

25 September 2017

LAW DEBENTURE CORPORATE SERVICES LIMITED
(as *Corporate Services Provider*)

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

GOSFORTH HOLDINGS 2017-1 LIMITED
(as *Holdings*)

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

VIRGIN MONEY PLC

THE LAW DEBENTURE INTERMEDIARY CORPORATION PLC
(as *Share Trustee*)

CORPORATE SERVICES AGREEMENT



Freshfields Bruckhaus Deringer

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London EC4Y 1HS

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THIS AGREEMENT is dated 25 September 2017.

BETWEEN:

- (1) **LAW DEBENTURE CORPORATE SERVICES LIMITED** a private limited company incorporated in England and Wales with limited liability (registered number 3388362) whose registered office is at Fifth Floor, 100 Wood Street, London EC2V 7EX (the *Corporate Services Provider*);
- (2) **GOSFORTH FUNDING 2017-1 PLC** a public limited company incorporated under the laws of England and Wales (registered number 10887005) whose registered office is at Fifth Floor, 100 Wood Street, London EC2V 7EX (the *Issuer*);
- (3) **GOSFORTH HOLDINGS 2017-1 LIMITED** a private limited company incorporated in England and Wales with limited liability (registered number 10886988) whose registered office is at Fifth Floor, 100 Wood Street, London EC2V 7EX (*Holdings*);
- (4) **GOSFORTH MORTGAGES TRUSTEE 2017-1 LIMITED** a private limited company incorporated in England and Wales with limited liability (registered number 10887043) whose registered office is at Fifth Floor, 100 Wood Street, London EC2V 7EX (*Mortgages Trustee*, and together with the Issuer and Holdings, the *Companies*);
- (5) **VIRGIN MONEY PLC** a public limited company incorporated under the laws of England and Wales (registered number 6952311) whose registered office is at Jubilee House, Gosforth, Newcastle upon Tyne NE3 4PL (*Virgin Money*); and
- (6) **THE LAW DEBENTURE INTERMEDIARY CORPORATION PLC** a public limited company incorporated under the laws of England and Wales (registered number 1525148) whose registered office is at Fifth Floor, 100 Wood Street, London EC2V 7EX (the *Share Trustee*).

WHEREAS:

The Corporate Services Provider has agreed with the other parties hereto to provide certain corporate services as described below.

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

Definitions

- 1.1 The Master Definitions and Construction Schedule signed for the purposes of identification by Clifford Chance LLP and Freshfields Bruckhaus Deringer LLP on the date of this Agreement is expressly and specifically incorporated into this Agreement and, accordingly, the expressions defined in the Master Definitions and Construction Schedule shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Agreement, including the recitals hereto, and this Agreement

shall be construed in accordance with the interpretation provisions set out in clause 2 (*Principles of Interpretation and Construction*) of that Master Definitions and Construction Schedule. In the event of a conflict between the Master Definitions and Construction Schedule and this Agreement, this Agreement shall prevail.

- 1.2 Any reference in this Agreement to any discretion, power or right on the part of the Mortgages Trustee shall be as exercised by the Mortgages Trustee only as directed by the Beneficiaries but subject in each case to the provisions of clause 16.2 (*Directions from Beneficiaries*) of the Mortgages Trust Deed.
- 1.3 In addition, in this Deed, **Document** means any document to which the Share Trustee or Companies are party, as set out in Schedule 1 (*Transaction Documents*).

2. NOMINATION OF DIRECTORS

- 2.1 From the date of this Agreement, for so long as this Agreement remains in force and subject as set out in paragraph (b) of Clause 2.2 below, the Corporate Services Provider will be entitled to, and shall, nominate at least two individuals (where **individual** may include a body corporate) one of which must be an Independent Director, willing to serve in the capacity of director of each of the Companies (and hereby nominates, L.D.C. Securitisation Director No. 1 Limited and L.D.C. Securitisation Director No. 2 Limited as its first nominees in such capacity) (each a **Director**) and nothing herein shall prevent the Corporate Services Provider from nominating itself as a corporate director of the Companies.
- 2.2 The Corporate Services Provider hereby confirms that, if a person nominated or deemed to be nominated by it should resign or retire or for any other reason cease to act as Director of a Company, it will promptly:
 - (a) procure that such Director shall acknowledge in writing that he has no claim of any nature whatsoever against the relevant Company;
 - (b) nominate another person willing to act in the relevant capacity; and
 - (c) procure the consent of that other person to act in that capacity.
- 2.3 The Corporate Services Provider shall procure that each of the persons respectively nominated or deemed to be nominated by it from time to time as provided above accepts the relevant appointment and acts in the relevant capacity without fee or remuneration from the Companies save that nothing in this Agreement shall prejudice any right to remuneration on the part of the Corporate Services Provider under Clause 8 (*Remuneration*) hereof.
- 2.4 The Share Trustee undertakes and agrees subject to its duties and obligations as Share Trustee under the Share Trust Deed that it shall exercise its rights as a shareholder of Holdings and all rights and powers vested in it under the Articles of Association of Holdings so as to procure that the board of directors of Holdings comprises at all times at least two nominees of the Corporate Services Provider as provided under Clause 2.1 above.

3. RETURNS

The Corporate Services Provider undertakes that the persons for the time being nominated by it as a Director of a Company pursuant to Clause 2 (*Nomination of Directors*) shall ensure, insofar as he or she is able having regard to the duties imposed on directors by law, that (a) all registers, filings and returns required to be made by the relevant Company are kept and made in accordance with the relevant provisions of English law or the rules of any relevant UK regulatory authority and (b) the Company is otherwise in compliance with the Companies Act 2006 (the *Law*).

4. ADMINISTRATIVE SERVICES

4.1 The Corporate Services Provider, or the Directors and/or company secretary nominated by the Corporate Services Provider (as the case may be), shall provide the following services (the *Services*):

- (a) a registered office and administrative office for the Companies;
- (b) the services of at least two Directors of each Company pursuant to Clause 2 (*Nomination of Directors*) above;
- (c) the services of a secretary to the Companies to perform all the duties properly required of a secretary by the directors of such Companies and the Law;
- (d) the arrangement of meetings of directors and shareholders of each of the Companies in the UK and the preparation of minutes of such meetings;
- (e) the arrangement of annual meetings and any other meetings of the shareholders of each of the Companies in the UK;
- (f) the maintenance of the statutory books of the Companies and any other books and records required by Law or ordinarily required by an English company and the preparation and issue of share certificates;
- (g) the preparation and submission of any other documents required by Law to be prepared or filed by each of the Companies including all filings to be made with the Registrar of Companies;
- (h) to register the Issuer for U.S. Foreign Account Tax Compliance rules (*FATCA*) if it is required to be so registered, and use reasonable endeavours to assist the Issuer to comply with the Issuer's obligations (if any) under the International Tax Compliance Regulations (SI 878/2015) as amended from time to time, any successor instruments or any other instruments implementing FATCA and/or the OECD Common Reporting Standards;
- (i) the execution of all such agreements, documents and undertakings as shall be necessary in connection with the business of each of the Companies if so authorised by a valid resolution of the board of directors of the relevant Company;

- (j) the provision of a shareholder to hold the issued share capital of Holdings pursuant to a declaration of trust for charitable purposes;
- (k) the filing of annual statutory accounts for each of the Companies;
- (l) deliver to the Auditors or such person as the Auditors may designate such information as may be required in connection with the Issuer;
- (m) as and when requested, give any direction and information to any provider of services (such as auditors, accountants, financial or management advisers or attorneys) or other agents appointed by the board of directors pursuant to the Articles of Association; and
- (n) as and when requested under the terms of any agreement or document to which the Issuer is party, deliver to any person entitled under such terms such information in such form as is provided for under such agreements or documents and arrange for notices to be published as permitted or required under those terms in each case as may be in the possession of the Issuer or as may be reasonably obtainable by it.

5. THE CORPORATE SERVICES PROVIDER'S DUTIES

- 5.1 The Corporate Services Provider shall at all times act in accordance with all reasonable and proper directions, orders and instructions given by the board of directors of each of the Companies.
- 5.2 The Corporate Services Provider shall not knowingly do or knowingly omit to do anything which would constitute a breach of any provisions of the Memorandum and Articles of Association of the Companies or of any legally binding restrictions applying to the Companies including, for the avoidance of doubt, those restrictions imposed by law and/or regulation and their obligations under the Documents.
- 5.3 The Corporate Servicer shall devote proper time and attention and shall exercise all such due skill, care and diligence in the proper performance of the Corporate Services including the provision of all necessary staff and facilities for the Companies.
- 5.4 The Corporate Services Provider shall ensure that the Companies remain resident solely in the United Kingdom for tax purposes.

6. CONFIDENTIALITY

Each party to this Agreement agrees at all times, including after the Final Discharge Date, that it shall keep confidential and will not disclose to any person, firm or company whatsoever any information relating to the business, finances or other matters of a confidential nature of any party to the Documents, which it may have obtained as a result of the execution or performance of any Document, **provided however that**, the provisions of this Clause 6 (*Confidentiality*) shall not apply:

- (a) to the disclosure of any information to the Security Trustee or the Note Trustee or to any other person who is a party to any of the Documents as expressly permitted by the Documents;
- (b) to the disclosure of any information by such party to any of its Affiliates, **provided that**, before any such disclosure, the party shall make the relevant employees of the Affiliate aware of their obligations of confidentiality under the relevant Document and shall at all times procure compliance with such obligations by such employees;
- (c) to the disclosure of any information which is or becomes public knowledge otherwise than as a result of the wrongful conduct of the recipient;
- (d) to the extent that such disclosure is required pursuant to any law or order of any court or pursuant to any direction or requirement (whether or not having the force of law) of any central bank or any governmental or other regulatory or taxation authority or is desirable pursuant to any industry guidelines or industry best practice adopted by issuers of residential mortgage backed securities;
- (e) to the disclosure of any information to professional advisers (including, without prejudice to the generality of the foregoing, consultants, auditors or lawyers) who receive the same under a duty of confidentiality;
- (f) to the disclosure of any information with the consent of the parties hereto;
- (g) to the disclosure to the Rating Agencies (or any of them) of such information as may be requested by any of them for the purposes of setting or reviewing the rating assigned to the Notes (or any of them) and the corresponding disclosure of such information to those persons who are entitled to view the 17g-5 Information Provider's Website;
- (h) to any disclosure for the purposes of collecting in or enforcing the Trust Property or any of it;
- (i) in the case of the Security Trustee or the Note Trustee, in connection with transferring or purporting to transfer its rights and obligations to a successor Security Trustee or Note Trustee, respectively; and
- (j) to the extent that the recipient needs to disclose the same to any of the employees of the Seller, **provided that**, before any such disclosure the Seller shall make the relevant employees of the Seller aware of its obligations of confidentiality under the relevant Document and shall at all times procure compliance with such obligations by such employees.

7. ENGAGEMENT OF SERVICES OF THIRD PARTIES, EXPENDITURE OF OWN RESOURCE BY THE CORPORATE SERVICES PROVIDER

- 7.1 If reasonably necessary for the proper performance of its obligations under this Agreement (including the Services), or for the proper performance by the Companies or by the Share Trustee of any of their obligations under any Documents the Corporate Services Provider shall be authorised to engage, using its due care and skill, the services of any third parties (including but not limited to legal services, accounting, taxation and audit services and financial services) on behalf of the Share Trustee and all of the Companies and at the expense of the relevant Company (save in relation to Holdings whose operational costs referred to above shall be borne by the Issuer) (or jointly where incurred for the benefit of all of the Companies).
- 7.2 The Corporate Services Provider shall not be obliged to, and shall not under any circumstances, expend its own resources in furtherance of any appointment under this Clause 7 (*Engagement of Services of Third Parties, Expenditure of own resource by the Corporate Services Provider*), or generally in the performance of its obligations under this Agreement. Any penalties and default interest arising from the late filing of the Companies' accounts or tax returns will be borne by the Companies themselves and not by the Corporate Services Provider.

8. REMUNERATION

The Corporate Services Provider shall be entitled to remuneration for the services provided by it under this Agreement of an amount to be agreed between the Issuer, the Mortgages Trustee, and the Corporate Services Provider (together with VAT thereon) which shall consist of remuneration for corporate services hereunder (and for services provided in the period leading up to the execution of this Agreement) payable by the Issuer and the Mortgages Trustee in accordance with the relevant Priority of Payments or the Mortgages Trustee Priority of Payments, as the case may be. The remuneration payable to the Corporate Services Provider as set forth in this Clause shall apply only in respect of this Agreement and the transactions contemplated by the Documents, and the remuneration payable to the Corporate Services Provider in respect of any subsequent transaction between the parties shall be as agreed in connection with such transaction. The Corporate Services Provider may, with the agreement of the Issuer and the Mortgages Trustee, charge additional remuneration, such amounts to be borne by the Issuer and the Mortgages Trustee in accordance with the relevant Priority of Payments or the Mortgages Trustee Priority of Payments, as the case may be, for the provision of any services that may be required which are not otherwise provided for under this Agreement.

9. TERMINATION

- 9.1 The appointment of the Corporate Services Provider hereunder shall terminate:

- (a) upon the expiry of 90 days' notice in writing given by the Corporate Services Provider, or the Companies and, **provided that**, a substitute administrator or corporate services provider acceptable to the Companies has been appointed on terms substantially the same as those set out in this Agreement and that such appointment will be effective no later than the date of the termination; or
- (b) immediately if:
 - (i) there is the introduction, imposition or variation of any law which makes it unlawful or impractical without breaching such law, for the Corporate Services Provider to provide services to the Companies in accordance with this Agreement;
 - (ii) an order has been made or a resolution has been passed to put the Corporate Services Provider into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation);
 - (iii) the Corporate Services Provider has broken or is in breach of any of the terms of this Agreement and shall not have remedied such breach within 30 days after service of notice requiring the same to be remedied;
 - (iv) the Corporate Services Provider becomes insolvent; or
 - (v) the Corporate Services Provider ceases or threatens to cease to carry on its business or a substantial part of its business or stops payment or threatens to stop payment of its debts.

9.2 Termination of the appointment of the Corporate Services Provider under this Clause 9 (*Termination*) shall be without prejudice to the rights of any party in respect of any antecedent claim against or breach of the terms of this Agreement by the Corporate Services Provider.

10. NON-ASSIGNMENT

The rights and obligations of the parties hereto are personal and shall not be capable of assignment.

11. NON-EXCLUSIVE

11.1 The Corporate Services Provider and the Directors shall be at liberty to provide services of a like nature to any other persons it may think fit whether for its own account or that of any other person.

11.2 Neither the Corporate Services Provider nor any company associated with the Corporate Services Provider shall in consequence of the appointment of the Corporate Services Provider hereunder or in consequence of any transaction entered into by the Issuer with the Corporate Services Provider be liable to account to the Issuer for any profits (whether disclosed or not) accruing to the Corporate Services Provider from or by virtue of any such transaction.

- 11.3 The Corporate Services Provider shall be entitled to charge and receive remuneration from each of the Companies in accordance with its usual charging policies for any legal advice rendered to the Issuer.

12. INDEMNITY

Each Company undertakes severally, in accordance with the relevant Priority of Payments or the Mortgages Trustee Priority of Payments, as the case may be, to indemnify and hold harmless the Corporate Services Provider, the Directors and the Share Trustee against all actions, liabilities, proceedings, accounts, claims or demands and any costs and expenses (including any Irrecoverable VAT thereon) incurred in connection therewith which may be brought or made or threatened to be brought or made against either the Corporate Services Provider, the Directors or the Share Trustee in connection with their duties to, or arising from the affairs of, that Company unless any such liability shall have arisen solely due to the fraud, wilful misconduct or negligence of the Corporate Services Provider, the Directors or the Share Trustee. This indemnity shall continue in force notwithstanding the termination of this Agreement. This indemnity shall expressly inure to the benefit of any director, officer, employee or agent existing or future of the Corporate Services Provider and the Share Trustee.

13. ENTIRE AGREEMENT

- 13.1 This Agreement and the schedules together constitute the entire agreement and understanding between the parties in relation to the subject matter of this Agreement and cancel and replace any other agreement or understanding in relation to such subject matter.
- 13.2 Each party to this Agreement agrees that:
- (a) it has not entered into this Agreement in reliance upon any representation, warranty or undertaking of any other party which is not expressly set out or referred to in this Agreement; and
 - (b) except in respect of an express representation or warranty under any of the Documents, it shall not have any claim or remedy (whether in equity, contract or tort, under the Misrepresentation Act 1967 or in any other way) in respect of any misrepresentation or breach of warranty by any other party or in respect of any untrue statement by any other party, regardless of whether such misrepresentation, breach or untrue statement was made, occurred or was given prior to the execution of any of the Documents.
- 13.3 This Clause 13 (*Entire Agreement*) shall not exclude any liability for fraudulent misrepresentation.
- 13.4 Nothing in this Clause shall have the effect of limiting or restricting any liability of a Transaction Party arising as a result of any wilful default, fraud, illegal dealing, negligence or material breach of this Agreement or breach of trust by such person.

14. OBLIGATIONS AS CORPORATE OBLIGATIONS

- 14.1 No party shall have any recourse against nor shall any personal liability attach to any shareholder, officer, agent, employee or director of the Issuer in his capacity as such, by any Proceedings or otherwise, in respect of any obligation, covenant, or agreement of the Issuer contained in this Agreement.
- 14.2 The obligations of the Corporate Services Provider under this Agreement and under the Deed of Charge and the obligations of the Companies under the Documents are solely the corporate obligations of the Corporate Services Provider and the Companies. No recourse shall be had in respect of any obligation or claim arising out of or based upon this Agreement or any of the Documents against any employee, officer or director of the Corporate Services Provider or the Companies.

15. CONTINUATION OF OBLIGATIONS

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

16. WAIVERS

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

17. AMENDMENTS

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. THIRD PARTY RIGHTS

A person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999, but this shall not affect any right or remedy of a third party which exists or is available apart from that Act.

21. NOTICES

The provisions of clause 22 (*Notices*) of the Deed of Charge shall apply to this Agreement in respect of the parties hereto as if set out in this Agreement in full, *mutatis mutandis*.

22. GOVERNING LAW

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

23. JURISDICTION

Submission to Jurisdiction

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

Inconvenient Forum and Enforcement Abroad

23.2 Each party:

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

contractual obligation arising out of or in connection with this Agreement is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the date first above written.

SIGNED by)
a duly authorised representative of)
THE LAW DEBENTURE)
CORPORATE SERVICES LIMITED)
Signature

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

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

SIGNED by)
a duly authorised representative of)
GOSFORTH HOLDINGS)
2017-1 LIMITED)
Signature

SIGNED by)
a duly authorised representative of)
VIRGIN MONEY PLC)
Signature

SIGNED by)
a duly authorised representative of)
THE LAW DEBENTURE)
INTERMEDIARY CORPORATION)
PLC)
Signature

Schedule 1
Transaction Documents

The following is a list of the Transaction Documents and documents to which the Share Trustee, Issuer, the Mortgages Trustee, and/or Holdings is/are, or will become, a party or parties:

1. Mortgages Trust Deed;
2. Beneficiaries Deed;
3. Collection Account Declaration of Trust;
4. Mortgage Sale Agreement;
5. Administration Agreement;
6. Trust Deed;
7. Paying Agent and Agent Bank Agreement;
8. First Account Bank Agreement;
9. Second Account Bank Agreement;
10. Swap Collateral Account Bank Agreement;
11. Issuer Cash Management Agreement;
12. Trust Property Cash Management Agreement;
13. Deed of Charge;
14. Subordinated Loan Agreement;
15. Corporate Services Agreement;
16. Subscription Agreement;
17. Basis Rate Swap Agreements;
18. Currency Swap Agreement;
19. Scottish Declaration of Trust;
20. Scottish Supplemental Charge;
21. VM Mortgages Trustee Account Bank Agreement; and
22. VM Issuer Account Bank Agreement.