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**EXECUTION VERSION**

# **CORPORATE SERVICES AGREEMENT**

**15 JUNE 2021**

**INTERTRUST MANAGEMENT LIMITED**  
as **Corporate Services Provider**

and

**INTERTRUST CORPORATE SERVICES LIMITED**  
as **Share Trustee**

and

**ROCHESTER MORTGAGES HOLDINGS NO.3 LIMITED** as  
**Holdings**

and

**ROCHESTER FINANCING NO.3 PLC**  
as **Issuer**

and

**ROCHESTER MORTGAGES LIMITED**  
as **Seller**

and

**U.S. BANK TRUSTEES LIMITED**  
as **Security Trustee**

**ALLEN & OVERY**

Allen & Overy LLP

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**THIS AGREEMENT** is made on 15 June 2021

**BETWEEN:**

- (1) **INTERTRUST MANAGEMENT LIMITED** (registered number 03853947), a limited company incorporated under the laws of England and Wales whose registered office is at 1 Bartholomew Lane, London, United Kingdom, EC2N 2AX (in its capacity as **Corporate Services Provider**);
- (2) **INTERTRUST CORPORATE SERVICES LIMITED** (registered number 03920255), a limited company incorporated under the laws of England and Wales acting through its principal office at 1 Bartholomew Lane, London, United Kingdom, EC2N 2AX (in its capacity as **Share Trustee**);
- (3) **ROCHESTER MORTGAGES HOLDINGS NO.3 LIMITED** (registered number 13356421), a limited company incorporated under the laws of England and Wales whose registered office is at 1 Bartholomew Lane, London, United Kingdom, EC2N 2AX (**Holdings**);
- (4) **ROCHESTER FINANCING NO.3 PLC** (registered number 13365012), a public limited company incorporated under the laws of England and Wales whose registered address is at 1 Bartholomew Lane, London, United Kingdom, EC2N 2AX (the **Issuer**);
- (5) **ROCHESTER MORTGAGES LIMITED** (registered number 09928431), a public limited company incorporated under the laws of England and Wales whose registered address is at Reliance House, Sun Pier, Chatham, Kent, ME4 4ET (the **Seller**); and
- (6) **U.S. BANK TRUSTEES LIMITED** (registered number 2379632), a company incorporated under the laws of England and Wales whose registered office is at 125 Old Broad Street, Fifth Floor, London EC2N 1AR (acting in its capacity as the **Security Trustee**, which expression shall include such company and all other persons or companies for the time being acting as security trustee (or co-trustee) pursuant to the terms of the Deed of Charge).

**INTRODUCTION:**

- (A) The Issuer proposes to become involved in a securitisation transaction (the **Transaction**) as described in the Prospectus dated 11 June 2021.
- (B) Pursuant to a declaration of trust dated 12 May 2021 (the **Share Trust Deed**), the Share Trustee holds the entire beneficial interest in the issued share capital of Holdings on trust for discretionary purposes. Holdings holds all of the issued share capital of the Issuer.
- (C) The Corporate Services Provider has agreed with the other parties to this Agreement to provide various corporate services to the Issuer and Holdings (each a **Company** and together the **Companies**) subject to and in accordance with the terms and conditions of this Agreement.
- (D) The election of officers to each of the Companies is governed by their respective articles of association. The current directors of the Companies are Intertrust Directors 1 Limited, Intertrust Directors 2 Limited and Daniel Jaffe, all of whom have been nominated by the Corporate Services Provider. The company secretary of the Companies is Intertrust Corporate Services Limited.

**THE PARTIES AGREE** as follows:

**1. DEFINITIONS AND INTERPRETATION**

1.1 The master definitions and construction schedule signed by, amongst others, the parties hereto and dated on or about the date this Agreement (as the same may be amended, varied or supplemented from time to time with the consent of the parties hereto) (the **Master Definitions and Construction Schedule**) is expressly and specifically incorporated into this Agreement and, accordingly, the expressions defined in the Master Definitions and Construction Schedule shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Agreement, including the Recitals hereto and this Agreement shall be construed in accordance with the interpretation provisions set out in Clause 2 of the Master Definitions and Construction Schedule.

1.2 In this Agreement and in the introduction hereto, unless the context otherwise requires:

**Additional Services** means the services referred to as the "Additional Services" in Schedule 2;

**Associated Person** of a Person means a director, officer, company secretary, employee, or provider of corporate administration services or agent thereof to such Person;

**Board of Directors** and **Directors** means the board of directors of the Companies and directors acting for the Companies as appointed from time to time;

**Breach of Duty** means (i) in relation to any Person (other than the Security Trustee), the wilful default, fraud, illegal dealing, negligence or material breach of any agreement (including, without limitation, this Agreement) or breach of trust by that Person and (ii) in relation to the Security Trustee, gross negligence, wilful default or fraud of the Security Trustee;

**Companies Act** means the Companies Act 2006;

**Company Administrative Services** means the services referred to as the "Company Administrative Services" in Schedule 1;

**Company Jurisdiction** means England and Wales;

**Corporate Services Fees** means the fees specified in the Corporate Services Provider Fee Letter;

**Corporate Services Provider Fee Letter** means the letter dated on or about the date of this Agreement between the Corporate Services Provider and each of the Companies with respect to, *inter alia*, the fees payable by the Companies to the Corporate Services Provider and any other fee letter subsequently agreed between the Corporate Services Provider and each of the Companies with respect to the fees payable for services of an exceptional nature in accordance with Clause 12.3 below;

**Director** means each person nominated from time to time by the Corporate Services Provider to serve as a director for the Issuer and/or Holdings;

**Dispute** means a dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement or the consequences of its nullity);

**Financial Services** means the services referred to as the "Financial Services" in Schedule 3;

**Person** means any person, body corporate, association or partnership and shall include their legal personal representatives, successors and permitted assigns;

**Regulatory Direction** means, in relation to any person, a direction or requirement of any governmental authority with whose directions or requirements such person is accustomed to comply;

**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 any arbitrator of 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; and

**Secretary** means the Person nominated by the Corporate Services Provider to serve as secretary for the Issuer and/or Holdings.

## **2. APPOINTMENT OF CORPORATE SERVICES PROVIDER**

Each of the Companies hereby appoints the Corporate Services Provider to be its corporate services provider under the terms and conditions set out in this Agreement and the Corporate Services Provider accepts such appointment.

## **3. STANDARD OF CARE**

During the term of this Agreement, the Corporate Services Provider shall, at all times perform its obligations with all due care, skill and diligence and in good faith provided that the Corporate Services Provider shall not be required to do or cause to be done anything which it is prevented from doing by any Regulatory Direction or any Requirement of Law.

## **4. APPOINTMENT OF DIRECTORS AND SECRETARIES PRIOR TO SERVICE OF A NOTE ACCELERATION NOTICE**

4.1 During the term of this Agreement, the Corporate Services Provider will nominate up to three Persons who are willing and available to be appointed as Directors of each of the Companies and one Person which is willing and able to be appointed as Secretary of each of the Companies and the Corporate Services Provider shall procure that each of the Persons nominated by it as a Director or Secretary from time to time accepts the relevant appointment and acts in the relevant capacity and does so without fee or remuneration from any of the Companies, save that nothing in this Agreement shall prejudice the right of any Person under **Clause 12** (Remuneration, Costs and Expenses) or **Clause 8** (Liability) of this Agreement or under the Articles of Association of any of the Companies to fees, remuneration or other payments. Nothing herein shall prevent the Corporate Services Provider from nominating itself as a Director or Secretary of each of the Companies.

4.2 The Corporate Services Provider hereby confirms that, if any of the Directors or the Secretary it nominates pursuant to **Clause 4.1** should resign or retire or for any other reason cease to act as Director or Secretary (as the case may be), it will promptly:

- (a) procure that such Director or Secretary (as the case may be) shall acknowledge in writing (except in the case of death, or sudden incapacity) that he has no claim of any nature whatsoever against the Company;
- (b) nominate another Person willing to act in the relevant capacity;

- (c) procure the consent of that Person to act in that capacity; and
- (d) procure that the Person accepts his appointment on the basis that the effectiveness of any such resignation, retirement or cessation of discharge is conditional on the obligations in **Clauses 4.2(a) and 4.2(b)** having been satisfied.

4.3 If required, the Corporate Services Provider may hold (i) funds relating to the share capital of the Issuer and/or Holdings only and (ii) any other funds, provided that all Secured Obligations of the Issuer have been irrevocably discharged in full, for and on behalf of the Issuer and/or Holdings with a regulated financial institution and manage it, provided that:

- (a) such funds shall be maintained in segregated ledgers in the name of the Issuer or Holdings, as applicable;
- (b) any fees payable on such account shall be paid by the Corporate Services Provider;
- (c) such funds will be held in a non-interest bearing account; and
- (d) the Issuer and Holdings agree that the Corporate Services Provider shall not be responsible for any loss of funds held in accordance with this Agreement.

## **5. COMPOSITION OF BOARDS**

5.1 Holdings undertakes and agrees subject to **Clause 6.3** that it shall exercise its rights as a shareholder of the Issuer and all rights and powers vested in it under the Articles of Association of the Issuer so as to procure that the Board of Directors of the Issuer comprises at all times at least three Directors nominated by the Corporate Services Provider, pursuant to **Clauses 4.1 or 4.2 above**.

5.2 In respect of the Issuer and Holdings, the Corporate Services Provider shall procure that at all times all of the Directors nominated by it pursuant to **Clauses 4.1 or 4.2 above** (as applicable) will be resident in the United Kingdom (and not in any other jurisdiction) for the purposes of United Kingdom tax and shall hold all board meetings in the United Kingdom.

5.3 The Share Trustee undertakes and agrees that, subject to its duties and obligations as Share Trustee under the Share Trust Deed, it shall exercise its rights as a shareholder of Holdings and all rights and powers vested in it under the Articles of Association of Holdings so as to procure that the Board of Directors of Holdings comprises at all times at least three Directors nominated by the Corporate Services Provider, pursuant to **Clauses 4.1 or 4.2 above**.

## **6. NOMINATION OF DIRECTORS AFTER SERVICE OF A NOTE ACCELERATION NOTICE**

6.1 In the event that a Note Acceleration Notice is served on the Issuer, Holdings shall exercise its rights as the sole beneficial owner of all of the shares in the Issuer and the rights and powers vested in it under the Articles of Association of the Issuer, so as to procure that:

- (a) such new or additional directors of the Issuer as the Security Trustee may (but shall be under no obligation to) direct shall be duly appointed provided that such directors are resident in the United Kingdom (and not in any other jurisdiction) for the purposes of United Kingdom tax; and
- (b) such of the directors nominated pursuant to **Clauses 4.1, or 4.2 above** as the Security Trustee requests shall tender their resignation,

and nothing shall prevent the Security Trustee from nominating any person (other than itself) resident in the United Kingdom for the purposes of United Kingdom tax for appointment as a director of the Issuer.

6.2 Any director nominated or appointed pursuant to **Clause 6.1 above** shall be appointed upon such terms (including reasonable remuneration) as may be agreed in writing between the appointees and the Security Trustee.

6.3 For so long as Holdings is the beneficial holder of the whole of the issued share capital of the Issuer, and in the event (but only in the event) that the provisions of **Clause 6.1 above** apply, Holdings undertakes and agrees to comply with all requests of the Security Trustee as to:

(a) the exercise of its rights as shareholder of the Issuer; and

(b) all rights and powers vested in it under the Articles of Association of the Issuer,

in relation to the appointment and/or removal from office by Holdings of any of the directors of the Issuer.

6.4 In the event that a Note Acceleration Notice is served on the Issuer, any appointment of a director in office at such time validly made pursuant to **Clauses 4.1, or 4.2** shall continue to be effective in accordance with the provisions of this Agreement unless and until such director has resigned pursuant to **Clause 6.1(b) above**.

6.5 The obligations of the parties hereto under this Agreement are solely the corporate obligations of each of the parties.

6.6 No recourse shall be had in respect of any obligation or claim arising out of or based upon this Agreement against any employee, officer or director of any of the parties hereto, save where the claim, demand, liability, cost or expense in connection therewith arises from the gross negligence, wilful default or fraud of such employee, officer or director of the respective party.

## 7. SERVICES TO BE PROVIDED

7.1 The Corporate Services Provider agrees to provide the Company Administrative Services, the Additional Services and the Financial Services to the Companies.

7.2 The Corporate Services Provider shall not be required to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties referred to in **Clause 7.1** or in the exercise of any of its rights or powers thereunder if there are reasonable grounds for it believing that the reimbursement of such expenditure or indemnity satisfactory to it against such risk or liability is not assured.

7.3 The Corporate Services Provider will, without undue delay (i) upon receipt from the Issuer, the Servicer, the Cash Manager or the Master Servicer of any information required to be reported by the Issuer, (ii) upon itself becoming aware of any such information required to be reported by the Issuer and (iii) at the same time as any SR Investor Report and SR Data Tape is made available, pursuant to and in accordance with:

(a) Article 7(1)(g) of the UK Securitisation Regulation and the UK Article 7 Technical Standards (such information **UK SR Significant Event Information**); or

(b) Article 7(1)(f) or Article 7(1)(g) of the EU Securitisation Regulation and the EU Article 7 Technical Standards (such information **EU SR Significant Event Information** and together with any UK SR Significant Event Information, **SR Significant Event Information**),



prepare the SR Significant Event Information in the format agreed with the Issuer and will provide such SR Significant Event Information to EuroABS for uploading to the Reporting Website (or shall itself upload such SR Significant Event Information to the Reporting Website) without delay.

- 7.4 The Corporate Services Provider will also provide reasonable assistance to the Issuer, the Cash Manager, the Servicer, the Master Servicer and EuroABS by making available any further information that the Issuer, the Cash Manager, the Servicer, the Master Servicer and/or EuroABS reasonably requests in connection with the information to be disclosed under Article 7(1) of the UK Securitisation Regulation or Article 7(1) of the EU Securitisation Regulation and shall provide the same to the Issuer, the Cash Manager, the Servicer, the Master Servicer and/or EuroABS to the extent that the Corporate Services Provider is capable of providing such information without additional cost or material administrative burden, or otherwise at the Issuer's cost.

## **8. LIABILITY**

- 8.1 The Corporate Services Provider makes no other warranty or representation in respect of the services provided in **Clause 7** (Services to be Provided) and all other representation or warranties are hereby excluded.
- 8.2 Neither the Corporate Services Provider nor any of its Associated Persons, shall be liable for any loss or damage sustained by the Company as a direct or indirect result of the provision by the Corporate Services Provider of the services provided in **Clause 7** (Services to be Provided) save that nothing in this Clause shall exclude or restrict any liability of the Corporate Services Provider resulting from a Breach of Duty on the part of the Corporate Services Provider or any of its Associated Persons. The Corporate Services Provider and any of its Associated Persons shall not, in any event be liable for any indirect special or consequential loss of any kind, or loss of profit (whether a direct or indirect loss) or for any losses that arise from any damage to the Company's business or reputation.
- 8.3 Neither the Corporate Services Provider nor any of its Associated Persons shall be liable for acting on what it in good faith believes to be valid instructions from or on behalf of the Companies and/or the Board of Directors or in relation to notices, requests, waivers, consents, receipts, corporate actions or other documents which the Corporate Services Provider in good faith believes to be genuine and to have been given or signed by the appropriate parties.
- 8.4 The Corporate Services Provider acknowledges that the late submission of financial statements can give rise to a penalty charge by the relevant statutory authority and hereby agrees that provided the Corporate Services Provider has complied with its obligations as set out in this Agreement the Corporate Services Provider shall not be liable for any such penalty charge imposed unless such charge arises as a result of the fraud, misconduct, wilful default, negligence, bad faith or a Breach of Duty by the Corporate Services Provider.

## **9. INDEMNITY**

- 9.1 Subject to Clause 9.2, each of the Companies shall indemnify the Corporate Services Provider and all Associated Persons of the Corporate Services Provider (together **Indemnified Persons**) against all Liabilities incurred in relation to such Company arising from or connected with the appointment of the Corporate Services Provider as corporate services provider for such Company and the Corporate Services Provider's performance of the services and other obligations set out in this Agreement save that this indemnity shall not extend to any Tax imposed on or calculated by reference to the fees, charges, commissions or other remuneration payable to the Corporate Services Provider or Associated Persons.
- 9.2 An Indemnified Person shall be entitled to be indemnified under **Clause 9.1** if and only if:

- (a) it and, to the extent that it was not acting as principal, its principal acted in good faith and without Breach of Duty or negligence in relation to the matters in respect of which the indemnity is sought; and
- (b) it complies fully at all times with the remaining provisions of this **Clause 9**.

9.3 For the purposes of **Clause 9.2(a)** it shall not be considered a Breach of Duty by an Indemnified Person to the extent that such Breach of Duty arises as a result of:

- (a) any failure or delay on the part of any other party to the Transaction Documents in supplying any information or the supplying of incorrect, incomplete or inaccurate information;
- (b) any Breach of Duty by any other party to the Transaction Documents; or
- (c) any action taken by the Corporate Services Provider at the request of any of the Companies or the Security Trustee.

9.4 If an Indemnified Person becomes aware of a matter which does or might give rise to a right to an indemnity under **Clause 9.1 (a Claim)**, it shall:

- (a) promptly after becoming aware notify the relevant Company in writing of the Claim (an **Indemnity Notice**) stating in reasonable detail:
  - (i) the nature of the Claim and the level of Liabilities incurred or likely to be incurred; and
  - (ii) any claims to an indemnity, contribution or otherwise which it has or may have against any other Person in respect of the Claim; and
- (b) promptly provide any documents, information or other assistance in relation to the Claim which the relevant Company reasonably requests at any time until the Claim is resolved.

9.5 Within fifteen (15) working days of receipt of an Indemnity Notice, the relevant Company shall state in writing whether, subject to continuing compliance with this **Clause 9**, it will provisionally indemnify the Indemnified Person in respect of the Claim set out in the Indemnity Notice.

9.6 If the relevant Company states in writing that, subject to continuing compliance with this **Clause 9**, it will provisionally indemnify the Indemnified Person in respect of a Claim set out in an Indemnity Notice (an **Indemnified Claim**), the Indemnified Person shall not take any steps with regard to the Indemnified Claim without first fully consulting the relevant Company and shall take all steps such Company reasonably requests in order to:

- (a) mitigate, defend or compromise the Claim including, without limitation, through the appointment of lawyers, responding to regulatory or investigative enquiries, the issue of legal proceedings, the defence of legal or regulatory action, mediation or the lodging of appeals; and
- (b) enforce any rights to an indemnity, contribution or otherwise which the Indemnified Person has or may have against any other Person in respect of the Claim.

The relevant Company may by notice in writing withdraw a provisional indemnity given under **Clause 9.5** if, in its absolute discretion, it considers in the light of the information then available to it that it is unlikely that the Indemnified Person is entitled to an indemnity in respect of an Indemnified Claim, in which case the Claim will cease to be an Indemnified Claim.

9.7 An Indemnified Person shall not settle or do anything which might compromise its ability to contest a Claim in respect of:

- (a) a Claim before the relevant Company has responded in accordance with **Clause 9.5 above**;  
or
- (b) an Indemnified Claim,

without first obtaining the written consent of the relevant Company (which shall not be unreasonably withheld or delayed).

9.8 The relevant Company shall meet all reasonable expenses and liabilities reasonably incurred in defending an Indemnified Claim in advance of its final resolution upon receipt of an undertaking by the Indemnified Person that it will repay the amounts advanced, together with interest, at the rate specified in **Clause 12.4**, from the date of payment by the relevant Company to the date of repayment, if it is ultimately determined that the Indemnified Person is not entitled to be indemnified by the relevant Company under **Clause 9.1**.

9.9 All payments the relevant Company is obliged to make under this **Clause 9** shall be made on the first Interest Payment Date falling more than fifteen (15) working days after receipt by the relevant Company of notification in writing of the sum which the Indemnified Person requests payment of together with reasonable details of the nature and amount of the payment.

## 10. REPRESENTATIONS AND WARRANTIES

10.1 Each of the Companies represents and warrants to the Corporate Services Provider (as to itself) as at the date of this Agreement that:

- (a) it is duly incorporated in the Company Jurisdiction with limited liability under the Companies Act, with its registered office at 1 Bartholomew Lane, London, England, EC2N 2AX and it has full power and authority to conduct its business as described in the Prospectus;
- (b) save as disclosed in the Prospectus, no litigation, arbitration or administrative proceedings of or before any court, tribunal or governmental body have been commenced or, so far as the relevant Company is aware are pending or threatened against the relevant Company or any assets or revenues which may have a material adverse effect on the relevant Company;
- (c) it is a company which is and has, since incorporation, been resident for tax purposes solely in the United Kingdom;
- (d) it has applied for or obtained and maintained in effect all authorisations, approvals, licences and consents required in connection with its business and the consummation of the transactions contemplated by the Transaction Documents pursuant to any Requirement of Law or any Regulatory Direction applicable to the relevant Company in the Company Jurisdiction and in each other jurisdiction in which the relevant Company carries on business; and
- (e) its functional currency for the purposes of section 17(4) Corporation Tax Act 2010 is sterling.

10.2 The Corporate Services Provider represents and warrants to each of the Companies as at the date of this Agreement that:

- (a) it is a company duly incorporated in England and Wales with limited liability under the Companies Act, with its principal place of business at 1 Bartholomew Lane, London, England, EC2N 2AX; and
- (b) no litigation, arbitration or administrative proceedings of or before any court, tribunal or governmental body have been commenced or, so far as the Corporate Services Provider is aware, are pending or threatened against the Corporate Services Provider or any assets or revenues which may have a material adverse effect on the Corporate Services Provider or this Agreement.

## 11. APPOINTMENT OF AGENTS

- 11.1 The Corporate Services Provider shall be entitled to delegate its functions, powers, discretions, duties and obligations under this Agreement to any person, firm or corporation (an **Agent**) and any such delegation may be on such terms and conditions as the Corporate Services Provider considers reasonable in the context of the duties and responsibilities assumed hereunder by the Corporate Services Provider provided that the Corporate Services Provider remains liable for the performance of any duties by any agent as if such duty had been performed by the Corporate Services Provider itself and provided that such appointment will not result in any of the Companies becoming subject to tax in any jurisdiction other than in the United Kingdom or suffering any additional taxes which such Company would not have suffered absent such appointment.
- 11.2 The Corporate Services Provider or any Agent shall be at liberty in the performance of their duties and any exercise of the powers, discretions, privileges and duties vested in them under this Agreement to act by responsible officers or a responsible officer for the time being and may act or rely upon the opinion or advice or information obtained by any broker, lawyer, accountant, auditor, valuer, surveyor, or other professional advisor or expert who is assisting the Companies.

## 12. REMUNERATION, COSTS AND EXPENSES

- 12.1 In accordance with the Corporate Services Provider Fee Letter the Issuer (on behalf of Holdings and itself) shall pay to the Corporate Services Provider for consideration for its services provided pursuant to this Agreement the fees specified in **Clauses 12.1(a), 12.1(b)** and any other costs and expenses specified in this **Clause 12** to the bank account notified by the Corporate Services Provider (together with VAT thereon) from time to time:
  - (a) the Corporate Services Fees, provided that a valid VAT invoice for the amount of such services is received by the Cash Manager at U.S. Bank Global Corporate Trust Limited, 125 Old Broad Street, Fifth Floor, London EC2N 1AR (fax+44 (0)207 365 2577, email: mbs.erg.london@usbank.com) for the attention of MBS ERG Team at least 15 days prior to the Interest Payment Date relevant to each payment date, and if such invoice is not received at least 15 days prior to the Interest Payment Date, the Corporate Services Fees will be paid on the following Interest Payment Date; and
  - (b) any other fees that may be reasonably incurred by the Corporate Services Provider on behalf of the Issuer in respect of the winding-up of the Issuer and Holdings and their subsequent auditing (including any fees relating to tax compliance matters) provided that a valid VAT invoice for the amount of such service is received by U.S. Bank Global Corporate Trust Limited, 125 Old Broad Street, Fifth Floor, London EC2N 1AR (fax+44 (0)207 365 2577, email: mbs.erg.london@usbank.com) for the attention of MBS ERG Team at least 15 days prior to any such fees becoming due and payable.
- 12.2 The Issuer (on behalf of Holdings and itself) shall reimburse the Corporate Services Provider on demand for all reasonable travelling and other out of pocket expenses (including any Irrecoverable VAT) properly incurred by it, its agents, employees, the Directors and the Secretary nominated by it

in the performance of any duties and enforcement of any rights under this Agreement and all reasonable fees and disbursements (including, without limitation those of a legal nature and any Irrecoverable VAT) incurred by it in the negotiation, preparation, execution and administration of this Agreement only to the extent that such costs are not covered by the fees agreed in **Clause 12.1**.

- 12.3 The Issuer (on behalf of Holdings and itself) shall pay the Corporate Services Provider such additional remuneration, or meet the cost of such additional expenses (including legal and accounting advice and any Irrecoverable VAT) as shall be agreed between the Corporate Services Provider and the Companies in the event that the Corporate Services Provider finds it expedient or necessary or is requested by any of the Companies or the Security Trustee to undertake duties which the Corporate Services Provider and the relevant Company or Companies or the Security Trustee (as applicable) agree to be of an exceptional nature or otherwise outside the scope of the services provided under **Schedules 1 and 3**.
- 12.4 Any amounts due by any of the Companies to the Corporate Services Provider shall bear interest at the rate of 1 per cent. per annum above the Bank of England Base Rate and interest shall accrue:
- (a) in the case of payments made by the Corporate Services Provider prior to the date of demand, from the date on which the payment was made or such later date as specified in such demand;
  - (b) in the case of payments made by the Corporate Services Provider on or after the date of the demand, from the date specified in such demand, which date shall not be a date earlier than the date such payments are made; and
  - (c) in the case of any remuneration payable by any of the Companies, from the due date thereof.
- 12.5 Any amounts payable under this **Clause 12** shall be paid on each Interest Payment Date in accordance with the relevant order of priority set out in the Deed of Charge or the Cash Management Agreement as applicable.

## **13. REMUNERATION FOR PROCURING THE SHARE TRUSTEE**

- 13.1 The parties hereto acknowledge that the Share Trustee will undertake certain duties and provide certain services which shall be of benefit to the Issuer and Holdings.
- 13.2 The Corporate Services Provider is entitled to be remunerated for procuring the Share Trustee to perform its duties under the Share Trust Deed and under this Agreement, and the Issuer, in recognition of the benefits to be provided to it, hereby agrees that such remuneration (together with VAT thereon) shall be paid by it in accordance with the Corporate Services Provider Fee Letter.

## **14. CONFIDENTIALITY**

### **14.1 Confidentiality of information**

The Share Trustee and the Corporate Services Provider each agrees that it shall, and the Corporate Services Provider hereby undertakes to procure that, as applicable, each Director or Secretary and any agent nominated by it pursuant to this Agreement, shall (regardless of whether or not such person shall still be in office) keep confidential and the Share Trustee, the Seller and the Corporate Services Provider shall not, and the Corporate Services Provider hereby undertakes to procure that, as applicable, each Director or Secretary nominated by it, shall not (regardless of whether or not such person shall still be in office) disclose to any person whatsoever any information relating to the business, finances or other matters of a confidential nature of the Seller and any of the Companies which it may have obtained as a result of the execution of this Agreement or of which it may

otherwise have become possessed as a result of its performance of its obligations under this Agreement.

#### **14.2 Disapplication of confidentiality provisions**

The Share Trustee, the Seller and the Corporate Services Provider shall use their best endeavours to prevent any disclosure referred to in **Clause 14.1** provided however that the provisions of **Clause 14.1** shall not apply:

- (a) to the disclosure of any information to any person insofar as such disclosure is expressly permitted by this Agreement;
- (b) to the disclosure of any information already known to the recipient (otherwise than as a result of a breach of **Clause 14.1**);
- (c) to the disclosure of any information with the consent of all the parties hereto;
- (d) to the disclosure of any information which is or becomes public knowledge otherwise than disclosure being made in breach of this **Clause 14** or as a result of the unauthorised or improper conduct of the recipient;
- (e) to the extent that disclosure is required pursuant to any law or order of any court or pursuant to any direction, request or requirement (whether or not having the force of law) of any central bank or any governmental or other regulatory or taxation authority (including, without limitation, any official bank examiners or regulators or Euronext Dublin or the Central Bank);
- (f) to the extent that the Corporate Services Provider needs to disclose any information to any of its employees or agents provided that before any such disclosure the Corporate Services Provider shall make the relevant employees or agents aware of its obligations of confidentiality under this Agreement and shall at all times procure compliance with such obligations by such employees or agents;
- (g) to the disclosure of any information in respect of any of the Companies to the Security Trustee;
- (h) to disclosure on behalf of any of the Companies of any information required by the terms of any Transaction Documents to which any of the Companies is now or becomes a party, to the persons to whom such disclosure is required by the terms of the relevant Transaction Document;
- (i) to the disclosure of any information to professional advisers to, or agents of, the Corporate Services Provider, the Seller or any of the Rating Agencies who receive the same under a duty of confidentiality; or
- (j) to the disclosure of any information disclosed to an Agent or a prospective successor corporate services provider on the basis that the recipient will hold such information confidential upon substantially the same terms as this **Clause 14**.

14.3 The Corporate Services Provider hereby agrees to indemnify and hold harmless the Seller, the Security Trustee and each of the Companies on an after tax basis for all losses, damages, expenses, costs, claims and charges arising from or caused by any disclosure of information by any of the Corporate Services Provider or any agent appointed by it or any director nominated or deemed to be nominated by it or any agent appointed by it, which disclosure is made contrary to the provisions of this **Clause 14**.

14.4 Upon termination of this Agreement pursuant to **Clause 15**, the Share Trustee, the Corporate Services Provider, any of its agents and each person nominated or deemed nominated by the Corporate Services Provider as a director of any of the Companies (regardless of whether or not such a person shall still be in office) shall forthwith deliver (and in the meantime hold on trust for, and to the order of the Seller) to the Seller or as the Seller shall direct, the information described in this **Clause 14** in their possession or under their control howsoever held.

## 15. TERMINATION

15.1 This Agreement shall terminate automatically on the date on which the liquidation or dissolution of the Issuer and/or Holdings has been completed.

15.2 Notwithstanding **Clause 15.1** and subject to **Clause 5** each of the Companies may terminate the appointment of its Directors or any of them at any time in accordance with the provisions set down in its Articles of Association.

15.3 The Corporate Services Provider and the Companies, as the case may be, shall have the right to terminate this Agreement forthwith by giving notice to the other party if:

- (a) such party commits a material breach of any of the terms and/or conditions of this Agreement and fails to remedy the same within thirty days (or such other period as shall be agreed between the parties) of being so required so to do; or
- (b) the Corporate Services Provider gives not less than thirty days written notice to each of the parties to this Agreement.

15.4 The Issuer (with prior written consent of the Security Trustee) and, following delivery of a Note Acceleration Notice, the Security Trustee may terminate the appointment of the Corporate Services Provider on thirty days' written notice to the Corporate Services Provider (with a copy of such notice to the Issuer) provided a substitute Corporate Services Provider has been nominated by the Seller or the Security Trustee and appointed by the Issuer on substantially the same terms as those set out in this Agreement. However, the Issuer may terminate the appointment of the Corporate Services Provider immediately upon giving notice to the Corporate Services Provider (with a copy of such notice to the Servicer) if a default is made by the Corporate Services Provider in the performance or observance of any of its covenants and obligations under this Agreement or an Insolvency Event occurs with respect to the Corporate Services Provider.

15.5 Upon termination of this Agreement pursuant to **Clauses 15.3** or **15.4**, the Corporate Services Provider shall use its best endeavours to ensure the effective transfer of its duties under this Agreement and the transmission of all corporate documents and information in its possession in connection with the Companies to a newly appointed corporate services provider, and shall procure the prompt resignation of any Directors and Secretaries nominated by it pursuant to **Clauses 4.1** or **4.2**. Any termination of this Agreement pursuant to **Clause 15.3** shall not take effect until a successor to the Corporate Services Provider has been nominated by the Seller or the Security Trustee and appointed by the Issuer on substantially the same terms as those set out in this Agreement.

15.6 On the termination of the appointment of the Corporate Services Provider under the provisions of this **Clause 15**, the Corporate Services Provider shall be entitled to receive all fees, expenses and other moneys accrued up to the date of such termination but shall not be entitled to additional amount incurred solely in respect of such termination provided that the termination is caused by reasons imputable to a default made by the Corporate Services Provider.

15.7 Termination of this Agreement shall not affect the accrued rights, remedies, obligations or liabilities of the parties hereto existing at termination.

## **16. ASSIGNMENT**

The Companies may not transfer or assign the benefit of this Agreement other than, in respect of the Issuer, to the Security Trustee by way of security pursuant to the Deed of Charge.

## **17. OBLIGATIONS AS CORPORATE OBLIGATIONS**

### **17.1 No recourse against shareholders and others**

The Companies shall not have recourse against any shareholder, officer, agent, employee or director of the Corporate Services Provider in his capacity as such, by any proceedings or otherwise, in respect of any obligation, covenant, or agreement of the Companies (acting in any capacity whatsoever) contained in this Agreement, any Transaction Document or otherwise.

### **17.2 Corporate obligations**

It is expressly agreed and understood that this Agreement is a corporate obligation of each of the Companies and the Corporate Services Provider.

### **17.3 No personal liability**

No personal liability shall attach to or be incurred by any shareholder, officer, agent, employee or director of the Companies or the Corporate Services Provider in his capacity as such, under or by reason of any of the obligations, covenants or agreements of the Companies and the Corporate Services Provider contained in this Agreement or implied from this Agreement and any and all personal liability of every such shareholder, officer, agent, employee or director for breaches by the Companies or the Corporate Services Provider of any such obligations, covenants or agreements, either at law or by statute or constitution, is hereby expressly waived by the Companies and the Corporate Services Provider as a condition of and consideration for the execution of this Agreement.

## **18. RIGHTS OF THIRD PARTIES**

A person who is not a party to this Agreement has no right under the Contract (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 that Act.

## **19. FURTHER ASSURANCE**

The Companies and the Corporate Services Provider 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.

## **20. VARIATION**

A variation of this Agreement is valid only if it is agreed in writing by or on behalf of each of the parties hereto.

## **21. EXERCISE AND RIGHTS AND REMEDIES**

### **21.1 No waiver**

A failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided in this Agreement or by law prevents further exercise of the rights or remedy or the exercise of another right or remedy.



## 21.2 Rights and remedies cumulative

Except where this Agreement specifically provides otherwise, the rights and remedies contained in this Agreement are cumulative and not exclusive of rights or remedies provided by law.

## 22. NOTICES

### 22.1 Communications in writing

Except as specified contrary in this Agreement, any notice:

- (a) shall be in writing;
- (b) shall be in the English language or accompanied by a translation thereof into English certified (by an officer of the person making or delivering the same) as being a true and accurate translation thereof; and
- (c) shall be delivered personally or sent by first class post (and air mail if overseas) or by fax or email to the party due to receive the notice at its address or fax number and marked for the attention of the person or persons set out in **Clause 22.2** or to another address, or fax number or email address or marked for the attention of another person or persons specified by the receiving party not less than seven days' written notice to the other party to this Agreement received before the notice was dispatched.

### 22.2 Notice details

Notices hereunder shall be sent as follows:

- (a) if to the Issuer, to it at:

Address: Rochester Financing No.3 PLC  
1 Bartholomew Lane, London  
United Kingdom, EC2N 2AX

Tel: 0207 398 6300

Fax: 0207 398 6325

Email: directors-uk@intertrustgroup.com

Attention: The Directors

With copies to: OneSavings Bank Plc  
Reliance House  
Sun Pier  
Chatham  
Kent ME4 4ET

Email: company.secretary@osb.co.uk

Attention: Company Secretary

- (b) if to the Corporate Services Provider, to it at:

Address: Intertrust Management Limited  
1 Bartholomew Lane, London  
United Kingdom, EC2N 2AX

Tel: 0207 398 6300  
Fax: 0207 398 6325  
Email: directors-uk@intertrustgroup.com

Attention: The Directors

(c) if to Holdings, to it at:

Address: Rochester Mortgages Holdings No.3 Limited  
1 Bartholomew Lane, London  
United Kingdom, EC2N 2AX

Tel: 0207 398 6300  
Fax: 0207 398 6325  
Email: directors-uk@intertrustgroup.com

Attention: The Directors

(d) if to the Security Trustee, to it at:

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

Fax: +44 (0)207 365 2577

Attention: Structured Finance Relationship Management

(e) if to the Seller, to it at:

Address: Rochester Mortgages Limited  
Reliance House  
Sun Pier, Chatham  
Kent ME4 4ET

Email: company.secretary@osb.co.uk

Attention: The Company Secretary

(f) if to the Share Trustee, to it at:

Address: Intertrust Corporate Services Limited  
1 Bartholomew Lane, London  
United Kingdom, EC2N 2AX

Tel: 0207 398 6300  
Fax: 0207 398 6325  
Email: directors-uk@intertrustgroup.com

Attention: The Directors

### 22.3 Time of receipt

Unless there is evidence that it was received earlier, a notice marked for the attention of the person or persons specified in accordance with **Clause 22.1** is deemed given:

- (a) if delivered personally, when left at the relevant address referred to in **Clause 22.2**;
- (b) if sent by post, except air mail, two business days after posting it;
- (c) if sent by air mail, seven business days after posting it;
- (d) if sent by fax, on completion of the transmission and confirmation of its transmission has been recorded by the sender's fax machine and such notice shall forthwith be confirmed by post; and
- (e) if sent by email, on receipt by the recipient.

#### **22.4 Business Day**

In **Clause 22.3 business day** means a day other than a Saturday or Sunday or public holiday in either the country from which the notice is sent or in the country to which the notice is sent.

### **23. COVENANTS BY HOLDINGS AND THE CORPORATE SERVICES PROVIDER**

- 23.1 Holdings hereby covenants with the Security Trustee that it shall not sell, charge, exchange, transfer or otherwise deal in the shares which it holds in the Issuer at any time prior to Final Redemption without the prior written consent of the Security Trustee.
- 23.2 Holdings hereby covenants that it does not, and will not, save to the extent permitted by or provided in the Transaction Documents, carry on any other trade or business or any activities or hold shares in any other company other than the shares it holds in the Issuer or hold any other assets.
- 23.3 Holdings hereby covenants that it holds all of the issued share capital in the Issuer and that it will procure that the Issuer does not permit any other person to acquire any shares in the Issuer.
- 23.4 Holdings hereby covenants that it does not, and will not, have a beneficial interest in any of the Notes or the Certificates.
- 23.5 Holdings hereby covenants that it does not create or permit to subsist any encumbrance (unless arising by operation of law) or other security interest whatsoever over any of its assets or undertaking.
- 23.6 Holdings hereby covenants that it does not engage in any activity whatsoever which is not incidental to or necessary in connection with any of the activities of which the Transaction Documents provide.
- 23.7 Holdings hereby covenants that it will not transfer, sell, lend, part with or otherwise dispose of, or deal with, or grant any option or present or future right to acquire any of its assets or undertakings or any interest, estate, right, title or benefit therein.
- 23.8 Holdings hereby covenants that it will not permit any person, other than itself and the Security Trustee, to have any equitable or beneficial interest in any of its assets or undertakings or any interest, estate, right, title or benefit therein.
- 23.9 Holdings hereby covenants that it will not issue any further shares.
- 23.10 Holdings hereby covenants that it will not incur any indebtedness or give any guarantee in respect of any indebtedness or of any other obligation of any person.
- 23.11 Holdings hereby covenants that it will not consolidate or merge with any other person or convey or transfer its properties or assets substantially as an entirety to any other person.

- 23.12 Holdings hereby covenants that it will not permit any of the Transaction Documents to which it is a party to become invalid or ineffective or permit the priority of the security interests created or evidenced thereby or pursuant thereto to be varied or agree to any modification of, or grant any consent, approval, authorisation or waiver pursuant to, or in connection with, any of the Transaction Documents to which it is a party or permit any party to any of the Transaction Documents to which it is a party to be released from its obligations or exercise any right to terminate any of the Transaction Documents to which it is a party.
- 23.13 Holdings hereby covenants that it does not have an interest in any bank account unless such account or interest therein is charged to the Security Trustee on terms acceptable to the Security Trustee.
- 23.14 Holdings hereby covenants that it will not engage in any activities in the United States (directly or through agents), or derive any income from United States sources as determined under United States income tax principles, or hold any property if doing so would cause it to be engaged in a trade or business within the United States as determined under United States income tax principles.

#### **24. COVENANT BY SHARE TRUSTEE**

- 24.1 The Share Trustee hereby covenants that it holds all of the issued share capital of Holdings and that it will procure that Holdings does not permit any other person to acquire any shares in Holdings and no person other than itself as shareholder is or shall be entitled to exercise voting rights pursuant to those shares in Holdings.
- 24.2 The Share Trustee hereby covenants to hold and retain all of Holdings' issued share capital in accordance with the Share Trust Deed.

#### **25. UNDERTAKINGS BY THE COMPANIES**

Each of the Companies hereby undertakes to:

- (a) hold all of its shareholder and board meetings in the United Kingdom;
- (b) ensure all of its directors are and will remain residents in the United Kingdom for United Kingdom tax purposes;
- (c) ensure that it is centrally managed and controlled in the United Kingdom (and not in any other jurisdiction) for United Kingdom tax purposes;
- (d) prepare its accounts in accordance with United Kingdom generally accepted accounting practice; and
- (e) ensure that its functional currency for the purposes of section 17(4) Corporation Tax Act 2010 is and will remain sterling.

#### **26. AUDITORS**

- 26.1 The auditors of each of the Companies will be the same entity as the entity acting as auditor for the Seller from time to time.
- 26.2 The accounting reference date of each of the Companies will be the same as the accounting reference date of the Seller from time to time.

## 27. PERMITTED ENFORCEMENT

- 27.1 Save as permitted by the Deed of Charge, the Seller and the Corporate Services Provider agrees with each of the Companies that it shall not take any steps for the purpose of recovering any sum under or in connection with this Agreement and shall not in any event take any steps to procure the winding-up, administration (including, for the avoidance of doubt, the filing of documents with the court or the service of a notice of intention to appoint an administrator) or liquidation of any of the Companies on any account whatsoever.
- 27.2 The Seller and the Corporate Services Provider hereby acknowledge and agree that all obligations of the Issuer to the Seller or the Corporate Services Provider in respect of amounts owing to the Seller or the Corporate Services Provider pursuant to this Agreement are subject to the terms of **Clause 23.2** of the Deed of Charge and, that until two years and one day has elapsed since the last day on which the Issuer has discharged all of its obligations in respect of the Notes and the Certificates, all amounts otherwise owed by the Companies other than the Issuer will be deferred.

## 28. THE SECURITY TRUSTEE

- 28.1 Subject to the following, the Security Trustee has agreed to become a party to this Agreement for the purpose of taking the benefit of contractual provisions expressed to be given in its favour enabling better preservation and enforcement of its rights under this Agreement and the Deed of Charge and for administrative ease associated with matters where its consent is required. The Security Trustee shall not assume any liabilities or obligations under this Agreement.
- 28.2 All the provisions of the Deed of Charge and the Trust Deed relating to the exercise by the Security Trustee of its powers, trusts, authorities, duties, rights and discretions shall apply, *mutatis mutandis*, to the discharge by the Security Trustee of its powers, trusts, authorities, duties, rights and discretions under this Agreement.

## 29. PARTIAL INVALIDITY

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

## 30. FORCE MAJEURE

- 30.1 If either party is prevented, hindered or delayed from or in performing any of its obligations under this Agreement by a Force Majeure Event then:
- (a) that party's obligations under this Agreement shall be suspended for so long as the Force Majeure Event continues and to the extent that that party is so prevented, hindered or delayed;
  - (b) as soon as reasonably possible after commencement of the Force Majeure Event that party shall notify the other party in writing of the occurrence of the Force Majeure Event, the date of commencement of the Force Majeure Event and the effects of the Force Majeure Event on its ability to perform its obligations under this Agreement;
  - (c) if that party fails to give the notice referred to in **Clause 30.1(b)** it shall forfeit its rights under **Clause 30.1(a)**;
  - (d) that party shall use all reasonable efforts to mitigate the effects of the Force Majeure Event upon the performance of its obligations under this Agreement; and

- (e) as soon as reasonably possible after the cessation of the Force Majeure Event that party shall notify the other party in writing of the cessation of the Force Majeure Event and shall resume performance of its obligations under this Agreement.

30.2 If the Force Majeure Event continues for more than six months after the commencement of the Force Majeure Event either party may terminate this Agreement by giving not less than thirty days' notice in writing to the other party and, in such circumstances, the provisions of **Clause 15.5** shall not be effective.

### 31. NO RESTRICTIONS

Nothing in this Agreement shall limit or restrict the right of any director, officer or employee of the Corporate Services Provider or any director, officer, employee or partner of any of its subsidiaries or its affiliates to engage in any other business or to devote his time and attention to the management or other aspects of any other business, whether of a similar or dissimilar nature, nor to limit or restrict the right of the Corporate Services Provider or of any of its subsidiaries or affiliates to engage in any other business or to render services of any kind to any other corporation, firm, individual or association.

### 32. COUNTERPARTS

This Agreement may be executed in number of counterparts, all of which taken together shall constitute one and the same instrument.

### 33. DATA PROTECTION

33.1 For the purposes of performing the services provided in **Clause 7** and to comply with statutory requirements, the Corporate Services Provider may from time to time collect, compile, keep and process Personal Data, to the extent permitted under applicable law. The Corporate Services Provider shall collect such Personal Data in conformity with the privacy notice available at <https://www.intertrustgroup.com/site-services/legal/data-protection-and-privacy> or such other freely accessible website as the Corporate Services Provider may from time to time notify to the Companies (the **Intertrust Privacy Notice**). Where and to the extent the Corporate Services Provider processes Personal Data of which either of the Companies is controller, it shall process such Personal Data in accordance with the Intertrust Data Processing Protocol available at <https://www.intertrustgroup.com/site-services/legal/data-protection-and-privacy> or such other freely accessible website as the Corporate Services Provider may from time to time notify to the Companies (the **Intertrust Data Processing Protocol**). The Companies agree to such data processing in accordance with the Intertrust Data Processing Protocol. The Companies explicitly agree that the above-mentioned Intertrust Data Processing Protocol forms an integral part of this Agreement.

33.2 The Companies acknowledge that the Personal Data provided to the Corporate Services Provider may be processed in a (the) data processing system(s) controlled by the Corporate Services Provider which has the aim to enable the Corporate Services Provider to provide the services provided in **Clause 7** and to comply with its professional obligations. The Companies acknowledge and authorise the Corporate Services Provider to share and disclose Personal Data, by any communication means including emails or any electronic means, in accordance with the terms of this **Clause 33**.

33.3 The parties agree that, to the extent permitted under applicable law, the Corporate Services Provider is authorised to keep all agreements, documents, books and records relating to the Companies on its behalf and on behalf of the Companies in digital form and is not obliged to keep hard copies thereof.

- 33.4 (a) The Companies acknowledge that the Corporate Services Provider's IT infrastructure is partially outsourced and relies on a cloud computing infrastructure that may be hosted by a cloud provider located outside the EEA. If such location is in a country that does not require an equivalent level of protection of the Companies' Personal Data as the EEA, the Corporate Services Provider shall ensure that additional safeguards will be put in place.
- (b) Encrypted Personal Data related to the Companies may be processed (but not accessed) by the Corporate Services Provider's external cloud provider for the purposes as described in **Clause 33.1**. The Companies hereby consent to such processing and outsourcing.

#### **34. 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 the laws of England.

#### **35. JURISDICTION**

##### **35.1 English courts**

The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement, including a dispute regarding the existence, validity or termination of this Agreement or the consequences of its nullity and including a dispute relating to any non-contractual obligations arising out of or relating to this Agreement.

##### **35.2 Convenient Forum**

The Companies and the Corporate Services Provider agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

##### **35.3 Service of process**

The parties hereto agree that the documents which start any suit, action or proceedings and any other documents required to be served in relation to such suit, action or proceedings may be served on it by being delivered to its address for notices specified in **Clause 22.2**.

#### **36. EXECUTION**

The parties have executed this Agreement on the date stated at the beginning of this Agreement.

## SCHEDULE 1

### COMPANY ADMINISTRATION SERVICES

During the continuance of this Agreement, the Corporate Services Provider shall provide or procure the Company Administration Services as below.

1. To provide a Company Secretary for each of the Companies.
2. To provide three Directors for each of the Companies (one of whom is to be a natural director in accordance with section 155 of the Companies Act).
3. To provide a registered and administrative office for each of the Companies (which shall initially be located at 1 Bartholomew Lane, London, United Kingdom, EC2N 2AX) including the supply of stationery and the use of facsimile transmission, telephone, e mail and postal facilities.
4. To maintain all statutory books that companies are required to maintain under the Companies Act.
5. To perform all obligations incumbent on the directors or secretary of a company under the Companies Act.
6. To maintain the registers of members, directors and company secretary for each of the Companies and make such registers available for inspection or supply copies of such registers in accordance with the Articles and applicable English law.
7. In respect of each of the Companies, to prepare, maintaining and keep up to date the register of people with significant control (the **PSC register**) and comply with the filing requirements applicable to the PSC register in accordance with the requirements of the Companies Act and any applicable laws, rules or regulations.
8. To issue share certificates and effect share transfers and filings (insofar as the Board of Directors have approved, signed and delivered the same and monies in respect of applicable fees are made available), for each of the Companies;
9. To keep for each of the Companies' statutory books of account for and on behalf of each of the Companies as required by applicable English law and make such statutory books of account available for inspection or supply copies thereof, in accordance with the Articles and as required by applicable English law.
10. To convene two meetings of each of the Companies in each calendar year (the annual members' meeting and the annual meeting of the Board of Directors) and to provide facilities for holding such meetings and preparing and keeping written minutes of such meetings.
11. To prepare and forward to the members, all statements and notices which the Board of Directors is required to issue, send or serve in accordance with the Articles and applicable English law.
12. To accept service of process in England and any other documents or notices to be served on each of the Companies in England.
13. To make prompt notification in writing to each of the Companies and the Security Trustee of any legal proceedings initiated against each of the Companies of which the Corporate Services Provider becomes aware.



14. To arrange on or around the original Closing Date for the execution by the Directors and/or Company Secretary of the Transaction Documents to which the Issuer is a party and any documentation required to be entered into by either of the Companies pursuant to the Transaction Documents either of the Companies is a party.
15. To communicate with the Board of Directors as necessary and, in particular, in respect of each of the Companies, to forward to the Board of Directors, copies of all notices received by each of the Companies pursuant to the Transaction Documents.
16. To use its reasonable efforts to cause each of the Companies (to the extent that each of the Companies has sufficient funds and other resources and is otherwise able to do so) to comply with its obligations under any Transaction Document by which each of the Companies is bound.
17. To permit the Board of Directors and/or the Share Trustee and/or the Security Trustee (each acting within its rights under the Transaction Documents, and including any of its employees, agents or representatives) to inspect any of the corporate books and financial records of the Issuer, to examine and make copies of the books of accounts and other financial records of the Issuer and of any records with regard to the Company Administration Services under this Agreement and to discuss the affairs, finances and accounts of the Issuer with the Board or the Issuer and with the Share Trustee and/or the Security Trustee at such reasonable time and intervals as they may designate.
18. To provide to the auditors of the Issuer, subject to all applicable laws (including duties of confidentiality) all information and access to books and records as such auditors may reasonably require for the purpose of auditing the annual accounts of the Issuer.
19. To deliver, as and when requested by the Board of Directors and/or by the Share Trustee and/or the Security Trustee (each acting within its rights), all documents as they may reasonably require in relation to the Company Administration Services under this Agreement.
20. To keep any records (in electronic format only) necessary for the purposes of all Taxation, including, without limitation, VAT.
21. To act at all times in accordance with all reasonable and proper directions, orders and instructions given to it in writing or in board meetings by the Board of Directors.
22. To obtain and maintain any required legal entity identifier.
23. To perform a full review of the documentation for the issue of the Notes and Certificates and attendance by any of its nominated directors at all meetings on or prior to the Closing Date relating to such Notes and Certificates.

## SCHEDULE 2

### ADDITIONAL SERVICES

During the continuance of this Agreement, the Corporate Services Provider may provide or procure such other services (each an **Additional Service**) to each of the Companies, at an additional cost to the Issuer, as may be agreed upon from time to time between the Corporate Services Provider and the Issuer. Such other services may include but are not limited to the following:

1. To obtain legal, financial, accounting and/or taxation advice from each of the Companies' professional advisers and act thereon where considered reasonably appropriate;
2. To give, at the reasonable request of the Board of Directors, any directions and information to any providers of services (such as auditors, accountants, financial or management advisers or attorneys) or other agents appointed by the Board of Directors;
3. To communicate and liaise as necessary with the transaction parties and (if applicable) the relevant stock exchange with respect to the provision to the Noteholders of such information and documentation as is required to be provided by each of the Companies under the Transaction Documents to which each of the Companies is a party;
4. To convene any meetings of the Issuer in addition to those outlined in Schedule 1 (Company Administration Services), including the provision of facilities for holding such meetings and the preparation and keeping of written minutes of such meetings;
5. To prepare, sign and deliver to the relevant person(s), upon completion of prudent due diligence investigations initiated by the Corporate Services Provider, as and when requested or required pursuant to the terms of any Transaction Document any certificate(s) of compliance or no default, in accordance with the Transaction Documents;
6. To sign and deliver to the relevant person(s), as and when requested or required pursuant to the terms of any Transaction Document, any further documents or notices in accordance with the Transaction Documents;
7. To arrange for the establishment of bank accounts in the name of the Issuer after the Closing Date as are required, and monitoring any bank accounts of the Issuer as required;
8. To perform any services for each of the Companies as required under the Transaction Documents, including but not restricted to generating, confirming and sending instructions for payments to and from the bank accounts of the Issuer;
9. To perform any statutory accounts services described in Schedule 3 (Financial Services).
10. To prepare any additional financial statements of the Issuer and/or Holdings in addition to the annual statutory Financial Statements described in Schedule 3 (Financial Services).
11. To keep records for the Issuer and Holdings for tax purposes, including for the purposes of VAT.
12. To register the Issuer for VAT if it is required to be so registered and to perform any VAT compliance services including the preparation and submission of any VAT returns.
13. To perform any Corporation Tax Compliance services described in Schedule 3 (Financial Services) in excess of 10 hours work per annum.

14. To provide any services to the Share Trustee as required by the Share Trustee to meet its obligations under the Share Trust Deed, including any statutory obligations.
15. To register the Issuer and Holdings for U.S. Foreign Tax Compliance rules (**FATCA**) if they are required to be so registered and use reasonable endeavours to assist each of the Companies to comply with its obligations (if any) under FATCA.
16. To use reasonable endeavours to assist the Issuer to comply with any requirements which apply to it under Regulation (EU) 648/2012 (the **European Market Infrastructure Regulation** or **EMIR**).
17. To register the Issuer as a "Financial Vehicle Corporation" if it is required to be so registered, within the meaning of Regulation (EC) No. 24/2009 of the European Central Bank of 19 December 2008 (the **FVC Regulation**) or such similar regulation and use reasonable endeavours to assist the Issuer to comply with the Issuer's obligations (if any) under the FVC Regulation and file any such reports with the relevant authorities.
18. To perform any other services that are required in order for each of the Companies to comply with new or amended regulations or statutory requirements not in existence at the date hereof.
19. To provide such other services as agreed between each of the Companies and the Corporate Services Provider from time to time or that the Corporate Services Provider deems necessary in order to comply with the Transaction Documents, regulatory and/or statutory obligations of each of the Companies.
20. Execution and delivery of the annual compliance certificate required by clause 17(g) of the Trust Deed.
21. To prepare and/or file such reports as may be necessary to enable the Issuer and/or Holdings (as applicable) to comply with: (1) the automatic exchange of information regime to be implemented under Council Directive 2011/16/EU on Administrative Cooperation in the field of Taxation (as the same may be amended from time to time), and (2) any legislation or voluntary agreement implementing the Common Reporting Standard released by the Organisation for Economic Co-operation and Development in July 2014 (as the same may be amended from time to time).
22. To ensure that any relevant notification, application, authorisation, permission, registration, consent or licence under the Data Protection Laws, CCA or FSMA in respect of the Issuer remains current and up to date.
23. If either Company is (i) a "reporting financial institution" as that term is defined in any regulations made under section 222 of the Finance Act 2013 (the **Reporting Regulations**) or (ii) required to report information to any tax authority under any legislation or regulations implementing any present or future international arrangements of a similar nature for the exchange of financial information between jurisdictions, to carry out all such activities on behalf of that Company as are reasonably required in order for such entity to comply with any such requirements applicable to it from time to time, including, without limitation, any identification, due diligence and/or reporting obligations and any ancillary activities.

### SCHEDULE 3

#### FINANCIAL SERVICES

During the continuance of this Agreement, the Corporate Services Provider shall provide or procure the Financial Services as below.

1. To agree and set up a chart of accounts for the Issuer and Holdings, assess management and shareholder needs, agree on format and layout of reporting output and attend related meetings (**Financial Set-Up Services**).
2. To complete the postings to the nominal ledgers of the Issuer and Holdings on a quarterly basis (**Bookkeeping**).
3. To perform bank reconciliations and any other control checks necessary to confirm the accuracy of the figures in the general ledger.
4. To prepare draft annual statutory financial statements of the Issuer, for the period from the date of incorporation to 31 December 2021 and for subsequent years, in the form required by the Companies Act, standard UK accounting practice and financial reporting standards (the **Issuer Financial Statements**), for the approval of the Directors, based on information supplied to the Corporate Services Provider, including but not limited to the market price of the Notes and the underlying valuation techniques as at the financial year end reporting date.
5. To prepare draft non-audited, non-consolidated financial statements of Holdings for the period from the date of incorporation to 31 December 2021 and for subsequent years, in the form required by the Companies Act, standard UK accounting practice and financial reporting standards, for the approval of the Directors, based on information supplied to the Corporate Services Provider (the **Holdings Financial Statements**) and together with the Issuer Financial Statements, (the **Financial Statements**).
6. To discuss the Financial Statements with the Directors, the auditors of the Issuer and Holdings and other relevant parties as requested.
7. To supply the Issuer and Holdings with as many copies of the final Financial Statements as requested.
8. To provide support to the statutory audit of the Issuer Financial Statements and audit packages, in a format to be agreed with the statutory auditors, in relation to the annual audit of the Issuer Financial Statements (**Liaison with Auditors**) including preparation of year-end work papers.
9. To provide or procure all aspects of corporation tax registration of the Issuer and Holdings, including liaison with the relevant authorities and responding to queries raised (**Corporation Tax Registration**).
10. To prepare, from information supplied, the Issuer and Holdings' corporation tax returns (the **Tax Return**) and supporting computations for the Issuer and Holdings' first financial period ending 31 December 2021 and for subsequent years, for approval and signature by the Issuer and Holdings (**Corporation Tax Compliance**).
11. To provide iXBRL tagging of the Financial Statements as required under UK tax regulations.

**SIGNATORIES**

**Corporate Services Provider**

**SIGNED** for and on behalf of  
**INTERTRUST MANAGEMENT LIMITED**  
acting by its authorised signatory

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**Share Trustee**

**SIGNED** for and on behalf of  
**INTERTRUST CORPORATE SERVICES LIMITED**  
acting by its authorised signatory

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**Holdings**

**SIGNED** by  
**ROCHESTER MORTGAGES HOLDINGS NO.3 LIMITED**  
per pro Intertrust Directors 1 Limited, as Director

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**Issuer**

**SIGNED** by )  
**ROCHESTER FINANCING NO.3 PLC** )  
per pro Intertrust Directors 1 Limited, as Director )



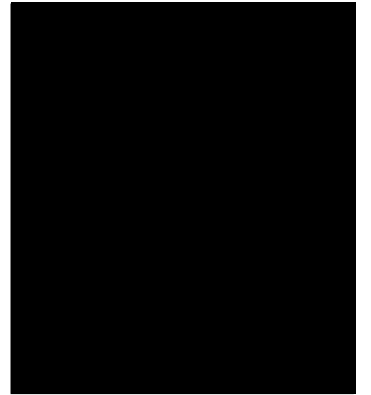
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**Seller**

**SIGNED by**  
**ROCHESTER MORTGAGES LIMITED**  
acting by its Director

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**Security Trustee**

**SIGNED** for and on behalf of  
**U.S. BANK TRUSTEES LIMITED**  
acting by its authorised signatory

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