of any Class A Noteholder, issue Voting Certificates and Block Voting Instructions in a form and manner which comply with the provisions for meetings of Noteholders set out in **Schedule 4** (Provisions for Meetings of Noteholders) of the Trust Deed. The Principal Paying Agent shall keep a full record of Voting Certificates and Block Voting Instructions issued by it and shall give to the Issuer and the Note Trustee, not less than 24 hours before the time appointed for any meeting, full particulars of all Voting Certificates and Block Voting Instructions issued by it in respect of such meeting.

9. FEES AND EXPENSES

9.1 Fees

The Issuer shall pay in accordance with the applicable Priority of Payments to the Agents (other than the Class Z VFN Registrar) such fees and commissions (inclusive of any applicable VAT) as have been agreed in writing from time to time between the Issuer and the Agents in respect of the services of the Agents (other than the Class Z VFN Registrar) hereunder.

9.2 Front-end and on-going Expenses

The Issuer shall on demand, against production of invoices, reimburse the Agents for all expenses (including any VAT) incurred by it in the negotiation, preparation and execution of this Agreement, and shall on demand reimburse each Agent for all expenses (including, without limitation, legal fees and any publication, advertising, communication, courier, postage and other out-of-pocket expenses) properly incurred in connection with its services hereunder other than such costs and expenses as are separately agreed to be reimbursed out of the fees payable under **Clause 9.1** (Fees).

9.3 Taxes

- (a) The Issuer shall pay all stamp, registration and other taxes and duties (including any interest and penalties thereon or in connection therewith) which are payable upon or in connection with the execution and delivery of this Agreement, and the Issuer shall indemnify each Agent on demand against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, legal fees and any applicable value added tax) which it incurs as a result or arising out of or in relation to any failure to pay or delay in paying any of the same. All payments by the Issuer under this **Clause 9** or **Clause 10.4** (Indemnity in favour of the Agents) shall be made free and clear of, and without withholding or deduction for or on account of, any taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by the United Kingdom, or any

political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer shall pay such additional amounts as will result in the receipt by the relevant Agent of such amounts as would have been received by it if no such withholding or deduction had been required.

- (b) The fees, commissions and expenses payable to the Principal Paying Agent for services rendered and the performance of its obligations under this Agreement shall not be abated by any remuneration or other amounts or profits receivable by the Principal Paying Agent (or to its knowledge by any of its associates) in connection with any transaction effected by the Principal Paying Agent with or for the Issuer.

9.4 Review and Additional Fees

The Agents reserve the right at any time and from time to time to charge the Issuer properly incurred additional fees and expenses in respect of the performance by such Agents of services hereunder in respect of any exercise by the Issuer or any other process that requires communication with Noteholders.

10. TERMS OF APPOINTMENT

10.1 Rights and Powers

Each Agent and in relation to **Clauses 10.1(d)** and **10.1(e)**, the Agent Bank may, in connection with its services hereunder:

- (a) subject to **Clause 6.1(a)** (Payments in respect of the Class A Notes), treat the holder of any Note Certificate as its absolute owner for all purposes (regardless of any notice of ownership, trust or any other interest therein, any writing thereon or any notice of any previous loss or theft thereof) and make payments thereon accordingly, except as ordered by a court of competent jurisdiction or otherwise required by law;
- (b) assume that the terms of each Global Note and each Definitive Note as issued are correct;
- (c) refer any question relating to the ownership of any of the Notes or the adequacy or sufficiency of any evidence supplied in connection with the replacement, transfer or exchange of any of the Definitive Notes to the Issuer for determination by the Issuer and rely upon any determination so made;
- (d) rely upon the terms of any notice, communication, instruction or other document believed by it to be genuine;
- (e) treat a telephone, facsimile or e-mail communication from a person purporting to be (and whom such Agent believes in good faith to be) the authorised representative of the Issuer, as sufficient instructions and authority of the Issuer for such Agent to act (and such Agent shall be protected and shall incur no liability for or in respect of action taken, omitted or suffered in reliance upon any instruction, request or order from the Issuer or any document which it reasonably believes to be genuine and to have been delivered by the proper party or parties or upon written instructions from the Issuer);
- (f) engage the services of any lawyers or other professional advisers at the expense of the Issuer whose advice or services it considers necessary and rely upon any advice so obtained whether or not liability in relation thereto is limited by reference to a monetary cap, methodology or otherwise (and such Agent shall be protected and shall incur no liability to

the Issuer in respect of any action taken, or omitted, or permitted to be taken or omitted, in accordance with such advice);

- (g) take any action or to refuse to take any action which such Agent regards as necessary for such Agent to comply with any applicable law, regulation or fiscal requirement, or the rules, operating procedures or market practice of any relevant stock exchange or other market or clearing system.

10.2 Extent of Duties

Each Agent shall only be obliged to perform the duties which are expressly set out herein provided that each Agent agrees that they will cooperate fully to do all such further acts and execute any further documents as may be necessary or desirable to give full effect to the arrangements contemplated within this Agreement. No implied duties or obligations of any kind (including without limitation duties or obligations of a fiduciary or equitable nature) shall be read into this Agreement against the Agent. No Agent shall:

- (a) act as agent for anyone other than the Issuer, the Note Trustee and/or the Security Trustee (as the case may be) and shall not be under any fiduciary duty or other obligation towards or have any relationship of agency or trust for or with any other third parties (including, without limitation, the owners or holders of the Notes from time to time); or
- (b) be responsible for or liable in respect of the legality, validity or enforceability of any of the Notes or any Note Certificate (other than in respect of authentication of Note Certificate by it in accordance with this Agreement) or any act or omission of any other person (including the other Agents).

10.3 Freedom to Transact

- (a) Each Paying Agent and any of its affiliates, its officers, directors or employees may purchase, hold and dispose of Notes and may enter into any transaction (including, without limitation, any depository, trust or agency transaction) with any holders of Notes or with any other person in the same manner as if it had not been appointed as the agent of the Issuer in relation to the Notes. Each Agent may accept deposits from, lend money to and generally engage in any kind of banking activity or other business with the Issuer as if it were not an Agent **provided that** no Agent shall exercise against the Issuer any lien, right of set-off or similar claim in respect thereof.
- (b) Each Paying Agent shall be entitled to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transaction without regard to the interests of the Issuer **provided that** each Paying Agent shall at all times comply with its obligations to the Issuer under this Agreement and notwithstanding that the same may be contrary or prejudicial to the interests of the Issuer and shall not be responsible for any loss or damage occasioned to the Issuer thereby and shall be entitled to retain and shall not be in any way liable to account for any profit made or share of brokerage or commission or remuneration or other amount or benefit received thereby or in connection therewith.

10.4 Indemnity in favour of the Agents

The Issuer shall indemnify each Agent against any claim, demand, action, liability, damages, cost, fee, loss (together, **Losses**) (including, but not limited to, all reasonable costs, legal fees, charges and expenses (together, **Expenses**) paid or incurred in disputing or defending any Losses which such Agent may incur or which may be made against it as a result of or arising out of its acting as the agent of the Issuer in relation to this Agreement) except to the extent that any Losses or Expenses

result from its own wilful default, gross negligence or fraud or that of its officers, directors or employees. Such indemnity will survive the termination (whether by resignation or removal) or expiry of this Agreement. Notwithstanding any other provision of this Agreement, the Issuer shall indemnify each Agent against any liability or loss incurred in connection with the Issuer's obligation to withhold or deduct an amount on account of tax.

10.5 Indemnity in favour of the Issuer

- (a) Each Agent shall severally indemnify the Issuer against any Losses (including, but not limited to, Expenses) which the Issuer may incur or which may be made against the Issuer as a result of or in connection with the relevant Agent acting as the Agent of the Issuer in relation to this Agreement to the extent that any Losses or Expenses result directly from the relevant Agent's own wilful default, gross negligence or fraud or that of its officers, directors or employees. Such indemnity will survive the termination (whether by resignation or removal) or expiry of this Agreement. For the avoidance of doubt, the Agent's liability under this **Clause 10.5(a)** shall be limited in the manner set out in **Clauses 10.5(f)** and **10.5(g)**.
- (b) If any Agent agrees to extend credit to the Issuer it will do so on its usual terms as to interest and other charges, unless other terms have been agreed.
- (c) Nothing in this Agreement shall require the Agents to assume an obligation of the Issuer arising under any provision of the listing, prospectus, disclosure or transparency rules (or equivalent rules of any other competent authority besides the Central Bank and FCA).
- (d) Each of the Agents will only be liable to the Issuer for Losses arising directly from the performance of its obligations under this Agreement suffered by or occasioned to the Issuer (**Liabilities**) to the extent that such Agent has been grossly negligent, fraudulent or in wilful default in respect of its obligations under this Agreement. For the avoidance of doubt the failure of any of the Paying Agents to make a claim for payment on the Issuer, or to inform any other paying agent or clearing system of a failure on the part of the Issuer to meet any such claim or to make a payment by the stipulated date, shall not be deemed to constitute gross negligence, fraud or wilful default on the part of such Paying Agent.
- (e) The Agents shall not otherwise be liable or responsible for any Liabilities which may result from anything done or omitted to be done by it in connection with this Agreement. The Agents shall not be liable for any loss caused by events beyond their reasonable control including any malfunction, interruption or error in the transmission of information caused by any machine or systems or interception of communication facilities, abnormal operating conditions or events of force majeure.
- (f) Liabilities arising under **Clause 10.5(a)** and this Agreement shall be limited to the amount of the Issuer's actual loss (such loss shall be determined as at the date of default of the relevant Agent or, if later, the date on which the loss arises as a result of such default) but without reference to any special conditions or circumstances known to such Agent at the time of entering into this Agreement, or at the time of accepting any relevant instructions, which increase the amount of the loss. Notwithstanding any provision of this Agency Agreement to the contrary, the Agents shall not in any event be liable for indirect, punitive or consequential loss or special damages or other damage of any kind whatsoever (including but not limited to lost profits), whether or not foreseeable, even if the Agents have been advised of the likelihood of such loss or damage and regardless of whether the claim for loss or damage is made in negligence, for breach of contract or otherwise.

- (g) The liability of the Agents under **Clause 10.5(d)** will not extend to any Liabilities arising through any acts, events or circumstances not reasonably within its control, or resulting from the general risks of investment in or the holding of assets in any jurisdiction, including, but not limited to, Liabilities arising from: nationalisation, expropriation or other governmental actions; any law, order or regulation of a governmental, supranational or regulatory body; regulation of the banking or securities industry including changes in market rules or practice, currency restrictions, devaluations or fluctuations; market conditions affecting the execution or settlement of transactions or the value of assets; breakdown, failure or malfunction of any third party transport, telecommunications, computer services or systems; natural disasters or acts of God; war, terrorism, insurrection or revolution; and strikes or industrial action.
- (h) The Agents shall have no duty or responsibility in the case of any default by the Issuer in the performance of its obligations under the Conditions.
- (i) Notwithstanding anything to the contrary in this Agreement, none of the Agents shall be under any obligation to take any action under this Agreement which it expects will result in any expense or liability accruing to it, the payment of which within a reasonable time is not, in its opinion, assured to it.

10.6 Mutual Undertaking Regarding Information Reporting and Collection Obligations

Each Party shall, within ten business days of a written request by another Party, supply to that other Party such forms, documentation and other information relating to it, its operations, or any Notes as that other Party reasonably requests for the purposes of that other Party's compliance with Applicable Law and shall notify the relevant other Party reasonably promptly in the event that it becomes aware that any of the forms, documentation or other information provided by such Party is (or becomes) inaccurate in any material respect; provided, however, that no Party shall be required to provide any forms, documentation or other information pursuant to this **Clause 10.6** (Mutual Undertaking Regarding Information Reporting and Collection Obligations) to the extent that: (i) any such form, documentation or other information (or the information required to be provided on such form or documentation) is not reasonably available to such Party and cannot be obtained by such Party using reasonable efforts; or (ii) doing so would or might in the reasonable opinion of such Party constitute a breach of any: (a) Applicable Law; (b) fiduciary duty; or (c) duty of confidentiality. For purposes of this **Clause 10.6** (Mutual Undertaking Regarding Information Reporting and Collection Obligations), "Applicable Law" shall be deemed to include (i) any rule or practice of any Authority by which any Party is bound or with which it is accustomed to comply; (ii) any agreement between any Authorities; and (iii) any agreement between any Authority and any Party that is customarily entered into by institutions of a similar nature.

10.7 Notice of Possible Withholding Under FATCA

The Issuer shall notify each Agent in the event that it determines that any payment to be made by an Agent under any Notes is a payment which could be subject to FATCA Withholding if such payment were made to a recipient that is generally unable to receive payments free from FATCA Withholding, and the extent to which the relevant payment is so treated, provided, however, that the Issuer's obligation under this **Clause 10.7** (Notice of Possible Withholding Under FATCA) shall apply only to the extent that such payments are so treated by virtue of characteristics of the Issuer, the Notes, or both.

11. CHANGES IN AGENTS

11.1 Resignation

Any Agent may resign its appointment upon not less than thirty (30) days' notice to the Issuer (with a copy to the Note Trustee and the Security Trustee and, in the case of an Agent other than the Principal Paying Agent, to the Principal Paying Agent), **provided that**:

- (a) if such resignation would otherwise take effect less than twenty five (25) days before (i) the Final Maturity Date, (ii) such other date for redemption of the Notes or (iii) any Interest Payment Date (each a **Relevant Payment Date**), it shall not take effect until the Business Day following such Relevant Payment Date; and
- (b) in the case of the Principal Paying Agent, the Class Z VFN Registrar or the Agent Bank such resignation shall not take effect until a successor agent has been duly appointed consistently with **Clause 11.4** (Additional and successor Agents) or **Clause 11.5** (Agents may appoint successors) and notice of such appointment has been given to the Noteholders.

11.2 Revocation

The Issuer may (with the prior written approval of the Note Trustee) revoke its appointment of any Agent by not less than sixty (60) days' notice to such Agent (with a copy to the Note Trustee and the Security Trustee and, in the case of an Agent other than the Principal Paying Agent, to the Principal Paying Agent), **provided that** in the case of the Principal Paying Agent, the Class Z VFN Registrar or the Agent Bank, such revocation shall not take effect until: (i) a successor agent has been duly appointed consistently with **Clause 11.4** (Additional and successor Agents) or **Clause 11.5** (Agents may appoint successors); (ii) notice of such appointment has been given to the Noteholders (which such notice shall be given not less than twenty-five (25) days prior to any Relevant Payment Date).

11.3 Termination

The appointment of any Agent shall terminate forthwith if:

- (a) in the reasonable opinion of the Issuer, such Agent becomes incapable of acting (as notified by the Issuer to the relevant Agent);
- (b) an Insolvency Event occurs in relation to such Agent; or
- (c) any event occurs which has an analogous effect to any of the foregoing.

If the appointment of the Principal Paying Agent, the Class Z VFN Registrar or the Agent Bank is terminated in accordance with this **Clause 11.3**, the Issuer shall forthwith appoint a successor in accordance with **Clause 11.4** (Additional and successor Agents).

11.4 Additional and successor Agents

Subject to **Clause 11.5** (Agents may appoint successors), the Issuer may (with the prior written approval of the Note Trustee) appoint a successor principal paying agent, Class Z VFN registrar or agent bank and additional or successor agents and the Issuer shall forthwith give notice of any such appointment to the continuing Agents, the Noteholders, the Rating Agencies and the Note Trustee and the Security Trustee, whereupon the Issuer, the continuing Agents, the Note Trustee, the Security Trustee and the successor principal paying agent, Class Z VFN registrar or agent bank and additional or successor paying agents shall acquire and become subject to the same rights and

obligations between themselves as if they had entered into an agreement in the form of (and on the same terms as) this Agreement.

11.5 Agents may appoint successors

If the Principal Paying Agent, the Class Z VFN Registrar or the Agent Bank gives notice of its resignation in accordance with **Clause 11.1** (Resignation) and by the tenth day before the expiry of such notice a successor has not been duly appointed in accordance with **Clause 11.4** (Additional and successor Agents), the Principal Paying Agent, the Class Z VFN Registrar or the Agent Bank (as the case may be) may itself, following such consultation with the Issuer as is practicable in the circumstances and with the prior written approval of the Note Trustee and, **provided that** no Event of Default has occurred, with the prior written approval of the Issuer (such approval not to be unreasonably withheld or delayed), appoint as its successor any reputable and experienced financial institution **provided that** there will be at all times be a person appointed to perform the obligations of the Principal Paying Agent with a specified office in London and the Class Z VFN Registrar with a specified office in London. The Principal Paying Agent, the Class Z VFN Registrar or the Agent Bank (as applicable) shall give notice of such appointment to the Issuer, the remaining Agents, the Note Trustee and the Security Trustee, the Rating Agencies and the Noteholders, whereupon the Issuer, the remaining Agents, the Note Trustee and the Security Trustee and such successor shall acquire and become subject to the same rights and obligations between themselves as if they had entered into an agreement in the form of (and on the same terms as) this Agreement.

11.6 Release

Upon any resignation or revocation taking effect under **Clause 11.1** (Resignation) or **11.2** (Revocation) or any termination taking effect under **Clause 11.3** (Termination), the relevant Agent shall:

- (a) without prejudice to any accrued liabilities and obligations, be released and discharged from its obligations under this Agreement (save that it shall remain entitled to the benefit of and subject to **Clause 10** (Terms of appointment) and **Clause 11** (Changes in Agents));
- (b) repay to the Issuer such part of any fee paid to it in accordance with **Clause 9.1** (Fees) as shall relate to any period thereafter;
- (c) in the case of the Principal Paying Agent, deliver to the Issuer and to its successor a copy, certified as true and up-to-date by an officer or Authorised Signatory of the Principal Paying Agent, of any records maintained by it;
- (d) in the case of the Agent Bank, deliver to the Issuer and its successor a copy, certified as true and up-to-date by an officer or Authorised Signatory of the Agent Bank, of the records maintained by it in accordance with **Clause 7** (Duties of the Agent Bank);
- (e) in the case of the Class Z VFN Registrar, deliver to (i) the Issuer, or to the order of the Issuer, the Class Z VFN Register and a copy, certified as true and up-to-date by an officer or Authorised Signatory of the Class Z VFN Registrar, of any records maintained by it in accordance with **Clause 8.7** (Duties of the Class Z VFN Registrar); and (ii) to its successor Class Z VFN registrar a copy, certified as true and up-to-date by an officer or Authorised Signatory of the Class Z VFN Registrar, of the Class Z VFN Register maintained by it in accordance with **Clause 8.7** (Duties of the Class Z VFN Registrar); and
- (f) forthwith (upon payment to it of any amount due to it in accordance with **Clause 9** (Fees and expenses) or **Clause 10.4** (Indemnity in favour of the Agents) transfer all moneys and papers (including any unissued Notes held by it hereunder and any documents held by it pursuant to

Clause 8.10 (Documents available for inspection)) to its successor (except such documents as it is prevented by law or regulation from so transferring) and, upon appropriate notice, provide reasonable assistance to its successor for the discharge of its duties and responsibilities hereunder. Where the relevant Agent is prevented by law or regulation from transferring any document to its successor, then the relevant Agent will be deemed to hold the documents as agent for, and subject to the further directions of, the Issuer or as otherwise directed by the terms of such law or regulation.

11.7 Merger

- (a) *Successor through merger:* Any legal entity into which any Agent is merged or converted or any corporation with which any Agent may be consolidated or any legal entity resulting from any merger, consolidation or conversion to which such Agent is a party shall, to the extent permitted by applicable law, be the successor to such Agent without any further formality, execution or filing of any paper or any further act on the part of the Parties unless otherwise required by the Issuer.
- (b) *Rights and obligations upon merger:* In the event of such a merger or conversion the other Agents, the Note Trustee, the Security Trustee (if applicable) and such successor shall acquire and become subject to the same rights and obligations between themselves as if they had entered into an agreement in the form of and on the same terms as this Agreement and all references in this Agreement to the applicable agent shall be deemed to be references to such successor.
- (c) *Notice of merger:* Notice of any such merger or conversion shall forthwith be given by such successor to the Issuer, the other Agents, the Note Trustee, the Security Trustee (if applicable) and the Noteholders.

11.8 Changes in Specified Offices

- (a) *Notice to Issuer:* If any Agent decides to change its Specified Office (which, in the case of the Paying Agents, may only be effected within the same city unless the prior written approval of the Issuer and the Note Trustee has been obtained (such approval of the Issuer not to be unreasonably withheld or delayed)) or nominate a further Specified Office, it shall give notice to the Issuer (with a copy to the Note Trustee and the Security Trustee and the other Agents) of the address of the new Specified Office stating the date on which such change is to take effect **provided that** no such notice shall take effect within the period of thirty (30) days before or after an Interest Payment Date in respect of the Notes, which date shall be not less than thirty (30) days after the date of such notice.
- (b) *Notice to Noteholders:* The relevant Agent shall at its own expense on behalf of the Issuer not less than fourteen (14) days prior to the date on which such change is to take effect (unless the appointment of the relevant Agent is to terminate pursuant to any of the foregoing provisions of this **Clause 11** on or prior to the date of such change) give notice thereof to the Noteholders in accordance with Condition 15 (*Notices to Noteholders*).

12. CONFIDENTIALITY

12.1 Confidentiality of information

Each Party agrees that prior to the Final Redemption and thereafter it shall keep confidential and it shall not disclose to any person whatsoever, any information relating to the business, finances or other matters of a confidential nature of any of the Issuer, the Principal Paying Agent, the Agent Bank, the Note Trustee, the Security Trustee and the Class Z VFN Registrar (as the case may be)

which it may have obtained as a result of the execution of this Agreement or of which it may otherwise have become possessed as a result of the performance of its obligations in respect of the Transaction including any information concerning the identity of any Borrower.

12.2 Disapplication of confidentiality provisions

The Parties shall use all reasonable endeavours to prevent any disclosure referred to in **Clause 12.1** (Confidentiality of information) provided however that the provisions of **Clause 12.1** (Confidentiality of information) shall not apply:

- (a) to the disclosure of any information to any person who is a Party insofar as such disclosure is expressly permitted by this Agreement;
- (b) to the disclosure of any information already known to the recipient otherwise than as a result of entering into any of the Transaction Documents;
- (c) to the disclosure of any information with the consent of the relevant Party;
- (d) to the disclosure of any information which is or becomes public knowledge otherwise than as a result of the conduct of the recipient;
- (e) to the disclosure of any information:
 - (i) in order to obtain the admission of the Class A Notes to the Official List;
 - (ii) in connection with the admission of the Class A Notes to trading on the Irish Stock Exchange;
 - (iii) which is necessary or desirable to provide to prospective investors in the Notes; or
 - (iv) which is necessary or desirable to disclose to the Clearing Systems;
- (f) to the extent that the recipient is required to disclose the same pursuant to the Law;
- (g) to the extent that the recipient needs to disclose the same for the exercise, protection or enforcement of any of its rights under any of the Transaction Documents or, in the case of the Note Trustee and the Security Trustee, for the purpose of discharging, in such manner as it thinks fit, its duties or obligations under or in connection with the Transaction Documents in each case to such persons as require to be informed of such information for such purposes or, in the case of the Note Trustee and the Security Trustee, in connection with transferring or purporting to transfer its rights and obligations to a successor trustee;
- (h) to the extent that the recipient needs to disclose the same to any of its employees provided that before any such disclosure each of the parties to the Transaction shall make the relevant employees aware of its obligations of confidentiality under the relevant Transaction Document and shall at all times procure compliance with such obligations by such employees;
- (i) to the disclosure of any information to professional advisers who receive the same under a duty of confidentiality;
- (j) to the disclosure of any information disclosed to a prospective successor principal paying agent, Class Z VFN registrar or agent bank and additional or successor agents on the basis

that the recipient will hold such information confidential upon substantially the same terms as this Clause;

- (k) to the disclosure of any information which any of the Rating Agencies may require to be disclosed to it or its professional advisers on the basis that the recipient will hold such information confidential upon substantially the same terms as this Clause;
- (l) to the disclosure of any information which the Arranger or Joint Lead Managers may require to be disclosed to it or its professional advisers on the basis that the recipient will hold such information confidential upon substantially the same terms as this Clause.

12.3 Data protection

The Principal Paying Agent may collect, use and disclose personal data about the Issuer and/or other transaction parties (if any are an individual) or individuals associated with the Issuer and/or other transaction parties, so that the Principal Paying Agent can carry out its obligations to the Issuer and for other related purposes, including auditing, monitoring and analysis of its business, fraud and crime prevention, money laundering, legal and regulatory compliance and the marketing by the Principal Paying Agent or members of the Principal Paying Agent's corporate group of other services. The Principal Paying Agent may also transfer the personal data to any country (including countries outside the European Economic Area where there may be less stringent data protection laws) to process information on the Principal Paying Agent's behalf. Wherever it is processed, the personal data will be protected by a strict code of secrecy and security to which all members of the Principal Paying Agent's corporate group, their staff and any third parties are subject, and will only be used in accordance with the Principal Paying Agent's instructions.

13. OBLIGATION OF COMPANIES

13.1 Sole obligations

The respective obligations of each of the Parties will not be the obligations or responsibilities of, nor guaranteed by, any other person or entity.

13.2 Security Trustee a party

It is hereby acknowledged and agreed that by its execution of this Agreement the Security Trustee shall not assume or have any obligations or liabilities to any Party or any third party under this Agreement notwithstanding any provision herein and that the Security Trustee has agreed to become a Party for the purpose only of taking the benefit of this Agreement.

13.3 No duty to monitor

The Security Trustee shall not have any duty to monitor or supervise the performance by any Agent of its duties and obligations under this Agreement or any other Transaction Document (and the Security Trustee shall be entitled to assume that each Agent is performing its duties and obligations thereunder until it has actual knowledge to the contrary) nor shall the Security Trustee be in any way liable for any Liability suffered by any Party or any other party resulting from the acts or omissions of any Agent or any of its agents, sub-contractors, representatives or delegates in the discharge of any of the duties and obligations the Agent is obliged to perform as the agent of, among others, the Security Trustee.

13.4 Provisions of Deed of Charge and Trust Deed applicable

All the provisions of the Deed of Charge and the Trust Deed relating to the exercise by each Agent of its powers, trusts, authorities, duties, rights and discretions shall apply, *mutatis mutandis*, to the discharge by the Security Trustee of its powers, trusts, authorities, duties, rights and discretions under this Agreement

14. LIMITED RECOURSE / NON-PETITION

14.1 No Enforcement by Secured Creditors

Each of the Agents and the Class Z VFN Registrar hereby agrees with the Issuer and the Security Trustee that:

- (a) only the Security Trustee may enforce the Security created in favour of the Security Trustee by the Deed of Charge in accordance with the provisions thereof; and
- (b) it shall not take any steps for the purpose of recovering any of the Secured Obligations (including, without limitation, by exercise of any rights of set off (other than express rights of netting under Section 6 of the Interest Rate Swap Agreement)) or enforcing any rights arising out of the Transaction Documents against the Issuer or procuring the winding up, administration (including, for the avoidance of doubt, the filing of documents with the court or the service of a notice of intention to appoint an administrator) or liquidation of the Issuer in respect of any of its liabilities whatsoever.

14.2 Limited Recourse

- (a) Each of the Agents and the Class Z VFN Registrar agrees that, notwithstanding any other provision of any Transaction Document, all obligations of the Issuer to each such Secured Creditor are limited in recourse to the Charged Assets. If:
 - (i) there are no Charged Assets remaining which are capable of being realised or otherwise converted into cash;
 - (ii) all amounts available from the Charged Assets have been applied to meet or provide for the relevant obligations specified in, and in accordance with, the provisions of the Deed of Charge; and
 - (iii) there are insufficient amounts available from the Charged Assets to pay in full, in accordance with the provisions of the Deed of Charge, amounts outstanding in respect of the Secured Obligations,then the Secured Creditors shall have no further claim against the Issuer in respect of any amounts owing to them which remain unpaid (including, for the avoidance of doubt, payments of principal, premium (if any), interest and/or fees (if any) in respect of the Notes) and such unpaid amounts shall be deemed to be discharged in full and any relevant payment rights shall be deemed to cease.
- (b) The provisions of this **Clause 14.2** shall survive the termination of this Agreement.

15. NOTICES

15.1 Addresses for notices

All notices and communications hereunder shall be made in writing (by letter or fax) and shall be sent as follows:

- (a) if to the Issuer, to it at:

Brass No.5 PLC
c/o Wilmington Trust SP Services (London) Limited, Third Floor, 1 King's Arms Yard,
London EC2R 7AF

Fax: +44 (0) 20 7397 3601

Attention: Directors

With copies to:

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

Fax: +44 (0)1 2743 91858

Attention: Treasury Operations Manager

Accord Mortgages Limited
Yorkshire House, Yorkshire Drive, Bradford, BD5 8LJ

Fax: +44 (0)1 2743 91858

Attention: Treasury Operations Manager

- (b) if to an Agent, to it at the address or fax number specified against its name in **Schedule 2** (Specified Offices) (or, in the case of an Agent not originally a Party, specified by notice to the Parties at the time of its appointment) for the attention of the person or department therein specified;

- (c) if to the Note Trustee, to it at:

125 Old Broad Street, Fifth Floor, London, EC2N 1AR

Fax: +44 (0)20 7365 2577

Attention: Structured Finance Relationship Management

- (d) if to the Security Trustee, to it at:

125 Old Broad Street, Fifth Floor, London, EC2N 1AR

Fax: +44 (0)20 7365 2577

Attention: Structured Finance Relationship Management

- (e) if to the Cash Manager, to it at:

Yorkshire House, Yorkshire Drive, Bradford, West Yorkshire BD5 8LJ

Fax: +44 (0)1 2743 91858

Attention: Treasury Operations Manager

- (f) if to the Interest Rate Swap Provider, to it at:

Yorkshire House, Yorkshire Drive, Bradford, West Yorkshire BD5 8LJ

Fax: +44 (0)1 2743 91858

Attention: Treasury Operations Manager

or, in any case, to such other address or fax number or for the attention of such other person or department as the addressee has by prior notice to the sender specified for the purpose.

15.2 Effectiveness

- (a) Every notice or communication sent in accordance with **Clause 15.1** (Addresses for notices) shall be effective, if sent by letter or fax, upon receipt by the addressee;
- (b) **provided, however,** that any such notice or communication which would otherwise take effect after 4.00 p.m. on any particular day shall not take effect until 10.00 a.m. on the immediately succeeding Business Day in the place of the addressee.

15.3 Notices to Noteholders

Any notice required to be given to Noteholders under this Agreement shall be given in accordance with the Conditions; **provided, however, that,** so long as the Class A Notes are represented by a Global Note, notices to Noteholders shall be given in accordance with the terms of such Global Note.

15.4 Notices in English

- (a) All notices and other communications hereunder shall be made in the English language or shall be accompanied by a certified English translation thereof. Any certified English translation delivered hereunder shall be certified a true and accurate translation by a professionally qualified translator or by some other person competent to do so.
- (b) In no event shall the Agents or any other entity of the Elavon Group be liable for any Losses arising to the Agents or any other entity of the Elavon Group as a result of or on account of its receiving or transmitting any data from any Issuer, any Authorised Person or any party to the transaction via any non-secure method of transmission or communication, such as, but without limitation, by facsimile or email.
- (c) The Parties accept that some methods of communication are not secure and the Agents or any other entity of the Elavon Group shall incur no liability for receiving Instructions via any such non-secure method. The Agents or any other entity of the Elavon Group are authorised to comply with and rely upon any such notice, Instructions or other communications believed by it to have been sent or given by an Authorised Person or an appropriate party to the transaction (or authorised representative thereof). The Issuer or

authorised officer of the Issuer shall use all reasonable endeavours to ensure that Instructions transmitted to the Agents or any other entity of the Elavon Group pursuant to this Agreement are complete and correct. Any Instructions shall be conclusively deemed to be valid Instructions from the Issuer or authorised officer of the Issuer to the Agents or any other entity of the Elavon Group for the purposes of this Agreement.

In this Clause these terms shall have the following meanings:

Authorised Person means any person who is designated in writing by the Issuer from time to time to give Instructions to the Agents under the terms of this Agreement.

Elavon Group means Elavon Financial Services DAC and any company or other entity of which Elavon Financial Services DAC is directly or indirectly a shareholder or owner. For purposes of this Agreement, each branch of Elavon Financial Services DAC shall be a separate member of the Elavon Group.

Instructions means any written notices, directions or instructions received by the Agents from an Authorised Person or from a person reasonably believed by the Agents to be an Authorised Person.

Losses means any and all claims, losses, liabilities, damages, costs, expenses and judgements (including legal fees and expenses) sustained by either party.

16. LAW AND JURISDICTION

16.1 Governing law

This Agreement, and any non-contractual obligations arising out of or in connection with it, are governed by English law.

16.2 English courts

The courts of England have exclusive jurisdiction to settle any dispute (a **Dispute**), arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement) or the consequences of its nullity.

16.3 Appropriate forum

The Parties agree that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that they will not argue to the contrary.

17. RIGHTS OF THIRD PARTIES

A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

18. MODIFICATION

This Agreement may be amended by further agreement among the Parties and without the consent of the Noteholders.

19. INVALIDITY OF ANY PROVISION

If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

20. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Any party may enter into this Agreement by signing any such counterpart.

AS WITNESS the hands of the duly authorised representatives of the parties hereto the day and year first before written.

SCHEDULE 1
FORM OF TAX CERTIFICATE
BRASS NO.5 PLC

Class Z Variable Funding Note due August 2054

To: **BRASS NO.5 PLC**
as Issuer

To: **YORKSHIRE BUILDING SOCIETY**
as Cash Manager and Class Z VFN Registrar

[*Insert name of Subscriber*] (the **Subscriber**) has agreed to purchase the up to [●] Class Z VFN due August 2054 issued or to be issued by Brass No.5 PLC (the **Note** and the **Issuer**, respectively).

By this certificate, the Subscriber certifies that:

- (a) it is a Qualifying Noteholder (as defined below);
- (b) it will promptly notify the Issuer if it ceases to be a Qualifying Noteholder; and
- (c) it will promptly notify the Issuer if it ceases to be beneficially entitled to any payment in respect of the Note and the date upon which it ceased to be so entitled.

The Subscriber further acknowledges that: (a) in the absence of delivery to the Issuer by any prospective noteholder of a duly executed copy of this certificate in the prescribed manner, the Issuer will deduct amounts on account of tax from payments of interest to the Subscriber; and (b) to the extent that there is any withholding or deduction on account of tax and the Subscriber subsequently claims a credit or makes any reclaim in respect of any amounts deducted, any such credit or reclaim shall be solely the responsibility of the Subscriber and the Issuer shall have no responsibilities whatsoever in relation thereto.

For the purposes of this certificate:

Qualifying Noteholder means:

- (a) a person which is beneficially entitled to interest in respect of the Note and is:
 - (i) a company resident in the United Kingdom for United Kingdom tax purposes;
 - (ii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which will bring into account payments of interest in respect of the Note in computing the chargeable profits (for the purposes of section 19 of the Corporation Tax Act 2009 (**CTA 2009**)) of that company; or
 - (iii) a partnership each member of which is:
 - (A) a company resident in the United Kingdom; or
 - (B) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which will bring into account in computing its chargeable profits (for the purposes of section 19 of the

CTA 2009) the whole of any share of a payment of interest in respect of the Note that falls to it by reason of Part 17 of the CTA 2009; or

- (b) a person which falls within any of the other descriptions in section 935 or 936 of the Income Tax Act 2007 (**ITA 2007**) and satisfies any conditions set out therein in order for the interest to be an excepted payment for the purposes of section 930 ITA 2007.

The Subscriber's address in relation to any correspondence relating to this certificate is:

[*Address*]

Payments to the Subscriber should be made to an account notified by the Subscriber to the Issuer and the Cash Manager prior to the first Interest Payment Date.

for and on behalf of
[SUBSCRIBER]

SCHEDULE 2
SPECIFIED OFFICES

1. Principal Paying Agent

Elavon Financial Services DAC, acting through its UK Branch
125 Old Broad Street
Fifth Floor
London EC2N 1AR

Fax: +44 (0)20 7365 2577

Attention: Structured Finance Relationship Management

2. Agent Bank

Elavon Financial Services DAC, acting through its UK Branch
125 Old Broad Street
Fifth Floor
London EC2N 1AR

Fax: +44 (0)20 7365 2577

Attention: Structured Finance Relationship Management

3. Class Z VFN Registrar

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

Fax: +44 (0)1 2743 91858

Attention: Treasury Operations Manager

SIGNATORIES

Issuer

SIGNED for and on behalf of)
BRASS NO.5 PLC)
acting by Director)

Note Trustee

SIGNED for and on behalf of)
U.S. BANK TRUSTEES LIMITED)
acting by two duly authorised Attorneys:)
)
)
)
)

Security Trustee

SIGNED for and on behalf of)
U.S. BANK TRUSTEES LIMITED)
acting by two duly authorised Attorneys:)
)
)
)
)

Principal Paying Agent and Agent Bank

SIGNED for and on behalf of)
ELAVON FINANCIAL SERVICES DAC,)
ACTING THROUGH ITS LONDON BRANCH)
acting by two duly authorised Attorneys:)
)
)

Class Z VFN Registrar

SIGNED for and on behalf of)
YORKSHIRE BUILDING SOCIETY)
acting by its authorised signatory)