

EXECUTION VERSION

MORTGAGE SALE AGREEMENT

__ NOVEMBER 2016

ACCORD MORTGAGES LIMITED
as Seller

and

YORKSHIRE BUILDING SOCIETY
as Servicer and Cash Manager

and

BRASS NO.5 PLC
as Issuer

and

U.S. BANK TRUSTEES LIMITED
as Security Trustee

ALLEN & OVERY

Allen & Overy LLP

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THIS AGREEMENT is made on __ November 2016

BETWEEN:

- (1) **ACCORD MORTGAGES LIMITED**, (registered number 02139881), whose registered address is at Yorkshire House, Yorkshire Drive, Bradford, BD5 8LJ (in its capacity as the **Seller**);
- (2) **YORKSHIRE BUILDING SOCIETY (YBS)**, 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 in its capacities as the **Cash Manager** and the **Servicer**);
- (3) **BRASS NO.5 PLC** (registered number 09728202), a limited liability 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 (the **Issuer**); and
- (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 125 Old Broad Street, Fifth Floor, London, EC2N 1AR (acting in its capacity as **Security Trustee**).

WHEREAS:

- (A) The Seller carries on the business of, *inter alia*, originating mortgage loans to individual borrowers secured on residential properties in England and Wales.
- (B) The Seller has agreed to sell to the Issuer on the date hereof by way of assignment from the date hereof certain of the above mentioned residential mortgage loans together with the benefit of their related security on the terms and subject to the conditions set out in this Agreement. YBS has agreed to guarantee the Seller's repurchase obligations set out in **Clause 8** (Warranties and Repurchase by the Seller) of this Agreement.

IT IS HEREBY AGREED as follows:

1. DEFINITION AND CONSTRUCTION

- 1.1 The master definitions and construction schedule made between, amongst others, the parties hereto 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.
- 1.2 For the purposes of Section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Transaction Documents are, so far as applicable, incorporated herein.
- 1.3 Any schedule of Further Advances, Product Switches, Underpayment Options and/or repurchased Loans attached to any Further Advances notice, Product Switches notice, Underpayment Options notice and/or Loan Repurchase Notice substantially in the form set out in **Schedule 4** (Loan Repurchase Notice) and/or **Schedule 7** (Further Advance, Product Switch and/or Underpayment Option Notice), as applicable, may be provided in a document stored upon electronic media

(including, but not limited to, a CD-ROM) in a format acceptable to the Issuer and the Security Trustee (each acting reasonably).

- 1.4 The Standard Documentation contained in or identified as **Exhibit 1** (Standard Documentation) to this Agreement may be provided in a document stored upon electronic media (including, but not limited to, a CD-ROM) in a format acceptable to the Issuer and the Security Trustee (each acting reasonably).

2. SALE AND PURCHASE OF THE PORTFOLIO

- 2.1 In consideration of the entry into and performance of the Transaction Documents to which the Issuer is a party and subject to the fulfilment on or before the Closing Date of the conditions set out in **Clauses 2.2** and **3.1** and compliance with the condition (the **Eligibility Criterion**) that no Event of Default shall have occurred which is continuing as at the Closing Date, the Seller hereby agrees to sell to the Issuer with full title guarantee all its right, title, interest and benefit in the Portfolio on the Closing Date in consideration of the Purchase Price and the Issuer agrees to purchase the Portfolio on the Closing Date. The Purchase Price will be satisfied by a combination of:

- (i) the payment by the Issuer to the Seller of the Initial Consideration (which shall be paid in accordance with **Clause 3.3**) on the Closing Date; and
- (ii) the payment of Deferred Consideration by the Issuer to the Seller in accordance with the Pre-Acceleration Revenue Priority of Payments or the Post-Acceleration Priority of Payments, as applicable.

- 2.2 The obligation of the Seller under **Clause 2.1** shall be subject to and conditional upon:

- (a) the issue by the Issuer of the Notes on the Closing Date; and
- (b) the Transaction Documents having been executed and delivered by the parties thereto on or before the Closing Date.

- 2.3 For the avoidance of doubt, the right, title, interest and benefit of the Seller in the Portfolio to be sold to the Issuer pursuant to **Clause 2.1** above includes:

- (a) all sums of principal, interest or any other sum payable under the Loans and their Related Security comprised in the Portfolio and including the right to demand, sue for, recover, receive and give receipts for all principal moneys payable or to become payable under such Loans or the unpaid part thereof and the interest due or to become due thereon and for any other sums due under such Loans;
- (b) the benefit of all securities for such principal moneys and interest and other sums payable, the benefit of all consents to mortgages signed by occupiers of Properties and the benefit of and the right to sue on all covenants and undertakings in favour of the Seller in each such Loan and any guarantee in respect thereof and the right to exercise all powers in favour of the Seller in relation to each such Loan and the Related Security;
- (c) all the estate and interest in the Properties in favour of the Seller subject to rights of redemption of the relevant Borrowers;
- (d) to the extent that they are assignable, all right, title and interest of the Seller under any valuation and all causes and rights of action in favour of the Seller against any person in connection with any report, valuation, opinion, certificate, consent or other statement of fact

or opinion given in connection with any such Loans or affecting the decision of the Seller to make the relevant advance initially;

- (e) any Arrears of Interest; and
- (f) all right, title, interest and benefit in favour of the Seller (both present and future) in the Insurance Policies.

2.4 For the avoidance of doubt and in respect of any Loan in the Portfolio to a Borrower, no Loan will be sold to the Issuer in accordance with this **Clause 2** unless all other Loans (including Further Advances) to the relevant Borrower secured on the same Property are also sold to the Issuer in accordance with this **Clause 2**.

3. CLOSING DATE

- 3.1 (a) A meeting shall take place at or around 10.00 a.m. on the Closing Date at the offices of Allen & Overy LLP, One Bishops Square, London E1 6AD or such other time or offices as the parties may agree at which the Seller shall deliver to the Security Trustee or its representative the following documents:
- (i) two originals of the power of attorney dated as at the Closing Date and substantially in the form set out in **Schedule 3** (Seller Power of Attorney), duly executed by the Seller;
 - (ii) a copy of the written resolutions of the Seller authorising the entry of the Seller into the Transaction Documents certified by an Authorised Signatory of the Seller and a copy of the written resolutions of the Wholesale Funding Committee of YBS authorising the execution of this Agreement;
 - (iii) a duly executed assignment of the Third Party Building Policies relating to the Loans and their Related Security comprised in the Portfolio substantially in the form set out in **Schedule 6** (Assignment of Third Party Buildings Policies);
 - (iv) a duly executed assignment of rights against third parties comprised in the Portfolio dated as at the Closing Date and substantially in each of the forms set out in **Schedule 5** (Assignment of Third Party Rights);
 - (v) an up to date, complete and accurate list of the mortgage loans and their related security which it is proposed will comprise the Portfolio which may be provided in a document stored upon electronic media (including, but not limited to, a CD-ROM) in a form acceptable to the Issuer and the Security Trustee (each acting reasonably); and
 - (vi) a solvency certificate delivered by each of the Seller and YBS each signed by two Authorised Signatories of the Seller and YBS (as applicable) dated as at the Closing Date substantially in the form set out in **Schedule 10** (Form of Solvency Certificate).
- (b) The parties hereto acknowledge that completion of the sale on the Closing Date of the sale to the Issuer of all of the Seller's right, title, interest and benefit in and to its Loans and their Related Security in the Portfolio shall occur upon consideration being made under **Clause 3.3** (and subject to the satisfaction of the conditions in **Clauses 2.2** and **3.1**) PROVIDED THAT the matters described in **Clauses 6.1, 6.3** and **6.4** shall not occur until the relevant time indicated in **Clause 6** (Perfection of the Sale).

- (c) If so requested by the Issuer, the Seller undertakes within ten (10) Business Days of the Closing Date to provide the Issuer and the Security Trustee with an updated, complete and accurate list of the Loans and their Related Security in the Portfolio and their Current Balances, which may be provided in a document stored upon electronic media (including but not limited to, a CD-ROM) in a format acceptable to the Issuer and the Security Trustee (each acting reasonably).

3.2 The Seller undertakes that from the Closing Date until the perfection of the assignment in accordance with **Clause 6** (Perfection of the Sale) (or, if earlier, until delivery to or at the direction of the Issuer and/or the Security Trustee), that it shall hold or procure that the Servicer holds on its behalf the Title Deeds and the Loan Files relating to the Loans and their Related Security in the Portfolio that are in the Seller's possession or under the Seller's control or held to its order to the order of the Issuer or as the Issuer shall otherwise direct, or following an Event of Default to the order of the Security Trustee.

3.3 Subject to fulfilment of the conditions referred to in **Clauses 2.2** and **3.1**, the Seller shall be paid that part of the Purchase Price constituting the cash payment referred to in **Clause 2.1** by telegraphic transfer or some other method which transfers same day value by the Issuer on the Closing Date.

4. FURTHER ADVANCES, PRODUCT SWITCHES, UNDERPAYMENT OPTIONS AND ASSET CONDITIONS

4.1 Sale and Purchase of Further Advances

(a) The sale of the Loans and their Related Security comprised in the Portfolio shall not impose or include any obligation on the Issuer to pay or make any Further Advances to Borrowers in respect of Loans comprised in the Portfolio, which obligation (if any) shall at all times, and notwithstanding the sale of such Loans and their Related Security to the Issuer, remain an obligation of the Seller.

(b) The Seller undertakes to the Issuer that it is and shall at all times remain solely responsible for offering and documenting any Further Advance and that the Seller is solely responsible for funding any relevant offer or, accepting any application, for a Further Advance made to or, received from, a Borrower with respect to a relevant Loan. For the avoidance of doubt, the Issuer will not be required to advance monies to the Seller or to a Borrower in order to fund such a Further Advance in any circumstances whatsoever.

(c) The Issuer shall not itself make any Further Advance.

(d) Subject to the fulfilment of the conditions set out in **Clauses 2.2** and **3.1** and in consideration for the entry into and performance of the Transaction Documents to which the Issuer is a party the Seller hereby agrees to sell with full title guarantee to the Issuer and the Issuer agrees to purchase each Further Advance on its Advance Date in consideration of the following:

- (i) the payment by the Issuer to the Seller of the Further Advance Purchase Price on the Monthly Pool Date immediately following the Monthly Period in which such Advance Date occurred; and

- (ii) the payment by the Issuer to the Seller of the Deferred Consideration in relation to the Loan to which such Further Advance relates in accordance with the Pre-Acceleration Revenue Priority of Payments or the Post-Acceleration Priority of Payments (as applicable).

(e) Beneficial interest in the Further Advances shall pass to the Issuer automatically on the relevant Advance Date notwithstanding that the Further Advance Purchase Price shall be paid by the Issuer

on the Monthly Pool Date immediately following the Monthly Period in which the relevant Advance Date occurred.

- (f) The Seller shall notify (by a notice in the form of **Schedule 7** (Further Advance, Product Switch and/or Underpayment Option Notice) hereto) the Issuer on the Monthly Pool Date following the Monthly Period in which any Further Advance was made of the Further Advance Purchase Price then due and payable by the Issuer in respect of the Further Advances sold to the Issuer during the previous Monthly Period. On such Monthly Pool Date, the Issuer shall pay such Further Advance Purchase Price by using amounts standing to the credit of the Principal Ledger on a first in first out basis.
- (g) If the Issuer or the Cash Manager on its behalf determines that the Issuer has insufficient funds standing to the credit of the Principal Ledger to pay in full the relevant Further Advance Purchase Price on the Monthly Pool Date following the Monthly Period in which the relevant Advance Date occurred, then the Issuer (or the Cash Manager acting on its behalf) will, prior to the Class Z VFN Commitment Termination Date, make a drawing under the Class Z VFN in an amount equal to the difference between (i) the aggregate of the amounts standing to the credit of the Principal Ledger and (ii) the Further Advance Purchase Price and use such proceeds of the Class Z VFN to fund the purchase of Further Advances under the Loans.
- (h) If the Issuer is unable to fund the purchase of any Further Advance from funds standing to the credit of the Principal Ledger and any corresponding drawing under the Class Z VFN is not sufficient to cover such shortfall in the Further Advances Purchase Price to be paid on the Monthly Pool Date, the Issuer shall not complete the purchase of the relevant Further Advance and the Seller must repurchase the related Loan and its Related Security on such Monthly Pool Date at its Current Balance (excluding, if applicable, the amount of any Further Advance which has not yet been paid for by the Issuer) determined as at the day before such Monthly Pool Date. **Clause 8.9** of this Agreement shall apply to any such repurchase.
- (i) If the Servicer determines on the Monthly Test Date immediately following the Monthly Period in which the relevant Further Advance was made that any of the relevant Asset Conditions have not been met as at the last day of the Monthly Period in which the relevant Further Advance was made (or such breach was subsequently discovered in respect of such date) then the Seller will have an obligation to remedy such breach within 90 days after receiving written notice of such breach from the Servicer and if such breach is not capable of remedy, or, if capable of remedy, is not remedied within the 90 day period, the relevant Loan and its Related Security must be repurchased by the Seller at its then Current Balance (excluding, if applicable, the amount of any Further Advance which has not yet been paid for by the Issuer) on the day before the Monthly Pool Date immediately following the receipt of a Loan Repurchase Notice in accordance with **Clause 8** (Warranties and Repurchase by the Seller) below.

4.2 Product Switches

- (a) The Seller may accept applications from, or make offers to, a Borrower for a Product Switch.
- (b) The Seller undertakes to the Issuer that it is and shall at all times remain solely responsible for documenting any relevant offer or, accepting any application, for a Product Switch made to or, received from, a Borrower with respect to any relevant Loan.
- (c) The Issuer shall not itself accept any application from, or make offers to, relevant Borrowers for Product Switches.
- (d) The Seller shall notify (by a notice in the form of **Schedule 7** (Further Advance, Product Switch and/or Underpayment Option Notice) hereto) the Issuer on the Monthly Pool Date following the

Monthly Period in which any Product Switch was made of any such Product Switches made during the previous Monthly Period. This notice can be combined with the notice specified in **Clause 4.1(f)** above.

- (e) In the event that the Seller makes a Product Switch in respect of any relevant Loan in the Portfolio under the terms of this **Clause 4.2**, the relevant Loan in respect of which a Product Switch is made will remain in the Portfolio provided that it satisfies the Asset Conditions and it is a Permitted Product Switch.
- (f) If the Servicer determines on the Monthly Test Date immediately following the Monthly Period in which the Product Switch was made that any of the relevant Asset Conditions have not been met as at the last day of the Monthly Period in which such Product Switch was made or the Product Switch was not a Permitted Product Switch as at the last day of the Monthly Period in which such Product Switch was made (or such breach was subsequently discovered in respect of such date) then the Seller will have an obligation to remedy such breach within ninety (90) days after receiving written notice of such breach from the Servicer and if such breach is not capable of remedy, or, if capable of remedy, is not remedied within the ninety (90) day period, the relevant Loan and its Related Security must be repurchased by the Seller at its then Current Balance on the day before the Monthly Pool Date immediately following the receipt of a Loan Repurchase Notice in accordance with **Clause 8** (Warranties and Repurchase by the Seller) below.

4.3 Underpayment Options

- (a) The Seller undertakes to the Issuer that it is and shall at all times remain solely responsible for documenting any election by a Borrower to exercise an Underpayment Option with respect to any relevant Loan.
- (b) The Seller shall notify (by a notice in the form of **Schedule 7** (Further Advance, Product Switch and/or Underpayment Option Notice) hereto) the Issuer on the Monthly Pool Date following the Monthly Period in which any Underpayment Option was made of any such Underpayment Options made during the previous Monthly Period. This notice can be combined with the notice specified in **Clause 4.1(f)** and/or **Clause 4.2(d)** above.
- (c) In the event that an Underpayment Option which is a Tested Underpayment Option is made in respect of any relevant Loan in the Portfolio under the terms of this **Clause 4.3**, the relevant Loan in respect of which an Underpayment Option is made will remain in the Portfolio provided that it satisfies the Asset Conditions.
- (d) If the Servicer determines on the Monthly Test Date immediately following the Monthly Period in which a Tested Underpayment Option was made that any of the relevant Asset Conditions have not been met as at the last day of the Monthly Period in which such Tested Underpayment Option was made (or such breach was subsequently discovered in respect of such date) then the Seller will have an obligation to remedy such breach within ninety (90) days after receiving written notice of such breach from the Servicer and if such breach is not capable of remedy, or, if capable of remedy, is not remedied within the ninety (90) day period, the relevant Loan and its Related Security must be repurchased by the Seller at its then Current Balance on the day before the Monthly Pool Date immediately following the receipt of a Loan Repurchase Notice in accordance with **Clause 8** (Warranties and Repurchase by the Seller) below.

4.4 General

Notwithstanding anything to the contrary in this Agreement:

- (a) the Seller when offering or making a Further Advance, Underpayment Option or Product Switch must act in accordance with the procedures relating to Further Advances, Product Switches or Underpayment Options (as applicable) which would be acceptable to a Reasonable, Prudent Mortgage Lender; and
- (b) neither the Seller (nor the Servicer acting on behalf of the Seller, the Issuer and the Security Trustee) shall take or omit to take any action, including without limitation, offering or making a Further Advance, Underpayment Option or Product Switch (as applicable) if such action or omission would result in the Issuer or the Security Trustee arranging or advising in respect of, administering or entering into a Regulated Mortgage Contract, or carrying on any credit-related regulated activity as defined in the FCA Handbook Glossary, or in each case agreeing to carry on any of these activities, if the Issuer or the Security Trustee would be required to be authorised under FSMA to do so.

4.5 Solvency Certificate

If the short-term, unsecured, unguaranteed and unsubordinated debt obligation ratings of the Seller or (where the Seller does not have an independent rating) YBS falls below P-2 by Moody's or the short-term issuer default rating of the Seller or (where the Seller does not have an independent rating) YBS falls below F-2 by Fitch, respectively as at a Monthly Pool Date (or (a) such other lower rating which is consistent with the then current rating methodology of the relevant Rating Agency or (b) such other lower rating that the Cash Manager certifies in writing to the Note Trustee and the Security Trustee would not have an adverse effect on the ratings of the Class A Notes or (c) such other lower rating as the Note Trustee may (but shall not be obliged to) agree, the Seller must provide to the Issuer and the Security Trustee a solvency certificate (substantially in the form set out in **Schedule 10** (Form of Solvency Certificate)), signed by two Authorised Signatories of the Seller.

4.6 Asset Conditions

The following conditions (the **Asset Conditions**) to be met at each Monthly Test Date in respect of any Further Advances, Product Switches and Tested Underpayment Options made in the Monthly Period immediately preceding the Monthly Test Date are:

- (a) the Current Balance of the Loans comprising the Portfolio, in respect of which the aggregate amount in arrears is more than three times the Monthly Payment then due, is less than 3 per cent. of the aggregate Current Balance of the Loans comprising the Portfolio at that date;
- (b) the General Reserve Fund is at the General Reserve Required Amount, or failing such condition, a drawing is made under the Class Z VFN in order to replenish the General Reserve Fund to the General Reserve Required Amount;
- (c) the Cash Manager is not aware that the then current ratings of the Class A Notes then outstanding would be downgraded, withdrawn or qualified as a result of the relevant Further Advance, Product Switch and/or Tested Underpayment Option remaining in the Portfolio;
- (d) each Loan and its Related Security which is the subject of a Further Advance, Product Switch and/or an Tested Underpayment Option complies at the date of such Further Advance, Product Switch and/or Tested Underpayment Option with the Loan Warranties;

- (e) the relevant Rating Agency Tests will not be breached as a result of the relevant Further Advance, Product Switch and/or Tested Underpayment Option remaining in the Portfolio (after taking into account any drawing under the Class Z VFN);
- (f) the Eligibility Criterion has not been breached;
- (g) if the making of a Product Switch would result in a New Loan Type being included in the Portfolio and advance notice in writing of any such Loans subject to a Product Switch and/or Further Advance remaining in the Portfolio has been provided to Moody's and Fitch and there being no reduction, qualification or withdrawal by Moody's or Fitch of the then current ratings of the Class A Notes as a consequence thereof;
- (h) the Interest Rate Swap Agreement, which complies with the applicable Moody's and Fitch's criteria at that time, hedges against the interest rates payable in respect of such Further Advance, Product Switch and/or Tested Underpayment Option until the maturity of such Loan;
- (i) the Class A Principal Deficiency Ledger does not have a debit balance as at the most recent Interest Payment Date after applying all Available Revenue Receipts on that Interest Payment Date;
- (j) the aggregate amount of all Further Advances made since the Closing Date does not exceed 2 per cent. of the Current Balance of the Loans comprised in the Portfolio on the day before the Closing Date;
- (k) if the short-term, unsecured, unguaranteed and unsubordinated debt obligation rating of the Seller or (where the Seller does not have an independent rating) YBS is rated less than P-2 by Moody's or the short-term issuer default rating of the Seller or (where the Seller does not have an independent rating) YBS is rated less than F-2 by Fitch, respectively as at a Monthly Pool Date, the Seller has delivered a solvency certificate to the Security Trustee in accordance with **Clause 4.5** (Solvency Certificate);
- (l) in respect of Further Advances, Product Switches or Tested Underpayment Options, the Advance Date, the Switch Date or the Option Date (as the case may be) falls before the Step-Up Date;
- (m) in respect of Product Switches, a Loan does not become an Interest-only Loan following such Product Switch;
- (n) in respect of Product Switches, a Loan does not become a Fixed Rate Loan with a remaining fixed rate term of more than 5 years 6 months (such term determined from the date the new loan is entered into by the relevant Borrower); and
- (o) no Seller Insolvency Event has occurred.

5. TRUST OF MONIES

- 5.1 Notwithstanding the sales effected by this Agreement, if at, or at any other time after the Closing Date (but prior to any repurchase in accordance with **Clause 8** (Warranties and Repurchase by the Seller)) the Seller holds, or there is held to its order, or it receives, or there is received to its order any property, interests, rights or benefits and/or the proceeds thereof (including, without limitation, the proceeds of any claim under the Third Party Buildings Policies) hereby agreed to be sold to the Issuer (and not repurchased by the Seller pursuant to **Clause 8** (Warranties and Repurchase by the Seller)), the Seller undertakes to each of the Issuer and the Security Trustee that, subject to **Clause 6**

(Perfection of the Sale), it will promptly remit, assign and/or transfer the same to the Issuer or, if appropriate, the Security Trustee or as any of them shall direct and until it does so or to the extent that the Seller is unable to effect such remittance, assignment or transfer, it will hold such property, interests, rights or benefits and/or the proceeds thereof upon trust for the Issuer.

- 5.2 If at, or any time after, the Closing Date the Issuer holds, or there is held to its order, or it receives, or there is received to its order, any property, interests, rights or benefits relating to any Loan and its Related Security repurchased by the Seller pursuant to **Clause 8** (Warranties and Repurchase by the Seller) and/or the proceeds thereof, the Issuer undertakes to the Seller that it will remit, assign, re-assign, or transfer the same to the Seller, as the case may require, and until it does so or to the extent that the Issuer is unable to effect such remittance, assignment, re-assignment or transfer, the Issuer undertakes to hold such property, interests, rights or benefits and/or the proceeds thereof upon trust for the Seller as the beneficial owner thereof or as the Seller may direct PROVIDED THAT the Issuer shall not be in breach of its obligations under this **Clause 5.2** if, having received any such monies and paid them to third parties in error, it pays an amount equal to the monies so paid in error to the Seller in accordance with the Servicing Agreement.

6. PERFECTION OF THE SALE

- 6.1 Completion of transfer by way of assignment of the legal title of the Loans and their Related Security to the Issuer will be completed on or before the 20th Business Day after the earliest to occur of the following:
- (a) the Seller being required to perfect legal title to the Loans and their Related Security:
 - (i) by an order of a court of competent jurisdiction;
 - (ii) by a regulatory authority which has jurisdiction over the Seller; or
 - (iii) by any organisation of which the Seller is a member or whose members comprise, but are not necessarily limited to, mortgage lenders with whose instructions it is customary for the Seller to comply; or
 - (b) it becoming necessary by law to perfect legal title to the Loans and their Related Security; or
 - (c) the security under the Deed of Charge or any material part of that security being, in the opinion of the Security Trustee, in jeopardy and the Security Trustee being required by the Note Trustee (on behalf of the Noteholders) so long as any Notes are outstanding or the other Secured Creditors if no Notes are then outstanding to take action to reduce that jeopardy; or
 - (d) the Seller calling for perfection by serving notice in writing to that effect on the Issuer and the Security Trustee; or
 - (e) the occurrence of a Seller Insolvency Event.
- 6.2 For the avoidance of doubt, prior to the completion of the assignment, or transfer (as appropriate) of any Loan and its Related Security to the Issuer pursuant to **Clause 6.1**, with effect from the Closing Date relating to that Loan and its Related Security legal title to each Loan and its Related Security in the Portfolio shall be vested in the Seller and sole beneficial title and interest shall be vested in the Issuer. Prior to perfection of the transfer of the legal title to Loans and their Related Security pursuant to this **Clause 6**, the Seller undertakes (to the extent that any of the following is vested in it) to hold all right, title, interest and benefit (both present and future) in and under (a) the Loans and their Related Security, following the acquisition of such Loans and their Related Security by the

Issuer and (b) any sums that are or may become due in respect thereof, on trust for the Issuer (excluding from such trust any Loans which have been repurchased by the Seller).

6.3 Perfection of the transfer and assignment in accordance with **Clause 6.1** of:

- (a) the Mortgages in the Portfolio shall be effected by means of a transfer in the form of the Land Registry Transfer set out in **Schedule 2** (Register of Transfers); and
- (b) the Loans and relevant Related Security shall be effected through notification to the relevant Borrowers and/or guarantors and/or insurers or other relevant third parties of the sale and transfer or assignment or assignation of the relevant Loans and their Related Security,

and, in each case, notice shall be given to each Borrower or any other relevant person of the sale and transfer of that Borrower's Loan and its Related Security to the Issuer and the charge by the Issuer of the Issuer's interest in that Borrower's Loan and its Related Security to the Security Trustee pursuant to the Deed of Charge.

6.4 Perfection of the transfer of other Related Security comprised in the Portfolio not catered for in **Clause 6.3** (including in respect of any Mortgage over unregistered land), shall be in such form as the Issuer and the Security Trustee may require.

6.5 Prior to perfection pursuant to **Clause 6.1**, the Issuer and the Security Trustee will not:

- (a) submit or require the submission of any notice, form, request or application to, or pay any fee for the registration of, or the noting of any interest at the Land Charges Department of the Land Registry in relation to the Issuer's or Security Trustee's interests in the Portfolio;
- (b) give or require the giving of any notice to any Borrower or any other relevant person of the sale or transfer of that Borrower's Loan and its Related Security to the Issuer, or the charge by the Issuer of the Issuer's interest in that Borrower's Loan and its Related Security to the Security Trustee pursuant to the Deed of Charge;
- (c) send or require to be sent to any solicitor, licensed conveyancer or other person who has acted on behalf of the Seller in respect of any Mortgage with respect to which the Seller has not received a complete set of the Title Deeds, a letter or other communication requiring such solicitor, licensed conveyance or other person to hold such documents to the order of the Issuer or the Security Trustee (as the case may be); or
- (d) take any other step or action analogous to those in **paragraphs (a) to (c)** above.

6.6 Within twenty-five (25) Business Days following perfection of the assignments or transfers contemplated by this Agreement pursuant to **Clause 6.1**, the Seller will do all of the acts, matters or things (including, for the avoidance of doubt, those acts, matters and things referred to in **Clause 6.5**) as the Security Trustee or the Issuer requires the Seller to do, including providing a bulk transfer of direct debit mandates and, in the case of all Borrowers who do not make payment by direct debit, ensuring that all Borrowers will be instructed to make all payments under the Loans directly to the GIC Account or such replacement bank account as the Security Trustee or the Issuer requires in order to give effect to the terms of the assignments contemplated in this Agreement, including without limitation completing all registration formalities.

6.7 The Seller shall indemnify each of the Issuer and the Security Trustee from and against any and all costs, fees and expenses (including, without limitation, legal fees and expenses and any applicable VAT thereon) which may be properly incurred by the Issuer and/or the Security Trustee and by reason of the doing of any act, matter or thing in order to perfect legal title to the Loans and their

Related Security (where entitled to do so under this **Clause 6**) including those relating to the discharge of any charges in favour of a third party which have not been postponed to a Further Advance.

- 6.8 The Issuer (subject to the prior written consent of the Security Trustee) shall, as soon as reasonably practicable following receipt of notification to it, or its agents, of completion of the registration of the transfer of all of the relevant Mortgages and other acts required to perfect the transfer of the relevant Loans and their Related Security, give notice thereof to the Seller and with such notice return the Seller Power of Attorney.

7. UNDERTAKINGS

- 7.1 The Issuer undertakes to the Seller that it will at all times (or will direct the relevant Servicer at all times to) use reasonable endeavours to administer and enforce (and exercise its powers and rights and perform its obligations under) the Loans comprised in the Portfolio and their Related Security in accordance with the policies set out at **Schedule 9** (Seller's Policies) to this Agreement (subject to such changes made by the Seller prior to transfer of legal title to the Loans in accordance with **Clause 6** (Perfection of the Sale) in accordance with the standard of a Reasonable, Prudent Mortgage Lender).

- 7.2 The Seller and the Issuer undertake to each other and to the Security Trustee that if and to the extent that any determination shall be made by any court or other competent authority or any ombudsman or regulator that:

- (a) any term which relates to the recovery of interest under the Standard Documentation applicable to a Loan and its Related Security is unfair; or
- (b) the Standard Variable Rate or any other discretionary interest rate or margin payable under any Loan (subject to any applicable caps, discounts and fixed rates) may not be set by any successors or assigns of the Seller or those deriving title from it; or
- (c) there has been any breach of or non-observance or non-compliance with any obligation, undertaking, covenant or condition on the part of the Seller relating to the interest payable by or applicable to a Borrower under any Loan,

then, subject to the receipt by the Security Trustee of a certificate signed by two authorised signatories of the Servicer stating that such a determination has been made under **paragraph (a), (b), or (c)** above (which the Security Trustee shall be entitled to accept as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on all Secured Creditors), the Issuer will serve upon the Seller a notice in the form of the Loan Repurchase Notice substantially in the form set out in **Schedule 4** (Loan Repurchase Notice) requiring the Seller to repurchase the relevant Loan and all other Loans under the relevant Mortgage Account and its Related Security in accordance with **Clause 8.8** (but in the case of a determination in respect of **paragraph (b)** above, only if at any time on or after such determination, the Standard Variable Rate of the Seller (as applicable) or other discretionary interest rate or margin shall be below or shall fall below the standard variable rate of interest set by such successors or assigns or those deriving title from them).

- 7.3 The Seller undertakes to the Issuer and the Security Trustee that (a) if its or (where the Seller does not have an independent rating) YBS's long-term, unsecured, unguaranteed and unsubordinated debt obligation rating falls below Baa3 by Moody's or the long-term issuer default rating of the Seller or (where the Seller does not have an independent rating) YBS falls below BBB- from Fitch (or (i) such other lower rating which is consistent with the then current rating methodology of the relevant Rating Agency or (ii) such other lower rating that the Cash Manager certifies in writing to the Note

Trustee and the Security Trustee would not have an adverse effect on the ratings of the Class A Notes or (iii) such other lower rating as the Note Trustee may (but shall not be obliged to) agree, the Seller (unless Moody's and/or, as the context may require, Fitch, as applicable, confirms that the current ratings of the Class A Notes will not be adversely affected) will deliver to the Issuer and the Security Trustee details of the names and addresses of the Borrowers with Loans then in the Portfolio, which may be provided in the document stored upon electronic media and a draft letter of notice to such Borrowers of the sale and assignment of the Loans and their Related Security to the Issuer and (b) if its or (where the Seller does not have an independent rating) YBS's long-term, unsecured, unguaranteed and unsubordinated debt obligation rating ceases to be assigned a long-term rating from Moody's of at least Baa3 (or (i) such other lower rating which is consistent with the then current rating methodology of Moody's or (ii) such other lower rating that the Cash Manager certifies in writing to the Note Trustee and the Security Trustee would not have an adverse effect on the rating of the Class A Notes or (iii) such other lower rating as may be agreed by the Note Trustee) (in each case, unless Moody's and/or, as the context may require, Fitch, as applicable, confirms that the current ratings of the Class A Notes will not be adversely affected), the Seller shall deliver an update of such information to the same parties on a monthly basis thereafter PROVIDED THAT, should the Seller be required as described in this **Clause 7.3** to provide the details of the names and addresses of Borrowers to the Security Trustee and the Issuer, each of the Security Trustee and the Issuer hereby agrees to appoint an agent (which shall be deemed to be the agent of the Issuer) that is located in the United Kingdom and which maintains all appropriate registrations, notifications, licences and authorities (if any) required under the Data Protection Act 1998 to receive and maintain such information on its behalf and security measures satisfactory to the Seller (acting reasonably) for protecting personal data.

- 7.4 The Seller undertakes to the Issuer and the Security Trustee that, pending perfection of the assignment or transfer after the occurrence of any event under **Clause 6** (Perfection of the Sale), the Seller:
- (a) shall not do or omit to do any act or thing which might prejudice the interests of the Issuer and/or the Security Trustee in the Portfolio;
 - (b) shall promptly notify the Issuer and the Security Trustee in writing if it receives written notice of any litigation or claim calling into question in any material way that Seller's or the Issuer's title to any Loan comprised in the Portfolio or its Related Security or if it becomes aware of any material breach of any of the Loan Warranties or other obligations under this Agreement unless such breach is rectified or such Loan is repurchased by the Seller;
 - (c) shall, if required so to do by the Issuer or the Security Trustee, participate or join in any legal proceedings to the extent necessary to protect, preserve and enforce that Seller's or the Issuer's or the Security Trustee's title to or interest in any Loan or its Related Security PROVIDED THAT the Seller is reimbursed by the Issuer, subject to and in accordance with the relevant Priority of Payments under and in accordance with the Transaction Documents, for the reasonable legal expenses and costs of such proceedings;
 - (d) shall use all reasonable endeavours to obtain as soon as reasonably possible that information which accurately and definitively identifies the relevant Mortgages (which may, for the avoidance of doubt, include the relevant title number) to each Property in respect of which a Mortgage is registered at the Land Registry provided that following the occurrence of an Event of Default, the Seller shall use reasonable endeavours to obtain as soon as reasonably possible in respect of the Mortgages the title numbers to each Property in respect of which a Mortgage is registered at the Land Registry to the extent such title number or other such information has not yet been provided; and

- (e) shall, where relevant, make and enforce claims under the Third Party Building Policies relating to the Properties of which it has the benefit and hold the proceeds of such claims on trust for the Issuer or as the Issuer may direct.

7.5 The Seller undertakes to the Issuer and the Security Trustee that it shall grant security powers of attorney to the Issuer and the Security Trustee substantially in the form set out in **Schedule 3** (Seller Power of Attorney) allowing any of the Issuer, the Security Trustee and their delegates from time to time (*inter alia*) to set the Standard Variable Rate and other discretionary rates and margins applicable to Loans (subject to the applicable Mortgage Conditions and **Clause 7.1**) in the circumstances referred to in **Clause 4** (Issuer Standard Variable Rates) of the Servicing Agreement PROVIDED THAT nothing in this **Clause 7.5** shall prevent the Seller (or any of its attorneys from time to time) from setting the interest rate applicable to a relevant Loan higher than those set or to be set or required or to be required by the Issuer or the Security Trustee or any delegate thereof. The Seller further undertakes to the Issuer and the Security Trustee that it will provide (and will procure that any successor, transferee or assignee provides), if required by the Issuer or the Security Trustee, a further power of attorney substantially in the form set out in **Schedule 3** (Seller Power of Attorney) including, for the avoidance of doubt, following any property transfer pursuant to the terms of the Banking Act 2009.

7.6 Unless (following an Event of Default) either the Security Trustee or the Issuer needs to ensure that there is no Shortfall (as defined in **Clause 4.3** of the Servicing Agreement) neither the Security Trustee nor the Issuer shall set the Standard Variable Rate and other discretionary mortgage rates and margins for Loans which are in the Portfolio (disregarding any discounts or additions to it) at rates higher than the then equivalent rates for loans originated by the Seller which are not in the Portfolio. Notwithstanding any provision of this Agreement or any other Transaction Document, the Security Trustee shall not be bound to take any steps to ascertain whether or not there is a Shortfall and, until it shall have actual knowledge or express notice pursuant to the Deed of Charge to the contrary, the Security Trustee shall be entitled to assume that no such Shortfall exists.

8. WARRANTIES AND REPURCHASE BY THE SELLER

- 8.1
- (a) The Seller hereby makes the Loan Warranties in relation to each of the Loans and their Related Security in the Portfolio on the Closing Date in favour of the Issuer and the Security Trustee.
 - (b) The Seller hereby makes the Loan Warranties in relation to each Loan which is subject to a Further Advance made by the Seller on the last day of the Monthly Period in which the relevant Advance Date occurred in favour of the Issuer and the Security Trustee.
 - (c) The Seller hereby makes the Loan Warranties in relation to each Loan which is subject to a Product Switch made by the Seller on the last day of the Monthly Period in which the relevant Switch Date occurred in favour of the Issuer and the Security Trustee.
 - (d) The Seller hereby makes the Loan Warranties in relation to each Loan which is subject to a Tested Underpayment Option made by the Seller on the last day of the Monthly Period in which the relevant Option Date occurred in favour of the Issuer and the Security Trustee.
 - (e) Each statement comprised in the Loan Warranties shall be construed as a separate statement and (save as expressly provided to the contrary) shall not be limited or restricted by reference to or inference from the terms of any other such statement.
 - (f) The Seller acknowledges:

- (i) that the Loan Warranties are made with a view to inducing the Issuer and the Security Trustee either to enter into this Agreement and the other Transaction Documents to which it is a party or to inducing the Issuer to agree to purchase the Loans and their Related Security;
 - (ii) that each of the Issuer and the Security Trustee has entered into this Agreement and the other Transaction Documents to which it is a party in reliance upon the Loan Warranties notwithstanding any information in fact possessed or discoverable by the Issuer and/or the Security Trustee or otherwise disclosed to any of them; and
 - (iii) that prior to entering into this Agreement and the other Transaction Documents to which each is a party neither the Issuer nor the Security Trustee has made any enquiries of any matter.
- (g) The Security Trustee and the Issuer acknowledge that they have not entered into this Agreement in reliance upon any representation, warranty or undertaking other than those set out in this Agreement or upon any other enquiry, investigation or search whatsoever.

8.2 The Issuer's and the Security Trustee's sole remedy in respect of a breach of any of the Loan Warranties shall be to take action under this **Clause 8**. Furthermore, in respect of any actual or alleged breach of **Clause 8.1**, the Issuer shall, as applicable:

- (a) notify the Seller as soon as reasonably practicable following any claim by any person of or arising from such actual or alleged breach and thereafter keep the Seller informed in relation to such claim;
- (b) not settle or compromise any such claim made or otherwise do anything which may be prejudicial to the position of the Seller in relation thereto having regard to this Agreement, except pursuant to the written directions of the Seller or with the Seller's prior written approval, such directions and approval not to be unreasonably withheld; and
- (c) comply with the Seller's reasonable directions as to answering, disputing, defending, compromising, settling, or otherwise in relation to the claim made or initiated (including without limitation the instruction of particular legal advisers), and if and to the extent required by the Seller, do such things as the Seller may reasonably require to enable and authorise the Seller or persons nominated by the Seller to answer, dispute, defend, compromise, settle or otherwise deal with any such claim, or mitigate loss or potential loss on behalf of the Issuer,

subject in each case to the Seller indemnifying the Issuer and the Security Trustee against the consequences (including the direct costs) of complying with the Seller's directions and requirements.

8.3 In the event of a material breach of any of the Loan Warranties in respect of any Loan and/or its Related Security made under **Clause 8.1** or if any of those Loan Warranties proves to be materially untrue in the case of a Loan in respect of which a Further Advance, Product Switch or Tested Underpayment Option is made as at the last day of the Monthly Period in which such Further Advance, Product Switch or Tested Underpayment Option is made as tested at the Monthly Test Date immediately after the Monthly Period in which the Seller made the relevant Further Advance, Tested Underpayment Option or Product Switch (as the case may be):

- (a) the Issuer shall give notice to the Seller as soon as reasonably practicable and in any event within thirty (30) days of discovery of such breach or breaches, specifying the Loans to which such breach or breaches relate and (in reasonable detail having regard to its level of knowledge) the facts giving rise to such breach or breaches and where practicable what, in

its reasonable opinion, is its best estimate (on a without prejudice basis) of the amount of any warranty claim; and

- (b) if such matter is capable of remedy, the Seller shall use all reasonable endeavours to remedy the matter giving rise to any breach of a Loan Warranty at any time within ninety (90) days from and including the date upon which the Issuer gives notice under paragraph (a).

- 8.4 Where the Seller fails to remedy the matter giving rise to the breach of a Loan Warranty within the above ninety (90) day period, or if such matter is not capable of remedy, then, subject to the prior written consent of the Security Trustee (which shall be given upon receipt by the Security Trustee of a certificate signed by two authorised signatories of the Servicer stating that a determination has been made that the repurchase of such Loans pursuant to this **Clause 8** is for equivalent value (which shall mean equivalent value in the proceeds of further funding under the Class Z VFN)), the Issuer shall serve upon the Seller a Loan Repurchase Notice in duplicate substantially in the form set out in **Schedule 4** (Loan Repurchase Notice) requiring the Seller to repurchase the relevant Loan (which, for the avoidance of doubt, shall include any Loan to which a Further Advance, Product Switch or Tested Underpayment Option relates) and its Related Security (and any other Loan secured or intended to be secured by that Related Security or any part of it) in accordance with **Clause 8.8**.
- 8.5 If the Seller accepts an application from, or makes an offer (which is accepted) to, a Borrower for a Further Advance in respect of any Loan in the Portfolio and the Asset Conditions set out in **Clause 4.6** (Asset Conditions) (other than that set out in **Clause 4.6(d)**) are not satisfied on the Monthly Test Date (using data calculated as at the last day of the immediately preceding Monthly Period) immediately following the Monthly Period in which the Further Advance was made and where such breach is either not capable of remedy or has not been remedied within ninety (90) days from and including such Monthly Test Date, then the Issuer shall serve on the Seller a Loan Repurchase Notice (in duplicate) substantially in the form set out in **Schedule 4** (Loan Repurchase Notice) requiring the Seller to repurchase the relevant Loan which is the subject of the Further Advance and its Related Security in accordance with **Clause 8.8**. Any breach of **Clause 4.6(d)** in the case of a Further Advance shall be subject to **Clause 8.3** (above).
- 8.6 If the Seller accepts an application from, or makes an offer (which is accepted) to, a Borrower for a Product Switch in respect of any Loan in the Portfolio and (a) the Product Switch was not a Permitted Product Switch and (b) the Asset Conditions set out in **Clause 4.6** (Asset Conditions) (other than that set out in **Clause 4.6(d)**) are not satisfied on the Monthly Test Date (using data calculated as at the last day of the immediately preceding Monthly Period) immediately following the Monthly Period in which the Product Switch was made and where such breach is either not capable of remedy or has not been remedied by the Seller within ninety (90) days from and including such Monthly Test Date, then the Issuer shall serve on the Seller a Loan Repurchase Notice (in duplicate) substantially in the form set out in **Schedule 4** (Loan Repurchase Notice) requiring the Seller to repurchase the relevant Loan which is the subject of the Product Switch and its Related Security in accordance with **Clause 8.8**. If the Seller accepts an application from, or makes an offer (which is accepted) to, a Borrower for a Product Switch which converts a Loan to a Buy to Let Loan that Loan shall be in material breach of the Loan Warranties and **Clause 8.3** above shall apply. Any breach of **Clause 4.6(d)** in the case of a Further Advance shall be subject to **Clause 8.3** (above).
- 8.7 If the Seller accepts an application from a Borrower for an Underpayment Option which is a Tested Underpayment Option in respect of any Loan in the Portfolio and the Asset Conditions set out in **Clause 4.6** (Asset Conditions) (other than that set out in **Clause 4.6(d)**) are not satisfied on the Monthly Test Date (using data calculated as at the last day of the immediately preceding Monthly Period) immediately following the Monthly Period in which the Tested Underpayment Option was made and where such breach is either not capable of remedy or has not been remedied by the Seller within ninety (90) days from and including such Monthly Test Date, then the Issuer shall serve on the Seller a Loan Repurchase Notice (in duplicate) substantially in the form set out in **Schedule 4**

(Loan Repurchase Notice) requiring the Seller to repurchase the relevant Loan which is the subject of the Tested Underpayment Option and its Related Security in accordance with **Clause 8.8**. Any breach of **Clause 4.6(d)** in the case of a Tested Underpayment Option shall be subject to **Clause 8.3** (above).

- 8.8 If YBS is replaced as the Interest Rate Swap Provider, the Issuer shall promptly serve on the Seller a Loan Repurchase Notice (in duplicate) substantially in the form set out in **Schedule 4** (Loan Repurchase Notice) requiring the Seller to repurchase any Loan subject to a Further Advance or Product Switch in accordance with **Clause 8.9**.
- 8.9 Upon receipt of a Loan Repurchase Notice duly signed on behalf of the Issuer, the Seller shall promptly sign and return a duplicate copy, and the Seller shall repurchase from the Issuer and the Issuer shall accordingly re-assign or re-transfer to the Seller free from the Security created by or pursuant to the Deed of Charge, the relevant Loan or Loans and its (or their) Related Security (and any other Loan secured or intended to be secured by that Related Security or any part of it). Completion of such repurchase pursuant to this **Clause 8.8** shall take place (a) on the Monthly Pool Date immediately following the receipt of such Loan Repurchase Notice or (b) such other date as the Issuer may direct in the Loan Repurchase Notice (PROVIDED THAT the date so specified by the Issuer shall not be later than ninety (90) days after receipt by the Seller of such notice).
- 8.10 On the repurchase date specified in the Loan Repurchase Notice, the Seller shall pay to the GIC Account (or as the Issuer shall direct) an amount equal to the aggregate of the Current Balance (excluding, if applicable, the amount of any Further Advance which has not yet been paid for by the Issuer) of the relevant Loan or Loans (determined as at the day before the relevant Monthly Pool Date (excluding, if applicable, the amount of any Further Advance which has not yet been paid for by the Issuer)), as the case may be. Where a Loan is repurchased by the Seller, the provisions of **Clause 8.11** shall apply.
- 8.11 On the date of completion of any repurchase of a Loan or Loans and its (or their) Related Security in accordance with this **Clause 8**, the Security Trustee shall be deemed to give its consent to such repurchase (and, for the avoidance of doubt, the release of such Loan from the Security) if the Security Trustee receives written confirmation from an Authorised Signatory of each of the Issuer and the Seller that the repurchase has been made in accordance with this **Clause 8** and the purchase price for such loan or Loans has been paid to the GIC Account (or such other account as the Issuer shall direct).
- 8.12 If the assignment or transfer to the Issuer of such Loan or Loans and its (or their) Related Security has been perfected in accordance with **Clause 6** (Perfection of the Sale) the Issuer shall deliver to the Seller on the date of completion of the repurchase of such Loan or Loans:
- (a) a transfer of such Mortgage to the Seller in the form of the Land Registry Transfer set out in **Part 2** (Issuer Registered Transfer) of **Schedule 2** (Register of Transfers) (or, if the transfer is in respect of unregistered land, in the form agreed between the Issuer and the Seller);
 - (b) if notice has previously been given to the relevant Borrower of the sale of that Borrower's Loan and its Related Security to the Issuer, give further notice to the Borrower of the repurchase of that Borrower's Loan and its Related Security by the Seller;
 - (c) a re-assignment of the rights of the Issuer in respect of the relevant Related Security other than the relevant Mortgage, in a form reasonably acceptable to the Seller; and
 - (d) a notification to the Servicer that all further sums due in respect of such repurchased Loan are for the Seller's account.

- 8.13 The Security Trustee agrees and acknowledges that upon the repurchase of a Loan or Loans and its (or their) Related Security in accordance with this **Clause 8** such Loan and its Related Security (and any other related rights under the same) shall be released from the Security constituted by the Deed of Charge.
- 8.14 Upon completion of any purchase, transfer, re-transfer or repurchase pursuant to this **Clause 8**, the Seller shall cease to be under any further obligation to hold any Loan Files, Title Deeds or other documents relating to such Loan or Loans and its (or their) Related Security to the order of the Issuer and if the Issuer holds or has under its control the Loan Files and other documents relating to the Loan or Loans it will return them (or direct the return) to the Seller. Any such purchase, transfer, re-transfer or repurchase by the Seller of or in respect of a Loan or Loans and its (or their) Related Security shall constitute a discharge and release of the Seller from any claims which the Issuer or the Security Trustee may have against the Seller arising from the relevant Loan Warranties in relation to that Loan and its Related Security only but shall not affect any rights arising from a breach of any other express provision of this Agreement or any Loan Warranty in relation to any other Loan and other Related Security.
- 8.15 After the Seller becomes aware of any event and/or fact which may reasonably give rise to an obligation under any Clause of this Agreement to repurchase any Loan it shall notify the Issuer and the Security Trustee in writing thereof as soon as reasonably practicable.
- 8.16 The parties to this Agreement may waive or amend the Loan Warranties, only if they have obtained the written consent of the Security Trustee at or prior to the time the amendment or waiver takes place. The Security Trustee shall be entitled to consent to such waiver or amendment provided that it receives written confirmation from the Cash Manager (and signed by two Authorised Signatories) that the then current ratings of the Class A Notes will not be downgraded, withdrawn or qualified as a result of such amendment or waiver.
- 8.17 The terms of this **Clause 8** shall not prejudice the rights of the Issuer.
- 8.18 If a breach of a Loan Warranty arises in respect of any Loan and (in either case) no repurchase requirement arises in respect of the Seller pursuant to this **Clause 8** neither the Issuer nor the Security Trustee shall have any claim against the Seller in respect of, or in relation to, such breach of Loan Warranty in relation to that Loan. For the avoidance of doubt, save as provided for in this **Clause 8**, the Seller is not obliged to repurchase any other Loan or its Related Security.
- 8.19 If the Seller makes any payment to the GIC Account (or as the Issuer shall direct) in full satisfaction of any claim made by the Issuer or the Security Trustee in relation to any Loan Warranty set out in **Schedule 1** (Loan Warranties), the Issuer or the Security Trustee, as the case may be, shall assign to the Seller such rights as they have against any third party which relate to such claim.
- 8.20 If a Loan has never existed, or has ceased to exist, such that it is not outstanding on the date on which it is due to be repurchased pursuant to this **Clause 8**, the Seller shall not be obliged to repurchase the Loan and the Related Security but shall instead indemnify the Issuer and the Security Trustee against any loss suffered by reason of any Loan Warranty relating to or otherwise affecting that Loan being untrue or incorrect by reference to the facts subsisting at the date on which the relevant Loan Warranty was given, provided that the amount of such indemnity shall not exceed the sum of (a) the Current Balance of the Loan that would have been payable by the Borrower in respect of such Loan on and after the relevant completion date for the repurchase in relation to such Loan had the Loan existed and complied with each of the Loan Warranties set out in **Schedule 1** (Loan Warranties) as at such date in relation to such Loan and (b) interest thereon from such relevant completion date at the weighted average yield of the Loans in the Portfolio, as calculated by the Servicer.

9. GUARANTEE

9.1 YBS unconditionally and irrevocably:

- (a) guarantees to each of the Issuer and (other than in respect of Loans in respect of which the security expressed to be created by or pursuant to the Deed of Charge has been released by the Security Trustee (the **Released Loans**)) the Security Trustee the proper and punctual performance by the Seller of the Guaranteed Obligations in accordance with this Agreement and unconditionally and irrevocably undertakes to each of the Issuer and (other than in respect of Loans in respect of which the security expressed to be created by or pursuant to the Deed of Charge has been released by the Security Trustee) the Security Trustee that if and each time the Seller does not properly perform the Guaranteed Obligations, YBS (or one of its subsidiaries) will procure that the Seller (or, failing which, YBS or one of its subsidiaries) carries out and performs the Guaranteed Obligations forthwith upon first written demand by the Issuer or (other than in respect of the Released Loans) following the Security becoming enforceable, the Security Trustee; and
- (b) agrees with the Issuer and the Security Trustee that if any Guaranteed Obligation becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify the Issuer and/or the Security Trustee immediately on demand against any cost, loss or liability it incurs as a result of the Seller not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it on the date when it would have been due. The amount payable by YBS under this indemnity will not exceed the amount it would have had to pay under this **Clause 9** if the amount claimed had been recoverable on the basis of a guarantee.

9.2 The obligations of YBS under this **Clause 9** will not be affected by an act, omission, matter or thing which, but for this **Clause 9**, would reduce, release or prejudice any of its obligations under this **Clause 9**.

9.3 YBS waives any right it may have of first requiring the Issuer or the Security Trustee to proceed against or enforce any other rights or security or claim for payment from any person before claiming from YBS under this **Clause 9**. This waiver applies irrespective of any law or any provision of a Transaction Document to the contrary.

10. FURTHER ASSURANCE

10.1 The parties hereto agree that they will co-operate fully to do all such further acts and things and execute any further documents that may be necessary or desirable to give full effect to the transactions contemplated by this Agreement (but subject always to **Clause 6** (Perfection of the Sale)).

10.2 The Seller shall provide all reasonable co-operation to the Issuer and the Security Trustee to enable them to carry out their respective duties and enforce their rights under the Transaction Documents. Without prejudice to the generality of the foregoing, the Seller shall:

- (a) upon reasonable prior notice and during normal office hours, permit the Issuer, the Security Trustee and their authorised employees and agents and other persons nominated by the Security Trustee and approved by the Seller (such approval not to be unreasonably withheld or delayed), to review the Loans, Loan Files and any Related Security in relation to the Portfolio (subject to such person(s) agreeing to keep the same confidential PROVIDED THAT disclosure shall be permitted to the professional advisors and auditors of the party to whom such disclosure is made and/or to the extent that such disclosure is required by law or for the purpose of any judicial or other proceedings or for the purpose of discharging, in

such manner as it thinks fit, its duties under or in connection with any of the Transaction Documents); and/or

- (b) give promptly all such information and explanations relating to the Loans and their Related Security as the Issuer and/or the Security Trustee may reasonably request (including a list of the Loans and their Related Security in the Portfolio),

PROVIDED THAT prior to completion of the transfer of the legal title to the Loans and their Related Security in accordance with **Clause 6** (Perfection of the Sale), the Seller shall be under no obligation to provide any information or documentation to any person other than the Issuer and/or the Security Trustee or their respective employees and/or professional advisors or allow such person access to the Loan Files or Title Deeds if to do so would result in a breach of the applicable Loan Agreement or the Data Protection Act 1998.

11. CONSEQUENCES OF BREACH

Without prejudice to **Clauses 7** (Undertakings) and **8** (Warranties and Repurchase by the Seller), the Issuer and the Security Trustee severally acknowledge and agree with the Seller, and the Security Trustee acknowledges and agrees with the Issuer, that the Seller shall have no liability or responsibility (whether, in either case, contractual or tortious, express or implied) for any loss or damage for or in respect of any breach of, or any act or omission in respect of, any of its obligations hereunder other than loss or damage directly (and not indirectly or consequentially) suffered by the Issuer by reason of such breach, act or omission. For this purpose (and without limiting the scope of the above exclusion in respect of indirect or consequential loss or damage) any loss or damage suffered by the Issuer or such assets as a result of the breach, act or omission in question also having been or given rise to an Event of Default or enforcement of the Security created by the Deed of Charge shall be treated as indirect or consequential loss or damage PROVIDED THAT this sentence shall not apply to any direct or non-consequential loss or damage arising from any such breach, act or omission.

12. SUBORDINATION

The Seller agrees with the Issuer and the Security Trustee that on the enforcement of any Mortgage any sums owed to the Seller by a Borrower and which are secured under such Mortgage and the rights and remedies of the Seller in respect of the sums owed to the Seller shall at all times be subject and subordinated to any sums owed to the Issuer by the Borrower and which are secured under such Mortgage and to the rights and remedies of the Issuer in respect of such sums owed to the Issuer by the Borrower.

13. NON-MERGER

Any term of this Agreement to which effect is not given on the Closing Date (including in particular, but without limitation, the liability of the Seller under the Loan Warranties and the indemnity in **Clause 6.7**) shall not merge and shall remain in full force and effect notwithstanding the sale and purchase contemplated by this Agreement.

14. NO AGENCY OR PARTNERSHIP

It is hereby acknowledged and agreed by the parties that nothing in this Agreement shall be construed as giving rise to any relationship of agency, save as expressly provided herein, or partnership between the parties and that in fulfilling its obligations hereunder, each party shall be acting entirely for its own account.

15. PAYMENTS/VAT

- 15.1 Except as otherwise specifically provided, all payments to be made pursuant to this Agreement shall be made in sterling in immediately available funds without exercising or seeking to exercise any right of set-off as may otherwise exist and shall be deemed to be made when they are received by the payee and shall be accounted for accordingly unless failure to receive any payment is due to an error by the payee's bank.
- 15.2 Any sum (or other consideration) payable (or provided) by the Issuer to the Seller pursuant to this Agreement shall be deemed to be inclusive of any VAT chargeable on any supply or supplies for which that sum (or other consideration) is the consideration (in whole or in part) for VAT purposes and Section 89 of the Value Added Tax Act 1994 shall not apply to affect the amount of such sum (or other consideration) payable (or provided).

16. WAIVERS AND VARIATION

- 16.1 Exercise or failure to exercise any right under this Agreement shall not, unless otherwise herein provided, constitute a waiver of that or any other right.
- 16.2 Subject to Clause 24.7 (Modification to Transaction Documents) of the Deed of Charge any amendments to this Agreement will be made only with the prior written consent of each party to this Agreement.

17. NOTICES

Any notices to be given pursuant to this Agreement to any of the parties hereto shall be in writing and shall be sufficiently served if sent by prepaid first class post, by hand, by facsimile transmission or by email and shall be deemed to be given (in the case of facsimile transmission) when despatched or (in the case of email) when sent or (in the case of first class post) when it would be received in the ordinary course of the post and shall be sent:

- (a) in the case of the Accord, as Seller, to Accord Mortgages Limited, c/o Yorkshire Building Society, Yorkshire House, Yorkshire Drive, Bradford, West Yorkshire BD5 8LJ (facsimile number: +44 (0)1 2743 91858) for the attention of Treasury Operations Manager;
- (b) in the case of the Issuer, to Brass No.5 PLC, c/o Wilmington Trust SP Services (London) Limited, Third Floor, 1 King's Arms Yard, London EC2R 7AF (facsimile number: +44 (0) 20 7397 3601) for the attention of The Directors; and
- (c) in the case of the Security Trustee, to U.S. Bank Trustees Limited, 125 Old Broad Street, Fifth Floor, London, EC2N 1AR (facsimile number +44 (0)20 7365 2577) for the attention of Structured Finance Relationship Management.

or to such other address or facsimile number or for the attention of such other person or entity as may from time to time be notified by any party to the others by written notice in accordance with the provisions of this **Clause 17**.

18. ASSIGNMENT AND SALE

- 18.1 Subject always to the provisions of **Clause 19** (Change of and Role of Security Trustee), no party hereto shall be entitled to assign all or any part of its rights or obligations hereunder to any other party without the prior written consent of each of the other parties hereto (which shall not, if requested, be unreasonably withheld) save that the Issuer shall be entitled to assign whether by way of security or otherwise all or any of its rights under this Agreement without such consent to the

Security Trustee pursuant to the Deed of Charge and the Security Trustee may at its sole discretion assign all or any of its rights under or in respect of this Agreement without such consent to any successor or additional Security Trustee in exercise of its rights under the Deed of Charge.

- 18.2 The Seller acknowledges that on the assignment pursuant to the Deed of Charge by the Issuer to the Security Trustee of the Issuer's rights under this Agreement, the Security Trustee may enforce such rights in the Security Trustee's own name without joining the Issuer in any such action (which right the Seller hereby waives) and the Seller hereby waives as against the Security Trustee any rights or equities in its favour arising from any course of dealing between the Seller and the Issuer.

19. CHANGE OF AND ROLE OF SECURITY TRUSTEE

- 19.1 If there is any change in the identity of the Security Trustee in accordance with the Deed of Charge, the Seller and the Issuer shall execute such documents and take such action as the successor or additional Security Trustee and the outgoing Security Trustee may reasonably require for the purpose of vesting in the successor or additional Security Trustee the rights and obligations of the outgoing Security Trustee hereunder and releasing the outgoing Security Trustee from its future obligations under this Agreement and the Seller shall give notice thereof to the Rating Agencies.
- 19.2 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 hereunder and that the Security Trustee has agreed to become a party to this Agreement for the purpose only of taking the benefit of this Agreement and agreeing to amendments to this Agreement. For the avoidance of doubt, the parties to this Agreement acknowledge that the rights, powers and obligations of the Security Trustee are governed by the Deed of Charge. Any liberty or right which may be exercised (or not exercised, as the case may be) or determination which may be made under this Agreement by the Security Trustee may be exercised (or not exercised, as the case may be) or made in the Security Trustee's absolute discretion or as directed by the Note Trustee pursuant to the Deed of Charge without any obligation to give reasons therefor and the Security Trustee shall not be responsible for any liability occasioned by so acting but subject always to the provisions of the Deed of Charge. For the avoidance of doubt and without prejudice to the obligations of the Issuer, neither the Security Trustee nor any receiver appointed pursuant to the Deed of Charge shall be liable to pay any amounts under this Agreement.
- 19.3 The Security Trustee shall not have any duty to monitor or supervise the performance by the Seller of its duties and obligations under this Agreement or any other Transaction Document (and the Security Trustee shall be entitled to assume that the Seller 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 hereto or any other party resulting from the acts or omissions of the Seller or any of its agents, sub-contractors, representatives or delegates in the discharge of any of the duties and obligations the Seller is obliged to perform as the agent of, among others, the Security Trustee.

20. NON-PETITION

- 20.1 Each party to this Agreement (other than the Issuer and the Security Trustee) hereby, in addition to and without prejudice to its rights and obligations as a Secured Creditor (including, without limitation, pursuant to Clause 21.1 (No Enforcement by Secured Creditors) of the Deed of Charge), agrees that it shall not take any steps whatsoever to recover any amount due or owing to it pursuant to this Agreement or any other debts whatsoever owing to it by the Issuer, or procure the winding-up or liquidation of the Issuer or the making of an administration order in relation to the Issuer or the filing of documents with the court in relation to the Issuer or the service of a notice of intention to appoint an administrator in relation to the Issuer in respect of any of the liabilities of the Issuer whatsoever other than to the extent expressly permitted under the Deed of Charge.

20.2 This **Clause 20** shall survive the termination of this Agreement.

21. LIMITED RECOURSE

21.1 The Seller hereby acknowledges and agrees that all obligations of the Issuer to the Seller in respect of amounts owing to the Seller pursuant to this Agreement are subject to the terms of Clause 21.2 (Limited Recourse) of the Deed of Charge.

21.2 This **Clause 21** shall survive the termination of this Agreement.

22. OBLIGATIONS AS CORPORATE OBLIGATIONS

22.1 No recourse against shareholders and others

No party to this Agreement shall have any recourse against nor shall any personal liability attach to any shareholder, officer, agent, employee or director of any member of the Issuer in his capacity as such, by any Proceedings or otherwise, in respect of any obligation, covenant, or agreement of any member of the Issuer contained in the Transaction Documents.

22.2 No liability for obligations of any member of the Issuer

No party, other than the Issuer, shall have any liability for the obligations of the Issuer and nothing in the Transaction Documents shall constitute the giving of a guarantee, an indemnity or the assumption of a similar obligation by any other party to the Transaction Documents in respect of the performance by the Issuer of its obligations.

23. THIRD PARTY RIGHTS

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 but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

24. EXECUTION IN COUNTERPARTS; SEVERABILITY

24.1 This Agreement may be executed in any number of counterparts (manually, electronically or by facsimile) each of which when so executed and delivered is an original, but all the counterparts together constitute the same document. This Agreement shall be fully effective and binding on each party hereto upon at least one copy of this Agreement having been executed and delivered by such party notwithstanding that any other party to this Agreement has executed or has delivered or delivers a counterpart of this Agreement.

24.2 Where any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations under this Agreement, or of such provision or obligation in any other jurisdiction, shall not be affected or impaired thereby.

25. GOVERNING LAW

This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of England.

26. SUBMISSION TO JURISDICTION

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

SIGNATORIES

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement as a deed on the day and year first before written.

Issuer

EXECUTED and **DELIVERED** as a **DEED** by)
BRASS NO.5 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

in the presence of

Witness:

Name:

Address:

Cash Manager

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

By authority of the Board of Directors

Servicer

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

By authority of the Board of Directors

Security Trustee

EXECUTED and DELIVERED as a DEED by)
U.S. BANK TRUSTEES LIMITED)
acting by two duly authorised Attorneys:)
)
)
)

SCHEDULE 1

LOAN WARRANTIES

1. Loans

- 1.1 The particulars of the Loans set out in the notice attaching or setting out data in respect of the Loans in the Portfolio (the **Portfolio Notice**) are true, complete and accurate in respect of the data fields described in the Schedule to the Portfolio Notice as at the Cut-Off Date and in relation to all Loans the details of such loans as recorded in the computer system of the Seller, to the extent they relate to data fields in the relevant Portfolio Notice, are complete, true and accurate as at the Cut-Off Date.
- 1.2 Each Loan was originated or purchased by the Seller in the ordinary course of business and was denominated in pounds Sterling upon origination (or was denominated in euro upon origination or acquisition if the euro has been adopted as the lawful currency of the United Kingdom).
- 1.3 Prior to the making of each Initial Advance and Further Advance, the Lending Criteria and all preconditions to the making of any Loan were satisfied in all material respects (for the avoidance of doubt, including but not limited to that the relevant income certification in relation to Borrowers have been performed on all Loans (except for Fast Track Loans)) subject only to such exceptions and waivers as made on a case by case basis as would be acceptable to a Reasonable, Prudent Mortgage Lender.
- 1.4 The Lending Criteria are consistent with the criteria that would be used by a Reasonable, Prudent Mortgage Lender.
- 1.5 Each Loan and its Related Security was made substantially on the terms of the Standard Documentation without any material variation thereto and nothing has been done subsequently to add to, lessen, modify or otherwise vary the express provisions of any of the same in any material respect.
- 1.6 At least two monthly payments due in respect of each Loan have been paid by the relevant Borrower.
- 1.7 The Current Balance on each Loan and its Related Security constitute a legal, valid, binding and enforceable debt due to the Seller from the relevant Borrower and the terms of each Loan and its Related Security constitute valid and binding obligations of the Borrower enforceable in accordance with their terms and non-cancellable except that enforceability may be limited by bankruptcy, insolvency or other similar laws of general applicability affecting the enforcement of creditors' rights generally and the court's discretion in relation to equitable remedies.
- 1.8 The rate of interest under each Loan is charged in accordance with the Standard Documentation, subject to the terms of any offer letter in relation thereto.
- 1.9 No agreement for any Loan is wholly or partly a regulated agreement as defined in Section 8(3) of the Consumer Credit Act 1974 as amended, extended or re-enacted from time to time (the **CCA**) or treated as such or, to any extent that any Loan is wholly or partly a regulated agreement or treated as such, the Seller complied in all material respects with all regulatory requirements in respect of the Loan, in particular, without limitation, the provisions under the CCA and of CONC.
- 1.10 All of the Borrowers are individuals (and not partnerships) and were aged 18 years or older at the date they executed the relevant Mortgage.

- 1.11 No Loan has a maturity date falling later than three years earlier than the Final Maturity Date.
- 1.12 Each Loan and its Related Security is valid, binding and enforceable in accordance with its terms and is non-cancellable except that enforceability may be limited by bankruptcy, insolvency or other similar laws of general applicability affecting the enforcement of creditors' rights generally and the court's discretion in relation to equitable remedies.
- 1.13 All approvals, consents and other steps necessary to permit a legal or equitable or beneficial transfer, or a transfer of servicing or other disposal as and in the manner contemplated by the Transaction Documents from the Seller to the Issuer, of the Loans and their related Mortgages to be sold under this Agreement have been obtained or taken and there is no requirement in order for the transfer to be effective to obtain the consent of the Borrower before, on or after any equitable or beneficial transfer or before any legal transfer of the Loans and their related Mortgages and such transfer or disposal shall not give rise to any claim by the Borrower against the Issuer, the Security Trustee or any of their successors in title or assigns.
- 1.14 No Related Security consists of "stock" or "marketable" securities (in either case for the purposes of Section 122 of the Stamp Act 1891), "chargeable securities" (for the purposes of Section 99 of the Finance Act 1986) or a "chargeable interest" for the purposes of Section 48 of the Finance Act 2003.
- 1.15 None of the provisions of the Loans have been waived, altered or modified in any way by the Seller other than:
- (a) any variation agreed with a Borrower to control or manage arrears on a Loan;
 - (b) any variation in the maturity date of a Loan unless the maturity date is later than three years earlier than the Final Maturity Date;
 - (c) any variation imposed by statute or as a result of UK government policy changes or initiatives aimed at assisting homeowners (including Borrowers) in meeting payments on their mortgage loans;
 - (d) any variation to the interest rate as a result of the Borrowers switching to a different rate;
 - (e) any change to a Borrower under the Loan or the addition of a new Borrower under a Loan or removal of a Borrower;
 - (f) any change in the repayment method of the Loan; or
 - (g) any partial release of security where, after such release, the Loan continues to satisfy the applicable LTV ratio requirements set out in the Rating Agency Tests,

provided that this Loan Warranty 1.15 does not apply to Product Switches.

- 1.16 As at 31 October 2016, no Loan was one or more months in arrears.
- 1.17 So far as the Seller is aware, no Borrower is in breach of any obligation under a Loan other than in respect of Monthly Payments.
- 1.18 No Loan is a Self-certified Loan or was a Self-certified Loan as at the date of origination of the relevant Loan, a Buy to Let Loan, a New Build Loan, an Offset Loan, an Interest-Only Loan or a Right to Buy Loan.
- 1.19 No Loan had an Unindexed LTV greater than 90% as at the Cut-Off Date.

- 1.20 No Loan had an Indexed LTV greater than 90% as at the Cut-Off Date
- 1.21 No Borrower had a credit application score of less than 200 in respect of its application for the relevant Mortgage (as determined in accordance with the Seller's origination policies).
- 1.22 To the best of the Seller's knowledge, no Borrower had ever filed for bankruptcy or been sequestrated or had a county court judgment or court decree entered or awarded against him on or prior to the date they executed the relevant Mortgage.
- 1.23 No Loan is guaranteed by a third-party guarantor.
- 1.24 Each Loan has been designated as a prime Loan under the Seller's designated origination policies.
- 1.25 The Seller is not required to make any future further advances under any Loan (such as with future reserve loans and retention loans).
- 1.26 To the best of the Seller's knowledge, no Borrower had been in arrears with another mortgage lender at any point during the 12 months prior to the date of such Borrower's Initial Advance under its Loan.

2. Mortgages

- 2.1 Subject in certain appropriate cases to the completion of an application for registration or recording at the Land Registry the whole of the Current Balance on each Loan is secured by a Mortgage or Mortgages over a residential Property and each Mortgage constitutes a valid and subsisting first charge by way of legal mortgage or charge over the relevant Property, and subject only in certain appropriate cases to applications for registrations or recordings at the Land Registry which, where required, have been made and are pending and in relation to such cases the Seller is not aware of any notice or any other matter that would prevent such registration or recording.
- 2.2 Each Mortgage is substantially in the form of the pro forma contained in the Standard Documentation which was applicable at the time the Mortgage was executed.
- 2.3 The Borrower has good and marketable title to the relevant Property (subject to registration of the title at the Land Registry) free from any encumbrance (except the Mortgage and any subsequent ranking mortgage) which would materially adversely affect such title and, without limiting the foregoing, in the case of a leasehold or long lease Property:
 - (a) the lease cannot be forfeited on the bankruptcy of the tenant;
 - (b) any requisite consent of the landlord to or notice to the landlord of, the creation of the Related Security has been obtained or given; and
 - (c) a copy of the consent or notice has been or will be placed with the Title Deeds.

3. The Properties

- 3.1 All of the Properties are in England or Wales.
- 3.2 Each Property constitutes a separate dwelling unit and is either freehold or leasehold.
- 3.3 In relation to each Mortgage, every person who, at the date upon which the relevant Loan was made, had attained the age of seventeen and who had been notified to the Seller as residing or being about to reside in a Property subject to a Mortgage, is either the relevant Borrower or has signed a Deed of Consent.

- 3.4 As far as the Seller is aware, no Property has been let by the Borrower otherwise than by way of:
- (a) an assured shorthold tenancy which meets the requirements of Section 19A or Section 20 of the Housing Act 1988; or
 - (b) an assured tenancy;
- in each case which meets the Seller's Policy in connection with lettings to non-owners.

3.5 No Loan relates to a Property which is not a residential Property.

4. Valuers' and Solicitors' Reports

- 4.1 The Seller has not agreed to waive any of its rights against any valuer, solicitor or licensed or qualified conveyancer or other professional who has provided information, carried out work or given advice in connection with any Loan or Related Security.
- 4.2 Prior to the granting of each Mortgage, the Seller received a Valuation Report from a Valuer on the relevant Property (or such other form of valuation as would be acceptable to a Reasonable, Prudent Mortgage Lender), the contents of which were such as would be acceptable to a Reasonable, Prudent Mortgage Lender.
- 4.3 Prior to making a Loan to a Borrower, the Seller:
- (a) caused its approved solicitors or approved conveyancers to carry out in relation to the relevant Property all investigations, searches and other actions and enquiries which a Reasonable, Prudent Mortgage Lender or its solicitors normally make when lending to an individual on the security of residential property in England and Wales; and
 - (b) received a Certificate of Title from approved solicitors or approved conveyancers relating to such Property and the results thereof were such as would be acceptable to a Reasonable, Prudent Mortgage Lender in order to proceed with the Loan.

5. Buildings Insurance

Each Property is insured (from the date of completion of the relevant Loan):

- (a) under the Third Party Buildings Policies;
- (b) against all risks usually covered by a Reasonable, Prudent Mortgage Lender in England and Wales, advancing money on the security of residential property; and
- (c) to an amount not less than the full reinstatement cost as determined by the relevant valuer.

6. The Seller's Title

- 6.1 Immediately prior to the purchase of any Loan and the Related Security by the Issuer, and subject to registration or recording at the Land Registry the Seller has good title to, and is the absolute unencumbered legal and beneficial owner of, all property, interests, rights and benefits in relation to the Loans and Related Security agreed to be sold and/or assigned and/or held in trust by the Seller to or for the Issuer pursuant to this Agreement free and clear of all Security Interests, claims and equities (including, without limitation, rights of set-off or counterclaim and unregistered dispositions which override first registration and unregistered interests which override registered dispositions (as listed in Schedule 1 and Schedule 3 respectively of the Land Registration Act 2002) subject in each case only to this Agreement and the Borrower's equity of redemption and the Seller is not in breach

of any covenant or warranty implied by reason of its selling the Portfolio with full title guarantee (or which would be implied if the relevant Land Registry transfers (the **Land Registry Transfers**) were completed and registered.

- 6.2 All steps necessary to perfect the Seller's title to the Loans and the Related Security were duly taken at the appropriate time or are in the process of being taken, in each case (where relevant) within any applicable priority periods or time limits for registration with all due diligence and without undue delay.
- 6.3 The Loan Files relating to each of the Loans and their Related Security are held by, or are under the control of:
- (a) the Seller; or
 - (b) the relevant Servicer.
- 6.4 Neither the entry by the Seller into this Agreement nor any transfer, assignment or creation of trust contemplated by this Agreement affects or will adversely affect any of the Loans and their Related Security and the Seller may freely assign and enter into trust arrangements in respect of all its rights, title, interests and benefits therein as contemplated in this Agreement without breaching any term or condition applying to any of them.
- 6.5 The Seller has not knowingly waived or acquiesced in any breach of any of its rights in respect of a Loan or its Related Security, other than waivers and acquiescence such as a Reasonable, Prudent Mortgage Lender might make on a case by case basis.

7. Interest Rates payable under the Loans

Each Loan in the Portfolio is either:

- (a) a SVR Loan or a Fixed Rate Loan; or
- (b) a New Loan Type which will not result in the then current ratings of the Class A Notes being downgraded, withdrawn or qualified.

8. Regulation

- 8.1 In respect of any Mortgages entered into after 31 October 2004, the Seller was authorised by and had permission from the UK Regulator for entering into regulated mortgage contracts as lender at the time that it entered into each such Mortgage and continues to be so authorised and hold such permission.
- 8.2 From and including 31 October 2004 the Seller is authorised by and had permission from the UK Regulator for conducting any other regulated activities (as set out in the FSMA (Regulated Activities) Order 2001, as amended (the **Order**)) in respect of a Regulated Mortgage Contract (as defined in Article 61(3)(a) of the Order in respect of the Mortgages).
- 8.3 The Seller has complied in all material respects with all regulatory requirements in respect of the Mortgages, in particular the provisions of MCOB and CONC.
- 8.4 The Seller is not aware of any pending action or proceeding by an applicant against the Seller in respect of the Mortgages.

- 8.5 Each officer or employee of the Seller in any capacity which involves a controlled function (as defined in the UK Regulator's Rules) or involves the supervision of any person or persons so engaged is and was at all relevant times a validly registered "approved person" in accordance with the UK Regulator's Rules.
- 8.6 The Seller has created and maintained all records in respect of the Mortgages in accordance with the UK Regulator's Rules and any other regulatory requirement.
- 8.7 The Seller has not altered the terms of any letter of offer accepted by a Borrower relating to a Loan or otherwise changed any of the terms and conditions relating to any Loan other than in accordance with the terms and conditions of the letter of offer relating to a Loan as accepted by the applicable Borrower other than as requested by a Borrower.

9. General

- 9.1 The Seller has, since the making of each Loan, kept or procured the keeping of full and proper accounts, books and records as are necessary to show all material transactions, payments, receipts, proceedings and notices relating to such Loan.
- 9.2 Neither the Seller nor (as far as the Seller is aware) any of its agents has received written notice of any litigation, claim, dispute or complaint (in each case, subsisting, threatened or pending) in respect of any Borrower, Property, Loan or Related Security which (if adversely determined) might have a material adverse effect on the value of the Portfolio or any part of it.
- 9.3 There are no governmental authorisations, approvals, licences or consents required as appropriate for the Seller to enter into or to perform its obligations under this Agreement or to render this Agreement legal, valid, binding, enforceable and admissible in evidence in a court in England and Wales which have not been obtained.

SCHEDULE 2

REGISTER OF TRANSFERS

PART 1

SELLER REGISTERED TRANSFER

In the form of the Land Registry Form TR4 with such amendments as the Issuer may reasonably require to give effect to the Mortgage Sale Agreement or in such other form as the Issuer may reasonably require to take account of changes in law or practice.

PART 2

ISSUER REGISTERED TRANSFER

In the form of the Land Registry Form TR4 with such amendments as the Seller may reasonably require to give effect to any Loan Repurchase Notice in accordance with the Mortgage Sale Agreement or in such other form as the Seller may reasonably require to take account of changes in law or practice.

SCHEDULE 3

SELLER POWER OF ATTORNEY

THIS DEED OF POWER OF ATTORNEY is made on [●] 2016 by:

ACCORD MORTGAGES LIMITED, (registered number 02139881), Yorkshire House, Yorkshire Drive, Bradford, BD5 8LJ (acting in its capacity as the **Seller**)

IN FAVOUR OF each of:

- (1) **BRASS NO.5 PLC** registered number 09728202), a limited liability 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 (the **Issuer**); and
- (2) **U.S. BANK TRUSTEES LIMITED**, (registered number 02379632), a private limited company incorporated under the laws of England and Wales whose registered office is 125 Old Broad Street, Fifth Floor, London, EC2N 1AR (acting in its capacity as **Security Trustee**).

WHEREAS:

- (A) By virtue of a mortgage sale agreement dated [●] 2016 and made between (1) the Seller, (2) the Issuer and (3) the Security Trustee (the **Mortgage Sale Agreement**) provision was made for the execution by the Seller of this Power of Attorney.
- (B) Words and phrases in this Power of Attorney shall (save where expressed to the contrary) have the same meanings respectively as the words and phrases in the Master Definitions and Construction Schedule made between, amongst others, the parties hereto on or about [●] 2016 (as the same may be amended, varied or supplemented from time to time with the consent of the parties thereto) (the **Master Definitions and Construction Schedule**) and this Power of Attorney shall be construed in accordance with the interpretation provisions set out in **Clause 2** (Interpretation and Construction) of the Master Definitions and Construction Schedule.

NOW THIS DEED WITNESSETH as follows:

1. The Seller irrevocably and by way of security for the performance of the covenants, conditions and undertakings on the part of the Seller contained in the Mortgage Sale Agreement and the Servicing Agreement **HEREBY APPOINTS** each of the Issuer and, only following the Security becoming enforceable, the Security Trustee and any receiver and/or administrator appointed from time to time in respect of the Issuer or its assets (each an **Attorney**) severally to be its true and lawful attorney for the Seller and in the Seller's name or otherwise to do any act matter or thing which any Attorney considers necessary or desirable for the protection, preservation or enjoyment of that Attorney's interest in the Loans and their Related Security and/or which ought to be done under the covenants, undertakings and provisions contained in the Mortgage Sale Agreement (in each case subject to the terms of the Mortgage Sale Agreement) including (without limitation) any or all of the following:
 - (a) to execute, sign, seal and deliver (using the company seal of the Seller where appropriate) any conveyance, assignment or transfer of or trust over the Loans or any of them to the Issuer and its successors in title or to any other person or persons entitled to the benefit thereof;
 - (b) to execute, sign, seal and deliver (using the company seal of the Seller where appropriate) any conveyance, assignment or transfer of or trust over the Related Security or any item

comprised therein (to the extent only that such item or items relate to the Loans) to the Issuer and its successors in title or to any other person or persons entitled to the benefit thereof or entitled to be registered at the Land Registry as proprietor or registered owner thereof;

- (c) to do every other act or thing which the Seller is obliged to do under the Mortgage Sale Agreement or which that Attorney may otherwise consider to be necessary proper or expedient for fully and effectually vesting or transferring the interests sold thereunder in the Loans and their Related Security or any or each of them and/or the Seller's estate right and title therein or thereto in or to the Issuer and its successors in title or to any other person or persons entitled to the benefit thereof (as the case may be) in the same manner and as fully and effectually in all respects as the Seller could have done including, without limitation, any of the acts referred to in **Clauses 6.3(a) to 6.3(b)** of the Mortgage Sale Agreement;
 - (d) to exercise its rights, powers and discretions under the Loans including the right to fix the rate or rates of interest payable under the Loans in accordance with the terms thereof including, for the avoidance of doubt, whilst such Loans subsist and subject to the consent of the Issuer being given to the setting of such rates, setting the Seller's Standard Variable Rate or other discretionary rates and margins applicable to the Loans in the circumstances referred to in **Clause 4** (Issuer Standard Variable Rates) of the Servicing Agreement and/or following perfection in accordance with **Clause 6.1** of the Mortgage Sale Agreement of the assignments or transfers contemplated by the Mortgage Sale Agreement PROVIDED THAT nothing in this **Clause 1** shall prevent the Seller (or any of its attorneys from time to time) from setting a higher rate than those set or to be set or required or to be required by the Issuer under this Power of Attorney;
 - (e) to discharge the Mortgages or any of them and to sign, seal, deliver and execute such receipts, releases, surrenders, discharges, instruments and deeds as may be requisite or advisable in order to discharge the relevant Property or Properties from the Mortgages or any of them; and
 - (f) to exercise all the powers of the Seller in relation to such Loans and their Related Security including for the avoidance of doubt to demand, sue for and receive all monies due and payable under the Loans and their Related Security or any other collateral security or related right.
2. Each Attorney shall have the power by writing under its hand by an officer of the Attorney from time to time to appoint a substitute who shall have power to act on behalf of the Seller as if that substitute shall have been originally appointed Attorney by this Power of Attorney (including, without limitation, the power of further substitution) and/or to revoke any such appointment at any time without assigning any reason therefor.
 3. Each of the Attorneys may delegate to one or more person all or any of the powers referred to in **Clause 1** on such terms as it thinks fit and may revoke any such delegation at any time.
 4. The Seller hereby agrees at all times hereafter to ratify and confirm whatsoever the said Attorney or its attorneys shall lawfully do or cause to be done in and concerning the Loans or their Related Security by virtue of this Power of Attorney.
 5. The laws of England shall apply to this Power of Attorney and any non-contractual obligations arising out of or in connection with this Power of Attorney and the interpretation thereof.
 6. A person who is not a party to this Power of Attorney may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

IN WITNESS WHEREOF the Seller has executed and delivered this document as a deed the day and year first before written.

Seller

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

Attorney

in the presence of

Witness

Name

Address

SCHEDULE 4

LOAN REPURCHASE NOTICE

To: Accord Mortgages Limited
Yorkshire House, Yorkshire Drive,
Bradford, BD5 8LJ
(the **Seller**)

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

For the purpose of this notice, the **Principal Agreement** shall mean the Mortgage Sale Agreement dated [●] 2016 made between, *inter alios*, the Issuer and the Seller (as the same may be or have been amended, varied or supplemented from time to time with the consent of those parties).

Save where the context otherwise requires, words and expressions in this notice shall have the same meanings respectively as when used in the Principal Agreement.

In accordance with **Clause [8.4/8.5/8.6/8.7/8.8]** of the Principal Agreement, upon receipt of this Loan Repurchase Notice by the Seller there shall exist between the Seller and the Issuer an agreement (the **Agreement for Sale**) for the sale by the Issuer to the Seller of the Loans and their Related Security more particularly described in the Schedule hereto. Completion of such sale shall take place on [].

The Agreement for Sale shall incorporate, mutatis mutandis, the relevant provisions of the Principal Agreement.

Dated []

.....

For and on behalf of
BRASS NO.5 PLC

On duplicate

We hereby acknowledge receipt of and confirm the contents of the Loan Repurchase Notice dated [].

.....

Signed for and on behalf of
ACCORD MORTGAGES LIMITED
in its capacity as the Seller

Schedule

1.	2.	3.	4.	5.
Account No.	Date of advance	Sums Due	Region Code	Seller

SCHEDULE 5

ASSIGNMENT OF THIRD PARTY RIGHTS

DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT is made on [●] 2016

BY:

- (1) **ACCORD MORTGAGES LIMITED** (registered number 02139881), a private limited company incorporated under the laws of England and Wales, whose registered office is at Yorkshire House, Yorkshire Drive, Bradford, BD5 8LJ (the **Transferor**)

IN FAVOUR OF:

- (2) **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 (the **Transferee**).

WHEREAS:

- (A) By the charges by way of legal mortgage (the **Mortgages**, brief particulars of which are set out in the Annexure hereto) the properties (brief particulars of which are similarly set out) became security for the repayment of the monies therein mentioned.
- (B) By the Mortgage Sale Agreement, the Transferor agreed to sell and the Transferee agreed to buy all right, title, interest and benefit (both present and future) of the Transferor in and under the Mortgages and all Related Security and all monies secured by those Mortgages and such Related Security.

NOW THIS DEED WITNESSETH as follows:

1. Capitalised terms in this Deed (including the recitals) shall, except where the context otherwise requires and save where otherwise defined in this Deed, bear the meanings given to them in the Master Definitions and Construction Schedule made between, amongst others, the parties hereto on or about [●] 2016 (as the same may be amended, varied or supplemented from time to time with the consent of the parties thereto) (the **Master Definitions and Construction Schedule**) and this Deed shall be construed in accordance with the interpretation provisions set out in **Clause 2** (Interpretation and Construction) thereof.
2. The Transferor hereby assigns absolutely unto the Transferee with full title guarantee:
 - (a) the benefit of all Related Security relating to the Mortgages (including without limitation all securities for the principal monies and interest secured by the Mortgages and the benefit of all consents to mortgage signed by occupiers of the mortgaged properties and the benefit of all guarantees, indemnities and surety contracts relating to the Mortgages) other than any such Related Security which has been transferred to the Transferee by other means or which is not otherwise capable of such transfer; and
 - (b) all causes of action of the Transferor against any person in connection with any report, valuation, opinion, certificate, consent or other statement of fact or opinion given in

connection with any Related Security relating to the Mortgages or affecting the decision to make any advance in connection with such Mortgages.

3. A person who is not a party to this Deed may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
4. This Deed and any non-contractual obligations arising out of, or in connection with it, shall be governed by and construed in accordance with the laws of England.

IN WITNESS WHEREOF this document has been executed and delivered as a deed the day and year first before written.

Seller

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

Attorney

in the presence of

Witness

Name

Address

Annexure

1.	2.	3.	4.	5.
Account No.	Date of advance	Sums Due	Region Code	Seller

SCHEDULE 6

ASSIGNMENT OF THIRD PARTY BUILDINGS POLICIES

THIS ASSIGNMENT is made on [●] 2016

BETWEEN:

- (1) **ACCORD MORTGAGES LIMITED** (registered number 02139881), a private limited company incorporated under the laws of England and Wales, whose registered office is at Yorkshire House, Yorkshire Drive, Bradford, BD5 8LJ (the **Seller**); and
- (2) **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 (the **Issuer**).

WHEREAS:

- (A) By a Mortgage Sale Agreement dated [●] 2016 between, inter alios, the Seller and the Issuer (the **Agreement**), the Seller sold and the Issuer purchased, all of the beneficial right, title and interest in Loans and Related Security comprised in the Portfolio in respect thereof with a right to call for legal title from the Seller in accordance with the provisions of the Agreement.
- (B) The Seller has the benefit of contracts of insurance (the **Third Party Buildings Policies**) which relate to Loans from time to time held by the Seller and the Properties upon which they are secured.
- (C) In conjunction with the assignment of Loans and their Related Security comprised in the Portfolio to the Issuer, the Seller will assign the benefit of the Third Party Buildings Policies in respect of those Loans and Related Security on the Closing Date.

NOW THIS DEED WITNESSETH as follows:

- (a) In relation to each Loan and Related Security which may from time to time be purchased by the Issuer in accordance with the terms of the Agreement, the Seller hereby conveys, transfers and assigns to the Issuer absolutely all its present and future interest in the Third Party Buildings Policies to the extent to which it relates to such Loans and their Related Security (including all moneys and proceeds to become payable under any of the same and all covenants relating thereto and all powers and remedies for enforcing the same) *provided that* such assignment in respect of a Loan and its Related Security shall not take effect unless and until, such Loan and its Related Security has been acquired by the Issuer in compliance with **Clauses 2** (Sale and Purchase of the Portfolio) and **3** (Closing Date) of the Agreement. The Seller acknowledges and agrees that such assignment will be immediately effective on the Closing Date, without any further act, matter or thing by or on behalf of the Seller.
- (b) This Deed shall be governed by and construed in accordance with English law. Capitalised words and expressions shall (unless the context otherwise requires) have the meanings ascribed to them in the Agreement.

IN WITNESS whereof the parties have caused this Deed to be executed as a deed for delivery on the day and year first before written.

EXECUTED as a **DEED** by)
ACCORD MORTGAGES LIMITED)
acting by its attorney)

Attorney)

in the presence of:)

Witness's signature:

Name:

Address:

EXECUTED as a **DEED** by)
BRASS NO.5 PLC)
acting by its Directors)

Attorney)

in the presence of:)

Witness's signature:

Name:

Address:

SCHEDULE 7

FURTHER ADVANCE, PRODUCT SWITCH AND/OR UNDERPAYMENT OPTION NOTICE

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

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

(the **Seller**)

Date: [●]

For the purpose of this notice, the **Principal Agreement** shall mean the Mortgage Sale Agreement dated [●] 2016 made between, *inter alios*, the Issuer and the Seller (as the same may be or have been amended, varied or supplemented from time to time with the consent of those parties).

Save where the context otherwise requires, words and expressions in this notice shall have the same meanings respectively as when used in the Principal Agreement.

In accordance with and subject to **Clause 4** (Further Advances, Product Switches, Underpayment Options and Asset Conditions) of the Principal Agreement this notice confirms that the Further Advances, Product Switches and/or Underpayment Options more particularly described in the Schedule hereto were made to the relevant Borrowers in the Monthly Period immediately preceding the date of this notice and at the relevant time, the relevant tests in respect of such Further Advances, Product Switches and/or Underpayment Options (if such Underpayment Option is a Tested Underpayment Option) were met.

[The Further Advance Purchase Price is £[●]].

Dated []

.....
Signed for and on behalf of
ACCORD MORTGAGES LIMITED
in its capacity as the Seller

Schedule

1.	2.	3.	4.	5.			
Account No.	Advance Switch Date	Date / Option	/ Further Switches / Options	Advance / Product Underpayment	Amount of such Advance / Product Switch / Underpayment Option	Further Product Code	Region Code

SCHEDULE 8

LENDING CRITERIA

[To be included on CD Rom]

SCHEDULE 9

SELLER'S POLICIES

PART 1

INTEREST RATE SETTING POLICY

Any interest rates on Loans which may be varied from time to time in the discretion of the lender thereunder should be set in accordance with any applicable statement of good practice of the UK Regulator or any other requirements or recommendations of the UK Regulator with which it is customary to comply.

Any increases to interest rates applicable to the Loans shall be notified to the Borrowers through a written notice sent by post or another procedure permitted under the relevant Mortgage Conditions.

PART 2

COMPLAINTS POLICY

All complaints from Borrowers should be handled promptly and in a considerate, consistent, fair and appropriate manner in accordance with the UK Regulator's guidelines applicable to institutions regulated by the UK Regulator. A complaint for these purposes is any expression of dissatisfaction, whether oral or written and whether justified or not, from or on behalf of a Borrower about that firm's provision of financial service.

PART 3

**POLICY FOR THE HANDLING OF MORTGAGE ARREARS, POSSESSION AND MORTGAGE
SHORTFALL DEBT RECOVERY**

[To be included on CD Rom]

EXHIBIT 1

STANDARD DOCUMENTATION

MORTGAGE CONDITIONS Mortgage Conditions (England and Wales) 2004 ACC724 MR GI 17/06/05

1. Mortgage Conditions (England and Wales) 2006 ACC724 MR GI 07/12/06
2. Mortgage Conditions (England and Wales) 2007 ACC0724 10/2007
3. Mortgage Conditions (England and Wales) 2011 ACC0724 06/2011

LOAN TERMS

4. Mortgage Loan Terms ACC 1302 MR GI 05/07/05
5. Mortgage Loan Terms ACC 1302 MR GI 05/01/07
6. Mortgage Loan Terms ACC 1302 10/2007
7. Mortgage Loan Terms ACC 1302 06/2011

MORTGAGE APPLICATION FORMS

8. Accord Mortgages Application Form (for direct applications) ACC 772D MR GI 10/02/06
9. Accord Mortgages Application Form (for direct applications) ACC 772D MR GI 06/07/06
10. Accord Mortgages Application Form (for direct applications) ACC 772D MR GI 11/01/07
11. Accord Mortgages Application Form (for direct applications) ACC 772D MR GI 19/07/07
12. Accord Mortgages Application Form (for on-line applications) ACC 0779 27/10/14
13. Accord Mortgages Application Form (for direct applications) ACC 772D 07/04/09
14. Accord Mortgages Application Form (for direct applications) ACC 772D 10/03/10
15. Accord Mortgages Application Form (for online applications) ACC 772EComMR 10/03/06
16. Accord Mortgages Application Form (for online applications) ACC 772EComMR 21/04/06
17. Accord Mortgages Application Form (for online applications) ACC 772EComMR GI 24/07/06
18. Accord Mortgages Application Form (for online applications) ACC 772EComMR GI 11/01/07
19. Accord Mortgages Application Form (for online applications) (Draft) ACC 772EComMR GI 23/01/07
20. Accord Mortgages Customer Declaration for online applications ACC 779MR GI 08/08/05
21. Accord Mortgages Customer Declaration for online applications ACC 779MR GI 06/07/06
22. Accord Mortgages Customer Declaration for online applications ACC 779MR GI 19/07/07

23. Accord Mortgages Customer Information and Declaration ACC 0802 18/10/14
24. Accord Mortgages Application Form (for introduced applications) ACC 772 MR GI 13/02/06
25. Accord Mortgages Application Form (for introduced applications) ACC 772 MR GI 06/07/06
26. Accord Mortgages Application Form (for introduced applications) ACC 772MR GI 11/01/07
27. Accord Mortgages Application Form (for introduced applications) ACC 772MR GI 24/07/07
28. Accord Mortgages Application Form (for introduced applications) ACC 772 27/10/08
29. Accord Mortgages Application Form (for introduced applications) ACC 0772 10/03/10
30. Accord Mortgages Application Form (for introduced applications) ACC 0772 22/06/11
31. Accord Mortgage Application Form ACC 0772 (portability cases) 03/09/12
32. Accord Mortgage Application Form ACC 0772D 03/09/12
33. Accord Mortgages Application Form ACC 0772 01/05/14
34. Accord Mortgages Application Form ACC 0772D 01/05/14
35. Accord Mortgages Application Form ACC 0772 01/07/15
36. Accord Mortgages Application Form ACC 0772D 01/07/15
37. Additional Loan Application Form (for direct applications) ACC 773D MR GI 17/06/05
38. Additional Loan Application Form (for direct applications) ACC 773D MR GI 08/08/06
39. Additional Loan Application Form (for direct applications) ACC 773D MR GI 11/01/07
40. Additional Loan Application Form (for direct applications) ACC 0773D 12/11/07
41. Additional Loan Application Form (for direct applications) ACC 0773D 25/03/09
42. Additional Loan Application Form (for direct applications) ACC 0773D 10/03/10
43. Additional Loan Application Form (for direct applications) ACC 0773D 01/07/15
44. Additional Loan Application Form (for introduced applications) ACC 773 MR 08/02/05
45. Additional Loan Application Form (for introduced applications) ACC 773 MR GI 06/07/06
46. Additional Loan Application Form (for introduced applications) ACC 773 MR GI 11/01/07
47. Additional Loan Application Form (for introduced applications) ACC 773 MR GI 19/07/07
48. Additional Loan Application Form (for introduced applications) ACC 0773 29/10/07
49. Additional Loan Application Form (for introduced applications) ACC 0773 02/02/09
50. Additional Loan Application Form (for introduced applications) ACC 0773 25/03/09

51. Additional Loan Application Form (for introduced applications) ACC 0773 10/03/10
52. Additional Loan Application Form (for introduced applications) ACC 0773 26/05/11
53. Additional Loan Application Form ACC 0773 03/09/12
54. Additional Loan Application Form ACC 0773D 03/09/12
55. Additional Loan Application Form ACC 0773 29/03/14
56. Additional Loan Application Form ACC 0773 02/07/15
57. Transfer of Equity Application Form ACC 0794 04/04/14
58. Transfer of Equity Application Form ACC 0794D 04/04/14
59. Transfer of Equity Application Form ACC 0794 01/07/15
60. Transfer of Equity Application Form ACC 0794D 01/07/15
61. Accord Mortgages Application Data ACC 722EComOutput 07/08/07
62. Accord Mortgages Web Application Data ACC 0772ECom 07/05/14
63. Accord Mortgages Web Application Data ACC 0772ECom 26/02/15
64. Accord Mortgage Application Data ACC 772EComOutput 24/04/07
65. Accord Mortgage Application Data ACC 772EComOutput 10/09/14
66. Accord Mortgage Application Data ACC 772EComOutput 24/09/2013
67. Accord Mortgage Application Data ACC 772EComOutput 10/09/14
68. Accord Mortgage Application Data ACC 772EComOutput 10/09/14
69. Accord Mortgages Transfer of Equity Application Form ACC 0794D 26/01/2016
70. Accord Mortgages Transfer of Equity Application Form ACC 0794 25/01/16
71. Accord Mortgages Web Application Data ACC 0772e-com 18/10/14

MORTGAGE DEEDS

72. Accord Mortgage Deed (Land Registry Reference MD740D) ACCL 2 MR 11/2004
73. Accord Mortgage Deed (Land Registry Reference MD740F) ACCL 2 MR 07/12/2006
74. Accord Mortgage Deed (Land Registry Reference MD740G) ACCL 0002 10/2007
75. Accord Mortgage Deed (Land Registry Reference MD740Q) ACCL 0002 05/10/14
76. Accord Mortgage Deed (Land Registry Reference MD740K) ACCL 0002 06/2011

- 77. Accord Mortgage Deed (Land Registry Reference MD740E) (Substituted Security) ACCL 40 10/05/2005
- 78. Accord Mortgage Deed (Land Registry Reference MD740H) (Substituted Security) ACCL 0040 10/2007
- 79. Accord Mortgage Deed (Land Registry Reference MD740S) (Substituted Security) ACCL 0040 05/10/14
- 80. Accord Mortgage Deed (Land Registry Reference MD740C) (Additional Property) ACCL 7 08/04/2004
- 81. Accord Mortgage Deed (Land Registry Reference MD740C) (Additional Property) ACCL 0007 05/10/14

MORTGAGE OFFER LETTERS

- 82. Sample Mortgage Offer letter XXXXXXXXX – 7 September 2006
- 83. Sample Mortgage Offer letter XXXXXXXXX – 1 November 2006
- 84. Sample Mortgage Offer letter XXXXXXXXX – 19 September 2007
- 85. Sample Mortgage Offer letter XXXXXXXXX – 11 April 2008
- 86. Sample Mortgage Offer letter XXXXXXXXX – 8 September 2011
- 87. Sample Mortgage Offer letter – 15 October 2014
- 88. Sample Product Transfer Offer XXXXXXXXXXXX – 2 August 2012
- 89. Sample Mortgage Offer Letter – 1 July 2016

INSTRUCTIONS TO SOLICITORS

- 90. Mortgage Instructions (England & Wales) ACC 1071 MR 06/05/05
- 91. Mortgage Instructions (England & Wales) ACC 1071 MR 01/06/07
- 92. Mortgage Instructions (England & Wales) ACC 1071 02/01/08
- 93. Mortgage Instructions (England & Wales) ACC 1071 30/06/08
- 94. Mortgage Instructions (England & Wales) ACC 1071 21/08/08
- 95. Mortgage Instructions (England & Wales) ACC 1071 01/07/15
- 96. Mortgage Instructions (England & Wales) ACC 1071 30/11/15

CERTIFICATES OF TITLE

- 97. Certificate of Title and Request for Advance ACCL 1 28/11/05
- 98. Certificate of Title and Request for Advance ACCL 0001 10/2007

99. Certificate of Title and Request for Advance ACCL 0001 11/2011
100. Certificate of Title and Request for Advance ACCL 0001 14/05/12
101. Certificate of Title and Request for Mortgage Advance – Gordons – 04/08/2011
102. Certificate of Title and Request for Mortgage Advance (Page 30)

DEEDS OF POSTPONEMENT

103. Deed of Postponement ACC 596 31/03/03
104. Deed of Postponement ACC 0596 10/2007
105. Deed of Postponement ACC 0596 06/2008
106. Deed of Postponement ACC 0596 14/10/14

SCHEDULE 10

FORM OF SOLVENCY CERTIFICATE

[●] 2016

Expressions defined in the Master Definitions and Construction Schedule dated on or about [●] 2016 by, among others, Yorkshire Building Society, Accord Mortgages Limited and U.S. Bank Trustees Limited as Security Trustee and Note Trustee shall, unless the context otherwise requires, have the same meaning in this Certificate.

We, _____ and _____, being [directors/officers] of the Company hereby certify that as at the date of this Certificate:

1. we are duly authorised officers of the Company;
2. we have made all appropriate searches, enquiries and investigations (including, without limitation, of the Company's books and records, the Company's management accounts and the Company's accounts required by law) to ascertain the true position in relation to everything stated below;
3. the directors of the Company have duly considered the provisions of the insolvency laws of England and Wales (including, without limitation, the provisions of Sections 123 and 238 to 241 (inclusive) and 423 of the Insolvency Act 1986) in relation to this Certificate and the Company's entry into, and ability to perform its obligations under, the Transaction Documents to which it is a party (the **Documents**) (including effecting any sale or granting any security) and any related documents;
4. the Company is not unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 and will not become unable to do so in consequence of entering into the Documents and/or performing its obligations under those documents (including effecting any sale or granting any security);
5. the Company's assets currently exceed its liabilities (taking into account its actual, contingent and prospective liabilities) and will continue to do so notwithstanding its entry into the Documents and/or its performance of its obligations under those documents;
6. no execution, diligence or other process issued on a judgment, decree or order of any court in favour of a creditor of the Company remains unsatisfied in whole or in part;
7. to the best of our knowledge and belief no action has been taken or is pending, no other steps have been taken by any person (including, without limitation, the Company, the directors of the Company, or any floating charge holder) and no legal proceedings have been commenced or are threatened or are pending for:
 - (a) the winding-up, liquidation, dissolution, administration or reorganisation of the Company; or
 - (b) the Company to enter into any composition or arrangement with its creditors generally or with a view to obtaining a moratorium in respect of any indebtedness; or
 - (c) the appointment of a receiver, administrator, administrative receiver, trustee or similar officer in respect of the Company or any of its property, undertaking or assets,

and no event equivalent to any of the foregoing has occurred in or under the laws of any relevant jurisdiction;

8. neither its entry into the Documents nor its performance of its obligations under those documents would will not be a transaction at an undervalue within the meaning of Section 238 of the Insolvency Act 1986. The value of any consideration received by the Company for such actions would not be significantly less than the value of any consideration provided by the Company under the Documents;
9. the Documents are being entered into, and the Company's performance of its obligations under those documents will be undertaken, in good faith and for the purpose of carrying on the Company's business (including raising finance through a securitisation) and there are reasonable grounds for believing that such actions would benefit the Company;
10. in entering into the Documents and/or performing its obligations under those documents:
 - (a) the Company has no desire or intention to give, and has taken no action which would have the effect of conferring, a preference to any person as contemplated by Section 239 of the Insolvency Act 1986; and
 - (b) it is not the purpose of the Company to put assets beyond the reach of a person who is making, or may at some time make, a claim against the Company or to otherwise prejudice the interests of such a person in relation to the claim which he is making or may make as contemplated by Section 423 of the Insolvency Act 1986;
11. in entering into the Transaction Documents to which the Company is a party and/or performing its obligations thereunder, the Company has not and will not breach any provision or exceed any powers contained in its Memorandum and Articles of Association (or similar constitutive documents).

.....
 Authorised Signatory
For and on behalf of [●]

.....
 Authorised Signatory
For and on behalf of [●]