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CLIFFORD
CHANCE

CLIFFORD CHANCE LLP

EXECUTION VERSION

DATED 17 NOVEMBER 2021

PORTMAN SQUARE 2021-NPL1 DESIGNATED ACTIVITY COMPANY
AS ISSUER

CSC CAPITAL MARKETS (IRELAND) LIMITED
AS CORPORATE SERVICES PROVIDER, REPLACEMENT CASH MANAGER FACILITATOR AND REPLACEMENT SERVICER FACILITATOR

CITICORP TRUSTEE COMPANY LIMITED
AS SECURITY TRUSTEE

CSC SHARE TRUSTEE SERVICES (IRELAND) LIMITED
AS SHARE TRUSTEE

CORPORATE SERVICES AGREEMENT

CONTENTS

THIS AGREEMENT is made on 17 November 2021

BETWEEN:

(1) **PORTMAN SQUARE 2021-NPL1 DESIGNATED ACTIVITY COMPANY**, a designated activity company limited by shares incorporated under the laws of Ireland with registered number 695719 and whose registered office is at 3rd Floor, Fleming Court, Fleming's Place, Dublin 4, D04 N4X9, Ireland (as the "**Issuer**");

(2) **CSC CAPITAL MARKETS (IRELAND) LIMITED**, a company limited by shares incorporated under the laws of Ireland with registered number 603818 and an address at 3rd Floor, Fleming Court, Fleming's Place, Dublin 4, Ireland (the "**Corporate Services Provider**", "**Replacement Cash Manager Facilitator**" and "**Replacement Servicer Facilitator**");

(3) **CITICORP TRUSTEE COMPANY LIMITED**, a company incorporated under the laws of England and Wales with registered number 235914, with its principal office at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (the "**Security Trustee**"); and

(4) **CSC SHARE TRUSTEE SERVICES (IRELAND) LIMITED** a company limited by shares incorporated under the laws of Ireland with registered number 603819 and an address at 3rd Floor, Fleming Court, Fleming's Place, Dublin 4, Ireland (as the "**Share Trustee**").

WHEREAS:

(A) The Issuer has been established in connection with a residential mortgage-backed securitisation transaction (the "**Transaction**") to be arranged by Goldman Sachs International (the "**Arranger**"). The Arranger and the Issuer intend for the Issuer to issue the Notes (as defined in the Note Trust Deed) in accordance with the terms and conditions thereof (the "**Conditions**") as to be constituted by the trust deed entered into between, amongst others, the Issuer as issuer and Citicorp Trustee Company Limited as note trustee (the "**Note Trustee**") (the "**Note Trust Deed**").

(B) The Issuer would then use the proceeds of the issuance to acquire the beneficial interest in a portfolio of residential mortgage loans and related security located in the Republic of Ireland and Northern Ireland from Panelview Designated Activity Company pursuant to a mortgage sale agreement wherein the legal title would continue to be held by Mars Capital Finance Ireland Designated Activity Company (the "**Mortgage Sale**") (the Transaction, the Note Trust Deed, the Mortgage Sale, and the ancillary documents and arrangements in respect thereof, the "**Business**").

(C) The Issuer has requested the Corporate Services Provider to provide in Ireland certain management and administrative services which the Corporate Services Provider has agreed to do subject to the terms and conditions hereinafter appearing.

(D) Pursuant to a declaration of trust dated on or about 17 May 2021 (the "**Declaration of Trust**"), the Share Trustee holds the issued share capital of the Issuer on trust for charitable purposes subject to and in accordance with the terms of the Declaration of Trust.

IT IS AGREED AS FOLLOWS:

1. **INTERPRETATION AND CONSTRUCTION**

1.1 Each Party hereby acknowledges and agrees that it has reviewed a copy of the Master Framework Agreement signed between, *inter alios*, the Issuer and the Security Trustee dated on or about the date hereof (as the same may be further amended, varied or supplemented from time to time) (the "**Master Framework Agreement**").

1.2 **Principles of Construction**

This Agreement shall be construed in accordance with the principles of construction and interpretation set out in the Master Framework Agreement.

2. **COMMON TERMS**

2.1 **Incorporation of Common Terms**

The Common Terms apply to this Agreement and shall be binding on the parties to this Agreement as if set out in full in this Agreement.

2.2 **Conflict with Common Terms**

If there is any conflict between the provisions of the Common Terms and the provisions of this Agreement, the provisions of this Agreement shall prevail other than in respect of Paragraphs 7 (*Restriction on Enforcement of Security, Non Petition and Limited Recourse*) and 9 (*Obligations As Corporate Obligations*) of Part A (*General Legal Terms*) of Schedule 3 (*Common Terms*) of the Common Terms which shall prevail in event of a conflict.

2.3 **Obligor/Obligee**

For the purposes of this Agreement, Paragraph 1 (*Further Assurance*) of Part A (*General Legal Terms*) of the Common Terms applies to this Agreement as if set out in full in this Agreement and as if the Issuer were the Obligor and each of the Corporate Services Provider and the Security Trustee were an Obligee for the purposes of such Paragraph.

2.4 **Governing Law and Jurisdiction**

(a) This Agreement and all non-contractual obligations arising out of or in connection with it shall be governed by the laws of Ireland in accordance with Paragraph 1 (*Governing Law — Irish Law Transaction Documents*) of Part C (*Governing Law Provisions*) of the Common Terms as if set out in full in this Agreement.

(b) Paragraph 2 (*Jurisdiction — Irish Law Transaction Documents*) of Part C (*Governing Law Provisions*) of the Common Terms applies to this Agreement as if set out in full in this Agreement.

3. **APPOINTMENT OF CORPORATE SERVICES PROVIDER**

The Issuer hereby retains the Corporate Services Provider and the Corporate Services Provider agrees to provide such services as are hereinafter set forth for the period from the date of incorporation of the Issuer to the date on which the Issuer is dissolved or the date on which this Agreement is terminated in accordance with Clause 11, if earlier.

4. **STANDARD OF CARE**

During the term of this Agreement, the Corporate Services Provider shall, at all times perform its obligations with due care, skill and diligence and in the utmost 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.

5. **SERVICES TO BE PROVIDED**

5.1 The Corporate Services Provider hereby agrees to perform and provide the services necessary and appropriate to the management of the Business in and from within Ireland or such other jurisdiction as may be agreed by the parties from time to time as follows:

(a) to provide signatories on the Issuer's bank accounts from among the Corporate Services Provider's employees;

(b) to prepare and maintain such books and records in Ireland as may be required in the normal course of the Business and as may be agreed between the parties and in order to comply with any laws or regulations of Ireland and in such form and manner as may be agreed upon from time to time;

(c) to prepare on the basis of information provided by the Issuer and in accordance with generally accepted accounting principles, or international financial reporting standards (as required), the financial statements for the Issuer including, the balance sheet of the Issuer and related profit and loss statements (together the "**Financial Statements**");

(d) to assist in arranging or procuring for the audit of the Financial Statements;

(e) to deal with correspondence relating to the Business;

(f) to provide the services of two or more Irish tax resident directors of the Issuer in Ireland with the requisite skills and expertise to so act and which shall act independently exercising their authority only from and within Ireland and by taking all key decisions relating to the Issuer's business in Ireland;

(g) to ensure the Issuer is resident in Ireland for tax purposes and continues to be so;

(h) to ensure that a majority of the directors of the Issuer are and will continue to be resident in Ireland for tax purposes and that board meetings and resolutions of the Issuer at which management and control is exercised will only be effected by the board from and within Ireland;

(i) to provide registered office facilities and a company secretary to the Issuer on the Corporate Services Provider's or the company secretary's standard terms and conditions in effect from time to time and to make available non-exclusive telephone, printing, facsimile and postal address or post office box facilities and within its premises such non-exclusive space as may be necessary for the purposes of the Business and in particular, but without limitation, facilities for meetings of the directors from time to time;

(j) where applicable, register the Issuer as a financial vehicle corporation engaged in securitisation transactions for the purposes of the notification and reporting requirements of Regulation (EU) No 1075/2013 of the European Central Bank of 18 October 2013 concerning statistics on the assets and liabilities of financial vehicles corporations engaged in securitisation transactions (the "**FVC Regulations**") and to act as the Issuer's reporting agent in relation to the FVC Regulations including, on the basis of information provided by the Issuer, the preparation and filing of such reports required to be submitted to the Central Bank of Ireland pursuant to the FVC Regulations;

(k) to register the Issuer for Irish corporation tax and VAT and to set up the Issuer on Revenue Online System;

(l) to prepare on the basis of the information provided by the Issuer, the bi-monthly VAT returns and the annual Return of Trader Details (together the "**VAT Returns**") in order to comply with Irish law and regulation in such form and manner as may be agreed upon from time to time and to file such VAT Returns on a timely basis;

(m) to estimate and advise the Issuer regarding VAT payments/refunds to be made/received;

(n) to liaise with the Revenue Commissioners for and on behalf of the Issuer in relation to the VAT Returns and iXBRL filings, including any calculation issues arising from the same, and specifically in relation to the calculation of the percentage VAT recovery entitlement;

(o) to prepare and file the corporation tax return of the Company according to the requirements of the Irish Revenue Commissioners, with assistance from the appointed tax advisors;

(p) with assistance from the tax advisors, to estimate the corporation tax payments/refunds to be made/received by the Issuer and to advise on the payment of corporation tax to be made by the Issuer;

(q) to prepare an Irish corporation tax note for inclusion in the Issuer's financial statements on an annual basis;

(r) to liaise with the Revenue Commissioners for and on behalf of the Issuer in relation to Corporation Tax Returns, including any calculation issues;

(s) to complete the annual filing of the Issuer's financial statements in iXBRL format with Revenue Commissioners;

(t) to accept service of process received at the office of the Issuer in Ireland and promptly notify the Seller and Security Trustee of any legal proceedings initiated in which the Corporate Services Provider becomes aware of;

(u) use its reasonable endeavours to cause the Issuer (to the extent it has sufficient funds and other resources and is otherwise able to do so) to comply with its obligations under the Transaction Documents, including the Deed Poll;

(v) to assist the Issuer in complying with its registration obligations under the intergovernmental agreement entered into between Ireland and the US to improve international tax compliance and to implement the Foreign Account Tax Compliance Act ("**FATCA**") (the "**IGA**"), section 891E-G of the Taxes Consolidation Act, 1997 (as amended, the "**TCA**") and regulations made pursuant to those sections and prepare, or cause to be prepared, any return required to be filed by the Issuer under the IGA, Section 891E-G of the TCA and any regulations made pursuant to those sections and following the signing of such return by an appropriate officer of the Issuer to submit it, or cause it to be submitted, to the relevant authority;

(w) to prepare and file a notification, in the prescribed form and in the prescribed time period, to the Revenue Commissioners, of the Issuer's intention to be a qualifying company under section 110 of the TCA;

(x) to prepare and file a notification to the Central Bank of Ireland in accordance with and in the time period prescribed by the European Union (General Framework for Securitisation and Specific Framework for Simple, Transparent and Standardised Securitisation) Regulations 2018;

(y) not to undertake actions inconsistent with the terms of the Constitution of the Issuer, the Note Trust Deed and all other agreements to which the Issuer is a party and copies of which have been provided to the Corporate Services Provider and, without prejudice to the foregoing, not to enter into, on behalf of the Issuer, any commitments, loans or obligations or charge, mortgage, pledge, encumber or otherwise restrict or dispose of the Issuer's property or assets other than as contemplated by the Business and generally not to take any action regarding the Business inconsistent with the Conditions and the Transaction Documents;

(z) to keep confidential all documents, materials and other information relating to the Business and not to disclose any of the aforesaid without the prior consent of the Issuer unless it is necessary to protect the interests of the Corporate Services Provider or pursuant to an order of any court or authority with jurisdiction over the Corporate Services Provider or the Issuer or as contemplated by the Conditions, the Transaction Documents or any other document relating or ancillary to the issue of the Notes;

(aa) on each Interest Payment Date and on such other date following notification by the Servicer Consultant that a significant event has occurred or that there is insider information relating to the transaction, to prepare the inside information or significant event report and upload such report to the Securitisation Repository Website as required in order for the Issuer to meet its obligations under Article 7(1)(f) and/or Article 7(1)(g) of each of the EU Securitisation Regulation and the UK Securitisation Regulation, as applicable;

(bb) to assist the Issuer in complying with its obligations under the provisions of the Market Abuse Regulation (EU 596/2014) ("**MAR**") (including, without limitation and to the extent required, preparing and maintaining an "insider list" within the meaning of MAR and in the prescribed ESMA form);

(cc) to assist the Issuer to comply with any obligations which apply to it under Regulation (EU) 648/2012 (EMIR);

(dd) to prepare and maintain a register of Beneficial Owners in accordance with the European Union (Anti-Money Laundering: Beneficial Ownership of Corporate Entities) Regulations 2016 (S.I. 560); and

(ee) to assist the Issuer in complying with all applicable anti-money laundering requirements, including, to the extent applicable, registration with the Central Bank of Ireland under and in accordance with Section 108A of the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 (as amended).

5.2 Notwithstanding Clause 5.1(c):

(a) the Issuer acknowledges that the accounting services of the Corporate Services Provider are limited to the completion of any management accounts and the Financial Statements and the co-ordination of the annual audit;

(b) the Corporate Services Provider shall not be requested to carry out an audit in relation to the Financial Statements and shall express no assurance on the financial information contained in the Financial Statements prepared under the terms of this Agreement;

(c) the Issuer acknowledges that it is responsible for both the accuracy and completeness of the information supplied to the Corporate Services Provider under the terms of this Agreement and is responsible to users of the financial information compiled by the Corporate Services Provider. The Corporate Services Provider will not be liable for any penalties imposed on the Issuer where information to prepare the Financial Statements or tax returns is not received in an accurate and timely manner;

(d) the Issuer acknowledges the Financial Statements and the Mortgage Portfolio will be accounted for and prepared on a fair value basis (including, where relevant, upon the mandatory adoption of IFRS 9), with year-end fair value for the Issuer's assets to be provided to the Corporate Services Provider by the Servicer and the Corporate Services Provider will not be required to arrange effective interest rate calculations; and

(e) it is agreed that any financial information compiled by the Corporate Services Provider in accordance with Clause 5.1(c) is intended for internal use only by the Issuer's board of directors in order to facilitate the audit process. The Issuer agrees to obtain the Corporate Services Provider's prior written consent if the intended use and distribution should change in any material respect.

5.3 The Corporate Services Provider may refuse to perform its obligations under this Agreement, if, in its reasonable judgement, it would be unlawful to do so.

5.4 The Corporate Services Provider shall provide all reasonable assistance to the Issuer (in its capacity as designated entity pursuant to Article 7(2) of the EU Securitisation Regulation and Article 7(2) of the UK Securitisation Regulation) in its compliance with its reporting obligations under the EU Securitisation Regulation and the UK Securitisation Regulation (and in particular, Article 7 thereto) including but not limited to procuring the upload of Quarterly Investor Reports onto the Securitisation Repository Website and providing all such information as may be reasonably requested by the Issuer in connection with its reporting obligations.

5.5 Where the Issuer is required to consider or engage in further activities, litigation or other exceptional matters (including, but not limited to, an unforeseen change in law), additional fees will be subject to further negotiation at the relevant time and in the absence of contrary agreement additional fees will be charged by the Corporate Services Provider at its hourly rates from time to time in effect.

6. FEES

The Issuer shall pay to the Corporate Services Provider fees as set out in the Corporate Services Fee Letter in accordance with the relevant Priority of Payments.

7. LIABILITY OF CORPORATE SERVICES PROVIDER AND INDEMNITY

7.1 The Corporate Services Provider shall not be liable for any damages, losses, claims, proceedings, demands, liabilities, costs or expenses whatsoever suffered or incurred by the Issuer or any other person at any time from any cause whatsoever arising out of or in connection with this Agreement or related to the performance of non-performance of the services provided under the Agreement unless arising directly as a result of the Corporate Services Provider's own actual fraud, gross negligence or wilful default.

7.2 Notwithstanding anything in this Agreement to the contrary, the Corporate Services Provider shall not be liable in tort, statutory duty, pre-contract or misrepresentation (other than fraudulent misrepresentation) or otherwise for:

(a) any consequential, indirect or special loss; or

(b) any economic losses (including loss of revenues, profits, contracts, business or anticipated savings) arising out of or in connection with this Agreement and the performance or non-performance of the services in each case whether or not the Corporate Services Provider has been advised of the possibility of such loss or damage and howsoever incurred. For the avoidance of doubt the Corporate Services Provider shall not be so liable for any loss of goodwill or reputation.

7.3 The Issuer shall take all reasonable steps with a view to mitigating any losses suffered by it.

7.4 The Issuer shall indemnify and hold harmless the Corporate Services Provider (for itself and on trust and as agent for the benefit of each of the other Indemnified Persons mentioned below), its successors and assigns and their respective directors and officers and employees present and future, the directors and officers provided pursuant to

Clause 4 and, where these are companies, their respective directors, officers and employees present and future (collectively, the "Indemnified Persons") and each of them, as the case may be, against all liabilities, obligations, losses, damages, penalties, actions, proceedings, claims, judgments, demands, costs, expenses or disbursements of any kind (including legal fees or expenses) whatsoever (other than any tax incurred on net income, profits or gains) which they or any of them may incur or be subject to in consequence of this Agreement or as a result of the performance of the functions and services under this Agreement except and to the extent that the same are as a result of actual fraud, gross negligence or wilful default of any of the Indemnified Persons and this indemnity shall expressly inure to the benefit of any such person existing or future.

7.5 The Corporate Services Provider and the directors and officers provided pursuant to Clause 4 shall not be required to take any legal action on behalf of the Issuer unless fully indemnified to their satisfaction.

7.6 For the purpose of this Agreement, "gross negligence" in relation to a person means a standard of conduct beyond negligence whereby that person acts with reckless disregard for the consequences of a breach of a duty of care owed to another, and actual fraud means an intention on the part of one party to pursue a particular course of action either knowing that it is contrary to the interest of another or being recklessly indifferent whether it is contrary to their interest or not. Notwithstanding any indemnity provided for or any limits placed thereon by any applicable law, the indemnities contained in this Agreement shall take effect to the fullest extent permitted by applicable law.

7.7 The provisions of this Clause 7 shall continue to apply notwithstanding the termination of this Agreement.

8. NO COMMERCIAL ADVICE

For the avoidance of doubt the Issuer agrees that the Corporate Services Provider is not responsible for the commercial structuring of the Business or for the rendering of investment, commercial, accounting, legal or any other advice whatsoever to the Issuer or any other person.

9. NO PARTNERSHIP AND NO EMPLOYMENT RELATIONSHIP

9.1 Nothing herein contained shall constitute a partnership between the parties hereto.

9.2 The directors, officers, employees or agents of the Corporate Services Provider referred to in Clause 4 shall not be deemed to be employees of the Issuer or entitled to any remuneration or other benefits from the Issuer.

9.3 The Corporate Services Provider shall be entitled to provide services of a like nature to those provided under this Agreement to any other person, firm or corporation.

10. DATA PROTECTION

The Corporate Services Provider shall act as an independent data controller and shall comply with applicable data protection law in the performance of the services.

11. TERMINATION OF AGREEMENT; ASSIGNMENT

11.1 The appointment of the Corporate Services Provider hereunder shall continue until one of the parties gives notice in writing to the other party hereto terminating this Agreement in accordance with Clause 11.2 below.

11.2 Either party may terminate this Agreement:

(a) by giving not less than three (3) months' notice in writing to the other party with a copy to the Note Trustee;

(b) at any time if the other party commits any breach of its obligations under this Agreement; and

(i) such breach is not capable of remedy; or

(ii) where such breach is capable of remedy fails, within thirty days of receipt of notice served by the other party requiring it to do so, to make good such breach; or

(c) at any time by giving notice in writing to the other party with a copy to any applicable rating agencies if the other party goes into liquidation or is dissolved (except as a voluntary liquidation or dissolution for the purposes of reconstruction or amalgamation upon terms previously approved in writing by the party otherwise entitled to serve notice) or commits any other act of bankruptcy under applicable laws.

11.3 Upon termination of this Agreement, the Corporate Services Provider shall, at the expense of the Issuer or its liquidator, as the case may be, deliver to the Issuer, or as it shall direct, all books of account, records, registers, correspondence, documents and all assets relating to the affairs of or belonging to the Issuer and in the possession of or under the control of the Corporate Services Provider and shall take all necessary steps to vest in the Issuer or any new corporate services provider or liquidator, as the case may be, any assets previously held in the name of or to the order of the Corporate Services Provider on behalf of the Issuer.

11.4 Upon prior written notice to the Issuer, the Note Trustee, the Security Trustee and the Corporate Services Provider may assign or novate this Agreement to any other member of the CSC Group. Subject to the foregoing, this Agreement may not be otherwise assigned by either party save with the written consent of the other parties and save that the Issuer may assign its rights hereunder in accordance with the terms of the Deed of Charge.

11.5 The Issuer shall provide prior written notice to the Note Trustee and the Security Trustee of any proposed amendment to, or termination of, this Agreement.

12. COVENANTS BY SHARE TRUSTEE

12.1 Except as permitted under the Declaration of Trust, the Share Trustee hereby covenants that it holds all of the issued share capital of the Issuer and that it will procure that the Issuer does not permit any other person to acquire any shares in the Issuer and no person other than itself as shareholder is or shall be entitled to exercise voting rights pursuant to those shares in the Issuer.

12.2 The Share Trustee hereby covenants to hold and retain all of the Issuer's issued share capital in accordance with the Declaration of Trust.

12.3 The Share Trustee hereby covenants, in its capacity as Share Trustee of the trust created by Clause 2 of the Declaration of Trust, that it will not engage in any activity and will not enter into any transaction or agreement to hold any asset, otherwise than pursuant to or in accordance with the Transaction Documents.

13. THE SECURITY TRUSTEE

13.1 Subject to the following, the Security Trustee has agreed to become a party to this Agreement for the purpose of taking the benefit of the Security created in its favour pursuant to the Deed of Charge expressed to be given in its favour enabling better preservation and enforcement of its rights under this Agreement, the Deed of Charge and the Note Trust Deed 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.

13.2 All the provisions of the Deed of Charge and the Note 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.

14. ENGAGEMENT OF THIRD PARTIES

14.1 The Corporate Services Provider may subcontract or delegate the performance of some (but not all) of its obligations under this Agreement to subcontractors, agents and/or delegates provided that:

(a) the Corporate Services Provider shall:

(i) use all reasonable skill and care in the selection of such subcontractor, agent or delegate;

(ii) procure that any subcontractor, agent or delegate shall devote such time and effort and provide such facilities and make available such staff or such skill and experience as may be reasonably required from time to time to enable the Corporate Services Provider to perform its obligations under this Agreement efficiently and in a proper and business-like manner; and

(iii) procure that any subcontractor, agent or delegate shall:

(A) at all times act in accordance with all reasonable and proper directions, orders and instructions given to it in writing or in board meetings by the board of the Issuer; and

(B) not knowingly do or omit to do anything which would constitute a breach by the Issuer of any provision of the Transaction

Documents to which the Issuer is a party or the Constitution or any other legally binding restriction applicable to the Issuer.

(b) the appointment of such subcontractor, agent or delegate will not cause the Issuer to become subject to any taxation which it would not otherwise have become subject to, either directly or indirectly, or would not cause the imposition of any withholding tax;

(c) the Issuer shall not have any liability for any costs, charges or expenses payable to or incurred by such subcontractor, agent or delegate or arising from the termination of any such arrangement in addition to the liability which the Issuer would have to the Corporate Services Provider under this Agreement if no such subcontracting, appointment of agent or delegation had occurred; and

(d) no subcontractor or delegate shall, himself or itself, be entitled to subcontract or delegate the performance of all or any of the services subcontracted or delegated to him or it by the Corporate Services Provider hereunder without the prior written consent of the Issuer.

14.2 Notwithstanding any subcontracting, appointment of agent or delegation of the performance of its obligations under this Agreement, the Corporate Services Provider shall not thereby be released or discharged from any liability hereunder and shall remain responsible for the performance of the obligations of the Corporate Services Provider under this Agreement.

15. FORCE MAJEURE

The Issuer and the Corporate Services Provider shall not be liable to the other party for any delay in performing its obligations in this Agreement due to any Force Majeure Event.

16. ELECTRONIC FORMS

The Parties acknowledge and agree that they may execute this Agreement and any variation or amendment to the same, by electronic instrument. The Parties agree that the electronic signatures appearing in this Agreement are made with the intention of authenticating this Agreement, and evidencing the Parties' intention to be bound by the terms and conditions contained herein. For the purposes of using an electronic signature, Parties authorise each other to the lawful processing of personal data of the signers for contract performance and their legitimate interests including contract management.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day and year first before written.

EXECUTION PAGE

SIGNED for and on behalf of
PORTMAN SQUARE 2021-NPL1 DESIGNATED ACTIVITY COMPANY
by its lawfully appointed attorney

[redacted]___

Title: Attorney

Name: [redacted]

SIGNED for and on behalf of
CSC CAPITAL MARKETS (IRELAND) LIMITED
by its lawfully appointed attorney

[redacted]

Title: Attorney

Name: [redacted]

SIGNED for and on behalf of)
CITICORP TRUSTEE) [redacted]
COMPANY LIMITED)
acting by its attorney)

A[redacted]

SIGNED for and on behalf of
CSC SHARE TRUSTEE SERVICES
by its lawfully appointed attorney

____

Title: Attorney

Name:

SIGNED for and on behalf of)
CITICORP TRUSTEE)
COMPANY LIMITED)
acting by its attorney)

Attorney

SIGNED for and on behalf of
CSC SHARE TRUSTEE SERVICES
by its lawfully appointed attorney

[redacted]

Title: Attorney

Name: [redacted]