

**25 September 2017**

**GOSFORTH FUNDING 2017-1 PLC**  
(as *Issuer*)

**GOSFORTH MORTGAGES TRUSTEE 2017-1 LIMITED**  
(as *Mortgages Trustee*)

**VIRGIN MONEY PLC**  
(as *Issuer Cash Manager* and *Trust Property Cash Manager*)

**BNP PARIBAS SECURITIES SERVICES, LONDON BRANCH**  
(as *Second Issuer Account Bank* and *Second Mortgages Trustee Account Bank*)

**CITICORP TRUSTEE COMPANY LIMITED**  
(as *Security Trustee*)

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**SECOND ACCOUNT BANK AGREEMENT**

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**Freshfields Bruckhaus Deringer**

Freshfields Bruckhaus Deringer LLP  
65 Fleet Street  
London EC4Y 1HS

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**THIS ACCOUNT BANK AGREEMENT** is made on 25 September 2017

**BETWEEN:**

- (1) **GOSFORTH FUNDING 2017-1 PLC** a public limited company incorporated under the laws of England and Wales (registered number 10887005) whose registered office is at Fifth Floor, 100 Wood Street, London EC2V 7EX (the *Issuer*);
- (2) **GOSFORTH MORTGAGES TRUSTEE 2017-1 LIMITED** a private limited company incorporated in England and Wales (registered number 10887043), whose registered office is at Fifth Floor, 100 Wood Street, London EC2V 7EX (the *Mortgages Trustee*);
- (3) **VIRGIN MONEY PLC** a public limited company incorporated under the laws of England and Wales (registered number 6952311) whose registered office is at Jubilee House, Gosforth, Newcastle upon Tyne NE3 4PL (*Virgin Money*), in its capacity as cash manager to the Issuer pursuant to the Issuer Cash Management Agreement (the *Issuer Cash Manager*) and as cash manager to the Mortgages Trustee under the Trust Property Cash Management Agreement (the *Trust Property Cash Manager*);
- (4) **BNP PARIBAS SECURITIES SERVICES, LONDON BRANCH**, a bank incorporated and organised under the laws of France as a *société en commandite par actions*, having its registered office at 3, Rue d'Antin, 75002, Paris, France, acting through its London branch at 10 Harewood Avenue, London NW1 6AA, in its capacity as account bank to the Issuer pursuant to this Agreement (the *Second Issuer Account Bank*) and as account bank to the Mortgages Trustee pursuant to this Agreement (the *Second Mortgages Trustee Account Bank*, and together with the Second Issuer Account Bank, the *Second Transaction Account Bank*); and
- (5) **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 (the *Security Trustee*, which expression shall include the security trustee or security trustees for the time being under the Deed of Charge).

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

**Definitions**

- 1.1 The Master Definitions and Construction Schedule signed for the purposes of identification by Clifford Chance LLP and Freshfields Bruckhaus Deringer LLP on the date of this Agreement (as the same may be amended, varied or supplemented from time to time with the consent of the parties hereto) 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 (*Principles of Interpretation and Construction*) of that Master Definitions and Construction Schedule. In the event of a conflict between the Master Definitions and Construction Schedule and this Agreement, this Agreement shall prevail.

- 1.2 Any reference in this Agreement to any discretion, power or right on the part of the Mortgages Trustee shall be as exercised by the Mortgages Trustee only as directed by the Beneficiaries but subject in each case to the provisions of clause 16.2 (*Directions from Beneficiaries*) of the Mortgages Trust Deed.

## **2. APPOINTMENT**

- 2.1 The Issuer and Mortgages Trustee hereby appoint BNP Paribas Securities Services, London Branch, to be the Second Issuer Account Bank and Second Mortgages Trustee Account Bank as applicable with respect to the Second Issuer Transaction Account and the Second Mortgages Trustee Transaction Account and as its lawful agent, in its name and on its behalf, to perform the services of the Second Issuer Account Bank and Second Mortgages Trustee Account Bank under this Agreement.
- 2.2 BNP Paribas Securities Services, London Branch hereby accepts such appointment on the terms and subject to the conditions of this Agreement.
- 2.3 This Agreement sets forth all the duties of the Second Transaction Account Bank. The Second Transaction Account Bank shall not be bound by (and shall be deemed not to have notice of) the provisions of any agreement except (i) this Agreement and (ii) any other Transaction Document to which it is a party. No implied duties or obligations of the Second Transaction Account Bank shall be read into this Agreement or any instruction to the Second Transaction Account Bank.
- 2.4 The parties acknowledge that the Second Transaction Account Bank holds all money as banker and not as trustee and as a result such money will not be held in accordance with the Client Money Rules and in the event that the Second Transaction Account Bank becomes insolvent, the Client Money Distribution Rules will not apply and so the Issuer will not be entitled to share in any distribution under the Client Money Distribution Rules. In particular, the Second Transaction Account Bank shall not segregate the Issuer's money from that of the Second Transaction Account Bank and the Second Transaction Account Bank shall not be liable for any profits made by the Second Transaction Account Bank's use as banker of such funds.

## **3. THE ACCOUNTS**

### **Instructions from Trust Property Cash Manager and Issuer Cash Manager to the Second Transaction Account Bank**

- 3.1 (a) Subject to Clause 3.6 (*No Negative Balance*), paragraph (a) of Clause 8.2 (*Second Issuer Account Bank Indemnities*), paragraph (a) of Clause 8.3 (*Second Mortgages Trustee Account Bank Indemnities*) and Clause 8.4 (*Consequences of an Enforcement Notice*), the Second

Mortgages Trustee Account Bank shall comply with any direction of the Trust Property Cash Manager and the Second Issuer Account Bank shall comply with any direction of the Issuer Cash Manager to effect a payment by, in the case of the Second Issuer Account Bank, debiting the Second Issuer Transaction Account and, in the case of the Second Mortgages Trustee Account Bank, debiting the Second Mortgages Trustee Transaction Account, **provided that**, such direction from the Trust Property Cash Manager or the Issuer Cash Manager, as the case may be, complies with the relevant Account Mandate and, **provided further that**, such direction is legal and passes the reasonable checks carried out as part of the proper operation of the Second Transaction Account Bank's payment processing system.

- (b) Subject to paragraph (a) of Clause 8.2 (*Second Issuer Account Bank Indemnities*) and paragraph (a) of Clause 8.3 (*Second Mortgages Trustee Account Bank Indemnities*), the Second Transaction Account Bank shall be entitled to rely on any direction if such direction (i) is in writing or is given by the internet banking service or electronic banking service (including SWIFT) provided by the Second Transaction Account Bank and (ii) otherwise complies with as appropriate, the Issuer Transaction Account Mandate or the Mortgages Trustee Transaction Account Mandate or in the case of an Electronic Instruction, the relevant procedures of the Second Transaction Account Bank applicable from time to time (such direction shall constitute an irrevocable instruction).
- (c) For the avoidance of doubt, the Trust Property Cash Manager and the Issuer Cash Manager shall give all directions through Electronic Instruction, or in any other manner as agreed between the Cash Managers and the Second Transaction Account Bank from time to time.
- (d) If the Second Mortgages Trustee Account Bank refuses to comply with any direction it shall notify the Mortgages Trustee in writing and give the reasons for refusing to take such action or make such payment, unless there is a requirement not to give such notification by law or order of any court or pursuant to any direction or requirement of any central bank or any governmental or other regulatory authority.
- (e) If the Second Issuer Account Bank refuses to comply with any direction it shall notify the Issuer in writing and give the reasons for refusing to take action or make such payment, unless there is a requirement not to give such notification by law or order of any court or pursuant to any direction or requirement of any central bank or any governmental or other regulatory authority.
- (f) The Mortgages Trustee unconditionally agrees to the use of any form of telephonic or electronic monitoring or recording by the Second Mortgages Trustee Account Bank according to the Second Mortgages Trustee Account Bank's standard operating procedures or as the Second Mortgages Trustee Account Bank deems appropriate for

security and service purposes. Such recording of discussion between the Mortgages Trustee and the Second Mortgages Trustee Account Bank (or Trust Property Cash Manager on its behalf), or a transcript thereof, shall be provided to the Mortgages Trustee by the Second Mortgages Trustee Account Bank if reasonably requested in relation to any proceedings brought in connection with this Agreement and may be used by any party as evidence in such proceedings.

- (g) The Issuer unconditionally agrees to the use of any form of telephonic or electronic monitoring or recording by the Second Issuer Account Bank according to the Second Issuer Account Bank's standard operating procedures or as the Second Issuer Account Bank deems appropriate for security and service purposes. Such recording of discussion between the Issuer and the Second Issuer Account Bank (or Issuer Cash Manager on its behalf), or a transcript thereof, shall be provided to the Issuer by the Second Issuer Account Bank if reasonably requested in relation to any proceedings brought in connection with this Agreement and may be used by any party as evidence in such proceedings.

### **Representations, Warranties and Covenants of the Second Transaction Account Bank**

- 3.2
- (a) The Second Issuer Account Bank represents and warrants in accordance with Part A of Schedule 3 (*Second Issuer Account Bank Representations and Warranties*) to this Agreement, on the date of this Agreement and on each date on which an amount is credited to the Second Issuer Transaction Account.
  - (b) The Second Mortgages Trustee Account Bank hereby represents and warrants in accordance with Part B of Schedule 3 (*Second Mortgages Trustee Account Bank Representations and Warranties*) to this Agreement, on the date of this Agreement and on each date on which an amount is credited to the Second Mortgages Trustee Transaction Account.
  - (c) The Second Issuer Account Bank shall, as soon as reasonably practicable, notify the Issuer in the event that any of the representations and warranties set out in Part A of Schedule 3 (*Second Issuer Account Bank Representations and Warranties*) to this Agreement ceases to be true.
  - (d) The Second Mortgages Trustee Account Bank shall, as soon as reasonably practicable, notify the Mortgages Trustee in the event that any of the representations and warranties set out in Part B of Schedule 3 (*Second Mortgages Trustee Account Bank Representations and Warranties*) to this Agreement ceases to be true.
  - (e) Each Second Transaction Account Bank shall provide such information or evidence relating to:

- (i) the Second Issuer Transaction Account as the Security Trustee or Issuer Cash Manager may require; and
- (ii) the Second Mortgages Trustee Transaction Account as the Security Trustee or Trust Property Cash Manager may require.

### **Payments other than on a Distribution Date or Payment Date**

3.3 The Second Transaction Account Bank agrees that if directed pursuant to paragraph (a) of Clause 3.1 (*Instructions from Trust Property Cash Manager and Issuer Cash Manager to the Second Transaction Account Bank*) to make any payment, in respect of the Issuer on any date other than a Payment Date, and in respect of the Mortgages Trustee on any date other than a Distribution Date (to which the provisions of paragraph (a) of Clause 3.1 (*Instructions from the Trust Property Cash Manager and Issuer Cash Manager to the Second Transaction Account Bank*) shall apply), then, subject to Clauses 3.6 (*No Negative Balance*) and 8.4 (*Consequences of a Enforcement Notice*), it will do so prior to close of business on the Business Day on which such direction is received and for value that day; **provided that**, (i) it will not be the responsibility of the Second Transaction Account Bank to determine whether such day is a Payment Date or Distribution Date; and (ii) if any direction is received later than the Instruction Deadline on any Business Day, the Second Transaction Account Bank shall make such payment at or prior to the commencement of business on the following Business Day for value that day and the Second Transaction Account Bank agrees that in relation to an irrevocable instruction received by Electronic Instruction, ensure that the Trust Property Cash Manager or the Issuer Cash Manager, as the case may be, receives a SWIFT confirmation when payment amounts are debited from the Second Mortgages Trustee Transaction Account or the Second Issuer Transaction Account, as the case may be.

### **Interest**

3.4 (a) Subject to paragraph (c) of Clause 3.4 (*Interest*), interest shall accrue from day to day on the cleared balance from time to time on the Mortgages Trustee Transaction Account (the ***Second Mortgages Trustee Transaction Account Balance***), and shall be paid monthly at a rate of interest per annum equal to LIBOR for one month sterling deposits (which, for the purpose of this Agreement, shall be a rate determined by the Second Mortgages Trustee Account Bank on the first Business Day of the calendar month), *minus* the percentage rate set out in the fee letter dated on or around the date of this Agreement between the Issuer, the Mortgages Trustee and BNP Paribas Securities Services, London Branch (the ***Fee Letter***) (the ***Second Mortgages Trustee Transaction Account Rate***). In respect of the period from (and including) the Closing Date to (but excluding) the first Business Day of the immediately following calendar month, the relevant Second Mortgages Trustee Transaction Account Rate shall be an interpolated rate for deposits in sterling LIBOR for such period (which, for the purposes of this Agreement, shall be a rate determined by the Second Mortgages Trustee Account Bank on the Closing Date), *minus* a



percentage rate as set out in the Fee Letter. Interest shall be calculated on the basis of the actual number of days elapsed and a 365 day year with payment made for value on the first Business Day of the calendar month to the Mortgages Trustee Transaction Account.

- (b) Subject to paragraph (c) of Clause 3.4 (*Interest*), interest shall accrue from day to day on the cleared balance on the Second Issuer Transaction Account (the *Second Issuer Transaction Account Balance*) and shall be paid monthly at a rate of interest per annum equal to LIBOR for three-month sterling deposits (which, for the purpose of this Agreement, shall be a rate determined by the Second Issuer Account Bank on the immediately preceding Payment Date (or in respect of the first Interest Period, the Closing Date)) *minus* a percentage rate as set out in the Fee Letter (the *Second Issuer Transaction Account Rate*). In respect of the period from (and including) the Closing Date to (but excluding) the first Payment Date, the relevant Second Issuer Transaction Account Rate shall be an interpolated rate for deposits in sterling LIBOR for such period (which, for the purpose of this Agreement, shall be a rate determined by the Second Issuer Account Bank on the Closing Date), *minus* a percentage rate as set out in the Fee Letter. Interest shall be calculated on the basis of the actual number of days elapsed and a 365 day year, by payment for value on the first Business Day of the calendar month to the Issuer Transaction Account.
- (c) On any day, interest shall be calculated by reference to cleared amounts deposited into the Mortgages Trustee Transaction Account or the Issuer Transaction Account, as the case may be, as at the close of business on the previous day.
- (d) On any day on which interest is payable by the Second Mortgages Trustee Account Bank or the Second Issuer Account Bank, under this Agreement, the Second Mortgages Trustee Account Bank or the Second Issuer Account Bank, as the case may be, shall pay the amount of interest then due in immediately available, freely transferable, cleared funds by no later than the close of business on the following Business Day.
- (e) Notwithstanding the above (i) the Issuer and the Second Issuer Account Bank may agree to vary the Second Issuer Transaction Account Rate from time to time; and (ii) the Mortgages Trustee and the Second Mortgages Trustee Account Bank may agree to vary the Second Mortgages Trustee Transaction Account Rate from time to time.

### **Second Transaction Account Bank's Charges**

- 3.5 (a) The Issuer hereby agrees that the charges (including any negative interest charges properly incurred in accordance with the Fee Letter) of the Second Issuer Account Bank for the operation of the Second Issuer Transaction Account shall be debited from the Second Issuer

Transaction Account quarterly in arrears on a date to be agreed between the Issuer and the Second Issuer Account Bank from time to time in accordance with the relevant Priority of Payments. The charges shall be reasonable and payable at the same rates as are generally applicable to the business customers of the Second Issuer Account Bank, **provided that**, subject to paragraph (a) of Clause 10.3 (*Termination by the Second Transaction Account Bank*), if there are insufficient funds standing to the credit of the Second Issuer Transaction Account to pay such charges the Second Issuer Account Bank shall not be relieved of its obligations under this Agreement including, but not limited to, such charges in respect of the Second Issuer Transaction Account.

- (b) The Mortgages Trustee (on behalf of the Beneficiaries) hereby agrees that the charges (including any negative interest charges properly incurred in accordance with the Fee Letter) of the Second Mortgages Trustee Account Bank for the operation of the Second Mortgages Trustee Transaction Account shall be debited from the Second Mortgages Trustee Transaction Account quarterly in arrears on a date to be agreed between the Mortgages Trustee and Second Mortgages Trustee Account Bank from time to time in accordance with the Mortgages Trustee Revenue Priority of Payments. The charges shall be reasonable and payable at the same rates as are generally applicable to the business customers of the Second Mortgages Trustee Account Bank, **provided that**, subject to paragraph (a) of Clause 10.3 (*Termination by the Second Transaction Account Bank*), if there are insufficient funds standing to the credit of the Second Mortgages Trustee Transaction Account to pay such charges the Second Mortgages Trustee Account Bank shall not be relieved of its obligations under this Agreement including, but not limited to, such charges in respect of the Second Mortgages Trustee Transaction Account.

### **No Negative Balance**

- 3.6 (a) Notwithstanding any other provision of this Agreement, the Second Transaction Account Bank shall not be required to act on any instruction received from the Issuer Cash Manager or the Trust Property Cash Manager, as applicable, to the extent that to do so would cause the relevant Second Transaction Account to have a negative balance and shall incur no liability from any non-payment or non-distribution in such circumstances.
- (b) The Second Transaction Account Bank shall be under no obligation to monitor the Second Transaction Accounts for the purpose of preventing the Second Transaction Accounts from becoming overdrawn. No liability whatsoever shall attach to a Second Transaction Account Bank should any Second Transaction Account become overdrawn at any time.

## Transaction Account Terms

- 3.7 (a) The Mortgages Trustee must comply with any reasonable security measures required by the Second Mortgages Trustee Account Bank to prevent the security details of the Second Mortgages Trustee Transaction Account from becoming known to or accessible by any unauthorised person.
- (b) The Issuer must comply with any reasonable security measures required by the Second Issuer Account Bank to prevent the security details of the Second Issuer Transaction Account from becoming known to or accessible by any unauthorised person.

## 4. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS OF THE ISSUER AND THE MORTGAGES TRUSTEE

### Representations and Warranties of the Issuer

- 4.1 The Issuer represents and warrants in accordance with Part C of Schedule 3 (*Issuer Representations and Warranties*) to this Agreement, on the date of this Agreement and on each date on which an amount is credited to the Second Issuer Transaction Account.

### Representations and Warranties of the Mortgages Trustee

- 4.2 The Mortgages Trustee represents and warrants in accordance with Part D of Schedule 3 (*Mortgages Trustee Representations and Warranties*) to this Agreement, on the date of this Agreement and on each date on which an amount is credited to the Second Mortgages Trustee Transaction Account.

### Issuer and Mortgages Trustee Undertakings

- 4.3 Each of the Issuer and the Mortgages Trustee undertake to the Second Transaction Account Bank that:
- (a) it will provide to the Second Transaction Account Bank all documentation and other information required by the Second Transaction Account Bank from time to time to comply with all applicable regulations in relation to the Issuer Transaction Account and the Mortgages Trustee Transaction Account as soon as reasonably practicable upon reasonable request by the Second Transaction Account Bank; and
- (b) it will not supply to the Second Transaction Account Bank any personal data or sensitive data, whether relating to such party, its personnel, customers or other data subjects, except to the extent that the Issuer is required to provide such information in order to comply with requests for information made by the Second Transaction Account Bank pursuant to its KYC Procedures. The Second Transaction Account Bank will process such information for the purpose of carrying out their KYC Procedures or for the purposes of compliance with applicable law and will keep it secure and confidential. For the purposes of this Clause 4.3(b) *data subject, personal data* and

*sensitive data* each have the meaning given to them in the EU Directive 95/46/EC as implemented by the relevant Member State.

## 5. PAYMENTS

### Instructions from the Trust Property Cash Manager or the Issuer Cash Manager

- 5.1 (a) The Trust Property Cash Manager shall no later than 2.30 p.m. (London time) on each Distribution Date submit to the Second Mortgages Trustee Account Bank instructions in compliance with the relevant mandates as to any payments to be made out of the Second Mortgages Trustee Transaction Account on such Distribution Date.
- (b) The Issuer Cash Manager shall, no later than 2.30 p.m. (London time) on each Payment Date, submit to the Second Issuer Account Bank instructions in compliance with the relevant mandates as to any payments to be made out of the Second Issuer Transaction Account on such Payment Date.
- (c) The Second Transaction Account Bank shall comply with such instructions and shall effect the payments specified therein not later than the time specified for payment (**provided that** the Second Transaction Account Bank shall not have any liability to any person if it fails to effect timely payment by reason of those matters contemplated by Clause 30 (*Force Majeure and Illegality*)) on the relevant date even if the instructions comply with the relevant Account Mandate.

### Confirmation of Payment Instructions

- 5.2 (a) The Second Mortgages Trustee Account Bank agrees that it will in relation to an irrevocable instruction received by Electronic Instruction, ensure that the Trust Property Cash Manager receives a SWIFT confirmation when payment amounts are debited from the Second Mortgages Trustee Transaction Account.
- (b) The Second Issuer Account Bank agrees that it will in relation to an irrevocable instruction received by Electronic Instruction, ensure that the Issuer Cash Manager receives a SWIFT confirmation when payment amounts are debited from the Second Issuer Transaction Account.

### No duty to Verify Instructions

- 5.3 (a) The Second Transaction Account Bank is under no duty to ensure that funds withdrawn from the Issuer Transaction Account and the Mortgages Trustee Transaction Account are actually applied for the purpose for which they were withdrawn or, subject to Clause 3.1 (*Instructions from Trust Property Cash Manager and Issuer Cash Manager to the Second Transaction Account Bank*) above, that any instruction is accurate in accordance with the terms of any agreement or arrangement.

- (b) The Second Transaction Account Bank shall be entitled to rely upon any order, judgment, award, decision, decree, certification, delivered to it by a court and reasonably believed by the Second Transaction Account Bank to be genuine without being required to determine its authenticity or the correctness of any fact stated therein or the validity of the service thereof.
- (c) Subject to Clause 15 (*Notices*), The Transaction Account Bank may act in reliance upon any instrument or signature reasonably believed by it to be genuine and may assume that any person purporting to give receipt or advice or make any statement or execute any document in connection with the provisions hereof has been duly authorised to do so.

## **6. MANDATES AND STATEMENTS**

### **Signing and Delivery of Mandates**

- 6.1 (a) The Issuer hereby confirms that it has delivered to the Second Issuer Account Bank prior to the Closing Date the mandate relating to the Second Issuer Transaction Account in the form set out in Schedule 1 (*Form of Second Issuer Transaction Account Mandate*) duly executed and relating to the Issuer Transaction Account, and the Second Issuer Account Bank hereby confirms to the Issuer and Security Trustee that the mandate relating to the Issuer Transaction Account has been provided to it and is operative, that the Issuer Transaction Account has been opened in its books in the name of the Issuer and that it agrees to accept on deposit all moneys transferred to the Issuer Transaction Account from time to time subject to the mandate as set out in Schedule 1 (*Form of Second Issuer Transaction Account Mandate*) and this Agreement.
- (b) The Mortgages Trustee hereby confirms that it has delivered to the Second Mortgages Trustee Account Bank, prior to the Closing Date, the mandate relating to the Second Mortgages Trustee Transaction Account in the form set out in Schedule 2 (*Form of Second Mortgages Trustee Transaction Account Mandate*) duly executed and the Second Mortgages Trustee Account Bank hereby confirms to the Mortgages Trustee that the mandate relating to the Second Mortgages Trustee Transaction Account has been provided to it and is operative, that the Second Mortgages Trustee Transaction Account has been opened in its books in the name of the Mortgages Trustee and that it agrees to accept on deposit all moneys transferred to the Second Mortgages Trustee Transaction Account from time to time subject to the mandate as set out in Schedule 2 (*Form of Second Mortgages Trustee Transaction Account Mandate*) and this Agreement.

### **Amendment or Revocation**

- 6.2 The Second Transaction Account Bank agrees that it shall notify the Issuer and the Issuer Cash Manager or Mortgages Trustee and the Trust Property Cash Manager, as applicable, as soon as it is reasonably practicable, if it

receives any amendment or revocation of a mandate to the extent that such amendment or revocation affects an Account held by it and the Issuer or the Mortgages Trustee, as applicable, shall notify the Security Trustee as soon as it is reasonably practicable and shall seek the consent of the Security Trustee to make any such amendment or revocation to the extent that such amendment or revocation affects that Account (other than a change of Authorised Signatory) **provided, however, that** unless such mandate is revoked, the Second Transaction Account Bank may continue to comply with the relevant amended mandate unless it receives notice in writing from the Security Trustee (in respect of (a) below) or the Issuer or the Mortgages Trustee (in respect of (b) below) to the effect that:

- (a) an Enforcement Notice has been served; or
- (b) that the appointment of Virgin Money as Trust Property Cash Manager or Issuer Cash Manager under the Trust Property Cash Management Agreement or the Issuer Cash Management Agreement has been terminated.

### Statements

- 6.3 (a) The Second Issuer Account Bank shall provide:
- (i) on a monthly basis (or at such other intervals as the Issuer Cash Manager shall reasonably request) written statements to the Issuer Cash Manager, the Issuer and upon request, the Security Trustee, within three Business Days after the date that such statement is prepared; and
  - (ii) on a daily basis, either SWIFT statement MT940 or MT950, setting out the amounts standing to the credit of the Issuer Transaction Account at the close of business on the Business Day immediately preceding the date of each such statement.
- (b) The Second Mortgages Trustee Account Bank shall provide:
- (i) on a monthly basis (or at such other intervals as the Trust Property Cash Manager shall reasonably request) written statements to the Trust Property Cash Manager, the Mortgages Trustee and, upon request, the Beneficiaries and the Security Trustee, within three Business Days after the date that such statement is prepared; and
  - (ii) on a daily basis, either SWIFT statement MT940 or MT950, setting out the amounts standing to the credit of the Second Mortgages Trustee Transaction Account at the close of business on the Business Day immediately preceding the date of each such statement.

## 7. ACKNOWLEDGEMENT BY THE SECOND TRANSACTION ACCOUNT BANK

### Restriction on Rights

7.1 Notwithstanding anything to the contrary in the mandates:

- (a) the Second Transaction Account Bank hereby waives any right it has or may hereafter acquire to combine, consolidate or merge any Account held with it, with any other account of the Trust Property Cash Manager, the Issuer Cash Manager, the Administrator, the Issuer, the Mortgages Trustee, Virgin Money, the Security Trustee or any other person or with any liabilities of the Trust Property Cash Manager, the Issuer Cash Manager, the Administrator, the Issuer, the Mortgages Trustee, Virgin Money, the Security Trustee or any other person and the Second Transaction Account Bank undertakes that, in the event that it breaches the foregoing obligations, then it shall immediately re-credit the relevant account with the amount required to restore the balance on such account to that amount which it would have been if no such breach had occurred and the other parties to this Agreement agree that such re-crediting shall discharge the Second Transaction Account Bank's liability for such breach in full;
- (b) save as contemplated in Clause 3.5 (*Second Transaction Account Bank's Charges*), the Second Transaction Account Bank hereby agrees that it may not exercise any lien or to the extent permitted by law any set-off or transfer or combine or withhold payment of any sum standing to the credit of or to be credited to any Second Transaction Account in or towards satisfaction of any liability or liabilities owed to it by the Trust Property Cash Manager, the Issuer Cash Manager, the Administrator, the Issuer, the Mortgages Trustee, Virgin Money, the Security Trustee or any other person and the Second Transaction Account Bank undertakes that in the event that it breaches the foregoing obligations, then it shall immediately re-credit the relevant Second Transaction Account with the amount required to restore the balance on such Account to that amount which it would have been if no such breach had occurred and the other parties hereto agree that such re-crediting shall discharge the Second Transaction Account Bank's liability for such breach in full; and
- (c) the Second Issuer Account Bank hereby acknowledges that the Issuer has, pursuant to the Deed of Charge, *inter alia*, assigned by way of security all its rights, title, interest and benefit, present and future, in and to, all sums from time to time standing to the credit of the Second Issuer Transaction Account and all of its rights under this Agreement to the Security Trustee.

The provisions of clause 6 (*Restrictions on Enforcement of certain Rights*) of the Deed of Charge shall prevail in the event that and to the extent that they conflict with the provisions of this Clause 7.1 (*Restriction on Rights*).

## Notice of Assignment and Acknowledgement

7.2 By its execution of the Deed of Charge, the Second Issuer Account Bank acknowledges and consents to the assignments, charges and Security Interests made or granted by the Issuer under clause 3 (*Issuer Security*) of such Deed of Charge.

## 8. CERTIFICATION, INDEMNITY AND CONSEQUENCES OF AN ENFORCEMENT NOTICE

### Second Transaction Account Bank to Comply with Trust Property Cash Manager's and Issuer Cash Manager's Instructions

8.1 Unless otherwise directed by the Security Trustee pursuant to Clause 8.4 (*Consequences of a Enforcement Notice*), in making any transfer or payment from any Transaction Account in accordance with this Agreement, the Second Transaction Account Bank shall be entitled to act as directed by the Trust Property Cash Manager or the Issuer Cash Manager (as the case may be) pursuant to paragraphs (a) and (b) of Clause 3.1 (*Instructions from Trust Property Cash Manager's and Issuer Cash Manager to the Second Transaction Account Bank*), Clause 3.3 (*Payments other than on a Distribution Date or Payment Date*) and Clause 5 (*Payments*), and to rely as to the amount of any such transfer or payment on the Trust Property Cash Manager's and Issuer Cash Manager's instructions in accordance with the relevant Account Mandate, and the Second Transaction Account Bank shall have no liability to the Issuer Cash Manager, the Trust Property Cash Manager, the Issuer, the Mortgages Trustee or the Security Trustee as a result of acting in accordance with such instructions or otherwise, except in the case of its fraud, wilful default or gross negligence or that of its officers or employees.

### Second Issuer Account Bank Indemnities

- 8.2 (a) The Issuer shall indemnify the Second Issuer Account Bank (a) prior to delivery of a Note Acceleration Notice subject to the Issuer Pre-Acceleration Revenue Priority of Payments, or (b) following delivery of a Note Acceleration Notice, subject to the Issuer Post-Acceleration Priority of Payments, against any and all direct losses, liabilities, claims, actions, damages, expenses or demands (including any Irrevocable VAT) (*Losses*) and Expenses which it may incur or which may be made against it as a result of or in connection with its appointment or the exercise of its powers or duties under this Agreement or in complying with or relying on any instructions delivered by the Issuer, save that this indemnity shall not extend to:
- (i) the charges of the Second Issuer Account Bank (if any) for the operation of the Second Issuer Transaction Account other than as provided in this Agreement; and
  - (ii) any loss, cost, damage, charge or expense arising from fraud, wilful default or negligence of the Second Issuer Account Bank or its officers or employees.



- (b) Virgin Money acknowledges that it is fully aware of the risks associated with transmitting instructions via facsimile.
- (c) Paragraphs (a) and (b) of this Clause 8.2 (*Second Issuer Account Bank Indemnities*) shall survive notwithstanding any termination of this Agreement or the resignation or replacement of the Second Issuer Account Bank.

### **Second Mortgages Trustee Account Bank Indemnities**

- 8.3 (a) In accordance with the Mortgages Trustee Revenue Priority of Payments under the Mortgages Trust Deed, the Mortgages Trustee shall indemnify the Second Mortgages Trustee Account Bank against any and all direct Losses and Expenses which it may incur or which may be made against it as a result of or in connection with its appointment or the exercise of its powers or duties under this Agreement or in complying with or relying on any instructions delivered by the Mortgages Trustee or Virgin Money, save that this indemnity shall not extend to:
- (i) the charges of the Second Mortgages Trustee Account Bank (if any) for the operation of the Second Mortgages Trustee Transaction Account other than as provided in this Agreement; and
  - (ii) any loss, cost, damage, charge or expense arising from fraud, wilful default or negligence of the Second Mortgages Trustee Account Bank or its officers or employees.
- (b) Virgin Money acknowledges that it is fully aware of the risks associated with transmitting instructions via facsimile.
  - (c) Paragraphs (a) and (b) of this Clause 8.3 (*Second Mortgages Trustee Account Bank Indemnities*) shall survive notwithstanding any termination of this Agreement or the resignation or replacement of the Second Mortgages Trustee Account Bank.

### **Consequences of an Enforcement Notice**

- 8.4 The Second Transaction Account Bank acknowledges that, if it receives notice in writing from (a) the Security Trustee that it has served an Enforcement Notice, or (b) the Issuer, the Mortgages Trustee or (following the delivery of an Enforcement Notice) the Security Trustee that the appointment of Virgin Money as Trust Property Cash Manager or Issuer Cash Manager under the Trust Property Cash Management Agreement or the Issuer Cash Management Agreement has been terminated all rights, authority and power of the relevant Cash Manager in respect of the Transaction Accounts shall be terminated and be of no further effect and the Second Transaction Account Bank agrees that it shall, upon receipt of such notice from the Issuer or the Security Trustee, as the case may be, comply with the directions of the Security Trustee in the case of (a) above, or in the case of (b) above, any successor Trust Property Cash Manager or Issuer Cash Manager appointed by the Mortgages Trustee or Issuer, as the case may be (subject to such successor Trust Property Cash

Manager or Issuer Cash Manager having entered into an agreement with that Second Transaction Account Bank on substantially the same terms as this Agreement) in relation to the operation of the relevant Second Transaction Account.

## **9. CHANGE OF SECOND TRANSACTION ACCOUNT BANK**

### **Change of Second Transaction Account Bank**

If there is any change in the identity of any Second Transaction Account Bank, the Trust Property Cash Manager or the Issuer Cash Manager (in accordance with this Agreement or the Cash Management Agreements, as applicable), the Issuer, the Mortgages Trustee and the Security Trustee shall execute such documents and take such actions as the new Second Transaction Account Bank and the outgoing Second Transaction Account Bank and the Security Trustee may require for the purpose of vesting in the new Second Transaction Account Bank the rights and obligations of the outgoing Second Transaction Account Bank and releasing the outgoing Second Transaction Account Bank from its future obligations under this Agreement.

## **10. TERMINATION**

### **Termination Events**

- 10.1 (a) The Issuer Cash Manager or the Issuer (in the case of the Second Issuer Transaction Account), the Trust Property Cash Manager or the Mortgages Trustee (in the case of the Second Mortgages Trustee Transaction Account) may (with the prior written consent of the Security Trustee) terminate this Agreement with respect to the relevant Second Transaction Account and relevant Second Transaction Account Bank subject to paragraph (a) of Clause 10.1 (*Termination Events*), in each case by serving a written notice of termination on the Second Transaction Account Bank if any of the following events occurs:
- (i) a deduction or withholding for or on account of any Tax is imposed, or it appears likely that such a deduction or withholding will be imposed, in respect of the interest payable on the Second Transaction Account held with the Second Transaction Account Bank;
  - (ii) the rating of the Second Transaction Account Bank falls below the Account Bank Required Rating and one of the following events has not occurred within 30 calendar days of such downgrade:
    - (A) the relevant Second Transaction Account has been closed and a replacement account opened with a bank which has the Account Bank Required Rating and the Issuer Cash Manager (in the case of the Second Issuer Transaction Account) or the Trust Property Cash Manager (in the case of the Second Mortgages Trustee Transaction Account) will use its reasonable endeavours

to ensure that any such bank shall enter into an agreement in form and substance similar to this Agreement; or

- (B) a guarantee or other support of the Second Transaction Account Bank's obligations under this Agreement has been obtained from a third party that has the Account Bank Required Rating and the Issuer Cash Manager (in the case of the Second Issuer Account Bank) or the Trust Property Manager (in the case of the Second Mortgages Trustee Account Bank) has confirmed that this will not, in its opinion formed on the basis of due consideration (with reference to the then current rating criteria of Fitch or Moody's (as applicable)), result in the current ratings of any Class of the Notes being downgraded, withdrawn or qualified by the Rating Agencies; or
- (C) such other action (which may include no action) has been taken in relation to the relevant Second Transaction Account that the Administrator confirmed will not, in its opinion formed on the basis of due consideration (with reference to the then current rating criteria of Fitch or Moody's (as applicable)), result in the then current ratings of any Class of the Notes being downgraded, withdrawn or qualified by the Rating Agencies; or
- (D) such other action has been taken in relation to the relevant Second Transaction Account as is directed by an Extraordinary Resolution of the Most Senior Class (in accordance with the Conditions and the Transaction Documents).

For the avoidance of doubt, the Second Transaction Account Bank has no responsibility for taking any of the steps described in (A) to (D) above. Virgin Money (in its capacity as Issuer Cash Manager or Trust Property Manager, as applicable) will inform the Rating Agencies of any action described in (A) to (D) above; or

- (iii) the Second Transaction Account Bank (otherwise than for the purposes of such amalgamation or reconstruction as is referred to in paragraph (iv) below) through an authorised action of the board of directors of the Second Transaction Account Bank ceases to carry on the whole or substantially the whole of its business; or
- (iv) an order is made or an effective resolution is passed for the winding-up of the Second Transaction Account Bank except a winding-up for the purposes of or pursuant to an amalgamation

or reconstruction the terms of which have previously been approved by:

- (A) in the case of the Second Issuer Account Bank, the Security Trustee or the Security Trustee acting at the direction of the Note Trustee (as directed by the Most Senior Class) by an Extraordinary Resolution (in accordance with the Trust Deed); and
- (B) in the case of the Second Mortgages Trustee Account Bank, the Mortgages Trustee and the Security Trustee or the Mortgages Trustee and the Security Trustee acting at the direction of the Note Trustee (as directed by the Most Senior Class), by an Extraordinary Resolution (in accordance with the Trust Deed),

in each case in writing (such approval not to be unreasonably withheld or delayed, except for the purposes of (A), the Security Trustee will have sole discretion); or

- (v) proceedings are initiated against the Second Transaction Account Bank under any applicable liquidation, insolvency, bankruptcy, composition, reorganisation (other than a reorganisation where that Second Transaction Account Bank is solvent) or other similar laws (including, but not limited to, presentation of an application or a petition for an administration order) and (except in the case of presentation of an application or a petition for an administration order) such proceedings are not, in the sole opinion of the Security Trustee (in the case of the Second Issuer Account Bank), and the Mortgages Trustee (in the case of the Second Mortgages Trustee Account Bank), being disputed in good faith with a reasonable prospect of success or an administration order is granted or an administrative receiver or other receiver, liquidator, trustee in sequestration or other similar official is appointed in relation to the Second Transaction Account Bank or in relation to the whole or any substantial part of the undertaking or assets of the Second Transaction Account Bank, or an encumbrancer takes possession of the whole or any substantial part of the undertaking or assets of the Second Transaction Account Bank, or a distress, execution or diligence or other process is levied or enforced upon or sued out against the whole or any substantial part of the undertaking or assets of the Second Transaction Account Bank and such possession or process (as the case may be) is not discharged or otherwise ceases to apply within 30 calendar days of its commencement, or the Second Transaction Account Bank initiates or consents to judicial proceedings relating to itself under applicable liquidation, insolvency, bankruptcy, composition, reorganisation or other similar laws or makes a conveyance or assignment for the benefit of its creditors generally; or

- (vi) the Second Transaction Account Bank fails to perform any of its obligations under this Agreement and such failure remains unremedied for three Business Days after the Issuer Cash Manager, the Administrator, the Mortgages Trustee, the Issuer or (following the delivery of an Enforcement Notice) the Security Trustee has given notice of such failure (**provided that** such failure is not by reason of those matters contemplated by Clause 30 (*Force Majeure and Illegality*)).
- (b) The Issuer Cash Manager, the Trust Property Cash Manager, the Mortgages Trustee and/or the Issuer (as applicable) may terminate the appointment of the Second Transaction Account Bank in accordance with the provisions of paragraph (a) of Clause 10.1 (*Termination Events*), so long as each of them uses reasonable endeavours to appoint a replacement financial institution or institutions in respect of the Second Transaction Account Bank (and in the case of paragraph (a)(ii) of Clause 10.1 (*Termination Events*), each of them uses reasonable endeavours to appoint a replacement financial institution or institutions within 30 calendar days of such downgrade) and that:
  - (i) such termination shall not be effective until a replacement financial institution or institutions with the Account Bank Required Rating in respect of the Second Issuer Account Bank and the Second Mortgages Trustee Account Bank has entered into an agreement in form and substance similar to this Agreement; and
  - (ii) Virgin Money has confirmed in writing that, in its opinion, formed on the basis of due consideration, the then current ratings of the Notes will not be downgraded, qualified or withdrawn by the Rating Agencies as a result of such termination.

If a successor has not been duly chosen by the Issuer Cash Manager, the Trust Property Cash Manager, the Mortgages Trustee and/or the Issuer (as applicable) in accordance with this Clause and within a reasonable amount of time given the then circumstances, the Second Transaction Account Bank may themselves, following such consultation with the Issuer Cash Manager, the Trust Property Cash Manager, the Mortgages Trustee and/or the Issuer (as applicable) as is practicable in the circumstances and with the prior written approval of the Security Trustee, appoint as its successor any reputable and experienced financial institution which has the Account Bank Required Rating. The Second Transaction Account Bank shall give notice of such appointment to the Issuer Cash Manager, the Trust Property Cash Manager, Virgin Money, the Mortgages Trustee and the Issuer (as applicable) and the Security Trustee, and such successor shall enter into an agreement on substantially the same terms and form as this Agreement.

- (c) In the event of a termination pursuant to paragraphs (a) and (b) of Clause 10.1 (*Termination Events*), the Second Transaction Account Bank shall assist the other parties hereto to effect an orderly transfer of the banking arrangements set out under this Agreement, including paying to the order of the Issuer Cash Manager or the Trust Property Cash Manager as the case may be, (or as required by the Security Trustee under the Deed of Charge) all amounts standing to the credit of the relevant Second Transaction Account with interest accrued to (but excluding) the date of actual payment.
- (d) The Issuer (in the case of the Second Issuer Account Bank), and the Mortgages Trustee (in the case of the Second Mortgages Trustee Account Bank) shall reimburse the Second Transaction Account Bank for its reasonable costs and any amount in respect of Irrecoverable VAT thereon (including reasonable costs and expenses) incurred during the period of, and until completion of, the transfer, except in circumstances where the transfer has occurred due to the termination of its appointment pursuant to paragraph (iii), (iv), (v) and (vi) of Clause 10.1(a) (*Termination Events*).

### **Automatic Termination**

10.2 This Agreement shall automatically terminate (if not terminated earlier pursuant to this Clause 10 (*Termination*)) on the date falling 90 days after the later to occur of (a) the Final Discharge Date or (b) the termination of the Mortgages Trust.

### **Termination by the Second Transaction Account Bank**

- 10.3 (a) The Second Transaction Account Bank may terminate this Agreement and cease to operate the relevant Second Transaction Account held with it at any time:
- (i) on giving not less than 90 days' prior written notice thereof to the Trust Property Cash Manager or the Issuer Cash Manager, the Administrator, the Mortgages Trustee, the Issuer, the Security Trustee and Virgin Money ending on any Business Day which does not fall (i) on either a Payment Date or a Distribution Date; or (ii) less than 10 Business Days before a Payment Date or a Distribution Date to each of the other parties hereto without assigning any reason;
  - (ii) on giving not less than 30 days' prior written notice thereof to the Trust Property Cash Manager, the Issuer Cash Manager, the Administrator, the Mortgages Trustee, the Issuer, the Security Trustee and Virgin Money ending on any Business Day which does not fall (i) on either a Payment Date or a Distribution Date; or (ii) less than 10 Business Days before a Payment Date to each of the other parties hereto, if the Second Transaction Account Bank shall have demanded payment of its due charges or any interest and the same shall have remained unpaid for a period of two months, **provided that**, if the relevant amounts

have been paid on or before the date six weeks after the date of delivery of such notice the notice shall have no effect; and

- (iii) notwithstanding anything to the contrary in this Agreement, in the event of fraud or material default or material breach of the terms and conditions applicable to the relevant Issuer Account or Mortgages Trustee Transaction Account, the Second Transaction Account Bank may resign from its role as Second Transaction Account Bank on giving written notice thereof to the Trust Property Cash Manager, the Issuer Cash Manager, the Administrator, the Mortgages Trustee, the Issuer, the Security Trustee and Virgin Money,

**provided that**, such termination shall not take effect:

- (A) in the case of (i) and (ii) above:
  - (I) until a replacement financial institution or institutions with the Account Bank Required Rating has been appointed by the Issuer and/or the Mortgages Trustee, as appropriate, and has entered into an agreement in form and substance similar to this Agreement, in respect of which the Issuer and/or the Mortgages Trustee, as appropriate, will use its reasonable endeavours to ensure that any such financial institution or institutions enters into such an agreement. For the avoidance of doubt, the Second Transaction Account Bank being replaced shall have no obligation to find a replacement institution; and
  - (II) if Virgin Money has, in its opinion formed on the basis of due consideration, confirmed in writing that the then current ratings of the Notes will be downgraded, qualified or withdrawn by the Rating Agencies as a result of such termination.
- (B) in the case of (iii) above, if any of the First Issuer Transaction Account or First Mortgages Trustee Transaction Account has ceased to operate for any reason, until a replacement financial institution or institutions with the Account Bank Required Rating has been appointed by the Issuer and/or the Mortgages Trustee, as appropriate, and has entered into an agreement in form and substance similar to this Agreement, in respect of which the Issuer and/or the Mortgages Trustee, as appropriate, will use its reasonable endeavours to ensure that any such financial institution or institutions enters into such an agreement. For the avoidance of doubt, the Second Transaction

Account Bank shall have no obligation to find a replacement institution.

If a successor has not been duly chosen by the Issuer Cash Manager, the Trust Property Cash Manager, Virgin Money, the Mortgages Trustee and the Issuer (as applicable) in accordance with this Clause and within a reasonable amount of time given the then circumstances, the Second Transaction Account Bank may themselves, following such consultation with the Issuer Cash Manager, the Trust Property Cash Manager, Virgin Money, the Mortgages Trustee and/or the Issuer (as applicable) as is practicable in the circumstances and with the prior written approval of the Security Trustee, appoint as its successor any reputable and experienced financial institution which has the Account Bank Required Rating. The Second Transaction Account Bank shall give notice of such appointment to the Issuer Cash Manager, the Trust Property Cash Manager, Virgin Money, the Mortgages Trustee and/or the Issuer (as applicable) and the Security Trustee, and such successor shall enter into an agreement on substantially the same terms and form as this Agreement.

- (b) In the event of such termination and cessation, the Second Transaction Account Bank shall assist the other parties to effect an orderly transition of the banking arrangements set out under this Agreement for a period of 30 calendar days (including paying to the order of the Issuer Cash Manager, the Trust Property Cash Manager, or Virgin Money as the case may be (or as required by the Security Trustee under the Deed of Charge) all amounts standing to the credit of the relevant Transaction Account with interest accrued to (but excluding) the date of actual payment).

### **Notice of Termination**

- 10.4 If the appointment of any Second Transaction Account Bank is terminated or a Second Transaction Account Bank resigns pursuant to this Clause 10 (*Termination*), the Issuer (or the Issuer Cash Manager on its behalf) in respect of the Second Issuer Account Bank or the Mortgages Trustee (or the Trust Property Cash Manager on its behalf) in respect of the Second Mortgages Trustee Account Bank, as the case may be, shall confirm in writing to the Administrator, the resignation or termination of the Second Transaction Account Bank.

### **11. FURTHER ASSURANCE**

The parties hereto agree that they will co-operate fully to do all such further acts and things and execute any further documents as may be necessary or desirable to give full effect to the arrangements contemplated by this Agreement.

### **12. FATCA INFORMATION**

- 12.1 The Issuer and the Mortgages Trustee (as applicable) agrees (in respect of itself) that it will:



- (a) provide the Second Transaction Account Bank with any documentation and other information reasonably requested by the Second Transaction Account Bank from time to time in order for it to comply with FATCA in relation to the Second Issuer Transaction Account or the Second Mortgages Trustee Transaction Account (*FATCA Information*) as soon as reasonably practicable upon request by the Second Transaction Account Bank; and
- (b) notify the Second Transaction Account Bank in writing within 30 days of becoming aware of any change to any FATCA Information that affects its tax status pursuant to FATCA.

### 13. CONFIDENTIALITY

13.1 Each party to this Agreement agrees at all times, up to and including the second anniversary of the Final Discharge Date, that it shall keep confidential and will not disclose to any person, firm or company whatsoever any information relating to the business, finances or other matters of a confidential nature of any party to the Transaction Documents, which it may have obtained as a result of the execution or performance of any Transaction Document, provided however that the provisions of this Clause 13 (*Confidentiality*) shall not apply:

- (a) to the disclosure of any information to the Security Trustee or the Note Trustee or to any other person who is a party to any of the Transaction Documents as expressly permitted by the Transaction Documents;
- (b) to the disclosure of any information by such party to any of its Affiliates **provided that**, before any such disclosure, the party shall make the relevant employees of the Affiliate aware of their obligations of confidentiality under the relevant Transaction Document and shall at all times procure compliance with such obligations by such employees;
- (c) to the disclosure of any information which is or becomes public knowledge otherwise than as a result of the wrongful conduct of the recipient;
- (d) to the extent that such disclosure is required pursuant to any law, regulation or order of any court or pursuant to any direction or requirement (whether or not having the force of law) of any central bank or any governmental or other relevant Authority including any stock exchange, industry guidelines or industry best practice adopted by issuers of residential mortgage backed securities;
- (e) to the disclosure of any information to professional advisers (including, without prejudice to the generality of the foregoing, consultants, auditors or lawyers) who receive the same under a duty of confidentiality;
- (f) to the disclosure of any information with the consent of the parties hereto;

- (g) to the disclosure to the Rating Agencies (or any of them) of such information as may be requested by any of them for the purposes of setting or reviewing the rating assigned to the Notes (or any of them) and the corresponding disclosure of such information to those persons who are entitled to view the 17g-5 Information Provider's Website;
- (h) to any disclosure for the purposes of collecting in or enforcing the Trust Property or any of it;
- (i) in the case of the Security Trustee or the Note Trustee, in connection with transferring or purporting to transfer its rights and obligations to a successor Security Trustee or Note Trustee, respectively;
- (j) to the extent that the recipient needs to disclose the same to any of the employees of the Seller, **provided that**, before any such disclosure the recipient procures the Seller to make the relevant employees of the Seller aware of its obligations of confidentiality under the relevant Transaction Document and shall at all times procure compliance with such obligations by such employees; and
- (k) to the extent that the recipient needs to disclose the same for the exercise, protection or enforcement of any of its rights under any of the Transaction Documents.

13.2 The Second Transaction Account Bank will treat information relating to or provided by the Issuer as confidential, but (unless consent is prohibited by law) the Issuer consents to the processing, transfer and disclosure by the Second Transaction Account Bank, in connection with the Second Transaction Account Bank's compliance with FATCA, of any information relating to or provided by the Issuer or the Mortgages Trustee (including banking secrets, personal data and other confidential information) to any BNP Paribas Organisation (the **Authorised Recipients**), for confidential use provided that the Second Transaction Account Bank has ensured or shall ensure that each such Authorised Recipient to which it provides such confidential information is aware that such information is confidential and should be treated accordingly. The Second Transaction Account Bank and any Authorised Recipient may also transfer and disclose any such information as is required or requested by, or to, any court, legal process, FATCA, or Authority, including an auditor of any party and including any payor or payee as required by FATCA, and may use (and its performance will be subject to the rules of) any communications, clearing or payment systems, intermediary bank or other system.

#### **14. COSTS OF THE SECOND TRANSACTION ACCOUNT BANK**

14.1 The Issuer agrees to pay in accordance with the relevant Priority of Payments, reasonable costs and any amounts in respect of Irrecoverable VAT thereon (including reasonable legal costs and expenses) of the Second Mortgages Trustee Account Bank in connection with the negotiation of this Agreement and the establishment of the Second Mortgages Trustee Transaction Account.

- 14.2 The Issuer agrees to pay, in accordance with the Issuer Pre-Acceleration Revenue Priority of Payments, the reasonable costs and any amounts in respect of Irrecoverable VAT thereon (including reasonable legal costs and expenses) of the Second Issuer Account Bank in connection with the negotiation of this Agreement and the establishment of the Second Issuer Transaction Account.
- 14.3 The Issuer shall pay to the Second Issuer Account Bank all properly incurred out-of-pocket expenses incurred by the Second Issuer Account Bank in performance of its role under this Agreement and/or any reasonably and properly incurred expenses of any transfers of all or part of any amounts including but not limited to charges imposed by any banks or other third parties in relation to any such transfer.
- 14.4 The Mortgages Trustee shall pay to the Second Mortgages Trustee Account Bank all properly incurred out-of-pocket expenses incurred by the Second Mortgages Trustee Account Bank in performance of its role under this Agreement and/or any reasonably and properly incurred expenses of any transfers of all or part of any amounts including but not limited to charges imposed by any banks or other third parties in relation to any such transfer.
- 14.5 Each Second Transaction Account Bank shall be under no obligation to act in accordance with this Agreement if it has reasonable grounds to believe that the Issuer or Mortgages Trustee (as applicable) will not have sufficient funds to reimburse properly incurred out-of-pocket expenses incurred by such Second Transaction Account Bank in performance of its role under this Agreement.

## **15. NOTICES**

- 15.1 The provisions of clause 22 (*Notices*) of the Deed of Charge shall apply to this Agreement as if set out in full, *mutatis mutandis*.
- 15.2 Notwithstanding the provisions of Clause 15.1 above, irrevocable instructions to a Second Transaction Account Bank to effect payment on any date will not be deemed to have been received unless and until actual receipt of such instructions in legible form by the Second Transaction Account Bank.
- 15.3 The Second Transaction Account Bank agrees that, upon receipt of any such payment instructions in an illegible form, it will immediately notify the party from whom such payment instructions were received.

## **16. WITHHOLDING**

- 16.1 The Second Transaction Account Bank shall make all payments under this Agreement in full without any deduction or withholding (whether in respect of set-off, counterclaim, duties, Taxes, charges or otherwise whatsoever) unless a deduction or withholding is required by FATCA or applicable law, in which event the Second Transaction Account Bank shall:
- (a) ensure that the deduction or withholding does not exceed the minimum amount legally required;

- (b) pay to the relevant taxation or other relevant Authority within the period for payment permitted by FATCA or relevant applicable law the full amount debited or withheld in accordance with FATCA or the relevant applicable law;
  - (c) furnish to the Mortgages Trustee (in the case of the Second Mortgages Trustee Account Bank) and to the Issuer (in the case of the Second Issuer Account Bank), (as the case may be) within the period for payment permitted by the relevant law, either:
    - (i) an official receipt of the relevant Authority involved in respect of all amounts so deducted or withheld; or
    - (ii) if such receipts are not issued by the relevant Authority concerned on payment to it of amounts so deducted or withheld, a certificate of deduction or equivalent evidence of the relevant deduction or withholding; and
  - (d)
    - (i) in the case of the Second Mortgages Trustee Account Bank, account to the Mortgages Trustee in full by credit to the Second Mortgages Trustee Transaction Account of an amount equal to the amount of any rebate, repayment or reimbursement of any deduction or withholding which the Second Mortgages Trustee Account Bank has made pursuant to this Clause 16 (*Withholding*) and which is subsequently received by the Second Mortgages Trustee Account Bank; and
    - (ii) in the case of the Second Issuer Account Bank, account to the Issuer in full by credit to the Second Issuer Transaction Account of an amount equal to the amount of any rebate, repayment or reimbursement of any deduction or withholding which the Second Issuer Account Bank has made pursuant to this Clause 16 (*Withholding*) and which is subsequently received by the Second Issuer Account Bank.
- 16.2 The Issuer acknowledges and agrees that the Second Transaction Account Bank may debit any amount available in any balance held for the Issuer and apply such amount in satisfaction of any deduction or withholding required by FATCA or applicable law (including any deduction or withholding required by FATCA that becomes payable with respect to any prior credit to the Issuer by the Second Transaction Account Bank).
- 16.3 If any Taxes become payable with respect to any prior credit to the Issuer by the Second Transaction Account Bank, the Issuer acknowledges that the Second Transaction Account Bank may debit any balance held for it in satisfaction of such prior Taxes. The Issuer shall remain liable for any deficiency and agrees that it shall pay any such deficiency upon notice from the Second Transaction Account Bank or any Authority. If any Taxes which are payable with respect to any prior credit to the Issuer by the Second Transaction Account Bank are paid by the Second Transaction Account Bank or any of its Affiliates, the Issuer agrees that it shall promptly reimburse the Second Transaction Account Bank for such payment to the extent not covered

by withholding from any payment or debited from any balance held for it. If the Second Transaction Account Bank is required to make a deduction or withholding referred to, it will not pay an additional amount in respect of that deduction or withholding to the Issuer.

## 17. LIABILITY

- 17.1 Notwithstanding any other provision of this Agreement, the Second Transaction Account Bank shall only be liable to the Mortgages Trustee, the Issuer, Virgin Money and/or the Security Trustee for any loss, liability, claim, action, damages or expenses arising directly from the performance of its obligations under this Agreement suffered by or occasioned to the Mortgages Trustee, the Issuer and/or the Security Trustee (the *Liabilities*) to the extent that they are caused by the gross negligence, fraud or wilful default by the officers, directors or employees of the Second Transaction Account Bank of its obligations under this Agreement or any other Transaction Document to which it is a party.
- 17.2 The liability of the Second Transaction Account Bank under this Agreement shall be limited to the amount of the Mortgages Trustee's, the Issuer's and/or Virgin Money's actual loss (such loss shall be determined as at the date of default of the Second Transaction Account Bank or, if later, the date on which the loss arises as a result of such default) but without reference to any special conditions or circumstances known to the Second Transaction Account Bank at the time of entering into the Agreement, or at the time of accepting any relevant instructions, which increase the amount of the loss. In no event shall the Second Transaction Account Bank be liable to any party to this Agreement in any event for any loss of business, goodwill, opportunity or profits or for any indirect, consequential, punitive or special loss or damage whether or not the Second Transaction Account Bank has been advised of the possibility of such loss or damages.
- 17.3 The Issuer and Mortgages Trustee agrees that the Second Transaction Account Bank shall not be under any duty to give any amounts held by it hereunder any greater degree of care than it gives to amounts held for their general banking customers.
- 17.4 The Second Transaction Account Bank may consult lawyers (or other reputable professional advisors) whose advice or services it considers necessary and rely upon any advice properly obtained from reputable advisers. The Second Transaction Account Bank shall notify, to the extent permissible to do so, the other parties to this Agreement of the adviser with which such advice is sought, the issue for which the advice was sought and the relevant advice received. The Second Transaction Account Bank shall be protected and incur no liability to the Issuer in respect of any action taken, or omitted, or permitted to be taken, or omitted, in accordance with such advice taken in accordance with this Clause 17.4.
- 17.5 Except to the extent required otherwise under any applicable law, the obligations and duties of the Second Transaction Account Bank are binding only on the Second Transaction Account Bank and are not obligations or

duties of any BNP Paribas Organisation and the rights of the Issuer with respect to the Second Transaction Account Bank extends only to the Second Transaction Account Bank and, except to the extent required under any applicable law, do not extend to any other BNP Paribas Organisation.

For the purpose of this Agreement, ***BNP Paribas Organisation*** means BNP Paribas Securities Services, London Branch, their branches, subsidiaries and Affiliates and anyone who succeeds them or to whom they assign their rights, or any branch of BNP Paribas Securities Services, London Branch other than BNP Paribas Securities Services, London Branch.

## **18. CONFLICT OF INTEREST**

The Second Transaction Account Bank, its officers, directors and employees may become the owner of, and/or acquire any interest in, the Notes with the same rights that it or he would have had if the Second Transaction Account Bank were not appointed under this Agreement, and may engage or be interested in any financial or other transaction with the Issuer, the Mortgages Trustee and Virgin Money and may act on, or as depositary, trustee or agent for, any committee or body of holders of Notes or other obligations of the Issuer, the Mortgages Trustee or Virgin Money as freely as if the Second Transaction Account Bank was not appointed under this Agreement. The Second Transaction Account Bank shall be entitled to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transaction without regard to the interests of the Issuer, the Mortgages Trustee or Virgin Money and notwithstanding that the same may be contrary or prejudicial to the interests of the Issuer and shall not be responsible for any loss or damage occasioned to the Issuer thereby and shall be entitled to retain and shall not be in any way liable to account for any profit made or share of brokerage or commission or remuneration or other amount or benefit received thereby or in connection therewith.

## **19. NO RESPONSIBILITY**

The Second Transaction Account Bank shall have no liability or responsibility, in the case of any default by the Issuer, the Mortgages Trustee or Virgin Money under any of the Transaction Documents.

## **20. MERGER**

Without prejudice to the provisions of this Agreement, any corporation into which the Second Transaction Account Bank may be merged or converted, or any corporation with which a Second Transaction Account Bank may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Second Transaction Account Bank shall be a party, or any corporation to which the Second Transaction Account Bank shall sell or otherwise transfer all or substantially all of its assets shall, on the date when the merger, conversion, consolidation or transfer becomes effective and to the extent permitted by any applicable laws, become the relevant successor Second Transaction Account Bank under this Agreement without the execution or filing of any paper or any further act on the part of the parties to

this Agreement unless otherwise required by Virgin Money, and after the said effective date all references in this Agreement to the Second Transaction Account Bank shall be deemed to be references to such successor corporation. Written notice of any such merger, conversion, consolidation or transfer shall immediately be given to Virgin Money by the Second Transaction Account Bank.

## **21. ENTIRE AGREEMENT**

21.1 Each party to this Agreement agrees that:

- (a) it has not entered into this Agreement in reliance upon any representation, warranty or undertaking of any other party which is not expressly set out or referred to in this Agreement; and
- (b) except in respect of an express representation or warranty under any of the Transaction Documents, it shall not have any claim or remedy (whether in equity, contract or tort, under the Misrepresentation Act 1967 or in any other way) in respect of any misrepresentation or breach of warranty by any other party or in respect of any untrue statement by any other party, regardless of whether such misrepresentation, breach or untrue statement was made, occurred or was given prior to the execution of any of the Transaction Documents.

21.2 This Clause 21 (*Entire Agreement*) shall not exclude any liability for fraudulent misrepresentation.

21.3 Nothing in this Clause shall have the effect of limiting or restricting any liability of a Transaction Party arising as a result of any wilful default, fraud, illegal dealing, gross negligence or breach of trust by such person.

## **22. OBLIGATIONS AS CORPORATE OBLIGATIONS**

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

## **23. CONFLICT OF LAW**

Notwithstanding anything else herein contained, the Second Transaction Account Bank may refrain without liability from doing anything that would or might in its opinion be contrary to any law of any state or jurisdiction (including but not limited to the United States of America or any jurisdiction forming a part of it and England & Wales) or any directive or regulation of any agency of any such state or jurisdiction and may without liability do anything which is, in its opinion, necessary to comply with any such law, directive or regulation.

## **24. CONTINUATION OF OBLIGATIONS**

Except to the extent that they have been performed and except where specifically provided otherwise, the warranties, representations, indemnities, and obligations contained in this Agreement remain in force after the date on which they were expressed to take effect until the Final Discharge Date.

## **25. AMENDMENTS**

No amendment or waiver of any provision of this Agreement nor consent to any departure by any of the parties therefrom shall in any event be effective unless the same shall be in writing and signed by each of the parties hereto. In the case of a waiver or consent, such waiver or consent shall be effective only in the specific instance and as against the party or parties giving it for the specific purpose for which it is given.

## **26. WAIVERS**

The respective rights of the parties hereto are cumulative and may be exercised as often as each considers appropriate and are in addition to their respective rights under the general law. No failure on the part of any party hereto to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The remedies in this Agreement are cumulative and not exclusive of any remedy provided by law.

## **27. ASSIGNMENT**

Subject as provided in or contemplated by Clause 9 (*Change of Second Transaction Account Bank*):

- (a) the Second Transaction Account Bank may not (i) in relation to its obligations and rights under this Agreement, operate through any branch other than the branch specified on page 1 of this Agreement and/or (ii) assign or transfer any of its rights or obligations hereunder without obtaining the prior written consent of the Issuer and the Security Trustee;
- (b) other than pursuant to the Deed of Charge, the Issuer may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Second Issuer Account Bank and the Security Trustee;
- (c) the Mortgages Trustee may not assign or transfer any of its rights or obligations hereunder without obtaining the written consent of the Second Mortgages Trustee Account Bank and the Security Trustee.

For the avoidance of doubt, neither this Clause 27 (*Assignment*) nor any other provision of this Agreement shall be without prejudice to any entitlement of the Beneficiaries under the operation of the law as generally applicable to trusts to join in calling for the transfer to them or vesting in them jointly (or at



their direction) of the legal estate in or full ownership of all or any part of the Trust Property.

## **28. THE SECURITY TRUSTEE**

The Security Trustee has agreed to become a party to this Agreement for the purpose of taking the benefit of, and assuming obligations under, the provisions of this Agreement expressly stated to be for the benefit of or to be assumed by the Security Trustee, for the avoidance of doubt, (including, all future rights and obligations created pursuant to this Agreement) and for the better preservation and enforcement of its rights and the rights of the Secured Creditors under the Deed of Charge and hereunder but shall have no responsibility for any of the obligations of nor assume any liabilities to, any other party to this Agreement. The parties to this Agreement acknowledge that the rights and obligations of the Security Trustee under this Agreement are governed by the Deed of Charge and the provisions for indemnifying the Security Trustee contained therein shall apply *mutatis mutandis* to this Agreement.

## **29. 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 shall not affect any right or remedy of a third party which exists or is available apart from that Act.

## **30. FORCE MAJEURE AND ILLEGALITY**

- 30.1 The Second Transaction Account Bank shall not be obliged to perform any of its obligations under this Agreement to the extent that, but only for so long as it is prevented from doing so, by any future law or regulation, any future act of governmental authority, fire, flood and other catastrophe, terrorist activity, act of god, war, riot, rebellion, civil commotion, strike, lockout, other industrial action, general failure of electricity or other supply, aircraft collision, accident or mechanical and electrical breakdown.
- 30.2 The Second Transaction Account Bank shall not be obliged to perform any of its obligations under this Agreement to the extent that, in the reasonable opinion of the Second Transaction Account Bank, (but only for so long as it is prevented from doing so), performance of such obligation would be illegal or would result in the Second Transaction Account Bank being in breach of English law or any rule, regulation, decree, order, award, decision or judgment of a relevant court, government agency, regulatory authority, stock exchange or self-regulatory organisation to which BNP Paribas Securities Services, London Branch is subject.
- 30.3 The Second Transaction Account Bank shall notify the Issuer (in the case of the Second Issuer Account Bank), or the Mortgages Trustee (in the case of the Second Mortgages Trustee Account Bank), as the case may be, if the Second Transaction Account Bank is unable to perform its obligations pursuant to Clause 30.1 or Clause 30.2, and it shall use all reasonable endeavours to

comply with its obligations as soon as it is reasonably practicable after the events specified in Clause 30.1 or Clause 30.2 above have ceased to apply.

### **31. SEVERABILITY**

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.

### **32. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by e-mail attachment or telecopy shall be an effective mode of delivery.

### **33. GOVERNING LAW**

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

### **34. JURISDICTION**

#### **Submission to Jurisdiction**

34.1 Each party agrees that the English courts (except if otherwise set out in this Agreement) shall have exclusive jurisdiction in relation to all disputes arising out of or in connection with this Agreement (including claims for set-off and counterclaims), including, without limitation, disputes arising out of or in connection with: (a) the creation, validity, effect, interpretation, performance or non-performance of, or the legal relationships established by, this Agreement; and (b) any non-contractual obligation arising out of or in connection with this Agreement. For such purposes each party irrevocably submits to the jurisdiction of the English courts and waives any objection to the exercise of such jurisdiction.

#### **Inconvenient Forum and Enforcement Abroad**

34.2 Each party:

- (a) waives any objection to the choice of or submission to the English courts on the grounds of inconvenient forum or otherwise as regards proceedings in connection with this Agreement or any non-contractual obligation arising out of or in connection with this Agreement; and
- (b) agrees that a judgment, declaration or order (whether interim or final) of an English court in connection with this Agreement or any non-contractual obligation arising out of or in connection with this

Agreement is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.

## Schedule 1

### Form of Second Issuer Transaction Account Mandate

Resolution of the board of directors of Gosforth Funding 2017-1 plc (the *Company*).

At a meeting of the board of directors of the Company held at Fifth Floor, 100 Wood Street, London EC2V 7EX on or about 15 September 2017:

#### IT WAS RESOLVED THAT:

1. The Second Issuer Transaction Account number , sort code in the name of the Company held with BNP Paribas Securities Services, London Branch, having its registered office at 3, Rue d'Antin, 75002, Paris, France, acting through its London branch at 10 Harewood Avenue, London NW1 6AA, (the *Bank*) (the *Second Issuer Transaction Account*) will be used as an account for the benefit of the Company.
2. The mandate given to the Bank by virtue of this document (the *Mandate*) is given on the basis that the Bank complies with the procedure set out in, and the terms of, this document.
3. Prior to receipt of a notice in writing from Citicorp Trustee Company Limited acting through its registered office at Citigroup Centre, 25 Canada Square, Canary Wharf London E14 5LB (the *Security Trustee*) to the contrary, in relation to the Second Issuer Transaction Account, the Bank is hereby authorised to honour and comply with all cheques, drafts, bills, payments by way of the Clearing House Automated Payment System, promissory notes, acceptances, negotiable instruments and orders expressed to be drawn, accepted, made or given and all directions given in writing or by way of agreed electronic payment systems by the Company or Virgin Money (the *Issuer Cash Manager*) in respect of the Issuer Transaction Account to the extent that compliance with the same should not result in a debit balance; (and subject to paragraph 7) **provided that**, (i) any such cheque, draft, bill, promissory note, acceptance, negotiable instrument, direction, order, instruction and/or endorsement is signed by two people whose names and/or signatures are set out in Schedule 1, as required by that Schedule; and (ii) any such electronic payment systems comply with the procedures of the relevant banking system. The Bank is hereby authorised to act on any information given by two Directors or by one Director and the Secretary of the Company regarding any changes to Schedule 1.
4. This Mandate is given on the basis that the Bank:
  - (a) acknowledges that, pursuant to a deed of charge to be entered into between, *inter alios*, the Company and the Security Trustee on or about the date of this Mandate (the *Deed of Charge*), the Company has assigned its interest in the Second Issuer Transaction Account to the Security Trustee by way of security;
  - (b) prior to the service of an Enforcement Notice, agrees to comply with the directions of the Company (or, pursuant to paragraph 8, of Issuer Cash Manager as its agent) in respect of the operation of the Second

Issuer Transaction Account and the Bank shall be entitled to rely on any such instructions reasonably purporting to have been given by or on behalf of the Company (or the Issuer Cash Manager) without enquiry; and

- (c) following service of an Enforcement Notice:
  - (i) agrees to comply with the directions of the Security Trustee expressed to be given by the Security Trustee pursuant to the Deed of Charge in respect of the operation of the Second Issuer Transaction Account and the Bank shall be entitled to rely on any such written direction reasonably purporting to have been given on behalf of the Security Trustee without enquiry; and
  - (ii) agrees that all rights, authority and power of the Company in respect of the operation of the Issuer Transaction Account shall be deemed terminated and of no further effect and the Bank agrees that it shall, following service of an Enforcement Notice, comply with the directions of the Security Trustee or any receiver appointed under the Deed of Charge in relation to the operation of the Second Issuer Transaction Account unless otherwise required by operation of law or by the order or direction of a competent Court or Tribunal.
- 5. Unless and until the Bank receives notice in writing from the Security Trustee to the contrary, the Bank is authorised to continue to operate the Second Issuer Transaction Account without regard to the security interests pursuant to the Deed of Charge.
- 6. At any time prior to the release by the Security Trustee of the Deed of Charge, the mandate given to the Bank by virtue of these resolutions shall remain in force, unless and until the Bank has received a notice of amendment from the Company.
- 7. These resolutions shall be communicated to the Bank and remain in force until an amendment resolution shall be passed by the board of directors and a copy thereof, certified by any two of the Directors and/or the Secretary, shall be received by the Bank.
- 8. The Company authorises the Issuer Cash Manager to instruct the Bank in relation to the Issuer Transaction Account and authorises the Bank to act on instructions reasonably purported to be given by the Issuer Cash Manager in the manner set forth in the Second Account Bank Agreement.

Capitalised terms in this document shall except where the context otherwise requires and save as otherwise defined herein bear the meanings ascribed to them in the Master Definitions and Construction Schedule signed by Clifford Chance LLP and Freshfields Bruckhaus Deringer LLP for the purposes of identification on or about the date of this document.

.....  
Authorised Signatory

### **Schedule 1 to the Issuer Transaction Account Mandate**

The following sets out the signatories for the Second Issuer Transaction Account, in accordance with paragraph 3 of the Issuer Transaction Account Mandate.

## Schedule 2

### Form of Second Mortgages Trustee Transaction Account Mandate

Resolution of the board of directors of Gosforth Mortgages Trustee 2017-1 Limited (the *Company* or the *Mortgages Trustee*)

At a meeting of the board of directors of the Company held at Fifth Floor, 100 Wood Street, London EC2V 7EX on 15 September 2017:

#### IT WAS RESOLVED THAT:

1. The Second Mortgages Trustee Transaction Account number \_\_\_\_\_, sort code \_\_\_\_\_, in the name of the Mortgages Trustee held with BNP Paribas Securities Services, London Branch having its registered office at 3, Rue d'Antin, 75002, Paris, France, acting through its London branch at 10 Harewood Avenue, London NW1 6AA, (the *Bank*) (the *Second Mortgages Trustee Transaction Account*) will be used as an account for the benefit of the Company, in its capacity as Mortgages Trustee.
2. The mandate given to the Bank by virtue of this document (the *Mandate*) is given on the basis that the Bank complies with the procedure set out in, and the terms of, this document.
3. In relation to the Second Mortgages Trustee Transaction Account, the Bank is hereby authorised to honour and comply with all cheques, drafts, bills, payments by way of the Clearing House Automated Payment System, promissory notes, acceptances, negotiable instruments and orders expressed to be drawn, accepted, made or given and all directions or instructions given in writing or by way of agreed electronic payment systems by the Company or Virgin Money (the *Trust Property Cash Manager*) in respect of the Second Mortgages Trustee Transaction Account to the extent that compliance with the same should not result in a debit balance; (and subject to paragraph 5) **provided that** (i) any such cheques, drafts, bills, promissory notes, acceptances, negotiable instruments, directions, orders or instructions, and/or endorsements are signed by any two people whose names and/or signatures are set out in Schedule 1, as required by that Schedule; and (ii) any such electronic payment systems comply with the procedures of the relevant banking system. The Bank is hereby authorised to act on any information given by two Directors or by one Director and the Secretary of the Mortgages Trustee regarding any changes to Schedule 1.
4. The mandate given to the Bank by virtue of these resolutions shall remain in force, unless and until the Bank has received a notice of amendment from the Mortgages Trustee.
5. These resolutions shall be communicated to the Bank and remain in force until an amendment resolution shall be passed by the Board of Directors and a copy thereof and of such consent, certified by any two of the Directors and/or the Secretary, shall be received by the Bank.
6. The Mortgages Trustee authorises the Trust Property Cash Manager under the Trust Property Cash Management Agreement to instruct the Bank in relation

to the Second Mortgages Trustee Transaction Account and authorises the Bank to act on instructions reasonably purported to be given by the Trust Property Cash Manager in the manner set forth in the Second Account Bank Agreement.

Capitalised terms in this document shall except where the context otherwise requires and save as otherwise defined herein bear the meanings ascribed to them in the Master Definitions and Construction Schedule signed by Clifford Chance LLP and Freshfields Bruckhaus Deringer LLP for the purposes of identification on or about the date of this document.

.....  
Authorised Signatory



### **Schedule 1 to the Mortgages Trustee Account Bank Mandate**

The following sets out the signatories for the Second Mortgages Trustee Transaction Account, in accordance with paragraph 3 of the Second Mortgages Trustee Account Bank Mandate.

### Schedule 3

#### Part A

#### Second Issuer Account Bank Representations and Warranties

The Second Issuer Account Bank represents and warrants that:

- 1.1 it is duly established under the laws of France;
- 1.2 this Agreement and the other Transaction Documents to which it is a party, have been duly authorised by the Second Issuer Account Bank and constitute valid, legally binding and enforceable obligations of the Second Issuer Account Bank;
- 1.3 all authorisations, consents and approvals required by the Second Issuer Account Bank in connection with:
  - (a) the execution of this Agreement; and
  - (b) the performance by the Second Issuer Account Bank of the obligations expressed to be undertaken by it under this Agreement,are in full force and effect;
- 1.4 it is an institution authorised to carry on banking business, including accepting deposits under the Financial Services and Markets Act 2000; and
- 1.5 it is a bank within the meaning of section 991 of the Income Tax Act 2007 and will be paying interest on the Issuer Transaction Account in the ordinary course of its business for the purposes of section 878 of the Income Tax Act 2007,

**provided that**, the Second Issuer Account Bank will incur no liability under this Agreement if any of the above representations and warranties become inaccurate or untrue as a result of the introduction of, change in, or change in the interpretation, administration or application of, any law or regulation, or any practice or concession of the HM Revenue & Customs occurring after the date of this Agreement.

**Part B**  
**Second Mortgages Trustee Account Bank Representations and Warranties**

The Second Mortgages Trustee Account Bank represents and warrants that:

- 1.1 it is duly established under the laws of France;
- 1.2 this Agreement and the other Transaction Documents to which it is a party have been duly authorised by the Second Mortgages Trustee Account Bank and constitute valid, legally binding and enforceable obligations of the Second Mortgages Trustee Account Bank;
- 1.3 all authorisations, consents and approvals required by the Second Mortgages Trustee Account Bank in connection with:
  - (a) the execution of this Agreement; and
  - (b) the performance by the Second Mortgages Trustee Account Bank of the obligations expressed to be undertaken by it under this Agreement,are in full force and effect;
- 1.4 it is an institution authorised to carry on banking business, including accepting deposits under the Financial Services and Markets Act 2000; and
- 1.5 it is a bank within the meaning of section 991 of the Income Tax Act 2007 and will be paying interest on the Mortgages Trustee Transaction Account in the ordinary course of its business for the purposes of section 878 of the Income Tax Act 2007,

**provided that**, the Second Mortgages Trustee Account Bank will incur no liability under this Agreement if any of the above representations and warranties become inaccurate or untrue as a result of the introduction of, change in, or change in the interpretation, administration or application of any law or regulation, or any practice or concession of the HM Revenue & Customs occurring after the date of this Agreement.

## **Part C**

### **Issuer Representations and Warranties**

The Issuer represents and warrants that:

- 1.1 it is duly incorporated under the laws of England and Wales;
- 1.2 it is not subject to any insolvency procedure;
- 1.3 it has the power to enter into and perform its obligations under this Agreement which constitutes its legally binding and enforceable obligations;
- 1.4 this Agreement and the underlying transaction to which it relates will not conflict in any material respect with:
  - (a) any applicable law or regulation or any official or judicial order or control;
  - (b) its constitutional documents; or
  - (c) any agreement to which it is a party or which is binding upon it or its assets;
- 1.5 neither it nor any of its assets enjoys a right of immunity from set off, proceedings or execution in respect of its obligations under this Agreement; and
- 1.6 all governmental and other consents and/or approvals that are required to have been obtained by it with respect to this Agreement or payments under it including but not limited to all exchange control approvals from a central bank or other similar authority, have been obtained and are in full force and effect and all conditions of any such consents and/or approvals have been (or as applicable will be) complied with.

**Part D**  
**Mortgages Trustee Representations and Warranties**

The Mortgages Trustee represents and warrants that:

- 1.1 it is duly incorporated under the laws of England and Wales;
- 1.2 it is not subject to any insolvency procedure;
- 1.3 it has the power to enter into and perform its obligations under this Agreement which constitutes its legally binding and enforceable obligations;
- 1.4 this Agreement and the underlying transaction to which it relates will not conflict in any material respect with:
  - (a) any applicable law or regulation or any official or judicial order or control;
  - (b) its constitutional documents; or
  - (c) any agreement to which it is a party or which is binding upon it or its assets;
- 1.5 neither it nor any of its assets enjoys a right of immunity from set off, proceedings or execution in respect of its obligations under this Agreement; and
- 1.6 all governmental and other consents and/or approvals that are required to have been obtained by it with respect to this Agreement or payments under it including but not limited to all exchange control approvals from a central bank or other similar authority, have been obtained and are in full force and effect and all conditions of any such consents and/or approvals have been (or as applicable will be) complied with.

**IN WITNESS WHEREOF** the parties have caused this Agreement to be executed the day and year first before written.

**Issuer**

**SIGNED** by )  
a duly authorised representative of )  
**GOSFORTH FUNDING** )  
**2017-1 PLC** )

Signature

**Mortgages Trustee**

**SIGNED** by )  
a duly authorised representative of )  
**GOSFORTH MORTGAGES** )  
**TRUSTEE 2017-1 LIMITED** )

Signature

**Issuer Cash Manager and Trust Property Cash Manager**

**SIGNED** by )  
a duly authorised signatory of )  
**VIRGIN MONEY PLC** )

Signature

**Second Issuer Account Bank and Second Mortgages Trustee Account Bank**

**SIGNED** by )  
a duly authorised signatory of )  
**BNP PARIBAS SECURITIES** )  
**SERVICES, LONDON BRANCH** )

Signature

**Security Trustee**

**SIGNED** by )  
a duly authorised attorney of )  
**CITICORP TRUSTEE** )  
**COMPANY LIMITED** )

Signature