

ANNEX FOR LOAN TRANSACTIONS: ASSIGNMENT

1. APPLICATION

1.1 This document (this *Annex*) applies where the Agent has agreed that Collateral for a Loan Transaction (which term shall, for the purposes of this Annex, include Transactions in respect of which the Agent has agreed that the collateral may comprise Loans that are residential or commercial mortgage loans or Regulated Agreements) may comprise or include Eligible Loans (which term shall, for the purposes of this Annex, include Eligible Loans that are residential or commercial mortgage loans or Regulated Agreements) and requires such collateral to be provided by way of assignment.

1.2 This Annex forms part of, and amends and supplements, any Applicable Terms and Conditions as varied by this Annex. In the event of any inconsistency between this Annex and the Applicable Terms and Conditions, the terms of this Annex shall prevail.

1.3 BEAPFF (through the Agent) and the Participant agree that BEAPFF's operations under the Term Funding Scheme is an Applicable Facility for the purposes of this Annex.

1.4 The Bank enters into this Annex on its own behalf, and as Agent.

2. INTERPRETATION

In this Annex references to paragraphs, Clauses and Schedules are to paragraphs, Clauses and Schedules of this Annex.

3. AGREEMENT FOR ASSIGNMENT, ASSIGNATION OR TRANSFER OF LOANS

3.1 Subject to the Applicable Terms and Conditions, the Participant agrees to assign to BEAPFF on the applicable Transfer Date each of the Loans and its Related Security comprised in a Loan Portfolio.

3.2 It shall be a term of any Loan Transaction that the Participant with full title guarantee shall assign to BEAPFF on the Transfer Date:

- (a) (subject to the subsisting rights of redemption of Borrowers) all right, title, interest and benefit of the Participant (both present and future) in, to and under the relevant Loans and their Related Security (excluding the Scottish Mortgages and their Related Security) including for the avoidance of doubt as at the Transfer Date:
 - (i) all sums of principal, interest and any other sum payable under such Loans on or after or in respect of any period on or after the Transfer Date, all sums of principal, interest and other sums payable (but not paid before the Transfer Date) in respect of any period before the Transfer Date and the right to demand, sue for, recover, receive and give receipts for all such sums;
 - (ii) the benefit of all security (excluding the Scottish Mortgages and their Related Security) for such principal moneys and interest and other sums payable, the benefit of all consents to mortgage signed by occupiers of the relevant Mortgaged Properties (excluding the Scottish Mortgages and their Related Security), the benefit of all rights under Family Law Act 1996 documentation and the benefit of and the right to sue on all covenants and undertakings in favour of the Participant in each such Loan and any Loan Guarantee (excluding any Loan Guarantee in relation to Scottish Loans) in respect of

such Loan and the right to exercise all powers of the Participant in relation to each such Loan;

- (iii) all the estate and interest in the relevant Mortgaged Properties (excluding any Scottish Property) in favour of the Participant subject to redemption or cesser;
 - (iv) to the extent that they are assignable all causes and rights of action in favour of the Participant against any person in connection with any report, valuation, opinion, certificate, consent or other statement of fact or opinion given in connection with any such Loans or received by the Participant in connection with the origination of any such Loan; and
 - (v) all proceeds from the enforcement of such Loans and their Related Security; and
- (b) all right, title, interest and benefit in favour of the Participant (both present and future) in the Insurance Contracts (including the right to receive the proceeds of any claims, including any Criminal Damage Claims) in so far as they relate to such Loans.

3.3 It shall be a term of any Loan Transaction relating to a Scottish Loan, that the Participant shall on the Transfer Date:

- (a) enter into and deliver to the Agent (or its solicitors) a fully executed Scottish Declaration of Trust substantially in the form set out in Schedule 4B (Scottish Declaration of Trust) declaring a trust over the Scottish Loans, the related Scottish Mortgages and their Related Security including any Loan Guarantees in relation thereto and undertaking to take such further action as may be required to perfect the trust created or intended to be created thereunder;
- (b) (with respect to Scottish Mortgages) enter into and deliver to the Agent (or its solicitors) a fully executed Scottish Transfer substantially in the form set out in Schedule 4A Part A (Form of Transfer (Land Register-Scotland)) in the case of Scottish Mortgages registered (or subject to an application for registration) in the Land Register of Scotland, or substantially in the form set out in Schedule 4A Part B (Form of Transfer (Sasine Register-Scotland)) in the case of Scottish Mortgages recorded (or subject to an application for recording) in the General Register of Sasines assigning the relevant Participant's whole interest in the Scottish Mortgages in favour of BEAPFF. The Agent acknowledges that such Scottish Transfers will be held by it (or its solicitors) as undelivered, pending the occurrence of an Event of Default whereupon such Scottish Transfers will be treated as fully and unconditionally delivered to BEAPFF. The Agent may immediately thereafter register such Scottish Transfers at the relevant Land Registry; and
- (c) (with respect to Scottish Loans that are not Scottish Mortgages) enter into and deliver to the Agent (or its solicitors) a fully executed Scottish assignment substantially in the form set out in Schedule 4B – Part D (Form of Scottish Assignment – Scottish Loans) (a *Scottish Assignment*) assigning the relevant Participant's whole interest in the Scottish Loans and their Related Security in favour of BEAPFF. The Agent acknowledges that such Scottish Assignations will be held by it (or its solicitors) as undelivered, pending the occurrence of an Event of Default whereupon such Scottish Assignations will be treated as fully and unconditionally delivered to BEAPFF.

3.4 The Participant, the Agent and BEAPFF agree that the consideration given for any transfer of Eligible Loans or Equivalent Collateral under the Applicable Terms and Conditions and this Annex is given in respect of the transfer of all rights and title comprised in the Eligible Loans and Equivalent Collateral and relevant Related Security, other than any interest in (or rights to the transfer of) shares in a company, to which no consideration is allocated.

4. ELIGIBILITY; INITIATION OF LOAN TRANSACTIONS

Eligibility

4.1 A Participant may not provide Collateral in the form of Loans unless it shall have delivered to the Agent, duly executed by the parties thereto (other than by or on behalf of BEAPFF, which shall, where relevant, thereupon duly execute or where otherwise stated) in accordance with the Applicable Operating Procedures:

- (a) details of one or more Provisional Portfolios, which have been agreed with the Agent, including a list of the Loans in each Provisional Portfolio, in the form and containing the details required by the Agent;
- (b) an original power of attorney substantially in the form set out in Schedule 2 (Form of Power of Attorney);
- (c) forms of Scottish Declaration of Trust, Scottish Transfers and/or Scottish Assignations (as applicable) described in paragraph 3.3 (in each case, unexecuted);
- (d) a legal opinion in form and substance satisfactory to the Agent in respect of each relevant jurisdiction;
- (e) an audit report and a legal due diligence report in respect of each relevant jurisdiction on the Provisional Portfolio, each in form and substance satisfactory to the Agent; and
- (f) such other documentation as the Agent may require.

4.2 The Participant shall arrange for the information provided under paragraph 4.1 to be updated on a monthly basis (in respect of paragraph 4.1(a)) and at such other times as the Agent may require (in respect of paragraphs 4.1(b) to 4.1(f)).

Initiation of Loan Transactions

4.3 Where:

- (a) the Participant wishes to provide Collateral for the purposes of an Applicable Facility; or
- (b) the Agent has served notice under an Applicable Facility requiring the Participant to transfer Eligible Loans in accordance with the Applicable Terms and Conditions,

then, the Participant may, subject to satisfaction (or waiver by the Agent) of any relevant conditions precedent specified in this Annex or the Applicable Terms and Conditions, notify the Agent that it wishes to assign or transfer one or more Loan Portfolios as Collateral. The Participant shall specify in writing the Loan Portfolio or Loan Portfolios to be assigned or transferred to BEAPFF. If the Agent agrees to such assignment, assignation or transfer it

shall counter-sign the Participant's notice. On the date of such counter-signature (the **Transfer Date**), the Participant with full title guarantee assigns to BEAPFF immediately upon and by virtue of such counter-signature:

- (a) the beneficial interest in the Loans;
- (b) the beneficial interest in the Related Security relating to the Loans; and
- (c) the beneficial interest in any Insurance Contract, any Loan Guarantee and any other right, title, interest and benefit of the Participant referred to in paragraph 3.2,

except to the extent that they have been assigned on a previous Transfer Date and have not been re-assigned.

4.4 The Participant shall take such action as the Agent may require to ensure that the respective interests of BEAPFF are noted by the relevant insurers in relation to each Insurance Contract relating to the Loans that have been assigned.

4.5 With effect from the assignment of the beneficial interest in the Related Security relating to the Loans in accordance with paragraph 4.3 and until re-assignment of the Related Security or such other time as the Agent may determine, the Participant shall hold to BEAPFF's order (or the Agent's order on behalf of BEAPFF) the deeds and documents constituting the Title Deeds and the Loan Files and all other certificates, notices, policies, endorsements and other matters necessary to establish title thereto which it may now or in the future have in its possession (as applicable) and which relate to the Loans assigned to BEAPFF on the Transfer Date or ensure that such deeds and documents are held to BEAPFF's order (or the Agent's order on behalf of BEAPFF).

4.6 With effect from the Transfer Date and until re-assignment of the relevant Loans or such other time as the Agent may determine, the Participant will account to the Agent for all Income received by the Participant on or after the Transfer Date which belongs to BEAPFF (but excluding any fees, charges and expenses which are payable to the Administrator for its own account) under or in respect of the Loans in accordance with the Applicable Terms and Conditions and the Participant will hold the same on trust for BEAPFF and such amounts will be paid to BEAPFF in accordance with the Applicable Operating Procedures or otherwise at the Agent's direction.

4.7 Where Income is paid in respect of any Loan Collateral which has been transferred to BEAPFF in respect of which Equivalent Collateral has not been transferred, where:

- (a) the relevant Income has been received and is being held on trust in accordance with paragraph 4.6;
- (b) no Event of Default or Potential Event of Default shall have occurred and be continuing with respect to the Participant; and
- (c) no obligation owed by the Participant to the Agent, the Bank or BEAPFF under the Applicable Terms and Conditions is outstanding,

then, subject to paragraph 4.8, BEAPFF shall, normally on the date it receives such Income from the Borrower (or would have received such income if BEAPFF continued to hold the loan in question), pay to the Participant an amount equal to and in the same currency as the net amount received (or which would have been received), after any withholding or deduction for or on account of taxes or duties.

4.8 The amount payable by BEAPFF under paragraph 4.7 in respect of the relevant Loans shall be offset against the relevant Income in respect of which the Participant is required to account to the Agent under paragraph 4.6 and such amount shall thereby be released from the trust established under paragraph 4.6.

5. ADMINISTRATION

5.1 The Agent appoints the Participant (and the Participant agrees to act) as BEAPFF's sole and exclusive Administrator on the terms set out in Schedule 3.

5.2 The Administrator may delegate any of the administration services set out in Schedule 3 to a third party; provided that it shall have given to the Agent prior notification of that delegation (including the identity of the delegate and such other details as the Agent may require) and provided further that the Administrator shall remain responsible for the provision of the administration services. The Participant shall, as soon as practicable after the Transfer Date, supply to the Agent copies of all the Participant's policies and procedures relating to the Loans and shall give copies of any material amendments made prior to any legal transfer of the Loans to those policies and procedures to the Agent on a regular basis.

5.3 The Agent may terminate the appointment of the Participant as Administrator at any time:

- (a) after the occurrence of an Event of Default; or
- (b) if the Participant fails to provide the administration services in accordance with Schedule 3 and the Agent considers it necessary to terminate the appointment to protect its interests.

5.4 Following such termination, the Participant undertakes to co-operate with and provide at its own expense all assistance that the Agent may require to ensure an orderly transfer of administration functions to any replacement Administrator. The Participant agrees to pay or reimburse to BEAPFF and the Agent all of their costs and expenses (including legal expenses) together with any value added tax thereon in connection with the termination of the Participant's appointment as Administrator and the appointment of any replacement Administrator.

6. TERMINATION OF LOAN TRANSACTIONS

6.1 Where the Participant has served notice under the Applicable Terms and Conditions requiring BEAPFF (or the Agent on behalf of BEAPFF) to transfer to it Equivalent Collateral the Agent may, in circumstances where the Participant has assigned Eligible Loans which have not been re-assigned and, subject to paragraph 6.3, transfer Equivalent Collateral comprising (in whole or in part) Equivalent Loan Collateral.

6.2 Where paragraph 6.1 applies and subject to paragraph 6.3, BEAPFF may re-assign to the Participant (and the Participant shall then accept such a re-assignment of) its Assigned Rights in relation to such Eligible Loans. The Agent shall notify the Participant of such re-assignment which shall occur upon and by virtue of such notification. BEAPFF (or the Agent on behalf of BEAPFF) shall not be required to re-assign Equivalent Loan Collateral to the Participant under this paragraph 6.2 at any time and, in any event, the Participant acknowledges that BEAPFF may not re-assign Equivalent Loan Collateral to the Participant at any time where BEAPFF has at that time, or would have as a result of such re-assignment, an Applicable Relevant Exposure (or any other exposure to the Participant howsoever defined) under any other Applicable Facility.

6.3 BEAPFF may, instead of re-assigning to the Participant its Assigned Rights under paragraph 6.2, pay to the Participant an amount in cash equal to the Value of the Eligible Loans determined by the Agent in a commercially reasonable manner. Such payment shall discharge in full BEAPFF's obligations under paragraph 6.2 in respect of the Assigned Rights. If the Agent elects to make such payment it shall notify the Participant accordingly.

6.4 Any reference in this Annex to "re-assign", "reassignment", "re-assigning" or "re-assignable" shall, in the context of any Scottish Property, Scottish Loans, Scottish Mortgages or Related Security, be construed to mean:

- (a) termination of the Scottish Declaration of Trust in respect of such Scottish Property, Scottish Loans, Scottish Mortgages or their Related Security in accordance with the terms of such Scottish Declaration of Trust; and
- (b) delivery by BEAPFF (or the Agent on behalf of BEAPFF) of the relevant Scottish Transfers and/or Scottish Assignations (as applicable) in relation to such Scottish Mortgages, Scottish Loans or Related Security which are to be re-assigned or re-transferred.

7. FURTHER ASSURANCE

7.1 If an Event of Default occurs and the Agent so requests, then, without prejudice to BEAPFF's rights under the Applicable Terms and Conditions following the occurrence of an Event of Default or Default Termination, the Participant shall in relation to all Loans then in the Loan Portfolio promptly:

- (a) deliver to the Agent all Title Deeds;
- (b) give formal notice of the transfers to the relevant Borrowers, the relevant guarantors under any Loan Guarantee (save for any Loan Guarantee governed by Scots law), the relevant insurers under any Insurance Contract (save for any Insurance Contract governed by Scots law) and any other persons (all such notices being in such form or forms as may be required by the Agent);
- (c) enter into an assignment of any Insurance Contracts governed by Scots law (including the right to receive the proceeds of any claims) in so far as they relate to such Loans and give formal notice thereunder to the relevant insurers;
- (d) deliver transfers of the Mortgages (excluding any Scottish Mortgages) in the form set out in Schedule 4 (Form of Transfer) or Schedule 4C (Part A) (Form of Northern Irish Transfer - Registered Land) or (Part B) (Form of Northern Irish Transfer - Unregistered Land), as appropriate, and release the Agent (or its solicitors) from having to hold the Scottish Transfers as undelivered and enter into such further Scottish Transfers as may be required by the Agent to effect the transfer of the Scottish Mortgages;
- (e) in the case of any Loan Guarantees governed by Scots law, assign the Participant's interest in such Loan Guarantees and procure the intimation of such assignment to the relevant guarantor under such Loan Guarantees relating to any relevant Loan, in the form of the Assignment of Loan Guarantee set out in Schedule 5 (Assignment of Scottish Loan Guarantee); and
- (f) deliver transfers or assignments of any other Related Security assigned to BEAPFF in such form as the Agent may require and, where applicable, release the Agent (or its

solicitors) from having to hold the Scottish Assignations as undelivered and enter into such further Scottish Assignations as may be required by the Agent to effect the transfer of the Scottish Loans.

7.2 The Agent may require that the form of any transfer or assignment referred to in paragraph 7.1 be changed at any time to reflect changes in law or relevant registry practice or requirements.

7.3 The Agent may, following an Event of Default, register any transfer of the legal title to a Mortgage at the relevant Land Registry at any time after receipt (or execution by the Agent on behalf of BEAPFF) of the same.

7.4 The Participant undertakes to BEAPFF that, for so long as BEAPFF has not obtained legal title to the Loans, the Participant will promptly when required by the Agent, lend its name to, and take such other steps as may be required by the Agent in relation to, any legal proceedings in respect of the Loans and their Related Security.

7.5 The Participant will co-operate fully with the Agent and BEAPFF promptly to do all such further acts and things and execute any further documents that may be necessary or desirable to give full effect to the transactions contemplated by this Annex (but subject always to the other provisions of this paragraph 7).

8. REPRESENTATIONS AND WARRANTIES AND LOAN REPRESENTATIONS AND WARRANTIES

8.1 The Participant represents and warrants to each of the Agent and BEAPFF on a continuing basis that:

- (a) the execution, delivery and performance of this Annex and each Loan Transaction will not breach (including, without limitation, breach any negative pledge) or conflict with any instrument or agreement by which it is bound;
- (b) at the time of assignment to BEAPFF of the beneficial interest in any Loan and its Related Security, it will have the full and unqualified right to make such assignment and that upon such assignment and transfer BEAPFF will receive the same free and clear of any lien, claim, charge or encumbrance; and
- (c) at the time of any re-assignment to the Participant of any Loan and its Related Security it will have the full and unqualified right to acquire such Loan and its Related Security.

8.2 The Participant represents and warrants to the Agent and BEAPFF in relation to each Loan and its Related Security, in the form of the representations and warranties set out in Schedule 6 (Loan Representations and Warranties) as at Transfer Date on which the Loan Portfolio which includes such Loan is assigned to BEAPFF.

8.3 The Participant acknowledges that the representations and warranties set out in paragraph 8.1 and the Loan Warranties are made with a view to inducing the Agent and BEAPFF to enter into Loan Transactions and that the Agent and BEAPFF will enter into Loan Transactions, among other things, in reliance thereon and will rely upon such representations and warranties notwithstanding any information possessed or discoverable by it.

8.4 In respect of any actual or alleged breach of any Loan Warranty the Participant shall:

- (a) notify the Agent of any actual or alleged breach of a Loan Warranty as soon as it becomes aware of such breach which could have a material adverse effect on any Loan or its Related Security or which could have an effect on a significant proportion of the Loans or their Related Security;
- (b) notify the Agent as soon as reasonably practicable following any claim or intimation of claim by any person of or arising from such actual or alleged breach, or arising from any dispute in relation to the Loans or their Related Security which could have a material adverse effect on any Loan or its Related Security or which could have an effect on a significant proportion of the Loans or their Related Security, and thereafter keep the Agent informed in relation to such claim or intimation; and
- (c) indemnify each of BEAPFF and the Agent and hold them harmless in respect of all losses, costs and expenses suffered or incurred by each of BEAPFF and the Agent in connection with any such breach.

8.5 For the purposes of the Events of Default, a Loan Warranty shall be incorrect in a material respect only if, in the Agent's opinion, such incorrectness could have a material adverse effect on a significant proportion of Loans or their Related Security.

8.6 At any time the Agent shall be entitled to request from the Participant a certificate of compliance with regards to the Participant's obligations hereunder.

8.7 The Participant shall notify the Agent as soon as it becomes aware of the breach of any of its obligations hereunder and shall provide the Agent with such information relating to the breach as the Agent shall require. The Agent shall, in the absence of receipt of any such notice, be entitled to assume that the Participant is complying with such obligations.

8.8 BEAPFF represents and warrants to the Participant that at the time of the re-assignment to the Participant of any Loan and its Related Security it will have the full and unqualified right to make such re-assignment and that upon such re-assignment the Participant will receive the same free and clear of any lien, claim, charge or encumbrance.

9. DATA PROTECTION

9.1 Each party shall comply with the notification requirements under the Data Protection Act 1998 and the data protection principles specified in that act, and any equivalent or similar legislation, rules, regulations or principles applicable in any other jurisdiction, to the extent that such party receives any personal data in respect of the Loans and their Related Security.

9.2 For such time as the Participant remains the data controller (as that term is defined in the Data Protection Act 1998) in respect of personal data relating to the Loans and Borrowers that are provided to it, the Agent shall, in respect of all such personal data that it receives in connection with any Loan Transaction:

- (a) process that personal data only for the purposes of fulfilling its obligations in respect of any Loan Transaction and in accordance with the reasonable instructions of the Participant and shall ensure that appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data;
- (b) from time to time comply with any reasonable request made by the Participant to ensure compliance with the measures mentioned in (a); and

- (c) take the measures mentioned in (a) and (b), having regard to the state of technological development and the cost of implementing the measures, so as to ensure a level of security appropriate to: (i) the harm that may result from breach of those measures; and (ii) the nature of the personal data to be protected.

10. COUNTERPARTS

10.1 This Deed 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 Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

IN WITNESS whereof the Participant has caused this Annex to be executed and delivered as a Deed on the date which appears below.

EXECUTED and DELIVERED)
 as a **DEED** by []¹) Director
 acting by two directors/a)
 director and the secretary:)
 on)
 Director/Secretary

For and on behalf of)
 the **GOVERNOR AND COMPANY**)
 of the **BANK OF ENGLAND** as agent for)
BANK OF ENGLAND ASSET)
PURCHASE FACILITY FUND LIMITED) Authorised Signatory

Dated:

¹ Insert name of Participant

SCHEDULE 1

GLOSSARY

In this Annex:

- (a) capitalised terms not otherwise defined in the Annex shall have the same meanings given to them in the Applicable Terms and Conditions; and
- (b) the following words and expressions shall have the following meanings:

Administrator means, with respect to any Loan Collateral, the Participant or any other person appointed by the Agent or BEAPFF to act as administrator of those Loans;

Agent means the Bank in its capacity as agent of BEAPFF;

Applicable Facility means any facility or scheme which BEAPFF has made available to the Participant pursuant to which the Agent has agreed that the Participant may provide Loan Collateral for the purposes of that facility or scheme;

Applicable Operating Procedures means, with respect to any Applicable Facility, the procedures published by the Bank relating to that Applicable Facility;

Applicable Relevant Exposure has the meaning given to the term “Relevant Exposure” in the Applicable Terms and Conditions or as otherwise provided for in the Applicable Operating Procedures;

Applicable Terms and Conditions means any terms and conditions of any Applicable Facility;

Assigned Rights means with respect to any Loan Collateral, all estates, rights, title, interest and benefit of BEAPFF in and to the relevant Loan and any Related Security, which have been assigned to BEAPFF under or pursuant to the Applicable Terms and Conditions and this Annex;

Bank means The Governor and Company of the Bank of England;

BEAPFF means Bank of England Asset Purchase Facility Fund Limited;

Borrower means, with respect to any Loan Collateral, the persons named and defined as borrower under the relevant Loan or such other person or persons (other than a guarantor) who shall become legally obliged to comply with such Borrower’s obligations under the related Loan;

CCA means the Consumer Credit Act 1974;

Certificate of Title means any certificate of title or other report on title prepared with respect to any Mortgaged Properties which is addressed to the Participant or of which the Participant receives the benefit;

Collateral means Collateral Securities or Loan Collateral;

Collateral Securities means Eligible Collateral Securities that have been transferred to BEAPFF in respect of which Equivalent Collateral Securities have not been transferred by BEAPFF;

Covered Agreement means any agreement, deposit made by the Participant with BEAPFF, payment arrangement or obligation (other than the then Applicable Terms and Conditions) between BEAPFF and the Participant;

Criminal Damage Claims means a claim made under the Criminal Damage Order in relation to damage caused to Northern Irish Property;

Criminal Damage Order means the Criminal Damage (Compensation) (Northern Ireland) Order 1977 (or any statutory successor scheme for the compensation of criminal damage to property for the time being in force);

Default Termination means, in respect of any Applicable Terms and Conditions or a Covered Agreement, the termination of all outstanding transactions or acceleration of all outstanding deposits (other than any transaction or deposit which the Agent has excluded from such termination or acceleration in accordance with the Applicable Terms and Conditions or any Designated Agreement) following the occurrence of an Event of Default of an event of default howsoever described under that Covered Agreement;

Designated Agreement means those Covered Agreements as the Agent declares are subject to a Default Termination pursuant to the Applicable Terms and Conditions;

Eligible Collateral means collateral of a type that is for the time being specified in the Applicable Operating Procedures or otherwise specified by the Agent as being eligible as collateral in respect of the Applicable Relevant Exposure and which is otherwise acceptable to the Agent;

Eligible Collateral Securities means Eligible Collateral in the form of securities;

Eligible Loans means Eligible Collateral in the form of loans;

Equivalent Collateral means Equivalent Collateral Securities or Equivalent Loan Collateral and references to the transfer of Equivalent Collateral with respect to any Loans shall be construed as the re-assignment of Assigned Rights in respect of those Loans;

Equivalent Collateral Securities means securities equivalent to Collateral Securities;

Equivalent Loan Collateral means loans equivalent to Loan Collateral;

Event of Default has the meaning given to such term in the Applicable Terms and Conditions;

Income means, with respect to any Collateral, at any time, any interest, dividend or other distribution on such securities (but excluding distributions which are a payment or repayment of capital in respect of such securities) and with respect to any Loan Collateral any interest and principal paid, repaid or prepaid and any other sums received by the Participant including without limitation any sums received from any Borrower or any insurer or guarantor under any Insurance Contract or Loan Guarantee;

Insurance Contract means, with respect to any Loan, all insurance contracts or policies arranged by the Participant from time to time relating to that Loan;

Land Registry means, as the context requires, the Land Registry in England and Wales, the Land Register in Scotland, the General Register of Sasines, the Land Registry of Northern Ireland and/or the Registry of Deeds of Northern Ireland and relevant Land Registry shall be construed accordingly;

Lending Criteria means, with respect to Loan Collateral, the lending criteria of the Originator from time to time;

Loan Account means as the context requires (i) all Loans secured on the same Mortgaged Property and thereby forming a single mortgage account; or (ii) an account maintained by the Participant in respect of a particular Loan to record all amounts due in respect of that Loan (whether by way of principal, interest or otherwise) and all amounts received in respect thereof;

Loan Agreement means, in relation to any Loan, the agreement, any Loan Conditions, facility letter or accepted formal loan offer pursuant to which the moneys were advanced to the Borrower (as varied from time to time in accordance with its applicable terms and conditions);

Loan Collateral means Loans assigned (or, if applicable, Loans over which a trust has been declared) by the Participant to BEAPFF as Collateral under the Applicable Terms and Conditions and this Annex and in respect of which Equivalent Loan Collateral has not been transferred by BEAPFF;

Loan Conditions means, in relation to any Loan, the conditions applicable to that loan (including without limitation any set out in the relevant formal loan offer letter to the Borrower);

Loan Files means, in relation to each Loan, the file or files (including files kept in microfiche format or similar electronic data retrieval system) containing correspondence between the Borrower and the Participant and including any standard documentation applicable to that Loan, each letter of offer in respect of such Loan and other relevant documents;

Loan Guarantee means each guarantee in support of the obligations of a Borrower under a Loan;

Loan Interest Rate means the rate at which interest accrues on a Loan from time to time;

Loan Portfolio means the portfolio of Loans and Related Security selected from the Provisional Portfolio and beneficially assigned (or in the case of any Scottish Loans, a trust has been declared over such Scottish Loans) to BEAPFF;

Loans means, with respect to any Loan Collateral, the loans that form part of the Loan Portfolio and are or are to be beneficially assigned to BEAPFF (or in the case of any Scottish Loans, a trust has or will be declared over such Scottish Loans) or transferred to BEAPFF in such other manner as the Agent may agree, which have been selected from the Provisional Portfolio, a list of which will be provided by the Participant and, where the context permits, includes the Related Security (each a **Loan**);

Loan Transaction means a transaction between BEAPFF and the Participant under an Applicable Facility on the terms and subject to the conditions of the Applicable Terms and Conditions in respect of which the Agent has agreed that collateral may comprise or include Loans;

Loan Warranties means the Participant's representations and warranties relating to Loans as set out in this Annex;

Mortgage means for any Loan that is a mortgage loan, as the context requires, the first priority legal charge over freehold or leasehold Mortgaged Properties located in England and Wales, a Standard Security over Scottish Property, or a first priority mortgage by way of demise or sub-demise or a first priority legal charge over Northern Irish Property;

Mortgaged Properties means the residential or commercial properties which are security for any Loans which are mortgage loans as they are described in the list of Loans provided by the Participant and **Mortgaged Property** means any of the Mortgaged Properties;

Northern Irish Mortgage means a Mortgage secured over a Northern Irish Property;

Northern Irish Mortgage Loan means a Loan secured by a Northern Irish Mortgage;

Northern Irish Property means, in relation to a Northern Irish Mortgage Loan and its related Northern Irish Mortgage, the freehold, fee farm grant or leasehold property in Northern Ireland mortgaged or charged as security for repayment of such Northern Irish Mortgage Loan;

Originator means, with respect to any Loan, the Participant or, where appropriate, the third party lender of that Loan;

Participant means a person to whom the Agent has agreed that BEAPFF will make available any facility or scheme pursuant to which the Agent has agreed that the Participant may provide Loan Collateral for the purposes of that facility or scheme;

Party means the Agent, the Bank, BEAPFF or the Participant;

Potential Event of Default means any event or circumstance specified in the Applicable Terms and Conditions which would (with the expiry of a grace period, the giving of notice, the making of any determination or any combination of the foregoing) be an Event of Default;

Property Deeds means title deeds in respect of a Mortgaged Property (other than those the subject of any dematerialisation of deeds programme where the deeds have been electronically stored);

Provisional Portfolio means a portfolio of Loans and Related Security from which a Loan Portfolio will be selected;

Regulated Agreement means a Loan which is regulated in whole or in part pursuant to the CCA;

Related Security means the security for repayment of Loan Collateral including any relevant Mortgage and all other matters applicable to the Loan Collateral, acquired as part of the Loan Portfolio assigned to BEAPFF or in respect of which a Trust Asset Designation or a Scottish Declaration of Trust has been delivered to the Agent;

Scottish Assignation has the meaning given to such term in paragraph 3.3(c);

Scottish Declaration of Trust means a declaration of trust governed by Scots law, by the Participant in favour of BEAPFF in relation to the Scottish Loans in a Loan Portfolio, the Scottish Mortgages (where applicable) and their Related Security;

Scottish Loan means a Loan governed by or otherwise subject to Scots law;

Scottish Mortgage means a Standard Security over a Scottish Property;

Scottish Property means in relation to a Scottish Loan or its related Scottish Mortgage, the heritable or long lease residential or commercial property located in Scotland secured as security for repayments of such Scottish Loan;

Scottish Transfer means an assignation of Scottish Mortgages registered (or subject to an application for registration) in the Land Register of Scotland, or an assignation of Scottish Mortgages recorded (or subject to an application for recording) in the General Register of Sasines;

Standard Loan Documentation means, with respect to a Loan Portfolio, the sample standard loan documentation of each type of Loan in that Loan Portfolio, which is listed by the Participant in the first schedule to the legal due diligence report delivered to the Agent by or on behalf of the Participant for the purposes of “pre-positioning” that Loan Portfolio;

Standard Security means a heritable security created by a Standard Security over any interest in land in Scotland in terms of the Conveyancing and Feudal Reform (Scotland) Act 1970;

Title Deeds means, in relation to each Loan which is a mortgage loan and its Related Security and the Mortgaged Property relating thereto, all conveyancing deeds and documents which make up the title to the Mortgaged Property and the security for the Loan and all searches and enquiries undertaken in connection with the grant by the Borrower of the related Mortgage, in each case, if subject to a dematerialisation programme, to the extent (if any) retained by the Participant;

Transfer Date has the meaning given to such term in paragraph 4.3; and

Value means, in relation to any Eligible Loans at any time, the value of that Eligible Loan as determined by the Agent having regard to such pricing sources and methods as the Agent considers appropriate.

SCHEDULE 2

Form of Power of Attorney

This **Power of Attorney** is made on

BETWEEN:

(1) [] (the *Participant*)

IN FAVOUR OF:

(2) **BANK OF ENGLAND ASSET PURCHASE FACILITY FUND LIMITED**, 8 Lothbury, London, EC2R 7HH (*BEAPFF*);

(3) [] (the *Administrator* which expression shall include such company or companies and all other persons for the time being acting as the administrator under the Terms and Conditions).

WHEREAS:

(A) By the Applicable Terms and Conditions (including the Annex), the Participant agreed (i) to assign and transfer to BEAPFF the Loans and the Related Security and any other collateral security therefor; and (ii) in the case of Scottish Mortgages and Scottish Loans, to declare a trust over the Scottish Mortgages and Scottish Loans and assign the Participant's interest therein to BEAPFF.

(B) At the request of the Agent, the Participant has agreed to enter into this Power of Attorney for the purposes hereinafter appearing.

(C) The expressions defined in the Applicable Terms and Conditions (including the Annex) shall, unless otherwise defined herein or the context requires otherwise, bear the same meanings herein (including these recitals).

NOW THIS DEED WITNESSES as follows:

2. For good and valuable consideration and by way of security for the obligations of the Participant under the Applicable Terms and Conditions (including the Annex) the Participant hereby appoints BEAPFF to be its true and lawful attorney (with power to sub-delegate including any delegation to the Agent) and to be its agent and in its name to do the following acts and things or the Agent or BEAPFF:

- (a) to exercise its rights, powers and discretions under the Loans;
- (b) subject to paragraph (a) above to exercise all the powers exercisable by the Participant by reason of its remaining for the time being the registered owner at the relevant Land Registry of any of the Mortgages;
- (c) to demand sue for and receive all moneys due or payable under the Loans or any such collateral security or related rights;
- (d) upon payment of such moneys or any part thereof, to give good receipts and discharges for the same and to execute such receipts, discharges, releases, re-

assignments, retrocessions, surrenders, instruments and deeds as may be requisite or advisable;

- (e) to execute and deliver such of the transfers and notices referred to in paragraph 7 (*Further Assurance*) of the Annex and such other documents (including further Scottish Transfers and/or such further Scottish Assignations) as the Agent considers necessary as and when the Participant is required to do so, in accordance with paragraph 7 (*Further Assurance*) of the Annex;
- (f) subject to paragraph (a) above to exercise any other rights, discretions and powers under the Loans and the Related Security and for that purpose to execute, sign and do any deeds, documents, acts or things; and
- (g) from time to time substitute and appoint severally one or more attorney or attorneys for all or any of the purposes aforesaid.

3. The Participant hereby agrees at all times hereafter to ratify and confirm whatsoever any act matter or deed any attorney or substitute shall lawfully do or cause to be done under or concerning these presents.

4. The Participant hereby declares that these presents having been given for security purposes and to secure a continuing obligation, the powers hereby created shall be irrevocable.

5. The parties to this Power of Attorney do not intend that any of its terms shall be enforceable by any third party who would not be able to enforce such terms other than by virtue of the Contracts (Rights of Third Parties) Act 1999.

6. This Power of Attorney and any non-contractual obligation arising out of or in relation to this Power of Attorney shall be governed by, and construed in accordance with, the laws of England.

IN WITNESS of which [] has caused this Power of Attorney to be executed and delivered as a Deed on the date which first appears above.

EXECUTED as a **DEED**)
for and on behalf of)
)
acting by two directors, or a director and its)
secretary in the presence of a witness)

Director
Name:

Director/Secretary
Name:

SCHEDULE 3

Administration Services

1. APPOINTMENT OF THE PARTICIPANT AS ADMINISTRATOR

1.1 The Agent hereby appoints the Participant in relation to each Loan assigned to BEAPFF to administer on its behalf and as its lawful agent on its behalf to provide certain other administration and management services and to exercise its respective rights, powers and discretions, and to perform its respective duties, under and in relation to each such Loan Portfolio (including, without limitation, the collection of payments due from Borrowers under Loans and calculation of amounts of interest and principal due under such Loans); provided that the Participant may at all times service the Loans in accordance with its normal business practice as a reasonable, prudent mortgage servicer.

1.2 In respect of each Loan assigned to BEAPFF, and subject to paragraph 5.3, the appointment shall commence on the relevant Transfer Date and shall cease immediately following the re-assignment by BEAPFF of its Assigned Rights in relation to that Loan in accordance with paragraph 6.

1.3 The Administrator shall not be entitled to charge a fee except where the Agent has exercised its rights under paragraphs 5.3 or 6.3 in which case the Administrator may charge such commercially reasonable fee as the Administrator and the Agent may agree.

1.4 The Participant in each case hereby accepts such appointment on the terms and subject to the conditions of the Applicable Terms and Conditions and the Annex.

2. THE SERVICES

The Participant shall provide the services as set forth below:

- (a) keeping records (written or computerised)/books of account/documents for the Agent and BEAPFF in relation to the Loans and, where applicable, their Related Security and keeping all key loan details in computerised form;
- (b) keeping records for all taxation purposes including VAT;
- (c) notifying relevant Borrowers of any changes in payments under the Loans;
- (d) providing a redemption statement to a Borrower or any person acting on the Borrower's behalf, in each case upon written request or otherwise at the discretion of the Participant;
- (e) notifying relevant Borrowers of any other matter or thing which the applicable Loan Conditions or offer conditions require them to be notified of in the manner and at the time required by the relevant Loan Conditions;
- (f) subject to the provisions of the Applicable Terms and Conditions and the Annex, taking all reasonable steps to recover all sums due to BEAPFF including without limitation by the institution of proceedings or enforcement of any Loan or any Related Security;
- (g) taking all other action and doing all other things which it would be reasonable to expect a prudent mortgage lender acting reasonably to do in administering its Loans,

including monitoring performance of the Loans and the Borrowers and monitoring and take such action as is necessary in relation to Loan in arrears;

- (h) keeping a Loan Account for each Loan which shall record all proceeds received in respect of that Loan and all amounts debited to such Loan Account;
- (i) if required by the relevant Loan Conditions but otherwise at its discretion, preparing and sending on request an annual statement to Borrowers in relation to each calendar year in the agreed form;
- (j) arranging for the renewal and continuation at all times of the Insurance Contracts;
- (l) providing the reports and other information which it is required to provide under the Applicable Terms and Conditions and the Annex; and
- (m) maintaining adequate insurance against loss or damage to any documents or information held under the Applicable Terms and Conditions and the Annex.

3. AUTHORITY TO SET LOAN INTEREST RATES

Subject to applicable law and regulation and any regulatory undertaking binding on the Administrator from time to time and subject to the provisions of this paragraph 3, the Agent grants the Administrator full right, liberty and authority from time to time to determine, in accordance with the applicable Loan Conditions, the Loan Interest Rate or Loan Interest Rates and any other discretionary rate of margin applicable to the Loans chargeable to Borrowers from time to time.

The Administrator shall take the steps necessary by the relevant Loan Conditions and/or applicable law (including, without limitation, applicable guidelines of the Office of Fair Trading and applicable statements of good practice of the Financial Conduct Authority) to bring each change in such rate or rates of interest or margins and any consequential change in payments that Borrowers are required to make to the attention of the relevant Borrowers and shall, if so requested, provide details of such change to the Agent.

SCHEDULE 4

Form of Transfer

Land Registry
Transfer of a charge or portfolio of charges

TR4

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

<p>Where the title to a property is registered, insert the title number(s) in column 1, otherwise no action will be taken in respect of the charge.'</p> <p>Where the title to a property is unregistered, insert 'U' in column 1 unless it is the subject of a pending first registration in which case insert the title number in column 1.</p> <p>Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue' in column 2.</p> <p>Insert the date of each charge being transferred in column 3.</p>	<p>1 Title number of the property</p>	<p>Property</p>	<p>Date of transferor's charge</p>
<p>2 Date:</p>	<p>3 Transferor:</p> <p>[Enter name of participant]</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>		
<p>4 Transferee for entry in the register:</p> <p>Bank of England Asset Purchase Facility Fund Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>	<p>Give full name(s)</p> <p>Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.</p>		
<p>5 Transferee's intended address(es) for service for entry in the register:</p> <p>Threadneedle Street, London EC2R 8AH</p>	<p>Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.</p>		

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 9.

Place 'X' in any box that applies.

Add any modifications.

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

6	The transferor transfers the charge(s) referred to in panel 1 to the transferee
7	<p>Consideration</p> <p><input type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures):</p> <p><input type="checkbox"/> The transfer is not for money or anything that has a monetary value</p> <p><input type="checkbox"/> Insert other receipt as appropriate: The transfer is made in consideration of the amount payable in accordance with an agreement between the Transferor and the Transferee dated []</p>
8	<p>The transferor transfers with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p>
9	<p>Additional provisions</p> <p>9. Additional provisions</p> <p>9.1 In this clause 9, the following terms shall have the definitions set out below: Charges means the charges set out in the Schedule to this Form TR4.</p> <p>9.2 For the avoidance of doubt, the Transfer includes: (a) the right to demand, sue for, recover, receive and give receipts for all principal moneys payable or to become payable under the charges or the unpaid part thereof and the interest and all other sums due or to become due thereon; (b) the benefit of all securities for such principal moneys and interest, the benefit of all consents to mortgage signed by occupiers of the charged properties and the benefit of and the right to sue on all covenants with, or vested in, the chargee of each Charge and the right to exercise all powers of the chargee in relation to each Charge and any deed varying, amending, relating to or supplementing the same; (c) all the estate and interest in the charged properties vested in the chargee subject to redemption or cesser; (d) all causes of action of the chargee against any person in connection with any of the Charges; and (e) all proceeds from the enforcement of such Charges and their Related Security.</p> <p>9.3 A person who is not a party to this Transfer shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.</p> <p>9.4 This Transfer 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</p>

the same instrument.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

10 Execution

Executed as a DEED by [TRANSFEROR] acting by two directors/a director and the secretary:

Director

Director/Secretary

Executed as a DEED under the COMMON SEAL of THE GOVERNOR AND COMPANY OF THE BANK OF ENGLAND in the presence of :

Director

Director/Secretary

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

SCHEDULE 4A

Part A: Form of Scottish Transfer – Land Register

We, [*Participant*] (the *Transferor*) CONSIDERING THAT in terms of the Applicable Terms and Conditions (including the Annex) the Transferor and Bank of England Asset Purchase Facility Fund Limited of 8 Lothbury, London, EC2R 7HH (the *Transferee*) (the *Terms*) we have agreed to transfer our whole right, title and interest in and to the Standard Securities and others hereinafter mentioned to the Transferee NOW THEREFORE we the Transferor IN CONSIDERATION of the sums payable in terms of and in implement *pro tanto* of the Terms HEREBY ASSIGN to the Transferee and that with effect from [], 20[] (the *Relevant Date*) notwithstanding the date hereof:

1. the Standard Securities granted by the respective parties whose names are specified in the relevant entry in Column 3 of the Schedule annexed and executed as relative hereto (the *Schedule*) in favour of the party specified in the relative entry in Column 2 of the Schedule over the property specified in the relative entry in Column 4 of the Schedule and the creditor's interest in which is currently vested in the Transferor for all sums due and to become due, in each case to the extent of the sum specified in the relevant entry in Column 6 of the Schedule being the whole amount of principal due to the Transferor as at the Relevant Date together with all interest due and to become due thereon from the Relevant Date and also all arrears and accumulations of interest due and unpaid as at the Relevant Date, the said Standard Securities being registered in the Land Register of Scotland under the Title Number specified in the relative entry in Column 5 of the Schedule; and
2. the whole rights, titles, interests and benefits (both present and future) of us the Transferor in and under all and any personal bonds or loan agreements or accepted offers of loans (and any supplemental agreements thereto or variations thereof) howsoever constituted in relation to the whole sums due and to become due to the Transferor secured by the said Standard Securities and granted by or entered into with the said respective parties whose names are specified in Column 3 of the said Schedule.

AND declaring for the avoidance of doubt that, by virtue of these presents, the Transferee is substituted in the full right and place of us the Transferor in the said Standard Securities and the said personal bonds, loan agreements and accepted offers of loan: And we the Transferor grant warrantice to the Transferee: And we the Transferor declare that we retain no title in the said Standard Securities in the event that we are owed any other sums by the Borrower specified in the Schedule

IN WITNESS WHEREOF these presents typewritten on this and the preceding page are, together with the Schedule annexed hereto, executed as follows:

**This is the Schedule referred to in the foregoing Assignment by [] in favour of []
dated []**

1	2	3	4	5	6
Account No.	Originator	Borrowers' Full Names	Secured Property	Title Number	Amount Due

Part B: Form of Scottish Transfer – General Register of Sasines

We, [*Participant*] (the *Transferor*) CONSIDERING THAT in terms of the Applicable Terms and Conditions (including the Annex) the Transferor and Bank of England Asset Purchase Facility Fund Limited of 8 Lothbury, London, EC2R 7HH (the *Transferee*) (the *Terms*) we have agreed to transfer our whole right, title and interest in and to the Standard Securities and others hereinafter mentioned to the Transferee NOW THEREFORE we the Transferor IN CONSIDERATION of the sums payable in terms of and in implement *pro tanto* of the Terms HEREBY ASSIGN to the Transferee and that with effect from [], 20[] (the *Relevant Date*) notwithstanding the date hereof:

1. the Standard Securities granted by the respective parties whose names are specified in the relevant entry in Column 3 of the Schedule annexed and executed as relative hereto (the *Schedule*) in favour of the party specified in the relative entry in Column 2 of the Schedule over the property specified in the relative entry in Column 4 of the Schedule and the creditor's interest in which is currently vested in the Transferor for all sums due and to become due, in each case to the extent of the sum specified in the relevant entry in Column 7 of the Schedule being the whole amount of principal due to the Transferor as at the Relevant Date together with all interest due and to become due thereon from the Relevant Date and also all arrears and accumulations of interest due and unpaid as at the Relevant Date, the said Standard Securities being recorded in the Register for the County specified in the relative entry in Column 5 of the Schedule on the date specified in the relative entry in Column 6 of the Schedule; and
2. the whole rights, title, interests and benefits (both present and future) of us the Transferor in and under all and any personal bonds or loan agreements or accepted offers of loans (and any supplemental agreements thereto or variations thereof) howsoever constituted in relation to the whole sums due and to become due to the Transferor secured by the said Standard Securities and granted by or entered into with the said respective parties whose names are specified in Column 3 of the Schedule:

AND declaring for the avoidance of doubt that, by virtue of these presents, the Transferee is substituted in the full right and place of us the Transferor in the said Standard Securities and the said personal bonds, loan agreements and accepted offers of loan: And we the Transferor grant warrantice to the Transferee: And we the Transferor declare that we retain no title in the said Standard Securities in the event that we are owed any other sums by the parties whose names are specified in Column 3 of the Schedule.

IN WITNESS WHEREOF these presents typewritten on this and the preceding page are, together with the Schedule annexed hereto, executed as follows:

**This is the Schedule referred to in the foregoing Assignment by [] in favour of []
dated []**

1	2	3	4	5	6	7
Account No.	Originator	Borrowers' Full Names	Secured Property	County	Recording Date	Amount Due

and Related Security including, without limitation, the right to demand, sue for, recover and give receipts for all principal monies, interest and costs and the right to sue on all covenants and undertakings made or expressed to be made in favour of the Transferor;

- (ii) any affidavit, declaration, consent or renunciation granted in terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981 and/or (as applicable) Civil Partnership Act 2004 in relation to any such Scottish Loan or Scottish Mortgage, and all third party guarantees, all ranking agreements or any other collateral security for the repayment of the relevant Scottish Loans and the right to exercise all the powers held by the Transferor in relation thereto;
- (iii) the right to exercise all powers of Transferor in relation thereto;
- (iv) each Certificate of Title and valuation report and any right of action of the Transferor against any solicitor, qualified conveyancer, valuer or other person in connection with any report, valuation, opinion, certificate or other statement of fact or opinion given in connection with such Scottish Loans, Scottish Mortgages and their Related Security, or any part thereof or affecting the decision of the Transferor to make or offer to make any such Scottish Mortgage or part thereof;
- (v) any title insurance policies, so far as they relate to such Scottish Mortgages and/or Scottish Properties, including the right to receive the proceeds of any claim; and
- (vi) all proceeds resulting from the enforcement of any of such Scottish Loans, Scottish Mortgages and their Related Security.

2. **Declaration of Trust**

The Transferor hereby DECLARES that from and after the date hereof, the Transferor and its successors as trustee or trustees hereunder (together the *Trustees*) holds and, shall henceforth hold the Scottish Trust Property and its whole right, title and interest, present and future therein and thereto in trust absolutely for BEAPFF and its successors assignees (whether absolutely or in security) whomsoever and the Trustees shall act in accordance with the instructions set out in Clause 4 (*Instructions*) below.

3. **Intimation**

The Transferor hereby intimates to the Agent the coming into effect of the trust hereby declared and created and BEAPFF by the Agent's execution on behalf of BEAPFF hereof immediately subsequent to the execution hereof by the Transferor acknowledges such intimation.

4. **Instructions**

The Transferor shall act at all times in accordance with the provisions of the Terms in respect of the Scottish Trust Property and the instructions (if any) of the Agent and shall take, any such action as may be necessary (including for the avoidance of doubt of the raising or defending of any proceedings in any court of law whether in

Scotland or elsewhere) to secure or protect the title to the Scottish Trust Property but only in accordance with the specific written instructions (if any) of the Agent

5. **Representations, warranties and undertakings**

5.1 The Transferor represents and warrants as at the date hereof it holds the Scottish Mortgages to the Scottish Trust Property unencumbered by any fixed or floating charge or other security interest (other than in favour of BEAPFF).

5.2 The Transferor undertakes that:

- (a) it shall not create or agree to create any fixed or floating charge or other security over or which may attach to or affect the whole or any part of the Scottish Trust Property at any time when such property or part thereof remains subject to the trust hereby created (other than in favour of BEAPFF); and
- (b) it shall enter into such further documents and deeds forthwith upon request by the Agent in order to give effect to the Terms.

6. **Powers of BEAPFF**

The provisions of the Terms shall be deemed to be incorporated herein insofar as the same pertain to the Scottish Trust Property and during the continuance of the trust hereby declared and created BEAPFF as beneficiary hereunder shall have the benefit of all rights and powers thereby conferred, including without limitation the right to perfect legal title to the Scottish Trust Property or any part thereof, including the right to create a valid assignation of any Scottish Trust Property in favour of BEAPFF, and to call upon the Transferor to undertake all acts and things and execute all documents and deeds as may be required to effect the same.

7. **Termination of Trust**

If the Agent notifies the Transferor in writing that all of the Transferor's obligations to BEAPFF under the Terms have been fully and finally discharged, the trust hereby declared and created shall *ipso facto* fall and cease to be of effect in respect of the Scottish Trust Property.

8. **Change of Trustee**

Except with the prior consent of the Agent, the Transferor shall not be entitled to resign office as a trustee or assume a new trustee or trustees under this Declaration of Trust.

9. **Variation**

This Declaration of Trust and the trust hereby declared and created shall not be varied in any respect without the consent in writing of the Agent.

10. **Governing law**

This Declaration of Trust shall be governed by and construed in accordance with the law of Scotland and each of the parties hereby prorogates the non-exclusive jurisdiction of the Scottish courts insofar as not already subject thereto and waives any right or plea of forum non conveniens in respect of such jurisdiction.

11. **Registration**

The parties hereto consent to the registration of these presents for preservation.

IN WITNESS WHEREOF these presents consisting of this and the preceding three pages are together with the Schedule annexed hereto executed as follows

SUBSCRIBED for and on behalf of

[]

at

on the day

of

by

.....**Director**

.....**Full Name**

.....**Director**

.....**Full Name**

SUBSCRIBED for and on behalf of

THE GOVERNOR AND COMPANY OF THE BANK OF ENGLAND

as agent for

BANK OF ENGLAND ASSET PURCHASE FACILITY FUND LIMITED

at

on the day

of

by

.....**Authorised Signatory**

.....**Full Name**

before this witness

.....**Witness**

.....**Full Name**

.....**Address**

.....:

This is the Schedule referred to in the foregoing Scottish Declaration of Trust by
 [] in favour of BANK OF ENGLAND ASSET PURCHASE FACILITY
 FUND LIMITED dated []

1	2	3
Account Number	Sum Due	Date of Loan Agreement

[When completing the Scottish Declaration of Trust, please ensure that the pro forma signing details appear on the final page of the Scottish Declaration of Trust, i.e. on a page containing part of the text of the Scottish Declaration of Trust.]

For and on behalf of
 []

..... **Director**

..... **Director**

For and on behalf of
THE GOVERNOR AND COMPANY OF THE BANK OF ENGLAND
as agent for
BANK OF ENGLAND ASSET PURCHASE FACILITY FUND LIMITED

..... **Authorised Signatory**

..... **Witness**

SCHEDULE 4B

Part D: Form of Scottish Assignment (Scottish Loans)

We, [*Participant*] (the *Transferor*) CONSIDERING THAT in terms of the Applicable Terms and Conditions (including the Annex), the Transferor and Bank of England Asset Purchase Facility Fund Limited of 8 Lothbury, London, EC2R 7HH (the *Transferee*) (the *Terms*) we have agreed to transfer our whole right, title and interest in and to the Scottish Loans hereinafter mentioned to the Transferee NOW THEREFORE we the Transferor IN CONSIDERATION of the sums payable in terms of and in implement *pro tanto* of the Terms HEREBY ASSIGN to the Transferee and that with effect from [], 20[] (the *Relevant Date*) notwithstanding the date hereof:

3. the Scottish Loans entered into by the respective parties whose names are specified in the relevant entry in Column 3 of the Schedule annexed and executed as relative hereto (the *Schedule*) and the respective parties specified in the relative entry in Column 2 of the Schedule, the creditor's interest in which is currently vested in the Transferor in each case to the extent of the sum specified in the relevant entry in Column 4 of the Schedule being the whole amount of principal due to the Transferor as at the Relevant Date together with all interest due and to become due thereon from the Relevant Date and also all arrears and accumulations of interest due and unpaid as at the Relevant Date; and
4. the whole rights, titles, interests and benefits (both present and future) of us the Transferor in and under all and any personal bonds or loan agreements or accepted offers of loans (and any supplemental agreements thereto or variations thereof) howsoever constituted in relation to the whole sums due and to become due to the Transferor and granted by or entered into with the said respective parties whose names are specified in Column 3 of the said Schedule.

AND declaring for the avoidance of doubt that, by virtue of these presents, the Transferee is substituted in the full right and place of us the Transferor in the said Scottish Loans and the said personal bonds, loan agreements and accepted offers of loan: And we the Transferor grant warrandice to the Transferee: And we the Transferor declare that we retain no title in the said Scottish Loans in the event that we are owed any other sums by the Borrower specified in the Schedule

IN WITNESS WHEREOF these presents typewritten on this [and the preceding page] are,
together with the Schedule annexed hereto, executed as follows:

SUBSCRIBED

for and on behalf of [PARTICIPANT]
acting by two directors, or a director and its secretary

Director	Director
Full Name:	Signature:

Director/Secretary	Director/Secretary
Full Name:	Signature:

**This is the Schedule referred to in the foregoing Assignment by [] in favour of []
dated []**

1	2	3	4
Account No.	Originator	Borrowers' Full Names	Amount Due

SCHEDULE 4C

Part A: Form of Northern Irish Transfer – Registered Land

Land Registry of Northern Ireland

Transfer of Charges

Folio Numbers and Counties: As listed in Column 3 of the Schedule hereto

Registered Owner(s): As listed in Column 5 of the Schedule hereto

Registered Owner of Charges:

Properties: As listed in Column 2 of the Schedule hereto

Pursuant to the Applicable Terms and Conditions (including the Annex) (the *Terms*) made between [*Participant*] (registered number [●] whose registered office is at [●]) (the *Transferor*) (the above named registered owner of the charges described in the Schedule hereto (the *Charges*)) and Bank of England Asset Purchase Facility Fund Limited of 8 Lothbury, London, EC2R 7HH (the *Transferee*), the Transferor as beneficial owner, hereby transfers to the Transferee each of the Charges of which it is registered owner to hold the same absolutely together with any rights, title, interest and benefits arising under the Charges and together with the benefit of all securities given in connection with the Charges including for the avoidance of doubt:

- (a) the right to receive, demand, sue for, recover and give receipts for all principal sums and other sums payable or to become payable under such mortgage loans, related mortgages and related security or the unpaid part thereof and the interest and other sums due or to become due thereon;
- (b) the benefit of such mortgage loans, related mortgages and related security and the right to sue on all covenants and undertakings in favour of the Transferor in each related mortgage and related security in respect thereof and the right to exercise all powers of the Transferor in relation to each mortgage loan, related mortgage and its related security;
- (c) all the estate, right and interest in the related properties vested in the Transferor subject to redemption or cesser; and
- (d) the benefit of any right of the Transferor to apply for or receive compensation in respect of criminal damage pursuant to the Criminal Damage (Compensation) (Northern Ireland) Order 1977 in respect of the Properties (as detailed in the Schedule hereto).

This Transfer shall be governed by, and construed in accordance with, the laws of Northern Ireland.

DATED the [●] of [●] 20[●]

Schedule hereinbefore referred to

1.	2.	3.	4.	5.
Account No	Property	Folio No. and County	Date of Registration of Charge	Registered Owner

IN WITNESS whereof the Transferor has executed and delivered this deed on the day and the year first before written.

Executed as a deed by)
[•])
acting by:)

..... Director

..... Director

Part B: Form of Northern Irish Transfer – Unregistered Land

THIS INDENTURE is made on [●] [●] 20[●] between [*Participant*] (registered number [●] whose registered office is at [●]) (the *Transferor*) on the one part and Bank of England Asset Purchase Facility Fund Limited of 8 Lothbury, London, EC2R 7HH (the *Transferee*) of the other part.

WHEREAS:

- (A) By the mortgages (*Mortgages*) brief particulars of which are set out in the Schedule hereto the properties, brief particulars of which are similarly set out in the Schedule (the *Properties*) were demised as set out therein as security for the repayment of the monies therein mentioned.
- (B) Under the Applicable Terms and Conditions (including the Annex) (the *Terms*) the Transferor to transfer and the Transferee has agreed to accept the transfer of all right, title, interest and benefit (both present and future) of the Transferor in and under the Mortgages and the hereditaments and premises expressed to be granted by the Mortgages for the consideration hereinafter mentioned.

NOW THIS DEED WITNESSES as follows:

The Transferor as beneficial owner hereby grants assigns and conveys unto the Transferee its successors and assigns all right, title, interest and benefit (both present and future) of the Transferor in the Mortgages to hold the same unto the Transferee absolutely including, for the avoidance of doubt:

- (a) all the Properties demised or assured by the Mortgages which are now or by any means vested in the Transferor together with all other rights, powers, provisions, titles, interests and benefits (including particularly any reversionary interest) in relation to or arising under the Mortgages and hereby substitutes for the Transferor, the Transferee (so far as it is lawful) as the attorney of the Borrowers under the Mortgages for the purposes of the power of attorney contained in each of the Mortgages to HOLD the same unto the Transferee for the unexpired residues of the terms of years demised by the Mortgages subject as to all Properties to such rights of equity of redemption as are now subsisting therein by virtue of the Mortgages;
- (b) the right to receive, demand, sue for, recover and give receipts for all principal sums and other sums payable under such mortgage loans, related mortgages and related security or the unpaid part thereof and the interest due or to become due thereon;
- (c) the benefit of such mortgage loans, related mortgages and related security and the right to sue on all covenants and undertakings in favour of the Transferor in each related mortgage and related security in respect thereof and the right to exercise all powers of the Transferor in relation to each mortgage loan, related mortgage and its related security; and
- (d) the benefit of any right of the Transferor to apply for or receive compensation in respect of criminal damage pursuant to the Criminal Damage (Compensation) (Northern Ireland) Order 1977 in respect of the Properties.

This Indenture shall be governed by and construed in accordance with the laws of Northern Ireland.

Schedule hereinbefore referred to

1	2	3	4	5	6
Account No	Date of Mortgage	Serial Number of Mortgage at Registry of Deeds	County	Parties/ Borrowers	Property

IN WITNESS whereof the Transferor has executed and delivered this deed on the day and the year first herein written.

Executed as a deed by)
[●])
acting by:)

..... Director

..... Director

SCHEDULE 5

Assignment of Scottish Loan Guarantees

This Assignment is made

BY:

(1) [] (the *Participant*);

IN FAVOUR OF

(2) **BANK OF ENGLAND ASSET PURCHASE FACILITY FUND LIMITED**, 8 Lothbury, London, EC2R 7HH (*BEAPFF*).

WHEREAS:

(A) By the Applicable Terms and Conditions (including the Annex) (the *Terms*), the Participant agreed to assign and transfer to BEAPFF the Loans and the Related Security and any other collateral security therefor or in the case of Scottish Mortgages declare a trust over the Scottish Mortgages and assign the Participant's interest therein to BEAPFF.

(B) The Participant has the benefit of the Loan Guarantees as detailed in the Schedule hereto which relate to certain of the Related Security.

(C) This Assignment is made pursuant to the Terms.

Now this Assignment witnesses as follows:

1. The Participant with absolute warrandice hereby assigns to BEAPFF all its right, title, interest and benefit (both present and future) in the Loan Guarantees governed by Scots law relating to the Related Security the subject of a transfer of even date herewith including for the avoidance of doubt:

(a) the benefit of and the right to sue on all covenants with and undertakings to the Participant in each Loan Guarantee and the right to exercise all powers of the Participant in relation to each Loan Guarantee; and

(b) all the rights and interest in the Loan Guarantees vested in the Participant to hold the same unto BEAPFF absolutely.

2. The Participant undertakes immediately following its execution of this Assignment to intimate the terms hereof to the relevant Guarantors detailed in the Schedule hereto.

3. The parties to this Assignment do not intend that any of its terms shall be enforceable by any third party.

4. This Assignment and any obligations arising out of or in relation to this Assignment shall be governed by, and construed in accordance with, the laws of Scotland.

In witness whereof these presents consisting of this and the preceding page and the Schedule annexed hereto are executed as follows:-

SUBSCRIBED

for and on behalf of [PARTICIPANT]
acting by two directors, or a director and its secretary

Director

Full Name:

Director

Signature:

Director/Secretary

Full Name:

Director/Secretary

Signature:

This is the Schedule referred to in the foregoing Assignment by [the Participant] in favour of Bank of England Asset Purchase Facility Fund Limited

Scottish Loan Guarantees

[List of all Scottish Loan Guarantees to be assigned to be provided]

Guarantor	Date of Loan Guarantee	Amount of Guarantee
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SCHEDULE 6

Loan Representations and Warranties

1. Each Loan included in a Loan Portfolio is an Eligible Loan.
2. The particulars of each Loan and, where applicable, its Related Security in the Loan Portfolio provided to the Agent are complete, true and accurate in all material respects.
3. Immediately prior to the Transfer Date, and where applicable, subject to completion of any registration or recording of the Mortgage of the Participant's title in the Mortgage, which may be pending at the relevant Land Registry, the Participant was the absolute beneficial and legal owner (or in the case of assets situated in Scotland or governed by Scots law, the absolute owner) of the Loans, the Related Security and the other property to be assigned or transferred by the Participant to BEAPFF under the Applicable Terms and Conditions (including the Annex) at the Transfer Date and the Participant has not assigned (whether by way of absolute assignment or assignation or by way of security only), transferred, charged, disposed of or dealt with the benefit of (or in the case of assets situated in Scotland or governed by Scots law, any right, title or interest in relation to) any of the Loans or, where applicable, their Related Security, any of the other rights relating thereto or any of the property, rights, titles, interests or benefits to be transferred or assigned pursuant to the Applicable Terms and Conditions (including the Annex) other than pursuant to the Applicable Terms and Conditions (including the Annex).
4. The Loan Conditions and the Loan Agreement for each Loan and its related Mortgage and, where applicable, the Related Security constitute a valid and binding obligation of the Borrower enforceable in accordance with its terms (save any term which is not binding by virtue of the Unfair Terms in Consumer Contracts Regulations 1994, the Unfair Terms in Consumer Contracts Regulations 1999 or the Consumer Rights Act 2015 (as applicable)) and is non-cancellable and, where applicable, the Related Security secures the repayment of all advances, interest, costs and expenses payable by the relevant Borrower to the Participant under the relevant Loan in priority to any other charges registered against the relevant property.
5. At the time that it was made, each Loan complied in all respects with applicable laws, regulations and rules including, without limitation, consumer protection, data protection and contract law other than the Unfair Terms in Consumer Contracts Regulations 1994, the Unfair Terms in Consumer Contracts Regulations 1999 or the Consumer Rights Act 2015 (as applicable).
6. Prior to making a Loan to a Borrower, the Originator carried out or instructed or required to be instructed on its behalf solicitors or other advisers to carry out in relation to the relevant Loan, its Related Security and, where applicable any Mortgaged Property or other property used as security for the Loan, all investigations, searches, due diligence and other actions that would have been undertaken by the Originator acting in accordance with standards consistent with those of a reasonable and prudent lender, lending to Borrowers in the United Kingdom when advancing money in an amount equal to such advance to be secured on a property of the relevant kind (where relevant) or to such a person or entity and such investigations, searches due diligence and other actions did not, either initially or after further investigation, revealed any material matter which would cause the Originator, acting reasonably, to decline the Loan having regard to its Lending Criteria in force at that time.
7. Prior to making the initial advance under each Loan that is secured on commercial property, the Originator undertook such environmental due diligence as a reasonable and

prudent lender of money secured on commercial property would have taken, the results of which would, as at that date, have been acceptable to such lender and have been taken into account in the valuation report obtained by such lender.

8. No Loan is an extortionate credit bargain within the meaning of sections 137 to 139 of the CCA.

9. All property that constitutes or forms part of any Related Security is located in the United Kingdom.

10. All steps necessary to perfect the Participant's title to each Loan and, where applicable, its Related Security have been duly taken, or are in the process of being taken with all due diligence, in accordance with standards consistent with those of a reasonable and prudent lender.

11. Prior to making a Loan, the nature and amount of such Loan, the circumstances of the relevant Borrower and nature of any Related Security satisfied the Lending Criteria in force at that time in all material respects.

12. The exercise of any discretion by the Originator in the making of any Loan has been consistent with the practice of a reasonable and prudent lender.

13. Each Loan and, where applicable, its Related Security has been made on the terms of the Standard Loan Documentation (so far as applicable) which has not been varied in any material respect.

14. Interest on each Loan is charged on the capital balance of each Loan in accordance with the provisions of the applicable Loan Conditions and the Loan Agreement and its related Mortgage.

15. So far as the Participant is aware, no Borrower is in material breach of its Loan Conditions, other than, in the case of any mortgage loan, with respect to arrears.

16. So far as the Participant is aware, the underwriting, origination and completion of each Loan is not the subject of fraud by any person (including, without limitation, the Borrower or any professional or third party employed or engaged on behalf of the Originator).

17. Where any Borrower is or was entitled to repayment of any early repayment charge in respect of any loan previously made by the Originator to that Borrower, that repayment has been or will be made by the Originator.

18. To the extent that a Loan Guarantee was required under the Lending Criteria in force at that time in relation to a particular Loan, that Loan Guarantee constitutes the valid, binding and enforceable obligations of the guarantor thereunder (save to the extent that any term of the Loan Guarantee is not valid, binding or enforceable by virtue of the Unfair Terms in Consumer Contracts Regulations 1994, the Unfair Terms in Consumer Contracts Regulations 1999 or the Consumer Rights Act 2015 (as applicable)).

19. No Borrower who is an individual was under 18 years of age at the time of completion of the relevant Loan.

20. In the case of a Loan secured on commercial property, the Participant has not received written notice of the bankruptcy, liquidation, winding-up, receivership, administration or administrative receivership (or any analogous event) of any Borrower.

21. The Participant has procured that full and proper accounts, books and records have been kept showing clearly all material transactions, payments, receipts and proceedings relating to that Loan and, if applicable its Related Security and all such accounts, books and records are up to date and in the possession of the Participant or held to its order.
22. The origination practices employed by the Originator, and the Lending Criteria in force with respect to the Loans have been, in all respects, legal and consistent with the practice of a reasonable and prudent lender.
23. The collection practices employed by the Participant with respect to the Loans have been, in all respects, legal and consistent with the practice of a reasonable and prudent lender.
24. The Participant is not aware of any litigation or claim calling into question in any material way its title to any Loan and, if applicable its Related Security or the value of any security. Neither the Participant nor, so far as the Participant is aware, the third party lender of any Loan is engaged in any litigation, and no litigation is pending or threatened by the Participant or, so far as the Participant is aware, the third party lender of any Loan against any person in connection with any report, valuation, opinion, certificate, consent or other statement of fact or opinion given in connection with any Loan received by the Originator in connection with the origination of any Loan.
25. The Participant has performed in all material respects all of its obligations under each Loan and its Related Security and so far as the Participant is aware no Borrower has taken or threatened to take any action against the Originator for any material failure on the part of the Originator under any Loan or its Related Security to perform any such obligation.
26. The Loan Conditions and the Loan Agreement in relation to each Loan contain no obligation on the part of the Originator to make any further advance and all costs, fees and expenses incurred in making, closing or registering the Loans and the Related Security have been paid in full.
27. All formal approvals, consents and other steps necessary to permit a legal or equitable or beneficial transfer or a transfer of servicing away from the Participant of the Loans and, if applicable, their Related Security to be transferred under the Applicable Terms and Conditions (including the Annex) whenever required under the Loan documents have been obtained or taken and there is no requirement in order for the transfer to be effective to notify the Borrower before, on or after any equitable or beneficial transfer of the Loans and, if applicable, their Related Security.
28. So far as the Participant is aware, none of the terms in any Loan Conditions and the Loan Agreement in relation to each Loan and, where applicable, its Related Security are unfair terms within the meaning of the Unfair Terms in Consumer Contracts Regulations 1994, the Unfair Terms in Consumer Contracts Regulations 1999 or the Consumer Rights Act 2015 (as applicable) in any material respect save those which impose early repayment charges.
29. Each Loan was originated in a currency specified in the Applicable Operating Procedures as an eligible currency, is denominated in and is currently repayable in such a currency.
30. Each Loan is governed by the laws of England and Wales, Northern Ireland or Scotland.

31. The Participant is authorised to transfer to the Agent personal data relating to the Borrowers and in doing so is not in breach of any of its obligations under the Data Protection Act 1998.

32. The Participant is not in breach of any of its confidentiality obligations under the terms of the Loans.

33. With respect to each Loan secured by Related Security, the whole balance of the Loan is secured by the applicable Related Security.

Where the Provisional Portfolio contains one or more Regulated Agreements:

34. In relation to a Regulated Agreement, the Participant and any agent of the Participant have duly complied with those provisions of the CCA which govern the conduct of antecedent negotiations.

35. Each Regulated Agreement has been entered into in accordance with the relevant provisions of the CCA and the Participant has materially complied with the relevant provisions of the CCA in respect of each Regulated Agreement (it being acknowledged that “material” means for the purposes of this warranty compliance with the provisions of the CCA, failure to comply with which would cause the validity or enforceability of the Regulated Agreement in accordance with its terms to be impugned or require the prior consent of the relevant court).

36. In relation to each Regulated Agreement, no debtor has commenced any action against the Participant under section 75 or in relation to section 56 of the CCA for any failure on the part of the Participant to perform any such obligations, such action subsisting at the Transfer Date.

Where the Provisional Portfolio contains one or more mortgage loans:

37. Subject to completion of any registration or recording which may be pending at the relevant Land Registry, each Mortgage either constitutes, or will constitute, following registration or recording at the Land Registry a first ranking charge by way of legal mortgage (or, in relation to the Scottish Mortgages, by way of Standard Security) over the relevant Mortgaged Property.

38. All steps necessary to perfect the Participant’s title to each Loan and its related Mortgage have been duly taken, or are in the process of being taken with all due diligence, in accordance with standards consistent with those of a reasonable and prudent mortgage lender.

39. In relation to each such Loan the Borrower has a good, valid and marketable title to the relevant Mortgaged Property.

40. No agreement for any Loan (other than to the extent it relates to the funding of buildings insurance premia) is or has ever been, wholly or partly regulated by the CCA (other than by Sections 137 to 140 of the CCA) or constitutes an unfair relationship or, to the extent it is so regulated or partly regulated, all the requirements of the CCA have been met in full. No Loan is, or has ever been, a linked transaction within Section 19 of the CCA.

41. Each Mortgage Property is, under the Loan Conditions, required to be insured under an appropriate policy.

42. If a Mortgaged Property is leasehold or long leasehold, written notice has been given to the landlord of the creation of the Mortgage.

43. Other than in the case of a Loan that is a buy-to-let mortgage loan or a loan secured on commercial property, any person who at the date when the Loan was made has been identified by the Borrower to the Originator as residing or about to reside in the relevant Mortgaged Property and was at that time aged 18 or over is either named as joint Borrower or has signed a form of consent declaring that he or she agrees that any present or future rights or interests as he or she may have or acquire over or in respect of the relevant Mortgaged Property shall be postponed and made subject to the rights, interests and remedies of the Originator under the relevant Mortgage and that he or she shall not claim any such rights or interests against the Originator.

44. In respect of any Mortgaged Property which is subject to a second or subsequent mortgage or standard security, the Participant has first priority for the full amount of the Loan and all costs, fees and expenses relative thereto.

45. Subject to completion of any registration or recording which may be pending at the Land Registry, all Property Deeds and Loan Files are held by, or to the order of, the Participant.

46. The Participant has not received written notice of any default that has not been remedied under, or any forfeiture or irritancy of any occupational leases granted in respect of, a Mortgaged Property, which would render the relevant Mortgaged Property unacceptable as security for the Loan in the context of the applicable Lending Criteria.

Where the Provisional Portfolio contains one or more social housing loans:

47. Each Borrower is (and has been at all times since commencement of the applicable DWF Loan Agreement) either (i) a Registered Provider of Social Housing under the Housing and Regeneration Act 2008 (or applicable statutory antecedent) in England; or (ii) Registered Social Landlord under the Housing Act 1996 (or applicable statutory antecedent) in Wales.

48. No Borrower is a local authority.

49. Each Borrower and Guarantor has (to the maximum extent permitted by law) waived all of its rights of set-off and is not entitled to exercise any lien, or counterclaim against the Participant in respect of any amounts payable under the relevant Loan Agreement, nor to render such Loan Agreement unenforceable in whole or in part.

50. Each Borrower is established in England and Wales as: (i) an Industrial and Provident Society under the Industrial and Provident Societies Act 1965; or (ii) a company limited by shares or guarantee under the Companies Act 2006 (or any applicable statutory antecedent); or (iii) a trust, in each case, which is either a Registered Provider of Social Housing under the Housing and Regeneration Act 2008 (or applicable statutory antecedent) in England; or (iv) Registered Social Landlord under the Housing Act 1996 (or applicable statutory antecedent) in Wales.