

12 January 2021

**CLYDESDALE BANK PLC**

as *Seller*, a *Beneficiary*, an *All Monies Mortgage Trust Beneficiary* and *Trust Property Cash Manager*

**GOSFORTH FUNDING 2017-1 PLC**

as *2017-1 Issuer*

**GOSFORTH MORTGAGES TRUSTEE 2017-1 LIMITED**

as *2017-1 Mortgages Trustee*

**GOSFORTH FUNDING 2018-1 PLC**

as *2018-1 Issuer*

**GOSFORTH MORTGAGES TRUSTEE 2018-1 LIMITED**

as *2018-1 Mortgages Trustee*

**CITICORP TRUSTEE COMPANY LIMITED**

as *Note Trustee* and *Security Trustee*

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**DEED OF AMENDMENT**

in respect of the Mortgage Sale Agreements relating  
to each of Gosforth Funding 2017-1 plc and Gosforth  
Funding 2018-1 plc

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## CONTENTS

CLAUSE	PAGE
1. Interpretation.....	2
2. Amendments to the Mortgage Sale Agreements .....	2
3. Agreement Continuation.....	2
4. Further Assurance .....	2
5. Counterparts.....	3
6. Contracts (Rights of Third Parties) Act 1999 .....	3
7. Governing Law .....	3

**THIS DEED OF AMENDMENT** (this *Deed*) is made on 12 January 2021

**BETWEEN:**

- (1) **CLYDESDALE BANK PLC**, a company incorporated in Scotland (Company No. SC001111) whose registered office is at 30 St Vincent Place, Glasgow, G1 2HL, as successor to Virgin Money plc (Company No. 06952311) (the *Seller*, a *Beneficiary*, an *All Monies Mortgage Trust Beneficiary*, and *Trust Property Cash Manager*);
- (2) **GOSFORTH FUNDING 2017-1 PLC** (registered number 10887005), a public limited company incorporated under the laws of England and Wales, whose registered office is at 8th Floor 100 Bishopsgate, London EC2N 4AG (in its capacities as Issuer and Beneficiary (each as defined in the 2017-1 MDCS) the *2017-1 Issuer*);
- (3) **GOSFORTH MORTGAGES TRUSTEE 2017-1 LIMITED** (registered number 10887043), a private limited company incorporated under the laws of England whose registered office is at 8th Floor 100 Bishopsgate, London, United Kingdom, EC2N 4AG (in its capacities as Mortgages Trustee, All Monies Mortgage Trustee and an All Monies Mortgage Trust Beneficiary (each as defined in the 2017-1 MDCS), the *2017-1 Mortgages Trustee*);
- (4) **GOSFORTH FUNDING 2018-1 PLC** (registered number 11444253), a public limited company incorporated under the laws of England and Wales, whose registered office is at 8th Floor 100 Bishopsgate, London EC2N 4AG (in its capacities as Issuer and Beneficiary (each as defined in the 2018-1 MDCS), the *2018-1 Issuer*);
- (5) **GOSFORTH MORTGAGES TRUSTEE 2017-1 LIMITED** (registered number 11444216), a private limited company incorporated under the laws of England whose registered office is at 8th Floor 100 Bishopsgate, London, United Kingdom, EC2N 4AG (in its capacities as Mortgages Trustee, All Monies Mortgage Trustee and an All Monies Mortgage Trust Beneficiary (each as defined in the 2018-1 MDCS), the *2018-1 Mortgages Trustee*); and
- (6) **CITICORP TRUSTEE COMPANY LIMITED**, a private limited company incorporated in England and Wales (registered number 00235914) whose registered office is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (in its capacity as Note Trustee and Security Trustee in relation to each of the 2017-1 Securitisation and the 2018-1 Securitisation (each as defined below), the *Note Trustee* and *Security Trustee*),

each, a *Party*.

**WHEREAS:**

- (A) The 2018-1 Issuer entered into a residential mortgage backed securitisation on 24 September 2018 (the *2018-1 Securitisation*) and the 2017-1 Issuer entered into a residential mortgage backed securitisation on 25 September 2017 (the *2017-1 Securitisation*) and together with the 2018-1 Securitisation the *Securitisations* and each a *Securitisation*) to which to which Virgin Money plc (*Virgin Money*) was also a party.
- (B) On 21 October 2019 the rights and obligations of Virgin Money under the *Securitisations* were transferred to Clydesdale Bank PLC by virtue of a court approved banking business transfer under Part VII of the Financial Services and Markets Act 2000.

- (C) The Parties wish to amend the Mortgage Sale Agreement relating to each of the Securitisations to which they are a party.

**NOW IT IS HEREBY AGREED** as follows:

**1. Interpretation**

Capitalised terms in this Deed (including the recitals) shall, except where the context otherwise requires and save where otherwise defined herein, bear the meanings ascribed to them in either (i) the Master Definitions and Construction Schedule signed for the purposes of identification by Clifford Chance LLP and Freshfields Bruckhaus Deringer LLP on 24 September 2018 relating to the 2018-1 Securitisation (the **2018-1 MDCS**), or (ii) the Master Definitions and Construction Schedule signed for the purposes of identification by Clifford Chance LLP and Freshfields Bruckhaus Deringer LLP on 25 September 2017 relating to the 2017-1 Securitisation (the **2017-1 MDCS** and together with the 2018-1 MDCS, the **MDCS** and each an **MDCS**), as the case may be, and this Deed shall be construed in accordance with the principles of construction set out in the relevant MDCS.

**2. Amendments to the Mortgage Sale Agreements**

The Parties agree that, with effect from the date of this Deed (the **Effective Date**) clause 1 of the Mortgage Sale Agreement relating to the Securitisation to which they are a party shall be amended by the addition of a new clause 1.3 as follows:

“1.3 As used in this Deed, **Insurance Contracts** means the properties in possession policy and the insurance on the property or any other additional, substitute or replacement insurance contracts or policies arranged by the Seller from time to time relating to the Mortgage Loans in the Mortgages Trust”

**3. Agreement Continuation**

3.1 Each Party confirms that notwithstanding the amendments made to the Mortgage Sale Agreements by this Deed, each Transaction Document relating to each Securitisation to which it is a party shall continue in full force and effect.

3.2 Each Issuer agrees with, and confirms to, the Security Trustee that:

- (a) nothing in this Deed is intended to create any new security;
- (a) nothing in this Deed shall release, alter or otherwise affect the existing security created pursuant to the relevant Deed of Charge; and
- (b) the existing security created pursuant to the terms of the relevant Deed of Charge remains in full force and effect.

**4. Note Trustee and Security Trustee**

4.1 The Note Trustee has agreed to become party to this Deed for the purposes of giving the direction to the Security Trustee set out in Clause 4.2 below.

4.2 Pursuant to Clause 16.6 (*Modification*) and Clause 16.8 (*Request for Consent or Approval*) of the relevant Deed of Charge for each Securitisation, the Note Trustee hereby directs the Security Trustee to give its consent to the amendments set out in

Clause 2 hereof, which consent is given by the Security Trustee upon its entry into this Deed.

**5. Counterparts**

This Deed may be executed and delivered in one or more counterparts, and each counterpart (when executed) shall constitute an original. Such counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

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

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

**7. Governing Law**

This Deed and any non-contractual obligation arising out of or in relation to this Deed shall be governed by, and construed in accordance with, English law.

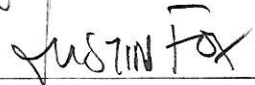
IN WITNESS WHEREOF this Deed has been executed and delivered by the parties hereto as a Deed on the date stated at the beginning of this Deed.

**Seller, Beneficiary, All Monies Mortgage Trust Beneficiary and Trust Property Cash Manager**

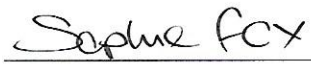
**EXECUTED as a DEED by  
CLYDESDALE BANK PLC**

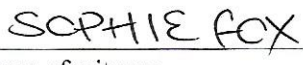
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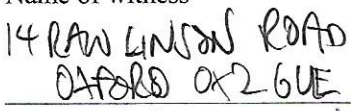
  
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Signature of Authorised Signatory

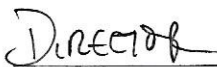
  
\_\_\_\_\_  
Name of Authorised Signatory

In the presence of:

  
\_\_\_\_\_  
Signature of witness

  
\_\_\_\_\_  
Name of witness

  
\_\_\_\_\_  
Address of witness

  
\_\_\_\_\_  
Occupation of witness

**Mortgages Trustees**

**EXECUTED as a DEED by  
GOSFORTH MORTGAGES  
TRUSTEE 2017-1 LIMITED**

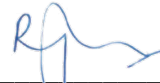
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\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Mark Filer - for and on behalf of LDC Securitisation Director No.1 Limited

\_\_\_\_\_  
Name of director



\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Richard Lynn - on behalf of LDC Securitisation Director No.2 Limited

\_\_\_\_\_  
Name of director

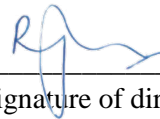
**EXECUTED as a DEED by )  
GOSFORTH MORTGAGES )  
TRUSTEE 2018-1 LIMITED )**



\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Mark Filer - for and on behalf of LDC Securitisation Director No.1 Limited

\_\_\_\_\_  
Name of director



\_\_\_\_\_  
Signature of director

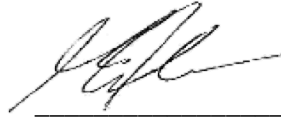
\_\_\_\_\_  
Richard Lynn - on behalf of LDC Securitisation Director No.2 Limited

\_\_\_\_\_  
Name of director

**Issuers**

**EXECUTED** as a **DEED** by  
**GOSFORTH FUNDING 2017-1 PLC**

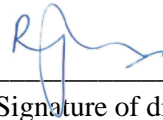
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Signature of director

Mark Filer - for and on behalf of LDC Securitisation Director No.1 Limited

Name of director



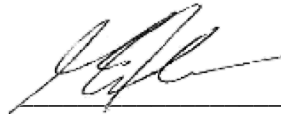
Signature of director

Richard Lynn - on behalf of LDC Securitisation Director No.2 Limited

Name of director

**EXECUTED** as a **DEED** by  
**GOSFORTH FUNDING 2018-1 PLC**

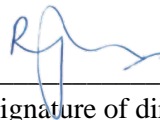
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Signature of director

Mark Filer - for and on behalf of LDC Securitisation Director No.1 Limited

Name of director



Signature of director

Richard Lynn - on behalf of LDC Securitisation Director No.2 Limited

Name of director



Note Trustee for each of the Securitisations  
EXECUTED as a DEED by  
CITICORP TRUSTEE  
COMPANY LIMITED

)  
)  
)




Signature of director or attorney

**Antra Grundsteina**  
**Attorney**

Name of director or attorney

In the presence of:

  
Signature of witness

Georgia Mitchell  
Vice President

Name of witness

Citibank, N.A.  
Citigroup Centre  
33 Canada Square  
Canary Wharf  
London E14 5LB

Address of witness

*Bank officer*  
Occupation of witness

Security Trustee for each of the Securitisations  
EXECUTED as a DEED by  
CITICORP TRUSTEE  
COMPANY LIMITED

)  
)  
)



Signature of director or attorney

**Antra Grundsteina**  
**Attorney**

Name of director or attorney

In the presence of:

  
Signature of witness

Georgia Mitchell  
Vice President

Name of witness

Citibank, N.A.  
Citigroup Centre  
33 Canada Square  
Canary Wharf  
London E14 5LB

Address of witness

*Bank officer*  
Occupation of witness