EXECUTION VERSION

AMENDMENT AGREEMENT

DATED 9 JULY 2021

ONESAVINGS BANK PLC as Servicer and Seller

and

CANTERBURY FINANCE NO.3 PLC as Issuer

and

CITICORP TRUSTEE COMPANY LIMITED as Security Trustee

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THIS AMENDMENT AGREEMENT (this Amendment Agreement) is dated 9 July 2021

BETWEEN:

- (1) **ONESAVINGS BANK PLC** (company number 07312896), a company incorporated under the laws of England and Wales, whose registered office is at Reliance House, Sun Pier, Chatham, Kent, ME4 4ET (the **Servicer** and **Seller**);
- (2) **CANTERBURY FINANCE NO.3 PLC** (registered number 12659114), 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 **Issuer**)
- (3) **CITICORP TRUSTEE COMPANY LIMITED**, (registered number 235914), a company incorporated under the laws of England and Wales whose registered office is at Citigroup Centre, Canada Square, Canary Wharf, London, E14 5LB (acting in its capacity as **Security Trustee**).

(together the Parties and individually a Party).

BACKGROUND:

The Parties hereto wish to amend the Mortgage Sale Agreement in accordance with this Amendment Agreement.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions and construction

- (a) The master definitions and construction schedule made between, amongst others, the parties hereto on or about 4 September 2020 (as the same may be amended, varied or supplemented from time to time with the consent of the parties thereto, the **Master Definitions and Construction Schedule**) is expressly and specifically incorporated into this Amendment 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 Amendment Agreement, including the Recitals hereto and this Amendment Agreement shall be construed in accordance with the interpretation provisions set out in Clause 2 (Interpretation and Construction) of the Master Definitions and Construction Schedule.
- (b) A party may satisfy an obligation to provide a list of the Loans and their Related Security by providing it in a document stored upon electronic or digital media (including, but not limited to, a CD) or by providing the document by email in a format acceptable to the Issuer, the Seller and the Security Trustee (each acting reasonably).
- (c) In this Amendment Agreement:

Effective Date means the date on which this Amendment Agreement has been signed and countersigned by all parties to it.

2. MORTGAGE SALE AGREEMENT

On and from the Effective Date:

(a) a new Clause 8.21 (Warranties and Repurchase by the Seller) shall be inserted as follows:

"The Seller hereby agrees to repurchase and the Issuer hereby agrees to sell to the Seller all its right, title, interest and benefit (both present and future) in the loans detailed in Schedule 9 (the **Retention Portfolio Loans**). The Issuer shall serve on the Seller a Loan Repurchase Notice on or about 9 July 2021 and the repurchase shall be effected in accordance with Clauses 8.11 and 8.12 of this Agreement.";

(b) paragraph 3 in Schedule 4 (Loan Repurchase Notice) shall be amended to read as follows:

"In accordance with Clauses [8.6, 8.8, 8.10 and 8.12]/[8.12 and 8.13]/[8.21, 8.11 and 8.12] of the Principal Agreement, upon receipt of this Loan Repurchase Notice by the Seller there shall exist between the Seller and the Issuer an agreement (the **Agreement for Sale**) for the sale by the Issuer to the Seller of the Loans and their Related Security more particularly described in the Schedule hereto. Completion of such sale shall take place on []."; and

(c) a new Schedule 9 (Retention Portfolio Loans) shall be inserted as set out in Schedule 1 (Retention Portfolio Loans) to this Amendment Agreement.

3. MISCELLANEOUS

Except to the extent expressly provided otherwise in this Amendment Agreement, the Mortgage Sale Agreement remains in full force and effect.

4. COUNTERPARTS

This Amendment Agreement may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this Amendment Agreement.

5. GOVERNING LAW

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

IN WITNESS WHEREOF the parties hereto have executed and delivered this Amendment Agreement as a deed on the day and year first before written.

EXECUTED and DELIVERED as a DEED by ONESAVINGS BANK PLC)	
)	
as Servicer and Seller		
acting by its attorney)	
in the presence of this witness)	
)	
Witness Signature:)	
)	
Full Name:)	
)	
Address:)	

EXECUTED and DELIVERED as a DEED by)
CANTERBURY FINANCE NO.3 PLC)
as Issuer)
acting by two Directors)
)
per pro CSC Directors (No. 1) Limited)
)
and)
)
per pro CSC Directors (No. 2) Limited)

In the presence of:

Witness signature:

Full name: Elena Scaglione

Address:

10th Floor, 5 Churchill Place London E14 5HU United Kingdom

EXECUTED and **DELIVERED** as a **DEED** by **CITICORP TRUSTEE COMPANY LIMITED**

in its role as Security Trustee acting by an attorney

In the presence of:

Witness signature:

Full name:

VANETUA EVANU

Address:

Citi Citigroup Centre 25 Canada Square Canary Wharf London E14 5LB



Cristina Volc Attorney

SCHEDULE 1

RETENTION PORTFOLIO LOANS

To be included on electronic or digital media