

EXECUTION VERSION

COLLECTION ACCOUNT AGREEMENT

30 MAY 2024

CHARTER COURT FINANCIAL SERVICES LIMITED
as Collection Accounts Trustee

and

BARCLAYS BANK PLC
as Collection Account Bank

and

CMF 2024-1 PLC
as Initial Loans Beneficiary

and

U.S. BANK TRUSTEES LIMITED
as Initial Loans Trustee

A&O SHEARMAN

Allen Overy Shearman Sterling LLP

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CONTENTS

Clause	Page
1. Definitions and Interpretation	1
2. Establishment of the Collection Account.....	6
3. Operation of the Collection Accounts.....	6
4. No Limitations on Withdrawals.....	8
5. Representations and Warranties.....	9
6. Waivers of the Collection Account Bank	10
7. Reliance, Liability and Indemnity.....	10
8. Fees, Costs and Expenses	11
9. VAT	12
10. Termination or Resignation of the Collection Account Bank.....	12
11. Security Arrangements and the Suspension or Termination of the Collection Accounts Trustee	13
12. Accession of Successor Parties	14
13. Further Assurance	16
14. Notices	16
15. Language.....	17
16. Amendments	17
17. Assignment	18
18. Exercise of Rights.....	18
19. Contracts (Rights of Third Parties) Act 1999	19
20. Partial Invalidity	19
21. Severability	19
22. Counterparts.....	19
23. Governing Law	19
24. Submission to Jurisdiction	19
25. Merger.....	19
Schedule	
1. Deed of Accession	25
Signatories	21

THIS COLLECTION ACCOUNT AGREEMENT (this **Agreement**) is dated 30 May 2024

BETWEEN:

- (1) **CHARTER COURT FINANCIAL SERVICES LIMITED** (registered number 06749498), a private limited company incorporated under the laws of England and Wales whose registered office is at 2 Charter Court, Broadlands, Wolverhampton, West Midlands WV10 6TD (the **Collection Accounts Trustee**);
- (2) **BARCLAYS BANK PLC** whose registered number is 01026167 and whose registered office is at 1 Churchill Place, London E14 5HP (the **Collection Account Bank**);
- (3) **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 (the **Initial Loans Beneficiary**); and
- (4) **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 (the **Initial Loans Trustee**).

WHEREAS:

- (A) Payments due to the Loans Beneficiary in respect of certain mortgage loans are paid into the Collection Accounts. All cleared amounts received in respect of such mortgage loans into the Collection Accounts will, except in circumstances where transfer is delayed for administrative reasons and subject to retention of certain amounts therein, be transferred at the close of business on each Business Day from each of the Collection Accounts to the Loans Beneficiary Account. Any transfer that is delayed for administrative reasons will be made as soon as reasonably practicable.
- (B) The Collection Accounts Trustee wishes to appoint the Collection Account Bank as account bank in respect of each of the Collection Accounts to maintain and operate that account in accordance with the terms of this Agreement.

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

Account Documents has the meaning given to it in Clause 2.2(b);

Account Mandate means the account mandate in the form set out in the Account Documents;

Authorised Signatory means, subject to Clause 11, any person who has been recorded in the Account Mandate as being a person that has the authority to deliver instructions to the Collection Account Bank from time to time;

Available Funds means, in respect of a Collection Account at any time, the amount available to be withdrawn from such Collection Account at that time;

BACS means the Bankers' Automated Clearing System as amended or supplemented from time to time or any scheme replacing the same;

BACS Amount means an amount credited to the DD Collection Account by way of BACS;

Beneficiaries means, at any time, the Collection Accounts Trustee and the Loans Beneficiary at that time;

Business Day means a day (other than a Saturday or Sunday or a public holiday) on which banks are open for business in London;

Collection Accounts means each of the DD Collection Account, the Non-DD CMF 2024-1 Collection Account and/or any other account agreed in writing between the Collection Accounts Trustee, the Collection Account Bank, the Loans Beneficiary and the Loans Trustee to fall within this definition;

Collection Account Bank Rating means a long-term unguaranteed unsecured and unsubordinated debt rating of at least Baa3 by Moody's and a short term issuer default rating of F2 by Fitch and a long term issuer default rating of BBB+ by Fitch;

Collection Accounts Trust means the trust granted by the Collection Accounts Trustee for the benefit of, among others, the Loans Beneficiary, in accordance with the terms of the Collection Accounts Declaration of Trust;

Collection Accounts Declaration of Trust means the collection accounts declaration of trust between, among others, the Collection Accounts Trustee, the Initial Loans Beneficiary and the Initial Loans Trustee dated on or about the date of this Agreement or any other agreement agreed in writing between the Collection Accounts Trustee, the Collection Account Bank, the Loans Beneficiary and the Loans Trustee to fall within this definition;

DD Collection Account means the account with account number 93729842 and sort code 20-19-90 held in the name of the Collection Accounts Trustee with the Collection Account Bank;

DD Collection Account Resulting Overdraft has the meaning given to it in Clause 4;

DD Collection Account Unpaid Amount has the meaning given to it in Clause 4;

DD Retained Balance means an amount agreed between the Loans Beneficiary and the Collection Account Bank from time to time;

Deed of Accession means a deed of accession substantially in the form set out in Schedule 1;

Deposit Account means the account with account number [REDACTED] held in the name of the Initial Loans Beneficiary with Elavon Financial Services DAC, UK Branch or any other account of the Initial Loans Beneficiary notified to the Collection Account Bank by the Collection Accounts Trustee on the giving of five Business Days' written notice;

Direct Debiting Scheme means the scheme for the manual or automated debiting of bank accounts by direct debit operated in accordance with the detailed rules of certain members of the Association for Payment Clearing Services;

Effective Date means the later of the date of this Agreement and any other date agreed in writing between the parties to this Agreement;

Encumbrance means:

- (a) any mortgage, sub-mortgage, charge, sub-charge, sub-security, pledge, lien (other than a lien arising in the ordinary course of business or by operation of law) or other encumbrance or security interest howsoever created or arising;

- (b) any arrangement under which money or claims to money, or the benefit of, a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person; or
- (c) any other type of preferential arrangement (including any title transfer and retention arrangement) having a similar effect;

Enforcement Notice has the meaning given to it in Clause 11.1(b);

Existing Loans Beneficiary has the meaning given to it in Clause 12;

Existing Loans Trustee has the meaning given to it in Clause 12;

Existing Parties has the meaning given to it in Clause 12;

FSMA means the Financial Services and Markets Act 2000;

Governmental Authority means any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government;

Interest Period means each period beginning on and including a Payment Date and ending on but excluding the Payment Date immediately succeeding that Payment Date;

Loans means the mortgage loans which are beneficially owned by the Loans Beneficiary;

Loans Beneficiary means the Initial Loans Beneficiary or, following a Loans Beneficiary Transfer Date, the relevant Successor Loans Beneficiary;

Loans Beneficiary Account means:

- (a) in respect of the Initial Loans Beneficiary, the Deposit Account; and
- (b) in respect of any Successor Loans Beneficiary, the account of that Loans Beneficiary recorded in the duly executed Deed of Accession relating to it or any other account agreed in writing between the Successor Loans Beneficiary, the Collection Accounts Trustee and (if applicable) the Successor Loans Trustee;

Loans Beneficiary Transfer Date has the meaning given to it in Clause 12;

Loans Trustee means the Initial Loans Trustee or, (if applicable) following a Loans Beneficiary Transfer Date, the relevant Successor Loans Trustee;

Mistaken Payments means any amount that has been received and credited to a Collection Account in respect of any payment made in connection with any Loan or its Related Security which is:

- (a) (in relation to the DD Collection Account) a BACS Amount that has not been received as Available Funds into the account or is otherwise to be recalled or returned to the payor; or
- (b) any other amount that is to be returned or recalled to the payor or otherwise the payment relating to any Loan or its Related Security is to be reversed;

New Beneficiary Receivables has the meaning given to that term in the Non-DD Collection Account Declaration of Trust;

Non-DD CMF 2024-1 Collection Account means the account with account number [REDACTED] and sort code [REDACTED] held in the name of the Collection Accounts Trustee with the Collection Account Bank;

Non-DD CMF 2024-1 Collection Account Resulting Overdraft has the meaning given to it in Clause 4;

Non-DD CMF 2024-1 Collection Account Unpaid Amount has the meaning given to it in Clause 4;

Non-DD Collection Account means the account with account number [REDACTED] and sort code [REDACTED] held in the name of the Collection Accounts Trustee with the Collection Account Bank;

Non-DD Collection Account Declaration of Trust means the non-DD collection account declaration of trust originally dated 5 December 2013 and made between, *inter alios*, the Initial Loans Beneficiary, the Initial Loans Trustee and the Collection Accounts Trustee;

Originator Account Bank has the meaning given to that term in the Non-DD Collection Account Declaration of Trust;

Party means a party to this Agreement;

Payment Date means, in respect of the Loans Beneficiary, a date on which it is required and permitted to make payments to its creditors in accordance with the documentation entered into between it and those creditors (including, without limitation, the Collection Account Bank);

Priority of Payments means, in respect of the Loans Beneficiary, the order of priority in which it is required and permitted to make payments to its creditors on each Payment Date in accordance with the documentation entered into between it and those creditors (including, without limitation, the Collection Account Bank) from amounts standing to the credit of the Loans Beneficiary Account available to be drawn that day;

Related Security means, in relation to a Loan, the security granted for the repayment of that Loan by the relevant borrower including the relevant mortgage and all rights, remedies or benefits related thereto including:

- (a) the benefit of all affidavits, consents, renunciations, guarantees, indemnities, waivers and postponements (including any deed of consent) from occupiers and other persons having an interest in or rights in connection with the relevant property;
- (b) each right of action of the lender against any person (including any solicitor, licensed conveyancer, valuer, registrar or registry or other person) in connection with any report, valuation, opinion, certificate or other statement of fact or opinion (including each certificate of title and valuation report) given or received in connection with all or part of any Loan and its Related Security or affecting the decision of the lender to make or offer to make all or part of the relevant Loan; and
- (c) the benefit of (including the rights as the insured person under and as notations of interest on, and returns of premium and proceeds of claims under) insurance and assurance policies (taken out by or on behalf of the relevant borrower) deposited, charged, obtained, or held in connection with the relevant Loan, mortgage and/or property and relevant loan files;

Requirement of Law in respect of any person shall mean:

- (a) any law, treaty, rule, requirement or regulation;

- (b) a notice by or an order of any court having jurisdiction;
- (c) a mandatory requirement of any regulatory authority having jurisdiction; or
- (d) a determination of an arbitrator or Governmental Authority,

in each case applicable to or binding upon that person or to which that person is subject or with which it is customary for it to comply;

Servicer means the servicer of the Loans and Related Security on behalf of the Loans Beneficiary from time to time;

Standard Terms and Conditions has the meaning given to it in Clause 2.2(b);

Successor Loans Beneficiary has the meaning given to it in Clause 12;

Successor Loans Trustee has the meaning given to it in Clause 12;

Successor Parties has the meaning given to it in Clause 12; and

Trust Direction Notice has the meaning given to it in Clause 11.1(d).

1.2 Interpretation

- (a) The headings in this Agreement shall not affect its interpretation.
- (b) Unless the context otherwise requires:
 - (i) words denoting the singular number only shall include the plural number also and vice versa;
 - (ii) references to any statutory provision shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under any such re-enactment;
 - (iii) any reference in this Agreement to:
 - (A) any agreement or other document (including this Agreement) shall be construed as a reference to it as amended, supplemented, novated or superseded in accordance with its terms;
 - (B) any party to this Agreement shall include a reference to its successors, transferees, permitted assignees, any person that has replaced it in the capacity in which it is party to this Agreement and any person deriving title under or through it;
 - (C) **including** shall be construed as a reference to including without limitation, so that any list of items or matters appearing after the word "including" shall be deemed not to be an exhaustive list, but shall be deemed to be a representative list, of those items or matters forming a part of the category described prior to the word "including"; and
 - (D) a **successor** of any party shall be construed so as to include an assignee or successor in title of such party and any person who under the laws of the jurisdiction of incorporation or domicile of such party has assumed the rights and obligations of such party under this Agreement or to which, under such laws, such rights and obligations have been transferred.

2. ESTABLISHMENT OF THE COLLECTION ACCOUNT

2.1 Appointment of the Collection Account Bank

- (a) The Collection Accounts Trustee appoints the Collection Account Bank on and with effect from the Effective Date to provide the services specified in this Agreement in relation to each of the Collection Accounts.
- (b) The Collection Account Bank accepts its appointment under paragraph (a) above on the terms and subject to the conditions of this Agreement.
- (c) The Collection Account Bank shall not, at any time, assume any fiduciary relationship of agency or trust with the Collection Accounts Trustee or any other party to this Agreement (whether implied by operation of law or otherwise) by providing the services specified in this Agreement.

2.2 Establishment of the Collection Account

- (a) The Collection Account Bank and the Collection Accounts Trustee confirm that as at the Effective Date each of the Collection Accounts are operative as separate accounts of the Collection Accounts Trustee.
- (b) The parties to this Agreement acknowledge as at the Effective Date that, in relation to each of the Collection Accounts, the Collection Account Bank and the Collection Accounts Trustee have entered into the Collection Account Bank's standard account opening documentation (the **Account Documents**) and the Collection Account Bank shall, subject to the terms of this Agreement, maintain each of the Collection Accounts in accordance with, and subject to, the terms and conditions set out in the Account Documents (the **Standard Terms and Conditions**).
- (c) In the event of any inconsistency between the Standard Terms and Conditions and this Agreement, this Agreement shall prevail.

2.3 Notice and Acknowledgement of the Collection Accounts Declaration of Trust

- (a) The Collection Accounts Trustee hereby gives notice that pursuant to the Collection Accounts Declaration of Trust, it has declared a trust over all of its rights, title, interest and benefit, present and future, in and to each of the Collection Accounts, including all sums standing to the credit of each of the Collection Accounts (as to both capital and income) from time to time (other than any Mistaken Payment which has been identified by the Collection Accounts Trustee standing to the credit of a Collection Account at that time) (the **Trust Property**). Accordingly, each of the Collection Accounts are trust accounts and the Trust Property is held by the Collection Accounts Trustee on trust for the benefit of each of the Beneficiaries.
- (b) The Collection Account Bank acknowledges as at the Effective Date that each of the Collection Accounts are trust accounts and that together the Beneficiaries are beneficially entitled, in accordance with the Collection Accounts Declaration of Trust, to all amounts standing to the credit of each of the Collection Accounts.

3. OPERATION OF THE COLLECTION ACCOUNTS

3.1 Instructions to the Collection Account Bank

- (a) The Collection Account Bank shall, subject to Clause 11, comply with and be entitled to rely solely on, without further enquiry, any instruction, certificate, consent, notice, direction or other communication received in respect of each of the Collection Accounts on and after the Effective Date that:

- (i) is in writing and signed by a signatory authorised by the relevant Account Mandate; or
- (ii) is given by means of the internet banking service or any other electronic banking platform provided by the Collection Account Bank and complies with the relevant procedures of the Collection Account Bank applicable from time to time in relation to receipt of electronic instructions,

and any such instruction received by the Collection Account Bank shall be an irrevocable instruction.

- (b) The Collection Account Bank shall not be liable for any loss incurred by the Collection Accounts Trustee or any Beneficiary as a result of the Collection Account Bank complying with the instructions given to it in accordance with this Clause 3.1, unless such loss results from the negligence, fraud or wilful default of the Collection Account Bank or of any of its officers, employees sub-agents or sub-contractors.

3.2 Standing instruction in respect of the Collection Account

The Collection Accounts Trustee requests and directs and the Collection Account Bank agrees and accepts that, unless it receives any instruction to the contrary from the Servicer or (following the delivery of an Enforcement Notice) the Loans Trustee or any other person entitled to deliver an instruction, in each case in accordance with Clause 11, it shall on and with effect from the Effective Date, without any further instruction, automatically transfer to the Loans Beneficiary Account:

- (a) on each Business Day (other than the Business Day on or immediately following the date on which the Collection Accounts Trust has been terminated pursuant to the Collection Accounts Declaration of Trust), the aggregate amount of Available Funds standing to the credit of the Non-DD CMF 2024-1 Collection Account that are available to be withdrawn at that time;
- (b) on each Business Day (other than the Business Day on or immediately following the date on which the Collection Accounts Trust has been terminated pursuant to the Collection Accounts Declaration of Trust), the aggregate amount of Available Funds standing to the credit of the DD Collection Account that are available to be withdrawn at that time in excess of the DD Retained Balance; and
- (c) immediately prior to the time at which this Agreement is terminated, the aggregate amount of Available Funds standing to the credit of each of the Collection Accounts that are available to be withdrawn at that time (including in respect of the DD Collection Account any amount representing the DD Retained Balance but only if and to the extent that direct debit sponsorship continue to be provided to the Loans Beneficiary following termination, the Collection Account Bank is satisfied with collateral for such sponsorship following termination) so that, subject to the provisions of this sub-Clause (c), the balance of the account is reduced to zero.

3.3 BACS Amounts

- (a) The Collection Account Bank shall use reasonable endeavours:
 - (i) to assist the Collection Accounts Trustee with the transfer to the DD Collection Account of any existing BACS or direct debit payment agreement with any payor which is currently being paid into another account; and
 - (ii) to assist with any testing required in respect of any BACS or direct debit payment.
- (b) The Collection Account Bank acknowledges and agrees to credit to the DD Collection Account any amount received by way of BACS.

3.4 Bank statements

The Collection Account Bank agrees, on and with effect from the Effective Date, to make available to the Collection Accounts Trustee daily electronic statements in relation to each of the Collection Accounts via its internet banking platform.

3.5 No encumbrances

The Collection Account Bank will notify the Collection Accounts Trustee as soon as reasonably practicable if it becomes aware of any Encumbrance created over or existing in relation to any Collection Account.

4. NO LIMITATIONS ON WITHDRAWALS

(a) Notwithstanding any other term of this Agreement or any other agreement to which the Initial Loans Beneficiary is a party, if at any time the Collection Account Bank receives notice that, in respect of the DD Collection Account:

- (i) any amount credited to the DD Collection Account:
 - (A) has not been received by it as Available Funds or has been returned unpaid,
 - (B) has otherwise been recalled, or
 - (C) has been the subject of an indemnity claim against the Collection Account Bank or otherwise incurred a liability for the Collection Account Bank under the Direct Debiting Scheme; and
- (ii) any amount credited by the Collection Account Bank to the DD Collection Account has been returned unpaid, been recalled or been reversed or otherwise reclaimed,

(each, a **DD Collection Account Unpaid Amount**), the Collection Account Bank shall debit the DD Collection Account Unpaid Amount from the amounts standing to the credit of the DD Collection Account in accordance with its normal operating practices and procedures, without having regard to the fact that the DD Collection Account may become overdrawn as a result of that debit.

If the Collection Account Bank debits a DD Collection Account Unpaid Amount from the DD Collection Account and there is a debit balance on the DD Collection Account which arises due to the deduction (a **DD Collection Account Resulting Overdraft**), to the extent that the liability is not settled by funds subsequently paid into the DD Collection Account, the Loans Beneficiary shall be liable to the Collection Account Bank in respect of the DD Collection Account Resulting Overdraft.

(b) Notwithstanding any other term of this Agreement or any other agreement to which the Initial Loans Beneficiary is a party, if at any time the Collection Account Bank receives notice that, in respect of the Non-DD CMF 2024-1 Collection Account any amount credited by the Collection Account Bank to the Non-DD CMF 2024-1 Collection Account has been returned unpaid, been recalled or been reversed or otherwise reclaimed (a **Non-DD CMF 2024-1 Collection Account Unpaid Amount**), the Collection Account Bank shall debit the Non-DD CMF 2024-1 Collection Account Unpaid Amount from the amounts standing to the credit of the Non-DD CMF 2024-1 Collection Account in accordance with its normal operating practices and procedures, without having regard to the fact that the Non-DD CMF 2024-1 Collection Account may become overdrawn as a result of that debit.

If the Non-DD CMF 2024-1 Collection Account Bank debits a Non-DD CMF 2024-1 Collection Account Unpaid Amount from the Collection Account and there is a debit balance on the Non-DD CMF 2024-1 Collection Account which arises due to the deduction (a **Non-DD CMF 2024-1**

Collection Account Resulting Overdraft), to the extent that the liability is not settled by funds subsequently paid into the Non-DD CMF 2024-1 Collection Account, the Loans Beneficiary shall be liable to the Collection Account Bank in respect of the Non-DD CMF 2024-1 Collection Account Resulting Overdraft.

- (c) The parties hereto acknowledge that the Initial Loans Beneficiary is a beneficiary of the Non-DD Collection Account Declaration of Trust and agree that if the Non-DD Collection Account is debited as a result of:
- (i) any amount not being received in the Non-DD Collection Account in cleared funds or has otherwise been recalled; or
 - (ii) any fees and charges due to the Originator Account Bank in respect of the Non-DD Collection Account under the Non-DD Collection Account Declaration of Trust,

and the same results in a debit balance on the Non-DD Collection Account (a **Non-DD Resulting Overdraft**), to the extent that any such Non-DD Resulting Overdraft (i) arises as a result of, or is attributable to, the Loans and/or their Related Security, and (ii) has not been otherwise paid to the Originator Account Bank in accordance with the terms of the Non-DD Collection Account Declaration of Trust (including the notice and acknowledgement given by and from the Originator Account Bank in accordance with the terms thereof), then the Loans Beneficiary shall be liable to the Originator Account Bank in respect of such Non-DD Resulting Overdraft, but only to the extent that the same relates to the Loans and/or their Related Security. The Loans Beneficiary shall promptly on request confirm in writing to the Originator Account Bank if a Non-DD Resulting Overdraft has arisen as a result of, or is attributable to, the Loans and/or their Related Security. For the avoidance of doubt, the Loans Beneficiary shall not be liable for any amount arising from a Non-DD Resulting Overdraft to the extent that the same is attributable in respect of any receivables beneficially owned by any other legal entity in respect of which a collection account is held in the name of the Collection Accounts Trustee with the Collection Account Bank (including any New Beneficiary Receivables) or any other amounts, save to the extent the same relates to the Loans and/or their Related Security and, in respect of paragraph (ii) above, the Initial Loans Beneficiary shall only be liable for its *pro rata* share of the fees and charges due to the Originator Account Bank (calculated on the date that the Non-DD Resulting Overdraft occurs by reference to the amounts standing to the credit of the Non-DD Collection Account on that day that are referable to the Loans as a percentage of the total amount standing to the credit of the Non-DD Collection Account on that day).

- (d) Notwithstanding the provisions of this Clause 4, in the event that the Collection Account Bank automatically debits any amount which the Loans Beneficiary is liable to pay pursuant to paragraph (a) or (b) above from the DD Collection Account or the Non-DD CMF 2024-1 Collection Account, the Collection Account Bank shall, as soon as it becomes aware of such automatic debit having been made from such Collection Account, pay into that Collection Account the amount of such automatic debit if the Collection Account Bank is aware that such amount would not have been paid to it in accordance with the relevant Priority of Payments on the immediately succeeding Payment Date
- (e) The Collection Accounts Trustee agrees to reimburse the Initial Loans Beneficiary for all amounts paid by the Initial Loans Beneficiary to the Collection Account Bank which constitutes a Non-DD Resulting Overdraft under paragraph (ii) of Clause 4(c) above.

5. REPRESENTATIONS AND WARRANTIES

The Collection Account Bank represents and warrants, for the benefit of the Collection Accounts Trustee and the Beneficiaries, as at the date of this Agreement and on a continuing basis, that:

- (a) it is a "bank" for the purposes of section 991 of the Income Tax Act 2007 and all payments of interest are made by it under this Agreement in the ordinary course of its business within the meaning of section 878 of the Income Tax Act 2007; and
- (b) it is an institution authorised to carry on banking business including accepting deposits under the FSMA.

The Loans Beneficiary represents and undertakes that it is, and will continue to be, resident in the United Kingdom for United Kingdom tax purposes and is, and will continue to be, beneficially entitled to the payments made to it by the Collection Accounts Trustee under this Agreement.

6. WAIVERS OF THE COLLECTION ACCOUNT BANK

Notwithstanding anything to the contrary in this Agreement or the Standard Terms and Conditions, the Collection Account Bank hereby:

- (a) waives any right it has or may acquire to combine, consolidate or merge the Collection Accounts held with it with any other account of the Collection Accounts Trustee or any other person to the Collection Account Bank; and
- (b) without prejudice to Clauses 4(a), 4(b) and 8, agrees that it shall not exercise any lien over or set-off, transfer, combine or withhold payment of any sum standing to the credit of each of the Collection Accounts in or towards or conditionally upon satisfaction of any liabilities to it of the Collection Accounts Trustee or any other person and, in the event that the Collection Account Bank breaches the foregoing obligations, then the Collection Account Bank shall immediately re-credit the relevant Collection Account with the amount required to restore the balance on such account to that which it would have been if no such breach had occurred and the other parties hereto agree that such re-crediting shall discharge the Collection Account Bank's liabilities for such breach in full.

7. RELIANCE, LIABILITY AND INDEMNITY

7.1 Reliance

The Collection Account Bank shall be entitled to comply with or rely upon any certificate, consent, notice, direction or other communication which is or it believes in good faith to be given by the Loans Beneficiary pursuant to and in accordance with the terms of the relevant Account Mandate. Subject to Clause 11, if the terms of any such certificate, consent, notice, direction or communication conflict with the terms of the relevant Account Mandate, the terms of the relevant Account Mandate shall prevail.

7.2 Indemnity

The Loans Beneficiary shall, subject to Clause 8, indemnify and keep the Collection Account Bank indemnified on written demand against any loss, cost, damage, charge or expense, action, proceeding, claim or demand, suffered or properly incurred by or made or brought against the Collection Account Bank in complying with or relying upon any certificate, consent, notice, direction or communication in respect of each of the Collection Accounts and the failure by any party (other than the Collection Account Bank) to make payment of any amount when due, save that this indemnity shall not extend to (a) any loss, cost, damage, charge or expense arising from any breach by the Collection Account Bank of the terms of the relevant Account Mandate (b) from the fraud, wilful default or negligence of the Collection Account Bank or (c) for any loss of profit, goodwill, reputation, business opportunity or anticipated saving, or for special or consequential damages.

7.3 No liability

The Collection Account Bank shall not be liable:

- (a) in respect of any loss of profit, goodwill, reputation, business opportunity or anticipated saving, or for special or consequential damages of any Party other than the Collection Account Bank, whether or not the Collection Account Bank has been advised of the possibility of such loss or damage; or
- (b) in respect of any failure to carry out its obligations under this Agreement by electricity power-cuts, computer software, hardware or system failure, strikes, lock-outs, sit-ins, industrial disturbances, earthquakes, storms, fire, flood, acts of God, insurrections, riots, epidemics, war, civil disturbances, governmental directions or regulations, or any other circumstance beyond the Collection Account Bank's control, which are affected by the event in question and for so long as such circumstances continue, the Collection Account Bank shall be relieved of its obligations under this Agreement which are affected by the event in question without liability, provided that this Clause 7 shall not apply if any such event arose, or, if any loss suffered by a Party in connection with such event was incurred by such Party, as a result of the fraud, wilful default or negligence of the Collection Account Bank,

provided that the Collection Account Bank shall, notwithstanding that in accordance with paragraph (b) above it is relieved from its obligations under this Agreement, take all reasonable steps available to it to procure that the event referred to in paragraph (b) above ceases to exist and take all practical steps to minimise any loss resulting from any such event.

8. FEES, COSTS AND EXPENSES

8.1 Administrative costs

- (a) The Loans Beneficiary agrees to pay the reasonable administrative costs of the Collection Account Bank (to be agreed in writing between the Collection Account Bank and the Collection Accounts Trustee, from time to time) in respect of the banking services provided to the Collection Accounts Trustee in relation to each of the Collection Accounts and the taking of any further action required to be taken pursuant to Clauses 10.2(b) or 13 (Further Assurance).
- (b) The Collection Accounts Trustee agrees to pay the reasonable costs (including reasonable legal costs and expenses) of the Collection Account Bank in connection with the negotiation and execution of this Agreement.

8.2 Timing of payments

The charges of the Collection Account Bank for the operation of each of the Collection Accounts shall be debited from the relevant Collection Account on the Collection Account Bank's quarterly charging dates or on any other dates as such charges fall due for payment, provided that, if on or prior to the immediately succeeding Payment Date after the relevant debit is made it is determined by the Loans Beneficiary that the Collection Account Bank would not have received all or some of such fees or charges had they been paid in accordance with the relevant Priority of Payments, the Collection Account Bank shall credit the relevant Collection Account with an amount equal to the difference between the charges debited from the relevant Collection Account during the relevant Interest Period and the amount that would have been paid in accordance with the relevant Priority of Payments and the Collection Account Bank shall ensure that any such amount is credited to the relevant Collection Account immediately prior to the relevant Payment Date.

9. VAT

- 9.1 Any sum (or other consideration) payable (or provided) by the Loans Beneficiary or the Collection Accounts Trustee (as applicable) to the Collection Account Bank pursuant to this Agreement shall be deemed to be exclusive of any VAT chargeable on any supply or supplies for which that sum (or other consideration) is the consideration (in whole or in part) for VAT purposes.
- 9.2 Where, pursuant to the terms of this Agreement, the Collection Account Bank makes a supply to the Loans Beneficiary or the Collection Accounts Trustee (as applicable) for VAT purposes and VAT is or becomes chargeable on such supply, the Loans Beneficiary or the Collection Accounts Trustee (as applicable) shall, subject to the receipt of a valid VAT invoice in respect of such supply, pay to the Collection Account Bank (in addition to and at the same time as any other consideration for such supply) a sum equal to the amount of such VAT.

10. TERMINATION OR RESIGNATION OF THE COLLECTION ACCOUNT BANK

10.1 Resignation of the Collection Account Bank

The Collection Account Bank shall give not less than 30 days' written notice to the Collection Accounts Trustee of its intention to terminate the banking arrangements granted under this Agreement on the date specified in such notice, unless the resignation arises out of any fraud committed by any party to this Agreement other than the Collection Account Bank, or where necessary as a result of any Requirement of Law (including requirements relating to sanctions) to which the Collection Account Bank is subject, in which case the Collection Account Bank shall give notice of its intention to resign in accordance with a notice period which it determines is reasonable in the circumstances.

10.2 Termination of the Collection Account Bank

The Collection Accounts Trustee may, acting on the instructions of the Servicer on behalf of the Loans Beneficiary or (following the delivery of an Enforcement Notice, its Loans Trustee) terminate the appointment of the Collection Account Bank under this Agreement:

- (a) if the Collection Account Bank fails:
- (i) to observe or perform any of its obligations under this Agreement, and, in the case of a failure capable of being remedied, the failure is not remedied within 10 Business Days of its occurrence;
 - (ii) to make any payment on its due date in accordance with any instruction provided to it (including, any standing instruction) from funds available standing to the credit of any Collection Account; or
 - (iii) to maintain all of the Collection Account Bank Ratings,

by giving notice to the Collection Account Bank of its intention to terminate its appointment in accordance with a notice period which it determines is reasonable in the circumstances (such notice period not to be less than 35 days in the event that the Collection Account Bank fails to maintain all of the Collection Account Bank Ratings) and if the Collection Account Bank is subject to insolvency proceedings or any insolvency event occurs with respect to it, the Collection Accounts Trustee, acting on the instructions of the Servicer on behalf of the Loans Beneficiary (or following the delivery of an Enforcement Notice, its Loans Trustee) may terminate the appointment of the Collection Account Bank immediately upon the giving of notice to it; and

- (b) for any reason other than that referred to in paragraph (a), by giving not less than 30 days' prior notice to the Collection Account Bank.

10.3 Transitional arrangements

If any notice of resignation or notice of termination is delivered in accordance with Clause 10.1 or 10.2, as the case may be, the Collection Account Bank shall use commercially reasonable efforts to assist with the orderly transition of the banking arrangements in respect of each of the Collection Accounts to a new account bank identified by the Collection Accounts Trustee acting on the instructions of the Servicer on behalf of the Loans Beneficiary (or following the delivery of an Enforcement Notice, its Loans Trustee) provided that the Collection Account Bank shall have no obligation to assist where the termination is due to fraud. The cost of the Collection Account Bank using commercially reasonable efforts to assist with the orderly transition of the banking arrangements shall be for the account of the Loans Beneficiary, other than where the notice of resignation or notice of termination is delivered pursuant to Clause 10.2(a)(i) or 10.2(a)(ii) in which case such costs shall be for the account of the Collection Account Bank.

10.4 Date of termination or resignation

The resignation or termination of the Collection Account Bank in accordance with Clause 10.1 or 10.2, as the case may be, shall not take effect until the date on which the Collection Account Bank receives notice in writing from the Collection Accounts Trustee that the new account bank has been appointed, other than if it is a resignation due to fraud committed by any party other than the Collection Account Bank or where necessary as a result of any Requirement of Law (including requirements relating to sanctions) to which the Collection Account Bank is subject or a termination relating to the Collection Account Bank becoming subject to insolvency proceedings or any insolvency event occurs with respect to it, the resignation or termination, as the case may be, shall take effect from the end of the notice period determined by the Collection Account Bank or Collection Accounts Trustee, as applicable, to apply in the circumstances.

10.5 Rights and obligations

The authority, power, rights and obligations of the Collection Account Bank under this Agreement shall terminate with effect from the date of termination or resignation of its appointment in accordance with this Agreement, as the case may be, but without prejudice to:

- (a) any liability of the Collection Account Bank to the Collection Accounts Trustee incurred before the date of termination or resignation; and
- (b) the provisions of Clause 10.4.

10.6 Fees due to Collection Account Bank

Subject to the terms of this Agreement, upon termination or resignation of its appointment under this Agreement, the Collection Account Bank shall be entitled to receive all fees and other moneys accrued in respect of its appointment up to the date of termination but shall not be entitled to any other compensation in that capacity.

11. SECURITY ARRANGEMENTS AND THE SUSPENSION OR TERMINATION OF THE COLLECTION ACCOUNTS TRUSTEE

11.1 Delivery of an Enforcement Notice and/or Trust Direction Notice

Each Beneficiary, the Collection Accounts Trustee and the Collection Account Bank acknowledges and agrees that:

- (a) pursuant to a deed of charge entered into or about the date hereof and between, among others, the Loans Beneficiary and its related Loans Trustee (the **Deed of Charge**), the Loans Beneficiary has assigned and/or charged to its related Loans Trustee by way of security, all its right, title, interest and benefit, present and future, in and to each of the Collection Accounts (including, its interest in the trust to which it is subject) and this Agreement;
- (b) prior to being notified that the Loans Trustee has enforced its security against the Loans Beneficiary (an **Enforcement Notice**), the Collection Account Bank shall comply with the instructions of the Servicer on behalf of the Loans Beneficiary in respect of the operation of the Collection Accounts Trust and in respect of any action to be taken by it under the Collection Account Agreement;
- (c) on and with effect from the receipt of any Enforcement Notice, the Collection Account Bank shall comply with the instructions of the Loans Trustee (or any receiver appointed by it) in respect of the operation of the Collection Accounts Trust and any action to be taken by it under the Collection Account Agreement unless otherwise required by operation of law or by the order or direction of a competent court or tribunal; and
- (d) if the Collection Account Bank receives a written notice from the Servicer on behalf of the Loans Beneficiary, the Loans Beneficiary or its Loans Trustee to the effect that the Collection Accounts Trustee's operation of each of the Collection Accounts is to be suspended or terminated (a **Trust Direction Notice**), the Collection Account Bank shall comply with and be entitled to rely solely on, without further enquiry, any instruction given by (i) prior to receipt of any Enforcement Notice, the Servicer on behalf of the Loans Beneficiary or the Loans Beneficiary or (ii) on and with effect from the receipt of any Enforcement Notice, any Loans Trustee, as the case may be, or any person appointed by the Loans Beneficiary or any Loans Trustee during the suspension, or on and with effect from the date of termination, to operate and deliver instructions to the Collection Account Bank in respect of each of the Collection Accounts in accordance with this Agreement.

11.2 Preservation of rights of the Loans Trustee

The Loans Trustee has agreed to become a party to this Agreement for the better preservation and enforcement of its rights under this Agreement but shall not assume any obligations or liabilities to any party under this Agreement. Any liberty or right which may be exercised or any determination which may be made under this Agreement by the Loans Trustee may be exercised or made in the Loans Trustee's absolute discretion without any obligation to give reasons therefor and the Loans Trustee shall not be responsible for any liability occasioned by so acting but subject always to the trust instrument out of which its powers, trusts, authorities, duties, rights and discretions arise.

11.3 Exercise of powers

The provisions of the Deed of Charge relating to the exercise by the Loans Trustee of its powers, trusts, authorities, duties, rights and discretions shall apply, *mutatis mutandis*, to the discharge by the Loans Trustee of its powers, trusts, authorities, duties, rights and discretions under this Agreement.

12. ACCESSION OF SUCCESSOR PARTIES

- (a) Each party to this Agreement agrees that at any time during the term of this Agreement, the Loans Beneficiary at that time (the **Existing Loans Beneficiary**) may, with the consent of its Loans Trustee (the **Existing Loans Trustee**, and together with the Existing Loans Beneficiary, the **Existing Parties**), transfer and assign its trust share in the Collection Accounts Trust to another person (the **Successor Loans Beneficiary**), provided that the relevant Successor Loans Beneficiary along with its proposed Loans Trustee (if applicable) (the **Successor Loans Trustee**, and together with the Successor Loans Beneficiary, the **Successor Parties**), agrees to become a party to this Agreement.

- (b) The accession of the Successor Parties to this Agreement shall take effect upon the date (the **Loans Beneficiary Transfer Date**) recorded in a duly completed Deed of Accession substantially in the form set out in Schedule 1 entered into and executed by each of the Collection Accounts Trustee, the Collection Account Bank, the Existing Parties and the Successor Parties (the **Loans Beneficiary Transfer Parties**) provided that the Successor Loans Beneficiary has delivered to each of the Collection Accounts Trustee and the Collection Account Bank:
- (i) a copy of its constitutional documents;
 - (ii) a copy of a resolution of its board of directors:
 - (A) approving the terms of, and the transactions contemplated by, the Deed of Accession and this Agreement and resolving that it execute the Deed of Accession;
 - (B) authorising a specified person or persons to execute the Deed of Accession on its behalf; and
 - (C) authorising a specified person or persons, on its behalf, to sign and/or despatch all other documents and notices to be signed and/or despatched by it under or in connection with the Deed of Accession and this Agreement;
 - (iii) a specimen of the signature of each person authorised by the resolutions referred to in subparagraph (ii) above; and
 - (iv) such information required by the Collection Account Bank to enable the Collection Account Bank to be satisfied that it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations and the Collection Account Bank's internal policies and procedures, in relation to the Successor Loans Beneficiary.
- (c) Each party to this Agreement acknowledges and agrees that on and with effect from the Loans Beneficiary Transfer Date recorded in any duly executed Deed of Accession:
- (i) the relevant Successor Loans Beneficiary shall become party to this Agreement as Loans Beneficiary;
 - (ii) (if applicable) the relevant Successor Loans Trustee shall become party to this Agreement as Loans Trustee; and
 - (iii) the relevant Existing Parties shall no longer be party to this Agreement,

and, accordingly, the Parties confirm, as follows:

- (A) each Party (other than the Existing Parties) shall be released from further obligations towards the Existing Parties under this Agreement and each Existing Party shall be released from further obligations towards each Party (other than the Existing Parties) under this Agreement and their respective rights against one another under this Agreement shall be cancelled (the **Discharged Rights and Obligations**); and
- (B) each Party (other than the Existing Parties) shall assume obligations towards and/or acquire rights against each Successor Party and each Successor Party shall assume obligations towards and/or acquire rights against each Party (other than the Existing Parties) which differ from the Discharged Rights and Obligations only insofar as each Party (other than the Existing Parties) and each Successor Party have assumed and/or acquired the same in place of each Party.

- (d) Any party to this Agreement may request, to further evidence the change of parties in accordance with any duly executed Deed of Accession and this Clause 12, that a copy of this Agreement is delivered to each Loans Beneficiary Transfer Party by the law firm responsible for drafting the relevant duly executed Deed of Accession, with that copy having been amended to record the Successor Parties accession to this Agreement and each Existing Party's retirement from this Agreement, on and with effect from the relevant Loans Beneficiary Transfer Date.

13. FURTHER ASSURANCE

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

14. NOTICES

14.1 Notice details

Other than as expressly provided for in this Agreement, all notices and other communications to be made under or in respect of this Agreement must be in writing and, unless otherwise stated, may be given in person, by post, by e-mail or by fax and shall be sent to each relevant party using the details set out below:

- (a) in the case of the Collection Accounts Trustee:

Charter Court Financial Services Limited
2 Charter Court
Broadlands, Wolverhampton
West Midlands WV10 6TD

For the attention of: Company Secretary
E-mail: company.secretary@osb.co.uk

- (b) in the case of the Collection Account Bank:

Barclays Bank PLC
Bank Financial Institutions
Level 11, One Churchill Place
London E14 5HP

For the attention of: Simon Craft
E-mail: Simon.Craft@barclays.com

- (c) in the case of the Initial Loans Beneficiary:

CMF 2024-1 plc
10th Floor, 5 Churchill Place,
London E14 5HU

For the attention of: The Directors

E-mail: CMF2024-1-uk@cscgfm.com

With a copy to:
Charter Court Financial Services Limited
2 Charter Court

Broadlands, Wolverhampton
West Midlands WV10 6TD

For the attention of: Company Secretary
E-mail: company.secretary@osb.co.uk

(d) in the case of the Initial Loans Trustee:

U.S. Bank Trustees Limited
125 Old Broad Street, Fifth Floor
London EC2N 1AR

For the attention of: Structured Finance Relationship Management
E-mail: sf.rm@usbank.com

14.2 Change of notice details

Any party to this Agreement may change its contact details by giving five Business Days' notice to the other parties.

14.3 Effectiveness

Other than as expressly provided for in this Agreement, any notice to be given pursuant to this Agreement to any of the parties to it shall be sufficiently served if sent by prepaid first class post, by hand, by email or facsimile transmission and shall be deemed to be delivered:

- (a) in the case of facsimile transmission, when despatched;
- (b) in the case of delivery by hand, when delivered;
- (c) in the case of first class post, when it would be received in the ordinary course of the post; and
- (d) in the case of e-mail, when actually received in readable form,

provided that any notice or communication given under this Clause 14.3 which is delivered on a day other than a Business Day, or after 5 p.m. on any Business Day in the place of receipt, shall only be deemed to be delivered on the next Business Day in that place.

15. LANGUAGE

15.1 Any notice given in connection with this Agreement must be in English.

15.2 Any other document provided in connection with this Agreement must be:

- (a) in English; or
- (b) accompanied by a certified English translation. In this case, the English translation prevails unless the document is a statutory or other official document.

16. AMENDMENTS

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

17. ASSIGNMENT

The Loans Beneficiary may at its sole discretion assign or charge all its rights, title, interest and benefit under this Agreement to its Loans Trustee, but no other party to this Agreement may assign or charge any of its rights, title, interest and benefit under this Agreement without the prior written consent of each other party to this Agreement.

18. EXERCISE OF RIGHTS

18.1 Non-petition in relation to the Loans Beneficiary

Notwithstanding any provision of this Agreement, each of the parties to this Agreement acknowledges and agrees (other than the Loans Beneficiary and its related Loans Trustee) that:

- (a) it will not take any steps or proceedings to procure the winding-up, administration or liquidation of the Loans Beneficiary; and
- (b) it will not take any other steps or action against the Loans Beneficiary for the purpose of recovering any of the obligations owing to it (including by exercising any rights of set-off but without prejudice to the Collection Account Bank's rights to make deductions in accordance with the terms of this Agreement) or enforcing any rights arising out of this Agreement against the Loans Beneficiary or take any other proceedings (including lodging an appeal in any proceedings) in respect of or concerning the Loans Beneficiary.

18.2 Limited recourse against the Loans Beneficiary

Each party to this Agreement agrees that, notwithstanding any other provision of this Agreement, all obligations of the Loans Beneficiary owing to it are limited in recourse to its assets. If:

- (a) there are no assets remaining which are capable of being realised or otherwise converted into cash to satisfy the obligation;
- (b) all amounts available from the assets have been applied to meet or provide for the relevant obligation; and
- (c) there are insufficient amounts available from the assets to pay in full amounts outstanding in respect of the obligation,

then the parties to this Agreement shall have no further claim against the Loans Beneficiary in respect of any amounts due or to be paid to them which remain unpaid and none of the parties to this Agreement may take any further action to recover such amounts and the Loans Beneficiary shall be deemed to be discharged from making any further payments to the parties to this Agreement and any further payment rights shall be extinguished.

18.3 Corporate Obligations

- (a) It is expressly agreed and understood that this Agreement is a corporate obligation of each party to this Agreement and no party shall have any recourse against any shareholder, member, equity holder, officer, agent, employee, director or affiliate of a party in his capacity as such, by any proceedings or otherwise, in respect of any obligation, covenant, or agreement of a party (acting in any capacity whatsoever) contained in this Agreement.
- (b) No personal liability shall attach to or be incurred by any shareholder, member, equity holder, officer, agent, employee or director of a party in his capacity as such, under or by reason of any of the obligations, covenants or agreements of such party contained in this Agreement or implied from this

Agreement and any and all personal liability of every such shareholder, member, equity holder, officer, agent, employee or director for breaches by such party of any such obligations, covenants or agreements, either at law or by statute or constitution, is hereby expressly waived by the parties as a condition of and consideration for the execution of this Agreement.

18.4 Survival

This Clause 18 shall survive the termination of this Agreement.

19. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

20. PARTIAL INVALIDITY

The invalidity, illegality or unenforceability of a provision of this Agreement does not affect or impair the continuation in force of the remainder of this Agreement.

21. SEVERABILITY

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the Loans Beneficiary hereby waives any provision of law but only to the extent permitted by law which renders any provision of this Agreement prohibited or unenforceable in any respect.

22. COUNTERPARTS

This Agreement may be executed in any number of counterparts (including by email), all of which, taken together shall constitute one and the same agreement and any party to this Agreement may enter the same by executing and delivering a counterpart (including by email).

23. GOVERNING LAW

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, English law.

24. SUBMISSION TO JURISDICTION

Each party to this Agreement hereby irrevocably submits to the exclusive jurisdiction of the English courts in any action or proceeding arising out of or relating to this Agreement (including a dispute relating to any non-contractual obligations arising out of or relating to this Agreement) and hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined by such courts. Each party to this Agreement hereby irrevocably waives, to the fullest extent it may possibly do so, any defence or claim that the English courts are an inconvenient forum for the maintenance or hearing of such action or proceeding.

25. MERGER

Any corporation into which any party to this Agreement (other than the Issuer) may be merged or converted, or any corporation with which any party to this Agreement may be consolidated, or any

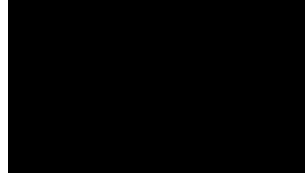
corporation resulting from any merger, conversion or consolidation to which any party to this Agreement shall be a party, or any corporation, including affiliated corporations, to which the relevant party shall sell or otherwise transfer (a) all or substantially all of its assets; or (b) all or substantially all of its corporate trust business shall, on the date when the merger, conversion, consolidation or transfer becomes effective and to the extent permitted by any applicable laws and subject to any credit rating requirements set out in this Agreement become the relevant successor party under this Agreement without the execution or filing of any paper or any further act on the part of the parties to this Agreement, unless otherwise required by the Issuer, and after the said effective date all references in this Agreement to the relevant party shall be deemed to be references to such successor corporation. Written notice of any such merger, conversion, consolidation or transfer shall be given as soon as possible to the Issuer and (following delivery of an Enforcement Notice) the Security Trustee by the relevant party.

THIS AGREEMENT has been entered into on the date stated on the first page of the first line of this Agreement.

SIGNATORIES

SIGNED for and on behalf of
CHARTER COURT FINANCIAL
SERVICES LIMITED
as Collection Accounts Trustee
acting by its attorney

)
)
)
)



.....
Charter Court Financial Services Limited by its
attorney

SIGNED for and on behalf of
BARCLAYS BANK PLC
as Collection Account Bank
acting by its duly authorised signatory

)
)
)
)



UK REGION HEAD - GLOBAL AFFILIATES AND SUB SAHARAN AFRICA, ISRAEL AND CIS BANKS

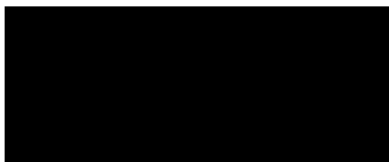
SIGNED for and on behalf of
CMF 2024-1 PLC
as Initial Loans Beneficiary
acting by a Director
per pro CSC Directors (No.1) Limited

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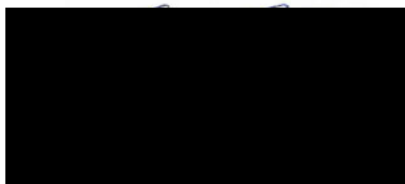


EXECUTED by)
U.S. BANK TRUSTEES LIMITED)
as Initial Loans Trustee)
acting by its duly authorised signatories)
)

Authorised Signatory



Authorised Signatory



SCHEDULE 1

DEED OF ACCESSION

THIS DEED is made on [] 20[]

BETWEEN

- (1) **CHARTER COURT FINANCIAL SERVICES LIMITED** (registered number 06749498), a private limited company incorporated under the laws of England and Wales whose registered office is at 2 Charter Court, Broadlands, Wolverhampton, West Midlands WV10 6TD (the **Collection Accounts Trustee**); and
- (2) **BARCLAYS BANK PLC** whose registered number is 01026167 and whose registered office is at 1 Churchill Place, London E14 5HP (the **Collection Account Bank**);
- (3) [] in its capacity as [] (the **Existing Loans Beneficiary**);
- (4) [] in its capacity as [] (the **Existing Loans Trustee**); [and]
- (5) [] in its capacity as [] (the **Successor Loans Beneficiary**); and
- (6) [] in its capacity as [] (the **Successor Loans Trustee**).

NOW THIS DEED WITNESSES AS FOLLOWS

WHEREAS:

- (A) The Collection Accounts Trustee and the Collection Account Bank, among others, entered into a collection account agreement on or about [●] 2024 (the **Collection Account Agreement**).
- (B) The Successor Loans Beneficiary [and the Successor Loans Trustee] wish to enter into this Deed for the purposes of acceding to the Collection Account Agreement in accordance with Clause 12 of the Collection Account Agreement.

1. DEFINITIONS AND INTERPRETATION

Capitalised terms in the Collection Account Agreement 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 Collection Account Agreement.

2. LOANS BENEFICIARY TRANSFER DATE

Each party to this Deed acknowledges and agrees that in respect of the accession of the Successor Loans Beneficiary [and the Successor Loans Trustee] to take effect in accordance with the terms of this Deed and Clause 12 of the Collection Account Agreement, the **Loans Beneficiary Transfer Date** in relation to that accession shall be [●].

3. ACCESSION

[Each of] the Successor Loans Beneficiary [and the Successor Loans Trustee]:

- (a) confirms that as from the Loans Beneficiary Transfer Date, it intends to be a party to the Collection Account Agreement as the Loans Beneficiary and the Loans Trustee, respectively; and
- (b) undertakes to comply with and be bound by all of the provisions of the Collection Account Agreement in its capacity as Loans Beneficiary or Loans Trustee, as applicable, as if it had been an original party to the Collection Account Agreement.

The Successor Loans Beneficiary represents and undertakes that it is, and will continue to be, resident in the United Kingdom for United Kingdom tax purposes and is, and will continue to be, beneficially entitled to the payments made by the Collection Accounts Trustee under the Collection Account Agreement.

4. NOTICES AND DEMANDS

- (a) Any notice or communication under or in connection with this Deed or the Collection Account Agreement shall be given in the manner and at the times set out in Clause 14 of the Collection Account Agreement 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.
- (b) The address referred to in this Clause 4 for the Successor Loans Beneficiary is:

[●]

For the attention of: [●]

Telephone: [●]

Facsimile: [●]

- (c) [The address referred to in this Clause 4 for the Successor Loans Trustee is:

[●]

For the attention of: [●]

Telephone: [●]

Facsimile: [●]

or such other address and/or numbers as the Successor Loans Beneficiary [and/or Successor Loans Trustee] may notify to the parties to the Collection Account Agreement in accordance with the provisions thereof.

5. ACCOUNT DETAILS OF THE SUCCESSOR LOANS BENEFICIARY

The account details of the Successor Loans Beneficiary for the purposes of the definition of Loans Beneficiary Account in the Collection Account Agreement are as follows:

[●]

6. [PRESERVATION OF RIGHTS OF THE SUCCESSOR LOANS TRUSTEE

The Successor Loans 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 under this Deed. Any liberty or right which may be exercised or any determination which may be made under this Deed by the Successor Loans Trustee may be exercised or made in the Successor Loans Trustee's absolute discretion without any obligation to give reasons therefor and the Successor Loans Trustee shall not be responsible for any liability occasioned by so acting but subject always to the trust instrument out of which its powers, trusts, authorities, duties, rights and discretions arise.]

7. EXERCISE OF RIGHTS

7.1 Non-petition in relation to the Successor Loans Beneficiary

Each of the parties to this Deed acknowledges and agrees (other than the Successor Loans Beneficiary and its related Loans Trustee) that:

- (a) it will not take any steps or proceedings to procure the winding-up, administration or liquidation of the Successor Loans Beneficiary; and
- (b) it will not take any other steps or action against the Successor Loans Beneficiary for the purpose of recovering any of the obligations owing to it (including by exercising any rights of set-off but without prejudice to the Collection Account Bank's rights to make deductions in accordance with the terms of the Collection Account Agreement) or enforcing any rights arising out of this Deed against the Successor Loans Beneficiary or take any other proceedings (including lodging an appeal in any proceedings) in respect of or concerning the Successor Loans Beneficiary.

7.2 Limited recourse against the Successor Loans Beneficiary

Each party to this Deed agrees that, notwithstanding any other provision of this Deed, all obligations of the Successor Loans Beneficiary owing to it are limited in recourse to its assets. If:

- (a) there are no assets remaining which are capable of being realised or otherwise converted into cash to satisfy the obligation;
- (b) all amounts available from the assets have been applied to meet or provide for the relevant obligation; and
- (c) there are insufficient amounts available from the assets to pay in full amounts outstanding in respect of the obligation,

then the parties to this Deed shall have no further claim against the Successor Loans Beneficiary in respect of any amounts due or to be paid to them which remain unpaid and none of the parties to this Agreement may take any further action to recover such amounts and the Successor Loans Beneficiary shall be deemed to be discharged from making any further payments to the parties to this Deed and any further payment rights shall be extinguished.

7.3 Corporate Obligations

- (a) It is expressly agreed and understood that this Deed is a corporate obligation of each party to this Deed and no party shall have any recourse against any shareholder, member, equity holder, officer, agent, employee, director or affiliate of a party in his capacity as such, by any proceedings or otherwise, in respect of any obligation, covenant, or agreement of a party (acting in any capacity whatsoever) contained in this Deed.

- (b) No personal liability shall attach to or be incurred by any shareholder, member, equity holder, officer, agent, employee or director of a party in his capacity as such, under or by reason of any of the obligations, covenants or agreements of such party contained in this Deed or implied from this Deed and any and all personal liability of every such shareholder, member, equity holder, officer, agent, employee or director for breaches by such party of any such obligations, covenants or agreements, either at law or by statute or constitution, is hereby expressly waived by the parties as a condition of and consideration for the execution of this Deed.

7.4 Survival

This Clause 7 shall survive the termination of this Deed.

8. 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 the Contracts (Rights of Third Parties) Act 1999.

9. COUNTERPARTS

This Deed may be executed and delivered in any number of counterparts (including by email), all of which, taken together, shall constitute one and the same deed and any party to this Deed may enter into the same by executing and delivering a counterpart (including by email).

10. GOVERNING LAW

This Deed (and any non-contractual rights arising out of or in connection with it) is governed by, and shall be construed in accordance, with English law.

11. SUBMISSION TO JURISDICTION

Each party to this Deed hereby irrevocably submits to the exclusive jurisdiction of the English courts in any action or proceeding arising out of or relating to this Deed (including a dispute relating to any non-contractual obligations arising out of or relating to this Deed) and hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined by such courts. Each party to this Deed hereby irrevocably waives, to the fullest extent it may possibly do so, any defence or claim that the English courts are an inconvenient forum for the maintenance or hearing of such action or proceeding.

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 as a **DEED** by)
CHARTER COURT FINANCIAL)
SERVICES LIMITED)
as Collection Accounts Trustee)
acting by an authorised signatory)
in the presence of this witness)
)
Witness Signature:)
)
Full Name:)
)
Address:)

EXECUTED as a **DEED** by)
BARCLAYS BANK PLC)
as Collection Account Bank)
acting by its duly authorised Attorney)
in the presence of this witness)
)
Witness Signature:)
)
Full Name:)
)
Address:)
)

EXECUTED as a **DEED** by)
[EXISTING LOANS BENEFICIARY])
)
)
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EXECUTED as a **DEED** by)
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