

## EXECUTION VERSION

### NON-DD COLLECTION ACCOUNT ACCESSION UNDERTAKING

**THIS DEED** (this **Deed**) is made on 12 December 2024

#### BETWEEN

- (1) **PRECISE MORTGAGE FUNDING 2020-1B PLC** (registered number 12329730) a public limited company incorporated under the laws of England and Wales, whose registered office is at 10th Floor, 5 Churchill Place, London, England, E14 5HU (**PMF 2020-1B**);
- (2) **U.S. BANK TRUSTEES LIMITED** (registered number 2379632), a private limited company incorporated under the laws of England and Wales whose registered office is at 125 Old Broad Street, Fifth Floor, London EC2N 1AR (in its capacity as security trustee in respect of the issuance of notes by PMF 2020-1B) (the **PMF 2020-1B Security Trustee**);
- (3) **KEYS WAREHOUSE NO.1 LIMITED** (registered number 14384293), a private limited company incorporated under the laws of England and Wales, whose registered office is at 10th Floor, 5 Churchill Place, London, E14 5HU, United Kingdom (**Keys Warehouse**);
- (4) **U.S. BANK TRUSTEES LIMITED**, with registered number 02379632 whose registered office is at 125 Old Broad Street, Fifth Floor, London EC2N 1AR (in its capacity as security trustee in respect of the issuance of notes by Keys Warehouse) (the **Keys Warehouse Security Trustee**);
- (5) **CMF 2023-1 PLC** (registered number 14730550) a public limited company incorporated under the laws of England and Wales, whose registered office is at 10th Floor, 5 Churchill Place, London E14 5HU (**CMF 2023-1**);
- (6) **U.S. BANK TRUSTEES LIMITED** (registered number 2379632), a private limited company incorporated under the laws of England and Wales whose registered office is at 125 Old Broad Street, Fifth Floor, London EC2N 1AR (in its capacity as security trustee in respect of the issuance of notes by CMF 2023-1) (the **CMF 2023-1 Security Trustee**);
- (7) **PMF 2024-1 PLC** (registered number 15054902) a public limited company incorporated under the laws of England and Wales, whose registered office is at 10th Floor, 5 Churchill Place, London E14 5HU (**PMF 2024-1**);
- (8) **U.S. BANK TRUSTEES LIMITED** (registered number 2379632), a private limited company incorporated under the laws of England and Wales whose registered office is at 125 Old Broad Street, Fifth Floor, London EC2N 1AR (in its capacity as security trustee in respect of the issuance of notes by the New Beneficiary) (the **PMF 2024-1 Security Trustee**);
- (9) **CMF 2024-1 PLC** (registered number 15563702) a public limited company incorporated under the laws of England and Wales, whose registered office is at 10th Floor, 5 Churchill Place, London E14 5HU (**CMF 2024-1**);
- (10) **U.S. BANK TRUSTEES LIMITED** (registered number 2379632), a private limited company incorporated under the laws of England and Wales whose registered office is at 125 Old Broad Street, Fifth Floor, London EC2N 1AR (in its capacity as security trustee in respect of the issuance of notes by CMF 2024-1) (the **CMF 2024-1 Security Trustee**);
- (11) **PMF 2024-2 PLC** (registered number 15793342) a public limited company incorporated under the laws of England and Wales, whose registered office is at 10th Floor, 5 Churchill Place, London E14 5HU (the **New Beneficiary**); and

- (12) **U.S. BANK TRUSTEES LIMITED** (registered number 2379632), a private limited company incorporated under the laws of England and Wales whose registered office is at 125 Old Broad Street, Fifth Floor, London EC2N 1AR (in its capacity as security trustee in respect of the issuance of notes by the New Beneficiary) (the **New Beneficiary Security Trustee**).

**NOW THIS DEED WITNESSES AS FOLLOWS**

**WHEREAS:**

- (A) The Originator has agreed to provide the New Beneficiary with the beneficial interest described in the collection account declaration of trust dated 5 December 2013 (as the same may be amended, restated, varied, supplemented, replaced and/or novated from time to time with the consent of the parties thereto) between, *inter alios*, the Originator and the Trustee (the **Non-DD Collection Account Declaration of Trust**).
- (B) The terms of the Non-DD Collection Account Declaration of Trust permit the Trustee to hold certain amounts on trust for the New Beneficiary under the Non-DD Collection Account Trust.
- (C) The New Beneficiary has agreed to enter into this Deed to accede to the provisions of the Non-DD Collection Account Declaration of Trust in its capacity as a New Beneficiary thereunder.
- (D) The New Beneficiary Security Trustee has agreed to enter into this Deed to accede to the provisions of the Non-DD Collection Account Declaration of Trust in its capacity as a New Beneficiary Security Trustee thereunder.

**1. INTERPRETATION**

Expressions defined in the Non-DD Collection Account Declaration of Trust shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Deed, including the Recitals hereto, and this Deed shall be construed in accordance with the interpretation provisions set out in Clause 1.2 of the Non-DD Collection Account Declaration of Trust.

In this Deed:

**CMF 2023-1 Deed of Charge** means the deed of charge dated 5 June 2023 between, *inter alios*, CMF 2023-1, the Originator and the CMF 2023-1 Security Trustee, as the same may be amended, varied or supplemented from time to time;

**CMF 2024-1 Deed of Charge** means the deed of charge dated 30 May 2024 between, *inter alios*, CMF 2024-1, the Originator and the CMF 2024-1 Security Trustee, as the same may be amended, varied or supplemented from time to time;

**PMF 2024-1 Deed of Charge** means the deed of charge dated 1 February 2024 between, *inter alios*, PMF 2024-1, the Originator and the PMF 2024-1 Security Trustee, as the same may be amended, varied or supplemented from time to time;

**Deed of Charge** means:

- (a) in relation to PMF 2020-1B, the PMF 2020-1B Deed of Charge;
- (b) in relation to Keys Warehouse, the Keys Warehouse Deed of Charge;
- (c) in relation to CMF 2023-1, the CMF 2023-1 Deed of Charge;
- (d) in relation to PMF 2024-1, the PMF 2024-1 Deed of Charge; and

(e) in relation to CMF 2024-1, the CMF 2024-1 Deed of Charge;

**Keys Warehouse Deed of Charge** means the deed of charge dated 31 March 2023 between, *inter alios*, Keys Warehouse, the Originator and the Keys Warehouse Security Trustee, as the same may be amended, varied or supplemented from time to time;

**New Beneficiary Deed of Charge** has the meaning given to it in Clause 3.3;

**PMF 2020-1B Deed of Charge** means the deed of charge dated 24 January 2020 between, *inter alios*, PMF 2020-1B, the Originator and the PMF 2020-1B Security Trustee, as the same may be amended, varied or supplemented from time to time;

**Secured Creditor** means:

- (a) in relation to PMF 2020-1B, the Secured Creditors (as defined in the PMF 2020-1B Deed of Charge);
- (b) in relation to Keys Warehouse, the Secured Creditors (as defined in the Keys Warehouse Deed of Charge);
- (c) in relation to CMF 2023-1, the Secured Creditors (as defined in the CMF 2023-1 Deed of Charge);
- (d) in relation to PMF 2024-1, the Secured Creditors (as defined in the PMF 2024-1 Deed of Charge);
- (e) in relation to CMF 2024-1, the Secured Creditors (as defined in the CMF 2024-1 Deed of Charge); and
- (f) in relation to the New Beneficiary, the Secured Creditors (as defined in the New Beneficiary Deed of Charge);

**Security Trustee** means:

- (a) in relation to PMF 2020-1B, the PMF 2020-1B Security Trustee;
- (b) in relation to Keys Warehouse, the Keys Warehouse Security Trustee;
- (c) in relation to CMF 2023-1, the CMF 2023-1 Security Trustee;
- (d) in relation to PMF 2024-1, the PMF 2024-1 Security Trustee;
- (e) in relation to CMF 2024-1, the CMF 2024-1 Security Trustee; and
- (f) in relation to the New Beneficiary, the New Beneficiary Security Trustee.

## 2. NEW BENEFICIARY TRUST SHARE

The New Beneficiary's share of the Non-DD Collection Account Trust shall be determined in accordance with Clause 2 of the Non-DD Collection Account Declaration of Trust (the **New Beneficiary Trust Share**).

### 3. ACCESSION

3.1 In consideration of the New Beneficiary being accepted as a New Beneficiary, and the New Beneficiary Security Trustee being accepted as a New Beneficiary Security Trustee, for the purposes of the Non-DD Collection Account Declaration of Trust by the parties thereto as from the date of this Deed, each of the New Beneficiary and the New Beneficiary Security Trustee:

- (a) confirms that as from the date hereof, it intends to be a party to the Non-DD Collection Account Declaration of Trust as a New Beneficiary or a New Beneficiary Security Trustee, as applicable;
- (b) undertakes to comply with and be bound by all of the provisions of the Non-DD Collection Account Declaration of Trust in its capacity as a New Beneficiary or a New Beneficiary Security Trustee, as applicable, as if it had been an original party thereto; and
- (c) agrees that the Trustee shall be the trustee of the Non-DD Collection Account for all Beneficiaries upon and subject to the terms set out in the Non-DD Collection Account Declaration of Trust.

3.2 The New Beneficiary hereby irrevocably instructs the Trustee that, and the Trustee hereby undertakes that, following the service of an Enforcement Notice in respect of the New Beneficiary, the Trustee will comply only with the directions of the New Beneficiary Security Trustee (and not the New Beneficiary) in respect of the New Beneficiary Trust Share.

3.3 The New Beneficiary will, on or about the date hereof, assign and/or charge pursuant to the deed of charge dated on or about the date hereof (**New Beneficiary Deed of Charge**) all of its right, title, interest and benefit, present and future, in the Non-DD Collection Account Trust hereunder, including its beneficial interest created in the Non-DD Collection Account by the Non-DD Collection Account Declaration of Trust, to the New Beneficiary Security Trustee as security for, *inter alia*, its obligations under the Transaction Documents (as defined in the master definitions and construction schedule dated on or about the date hereof between, *inter alios*, the New Beneficiary, the New Beneficiary Security Trustee and the Originator).

3.4 The Trustee hereby acknowledges the assignment and/or charging of all the New Beneficiary's rights, title, interest and benefit, present and future, in the Non-DD Collection Account Trust hereunder, including its beneficial interest created under the Non-DD Collection Account by this Deed, to the New Beneficiary Security Trustee pursuant to the New Beneficiary Deed of Charge.

### 4. NOTICES AND DEMANDS

Any notice or communication under or in connection with this Deed or the Non-DD Collection Account Declaration of Trust shall be given in the manner and at the times set out in Clause 12 (Notices) of the Non-DD Collection Account Declaration of Trust to the addresses given in this Clause 4 or at such other address as the recipient may have notified to the other parties hereto and/or thereto in writing.

The address referred to in this Clause 4 for the New Beneficiary is:

████████████████████  
██████████████████████████████████████

For the attention of: ██████████

Email: ██

The address referred to in this Clause 4 for the New Beneficiary Security Trustee is:

[REDACTED]  
[REDACTED]  
[REDACTED]

Attention: [REDACTED]

Email: [REDACTED]

or such other address and/or numbers as the New Beneficiary and/or New Beneficiary Security Trustee may notify to the parties to the Non-DD Collection Account Declaration of Trust in accordance with the provisions thereof.

## 5. COUNTERPARTS

This Deed may be executed in any number of counterparts (manually or by facsimile) and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

## 6. LIMITED RECOURSE

6.1 The Parties to this Deed hereby acknowledge and agree that:

- (a) all obligations of PMF 2020-1B to the Parties in respect of amounts owing to the Parties pursuant to this Deed are subject to the terms of Clause 22.1 (Non-Petition in relation to the Issuer) and Clause 22.2 (Limited Recourse) of the PMF 2020-1B Deed of Charge, as if each Party was a Secured Creditor;
- (b) all obligations of Keys Warehouse to the Parties in respect of amounts owing to the Parties pursuant to this Deed are subject to the terms of Clause 22.1 (Non-Petition in relation to the Issuer) and Clause 22.2 (Limited Recourse) of the Keys Warehouse Deed of Charge, as if each Party was a Secured Creditor;
- (c) all obligations of CMF 2023-1 to the Parties in respect of amounts owing to the Parties pursuant to this Deed are subject to the terms of Clause 22.1 (Non-Petition in relation to the Issuer) and Clause 22.2 (Limited Recourse) of the CMF 2023-1 Deed of Charge, as if each Party was a Secured Creditor;
- (d) all obligations of PMF 2024-1 to the Parties in respect of amounts owing to the Parties pursuant to this Deed are subject to the terms of Clause 22.1 (Non-Petition in relation to the Issuer) and Clause 22.2 (Limited Recourse) of the PMF 2024-1 Deed of Charge, as if each Party was a Secured Creditor;
- (e) all obligations of CMF 2024-1 to the Parties in respect of amounts owing to the Parties pursuant to this Deed are subject to the terms of Clause 22.1 (Non-Petition in relation to the Issuer) and Clause 22.2 (Limited Recourse) of the CMF 2024-1 Deed of Charge, as if each Party was a Secured Creditor; and
- (f) all obligations of the New Beneficiary to the Parties in respect of amounts owing to the Parties pursuant to this Deed are subject to the terms of Clause 22.1 (Non-Petition in relation to the Issuer) and Clause 22.2 (Limited Recourse) of the New Beneficiary Deed of Charge, as if each Party was a Secured Creditor.

6.2 This Clause 6 shall survive the termination of this Deed.

## **7. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a Party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

## **8. SECURITY TRUSTEE'S ROLE**

- 8.1 Subject always to the terms of the relevant Deed of Charge or the New Beneficiary Deed of Charge (as applicable), each Security Trustee has agreed to become a Party to this Deed for the better preservation and enforcement of its rights under this Deed but shall not assume any obligations or liabilities to any Party hereunder. Any liberty or right which may be exercised or any determination which may be made under this Deed by the relevant Security Trustee may be exercised or made in the relevant Security Trustee's absolute discretion without any obligation to give reasons therefor and the relevant Security Trustee shall not be responsible for any liability occasioned by so acting but subject always to the terms of the relevant Deed of Charge
- 8.2 For the avoidance of doubt, any indemnity that a Security Trustee of an Issuer Beneficiary receives under the relevant Deed of Charge or the New Beneficiary Deed of Charge (as applicable) will apply equally to that Security Trustee in connection with this Deed.
- 8.3 All the provisions of the relevant Deed of Charge or the New Beneficiary Deed of Charge (as applicable) relating to the exercise by the relevant Security Trustee of its powers, trusts, authorities, duties, rights and discretions shall apply, *mutatis mutandis*, to the discharge by the relevant Security Trustee of its powers, trusts, authorities, duties, rights and discretions under this Deed.

## **9. AMENDMENTS**

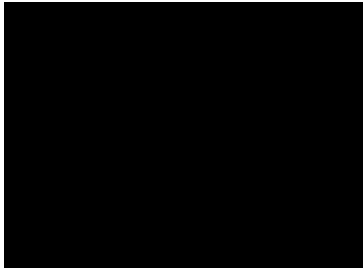
No amendment of this Deed shall be effective unless it is executed by Deed and delivered by (or by some person duly authorised by) each of the parties to this Deed.

## **10. CHOICE OF LAW**

- 10.1 This Deed and all non-contractual rights arising in connection with it, shall be governed by and construed in accordance with English law.
- 10.2 Each Party irrevocably agrees that the English courts shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Deed, including but not limited to, its validity, effect, interpretation or performance and for such purposes irrevocably submits to the jurisdiction of such courts.
- 10.3 Each Party will be deemed to have waived any objection to the choice of or submission to the courts of England on the grounds of inconvenient forum or otherwise. Any judgment, declaration or order (whether interim or final) of a court of England is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.

**IN WITNESS** whereof this Deed has been executed and delivered as a deed by or on behalf of the parties the day and year first above written.

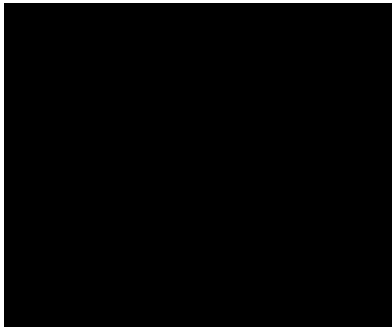
**EXECUTED and DELIVERED as a DEED by** )  
**PRECISE MORTGAGE FUNDING 2020-1B** )  
**PLC** )  
acting by two Directors being: )  
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per pro CSC Directors (No. 1) Limited )  
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per pro CSC Directors (No. 2) Limited )



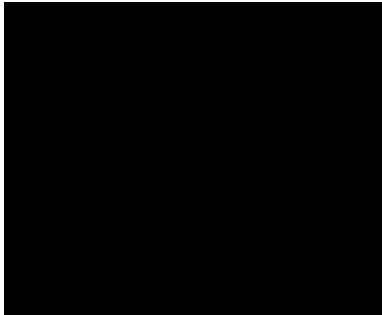
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**KEYS WAREHOUSE NO.1 LIMITED** )  
acting by two Directors being: )  
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per pro CSC Directors (No. 1) Limited )  
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per pro CSC Directors (No. 2) Limited )



**EXECUTED and DELIVERED as a DEED by** )  
**CMF 2023-1 PLC** )  
acting by two Directors being: )  
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per pro CSC Directors (No. 1) Limited )  
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per pro CSC Directors (No. 2) Limited )



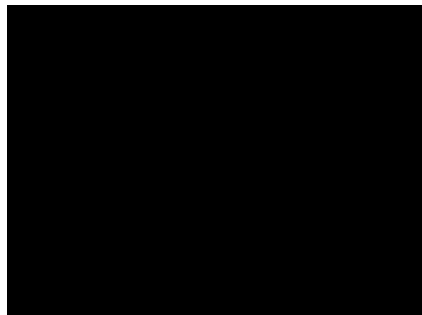
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**PMF 2024-1 PLC** )  
acting by two Directors being: )  
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per pro CSC Directors (No. 1) Limited )  
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per pro CSC Directors (No. 2) Limited )



**EXECUTED and DELIVERED as a DEED by** )  
**CMF 2024-1 PLC** )  
acting by two Directors being: )  
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per pro CSC Directors (No. 1) Limited )  
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per pro CSC Directors (No. 2) Limited )



**EXECUTED and DELIVERED as a DEED by** )  
**PMF 2024-2 PLC** )  
acting by two Directors being: )  
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per pro CSC Directors (No. 1) Limited )  
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per pro CSC Directors (No. 2) Limited )

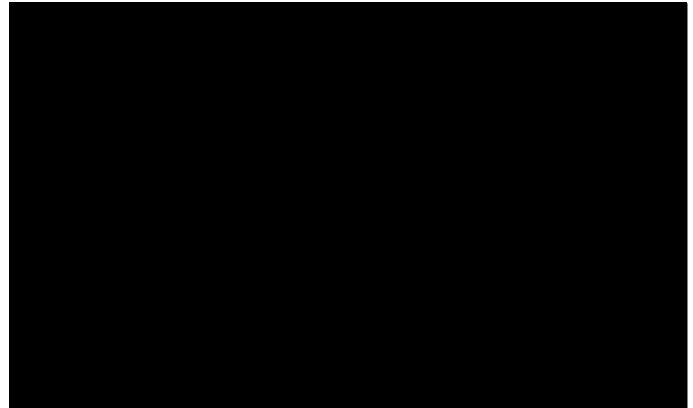




**EXECUTED and DELIVERED as a DEED by** )  
**U.S. BANK TRUSTEES LIMITED** )  
(as PMF 2020-1B Security Trustee, Keys Warehouse )  
Security Trustee, CMF 2023-1 Security Trustee,  
PMF 2024-1 Security Trustee and CMF 2024-1  
Security Trustee)  
acting by its authorised signatories )

Authorised Signatory )

Authorised Signatory )



**EXECUTED and DELIVERED as a DEED by** )  
**U.S. BANK TRUSTEES LIMITED** )  
(as the New Beneficiary Security Trustee) )  
acting by its authorised signatories )

Authorised Signatory )

Authorised Signatory )

