

IMPORTANT NOTICE

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NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER OF SECURITIES OF THE ISSUER FOR SALE IN THE UNITED STATES OR ANY OTHER JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. THE SECURITIES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR THE SECURITIES LAWS OF ANY STATE OF THE U.S. OR OTHER JURISDICTION AND THE SECURITIES MAY NOT BE OFFERED OR SOLD WITHIN THE U.S. OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT), EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE OR LOCAL SECURITIES LAWS. THE FOLLOWING PROSPECTUS MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER AND IN PARTICULAR MAY NOT BE FORWARDED TO ANY U.S. PERSON. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THIS DOCUMENT IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS.

You are reminded that the Prospectus has been delivered to you on the basis that you are a person into whose possession the Prospectus may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorised to, deliver the Prospectus to any other person.

The materials relating to the offering do not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law. If a jurisdiction requires that the offering be made by a licensed broker or dealer and the dealers or any affiliate of the dealers is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by the dealers or such affiliate on behalf of the Issuer in such jurisdiction.

By accessing the Prospectus, you shall be deemed to have confirmed and represented to us that (a) you have understood and agree to the terms set out herein, (b) you consent to delivery of the Prospectus by electronic transmission, (c) you are not a U.S. person (within the meaning of Regulation S under the Securities Act) or acting for the account or benefit of a U.S. person and the electronic mail address that you have given to us and to which this e-mail has been delivered is not located in the United States, its territories and possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands) or the District of Columbia and (d) if you are a person in the United Kingdom, then you are a person who (i) is an investment professional within the meaning of article 19 of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "**FPO**") or (ii) is a high net worth entity falling within Article 49(2)(a) to (d) of the FPO.

This Prospectus has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently none of Gosforth Funding 2014-1 plc (the "**Issuer**"), Virgin Money plc, Citibank International Plc, Deutsche Bank AG, London Branch, Lloyds Bank PLC or any person who controls, or any director, officer, employee nor agent of, any such person (or affiliate of any such person) accepts any liability or responsibility whatsoever in respect of any difference between the Prospectus distributed to you in electronic format and the hard copy version available to you on request from Citibank International Plc, Deutsche Bank AG, London Branch or Lloyds Bank PLC.

Gosforth Funding 2014-1 plc

(incorporated with limited liability in England and Wales under number 9123440)

Notes	Initial Principal Amount	Issue Price	Interest Reference Rate	Relevant Margin ¹	Step-Up Date	Pre-enforcement Redemption Profile	Final Redemption Date	Expected Ratings (Fitch/ Moody's)
Class A1	£600,000,000	100%	3 month Sterling LIBOR	0.37% per annum	19 October 2019	Prior to Pass-Through Trigger Event, scheduled amortisation	19 October 2056	AAAsf/Aaa(sf)
Class A2	£650,000,000	100%	3 month Sterling LIBOR	0.58% per annum	19 October 2019	pass through amortisation	19 October 2056	AAAsf/Aaa(sf)
Class M	£55,600,000	100%	3 month Sterling LIBOR	1.00% per annum	N/A	pass through amortisation	19 October 2056	AAsf/Aa1(sf)
Class Z	£83,300,000	100%	Fixed Rate	N/A	N/A	pass through amortisation	19 October 2056	Unrated

¹ The margin for each Class of Notes doubles with effect from the relevant Step-Up Date for such Class of Notes.

Issue Date	The Issuer will issue the Notes in the Classes set out above on 12 September 2014 or such other date as the Issuer and the Joint Lead Managers may agree (such date, the " Closing Date ").
Stand alone/programme issuance	Stand alone issuance. Apart from the Issuance of the Notes on the Closing Date, no further issuances by the Issuer are anticipated.
Underlying Assets	<p>The Issuer will make payments on the Notes from, <i>inter alia</i>, payments of principal and revenue on a portfolio comprising mortgage loans originated by NRAM plc (formerly Northern Rock (Asset Management) plc) (and subsequently transferred to Virgin Money plc) and originated by Virgin Money plc (respectively the "NRAM Originator" and the "VM Originator" and together, the "Originators") and secured over residential properties located in England and Wales which will be sold by the Seller to the Mortgages Trustee on the Closing Date or on a Transfer Date.</p> <p>Please refer to the section entitled "<i>The Mortgage Loans</i>" for further information.</p>
Credit Enhancement	<p>Credit Enhancement Features for the Class A Notes</p> <ul style="list-style-type: none"> • Subordination of the Class M Notes and the Class Z Notes; • Reserve Fund, which also provides credit enhancement for the Class M Notes; and • Excess Issuer Available Revenue Receipts.
Liquidity Support	<p>Liquidity Support Features for the Class A Notes and Class M Notes</p> <ul style="list-style-type: none"> • Reserve Fund; • Liquidity Reserve Fund; and • Issuer Available Principal Receipts applied to make up Revenue Shortfall. <p>Please refer to the section entitled "<i>Credit Structure</i>" for further information.</p>
Redemption Provisions	Information on any optional and mandatory redemption of the Notes is summarised on page 44 (" <i>Transaction Overview – Summary of the Terms and Conditions of the Notes</i> ") and is set out in full in Condition 5 (<i>Redemption and Cancellation</i>).
Rating Agencies	<p>Moody's Investors Service Limited ("Moody's") and Fitch Ratings Limited ("Fitch" and together with Moody's, the "Rating Agencies"). As at the date of this Prospectus, each of the Rating Agencies is established in the European Union and is registered under Regulation 462/2013 (EU) which amends Regulation (EC) 1060/2009 on Credit Rating Agencies (together, "CRA3").</p> <p>All ratings of the Class A Notes and Class M Notes set out in this Prospectus are issued by either Moody's or Fitch.</p>

Ratings	Ratings are expected to be assigned to the Class A Notes and the Class M Notes by the Rating Agencies as set out above on or before the Closing Date.
	<p>The ratings reflect the views of the Rating Agencies and are based on the Mortgage Loans, the Related Security and the Mortgaged Properties and the structural features of the transaction, including, <i>inter alia</i>, the ratings of the Swap Providers. The ratings assigned by Fitch address the likelihood of full and timely payment to the Noteholders (i) of interest due on each Payment Date and (ii) of principal on a date that is not later than the Final Redemption Date. The ratings assigned by Moody's address the expected loss to a Noteholder in proportion to the initial principal amount of the Class of Notes held by the Noteholder by the Final Redemption Date. In Moody's opinion, the structure allows for timely payment of interest and principal at par on the Final Redemption Date.</p> <p>The assignment of ratings to the Class A Notes and Class M Notes is not a recommendation to invest in the Notes and may be revised or withdrawn at any time.</p>
Listings	<p>This document comprises a prospectus (the "Prospectus") for the purpose of Directive 2003/71/EC (the "Prospectus Directive"). An application has been made to the Financial Conduct Authority (the "FCA") as competent authority under the Prospectus Directive in order for the Prospectus to be approved.</p> <p>An application has been made to the FCA in its capacity as competent authority under the Financial Services and Markets Act 2000 (the "UK Listing Authority") for the Notes to be admitted to the official list of the UK Listing Authority (the "Official List") and the London Stock Exchange plc (the "London Stock Exchange") and for the Notes to be admitted to trading on the London Stock Exchange's Regulated Market (the "Regulated Market"). The Regulated Market is a regulated market for the purposes of Directive 2004/39/EC (the "Markets in Financial Instruments Directive").</p>
Obligations	The Notes will be obligations of the Issuer alone and will not be guaranteed by, or be the responsibility of, any other entity. The Notes will not be obligations of any entity other than the Issuer. In particular, the Notes will not be obligations of, or the responsibility of, or guaranteed by, any of the Arrangers or the Joint Lead Managers.
Retention undertaking	Virgin Money will undertake to the Issuer and the Note Trustee, on behalf of the Noteholders, that it will retain a material net economic interest of at least 5% in accordance with each of Article 405 of Regulation (EU) No.575/2013 (the Capital Requirements Regulation (the " CRR ")) and Article 51 of Regulation (EU) No 231/2013, referred to as the Alternative Investment Fund Managers Regulation (" AIFMR ") (which, in each case, does not take into account any corresponding national measures). As at the Closing Date, such interest will be comprised of an interest in the Class Z Notes, as required by Article 405 of the CRR and Article 51 of the AIFMR. Any change to the manner in which such interest is held will be notified to investors. Please refer to the Section entitled " <i>Certain Regulatory Disclosures</i> " for further information.
Significant Investor	<p>Virgin Money, will, on the Closing Date, purchase 38 per cent. of the Class A2 Notes, and 100 per cent. of the Class M Notes and the Class Z Notes.</p> <p>Please refer to the section entitled "<i>Subscription and Sale</i>" for further information.</p>

THE "RISK FACTORS" SECTION CONTAINS DETAILS OF CERTAIN RISKS AND OTHER FACTORS THAT SHOULD BE GIVEN PARTICULAR CONSIDERATION BEFORE INVESTING IN THE NOTES. PROSPECTIVE INVESTORS SHOULD BE AWARE OF THE ISSUES SUMMARISED WITHIN THAT SECTION.

Arrangers

Citigroup **Deutsche Bank AG**

Joint Lead Managers

Citigroup **Deutsche Bank AG** **Lloyds Bank**

The date of this Prospectus is 9 September 2014.

IMPORTANT NOTICE

The Issuer accepts responsibility for the information contained in this Prospectus. To the best of the knowledge and belief of the Issuer (having taken all reasonable care to ensure that such is the case), the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information. Any information sourced from third parties contained in this Prospectus has been accurately reproduced (and is clearly sourced where it appears in this Prospectus) and, as far as the Issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Virgin Money plc accepts responsibility for the information set out in the sections headed "*Virgin Money plc*", "*The Mortgage Loans*" and "*The Provisional Mortgage Portfolio*". To the best of the knowledge and belief of Virgin Money plc (having taken all reasonable care to ensure that such is the case), the information contained in the sections referred to in this paragraph is in accordance with the facts and does not omit anything likely to affect the import of such information. No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by Virgin Money plc as to the accuracy or completeness of any information contained in this Prospectus (other than in the sections referred to in this paragraph) or any other information supplied in connection with the Notes or their distribution.

Homeloan Management Limited accepts responsibility for the information set out in the section headed "*The Back-up Administrator*". To the best of the knowledge and belief of Homeloan Management Limited (having taken all reasonable care to ensure that such is the case), the information contained in the section referred to in this paragraph is in accordance with the facts and does not omit anything likely to affect the import of such information. No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by Homeloan Management Limited as to the accuracy or completeness of any information contained in this Prospectus (other than in the section referred to in this paragraph) or any other information supplied in connection with the Notes or their distribution.

Deutsche Bank AG, London Branch accepts responsibility for the information set out in the section headed "*The Back-Up Trust Property Cash Manager and the Back-Up Issuer Cash Manager*". To the best of the knowledge and belief of Deutsche Bank AG, London Branch (having taken all reasonable care to ensure that such is the case), the information contained in the section referred to in this paragraph is in accordance with the facts and does not omit anything likely to affect the import of such information. No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by Deutsche Bank AG, London Branch as to the accuracy or completeness of any information contained in this Prospectus (other than in the section referred to in this paragraph) or any other information supplied in connection with the Notes or their distribution.

Lloyds Bank plc accepts responsibility for the information set out in the section headed "*The Standby Basis Rate Swap Provider*". To the best of the knowledge and belief of Lloyds Bank plc (having taken all reasonable care to ensure that such is the case), the information contained in the section referred to in this paragraph is in accordance with the facts and does not omit anything likely to affect the import of such information. No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by Lloyds Bank plc as to the accuracy or completeness of any information contained in this Prospectus (other than in the section referred to in this paragraph) or any other information supplied in connection with the Notes or their distribution.

Citibank N.A., London Branch accepts responsibility for the information set out in the section headed "*The Issuer Account Banks and The Mortgages Trustee Account Banks - The First Issuer Account Bank and the First Mortgages Trustee Account Bank*". To the best of the knowledge and belief of Citibank N.A., London Branch (having taken all reasonable care to ensure that such is the case), the information contained in the section referred to in this paragraph is in accordance with the facts and does not omit anything likely to affect the import of such information. No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by Citibank N.A., London Branch as to the accuracy or completeness of any information contained in this Prospectus (other than in the section referred to in this paragraph) or any other information supplied in connection with the Notes or their distribution.

The Bank of New York Mellon, London Branch accepts responsibility for the information set out in the section headed "*The Issuer Account Banks and The Mortgages Trustee Account Banks - The Second*

Issuer Account Bank and the Second Mortgages Trustee Account Bank". To the best of the knowledge and belief of The Bank of New York Mellon, London Branch (having taken all reasonable care to ensure that such is the case), the information contained in the section referred to in this paragraph is in accordance with the facts and does not omit anything likely to affect the import of such information. No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by The Bank of New York Mellon, London Branch as to the accuracy or completeness of any information contained in this Prospectus (other than in the section referred to in this paragraph) or any other information supplied in connection with the Notes or their distribution.

The distribution of this Prospectus and the offering of the Notes in certain jurisdictions may be restricted by law. No representation is made by any party to a Transaction Document or by Citibank International Plc and Deutsche Bank AG, London Branch (together as the "**Arrangers**" and, together with Lloyds Bank plc, the "**Joint Lead Managers**") that this Prospectus may be lawfully distributed, or that the Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, and none of them assumes any responsibility for facilitating any such distribution or offering. In particular, save for obtaining the approval of this Prospectus as a prospectus for the purposes of the Prospectus Directive by the UK Listing Authority, no action has been or will be taken by any Transaction Party or by the Arrangers or Joint Lead Managers which would permit a public offering of the Notes or distribution of this Prospectus in any jurisdiction where action for that purpose is required.

Accordingly, the Notes may not be offered or sold, directly or indirectly, and neither this Prospectus nor any advertisement or other offering material may be distributed or published, in any jurisdiction, except under circumstances that will result in compliance with all applicable laws and regulations. Persons into whose possession this Prospectus comes are required by the Issuer, the Arrangers and the Joint Lead Managers to inform themselves about and to observe any such restriction. For a further description of certain restrictions on offers and sales of the Notes and distribution of this Prospectus (or any part hereof), see the section entitled "*Subscription and Sale*" below.

Neither the delivery of this Prospectus nor any sale or allotment made in connection with any offering of any of the Notes shall, under any circumstances, constitute a representation or create any implication that there has been no change in the information contained in this Prospectus since the date of this Prospectus.

None of the Joint Lead Managers, the Arrangers, the Note Trustee or the Security Trustee makes any representation, warranty or undertaking, express or implied, or accepts any responsibility, with respect to the accuracy or completeness of any of the information in this Prospectus or part thereof or any other information provided by the Issuer in connection with the Notes. None of the Joint Lead Managers, the Arrangers, the Note Trustee or the Security Trustee accepts any liability in relation to the information contained in this Prospectus or any other information provided by the Issuer in connection with the Notes. Each potential purchaser of Notes should determine the relevance of the information contained in this Prospectus or part hereof and the purchase of Notes should be based upon such investigation as each purchaser deems necessary. None of the Joint Lead Managers, the Arrangers, the Note Trustee or the Security Trustee undertakes or shall undertake to review the financial condition or affairs of the Issuer nor to advise any investor or potential investor in the Notes of any information coming to the attention of the Joint Lead Managers or the Arrangers.

The Notes have not been, and will not be, registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"). The Notes may not be sold or delivered, directly or indirectly, in the United States or to, or for the account or benefit of, any U.S. persons (see the section entitled "*Subscription and Sale*" below) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

None of the Issuer, the Joint Lead Managers or the Arrangers makes any representation to any prospective investor or purchaser of the Notes regarding the legality of investment therein by such prospective investor or purchaser under applicable legal investment or similar laws or regulations.

No person has been authorised to give any information or to make any representation other than as contained in this Prospectus and, if given or made, such information or representation must not be relied upon as having been authorised by or on behalf of the Issuer, the Note Trustee, the Security Trustee, the directors of the Issuer, the Joint Lead Managers or the Arrangers.

This Prospectus does not constitute an offer to sell or the solicitation of an offer to buy the Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Prospectus or any part hereof and any offering of the Notes in certain jurisdictions may be restricted by law. No action has been taken by the Issuer, the Joint Lead Managers or the Arrangers other than as set out in the paragraph headed "*Listings*" on the third page of this Prospectus that would permit a public offer of the Notes in any country or jurisdiction where action for that purpose is required. Accordingly, the Notes may not be offered or sold, directly or indirectly, and neither this Prospectus nor any part hereof nor any other Prospectus, form of application, advertisement or other offering material may be issued, distributed or published in any country or jurisdiction (including the United Kingdom), except in circumstances that will result in compliance with applicable laws, orders, rules and regulations.

Each of the Class A Notes, the Class M Notes and the Class Z Notes will be represented initially by a temporary global note in bearer form, without Coupons or Talons (each, a "**Temporary Global Note**"), which will be deposited with a common safekeeper (the "**Common Safekeeper**") for Clearstream Banking, *société anonyme* ("**Clearstream, Luxembourg**") and Euroclear Bank S.A./N.V. ("**Euroclear**") on the Closing Date. Each Temporary Global Note will be exchangeable not earlier than 40 days after the Closing Date (provided that certification of non U.S. beneficial ownership has been received) for interests in a permanent global note in bearer form, without coupons or talons, for the relevant class (each, a "**Permanent Global Note**" and, together with each Temporary Global Note, the "**Global Notes**"). The Permanent Global Notes will also be deposited with the relevant Common Safekeeper.

On 6 September 2012 the European Central Bank (the "**ECB**") announced the temporary expansion of the list of assets eligible as collateral in Eurosystem credit operations and, pursuant to this, the Eurosystem will accept, on a temporary basis, marketable debt instruments denominated in pounds sterling (among other currencies) as foreign currency-denominated collateral. The Notes are intended to be held in a manner which would allow Eurosystem eligibility that is, in a manner which would allow the Notes to be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria and potential investors in the Notes should reach their own conclusions and seek their own advice with respect to whether or not the Notes constitute Eurosystem eligible collateral.

References in this Prospectus to "**£**", "**GBP**" or "**Sterling**" are to the lawful currency for the time being of the United Kingdom of Great Britain and Northern Ireland.

Forward-Looking Statements and Statistical Information

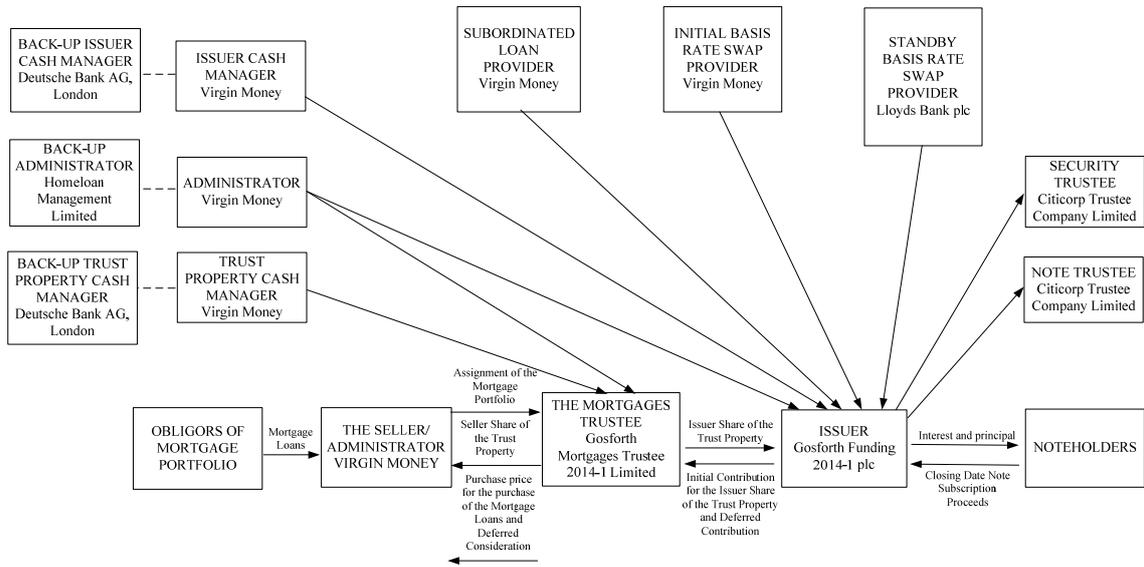
Certain matters contained in this Prospectus are forward-looking statements. Such statements appear in a number of places in this Prospectus, including with respect to assumptions on prepayment and certain other characteristics of the Mortgage Loans, and reflect significant assumptions and subjective judgments by the Issuer that may not prove to be correct. Such statements may be identified by reference to a future period or periods and the use of forward-looking terminology such as "may", "will", "could", "believes", "expects", "anticipates", "continues", "intends", "plans" or similar terms. Consequently, future results may differ from the Issuer's expectations due to a variety of factors, including (but not limited to) the economic environment and regulatory changes in the residential mortgage industry in the United Kingdom. This Prospectus also contains certain tables and other statistical analyses (the "**Statistical Information**") which have been prepared in reliance on information provided by the Issuer. Numerous assumptions have been used in preparing the Statistical Information, which may or may not be reflected in the material. As such, no assurance can be given as to the Statistical Information's accuracy, appropriateness or completeness in any particular context, or as to whether the Statistical Information and/or the assumptions upon which they are based reflect present market conditions or future market performance. The Statistical Information should not be construed as either projections or predictions or as legal, tax, financial or accounting advice. The average life of or the potential yields on any security cannot be predicted, because the actual rate of repayment on the underlying assets, as well as a number of other relevant factors, cannot be determined. No assurance can be given that the assumptions on which the possible average lives of or yields on the securities are made will prove to be realistic. None of the Issuer, the Joint Lead Managers or the Arrangers has attempted to verify any forward-looking statements or Statistical Information, nor does it make any representations, express or implied, with respect thereto. Prospective purchasers should therefore not place undue reliance on any of these forward-looking statements or Statistical Information. None of the Issuer, the Joint Lead Managers or the Arrangers

assumes any obligation to update these forward-looking statements or Statistical Information or to update the reasons for which actual results could differ materially from those anticipated in the forward-looking statements or Statistical Information, as applicable.

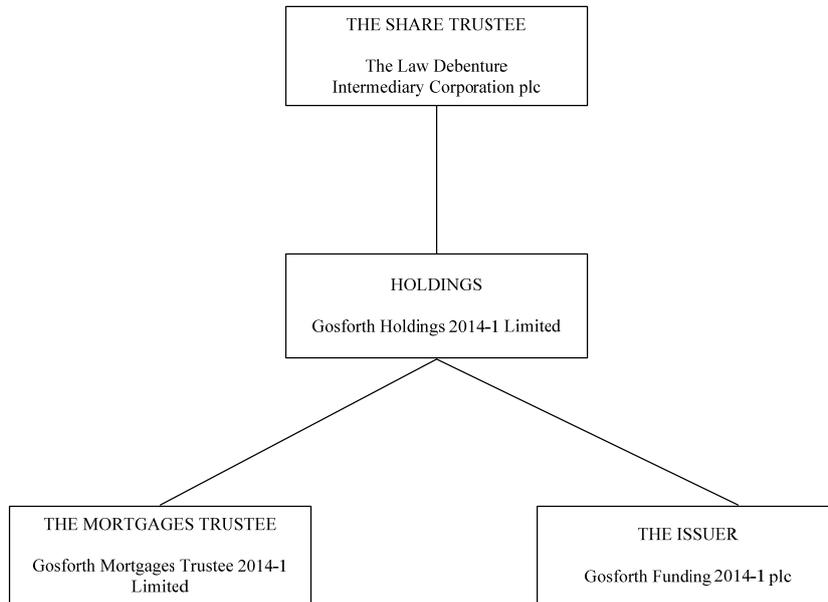
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DIAGRAMMATIC OVERVIEW OF TRANSACTION



OWNERSHIP STRUCTURE DIAGRAM



The entire issued share capital of the Issuer and the Mortgages Trustee is beneficially owned by Holdings.

The entire issued share capital of Holdings is beneficially owned by the Share Trustee.

RISK FACTORS

The following sets out the principal risks associated with an investment in the Notes. These risk factors are material to an investment in the Notes and in the Issuer. Prospective Noteholders should carefully read and consider all the information contained in this Prospectus, including the risk factors set out in this section, prior to making any investment decision.

Credit Structure

Notes are the obligations of the Issuer only

The Notes will be obligations solely of the Issuer and will not be the responsibility of, or guaranteed by, any of the other parties and no person other than the Issuer will accept any liability whatsoever to Noteholders in respect of any failure by the Issuer to make any payment of any amount due on the Notes.

Limited resources available to the Issuer

The Issuer's ability to make payments of principal and interest on the Notes and to pay its operating and administrative expenses will be funded primarily from the Issuer Share of the Trust Property.

Limited Recourse

The only assets of the Issuer available to meet the claims of, amongst others, the Noteholders will be the Charged Property. Any claim (other than those for which a provision has been made in accordance with the applicable Priority of Payments) remaining unsatisfied after the realisation of the Charged Property and the application of the proceeds thereof in accordance with the applicable Priority of Payments shall be extinguished and the Noteholders shall have no rights in respect of any such claims.

Accordingly, enforcement of the Issuer Security over the Charged Property is the only substantive remedy available for the purpose of recovering amounts owed in respect of the Notes and such enforcement may be subject to certain conditions pursuant to the Deed of Charge, including a requirement that the Security Trustee be indemnified and/or secured and/or prefunded to its satisfaction. In addition, the Issuer does not have any recourse to the assets of the Mortgages Trustee other than in accordance with the provisions of the Mortgages Trust Deed. If the Issuer Security created pursuant to the terms of the Deed of Charge is enforced, the proceeds of enforcement may be insufficient to pay all principal and interest and/or other amounts due on the Notes.

The Mortgages Trustee will have no recourse to the Seller save as provided in the Mortgage Sale Agreement (see further the section entitled "*The Mortgage Loans – Representations and Warranties*").

Credit Risk

The Issuer is subject to the risk of default in payment by the Borrowers and the failure by the Administrator, on behalf of the Mortgages Trustee and the Beneficiaries, to realise or recover sufficient funds in respect of the Mortgage Loans and Related Security in order to discharge all amounts due and owing by the relevant Borrowers under the relevant Mortgage Loans. This risk may adversely affect the Issuer's ability to make payments on the Notes but is mitigated to some extent by certain credit enhancement features for the Class A Notes and the Class M Notes, which are described in the section entitled "*Credit Structure*". However, no assurance can be made as to the effectiveness of such credit enhancement features, or that such credit enhancement features will protect the Noteholders from all risk of loss.

Liquidity Risk

The Issuer is subject to the risk of insufficiency of funds on any Payment Date as a result of payments being made late by Borrowers after the end of the relevant Trust Calculation Period. This risk is addressed to some extent in respect of the Class A Notes and the Class M Notes by the provision of liquidity from alternative sources as described in the section entitled "*Credit Structure*". However, no assurance can be made as to the effectiveness of such credit enhancement features, or that such credit enhancement features will protect the Noteholders from all risk of loss.

Subordination of Class M Notes and Class Z Notes

Payments of interest and principal on the Class A Notes will be made in priority to payments of interest and principal on the Class M Notes and the Class Z Notes. Payments of interest and principal on the Class M Notes will be made in priority to payments of interest and principal on the Class Z Notes.

There can be no assurance that these subordination provisions will protect the Class A Noteholders from all risks of loss.

Basis Risk

The Issuer is subject to:

- (a) the risk of the contractual interest rates on the Mortgage Loans being lower than that required by the Issuer in order to meet its commitments under the Notes and its other obligations, which risk is mitigated but not obviated by the Basis Rate Swaps;
- (b) the risk of default in payment by a Borrower under a Mortgage Loan with a variable rate of interest as a result of an increase in the Seller's standard variable rate or (as the case may be) the Bank of England base rate; and
- (c) the risk that any cash held by or on behalf of the Issuer may earn a rate of return below the rate of interest payable on the Notes, which risk is partially mitigated by (i) in respect of the Class A Notes and the Class M Notes only, the Liquidity Reserve Fund and the Reserve Fund and (ii) (for so long as the Mortgage Loans are fully performing) Issuer Available Revenue Receipts being expected to exceed payments of interest due under the Notes and the other expenses of the Issuer.

Such circumstances may result in the failure of the Issuer to make payments on the Notes in full.

Swap Termination Payments

If a Swap Agreement terminates (except in the case of the termination of the Initial Basis Rate Swap in circumstances where the Standby Basis Rate Swap has not been terminated (see further the section entitled "*The Swap Agreements*")), the Issuer may be obliged to pay a termination payment to the relevant Swap Provider. The amount of such termination payment will be based on the value of any benefit that would otherwise accrue to the Issuer as a result of terminating and replacing the relevant Swap Agreement. There can be no assurance that the Issuer will have sufficient funds available to make any termination payment under the relevant Swap Agreement or that the Issuer will have sufficient funds to make subsequent payments to the Noteholders in respect of the relevant Class of Notes. There can be no assurance that the Issuer will, if any Swap Agreement save for the Initial Basis Rate Swap Agreement (for so long as the Standby Basis Rate Swap Agreement is extant) terminates, be able to enter into a replacement swap, or if one is entered into, that the credit rating of the replacement swap provider will be sufficiently high to prevent a downgrading of the then current ratings of one or more Classes of the Notes by the Rating Agencies.

Except where the relevant Swap Provider has caused the relevant Swap Agreement to terminate by its own default, any termination payment in respect of a Swap Agreement due by the Issuer will rank in priority to payments due on the Class A Notes. Any additional amount required to be paid by the Issuer following termination of any such Swap Agreement (including any extra costs incurred if the Issuer cannot immediately enter into a replacement swap agreement), will also rank ahead of payments due on the Notes. Therefore, if the Issuer is obliged to make a termination payment to a Swap Provider or to pay any other additional amount as a result of the termination of the relevant Swap Agreement, this may affect the amount of funds which the Issuer has available to make payments on the Notes of any Class.

Rights Available to Holders of Notes of Different Classes

The Trust Deed will provide that, except where expressly provided otherwise, where the Note Trustee is required to have regard to the interests of the Noteholders, the Note Trustee shall have regard to the interests of the Noteholders as a Class **provided that** the Note Trustee shall have regard for so long as there are any Class A Notes outstanding, only to the interests of the Class A Noteholders if, in the Note Trustee's opinion, there is or may be a conflict between the interests of the Class A Noteholders and the interests of the Class M Noteholders and the Class Z Noteholders and, if there are no Class A Notes

outstanding, for so long as there are any Class M Notes outstanding, only to the interests of the Class M Noteholders if, in the Note Trustee's opinion, there is or may be a conflict between the interests of the Class M Noteholders and the Class Z Noteholders. As a result, more junior Noteholders may not have their interests taken into account by the Note Trustee when the Note Trustee is exercising its discretion.

Except where expressly provided otherwise, the Security Trustee is not bound to take any action under or in connection with any of the Transaction Documents, including, without limitation, enforcing the Issuer Security, unless directed to do so by the Note Trustee or, if there are no Notes outstanding, all of the other Secured Creditors, and **provided that** the Security Trustee has been indemnified and/or secured and/or prefunded to its satisfaction.

Virgin Money will purchase certain of the Class A2 Notes, and all of the Class M Notes and the Class Z Notes on the Closing Date (see "*Subscription and Sale*" below). However, while Virgin Money is the beneficial owner of any Class of Notes, it will not be entitled to vote in respect of them.

Risks in respect of amendments to the Transaction Documents

The Note Trustee shall be obliged, without any consent or sanction of the Noteholders, or, subject to the receipt of consent from any of the Secured Creditors party to the Transaction Document being modified or which, as a result of such amendment, would be further contractually subordinated to any Secured Creditor than would otherwise have been the case prior to such amendment, any of the other Secured Creditors, to concur with the Issuer in making any modification (other than in respect of a Basic Terms Modification) to the Conditions or any other Transaction Document to which it is a party or in relation to which it holds security that the Issuer considers necessary, for the purpose of complying with, or implementing or reflecting, any change in the criteria of one or more of the Rating Agencies which may be applicable from time to time.

In relation to any such proposed amendment, the Issuer is required to give at least 30 calendar days' notice to the Noteholders of each Class of the proposed modification in accordance with Condition 14 (*Notice to Noteholders*) and by publication on Bloomberg on the "Company News" screen relating to the Notes. However, Noteholders should be aware that in relation to such amendments, if Noteholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the Most Senior Class of Notes then outstanding have not contacted the Note Trustee in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Notes may be held) within such notification period notifying the Note Trustee that such Noteholders do not consent to the modification, the modification will be passed without Noteholder consent.

If Noteholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the most senior Class of Notes then outstanding have notified the Issuer or the Principal Paying Agent in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Notes may be held) within the notification period referred to above that they do not consent to the modification, then such modification will not be made unless an Extraordinary Resolution of the Noteholders of the most senior Class of Notes then outstanding is passed in favour of such modification in accordance with Condition 11 (*Meetings of Noteholders, Modification and Waiver*).

The full requirements in relation to any modification for the purpose of complying with, or implementing or reflecting, any change in the criteria of one or more of the Rating Agencies which may be applicable from time to time is set out in Condition 11(F) (*Additional Right of Modification*).

In addition, Noteholders should be aware that the Note Trustee may agree with the Issuer and/or any other person, or direct the Security Trustee to agree with the Issuer and/or any other person to make certain modifications or amendments to the Conditions or the Transaction Documents without the consent of the Noteholders in certain circumstances as set out in Condition 11(E) (*Modifications and Determinations by the Note Trustee*).

Yield and Prepayment Considerations

The yield to maturity of the Notes of each Class will depend on, among other things, the amount and timing of payment of principal and interest (including prepayments, sale proceeds arising on enforcement of a Mortgage Loan and repurchases due to breaches of representations and warranties or due to making Further Advances or Product Switches) on the Mortgage Loans and the price paid by the holders of the

Notes of each Class. Such yield may be adversely affected by, amongst other things, a higher or lower than anticipated rate of prepayments on the Mortgage Loans.

The rate of prepayment of Mortgage Loans is influenced by a wide variety of economic, social and other factors, including prevailing mortgage market interest rates, the availability of alternative financing programmes, local and regional economic conditions and homeowner mobility. No assurance can be given as to the level of prepayment that the Mortgage Portfolio will experience. If prepayments occur less frequently than anticipated, then the amortisation of the Notes may take much longer than is presently anticipated and the actual yields on the Notes may be lower than anticipated.

At any time on or after the Relevant Step-Up Date for a Class of Notes, the Issuer may, subject to the Conditions, redeem the relevant Class of Notes in full. In addition, on the Payment Date on which the aggregate Principal Amount Outstanding of all the Notes is or will be equal to or less than 10 per cent. of the aggregate Principal Amount Outstanding of all such Notes on the Closing Date, the Issuer may, subject to the Conditions, redeem all of the Notes. In addition, the Issuer may, subject to the Conditions, redeem all of the Notes if a change in tax law results in the Issuer being required to make a deduction or withholding for or on account of tax. This may adversely affect the yield to maturity on the Notes.

Risk relating to payment of principal on the Class A1 Notes

Noteholders should note that, prior to a Pass-Through Trigger Event, the Class A1 Notes are subject to controlled amortisation in an amount up to the Target Amortisation Amount on each Payment Date in accordance with Condition 5(B) (*Mandatory Redemption of the Notes in Part*). Repayment of the Target Amortisation Amount on each Payment Date is dependent on there being sufficient Issuer Available Principal Receipts available to the Issuer to pay the Target Amortisation Amount and items ranking senior thereto in the Issuer Pre-Acceleration Priority of Payments on the relevant Payment Date (See "*Terms and Conditions of the Notes*" for further information). Sufficiency of Issuer Available Principal Receipts is ultimately dependent on receipt by the Mortgages Trustee of Principal Receipts from the Borrowers under the Mortgage Loans (See "*Risk Factors - Credit Risk*" and "*Cashflows*" for further information). No assurance is given that the Issuer will have sufficient Issuer Available Principal Receipts available to it on any Payment Date to make payments of the Target Amortisation Amount in full. However, non payment of any amount of the Target Amortisation Amount will not constitute a Note Event of Default or a Pass-Through Trigger Event if the Issuer does not have sufficient Issuer Principal Receipts to pay such amount and amounts ranking senior thereto in the Issuer Pre-Acceleration Priority of Payments.

Deferral of interest payments on the Class M and the Class Z Notes

If, on any Payment Date, the Issuer has insufficient funds to make payment in full of all amounts of interest (including any accrued interest thereon) payable in respect of the Class M Notes and the Class Z Notes, after having paid or provided for items of higher priority in the Issuer Pre-Acceleration Revenue Priority of Payments, then that amount shall not be due and payable and the Issuer will be entitled under Condition 4(C)(i) (*Deferral of Interest*) to defer payment of that amount (to the extent of the insufficiency) until the following Payment Date or such earlier date as interest in respect of the relevant class of Notes becomes immediately due and repayable in accordance with the Conditions and it shall not constitute a Note Event of Default. To the extent that there are insufficient funds on the following Payment Date or such earlier date as interest in respect of such class of Notes is scheduled to be paid in accordance with the Conditions, the deferral of interest shall continue until the Final Redemption Date. However, if there is insufficient money available to the Issuer to pay interest (including any deferred interest) on the Class M or the Class Z Notes, then the relevant Noteholders may not receive all interest amounts.

Ratings of the Notes

A rating is not a recommendation to buy, sell or hold securities and there is no assurance that any such ratings will continue for any period of time or that they will not be reviewed, revised, suspended or withdrawn entirely by any one or more of the Rating Agencies as a result of changes in or unavailability of information or if, in the judgement of the Rating Agencies, circumstances so warrant. At any time, a Rating Agency may revise its relevant rating methodology, with the result that any rating assigned to the Class A Notes and the Class M Notes may be lowered or withdrawn. A qualification, downgrade or withdrawal of any of the ratings mentioned above may impact upon the value of the Class A Notes and the Class M Notes.

Agencies other than the Rating Agencies could seek to rate the Notes and if such "unsolicited ratings" are lower than the comparable ratings assigned to the Notes by the Rating Agencies, those unsolicited ratings could have an adverse effect on the value of the Notes. For the avoidance of doubt and unless the context otherwise requires, any reference to "**ratings**" or "**rating**" in this Prospectus is to the ratings assigned by the specified Rating Agencies only.

In general, European regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and registered under the CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended).

Ratings confirmation in relation to the Notes in respect of certain actions

The terms of certain Transaction Documents require the Rating Agencies to confirm that certain actions proposed to be taken by the Issuer and the Note Trustee will not have an adverse effect on the then current rating of the Notes (a "**Ratings Confirmation**").

A Ratings Confirmation that any action proposed to be taken by the Issuer or the Note Trustee will not have an adverse effect on the then current rating of the Notes does not, for example, confirm that such action (i) is permitted by the terms of the Transaction Documents or (ii) is in the best interests of, or not prejudicial to, the Noteholders. While each of the Secured Creditors (including the Noteholders), the Issuer or the Note Trustee (as applicable) are entitled to have regard to the fact that the Rating Agencies have confirmed that the then current rating of the relevant Class (or sub-Class) of Notes would not be adversely affected, a Ratings Confirmation does not impose or extend any actual or contingent liability on the Rating Agencies to the Secured Creditors (including the Noteholders), the Issuer, the Note Trustee or any other person or create any legal relationship between the Rating Agencies and the Secured Creditors (including the Noteholders), the Issuer, the Note Trustee or any other person whether by way of contract or otherwise.

Any such Ratings Confirmation may or may not be given at the sole discretion of each Rating Agency. It should be noted that, depending on the timing of delivery of the request and any information needed to be provided as part of any such request, it may be the case that a Rating Agency cannot provide a Ratings Confirmation in the time available or at all, and the Rating Agency should not be responsible for the consequences thereof. A Ratings Confirmation, if given, will be given on the basis of the facts and circumstances prevailing at the relevant time and in the context of cumulative changes to the transaction of which the securities form part since the Closing Date. A Ratings Confirmation represents only a restatement of the opinions given as at the Closing Date and cannot be construed as advice for the benefit of any parties to the transaction.

Certain Rating Agencies (including Fitch) have indicated that they will no longer provide Ratings Confirmations as a matter of policy. To the extent that a Ratings Confirmation cannot be obtained, whether or not a proposed action will ultimately take place will be determined in accordance with the provisions of the relevant Transaction Documents and specifically the relevant modification and waiver provisions.

As a result if action is not taken due to, or is taken in, the absence of a Ratings Confirmation it could result in the Class A Notes and the Class M Notes being downgraded by one or more Rating Agencies.

Absence of Secondary Market; Limited Liquidity

No assurance is provided that there is an active and liquid secondary market for the Notes, and no assurance is provided that a secondary market for the Notes will develop or, if it does develop, that it will provide Noteholders with liquidity of investment for the life of the Notes. Any investor in the Notes must be prepared to hold their Notes for an indefinite period of time or until their Final Maturity Date or alternatively such investor may only be able to sell the Notes at a discount to the original purchase price of those Notes.

The secondary market for mortgage-backed securities similar to the Notes has, at times, experienced limited liquidity. Limited liquidity in the secondary market may have an adverse effect on the market value of mortgage-backed securities, especially those securities that are more sensitive to prepayment, credit or interest rate risk and those securities that have been structured to meet the requirements of limited categories of investors.

Additionally, there can be no assurance that the market for mortgage-backed securities will continue to recover at all or to the same degree as other recovering global credit market sectors. If wholesale funding markets do not continue to improve, or deteriorate further, it may have an adverse effect on Virgin Money (in its various capacities including as Seller, Administrator, Trust Property Cash Manager, Issuer Cash Manager and Initial Basis Rate Swap Provider).

Whilst central bank schemes such as the Bank of England's Discount Window Facility, the Extended Term Collateral Repo and Funding for Lending Scheme and the European Central Bank liquidity scheme provide an important source of liquidity in respect of eligible securities, such as mortgage-backed securities, the eligibility criteria have become and are expected to continue to become more restrictive, which is likely to adversely impact secondary market liquidity for mortgage-backed securities in general, regardless of whether the Notes are eligible securities for the purpose of such facilities. No assurance is given that any Class of Notes will be eligible for any specific central bank liquidity schemes.

The Funding for Lending scheme was announced by the Bank of England on 13 July 2012 and was extended on 24 April 2013 to 31 January 2015. The scheme allows banks to swap qualifying collateral pre-positioned at the Bank of England for treasury bills for a period of four years, in exchange for a fee. During the original scheme period from 1 August 2012 to 31 January 2014, each participant bank was able to borrow an amount of up to 5 per cent. of its end of June 2012 stock of existing loans to the UK non-financial sector, plus any expansion of its lending during the reference period from that date until the end of 2013. During the extended scheme period from 3 February 2014 to 30 January 2015, each participant bank will be able to borrow an amount up to 5 per cent. of its group-wide (including some of its non-bank provider subsidiaries, but excluding SPVs related to securitisation) net lending to the UK non-financial sector over the period from 1 April 2013 to 31 December 2014, with the net lending to small and medium sized enterprises carrying a greater weighting factor in the calculation of borrowing allowance. Banks are able to borrow during the 30 months from 1 August 2012 until 31 January 2015. This scheme could significantly reduce the amount of UK residential mortgage backed security issuances to the primary market, which in turn could affect the level of liquidity in the secondary market for these securities.

Change of counterparties

The parties to the Transaction Documents who receive and hold monies or provide support to the transaction pursuant to the terms of such documents (such as the Mortgages Trustee Account Banks, the Issuer Account Banks, the Issuer Swap Collateral Account Banks and the Swap Providers) are required to satisfy certain criteria in order that they can continue to be a counterparty to the Issuer.

These criteria may include requirements imposed by the FCA under the Financial Services and Markets Act 2000 (the "FSMA") and requirements in relation to the short-term and long-term issuer default ratings ascribed to such party by Fitch and the ratings of the short-term and long-term unsecured, unsubordinated and unguaranteed debt obligations of such party by Moody's. If the party concerned ceases to satisfy the applicable criteria, including the ratings criteria detailed above, then the rights and obligations of that party (including the right or obligation to receive monies on behalf of the Issuer) may be required to be transferred to another entity which does satisfy the applicable criteria. In these circumstances, the terms agreed with the replacement entity may not be as favourable as those agreed with the original party pursuant to the relevant Transaction Document and the cost to the Issuer may therefore increase. This may reduce amounts available to the Issuer to make payments of interest on the Notes.

In addition, should the applicable criteria cease to be satisfied, then the parties to the relevant Transaction Document may agree to amend or waive certain of the terms of such document, including the applicable criteria, in order to avoid the need for a replacement entity to be appointed. The consent of Noteholders may not be required in relation to such amendments and/or waivers.

Conflicts

Where a party to the Transaction Documents and/or any of its affiliates act in numerous capacities (including, but not limited to swap providers) there may be actual or potential conflicts between (1) the interests of such party and/or any such affiliates in such various capacities and (2) the interests of the Noteholders and such transaction parties and/or any such affiliates. If such conflicts arise, the effect on Noteholders would be unknown.

Mortgages Trust

Equitable Interest and Declaration of Trust

The transfer of the Mortgage Loans and their Related Security by the Seller to the Mortgages Trustee will take effect in equity only (until legal title is conveyed following the occurrence of a Relevant Event). This means that in respect of the Mortgage Loans, the Mortgages Trustee will not acquire legal title and, in the case of registered land, will not be registered as proprietor and legal owner of the Mortgage at the Land Registry.

Notice of assignment of the Mortgage Loans will not be given to Borrowers at the time of the assignment but may be given on the occurrence of any of the Relevant Events, which oblige the Seller to transfer legal title to the Mortgage Loans at which point the Mortgages Trustee will, pursuant to the Mortgage Sale Agreement, submit an application for the transfer of the Mortgages to be registered at the Land Registry. The Seller will hold the legal title to the Mortgage Loans as bare trustee for the Mortgages Trustee who will hold its interest as bare trustee for the Beneficiaries according to the terms of the Mortgages Trust Deed.

The holding of the whole beneficial interest in the Mortgages and not the legal estate has four main legal consequences in England and Wales, being the following:

- (a) for so long as the Mortgages Trustee holds only the whole beneficial interest in the Mortgage Loans and their Related Security and not the legal estate, the interest of the Mortgages Trustee in the Mortgage Loans and their Related Security may (particularly in the case of a Mortgage where there is no restriction on the title against registration of any interests) become subject to interests of third parties (whether legal or equitable) created after the creation of the equitable interest of the Mortgages Trustee and before the transfer to it of the legal estate is perfected. The Mortgages Trustee's equitable interest may also be defeated by a subsequent purchaser or transferee for value of the Mortgage Loans and their Related Security;
- (b) although as between the Seller and the Mortgages Trustee, under the Administration Agreement, the Seller has agreed that it will not vary any of the terms of the Mortgage Loans or their Related Security, however it may in its capacity as Administrator vary certain terms in certain circumstances as set out in the Administration Agreement. As between any Borrower and the Mortgages Trustee, if the Seller were to modify the terms of the Mortgage Loans and their Related Security the revised terms would apply and the Mortgages Trustee would only have recourse against the Seller for breach of contract or breach of trust;
- (c) for so long as the Mortgages Trustee holds only an equitable interest, it must join the Seller as a party to any legal proceedings which it may want to take against any Borrower. In this regard, the Seller will undertake for the benefit of the Issuer and the Mortgages Trustee that it will lend its name to, and take such other steps as may reasonably be required by the Issuer, the Mortgages Trustee or the Security Trustee in relation to, any legal proceedings in respect of the Mortgage Loans or their Related Security;
- (d) unless and until a Borrower has notice of the transfer to the Mortgages Trustee of the relevant Mortgage Loan, such Borrower is not bound to make payment to anyone other than the person to whom he or she made such payments before the transfer took place (being the Seller) and can obtain a valid discharge from such person. However, the Seller will hold all amounts received in relation to the Mortgage Loans on trust for the Mortgages Trustee; and
- (e) unless and until a Borrower has notice of the sale, equitable rights of set-off may accrue in favour of such Borrower against his or her obligation to make payments under the relevant Mortgage

Loans to the Seller. These rights may result in the Issuer receiving less money than anticipated from the Mortgage Loans.

Once notice has been given to the Borrowers of the assignment of the Mortgage Loans and their Related Security to the Mortgages Trustee, independent set-off rights which a Borrower has against the Seller (such as, for example, set-off rights associated with Borrowers holding deposits with the Seller) will crystallise and further rights of independent set-off would cease to accrue from that date and no new rights of independent set-off could be asserted following that notice. Set-off rights arising under "transaction set-off" (which are set-off claims arising out of a transaction connected with the Mortgage Loan) will not be affected by that notice and will continue to exist.

If any of the risks described above were to occur then the realisable value of the Mortgage Portfolio or any part thereof may be affected.

Under the Mortgage Sale Agreement, the Seller will grant to the Mortgages Trustee a power of attorney to give it the power to do all further things and take all necessary action to perfect the transfer of legal title to the Mortgage Loans and their Related Security following the occurrence of a Relevant Event.

Seller Share of the Trust Property

The Seller Share of the Trust Property does not provide credit enhancement for the Issuer Share of the Trust Property.

The Seller Share can only be reduced below the Minimum Seller Share by (i) the allocation of Losses and Denominator Reduction Amounts to the Seller in proportion to the Seller Share Percentage of the Trust Property (see "*The Mortgages Trust – Losses*"), (ii) by the principal balance of Mortgage Loans which the Seller has failed to repurchase following a breach of warranty in respect of such Mortgage Loan and (iii) the allocation of Principal Receipts to the Seller. If and for so long as the Seller Share is zero, any Losses occurring prior to any subsequent increase in the Seller Share will be applied entirely in reduction of the Issuer Share. In these circumstances there is a risk that the Issuer will have insufficient funds to make payment of all amounts due on the Notes or that payments may not be made when due.

Although there are consequences for the Seller if the Seller Share drops below the Minimum Seller Share, save to the extent that the Seller is required to make a Mandatory Seller Cash Contribution, there is no direct obligation on the Seller to maintain the Seller Share at or above the Minimum Seller Share level. However, reduction of the Seller Share to below the Minimum Seller Share that is not cured within a particular timeframe will result in a Pass-Through Trigger Event.

Changes to the Trust Property

In order to promote the retention of Borrowers, the Seller may periodically contact certain Borrowers in order to encourage a Borrower to review the Seller's other mortgage products and to discuss offering that Borrower an alternative Virgin Money mortgage product. The Seller also may periodically contact Borrowers in the same manner in order to offer to a Borrower the opportunity to apply for a Further Advance. The employee of the Seller who contacts a Borrower will not know whether that Borrower's mortgage loan has been sold to the Mortgages Trustee.

Generally, the Borrowers that the Seller may periodically contact are those Borrowers whose mortgage loans are not in arrears and who are otherwise in good standing. Before these Borrowers switch to a different mortgage product or take a Further Advance, if the Borrower's mortgage loan is in the Mortgage Portfolio, the Administrator may not accept an application from, or issue an offer for, a Product Switch or Further Advance in respect of a Mortgage Loan unless the Seller has confirmed that it will purchase the Mortgage Loan and the Product Switch or Further Advance may not be effected or made, as the case may be, unless and until the Seller has repurchased the Mortgage Loan in accordance with the Mortgage Sale Agreement. If such a repurchase occurs, the percentage of fully performing Mortgage Loans in the Mortgage Portfolio may decrease, which could delay or reduce payments made on the Notes.

Servicing and Third Party Risk

Administration by the Administrator

The Administrator will have the right to determine the interest rates to be charged under the Mortgage Loans (other than in respect of Fixed Rate Mortgage Loans and Tracker Rate Mortgage Loans for the period of time that they are subject to a fixed or tracker rate of interest). The Administration Agreement will require that the Administrator acts as a prudent residential mortgage administrator acting reasonably in determining such interest rates. The Issuer will be dependent upon the performance by the Administrator of its obligations under the Administration Agreement in order to receive its share of amounts due from Borrowers under the Mortgage Loans. If the appointment of the Administrator as administrator is terminated in accordance with the provisions of the Administration Agreement, pursuant to the terms of the Back-Up Administration Agreement, the Back-Up Administrator is required to perform the services to be provided by the Administrator set out in the Administration Agreement (the "**Administration Services**") in respect of the Mortgage Loans on the terms set out in the Administration Agreement.

If the appointment of the Administrator is terminated and the performance of the Administration Services is assumed by the Back-Up Administrator in accordance with the terms of the Administration Agreement, the collection of payments on the Mortgage Loans and the provision of the Administration Services could be disrupted during the transitional period in which the performance of the Administration Services is transferred to the Back-Up Administrator. Any failure or delay in collection of payments on the relevant Mortgage Loans resulting from a disruption in the administration of the Mortgage Loans could ultimately adversely affect payments of interest and principal on the Notes. A failure or delay in the performance of the Administration Services, in particular reporting obligations, could affect the payments of interest and principal on the Notes (as to which see "*Determination and Reconciliation*") in the section entitled "*Cash Management for the Mortgages Trustee*"). Such risk is mitigated by the provisions of the Back-Up Administration Agreement pursuant to which the Back-Up Administrator is required to receive from the Administrator on a continuous basis servicing related information and to update and set up its systems to ensure that it can replace the Administrator at short notice after the appointment of the Administrator is terminated.

The Administrator has no obligation itself to advance payments that Borrowers fail to make in a timely fashion. Additionally, if the Administrator fails to act as a prudent residential mortgage administrator the percentage of fully performing Mortgage Loans in the Mortgage Portfolio may decrease, which could delay or reduce payments made on the Notes.

The Back-Up Administrator

If the appointment of the Back-Up Administrator is terminated or if the Back-Up Administrator is unable to perform the Administration Services following an Administrator Termination Event, there can be no assurance that a replacement back-up administrator with sufficient experience of administering mortgages of residential properties would be found who would be willing and able to service the Mortgage Loans. In addition, as described below, any such back-up administrator will be required to be authorised under the FSMA in order to administer Mortgage Loans that constitute Regulated Mortgage Contracts. The ability of any entity acting as a back-up administrator to fully perform the required administration services would depend, among other things, on the information, software and records available at the time of the appointment. Any delay or inability to appoint a replacement back-up administrator may affect payments on the Mortgage Loans and hence the Issuer's ability to make payments when due on the Notes.

The failure of the Back-Up Administrator to assume performance of the Administration Services following the termination of the appointment of the Administrator as administrator in accordance with the Administration Agreement could result in the failure or delay in collection of payments on the relevant Mortgage Loans and ultimately could adversely affect payments of interest and principal on the Notes. Similarly, if the Back-Up Administrator assumes performance of the Administration Services as replacement Administrator, there can be no assurance that, if required, a replacement back-up administrator could be found. The Back-Up Administrator has no obligation itself to advance payments that Borrowers fail to make in a timely fashion.

Other Third Party Risks

The principal source of income for repayment of the Notes by the Issuer derives from the Issuer Share of the Trust Property. The Trust Property is held on trust by the Mortgages Trustee for the Seller and the Issuer as the beneficiaries (the "**Beneficiaries**" and each, a "**Beneficiary**"). If the timing and payment of the Mortgage Loans comprising the Trust Property is adversely affected by any of the risks described in this section, then the payments on the Notes could be reduced or delayed.

Both the Mortgages Trustee and the Issuer are, respectively, parties to contracts with third parties that have agreed to perform certain services for each of them under the transaction described in this Prospectus. In particular, but without limitation, the Swap Providers have agreed to provide hedging to the Issuer, the Corporate Services Provider has agreed to provide corporate services to each of the Mortgages Trustee and the Issuer, and the Paying Agents and Agent Bank have agreed to provide payment and calculation services to the Issuer in connection with the Notes. In the event that any relevant third party were to fail to perform its obligations under the respective agreements to which it is a party, payments on the Notes may be adversely affected.

The Mortgage Portfolio

Default by Borrowers in paying amounts due on their Mortgage Loans

Borrowers may default on their obligations under the Mortgage Loans. Defaults may occur for a variety of reasons. The Mortgage Loans are affected by credit, liquidity and interest rate risks. Various factors influence mortgage delinquency rates, prepayment rates, repossession frequency and the ultimate payment of interest and principal, such as changes in the national or international economic climate, regional economic or housing conditions, changes in tax laws, interest rates, inflation, the availability of financing, yields on alternative investments, political developments and government policies. Although interest rates are currently at a historical low, this may change in the future and an increase in interest rates may adversely affect Borrowers' ability to pay interest or repay principal on their Mortgage Loans.

Other factors in Borrowers' personal or financial circumstances may affect the ability of Borrowers to repay Mortgage Loans. Unemployment, loss of earnings, illness, relationship breakdown and other similar factors may lead to an increase in delinquencies by and bankruptcies of Borrowers, and could ultimately have an adverse impact on the ability of Borrowers to repay the Mortgage Loans. In addition, the ability of a Borrower to sell a property given as security for a Mortgage Loan at a price sufficient to repay the amounts outstanding under that Mortgage Loan will depend upon a number of factors, including the availability of buyers for that property, the value of that property and property values in general at the time.

If a Borrower fails to repay its Mortgage Loan and the related Mortgaged Property is repossessed, the likelihood of there being a net loss on disposal of the Mortgaged Property is increased by a higher loan-to-value ratio.

In order to enforce a power of sale in respect of a Mortgaged Property, the relevant mortgagee (which may be the Seller or the Mortgages Trustee) must first obtain possession of the relevant property. Possession is usually obtained by way of a court order or decree although this can be a lengthy and costly process and will involve the mortgagee assuming certain risks. If obtaining possession of properties in such circumstances is lengthy or costly, the Issuer's ability to make payments on the Notes may be reduced. The Issuer's ability to make such payment may be reduced further if the mortgagee's method for obtaining possession of properties permitted by law is restricted in the future. See the risk factor entitled "*Expansion of MCOB regulation*" below.

Increases in prevailing market interest rates may adversely affect the ability of Borrowers to pay amounts due under their Mortgage Loans

Borrowers with a Mortgage Loan subject to a variable rate of interest or with a Mortgage Loan for which the related interest rate adjusts following an initial fixed rate or low introductory rate, as applicable, may be exposed to increased monthly payments if the related mortgage interest rate adjusts upward (or, in the case of a mortgage loan with an initial fixed rate or low introductory rate, at the end of the relevant fixed or introductory period). This increase in Borrowers' monthly payments, which (in the case of a Mortgage Loan with an initial fixed rate or low introductory rate) may be compounded by any further increase in

the related mortgage interest rate during the relevant fixed or introductory period, ultimately may result in higher delinquency rates and losses in the future.

Borrowers seeking to avoid these increased monthly payments (caused by, for example, the expiry of an initial fixed rate or low introductory rate, or a rise in the related mortgage interest rates) by refinancing their mortgage loans may no longer be able to find available replacement loans at comparably low interest rates. Any decline in housing prices may also leave Borrowers with insufficient equity in their homes to permit them to refinance.

These events, alone or in combination, may contribute to higher delinquency rates, slower prepayment rates and higher losses on the Mortgage Portfolio, which in turn may affect the ability of the Issuer to make payments of interest and principal on the Notes.

Decline in Property Values

The value of the Related Security in respect of the Mortgage Loans may be affected by, among other things, a decline in residential property values in England and Wales. If the residential property market in England and Wales should experience an overall decline in property values, such a decline could in certain circumstances result in the value of the Related Security being significantly reduced and, in the event that the Related Security is required to be enforced, may result in an adverse effect on the Notes.

The Issuer cannot guarantee that the value of a Property will remain at the same level as on the date of origination of the related Mortgage Loan. The recent downturn in the UK economy had a negative effect on the housing market. A fall in property prices resulting from the deterioration in the housing market could result in losses being incurred where the net recovery proceeds are insufficient to redeem outstanding Mortgage Loans. If the value of the Related Security backing the Mortgage Loans is reduced this may ultimately result in losses to Noteholders if the Related Security is required to be enforced and the resulting proceeds are insufficient to make payments on all Notes.

Borrowers may have insufficient equity to refinance their Mortgage Loans with lenders other than the Seller and may have insufficient resources to pay amounts in respect of their Mortgage Loans as and when they fall due. This could lead to higher delinquency rates and losses which in turn may adversely affect payments on the Notes.

Geographic Concentration Risks

Mortgage Loans in the Mortgage Portfolio may also be subject to geographic concentration risks within certain regions of England and Wales. To the extent that specific geographic regions within England and Wales have experienced or may experience in the future weaker regional economic conditions and housing markets than other regions in England and Wales, a concentration of the Mortgage Loans in such a region may be expected to exacerbate the risks relating to the Mortgage Loans described in this section. Certain geographic regions within England and Wales rely on different types of industries. Any downturn in a local economy or particular industry may adversely affect the regional employment levels and consequently the repayment ability of the Borrowers in that region or in the region that relies most heavily on that industry. Any natural disasters in a particular region may reduce the value of affected Mortgaged Properties. This may result in a loss being incurred upon sale of the Mortgaged Property. These circumstances could affect receipts on the Mortgage Loans and ultimately result in losses on the Notes. For an overview of the geographical distribution of the Mortgage Loans, see "*Provisional Mortgage Portfolio – Geographical Distribution of Mortgaged Properties*".

Repurchases of Mortgage Loans by the Seller

In the event of the repurchase by the Seller of Mortgage Loans for (i) breaches of representations and warranties or (ii) in anticipation of a Product Switch or Further Advance, the payment received by the Mortgages Trustee will have the same effect as a prepayment of such Mortgage Loan or Mortgage Loans.

As the decision whether a Product Switch is implemented or a Further Advance is offered to and accepted by the Borrower, or whether the application of a Borrower for a Product Switch or Further Advance is accepted, is not within the control of the Issuer or the Mortgages Trustee, there can be no assurance as to the level of effective prepayments that the Mortgage Portfolio may experience as a result.

In addition, no assurance can be given that the Seller will have sufficient funds to repurchase any Mortgage Loan and its Related Security in these circumstances. If the Seller fails to repurchase any such Mortgage Loans and their Related Security, this may have an adverse effect on the Trust Property and the Issuer's ability to make payments in respect of the Notes may be adversely affected.

Overpayments and Prepayments

The Mortgage Loans provide the Borrower with a range of options that gives that Borrower some flexibility in the timing and amount of principal and other payments made under the Mortgage Loan. Subject to the terms and conditions of the Mortgage Loans (which may require in some cases notification to the Seller and in other cases the consent of the Seller), a Borrower may "overpay" or prepay principal on any day or make a Borrow-back in specified circumstances. In addition, certain of the Seller's Mortgage Loan products allow the Borrower to make overpayments or repay the entire current balance under the Mortgage Loan at any time without incurring an Early Repayment Charge. For a detailed summary of the characteristics of the Mortgage Loans, see "*The Mortgage Loans – Characteristics of the Mortgage Loans – Mortgage Loans*".

To the extent that Borrowers under Mortgage Loans consistently prepay principal more quickly than otherwise expected, the timing of payments on the Notes may in some circumstances be adversely affected.

No Independent Investigation; Reliance on Warranties

None of the Issuer, the Mortgages Trustee or the Security Trustee has undertaken or will undertake any investigation, search or other action to verify the details of the Mortgage Loans or their Related Security comprising the Mortgage Portfolio or to establish the creditworthiness of any Borrower, and will instead rely on the warranties given by the Seller in the Mortgage Sale Agreement.

The Mortgage Sale Agreement provides that in respect of a material breach of a Loan Warranty (which, if capable of remedy, is not remedied within the specified time) each of the Issuer, the Mortgages Trustee and the Security Trustee may require the Seller to repurchase the relevant Mortgage Loan in exchange for payment of the Repurchase Price. There can be no assurance that the Seller will have the financial resources to repurchase any Mortgage Loan and its Related Security.

Interest-only Mortgage Loans

The Provisional Mortgage Portfolio includes interest-only Mortgage Loans and combination repayment and interest-only Mortgage Loans (as described in the section entitled "*The Mortgage Loans – Characteristics of the Mortgage Loans – Repayment Terms*"). The percentage of the aggregate Current Balance of the Mortgage Loans in the Provisional Mortgage Portfolio as at the Provisional Mortgage Portfolio Information Date comprising Mortgage Loans made on an interest-only basis is described in the section entitled "*The Provisional Mortgage Portfolio*".

Neither the interest-only Mortgage Loans nor the interest-only portion of any combination Mortgage Loan includes scheduled amortisation of principal. Instead the principal must be repaid by the Borrower in a lump sum at maturity of the Mortgage Loan (however, Borrowers have the ability to repay the Mortgage Loans earlier and some do so).

For interest-only Mortgage Loans with a capital repayment vehicle or a combination Mortgage Loan with a capital repayment vehicle the Borrower is recommended to put in place an investment plan or other repayment mechanism forecast to provide sufficient funds to repay the principal due at the end of the term. The ability of a Borrower to repay the principal on an interest-only Mortgage Loan or the final payment of principal on a combination Mortgage Loan at maturity depends on that Borrower's responsibility to ensure that sufficient funds are available from an investment plan or another source, such as ISAs, pension policies, personal equity plans or endowment policies. However, there can be no assurance that there will be sufficient funds from any investment plan to repay the principal or (in the case of a combination Mortgage Loan) the part of the principal that it is designed to cover.

The Seller does not (and in certain circumstances cannot) take security over investment plans. Consequently, in the case of a Borrower in poor financial condition, the investment plan (if any) will be an asset available to meet the claims of other creditors. The Seller also recommends that the Borrower

takes out term life assurance cover in relation to the Mortgage Loan, although the Seller again does not take security over such policies.

The ability of a Borrower to repay the principal on an interest-only Mortgage Loan or the final repayment of principal on a combination Mortgage Loan at maturity also depends on the financial condition of the Borrower, tax laws and general economic conditions at the time. There can be no assurance that the Borrower will have the funds required to repay the principal at the end of the term. If a Borrower cannot repay the Mortgage Loan and a loss occurs on the Mortgage Loan, then this may affect payments on the Notes.

Set-offs arising under Mortgage Loans

As described in the section entitled "*Risk Factors – Mortgages Trust – Equitable Interest and Declaration of Trust*", the Seller has made an equitable assignment of the relevant Mortgage Loans and Mortgages to the Mortgages Trustee, with legal title being retained by the Seller. Therefore, the rights of the Mortgages Trustee may be subject to the direct rights of the Borrowers against the Seller, including rights of set-off existing prior to notification to the Borrowers of the assignment in respect of the Mortgage Loans and the Mortgages. Such set-off rights may arise if the Seller fails to advance a Cash Borrow-back to a Borrower under a Mortgage Loan when the Borrower is entitled to such Cash Borrow-back. A Borrower's request for a Cash Borrow-back is subject to the Seller's agreement in each case. The Seller will agree to a Cash Borrow-back where the Borrower is able to demonstrate that he will continue to be able to afford the revised monthly payment following the advance of the Cash Borrow-back. Please see "*The Mortgage Loans – Cash Borrow-backs*" below.

If the Seller fails to advance the Cash Borrow-back in accordance with the relevant Mortgage Loan, then the relevant Borrower may argue that it is entitled to set-off any damages claim arising from the Seller's breach of contract against the Seller's (and, as equitable assignee of the Mortgage Loans and the Mortgages, the Mortgages Trustee's) claim for payment of principal and/or interest under the Mortgage Loan when it becomes due.

The amount of the claim in respect of a Cash Borrow-back will, in many cases, be the cost to the Borrower of finding an alternative source of funds. The Borrower may obtain a mortgage loan elsewhere in which case the damages would be equal to any difference in the borrowing costs together with any consequential losses, namely the associated costs of obtaining alternative funds (for example, legal fees and survey fees). If the Borrower is unable to obtain an alternative mortgage loan, he or she may have a claim in respect of other losses arising from the Seller's breach of contract where there are special circumstances communicated by the Borrower to the Seller at the time the Borrower entered into the Mortgage Loan or which otherwise were reasonably foreseeable.

A Borrower may also attempt to set-off against his or her mortgage payments an amount greater than the amount of his or her damages claim. In that case, the Administrator will be entitled to take enforcement proceedings against the Borrower although the period of non-payment by the Borrower is likely to continue until a judgment or decree is obtained.

Certain of the standard forms of mortgage conditions used in connection with the Mortgage Portfolio do not exclude a right for the Borrower to set-off certain sums owed to it or liabilities of the lender against sums or liabilities owed by the Borrower to the lender.

The exercise of set-off rights by Borrowers would reduce the incoming cash flow to the Mortgages Trustee during such exercise. The amounts set-off will, however, have no effect on the Issuer Share to the extent that the Seller Share is maintained at the Minimum Seller Share. Such a set-off will constitute a Denominator Reduction Event, the result of which will be a reduction in the denominator for the purposes of calculating the Issuer Share Percentage and, correspondingly, will increase the Issuer Share Percentage. The result of this is that the Seller Share Percentage will be reduced and the Seller will be entitled to a reduced share of distributions of revenue and, in certain circumstances, distributions of principal, whilst the Issuer Share Percentage will be increased and the Issuer will be entitled to an increased share in distributions of revenue and, in certain circumstances, distributions of principal, thus compensating the Issuer for the Seller allowing the right of set-off to arise.

Income and Principal Deficiency

On each Payment Calculation Date, the Issuer Cash Manager will calculate whether there will be an excess or a deficit of Issuer Available Revenue Receipts to pay items (i) to (viii) and item (x) of the Issuer Pre-Acceleration Revenue Priority of Payments.

If (after taking into account, firstly, the Reserve Fund and secondly, the Liquidity Reserve Fund) there is a Revenue Shortfall, then the Issuer shall pay or provide for that deficit by the application of funds standing to the credit of the Issuer Principal Ledger, if any, provided that Issuer Available Principal Receipts shall not be used to pay interest in respect of a Class of Notes if and to the extent that would result in a deficiency being recorded, or an existing deficiency being increased, on a principal deficiency sub-ledger relating to a Class of Notes that is senior to that Class of Notes.

Application, as described above, of any Issuer Available Principal Receipts to meet any Revenue Shortfall will be recorded first on the Class Z Principal Deficiency Sub-Ledger until the balance of the Class Z Principal Deficiency Sub-Ledger is equal to the aggregate Principal Amount Outstanding of the Class Z Notes then outstanding, second on the Class M Principal Deficiency Sub-Ledger until the balance of the Class M Principal Deficiency Sub-Ledger is equal to the aggregate Principal Amount Outstanding of the Class M Notes then outstanding and third on the Class A Principal Deficiency Sub-Ledger until the balance of the Class A Principal Deficiency Sub-Ledger is equal to the aggregate Principal Amount Outstanding of the Class A Notes then outstanding (with such shortfall to be allocated to the Class A1 Notes and the Class A2 Notes on a *pro rata* and *pari passu* basis).

It is expected that during the course of the life of the Notes, principal deficiencies will be recouped from Issuer Available Revenue Receipts. Furthermore, if in respect of any Payment Date, there is found to be a deficit of Issuer Available Revenue Receipts to pay items (i) to (xv) of the Issuer Pre Acceleration Revenue Priority of Payments the Issuer may (but is not obliged to) make a drawing under the Subordinated Loan Agreement and apply such amount to satisfy such deficit. Issuer Available Revenue Receipts will be applied, after meeting prior ranking obligations as set out under the Issuer Pre-Acceleration Revenue Priority of Payments, to credit first the Class A Principal Deficiency Sub-Ledger, second the Class M Principal Deficiency Sub-Ledger and third the Class Z Principal Deficiency Sub-Ledger.

If there are insufficient funds available as a result of such income or principal deficiencies, then one or more of the following consequences may ensue:

- the interest and other net income of the Issuer may not be sufficient, after making the payments to be made in priority thereto, to pay, in full or at all, interest due on the Notes; and
- there may be insufficient funds to repay the Notes on or prior to the Final Maturity Date of the Notes unless the other net income of the Issuer is sufficient, after making other payments to be made in priority thereto, to reduce to nil the balance on the Principal Deficiency Ledger.

Loyalty Discounts offered by the Seller to Borrowers

The Seller currently offers a loyalty discount on each residential Mortgage Loan which currently provides for a reduction of not less than 0.25% per annum of the applicable interest rate on that residential Mortgage Loan once the Borrower has held that Mortgage Loan on the same property for at least seven years, provided that the Borrower does not continue to benefit from a special rate (such as a product discount, a guaranteed rate or fixed rate) or other product benefit (such as cashback) and the Borrower is not within an Early Repayment Charge period. If the loyalty discount becomes applicable to a significant number of Borrowers it is possible that there would be a reduction in revenue in respect of the Mortgage Loans and that, as a result, the Issuer would suffer a revenue shortfall.

Buildings Insurance

The practice of the Seller in relation to buildings insurance is described in the section entitled "*The Mortgage Loans – Buildings Insurance Policies*". No assurance can be given that the Mortgages Trustee will always receive the benefit of any claim made under any applicable buildings insurance contracts or that the amounts received in respect of a successful claim will be sufficient to reinstate the affected Mortgaged Property. This could adversely affect the Issuer's ability to redeem the Notes.

Standard Mortgage Documentation and Further Advances

Under the standard form mortgage conditions used in connection with the Mortgage Portfolio, a Borrower is not specifically prohibited from granting further security to third parties.

Not all of the standard form documentation requires that a note is placed on the register of the Mortgaged Property at the Land Registry that there is an obligation to make a further advance and this reflects the characteristics of the Mortgage Loans. None of the standard form documentation sets out a maximum amount that the mortgage secures.

Where a Further Advance (as described in the section "*The Mortgage Loans – Further Advances*") is to be made to the Borrower at the discretion of the Seller and at that time the Borrower has granted security to a third party there is a risk that the charge over any such Further Advance will rank behind the existing security granted to that third party if the Seller has received notice of the creation of the security in favour of the third party (or notice is treated as having been received when, in accordance with the relevant mortgage terms, it ought to have been deemed received) and has not agreed with the third party that the charge over the Further Advance shall rank in priority to the third party's security. Whilst it would be standard procedure to search at the Land Registry to establish the existence of any subsequent third party security prior to the granting of any Further Advance in order to establish whether any such agreements need to be obtained prior to the release of the Further Advance, there is a risk that procedure may not have been followed in a particular case.

If the Seller fails to repurchase Mortgage Loans where Further Advances are to be made, payments made on the Notes may be reduced.

Help to Buy Scheme not applicable to Mortgage Loans in the Mortgage Portfolio

In March 2013, the UK Government announced the "Help to Buy" Scheme involving two separate proposals to assist home buyers. The first involves a shared equity loan made available by the UK Government to Borrowers for the purchase of new homes. The shared equity loans were available from 1 April 2013. No shared equity loans are included in the Portfolio. The second involves a guarantee provided by the UK Government for loans made to borrowers allowing up to a 95% loan-to-value ratio. The guarantee loans were available from 1 October 2013 (each of the loans under this scheme, a "**Help to Buy Mortgage Loan**"). The Mortgage Loans in the Mortgage Portfolio do not benefit from any guarantee provided under the "Help to Buy" Scheme and the Mortgage Portfolio does not contain and shall not contain any Help to Buy Mortgage Loans.

Certain Regulatory Considerations

The effect of future regulatory considerations by their nature are unknown and could result, *inter alia*, in payments on the Notes being delayed or reduced or the Class A Notes or the Class M Notes being downgraded.

Mortgages Regulated under FSMA

In the United Kingdom, regulation of residential mortgage business by the the FCA (previously the Financial Services Authority (the "**FSA**") under FSMA came into force on 31 October 2004 (the "**Mortgage Regulation Date**"). Subject to certain exemptions, entering into, arranging or advising in respect of or administering Regulated Mortgage Contracts (or agreeing to do any of these things) is a regulated activity under FSMA and the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (SI 2001/544) (the "**RAO**") requiring authorisation and permission from the FCA.

A credit agreement is a "**Regulated Mortgage Contract**" under the RAO if, at the time it is entered into on or after the Mortgage Regulation Date (a) the borrower is an individual or trustee, (b) the contract provides for the obligation of the borrower to repay to be secured by a first legal mortgage or first ranking standard security on land (other than timeshare accommodation) in the UK and (c) at least 40 per cent. of that land is used, or is intended to be used, as or in connection with a dwelling by the borrower or (in the case of credit provided to trustees) by an individual who is a beneficiary of the trust or by a related person. Credit agreements that were entered into before the Mortgage Regulation Date, but are subsequently changed such that a new contract is entered into on or after the Mortgage Regulation Date, are regulated under FSMA where they fall within the definition of "Regulated Mortgage Contract". Where, however, a credit agreement entered into before the Mortgage Regulation Date is varied by the

provision of a further advance on or after the Mortgage Regulation Date (such that the original contract remains in existence, in its varied form, rather than rescinded and replaced by a new agreement) only the Further Advance will be regulated under the FSMA (provided it meets the definition of "Regulated Mortgage Contract").

The Seller holds authorisation and permission to enter into and to administer and (where applicable) to advise in respect of Regulated Mortgage Contracts. Subject to certain exemptions, brokers will be required to hold authorisation and permission to arrange and, where applicable, to advise in respect of Regulated Mortgage Contracts. The Mortgages Trustee is not and does not propose to be an authorised person under the FSMA. The Mortgages Trustee does not require authorisation in order to acquire legal or beneficial title to a Regulated Mortgage Contract. The Mortgages Trustee does not carry on the regulated activity of administering Regulated Mortgage Contracts by having them administered pursuant to an administration agreement by an entity having the required FCA authorisation and permission. If such an administration agreement terminates, however, the Mortgages Trustee will be required to arrange for mortgage administration to be carried out by a replacement administrator having the required FCA authorisation and permission, and will have a period of not more than one month in which to do so.

The Mortgages Trustee will not itself be an authorised person under the FSMA. However, in the event that a mortgage is varied, such that a new contract is entered into and that contract constitutes a Regulated Mortgage Contract, then the arrangement of, advice on, administration of and entering into of such variation would need to be carried out by an appropriately authorised entity. In addition, on and after the Mortgage Regulation Date no variation has been or will be made to the Mortgage Loans and no Further Advance or Product Switch has been or will be made in relation to a Mortgage Loan, where it would result in the Mortgages Trustee arranging or advising in respect of, administering or entering into a Regulated Mortgage Contract or agreeing to carry on any of these activities, if the Mortgages Trustee would be required to be authorised under the FSMA to do so.

Any credit agreement intended to be a Regulated Mortgage Contract under the FSMA might instead be wholly or partly regulated as a Regulated Credit Agreement (defined below) under FSMA (and the Consumer Credit Act 1974 ("CCA")) or treated as such, or unregulated, and any credit agreement intended to be a Regulated Credit Agreement or treated as such, or unregulated, might instead be a Regulated Mortgage Contract under the FSMA, because of technical rules on (a) determining whether the credit agreement or any part of it falls within the definition of Regulated Mortgage Contract and (b) changes to credit agreements.

The FCA's Mortgages and Home Finance: Conduct of Business Sourcebook ("**MCOB**"), which sets out the FCA's rules for regulated mortgage activities, came into force on 31 October 2004. These rules cover, *inter alia*, certain pre-origination matters such as financial promotion and pre-application illustrations, pre-contract and start-of-contract and post-contract disclosure, contract changes, charges and arrears and repossessions.

If requirements as to authorisation and permission of lenders and brokers or as to issue and approval of financial promotions are not complied with, a Regulated Mortgage Contract will be unenforceable against the borrower except with the approval of a court. In addition, a borrower who is a private person may be entitled to claim damages for loss suffered as a result of any contravention by an authorised person of an FCA rule, and may set-off the amount of the claim against the amount owing by the borrower under the loan or any other loan that the borrower has taken. Any such set-off may adversely affect the Issuer's ability to make payments on the Notes. An unauthorised person who administers a Regulated Mortgage Contract entered into on or after the Mortgage Regulation Date may in so doing commit a criminal offence, but this will not render the contract unenforceable against the borrower.

So as to avoid dual regulation, it is intended that Regulated Mortgage Contracts will not be regulated as Regulated Credit Agreements (as defined below) under FSMA or the CCA. Chapter 14A of Part 2 of the RAO carves out Regulated Mortgage Contracts from regulation as Regulated Credit Agreements. A court order under section 126 of the CCA is, however, necessary to enforce a land mortgage securing a Regulated Mortgage Contract to the extent that the credit agreement would, apart from the exemption referred to above, be regulated by the CCA or treated as such. In dealing with such application, the court has the power, if it appears just to do so, to amend the loan, further advance or credit agreement or to impose conditions upon its performance or to make a time order (for example, giving extra time for arrears to be cleared).

The FCA has the power to render unenforceable contracts made in contravention of its product intervention rules. The Financial Services Act 2012 ("**FS 2012**") permits the FCA to make temporary product intervention rules ("**TPIRs**") prohibiting authorised persons from taking a number of actions, including entering into specified contracts with any person or with a specified person. TPIRs are intended to offer protection to consumers in the short term whilst either the FCA or the industry develop more permanent solutions and, in any event, are limited to a maximum duration of 12 months. In relation to agreements entered into in breach of a TPIR, the FCA's rule may provide: (i) for the relevant agreement or obligation to be unenforceable; (ii) for the recovery of any money or other property paid or transferred under the agreement; or (iii) for the payment of compensation for any loss sustained under the relevant agreement or obligation. In March 2013 the FCA published a policy statement "The FCA's use of temporary product intervention rules" following a consultation addressing when and how the FCA will consider making TPIRs. The FCA will consider making TPIRs where it identifies a risk of consumer detriment arising from a product or practice and will make these rules if it deems prompt action is necessary to reduce or prevent that detriment. In particular, the FCA will consider factors such as the potential scale of detriment in the market and potential scale of detriment to individual customers, whether particular groups of customers (especially vulnerable customer groups) are more likely to suffer detriment and whether the use of TPIRs will have any unintended consequences.

The Seller will give the Loan Warranties to the Mortgages Trustee in the Mortgage Sale Agreement. These include, among other things, that each relevant Mortgage Loan and its Related Security is enforceable (subject to certain exceptions). The Mortgage Sale Agreement provides that in respect of a material breach of a Loan Warranty (which, if capable of remedy, is not remedied within the specified time) each of the Issuer, the Mortgages Trustee and the Security Trustee may require the Seller to repurchase the relevant Mortgage Loan in exchange for payment of the Repurchase Price.

Expansion of MCOB regulation

In October 2009 the FSA launched a wide-ranging mortgage market review ("**MMR**"). In October 2012, it published a feedback statement and final rules that came into force on 26 April 2014 (with transitional arrangements where, among other things, the borrower does not take on additional borrowing). The MMR changes will impact both Regulated Mortgage Contract lenders and intermediaries. For lenders, the principal changes focus upon responsible lending and include:

- more thorough verification of borrowers' income (no self-certification of income, mandatory third party evidence of income required);
- assessments of affordability of interest-only loans on a capital and interest basis unless there is a clearly understood and believable alternative source of capital repayment;
- application of interest rate stress-tests – lenders must consider likely interest rate movements over a minimum period of 5 years from the start of the mortgage term;
- when making underwriting assessments lenders must take account of future changes to income and expenditure that a lender knows of or should have been aware of from information gathered in the application process; and
- lenders may base their assessment of customers' income on actual expected retirement age rather than state pension age. Lenders will be expected to assess income into retirement to judge whether the affordability tests can be met.

There are also significant changes to mortgage distribution and advice requirements in sales, arrears management and requirements on contract variations such as when additional borrowing is requested.

On 31 March 2011, the European Commission published a proposal for a directive on credit agreements relating to residential immovable property for consumers (the "**Mortgage Credit Directive**"). The Treasury and the FCA will consult on any legislative and regulatory changes that are necessary within the two year implementation phase. It is expected that changes will need to be made to MCOB. The Mortgage Credit Directive entered into force on 20 March 2014 and Member States have until 21 March 2016 to transpose the directive into national law. The Mortgage Credit Directive applies to: (a) credit agreements secured by a mortgage or another comparable security commonly used in a Member State on residential immovable property, or secured by a right related to residential immovable property; and (b)

credit agreements the purpose of which is to acquire or retain property rights in land or in an existing or proposed building. The Mortgage Credit Directive also expands the scope of the Consumer Credit Directive (2008/48/EC) to unsecured credit agreements the purpose of which is the renovation of a residential immovable property involving a total credit above EUR 75,000 in order to ensure an equivalent level of protection to borrowers under those agreements, and to avoid any regulatory gap between the Consumer Credit Directive and the Mortgage Credit Directive. The Mortgage Credit Directive does not apply to certain types of credit agreements such as some equity release credit agreements and credit agreements where credit is granted by an employer to its employees, provided certain conditions are met.

The Mortgage Credit Directive requires (among other things): standard information in advertising; standard pre-contractual information; adequate explanations to the borrower on the proposed credit agreement and any ancillary service; calculation of the annual percentage rate of charge in accordance with a prescribed formula; assessment of creditworthiness of the borrower; and a right of the borrower to make early repayment of the credit agreement. The Mortgage Credit Directive also imposes prudential and supervisory requirements for credit intermediaries and non-bank lenders.

The MMR changes to MCOB and any future changes to MCOB that are necessitated by the Mortgage Credit Directive, may adversely affect the Mortgage Loans, the Seller, the Administrator and/or the Mortgages Trustee and their respective businesses and operations.

Current regulation of consumer credit

In the United Kingdom, consumer credit business is regulated by the FCA (having previously been regulated by the OFT). Subject to certain exemptions, entering into a Regulated Credit Agreement is a regulated activity under FSMA and the RAO, requiring authorisation and permission from the FCA.

A credit agreement is a "**Regulated Credit Agreement**" under the RAO if it is: (a) an agreement between an individual or relevant recipient of credit ("A") and any other person ("B") under which B provides A with credit of any amount; and (b) it is not an exempt agreement (i.e. it does not fall within one of the exemptions in Articles 60C to 60H of the RAO). A relevant recipient is defined to include partnerships consisting of two or three persons not all of whom are bodies corporate and unincorporated bodies of persons which do not consist entirely of bodies corporate and are not partnerships.

As indicated above, entering into a Regulated Credit Agreement as lender is a regulated activity, requiring authorisation and permission from the FCA. It is also a regulated activity for the lender or another person to exercise, or to have the right to exercise, the lender's rights and duties under a Regulated Credit Agreement. A firm that held an OFT licence and registered with the FCA for interim permission can continue carrying out consumer credit activities until the firm has to apply for authorisation or a variation of permission in its allocated application period, which will be between October 2014 and March 2016. Persons authorised by the FCA to carry on these regulated activities (including persons holding an FCA interim permission) must comply with the conduct of business rules in the FCA's Consumer Credit Sourcebook ("**CONC**") and the CCA.

There is a risk that any credit agreement intended to be a Regulated Mortgage Contract or unregulated might instead be wholly or partly regulated as a Regulated Credit Agreement or treated as such because of technical rules on (a) determining whether any credit, as now defined in Article 60L of the RAO, arises or whether (for agreements made on or after 6 April 2008 and certain changes to such credit agreements) any applicable financial limit under the CCA was exceeded, (b) determining whether the credit agreement is an exempt agreement under the RAO and (c) changes to credit agreements.

A court order under section 126 of the CCA is necessary to enforce a land mortgage, securing a Regulated Credit Agreement. In dealing with such application, the court has the power, if it appears just to do so, to amend the loan, further advance or credit agreement or to impose conditions upon its performance or to make a time order (for example, giving extra time for arrears to be cleared).

Under section 75 of the CCA in certain circumstances the lender is liable to the borrower in relation to misrepresentation and breach of contract by a supplier in a transaction financed by a credit agreement that is wholly or partly regulated by the CCA or treated as such. In addition, a borrower who is a private person may be entitled to claim damages for loss suffered as a result of any contravention by an authorised person of a rule under the FSMA. From 1 April 2014, such rules will include rules in CONC.

The borrower may set off the amount of the claim against the lender under section 75 of the CCA, or for contravention of CONC, against the amount owing by the borrower under the loan or under any other loan agreement that the borrower has taken with the lender. Any such set-off in relation to a Mortgage Loan in the Provisional Mortgage Portfolio may adversely affect the Issuer's ability to make payments on the Notes.

The CCA contains an "unfair relationship" test, which applies to all existing and new credit agreements, except Regulated Mortgage Contracts under the FSMA. Where there is an unfair relationship, the CCA explicitly permits the court to require amounts received from a borrower to be repaid by the originator and any assignee such as the Issuer. In applying the "unfair relationship" test, the courts are able to consider a wider range of circumstances surrounding the transaction, including the creditor's conduct before and after making the agreement. There is no statutory definition of the word "unfair" as the intention is for the test to be flexible and subject to judicial discretion. However, the word "unfair" is not an unfamiliar term in UK legislation due to the UTCCR (as defined below).

The courts may, but are not obliged to, look to the CCA 2006 for guidance in determining whether an unfair relationship exists. The FCA "Principles for Businesses" may also be relevant and apply to the way contract terms are used in practice and not just the way they are drafted. Once the debtor alleges that an "unfair relationship" exists, the burden of proof is on the creditor to prove the contrary.

To the extent that the credit agreement is a Regulated Credit Agreement (and therefore subject to regulation under both the CONC and the CCA) or treated as such, it is unenforceable for any period when the lender fails to comply with requirements as to default notices. From 1 October 2008, (a) the credit agreement is also unenforceable for any period when the lender fails to comply with further requirements as to annual statements and arrears notices, (b) the borrower will not be liable to pay interest or, in certain cases, default fees for any period when the lender fails to comply with further requirements as to post-contract disclosure, and (c) interest upon default fees will be restricted to nil until the 29th day after the day on which a prescribed notice is given and then to simple interest. Charges payable for early repayment in full are restricted by a formula under the CCA, which applies to the extent that the credit agreement is regulated by the CCA or treated as such. A more restrictive formula applies from 11 June 2010. These provisions may result in adverse effects on the Issuer's ability to make payment in full on the Notes when due.

The Originators and the Seller have interpreted certain technical rules under the CCA in a way common with many other lenders in the mortgage market. If such interpretation were held to be incorrect by a court or other dispute resolution authority, then a credit agreement, to the extent that it is regulated by the CCA or treated as such, would be unenforceable as described above. If such interpretation were challenged by a significant number of Borrowers, then this could lead to significant disruption and shortfall in the income of the Issuer. Court decisions have been made on technical rules under the CCA against certain mortgage lenders, but such decisions are very few and are generally county court decisions which are not binding on other courts.

The Seller will give the Loan Warranties to the Mortgages Trustee in the Mortgage Sale Agreement. These include, among other things, that each relevant Mortgage Loan and its Related Security is enforceable (subject to certain exceptions). The Mortgage Sale Agreement provides that in respect of a material breach of any Loan Warranty (which, if capable of remedy, is not remedied within the specified time) each of the Issuer, the Mortgages Trustee and the Security Trustee may require the Seller to repurchase the relevant Mortgage Loan in exchange for payment of the Repurchase Price.

Distance Marketing Regulations

The Financial Services (Distance Marketing) Regulations 2004 apply to, *inter alia*, credit agreements entered into on or after 31 October 2004 by means of distance communication (i.e. without any substantive simultaneous physical presence of the originator and the borrower). A Regulated Mortgage Contract under FSMA, if originated by a UK lender from an establishment in the UK, will not be subject to these regulations but will be subject to related pre-contract disclosure requirements in MCOB. Certain other credit agreements may be cancellable under these regulations. Where the credit agreement is cancellable under these regulations, the borrower may send notice of cancellation at any time before the end of the 14th day after the day on which the cancellable agreement is made, where all the prescribed information has been received, or, if later, the borrower receives the last of the prescribed information.

If the borrower cancels the credit agreement under these regulations, then:

- (a) the borrower is liable to repay the principal and any other sums paid by the originator to the borrower under or in relation to the cancelled agreement, within 30 days beginning with the day of the borrower sending the notice of cancellation or, if later, the originator receiving notice of cancellation;
- (b) the borrower is liable to pay interest, or any early repayment charge or other charge for credit under the cancelled agreement, only if the borrower received certain prescribed information at the prescribed time and if other conditions are met; and
- (c) any security provided in relation to the contract is to be treated as never having had effect.

If a significant portion of the Mortgage Loans are characterised as being cancellable under these regulations, then there could be an adverse effect on the Issuer's receipts in respect of those amounts, affecting the Issuer's ability to make payments in full on the Notes when due.

Unfair Terms in Consumer Contracts Regulations 1994 and 1999

In the United Kingdom, the Unfair Terms in Consumer Contracts Regulations 1999 as amended (the "**1999 Regulations**"), together with (in so far as applicable) the Unfair Terms in Consumer Contracts Regulations 1994 (together with the 1999 Regulations, the "**UTCCR**"), apply to agreements made on or after 1 July 1995 and affect all or almost all of the Mortgage Loans.

The UTCCR provide that a consumer (which would include a Borrower under all or almost all of the Mortgage Loans) may challenge a standard term in an agreement on the basis that it is "unfair" within the UTCCR and, therefore, not binding on the consumer (although the rest of the agreement will remain enforceable if it is capable of continuing in existence without the unfair term).

The UTCCR will not affect terms which define the main subject matter of the contract, such as the borrower's obligation to repay the principal (**provided that** these terms are written in plain and intelligible language and are drawn adequately to the consumer's attention), but may affect terms that are not considered to be terms which define the main subject matter of the contract, such as the lender's power to vary the interest rate and certain terms imposing early repayment charges and mortgage exit administration fees.

For example, if a term permitting the lender to vary the interest rate (as the Seller is permitted to do) is found to be unfair, the borrower will not be liable to pay interest at the increased rate or, to the extent that the borrower has paid it, will be able, as against the lender, or any assignee (such as the Mortgages Trustee), to claim repayment of the extra interest amounts paid or to set-off the amount of the claim against the amount owing by the borrower under the loan or any other loan that the borrower has taken. Any such non-recovery, claim or set-off in respect of the Mortgage Loans may adversely affect the Issuer's ability to make payments on the Notes.

The lead enforcement body for the UTCCR is the Competition and Markets Authority (the "**CMA**") and the qualifying body in relation to Regulated Mortgage Contracts and mortgage loans originated by lenders authorised under FSMA is the FCA. The lead enforcement body was and is responsible for enforcing the UTCCR in relation to other mortgage loans.

In February 2000, the OFT issued a guidance note on what the OFT considered to be fair terms and unfair terms for interest variation in mortgage contracts. Where the interest variation term does not provide for precise and immediate tracking of an external rate outside the lender's control, and if the borrower is locked in, for example by an early repayment charge that is considered to be a penalty, the term was likely to be regarded by the OFT as unfair under the UTCCR unless the lender: (i) notifies the affected borrower in writing at least 30 days before the rate change; and (ii) permits the affected borrower to repay the whole loan during the next three months after the rate change, without paying the early repayment charge. The OFT withdrew the guidance note from its website, but the guidance note may remain as a factor that the FCA and CMA may take into account.

In May 2005, the FSA issued a statement of good practice on fairness of terms in consumer contracts, which was relevant to firms authorised and regulated by the FSA in relation to products and services within the FSA's regulatory scope. This statement provides that, for locked-in borrowers, a lender may

consider drafting the contract to permit a change in the contract to be made only where any lock-in clause is not exercised. In the context of the OFT's investigation into credit card default fees, the OFT in April 2006 issued a statement of its view of the principles that credit card issuers should follow in setting default fees, and that the principles are likely to apply to analogous default fees in other contracts such as mortgages. The principles are in essence that terms imposing default fees should not have the object of raising more in revenue than is reasonably expected to be necessary to recover certain limited administrative costs incurred as a result of a borrower's default.

In January 2007, the FSA issued a statement of good practice on mortgage exit administration fees. This statement provides that the lender should ensure that the fee represents in fact the cost of the administration services that the lender provides when a borrower exits the mortgage. The FSA issued a follow-up communication in November 2007 emphasising that this statement should not be interpreted narrowly and, where appropriate, firms should consider applying its principles to other charges.

In August 2007, the Unfair Contract Terms Regulatory Guide came into force. This guide was designed to explain the FSA's policy on how it would use its powers under the 1999 Regulations. In January 2012, the FSA, published finalised guidance entitled "Unfair contract terms: improving standards in consumer contracts" and "Statement on using Switching Terms in mortgage contracts under the Unfair Terms in Consumer Contracts Regulations 1999". Under the later guidance the FSA considered that terms in interest only mortgage contracts that allow firms to switch consumers from an interest only mortgage to a repayment mortgage may be regarded as unfair if they give the firm too broad a discretion to determine when such switching terms will apply. Further, where switching terms are determined to be unfair by a court, firms will be unable to switch the consumer from an interest only mortgage to a repayment mortgage, as such switching terms will not bind that consumer. Even with the changes in regulatory structure that came into force on 1 April 2013, the guidance issued by the FSA previously remains strongly influential until amendments or new guidance is announced by the FCA. It remains to be seen if the FCA may adopt a more stringent approach towards such regulation than that previously adopted by the FSA.

The FCA's MCOB requires that, for Regulated Mortgage Contracts: (a) arrears charges represent a reasonable estimate of the cost of the additional administration required as a result of the borrower being in arrears and (b) from 25 June 2010, the borrower's payments are allocated first towards paying off the balance of any payment shortfall, excluding any interest or charges on that balance.

Whilst the CMA and FCA have powers to enforce the UTCCR, it would be for a court to determine their proper interpretation. The extremely broad and general wording of the UTCCR makes any assessment of the fairness of terms largely subjective and makes it difficult to predict whether or not a term would be held by a court to be unfair. It is therefore possible that any Mortgage Loans which have been made to Borrowers covered by the UTCCR may contain unfair terms which may result in the possible unenforceability of the terms of the underlying loans.

If any term of the Mortgage Loans is found to be unfair for the purpose of the UTCCR, this may adversely affect the ability of the Issuer to make payments to Noteholders on the Notes.

In July 2012, the Law Commission launched a consultation in order to review and update the recommendations set out in their 2005 Report on Unfair Terms in Contracts. In March 2013, the Law Commission published its advice, in a paper entitled "Unfair Terms in Consumer Contracts: Advice to the Department for Business, Innovation and Skills". This advice paper repeats the recommendation from the 2005 Report on Unfair Terms in Contracts that the Unfair Contract Terms Act 1977 and the UTCCR should be consolidated, as well as providing new recommendations, including extending the protections of unfair terms legislation to notices and some additions to the "grey list" of terms which are indicatively unfair. The Law Commission also recommends that the UTCCR should expressly provide that, in proceedings brought by consumers, the court is required to consider the fairness of the term, even if the consumer has not raised the issue, where the court has available to it the legal and factual elements necessary for that task. Such reforms are included in the draft Consumer Rights Bill which was formally introduced into Parliament on 23 January 2014 and the bill is currently working its way through Parliament.

The guidance issued by the FSA, FCA and OFT has changed over time and it is possible that it may change in the future. No assurance can be given that any such changes in guidance on the UTCCR will

not have a material adverse effect on the Seller, the Mortgages Trustee, the Issuer and their respective businesses and operations.

Repossessions

The pre-action protocol for repossessions based on mortgage or home purchase plan arrears in respect of residential property in England and Wales came into force on 19 November 2008 and sets out the steps that judges will expect any lender to take before starting a claim. A number of mortgage lenders including Virgin Money have confirmed that they will delay the initiation of repossession action for at least three months after a borrower, who is an owner-occupier, is in arrears. The application of such a moratorium is subject to the wishes of the relevant borrower and may not apply in cases of fraud. The protocol is addressed to residential mortgage lenders and may have adverse effects in markets experiencing above average levels of possession claims.

Pursuant to MCOB a firm is restricted from repossessing a property unless all other reasonable attempts to resolve the position have failed and, in complying with such restriction, a firm is required to consider whether, given the borrower's circumstances, it is appropriate to take certain actions. Such actions refer to (amongst other things) the extension of the term of the mortgage, product type changes and deferral of interest payments. While the FSA indicated that it did not expect each forbearance option to be explored at every stage of interaction with the borrower, it is clear that the rules impose mandatory obligations on firms without regard to any relevant contractual obligations or restrictions. As a result, the rules may operate in certain circumstances to require the Administrator to take certain forbearance-related actions which do not comply with the Transaction Documents (and, in particular, the asset servicing arrangements contemplated by such Transaction Documents) in respect of one or more Mortgage Loans. No assurance can be made that any such actions will not impact on the Issuer's ability to make payments in full when due on the Notes, although the impact of this will depend on the number of Mortgage Loans which involve a Borrower which experiences payment difficulties.

The Mortgage Repossession (Protection of Tenants etc) Act 2010 (the "**Repossession Act**") came into force in October 2010. The Repossession Act gives courts in England and Wales the same power to postpone and suspend repossession for up to two months on application by an unauthorised tenant (i.e. a tenant in possession without the lender's consent) as generally exists on application by an authorised tenant. The lender has to serve notice at the property before enforcing a possession order. The Repossession Act may have adverse effects in markets experiencing above average levels of possession claims. Delays in the initiation of responsive action in respect of the Mortgage Loans may result in lower recoveries and a lower repayment rate on the Notes.

There can be no assurance that any delay in starting and/or completing repossession actions by the Seller would not result in the amounts recovered being less than if the Seller did not allow any such delays (which may ultimately affect the ability of the Issuer to make payments of interest and principal on the Notes when due). The protocol, the Repossession Act and MCOB requirements for mortgage possession cases may have adverse effects in markets experiencing above average levels of possession claims. Delays in the initiation of responsive action in respect of the Mortgage Loans may result in lower recoveries and a lower repayment rate on the Notes.

Financial Ombudsman Service

Under FSMA, the Ombudsman is required to make decisions on, among other things, complaints relating to activities and transactions under its jurisdiction on the basis of what, in the Ombudsman's opinion, would be fair and reasonable in all circumstances of the case, taking into account, among other things, law and guidance. Transitional provisions exist by which certain complaints relating to breach of the Mortgage Code issued by the Council of Mortgage Lenders (the "**CML Code**") occurring before the Mortgage Regulation Date may be dealt with by the Ombudsman.

Complaints brought before the Ombudsman for consideration must be decided on a case-by-case basis, with reference to the particular facts of any individual case. Each case would first be adjudicated by an adjudicator. Either party to the case may appeal against the adjudication. In the event of an appeal, the case proceeds to a final decision by the Ombudsman. As the Ombudsman is required to make decisions on the basis of, among other things, the principles of fairness, and may order a money award to a complaining borrower, it is not possible to predict how any future decision of the Ombudsman in relation to the Borrowers would affect the ability of the Issuer to make payments to Noteholders.

Consumer Protection from Unfair Trading Regulations 2008

On 11 May 2005, the European Parliament and Council adopted a directive on unfair business-to-consumer commercial practices (the "**Unfair Practices Directive**"). The Unfair Practices Directive was implemented into United Kingdom law through the Consumer Protection from Unfair Trading Regulations 2008 ("**CPUTRs**"). The CPUTRs came into effect on 26 May 2008 and affect all contracts entered into with persons who are natural persons and acting for purposes outside their respective business. Although the CPUTRs are not concerned solely with financial services, they do apply to the residential mortgage market.

Under the CPUTRs a commercial practice is to be regarded as unfair and prohibited if it is:

- (a) contrary to the standard of special skill and care which a trader may reasonably be expected to exercise towards consumers, commensurate with honest market practice and/or general principles of good faith in the trader's field of activity; and
- (b) materially distorts or is likely to materially distort the economic behaviour of the average consumer (who is reasonably well-informed and reasonably observant and circumspect, and taking into account social, cultural and linguistic factors) whom the practice reaches or to whom it is addressed (or where a practice is directed at or is of a type which may affect a particular group of consumers, the average consumer of that group).

In addition to the general prohibition on unfair commercial practices, the CPUTRs contain provisions aimed at aggressive and misleading practices (including, but not limited to: (i) pressure selling; (ii) misleading marketing (whether by action or omission); and (iii) falsely claiming to be a signatory to a code of conduct) and a list of practices which will in all cases be considered unfair. The effect (if any) of the CPUTRs on the Mortgage Loans, the Seller or the Mortgages Trustee and their respective businesses and operations will depend on whether those entities engage in any of the practices described in the CPUTRs. Whilst engaging in an unfair commercial practice does not render a contract void or unenforceable, to do so is an offence punishable by a fine and/or imprisonment. In practical terms, the CPUTRs have not added much to the regulatory requirements already in place, such as treating customers fairly and conduct of business rules. Breach of the CPUTRs would be likely to initiate intervention by a regulator.

On 14 March 2013, the EU Commission published the results of its review on the application of the Unfair Practices Directive. The EU Commission does not propose extending the directive but has indicated that intensified national enforcement and re-enforced co-operation in cross-border enforcement are needed. Going forward the EU Commission will consider how it can play a more active role in enforcement and will continue to perform in-depth reviews of how the directive works in practice.

No assurance can be given that the CPUTRs will not adversely affect the ability of the Issuer to make payments to Noteholders.

Potential effects of any additional regulatory changes

No assurance can be given that changes will not be made to the regulatory regime and developments described above in respect of the mortgage market in the United Kingdom generally, the Seller's particular sector in that market or specifically in relation to the Seller. Any such action or developments, in particular, but not limited to, the cost of compliance, may have a material adverse effect on the Seller, the Mortgages Trustee and/or the Administrator and their respective businesses and operations. This may adversely affect the Issuer's ability to make payments in full when due on the Notes.

Other Legal Risks

English law security and insolvency considerations

The Issuer will enter into the Deed of Charge pursuant to which it will grant the Issuer Security in respect of certain of its obligations, including its obligations under the Notes. If certain insolvency proceedings are commenced in respect of the Issuer, the ability to realise the Issuer Security may be delayed and/or the value of the Issuer Security impaired.

The Insolvency Act 1986 (the "**Insolvency Act**") allows for the appointment of an administrative receiver in relation to certain transactions in the capital markets. Although there is as yet no case law on how these provisions will be interpreted, they should be applicable to the floating charge created by the Issuer in favour of the Security Trustee under the Deed of Charge. However, as this is partly a question of fact, were it not to be possible to appoint an administrative receiver in respect of the Issuer, the Issuer would be subject to administration if it became insolvent which may lead to the ability to realise the Security being delayed and/or the value of the Security being impaired.

In addition, it should be noted that, to the extent that the assets of the Issuer are subject only to a floating charge (including any fixed charge recharacterised by the courts as a floating charge), in certain circumstances under the Insolvency Act 1986, certain floating charge realisations which would otherwise be available to satisfy the claims of secured creditors under the Deed of Charge may be used to satisfy any claims of unsecured creditors. Although certain of the covenants given by the Issuer in the Transaction Documents are intended to ensure it has no significant creditors other than the secured creditors under the Deed of Charge, it will be a matter of fact as to whether the Issuer has any other such creditors at any time. There can be no assurance that the Noteholders will not be adversely affected by any such reduction in floating charge realisations upon the enforcement of the Issuer Security.

While the transaction structure is designed to minimise the likelihood of the Issuer becoming insolvent, there can be no assurance that the Issuer will not become insolvent and/or the subject of insolvency proceedings and/or that the Noteholders would not be adversely affected by the application of insolvency laws (including English insolvency laws).

Fixed charges may take effect under English law as floating charges

The law in England and Wales relating to the characterisation of fixed charges is unsettled. The fixed charges purported to be granted by the Issuer (other than by way of assignment in security) may take effect under English law as floating charges if, for example, it is determined that the Security Trustee does not exert sufficient control over the Charged Property. If the charges take effect as floating charges instead of fixed charges, then, as a matter of law, certain claims would have priority over the claims of the Security Trustee in respect of the floating charge assets.

The interest of the Secured Creditors in property and assets over which there is a floating charge will rank behind the expenses of any administration or liquidator and the claims of certain preferential creditors on enforcement of the Security. Section 250 of the Enterprise Act 2002 abolishes the Crown Preference in relation to all insolvencies (and thus reduces the categories of preferential debts that are to be paid in priority to debts due to the holder of a floating charge) but Section 176A of the Insolvency Act 1986 requires a "prescribed part" (up to a maximum amount of £600,000) of the floating charge realisations available for distribution to be set aside to satisfy the claims of unsecured creditors. This means that the expenses of any administration, the claims of preferential creditors and the beneficiaries of the prescribed part will be paid out of the proceeds of enforcement of the floating charge ahead of amounts due to the Noteholders. The prescribed part will not be relevant to property subject to a valid fixed security interest or to a situation in which there are no unsecured creditors. As a result, if the fixed charge was characterised as a floating charge, payments made on the Notes could be delayed and/or reduced.

Liquidation expenses

Prior to the House of Lords' decision in the case of *Re Leyland Daf* in 2004, the general position was that, in a liquidation of a company, the liquidation expenses ranked ahead of unsecured debts and floating chargees' claims. *Re Leyland Daf* reversed this position so that liquidation expenses could no longer be recouped out of assets subject to a floating charge. However, section 176ZA of the Insolvency Act, which came into force on 6 April 2008, effectively reversed by statute the House of Lords' decision in *Re Leyland Daf*. As a result, it is now the case that the costs and expenses of a liquidation will be payable out of floating charge assets in priority to the claims of the floating charge-holder. In respect of certain litigation expenses of the liquidator only, this is subject to the approval of the amount of such expenses by the floating charge-holder (or, in certain circumstances, the court) pursuant to rules 4.218A to 4.218E of the Insolvency Rules 1986. In general, the reversal of *Re Leyland Daf* applies in respect of all liquidations commenced on or after 6 April 2008. Therefore, floating charge realisations upon the enforcement of the floating charge security to be granted by the Issuer (which would otherwise be available to satisfy the claims of the Issuer's secured creditors under the Deed of Charge) would be reduced by the amount of all, or a significant proportion of, any liquidation expenses.

Certain Taxation Risks

Securitisation Company Tax Regime

The Taxation of Securitisation Companies Regulations 2006 (the "**TSC Regulations**") were made under section 84 of the Finance Act 2005 on 11 December 2006 (and now take effect under Chapter 4, Part 13 of the Corporation Tax Act 2010). The TSC Regulations deal with the corporation tax position of securitisation companies such as the Issuer with effect for periods of account beginning on or after 1 January 2007. The TSC Regulations have been amended by, in particular, the Taxation of Securitisation Companies (Amendment) Regulations 2007, which came into force on 27 December 2007 (and have effect for periods beginning on or after 1 January 2007).

If the TSC Regulations apply to a company, then, broadly, it will be subject to corporation tax on the cash profit retained by it for each accounting period in accordance with the transaction documents. Based on advice received, the Issuer expects to be taxed under the special tax regime for which provision is made by the TSC Regulations.

Investors should note, however, that the TSC Regulations are in short-form and it is expected that advisors will rely significantly upon guidance from the UK tax authorities when advising on the scope and operation of the TSC Regulations including whether any particular company falls within this regime.

Prospective Noteholders should note that if the Issuer did not fall to be taxed under the regime provided for by TSC Regulations then its profits or losses for tax purposes might be different from its cash position and there might be a risk of the Issuer incurring unfunded tax liabilities. In addition, the interest paid on the Issuer's Notes could be disallowed for United Kingdom corporation tax purposes, which could cause a significant divergence between the cash profits and taxable profits of the Issuer. Any unforeseen taxable profits in the Issuer could have an adverse affect on its ability to make payments to the Noteholders.

Withholding tax

In the event that any withholding or deduction for or on account of UK income tax is imposed in respect of payments made to the Noteholders under the Notes, neither the Issuer nor any other person is obliged to gross up or otherwise compensate the Noteholders for the lesser amounts the Noteholders will receive as a result of such withholding or deduction.

EU Savings Directive

Under EC Council Directive 2003/48/EC on the taxation of savings income, each Member State is required to provide to the tax authorities of another Member State details of payments of interest or other similar income paid by a person within its jurisdiction to, or collected by such a person for, an individual resident or certain limited types of entity established in that other Member State; however, for a transitional period, Austria and Luxembourg may instead apply a withholding system in relation to such payments, deducting tax at a rate of 35 per cent. The transitional period is to terminate at the end of the first full fiscal year following agreement by certain non-EU countries to the exchange of information relating to such payments. Luxembourg has announced it will no longer apply the withholding tax system as from 1 January 2015 and will provide details of payments of interest (or similar income) as from this date.

A number of non-EU countries and certain dependent or associated territories of certain Member States have adopted similar measures (either provision of information or transitional withholding) in relation to payments made by a person within its jurisdiction to, or collected by such a person for, an individual resident or certain limited types of entity established in a Member State. In addition, the Member States have entered into provision of information or transitional withholding arrangements with certain of those dependent or associated territories in relation to payments made by a person in a Member State to, or collected by such a person for, an individual resident or certain limited types of entity established in one of those territories.

The European Council formally adopted a Council Directive amending the Savings Directive on 24 March 2014 (the "**Amending Directive**"). The Amending Directive broadens the scope of the requirements described above. Member States are required to apply these new requirements from 1 January 2017. The changes made under the Amending Directive include extending the scope of the Savings Directive to payments made via, or secured for, certain other entities and legal arrangements.

They also broaden the definition of "interest payment" to cover additional types of income payable on securities.

If a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment, neither the Issuer nor any Paying Agent nor any other person would be obliged to pay additional amounts with respect to any Note as a result of the imposition of such withholding tax. The Issuer is required to maintain a Paying Agent in a Member State that will not be obliged to withhold or deduct tax pursuant to the EU Savings Directive.

EU financial transaction tax

On 14 February 2013, the European Commission issued proposals, including a draft Directive, for a financial transaction tax ("**FTT**") to be adopted in certain participating EU member states (including Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia). If these proposals were adopted in their current form, the FTT would be a tax primarily on "financial institutions" (which would include the Issuer) in relation to "financial transactions" (which would include the conclusion or modification of derivative contracts and the purchase and sale of financial instruments).

Under the current proposals, the FTT would apply to persons both within and outside of the participating member states. Generally, it would apply where at least one party is a financial institution, and at least one party is established in a participating member state. A financial institution may be, or be deemed to be, "established" in a participating member state in a broad range of circumstances, including (a) by transacting with a person established in a participating member state or (b) where the financial instrument which is subject to the financial transaction is issued in a participating member state.

At this stage, it is too early to say whether the FTT proposals will be adopted and in what form. However, if the FTT is adopted based on the current proposals, then it may operate in a manner giving rise to tax liabilities for the Issuer with respect to certain transactions (including concluding swap transactions and/or purchases or sales of securities (such as authorised investments)). Any such liabilities may reduce amounts available to the Issuer to meet its obligations under the Notes and may result in investors receiving less interest or principal than expected. To the extent that such liabilities may arise at a time when winding up proceedings have been commenced in respect of the Issuer, such liabilities may be regarded as an expense of the liquidation and, as such, be payable out of the floating charge assets of the Issuer (and its general estate) in priority to the claims of Noteholders and other secured creditors. It should also be noted that the FTT could be payable in relation to relevant transactions by investors in respect of the Notes (including secondary market transactions) if the conditions for a charge to arise are satisfied.

A joint statement issued in May 2014 by ten of the eleven participating Member States indicated an intention to implement the FTT progressively, such that it would initially apply to shares and certain derivatives, with this initial implementation occurring by 1 January 2016. The FTT, as initially implemented on this basis, may not apply to dealings in the Notes.

The FTT proposal remains subject to negotiation between the participating member states described above. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU member states may decide to participate. Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

U.S. Foreign Account Tax Compliance Act ("**FATCA**") withholding may affect payments on the Notes

While the Notes are in global form and held within the clearing systems, in all but the most remote circumstances, it is not expected that FATCA will affect the amount of any payment received by the clearing systems. However, FATCA may affect payments made to custodians or intermediaries in the subsequent payment chain leading to the ultimate investor if any such custodian or intermediary generally is unable to receive payments free of FATCA withholding. It also may affect payment to any ultimate investor that is a financial institution that is not entitled to receive payments free of withholding under FATCA, or an ultimate investor that fails to provide its broker (or other custodian or intermediary from which it receives payment) with any information, forms, other documentation or consents that may be necessary for the payments to be made free of FATCA withholding. Investors should choose the custodians or intermediaries with care (to ensure each is compliant with FATCA or other laws or

agreements related to FATCA) and provide each custodian or intermediary with any information, forms, other documentation or consents that may be necessary for such custodian or intermediary to make a payment free of FATCA withholding. The Issuer's obligations under the Notes are discharged once the Principal Paying Agent has paid the clearing systems and the Issuer has therefore no responsibility for any amount thereafter transmitted through the clearing systems and custodians or intermediaries. Investors should consult their own tax adviser to obtain a more detailed explanation of FATCA and how FATCA may affect them.

European Monetary Union

It is possible that, prior to the maturity of the Notes, the United Kingdom may become a participating Member State in the European economic and monetary union and that the Euro may become the lawful currency of the United Kingdom. In that event (i) all amounts payable in respect of the Notes may become payable in Euro; (ii) applicable provisions of law may allow or require the Notes to be redenominated into Euro and additional measures to be taken in respect of such Notes; and (iii) there may no longer be available published or displayed rates for deposits in Sterling used to determine the rates of interest on the Notes or changes in the way those rates are calculated, quoted and published or displayed.

The introduction of the euro could also be accompanied by a volatile interest rate environment which could adversely affect a Borrower's ability to repay its Mortgage Loan as well as adversely affect investors in the Notes.

Denominations

The Notes are issued in the denominations of £100,000 per Note. However, for so long as the Notes are represented by Global Notes, and Euroclear and Clearstream, Luxembourg so permit, the Notes shall be tradeable in minimum nominal amounts of £100,000 and integral multiples of £1,000 thereafter. If Definitive Notes are required to be issued in respect of the Notes represented by Global Notes, they will only be printed and issued in denominations of £100,000 and any amount in excess thereof in integral multiples of £1,000. Accordingly, if Definitive Notes are required to be issued in respect of the Global Notes, a Noteholder holding an interest in a Global Note of less than the minimum authorised denomination at the relevant time may not receive a Definitive Note in respect of such holding and may need to purchase a principal amount of the relevant Class or sub-Class of Listed Notes such that their holding amounts to the minimum authorised denomination. If Definitive Notes are issued in respect of the Global Notes, Noteholders should be aware that Definitive Notes which have a denomination that is not an integral multiple of the minimum authorised denomination may be illiquid and difficult to trade.

Book-Entry Interests

Unless and until Definitive Notes are issued in exchange for the Book-Entry Interests, holders and beneficial owners of Book-Entry Interests will not be considered the legal owners or holders of the Notes under the Trust Deed. After payment to the Principal Paying Agent, the Issuer will not have responsibility or liability for the payment of interest, principal or other amounts in respect of the Notes to Euroclear or Clearstream, Luxembourg or to holders or beneficial owners of Book-Entry Interests.

A nominee of the Common Safekeeper will be considered the registered holder of the Notes as shown in the records of Euroclear or Clearstream, Luxembourg and will be the sole legal holder of the Global Notes under the Trust Deed while the Notes are represented by the Global Notes. Accordingly, each person owning a Book-Entry Interest must rely on the relevant procedures of Euroclear and Clearstream, Luxembourg and, if such person is not a participant in such entities, on the procedures of the participant through which such person owns its interest, to exercise any right of a Noteholder under the Trust Deed.

Except as noted in the previous paragraph, payments of principal and interest on, and other amounts due in respect of, the Global Notes will be made by the Principal Paying Agent to the clearing systems. Upon receipt of any payment from the Principal Paying Agent, Euroclear and Clearstream, Luxembourg, as applicable, will promptly credit participants' accounts with payment in amounts proportionate to their respective ownership of Book-Entry Interests as shown on their records. The Issuer expects that payments by participants or indirect payments to owners of Book-Entry Interests held through such participants or indirect participants will be governed by standing customer instructions and customary practices, as is now the case with the securities held for the accounts of customers registered in "street name", and will be the responsibility of such participants or indirect participants. None of the Issuer, the Note Trustee or any

Paying Agent will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, the Book-Entry Interests or for maintaining, supervising or reviewing any records relating to such Book-Entry Interests.

Unlike Noteholders, holders of the Book-Entry Interests will not have the right under the Trust Deed to act upon solicitations by or on behalf of the Issuer for consents or requests by or on behalf of the Issuer for waivers or other actions from Noteholders. Instead, a holder of Book-Entry Interests will be permitted to act only to the extent it has received appropriate proxies to do so from Euroclear or Clearstream, Luxembourg (as the case may be) and, if applicable, their participants. There can be no assurance that procedures implemented for the granting of such proxies will be sufficient to enable holders of Book-Entry Interests to vote on any requested actions on a timely basis. Similarly, upon the occurrence of an Event of Default under the Notes, holders of Book-Entry Interests will be restricted to acting through Euroclear and Clearstream, Luxembourg unless and until Definitive Notes are issued in accordance with the relevant provisions described herein under "*Terms and Conditions of the Notes*" below. There can be no assurance that the procedures to be implemented by Euroclear and Clearstream, Luxembourg under such circumstances will be adequate to ensure the timely exercise of remedies under the Trust Deed.

Although Euroclear and Clearstream, Luxembourg have agreed to certain procedures to facilitate transfers of Book-Entry Interests among participants of Euroclear and Clearstream, Luxembourg, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. None of the Issuer, the Security Trustee or the Note Trustee, or any of their agents will have any responsibility for the performance by Euroclear or Clearstream, Luxembourg or their respective participants of their respective obligations under the rules and procedures governing their operations.

The lack of Notes in physical form could make it difficult for a Noteholder to pledge such Notes if Notes in physical form are required by the party demanding the pledge and hinder the ability of the Noteholder to resell such Notes because some investors may be unwilling to buy Notes that are not in physical form.

Certain transfers of Notes or interests therein may only be effected in accordance with, and subject to, certain transfer restrictions and certification requirements.

Change of law

The structure of the transaction as described in this Prospectus and, *inter alia*, the issue of the Notes and the ratings which are to be assigned to the Notes are based on the law and administrative practice in effect as at the date of this Prospectus as it affects the parties to the transaction and the Mortgage Portfolio and having regard to the expected tax treatment of all relevant entities under such law and practice. No assurance can be given as to the impact of any possible change to such law (including any change in regulation which may occur without a change in primary legislation) and practice or tax treatment after the date of this Prospectus, nor can any assurance be given as to whether any such change would adversely affect the ability of the Issuer to make payments under the Notes.

Risks relating to the Banking Act 2009

If an instrument or order were to be made under the Banking Act 2009 (the "**Banking Act**") in respect of a UK-incorporated institution with permission to accept deposits pursuant to Part IV of the FSMA (such as the Seller, the Basis Rate Swap Providers, the Issuer Account Banks, the Issuer Swap Collateral Account Banks, the Mortgages Trustee Account Banks, the Issuer Cash Manager and the Trust Property Cash Manager), such instrument or order may (amongst other things) affect the ability of such entities to satisfy their obligations under the Transaction Documents and/or result in modifications to such documents, which may have retrospective effect. In particular, modifications may be made pursuant to powers permitting certain trust arrangements to be removed or modified and/or via powers which permit provision to be included in an instrument or order such that the relevant instrument or order (and certain related events) is required to be disregarded in determining whether certain widely defined "default events" have occurred (which events would include certain trigger events included in the Transaction Documents in respect of the relevant entity, including termination events and (in the case of the Seller) trigger events in respect of perfection of legal title to the Mortgage Loans). As a result, the making of an instrument or order in respect of a relevant entity may affect the ability of the Issuer to meet its obligations in respect of the Notes and may result in a change in the contractual terms applicable to the Notes without the consent of the Noteholders. While there is provision for compensation in certain circumstances under the Banking Act, there can be no assurance that Noteholders would recover

compensation promptly and equal to any loss actually incurred. As at the date of this Prospectus, none of the FCA, HM Treasury or the Bank of England have made an instrument or order under the Banking Act 2009 in respect of the relevant entities referred to above and there has been no indication that the FCA, HM Treasury or the Bank of England will make any such instrument or order, but there can be no assurance that this will not change and/or that Noteholders will not be adversely affected by any such instrument or order if made.

In addition, on 15 May 2014 Directive 2014/59/EU of *the* European Parliament and of the Council establishing a framework for the recovery resolution of credit institutions and investment firms was published. The Directive when implemented could affect the ability of the various parties to satisfy their obligations under the Transaction Documents.

The aim of the Directive is to enable national authorities to tackle bank crises at the earliest possible moment, and to minimise costs for taxpayers. The Directive requires firms to prepare recovery plans and for the UK Treasury, the Bank of England and the FCA to prepare resolution plans. It gives powers to the UK Treasury, the Bank of England and the FCA to take action to address problems at an early stage, including requiring a firm to implement its recovery plan and replacing management with a special manager. The Directive also gives authorities resolution tools intended to manage the failure of a firm in an orderly way and ensure continuity of essential services, including a sale of business tool, a bridge institution tool, an asset separation tool and a bail-in tool. The deadline for national implementation of the Directive is 31 December 2014, although the provisions of the bail-in tool will only be applied from 2018.

Regulatory initiatives may result in increased regulatory capital requirements and/or decreased liquidity in respect of the Notes

In Europe, the U.S. and elsewhere there is increased political and regulatory scrutiny of the asset-backed securities industry. This has resulted in a raft of measures for increased regulation which are currently at various stages of implementation and which may have an adverse impact on the regulatory capital charge to certain investors in securitisation exposures and/or the incentives for certain investors to hold asset-backed securities, and may thereby affect the liquidity of such securities. Investors in the Notes are responsible for analysing their own regulatory position and none of the Issuer, the Joint Lead Managers, the Arrangers or the Seller makes any representation to any prospective investor or purchaser of the Notes regarding the regulatory capital treatment of their investment in the Notes on the Closing Date or at any time in the future.

In particular, investors should be aware of the EU risk retention and due diligence requirements which currently apply, or are expected to apply in the future, in respect of various types of EU regulated investors including credit institutions, authorised alternative investment fund managers, investment firms, insurance and reinsurance undertakings and UCITS funds. Amongst other things, such requirements restrict a relevant investor from investing in asset-backed securities unless: (i) that investor is able to demonstrate that it has undertaken certain due diligence in respect of various matters including its note position, the underlying assets and (in the case of certain types of investors) the relevant sponsor or originator; and (ii) the originator, sponsor or original lender in respect of the relevant securitisation has explicitly disclosed to the investor that it will retain, on an ongoing basis, a net economic interest of not less than 5 per cent. in respect of certain specified credit risk tranches or asset exposures. Failure to comply with one or more of the requirements may result in various penalties including, in the case of those investors subject to regulatory capital requirements, the imposition of a penal capital charge on the notes acquired by the relevant investor.

Aspects of the requirements and what is or will be required to demonstrate compliance to national regulators remain unclear. In particular, in the context of the requirements which apply in respect of EU-regulated credit institution investors, investment firms and authorised alternative investment fund managers, coming legislative developments may result in changes to the corresponding interpretation materials which apply in respect of such requirements. No assurance can be provided that any such changes will not affect the compliance position of previously issued transactions and/or the requirements applying to relevant investors in general.

The risk retention and due diligence requirements described above apply, or are expected to apply, in respect of the Notes. Investors should therefore make themselves aware of such requirements (and any corresponding implementing rules of their regulator), where applicable to them, in addition to any other regulatory requirements applicable to them with respect to their investment in the Notes. With respect to

the commitment of Virgin Money to retain a material net economic interest in the securitisation and with respect to the information to be made available by the Issuer or another relevant party (or, after the Closing Date, by Virgin Money in its capacity as the Administrator or the Issuer Cash Manager on the Issuer's behalf), please see the statements set out in the section entitled "*Certain Regulatory Disclosures*". Relevant investors are required to independently assess and determine the sufficiency of the information described above for the purposes of complying with any relevant requirements and none of the Issuer, Virgin Money, the Arrangers, the Joint Lead Managers nor any other party to the transaction makes any representation that the information described above is sufficient in all circumstances for such purposes.

Aspects of the risk retention and due diligence requirements described above and what is required to demonstrate compliance to national regulators remain unclear. Investors who are uncertain as to the requirements that will need to be complied with in order to avoid the additional regulatory charges for non-compliance or to avoid being required to take corrective action should seek guidance from their regulator.

The EU risk retention and due diligence requirements described above and any other changes to the regulation or regulatory treatment of the Notes for some or all investors may negatively impact the regulatory position of individual investors and, in addition, have a negative impact on the price and liquidity of the Notes in the secondary market.

Implementation of and/or Changes to the Basel III Framework May Affect the Capital and/or the Liquidity Requirements Associated with a Holding of the Notes for Certain Investors

The Basel Committee on Banking Supervision (the "**Basel Committee**") approved significant changes to Basel II (being the revised international capital framework of the Basel Committee, published in 2004) regulatory capital and liquidity framework in 2011 (such changes being commonly referred to as "**Basel III**"). In particular, Basel III provides for a substantial strengthening of existing prudential rules, including new requirements intended to reinforce capital standards (with heightened requirements for global systemically important banks) and to establish a leverage ratio "backstop" for financial institutions and certain minimum liquidity standards (referred to as the "**Liquidity Coverage Ratio**" and the "**Net Stable Funding Ratio**"). It is intended that member countries will implement the new capital standards and the new Liquidity Coverage Ratio as soon as possible (with provision for phased implementation, meaning that the measure will not apply in full until January 2019) and the Net Stable Funding Ratio from January 2018. Implementation of Basel III requires national legislation and therefore the final rules and the timetable for their implementation in each jurisdiction may be subject to some level of national variation. The Basel Committee has also published a consultative document setting out certain proposed revisions to the securitisation framework, including proposed new hierarchies of approaches to calculating risk weights and a new risk weight floor of 20 per cent.

Implementation of the Basel II framework (to the extent that it has not already been fully implemented in member countries) and/or of any of the changes put forward by the Basel Committee as described above may have an impact on the capital requirements in respect of the Notes and/or on incentives to hold the Notes for investors that are subject to requirements that follow the relevant framework and, as a result, may affect the liquidity and/or value of the Notes.

In general, investors should consult their own advisers as to the regulatory capital requirements in respect of the Notes and as to the consequences for and effect on them of any changes to the Basel II framework (including the changes described above) and the relevant implementing measures. No predictions can be made as to the precise effects of such matters on any investor or otherwise.

European Market Infrastructure Regulation EU648/2012

Each Swap Provider has agreed to provide hedging to the Issuer and investors should be aware that, further to the European Market Infrastructure Regulation EU648/2012 ("**EMIR**"), the Issuer is subject to certain regulatory requirements including, but not limited to, various compliance requirements for non-cleared "over-the-counter" derivative transactions (known as the 'risk mitigation techniques') and the requirement to report derivative transactions to a trade repository or to ESMA) which may result in future amendments by the Issuer to the Transaction Documents, in particular where Noteholder consent will not be required for such amendments. The 'risk mitigation techniques' include requirements for timely confirmation, portfolio reconciliation, and dispute resolution. As at the Closing Date, the Issuer Cash Manager will provide services to the Issuer which are required in order for the Issuer to comply with its

obligations under EMIR, to the extent that they may be delegated. In the event that the Back-Up Issuer Cash Manager replaces the Issuer Cash Manager following the termination of the Issuer Cash Manager's appointment, the reporting requirements set out in Article 9 of EMIR will be delegated by the Issuer to the relevant Swap Provider. In addition, such regulatory requirements may give rise to additional costs and expenses for the Issuer which would be payable prior to making payments on the Notes and, to the extent not adhered to, result in the Issuer being in breach of such regulatory requirements.

In the event that any of the above parties were to fail to perform its obligations under the respective agreements to which they are a party (including as a result of insolvency of such parties), payments on the Notes may be adversely affected.

CRA3

Prospective investors are responsible for ensuring that an investment in the Notes is compliant with all applicable investment guidelines and requirements and in particular any requirements relating to ratings.

In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Community and registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies (the "**CRA Regulation**").

The European Securities and Markets Authority ("**ESMA**") is obliged to maintain on its website, www.esma.europa.eu, a list of credit rating agencies registered and certified in accordance with the CRA Regulation. This list must be updated within five working days of ESMA's adoption of any decisions to withdraw the registration of a credit rating agency under the CRA Regulation. Therefore such list is not conclusive evidence of the status of the relevant rating agency as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list. The credit ratings included or referred to in this Prospectus are issued by Moody's and Fitch in respect of the Class A Notes and the Class M Notes, each of which is established in the European Union and included on the list of registered and certified credit rating agencies that is maintained by ESMA.

Prospective investors should note the provisions of Regulation 462/2013 (EU) which amends Regulation (EC) 1060/2009 on Credit Rating Agencies (together, "**CRA3**") which became effective on 20 June 2013. CRA3 requires, among other things, issuers or related third parties intending to solicit a credit rating of a structured finance instrument to appoint at least two credit rating agencies to provide credit ratings independently of each other. In addition, it is suggested that parties to a structured finance transaction consider appointing at least one smaller Credit Rating Agency (a Credit Rating Agency with no more than a 10% market share), so long as such Credit Rating Agency could be evaluated by the Issuer or related third party as capable of rating the issuance.

Additionally, CRA3 requires certain additional disclosure to be made in respect of structured finance transactions. The scope, extent and manner in which such disclosure is detailed in the final draft regulatory technical standards published by ESMA on 24 June 2014 which are anticipated to be adopted and published in final form in September or October 2014. These will come into force 20 days after final publication, but will not apply until 1 January 2017. The disclosure obligations will apply to structured finance instruments issued after the final regulatory technical standards come into force.

In the absence of a definite date for implementation, it is unclear (i) whether the content of the draft final technical standards will be adopted without any further amendment and (ii) whether it will apply to the Notes. It is therefore unclear how additional disclosure requirements will apply to the Notes and the Issuer and, consequently, what impact they may have on the Noteholders and their investment in the Notes.

Exchange rate risks and exchange controls.

The Issuer will pay principal and interest on the Notes in Sterling. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than Sterling. These include the risk that exchange rates may significantly change (including changes due to devaluation of Sterling or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency or Sterling may

impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to Sterling would decrease (i) the Investor's Currency-equivalent yield on the Notes, (ii) the Investor's Currency-equivalent value of the principal payable on the Notes and (iii) the Investor's Currency-equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal as measured in the Investor's Currency.

Legal considerations may restrict certain investments

The investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each potential investor of the Notes should consult its legal advisers to determine whether and to what extent (1) the Notes are legal investments for it, (2) the Notes can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of the Notes under any applicable risk-based capital or similar rules.

The Issuer believes that the risks described above are the principal risks inherent in the transaction for the Noteholders, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with the Notes may occur for other reasons and the Issuer does not represent that the above statements regarding the risks of holding the Notes are exhaustive. Although the Issuer believes that the various structural elements described in this Prospectus lessen some of these risks for Noteholders, there can be no assurance that these measures will be sufficient to ensure payment to Noteholders of interest, principal or any other amounts on or in connection with the Notes on a timely basis or at all.

TRANSACTION OVERVIEW

The information set out below is an overview of various aspects of the transaction. This overview does not purport to be complete and should be read in conjunction with, and is qualified in its entirety by references to, the detailed information presented elsewhere in this Prospectus.

TRANSACTION PARTIES ON THE CLOSING DATE

Party	Name	Address	Document under which appointed / Further Information
Issuer	Gosforth Funding 2014-1 plc	Fifth Floor 100 Wood Street London EC2V 7EX	N/A (Please refer to the section entitled " <i>The Issuer</i> " for further information on this.)
Holdings	Gosforth Holdings 2014-1 Limited	Fifth Floor 100 Wood Street London EC2V 7EX	N/A
Originators	NRAM plc (the " NRAM Originator ")	Croft Road Crossflatts Bingley West Yorkshire BD16 2UA	N/A (Please refer to the section entitled " <i>NRAM plc</i> " for further information on this.)
	Virgin Money plc, (" Virgin Money ") and the " VM Originator " and together with the NRAM Originator, "the Originators ")	Jubilee House Gosforth Newcastle Upon Tyne NE3 4PL	N/A (Please refer to the section entitled " <i>Virgin Money</i> " for further information on this.)
Seller	Virgin Money	Jubilee House Gosforth Newcastle Upon Tyne NE3 4PL	N/A (Please refer to the section entitled " <i>Virgin Money</i> " for further information on this.)
Mortgages Trustee	Gosforth Mortgages Trustee 2014-1 Limited	Fifth Floor 100 Wood Street London EC2V 7EX	Mortgages Trust Deed (Please refer to the section entitled " <i>The Mortgages Trustee</i> " for further information on this.)
Administrator	Virgin Money	Jubilee House Gosforth Newcastle Upon Tyne NE3 4PL	Administration Agreement (Please refer to the sections entitled " <i>The Administrator, the Administration Agreement and the Collection Account</i> " for further information on this.)
Back-Up Administrator	Homeloan Management	The Bailey, Skipton, North Yorkshire BD23	Back-Up Administration Agreement

<u>Party</u>	<u>Name</u>	<u>Address</u>	<u>Document under which appointed / Further Information</u>
	Limited	1DN	(Please refer to the sections entitled " <i>The Administrator, the Administration Agreement and the Collection Account</i> " and " <i>The Back-Up Administrator</i> " for further information on this.)
Back-Up Administrator Facilitator	Law Debenture Corporate Services Limited	Fifth Floor 100 Wood Street London EC2V 7EX	Administration Agreement (Please refer to the section entitled " <i>The Administrator, the Administration Agreement and the Collection Account</i> " for further information on this.)
Trust Property Cash Manager	Virgin Money	Jubilee House Gosforth Newcastle Upon Tyne NE3 4PL	Trust Property Cash Management Agreement (Please refer to the section entitled " <i>Cash Management for the Mortgages Trustee</i> " for further information on this.)
Back-Up Trust Property Cash Manager	Deutsche Bank AG, London Branch	1 Great Winchester Street London EC2N 2DB	Back-Up Trust Property Cash Management Agreement (Please refer to the sections entitled " <i>Cash Management for the Mortgages Trustee</i> " and " <i>The Back-Up Issuer Cash Manager and the Back-Up Trust Property Cash Manager</i> " for further information on this.)
Issuer Cash Manager	Virgin Money	Jubilee House Gosforth Newcastle Upon Tyne NE3 4PL	Issuer Cash Management Agreement (Please refer to the section entitled " <i>Cash Management for the Issuer</i> " for further information on this.)
Back-Up Issuer Cash Manager	Deutsche Bank AG, London Branch	1 Great Winchester Street London EC2N 2DB	Back-Up Issuer Cash Management Agreement (Please refer to the sections entitled " <i>Cash Management for the Issuer</i> " and " <i>The Back-Up Issuer Cash Manager and the Back-Up Trust Property Cash Manager</i> " for further information on this.)
Subordinated Loan Provider	Virgin Money	Jubilee House Gosforth Newcastle Upon Tyne NE3 4PL	Subordinated Loan Agreement (Please refer to the section entitled " <i>Credit Structure</i> " for further information on this.)
Initial Basis Rate	Virgin Money	Jubilee House Gosforth	Basis Rate Swap Agreement

<u>Party</u>	<u>Name</u>	<u>Address</u>	<u>Document under which appointed / Further Information</u>
Swap Provider		Newcastle Upon Tyne NE3 4PL	(Please refer to the sections entitled " <i>The Swap Agreements</i> " and " <i>Virgin Money</i> " for further information on this.)
Standby Basis Rate Swap Provider	Lloyds Bank plc	25 Gresham Street London EC2V 7HN	Standby Basis Rate Swap Agreement (Please refer to the sections entitled " <i>The Swap Agreements</i> " and " <i>The Standby Basis Rate Swap Provider</i> " for further information on this.)
Note Trustee	Citicorp Trustee Company Limited	Citigroup Centre Canada Square Canary Wharf London E14 5LB	Trust Deed (Please refer to the section entitled " <i>The Trust Deed and the Deed of Charge</i> " for further information on this.)
Security Trustee	Citicorp Trustee Company Limited	Citigroup Centre Canada Square Canary Wharf London E14 5LB	Deed of Charge (Please refer to the section entitled " <i>The Trust Deed and the Deed of Charge</i> " for further information on this.)
Principal Paying Agent	Citibank, N.A., London Branch	Citigroup Centre Canada Square Canary Wharf London E14 5LB	Paying Agent and Agent Bank Agreement
Agent Bank	Citibank, N.A., London Branch	Citigroup Centre Canada Square Canary Wharf London E14 5LB	Paying Agent and Agent Bank Agreement
Issuer Account Banks	Citibank, N.A., London Branch	Citigroup Centre Canada Square Canary Wharf London E14 5LB	Citi Account Bank Agreement (Please refer to the section entitled " <i>The Issuer Account Banks and the Mortgages Trustee Account Banks</i> " for further information on this.)
	The Bank of New York Mellon, London Branch	One Canada Square, London E14 5AL	BNY Account Bank Agreement (Please refer to the section entitled " <i>The Issuer Account Banks and the Mortgages Trustee Account Banks</i> " for further information on this.)
Mortgages Trustee Account Banks	Citibank, N.A., London Branch	Citigroup Centre Canada Square Canary Wharf	Citi Account Bank Agreement (Please refer to the section entitled " <i>The Issuer Account Banks and the</i>

<u>Party</u>	<u>Name</u>	<u>Address</u>	<u>Document under which appointed / Further Information</u>
		London E14 5LB	<i>Mortgages Trustee Account Banks</i> " for further information on this.)
	The Bank of New York Mellon, London Branch	One Canada Square, London E14 5AL	BNY Account Bank Agreement (Please refer to the section entitled " <i>The Issuer Account Banks and the Mortgages Trustee Account Banks</i> " for further information on this.)
Issuer Cash Swap Collateral Account Bank	HSBC Bank PLC	8 Canada Square London E14 5HQ	Swap Collateral Account Bank Agreement
Issuer Securities Swap Collateral Account Bank and together with the Issuer Cash Swap Collateral Account Bank, the Issuer Swap Collateral Account Banks	HSBC Bank PLC	8 Canada Square London E14 5HQ	Swap Collateral Account Bank Agreement
Collection Bank	Lloyds Bank plc	Lloyds Bank plc City Office Bailey Drive Gillingham Business Park Kent ME8 0LS	Collection Account Declaration of Trust (Please refer to the sections entitled " <i>The Administrator, the Administration Agreement and the Collection Account</i> " for further information on this.)
Corporate Services Provider	Law Debenture Corporate Services Limited	Fifth Floor 100 Wood Street London EC2V 7EX	Corporate Services Agreement (Please refer to the section entitled " <i>The Issuer</i> " for further information on this.)
Arrangers:	Citibank International Plc	Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB	N/A
	Deutsche Bank AG, London Branch	1 Great Winchester Street London EC2N 2DB	N/A
Joint Lead Managers:	Citibank International Plc	Citigroup Centre, Canada Square, Canary Wharf, London	Subscription Agreement See the section entitled " <i>Subscription and Sale</i> " for further

<u>Party</u>	<u>Name</u>	<u>Address</u>	<u>Document under which appointed / Further Information</u>
		E14 5LB	information
	Deutsche Bank AG, London Branch	1 Great Winchester Street London EC2N 2DB	
	Lloyds Bank plc	25 Gresham Street London EC2V 7HN	

MORTGAGE PORTFOLIO

Please refer to the sections entitled "*Mortgage Loans*", "*The Provisional Mortgage Portfolio*" and "*Assignment of the Mortgage Loans and Related Security*" for further details in respect of the characteristics of the Mortgage Portfolio and the sale and the servicing arrangements in respect of the Mortgage Portfolio.

Sale of Mortgage Portfolio: The Initial Mortgage Portfolio will consist of the Mortgage Loans and their Related Security which will be sold by the Seller to the Mortgages Trustee on the Closing Date pursuant to the Mortgage Sale Agreement.

The Initial Mortgage Portfolio comprises Mortgage Loans originated by NRAM plc (formerly Northern Rock (Asset Management) plc) and transferred to Virgin Money plc and Mortgage Loans originated by Virgin Money.

In accordance with the terms of the Mortgage Sale Agreement, New Mortgage Loans and their Related Security may be sold by the Seller to the Mortgages Trustee following the Closing Date and added to the Mortgage Portfolio subject to satisfaction of the Replenishment Criteria.

The Mortgage Loans and Related Security are governed by English Law.

Please refer to the section entitled "*Assignment of the Mortgage Loans and Related Security*" for further information.

Features of Mortgage Loans: Certain features of the Mortgage Loans as at the Provisional Mortgage Portfolio Information Date are set out in the table below and investors should refer to, and carefully consider, further details in respect of the Mortgage Loans set out in "*The Provisional Mortgage Portfolio*". The Mortgage Loans are loans to prime borrowers secured by first priority charges over freehold and leasehold properties in England and Wales:

Type of mortgage	repayment and interest only		
Number of Mortgage Loans	12,184		
Number of Borrowers	24,089		
	Weighted average	Minimum	Maximum
Current Balance	148,989*	10,035.08	749,911.58
Current LTV Ratio (%)	62.67	1.34	84.94
Current Indexed LTV Ratio (%)	58.23	1.28	84.68
Seasoning (months)	36.19	5.95	149.79
Remaining Term (years)	19.27	2.02	34.50

* Simple average not weighted average

Please also refer to the section entitled "*The Provisional Mortgage Loan*"

Portfolio".

Consideration: The consideration from the Mortgages Trustee to the Seller in respect of (i) the sale and assignment of the Initial Mortgage Portfolio together with its Related Security on the Closing Date and (ii) the sale and assignment of New Mortgage Loans together with their Related Security on the relevant Transfer Date, will consist of:

- (a) the Initial Consideration of £1,500,777,306.75, being an amount equal to the Current Balance of the Mortgage Loans in the Initial Mortgage Portfolio, which is due and payable on the Closing Date and is funded by the Issuer's Initial Contribution;
- (b) any cash consideration paid by the Mortgages Trustee to the Seller on the relevant Transfer Date out of cash amounts forming part of the Trust Property on such Transfer Date;
- (c) where cash consideration is not paid by the Mortgages Trustee to the Seller on the relevant Transfer Date the increase in the Seller Share of the Trust Property on such Transfer Date as a result of the assignment of New Mortgage Loans to the Mortgages Trustee on such Transfer Date;
- (d) the covenant of the Mortgages Trustee to hold the Trust Property on trust for the Issuer and the Seller, as further described in the section entitled "*The Mortgages Trust*", and to distribute Revenue Receipts and Principal Receipts in accordance with the terms of the Mortgages Trust Deed;
- (e) the covenant of the Mortgages Trustee (in its capacity as the All Monies Mortgage Trustee) to hold the trust property under the All Monies Mortgage Trust upon trust for itself and the Seller (as beneficiaries) upon, and with and subject to the trusts, powers and provisions set out in the Mortgage Sale Agreement; and
- (f) the covenant of the Mortgages Trustee to pay or procure the payment to the Seller any amounts of Deferred Consideration in accordance with the provisions of the Mortgage Sale Agreement and the Mortgages Trust Deed and in accordance with the Priority of Payments.

Contribution: The Initial Contribution from the Issuer to the Mortgages Trustee to acquire the Issuer Share of Trust Property on the Closing Date shall be funded from the proceeds of the issue of the Notes.

The Issuer shall pay any Deferred Contribution to the Mortgages Trustee from excess funds available to the Issuer for such purposes in accordance with the applicable Priority of Payments.

Replenishment of the Mortgage Portfolio Subject to the satisfaction of certain conditions, prior to the occurrence of a Pass-Through Trigger Event, the Seller may sell and assign New Mortgage Loans and their Related Security to the Mortgages Trustee.

Representations and Warranties: The Seller will make the relevant Loan Warranties to the Mortgages Trustee, the Issuer and the Security Trustee on the Closing Date in respect of the Initial Mortgage Portfolio and on the relevant Transfer Date in respect of any New Mortgage Loans which subsequently form part of the Mortgage Portfolio.

Repurchase of the Mortgage Loans: The Seller shall repurchase the relevant Mortgage Loans and their Related Security in the following circumstances:

- (a) upon breach of any of the Loan Warranties (which are either not capable of remedy or if the Seller fails to remedy the relevant breach within the agreed grace period); or
- (b) in order to make Further Advances and/or Product Switches.

The Seller may repurchase all of the Mortgage Loans and their Related Security in the following circumstances:

- (a) if the Issuer exercises its option to redeem in full pursuant to Condition 5(D)(ii); or
- (b) if the Issuer exercises its general call options (see the section headed "*Overview of the Terms and Conditions of the Notes – Redemption*").

Consideration for repurchase: Consideration payable by the Seller in respect of the repurchase of the Mortgage Loans shall be equal to the Current Balance plus accrued and unpaid interest of the Mortgage Loans to be repurchased as of the date of completion of the repurchase plus relevant expenses in accordance with the Mortgage Sale Agreement.

Relevant Events: See "*Relevant Event*" in the "*Non-Rating Triggers Table*".

Prior to the completion of the transfer of legal title of the Mortgage Loans, the Issuer will hold only an equitable and/or beneficial interest in those Mortgage Loans and will, therefore, be subject to certain risks as set out in the risk factor entitled "*Equitable Interest and Declaration of Trust*" in the section entitled "*Risk Factors*".

Replacement of Administrator: See "*Administrator Termination Event*" in the "*Non-Rating Triggers Table*".

Delegation by Administrator: The Administrator may, in certain circumstances, delegate or sub-contract some or all of its responsibilities and obligations under the Administration Agreement. However, the Administrator remains liable at all times for servicing the Loans and for the acts or omissions of any delegate or sub-contractor. See the section entitled "*The Administrator, the Administration Agreement and the Collection Account*" for further information on this.

SUMMARY OF THE TERMS AND CONDITIONS OF THE NOTES

Please refer to section entitled "Terms and Conditions of the Notes" for further detail, in respect of the terms of the Notes.

FULL CAPITAL STRUCTURE OF THE NOTES

	Class of Notes			
	<u>Class A1 Notes</u>	<u>Class A2 Notes</u>	<u>Class M Notes</u>	<u>Class Z Notes</u>
<i>Currency:</i>	Sterling			
<i>Initial Principal Amount:</i>	£600,000,000	£650,000,000	£55,600,000	£83,300,000
<i>Note Credit Enhancement:</i>	Subordination of Class M Notes and Class Z Notes, excess Issuer Available Revenue Receipts	Subordination of Class M Notes and Class Z Notes, excess Issuer Available Revenue Receipts	Subordination of Class Z Notes, excess Issuer Available Revenue Receipts	Excess Issuer Available Revenue Receipts
<i>Reserve Credit Enhancement for the Class A Notes and Class M Notes:</i>	Reserve Fund	Reserve Fund	Reserve Fund	N/A
<i>Liquidity Support:</i>	Liquidity Reserve Fund, Reserve Fund, Principal applied to make up Revenue Shortfall	Liquidity Reserve Fund, Reserve Fund, Principal applied to make up Revenue Shortfall	Liquidity Reserve Fund, Reserve Fund, Principal applied to make up Revenue Shortfall	N/A
<i>Issue Price:</i>	100%			
<i>Interest Reference Rate:</i>	3 month GBP LIBOR (interpolated for 3 and 6 month GBP LIBOR in respect of the first Payment Date)	3 month GBP LIBOR (interpolated for 3 and 6 month GBP LIBOR in respect of the first Payment Date)	3 month GBP LIBOR (interpolated for 3 and 6 month GBP LIBOR in respect of the first Payment Date)	Fixed Rate
<i>Relevant Margin:</i>	Up to and excluding the Step-Up Date, 0.37% p. a.	Up to and excluding the Step-Up Date, 0.58% p. a.	1.00% p. a.	Fixed Rate of 0% p. a.

	Class A1 Notes	Class A2 Notes	Class M Notes	Class Z Notes
<i>Step-Up Margin:</i>	From and including the Step-Up Date, 0.74% p. a.	From and including the Step-Up Date, 1.16% p. a.	N/A	N/A
<i>Interest Accrual Method:</i>	Actual/365			
<i>Payment Calculation Date:</i>	The day falling two Business Days prior to each Payment Date			
<i>Payment Dates</i>	Interest and Principal will be payable quarterly in arrear on the Payment Dates falling in January, April, July and October in each year.			
<i>Business Day Convention:</i>	Following	Following	Following	Following
<i>First Payment Date:</i>	The Payment Date falling in January			
<i>First Interest Period:</i>	From the Closing Date to the first Payment Date			
<i>Call Option/Step-Up Date:</i>	19 October 2019	19 October 2019	N/A	N/A
<i>Pre-Step-Up Date Redemption profile:</i>	scheduled amortisation until Pass-Through Trigger Event	pass through amortisation	pass through amortisation	pass through amortisation
<i>Post Step-Up Redemption profile if Notes are not redeemed on Step-Up Date:</i>	pass through amortisation	pass through amortisation	pass through amortisation	pass through amortisation
<i>Other Early Redemption in Full Events:</i>	Please refer to Condition 5 (<i>Redemption and Cancellation</i>)			
<i>Final Redemption Date:</i>	19 October 2056	19 October 2056	19 October 2056	19 October 2056
<i>Form of the Notes:</i>	Bearer			
<i>Application for Listing:</i>	London Stock Exchange			
<i>ISIN:</i>	XS1107298710	XS1107299361	XS1107299791	XS1107299957
<i>Common Code:</i>	110729871	110729936	110729979	110729995
<i>Clearance/Settlement:</i>	Euroclear/ Clearstream, Luxembourg			

	<u>Class A1 Notes</u>	<u>Class A2 Notes</u>	<u>Class M Notes</u>	<u>Class Z Notes</u>
<i>Minimum Denomination:</i>		£100,000 and £1,000 thereafter		
<i>Retained Amount:</i>	0%	38%	100%	100%
<i>Programmatic or Standalone issuance:</i>		Single issuance standalone structure		

OVERVIEW OF THE TERMS AND CONDITIONS OF THE NOTES

Please refer to the section entitled "*Terms and Conditions of the Notes*" for further detail in respect of the terms of the Notes.

Ranking of Payments of Interest: Payments of interest on the Class A Notes, the Class M Notes and the Class Z Notes will be paid sequentially. Payments on the Class A Notes (to be applied *pro rata* and *pari passu* between the Class A1 Notes and the Class A2 Notes) will rank in priority to payments on the Class M Notes and the Class Z Notes, and payments on the Class M Notes will rank in priority to payments on the Class Z Notes.

Ranking of Payments of Principal on the Notes: Prior to the occurrence of a Pass-Through Trigger Event, Issuer Available Principal Receipts will be applied to redeem the Class A1 Notes in an amount up to the Target Amortisation Amount on each Payment Date.

Prior to the occurrence of a Pass-Through Trigger Event and for as long as the Class A1 Notes remain outstanding, no principal will be payable in respect of the Class A2 Notes, the Class M Notes or the Class Z Notes.

Following the occurrence of a Pass-Through Trigger Event, Issuer Available Principal Receipts will be applied first, to redeem the Class A1 Notes in full, second, to redeem the Class A2 Notes in full, third, to redeem the Class M Notes in full, and fourth, to redeem the Class Z Notes.

The Class A1 Notes will rank *pari passu* and rateably among themselves at all times in respect of payments of principal.

The Class A2 Notes will rank *pari passu* and rateably among themselves at all times in respect of payments of principal.

The Class M Notes will rank *pari passu* and rateably among themselves at all times in respect of payments of principal.

The Class Z Notes will rank *pari passu* and rateably among themselves at all times in respect of payments of principal.

For a more detailed summary of the Priority of Payments, please refer to the section entitled "*Cashflows*".

Security: The Notes are secured and will share the same Security together with the other Secured Obligations of the Issuer in accordance with the Deed of Charge as described in further detail in Condition 2(D) (*Security*). Some of the other Secured Obligations rank senior to the Issuer's obligations under the Notes in respect of the allocation of proceeds as set out in the Issuer Post-Acceleration Priority of Payments.

Interest payable on the Notes: The interest rates applicable to each Class of Notes are described in the sections "*Full Capital Structure of the Notes*" and "*Terms and Conditions of the Notes*".

From and including the relevant Step-Up Date, the margin due and payable on the Class A Notes shall increase, as described in the sections "*Full Capital Structure of the Notes*" and "*Terms and Conditions of the Notes*".

Interest Deferral:

Interest due and payable on the Class A Notes may not be deferred. Interest due and payable on the Class M Notes and the Class Z Notes may be deferred in accordance with Condition 4(I) (*Interest – Deferral of Interest*).

None of the Issuer, the Note Trustee or any other person will be obliged to pay any additional amounts to the Noteholders if there is any withholding or deduction for or on account of taxes from a payment made under the Notes.

Redemption:

The Notes are subject to the following optional or mandatory redemption events:

- (a) mandatory redemption in whole on the Final Redemption Date, as fully set out in Condition 5(A) (*Redemption and Cancellation – Final Redemption*);
- (b) mandatory redemption in part on each Payment Date as follows:
 - (i) prior to the occurrence of a Pass-Through Trigger Event, redemption in part in respect of the Class A1 Notes only in an amount equal to the lower of (i) the Target Amortisation Amount and (ii) the amount of Issuer Available Principal Receipts available on such Payment Date in accordance with the Issuer Pre-Acceleration Principal Priority of Payments;
 - (ii) following the occurrence of a Pass-Through Trigger Event, redemption in part on any Payment Date of the Class A1 Notes to the extent of Issuer Available Principal Receipts available on such date in accordance with the Issuer Pre-Acceleration Principal Priority of Payments;
 - (iii) in respect of the Class A2 Notes, from the date on which all the Class A1 Notes have been redeemed in full, redemption in part on any Payment Date to the extent of Issuer Available Principal Receipts available on such date in accordance with the Issuer Pre-Acceleration Principal Priority of Payments;
 - (iv) in respect of the Class M Notes, from the date on which all the Class A Notes have been redeemed in full, redemption in part on any Payment Date to the extent of Issuer Available Principal Receipts available on such date in accordance with the Issuer Pre-Acceleration Principal Priority of Payments;
 - (v) in respect of the Class Z Notes, from the date on which all the Class M Notes have been redeemed in full, redemption in part on any Payment Date to the extent of Issuer Available Principal Receipts available on such date in accordance with the Issuer Pre-Acceleration Principal Priority of Payments,

in each case as fully set out in Condition 5(B) (*Redemption and Cancellation – Mandatory Redemption of the Notes in Part*);

- (c) optional redemption exercisable by the Issuer in whole of a Class of Notes on or after the relevant Step-Up Date for such Class of

Notes, as fully set out in Condition 5(D)(i) (*Redemption and Cancellation – Optional Redemption in Full*);

- (d) optional redemption exercisable by the Issuer in whole where the Principal Amount Outstanding of all the Notes is or will be less than 10 per cent. of the aggregate Principal Amount Outstanding of the Notes as at the Closing Date, as fully set out in Condition 5(D)(ii) (*Redemption and Cancellation – Optional Redemption in Full*); and
- (e) optional redemption exercisable by the Issuer in whole for tax reasons, as fully set out in Condition 5(E) (*Redemption and Cancellation – Optional Redemption for Tax and other Reasons*).

Subject to the Issuer having sufficient funds available for this purpose, each Note subject to redemption will be redeemed in an amount equal to the Principal Amount Outstanding of the relevant Note together with accrued (and unpaid) interest on the Principal Amount Outstanding of the relevant Note up to (but excluding) the date of redemption.

Events of Default:

As fully set out in Condition 9 (*Events of Default*), including:

- (a) non-payment by the Issuer of principal in respect of the Most Senior Class of Notes following expiry of the relevant grace period which is 7 Business Days;
- (b) non-payment by the Issuer of interest in respect of the Most Senior Class of Notes following expiry of the relevant grace period which is 15 Business Days;
- (c) material breach of contractual obligations by the Issuer;
- (d) inability of Issuer to pay its debts when due; and
- (e) insolvency of the Issuer.

Limited Recourse:

If at any time following:

- (a) the occurrence of either:
 - (i) the Final Redemption Date or any earlier date upon which all of the Notes of each Class are due and payable; or
 - (ii) the service of an Enforcement Notice; and
- (b) Realisation of the Charged Property and application in full of any amounts available to pay amounts due and payable under the Notes in accordance with the applicable Priority of Payments,

the proceeds of such Realisation are insufficient, after payment of all other claims ranking in priority in accordance with the applicable Priority of Payments, to pay in full all amounts then due and payable under any Class of Notes then the amount remaining to be paid (after such application in full of the amounts first referred to in (ii) above) under such Class of Notes (and any Class of Notes junior to that Class of Notes) shall, on the day following such application in full of the amounts referred to in (ii) above, cease to be due and payable by the Issuer. "**Realisation**" is defined in Condition 5(G) (*Limited Recourse*).

Governing Law: English law.

OVERVIEW OF RIGHTS OF NOTEHOLDERS

Please refer to the sections entitled "*Terms and Conditions of the Notes*" for further details in respect of the rights of Noteholders, conditions for exercising such rights and relationship with other Secured Creditors.

Convening of a Meeting:

Noteholders holding more than 10% of the Principal Amount Outstanding of the Notes then outstanding are entitled to convene a Noteholders' meeting at any time and all Noteholders are entitled to participate in a Noteholders' meeting convened by the Issuer or Note Trustee or the Noteholders to consider any matter affecting their interests.

A meeting convened by the Issuer or the Note Trustee may be cancelled by the Issuer or the Note Trustee, **provided that**, notice of such cancellation is given to the Noteholders not less than 24 hours before the time fixed for such meeting. A meeting convened by the Issuer or the Note Trustee upon requisition in writing of the Noteholders of more than 10% of the Principal Amount Outstanding of the Notes then outstanding may be cancelled by the Issuer or the Note Trustee if it is proven to the satisfaction of the Note Trustee that the required quorum will not be reached, **provided that** notice of such cancellation is given to the Noteholders not less than 24 hours before the time fixed for such meeting.

So long as no Note Event of Default has occurred and is continuing, the Noteholders are not entitled to instruct or direct the Issuer to take any actions, either directly or through the Note Trustee.

Following a Note Event of Default:

Following the occurrence of a Note Event of Default, Noteholders of the Most Senior Class may, if they hold more than 25% of the Principal Amount Outstanding of the Most Senior Class of Notes then outstanding, or if they pass an Extraordinary Resolution, direct the Note Trustee to give a Note Acceleration Notice to the Issuer and each Basis Rate Swap Provider that all Classes of the Notes are immediately due and repayable at their respective Principal Amount Outstanding.

Noteholders Meeting provisions:

Notice period:	21 clear days for the initial meeting	Not less than 13 clear days and not more than 42 clear days for the adjourned meeting
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Quorum:	10% of the Principal Amount Outstanding of the relevant Class of Notes for the initial meeting or 50% of the Principal Amount Outstanding of the relevant Class of Notes for the initial meeting for the purpose of passing an Extraordinary Resolution (other than	Any holding for the adjourned meeting (other than a Basic Terms Modification, which requires 25% of the Principal Amount Outstanding of the relevant Class of Notes)
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	Basic Modification, requires 75% of the Principal Amount Outstanding of the relevant Class of Notes)	Terms which of the Amount of the (
Required majority:	More than 50% of votes cast for matters requiring an ordinary resolution	75% of votes cast for matters requiring an Extraordinary Resolution
Written Resolution:	90% of the Principal Amount Outstanding of the relevant Class of Notes. A Written Resolution has the same effect as an Extraordinary Resolution.	
Electronic Consents:	Noteholders may also pass an Extraordinary Resolution by way of electronic consents communicated through the electronic communications systems of the clearing system(s) to the Principal Paying Agent or another specified agent and/or the Note Trustee in accordance with the operating rules and procedures of the relevant clearing system(s) (" Electronic Consents "). Such consents are required from Noteholders of not less than 75 per cent. in aggregate Principal Amount Outstanding of the relevant class of Notes then outstanding for matters requiring Extraordinary Resolutions. A resolution passed by such means has the same effect as an Extraordinary Resolution.	

Matters requiring Extraordinary Resolution:

Broadly, the following matters require an Extraordinary Resolution:

- (a) Basic Terms Modification;
- (b) termination of the appointment of the Administrator;
- (c) direction to the Note Trustee to give a Note Acceleration Notice;
- (d) instruction to the Security Trustee to give an Enforcement Notice; and
- (e) removal of the Note Trustee or Security Trustee.

Basic Terms Modification:

Broadly, the following matters are Basic Terms Modifications:

- (a) changes to payments (timing, method of calculation, reduction in amounts due and currency);
- (b) changes to the Priority of Payments;
- (c) changes to quorum and majority requirements in respect of Extraordinary Resolutions; and
- (d) any alteration to the definition of Basic Terms Modification.

Relationship between Classes of Noteholders:

Subject to the provisions in respect of a Basic Terms Modification, an Extraordinary Resolution of Noteholders of the Most Senior Class shall be binding on all other Classes and would override any resolution to the contrary of the Classes ranking behind such Class.

The sanction of a Basic Terms Modification requires an Extraordinary Resolution of each Class of Notes then outstanding.

"**Most Senior Class**" means:

- (a) the Class A Notes; or
- (b) if no Class A Notes are then outstanding, the Class M Notes; or
- (c) if no Class A or Class M Notes are then outstanding, the Class Z Notes.

Originator/Seller as Noteholder:

For the purposes of, *inter alia*, the right to attend and vote at any meeting of Noteholders, any Extraordinary Resolution in writing and any direction made by Noteholders, those Notes (if any) which are held by or on behalf of or for the benefit of the NRAM Originator or the Seller or any holding company of either of them, in each case as beneficial owner, shall (unless and until ceasing to be so held) be deemed not to remain outstanding.

Relationship between Noteholders and other Secured Creditors:

So long as any Notes are outstanding, the Security Trustee will not be bound to act unless directed to do so by the Note Trustee and the Note Trustee will not be bound to give any direction unless instructed to do so by the Noteholders and will only take into account the interests of the Noteholders in the exercise of its discretion.

Provision of Information to the Noteholders:

The Administrator will publish (i) an investor report (each, an "**Investor Report**") on a monthly basis which will include, without limitation, information on the Mortgage Loans and payments in arrears and the Seller's holding of the Notes and its compliance with Article 405 of the CRR and Article 51 of the AIFM Regulation; and (ii) monthly reports providing certain loan level data in relation to the Mortgage Portfolio, and to publish such reports on the Virgin Money website (<http://uk.virginmoney.com/virgin/investor-relations/securitisation.jsp>) (please note, the content of the www.virginmoney.com website does not form part of this Prospectus).

Communication with Noteholders:

Any notice to be given by the Issuer or the Note Trustee to Noteholders shall be given in the following manner:

- (a) so long as the Notes are held in the clearing systems, delivered to the relevant clearing systems for communication by them to Noteholders and so long as the Notes are listed on a recognised stock exchange, by delivery in accordance with the notice requirements of that exchange; or

- (b) if the Notes are no longer held in the Clearing Systems, published in the Financial Times or, if such newspaper shall cease to be published or, if timely publication therein is not practicable, in such other English newspaper or newspapers as the Note Trustee shall approve in advance having a general circulation in the United Kingdom and so long as the Notes are listed on a recognised stock exchange, by delivery in accordance with the notice requirements of that exchange.

The Note Trustee shall be at liberty to sanction some other method of giving notice to the Noteholders if, in its opinion, such other method is reasonable having regard to market practice then prevailing and to the requirements of the stock exchanges, competent listing authorities and/or quotation systems on or by which the Notes are then listed, quoted and/or traded and **provided that** notice of such other method is given to the Noteholders in such manner as the Note Trustee shall require.

SUMMARY OF CREDIT STRUCTURE AND CASHFLOW

Please refer to the sections entitled "*Cashflows*" and "*Credit Structure*" for further detail in respect of the credit structure and cash flow of the transaction.

Mortgages Trust:

The Mortgages Trust will be established on the Closing Date between, *inter alios*, the Mortgages Trustee, the Seller and the Issuer. The Mortgages Trustee will hold the Trust Property on trust for both the Issuer and the Seller. The Issuer and the Seller will each have a joint and undivided beneficial interest in the Trust Property. Payments of interest and principal arising from the Mortgage Loans in the Trust Property will be allocated to the Issuer and the Seller as described in the section entitled "*The Mortgages Trust*". The only beneficiaries of the Mortgages Trust will be the Issuer and the Seller.

The whole beneficial interest in the Initial Mortgage Portfolio and the Related Security that the Seller assigns to the Mortgages Trustee on the Closing Date will form part of the Trust Property. In addition, Borrow-backs (which comprise Cash Borrow-backs and Non-Cash Borrow-backs, each as defined in the section entitled "*The Mortgage Loans – Characteristics of the Mortgage Loans – Mortgage Loans*") that are made under Mortgage Loans following the Closing Date will result in an increase of the Current Balance of the relevant Mortgage Loans and therefore will also form part of the Trust Property (which will result in a corresponding increase to the Seller Share). Cash Borrow-backs will be funded solely by the Seller and the Seller will fund the unpaid interest element of Non-Cash Borrow-backs resulting from Borrowers taking payment holidays.

The composition of the Trust Property will fluctuate throughout the life of the Mortgages Trust, including as a result of Borrow-backs under Mortgage Loans, repayment of Mortgage Loans, repurchase of the Mortgage Loans by the Seller, the making of cash contributions by the Seller to the Mortgages Trustee and/or the sale of New Mortgage Loans by the Seller to the Mortgages Trustee.

Realised losses experienced on the Mortgage Loans during a Trust Calculation Period in circumstances where there is no material breach of representation or warranty by the Seller with respect to such Mortgage Loans and which do not otherwise constitute a Denominator Reduction Event (such realised losses together being "**Losses**") will be allocated to each of the Issuer and the Seller in accordance with the Issuer Share Percentage and the Seller Share Percentage. Denominator Reduction Amounts (representing set-off losses on the Mortgage Portfolio and the failure by the Seller to repurchase Mortgage Loans which it is required to repurchase) increase the Issuer Share Percentage.

See the section entitled "*The Mortgages Trust*" for further information.

Mortgages Trustee Available Revenue Receipts and Mortgages Trustee Principal Receipts:

The Trust Property Cash Manager will apply Mortgages Trustee Available Revenue Receipts and Mortgages Trustee Available Principal Receipts on each Distribution Date in accordance with the Mortgages Trustee Revenue Priority of Payments and the Mortgages Trustee Principal Priority of Payments, as set out below.

"**Mortgages Trustee Available Revenue Receipts**" will, broadly, include the following:

- (a) Revenue Receipts on the Mortgage Loans received during the

immediately preceding Trust Calculation Period;

- (b) interest payable to the Mortgages Trustee on the Mortgages Trustee Transaction Accounts and income received from any Permitted Investments; and
- (c) payments made by the Seller to the Mortgages Trustee in respect of any Non-Cash Borrow-backs resulting from Borrowers taking payment holidays,

in accordance with the determinations and calculations made by the Trust Property Cash Manager (see "*Cash Management for the Mortgages Trustee*" below).

"Mortgages Trustee Available Principal Receipts" will, broadly, include all Principal Receipts on the Mortgage Loans and any cash amounts standing to the credit of the Trust Replenishment Ledger at the relevant Trust Calculation Date in accordance with the determinations and calculations made by the Trust Property Cash Manager (see "*Cash Management for the Mortgages Trustee*" below).

On each Trust Calculation Date, the Trust Property Cash Manager will calculate and allocate the Issuer Revenue Share and the Seller Revenue Share for the then current Trust Calculation Period and will then apply the Mortgages Trustee Available Revenue Receipts on the following Distribution Date in accordance with the Mortgages Trustee Revenue Priority of Payments and will apply the Mortgages Trustee Available Principal Receipts on the following Distribution Date in accordance with the Mortgages Trustee Principal Priority of Payments.

Seller Cash Contribution:

The Seller may make a cash contribution to the Mortgages Trust from time to time (each such contribution, a "**Seller Cash Contribution**"), the proceeds of which may be applied by the Mortgages Trustee, *inter alia*, as consideration for the purchase of New Mortgage Loans and their Related Security pursuant to the terms of the Mortgage Sale Agreement. Any Seller Cash Contribution shall be credited by the Trust Property Cash Manager to the Trust Replenishment Ledger in one or both of the Mortgages Trustee Transaction Accounts provided, however, that in the case of any Seller Cash Contribution made for the purposes of the acquisition by the Mortgages Trustee of New Mortgage Loans and their Related Security, the Seller and the Mortgages Trustee shall be entitled to set-off the cash payment comprising such Seller Cash Contribution against the purchase price payable by the Mortgages Trustee to the Seller in respect of such New Mortgage Loans and their Related Security.

Any amounts credited to the Trust Replenishment Ledger that are not applied towards the purchase of New Mortgage Loans and their Related Security on or prior to the next following Trust Calculation Date shall form part of the Mortgages Trustee Available Principal Receipts to be applied by the Trust Property Cash Manager on the relevant Distribution Date in accordance with the Mortgages Trustee Principal Priority of Payments.

On each Distribution Date the Seller shall be obliged to make a Seller Cash Contribution (each, a "**Mandatory Seller Cash Contribution**") in a minimum amount equal to the Mandatory Seller Cash Contribution Amount as determined with respect to such Distribution Date in order to ensure that the Seller Share will not fall below the Minimum Seller Share on such Distribution Date. Such Mandatory Seller Cash Contribution

Amount will be set off against a portion of the amount due to be paid to the Seller on such Distribution Date pursuant to the Mortgages Trustee Principal Priority of Payments (which amount shall be retained by the Mortgages Trustee in the Mortgages Trustee Transaction Accounts and credited to the Trust Replenishment Ledger) and no Seller Share Event shall occur as a result.

"**Mandatory Seller Cash Contribution Amount**" means, with respect to a Distribution Date, the amount (if any) by which the distribution of all Mortgages Trustee Available Principal Receipts required to be distributed to the Seller on such Distribution Date pursuant to the Mortgages Trustee Principal Priority of Payments would cause the Seller Share to fall below the Minimum Seller Share.

Pursuant to the terms of the Mortgages Trust Deed and the Mortgage Sale Agreement, the Seller shall be entitled to set-off any amounts of Deferred Consideration or Seller Principal Payment Amount due to it against any Seller Cash Contribution made by the Seller on such date.

Trust Replenishment Ledger:

The Mortgages Trustee (or the Trust Property Cash Manager on its behalf) will establish the Trust Replenishment Ledger and will record as a credit to the ledger any Seller Cash Contribution. The Mortgages Trustee (or the Trust Property Cash Manager on its behalf) will record as a debit to the Trust Replenishment Ledger any cash payment applied by Mortgages Trustee (or the Trust Property Cash Manager on its behalf) as consideration for the purchase of any New Mortgage Loans and their Related Security.

Summary of Mortgages Trustee Priority of Payments:

Below is a summary of the Mortgages Trustee Priority of Payments. Please refer to the section entitled "*The Mortgages Trust*" for further information.

<u>Mortgages Trustee Revenue Priority of Payments</u>	<u>Mortgages Trustee Principal Priority of Payments</u>
On each Distribution Date, the Mortgages Trustee Available Revenue Receipts shall be applied in the following order of priority:	On each Distribution Date, the Mortgages Trustee Available Principal Receipts shall be applied in the following order of priority:
(a) fees of the Mortgages Trustee/third parties (payable <i>pari passu</i> and <i>pro rata</i> from the Issuer Revenue Share and the Seller Revenue Share);	(a) on any Distribution Date prior to a Pass-Through Trigger Event:
(b) amounts that the Issuer is required to pay to the Security Trustee after the service of a Note Acceleration Notice (payable from the Issuer Revenue Share only);	(i) to the Issuer to pay amounts required by the Issuer to pay all amounts due under items (i) and (ii) of the Issuer Pre-Acceleration Principal Priority of Payments on the immediately following Payment Date; and
(c) amounts due to the Administrator/Back-Up Administrator/Back-Up Administrator Facilitator/Corporate Services Provider/Trust Property Cash Manager/Back-Up Trust Property Cash Manager (payable <i>pari passu</i> and <i>pro rata</i> from the Issuer Revenue Share and the Seller Revenue	(ii) the Seller Principal Payment Amount to the Seller;
	(b) on any Distribution Date following a Pass-Through Trigger Event:
	(i) to the Issuer up to the Issuer

- | | |
|--|--|
| Share); and | Share of the Trust Property; and |
| (d) excess Seller Revenue Share to the Seller/
excess Issuer Revenue Share to the Issuer. | (ii) the Seller Principal Payment
Amount to the Seller. |

Available Receipts of the Issuer:

The Issuer will have Issuer Available Revenue Receipts and Issuer Available Principal Receipts for the purposes of making interest and principal payments under the Notes and meeting the Issuer's other payment obligations pursuant to the other Transaction Documents.

"**Issuer Available Revenue Receipts**" on any Payment Date will, broadly, consist of the following:

- (a) amounts received by the Issuer in accordance with the Mortgages Trustee Revenue Priority of Payments;
- (b) amounts received by the Issuer under the Basis Rate Swap Agreements (subject to certain exceptions as set out in full in the "*Cashflows*" section below);
- (c) interest payable to the Issuer on the Issuer Transaction Accounts and income received from any Permitted Investments;
- (d) amounts standing to the credit of the Reserve Fund;
- (e) amounts standing to the credit of the Liquidity Reserve Fund; and
- (f) the amount of Issuer Available Principal Receipts (if any) which are to be applied on the relevant Payment Date to make up a Revenue Shortfall.

"**Issuer Available Principal Receipts**" on any Payment Date will, broadly, consist of the following:

- (a) the Mortgages Trustee Available Principal Receipts paid by the Mortgages Trustee to the Issuer during the period from (but excluding) the immediately preceding Payment Date to (and including) that Payment Date;
- (b) any amounts already standing to the credit of the Issuer Principal Ledger; and
- (c) all Issuer Available Revenue Receipts which are to be applied as Issuer Available Principal Receipts on that Payment Date.

Payments to Noteholders – Basis Rate Swap:

On or around the Closing Date, the Issuer will enter into:

- (a) an ISDA Master Agreement (which will include the schedule thereto, the credit support annex thereto and the confirmations evidencing each transaction thereunder) with the Initial Basis Rate Swap Provider (the "**Initial Basis Rate Swap Agreement**"); and
- (b) an agreement in substantially the same form (except that the Effective Date of the transaction pursuant to such agreement shall not occur unless a Trigger Event occurs, comprising certain defaults by the Initial Basis Rate Swap Provider, and no transaction shall be entered into thereunder with respect to the Standard Variable Rate Mortgage Loans) with the Standby Basis Rate Swap Provider (the "**Standby Basis Rate Swap Agreement**", and together with the Initial Basis Rate Swap Agreement, the "**Basis Rate Swap Agreements**", and each a "**Basis Rate Swap Agreement**")

to hedge the interest rate risk between interest to be received by the Issuer in respect of the Fixed Rate Mortgage Loans, Tracker Rate Mortgage Loans and the Standard Variable Rate Mortgage Loans (but not the Standard Variable Rate Mortgage Loans in the case of the Standby Basis Rate Swap Agreement) and three month GBP LIBOR plus: (a) the margin in respect of the Fixed Rate Mortgage Loans swap transaction; (b) the margin in respect of the Tracker Rate Mortgage Loans swap transaction; and (c) the margin in respect of the Standard Variable Rate Mortgage Loans swap transaction under the Initial Basis Rate Swap Agreement only.

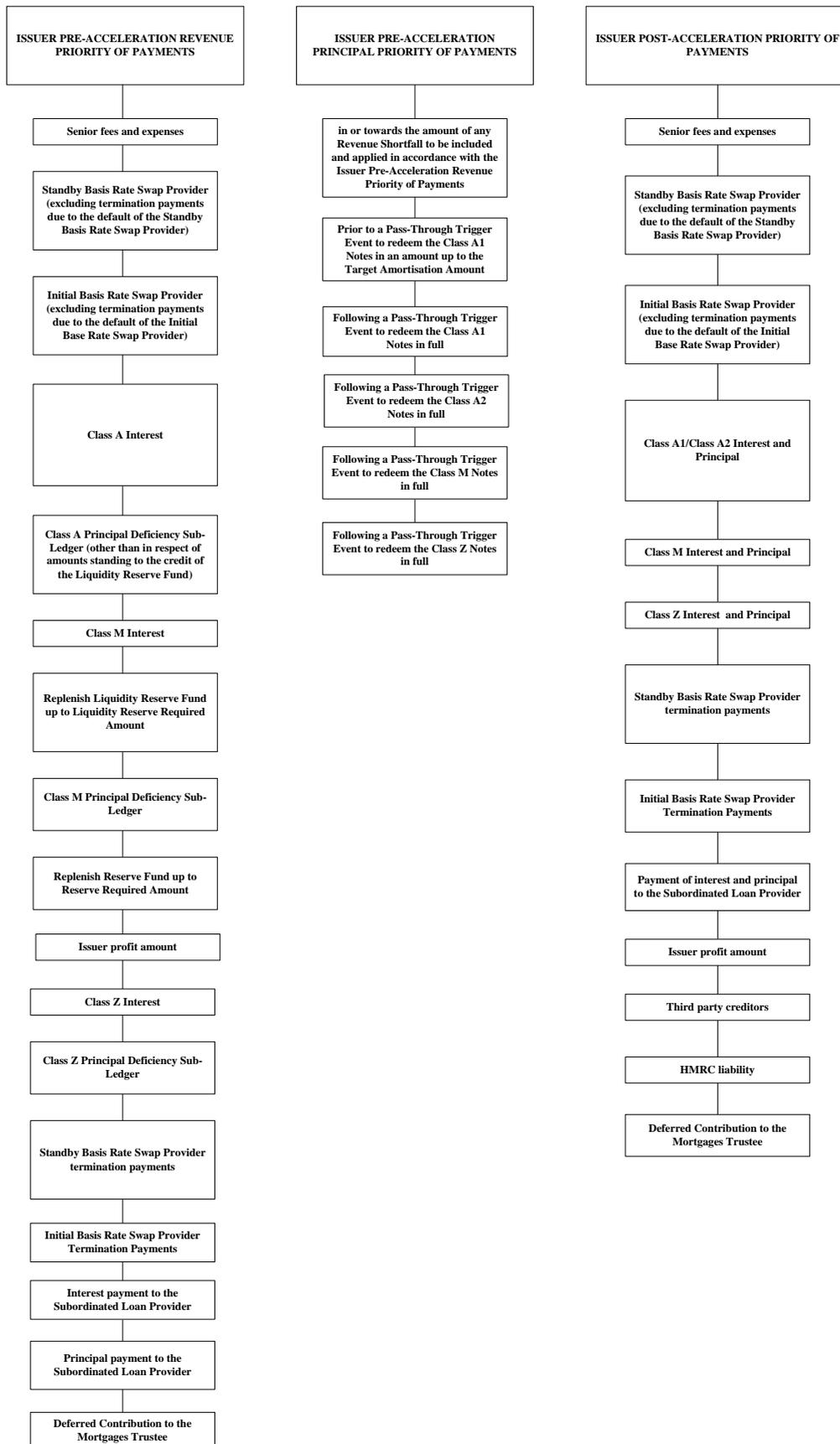
Issuer Payments:

The Issuer will use amounts received in respect of its interest in the Trust Property which are Revenue Receipts and Principal Receipts to meet its obligations to pay, among other items, interest amounts and principal amounts to the Noteholders on each Payment Date in accordance with the relevant Priority of Payments.

Summary of Issuer Priority of Payments:

Below is a summary of the Issuer payment priorities. Please refer to the section entitled "*Cashflows*" for further information. In addition, please refer to "*Limited Recourse*" in the section entitled "*Overview of the Terms and Conditions of the Notes*".

OVERVIEW OF ISSUER PRIORITY OF PAYMENTS



General Structure:

The general credit and liquidity structure of the transaction includes, broadly, the following elements:

- (a) the Issuer will establish a Reserve Fund to meet interest shortfalls in respect of the Class A Notes and the Class M Notes and amounts ranking in priority thereto in the Issuer Pre-Acceleration Revenue Priority of Payments;
- (b) the Issuer will establish a Liquidity Reserve Fund to meet interest shortfalls in respect of the Class A Notes and the Class M Notes and amounts ranking in priority thereto in the Issuer Pre-Acceleration Revenue Priority of Payments save that the Liquidity Reserve Fund shall not be applied to credit the Principal Deficiency Sub-Ledger for the Class A Notes;
- (c) Issuer Available Principal Receipts may be applied to make up a Revenue Shortfall in respect of certain items in the Issuer Pre-Acceleration Revenue Priority of Payments;
- (d) in respect of the obligations of the Issuer to pay interest on the Notes prior to the delivery of a Note Acceleration Notice, the Class A Notes will rank *pari passu* and rateably without any preference or priority among themselves, but in priority to the Class M Notes and the Class Z Notes;
- (e) prior to the occurrence of a Pass-Through Trigger Event or the delivery of a Note Acceleration Notice (and whilst the Class A1 Notes remain outstanding), Issuer Available Principal Receipts shall be applied to redeem the Class A1 Notes in an amount equal to the Target Amortisation Amount on each Payment Date;
- (f) prior to the occurrence of a Pass-Through Trigger Event there shall be no principal repayments in respect of the Class A2 Notes;
- (g) following the occurrence of a Pass-Through Trigger Event, but prior to the delivery of a Note Acceleration Notice (and whilst the Class A Notes remain outstanding), Issuer Available Principal Receipts shall be applied first to redeem the Class A1 Notes in full and, second, to redeem the Class A2 Notes in full;
- (h) at all times redemption of the Class M Notes and the Class Z Notes will be subordinated to payments on the Class A Notes and payments on the Class Z Notes will be subordinated to payments on the Class M Notes;
- (i) the Issuer (or the Issuer Cash Manager on its behalf) may invest sums standing to the credit of the Issuer Transaction Accounts in Permitted Investments;
- (j) availability of Basis Rate Swaps provided by the Basis Rate Swap Providers for the purposes summarised in "*Payments to Noteholders*" above; and
- (k) it is expected that during the life of the Notes, the Issuer Available Revenue Receipts will, assuming that all the Mortgage Loans are fully performing, be sufficient to pay the amounts payable ranking in priority to the Deferred Contribution. Any excess Issuer Available Revenue Receipts will be applied on each Payment Date to pay the Deferred Contribution to the Mortgages Trustee.

See the section entitled "*Credit Structure*" for further information on this.

Revenue Shortfall:

If there is a Revenue Shortfall, then the Issuer shall pay or provide for that deficit by application of funds standing to the credit of the Issuer Principal Ledger, if any, and the Issuer Cash Manager shall make debit entries in the Principal Deficiency Sub-

Ledgers as follows:

- (a) *first*, on the Principal Deficiency Sub-Ledger for the Class Z Notes, until the balance of that Sub-Ledger is equal to the then aggregate Principal Amount Outstanding of the Class Z Notes;
- (b) *second*, on the Principal Deficiency Sub-Ledger for the Class M Notes, until the balance of that Sub-Ledger is equal to the then aggregate Principal Amount Outstanding of the Class M Notes; and
- (c) *third*, on the Principal Deficiency Sub-Ledger for the Class A Notes, until the balance of that Sub-Ledger is equal to the then aggregate Principal Amount Outstanding of the Class A Notes (such shortfall to apply *pro rata* to the Class A1 Notes and the Class A2 Notes (by reference to the Principal Amount Outstanding of each of the Class A Notes)).

The Issuer shall apply any Issuer Available Revenue Receipts to extinguish or reduce any balance on the Principal Deficiency Ledger in accordance with the Issuer Pre-Acceleration Revenue Priority of Payments.

**Principal
Deficiency
Ledger:**

The Issuer will establish the Principal Deficiency Ledger to record as a debit to the ledger (i) any Losses (including, at any time when the Seller Share is equal to zero, or would reduce to zero as a result of applying a set-off loss, set-off losses) on the Mortgage Loans allocated by the Mortgages Trustee to the Issuer Share of the Trust Property and (ii) the use of Issuer Available Principal Receipts as Issuer Available Revenue Receipts in accordance with the Issuer Pre-Acceleration Revenue Priority of Payments. The Principal Deficiency Ledger will be divided into three sub-ledgers which will correspond to the Class A Notes, the Class M Notes and the Class Z Notes. The sub-ledger for each Class of Notes will show separate entries for each Class of Notes.

Debits will be recorded first, on the Principal Deficiency Sub-Ledger for the Class Z Notes, second, on the Principal Deficiency Sub-Ledger for the Class M Notes and third, on the Principal Deficiency Sub-Ledger for the Class A Notes (any debit entry on the Principal Deficiency Sub-Ledger for the Class A Notes to apply *pro rata* to the Class A1 Notes and the Class A2 Notes).

Any Issuer Available Revenue Receipts applied as Issuer Available Principal Receipts on a Payment Date, will be applied as follows:

- (a) *first*, provided that interest due on the Class A Notes has been paid in full, in or towards satisfaction of the amounts necessary to reduce to zero the debit balance in respect of the Class A Notes on the Principal Deficiency Sub-Ledger for the Class A Notes;
- (b) *second*, provided that interest due on the Class M Notes has been paid in full, in or towards satisfaction of the amounts necessary to reduce to zero the debit balance in respect of the Class M Notes on the Principal Deficiency Sub-Ledger for the Class M Notes; and
- (c) *third*, provided that interest due on the Class Z Notes has been paid in full, in or towards satisfaction of the amounts necessary to reduce to zero the debit balance in respect of the Class Z Notes on the Principal Deficiency Sub-Ledger for the Class Z Notes.

Please refer to the section entitled "*Credit Structure*" for further information on this.

On each Payment Date, any Issuer Available Revenue Receipts so applied to extinguish or reduce such balance on the Principal Deficiency Ledger shall be credited to the Issuer Principal Ledger applied on such Payment Date in accordance with the Issuer Pre Acceleration Principal Priority of Payments.

**Bank
Accounts and
Cash
Management:**

The Administrator will ensure that all payments received in respect of the Mortgage Loans are transferred to the Collection Account within one Business Day of receipt of such payment by Virgin Money. The Administrator is obliged to transfer amounts standing to the credit of the Collection Account in respect of the Mortgage Loans in the Mortgage Portfolio to the Mortgages Trustee Transaction Accounts daily and in any event within three Business Days of receipt. On or prior to each Distribution Date, amounts will be applied by the Trust Property Cash Manager from the Mortgages Trustee Transaction Accounts in accordance with the relevant Mortgages Trustee Priority of Payments pursuant to which certain amounts will be transferred to the Issuer Transaction Accounts and applied in accordance with the Issuer Priority of Payments.

TRIGGERS TABLES

Rating Triggers Table

<u>Transaction Party</u>	<u>Required Ratings</u>	<u>Requirements of Ratings Trigger being breached include the following</u>
Standby Basis Rate Swap Provider (or, should a Standby Basis Rate Swap Provider no longer be in place, the Initial Basis Rate Swap Provider):	<p>(i) If the short-term, unsecured, unguaranteed and unsubordinated debt obligations of the relevant Basis Rate Swap Provider are rated by Moody's, such short-term obligations are rated at least P-2 and its long-term, unsecured, unguaranteed and unsubordinated debt or counterparty obligations are rated at least A3 by Moody's, and if the short-term unsecured, unguaranteed and unsubordinated debt obligations of the relevant Basis Rate Swap Provider are not rated by Moody's, its long-term unsecured and unsubordinated debt or counterparty obligations are rated at least A2 by Moody's; and</p> <p>(ii) Short-term issuer default rating must be at least F1 by Fitch and long-term issuer default rating must be at least A by Fitch.</p>	<p>The consequences of breach may include a requirement to post collateral, replace the relevant Basis Rate Swap Provider or obtain a guarantee of the relevant Basis Rate Swap Provider's obligations or take such other action with reference to the then current rating criteria of Fitch or Moody's, as applicable, as will result in there being no adverse impact on the then current rating of the Notes, as set out in more detail in the section entitled "<i>The Swap Agreements</i>".</p>
Issuer Account Banks:	<p>(i) Short-term issuer default rating must be at least F1 by Fitch and short-term, unsecured, unguaranteed and unsubordinated debt obligations must be rated at least P-1 by Moody's; and</p>	<p>The consequences of breach in respect of both Issuer Account Banks may include a requirement to replace the Issuer Account Banks or obtain a guarantee of the Issuer Account Banks' obligations or take such other action with reference to the then current rating criteria of Fitch or Moody's, as applicable, as will result in there being no adverse impact on the then current rating of the Notes within 30 calendar days of the downgrade, as set out in more detail in the section entitled "<i>Cash Management for the</i></p>

Transaction Party	Required Ratings	Requirements of Ratings Trigger being breached include the following
Issuer Cash Swap Collateral Account Bank:	(ii) long-term issuer default rating must be at least A by Fitch and long-term, unsecured and unsubordinated debt or counterparty obligations must be rated at least A3 by Moody's (or such other short-term or long-term rating by the relevant Rating Agency which the relevant Rating Agency (at its discretion) confirms as sufficient in order to maintain the then current rating of the Rated Notes).	<i>Issuer</i> ".
	(i) Short-term issuer default rating must be at least F1 by Fitch; and	The consequences of breach may include a requirement to replace the Issuer Cash Swap Collateral Account Bank or take such other action with reference to the then current rating criteria of Fitch or Moody's, as applicable, as will result in there being no adverse impact on the then current rating of the Notes within 30 calendar days of the downgrade, as set out in more detail in the section entitled " <i>Cash Management for the Issuer</i> ".
	(ii) long-term issuer default rating must be at least A by Fitch and long-term, unsecured and unsubordinated debt or counterparty obligations must be rated at least A3 by Moody's (or such other short-term or long-term rating by the relevant Rating Agency which the relevant Rating Agency (at its discretion) confirms as sufficient in order to maintain the then current rating of the Rated Notes).	
Issuer Securities Swap	(i) Short-term issuer default rating must be at least F1	The consequences of breach may include a requirement to

<u>Transaction Party</u>	<u>Required Ratings</u>	<u>Requirements of Ratings Trigger being breached include the following</u>
Collateral Account Bank:	by Fitch; and	replace the Issuer Securities Swap Collateral Account Bank or take such other action with reference to the then current rating criteria of Fitch or Moody's, as applicable, as will result in there being no adverse impact on the then current rating of the Notes within 30 calendar days of the downgrade, as set out in more detail in the section entitled " <i>Cash Management for the Issuer</i> ".
	(ii) long-term issuer default rating must be at least A by Fitch and long-term, unsecured and unsubordinated debt or counterparty obligations must be rated at least A3 by Moody's (or such other short-term or long-term rating by the relevant Rating Agency which the relevant Rating Agency (at its discretion) confirms as sufficient in order to maintain the then current rating of the Rated Notes).	
Mortgages Trustee Account Banks:	(i) Short-term issuer default rating must be at least F1 by Fitch; and	The consequences of breach in respect of both Mortgages Trustee Account Banks may include a requirement to replace the Mortgages Trustee Account Banks or obtain a guarantee of the Mortgages Trustee Account Banks' obligations or take such other action with reference to the then current rating criteria of Fitch or Moody's, as applicable, as will result in there being no adverse impact on the then current rating of the Notes within 30 calendar days of the downgrade, as set out in more detail in the section entitled " <i>Cash Management for the Mortgages Trustee</i> ".
	(ii) long-term issuer default rating must be at least A by Fitch and long-term, unsecured and	

Transaction Party	Required Ratings	Requirements of Ratings Trigger being breached include the following
Administrator (or successor thereof):	<p data-bbox="707 304 994 692">unsubordinated debt or counterparty obligations must be rated at least A3 by Moody's (or such other short-term or long-term rating by the relevant Rating Agency which the relevant Rating Agency (at its discretion) confirms as sufficient in order to maintain the then current rating of the Rated Notes).</p> <p data-bbox="707 725 994 1514">(i) Prior to the Administrator's long-term issuer default rating being or, as applicable, its unsecured, unguaranteed and unsubordinated debt obligations being rated BBB- or higher and Baa3 or higher by Fitch and Moody's respectively; (or such other lower long-term rating which the relevant Rating Agency (at its discretion) confirms as sufficient in order to maintain the then current rating of the Rated Notes) (a "Back-Up Administrator Termination Trigger Event"), a Back-Up Administrator shall be appointed in accordance with the terms of the Back-Up Administration Agreement.</p> <p data-bbox="616 1547 994 1879">(ii) Following the occurrence of a Back-Up Administrator Termination Trigger Event, the appointment of the Back-Up Administrator may be terminated in accordance with the terms of the Back-Up Administration Agreement.</p> <p data-bbox="616 1912 994 2024">(iii) If the Back-Up Administrator Termination Trigger Event ceases to occur, the</p>	For as long as a Back-Up Administrator Termination Trigger Event has not occurred or, as applicable, ceases to occur, a Back-Up Administrator is required to be appointed in accordance with the terms of the Administration Agreement and the Back-Up Administration Agreement.

Transaction Party	Required Ratings	Requirements of Ratings Trigger being breached include the following
Trust Property Cash Manager (or any successor thereof):	<p data-bbox="707 304 991 600">Administrator, with the assistance of the Back-Up Administrator Facilitator, shall use best efforts to appoint a Back-Up Administrator within 60 days in accordance with the terms of the Administration Agreement.</p> <p data-bbox="707 633 991 1361">(i) Prior to the long-term, unsecured, unguaranteed and unsubordinated debt obligations of the Trust Property Cash Manager are rated Baa3 or higher by Moody's (or such other lower long-term rating by Moody's which Moody's (at Moody's discretion) confirms as sufficient in order to maintain the then current rating of the Rated Notes) (a "Back-Up Trust Property Cash Manager Termination Trigger Event") a Back-Up Trust Property Cash Manager shall be appointed in accordance with the terms of the Back-Up Trust Property Cash Management Agreement.</p> <p data-bbox="616 1395 991 1753">(ii) Following the occurrence of a Back-Up Trust Property Cash Manager Termination Trigger Event, the appointment of the Back-Up Trust Property Cash Manager may be terminated in accordance with the terms of the Back-Up Trust Property Cash Management Agreement.</p> <p data-bbox="616 1787 991 2027">(iii) If a Back-Up Trust Property Cash Management Termination Trigger Event ceases to occur, the Mortgages Trustee shall use best efforts to appoint a Back-Up Trust Property Cash</p>	For as long as a Back-Up Trust Property Cash Manager Termination Trigger Event has not occurred, or, as applicable, ceases to occur, a Back-Up Trust Property Cash Manager is required to be appointed in accordance with the terms of the Back-Up Trust Property Cash Management Agreement.

Transaction Party	Required Ratings	Requirements of Ratings Trigger being breached include the following
Issuer Cash Manager (or any successor thereof):	<p data-bbox="707 304 994 450">Manager within 60 days in accordance with the terms of the Back-Up Trust Property Cash Management Agreement.</p> <p data-bbox="616 483 994 1122">(i) Prior to the long-term, unsecured, unguaranteed and unsubordinated debt obligations being rated Baa3 or higher by Moody's (or such other long-term rating by Moody's which Moody's (at Moody's discretion) confirms as sufficient in order to maintain the current rating of the Rated Notes) (a "Back-Up Issuer Cash Manager Termination Trigger Event") a Back-Up Issuer Cash Manager shall be appointed in accordance with the terms of the Back-Up Issuer Cash Management Agreement.</p> <p data-bbox="616 1155 994 1480">(ii) Following the occurrence of a Back-Up Issuer Cash Manager Termination Trigger Event, the appointment of the Back-Up Issuer Cash Manager may be terminated in accordance with the terms of the Back-Up Issuer Cash Management Agreement.</p> <p data-bbox="616 1514 994 1843">(iii) If a Back-Up Issuer Cash Manager Termination Trigger Event ceases to occur, the Issuer shall use best efforts to appoint a Back-Up Issuer Cash Manager within 60 days in accordance with the terms of the Back-Up Issuer Cash Management Agreement.</p>	For as long as a Back-Up Issuer Cash Manager Termination Trigger Event has not occurred, or, as applicable, ceases to occur, a Back-Up Issuer Cash Manager is required to be appointed in accordance with the terms of the Back-Up Issuer Cash Management Agreement.

Non-Rating Triggers Table

Nature of Trigger	Description of Trigger	Consequence of Trigger
Pass-Through Trigger Event:		
See the section entitled "Cashflows" more further information on this	(i) the Step-Up Date;	No further scheduled amortisation of the Class A1 Notes. Issuer Available Principal Receipts will be applied (i) to redeem the Class A1 Notes until the Class A1 Notes have been redeemed in full; (ii) to redeem the Class A2 Notes until the Class A2 Notes have been redeemed in full; (iii) to redeem the Class M Notes until the Class M Notes have been redeemed in full; and (iv) to redeem the Class Z Notes.
	(ii) an Insolvency Event in respect of the Seller;	
	(iii) a material breach of the Transaction Documents by the Seller;	
	(iv) a debit entry is made on the Principal Deficiency Sub-Ledger for the Class Z Notes, that is in excess of 1% of the total balance outstanding in respect of all Note Classes, that has not been cured on the next following Payment Date;	
	(v) a Seller Share Event that has not been cured by the expiration of the Seller Share Event Cure Period;	
	(vi) the Reserve Fund or the Liquidity Fund are not fully funded;	
	(vii) the redemption in full of the Class A1 Notes;	
	(viii) the aggregate Current Balance of the Mortgage Loans in the Mortgage Portfolio which are then in arrears for 3 months or more is greater than or equal to 4% of the aggregate Current Balance of all Mortgage Loans in the Mortgage Portfolio;	
	(ix) a Relevant Event has occurred and is continuing; or	
	(x) if on a Trust Calculation Date immediately prior to performing the calculations, the balance on the Trust Replenishment Ledger is greater than or equal to	

5% of the aggregate Current Balance of all the Mortgage Loans as at the last day of the Trust Calculation Period immediately preceding the Relevant Trust Calculation Date;

Relevant Event:

See the section entitled " <i>Cashflows</i> " more further information on this.	(i) service of a Note Acceleration Notice;	Legal title to the Mortgage Loans will be transferred to the Mortgages Trustee.
	(ii) termination of appointment of Administrator and failure to replace;	
	(iii) order of a court, change in law or regulatory authority requires perfection of legal title;	
	(iv) Issuer Security is in jeopardy;	
	(v) Seller requests transfer of legal title;	
	(vi) Seller Insolvency Event; or	
	(vii) it becoming necessary by law to do any or all of the acts referred to in the Mortgage Sale Agreement.	

Administrator Termination Event:

See the section entitled " <i>The Administrator, the Administration Agreement and the Collection Account</i> " for further information on this.	(i) Administrator Insolvency Event;	The Back-Up Administrator will replace the Administrator within 90 days pursuant to the terms of the Administration Agreement and the Back-Up Administration Agreement and shall provide the Administration Services in accordance with the terms of the Administration Agreement and the Back-Up Administration Agreement.
	(ii) material non-performance;	
	(iii) Administrator payment default; or	
	(iv) failure to obtain or maintain the necessary licences or regulatory approvals.	

Trust Property Cash Manager Termination Event:

See the section entitled " <i>Cash Management for the Mortgages Trustee</i> " for further information	(i) Trust Property Cash Manager payment	The Back-Up Trust Property Cash Manager will replace the Trust Property Cash Manager
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on this.

- (ii) default; material non-performance; or
 - (iii) Trust Property Cash Manager Insolvency Event.
- pursuant to the Back-Up Trust Property Cash Management Agreement and shall provide Trust Property Cash Management Services in accordance with the terms of the Trust Property Cash Management Agreement as the replacement Trust Property Cash Manager.

Issuer Cash Manager Termination Event:

See the section entitled "*Cash Management for the Issuer*" for further information on this.

- (i) Issuer Cash Manager or Trust Property Cash Manager payment default;
 - (ii) material non-performance; or
 - (iii) Issuer Cash Manager Insolvency Event.
- The Back-Up Issuer Cash Manager will replace the Issuer Cash Manager pursuant to the Back-Up Issuer Cash Management Agreement and shall provide the Issuer Cash Management Services in accordance with the terms of the Issuer Cash Management Agreement as the replacement Issuer Cash Manager.

Seller Share Event:

See the section entitled "*The Mortgages Trust*" for further information on this.

- Seller Share is less than the Minimum Seller Share.
- The Reserve Required Amount will be increased and the Liquidity Reserve Required Amount cannot decrease. Seller will not receive Mortgages Trustee Principal Receipts while a Seller Share Event Exists.

Trigger Event under the Standby Basis Rate Swap:

- (i) the Initial Basis Rate Swap Provider fails to make, when due, any payment or delivery pursuant to the Initial Basis Rate Swap Agreement, if such failure is not remedied on or prior to the last day of any applicable grace period after notice is given to Virgin Money of such failure;
 - (ii) an Insolvency Event occurs in respect of Virgin Money pursuant to (and as defined in) the Initial Basis Rate Swap Agreement; or
- The Standby Basis Rate Swap will come into effect.

- (iii) certain other events as described in the Standby Basis Rate Swap Agreement.

FEES

The following table sets out the estimated on-going annual fees to be paid by the Issuer to the specified Transaction Parties.

<u>Type of Fee</u>	<u>Amount of Fee</u>	<u>Priority in Cashflow</u>	<u>Frequency</u>
Administrator Fees:	0.08 per cent. per annum of the Current Balance of the Trust Property as at the Trust Calculation Date in respect of the immediately preceding Trust Calculation Period (inclusive of any applicable VAT)	Ahead of all outstanding Notes	Monthly in arrear on each Distribution Date
Back-Up Administrator Fees:	<p>Prior to invocation of the Back-Up Administrator to replace the Administrator, 0.0054 per cent. per annum of the Aggregate Current Balance of the Mortgage Loans in the Mortgage Portfolio as at the Trust Calculation Date in respect of the immediately preceding Trust Calculation Period (inclusive of any applicable VAT), subject to a minimum amount payable of £30,000 per annum and a maximum amount payable of £72,000 per annum.</p> <p>After invocation of the Back-Up Administrator to replace the Administrator, the Administrator Fees set out above</p>	Ahead of all outstanding Notes	Monthly in arrear on each Distribution Date
Trust Property Cash Manager Fees:	£6,000 each year (inclusive of any applicable VAT)	Ahead of all outstanding Notes	Monthly in arrear on each Distribution Date
Back-Up Trust Property Cash Manager Fees:	Prior to invocation of the Back-Up Trust Property Cash Manager to replace the Trust Property Cash Manager, £2,000 each year (inclusive of any applicable VAT)	Ahead of all outstanding Notes	Monthly in arrear on each Distribution Date

Type of Fee	Amount of Fee	Priority in Cashflow	Frequency
	After invocation of the Back-Up Trust Property Cash Manager to replace the Trust Property Cash Manager, the Trust Property Cash Manager Fees set out above		
Issuer Cash Manager Fees:	£3,000 each year (inclusive of any applicable VAT)	Ahead of all outstanding Notes	Quarterly in arrear on each Payment Date
Back-Up Issuer Cash Manager Fees:	Prior to invocation of the Back-Up Issuer Cash Manager to replace the Issuer Cash Manager, £1,000 each year (inclusive of any applicable VAT)	Ahead of all outstanding Notes	Quarterly in arrear on each Payment Date
	After invocation of the Back-Up Issuer Cash Manager to replace the Issuer Cash Manager, the Issuer Cash Manager Fees set out above		
Other fees and expenses of the Issuer:	Estimated at £80,000 each year (inclusive of any applicable VAT)	Ahead of all outstanding Notes	Various
Expenses related to the admission to trading of the Notes:	Estimated at £15,000 (exclusive of any applicable VAT)		On or about the Closing Date

CERTAIN REGULATORY DISCLOSURES

Article 405-409 of the Capital Requirements Regulation

The Seller will retain for the life of the transaction, a material net economic interest of not less than 5 per cent. of the nominal value of the securitised exposures in accordance with Articles 405 of the CRR ("**Article 405**") and Article 51 of AIFMR ("**Article 51**"). As at the Closing Date, such interest will comprise an interest in the first loss tranche as required by Article 405 and Article 51. Such retention requirement will be satisfied by the Seller holding the Class Z Notes. Any change to the manner in which such interest is held will be notified to Noteholders. The Seller has provided a corresponding undertaking in the Mortgage Sale Agreement and will provide an undertaking to the Joint Lead Managers in the Subscription Agreement with respect to the interest to be retained by it.

Articles 405-409 of the CRR also requires an EU regulated credit institution to be able to demonstrate that it has undertaken certain due diligence in respect of, amongst other things, its note position and the underlying exposures and that procedures are established for such activities to be conducted on an ongoing basis, and in particular it has established formal procedures that are appropriate to its trading book and non-trading book and commensurate with the risk profile of its investments in securitised exposures in order to monitor on an ongoing basis and in a timely manner performance information on the exposures underlying its securitisation positions and to analyse and record certain risk characteristics and information in relation to its securitisation positions. In the Mortgage Sale Agreement, the Seller has undertaken to comply with its obligations under Articles 405 and 409 of the CRR, subject always to any requirement of law, provided that it will not be in breach of such undertaking if it fails to so comply due to events, actions or circumstances beyond its control.

In addition to the information set out herein, the Seller has undertaken to make available information to comply with its obligations under Articles 405 and 409 of the CRR as set out in "*The Administrator, the Administration Agreement and the Collection Account – The Administration Agreement – Undertakings by the Administrator*".

Each prospective investor is required to independently assess the regulatory treatment of the Notes and none of the Issuer, nor the Arrangers or the Joint Lead Managers or the Transaction Parties make any representation that the information described above or in this Prospectus and otherwise which may be made available to investors is sufficient in all circumstances to determine the regulatory treatment of the Notes. In addition each prospective Noteholder should ensure that they comply with the implementing provisions in respect of Articles 405-409 in their relevant jurisdiction. Investors who are uncertain as to the requirements which apply to them in respect of their relevant jurisdiction, should seek guidance from their regulator.

For further information on the requirements referred to above and the corresponding risks please refer to the Risk Factor entitled "*Regulatory initiatives may result in increased regulatory capital requirements and/or decreased liquidity in respect of the Notes*".

CRA3 Regulation

The credit ratings included or referred to in this Prospectus have been issued by Fitch Ratings Limited ("**Fitch**"), Moody's Investors Service Limited ("**Moody's**") and Standard & Poor's Credit Market Services Europe Limited ("**S&P**"), each of which is established in the European Union and is registered under CRA3.

VIRGIN MONEY PLC

The VM Originator, the Seller, the Administrator, the Trust Property Cash Manager, the Issuer Cash Manager and the Initial Basis Rate Swap Provider

On 1 January 2012, Virgin Money Holdings (UK) Limited acquired the entire issued share capital of Northern Rock plc from HM Treasury. As a result, Northern Rock plc became part of the Virgin Money group. Northern Rock plc was renamed Virgin Money plc on 12 October 2012.

Within the remainder of this section of the Prospectus (entitled "Virgin Money plc"), references to *Northern Rock plc* refer to activities of the company prior to the acquisition by Virgin Money Holdings (UK) Limited on 1 January 2012, and references to *Virgin Money plc* or *Virgin Money* refer to activities of the company post its acquisition by Virgin Money Holdings (UK) Limited on 1 January 2012. On 24 July 2014, Virgin Money Holdings (UK) Limited was re-registered as a plc and changed its name to Virgin Money Holdings (UK) plc.

Any financial information in this section is based on the audited annual financial statements of Virgin Money plc as at 31 December 2013 (the "**2013 Annual Report**"). The 2013 Annual Report was prepared in accordance with EU endorsed International Financial Reporting Standards ("**IFRS**"), IFRIC interpretations and with those parts of the Companies Act 2006 applicable to companies reporting under IFRS and represents the book values of the assets and liabilities of the company for the twelve months to 31 December 2013.

The registered office of Virgin Money is at Jubilee House, Gosforth, Newcastle upon Tyne NE3 4PL, United Kingdom. Virgin Money's internet address is www.virginmoney.com (please note, the content of the www.virginmoney.com website does not form part of this Prospectus) and telephone number is +44 845 600 8401.

History of Northern Rock plc prior to acquisition by Virgin Money Holdings (UK) Limited (now Virgin Money Holdings (UK) plc)

In February 2008, the original Northern Rock plc was nationalised by the UK Government ("**NR plc**").

As part of the arrangements for the return of NR plc to the private sector, Gosforth Subsidiary No. 1 Limited was incorporated on 3 July 2009 (with company registration number 06952311). On 10 November 2009 the company changed its name to Gosforth Subsidiary No. 1 plc, a public limited company in England and Wales and on 31 December 2009, the company was re-named Northern Rock plc ahead of the legal and capital restructure of NR plc which subsequently took place on 1 January 2010. NR plc was re-named Northern Rock (Asset Management) plc on 31 December 2009, and further re-named NRAM plc on 16 May 2014.

On 1 January 2010, pursuant to the Northern Rock plc Transfer Order 2009, made under Section 8 of the Banking (Special Provisions) Act 2008 (the "**Transfer Order**"), Northern Rock (Asset Management) plc (now NRAM plc) was restructured into two separate companies: Northern Rock plc and Northern Rock (Asset Management) plc (now NRAM plc). On 1 January 2010, and as part of the restructuring, Northern Rock (Asset Management) plc (now NRAM plc) transferred certain of its assets and liabilities to Northern Rock plc (the "**Transfer**").

Pursuant to the Transfer, Northern Rock (Asset Management) plc (now NRAM plc) transferred the existing £20.8 billion of funding (comprising £19.5 billion of retail deposits and £1.3 billion of wholesale funding), matched by £10.3 billion of the best performing mortgages and £10.5 billion of cash and other assets to Northern Rock plc. The transfer arrangement also included Northern Rock (Asset Management) plc's branches, mortgage origination capabilities, information technology, and a certain number of staff to Northern Rock plc. Following the Transfer, Northern Rock plc carried on business as a mortgage and savings bank, which was primarily funded by retail deposits. Northern Rock plc was also subject to certain state aid requirements with respect to the volume and competitiveness of any new lending until its return to the private sector on its acquisition by Virgin Money Holdings (UK) Limited.

History of Virgin Money since acquisition of Northern Rock plc

During 2012, Northern Rock plc was fully rebranded as Virgin Money (as a wholly-owned subsidiary of Virgin Money Holdings (UK) Limited) and an extensive programme of integration and transformation was executed and completed.

In September 2012 Virgin Money acquired the legal title to and began servicing £466.4 million of high quality mortgage assets from Northern Rock (Asset Management) plc (now NRAM plc). This portfolio was of broadly similar construct and quality as that acquired through the acquisition of Northern Rock plc.

In August 2011, MBNA publicly announced its intention to sell its European credit card businesses including in the UK. As a result, on 18 January 2013, Virgin Money announced the sale of Virgin Money Cards Limited to MBNA and the acquisition from MBNA of £1 billion of assets from the Virgin Money credit card portfolio. The acquisition was completed in January 2013. Virgin Money paid approximately £1 billion for gross card balances of £1,042 million. MBNA continues to support the origination of limited volumes of Virgin Money-branded credit cards whilst Virgin Money builds its own full credit card manufacturing capability. Once this build is complete, the acquired portfolio together with the new credit card balances originated since January 2013 will be migrated to Virgin Money in 2015.

As part of the consideration for the acquisition of Northern Rock plc, Virgin Money issued a £150 million Perpetual Capital Note ("PCN") to HM Treasury. The PCN was designed to be compliant with the provisions of the CRR and the Capital Requirements Directive 4 (2013/36/EU) (known collectively as "CRD IV"), and was repurchased by Virgin Money following a competitive process with UK Financial Investments Limited on 1 August 2014. The repurchase was funded with the issuance of a new CRD IV compliant Additional Tier 1 Capital instrument of £160 million listed on the Luxembourg Stock Exchange.

Following these developments, Virgin Money plc is now a full service retail bank with mortgage, savings and current account products, together with treasury portfolios and capability acquired from Northern Rock plc. A full credit card capability is being built on a well-established platform. Virgin Money operates across store, intermediary, telephone, internet and digital channels. Against this backdrop, the Virgin Money Group continues to consider its strategic options for the future and the appropriate timing for an initial public offering.

Residential Mortgage Lending

Residential mortgage lending represents Virgin Money's core activity. Virgin Money is a focused mortgage lender providing mortgage finance secured on residential property primarily in the owner occupied segment with a proportion (less than 12 per cent. of loans and advances to customers as at 31 December 2013) of lending in the buy to let segment. The residential mortgage assets of Virgin Money are spread geographically throughout the UK with limited over-indexing in the South East and Greater London.

Virgin Money's residential mortgage lending is conducted in accordance with a conservative level of risk in accordance with a defined risk appetite which is agreed by the Board in order to ensure responsible lending to all customers. The lending criteria take into account the individual affordability circumstances and credit history of the customer.

Mortgage balances at 31 December 2013 were £19,552.8 million (31 December 2012 £16,715.9 million). Gross mortgage lending in the twelve months to 31 December 2013 was £5.6 billion (31 December 2012 £4.9 billion).

Funding

Virgin Money plc is primarily funded by retail deposits. Retail deposit balances were £21,127.2 million at 31 December 2013 compared with £17,972.0 million at 31 December 2012. Virgin Money's savings strategy is to grow its retail savings book in a balanced and controlled manner to support liquidity stability and to maintain a strong customer offering. Virgin Money prioritises the acquisition of behaviourally stable balances, including tax incentivised ISA balances and deposits which fall within the FSCS limit which it believes are more stable than larger balances. Virgin Money's pricing policy in relation to its savings products is to offer competitive (but not necessarily market leading) and consistent

pricing for both new and existing customers delivered through a channel neutral pricing strategy. Virgin Money also seeks to ensure a clear and simple product structure. Virgin Money estimates that over 90 per cent. of its retail savings balances are covered by the FSCS, a similar position to that at 31 December 2012. Virgin Money maintains a retail franchise and operates a wide range of retail deposit vehicles including branch and postal, telephone and internet accounts.

As at the date of this Prospectus, Virgin Money has wholesale funding deposits which are all short term deposits used to support working capital rather than funding allocated to mortgage lending.

Securitisation

On 22 January 2010 Northern Rock plc subscribed for and retained the issuance of £2,173,914,000 residential mortgages backed notes issued by Gosforth Funding plc in order to raise contingent funding. All outstanding notes were redeemed on 17 October 2013.

On 18 April 2011 Northern Rock plc entered into a securitisation transaction pursuant to which Gosforth Funding 2011-1 plc issued £887,000,000 and €450,000,000 of residential mortgage backed notes in order to raise funding.

On 9 July 2012 Virgin Money entered into a securitisation transaction pursuant to which Gosforth Funding 2012-1 plc issued £1,067,500,000 of residential mortgage backed notes in order to raise funding.

On 19 November 2012 Virgin Money entered into a securitisation transaction pursuant to which Gosforth Funding 2012-2 plc issued £2,934,900,000 of residential mortgage backed notes in order to raise funding.

Financial Performance

Virgin Money plc's statutory profit, before tax, was £270.0 million for the twelve months to 31 December 2013 (31 December 2012 loss of £70.0million). To provide a better understanding of underlying performance, the statutory profit before tax has been adjusted for the benefit of a gain arising from the sale of Virgin Money Cards Limited in connection with the transaction with MBNA to acquire the Virgin Money branded credit cards on 18 January 2013 and for other non-recurring items, fair value adjustments and a charge for the FSCS levy. Excluding these items, Virgin Money plc delivered an underlying profit before tax of £33.1 million in 2013, compared with a loss of £50.7 million in 2012 on this basis.

In the twelve months to 31 December 2013 statutory total income was £345.0 million (31 December 2012 £113.6 million) and underlying total income was £323.2 million (31 December 2012 £102.5 million). Virgin Money plc incurred statutory total operating expenses of £271.9 million in the twelve months to 31 December 2013 (31 December 2012 £174.7 million). At 31 December 2013, Virgin Money plc's total assets were £25.8 billion compared with £24.6 billion at 31 December 2012.

Ratings

As at the date of this Prospectus, Virgin Money plc has been assigned a short-term issuer default rating of F2 by Fitch (upgraded from F3 in January 2014) and a long-term issuer default rating of BBB+ by Fitch (upgraded from BBB in January 2014). The outlook for the Fitch ratings are stable.

NRAM PLC

The NRAM Originator

NRAM plc (formerly Northern Rock (Asset Management) plc) was incorporated and registered in England and Wales under the Companies Act 1985 with limited liability as a public limited company on 30 October 1996, with company registration number 03273685. The registered office of NRAM plc is Croft Road, Crossflatts, Bingley, West Yorkshire, BD16 2UA. Its principal activities are the management of portfolios of residential mortgages and unsecured loans.

THE BACK-UP ADMINISTRATOR

Homeloan Management Limited

Homeloan Management Limited ("**HML**") is a private limited company registered in England and Wales under number 2214839. HML, which is regulated by the FCA, has been appointed as the Back-Up Administrator pursuant to the Back-Up Administration Agreement, and pursuant to which HML is responsible for the provision of certain mortgage settlement and related administration services.

HML is the largest third party residential mortgage servicer in the United Kingdom. HML is currently servicing over £37 billion of mortgage assets for 34 leading financial institutions.

The registered office and principal place of business of HML are The Bailey, Skipton, North Yorkshire BD23 1DN and Gateway House, Gargrave Road, Skipton, North Yorkshire BD23 2HL respectively. HML has S&P's Primary Servicer rating of Above Average with a Positive Outlook and a residential primary servicer rating of RPS1- by Fitch Ratings Limited.

The information in the preceding three paragraphs has been provided solely by HML for use in this Prospectus. Except for the foregoing three paragraphs, HML and its affiliates do not accept responsibility for this Prospectus.

THE BACK-UP TRUST PROPERTY CASH MANAGER AND THE BACK-UP ISSUER CASH MANAGER

Deutsche Bank Aktiengesellschaft ("**Deutsche Bank**" or the "**Bank**") originated from the reunification of Norddeutsche Bank Aktiengesellschaft, Hamburg, Rheinisch-Westfälische Bank Aktiengesellschaft, Duesseldorf and Süddeutsche Bank Aktiengesellschaft, Munich; pursuant to the Law on the Regional Scope of Credit Institutions, these had been disincorporated in 1952 from Deutsche Bank which was founded in 1870. The merger and the name were entered in the Commercial Register of the District Court Frankfurt am Main on 2 May 1957. Deutsche Bank is a banking institution and a stock corporation incorporated under the laws of Germany under registration number HRB 30 000. The Bank has its registered office in Frankfurt am Main, Germany. It maintains its head office at Taunusanlage 12, 60325 Frankfurt am Main and branch offices in Germany and abroad including in London, New York, Sydney, Tokyo and an Asia-Pacific Head Office in Singapore which serve as hubs for its operations in the respective regions.

The Bank is the parent company of a group consisting of banks, capital market companies, fund management companies, a real estate finance company, instalment financing companies, research and consultancy companies and other domestic and foreign companies (the "**Deutsche Bank Group**").

"Deutsche Bank AG, London Branch" is the London branch of Deutsche Bank AG. On 12 January 1973, Deutsche Bank AG filed in the United Kingdom the documents required pursuant to section 407 of the Companies Act 1948 to establish a place of business within Great Britain. On 14 January 1993, Deutsche Bank registered under Schedule 21A to the Companies Act 1985 as having established a branch (Registration No. BR000005) in England and Wales. Deutsche Bank AG, London Branch is an authorized person for the purposes of section 19 of the Financial Services and Markets Act 2000. In the United Kingdom, it conducts wholesale banking business and through its Private Wealth Management division, it provides holistic wealth management advice and integrated financial solutions for wealthy individuals, their families and selected institutions.

As of 31 March 2014, Deutsche Bank's subscribed capital amounted to Euro 2,609,919,078.40 consisting of 1,019,499,640 ordinary shares without par value. The shares are fully paid up and in registered form. The shares are listed for trading and official quotation on all German Stock Exchanges. They are also listed on the New York Stock Exchange.

As of 31 March 2014, Deutsche Bank Group had total assets of Euro 1,636,574 million, total liabilities of Euro 1,580,557 million, and total equity of Euro 56,017 million on the basis of International Financial Reporting Standards (unaudited).

Deutsche Bank's long-term senior debt has been assigned a rating of A (outlook negative) by Standard & Poor's, A3 (outlook negative) by Moody's Investors Service and A+ (outlook negative) by Fitch Ratings.

THE STANDBY BASIS RATE SWAP PROVIDER

Lloyds Bank plc ("**Lloyds Bank**"), formerly Lloyds TSB Bank plc, was incorporated under the laws of England and Wales on 20 April 1865 (registration number 2065). Lloyds Bank's registered office is at 25 Gresham Street, London EC2V 7HN, United Kingdom. Lloyds Bank is authorised by the Prudential Regulation Authority ("**PRA**") and regulated by the FCA and the PRA. Lloyds Bank is a wholly owned subsidiary of Lloyds Banking Group plc (together with its subsidiary undertakings from time to time, "**Lloyds Banking Group**").

Lloyds Banking Group is a leading UK based financial services group providing a wide range of banking and financial services, primarily in the UK, to individual and business customers. The businesses of Lloyds Banking Group are in or owned by Lloyds Bank. Lloyds Banking Group owns Lloyds Bank directly which in turn owns HBOS plc directly.

Additional information, including copies of the most recent publicly available financial results of Lloyds Bank and Lloyds Banking Group, is available from Investor Relations, Lloyds Banking Group, 25 Gresham Street, London EC2V 7HN or from the following internet website address: <http://www.lloydsbankinggroup.com>. The information on this website does not form part of this Prospectus.

THE ISSUER ACCOUNT BANKS AND THE MORTGAGES TRUSTEE ACCOUNT BANKS

The First Issuer Account Bank and the First Mortgages Trustee Account Bank

Citibank, N.A. is a company incorporated with limited liability in the United States of America under the laws of the City and State of New York on 14 June 1812 and reorganised as a national banking association formed under the laws of the United States of America on 17 July 1865 with Charter number 1461 and having its principal business office at 399 Park Avenue, New York, NY 10043, USA and having in Great Britain a principal branch office situated at Canada Square, Canary Wharf, London E14 5LB with a foreign company number FC001835 and branch number BR001018.

The London Branch is authorised and regulated by the Office of the Comptroller of the Currency (USA) and authorised by the Prudential Regulation Authority. It is subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

The Second Issuer Account Bank and the Second Mortgages Trustee Account Bank

The Bank of New York Mellon, a wholly owned subsidiary of The Bank of New York Mellon Corporation, is incorporated, with limited liability by Charter, under the Laws of the State of New York by special act of the New York State Legislature, Chapter 616 of the Laws of 1871, with its head office situated at One Wall Street, New York, NY 10286, USA and having a branch registered in England and Wales with FC Number 005522 and BR Number 000818 with its principal office in the United Kingdom situated at One Canada Square, London E14 5AL. The Bank of New York Mellon's corporate trust business services \$12 trillion in outstanding debt from 55 locations around the world. It services all major debt categories, including corporate and municipal debt, mortgage-backed and asset-backed securities, collateralised debt obligations, derivative securities and international debt offerings. The Bank of New York Mellon's corporate trust and agency services are delivered through The Bank of New York Mellon and the Bank of New York Mellon Trust Company, N.A.

The Bank of New York Mellon Corporation is a global financial services company focused on helping clients manage and service their financial assets, operating in 35 countries and serving more than 100 markets. The company is a leading provider of financial services for institutions, corporations and high-net-worth individuals, providing superior asset management and wealth management, asset servicing, issuer services, clearing services and treasury services through a worldwide client-focused team. It has more than \$26 trillion in assets under custody and administration and more than \$1.4 trillion in assets under management. Additional information is available at www.bnymellon.com.

THE ISSUER

Introduction

The Issuer was incorporated in England and Wales as a public company limited by shares under the Companies Act 2006 on 9 July 2014 with registered number 9123440. The registered office of the Issuer is at Fifth Floor, 100 Wood Street, London EC2V 7EX, telephone number +44 (0)20 7606 5451. The Issuer's issued share capital comprises 49,999 ordinary shares of £1 one quarter paid up and 1 ordinary share of £1 fully paid up, all of which are beneficially owned by Holdings. The Issuer first started to carry on a business when it received its certificate to trade dated 5 September 2014.

The Issuer has been established as a special purpose vehicle for the purpose of issuing asset backed securities and for acquiring the Issuer Share in the Trust Property. The Issuer has no subsidiaries. The Seller does not own, directly or indirectly, any of the share capital of the Issuer. The principal objects of the Issuer are set out in its Articles of Association and are, *inter alia*, to carry on business as a general commercial company. The activities of the Issuer will be restricted by its Memorandum and Articles of Association and the Transaction Documents.

Since its incorporation, the Issuer has not engaged in any material activities other than those incidental to its registration as a public company under the Companies Act 2006, the authorisation and issue of the Notes, the matters contemplated in this Prospectus, the authorisation of the other Transaction Documents referred to in this Prospectus or in connection with the issue of the Notes and other matters which are incidental or ancillary to those activities. The Issuer has no employees. As at the date of this Prospectus no financial statements have been prepared by the Issuer.

There is no intention to accumulate surplus cash in the Issuer except in the circumstances set out in the section entitled "*Security for the Issuer's Obligations*".

Directors and Secretary

The directors of the Issuer and their respective business addresses and principal activities or business occupations are:

Name	Business Address	Principal Activities/Business Occupation
Roger Nurse	Jubilee House, Gosforth, Newcastle Upon Tyne NE3 4PL	Strategic Support Director of Virgin Money
L.D.C. Securitisation Director No.1 Limited	Fifth Floor, 100 Wood Street, London EC2V 7EX	Acting as corporate directors of special purpose companies
L.D.C. Securitisation Director No. 2 Limited	Fifth Floor, 100 Wood Street, London EC2V 7EX	Acting as corporate directors of special purpose companies

The affairs of L.D.C. Securitisation Director No. 1 Limited and L.D.C. Securitisation Director No. 2 Limited are represented by their directors, Ian Kenneth Bowden and Law Debenture Securitisation Services Limited. The directors of Law Debenture Securitisation Services Limited are Denyse Monique Anderson, Julian Robert Mason-Jebb, and Richard David Rance, each of whose business address is Fifth Floor, 100 Wood Street, London EC2V 7EX and each of whose principal activities are as directors of The Law Debenture Trust Corporation p.l.c.

The company secretary of the Issuer is:

Name	Business Address
Law Debenture Corporate Services Limited	Fifth Floor, 100 Wood Street, London EC2V 7EX

The company secretary of the Issuer is not a director of the Issuer.

In accordance with the Corporate Services Agreement, the Seller and the Corporate Services Provider will each provide directors and other corporate services for the Issuer in consideration for the payment of an annual fee to the Corporate Services Provider.

The Issuer's activities will principally comprise the issue of the Notes, the entering into of all documents relating to such issue and the exercise of related rights and powers and other activities referred to in this Prospectus or reasonably incidental to those activities.

Capitalisation and Borrowings

The following table shows the unaudited capitalisation and borrowings of the Issuer as at the date of this Prospectus adjusted for the issue of Notes and drawing of the Sterling denominated loan made to the Issuer by the Subordinated Loan Provider on the Closing Date (the "**Initial Subordinated Loan**"):

	<u>£</u>
<i>Share Capital</i>	
Issued Share Capital	
49,999 issued ordinary shares of £1 each one quarter paid up and one issued ordinary share of £1 fully paid up.....	12,500.75
	<u>£</u>
<i>Borrowings</i>	
Class A1 Notes	600,000,000
Class A2 Notes	650,000,000
Class M Notes.....	55,600,000
Class Z Notes.....	83,300,000
Initial Subordinated Loan	52,960,000
	<u>1,437,860,000</u>

As at the date of this Prospectus, save as disclosed in this Prospectus, the Issuer has no loan capital outstanding or created but unissued, no term loans outstanding and no other borrowings or indebtedness in the nature of borrowing nor any contingent liabilities or guarantees.

Since the date of its incorporation, the Issuer has not commenced operations and no financial statements have been made up as at the date of the Prospectus.

The current financial period of the Issuer will end on 31 December 2015.

THE MORTGAGES TRUSTEE

Introduction

The Mortgages Trustee was incorporated in England and Wales as a private company limited by shares under the Companies Act 2006 on 9 July 2014 with registered number 9123433. The registered office of the Mortgages Trustee is Fifth Floor, 100 Wood Street, London EC2V 7EX, telephone number +44 (0)20 7606 5451. The issued share capital of the Mortgages Trustee comprises 1 ordinary share of £1 which is owned by Holdings. As at the date of this Prospectus, the Mortgages Trustee does not have any borrowings or contingent liabilities. The Mortgages Trustee is organised as a special purpose company. The Mortgages Trustee has no subsidiaries. The Seller does not own, directly or indirectly, any of the share capital of the Mortgages Trustee.

Since its incorporation, the Mortgages Trustee has not engaged in any material activity other than those incidental to the settlement of the Trust Property on the Mortgages Trustee, the authorisation of the Transaction Documents referred to in this Prospectus to which it is or will be a party, and other matters which are incidental or ancillary to those activities.

Directors and Secretary

The directors of the Mortgages Trustee and their respective business addresses and principal activities or business occupations are:

<u>Name</u>	<u>Business Address</u>	<u>Principal Activities/Business Occupation</u>
Roger Nurse	Jubilee House, Gosforth, Newcastle Upon Tyne NE3 4PL	Strategic Support Director of Virgin Money
L.D.C. Securitisation Director No.1 Limited	Fifth Floor, 100 Wood Street, London EC2V 7EX	Acting as corporate directors of special purpose companies
L.D.C. Securitisation Director No. 2 Limited	Fifth Floor, 100 Wood Street, London EC2V 7EX	Acting as corporate directors of special purpose companies

The affairs of L.D.C. Securitisation Director No. 1 Limited and L.D.C. Securitisation Director No. 2 Limited are represented by their directors, Ian Kenneth Bowden and Law Debenture Securitisation Services Limited. The directors of Law Debenture Securitisation Services Limited are Denyse Monique Anderson, Julian Robert Mason-Jebb, and Richard David Rance, each of whose business address is Fifth Floor, 100 Wood Street, London EC2V 7EX and each of whose principal activities are as directors of The Law Debenture Trust Corporation p.l.c.

The company secretary of the Mortgages Trustee is:

<u>Name</u>	<u>Business Address</u>
Law Debenture Corporate Services Limited	Fifth Floor, 100 Wood Street, London EC2V 7EX

The company secretary of the Mortgages Trustee is not a director of the Mortgages Trustee.

In accordance with the Corporate Services Agreement, the Seller and the Corporate Services Provider will each provide directors and other corporate services for the Mortgages Trustee in consideration for the payment of an annual fee to the Corporate Services Provider.

The Mortgages Trustee's activities will principally comprise the acquisition of the Mortgage Loans, the entering into of all documents relating to such acquisition and the exercise of related rights and powers and other activities referred to in this Prospectus or reasonably incidental to those activities.

The current financial period of the Mortgages Trustee will end on 31 December 2015.

HOLDINGS

Introduction

Holdings was incorporated in England and Wales as a private company limited by shares under the Companies Act 2006 on 9 July 2014 with registered number 9123426. The registered office of Holdings is at Fifth Floor, 100 Wood Street, London EC2V 7EX, telephone number +44(0)20 7607 5451. The issued share capital of Holdings comprises 1 ordinary share of £1 each which is owned by The Law Debenture Intermediary Corporation plc, in its capacity as trustee pursuant to a Share Trust Deed dated 4 September 2014. On 4 September 2014, Holdings borrowed £12,501.75 from Law Debenture Trustees Limited (the "**Holdings Loan**"). As at the date of this Prospectus, Holdings does not have any borrowings or contingent liabilities other than the Holdings Loan. Holdings is organised as a special purpose company. Other than the Issuer and the Mortgages Trustee, Holdings has no subsidiaries. The Seller does not own, directly or indirectly, any of the share capital of Holdings.

Since its incorporation, Holdings has not engaged in any material activity other than those incidental to its incorporation and the incorporation of the Issuer and the Mortgages Trustee, the authorisation of the Transaction Documents referred to in this Prospectus to which it is or will be a party, and other matters which are incidental or ancillary to those activities.

Directors and Secretary

The directors of Holdings and their respective business addresses and principal activities or business occupations are:

<u>Name</u>	<u>Business Address</u>	<u>Principal Activities/Business Occupation</u>
Roger Nurse	Jubilee House, Gosforth, Newcastle Upon Tyne NE3 4PL	Strategic Support Director of Virgin Money
L.D.C. Securitisation Director No.1 Limited	Fifth Floor, 100 Wood Street, London EC2V 7EX	Acting as corporate directors of special purpose companies
L.D.C. Securitisation Director No. 2 Limited	Fifth Floor, 100 Wood Street, London EC2V 7EX	Acting as corporate directors of special purpose companies

The affairs of L.D.C. Securitisation Director No. 1 Limited and L.D.C. Securitisation Director No. 2 Limited are represented by their directors, Ian Kenneth Bowden and Law Debenture Securitisation Services Limited. The directors of Law Debenture Securitisation Services Limited are Denyse Monique Anderson, Julian Robert Mason-Jebb, and Richard David Rance, each of whose business address is Fifth Floor, 100 Wood Street, London EC2V 7EX and each of whose principal activities are as directors of The Law Debenture Trust Corporation p.l.c.

The company secretary of Holdings is:

<u>Name</u>	<u>Business Address</u>
Law Debenture Corporate Services Limited	Fifth Floor, 100 Wood Street, London EC2V 7EX

The company secretary of Holdings is not a director of Holdings.

In accordance with the Corporate Services Agreement, the Seller and the Corporate Services Provider will each provide directors and other corporate services for Holdings in consideration for the payment of an annual fee to the Corporate Services Provider.

Holdings' activities will principally comprise the holding of the shares in each of the Issuer and Mortgages Trustee, the entering into of all documents relating thereto and the exercise of related rights and powers and other activities referred to in this Prospectus or reasonably incidental to those activities.

The current financial period of Holdings will end on 31 December 2015.

THE MORTGAGE LOANS

Introduction

The following is a description of some of the characteristics of the Mortgage Loans and includes details of Mortgage Loan types, the underwriting process, lending criteria and selected statistical information. In selecting which mortgage loans to assign to the Mortgages Trustee, the Seller has compiled a portfolio of mortgage loans (the "**Provisional Mortgage Portfolio**"). Each mortgage loan in the Provisional Mortgage Portfolio is a Mortgage Loan in respect of a property located in England & Wales, and incorporates one or more of the features referred to in this section. From the Provisional Mortgage Portfolio, the Seller will assign a portfolio of Mortgage Loans and Related Security to the Mortgages Trustee on the Closing Date (the "**Initial Mortgage Portfolio**"). It is not expected that the Initial Mortgage Portfolio will differ materially from the Provisional Mortgage Portfolio.

The Seller may also sell New Mortgage Loans to the Mortgages Trustee which shall be added to the Mortgage Portfolio on a Transfer Date, subject to satisfaction of the Replenishment Conditions (see "*Assignment of the Mortgage Loans and Related Security*" for further information) (such Mortgage Loans together with the Initial Mortgage Portfolio, the "**Mortgage Portfolio**").

The Mortgage Portfolio will from time to time comprise:

- (a) the Mortgage Loans and Related Security assigned to the Mortgages Trustee on the Closing Date together with any New Mortgage Loans sold to the Mortgages Trustee on any Transfer Date,

less:

- (b) any Mortgage Loans repurchased by the Seller as a result of an un-remedied breach of any of the warranties set out in the Mortgage Sale Agreement or prior to a Product Switch or Further Advance being made on the relevant Mortgage Loan,

other than, in any such case, Mortgage Loans which have been discharged or in respect of which funds representing principal outstanding have otherwise been received in full by the Mortgages Trustee.

Each Borrower may have more than one Mortgage Loan incorporating different features, but all Mortgage Loans secured on the same Mortgaged Property will be incorporated in a single account with the Seller (the "**Mortgage Account**"). If a Mortgage Loan to a particular Borrower is included in the Mortgage Portfolio, all of the Mortgage Loans under the Mortgage Account of that Borrower will be included in the Mortgage Portfolio. Each Mortgage Loan when advanced is secured by a first priority legal charge over freehold or leasehold Mortgaged Property located in England or Wales (a "**Mortgage**").

The Seller will select randomly which Mortgage Loans from the Provisional Mortgage Portfolio will be assigned to the Mortgages Trustee. In making its selection, the Seller will exclude from the Provisional Mortgage Portfolio those Mortgage Loans that have been repaid in full.

The Provisional Mortgage Portfolio was drawn up as at the Provisional Mortgage Portfolio Information Date and comprised 12,184 Mortgage Loans having an aggregate Current Balance of £1,815,287,905 as at that date. The NRAM Originator originated the NRAM-originated Mortgage Loans in the Provisional Mortgage Portfolio between January 2003 and December 2009. The VM Originator originated the VM-originated Mortgage Loans in the Provisional Mortgage Portfolio between January 2010 and June 2014.

Characteristics of the Mortgage Loans

Mortgage loan products

The Mortgage Loans in the Provisional Mortgage Portfolio fall into the categories described below.

Fixed Rate Mortgage Loans: Mortgage Loans subject to a fixed interest rate for a specified period of time and at the expiration of that period are generally subject to the Seller's standard variable rate (the "**Fixed Rate Mortgage Loans**").

Standard Variable Rate Mortgage Loans: Mortgage Loans subject to the Seller's standard variable rate (the "**Standard Variable Rate Mortgage Loans**").

Discount Rate Mortgage Loans: Mortgage Loans, the terms of which allow the Borrower to pay interest at a specified discount to the Seller's standard variable rate for a specified period of time or for the life of the Mortgage Loan.

Flexible Tracker Rate Mortgage Loans: Mortgage Loans which are subject to a variable rate of interest that is linked to the Bank of England base rate plus an additional fixed percentage (the "**Flexible Tracker Rate Mortgage Loans**").

Everyday Fixed Rate Mortgage Loans: Mortgage Loans, with the same features as Fixed Rate Mortgage Loans, with the exception that overpayments are limited to 10 per cent. of the outstanding balance per calendar year and no borrow backs or underpayments are permitted. The payment holidays which can be applied for are limited to a one month payment holiday for every nine consecutive full monthly payments made, with a maximum payment holiday of three months following 27 consecutive full monthly payments being made.

Everyday Tracker Mortgage Loans: Mortgage Loans, with the same features as Flexible Tracker Rate Mortgage Loans, with the exception that overpayments are limited to 10 per cent. of the outstanding balance per calendar year and no borrow backs or underpayments are permitted. The payment holidays which can be applied for are limited to a one month payment holiday for every nine consecutive full monthly payments made, with a maximum payment holiday of three months following 27 consecutive full monthly payments being made (the "**Everyday Tracker Mortgage Loans**" and, together with the Flexible Tracker Rate Mortgage Loans, the "**Tracker Rate Mortgage Loans**").

Mortgage Loans

Under the Mortgage Loans, interest is charged daily at either a fixed rate or a variable rate and each Borrower may make some or all of the following: (i) cash redraws, (ii) overpayments, (iii) underpayments and (iv) an application for a payment holiday of one month per every nine consecutive full monthly payments made, with a maximum payment holiday of three months.

The Seller has undertaken to certain Borrowers that for variable rate Mortgage Loans that are eligible for interest to be charged at the Seller's standard variable rate (including Fixed Rate Mortgage Loans which become variable after the expiry of the fixed period), during the period in which the Seller may impose an Early Repayment Charge, the actual gross interest rate that the Seller charges will be the lower of:

- (a) the Seller's standard variable rate; or
- (b) the Bank of England base rate plus a margin which is determined by the Seller.

Repayment terms

All payments due under the Mortgage Loans which are included in the Mortgage Portfolio are to be made by electronic direct debit authorised by the relevant Borrower and made monthly from such Borrower's bank account to a collection account ("**direct debit**") or, if such payment is late or Borrowers choose not to pay by direct debit, by cheque, by debit card or other means into accounts in the name of the Administrator as more fully described under "*The Administrator, the Administration Agreement and the Collection Account – The Administration Agreement – Collection of Payments*".

Borrowers typically make payments of interest on, and repay principal of, their Mortgage Loans using one of the following methods:

- (a) **repayment:** the Borrower makes monthly payments of both interest and principal so that, at the end of the mortgage term, the Borrower will have repaid the full amount of the principal of the Mortgage Loan;
- (b) **interest-only (with a repayment vehicle):** the Borrower makes monthly payments of interest but not of principal; at the end of the mortgage term, the entire principal amount of the Mortgage Loan is still outstanding and the Borrower must repay that amount in one lump sum or by way of regular payments. The Seller reminds Borrowers periodically of the need to have a suitable means to repay the Mortgage Loan in place. The Borrower typically arranges a separate investment plan which will be administered by an organisation separate from the Seller, which plan provides a lump sum payment to coincide with the end of the mortgage term. Although

these investment plans are forecast to provide sufficient sums to repay the principal balance of the Mortgage Loan upon its maturity, to the extent that the lump sum payment is insufficient to pay the principal amount owing, the Borrower will be liable to make up any shortfall. On 1 June 2010 the Seller changed its interest-only lending policy and as a result the Seller no longer accepts the following repayment plans: inheritance dividends, regular overpayments, remuneration and intention to convert to repayment at a future date. The Seller accepted the following repayment plans: investment plan, individual savings account, personal pension plan, endowment, share portfolio, sale of second property with equity and sale of residential property. In addition, the acceptance of sale of main property as a repayment vehicle was limited to cases with a maximum of 60% LTV and a £150,000 minimum equity. On 31 May 2012 the Seller changed its interest-only lending policy by reducing the maximum LTV from 75% to 70% and, where the sale of other property is used as a repayment vehicle, by reducing the maximum LTV from 75% to 60%.

On 4 January 2013 the Seller changed its interest only lending policy by introducing a minimum loan size of £300,000. On 9 December 2013 the Seller made further changes to its interest only lending policy. The minimum loan size of £300,000 was removed and replaced with a minimum gross annual income for all Borrowers of £100,000, a minimum purchase price / valuation of £500,000 and no longer accepted Borrowers who are first time buyers or those who are debt consolidating. The Seller no longer accepts the following repayment plans: cash ISA and the sale of the mortgaged property where this is the Borrower's primary residence. The Seller now requires documentary evidence of the repayment plan and all interest only mortgages must be approved by an accredited underwriter. All asset based repayment strategies, for example, sale of other property or shares, must have a current value of at least 110% of the interest only mortgage loan amount.

The types of plans, or a combination of, now accepted include:

- (i) **endowment:** the Borrower makes regular payments to a life assurance company which invests the premia; the endowment policy is intended to repay the Mortgage Loan at maturity;
 - (ii) **pension policy:** the Borrower makes regular payments to a personal financial plan arranged by such Borrower to provide for that Borrower's expenses during retirement; upon retirement, or plan maturity, the Borrower will receive a tax-free lump sum which is intended to repay the Mortgage Loan;
 - (iii) **managed investment plans** (including Unit trusts / Open Ended Investment Companies (UK), Investment Bonds (UK), Stocks and Shares ISA): The Borrower makes regular payments to a managed investment plan. The accumulated fund(s) will be used to repay the Mortgage Loan by the end of its term;
 - (iv) **managed share portfolio** (only UK based investments quoted within the FTSE index held in sterling are acceptable): The Borrower has built up a portfolio of shares, the value of the portfolio must cover the interest only Mortgage Loan by 110% at the time of the application;
 - (v) **sale of a property** (not the property to be mortgaged): the Borrower has an interest in property where there is sufficient equity (value less any outstanding commitments secured against that property) to cover the interest only Mortgage Loan by 110% at the time of the application; and
 - (vi) **sale of the mortgaged property:** the Borrower intends to sell the mortgaged property in order to repay the balance of the Mortgage Loans. This is only permitted where the property is not the customer's main residence e.g. second home or holiday home;
- (c) **interest-only (without a repayment vehicle):** similar to the interest-only Mortgage Loans described above, where the Borrower makes monthly payments of interest but not of principal and when the Mortgage Loan matures, the entire principal amount of the Mortgage Loan is due. However, the Borrower has no formal repayment vehicle in place to repay the Mortgage Loan in full "**Interest-Only Mortgage Loans**"; and

- (d) **combination repayment and interest-only (with or without a repayment vehicle):** this situation most often occurs when the Borrower had an interest-only Mortgage Loan with a repayment vehicle on a prior mortgaged property, and after selling that mortgaged property the Borrower purchased a property with a Mortgage Loan where the subsequent home was either more expensive than the prior home or the Borrower took out a larger Mortgage Loan or further advance. The Borrower used the existing interest-only repayment vehicle for the substitute Mortgage Loan or further advance and made up the difference between the anticipated maturity value of the interest only repayment vehicle and the higher Mortgage Loan amount with a repayment mortgage. The required monthly payment in connection with repayment Mortgage Loans or interest-only Mortgage Loans may vary from month to month for various reasons, including changes in interest rates. See "*Maximum LTV ratio*" described below.

The Seller does not (and in some cases cannot) take security over investment plans.

The Mortgage Loans are subject to a range of options that give the Borrower greater flexibility in the timing and amount of payments made under the Mortgage Loan as well as access to Borrow-backs under the Mortgage Loan. All of the Mortgage Loans included in the Mortgage Portfolio offer certain of the flexible features described below.

Overpayments and underpayments: A Borrower may make overpayments or may repay the entire current balance under its Mortgage Loan at any time without incurring any Early Repayment Charge. Any overpayment immediately reduces the Current Balance of the Mortgage Loan from the day the Seller receives payment. Any overpayment on a Mortgage Loan will result in the immediate reduction in the amount of interest payable by the relevant Borrower.

A Borrower may use certain amounts that it has previously overpaid to the Seller to fund future underpayments under its Mortgage Loan (an "**Authorised Underpayment**"). If a Borrower makes an Authorised Underpayment under its Mortgage Loan, the Current Balance of that Mortgage Loan will be increased at the end of the month in which the Authorised Underpayment has been made and there will be an immediate effect on the amount of interest payable by the Borrower. An Authorised Underpayment is also called a "**Non-Cash Borrow-back**" for the purposes of this Prospectus. A Borrower under a Mortgage Loan may offset Authorised Underpayments up to the aggregate amount of any overpayments previously made (but not yet used to fund an Authorised Underpayment or redrawn in cash by the Borrower) during the lifetime of the Mortgage Loan. The increase in Current Balance as a result of any Authorised Underpayment will increase the Trust Property and thereby increase the Seller Share of the Trust Property.

Any underpayment made by a Borrower (a) which cannot be funded by prior overpayments and (b) where the Borrower is not entitled to a payment holiday (an "**Unauthorised Underpayment**") will be treated by the Seller as arrears.

Payment Holidays: A Borrower that has made nine consecutive scheduled monthly payments (or an equivalent sum of payments) on its Mortgage Loan may apply for a one month payment holiday even if that Borrower has not made prior overpayments. A Borrower may apply for this payment holiday facility once in each rolling nine month period and may accumulate the right to take up to a maximum of three monthly payment holidays in any one calendar year if the Borrower has not used the payment holiday facility in a given 27-month period. In addition, a Borrower may apply for a payment holiday of up to six months in certain limited cases (generally, where the Borrower can demonstrate an extenuating circumstance). The Mortgage Loan will continue to accrue interest and other charges during any payment holiday and accrued interest will be added to the Current Balance of the related Mortgage Loan which will increase the amount of interest payable by the Borrower. Any payment holiday will be funded solely by the Seller in an amount equal to the unpaid interest associated with that payment holiday. The increase in Current Balance as a result of any payment holiday will increase the Trust Property and thereby increase the Seller Share of the Trust Property. A payment holiday is also called a "**Non-Cash Borrow-back**" for the purposes of this Prospectus.

Cash Borrow-backs: A Borrower may request a "**Cash Borrow-back**" (together with a Non-Cash Borrow-back, a "**Borrow-back**") of overpayments that the Borrower has made on its Mortgage Loan by requesting that the Seller refund some or all of such overpayments in cash, **provided that** (i) the aggregate amount of all overpayments not yet used to fund an Authorised Underpayment or otherwise borrowed back in cash by the Borrower from the period commencing with the origination of the

Mortgage Loan to the date of the cash redraw is equal to or greater than £500, and that the amount of such Cash Borrow-back is equal to or greater than £500 (if the aggregate amount of all overpayments for such period is less than £500, any Borrower wishing to make a Cash Borrow-back in these amounts may instead make an Authorised Underpayment of the scheduled monthly payment, but is not entitled to a Cash Borrow-back) and (ii) since April 2009, the Borrower passes an affordability assessment at the time of requesting a Cash Borrow-back. Any Cash Borrow-back on a Mortgage Loan will result in the immediate increase in the related Current Balance and will increase the amount of interest payable by the Borrower. Any Cash Borrow-backs will be funded solely by the Seller. The increase in the Current Balance as a result of a Cash Borrow-back will increase the Trust Property and thereby increase the Seller Share of the Trust Property.

Under the mortgage conditions, a Borrower must receive permission from the Seller to make an Authorised Underpayment or take a payment holiday on a Mortgage Loan.

The Seller retains the discretion whether to grant a Cash Borrow-back. The Seller will agree to a Borrower's request for a Cash Borrow-back where an assessment of the Borrower's circumstances at the time of the request indicates that he will continue to be able to afford the revised monthly payment following the advance of the Cash Borrow-back and the Borrower is not otherwise in breach of his obligations under the mortgage contract.

The Seller also retains the discretion whether to provide a further advance (as described under "*Further Advances*" below) to a Borrower on a Mortgage Loan, and also maintains discretion in some cases to grant a payment holiday to a Borrower, depending on the facts associated with the Borrower's request.

The amount of a Mortgage Loan is agreed at origination.

The Seller currently reviews monthly the interest rate on its variable rate Mortgage Loans. In addition, the Seller will recalculate accrued interest on Mortgage Loans to take account of the exercise of any overpayment or Borrow-back, so that (a) interest on any Borrow-back is charged from the date of the redraw, and (b) Borrowers are given the benefit of any overpayment from the date on which the overpayment is paid.

In addition to the conditions described above, Borrow-back options for Mortgage Loans may cease to be available, at the Seller's sole discretion, if an event of default (as set out in the applicable terms and conditions) occurs. Before agreeing any Borrow-back, the Seller will check that the Borrower is able to afford payments of interest and repayments of principal in respect of any increased mortgage balance.

Further Advances

An existing Borrower may apply to the Seller for a further amount to be lent to him or her under his or her Mortgage Loan, which amount will be secured by the same Mortgaged Property as the Mortgage Loan, in circumstances which do not amount to a Borrow-back (a "**Further Advance**"). Any such application may result from a solicitation made by the Seller, as the Seller may periodically contact Borrowers in respect of the Seller's total portfolio of Mortgage Loans in order to offer to a Borrower the opportunity to apply for a Further Advance.

None of the Mortgage Loans in the Provisional Mortgage Portfolio will oblige the Seller to make Further Advances or Product Switches or to agree to a request for a Borrow-back.

Under the Administration Agreement, the Administrator may not, on behalf of the Seller, accept an application from or issue an offer for a Further Advance to any Borrower in respect of a Mortgage Loan unless the Seller has confirmed to the Administrator and the Mortgages Trustee that it will purchase that Mortgage Loan in accordance with the terms of the Mortgage Sale Agreement and the Further Advance may not be made until the Seller has repurchased the Mortgage Loan in accordance with the Mortgage Sale Agreement.

See "*Assignment of the Mortgage Loans and Related Security – Product Switches and Further Advances*" below.

Product Switches

From time to time Borrowers may request or the Seller may offer, in limited circumstances, a variation in the mortgage conditions applicable to the Borrower's Mortgage Loan. In addition, in order to promote the retention of Borrowers, the Seller may periodically contact certain borrowers in respect of the Seller's total portfolio of outstanding mortgage loans in order to encourage a Borrower to review the Seller's other mortgage products and to discuss moving that Borrower to an alternative mortgage product. Any such variation, including a change in product type, but excluding the variations listed below, is called a "**Product Switch**". The following variations are not Product Switches:

- (a) a change between interest-only Mortgage Loans and repayment Mortgage Loans;
- (b) a change of a party to a Mortgage Loan or a release of part of the land subject to the mortgage;
- (c) any variation agreed with Borrowers to control or manage existing arrears on a Mortgage Loan; and
- (d) any variation imposed by statute.

Under the Administration Agreement, the Administrator may not, on behalf of the Seller, accept an application from or issue an offer for a Product Switch to any Borrower in respect of a Mortgage Loan unless the Seller has confirmed to the Administrator and the Mortgages Trustee that it will purchase that Mortgage Loan in accordance with the terms of the Mortgage Sale Agreement and the Product Switch may not be effected until the Seller has repurchased the Mortgage Loan in accordance with the Mortgage Sale Agreement.

See "*Assignment of the Mortgage Loans and Related Security – Product Switches and Further Advances*" below.

Origination of the Mortgage Loans

Each Originator derived its mortgage lending business from the following sources:

- (a) intermediaries that range from mortgage clubs to small independent mortgage advisors;
- (b) its branch network throughout the United Kingdom;
- (c) its website; and
- (d) a centralised telephone-based lending operation.

In each case, the relevant Originator performed all the status checks in relation to the Borrower and determined whether a Mortgage Loan would be offered. At the time of origination of the Mortgage Loans that are Regulated Mortgage Contracts under the FSMA, the relevant Originator was authorised to conduct mortgage lending business under the FSMA and was subject to the requirements of MCOB. MCOB sets out, among other things, what information loan applicants should be provided with before committing to a Mortgage Loan, including the repayment method and repayment period, the financial consequences of early repayment, the type of interest rate, insurance requirements, costs and fees associated with the Mortgage Loan and when an applicant's account details can be given to credit reference agencies. MCOB, as with the CML Code prior to 31 October 2004, also requires that the lender, among other things, acts fairly and reasonably with its borrowers and assists borrowers in choosing a mortgage that fits the needs of the relevant borrower. (See section entitled "*Risk factors – Certain Regulatory Considerations*").

Right to Buy Mortgage Loans

The Mortgage Portfolio includes right to buy mortgage loans ("**Right to Buy Mortgage Loans**"), each being a loan entered into by a borrower as a means to purchase, refinance or improve a residential property from a local authority or certain other landlords under "right to buy" schemes which are subject to the provisions of the Housing Act 1985 (as amended by the Housing Act 2004).

Underwriting

The decision to offer a Mortgage Loan to a potential Borrower was made by one of the Originators' underwriters and/or mandate holders located in its mortgage service centres, head office in Gosforth or other location, who may have liaised with the intermediaries. Each underwriter and/or mandate holder was required to pass the relevant Originator's formal training programme to gain the authority to approve Mortgage Loans. Mandates were awarded in line with the relevant Originator's documented and approved allocation procedures. Each Originator established various levels of authority for its underwriters who approved Mortgage Loan applications. The levels are related to system rules which are differentiated by, among other things, degree of risk, value of the property, amount of the Mortgage Loan and LTV ratio in the relevant application. Each Originator also monitored the quality of underwriting decisions on a regular basis.

Lending Criteria

Subject to the matters set out in "*The Originators' ability to lend outside of their lending criteria*" below, each Mortgage Loan was originated according to the relevant Originator's lending criteria (the "**Lending Criteria**") applicable at the time that the Mortgage Loan was offered. The Lending Criteria are described in this section.

To obtain a Mortgage Loan, each prospective Borrower completed an application form (or submitted an application on-line) which included information about the applicant's income, current employment details, bank account information, if any, current mortgage information, if any, and certain other personal information, including known and future changes to credit commitments by and household expenditure of the Borrower(s). The relevant Originator completed a credit reference agency search in all cases against each applicant at their then current address and, if necessary, former addresses, which gave details of public information including any county court judgments. Some of the factors used in making a lending decision were as follows:

(1) Employment details

The Originators generally operated the following policy in respect of the verification of a prospective Borrower's income details. Under this policy, each of the Originators categorised prospective Borrowers as either "employed", "self-employed", "Retired" or "Contractor". Proof of income for employed prospective Borrowers applying for Mortgage Loans was typically established by two monthly payslips from a four-month period (or four of the last six payslips if paid weekly) prior to the date of the loan application plus the Borrower's most recent form of P60.

Proof of income for self-employed prospective Borrowers was typically established by a certificate from the Borrower's suitably qualified accountant in an acceptable form, the Borrower's accounts for the two years prior to the date of the loan application or the Borrower's tax assessments for the two years prior to the date of the loan application.

In May 2001, the NRAM Originator introduced its fast track programme to prospective Borrowers for certain Mortgage Loan products. If a Mortgage Loan was judged appropriate for the fast track programme, income was accepted as stated by the prospective Borrower without further proof once positive identification of the Borrower was provided and the Borrower had passed the NRAM Originator's credit scoring test. In order to qualify, the prospective Borrower must have met a valuation made on the Mortgaged Property and must have met certain requirements set by the NRAM Originator with respect to the value of the Mortgaged Property and the LTV ratio of the Mortgage Loan. The minimum value of the Mortgaged Property required and the maximum LTV ratio allowed for the fast track programme have each varied over time. At different times during the period May 2001 through March 2004, the NRAM Originator required that a prospective Borrower eligible for the fast track programme have a property value ranging from at least £100,000 to at least £150,000 and have applied for a Mortgage Loan with an LTV ratio ranging from no greater than 60% to no greater than 85%. In March 2004, the NRAM Originator relaunched the fast track programme with a new set of eligibility criteria under which verification of a Borrower's income was not required in certain circumstances. For Mortgage Loans with an LTV ratio no greater than 85% (or no greater than 80% in the case of Mortgage Loans in excess of £500,000) a Borrower receiving a medium to

high credit score did not need to provide proof of income. First time buyers, Borrowers with low credit scores and Borrowers employed fewer than six months were ineligible for a non-verified Mortgage Loan. In June 2006, the NRAM Originator made some minor amendments to its income verification process and procedures. In order to be eligible for the fast track programme, the NRAM Originator required that a prospective Borrower had a valuation made on the Mortgaged Property, had a property value of at least £100,000 and be applying for a Mortgage Loan with an LTV ratio no greater than 85%. First time buyers and Borrowers employed fewer than six months were ineligible for a fast track Mortgage Loan. Notwithstanding these procedures, the NRAM Originator carried out reasonability checks on all non-verified applications and retained the right to require proof of income or other credit related information in any case it deemed necessary. An existing Borrower could also have been eligible for the May 2001 – March 2004 fast track programme in respect of a Further Advance under a Mortgage Loan **provided that** the LTV ratio of the combined Mortgage Loan and Further Advance did not exceed 95% and the amount of the Further Advance did not exceed £50,000 and that prior to the request for a further advance the Mortgage Loan was not subject to the NRAM Originator's fast track programme procedure. Further, an existing Borrower could also have been eligible for the May 2001 – March 2004 fast track programme if the Borrower was moving from one property (for which the NRAM Originator was the mortgagee) to another property and either (a) the Borrower had a Mortgage Loan with the NRAM Originator for at least two years prior to the date on which the Borrower applied for the substitute Mortgage Loan and the LTV ratio for the substitute Mortgage Loan was no greater than 80%, or (b) the amount of the substitute Mortgage Loan was equal to or less than the amount of the original Mortgage Loan, and the Borrower's personal circumstances (for example, income and employment) had not changed since the date of the original Mortgage Loan.

In January 2008, the NRAM Originator amended its income verification process and procedures. In order to be eligible for the fast track programme, a prospective Borrower must apply for a Mortgage Loan with an LTV ratio no greater than 70%. The NRAM Originator continued to carry out reasonability checks on all non verified applications and retained the right to require proof of income or other credit related information where deemed necessary.

From January 2010, the VM Originator took over the fast track programme.

In January 2010, the VM Originator further amended the eligibility criteria of the fast track programme requiring that a prospective Borrower receive a higher credit score.

Finally, in March 2012, the VM Originator closed its fast track programme and started to request full income verification from all prospective Borrowers.

(2) **Valuation**

Each Originator required that a valuation of the property be obtained either from its in-house Property Risk department or from an independent firm of professional valuers selected from a panel of approved valuers. Each Originator retained details of professional indemnity insurance held by panel valuers. The person underwriting the Mortgage Loan and/or the Property Risk team reviewed the valuation of each property securing the Mortgage Loans. The valuations are made prior to the date of origination of the Mortgage Loan and if a Further Advance is made, an additional valuation will be obtained at such time. All valuations quoted in this Prospectus relate to the original valuation conducted at the time of origination or, if later, at the time of the most recent further advance under the Mortgage Loan. No additional valuations have been made in respect of the issuance of the Notes. For more information on the valuation process and criteria used for a Further Advance, including the use of desktop valuations, see section headed "*Characteristics of the Mortgage Loans – Maximum LTV Ratio*".

(3) **Property types**

Each Originator applied the criteria set out below in determining the eligibility of properties to serve as security for Mortgage Loans. Under these criteria, eligible property types included freehold, heritable and leasehold houses, leasehold and heritable flats and mixed commercial and residential use properties where there is a separate entrance for the residential part of the property (none of the Mortgage Loans are commercial mortgage loans). In the case of a

Mortgage Loan secured by a leasehold property, the relevant Originator required that the unexpired term of the lease be at least 30 years from the end of the agreed Mortgage Loan term.

Each Originator considered some property types that did not meet its usual Lending Criteria on a case-by-case basis. However, some property types were not considered for the purposes of providing security for a Mortgage Loan. The types of property falling within this category comprise freehold flats in England and Wales, shared ownership or shared equity schemes and properties of non-standard construction of a type considered to be defective.

(4) **Loan amount**

Generally, the maximum loan amount was £750,000, but this varied according to the application in question. The amount borrowed may have exceeded this limit in exceptional cases. Usually these exceptional cases were confined to existing Borrowers wishing to move home where the current mortgage balance at that time was more than £750,000. These were considered on a case-by-case basis. The Seller will warrant in the Mortgage Sale Agreement that, as of the date of assignment, no Mortgage Loan in the Mortgage Portfolio has a Current Balance greater than £750,000.

(5) **Term**

Each Mortgage Loan must have had an initial term of between 7 and 35 years.

(6) **Age of applicant**

All Borrowers were required to be aged 18 or over. From January 2009, Borrowers were required to be aged 75 or under at the end of the mortgage term. For Mortgage Loans originated prior to January 2009, there was no maximum age limit.

(7) **Status of applicant(s)**

The maximum loan amount of the Mortgage Loan(s) under a Mortgage Account was determined by a number of factors, including the applicant's income. In determining income, the relevant Originator included basic salary along with performance or profit-related pay, allowances, mortgage subsidies, pensions, annuities, overtime, bonus and commission.

Each of the Originators deducted the annual cost of existing commitments of twelve months or more from the applicant's gross income. Positive proof of the applicant's identity and address was obtained in all cases. In cases where an applicant requested that the relevant Originator take a secondary income into account, the relevant Originator considered the sustainability of the applicant's work hours, the similarity of the jobs and/or skills, the commuting time and distance between jobs, the length of employment at both positions and whether the salary was consistent with the type of employment. The relevant Originator determined, after assessing the above factors, if it was appropriate to use both incomes. If so, a portion of the secondary income was used as part of the normal income calculation.

Prior to October 2010, where there were two applicants, each Originator added joint incomes together for the purposes of calculating the applicants' total income. In determining the loan amount available to the applicants each Originator was entitled to use the higher of the joint income multiplied by the appropriate income multiple or the higher of the two incomes multiplied by the appropriate income multiple plus the lower income. Each Originator at its discretion considered the income of one additional applicant as well, but only at a maximum income multiple of 1.

Post October 2010, details of the applicant's income and regular and essential outgoings were obtained in order to assess that the required loan was affordable. Each originator assessed how much the Borrower could afford by using a combination of Debt to Income ratios, income multiples and the customers net disposable income (after the deduction of outstanding credit commitments and regular and essential outgoings). Affordability was stress tested against possible future increases in interest rates.

Each Originator exercised discretion within its Lending Criteria in applying those factors that were used to determine the maximum amount an applicant could borrow. Accordingly, these parameters varied for some Mortgage Loans. Each Originator took the following into account when applying discretion: credit score result, existing customer relationship, LTV and total income needed to support the Mortgage Loan.

(8) **Credit history**

(a) Credit search

A credit search was carried out in respect of all applicants. Each Originator was entitled to decline applications where an adverse credit history (for example, county court judgment) was revealed.

(b) Existing lender's reference

In some cases the relevant Originator sought a reference from any existing and/or previous lender in the form of a mortgage statement. Any reference must have demonstrated to the relevant Originator that the account had been properly conducted and that no history of material arrears existed.

(9) **Scorecard**

Each Originator used some of these criteria and various other criteria to produce an overall score for the application that reflected a quantitative measure of the risk of advancing the Mortgage Loan. The scorecard was developed using the relevant Originator's own data and experience of its own mortgage accounts. The lending policies and processes were determined centrally to ensure consistency in the management and monitoring of credit risk exposure. Full use was made of software technology in credit scoring new applications. Credit scoring applies statistical analysis to publicly available data, closed user group data obtained from credit reference agencies and customer-provided data to assess the likelihood of a mortgage account going into arrear. Each Originator also used behavioural scoring, which used customer data on existing accounts and closed user group data obtained from credit reference agencies to make further lending decisions, calculate impairment allowances and prioritize action in case of arrears.

Each Originator reserved the right to decline an application that achieved a passing score. Each Originator had an appeals process if an applicant believed that his/her application had been unfairly declined. It was each Originator's policy to allow only authorised individuals to exercise discretion in granting variances from the scorecard.

The Originators' discretion to lend outside their Lending Criteria

On a case-by-case basis, and within approved limits as detailed in the relevant Originator's Retail Credit Risk Policy, the relevant Originator may have determined that, based upon compensating factors, a prospective Borrower that did not strictly qualify under its Lending Criteria at that time warranted an underwriting exception. The relevant Originator may have taken into account compensating factors including, but not limited to, a low LTV ratio, stable employment and time in residence at the applicant's current residence.

Maximum LTV Ratio

For Mortgage Loans originated on or after 12 May 2008 the maximum LTV Ratio (excluding capitalised fees) permitted for prospective Borrowers applying for Mortgage Loans secured by Mortgaged Properties valued up to £500,000 was 85% of the lower of the purchase price or valuation of the Mortgaged Property determined by the relevant valuation (which, in the case of a Further Advance, is the valuation obtained at the time of the Further Advance, as described below). The valuations are made prior to the date of origination of the Mortgage Loan and if a Further Advance is made, an additional valuation will be obtained at such time. In February 2011, this was increased to 90% for purchase customers. In December 2013 the Originator joined the Help to Buy Mortgage Guarantee scheme and the Originator increased its maximum LTV ratio to 95% for purchases and increased the LTV for re-mortgages to 90%. The

Originator agreed not to originate any new Mortgage Loans above 90% LTV that do not benefit from the Help to Buy Guarantee.

Other than as described below, for Mortgage Loans originated before 12 May 2008 the following maximum LTV Ratios applied:

Valuation / purchase price (lower of):	Maximum LTV:
£0 to £300,000	95%
£300,001 to £1,000,000	90%
£1,000,000+ to £2,000,000	85%
£2,000,000+ to £3,000,000	80%
£3,000,000+ to £5,000,000	75%

The maximum LTV was reduced to 90% in May 2008 and later that year reduced further to 85%. In February 2011 the maximum LTV was increased to 90%.

In terms of current policy, the following maximum LTV Ratios apply:

Valuation / purchase price (lower of):	Maximum LTV (Purchase):	Maximum LTV (Remortgage):
£0 to £500,000	95%	90%
£500,001+	80%	80%

Interest-Only Mortgage Loans (without a repayment vehicle) were originated prior to November 2002 only and were subject to a maximum LTV Ratio of 75% of the lower of the purchase price or the valuation of the Mortgaged Property determined by the relevant valuation. Interest-Only Mortgage Loans (with a repayment vehicle) were not subject to a specific maximum LTV Ratio for this type of product, but were subject to standard lending policy, including LTV limits, at the time the loan was written. Allowable repayment vehicles included the sale of the Mortgaged Property, provided there is a minimum of £50,000 of equity in the Mortgaged Property and the LTV Ratio of the relevant Mortgage Loan is 75% or less. On 22 March 2010, Interest-Only Mortgage Loans were limited to a LTV Ratio of 75%. On 1 June 2010, the acceptance of the sale of the main property as a repayment vehicle was limited to those loans with a maximum LTV Ratio of 60% and where the property is worth at least £150,000. On the 31 May 2012 the Seller further changed its interest-only lending policy by reducing the maximum LTV from 75% to 70% and, where the sale of other property is used as a repayment vehicle, by reducing the maximum LTV from 75% to 60%. On the 04 January 2013 the Seller changed its interest only lending policy by introducing a minimum loan size of £300,000. On 9 December 2013 the Seller made further changes to its interest only lending policy. The minimum loan size of £300,000 was removed and replaced with a minimum gross income of all Borrowers of £100,000, a minimum purchase price / valuation of £500,000 and no longer accepted Borrowers who are first time buyers or those who are debt consolidating. The Seller no longer accepts the following repayment plans: cash ISA and the sale of the mortgaged property where this is the Borrowers primary residence. The Seller now requires documentary evidence of the repayment plan and all interest only mortgages must be approved by an accredited underwriter. All asset based repayment strategies, for example, sale of other property or shares, must have a current value of at least 110% of the interest only mortgage loan amount.

In the case of a purchase of a Mortgaged Property, each Originator determined the current market value of that Mortgaged Property (which was used to determine the maximum amount of the Mortgage Loan permitted to be made by the relevant Originator) to be the lower of:

- (a) the valuation made by an independent valuer from the panel of valuers appointed by the relevant Originator or an employee valuer of the relevant Originator; or
- (b) the purchase price for the Mortgaged Property paid by the prospective Borrower.

By exception to the approach set out above, in the case of a purchase of a Mortgage Property at a price set under special arrangements, such as for a Right to Buy Mortgage Loan, each Originator determined the current market value of that Mortgaged Property (which was used to determine the maximum amount of the Mortgage Loan permitted to be made by the relevant Originator) to be the valuation made by an independent valuer from the panel of valuers appointed by the relevant Originator or an employee valuer of the relevant Originator.

If a Borrower or a prospective Borrower applied to remortgage its current Mortgaged Property, the relevant Originator determined the then current market value of the Mortgaged Property (for the purpose of determining the maximum amount of the loan available) by using the then current valuation of the Mortgaged Property as determined using the process described under "*Lending Criteria – (2) Valuation*".

If the Borrower applied for a Further Advance, each Originator determined the then current market value of the Mortgaged Property by using either an indexed valuation figure provided by a UK pricing index, a desktop valuation by an employee valuer of the relevant Originator (including by way of automated valuation methodology) or the then current valuation of the Mortgaged Property as determined using the process described under "*Lending Criteria – (2) Valuation*".

"LTV Ratio" or "Loan to Value Ratio" means in respect of (a) any Mortgage Loan assigned to the Mortgages Trust, the ratio of the outstanding balance of such Mortgage Loan to the Current Valuation of the Mortgaged Property securing such Mortgage Loan and (b) the relevant Originator's decision as to whether to make a mortgage loan to a prospective Borrower, the ratio of the outstanding balance of such mortgage loan to the lower of the purchase price or valuation of the Mortgaged Property securing such mortgage loan as determined by the relevant valuation by the relevant Originator.

"Current Valuation" means, with respect to a Mortgage Loan, the most recent valuation carried out with respect to the relevant Mortgaged Property for the purpose of making an advance under the relevant Mortgage Loan.

Buildings Insurance Policies

Insurance on the property

A Borrower is required to arrange for insurance on the Mortgaged Property for an amount equal to the full rebuilding cost of the property and in all cases the solicitor, licensed or qualified conveyancer acting for the relevant Originator is required to ensure that buildings insurance cover is taken out by the relevant Borrower prior to the completion of each Mortgage Loan.

A Borrower is not required to obtain insurance arranged through the Seller as a condition of any Mortgage Loan. A Borrower may make their own arrangements to obtain suitable insurance, which may include through the Seller's insurance panel or the Mortgaged Property may be leasehold where the relevant landlord may be obliged to arrange buildings insurance, particularly in the case of blocks of flats.

Seller arranged buildings insurance policies

The Seller's home buildings and contents insurance policies are currently arranged and administered by BDML Connect Limited. BDML Connect Limited is registered under Company number 02785540, and its address is 1000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3EN (authorised and regulated by the Financial Conduct Authority No. 309140). BDML Connect Limited is part of the Markerstudy Group of Companies.

The policy will provide the Borrower with buildings and/or contents insurance, with cover up to an amount equal to the actual rebuilding cost of their policy. BDML provide the Seller with home insurance products from a panel of insurers. A variety of policies are offered via the Seller's panel, offering a variety of cover options over and above the minimum cover requirements. A borrower pays premiums directly to the chosen insurer and the Seller does not offer premium funding facilities to a Borrower in relation to Seller arranged insurance policies.

Mortgagee's Interest Building Insurance policies

Where the Seller becomes aware of a buildings insurance policy being lapsed or cancelled the Borrower(s) are contacted and asked to confirm that they have appropriate buildings insurance in place. If such confirmation is not received in a reasonable time period then the Seller will arrange a "lender's interest only" insurance policy to protect the Seller's interest in the property (the outstanding mortgage balance). The premium (based on a percentage of outstanding mortgage balance) will be charged to the Borrower's mortgage account and the cover will be limited to the value of the outstanding mortgage balance. The maximum sum insured by location is £2.5m and a £50 policy excess applies to each and every claim.

Contingent Buildings Insurance Policy

The "omission to insure" policy provides further protection to the Seller in the event of Borrower(s) not having appropriate insurance in place at the time of a loss. The policy provides contingent buildings insurance in the event of damage to the mortgaged property where the Seller is unaware that the Borrower did not have the appropriate buildings insurance in place. The policy also provides cover in the event that the customer has alternative buildings insurance in place but this cover is either insufficient or becomes invalidated by the actions of the Borrower. A £5m aggregate policy limit is in place, although individual claims will be limited to the lower of a) the cost to repair, b) the reduction in resale value or c) the outstanding mortgage. A policy excess of £10,000 applies to each and every claim.

Properties in possession policy

The Seller also operates a "properties in possession" insurance policy which provides cover for repossessed properties. These properties are notified to the insurer on a quarterly basis, with quarterly premiums being charged to the mortgage account. The policy provides cover for damage occurring to these properties whilst in possession and also liability cover for injuries that may be incurred in connection with the property. An aggregate policy excess of £25,000 applies to the policy and claims settlement will be limited to the lower of a) the cost to repair or b) the reduction in resale value.

All the above policies are currently placed with Royal & Sun Alliance Insurance plc (Registered in England and Wales with company number 93792 and whose registered office is at St Marks Court, Chart Way, Horsham, West Sussex, RH12 1XL) ("**RSA**").

Credit Risk Mitigation

The VM Originator has internal policies and procedures in relation to the granting of credit, administration of the residential mortgage credit-risk bearing portfolio and risk mitigation.

The policies and procedures of the VM Originator in this regard broadly include the following:

- (a) criteria for the granting of credit and the process for approving, amending, renewing and re-financing credits (as to which, in relation to the Mortgage Loans, please see the information set out in the section of this Prospectus headed "*The Mortgage Loans*");
- (b) systems in place to administer and monitor the residential mortgage credit-risk bearing portfolio and exposures (as to which it should be noted that the Mortgage Portfolio will be serviced in line with the servicing procedures of the VM Originator and the Administrator – please see further the section of this Prospectus headed "*The Administrator, the Administration Agreement and the Collection Account*");
- (c) adequate diversification of the residential mortgage credit portfolio given the VM Originator's target market and overall credit strategy (as to which, in relation to the Mortgage Portfolio, please see the section of this Prospectus headed "*The Provisional Mortgage Portfolio*"); and
- (d) policies and procedures in relation to risk mitigation techniques (as to which, please see further the section of this Prospectus headed "*The Mortgage Loans*").

THE PROVISIONAL MORTGAGE PORTFOLIO

Introduction

The Provisional Mortgage Portfolio is the pool of loans from which the Mortgage Loans comprising the Initial Mortgage Portfolio on the Closing Date will be selected.

The following tables have been compiled by the Seller and (except where otherwise noted) provide information in respect of the Provisional Mortgage Portfolio as at 30 June 2014 (the "**Provisional Mortgage Portfolio Information Date**").

Where the following tables make reference to property valuations, the valuations quoted are as at the date of the original initial valuation except (i) that valuations are as at the date of the most recent further advance in respect of a Mortgage Loan, if subsequent valuations have been obtained upon the Seller making that further advance; or (ii) in situations where the Related Security for a Mortgage Loan has been released, substituted or otherwise restructured, in which case the valuation quoted is at the date of the most recent release, substitution or restructuring. No revaluation of any of the Mortgaged Properties for the purposes of the issue of the Notes has been obtained.

The Current Balances of the Mortgage Loans comprised in the Provisional Mortgage Portfolio may have increased or decreased between 30 June 2014 and the date of this Prospectus as a result of, *inter alia*, the repayment or prepayment of the Mortgage Loans and the ongoing servicing of the Provisional Mortgage Portfolio which may result in a change of the terms of some of the agreements in relation to the Mortgage Loans.

The Mortgage Loans in the Provisional Mortgage Portfolio were selected on the basis of the Lending Criteria the material aspects of which are described in the section entitled "*The Mortgage Loans – Origination of the Mortgage Loans*". The information presented under "*– Arrears and loss experience*" in this section reflects the arrears and losses experience as of the Provisional Mortgage Portfolio Information Date.

Some of the totals shown in the tables below may not be arithmetically correct due to the rounding of figures.

The Provisional Mortgage Portfolio was drawn up as at the Provisional Mortgage Portfolio Information Date and comprised 12,184 Mortgage Loans having an aggregate Current Balance of £1,815,287,905 as at that date. The NRAM Originator originated the NRAM-originated Mortgage Loans in the Provisional Mortgage Portfolio between January 2003 and December 2009. The VM Originator originated the VM-originated Mortgage Loans in the Provisional Mortgage Portfolio between January 2010 and June 2014.

The Borrowers in respect of 11,682 of the Mortgage Loans in the Provisional Mortgage Portfolio (or 96.21% of the aggregate Current Balance of the Mortgage Loans as of the Provisional Mortgage Portfolio Information Date) have agreed to have their monthly mortgage payments to the Seller directly debited from their bank accounts.

8,705 Mortgage Loans in the Provisional Mortgage Portfolio (or 77.23% of the aggregate Current Balance of the Mortgage Loans as of the Provisional Mortgage Portfolio Information Date) were Fixed Rate Mortgage Loans. The remaining 3,479 of the Mortgage Loans in the Provisional Mortgage Portfolio (or 22.77% of the aggregate Current Balance of the Mortgage Loans as of the Provisional Mortgage Portfolio Information Date) were Standard Variable Rate Mortgage Loans, and Tracker Rate Mortgage Loans, as described below.

40 Mortgage Loans in the Provisional Mortgage Portfolio (or 0.19% of the aggregate Current Balance of the Mortgage Loans as of the Provisional Mortgage Portfolio Information Date) were Right to Buy Mortgage Loans.

As of the Provisional Mortgage Portfolio Information Date, the Seller's standard variable rate for existing and new borrowers was 4.79% per annum.

The weighted average remaining term of the Mortgage Loans as of the Provisional Mortgage Portfolio Information Date was 19.27 years and the maximum remaining term as of the Provisional Mortgage Portfolio Information Date was 34.50 years.

Types of Property

The following table shows the range of types of Mortgaged Properties securing the Mortgage Loans as of the Provisional Mortgage Portfolio Information Date.

Property Type	Aggregate Current Balance (£)	% of Balance	Number of Mortgage Loans	% of Loans
Detached House	638,114,700.94	35.15%	3,252	26.69%
Semi Detached House.....	492,974,624.31	27.16%	3,822	31.37%
Terraced House.....	435,359,813.28	23.98%	3,333	27.36%
Flat	134,284,842.67	7.40%	888	7.29%
Detached Bungalow.....	66,512,251.56	3.66%	471	3.87%
Semi Detached Bungalow	23,923,475.41	1.32%	264	2.17%
Maisonette.....	24,118,197.17	1.33%	154	1.26%
Total:	1,815,287,905.34	100.00%	12,184	100.00%

Seasoning

Seasoning Band (Months)	Aggregate Current Balance (£)	% of Balance	Number of Mortgage Loans	% of Loans
0.00 - 11.99	365,467,486.71	20.13%	1,797	14.75%
12.00 - 23.99	522,510,944.99	28.78%	2,982	24.47%
24.00 - 35.99	359,230,738.81	19.79%	2,560	21.01%
36.00 - 47.99	94,127,276.38	5.19%	737	6.05%
48.00 - 59.99	106,005,162.10	5.84%	919	7.54%
60.00 - 71.99	40,855,488.17	2.25%	405	3.32%
72.00 - 83.99	111,041,751.60	6.12%	826	6.78%
84.00 - 95.99	102,809,244.31	5.66%	817	6.71%
96.00 - 107.99	49,120,036.22	2.71%	438	3.59%
108.00 - 119.99	31,738,422.37	1.75%	323	2.65%
120.00 - 131.99	18,494,425.51	1.02%	180	1.48%
132.00 - 143.99	8,809,098.02	0.49%	126	1.03%
144.00 - 155.99	5,077,830.15	0.28%	74	0.61%
Total:	1,815,287,905.34	100.00%	12,184.00	100.00%
Maximum Seasoning	149.79 months			
Minimum Seasoning.....	5.95 months			
Weighted Average Seasoning.....	36.19 months			

Years to Maturity

Years to Maturity	Aggregate Current Balance (£)	% of Balance	Number of Mortgage Loans	% of Loans
2.00 - 3.99	20,407,538.53	1.12%	252	2.07%
4.00 - 5.99	42,442,857.94	2.34%	457	3.75%
6.00 - 7.99	57,563,490.96	3.17%	671	5.51%
8.00 - 9.99	77,096,149.72	4.25%	739	6.07%
10.00 - 11.99	89,692,710.14	4.94%	772	6.34%
12.00 - 13.99	131,323,873.81	7.23%	1,089	8.94%
14.00 - 15.99	147,477,716.60	8.12%	1,135	9.32%
16.00 - 17.99	190,634,299.44	10.50%	1,252	10.28%
18.00 - 19.99	189,997,734.46	10.47%	1,123	9.22%
20.00 - 21.99	163,821,915.16	9.02%	954	7.83%
22.00 - 23.99	276,152,435.57	15.21%	1,472	12.08%
24.00 - 25.99	130,693,941.41	7.20%	640	5.25%
26.00 - 27.99	95,529,815.55	5.26%	565	4.64%
28.00 - 29.99	102,179,238.98	5.63%	507	4.16%
30.00 - 50.00	100,274,187.07	5.52%	556	4.56%
Total:	1,815,287,905.34	100.00%	12,184.00	100.00%
Maximum Years to Maturity:	34.50 years			
Minimum Years to Maturity:.....	2.02 years			
Weighted Average Years to Maturity: .	19.27 years			

Geographical distribution of Mortgaged Properties

The following table shows the spread of Mortgaged Properties securing the Mortgage Loans throughout England and Wales as of the Provisional Mortgage Portfolio Information Date. No Mortgaged Properties are situated outside England and Wales. The geographical location of a Mortgaged Property securing a Mortgage Loan has no impact upon the Seller's lending criteria and credit scoring tests.

Geographical Region	Aggregate Current Balance (£)	% of Balance	Number of Mortgage Loans	% of Loans
South East	494,466,768.06	27.24%	2,828	23.21%
Greater London	506,811,863.89	27.92%	2,164	17.76%
South West	170,804,943.13	9.41%	1,213	9.96%
Scotland ¹	N/A	N/A	N/A	N/A
North West	146,314,981.41	8.06%	1,368	11.23%
Yorks & Humberside	113,092,805.06	6.23%	1,096	9.00%
West Midlands	100,591,032.24	5.54%	828	6.80%
East Midlands	103,396,768.57	5.70%	920	7.55%
North	71,479,389.50	3.94%	838	6.88%
Wales	53,656,224.00	2.96%	501	4.11%
East Anglia	54,673,129.48	3.01%	428	3.51%
Northern Ireland ²	N/A	N/A	N/A	N/A
Total:	1,815,287,905.34	100.00%	12,184	100.00%

Current Loan to Value Ratios

The following table shows the range of current loan to value, or LTV, ratios, which express the Current Balance of a Mortgage Loan as at the Provisional Mortgage Portfolio Information Date divided by the value of the Mortgaged Property securing that Mortgage Loan at the same date. The Seller has not revalued any of the Mortgaged Properties since the date of the origination of the related Mortgage Loan, other than in respect of a Mortgaged Property of a relevant Borrower that has remortgaged its property or to which the Seller has made a Further Advance, as described in the section entitled "The Mortgage Loans – Characteristics of the Mortgage Loans – Maximum LTV ratio".

Current LTV Band	Aggregate Current Balance (£)	% of Balance	Number of Mortgage Loans	% of Loans
0.00% - 29.99%	96,896,739.71	5.34%	1,695	13.91%
30.00% - 34.99%	43,358,023.44	2.39%	460	3.78%
35.00% - 39.99%	51,816,381.16	2.85%	493	4.05%
40.00% - 44.99%	71,139,553.43	3.92%	556	4.56%
45.00% - 49.99%	89,317,792.62	4.92%	599	4.92%
50.00% - 54.99%	124,138,609.70	6.84%	764	6.27%
55.00% - 59.99%	169,641,191.97	9.35%	965	7.92%
60.00% - 64.99%	216,811,822.89	11.94%	1,242	10.19%
65.00% - 69.99%	261,178,124.77	14.39%	1,473	12.09%
70.00% - 74.99%	251,988,738.84	13.88%	1,308	10.74%
75.00% - 79.99%	197,971,382.65	10.91%	1,116	9.16%
80.00% - 84.99%	241,029,544.16	13.28%	1,513	12.42%
Total:	1,815,287,905.34	100.00%	12,184	100.00%
Maximum Current LTV:	84.94%			
Minimum Current LTV:	1.34%			
Weighted Average Current LTV:	62.67%			

Current indexed LTV Ratios

The following table shows the range of current indexed loan-to-value, or LTV, ratios, which express the Current Balance of a Mortgage Loan as of the Provisional Mortgage Portfolio Information Date divided by the indexed value of the Mortgaged Property securing that Mortgage Loan as of the same date (calculated using the regional Halifax House Price Index on a quarterly basis).

¹ Scottish Mortgage Loans are not eligible to be included in the Mortgage Pool

² Northern Irish Mortgage Loans are not eligible to be included in the Mortgage Pool

Indexed LTV Band	Aggregate Current Balance (£)	% of Balance	Number of Mortgage Loans	% of Loans
0.00% - 29.99%	115,326,785.02	6.35%	1,861	15.27%
30.00% - 34.99%	56,031,410.77	3.09%	549	4.51%
35.00% - 39.99%	70,820,125.05	3.90%	584	4.79%
40.00% - 44.99%	90,615,643.55	4.99%	607	4.98%
45.00% - 49.99%	131,204,154.22	7.23%	799	6.56%
50.00% - 54.99%	167,305,771.73	9.22%	956	7.85%
55.00% - 59.99%	229,031,508.47	12.62%	1,260	10.34%
60.00% - 64.99%	263,960,187.48	14.54%	1,448	11.88%
65.00% - 69.99%	253,489,352.12	13.96%	1,372	11.26%
70.00% - 74.99%	204,634,794.44	11.27%	1,217	9.99%
75.00% - 79.99%	178,053,102.10	9.81%	1,188	9.75%
80.00% - 84.99%	54,815,070.39	3.02%	343	2.82%
Total:	1,815,287,905.34	100.00%	12,184	100.00%
Maximum Indexed LTV:	84.68%			
Minimum Indexed LTV:	1.28%			
Weighted Average Indexed LTV:	58.23%			

Outstanding balances

The following table shows the outstanding balances of the Mortgage Loans (including capitalised fees and/or charges, if applicable) as of the Provisional Mortgage Portfolio Information Date:

Current Balance Band	Aggregate Current Balance (£)	% of Balance	Number of Mortgage Loans	% of Loans
0.00 - 49,999.99	51,247,895.29	2.82%	1,562	12.82%
50,000.00 - 99,999.99	243,333,923.39	13.40%	3,224	26.46%
100,000.00 - 149,999.99	365,854,103.81	20.15%	2,946	24.18%
150,000.00 - 199,999.99	314,537,648.68	17.33%	1,824	14.97%
200,000.00 - 249,999.99	208,900,601.50	11.51%	942	7.73%
250,000.00 - 299,999.99	152,936,019.40	8.42%	559	4.59%
300,000.00 - 349,999.99	117,752,348.77	6.49%	367	3.01%
350,000.00 - 399,999.99	93,108,227.37	5.13%	249	2.04%
400,000.00 - 449,999.99	58,896,363.63	3.24%	140	1.15%
450,000.00 - 499,999.99	51,650,841.30	2.85%	109	0.89%
500,000.00 - 750,000.00	157,069,932.20	8.65%	262	2.15%
Total:	1,815,287,905.34	100.00%	12,184	100.00%
Maximum Current Balance:	£749,911.58			
Minimum Current Balance:	£10,035.08			
Average Current Balance:	£148,989			

Interest Rate Type

Interest Rate Type	Aggregate Current Balance (£)	% of Balance	Number of Mortgage Loans	% of Loans
Fixed	1,401,941,948.03	77.23%	8,705	71.45%
Tracker	60,972,974.72	3.36%	365	3.00%
Variable	352,372,982.59	19.41%	3,114	25.56%
Total:	1,815,287,905.34	100.00%	12,184	100.00%

Employment status

Approximately 20.02% of the aggregate Current Balance of the Mortgage Loans as of the Provisional Mortgage Portfolio Information Date were made to Borrowers under the Seller's non-verified income programme as described in the section entitled "*The Mortgage Loans – Characteristics of the Mortgage Loans – Lending Criteria*".

Employment Status	Aggregate Current Balance (£)	% of Balance	Number of Mortgage Loans	% of Loans
Full Time	1,337,860,667.08	73.70%	9,407	77.21%
Self Employed	426,352,131.32	23.49%	2,189	17.97%
Part Time	27,549,850.41	1.52%	291	2.39%

Employment Status	Aggregate Current Balance (£)	% of Balance	Number of Mortgage Loans	% of Loans
Retired.....	23,525,256.53	1.30%	297	2.44%
Total:	1,815,287,905.34	100.00%	12,184	100.00%

Repayment Type³

Repayment Type	Aggregate Current Balance (£)	% of Balance	Number of Mortgage Loan Elements	% of Loan Elements
Repayment.....	1,214,610,707.76	66.91%	10,887	75.45%
Interest Only.....	600,677,197.58	33.09%	3,543	24.55%
Total:	1,815,287,905.34	100.00%	14,430	100.00%

Fixed Rate Loans – Interest Rate Bands

Interest Rate Band	Aggregate Current Balance (£)	% of Balance	Number of Mortgage Loans	% of Loans
2.00% - 2.99%	608,997,799.98	43.44%	3,405	39.12%
3.00% - 3.99%	607,533,222.82	43.34%	3,957	45.46%
4.00% - 4.99%	154,422,766.69	11.01%	1,064	12.22%
5.00% - 5.99%	26,768,914.92	1.91%	243	2.79%
6.00% - 6.99%	4,219,243.62	0.30%	36	0.41%
Total:	1,401,941,948.03	100.00%	8,705	100.00%
Maximum Current Fixed Interest Rate.....	6.89%			
Minimum Current Fixed Interest Rate.....	2.04%			
Weighted Average Fixed Interest Rate.....	3.21%			

Fixed Rate Loans - Roll Date

The date shown is the date when a currently fixed rate loan will reach its product maturity and will revert to the standard variable rate at that time.

Fixed Roll Off Months	Aggregate Current Balance (£)	% of Balance	Number of Mortgage Loans	% of Loans
2014-09.....	29,092,660.71	2.08%	207	2.38%
2014-10.....	4,704,493.36	0.34%	37	0.43%
2014-11.....	31,677,382.01	2.26%	216	2.48%
2014-12.....	7,722,792.41	0.55%	47	0.54%
2015-01.....	34,719,039.78	2.48%	205	2.35%
2015-02.....	35,448,893.70	2.53%	219	2.52%
2015-03.....	28,897,874.98	2.06%	178	2.04%
2015-04.....	36,620,149.75	2.61%	207	2.38%
2015-05.....	18,751,855.26	1.34%	139	1.60%
2015-06.....	35,539,714.31	2.54%	206	2.37%
2015-07.....	12,406,811.62	0.88%	81	0.93%
2015-08.....	34,462,485.91	2.46%	181	2.08%
2015-09.....	5,946,374.09	0.42%	46	0.53%
2015-10.....	33,514,102.13	2.39%	175	2.01%
2015-11.....	34,355,101.67	2.45%	227	2.61%
2015-12.....	3,851,154.42	0.27%	36	0.41%
2016-01.....	35,492,011.47	2.53%	228	2.62%
2016-02.....	33,031,581.62	2.36%	209	2.40%
2016-03.....	202,745.48	0.01%	2	0.02%

³ This table refers to loan elements whereas other tables refer to the number of loans. This is because a loan may have more than one repayment type element.

Fixed Roll Off Months	Aggregate Current Balance (£)	% of Balance	Number of Mortgage Loans	% of Loans
2016-04	32,308,743.67	2.30%	220	2.53%
2016-05	29,710,067.33	2.12%	244	2.80%
2016-06	33,441,650.01	2.39%	213	2.45%
2016-07	6,765,171.90	0.48%	51	0.59%
2016-08	37,650,883.96	2.69%	178	2.04%
2016-09	9,186,487.72	0.66%	69	0.79%
2016-10	36,243,279.49	2.59%	168	1.93%
2016-11	36,521,818.53	2.61%	188	2.16%
2016-12	20,115,640.23	1.43%	158	1.82%
2017-01	36,003,468.36	2.57%	221	2.54%
2017-02	35,219,283.71	2.51%	247	2.84%
2017-03	25,743,291.45	1.84%	176	2.02%
2017-04	32,173,165.67	2.29%	227	2.61%
2017-05	33,724,993.55	2.41%	247	2.84%
2017-06	28,944,165.21	2.06%	195	2.24%
2017-07	24,997,318.89	1.78%	171	1.96%
2017-08	4,478,359.87	0.32%	27	0.31%
2017-09	8,758,940.42	0.62%	64	0.74%
2017-10	827,233.36	0.06%	5	0.06%
2017-11	36,976,776.30	2.64%	222	2.55%
2017-12	0.00	0.00%	0	0.00%
2018-01	37,508,798.32	2.68%	221	2.54%
2018-02	37,549,756.62	2.68%	198	2.27%
2018-03	0.00	0.00%	0	0.00%
2018-04	36,919,804.20	2.63%	194	2.23%
2018-05	0.00	0.00%	0	0.00%
2018-06	38,678,414.14	2.76%	177	2.03%
2018-07	0.00	0.00%	0	0.00%
2018-08	35,276,054.65	2.52%	180	2.07%
2018-09	0.00	0.00%	0	0.00%
2018-10	37,224,476.25	2.66%	172	1.98%
2018-11	36,476,723.05	2.60%	189	2.17%
2018-12	11,324.04	0.00%	1	0.01%
2019-01	37,296,009.61	2.66%	188	2.16%
2019-02	32,240,860.30	2.30%	233	2.68%
2019-03	0.00	0.00%	0	0.00%
2019-04	34,306,496.67	2.45%	257	2.95%
2019-05	28,125,939.19	2.01%	211	2.42%
2019-06	23,995,366.35	1.71%	180	2.07%
2019-07	8,421,551.01	0.60%	58	0.67%
2019-08	1,918,321.94	0.14%	19	0.22%
2019-09	387,853.87	0.03%	3	0.03%
2019-10	0.00	0.00%	0	0.00%
2019-11	0.00	0.00%	0	0.00%
2019-12	0.00	0.00%	0	0.00%
2020-01	34,837.96	0.00%	1	0.01%
2020-02	102,935.24	0.01%	1	0.01%
2020-03	0.00	0.00%	0	0.00%
2020-04	78,102.43	0.01%	1	0.01%
2020-05	0.00	0.00%	0	0.00%
2020-06	131,210.39	0.01%	2	0.02%
2020-07	0.00	0.00%	0	0.00%
2020-08	0.00	0.00%	0	0.00%
2020-09	567,222.25	0.04%	7	0.08%
2020-10	651,933.34	0.05%	4	0.05%
2020-11	0.00	0.00%	0	0.00%
2020-12	0.00	0.00%	0	0.00%
2021-01	1,001,183.66	0.07%	9	0.10%
2021-02	340,129.25	0.02%	2	0.02%
2021-03	593,445.34	0.04%	5	0.06%
2021-04	0.00	0.00%	0	0.00%
2021-05	987,954.07	0.07%	10	0.11%
2021-06	377,729.22	0.03%	7	0.08%
2021-07	298,792.34	0.02%	3	0.03%
2021-08	39,427.31	0.00%	1	0.01%
2021-09	0.00	0.00%	0	0.00%
2021-10	439,776.06	0.03%	3	0.03%
2021-11	171,004.65	0.01%	3	0.03%
2021-12	535,853.41	0.04%	3	0.03%
2022-01	0.00	0.00%	0	0.00%
2022-02	144,373.20	0.01%	2	0.02%
2022-03	1,070,744.01	0.08%	7	0.08%

Fixed Roll Off Months	Aggregate Current Balance (£)	% of Balance	Number of Mortgage Loans	% of Loans
2022-04	0.00	0.00%	0	0.00%
2022-05	329,722.93	0.02%	3	0.03%
2022-06	63,751.37	0.00%	1	0.01%
2022-07	275,372.59	0.02%	2	0.02%
2022-08	83,564.70	0.01%	1	0.01%
2022-09	385,562.22	0.03%	4	0.05%
2022-10	496,167.32	0.04%	4	0.05%
2022-11	0.00	0.00%	0	0.00%
2022-12	0.00	0.00%	0	0.00%
2023-01	0.00	0.00%	0	0.00%
2023-02	0.00	0.00%	0	0.00%
2023-03	175,438.25	0.01%	1	0.01%
Total:	1,401,941,948.03	100.00%	8,705	100.00%
Max Term to Reversion	8.67 years			
Min Term to Reversion	0.17 years			
WA Term to Reversion	2.53 years			

Originators

Originator	Aggregate Current Balance (£)	% of Balance	Number of Mortgage Loans	% of Loans
VM Plc	1,401,590,439.99	77.21%	8,629	70.82%
NRAM	413,697,465.35	22.79%	3,555	29.18%
Total:	1,815,287,905.34	100.00%	12,184	100.00%

THE ADMINISTRATOR, THE ADMINISTRATION AGREEMENT AND THE COLLECTION ACCOUNT

The Administrator

The Mortgages Trustee, the Seller and the Issuer will appoint Virgin Money (in such capacity the "**Administrator**") under the terms of the Administration Agreement as the initial Administrator of the Mortgage Loans. The Administrator will perform the day-to-day servicing of the Mortgage Loans. The Administrator will continue to administer other mortgage loans in addition to those Mortgage Loans included in the Mortgage Portfolio.

The primary obligations of the Administrator are:

- (a) the collection of monies from Borrowers due under the terms of the relevant Mortgage Loans by direct debit, debit card, standing order, cheque and/or cash and the payments of those monies into the Collection Account;
- (b) the transfer of monies in relation to the Mortgage Loans in the Collection Account to the Mortgages Trustee Transaction Accounts; and
- (c) the calculation of interest and principal due on the Mortgage Loans.

Certain other ancillary services are undertaken in order to allow the Administrator to fulfil its primary obligations.

Collection of Payments

Payments from Borrowers under the Mortgage Loans included in the Mortgage Portfolio are made into various bank accounts held in the name of Virgin Money with other banks. Amounts standing to the credit of these accounts are transferred into an account in the name of the Administrator (the "**Collection Account**") held with Lloyds Bank plc (the "**Collection Bank**") on a daily basis, and under the Administration Agreement the Administrator agrees to use best efforts to ensure that all such payments are transferred into the Collection Account within one Business Day of receipt by Virgin Money.

Administration of Mortgage Loans

Administration procedures include monitoring compliance with and administering the Mortgage Loan features and facilities applicable to the Mortgage Loans, responding to customer enquiries and management of Mortgage Loans in arrears.

Under the terms and conditions of the Mortgage Loans, generally Borrowers must pay the monthly payment required under the terms and conditions of the Mortgage Loans on each monthly payment due date. Interest accrued in accordance with the terms and conditions of each Mortgage Loan is collected from Borrowers monthly.

The Administrator determines the standard variable rate applicable to Mortgage Loans from time to time. In the case of variable rate Mortgage Loans, except in certain limited circumstances, the Administrator will continue to determine the standard variable rate applicable to such Mortgage Loans on behalf of the Mortgages Trustee and the Beneficiaries. The Administrator will take all necessary steps to notify Borrowers of any change in the interest rates applicable to the Mortgage Loans (whether or not due to a change in the standard variable rate).

Payments of interest and, in the case of repayment Mortgage Loans, principal, are payable monthly in advance. Where a Borrower defaults in the payment of interest and/or principal under a Mortgage Loan, the Administrator will follow the usual arrears procedures described in the section entitled "*– Arrears and default procedures*" below.

Arrears and default procedures

The Administrator collects all payments due under or in connection with Mortgage Loans in accordance with its administration procedures in force from time to time, but having regard to the circumstances of the relevant Borrower in each case. In accordance with standard market practice in the UK mortgage loan

servicing business, the Administrator identifies a Mortgage Loan as being "**in arrear**" when, on any due date, the overdue amounts which were due on previous due dates equal, in the aggregate, one or more full current monthly payments. In making an arrears determination, the Administrator calculates as of the date of determination the difference between:

- (a) the sum of all monthly payments that were due and payable by a Borrower on any due date up to that date of determination (less the aggregate amount of all Authorised Underpayments made by such Borrower up to such date of determination); and
- (b) the sum of all payments actually made by that Borrower up to that date of determination.

The Administrator will determine that a Mortgage Loan is in arrear if the result arrived at by dividing that difference (if any) by the amount of the required monthly payment equals or exceeds 1. A Mortgage Loan will continue to be in arrear for each calendar month in which the result of the foregoing arrears calculation equals or exceeds one monthly payment, and subsequent payments by that Borrower (if any) have not reduced the amount of missed payments to less than one monthly payment. As the Administrator determines its arrears classification based upon the number of full monthly payments that have been missed by a Borrower, a Borrower that has missed payments that in the aggregate equal or exceed 2 monthly payments (but for which the aggregate of missed payments is fewer than 3 monthly payments) would be classified by the Administrator as being 2-3 months in arrear, and so on.

The formula that the Administrator uses to determine arrears means that there may be Mortgage Loans on which Borrowers have paid less than the monthly payment due, but which have not been classified as being in arrear, as the aggregate of the amount of deficient payments does not equal or exceed one monthly payment. This also means that there may be a significant period of time between the due date on which a Borrower pays less than the monthly payment due on that due date and the date that the aggregate amount of those deficient payments equals or exceeds one monthly payment, at which time the Administrator will classify that Mortgage Loan as being in arrears. In addition, there may be a significant period of time between the classification of a Borrower as being, for example, one month in arrears, and (assuming the Borrower continues to make deficient monthly payments) the time at which those deficient payments in the aggregate result in the Administrator classifying the Borrower as being two months in arrears. Accounts one month in arrear are managed in the collections department and if reduced payments are arranged, they are monitored until full payments are resumed and the arrears cleared.

The arrears are reported at each calendar month end. After the arrears are first reported the Borrower is contacted and asked for payment of the arrears. The Administrator will continue to contact the Borrower asking for payment of the arrears. The Administrator classifies a Mortgage Loan that is in arrears as a "non-performing Mortgage Loan" if the related Borrower has not made any payment within any of the three consecutive calendar months prior to the date of determination.

In the case of any Mortgage Loan and subject to its terms and conditions, where the Borrower enters arrears for the first time, the arrears tracking balance (which is the result of the calculation outlined above) will be reset to zero upon receipt of three consecutive full monthly payments. For Borrowers who have previously been in arrears, the arrears tracking balance may be reset to zero after six months' full mortgage payments are received.

In seeking to control and manage arrears, the Administrator from time to time enters into arrangements with Borrowers regarding the arrears, including:

- (a) arrangements to make each monthly payment as it falls due plus an additional amount to pay the arrears over a period of time;
- (b) arrangements to pay only a portion of each monthly payment as it falls due;
- (c) a deferral for a period of time of all payments, including interest and principal or parts of any of them;
- (d) a modification to loan terms, usually a reduction in interest rate for a 12-24 month period resulting in a reduced payment to assist the customer to resume full monthly payment following adherence to an agreed plan; and/or

- (e) switching the Mortgage Loan from a repayment to an interest-only basis, for a fixed period, or extending the term of the loan.

The Administrator may vary any of these arrangements from time to time at its discretion, the primary aim being to rehabilitate the Borrower and recover the arrears.

Legal proceedings do not usually commence until the arrears are equal to at least two times the monthly payment then due. However, the Administrator has committed not to initiate legal action within 3 months of a customer falling into arrears and not to repossess a property within 6 months of a customer falling into arrears. No assurance can be given that this commitment will be maintained throughout the life of the transaction.

Once legal proceedings have commenced, the Administrator may send further letters to the Borrower encouraging the Borrower to enter into discussions to pay the arrears. The Administrator may still enter into an arrangement with a Borrower until repossession, or it may request an adjournment of a court hearing if an arrangement has been agreed and paid prior to the court hearing date. If the Administrator (on behalf of the mortgagee) applies to the court for an order of possession following a default of the Borrower, the court has discretion as to whether it will grant the order requiring the Borrower to vacate the Mortgaged Property, and discretion as to the terms upon which the order is granted. If, after the possession order has been granted, the Borrower does not voluntarily vacate the property, then the Administrator will be required to request a warrant for execution by a court officer of the possession order. On average, the equivalent of approximately 12 monthly payments may have been missed prior to the Administrator obtaining possession, assuming no prior mortgage or the imposition of defences. Where a court order for possession is deferred to allow time for payment and the Borrower subsequently defaults in making the payment, the Administrator may take any action it considers appropriate, including entering into a further arrangement with the Borrower or requesting a warrant where no arrangement can be reached. FCA rules in MCOB require the Administrator to act honestly, fairly and professionally in accordance with the best interests of the Borrower.

The Administrator has discretion to deviate from these arrears procedures. In particular, the Administrator may deviate from these procedures where a Borrower suffers from a mental or physical infirmity or is deceased or where the Borrower is otherwise prevented from making payment due to causes beyond the Borrower's control. This is the case for both sole and joint Borrowers.

The Administrator (on behalf of the mortgagee) may take any action it considers appropriate, subject to any fiduciary duties which the mortgagee may owe to the Borrower, including but not limited to:

- (a) securing, maintaining or protecting the property and putting it into a suitable condition for sale;
- (b) creating or maintaining any estate or interest on the property, including a leasehold;
- (c) disposing of the property (in whole or in parts) or of any interest in the property, by auction, private sale or otherwise, for a price it considers appropriate; and/or
- (d) letting the property for any period of time.

Subject as provided above, the Administrator (on behalf of the mortgagee) has discretion as to the timing of any of these actions, including whether to postpone the action for any period of time. The Administrator (on behalf of the mortgagee) may also carry out works on the property as it considers appropriate, including the demolition of the whole or any part of it.

The period of time typically taken between the Administrator (on behalf of the mortgagee) obtaining possession and sale of a Mortgaged Property has recently been between three and nine months.

However, the Administrator's ability to exercise its power of sale in respect of a Mortgaged Property is dependent upon mandatory legal restrictions as to notice requirements. In addition, there may be factors outside the Administrator's control, such as its condition, whether the Borrower contests the sale and the market conditions at the time of sale, that may affect the length of time between the Administrator's decision (on behalf of the mortgagee) to exercise the power of sale and final completion of the sale.

The Administrator will apply the net proceeds of sale of the Mortgaged Property against the sums owed by the Borrower to the extent necessary to discharge the mortgage including any accumulated fees and

interest. Where the funds arising from application of these procedures are insufficient to pay all amounts owing in respect of a Mortgage Loan, the funds are applied first in paying principal, and secondly in paying interest and costs.

At this point the Administrator will close the Borrower's account. However, the Borrower remains liable for any deficit remaining after the Mortgaged Property is sold. The Administrator may pursue the Borrower to the extent of any deficiency resulting from the sale if the Administrator deems it appropriate to do so.

These arrears and security enforcement procedures may change over time as a result of a change in the Administrator's business practices, legislative or regulatory changes or business codes of practice.

The Administration Agreement

Appointment

On the Closing Date, each of the Mortgages Trustee, the Issuer and the Seller will appoint Virgin Money under the Administration Agreement to be their agent to exercise their respective rights, powers and discretions in relation to the Mortgage Loans and their Related Security and to perform their respective duties in relation to the Mortgage Loans and their Related Security. The Administrator will continue to administer the Mortgage Loans which have not been transferred beneficially to the Mortgages Trustee. The Administrator will agree to administer the Mortgage Loans transferred beneficially to the Mortgages Trustee in the same manner as it administers the Mortgage Loans which have not been transferred beneficially to the Mortgages Trustee but remain on the books of the Seller.

Subject to the provisions of the Administration Agreement, the Mortgage Loans, and the Transaction Documents, the Administrator has the power to do or cause to be done any and all things which it reasonably considers necessary, convenient or incidental to the administration of the Mortgage Loans and their Related Security or the exercise of such rights, powers and discretions or the performance of such duties.

Subject to the provisions of the Administration Agreement, each of the Beneficiaries and the Mortgages Trustee will grant the Administrator full right, liberty and authority from time to time to determine, in accordance with the mortgage conditions, the mortgage rate or mortgage rates and any other discretionary rate or margin applicable to the Mortgage Loans chargeable to Borrowers from time to time.

If the Issuer Cash Manager determines, having regard to the Issuer Available Revenue Receipts which the Issuer would expect to receive during the next succeeding Interest Period, that there will be a Revenue Shortfall in the next succeeding Interest Period, it will give written notice to the Administrator, the Trust Property Cash Manager, the Mortgages Trustee, each Beneficiary and the Security Trustee (as applicable) within one Business Day of such determination. The Administrator shall determine and notify the minimum standard variable rate and the other discretionary rates or margins which would need to be set in relation to the Mortgage Loans in order for no Revenue Shortfall to arise having regard to the obligations of the Issuer and, where Virgin Money has ceased to be the Initial Basis Rate Swap Provider, set the rate at the higher of (i) the minimum standard variable rate and the other discretionary rates or margins which would need to be set in relation to the Mortgage Loans in order for no Revenue Shortfall to arise, and (ii) the equivalent of three month GBP LIBOR plus 2.25 per cent. If the Mortgages Trustee and the Issuer notify the Administrator that the discretionary rates or margins for Mortgage Loans included in the Mortgages Trust should be increased, the Administrator will take all steps which are necessary, including publishing any notice required under the mortgage conditions, to effect such increase in those rates or margins. The Mortgages Trustee and/or the Beneficiaries and/or the Security Trustee may terminate the authority of the Administrator to set the standard variable rate and the other discretionary rates or margins applicable to Mortgage Loans included in the Mortgages Trust in certain limited circumstances set out in the Administration Agreement including upon the occurrence of any Administrator Termination Event (as defined below), in which case the Mortgages Trustee shall set such standard variable rate and the other discretionary rates or margins.

The Administrator will agree to comply with any direction, order and instruction which the Mortgages Trustee or, following the service of an Enforcement Notice, the Security Trustee, may from time to time give to it in accordance with the provisions of the Administration Agreement.

The Administrator has agreed to administer and service the Mortgage Loans and their Related Security in accordance with:

- (a) the terms and conditions of the Mortgage Loans;
- (b) the Administrator's administration procedures. The Administrator's administration procedures are the administration, arrears and enforcement policies and procedures, as amended from time to time pursuant to which the Administrator administers and enforces Mortgage Loans and their Related Security which are beneficially owned by the Seller; and
- (c) the terms and provisions of the Administration Agreement.

Undertakings by the Administrator

Under the Administration Agreement, the Administrator will undertake, among other things:

- (a) not at any time, without the prior consent of the Mortgages Trustee, the Beneficiaries and the Security Trustee set or maintain the standard variable rate (or any other discretionary rate or margin) at a rate which is higher than the then prevailing rates for Mortgage Loans which are beneficially owned by the Seller outside the Mortgages Trust unless required to do so to avoid a Revenue Shortfall or as a result of Virgin Money ceasing to be Basis Rate Swap Provider as described above;
- (b) not to accept an application from, or issue to any Borrower an offer for a Further Advance or a Product Switch without having received confirmation that the Seller will repurchase the relevant Mortgage Loan(s) together with the Related Security from the Mortgages Trustee in accordance with the terms of the Mortgage Sale Agreement and not to make a Further Advance or effect a Product Switch unless and until the Seller has repurchased the relevant Mortgage Loan(s) together with the Related Security from the Mortgages Trustee in accordance with the terms of the Mortgage Sale Agreement;
- (c) to take all steps necessary under the mortgage conditions and applicable law to notify Borrowers of each change in interest rates, whether due to a change in the standard variable rate (including any such change effected at the request of the Mortgages Trustee or a Beneficiary or as a consequence of the mortgage conditions). The Administrator will also notify the Mortgages Trustee and each Beneficiary of any change in the standard variable rate, and shall notify the Security Trustee if required to do so;
- (d) to maintain such records as are necessary to enforce each Mortgage Loan and its Related Security and to keep and maintain, on a loan by loan basis, records and accounts on behalf of the Mortgages Trustee in relation to the Mortgage Loans;
- (e) to keep or cause to be kept the Mortgage Loan files and title deeds (if any) in safe custody and to the order of the Mortgages Trustee and in such a manner that they are readily identifiable and accessible;
- (f) to provide the Mortgages Trustee, each Beneficiary and the Security Trustee and their agents with access to the title deeds if any and Mortgage Loan files at all reasonable times;
- (g) to prepare (i) in cooperation with the Trust Property Cash Manager and the Issuer Cash Manager, a monthly report substantially in the form set out in the Administration Agreement (the "**Monthly Investor Report**") which will include, without limitation, information on the loans and payments in arrears and the Seller's holding of the Notes and its compliance with Article 405 of the CRR and Article 51 of the AIFM Regulation and (ii) monthly reports providing certain loan level data in relation to the Mortgage Portfolio, and to publish such reports on the Virgin Money website (<http://uk.virginmoney.com/virgin/investor-relations/securitisation.jsp>) (please note, the content of the www.virginmoney.com website does not form part of this Prospectus);
- (h) to take all reasonable steps to recover all sums due to the Mortgages Trustee, including without limitation instituting proceedings and enforcing any relevant Mortgage Loan, or any Related Security; and

- (i) not knowingly fail to comply with any legal requirements in the performance of its obligations under the Administration Agreement.

Redemption

Pursuant to the Administration Agreement, the Administrator is responsible for handling the procedures connected with the redemption of Mortgage Loans and is authorised to release the relevant title deeds (if any) to the person or persons entitled thereto upon redemption. The Administrator is also responsible for submitting the EDS-1 to HM Land Registry in order to release any legal charge(s) held over the property in respect of a Mortgage.

Fees

The Administrator will be entitled to receive a fee for servicing the Mortgage Loans. On each Distribution Date the Mortgages Trustee will pay to the Administrator an administration fee of 0.08 per cent. per annum of the Current Balance of the Trust Property (inclusive of any applicable value added tax ("VAT")), or such other amount as may be agreed between the Mortgages Trustee (on behalf of and at the direction of the Beneficiaries) and the Administrator from time to time, on the amount of the Trust Property as determined on the Trust Calculation Date in respect of the immediately preceding Trust Calculation Period, but only to the extent that the Mortgages Trustee has sufficient funds to pay such amount in accordance with the Mortgages Trustee Revenue Priority of Payments. The unpaid balance (if any) will be carried forward until the next succeeding Distribution Date and, if not paid before such time, will be payable on the final Payment Date of the latest maturing Class of Notes or on the earlier redemption in full of the Notes by the Issuer. The Administration Agreement also provides for the Administrator to be reimbursed for all out-of-pocket expenses and charges properly incurred by the Administrator in the performance of its services under the Administration Agreement.

Removal or Resignation of the Administrator

The appointment of the Administrator may be terminated by the Mortgages Trustee or the Issuer immediately upon written notice to the Administrator, on the occurrence of certain events (each an "**Administrator Termination Event**") including:

- (a) the Administrator defaults in the payment on the due date of any payment due and payable by it under the Administration Agreement and such default continues unremedied for a period of 20 Business Days after the Administrator becomes aware of such default;
- (b) the Administrator defaults in the performance or observance of any of its other covenants, undertakings and obligations under the Administration Agreement or any of the other Transaction Documents which in the opinion of the Security Trustee is materially prejudicial to the interests of the Noteholders and (except where, in the opinion of the Security Trustee, such default is incapable of remedy, when no such continuation and/or notice as is hereinafter mentioned will be required) such default continues unremedied for a period of 60 days after the Administrator becomes aware of such event **provided however that** where the relevant default occurs as a result of a default by any person to whom the Administrator has sub-contracted or delegated part of its obligations under the Administration Agreement, such default shall not constitute an Administrator Termination Event if within such 60 day period the Administrator terminates the relevant sub-contracting or delegation arrangements and indemnifies the Mortgages Trustee, the Issuer and the Security Trustee against the consequences of such default;
- (c) the Administrator fails to obtain or maintain the necessary licences or regulatory approval enabling it to continue administering Mortgage Loans; or
- (d) the Administrator becomes subject to an Insolvency Event (an "**Administrator Insolvency Event**").

Following the occurrence of an Administrator Termination Event, the performance of the Administration Services shall be delegated to the Back-Up Administrator in accordance with the terms of the Administration Agreement and the Back-Up Administration Agreement.

Pursuant to the Administration Agreement, Law Debenture Corporate Services Limited has agreed to act as Back-Up Administrator Facilitator.

If the appointment of the Administrator terminates in circumstances where the Back-Up Administrator cannot assume the performance of the Administration Services the Back-Up Administration Facilitator shall use its best efforts to identify and thereafter appoint an alternative successor Administrator on substantially the same terms as the Administration Agreement and at fees which are consistent with those payable generally at the relevant time for the provision of property loan administration services.

Subject to the fulfilment of certain conditions including, without limitation, that a substitute administrator (who may be the Back-Up Administrator) has been appointed, the Administrator may voluntarily resign by giving not fewer than 12 months' notice of termination to the Mortgages Trustee, the Issuer, the Security Trustee and the Seller.

Any such substitute administrator will be required to have experience administering mortgage loans secured on residential mortgaged properties in England and Wales and enter into an agreement on substantially the same terms as the Administration Agreement.

Forthwith upon termination of the appointment of the Administrator, the Administrator must deliver the title deeds, the mortgage loan files and all books of account and other records maintained by the Administrator relating to the Mortgage Loans and/or the Related Security to, or at the direction of, the Mortgages Trustee and shall take such further action as the Security Trustee shall reasonably direct to enable the services due to be performed by the Administrator under the Administration Agreement to be performed by the Back-Up Administrator or any delegate or substitute administrator.

The Administration Agreement will terminate automatically upon a termination of the Mortgages Trust when neither of the Beneficiaries has an interest in the Trust Property any longer.

Delegation by the Administrator

The Administrator may sub-contract or delegate the performance of any of its obligations under the Administration Agreement to sub-contractors and delegates, **provided that** the Administrator shall act as a prudent residential mortgage administrator in selecting any such delegate or sub-contractor and in agreeing the terms on which such delegation or sub-contracting takes place. Upon the appointment of any such delegate or sub-contractor the Administrator will nevertheless remain responsible for the performance of those duties to the Mortgages Trustee, the Issuer and the Security Trustee.

Back-Up Administrator

The Issuer has appointed the Back-Up Administrator pursuant to the back-up administration agreement (the "**Back-Up Administration Agreement**"). Upon the occurrence of an Administrator Termination Event, Virgin Money will delegate the performance of the duties of the Administrator to the Back-Up Administrator as delegate Administrator and the Back-Up Administrator has agreed to accept such delegation on such terms.

Within 90 days of the Closing Date (the "**Initial Period**"), the Back-Up Administrator undertakes to collect (and the Administrator undertakes to provide) certain information to allow it to prepare its systems and operations to allow it to perform certain services in respect of the Mortgage Portfolio.

Following the Initial Period, the Back-Up Administrator has agreed to perform certain servicing duties, which include (but are not limited to):

- (a) conducting on-site operational reviews and delivering a report setting out the results thereof;
- (b) running a data mapping process to update the conversion report and load the portfolio on to the Back-Up Administrator's system and create a pool tape extract and reconcile the pool tape extract to the Back-Up Administrator's pool tape; and
- (c) confirming to the Issuer the satisfactory load of the Portfolio data onto the Back-Up Administrator's system.

"Back-Up Administrator Termination Trigger Event" means the Administrator's issuer default rating is BBB- or higher by Fitch and its long-term, unsecured, unguaranteed and unsubordinated debt obligations are rated Baa3 or higher by Moody's (or such other lower long-term rating which the relevant

Rating Agency (at its discretion) confirms as sufficient in order to maintain the then current rating of the Rated Notes).

Following the occurrence of a Back-Up Administrator Termination Trigger Event, the appointment of the Back-Up Administrator may be terminated in accordance with the terms of the Back-Up Administration Agreement.

If the Back-Up Administrator Termination Trigger Event ceases to occur, the Back-Up Administrator Facilitator shall use best efforts to appoint a successor Back-Up Administrator within 60 days in accordance with the terms of the Administration Agreement.

The aggregate liability of the Back-Up Administrator in connection with the performance of its obligations under the Transaction Documents is limited to £5 million other than in the case of the fraud, wilful default or gross negligence of the Back-Up Administrator.

Governing Law

The Administration Agreement and the Back-Up Administration Agreement and any non-contractual obligation arising in out of or in relation to the Administration Agreement will be governed by English law.

Collection Account

Pursuant to the collection account arrangements in place on the Closing Date, collections received in respect of other mortgage loans owned by the Seller which do not constitute part of the Mortgage Portfolio will also be transferred into the Collection Account. The Seller, in its capacity as trustee, declared a trust over a portion of the funds in the Collection Account on the Closing Date in favour of itself and Gosforth Mortgages Trustee 2014-1 Limited.

The collection account arrangements in respect of the Mortgage Loans may change after the Closing Date, however, the Seller will use reasonable endeavours to ensure that any replacement collection account bank shall have a sufficient rating so that the then current rating of the Notes is maintained and will declare a trust over the funds in the collection account which relate to the Mortgage Loans in favour of the Mortgages Trustee.

All cleared amounts applicable to the Mortgage Loans which stand to the credit of the Collection Account are transferred to the Mortgages Trustee Transaction Accounts on a daily basis and in any event within three Business Days of being credited to the Collection Account. If an unpaid direct debit is returned in circumstances where the Administrator has credited the monthly payment to the Mortgages Trustee Transaction Accounts, the Administrator will be permitted to reclaim from the Mortgages Trustee Transaction Accounts the corresponding amounts previously credited.

The Collection Account will be operated by the Administrator in accordance with the Administration Agreement and the Collection Account Declaration of Trust. The Collection Bank will operate the Collection Account in accordance with the instructions of the Administrator.

For further details as to collection of payments under the Mortgage Loans, please refer to the section entitled "*Collection of Payments*" above.

ASSIGNMENT OF THE MORTGAGE LOANS AND RELATED SECURITY

The Mortgage Sale Agreement

Under the Mortgage Sale Agreement the Seller will agree to sell and assign the Initial Mortgage Portfolio, comprising the Mortgage Loans together with all Related Security, to the Mortgages Trustee on the Closing Date and, subject to the satisfaction of the Replenishment Conditions, may sell and assign New Mortgage Loans to the Mortgages Trustee on a Transfer Date. In addition to providing for the sale and assignment of the Initial Mortgage Portfolio and New Mortgage Loans, the Mortgage Sale Agreement also sets out or provides for the following:

- (a) the representations and warranties to be given by the Seller in relation to the Mortgage Loans and the Related Security (including any New Mortgage Loans and their Related Security);
- (b) the undertaking of the Seller to (i) retain a material net economic interest of not less than 5 per cent. in the securitisation in accordance with Article 405(1) of the CRR and (ii) comply with its obligations under Article 409 of the CRR;
- (c) the repurchase by the Seller of Mortgage Loans together with their Related Security which are the subject of a Product Switch or in respect of which a Further Advance is made;
- (d) the repurchase of Mortgage Loans together with their Related Security where the Seller has materially breached any of the Loan Warranties in respect of such Mortgage Loans or their Related Security (the repurchase to include all Mortgage Loans of a Borrower included in the Mortgage Portfolio if such a breach occurs in respect of any Mortgage Loan of such Borrower);
- (e) the making of Borrow-backs in respect of Mortgage Loans comprised in the Trust Property; and
- (f) the circumstances for the transfer of legal title to the Mortgage Loans and their Related Security to the Mortgages Trustee.

The term "**Seller**" means Virgin Money plc.

The Initial Mortgage Portfolio

The Seller will contract to sell and assign to the Mortgages Trustee on the Closing Date a portfolio of residential mortgage loans (the "**Mortgage Loans**") and their associated mortgages (the "**Mortgages**" and, together with the other security for the Mortgage Loans, the "**Related Security**") and all monies derived therefrom from time to time (collectively referred to herein as the "**Initial Mortgage Portfolio**"). The assignment will be an assignment which takes effect in equity only. The transfer of legal title to the Mortgage Loans and their Related Security may not occur or, if it does occur, will not occur until a later date, as described further in the section entitled "*Transfer of legal title to the Mortgages Trustee*" below.

The consideration for the sale and assignment of the Initial Mortgage Portfolio on the Closing Date will consist of:

- (a) an amount (not less than zero) equal to the Current Balance of the Mortgage Loans on 12 September 2014 payable by the Mortgages Trustee to the Seller (the "**Initial Consideration**") for the sale and assignment to the Mortgages Trustee of the Initial Mortgage Portfolio. The Initial Consideration will be paid by the Mortgages Trustee out of funds received by the Mortgages Trustee from the Issuer in respect of the Initial Contribution, which contribution will be funded out of the proceeds of the issue of the Notes;
- (b) the covenant of the Mortgages Trustee to hold the Trust Property on trust for the Issuer (as to the Issuer Share) and the Seller (as to the Seller Share) and to distribute Revenue Receipts and Principal Receipts in accordance with the terms of the Mortgages Trust Deed;
- (c) the covenant of the Mortgages Trustee (in its capacity as the All Monies Mortgage Trustee) to hold the trust property under the All Monies Mortgage Trust upon trust for itself and the Seller (as beneficiaries) upon, and with and subject to the trusts, powers and provisions set out in the Mortgage Sale Agreement; and

- (d) the covenant of the Mortgages Trustee to pay or procure the payment to the Seller of amounts of Deferred Consideration in accordance with the provisions of the Mortgage Sale Agreement, the Mortgages Trust Deed and in accordance with the Priority of Payments.

"**Deferred Consideration**" means the deferred portion of the purchase price for the Mortgage Portfolio payable by the Mortgages Trustee to the Seller on each Payment Date in an amount, if any, equal to the amount of Deferred Contribution payable by the Issuer to the Mortgages Trustee on such date.

Warranties

The Mortgage Sale Agreement will contain warranties to be given by the Seller to the Mortgages Trustee, the Issuer and the Security Trustee in relation to each Mortgage Loan and its Related Security originated by the Originators to be assigned to the Mortgages Trustee on the Closing Date, and in relation to any New Mortgage Loans and their Related Security to be acquired by the Mortgage Trustee on a relevant Transfer Date. None of the Mortgages Trustee, the Issuer or the Security Trustee has carried out or will carry out any search, inquiry or independent investigation of the type which a prudent purchaser or mortgagee would normally be expected to carry out. Each is relying entirely on the Seller's warranties under the Mortgage Sale Agreement. Subject to agreed exceptions and materiality qualifications, the Seller's warranties under the Mortgage Sale Agreement (the "**Loan Warranties**") include, *inter alia*, the following:

- (a) immediately prior to the Closing Date or, as applicable, Transfer Date, the Seller was the absolute legal and beneficial owner of the Mortgage Loans, the Related Security and the other property to be assigned and transferred by the Seller pursuant to the Mortgage Sale Agreement;
- (b) each related mortgage and the Related Security secures the repayment of all advances, interest, costs and expenses payable by the relevant Borrower to the Seller under the relevant Mortgage Loan in priority to any other charges registered against the relevant Mortgaged Property;
- (c) at the time that it was made, each Mortgage Loan complied in all respects with applicable laws, regulations and rules including, without limitation, consumer protection, data protection and contract law;
- (d) each Mortgage constitutes a first ranking charge by way of legal mortgage;
- (e) each relevant Mortgaged Property is located in England or Wales;
- (f) prior to making each Mortgage Loan, the relevant Originator instructed or required to be instructed on its behalf solicitors to carry out in relation to the relevant Mortgaged Property all investigations, searches and other actions that would have been undertaken by the relevant Originator acting in accordance with standards consistent with those of a reasonable and prudent mortgage lender, lending to borrowers in England and Wales when advancing money in an amount equal to such advance to an individual to be secured on a property of the relevant kind;
- (g) the Lending Criteria in force at the time of origination of each Mortgage Loan were consistent with the criteria that would be used by a reasonable and prudent mortgage lender at that time;
- (h) in relation to each Mortgage Loan, the Borrower has a good and marketable title to the relevant Mortgaged Property;
- (i) prior to making a Mortgage Loan (other than a Further Advance), an independent valuer from the panel of valuers appointed by the relevant Originator or an employee valuer of such Originator valued the relevant Mortgaged Property, and the results of such valuation would be acceptable to a reasonable and prudent mortgage lender. In respect of a Further Advance, such Originator valued the relevant Mortgaged Property by using either an indexed valuation figure provided by a UK pricing index, a desktop valuation by an employee valuer of the relevant Originator (including by way of automated valuation methodology) or by using the then current valuation of the Mortgaged Property;
- (j) prior to making a Mortgage Loan, the nature and amount of such Mortgage Loan, the circumstances of the relevant Borrower and nature of the relevant Mortgaged Property satisfied the Lending Criteria in force at that time in all material respects;

- (k) no payment of interest (or in the case of repayment Mortgage Loans, principal and interest) equivalent to an amount in excess of one month's instalment at the applicable rate in respect of a Mortgage Loan was at any time during the 12 months before the Closing Date or, as applicable, the relevant Transfer Date in arrears, or if the Mortgage Loan was originated less than 12 months prior to the Closing Date or relevant Transfer Date (as applicable), since the date of origination;
- (l) so far as the Seller is aware, no Borrower is in material breach of the conditions of its Mortgage Loan;
- (m) as at the Closing Date (or, as applicable, Transfer Date) the first payment due has been paid by the relevant Borrower in respect of each Mortgage Loan and each Mortgage Loan is fully performing;
- (n) each insurance contract arranged by the relevant Originator, as the case may be, in respect of any Mortgaged Property is in full force and effect and all premia due on or before the date of the Mortgage Sale Agreement have been paid in full and the Seller is not aware of any circumstances giving the insurer under any such insurance contract the right to avoid or terminate such policy in so far as it relates to the Mortgaged Properties or the Mortgage Loans;
- (o) at all times since each Mortgage Loan was acquired by the Seller (in the case of Mortgage Loans originated by the NRAM Originator) or since their origination (in the case of Mortgage Loans originated by the VM Originator), the Seller 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 Mortgage Loan and its Mortgage;
- (p) the Seller has not received written notice of any litigation or claim calling into question in any material way its title to any Mortgage Loan and its Mortgage or the value of any security. The Seller is not engaged in any litigation, and no litigation is pending or threatened by the Seller against any person in connection with any report, valuation, opinion, certificate, consent or other statement of fact or opinion given in connection with any Mortgage Loan received by the Seller in connection with the origination of any Mortgage Loan;
- (q) each Borrower is a natural person, and no Borrower is, as of the Closing Date (or, as applicable, Transfer Date), an employee or an officer of the Seller;
- (r) all formal approvals, consents and other steps necessary to permit a legal or an equitable or beneficial transfer or a transfer of the servicing away from the Seller of the Mortgage Loans and their related Mortgages to be sold under the Mortgage Sale Agreement whenever required under the Transaction Documents have been obtained or taken and there is no requirement in order for such transfer to be effective to notify the Borrower before, on or after any such equitable or beneficial transfer;
- (s) no Mortgage Loan has a Current Balance of more than £750,000;
- (t) no Mortgage Loan has a current Loan to Value Ratio greater than 85 per cent.;
- (u) each Mortgage Loan was originated by the relevant Originator in Sterling and is denominated in Sterling and is currently repayable in Sterling;
- (v) each Mortgage Loan and its Related Security is valid, binding and enforceable in accordance with its terms (subject to certain exceptions) and is non-cancellable;
- (w) no Mortgage Loan is a Help to Buy Mortgage Loan;
- (x) In relation to each Right to Buy Mortgage Loan;
 - (i) the relevant Originator was, at the time of origination of such Right to Buy Mortgage Loan, an approved lending institution within the meaning given to that expression in the Housing Act 1985 (as amended by the Housing Act 2004);
 - (ii) the original advance was made to the person exercising the right to buy;

- (iii) the original advance was made wholly for the purposes of enabling the recipient thereof to purchase the relevant Mortgaged Property, home improvements and solicitors or licensed or qualified conveyancer's fees only; and
- (iv) is not subject to a shared ownership arrangement where the related Mortgage is only secured over part (rather than the whole) of the beneficial interest in the Mortgaged Property.
- (y) no Mortgage Loan is a buy-to-let mortgage loan under the Lending Criteria of the relevant Originator; and
- (z) no Mortgage Loan is an Equity Release Mortgage Loan.

"**Equity Release Mortgage Loan**" means a mortgage loan originated under an equity release plan in the form of either a lifetime mortgage or a home reversion plan and where repayment of such mortgage loan is due on the earlier to occur of the death of the borrower and the sale of the relevant property.

Repurchase by the Seller

The Seller will agree in the Mortgage Sale Agreement to repurchase any Mortgage Loan (including any accrued interest thereon) together with its Related Security and all other Mortgage Loans in the relevant Mortgage Account if a Mortgage Loan or its Related Security does not materially comply on the Closing Date (or, in the case of any New Mortgage Loans, on the relevant Transfer Date) with Loan Warranties given by the Seller under the Mortgage Sale Agreement and the Seller does not remedy such breach within 60 days of the Seller or the Administrator becoming aware of such breach and providing written notice of such breach to any of the Mortgages Trustee, the Issuer or the Security Trustee.

The Seller will have no other liability for breach of a Loan Warranty other than the obligation to repurchase.

If the Seller fails to comply with its obligation to repurchase, a Denominator Reduction Event will occur, the result of which will be a reduction in the denominator for the purposes of calculating the Issuer Share Percentage without any effect on the Issuer Share, and correspondingly, will increase the Issuer Share Percentage. The result of this is that the Seller Share Percentage will be reduced and the Seller will be entitled to a reduced share of distributions of revenue and, in certain circumstances, distributions of principal, thus compensating the Issuer for the Seller's failure to repurchase (see the section entitled "*The Mortgages Trust*" below).

For so long as the Seller is the Administrator, it must notify the Mortgages Trustee, the Issuer and the Security Trustee of any material breach of a Loan Warranty as soon as it becomes aware of such breach.

In addition, the Seller will be required to repurchase Mortgage Loans and their Related Security where the Seller has accepted an application from or issued an offer to the relevant Borrower for a Product Switch or Further Advance as described under "*Product Switches and Further Advances*" below.

The price payable by the Seller upon the repurchase of any Mortgage Loan and its Related Security is an amount (not less than zero) equal to the Current Balance plus accrued and unpaid interest on such Mortgage Loan as of the date of completion of such repurchase plus expenses payable thereon to the date of repurchase (the "**Repurchase Price**"). If the Seller fails to pay all or part of the Repurchase Price due for any repurchase or otherwise fails to complete such repurchase in accordance with the terms of the Mortgage Sale Agreement, then it will constitute a Denominator Reduction Event and, as a consequence, the Seller Share of the Trust Property shall be reduced by an amount equal to the Repurchase Price or the portion thereof that has not been paid, as the case may be.

Product Switches and Further Advances

Under the Administration Agreement, the Administrator may, on behalf of the Seller, accept an application from or issue an offer for a Product Switch or Further Advance to any Borrower in respect of a Mortgage Loan only where the Seller has confirmed to the Administrator and the Mortgages Trustee that it will purchase that Mortgage Loan in accordance with the terms of the Mortgage Sale Agreement. Upon receipt of such confirmation from the Seller, the Administrator on behalf of the Seller may then issue an offer for a Product Switch or Further Advance and accept the mortgage documentation duly

completed by the Borrower, **provided that** the Product Switch or the Further Advance may not be effected or advanced, as the case may be, unless and until the Seller has repurchased the Mortgage Loan in accordance with the terms of the Mortgage Sale Agreement. The Mortgages Trustee may not itself offer or make any Product Switch or Further Advance.

If the Administrator and the Mortgages Trustee are notified or are otherwise aware that a Borrower has requested a Product Switch or Further Advance and the Administrator and the Mortgages Trustee have received confirmation that the Seller will repurchase the relevant Mortgage Loan and its Related Security, the Mortgages Trustee shall at any time upon notice from the Seller assign to the Seller and the Seller shall purchase such Mortgage Loan together with its Related Security (and, for the avoidance of doubt, together with any other Mortgage Loans secured on the same property) in accordance with the Mortgage Sale Agreement at the Repurchase Price.

In considering whether to grant a request of a Borrower for a Product Switch or Further Advance, or whether to offer a Product Switch or Further Advance to a Borrower, the Administrator shall act in accordance with the practices of a prudent residential mortgage administrator acting reasonably and in accordance with the lending criteria and its administration policy (see "*The Mortgage Loans – Characteristics of the Mortgage Loans – Lending Criteria*" and "*The Administrator, and the Administration Agreement and the Collection Account – The Administration Agreement*" above).

Replenishment of the Mortgage Portfolio

Pursuant to the terms of the Mortgage Sale Agreement, at any time prior to the occurrence of a Pass-Through Trigger Event, the Seller shall be entitled to sell, and the Mortgages Trustee shall be entitled to purchase additional Mortgage Loans ("**New Mortgage Loans**") and their Related Security from the Seller, subject to satisfaction of the following criteria (the "**Replenishment Criteria**") on the date of transfer (the "**Transfer Date**"):

- (a) the New Mortgage Loan is not in breach of the Loan Warranties as at the Transfer Date;
- (b) the Transfer Date falls before the Step-Up Date;
- (c) no Pass-Through Trigger Event has occurred or will occur as a result of the transfer;
- (d) if the Seller's short term issuer default rating is below F1 by Fitch or the Seller's short term unsecured, unsubordinated and unguaranteed debt rating is below P-1 by Moody's (if the Seller is rated by Moody's) (or such other lower short term rating acceptable to the relevant Rating Agency), the Seller has provided to the Mortgages Trustee a solvency certificate (in form and substance acceptable to the Mortgages Trustee) signed by an authorised signatory of the Seller dated no earlier than the day falling three months prior to the relevant Transfer Date;
- (e) following the addition of the New Mortgage Loans to the Portfolio, the weighted average Current LTV Ratio of all Mortgage Loans in the Mortgage Portfolio will not exceed 65 per cent.;
- (f) following the addition of the New Mortgage Loans to the Portfolio, the outstanding Current Balance of any Mortgage Loans in the Mortgage Portfolio (including the relevant Further Advances) with an Original LTV ratio (calculated by dividing the original principal balance of the Mortgage Loan by the Original Valuation) of more than 85 per cent. will not exceed 15 per cent. of the aggregate Current Balance of the Mortgage Loans in the Mortgage Portfolio;
- (g) following the addition of the New Mortgage Loans to the Portfolio, the outstanding Current Balance of the interest-only parts of the Mortgage Loans in the Mortgage Portfolio will not exceed 37 per cent. of the aggregate Current Balance of the Mortgage Loans in the Mortgage Portfolio;
- (h) following the addition of the New Mortgage Loans to the Portfolio, the weighted average portfolio yield is not less than 3 Month LIBOR + 1.60 per cent. (the LIBOR rate applicable to the Basis Rate Swap(s)), after taking into account of the Basis Rate Swap;
- (i) the Issuer has, where required, entered into appropriate hedging arrangements in respect of the New Mortgage Loans;

- (j) following the addition of the New Mortgage Loans to the Mortgages Portfolio, the weighted average life of the fixed rate period of the Fixed Rate Mortgage Loans in the Mortgage Portfolio is not more than 3 years;
- (k) following the addition of the New Mortgage Loans to the Mortgages Portfolio, the weighted average life of the variable rate period linked to the Bank of England base rate of the Tracker Rate Mortgage Loans in the Mortgage Portfolio is not more than 3 years; and
- (l) the fixed rate period, or the variable rate period linked to the Bank of England base rate (as applicable), of each New Mortgage Loan ends before 19 October 2024.

"**Current Balance**" in relation to a Mortgage Loan at a particular date means the outstanding principal amount of such Mortgage Loan at such date (for the avoidance of doubt, as adjusted to reflect any changes to the principal amount outstanding of such Mortgage Loan due to an increase in the principal amount outstanding due to a Borrow-back or any unpaid interest in respect of an Underpayment or a reduction to the principal amount outstanding due to repayments or overpayments, the exercise of a right of set-off (without double counting for any set-off losses which are reflected in the Denominator Reduction Amount) or any amount in respect of a Loss which has been written off by the Administrator) including any capitalised interest and fees.

"**Current LTV Ratio**" means, in respect of a Mortgage Loan, the Current Balance divided by the Current Valuation.

"**Current Valuation**" means, with respect to a Mortgage Loan, the most recent valuation carried out with respect to the relevant Mortgaged Property for the purpose of making an advance under the relevant Mortgage Loan.

Purchases of New Mortgage Loans by the Mortgages Trustee may be funded from the proceeds of any Seller Cash Contributions made on such date (with the respective cash payments being set off against each other) or from any amounts standing to the credit of the Trust Replenishment Ledger on the relevant Transfer Date. See "*The Mortgages Trust – Contributions to the Mortgages Trust*" below for further information. The Issuer shall not be obliged to make any contributions to the Mortgages Trustee for the purposes of replenishment of the Mortgage Portfolio.

Borrow-backs under Mortgage Loans

The Seller is solely responsible for funding all future Cash Borrow-backs and the unpaid interest portion of Borrow-backs as a result of payment holidays in respect of Mortgage Loans contained in the Mortgages Trust. The Seller Share of the Trust Property will increase by the amount of any Borrow-backs.

Transfer of legal title to the Mortgages Trustee

The Mortgage Loans and their Related Security will be assigned to the Mortgages Trustee by way of an assignment which takes effect in equity. As a result, legal title to the Mortgage Loans and their Related Security will remain with the Seller until such time as certain additional steps have been taken including the giving of notices of the assignment to the Borrowers or the execution of assignments by the Seller in favour of the Mortgages Trustee together with notification of the assignment to the Borrowers.

In relation to the mortgages of registered land in England or Wales, which will be transferred to the Mortgages Trustee on the Closing Date or on a subsequent Transfer Date, until such time as transfers of such Mortgages have been completed and registered at the Land Registry, the sale to the Mortgages Trustee will take effect in equity and transfer beneficial title only. In the case of mortgages of unregistered land in England and Wales, in order for legal title to pass to the Mortgages Trustee, conveyances of the relevant mortgages would have to be completed in favour of the Mortgages Trustee.

Under the Mortgage Sale Agreement, none of the Seller, the Mortgages Trustee or the Security Trustee will require the execution and completion of such transfers, assignments and conveyances in favour of the Mortgages Trustee or the registration or recording of such transfers or service of notice on Borrowers in order to effect the transfer of legal title to the Mortgage Loans and their Related Security (including, where appropriate, their registration), except in the limited circumstances described below.

The Seller shall be obliged to give notice of assignment of the Mortgage Loans to the Borrower following the occurrence of a Relevant Event (as described below). The execution of transfers or assignments of legal title to the Mortgage Loans and their Related Security to the Mortgages Trustee (together with the relevant notices to the Borrowers) will be required to be completed by the Seller within 60 Business Days of receipt of written notice from the Mortgages Trustee, the Issuer or the Security Trustee upon the occurrence of any of the following (each a "**Relevant Event**"):

- (a) the valid service of a Note Acceleration Notice;
- (b) unless otherwise agreed by the Rating Agencies, the termination of the Seller's role as Administrator under the Administration Agreement and failure of any substitute Administrator to assume the duties of the Administrator;
- (c) the Seller being required, by an order of a court of competent jurisdiction, or by a change in law occurring after the Closing Date, or by a regulatory authority or organisation whose members include mortgage lenders of which the Seller is a member or with whose instructions it is customary for the Seller to comply, to perfect the transfer of legal title to the Mortgage Loans and Related Security in favour of the Mortgages Trustee;
- (d) the Issuer Security or any material part of the Issuer Security being in jeopardy and it being necessary to perfect the transfer of legal title to the Mortgage Loans and their Related Security in favour of the Mortgages Trustee in order to materially reduce such jeopardy;
- (e) notice in writing from the Seller to the Mortgages Trustee and the Issuer (with a copy to the Security Trustee) requesting such a transfer or assignment;
- (f) the Seller becomes subject to an Insolvency Event (a "**Seller Insolvency Event**"); or
- (g) it becoming necessary by law to do any or all of the act referred to in the Mortgage Sale Agreement.

If such transfer of legal title is not completed within this period, the Seller, if in its reasonable opinion it is able to do so, shall continue to seek such transfer until it is completed. The Mortgages Trustee shall, following a Relevant Event, register any transfer or assignment of the legal title to a Mortgage at the Land Registry as soon as reasonably practicable following receipt (or execution by the Mortgages Trustee) of such transfer or assignment and shall respond expeditiously to all requisitions raised by the Land Registry.

"**Insolvency Event**" means, in respect of the Seller, the Administrator, the Issuer Cash Manager, the Trust Property Cash Manager, the Back-Up Administrator, the Back-Up Trust Property Cash Manager and the Back-Up Issuer Cash Manager (each, for the purposes of this definition, a "**Relevant Entity**"):

- (i) an order is made or an effective resolution passed for the winding up of the Relevant Entity or the appointment of an administrator over the Relevant Entity (except, in any such case, a winding-up or dissolution for the purpose of a reconstruction or amalgamation the terms of which have been previously approved by the Security Trustee or by an Extraordinary Resolution of the holders of the most senior Class of Notes then outstanding);
- (ii) the Relevant Entity ceases or threatens to cease to carry on its business (otherwise than for the purposes of such amalgamation or reconstruction as is referred to in paragraph (i) above) or stops payment or threatens to stop payment of its debts or is deemed unable to pay its debts within the meaning of section 123(1)(a) (on the basis that the reference in such section to £750 was read as a reference to £10 million), (b), (c) (on that basis that the words "for a sum exceeding £10 million" was inserted after the words "extract registered bond" and "extract registered protest"), (d) or (e) of the Insolvency Act (as amended, modified or re-enacted) or becomes unable to pay its debts as they fall due or the value of its assets is less than the amount of its liabilities (taking into account its contingent and prospective liabilities) or otherwise becomes insolvent; or
- (iii) proceedings are initiated against the Relevant Entity or any steps are taken in respect of a Relevant Entity under any applicable liquidation, administration, reorganisation (other than a reorganisation where the Relevant Entity is solvent), insolvency or other similar laws, save where such proceedings are being contested in good faith; or an administrative or other receiver,

administrator or other similar official is appointed in relation to the whole or any substantial part of the undertaking or assets of the Relevant Entity; or a distress, execution, diligence or other process is enforced upon the whole or any substantial part of the undertaking or assets of the Relevant Entity and in any of the foregoing cases it is not discharged within 30 Business Days; or if the Relevant Entity initiates or consents to judicial proceedings relating to itself under any applicable liquidation, administration, insolvency, reorganisation or other similar laws or makes a conveyance or assignment for the benefit of its creditors generally.

All Monies Mortgage Trust

In relation to those Mortgages for the Mortgage Loans which constitute all monies security ("**All Monies Mortgages**") which secure the repayment of Associated Debt as well as the relevant Mortgage Loan (for these purposes "**Associated Debt**" means the indebtedness a Borrower owes or may owe to the Seller from time to time which is not a Mortgage Loan) and which the Seller will contract to sell and assign to the Mortgages Trustee on the Closing Date or on a subsequent Transfer Date, the proceeds of enforcement of such All Monies Mortgages will not form part of the Trust Property so long as there is Associated Debt outstanding. Instead, following the enforcement of any All Monies Mortgage, the proceeds of such enforcement will be held upon trust by the Mortgages Trustee for itself (in its capacity as Mortgages Trustee, as bare trustee for the Beneficiaries according to the terms of the Mortgages Trust Deed) and the Seller as beneficiaries, as applicable (the "**All Monies Mortgage Trust**"), the Mortgages Trustee being, in such capacity, the "**All Monies Mortgage Trustee**".

The Mortgage Sale Agreement will provide that the All Monies Mortgage Trustee, upon receipt of the proceeds of enforcement of any All Monies Mortgage, shall distribute such proceeds (a) first, to the All Monies Mortgage Trustee in an amount sufficient to pay in full all amounts due and payable under such Mortgage Loan and (b) second, to the Seller in or towards discharge of the Associated Debt, such amounts in (b) referred to as the "**All Monies Mortgage Consideration**".

Title Deeds

The title deeds and mortgage loan files relating to the Mortgage Loans are currently held by or to the order of the Seller or by solicitors acting for the Seller in connection with the creation of the Mortgage Loans and their Related Security. Under the Administration Agreement the Administrator will undertake that from the Closing Date all the title deeds and mortgage loan files at any time in its possession or under its control or held to its order relating to the Mortgage Loans which are on the Closing Date or at any time thereafter assigned to the Mortgages Trustee will be held to the order of the Mortgages Trustee. The Administrator will keep, or cause to be kept, the title deeds and mortgage loan files relating to each Mortgage Loan and each Mortgaged Property in safe custody and shall not part with possession, custody or control of them except in the limited circumstances specified in the Administration Agreement.

Governing Law

The Mortgage Sale Agreement and any non-contractual obligation arising in out of or in relation to the Mortgage Sale Agreement will be governed by English law.

THE MORTGAGES TRUST

General Legal Structure

The "**Mortgages Trust**" will be a bare trust formed under English law with the Mortgages Trustee as bare trustee for the benefit of the Seller and the Issuer. Under the terms of a mortgages trust deed to be entered into on the Closing Date between the Mortgages Trustee, the Issuer and the Seller (the "**Mortgages Trust Deed**"), the Mortgages Trustee agrees that it will hold, on and from the date on which it is received, all Trust Property, other than amounts allocated for distribution on any Distribution Date, on trust absolutely for the Issuer (as to the Issuer Share) and for the Seller (as to the Seller Share) and as to amounts allocated for distribution on any Distribution Date (whether as Mortgages Trustee Available Principal Receipts or Mortgages Trustee Available Revenue Receipts) on trust absolutely for the Issuer and the Seller in accordance with their respective entitlements established as described under "*- Mortgages Trustee Revenue Priority of Payments*" and "*- Mortgages Trustee Principal Priority of Payments*" below. The property comprising the Mortgages Trust (the "**Trust Property**") will consist (without double counting) of:

- (a) the sum of £100 settled on the date of the Mortgages Trust Deed by the Seller and the Issuer (as to £50 each);
- (b) the Initial Mortgage Portfolio beneficially assigned to the Mortgages Trustee by the Seller on the Closing Date including the Mortgage Loans and their Related Security (save that, following the enforcement of any All Monies Mortgage where Associated Debt exists in relation to that All Monies Mortgage, the enforcement proceeds will not form part of the Trust Property until they are released from the All Monies Mortgage Trust in accordance with the Mortgage Sale Agreement) and any additions thereto, resulting from Borrow-backs made by Borrowers, and, if it is transferred at any time to the Mortgages Trustee, the legal title to the Initial Mortgage Portfolio including the Mortgage Loans and their Related Security to the extent that the same have not been repurchased by the Seller pursuant to the terms of the Mortgage Sale Agreement;
- (c) any New Mortgage Loans beneficially assigned to the Mortgages Trustee by the Seller on a Transfer Date including the New Mortgage Loans and their Related Security pursuant to the terms of the Mortgage Sale Agreement;
- (d) any interest and principal paid by Borrowers on their Mortgage Loans on or after the Closing Date;
- (e) any other amounts received under or in connection with the Mortgage Loans and Related Security on or after the Closing Date and any amount paid under any insurance policy in relation to a Mortgaged Property and warranty and indemnity payments to the Mortgages Trustee pursuant to the Transaction Documents, other than any Non-Trust Amounts;
- (f) any contribution, including any Seller Cash Contribution and any Mandatory Seller Cash Contribution, paid by the Seller to the Mortgages Trustee on or after the Closing Date for application in accordance with the terms of the Mortgages Trust Deed;
- (g) amounts on deposit (and interest earned on such amounts) in the Mortgages Trustee Transaction Accounts and amounts invested (and interest earned on such amounts) in Permitted Investments; and
- (h) the proceeds of the repurchase of any Mortgage Loan and its Related Security by the Seller pursuant to the terms of the Mortgage Sale Agreement.

For the purposes of making calculations with respect to the Trust Property at any time (including, without limitation, calculating the Seller Share), the amount of the Trust Property shall be an amount equal to the sum of the aggregate Current Balance of all Mortgage Loans in the Mortgage Portfolio at such time, plus such other amounts as are held in the Mortgages Trustee Transaction Accounts and invested in Permitted Investments, at such time representing items (a) and (d) to (h) above.

The Issuer will not be entitled to any interest in particular Mortgage Loans and their Related Security separately from the Seller. Instead each of the Beneficiaries will have an absolute undivided beneficial interest in the Trust Property.

Seller Contributions to the Mortgages Trust

The Seller may make a cash contribution to the Mortgages Trust from time to time (each such contribution, a "**Seller Cash Contribution**"), the proceeds of which may be applied by the Mortgages Trustee, *inter alia*, as consideration for the purchase of New Mortgage Loans and their Related Security pursuant to the terms of the Mortgage Sale Agreement. Any Seller Cash Contribution shall be credited by the Trust Property Cash Manager to the Trust Replenishment Ledger in one or both of the Mortgages Trustee Transaction Accounts and shall form part of the Trust Property. In the case of any Seller Cash Contribution made for the purposes of the acquisition by the Mortgages Trustee of New Mortgage Loans and their Related Security, the Seller and the Mortgages Trustee shall be entitled to set-off the cash payment comprising such Seller Cash Contribution against the purchase price payable by the Mortgages Trustee to the Seller in respect of such New Mortgage Loans and their Related Security.

Pursuant to the terms of the Mortgages Trust Deed, on any Distribution Date the Seller shall be entitled to set-off any amount of principal allocated to the Seller on the immediately preceding Trust Calculation Date and due to be distributed to the Seller in accordance with the Mortgages Trustee Principal Priority of Payments (such principal amount distributed to the Seller the "**Seller Principal Payment Amount**") against any Seller Cash Contribution to be made by the Seller on such date.

Any amounts credited to the Trust Replenishment Ledger that are not applied towards the purchase of New Mortgage Loans and their Related Security on or prior to the next following Trust Calculation Date will be applied as Mortgages Trustee Available Principal Receipts on the following Distribution Date in accordance with the Mortgages Trustee Principal Priority of Payments.

Subject to satisfaction of the Replenishment Criteria, the Mortgages Trustee may purchase New Mortgage Loans from the Seller using the proceeds of a Seller Cash Contribution at any time. See also "*Sale of the Mortgage Portfolio under the Mortgage Sale Agreement – Replenishment of the Mortgage Portfolio*" above.

For the avoidance of doubt, where amounts are stated as being credited to or, as applicable, debited from, a ledger of the Mortgages Trustee, there shall be a corresponding retention in, or payment from, the relevant Mortgages Trustee Transaction Account in respect of such credit or debit.

Mandatory Seller Cash Contributions

On each Distribution Date the Seller shall be obliged to make a Seller Cash Contribution (each, a "**Mandatory Seller Cash Contribution**") in a minimum amount equal to the Mandatory Seller Cash Contribution Amount as determined with respect to such Distribution Date in order to ensure that, taking into account the Seller Principal Amount due to be paid to the Seller on such Distribution Date, the Seller Share will not fall below the Minimum Seller Share. Such Mandatory Seller Cash Contribution Amount will be set off against a portion of the Seller Principal Payment Amount (such that an amount equal to the Mandatory Seller Cash Contribution Amount shall be retained by the Mortgages Trustee in the Mortgages Trustee Transaction Accounts and credited to the Trust Replenishment Ledger) and no Seller Share Event shall occur as a result.

"**Mandatory Seller Cash Contribution Amount**" means, with respect to a Distribution Date, the amount (if any) by which the distribution of all Mortgages Trustee Available Principal Receipts required to be distributed to the Seller on such Distribution Date pursuant to the Mortgages Trustee Principal Priority of Payments would cause the Seller Share to fall below the Minimum Seller Share.

Trust Replenishment Ledger

The Mortgages Trustee (or the Trust Property Cash Manager on its behalf) will establish a replenishment ledger in each of the Mortgages Trustee Transaction Accounts (the "**Trust Replenishment Ledger**") and will record as a credit to the Trust Replenishment Ledger any Seller Cash Contribution. The Mortgages Trustee (or the Trust Property Cash Manager on its behalf) will record as a debit to the Trust Replenishment Ledger any cash payment made as consideration for the purchase of New Mortgage Loans from the Seller.

Any amounts credited to the Trust Replenishment Ledger that are not applied in or towards the purchase of New Mortgage Loans and their Related Security on or prior to the next following Trust Calculation

Date will be applied as Mortgages Trustee Available Principal Receipts on the following Distribution Date in accordance with the Mortgages Trustee Principal Priority of Payments.

Fluctuation of the Seller Share/Issuer Share of the Trust Property

The Issuer Share and the Seller Share of the Trust Property will fluctuate depending on a number of factors including:

- (a) the distribution of Principal Receipts from the Mortgage Loans to the Issuer and/or the Seller on each Distribution Date;
- (b) Losses arising on the Mortgage Loans;
- (c) the Seller increasing the Trust Property, and as a result the Seller Share of the Trust Property, by making Seller Cash Contribution to the Mortgages Trustee in accordance with the Mortgages Trust Deed (including for the purposes of funding the purchase of New Mortgage Loans and their Related Security by the Mortgages Trustee); and
- (d) a Borrower making a Borrow-back under a Mortgage Loan.

The Issuer Share and the Seller Share of the Trust Property may not be reduced below zero.

Trust Property Calculations

The Trust Property Cash Manager will recalculate the Issuer Share and the Seller Share on (i) each Trust Calculation Date and (ii) on such date as the Mortgages Trust terminates, in order to determine the percentage shares of the Issuer and the Seller in the Trust Property for the then current Trust Calculation Period. The percentage shares that each of the Issuer and the Seller has in the Trust Property will determine their entitlement to (i) Mortgages Trustee Available Revenue Receipts, (ii) in certain circumstances, Mortgages Trustee Available Principal Receipts, and (iii) the allocation of Losses arising on the Mortgage Loans for each Trust Calculation Period.

"**Trust Calculation Date**" means one Business Day prior to each Distribution Date.

"**Trust Calculation Period**" means the period from (and including) the first day of each calendar month (or, in the case of the first Trust Calculation Period, the Closing Date) to (and including) the last day of the same calendar month.

Recalculating the Issuer Share and Issuer Share Percentage of the Trust Property on a Trust Calculation Date

On each Trust Calculation Date and on such date as the Mortgages Trust terminates (each a "**Relevant Trust Calculation Date**"), the interest of the Issuer in the Trust Property will be recalculated for the then current Trust Calculation Period in accordance with the following formulae:

- (a) The Issuer's share (the "**Issuer Share**") of the Trust Property on each Relevant Trust Calculation Date will be an amount equal to:

$$A - B - C$$

- (b) The Issuer's share percentage (the "**Issuer Share Percentage**") of the Trust Property on each Relevant Trust Calculation Date will be an amount expressed as a percentage equal to:

$$\frac{A - B - C}{D} \times 100$$

(in the case of the Issuer Share Percentage, subject to a maximum of 100% and a minimum of 0%) in each case rounded upwards (i) on the Closing Date, to two decimal places and (ii) on any other Trust Calculation Date, to five decimal places), where:

A = the amount of the Issuer Share as determined on the Trust Calculation Date immediately preceding the Relevant Trust Calculation Date (or, in the case of the first Trust

Calculation Date, the Issuer Share of the Trust Property on the Closing Date (which will be an amount calculated by the Trust Property Cash Manager and notified by the Trust Property Cash Manager to the Mortgages Trustee, the Issuer and the Seller) equal to the amount to be paid by the Issuer to the Mortgages Trustee as its Initial Contribution for its share of the Trust Property on the Closing Date);

- B = the amount of Mortgages Trustee Available Principal Receipts to be distributed to the Issuer on the Distribution Date immediately following the Relevant Trust Calculation Date (as described in the section entitled "*Mortgages Trustee Principal Priority of Payments*");
- C = the amount of Losses sustained on the Mortgage Loans during the Trust Calculation Period immediately preceding the Relevant Trust Calculation Date and allocated to the Issuer in accordance with the provisions of the Mortgages Trust Deed; and
- D = an amount equal to the sum of the following amounts:
 - (a) the aggregate Current Balance of all the Mortgage Loans as at the last day of the Trust Calculation Period immediately preceding the Relevant Trust Calculation Date, *plus*
 - (b) (i) any Seller Cash Contribution made by the Seller to the Mortgages Trustee on or prior to the Relevant Trust Calculation Date, and/or (ii) any Seller Cash Contribution that the Seller is committed to make on or prior to the immediately following Distribution Date, *minus*
 - (c) the aggregate of all Denominator Reduction Amounts in relation to Denominator Reduction Events occurring during the Trust Calculation Period immediately preceding the Relevant Trust Calculation Date.

For the avoidance of doubt, if the Seller fails to make a Seller Cash Contribution that it was committed to make on or prior to the immediately following Distribution Date in accordance with (ii) above, and such failure is not cured within the Seller Share Event Cure Period, for the purpose of determining the Issuer Revenue Share on such Distribution Date, item D(ii) immediately above shall not take into account any amount of such Seller Cash Contribution that the Seller was committed to make, but did not make, on or prior to that Distribution Date.

"**Current Balance**" in relation to a Mortgage Loan at a particular date means the outstanding principal amount of such Mortgage Loan at such date (for the avoidance of doubt, as adjusted to reflect any changes to the principal amount outstanding of such Mortgage Loan due to an increase in the principal amount outstanding due to a Borrow-back or any unpaid interest in respect of an Underpayment or a reduction to the principal amount outstanding due to repayments or overpayments, the exercise of a right of set-off (without double counting for any set-off losses which are reflected in the Denominator Reduction Amount) or any amount in respect of a Loss which has been written off by the Administrator) including any capitalised interest and fees.

"**Denominator Reduction Amount**" means the amount specified as such for each Denominator Reduction Event and "**Denominator Reduction Amounts**" means the amounts for more than one Denominator Reduction Event.

"**Denominator Reduction Event**" means each of the following events and "**Denominator Reduction Events**" means any one or more of the following events:

- (a) any Borrower exercises a right of set-off so that the amount of principal and interest owing under a Mortgage Loan is reduced but no corresponding payment is received by the Mortgages Trustee, in which event the "**Denominator Reduction Amount**" will be an amount equal to the total amount of such set-off. Set-off rights may arise (including, without limitation) if the Seller fails to advance a Cash Borrow-back to a Borrower under the relevant Mortgage Loan. In such a situation, the Borrower may argue that it is entitled to set-off any damages claim arising from the Seller's breach of contract against the Seller's claim for payment of principal and/or interest under the relevant Mortgage Loan as and when it becomes due; and/or

- (b) an obligation to repurchase a Mortgage Loan arises under the Mortgage Sale Agreement and the Seller fails to repurchase such Mortgage Loan as required by the terms of the Mortgage Sale Agreement or such Mortgage Loan is not capable of being repurchased, in which event the "**Denominator Reduction Amount**" will be an amount equal to the relevant Repurchase Price.

A Denominator Reduction Event will reduce the denominator for the purposes of the calculation of the Issuer Share Percentage on the Relevant Trust Calculation Date, but will not have any effect on the Issuer Share. As a result, the Issuer Share Percentage will increase (thereby reducing the Seller Share Percentage) and the Issuer will be entitled to a greater share of Mortgages Trustee Available Revenue Receipts and, in certain circumstances, Mortgages Trustee Available Principal Receipts on the Distribution Date falling in the immediately succeeding Trust Calculation Period, than if the Denominator Reduction Event had not occurred, thus compensating the Issuer for the Seller's failure to repurchase or the Seller allowing the set-off to arise, as the case may be.

Any subsequent recovery (whether of principal or interest) in respect of a Denominator Reduction Amount will constitute Revenue Receipts and will be distributed in accordance with the Mortgages Trustee Revenue Priority of Payments.

At the Closing Date, the initial amount of the Issuer's beneficial interest in the Trust Property is expected to be approximately £1,388,900,000 (which will include an amount of £1,388,900,000 in respect of the Issuer's initial contribution (the "**Initial Contribution**") to the Mortgages Trust) which corresponds to approximately 92.55 per cent. of the Trust Property. The actual share of the Issuer's beneficial interest in the Trust Property will not be determined until the Closing Date.

The Issuer Share of the Trust Property may not be reduced below zero.

Recalculating the Seller Share and Seller Share Percentage of Trust Property on a Trust Calculation Date

On each Relevant Trust Calculation Date, the Seller's then current share (the "**Seller Share**") of the Trust Property and the Seller's then current share percentage (the "**Seller Share Percentage**") of the Trust Property will be recalculated for the then current Trust Calculation Period in accordance with the following:

- (a) the Seller Share of the Trust Property will be an amount equal to:

the aggregate amount of the Trust Property as at the Relevant Trust Calculation Date *minus* the amount of Mortgages Trustee Available Revenue Receipts and Mortgages Trustee Available Principal Receipts to be distributed on the Distribution Date immediately following the Relevant Trust Calculation Date *minus* the current Issuer Share as calculated on such Relevant Trust Calculation Date *plus* any Seller Cash Contribution that the Seller is committed to make on or prior to the immediately following Distribution Date;

- (b) the Seller Share Percentage of the Trust Property will be an amount equal to:

100 per cent. *minus* the Issuer Share Percentage as calculated on such Relevant Trust Calculation Date,

in each case rounded (i) on the Closing Date, to two decimal places and (ii) on any other Relevant Trust Calculation Date, to five decimal places.

At the Closing Date, the initial amount of the Seller's beneficial interest in the Trust Property is expected to be approximately £111,877,306.75 which corresponds to approximately 7.45 per cent. of the Trust Property. The actual share of the Seller's beneficial interest in the Trust Property will not be determined until the Closing Date.

The Seller Share of the Trust Property may not be reduced below zero.

Minimum Seller Share and Seller Share Events

The Seller Share of the Trust Property includes a minimum amount (the "**Minimum Seller Share**"). As at the Closing Date, the Minimum Seller Share will be approximately £45,000,000, but the amount of the

Minimum Seller Share will change as payments of principal are made on the Mortgage Loans and as the aggregate total amount of potential Cash Borrow-backs in respect of Mortgage Loans fluctuates. Following a Pass-Through Trigger Event, the Seller will not be entitled to receive Principal Receipts until the Class A Notes and the Class M Notes have been redeemed in full.

Although there are consequences for the Seller if the Seller Share drops below the Minimum Seller Share, save to the extent that the Seller is required to make a Mandatory Seller Cash Contribution, there is no direct obligation on the Seller to maintain the Seller Share at or above the Minimum Seller Share level. However, reduction of the Seller Share to below the Minimum Seller Share that is not cured within a particular timeframe will result in a Pass-Through Trigger Event

The Minimum Seller Share will be the amount determined on each Trust Calculation Date in accordance with the following formula:

$$X + Y$$

where,

X = 0.15% of the aggregate Current Balance of Mortgage Loans in the Trust Property as at the last day of the immediately preceding Trust Calculation Period; and

Y = the product of: p and q where:

p = 24%; and

q = the "flexible cash Borrow-back capacity", being an amount equal to the difference between (1) the maximum amount of Cash Borrow-backs that Borrowers may make under Mortgage Loans included in the Trust Property (whether or not drawn) as at the last day of the immediately preceding Trust Calculation Period and (2) the aggregate current balance of Cash Borrow-backs on Mortgage Loans included in the Trust Property as at the last day of the immediately preceding Trust Calculation Period.

The Seller Share may be reduced below the Minimum Seller Share by the allocation of Losses and as a result of Denominator Reduction Amounts increasing the Issuer Share Percentage.

If, on a Trust Calculation Date which occurs whilst any Notes remain outstanding, the Seller Share on that Trust Calculation Date either is or would be less than the Minimum Seller Share for such Trust Calculation Date (determined, for the purposes of this calculation only, on the assumption that distributions of the Mortgages Trustee Available Principal Receipts due on the immediately following Distribution Date are made in accordance with the Mortgages Trustee Principal Priority of Payments as if no Seller Share Event had occurred but taking into account any Mandatory Seller Cash Contribution made on or prior to the immediately following Distribution Date) then a "**Seller Share Event**" will occur. A Seller Share Event may be cured by either:

- (a) a Seller Cash Contribution; and/or
- (b) the assignment of New Mortgage Loans by the Seller to the Mortgages Trustee for no cash consideration,

on or before the immediately following Trust Calculation Date (the "**Seller Share Event Cure Period**").

The occurrence of a Seller Share Event, unless cured within the Seller Share Event Cure Period, will (i) result in an increase in the Reserve Required Amount (see "*Credit Structure – Subordinated Loan Agreement, Reserve Fund and Liquidity Reserve Fund*" below) and (ii) constitute a Pass-Through Trigger Event. Following a Pass-Through Trigger Event, the Seller shall not be entitled to receive Principal Receipts until the Class A Notes and the Class M Notes have been redeemed in full.

The Seller may, but is not obliged to, make a Seller Cash Contribution (which may applied by the Mortgages Trustee towards the purchase of New Mortgage Loans and their Related Security) in order to cure a Seller Share Event or ensure that a Seller Share Event does not occur or otherwise to increase the Seller Share of the Trust Property. See also "*The Mortgages Trust – Contributions to the Mortgages Trust*" above.

Cash Management of Trust Property – Revenue Receipts

Under the Trust Property Cash Management Agreement, the Trust Property Cash Manager is responsible for distributing Mortgages Trustee Available Revenue Receipts on behalf of the Mortgages Trustee on each Distribution Date in accordance with the order of priority described in the following section.

Mortgages Trustee Revenue Priority of Payments

"**Mortgages Trustee Available Revenue Receipts**" will be calculated by the Trust Property Cash Manager on each Trust Calculation Date and will be an amount equal to the sum of (in each case in the immediately preceding Trust Calculation Period):

- (a) Revenue Receipts on the Mortgage Loans received during the immediately preceding Trust Calculation Period; and
- (b) interest payable to the Mortgages Trustee on the Mortgages Trustee Transaction Accounts and income received from any Permitted Investments, which has been received prior to the relevant Distribution Date; and
- (c) payments made by the Seller to the Mortgages Trustee to fund any Non-Cash Borrow-back as a result of payment holidays with respect to any Mortgage Loan in the Mortgage Portfolio during the immediately preceding Trust Calculation Period.

"**Revenue Receipts**" means any payment received in respect of any Mortgage Loan, whether as all or part of a monthly payment in respect of such Mortgage Loan, on redemption (including partial redemption) of such Mortgage Loan, on enforcement of such Mortgage Loan (including the proceeds of sale thereof and including all proceeds of enforcement of an All Monies Mortgage representing revenues that are due to the All Monies Mortgage Trustee), on the disposal of such Mortgage Loan or otherwise (including payments pursuant to any insurance policy and payments of Repurchase Price by the Seller) which in any such case is not a Principal Receipt and any recovery (whether of principal or interest) in respect of a Denominator Reduction Amount, other than any Non-Trust Amounts.

"**Non-Trust Amounts**" means:

- (a) amounts received from a Borrower in respect of:
 - (i) payments of insurance premia (if any) due to the Seller in respect of any Seller-arranged insurance policy to the extent not paid or payable by the Seller (or, to the extent that such insurance premia have been paid by the Seller in respect of any Further Advance granted in respect of any Mortgage Loan which is not re-purchased by the Seller, to reimburse the Seller);
 - (ii) amounts under a direct debit which are repaid to the bank making such payment if such bank is unable to recoup that amount itself from its customer's account, which amounts may be paid daily from monies on deposit in the Mortgages Trustee Transaction Accounts;
 - (iii) other charges which are due to the Seller including, for the avoidance of doubt, Early Repayment Charges;
 - (iv) any amount which represents an amount received from a Borrower which does not form part of that Borrower's Mortgage Account or comprises unpaid interest (but excluding, for the avoidance of doubt, any payments in arrear) as at the Closing Date and which is an amount owed by such Borrower in respect of any period prior to the Closing Date as and when identified by the Trust Property Cash Manager, which amount shall be for the account of the Seller; and
- (b) any All Monies Mortgage Consideration,

and to the extent that the Mortgages Trustee has received such an amount, an amount equal to such amount may be paid on any day to the third party to which such amount is due from monies on deposit in the Mortgages Trustee Transaction Accounts. For the avoidance of doubt, Non-Trust Amounts do not

form part of the Trust Property and the Mortgages Trustee shall hold any Non-Trust Amounts received by it on trust for the Seller or such other third party beneficial owner of such sums as the case may be.

"**Early Repayment Charge**" means any charge or fee which the mortgage conditions applicable to a Mortgage Loan require the relevant Borrower to pay in the event that all or part of that Mortgage Loan is repaid before a certain date.

On each Trust Calculation Date, the Trust Property Cash Manager will calculate and allocate the Issuer Revenue Share and the Seller Revenue Share and will then apply Mortgages Trustee Available Revenue Receipts on the following Distribution Date in the following order of priority (the "**Mortgages Trustee Revenue Priority of Payments**"):

- (a) in or towards payment of *pari passu* and *pro rata* (according to the respective amounts thereof), in each case from the Issuer Revenue Share and the Seller Revenue Share *pro rata* to the respective proportions of the Issuer Share Percentage and the Seller Share Percentage, amounts due to:
 - (i) the Mortgages Trustee in respect of its fees, expenses and remuneration payable under the provisions of the Mortgages Trust Deed;
 - (ii) third parties in respect of fees and expenses and all amounts due from the Mortgages Trustee in respect of the Mortgages Trust but only if:
 - (A) payment is not due as a result of a breach by the Mortgages Trustee of the documents to which it is a party; and/or
 - (B) payment has not already been provided for elsewhere;
 - (iii) the Mortgages Trustee Account Banks and in respect of Permitted Investments under the terms of the relevant Account Bank Agreement;
- (b) on any Distribution Date (i) occurring after the service of a Note Acceleration Notice and (ii) immediately preceding a Payment Date, from the Issuer Revenue Share only, to pay to the Issuer an amount equal to all amounts that the Issuer is required to pay to the Security Trustee (and any receiver appointed under the Deed of Charge) under paragraph (i) of the relevant Priority of Payments on the immediately following Payment Date plus, if applicable, the aggregate of any such amounts remaining unpaid in respect of previous Payment Dates;
- (c) *pari passu* and *pro rata* (according to the respective amounts thereof), in each case from the Issuer Revenue Share and the Seller Revenue Share *pro rata* to the respective proportions of the Issuer Share Percentage and the Seller Share Percentage, in or towards payment of amounts due or to become due prior to the next following Distribution Date:
 - (i) to the Administrator under the Administration Agreement and the Back-Up Administrator under the Back-Up Administration Agreement;
 - (ii) to the Back-Up Administrator Facilitator under the Administration Agreement;
 - (iii) to the Corporate Services Provider under the Corporate Services Agreement for services provided to the Mortgages Trustee; and
 - (iv) to the Trust Property Cash Manager under the Trust Property Cash Management Agreement and the Back-Up Trust Property Cash Manager under the Back-Up Trust Property Cash Management Agreement; and
- (d) to allocate and pay:
 - (i) the remainder of the Seller Revenue Share to the Seller; and
 - (ii) the remainder of the Issuer Revenue Share to the Issuer.

"Seller Revenue Share" means, in respect of any Trust Calculation Date, the total amount of the Mortgages Trustee Available Revenue Receipts on such Trust Calculation Date minus the Issuer Revenue Share as at such Trust Calculation Date.

"Issuer Revenue Share" means, in respect of any Trust Calculation Date, the lesser of:

- (a) Mortgages Trustee Available Revenue Receipts on such Trust Calculation Date; and
- (b) (i) an amount determined by multiplying the total amount of the Mortgages Trustee Available Revenue Receipts on such Trust Calculation Date by the Issuer Share Percentage (as determined on the Trust Calculation Date falling in the immediately preceding Trust Calculation Period or, in the case of the first Trust Calculation Date, as of the Closing Date);

plus

- (ii) an amount equal to the Basis Rate Swap Shortfall Amount in respect of such Trust Calculation Date.

"Basis Rate Swap Shortfall Amount" means, in respect of any Trust Calculation Date (a) the Net Monthly Issuer Amount in relation to such Trust Calculation Date, multiplied by (b) the Seller Share Percentage (as determined on the Trust Calculation Date falling in the immediately preceding Trust Calculation Period or, in the case of the first Distribution Date, as of the Closing Date). **"Net Issuer Amount"** means, in relation to any Interest Period the amount, if any, by which the amount paid by the Issuer under the Basis Rate Swap Agreement exceeds the amount paid by the Basis Rate Swap Provider.

"Net Monthly Issuer Amount" means, in relation to a Trust Calculation Date, the Net Issuer Amount for the Interest Period in which such Trust Calculation Date occurs, divided by three.

See the section entitled *"The Swap Agreements"* below for a detailed description of the Basis Rate Swaps.

Deferred Contribution

On each Payment Date prior to the delivery of an Enforcement Notice, the Issuer will make payments of Deferred Contribution to the Mortgages Trustee in accordance with the Issuer Pre-Acceleration Revenue Priority of Payments and the Issuer Pre-Acceleration Principal Priority of Payments, provided that no payments of Deferred Contribution will be made in accordance with the Issuer Pre-Acceleration Principal Priority of Payments until the occurrence of a Pass-Through Trigger Event. Following the delivery of an Enforcement Notice the Issuer will make payments of Deferred Contribution to the Mortgages Trustee on each Distribution Date in accordance with the Issuer Post-Acceleration Priority of Payments.

Upon receipt of such payments of Deferred Contribution, the Mortgages Trustee will pay to the Seller by way of Deferred Consideration an amount, if any, equal to the amount of such Deferred Contribution received from the Issuer on such Payment Date or Distribution Date (as applicable). Any such amount received by the Mortgages Trustee will not form part of the Trust Property but will instead be held by the Mortgages Trustee on a separate trust wholly for the benefit of the Seller until such amount is paid to the Seller.

The Mortgages Trustee may direct the Issuer to pay amounts of Deferred Contributions due under item (xxi) of the Issuer Pre-Acceleration Revenue Priority of Payments and item (vi) of the Issuer Pre-Acceleration Principal Priority of Payments (or, as the case may be, item (xvii) of the Issuer Post-Acceleration Priority of Payments) directly to the Seller in satisfaction of the Mortgages Trustee's obligation to pay Deferred Consideration to the Seller.

"Deferred Contribution" means the further cash contributions to the Mortgages Trustee to be made by the Issuer on each Payment Date (or, following service of an enforcement notice, each Distribution Date), subject to and in accordance with the relevant Priority of Payments, as part of the consideration provided by the Issuer to the Mortgages Trustee for the Issuer Share in the Trust Property.

The Trust Property Cash Manager shall distribute the Mortgages Trustee Available Revenue Receipts apportioned to the Issuer to the Issuer Transaction Accounts.

"Pass-Through Trigger Event" means the occurrence of one of the following:

- (i) the Step-Up Date;
- (ii) an Insolvency Event in respect of the Seller;
- (iii) a material breach of the Transaction Documents by the Seller;
- (iv) a debit entry is made on the Principal Deficiency Sub-Ledger for the Class Z Notes, that is in excess of 1% of the total balance outstanding in respect of all Note Classes, that has not been cured on the next following Payment Date;
- (v) a Seller Share Event that has not been cured prior to the expiration of the Seller Share Event Cure Period;
- (vi) the Reserve Fund or the Liquidity Fund are not fully funded;
- (vii) the redemption in full of the Class A1 Notes;
- (viii) the aggregate Current Balance of the Mortgage Loans in the Mortgage Portfolio which are then in arrears for 3 months or more is greater than or equal to 4% of the aggregate Current Balance of all Mortgage Loans in the Mortgage Portfolio;
- (ix) a Relevant Event has occurred and is continuing; or
- (x) if on a Trust Calculation Date immediately prior to performing the calculations, the balance on the Trust Replenishment Ledger is greater than or equal to 5% of the aggregate Current Balance of all the Mortgage Loans in the Mortgage Portfolio as at the last day of the Trust Calculation Period immediately preceding the Relevant Trust Calculation Date.

Cash Management of Trust Property – Principal Receipts

Under the Trust Property Cash Management Agreement, the Trust Property Cash Manager will also be responsible for distributing Mortgages Trustee Available Principal Receipts on behalf of the Mortgages Trustee on each Distribution Date in accordance with the order of priority described in the following section.

"Principal Receipts" means any payment which the records of the Administrator show is received in respect of principal in respect of any Mortgage Loan, whether as all or part of a Mortgage Payment in respect of such Mortgage Loan, on redemption (including partial redemption) of such Mortgage Loan, on enforcement or on the disposal of such Mortgage Loan or otherwise (including payments pursuant to any insurance policy and such portion of the Repurchase Price in respect of any repurchases of Mortgage Loans by the Seller pursuant to the Mortgage Sale Agreement that represents the principal amount outstanding of such Mortgage Loan and including all proceeds of enforcement of an All Monies Mortgage representing principal that are due to the All Monies Mortgage Trustee) (and which may include the amount of any overpayment in respect of any Mortgage Loan), together with any cash amounts standing to the credit of the Trust Replenishment Ledger, but excluding any amount of principal recovered in respect of a Denominator Reduction Amount and any Non-Trust Amounts.

Mortgages Trustee Principal Priority of Payments

On each Trust Calculation Date, the Trust Property Cash Manager shall calculate the amounts available for distribution to the Beneficiaries in accordance with the following provisions.

Principal Receipts received during the previous Trust Calculation Period (the **"Mortgages Trustee Available Principal Receipts"**) will be distributed on each Distribution Date to each of the Seller and the Issuer in accordance with the following provisions (the **"Mortgages Trustee Principal Priority of Payments"** and together with the Mortgages Trustee Revenue Priority of Payments, the **"Mortgages Trustee Priority of Payments"**):

- (a) on any Distribution Date prior to a Pass-Through Trigger Event:
 - (i) an amount equal to the lesser of (a) the amounts required by the Issuer to pay all amounts due under items (i) and (ii) of the Issuer Pre-Acceleration Principal Priority of

Payments on the immediately following Payment Date, and (b) all of the Mortgages Trustee Available Principal Receipts received during the previous Trust Calculation Period, shall be distributed to the Issuer; and

- (ii) the Seller Principal Payment Amount shall be distributed to the Seller;
- (a) on any Distribution Date following a Pass-Through Trigger Event:
- (i) an amount equal to the lesser of (a) the Issuer Share of the Trust Property, and (b) all of the Mortgages Trustee Available Principal Receipts received during the previous Trust Calculation Period shall be distributed to the Issuer; and
 - (ii) the Seller Principal Payment Amount shall be distributed to the Seller.

The "**Seller Principal Payment Amount**" means, with respect to a Trust Calculation Period, the amount of the Mortgages Trustee Available Principal Receipts (if any available) in respect of a Trust Calculation Period which are due to be distributed to the Seller following distribution of the Mortgages Trustee Available Principal Receipts to the Issuer on the immediately following Distribution Date following such Trust Calculation Period in accordance with the Mortgages Trustee Priority of Payments.

If the Issuer Share has been reduced to zero and the Seller Share is above zero, all Mortgages Trustee Available Principal Receipts shall be for the account of the Seller. If and for so long as the Seller Share is zero and the Issuer Share is above zero, all Mortgages Trustee Available Principal Receipts shall be for the account of the Issuer.

The Issuer Share Percentage and the Issuer Share and the Seller Share Percentage and the Seller Share used for the purposes of making distributions on a Distribution Date shall be determined on the Trust Calculation Date falling in the immediately preceding Trust Calculation Period or, in the case of the first Distribution Date, as of the Closing Date.

The Trust Property Cash Manager shall distribute the Mortgages Trustee Available Principal Receipts apportioned to the Issuer to the Issuer Transaction Accounts.

Losses

All Losses arising on the Mortgage Loans will be applied in reducing proportionately the Issuer Share of the Trust Property and the Seller Share of the Trust Property. The Issuer Share and the Seller Share of any Loss occurring in a particular Trust Calculation Period will be determined by multiplying the amount of such Loss by the Issuer Share Percentage determined on the Trust Calculation Date falling in such Trust Calculation Period, which will be allocated to the Issuer, and the remainder, which will be allocated to the Seller, on the Trust Calculation Date immediately following the Trust Calculation Period in which the Loss occurred.

Disposal of Trust Property

The Trust Property will be held on trust for the benefit of the Issuer and the Seller. Following the service of an Enforcement Notice, the Security Trustee (in enforcing the Issuer Security) shall be entitled, among other things, to sell the Issuer's rights as a beneficiary of the Mortgages Trust but shall not be obliged to do so except as set out in the Trust Deed and the Deed of Charge.

Pursuant to the terms of the Mortgages Trust Deed, the Seller has agreed not to sell, assign, transfer, convey, charge, declare a trust over, create any beneficial interest in, or otherwise dispose of the Seller Share in the Trust Property or any part thereof or any of the Seller's rights, title, interest or benefit in the Trust Property, other than pursuant to the Transaction Documents.

Additions to Trust Property – Increasing the Seller Share

The Seller is solely responsible for funding Cash Borrow-backs and the interest portion of non-Cash Borrow-backs resulting from payment holidays under Mortgage Loans. If a Borrower makes such a Borrow-back under a Mortgage Loan included in the Trust Property, then the Seller will be solely responsible for funding that Borrow-back. This means that for any Cash Borrow-back under a Mortgage Loan, the Seller will pay the amount of that Cash Borrow-back to the Borrower. A Cash Borrow-back

will increase the Current Balance of the relevant Mortgage Loan by the amount of that cash payment and, therefore, will increase the Trust Property. As a result, the Seller Share of the Trust Property will also be increased by the amount of that cash payment. It also means that for any Non-Cash Borrow-back under a Mortgage Loan resulting from a payment holiday, the Seller will, on a monthly basis, pay to the Mortgages Trustee an amount equal to the unpaid interest associated with that Non-Cash Borrow-back. As the unpaid interest on the Mortgage Loan accrues and is capitalised, the Current Balance of the relevant Mortgage Loan will increase resulting in an increase in the Trust Property. As a result, the Seller Share of the Trust Property will also be increased by the amount of such unpaid interest.

The Seller may, in order to cure a Seller Share Event or ensure that a Seller Share Event does not occur or otherwise at its discretion, from time to time make a Seller Cash Contribution to the Mortgages Trust as described in "*Minimum Seller Share*" above or by replenishing the Mortgage Portfolio with New Mortgage Loans as described in "*The Mortgages Trust – Contributions to the Mortgages Trust*" above.

Termination of the Mortgages Trust

The Mortgages Trust will terminate on the date on which there is no remaining Trust Property or if earlier, such date as may be requested in writing by the Seller to the Mortgages Trustee (which shall be copied to the Trust Property Cash Manager and the Issuer) being on or after the date on which all of the Notes have been redeemed in full by the Issuer or the Issuer Share of the Trust Property has been reduced to zero or such other date which may be agreed between the Mortgages Trustee, the Issuer and the Seller.

Retirement of Mortgages Trustee

The Mortgages Trustee will not be entitled to retire or otherwise terminate its appointment. The Seller and the Issuer will not be permitted to replace the Mortgages Trustee.

Governing Law

The Mortgages Trust Deed and any non-contractual obligation arising in or out of or in relation to the Mortgages Trust Deed will be governed by English law.

CASHFLOWS

Distribution of Issuer Available Revenue Receipts prior to enforcement of the Issuer Security

Definition of Issuer Available Revenue Receipts

"**Issuer Available Revenue Receipts**" for the Issuer in respect of any Payment Date will be calculated by the Issuer Cash Manager on the Payment Calculation Date immediately preceding that Payment Date and will be an amount equal to the sum of (without double counting):

- (a) all amounts received by the Issuer in accordance with the Mortgages Trustee Revenue Priority of Payments, in each case during the period from (but excluding) the immediately preceding Payment Date to (and including) that Payment Date;
- (b) amounts to be received by the Issuer under the Basis Rate Swap Agreements from (but excluding) the immediately preceding Payment Date to (and including) the relevant Payment Date (other than (i) swap collateral standing to the credit of or to be credited to the Issuer Swap Collateral Accounts; (ii) any early termination amount received by the Issuer under a Basis Rate Swap Agreement to the extent used to purchase any replacement basis rate swap on or prior to the Payment Date following the Payment Date immediately following the termination of such Basis Rate Swap Agreement; and (iii) any amount received by the Issuer by way of any premium paid by any replacement basis rate swap provider which shall be applied to pay any termination payment under such basis rate swap being replaced);
- (c) interest payable to the Issuer on the Issuer Transaction Accounts and income received from any Permitted Investments which has been or will be received on or before the relevant Payment Date;
- (d) amounts standing to the credit of the Reserve Fund (including the proceeds of any Further Subordinated Loan);
- (e) amounts standing to the credit of the Liquidity Reserve Fund (except that such amounts shall not be used to pay item (ix) in the Issuer Pre-Acceleration Revenue Priority of Payments); and
- (f) the amount of Issuer Available Principal Receipts (if any) which are to be applied on the relevant Payment Date to pay items (i) to (viii) and item (x) of the Issuer Pre-Acceleration Revenue Priority of Payments.

On each Payment Calculation Date, the Issuer Cash Manager will calculate whether there will be a deficit of Issuer Available Revenue Receipts to pay or provide for items (i) to (viii) and item (x) of the Issuer Pre-Acceleration Revenue Priority of Payments on the immediately following Payment Date. Subject as provided below, if there is such a deficit (after taking into account firstly, the Reserve Fund and secondly, the Liquidity Reserve Fund), then the Issuer Cash Manager will pay or provide for that deficit by applying amounts standing to the credit of the Issuer Transaction Accounts and representing a credit to the Principal Ledger, if any, and the Issuer Cash Manager will make a corresponding debit entry in the Principal Deficiency Ledger. Issuer Available Principal Receipts may not, however, be used to pay interest on any Class of Notes if the application of such interest by the Issuer would create or increase a principal deficiency in respect of a more Senior Class of Notes and amounts ranking in priority thereto.

"**Payment Calculation Date**" means the day falling two Business Days prior to each Payment Date.

"**Issuer Swap Collateral Accounts**" means the Issuer Cash Swap Collateral Account and the Issuer Securities Swap Collateral Account.

"**Issuer Cash Swap Collateral Account**" means the account opened in the name of the Issuer at the Issuer Cash Swap Collateral Account Bank for the purposes of holding cash collateral posted in connection with the Standby Basis Rate Swap Agreement.

"**Issuer Securities Swap Collateral Account**" means the custody account opened in the name of the Issuer at the Issuer Securities Swap Collateral Account Bank for the purposes of holding securities posted as collateral in connection with the Standby Basis Rate Swap Agreement.

Issuer Pre-Acceleration Revenue Priority of Payments

The Deed of Charge sets out the order of priority of distribution by the Issuer Cash Manager, prior to the service of a Note Acceleration Notice, of Issuer Available Revenue Receipts on each Payment Date. As at the Closing Date, the order of priority will be as described in this section.

Prior to the service of a Note Acceleration Notice, on (a) each Payment Date or (b) the date when due in respect of amounts provided for on the preceding Payment Date under items (i), (ii), (iv) or (v) below or amounts due to third parties under item (iii) below, the Issuer Cash Manager will apply Issuer Available Revenue Receipts in the following order of priority (the "**Issuer Pre-Acceleration Revenue Priority of Payments**"):

- (i) *first, pari passu* and *pro rata* according to the respective amounts thereof, in or towards payment of amounts due to the Note Trustee and/or the Security Trustee and/or any Appointee of the Note Trustee in accordance with the Trust Deed and/or the Security Trustee in accordance with the Deed of Charge, in either case, under or in connection with the Transaction Documents, together with interest on those amounts, and to provide for any amounts due or to become due during the following Interest Period to the Note Trustee and the Security Trustee or any such Appointee, under the Trust Deed, the Deed of Charge or any other Transaction Document;
- (ii) *second, pari passu* and *pro rata* according to the respective amounts thereof, in or towards payment of amounts due to the Paying Agents and the Agent Bank together with interest on those amounts, and to provide for any costs, charges, liabilities and expenses due or to become due during the following Interest Period to the Paying Agents and the Agent Bank under the Paying Agent and Agent Bank Agreement;
- (iii) *third, pari passu* and *pro rata* according to the respective amounts thereof, in or towards payment of amounts due to any third party creditor of the Issuer (other than those referred to elsewhere in this Issuer Pre-Acceleration Revenue Priority of Payments or in the Issuer Pre-Acceleration Principal Priority of Payments), of which the Issuer Cash Manager has notice prior to the relevant Payment Date, which amounts have been incurred without breach by the Issuer of the Transaction Documents to which it is a party and for which payment has not been provided elsewhere and to provide for any such amounts expected to become due and payable during the following Interest Period by the Issuer;
- (iv) *fourth*, in or towards payment to the Issuer of an amount equal to the Issuer's liability or possible liability to account to HMRC for VAT or corporation tax (which cannot be met out of amounts previously retained by the Issuer as profit under item (xiv) below);
- (v) *fifth, pari passu* and *pro rata* according to the respective amounts thereof, in or towards payment of amounts due to the Issuer Cash Manager under the Issuer Cash Management Agreement, in respect of the Back-Up Issuer Cash Manager under the Back-Up Issuer Cash Management Agreement and in respect of any fees and expenses of Holdings, the Corporate Services Provider under the Corporate Services Agreement, the Issuer Account Banks under the Account Bank Agreements, the Issuer Cash Swap Collateral Account Bank under the Swap Collateral Account Bank Agreement, the Issuer Securities Swap Collateral Account Bank under the Swap Collateral Account Bank Agreement, and to provide for any amounts due, or to become due in the immediately succeeding Interest Period, to the Issuer Cash Manager under the Issuer Cash Management Agreement, the Back-Up Issuer Cash Manager under the Back-Up Issuer Cash Management Agreement or in respect of any fees and expenses of Holdings, to the Corporate Services Provider under the Corporate Services Agreement, to the Issuer Account Banks under the Account Bank Agreements, to the Issuer Cash Collateral Account Bank under the Swap Collateral Account Bank Agreement, to the Issuer Securities Collateral Account Bank under the Swap Collateral Account Bank Agreement and to the Mortgages Trustee under the Mortgages Trust Deed;
- (vi) *sixth*, in or towards payment of amounts due to the Standby Basis Rate Swap Provider (other than amounts due under item (xvii) below);
- (vii) *seventh*, in or towards payment of amounts due to the Initial Basis Rate Swap Provider (other than amounts due under item (xviii) below);

- (viii) *eighth, pari passu* and *pro rata* according to the respective amounts thereof:
 - (a) in or towards payment of amounts of interest due and payable on the Class A1 Notes to the holders of the Class A1 Notes; and
 - (b) in or towards payment of amounts of interest due and payable on the Class A2 Notes to the holders of the Class A2 Notes;
- (ix) *ninth*, in or towards a credit to the Principal Deficiency Sub-Ledger for the Class A Notes in an amount necessary to eliminate any debit on that ledger;
- (x) *tenth*, in or towards payment of amounts of interest due and payable (including deferred interest) on the Class M Notes to the holders of the Class M Notes;
- (xi) *eleventh*, in replenishment of the Liquidity Reserve Fund up to the Liquidity Reserve Required Amount;
- (xii) *twelfth*, in or towards a credit to the Principal Deficiency Sub-Ledger for the Class M Notes in an amount necessary to eliminate any debit on that ledger;
- (xiii) *thirteenth*, in replenishment of the Reserve Fund up to the Reserve Required Amount;
- (xiv) *fourteenth*, in or towards payment to the Issuer of an amount equal to £4,575 on each Payment Date up to and including the Payment Date falling in October 2015 and £675 on each Payment Date thereafter in each case to be credited to the Issuer Transaction Accounts and to be retained by the Issuer as profit in respect of the business of the Issuer;
- (xv) *fifteenth*, in or towards payment of amounts of interest due and payable (including deferred interest) on the Class Z Notes;
- (xvi) *sixteenth*, in or towards a credit to the Principal Deficiency Sub-Ledger for the Class Z Notes in an amount necessary to eliminate any debit on that ledger;
- (xvii) *seventeenth*, in or towards payment of any termination payment to the Standby Basis Rate Swap Provider following a Standby Basis Rate Swap Provider Default or a Standby Basis Rate Swap Provider Downgrade Event;
- (xviii) *eighteenth*, in or towards payment of any termination payment to the Initial Basis Rate Swap Provider following an Initial Basis Rate Swap Provider Default or an Initial Basis Rate Swap Provider Downgrade Event;
- (xix) *nineteenth*, in or towards payment to the Subordinated Loan Provider of amounts due under the Subordinated Loan Agreement other than principal;
- (xx) *twentieth*, in or towards payment to the Subordinated Loan Provider of principal under the Subordinated Loan Agreement; and
- (xxi) *twenty first*, the remainder, if any, in payment of the Deferred Contribution due to the Mortgages Trustee pursuant to the terms of the Mortgages Trust Deed.

For the avoidance of doubt, other than in respect of a debit entry relating to principal losses on the Mortgage Loans, where amounts are stated as being credited to or, as applicable, debited from, a ledger of the Issuer, there shall be a corresponding retention in, or payment from, the relevant Issuer Transaction Account in respect of such credit or debit.

"**Appointee**" means any attorney, manager, agent, delegate, nominee, Receiver, custodian or other person properly appointed by the Note Trustee under the Trust Deed or by the Security Trustee under the Deed of Charge (as applicable) to discharge any of its functions.

"**Initial Basis Rate Swap Provider Default**" means the occurrence of an Event of Default (as defined in the Initial Basis Rate Swap Agreement) where the Initial Basis Rate Swap Provider is the Defaulting Party (as defined in the Initial Basis Rate Swap Agreement).

"Initial Basis Rate Swap Provider Downgrade Event" means the occurrence of an Additional Termination Event (as defined in the Initial Basis Rate Swap Agreement) following a failure by the Initial Basis Rate Swap Provider to comply with the requirements of the ratings downgrade provisions set out in the Initial Basis Rate Swap Agreement.

"Interest Period" means the period from (and including) a Payment Date (except in the case of the first Payment Date, where it shall be the period from (and including) the Closing Date) to (but excluding) the next succeeding (or first) Payment Date.

"Issuer Profit Ledger" means a ledger of each Issuer Transaction Account which records all amounts retained by the Issuer as profit pursuant to item (xiv) of the Issuer Pre-Acceleration Revenue Priority of Payments and item (xiv) of the Issuer Post-Acceleration Priority of Payments.

"Standby Basis Rate Swap Provider Default" means the occurrence of an Event of Default (as defined in the Standby Basis Rate Swap Agreement) where the Standby Basis Rate Swap Provider is the Defaulting Party (as defined in the Standby Basis Rate Swap Agreement).

"Standby Basis Rate Swap Provider Downgrade Event" means the occurrence of an Additional Termination Event (as defined in the Standby Basis Rate Swap Agreement) following a failure by the Standby Basis Rate Swap Provider to comply with the requirements of the ratings downgrade provisions set out in the Standby Basis Rate Swap Agreement.

Distribution of Issuer Available Principal Receipts

"Issuer Available Principal Receipts" for the Issuer in respect of any Payment Date will be calculated by the Issuer Cash Manager on the Payment Calculation Date immediately preceding that Payment Date and will be an amount equal to the sum of:

- (a) the Mortgages Trustee Available Principal Receipts paid by the Mortgages Trustee to the Issuer during the period from (but excluding) the immediately preceding Payment Date to (and including) that Payment Date;
- (b) any amounts already standing to the credit of the Issuer Principal Ledger; and
- (c) all Issuer Available Revenue Receipts which are to be applied on that Payment Date to credit any Principal Deficiency Ledger for any Class of Notes issued by the Issuer.

Distribution of Issuer Available Principal Receipts prior to enforcement of the Issuer Security

Issuer Pre-Acceleration Principal Priorities of Payments

Prior to the service of a Note Acceleration Notice, the Issuer, or the Issuer Cash Manager on its behalf, will apply any Issuer Available Principal Receipts on each Payment Date in the following manner (the **"Issuer Pre-Acceleration Principal Priority of Payments"**):

- (i) *first*, to the extent that Issuer Available Revenue Receipts are insufficient to pay items (i) to (viii) and item (x) of the Issuer Pre-Acceleration Revenue Priority of Payments, in or towards the amount of any Revenue Shortfall on such Payment Date to be included in Issuer Available Revenue Receipts and applied in accordance with the Issuer Pre-Acceleration Revenue Priority of Payments;
- (ii) *second*, to pay:
 - (a) prior to a Pass-Through Trigger Event the Class A1 Notes Principal Payment Amount; and
 - (b) following a Pass-Through Trigger Event, to redeem the Class A1 Notes until the Class A1 Notes have been redeemed in full;
- (iii) *third*, following a Pass-Through Trigger Event, to redeem the Class A2 Notes until the Class A2 Notes have been redeemed in full;

- (iv) *fourth*, following a Pass-Through Trigger Event, to redeem the Class M Notes until the Class M Notes have been redeemed in full;
- (v) *fifth*, following a Pass-Through Trigger Event, to redeem the Class Z Notes until the Class Z Notes have been redeemed in full; and
- (vi) *sixth*, following a Pass-Through Trigger Event, the remainder, if any, in payment of Deferred Contribution due to the Mortgages Trustee pursuant to the terms of the Mortgages Trust Deed.

"Class A1 Notes Principal Payment Amount" means prior to a Pass-Through Trigger Event the Target Amortisation Amount in respect of the Class A1 Notes.

Prior to the occurrence of a Pass-Through Trigger Event, any Issuer Available Principal Receipts standing to the credit of the Issuer Principal Ledger in excess of amounts required to pay items (i) and (ii) of the Issuer Pre-Acceleration Principal Priority of Payments (above) shall be retained in the Issuer Transaction Account to be applied as Issuer Available Principal Receipts on the immediately following Payment Date.

Distribution of all receipts following enforcement of the Issuer Security

Issuer Post-Acceleration Priority of Payments

Following the service of a Note Acceleration Notice, the Issuer, or the Issuer Cash Manager on its behalf, or following the service of an Enforcement Notice, the Security Trustee (or a receiver of the Issuer appointed by the Security Trustee pursuant to the Deed of Charge), will apply all amounts received or recovered by it (other than any amount standing to the credit of any Issuer Swap Collateral Account which is payable to the Standby Basis Rate Swap Provider in accordance with the Standby Basis Rate Swap Agreement) on each Distribution Date in the following manner (the "**Issuer Post-Acceleration Priority of Payments**" and, together with the Issuer Pre-Acceleration Revenue Priority of Payments and the Issuer Pre-Acceleration Principal Priorities of Payments, each a "**Priority of Payments**"):

- (i) *first, pari passu and pro rata* according to the respective amounts thereof, in or towards payment of amounts due to the Note Trustee and/or the Security Trustee and/or any Appointee of the Note Trustee in accordance with the Trust Deed and/or the Security Trustee in accordance with the Deed of Charge, in either case under or in connection with the Transaction Documents together with interest and on those amounts and to provide for any amounts then due or to become due and payable to the Note Trustee and/or the Security Trustee and/or any such Appointee under the provisions of the Trust Deed, the Deed of Charge and any other Transaction Document;
- (ii) *second, pari passu and pro rata* according to the respective amounts thereof, in or towards payment of amounts due to the Paying Agents and the Agent Bank together with interest on those amounts, and to provide for any costs, charges, liabilities and expenses then due or to become due and payable to the Paying Agents and the Agent Bank under the Paying Agent and Agent Bank Agreement;
- (iii) *third*, in or towards payment of amounts due and payable to the Corporate Services Provider under the Corporate Services Agreement;
- (iv) *fourth, pari passu and pro rata* according to the respective amounts thereof, in or towards payment of amounts due and payable to the Issuer Cash Manager under the Issuer Cash Management Agreement, the Back-Up Issuer Cash Manager under the Back-Up Issuer Cash Management Agreement and in respect of any fees and expenses of Holdings, and to the Issuer Account Banks under the Account Bank Agreements, to the Issuer Cash Swap Collateral Account Bank under the Swap Collateral Account Bank Agreement and to the Issuer Securities Swap Collateral Account Bank under the Swap Collateral Account Bank Agreement;
- (v) *fifth*, in or towards payment of amounts due to the Standby Basis Rate Swap Provider (other than amounts due and payable under item (x) below);
- (vi) *sixth*, in or towards payment of amounts due to the Initial Basis Rate Swap Provider (other than amounts due and payable under item (xi) below);
- (vii) *seventh, pari passu and pro rata* according to the respective amounts thereof:

- (a) in or towards payment of amounts of interest due and payable on the Class A1 Notes and to repay principal on the Class A1 Notes to the holders of the Class A1 Notes until the Class A1 Notes have been repaid in full; and
- (b) in or towards payment of amounts of interest due and payable on the Class A2 Notes and to repay principal on the Class A2 Notes to the holders of the Class A2 Notes until the Class A2 Notes have been repaid in full;
- (viii) *eighth*, in or towards payment of amounts of interest due and payable (including deferred interest) and to repay principal on the Class M Notes to the holders of the Class M Notes until the Class M Notes have been repaid in full;
- (ix) *ninth*, in or towards payment of amounts of interest due and payable (including deferred interest) and to repay principal on the Class Z Notes to the holders of the Class Z Notes until the Class Z Notes have been repaid in full;
- (x) *tenth*, in or towards payment of any termination payment to the Standby Basis Rate Swap Provider following a Standby Basis Rate Swap Provider Default or a Standby Basis Rate Swap Provider Downgrade Event;
- (xi) *eleventh*, in or towards payment of any termination payment to the Initial Basis Rate Swap Provider following an Initial Basis Rate Swap Provider Default or an Initial Basis Rate Swap Provider Downgrade Event;
- (xii) *twelfth*, in or towards payment to the Subordinated Loan Provider of amounts due under the Subordinated Loan Agreement other than principal;
- (xiii) *thirteenth*, in or towards payment to the Subordinated Loan Provider of principal under the Subordinated Loan Agreement;
- (xiv) *fourteenth*, in or towards payment to the Issuer of an amount equal to £4,575 on each Payment Date up to and including the Payment Date falling in October 2015 and £675 on each Payment Date thereafter in each case to be credited to the Issuer Transaction Accounts and to be retained by the Issuer as profit in respect of the business of the Issuer;
- (xv) *fifteenth*, in or towards payment of amounts due to any third party creditor of the Issuer of which the Issuer Cash Manager has notice prior to the relevant date on which amounts are paid out under this Issuer Post-Acceleration Priority of Payments;
- (xvi) *sixteenth*, in or towards payment to HMRC of an amount equal to the Issuer's liability to account to HMRC for VAT or corporation tax (which cannot be met out of amounts previously retained by the Issuer as profit under item (xiv) above); and
- (xvii) *seventeenth*, the remainder, if any, in payment of any Deferred Contribution due to the Mortgages Trustee pursuant to the terms of the Mortgages Trust Deed.

CREDIT STRUCTURE

The Notes will be the obligations of the Issuer only and will not be obligations of, or the responsibility of, or guaranteed by, any Other Party. However, the following features of the transaction enhance the likelihood of timely receipt of payments to Noteholders:

- (a) the Issuer will on the Closing Date make a drawing under the Subordinated Loan Agreement in order to establish a Reserve Fund and a Liquidity Reserve Fund to meet shortfalls in Issuer Available Revenue Receipts;
- (b) a shortfall in the amount of Issuer Available Revenue Receipts available to pay items (i) through (viii) and (x) of the Issuer Pre-Acceleration Revenue Priority of Payments shall, following application of any amounts standing to the credit of the Reserve Fund and the Liquidity Reserve Fund (in that order), be met from Issuer Available Principal Receipts (**provided that** such Issuer Available Principal Receipts, if any shall not be used to pay interest to any Class of Notes if the application of such principal by the Issuer would create or increase a principal deficiency in respect of the Class A Notes and amounts ranking in priority thereto); and
- (c) the payments on the Class M Notes and the Class Z Notes will be subordinated to payments on the Class A Notes.

Subordinated Loan Agreement, Reserve Fund and Liquidity Reserve Fund

Reserve Fund and Liquidity Reserve Fund

On the Closing Date, the Reserve Fund and the Liquidity Reserve Fund will be established by the Issuer making a drawing under a subordinated loan agreement (the "**Subordinated Loan Agreement**") in the sum of £52,960,000, which will, on the Closing Date, be deposited in the Issuer Transaction Account to credit the Reserve Fund as to £26,112,000 and the Liquidity Reserve Fund as to £22,848,000, and £4,000,000 to satisfy the expenses of the Issuer. Amounts in, firstly, the Reserve Fund and, secondly, the Liquidity Reserve Fund may be utilised by the Issuer to help meet any deficit in the amount of Issuer Available Revenue Receipts which are allocated to make payments under the Class A Notes and the Class M Notes. The Issuer will also, if the Subordinated Loan Provider agrees, make further drawdowns under the Subordinated Loan Agreement (each such drawdown, a "**Further Subordinated Loan**") in order to fund the Reserve Fund up to the Reserve Required Amount, should the Reserve Required Amount be increased at the option of the Seller, **provided that** the aggregate drawings under the Subordinated Loan Agreement shall not exceed 10 per cent. of the aggregate Principal Amount Outstanding of the Notes on the Closing Date.

The Issuer Cash Manager will maintain a ledger to record the balance from time to time of the Reserve Fund (the "**Reserve Ledger**"). On any Payment Date when the Issuer Available Revenue Receipts are sufficient to pay in full all amounts of interest due under the Class A Notes and the Class M Notes and to eliminate all debits on the Principal Deficiency Sub-Ledger maintained in respect of each of the Class A Notes and the Class M Notes in accordance with the Issuer Pre-Acceleration Revenue Priority of Payments, monies will be applied to increase the Reserve Fund up to the Reserve Required Amount with the Reserve Fund retained in the Issuer Transaction Account and/or invested in Permitted Investments.

The "**Reserve Required Amount**" as at a particular Payment Date will be:

- (A) the product of (a) and (b) where:
 - (a) is:
 - (i) if a Seller Share Event has occurred and is continuing, 2.0, or
 - (ii) otherwise 1.0; and
 - (b) is the greater of:
 - (i) £13,056,000; and

- (ii) the lesser of:
 - (x) £26,112,000; and
 - (y) an amount equal to 4% of the Principal Amount Outstanding of the Class A Notes and the Class M Notes (prior to the application of Issuer Available Principal Receipts on such Payment Date); or
- (B) such higher amount as may be determined by the Seller; or
- (C) on any Payment Date which is a Reserve Shortfall Payment Date, the greater of (a) the amount determined in accordance with paragraph (A) or (B) above and (b) the Reserve Required Amount as at the immediately preceding Payment Date or the Closing Date in the case of the First Payment Date.

If, on any Payment Date, the Reserve Required Amount is reduced, the amount of any monies in the Reserve Fund which exceed the Reserve Required Amount will be applied as Issuer Available Revenue Receipts.

The Issuer Cash Manager will also maintain a ledger to record the balance from time to time of the Liquidity Reserve Fund (the "**Liquidity Reserve Ledger**"). On any Payment Date when the Issuer Available Revenue Receipts are sufficient to pay in full all amounts of interest due under the Class A Notes and the Class M Notes in accordance with the Issuer Pre-Acceleration Revenue Priority of Payments, monies will be retained in the Issuer Transaction Account and applied to increase the Liquidity Reserve Fund up to the Liquidity Reserve Required Amount.

The "**Liquidity Reserve Required Amount**" as at a particular Payment Date will be either:

- (A) the greater of:
 - (i) £11,424,000; and
 - (ii) the lesser of
 - (x) £22,848,000; and
 - (y) an amount equal to 3.5% of the Principal Amount Outstanding of the Class A Notes and the Class M Notes (prior to the application of Issuer Available Principal Receipts on such Payment Date), or
- (B) on any Payment Date which is a Reserve Shortfall Payment Date or on the Payment Calculation Date in relation to which a Seller Share Event has occurred and is continuing, the greater of (a) the amount determined in accordance with paragraph (A) above and (b) the Liquidity Reserve Required Amount as at the immediately preceding Payment Date or the Closing Date in the case of the First Payment Date.

If, on any Payment Date, the Liquidity Reserve Required Amount is reduced, the amount of any monies in the Liquidity Reserve Fund which exceed the Liquidity Reserve Required Amount will be applied as Issuer Available Revenue Receipts.

Following the service of a Note Acceleration Notice, amounts standing to the credit of the Reserve Ledger and the Liquidity Reserve Ledger will be applied in making payments on the Notes in accordance with the Issuer Post-Acceleration Priority of Payments.

"**Reserve Shortfall Payment Date**" means a Payment Date on which (i) the amount standing to the credit of the Reserve Fund immediately prior to the operation of the Issuer Pre-Acceleration Revenue Priority of Payments on such Payment Date is less than the Reserve Required Amount as at the immediately preceding Payment Date and/or (ii) the amount standing to the credit of the Liquidity Reserve Fund immediately prior to the operation of the Issuer Pre-Acceleration Revenue Priority of Payments on such Payment Date is less than the Liquidity Reserve Required Amount as at the immediately preceding Payment Date.

Issuer Principal Ledger and Principal Deficiency Ledger

A principal ledger (the "**Issuer Principal Ledger**") will be established by the Issuer on the Closing Date. The Issuer Principal Ledger will be credited with the amount of Principal Receipts distributed by the Mortgages Trustee to the Issuer on each Distribution Date, (such Principal Receipts being credited to one or both of the Issuer Transaction Accounts) and debited with the amount of such Principal Receipts applied by the Issuer on each Payment Date in accordance with the relevant Priority of Payments and any amount used to meet a Revenue Shortfall (as defined below). In addition, a principal deficiency ledger (the "**Principal Deficiency Ledger**") will be established for the Issuer on the Closing Date to record (i) any principal losses (including, at any time when the Seller Share is equal to zero, set-off losses) on the Mortgage Loans allocated by the Mortgages Trustee to the Issuer Share of the Trust Property as described in the section entitled "*Cashflows – Distribution of Issuer Available Principal Receipts*" and (ii) the application of Issuer Available Principal Receipts to make up a Revenue Shortfall.

On the Closing Date, the Principal Deficiency Ledger will be divided into three sub-ledgers which will correspond to each of the Class A Notes, the Class M Notes and the Class Z Notes (each such sub-ledger, a "**Principal Deficiency Sub-Ledger**"). The sub-ledger for each Class of Notes will show separate entries for each Class of Notes.

As described in the section entitled "*Issuer Pre-Acceleration Revenue Priority of Payments*", Issuer Available Revenue Receipts will, on each Payment Date, be applied as follows:

- (a) *first, provided that* interest due and overdue on the Class A Notes has been paid in full, in or towards payment of the amounts necessary to reduce to zero the balance in respect of the Class A Notes on the Principal Deficiency Sub-Ledger for the Class A Notes, pursuant to item (ix) of the Issuer Pre-Acceleration Revenue Priority of Payments (such amounts to be applied to the Class A1 Notes and the Class A2 Notes on a *pro rata* and *pari passu* basis);
- (b) *second, provided that* interest due and overdue on the Class M Notes has been paid in full and the Liquidity Reserve has been replenished up to the Liquidity Reserve Required Amount, in or towards payment of the amounts necessary to reduce to zero the balance in respect of the Class M Notes on the Principal Deficiency Sub-Ledger for the Class M Notes, pursuant to item (xii) of the Issuer Pre-Acceleration Revenue Priority of Payments; and
- (c) *third, provided that* interest due and overdue on the Class Z Notes has been paid in full, in or towards payment of the amounts necessary to reduce to zero the balance in respect of the Class Z Notes on the Principal Deficiency Sub-Ledger for the Class Z Notes, pursuant to item (xvi) of the Issuer Pre-Acceleration Revenue Priority of Payments.

Use of Principal Receipts and the subordinated loan to pay Issuer income deficiency

On each Payment Calculation Date, the Issuer Cash Manager will calculate whether there will be an excess or a deficit of Issuer Available Revenue Receipts to pay items (i) to (viii) and item (x) of the Issuer Pre-Acceleration Revenue Priority of Payments.

If there is a deficit in the amount of Issuer Available Revenue Receipts to make such payments (after taking into account, firstly, the Reserve Fund and secondly, the Liquidity Reserve Fund) (the amount of such deficit being a "**Revenue Shortfall**"), then the Issuer shall pay or provide for that deficit by the application of funds standing to the credit of the Issuer Principal Ledger, if any, **provided that** Issuer Available Principal Receipts shall not be used to pay interest in respect of a Class of Notes if and to the extent that would result in a deficiency being recorded, or an existing deficiency being increased, on a principal deficiency sub-ledger relating to a Class of Notes that is senior to that Class of Notes. The Issuer Cash Manager shall make debit entries in the Principal Deficiency Sub-Ledgers as follows:

- (a) *first*, on the Principal Deficiency Sub-Ledger for the Class Z Notes, until the balance of that Sub-Ledger is equal to the then aggregate Principal Amount Outstanding of the Class Z Notes;
- (b) *second*, on the Principal Deficiency Sub-Ledger for the Class M Notes, until the balance of that Sub-Ledger is equal to the then aggregate Principal Amount Outstanding of the Class M Notes; and

- (c) *third*, on the Principal Deficiency Sub-Ledger for the Class A Notes, until the balance of that Sub-Ledger is equal to the then aggregate Principal Amount Outstanding of the Class A Notes. For the avoidance of doubt, the shortfall shall apply to the Class A1 Notes and the Class A2 Notes on a *pro rata* and *pari passu* basis in accordance with the Priorities of Payments.

The Issuer shall apply any excess Issuer Available Revenue Receipts to extinguish or reduce any balance on the Principal Deficiency Ledger, as described in "*Principal Deficiency Ledger*" above. On each Payment Date, any Issuer Available Revenue Receipts so applied to extinguish or reduce such balance on the Principal Deficiency Ledger shall be credited to the Issuer Principal Ledger applied on such Payment Date in accordance with the Issuer Pre Acceleration Principal Priority of Payments.

If, in respect of any Payment Date, there is found to be a deficit of Issuer Available Revenue Receipts to pay items (i) to (xv) of the Issuer Pre-Acceleration Revenue Priority of Payments the Issuer may (but is not obliged to) make a drawing under the Subordinated Loan Agreement and apply such amount to satisfy such deficit.

Swap Agreements

On the Closing Date, the Issuer will enter into the Initial Basis Rate Swap Agreement with the Initial Basis Rate Swap Provider and the Standby Basis Rate Swap Agreement with the Standby Basis Rate Swap Provider.

The Swap Agreements are described in more detail in the section entitled "*The Swap Agreements*" below.

The Class M Notes and the Class Z Notes

Payments of interest to be made on the Notes will be prioritised so that interest payments on the Class M Notes will be subordinated to interest payments on the Class A Notes and interest payments on the Class Z Notes will be subordinated to interest payments on the Class A Notes and the Class M Notes, in accordance with the Issuer Pre-Acceleration Revenue Priority of Payments.

Any shortfall in payments of interest due on the Class M Notes and the Class Z Notes on any Payment Date will be deferred until the immediately succeeding Payment Date. On such immediately succeeding Payment Date, the amount of interest due on the Class M Notes and the Class Z Notes will be increased to take account of any deferred interest. If on that Payment Date there is still a shortfall, that shortfall will be deferred again. This deferral process will continue until the Final Payment Date of the Notes or any earlier date on which the Notes are redeemed in full, at which point if there is insufficient money available to pay interest on the Class M Notes and the Class Z Notes, the Class M Noteholders and the Class Z Noteholders may not receive all interest amounts payable on the Class M Notes and the Class Z Notes.

The Issuer is not able to defer payments of interest due on any Payment Date in respect of the Class A Notes. After the expiry of any applicable grace period, the failure to pay interest on the Class A Notes will be a Note Event of Default.

The Class A Notes, the Class M Notes and the Class Z Notes will be constituted by the Trust Deed and the holders thereof will share the Issuer Security with the Secured Creditors. The Class A Notes will rank in priority to the Class M Notes and the Class Z Notes and the Class M Notes will rank in priority to the Class Z Notes.

Mortgages Trustee Transaction Accounts

All amounts held by the Mortgages Trustee will be deposited in one or both accounts in the name of the Mortgages Trustee held at the Mortgages Trustee Account Banks (the "**Mortgages Trustee Transaction Accounts**"). The Mortgages Trustee (or the Trust Property Cash Manager on its behalf) may invest sums standing to the credit of the Mortgages Trustee Transaction Accounts in Permitted Investments.

Issuer Transaction Accounts

All amounts held by the Issuer will be deposited in one or both accounts in the name of the Issuer held at the Issuer Account Banks (the "**Issuer Transaction Accounts**") with the Issuer Account Banks. The

Issuer (or the Issuer Cash Manager on its behalf) may invest sums standing to the credit of the Issuer Transaction Accounts in Permitted Investments.

"Permitted Investments" means (a) Sterling gilt-edged securities; and (b) Sterling demand or time deposits, certificates of deposit and short-term debt obligations (including commercial paper), **provided that** in all cases such investments:

- (i) in the case of investments with remaining maturities which are less than 30 days, have been given a short-term rating of at least F1 by Fitch and a long-term rating of at least A by Fitch and A3 by Moody's (or such other lower short-term or long-term rating by the relevant Rating Agency which would not affect their then current rating of the Class A Notes), and the short-term unsecured, unguaranteed and unsubordinated debt obligations of the issuing or guaranteeing entity or the entity with which the demand or time deposits are made (being an authorised person under the FSMA) are rated at least F1 by Fitch (short-term) and A3 by Moody's and A by Fitch (long-term) (or such other lower short-term or long-term rating by the relevant Rating Agency which would not affect their then current rating of the Class A Notes); or
- (ii) in the case of investments with remaining maturities which are greater than or equal to 30 days but less than three months, have been given a short-term rating of at least F1+ by Fitch and (if a long-term rating is available) a long-term rating of at least AA- by Fitch (or such other lower short-term or long-term rating by the relevant Rating Agency which would not affect the then current rating of the Class A Notes by Fitch), and the short-term unsecured, unguaranteed and unsubordinated debt obligations of the issuing or guaranteeing entity or the entity with which the demand or time deposits are made (being an authorised person under the FSMA) are rated at least P-1 by Moody's and in the case of Fitch its default rating is at least F1+ (short-term) and (if the issuing or guaranteeing entity has a long-term rating) AA- by Fitch and A2 by Moody's (long-term) (or such other lower short-term or long-term rating by the relevant Rating Agency which would not affect their then current rating of the Class A Notes); or
- (iii) money market funds which have a rating of Aaa(mf) by Moody's and/or AAA(mf) by Fitch; and
- (iv) have a maturity date, in the case of the Issuer Transaction Accounts, of 90 days or less and mature on or before the next following Payment Date (unless the Interest Period in respect of such Payment Date is greater than 90 days, in which case the maturity date of the Permitted Investments may be greater than 90 days but less than or equal to the number of days in such Interest Period) and in the case of the Mortgages Trustee Transaction Accounts, of 1 month or less and mature on or before the next following Distribution Date (unless the Trust Calculation Period in respect of such Distribution Date is greater than 30 days, in which case the maturity date of the Permitted Investments may be greater than 30 days but must be on or before the next Distribution Date) or may be broken or demanded by the Issuer or the Mortgages Trustee, as applicable (at no cost to the Issuer or the Mortgages Trustee, as applicable) on or before the next following Payment Date or Distribution Date, as applicable.

THE SWAP AGREEMENTS

The Basis Rate Swap Agreement

The amount of revenue receipts received by the Issuer from the Mortgages Trustee in respect of the Mortgages Trust will fluctuate by reference to the interest rates applicable to the Mortgage Loans in the Trust Property. The Mortgage Portfolio contains Tracker Rate Mortgage Loans, Standard Variable Rate Mortgage Loans and Fixed Rate Mortgage Loans. On or about the Closing Date, the Issuer will enter into an initial swap agreement in the form of an English law 1992 ISDA Master Agreement, including a Schedule and English law Credit Support Annex (Bilateral Form – Transfer) thereto and confirmations evidencing transactions thereunder (the "**Initial Basis Rate Swap Agreement**") with Virgin Money (in such capacity, the "**Initial Basis Rate Swap Provider**") which will hedge the difference between the interest rates applicable to the Mortgage Loans in the Mortgage Portfolio which are not more than three months in arrears (the "**Performing Mortgage Loans**") and the floating rate of interest payable on the Notes.

Under the Initial Basis Rate Swap, on each Payment Date the Issuer will pay to the Initial Basis Rate Swap Provider an amount calculated by reference to the rates of interest payable on the Performing Mortgage Loans in the Mortgage Portfolio, and the Initial Basis Rate Swap Provider will pay to the Issuer an amount calculated by reference to a margin over three month GBP LIBOR (or, in the case of the first Payment Date, the linear interpolation of 3 month and 6 month GBP LIBOR). Because payments under the Initial Basis Rate Swap will be made by reference to all of the Performing Mortgage Loans in the Mortgage Portfolio, and not only a proportion of such Mortgage Loans proportionately equal to the Issuer Share of the Trust Property, the Issuer will be overhedged and accordingly the Basis Rate Swap Shortfall Amount will be added to the Issuer Revenue Share on each Trust Calculation Date to reflect this.

On or about the Closing Date, the Issuer will also enter into a standby swap agreement under which the Effective Date of the transaction pursuant to such agreement shall not occur unless and until the date on which an Early Termination Date occurs under the Initial Basis Rate Swap as a result of a failure to pay or insolvency (each as defined in the Initial Basis Rate Swap Agreement) or certain other circumstances (such date being the "**Transfer Date**") occurs (the "**Standby Basis Rate Swap Agreement**," and together with the Initial Basis Rate Swap, the "**Basis Rate Swaps**") with Lloyds Bank plc (in such capacity, the "**Standby Basis Rate Swap Provider**", and together with the Initial Basis Rate Swap Provider, the "**Basis Rate Swap Providers**"). The Standby Basis Rate Swap Agreement will differ from the Initial Basis Rate Swap Agreement in that it will only hedge the Issuer's exposure in respect of the performing Fixed Rate Mortgage Loans and the performing Tracker Rate Mortgage Loans (for Mortgage Loans subject to a standard variable rate, pursuant to the Mortgage Sale Agreement, the Seller or, failing the Seller, the Mortgages Trustee, shall ensure that the standard variable rate is set at the higher of (i) such a rate in order to ensure that no Revenue Shortfall occurs, and (ii) the equivalent of three month GBP LIBOR plus 2.25 per cent.).

On each Payment Date (subject to the amounts being paid net of one another), the Issuer will pay an amount equal to the product of:

- (i) in the case of the Initial Basis Rate Swap, the balance of the Performing Mortgage Loans in the Mortgage Portfolio for the related calculation period and in the case of the Standby Basis Rate Swap, the balance of the performing Fixed Rate Mortgage Loans and the performing Tracker Rate Mortgage Loans for the related calculation period; and
- (ii) in the case of the Initial Basis Rate Swap, the weighted average interest rate in respect of the Performing Mortgage Loans for the related calculation period and in the case of the Standby Basis Rate Swap, the weighted average interest rate in respect of the performing Fixed Rate Mortgage Loans and the performing Tracker Rate Mortgage Loans for the related calculation period,

and the Basis Rate Swap Provider will pay an amount equal to the product of:

- (iii) in the case of the Initial Basis Rate Swap, the balance of the Performing Mortgage Loans in the Mortgage Portfolio for the related calculation period and in the case of the Standby Basis Rate Swap, the balance of the performing Fixed Rate Mortgage Loans and the performing Tracker Rate Mortgage Loans for the related calculation period; and
- (iv) three month GBP LIBOR plus a spread.

In the event that the Standby Basis Rate Swap is terminated prior to scheduled termination, and prior to the service of an Enforcement Notice or the redemption in full of all outstanding Notes, the Issuer shall use its reasonable efforts to either (i) enter into a replacement Standby Basis Rate Swap in respect of the Notes or (ii) to enter into a replacement swap for the purpose of replacing both the Initial Basis Rate Swap (in the event that the Initial Basis Rate Swap Agreement has not terminated) and the Standby Basis Rate Swap. In either case, any such replacement swap must be entered into on terms acceptable to the Rating Agencies, the Issuer and the Security Trustee with a replacement swap provider that the Rating Agencies have previously confirmed in writing to the Issuer and the Security Trustee will not cause the then current ratings of the Notes to be downgraded, withdrawn or qualified.

Ratings Downgrade and Termination

Ratings Downgrade

If, at any time following the Closing Date, the short-term or long-term issuer default rating or, as applicable, the short-term or long-term, unsecured, unguaranteed and unsubordinated debt obligations of any Swap Provider or any guarantor, as applicable, are downgraded by a Rating Agency below the ratings specified in the relevant Swap Agreement for the relevant Swap Provider and as set out below, such Swap Provider will be required to take certain remedial measures which may include providing collateral for its obligations, arranging for its obligations to be transferred to an entity with the ratings required by the relevant Rating Agency, procuring another entity with rating(s) required by the relevant Rating Agency to become co-obligor or guarantor in respect of its obligations or to take such other action that, with reference to the then current rating criteria of Fitch or Moody's, as applicable, will result in there being no adverse impact on the then current rating of the Notes. A failure to take such steps will allow the Issuer to terminate the relevant Swap Agreement.

Transaction Party

Required Ratings

Standby Basis Rate Swap Provider (or, should a Standby Basis Rate Swap Provider be no longer in place, the Initial Basis Rate Swap Provider)

(i) If the short-term, unsecured, unguaranteed and unsubordinated debt obligations of the relevant Basis Rate Swap Provider are rated by Moody's, such short-term obligations are rated at least P-2 and its long-term, unsecured and unsubordinated debt or counterparty obligations are rated at least A3 by Moody's, and if the short-term unsecured, unguaranteed and unsubordinated debt obligations of the relevant Basis Rate Swap Provider are not rated by Moody's, its long-term, unsecured and unsubordinated debt or counterparty obligations are rated at least A2 by Moody's; and

(ii) Short-term issuer default rating must be at least F1 by Fitch and long-term issuer default rating must be at least A by Fitch.

The Standby Basis Rate Swap Provider will be able to cure any breach of the rating requirements through posting collateral provided: (i) in the case of any breach of the Fitch rating requirements, its short term issuer default rating is at least F2 and its long term issuer default rating is at least BBB+; and (ii) in the case of any breach of the Moody's rating requirements, if its short term unsecured, unguaranteed and unsubordinated debt obligations are rated by Moody's, such short term obligations are rated at least P-2 and its long term unsecured, unguaranteed and unsubordinated debt or counterparty obligations are rated at least Baa1 and if its short term obligations are not rated by Moody's, its long-term, unsecured, unguaranteed and unsubordinated debt or counterparty obligations are rated at least Baa1. If the Standby Basis Rate Swap Provider falls below the above ratings, it will be required to transfer its obligations or obtain a guarantee from a suitably rated entity as set out in the Swap Agreement.

Termination of the Swap Agreements

Each of the Swap Agreements may terminate on the date on which all of the Notes are redeemed in full in accordance with Condition 5(D) (*Optional Redemption in Full*) or Condition 5(E) (*Optional Redemption for Tax and Other Reasons*).

Each of the Swap Agreements may also be terminated in, *inter alia*, the following circumstances (each, a "**Swap Early Termination Event**"):

- (a) at the option of one party to the swap, if there is a failure by the other party to pay any amounts due and payable in accordance with the terms of that swap;
- (b) service of a Note Acceleration Notice in relation to any Class A Notes;
- (c) upon the occurrence of an insolvency of the relevant Swap Provider or the merger of the relevant Swap Provider without an assumption of the obligations under the swaps, or changes in law resulting in the obligations of one of the parties becoming illegal; and
- (d) if the relevant Swap Provider is downgraded and fails to comply with the requirements of the ratings downgrade provision contained in the relevant swap agreement and described above in the section entitled "*Ratings Downgrade*".

The Swap Early Termination Events described in paragraphs (a) and (c) above will constitute Events of Default under (and as defined in) the relevant Basis Rate Swap. If a Swap Early Termination Event occurs in relation to the Initial Basis Rate Swap such that the Transfer Date occurs, payments will start to be made under the Standby Basis Rate Swap Agreement and the Standby Basis Rate Swap Agreement will effectively replace the Initial Basis Rate Swap Agreement in respect of the performing Fixed Rate Mortgage Loans and the performing Tracker Rate Mortgage Loans (for Mortgage Loans subject to a standard variable rate, pursuant to the Mortgage Sale Agreement, the Seller or, failing the Seller, the Mortgages Trustee, shall ensure that the standard variable rate is set at the higher of (i) such a rate in order to ensure that no Revenue Shortfall occurs, and (ii) the equivalent of three month GBP LIBOR plus 2.25 per cent.).

Upon the occurrence of a Swap Early Termination Event (including a termination of the Initial Basis Rate Swap in circumstances where the Standby Basis Rate Swap has also terminated, the occurrence of a Swap Early Termination Event where the Transfer date does not occur under the Basis Rate Swap Agreement and a termination of the Standby Basis Rate Swap), either the Issuer or the relevant Swap Provider may be liable to make a termination payment to the other. This termination payment will be calculated and made in Sterling. The amount of any termination payment will be based on the market value of the terminated swap based on market quotations of the cost of entering into a swap with the same terms and conditions that would have the effect of preserving the respective full payment obligations of the parties (or based upon loss in the event that market quotation cannot be determined). Any such termination payment could be substantial.

The Issuer will apply any termination payment it receives in the circumstances described in the previous paragraph to purchase a replacement swap (as described above) and any excess will be applied as Issuer Available Revenue Receipts and any shortfall will be paid out of, and to the extent of, Issuer Available Revenue Receipts at items (vi) and (vii) of the Issuer Pre-Acceleration Revenue Priority of Payments or as the case may require, item (xvii) or item (xviii) of the Issuer Pre-Acceleration Revenue Priority of Payments. To the extent that the Issuer receives a premium under any replacement swap, it shall apply such premium first to make any termination payment due under the related terminated swap(s) and thereafter apply any surplus as if such amounts constituted Issuer Available Revenue Receipts and any shortfall will be paid out of, and to the extent of, Issuer Available Revenue Receipts at items (vi) and (vii), or as the case may require, item (xvii) or item (xviii) of the Issuer Pre-Acceleration Revenue Priority of Payments.

If the Standby Basis Rate Swap terminates by reason of a Standby Basis Rate Swap Provider Default or a Standby Basis Rate Swap Provider Downgrade Event, or if the Initial Basis Rate Swap Agreement terminates by reason of an Initial Basis Rate Swap Provider Default or an Initial Basis Rate Swap Provider Downgrade Event (and subject to the foregoing paragraph), any termination payment will be made by the Issuer to the relevant Basis Rate Swap Provider only after paying interest amounts due on the

Notes, replenishing the Reserve Fund up to the Reserve Required Amount, replenishing the Liquidity Reserve Fund up to the Liquidity Reserve Required Amount and after providing for any debit balance on the Principal Deficiency Ledgers.

If the Standby Basis Rate Swap Agreement terminates for any reason other than a Standby Basis Rate Swap Provider Default or a Standby Basis Rate Swap Provider Downgrade Event, or if the Initial Basis Rate Swap Agreement terminates for any reason other than an Initial Basis Rate Swap Provider Default or an Initial Basis Rate Swap Provider Downgrade Event and a termination payment becomes due from the Issuer to the relevant Swap Provider, such payment will be made by the Issuer in priority to the payment of interest amounts due on the Notes.

Taxation

The Issuer is not obliged under any Swap Agreement to gross up payments made by it if withholding taxes are imposed on payments made under the relevant Swap Agreement.

Each of the Swap Providers is always obliged to gross up payments made by it to the Issuer if withholding taxes are imposed on payments made by it to the Issuer under the relevant Swap Agreement.

Governing Law

Each of the Swap Agreements and any non-contractual obligation arising in or out of or in relation to the relevant Swap Agreement will be governed by English law.

CASH MANAGEMENT FOR THE MORTGAGES TRUSTEE

Pursuant to the Trust Property Cash Management Agreement, Virgin Money will be appointed on the Closing Date by the Mortgages Trustee as the Trust Property Cash Manager to provide Trust Property Cash Management Services in relation to the Mortgages Trustee.

Cash Management Services – Mortgages Trust

The primary obligation of the Trust Property Cash Manager is to effect the transfer of monies between the relevant parties and accounts. The Trust Property Cash Manager's duties in relation to the Mortgages Trust will include, but are not limited to:

- (a) determining the current shares of the Issuer and the Seller in the Trust Property in accordance with the terms of the Mortgages Trust Deed;
- (b) maintaining certain ledgers on behalf of the Mortgages Trustee including the Trust Replenishment Ledger;
- (c) distributing the Mortgages Trustee Available Revenue Receipts and the Mortgages Trustee Available Principal Receipts available to the Issuer and the Seller in accordance with the terms of the Mortgages Trust Deed; and
- (d) providing the Administrator with information in relation to, *inter alia*, the Trust Property to enable it to prepare the Monthly Investor Report.

Determinations and Reconciliations

Determinations and Calculations by the Trust Property Cash Manager

In respect of any Trust Calculation Period where the Administrator has failed to provide the Administrator Portfolio Information to the Trust Property Cash Manager (each such period, a "**Disruption Period**"), the Trust Property Cash Manager will apply the information in respect of previous Trust Calculation Periods as necessary in order to calculate, on any relevant Distribution Date that occurs immediately prior to a Payment Date, the maximum amount to be advanced to the Issuer for the Issuer to make payments of items (i) to (viii) and (x) in the Issuer Pre-Acceleration Priority of Payments only.

Following any such Disruption Period, on the first Trust Calculation Date on which the Trust Property Cash Manager receives the Administrator Portfolio Information, the Trust Property Cash Manager will determine any reconciliation payment that will need to be made in respect of such Disruption Period and the payments to be made on the related Distribution Date will be adjusted accordingly. On the following Payment Date any amount advanced to the Issuer following the Disruption Period shall be repaid to the Mortgages Trustee.

Any such calculations, payments and reconciliations will be deemed to be carried out in accordance with the provisions of the Transaction Documents and will in themselves not lead to an Event of Default and no liability will attach to the Trust Property Cash Manager in connection with the exercise by it of its powers, duties and discretion for such purposes.

"**Administrator Portfolio Information**" means, with respect to any Trust Calculation Date, the information provided by the Administrator in respect of the Portfolio (in a form to be agreed between the parties to the Administration Agreement) for the previous Trust Calculation Period which is necessary for the Trust Property Cash Manager to calculate the amounts to be paid to the Seller and the Issuer under the Mortgages Trustee Revenue Priority of Payments and the Mortgages Trustee Principal Priority of Payments on the immediately following Distribution Date

Mortgages Trustee Bank Accounts

On the Closing Date, pursuant to the Account Bank Agreements, the Mortgages Trustee will maintain the Mortgages Trustee Transaction Accounts with the Mortgages Trustee Account Banks. The Mortgages Trustee may, with the prior written consent of the Security Trustee, open additional or replacement bank accounts.

Save as otherwise provided in the Transaction Documents and in respect of a downgrade of a Mortgages Trustee Account Bank (see "*Downgrade of a Mortgages Trustee Account Bank*" below), the Trust Property Cash Manager may:

- (a) in respect of any payment required to be made to the Mortgages Trustee and paid into the Mortgages Trustee Transaction Accounts pursuant to the terms of the Transaction Documents, credit such payments to one or more of the Mortgages Trustee Transaction Accounts at its discretion;
- (b) in respect of any payment to be made by or on behalf of the Mortgages Trustee from amounts standing to the credit of the Mortgages Trustee Transaction Accounts pursuant to the terms of the Transaction Documents, apply amounts standing to the credit of one or more of the Mortgages Trustee Transaction Accounts for such purposes; and
- (c) at any time and at its discretion transfer amounts from one Mortgages Trustee Transaction Account into any other Mortgages Trustee Transaction Account.

Amounts standing to the credit of the Mortgages Trustee Transaction Accounts may be invested in Permitted Investments.

Downgrade of a Mortgages Trustee Account Bank

If (i) the short-term issuer default ratings of a Mortgages Trustee Account Bank ceases to be at least F1 by Fitch and their short-term unsecured, unguaranteed and unsubordinated ratings cease to be P-1 by Moody's or (ii) the long-term issuer default ratings of a Mortgages Trustee Account Bank ceases to be at least A by Fitch or A3 by Moody's (or such other lower short-term or long-term rating by the relevant Rating Agency which the relevant Rating Agency (at its discretion) confirms as sufficient in order to maintain the then current rating of the Rated Notes) (for the purposes of this section only, the "**requisite ratings**") then either:

- (a) the relevant Mortgages Trustee Transaction Account will be closed and a replacement account opened with a bank that has the requisite ratings (and the Trust Property Cash Manager will use its reasonable endeavours to ensure that any such bank will enter into an agreement in form and substance similar to the relevant Account Bank Agreement), or
- (b) a guarantee or other support of the Mortgages Trustee Account Bank's obligations under the relevant Account Bank Agreement will be obtained from a third party that has the requisite ratings and the Trust Property Cash Manager confirms in writing that, in its opinion such guarantee or other support will not result in its then current ratings of any Class of Notes being downgraded, withdrawn or qualified in accordance with the Relevant Rating Agency's then current rating criteria, or
- (c) such other action will be taken in relation to the relevant Mortgages Trustee Transaction Account that each of the Rating Agencies confirms will not result in its then current ratings of any Class of the Notes being downgraded, withdrawn or qualified, it being acknowledged that neither of the Rating Agencies has any obligation to provide such confirmation at any time, or
- (d) such other action will be taken in relation to the relevant Mortgages Trustee Transaction Account as is directed by an Extraordinary Resolution of the Class A Noteholders, or if there are no Class A Notes outstanding, the Class M Noteholders, or if there are no Class M Notes outstanding, the Class Z Noteholders (in accordance with the Conditions and the Transaction Documents).

The Trust Property Cash Manager will inform the Rating Agencies of any action described in (a), (b) or (d) above.

In addition, in the event that one of the Mortgages Trustee Account Banks ceases to have the requisite ratings (such Mortgages Trustee Account Bank, a "**Downgraded Mortgages Trustee Account Bank**"), the Trust Property Cash Manager will:

- (a) as soon as reasonably practicable transfer all amounts standing to the credit of the Mortgages Trustee Transaction Account held with the Downgraded Mortgages Trustee Account Bank to a

Mortgages Trustee Transaction Account held with a Mortgages Trustee Account Bank with the requisite ratings; and

- (b) for as long as such Mortgages Trustee Account Bank remains a Downgraded Mortgages Trustee Account Bank and none of the actions described in (a) to (d) above have been taken with respect to the relevant Mortgages Trustee Transaction Account, will not transfer or credit any amounts to the Mortgages Trustee Transaction Account held with such Downgraded Mortgages Trustee Account Bank.

Compensation of Trust Property Cash Manager

The Trust Property Cash Manager will be paid an annual fee for its services in twelve equal instalments monthly in arrears on each Distribution Date.

Resignation of Trust Property Cash Manager

The Trust Property Cash Manager may resign only on giving not less than 90 days' notice in writing to the Security Trustee and the Mortgages Trustee and **provided that** (i) the Mortgages Trustee consents in writing to the Trust Property Cash Manager's resignation and (ii) a substitute trust property cash manager has been appointed and a new trust property cash management agreement is entered into substantially on the same terms as the Trust Property Cash Management Agreement or on such terms as are satisfactory to the Security Trustee and the Mortgages Trustee and (iii) the Rating Agencies have been notified in writing of such resignation and appointment.

Termination of Appointment of Trust Property Cash Manager

The Mortgages Trustee or the Issuer may, upon written notice to the Trust Property Cash Manager, terminate the Trust Property Cash Manager's rights and obligations immediately if any of the following events (each, a "**Trust Property Cash Manager Termination Event**") occur (**provided that**, in the case of the Trust Property Cash Manager Termination Event listed at (a) below, termination will be automatic on the occurrence of such Trust Property Cash Manager Termination Event):

- (a) the Trust Property Cash Manager defaults in the payment of any amount due and fails to remedy such default for a period of two Business Days;
- (b) the Trust Property Cash Manager fails to comply with any of its other obligations under the Trust Property Cash Management Agreement which in the opinion of the Security Trustee, is materially prejudicial to the Noteholders and does not remedy that failure within 20 Business Days after the earlier of becoming aware of the failure and receiving written notice from the Mortgages Trustee or the Security Trustee; or
- (c) the Trust Property Cash Manager suffers an Insolvency Event.

Following the occurrence of a Trust Property Cash Manager Termination Event, the Back-Up Trust Property Cash Manager will be appointed as successor Trust Property Cash Manager within 5 days of the Trust Property Cash Manager Termination Event in accordance with the Back-Up Trust Property Cash Management Agreement.

Upon termination of the appointment of the Trust Property Cash Manager in circumstances where a Back-Up Trust Property Cash Manager has not been appointed, the Issuer and the Mortgages Trustee will use its best endeavours to appoint a substitute trust property cash manager (and give notice of such appointment to the Rating Agencies). Any such substitute trust property cash manager will be required to enter into an agreement on substantially the same terms as the Trust Property Cash Management Agreement or on such terms as are satisfactory to the Security Trustee and the Mortgages Trustee.

If the appointment of the Trust Property Cash Manager is terminated or it resigns in circumstances where a Back-Up Trust Property Cash Manager has not been appointed, the Trust Property Cash Manager must deliver its books of account relating to the Mortgage Loans to or at the direction of the Mortgages Trustee or the Security Trustee, as the case may be. The Trust Property Cash Management Agreement will terminate automatically when the Issuer has no further interest in the Trust Property and the Notes have been redeemed in full.

Back-Up Trust Property Cash Management Agreement

The Mortgages Trustee will appoint the Back-Up Trust Property Cash Manager pursuant to the Back-Up Trust Property Cash Management Agreement. Upon the occurrence of a Trust Property Cash Manager Termination Event, the Back-Up Trust Property Cash Manager will replace the Trust Property Cash Manager under the terms of the Back-Up Trust Property Cash Management Agreement.

Following the occurrence of a Back-Up Trust Property Cash Manager Termination Trigger Event, the appointment of the Back-Up Trust Property Cash Manager may be terminated in accordance with the terms of the Back-Up Trust Property Cash Management Agreement.

If the Back-Up Trust Property Cash Management Termination Trigger Event ceases to occur, the Mortgages Trustee will use best efforts to appoint a Back-Up Trust Property Cash Manager within 60 days in accordance with the terms of the Back-Up Trust Property Cash Management Agreement.

"Back-Up Trust Property Cash Manager Termination Trigger Event" means the long-term, unsecured, unguaranteed and unsubordinated debt obligations of the Trust Property Cash Manager are rated Baa3 or higher by Moody's (or such other lower long-term rating by Moody's which Moody's (at Moody's discretion) confirms as sufficient in order to maintain the then current rating of the Rated Notes).

Governing Law

The Trust Property Cash Management Agreement and the Back-Up Trust Property Cash Management Agreement and any non-contractual obligation arising in or out of or in relation to the Trust Property Cash Management Agreement and the Back-Up Trust Property Cash Management Agreement will be governed by English law.

CASH MANAGEMENT FOR THE ISSUER

On the Closing Date, pursuant to the Issuer Cash Management Agreement, the Issuer will appoint Virgin Money as the Issuer Cash Manager to provide Issuer Cash Management Services.

Issuer Cash Management Services

The primary obligation of the Issuer Cash Manager is to effect the transfer of monies between the relevant parties and accounts. The Issuer Cash Manager's duties will include, but are not limited to:

- (a) determining no later than the Payment Calculation Date immediately preceding the relevant Payment Date:
 - (i) the Issuer Available Revenue Receipts to be applied to pay interest on the Notes on that relevant Payment Date and to pay amounts due to other creditors of the Issuer;
 - (ii) the Issuer Available Principal Receipts to be applied to repay principal on the Notes on that relevant Payment Date;
 - (iii) such other amounts as are expressed to be calculations and determinations made by the Issuer Cash Manager under the conditions of the Notes; and
 - (iv) determining whether or not there will be a Revenue Shortfall on the next succeeding Interest period;
- (b) applying Issuer Available Revenue Receipts and Issuer Available Principal Receipts in accordance with the relevant order of Priority of Payments for the Issuer set out in the Deed of Charge;
- (c) maintaining the Issuer Principal Ledger to record any Principal Receipts allocated by the Mortgage Trustee to the Issuer Share of the Trust Property;
- (d) maintaining the Issuer Revenue Ledger to record any Revenue Receipts allocated by the Mortgages Trustee to the Issuer Share of the Trust Property;
- (e) maintaining the Principal Deficiency Ledger, which will record principal deficiencies arising from losses (including, at any time when the Seller Share is equal to zero, set-off losses) on the Mortgage Loans which have been allocated to the Issuer Share of the Trust Property and the use of Issuer Available Principal Receipts to meet any deficiency in Issuer Available Revenue Receipts after taking into account the Reserve Fund and the Liquidity Reserve Fund;
- (f) maintaining the Reserve Ledger, which will record amounts in the Reserve Fund, the use of Issuer Available Revenue Receipts to cure any shortfall in the credit balance of the Reserve Ledger below the Reserve Required Amount, the use of any Further Subordinated Loan to increase the Reserve Fund to the Reserve Required Amount and any excess over the Reserve Required Amount;
- (g) maintaining the Liquidity Reserve Ledger, which will record amounts in the Liquidity Reserve Fund, the use of Issuer Available Revenue Receipts to cure any shortfall in the credit balance of the Liquidity Reserve Ledger below the Liquidity Reserve Required Amount and any excess over the Liquidity Reserve Required Amount;
- (h) maintaining the Issuer Profit Ledger, which will record amounts retained by the Issuer as profit (and which will be debited with any amounts paid by the Issuer as dividends and/or corporation tax); and
- (i) providing the Administrator with information in relation to the Issuer to enable it to prepare the Monthly Investor Report.

Issuer's Bank Accounts

On the Closing Date, pursuant to the Account Bank Agreements and the Swap Collateral Account Bank Agreement, the Issuer will maintain the Issuer Accounts. Within 30 days of the Closing Date, pursuant to

the Swap Collateral Account Bank Agreement, the Issuer will establish and maintain the Issuer Swap Collateral Accounts. The Issuer may, with the prior written consent of the Security Trustee, open additional or replacement bank accounts on terms as agreed between the parties at the time. All Revenue Receipts standing to the credit of the Issuer Transaction Accounts from time to time will be credited to a revenue ledger (the "**Issuer Revenue Ledger**").

Issuer Transaction Accounts

Save as otherwise provided in the Transaction Documents and in respect of a downgrade of an Issuer Account Bank (see "*Downgrade of an Account Bank*" below), the Issuer Cash Manager may:

- (a) in respect of any payment required to be made to the Issuer and paid into the Issuer Transaction Accounts pursuant to the terms of the Transaction Documents, credit such payments to one or more of the Issuer Transaction Accounts at its discretion;
- (b) in respect of any payment to be made by or on behalf of the Issuer from amounts standing to the credit of the Issuer Transaction Accounts pursuant to the terms of the Transaction Documents, apply amounts standing to the credit of one or more of the Issuer Transaction Accounts for such purposes; and
- (c) at any time and at its discretion transfer amounts from one Issuer Transaction Account into any other Issuer Transaction Account.

Amounts standing to the credit of the Issuer Transaction Accounts may be invested in Permitted Investments.

Downgrade of an Issuer Account Bank, Issuer Cash Swap Collateral Account Bank or Issuer Securities Swap Collateral Account Bank

If (i) the short-term issuer default rating of an Issuer Account Bank, the Issuer Cash Swap Collateral Account Bank or the Issuer Securities Swap Collateral Account Bank cease to be at least F1 by Fitch and their short-term, unguaranteed and unsubordinated ratings cease to be rated at least P-1 by Moody's or (ii) the long-term issuer default rating of an Issuer Account Bank, the Issuer Cash Swap Collateral Account Bank or the Issuer Securities Swap Collateral Account Bank cease to be rated at least A by Fitch or such other lower short-term or long-term rating by the relevant Rating Agency which the relevant Rating Agency (at its discretion) confirms as sufficient in order to maintain the then current rating of the Rated Notes (for the purposes of this section only, the "**requisite ratings**") then either:

- (a) the relevant Issuer Transaction Account, the Issuer Cash Swap Collateral Account or the Issuer Securities Swap Collateral Account, as applicable, will be closed and a replacement account opened with a bank that has the requisite ratings (and the Issuer Cash Manager will use its reasonable endeavours to ensure that any such bank will enter into an agreement in form and substance similar to the relevant Account Bank Agreement or the Swap Collateral Account Bank Agreement, as applicable), or
- (b) a guarantee or other support of the Issuer Account Bank's obligations under the relevant Account Bank Agreement as applicable, will be obtained from a third party that has the requisite ratings and that the Issuer Cash Manager confirms in writing that, in its opinion such guarantee or other support will not result in its then current ratings of any Class of Notes being downgraded, withdrawn or qualified in accordance with the relevant Rating Agency's then current rating criteria, or
- (c) such other action will be taken in relation to the relevant Issuer Transaction Account, the Issuer Cash Swap Collateral Account or the Issuer Securities Swap Collateral Account, as applicable, that each of the Rating Agencies confirms will not result in its then current ratings of any Class of the Notes being downgraded, withdrawn or qualified, it being acknowledged that neither of the Rating Agencies has any obligation to provide such confirmation at any time, or
- (d) such other action will be taken in relation to the relevant Issuer Transaction Account, the Issuer Cash Swap Collateral Account or the Issuer Securities Swap Collateral Account, as applicable, as is directed by an Extraordinary Resolution of the Class A Noteholders, or if there are no Class A

Notes outstanding, the Class M Noteholders or if there are no Class M Notes outstanding, the Class Z Noteholders (in accordance with the Conditions and the Transaction Documents).

The Issuer Cash Manager will inform the Rating Agencies of any action described in (a), (b) or (d) above.

In the event that one of the Issuer Account Banks ceases to have the requisite ratings (such Issuer Account Bank, a "**Downgraded Issuer Account Bank**"), Issuer Cash Manager will:

- (a) as soon as reasonably practicable transfer all amounts standing to the credit of the Issuer Transaction Account held with the Downgraded Issuer Account Bank to an Issuer Transaction Account held with an Issuer Account Bank with the requisite ratings; and
- (b) for as long as such Issuer Account Bank remains a Downgraded Issuer Account Bank and none of the actions described in (a) to (d) above have been taken with respect to the relevant Issuer Transaction Account, not transfer or credit any amounts to the Issuer Transaction Account held with such Downgraded Issuer Account Bank.

Compensation of Issuer Cash Manager

The Issuer Cash Manager will be paid an annual fee for its services in four equal instalments quarterly in arrear on each Payment Date.

Resignation of Issuer Cash Manager

The Issuer Cash Manager may resign only on giving not less than 90 days' notice in writing to the Security Trustee and the Issuer **provided that** (i) the Issuer consents in writing to the Issuer Cash Manager's resignation; (ii) a substitute issuer cash manager acceptable to the Note Trustee and the Security Trustee has been appointed and a new issuer cash management agreement is entered into on substantially the same terms as the Issuer Cash Management Agreement or on such terms as are satisfactory to the Security Trustee and the Issuer and (iii) the Rating Agencies have been notified in writing of such resignation and appointment.

Termination of Appointment of Issuer Cash Manager

The Issuer may, upon written notice to the Issuer Cash Manager with a copy to the Issuer Account Banks, the Issuer Swap Collateral Account Banks and the Security Trustee, terminate the Issuer Cash Manager's rights and obligations immediately if any of the following events (each, an "**Issuer Cash Manager Termination Event**") occur (**provided that**, in the case of the Issuer Cash Manager Termination Event listed at (a) below, termination will be automatic on the occurrence of such Issuer Cash Manager Termination Event):

- (a) the Issuer Cash Manager or (if the Trust Property Cash Manager and the Issuer Cash Manager are the same entity) the Trust Property Cash Manager defaults in the payment of any amount due and fails to remedy such default for a period of two Business Days;
- (b) the Issuer Cash Manager fails to comply with any of its other obligations under the Issuer Cash Management Agreement which in the opinion of the Security Trustee is materially prejudicial to the interests of the Noteholders of any Class and (if capable of remedy) does not remedy that failure within 20 Business Days after the earlier of becoming aware of the failure and receiving written notice from the Issuer or Security Trustee; or
- (c) the Issuer Cash Manager suffers an Insolvency Event.

Following the occurrence of an Issuer Cash Manager Termination Event, the Back-Up Issuer Cash Manager will be appointed as successor Issuer Cash Manager within 5 days of the Issuer Cash Manager Termination Event in accordance with the Back-Up Issuer Cash Management Agreement.

Upon termination of the appointment of the Issuer Cash Manager in circumstances where a Back-Up Issuer Cash Manager has not been appointed, the Issuer will use its best endeavours to appoint a substitute cash manager (and give notice of such appointment to the Rating Agencies). Any such substitute cash manager will be required to enter into an agreement on substantially the same terms as the

Issuer Cash Management Agreement or on such terms as are satisfactory to the Security Trustee and the Issuer.

If the appointment of the Issuer Cash Manager is terminated or the Issuer Cash Manager resigns in circumstances where a Back-Up Issuer Cash Manager has not been appointed, the Issuer Cash Manager must deliver its books of account relating to the Notes to or at the direction of the Security Trustee. The Issuer Cash Management Agreement will terminate automatically when the Notes have been fully redeemed and the Issuer has no further obligations pursuant to the Transaction Documents.

Back-Up Issuer Cash Management Agreement

The Issuer will appoint the Back-Up Issuer Cash Manager pursuant to the Back-Up Issuer Cash Management Agreement. Upon the occurrence of an Issuer Cash Manager Termination Event, the Back-Up Issuer Cash Manager will replace the Issuer Cash Manager under the terms of the Back-Up Issuer Cash Management Agreement.

Following the occurrence of a Back-Up Issuer Cash Manager Termination Trigger Event, the appointment of the Back-Up Issuer Cash Manager may be terminated in accordance with the terms of the Back-Up Issuer Cash Management Agreement.

If the Back-Up Issuer Cash Management Termination Trigger Event ceases to occur, the Issuer will use best efforts to appoint a Back-Up Issuer Cash Manager within 60 days in accordance with the terms of the Back-Up Issuer Cash Management Agreement.

"Back-Up Issuer Cash Manager Termination Trigger Event" means the long-term, unsecured, unguaranteed and unsubordinated debt obligations of the Issuer Cash Manager are rated Baa3 or higher by Moody's (or such other lower long-term rating by Moody's which Moody's (at Moody's discretion) confirms as sufficient in order to maintain the then current rating of the Rated Notes).

Governing Law

The Issuer Cash Management Agreement and the Back-Up Issuer Cash Management Agreement and any non-contractual obligation arising in or out of or in relation to the Issuer Cash Management Agreement and the Back-Up Issuer Cash Management Agreement will be governed by English law.

SECURITY FOR THE ISSUER'S OBLIGATIONS

Issuer Security

Pursuant to the Deed of Charge, the Issuer will grant the following security to be held by the Security Trustee for itself and on trust for the benefit of the other Secured Creditors (which definition includes the Noteholders):

- (i) a first fixed charge over the Issuer Share of the Trust Property;
- (ii) an assignment by way of first fixed security of the Issuer's rights, title, interest and benefit in and to the Transaction Documents to which the Issuer is a party, including:
 - (a) the Trust Deed;
 - (b) the Mortgages Trust Deed;
 - (c) the Beneficiaries Deed;
 - (d) the Mortgage Sale Agreement;
 - (e) the Administration Agreement;
 - (f) the Back-up Administration Agreement;
 - (g) the Basis Rate Swap Agreements;
 - (h) the Paying Agent and Agent Bank Agreement;
 - (i) the Corporate Services Agreement;
 - (j) the Citi Account Bank Agreement;
 - (k) the BNY Account Bank Agreement;
 - (l) the Swap Collateral Account Bank Agreement;
 - (m) the Issuer Cash Management Agreement;
 - (n) the Back-up Issuer Cash Management Agreement;
 - (o) the Subordinated Loan Agreement;
 - (p) the Trust Property Cash Management Agreement;
 - (q) the Back-up Trust Property Cash Management Agreement; and
 - (r) such other documents as are expressed to be subject to the charges under the Deed of Charge;
- (iii) an assignment by way of first fixed security (which assignment may take effect as a floating charge) over the Issuer's right, title, interest and benefit in the Issuer Transaction Accounts and each other account (if any) of the Issuer, and all amounts standing to the credit of those accounts (including all interest earned on such amounts); and
- (iv) a first floating charge over all the assets and undertaking of the Issuer which are not otherwise effectively subject to a fixed charge or assignment by way of security as described in the preceding paragraphs but extending over all the assets and undertakings of the Issuer.

Issuer Pre-Acceleration and Issuer Post-Acceleration Priority of Payments

The Deed of Charge sets out the order of priority for the application of cash by the Issuer Cash Manager prior to the service of a Note Acceleration Notice. This payment order of priority is described in the section entitled "*Cashflows*".

The Deed of Charge sets out the order of priority for the application of cash by the Issuer, or the Issuer Cash Manager on its behalf, following the service of a Note Acceleration Notice, or, following the service of an Enforcement Notice, by or on behalf of the Security Trustee (or a receiver of the Issuer appointed by the Security Trustee pursuant to the Deed of Charge). This order of priority is described in the section entitled "*Cashflows*".

Enforcement

The Issuer Security will only become enforceable on the service of an Enforcement Notice pursuant to **Condition 10** (*Enforcement*). The Deed of Charge will set out the procedures by which the Security Trustee may take steps to enforce the Issuer Security.

No enforcement by Secured Creditors

Each of the Secured Creditors (other than the Note Trustee and the Security Trustee) will agree under the Deed of Charge that only the Security Trustee may enforce the security created by or pursuant to the Deed of Charge and it will not take steps directly against the Issuer to recover amounts owing to it by the Issuer unless the Security Trustee has become bound to enforce the Issuer Security but has failed to do so within 30 days of becoming so bound.

Governing Law

The Deed of Charge and any non-contractual obligation arising in or out of or in relation to the Deed of Charge will be governed by English law.

THE TRUST DEED AND THE DEED OF CHARGE

The Issuer and the Note Trustee will enter into the Trust Deed on the Closing Date. The Trust Deed will contain the forms of the Notes of each Class. Under the Trust Deed, the Issuer will covenant to the Note Trustee to pay all amounts due under the Notes. The Note Trustee will hold the benefit of the Issuer's covenant to pay on trust for the Noteholders.

The Issuer, the Security Trustee and the other Secured Creditors will enter into a Deed of Charge on the Closing Date pursuant to which the Issuer will grant certain security to be held by the Security Trustee on trust for the benefit of itself and the other Secured Creditors (including the Noteholders).

Conflicts / Relationship with Noteholders

The Trust Deed will provide that, except where expressly provided otherwise, where the Note Trustee is required to have regard to the interests of the Noteholders, the Note Trustee will have regard to the interests of all the Noteholders equally as a Class, **provided that** the Note Trustee will have regard for so long as there are any Class A Notes outstanding, only to the interests of the Class A Noteholders if, in the Note Trustee's opinion, there is or may be a conflict between the interests of the Class A Noteholders and the interests of the Class M Noteholders and/or the Class Z Noteholders and if there are no Class A Notes outstanding, for so long as there are any Class M Notes outstanding, only to the interests of the Class M Noteholders if, in the Note Trustee's opinion, there is or may be a conflict between the interests of the Class M Noteholders and the interests of the Class Z Noteholders.

The Trust Deed will also provide that an Extraordinary Resolution of the Class A Noteholders will be binding on the Class M Noteholders and the Class Z Noteholders irrespective of the effect upon them, other than in respect of a Basic Terms Modification which requires an Extraordinary Resolution of each Class of Notes then outstanding.

The Note Trustee will not be bound to take any action in relation to the Notes or the Transaction Documents, including delivering a Note Acceleration Notice or instructing the Security Trustee to deliver an Enforcement Notice, unless (subject to being indemnified and/or secured and/or prefunded to its satisfaction) it has been directed to do so either by an Extraordinary Resolution of the Class A Noteholders, or if there are no Class A Notes then outstanding, an Extraordinary Resolution of the Class M Noteholders, or if there are no Class M Notes then outstanding, an Extraordinary Resolution of the Class Z Noteholders, or in writing by the holders of more than 25 per cent. of the Principal Amount Outstanding of the Class A Notes, or if the Class A Notes have been redeemed in full, more than 25 per cent. of the Principal Amount Outstanding of the Class M Notes, or if the Class M Notes have been redeemed in full, more than 25 per cent. of the Principal Amount Outstanding of the Class Z Notes.

Where the Trust Deed (including, for the avoidance of doubt, the Conditions) provides that the Class A Noteholders may direct the Note Trustee to act, either by an Extraordinary Resolution or by notice in writing of more than 25 per cent. of such Class, the reference to the Class A Notes shall mean:

- (a) in relation to a direction to give a Note Acceleration Notice or to instruct the Note Trustee to instruct the Security Trustee to give an Enforcement Notice or to give an Enforcement Notice themselves or to waive or authorise any Note Event of Default or to determine that any Note Event of Default or Potential Note Event of Default shall not be treated as such, the Class A Notes of all Classes;
- (b) subject to (a) above, in relation to a matter which, in the sole opinion of the Note Trustee, affects the interests of the holders of the Class A Notes of only one Class, a single direction of the holders of the Class A Notes of that Class;
- (c) subject to (a) above, in relation to a matter which, in the sole opinion of the Note Trustee, affects the interests of the holders of the Class A Notes of more than one Class but does not give rise to a conflict of interest between holders of the Class A Notes of any of the Classes so affected, a single direction of the Class A Notes of all the Classes so affected; and
- (d) subject to (a) above, in relation to a matter which, in the sole opinion of the Note Trustee, affects the interests of the holders of the Class A Notes of more than one Class and gives or may give rise to a conflict of interest between the holders of any of the Classes of the Class A Notes so affected, separate directions of the holders of the Class A Notes of each Class so affected.

Pursuant to the Deed of Charge, except where expressly provided otherwise, the Security Trustee will not be bound to take any action under or in connection with any of the Transaction Documents, including, without limitation, enforcing the Issuer Security, unless directed to do so in writing by the Note Trustee or, if there are no Notes outstanding, all of the other Secured Creditors.

Neither the Note Trustee nor the Security Trustee is obliged to take any action unless it shall have been indemnified and/or secured and/or prefunded to its satisfaction against all liabilities, proceedings, claims, demands, costs, charges and expenses to which it may thereby become liable or which may be incurred by it in connection therewith.

Those Notes (if any) which are for the time being held by the NRAM Originator or Virgin Money or any holding company of either of them or by any person for the benefit of the NRAM Originator or Virgin Money or any holding company of either of them shall (unless and until ceasing to be so held) be deemed not to remain "outstanding" for the purposes of the right to attend and vote at any meeting of Noteholders, the determination of how many and which Notes are for the time being outstanding for the purposes of Condition 11 (*Meeting of Noteholders, Modifications and Waiver*), Condition 15 (*Substitution*), Condition 9 (*Events of Default*) and the percentages referred to in Condition 10 (*Enforcement of Notes*) and the Provisions for Meetings of Noteholders, and any discretion, power or authority, whether contained in the Trust Deed or the Deed of Charge or provided by law, which the Note Trustee or the Security Trustee is required to exercise in or by reference to the interests of the Noteholders or any Class of them.

Modification and waiver

The Trust Deed will provide that, without the consent of any of the Noteholders, the Note Trustee may:

- (a) agree with the Issuer and/or any other person, or direct the Security Trustee to agree with the Issuer or any other person, in making any amendment or modification to the Conditions or the Transaction Documents:
 - (i) (including a Basic Terms Modification) which in the opinion of the Note Trustee is made to correct a manifest error or is of a formal, minor or technical nature; or
 - (ii) (other than a Basic Terms Modification) which is, in the opinion of the Note Trustee, not materially prejudicial to the interests of the Noteholders of any Class;
 - (iii) waive or authorise, or direct the Security Trustee to waive or authorise, any actual or proposed breach by the Issuer of any Transaction Document, if in the Note Trustee's sole opinion, the interests of the Noteholders of each Class will not be materially prejudiced thereby; and
- (b) determine that any Note Event of Default or Potential Note Event of Default shall not be treated as such, if in the Note Trustee's sole opinion, the interests of the Noteholders of each Class will not be materially prejudiced thereby,

provided always that the Note Trustee will not exercise any powers under paragraphs (a) or (b) in contravention of any express direction given by an Extraordinary Resolution, or by a request in writing of the holders of more than 25 per cent. in aggregate Principal Amount Outstanding of the Most Senior Class of Notes then outstanding (but no such direction or request will affect any modification, waiver, authorisation or determination previously given or made).

The Note Trustee may also, without the consent of any of the Noteholders, give its consent or direct the Security Trustee to give its consent to any modification or to the execution of any new transaction document required in order to accommodate necessary changes to be made to the Reserve Required Amount **provided that** the Issuer or the Trust Property Cash Manager certifies to the Note Trustee that such modification or execution is required in order to accommodate necessary changes to be made to the Reserve Required Amount.

Any such modification, amendment, waiver, authorisation or determination will be binding on the Noteholders and if the Note Trustee so requires, shall be notified by the Issuer to the Noteholders and the Rating Agencies in accordance with Condition 14 (*Notice to Noteholders*) as soon as practicable thereafter.

Fees and expenses

The Issuer will reimburse the Note Trustee and the Security Trustee for all costs and expenses properly incurred in acting as, respectively, Note Trustee and Security Trustee. In addition, the Issuer shall pay to each of the Note Trustee and the Security Trustee a fee of such amount and on such dates as will be agreed from time to time by the Note Trustee and the Security Trustee, respectively, and the Issuer.

Retirement and removal

Each of the Note Trustee and the Security Trustee may retire after giving not less than 90 days' notice in writing to the Issuer. The Noteholders may by an Extraordinary Resolution of the Most Senior Class of Noteholders remove the Note Trustee or the Security Trustee.

The retirement or removal of any Note Trustee or Security Trustee shall not become effective unless there remains at least one trustee under the Trust Deed or the Deed of Charge, as the case may be, and the Issuer will covenant in each of the Trust Deed and the Deed of Charge to use its best endeavours to procure the appointment of a new Note Trustee or new Security Trustee, as the case may be, as soon as reasonably practicable after the resignation or removal of the existing Note Trustee or Security Trustee. If within 30 days of having given notice of its intention to retire, the Issuer has failed to appoint a replacement Note Trustee or Security Trustee, the outgoing Note Trustee or Security Trustee will be entitled to appoint a successor which shall be approved by an Extraordinary Resolution of the Most Senior Class of Noteholders. The Rating Agencies shall be notified of such appointment.

Governing Law

Each of the Trust Deed and the Deed of Charge and any non-contractual obligation arising in or out of or in relation to the Trust Deed and the Deed of Charge will be governed by English law.

DESCRIPTION OF THE GLOBAL NOTES

General

Each Class of Notes shall be initially represented by a temporary global note in bearer form, without Coupons or Talons (each a "**Temporary Global Note**") (i) in the case of the Class A1 Notes, in the principal amount of £600,000,000, (ii) in the case of the Class A2 Notes, in the principal amount of £650,000,000, (iii) in the case of the Class M Notes, in the principal amount of £55,600,000 and (iv) in the case of the Class Z Notes, in the principal amount of £83,300,000. Each Temporary Global Note will be deposited on or around the Closing Date with a common safekeeper (the "**Common Safekeeper**") for Euroclear Bank S.A. / N.V. ("**Euroclear**") and Clearstream Banking, *Société anonyme* ("**Clearstream, Luxembourg**").

The Notes will be issued in new global note ("**NGN**") form. On 13 June 2006 the European Central Bank (the "**ECB**") announced that Notes in NGN form are in compliance with the "Standards for the use of EU securities settlement systems in ESCB credit operations" of the central banking system for the euro (the "**Eurosystem**"), **provided that** certain other criteria are fulfilled. At the same time the ECB also announced that arrangements for Notes in NGN form will be offered by Euroclear and Clearstream, Luxembourg as of 30 June 2006 and that debt securities in global bearer form issued through Euroclear and Clearstream, Luxembourg after 31 December 2006 will only be eligible as collateral for Eurosystem operations if the NGN form is used. On or about the Closing Date, the Issuer shall enter into an ISDCS agreement with Euroclear and Clearstream, Luxembourg.

Upon confirmation by the relevant Common Safekeeper that it has custody of the Temporary Global Notes, Euroclear or Clearstream, Luxembourg, as the case may be, will record the beneficial interests in the Temporary Global Notes ("**Book-Entry Interests**") representing beneficial interests in the Notes attributable thereto.

Interests in each Temporary Global Note will be exchangeable (provided certification of non-US beneficial ownership by the Noteholders has been received) not earlier than forty (40) days after the issue date of the Notes (the "**Exchange Date**") for interests in a permanent global note (each a "**Permanent Global Note**" and together with the Temporary Global Notes, the "**Global Notes**"), in bearer form, without coupons or talons, in the principal amount of the Notes of the relevant Class. No payments of principal, interest or any other amounts payable in respect of the Notes will be made under the Temporary Global Notes unless exchange for interests in the relevant Permanent Global Note is improperly withheld or refused. In addition, interest payments in respect of the Notes cannot be collected without such certification of non-U.S. beneficial ownership.

Book-Entry Interests in respect of the Notes are recorded in denominations of £100,000 and integral multiples of £1,000 in excess thereof (the "**Authorised Denomination**"). Ownership of Book-Entry Interests will be limited to persons that have accounts with Euroclear or Clearstream, Luxembourg ("**Participants**") or persons that hold interests in the Book-Entry Interests through Participants ("**Indirect Participants**"), including, as applicable, banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with Euroclear or Clearstream, Luxembourg, either directly or indirectly. Indirect Participants will also include persons that hold beneficial interests through such Indirect Participants. Book-Entry Interests will not be held in definitive form. Instead, Euroclear and Clearstream, Luxembourg, as applicable, will credit the Participants' accounts with the respective Book-Entry Interests beneficially owned by such Participants on each of their respective book-entry registration and transfer systems. The accounts initially credited will be designated by the Joint Lead Managers and Virgin Money. Ownership of Book-Entry Interests will be shown on, and transfers of Book-Entry Interests or the interests therein will be effected only through, records maintained by Euroclear or Clearstream, Luxembourg (with respect to the interests of their Participants) and on the records of Participants or Indirect Participants (with respect to the interests of Indirect Participants). The laws of some jurisdictions or other applicable rules may require that certain purchasers of securities take physical delivery of such securities in definitive form. The foregoing limitations may therefore impair the ability to own, transfer or pledge Book-Entry Interests.

So long as Virgin Money is the holder of the Notes underlying the Book-Entry Interests, Virgin Money will be considered the sole Noteholder of the Notes for all purposes under the Trust Deed. Except as set forth under "*Issuance of Definitive Notes*", below, Participants or Indirect Participants will not receive or be entitled to receive physical delivery of Notes in definitive form and will not be considered the

holders thereof under the Trust Deed. Accordingly, each person holding a Book-Entry Interest must rely on the rules and procedures of Euroclear or Clearstream, Luxembourg, as the case may be, and Indirect Participants must rely on the procedures of the Participants or Indirect Participants through which such person owns its interest in the relevant Book-Entry Interests, to exercise any rights and obligations of a holder of Notes under the Trust Deed. See "*Action in Respect of the Global Notes and the Book-Entry Interests*", below.

Unlike legal owners or holders of the Notes, holders of the Book-Entry Interests will not have the right under the Trust Deed to act upon solicitations by the Issuer or consents or requests by the Issuer for waivers or other actions from Noteholders. Instead, a holder of Book-Entry Interests will be permitted to act only to the extent it has received appropriate proxies to do so from Euroclear or Clearstream, Luxembourg, as the case may be, and, if applicable, their Participants. There can be no assurance that procedures implemented for the granting of such proxies will be sufficient to enable holders of Book-Entry Interests to vote on any requested actions on a timely basis. Similarly, upon the occurrence of a Note Event of Default, holders of Book-Entry Interests will be restricted to acting through Euroclear or Clearstream, Luxembourg unless and until Definitive Notes are issued in accordance with the Conditions. There can be no assurance that the procedures to be implemented by Euroclear and Clearstream, Luxembourg under such circumstances will be adequate to ensure the timely exercise of remedies under the Trust Deed.

Unless and until Book Entry Interests are exchanged for Definitive Notes, the Notes held by the relevant Common Safekeeper may not be transferred except as a whole by that Common Safekeeper to a successor of the Common Safekeeper.

Purchasers of Book-Entry Interests in a Note will hold Book-Entry Interests in the Notes relating thereto. Investors may hold their Book-Entry Interests in respect of a Note directly through Euroclear or Clearstream, Luxembourg (in accordance with the provisions set forth in the section entitled "*Transfers and Transfer Restrictions*", below), if they are account holders in such systems, or indirectly through organisations which are account holders in such systems. Euroclear and Clearstream, Luxembourg will hold Book-Entry Interests in each Note on behalf of their account holders through securities accounts in the respective account holders' names on Euroclear's and Clearstream, Luxembourg's respective book-entry registration and transfer systems.

Although Euroclear and Clearstream, Luxembourg have agreed to certain procedures to facilitate transfers of Book-Entry Interests among account holders of Euroclear and Clearstream, Luxembourg, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. None of the Issuer, the Joint Lead Managers, the Arrangers, the Note Trustee, the Security Trustee or any of their respective agents will have any responsibility for the performance by Euroclear or Clearstream, Luxembourg or their respective Participants or account holders of their respective obligations under the rules and procedures governing their operations.

Issuance of Definitive Notes

Each of the, Class A1 Permanent Global Note, the Class A2 Permanent Global Note, the Class M Permanent Global Note and the Class Z Permanent Global Note will become exchangeable in whole, but not in part, for Definitive Notes in denominations of £100,000, or above £100,000 in increments of £1,000 at the request of the bearer of the relevant Permanent Global Note against presentation and surrender of such Permanent Global Note to the Principal Paying Agent if either of the following events (each, an "**Exchange Event**") occurs:

- (a) either Euroclear or Clearstream, Luxembourg is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so and no alternative clearing system satisfactory to the Note Trustee is then in existence; or
- (b) as a result of any amendment to, or change in, the laws or regulations of the United Kingdom (or of any political sub-division thereof) or of any authority therein or thereof having power to tax or in the interpretation or administration by a revenue authority or a court or in the administration of such laws or regulations which becomes effective on or after the Closing Date, the Issuer or any Paying Agent is or will be required to make any deduction or withholding from any payment in respect of the Notes which would not be required were the Notes in definitive form.

Whenever a Permanent Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons (as defined in the Conditions) attached, in an aggregate principal amount equal to the principal amount of the relevant Permanent Global Note to the bearer of such Permanent Global Note against the surrender of such Permanent Global Note at the Specified Office (as defined in the Conditions) of the Principal Paying Agent within 30 days of the occurrence of the relevant Exchange Event.

Payments on Global Notes

All payments in respect of each Temporary Global Note and each Permanent Global Note will be made against presentation and (in the case of payment of principal in full with all interest accrued thereon) surrender of the relevant Temporary Global Note or (as the case may be) the relevant Permanent Global Note at the Specified Office of any Paying Agent and will be effective to satisfy and discharge the corresponding liabilities of the Issuer in respect of the Notes.

Each holder of Book Entry Interests must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for its share of any amounts paid by or on behalf of the Issuer to the relevant Common Safekeeper or its nominee in respect of those Book Entry Interests. All such payments will be distributed without deduction or withholding for any taxes, duties, assessments or other governmental charges of whatever nature except as may be required by law. If any such deduction or withholding is required to be made, then neither the Issuer, the Principal Paying Agent nor any other person will be obliged to pay additional amounts in respect thereof.

In accordance with the rules and procedures for the time being of Euroclear or, as the case may be, Clearstream, Luxembourg, after receipt of any payment from the Principal Paying Agent to the relevant Common Safekeeper, the respective systems will promptly credit their Participants' accounts with payments in amounts proportionate to their respective ownership of Book Entry Interests as shown in the records of Euroclear or Clearstream, Luxembourg. The Issuer expects that payments by Participants to owners of interests in Book Entry Interests held through such Participants or Indirect Participants will be governed by standing customer instructions and customary practices, as is now the case with the securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of such Participants or Indirect Participants. None of the Issuer, any agent of the Issuer, the Joint Lead Managers, the Arrangers, the Note Trustee or the Security Trustee will have any responsibility or liability for any aspect of the records relating to or payments made on account of a Participant's ownership of Book Entry Interests or for maintaining, supervising or reviewing any records relating to a Participant's ownership of Book Entry Interests.

Information Regarding Euroclear and Clearstream, Luxembourg

Euroclear and Clearstream, Luxembourg have advised the Issuer as follows:

Euroclear and Clearstream, Luxembourg each hold securities for their account holders and facilitate the clearance and settlement of securities transactions by electronic book-entry transfer between their respective account holders, thereby eliminating the need for physical movements of certificates and any risk from lack of simultaneous transfers of securities.

Euroclear and Clearstream, Luxembourg provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing.

Euroclear and Clearstream, Luxembourg each also deal with domestic securities markets in several countries through established depositary and custodial relationships. The respective systems of Euroclear and of Clearstream, Luxembourg have established an electronic bridge between their two systems across which their respective account holders may settle trades with each other.

Account holders in both Euroclear and Clearstream, Luxembourg are worldwide financial institutions including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to both Euroclear and Clearstream, Luxembourg is available to other institutions that clear through or maintain a custodial relationship with an account holder of either system.

An account holder's overall contractual relations with either Euroclear or Clearstream, Luxembourg are governed by the respective rules and operating procedures of Euroclear or Clearstream, Luxembourg and

any applicable laws. Both Euroclear and Clearstream, Luxembourg act under such rules and operating procedures only on behalf of their respective account holders, and have no record of or relationship with persons holding through their respective account holders.

The Issuer understands that under existing industry practices, if any of the Issuer, the Note Trustee or the Security Trustee requests any action of owners of Book-Entry Interests or if an owner of a Book-Entry Interest desires to give instructions or take any action that a holder is entitled to give or take under the Trust Deed or the Deed of Charge, Euroclear or Clearstream, Luxembourg as the case may be, would authorise the Participants owning the relevant Book-Entry Interests to give instructions or take such action, and such Participants would authorise Indirect Participants to give or take such action or would otherwise act upon the instructions of such Indirect Participants.

Redemption

In the event that any Global Note (or portion thereof) is redeemed, the Principal Paying Agent will deliver all amounts received by it in respect of the redemption of such Global Note to the nominee of the relevant Common Safekeeper and, upon final payment, will surrender such Global Note (or portion thereof) to or to the order of the Issuer for cancellation. The redemption price payable in connection with the redemption of Book Entry Interests will be equal to the amount received by the Principal Paying Agent in connection with the redemption of the Note (or portion thereof) relating thereto. For any redemptions of a Note in part, selection of the relevant Book Entry Interest relating thereto to be redeemed will be made by Euroclear or Clearstream, Luxembourg, as the case may be, on a *pro rata* basis (or on such basis as Euroclear or Clearstream, Luxembourg, as the case may be, deems fair and appropriate). Upon any redemption in part, the Principal Paying Agent will mark down the schedule to such Global Note by the principal amount so redeemed.

Cancellation

Cancellation of any Note represented by a Global Note and required by the Conditions to be cancelled following its redemption will be effected by endorsement by or on behalf of the Principal Paying Agent of the reduction in the principal amount of the relevant Global Note on the relevant schedule thereto.

Transfers and Transfer Restrictions

All transfers of Book-Entry Interests will be recorded in accordance with the book-entry systems maintained by Euroclear or Clearstream, Luxembourg, as applicable, pursuant to customary procedures established by each respective system and its Participants (see the section entitled "- *General*" above).

Action in Respect of the Global Notes and the Book-Entry Interests

Not later than 10 days after receipt by the Issuer of any notice in respect of the Notes or any notice of solicitation of consents or requests for a waiver or other action by the holder of the Notes, the Issuer will deliver to Euroclear and Clearstream, Luxembourg a notice containing (a) such information as is contained in such notice, (b) a statement that at the close of business on a specified record date Euroclear and Clearstream, Luxembourg will be entitled to instruct the Issuer as to the consent, waiver or other action, if any, pertaining to the Book-Entry Interests or the Notes and (c) a statement as to the manner in which such instructions may be given. Upon the written request of Euroclear or Clearstream, Luxembourg, as applicable, the Issuer shall endeavour insofar as practicable to take such action regarding the requested consent, waiver or other action in respect of the Book-Entry Interests or the Notes in accordance with any instructions set forth in such request. Euroclear or Clearstream, Luxembourg are expected to follow the procedures described under the section entitled "- *General*" above, with respect to soliciting instructions from their respective Participants.

Notices

The Issuer will send to Euroclear and Clearstream, Luxembourg a copy of any notices, reports and other communications received relating to the Issuer, the Notes or the Book-Entry Interests. In addition, if the Notes are no longer held in the clearing system notices regarding the Notes will be published in a leading newspaper having a general circulation in London (which so long as the Notes are listed on the London Stock Exchange and the rules of such Stock Exchange shall so require, is expected to be the Financial Times) and so long as the Notes are listed on a recognised stock exchange, by delivery in accordance with the notice requirements of that exchange. (see also **Condition 14** (*Notice to Noteholders*) of the Notes).

Meetings of Noteholders

The holder of a Global Note will be deemed to be two persons for the purpose of forming a quorum at a meeting of Noteholders.

TERMS AND CONDITIONS OF THE NOTES

The following are the Terms and Conditions (the "Conditions" and any reference to a "Condition" shall be construed accordingly) of the Notes in the form (subject to completion and amendment) in which they will be set out in the Trust Deed. A glossary of definitions appears in Condition 18 (Definitions) of these Conditions.

The Notes, defined in Condition 18 (*Definitions*) below, of Gosforth Funding 2014-1 plc (the "**Issuer**") are constituted pursuant to a trust deed (the "**Trust Deed**", which expression includes such trust deed as from time to time modified in accordance with the provisions therein contained and any deed or other document expressed to be supplemental thereto as from time to time so modified) dated on or about 12 September 2014 (the "**Closing Date**") and made between the Issuer and Citicorp Trustee Company Limited (in such capacity, the "**Note Trustee**", which expression includes its successors or any further or other trustee under the Trust Deed) as trustee for the Noteholders.

The security for the Notes is created pursuant to, and on the terms set out in, a deed of charge (the "**Deed of Charge**", which expression includes such deed of charge as from time to time modified in accordance with the provisions therein contained and any deed or other document expressed to be supplemental thereto as from time to time so modified) dated on the Closing Date and made between, *inter alios*, the Issuer and Citicorp Trustee Company Limited (in such capacity, the "**Security Trustee**", which expression includes its successors or any further or other trustee under the Deed of Charge).

By a paying agent and agent bank agreement dated on the Closing Date (the "**Paying Agent and Agent Bank Agreement**"), which expression includes such paying agent and agent bank agreement as from time to time modified in accordance with the provisions therein and any agreement, deed or other document expressed to be supplemental thereto as from time to time so modified) dated on the Closing Date and made among the Issuer, the Note Trustee and Citibank N.A., London Branch, as principal paying agent in the United Kingdom (the "**Principal Paying Agent**" and, together with the Principal Paying Agent and any other paying agents for the time being appointed under the Paying Agent and Agent Bank Agreement, the "**Paying Agents**"), Citibank N.A., London Branch, as agent bank (the "**Agent Bank**" and, together with the Paying Agents, the "**Agents**"), provision is made for, *inter alia*, the payment of principal and interest in respect of the Notes.

The statements in these Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed, the Deed of Charge and the Paying Agent and Agent Bank Agreement. The Notes are also the subject of the Basis Rate Swap Agreements (as defined in Condition 18 (*Definitions*)).

Copies of the Mortgages Trust Deed, the Mortgage Sale Agreement, the Deed of Charge, the Basis Rate Swap Agreements, the Trust Deed, the Paying Agent and Agent Bank Agreement, the Administration Agreement, the Back-Up Administration Agreement, the Trust Property Cash Management Agreement, the Back-Up Trust Property Cash Management Agreement, the Issuer Cash Management Agreement, the Back-Up Issuer Cash Management Agreement, the Account Bank Agreements, the Collection Account Declaration of Trust, the Swap Collateral Account Bank Agreement, the Master Definitions and Construction Schedule, the Corporate Services Agreement and the Subordinated Loan Agreement are available for inspection at the head office for the time being of the Principal Paying Agent, being at the date hereof, Citigroup Centre, 33 Canada Square, Canary Wharf, London E14 5LB. The Noteholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of, and definitions contained or incorporated in, the Trust Deed, the Deed of Charge, the Issuer Cash Management Agreement, the Paying Agent and Agent Bank Agreement, the Basis Rate Swap Agreements and the Master Definitions and Construction Schedule.

The issue of the Notes was authorised by a resolution of the board of directors of the Issuer passed on 5 September 2014.

1. **FORM, DENOMINATION AND TITLE**

Each Class of the Notes is initially represented by a temporary global note in bearer form (each a "**Temporary Global Note**"), without Coupons or Talons. Each Temporary Global Note will be deposited on behalf of the subscribers of each Class of the Notes with a common safekeeper (the "**Common Safekeeper**") for Euroclear or Clearstream, Luxembourg on the Closing Date. Upon deposit of the Temporary Global Notes, Euroclear or Clearstream, Luxembourg (as the case may

be) will credit each subscriber of the Notes with the principal amount of Notes of the relevant Class equal to the aggregate principal amount thereof for which it had subscribed and paid. Interests in each Temporary Global Note are exchangeable 40 days after the Closing Date (the "**Exchange Date**"), provided certification of non-U.S. beneficial ownership by the relevant Noteholders has been received, for interests in a permanent global note in bearer form (each a "**Permanent Global Note**") (which will also be deposited with a Common Safekeeper) representing the same Class of Notes, without Coupons or Talons. The expressions "**Global Notes**" and "**Global Note**" mean, respectively (i) all the Temporary Global Notes and the Permanent Global Notes or the Temporary Global Note and the Permanent Global Note of a particular class or (ii) any Temporary Global Notes or Permanent Global Notes, as the context may require. On the exchange of the Temporary Global Note for the Permanent Global Note of the relevant class, the Permanent Global Notes will remain deposited with the relevant Common Safekeeper. Title to the Global Notes will pass by delivery. The Permanent Global Notes will only be exchangeable for Definitive Notes in certain limited circumstances described below.

For so long as any Notes are represented by a Global Note, interests in such Notes will be transferable in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg, as appropriate.

If, while any of the Notes are represented by a Permanent Global Note: (i) either Euroclear or Clearstream, Luxembourg is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so and no other clearing system acceptable to the Note Trustee is then in existence, or (ii) as a result of any amendment to, or change in, the laws or regulations of the United Kingdom (or of any political sub-division thereof) or of any authority therein or thereof having power to tax or in the interpretation or administration of such laws or regulations which change becomes effective on or after the Closing Date, the Issuer or any Paying Agent is or will on the next Payment Date be required to make any deduction or withholding from any payment in respect of such Notes which would not be required were such Notes in definitive form, then the Issuer will issue Definitive Notes in respect of the Notes in exchange for the whole outstanding interest in the Permanent Global Note of each Class on the later of the Exchange Date and the day falling 30 days after the occurrence of the relevant event.

Definitive Notes of each Class will be issued in bearer form in denominations of £100,000 and in increments above £100,000 of £1,000 will be serially numbered and will be issued in bearer form with (at the date of issue) bearer interest coupons ("**Coupons**") and talons for further Coupons ("**Talons**") attached at the time of issue. Title to the Definitive Notes and Coupons shall pass by delivery.

The holder of any Note or any Coupon shall (to the fullest extent permitted by applicable laws) be deemed and treated at all times, by all persons and for all purposes (including the making of any payments), as the absolute owner of such Note or Coupon, as the case may be, regardless of any notice of ownership, theft or loss, of any trust or other interest therein or of any writing thereon and no person shall be liable for so treating such holder.

References to "**Notes**" in these Conditions shall include the Global Notes and the Definitive Notes.

2. **STATUS, PRIORITY AND SECURITY**

(A) **Status**

The Class A1 Notes and the Class A2 Notes are direct, secured and unconditional obligations of the Issuer and the Class M Notes and the Class Z Notes are direct, secured and (subject as provided in Condition 4(I) (*Deferral of Interest*)) unconditional obligations of the Issuer. All of the Notes are secured by the same security. Payments on each class of Notes will be made equally amongst all Notes of that class.

(B) **Priority**

(i) ***Interest***

The Issuer will in accordance with the Issuer Pre-Acceleration Revenue Priority of Payments or, as the case may be, the Issuer Post-Acceleration Priority of Payments make payments of interest on the Class A Notes (to be applied *pro rata* and *pari passu* between the Class A1 Notes and the Class A2 Notes) ahead of payments of interest on the Class M Notes and the Class Z Notes and make payments of interest on the Class M Notes ahead of payments of interest on the Class Z Notes.

(ii) ***Principal***

Prior to a Pass-Through Trigger Event, repayments of principal on the Class A1 Notes will be made in an amount up to the Target Amortisation Amount. Principal shall not be payable in respect of Class A2 Notes prior to a Pass-Through Trigger Event.

Following a Pass-Through Trigger Event, repayments of principal on the Class A Notes shall be paid, *first*, to redeem the Class A1 Notes (to the extent that any principal remains outstanding on the Class A1 Notes following the Pass-Through Trigger Event) until the Class A1 Notes have been redeemed in full, *second*, to redeem the Class A2 Notes until the Class A2 Notes have been redeemed in full, *third*, to redeem the Class M Notes until the Class M Notes have been redeemed in full and *fourth*, to redeem the Class Z Notes.

(C) **Conflict Between the Classes of Notes**

The Trust Deed provides that, except where expressly provided otherwise, where the Note Trustee is required to have regard to the interests of the Noteholders, the Note Trustee shall have regard to the interests of all the Noteholders equally as a Class (subject to the carve out in the definition of "outstanding" for this purpose), **provided that** the Note Trustee shall have regard for so long as there are any Class A Notes outstanding (as that term is defined in the Trust Deed), only to the interests of the Class A Noteholders if, in the Note Trustee's opinion, there is or may be a conflict between the interests of the Class A Noteholders and the interests of the Class M Noteholders and/or the Class Z Noteholders and if there are no Class A Notes outstanding, the Note Trustee shall have regard for so long as there are any Class M Notes outstanding, only to the interests of the Class M Noteholders if, in the Note Trustee's opinion, there is or may be a conflict between the interests of the Class M Noteholders and the interests of the Class Z Noteholders.

The Trust Deed also provides that, in the case of a direction from the Class A Noteholders, other than in connection with a direction pursuant to Condition 9 (*Events of Default*) or Condition 10 (*Enforcement of Notes*) or a direction to the Note Trustee to waive or authorise any Note Event of Default or to determine that any Note Event of Default or Potential Note Event of Default shall not be treated as such, the Note Trustee shall take into account the interests of the holders of the Class A1 Notes and the Class A2 Notes and any conflict between the Class A Noteholders as further described in Condition 11(A) (*Meetings of Noteholders*).

(D) **Security**

As security for, *inter alia*, the payment of all monies payable in respect of the Notes, the Issuer has entered into the Deed of Charge, creating, *inter alia*, the following security (the "**Issuer Security**") in favour of the Security Trustee for itself and on trust for the other Secured Creditors (as defined in Condition 18 (*Definitions*) below):

- (i) a first fixed charge over the Issuer Share of the Trust Property;
- (ii) an assignment by way of first fixed security of the Issuer's rights, title, interest and benefit in and to the Transaction Documents to which the Issuer is a party, including:
 - (1) the Trust Deed;
 - (2) the Mortgages Trust Deed;
 - (3) the Beneficiaries Deed;
 - (4) the Mortgage Sale Agreement;
 - (5) the Administration Agreement;
 - (6) the Back-Up Administration Agreement;
 - (7) the Basis Rate Swap Agreements;
 - (8) the Paying Agent and Agent Bank Agreement;
 - (9) the Corporate Services Agreement;
 - (10) the Citi Account Bank Agreement;
 - (11) the BNY Account Bank Agreement;
 - (12) the Swap Collateral Account Bank Agreement;
 - (13) the Issuer Cash Management Agreement;
 - (14) the Back-Up Issuer Cash Management Agreement;
 - (15) the Subordinated Loan Agreement;
 - (16) the Trust Property Cash Management Agreement;
 - (17) the Back-Up Trust Property Cash Management Agreement; and
 - (18) such other documents as are expressed to be subject to the charges under the Deed of Charge;
- (iii) an assignment by way of first fixed security (which assignment may take effect as a floating charge) over the Issuer's rights, title, interest and benefit in the Issuer Transaction Accounts and each other account (if any) of the Issuer, and all amounts standing to the credit of those accounts (including all interest earned on such amounts); and
- (iv) a first floating charge over all the assets and undertaking of the Issuer which are not otherwise effectively subject to a fixed charge or assignment by way of security as described in the preceding paragraphs but extending over all the assets and undertakings of the Issuer.

3. **COVENANTS**

Save with the prior written consent of the Note Trustee and the Security Trustee or unless provided in or contemplated under these Conditions or any of the Transaction Documents to which the Issuer is a party, the Issuer shall not, so long as any Note remains outstanding:

(A) **Negative Pledge**

create or permit to subsist any mortgage, pledge, lien, charge, or other Security Interest whatsoever (unless arising by operation of law), upon the whole or any part of its assets (including any uncalled capital) or its undertakings, present or future;

(B) **Disposal of Assets**

sell, assign, transfer, convey, lease or otherwise dispose of, or deal with, or grant any option or present or future right to acquire all or any of its properties, assets, or undertakings or any interest, estate, right, title or benefit therein or thereto or agree or attempt or purport to do any of the foregoing;

(C) **Equitable Interest**

permit any person other than itself and the Security Trustee (as to itself and on behalf of the other Secured Creditors) to have any equitable or beneficial interest in any of its assets or undertakings or any interest, estate, right, title or benefit therein;

(D) **Bank Accounts**

have an interest in any bank account, other than the Issuer Accounts;

(E) **Restrictions on Activities**

carry on any business other than as described in the Prospectus dated 9 September 2014, and the related activities described therein or as contemplated in the Transaction Documents relating to the issue of the Notes;

(F) **Borrowings**

incur any indebtedness whatsoever other than under the Notes and other than under the Subordinated Loan Agreement or give any guarantee or indemnity in respect of any indebtedness or obligation of any person;

(G) **Merger**

consolidate or merge with any other person or convey or transfer substantially all of its properties or assets to any other person;

(H) **Waiver or Consent**

permit the validity or effectiveness of any of the Trust Deed or the Deed of Charge or the priority of the security interests created thereby to be amended, terminated, postponed, waived or discharged, or permit any other person whose obligations form part of the Issuer Security to be released from such obligations;

(I) **Employees or premises**

have any employees or premises or subsidiaries; and/or

(J) **Dividends and Distributions**

pay any dividend or make any other distribution to its shareholders or issue any further shares or alter any rights attaching to its shares as at the date of the Deed of Charge other than any dividend to be paid to Holdings to enable Holdings to repay the Holdings Loan.

4. **INTEREST**

(A) **Period of Accrual**

Each Note bears interest on its Principal Amount Outstanding from (and including) the Closing Date. Each Note (or, in the case of redemption in part only of a Note, that part only of such Note) shall cease to bear interest from its due date for redemption unless, upon due presentation, payment of the relevant amount of principal or any part thereof is improperly withheld or refused or default is otherwise made in the payment thereof. In such event, interest will continue to accrue on such unpaid amount (before as well as after any judgment) at the rate applicable to such Note up to (but excluding) the date on which, on presentation of such Note, payment in full of the relevant amount of principal is made, or (if earlier) the seventh day after notice is duly given by the Principal Paying Agent to the holder thereof (either in accordance with Condition 14 (*Notice to Noteholders*) or individually) that upon presentation thereof being duly made, such payment will be made, **provided that** upon presentation thereof being duly made, payment is in fact made.

Whenever it is necessary to compute an amount of interest in respect of the Notes for any period (including any Interest Period), such interest shall be calculated on the basis of actual days elapsed in a 365-day year (or, if any portion of an Interest Period falls in a leap year, the sum of (a) the actual number of days in any portion of such period falling in a leap year divided by 366 and (b) the actual number of days in that portion of such period falling in a non-leap year divided by 365).

(B) **Payment Dates and Interest Periods**

Interest on the Notes is payable quarterly in arrears on the 19th day of January, April, July and October in each year (or, if such day is not a Business Day, the next succeeding Business Day) (each a "**Payment Date**"), the first Payment Date being the Payment Date occurring on 19 January 2015 in respect of the Interest Period commencing on the Closing Date.

(C) **Rates of Interest**

The rate of interest payable in respect of each Class of Notes (each, a "**Rate of Interest**" and together the "**Rates of Interest**") will be determined by the Agent Bank on the relevant Interest Determination Date in accordance with the provisions below. There will be no minimum or maximum Rate of Interest.

(I) *For the Notes (other than the Class Z Notes)*

The Rate of Interest applicable to the Notes (other than the Class Z Notes) for each Interest Period shall be the aggregate of:

- (a) the Relevant Margin; and
- (b) the London Interbank Offered Rate ("**LIBOR**"), determined by the Agent Bank as described below.
 - (i) The Agent Bank shall determine the rate for three month deposits in Sterling ("**3 month GBP LIBOR**") in the London interbank market displayed on the Reuters Screen page LIBOR01 as at or about 11.00 a.m. (London time) on the Interest Determination Date; or in the case of the first Interest Period only, the rate obtained by linear interpolation of the rate for 3 month and 6 month deposits in Sterling in the market; or
 - (ii) if such rate does not appear on that page, the Agent Bank will:
 - (A) request the principal London office of each of the Reference Banks to provide the Agent Bank with its offered quotation to leading banks for 3 month GBP LIBOR of £10,000,000 in

the London interbank market as at or about 11.00 a.m. (London time) on the Interest Determination Date; and

- (B) determine the arithmetic mean (rounded upwards, if necessary, to five decimal places) of such quotations; or
- (iii) if such rate does not appear on that page and only two or three of the Reference Banks provide offered quotations, the Rates of Interest for the relevant Interest Period shall be determined in accordance with the provisions of sub-paragraph (b) above on the basis of the offered quotations of those Reference Banks providing such quotations; or
- (iv) if only one or none of the Reference Banks provides the Agent Bank with such an offered quotation, the Agent Bank shall consult with the Issuer for the purposes of agreeing two banks (or, where one only of the Reference Banks provided such a quotation, one additional bank) to provide such a quotation or quotations to the Agent Bank and the Rate of Interest for the Interest Period in question shall be determined, as aforesaid, on the basis of the offered quotations of such banks as so agreed (or, as the case may be, the offered quotations of such bank as so agreed and the relevant Reference Bank). If no such bank or banks is or are so agreed or such bank or banks as so agreed does or do not provide such a quotation or quotations, then the Rates of Interest for the relevant Interest Period shall be the Rates of Interest in effect for the last preceding Interest Period to which sub-paragraph (b) shall have applied but taking account of any change in the Relevant Margin.

For the purposes of these Conditions, the "**Relevant Margin**" shall be:

- (i) for the Class A1 Notes, 0.37 per cent. per annum up to and excluding the relevant Step-Up Date and thereafter 0.74 per cent. per annum;
- (ii) for the Class A2 Notes, 0.58 per cent. per annum up to and excluding the relevant Step-Up Date and thereafter 1.16 per cent. per annum; and
- (iii) for the Class M Notes, 1.00 per cent. per annum at all times.

(II) ***For the Class Z Notes***

The Rate of Interest applicable to the Class Z Notes for each Interest Period shall be at all times a fixed rate of 0 per cent. per annum.

(D) **Determination of Rates of Interest and Calculation of Interest Amounts**

- (a) The Agent Bank shall, as soon as practicable on each Interest Determination Date, determine and notify the Issuer, the Issuer Cash Manager, the Note Trustee and the Paying Agents of (a) the Rates of Interest applicable to the Notes (other than the Class Z Notes) for the relevant Interest Period and (b) the amount (being the "**Interest Amount**") payable in respect of each Interest Period in respect of interest on each Class of Notes.
- (b) The Interest Amount in respect of each Class of Notes shall be determined by applying the relevant Rate of Interest to the Principal Amount Outstanding of the relevant Note of the relevant Class, multiplying the sum by the applicable day count fraction described in Condition 4(A) (*Period of Accrual*) and rounding the resultant figure to the nearest penny (half a penny being rounded upwards).

(E) **Publication of Rates of Interest, Interest Amounts and other Notices**

As soon as possible after receiving each notification pursuant to Condition 4(D) (and in any event no later than the second Business Day thereafter), the Agent Bank will cause the Rate of Interest and the Interest Amount applicable to each Class of Notes for each Interest Period and the Payment Date falling at the end of such Interest Period to be notified to the Issuer, the Issuer Cash Manager, the Note Trustee, the Paying Agents and to each stock exchange, competent listing authority and/or quotation system (if any) on or by which the Notes are then listed, quoted and/or traded and will cause notice thereof to be given to the relevant Class of Noteholders in accordance with Condition 14 (*Notice to Noteholders*). The Interest Amounts and Payment Dates so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of any extension or shortening of the relevant Interest Period.

(F) **Determination and/or Calculation by Trustee**

If the Agent Bank does not at any time for any reason determine the Rate of Interest and/or calculate the Interest Amount for any Class of Notes in accordance with the foregoing paragraphs, the Note Trustee or an agent on its behalf may (i) determine the Rate of Interest at such rate as (having such regard as it shall think fit to the procedure described above) it may in its sole discretion deem fair and reasonable in all the circumstances and/or (as the case may be) (ii) calculate the Interest Amount for such Class of Notes in the manner specified in paragraph (D) above, and any such determination and/or calculation shall be deemed to have been made by the Agent Bank.

(G) **Notifications to be Final**

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 4 (*Interest*), (in the absence of wilful default, bad faith or manifest error) shall be binding on the Issuer, the Issuer Cash Manager, the Agent Bank, the Note Trustee and all Noteholders and (in such absence as aforesaid) no liability to the Noteholders shall attach to the Issuer, the Agent Bank, the Note Trustee or the Issuer Cash Manager in connection with the exercise or non-exercise by them or any of them of their powers, duties and discretions hereunder.

(H) **Agent Bank**

The initial Agent Bank is Citibank N.A., acting through its principal London office. In the event of Citibank N.A., London Branch being unwilling to act as the Agent Bank, or resigning pursuant to the Paying Agent and Agent Bank Agreement, the Issuer shall, with the approval of the Note Trustee, appoint a successor Agent Bank. The resignation of the Agent Bank will not take effect until a successor approved by the Note Trustee has been appointed.

(I) **Deferral of Interest**

Interest on the Class M Notes and/or the Class Z Notes shall be payable in accordance with this Condition 4 (*Interest*) save in the event that, whilst there are Class A Notes outstanding, the aggregate funds (if any) calculated in accordance with the Issuer Pre-Acceleration Revenue Priority of Payments as being available to the Issuer on any Payment Date for application in or towards the payment of interest which is, subject to this Condition 4(I) (*Deferral of Interest*), due on the Class M Notes and/or the Class Z Notes on such Payment Date (such aggregate available funds being referred to in this Condition 4(I) (*Deferral of Interest*) as the "**Class M Residual Amount**" or the "**Class Z Residual Amount**", as applicable) are not sufficient to satisfy in full the aggregate amount of interest which is, subject to this Condition 4(I) (*Deferral of Interest*), due on the Class M Notes and/or the Class Z Notes on such Payment Date, there shall be payable on such Payment Date, by way of interest on each Class M Note and/or Class Z Note, a *pro rata* share of the Class M Residual Amount or the Class Z Residual Amount, as applicable, or where the Class M Residual Amount or the Class Z Residual Amount, as applicable, is nil, nil.

In the event that, by virtue of the provisions of this Condition 4(I) (*Deferral of Interest*), a *pro rata* share of either the Class M Residual Amount or the Class Z Residual Amount or nil is paid

to the Class M Noteholders or the Class Z Noteholders, as applicable, in accordance with such provisions, the Issuer shall create a provision in its accounts for the shortfall equal to the amount by which the aggregate amount of interest paid on the Class M Notes and/or the Class Z Notes on any Payment Date in accordance with this Condition 4(I) (*Deferral of Interest*) falls short of the aggregate amount of interest which would have been payable on the Class M Notes and/or the Class Z Notes on that Payment Date pursuant to the other provisions of these Conditions but for this Condition 4(I) (*Deferral of Interest*). Such shortfall shall accrue interest at a rate for each Interest Period during which it is outstanding equal to the Rate of Interest for the Class M Notes or, as the case may be, the Class Z Notes applicable for such Interest Period. A *pro rata* share of such shortfall plus any interest accrued thereon shall be aggregated with the amount of, and treated for the purpose of this Condition as if it were, interest due (subject to the other provisions of this Condition 4(I) (*Deferral of Interest*)) on each Class M Note or, as the case may be, Class Z Note on the next succeeding Payment Date.

In the event of a delivery of a Class M Note Acceleration Notice and/or a Class Z Note Acceleration Notice (as described in Condition 9 (*Events of Default*)), all amounts of interest then due but not paid in respect of the Class M Notes and/or the Class Z Notes will themselves bear interest at the applicable rate of interest until both the unpaid interest and the interest on that interest are paid.

Any amount of interest in respect of the Class M Notes and/or the Class Z Notes otherwise payable under these Conditions (or which would have been payable but for an insufficiency of funds on any date), which is not paid by virtue of this Condition 4(I) (*Deferral of Interest*) together with accrued interest thereon shall become payable on the Final Redemption Date or on such earlier date as the Class M Notes and/or the Class Z Notes become immediately due and payable.

Payments of interest due on a Payment Date in respect of the Class A Notes will not be deferred. In the event of the delivery of a Class A Note Acceleration Notice (as described in Condition 9 (*Events of Default*)), the amount of interest that was due but not paid on such Payment Date will itself bear interest at the applicable Rate of Interest until both the unpaid interest and the interest on that interest are paid.

5. REDEMPTION AND CANCELLATION

(A) Final Redemption

Unless previously redeemed in full as provided in this Condition 5 (*Redemption and Cancellation*), the Issuer shall redeem each Class of Notes at their then Principal Amount Outstanding together with all accrued interest on the Final Redemption Date in respect of such Class of Notes.

The Issuer may not redeem the Notes in whole or in part prior to those respective dates except as provided in Condition 5(B) (*Mandatory Redemption of the Notes in Part*), (D) (*Optional Redemption in Full*) or (E) (*Optional Redemption for Tax and Other Reasons*) below, but without prejudice to Condition 9 (*Events of Default*).

(B) Mandatory Redemption of the Notes in Part

On each Payment Date, other than a Payment Date on which the Notes are to be redeemed under Condition 5(A) (*Final Redemption*), (D) (*Optional Redemption in Full*) or (E) (*Optional Redemption for Tax and Other Reasons*), the Issuer shall repay principal in respect of the Notes on each Payment Date as follows:

- (a) prior to the occurrence of a Pass-Through Trigger Event the amount of Issuer Available Principal Receipts available on such Payment Date in accordance with and subject to the relevant Priority of Payments, shall be applied to repay principal in respect of the Class A1 Notes in an amount equal to, the lesser of:
 - (1) the amount required to reduce the Principal Amount Outstanding of the relevant Class of Notes to the Target Principal Balance set out alongside the

relevant Payment Date in the table below (such amount, the "**Target Amortisation Amount**"); and

- (2) the amount of such Issuer Available Principal Receipts;

Payment Date falling in	Class A1 Target Principal Balance (£)
19/01/2015	535,500,929.82
19/04/2015	488,810,117.22
19/07/2015	443,545,815.04
19/10/2015	399,678,520.86
19/01/2016	357,153,943.81
19/04/2016	315,946,709.83
19/07/2016	276,028,612.25
19/10/2016	237,232,921.59
19/01/2017	199,176,997.29
19/04/2017	162,072,515.23
19/07/2017	124,572,985.52
19/10/2017	88,617,032.90
19/01/2018	53,700,922.95
19/04/2018	20,596,006.02
19/07/2018	0

- (b) prior to the occurrence of a Pass-Through Trigger Event there shall be no repayment of principal on the Class A2 Notes, the Class M Notes, or the Class Z Notes.
- (c) following the occurrence of a Pass-Through Trigger Event, the amount of Issuer Available Principal Receipts available on such Payment Date in respect of each of the Class A1 Notes, the Class A2 Notes, the Class M Notes and the Class Z Notes in accordance with and subject to the relevant Priority of Payments applicable to the Issuer in the manner described in and subject to the Deed of Charge.

(C) **Note Principal Payments, Principal Amount Outstanding and Pool Factor**

The principal amount redeemable (the "**Note Principal Payment**") in respect of each Note of a particular Class of Notes on any Payment Date under Condition 5(B) (*Mandatory Redemption of the Notes in Part*) above shall be the amount required as at that Payment Date to be applied in redemption of the Notes of that Class divided by the number of Notes of that Class in the relevant denomination then outstanding, **provided always that** no such Note Principal Payment may exceed the Principal Amount Outstanding of the relevant Note.

On the day falling two Business Days prior to each Payment Date (the "**Payment Calculation Date**"), the Issuer shall determine (or cause the Issuer Cash Manager to determine) (i) the amount of any Note Principal Payment payable in respect of each Note of the relevant Class on the immediately following Payment Date, (ii) the Principal Amount Outstanding of each such Note and (iii) the fraction expressed as a decimal to the fifth decimal point (the "**Pool Factor**"), of which the numerator is the Principal Amount Outstanding of that Note (as referred to in (ii) above) and the denominator is 100,000. Each determination by or on behalf of the Issuer of any

Note Principal Payment of a Note, the Principal Amount Outstanding of a Note and the Pool Factor shall in each case (in the absence of wilful default, bad faith or manifest error) be final and binding on all persons.

With respect to the Notes of each Class, the Issuer will cause each determination of the Note Principal Payment, the Principal Amount Outstanding and the Pool Factor to be notified forthwith, and in any event not later than 3.00 p.m. (London time) on the Payment Calculation Date, to the Note Trustee, the Paying Agents, the Agent Bank and (for so long as the Notes are listed on one or more stock exchanges) the relevant stock exchanges, and will cause notice of each determination of the Note Principal Payment, the Principal Amount Outstanding and the Pool Factor to be given to Noteholders in accordance with Condition 14 (*Notice to Noteholders*) by no later than the Business Day prior to the relevant Payment Date.

If the Issuer does not at any time for any reason determine (or cause the Issuer Cash Manager to determine), a Note Principal Payment, the Principal Amount Outstanding or the Pool Factor in accordance with the preceding provisions of this paragraph, such Note Principal Payment, Principal Amount Outstanding and Pool Factor may be determined by the Note Trustee or an agent on its behalf in accordance with this paragraph (C) and each such determination or calculation shall be deemed to have been made by the Issuer. Any such determination shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Issuer Cash Manager and the Noteholders.

(D) **Optional Redemption in Full**

- (i) On any Payment Date on or following the relevant Step-Up Date for a Class of Notes and having given not more than 30 nor fewer than 5 days' prior written notice to the Note Trustee and the Noteholders of that relevant Class of Notes in accordance with Condition 14 (*Notice to Noteholders*) and to the Standby Basis Rate Swap Provider, the Issuer may redeem all (but not some only) of the Notes of that Class at their Principal Amount Outstanding together with any accrued interest, **provided that**, prior to giving any such notice, the Issuer shall have provided to the Note Trustee a certificate signed by two directors of the Issuer to the effect that it will have the funds, not subject to any interest of any other person, required to redeem that Class of Notes as aforesaid and any amounts required to be paid in priority to or *pari passu* with that Class of Notes outstanding in accordance with the Deed of Charge and the relevant Priority of Payments **and provided that** a Class of Notes may not be redeemed pursuant to this Condition unless all Classes of Notes more senior to such Class of Notes has been redeemed in full.
- (ii) On any Payment Date on which the aggregate Principal Amount Outstanding of the Notes is (or will be) equal to or less than 10 per cent. of the aggregate Principal Amount Outstanding of the Notes as at the Closing Date and having given not more than 30 nor fewer than 5 days' prior notice to the Note Trustee and the Noteholders in accordance with Condition 14 (*Notice to Noteholders*) and the Standby Basis Rate Swap Provider, the Issuer may redeem all (but not some only) of the Notes at their Principal Amount Outstanding together with any accrued interest, **provided that**, prior to giving any such notice, the Issuer shall have provided to the Note Trustee a certificate signed by two directors of the Issuer to the effect that it will have the funds, not subject to any interest of any other person, required to redeem the Notes as aforesaid and any amounts required to be paid in priority to or *pari passu* with the Notes outstanding in accordance with the Deed of Charge and the relevant Priority of Payments.

(E) **Optional Redemption for Tax and other Reasons**

If the Issuer at any time satisfies the Note Trustee immediately prior to the giving of the notice referred to below that on the next Payment Date:

- (i) either:
 - (a) by reason of a change in Tax law after the Closing Date, the Issuer would be required to deduct or withhold from any payment of principal or interest or any other amount under any of the Notes any amount for or on account of any

present or future taxes, duties, assessments or governmental charges of whatever nature; or

- (b) by reason of a change in Tax law after the Closing Date, the Issuer would be required to deduct or withhold from any payment under the relevant Swap Agreement any amount for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature; or
 - (c) by reason of a change in Tax law after the Closing Date, the Issuer would become subject to United Kingdom corporation tax in an accounting period on an amount which materially exceeds the aggregate Issuer Profit Amount retained during that accounting period; and
- (ii) such obligation of the Issuer cannot be avoided by the Issuer taking reasonable measures available to it, then the Issuer may, having given not more than 90 nor fewer than 30 days' notice to the Note Trustee and the Noteholders in accordance with Condition 14 (*Notice to Noteholders*) and to the Standby Basis Rate Swap Provider, redeem all (but not some only) of the Notes on the immediately succeeding Payment Date at their aggregate Principal Amount Outstanding together with any interest accrued thereon **provided that** (in either case), prior to giving any such notice, the Issuer shall have provided to the Note Trustee (A) a certificate signed by two directors of the Issuer stating that the circumstances referred to in (a), (b) or (c) above prevail and setting out details of such circumstances and (B) an opinion in form and substance satisfactory to the Note Trustee of independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to make such deduction or withholding or has or will become subject to such additional amount of tax. The Note Trustee shall be entitled to accept such certificate and opinion as sufficient evidence of the satisfaction of the circumstance set out in (a), (b) or (c) above, in which event they shall be conclusive and binding on the Noteholders. The Issuer may only redeem the Notes as aforesaid if the Issuer shall have provided to the Note Trustee a certificate signed by two directors of the Issuer to the effect that it will have the funds, not subject to the interest of any other person, required to redeem the Notes as aforesaid and any amounts required under the relevant Priority of Payments and the Deed of Charge to be paid in priority to or *pari passu* with the Notes outstanding in accordance with the terms and conditions thereof.

(F) **Limited Recourse**

If at any time following:

- (i) the occurrence of either:
 - (A) the Final Redemption Date or any earlier date upon which all of the Notes of each Class are due and payable; or
 - (B) the service of an Enforcement Notice; and
- (ii) realisation of the Charged Property and application in full of any amounts available to pay amounts due and payable under the Notes in accordance with the applicable Priority of Payments,

the proceeds of such Realisation are insufficient, after payment of all other claims ranking in priority in accordance with the applicable Priority of Payments, to pay in full all amounts then due and payable under any Class of Notes then the amount remaining to be paid (after such application in full of the amounts first referred to in (ii) above) under such Class of Notes (and any Class of Notes junior to that Class of Notes) shall, on the day following such application in full of the amounts referred to in (ii) above, cease to be due and payable by the Issuer.

For the purposes of this Condition 5(F), "**Realisation**" means, in relation to any Charged Property, the deriving, to the fullest extent practicable, (in accordance with the provisions of the Transaction Documents) of proceeds from or in respect of such Charged Property including (without limitation) through sale or through performance by an obligor.

(G) **No purchase**

The Issuer may not purchase any Note of any Class.

(H) **Cancellation**

All Notes redeemed in full or otherwise surrendered will be cancelled forthwith by the Issuer, together with all unmatured Coupons appertaining thereto or surrendered therewith, and no such Notes or Coupons may be reissued or resold.

6. **PAYMENTS**

(A) **Global Notes**

On and after the Exchange Date, no payment will be made on a Temporary Global Note unless exchange for an interest in the corresponding Permanent Global Note is improperly withheld or refused. Payments of principal and interest in respect of any Global Note will be made only against presentation (and, in the case of final redemption of a Global Note or in circumstances where the unpaid principal amount of the relevant Global Note would be reduced to zero (including as a result of any other payment of principal due in respect of such Global Note) surrender) of such Global Note at the Specified Office of the Principal Paying Agent. A record of each payment so made, distinguishing between payments of principal and payments of interest and, in the case of partial payments, of the amount of each partial payment will be endorsed on the schedule to the relevant Global Note by or on behalf of the relevant Paying Agent, which endorsement shall be *prima facie* evidence that such payment has been made.

Payments in respect of the Notes will be made in Sterling by Sterling cheque drawn on a bank in London at the Specified Office of the Principal Paying Agent or, at the option of the Noteholder, by transfer to a Sterling account maintained by the payee with a bank in London.

(B) **Definitive Notes**

Payments of principal and interest in respect of Definitive Notes will be made against presentation (and (i) where, after such payment, the unpaid principal amount of the relevant Note would be reduced to zero (including as a result of any other payment of principal due in respect of such Note) or (ii) in the case of the payment of interest due on a Payment Date, surrender) of the relevant Coupon as the case may be, in respect of the Notes, at the Specified Office of the Principal Paying Agent and, at the option of the holder, either by Sterling cheque drawn on a bank in London or by transfer to a Sterling account maintained by the payee with a bank in London.

(C) **Laws and Regulations**

Payments of principal and interest in respect of the Notes are subject in all cases to any fiscal or other laws and regulations applicable thereto. Noteholders will not be charged commissions or expenses on payments.

(D) **Payment of Interest following a failure to pay Principal**

If payment of principal is improperly withheld or refused on or in respect of any Note or part thereof or default is otherwise made in the payment thereof, the interest which continues to accrue in respect of such Note in accordance with Condition 4(A) (*Period of Accrual*) will be paid in accordance with this Condition 6 (*Payments*).

(E) **Change of Agents**

The initial Principal Paying Agent and its initial Specified Offices are listed at the end of these Conditions. The Issuer reserves the right, subject to the prior written approval of the Note Trustee, at any time to vary or terminate the appointment of any Paying Agent and to appoint additional or other Paying Agents. The Issuer will at all times maintain a Principal Paying Agent with a Specified Office in the United Kingdom. The Issuer undertakes that it will ensure that it maintains a Paying Agent in a Member State of the European Union that is not obliged to

withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to such Directive. The Issuer will cause at least 30 days' notice of any change in or addition to the Paying Agents or their Specified Offices to be given in accordance with Condition 14 (*Notice to Noteholders*).

(F) **No payment on non-Business Day**

Where payment is to be made by transfer to a Sterling account, payment instructions (for value the due date or, if the due date is not a Business Day, for value the next succeeding Business Day) will be initiated and, where payment is to be made by Sterling cheque, the cheque will be mailed (i) (in the case of payments of principal and interest payable on redemption) on the later of the due date for payment and the day on which the relevant Note is surrendered (or, in the case of part payment only, endorsed) at the Specified Office of a Paying Agent and (ii) (in the case of payments of interest payable other than on redemption) on the due date for payment. A holder of a Note shall not be entitled to any interest or other payment in respect of any delay in payment resulting from (a) the due date for a payment not being a Business Day or (b) a cheque mailed in accordance with this Condition 6(F) (*No Payment on non-Business Day*) arriving after the due date for payment or being lost in the mail.

(G) **Payment of Interest**

Subject as provided otherwise in these Conditions, if interest is not paid in respect of a Note of any Class on the date when due and payable (other than because the due date is not a Business Day (as defined in Condition 6(F) (*No Payment on non-Business Day*)) or by reason of non-compliance with Condition 6(A) (*Global Notes*) or Condition 6(B) (*Definitive Notes*)), then such unpaid interest shall itself bear interest at the Rate of Interest applicable from time to time to such Note until such interest and interest thereon are available for payment and notice thereof has been duly given by the Issuer in accordance with Condition 14 (*Notice to Noteholders*).

7. **PRESCRIPTION**

Claims against the Issuer for payment of interest and principal on redemption shall be prescribed and become void if the relevant Global Note is not surrendered for payment within a period of 10 years from the relevant date in respect thereof. After the date on which a payment under a Note becomes void in its entirety, no claim may be made in respect thereof. In this Condition 7 (*Prescription*) the "**relevant date**", in respect of a payment under a Note, is the date on which the payment in respect thereof first becomes due or (if the full amount of the monies payable in respect of those payments under all the Notes of the relevant Class due on or before that date has not been duly received by the Principal Paying Agent or the Note Trustee on or prior to such date) the date on which the full amount of such monies having been so received or notice to that effect is duly given to Noteholders in accordance with Condition 14 (*Notice to Noteholders*).

8. **TAXATION**

All payments in respect of the Notes will be made without withholding or deduction for, or on account of, any present or future taxes, duties or charges of whatsoever nature unless the Issuer or any relevant Paying Agent is required by applicable law to make any payment in respect of the Notes subject to any such withholding or deduction. In that event, the Issuer or such Paying Agent shall make such payment after such withholding or deduction has been made and shall account to the relevant authorities for the amount so required to be withheld or deducted. No Paying Agent nor the Issuer will be obliged to make any additional payments to Noteholders in respect of such withholding or deduction.

Notwithstanding any other provision in these Conditions, the Issuer shall be permitted to withhold or deduct any amounts in connection with FATCA. Neither the Issuer nor any Paying Agent will have any obligation to pay additional amounts or otherwise indemnify a holder or any other person for any withholding deducted or withheld by any party on account of FATCA as a result of any person not receiving payments free of FATCA withholding.

"**FATCA**" means the rules of U.S. Internal Revenue Code Sections 1471 through 1474 (or any amended or successor provisions), any inter-governmental agreement or implementing

legislation adopted by another jurisdiction or any agreement with the US Internal Revenue Service in connection with these provisions.

9. **EVENTS OF DEFAULT**

(A) **Class A Noteholders**

The Note Trustee in its absolute discretion may, subject to it being indemnified and/or secured and/or prefunded to its satisfaction, give notice to the Issuer and each Basis Rate Swap Provider of a Note Event of Default (as defined below) in respect of the Class A Notes (a "**Class A Note Acceleration Notice**"), and shall, subject to it being indemnified and/or secured and/or prefunded to its satisfaction, give such notice (1) if so directed in writing by the holders of more than 25 per cent. in aggregate Principal Amount Outstanding of the Class A Notes then outstanding or (2) if so directed by or pursuant to an Extraordinary Resolution passed at a meeting of the holders of the Class A Notes then outstanding, declaring (in writing) the Notes of each Class outstanding to be due and repayable (and they shall forthwith become due and repayable) at any time after the happening of any of the following events which is continuing or unwaived (each a "**Note Event of Default**"):

- (i) default being made for a period of 7 Business Days in the payment of any amount of principal on the Class A Notes when and as the same ought to be paid in accordance with these Conditions or default being made for a period of 15 Business Days in the payment of any amount of interest on the Class A Notes when and as the same ought to be paid in accordance with these Conditions; or
- (ii) the Issuer failing duly to perform or observe any other obligation binding upon it under the Class A Notes, the Trust Deed, the Deed of Charge or any other Transaction Document and, in any such case (except where the Note Trustee certifies that, in its opinion, such failure is incapable of remedy, in which case no notice will be required), such failure is continuing unremedied for a period of 30 days following the service by the Note Trustee on the Issuer of a notice in writing requiring the same to be remedied and the Note Trustee has confirmed that the failure to perform or observe is in its sole opinion materially prejudicial to the interests of the holders of the Class A Notes; or
- (iii) the Issuer, otherwise than for the purposes of such amalgamation or reconstruction as is referred to in sub-paragraph (iv) below, ceases or threatens to cease to carry on its business or (in the sole opinion of the Note Trustee) a substantial part of its business or the Issuer is deemed unable to pay its debts within the meaning of section 123(1)(a), (b), (c) or (d) of the Insolvency Act 1986 (as that section may be amended, modified or re-enacted) or becomes unable to pay its debts within the meaning of section 123(2) of the Insolvency Act 1986 (as that section may be amended, modified or re-enacted); or
- (iv) an order being made or an effective resolution being passed for the winding-up of the Issuer except a winding-up for the purposes of or pursuant to an amalgamation, restructuring or merger the terms of which have previously been approved by the Note Trustee in writing or by an Extraordinary Resolution of the holders of the Class A Notes then outstanding; or
- (v) proceedings being otherwise initiated against the Issuer under any applicable liquidation, insolvency, composition, reorganisation or other similar laws (including, but not limited to, application to the court for an administration order, the filing of documents with the court for the appointment of an administrator or the service of a notice of intention to appoint an administrator) and such proceedings are not, in the opinion of the Note Trustee, being disputed in good faith with a reasonable prospect of success, or an administration order being granted or an administrative receiver or other receiver, liquidator or other similar official being appointed in relation to the Issuer or in relation to the whole or (in the sole opinion of the Note Trustee) any substantial part of the undertaking or assets of the Issuer, or an encumbrancer taking possession of the whole or (in the sole opinion of the Note Trustee) any substantial part of the undertaking or assets of the Issuer, or a distress, execution, diligence or other process being levied or enforced upon or sued out against the whole or (in the sole opinion of the Note Trustee) any

substantial part of the undertaking or assets of the Issuer and such possession or process (as the case may be) not being discharged or not otherwise ceasing to apply within 30 days, or the Issuer initiating or consenting to judicial proceedings relating to itself under applicable liquidation, insolvency, composition, reorganisation or other similar laws or making a conveyance or assignment for the benefit of its creditors generally.

For the purposes of this Condition 9(A) (*Class A Noteholders*), the Class A1 Notes and the Class A2 Notes shall be treated as a single class of Notes ranking equally.

(B) **Class M Noteholders**

This Condition 9(B) (*Class M Noteholders*) shall have no effect if, and for as long as, any Class A Notes are outstanding. Subject thereto, for so long as any Class M Notes are outstanding, the Note Trustee in its absolute discretion may, subject to its being indemnified and/or secured and/or prefunded to its satisfaction, give written notice to the Issuer and each Basis Rate Swap Provider of a Note Event of Default (as defined below) in respect of the Class M Notes (a "**Class M Note Acceleration Notice**") and shall, subject to it being indemnified and/or secured and/or prefunded to its satisfaction, give such notice (1) if so directed in writing by the holders of more than 25 per cent. in aggregate Principal Amount Outstanding of the Class M Notes then outstanding or (2) if so directed by or pursuant to an Extraordinary Resolution passed at a meeting of the holders of the Class M Notes then outstanding, declaring (in writing) the Notes of each Class outstanding to be due and repayable (and they shall forthwith become due and repayable) at any time after the happening of any of the following events (each a "**Note Event of Default**"):

- (i) default being made for a period of 7 Business Days in the payment of any amount of principal on any Class M Note when and as the same ought to be paid in accordance with these Conditions or default being made for a period of 15 Business Days in the payment of any amount of interest on any Class M Note when and as the same ought to be paid in accordance with these Conditions; or
- (ii) the occurrence of any of the events in Condition 9(A)(ii), (iii), (iv) or (v) above **provided that** the references in Condition 9(A)(ii) and Condition 9(A)(iv) to Class A Notes and Class A Noteholders shall be read as references to Class M Notes and Class M Noteholders, respectively.

(C) **Class Z Noteholders**

This Condition 9(C) (*Class Z Noteholders*) shall have no effect if, and for as long as, any Class A Notes or Class M Notes are outstanding. Subject thereto, for so long as any Class Z Notes are outstanding, the Note Trustee in its absolute discretion may, subject to its being indemnified and/or secured and/or prefunded to its satisfaction, give written notice to the Issuer and each Basis Rate Swap Provider of a Note Event of Default (as defined below) in respect of the Class Z Notes (a "**Class Z Note Acceleration Notice**" and in these Conditions, a Class A Note Acceleration Notice, a Class M Note Acceleration Notice and a Class Z Note Acceleration Notice can each be referred to, as the context requires, as a "**Note Acceleration Notice**"), and shall, subject to it being indemnified and/or secured and/or prefunded to its satisfaction, give such notice (1) if so directed in writing by the holders of more than 25 per cent. in aggregate Principal Amount Outstanding of the Class Z Notes then outstanding or (2) if so directed by or pursuant to an Extraordinary Resolution passed at a meeting of the holders of the Class Z Notes then outstanding, declaring (in writing) the Class Z Notes to be due and repayable (and they shall forthwith become due and repayable) at any time after the happening of any of the following events (each a "**Note Event of Default**"):

- (i) default being made for a period of 7 Business Days in the payment of any amount of principal on any Class Z Note when and as the same ought to be paid in accordance with these Conditions or default being made for a period of 15 Business Days in the payment of any amount of interest on any Class Z Note when and as the same ought to be paid in accordance with these Conditions; or

- (ii) the occurrence of any of the events in Condition 9(A)(ii), (iii), (iv) or (v) above **provided that** the references in Condition 9(A)(ii) and Condition 9(A)(iv) to Class A Notes and Class A Noteholders shall be read as references to Class Z Notes and Class Z Noteholders, respectively.

(D) **Following Service of a Note Acceleration Notice**

For the avoidance of doubt, upon any Note Acceleration Notice being given by the Note Trustee in accordance with Condition 9(A) (*Class A Noteholders*), Condition 9(B) (*Class M Noteholders*) or Condition 9(C) (*Class Z Noteholders*) above, all Classes of the Notes then outstanding shall immediately become due and repayable, without further action or formality, at their Principal Amount Outstanding together with accrued interest as provided in the Trust Deed.

No Noteholder may take any steps or proceedings or other action directly against the Issuer **provided that** if the Note Trustee has become bound to deliver a Note Acceleration Notice or to instruct the Security Trustee to give an Enforcement Notice to the Issuer and has failed to do so within 30 days of becoming so bound and such failure is continuing, the holders of more than 25 per cent. in aggregate of the Principal Amount Outstanding of the Most Senior Class then outstanding may, as applicable, (a) deliver a Note Acceleration Notice to the Issuer and each Basis Rate Swap Provider in accordance with this Condition 9 (*Events of Default*) and/or (b) instruct the Security Trustee to give an Enforcement Notice to the Issuer in accordance with Condition 10 (*Enforcement of Notes*). For the purposes of this Condition 9(D), the Class A1 Notes and the Class A2 Notes shall be treated as a single class of Notes ranking equally.

10. **ENFORCEMENT OF NOTES**

(A) **Instruction to Enforce**

At any time after a Note Acceleration Notice has been given to the Issuer, the Note Trustee:

- (i) may in its absolute discretion; and
- (ii) shall if it has been directed to do so:
 - (A) in writing by the holders of more than 25 per cent. in aggregate of the Principal Amount Outstanding of the Most Senior Class then outstanding; or
 - (B) by or pursuant to an Extraordinary Resolution passed at a meeting of the holders of the Most Senior Class then outstanding,

subject in each case to being indemnified and/or secured and/or prefunded to its satisfaction in accordance with the Trust Deed, instruct the Security Trustee (subject to it being indemnified and/or secured and/or prefunded to its satisfaction) to take enforcement steps in relation to the Issuer Security.

(B) **Enforcement Notice**

Under the terms of the Deed of Charge, if the Note Trustee provides the Security Trustee with a copy of a Note Acceleration Notice given to the Issuer or if the Noteholders give an instruction under Condition 9(D) and instruct it (subject to it being indemnified and/or secured and/or prefunded to its satisfaction) to take enforcement steps in relation to the Issuer Security, the Security Trustee is required to give a notice (an "**Enforcement Notice**") to the Issuer declaring the whole of the Issuer Security to be enforceable.

Amounts available for distribution on enforcement of the Issuer Security shall be distributed in accordance with the terms of the Deed of Charge.

No Noteholder may take any steps or proceedings or other action directly against the Issuer or in respect of the Issuer Security **provided that** if the Security Trustee has become bound to deliver an Enforcement Notice to the Issuer and has failed to do so within 30 days of becoming so bound and such failure is continuing, the holders of more than 25 per cent. in aggregate of the Principal Amount Outstanding of the Class A Notes then outstanding (or, following redemption

in full of the Class A Notes, the Class M Notes or, following redemption in full of the Class M Notes, the Class Z Notes) may, as applicable, (a) deliver an Enforcement Notice to the Issuer and each Basis Rate Swap Provider in accordance with this Condition 10 (*Enforcement of Notes*) and (b) to the extent legally possible, take enforcement steps in relation to the Issuer Security, **provided that** no Noteholder nor any party on its behalf shall initiate or join any person in initiating any Insolvency Proceeding in relation to the Issuer. For the purposes of this Condition 10(B) (*Enforcement Notice*), the Class A1 Notes and the Class A2 Notes shall be treated as a single class of Notes ranking equally.

11. **MEETINGS OF NOTEHOLDERS, MODIFICATIONS AND WAIVER**

(A) **Meetings of Noteholders**

The Trust Deed contains provisions for convening meetings of a Class or Classes of Noteholders to consider any matter affecting their interests, including the sanctioning by an Extraordinary Resolution of a modification of any provision of the Notes of the relevant Class or Classes (including these Conditions) or the provisions of any of the Transaction Documents.

Subject as provided in the following paragraph, the quorum at any meeting of the Noteholders of any Class convened to consider an Extraordinary Resolution will be two or more persons (or if the Notes are in global form, one or more persons) holding or representing more than half of the aggregate Principal Amount Outstanding of the Notes of that Class then outstanding or, at any adjourned meeting, two or more persons (or if the Notes are in global form, one or more persons) being or representing Noteholders of that Class then outstanding, whatever the aggregate Principal Amount Outstanding of the Notes then outstanding so held or represented.

The quorum at any meeting of the Noteholders of any Class for passing an Extraordinary Resolution to sanction any of the following matters, but excluding any modification or amendment made pursuant to Condition 11(E) (*Modifications and Determinations by Note Trustee*) (each a "**Basic Terms Modification**"), namely:

- (i) any change in the amount payable or, where applicable, any modification of the method of calculating the amount payable or any modification of the date of payment or, where applicable, of the method of calculating the date of payment in respect of any principal, premium or interest in respect of the Notes;
- (ii) any alteration in the priority in which payments are made to Noteholders pursuant to any Priority of Payment;
- (iii) any alteration of the quorum or majority required to pass an Extraordinary Resolution; and
- (iv) any alteration of this definition,

shall be two or more persons (or if the Notes are in global form one or more persons) holding or representing not less than three quarters or, at any adjourned and reconvened meeting, not less than one quarter of the aggregate Principal Amount Outstanding of the Notes then outstanding of such Class.

A written resolution signed by or on behalf of the holders of not less than 90 per cent. of the Principal Amount Outstanding of the relevant Class or Classes of Notes then outstanding shall for all purposes be as valid and effective as an Extraordinary Resolution passed at a meeting of such Class of Noteholders. Any resolution passed by way of Electronic Consents given by holders through the relevant Clearing System(s) in accordance with these Conditions and the Trust Deed shall also be binding on the relevant Noteholders.

The Trust Deed provides that, except in the case of an Extraordinary Resolution directing the Note Trustee to give a Note Acceleration Notice or to instruct the Security Trustee to give an Enforcement Notice or to take enforcement steps in relation to the Issuer Security, as to which the provisions of Condition 9 (*Issuer Events of Default*) or, as the case may be, Condition 10 (*Enforcement of Notes*) shall apply, and in relation to a direction to the Note Trustee to waive or

authorise any Note Event of Default or not to treat as such any Note Event of Default or Potential Note Event of Default, as to which the provisions of the Trust Deed shall apply:

- (i) a resolution which, in the sole opinion of the Note Trustee, affects the interests of the holders of one Class only of the Class A Notes shall be deemed to have been duly passed if passed at a separate meeting of the holders of the Class A Notes of that Class;
- (ii) a resolution which, in the sole opinion of the Note Trustee, affects the interests of the holders of more than one Class of the Class A Notes but does not give rise to a conflict of interest between the holders of any of the Classes of the Class A Notes so affected shall be deemed to have been duly passed if passed at a single meeting of the holders of the Class A Notes of all the Classes so affected; and
- (iii) a resolution which, in the sole opinion of the Note Trustee, affects the interests of the holders of more than one Class of the Class A Notes and gives or may give rise to a conflict of interest between the holders of any of the Classes of Class A Notes so affected shall be deemed to have been duly passed only if passed at separate meeting of the holders of each Class of the Class A Notes so affected.

Sanction of a Basic Terms Modification requires an Extraordinary Resolution of each Class of Notes then outstanding.

The Trust Deed contains similar provisions in relation to directions in writing from Class A Noteholders upon which the Note Trustee is bound to act.

(B) Class Z Noteholders

No Extraordinary Resolution of the Class Z Noteholders shall take effect for any purpose while any Class A Notes and Class M Notes remain outstanding unless it shall have been sanctioned by an Extraordinary Resolution of each of the Class A Noteholders and the Class M Noteholders or the Note Trustee is of the opinion that it would not be materially prejudicial to the respective interests of the Class A Noteholders and the Class M Noteholders.

(C) Class M Noteholders

No Extraordinary Resolution of the Class M Noteholders shall take effect for any purpose while any Class A Notes remain outstanding unless it shall have been sanctioned by an Extraordinary Resolution of the Class A Noteholders or the Note Trustee is of the opinion that it would not be materially prejudicial to the interests of the Class A Noteholders.

(D) Class A Noteholders

An Extraordinary Resolution (other than an Extraordinary Resolution in respect of a Basic Terms Modification) passed at any meeting of the Class A Noteholders shall be binding on the Class M Noteholders and the Class Z Noteholders irrespective of the effect upon them.

(E) Modifications and Determinations by Note Trustee

Without the consent of any of the Noteholders, the Note Trustee may:

- (a) agree with the Issuer and/or any other person, or direct the Security Trustee to agree with the Issuer and/or any other person, in making any amendment or modification to the Conditions or the Transaction Documents:
 - (i) (including a Basic Terms Modification) which in the opinion of the Note Trustee is made to correct a manifest error or is of a formal, minor or technical nature; or
 - (ii) (other than a Basic Terms Modification) which is, in the opinion of the Note Trustee, not materially prejudicial to the interests of the Noteholders of any Class;

- (b) waive or authorise, or direct the Security Trustee to waive or authorise, any actual or proposed breach by the Issuer of any Transaction Document, if in the Note Trustee's sole opinion, the interests of the Noteholders of each Class will not be materially prejudiced thereby; and
- (c) determine that any Note Event of Default or Potential Note Event of Default shall not be treated as such, if in the Note Trustee's sole opinion, the interests of the Noteholders of each Class will not be materially prejudiced thereby, **provided always that** the Note Trustee shall not exercise any powers under paragraph (a), (b) or (c) in contravention of any express direction given by an Extraordinary Resolution, or by a request in writing of the holders of more than 25 per cent. in aggregate Principal Amount Outstanding, of the Most Senior Class then outstanding, but no such direction or request shall affect any modification, waiver, authorisation or determination previously given or made).

The Note Trustee may also, without the consent of any of the Noteholders, give its consent or direct the Security Trustee to give its consent to any modification or to the execution of any new transaction document required in order to accommodate necessary changes to be made to the Liquidity Reserve Required Amount or the Reserve Required Amount **provided that** the Issuer or the Trust Property Cash Manager certifies to the Note Trustee that such modification or execution is required in order to accommodate necessary changes to be made to the Liquidity Reserve Required Amount or, as the case may be, the Reserve Required Amount.

Any such modification, amendment, waiver, consent or authorisation shall be binding on the Noteholders and, if the Note Trustee so requires, shall be notified by the Issuer to the Noteholders and the Rating Agencies in accordance with Condition 14 (*Notice to Noteholders*) as soon as practicable thereafter.

(F) **Additional Right of Modification**

- (a) Notwithstanding the provisions of Condition 11(E) (*Modifications and Determinations by Note Trustee*), the Note Trustee shall be obliged, without any consent or sanction of the Noteholders, or (subject to the receipt of consent from any of the Secured Creditors party to the Transaction Document being modified or which, as a result of the relevant amendment, would be further contractually subordinated to any Secured Creditor than would otherwise have been the case prior to such amendment) any of the other Secured Creditors, to concur with the Issuer in making any modification (other than in respect of a Reserved Matter) to these Conditions or any other Transaction Document to which it is a party or in relation to which it holds security or enter into any new, supplemental or additional documents that the Issuer considers necessary for the purpose of complying with, or implementing or reflecting, any change in the criteria of one or more of the Rating Agencies which may be applicable from time to time, provided that in relation to any amendment under this Condition 11(F) (*Additional Right of Modification*):
 - (i) the Issuer or the Issuer Cash Manager on behalf of the Issuer certifies in writing to the Note Trustee that such modification is necessary to comply with such criteria or, as the case may be, is solely to implement and reflect such criteria; and
 - (ii) in the case of any modification to a Transaction Document proposed by any of the Seller, the Administrator and/or an Issuer Account Bank in order (x) to remain eligible to perform its role in such capacity in conformity with such criteria and/or (y) to avoid taking action which it would otherwise be required to take to enable it to continue performing such role (including, without limitation, posting collateral or advancing funds):
 - (A) the Seller, the Administrator and/or the relevant Account Bank, as the case may be, certifies in writing to the Issuer and the Note Trustee that such modification is necessary for the purposes described in paragraph (ii)(x) and/or (y) above (and in the case of a certification provided to the Issuer, the Issuer shall certify to the Note Trustee that

it has received the same from the Seller, the Administrator and/or the relevant Account Bank, as the case may be);

(B) either:

- (1) the Seller, the Administrator and/or the relevant Account Bank, as the case may be, obtains from each of the Rating Agencies written confirmation (or certifies in writing to the Issuer and the Note Trustee that it has been unable to obtain written confirmation, but has received oral confirmation from an appropriately authorised person at each of the Rating Agencies) that such modification would not result in a downgrade, withdrawal or suspension of the then current ratings assigned to the Class A Notes by such Rating Agency and would not result in any Rating Agency placing any Class A Notes on rating watch negative (or equivalent) and, if relevant, delivers a copy of each such confirmation to the Issuer and the Note Trustee; or
- (2) the Issuer or the Issuer Cash Manager on behalf of the Issuer certifies in writing to the Note Trustee that the Rating Agencies have been informed of the proposed modification and none of the Rating Agencies has indicated that such modification would result in (x) a downgrade, withdrawal or suspension of the then current ratings assigned to any Class of the Notes by such Rating Agency or (y) such Rating Agency placing any Notes on rating watch negative (or equivalent); and

(C) the Seller pays all fees, costs and expenses (including legal fees) incurred by the Issuer and the Note Trustee or any other Transaction Party in connection with such modification;

(the certificate to be provided by the Issuer Cash Manager on behalf of the Issuer, the Seller, the Administrator, the relevant Issuer Account Bank and/or the relevant Transaction Party, as the case may be, pursuant to paragraphs (i), (ii)(A) or (ii)(B) above being a "**Modification Certificate**"), provided that:

1. at least 30 calendar days' prior written notice of any such proposed modification has been given to the Note Trustee;
2. the Modification Certificate in relation to such modification shall be provided to the Note Trustee (and in respect of paragraphs (ii)(A) and/or (ii)(B)(1), to the Issuer) both at the time the Note Trustee is notified of the proposed modification and on the date that such modification takes effect;
3. the consent of each Secured Creditor which is party to the relevant Transaction Document or whose ranking in any Priority of Payments is affected has been obtained; and
4. the Issuer (or the Issuer Cash Manager on its behalf) certifies in writing to the Note Trustee (which certification may be in the Modification Certificate) that the Issuer has provided at least 30 calendar days' notice to the Noteholders of each Class of the proposed modification in accordance with Condition 14 (*Notice to Noteholders*) and by publication on Bloomberg on the "Company News" screen relating to the Notes, and Noteholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the Most

Senior Class of Notes then outstanding have not contacted the Issuer or Principal Paying Agent in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Notes may be held) within such notification period notifying the Issuer or Principal Paying Agent that such Noteholders do not consent to the modification.

If Noteholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the Most Senior Class of Notes then outstanding have notified the Principal Paying Agent or the Issuer in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Notes may be held) within the notification period referred to above that they do not consent to the modification, then such modification will not be made unless an Extraordinary Resolution of the Noteholders of the Most Senior Class of Notes then outstanding is passed in favour of such modification in accordance with Condition 11(A) (*Meetings of Noteholders*).

- (b) Notwithstanding anything to the contrary in this Condition 11(F) (*Additional Right of Modification*) or any Transaction Document:
 - (i) when implementing any modification pursuant to this Condition 11(F) (*Additional Right of Modification*) (save to the extent the Note Trustee considers that the proposed modification would constitute a Reserved Matter), the Note Trustee shall not consider the interests of the Noteholders, any other Secured Creditor or any other person and shall act and rely solely, and without further enquiry or Liability, on any certificate (including any Modification Certificates) or evidence provided to it by the Issuer (or the Issuer Cash Manager on behalf of the Issuer) or the relevant Transaction Party, as the case may be, pursuant to this Condition 11(F) (*Additional Right of Modification*) and shall not be liable to the Noteholders, any other Secured Creditor or any other person for so acting or relying, irrespective of whether any such modification is or may be materially prejudicial to the interests of any such person; and
 - (ii) the Note Trustee shall not be obliged to agree to any modification which, in the sole opinion of the Note Trustee would have the effect of (i) exposing the Note Trustee to any Liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (ii) increasing the obligations or duties, or decreasing the rights or protection, of the Note Trustee in the Transaction Documents and/or these Conditions.
- (c) Any such modification shall be binding on all Noteholders and shall be notified by the Issuer as soon as reasonably practicable to:
 - (i) so long as any of the Notes rated by the Rating Agencies remains outstanding, each Rating Agency;
 - (ii) the Secured Creditors; and
 - (iii) the Noteholders in accordance with Condition 14 (*Notice to Noteholders*).

(G) Exercise of Note Trustee's Functions

Where the Note Trustee is required, in connection with the exercise of its powers, trusts, authorities, duties and discretions, to have regard to the interests of the Noteholders of any Class, it shall have regard to the interests of such Noteholders as a Class and, in particular but without prejudice to the generality of the foregoing, the Note Trustee shall not have regard to, or be in any way liable for, the consequences of such exercise for individual Noteholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory. In connection with any such exercise, the Note

Trustee shall not be entitled to require, and no Noteholder shall be entitled to claim, from the Issuer, the Note Trustee or any other person, any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders.

(H) New Secured Creditors

- (a) Subject to the Issuer providing the certificate and obtaining the confirmations stipulated pursuant to, and referred to below and in, Clause 12.6(c) of the Trust Deed, the prior consent of the Note Trustee, the Security Trustee, the Noteholders and the other Secured Creditors will not be required or obtained in relation to the accession of any New Secured Creditor pursuant to an Accession Undertaking in the Deed of Charge. Accordingly, each Secured Creditor (other than the Note Trustee and the Security Trustee) shall be deemed to have consented to the admission of any company as a New Secured Creditor without the necessity for any approval by means of an Extraordinary Resolution or otherwise of the Noteholders or for any other Secured Creditor who is party to any Transaction Document to concur in or consent to any deed admitting any New Secured Creditor. In addition, each other Secured Creditor is deemed to:
- (i) subject to the Issuer securing the confirmations set out in the Trust Deed, consent to any consequential changes to the Priorities of Payments set out in the Issuer Cash Management Agreement and/or the Deed of Charge as are required and any other amendment to the Transaction Documents as may be required to give effect to the Accession Undertaking save to the extent that any such change or amendment results in an alteration to the ranking of any such Secured Creditor in which event such change or amendment shall not become effective without the prior written consent of such Secured Creditor; and
 - (ii) agree that, upon the accession of any New Secured Creditor as provided above, any deed, agreement or other document to which such New Secured Creditor is a party shall be subject to the Security Interests set out in clause 3 (*Issuer Security*) of the Deed of Charge.

The Note Trustee, without seeking any approval by means of an Extraordinary Resolution or otherwise of the Noteholders, shall be obliged to concur in and to effect any modifications to the Transaction Documents that are required to accommodate the accession of a New Secured Creditor, provided that (i) it receives a certificate from the Issuer confirming that such modifications are made only in order to accommodate such accession and the Note Trustee and Security Trustee shall not be required or entitled to look behind such certificate; and (ii) the modifications to the Transaction Documents would not have the effect of (a) exposing the Note Trustee and/or the Security Trustee to any liability against which it has not been indemnified and/or secured and/or prefunded to its satisfaction or (b) increasing the obligations or duties (the entry into such new Transaction Document not being grounds which would constitute an increase in the obligations or duties of the Note Trustee and/or the Security Trustee, such determination being made based on the terms of that new Transaction Document), or decreasing the protections, of the Note Trustee and/or the Security Trustee under the Transaction Documents and/or the Conditions.

The Issuer shall, in order to provide the certificate under Clause 12.6(b) of the Trust Deed to the Note Trustee and the Security Trustee, obtain the following confirmations: (i) the Initial Basis Rate Swap Provider providing written confirmation to the Issuer consenting to such modification of those documents to which they are a party, to the Initial Basis Rate Swap Agreement and to the Swap Collateral Account Bank Agreements (such consent to be given at the Initial Basis Rate Swap Provider's sole discretion); (ii) the Standby Basis Rate Swap Provider providing written confirmation to the Issuer consenting to such modification of those documents to which they are a party, to the Standby Basis Rate Swap Agreement (such consent to be given at the Standby Basis Rate Swap Provider's sole discretion); and (iii) the Issuer Cash Manager or (following the date on which the Seller ceases to be the Issuer Cash Manager) any successor Issuer Cash Manager providing certification to the Issuer, in writing, that such modifications are required in order to accommodate the addition of a New Secured Creditor.

For the avoidance of doubt, should the proposed amendment under Clause 12.6 of the Trust Deed involve an amendment to the Priorities of Payment (as referenced in Clause 12.6(a)(i) of the Trust Deed), this would be a Reserved Matter which would require the Note Trustee to secure the Noteholders' consent, provided that any change or amendment resulting in any change in the number of entities ranking *pari passu* with any existing Secured Creditor would not be a Reserved Matter.

12. **INDEMNIFICATION OF THE NOTE TRUSTEE AND THE SECURITY TRUSTEE**

The Trust Deed and the Deed of Charge contain provisions governing the responsibility (and relief from responsibility) of the Note Trustee and the Security Trustee and providing for their indemnification in certain circumstances, including, among others, provisions relieving them from taking enforcement proceedings or enforcing the Issuer Security unless indemnified and/or secured and/or prefunded to their satisfaction. The Note Trustee and the Security Trustee are also entitled to be paid their costs and expenses in priority to any interest payments to Noteholders.

The Note Trustee and the Security Trustee and their related companies are entitled to enter into business transactions with, and to act as trustee for, the Issuer, the Trust Property Cash Manager, the Seller, any person who is a party to any Transaction Document or whose obligations are comprised in the Issuer Security and/or any of its subsidiary or associated companies and/or the related companies of any of them without accounting for any profit resulting therefrom.

The Note Trustee and the Security Trustee are not responsible for any loss, expense or liability which may be suffered as a result of any asset comprised in the Issuer Security, or any deeds or documents of title thereto, being uninsured or inadequately insured or being held by clearing organisations or their operators or by intermediaries such as banks, brokers or other similar persons whether or not on behalf of the Note Trustee and the Security Trustee.

Furthermore, the Note Trustee and the Security Trustee will be relieved of liability for making searches or other enquiries in relation to the assets comprising the Issuer Security. The Note Trustee and the Security Trustee do not have any responsibility in relation to the legality and the enforceability of the trust arrangements and the related security. The Note Trustee and the Security Trustee will not be obliged to take any action which might result in their incurring personal liability. The Note Trustee and the Security Trustee are not obliged to monitor or investigate the performance of any other person under the Transaction Documents and are entitled to assume, until they have actual knowledge to the contrary, that all such persons are properly performing their duties, unless they receive express notice to the contrary.

The Note Trustee and the Security Trustee will not be responsible for any deficiency which may arise because they are liable to tax in respect of the proceeds of any Issuer Security.

Similar provisions in respect of the indemnification of the Note Trustee and the Security Trustee are set out in the Transaction Documents.

13. **REPLACEMENT OF NOTES**

If a Global Note or any Definitive Note or Coupon is lost, stolen, mutilated, defaced or destroyed, the Noteholder can replace them at the Specified Office of any Paying Agent. The Noteholder will be required both to pay the expenses of producing a replacement and to comply with the Issuer's and the Paying Agent's reasonable requests for evidence and indemnity. The Noteholder must surrender any defaced or mutilated Global Note, or as the case may be, Definitive Note or Coupon before replacements will be issued.

14. **NOTICE TO NOTEHOLDERS**

(A) **Publication of Notice**

For so long as the Global Note Certificate(s) is held in its entirety or are held in their entirety in on behalf of Euroclear and/or Clearstream, Luxembourg, the Issuer shall deliver any notice to the Noteholders to Euroclear and/or Clearstream, Luxembourg for communication by them to Noteholders. If the Notes are no longer held in Euroclear and/or Clearstream any notice to

Noteholders shall be validly given if published in the Financial Times, or, if such newspaper shall cease to be published or, if timely publication therein is not practicable, in such other English newspaper or newspapers as the Note Trustee shall approve in advance having a general circulation in the United Kingdom and so long as the Notes are listed on a recognised stock exchange by delivery in accordance with the notice requirements of that exchange. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which publication shall have been made in the newspaper or newspapers in which (or on the Relevant Screen on which) publication is required. Any notice delivered to Euroclear and/or Clearstream, Luxembourg, as aforesaid shall be deemed to have been given on the day of such delivery.

(B) **Note Trustee's Discretion to Select Alternative Method**

The Note Trustee shall be at liberty to sanction some other method of giving notice to the Noteholders or any Class or category of them if, in its opinion, such other method is reasonable having regard to market practice then prevailing and to the requirements of the stock exchanges, competent listing authorities and/or quotation systems on or by which the Notes are then listed, quoted and/or traded and **provided that** notice of such other method is given to the Noteholders in such manner as the Note Trustee shall require.

15. **SUBSTITUTION**

The Note Trustee may, without the consent of the Noteholders, concur (subject to such amendment of the Trust Deed and the other Transaction Documents and other such conditions as the Note Trustee may require under Clause 16 (Substitution) of the Trust Deed) with the Issuer in substituting in place of the Issuer (or any previous substitute under this Condition 15 (*Substitution*)) a single purpose company incorporated in any jurisdiction that meets the criteria established from time to time by the Rating Agencies for a single purpose company in England and Wales (or such other jurisdiction in which the Issuer or any such single purpose company is incorporated and/or subject to taxation) as the principal debtor in respect of the Transaction Documents (including the Notes) and the other secured obligations. In the case of such a substitution the Note Trustee may agree, without the consent of the Noteholders, to a change of the law governing the Notes, the Coupons and/or the Trust Deed **provided that** such change would not in the opinion of the Note Trustee be materially prejudicial to the interests of the Noteholders of any Class.

16. **GOVERNING LAW AND JURISDICTION**

The Transaction Documents and the Notes and any non-contractual obligation arising from or in connection with them, are governed by, and shall be construed in accordance with, English law. The courts of England are to have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Notes and/or the Transaction Documents (including disputes which may arise out of or in connection with any non-contractual obligation arising from or in connection with the Notes and/or the Transaction Documents) and the parties to the Transaction Documents irrevocably submit to the non-exclusive jurisdiction of the courts of England.

17. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

No person shall have any right to enforce any term or condition of the Notes under the Contracts (Rights of Third Parties) Act 1999, but this shall not affect any right or remedy of a third party which exists or is available apart from that Act.

18. **DEFINITIONS**

Unless otherwise defined in these Conditions or unless the context otherwise requires, in these Conditions the following words shall have the following meanings and any other capitalised terms used in these Conditions shall have the meanings ascribed to them or incorporated in the Trust Deed or the Master Definitions and Construction Schedule. In respect of any Transaction Document defined or described in these Conditions (including this Condition 18 (*Definitions*)),

such definition shall encompass such Transaction Document as it may be amended, restated, varied or supplemented from time to time.

"£", "GBP" or "Sterling" means the lawful currency for the time being of the United Kingdom of Great Britain and Northern Ireland;

"3 month GBP LIBOR" has the meaning given to it in Condition 4(C) (*Interest – Rate of Interest*);

"Account Bank Agreements" means each of the following account bank agreements:

- (a) the Citi Account Bank Agreement; and
- (b) the BNY Account Bank Agreement;

"Administration Agreement" means the administration agreement entered into on or about the Closing Date, between the Mortgages Trustee, the Seller, the Issuer, the Security Trustee, the Administrator, the Back-Up Administrator and the Back-Up Administrator Facilitator;

"Back-Up Administrator" means Homeloan Management Limited appointed pursuant to the Back-Up Administration Agreement;

"Back-Up Administration Agreement" means the agreement between, *inter alios*, the Back-Up Administrator, the Administrator and the Mortgages Trustee pursuant to the terms of the Administration Agreement;

"Back-Up Issuer Cash Manager" means Deutsche Bank AG, London Branch appointed pursuant to the Back-Up Issuer Cash Management Agreement;

"Back-Up Issuer Cash Management Agreement" means the agreement entered into on or about the Closing Date between, *inter alios*, the Back-Up Issuer Cash Manager, the Issuer and the Security Trustee substantially on the terms of the Issuer Cash Management Agreement;

"Back-Up Trust Property Cash Manager" means Deutsche Bank AG, London Branch appointed pursuant to the Back-Up Trust Property Cash Management Agreement;

"Back-Up Trust Property Cash Management Agreement" means the agreement entered into on or about the Closing Date between, *inter alios*, the Back-Up Trust Property Cash Manager, the Issuer, the Mortgages Trustee and the Security Trustee substantially on the terms of the Trust Property Cash Management Agreement;

"Bank of England Base Rate" means the bank rate of the Bank of England for the time being as displayed on www.bankofengland.co.uk;

"Basis Rate Swap Agreements" means the Initial Basis Rate Swap Agreement and the Standby Basis Rate Swap Agreement;

"Basis Rate Swap Providers" means the Initial Basis Rate Swap Provider and the Standby Basis Rate Swap Provider;

"Beneficiaries" means the Seller or the Issuer as beneficiaries of the Mortgages Trust;

"Beneficiaries Deed" means the beneficiaries deed entered into on or about the Closing Date, between the Issuer and the Seller;

"BNY Account Bank Agreement" means the account bank agreement entered into on or about the Closing Date between the Second Issuer Account Bank, the Second Mortgages Trustee Account Bank, the Issuer, the Mortgages Trustee, the Issuer Cash Manager, the Trust Property Cash Manager and the Security Trustee;

"Borrower" or "Borrowers" means, in relation to each Mortgage Loan, the individuals who are named and defined as borrower under that Mortgage Loan or such other person or persons (other

than a guarantor) who shall become legally obligated to comply with such borrower's obligations under the related Mortgage Loan;

"Business Day" means a day (other than a Saturday or Sunday) on which banks are generally open for business in London, and for the purpose of Condition 6(F) (*No Payment on non-Business Day*), in the case of surrender (or, in the case of part payment only, endorsement) of the Global Note, Definitive Note or Coupon, any day on which banks are open for business in the place in which such Global Note, Definitive Note or Coupon is surrendered (or, as the case may be, endorsed);

"Charged Property" means all the property of the Issuer which is subject to the Issuer Security;

"Citi Account Bank Agreement" means the account bank agreement entered into on or about the Closing Date between the First Issuer Account Bank, the First Mortgages Trustee Account Bank, the Issuer, the Mortgages Trustee, the Issuer Cash Manager, the Trust Property Cash Manager, the Seller and the Security Trustee;

"Class" shall be a reference to a Class of the Notes being the Class A Notes, the Class M Notes and the Class Z Notes, or any sub-Class of the Class A Notes, as the context may require;

"Class A Notes" means, as the context may require, any or all of the Class A1 Notes and the Class A2 Notes;

"Class A Noteholders" means the holders of the Class A Notes;

"Class A1 Notes" means the Issuer's £600,000,000 Mortgage Backed Floating Rate Notes due 2056;

"Class A1 Noteholders" means the holders of the Class A1 Notes;

"Class A2 Notes" means the Issuer's £650,000,000 Mortgage Backed Floating Rate Notes due 2056;

"Class A2 Noteholders" means the holders of the Class A2 Notes;

"Class M Notes" means the Issuer's £55,600,000 Mortgage Backed Floating Rate Notes due 2056;

"Class M Noteholders" means the holders of the Class M Notes;

"Class Z Notes" means the Issuer's £83,300,000 Mortgage Backed Fixed Rate Notes due 2056;

"Class Z Noteholders" means the holders of the Class Z Notes;

"Clearing Systems" means Clearstream, Luxembourg and Euroclear;

"Clearstream, Luxembourg" means Clearstream Banking, *société anonyme*;

"Closing Date" means 12 September 2014;

"Collection Account" means the collection account in the name of the Seller held with the Collection Bank;

"Collection Account Declaration of Trust" means the deed entered into on or about the Closing Date, between, *inter alios*, the Mortgages Trustee, the Seller and the Collection Bank whereby the Seller declared a trust over its interest in the Collection Account in favour of the Mortgages Trustee and itself;

"Collection Bank" means Lloyds Bank plc;

"Common Safekeeper" means, a common safekeeper for Euroclear and Clearstream, Luxembourg;

"**Corporate Services Agreement**" means the corporate services agreement entered into on or about the Closing Date, as amended from time to time, between, *inter alios*, the Corporate Services Provider, the Issuer, the Mortgages Trustee and Holdings;

"**Corporate Services Provider**" means Law Debenture Corporate Services Limited;

"**Coupons**" means the interest coupons related to the Notes;

"**Deed of Charge**" means the deed of charge dated on or about the Closing Date between, *inter alios*, the Issuer and the Security Trustee;

"**Distribution Date**" means the seventh Business Day of each month;

"**Electronic Consent**" means consent given by way of electronic consents communicated through the electronic communications system of the relevant Clearing System(s) to the Principal Paying Agent or another specified agent and/or the Note Trustee in accordance with the operating rules and procedures of the relevant clearing system(s);

"**Euroclear**" means Euroclear Bank S.A./N.V.;

"**Extraordinary Resolution**" has the meaning given to it in Schedule 6 (*Provisions for Meetings of Noteholders*) of the Trust Deed;

"**Final Redemption Date**" means:

- (i) in respect of the Class A1 Notes, the Payment Date falling in October 2056;
- (ii) in respect of the Class A2 Notes, the Payment Date falling in October 2056;
- (iii) in respect of the Class M Notes, the Payment Date falling in October 2056; and
- (iv) in respect of the Class Z Notes, the Payment Date falling in October 2056;

"**Fitch**" means Fitch Ratings Limited;

"**Global Notes**" means the Temporary Global Notes and the Permanent Global Notes;

"**Holdings Loan**" means the £12,501.75 loan agreement dated 4 September 2014 made between Holdings and Law Debenture Trustees Limited;

"**Initial Basis Rate Swap Provider**" means Virgin Money;

"**Initial Basis Rate Swap Agreement**" means the ISDA master agreement, schedule and confirmations thereto to be entered into on or about the Closing Date, as amended from time to time, between the Initial Basis Rate Swap Provider and the Issuer;

"**Insolvency Proceedings**" means, in respect of a company, the winding-up, liquidation, dissolution or administration of such company or any equivalent or analogous proceedings under the law of the jurisdiction in which such company carries on business including but not limited to the seeking of liquidation, winding-up, reorganisation, dissolution, administration, arrangement, protection or relief of debtors by presentation of a petition or the filing of documents with the court or otherwise;

"**Interest Amount**" has the meaning given to it in Condition 4(D) (*Interest – Determination of Rates of Interest and Calculation of Interest Amounts*);

"**Interest Determination Date**" for the Notes means the first day of the Interest Period for which the rate will apply or, in respect of the first Interest Period, the Closing Date;

"**Interest Period**" means the period from (and including) a Payment Date (or in respect of the first Interest Period, the Closing Date) to (but excluding) the next following Payment Date;

"**Investor's Currency**" means the currency or currency unit of an investor's financial activities;

"Issuer Account Banks" means each of Citibank N.A., London Branch (the **"First Issuer Account Bank"**) and The Bank of New York Mellon, London Branch (the **"Second Issuer Account Bank"**);

"Issuer Accounting Period" means an accounting period of the Issuer for the purposes of United Kingdom corporation tax as defined in Chapter 2, Part 2 of the Corporation Tax Act 2009;

"Issuer Accounts" means the Issuer Transaction Accounts, the Issuer Swap Collateral Accounts and also includes any additional or replacement bank account opened in the name of the Issuer from time to time with the prior written consent of the Security Trustee;

"Issuer Available Principal Receipts" for the Issuer in respect of any Payment Date will be calculated by the Issuer Cash Manager on the Payment Calculation Date immediately preceding that Payment Date and will be an amount equal to the sum of:

- (a) the Mortgages Trustee Available Principal Receipts paid by the Mortgages Trustee to the Issuer during the period from (but excluding) the immediately preceding Payment Date to (and including) that Payment Date;
- (b) any amounts already standing to the credit of the Issuer Principal Ledger; and
- (c) all Issuer Available Revenue Receipts which are to be applied on that Payment Date to credit any Principal Deficiency Ledger for any Class of Notes issued by the Issuer.

"Issuer Available Revenue Receipts" for the Issuer in respect of any Payment Date will be calculated by the Issuer Cash Manager on the Payment Calculation Date immediately preceding that Payment Date and will be an amount equal to the sum of (without double counting):

- (a) all amounts received by the Issuer in accordance with the Mortgages Trustee Revenue Priority of Payments, in each case during the period from (but excluding) the immediately preceding Payment Date to (and including) that Payment Date;
- (b) amounts to be received by the Issuer under the Basis Rate Swap Agreements from (but excluding) the immediately preceding Payment Date to (and including) the relevant Payment Date (other than (i) swap collateral standing to the credit of or to be credited to the Issuer Swap Collateral Account; (ii) any early termination amount received by the Issuer under a Basis Rate Swap Agreement to the extent used to purchase any replacement basis rate swap on or prior to the Payment Date following the Payment Date immediately following the termination of such Basis Rate Swap Agreement; and (iii) any amount received by the Issuer by way of any premium paid by any replacement basis rate swap provider which shall be applied to pay any termination payment under such basis rate swap being replaced);
- (c) interest payable to the Issuer on the Issuer Transaction Accounts and income received from any Permitted Investments which has been or will be received on or before the relevant Payment Date;
- (d) amounts standing to the credit of the Reserve Fund (including the proceeds of any Further Subordinated Loan);
- (e) amounts standing to the credit of the Liquidity Reserve Fund (except that such amounts shall not be used to pay item (ix) of the Issuer Pre Acceleration Revenue Priority of Payments); and
- (f) (only to the extent required after calculating whether there will be a Revenue Shortfall) the amount of Issuer Available Principal Receipts (if any) which are to be applied on the relevant Payment Date to make up such Revenue Shortfall;

"Issuer Cash Management Agreement" means the cash management agreement dated on or about the Closing Date, as amended from time to time, between the Issuer Cash Manager, the Issuer and the Security Trustee;

"Issuer Cash Management Services" means the cash management services provided by the Issuer Cash Manager to the Issuer pursuant to the terms of the Issuer Cash Management Agreement;

"Issuer Cash Manager" means Virgin Money or such other person or persons for the time being acting under the Issuer Cash Management Agreement as agent for the Issuer for the purposes of, *inter alia*, managing all cash transactions on behalf of the Issuer;

"Issuer Cash Swap Collateral Account" means the account opened in the name of the Issuer at the Issuer Cash Swap Collateral Account Bank for the purposes of holding cash collateral posted in connection with the Standby Basis Rate Swap Agreement;

"Issuer Cash Swap Collateral Account Bank" means HSBC Bank plc;

"Issuer Post-Acceleration Priority of Payments" means the order of priority of payments set out in the Deed of Charge following the service of a Note Acceleration Notice;

"Issuer Pre-Acceleration Principal Priority of Payments" means the order of priority of payments set out in the Deed of Charge pursuant to which, prior to the service of a Note Acceleration Notice, the Issuer, or the Issuer Cash Manager on its behalf, will apply any Issuer Available Principal Receipts on each Payment Date;

"Issuer Pre-Acceleration Priority of Payments" means the Issuer Pre-Acceleration Revenue Priority of Payments and/or the Issuer Pre-Acceleration Principal Priority of Payments, as the context may require;

"Issuer Pre-Acceleration Revenue Priority of Payments" means the order of priority of payments set out in the Deed of Charge pursuant to which, prior to the service of a Note Acceleration Notice, on (a) each Payment Date or (b) in certain circumstances, the date when due, the Issuer Cash Manager will apply Issuer Available Revenue Receipts;

"Issuer Profit Amount" means the amount as referred to in item (xiv) of the Issuer Pre-Acceleration Revenue Priority of Payments and item (xiv) of the Issuer Post-Acceleration Priority of Payments;

"Issuer Securities Swap Collateral Account" means the custody account opened in the name of the Issuer at the Issuer Securities Swap Collateral Account Bank for the purposes of holding securities posted as collateral in connection with the Standby Basis Rate Swap Agreement;

"Issuer Securities Swap Collateral Account Bank" means HSBC Bank plc;

"Issuer Swap Collateral Accounts" means the Issuer Cash Swap Collateral Account and the Issuer Securities Swap Collateral Account;

"Issuer Transaction Accounts" means the two accounts in the name of the Issuer held at the Issuer Account Banks;

"Liquidity Reserve Fund" means the liquidity reserve fund established in the name of the Issuer on the Closing Date in an initial amount of £22,848,000;

"London Stock Exchange" means London Stock Exchange plc;

"Master Definitions and Construction Schedule" means the master definitions and construction schedule relating to the Transaction Documents dated on or about the Closing Date, as the same may be amended, restated and supplemented from time to time;

"Moody's" means Moody's Investors Service Limited;

"Mortgage" means for any Mortgage Loan, the first priority legal charge over a freehold or leasehold Mortgaged Property located in England and Wales;

"Mortgage Loan" means any mortgage loan which is sold and assigned by the Seller to the Mortgages Trustee from time to time under the terms of the Mortgage Sale Agreement and

referred by its mortgage loan identifier number and comprising the aggregate of all principal sums, interest, costs, charges, expenses and other monies due or owing with respect to that Mortgage Loan under the relevant mortgage conditions by a Borrower on the security of a Mortgage from time to time outstanding or, as the context may require, the Borrower's obligations in respect of the same;

"Mortgaged Properties" means the residential properties which are security for the Mortgage Loans and **"Mortgaged Property"** means any one of them;

"Mortgage Sale Agreement" means the mortgage sale agreement entered into on or about the Closing Date between the Seller, the Mortgages Trustee, the Security Trustee and the Issuer;

"Mortgages Trust" means the trust of the trust property held by the Mortgages Trustee under the Mortgages Trust Deed;

"Mortgages Trustee" means Gosforth Mortgages Trustee 2014-1 Limited;

"Mortgages Trustee Account Banks" means each of Citibank N.A., London Branch (the **"First Mortgages Trustee Account Bank"**) and The Bank of New York Mellon, London Branch (the **"Second Mortgages Trustee Account Bank"**);

"Mortgages Trustee Available Principal Receipts" in relation to any Trust Calculation Date, means Principal Receipts received during the previous Trust Calculation Period;

"Mortgages Trustee Available Revenue Receipts" will be calculated by the Trust Property Cash Manager on each Trust Calculation Date and will be an amount equal to the sum of (in each case in the immediately preceding Trust Calculation Period):

- (a) Revenue Receipts on the Mortgage Loans received during the immediately preceding Trust Calculation Period; and
- (b) interest payable to the Mortgages Trustee on the Mortgages Trustee Transaction Accounts and income received from any Permitted Investments which has been received prior to the relevant Distribution Date; and
- (c) payments made by the Seller to the Mortgages Trustee to fund any Non-Cash Borrow-back as a result of payment holidays with respect to any Mortgage Loan in the Mortgage Portfolio during the immediately preceding Trust Calculation Period;

"Most Senior Class" means:

- (a) the Class A Notes; or
- (b) if no Class A Notes are then outstanding, the Class M Notes; or
- (c) if no Class M Notes are then outstanding, the Class Z Notes;

"New Mortgage Loans" means additional Mortgage Loans sold by the Seller to the Mortgages Trustee and transferred on a Transfer Date;

"NR plc" means the original Northern Rock plc which was nationalised by the UK Government in February 2008;

"Northern Rock plc" means the new savings and mortgage bank which was created upon the completion of the legal and capital restructure of NR plc on 1 January 2010, and subsequently sold to Virgin Money in 2012;

"Noteholders" means the Class A Noteholders, the Class M Noteholders and the Class Z Noteholders;

"Notes" means the Class A Notes, the Class M Notes and the Class Z Notes or any of them as the context may require;

"outstanding" means, in relation to the Notes, all of the Notes other than:

- (a) those which have been redeemed in full in accordance with the Conditions;
- (b) those in respect of which the date for redemption, in accordance with the provisions of the Conditions, has occurred and for which the redemption monies (including all interest accrued thereon to such date for redemption) have been duly paid to the Note Trustee or the Principal Paying Agent in the manner provided for in the Principal Paying Agent and Agent Bank Agreement (and, where appropriate, notice to that effect has been given to the Noteholders in accordance with the Condition 14 (*Notice to Noteholders*)) and remain available for payment in accordance with the Conditions;
- (c) those which have become void under the Conditions;
- (d) those mutilated or defaced Notes which have been surrendered or cancelled and in respect of which replacement Notes have been issued pursuant to the Conditions;
- (e) any Global Note, to the extent that it shall have been exchanged for the related Definitive Notes pursuant to the provisions contained therein and the Conditions; and
- (f) the Principal Amount Outstanding of (and without prejudice to the status for any other purpose of the relevant Notes) those Notes which are alleged to have been lost, stolen or destroyed and in respect of which replacements have been issued pursuant to the Conditions;

provided that for each of the following purposes, namely:

- (i) the right to attend and vote at any meeting of Noteholders;
- (ii) the determination of how many and which Notes are for the time being outstanding for the purposes of Condition 11 (*Meeting of Noteholders, Modifications and Waiver*), Condition 15 (*Substitution*), Condition 9 (*Events of Default*) and the percentages referred to in Condition 10 (*Enforcement of Notes*) and the Provisions for Meetings of Noteholders; and
- (iii) any discretion, power or authority, whether contained in the Trust Deed or the Deed of Charge or provided by law, which the Note Trustee or the Security Trustee is required to exercise in or by reference to the interests of the Noteholders or any Class of them,

those Notes (if any) which are for the time being held by NRAM plc or Virgin Money or any holding company of either of them or by any person for the benefit of NRAM plc or Virgin Money or any holding company of either of them shall (unless and until ceasing to be so held) be deemed not to remain outstanding;

"Pass -Through Trigger Event" means the occurrence of one of the following:

- (a) the Step-Up Date;
- (b) an Insolvency Event in respect of the Seller;
- (c) a material breach of the Transaction Documents by the Seller;
- (d) a debit entry is made on the Principal Deficiency Sub-Ledger for the Class Z Notes, that is in excess of 1% of the total balance outstanding in respect of all Note Classes, that has not been cured on the next following Payment Date;
- (e) a Seller Share Event that has not been cured prior to the expiration of the Seller Share Event Cure Period;
- (f) the Reserve Fund or the Liquidity Fund are not fully funded;
- (g) the redemption in full of the Class A1 Notes;

- (h) the aggregate Current Balance of the Mortgage Loans in the Mortgage Portfolio which are then in arrears for 3 months or more is greater than or equal to 4% of the aggregate Current Balance of all Mortgage Loans in the Mortgage Portfolio;
- (i) a Relevant Event has occurred and is continuing; or
- (j) if on a Trust Calculation Date immediately prior to performing the calculations, the balance on the Trust Replenishment Ledger is greater than or equal to 5% of the aggregate Current Balance of all the Mortgage Loans in the Mortgage Portfolio as at the last day of the Trust Calculation Period immediately preceding the Relevant Trust Calculation Date.

"Paying Agent and Agent Bank Agreement" means the paying agent and agent bank agreement dated on or about the Closing Date, as amended from time to time, between, *inter alios*, the Paying Agents, the Agent Bank and the Issuer;

"Payment Calculation Date" means the day falling two Business Days prior to each Payment Date;

"Payment Date" means the 19th day of January, April, July and October in each year (or, if such day is not a Business Day, the next succeeding Business Day);

"PCN" means Perpetual Capital Note;

"Potential Note Event of Default" means any event which may become (with the passage of time, the giving of notice, or the making of any determination or any combination thereof) a Note Event of Default;

"Priority of Payments" means the Issuer Pre-Acceleration Revenue Priority of Payments, the Issuer Pre-Acceleration Principal Priority of Payments and the Issuer Post-Acceleration Priority of Payments and each of them, a **"Priority of Payment"**;

"Principal Amount Outstanding" means, on any date in relation to a Note, the principal amount outstanding of that Note as at the Closing Date less the aggregate of all Note Principal Payments that have become due and payable in respect of that Note (whether or not paid) on or prior to that date;

"Principal Receipts" has the meaning given to it in the Master Definitions and Construction Schedule;

"Prospectus" means the prospectus in respect of the Notes dated 9 September 2014;

"Rating Agencies" means Fitch and Moody's;

"Reference Banks" means the principal London offices of four major banks in the London inter-bank market as agreed between the Issuer (or the Issuer Cash Manager on its behalf) and the Mortgages Trustee (or the Trust Property Cash Manager on its behalf), from time to time;

"Related Security" means the security for repayment of a Mortgage Loan including the relevant Mortgage and all other matters applicable to the Mortgage Loan, acquired as part of the Initial Mortgage Portfolio assigned to the Mortgages Trustee, or any in respect of any New Mortgage Loans acquired following the Closing Date;

"Relevant Trust Calculation Date" means each Trust Calculation Date and the date on which the Mortgages Trust terminates;

"Reserve Fund" means the reserve fund established in the name of the Issuer on the Closing Date in an initial amount of £26,112,000;

"Revenue Receipts" means any payment received in respect of any Mortgage Loan, whether as all or part of a monthly payment in respect of such Mortgage Loan, on redemption (including partial redemption) of such Mortgage Loan, on enforcement of such Mortgage Loan (including

the proceeds of sale thereof and including all proceeds of enforcement of an All Monies Mortgage representing revenues that are due to the All Monies Mortgage Trustee), on the disposal of such Mortgage Loan or otherwise (including payments pursuant to any insurance policy and payments of Repurchase Price by the Seller) which in any such case is not a Principal Receipt and any recovery (whether of principal or interest) in respect of a Denominator Reduction Amount, other than any Non-Trust Amounts;

"Secured Creditors" means the Note Trustee, the Security Trustee (and any receiver appointed pursuant to the Deed of Charge), the Basis Rate Swap Providers, the Subordinated Loan Provider, the Issuer Cash Manager, the Corporate Services Provider, the Issuer Account Banks, the Issuer Swap Collateral Account Banks, the Paying Agents, the Agent Bank and the Noteholders and any party who accedes to the Deed of Charge as a Secured Creditor;

"Security Interest" means any mortgage or sub-mortgage, standard security, charge or sub-charge (whether legal or equitable), encumbrance, pledge, lien, hypothecation, assignment by way of security, assignation in security or other security interest, title retention arrangement or right of set-off and any agreement, trust or arrangement having substantially the same economic or financial effect as any of the foregoing (other than a lien arising in the ordinary course of business or by operation of law);

"Seller Share Event" means, on a Trust Calculation Date which occurs whilst any Notes remain outstanding, the Seller Share on that Trust Calculation Date either is or would be less than the Minimum Seller Share for such Trust Calculation Date (determined, for the purposes of this calculation only, on the assumption that distributions of the Mortgages Trustee Available Principal Receipts due on the immediately following Distribution Date are made in accordance with the Mortgages Trustee Principal Priority of Payments as if no Seller Share Event had occurred);

"Specified Office" means as the context may require, in relation to any of the Agents, the office specified against the name of such Agent in the Paying Agent and Agent Bank Agreement or such other specified office as may be notified to the Issuer and the Note Trustee pursuant to the Paying Agent and the Agent Bank Agreement;

"Standby Basis Rate Swap Agreement" means the ISDA master agreement, schedule and confirmations thereto to be entered into on or about the Closing Date, as amended from time to time, between the Standby Basis Rate Swap Provider and the Issuer which includes any additional and/or replacement Standby Basis Rate Swap Agreement entered into by the Issuer from time to time;

"Standby Basis Rate Swap Provider" means Lloyds Bank plc and/or, as applicable, such other standby basis rate swap provider appointed from time to time in accordance with the terms of the Transaction Documents;

"Step-Up Date" means:

- (i) in respect of the Class A1 Notes, 19 October 2019; and
- (ii) in respect of the Class A2 Notes, 19 October 2019;

"Subordinated Loan Provider" means Virgin Money;

"Subscription Agreement" means the subscription agreement dated on or around 11 September 2014 between, *inter alios*, the Issuer, the Seller, the Mortgages Trustee and the Joint Lead Managers, relating to the sale of the Notes;

"Talons" means talons for further Coupons.

"Tax" shall be construed so as to include any present or future tax, levy, impost, duty, charge, fee, deduction or withholding of any nature whatsoever (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same, but excluding taxes on net income) imposed or levied by or on behalf of any Tax Authority in the jurisdiction in which the Issuer is incorporated or subject to taxation or the jurisdiction in which

the Swap Counterparty is incorporated or subject to taxation (as the case may be) and "**Taxes**", "**taxation**", "**taxable**" and comparable expressions shall be construed accordingly;

"**Tax Authority**" means any government, state, municipal, local, federal or other fiscal, revenue customs or excise authority, body or official anywhere in the world;

"**Transaction Account Banks**" means the Mortgages Trustee Account Banks and the Issuer Account Banks.

"**Transaction Documents**" means the Notes, the Administration Agreement, the Back-Up Administration Agreement, the Corporate Services Agreement, the Account Bank Agreements, the Swap Collateral Account Bank Agreement, the Collection Account Declaration of Trust, the Mortgage Sale Agreement, the Mortgages Trust Deed, the Beneficiaries Deed, the Deed of Charge, the Trust Deed, the Paying Agent and Agent Bank Agreement, the Issuer Cash Management Agreement, the Back Up Issuer Cash Management Agreement, the Trust Property Cash Management Agreement, the Back Up Trust Property Cash Management Agreement, the Basis Rate Swap Agreements, the Subordinated Loan Agreement, the Master Definitions and Construction Schedule and such other related documents which are referred to in the terms of the above documents and any other document designated as a Transaction Document by the Issuer;

"**Transfer Date**" means the relevant date of transfer of New Mortgage Loans and their Related Security to the Mortgages Trustee pursuant to the terms of the Mortgage Sale Agreement;

"**Transfer Order**" means the Northern Rock plc Transfer Order 2009, made under Section 8 of the Banking (Special Provisions) Act 2008;

"**Trust Calculation Date**" means the day falling one Business Day prior to each Distribution Date;

"**Trust Calculation Period**" means the period from (and including) the first date of each calendar month (or, in the case of the first Trust Calculation Period, the Closing Date) to (and including) the last day of the same calendar month;

"**Trust Property Cash Management Agreement**" means the cash management agreement dated on or about the Closing Date, as amended from time to time, between the Trust Property Cash Manager, the Issuer, the Mortgages Trustee and the Security Trustee;

"**Trust Property Cash Management Services**" means the cash management services provided by the Trust Property Cash Manager to the Mortgages Trustee pursuant to the terms of the Trust Property Cash Management Agreement; and

"**Trust Property Cash Manager**" means Virgin Money or such other person or persons for the time being acting, under the Trust Property Cash Management Agreement, as agent for the Issuer for the purposes of, *inter alia*, managing all cash transactions on behalf of the Issuer and the Mortgages Trustee;

"**Virgin Money**" means Virgin Money plc, which was formerly known as Northern Rock plc.

USE OF PROCEEDS

The proceeds from the issue of the Notes will equal approximately £1,388,900,000. The expenses of the Issuer are to be paid by the Issuer and will be funded by the Subordinated Loan Agreement. The proceeds from the issue of the Notes will be used by the Issuer to pay the Initial Contribution for the Issuer Share of the Trust Property to the Mortgages Trustee.

MATURITY AND PREPAYMENT CONSIDERATIONS

The average lives of the Notes cannot be stated accurately, because the actual rate of repayment of the Mortgage Loans and redemption of the Mortgages and a number of other relevant factors are unknown. Calculations of the possible average lives of the Notes can be made, however, based on certain assumptions. The assumptions used to calculate the possible average lives of the Notes in the following tables are that:

1. the Issuer exercises its option to redeem the Class A Notes and the Class M Notes on 19 October 2019 in the first scenario, or the Issuer does not exercise its option to redeem the Class A Notes and the Class M Notes on 19 October 2019, in the second scenario;
2. the Issuer Security has not been enforced;
3. the Mortgage Loans are not subject to any defaults or losses, and no Mortgage Loan falls into arrears;
4. no event occurs that would cause payments on the Class M Notes and the Class Z Notes to be deferred;
5. no interest or fees are paid from principal receipts;
6. all Payment Dates occur on the 19th of the month and are not adjusted for non-Business Days;
7. the Constant Prepayment Rates applied in calculation of Weighted Average Lives are assumed from the Provisional Mortgage Portfolio Information Date;
8. the Closing Date is as of 12 September 2014;
9. there is no debit balance on any of the sub-ledgers of the Principal Deficiency Ledger on any Payment Date;
10. the Seller is not in breach of the terms of the Mortgage Sale Agreement;
11. no Further Advances are made in respect of the Mortgage Portfolio;
12. the Mortgage Portfolio as of the Cut-off Date has the same characteristics as the Provisional Portfolio. Any New Mortgage Loans that revolve into the portfolio have the same characteristics, including amortisation profile, as the Provisional Portfolio;
13. New Mortgage Loans are added to the portfolio to the extent required to meet the minimum seller requirement;
14. the minimum seller share is 3% of the aggregate Current Balance of Mortgage Loans in the Trust Property;
15. the Mortgage Loans revert to their respective reversion margins on the applicable reversion date, if any;
16. the assets of the Issuer are not sold by the Note Trustee except as may be necessary to enable the Issuer to realise sufficient funds to exercise its option to redeem the Notes; and
17. Class A Notes comprise 90% of the aggregate principal amount of the Notes, with the Class A1 Notes and Class A2 Notes comprising 43.2% and 46.8% of such aggregate principal amount respectively;
18. No Pass-Through Trigger Event occurs and any Seller Cash Contribution amounts are fully re-invested in New Mortgage Loans; and
19. Seller Share paid down to Minimum Seller Share on each Payment Date;

Assumption (1) reflects the Issuer's current expectations, although no assurance can be given that repayment of the Notes will occur as described. Assumptions (2), (3), (4), (5), (7), (9), (10), (11), (12), (13), (14), (16), (17), (18) and (19) relate to unpredictable circumstances.

Based upon the foregoing assumptions, the approximate average lives of the Notes (expressed in years), at various constant prepayment rates for the Mortgage Loans, would be as follows:

Note: The average lives of the Notes are subject to factors largely outside the control of the Issuer and consequently no assurance can be given that these assumptions and estimates are realistic and consequently they must therefore be viewed with considerable caution.

Class A1		CPR					
WAL and Payment Window	0 CPR	5 CPR	10 CPR	15 CPR	20 CPR	25 CPR	30 CPR
With Optional Redemption	4.23	2.92	1.90	1.90	1.90	1.90	1.90
	Jan 15 – Oct 19	Jan 15 – Oct 19	Jan 15 – Jul 18	Jan 15 - Jul 18	Jan 15 – Jul 18	Jan 15 – Jul 18	Jan 15 – Jul 18
Without Optional Redemption	6.16	2.99	1.90	1.90	1.90	1.90	1.90
	Jan 15 – Oct 25	Jan 15 – Oct 20	Jan 15 – Jul 18	Jan 15 – Jul 18	Jan 15 – Jul 18	Jan 15 – Jul 18	Jan 15 – Jul 18
Class A2		CPR					
WAL and Payment Window	0 CPR	5 CPR	10 CPR	15 CPR	20 CPR	25 CPR	30 CPR
With Optional Redemption	5.10	5.10	4.99	4.96	4.92	4.88	4.84
	Oct 19 - Oct 19	Oct 19 – Oct 19	Oct 18 – Oct 19	Oct 18 – Oct 19	Oct 18 – Oct 19	Oct 18 – Oct 19	Oct 18 – Oct 19
Without Optional Redemption	16.05	10.48	7.33	6.84	6.23	5.80	5.50
	Oct 25 – Jan 36	Oct 20 – Oct 30	Oct 18 – Oct 26	Oct 18 – Jan 26	Oct 18 – Jul 24	Oct 18 – Jul 23	Oct 18 – Oct 22
Class M		CPR					
WAL and Payment Window	0 CPR	5 CPR	10 CPR	15 CPR	20 CPR	25 CPR	30 CPR
With Optional Redemption	5.10	5.10	5.10	5.10	5.10	5.10	5.10
	Oct 19 – Oct 19	Oct 19 – Oct 19	Oct 19 – Oct 19	Oct 19 – Oct 19	Oct 19 – Oct 19	Oct 19 – Oct 19	Oct 19 – Oct 19
Without Optional Redemption	22.05	16.85	12.75	12.22	10.57	9.37	8.49
	Jan 36 – Apr 37	Oct 30 – Apr 32	Oct 26 - Jan 28	Jan 26 – Oct 27	Jul 24 – Jan 26	Jul 23 – Oct 24	Oct 22 – Oct 23

RATINGS OF THE NOTES

The Notes are expected to be assigned the following ratings by Fitch and Moody's. A rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating organisation if, in its judgement, circumstances in the future so warrant.

Class of Notes	Expected Ratings	
	Fitch	Moody's
Class A1 Notes	AAAsf	Aaa(sf)
Class A2 Notes	AAAsf	Aaa(sf)
Class M Notes	AAAsf	Aa1(sf)
Class Z Notes	Unrated	Unrated

The ratings assigned by Fitch to each Class of the Notes address the likelihood of full and timely payment of all payments of interest on each Payment Date under those Classes of Notes. The ratings also address the likelihood of ultimate payment of principal on the Final Redemption Date of each Class of Notes. The ratings assigned by Moody's address the expected loss in proportion to the initial principal amount of the each Class of Notes posed to any Noteholder by the Final Redemption Date. In Moody's opinion, the structure allows for timely payment of interest and principal at par on or before the Final Redemption Date. The ratings do not address the likely actual rate of prepayments on the Mortgage Loans. The rate of prepayments, if different than originally anticipated, could adversely affect the yield realised on the Notes.

Assignment of the expected ratings to the Class A Notes and the Class M Notes will be a condition to issue of the Notes.

UNITED KINGDOM TAXATION

The following is a summary of the UK withholding taxation treatment in relation to payments of principal and interest in respect of the Notes as at the date of this Prospectus. It is based on current law and practice of Her Majesty's Revenue and Customs ("HMRC") which may be subject to change, sometimes with retrospective effect. The comments do not deal with other UK tax aspects of acquiring, holding or disposing of the Notes. The comments relate only to the position of persons who are absolute beneficial owners of the Notes. The summary set out below is a general guide and should be treated with appropriate caution. The UK tax treatment of prospective Noteholders depends on their individual circumstances and may be subject to change in the future. Prospective purchasers who are in any doubt as to their tax position or who may be subject to tax in a jurisdiction other than the UK should consult their professional advisors. In particular, Noteholders should be aware that they may be liable to taxation under the laws of other jurisdictions in relation to payments in respect of the Notes even if such payments may be made without withholding or deduction for or on account of taxation under the laws of the UK.

UK Withholding Tax on UK source interest

The Notes issued by the Issuer will constitute "quoted Eurobonds" within the meaning of section 987 of the Income Tax Act 2007 to the extent that they are and continue to be listed on a recognised stock exchange within the meaning of section 1005 of the Income Tax Act 2007. The London Stock Exchange has been designated as a recognised stock exchange for these purposes. The Notes will be treated as listed on the London Stock Exchange if they are included in the Official List of the UK Listing Authority and are admitted to trading on the Regulated Market. While the Notes are and continue to be quoted Eurobonds, payments of interest on the Notes may be made without withholding or deduction for or on account of UK income tax.

In all other cases falling outside the exemption described above, an amount may be required to be withheld from payments of interest on the Notes on account of United Kingdom income tax at the basic rate (currently 20 per cent.), subject to any direction to the contrary by HMRC under an applicable double taxation treaty or to any other exemption which may apply.

Provision of Information by UK Paying and Collecting Agents

Noteholders should note that, in certain circumstances, HMRC has power to obtain information (including the name and address of the beneficial owner of the interest) from any person in the United Kingdom who either pays or credits interest to or receives interest for the benefit of a Noteholder. In certain circumstances, the information so obtained may be passed by HMRC to the tax authorities of certain other jurisdictions.

Information may also be required to be reported in accordance with regulations made pursuant to the EU Savings Directive (see below).

Other Information relating to UK Withholding Tax

The references to "interest" above mean "interest" as understood in UK tax law. The statements above do not take any account of any different definitions of "interest" or "principal" which may prevail under any other law or which may be created by the terms and conditions of the Notes or any related documentation.

The above description of the UK withholding tax position assumes that there will be no substitution of the Issuer pursuant to Condition 15 (*Substitution*) of the Terms and Conditions of the Notes and does not consider the tax consequences of any such substitution.

EU Savings Directive

Under EC Council Directive 2003/48/EC on the taxation of savings income, each Member State is required to provide to the tax authorities of another Member State details of payments of interest or other similar income paid by a person within its jurisdiction to, or collected by such a person for, an individual resident or certain limited types of entity established in that other Member State; however, for a transitional period, Austria and Luxembourg may instead apply a withholding system in relation to such payments, deducting tax at a rate of 35%. The transitional period is to terminate at the end of the first full fiscal year following agreement by certain non-EU countries to the exchange of information relating to

such payments. Luxembourg has announced that it will no longer apply the withholding tax system as from 1 January 2015 and will provide details of payments of interest (or similar income) as from this date.

A number of non-EU countries and certain dependent or associated territories of certain Member States have adopted similar measures (either provision of information or transitional withholding) in relation to payments made by a person within its jurisdiction to, or collected by such a person for, an individual resident or certain limited types of entity established in a Member State. In addition, the Member States have entered into provision of information or transitional withholding arrangements with certain of those dependent or associated territories in relation to payments made by a person in a Member State to, or collected by such a person for, an individual resident or certain limited types of entity established in one of those territories.

The European Council formally adopted a Council Directive amending the Savings Directive on 24 March 2014 (the "**Amending Directive**"). The Amending Directive broadens the scope of the requirements described above. Member States are required to apply these new requirements from 1 January 2017. The changes made under the Amending Directive include extending the scope of the Savings Directive to payments made via, or secured for, certain other entities and legal arrangements. They also broaden the definition of "interest payment" to cover additional types of income payable on securities.

SUBSCRIPTION AND SALE

Citibank International Plc, Deutsche Bank AG, London Branch and Lloyds Bank plc (together, the "**Joint Lead Managers**") will, pursuant to a subscription agreement to be dated on or about the Closing Date amongst Virgin Money, the Joint Lead Managers, the Mortgages Trustee and the Issuer (the "**Subscription Agreement**"), agree with the Issuer (subject to certain conditions) to subscribe and pay for, or procure subscription of, (i) the Class A1 Notes at the issue price of 100 per cent. of the aggregate principal amount of the Class A1 Notes, and (ii) £400,000,000 of the Class A2 Notes at the issue price of £400,000,000.

Virgin Money will, pursuant to the Subscription Agreement, agree with the Issuer (subject to certain conditions) to subscribe and pay for (i) £250,000,000 of the Class A2 Notes at the issue price of £250,000,000 (ii) the Class M Notes at the issue price of 100 per cent. of the aggregate principal amount of the Class M Notes, and (iii) the Class Z Notes at the issue price of 100 per cent. of the aggregate principal amount of the Class Z Notes.

Pursuant to the Subscription Agreement, Virgin Money will undertake to retain a material net economic interest pursuant to paragraphs (a) to (e) (as applicable) of Article 405 of the CRR and Article 51 of AIFMR) until the maturity of the Notes. Virgin Money will also undertake to comply with its obligations under Articles 405-409 of the CRR and Article 52 of the AIFMR, subject always to any requirement of law, and to disclose any change in the manner in which such retained interest is held (which as at the Closing Date will be the retention by Virgin Money of the Class M Notes and the Class Z Notes).

The Issuer will agree to indemnify the Joint Lead Managers against certain liabilities and to pay certain costs and expenses in connection with the issue of the Notes.

Other than admission of the Notes to the Official List and the admission to trading on the Regulated Market, no action will be taken by the Issuer, Virgin Money or the Joint Lead Managers, which would or is intended to permit a public offering of the Notes, or possession or distribution of this Prospectus or other offering material relating to the Notes, in any country or jurisdiction where action for that purpose is required.

This Prospectus does not constitute, and may not be used for the purpose of, an offer or a solicitation by anyone to subscribe for or purchase any of the Notes in or from any country or jurisdiction where such an offer or solicitation is not authorised or is unlawful.

United States

The Notes have not been and will not be registered under the Securities Act or any state securities laws and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S) except pursuant to an exemption from registration requirements. Accordingly, the Notes are being offered and sold in offshore transactions in reliance on Regulation S. Each of the Joint Lead Managers and Virgin Money has agreed that, except as permitted by the Subscription Agreement, it will not offer or sell the Notes as part of its distribution at any time or otherwise until 40 days after the later of the commencement of the offering and the Closing Date within the United States or to, or for the account or benefit of, U.S. persons and, it will have sent to each affiliate or other dealer (if any) to which it sells Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. See "*Transfer Restrictions and Investor Representations*" below.

United Kingdom

Each of the Joint Lead Managers and Virgin Money has represented and warranted that:

- (a) it has only communicated or caused to be communicated, and will only communicate or cause to be communicated any invitation or inducement to engage in any activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

Each of the Joint Lead Managers and Virgin Money has acknowledged that, save for having obtained the approval of the Prospectus as a Prospectus in accordance with Part VI of the FSMA and having applied for the admission of the Notes to the Official List of the UK Listing Authority and admission to trading on the London Stock Exchange, no further action has been or will be taken in any jurisdiction by the Joint Lead Managers or Virgin Money that would, or is intended to, permit a public offering of the Notes, or possession or distribution of the Prospectus or any other offering material in relation to the Notes, in any country or jurisdiction where such further action for that purpose is required.

European Economic Area

In relation to each Member State of the European Economic Area ("EEA") which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), the Issuer and the Lead Manager has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Prospectus to the public in that Relevant Member State other than:

- (a) to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (b) to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior consent of the Issuer for any such offer; or
- (c) in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes will require the Issuer, and the Lead Manager to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provisions, the expression of an offer of Notes to the public in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State. The expression Prospectus Directive means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression 2010 PD Amending Directive means Directive 2010/73/EU.

General

Each of the Joint Lead Managers and Virgin Money has undertaken that it will not, directly or indirectly, offer or sell any Notes or have in its possession, distribute or publish any offering circular, Prospectus, form of application, advertisement or other document or information in respect of the Notes in any country or jurisdiction except under circumstances that will, to the best of its knowledge and belief, result in compliance with any applicable laws and regulations and all offers and sales of Notes by it will be made on the same terms.

TRANSFER RESTRICTIONS AND INVESTOR REPRESENTATIONS

Offers and Sales by the Joint Lead Managers

The Notes (including interests therein represented by a Global Note, a Definitive Note or a Book-Entry Interest) have not been and will not be registered under the Securities Act or any state securities laws, and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S) except pursuant to such registration requirements. Accordingly, the Notes are being offered and sold in offshore transactions pursuant to Regulation S.

Investor Representations and Restrictions on Resale Representations and restrictions applicable to all Notes

Each purchaser of the Notes (which term for the purposes of this section will be deemed to include any interests in the Notes, including Book-Entry Interests) will be deemed to have represented and agreed as follows:

- (a) the Notes have not been and will not be registered under the Securities Act and such Notes are being offered only in a transaction that does not require registration under the Securities Act and, if such purchaser decides to resell or otherwise transfer such Notes, then it agrees that it will offer, resell, pledge or transfer such Notes only (i) to a purchaser who is not a U.S. person (as defined in Regulation S) or an affiliate of the Issuer or a person acting on behalf of such an affiliate, and who is not acquiring the Notes for the account or benefit of a U.S. person and who is acquiring the Notes in an offshore transaction pursuant to an exemption from registration in accordance with Rule 903 or Rule 904 of Regulation S or (ii) pursuant to an effective registration statement under the Securities Act, in each case in accordance with any applicable securities laws of any state or other jurisdiction of the United States; **provided, that** the agreement of such purchaser is subject to any requirement of law that the disposition of the purchaser's property shall at all times be and remain within its control;
- (b) unless the relevant legend set out below has been removed from the Notes such purchaser shall notify each transferee of Notes (as applicable) from it that (i) such Notes have not been registered under the Securities Act, (ii) the holder of such Notes is subject to the restrictions on the resale or other transfer thereof described in paragraph (a) above, (iii) such transferee shall be deemed to have represented that such transferee is acquiring the Notes in an offshore transaction and that such transfer is made pursuant to an exemption from registration in accordance with Rule 903 or Rule 904 of Regulation S and (iv) such transferee shall be deemed to have agreed to notify its subsequent transferees as to the foregoing; and
- (c) the Issuer, the Joint Lead Managers and their affiliates and others will rely upon the truth and accuracy of the foregoing acknowledgments, representations and agreements.

The Notes will bear a legend to the following effect:

"THIS TEMPORARY GLOBAL NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933 (THE "**SECURITIES ACT**"). NEITHER THIS TEMPORARY GLOBAL NOTE NOR ANY PORTION HEREOF MAY BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO ANY U.S. PERSON UNLESS AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT IS AVAILABLE. ANY UNITED STATES PERSON (AS DEFINED IN THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED) WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(J) AND 1287(A) OF THE INTERNAL REVENUE CODE."

Purchasers of Notes are advised to consult legal counsel prior to making any offer, resale, pledge or transfer of such securities offered and sold.

GENERAL INFORMATION

Authorisation

The issue of the Notes was authorised by a resolution of the board of directors of the Issuer passed on 5 September 2014.

Listing of the Notes

It is expected that admission of the Notes to the Official List and to trading on the Regulated Market will be granted on or about 12 September 2014 subject only to the issue of the Global Notes. The listing of the Notes will be cancelled if the Global Notes are not issued. Prior to listing, however, dealings will be permitted by the London Stock Exchange in accordance with its rules. Transactions will normally be effected for settlement in Sterling and for delivery on the third working day after the day of the transaction.

Clearing and settlement

The Notes have been accepted for clearing through Clearstream, Luxembourg and Euroclear under the following ISINs and common codes:

<u>Class of Notes</u>	<u>ISIN</u>	<u>Common Code</u>
Class A1 Notes	XS1107298710	110729871
Class A2 Notes	XS1107299361	110729936
Class M Notes	XS1107299791	110729979
Class Z Notes	XS1107299957	110729995

Litigation

There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer, Holdings or the Mortgages Trustee respectively is aware), since 9 July 2014 in the case of Holdings (being the date of incorporation of Holdings) and 9 July 2014 in the case of the Mortgages Trustee (being the date of incorporation of the Mortgages Trustee) or 9 July 2014 in the case of the Issuer (being the date of incorporation of the Issuer) which may have, or have had in the recent past, significant effects upon the financial position or profitability of the Issuer, Holdings or the Mortgages Trustee (as the case may be).

Accounts and Operations

No statutory or non-statutory accounts within the meaning of section 434 of the Companies Act 2006 in respect of any financial year of the Issuer have been prepared. So long as the Notes are admitted to trading on the Regulated Market, the most recently published audited annual accounts of the Issuer from time to time shall be available at the specified office of the Principal Paying Agent. The Issuer does not publish interim accounts.

For so long as the Notes are admitted to the Official List and to trading on the Regulated Market, the Issuer shall maintain a Principal Paying Agent in the United Kingdom.

The Issuer did not trade during the period from its date of incorporation on 9 July 2014 to the date of this Prospectus nor has it received any income nor did it incur any expense nor pay any dividends. Consequently no profit and loss account has been prepared. Since the date of its incorporation, the Issuer has not commenced operations and no financial statements have been made up.

Significant or Material Change

Since the date of its incorporation, the Issuer has not entered into any contract or arrangement not being in the ordinary course of business other than the Transaction Documents.

Since 9 July 2014 (being the date of incorporation of the Issuer), there has been (a) no material adverse change in the financial position or prospects of the Issuer and (b) no significant change in the financial or trading position of the Issuer.

Since 9 July 2014 (being the date of incorporation of the Mortgages Trustee), there has been (a) no material adverse change in the financial position or prospects of the Mortgages Trustee and (b) no significant change in the financial or trading position of the Mortgages Trustee.

Since 9 July 2014 (being the date of incorporation of Holdings), there has been (a) no material adverse change in the financial position or prospects of Holdings and (b) no significant change in the financial or trading position of Holdings.

Charges and Guarantees

Save as disclosed in this document, neither the Issuer nor the Mortgages Trustee has any outstanding loan capital, borrowings, indebtedness or contingent liabilities nor has the Issuer or the Mortgages Trustee created any mortgages or given any charges or guarantees.

Reports

The Issuer intends to provide post issuance transaction information. Monthly Investor Reports, which will include, without limitation, information on the loans and payments in arrears, and the Seller's holding of the Notes, its compliance with Article 405 of the CRR and Article 51 of AIFMR and which are prepared by the Administrator, will be published by the Administrator on the Virgin Money public website free of charge (www.virginmoney.com) (please note, the content of this website does not form part of this Prospectus). Additionally, the Issuer will make available information in relation to each Mortgage Loan, and each Monthly Investor Report will specify where such information can be accessed. Such reports are not incorporated by reference into this Prospectus.

Underlying Assets

On the Closing Date the assets backing the issue of the Notes, when taken together with the Basis Rate Swap Agreements to be entered into by the Issuer on the Closing Date have characteristics that demonstrate capacity to produce funds to service any payments due and payable on the Notes. However, regard should be had to the characteristics of the Mortgage Portfolio and the risks to which they (and the Issuer and the Notes) may be exposed. Prospective Noteholders should consider the detailed information set out elsewhere in this Prospectus, including without limitation under "*Risk Factors*" and "*Credit Structure*" above.

Documents Available

From the date of this Prospectus, and for so long as the Notes are admitted to trading on the Regulated Market, physical copies of the following documents may be inspected at the offices of the Issuer at Fifth Floor, 100 Wood Street, London EC2V 7EX and at the offices of the Principal Paying Agent during usual business hours, on any week day (excluding Saturdays, Sundays and public holidays):

- (a) Memorandum and Articles of Association of each of the Issuer and the Mortgages Trustee;
- (b) Prior to the Closing Date, drafts (subject to amendment) and after the Closing Date copies of the following documents:
 - (i) the Mortgages Trust Deed;
 - (ii) the Beneficiaries Deed;
 - (iii) the Mortgage Sale Agreement;
 - (iv) the Deed of Charge;
 - (v) the Collection Account Declaration of Trust;
 - (vi) the Basis Rate Swap Agreements;
 - (vii) the Trust Deed;
 - (viii) the Paying Agent and Agent Bank Agreement;

- (ix) the Administration Agreement;
- (x) the Back-Up Administration Agreement;
- (xi) the Trust Property Cash Management Agreement;
- (xii) the Back-Up Trust Property Cash Management Agreement;
- (xiii) the Issuer Cash Management Agreement;
- (xiv) the Back-Up Issuer Cash Management Agreement;
- (xv) the Citi Account Bank Agreement;
- (xvi) the BNY Account Bank Agreement;
- (xvii) the Swap Collateral Account Bank Agreement;
- (xviii) the Master Definitions and Construction Schedule;
- (xix) the Corporate Services Agreement; and
- (xx) the Subordinated Loan Agreement.

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