

**25 September 2017**

**VIRGIN MONEY PLC**  
(as *Trust Property Cash Manager*, as *Seller* and as *Administrator*)

**GOSFORTH MORTGAGES TRUSTEE 2017-1 LIMITED**  
(as *Mortgages Trustee* and as *All Monies Mortgage Trustee*)

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

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

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**TRUST PROPERTY CASH MANAGEMENT  
AGREEMENT**

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**Freshfields Bruckhaus Deringer**

Freshfields Bruckhaus Deringer LLP  
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London EC4Y 1HA

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**THIS TRUST PROPERTY CASH MANAGEMENT AGREEMENT** is made on 25 September 2017

**BETWEEN:**

- (1) **VIRGIN MONEY PLC** (*Virgin Money*) 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, in its capacity as trust property cash manager (the *Trust Property Cash Manager*, which expression shall include such other person as may from time to time be appointed as cash manager for the Mortgages Trustee pursuant to this Agreement), in its capacity as seller of the Mortgage Loans (the *Seller*) and in its capacity as administrator of the Mortgage Loans under the Administration Agreement (the *Administrator*);
- (2) **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, in its capacity as trustee of the Mortgages Trust (the *Mortgages Trustee*) and in its capacity as trustee of the All Monies Mortgage Trust (the *All Monies Mortgage Trustee*);
- (3) **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, in its capacity as issuer of the Notes (the *Issuer*); and
- (4) **CITICORP TRUSTEE COMPANY LIMITED** a private limited company incorporated in England and Wales with limited liability (registered number 00235914) whose registered office is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, in its capacity as security trustee (the *Security Trustee*, which expression shall include such company and all other persons or companies for the time being acting as the security trustee or security trustees under the Deed of Charge).

**WHEREAS:**

- (A) On the Closing Date, the Issuer will issue the Notes constituted by the Trust Deed. The Issuer shall pay the proceeds of the issue of the Notes to the Mortgages Trustee in satisfaction of the Issuer's Initial Contribution to the Mortgages Trustee for the Issuer Share of the Trust Property.
- (B) The Trust Property Cash Manager is willing to provide the Trust Property Cash Management Services to the Mortgages Trustee, and following the delivery of an Enforcement Notice, the Security Trustee, on the terms and subject to the conditions contained in this Agreement.

**IT IS AGREED:**

**1. DEFINITIONS AND INTERPRETATION**

- 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.

## **2. APPOINTMENT OF TRUST PROPERTY CASH MANAGER**

### **Appointment**

- 2.1 Until termination pursuant to Clause 12 (*Termination*):
- (a) the Mortgages Trustee hereby appoints the Trust Property Cash Manager as its lawful non-exclusive agent to provide the Trust Property Cash Management Services (as set out in Schedule 1 (*The Trust Property Cash Management Services*) and Schedule 2 (*Cash Management and Maintenance of Ledgers*)); and
  - (b) the All Monies Mortgage Trustee hereby appoints the Trust Property Cash Manager as its lawful non-exclusive agent to provide the Trust Property Cash Management Services (as set out in Schedule 1 (*The Trust Property Cash Management Services*) and Schedule 2 (*Cash Management and Maintenance of Ledgers*)) to the extent that the same relate to the All Monies Mortgage Trust and the All Monies Mortgage Trust Property and all references in this Agreement to the ***Mortgages Trustee*** shall be deemed to include reference to the ***All Monies Mortgage Trustee*** as the context so requires,

and the Trust Property Cash Manager in each case hereby accepts such appointment on the terms and subject to the conditions of this Agreement.

### **Duties Prescribed by Transaction Documents**

- 2.2 For the avoidance of doubt and in connection with the powers conferred under Clause 2.1 (*Appointment*), save as expressly provided elsewhere in this Agreement, nothing herein shall be construed so as to give the Trust Property Cash Manager any power, right, authority, direction or obligation other than as specified in this Agreement or any of the other Transaction Documents and the Trust Property Cash Manager shall not be authorised to represent the Mortgages Trustee as agent or otherwise other than as permitted herein or in any other Transaction Document.

### **Trust Property Cash Manager Authority Incidental to Exercise of Rights**

- 2.3 In connection with the rights, power and discretions conferred under the foregoing provisions of this Clause 2.3 (*Trust Property Cash Manager Authority Incidental to Exercise of Rights*), the Trust Property Cash Manager shall have the full power, authority and right to do or cause to be done any and all things which it reasonably considers necessary, convenient or incidental to the exercise of such rights, powers and discretions in relation to the performance of the relevant Trust Property Cash Management Services (as set out in Schedule 1 (*The Trust Property Cash Management Services*) and Schedule 2 (*Cash Management and Maintenance of Ledgers*)).

### **Appointment Conditional Upon Issuance of Notes**

- 2.4 The appointment pursuant to Clause 2.1 (*Appointment*) is conditional upon the issue of the Notes and shall take effect upon and from the Closing Date automatically without any further action on the part of any person, provided that, if the issue of the Notes by the Issuer has not occurred by 9 October 2017, or such later date as the Issuer, the Arrangers, the Joint Lead Managers, the Note Trustee and the Security Trustee may agree, this Agreement shall cease to be of further effect.

### **Sub-Contracts**

- 2.5 (a) The Trust Property Cash Manager shall not sub-contract or delegate the performance of any of its obligations under this Agreement to any sub-contractor, agent, representative or delegate without the prior written consent of the Issuer, the Mortgages Trustee and the Security Trustee, such consent in the case of the Issuer and the Mortgages Trustee not to be unreasonably withheld (it being acknowledged that such consent shall not be unreasonably withheld if such sub-contracting or delegation would not lead to a downgrading of the then current ratings of the Notes by any of the Rating Agencies then rating the Notes).
- (b) Notwithstanding any sub-contracting or delegation of the performance of its obligations under this Agreement, the Trust Property Cash Manager shall not thereby be released or discharged from any liability under this Agreement and shall remain responsible for the performance of the obligations of the Trust Property Cash Manager under this Agreement and the performance or non-performance or the manner of performance by any sub-contractor or delegate of the obligations under this Agreement shall not affect the Trust Property Cash Manager's obligations under this Agreement and any breach in the performance of its obligations by such sub-contractor or delegate shall be treated as a breach of this Agreement by the Trust Property Cash Manager.

### **3. THE TRUST PROPERTY CASH MANAGEMENT SERVICES**

#### **General**

- 3.1 The Trust Property Cash Manager shall provide the services set out in this Agreement, including, without limitation, Clause 4 (*Payments, Accounts, Ledgers*), Schedule 1 (*The Trust Property Cash Management Services*) and Schedule 2 (*Cash Management and Maintenance of Ledgers*) (the **Trust Property Cash Management Services**).

#### **Approvals and Authorisations**

- 3.2 The Trust Property Cash Manager shall use reasonable endeavours to maintain, or procure the maintenance of, the approvals, authorisations, consents and licences required in connection with the business of the Mortgages Trustee and shall use reasonable endeavours to prepare and submit, or procure the preparation and submission of, on behalf of the Mortgages Trustee, all necessary applications and requests for any further approval, authorisation, consent or licence which may be required in connection with the business of the Mortgages Trustee and shall, so far as it reasonably can do so, perform the Trust Property Cash Management Services in such a way as not to prejudice the continuation of any such approval, authorisation, consent or licence.

#### **Payments**

- 3.3 The Trust Property Cash Manager shall arrange for all payments due to be made by the Mortgages Trustee under any of the Transaction Documents, provided that, such monies are at the relevant time available to the Mortgages Trustee and, provided further that, nothing herein shall constitute a guarantee by the Trust Property Cash Manager of all or any of the obligations of the Mortgages Trustee under any of the Transaction Documents.

#### **Compliance with Transaction Documents, etc.**

- 3.4 The Trust Property Cash Manager shall have no liability whatsoever to the Mortgages Trustee, the Security Trustee or any other person for any failure by the Mortgages Trustee to make any payment due by it under any of the Transaction Documents (other than to the extent arising from (i) the Trust Property Cash Manager failing to make a payment in its capacity as Trust Property Cash Manager, or in any other capacity under the Transaction Documents, or (ii) the Trust Property Cash Manager (in its capacity as such) failing to perform any of its obligations under any of the Transaction Documents).

#### **Liability of Trust Property Cash Manager**

- 3.5 (a) The Trust Property Cash Manager shall indemnify each of the Mortgages Trustee and the Security Trustee on demand for any loss, liability, claim, expense or damage (excluding any special, consequential or indirect loss or damage) suffered or incurred by any of them in respect of the negligence, bad faith or wilful default of the Trust Property Cash Manager in carrying out its functions as Trust

Property Cash Manager under this Agreement or under the other Transaction Documents or as a result of a breach by the Trust Property Cash Manager of the terms and provisions of this Agreement or such other Transaction Documents to which the Trust Property Cash Manager is a party (in its capacity as such) in relation to such functions.

- (b) For the avoidance of doubt, the Trust Property Cash Manager shall not be liable in respect of any loss, liability, claim, expense or damage suffered or incurred by the Mortgages Trustee or the Security Trustee and/or any other person as a result of the proper performance of the Trust Property Cash Management Services (as defined in Clause 3.1 (*General*)) by the Trust Property Cash Manager save to the extent that such loss, liability, claim, expense or damage is suffered or incurred as a result of any negligence, bad faith or wilful default of the Trust Property Cash Manager under, or as a result of, a breach by the Trust Property Cash Manager of the terms and provisions of this Agreement or any of the other Transaction Documents to which the Trust Property Cash Manager is a party (in its capacity as such) in relation to such functions.

#### **4. PAYMENTS, ACCOUNTS, LEDGERS**

##### **Establishment of the Mortgages Trustee Transaction Accounts**

- 4.1 The Trust Property Cash Manager hereby confirms that the Mortgages Trustee Transaction Accounts have been established on or before the date hereof pursuant to the Account Bank Agreements and that the Mortgages Trustee Transaction Account Mandates in the agreed form will apply thereto at the Closing Date. The Trust Property Cash Manager undertakes (to the extent to which the same is within its control) that at the Closing Date the Mortgages Trustee Transaction Accounts will be operative and that the Trust Property Cash Manager will not knowingly create or permit to subsist any Security Interest in relation to the Mortgages Trustee Transaction Accounts (but without prejudice to the Mortgages Trust and the other Transaction Documents).

##### **Establishment of the VM Mortgages Trustee Account**

- 4.2 The Trust Property Cash Manager hereby confirms that the VM Mortgages Trustee Account has been established on or before the date hereof pursuant to the VM Mortgages Trustee Account Bank Agreement and that the VM Mortgages Trustee Account Mandate in the agreed form will apply thereto at the Closing Date. The Trust Property Cash Manager undertakes (to the extent to which the same is within its control) that at the Closing Date the VM Mortgages Trustee Account will be operative and that the Trust Property Cash Manager will not knowingly create or permit to subsist any Security Interest in relation to the VM Mortgages Trustee Account (but without prejudice to the Mortgages Trust and the other Transaction Documents).



## Mortgages Trustee Ledgers

- 4.3 (a) The Trust Property Cash Manager shall open and maintain on behalf of the Mortgages Trustee in the books of the Mortgages Trustee such ledgers as it may from time to time require in order to perform the Trust Property Cash Management Services including but not limited to the following ledgers:
- (i) the Principal Ledger;
  - (ii) the Revenue Ledger;
  - (iii) the Mortgages Trustee Principal Receipts Reduction Ledger;
  - (iv) the Mortgages Trustee Revenue Receipts Reduction Ledger;
  - (v) the Trust Replenishment Ledger;
  - (vi) the Issuer Loss/Seller Loss Ledger;
  - (vii) the Borrow-back Ledger;
  - (viii) the Denominator Reduction Amount Ledger;
  - (ix) the All Monies Mortgage Enforcement Proceeds Ledger; and
  - (x) the Issuer Share/Seller Share Ledger.
- (b) The Trust Property Cash Manager shall make credits and debits to the Mortgages Trustee Ledgers in the manner described in Schedule 2 (*Cash Management and Maintenance of Ledgers*).
- (c) 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 and/or the VM Mortgages Trustee Account in respect of such credit or debit.

## Payments

- 4.4 (a) The Trust Property Cash Manager shall procure that, so far as it may be able in relation to all Mortgage Loans comprised in the Mortgage Portfolio, and subject to Clause 4.6 (*Downgrade of Mortgages Trustee Account Bank*) and Clause 4.7 (*VM Mortgages Trustee Permitted Cash Amount*) the following amounts are paid into one or more of the Mortgages Trustee Transaction Accounts and/or the VM Mortgages Trustee Account:
- (i) all Mortgage Payments, other interest received under and in respect of the Mortgage Loans and all costs or other amounts received under the Mortgage Loans (including in any such case amounts recovered on enforcement of rights against any Borrower or any guarantor of any Borrower, any Mortgaged Property or any of the Borrower's other property or assets);

- (ii) all repayments or prepayments of principal under the Mortgage Loans, including overpayments;
  - (iii) any amount received by or on behalf of the Mortgages Trustee pursuant to any Insurance Policy;
  - (iv) all payments received from the Seller, including, but not limited to, any payment to fund a Non-Cash Borrow-back as a result of a payment holiday, Cash Borrow-back or Seller Cash Contribution; and
  - (v) any other amount whatsoever received by or on behalf of the Mortgages Trustee on or after the Closing Date, other than Non-Trust Amounts.
- (b) The Trust Property Cash Manager shall procure that forthwith upon receipt by it of the amount in question, all interest earned on the Mortgages Trustee Transaction Accounts and the VM Mortgages Trustee Account and all investment proceeds from and income and distributions arising from time to time in respect of Permitted Investments purchased from amounts standing to the credit of the Mortgages Trustee Transaction Accounts and/or the VM Mortgages Trustee Account (as applicable) are credited to one or more of the Mortgages Trustee Transaction Accounts and/or the VM Mortgages Trustee Account.
- (c) The Trust Property Cash Manager shall procure that all transfers and withdrawals of amounts standing to the credit of the Mortgages Trustee Transaction Accounts and/or the VM Mortgages Trustee Account shall be made in accordance with the provisions of the Transaction Documents, and the Mortgages Trustee Transaction Account Mandates and the VM Mortgages Trustee Account Mandate (as applicable).
- (d) Each of the payments into the Mortgages Trustee Transaction Accounts and/or the VM Mortgages Trustee Account, referred to in this Clause 4 (*Payments, Accounts, Ledgers*) shall be made forthwith upon receipt by the Mortgages Trustee or the Trust Property Cash Manager, as the case may be, of such amount in cleared funds.
- (e) As soon as reasonably practicable after becoming aware of the same, the Trust Property Cash Manager may, and shall, withdraw cash from the Mortgages Trustee Transaction Accounts or the VM Mortgages Trustee Account if, and to the extent that, such cash was credited thereto in error and shall use its reasonable efforts to ensure that such cash is applied correctly thereafter.
- (f) The Trust Property Cash Manager shall promptly notify each of the Mortgages Trustee and the Security Trustee of any additional account which supplements or replaces any of the Mortgages Trustee Transaction Accounts and/or the VM Mortgages Trustee Account.
- (g) Each of the Trust Property Cash Manager and the Mortgages Trustee undertakes that, so far as it is able to procure the same, the Mortgages

Trustee Transaction Accounts and the VM Mortgages Trustee Account and all instructions and the mandate in relation thereto will continue to be operative and will not, save as provided in paragraph (h) of this Clause 4.4 (*Payments*) or as permitted pursuant to the Account Bank Agreements or the VM Mortgages Trustee Account Bank Agreement (as applicable), be changed without the prior written consent of the Security Trustee.

- (h) The Trust Property Cash Manager may change the Authorised Signatories in respect of any instruction or the mandate relating to the Mortgages Trustee Transaction Accounts or the VM Mortgages Trustee Account, without the prior written consent of the Security Trustee, in accordance with the provisions of the relevant Account Bank Agreement or the VM Mortgages Trustee Account Bank Agreement (as applicable), but shall provide five Business Days' notice to the Security Trustee of such change.

#### **Operation of Mortgages Trustee Transaction Accounts and the VM Mortgages Trustee Account**

4.5 Save as otherwise provided in the Transaction Documents and subject to Clause 4.6 (*Downgrade of Mortgages Trustee Account Bank*) and Clause 4.7 (*VM Mortgages Trustee Account*) below, the Trust Property Cash Manager:

- (a) in respect of any payment required to be made to the Mortgages Trustee and paid into the Mortgages Trustee Transaction Accounts and/or the VM Mortgages Trustee Account pursuant to the terms of the Transaction Documents, may credit such payments to one or more of the Mortgages Trustee Transaction Accounts and/or the VM Mortgages Trustee Account 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 and/or the VM Mortgages Trustee Account pursuant to the terms of the Transaction Documents, may apply amounts standing to the credit of one or more of the Mortgages Trustee Transaction Accounts and/or the VM Mortgages Trustee Account for such purposes; and
- (c) may at any time and at its discretion transfer amounts from one Mortgages Trustee Transaction Account or the VM Mortgages Trustee Account into any other Mortgages Trustee Transaction Account or the VM Mortgages Trustee Account.

#### **Downgrade of Mortgages Trustee Account Bank**

4.6 In the event that the Trust Property Cash Manager becomes aware that one of the Mortgages Trustee Account Banks ceases to have the Account Bank Required Rating (such Issuer Account Bank, a *Downgraded Mortgages Trustee Account Bank*), the Trust Property Cash Manager shall:

- (a) subject to the provisions of clause 10.1(a)(ii) of the Second Account Bank Agreement and clause 10.1(a)(ii) of the First Account Bank

Agreement and any approvals prescribed therein, 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 Account Bank Required Rating or to the VM Mortgages Trustee Account; and

- (b) for as long as such Mortgages Trustee Account Bank remains a Downgraded Mortgages Trustee Account Bank and none of the actions described at clause 10.1(a)(ii) of the First Account Bank Agreement or clause 10.1(a)(ii) of the Second Account Bank Agreement (as applicable) have been taken with respect to the relevant Mortgages Trustee Transaction Account, shall not transfer or credit any amounts to the Mortgages Trustee Transaction Account held with such Downgraded Mortgages Trustee Account Bank.

### **VM Mortgages Trustee Account**

- 4.7 (a) The Trust Property Cash Manager may only instruct the payments or transfers contemplated by Clause 4.4 (*Payments*), 4.5 (*Operation of Mortgages Trustee Transaction Accounts and the VM Mortgages Trustee Account*) and 4.6 (*Downgrade of a Mortgages Trustee Account Bank*) into the VM Mortgages Trustee Account if the resultant balance of the VM Mortgages Trustee Account does not exceed the VM Mortgages Trustee Permitted Cash Amount.
- (b) Following the recalculation of the VM Mortgages Trustee Permitted Cash Amount on a Trust Calculation Date, the Trust Property Cash Manager shall procure that any amount already standing to the credit of the VM Mortgages Trustee Account in excess of the recalculated VM Mortgages Trustee Permitted Cash Amount shall be transferred to either or both of the Mortgages Trustee Transaction Accounts within three Business Days of the date of such recalculation. Failure to arrange for transfer of any such excess amount from the VM Mortgages Trustee Account to a Mortgages Trustee Transaction Account within such 3 Business Day period shall be a Trust Property Cash Manager Termination Event.
- (c) If any of the events listed in clause 9.1(a) (*Transfer Events*) of the VM Mortgages Trustee Account Bank Agreement occur, the Trust Property Cash Manager shall procure that all amounts standing to the credit of the VM Mortgages Trustee Account are transferred to a Mortgages Trustee Transaction Account as soon as reasonably practicable, and subject to any requirements of law.
- (d) The Trust Property Cash Manager shall ensure that no amounts are transferred into the VM Mortgages Trustee Account whilst any of the events listed in 9.1 (*Transfer Events*) of the VM Mortgages Trustee Account Bank Agreement above are continuing.

## **Withdrawals**

- 4.8 The Trust Property Cash Manager may make withdrawals on behalf of the Mortgages Trustee from any Mortgages Trustee Transaction Account and/or the VM Mortgages Trustee Account, until receipt of an Enforcement Notice served by the Security Trustee on the Issuer, only as permitted by this Agreement, the Mortgages Trust Deed, and the Account Bank Agreements and/or the VM Mortgages Trustee Account Bank Agreement (as applicable).

## **Cash Management**

- 4.9 In administering the Mortgages Trustee Transaction Accounts and/or the VM Mortgages Trustee Account, on behalf of the Mortgages Trustee, the Trust Property Cash Manager shall apply all Mortgages Trustee Available Revenue Receipts and Mortgages Trustee Available Principal Receipts in accordance with the relevant Mortgages Trustee Priority of Payments set out in the Mortgages Trust Deed and shall distribute the proceeds of enforcement of All Monies Mortgages forming part of the All Monies Mortgage Trust in accordance with the Mortgage Sale Agreement.

## **5. NO LIABILITY**

Save as otherwise provided in this Agreement, the Trust Property Cash Manager shall have no liability for the obligations of any of the Mortgages Trustee or the Security Trustee under any of the Transaction Documents or otherwise and nothing herein shall constitute a guarantee, or similar obligation, by the Trust Property Cash Manager of any of the Mortgages Trustee or the Security Trustee in respect of any of them.

## **6. COSTS AND EXPENSES**

- 6.1 The Mortgages Trustee in accordance with and subject to the Mortgages Trustee Revenue Priority of Payments will on each Distribution Date, on behalf of and at the direction of the Beneficiaries, reimburse the Trust Property Cash Manager for all out-of-pocket costs, expenses and charges (together with any amount in respect of Irrecoverable VAT due thereon) properly incurred by the Trust Property Cash Manager in the performance of the Trust Property Cash Management Services including any such costs, expenses or charges not reimbursed to the Trust Property Cash Manager on any previous Distribution Date and the Trust Property Cash Manager shall supply the Mortgages Trustee with an appropriate VAT invoice issued by the Trust Property Cash Manager or, if the Trust Property Cash Manager has treated the relevant cost, expense or charge as a disbursement for VAT purposes, shall use reasonable endeavours to procure that the person making the supply supplies such an invoice to the Mortgages Trustee.
- 6.2 The Mortgages Trustee shall be solely responsible for reimbursing the Trust Property Cash Manager for the out-of-pocket costs, expenses and charges (together with any amount in respect of Irrecoverable VAT due thereon) referred to in Clause 6 (*Costs and Expenses*).

## 7. INFORMATION

### Use of Information Technology Systems

- 7.1 (a) The Trust Property Cash Manager represents and warrants that at the date hereof in respect of the software which is to be used by the Trust Property Cash Manager in providing the Trust Property Cash Management Services it has in place all necessary licences and/or consents from the respective licensor or licensors (if any) of such software.
- (b) The Trust Property Cash Manager undertakes that it shall, for the duration of this Agreement, use reasonable endeavours to ensure that the licences and/or consents referred to in Clause 7.1 (*Use of Information Technology Systems*) are maintained in full force and effect.
- (c) The Trust Property Cash Manager undertakes that it shall, for the duration of this Agreement, use reasonable endeavours to grant to any person to whom it may sub-contract or delegate the performance of all or any of its powers and obligations under this Agreement and/or to such person as the Mortgages Trustee, with the consent of the Security Trustee, elects as a substitute cash manager in accordance with the terms of this Agreement a licence to use any proprietary software together with any update which may be made thereto from time to time, except insofar as it would breach any other of its legal obligations.
- (d) The Trust Property Cash Manager shall use reasonable endeavours to maintain in working order the information technology systems used by the Trust Property Cash Manager in providing the Trust Property Cash Management Services.
- (e) The Trust Property Cash Manager shall pass to any person to whom it may sub-contract or delegate the performance of all or any of its powers and obligations under this Agreement and/or to such person as the Mortgages Trustee, with the consent of the Security Trustee, elects as a substitute cash manager in accordance with the terms of this Agreement the benefit of all warranties in relation to the software insofar as the same are capable of assignment.

### Bank Account Statement

- 7.2 The Trust Property Cash Manager shall take all reasonable steps to ensure that it receives a monthly bank statement in relation to each Mortgages Trustee Transaction Account and the VM Mortgages Trustee Account (and any additional or supplemental bank account of the Mortgages Trustee) and that it furnishes a copy of such statements to the Mortgages Trustee, each of the Beneficiaries and the Security Trustee (upon its request).

### **Access to Books and Records**

- 7.3 Subject to all applicable laws, the Trust Property Cash Manager shall permit the Mortgages Trustee, the auditors of the Mortgages Trustee and the Security Trustee and/or any other person nominated by the Security Trustee or the Beneficiaries at any time during normal office hours upon reasonable notice to have access, or procure that such person or persons are granted access, to all books of record and accounts relating to the Trust Property Cash Management Services provided by the Trust Property Cash Manager and related matters pursuant to this Agreement.

### **Statutory Obligations**

- 7.4 For so long as Virgin Money plc is the Trust Property Cash Manager, the Trust Property Cash Manager will use its reasonable efforts on behalf of the Mortgages Trustee to provide such assistance as the Corporate Services Provider may reasonably require in order for the Corporate Services Provider to prepare and file all reports, annual returns, financial statements, statutory forms and other returns which the Mortgages Trustee is required by law to prepare and file. Subject to approval thereof by the directors of the Mortgages Trustee, for so long as Virgin Money plc is the Trust Property Cash Manager, the Trust Property Cash Manager shall cause such accounts to be audited by the auditors of the Mortgages Trustee and shall procure to the extent it is able to do so that the auditors shall make a report thereon as required by law and copies of all such documents shall be delivered to the Mortgages Trustee, the Security Trustee and the Rating Agencies as soon as practicable after the end of each accounting reference period of the Mortgages Trustee, but in no event later than 60 days after the end of such period.

### **Information Covenants**

- 7.5 (a) The Trust Property Cash Manager shall provide to the Administrator, upon reasonable request, all information in respect of the Mortgages Trust and the All Monies Mortgage Trust which the Administrator reasonably requires to enable it to prepare the Monthly Investor Report in accordance with the provisions of the Administration Agreement.
- (b) The Trust Property Cash Manager shall:
- (i) notify the Rating Agencies and the Security Trustee in writing of the details of any material breach or any amendment to the Transaction Documents of which it becomes aware, such notification to be made promptly and in any event within 15 Business Days of the Trust Property Cash Manager becoming aware of such breach or amendment; and
  - (ii) any other information relating to the Trust Property Cash Manager as the Rating Agencies and the Security Trustee may reasonably request in connection with the Trust Property Cash Manager's obligations under this Agreement.
- (c) The Trust Property Cash Manager shall, promptly and in any event within 15 Business Days of becoming aware of any pending legal

action or judgement which could have a material adverse effect on the ability of the Trust Property Cash Manager to perform its obligations hereunder, give details of the same to the Mortgages Trustee, the All Monies Mortgage Trustee and the Security Trustee.

- (d) The Trust Property Cash Manager shall, at the reasonable request of the Security Trustee, furnish the Security Trustee and the Rating Agencies with such other information relating to its business and financial condition and its functions under the Transaction Documents as the Security Trustee may reasonably request in connection with this Agreement.

## **8. REMUNERATION**

### **Fee Payable**

- 8.1 (a) The Mortgages Trustee shall pay, subject to the provisions of Clause 8.1 (*Mortgages Trustee Available Revenue Receipts*) and the Mortgages Trustee Revenue Priority of Payments set out in the Mortgages Trust Deed, on behalf of and at the direction of the Beneficiaries, to the Trust Property Cash Manager for its Trust Property Cash Management Services hereunder, an annual cash management fee as agreed by the Trust Property Cash Manager and the Mortgages Trustee, from time to time, to be paid in 12 equal instalments monthly in arrears on each Distribution Date.
- (b) The Mortgages Trustee shall be solely responsible for paying the cash management fee to the Trust Property Cash Manager which is referred to in paragraph (a) above.
- (c) All sums payable to the Trust Property Cash Manager under this Agreement are inclusive of any VAT which is chargeable on the supply or supplies for which such sums (or any part thereof) are the whole or part of the consideration for VAT purposes (irrespective of whether such supply is or such supplies are made to the Mortgages Trustee, the All Monies Mortgage Trustee or another person) in particular, neither the Mortgages Trustee, the All Monies Mortgage Trustee, the Issuer nor the Seller shall be obliged to pay any amount in respect of VAT to the Trust Property Cash Manager (in addition to the consideration it has agreed to provide) in relation to any supply made by the Trust Property Cash Manager under this Agreement and section 89 of VATA shall not apply to affect the amount of such sums.

### **Payment of Fee**

- 8.2 The cash management fee referred to in Clause 8.1 (*Fee Payable*) herein shall only be payable to the Trust Property Cash Manager on each Distribution Date in the manner contemplated by, in accordance with and subject to the provisions of the Mortgages Trustee Revenue Priority of Payments.



## **9. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE TRUST PROPERTY CASH MANAGER**

### **Covenants**

- 9.1 The Trust Property Cash Manager hereby covenants with and undertakes to each of the Mortgages Trustee and the Security Trustee that without prejudice to any of its specific obligations hereunder:
- (a) it will exercise all due skill, care and diligence to the performance of its obligations and the exercise of its discretions under this Agreement;
  - (b) it will comply with all reasonable directions, orders and instructions which the Mortgages Trustee or the Security Trustee may from time to time give to it in accordance with the provisions of this Agreement and, in the event of any conflict, the directions, orders and instructions of the Security Trustee shall prevail;
  - (c) it will obtain and keep in force all licences, approvals, authorisations and consents which are necessary in connection with the performance of the Trust Property Cash Management Services and prepare and submit all necessary applications and requests for any further approval, authorisation, consent or licence required in connection with the performance of the Trust Property Cash Management Services;
  - (d) it will not knowingly fail to comply with any legal or regulatory requirement in the performance of the Trust Property Cash Management Services;
  - (e) it will make all payments required to be made by it pursuant to this Agreement on the due date for payment thereof for value in the specified currency on such day without set-off (including, without limitation, in respect of any fee owed to it) or counterclaim; and
  - (f) it will not without the prior written consent of the Security Trustee amend or terminate any of the Transaction Documents to which it is a party in its capacity as Trust Property Cash Manager save in accordance with their terms.

### **Duration of Covenants**

- 9.2 The covenants of the Trust Property Cash Manager in Clause 9.1 (*Covenants*) shall remain in force until this Agreement is terminated but without prejudice to any right or remedy of the Mortgages Trustee and/or the Security Trustee arising from breach of any such covenant prior to the date of termination of this Agreement.

### **Representations and Warranties**

- 9.3 The Trust Property Cash Manager hereby makes at the date of this Agreement the representations and warranties to each of the Mortgages Trustee, the Issuer and the Security Trustee that are specified in Schedule 3 (*Trust Property Cash Manager Representations and Warranties*).

## 10. REPRESENTATIONS AND WARRANTIES OF THE MORTGAGES TRUSTEE

The Mortgages Trustee represents and warrants that:

- (a) it is incorporated in England and Wales under the Companies Act 2006 (as amended), and is not and will not be treated as resident for United Kingdom tax purposes outside the United Kingdom by virtue of being regarded for the purposes of any double taxation relief arrangements as resident in a territory outside the United Kingdom;
- (b) it will have offices only in the United Kingdom and all of the activities of it and its businesses will be carried on in the United Kingdom;
- (c) it has not owned and will not own shares in any company or have any employees;
- (d) it has not engaged and will not engage in any activity, and has not entered and will not enter into any transaction, agreement or arrangement and has not and will not hold any asset, otherwise than as set out in or specifically contemplated by the Transaction Documents;
- (e) it is not treated as a member of any VAT Group and the Mortgages Trustee will not make any application for the Mortgages Trustee to be treated as a member of any VAT Group; and
- (f) it is not, and it is not liable to be, registered (or part of any registration) for VAT in the United Kingdom immediately prior to the Closing Date and will not voluntarily become registered (or part of any registration) for VAT in the United Kingdom.

## 11. SERVICES NON-EXCLUSIVE

Nothing in this Agreement shall prevent the Trust Property Cash Manager from rendering or performing services similar to those provided for in this Agreement to or for itself or other persons, firms or companies or from carrying on business similar to or in competition with the business of the Mortgages Trustee or the Security Trustee.

## 12. TERMINATION

### Trust Property Cash Manager Termination Events

12.1 If any of the following events (*Trust Property Cash Manager Termination Events*) shall occur:

- (a) default is made by the Trust Property Cash Manager in making any payment under this Agreement on the due date thereof or in the performance of its obligations under paragraph (a) of Clauses 4.4 (*Payments*) to 4.9 (*Cash Management*) and such default continues unremedied for a period of two Business Days;

- (b) failure by the Trust Property Cash Manager to procure that any amount standing to the credit of the VM Mortgages Trustee Account in excess of the recalculated VM Mortgages Trustee Permitted Cash Amount is transferred to either or both Mortgages Trustee Transaction Accounts within three Business Days of the date of such recalculation;
- (c) default is made by the Trust Property Cash Manager in the performance or observance of any of its covenants and obligations under this Agreement, which in the opinion of the Note Trustee is materially prejudicial to the Noteholders and such default continues unremedied for a period of 20 Business Days after the earlier of the Trust Property Cash Manager becoming aware of such default and receipt by the Trust Property Cash Manager of written notice from the Mortgages Trustee or, following delivery of an Enforcement Notice, the Security Trustee, as the case may be, requiring the same to be remedied; or
- (d) an Insolvency Event occurs in relation to the Trust Property Cash Manager,

then the Mortgages Trustee, the Issuer or, following delivery of an Enforcement Notice, the Security Trustee will, immediately upon becoming aware of the occurrence of such Trust Property Cash Manager Termination Event (or, in the case of the Security Trustee, as soon as reasonably practicable), deliver written notice to the Trust Property Cash Manager (with a copy to the Mortgages Trustee or the Security Trustee, as applicable) to terminate its appointment as Trust Property Cash Manager under this Agreement, such termination to be effective: (x) in the case of the Trust Property Cash Manager Termination Event specified at (a) above, automatically on the occurrence of the Trust Property Cash Manager Termination Event; and (y) in the case of the Trust Property Cash Manager Termination Events specified at (b) and (c) above, on the date specified in such notice and within five days of the occurrence of the relevant Trust Property Cash Manager Termination Event, provided that, in each case, the termination of the appointment of the Trust Property Cash Manager pursuant to this Clause 12.1 shall not be effective until a successor Trust Property Cash Manager is appointed.

### **Resignation of Trust Property Cash Manager**

12.2 The Trust Property Cash Manager may resign from its appointment under this Agreement only upon giving not less than 90 days' notice to each of the Mortgages Trustee and the Security Trustee, provided that:

- (a) the Mortgages Trustee consents (such consent not to be unreasonably withheld) in writing to such resignation;
- (b) a successor trust property cash manager (who may be the Back-Up Trust Property Cash Manager, if so appointed) is appointed by the Issuer, such appointment to be effective not later than the effective date of such resignation;

- (c) such successor trust property cash manager enters into an agreement substantially on the same terms as this Agreement, or on such terms as are satisfactory to the Security Trustee and the Mortgages Trustee, and the Trust Property Cash Manager shall not be released from its obligations under the relevant provisions of this Agreement until such alternative successor trust property cash manager has entered into such new agreement; and
- (d) each of the Rating Agencies has been notified in writing of such resignation and appointment.

### **Effect of Termination or Resignation**

- 12.3 (a) On and after termination or resignation of the appointment of the Trust Property Cash Manager under this Agreement pursuant to this Clause 12, all authority and power of the retiring Trust Property Cash Manager under this Agreement shall be terminated and be of no further effect and (without derogating from Clause 12.2 above) the retiring Trust Property Cash Manager shall not thereafter hold itself out in any way as the agent of the Mortgages Trustee or the Security Trustee pursuant to this Agreement.
- (b) Upon termination or resignation of the appointment of the Trust Property Cash Manager under this Agreement pursuant to this Clause 12, the retiring Trust Property Cash Manager shall:
- (i) forthwith deliver (and in the meantime hold on trust for, and to the order of, the Mortgages Trustee or the Security Trustee, as the case may be) to the Mortgages Trustee or the Security Trustee, as the case may be, or as the Mortgages Trustee or the Security Trustee, as the case may be, shall direct, all books of account, papers, records, registers, correspondence and documents in its possession or under its control relating to the affairs of or belongings of the Mortgages Trustee or the Security Trustee, as the case may be (if practicable, on the date of receipt), all monies then held by the retiring Trust Property Cash Manager on behalf of the Mortgages Trustee or the Security Trustee and all other assets of the Mortgages Trustee and the Security Trustee;
  - (ii) take such further action as the Mortgages Trustee or the Security Trustee, as the case may be, may reasonably direct at the expense of the Mortgages Trustee, provided that the Trust Property Cash Manager shall not be required to take or direct to be taken such further action unless it has been indemnified to its satisfaction (and in the event of a conflict between the directions of the Mortgages Trustee and the Security Trustee, the directions of the Security Trustee shall prevail);
  - (iii) provide all relevant information contained on computer records in the form of magnetic tape (or such other electronic storage

medium as the parties may agree), together with details of the layout of the files encoded on such magnetic tapes; and

- (iv) co-operate and consult with and assist the Mortgages Trustee or the Security Trustee or its agents, delegates or nominees, as the case may be, for the purposes of explaining the file layouts and the format of the magnetic tapes generally containing such computer records on the computer system of the Mortgages Trustee or the Security Trustee or such nominee, as the case may be.
- (c) The Trust Property Cash Manager shall deliver to the Mortgages Trustee and the Security Trustee (with a copy to the Rating Agencies) as soon as reasonably practicable but in any event within three Business Days of becoming aware thereof (or, in the case of the Trust Property Cash Manager Termination Event set out in 12.1(a) above, immediately on becoming aware thereof) a notice of any Trust Property Cash Manager Termination Event or any Note Default or Potential Note Event of Default.

#### **General Provisions Relating to Termination**

- 12.4 (a) Termination of this Agreement or the appointment of the retiring Trust Property Cash Manager under this Agreement shall be without prejudice to the liabilities of the Mortgages Trustee to the retiring Trust Property Cash Manager and vice versa incurred before the effective date of such termination. The retiring Trust Property Cash Manager shall have no right of set-off or any lien in respect of such amounts against amounts held by it on behalf of the Mortgages Trustee or (as the case may be) the Security Trustee.
- (b) This Agreement shall terminate automatically on the later to occur of (i) the Final Discharge Date and (ii) the termination of the Mortgages Trust.
- (c) On termination of the appointment of the Trust Property Cash Manager under the provisions of this Clause 12, the retiring Trust Property Cash Manager shall, subject to the Mortgages Trustee Revenue Priority of Payments, be entitled to receive all fees and other monies accrued up to (but excluding) the date of termination but shall not be entitled to any other or further compensation. Such monies so receivable by the retiring Trust Property Cash Manager shall be paid by the Mortgages Trustee, on the dates on which they would otherwise have fallen due hereunder and under the terms of the Mortgages Trust Deed. For the avoidance of doubt, such termination shall not affect the retiring Trust Property Cash Manager's rights to receive payment of all amounts (if any) due to it from the Mortgages Trustee other than under this Agreement.
- (d) Any provision of this Agreement which is stated to continue after termination of this Agreement shall remain in full force and effect notwithstanding termination.

### 13. DOWNGRADE OF TRUST PROPERTY CASH MANAGER

- 13.1 Upon the occurrence of a Ratings Downgrade in respect of the Trust Property Cash Manager, the Mortgage Trustee and the Trust Property Cash Manager shall either:
- (a) use reasonable endeavours to appoint a back-up trust property cash manager (the ***Back-Up Trust Property Cash Manager***) within 60 calendar days of such Ratings Downgrade who will agree, upon invocation as trust property cash manager following termination of this Agreement pursuant to Clause 12 (*Termination*), to enter into an agreement on substantially the same terms as this agreement, or on such terms as are satisfactory to the Security Trustee and the Mortgages Trustee, **provided that** the Security Trustee shall not have any liability to appoint a back-up trust property cash manager in any event; or
  - (b) take such other action, which may be no action, which the relevant Rating Agency (at its discretion) confirms is sufficient in order to maintain the then current rating of the Rated Notes.
- 13.2 References in the Transaction Documents to the Trust Property Cash Manager will, following the appointment of the Back-Up Trust Property Cash Manager as successor Trust Property Cash Manager pursuant to the terms of this Agreement, be deemed to be references to the Back-Up Trust Property Cash Manager in its capacity as successor Trust Property Cash Manager.
- 13.3 If a Back-Up Trust Property Cash Manager cannot be appointed within 60 calendar days following a Ratings Downgrade in respect of the Trust Property Cash Manager then the Mortgages Trustee and the Trust Property Cash Manager shall use all reasonable endeavours to enter into a back-up trust property cash management agreement with a Back-Up Trust Property Cash Manager as soon as possible thereafter.
- 13.4 If, following the appointment of a Back-Up Trust Property Cash Manager, a Ratings Upgrade in respect of the Trust Property Cash Manager occurs, the Trust Property Cash Manager, the Mortgages Trustee or (following the service of an Enforcement Notice) the Security Trustee, as the case may be, may, upon the expiry of not less than 3 months' notice in writing given to the Back-Up Trust Property Cash Manager, terminate the appointment of the Back-Up Trust Property Cash Manager.

### 14. FURTHER ASSURANCES

#### Co-operation

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

## **Powers of Attorney**

14.2 Without prejudice to the generality of Clause 14.1 (*Co-operation*), the Mortgages Trustee shall upon request by the Trust Property Cash Manager forthwith give to the Trust Property Cash Manager such further powers of attorney or other written authorisations, mandates or instruments as are necessary to enable the Trust Property Cash Manager to perform the Trust Property Cash Management Services.

## **15. NO SET-OFF**

The Trust Property Cash Manager agrees that it will not make or exercise any claim or demand, any right of counterclaim or any other equity against or withhold payment of any and all sums of money which may at any time and from time to time be standing to the credit of the Mortgages Trustee Transaction Accounts, the VM Mortgages Trustee Account or any replacement or additional bank account of the Mortgages Trustee.

## **16. 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 Transaction Documents, which it may have obtained as a result of the execution or performance of any Transaction Document, provided however that, the provisions of this Clause 16 (*Confidentiality*) shall not apply:

- (a) to the disclosure of any information to the Security Trustee or the Note Trustee or to any other person who is a party to any of the Transaction Documents as expressly permitted by the Transaction Documents;
- (b) to the disclosure of any information by such party to any of its Affiliates, provided that, before any such disclosure, the party shall make the relevant employees of the Affiliate aware of their obligations of confidentiality under the relevant Transaction Document and shall at all times procure compliance with such obligations by such employees;
- (c) to the disclosure of any information which is or becomes public knowledge otherwise than as a result of the wrongful conduct of the recipient;
- (d) to the extent that such disclosure is required pursuant to any law 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 including 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 Transaction Document and shall at all times procure compliance with such obligations by such employees.

## **17. NO PARTNERSHIP**

It is hereby acknowledged and agreed by the parties that nothing in this Agreement shall be construed as giving rise to any partnership between any of the parties.

## **18. ASSIGNMENT**

### **Assignment by the Mortgages Trustee**

- 18.1 The Mortgages Trustee may not assign or transfer any of its rights and obligations under this Agreement without the prior written consent of each of the Beneficiaries and the Security Trustee.

### **No Assignment by Trust Property Cash Manager**

- 18.2 The Trust Property Cash Manager may not assign or transfer any of its rights and obligations under this Agreement without the prior written consent of the Mortgages Trustee, each of the Beneficiaries and the Security Trustee.

## **19. THE SECURITY TRUSTEE**

It is hereby acknowledged and agreed that by its execution of this Agreement the Security Trustee shall not assume or have any obligations or liabilities under this Agreement nor be liable for any breach thereof. Furthermore, any liberty or power which may be exercised or any determination which may be made hereunder by the Security Trustee may be exercised or made in the



Security Trustee's absolute and unfettered discretion without any obligation to give reasons therefor, but in any event must be exercised or made in accordance with the provisions of the Deed of Charge.

## **20. ENTIRE AGREEMENT**

20.1 Each party to this Agreement agrees that:

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

20.2 This Clause 20 shall not exclude any liability for fraudulent misrepresentation.

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

## **21. OBLIGATIONS AS CORPORATE OBLIGATIONS**

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

## **22. 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.

## **23. 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.

## **24. WAIVERS**

The respective rights of each of the parties to this Agreement 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 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.

## **25. 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.

## **26. 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.

## **27. 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.

## **28. 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.

## **29. 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, the laws of England and Wales.

## **30. JURISDICTION**

### **Submission to Jurisdiction**

30.1 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**

30.2 Each party:

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

## **Schedule 1**

### **The Trust Property Cash Management Services**

1. The Trust Property Cash Manager shall:
  - (a) make the determinations set out in Schedule 2 (*Cash Management and Maintenance of Ledgers*) hereto;
  - (b) provide to the Administrator all information in respect of the Mortgages Trust and the All Monies Mortgage Trust which the Administrator reasonably requires to enable it to prepare the Monthly Investor Report in accordance with the provisions of the Administration Agreement;
  - (c)
    - (i) give instructions relating to the Mortgages Trustee Transaction Accounts and the VM Mortgages Trustee Account; and
    - (ii) ensure that payments are made into and from such accounts in each case in accordance with this Agreement, the Mortgages Trust Deed, the Account Bank Agreements and/or the VM Mortgages Trustee Account Bank Agreement, and any other applicable Transaction Document, provided, however, that nothing herein shall require the Trust Property Cash Manager to make funds available to the Mortgages Trustee to enable such payments to be made other than as expressly required by the provisions of this Agreement;
  - (d) keep records for all taxation purposes (including, without limitation, VAT);
  - (e) subject to any applicable law, assist the auditors of the Mortgages Trustee and provide such information to them as they may reasonably request for the purpose of carrying out their duties as auditors;
  - (f) make all filings, give all notices and make all registrations and other notifications required in the day-to-day operation of the respective businesses of the Mortgages Trustee or required to be given by the Mortgages Trustee pursuant to the Transaction Documents;
  - (g) arrange for all payments due to be made by the Mortgages Trustee under any of the Transaction Documents, provided that, such monies are at the relevant time available to the Mortgages Trustee and, provided further that, nothing herein shall constitute a guarantee by the Trust Property Cash Manager of all or any of the obligations of the Mortgages Trustee under any of the Transaction Documents;
  - (h) keep general books of account and records of the Mortgages Trustee;
  - (i) on behalf of the Mortgages Trustee, provided that such monies are at the relevant time available to the Mortgages Trustee, pay all the out-of-pocket expenses of the Mortgages Trustee incurred by the Trust Property Cash Manager on behalf of the Mortgages Trustee in the

performance of the Trust Property Cash Manager's duties hereunder including without limitation:

- (i) all Taxes which may be due and payable by the Mortgages Trustee;
- (ii) all registration, transfer, filing and other fees and other charges payable in respect of the sale by the Seller of the Mortgage Portfolio to the Mortgages Trustee;
- (iii) all necessary filing and other fees in compliance with regulatory requirements;
- (iv) all legal and audit fees and other professional advisory fees; and
- (v) all communication expenses including postage, courier and telephone charges; and

2. Whilst Virgin Money plc is the Trust Property Cash Manager, the Trust Property Cash Manager may invest monies standing from time to time to the credit of the Mortgages Trustee Transaction Accounts and the VM Mortgages Trustee Account in Permitted Investments, subject to the following provisions:

- (a) any such Permitted Investment shall be made in the name of the Mortgages Trustee;
- (b) any costs properly and reasonably incurred in making and changing Permitted Investments will be reimbursed to the Trust Property Cash Manager by the Mortgages Trustee; and
- (c) all income and other distributions arising on, or proceeds following the disposal or maturity of, Permitted Investments shall be credited to one or more of the Mortgages Trustee Transaction Accounts or the VM Mortgages Trustee Account,

and the Trust Property Cash Manager shall not be responsible (save where any loss results from the Trust Property Cash Manager's own fraud, wilful default or negligence or that of their respective officers or employees) for any loss occasioned by reason of any such Permitted Investments whether by depreciation in value or otherwise provided that such Permitted Investments were made in accordance with the above provisions.

## Schedule 2

### Cash Management and Maintenance of Ledgers

#### 1. Determination

- 1.1 On each Trust Calculation Date (based on the aggregate amount of monies standing to the credit of the Mortgages Trustee Transaction Accounts and the VM Mortgages Trustee Account or invested in Permitted Investments as at close of business on the last day of the immediately preceding Trust Calculation Period, the provisions of this Agreement and the Mortgages Trust Deed and information provided to it by the Issuer Cash Manager), the Trust Property Cash Manager shall determine each of the following:
- (a) the amount of Mortgages Trustee Available Principal Receipts received during the immediately preceding Trust Calculation Period;
  - (b) the amount of any Mortgages Trustee Available Revenue Receipts received during the immediately preceding Trust Calculation Period; and
  - (c) the Seller Revenue Share and the Issuer Revenue Share.
- 1.2 The Trust Property Cash Manager shall assist the Issuer Cash Manager on each Payment Calculation Date in determining whether there is likely to be a Revenue Shortfall during the next succeeding Interest Period in accordance with clause 7 (*Standard Variable Rate*) of the Mortgage Sale Agreement and clause 5.5 (*Revenue Shortfalls*) of the Administration Agreement, and if relevant, the minimum Standard Variable Rate which would be required in order for no Revenue Shortfall to arise.
- 1.3 On each Trust Calculation Date, the Trust Property Cash Manager shall determine each of the following:
- (a) the amount of any Losses incurred on the Mortgage Loans during the immediately preceding Trust Calculation Period;
  - (b) the Denominator Reduction Amounts, the Current Issuer Share, the Current Seller Share, the Current Issuer Share Percentage and the Current Seller Share Percentage in accordance with clause 7 (*Adjustment of Issuer and Seller Share Percentages; Minimum Seller Share*) of the Mortgages Trust Deed;
  - (c) the Minimum Seller Share in accordance with clause 7.6 (*Minimum Seller Share*) of the Mortgages Trust Deed;
  - (d) the amount of any Mandatory Seller Cash Contribution payable by the Seller on the immediately following Distribution Date in accordance with clause 7.8 (*Mandatory Seller Cash Contributions*) of the Mortgages Trust Deed (and shall notify the Seller accordingly); and
  - (e) the VM Mortgage Trustee Permitted Cash Amount.
- 1.4 The Trust Property Cash Manager shall notify the Security Trustee, Rating Agencies and Issuer if a Seller Share Event occurs.

- 1.5 On the Closing Date, the Trust Property Cash Manager will calculate the Initial Seller Share, the Initial Seller Share Percentage, the Initial Issuer Share, the Initial Issuer Share Percentage and the Minimum Seller Share and will notify such amounts in writing to the Mortgages Trustee, the Issuer and the Seller.
- 1.6 The Trust Property Cash Manager shall calculate amounts to be paid to the All Monies Mortgage Trust Beneficiaries in accordance with clause 10 (*All Monies Mortgage Trust*) of the Mortgage Sale Agreement.
- 1.7 The Trust Property Cash Manager shall pay all out-of-pocket expenses of the Mortgages Trustee incurred in the performance of the Trust Property Cash Manager's duties hereunder on behalf of the Mortgages Trustee, provided that, such monies are at the relevant time available to the Mortgages Trustee in accordance with the Mortgages Trustee Revenue priority of Payments.
- 1.8 Each determination made in accordance with this paragraph shall (in the absence of bad faith, wilful default, negligence and manifest error) be final and binding on all persons.

## **2. Notification of Determinations**

The Trust Property Cash Manager will cause each determination of Principal Receipts, Revenue Receipts, Losses, Mortgages Trustee Available Revenue Receipts, Mortgages Trustee Available Principal Receipts, the Issuer Share, the Seller Share, the Issuer Share Percentage, the Seller Share Percentage, the Issuer Revenue Share, the Seller Revenue Share and the Minimum Seller Share, to be notified forthwith to the Mortgages Trustee, the Beneficiaries and the Security Trustee.

## **3. Priority of Payments for Mortgages Trustee Available Revenue Receipts**

On each Distribution Date, the Trust Property Cash Manager shall distribute Mortgages Trustee Available Revenue Receipts in accordance with the Mortgages Trustee Revenue Priority of Payments.

## **4. Priority of Payments for Mortgages Trustee Available Principal Receipts**

On each Distribution Date, the Trust Property Cash Manager shall distribute Mortgages Trustee Available Principal Receipts in accordance with the Mortgages Trustee Principal Priority of Payments.

## **5. Other Payments**

Each of the Beneficiaries and the Trust Property Cash Manager agrees, and the Mortgages Trustee concurs, that (save as otherwise specified below) the following payments may be made from the Mortgages Trustee Transaction Accounts and/or the VM Mortgages Trustee Account (to the extent that withdrawal of those amounts would not cause the balance of the relevant Mortgages Trustee Transaction Account or the VM Mortgages Trustee Account to become overdrawn):

- (a) if any Non-Trust Amount (other than amounts paid to the Mortgages Trustee in respect of the All Monies Mortgage Trust) has been received from a Borrower, to pay such Non-Trust Amount when due to the relevant third party; and
- (b) in order to reimburse to the relevant payee a payment or part thereof which has been received by the Mortgages Trustee in error, including, without limitation, any amount due arising from any unintentional overpayment by any person or arising from any reimbursement by any person of any such overpayment (including, for the avoidance of doubt, where arising from the failure of a direct debit) and to refund any amount due arising from the rejection of any payment in respect of a Mortgage Loan and any other amount which has not been received by the Mortgages Trustee as cleared funds.

## **6. Use of Ledgers**

- 6.1 The Trust Property Cash Manager shall forthwith record monies received or payments made by it on behalf of the Mortgages Trustee in the ledgers in the manner set out in this Agreement.
- 6.2 A debit item shall only be made in respect of any of the Mortgages Trustee Ledgers and the corresponding payment or transfer (if any) may only be made from the relevant Mortgages Trustee Transaction Account and/or the VM Mortgages Trustee Account as the case may be, to the extent that such entry does not cause the relevant ledger to have a debit balance.

## **7. Revenue Ledger**

The Trust Property Cash Manager shall ensure that:

- (a) the following amounts shall be recorded as a credit to the Revenue Ledger:
  - (i) all Revenue Receipts;
  - (ii) payments made by the Seller to the Mortgages Trustee to fund any Non-Cash Borrow-back in respect of payment holidays or Cash Borrow-back in respect of any Mortgage Loan in the Mortgage Portfolio;
  - (iii) enforcement proceeds released from the All Monies Mortgage Trust and designated as interest in accordance with paragraph 15 (*All Monies Mortgage Enforcement Proceeds Ledger*) of this Schedule;
  - (iv) all interest received by the Mortgages Trustee on the Mortgages Trustee Transaction Accounts and the VM Mortgages Trustee Account;
  - (v) all amounts received by the Mortgages Trustee representing income received from any Permitted Investments; and



- (vi) all amounts received in relation to a breach of warranty, representation or indemnity to the extent that such payment is in excess of the principal amount outstanding on the Mortgage Loan in respect of which the payment has been made; and
- (b) any payment or provision made under paragraph 3 of this Schedule shall be debited to the Revenue Ledger.

**8. Mortgages Trustee Revenue Receipts Reduction Ledger**

The Trust Property Cash Manager shall ensure that:

- (a) any amounts applied to the Mortgages Trustee Revenue Receipts Reduction Ledger is recorded as a debit to the Revenue Ledger; and
- (b) any subsequent recovery of Mortgages Trustee Revenue Receipts will be recorded as a credit to the Revenue Ledger.

**9. Principal Ledger**

The Trust Property Cash Manager shall ensure that:

- (a) the Principal Ledger shall separately reflect all Principal Receipts (excluding enforcement proceeds relating to All Monies Mortgages, to the extent they are provided for in paragraph 9(b) below) standing to the credit of the Mortgages Trustee Transaction Accounts and the VM Mortgages Trustee Account or invested in Permitted Investments from time to time and distribution of the same to the Issuer and the Seller;
- (b) enforcement proceeds released from the All Monies Mortgage Trust and designated as principal in accordance with paragraph 15 (*All Monies Mortgage Enforcement Proceeds Ledger*) of this Schedule, shall be recorded as a credit to the Principal Ledger; and
- (c) on each Trust Calculation Date all amounts debited from the Trust Replenishment Ledger shall be recorded as a credit to the Principal Ledger;
- (d) any payment or provision made under paragraph 4 herein shall be recorded as a debit to the Principal Ledger.

**10. Mortgages Trustee Principal Receipts Reduction Ledger**

The Trust Property Cash Manager shall ensure that:

- (a) any amounts applied to the Mortgages Trustee Principal Receipts Reduction Ledger is recorded as a debit to the Principal Ledger; and
- (b) any subsequent recovery of Mortgages Trustee Principal Receipts will be recorded as a credit to the Principal Ledger.

**11. Trust Replenishment Ledger**

The Trust Property Cash Manager shall ensure that:

- (a) any Seller Cash Contribution is recorded as a credit to the Trust Replenishment Ledger;
- (b) any cash consideration paid for New Mortgage Loans during the Trust Calculation Period is recorded as a debit to the Trust Replenishment Ledger;
- (c) on each Trust Calculation Date all amounts standing to the credit of the Trust Replenishment Ledger is recorded as a debit to the Trust Replenishment Ledger.

**12. Issuer Loss/Seller Loss Ledger**

The Trust Property Cash Manager shall ensure that all Losses attributable to the Issuer and the Seller are recorded in the Issuer Loss/Seller Loss Ledger in their respective amounts.

**13. Issuer Share/Seller Share Ledger**

The Trust Property Cash Manager shall ensure that the Issuer Share and the Issuer Share Percentage of the Trust Property, the Seller Share and the Seller Share Percentage of the Trust Property and the Basis Rate Swap Shortfall Amount are recorded in the Issuer Share/Seller Share Ledger on the Closing Date and thereafter on each Trust Calculation Date. In addition to the foregoing, if:

- (a) the Seller has made any payment to fund a Non-Cash Borrow-back in respect of payment holidays or a Cash Borrow-back to an existing Borrower; and/or
- (b) the Seller has made a Seller Cash Contribution; and/or
- (c) the Mortgages Trustee has purchased New Mortgage Loans into the Mortgages Trust; and/or
- (d) any Repurchase Price has been paid by the Seller in respect of any repurchase of Mortgage Loans by the Seller; and/or
- (e) there have been any adjustments to the aggregate Current Balance of any of the Mortgage Loans; and/or
- (f) there have been any Losses on the Mortgage Loans; and/or
- (g) there has been a Denominator Reduction Amount as a result of any Denominator Reduction Events,

during the Trust Calculation Period immediately preceding a Trust Calculation Date, the Trust Property Cash Manager shall ensure that the Issuer Share, the Issuer Share Percentage, the Seller Share and/or the Seller Share Percentage of the Trust Property are recalculated, as required, on each Trust Calculation Date or on such date as the Mortgages Trust terminates and are recorded on the Issuer Share/Seller Share Ledger on each such Trust Calculation Date or on such date as the Mortgages Trust terminates, as the case may be.

The Trust Property Cash Manager shall also calculate and record the Issuer Revenue Share and the Seller Revenue Share on the Issuer Share/Seller Share Ledger on each Trust Calculation Date or on such date as the Mortgages Trust terminates.

**14. Borrow-back Ledger**

The Trust Property Cash Manager shall ensure that all Borrow-backs are recorded in the Borrow-back Ledger as follows:

- (a) in respect of Cash Borrow-backs, on the Cash Borrow-back Sub-Ledger; and
- (b) in respect of Non-Cash Borrow-backs as a result of payment holidays, on the Non-Cash Borrow-back Sub-Ledger.

**15. All Monies Mortgage Enforcement Proceeds Ledger**

The Trust Property Cash Manager shall record all enforcement proceeds in respect of All Monies Mortgages forming part of the All Monies Mortgage Trust on the All Monies Mortgage Enforcement Proceeds Ledger.

Any amounts which are paid to the Seller or the Mortgages Trustee in accordance with the Mortgage Sale Agreement shall be debited to the All Monies Mortgage Enforcement Proceeds Ledger and in case of amounts due to the Seller, paid to the Seller as an All Monies Mortgage Trust Beneficiary and in the case of amounts due to the Mortgages Trustee, credited to the Revenue Ledger and the Principal Ledger, as appropriate.

**16. Denominator Reduction Amount Ledger**

The Trust Property Cash Manager shall record all Denominator Reduction Amounts and any related recoveries on the Denominator Reduction Amount Ledger.

### **Schedule 3**

#### **Trust Property Cash Manager Representations and Warranties**

The Trust Property Cash Manager (in such capacity) makes the following representations and warranties to each of the Mortgages Trustee, the Issuer and the Security Trustee:

**1. Status**

It is a public limited company duly incorporated, validly existing and registered under the laws of England and Wales, capable of being sued in its own right and not subject to any immunity from any proceedings, and it has the power to own its property and assets and to carry on its business as it is being conducted.

**2. Powers and Authority**

It has the power to enter into, perform and deliver, and has taken all necessary corporate and other action to authorise the execution, delivery and performance by it of each of the Transaction Documents to which it is or will be a party, in its capacity as Trust Property Cash Manager and each such Transaction Document has been duly executed and delivered by it.

**3. Legal Validity**

Each Transaction Document to which it is or will be a party in its capacity as Trust Property Cash Manager constitutes or when executed in accordance with its terms will constitute, its legal, valid and binding obligation except obligations relating to stamp duties which may be void by virtue of section 117 of the Stamp Act 1891.

**4. Non-Conflict**

The execution by it of each of the Transaction Documents to which it is a party in its capacity as Trust Property Cash Manager and the exercise by it of its rights and the performance of its obligations under such Transaction Documents will not:

- (a) conflict with any document which is binding upon it or any of its assets;
- (b) conflict with its constitutional documents; or
- (c) conflict with any law, regulation or official or judicial order of any government, governmental body or court, domestic or foreign, having jurisdiction over it.

**5. No Litigation**

It is not a party to any material litigation, arbitration or administrative proceedings and, to its knowledge, no material litigation, arbitration or administrative proceedings are pending or threatened against it.

**6. Consents and Licenses**

All governmental consents, licences and other approvals and authorisations required in connection with the entry into, performance, validity and enforceability of, and the transactions contemplated by, the Transaction Documents have been obtained and effected (as appropriate) and are in full force and effect.

**7. Solvency**

No Insolvency Event has occurred in respect of the Trust Property Cash Manager, and the Trust Property Cash Manager is not insolvent.

## Schedule 4 Determination and Reconciliation

### 1. Determinations

- 1.1 The Trust Property Cash Manager shall immediately notify the Issuer Cash Manager upon the occurrence of a Disruption Event.
- 1.2 On each Trust Calculation Date following a Disruption Period, the Trust Property Cash Manager shall apply the Previous Administrator Portfolio Information to the collections received in such Disruption Period for the purposes of determining:
  - (a) the amount of Mortgages Trustee Available Revenue Receipts that would be available to be paid to the Issuer under item (d) of the Mortgages Trustee Revenue Priority of Payments on the immediately following Distribution Date (taking into account amounts to be paid senior thereto) (such amount, the ***Monthly Issuer Revenue Amount***); and
  - (b) the amount of Mortgages Trustee Available Principal Receipts that would be available to be paid to the Issuer under item (a)(i) of the Mortgages Trustee Principal Priority of Payments on the immediately following Distribution Date (such amount, the ***Monthly Issuer Principal Amount*** and, together with the Monthly Issuer Revenue Amount, the ***Monthly Issuer Amount***).
- 1.3 For any Disruption Period where the relevant Distribution Date does not immediately precede a Payment Date, the Trust Property Cash Manager shall credit the Monthly Issuer Revenue Amount and the Monthly Issuer Principal Amount to ledgers maintained for that purpose (respectively, the ***Disruption Payments Revenue Ledger*** and the ***Disruption Payments Principal Ledger*** and, together, the ***Disruption Payments Ledgers***).
- 1.4 For any Disruption Period where the relevant Distribution Date immediately precedes a Payment Date, on the relevant Trust Calculation Date the Trust Property Cash Manager shall calculate an amount equal to the sum of (i) the amount, if any, credited to the Disruption Payments Ledgers in respect of the two immediately preceding Trust Calculation Periods and (ii) the Monthly Issuer Amount for such Disruption Period (such amount, the ***Available Issuer Amount***).

### 2. Payments

- 2.1 For any Disruption Period where the relevant Distribution Date does not immediately precede a Payment Date, the Trust Property Cash Manager shall retain all amounts received by the Mortgages Trustee in the Mortgages Trustee Transaction Accounts and/or the VM Mortgages Trustee Account.
- 2.2 For any Disruption Period where the relevant Distribution Date immediately precedes a Payment Date, on such Distribution Date the Trust Property Cash Manager shall apply an amount by way of an interest free loan to the Issuer in

accordance with clause 10.2 of the Mortgages Trust Deed equal to the lesser of:

- (a) the amount notified to the Trust Property Cash Manager by the Issuer Cash Manager pursuant to paragraph 2.3 of schedule 2 (*Cash Management and Maintenance of Ledgers*) of the Issuer Cash Management Agreement that is required to pay items (i) to (viii) and (x) of the Issuer Pre-Acceleration Revenue Priority of Payments; and
- (b) the Available Issuer Amount,

such loan, the *Disruption Loan*.

- 2.3 Payment of the Disruption Loan shall be made, first, from amounts standing to the credit of the Disruption Payments Revenue Ledger (until such amounts have been reduced to zero) and second, if required, from amounts standing to the credit of the Disruption Payments Principal Ledger.
- 2.4 The amount (if any) by which the Available Issuer Revenue Amount exceeds the amount required to pay items (i) to (viii) and (x) of the Issuer Pre-Acceleration Revenue Priority of Payments shall be retained in the Mortgages Trustee Transaction Accounts and/or the VM Mortgages Trustee Account with a corresponding credit to the Revenue Ledger.
- 2.5 The amount (if any) by which the Available Issuer Principal Amount exceeds the amount (if any) required to pay items (i) to (viii) and (x) of the Issuer Pre-Acceleration Revenue Priority of Payments following application of the other funds available to the Issuer for that purpose shall be retained in the Mortgages Trustee Transaction Accounts and/or the VM Mortgages Trustee Account with a corresponding credit to the Principal Ledger.

### **3. Reconciliations**

- 3.1 In respect of the first Trust Calculation Period following any Disruption Period, upon the subsequent receipt by the Trust Property Cash Manager of the Administrator Portfolio Information in respect of the relevant Disruption Period, the Trust Property Cash Manager shall, on the relevant Trust Calculation Date, reconcile the calculations made in respect of such Disruption Period above to the actual collections set out in the Administrator Portfolio Information.
- 3.2 After making the reconciliation calculations under paragraph 3.1 above, the Trust Property Cash Manager shall adjust the payments to be made on the next following Distribution Date accordingly.
- 3.3 Any such calculations, payments and reconciliations shall 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 be attached to the Trust Property Cash Manager in connection with the exercise by it of its powers, duties and discretion for such purposes.

#### 4. **Repayment of Disruption Loan**

The Trust Property Cash Manager shall apply any Disruption Loan Repayment Amounts in accordance with clause 10.3 of the Mortgages Trust Deed and, in respect of any amounts repaid representing Trust Property pursuant to clause 10.3(d) of the Mortgages Trust Deed, shall net off such Disruption Loan Repayment Amounts from amounts due to the Issuer on the Distribution Date immediately following the Disruption Loan Repayment Date under the Mortgages Trustee Revenue Priority of Payments (to the extent such Disruption Loan was made from amounts representing revenue) and the Mortgages Trustee Principal Priority of Payments (to the extent such Disruption Loan was made from amounts representing principal), as applicable.

In this Schedule 4 (*Determination and Reconciliation*) the following terms shall have the following meaning:

***Disruption Event*** means the failure of the Administrator to provide the Administrator Portfolio Information on any Trust Calculation Date;

***Disruption Loan Repayment Amounts*** means any amounts received from the Issuer Cash Manager under clause 5.1 (*Repayment of Disruption Loan*) of the Issuer Cash Management Agreement by way of repayment of the Disruption Loan;

***Disruption Loan Repayment Date*** means the second Payment Date after the making of a Disruption Loan;

***Disruption Period*** means the Trust Calculation Period immediately preceding a Disruption Event; and

***Previous Administrator Portfolio Information*** means the Administrator Portfolio Information received in respect of the three most recent Trust Calculation Periods (or, where there is no Administrator Portfolio Information for at least three previous Trust Calculation Periods, the Administrator Portfolio Information in respect of any previous Trust Calculation Period).



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

**Issuer**

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

Signature .....

**Mortgages Trustee**

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

Signature .....

**Trust Property Cash Manager, Seller and Administrator**

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

Signature .....

**Security Trustee**

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

Signature .....