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**EXECUTION VERSION**

**DEED POLL (MAJORITY HOLDER OPTION)**

**15 JUNE 2021**

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

**and**

**ROCHESTER MORTGAGES LIMITED**  
as the **Legal Title Holder**

**In relation to 1,000,000 Class R Certificates issued on 15 June 2021**

**ALLEN & OVERY**

**Allen & Overy LLP**

0102719-0000018 UKO2: 2002535997.12

**THIS DEED POLL** is made on 15 June 2021, by:

- (1) **ROCHESTER FINANCING NO.3 PLC** (registered number 13365012), a public limited company incorporated in England and Wales with its registered address at 1 Bartholomew Lane, London, England, EC2N 2AX (the **Issuer**); and
- (2) **ROCHESTER MORTGAGES LIMITED** (registered number 09928431), a private limited company incorporated under the laws of England and Wales whose registered address is at Reliance House, Sun Pier, Chatham, Kent ME4 4ET (in its capacity as the **Legal Title Holder**).

in favour of Class R Certificateholders from time to time.

**WHEREAS:**

- (A) On the Closing Date the Issuer will issue the Notes and the Certificates.
- (B) The Issuer intends to grant to the Majority Holder an option to require the Issuer to sell to the Majority Holder or its nominee the legal (if applicable) and beneficial title to all Loans and their Related Security in the Portfolio (the **Majority Holder Option Loans**).

**NOW THIS DEED WITNESSETH AS FOLLOWS** and is made by way of deed poll:

**1. DEFINITIONS**

The master definitions and construction schedule signed by, amongst others, the Issuer and dated on or about the Closing Date (as the same may be amended, varied or supplemented from time to time) (the **Master Definitions and Construction Schedule**) is expressly and specifically incorporated into this Deed 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 Deed, including the Recitals hereto and this Deed shall be construed in accordance with the interpretation provisions set out in Clause 2 of the Master Definitions and Construction Schedule.

**2. MAJORITY HOLDER OPTION**

The Issuer hereby grants the Majority Holder the right to require the Issuer, in accordance with Clause 3 below, to: (i) sell and transfer the beneficial title to and interest to the Majority Holder Option Loans to the Majority Holder or its nominee as specified as such in the Majority Holder Option Exercise Notice; (ii) transfer to the Majority Holder the right to have legal title to the Majority Holder Option Loans transferred to it; (iii) (except where, with the prior written consent of the Legal Title Holder, the legal title to the Majority Holder Option Loans shall remain vested in the Legal Title Holder) direct that the Legal Title Holder transfers legal title to the Majority Holder Option Loans to the Majority Holder or its nominee specified as such in the Majority Holder Option Exercise Notice; and (iv) serve all relevant notices and take all steps (including entering into all documentation, including without limitation all assignments, deeds of assumption and resignation, transfers and declarations of trust and carrying out requisite registrations and recordings) in order to vest (if applicable) the legal title in the Majority Holder Option Loans in the Majority Holder or its nominee, in each case subject to the terms and conditions set out in this Deed Poll (the **Majority Holder Option**).

For the avoidance of doubt, if the Majority Holder Option is exercised, all of the paragraphs (i) to (iv) (inclusive) must be effected and the Majority Holder will not be entitled to elect that some only

of paragraphs (i) to (iv) (inclusive) are effected. In particular, an exercise of the Majority Holder Option must result in legal title in the Majority Holder Option Loans being transferred to the Majority Holder or its nominee (except where, with the prior written consent of the Legal Title Holder, the legal title to the Majority Holder Option Loans shall remain vested in the Legal Title Holder).

### 3. EXERCISE OF MAJORITY HOLDER OPTION

3.1 The Majority Holder Option may be exercised in whole (but not in part) at any time in order to effect an early redemption of the Notes pursuant to Condition 7.4 (*Mandatory Redemption in full following exercise of the Majority Holder Option*):

- (a) on the Step-Up Date or any Interest Payment Date following the Step-Up Date;
- (b) on any Interest Payment Date on which the aggregate Principal Amount Outstanding of all of the Notes (other than the Class X Notes and the Class R Notes) (as of the immediately preceding Calculation Date) is less than or equal to 20 per cent. of the aggregate Principal Amount Outstanding of all of the Notes (other than the Class X Notes and the Class R Notes) on the Closing Date; or
- (c) on the Interest Payment Date following the date on which the Retention Holder has exercised the Retention Holder Option, provided that the Majority Holder has exercised the Majority Holder Option during the 20 Business Day period commencing on the date on which the Majority Holder receives a notice from the Issuer that the Retention Holder has exercised the Retention Holder Option,

in each case, by notice (substantially in the form set out in Schedule 1) from the Majority Holder to the Issuer, with a copy to the Cash Manager, the Note Trustee, the Security Trustee, the Seller, the Legal Title Holder and each of the Rating Agencies, (such notice, a **Majority Holder Option Exercise Notice**) confirming that the Majority Holder wishes to exercise the Majority Holder Option.

3.2 The Majority Holder Option Exercise Notice shall:

- (a) specify the date on which the sale and transfer of the legal title (if applicable) and beneficial title to the Majority Holder Option Loans shall take effect, such date to be on a Business Day no more than 5 Business Days prior to the relevant Early Redemption Date (the **Portfolio Sale Completion Date**) and the Early Redemption Date on which the Notes shall be redeemed in accordance with Condition 7.4 (*Mandatory Redemption in full following exercise of the Majority Holder Option*);
- (b) specify the legal title purchaser(s) (if applicable) and the beneficial title purchaser(s), which parties shall (alone or together) be the purchaser of the whole legal title to the Majority Holder Option Loans (if applicable) and the whole beneficial title to the Majority Holder Option Loans (provided that in each case, for the avoidance of doubt, no person may be specified as such unless it satisfies the conditions set out in Clause 3.17); and
- (c) request that the Issuer (with the assistance of the Cash Manager) confirms the Majority Holder Option Purchase Price payable on the Portfolio Sale Completion Date.

3.3 To the extent that the Majority Holder Option Exercise Notice nominates more than one legal title purchaser and/or beneficial title purchaser to acquire the whole beneficial title and/or the whole legal title to the Majority Holder Option Loans, the Majority Holder Option Exercise Notice shall:

- (a) specify the relative proportions of the whole beneficial title and/or the whole legal title to the Majority Holder Option Loans which each such party shall acquire; and
  - (b) be signed by each legal title purchaser and/or beneficial title purchaser.
- 3.4 If the Majority Holder Option Exercise Notice specifies more than one beneficial title purchaser and/or legal title purchaser, then each beneficial title purchaser and, if applicable, legal title purchaser shall be severally (but not jointly) liable to pay the relevant portion of the Majority Holder Option Purchase Price.
- 3.5 Notwithstanding Clause 3.4, the Issuer shall not be required to sell any of the Majority Holder Option Loans unless it receives the full amount of the Majority Holder Option Purchase Price.
- 3.6 The Issuer shall notify the Noteholders and the Certificateholders of the receipt of a Majority Holder Option Exercise Notice as soon as reasonably practicable following its receipt.
- 3.7 For the avoidance of any doubt, the exercise of the Majority Holder Option is conditional on a transfer of the legal title to the Majority Holder Option Loans from the Legal Title Holder to the Majority Holder or its nominee (except where, with the prior written consent of the Legal Title Holder, the legal title to the Majority Holder Option Loans shall remain vested in the Legal Title Holder).
- 3.8 Subject to Clause 3.7, within 2 Business Days upon receipt by the Issuer of the Majority Holder Option Exercise Notice, the Issuer and the Legal Title Holder shall serve on the Majority Holder (acting in respect of itself and, where applicable, each other purchaser), a notice (substantially in the form set out in Schedule 2) (the **Counter Notice**) confirming:
  - (a) the Portfolio Sale Completion Date specified in the Majority Holder Option Exercise Notice; and
  - (b) (with the assistance of the Cash Manager) the Majority Holder Option Purchase Price payable on the Portfolio Sale Completion Date.
- 3.9 The Majority Holder, acting on behalf of itself and each beneficial title purchaser and/or legal title purchaser (as applicable), shall confirm whether it wishes the Issuer to proceed with the sale of the whole beneficial title and, if applicable, the whole legal title to the Majority Holder Option Loans within one Business Day of receipt of the Counter Notice by serving a notice (substantially in the form set out in Schedule 3) (the **Acceptance Notice**).
- 3.10 If no Acceptance Notice is served within the period referred to in Clause 3.9 above, then the Majority Holder Option Exercise Notice shall be of no further effect (and the Majority Holder shall immediately notify the Issuer with a copy to the Cash Manager, the Note Trustee, the Security Trustee, the Seller, the Legal Title Holder and each of the Rating Agencies, such notification to be in writing), and the Majority Holder shall be entitled to serve a new Majority Holder Option Exercise Notice subject to and in accordance with the terms of this Deed Poll.
- 3.11 There is no limit on the number of Majority Holder Option Exercise Notices that can be served by the Majority Holder under this Deed Poll.
- 3.12 To the extent that the Majority Holder confirms in the Acceptance Notice that it wishes the Issuer to proceed with the sale contemplated in the Majority Holder Option Exercise Notice, the Majority Holder and/or the potential purchaser(s) shall purchase the whole beneficial title and, if applicable,

the whole legal title to the Majority Holder Option Loans for the Majority Holder Option Purchase Price and upon the terms set out in the Counter Notice and this Deed Poll.

- 3.13 The Issuer, the Legal Title Holder and the parties specified in the Majority Holder Option Exercise Notice shall enter into a binding agreement in accordance with the Law of Property (Miscellaneous Provisions) Act 1989 if required to do so by the Majority Holder in order to give effect to the sale referred to in this Clause 3.
- 3.14 After receipt by the Issuer of an Acceptance Notice duly executed by the Majority Holder, the Issuer and the Legal Title Holder will (subject to the terms of this Deed) take any and all steps necessary to effect the sale and transfer of the whole beneficial title and, if applicable, the whole legal title to the Majority Holder Option Loans to the Majority Holder and/or the potential purchaser(s) as set out in Clause 3.1 above.
- 3.15 Following delivery of the Acceptance Notice, the Majority Holder or its nominee will be required to deposit the full amount of the Majority Holder Option Purchase Price in the Deposit Account no later than the Portfolio Sale Completion Date, pending completion of transfer of the beneficial title to the Majority Holder Option Loans.
- 3.16 The Majority Holder Option Purchase Price shall be determined by the Cash Manager no later than 2 Business Days prior to the Portfolio Sale Completion Date.
- 3.17 It shall be a condition of the exercise of the Majority Holder Option by the Majority Holder under this Deed that either (i) each of the purchasers of the legal (if applicable) and beneficial title in the Majority Holder Option Loans as specified in the Majority Holder Option Exercise Notice being purchased is resident for tax purposes in the United Kingdom; or (ii) each of the Issuer, the Legal Title Holder and OSB (acting reasonably) having received tax advice from an appropriately qualified and experienced United Kingdom tax adviser in the form and substance satisfactory to it, or such other comfort as may reasonably be required by it (including, without limitation, any clearance or other confirmation granted by HM Revenue and Customs), is satisfied that the sale of legal (if applicable) and beneficial title in the Majority Holder Option Loans will not expose the Issuer, the Legal Title Holder or OSB to a risk of loss in consequence of United Kingdom income tax being required to be withheld from amounts paid in respect of the Loans. The costs relating to such tax advice shall be borne by the purchasers of the Majority Holder Option Loans.

#### **4. SALE AND COMPLETION**

- 4.1 On the Portfolio Sale Completion Date, the Majority Holder Option Purchase Price shall, if it has not already been so deposited pursuant to Clause 3.15, be deposited in the Deposit Account, the Majority Holder (or the purchaser(s) named in the Majority Holder Option Exercise Notice) shall purchase and (a) the Issuer shall sell with limited title guarantee, or (in relation to any Scottish Loans and their Related Security comprised in the Majority Holder Option Loans) with fact and deed warrandice, the whole beneficial title in the Majority Holder Option Loans in consideration of the Majority Holder Option Purchase Price; and (b) (if applicable) the Legal Title Holder shall sell with limited title guarantee (or, in relation to any Scottish Loans and their Related Security comprised in the Majority Holder Option Loans, with fact and deed warrandice) the whole legal title in the Majority Holder Option Loans, in each case to the purchasers named in the Acceptance Notice.
- 4.2 On completion of the sale referred to in Clause 4.1 the Issuer shall deliver to the Majority Holder or as the Majority Holder may direct in respect of all the Majority Holder Option Loans to be purchased by the Majority Holder and/or the potential purchaser(s):
  - (a) the Mortgage Records; and

(b) the Title Deeds.

- 4.3 The Legal Title Holder shall, where applicable, at the cost of the purchasers named in the Acceptance Notice, serve all notices required in order to effectively vest the whole legal title in the purchasers named in the Acceptance Notice.
- 4.4 On completion of the sale referred to in Clause 4.1, the Legal Title Holder and the Issuer shall, where applicable, at the cost of the purchasers named in the Acceptance Notice, execute and deliver all such deeds and documents (including, without limitation, all assignments, deeds of assumption and resignation, transfers and declarations of trust) as may be required in order to effect the transfer of beneficial and (where applicable) legal title to any Scottish Loans and their Related Security comprised in the Majority Holder Option Loans to the purchasers named in the Acceptance Notice.
- 4.5 If at any time after completion the Issuer or any person acting as its agent or on its behalf holds, or there is held to its order, or there is received to its order, any property, interest, right or benefit and/or the proceeds thereof in relation to the Majority Holder Option Loans acquired by the Majority Holder and/or the potential purchaser(s) named in the Majority Holder Option Exercise Notice, the Issuer will, as soon as reasonably practicable, remit, assign or transfer, as the case may require, the same to the potential purchaser(s) and/or the Majority Holder (or as it may direct) and until such remittance, assignment or transfer is completed will hold that property, interest, right or benefit and/or the proceeds thereof upon trust for the Majority Holder and/or the potential purchaser(s) as the absolute beneficial owner thereof or as the Majority Holder may otherwise direct.
- 4.6 The Majority Holder Option Purchase Price will, on the relevant Early Redemption Date, be applied in accordance with the Post-Acceleration Priority of Payments to redeem the Notes (other than the Class R Notes, which will be redeemed from amounts, if any, standing to the credit of the Warranty Reserve Fund in accordance with Condition 7.2(c) (*Mandatory Redemption*)), in full in accordance with Condition 7.4 (*Mandatory Redemption in full following exercise of the Majority Holder Option*). Any funds remaining after the payment in full of all items ranking prior to item (o) of the Post-Acceleration Priority of Payments will be paid to the Class R Certificateholders before the Certificates are cancelled.

## **5. FAILURE TO COMPLETE PORTFOLIO PURCHASE**

If the transfer of the beneficial title to the Majority Holder Option Loans has not been completed on the Portfolio Sale Completion Date, the Majority Holder Option Purchase Price will be returned to the Majority Holder or its nominee (as applicable).

## **6. BENEFIT**

This Deed shall take effect as a Deed Poll for the benefit of the Majority Holder. This Deed shall be held by the Issuer until all the obligations of the Issuer under this Deed have been discharged in full.

The Issuer acknowledges the right of every Class R Certificateholder to the production of, and the right of every Class R Certificateholder to obtain (upon payment of a reasonable charge) a copy of, this Deed, and further acknowledges and covenants that the obligations binding upon it contained in this Deed are owed to, and shall be for the account of the Majority Holder and that the Majority Holder shall be entitled to enforce those obligations against the Issuer.

## **7. STAMP DUTIES**

- 7.1 Subject to Clause 7.2, the Issuer will pay any stamp and other duties and taxes, including interest and penalties, payable on or in connection with the execution of this Deed and any action taken by the Majority Holder to enforce the provisions of this Deed.
- 7.2 Any stamp duty, stamp duty reserve tax, land transaction tax, land and buildings transaction tax or stamp duty land tax (together, in each case, with any interest or penalties) payable on or in connection with the transfer of the Majority Holder Option Loans pursuant to an Majority Holder Option Exercise Notice shall be for the account of the purchasers of the Majority Holder Option Loans.

## **8. FURTHER ASSURANCE**

Notwithstanding completion of any sale and purchase of the whole beneficial title and, if applicable, the whole legal title to the Majority Holder Option Loans the Issuer will, from time to time execute all reasonable documents, do all reasonable acts and things and give all reasonable further assurances, and will afford such reasonable assistance as the Majority Holder may reasonably request and as may be reasonably necessary or expedient, effectively to vest, and ensure that there is and remains vested in the beneficial title purchaser and, if applicable, the legal title purchaser, the whole beneficial title and, if applicable, the whole legal title to the Majority Holder Option Loans and to give to the beneficial title purchaser and, if applicable, the legal title purchaser, or enable the beneficial title purchaser and, if applicable, the legal title purchaser to receive, the full benefit of any such purchase of the whole beneficial title and, if applicable, the whole legal title to the Majority Holder Option Loans, as the case may be.

## **9. SERVICER INFORMATION**

The Issuer shall use reasonable endeavours to procure that the Servicer shall provide the Majority Holder with any information it reasonably requests from time to time in respect to the Portfolio which it has in its possession which is reasonably available to it but only: (i) to the extent that such information is reasonably requested by the Majority Holder in connection with the exercise or possible exercise of its rights under this Deed Poll; and (ii) subject always to any requirements of any data protection and privacy laws and regulations in effect in the United Kingdom being met to the reasonable satisfaction of the Servicer.

## **10. ISSUER REPRESENTATION AND WARRANTIES**

- 10.1 By agreeing to sell and transfer the whole beneficial title and, if applicable, the whole legal title comprising the Majority Holder Option Loans the Issuer shall be deemed to represent and warrant to the Majority Holder and/or the potential purchaser(s) that:
- (a) prior to the service of a Note Acceleration Notice it shall not agree to any sale of the Majority Holder Option Loans that is not already provided for under the Transaction Documents without the prior written consent of the Majority Holder;
  - (b) subject to such matter being correct on the Closing Date, immediately prior to the actual completion of the sale of the whole beneficial title the Issuer was the beneficial title holder (or, in relation to Scottish Loans and their Related Security, was the beneficiary under a Scottish Declaration of Trust) of the Majority Holder Option Loans to be sold to the Majority Holder and/or the potential purchaser(s) named in the Majority Holder Option Exercise Notice, pursuant to this Deed;



- (c) subject to such matter being correct on the Closing Date, the Majority Holder Option Loans to be purchased by the Majority Holder and the potential purchaser(s) will not be encumbered in any way (including by the Security Trustee) following, in respect of the Security Trustee, the release of the relevant security over the Majority Holder Option Loans created under the Deed of Charge; and
- (d) all formal approvals, consents and other steps binding on the Issuer necessary to permit a legal assignment or (as applicable) assignation of the whole beneficial title and, if applicable, the whole legal title to the Majority Holder Option Loans to be sold pursuant to this Deed have been obtained or taken.

## **11. GOVERNING LAW**

This Deed and any non-contractual obligations arising out of or in respect of it is governed by, and shall be construed in accordance with, the laws of England.

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**SIGNATORIES**

**IN WITNESS** whereof this Deed has been entered into as a deed poll by the Issuer on the date which appears first on page 1.

**EXECUTED and DELIVERED as a DEED** )  
By )  
**ROCHESTER FINANCING NO.3 PLC** )  
acting by two Directors being

[Redacted Signature]

-----  
Intertrust Directors 1 Limited

[Redacted Signature]

-----  
Intertrust Directors 2 Limited

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**EXECUTED and DELIVERED as a DEED** )  
**by ROCHESTER MORTGAGES LIMITED** )

acting by its director: )

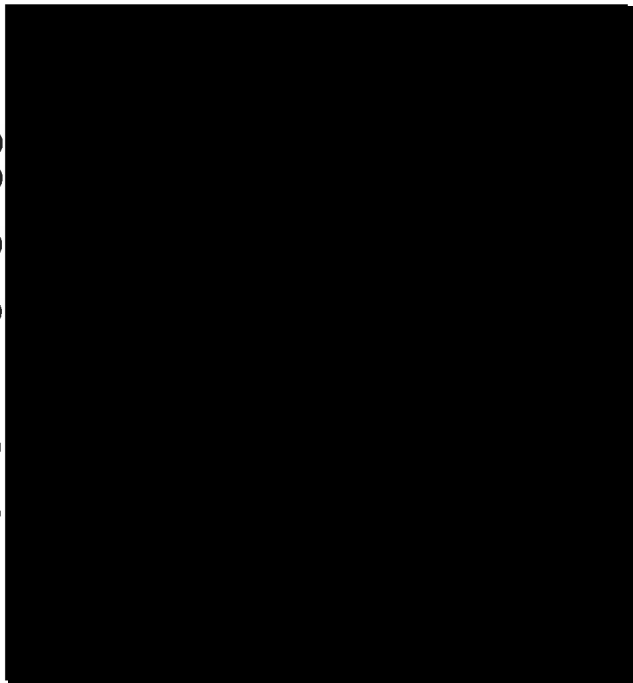
Director )

in the presence of )

Witness Signature: )

Witness Name: )

Witness Address: )



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## SCHEDULE 1

### FORM OF MAJORITY HOLDER OPTION EXERCISE NOTICE

*[On letterhead of Majority Holder]*

Rochester Financing No.3 plc  
1 Bartholomew Lane  
London  
United Kingdom, EC2N 2AX (the **Issuer**)

copy: U.S. Bank Trustees Limited (the **Note Trustee** and **Security Trustee**)  
Rochester Mortgages Limited (the **Seller** and **Legal Title Holder**)  
U.S. Bank Global Corporate Trust Limited (the **Cash Manager**)  
Standard & Poor's Rating Services  
Fitch Ratings Limited

Dear Sirs

#### **Exercise of Majority Holder Option**

We refer to a Deed Poll (Majority Holder Option) dated [●] June 2021 in relation to [1,000,000] Class R Certificates issued by the Issuer (the **Deed Poll**). Capitalised terms used in this letter shall have the meanings set out in the Deed Poll.

We hereby notify you of our intention to exercise the Majority Holder Option.

The Portfolio Sale Completion Date is [●] and the corresponding Early Redemption Date is [●].

We hereby notify you that we[:

- (a) [nominate [ ] as the beneficial title purchaser]/[will act as the beneficial title purchaser]; [and]
- (b) [nominate [ ] as the legal title purchaser]/[will act as the legal title purchaser],

and accordingly, we require you to transfer:

[the whole beneficial title in the Majority Holder Option Loans] [and] [the whole legal title in the Majority Holder Option Loans to us]/[the whole beneficial title in the Majority Holder Option Loans to us] [and] [the whole legal title in the Majority Holder Option Loans to the legal title purchaser]/[the whole beneficial title in the Majority Holder Option Loans and to the beneficial title purchaser] [and] [the whole legal title in the Majority Holder Option Loans to the legal title purchaser]. [hold title on behalf of us or [●]]

*[where the whole beneficial title and/or the whole legal title to the Majority Holder Option Loans are requested to be transferred to more than one person, the relevant percentages to be specified]*

Please confirm to us within [2] Business Days of the receipt of this Majority Holder Option Exercise Notice (i) that you will be able to effect the sale and purchase of the whole beneficial title and the whole legal title in the Majority Holder Option Loans on the Portfolio Sale Completion Date (nominated by us above) subject to and in accordance with the Deed Poll and (ii) the total amount of the Majority Holder Option Purchase Price payable by us to the Issuer.

For the avoidance of doubt this Majority Holder Option Exercise Notice does not constitute and is not to be construed as an agreement by us to acquire the whole beneficial title and the whole legal title to the Majority Holder Option Loans. You acknowledge that unless we accept to purchase such whole beneficial title and whole legal title to the Majority Holder Option Loans by delivering an Acceptance Notice we may in our sole discretion decline and not accept to purchase the Majority Holder Option Loans comprising the whole beneficial title and the whole legal title to the Majority Holder Option Loans.

[We confirm [we] [the legal title purchaser] [and/or] [the beneficial title purchaser specified above] [are resident for tax purposes in the United Kingdom][in accordance with Clause [3.17] of the Deed Poll we will cover the cost of any advice to be obtained by each of the Issuer, the Legal Title Holder and OSB in relation to the transfer of legal and beneficial title to the Majority Holder Option Loans].

We attach to this Majority Holder Option Exercise Notice proof of our holding of the Class R Certificates.

Yours faithfully

[●]

[*Majority Holder*]

[[●]

[*Legal title purchaser*]]

[[●]

[*Beneficial title purchaser*]]

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## SCHEDULE 2

### COUNTER NOTICE

To: [Insert name and details of the Majority Holder]

With copy to: U.S. Bank Trustees Limited (the **Note Trustee** and **Security Trustee**)  
U.S. Bank Global Corporate Trust Limited (the **Cash Manager**)

[Date]

Dear Sirs,

We confirm receipt of your notice dated [●] 20[●] (the **Majority Holder Option Exercise Notice**) in relation to the sale and purchase of the whole beneficial title and the whole legal title to the Majority Holder Option Loans pursuant to the Deed Poll (Majority Holder Option) made by us on or about [●] June 2021 (the **Deed Poll**). This is a Counter Notice referred to in the Clause [3.8] of the Deed Poll.

Capitalised terms that are used but not defined herein shall have the meanings as are ascribed to them in the Deed Poll or as incorporated by reference into the Deed Poll or to the extent not defined in (or incorporated by reference into) the Deed Poll in the Majority Holder Option Exercise Notice.

We hereby confirm in accordance with the Majority Holder Option Exercise Notice and Clause [3.8] of the Deed Poll:

- (i) that the proposed date for the completion of the sale and purchase of the whole beneficial title and the whole legal title to the Majority Holder Option Loans to you [and/or] [the beneficial title purchaser] [legal title purchaser] is [●];
- (ii) the Majority Holder Option Purchase Price shall be £[●]; and
- (iii) our agreement to transfer the whole legal title and the whole beneficial title in the Majority Holder Option Loans to [you] [and/or] [●] (as applicable).
- (iv) Please confirm on behalf of [each purchaser named in the Majority Holder Option Exercise Notice] [and] yourself that you [and/or] [each other purchaser] are willing to proceed with the purchase of the whole legal title and the whole beneficial title to the Majority Holder Option Loans upon the terms set out in this Counter Notice, the Acceptance Notice and the Deed Poll by returning to us a duly signed Acceptance Notice within [one] Business Day of receipt of this Counter Notice. If we do not receive an Acceptance Notice within the above prescribed time period we shall treat the Majority Holder Option Exercise Notice served on us as having no further effect.

Signed by:

For and on behalf of

**Rochester Financing No.3 plc**

Signed by:

For and on behalf of:

**[Legal Title Holder]**

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### SCHEDULE 3

#### ACCEPTANCE NOTICE

To: Rochester Financing No.3 plc  
1 Bartholomew Lane  
London  
United Kingdom, EC2N 2AX (the **Issuer**)

Rochester Mortgages Limited  
Reliance House  
Sun Pier  
Chatham  
Kent ME4 4ET (the **Legal Title Holder**)

With copy to: U.S. Bank Trustees Limited (the **Note Trustee and Security Trustee**)  
U.S. Bank Global Corporate Trust Limited (the **Cash Manager**)

[Date]

Dear Sirs,

We confirm receipt of your notice dated [●] 20[●] in relation to the sale and purchase of the whole beneficial title and the whole legal title to the Majority Holder Option Loans pursuant to the Deed Poll (Majority Holder Option) made by you on or about [●] June 2021 (the **Deed Poll**). This is an Acceptance Notice referred to in Clause [3.9] of the Deed Poll.

Capitalised terms that are used but not defined herein shall have the meanings as are ascribed to them in the Deed Poll or as incorporated by reference into the Deed Poll or to the extent not defined in (or incorporated by reference into) the Deed Poll in the Majority Holder Option Exercise Notice.

We hereby confirm on behalf of [each purchaser named in the Majority Holder Option Exercise Notice] and [ourselves] that [we] [and/or] [each other purchaser] are willing to proceed with the purchase of the [whole beneficial title] [and] [the whole legal title] to the Majority Holder Option Loans upon the terms set out in the Majority Holder Option Exercise Notice, Counter Notice and the Deed Poll.

[The [proportion of the] Majority Holder Option Purchase Price payable by us [and/or] [each other purchaser] on the Portfolio Sale Completion Date is [●]:

Majority Holder:

[Potential purchaser:]

SIGNED by

for and on behalf of

[insert name of Majority Holder]

SIGNED by

for and on behalf of

[insert name of potential purchaser]