

Aran Funding 2025-1 DAC

*Incorporated with limited liability in Ireland with registered number 793844.
LEI 2138002VH4UM6YKQC70*

Class	Initial Principal Amount	Issue Price	Floating Reference Rate ¹ / Fixed Rate	Interest Margin / Fixed Rate		Step-up Date	Final Maturity Date		Expected ratings	
				Prior to Step-up	From Step-up		Payments Date in	Payments Date in	S&P	KBRA
A Notes	EUR 290,200,000	99.76%	1 month EURIBOR	1.10%	1.65%	October 2028	December 2065		AAA(sf)	AAA(sf)
B Notes	EUR 22,320,000	98.57%	1 month EURIBOR	1.50%	2.25%	October 2028	December 2065		AA+(sf)	AA(sf)
C Notes	EUR 14,210,000	98.87%	1 month EURIBOR	2.10%	3.10%	October 2028	December 2065		A(sf)	A(sf)
D Notes	EUR 12,180,000	99.30%	² 1 month EURIBOR	3.00%	4.00%	October 2028	December 2065		BBB(sf)	BBB+(sf)
E Notes	EUR 10,150,000	100%	² 1 month EURIBOR	4.25%	5.25%	October 2028	December 2065		BB(sf)	BB+(sf)
F Notes	EUR 8,120,000	100%	² 1 month EURIBOR	5.50%	6.50%	October 2028	December 2065		B-(sf)	B(sf)
RF Notes	EUR 5,790,000	100%	Fixed Rate	6.00%	6.00%	October 2028	December 2065		N/A	N/A
Z1 Notes	EUR 22,320,000	100%	Fixed Rate	8.00%	8.00%	October 2028	December 2065		N/A	N/A
Z2 Notes	EUR 6,090,000	100%	Fixed Rate	10.00%	10.00%	October 2028	December 2065		N/A	N/A
X Notes	EUR 2,000,000	100%	Residual cashflows	N/A	N/A	October 2028	December 2065		N/A	N/A

¹ The Interest Rate on the Floating Rate Notes is subject to a floor of 0% per annum.

² The Interest Rate on the D Notes, the E Notes and F Notes (being the WAC Notes) is the lower of (a) the Reference Rate plus the applicable Interest Margin, and (b) the applicable WAC Note Interest Capped Rate (see 6.1.7 *Interest Rate*), in each case subject to a floor of 0% per annum.

Please refer to 27 *Index of definitions* to find the page of this document (the **Prospectus**) in which an expression is defined. In particular, except where the context indicates otherwise, expressions defined in 17 *Note Base Conditions* also have the same meaning in other parts of this Prospectus.

Issue date The Issuer expects to issue the Notes in the Classes set out above, being all of the Notes, on 28 October 2025 (being the Closing Date, see 6.1.1 *Constitution of the Notes*).

Stand-alone / programme issuance Standalone.

Listing In this Prospectus, **EUWA** means the European Union (Withdrawal) Act 2018, as amended by the European Union (Withdrawal Agreement) Act 2020, as amended, varied, superseded or substituted from time to time, and **UK Prospectus Regulation** means Regulation (EU) 2017/1129 as it forms part of domestic law in the United Kingdom by virtue of the EUWA.

This Prospectus has been approved by the Financial Conduct Authority as competent authority under the UK Prospectus Regulation (the **FCA**). The FCA only approves this Prospectus as meeting the standard of completeness, comprehensibility and consistency imposed by the UK Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer or of the quality of the Notes that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes. Such approval by the FCA relates only to Notes which are to be admitted to trading on a regulated market for the purposes of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA (**UK MiFIR**).

A copy of this Prospectus will be filed with the National Storage Mechanism on or before the date of issue of the Notes. This Prospectus is not a prospectus for the purposes of Section 12(a)(2) or any other provision under the U.S. Securities Act.

Particular attention is drawn to the following in this Prospectus: sections 1 *Important information about this Prospectus* and 4 *Risk factors* which contain details of certain risks and other factors that should be given particular consideration by prospective investors before investing in the Notes.

Arranger

Morgan Stanley

Joint Lead Managers

Citigroup Global Markets Limited

Morgan Stanley

	<p>An application has been made to the FCA for each Class of the Notes to be admitted to the official list of the FCA (the official list and such Classes of Notes being Listed Notes) and an application has been made to London Stock Exchange plc (the London Stock Exchange) for such Listed Notes to be admitted to trading on the London Stock Exchange plc's main market (the London Stock Exchange's main market). The London Stock Exchange's main market is a Regulated Market for the purposes of UK MiFIR (a Regulated Market). The Listed Notes are expected to be admitted to the Official List and to trading on the London Stock Exchange's main market on the first Business Day following the Closing Date but there can be no assurance that any such approval will be granted or, if granted, that such listing will be maintained.</p>
Underlying assets	<p>The Issuer will make payments on the Notes from, among other things, payments of principal and revenue received from the Portfolio (which comprises Mortgages secured over residential properties located in Ireland originated by Exicon DAC (formerly called KBC Bank Ireland Public Limited Company, being the Originator)) and acquired by Porta Falsa DAC (being the Seller) which will be purchased from the Seller by the Issuer on the Closing Date. Prior to the Seller's acquisition of the Portfolio, the Portfolio was owned beneficially by Kinbane 2022-RPL 1 DAC. See further 5 <i>Overview of the Portfolio and administration of the Portfolio</i> and 11 <i>The Portfolio</i>.</p>
Credit enhancement	<p>Credit enhancement for the Notes is provided in the following manner:</p> <ul style="list-style-type: none"> • in relation to any Class of Notes, the subordination of Notes (if any) that rank junior to such Class in the Priority of Payments, • in respect of the Notes (see 6.1.2 <i>Classes of Notes</i>) prior to an Acceleration Date, the availability of certain over-collateralisation Mortgage Principal Receipts to be applied as Available Principal Funds (see 18.3 <i>Overcollateralisation</i>), • the availability of funds, if any, at specified Priority Levels of the Revenue Priority of Payments to reduce a Principal Deficiency, and • the availability of unutilised General Reserve Fund (if any) following redemption of the Rated Notes (see 6.1.27 <i>Note Ratings</i>) to be applied as Available Principal Funds (see 19.10.4 <i>Transfer of excess General Reserve Fund</i>). <p>See further 18 <i>Credit structure</i> and 19 <i>Payments Rules</i>.</p>
Liquidity support	<p>Liquidity support for the Notes is provided in the following manner:</p> <ul style="list-style-type: none"> • in respect of the Notes (see 6.1.2 <i>Classes of Notes</i>) prior to an Acceleration Date, the availability of certain over-collateralisation Mortgage Principal Receipts being added to Available Revenue Funds (see 19.10.3 <i>Transfer of part of Portfolio Overcollateralisation Amount</i>), • in respect of the Rated Notes (see 6.1.27 <i>Note Ratings</i>) prior to an Acceleration Date, the availability of the General Reserve Fund to reduce a Revenue All Rated Notes Interest Deficiency (see 19.10.6 <i>Reduction of Revenue All Rated Notes Interest Deficiency</i>) (and the availability of Available Revenue Funds to replenish the General Reserve Fund), • in respect of the A Notes prior to an Acceleration Date, the availability of the Liquidity Reserve Fund to reduce a Revenue A Notes Interest Deficiency (see 19.10.8 <i>Reduction of Revenue A Notes Interest Deficiency</i>) (and the availability of Available Revenue Funds and Available Principal Funds to replenish the Liquidity Reserve Fund), and • in respect of the Rated Notes (see 6.1.27 <i>Note Ratings</i>) while in the Most Senior Tranche prior to an Acceleration Date, the availability of Available Principal Funds to reduce a Revenue Senior Rated Notes Interest Deficiency (see 19.10.10 <i>Reduction of Revenue Senior Rated Notes Interest Deficiency</i>).
Redemption provisions	<p>Information on any optional and mandatory redemption of the Notes is summarised in 6.2.7 <i>Redemption</i> and set out in full in Note Base Condition 6 <i>Redemption, purchase and cancellation</i> as amended and supplemented by the relevant Note Specified Terms set out in 6.1 <i>Note Specified Terms</i>.</p>
Benchmark administrator	<p>Amounts payable on the Floating Rate Notes are calculated by reference to EURIBOR, provided by the European Money Markets Institute. As at the date of this Prospectus, the European Money Markets Institute appears on the register of administrators and benchmarks established and maintained by ESMA in accordance with the Benchmarks Regulation (see further 4.1.7(c) <i>Regulation of benchmarks</i>).</p>
Credit rating agencies	<p>S&P and KBRA are the Rating Agencies in relation to this Transaction and, as at the date of this Prospectus, each is a credit rating agency established in the European Union and registered under the EU Credit Rating Agencies Regulation. The ratings that S&P is expected to assign to the Rated Notes on or before the Closing Date will be endorsed by S&P Global Ratings UK Limited, which is established in the United Kingdom and registered under the UK Credit Rating Agencies Regulation. The ratings that KBRA is expected to assign to the Rated Notes on or before the Closing Date will be endorsed by Kroll Bond Rating Agency UK Limited, which is established in the United Kingdom and registered under the UK Credit Rating Agencies Regulation. See further 3.1 <i>Table of Transaction Parties</i> below and 21.9 <i>Rating Agencies</i> below.</p>
Credit ratings	<p>Ratings are expected to be assigned by the Rating Agencies to the Rated Notes (see 6.1.27 <i>Note Ratings</i>) as set out above on or before the Closing Date. The ratings expected to be assigned to the Rated Notes on or before the Closing Date by each Rating Agency address, among other things: (a) in respect of the A Notes, the likelihood of timely payment of interest and ultimate payment of principal due to Noteholders by a date that is not later than the Final Maturity Date in respect of the A Notes, and (b) in respect of the other Rated Notes, the likelihood of ultimate payment of interest and ultimate payment of principal due to Noteholders by a date that is not later than the Final Maturity Date in respect of those other Rated Notes (excluding any amounts in respect of Note WAC Amount Outstanding in respect of the WAC Notes).</p>

Payments of additional amounts in respect of Note WAC Amount Outstanding in respect of the WAC Notes (see 6.1.2 *Classes of Notes*) are not rated and the ratings assigned by the Rating Agencies in respect of the WAC Notes do not address the likelihood of receipt of any additional amounts in respect of amounts in respect of Note WAC Amount Outstanding.

The RF Notes, the Z1 Notes, the Z2 Notes and the X Notes (the **Unrated Notes**) will not be rated.

The assignment of ratings to the Rated Notes reflects the views of the relevant Rating Agency and is not a recommendation to invest in the Rated Notes or to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the relevant Rating Agency. Any rating assigned to the Notes may be revised or withdrawn at any time. See further 4.1.15 *Ratings of the Notes*.

Eurosystem eligibility The Notes are intended to be held in a manner which would allow Eurosystem eligibility. This means that the Notes are intended upon issue to be deposited with one of the International Central Securities Depositories, as common safekeeper, and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria. See further 4.6.6 *Eurosystem eligibility*.

Retention undertakings The Risk Retention Holder will undertake to the Issuer and the Note Trustee (for the benefit of Holders of the Notes), that it will retain on an ongoing basis a material net economic interest of not less than 5% in respect of the Transaction in accordance with Article 6(1) of the EU Securitisation Regulation and, subject to the Restricted Basis (see 21.1.3 *Basis of and limitations applicable to compliance with UK Securitisation Framework*), UK SECN 5.2.1R and Article 6(1) of Chapter 2 of, together with Chapter 4 of, the UK PRA SR. At the Closing Date, such interest will consist of the Risk Retention Holder holding and retaining the first loss tranche and other tranches having the same or a more severe risk profile than those transferred or sold to investors and not maturing any earlier than those transferred or sold to investors, so that the retention equals in total not less than 5% of the nominal value of the securitised exposures in accordance with Article 6(3)(d) of the EU Securitisation Regulation and, subject to the Restricted Basis, UK SECN 5.2.8R(1)(d) and Article 6(3)(d) of Chapter 2 of the UK PRA SR by holding and retaining Z1 Notes having an Note Initial Principal Amount of at least EUR 12,204,000 and all of the Z2 Notes, together being 5% of the aggregate Mortgage Principal Balance of all Mortgages in the Portfolio as at the Closing Date. See further 21.2 *EU and UK risk retention requirements*.

The Risk Retention Holder, as a 'sponsor' for the purposes of the U.S. Retention Rules, intends to satisfy the requirements of the U.S. Retention Rules by acquiring on the Closing Date and retaining, either directly and/or through one of its majority owned affiliates, the U.S. Retained Interest which comprises not less than 5% of the credit risk of the 'securitized assets' (as defined by the U.S. Retention Rules) of the Issuer in the form of an eligible horizontal residual interest in an amount equal to at least 5% of the fair value of the Notes as determined under U.S. generally accepted accounting principles. As at the Closing Date, the U.S. Retained Interest will be satisfied by the Risk Retention Holder acquiring and, to the extent required, retaining through the Sunset Date Z1 Notes having an Note Initial Principal Amount of at least EUR 15,225,000 and all of the Z2 Notes and the X Notes, in accordance with the U.S. Retention Rules. See further 21.6 *U.S. risk retention*.

Volcker Rule Having made reasonable enquiries, the Issuer is of the view that it is not now, and immediately following the issuance of the Notes and the application of the proceeds thereof it will not be, a 'covered fund' for the purposes of the regulations adopted to implement section 13 of the United States Bank Holding Company Act of 1956, as amended, commonly known as the Volcker Rule. Although other exclusions may be available to the Issuer, this conclusion is based on the determination that the Issuer will satisfy all of the elements required for purposes of the exclusion from registration as an 'investment company' provided by Section 3(c)(5) of the U.S. Investment Company Act. See further 4.6.7 *Certain Volcker Rule considerations*.

Obligations The Notes will be obligations of the Issuer alone and will not be guaranteed by, or be the responsibility of, any other entity. In particular, the Notes will not be obligations of, and will not be guaranteed by, or be the responsibility of, any other Transaction Party or any of such Transaction Party's affiliates.

Significant investor On the Closing Date, a single investor and/or its affiliates will hold more than 75% of the Note Principal Amount Outstanding of the A Notes. As a result, such holder(s), as at the Closing Date, will be able to pass or block Noteholder Extraordinary Resolutions and Noteholder Ordinary Resolutions of the A Notes.

On the Closing Date, a single investor and/or its affiliates will hold more than 50% but less than 75% of the Note Principal Amount Outstanding of the B Notes. As a result, such holder(s), as at the Closing Date, will be able to block Noteholder Extraordinary Resolutions of the B Notes and to pass or block Noteholder Ordinary Resolutions of the B Notes.

On the Closing Date, a single investor and/or its affiliates will hold more than 25% but less than 50% of the Note Principal Amount Outstanding of the B Notes. As a result, such holder(s), as at the Closing Date, will be able to block Noteholder Ordinary Resolutions of the B Notes.

On the Closing Date, a single investor and/or its affiliates will hold more than 50% but less than 75% of the Note Principal Amount Outstanding of the C Notes. As a result, such holder(s), as at the Closing Date, will be able to block Noteholder Extraordinary Resolutions of the C Notes and to pass or block Noteholder Ordinary Resolutions of the C Notes.

On the Closing Date, a single investor and/or its affiliates will hold more than 25% but less than 50% of the

Note Principal Amount Outstanding of the C Notes. As a result, such holder(s), as at the Closing Date, will be able to block Noteholder Ordinary Resolutions of the C Notes.

On the Closing Date, a single investor and/or its affiliates will hold more than 75% of the Note Principal Amount Outstanding of the D Notes. As a result, such holder(s), as at the Closing Date, will be able to pass or block Noteholder Extraordinary Resolutions and Noteholder Ordinary Resolutions of the D Notes.

On the Closing Date, the Risk Retention Holder will hold 100% of the Note Principal Amount Outstanding of each of the E Notes, the F Notes, the RF Notes, the Z1 Notes, the Z2 Notes and the X Notes (including pursuant to the Retention Requirement and U.S. Retention Requirement). As a result, the Risk Retention Holder, as at the Closing Date, will be able to pass or block Noteholder Extraordinary Resolutions and Noteholder Ordinary Resolutions of the E Notes, the F Notes, the RF Notes, the Z1 Notes, the Z2 Notes and the X Notes respectively.

Investment by Seller or its affiliates	The Seller and the Risk Retention Holder and/or any of their respective affiliates may purchase and hold any Notes. On the Closing Date, certain of the Market Notes (see 24.1 <i>Subscription Agreement</i>) may be allocated to affiliates of the Seller and/the Risk Retention Holder.
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1. Important information about this Prospectus

1.1 Prospective investors

1.1.1 Specialist expertise required of prospective investors

The purchase of Notes involves substantial risks and should not be considered except by investors who have the knowledge and experience in financial and business matters and expertise in assessing credit risk necessary to enable them to evaluate the risks, merits and suitability of an investment in the Notes. In addition and in general, investment in the Notes should not be considered except by investors who (among other things):

- have the requisite knowledge and experience in financial and business matters to evaluate the characteristics, risks and suitability of an investment in the Notes in the context of the investor's own circumstances and investment objectives;
- are capable of bearing the economic risk of an investment in the Notes for an indefinite period of time and have sufficient financial means to suffer any potential loss stemming therefrom;
- would enter into and maintain an interest in the Notes for their own account as a buy and hold investment (and not with a view to resale, distribution or other disposition);
- recognise that it may not be possible to make any transfer of the Notes for a substantial period of time, if at all; and
- recognise that, if at any time the Security for the Notes becomes enforceable, the net proceeds of any such enforcement may be insufficient to pay the amounts outstanding in respect of the Notes in full or at all. See further 4 *Risk factors*, Note Base Condition 3 *Status, Security and Priority of Payments* and Note Base Condition 10 *Enforcement by trustees*.

Each of the Issuer and any Joint Lead Manager may, in its discretion, disregard interest shown by a prospective investor even though that investor satisfies the foregoing suitability standards.

1.1.2 Prospective investors to consult and obtain advice

Prospective investors should determine whether an investment in any Notes is appropriate in their particular circumstances and should consult with their legal, business and tax advisers to determine the consequences of an investment in any Notes and to arrive at their own evaluations of the investment.

1.1.3 Prospective investors to consider suitability of investment

Each prospective investor must determine, based on its own independent review and such professional legal, financial, business, tax and other advice as it deems appropriate under the circumstances, whether and to what extent entering into and maintaining an investment by it in the Notes as principal or in a fiduciary capacity:

- is fully consistent with its or, as applicable, each beneficiary's particular financial needs, objectives and condition and circumstances;
- complies and is fully consistent with all laws, regulations and investment policies, guidelines and restrictions applicable to it or, as applicable, each beneficiary;
- has a treatment under any applicable regulatory laws, rules and/or guidance (including, without limitation, risk-based capital or similar rules) which is suitable or appropriate to it or, as applicable, each beneficiary; and
- is a fit, proper, appropriate and suitable investment for it or, as applicable, each beneficiary, notwithstanding the clear and substantial risks inherent in investing in or holding the Notes.

1.1.4 Prospective investors to conduct independent investigation and analysis

Before making an investment decision, prospective purchasers of the Notes should conduct such independent investigation and analysis regarding the Issuer, all other relevant persons, the Security Assets, the Notes, and such market and economic factors as they deem appropriate to evaluate the merits and risks of an investment in the Notes. However, as part of such independent investigation and analysis, prospective purchasers of Notes should also consider carefully, in the light of their own financial circumstances and investment objectives, all the information set forth in this Prospectus.

Moreover, past performance should not be considered a reliable indicator of future performance, and prospective purchasers of the Notes are cautioned that any statements relating to past performance are not

guarantees of performance and involve risks and uncertainties, many of which are beyond the control of the Issuer.

When making a decision whether to make an investment in the Notes, prospective investors should assume that neither the Issuer nor any Transaction Party (nor any person associated with any of them) has conducted or will conduct any investigation regarding the financial condition or affairs of the Issuer or any other entity, the Security Assets, the creditworthiness of any obligor in respect of the Security Assets and the validity or the enforceability of the Security Assets. Neither the Issuer, nor any Transaction Party nor any affiliate of any of them or any other person on its or their behalf makes any representation as to the credit quality of any of the Security Assets. Any information obtained from any Noteholder by any of such persons relating in any way to the credit quality of the Security Assets is not, and shall not be subject to, any duty of confidentiality by the recipient.

1.1.5 **Limited purpose of Prospectus and not a recommendation**

Neither this Prospectus nor any other information supplied in connection with the Transaction, is intended to provide the basis of any credit or risk evaluation and should not be considered as a recommendation by the Issuer or any Transaction Party that any recipient of this Prospectus or any other information should subscribe or purchase the Notes.

1.1.6 **Prospective investors responsible for their own taxes**

Each Noteholder will be solely responsible for any and all taxes of any jurisdiction or governmental or regulatory authority, including, without limitation, any state or local taxes or other like assessment or charges that may be applicable to any payment to it in respect of the Notes. Neither the Issuer nor any other person will pay any additional amounts to Noteholders to reimburse them for any tax, assessment or charge required to be withheld or deducted from payments in respect of the Notes by the Issuer, by the Note Registrar or by the Principal Paying Agent in respect of the Notes or in respect of any payments to be received by the Issuer in respect of the relevant Security Assets.

1.2 **Availability of information for inspection**

1.2.1 **Transaction Information Website**

Transaction Information Website means at any time the website used by the Issuer at that time for making available for inspection online and/or publishing certain information relating to the Issuer and the Transaction. Each Transaction Information Website and the contents available on it do not form part of this Prospectus and are not incorporated by reference into, and do not form part of the information provided for the purposes of, this Prospectus and disclaimers may be posted with respect to the information posted thereon. Registration may be required for access to the Transaction Information Website and persons wishing to access the information on the Transaction Information Website will be required to certify that they are entitled to access the information posted thereon. As at the date of this Prospectus, the Transaction Information Website is <https://euroabs.com>.

1.2.2 **Information available for inspection**

From the date of this Prospectus and throughout the period in which any Notes are outstanding, this Prospectus shall be available in electronic form which may be viewed free of charge on the website of the regulated market of the London Stock Exchange at:

<https://www.londonstockexchange.com/news?tab=news-explorer>,

and may also be viewed on the website of the United Kingdom's National Storage Mechanism at:

<https://data.fca.org.uk/#/nsm/nationalstoragemechanism>.

For the life of this Prospectus and the period in which any Notes remain outstanding, a copy of:

- this Prospectus;
- the Memorandum and Articles of Association of the Issuer;
- each Investor Information Pack referred to in 1.2.3 *Post issuance transaction reporting*);
- the most recently published annual and (if any) interim financial statements of the Issuer from time to time, when available; and
- each Transaction Document (redacted as appropriate and as permitted by applicable law and regulation and excluding the Subscription Agreement and the EUFASF Subscription Terms referred to in the Subscription Agreement) as relevant to such Notes,

(to the extent that they relate to the Issuer and unless such documents have been modified or superseded):

- may be inspected online at the Transaction Information Website; and
- will be available in physical form from the Closing Date during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted) for inspection at and collection of copies from the Note Registrar Specified Office (see 6.1.29 *Specified Offices*) and the registered office of the Issuer (being 38/39 Fitzwilliam Square West, Dublin 2, D02 NX53, Ireland at the date of this Prospectus).

1.2.3 **Post issuance transaction reporting**

The Issuer will, from the Closing Date until the redemption in full of the last outstanding Notes, provide ongoing post-issuance information reporting in the form of a monthly information pack (the **Investor Information Pack**) which will include:

- (a) the information required to be disclosed in accordance with the Issuer's obligations under the Transparency Rules as set out in the Subordinated Note Facility Agreement and as referred to in 21.3 *EU and UK transparency and reporting requirements*, including:
 - a monthly Investor Report, prepared by the Cash Administrator, detailing, among other things, certain aggregated loan data in relation to the Portfolio and amounts paid by the Issuer pursuant to the Priority of Payments in respect of the relevant period and required counterparty information; and
 - a monthly Loan-by-Loan Report, prepared by the Mortgage Administrator, containing certain anonymised loan-by-loan information in relation to each Mortgage Loan in the Portfolio; and
- (b) the information required to be disclosed in accordance with the Risk Retention Holder's obligations under the Retained Interest as set out in the Subordinated Note Facility Agreement in respect of the Retained Interest as referred to in 21.2.2 *EU and UK risk retention undertakings*.

Each Investor Information Pack will be accessible via the Transaction Information Website (see 1.2.2 *Information available for inspection*) in electronic form for investors, potential investors and firms that generally provide services to investors, subject to the terms and conditions set out therein and will be provided to the Issuer, the Security Trustee, the Framework Administrator, the Mortgage Administrator, the Noteholders and the Rating Agencies, in each case on or before the 1st Business Day after each Payments Date.

Each Investor Information Pack will also be submitted to the EU Information Repository (see 21.3.2 *Compliance with Transparency Rules*).

1.2.4 **Basis of provision and access to information**

The Investor Information Packs and the content of the Transaction Information Website (see 1.2.2 *Information available for inspection*) and the EU Information Repository (see 21.3.2 *Compliance with Transparency Rules*) do not form part of this Prospectus or any other Prospectus and are not incorporated by reference into, and do not form part of the information provided for the purposes of, this Prospectus and disclaimers may be posted with respect to the information posted thereon. Registration may be required for access to the Transaction Information Website and the EU Information Repository and persons wishing to access the information on the Transaction Information Website and/or the EU Information Repository will be required to certify that they are entitled to access the information posted thereon.

1.3 **Responsibility and representations**

1.3.1 **Responsibility of the Issuer**

This Prospectus has been prepared for the purpose of providing information with regard to the Issuer and, the Notes. The Issuer accepts responsibility for the information contained in this Prospectus. To the best of the Issuer's knowledge, the information contained in this Prospectus is in accordance with the facts and this Prospectus makes no omission likely to affect its import. Any information sourced from third parties contained in this Prospectus has been accurately reproduced (and is clearly sourced where it appears in this Prospectus) and, as far as the Issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

1.3.2 **Limited responsibility statements by certain other parties**

Specified Entity	Specified Sections of this Prospectus
Pepper Finance Corporation (Ireland) DAC	4.4.9 <i>Historical Under-charging Event by the Mortgage Administrator.</i> 10.2 <i>Pepper Finance Corporation (Ireland) DAC.</i>
BNP Paribas	10.3 <i>BNP Paribas.</i>
U.S. Bank Trustees Limited	10.4 <i>U.S. Bank Trustees Limited.</i>
U.S. Bank Global Corporate Trust Limited	10.5 <i>U.S. Bank Global Corporate Trust Limited.</i>
U.S. Bank Europe DAC	10.6 <i>U.S. Bank Europe DAC.</i>
Porta Falsa DAC	10.7 <i>Porta Falsa DAC.</i>
Continental Structured Ventures, Ltd.	10.8 <i>Continental Structured Ventures, Ltd..</i>
Law Debenture (Ireland) Limited	10.9 <i>Law Debenture (Ireland) Limited.</i>

In relation to each person listed in the *Specified Entity* column of the above table (the relevant **Specified Entity**):

- that Specified Entity accepts responsibility for the information set out in each section (each a **Specified Section** in relation to that Specified Entity) of this Prospectus having the heading indicated adjacent to that Specified Entity's name in the *Specified Sections of this Prospectus* column of the above table;
- to the best of the knowledge of that Specified Entity, the information contained in each Specified Section in respect of that Specified Entity is in accordance with the facts and each Specified Section in respect of that Specified Entity makes no omission likely to affect its import; and
- no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by any Specified Entity as to the accuracy or completeness of any information contained in this Prospectus (other than each Specified Section in respect of that Specified Entity) or any other information supplied in connection with the Notes or their distribution.

1.3.3 **No responsibility of or representations by other persons**

The information contained in this Prospectus has not been separately verified by any Transaction Party. Except as stated in 1.3.1 *Responsibility of the* and 1.3.2 *Limited responsibility statements by certain other parties*, no Transaction Party makes any representation, recommendation or warranty, express or implied, or accepts any responsibility with respect to the accuracy, adequacy, reasonableness or completeness of any of the information in this Prospectus or in any further information which may at any time be supplied by the Issuer in connection with the Notes.

1.3.4 **Not to rely on unauthorised information and representations**

No person has been authorised to give any information or to make representations other than those contained in this Prospectus in connection with the issue or sale of the Notes and, if given or made, such information or representations must not be relied upon as having been authorised by the Issuer, the directors of the Issuer or by any Transaction Party.

1.4 **No assurance of continuing accuracy**1.4.1 **Information and matters described in Prospectus may change**

Neither the delivery of this Prospectus nor any sale made in connection with this Prospectus shall, under any circumstances, constitute a representation or create any implication that there has been no change in the information in this Prospectus or the affairs or condition of the Issuer since the date upon which this Prospectus have been most recently issued, amended or supplemented or that any other information supplied in connection with the Transaction is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in this Prospectus.

1.4.2 **No duty of any Transaction Party to review or update information**

No Transaction Party undertakes to, and no Transaction Party shall have any responsibility or duty to, investigate or review any of such information, affairs or condition, to keep any of such information, affairs or condition under review or to provide any investor or prospective investor in the Notes, with any information in relation to such information, affairs or condition or to advise as to the attendant risks.

1.4.3 No duty of any Transaction Party to notify investors of other information

Any Transaction Party may have acquired, or during the term of the Notes may acquire, non-public information with respect to the affairs or condition of the Issuer (including, without limitation, the Notes or the Security Assets). No Transaction Party is under any obligation to make such information available to Noteholders or to notify or advise any investor or prospective investor in the Notes in respect of such information or any other matter.

1.5 Forward-looking statements

Certain statements contained in this Prospectus are forward-looking statements within the meaning of Section 27A of the U.S. Securities Act and Section 21E of the U.S. Exchange Act. Such forward-looking statements may be identified by reference to a future period or periods and the use of forward-looking terminology such as 'may', 'will', 'could', 'believes', 'expects', 'estimates', 'anticipates', 'continues', 'intends', 'plans' or, in each case, their negative or other variations or comparable terminology.

Such forward-looking statements appear in a number of places throughout this Prospectus and involve:

- significant assumptions and subjective judgments by the Issuer that may not prove to be correct; and
- known and unknown risks, uncertainties and other important factors,

that could cause the actual results and performance of the Notes, the Issuer, other Transaction Parties and/or the Irish residential mortgage industry to differ materially from any future results or performance expressed or implied in the forward-looking statements.

In addition, even if the results and performance of the Notes, the Issuer, other Transaction Parties and/or the UK residential mortgage industry, are consistent with the forward-looking statements set out in this Prospectus, those results or developments may not be indicative of results or developments in subsequent periods.

Any forward-looking statements which are made in this Prospectus speak only as of the date of such statements and are not guarantees of future performance. Actual results, performance or achievements could differ materially from the results expressed or implied by these forward-looking statements. Factors that could cause or contribute to such differences include those discussed in 4 *Risk factors*. These factors should not be construed as exhaustive and should be read in conjunction with the other cautionary statements in this Prospectus.

Neither the Issuer nor any Transaction Party intends, or has or assumes any obligation, to revise the forward-looking statements included in this Prospectus to reflect any future events or circumstances.

Neither the Issuer nor any other Transaction Party has attempted to verify any forward-looking statements, nor does it make any representations, express or implied, with respect thereto. Prospective purchasers should therefore not place undue reliance on any of the forward-looking statements.

1.6 Statistical Information

This Prospectus also contains certain tables and other statistical analyses (the **Statistical Information**) which have been prepared in reliance on information provided by the Issuer. Numerous assumptions have been used in preparing the Statistical Information, which may or may not be reflected in the material. As such, no assurance can be given as to the Statistical Information's accuracy, appropriateness or completeness in any particular context, or as to whether the Statistical Information and/or the assumptions upon which it is based reflect present market conditions or future market performance.

The Statistical Information should not be construed as either projections or predictions or as legal, tax, financial or accounting advice. The average life of or the potential yields on any security cannot be predicted, because the actual rate of repayment on the underlying assets, as well as a number of other relevant factors, cannot be determined. No assurance can be given that the assumptions on which the possible average lives of or yields on the securities are made will prove to be realistic.

Neither the Issuer nor any other Transaction Party has attempted to verify any Statistical Information, nor does it make any representations, express or implied, with respect thereto. Prospective purchasers should therefore not place undue reliance on any of the Statistical Information.

1.7 Restrictions must be ascertained and observed

1.7.1 Investors or prospective investors to ascertain applicable restrictions

The distribution of this Prospectus and the offering or sale of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required by the Issuer and each Transaction Party to inform themselves about and to observe any such restrictions.

1.7.2 Restriction on use of Prospectus in certain jurisdictions

This Prospectus does not constitute and may not be used for the purposes of any offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation and, except as expressly indicated otherwise in this Prospectus, no action is being taken to permit an offering of the Notes or the distribution of this Prospectus in any jurisdiction where such action is required.

1.7.3 Restrictions on types of transactions and investors

Certain restrictions on offers and sales of the Notes and on distribution of this Prospectus are referred to in 24.2 *Selling restrictions*.

Each initial and subsequent purchaser of Notes will be deemed, by its acceptance of such Notes to have made certain acknowledgements, representations and agreements intended to restrict the resale or other transfer thereof as set forth therein and described in this Prospectus and, in connection therewith, may be required to provide confirmation of its compliance with such resale or other transfer restrictions in certain cases. For a description of certain restrictions on resales and transfers, see 25 *Transfer Regulations*.

The Issuer and the Joint Lead Managers reserve the right to reject any offer to purchase the Notes, in whole or in part, for any reason.

1.7.4 No reliance by investors or prospective investors

A prospective investor may not rely on the Issuer, any Transaction Party or any affiliate of any of them or any other person acting on its or their behalf (and none of them assumes responsibility to or shall be liable to any such investor) in connection with its determination as to the legality or lawfulness of the acquisition of the Notes by such investor, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates (if different), or for compliance by that prospective purchaser with any law, regulation or regulatory policy applicable to it, or as to the other matters referred to in 1.1 *Prospective investors*.

1.7.5 Product governance target market

(a) EU MiFID II product governance - Professional investors and ECPs only target market

In addition to what is indicated in the next paragraph, solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that:

- the target market for the Notes is 'eligible counterparties' and 'professional clients', each as defined in EU MiFID II; and
- all channels for distribution of the Notes to such 'eligible counterparties' and 'professional clients' are appropriate.

Any person subsequently offering, selling or recommending the Notes (a **distributor**) should take into consideration the manufacturers' target market assessment; however, a distributor subject to EU MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

(b) UK MiFIR product governance - Professional investors and ECPs only target market

In addition to what is indicated in the preceding paragraph, solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that:

- the target market for the Notes is 'eligible counterparties', as defined in the FCA Handbook Conduct of Business Sourcebook (COBS), and 'professional clients', as defined in Article 2(1)(13A) of UK MiFIR; and
- all channels for distribution of the Notes to such 'eligible counterparties' and 'professional clients' are appropriate.

Any distributor should take into consideration the manufacturers' target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

1.8 Further restrictions regarding the United States

1.8.1 No registration made or approval obtained under United States laws

The Notes have not been, and will not be, registered under the U.S. Securities Act or the securities laws or "blue sky" laws of any state or other jurisdiction of the United States or any other relevant jurisdiction and the Notes are subject to U.S. tax law requirements.

The Issuer has not been and will not be registered under the U.S. Investment Company Act and, subject to certain exceptions, the Notes may not be offered, sold, pledged, delivered or otherwise transferred within the United States or to, or for the account or benefit of, a U.S. person (as defined in Regulation S) unless registered under the U.S. Securities Act, or pursuant to an exemption from or in a transaction not subject to, the registration requirements of the U.S. Securities Act and applicable state or local securities laws of the United States.

The Notes have not been approved or disapproved by the United States Securities and Exchange Commission (the SEC), any state securities commission in the United States or any other U.S. regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of this offering or the accuracy or adequacy of this Prospectus. Any representation to the contrary is a criminal offence in the United States.

1.8.2 Offerings in reliance on Regulation S and Rule 144A

The Rule 144A Notes are only being offered and sold:

- in the United States or to or for the benefit of U.S. persons who are Qualified Institutional Buyers purchasing for their own account or one or more accounts with respect to which they exercise sole investment discretion, each of which is a Qualified Institutional Buyer, in each case in reliance on an exemption from the registration requirements of the U.S. Securities Act provided by Rule 144A or pursuant to another available exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act, or
- outside the United States in reliance on Regulation S to non-U.S. Persons in offshore transactions (as defined in Regulation S).

The Rule 144A Notes are subject to restrictions on transferability and resale and may not be transferred or resold except (a) as permitted under the U.S. Securities Act in accordance with Rule 144A and Regulation S and (b) pursuant to the requirements of, or an exemption under, applicable U.S. state securities laws.

This Prospectus does not constitute an offer to any person in the United States or to any U.S. Person, other than any Qualified Institutional Buyer to whom an offer has been made directly by any Joint Lead Manager or any Joint Lead Manager's U.S. broker-dealer affiliate. Distribution of this Prospectus to any U.S. Person, other than a Qualified Institutional Buyer and those persons, if any, retained to advise such Qualified Institutional Buyer with respect thereto, is unauthorised and prohibited, and any disclosure without the prior written consent of the Issuer of any of its contents to any U.S. Person, other than a Qualified Institutional Buyer and those persons, if any, retained to advise such Qualified Institutional Buyer, is prohibited.

Except for any Rule 144A Notes, all Notes are being offered solely outside the United States in reliance on Regulation S to non-U.S. Persons in offshore transactions (as defined in Regulation S).

1.8.3 Available information for resale of Rule 144A Notes

In compliance with Rule 144A with respect to the sale, resale or other transfer of the Rule 144A Notes, for so long as the Rule 144A Notes remain outstanding and are 'restricted securities' within the meaning of Rule 144(a)(3) under the U.S. Securities Act, the Issuer will be required to furnish, upon request of a holder of such Rule 144A Note, or any beneficial owner therein or any prospective purchaser thereof, to such holder or beneficial owner and any prospective purchaser designated by such holder or beneficial owner, the information required to be delivered under Rule 144A(d)(4) under the U.S. Securities Act if, at the time of the request, the Issuer is neither a reporting company under Section 13 or Section 15(d) of the U.S. Exchange Act, nor exempt from reporting pursuant to Rule 12g3-2(b) under the U.S. Exchange Act.

1.8.4 **Certain aspects relating to enforcement action against the Issuer in the United States**

The Issuer is a designated activity company limited by shares incorporated in Ireland (see 10.1 *Aran Funding 2025-1 DAC*). All of the Issuer's assets are located outside the United States. None of the officers and directors of the Issuer are residents of the United States. As a result, it may not be possible for investors to effect, within the United States, service of process upon the Issuer or any such person not residing in the United States or to enforce against them judgments of courts of the United States (including, without limitation, where predicated upon the civil liability provisions of securities laws of the United States).

1.8.5 **Information as to placement within the United States**

This Prospectus has been prepared by the Issuer solely for use in connection with the issue of the Notes. This Prospectus is personal to each prospective investor to whom it has been delivered by the Issuer, the Joint Lead Managers or any of their respective affiliates and does not constitute an offer to any other person or to the public generally to subscribe for or otherwise acquire the Notes. Distribution of this Prospectus in the United States to any persons other than the prospective investors and those persons, if any, retained to advise such offerees with respect thereto is unauthorised, and any disclosure of any of its contents, without the prior written consent of the Issuer, is prohibited.

Notwithstanding the foregoing, each prospective investor (and each employee, representative or other agent of each prospective investor) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of an investment in the Notes and all materials of any kind (including opinions or other tax analyses) that are provided to the prospective investor relating to such tax treatment and tax structure. For these purposes, the tax treatment of an investment in the Notes means the purported or claimed United States federal income tax treatment of an investment in the Notes. Moreover, the tax structure of an investment in the Notes includes any fact that may be relevant to understanding the purported or claimed United States federal income tax treatment of an investment in the Notes.

1.9 **Limited services of Arranger and the Joint Lead Managers**

The Arranger and the Joint Lead Managers are each authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority in the United Kingdom.

None of the Arranger or the Joint Lead Managers is acting for any actual or prospective holders of Notes, and are neither advising nor treating as a client any actual or prospective holders of Notes and will not be responsible to anyone other than the Issuer for providing the protections afforded to its clients nor for providing the services in relation to the offering described in, or any transaction or arrangement referred to in, this Prospectus.

None of the Arranger or the Joint Lead Managers nor any of their respective affiliates has authorised the content of, or any part of, this Prospectus.

1.10 **Interpretation and diagrams**

1.10.1 **Defined terms**

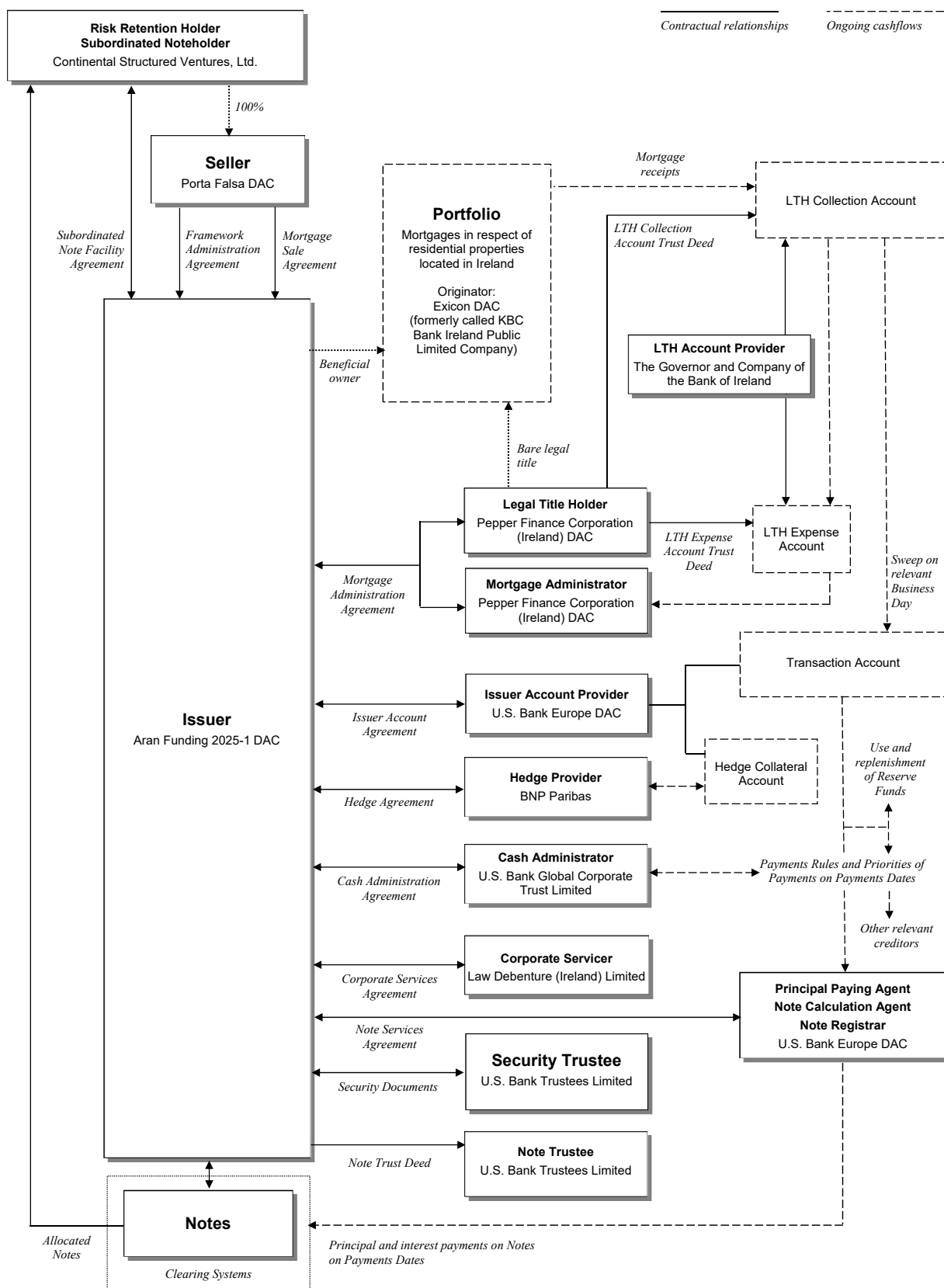
Please refer to 27 *Index of definitions* to find the page in this Prospectus on which a capitalised term is defined.

1.10.2 **Headings and diagrams**

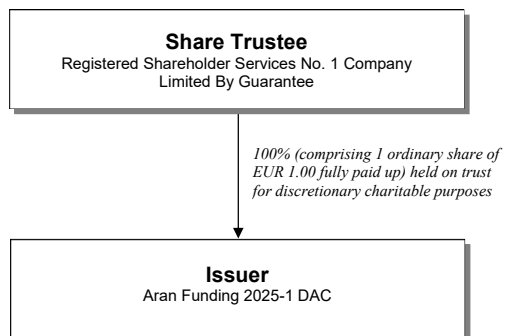
Each heading and diagram appearing in this Prospectus may not be complete or contain all details and is only for the purpose of providing an overview. Each heading and diagram must be read in conjunction with, and is qualified in its entirety by, the detailed information presented elsewhere in this Prospectus.

The following diagram is intended to provide an overview of the structure, main parties and ongoing cashflows in relation to the Transaction:

The following diagram is intended to provide an overview of the structure, main parties and ongoing cashflows in relation to the Transaction:



The following diagram shows the corporate structure of the Issuer (see 10.1 (*Aran Funding 2025-1 DAC*) below):



3. Transaction Parties on the Closing Date

3.1 Table of Transaction Parties

The persons who are party to the applicable Transaction Documents (each a **Transaction Party**) comprise:

Party	Name and address	Document under which appointed / Further Information
Issuer	Aran Funding 2025-1 DAC 38/39 Fitzwilliam Square West, Dublin 2, D02 NX53, Ireland	See further 10.1 <i>Aran Funding 2025-1 DAC</i> .
Seller	Porta Falsa DAC 8-34 Percy Place, Percy Exchange, Dublin 4, D04 P5K3, Ireland	Mortgage Sale Agreement. See further 10.7 <i>Porta Falsa DAC</i> and 11.2.1 <i>Mortgage Sale Agreement</i> below.
Legal Title Holder	Pepper Finance Corporation (Ireland) DAC 4th Floor, Two Park Place, Upper Hatch Street, Dublin 2, Ireland	Mortgage Administration Agreement. See further 10.2 <i>Pepper Finance Corporation (Ireland) DAC</i> , 11.3 <i>Legal title to the Portfolio</i> and 14.2 <i>Mortgage Administration Services</i> .
Mortgage Administrator	Pepper Finance Corporation (Ireland) DAC 4th Floor, Two Park Place, Upper Hatch Street, Dublin 2, Ireland	Mortgage Administration Agreement. See further 10.2 <i>Pepper Finance Corporation (Ireland) DAC</i> and 14.2 <i>Mortgage Administration Services</i> .
Cash Administrator	U.S. Bank Global Corporate Trust Limited 125 Old Broad Street, Fifth Floor, London, EC2N 1AR, United Kingdom	Cash Administration Agreement. See further 10.5 <i>U.S. Bank Global Corporate Trust Limited</i> and 14.4 <i>Cash Administration Services</i> .
Issuer Account Provider	U.S. Bank Europe DAC Block F1, Cherrywood Business Park, Cherrywood, Dublin 18, D18 W2X7, Ireland	Issuer Account Agreement. See further 10.6 <i>U.S. Bank Europe DAC</i> and 14.3 <i>Issuer Account Services</i> .
Note Registrar, Principal Paying Agent and Note Calculation Agent	U.S. Bank Europe DAC Block F1, Cherrywood Business Park, Cherrywood, Dublin 18, D18 W2X7, Ireland	Note Services Agreement. See further 10.6 <i>U.S. Bank Europe DAC</i> and 14.5 <i>Note Services</i> .
Framework Administrator	Porta Falsa DAC 8-34 Percy Place, Percy Exchange, Dublin 4, D04 P5K3, Ireland	Framework Administration Agreement. See further 10.7 <i>Porta Falsa DAC</i> and 14.7 <i>Framework Administration Services</i> .
Corporate Servicer	Law Debenture (Ireland) Limited 38/39 Fitzwilliam Square West, Dublin 2, D02 NX53, Ireland	Corporate Services Agreement. See further 10.9 <i>Law Debenture (Ireland) Limited</i> and 14.6 <i>Corporate Services</i> .
Share Trustee	Registered Shareholder Services No. 1 Company Limited By Guarantee 38/39 Fitzwilliam Square West, Dublin 2, D02 NX53, Ireland	Corporate Services Agreement and Share Trust Deed. See further 10.1.1(b) <i>Share capital of the Issuer held by a charitable trust</i> below and 14.6 <i>Corporate Services</i> .
Hedge Provider	BNP Paribas 16, boulevard des Italiens, 75009 Paris, France	Hedge Agreement. See further 10.3 <i>BNP Paribas</i> and 18.8.1 <i>Hedge Agreement</i> below.
Subordinated Noteholder	Continental Structured Ventures, Ltd. c/o Waystone, Suite 5B201, 2nd Floor, One Nexus Way, PO Box 1344, Camana Bay, Grand Cayman KY1-1108, Cayman Islands	Subordinated Note Facility Agreement. See further 10.8 <i>Continental Structured Ventures, Ltd.</i> and 18.5 <i>Subordinated Note Facility Agreement</i> below.

Party	Name and address	Document under which appointed / Further Information
Portfolio Purchase Option Holder	Continental Structured Ventures, Ltd. c/o Waystone, Suite 5B201, 2nd Floor, One Nexus Way, PO Box 1344, Camana Bay, Grand Cayman KY1-1108, Cayman Islands	Portfolio Purchase Option Deed. See further 15.5.1 <i>Grant of Portfolio Purchase Option</i> .
Risk Retention Holder	Continental Structured Ventures, Ltd. c/o Waystone, Suite 5B201, 2nd Floor, One Nexus Way, PO Box 1344, Camana Bay, Grand Cayman KY1-1108, Cayman Islands	Subscription Agreement. See further 10.8 <i>Continental Structured Ventures, Ltd.</i> and 24.1 <i>Subscription Agreement</i> .
Security Trustee	U.S. Bank Trustees Limited 125 Old Broad Street, Fifth Floor, London EC2N 1AR, United Kingdom	Irish Security Deed, English Security Deed and Security Intercreditor Deed. See further 10.4 <i>U.S. Bank Trustees Limited</i> and 20 <i>Security and intercreditor arrangements</i> .
Note Trustee	U.S. Bank Trustees Limited 125 Old Broad Street, Fifth Floor, London EC2N 1AR, United Kingdom	Note Trust Deed. See further 10.4 <i>U.S. Bank Trustees Limited</i> and 15.6 <i>Limited role and liability of Note Trustee</i> .
Arranger	Morgan Stanley & Co. International plc 25 Cabot Square, Canary Wharf, London E14 4QA, United Kingdom	Subscription Agreement. See further 24.1 <i>Subscription Agreement</i> .
Joint Lead Managers	Citigroup Global Markets Limited Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB	Subscription Agreement. See further 24.1 <i>Subscription Agreement</i> .
	Morgan Stanley & Co. International plc 25 Cabot Square, Canary Wharf, London E14 4QA, United Kingdom	Subscription Agreement. See further 24.1 <i>Subscription Agreement</i> .

3.2 Table of other relevant persons

The following are not Transaction Parties but are, to the extent indicated in this Prospectus, relevant to the Notes:

Person	Name and address	Further Information
LTH Account Provider	The Governor and Company of the Bank of Ireland 40 Mespil Road, Dublin 4, Ireland	See further 18.9.1 <i>LTH Accounts</i> below.
Rating Agencies	Kroll Bond Rating Agency Europe Limited 2nd Floor, One George's Quay Plaza, George's Quay, Dublin 2, D02 E440, Ireland, and S&P Global Ratings Europe Limited Fourth Floor, Waterways House, Grand Canal Quay, Dublin 2, Ireland	See further 6.1.27 <i>Note Ratings</i> , 18.10 <i>Arrangements relating to Note Ratings</i> and 21.9 <i>Rating Agencies</i> .
Clearing Systems	Clearstream Banking, S.A. 42 Avenue JF Kennedy, L-1855 Luxembourg, and Euroclear Bank SA/NV 1 Boulevard du Roi Albert II, 1210, Brussels, Belgium	See further 6.1.24 <i>Clearance / settlement</i> and 15.3 <i>Notes held in a Clearing System</i> .

Person	Name and address	Further Information
FCA (as the United Kingdom's securities regulator)	Financial Conduct Authority as competent authority under the UK Prospectus Regulation 12 Endeavour Square, London E20 1JN	The Financial Conduct Authority as competent authority under the UK Prospectus Regulation has not entered into any appointment in relation to the Transaction. See further <i>Listing</i> on page i and 6.1.23 <i>Application for Listing</i> below.
London Stock Exchange Stock Exchange	London Stock Exchange plc 10 Paternoster Square, London EC4M 7LS	The London Stock Exchange plc has not entered into any appointment in relation to the Transaction. See further <i>Listing</i> on page i and 6.1.23 <i>Application for Listing</i> below.
EU Information Repository	SecRep B.V. Corkstraat 46, 3047 AC, Rotterdam, The Netherlands	See further 6.2.19 <i>Provision of Information to the Noteholders</i> and 21.3.2 <i>Compliance with Transparency Rules</i> .

3.3 Transaction Documents

The main legal documents in relation to the Transaction (the **Transaction Documents**) comprise:

- the Notes (including the Note Conditions) and the Note Trust Deed (see 6.1.1 *Constitution of the Notes*);
- each Security Document (see 20.2.1 *Security Documents*), being:
 - the Irish Security Deed (see 20.2.3 *Irish Security Deed*);
 - the English Security Deed (see 20.2.4 *English Security Deed*);
 - the Security Intercreditor Deed (see 20.1.2 *Security Intercreditor Deed*); and
 - each Security Supplemental Deed (if any) (see 20.2.1 *Security Documents*);
- the Mortgage Sale Agreement (see 11.2.1 *Mortgage Sale Agreement*);
- the Portfolio Purchase Option Deed (see 15.5 *Portfolio Purchase Option and early redemption of the Notes*);
- the Hedge Agreement (see 18.8.1 *Hedge Agreement*);
- each Transaction Services Agreements (see 14.1 *Overview of provision of services to the Issuer*), being:
 - the Mortgage Administration Agreement (see 14.2 *Mortgage Administration Services*);
 - the Issuer Account Agreement (see 14.3 *Issuer Account Services*);
 - the Cash Administration Agreement (see 14.4 *Cash Administration Services*);
 - the Note Services Agreement (see 14.5 *Note Services*);
 - the Corporate Services Agreement (see 14.6 *Corporate Services*); and
 - the Framework Administration Agreement (see 14.7 *Framework Administration Services*);
- the Subscription Agreement (see 24.1 *Subscription Agreement*);
- each LTH Account Trust Deed (see 18.9.1(c) *Security in respect of the LTH Account Trust Deeds*), being:
 - the LTH Collection Account Trust Deed and the LTH Collection Account Trust Accession Deed (see 18.9.1(a) *LTH Collection Account*); and
 - the LTH Expense Account Trust Deed (see 18.9.1(b) *LTH Expense Account*);
- the Subordinated Note Facility Agreement (see 18.5 *Subordinated Note Facility Agreement*).
- the Transaction Deed (see 3.3.1 *Transaction Deed*); and
- the Framework Terms (see 3.3.2 *Framework Terms*).

3.3.1 Transaction Deed

Some of the Transaction Documents will be constituted by the relevant parties entering into a **Transaction Deed** which specifies the terms of the relevant Transaction Document (and all or part of such terms may be incorporated by reference into one or more other documents).

3.3.2 Framework Terms

Most of the Transaction Documents (including the Notes) incorporate by reference the Aran 2025-1 RMBS Framework Terms (the **Framework Terms**) which, among other things, includes definitions of terms and forms of clauses for such purpose. Such definitions are substantially the same as the definitions of the same terms appearing in this Prospectus.

3.3.3 Governing law

Each of the Irish Security Deed, the Mortgage Sale Agreement, the Mortgage Administration Agreement, each LTH Account Trust Deed, the Issuer Account Agreement and the Corporate Services Agreement is or will be governed by Irish law and each of the other Transaction Documents is or will be governed by English law.

4. Risk factors

The following is a description of the principal risks associated with an investment in the Notes. These risk factors are material to an investment in the Notes and in the Issuer. Prospective Noteholders should carefully read and consider all the information contained in this Prospectus, including the risk factors set out in this section, prior to making any investment decision.

The Issuer believes that the risks described, are the material risks inherent in the transaction for Noteholders, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons and the Issuer does not represent that the statements below regarding the risks relating to the Notes are exhaustive. Additional risks or uncertainties not presently known to the Issuer or that the Issuer currently considers immaterial may also have an adverse effect on the Issuer's ability to pay interest, principal or other amounts in respect of the Notes. Prospective Noteholders should read the detailed information set out in this Prospectus and reach their own views, together with their own professional advisers, prior to making any investment decision.

The purchase of Notes involves substantial risks and should not be considered except by investors who have the knowledge and experience in financial and business matters and expertise in assessing credit risk necessary to enable them to evaluate the risks, merits and suitability of an investment in the Notes, see further 1.1 *Prospective investors*.

4.1 Risks relating to certain aspects of the Notes

4.1.1 The Notes are solely the obligations of the Issuer

The Notes will be solely the obligations of the Issuer. The Notes will not be obligations or the responsibility of, or guaranteed by, any person other than the Issuer. Furthermore, no person, other than the Issuer, has, accepts, will have or will accept any liability whatsoever in respect of any failure by the Issuer to pay or discharge any liability in respect of the Notes.

4.1.2 Limited funds available to the Issuer may be insufficient

The ability of the Issuer to meet its obligations (including contingent and future obligations) in relation to the Transaction (including, without limitation, to pay principal of and interest on the Notes and its operating and administration expenses) will be dependent on funds being received under the Security Assets.

In particular, the net sums (if any) realised in respect of the Security Assets following a Security Realisation Date may be insufficient to pay all the amounts outstanding to the Noteholders and the other Security Creditors in accordance with the Payments Rules, or at all.

In such events, any shortfall shall be borne by the Noteholders and other Security Creditors according to the Payments Rules specified in 19 *Payments Rules* and, therefore, in some circumstances investors may lose the value of their entire investment or part of it, as the case may be.

4.1.3 Limited recourse

All amounts, obligations and liabilities due, owing, incurred or payable by the Issuer (whether actual or contingent, present or future, contractual or non-contractual) to a Noteholder from time to time are, and shall continue to be, limited in recourse and immediately with effect from (and including) the occurrence of any Security Post Realisation Date (see 20.3.4 *Security Post Realisation Date*):

- each Noteholder and all other Security Creditors shall cease to have any right or claim against the Issuer in respect of any such amounts, obligations and liabilities; and
- all of such amounts, obligations and liabilities shall be treated as discharged and extinguished in full,

(see Note Base Condition 11.2 *Limited recourse* and 20.1.2 *Security Intercreditor Deed*). In such events, any shortfall shall be borne by the Noteholders and other Security Creditors according to the Payments Rules specified in 19 *Payments Rules* and, therefore, in some circumstances investors may lose the value of their entire investment or part of it, as the case may be.

4.1.4 Limits on action that can be taken against the Issuer and its assets

Only the Security Trustee may pursue the remedies available under the Security Documents and the other Transaction Documents to enforce the rights of the Noteholders and other Security Creditors. None of the Noteholders and other Security Creditors (other than the Security Trustee) shall be entitled to proceed directly against the Issuer or any assets of the Issuer. In particular, it should be noted that:

- neither the Security Trustee nor any Noteholder or other Security Creditor, shall be entitled to petition or take any other step for the winding-up or administration of the Issuer in relation to a shortfall remaining outstanding after the realisation of the Security Assets or in respect of any of the Issuer's other liabilities whatsoever; and
- each Security Creditor agrees that if any amount is received by it (including by way of set-off) in respect of any secured obligation owed to it other than in accordance with the provisions of the Security Intercreditor Deed, then an amount equal to the difference between the amount so received by it and the amount that it would have received had it been paid in accordance with the provisions of the Security Intercreditor Deed shall be received and held by it as trustee for the Security Trustee and shall be paid over to the Security Trustee immediately upon receipt so that such amount can be applied in accordance with the provisions of the Security Intercreditor Deed,

and, in any such circumstances, any shortfall shall be borne by the Noteholders and other Security Creditors according to the Payments Rules specified in 19 *Payments Rules* and, therefore, in some circumstances investors may lose the value of their entire investment or part of it, as the case may be.

4.1.5

Credit risk

The Issuer is subject to the risk of default in payment by the Mortgage Borrowers and the failure by the Transaction Servicers on behalf of the Issuer, to realise or recover sufficient funds under the arrears and default procedures in respect of any Mortgage in order to discharge all amounts due and owing by the relevant Mortgage Borrower(s) under such Mortgage, which may adversely affect payments on the Notes. This risk is mitigated to some extent by certain credit structure features which are described in 18 *Credit structure* and 19 *Payments Rules*. However, no assurance can be made as to the effectiveness of such credit enhancement features, or that such credit structure features will protect the Noteholders from all risk of loss. Should there be credit losses arising in respect of the Mortgages in the Portfolio, this could have an adverse effect on the ability of the Issuer to make payments of interest and/or principal on the Notes.

4.1.6

Interest rate basis risks between the Notes and the Mortgages

As indicated in 11.6.6 *Mortgage Loan Interest Rates*, the Mortgages in the Portfolio include:

- Mortgage Fixed Rate Loans, where the rate of interest cannot be varied during the relevant fixed rate period;
- Mortgage Tracker Rate Loans, where the rate of interest is set at a fixed margin over the relevant specified reference rate from time to time during the tracked rate period; and
- Mortgage Variable Rate Loans, where the rate of interest is variable and is capable of being reset by the Mortgage Administrator on behalf of the Legal Title Holder.

As a result, the Issuer may be exposed to the risk of an adverse interest differential between the rate, accrual and receipt of interest receivable in respect of such Mortgages in the Portfolio, on the one hand, and the rate, accrual and payment of interest payable on the Notes on the other hand (for example, where those Mortgages are fixed rate and those Notes are floating rate and/or *vice versa* and/or where the Mortgages and the Notes have different floating rates which are reset at different times and/or using different methodologies). Any such adverse interest differential could result in the Issuer having insufficient funds to pay amounts due on the Notes or delaying payment of all or part of such amounts (which may in turn reduce the value and/or marketability of the Notes).

Except for the hedging indicated in 18.8 *Hedging of some interest basis risks*, the Issuer will not have entered into, and will not be obliged to or have any duty to enter into, any interest hedging arrangements in relation to the Transaction. Although the Hedge Cap Transaction is intended to provide a degree of hedging for a specified period in relation to interest rate risks exceeding the Hedge Cap Rate, such Hedge Cap Transaction may not provide complete hedging protection in all circumstances. In addition, there is no assurance that such Hedge Cap Transaction will provide the expected hedging protection for the relevant specified period (see 4.4 *Risks relating to other parties*).

As described in 18.8.1 *Hedge Agreement*, the Issuer will enter into the Hedge Cap Transaction governed by the Hedge Agreement with the Hedge Provider on the Closing Date to provide an interest rate cap to hedge against the possible variance (subject to the Hedge Cap Rate) between the rates of interest payable on the Mortgage Loans in the Portfolio and a rate of interest calculated by reference to EURIBOR payable on the Rated Notes during the period from and including the Closing Date to the Payments Scheduled Date falling in October 2037.

The hedging provided by the Hedge Cap Transaction under the Hedge Agreement is calculated by reference to Hedge Notional Amounts set out in the Hedge Notional Amount Schedule (see 18.8.3 *Hedge calculations and payments*).

As such, the aggregate Mortgage Principal Balance of the Mortgage Loans in the Portfolio from time to time may be different from the applicable Hedge Notional Amount at that time and hence there is a potential mismatch from time to time between the Hedge Notional Amount and the Mortgage Principal Balance of the Mortgage Loans in the Portfolio at that time.

The Issuer has not entered into any interest rate swap or other hedging transaction in relation to the Mortgage Loans, which in turn may result in insufficient funds being made available to the Issuer for the Issuer to meet its obligations under the Notes.

As such, the Issuer is subject to the risk of a mismatch between the rate of interest payable in respect of the Mortgage Loans in the Portfolio and the rate of interest payable in respect of the Notes and, as a result, payments on the Notes could be reduced and/or delayed and could ultimately result in losses on the Notes.

4.1.7

Potential change to Reference Rate and Interest Margin and/or how they are determined

As indicated in 6.1.7 *Interest Rate*, EURIBOR is the benchmark Reference Rate to be used in determining the Interest Rate applicable to the Floating Rate Notes.

(a) **Alternatives may be used to determine the Reference Rate**

Note Base Condition 5.3 *Reference Rate* and some of the defined expressions used in that Note Base Condition indicate alternatives to be used in determining the Reference Rate in the event that the applicable EURIBOR rate cannot be determined on an Interest Rate Setting Date. There is no assurance that those alternatives will result in the determination of the Reference Rate on an Interest Rate Setting Date. If so, the Reference Rate on that Interest Rate Setting Date shall be the Reference Rate most recently determined in relation to Notes in relation to a previous Interest Period (see Note Base Condition 5.3 *Reference Rate*).

(b) **Potential for Reference Rate Modification and Interest Margin Modification**

In addition, a Compliance Modification may be proposed under Note Base Condition 14.3 *Compliance Modification* and, upon satisfaction of the applicable conditions, become effective with the result that:

(1) **Potential change to Reference Rate applicable to Notes**

a Reference Rate Modification becomes effective whereby alternative sources, procedures and methodology are to be used to determine a rate (being the relevant Reference Rate Replacement) which is to be used as the Reference Rate in respect of those Notes instead of using the sources, procedures and methodology set out in Note Base Condition 5.3 *Reference Rate* where EURIBOR is the Reference Rate; and

(2) **Potential change to Interest Margin applicable to Notes**

an Interest Margin Modification becomes effective whereby a change is made to the Interest Margin in respect of such Notes solely in relation to and consequential upon a Reference Rate Modification (which, for the avoidance of doubt, may include alternative sources, procedures and a methodology being used to calculate the applicable Interest Margin applicable at specified times and/or an increase or a decrease to the Interest Margin or changing it to 0% per annum) for the purpose of preserving, so far as reasonably and commercially practicable, what would have been the expected floating rate of interest applicable to such Notes had no such Reference Rate Modification been effected; and

(3) **Potential change to rates applicable to Hedge Agreement**

a Hedge Rate Modification becomes effective whereby a change is made to the sources, procedures and methodology to be used to determine the rate (including, for the avoidance of doubt, the floating rate option and any spread rate) used to calculate the amount payable by the Hedge Provider in respect of one or more hedge transactions under that Hedge Agreement and, without limitation, the fallback provisions under the Hedge Agreement arise in relation to the reference rate used to calculate the floating rate payments by the Hedge Provider (e.g. where EURIBOR is discontinued or is otherwise permanently or temporarily unavailable) and reduce the effective level of hedging provided by those payments (including, without limitation, where any Reference Rate Modification has become effective in relation to the Notes which is different to the floating rate option applicable under the fallback provisions under the Hedge Agreement) and, in turn, reduce the amount available to make payments on the Notes.

See also 4.1.17 *Interests of Noteholders may be disregarded in certain circumstances* and 4.1.19 *Modifications, authorisations, waivers and substitution*.

(c) **Regulation of benchmarks**

Various interest rates and other indices which are deemed to be 'benchmarks', including EURIBOR, are the subject of recent national, international and other regulatory reforms and proposals for reform, including the Regulation (EU) No 2016/1011 (the **Benchmarks Regulation**).

Investors should be aware that the Euro risk free-rate working group for the Euro area has published a set of guiding principles and high level recommendations for fallback provisions in, among other things, new Euro denominated cash products (including bonds) referencing EURIBOR. The guiding principles indicate, among other things, that continuing to reference EURIBOR in relevant contracts (without robust fallback provisions) may increase the risk to the Euro area financial system.

These reforms may cause such benchmarks to perform differently than in the past (as a result of a change in methodology or otherwise), disappear entirely, create disincentives for market participants to continue to administer or participate in certain benchmarks or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes referencing such a benchmark.

Under the Benchmarks Regulation, in general, certain requirements will apply with respect to the provision of a wide range of benchmarks, the contribution of input data to a benchmark and the use of a benchmark. In particular, the Benchmarks Regulation, among other things, (1) requires benchmark administrators to be authorised or registered and to comply with extensive requirements in relation to the administration of benchmarks and (2) prevents certain uses by EU-supervised entities of benchmarks that are not authorised or registered.

Such factors may have (without limitation) the following effects on certain benchmarks: (1) discouraging market participants from continuing to administer or contribute to a benchmark; (2) triggering changes in the rules or methodologies used in the benchmark; and/or (3) leading to the disappearance of the benchmark. Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on the Notes.

(d) **Mortgage Tracker Rate Loans which reference a benchmark**

The variable rate in respect of some Mortgage Tracker Rate Loans (see 11.6.6 *Mortgage Loan Interest Rates*) in the Portfolio is set and periodically reset by reference to EURIBOR or another benchmark rate in accordance with the applicable Mortgage Conditions and, if so, whether there is an alternative in the event that EURIBOR or another benchmark rate cannot be so determined in accordance with the applicable Mortgage Conditions at the applicable time.

(e) **The market continues to develop in relation to certain benchmarks as Reference Rates**

Investors should be aware that the market continues to develop in relation to EURIBOR as a benchmark in the capital markets. In particular, market participants and relevant working groups are exploring alternative reference rates based on alternative versions of those benchmarks and/or different benchmarks, including term reference rates (which seek to measure the market's forward expectation of an average benchmark rate over a designated term). As a result, the market or a significant part thereof may adopt alternative versions of those benchmarks and/or different benchmarks that differ significantly from that set out in the conditions and used in relation to Notes that reference EURIBOR as set out in this Prospectus.

Where any of the above circumstances result in a lower Reference Rate being applicable to Notes, that would reduce the amount of interest payable on the Notes than might otherwise have been the case if those circumstances had not arisen (which may in turn reduce the value and/or marketability of the Notes).

Where any of the above circumstances result in:

- a higher Reference Rate being applicable to Notes than might otherwise have been the case if those circumstances had not arisen; and/or
- a lower rate of interest being applicable to a Mortgage in the Portfolio in accordance with the applicable Mortgage Conditions,

that may, in turn, result in an interest differential between the rate and accrual of interest capitalised in respect of such Mortgages in the Portfolio, on the one hand, and the rate, accrual and payment of interest payable on those Notes on the other hand (see further 4.1.6 *Interest rate basis risks between the Notes and*

the Mortgages) which could result in the Issuer having insufficient funds to pay amounts due on the Notes or delaying payment of all or part of such amounts (which may in turn reduce the value and/or marketability of the Notes).

4.1.8 **Deferral of interest payments on the Notes**

If, on any Payments Date, the Issuer has insufficient funds to make payment in full of all amounts of interest (including any accrued interest thereon) payable in respect of the Notes (other than the A Notes), after having paid or provided for items of higher priority in the applicable Priority of Payments, then that amount shall not be due and payable and the Issuer will be entitled to defer payment of that amount (to the extent of the insufficiency) until the following Payments Date or such earlier date as interest in respect of such Class of Notes becomes immediately due and repayable in accordance with the Note Conditions and it shall not constitute a Note Event of Default (see Note Base Condition 5.2(a) *Payment and deferral of Scheduled Interest*). To the extent that there are insufficient funds on the following Payments Date or such earlier date on which the Notes are required to be redeemed in accordance with the Note Conditions, the deferral of interest shall continue until the Final Maturity Date.

4.1.9 **WAC Note Interest Capped Rate and timing of interest rate adjustments may reduce interest payments on the WAC Notes**

The rate of interest payable on the A Notes, the B Notes and the C Notes in respect of each accrual period will be based on a per annum rate equal to the Reference Rate plus the Interest Margin and will not be subject to the WAC Note Interest Capped Rate.

The rate of interest payable on the WAC Notes in respect of each Interest Period will also be based on the lower of (a) the WAC Note Interest Capped Rate and (b) the per annum rate equal to the Reference Rate plus the Interest Margin in relation to those WAC Notes for that Interest Period, and the relevant Interest Amount will be subject to deferral in accordance with Note Base Condition 5.2(a) *Payment and deferral of Scheduled Interest* and will not be subject to a Note Event of Default until the Final Maturity Date or on such date on which the WAC Notes are required to be redeemed in accordance with the Note Conditions.

On each Payments Date, to the extent that the WAC Note Interest Capped Rate has been applied as the Interest Rate for the applicable Interest Period in relation to a Class of WAC Notes (due to the WAC Note Interest Capped Rate being less than the per annum rate equal to the Reference Rate plus the Interest Margin in relation to those WAC Notes for that Interest Period), the holder of those WAC Notes will be entitled to receive on that Payments Date (subject to and in accordance with the applicable Priority of Payments) payment of an additional amount equal to the result of:

- (a) the amount the Scheduled Interest would have been in respect of those WAC Notes for that Interest Period had it been calculated using the per annum rate equal to the Reference Rate plus the Interest Margin in relation to those WAC Notes for that Interest Period,
less
- (b) the Scheduled Interest on those WAC Notes in respect of that Interest Period calculated using the WAC Note Interest Capped Rate.

(see Note Base Condition 5.1(c) *Accrual of Note WAC Additional Amounts*). To the extent that any such additional amount in relation to a WAC Note is not paid on that Payments Date the unpaid amount will be added to the Note WAC Amount Outstanding at that time in relation to that WAC Note and deferred until paid in accordance with Note Base Condition 5.2(d) *Payment of Note WAC Amount Outstanding* and no interest shall accrue on any Note WAC Amount Outstanding in relation to that WAC Note.

In addition, on and after the Step-up Date as the Interest Margin for each Class of Rated Notes steps-up, the higher corresponding Interest Rate for each such Class will increase the liabilities of the Issuer without a corresponding increase in Available Revenue Funds, which will both (a) increase the possibility of creating an additional amount under Note Base Condition 5.1(c) *Accrual of Note WAC Additional Amounts* for each of the WAC Notes and (b) reduce the ability of the Issuer to pay the Note WAC Amount Outstanding to each such WAC Note as the priority of paying Available Revenue Funds is sequential in order.

As a result of the application of the WAC Note Interest Capped Rate, each Class of WAC Notes may be paid less interest than they would be paid if their respective Interest Rate was based solely on the Reference Rate plus the Interest Margin, and were not subject to the WAC Note Interest Capped Rate. The Note WAC Amount Outstanding in respect of the WAC Notes is not rated by any Rating Agency.

The foregoing could result in Noteholders in respect of WAC Notes receiving less by way of a payment of interest on any Interest Period (or ultimately) than they would otherwise have expected to receive.

4.1.10 **Impact of Step-up Date and no additional sources of funds**

From the Step-up Date, the Interest Margin with respect to Rated Notes will increase (see 6.1.7 *Interest Rate*) and the Interest Rate in relation to the Unrated Notes will remain unchanged. There will, however, be no additional receipts or other sources of funds available to the Issuer at such time, nor is it expected that any of the sources of income available to the Issuer prior to the Step-up Date will be increased. In such circumstances, the Issuer may not have sufficient funds to pay all amounts of interest, principal and/or WAC Deferred Interest Amounts (as applicable) under the Notes (including any increased Interest Margin on the Rated Notes).

4.1.11 **Yield to maturity and prepayment of Notes is variable and unpredictable**

The yield to maturity of the Notes of each Class will depend on, among other things, the amount and timing of payment of principal (including, without limitation, full and partial prepayments, proceeds of disposal of Mortgages or proceeds of enforcement of Mortgages, any principal receipts due to breaches of Mortgage Warranties, the extent of Mortgage Variations in relation to Mortgages in the Portfolio, and the price paid by the Noteholders for the Notes).

As indicated in Note Base Condition 6 *Redemption, purchase and cancellation* the Notes are subject to rights of the Issuer to fully redeem all or certain Classes of Notes prior to their Final Maturity Date. Any such early redemption may adversely affect the yield to maturity on the relevant Notes.

Such yield may be adversely affected by a higher or lower than anticipated rate of prepayments on the Portfolio. Accelerated prepayments on those Mortgages will lead to a reduction in the estimated average life of the Notes. Mortgage Borrowers may prepay Mortgages when they refinance their Mortgages or sell their properties (either voluntarily or as a result of enforcement action taken). Also, subject to the terms and conditions of the Mortgages, a Mortgage borrower may 'overpay' or prepay principal at any time. The rate of prepayment of Mortgages (and the amount recovered upon enforcement of Mortgages) cannot be predicted and is influenced by a wide variety of economic, social and other factors, including prevailing mortgage market interest rates, inflation, cost of living, energy prices, the availability of alternative financing programmes, local and regional economic conditions, natural disasters, illness (including any illness arising in connection with an epidemic or pandemic) or widespread health crises or the fear of such crises, the existing regulatory environment and homeowner mobility (see also 4.2.2 *Delinquencies or default by Mortgage Borrowers in relation to Mortgages*). Accordingly, the rate of prepayment cannot be predicted. No assurance can be given as to the level of prepayment that the Portfolio will experience.

4.1.12 **Transfer and resale restrictions apply to the Notes**

None of the Notes have been, or will be, registered under the U.S. Securities Act or any other applicable securities laws and they are subject to certain restrictions on the resale and other transfer restrictions (see 24.2 *Selling restrictions* and 25 *Transfer Regulations*). Because of the restrictions applicable to each Note, investors in Notes are advised to consult legal counsel at their own cost prior to making any offer, sale, purchase, resale, pledge or transfer of the Notes. The resale and transfer restrictions may reduce the marketability and value of the Notes and/or increase the costs of and/or time needed to effect any such resale or transfer.

4.1.13 **Definitive Notes and denominations in integral multiples**

The Notes are required to have a denomination satisfying the requirements indicated in the Note Specified Terms (and such requirements will include the denomination to be an integral multiple of a specified amount that equals or exceeds a specified minimum authorised denomination). It is possible that interests in Global Notes may be traded in amounts which result in a Noteholder having a holding which does not satisfy the applicable denomination requirements. In such a case, if Notes cease to be Global Notes (see Note Base Condition 2.8 *Removal of Notes from Clearing Systems*), a Noteholder who has a holding which does not satisfy the applicable denomination requirements may need to purchase a principal amount of Notes such that their holding complies with those requirements. Also, Noteholders should be aware that if Notes cease to be Global Notes, Notes which have a denomination that is not an integral multiple of the minimum authorised denomination may be illiquid and difficult to trade.

4.1.14 **No secondary or liquid market for the Notes**

No assurance is provided that there is an active and liquid secondary market in respect of the Notes and it should be assumed that no secondary market will be available or develop. In the event that a secondary market in the Notes does exist or develop, there can be no assurance that it will continue or that it will provide liquidity in respect of the Notes. Accordingly, the purchase of Notes should not be considered except by investors who can hold the Notes for an indefinite period of time (including beyond their

scheduled maturity or, as applicable, expiry) and bear the risks associated with a lack of liquidity in the Notes and the financial and other risks associated with an investment in the Notes.

Recent global and regional social, political and economic conditions, events and trends, including current geopolitical risks and wars, have resulted in disruptions of and increased uncertainty in the secondary market for mortgage-backed securities. This has had a material adverse impact on the market value of mortgage-backed securities and resulted in the secondary market for mortgage-backed securities similar to the Notes experiencing limited liquidity. In the future, limited liquidity in the secondary market may have an adverse effect on the market value of mortgage-backed securities, especially those securities that are more sensitive to prepayment, credit or interest rate risk and those securities that have been structured to meet the requirements of limited categories of investors.

4.1.15 **Ratings of the Notes**

The ratings assigned to any Notes by a Rating Agency:

- will be based, among other things, on that Rating Agency's view of the applicable terms of the Transaction Documents and other relevant structural features of this transaction, including (but not limited to) the ratings of relevant Transaction Parties and a credit assessment of the Loans, each of which may change (see, for example, 4.4.5 *Risks relating to changes in relation to Transaction Parties*, 4.8 *General investment, market and business risks* and 4.9 *Risk of change of law, regulation and practice*); and
- will address the likelihood of certain performance aspects in respect of the Notes (which may or may not include the timeliness of certain payments and the expectation of losses in respect of the Notes), in each case as indicated by the relevant Rating Agency's publications.

A rating by a Rating Agency is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating organisation if, in its judgement, circumstances in the future so warrant.

At any time, and from time to time, a Rating Agency may revise its relevant rating methodology, with the result that any rating assigned to the Notes may be revised, suspended and/or withdrawn at any time.

Rating agencies other than the Rating Agencies could seek to rate the Notes. In particular, certain nationally recognized statistical rating organisations, as defined in section 3(a)(62) of the U.S. Exchange Act, that were not hired by the Issuer may use information they receive pursuant to Rule 17g-5 to rate the Notes. No assurance can be given as to what ratings a non-hired rating agency would assign. If such unsolicited ratings are lower than the comparable ratings assigned to the Notes by a Rating Agency, those unsolicited ratings could have an adverse effect on the value and/or marketability of the Notes. For the avoidance of doubt and unless the context otherwise requires, any references to **ratings** or **rating** in this Prospectus are to ratings assigned by each relevant Rating Agency only.

Any qualification, downgrade or withdrawal of any of the ratings mentioned above may have an adverse impact on the value and/or marketability of the Notes and, as a consequence, the resale price of the Notes in the market and the classification, treatment and/or eligibility of the Notes for regulatory purposes.

4.1.16 **Rating Certificates effective notwithstanding absence of response etc from Rating Agency**

Some provisions of the Note Conditions and other Transaction Documents require a Rating Certificate to be provided by the Issuer in relation to each Rating Agency in connection with any event, circumstances and/or proposal relating to the Transaction and the actual and/or potential impact on a rating by that Rating Agency. The definition of Rating Certificate in Note Base Condition 13 *Rating Certificates* indicates that the requirement to obtain a Rating Certificate may be satisfied if, among other things, the relevant Rating Agency has failed to respond and/or declined to provide a confirmation and/or has provided (by an appropriately authorised person) only an oral confirmation, in each case provided specified procedures are followed by, or on behalf, of the Issuer with a view to obtaining a written confirmation from that Rating Agency. Notwithstanding, any such requirement in relation to a Rating Certificate being so satisfied, the relevant Rating Agency may proceed to downgrade, withdraw or suspend the then current ratings assigned to any Class of Notes by such Rating Agency or place any such Notes on rating watch negative (or equivalent) (see the definition of Rating Adverse Action in Note Base Condition 13 *Rating Certificates*) in connection with the relevant event, circumstances and/or proposal which may have an adverse impact on the value and/or marketability of the Notes and, as a consequence, the resale price of the Notes in the market and the classification, treatment and/or eligibility of the Notes for regulatory purposes.

The Note Trustee and the Security Trustee shall be entitled to rely without liability to any person on any Rating Certificate delivered to it in accordance with Note Base Condition 13 *Rating Certificates* and shall

not be required to investigate any action taken by the Issuer or the relevant Rating Agency in connection with a Rating Certificate.

4.1.17 **Interests of Noteholders may be disregarded in certain circumstances**

(a) **Security Trustee and Note Trustee duties**

As described further in this Prospectus (in particular in Note Base Condition 14 *Modifications, authorisations, waivers and substitution*), the Security Documents contain provisions requiring the Security Trustee in certain circumstances to have regard to only the interests of certain Security Creditors (which may exclude all or some of the Noteholders) instead of all Security Creditors.

As described further in this Prospectus (in particular in 15.7 *Meetings and resolutions of Noteholders*, Note Base Condition 12 *Noteholder Resolutions* and Note Base Condition 14 *Modifications, authorisations, waivers and substitution*) the Note Trust Deed contains provisions requiring the Note Trustee in certain circumstances to have regard to only the interests of certain Noteholders (which may exclude all or some of the Noteholders) instead of all Noteholders.

See also 4.1.19 *Modifications, authorisations, waivers and substitution* below.

Where circumstances arise in which:

- the Security Trustee is required to have regard to only the interests of certain Security Creditors (which may exclude all or some of the Noteholders) instead of all Security Creditors; and/or
- the Note Trustee is required to have regard to only the interests of certain Noteholders (which may exclude all or some of the Noteholders) instead of all Noteholders,

this may have adverse consequences on the interests of the other Noteholders whose interests the Security Trustee or, as applicable, Note Trustee was required not to have regard to and, accordingly, may adversely impact the Notes held by those other Noteholders (including, without limitation, the timing and amount of payments and value and marketability of those Notes).

(b) **Significant investors**

Significant concentrations of holdings of the Notes by one or more particular investors (or investors who are affiliated and/or have connected investment management arrangements) may occur over time. The interests of such significant investor(s) may not be aligned to the interests of other Noteholders and accordingly such significant investor(s) may exercise their voting rights to pass or block resolutions in a manner which may adversely affect the interests of other Noteholders. The greater the size of the significant investor(s)' holding of Notes the greater the chance that such exercise of voting rights will result in such passing or blocking which may adversely affect the interests of other Noteholders.

On the Closing Date, a single investor and/or its affiliates will hold more than 75% of the Note Principal Amount Outstanding of the A Notes. As a result, such holder(s), as at the Closing Date, will be able to pass or block Noteholder Extraordinary Resolutions and Noteholder Ordinary Resolutions of the A Notes.

On the Closing Date, a single investor and/or its affiliates will hold more than 50% but less than 75% of the Note Principal Amount Outstanding of the B Notes. As a result, such holder(s), as at the Closing Date, will be able to block Noteholder Extraordinary Resolutions of the B Notes and to pass or block Noteholder Ordinary Resolutions of the B Notes.

On the Closing Date, a single investor and/or its affiliates will hold more than 25% but less than 50% of the Note Principal Amount Outstanding of the B Notes. As a result, such holder(s), as at the Closing Date, will be able to block Noteholder Ordinary Resolutions of the B Notes.

On the Closing Date, a single investor and/or its affiliates will hold more than 50% but less than 75% of the Note Principal Amount Outstanding of the C Notes. As a result, such holder(s), as at the Closing Date, will be able to block Noteholder Extraordinary Resolutions of the C Notes and to pass or block Noteholder Ordinary Resolutions of the C Notes.

On the Closing Date, a single investor and/or its affiliates will hold more than 25% but less than 50% of the Note Principal Amount Outstanding of the C Notes. As a result, such holder(s), as at the Closing Date, will be able to block Noteholder Ordinary Resolutions of the C Notes.

On the Closing Date, a single investor and/or its affiliates will hold more than 75% of the Note

Principal Amount Outstanding of the D Notes. As a result, such holder(s), as at the Closing Date, will be able to pass or block Noteholder Extraordinary Resolutions and Noteholder Ordinary Resolutions of the D Notes.

On the Closing Date, the Risk Retention Holder will hold 100% of the Note Principal Amount Outstanding of each of the E Notes, the F Notes, the RF Notes, the Z1 Notes, the Z2 Notes and the X Notes (including pursuant to the Retention Requirement and U.S. Retention Requirement). As a result, the Risk Retention Holder, as at the Closing Date, will be able to pass or block Noteholder Extraordinary Resolutions and Noteholder Ordinary Resolutions of the E Notes, the F Notes, the RF Notes, the Z1 Notes, the Z2 Notes and the X Notes respectively.

(c) **Certain modifications require the consent of the Hedge Provider**

Any entry into a new Transaction Document and/or any modification of, supplement to, waiver or consent in respect of any Transaction Document (including, without limitation, the Note Conditions or Payments Rules) to which the Hedge Provider is not a party (including, without limitation, where any entry into a new Transaction Document and/or any modification of, supplement to, waiver or consent is approved, sanctioned and/or ratified by any Noteholder Resolution) which is made without the Hedge Provider's prior written consent (such consent not to be unreasonably withheld) shall be ineffective if and to the extent that such entry into a new Transaction Document and/or modification, supplement, waiver or consent relates to or changes the effect or application, in respect of this Transaction, of:

- any security (howsoever described, and including as a result of changing the nature or the scope of, or releasing such security) granted by the Issuer in favour of the Security Trustee on behalf of the Security Creditors;
- the definitions of Final Maturity Date, Available Revenue Funds, Hedge Collateral Account, Hedge Termination Receipts, Hedge Collateral, Hedge Exempted Amounts, Hedge Replacement Premium, Hedge Tax Credits, Payments Scheduled Date, Mortgage Principal Balance, Mortgage Fixed Rate Loan, Note Acceleration Date, Security Realisation Date or Security Realisation Date;
- any Priority of Payments;
- the amount, method of calculation, timing or priority of any payments or deliveries to be made by or to the Hedge Provider (whether under the Priority of Payments or outside the Priority of Payments or pursuant to any Transaction Documents or the Note Conditions);
- the Issuer's ability to make payments or deliveries to the Hedge Provider under the Priority of Payments, the Note Conditions or any Transaction Documents;
- the operation of the Hedge Collateral Account (including but not limited to the effectiveness of the segregation and the application of amounts to and from the Hedge Collateral Account);
- the amount the Hedge Provider would have to pay or would receive to replace itself under the terms of the Hedge Agreement, in the reasonable opinion of the Hedge Provider, in connection with such replacement, as compared to what the Hedge Provider would have been required to pay or would have received had such modification, amendment, supplement or waiver not been made, with reasonable evidence of such difference to be provided by the Hedge Provider upon request (and in respect of any such amendment, the Hedge Provider's consent not to be unreasonably withheld);
- the Hedge Provider's status as a Security Creditor;
- any requirement under the Transaction Documents to obtain the Hedge Provider's prior consent; or
- the Clause in the Transaction Deed that implements this requirement.

4.1.18 **The relevant trustee is not obliged to act in certain circumstances**

Upon the occurrence of a Note Event of Default, the Note Trustee in its absolute discretion may, and:

- if so requested in writing by the Noteholders of at least 25% in Note Principal Amount Outstanding of the Notes outstanding in the Most Senior Tranche; or
- if so directed by a Noteholder Extraordinary Resolution of Noteholders of the Notes outstanding in the Most Senior Tranche;

shall (subject, in each case, to the Note Trustee being indemnified and/or secured and/or prefunded to its satisfaction), deliver a Note Acceleration Notice to the Issuer that all classes of the Notes are immediately due and repayable at their respective Note Principal Amount Outstanding, together with accrued interest. See Note Base Condition 9.3 *Note Acceleration Notice*.

Each of the Note Trustee and the Security Trustee may, at any time, at their discretion and without notice, take such proceedings, actions or steps against the Issuer or any other party to any of the Transaction Documents as it may think fit to enforce the provisions of (in the case of the Note Trustee) the Notes (including the Note Conditions) or the Note Trust Deed or (in the case of the Security Trustee, for so long as any Notes remain outstanding, acting on the direction of the Note Trustee) the Security Documents or (in either case) of the other Transaction Documents to which it is a party and at any time after the service of a Note Acceleration Notice, the Note Trustee may, at its discretion and without notice, direct the Security Trustee to take such steps, actions or proceedings as it may think fit to enforce the Security. However, neither the Note Trustee nor the Security Trustee shall be bound to take any such proceedings or any actions or steps (including, but not limited to, the giving of a Note Acceleration Notice in accordance with Note Base Condition 9.3 *Note Acceleration Notice*) unless:

- either:
 - so requested in writing by the Noteholders of at least 25% of the Note Principal Amount Outstanding of Notes outstanding in the Most Senior Tranche; or
 - so directed by a Noteholder Extraordinary Resolution of Noteholders of Notes outstanding in the Most Senior Tranche; and
- it has been indemnified and/or secured and/or prefunded to its satisfaction against all liabilities to which it may thereby become liable and/or which it may incur by so doing.

See further Note Base Condition 10 *Enforcement by trustees*. If neither the Note Trustee nor the Security Trustee use their discretion where they have not been directed as described above, it may adversely affect the amount received on the Notes following the service of a Note Acceleration Notice.

In addition, each of the Note Trustee and the Security Trustee benefit from indemnities given to them by the Issuer pursuant to the Transaction Documents.

In relation to the covenants to be given by the Risk Retention Holder to the Issuer, the Security Trustee and the Note Trustee regarding the Retained Interest to be retained by it in accordance with the Securitisation Frameworks, the U.S. Retained Interest to be retained by it in accordance with the U.S. Retention Rules and certain requirements as to providing investor information in connection therewith, neither the Note Trustee nor the Security Trustee will be under any obligation to monitor the compliance by the Risk Retention Holder with such covenants and will not be under any obligation to take any action in relation to non-compliance with such covenants.

4.1.19 **Modifications, authorisations, waivers and substitution**

As described further in this Prospectus (in particular in 15.8 *Modifications, authorisations, waivers and substitution* and Note Base Condition 14 *Modifications, authorisations, waivers and substitution*), the Note Trustee and/or the Security Trustee may or, in relation to a Compliance Modification, shall, without the consent of the Noteholders, agree to certain modifications, or to waive certain breaches, of the Notes or any of the Transaction Documents. In particular, where Note Base Condition 14.3 *Compliance Modification* is applicable to Notes, the Note Trustee and, as applicable, the Security Trustee shall be obliged, without any consent or sanction of the relevant Noteholders or any of the other Security Creditors, to concur with the Issuer in making any modification to the Notes (including the Note Conditions) or, in so far as applicable, any other Transaction Document to which the Note Trustee and/or, as applicable, the Security Trustee is a party or in relation to which the Security Trustee holds Security (being a Compliance Modification).

Any such modification or waiver which is made without the consent or sanction of the Noteholders may have adverse consequences on the interests of the Noteholders and, accordingly, may adversely impact the Notes held by those other Noteholders (including, without limitation, the timing and amount of payments and value and marketability of those Notes).

4.1.20 **Book Entry Interests in Global Notes**

Throughout the period from and including the Closing Date each Class of Notes will be represented by a Global Note until such time, if any, as Note Base Condition 2.8 *Removal of Notes from Clearing Systems* applies. Throughout that period:

- after payment of interest, principal or other amounts in respect of the Notes is made by or on behalf of the Issuer (including by the Note Registrar and/or the Principal Paying Agent) to the relevant Clearing Systems (or their nominees), the Issuer will not have responsibility or liability to the Clearing Systems or to the holders or beneficial owners of Book Entry Interests for the payment of such interest, principal or other amounts;
- permitted transfers of a Book Entry Interest will be subject to and effected in accordance with the rules and procedures for the time being of the relevant Clearing System;
- holders and/or beneficial owners of Book Entry Interests in Notes:
 - will not be considered Noteholders of such Notes under the Note Conditions or the Note Trust Deed;
 - will have no rights in respect of Global Notes under any Transaction Document (including, without limitation, the Note Conditions, the relevant Note Trust Deed, the Security Documents and the relevant Note Transaction Services Agreement);
 - will not be entitled to have Global Notes registered in their names and will not receive or be entitled to receive Note Certificates for such Notes;
 - will be restricted to acting through the relevant Clearing System in relation to the Notes and will be permitted to act only to the extent they have received appropriate proxies to do so from the relevant Clearing System; and
 - must rely on the rules and procedures of the relevant Clearing System.

See further 15.3.3 *Clearing System Participants etc are not Noteholders*, 15.3.4 *Rules and procedures of the relevant Clearing System etc*, 15.3.5 *Procedures applicable to transfers of Book Entry Interests in Global Notes*, 15.4 *Procedures for payments in respect of the Notes* and Note Base Condition 2 *Constitution, form, denomination and title*.

There can be no assurance that the rules and procedures of the relevant Clearing System and/or their operation by the relevant Clearing System under such circumstances will be adequate to ensure the exercise (including, without limitation, on a timely basis) of rights of Noteholders, and prospective investors should note that the relevant Clearing Systems are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time.

The Notes being represented by a Global Note and/or the application of, and/or failures in the operation of, the rules and procedures of the relevant Clearing System could result in loss of and/or delays in payment of interest, principal or other amounts in respect of the Notes, hinder, increase costs of and/or delay the exercise of rights in respect of the Notes; and/or hinder, increase costs of and/or delay transfers of or granting security over a Book Entry Interest in respect of the Notes.

None of the Issuer, the Note Trustee, the Security Trustee, the Note Registrar, the Principal Paying Agent and each other Transaction Party or any of their agents will have any responsibility for the performance or non-performance by any Clearing System or their respective participants or account holders of their respective obligations under the rules and procedures governing their operations.

4.2 Risks relating to the Security Assets

4.2.1 Limited liquidity – limited secondary market for Mortgages

The ability of the Issuer to redeem all of the Notes in full, including following the occurrence of a Note Event of Default (see Note Base Condition 9.1 *Definition of Note Event of Default*) in relation to the Notes while any of the Mortgages in the Portfolio are still outstanding, may depend upon whether those Mortgages can be realised to obtain an amount sufficient to redeem those Notes. There is not, at present, an active and liquid secondary market for mortgage loans of this type in Ireland. There can be no assurance that a secondary market for the Mortgages will develop or, if a secondary market does develop, that it will provide sufficient liquidity of investment for the Mortgages to be realised or that if it does develop it will continue for the life of the Notes. The Issuer, and following the occurrence of a Note Event of Default, the Security Trustee, may not, therefore, be able to sell the Mortgages for an amount sufficient to discharge amounts due to the relevant Security Creditors (including the Noteholders) in full should they be required to do so.

4.2.2 Delinquencies or default by Mortgage Borrowers in relation to Mortgages

Mortgage Borrowers may default on their obligations under the Mortgages in a Portfolio. Defaults may occur for a variety of reasons (including, without limitation, as a result of fraud, negligence or mistake). Mortgages are affected by credit, liquidity and interest rate risks. Various factors influence Mortgage

delinquency rates, prepayment rates, repossession frequency and the ultimate payment of principal and interest, such as changes in the national or international economic climate, regional economic or housing conditions, tax or other laws, interest rates, inflation, homeowner mobility, the availability of financing, yields on alternative investments, political developments, government policies, the financial standing of Mortgage Borrowers and other similar factors. Wars, such as the war between Russia and Ukraine and the ongoing conflict in the Middle East, and threats of war and wider global supply chain issues have contributed to increases in inflation. Central banks responded by increasing interest rates, although during 2025 in Europe and the UK interest rates have begun to decrease. Increases in interest rates may adversely affect Mortgage Borrowers' ability to pay interest or repay principal on their Mortgages (see (b) *Increases in prevailing market interest rates may adversely affect performance of the Mortgages*).

Other factors in Mortgage Borrowers' individual, personal or financial circumstances may affect the ability of Mortgage Borrowers to repay the Mortgages. Unemployment, loss of earnings, illness (including any illness arising in connection with an epidemic or pandemic), divorce and other similar factors may lead to an increase in delinquencies by and bankruptcies (and analogous arrangements) of Mortgage Borrowers, and could ultimately have an adverse impact on the ability of Mortgage Borrowers to repay the Mortgages and could reduce the Issuer's ability to service payments on the Notes.

(a) **Decrease of income of Mortgage Borrowers may adversely affect performance of the Mortgages**

Certain Mortgage Borrowers may be, or may become, unemployed (or see a reduction in volume of work and/or income) throughout the life of the Mortgage taken out by them, which could affect their ability to make payments and repayments under such Mortgage. Government actions taken in response to a downturn may include cuts in public benefits or public sector employment, or other austerity measures that may directly affect Mortgage Borrowers by reducing or eliminating their income, which could impact their ability to pay their debts. Private businesses may also reduce hiring or implement layoffs or reduce hours of work, which would potentially affect Mortgage Borrowers. Additionally, Mortgage Borrowers who are self-employed or who operate as independent contractors may have an income stream which is more susceptible to change (including the reduction or loss of future earnings due to illness, loss of business, tax laws or general economic conditions including as a result of a shortage of materials) than Mortgage Borrowers who are in full time employment. Each such Mortgage Borrower may resultantly be more likely to fall into payment difficulties. These factors could ultimately have an adverse impact on the ability of Mortgage Borrowers to repay the Mortgages and could reduce the Issuer's ability to service payments on the Notes.

(b) **Increases in prevailing market interest rates may adversely affect performance of the Mortgages**

Mortgage Borrowers with a Mortgage Loan subject to a variable rate of interest or with a Mortgage Loan for which the related interest rate adjusts following an initial fixed rate or low introductory rate, as applicable, may be exposed to increased Mortgage Monthly Payments if the related mortgage interest rate adjusts upward (or, in the case of a Mortgage Loan with an initial fixed rate period or low introductory rate, at the end of the relevant fixed rate or introductory period). This increase in Mortgage Borrowers' Mortgage Monthly Payments, which (in the case of a Mortgage Loan with an initial fixed rate or low introductory rate) may be compounded by any further increase in the related mortgage interest rate during the relevant fixed or introductory period, ultimately may result in higher delinquency rates and losses in the future.

Mortgage Borrowers seeking to avoid increased Mortgage Monthly Payments (caused by, for example, a rise in the relevant interest rate) by refinancing their Mortgage may no longer be able to find an available replacement Mortgage Loan at comparably low interest rates. Any decline in housing prices may also leave borrowers with insufficient equity in their homes to permit them to refinance. This makes it less likely that they will refinance.

(c) **Cost of living crisis may adversely affect performance of the Mortgages**

More broadly, the extent and duration of the rising cost of living cannot be determined at present. The ultimate impact of the consequences of the cost of living crisis is uncertain and may pervade over time and may adversely affect the ability of the Issuer to satisfy its obligations under the Notes. Further, no assurance can be given of the impact that the rising cost of living or the general deterioration in economic conditions may have on the performance of the Mortgages (including the ability of Mortgage Borrowers to make timely payments in full on Mortgages) and therefore the ability of the Issuer to satisfy its obligations to make payments on the Notes. As a consequence, the rising cost of living could exacerbate numerous risks in respect of the Notes.

See 12 *Provisional Portfolio summary data* which sets out some details of delinquencies in relation to the Provisional Portfolio as at the Provisional Portfolio Date. Also, as indicated in 18.6.2 *Creation of Principal Deficiency Record* and 19.2(a) *(Increase of balances of Principal Deficiency Sub-Records)*, on the Closing

Date the Cash Administrator will increase the balance of the Principal Deficiency Record by the Principal Deficiency Record Opening Amount (see 19.2(f) *Principal Deficiency Record Opening Amount*) and, if the Cash Administrator were to calculate the Principal Deficiency Record Opening Amount as at the date of this Prospectus, based on amounts recorded in respect of the Provisional Portfolio Date, the initial balance to be recorded on the Principal Deficiency Record would be €21,467,152, comprising €955,852 in respect of the Mortgage Loans subject to a potential write-off which has not, as yet, been crystallised, and €20,511,300 in respect of Mortgage Loans which were, as at the Provisional Portfolio Date, in arrears by 180 days or more and with a Last 12 Months' Interest Coverage Ratio of less than 100%.

The circumstances described in this 4.2.2 *Delinquencies or default by Mortgage Borrowers in relation to Mortgages*, alone or in combination, may contribute to higher delinquency rates, slower prepayment rates and higher losses which could have an adverse effect on the Portfolio, which in turn may affect the ability of the Issuer to make payments of interest and/or principal to Noteholders.

4.2.3

Factors affecting amount available for repayment of Mortgages

Factors which may affect the amount available for repayment of Mortgages include:

(a) **Risks of losses associated with declining property values**

The value of Mortgages as security for the Notes may be affected by, among other things, a decline in residential property values in Ireland and the availability of buyers for the relevant property. Downturns in the performance of Ireland economy (due to local, national and/or global macroeconomic factors) generally may have a negative effect on the housing market. In addition, any natural disasters, impacts of climate change (including, but not limited to, increased flood risk or coastal erosion), wars, increase of interest rates, inflation or widespread health crises or the fear of such crises (such as a pandemic or epidemic), government policies, action or inaction in response to such crises or such potential crises, and/or the fear of any such crises whether in Ireland or in any other jurisdiction, may lead to a deterioration of economic conditions in Ireland and also globally and may reduce the value of the affected Mortgage Properties.

No assurance can be given that the values of any Mortgage Properties have remained or will remain at the level at which they were on the dates of origination of the Portfolio or as at the relevant Provisional Portfolio Date (as defined in the relevant Prospectus). The residential property market in Ireland has previously experienced a severe decline in property values. House prices nationally have recovered from a 55% reduction between 2007 and March 2013. If the residential property market in Ireland should experience an overall decline in property values, such a decline could in certain circumstances result in the value of the Mortgages being significantly reduced and, ultimately, may result in losses to the Noteholders if the Security is required to be enforced.

(b) **Mortgage Property valuations may be original or indexed to the original and may be higher or lower than the appraised value of a Mortgage Property in the event of a re-valuation**

Investors should be aware that valuations where stated in this Prospectus and with respect to the Mortgage Properties are either (a) original valuations or (b) valuations conducted by a third-party valuer at a later date. Mortgage Property valuations quoted as original are for the majority of the Mortgage Property valuations as at or around the date of origination of the relevant Mortgage Loans, or conducted in connection with a further advance or loan modification, and thus may be up to 35 years old with respect to the Portfolio. Mortgage Property valuations quoted as indexed to original are calculated by indexing Mortgage Property valuations as at the date of origination of the relevant Mortgage Loans using the CSO Residential Mortgage Property Price Index from 2005 onwards, and before that date the Permanent TSB House Price Index (which was discontinued in 2011).

The current value of a Mortgage Property (and thus its corresponding valuation if now obtained) may therefore be affected by, among other things, the current condition of the Mortgage Property and its locality and factors which may be largely unrelated to the circumstances of the particular Mortgage Property, including residential property values in Ireland (see 4.2.3(a) *Risks of losses associated with declining property values*). As such, if a Mortgage Property were to be re-valued at any time, including following the issuance of the Notes, the appraised value of the Mortgage Property may be higher or lower than the valuation quoted as original and/or the valuation as calculated by way of being indexed to the original valuation. If the value of a Mortgage Property is lower than the valuation quoted as original and/or the valuation as calculated by way of being indexed to the original valuation, the value of the Mortgage would be correspondingly lower and, in the event that the Mortgage is required to be enforced, may ultimately result in enforcement proceeds which are insufficient to make full repayment of the relevant Mortgage Loan which may, therefore, reduce amounts available to the Issuer to make payments under the Notes.

(c) Risks relating to Interest Only Mortgage Loans

The Portfolio includes Interest Only Mortgage Loans in respect of which no scheduled amortisation is required on all or a specified proportion of the principal amount outstanding in respect of those Mortgages (see 11.6.5 *Scheduled repayment of Mortgages* and 12.6 *Mortgage Loans by repayment method*). Consequently, upon the maturity of such a Mortgage, the relevant Mortgage Borrower will be required to make a 'bullet' repayment that will represent the entirety of the principal amount then outstanding.

The ability of such a Mortgage Borrower to repay such principal amount at maturity frequently depends on such Mortgage Borrower's ability to refinance the Mortgage Property or obtain funds from another source, such as pension policies, personal equity plans or endowment policies. Neither the Issuer nor any Transaction Party has verified that the Mortgage Borrower has any such other source of funds and no security has been obtained over the Mortgage Borrower's rights in respect of any such other source of funds. The ability of the Mortgage Borrower to refinance the Mortgage Property will be affected by a number of factors, including the value of the Mortgage Property, the Mortgage Borrower's ability to obtain funds from another source (such as pension policies, personal equity plans or endowment policies), the Mortgage Borrower's equity in the Mortgage Property, the financial condition and history of the Mortgage Borrower, tax laws and general economic conditions at the time. The inability of the Mortgage Borrowers to refinance their respective Mortgage Properties may ultimately result in a reduction of amounts available to the Issuer and adversely affect its ability to make payments under the Notes.

(d) Geographic concentration risks

Mortgages in a Portfolio may be subject to geographic concentration risks within certain regions of Ireland. To the extent that specific geographic regions within Ireland have experienced or may experience in the future weaker regional economic conditions and housing markets than other regions in Ireland. Certain property types in geographic regions within Ireland rely on different types of industries. Any downturn in a local economy or particular industry may adversely affect the regional employment levels and consequently the payment ability of the Mortgage Borrowers of Mortgages pertaining to certain property types in that region or the region that relies most heavily on that industry. In addition, any natural disasters, impacts of climate change (including, but not limited to, increased flood risk or coastal erosion), wars or widespread health crises (such as a pandemic or epidemic), government policies, action or inaction in response to such crises or such potential crises, and/or the fear of any such crises may have greater impact in a particular region.

A concentration of Mortgages in such a region and pertaining to certain property types may be expected to exacerbate the risks relating to those Mortgages described in this section and may reduce the value of affected Mortgage Properties. This may result in a loss being incurred upon sale of the Mortgage Property. These circumstances could affect receipts on those Mortgages and ultimately may result in losses on the Notes. See 12.17 *Geographical dispersion of Mortgage Properties* for some details of the geographic dispersion of the Portfolio within regions of Ireland.

(e) Risk of dilapidation of Mortgage Property

There is also a risk that the value of a Mortgage Property may be affected by such Mortgage Property becoming subject to dilapidation after the date of origination of the relevant Mortgage. In certain circumstances the lender also has the right to inspect the Mortgage Properties to ensure the Mortgage Properties are being reasonably maintained, and in the event that a Mortgage Property is not maintained in compliance with the provisions of the relevant Mortgage, the mortgagee may (but is not obliged to) undertake such work required in order for the Mortgage Property to be maintained to the standard required by the relevant Mortgage Conditions, and any costs will be added to then Mortgage Balance of that Mortgage. If the value of Mortgage Properties are adversely affected by dilapidation it could in certain circumstances result in the proceeds of sale of the Mortgage Properties being significantly reduced and, ultimately, may result in losses to the Noteholders. Also if the Issuer's funds are applied to the cost of remedying breaches of the Mortgage Conditions in respect of the condition of the Mortgage Properties, those funds may not be recovered by the proceeds of sale of the relevant Mortgage Properties and, ultimately, may result in losses to the Noteholders.

(f) Risks relating to enforcement procedures

There are constraints upon a lender seeking to carry out enforcement procedures in relation to a Mortgage, as further described in 14.2.6 *Aspects of enforcement relating to Mortgages* including (without limitation):

- the Land and Conveyancing Law Reform Act 2009 which provides, among other things, that a mortgagee (the lender) is required to either obtain a court order for possession or obtain the written consent of the mortgagor (in the case of each Mortgage Loan, the Mortgage Borrower) to the taking of possession. In considering an application for a possession order, an Irish court has a very wide discretion, and may adopt a sympathetic attitude towards a Mortgage Borrower at risk of eviction. For example, an Irish court has certain powers to adjourn possession proceedings, to stay any possession order and to postpone the date for delivery of possession. In general, an Irish court would be likely to exercise such powers in favour of a Mortgage Borrower where it appears to the court that such Mortgage Borrower is likely to be able, within a reasonable period, to pay any sums due under his Mortgage Loan or to remedy any default consisting of a breach of any other obligation arising under or by virtue of such Mortgage Loan;

the Land and Conveyancing Law Reform Act 2013 which provides, among other things, that the court, where it considers it appropriate or on application by the borrower, in proceedings for possession of a principal private residence, may in certain circumstances adjourn the proceedings to enable the parties to consider whether a Personal Insolvency Arrangement under the Personal Insolvency Act would be a more appropriate course of action than the seeking by the lender of an order for possession; and

- the Land and Conveyancing Amendment Act which provides, among other things, that a court will have to take into account (a) the proportionality of making an order for possession; (b) the circumstances of those resident in the property; and (c) the conduct of parties in attempting to find a resolution regarding the payment of arrears.

In addition, delays could be encountered in connection with enforcement of the Mortgages and recovery of the Mortgages with corresponding delays in the receipt of related proceeds by the Issuer.

The combined effect of the above is that there may be several months between the date of any default occurring under any Mortgage Loan and the time when the proceeds of the sale of the security for such Mortgage Loan are available to repay such Mortgage Loan. During this period there may be no payments made under the relevant Mortgage Loan (thus increasing the amount of the arrears) and there may also be costs and expenses (for example maintenance costs, insurance premiums, and/or the costs of providing services and/or enforcing the security) relating to the property which would need to be discharged.

If obtaining possession of properties and arranging a sale in such circumstances is lengthy or costly, the Issuer's ability to make payments on the Notes may be reduced. The Issuer's ability to make such payments may be reduced further if the powers of a mortgagee in relation to obtaining possession of properties permitted by law are restricted in the future.

In addition, there can be no assurance, at the end of such process, that such realisation proceeds would be sufficient to discharge payments due in respect of the relevant Mortgage Loan. The Issuer's ability to make payments on the Notes may therefore be reduced.

4.2.4

Risks associated with Mortgages involving tenancies

(a) Risk relating to letting on appropriate terms

The Mortgage Borrower's ability to service payment obligations in respect of Buy to Let Mortgages is likely to depend on the Mortgage Borrower's ability to let the relevant Mortgage Properties on appropriate terms. However, there can be no guarantee that each such Mortgage Property will be the subject of an existing tenancy when the relevant Buy to Let Mortgage is acquired by the Issuer or that any tenancy which is granted will subsist throughout the life of the Buy to Let Mortgage and/or that the rental income achievable from such tenancy will be sufficient to provide the Mortgage Borrower with sufficient income to meet the Mortgage Borrower's interest obligations in respect of the Buy to Let Mortgage. This dependency on letting income increases the likelihood during difficult letting market conditions that the rate of delinquencies and losses on Buy to Let Mortgages may be higher than for Owner Occupied Mortgages.

(b) Risk of having to sell Mortgage Property with sitting tenants

Upon enforcement of a Mortgage in respect of a Mortgage Property which is the subject of an existing tenancy, the Mortgage Administrator may not be able to obtain vacant possession of the Mortgage Property in which case the Mortgage Administrator will only be able to sell the Mortgage Property as an investment property with one or more sitting tenants. This may affect (a) the amount that the Mortgage Administrator could realise upon enforcement of the Mortgage and a sale of the relevant Mortgage Property, and (b) the speed at which such a sale can be achieved, which in turn may affect

the ability of the Issuer to make payments of interest and principal on the Notes. However, the Mortgage Administrator will have the ability to appoint a receiver of rent to collect any rents payable in respect of such Mortgage Property and apply them in payment of any interest and arrears accruing under that Buy to Let Mortgage Loan.

(c) **Residential Tenancies (Amendment) (No.3) Bill 2024**

The Residential Tenancies (Amendment) (No. 3) Bill 2024 (the **Residential Tenancies Bill**) was published on 24 July 2024. The General Scheme of the Residential Tenancies Bill (then known as the Residential Tenancies (Right to Purchase) Bill) had been published by the Irish Government for pre-legislative scrutiny in October 2023.

The proposals set out in the Residential Tenancies Bill are relevant where tenancies of more than 6 months are to be terminated on a sale of a residential property, and not where a residential property will be sold with tenants in situ.

The Residential Tenancies Bill proposes that, subject to some exceptions, where a notice of termination is given to a tenant based on the landlord's intention to sell the dwelling in which the tenant resides, the landlord would be required to serve a notice inviting the tenant to make a bid on the dwelling within 90 days. The landlord would not be permitted to sell the property during that 90-day period, other than to the tenant or to an approved housing body or the Housing Agency (if either was purchasing the property with a view to letting the tenant remain in the property). If the landlord put the property on the open market after that 90-day period, the landlord would also be required to invite the tenant to make a further bid if the highest offer received by the landlord from a third party was less than or equal to the tenant's highest offer. The tenant would have 10 days to match or exceed that highest bid, and the landlord would be obliged to accept the tenant's bid if it matched or exceeded that highest bid.

Given the implications of the Residential Tenancies Bill for residential landlords and buy-to-let properties, the Issuer expects the Residential Tenancies Bill to be heavily scrutinised as it moves through the legislative process.

The matters described in this section may adversely affect the private residential rental market in Ireland in general, or (in the case of the restriction of income tax relief and/or the situations where less rental income is available to Mortgage Borrowers) the ability of individual Mortgage Borrowers of Buy to Let Mortgages to meet their obligations under those Loans. This may, in turn, result in increased defaults in the Portfolio, potentially affecting the ability of the Issuer to pay the Noteholders.

4.2.5

Risk of losses associated with restructuring of reperforming Mortgage Loans

Mortgage Loans in the Portfolio may have previously been (or may, in the future, be) subject to restructuring to reflect a Mortgage Borrower's then circumstances and affordability, current and historic performance in meeting their payment obligations and the value of the underlying Mortgage Property. Any future restructuring will be at the discretion of the Mortgage Administrator and will be implemented in accordance with the terms of the Mortgage Administration Agreement and Applicable Law or Regulation (see, for example, 11.9.5 *Code of conduct on Mortgage arrears* and 11.9.7 *Personal Insolvency Act*).

For an overview of the main restructure types of Mortgage Loans comprising the Portfolio as at the Provisional Portfolio Date, please refer to 14.2.5 *Restructuring of Mortgage Loans* and 12 *Provisional Portfolio summary data*.

In particular, without limitation, the Part and Part Mortgage Loans comprised in the Portfolio as at the Provisional Portfolio Date have been previously restructured by the Mortgage Administrator in agreement with the relevant Mortgage Borrowers with a view to adjusting each Mortgage Borrower's monthly repayment amount to an amount which is lower than that which was originally agreed with such Mortgage Borrower. Part and Part Mortgage Loans have a requirement that, in respect of part of the loan amount, the Mortgage Borrower pay scheduled interest payments only (and, for the avoidance of doubt, there is no scheduled amortisation of principal in respect of this part of the loan amount which is, instead, due as a bullet repayment upon the maturity date of the relevant Part and Part Mortgage Loan). There is scheduled amortisation of principal in respect of the remainder part of the loan amount. The relative proportions of a Mortgage Borrower's monthly repayment which constitutes interest and principal may therefore vary throughout the term of a Part and Part Mortgage Loan due to the amortisation of the Mortgage Principal Balance of that Part and Part Mortgage Loan and/or changes in the applicable interest rate. Accordingly, the same risk outlined above in respect to Interest Only Mortgage Loans is applicable in relation to the element of a Part and Part Mortgage Loan which pays on an interest only basis.

Any restructure of Mortgage Loans in the Portfolio may be complex and bespoke in nature, reflecting the particular circumstances of the Mortgage Borrower, which may impact the timing and total amount of interest and/or principal payments received by the Issuer in respect of the relevant Mortgage Loan and therefore its ability to make payments of interest and/or principal on the Notes.

4.2.6 **Buildings and other insurance**

Mortgage conditions generally contain requirements for the relevant Mortgage Property to be insured. No assurance can be given that the Issuer will always receive the benefit of any claims made under any applicable buildings insurance contracts or that the amounts received in respect of a successful claim will be sufficient to reinstate the affected Mortgage Property. This could adversely affect the Issuer's ability to redeem the Notes.

Neither the Issuer, nor the Security Trustee, nor any other Transaction Party has a duty to obtain or maintain any further insurance contracts in relation to the Security Assets. This could adversely affect the timing of receipt and ultimate amount received by the Issuer in respect of the Security Assets and the return in respect of the Notes.

4.2.7 **Set-off may adversely affect the return on the Notes**

As described above, the sale by the Seller to the Issuer of the Mortgages will be given effect by an equitable assignment. As a result, legal title to the Mortgages sold by the Seller to the Issuer will remain with the Legal Title Holder until the occurrence of certain trigger events under the terms of the Mortgage Sale Agreement.

Therefore, the rights of the Issuer and the Security Trustee may be or may become subject to the direct rights of the Mortgage Borrowers against the Legal Title Holder. Such rights may include rights of set-off existing prior to notification to the Mortgage Borrowers of the sale of the Mortgages, which arise in relation to transactions made between certain Mortgage Borrowers and the Legal Title Holder and the rights of Mortgage Borrowers to redeem their mortgages by repaying the relevant Mortgage Loan directly to the Legal Title Holder. These rights may result in the Issuer receiving a lesser amount than anticipated from the Mortgages which may, in turn, have a negative impact on the Issuer's ability to make payments under the Notes. Further, there is a risk that the delivery of a notice of sale to a Mortgage Borrower would not terminate his rights of set-off, as Section 40 of the Consumer Credit Act 1995 (as amended) provides that where a creditor's or owner's rights under an agreement are assigned to a third person, the consumer is entitled to plead against the third person any defence which was available to him against the original creditor, including set-off.

The relevant Mortgage Borrower may set off any claim for damages arising from a breach by the Legal Title Holder against the claim of the Legal Title Holder (and therefore, as equitable assignee of or holder of the beneficial interest in the Mortgages, the claim of the Issuer) for payment of principal and/or interest under the relevant Mortgage Loan as and when it becomes due. These set-off claims will constitute transaction set-off, as described above.

4.2.8 **Searches, investigations and Mortgage Warranties in relation to the Portfolio**

Neither the Issuer nor any Transaction Party has made or caused to be made (nor will make or cause to be made) on its behalf in relation to the Portfolio any of the enquiries, searches or investigations which a prudent purchaser of the relevant security would normally make and, instead, only very limited due diligence and verifications have been carried out as indicated in 11.2.3 *Portfolio limited due diligence*.

Also (except the very limited due diligence and verifications carried out as indicated in 11.2.3 *Portfolio limited due diligence*), neither the Issuer nor any Transaction Party has made nor will make any enquiry, search or investigation prior to the making or purchase of any Mortgage or at any time in relation to compliance by the Originator, Seller, Legal Title Holder, Framework Administrator or Mortgage Administrator or any other person with any applicable lending guidelines, criteria or procedures or the adequacy thereof or with the provisions of any Transaction Document, or with any applicable laws or in relation to the execution, legality, validity, perfection, adequacy or enforceability of any Mortgages or other assets included in the Portfolio or the insurance contracts relating to the relevant Mortgage Properties and Mortgages.

In relation to all of the above matters and the circumstances in which advances were made to Mortgage Borrowers prior to the purchase by the Issuer of the Portfolio, the Issuer, the relevant Note Trustee and/or the Security Trustee will rely entirely on the Mortgage Warranties (see further 11.5 *Mortgage Warranties*).

(a) Limitations on remedies for a breach of any Mortgage Warranty

If there is a breach of a Mortgage Warranty given by the Seller on the Closing Date which is not remedied within the permitted period indicated in 11.5.3(a) *Procedures to determine a breach of the Mortgage Warranties*, the Seller will not be required to repurchase the relevant Mortgage and the Issuer's only remedy in respect of a breach of any Mortgage Warranty will be to claim a Mortgage Warranty Damages Amount from the Seller for breach of that Mortgage Warranty. As indicated in 4.4.2 *Limits on recourse etc. to Transaction Parties*, among other things, the Seller is a special purpose vehicle with limited assets and funds and there can be no assurance that the Seller will have the financial resources to pay any Mortgage Warranty Damages Amount in respect of a breach of warranty. This may affect the quality of the Mortgages and accordingly the ability of the Issuer to make payments due on the Notes.

As indicated in 11.5.3(c)(3), if the Seller does not pay the Issuer the relevant Mortgage Warranty Damages Amount, the Cash Administrator shall increase the balance of the Principal Deficiency Record to the extent that such Mortgage Warranty Damages Amount exceeds the amount of an advance (if any) made to the Issuer under the Subordinated Note Facility Agreement in respect of such breach.

(b) Limitations on liability for a breach of any Mortgage Warranty

The Mortgage Warranty Damages Amount in respect of any breach of any Mortgage Warranty shall not exceed 5% of the Mortgage Current Balance of the relevant Mortgage Loan.

Notwithstanding such limit, the Seller will have no liability to the Issuer unless the amount of damages to which the Issuer would be entitled as a result of that breach exceeds €5,000 per Mortgage Loan that is the subject of that breach (provided that this exclusion shall not apply to a breach where there two or more claims relating to breaches of the same Mortgage Warranty arising from similar facts where this exclusion has been applied (and shall continue to apply) to claims where the aggregate of such amounts in respect of those claims to which this exclusion has been applied exceeds €20,000).

In addition, as indicated in 11.5.3 *Remedies for breach of Mortgage Warranties*, if the Issuer wishes to make a claim in respect of a breach of any Mortgage Warranty, the Issuer must at any time on or before the date falling 2 years from the Closing Date give notice of such breach to the Seller.

In each case, no Transaction Party will have recourse to any other person in the event that the Seller, for whatever reason, fails to meet such obligations in respect of breach of any Mortgage Warranty.

(c) Knowledge of matters with respect to the Mortgage Loans represented in Mortgage Warranties

The Seller is not the originating lender of any of the Mortgage Loans. On or about the Closing Date, the Seller will acquire the beneficial title to the Mortgages in the Portfolio from Kinbane 2022-RPL 1 DAC (being the issuer in respect of a securitisation transaction backed by the Portfolio).

Other than the very limited due diligence and verifications carried out by the Seller as indicated in 11.2.3 *Portfolio limited due diligence*, the Seller has no direct knowledge as to whether certain Mortgage Warranties (including the Mortgage Warranties which relate to the origination process) are correct or not. Accordingly, since the Seller has no direct knowledge as to matters relating to the actual origination of the Mortgage Loans, and although the Seller has conducted limited due diligence on the relevant Mortgage Loans, the Seller may not have actual knowledge of any relevant matters which give rise to a breach of warranty. Therefore, since certain warranties are qualified by reference to the awareness of the Seller, it may be practically difficult for the Seller to detect a breach of warranty in respect of the Mortgage Loans to the extent that the same relates to a matter outside of the immediate knowledge of the Seller because there is no ongoing active involvement of the Originator or the Legal Title Holder to monitor or notify any defect in relation to the circumstances of the Mortgage Loans. No Transaction Party has any duty or obligation to monitor compliance with the Mortgage Warranties given by the Seller pursuant to the Mortgage Sale Agreement.

(d) Lending Criteria

The Originator's Lending Criteria ought to have applied at the time of approval in respect of the Mortgage Loans comprising the Portfolio. The Lending Criteria should have considered, among other things, a Mortgage Borrower's credit history, employment history and status, repayment ability and net income criteria, as well as the value of the relevant Mortgage Property. As the Seller was not the originator of the Mortgage Loans and the loan file audit was conducted on a sample pool basis, the origination documentation and applicable terms and conditions with respect to the Mortgage Loans may be incomplete or missing or disappplied and the loan data may have been incorrectly recorded in

the Originator's systems. This could, in some cases, potentially affect the enforceability of the Mortgages and ultimately result in losses on the Notes.

This Prospectus contains limited information about the Originator of the Mortgage Loans, their respective loan origination modification policies and the standards or guidelines under which the Mortgage Loans were originated, revised, modified or serviced by any person or entity.

In addition, there can be no assurance that the Lending Criteria was applied in all cases, that the Lending Criteria was not varied from time to time, that no exceptions from such Lending Criteria were made or that Mortgage Loans originated under different criteria have not been included in the Portfolio. Inconsistent application of Lending Criteria may result in higher levels of Mortgage losses and/or Mortgage Loans being in arrears and may affect the Issuer's ability to make payments under the Notes if the level of Mortgage losses and/or arrears is higher than expected.

4.2.9

Legal title to the Mortgages

As indicated in 11.3.2 *No Legal Title Perfection Action until certain events occur*, neither the Issuer nor the Security Trustee will be entitled to take Legal Title Perfection Action in relation to their respective interests in and to the Portfolio unless or until certain events occur. Pursuant to the Credit Servicing Act legal title to the Mortgage Loans must be held at all times by an appropriately authorised entity and cannot therefore be transferred to the Issuer or the Security Trustee.

For so long as the Legal Title Holder in respect of a Mortgage in the Portfolio retains legal title to that Mortgage and the relevant Mortgage Borrower has not received notice of the Issuer's interest in that Mortgage:

- A third party dealing with that Legal Title Holder could obtain legal title to that Mortgage free of the interests of the Issuer and the Note Trustee.
- The terms of that Mortgage could be amended by the Legal Title Holder or the Mortgage Borrowers without the involvement of the Issuer.
- That Legal Title Holder must be joined as a party to any legal proceedings against any Mortgage Borrower or in relation to the enforcement of that Mortgage. In this regard the Legal Title Holder will have undertaken (in the Mortgage Administration Agreement) for the benefit of the Issuer, the Security Trustee, the Mortgage Administrator in relation to that Mortgage and the Note Trustee that it will lend its name to, and take such other steps as may reasonably be required in accordance with Applicable Law or Regulation in connection with, any such proceedings.
- The rights of the Issuer and the Security Trustee may be, or may become, subject to interests of third parties and direct rights of Mortgage Borrowers against the Legal Title Holder (for example, a later encumbrance or transfer of the Mortgages) and/or equities and similar or analogous rights created or arising before the transfer of the legal title is perfected. These could result in the Issuer receiving less money than anticipated.

However, the risk of third party claims defeating or obtaining priority to the interests of the Issuer or the Security Trustee would be likely to be limited to circumstances arising from a breach by the Legal Title Holder of its contractual obligations or fraud, negligence or mistake on the part of the Legal Title Holder, the Seller, the Mortgage Administrator, the Issuer or their respective personnel or agents.

- The Mortgage Borrower may continue making payments to the Legal Title Holder (including redeeming the relevant Mortgage by repaying the relevant amount directly to the Legal Title Holder). Perfecting legal title would mean that the Mortgage Borrower would no longer be entitled to obtain a good receipt from the Legal Title Holder as mortgagee. Each of the Legal Title Holder (in the Mortgage Administration Agreement) and the Seller (in the Mortgage Sale Agreement) has undertaken that if at any time it receives (or there is received to its order) any property, interest, right or benefit agreed to be sold to the Issuer it will hold the same on trust for the Issuer as the beneficial owner thereof.

If any of the above occur, it may have an adverse effect on the value and/or marketability of the Mortgages in the Portfolio, the amounts receivable or recoverable by the Issuer in respect of those Mortgages and/or the fees, costs and expenses incurred by the Issuer in respect of those Mortgages and, in turn, the Issuer's ability to make payments on the Notes may therefore be reduced.

4.2.10

Characteristics of the Portfolio may differ from the Provisional Portfolio

Some details of the Provisional Portfolio as at the Provisional Portfolio Date are indicated in 12 *Provisional Portfolio summary data*. At the Closing Date the Portfolio will be selected from the Provisional Portfolio.

The characteristics of the Portfolio will differ from those indicated in this Prospectus in relation to the Provisional Portfolio as a result of, among other things, repayments and redemptions of the Mortgages from and after the Provisional Portfolio Date and removal of any Mortgages that the Seller has become aware do not comply with the Mortgage Warranties as at the Closing Date. Neither the Issuer nor the Seller provide any assurance that there will be no material difference between the characteristics of the Provisional Portfolio and the characteristics of the Portfolio or that any such differences will not result in performance of the Portfolio being lower than the expected performance of the Provisional Portfolio. Any such differences could adversely affect the timing of receipt, and ultimate amount received, by the Issuer in respect of the Security Assets and the return in respect of the Notes.

4.2.11 **Negative interest rates in respect of the Issuer Accounts**

As indicated in 18.9.2(b) *Negative interest on Issuer Accounts*, the Issuer Account Agreement includes clauses whose effect is that, in the event that for a period the amount of interest payable in respect of an Issuer Account would otherwise be a negative amount, no amount of interest is payable by the Issuer Account Provider to the Issuer and, instead, the Issuer shall pay an amount to the Issuer Account Provider equal to that negative amount expressed as a positive number.

Such amounts (if any) would be payable to Issuer Account Provider at Priority Level 3 of the Revenue Priority of Payments or, as applicable, Priority Level 2 of the Accelerated Priority of Payments or when otherwise invoiced to the Issuer, and would reduce the amount available to the Issuer to make payments in respect of the Notes.

4.3 **Security and insolvency considerations**

4.3.1 **Insolvency proceedings**

While the Transaction structure is designed to reduce the likelihood of the Issuer becoming the subject of insolvency proceedings (see, for example:

- (a) the activities of the Issuer will be restricted by the Transaction Documents and will be limited, among other things, to acting as the Issuer in relation to the Transaction as an investment company, including issuing the Notes, purchasing the Portfolio, appointing Transaction Servicers (see 14.1 *Overview of provision of services to the Issuer*) and exercising of related rights and powers referred to in this Prospectus or reasonably incidental thereto (see further 10.1.6 *Activities of the Issuer*); and
- (b) only the Note Trustee and/or, as applicable, the Security Trustee may pursue the remedies available under the general law, under the Security or under any Transaction Document and no other Transaction Party shall be entitled to proceed directly against the Issuer to enforce any such remedies or enforce the Security or any Transaction Document (including, without limitation, take or initiate any insolvency or other proceedings or steps against the Issuer), (see further Note Base Condition 11 *No action, limited recourse and prescription* and 20.1.2 *Security Intercreditor Deed*)),

there can be no assurance that the Issuer will not become the subject of insolvency proceedings and/or adversely affected by the application of insolvency laws.

If the Issuer became the subject of insolvency proceedings and/or was adversely affected by the application of insolvency laws, it could result in loss of and/or delays in payment of interest, principal or other amounts in respect of the Notes, hinder, increase costs of and/or delay the exercise of rights in respect of the Notes; and/or hinder, increase costs of and/or delay transfers of or granting security over a Book Entry Interest in respect of the Notes.

4.3.2 **Examinership**

Examinership is a court procedure available under the Companies Act 2014 of Ireland (as amended) to facilitate the survival of Irish companies in financial difficulties.

A company, its directors, a contingent, prospective or actual creditor or shareholders holding, at the date of presentation of the petition, not less than one-tenth of the voting share capital of the relevant company are each entitled to petition the court for the appointment of an examiner. The examiner, once appointed, has the power to set aside contracts and arrangements entered into by the company after this appointment and, in certain circumstances, can avoid a negative pledge given by the company prior to this appointment. Furthermore, the examiner may sell assets that are the subject of a fixed charge. However, if such power is exercised the examiner must account to the holders of the fixed charge for the amount realised and discharge the amount due to the holders of the fixed charge out of the proceeds of the sale.

During the period of protection, the examiner will compile proposals for a compromise or scheme or arrangement to assist in the survival of the company or the whole or any part of its undertaking as a going

concern to be voted on by the company's creditors. The examiner has a maximum of 100 days from the date of the presentation of the petition to formulate its proposals, convene meetings of the company's creditors to vote on the proposals, and to report to either the Irish Circuit Court or the Irish High Court (as applicable, and each, a **Relevant Irish Court**) on the proposals and the outcome of the creditors' meetings. Once the examiner has submitted his or her final reports to the Relevant Irish Court with respect to the proposals within the maximum 100 days from the date of the petition, the period of protection can be extended, for such further period as the Court may allow but in no circumstances can the period of protection extend for more than 12 months from the date of the presentation of the petition. A scheme of arrangement may be approved by a Relevant Irish Court only if, among other things, one of the following voting thresholds has been met:

- (a) a majority in number of creditors whose interests or claims would be impaired by implementation of the proposals, representing a majority in value of the claims that would be impaired by implementation of the proposals, have voted to accept the proposals; or
- (b) if the above requirement is not satisfied, then a majority of the classes of creditors whose interests would be impaired by the scheme of arrangement have voted to accept the proposals, provided that at least one of those creditor classes is a class of secured creditors or is senior to the class of ordinary unsecured creditors; or
- (c) if the above requirements are not satisfied, then at least one class of creditors whose interests or claims would be impaired by the proposals, upon a valuation of the company as a going concern who would be reasonably presumed to receive a payment if the normal ranking of liquidation priorities were applied, has voted to accept them,

and the Relevant Irish Court is satisfied that:

- (a) no dissenting creditor would be worse off if the proposals are confirmed and implemented than such a creditor would be if the normal ranking of liquidation priorities were applied, either in the event of liquidation, whether piecemeal or by sale as a going concern, or in the event of the next-best-alternative scenario if the proposals were not confirmed; and
- (b) the proposals are not unfairly prejudicial to the interests of an interested party.

In considering proposals by the examiner, it is likely that secured and unsecured creditors would form separate classes of creditors. In the case of the Issuer, if the Security Trustee represented the majority in number and value of claims within the secured creditor class (which would be likely given the restrictions agreed to by the Issuer in the Note Conditions), the Security Trustee would be in a position to reject any proposal which was unfavourable to the Noteholders. The Security Trustee would only be obliged to reject any proposed act if (a) it were instructed on the instructions of the Noteholders through a Noteholder Extraordinary Resolution and (b) it were indemnified and/or secured and/or prefunded to its satisfaction against any liabilities which it may incur by so acting. To the extent so instructed and indemnified, the Security Trustee may be entitled to argue, on behalf of the Security Creditors, at any Irish Court hearing at which the proposed scheme of arrangement is considered that the proposals are unfair and inequitable in relation to the Noteholders or the other Security Creditors, or do not satisfy the "best interests of creditors test", especially if such proposals included a writing down to the value of amounts due by the Issuer to the Noteholders or the other Security Creditors or resulted in Noteholders or the other Security Creditors receiving less than they would have if the Issuer was wound up.

Once confirmed by the Relevant Irish Court, the scheme of arrangement becomes binding on the company, its shareholders and all creditors whose rights are impaired by the scheme of arrangement and who received notice of the meetings convened for the purposes of voting on the proposals.

If an examiner were appointed to the Issuer, there are a number of risks to the Noteholders, including that:

- (a) the Security Trustee may not be able to enforce the Security during the period of examinership;
- (b) any approved scheme of arrangement may involve the writing down of the debt due by the Issuer to the Noteholders and the other Security Creditors as secured pursuant to the Security Documents;
- (c) where a scheme of arrangement is not approved and the Issuer subsequently goes into liquidation, the examiner's remuneration and expenses (including certain borrowings incurred by the examiner on behalf of the Issuer and approved by the Relevant Irish Court) will take priority over the amounts secured by the charges held for the benefit of the Noteholders and the other Security Creditors under the Security Documents; and

- (d) the examiner would seek to set aside any negative pledge in the Notes prohibiting the creation of security or the incurring of borrowings by the Issuer to enable the examiner to borrow to fund the Issuer during the protection period.

4.3.3 **Fixed charges may take effect as floating charges**

Under Irish law, a key requirement to create a fixed charge is that the person creating the charge does not have liberty to deal with the assets which are the subject matter of the security. Dealing with the assets includes disposing of such assets or expending or appropriating the monies or claims constituting such assets. Accordingly, if and to the extent that such liberty is given to the Issuer, under Irish law any such fixed charge may instead operate as a floating charge.

In particular, the Irish courts have held that in order to create a fixed charge on receivables it is necessary to oblige the chargor to pay the proceeds of collection of the receivables into a designated bank account and to prohibit the chargor from withdrawing or otherwise dealing with the monies standing to the credit of such account without the consent of the chargee.

Floating charges have certain weaknesses, including that (a) they have weak priority against purchasers (who are not on notice of any negative pledge contained in the floating charge), chargees of the assets concerned, lien holders, execution creditors and creditors with rights of set-off; (b) they rank after certain preferential creditors (such as claims of employees and certain taxes on winding-up) and certain insolvency remuneration expenses and liabilities; (c) the examiner of a company has certain rights to deal with the property covered by the floating charge; and (d) they rank after fixed charges.

In case of any recharacterisation of a fixed charge as a floating charge, there can be no assurance that Noteholders will not be adversely affected by any resulting change in ranking of the security or any reduction in floating charge realisations upon enforcement of the security.

4.3.4 **Preferred creditors under Irish Law**

Under Irish law, if a liquidator or a receiver is appointed to an Irish company such as the Issuer, the claims of a limited category of preferential creditors will take priority over the claims of unsecured creditors and holders of floating security. These preferred claims include taxes, such as income tax and corporation tax payable before the date of appointment of the liquidator or receiver and arrears of VAT, together with accrued interest thereon. For the circumstances in which fixed security granted by the Issuer may take effect as floating security, please refer to 4.3.3 *Fixed charges may take effect as floating charges*.

Under Irish law, upon an insolvency of an Irish company such as the Issuer, when applying the proceeds of assets subject to fixed security which may have been realised in the course of a liquidation or receivership, the claims of a limited category of creditors will take priority over the claims of creditors holding the relevant fixed security. These preferred claims include the remuneration, costs and expenses properly incurred by any examiner of the company which have been approved by the Irish courts. Please refer to 4.3.2 *Examinership* for further information.

The holder of a fixed security over the book debts of an Irish incorporated company (which would include the Issuer) may be required by the Irish Revenue Commissioners, by notice in writing from the Irish Revenue Commissioners, to pay to them sums equivalent to those which the holder received in payment of debts due to it by the company. Where the holder of the security has given notice to the Irish Revenue Commissioners of the creation of the security within 21 days of its creation, the holder's liability is limited to the amount of certain outstanding Irish tax liabilities of the company (including liabilities in respect of value added tax) arising after the issuance of the Irish Revenue Commissioners' notice to the holder of fixed security.

The Irish Revenue Commissioners may also attach any debt due to an Irish tax resident company (or any person who is liable to pay, remit or account for tax to the Irish Revenue Commissioners) by another person in order to discharge any liabilities of the company in respect of outstanding tax (whether Irish, EU, or pursuant to a treaty or mutual assistance agreement) whether the liabilities are due on its own account or as an agent or trustee. The scope of this right of the Irish Revenue Commissioners has not yet been considered by the Irish courts and it may override the rights of holders of security (whether fixed or floating) over the debt in question.

In relation to the disposal of assets of an Irish tax resident individual which are subject to security, such as the disposal of a property on which the borrower has secured a mortgage loan, a person entitled to the benefit of the security may be liable for tax in relation to any capital gains made by the individual on a disposal of those assets on exercise of the security. Capital gains tax will arise on the gain at a rate which is currently 33%. Tax is calculated by reference to the excess of the net disposal proceeds over the allowable acquisition costs (including enhancement expenditure) and is calculated without reference to the amounts

outstanding on a mortgage loan. There is an exemption from Irish capital gains tax on gains arising on the disposal by an individual of his principal private residence, which broadly covers gains arising on the disposal of the dwelling house which has been occupied by the individual as his only or main residence since he acquired the property.

If the preferred claims described above arise in relation to the Issuer, they may reduce the amounts available to the Issuer to pay amounts owing on the Notes and, in turn, a Noteholder may not receive the full amount owing on such Notes.

4.3.5 **Insolvency proceedings and subordination provisions**

There is uncertainty as to the validity and/or enforceability of a provision which (based on contractual and/or trust principles) subordinates certain payment rights of a creditor to the payment rights of other creditors of its counterparty upon the occurrence of insolvency proceedings relating to that creditor.

The United Kingdom Supreme Court has held that a flip clause as described above is valid under English law. Contrary to this, however, the U.S. Bankruptcy Court has held that such a subordination provision is unenforceable under U.S. bankruptcy law and that any action to enforce such provision would violate the automatic stay which applies under such law in the case of a U.S. bankruptcy of the counterparty; however, the U.S. Court of Appeals for the Second Circuit subsequently affirmed a March 2018 decision by the U.S. District Court for the Southern District of New York that flip clauses are protected under section 560 of the U.S. Bankruptcy Code, and are therefore enforceable in bankruptcy. The implications of this conflict remain unresolved, particularly as several subsequent challenges to the U.S. decision have been settled and certain other actions which raise similar issues are currently pending.

In general, if a subordination provision included in the Transaction Documents (such as a provision of the applicable Priority of Payments) was successfully challenged under the insolvency laws of any relevant jurisdiction outside Ireland and any relevant foreign judgment or order was recognised by the Irish courts, there can be no assurance that such actions would not adversely affect the rights of the Noteholders, the market value of the Notes and/or the ability of the Issuer to satisfy its obligations under the Notes.

Lastly, given the general relevance of the issues under discussion in the judgments referred to above, there is a risk that the final outcome of the dispute in such judgments (including any recognition action by the Irish courts) may result in negative rating pressure in respect of the Rated Notes. If any rating assigned to the Rated Notes is lowered, the market value of the Notes may reduce.

4.4 **Risks relating to other parties**

4.4.1 **Risks relating to reliance on other Transaction Parties**

As a special purpose vehicle with no employees and no subsidiaries the Issuer relies on other Transaction Parties (including, without limitation, Transaction Servicers) to perform their obligations under Transaction Documents. See, in particular, 4.4.9 *Historical Under-charging Event by the Mortgage Administrator*, 14 *Provision of services to the Issuer* and 18 *Credit structure*. Noteholders may be adversely affected if any of such other parties fail to perform their obligations (including, without limitation, as a result of fraud, negligence or mistake) and/or are removed or if such a party resigns without a sufficiently experienced replacement or any replacement being appointed in their place on substantially the same terms promptly thereafter.

4.4.2 **Limits on recourse etc. to Transaction Parties**

Neither the Issuer, nor the Note Trustee nor the Security Trustee will have any recourse to any Transaction Party other than in respect of a breach by, as applicable, it under each relevant Transaction Document to which it is a party. There can be no assurance that any Transaction Party will have the financial or other resources to fully perform and comply with its obligations under each relevant Transaction Document to which it is a party. If any Transaction Party has insufficient the financial or other resources to fully perform and comply with its obligations under each relevant Transaction Document to which it is a party and/or to rectify and/or provide compensation for any breach of its obligations under each relevant Transaction Document to which it is a party, this could cause loss to the Issuer and adversely affect the timing of receipt, and ultimate amount received, in respect of the Notes.

In particular (but without limitation), as a practical matter, the ability of the Seller to make any payments or otherwise discharge its liabilities or obligations under any Transaction Document to which it is a party will be limited. The Seller is a special purpose vehicle with limited assets and funds and as such will, after having satisfied its liabilities and obligation to pay its secured creditors, have limited resources available to it to fulfil its liabilities or obligations under any such Transaction Document. The liabilities or obligation of the Seller to the Issuer, the Security Trustee and/or any other Transaction Party are not guaranteed nor will

they be the responsibility of any person other than the Seller, and, as such neither the Issuer, nor the Security Trustee, nor any other Transaction Party will have recourse to any other person in the event that the Seller, for whatever reason, fails to fulfil its liabilities or obligations under any such Transaction Document, this may have an adverse effect on the Issuer's ability to make payments on the Notes. The Issuer and the Security Trustee have also agreed that it will not take any action to wind up the Seller or initiate similar proceedings. This may affect the ability of the Issuer and the Security Trustee to exercise effectively certain rights under any such Transaction Document.

Investors should also note that the liabilities and obligations of the Seller, pursuant to the Mortgage Sale Agreement, to make indemnity payments or payments of damages to the Issuer as a result of a breach of any Mortgage Warranty will be subject to a time limitation and will not extend beyond 2 years from the Closing Date and be subject to certain aggregate caps and de minimis amounts (see 4.2.8(b) *Limitations on liability for a breach of any Mortgage Warranty*).

4.4.3

Application of insolvency or similar laws to Transaction Parties

As indicated in 4.4.1 *Risks relating to reliance on other Transaction Parties*, the Transaction involves a number of third parties who are or will be party to a Transaction Document. These Transaction Parties may be subject to a range of differing laws, resolutions and regimes in different jurisdictions, including in the event that they become insolvent or experience financial difficulties or adverse events.

If a Transaction Party (such as a Transaction Servicer and the Hedge Provider) becomes affected by such laws, resolutions and/or regimes, it may affect the ability of any relevant party to satisfy its obligations under the Transaction Documents and there can be no assurance that Noteholders will not be adversely affected as a result.

4.4.4

Risks relating to payments under Hedge Agreement

(a) Non-receipt of amounts under the Hedge Agreement

If the Hedge Provider defaults in (whether due to the insolvency of the Hedge Provider or otherwise), or (when entitled to do so) terminates, its obligations to make payments of amounts to the Issuer under the Hedge Agreement in each case on the relevant Payments Date or if such Hedge Agreement terminates for any other reason, the Issuer will be exposed to certain interest basis risk or changes in currency exchange rates (as appropriate).

If the relevant Hedge Provider does not make such payments under the Hedge Agreement and/or fails to provide collateral at the times and to the extent required under the Hedge Agreement and/or, following a termination of the Hedge Agreement, a replacement hedge agreement is not promptly entered into the Issuer may have insufficient funds to make payments due on the Notes and/or such payments may be delayed (and the Issuer would be an unsecured creditor of the Hedge Provider).

(b) Replacement of Hedge Agreement

Upon early termination of the Hedge Agreement, the Issuer will endeavour, although this cannot be guaranteed, to find a replacement Hedge Provider that will enter into a replacement Hedge Agreement. No assurance can be given that the Issuer will be able to enter into replacement hedge agreements with a suitably rated replacement hedge provider or that such replacement hedge agreements are entered into promptly enough, to prevent a Rating Adverse Action (including, without limitation, where the Issuer has insufficient funds in the circumstances referred to in 4.4.4 *Risks relating to payments under Hedge Agreement*). Nor can any assurance be given, if one or more such replacement transactions are entered into, as to the credit rating or creditworthiness of the replacement hedge provider under such replacement hedge agreements.

4.4.5

Risks relating to changes in relation to Transaction Parties

Certain Transaction Parties are required to satisfy certain criteria in order that they can continue to have their role and be a party to the applicable Transaction Documents. See, in particular, 8 *Triggers tables*, 14 *Provision of services to the Issuer* and 18 *Credit structure*).

These criteria may, as applicable, include requirements imposed under the FSMA and requirements in relation to the ratings ascribed to such Transaction Party by the relevant Rating Agencies. If the relevant Transaction Party ceases to satisfy the applicable criteria, including the ratings, then the rights and obligations of that Transaction Party (including the right or obligation to receive monies on behalf of the Issuer) may be required to be transferred to another entity which does satisfy the applicable criteria. In these circumstances, it may not be possible to find, or there may be a significant delay in finding, an entity that satisfies the applicable criteria, including the ratings, who would be willing to act in the role. Even if a replacement entity is willing to act, the terms agreed with the replacement entity may not be as favourable as those agreed with the original Transaction Party pursuant to the relevant Transaction Document and the

cost to the Issuer may therefore increase. This may reduce amounts available to the Issuer to make payments on the Notes and/or lead to a downgrade in the ratings of the Notes.

In addition, should the applicable criteria cease to be satisfied, then the parties to the relevant Transaction Document may agree to amend or waive certain of the terms of such Transaction Document, including the applicable criteria, in order to avoid the need for a replacement entity to be appointed. The consent of Noteholders may not be required in relation to such amendments and/or waivers.

4.4.6

Certain interests and potential for conflicts

Transaction Parties may perform multiple roles in relation to the Transaction. The Transaction Parties may, pursuant to the Transaction Documents, be replaced by one or more new parties. The Transaction Parties (including any replacements) and advisers or any affiliates of any of them may have existing or future business relationships with any other Transaction Parties (including any replacements) and advisers or any affiliates of any of them and with other persons, in each case whether similar to or in competition with the business of the Issuer and in doing so may pursue actions and take steps that they deem appropriate to protect their interests arising therefrom without regard to the consequences for any Noteholder.

Accordingly, conflicts of interest may exist or may arise as a result of Transaction Parties having previously engaged or in the future having activities involving other Transaction Parties, having multiple roles or carrying out other transactions for third parties, which might ultimately have a negative impact on the ability of the Issuer to perform its obligations in respect of the Notes.

In particular, without limitation, investors should note that the Issuer understands that:

- the Arranger, the Joint Lead Managers and/or other Transaction Parties may have engaged in, and may in the future engage in, investment banking and/or commercial banking or other services for the Issuer, Porta Falsa DAC and/or Continental Structured Ventures, Ltd. or their respective affiliates in the ordinary course of business (and, without limitation, may perform services for, may also include providing or arranging financing to any transaction referred to in 4.6.3(d) *Raising of financing against Notes held by Risk Retention Holder for risk retention*);
- the Arranger, any Joint Lead Manager, Porta Falsa DAC and Continental Structured Ventures, Ltd. and other Transaction Parties and/or their affiliates may hold some of the Notes from time to time;
- Porta Falsa DAC intends to apply part of the Portfolio Sale Consideration that it receives from the Issuer in respect of the Portfolio in making one or more payments to Continental Structured Ventures, Ltd. (being the parent of Porta Falsa DAC in connection with the Portfolio);
- Continental Structured Ventures, Ltd. intends to apply all or part of the amounts that it receives from Porta Falsa DAC in or towards subscribing the Allocated Notes on the Closing Date; and
- Porta Falsa DAC and/or Continental Structured Ventures, Ltd. may hold Notes from time to time, and each will be entitled to exercise all rights as holders of such Notes and no specific limitations apply to them as such holders,

and, in each case, may and will act in their own commercial interests and will not be required to take into account the interests of the Noteholders or any other Transaction Party and may derive fees and other revenues from such interests and arrangements.

Rule 192 pursuant to Section 27B of the U.S. Securities Act prohibits a securitisation participant from directly or indirectly entering into a transaction that would involve or result in a material conflict of interest with any investor, subject to exceptions for certain risk-mitigating hedging activities, liquidity commitments and bona-fide market making activities with respect to any asset-backed security, the first closing of the sale of which occurs on or after 9 June 2025. Under Rule 192, a 'securitization participant' is an underwriter, placement agent, initial purchaser, sponsor or certain affiliates and subsidiaries of any such party. There are a number of uncertainties regarding Rule 192 and its potential impact on securitization participants.

4.4.7

Technology risks impacting Transaction Parties

With the increased use of technologies such as the internet and the dependence on computer systems to perform necessary business functions, the other Transaction Parties relied upon by the Issuer (including, without limitation, Transaction Servicers and the Hedge Provider) may be exposed to operational and information security risks resulting from cyber-attacks. In general, cyber-attacks result from deliberate attacks, but unintentional events may have effects similar to those caused by cyber-attacks. Cyber-attacks include, among other behaviours, stealing or corrupting data maintained online or digitally, denial-of-service attacks on websites, the unauthorised release of confidential information and causing operational

disruption. Successful cyber-attacks against, or security breakdowns of, those other parties may adversely impact the ability of those other parties carry out their duties. Those other Transaction Parties may also incur substantial costs for cyber security risk management in order to prevent any cyber incidents in the future. With respect to any business continuity plans and systems designed to prevent such cyber-attacks, there are inherent limitations in such plans and systems including the possibility that certain risks have not been identified.

Such cyber-attacks may cause such other Transaction Parties to fail to perform their obligations under the applicable Transaction Documents and, in turn, that could have a negative impact on the ability of the Issuer to perform its obligations in respect of the Notes, including resulting in the Issuer having insufficient funds to make payments due on the Notes and/or such payments being delayed.

4.4.8

Other risks impacting Transaction Parties

Investors should also be aware that Transaction Parties relied upon by the Issuer (including, without limitation, Transaction Servicers and the Hedge Provider) (and, by extension, the Issuer's ability to meet its obligations in respect of the Notes) may be adversely impacted (in particular, their fulfilment of liabilities and obligations under the Transaction Documents to which they are a party) by the general economic climate and factors outside of their control, including disruptions due to technical difficulties and local, national and/or global events and/or factors (such as epidemics and pandemics) and/or the failure of another person to fulfil its liabilities and obligations under the Transaction Documents.

One of the lasting impacts of the COVID-19 outbreak is that many organisations (including courts, other government agencies and service providers) have implemented policies requiring their employees to work at home. Such remote working policies are dependent upon a number of factors to be successful, including communications, internet connectivity and the proper functioning of information technology systems, all of which can vary from organisation to organisation. As a result, such remote working policies may lead to delays or disruptions in performing otherwise routine functions.

In particular, whilst the systems and infrastructure of the Mortgage Administrator have continued to routinely operate and function to date, there is no guarantee that this will continue and such factors may affect the servicing, collection and enforcement of the Mortgage Loans by the Mortgage Administrator in accordance with the Mortgage Administration Agreement, as applicable.

In the event that any of the Transaction Parties were to fail to fulfil its liabilities and obligations under the Transaction Documents to which it is a party, then the Issuer may be unable to perform its obligations under the Notes, including its obligations to make timely payments on the Notes.

4.4.9

Historical Under-charging Event by the Mortgage Administrator

In February 2024 the Mortgage Administrator announced that it had discovered an error in its mortgage repayment process which has led to some customers being underbilled for their monthly mortgage repayments (the **Under-charging Event**). The Under-charging Event occurred because those customers did not receive the correct monthly increase on their payments following interest rate increases. The Mortgage Administrator notified the Central Bank of Ireland (the **Central Bank**) of the Under-charging Event and engaged with the Central Bank regarding a remediation plan. The Under-charging Event impacted a total of approximately 1,200 loans in the Portfolio. The Mortgage Administrator did not seek to recover any of the interest it did not collect as a result of the Under-charging Event from such mortgage customers, and it offered impacted customers a range of options before the correct monthly payment terms came into effect. The Under-charging Event is likely to have resulted in interest collections from such customers being lower than they may otherwise have been. The Mortgage Administrator completed the remediation of most of these loans during the course of 2024 and the remediation of the small residual number of such loans being completed in 2025. As at the date of this Prospectus all loans impacted by the Under-charging Event have been fully remediated with no overhang of issues or customer complaints. As well as remediation work on any loans that were impacted by the Under-charging Event, the Mortgage Administrator also reviewed root causes for the Under-charging Event and implemented new processes, procedures and quality assurance checks to minimise the risk that similar errors occur following any subsequent interest rate changes.

Failures or defects in the processes, procedures and/or systems used by Transaction Parties and or failures by their staff, as illustrated by the Under-charging Event, may cause such Transaction Parties to fail to perform their obligations under the applicable Transaction Documents and, in turn, that could have a negative impact on the ability of the Issuer to perform its obligations in respect of the Notes, including resulting in the Issuer having insufficient funds to make payments due on the Notes and/or such payments being delayed.

4.5 Certain regulatory risks relating to the Security Assets

4.5.1 Risks arising from regulation of activities and aspects of certain Mortgages

As indicated in 11.9 *Mortgage regulation in Ireland*, there are laws which regulate a range of activities in respect of certain types of Mortgages originated in Ireland, including (without limitation):

- the regulatory regime under the CCA and the Mortgage Credit Regulations (see further detail in 11.9.1 *Consumer Credit Act 1995 and the Mortgage Credit Regulations*);
- the Distance Marketing of Consumer Financial Services Directive and the European Communities (Distance Marketing of Consumer Financial Services) Regulations 200 (see further detail in 11.9.2 *Distance marketing*),
- the Consumer Protection Code (see 11.9.6 *Consumer Protection Code*) applicable to the Mortgage Administrator and the Legal Title Holder, and
- the Arrears Code, being a legally binding code published by the Central Bank on the handling of mortgage arrears and pre-arrears, described in 11.9.5 *Code of conduct on Mortgage arrears*.

These laws (taken together) apply to a wide range of activities and aspects throughout the life cycle of an affected Mortgage.

No assurance can be given that these laws will not have an adverse effect on the Issuer (including, but not limited to, adversely affecting the Issuer's ability to make payments on the Notes such that the payments on the Notes could be reduced or delayed). In particular, without limitation, a Mortgage Borrower may, in certain circumstances, be entitled to claim reimbursement and/or damages for loss suffered as a result of any contravention of the above laws and may be able to set off the amount of the claim against the amount owing by that Mortgage Borrower under the Mortgage (see 4.2.7 *Set-off may adversely affect the return on the Notes*).

If the timing of the payments, as well as the quantum of such payments, in respect of the Portfolio is adversely affected by any of the risks described in this section, then payments on the Notes could be reduced and/or delayed and could ultimately result in losses on the Notes. Given the unpredictable effect such factors may have on the local, national or global economy, no assurance can be given as to the impact of any of the matters described in this section and, in particular, no assurance can be given that such matters would not adversely affect the ability of the Issuer to satisfy its obligations under the Notes.

4.5.2 Risks arising from reliance on Transaction Parties to carry out regulated activities relating to Mortgages

The Issuer does not hold, and does not intend to hold, any regulatory authorisation or permission. Instead, the Issuer will rely on the Legal Title Holder and the Mortgage Administrator to have the required authorisation, permission and/or registration (as applicable) to carry out regulated activities (as applicable) in relation to the Mortgages in the Portfolio. See 4.4.1 *Risks relating to reliance on other Transaction Parties* and 4.4.5 *Risks relating to changes in relation to Transaction Parties*.

Accordingly, the Issuer incurs the fees, costs and expenses payable to the Legal Title Holder and the Mortgage Administrator for carrying out such regulated activities and, if applicable, the cost and expense of replacing the Legal Title Holder and the Mortgage Administrator, and such fees, costs and expenses may adversely affect the Issuer's ability to make payments in full when due on the Notes.

4.5.3 Risks arising from regulation of contract terms of certain Mortgages

In addition, as indicated in 11.9.3 *Unfair terms*, there are laws which, in relevant circumstances, can result in an express written term of certain Mortgages being rewritten by the court, a direction being made in respect of that term by a regulator or that term being declared unenforceable against the Mortgage Borrower.

No assurance can be given that such above laws and/or court decisions (or future changes to those) will not have an adverse effect on the Issuer (including, but not limited to, adversely affecting the Issuer's ability to make payments on the Notes such that the payments on the Notes could be reduced or delayed).

Given that Mortgages are typically originated using the same or similar procedures and/or processes and forms developed by the relevant Originator, where there is a contravention of the above laws or an adverse decision by a court or the Ombudsman, it may adversely affect a significant number of the Mortgages within a Portfolio and, in turn, have an adverse effect on the return in respect of the relevant Notes.

4.5.4 Potential effects of any additional regulatory changes

In Ireland, regulators have recently carried out, or are currently conducting, several enquiries. In recent years there have been several issues in the Irish financial services industry in which these local bodies have intervened directly, including sale of certain types of residential mortgages, dealing with arrears and enforcement of residential mortgages, the sale of card and identity protection policies, interest rate hedging products, payment protection insurance, personal pensions and mortgage-related endowments.

For example, without limitation, in recent years there has been from time to time proposals by opposition political parties in Ireland which contemplated legislation:

- giving the Central Bank the power to cap standard variable rates of interest applicable to mortgage loans in certain circumstances; and
- prohibiting a loan secured by a mortgage over a residential property from being transferred without the written consent of the borrower.

These proposals were opposed by other political parties and some regulators and were not enacted and as at the date of this Prospectus there are no corresponding proposals being actively pursued by any of the leading political parties in Ireland.

No assurance can be given that changes will not be made to the regulatory regime and developments described above in respect of the mortgage market in Ireland generally or specifically in relation to the Portfolio. In particular, there can be no assurance that the Irish government or regulatory bodies, will not take further steps in response to the rising cost of living in Ireland which may impact the performance of the Mortgages, including further amending and extending the scope of the laws, regulations, guidance (see further 11.9 *Mortgage regulation in Ireland*).

Any such action or developments, in particular, but not limited to, the cost of compliance, may have a material adverse effect on the Portfolio and/or certain Transaction Parties. This may adversely affect the Issuer's ability to make payments in full when due on the Notes.

4.5.5 Non-disclosure of broker commissions

A proportion of the Mortgages in the Portfolio may have been originated through intermediaries, including mortgage brokers and mortgage advisers, and, in line with common market practice, the Originator may have paid commissions to such intermediaries in consideration for such activities in the form of a procurement fee. The Issuer understands that it was common market practice not to disclose to Mortgage Borrowers the payment of such commissions. Although the amount of commission paid was typically low there is a risk that, if these commissions were not disclosed or were inadequately disclosed to Mortgage Borrowers, the courts may interpret any lack of disclosure as creating a potentially unfair relationship which could result in claims being made by Mortgage Borrowers (depending on the circumstances), if (a) only the existence but not the amount of the commission was disclosed, (b) the existence and amount of commission was disclosed but the amount was excessive or (c) the existence of the commission was not disclosed. Where such claim is not remediated, the Mortgage Borrower may be able to offset the amounts of such claim against the payments due under the relevant Mortgage Loans, thereby reducing the amounts available to the Issuer.

Unlike in the UK, there has not been a significant level of litigation in respect of non-disclosure of broker commissions in Ireland. However, there can be no assurance that there may not be such litigation in the future. In the event of a successful claim in the Irish courts by a Mortgage Borrower, a court may order payment of damages to such Mortgage Borrower. Based on the approach taken by the courts in the UK, if a claim in relation to (a) above were successful, it is likely that a court would order payment to such Mortgage Borrower of the amounts of commission paid in respect of the affected Mortgage Loan together with interest on that amount (although the court would have discretion as to the remedy that it would award the Mortgage Borrower in the circumstances). If a claim in relation to (b) or (c) were successful, the award to such Mortgage Borrower would likely be greater.

4.6 Certain regulatory risks applicable to the Notes

4.6.1 Responsibility of investors

Each prospective investor is required to independently assess the treatment of the Notes for legal, regulatory or other purposes and its ability to purchase the Notes under applicable legal, regulatory and/or other restrictions and to independently assess and determine the sufficiency of the information described in this Prospectus generally for the purposes of complying with applicable laws and regulations (including any technical standards, implementing technical standards and any other implementing provisions in their jurisdiction). In particular, in the UK, Europe, the U.S. and elsewhere there is increased political and

regulatory scrutiny of the asset-backed securities industry which has resulted in a raft of measures for increased regulation which are currently at various stages of implementation and which may have an adverse impact on the regulatory capital charge to certain investors in securitisation exposures and/or the incentives for certain investors to hold asset-backed securities, and may thereby affect the liquidity of such securities. These matters may adversely affect the value and liquidity of the Notes.

In general, prospective investors should consult their own advisers and regulators as to the regulatory requirements in respect of the Notes (including, in particular, regulatory capital and liquidity). No predictions can be made as to the precise effects of such matters on any prospective investor or otherwise. None of the Issuer or the other Transaction Parties makes any representation that the information described in this Prospectus and otherwise which may be made available to investors is sufficient in all circumstances to determine the legal and regulatory treatment of the Notes. See 1.1 *Prospective investors*.

Without prejudice to the foregoing paragraphs, the following are some regulatory aspects that may be relevant to certain prospective investors in the Notes:

4.6.2 **Basel regulatory capital and liquidity framework**

Investors should note in particular that the Basel Committee on Banking Supervision (the **Basel Committee**) approved significant changes to the Basel regulatory capital and liquidity framework (such changes being commonly referred to as Basel III in respect of reforms finalised prior to 7 December 2017, and as Basel IV in respect of reforms finalised on or after that date (together, **Basel III/IV**)). Implementation of Basel III/IV requires national legislation and therefore the final rules and the timetable for their implementation in each jurisdiction may be subject to some level of national variation. The Basel Committee has also published certain proposed revisions to the securitisation framework, including proposed new hierarchies of approaches to calculating risk weights and a new risk weight floor of 15%. The Basel Committee continues to work on new policy initiatives. National implementation of the Basel III/IV reforms may vary those reforms and/or their timing. It should also be noted that changes to regulatory capital requirements have been made for insurance and reinsurance undertakings through participating jurisdiction initiatives, such as the Solvency II framework in Europe.

Implementation of the Basel framework (to the extent that it has not already been fully implemented in member countries) and/or of any of the changes put forward by the Basel Committee as described above may have an impact on the capital requirements in respect of the Notes and/or on incentives to hold the Notes for investors that are subject to requirements that follow the relevant framework and, as a result, may affect the liquidity and/or value of the Notes.

In general, prospective investors should consult their own advisers as to the regulatory requirements in respect of the Notes (including, in particular, regulatory capital and liquidity) and as to the consequences for and effect on them of any changes to the Basel framework (including the changes described above) and the relevant implementing measures. No predictions can be made as to the precise effects of such matters on any prospective investor or otherwise.

4.6.3 **Regulatory requirements in relation to aspects of securitisation**

(a) **Responsibility of investors**

Prospective investors of Notes are themselves responsible for knowing, assessing and monitoring requirements of the Securitisation Frameworks and U.S. Retention Rules, any relevant national measures or any other legal, regulatory or other requirements applicable to them, the consequences of any non-compliance with those requirements (including, among other things, any negative effect on the regulatory position of, and the capital charges on, the Notes and the liquidity and price of those Notes) and, where appropriate, for taking independent advice on those requirements and consequences. In particular, each prospective investor is required independently to assess and determine the sufficiency of the information described above and in the applicable Prospectus generally for the purposes of complying with the Securitisation Frameworks and U.S. Retention Rules, any relevant national measures or any other applicable legal, regulatory or other requirements and none of the Issuer or any other Transaction Party:

- makes any representation that the information described above or in the applicable Prospectus is sufficient in all circumstances for such purposes,
- has any liability to any prospective investor or any other person for any insufficiency of such information or any failure of the transactions contemplated in the applicable Prospectus to comply with or otherwise satisfy the requirements of the Securitisation Frameworks and U.S. Retention Rules, any relevant national measures or any other applicable legal, regulatory or other requirements, or

- has any obligation to ensure compliance with the requirements of the Securitisation Frameworks and U.S. Retention Rules, any relevant national measures or any other applicable legal, regulatory or other requirements, other than the obligations of the applicable Transaction Parties in respect of the Securitisation Frameworks and U.S. Retention Rules indicated in this Prospectus.

Among other things, each Securitisation Framework includes risk retention and transparency requirements (imposed variously on the issuer, originator, sponsor and/or original lender of a securitisation) and due diligence requirements which are imposed, under the Securitisation Frameworks, on investors in a securitisation (see further 21.1 (*EU and UK securitisation frameworks*)). In particular:

- an investor (other than the originator, sponsor, or original lender) is restricted from investing in asset-backed securities (such as Notes) to which a Securitisation Frameworks applies unless that UK Affected investor is able to demonstrate that it has undertaken certain due diligence in respect of various matters (including, among other things, the position of its Note in the relevant priorities of payment and the structural features of the securitisation), and
- an investor (other than the originator, sponsor or original lender) holding a securitisation position is required to at least establish appropriate written procedures that are proportionate to the risk profile of the securitisation position and, where relevant, to the investor's trading and non-trading book, in order to monitor, on an ongoing basis, compliance with its due diligence requirements and the performance of the securitisation position and of the underlying exposures.

(b) **Restricted Basis applicable to obligations to comply with UK Securitisation Framework**

Prospective investors should note the Restricted Basis that applies to the Issuer and Risk Retention Holder's obligations to comply with the requirements of the UK Securitisation Framework indicated in 21.1.3 (*Basis of and limitations applicable to compliance with UK Securitisation Framework*), namely that the obligations of the Issuer and the Risk Retention Holder to comply with aspects of the UK Securitisation Framework (some of which are indicated in this section 21 *Certain regulatory aspects of securitisation*) are only on the following basis:

- (1) such obligations are strictly contractual pursuant to the terms of the applicable Transaction Documents containing such obligations and only relate to the UK Securitisation Framework as in effect and interpreted on the Closing Date and, to the extent that the UK Securitisation Framework (as in effect and interpreted on the Closing Date) is amended, a change in interpretation is introduced or new rules are introduced in relation to the UK Securitisation Framework (as in effect and interpreted on the Closing Date), in each case, following the Closing Date, the Issuer and the Risk Retention Holder will be under no obligation to comply with such amendments, change(s) in interpretation or new rules unless such amendments, change(s) in interpretation or new rules is favourable to the position of the Issuer and the Risk Retention Holder as at the time they become effective; and
- (2) such obligations may, in due course, be satisfied by compliance with, as applicable, an EU Equivalent Requirement.

(c) **Certain risks relating to the U.S. Retention Rules**

This Transaction will be subject to the U.S. Retention Rules, and the U.S. Retention Holder will hold the required U.S. Retained Interest as described in 21.6 *U.S. risk retention*. As at the Closing Date, the U.S. Retained Interest will be satisfied by the U.S. Retention Holder acquiring and, to the extent required, retaining through the Sunset Date an EHRI, in this case by retaining Z1 Notes having an Note Initial Principal Amount of at least EUR 15,225,000 and all of the Z2 Notes and the X Notes, in accordance with the U.S. Retention Rules. If, however, the U.S. Retention Holder or a majority-owned affiliate fails to retain credit risk in accordance with the U.S. Retention Rules, or engages in a hedging transaction with respect to the U.S. Retained Interest prior to the Sunset Date, the value and liquidity of the Notes may be adversely affected. In addition, no assurance can be given as to whether a failure by the U.S. Retention Holder to comply with the U.S. Retention Rules (regardless of the reason for such failure to comply) may give rise to regulatory action which may adversely affect the Notes or the market value of the Notes. Furthermore, the impact of the U.S. Retention Rules on the securitisation market generally is uncertain, and a failure by the U.S. Retention Holder to comply with the U.S. Retention Rules could therefore negatively affect the market value and secondary market liquidity of the Notes.

No Transaction Party or any of their affiliates makes any representation to any prospective investor or purchaser of the Notes as to whether the transactions described in this Prospectus comply as a matter of fact with the U.S. Retention Rules on the Closing Date or at any time in the future. Investors should therefore make themselves aware of the U.S. Retention Rules, changes and requirements thereto, and consult their own advisers as to the U.S. Retention Rules. No predictions can be made as to the precise effects of such matters on any investor or otherwise.

(d) **Raising of financing against Notes held by Risk Retention Holder for risk retention**

On or after the Closing Date, the Risk Retention Holder (which is also the U.S. Retention Holder) may directly or indirectly obtain funding to finance its economic exposure to some or all of (1) the Retained Interest required to be retained in compliance with the Securitisation Frameworks (see 21.2 *EU and UK risk retention requirements*), and (2) the U.S. Retained Interest required to be retained in compliance with the U.S. Retention Rules (see 21.6 *U.S. risk retention*).

Such financing may be provided by one or more of the Arranger, the Joint Lead Managers or their respective affiliates and may require the grant of a security interest over such financed Retained Interest and U.S. Retained Interest and result in the financing counterparty having enforcement rights and remedies in case of an event of default which may include the right to appropriate or sell the Retained Interest and the U.S. Retained Interest. In carrying out any such appropriation or sale, the financing counterparty would not be required to have regard for the Retention Requirement under the Securitisation Frameworks and the U.S. Retention Rules and any such sale or appropriation may therefore cause the Risk Retention Holder and/or U.S. Retention Holder, as applicable, to be in non-compliance with the Retention Requirement under the Securitisation Frameworks and the U.S. Retention Rules. In such an event, with respect to the Retention Requirement under the Securitisation Frameworks, Notes held by other investors could be subject to an increased regulatory capital charge levied by a relevant regulator with jurisdiction over any such investor, and, also, with respect to the U.S. Retention Rules and the Retention Requirement under the Securitisation Frameworks, the price and liquidity of the Notes held by an investor in the secondary market could be negatively impacted.

(e) **Impact of non-compliance with regulatory requirements**

Failure to comply with one or more of the requirements of the Securitisation Frameworks (including, as a result of the Restricted Basis) and U.S. Retention Rules may result in various penalties including, in the case of those investors subject to regulatory capital requirements, the imposition of a penal capital charge on the Notes acquired by the relevant investor. In addition, there is a risk that the consequences of non-compliance with applicable requirements of the Securitisation Frameworks (including, as a result of the Restricted Basis) and U.S. Retention Rules may include, but is by no means limited to, a decrease in demand for the Notes in the secondary market, which may lead to a decreased price for those Notes, or decreased liquidity and increased volatility in the secondary market and, therefore, an investor's ability to resell those Notes may be limited by market conditions and an investor must be prepared to bear the risk of holding its Notes until maturity.

Aspects of the requirements of the Securitisation Frameworks and U.S. Retention Rules and what is or will be required to demonstrate compliance to national regulators remain unclear and are still evolving. Investors who are uncertain as to the requirements that will need to be complied with in order to avoid the consequences of non-compliance should seek guidance from their regulator and/or take independent advice.

(f) **Not a simple, transparent and standardised securitisation**

As indicated in 21.4 *No EU or UK STS Securitisation designation or notification*, the Issuer and the Risk Retention Holder have not designated, and do not intend to designate, the Transaction as an STS Securitisation under either Securitisation Framework and the Risk Retention Holder has not made, and does not intend to make, any notification under Article 27(1) of the EU Securitisation or UK SECN 2.5 in respect of the Transaction. Prospective investors are themselves responsible for analysing their own regulatory position, and should consult their own advisers in this respect and should consider (and, where appropriate, take independent advice on) the consequence from a regulatory perspective of the Notes not being considered an STS Securitisation under either Securitisation Framework, including (but not limited to) that the lack of such designation may negatively affect the regulatory position of, and the capital charges on, the Notes and, in addition, have a negative effect on the price and liquidity of the Notes in the secondary market.

4.6.4

EU and UK European Market Infrastructure Regulation

The derivatives markets are subject to extensive regulation in a number of jurisdictions, including in the UK pursuant to Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July

2012 on OTC derivatives, central counterparties and trade repositories as amended by Regulation (EU) 2019/834 of the European Parliament and of the Council of 20 May 2019 as it forms part of the laws of the United Kingdom (**UK EMIR**) and, in Europe pursuant to Regulation (EU) 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and the trade repositories as amended by Regulation (EU) 2019/834 of the European Parliament and of the Council of 20 May 2019 (**EU EMIR**), each as amended, supplemented and/or replaced from time to time.

UK EMIR and EU EMIR impose certain obligations on certain parties to over-the-counter derivative contracts (**EMIR Derivatives**) including (1) a mandatory clearing obligation for certain classes of EMIR Derivatives (the **EMIR Clearing Obligation**), (2) a margin posting obligation for EMIR Derivatives not subject to clearing (the **EMIR Collateral Obligation**), (3) daily valuation and other risk-mitigation techniques for EMIR Derivatives not cleared by a central counterparty (the **EMIR Risk Mitigation Requirements**), and (4) certain reporting and record-keeping requirements (the **EMIR Reporting Obligation**). In general, the application of such regulatory requirements in respect of the EMIR Derivatives will depend on the classification of the counterparties to such derivative transactions.

Under UK EMIR and EU EMIR, counterparties can be classified as:

- (a) financial counterparties (**EMIR FCs**) (which includes a sub-category of small financial counterparties); and
- (b) non-financial counterparties (**EMIR NFCs**), comprising (1) non-financial counterparties who exceed a specified clearing threshold (**EMIR NFC+**), and (2) non-financial counterparties below the clearing threshold (**EMIR NFC-**).

Whereas EMIR FCs and EMIR NFC+ entities may be subject to the relevant EMIR Clearing Obligation or, to the extent that the relevant caps are not subject to clearing, to the relevant EMIR Collateral Obligation and the relevant daily valuation obligation under the EMIR Risk Mitigation Requirements, such obligations do not apply in respect of EMIR NFC- entities. In addition, in respect of the EMIR Reporting Obligation, EMIR FCs under UK EMIR are solely responsible and legally liable for reporting the details of EMIR Derivatives concluded with EMIR NFC-s under UK EMIR on behalf of both counterparties as well as for ensuring the correctness of the reported details (known as mandatory reporting, which under UK EMIR does not apply to in-scope derivative transactions executed by an EMIR NFC- under UK EMIR with a non-UK counterparty, and therefore the EMIR NFC- under UK EMIR (such as the Issuer) remains responsible for complying with the reporting obligation, although it may delegate that reporting obligation to a third party). Note also that the calculation of the UK EMIR clearing threshold (together with other aspects of UK EMIR) may be impacted in due course by reforms although the scope of the UK EMIR reforms is yet to be confirmed. In an EU context, the calculation of the clearing threshold (together with other aspects of EU EMIR) will be impacted by reforms to EU EMIR as a result of Regulation (EU) 2024/2987 (**EU EMIR 3.0**). However, the implementation of changes to the calculation of the clearing threshold under EU EMIR 3.0 is subject to the development of secondary legislation which is not currently expected to be finalised and become applicable until at least 2026.

The Issuer will be required to continually comply with UK EMIR while it is party to any EMIR Derivatives and, given that the Hedge Provider on the Closing Date is established in the EU, EU EMIR while it is party to any EMIR Derivatives with such Hedge Provider, including any additional provisions or technical standards which may come into force after the Closing Date, and this may necessitate amendments to the Transaction Documents. On the basis that the Issuer currently has the counterparty status of EMIR NFC- under UK EMIR, and a third country equivalent to an EMIR NFC- under EU EMIR (an **EMIR TCE NFC-**) for the purposes of EU EMIR, although a change in its position cannot be ruled out, neither the EMIR Clearing Obligation nor the EMIR Collateral Obligation should apply to it.

If the Issuer's counterparty status as an EMIR NFC- under UK EMIR or a EMIR TCE NFC- under EU EMIR changes, then certain EMIR Derivatives that are entered into by the Issuer may become subject to the relevant EMIR Clearing Obligation or (more likely) the relevant EMIR Collateral Obligation and the relevant EMIR Risk Mitigation Requirements. In this regard, it should be noted that it is not clear that the Hedge Cap Transaction (including entering into additional Hedge Cap Transactions from time to time) would be a relevant type of EMIR Derivative that would be subject to the EMIR Clearing Obligation under the implementing measures made to date.

Notwithstanding the qualifications on application described above, the position of the Hedge Cap Transaction(s) under each of the EMIR Clearing Obligation and EMIR Collateral Obligation is not entirely clear and may be affected by further measures still to be made, regulatory guidance and/or by any inability to rely on an exemption for any reason.

No assurances can be given that any such changes made to UK EMIR and/or EU EMIR (as applicable) would not cause the status of the Issuer to change to EMIR NFC+ or EMIR TCE NFC+ (as applicable) and lead to some or all of the potentially adverse consequences outlined below.

Prospective investors should note that there is some uncertainty with respect to the ability of the Issuer to comply with the EMIR Clearing Obligation, the daily valuation obligation under the EMIR Risk Mitigation Requirements and the EMIR Collateral Obligation were they to be applicable, which may (1) lead to regulatory sanctions, (2) adversely affect the ability of the Issuer to continue to be party to the Hedge Agreement (possibly resulting in a restructuring or termination of the cap) or to enter into cap agreements and/or (3) significantly increase the cost of such arrangements, thereby negatively affecting the ability of the Issuer to hedge certain risks. As a result, the amounts available to the Issuer to meet its obligations may be reduced, which may in turn result in investors receiving less interest or principal than expected.

Prospective investors should also note that uncertainty remains as to the full impact on the Hedge Cap Transaction(s) of the reforms to UK EMIR and EU EMIR.

In respect of the EMIR Reporting Obligation under UK EMIR, with effect from 30 September 2024, changes were made to the existing UK EMIR reporting regime and the Issuer must comply with these changes from this date (as the Issuer remains legally liable and responsible for the EMIR Reporting Obligation even if it has delegated the EMIR Reporting Obligation to a third party). Amongst other things, all new reports (including any modifications or terminations of derivatives entered into before 30 September 2024) must comply with the amended requirements. In addition to new reports, the reported data for all outstanding derivative contracts should be updated in order to bring them in line with the revised reporting standards by 31 March 2025. Prospective investors should note that failure to comply with the EMIR Reporting Obligation may lead to regulatory sanctions (including fines). If sanctions were imposed, the amounts available to the Issuer to meet its obligations may be reduced, which may in turn result in investors' receiving less interest or principal than expected. The Issuer will be required to continually comply with UK EMIR and/or EU EMIR (if applicable) while it is party to any EMIR Derivatives, including any amendments thereto, additional provisions or technical standards which may come into force after the Closing Date, and this may necessitate amendments to the Transaction Documents.

4.6.5

Requirements as to status of credit rating agencies providing ratings

Prospective investors are responsible for ensuring that an investment in the Notes is compliant with all applicable investment guidelines and requirements and in particular any requirements relating to ratings.

In general, European regulated investors are restricted under the EU Credit Rating Agencies Regulation from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and registered under the EU Credit Rating Agencies Regulation (and such registration has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the EU Credit Rating Agencies Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). The list of registered and certified rating agencies published by ESMA on its website in accordance with the EU Credit Rating Agencies Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list.

The EU Credit Rating Agencies Regulation requires, among other things, issuers or related third parties intending to solicit a credit rating of a structured finance instrument to appoint at least two (2) credit rating agencies to provide credit ratings independently of each other. Credit ratings included or referred to in this Prospectus have been or, as applicable, may be issued by S&P and KBRA. As at the date of this Prospectus, S&P and KBRA are both credit rating agencies established and operating in the European Community and registered under the EU Credit Rating Agencies Regulation.

The investors regulated in the UK are subject to similar restrictions under the UK Credit Rating Agencies Regulation. As such, UK regulated investors are required to use for UK regulatory purposes ratings issued by a credit rating agency established in the UK and registered under the UK Credit Rating Agencies Regulation. In the case of ratings issued by third country non-UK credit rating agencies, third country credit ratings can either be: (a) endorsed by a UK registered credit rating agency; or (b) issued by a third country credit rating agency that is certified in accordance with the UK Credit Rating Agencies Regulation. Note this is subject, in each case, to (1) the relevant UK registration, certification or endorsement, as the case may be, not having been withdrawn or suspended, and (2) transitional provisions that apply in certain

circumstances. The rating which S&P has given to the Rated Notes is endorsed by S&P Global Ratings UK Limited, which is established in the UK and registered under the UK Credit Rating Agencies Regulation. The rating which KBRA has given to the Rated Notes is endorsed by Kroll Bond Rating Agency UK Limited, which is established in the UK and registered under the UK Credit Rating Agencies Regulation.

If the status of the rating agency rating the Rated Notes changes for the purposes of the EU Credit Rating Agencies Regulation or the UK Credit Rating Agencies Regulation, relevant regulated investors may no longer be able to use the rating for regulatory purposes in the EEA or the UK, as applicable, and the Rated Notes may have a different regulatory treatment, which may impact the value of the Rated Notes and their liquidity in the secondary market.

4.6.6 Eurosystem eligibility

The statement in 6.1.25 *Intended to be held in a manner which would allow Eurosystem eligibility* simply means that those Notes are intended upon issue to be deposited with the relevant Global Noteholder and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria including without limitation, the criteria set out in the Guideline 2015/510 of the European Central Bank on the implementation of the Eurosystem monetary policy framework (recast) (ECB/2014/60) as amended and applicable from time to time.

No assurance is given as to whether or not any Notes satisfy at any time any Eurosystem eligibility criteria and prospective investors in the Notes should reach their own conclusions and seek their own advice with respect to whether or not the relevant Notes constitute Eurosystem eligible collateral. If Notes do not or cease to satisfy Eurosystem eligibility criteria it may result in the Notes not being recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem which may adversely affect the holder of such Notes and may also adversely affect the marketability and value of such Notes.

4.6.7 Certain Volcker Rule considerations

The final rule implementing section 13 of the Bank Holding Company Act of 1956, as amended (together with implementing regulations, the **Volcker Rule**) generally prohibits 'banking entities' (which term is broadly defined to include U.S. banks and bank holding companies and many non-U.S. banking entities, together with their respective subsidiaries and other affiliates) from (a) engaging in proprietary trading, (b) acquiring or retaining an ownership interest in or sponsoring a 'covered fund' and (c) entering into certain relationships with such funds.

Under the Volcker Rule, unless jointly determined otherwise by specified federal regulators, a 'covered fund' does not include an issuer that may rely on an exclusion or exemption from the definition thereof or that may rely on an exception from the definition of 'investment company' under the U.S. Investment Company Act other than the exclusions contained in Section 3(c)(1) or Section 3(c)(7) thereof. The Issuer is relying on the exclusion found in Section 3(c)(5) of the U.S. Investment Company Act.

There is limited interpretive guidance regarding the Volcker Rule and its implementing regulations. The Volcker Rule's prohibitions and lack of interpretive guidance could negatively impact the liquidity and value of the Notes. If the Issuer is considered a "covered fund", the liquidity of the market for the Notes may be materially and adversely affected, since banking entities could be prohibited from, or face restrictions in, investing in the Notes. Any entity that is a "banking entity" as defined under the Volcker Rule and considering an investment in the Notes should consider the potential impact of the Volcker Rule in respect of such investment and on its portfolio generally. Each prospective investor must determine for itself whether it is a "banking entity" subject to regulation under the Volcker Rule. None of the Issuer, the Joint Lead Managers or any other person makes any representation regarding (1) the application of the Volcker Rule to the Issuer or (2) the ability of any purchaser to acquire or hold the Notes, now or at any time in the future. Any prospective investor in the Notes, including a U.S. or foreign bank or a subsidiary or other affiliate thereof, should consult its own legal advisers regarding such matters and other effects of the Volcker Rule.

4.7 Certain tax considerations

4.7.1 Irish corporation tax - Deductibility of interest

Under the rules set out in section 110 (the **Section 110 Regime**) of the Taxes Consolidation Act 1997, as amended, of Ireland (the **Irish Taxes Consolidation Act**), interest or other distributions may be re-characterised as a non-deductible distribution where the amount payable is due to a person which is not

resident in Ireland for tax purposes or which is not otherwise within the charge to corporation tax in Ireland and which is a "specified person".

A "specified person" in relation to the Issuer for these purposes means:

- (a) a company which directly or indirectly (1) controls the Issuer, (2) is controlled by the Issuer, or (3) is controlled by a third company which also directly or indirectly controls the Issuer, or
- (b) a person, or persons who are connected with each other, (1) from whom assets were acquired, (2) to whom the Issuer has made loans or advances, (3) to whom loans or advances held by the Issuer were made, or (4) with whom the qualifying company has entered into specified agreements (as defined by section 110 Irish Taxes Consolidation Act), where the aggregate value of such assets, loans, advances or agreements represents not less than 75% of the aggregate value of the "qualifying assets" (as defined by section 110 Irish Taxes Consolidation Act) of the Issuer.

A person has "control" of the Issuer for these purposes where that person has (a) the power to secure by means of the holding of shares or the possession of voting power in or in relation to the Issuer or any other company, or by virtue of any powers conferred by the constitution, articles of association or other document regulating the Issuer or any other company, that the affairs of the Issuer are conducted in accordance with the wishes of that person, or (b) "significant influence" (being the ability to participate in the financial and operating policy decisions of a company) over the Issuer and holds an entitlement to more than 20% of the shares in the Issuer, 20% by principal value of the debt carrying profit-dependent or excessive interest issued by the Issuer (or any securities with no par value) or 20% of the interest on such securities.

However, these rules should not affect the taxation of the Issuer on the basis that the only Notes the return on which is profit-dependent are the X Notes and in relation to the X Notes the Subordinated Noteholder has confirmed that it is not a specified person within the meaning of Section 110 Irish Taxes Consolidation Act.

The operation of the Section 110 Regime could result in tax deductions for interest payable by the Issuer to such "specified persons" on any Notes, the return on which is dependent on the results of the Issuer's business or exceeds a commercial rate of return, being non-deductible and potentially subject to dividend withholding tax. If that occurred, the holders of such Notes would receive less than the full amount payable on those Notes (as the amount received by such holders would be after the deduction of such withholding tax).

4.7.2

Irish specified property business

Interest or other distributions payable on the Notes which are dependent on the result of the Issuer's business or part of the Issuer's business (to the extent to which such amounts exceed a reasonable commercial rate of return as determined at the time of creation of the Note) may not be deductible in full to the extent that the interest is associated with a 'specified property business' (the **Affected Interest**) carried on by a 'qualifying company' within the meaning of section 110 of the Irish Taxes Consolidation Act (a **Qualifying Company**).

A 'specified property business' of a Qualifying Company means, subject to a number of exceptions, a business of holding 'specified mortgages', units in an IREF (being a specified form of investment undertaking within the meaning of Chapter 1B of Part 27 of the Irish Taxes Consolidation Act) or shares that derive their value or the greater part of their value, directly or indirectly, from Irish land.

A 'specified mortgage' for this purpose is (a) a loan which is secured on, and which derives its value from, or the greater part of its value from, directly or indirectly, Irish land, (b) a 'specified agreement' (effectively a profit dependent derivative) which derives its value, or the greater part of its value, directly or indirectly, from Irish land or a loan to which (a) applies, or (c) the portion of a specified security (essentially a security carrying profit dependent or commercially excessive return in respect of which, if these specified property business rules did not apply to it, payments on that security would be deductible under section 110 of the Irish Taxes Consolidation Act) treated as attributable to the specified property business in accordance with the rules.

The legislation treats the holding of such assets as a separate business to the rest of the Qualifying Company's activities (if any). The Qualifying Company is taxed on any profit that is attributable to that business at 25% and any Affected Interest is not deductible, subject to a number of exceptions including where the interest is paid to a person who is within the charge to corporation tax in Ireland in respect of that interest.

Provided the interest payable on the Notes (apart from the X Notes) is not to any extent profit-dependent and the rate of interest payable does not exceed a reasonable commercial return, such interest will not be Affected Interest and the Issuer's ability to take a deduction for such interest should not be affected by these rules.

However, interest payable on the X Notes which exceeds a reasonable commercial rate of return determined at the creation of the applicable Note will be Affected Interest, and as such will not be deductible by the Issuer unless the person beneficially entitled to the Affected Interest is:

- (a) a person who (1) is an individual who is resident for tax purposes in Ireland and is within the charge to income tax in Ireland or (2) in any other case, who is or will be within the charge to corporation tax in Ireland, in either case in respect of such Affected Interest;
- (b) (1) an approved Irish pension fund, or (2) PRSA (within the meaning of Section 787A of the Irish Taxes Consolidation Act), or (3) a PEPP (within the meaning of Chapter 2D of Part 30 of the Irish Taxes Consolidation Act), or (4) a person exempt from income tax in Ireland, or (5) a fund authorised by an EU Member State or EEA State and subject to supervisory and regulatory arrangements at least equivalent to the supervisory and regulatory arrangements applied to those funds in Ireland;
- (c) an individual who is a national of an EU Member State or a company formed under the laws of, and registered in, an EU Member State:
 - (1) which is, under the laws of that country, subject to a tax on the Affected Interest which tax generally applies to income or profits (other than gains) received in that country by persons from sources outside that country;
 - (2) where the person is so subject to tax without any reduction computed by reference to the amount of such Affected Interest, in respect of any interest or other distribution which is to any extent dependent on the Affected Interest payable or in respect of any imputed, deemed or notional expenses calculated by reference to an amount of debt, equity or hybrid financing (including instruments which are neither debt nor equity financing);
 - (3) where it would be reasonable to consider that the holding of the X Notes by the person does not form part of any arrangement or scheme the main purpose, or one of the main purposes, of which is the avoidance of a liability to tax;
 - (4) in the case of any company, where it is carrying on genuine economic activities in an EU Member State relevant to the holding of the X Notes;
- (d) an IREF (within the meaning of Chapter 1B of Part 27 of the Irish Taxes Consolidation Act); or
- (e) an investment undertaking, other than an investment undertaking which would be a personal portfolio IREF (within the meaning of Section 739M of the Irish Taxes Consolidation Act).

Any Affected Interest payable on the X Notes to a person which does not meet one of the above tests will not be deductible by the Issuer. The Issuer will be subject to corporation tax at 25% on any profits attributable to the specified property business, which may reduce the amounts available for payment on the Notes.

4.7.3

EU Anti-Tax Avoidance Directive and EU Anti-Tax Avoidance Directive 2

As part of its EU Anti-Tax Avoidance package, and to provide a harmonised implementation of the conclusions from the Organisation for Economic Co-operation and Development's *Action Plan on Base Erosion and Profit Shifting across the EU*, the EU Council adopted Council Directive (EU) 2016/1164 (the **EU Anti-Tax Avoidance Directive**) on 12 July 2016 and subsequently, Council Directive (EU) 2017/952 (the **EU Anti-Tax Avoidance Directive 2**, together with the EU Anti-Tax Avoidance Directive, the **Directives**) on 29 May 2017, amending the EU Anti-Tax Avoidance Directive, to provide for minimum standards for counteracting hybrid mismatches involving the Member States and third countries. Ireland has fully transposed both Directives, which contain various measures that could potentially result in certain payments made by the Issuer ceasing to be deductible. This could increase the Issuer's liability to tax and reduce the amounts available for payments on the Notes. There are two measures of particular relevance.

Firstly, the EU Anti-Tax Avoidance Directive provides for an "interest limitation rule" which restricts the deductible interest of an entity to the higher of (a) EUR 3,000,000 or (b) 30% of its earnings before interest, tax, depreciation and amortisation. However, the interest limitation only applies to the net borrowing costs of an entity (being the amount by which its borrowing costs exceed its taxable interest revenues and other economically equivalent taxable revenues). This measure has been implemented in Ireland with effect for

accounting periods commencing on or after 1 January 2022. These rules may not impact the Issuer if it (1) does not have excess borrowing costs or (2) qualifies as a "single company worldwide group", as defined in the implementing legislation, and does not make any interest or interest equivalent payments to associated enterprises (within the meaning of the hybrid mismatch rules discussed below). It is currently anticipated that the Issuer may qualify as a "single company worldwide group" and it is not expected that the Issuer will make any interest or interest equivalent payments to associated enterprises, which means it may use the "equity ratio" rule (as defined in the implementing legislation) such that it should not be subject to any restriction on deductible interest under these rules.

Secondly, the EU Anti-Tax Avoidance Directive (as amended by the EU Anti-Tax Avoidance Directive 2) provides for hybrid mismatch rules. These rules apply in Ireland since 1 January 2020 and are designed to neutralise arrangements where amounts are deductible from the income of one entity but are not taxable for another, or the same amounts are deductible for two entities by denying a deduction for the paying entity. These rules could potentially apply to the Issuer where: (a) the interest that it pays under the Notes, and for which it claims deductions from its taxable income, is not brought into account as taxable income by the relevant Noteholder, either because of the characterisation of the Notes, or the payments made under them, or because of the nature of the Noteholder itself; and (b) the mismatch arises between associated enterprises, between the Issuer and an associated enterprise or under a structured arrangement. It is not expected that the Issuer will make any interest or interest equivalent payments to associated enterprises; however, if the Issuer does make such a payment to, an associated enterprise, the measures will only impact payments on the Notes where a hybrid mismatch arises. For the purposes of the hybrid rules, a structured arrangement is one involving a mismatch outcome where the mismatch outcome is priced into the terms of the arrangement or the arrangement is designed to give rise to a mismatch outcome. Absent any guidance from the Irish Revenue Commissioners on how they will approach structured arrangements, in practice, it is not yet clear if this would apply to the Transaction to bring it within scope of the hybrid rules.

4.7.4

Withholding tax under the Notes

As of the date of this Prospectus, no withholding or deduction for or on account of Ireland income tax will be required on interest payments to any holders of the Notes for the reasons indicated in 22.1 *Irish withholding tax*. In the event that any withholding or deduction for or on account of any taxes is imposed in respect of payments to Noteholders of any amounts due under the Notes, neither the Issuer nor any other person is obliged to gross up or otherwise compensate Noteholders for the lesser amounts the Noteholders will receive as a result of such withholding or deduction (see Note Base Condition 7 *Taxation*). However, in such circumstances, the Issuer may, in accordance with Note Base Condition 6.3 *Optional redemption for taxation and other reasons*, seek to avoid such an imposition.

See also 4.7.1 *Irish corporation tax - Deductibility of interest* regarding circumstances where a dividend withholding tax could apply in respect of payments to Noteholders.

4.7.5

FATCA

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA (**FATCA**), a **foreign financial institution** may be required to withhold on certain payments it makes (**foreign passthru payments**) to persons that fail to meet certain certification, reporting, or related requirements. The Issuer may be a foreign financial institution for these purposes. A number of jurisdictions (including Ireland, see further 22.3.1 *Information exchange and the implementation of FATCA in Ireland*) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (an **IGA**), which modify the way in which FATCA applies in their jurisdictions. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether payments on instruments such as the Notes would ever be treated as foreign passthru payments subject to withholding, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, proposed regulations have been issued that provide that such withholding would not apply prior to the date that is two years after the date on which final regulations defining 'foreign passthru payments' are published in the U.S. Federal Register. Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Notes. In the event that any withholding would be required pursuant to FATCA or an IGA in respect of payments to Noteholders of any amounts due under the Notes, neither the Issuer nor any other person is obliged to gross up or otherwise compensate Noteholders for the lesser amounts the Noteholders will receive as a result of such withholding or deduction (see Note Base Condition 7 *Taxation*).

As indicated in 1.1 *Prospective investors*, prospective Noteholders should make their own assessment, including, without limitation, consult their own professional advisers to obtain a more detailed explanation of FATCA and how FATCA may affect them.

4.7.6 **The proposed EU financial transaction tax**

On 14 February 2013, the European Commission issued proposals, including a draft Directive (the **EC Commission FTT Proposal**), for a financial transaction tax to be adopted in certain participating EU Member States (including Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia). However, Estonia has since stated that it will not participate. If the EC Commission FTT Proposal was adopted, the financial transaction tax would be a tax primarily on "financial institutions" (which would include the Issuer) in relation to "financial transactions" (which would include the conclusion or modification of derivative contracts and the purchase and sale of financial instruments).

Under the EC Commission FTT Proposal, the financial transaction tax would apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply where at least one party is a financial institution and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the financial transaction is issued in a participating Member State.

The financial transaction tax may give rise to tax liabilities for the Issuer with respect to certain transactions (including concluding swap transactions and/or purchases or sales of securities) if it is adopted based on the EC Commission FTT Proposal. Any such tax liabilities may reduce amounts available to the Issuer to meet its obligations under the Notes and may result in investors receiving less interest or principal than expected. To the extent that such liabilities may arise at a time when winding up proceedings have been commenced in respect of the Issuer, such liabilities may be regarded as an expense of the liquidation and, as such, be payable out of the floating charge assets of the Issuer (and its general estate) in priority to the claims of Noteholders and other secured creditors. It should also be noted that the financial transaction tax could be payable in relation to relevant transactions by investors in respect of the Notes (including secondary market transactions) if the conditions for a charge to arise are satisfied and the financial transaction tax is adopted based on the EC Commission FTT Proposal.

However, the financial transaction tax proposal remains subject to negotiation between the participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional Member States may decide to participate.

Prospective holders of the Notes are advised to seek their own professional advice in relation to the financial transaction tax.

4.8 **General investment, market and business risks**

4.8.1 **General political, economic and market conditions**

The Notes may be adversely affected, either directly or indirectly, by general political, economic and market conditions in Ireland and elsewhere, including, without limitation, interest rates, availability of credit, inflation rates, economic uncertainty, changes in laws or regulatory requirements, and national and international political circumstances. In particular, these conditions may affect the level and volatility of prices, marketability, rating and liquidity of Notes and the ability of a party or counterparty to perform its obligations under a Transaction Document or other arrangement. In addition, prospective investors should be aware of the prevailing and widely reported global credit market conditions (which continue at the date of this Prospectus), whereby there is a general lack of liquidity in the secondary market for certain types of investments, concerns over the liquidity of major financial institutions and the consequent effects on the general economy and the housing market. These political, economic and market conditions and their impact on Notes cannot be predicted.

(a) **Market uncertainty**

Recent global social, political and economic events and trends, including current geopolitical risks and wars, such as the war between Russia and Ukraine and the ongoing conflict in the Middle East, have resulted in increased uncertainty in the capital, financial, currency and credit markets and, at the date of this Prospectus, there continues to be volatility and disruption of the capital, financial, currency and credit markets, including the market for asset-backed securities, which, amongst other things, may affect repayment on mortgage loans. This may have implications for (1) the Irish economy generally (in particular by increasing inflation and contributing to the broader trend toward higher interest rates) and (2) the quality of the assets in the portfolio.

In addition, potential investors should be aware that these prevailing market conditions affecting asset-backed securities could lead to reductions in the market value and/or a severe lack of liquidity in the secondary market for instruments similar to the Notes. Such falls in market value and/or lack of

liquidity may result in investors suffering losses on the Notes in secondary resales even if there is no decline in the performance of the securitised portfolio. The Issuer cannot predict when these circumstances will change and whether, if and when they do change, there would be an increase in the market value and/or there will be a more liquid market for the Notes and instruments similar to the Notes at that time.

(b) **Challenging economic environment**

Concerns relating to credit risk (including that of sovereigns and of those entities which have exposure to sovereigns) have recently intensified.

The Irish economy recovered from the severe recession it experienced in the period 2008 to 2010 and the subsequent fiscal adjustment. GDP increased each year from 2014 to 2022, with growth of 8.8% in 2014; 25.1% in 2015; 5.0% in 2016; 7.2% in 2017; 6.7% in 2018, 5.6% in 2019, 5.9% in 2020, 13.6% in 2021 and 9.4% in 2022. GDP decreased in 2023 by 5.5% and increased in 2024 by 1.2% (*Source: Central Statistics Office Annual National Accounts*). It is indicated that GDP increased by 7% in the first quarter of 2025 (*Source: Central Statistics Office Quarterly National Accounts Q1 2025*). No assurance can be given as to future Irish GDP and/or how it will continue to perform and whether it will improve or decline over the course of 2025. In particular, investors should note that consumer sentiment in Ireland has declined from 73.9 in January 2025 to 61.10 in August 2025 (*Source: ESRI, KBC, Trading Economics (August 2025)*).

The Irish residential property market suffered a very significant downturn during the period 2007 to 2013, with property prices falling by 53.3% from their peak. Property prices have since recovered, increasing by 16.3% in 2014, 6.6% in 2015, 8.1% in 2016, 12.3% in 2017, 6.5% in 2018, 0.9% in 2019, 2.2% in 2020, 14.4% in 2021, 7.8% in 2022 and 4.4% in 2023. The national Residential Property Price Index increased by 7.8% in the 12 months to June 2025 (*Source: Central Statistics Office Residential Property Price Index*).

The number of mortgage accounts for "Buy to Let" properties in arrears continues to fall. At the end of December 2024, there were 7,190 accounts in arrears, a decrease of 10% over the quarter and a decrease of 24% in annual terms. 10% of all "Buy to Let" properties were in arrears of more than 90 days, representing 5,338 accounts, reflecting a fall of 457 accounts from Q4 2024 and a decrease of 1,702 accounts over the year (*Source: Central Bank of Ireland Statistical Releases 13 June 2025*).

Ireland has an open economy which could be adversely affected by deterioration in external economic conditions or an external economic shock. No assurance can be given that any such external deterioration or shock would not adversely affect the Irish economy, the ability of Borrowers to make payments on their Mortgage Loans, residential property values in Ireland and/or the Issuer's ability to make payments on the Notes.

4.8.2 **General investment risk**

Past performance is not a guide to future performance (including, without limitation, in relation to Mortgages and Transaction Parties). The value of Notes and the income from them may go down as well as up and a Noteholder may not get back the amount it invests. Changes in the rates of exchange between currencies may cause the value of Notes to diminish or increase. Fluctuation may be particularly marked in the case of a higher volatility investment and the value of Notes may fall suddenly and substantially. No guarantee or assurance is made with regards to the level of performance of Notes or that an investment in Notes will be successful, and investment results may vary substantially over time.

4.9 **Risk of change of law, regulation and practice**

The structure of the Transaction including, among other things, the issue of the Notes on the Closing Date and the ratings (if any) which are to be assigned to them are based on the applicable law, tax, accounting, risk retention requirements, regulatory and administrative requirements and practice and the current interpretation thereof, in each case in effect as at the date of this Prospectus and having regard to certain expected tax treatments under such law and practice. No assurance can be given as to the impact of any possible change to such applicable law, tax, accounting, risk retention requirements, regulatory and administrative requirements and practice and the current interpretation thereof (including any change in regulation which may occur without a change in primary legislation) or tax treatments after the date of such Prospectus nor can any assurance be given as to whether any such change would adversely affect the ability of the Issuer to make payments under the Notes. In addition other regulatory requirements (including any applicable due diligence and disclosure obligations) may be recast or amended and no assurance can be given that such changes will not adversely affect the compliance of the transaction with applicable law and regulation.

5. Overview of the Portfolio and administration of the Portfolio

5.1 The Portfolio

The primary source of funds available to the Issuer to pay principal and interest on the Notes will be the Mortgage Receipts generated by the Mortgages in the Portfolio.

The Portfolio comprises Mortgages secured over residential properties located in Ireland (or 3 properties located in the UK) originated by the Originator (see 11 *The Portfolio* and 12.17 *Geographical dispersion of Mortgage Properties*).

5.2 Origination of the Portfolio

As indicated in 11.2.2 *Originator and acquisition of Portfolio by Seller* below, each of the Mortgages in the Portfolio was originated by the Originator (being Exicon DAC).

5.3 Purchase of Portfolio by the Issuer

The Portfolio will be acquired by the Seller on the Closing Date (see 11.2.2 *Originator and acquisition of Portfolio by Seller*) and will be immediately on-sold by the Seller to, and purchased by, the Issuer on the Closing Date pursuant to the Mortgage Sale Agreement (see 11.2.1 *Mortgage Sale Agreement*).

5.3.1 Features of the Provisional Portfolio

The portfolio of Mortgages to be sold to the Issuer on the Closing Date will be selected from a provisional portfolio of Mortgages (the **Provisional Portfolio**).

The following is a summary of certain features of the Provisional Portfolio as at 31 May 2025 (the **Provisional Portfolio Date**) and, without limitation, investors should refer to, and carefully consider, further details in respect of the Provisional Portfolio set out in 12 *Provisional Portfolio summary data*:

Total Mortgage Current Balance	€423,392,564
Total number of Mortgage Loans	2,418
Weighted average original LTV ¹	69.53%
Weighted average indexed current LTV ²	56.13%
Weighted average seasoning (in years)	19.06
Weighted average remaining term (in years) ³	12.37
Weighted average coupon	4.49%
Mortgage Variable Rate Loans	45.73%
Mortgage Tracker Rate Loans	44.25%
Mortgage Fixed Rate Loans	10.03%
% Euribor (1 month, 3 month, 6 month)	0.08%
% ECB rate	44.07%
Interest Only Mortgage Loans	14.76%
Part and Part Mortgage Loans	1.82%
Buy to Let Mortgage Loans %	4.38%

¹ Capped at 100%.

² Capped at 200%, the indexed latest valuation is used.

³ Floored at 0.

5.4 Mortgage Warranties

Pursuant to the Mortgage Sale Agreement, on the Closing Date the Seller will give the Mortgage Warranties in relation to each Mortgage in the Portfolio as indicated in 11.5.2 *Mortgage Warranties given by the Seller*.

5.5 Servicing of the Portfolio

On or about the Closing Date the Mortgage Administrator, the Legal Title Holder, the Cash Administrator, the Issuer, the Framework Administrator and the Security Trustee will enter into a Mortgage Administration Agreement pursuant to which the Mortgage Administrator will be appointed by the Issuer to service, on a day-to-day basis, the Mortgages in the Portfolio on behalf of the Issuer.

The Mortgage Administrator may delegate some of its servicing functions to a third party provided that such Mortgage Administrator remains liable for the failure of, and for the performance of, any functions so delegated.

The fees payable to the Mortgage Administrator are indicated in 9 *Fees*.

See 8.2 *Non-rating triggers table* in respect of the circumstances in which the appointment of the Mortgage Administrator may be terminated or when the Mortgage Administrator may resign and the related steps to be taken.

In the absence of a Mortgage Administrator Termination Event in relation to the Mortgage Administrator under the Mortgage Administration Agreement, the Noteholders do not have any right to instruct the Note Trustee or the Security Trustee to terminate the appointment of the Mortgage Administrator.

Pursuant to the Corporate Services Agreement (see 14.6 *Corporate Services*), the Corporate Servicer will agree, following notice being given to terminate the appointment of the Mortgage Administrator under the Mortgage Administration Agreement, to use commercially reasonable efforts to select and appoint, on behalf of the Issuer (prior to a Security Realisation Date) or the Security Trustee (at any other time), a substitute Mortgage Administrator in satisfaction of the conditions set out in the Mortgage Administration Agreement applicable to the appointment of a substitute Mortgage Administrator.

6. Overview of the capital structure and Notes

6.1 Note Specified Terms

The following are the Note Specified Terms relating to the Notes and form part of the Note Conditions as applied to the Notes by the Note Trust Deed. The indicated details apply to each Class of Notes unless stated otherwise.

- 6.1.1 **Constitution of the Notes** The Notes (the **Notes**) are debt securities constituted by the Note Trust Deed (the **Note Trust Deed**) entered into on 28 October 2025 or such other date as is agreed between the Issuer and the Note Trustee (the **Closing Date**, and being the issue date of the Notes) between the Issuer, the Note Trustee and the Security Trustee and each entry in relation to that Class in the Note Register, and comprise each Class of Notes indicated in the table set out in 6.1.2 *Classes of Notes*, and each such Class:

- (a) has the name indicated in the *Class of Notes* column in that table; and
- (b) is within the tranche (each being a **Tranche**) indicated adjacent to the name of that Class in the Tranche column in that table.

Most Senior Tranche means at any time each Class of Notes outstanding at that time which at that time is within the most senior Tranche as indicated by the order of rows in the table in 6.1.2 *Classes of Notes* treating Tranche A as the most senior and Tranche X as the most junior (and where there is more than one Class Notes in a Tranche, all of those Classes of Notes rank *pari passu* for the purposes of this definition).

6.1.2 Classes of Notes

Class of Notes	Tranche	US Classification
A Notes	A	Reg S and Rule 144A
B Notes	B	Reg S and Rule 144A
C Notes	C	Reg S and Rule 144A
D Notes	D	Reg S and Rule 144A
E Notes	E	Reg S and Rule 144A
F Notes	F	Reg S and Rule 144A
RF Notes	RF	Reg S and Rule 144A
Z1 Notes	Z	Reg S and Rule 144A
Z2 Notes	Z	Reg S and Rule 144A
X Notes	X	Reg S and Rule 144A

For the avoidance of doubt, where a Class of Notes includes Reg S Notes and Rule 144A Notes, those Reg S Notes are comprised within that Class (and do not constitute a separate Class) and those Rule 144A Notes are comprised within that Class (and do not constitute a separate Class).

Collateralised Notes means the A Notes, the B Notes, the C Notes, the D Notes, the E Notes, the F Notes, the Z1 Notes and the Z2 Notes.

WAC Notes means the D Notes, the E Notes and the F Notes.

- 6.1.3 **Note Currency** EUR.

6.1.4 Note Initial Principal Amount

Class of Notes	Initial principal amount
A Notes	EUR 290,200,000
B Notes	EUR 22,320,000
C Notes	EUR 14,210,000
D Notes	EUR 12,180,000
E Notes	EUR 10,150,000

Class of Notes	Initial principal amount
F Notes	EUR 8,120,000
RF Notes	EUR 5,790,000
Z1 Notes	EUR 22,320,000
Z2 Notes	EUR 6,090,000
X Notes	EUR 2,000,000

- 6.1.5 **Reference Creditor** At any time, the **Reference Creditor** comprises:
- (a) (while any Notes are outstanding) all Holders of Notes which, at that time, are in the Most Senior Tranche; and
 - (b) (while no Notes are outstanding) the Subordinated Noteholder.
- 6.1.6 **Issue Price** 99.76% in respect of the A Notes, 98.57% in respect of the B Notes, 98.87% in respect of the C Notes, 99.30% in respect of the D Notes and 100% in respect of each other Class of Notes.
- 6.1.7 **Interest Rate** In respect of a Class of Notes which is indicated as having a Floating Rate in the *Interest basis* column in the row relating to that Class in the table below, the Interest Rate in respect of an Interest Period relating to that Class shall be the higher of:
- (a) if that Class does not comprise WAC Notes, the Reference Rate indicated in the *Reference Rate* in respect of that Class plus the Interest Margin applicable in respect of that Interest Period relating to that Class; and
 - (b) if that Class comprises WAC Notes, the lower of:
 - (1) the Reference Rate indicated in the *Reference Rate* relating to that Class plus the Interest Margin applicable in respect of that Interest Period relating to that; and
 - (2) the WAC Note Interest Capped Rate applicable in respect of that Interest Period; and
 - (c) 0% per annum.
- In respect of a Class of Notes which is indicated as having a Floating Rate in the *Interest basis* column in the row relating to that Class in the table below, the applicable Interest Margin is:
- for each day in an Interest Period relating to that Class which ends prior to the Step-up Date, the rate per annum indicated in that row in the *Prior to Step-up Date* column of that table; and
 - for each day in an Interest Period relating to that Class which starts on or after the Step-up Date, the rate per annum indicated in that row in the *From/after Step-up Date* column of that table.
- In respect of a Class of Notes which is indicated as having a Fixed Rate in the *Interest basis* column in the row relating to that Class in the table below, the applicable Interest Rate is:
- for each day in an Interest Period relating to that Class which ends prior to the Step-up Date, the rate per annum indicated in that row in the *Prior to Step-up Date* column of that table; and
 - for each day in an Interest Period relating to that Class which starts on or after the Step-up Date, the rate per annum indicated in that row in the *From/after Step-up Date* column of that table.
- In respect of a Class of Notes which is indicated as having a Residual Rate in the *Interest basis* column in the row relating to that Class in the table below, the applicable Interest Rate in respect of an Interest Period relating to that Class is:

- for each day in an Interest Period relating to that Class which ends prior to an Acceleration Date, the rate per annum which would, result in the total Interest Amount for that Class of Notes being equal to the sum of:
 - the total amount available to be allocated and applied on that Payments Date at Priority Level 33 of the Principal Priority of Payments in respect of that Payments Date; plus
 - the total amount available to be allocated and applied on that Payments Date at Priority Level 18 of the Revenue Priority of Payments in respect of that Payments Date.
- for each day in an Interest Period which starts on or after an Acceleration Date, the rate per annum which would, result in the total Interest Amount for that Class of Notes being equal to the total amount available to be allocated and applied on that Payments Date at Priority Level 21 of the Accelerated Priority of Payments in respect of that Payments Date.

Class of Notes	Interest basis	Reference Rate	Interest Margin/Fixed Rate per annum	
			Prior to Step-up Date	From/after Step-up Date
A Notes	Floating Rate	EURIBOR	1.10%	1.65%
B Notes	Floating Rate	EURIBOR	1.50%	2.25%
C Notes	Floating Rate	EURIBOR	2.10%	3.10%
D Notes	Floating Rate	EURIBOR	3.00%	4.00%
E Notes	Floating Rate	EURIBOR	4.25%	5.25%
F Notes	Floating Rate	EURIBOR	5.50%	6.50%
RF Notes	Fixed Rate	–	6.00%	6.00%
Z1 Notes	Fixed Rate	–	8.00%	8.00%
Z2 Notes	Fixed Rate	–	10.00%	10.00%
X Notes	Residual Rate	–	N/A	N/A

WAC Note Interest Capped Rate means, in relation to any Interest Period in respect of a Class that comprises WAC Notes, the product of:

- (a) the result, expressed as a percentage, of:
- (1) the total amount of interest accruing or to accrue (whether or not collected) on the Mortgage Loans during the Collection Period relating to the Payments Date relating to that Interest Period and calculated as of the first day of the Collection Period ending immediately prior to such Payments Date at the applicable interest rate on the Mortgage Loans,

less the then WAC Senior Expenses in respect of such Payments Date,

plus any amount which is or will be credited to the Payments Revenue Ledger under 19.10.3 *Transfer of part of Portfolio Overcollateralisation Amount* on that Payments Date,

divided by
 - (2) the aggregate Mortgage Current Balance of the Mortgage Loans in the Portfolio as at the Collection Start Date of the Collection Period relating to that Payments Date; and
- (b) the result (expressed as a percentage) of 360 divided by the number of days in that Interest Period.

WAC Senior Expenses means, in relation to any Payments Date, the aggregate amount that would be allocated and paid on that Payments Date in respect of Priority Levels 1 (*Security Trustee*) to 4 (*Hedge Provider*) (inclusive) of the Revenue Priority of Payments.

6.1.8	Interest deferral	<p>Interest due and payable on the Notes outstanding will be deferred on each Payments Date to the extent that there are insufficient funds available at the applicable Priority Level of the Revenue Priority of Payments if:</p> <ul style="list-style-type: none"> (a) the Accelerated Priority of Payments is not applicable on that Payments Date; and (b) those Notes are not, as at the start of that Payments Date, within the Most Senior Tranche, <p><i>provided that</i> where there is Note Deferred Interest Outstanding or Note WAC Amount Outstanding in respect of those Notes prior to those Notes becoming within the Most Senior Tranche, such Note Deferred Interest Outstanding and, as applicable, Note WAC Amount Outstanding shall continue to be deferred on each Payments Date except to the extent that it becomes payable under and in accordance with Note Base Condition 5.2(b) <i>Payment of Note Deferred Interest Outstanding</i> or, as applicable, Note Base Condition 5.2(d) <i>Payment of Note WAC Amount Outstanding</i>.</p> <p>Accordingly, for the avoidance of doubt, Interest Deferral does not apply to any Note which, as at the start of a Payments Date, is within the Most Senior Tranche.</p> <p>Additional Interest shall accrue on amounts which form part of the Note Deferred Interest Outstanding in respect of Notes in accordance with Note Base Condition 5.1(b) <i>Accrual of Additional Interest on deferred interest</i> (but, for the avoidance of doubt, no interest accrues on the Note WAC Amount Outstanding).</p>
6.1.9	Interest accrual method	Actual/360.
6.1.10	Business Day convention	Modified Following.
6.1.11	Interest payment dates	Each Payments Scheduled Date, being the 25th day each calendar month in each year except as indicated in the definition of Payments Date.
6.1.12	First interest payment date	The first Payments Scheduled Date, being 25 November 2025.
6.1.13	First Interest Period	The period from (and including) the Closing Date to (and excluding) the first Payments Date.
6.1.14	Final Maturity Date	The Payments Scheduled Date occurring in December 2065.
6.1.15	Step-up Date	The Step-up Date is the Payments Scheduled Date occurring in October 2028.
6.1.16	Optional Redemption Date	<p>Each Payments Scheduled Date occurring on or after the earlier of:</p> <ul style="list-style-type: none"> (a) the Step-up Date; and (b) the Clean-up Date, being the first Payments Date upon which: <ul style="list-style-type: none"> (1) the aggregate Note Principal Amount Outstanding of the Rated Notes (after application of the Priority of Payments on the immediately preceding Payments Date), is equal to or less than (2) the EUR amount which is the result of 10% multiplied by the aggregate Mortgage Principal Balance in respect of all Mortgages in the Portfolio as at the start of the Closing Date, <p>is an Optional Redemption Date.</p>
6.1.17	Optional Redemption Conditions	The relevant Payments Date is an Optional Redemption Date.
6.1.18	Optional Redemption Additional Tax Circumstances	None.

6.1.19	Optional Redemption Additional Tax Conditions	None.																																																											
6.1.20	Pre-acceleration redemption profile	Sequential, tranching pass-through amortisation on each Payments Date subject to, and in accordance with, the applicable Principal Priority of Payments and, as applicable to payments of principal in respect of such Class of Notes, the Revenue Priority of Payments, in each case as indicated in the Payments Rules.																																																											
6.1.21	Post-acceleration redemption profile	Sequential, tranching pass-through amortisation on each Payments Date subject to, and in accordance with, the Accelerated Priority of Payments, in each case as indicated in the Payments Rules.																																																											
6.1.22	Form of the Notes	In respect of each Class: a Global Note (being a global debt security) relating to that Class in registered form which is intended upon issue to be deposited with one of Euroclear and Clearstream as common safekeeper and registered in the name of a nominee of one of Euroclear and Clearstream, Luxembourg acting as common safekeeper, (i.e. the New Safekeeping Structure) (subject to Note Base Condition 2.8 <i>Removal of Notes from Clearing Systems</i>).																																																											
6.1.23	Application for Listing	the official list of the Financial Conduct Authority as competent authority under the UK Prospectus Regulation and the London Stock Exchange plc’s main market.																																																											
6.1.24	Clearance / settlement	Euroclear and Clearstream, Luxembourg are the Clearing Systems (in each case subject to Note Base Condition 2.8 <i>Removal of Notes from Clearing Systems</i>).																																																											
6.1.25	Intended to be held in a manner which would allow Eurosystem eligibility	Yes. Note that the designation 'yes' simply means that the Notes are intended upon issue to be deposited with one of Euroclear and Clearstream as common safekeeper, and registered in the name of a nominee of one of Euroclear and Clearstream acting as common safekeeper, and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.																																																											
6.1.26	Clearing system codes	<table><tr><td>Class of Notes</td><td>Reg S Notes ISIN</td><td>Reg S Notes Common Code</td><td>Rule 144A Notes ISIN</td><td>Rule 144A Notes Common Code</td></tr><tr><td>A Notes</td><td>XS3172423017</td><td>317242301</td><td>XS3172425491</td><td>317242549</td></tr><tr><td>B Notes</td><td>XS3172423108</td><td>317242310</td><td>XS3172425574</td><td>317242557</td></tr><tr><td>C Notes</td><td>XS3172423280</td><td>317242328</td><td>XS3172425657</td><td>317242565</td></tr><tr><td>D Notes</td><td>XS3172423363</td><td>317242336</td><td>XS3172425731</td><td>317242573</td></tr><tr><td>E Notes</td><td>XS3172423447</td><td>317242344</td><td>XS3172425814</td><td>317242581</td></tr><tr><td>F Notes</td><td>XS3172423793</td><td>317242379</td><td>XS3172425905</td><td>317242590</td></tr><tr><td>RF Notes</td><td>XS3172423876</td><td>317242387</td><td>XS3172426119</td><td>317242611</td></tr><tr><td>Z1 Notes</td><td>XS3172423959</td><td>317242395</td><td>XS3172426200</td><td>317242620</td></tr><tr><td>Z2 Notes</td><td>XS3172424338</td><td>317242433</td><td>XS3172426382</td><td>317242638</td></tr><tr><td>X Notes</td><td>XS3172425228</td><td>317242522</td><td>XS3172426549</td><td>317242654</td></tr></table>					Class of Notes	Reg S Notes ISIN	Reg S Notes Common Code	Rule 144A Notes ISIN	Rule 144A Notes Common Code	A Notes	XS3172423017	317242301	XS3172425491	317242549	B Notes	XS3172423108	317242310	XS3172425574	317242557	C Notes	XS3172423280	317242328	XS3172425657	317242565	D Notes	XS3172423363	317242336	XS3172425731	317242573	E Notes	XS3172423447	317242344	XS3172425814	317242581	F Notes	XS3172423793	317242379	XS3172425905	317242590	RF Notes	XS3172423876	317242387	XS3172426119	317242611	Z1 Notes	XS3172423959	317242395	XS3172426200	317242620	Z2 Notes	XS3172424338	317242433	XS3172426382	317242638	X Notes	XS3172425228	317242522	XS3172426549	317242654
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Z2 Notes	XS3172424338	317242433	XS3172426382	317242638																																																									
X Notes	XS3172425228	317242522	XS3172426549	317242654																																																									
6.1.27	Note Ratings	<p>The Rating Agencies in relation to the Transaction are S&P Global Ratings Europe Limited (S&P) and Kroll Bond Rating Agency Europe Limited (KBRA). Rated Notes means the A Notes, the B Notes, the C Notes, the D Notes, the E Notes and the F Notes.</p> <p>The following are the Note Ratings in relation to each Class of the Notes which are expected to be assigned by the Rating Agencies on the Closing Date:</p> <table><tr><td>Class of Notes</td><td>S&P</td><td>KBRA</td></tr><tr><td>A Notes</td><td>AAA(sf)</td><td>AAA(sf)</td></tr><tr><td>B Notes</td><td>AA+(sf)</td><td>AA(sf)</td></tr><tr><td>C Notes</td><td>A(sf)</td><td>A(sf)</td></tr><tr><td>D Notes</td><td>BBB(sf)</td><td>BBB+(sf)</td></tr></table>					Class of Notes	S&P	KBRA	A Notes	AAA(sf)	AAA(sf)	B Notes	AA+(sf)	AA(sf)	C Notes	A(sf)	A(sf)	D Notes	BBB(sf)	BBB+(sf)																																								
Class of Notes	S&P	KBRA																																																											
A Notes	AAA(sf)	AAA(sf)																																																											
B Notes	AA+(sf)	AA(sf)																																																											
C Notes	A(sf)	A(sf)																																																											
D Notes	BBB(sf)	BBB+(sf)																																																											

Class of Notes	S&P	KBRA
E Notes	BB(sf)	BB+(sf)
F Notes	B-(sf)	B(sf)
RF Notes	N/A	N/A
Z1 Notes	N/A	N/A
Z2 Notes	N/A	N/A
X Notes	N/A	N/A

6.1.28	Minimum Denomination	EUR 100,000 and integral multiples of EUR 1,000 in excess of that minimum denomination.
6.1.29	Specified Offices	<p>The Note Trustee Specified Office is 125 Old Broad Street, Fifth Floor, London EC2N 1AR, United Kingdom.</p> <p>The Note Registrar Specified Office is Block F1, Cherrywood Business Park, Cherrywood, Dublin 18, D18 W2X7, Ireland.</p> <p>The Principal Paying Agent Specified Office is Block F1, Cherrywood Business Park, Cherrywood, Dublin 18, D18 W2X7, Ireland.</p> <p>The Note Calculation Agent Specified Office is Block F1, Cherrywood Business Park, Cherrywood, Dublin 18, D18 W2X7, Ireland.</p>
6.1.30	Issuer Additional Covenants	<p>The Issuer shall not dispose of the Portfolio other than:</p> <ul style="list-style-type: none"> (a) for the purposes of funding an optional redemption of the Notes pursuant to, and in accordance with, Note Base Condition 6.3 <i>Optional redemption for taxation and other reasons</i> or 6.4 <i>Full redemption at the option of the Issuer</i>; (b) a disposal pursuant to the Portfolio Purchase Option under and in accordance with the Portfolio Purchase Option Deed; (c) as part of an enforcement and/or realisation of the Security by the Security Trustee in respect of such Security Assets; or (d) as part of a transfer or substitution transaction as referred to in Note Base Condition 14.9 <i>Transfer and substitution of Issuer and/or Notes</i>.

6.2 Rights of Noteholders and relationship with other Security Creditors

Please refer to 15 *Certain features of the Notes* and 17 *Note Base Conditions* for further detail in respect of the rights of Noteholders, the conditions for exercising such rights and their relationship with other Security Creditors.

6.2.1	Issue of the Notes	The Issuer will issue the Notes on the Closing Date under the Note Trust Deed.
6.2.2	Ranking of the Notes	<p>In respect of each Class of Notes, the Notes within that Class will rank <i>pari passu</i> and rateably without any preference or priority among themselves as to, in the case of Notes, payments of principal and interest. See further Note Base Condition 3.1 <i>Status</i>.</p> <p>Each Class of Notes, will rank subject to, and in accordance with:</p> <ul style="list-style-type: none"> • (prior to an Acceleration Date) the Principal Priority of Payments and the Revenue Priority of Payments; and • (from and after an Acceleration Date) the Accelerated Priority of Payments, <p>in each case as applied according to the Payments Rules.</p> <p>Certain amounts due by the Issuer to its other Security Creditors (and, prior to an Acceleration Date, certain unsecured creditors) will rank in priority to all Classes of the Notes. See further 19.12 <i>Revenue Priority of Payments</i> and 19.14 <i>Accelerated Priority of Payments</i>.</p>

6.2.3	Security	<p>The Notes are secured and will share the security with the other Security Liabilities in accordance with the Security Documents (see further 20 <i>Security and intercreditor arrangements</i>), which provide, among other things that all the receipts from the Security Assets (including upon enforcement of the security in respect of those Security Assets) shall only be applied in accordance with the Payments Rules.</p> <p>Certain amounts due by the Issuer to its other Security Creditors (and, prior to an Acceleration Date, certain unsecured creditors) will rank in priority to all Classes of the Notes. See further 19.12 <i>Revenue Priority of Payments</i> and 19.14 <i>Accelerated Priority of Payments</i>.</p>
6.2.4	Interest provisions	Please see Note Base Condition 5 <i>Interest</i> and 6.1.7 <i>Interest Rate</i> to 6.1.13 <i>First Interest Period</i> .
6.2.5	Deferral of interest	<p>To the extent that, on any Payments Date, the Accelerated Priority of Payments is not applicable and the Issuer does not have sufficient funds to pay in full interest on the Notes of any Class and Interest Deferral is applicable at that time in relation to that Class of Notes (see Note Base Condition 5.1 <i>Accrual of interest</i> and 6.1.8 <i>Interest deferral</i>), that shortfall will be deferred until the first Payments Date on which the Issuer has sufficient funds (and until such time shall be included in the Note Deferred Interest Outstanding in relation to that Class of Notes), provided that the payment of such deferred interest shall not be deferred beyond the Final Maturity Date or, if earlier, a Note Acceleration Date. Any amounts of Note Deferred Interest Outstanding will accrue Additional Interest described in Note Base Condition 5.1 <i>Accrual of interest</i> and payment of any Additional Interest will also be deferred. Interest Deferral will not apply to the A Notes given that they are within the Most Senior Tranche from and including the Closing Date.</p>
6.2.6	Gross-up	None of the Issuer, the Note Registrar, the Principal Paying Agent and any other person will be obliged to gross-up if there is any withholding or deduction in respect of the Notes on account of taxes.
6.2.7	Redemption	<p>The Notes are subject to the following optional or mandatory redemption events:</p> <ul style="list-style-type: none"> • mandatory redemption of the Notes in whole on the Final Maturity Date (see 6.1.14 <i>Final Maturity Date</i>), as fully set out in Note Base Condition 6.1 <i>Redemption at Final Maturity Date</i>; • mandatory redemption of the Notes in part on any Payments Date (commencing on the first Payments Date), but prior to an Acceleration Date, to the extent that Available Principal Funds are applied thereto in accordance with the applicable Principal Priority of Payments, as fully set out in Note Base Condition 6.2 <i>Mandatory redemption in part</i>; • optional redemption of the Notes exercisable by the Issuer in whole on any Payments Date following the date on which there is a change in tax law or other applicable law, as fully set out in Note Base Condition 6.3 <i>Optional redemption for taxation and other reasons</i>, 6.1.18 <i>Optional Redemption Additional Tax Circumstances</i> above and 6.1.19 <i>Optional Redemption Additional Tax Conditions</i> above; and • optional redemption of the Notes exercisable by the Issuer in whole on any Optional Redemption Date, as fully set out in Note Base Condition 6.4 <i>Full redemption at the option of the Issuer</i>, 6.1.16 <i>Optional Redemption Date</i> and 6.1.17 <i>Optional Redemption Conditions</i> above. <p>Any Note redeemed pursuant to the above redemption provisions (other than mandatory redemption in part) will be redeemed in full at an amount equal to the Note Principal Amount Outstanding of the relevant Note to be redeemed together with accrued (and unpaid) interest on the Note Principal Amount Outstanding of the relevant Note up to (but excluding) the date of redemption plus, in the case of a WAC Note, the Note WAC Amount Outstanding in respect of that WAC Note as at that date.</p>
6.2.8	Weighted average lives of the Notes	The term estimated average life refers to the average amount of time that will elapse from the date of issuance of the Notes to the date of distribution to the Noteholders of amounts distributed in net reduction of principal of the Notes (assuming no losses).

The estimated average lives of the Notes cannot be stated or estimated, as they vary according to circumstances which are not predictable (including, for example among other things, the actual rate of redemption of the Mortgages in the Portfolio). However, calculations of hypothetical estimated average lives of the Notes can be made based on certain assumptions as described in 16 *Estimated average lives of the Notes*.

Those assumptions will never reflect what will happen in practice in relation to the Notes. The calculated hypothetical estimated average lives of the Notes must be viewed with considerable caution and not be relied upon for any purpose.

6.2.9 **Events of default**

As fully set out in Note Base Condition 9.1 *Definition of Note Event of Default*, which broadly includes (where relevant, subject to the applicable grace period and detailed criteria):

- non-payment by the Issuer of interest in respect of the Notes in the Most Senior Tranche on the due date for payment;
- non-payment by the Issuer of principal in respect of the Notes on the due date for payment;
- material breach of contractual obligations by the Issuer under the Transaction Documents, provided that, the Note Trustee shall have certified to the Issuer that such event is, in its opinion, materially prejudicial to the interests of the Noteholders in the Most Senior Tranche; and
- Supervening Insolvency Events in relation to the Issuer.

6.2.10 **Enforcement**

For so long as any Notes remain outstanding, if a Note Event of Default has occurred and is continuing:

- the Note Trustee may, and
- the Note Trustee shall:
 - if so requested in writing by the holders of at least 25% of the Note Principal Amount Outstanding of the Notes in the Most Senior Tranche; or
 - if so directed by a Noteholder Extraordinary Resolution of the Noteholders in the Most Senior Tranche,

deliver a Note Acceleration Notice to the Issuer and institute such proceedings or take such action or step as may be required in order to enforce the Security in respect of the Security Assets in accordance with the Security Documents.

The Note Trustee shall not be obliged to deliver a Note Acceleration Notice or institute such proceedings or take such action or step, unless it shall have been fully indemnified and/or secured and/or prefunded to its satisfaction against all Liabilities.

6.2.11 **Limited recourse**

The Notes and other Security Liabilities are limited recourse obligations of the Issuer, and, if not paid in full, amounts outstanding are subject to a final write-off, which is described in more detail in Note Base Condition 11.2 *Limited recourse*.

6.2.12 **Non petition**

The Noteholders and other Security Creditors shall not be entitled to take any steps (otherwise than in accordance with the Security Intercreditor Deed, the Note Trust Deed and, in the case of the Notes, the Note Conditions):

- to direct the Note Trustee to enforce the Security or take any proceedings against the Issuer to enforce the Security other than, in the case of Noteholders, when expressly permitted to do so under the Note Conditions; or
- to take or join any person in any steps against the Issuer to obtain payment of any amount due from the Issuer to it; or
- to take any step or procure or cause another person to take any step that would constitute or result in or, with the giving of notice and/or elapse of time and/or the forming of an opinion or the making or giving of any determination or certification, would constitute or result in an Insolvency Supervening Event or any other insolvency in relation to the Issuer; or

- to take or join in taking of any steps or proceedings which would result in any of the Payments Rules not being observed.

See further Note Base Condition 11.1 *No action by Noteholders*.

6.2.13 **Governing Law** English law.

6.2.14 **Prior to an Event of Default** The Issuer or the Note Trustee may convene a Noteholder meeting (at the cost of the Issuer) for any purpose, including consideration of Noteholder Resolutions.

The Note Trustee shall be obliged to convene a Noteholder meeting (at the cost of the Issuer), subject to it being indemnified and/or secured and/or prefunded to its satisfaction, upon the request in writing of Noteholders of the relevant Class or Classes holding not less than 10% of the aggregate Note Principal Amount Outstanding of the outstanding Notes of the relevant Class or Classes.

However, the Noteholders are not entitled to instruct or direct the Issuer to take any action, either directly or through the Note Trustee, except where expressly permitted and entitled to do so under the Transaction Documents.

6.2.15 **Resolutions of Noteholders** Participants in resolutions: Note Base Condition 12.3 *Separate and combined resolutions* indicates when a Noteholder Resolution must be passed by a separate Class or can be passed by a combination of Classes of Notes.

Resolution Notes means in connection with a proposed or actual Noteholder Resolution, the Notes outstanding held by the relevant Noteholders who are eligible to vote in relation to that Noteholder Resolution.

- Methods:
- a resolution can be made/approved at a meeting duly convened and held; or
 - where the Notes are held on behalf of a Clearing System or Clearing Systems, a resolution proposed by the Issuer or the Note Trustee (as the case may be) can be approved by way of electronic consents communicated through the electronic communication systems of the relevant Clearing System(s) in accordance with their operating rules and procedures; or
 - a resolution can be made/approved by written resolution, which resolution may be contained in one document or in several documents in like form each signed by or on behalf of one or more of the relevant Noteholders,

in each case in accordance with the Note Trust Deed and the Note Conditions.

- Notice period for a meeting:
- For an initial meeting: 21 clear days.
 - For a reconvened meeting: Not less than 10 clear days and not more than 42 clear days.

- Quorum for a meeting:
- For a meeting involving at least one Noteholder Extraordinary Resolution in respect of a Note Basic Terms Modification: for an initial meeting at least 75% (and for a reconvened meeting at least 50%) of the Note Principal Amount Outstanding of the Resolution Notes.
 - For a meeting involving at least one Noteholder Extraordinary Resolution (but none in respect of a Note Basic Terms Modification): for an initial meeting at least 50% (and for a reconvened meeting at least 25%) of the Note Principal Amount Outstanding of the Resolution Notes.
 - For a meeting involving at least one Noteholder Ordinary Resolution (but no Noteholder Extraordinary Resolution): for an initial meeting at least 25% (and for a reconvened meeting at least

10%) of the Note Principal Amount Outstanding of the Resolution Notes.

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| Required votes to pass a resolution at a meeting: | <ul style="list-style-type: none"> • For a Noteholder Ordinary Resolution: more than 50% of, upon a show of hands, the persons voting, or, if a poll is demanded, the votes cast on that poll. • For a Noteholder Extraordinary Resolution (including in respect of a Note Basic Terms Modification): at least 75% of, upon a show of hands, the persons voting, or, if a poll is demanded, the votes cast on that poll. • When a poll is held in respect of a Noteholder Resolution, each EUR 1 of Note Principal Amount Outstanding of the Resolution Notes counts as one vote. • When a show of hands is used, each person voting has one vote. |
| Required votes to pass a resolution by electronic consent: | <ul style="list-style-type: none"> • For a Noteholder Ordinary Resolution: more than 50% of the Note Principal Amount Outstanding of the Resolution Notes voting. • For a Noteholder Extraordinary Resolution (including in respect of a Note Basic Terms Modification): at least 75% of the Note Principal Amount Outstanding of the Resolution Notes voting. |
| Written resolution: | <ul style="list-style-type: none"> • For a Noteholder Ordinary Resolution: Noteholders holding more than 50% of the Note Principal Amount Outstanding of the Resolution Notes. • For a Noteholder Extraordinary Resolution (including in respect of a Note Basic Terms Modification): Noteholders holding at least 75% of the Note Principal Amount Outstanding of the Resolution Notes. |

6.2.16 **Matters requiring Noteholder Extraordinary Resolution**

The following matters require a Noteholder Extraordinary Resolution:

- to approve any Note Basic Terms Modification;
- to approve the substitution of any person for the Issuer as principal obligor under the Notes;
- to direct the Note Trustee to give a Note Acceleration Notice;
- to instruct the Security Trustee to give a Security Realisation Notice;
- to approve or assent to any modification of the provisions contained in the Notes or the Note Conditions;
- to remove the Note Trustee and/or the Security Trustee;
- to approve the appointment of a new Note Trustee and/or Security Trustee;
- to authorise the Note Trustee or any other person to execute all documents and do all things necessary to give effect to any Noteholder Extraordinary Resolution; and
- to appoint any persons as a committee to represent the interests of the Noteholders and to convey upon such committee any powers which the Noteholders could themselves exercise by Noteholder Extraordinary Resolution.

See Note Base Condition 12 *Noteholder Resolutions* for more detail.

The sanction of a Note Basic Terms Modification requires a Noteholder Extraordinary Resolution of each Class of Notes then outstanding.

Except where the Transaction Documents expressly state that a Noteholder Extraordinary Resolution is required in relation to a matter, each Noteholder Resolution shall be a Noteholder Ordinary Resolution.

6.2.17 Relationship between Noteholders	Subject to the provisions governing a Note Basic Terms Modification, a Noteholder Resolution of Noteholders of each Class of Notes within the Most Senior Tranche at the applicable time shall be binding on all other Classes of Notes and would override any resolution to the contrary of the Classes which at that applicable time are not within the Most Senior Tranche. See Note Base Condition 12 <i>Noteholder Resolutions</i> for more detail.
6.2.18 Relationship between Noteholders and other Security Creditors	<p>The Security Trustee will not be bound to take any steps, institute any proceedings, exercise its rights, powers, authorities or discretions and/or to take any other action under or in connection with any of the Transaction Documents (including, without limitation, enforcing the Security Assets and/or lodging an appeal in any proceedings) unless:</p> <ul style="list-style-type: none"> the Security Trustee is directed to do so by a Noteholder Resolution passed by the Noteholders (the instructing party) in accordance with the Security Intercreditor Deed provided that: <ul style="list-style-type: none"> the Security Trustee shall not act at the direction of such instructing party if such instructing party is not the Reference Creditor unless either: to do so would not in its opinion conflict with the interests of such Reference Creditor(s); or such action is sanctioned by the Reference Creditor; and the Security Trustee may at all times, whether or not so directed, take such action in respect of any right, power or discretion which is personal to the Security Trustee or is to preserve or protect the Security Trustee's position or is of a purely administrative nature; and the Security Trustee has been indemnified and/or secured and/or prefunded to its satisfaction against all liabilities to which it may render itself liable or which it may incur by so doing.
6.2.19 Provision of Information to the Noteholders	<p>The Issuer will, from the Closing Date until the earlier of redemption in full of the last outstanding Notes or the Final Maturity Date, provide ongoing post-issuance information reporting in the form of a monthly information pack (the Investor Information Pack) which will include:</p> <ul style="list-style-type: none"> (a) the information required to be disclosed in accordance with the Issuer's obligations under the Transparency Rules as set out in the Subordinated Note Facility Agreement as referred to in 21.3 <i>EU and UK transparency and reporting requirements</i>; and (b) the information required to be disclosed in accordance with the Risk Retention Holder's obligations under the Retained Interest as set out in the Subordinated Note Facility Agreement and as referred to in 21.2.2 <i>EU and UK risk retention undertakings</i>. <p>See further 1.2.3 <i>Post issuance transaction reporting</i>.</p>
6.2.20 Communication with Noteholders	<p>Other than the quarterly Investor Information Packs referenced above, any notice to be given by the Issuer or the Note Trustee to Noteholders shall be given in one of the following ways:</p> <ul style="list-style-type: none"> so long as the Notes are held in the Clearing Systems, by delivery to the relevant Clearing System for communication by it to Noteholders; or so long as the Notes are no longer held in the Clearing Systems, published in the <i>Financial Times</i> or, if such newspaper shall cease to be published or, if timely publication such newspaper is not practicable, in such other English newspaper or newspapers as the Note Trustee shall approve in advance having a general circulation in Ireland; or so long as the Notes are listed on a recognised stock exchange, by delivery in accordance with the notice requirements of that exchange. <p>The Note Trustee shall be at liberty to sanction some other method of giving notice to the Noteholders or a category of them if, in its sole opinion, such other method is reasonable having regard to market practice then prevailing and to the requirements of the stock</p>

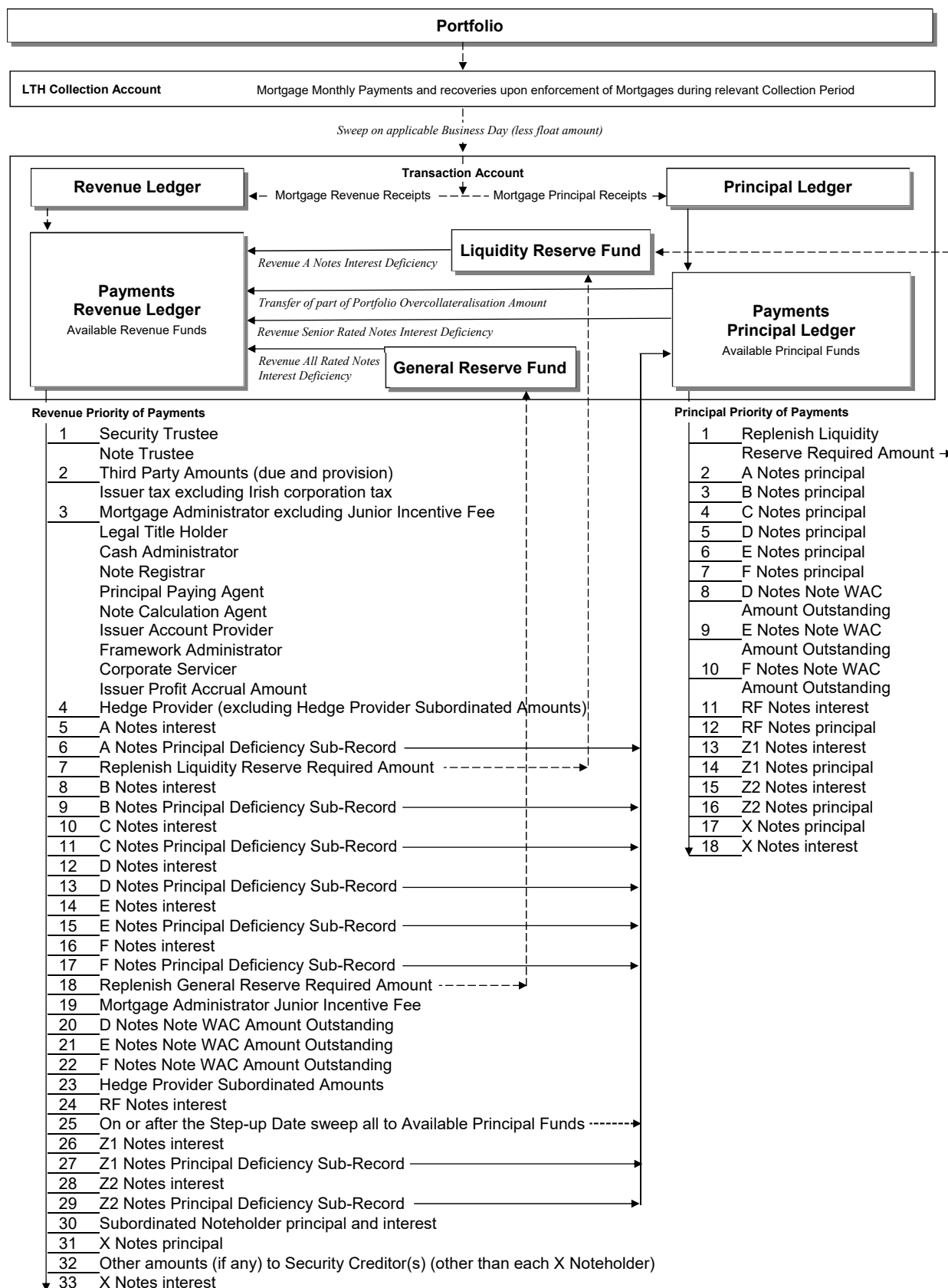
exchanges, competent listing authorities and/or quotation systems on or by which the Notes are then listed, quoted and/or traded and provided that notice of such other method is given to the Noteholders in such manner as the Note Trustee shall require. For more detail see Note Base Condition 16 *Notices*.

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| 6.2.21 | Modification | Please see Note Base Condition 14 <i>Modifications, authorisations, waivers and substitution</i> which sets out circumstances in which the Note Trustee and/or Security Trustee may or, in some circumstances, is obliged to, without the consent or sanction of the Noteholders or any other Security Creditors, agree modifications and/or grant waivers. |
| 6.2.22 | Rating Certificates | The implementation of certain matters will, pursuant to the Note Conditions and other Transaction Documents, be subject to the receipt of a Rating Certificate from the Issuer in relation to each Rating Agency in connection with any event, circumstances and/or proposal relating to the Transaction and the actual and/or potential impact on a rating by that Rating Agency. The definition of Rating Certificate in Note Base Condition 13 <i>Rating Certificates</i> indicates that the Rating Certificate may be effective (and therefore satisfy such requirement) if, among other things, the relevant Rating Agency has failed to respond and/or declined to provide a confirmation and/or has provided (by an appropriately authorised person) only an oral confirmation, in each case provided specified procedures are followed by, or on behalf, of the Issuer with a view to obtaining a written confirmation from that Rating Agency. Notwithstanding a Rating Certificate being effective to satisfy such requirement, the relevant Rating Agency may proceed to take a Rating Adverse Action (also defined in Note Base Condition 13 <i>Rating Certificates</i>) in connection with the relevant event, circumstances and/or proposal. |
| 6.2.23 | Paying agent, registrar and calculation agent | <p>On the Closing Date the Issuer, the Principal Paying Agent, the Note Calculation Agent, the Cash Administrator, the Note Registrar, the Framework Administrator, the Note Trustee and the Security Trustee will enter the Note Services Agreement (see 14.5.1 <i>Appointment of the Note Agents</i>) pursuant to which:</p> <ul style="list-style-type: none"> • the Note Registrar will agree, among other things, to act as registrar and maintain registers in relation to the Notes, in each case as contemplated in 14.5.2 <i>Overview of Note Register Services</i>, and • the Principal Paying Agent will agree, among other things, to provide paying agency services in relation to the Notes, in each case as contemplated in 14.5.3 <i>Overview of Note Paying Agency Services</i>, and • the Note Calculation Agent will agree, among other things, to provide calculation agent services in determining the Reference Rate in relation to the Floating Rate Notes as contemplated in 14.5.4 <i>Overview of Note Calculation Services</i>. |

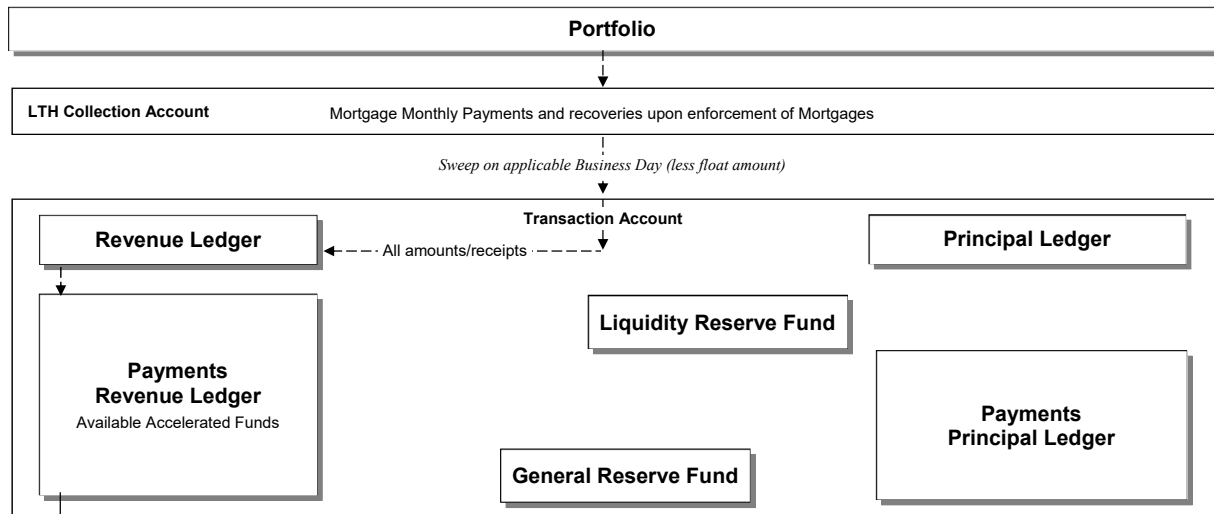
7. Overview of credit structure and cashflows

7.1 Summary of cashflows

Below is a diagrammatic illustration of certain aspects of the cashflows under the Payments Rules prior to an Acceleration Date which are described in more detail in 19 *Payments Rules*.



Below is a diagrammatic illustration of certain aspects of the cashflows under the Payments Rules on or after an Acceleration Date which are described in more detail in 19 *Payments Rules*.



Accelerated Priority of Payments

- 1 Security Trustee and Security Enforcer
- 2 Mortgage Administrator excluding Junior Incentive Fee
- 3 Legal Title Holder and Originator
- 4 Cash Administrator
- 5 Note Registrar
- 6 Principal Paying Agent
- 7 Note Calculation Agent
- 8 Issuer Account Provider
- 9 Framework Administrator
- 10 Corporate Servicer
- 11 Hedge Provider (excluding Hedge Provider Subordinated Amounts)
- 12 A Notes principal and interest
- 13 B Notes principal and interest
- 14 C Notes principal and interest
- 15 D Notes principal and interest
- 16 E Notes principal and interest
- 17 F Notes principal and interest
- 18 Mortgage Administrator Junior Incentive Fee
- 19 D Notes Note WAC Amount Outstanding
- 20 E Notes Note WAC Amount Outstanding
- 21 F Notes Note WAC Amount Outstanding
- 22 Hedge Provider Subordinated Amounts
- 23 RF Notes principal and interest
- 24 Z1 Notes principal and interest
- 25 Z2 Notes principal and interest
- 26 Subordinated Noteholder principal and interest
- 27 X Notes principal
- 28 Other amounts (if any) to Security Creditor(s) (other than each X Noteholder)
- 29 X Notes interest

7.2 Overview of Transaction credit structure

The general credit structure of the Transaction includes the following elements:

- The General Reserve Fund as summarised in 19.3 *General Reserve Fund*.
- The Liquidity Reserve Fund as summarised in 19.4 *Liquidity Reserve Fund*.
- The Principal Deficiency Record as summarised in 19.2 *Principal Deficiency Record*.
- The Portfolio Overcollateralisation Amount as summarised in 18.3 *Overcollateralisation*.
- The Hedge Agreement with the Hedge Provider as summarised in 18.8 *Hedging of some interest basis risks*.

- The Subordinated Note Facility Agreement with the Subordinated Noteholder as summarised in 18.5 *Subordinated Note Facility Agreement*.
- The LTH Account Trust Deeds as summarised in 18.9.1 *LTH Accounts*, comprising the:
 - LTH Collection Account Trust Deed in relation to the two LTH Collection Accounts maintained by the Legal Title Holder in its name with the LTH Account Provider in respect of which the Mortgage Administrator will agree pursuant to the Mortgage Administration Agreement to ensure that, prior to the occurrence of any event entitling the termination of the appointment of the LTH Account Provider, all Mortgage Receipts in respect of the Portfolio are to be credited to an LTH Collection Account; and
 - LTH Expense Account Trust Deed in relation to the LTH Expense Account maintained by the Legal Title Holder in its name with the LTH Account Provider in respect of which the Mortgage Administrator will agree pursuant to the Mortgage Administration Agreement to ensure that, prior to the occurrence of any event entitling the termination of the appointment of the LTH Account Provider, will be exclusively used for paying certain routine expenses incurred in carrying out the Mortgage Administration Services.
- The Issuer Account Agreement with the Issuer Account Provider as summarised in 18.9.2 *Issuer Accounts*, pursuant to which the Issuer Account Provider will provide two Issuer Accounts (being the Transaction Account and the Hedge Collateral Account) to the Issuer in its name and operated by the Cash Administrator pursuant to the Cash Administration Agreement.
- The structured system of ledgers and cashflows for the collection, holding and application of the Issuer's receipts as summarised in 19.1.6 *Structured book-keeping system of Ledgers and Records* and 19.1.7 *Ledgers*.
- The rules and procedures, as summarised in 19 *Payments Rules*, applicable to the administration of the Issuer's funds (including, in particular, Mortgage Receipts in respect of the Portfolio) including, in particular:
 - the procedures to be followed on each Payments Calculation Date as summarised in 19.8 *Payments Calculation Date procedures*;
 - the procedures to be followed on each Payments Date as summarised in 19.10 *Payments Date procedures*; and
 - the Priority of Payments summarised in 19.12 *Revenue Priority of Payments*, 19.13 *Principal Priority of Payments* and 19.14 *Accelerated Priority of Payments* (see also the diagrams in 7.1 *Summary of cashflows*) which, among other things, provide for the subordination of each Class of Notes to each other Class of Notes (if any) that ranks senior to it in the Priority of Payments.
- The rating triggers summarised in 8.1 *Rating triggers table*, applicable to the Hedge Provider, Issuer Account Provider and LTH Account Provider, and the arrangements for action to be taken upon a trigger event occurring.

7.2.1

Credit enhancement

Credit enhancement for the Notes includes, without limitation, the following:

- in relation to any Class of Notes, the subordination of Notes (if any) that rank junior to such Class in the Priority of Payments,
- in respect of the Notes (see 6.1.2 *Classes of Notes*) prior to an Acceleration Date, the availability of certain over-collateralisation Mortgage Principal Receipts to be applied as Available Principal Funds (see 18.3 *Overcollateralisation*),
- the availability of funds, if any, at specified Priority Levels of the Revenue Priority of Payments to reduce a Principal Deficiency, and
- the availability of unutilised General Reserve Fund (if any) following redemption of the Rated Notes (see 6.1.27 *Note Ratings*) to be applied as Available Principal Funds (see 19.10.4 *Transfer of excess General Reserve Fund*).

See further 18 *Credit structure* and 19 *Payments Rules*.

7.2.2 **Liquidity support**

Liquidity support for the Notes includes, without limitation, the following:

- in respect of the Notes (see 6.1.2 *Classes of Notes*) prior to an Acceleration Date, the availability of certain over-collateralisation Mortgage Principal Receipts being added to Available Revenue Funds (see 19.10.3 *Transfer of part of Portfolio Overcollateralisation Amount*),
- in respect of the Rated Notes (see 6.1.27 *Note Ratings*) prior to an Acceleration Date, the availability of the General Reserve Fund to reduce a Revenue All Rated Notes Interest Deficiency (see 19.10.6 *Reduction of Revenue All Rated Notes Interest Deficiency*) (and the availability of Available Revenue Funds to replenish the General Reserve Fund),
- in respect of the A Notes prior to an Acceleration Date, the availability of the Liquidity Reserve Fund to reduce a Revenue A Notes Interest Deficiency (see 19.10.8 *Reduction of Revenue A Notes Interest Deficiency*) (and the availability of Available Revenue Funds and Available Principal Funds to replenish the Liquidity Reserve Fund), and
- in respect of the Rated Notes (see 6.1.27 *Note Ratings*) while in the Most Senior Tranche prior to an Acceleration Date, the availability of Available Principal Funds to reduce a Revenue Senior Rated Notes Interest Deficiency (see 19.10.10 *Reduction of Revenue Senior Rated Notes Interest Deficiency*).

7.3 **Issuer Accounts**

All receipts of the Issuer from the Portfolio and the Transaction Parties relating to this Transaction are required by the Transaction Documents to be paid into the Issuer Accounts. Each Issuer Account is a segregated account which is opened, maintained and used exclusively for this Transaction.

7.4 **Cash management**

On or about the Closing Date the Issuer, the Security Trustee, the Note Trustee, the Framework Administrator and the Cash Administrator will enter into the Cash Administration Agreement pursuant to which the Cash Administrator will be appointed by the Issuer to provide Cash Administration Services as contemplated in 14.4 *Cash Administration Services*, including (in summary):

- record credits to, and debits from a system of ledgers used to organise the Issuer's funds (including, without limitation, the Principal Deficiency Record and the General Reserve Fund Ledger) as and when required;
- administer the Payments Rules which are described in more detail in 19 *Payments Rules* to 19.14 *Accelerated Priority of Payments* inclusive (including, without limitation, making the calculations, allocations and payments according to the Priority of Payments on each Payments Date); and
- prepare and provide each Investor Report as referred to in 21.3.2(a) *Investor Report*.

The Cash Administrator may delegate some of its cash management functions to a third party provided that the Cash Administrator remains liable for the failure of, and for the performance of, any functions so delegated.

The fees payable to the Cash Administrator are included in 9.1.3 *Other fees and expenses of the Issuer relating to the Transaction* below.

Section 8.2 *Non-rating triggers table* summarises the circumstances in which the appointment of the Cash Administrator may be terminated or when the Cash Administrator may resign and the related steps to be taken.

In the absence of a Cash Administrator Termination Event, Noteholders do not have any right to instruct the Note Trustee or Security Trustee to terminate the appointment of the Cash Administrator.

8. Triggers tables

8.1 Rating triggers table

The following summarises ratings triggers applicable to certain Transaction Parties (there are no ratings triggers in relation to any other Transaction Party):

Transaction Party	Required ratings/triggers	Contractual requirements on occurrence of breach of ratings trigger include the following:
8.1.1 LTH Account Provider	<p>It does not have:</p> <ul style="list-style-type: none"> (a) <i>S&P</i>: a long-term deposit rating of at least BBB by S&P; and (b) <i>KBRA</i>: a long-term senior unsecured debt rating or credit assessment of at least BBB- by KBRA, <p>or, alternatively to each of the above, such other ratings that are consistent with the then published criteria of the relevant Rating Agency as being the minimum ratings that are required to support the then rating of the Rated Notes.</p>	<p>The consequences of breach include: (a) the Legal Title Holder is required (at the cost of the Issuer) to use reasonable endeavours to arrange for the transfer (within 60 calendar days) of each LTH Account to an appropriately rated bank or financial institution, or (b) as long as any of the Rated Notes are still outstanding, to take such other actions as may be agreed with the relevant Rating Agency to maintain or restore the rating of the Notes in the Most Senior Tranche.</p>
8.1.2 Issuer Account Provider	<p>It does not have:</p> <ul style="list-style-type: none"> (a) <i>S&P</i>: a long-term deposit rating of at least A by S&P; and (b) <i>KBRA</i>: a long-term senior unsecured debt rating or credit assessment of at least BBB- by KBRA, <p>alternatively to each of the above, such other ratings that are consistent with the then published criteria of the relevant Rating Agency as being the minimum ratings that are required to support the then rating of the Rated Notes.</p>	<p>The consequences of breach include: (a) the Issuer Account Provider arranges (within 60 calendar days) for a suitably rated third party to become co-obligor or guarantor in respect of the obligations of the Issuer Account Provider, or (b) the Framework Administrator is required (at the cost of the Issuer) to use reasonable endeavours to arrange for the transfer (within 60 calendar days) of each Issuer Account to an appropriately rated bank or financial institution on (unless not practicable) substantially similar terms to those set out in, as applicable, the Issuer Account Agreement, or (c) as long as any of the Rated Notes are still outstanding, to take such other actions as may be agreed with the relevant Rating Agency to maintain or restore the rating of the Notes in the Most Senior Tranche.</p>
8.1.3 Hedge Provider (or its credit support provider under the Hedge Agreement)	<p>S&P Global Ratings' <i>'General: Counterparty Risk Methodology'</i>, dated 25 July 2025 (the S&P Criteria) permit four different S&P Frameworks (being 'Strong', 'Medium', 'Low' and 'No Collateral'), each containing collateral and transfer ratings triggers, and the contractual requirements that should apply on the occurrence of breach of a collateral or transfer ratings trigger by the Hedge Provider.</p> <p>S&P Framework means at any time, the framework for selecting ratings triggers, and the contractual requirements that applies at that time pursuant to the S&P Criteria in</p>	<p><i>S&P Initial Rating Event</i></p> <p>Subject to the terms of the Hedge Agreement, if an S&P Initial Rating Event occurs and the Strong, Medium or Low S&P Framework applies at such time, the Hedge Provider will be obliged, within 10 Business Days to post collateral (to the extent required, depending on the value of the Hedge Cap Transaction in accordance with the credit support annex in the Hedge Agreement) unless it (a) transfers its rights and obligations to an appropriated rated entity that is eligible to be a swap provider under the applicable S&P Criteria; (b) obtains a guarantee from an appropriated rated entity that is</p>

Transaction Party	Required ratings/triggers	Contractual requirements on occurrence of breach of ratings trigger include the following:
	<p>respect of the occurrence of breach of a ratings trigger by the Hedge Provider.</p> <p>Subject to certain conditions specified in the Hedge Agreement, the Hedge Provider may designate a different S&P Framework by providing written notice of such change on reasonable request by S&P to the Issuer, the Security Trustee and S&P. The 'No Collateral' S&P Framework is expected to apply on the Closing Date.</p> <p>S&P Highest Rated Notes means at any time, each Class of Notes (if any) which at that time have the highest rating by S&P.</p> <p><i>S&P required ratings</i></p> <p>Neither the Hedge Provider (or its successor) nor any applicable credit support provider from time to time in respect of the Hedge Provider has either (a) if a resolution counterparty rating by S&P is unavailable, an issuer credit rating by S&P, or (b) a resolution counterparty rating by S&P at least as high as the relevant S&P Initial Required Rating (an S&P Initial Rating Event).</p> <p>S&P Initial Required Rating means the relevant rating specified in the S&P Initial Rating Event column relating to the applicable S&P Framework which corresponds to the then current rating assigned by S&P to the S&P Highest Rated Notes as specified in the S&P Required Rating Table below.</p> <p>Neither the Hedge Provider (or its successor) nor any applicable credit support provider from time to time in respect of the Hedge Provider has either (a) if a resolution counterparty rating by S&P is unavailable, an issuer credit rating by S&P, or (b) a resolution counterparty rating by S&P at least as high as the relevant S&P Other Required Rating (an S&P Other Rating Event).</p> <p>S&P Other Required Rating means the relevant rating specified in the S&P Other Rating Event column relating to the applicable S&P Framework which corresponds to the then current rating assigned by S&P to the S&P Highest Rated Notes as specified in the S&P Required Rating Table below.</p>	<p>eligible to be a co-obligor or guarantor under the applicable S&P Criteria; or (c) takes such other action (as confirmed by S&P) as a result of which the S&P Highest Rated Notes will be rated by S&P at the same level as immediately prior to such S&P Initial Rating Event.</p> <p>Subject to the terms of the Hedge Agreement, if an S&P Initial Rating Event occurs and the No Collateral S&P Framework applies at such time, there is no requirement to provide collateral and the Hedge Provider may: (a) transfer its rights and obligations to an appropriated rated entity that is eligible to be a Hedge Provider under the applicable S&P Criteria; (b) obtain a guarantee from an appropriated rated entity that is eligible to be a co-obligor or guarantor under the applicable S&P Criteria; or (c) take such other action (as confirmed by S&P and which could include taking no action) as a result of which the S&P Highest Rated Notes will be rated by S&P at the same level as immediately prior to such S&P Initial Rating Event.</p> <p>The Issuer may also terminate the Hedge Agreement if the Hedge Provider fails to post collateral as indicated above in the relevant time period.</p> <p><i>S&P Other Rating Event</i></p> <p>Subject to the terms of the Hedge Agreement, if an S&P Other Rating Event occurs and the Strong, Medium or Low S&P Framework applies at such time, the Hedge Provider must use commercially reasonable endeavours to, within 90 calendar days, (at its discretion) (a) transfer its rights and obligations to an appropriated rated entity that is eligible to be a Hedge Provider under the applicable S&P Criteria; (b) obtain a guarantee from an appropriated rated entity that is eligible to be a co-obligor or guarantor under the applicable S&P Criteria; or (c) take such other action (as confirmed by S&P and which could include taking no action) as a result of which the S&P Highest Rated Notes will be rated by S&P at the same level as immediately prior to such S&P Other Rating Event. Whilst that process is on-going, the Hedge Provider must also provide collateral within 10 Business Days (to the extent required, depending on the value of the Hedge Cap Transaction).</p>

Transaction Party	Required ratings/triggers	Contractual requirements on occurrence of breach of ratings trigger include the following:
		<p>Subject to the terms of the Hedge Agreement, if an S&P Other Rating Event occurs and the No Collateral S&P Framework applies at such time, the Hedge Provider must use commercially reasonable endeavours to, within 90 calendar days, (at its discretion) (a) transfer its rights and obligations to an appropriated rated entity that is eligible to be a Hedge Provider under the applicable S&P Criteria; (b) obtain a guarantee from an appropriated rated entity that is eligible to be a co-obligor or guarantor under the applicable S&P Criteria; or (c) take such other action (as confirmed by S&P and which could include taking no action) as a result of which the S&P Highest Rated Notes will be rated by S&P at the same level as immediately prior to such S&P Other Rating Event. Whilst that process is on-going, there is no requirement of the Hedge Provider to provide collateral.</p> <p>The Issuer may also terminate the Hedge Agreement if the Hedge Provider fails to take the relevant actions indicated above in the relevant time period.</p>

KBRA required ratings

For so long as the A Notes, the B Notes, the C Notes, the D Notes, the E Notes or the F Notes are rated by KBRA: failure by the Hedge Provider and any applicable credit support provider from time to time in respect of the Hedge Provider to maintain the S&P Initial Required Ratings and the S&P Other Required Ratings (irrespective of whether all of such Classes of Notes are rated by S&P at the applicable time and, to the extent that any such Class of Notes are not rated by S&P at the applicable time, the then applicable equivalent KBRA ratings in respect of that Class of Notes shall be used to determine the corresponding S&P Initial Required Ratings and S&P Other Required Ratings).

The requirements as set out in relation to a S&P Initial Rating Event and a S&P Other Rating Event (as applicable) above shall apply.

S&P Required Rating Table

Rating of S&P Highest Rated Notes	Strong S&P Framework		Medium S&P Framework		Low S&P Framework		No Collateral S&P Framework	
	S&P Initial Rating Event	S&P Other Rating Event	S&P Initial Rating Event	S&P Other Rating Event	S&P Initial Rating Event	S&P Other Rating Event	S&P Initial Rating Event	S&P Other Rating Event
AAA	A-	BBB-	A-	BBB	A-	BBB+	NA	A
AA+	A-	BBB-	A-	BBB	A-	BBB+	NA	A
AA	BBB+	BB+	BBB+	BBB-	BBB+	BBB	NA	A-
AA-	BBB+	BB+	BBB+	BBB-	BBB+	BBB	NA	A-

Rating of S&P Highest Rated Notes	Strong S&P Framework		Medium S&P Framework		Low S&P Framework		No Collateral S&P Framework	
	S&P Initial Rating Event	S&P Other Rating Event	S&P Initial Rating Event	S&P Other Rating Event	S&P Initial Rating Event	S&P Other Rating Event	S&P Initial Rating Event	S&P Other Rating Event
A+	BBB	BB	BBB	BB+	BBB	BBB-	NA	BBB+
A	BBB	BB	BBB	BB+	BBB	BBB-	NA	BBB
A-	BBB-	BB-	BBB-	BB	BBB-	BB+	NA	BBB-
BBB+	BBB-	BB-	BBB-	BB	BBB-	BB+	NA	BBB-
BBB	BBB-	BB-	BBB-	BB	BBB-	BB+	NA	BBB-
BBB-	BB+	B+	BB+	BB-	BB+	BB	NA	BB+
BB+	BB+	B+	BB+	BB-	BB+	BB	NA	BB+
BB	BB	B	BB	B+	BB	BB-	NA	BB
BB-	BB-	B-	BB-	B	BB-	B+	NA	BB-
B+	B+	B-	B+	B-	B+	B	NA	B+
B	B	B-	B	B-	B	B-	NA	B

8.2 Non-rating triggers table

Nature of trigger	Description of trigger	Contractual requirements on occurrence of trigger include the following:
8.2.1 Mortgage Administrator Termination Event	<p>The occurrence of any of the following which is continuing (subject to applicable grace periods for remedy and materiality thresholds) in relation to the Mortgage Administrator (each being a Mortgage Administrator Termination Event):</p> <ul style="list-style-type: none"> (a) Mortgage Administrator payment default unremedied for 5 Business Days; (b) failure to comply with any of its other material covenants or obligations under the Mortgage Administration Agreement unremedied for 15 Business Days; (c) the Mortgage Administrator ceasing to be authorised under Part V of the Central Bank Act 1997 or the failure by the Mortgage Administrator to obtain or maintain the necessary licences, registrations or regulatory approvals enabling it to continue servicing the Mortgage Loans; (d) an insolvency event occurs in respect of the Mortgage Administrator; (e) a Legal Title Perfection Event occurs where the Mortgage Administrator and the Legal Title Holder are the same entity or are affiliates; (f) if the Mortgage Administrator ceases to carry on, or resolves to cease to carry on, the business of administering mortgage loans in Ireland or ceases a substantial portion of such business; (g) if the Mortgage Administrator commits any act or omission in the performance of the Mortgage Administration Services that constitutes fraud, wilful 	<p>Following the occurrence of the relevant Mortgage Administrator Termination Event, the Issuer or the Security Trustee may terminate the appointment of the Mortgage Administrator and the Issuer is obliged to use reasonable endeavours to appoint a replacement Mortgage Administrator in satisfaction of the conditions set out in the Mortgage Administration Agreement applicable to the appointment of a replacement Mortgage Administrator.</p> <p>Following notice being given to terminate the appointment of the then Mortgage Administrator under the Mortgage Administration Agreement, the Corporate Servicer is obliged to use commercially reasonable efforts to identify, within 180 days from the date of that notice, a person that is willing to be appointed by the Issuer as the replacement Mortgage Administrator in satisfaction of the conditions set out in the Mortgage Administration Agreement applicable to the appointment of a replacement Mortgage Administrator.</p> <p>Any termination of the appointment of the relevant Mortgage Administrator will not occur until a replacement has been appointed.</p>

Nature of trigger	Description of trigger	Contractual requirements on occurrence of trigger include the following:
	<p>misconduct or gross negligence or a criminal judgement is rendered against the Mortgage Administrator;</p> <p>(h) if the Mortgage Administrator fails to deliver a Mortgage Administrator data tape on 3 or more consecutive occasions; and</p> <p>(i) if a material adverse event or a change of control occurs in relation to the Mortgage Administrator.</p>	
8.2.2 Option to terminate appointment of Mortgage Administrator	<p>The Mortgage Administrator may terminate its appointment by notice, <i>provided that</i> a replacement Mortgage Administrator has been appointed and (unless the Framework Administrator certifies to the Note Trustee and the Security Trustee that, taking into account the then prevailing market conditions, it is not practicable, upon such certificate the Note Trustee and the Security Trustee shall be entitled to rely without liability or further enquiry) enters into an agreement with the Issuer substantially on the same terms as the Mortgage Administration Agreement.</p> <p>Not less than 180 days' written notice of such termination must be given except in the case of a notice given by the Mortgage Administrator where any of the following have occurred (subject to applicable grace periods for remedy and materiality thresholds):</p> <p>(1) failure of the Issuer to make a payment under the Mortgage Administration Agreement; or</p> <p>(2) default by the Issuer or any other party to the Mortgage Administration Agreement in the performance or observance of any of its covenants or obligations under the Mortgage Administration Agreement which is materially prejudicial to the interests of Mortgage Administrator.</p>	<p>Following notice being given to terminate the appointment of the then Mortgage Administrator under the Mortgage Administration Agreement, the Issuer is obliged to use reasonable endeavours to appoint a replacement Mortgage Administrator in satisfaction of the conditions set out in the Mortgage Administration Agreement applicable to the appointment of a replacement Mortgage Administrator.</p> <p>Following notice being given to terminate the appointment of the then Mortgage Administrator under the Mortgage Administration Agreement, the Corporate Servicer is obliged to use commercially reasonable efforts to identify, within 90 days from the date of that notice, a person that is willing to be appointed by the Issuer as the replacement Mortgage Administrator in satisfaction of the conditions set out in the Mortgage Administration Agreement applicable to the appointment of a replacement Mortgage Administrator.</p> <p>If a replacement has not been appointed within 120 days, the Mortgage Administrator is entitled to select and require the Issuer to appoint a replacement Mortgage Administrator in satisfaction of those conditions.</p>
8.2.3 Cash Administrator termination	<p>The occurrence of any of the following (each a Cash Administrator Termination Event) (subject to applicable grace periods for remedy and materiality thresholds) in relation to the Cash Administrator:</p> <p>(a) failure to make a payment;</p> <p>(b) non-compliance with any obligation under the Transaction Documents;</p>	<p>Following the occurrence of the relevant Cash Administrator Termination Event the Issuer (after consulting the Framework Administrator and with the prior written consent of the Security Trustee) or the Security Trustee may terminate the appointment of the Cash Administrator under the Cash Administration Agreement and the Issuer is obliged to use reasonable endeavours to appoint a replacement Cash Administrator in satisfaction of the conditions set out in</p>

Nature of trigger	Description of trigger	Contractual requirements on occurrence of trigger include the following:
	<ul style="list-style-type: none"> (c) force majeure is continuing after 10 Business Days; (d) an insolvency event in respect of it; (e) unlawfulness or illegality in respect of the Cash Administrator; or (f) a Security Realisation Date is given in respect of the Security Assets. 	<p>the Cash Administration Agreement applicable to the appointment of a replacement Cash Administrator.</p> <p>Any termination of the appointment of the relevant Cash Administrator will not occur until a replacement has been appointed.</p> <p>If a replacement has not been appointed within 60 days, the Cash Administrator is entitled to select and require the Issuer to appoint a replacement Cash Administrator in satisfaction of those conditions.</p>
8.2.4	<p>Option to terminate appointment of Cash Administrator</p> <p>The Cash Administrator may terminate its appointment by notice, or the Issuer (after consultation with the Framework Administrator and with the prior written consent of the Security Trustee) may terminate the appointment of the Cash Administrator by notice, <i>provided that</i> in each case such notice is given not less than 90 days prior to the date of termination and a replacement Cash Administrator has been appointed and (unless the Framework Administrator certifies to the Note Trustee and the Security Trustee that, taking into account the then prevailing market conditions, it is not practicable) enters into an agreement with the Issuer substantially on the same terms as the Cash Administration Agreement.</p> <p>The Cash Administrator may resign its appointment on not less than 90 days written notice to the Issuer, the Framework Administrator and the Security Trustee <i>provided that</i> a substitute cash administrator has been appointed and (unless the Framework Administrator certifies to the Note Trustee and the Security Trustee that, taking into account the then prevailing market conditions, it is not practicable) enters into an agreement with the Issuer substantially on the same terms as the Cash Administration Agreement.</p>	<p>Following notice being given to terminate the appointment of the then Cash Administrator under the Cash Administration Agreement, the Issuer is obliged to use reasonable endeavours to appoint a replacement Cash Administrator in satisfaction of the conditions set out in the Cash Administration Agreement applicable to the appointment of a replacement Cash Administrator.</p> <p>If a replacement has not been appointed within 60 days, the Cash Administrator is entitled to select and require the Issuer to appoint a replacement Cash Administrator in satisfaction of those conditions.</p>
8.2.5	<p>Issuer Account Provider termination</p> <p>The occurrence of any of the following (each an Issuer Account Provider Termination Event) (subject to applicable grace periods for remedy and materiality thresholds) in relation to the Issuer Account Provider:</p> <ul style="list-style-type: none"> (a) a Tax deduction or withholding is imposed, or it appears likely to be imposed, in respect of the interest payable by it; 	<p>Following the occurrence of the relevant Issuer Account Provider Termination Event the Issuer (after consulting the Framework Administrator and with the prior written consent of the Security Trustee) or the Security Trustee may terminate the appointment of the Issuer Account Provider under the Issuer Account Agreement and the Issuer is obliged to use reasonable endeavours to appoint a replacement of the Issuer</p>

Nature of trigger	Description of trigger	Contractual requirements on occurrence of trigger include the following:
	<ul style="list-style-type: none"> (b) non-compliance with any obligation under the Transaction Documents; (c) it ceases to be an authorised credit institution under section 9A of the Central Bank Act 1971; (d) an insolvency event in respect of it; (e) unlawfulness or illegality in respect of it; or (f) a Security Realisation Date is given in respect of the Security Assets. 	<p>Account Provider in satisfaction of the conditions set out in the Issuer Account Agreement applicable to the appointment of a replacement Issuer Account Provider.</p> <p>If a replacement has not been appointed within 60 days, the Issuer Account Provider is entitled to select and require the Issuer to appoint a replacement Issuer Account Provider in satisfaction of those conditions.</p>
8.2.6 Option to terminate appointment of Issuer Account Provider	<p>The Issuer Account Provider may terminate its appointment by notice, or the Issuer (after consultation with the Framework Administrator and with the prior written consent of the Security Trustee) may terminate the appointment of the Issuer Account Provider by notice, <i>provided that</i> in each case such notice is given not less than 90 days prior to the date of termination and a replacement Issuer Account Provider, which is an authorised credit institution under section 9 or 9A of the Central Bank Act 1971 with the required ratings, has been appointed and (unless the Framework Administrator certifies to the Note Trustee and the Security Trustee that, taking into account the then prevailing market conditions, it is not practicable) enters into an agreement with the Issuer substantially on the same terms as the Issuer Account Agreement.</p>	<p>Following notice being given to terminate the appointment of the Issuer Account Provider under the Issuer Account Agreement, the Issuer is obliged to use reasonable endeavours to appoint a replacement of the Issuer Account Provider in satisfaction of the conditions set out in the Issuer Account Agreement applicable to the appointment of a replacement Issuer Account Provider.</p> <p>If a replacement has not been appointed within 60 days, the Issuer Account Provider is entitled to select and require the Issuer to appoint a replacement Issuer Account Provider in satisfaction of those conditions.</p>
8.2.7 Corporate Servicer termination	<p>The occurrence of any of the following (each an Corporate Servicer Termination Event) (subject to applicable grace periods for remedy and materiality thresholds) in relation to the Issuer Account Provider:</p> <ul style="list-style-type: none"> (a) the Corporate Servicer or the Issuer breaches any of the terms of the Corporate Services Agreement and, where such breach is capable of remedy, has not remedied such breach within 14 days after service of notice requiring the same to be remedied; or (b) an insolvency event occurs in relation to the Corporate Servicer. 	<p>Following the occurrence of the relevant Corporate Servicer Termination Event the Framework Administrator (with the prior written consent of the Security Trustee) or the Security Trustee may terminate the appointment of the Corporate Servicer under the Corporate Services Agreement and the Issuer is obliged to use reasonable endeavours to appoint a replacement of the Corporate Servicer in satisfaction of the conditions set out in the Corporate Services Agreement applicable to the appointment of a replacement Corporate Servicer.</p> <p>If a replacement has not been appointed within 60 days, the Corporate Servicer is entitled to select and require the Issuer to appoint a replacement Corporate Servicer in satisfaction of those conditions.</p>
8.2.8 Option to terminate appointment of	<p>The Corporate Servicer may terminate its appointment by notice, or the Issuer (after consultation with the Framework</p>	<p>Following notice being given to terminate the appointment of the Corporate Servicer under the Corporate Services Agreement,</p>

Nature of trigger	Description of trigger	Contractual requirements on occurrence of trigger include the following:
Corporate Servicer	Administrator and with the prior written consent of the Security Trustee) may terminate the appointment of an Corporate Servicer by notice, <i>provided that</i> in each case such notice is given not less than 90 days prior to the date of termination and a replacement Corporate Servicer has been appointed and (unless the Framework Administrator certifies to the Note Trustee and the Security Trustee that, taking into account the then prevailing market conditions, it is not practicable) enters into an agreement with the Issuer substantially on the same terms as the Corporate Services Agreement.	<p>the Framework Administrator is obliged to use reasonable endeavours to appoint a replacement of the Corporate Servicer in satisfaction of the conditions set out in the Corporate Services Agreement applicable to the appointment of a replacement Corporate Servicer.</p> <p>If a replacement has not been appointed within 60 days, the Corporate Servicer is entitled to select and require the Issuer to appoint a replacement Corporate Servicer in satisfaction of those conditions.</p>
8.2.9 Legal Title Perfection Events	The occurrence of any Legal Title Perfection Event, as referred to in 11.3.3 <i>Perfection action can be taken upon Legal Title Perfection Event</i> , pursuant to the Mortgage Administration Agreement.	The Issuer and the Security Trustee will be entitled to take any Legal Title Perfection Action as described in Sections 11.3.2 <i>No Legal Title Perfection Action until certain events occur</i> and 11.3.3 <i>Perfection action can be taken upon Legal Title Perfection Event</i> , pursuant to the Mortgage Administration Agreement.

9. Fees

9.1 Fees table

The following table sets out the main ongoing fees to be paid by the Issuer to the relevant Transaction Parties. VAT is currently chargeable at 23%.

Unless indicated otherwise, where a fee is calculated using a per annum rate in respect of a specified period, that fee will be calculated for that period by reference to the number of days elapsed in that period and a 365 day year.

Type of Fee	Amount of Fee	Priority in cashflows	Frequency
9.1.1 Mortgage Administrator fees	<p>While Pepper Finance Corporation (Ireland) DAC is the Mortgage Administrator, the applicable Mortgage Administrator Senior Fee, the applicable Mortgage Administrator Junior Incentive Fee plus additional fees, according to a specified scale, for specific services (in each case plus any applicable VAT). See 9.2 <i>Mortgage Administrator fees definitions</i>.</p> <p>If a replacement mortgage administrator is appointed in accordance with the terms of the Mortgage Administration Agreement, the Issuer shall pay the replacement mortgage administrator for its services a fee to be determined at the time of such appointment (plus any applicable VAT).</p>	Payable under the Revenue Priority of Payments or, as applicable, the Accelerated Priority of Payments.	Monthly in arrear on each Payments Date.
9.1.2 Legal Title Holder fees	<p>While Pepper Finance Corporation (Ireland) DAC is the Legal Title Holder, an LTH Strategic Management Services Fee on each Payments Date, being the amount which is the result of the aggregate Mortgage Current Balance of all the Mortgage Loans in the Portfolio in each case as at the end of the last day of the Collection Period most recently ended before that Payments Date multiplied by 0.04% per annum (in each case plus any applicable VAT).</p> <p>If a replacement legal title holder is appointed in accordance with the terms of the Mortgage Administration Agreement, the Issuer shall pay the replacement legal title holder for its services an LTH Strategic Management Services Fee to be determined at the time of such appointment (plus any applicable VAT).</p>	Payable under the Revenue Priority of Payments or, as applicable, the Accelerated Priority of Payments.	Monthly in arrear on each Payments Date.
9.1.3 Other fees and expenses of the Issuer relating to the Transaction	Estimated at EUR 140,000 (inclusive of any applicable VAT).	Payable under the Revenue Priority of Payments or, as applicable, the Accelerated Priority of Payments, in	Monthly in arrear on each Payments Date.

Type of Fee	Amount of Fee	Priority in cashflows	Frequency	
		each case ahead of all outstanding Notes.		
9.1.4	Fees related to the admission to trading of the Notes	The Issuer estimates that the total expenses incurred or to be incurred by the Issuer in relation to the admission of the Notes to trading on the London Stock Exchange plc's main market will be approximately GBP 31,850 (exclusive of any applicable VAT).	Not applicable (these fees are paid from proceeds of the issue of the Notes).	On or shortly after the Closing Date.

9.2 Mortgage Administrator fees definitions

Collection Period Day Count Fraction means in relation to a Collection Period, the number of days in that Collection Period divided by 365.

Mortgage Administrator Junior Incentive Fee means in respect of a Payments Date, an incentive fee, being in relation to the Collection Period most recently ended before that Payments Date:

- (a) if the condition referred to in this definition is satisfied in respect of that Collection Period, the amount which is the result of the following calculation:

$$\text{Portfolio Current Balance} \times 0.03\% \text{ per annum} \times \text{Collection Period Day Count Fraction}$$

- (b) if that condition is not satisfied in respect of that Collection Period, EUR 0,

where such condition is satisfied if the aggregate Mortgage Current Balance of the Mortgage Loans in the Portfolio which have any arrears of more than 90 days in each case as at the end of that Collection Period is less than or equal to 33% of the Portfolio Current Balance.

Mortgage Administrator Senior Fee means in respect of a Payments Date, the sum of the following in relation to the Collection Period most recently ended before that Payments Date:

- (a) a base administration fee, being in relation to that Collection Period the aggregate of the result of the following calculation in relation to each Mortgage Loan in the Portfolio at the end of that Collection Period:

$$\text{the Mortgage Current Balance as at the end of the last day of that Collection Period} \times \text{the applicable rate} \times \text{Collection Period Day Count Fraction}$$

where that applicable rate is:

- (1) for each Collection Period ending on or before the 1st anniversary of the Portfolio Cut-Off Date:

- (A) the rate of 0.27% per annum for each Mortgage Loan in the Portfolio that is not in arrears as the end of the relevant Collection Period; and
(B) the rate of 0.33% per annum for each other Mortgage Loan in the Portfolio; and

- (2) then on each anniversary of the day after the Portfolio Cut-Off Date, the result of:

- (A) the rate that was applicable prior to that day, plus
(B) that rate multiplied by 2% per annum;

- (b) a reporting and compliance fee, being in relation to that Collection Period the amount which is the result of the following calculation:

$$\text{Portfolio Current Balance} \times 0.04\% \text{ per annum} \times \text{Collection Period Day Count Fraction}$$

- (c) a net Mortgage Realisations fee, being in relation to that Collection Period: the aggregate of the following multiplied by 1.25%: all proceeds received by the Issuer in connection with the release or discharge of security and/or an encumbrance and/or a guarantee or obligation of a similar nature over a Mortgage Property or Mortgage as a result of, or in connection with, a Mortgage Realisation or

Mortgage Alternative Resolution of a Mortgage Property or Mortgage including any shortfall amounts received from a Mortgage Borrower in connection with a Mortgage Realisation or Mortgage Alternative Resolution (but only where:

- (1) such Mortgage Realisation or Mortgage Alternative Resolution leads to the redemption in whole, not in part, of the relevant Mortgage Loan; and
- (2) the relevant Mortgage Loan was in arrears for more than 90 days at the time of Mortgage Realisation or Mortgage Alternative Resolution or in the previous 90 days); and

in each case, after deducting all costs and expenses associated with the Mortgage Realisation or Mortgage Alternative Resolution (including, but not limited to, all third party legal, valuation, disposal, receiver, recovery and other Mortgage Property or Mortgage Borrower related costs and expenses).

Mortgage Alternative Resolution means, in relation to a Mortgage, means a resolution of a default in respect of that Mortgage pursuant to:

- (a) an arrangement whereby the Mortgage Borrower voluntarily surrenders possession of the Mortgage Property to the Legal Title Holder and the Mortgage Property is sold by the Mortgage Administrator to a third party, following which the Mortgage Borrower becomes a tenant of that third party, with any shortfall in respect of the Mortgage Borrower's Mortgage Loan(s) after that sale either being written off or remaining outstanding on new terms, subject to the Mortgage Borrower's circumstances;
- (b) a sale of a Mortgage Property by the Mortgage Borrower with the assistance of an Mortgage Administrator whereby after such sale and subject to the terms of the Mortgage, the Mortgage Borrower remains liable to the relevant Legal Title Holder for any amounts outstanding pursuant to the relevant Mortgage Loan(s);
- (c) a voluntary surrender by the Mortgage Borrower of the Mortgage Property to the Legal Title Holder (which may be assisted by the Mortgage Administrator); or
- (d) the identification and execution of an approved asset resolution strategy (which for the avoidance of doubt may include a partial write-off or suspension of amounts payable under the relevant Mortgage Loan).

Mortgage Realisation means, in relation to any Mortgage, the deriving, to the fullest extent practicable (in accordance with the provisions of the Transaction Documents) of proceeds from or in respect of enforcement action in respect of the relevant Mortgage including (without limitation) through sale of the Mortgage Property or through performance by an obligor in respect of that Mortgage.

Portfolio Current Balance means in relation to a Collection Period, the aggregate Mortgage Current Balance of all the Mortgage Loans in the Portfolio in each case as at the end of the last day of that Collection Period.

10. Additional information about certain Transaction Parties

10.1 Aran Funding 2025-1 DAC

10.1.1 Establishment and ownership of the Issuer

(a) Incorporation

The Issuer is a designated activity company limited by shares incorporated in Ireland on 28 July 2025 (under company registration number 793844) under the Companies Act 2014. The Issuer's Legal Entity Identifier (or LEI) is 2138002VH4UM6YKQCN70.

(b) Share capital of the Issuer held by a charitable trust

The authorised share capital of the Issuer is EUR1,000 divided into 1,000 ordinary shares of EUR 1.00 each.

The entire issued share capital of the Issuer, which comprises 1 ordinary share of EUR 1.00 (fully paid), is held by the Share Trustee under the terms of a trust established under Irish law by a Share Trust Deed dated 30 July 2025 (the **Share Trust Deed**) on discretionary trust for the benefit of certain charitable purposes.

10.1.2 Issuer contact details

The address of the Issuer's registered office is 38/39 Fitzwilliam Square West, Dublin 2, D02 NX53, Ireland and its telephone number is +353 1544 1600.

10.1.3 Office holders and employees

(a) Directors of the Issuer

The current directors of the Issuer are:

- Mark Murphy, whose business address is 38/39 Fitzwilliam Square West, Dublin 2, D02 NX53, Ireland;
- Flore Jane Culjak, whose business address is 38/39 Fitzwilliam Square West, Dublin 2, D02 NX53, Ireland;
- Jacques de Patoul, whose business address is 38/39 Fitzwilliam Square West, Dublin 2, D02 NX53, Ireland; and
- Mark Filer, whose business address is 8th Floor, 100 Bishopsgate, London, EC2N 4AG, United Kingdom,

each of whose principal activity or business occupation is corporate director.

(b) Company secretary of the Issuer

The company secretary of the Issuer is Law Debenture (Ireland) Limited, being a private company limited by shares incorporated in Ireland on 21 January 2008 (under company registration number 452098) under the Companies Act 2014 and whose business address is 38/39 Fitzwilliam Square West, Dublin 2, D02 NX53, Ireland.

10.1.4 Auditors of the Issuer

Ernst & Young (being registered to carry out audit work by Chartered Accountants Ireland), whose address is EY Building, Harcourt Centre, Harcourt Street, Dublin 2, D02 YA40, Ireland, are the Issuer's auditors.

10.1.5 Employees of the Issuer

The Issuer has no employees.

10.1.6 Activities of the Issuer

(a) Special purpose company for the Transaction

The principal objects of the Issuer are set out in clause 3 of its memorandum of association and include amongst other things the power to issue securities, to acquire, sell or otherwise deal with financial assets (including loans) and to raise or borrow money and to grant security over its assets for such purposes.

The Issuer will be managed in accordance with its memorandum of association and articles of association and with the provisions of English law.

The Issuer has been established as a special purpose vehicle or entity for the purpose of issuing asset backed securities within the meaning of the UK Prospectus Regulation. The activities of the Issuer

will be restricted by the Transaction Documents and will be limited, among other things, to acting as the Issuer in relation to the Transaction as an investment company, including issuing the Notes, purchasing the Portfolio, appointing Transaction Servicers (see 14.1 *Overview of provision of services to the Issuer*) and exercising of related rights and powers referred to in this Prospectus or reasonably incidental thereto.

(b) **Issuer's activities since it was established**

The Issuer has not commenced operations and has not engaged, since its incorporation, in any material activities other than those incidental to its incorporation under the Companies Act 2014 authorisation and issue of the Notes, the matters referred to or contemplated in this Prospectus and the authorisation, execution, delivery and performance of the other documents referred to in this Prospectus to which it is a party and matters which are incidental or ancillary to the foregoing.

10.1.7 **Financial statements and current status**

(a) **Financial periods and accounting reference date of the Issuer**

The Issuer's accounting reference date is 31 December. The current financial period of the Issuer will end on 31 December 2026.

(b) **Financial statements of the Issuer**

Since its incorporation on 28 July 2025, the Issuer has not prepared any statutory financial statements. The first statutory financial statements of the Issuer will be prepared for the period which ends on 31 December 2026.

Those financial statements will be prepared according to International Financial Reporting Standards as adopted by the European Union based on Regulation (EC) No 1606/2002. Those financial statements will be independently audited and include the independent auditor's audit report which states, among other things, that those financial statements give a true and fair view in accordance with International Financial Reporting Standards and the requirements of the Companies Act 2014. Throughout the period in which any Notes are outstanding, such financial statements shall be available in electronic form which may be viewed free of charge on the website of the United Kingdom's National Storage Mechanism at:

<https://data.fca.org.uk/#/nsm/nationalstoragemechanism>.

The Issuer is not required by Irish law to, and does not intend to, publish interim financial statements.

10.1.8 **No material adverse change**

Since 28 July 2025 (being the date of incorporation of the Issuer), there has been no material adverse change in the financial position or prospects of the Issuer and no significant change in the financial position or financial performance of the Issuer.

10.1.9 **No significant adverse proceedings**

The Issuer is not and has not been involved in any governmental, legal or arbitration proceedings which may have or have had since its date of incorporation a significant effect on its financial position and profitability nor is the Issuer aware that any such proceedings are pending or threatened.

10.1.10 **Annual confirmation to Security Trustee and Note Trustees**

As a continuing obligation, written confirmation will be provided by the Issuer to the Security Trustee and each Note Trustee annually that no Note Event of Default or other matter which the directors of the Issuer consider is required to be brought to the attention of the Security Trustee or such Note Trustee has occurred.

10.2 **Pepper Finance Corporation (Ireland) DAC**

Pepper Finance Corporation (Ireland) DAC will be the Legal Title Holder and the Mortgage Administrator in relation to the Portfolio pursuant to the Mortgage Administration Agreement.

Pepper Finance Corporation (Ireland) DAC is a designated activity company incorporated in Ireland on 6 August 1971 (registered number 34927) and its registered office is at 4th Floor, Two Park Place, Upper Hatch Street, Dublin 2, Ireland.

Among other services, Pepper Finance Corporation (Ireland) DAC provides third party residential mortgage administration services to its clients on mortgage loans secured by residential real estate located in Ireland.

Pepper Finance Corporation (Ireland) DAC is authorised as a retail credit firm by the Central Bank under the Central Bank Act (as amended by the Consumer Protection (Regulation of Credit Servicing Firms) Act 2015, the Credit Servicing Act and the Consumer Protection (Regulation of Retail Credit & Credit Servicing

Firms) Act 2022) under registration number C37043 to provide credit servicing for mortgage loans and other loans.

10.3 **BNP Paribas**

BNP Paribas will be the Hedge Provider in relation to the Transaction.

The registered office of BNP Paribas is at 16, boulevard des Italiens, 75009 Paris, France.

BNP Paribas's organisation is based on three operating divisions: Corporate and Institutional Banking (CIB), Commercial, Personal Banking & Services (CPBS) and Investment and Protection Services (IPS). These divisions include the following businesses.

- Corporate and Institutional Banking division, combines:
 - Global Banking,
 - Global Markets, and
 - Securities Services.
- Commercial, Personal Banking & Services division, covers:
 - Commercial & Personal Banking in the Euro-zone:
 - Commercial & Personal Banking in France (CPBF),
 - BNL banca commerciale (BNL bc), Italian Commercial & Personal Banking,
 - Commercial & Personal Banking in Belgium (CPBB), and
 - Commercial & Personal Banking in Luxembourg (CPBL),
 - Commercial & Personal Banking outside the Euro-zone, organised around Europe-Mediterranean, covering Commercial & Personal Banking outside the Euro- zone, in particular in Central and Eastern Europe, Türkiye and Africa, and
 - Specialised Businesses:
 - BNP Paribas Personal Finance,
 - Arval and BNP Paribas Leasing Solutions, and
 - New Digital Businesses (in particular Nickel, Floa, Lyf) and BNP Paribas Personal Investors.
- Investment and Protection Services division, combines:
 - Insurance (BNP Paribas Cardiff), and
 - Wealth and Asset Management: BNP Paribas Asset Management, BNP Paribas Real Estate, the management of the BNP Paribas Group's portfolio of unlisted and listed industrial and commercial investments (BNP Paribas Principal Investments) and BNP Paribas Wealth Management.

The information contained in this section relates to and has been obtained from BNP Paribas. The information concerning BNP Paribas and the BNP Paribas Group contained herein is furnished solely to provide limited introductory information regarding BNP Paribas and the BNP Paribas Group and does not purport to be comprehensive.

The delivery of the information contained in this section shall not create any implication that there has been no change in the affairs of BNP Paribas or the BNP Paribas Group since the date hereof, or that the information contained or referred to in this section is correct as of any time subsequent to its date.

For up-to-date financial information concerning BNP Paribas, including quarterly results since the last fiscal year end, please refer to <https://invest.bnpparibas/en/>.

10.4 **U.S. Bank Trustees Limited**

U.S. Bank Trustees Limited will be the Security Trustee and the Note Trustee in relation to the Transaction.

U.S. Bank Trustees Limited is a limited liability company incorporated under the laws of England and Wales with its office at 125 Old Broad Street, Fifth Floor, London EC2N 1AR, United Kingdom.

U.S. Bank Trustees Limited is part of the worldwide corporate trust business of the U.S. Bancorp group (the **U.S. Bank Corporate Trust Business**):

- In Europe, the U.S. Bank Corporate Trust Business is conducted in combination with U.S. Bank Europe DAC and U.S. Bank Global Corporate Trust Limited (the legal entities through which corporate trust banking and agency appointments are conducted) and U.S. Bank National Association (the legal entity through which the U.S. Bank Corporate Trust Business conducts business in the United States).

- The U.S. Bank Corporate Trust Business is one of the world's largest providers of corporate trust services with more than USD 4 trillion in assets under administration in municipal, corporate, asset-backed and international bonds.
- The U.S. Bank Corporate Trust Business provides a wide range of trust and agency services such as calculation/paying agent, collateral administration and custody through its network of more than 50 U.S.-based offices and European offices in London and Dublin.

U.S. Bancorp (NYSE: USB) is the parent company of U.S. Bank National Association, the fifth largest commercial bank in the United States. Visit U.S. Bancorp on the web at www.usbank.com.

10.5 **U.S. Bank Global Corporate Trust Limited**

U.S. Bank Global Corporate Trust Limited will be the Cash Administrator in relation to the Transaction.

U.S. Bank Global Corporate Trust Limited is a limited liability company incorporated under the laws of England and Wales with its registered office at 125 Old Broad Street, Fifth Floor, London, EC2N 1AR, United Kingdom.

U.S. Bank Global Corporate Trust Limited is part of the U.S. Bank Corporate Trust Business (see further in 10.4 *U.S. Bank Trustees Limited*).

10.6 **U.S. Bank Europe DAC**

U.S. Bank Europe DAC will be the Issuer Account Provider, the Note Registrar, the Principal Paying Agent and the Note Calculation Agent in relation to the Transaction.

U.S. Bank Europe DAC is a designated activity company incorporated under the laws of Ireland with its registered office at Block F1, Cherrywood Business Park, Cherrywood, Dublin 18, D18 W2X7, Ireland.

U.S. Bank Europe DAC is a bank, is authorised and regulated by the Central Bank of Ireland and is a wholly owned subsidiary of U.S. Bank National Association.

U.S. Bank Europe DAC, trading as U.S. Bank Global Corporate Trust, is an integral part of the U.S. Bank Corporate Trust Business (see further in 10.4 *U.S. Bank Trustees Limited*).

The short-term unsecured issuer obligations of U.S. Bank Europe DAC are currently rated A-1 by S&P and P-1 by Moody's, and its short-term issuer default rating by Fitch is F1; the long-term unsecured unsubordinated issuer obligations of U.S. Bank Europe DAC are currently rated A+ by S&P (stable) and A2 (negative) by Moody's, and its long-term issuer default rating by Fitch is A+ (stable). The short-term deposits obligations of U.S. Bank Europe DAC are currently rated P-1 by Moody's and F1 by Fitch; and the long-term deposits obligations of U.S. Bank Europe DAC are currently rated A1 by Moody's and A+ (stable) by Fitch.

10.7 **Porta Falsa DAC**

Porta Falsa DAC will be the Seller and the Framework Administrator in relation to the Transaction.

Porta Falsa DAC is a designated activity company incorporated in Ireland on 17 April 2025 (registered number 34927) and its registered office is at 8-34 Percy Place, Percy Exchange, Dublin 4, D04 P5K3, Ireland.

Porta Falsa DAC is a wholly owned subsidiary of CSV (see 10.8 *Continental Structured Ventures, Ltd.*) and it makes and holds investments in financial assets according to investment policies and investment processes set by CSV using a combination of funding provided by CSV or funding raised through structured financing transactions and carries out certain administrative activities in connection with those investments.

10.8 **Continental Structured Ventures, Ltd.**

Continental Structured Ventures, Ltd. (CSV) will be the Risk Retention Holder and Subordinated Noteholder in relation to the Transaction. It will subscribe all of the Allocated Notes upon the Closing Date and is the parent of the Seller and has set the investment policies and process which the Seller is obliged to apply in its activities (including in relation to the Portfolio).

CSV was incorporated in the Cayman Islands on 12 August 2016 (registration number DM-314164 and legal entity identifier 549300YLHNLFBI8O8A26) and its registered office is at c/o Waystone, Suite 5B201, 2nd Floor, One Nexus Way, PO Box 1344, Camana Bay, Grand Cayman KY1-1108, Cayman Islands. Its shareholders are a Delaware limited liability company and a Delaware limited partnership that are private fund entities, managed by One William Street Capital Management, L.P., that invest in asset backed and credit related investments.

CSV funds its investment business through a combination of capital contributions (i.e. equity) from its shareholders and repo transactions with third parties and the amounts CSV receives from investments made through the deployment of the capital and funding transactions.

CSV's business is managed by its two directors who are also, respectively, the Chief Executive Officer and Chief Operating Officer of One William Street Capital Management, L.P., an investment management firm headquartered in New York, United States of America, which is registered with the Securities and Exchange Commission as an Investment Adviser and which, as at the date of this Prospectus, has more than 90 employees and over US\$6.0 billion of assets under management. This means that the responsible decision makers of CSV have the required experience to enable CSV to pursue its established business strategy, as well as an adequate corporate governance arrangement in accordance with Article 2(7)(b) of EC Commission Delegated Regulation 2023/2175, UK SECN 5.3.6R(2) and Article 2(6)(b) of Chapter 4 of the UK PRA SR.

CSV's core business is investing in financial assets, currently focussed on the residential mortgage sector in the United Kingdom and certain European countries.

Some of CSV's investments are structured as purchasing residential mortgages either from the relevant originators or using call rights.

As part of its business, CSV identifies and develops and maintains business relationships with independent mortgage originators who are prepared to originate residential mortgages according to criteria and terms pre-agreed with CSV and then, after origination, to sell and assign those mortgages to CSV or an investment vehicle of CSV.

In relation to its other investments, among other things CSV holds Notes issued by issuers in relation to securitisation transactions which are not (and are not expected to become) risk retention positions for the purposes of the Securitisation Frameworks. The capital invested by CSV in relation to those other investments exceed the amount deployed by CSV in respect of risk retention positions held by CSV for the purposes of the Securitisation Frameworks.

CSV also holds a package of investment securities and, subject to certain conditions, entitle CSV to exercise rights to acquire all the UK residential mortgages owned by the relevant issuer of those securities upon a redemption of those securities.

Furthermore, in 2018 CSV made an equity investment in a wholly owned subsidiary of CSV which entered into a mortgage sale agreement to purchase residential mortgages from an English mortgage lender. The residential mortgages were subsequently sold.

As at the date of this Prospectus, since establishing its business, CSV has raised and deployed capital contributions from its shareholders exceeding US\$ 888 million.

Among other things, the summary above shows that CSV was not established, and does not operate, for the sole purpose of securitising exposures within the meaning of Article 6(1) of the EU Securitisation Regulation, UK SECN 5.2.5R and Article 6(1) of Chapter 2 of the UK PRA SR, and that CSV has a business strategy and the capacity to meet payment obligations consistent with a broader business enterprise and involving material support from capital, assets, fees or other income available to CSV, relying neither on the Mortgages being securitised in respect of the Portfolio, nor on any interests retained or proposed to be retained by CSV (in accordance with in accordance with Article 2(7)(a) of EC Commission Delegated Regulation 2023/2175, UK SECN 5.3.6R(1) and Article 2(6)(a) of Chapter 4 of the UK PRA SR), as well as any corresponding income from such Mortgages and interests.

10.9 Law Debenture (Ireland) Limited

Law Debenture (Ireland) Limited will be the Corporate Servicer in relation to the Transaction.

Law Debenture (Ireland) Limited was incorporated on 21 January 2008 in Ireland (registration number 452098) and its registered office is at 38/39 Fitzwilliam Square West, Dublin 2, D02 NX53, Ireland.

Law Debenture (Ireland) Limited was established to provide, and provides, independent directors and administrative services to special purpose vehicles set up in connection with securitisation, project and structured finance transactions.

The information contained in 10.2 Pepper Finance Corporation (Ireland) DAC to 10.9 Law Debenture (Ireland) Limited inclusive has been obtained respectively from each of the persons to which the information relates. The delivery of this Prospectus shall not create any implication that there has been no change in the

affairs of those persons since the date of this Prospectus, or that the information contained or referred to in this section is correct as of any time subsequent to the date of this Prospectus.

11. The Portfolio

11.1 Composition of Portfolio

11.1.1 Residential mortgages

Portfolio means at any time the Mortgages and related assets beneficially owned by the Issuer at that time, where **Mortgages** means:

- residential mortgage loans (**Mortgage Loans** which includes further advances, (if any); and
- **Mortgage Security** comprising the relevant Mortgage Property Security and Mortgage Other Security securing that Mortgage Loan.

11.1.2 Mortgage Property Security

The **Mortgage Property Security** in relation to a Mortgage comprises a first legal mortgage over a freehold or leasehold residential property located in Ireland or, in the case of 3 properties, located in the UK originated by the Originator (a **Mortgage Property**). See 12.17 *Geographical dispersion of Mortgage Properties*.

(a) No revaluation of any of the Mortgage Properties

There will be no revaluation of any of the Mortgage Properties for the purposes of the issue of the Notes. Section 12 *Provisional Portfolio summary data* provides summary information of the LTV's of the Mortgages in the Provisional Portfolio calculated using the origination valuations made available to the Issuer (i.e. the valuations obtained as at the date of the original initial mortgage loan origination).

(b) Remaining term of leases for leasehold Mortgage Properties

In respect of leasehold Mortgage Properties in relation to Mortgages in the Portfolio, the lease was to have, except where permitted under the Lending Criteria, at least 75 years to run following the scheduled maturity date of the relevant Mortgage Loan.

11.1.3 Mortgage Other Security

The **Mortgage Other Security** in relation to each Mortgage refers to any further collateral security in relation to that Mortgage which may include any guarantees, rights against solicitors, conveyancers and/or valuers in respect of reports and certificates obtained at the time of origination of the relevant Mortgage (including reports on title, searches and valuation reports), rights (if any) of the mortgagee under any insurance policies maintained in accordance with the Mortgage Conditions and the title deeds and other Mortgage records, in each case relating to the relevant Mortgage.

11.2 Purchase of the Portfolio

11.2.1 Mortgage Sale Agreement

On or about the Closing Date, the Seller, the Framework Administrator, the Issuer and the Security Trustee will enter into the Mortgage Sale Agreement (the **Mortgage Sale Agreement**) pursuant to which the Seller will:

- (a) sell and assign its interests in a portfolio of Mortgages to be purchased by the Issuer on the Closing Date;
- (b) agree to transfer to the Issuer on the Closing Date the **Portfolio Sale Reconciliation Amounts**, being all of the Mortgage Principal Receipts and Mortgage Revenue Receipts in respect of the Portfolio from and including the day after the Portfolio Cut-Off Date to and including the day before the Closing Date,

subject to a reconciliation process in respect of those Mortgage Principal Receipts and Mortgage Revenue Receipts to be completed between the Seller and the Issuer as soon as reasonably practicable following the Closing Date.

In relation to the sale of the Portfolio under the Mortgage Sale Agreement, the Seller will be obliged to deliver to the Issuer on the Closing Date:

- (1) a **Portfolio Sale Data Cut-Off Schedule**, being a data schedule setting out certain details in respect of each Mortgage in the Portfolio as at the Portfolio Cut-Off Date; and
- (2) a **Portfolio Sale Data Completion Schedule**, being a data schedule setting out those details in respect of each Mortgage in the Portfolio as at a date shortly before the Closing Date.

11.2.2 **Originator and acquisition of Portfolio by Seller**

The Mortgages in the Portfolio were originated by Exicon DAC (formerly called KBC Bank Ireland Public Limited Company) (being the **Originator**). Exicon DAC was incorporated in Ireland on 14 February 1973, with registration number 40537 at the Companies Registration Office, and has its registered office at Sandwith Street, Dublin 2, D02 X489, Ireland and, as far as the Issuer is aware, is not the affiliate of and has no relationship with any Transaction Party. Based on publicly available information obtained by the Issuer, in particular from the website of KBC Bank NV at <https://www.kbc.com/> (which website does not form part of this Prospectus), the Issuer understands that the Originator is no longer trading and is expected to be dissolved in due course, in view of the following:

- In 1978, KBC Bank NV took a 75% interest in the Originator and acquired a full 100% shareholding in 1999.
- Given the challenging operational context for European banks and after careful consideration, the Originator entered into a legally binding agreement with Bank of Ireland relating to the sale of substantially all of the Originator's performing loan assets, its deposit book and a portfolio non-performing mortgages to Bank of Ireland Group on 22 October 2021 and closed the sale of substantially all of its assets and liabilities to Bank of Ireland on 3 February 2023.
- As the Originator would no longer be operating in the Irish market, on 25 May 2023 the Originator and KBC Bank NV, acting through its branch in Ireland, agreed the transfer of any remaining accounts and servicing activity to KBC Bank NV Dublin Branch and in 13 September 2023 the Minister for Finance approved the transfer.
- On 1 December 2023 the Originator completed the transfer agreement in respect of substantially all of its remaining assets and current and future liabilities to KBC Bank NV Dublin Branch.
- On 8 February 2024 the Originator was renamed Exicon DAC, on 1 May 2025 the final meeting of the Originator was held to dissolve the company and on 15 May 2025 a liquidator was appointed in respect of the voluntary liquidation of the Originator.

As at the date of this Prospectus, all of the Mortgages in the Provisional Portfolio are securitised pursuant to a securitisation where Kinbane 2022-RPL 1 DAC is the issuer and will be purchased by the Seller from that issuer on the Closing Date as a result of the Risk Retention Holder having exercised an option granted by that issuer and having nominated the Seller as the purchaser of those Mortgages (and that issuer will then apply the purchase price paid to it by the Seller in the redemption of that securitisation shortly after the Closing Date).

11.2.3 **Portfolio limited due diligence**

The description of the Portfolio in this Prospectus has been prepared on the basis of the results of the due diligence performed in connection with the Seller's acquisition of the Portfolio from Kinbane 2022-RPL 1 DAC, and is limited in its scope.

(a) **Portfolio acquisition legal due diligence**

In connection with the acquisition of the Portfolio, the Risk Retention Holder and the Seller and/or entities on their behalf undertook the following due diligence and verifications with respect to the Portfolio, comprising a review of the following advice previously given in connection with the securitisation of the mortgages in the transaction involving Kinbane 2022-RPL 1 DAC as the issuer:

- (1) a limited scope legal red-flag due diligence report (including reviewing a sample of 250 of those mortgages in the context of an essential due diligence report prepared by Irish counsel to the Originator and a regulatory file review of a sample of 50 borrower files in respect of those mortgages) by A&L Goodbody LLP dated 26 August 2021; and
- (2) a standard form legal origination documents review (to verify certain key aspects relating to those mortgages, including the transferability and assignability of those mortgages) and an examination of the regulatory framework and requirements for origination of those mortgages in Ireland at the time of origination of such mortgages by Arthur Cox LLP dated 9 September 2021.

Neither the Issuer nor the Security Trustee has reliance on such due diligence, verifications or reports.

(b) **Portfolio securitisation due diligence**

In connection with the Transaction, the Issuer, the Joint Lead Managers, the Risk Retention Holder and the Seller and/or entities on their behalf undertook the following due diligence and verifications with respect to the Portfolio:

- (1) a due diligence call prior to the Closing Date with, inter alios, the Mortgage Administrator (in which the Mortgage Administrator participated on a strictly no liability and no responsibility basis);
- (2) the Joint Lead Managers reviewed the documents by A&L Goodbody LLP and Arthur Cox LLP referred to in 11.2.3(a) *Portfolio acquisition legal due diligence*; and
- (3) the third-party due diligence report referred to in 21.7 *Rule 15Ga-2 under the U.S. Exchange Act*.

11.2.4 **Consideration for purchase of Portfolio**

The consideration (**Portfolio Sale Consideration**), which is due and payable on the Closing Date, to be paid by the Issuer to the Seller in respect of the sale of the Portfolio to the Issuer on the Closing Date pursuant to the Mortgage Sale Agreement (after taking into account the Portfolio Sale Reconciliation Amounts to be paid by the Seller to the Issuer as referred to in 11.2.1(b) *Mortgage Sale Agreement*), being determined as indicated in 19.6 *Net proceeds on the Closing Date*.

The Portfolio Sale Consideration will be funded as indicated in 19.6 *Net proceeds on the Closing Date*.

11.3 **Legal title to the Portfolio**

11.3.1 **Legal Title Holder**

The Mortgage Administration Agreement provides that from and including the time the Issuer becomes the beneficial owner on the Closing Date, Pepper Finance Corporation (Ireland) DAC will agree to act as Legal Title Holder to the Portfolio for the Issuer and, among other things, will declare a trust over all the Mortgages in the Portfolio, agree to hold the legal title to those Mortgages as bare trustee for the Issuer (as beneficial owner), act as 'lender of record' in respect of those Mortgages and perform certain related functions and duties, pending the occurrence of a Legal Title Perfection Event in relation to the Legal Title Holder and/or the Mortgages.

11.3.2 **No Legal Title Perfection Action until certain events occur**

In relation to the sale of the Portfolio under the Mortgage Sale Agreement, the Seller, the Issuer and the Security Trustee will agree in the Mortgage Administration Agreement that, unless and until a Legal Title Perfection Event occurs (see 11.3.3 *Perfection action can be taken upon Legal Title Perfection Event*), the Issuer and the Security Trustee will not be entitled to take any **Legal Title Perfection Actions**, being such acts, matters and things as the Issuer (or its nominee) reasonably requires the Legal Title Holder to do in order to give effect to the terms of the assignments and transfer of legal title contemplated in the Mortgage Administration Agreement, including:

- (a) executing or procuring the execution of the transfers and performing the other obligations specified in the Mortgage Administration Agreement including, without limitation effecting of any registration or recording in the Land Registry and/or Registry of Deeds and giving notice to the Mortgage Borrowers;
- (b) providing a bulk transfer of direct debit mandates, to the extent this is possible under the applicable direct debiting scheme;
- (c) in the case of Mortgage Borrowers who do not make payment by direct debit, ensuring that such Mortgage Borrowers are instructed to make all payments under the Mortgage Loans directly to the Transaction Account or such replacement bank account as the Issuer (with the prior written consent of the Security Trustee) requires;
- (d) promptly upon request by the Issuer, procuring (on behalf of the Issuer) that any notices which the Issuer may require the Legal Title Holder to give pursuant to the Mortgage Administration Agreement are so given by the Legal Title Holder; and
- (e) giving to the Issuer (copied to the Portfolio Purchase Option Holder and, following the delivery of a Security Realisation Notice, the Security Trustee) notice of the completion of registration or recording of the transfer of all the relevant Mortgages and other acts required to perfect the transfer of the legal title in and to the relevant Mortgages to the Issuer (or its nominee(s)).

In view of these arrangements relating to the legal title to the Mortgages in the Portfolio, the sale of the Mortgages in the Portfolio, pursuant to the Mortgage Sale Agreement, to the Issuer will take effect in equity only, in each case, pending Legal Title Perfection Actions being taken following a Legal Title Perfection Event. See 4.2.9 *Legal title to the Mortgages* for some particular risk factors relating to that position.

11.3.3 **Perfection action can be taken upon Legal Title Perfection Event**

Under the Mortgage Administration Agreement, the Issuer (with the consent of the Security Trustee) or the Security Trustee will each be entitled (but, in the case of the Security Trustee, not obliged) to take any Legal Title Perfection Action in relation to a Mortgage (unless such Legal Title Perfection Action would result in a breach of Applicable Law or Regulation) following the occurrence of any of the following events (each a **Legal Title Perfection Event**):

- (a) a Security Realisation Notice has been served by the Security Trustee following the occurrence of an Event of Default which is continuing;
- (b) the Legal Title Holder is required to perfect the Issuer's legal title to the Mortgage Loans by an order of a court of competent jurisdiction or by a regulatory authority which has jurisdiction over the Legal Title Holder;
- (c) it becomes necessary by law or regulation to do any or all of the acts referred to in paragraph (b) above (in which case the Issuer, in consultation with the Portfolio Purchase Option Holder, shall take all necessary steps to ensure that it (or its nominee) is duly authorised under all Applicable Law or Regulation to hold such legal title);
- (d) the security created under or pursuant to the Security Documents or any material part of that security is, in the opinion of the Security Trustee, in danger of being seized or sold under any form of distress, diligence, attachment, execution or other legal process or otherwise in jeopardy;
- (e) the occurrence of any Mortgage Administrator Termination Event in circumstances where all applicable grace periods have expired and no replacement Mortgage Administrator has been appointed pursuant to the Mortgage Administration Agreement;
- (f) an insolvency event in relation to the Legal Title Holder or any other entity in which legal title to any Mortgage is vested;
- (g) a payment default by the Legal Title Holder under the Transaction Documents to which it is a party which is unremedied for 5 Business Days;
- (h) failure by the Legal Title Holder to obtain or maintain the necessary licences, registrations or regulatory approvals enabling it to continue holding legal title to the Mortgage Loans;
- (i) if the Legal Title Holder ceases to carry on, or resolves to cease to carry on, the business of holding legal title to mortgage loans in Ireland or ceases a substantial portion of such business;
- (j) if the Legal Title Holder commits any act or omission in the performance of the Legal Title Holder's services that constitutes fraud, wilful misconduct or gross negligence or a criminal judgement is rendered against the Legal Title Holder;
- (k) default is made by the Legal Title Holder in the performance or observance of any of its other covenants and obligations under the Mortgage Administration Agreement or any other Transaction Document to which it is a party, which is (in the opinion of the Security Trustee) materially prejudicial to the interests of the Noteholders and such default continues unremedied for a period of 15 Business Days after the earlier of the Legal Title Holder becoming aware of such default and receipt by the Legal Title Holder of written notice from the Issuer (or following delivery of a Security Realisation Notice) the Security Trustee, as appropriate, requiring the same to be remedied.

In the absence of a Legal Title Perfection Event, neither Noteholders have any right to instruct the Note Trustee or the Security Trustee to terminate the appointment of any Legal Title Holder.

If a Legal Title Perfection Event occurs, the Legal Title Holder shall, as soon as reasonably practicable following the delivery of a written request under the Mortgage Administration Agreement, carry out the Legal Title Perfection Actions.

11.3.4 **Security powers of attorney pending perfection of title**

The right of the Issuer, the Security Trustee and the Mortgage Administrator to exercise the powers of the registered proprietor, registered owner and/or beneficial owner of the Mortgages in the Portfolio pending registration or recording will be secured by irrevocable powers of attorney granted by the Legal Title Holder in respect of that Mortgage in favour of the Issuer, the Security Trustee and the Mortgage Administrator.

11.4 Lending Criteria relating to the Portfolio

The following is a summary of some aspects of the lending criteria (**Lending Criteria**) which ought to have been applied by the Originator in relation to the origination of Mortgages in the Portfolio (with non-material variations to reflect the differing identities of the Mortgage Borrowers and minor changes to the Lending Criteria).

Notwithstanding the investigations undertaken by the Risk Retention Holder and the Seller, neither the Risk Retention Holder, nor the Seller nor the Issuer can from a factual point of view give assurances that the Lending Criteria were always applied consistently at the time of origination of the Mortgages or that different criteria were not applied by the Originator.

11.4.1 Security

The relevant Originator's loan origination policies required that:

- each Mortgage Loan was to be secured by a first legal mortgage over a freehold or leasehold residential property in Ireland or, in limited cases, in the United Kingdom;
- in respect of a leasehold Mortgage Property, the lease was to have at least 75 years to run following the scheduled maturity date of the relevant Mortgage Loan;
- each Mortgage Property was to be of conventional construction and structurally sound dwellings intended for use wholly or partly as a place of residence;
- the legal title in the Mortgage Property being taken as security was to be certified by the Mortgage Borrower's solicitor as being 'good marketable title' in accordance with the requirements published by the Law Society of Ireland or, in limited cases, the corresponding requirements in the applicable jurisdiction within the United Kingdom;
- each Mortgage Property was to have been valued by a valuer which is a member of a panel of valuation firms approved by the Originator; and
- at the time of completion of the Mortgage, the relevant Mortgage Property was to have been subject to insurance cover satisfactory to the Originator.

11.4.2 Loan amount

As at 30 September 2025 (the **Portfolio Cut-Off Date**), no Mortgage Loan balance within the Portfolio exceeds €1,580,769.96.

11.4.3 Loan to value

LTV means at any time in relation to a Mortgage, the result of expressing the principal amount outstanding in respect of that Mortgage as a percentage of the lower of the purchase price and the applicable valuation of the relevant Mortgage Property.

Pursuant to the Originator's loan origination policies, the maximum LTV at origination of a Mortgage depended on the product, Mortgage Loan size and the applicant's status.

The Originator's loan origination policies required that:

- the value of a property used in calculating the LTV of a Mortgage would be determined on the basis of a valuation by a valuer which is a member of a panel of valuation firms approved by the Originator at the time of the origination of the relevant Mortgage; and
- if a Mortgage Borrower subsequently requested additional borrowing or requested to change to a mortgage product with a lower LTV the Originator's policies required a new valuation to be obtained at such time.

11.4.4 Term

Pursuant to the Originator's loan origination policies:

- each Mortgage was to have had an initial term of (depending upon when it was originated) between 4 and 55 years from the date of the initial advance .
- the maximum term of the Mortgage Loans was dependent on the age of the relevant Mortgage Borrower and, under certain circumstances, it was permitted for the maturity date of the Mortgage Loans to be later than the date that the Mortgage Borrower would reach the normal state retirement age.

Exceptions to this policy may have been considered in exceptional circumstances where there was a clear source of repayment for the scheduled payments due in respect of the relevant Mortgage Loan and such repayment source was required, by the Originator's loan origination policy, to be verified.

11.4.5 **Mortgage Borrowers**

Pursuant to the Originator's loan origination policies:

- each Mortgage Borrower was to be at least 18 years old at the time of the initial advance; and
- each Mortgage Borrower's credit and employment history was to be assessed with the aid of one or more of the following:
 - search supplied by credit reference agency;
 - references or salary certificates from current employers;
 - references or salary certificates from past employers;
 - accountant's certificate;
 - financial statements;
 - references from current lenders; and/or
 - bank account statements.

11.4.6 **Income**

The Originator's loan origination policies required that each Mortgage Borrower provide confirmation of income and written evidence verifying the amount and sustainability of income.

11.4.7 **Solicitors**

The Originator's loan origination policies required that the firm of solicitors acting on behalf of the relevant Mortgage Borrower on the making of a Mortgage Loan was to have adequate professional indemnity insurance and hold a current practising certificate issued by the Law Society of Ireland or, in limited cases, the corresponding qualification in the applicable jurisdiction within the United Kingdom.

11.4.8 **Miscellaneous**

The Originator's loan origination policies required that:

- the provisions of the Consumer Credit Act 1995 relating to the regulated agreements and other applicable legislation were to be complied with (to the extent they were applicable);
- the Mortgage Loan was to be originated substantially on the terms of the relevant Mortgage Origination Documentation utilised by the Originator at the time of the granting of the advance; and
- the granting of the applicable Mortgage Loan be effected in writing.

11.5 **Mortgage Warranties**

11.5.1 **No investigations etc by Issuer or any Transaction Party**

As indicated in more detail in 4.2.8 *Searches, investigations and Mortgage Warranties in relation to the Portfolio*, the Issuer, the relevant Note Trustee and/or the Security Trustee will rely entirely on the Mortgage Warranties regarding all matters and the circumstances relating to the Portfolio and will not make, or cause to be made, any enquiries, searches or investigations (including, without limitation, those which a prudent purchaser of the Portfolio would normally make). See also 1.1.4 *Prospective investors to conduct independent investigation and analysis*.

11.5.2 **Mortgage Warranties given by the Seller**

Pursuant to the Mortgage Sale Agreement, on the Closing Date the Seller will represent and warrant to the Issuer and the Security Trustee in relation to each Mortgage in the Portfolio that each of the following statements (the **Mortgage Warranties**) are true as at the Closing Date (the **Mortgage Warranty Date**) in relation to that Mortgage;

(a) **Particulars of the Mortgage**

As of the Portfolio Cut-Off Date the details of the Mortgage as set out in the:

- (1) "Current Gross Balance";
- (2) "Current Interest Rate"; and

(3) "Maturity Date",

fields in the Portfolio Sale Data Cut-Off Schedule, were, to the Seller's knowledge, true and accurate in all material respects and the Seller has not received any notice in writing from any Mortgage Borrower asserting otherwise.

(b) **Seller's ownership of, and Legal Title Holder's title to, the Mortgage**

The Seller is the beneficial owner and the Legal Title Holder is the legal owner of the Mortgages free from Security Interests.

(c) **Assignability etc of Mortgage**

The Seller has not made any prior sale, transfer of the Mortgages and the Seller may freely assign or otherwise transfer its interests in the Mortgages without breaching any term or conditions applying to any of them.

(d) **No adverse effect of transfer on Mortgage**

The transfer of each Mortgage Loan comprised in the Mortgage pursuant to the Mortgage Sale Agreement would not breach any term or condition applying to any such Mortgage Loan.

(e) **Denominated in EUR**

Each Mortgage Loan comprised in the Mortgage is denominated in EUR or, in the case of 3 Mortgage Loans, in GBP.

(f) **No prohibited self-certified loans**

So far as the Seller is aware, no Mortgage Loan in the Portfolio which was originated on or after 21 March 2016, being the date when the Mortgage Credit Directive (Directive 2014/17/EU) was implemented in Ireland (by way of the European Union (Consumer Mortgage Credit Agreements) Regulations 2016 S.I. No. 142 of 2016), was marketed and underwritten on the premise that the Mortgage applicant or, where applicable, intermediaries was/were made aware that the information provided by the Mortgage applicant might not be verified by the Originator (sometimes referred to as 'self-certified' Mortgages).

(g) **Compliance with applicable laws**

So far as the Seller is aware, each Mortgage Loan was originated by the Originator in accordance with all applicable laws at the time of origination (other than immaterial deviations which are not prejudicial to the relevant Mortgage Borrower and the Issuer);

(h) **Mortgage Borrowers**

So far as the Seller is aware, each Mortgage Loan comprised in the Mortgage is made to a Mortgage Borrower who is an individual and aged 18 years or older at the date of entering into that Mortgage Loan.

(i) **Mortgage Origination Documentation**

So far as the Seller is aware, each Mortgage Loan comprised in the Mortgage has been made and each Mortgage has been granted on the terms of, or on substantially similar terms to, the Mortgage Origination Documentation (save to the extent as may be required to comply with any applicable law or regulation or to any changes that would have been acceptable to a Prudent Residential Mortgage Lender).

Prudent Residential Mortgage Lender means being in relation to Mortgages in the Portfolio a reasonable and prudent mortgage lender who originates, administers and holds to maturity residential mortgage loans and their collateral security which have in all material respects the same credit profile and are so originated, administered and held to maturity according to lending standards, lending criteria and procedures as were and/or were intended to be applied in relation to Mortgages in such Portfolio originated by the Originator or, if the relevant context relates to a specific Mortgage, as were and/or were intended to be applied in relation to such Mortgage.

(j) **Valid, binding and enforceable**

So far as the Seller is aware, each Mortgage Loan comprised in the Mortgage constitutes a valid and binding obligation of the Mortgage Borrower enforceable in accordance with its terms and secures the repayment of all advances, interest, costs and expenses payable by the Mortgage Borrower, except that:

- (1) enforceability may be limited:
 - (A) by bankruptcy, insolvency or other similar laws of general applicability affecting the enforcement of creditors' rights generally;
 - (B) by the courts' discretion in relation to equitable remedies, and/or
 - (C) to the extent that any provision in the Mortgage Origination Documentation is found by a court of competent jurisdiction or the CCPC to be deemed to be unfair within the meaning given to that expression in the Consumer Rights Act 2022 or, in the case of 3 Mortgage Loans, the corresponding courts, regulator and legislation applicable in the relevant jurisdiction within the United Kingdom (and then only in respect of that provision); and
 - (2) this Mortgage Warranty shall not apply in respect of early repayment charges, mortgage administration exit fees, arrears fees or charges payable in the event of a Mortgage Borrower default.
- (k) **Fraud**
No fraud has been committed by the Seller in respect of the Mortgage.
- (l) **Maturity date**
In relation to each Mortgage Loan comprised in the Mortgage, the final repayment date will not fall beyond 5 years prior to furthest away Final Maturity Date in respect of Notes.
- (m) **Obligation to make Mortgage Further Advances**
So far as the Seller is aware, the Seller has no obligation to make any further advances to any Mortgage Borrower pursuant to any Mortgage Loan comprised in the Mortgage and the Seller has not received any notice in writing from any Mortgage Borrower asserting otherwise.
- (n) **Type of Mortgage Property**
Each Mortgage Loan in respect of the Mortgage is secured over residential property located in Ireland or, in the case of 3 Mortgage Loans, in the United Kingdom.
- (o) **First ranking Mortgage**
So far as the Seller is aware, each Mortgage Loan in respect of the Mortgage is secured by a valid, subsisting and first ranking or economically first ranking (being a lower ranking mortgage where all prior ranking mortgages are secured in favour of the same lender) security interest over the relevant Mortgage Property subject to:
- (1) any claims ranking in priority by operation of law, applicable bankruptcy, insolvency or other similar laws of general applicability affecting the enforceability of creditors' rights generally and the court's discretion in relation to equitable remedies and any revenue claims pursuant to Sections 571, 1001 or 1002 of the Taxes Consolidation Act 1997;
 - (2) the clearing off of any prior discharged security interests from the Land Registry, Registry of Deeds and Companies Registration Office registers in Ireland or, in the case of 3 Mortgage Loans, in each corresponding registry applicable in the relevant jurisdiction within the United Kingdom; and
 - (3) registration of the relevant security document at the Land Registry or Registry of Deeds in Ireland or, in the case of 3 Mortgage Loans, in each corresponding registry applicable in the relevant jurisdiction within the United Kingdom and (in those cases) there is nothing to prevent that registration or recording being effected).
- (p) **No mortgage of shared ownership leasehold**
So far as the Seller is aware, no Mortgage Loan in respect of the Mortgage is a loan made pursuant to Section 3(4) of the Housing (Miscellaneous) Provisions) Act 1992.
- (q) **Mortgage of registered land**
So far as the Seller is aware, in relation to the Mortgage, the Property is registerable in the Land Registry or Registry of Deeds in Ireland or, in the case of 3 Mortgage Loans, in each corresponding registry applicable in the relevant jurisdiction within the United Kingdom and (subject only to stamping at the Revenue Commissioners of Ireland or, in the case of 3 Mortgage Loans, the UK H.M. Revenue and Customs, where applicable, and to any registration which may be pending at the Land Registry or Registry of Deeds in Ireland or, in the case of 3 Mortgage Loans, in each corresponding

registry applicable in the relevant jurisdiction within the United Kingdom and (in those cases) there is nothing to prevent that registration or recording being effected).

(r) **No notice of adverse claim regarding set off etc**

So far as the Seller is aware, no notice or claim in writing by any Mortgage Borrower of any threat to take steps to assert any right of set-off, rescission or counter-claim under or in connection with any of the Mortgages, rescission or counter-claim under or in connection with any of the Mortgages has been received;

(s) **Mortgage administration compliance**

So far as the Seller is aware, the Mortgage Administrator has, from the date of transfer of the legal interest in the Mortgages to the Legal Title Holder, complied in all material respects with the requirements of the Consumer Protection Code, the Consumer Protection Act 2007, the Arrears Code and the CoB Requirements (as applicable).

(t) **Mortgage accounts, books and records**

So far as the Seller is aware, the Legal Title Holder has, for the time it has been legal title holder in respect of the Mortgage, kept or procured the keeping of full and proper accounts, books and records showing clearly all material transactions, payments, receipts, proceedings and notices relating to the Mortgage during that period and all such accounts, books and records are up to date and in the possession of the Mortgage Administrator or held to its order;

11.5.3 Remedies for breach of Mortgage Warranties

(a) **Procedures to determine a breach of the Mortgage Warranties**

The Mortgage Sale Agreement will include the following procedure for determining whether a breach of a Mortgage Warranty has occurred and, as applicable, the potential Mortgage Warranty Damages Amount:

- (1) Prior to the 2nd anniversary of the Closing Date the Seller is obliged to give notice, within 30 days of becoming aware of a matter or circumstance which constitutes, or which a Prudent Residential Mortgage Lender would consider to be or likely to result in, such breach and the Issuer may give notice, prior to the 2nd anniversary of the Closing Date, of an alleged breach (provided that such notice by the Issuer is given within 60 days of becoming aware of such matter or circumstance).
- (2) There is then a 30 Business Day dispute opportunity period in which the Seller can, if it has grounds, give notice that it wishes to dispute an alleged breach and/or the potential Mortgage Warranty Damages Amount relating to that alleged breach.
- (3) If such a notice is given, there is a 10 Business Day period in which the relevant parties are to use their reasonable endeavours to resolve the relevant dispute and in the event of failure to resolve the dispute a party can refer it to an independent expert to resolve it.
- (4) If a breach is capable of remedy, the Seller can have a 30 Business Day period (starting from the expiry of the 30 Business Day dispute opportunity period referred to above, or if the breach has been disputed, from the date of resolution of the dispute) in which it is to use its reasonable endeavours to remedy the matter or circumstance in all material respects.
- (5) A breach of a Mortgage Warranty is deemed to have occurred if the above procedure is completed without, as applicable, the alleged breach having been determined not to have occurred (after having been disputed) or the alleged breach having been remedied in all material respects.

Mortgage Warranty Damages Amount means in relation to a breach of a Mortgage Warranty in respect of a Mortgage:

(a) EUR 0 if either or both:

- (1) the amount of the actual or likely monetary value of the loss incurred, or which may reasonably foreseeably be incurred by the Issuer in connection with such breach is less than €5,000 (provided that this exclusion shall not apply to a breach where there two or more claims relating to breaches of the same Mortgage Warranty arising from similar facts where this exclusion has been applied (and shall continue to apply) to claims where the aggregate of such amounts in respect of those claims to which this exclusion has been applied exceeds €20,000); or

- (2) notice of such breach was not given under 11.5.3(a)(1) on or before the 2nd anniversary of the Closing Date (except where the Seller breached an obligation to give such a notice on or prior to that 2nd anniversary);
- (b) in any other case, the lower of:
 - (1) an amount equal to the actual or likely monetary value of the loss incurred, or which may reasonably foreseeably be incurred by the Issuer in connection with such breach;
 - (2) 5% of the Mortgage Current Balance of the relevant Mortgage Loan at the time the breach is deemed to have occurred (or, if higher, the amount that Mortgage Current Balance would have been in the absence of that breach).
- (b) **Limits on liability regarding Seller Warranties**
 - (1) No notice can be given or is required to be given under 11.5.3(a)(1) after the 2nd anniversary of the Closing Date. The Seller is not liable for a breach of a Mortgage Warranty if the notice under 11.5.3(a)(1) is given after that 2nd anniversary (unless the Seller breached an obligation to give such a notice prior to that 2nd anniversary).
 - (2) The definition of Mortgage Warranty Damages Amount includes limits on the amount for which the Seller is liable in respect of a breach of a Mortgage Warranty.
 - (3) The Seller is not liable if the claim for breach of a Mortgage Warranty is in respect of a matter relating to the relevant Mortgage in respect of which all liabilities have been fully performed or redeemed; or would not have arisen but for a change in legislation after the completion date in respect of such Mortgage; or arises from or would not have arisen but for:
 - any subsequent owner having made a further advance or having amended, altered or varied to any material extent any of the terms of that Mortgage.
 - the Issuer (or any administrator of the Mortgages in the Portfolio on behalf of the Issuer) doing or omitting to do any act or thing which is not in accordance with the standards of a Prudent Residential Mortgage Lender, and is an act or thing which the Issuer knew or ought reasonably to have known would give rise to, or result in an increase in, any Mortgage Warranty claim.
- (c) **Breach of Mortgage Warranty**

If a breach of a Mortgage Warranty occurs in respect of a Mortgage:

 - (1) the Seller may (in its absolute discretion) pay the Issuer:
 - (A) the relevant Mortgage Warranty Damages Amount in respect of such breach of a Mortgage Warranty; or
 - (B) (if higher) the then Mortgage Current Balance of the relevant Mortgage, plus accrued interest in respect of the relevant Mortgage not forming part of that Mortgage Current Balance, plus costs and expenses incurred by the Issuer in relation to the relevant breach;
 - (2) the Subordinated Noteholder may (but is not obliged to) make an advance to the Issuer under the Subordinated Note Facility Agreement not exceeding the relevant Mortgage Warranty Damages Amount in respect of such breach of a Mortgage Warranty and:
 - (A) the portion of that advance to the extent (if any) not exceeding the then Mortgage Principal Balance of the relevant Mortgage will be paid into the Transaction Account and a corresponding credit made to the Principal Ledger; and
 - (B) the remainder of that advance (if any) will be paid into the Transaction Account and a corresponding credit made to the Revenue Ledger; and
 - (3) (if the Seller does not pay the Issuer the relevant Mortgage Warranty Damages Amount under (1) above), the Cash Administrator shall increase the balance of the Principal Deficiency Record to the extent that such Mortgage Warranty Damages Amount exceeds the amount of an advance (if any) made to the Issuer under the Subordinated Note Facility Agreement in respect of such breach.

(d) **Retransfer after receipt of full payment for breach of Mortgage Warranty**

Where, in respect of a breach of a Mortgage Warranty, an amount not less than:

- (1) the Mortgage Current Balance in respect of the relevant Mortgage, plus
- (2) accrued interest in respect of the relevant Mortgage not forming part of that Mortgage Current Balance, plus
- (3) costs and expenses incurred by the Issuer in relation to that breach,

has been paid to the Issuer in respect of that breach:

- the portion of that amount equal to the then Mortgage Principal Balance of the relevant Mortgage will be paid into the Transaction Account and a corresponding credit made to the Principal Ledger;
- the remainder of that amount will be paid into the Transaction Account and a corresponding credit made to the Revenue Ledger; and
- (to the extent that all or any part of the Mortgage exists) the Issuer shall, as soon as reasonably practicable upon request, assign all its right, title, interest and benefit in the Mortgage to the person who paid the relevant amount (or such other person as that person may direct).

(e) **Procedures administered by the Mortgage Administrator or Framework Administrator**

The procedures set out in the relevant Mortgage Sale Agreement in relation to actual or potential breaches of Mortgage Warranties by the Seller shall be administered by either the Mortgage Administrator on behalf of the Issuer in accordance with, as applicable, the Mortgage Administrator's obligations under the Mortgage Administration Agreement or by the Framework Administrator on behalf of the Issuer in accordance with, as applicable, the Framework Administrator's obligations under the Framework Administration Agreement.

See 4.2.8 *Searches, investigations and Mortgage Warranties in relation to the Portfolio* and 4.4.2 *Limits on recourse etc. to Transaction Parties* for some particular investment considerations relating to the purchase of the Portfolios.

11.6 **Overview of Mortgage characteristics**

The Mortgages included in the Portfolio have one or more of the following characteristics:

11.6.1 **Mortgage Conditions**

All of the Mortgages in the Portfolio were originated by the Originator using sets of pro forma mortgage origination documentation developed and maintained by it (the relevant **Mortgage Origination Documentation**) which will include its standard mortgage conditions (**Mortgage Conditions**). The Mortgage Conditions contain various covenants and undertakings by the borrower in relation to the Mortgage (the **Mortgage Borrower**) including covenants to make payments either monthly (each a **Mortgage Monthly Payment**) or as notified to the Mortgage Borrower and to pay premiums on buildings insurance policies effected in relation to the relevant Mortgage Property. The Mortgage Conditions will also contain provisions for the usual remedies of a mortgagee upon default by the Mortgage Borrower.

11.6.2 **Governing law**

The Mortgages are governed by Irish law.

11.6.3 **Types of Mortgage Borrower**

Each Mortgage in the Portfolio is an **Individual Mortgage** where each Mortgage Borrower in respect of the relevant Mortgage is an individual.

11.6.4 **Use of Mortgage Properties**

The Portfolio includes:

- **Owner Occupied Mortgages** which relate to a Mortgage Property purchased by the Mortgage Borrower to be occupied as the primary residence of such Mortgage Borrower; and/or
- **Buy to Let Mortgages** which relate to a Mortgage Property purchased by the Mortgage Borrower to be occupied by tenants for residential purposes (but other than as an Owner Occupied Mortgage).

See further 12.24 *Mortgage Loans by Mortgage Property occupancy*.

11.6.5 **Scheduled repayment of Mortgages**

- The Portfolio includes **Repayment Mortgage Loans**, being a Mortgage Loan to the extent that the principal amount in respect of that Mortgage Loan is required to be amortised by scheduled repayments of principal by the Mortgage Borrower during the term of the Mortgage so that the entire principal amount of such Mortgage Loan is repaid by its stated maturity date.
- The Portfolio includes **Interest Only Mortgage Loans**, being a Mortgage Loan to the extent that the principal amount in respect of that Mortgage Loan is not required to be amortised by scheduled repayments of principal by the Mortgage Borrower during the term of the Mortgage Loan, so that such principal amount of such Mortgage Loan is repayable on its stated maturity date. See 4.2.3(c) *Risks relating to Interest Only Mortgage Loans* for some particular investment considerations relating to Interest Only Mortgage Loans.

A Mortgage Loan may at any time be a partial Interest Only Mortgage Loan with the remaining portion being a Repayment Mortgage Loan (**Part and Part Mortgage Loans**).

As indicated in 11.8 *No discretionary Mortgage Further Advances*, the Issuer will undertake not to agree to or make any Mortgage Further Advance in relation to a Mortgage in the Portfolio.

The **Mortgage Principal Balance** in respect of a Mortgage on any given date is the then principal amount outstanding in respect of that Mortgage at such time (but avoiding double counting) including:

- the original amount advanced to the relevant Mortgage Borrower and any further amount advanced on or before that given date to the relevant Mortgage Borrower secured or intended to be secured by the related Mortgage; and
- any interest, disbursement, legal expense, fee, charge, rent, service charge, premium or payment which has been properly capitalised in accordance with the relevant Mortgage Conditions or with the relevant Mortgage Borrower's consent and added to the amounts secured or intended to be secured by the related Mortgage,

as at the end of the Business Day immediately preceding that given date less any prepayment, repayment or payment of any of the foregoing made on or before the end of the Business Day immediately preceding that given date and excluding any retentions made but not released by the end of the Business Day immediately preceding that given date.

The **Mortgage Current Balance** in respect of a Mortgage on any given date is the aggregate balance of that Mortgage at such time (but avoiding double counting) including:

- the Mortgage Principal Balance of that Mortgage; and
- any other amount (including, for the avoidance of doubt, interest and arrears of interest) which is accrued (whether or not due) and which has not been paid by the relevant Mortgage Borrower and has not been capitalised in accordance with the relevant Mortgage Conditions or with the relevant Mortgage Borrower's consent but which is secured or intended to be secured by the related Mortgage,

as at the end of the Business Day immediately preceding that given date.

11.6.6 **Mortgage Loan Interest Rates**

The Portfolio includes:

- Mortgage Loans which are or (after a period in which a fixed rate or tracker rate applies) may become wholly or partially **Mortgage Variable Rate Loans** during each period in which interest accrues at a rate of interest which is variable and is capable of being reset.
- Mortgage Loans each of which is (or, following an agreed period, may become) wholly or partially:
 - a **Mortgage Fixed Rate Loan** during each agreed period in which interest accrues at a fixed rate of interest which is not capable of being reset during that period;
 - a **Mortgage Tracker Rate Loan** during each agreed period in which interest accrues at a fixed margin over a specified reference rate indicated in that section (each a **Mortgage Tracker Rate**) as determined periodically in accordance with the applicable Mortgage Conditions.

See 4.1.6 *Interest rate basis risks between the Notes and the Mortgages* and 18.8 *Hedging of some interest basis risks* for some particular considerations relating to the interest basis of the Mortgage Loans in the Portfolio.

Interest on the Mortgages is payable monthly at rates which will be set by the Mortgage Administrator on behalf of the Legal Title Holder and the Issuer in accordance with the terms of the Mortgage Administration Agreement (see further 14.2.4 *Setting of Interest Rates in relation to Mortgages*).

11.6.7 Arrears Mortgages

The Portfolio includes **Arrears Mortgages** in respect of which the Mortgage Borrowers are in arrears and 12 *Provisional Portfolio summary data* includes some further information regarding the level of arrears as at the Provisional Portfolio Date. See 4.2 *Risks relating to the Security Assets* for some particular considerations relating to Arrears Mortgages.

Months in Arrears means at any time in relation to a Mortgage, the number of whole Mortgage Monthly Payments that are overdue and remain unpaid in respect of that Mortgage calculated on the basis that all payments received and/or recovered by the Legal Title Holder in respect of that Mortgage are treated as being appropriated to or towards paying amounts in the chronological order that they became due (i.e. starting with the earliest of the due dates of such amounts) (and, for the avoidance of doubt, where only part of a Mortgage Monthly Payment is treated as being overdue and remaining unpaid after applying the calculation indicated this definition, that Mortgage Monthly Payment shall not be included in the number of whole Mortgage Monthly Payments that are overdue and remain unpaid in respect of the relevant Mortgage).

11.7 Mortgage Variations

Pursuant to the Mortgage Administration Agreement, the Issuer will undertake not to agree to or make any variation to the terms and/or conditions of any Mortgage (a **Mortgage Variation**) unless it is an Administrative Mortgage Variation.

An **Administrative Mortgage Variation** means:

- (a) a periodic variation of the floating Mortgage interest rate where the existing terms of the relevant Mortgage Loan provide for such periodic variation and such variation is made in accordance with those existing terms; and/or
- (b) a variation to the terms and/or conditions of that Mortgage which is made in accordance with and to comply with a mandatory requirement of applicable law, statute, regulation; and/or
- (c) a variation to the terms and/or conditions of that Mortgage which is routinely made by Prudent Residential Mortgage Lenders; and/or
- (d) a variation to the terms and/or conditions of that Mortgage to control or manage arrears on the Mortgage,

provided that, in each case (other than as a result of the Mortgage Administrator applying the applicable arrears, repossessions or forbearance policy under and in accordance with the Mortgage Administration Agreement), at the end of the day that such variation becomes effective there is no Mortgage Loan in respect of that Mortgage which is a Mortgage Fixed Rate Loan and which was not a Mortgage Fixed Rate Loan in respect of that Mortgage prior to such variation becoming effective.

Where a permitted Mortgage Variation is to be made, the Mortgage Administrator will administer the making of the relevant Mortgage Variation by the Legal Title Holder in each case on the basis that the relevant Mortgage will, as varied by that Mortgage Variation, continue to be comprised within the Portfolio.

11.8 No discretionary Mortgage Further Advances

Pursuant to the Mortgage Administration Agreement, the Issuer will undertake not to agree to or make any further advance (each a **Mortgage Further Advance**) in relation to a Mortgage in the Portfolio.

11.9 Mortgage regulation in Ireland

11.9.1 Consumer Credit Act 1995 and the Mortgage Credit Regulations

The making of housing loans in Ireland is regulated by the Consumer Credit Act 1995 (as amended) (the **CCA**) and the European Union (Consumer Mortgage Credit Agreements) Regulations 2016 (as amended) (the **Mortgage Credit Regulations**), which impose a range of obligations and restrictions on mortgage lenders and mortgage intermediaries.

- A mortgage lender is an entity the business of which consists of or includes the making of housing loans. A housing loan is a loan that is secured by a mortgage on a house and which is, among other things, made to a consumer for the purchase of the house to which the mortgage relates, or otherwise

made to a person for the purchase or improvement of that person's principal residence. It is not anticipated that the Issuer will be a mortgage lender for the purposes of the CCA.

- A mortgage intermediary is a person (other than a mortgage lender) who, in return for commission or some other form of consideration arranges, or offers to arrange, for a mortgage lender to provide a consumer with a housing loan, or introduces a consumer to an intermediary who arranges, or offers to arrange, for a mortgage lender to provide the consumer with such a loan. A mortgage intermediary requires an authorisation from the Central Bank in order to conduct its business. In the event that an unauthorised mortgage intermediary operates in Ireland, it is subject to penalties and sanctions that are discussed below. It is not anticipated that the Issuer will be a mortgage intermediary for the purposes of the CCA.

(a) **Consumer Credit Act 1995**

- Relevant obligations imposed by the CCA include (among other obligations) rules regulating advertising for housing loans; a requirement to furnish the borrower with a valuation report concerning the property; a requirement that specified warnings regarding the potential loss of the person's home be included in all key documentation relating to a housing loan and that key, prescribed information be displayed on the front page of a housing loan; and obligations to provide prescribed documents and information to a borrower. Restrictions include prohibitions on the imposition of a redemption fee in the case of many types of housing loans; compelling a borrower to pay the lender's legal costs for investigating title; and the linking of certain products.
- A breach of any of certain obligations or restrictions under the CCA is a criminal offence by the mortgage lender or the mortgage intermediary. The financial penalties that may be imposed in respect of a criminal offence under the CCA may range from a maximum fine of €3,000 for most offences, to a maximum fine of €100,000 for the unlawful linking of certain services. A person (including a company) that is convicted of an offence under the CCA will normally be ordered to pay the costs of the prosecution.

(b) **Mortgage Credit Regulations**

- The Mortgage Credit Regulations came into force on 21 March 2016 and transpose Directive 2014/17/EU on credit agreements for consumers relating to residential immovable property into Irish law. The Mortgage Credit Regulations apply to credit provided to a consumer under: (a) credit agreements secured by a mortgage or comparable security commonly used in a member state on residential immovable property or secured by a right relating to residential immovable property; and (b) credit agreements the purpose of which is to acquire or retain rights in land or in an existing or proposed residential building.
- The Mortgage Credit Regulations require, among other things: standard information in advertising; standard pre-contractual information disclosures; adequate explanations to the consumer on the proposed credit agreement and any ancillary service; calculation of the annual percentage rate of charge in accordance with a prescribed formula; assessment of creditworthiness of the consumer; a right of the consumer to make early repayment of the credit agreement; notifications to consumers concerning changes in the borrowing rates; and certain obligations in respect of arrears and reposessions.
- The Mortgage Credit Regulations were amended by the European Union (Credit Servicers and Credit Purchasers) Regulations 2023 (the **CSCP Regulations**) to impose requirements on creditors including to, among other things, communicate certain matters to consumers prior to modifying any conditions of their credit agreement and to put in place policies and procedures that enable a creditor to exercise, where appropriate, reasonable forbearance measures before enforcement proceedings are initiated. The Mortgage Credit Regulations, as amended by the CSCP Regulations, also provide that where a creditor's rights are assigned to a third party, the consumer is entitled to plead against the assignee any defence available to that consumer against the original creditor and that the consumer must be informed of any such assignment except where the original creditor, by agreement with the assignee, continues to service the credit vis-à-vis the consumer.
- A breach of any of these obligations is a criminal offence. The financial penalties may range from a Class A fine on summary conviction with a maximum monetary fine of €5,000 to a maximum fine of €100,000 on indictment.
- In respect of a regulated financial services provider, the Central Bank may impose a monetary penalty for breach of any of these obligations and restrictions, or a breach of Irish financial

services legislation more generally, in addition to various other penalties that may be imposed by the Central Bank. The maximum financial penalty that may be imposed by the Central Bank under its Administrative Sanctions Procedure, in the case of a body corporate, is €10,000,000 or 10% of the annual turnover of the regulated financial services provider in the last financial year, whichever is the greater.

11.9.2 Distance marketing

The Distance Marketing of Consumer Financial Services Directive (Directive 2002/65/EC) (the **DMD**) is implemented in Ireland by way of the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 (as amended) (the **DMR**). The DMR applies to, among other things, consumer credit agreements entered into on or after 15 February 2005 by means of distance communication (i.e. without any physical face-to-face contact between a lender and a borrower). The DMR requires suppliers of financial services where such financial services are provided by way of distance communication to provide certain pre-contractual information to consumers. This pre-contractual information must be provided to consumers within a reasonable time before the consumer is bound by a distance contract for the supply of financial services and includes, but is not limited to, general pre-contractual information in respect of the supplier and the financial service contractual terms and conditions.

A failure by the supplier to comply with certain requirements under the DMR may result in the distance contract being unenforceable as against the consumer. The discretion as to enforceability lies with the courts, who if satisfied that the supplier's non-compliance with the DMR was not deliberate, and that the consumer has not been prejudiced by such non-compliance, and it is just and equitable to dispense with the relevant obligation under the DMR, may decide that the contract is enforceable, subject to any conditions that the court sees fit to impose. The Central Bank may impose a monetary penalty for breach of the DMR under its Administrative Sanctions Procedure. The maximum financial penalty, in case of a body corporate, is €10,000,000 or 10% of the annual turnover of the regulated financial services provider in the last financial year, whichever is greater.

A new directive on financial services contracts concluded at a distance (the **Revised DMD**) was published in the Official Journal on 28 November 2023. The Revised DMD repeals the DMD. The new rules on distance consumer financial services contracts under the Revised DMD will enter into force on 19 June 2026. EU Member States are required to publish their transposing legislation for the Revised DMD by 19 December 2025. The Revised DMD includes national discretions for EU Member States. No transposing legislation has yet been published in Ireland and we await further guidance on the transposition of the Revised DMD and the exercise of the national discretions under the Revised DMD.

11.9.3 Unfair terms

The Consumer Rights Act 2022 (the **Consumer Rights Act**) repealed, among other things, the European Communities (Unfair Terms in Consumer Contracts) Regulations 1995 (as amended) with effect from 29 November 2022. Part 6 of the Consumer Rights Act applies in relation to the Mortgage Loans in the context of unfair terms. A borrower may challenge a term in an agreement on the basis that it is "unfair" within the meaning of the Consumer Rights Act and therefore not binding on the borrower. In addition, the Competition and Consumer Protection Commission (the **CCPC**), the Central Bank, the Commission for Communications Regulation, or a consumer organisation (collectively defined as "authorised bodies" and each an "authorised body") may apply to the Circuit Court or the High Court for a declaration that a term drawn up for general use in contracts concluded by sellers or suppliers with consumers is unfair. At the discretion of the court, an order banning the use of such a term can be subsequently granted. An authorised body may also seek an injunction (including an interim injunction) preventing the use of specific terms which the authorised body considers to be unfair.

The Consumer Rights Act does not generally affect "core terms" in a contract which set out the main subject matter of the contract, such as the borrower's obligation to repay the principal, but may affect terms deemed to be ancillary terms, which may include terms the application of which are in the relevant lender's discretion (such as a term permitting the relevant lender to vary the interest rate).

If a term of a Mortgage Loan is found to be unfair that term may not be enforceable. For example if a term permitting the lender to vary the interest rate is found to be unfair, the borrower will not be liable to pay the increased rate or, to the extent that the borrower has paid it, will be able, as against the Legal Title Holder, or any assignee such as the Issuer, to claim repayment of the extra interest amounts paid or to set-off the amount of the claim against the amount owing by the borrower under the Mortgage Loan. Any such non-recovery, claim or set-off may adversely affect the realisable value of the Mortgage Loans and accordingly the ability of the Issuer to meet its obligations in respect of the Notes.

No assurance can be given that Part 6 of the Consumer Rights Act or any changes thereto, will not have an adverse effect on the Mortgage Loans, the Seller, the Legal Title Holder, the Mortgage Administrator or the Issuer and their respective businesses and operations. This may adversely affect the ability of the Issuer to dispose of the Portfolio, or any part thereof, in a timely manner and/or the realisable value of the Portfolio, or any part thereof, and accordingly affect the ability of the Issuer to meet its obligations under the Notes when due.

11.9.4 Credit servicers and credit purchasers

The Consumer Protection (Regulation of Credit Servicing Firms) Act 2015 became law in Ireland on 8 July 2015. Further to the introduction of that Act, the Consumer Protection (Regulation of Credit Servicing Firms) Act 2018 (the **Credit Servicing Act**) became law in Ireland on 21 January 2019. The Credit Servicing Act amends the definition of "credit servicing" in Part V of the Central Bank Act 1997 (as amended) (the **Central Bank Act**) so that certain activities (which did not previously fall within the definition of 'credit servicing' under the legislation) constitute 'credit servicing'. These activities include:

- (a) holding legal title to credit (which would include the Mortgage Loans);
- (b) determining the overall strategy for the management and administration of a portfolio of credit agreements; and
- (c) maintaining control over key decisions relating to such portfolio of credit agreements.

Subject to limited exceptions, an entity cannot perform "credit servicing" in respect of Irish credit agreements without holding an appropriate authorisation from the Central Bank. The Credit Servicing Act provides for an exemption from the requirement to be authorised (the "securitisation exemption") in the case of a securitisation special purpose entity which satisfies certain conditions.

The Issuer does not satisfy the conditions necessary to avail of the securitisation exemption and is not (and does not propose to become) authorised as a credit servicing firm. Accordingly, the Legal Title Holder and the Mortgage Administrator (which are appropriately authorised as retail credit firms and are authorised to hold legal title to and/or service the Portfolio under the Central Bank Act) have been appointed to discharge the credit servicing activities in connection with the Portfolio. The Transaction Documents have been prepared on the basis that neither the Issuer nor any other parties to the Transaction Documents (other than the Legal Title Holder and the Mortgage Administrator) conduct any activities which would be considered to be "credit servicing" activities and would require such parties to be authorised as a credit servicing firm or a retail credit firm.

If the Issuer (or any other party to the Transaction Documents) was determined to be undertaking credit servicing activities of a nature that require it to be authorised, the Issuer or such party could either seek the appropriate authorisations or seek to amend the Transaction Documents accordingly. No assurance can be given that such authorisation would be forthcoming or that it would be possible to amend the Transaction Documents. Furthermore, the Issuer may be subject to sanctions by the Central Bank and, potentially, would be in breach of law and the Transaction Documents. Any of the foregoing circumstances could adversely affect the value of the Notes.

Furthermore, a replacement administrator or a replacement legal title holder may be required to be authorised as a credit servicing firm (or, where the relevant Mortgage Conditions so require, a retail credit firm). This requirement may limit the number of potential replacement administrators or replacement legal title holders and may make it more difficult or costly to find a replacement administrator or a replacement legal title holder if the appointment of the Mortgage Administrator or the Legal Title Holder were terminated, which could adversely affect the timing or the amount of payments on the Notes.

Directive (EU) 2021/2167 on credit servicers and credit purchasers (the **EU Credit Servicing Directive**) (as implemented in Ireland via the CSCP Regulations) has introduced a harmonised EU-wide framework for credit servicers and credit purchasers. The EU Credit Servicing Directive will assist in fostering a secondary market for non-performing loans by, among other things, harmonising the authorisation framework that will apply to credit servicers of non-performing loans across the EU. The regime under the CSCP Regulations exists in tandem with the domestic credit servicing regime provided for under the Central Bank Act, as outlined above.

The CSCP Regulations have applied since 30 December 2023 to the post-transposition sale and servicing of non-performing loans originated by EEA-authorised banks. Under the CSCP Regulations, non-performing loans are classified as non-performing exposures under Article 47a of the Capital Requirements Regulation. The existing domestic regime under the Central Bank Act for credit servicers and credit

purchasers (including the obligation of the legal title holder of loans to be authorised) continues to apply to matters and agreements not expressly covered by the scope of the CSCP Regulations.

11.9.5 Code of conduct on Mortgage arrears

The Arrears Code came into force on 1 July 2013 replacing the previous code (the **Arrears Code**) and applies to arrears cases existing both as at 1 July 2013 and those that arise thereafter. The Arrears Code is a legally binding code published by the Central Bank on the handling of mortgage arrears and pre-arrears. A pre-arrears case arises where a Mortgage Borrower contacts the relevant lender to inform them that he/she is in danger of going into financial difficulties and/or is concerned about going into mortgage arrears or when the relevant lender itself identifies that this is likely to occur. Amendments were made to the Arrears Code by way of an addendum issued in July 2015, July 2021 and September 2024.

The Arrears Code applies to the mortgage lending activities of lenders to borrowers in respect of mortgages that are secured upon their primary residence or in respect of the only residential property in this State owned by the borrower. The Seller, as an unregulated entity, is not obliged to comply with the Arrears Code. However, the Mortgage Administrator and the Legal Title Holder (as authorised retail credit firms) will be required by law:

- (a) in respect of the Mortgage Administrator, to administer the relevant Mortgage Loans and
- (b) in respect of the Legal Title Holder, to hold legal title to the Mortgages in each case, in accordance with the Arrears Code.

The Arrears Code sets out what the lender must do when managing mortgage arrears and pre-arrears cases that are subject to the Arrears Code and provides for, among other things, the actions that a lender is required to take to address mortgage arrears before resorting to repossession of the relevant property. In particular, the Arrears Code provides that a lender:

- (a) must put in place a mortgage arrears resolution process (**MARP**) which complies with the Arrears Code;
- (b) must explore and, if appropriate, offer the borrower alternative repayment arrangements which may include full or partial interest only repayment for a specified period, full or partial deferral of the instalment repayment for a specified period, extension of the term, capitalising arrears and interest and any voluntary repayment scheme to which the lender has signed up under the Arrears Code;
- (c) in recognition of the serious impact of being classified as 'not cooperating', a lender must provide a warning letter giving at least 20 business days' notice to the borrower, outlining the implications of being classified as "not cooperating" and providing specific information on how to avoid this classification;
- (d) must have a board-approved communications policy that will protect borrowers against unnecessarily frequent contact and harassment, while ensuring that the lender can make the necessary contact to progress resolution of arrears cases (this allows for an approach to lender and borrower communication that is suited to individual needs and circumstances);
- (e) must provide the standard financial statement to the borrower at the earliest opportunity, and to offer assistance to borrowers with completing the standard financial statement and inform the borrower that the borrower may wish to seek independent advice to assist with completing the standard financial statement.

In addition, lenders can agree with the borrower to put a temporary arrangement in place to prevent arrears from worsening while the full standard financial statement is being completed and assessed.

On 16 March 2021, the Central Bank published a consultation on the form of standard financial statement, seeking information on how it could be made more borrower-friendly. As part of that consultation, the Central Bank indicated that feedback on the Arrears Code and the MARP would be welcome, but confirmed that it does not plan to amend the Arrears Code or the MARP at this stage. A Feedback Statement on the responses received to that consultation was published by the Central Bank in July 2021. The Feedback Statement sets out the key amendments that the Central Bank made to the SFS and also contains good practices identified as being in place across the industry which contribute to assisting borrowers in completing the standard financial statement.

The addendum to the Arrears Code published in July 2021 introduces a new standard financial statement document as Appendix 1 of the Arrears Code:

- (a) where there is no other sustainable option available, the lender can offer an arrangement to distressed mortgage holders which provides for the removal of a tracker rate, but only as a last resort, where the only alternative option is repossession of the home. Lenders must be able to demonstrate that there is no other sustainable option that would allow the borrower to keep the tracker rate, and the arrangement offered must be a long-term sustainable solution that is affordable for the borrower;
- (b) must provide cooperating borrowers with at least 8 months' notice from the date arrears first arose before legal action can commence and at the end of the MARP process, lenders will be required to provide a 3 month notice period to allow cooperating borrowers time to consider their options such as voluntary surrender or an arrangement under the Personal Insolvency Acts 2012-2021 (before legal action can start). In effect this means that legal proceedings may commence 3 months from the date the letter is issued to the borrower or 8 months from the date the arrears first arose, whichever is the later; and
- (c) must not apply to the courts to seek repossession of a borrower's primary residence until every reasonable effort has been made to agree an alternative repayment schedule with the relevant borrower in accordance with the MARP.

However, under the Arrears Code, a lender is permitted to seek repossession where it is clear that a borrower is deliberately not engaging with the lender, or where other circumstances reasonably so justify. In addition, a lender may enforce a mortgage in circumstances where application of the Arrears Code is not appropriate, such as, but not limited to, in the case of fraud or breach of contract other than the existence of arrears.

It should be noted that as the Arrears Code applies to borrowers in respect of their primary residence or where it is the only residential property owned by them in Ireland. The protections afforded by the Arrears Code are unlikely to apply to Buy to Let Mortgage Loans unless secured on the only residential property of the borrower in Ireland.

In October 2018, the Central Bank published its *Report on the Effectiveness of the Code of Conduct on Mortgage Arrears in the context of the Sale of Loans by Regulated Lenders*. In the report, the Central Bank stated that the Arrears Code appears to be working effectively for borrowers, and the Central Bank will continue to assertively supervise regulated entities' compliance with the Arrears Code. The Central Bank has requested banks to put in place longer term mortgage arrears resolution strategies to deal with borrowers in or facing arrears or in pre-arrears. It is likely that lenders' actions in dealing with borrowers who are in financial difficulties or whose mortgages are, or may become, in arrears will be subject to additional regulation in the future. Any such additional regulation may have a negative impact on the ability of the Issuer to recover amounts due under the Mortgage Loans and on its ability to pay amounts due under the Notes.

The Central Bank recently completed a thematic review of early mortgage arrears in the Irish market across a representative sample of mortgage lenders, including banks, retail credit firms and credit servicing firms. The purpose of the thematic review was to ensure that the existing regulatory framework is working as intended to support borrowers in, or facing, early arrears. As part of the thematic review, and by way of engagement with the representative sample, the Central Bank assessed the effectiveness of the borrower journey through the arrears resolution process with a particular focus on engagement and communication. The Central Bank's thematic review found that firms are progressing borrowers in pre-arrears and early arrears through MARP and that solutions are being found for borrowers. The Central Bank found that firms are going beyond minimal compliance with MARP and are implementing further improvements for impacted borrowers. The Central Bank did however identify certain deficiencies that reduce the effectiveness of the borrower journey, mainly relating to: (a) the provision of information to borrowers; (b) engagement with borrowers; and (c) delays and errors. The Central Bank also found that firms should make more effective use of alternative repayment arrangements to better support borrowers. Firms are required to consider, and address, the Central Bank's findings to better support borrowers.

As part of the Central Bank's plans to reform the Consumer Protection Code, the Arrears Code will be consolidated with the Consumer Protection Code (and other consumer-focused codes of conduct) into a new set of statutory regulations which will apply from early 2026. As part of this exercise, the Central Bank has proposed a small number of changes to the Arrears Code.

11.9.6 Consumer Protection Code

The revised Consumer Protection Code (as amended from time to time, the **Consumer Protection Code**) came into force on 1 January 2012. The Consumer Protection Code sets out, among other requirements,

how lending institutions (certain of which come within the definition of "regulated entities" under the Consumer Protection Code) and various other regulated entities must deal with personal consumers (who are defined as natural persons acting outside of his/her business, trade or profession) under the Consumer Protection Code.

The arrears handling provisions (in addition to certain other provisions) in the Consumer Protection Code do not apply to a mortgage loan to which the Arrears Code applies, but it could apply to a mortgage not in respect of a primary residence, including a Buy to Let Mortgage Loan.

Other provisions of the Consumer Protection Code apply irrespective of whether the Mortgage Loan is secured on a primary residence or a Buy to Let Mortgage Loan, including (but not limited to) documentary requirements such as the requirement to include a regulatory disclosure statement on all correspondence (and other relevant documents) issued to a borrower in relation to a mortgage loan.

The Seller, as an unregulated entity, is not obliged to comply with the Consumer Protection Code. However, the Mortgage Administrator and the Legal Title Holder (as authorised retail credit firms) will be required by law (1) in respect of the Mortgage Administrator, to administer the relevant Mortgage Loans and (2) in respect of the Legal Title Holder, to hold legal title to the Mortgages in the Portfolio in each case in accordance with the Consumer Protection Code.

Under its Administrative Sanctions Procedure, the Central Bank may impose a monetary penalty on regulated entities for a breach of any of the relevant obligations in the Consumer Protection Code. The maximum financial penalty, in case of a body corporate, is €10,000,000 or 10% of the annual turnover of the regulated financial services provider in the last financial year, whichever is greater.

The Central Bank is conducting a review of the Consumer Protection Code in 3 phases:

- (a) Phase 1: the Central Bank published its discussion paper on proposed reforms to the Consumer Protection Code in October 2022. That discussion paper invited stakeholders to make submissions to the Central Bank on the discussion paper before 31 March 2023. The Central Bank has published the submissions that it received on the discussion paper on its website.
- (b) Phase 2: the Central Bank published its consultation paper on the Consumer Protection Code (the "Consultation Paper") in March 2024. The consultation paper set out the specific updates that the Central Bank proposes to make to the Consumer Protection Code. The Central Bank invited submissions from stakeholders on the consultation paper between March 2024 and 7 June 2024.
- (c) Phase 3: the Central Bank is in the process of considering the feedback from stakeholders on the consultation paper and the Central Bank is expected to publish a Feedback Statement on the consultation paper in early 2025, in addition to the revised and final form Consumer Protection Code (which will take the form of statutory regulations rather than a statutory code). The revised Consumer Protection Code will then take effect in either 2025 or 2026.

11.9.7 **Personal Insolvency Act**

The Personal Insolvency Acts 2012-2021 (as amended) (the **Personal Insolvency Act**) provide a framework for personal insolvency and for the settlement and enforcement of debt and, in particular, provide for court-approved debt resolution options (being alternatives to bankruptcy) for borrowers deemed under the provisions of the Personal Insolvency Act to have unsustainable indebtedness levels.

Key aspects of the Personal Insolvency Act include:

- (a) three non-judicial debt resolution settlement options, two of which only apply to unsecured debt (being a Debt Relief Notice and a Debt Settlement Arrangement) whereas the other option, a Personal Insolvency Arrangement, as described below, applies to both secured and unsecured debt of a debtor (including residential mortgage debt);
- (b) changes to the existing personal bankruptcy regime to provide that the period for discharge of bankrupts was reduced to 1 year (subject to limited exceptions) and that the amount which must be owing before bankruptcy proceedings can be brought was increased to the Euro equivalent of €20,001; and
- (c) the establishment of a State-funded independent body known as the Insolvency Service of Ireland which oversees and gives determinations on, the non-judicial settlement procedures referred to above and which also maintains a Personal Insolvency Register which holds details of debtors subject to the above procedures.

The availability of a Personal Insolvency Arrangement in relation to secured debt is subject to a cap of €3,000,000 unless the cap is waived by an agreement of all secured creditors with unsecured debt having no limit on quantum), including residential mortgage debt. A debtor must engage a personal insolvency practitioner to formulate the Personal Insolvency Arrangement. The Personal Insolvency Arrangement must be agreed by the debtor and supported at a creditors' meeting by both secured and unsecured creditors representing at least 65% of a debtor's total debt. In addition, over 50% of secured creditors and over 50% of unsecured creditors must vote in favour of a Personal Insolvency Arrangement. If, however, a mortgage lender rejects the Personal Insolvency Arrangement proposal, the personal insolvency practitioner, on the instruction of the debtor, can apply for a court review of the rejection. The court can make an order approving the Personal Insolvency Arrangement if it is satisfied that certain criterion has been made including but not limited to the Personal Insolvency Arrangement being fair and equitable in relation to each class of creditors and is not unfairly prejudicial to any interested party. The Personal Insolvency Amendment Act provides that a borrower who has entered a mortgage restructure is not excluded from applying for a Personal Insolvency Arrangement, should the restructure not succeed in returning the borrower to solvency.

Where a Personal Insolvency Arrangement is not approved by the creditors, the personal insolvency practitioner may, where so instructed by the debtor, and where the personal insolvency practitioner considers that there are reasonable grounds to do so, apply to the appropriate court for an order confirming the coming into effect of the Personal Insolvency Arrangement. Creditors must be notified of the appeal and can lodge a notice of objection. The court must hold a hearing promptly and may confirm the Personal Insolvency Arrangement where it is satisfied as to various matters. In making its determination, the court will consider, among other things: the conduct of the debtor and creditors within 2 years prior to the issuing of the protective certificate; submissions by the creditors; any alternative option available to the creditors for the recovery of the debt; and whether the proposed Personal Insolvency Arrangement is fair and reasonable to any non-approving class of creditor and is not unfairly prejudicial to any interested party.

There are certain caveats to the appeals process. The Personal Insolvency Arrangement can only be appealed where the debt is secured on the debtor's family home. In addition, at least one class of creditor must have voted in favour of the Personal Insolvency Arrangement (by a majority of over 50% of the value of the debts owed to that class) at the creditors meeting (provided there is more than one creditor).

The Personal Insolvency Act regime may result in the restructuring of the principal amount outstanding of the secured debt (which would include mortgage debt) of a borrower who completes a Personal Insolvency Arrangement and could also affect the enforcement of mortgages over residential property, and accordingly may have an adverse effect on the ability of the Issuer to fully recover amounts due under the Mortgages, which in turn may adversely affect the Issuer's ability to make payments under the Notes.

A Personal Insolvency Arrangement will not, however, involve an automatic writing down of negative equity and to be eligible, the borrower will have to show positive engagement with his/her secured creditors in the period leading up to the application for an arrangement.

In a 2023 decision which attracted media coverage in Ireland, the Circuit Court approved a Personal Insolvency Arrangement which fixed a borrower's interest rate at 2.5% for 25 years. The legal title holder had challenged the Personal Insolvency Arrangement proposal and offered to reduce the standard variable rate on the loan from 5% to 3%, but this offer was not accepted by the court. The legal title holder decided not to appeal the judgment on the basis that the case involved a unique set of circumstances specific to the borrower. In March 2024, the Circuit Court also approved a Personal Insolvency Arrangement which fixed a borrower's interest rate at 0.5% for 17 years (again, the legal title holder unsuccessfully challenged the Personal Insolvency Arrangement proposal). It is not yet clear whether these decisions will result in an increase in the number of applications by borrowers for Personal Insolvency Arrangements, whether similar Personal Insolvency Arrangement proposals on behalf of borrowers would be approved by the court, or whether the court's judgments were specific to the facts of these particular cases (as the Circuit Court does not produce written judgments)).

12. Provisional Portfolio summary data

The Mortgages to be sold to the Issuer on the Closing Date will be selected from the Mortgages in the Provisional Portfolio (see 5.3.1 *Features of the Provisional Portfolio*).

The statistical and other information contained in this Prospectus relating to the Provisional Portfolio (including, without limitation, the table in 5.3.1 *Features of the Provisional Portfolio* (which provides some selected aggregated figures) and the tables in this section 12 (which give further selected information)) (the **Provisional Portfolio Data**) has been compiled by reference to the Provisional Portfolio as at the Provisional Portfolio Date. The characteristics of the Mortgages to be sold to the Issuer on the Closing Date will differ from those indicated by the Provisional Portfolio Data as a result of, among other things, repayments and redemptions of the Mortgages from the Provisional Portfolio Date to the Closing Date.

The Provisional Portfolio Data has been extracted from information provided by the Mortgage Administrator (which information has been subject to rounding and therefore columns of percentages may not add up to 100%). None of the Provisional Portfolio Data has been the subject of an audit and neither the Mortgage Administrator, the Seller nor any other Transaction Party is providing any representations or warranties in respect of the Provisional Portfolio Data.

Provisional Balance means in relation to a Mortgage, the Mortgage Principal Balance as at the Provisional Portfolio Date. Investors should note that all of the statistical information which relates to, or is calculated by reference to, the Mortgage Principal Balance, aggregate Mortgage Principal Balance or aggregate Provisional Balance in respect of the Provisional Portfolio as of the Provisional Portfolio Date in the tables below include an element of accrued interest and fees.

All of the Mortgages forming part of the Provisional Portfolio were originated in the period between 01 September 1990 and the Provisional Portfolio Date, with the latest scheduled maturity of any Mortgage Loan in the Provisional Portfolio being not later than 1 December 2060.

The Issuer confirms that the assets backing the issue of the Notes have characteristics that demonstrate capacity to produce funds to service any payments due and payable on the Notes. Investors are advised to carefully review this Prospectus together with any amendments or supplements thereto.

Pool Stratification

The tables in 12.3 *Mortgage Loans by Provisional Balance* to 12.28 *Split Mortgage Loans* exclude the unsecured loans referred to in the table in 12.2 *Secured and unsecured Mortgage Loan parts* and include figures for three Mortgage Loans denominated in GBP converted to EUR using an effective exchange rate of 1.1855 as at 31 May 2025.

12.1 Stratification summary

Characteristics	Total
Total Mortgage Current Balance	€423,392,564
% of total Portfolio	100.00%
Total number of Mortgage Loans	2,418
Maximum Mortgage Loan balance	€1,564,698
Weighted average original LTV ¹	69.53%
Original valuation available ²	92.32%
Weighted average indexed current LTV ³	56.13%
Weighted average seasoning (in years)	19.06
Weighted average remaining term (in years) ⁴	12.37
Weighted average coupon	4.49%
Mortgage Variable Rate Loans	45.73%
Mortgage Tracker Rate Loans	44.25%
Mortgage Fixed Rate Loans	10.03%
% Euribor (1 month, 3 month, 6 month)	0.08%
% ECB rate	44.07%
Interest Only Mortgage Loans	14.76%
Part and Part Mortgage Loans	1.82%
Buy to Let Mortgage Loans %	4.38%
Dublin %	33.90%
Months In Arrears > 1 ⁶	46.68%
Months In Arrears > 3 ⁶	40.52%
Months In Arrears > 12 ⁶	29.94%
Expired Mortgage Loans	3.53%
Last 6 months weighted average pay rate ⁵	75.62%
Last 6 months weighted average cash collected	8.82%
Last 12 months weighted average pay rate ⁵	75.09%

Characteristics	Total
Last 12 months weighted average cash collected	8.67%
Last 24 months weighted average pay rate ⁵	75.55%
Last 24 months weighted average cash collected	8.19%
Last 36 months weighted average pay rate ⁵	75.66%
Last 36 months weighted average cash collected	7.69%
Last 12 months cash collected	€36,690,349
Ever restructured %	96.60%
3+ Months In Arrears ever restructured % ⁶	95.65%
REV ⁷	€1,046,753,549
Number of unique facilities	2,418
Average indexed Mortgage Property value	€432,901
Average Mortgage Current Balance	€175,100
Original total Mortgage Current Balance	€531,707,685
% of amortisation	20.37%
% warehoused balance	4.60%

¹ Capped at 100%.

² Calculated as % of number of Mortgage Properties.

³ Capped at 200%, the indexed latest valuation is used.

⁴ Floored at 0.

⁵ Floored at 0%, capped at 200%. Excluding loans with no due amount.

⁶ Expired loans are categorised as 'Expired', and loans with 0 payment due amount and greater than 0 arrears balance are categorised as '999', both included in the calculations.

12.2 Secured and unsecured Mortgage Loan parts

Mortgage Loan part	Number of Mortgage Loans	% of Total	Aggregate Provisional Balance (€)	% of Total
Secured	2,418	99.63%	423,392,564	99.78%
Unsecured	9	0.37%	926,787	0.22%
Total	2,427	100.00%	424,319,351	100.00%

12.3 Mortgage Loans by Provisional Balance

Provisional Balance range (as at the Provisional Portfolio Date) (€)	Number of Mortgage Loans	% of Total	Aggregate Provisional Balance (€)	% of Total
<= 100,000	718	29.69%	38,617,846	9.12%
> 100,000 <=200,000	911	37.68%	134,408,126	31.75%
> 200,000 <=300,000	502	20.76%	122,707,907	28.98%
> 300,000 <=400,000	173	7.15%	58,798,805	13.89%
> 400,000 <=500,000	54	2.23%	23,758,897	5.61%
> 500,000 <=600,000	26	1.08%	14,118,712	3.33%
> 600,000 <=700,000	8	0.33%	5,262,394	1.24%
> 700,000 <=800,000	7	0.29%	5,223,605	1.23%
> 800,000 <=900,000	8	0.33%	6,758,710	1.60%
> 900,000 <=1,000,000	2	0.08%	1,902,876	0.45%
> 1,000,000 <=2,000,000	9	0.37%	11,834,687	2.80%
Total	2,418	100.00%	423,392,564	100.00%

12.4 Seasoning of the Mortgage Loans

Years since origination (as at the Provisional Portfolio Date)	Number of Mortgage Loans	% of Total	Aggregate Provisional Balance (€)	% of Total
<= 10	10	0.41%	2,434,867	0.58%
> 10 <= 12	2	0.08%	205,345	0.05%
> 12 <= 14	4	0.17%	321,231	0.08%
> 14 <= 16	13	0.54%	2,468,383	0.58%
> 16 <= 18	743	30.73%	155,971,304	36.84%
> 18 <= 20	846	34.99%	159,493,884	37.67%
> 20 <= 22	400	16.54%	58,865,695	13.90%
> 22 <= 24	207	8.56%	26,421,312	6.24%
> 24 <= 26	131	5.42%	13,222,006	3.12%
> 26	62	2.56%	3,988,537	0.94%
Total	2,418	100.00%	423,392,564	100.00%

12.5 Remaining term of the Mortgage Loans

Remaining term in years (as at the Provisional Portfolio Date)	Number of Mortgage Loans	% of Total	Aggregate Provisional Balance (€)	% of Total
< = 4	352	14.56%	40,725,622	9.62%
> 4 < = 6	229	9.47%	35,993,104	8.50%
> 6 < = 8	251	10.38%	40,669,216	9.61%
> 8 < = 10	224	9.26%	35,103,373	8.29%
> 10 < = 12	213	8.81%	36,612,156	8.65%
> 12 < = 14	187	7.73%	37,325,390	8.82%
> 14 < = 16	156	6.45%	31,921,362	7.54%
> 16 < = 18	297	12.28%	63,288,669	14.95%
> 18 < = 20	139	5.75%	30,308,634	7.16%
> 20 < = 22	101	4.18%	19,447,480	4.59%
> 22 < = 24	66	2.73%	14,956,796	3.53%
> 24 < = 26	52	2.15%	10,692,939	2.53%
> 26 < = 28	23	0.95%	4,856,207	1.15%
> 28 < = 30	24	0.99%	4,998,889	1.18%
> 30	6	0.25%	1,541,710	0.36%
Expired	98	4.05%	14,951,017	3.53%
Total	2,418	100.00%	423,392,564	100.00%

12.6 Mortgage Loans by repayment method

Repayment method (as at the Provisional Portfolio Date)	Number of Mortgage Loans	% of Total	Aggregate Provisional Balance (€)	% of Total
Interest Only Mortgage Loans	306	12.66%	62,485,258	14.76%
Repayment Mortgage Loans	2,075	85.81%	353,194,212	83.42%
Part and Part Mortgage Loans	37	1.53%	7,713,094	1.82%
Total	2,418	100.00%	423,392,564	100.00%

12.7 Mortgage Loan interest rate type

Mortgage Loan interest rate type	Number of Mortgage Loans	% of Total	Aggregate Provisional Balance (€)	% of Total
Floating for life	2,213	91.52%	381,781,790	90.17%
Fixed for life	92	3.80%	22,742,862	5.37%
Fixed with compulsory future switch to floating	113	4.67%	18,867,913	4.46%
Total	2,418	100.00%	423,392,564	100.00%

12.8 Mortgage Loan current interest rate index

Mortgage Loan current interest rate index	Number of Mortgage Loans	% of Total	Aggregate Provisional Balance (€)	% of Total
Mortgage Variable Rate Loans	1,341	55.46%	193,604,277	45.73%
Mortgage Tracker Rate Loans	870	35.98%	187,334,254	44.25%
Mortgage Fixed Rate Loans	207	8.56%	42,454,033	10.03%
Total	2,418	100.00%	423,392,564	100.00%

12.9 Mortgage Loans by current interest rate

Current Mortgage Interest Rate (as at the Provisional Portfolio Date) - % per annum	Number of Mortgage Loans	% of Total	Aggregate Provisional Balance (€)	% of Total
< = 1.00	55	2.27%	9,033,825	2.13%
> 1.00 < = 2.00	63	2.61%	16,094,415	3.80%
> 2.00 < = 3.00	121	5.00%	25,602,338	6.05%
> 3.00 < = 4.00	944	39.04%	196,544,772	46.42%
> 4.00 < = 5.00	211	8.73%	34,786,636	8.22%
> 5.00 < = 6.00	128	5.29%	20,670,450	4.88%
> 6.00 < = 7.00	299	12.37%	45,968,351	10.86%
> 7.00 < = 8.00	574	23.74%	70,966,036	16.76%
> 8.00 < = 9.00	23	0.95%	3,725,741	0.88%
Total	2,418	100.00%	423,392,564	100.00%

The minimum Mortgage Interest Rate (as at the Provisional Portfolio Date) is 0.00% per annum.

The maximum Mortgage Interest Rate (as at the Provisional Portfolio Date) is 8.05% per annum.

12.10 Arrears status

Months in Arrears	Number of Mortgage Loans	% of Total	Aggregate Provisional Balance (€)	% of Total
0	1,128	46.65%	171,415,529	40.49%
> 0 <= 1	365	15.10%	54,007,298	12.76%
>= 1 <= 2	127	5.25%	18,491,063	4.37%
> 2 <= 3	49	2.03%	7,904,134	1.87%
> 3 <= 6	93	3.85%	18,436,138	4.35%
> 6 <= 12	129	5.33%	26,370,347	6.23%
> 12	429	17.74%	111,817,038	26.41%
Expired	98	4.05%	14,951,017	3.53%
Total	2,418	100.00%	423,392,564	100.00%

In the above table, expired loans are categorised as 'Expired', and loans with 0 payment due amount and greater than 0 arrears balance are categorised as '999'.

12.11 12 month average pay rate

12 month average pay rate - %	Number of Mortgage Loans	% of Total	Aggregate Provisional Balance (€)	% of Total
<= 20	258	10.67%	68,192,355	16.11%
> 20 <= 40	159	6.58%	36,993,192	8.74%
> 40 <= 60	142	5.87%	28,901,795	6.83%
> 60 <= 80	169	6.99%	32,654,270	7.71%
> 80 <= 85	69	2.85%	12,320,857	2.91%
> 85 <= 90	77	3.18%	13,659,804	3.23%
> 90 <= 95	153	6.33%	23,718,592	5.60%
> 95 <= 100	685	28.33%	107,869,470	25.48%
> 100 <= 105	309	12.78%	46,681,098	11.03%
> 105 <= 110	103	4.26%	12,589,869	2.97%
> 110 <= 115	53	2.19%	6,918,896	1.63%
> 115 <= 120	33	1.36%	5,076,770	1.20%
> 120	152	6.29%	20,020,458	4.73%
No payment due	56	2.32%	7,795,138	1.84%
Total	2,418	100.00%	423,392,564	100.00%

In the above table, 12 month pay rates are floored at 0% and capped at 200%.

12.12 6 month average pay rate

6 month average pay rate - %	Number of Mortgage Loans	% of Total	Aggregate Provisional Balance (€)	% of Total
<= 20	274	11.33%	68,878,822	16.27%
> 20 <= 40	153	6.33%	36,911,032	8.72%
> 40 <= 60	129	5.33%	27,242,319	6.43%
> 60 <= 80	135	5.58%	27,524,713	6.50%
> 80 <= 85	85	3.52%	14,226,335	3.36%
> 85 <= 90	57	2.36%	8,079,196	1.91%
> 90 <= 95	65	2.69%	10,627,387	2.51%
> 95 <= 100	795	32.88%	121,771,504	28.76%
> 100 <= 105	305	12.61%	46,664,739	11.02%
> 105 <= 110	82	3.39%	12,411,531	2.93%
> 110 <= 115	40	1.65%	5,144,760	1.22%
> 115 <= 120	75	3.10%	11,554,139	2.73%
> 120	156	6.45%	22,578,542	5.33%
No payment due	67	2.77%	9,777,546	2.31%
Total	2,418	100.00%	423,392,564	100.00%

In the above table, 6 month pay rates are floored at 0% and capped at 200%.

12.13 6 month average cash collected rate

6 month average cash collected rate - %	Number of Mortgage Loans	% of Total	Aggregate Provisional Balance (€)	% of Total
<= 1.00	208	8.60%	57,358,703	13.55%
> 1.00 <= 2.00	72	2.98%	20,143,097	4.76%
> 2.00 <= 3.00	77	3.18%	19,182,523	4.53%
> 3.00 <= 4.00	123	5.09%	31,407,436	7.42%
> 4.00 <= 5.00	138	5.71%	31,512,145	7.44%
> 5.00 <= 6.00	134	5.54%	29,317,822	6.92%
> 6.00 <= 7.00	177	7.32%	37,215,999	8.79%
> 7.00 <= 8.00	186	7.69%	34,692,003	8.19%
> 8.00 <= 9.00	196	8.11%	37,187,160	8.78%
> 9.00 <= 10.00	120	4.96%	19,667,717	4.65%
> 10.00	987	40.82%	105,707,959	24.97%
Total	2,418	100.00%	423,392,564	100.00%

12.14 12 month average cash collected rate

12 month average cash collected rate - %	Number of Mortgage Loans	% of Total	Aggregate Provisional Balance (€)	% of Total
<= 1.00	183	7.57%	54,210,759	12.80%
> 1.00 <= 2.00	58	2.40%	17,487,623	4.13%
> 2.00 <= 3.00	88	3.64%	22,279,926	5.26%
> 3.00 <= 4.00	120	4.96%	28,667,443	6.77%
> 4.00 <= 5.00	166	6.87%	38,746,527	9.15%
> 5.00 <= 6.00	155	6.41%	32,798,215	7.75%
> 6.00 <= 7.00	162	6.70%	34,278,821	8.10%
> 7.00 <= 8.00	182	7.53%	33,938,281	8.02%
> 8.00 <= 9.00	195	8.06%	36,251,445	8.56%
> 9.00 <= 10.00	134	5.54%	21,887,856	5.17%
> 10.00	975	40.32%	102,845,666	24.29%
Total	2,418	100.00%	423,392,564	100.00%

12.15 24 month annualised cash collected rate

24 month average cash collected rate - %	Number of Mortgage Loans	% of Total	Aggregate Provisional Balance (€)	% of Total
<= 1.00	135	5.58%	40,758,055	9.63%
> 1.00 <= 2.00	69	2.85%	21,678,135	5.12%
> 2.00 <= 3.00	111	4.59%	30,258,661	7.15%
> 3.00 <= 4.00	143	5.91%	33,842,351	7.99%
> 4.00 <= 5.00	203	8.40%	47,445,936	11.21%
> 5.00 <= 6.00	176	7.28%	36,674,117	8.66%
> 6.00 <= 7.00	175	7.24%	34,059,581	8.04%
> 7.00 <= 8.00	161	6.66%	29,659,264	7.01%
> 8.00 <= 9.00	184	7.61%	32,504,721	7.68%
> 9.00 <= 10.00	126	5.21%	21,538,829	5.09%
> 10.00	935	38.67%	94,972,914	22.43%
Total	2,418	100.00%	423,392,564	100.00%

12.16 36 month annualised cash collected rate

36 month average cash collected rate - %	Number of Mortgage Loans	% of Total	Aggregate Provisional Balance (€)	% of Total
<= 1.00	100	4.14%	33,769,842	7.98%
> 1.00 <= 2.00	85	3.52%	24,219,454	5.72%
> 2.00 <= 3.00	120	4.96%	33,591,609	7.93%
> 3.00 <= 4.00	183	7.57%	43,356,561	10.24%
> 4.00 <= 5.00	229	9.47%	51,724,150	12.22%
> 5.00 <= 6.00	187	7.73%	37,618,255	8.88%
> 6.00 <= 7.00	181	7.49%	34,992,308	8.26%
> 7.00 <= 8.00	168	6.95%	30,376,912	7.17%
> 8.00 <= 9.00	167	6.91%	29,203,270	6.90%
> 9.00 <= 10.00	130	5.38%	21,321,774	5.04%
> 10.00	868	35.90%	83,218,430	19.66%
Total	2,418	100.00%	423,392,564	100.00%

12.17 Geographical dispersion of Mortgage Properties

Region in which Mortgage Property is situated	Number of Mortgage Loans	% of Total	Aggregate Provisional Balance (€)	% of Total
Carlow	48	1.99%	5,462,085	1.29%
Cavan	52	2.15%	7,430,633	1.76%
Clare	56	2.32%	6,574,975	1.55%
Cork	201	8.31%	36,805,751	8.69%
Donegal	48	1.99%	6,543,754	1.55%
Dublin	641	26.51%	143,547,981	33.90%
Galway	119	4.92%	18,861,447	4.45%
Kerry	45	1.86%	5,618,860	1.33%
Kildare	181	7.49%	31,767,151	7.50%
Kilkenny	39	1.61%	6,135,103	1.45%
Laois	44	1.82%	6,997,892	1.65%
Leitrim	14	0.58%	1,885,445	0.45%
Limerick	74	3.06%	9,220,534	2.18%
Longford	18	0.74%	2,202,637	0.52%
Louth	113	4.67%	19,193,806	4.53%
Mayo	39	1.61%	5,310,004	1.25%
Meath	145	6.00%	27,743,436	6.55%
Monaghan	43	1.78%	5,582,766	1.32%
Offaly	71	2.94%	9,950,954	2.35%
Roscommon	26	1.08%	3,875,916	0.92%
Sligo	26	1.08%	3,211,964	0.76%
Tipperary	79	3.27%	9,961,701	2.35%
Waterford	53	2.19%	8,053,930	1.90%
Westmeath	53	2.19%	8,346,342	1.97%
Wexford	91	3.76%	12,579,034	2.97%
Wicklow	96	3.97%	20,125,102	4.75%
UK	3	0.12%	403,361	0.10%
Total	2,418	100.00%	423,392,564	100.00%

12.18 Mortgage Property valuation based on current valuation

Value (€)	Number of Mortgage Properties	% of Total	Aggregate Mortgage Property value (€)	% of Total
<= 100,000	9	0.37%	735,448	0.07%
> 100,000 <=200,000	153	6.28%	25,005,833	2.39%
> 200,000 <=300,000	495	20.33%	126,806,638	12.11%
> 300,000 <=400,000	661	27.15%	231,597,814	22.13%
> 400,000 <=500,000	517	21.23%	229,231,434	21.90%
> 500,000 <=600,000	257	10.55%	140,084,328	13.38%
> 600,000 <=700,000	136	5.59%	87,634,000	8.37%
> 700,000 <=800,000	66	2.71%	49,125,554	4.69%
> 800,000 <=900,000	44	1.81%	37,477,260	3.58%
> 900,000 <=1,000,000	28	1.15%	26,610,556	2.54%
> 1,000,000 <=2,000,000	65	2.67%	81,416,371	7.78%
> 2,000,000 <=3,000,000	2	0.08%	4,410,713	0.42%
> 3,000,000	2	0.08%	6,617,601	0.63%
Total	2,435	100.00%	1,046,753,549	100.00%

In the above table, the indexed latest valuation is used.

12.19 Mortgage Property valuation based on original valuation

Value (€)	Number of Mortgage Properties	% of Total	Aggregate Mortgage Property value (€)	% of Total
<= 100,000	275	11.29%	12,288,930	1.72%
> 100,000 <=200,000	463	19.01%	71,995,839	10.06%
> 200,000 <=300,000	537	22.05%	136,529,171	19.07%
> 300,000 <=400,000	457	18.77%	159,325,857	22.26%
> 400,000 <=500,000	244	10.02%	109,636,915	15.32%
> 500,000 <=600,000	97	3.98%	53,811,961	7.52%
> 600,000 <=700,000	58	2.38%	38,553,207	5.39%
> 700,000 <=800,000	35	1.44%	26,292,941	3.67%
> 800,000 <=900,000	17	0.70%	14,643,378	2.05%
> 900,000 <=1,000,000	19	0.78%	18,642,992	2.60%
> 1,000,000 <=2,000,000	39	1.60%	54,827,460	7.66%
> 2,000,000 <=3,000,000	5	0.21%	11,243,976	1.57%
> 3,000,000	2	0.08%	8,000,000	1.12%
ND	187	7.68%	0	0.00%
Total	2,435	100.00%	715,792,628	100.00%

12.20 Mortgage Loans by original LTV

Original LTV range	Number of Mortgage Loans	% of Total	Aggregate Provisional Balance (€)	% of Total
< = 20%	26	1.08%	2,042,138	0.48%
> 20% <= 40%	248	10.26%	28,406,303	6.71%
> 40% <= 60%	623	25.77%	100,944,752	23.84%
> 60% <= 80%	825	34.12%	150,559,506	35.56%
> 80% <= 90%	447	18.49%	91,857,188	21.70%
> 90% <= 95%	209	8.64%	41,224,412	9.74%
> 95% <= 100%	40	1.65%	8,358,265	1.97%
Total	2,418	100.00%	423,392,564	100.00%

In the above table, the original LTV is capped at 100%.

12.21 Mortgage Loans by current LTV using indexed value

Current LTV range	Number of Mortgage Loans	% of Total	Aggregate Provisional Balance (€)	% of Total
< = 20%	521	21.55%	27,504,916	6.50%
> 20% <= 40%	708	29.28%	100,290,049	23.69%
> 40% <= 60%	628	25.97%	131,922,716	31.16%
> 60% <= 80%	337	13.94%	90,049,095	21.27%
> 80% <= 100%	149	6.16%	47,261,638	11.16%
> 100% <= 120%	44	1.82%	13,939,224	3.29%
> 120% <= 140%	14	0.58%	6,543,423	1.55%
> 140%	17	0.70%	5,881,504	1.39%
Total	2,418	100.00%	423,392,564	100.00%

In the above table, the indexed latest valuation is used and the current LTV is capped at 200%.

12.22 Type of Mortgage Property

Mortgage Property type	Number of Mortgage Properties	% of Total	Aggregate Mortgage Property value (€)	% of Total
Residential	2,402	98.64%	1,032,312,329	98.62%
Other	33	1.36%	14,441,220	1.38%
Total	2,435	100.00%	1,046,753,549	100.00%

In the above table, the indexed latest valuation is used.

12.23 Type of Mortgage Property - residential split

Mortgage Property type - residential split	Number of Mortgage Properties	% of Total	Aggregate Mortgage Property value (€)	% of Total
House: detached or semi-detached	1,463	60.91%	673,097,466	65.20%
Flat/apartment	144	6.00%	55,942,189	5.42%
Bungalow	447	18.61%	175,757,153	17.03%
House: terraced	348	14.49%	127,515,522	12.35%
Total	2,402	100.00%	1,032,312,329	100.00%

In the above table, the indexed latest valuation is used.

12.24 Mortgage Loans by Mortgage Property occupancy

Mortgage Property occupancy	Number of Mortgage Loans	% of Total	Aggregate Provisional Balance (€)	% of Total
Owner Occupied Mortgages	2,325	96.15%	404,835,314	95.62%
Buy to Let Mortgages	93	3.85%	18,557,250	4.38%
Total	2,418	100.00%	423,392,564	100.00%

12.25 Mortgage Loans by restructure type

Restructure type	Number of Mortgage Loans	% of Total	Aggregate Provisional Balance (€)	% of Total
Arrears Capitalisation	358	14.81%	51,143,714	12.08%
Deferral of payments	47	1.94%	8,566,062	2.02%
Fixed Repayment	3	0.12%	526,559	0.12%
Interest Only	126	5.21%	22,529,420	5.32%
Less Than Interest Only	17	0.70%	4,795,035	1.13%
Part Capital and Interest	139	5.75%	27,659,759	6.53%
Rate Reduction	139	5.75%	20,401,620	4.82%
Reduced NMI	549	22.70%	116,908,524	27.61%
Reduced NMI & Term Extension	273	11.29%	48,519,140	11.46%
Split Mortgage	140	5.79%	38,670,161	9.13%
Term Extension	506	20.93%	69,266,520	16.36%
Not Restructured	121	5.00%	14,406,050	3.40%
Total	2,418	100.00%	423,392,564	100.00%

12.26 Mortgage Loans by status

Status	Number of Mortgage Loans	% of Total	Aggregate Provisional Balance (€)	% of Total
Current	1,495	61.83%	225,748,054	53.32%
In arrears	825	34.12%	182,693,493	43.15%
Expired	98	4.05%	14,951,017	3.53%
Total	2,418	100.00%	423,392,564	100.00%

In the above table, 'Expired' refers to Mortgage Loans whose maturity date is before the Provisional Portfolio Date and regardless of their arrears status and 'Current' refers to Mortgage Loans less than or equal to 1 month in arrears.

12.27 Mortgage Loans by restructure date

Restructure date	Number of Mortgage Loans	% of Total	Aggregate Provisional Balance (€)	% of Total
Up to and including 2015	358	14.81%	66,942,939	15.81%
2016-2017	253	10.46%	45,931,772	10.85%
2018-2019	240	9.93%	39,723,260	9.38%
2020	302	12.49%	58,517,222	13.82%
2021	311	12.86%	59,864,703	14.14%
2022	134	5.54%	23,181,405	5.48%
2023	217	8.97%	34,818,389	8.22%
2024	357	14.76%	59,201,675	13.98%
2025	125	5.17%	20,805,151	4.91%
Not restructured	121	5.00%	14,406,050	3.40%
Total	2,418	100.00%	423,392,564	100.00%

12.28 Split Mortgage Loans

Mortgage Property type	Number of Mortgage Loans	Total Potential Write-Off (€)	Aggregate Provisional Balance (€)	% of Total
Split Mortgage Accounts	100.00%	-	41,484,043	9.80%
Split Mortgage Accounts - Main	53.06%	-	22,009,582	5.20%
Split Mortgage Accounts - Warehouse	46.94%	-	19,474,461	4.60%
Split Mortgage Accounts - Warehouse - Due at Maturity	44.64%	-	18,518,609	4.37%
Split Mortgage Accounts - Warehouse - Potential Write-Off	2.30%	955,852	955,852	0.23%

13. Historical performance

13.1 Dynamic arrears

The historical Months in Arrears for all Mortgage Loans in the Provisional Portfolio is shown below on a monthly basis since January 2016.

Month	Current	(1, 3] Months in Arrears	(3, 6] Months in Arrears	(6, 12] Months in Arrears	>12 Months in Arrears	Expired
Jan 2016	62.12%	5.34%	2.87%	3.87%	25.80%	0.01%
Feb 2016	63.41%	5.32%	2.91%	3.58%	24.78%	0.01%
Mar 2016	63.96%	5.40%	3.14%	3.36%	24.13%	0.01%
Apr 2016	63.71%	5.29%	3.32%	3.55%	24.12%	0.01%
May 2016	63.64%	5.73%	2.97%	3.65%	24.02%	0.01%
Jun 2016	63.36%	5.85%	3.59%	3.47%	23.72%	0.01%
Jul 2016	62.80%	6.74%	3.84%	3.41%	23.20%	0.01%
Aug 2016	63.19%	6.71%	3.74%	3.37%	22.98%	0.01%
Sep 2016	63.00%	6.67%	3.82%	3.40%	23.11%	0.01%
Oct 2016	63.08%	6.37%	3.89%	3.57%	23.08%	0.01%
Nov 2016	63.73%	5.77%	4.47%	3.33%	22.70%	0.01%
Dec 2016	63.34%	6.28%	4.83%	3.18%	22.36%	0.01%
Jan 2017	63.72%	6.21%	4.61%	3.25%	22.21%	0.01%
Feb 2017	63.31%	6.73%	4.64%	3.85%	21.47%	0.01%
Mar 2017	63.85%	6.25%	4.82%	3.66%	21.42%	0.01%
Apr 2017	64.14%	6.05%	4.79%	4.01%	21.00%	0.01%
May 2017	65.06%	5.99%	4.66%	4.01%	20.27%	0.01%
Jun 2017	64.87%	5.68%	5.61%	4.16%	19.67%	0.01%
Jul 2017	65.39%	5.78%	4.98%	4.22%	19.63%	0.01%
Aug 2017	65.09%	6.10%	5.20%	3.69%	19.92%	0.01%
Sep 2017	65.59%	6.11%	4.45%	4.15%	19.69%	0.01%
Oct 2017	65.55%	6.47%	4.23%	4.48%	19.27%	0.01%
Nov 2017	65.98%	6.48%	4.32%	4.07%	19.14%	0.01%
Dec 2017	65.67%	6.60%	4.53%	3.96%	19.23%	0.01%
Jan 2018	65.69%	7.01%	3.89%	4.13%	19.28%	0.01%
Feb 2018	66.10%	6.96%	3.70%	4.14%	19.09%	0.01%
Mar 2018	66.05%	6.67%	3.99%	4.14%	19.13%	0.02%
Apr 2018	66.68%	6.47%	3.96%	3.98%	18.88%	0.02%
May 2018	66.88%	6.55%	3.87%	4.25%	18.43%	0.02%
Jun 2018	66.63%	6.47%	4.48%	4.15%	18.25%	0.02%
Jul 2018	67.62%	6.20%	4.39%	3.72%	18.03%	0.02%
Aug 2018	66.98%	6.99%	4.74%	3.77%	17.50%	0.02%
Sep 2018	67.48%	6.39%	5.12%	3.83%	17.17%	0.02%
Oct 2018	67.07%	6.70%	5.03%	4.00%	17.17%	0.02%
Nov 2018	66.66%	7.19%	4.77%	4.41%	16.94%	0.02%
Dec 2018	65.53%	8.21%	4.71%	4.54%	16.99%	0.02%
Jan 2019	65.29%	8.57%	4.79%	4.32%	17.01%	0.02%
Feb 2019	65.12%	8.07%	5.12%	4.51%	17.14%	0.02%
Mar 2019	65.18%	7.64%	5.14%	4.47%	17.55%	0.02%
Apr 2019	65.79%	7.11%	5.70%	4.18%	17.20%	0.02%
May 2019	64.54%	8.10%	5.73%	4.04%	17.56%	0.02%
Jun 2019	63.84%	8.63%	5.85%	3.80%	17.85%	0.02%
Jul 2019	64.52%	7.98%	6.10%	3.78%	17.60%	0.02%
Aug 2019	63.08%	9.28%	5.72%	4.40%	17.48%	0.04%
Sep 2019	61.84%	10.09%	6.00%	4.78%	17.23%	0.05%
Oct 2019	60.74%	10.14%	7.00%	5.08%	16.96%	0.09%
Nov 2019	60.46%	10.30%	7.19%	5.37%	16.60%	0.09%
Dec 2019	60.64%	8.93%	8.09%	5.71%	16.52%	0.10%
Jan 2020	59.95%	9.25%	8.71%	5.48%	16.48%	0.13%
Feb 2020	59.29%	9.72%	8.36%	5.87%	16.63%	0.13%
Mar 2020	56.75%	10.71%	9.18%	6.62%	16.61%	0.13%
Apr 2020	55.56%	10.36%	8.28%	7.51%	18.16%	0.13%
May 2020	55.70%	9.20%	8.81%	6.96%	19.19%	0.13%
Jun 2020	56.72%	8.15%	8.33%	7.34%	19.30%	0.16%
Jul 2020	55.88%	7.75%	8.68%	8.09%	19.44%	0.16%
Aug 2020	56.07%	7.69%	8.43%	8.18%	19.47%	0.17%
Sep 2020	55.16%	8.45%	8.59%	7.73%	19.90%	0.17%
Oct 2020	54.99%	9.45%	8.04%	8.14%	19.17%	0.21%
Nov 2020	54.18%	10.74%	8.41%	8.37%	18.09%	0.21%
Dec 2020	54.17%	9.93%	8.19%	9.02%	18.46%	0.23%
Jan 2021	54.12%	9.27%	9.17%	8.52%	18.70%	0.23%
Feb 2021	54.24%	8.97%	9.46%	8.32%	18.77%	0.23%
Mar 2021	55.69%	9.18%	9.07%	7.54%	18.28%	0.23%
Apr 2021	55.79%	8.88%	8.85%	7.92%	18.35%	0.23%
May 2021	56.31%	9.28%	8.42%	7.45%	18.32%	0.23%

Month	Current	(1, 3] Months in Arrears	(3, 6] Months in Arrears	(6, 12] Months in Arrears	>12 Months in Arrears	Expired
Jun 2021	57.96%	8.67%	7.73%	7.73%	17.65%	0.26%
Jul 2021	58.72%	8.06%	7.38%	7.77%	17.81%	0.26%
Aug 2021	58.98%	8.48%	7.56%	7.77%	16.91%	0.29%
Sep 2021	60.56%	7.55%	6.86%	7.85%	16.86%	0.32%
Oct 2021	61.25%	7.00%	6.94%	7.49%	16.97%	0.35%
Nov 2021	61.59%	6.60%	7.17%	7.39%	16.89%	0.35%
Dec 2021	62.22%	6.79%	6.31%	7.43%	16.87%	0.37%
Jan 2022	61.07%	8.17%	6.39%	7.79%	15.95%	0.62%
Feb 2022	53.38%	13.18%	7.22%	8.64%	16.97%	0.61%
Mar 2022	54.27%	11.41%	7.86%	8.52%	17.30%	0.64%
Apr 2022	52.80%	12.29%	8.17%	8.35%	17.74%	0.64%
May 2022	54.73%	10.50%	7.91%	8.24%	17.91%	0.71%
Jun 2022	53.50%	11.45%	7.75%	8.68%	17.91%	0.71%
Jul 2022	52.85%	11.06%	7.95%	8.74%	18.63%	0.77%
Aug 2022	53.38%	10.67%	7.45%	8.86%	18.80%	0.83%
Sep 2022	52.92%	10.19%	8.17%	9.10%	18.75%	0.87%
Oct 2022	52.22%	9.33%	9.23%	9.23%	19.05%	0.94%
Nov 2022	54.42%	8.49%	8.44%	9.27%	18.42%	0.96%
Dec 2022	53.31%	9.35%	8.40%	9.17%	18.76%	1.01%
Jan 2023	53.93%	8.31%	7.79%	10.32%	18.60%	1.05%
Feb 2023	53.73%	8.59%	6.59%	10.87%	19.01%	1.21%
Mar 2023	53.01%	9.24%	7.00%	10.30%	18.91%	1.54%
Apr 2023	51.87%	9.18%	7.49%	10.61%	19.24%	1.60%
May 2023	53.18%	8.29%	7.09%	10.68%	19.11%	1.64%
Jun 2023	52.46%	9.11%	6.86%	10.59%	19.31%	1.68%
Jul 2023	52.69%	8.03%	6.99%	10.73%	19.87%	1.68%
Aug 2023	53.42%	7.93%	6.62%	9.66%	20.65%	1.72%
Sep 2023	53.34%	7.41%	6.71%	10.26%	20.40%	1.88%
Oct 2023	52.59%	8.02%	6.75%	10.26%	20.39%	1.98%
Nov 2023	53.27%	7.55%	6.21%	10.38%	20.59%	2.00%
Dec 2023	53.28%	7.22%	6.13%	9.86%	21.41%	2.10%
Jan 2024	54.36%	6.10%	5.54%	9.81%	22.07%	2.10%
Feb 2024	53.76%	6.45%	5.35%	9.63%	22.64%	2.18%
Mar 2024	52.95%	6.69%	5.02%	9.57%	23.54%	2.24%
Apr 2024	53.20%	6.90%	4.79%	8.97%	23.89%	2.25%
May 2024	53.14%	7.73%	4.09%	8.61%	24.05%	2.39%
Jun 2024	51.93%	9.19%	4.14%	7.85%	24.49%	2.39%
Jul 2024	51.61%	9.24%	4.44%	7.11%	25.05%	2.56%
Aug 2024	51.54%	8.87%	5.48%	6.66%	24.86%	2.59%
Sep 2024	51.02%	8.92%	5.82%	5.95%	25.70%	2.60%
Oct 2024	51.68%	7.75%	6.31%	6.10%	25.35%	2.79%
Nov 2024	51.14%	7.85%	5.79%	6.20%	26.05%	2.96%
Dec 2024	52.34%	7.76%	4.93%	6.28%	25.72%	2.97%
Jan 2025	51.60%	7.86%	5.63%	6.11%	25.57%	3.23%
Feb 2025	51.58%	8.31%	4.91%	6.52%	25.41%	3.27%
Mar 2025	52.06%	7.38%	4.93%	6.62%	25.68%	3.33%
Apr 2025	52.47%	7.21%	4.01%	6.86%	26.05%	3.41%
May 2025	53.32%	6.16%	4.35%	6.23%	26.41%	3.53%

13.2 Historical cash collection rates

Shown below on a monthly basis since December 2016 are the historical annualised cash collection rates for all Mortgage Loans in the Provisional Portfolio over the last 12 months weighted by balance.

In the following table, the *Weighted average last 12 months of cash collections (€)* column is the weighted average on the loan level last 12 months of payments made divided by the last 12 months of payments due, excluding loans with no payment due, capped at 200%.

In the following table, the *Weighted average last 12 months pay rate* column is calculated as the last 12 months collections, divided by the Mortgage Current Balance.

Month	Weighted average last 12 months of cash collections (€)	Weighted average last 12 months pay rate
Dec 2016	4.33%	82.00%
Jan 2017	4.40%	82.75%
Feb 2017	4.37%	82.39%
Mar 2017	4.36%	82.74%
Apr 2017	4.36%	82.63%
May 2017	4.39%	82.93%
Jun 2017	4.46%	83.21%

Month	Weighted average last 12 months of cash collections (€)	Weighted average last 12 months pay rate
Jul 2017	4.50%	83.82%
Aug 2017	4.48%	83.75%
Sep 2017	4.49%	84.13%
Oct 2017	4.52%	84.45%
Nov 2017	4.52%	84.48%
Dec 2017	4.58%	84.75%
Jan 2018	4.58%	84.97%
Feb 2018	4.60%	85.24%
Mar 2018	4.56%	85.22%
Apr 2018	4.58%	86.08%
May 2018	4.56%	85.80%
Jun 2018	4.57%	86.02%
Jul 2018	4.63%	85.95%
Aug 2018	4.63%	86.14%
Sep 2018	4.63%	86.03%
Oct 2018	4.62%	86.15%
Nov 2018	4.66%	86.02%
Dec 2018	4.60%	86.07%
Jan 2019	4.58%	85.82%
Feb 2019	4.61%	85.96%
Mar 2019	4.62%	86.04%
Apr 2019	4.63%	86.14%
May 2019	4.63%	85.91%
Jun 2019	4.58%	85.57%
Jul 2019	4.55%	85.47%
Aug 2019	4.57%	84.84%
Sep 2019	4.60%	84.82%
Oct 2019	4.60%	84.35%
Nov 2019	4.57%	83.99%
Dec 2019	4.68%	84.24%
Jan 2020	4.71%	84.21%
Feb 2020	4.80%	83.90%
Mar 2020	4.80%	83.62%
Apr 2020	4.73%	82.19%
May 2020	4.62%	80.58%
Jun 2020	4.60%	80.10%
Jul 2020	4.51%	78.94%
Aug 2020	4.43%	78.40%
Sep 2020	4.37%	77.60%
Oct 2020	4.43%	77.43%
Nov 2020	4.53%	77.99%
Dec 2020	4.45%	77.62%
Jan 2021	4.43%	77.61%
Feb 2021	4.38%	77.72%
Mar 2021	4.48%	78.84%
Apr 2021	4.61%	80.22%
May 2021	4.82%	82.44%
Jun 2021	4.94%	83.30%
Jul 2021	5.05%	84.35%
Aug 2021	5.25%	86.06%
Sep 2021	5.41%	87.24%
Oct 2021	5.47%	88.25%
Nov 2021	5.52%	88.73%
Dec 2021	5.58%	89.40%
Jan 2022	5.68%	89.52%
Feb 2022	5.15%	83.97%
Mar 2022	5.21%	84.41%
Apr 2022	5.21%	83.99%
May 2022	5.28%	84.44%
Jun 2022	5.29%	84.06%
Jul 2022	5.33%	83.59%
Aug 2022	5.40%	83.41%
Sep 2022	5.37%	82.62%
Oct 2022	5.32%	81.48%
Nov 2022	5.38%	81.43%
Dec 2022	5.43%	80.16%
Jan 2023	5.64%	79.87%
Feb 2023	5.97%	83.57%
Mar 2023	6.03%	82.66%
Apr 2023	6.12%	82.07%
May 2023	6.29%	81.77%
Jun 2023	6.36%	81.72%
Jul 2023	6.49%	81.61%
Aug 2023	6.59%	80.82%

Month	Weighted average last 12 months of cash collections (€)	Weighted average last 12 months pay rate
Sep 2023	6.77%	80.51%
Oct 2023	6.97%	80.75%
Nov 2023	6.95%	80.14%
Dec 2023	7.12%	79.97%
Jan 2024	7.18%	80.08%
Feb 2024	7.34%	80.05%
Mar 2024	7.31%	78.81%
Apr 2024	7.48%	79.87%
May 2024	7.44%	78.79%
Jun 2024	7.47%	77.53%
Jul 2024	7.59%	77.83%
Aug 2024	7.64%	76.85%
Sep 2024	7.75%	77.19%
Oct 2024	7.86%	76.68%
Nov 2024	8.07%	75.99%
Dec 2024	8.16%	76.09%
Jan 2025	8.27%	75.42%
Feb 2025	8.31%	75.08%
Mar 2025	8.49%	75.94%
Apr 2025	8.60%	75.24%
May 2025	8.67%	75.09%

13.3 Cash collection rate by restructuring month

The below table shows the weighted average last 12 months pay rate after being restructured in respect of Mortgage Loans in the Provisional Portfolio restructured by the Mortgage Administrator, split by month the restructure occurred.

In the following table, the *Pay rate post restructure* column is based on latest restructuring month, divided by the Mortgage Current Balance at the Provisional Portfolio Date, floored at 0% and capped at 200%.

Month	Pay rate post restructure
T-60	85.56%
T-59	85.26%
T-58	85.18%
T-57	84.39%
T-56	83.52%
T-55	84.87%
T-54	84.97%
T-53	84.81%
T-52	84.46%
T-51	84.48%
T-50	84.18%
T-49	84.38%
T-48	84.01%
T-47	84.27%
T-46	84.14%
T-45	84.02%
T-44	84.24%
T-43	83.72%
T-42	83.95%
T-41	83.99%
T-40	84.52%
T-39	84.40%
T-38	84.79%
T-37	84.27%
T-36	84.47%
T-35	84.25%
T-34	83.86%
T-33	84.22%
T-32	83.91%
T-31	83.56%
T-30	83.30%
T-29	83.43%
T-28	83.15%
T-27	82.91%
T-26	82.59%
T-25	82.65%
T-24	82.88%
T-23	82.96%

Month	Pay rate post restructure
T-22	82.78%
T-21	82.18%
T-20	82.17%
T-19	81.87%
T-18	81.60%
T-17	81.21%
T-16	81.35%
T-15	81.04%
T-14	80.44%
T-13	80.00%
T-12	79.19%
T-11	78.31%
T-10	78.00%
T-9	77.49%
T-8	77.03%
T-7	76.49%
T-6	75.94%
T-5	75.47%
T-4	74.58%
T-3	74.21%
T-2	74.32%
T-1	74.35%
T0	74.30%
T+1	75.77%
T+2	76.33%
T+3	77.70%
T+4	78.68%
T+5	79.82%
T+6	80.42%
T+7	81.65%
T+8	83.22%
T+9	84.31%
T+10	85.97%
T+11	87.26%
T+12	88.17%
T+13	87.76%
T+14	87.73%
T+15	87.49%
T+16	86.60%
T+17	86.12%
T+18	85.78%
T+19	85.57%
T+20	85.04%
T+21	84.45%
T+22	84.49%
T+23	84.21%
T+24	83.99%
T+25	83.79%
T+26	83.35%
T+27	83.16%
T+28	83.14%
T+29	82.93%
T+30	83.20%
T+31	82.98%
T+32	82.61%
T+33	83.33%
T+34	82.85%
T+35	82.30%
T+36	81.97%
T+37	81.86%
T+38	81.67%
T+39	81.78%
T+40	81.54%
T+41	81.28%
T+42	80.80%
T+43	81.06%
T+44	81.25%
T+45	81.31%
T+46	80.91%
T+47	81.04%
T+48	80.86%
T+49	80.97%
T+50	80.92%
T+51	80.75%

Month	Pay rate post restructure
T+52	80.44%
T+53	80.43%
T+54	80.14%
T+55	79.57%
T+56	79.46%
T+57	79.57%
T+58	79.23%
T+59	79.49%
T+60	75.05%

13.4 Historical indexed loan to values

The following table shows the indexed current loan to values of the Mortgage Loan with the value of the Mortgage Properties indexed using the CSO Residential Property Price Index up to 30 April 2025 and with indexed current loan to value capped at 200%.

Month	<=20%	(20%,40%]	(40%,60%]	(60%,80%]	(80%,100%]	>100%
Feb 2022	2.41%	13.79%	24.28%	27.47%	16.64%	15.41%
Mar 2022	2.50%	13.89%	24.82%	27.27%	16.39%	15.13%
Apr 2022	2.54%	14.12%	25.39%	26.99%	16.08%	14.87%
May 2022	2.60%	14.15%	25.76%	26.94%	15.85%	14.69%
Jun 2022	2.67%	14.43%	26.62%	26.55%	15.20%	14.53%
Jul 2022	2.78%	15.00%	26.94%	26.81%	14.73%	13.74%
Aug 2022	2.91%	15.28%	27.59%	26.56%	14.34%	13.32%
Sep 2022	2.98%	15.67%	28.48%	26.01%	14.21%	12.65%
Oct 2022	3.07%	15.89%	28.58%	25.95%	13.95%	12.56%
Nov 2022	3.15%	16.09%	28.60%	26.52%	13.33%	12.31%
Dec 2022	3.22%	16.36%	28.48%	26.60%	13.23%	12.11%
Jan 2023	3.29%	16.41%	28.63%	26.71%	13.23%	11.73%
Feb 2023	3.33%	16.26%	28.25%	26.83%	13.51%	11.82%
Mar 2023	3.37%	16.19%	28.18%	26.90%	13.24%	12.12%
Apr 2023	3.34%	15.97%	27.86%	27.13%	13.32%	12.38%
May 2023	3.40%	16.07%	27.83%	26.79%	13.64%	12.28%
Jun 2023	3.36%	16.15%	27.64%	26.72%	13.61%	12.52%
Jul 2023	3.48%	16.62%	27.61%	26.53%	13.79%	11.96%
Aug 2023	3.57%	17.03%	27.52%	26.44%	13.71%	11.73%
Sep 2023	3.68%	17.20%	27.69%	26.25%	13.47%	11.71%
Oct 2023	3.76%	17.67%	28.09%	25.88%	13.30%	11.30%
Nov 2023	3.81%	18.18%	28.76%	25.24%	13.52%	10.49%
Dec 2023	3.83%	18.72%	28.65%	25.45%	13.35%	10.00%
Jan 2024	3.98%	19.25%	29.40%	24.64%	12.98%	9.74%
Feb 2024	4.03%	19.59%	30.17%	23.99%	12.60%	9.62%
Mar 2024	4.16%	19.86%	30.15%	24.20%	12.27%	9.37%
Apr 2024	4.25%	20.28%	30.05%	24.17%	12.01%	9.23%
May 2024	4.36%	20.48%	30.07%	24.00%	12.05%	9.05%
Jun 2024	4.47%	20.65%	30.12%	23.90%	11.82%	9.05%
Jul 2024	4.65%	21.13%	30.87%	22.92%	11.41%	9.02%
Aug 2024	5.03%	21.50%	30.89%	22.68%	11.12%	8.77%
Sep 2024	5.38%	21.55%	31.02%	22.86%	11.32%	7.88%
Oct 2024	5.49%	21.82%	31.39%	22.42%	11.20%	7.68%
Nov 2024	5.63%	22.35%	31.43%	22.01%	11.35%	7.23%
Dec 2024	5.90%	22.42%	31.85%	21.62%	11.45%	6.75%
Jan 2025	6.08%	22.89%	31.67%	21.55%	11.27%	6.54%
Feb 2025	6.23%	23.05%	31.46%	21.61%	11.17%	6.49%
Mar 2025	6.20%	23.18%	31.56%	21.65%	11.04%	6.36%
Apr 2025	6.31%	23.47%	31.41%	21.49%	10.93%	6.39%
May 2025	6.50%	23.65%	31.19%	21.27%	11.16%	6.23%

14. Provision of services to the Issuer

14.1 Overview of provision of services to the Issuer

The Issuer is a special purpose company and does not have any employees (see 10.1.3 *Office holders and employees*). As described in this section, the Issuer either has or will enter into agreements under which it will engage service providers to provide certain services in connection with the Issuer's business and the Transaction.

The **Transaction Services** comprise the Mortgage Administration Services, the Issuer Account Services, the Cash Administration Services and the Note Services, the Corporate Services and the Framework Administration Services, each being described in this section.

Each person who agrees to provide Transaction Services is referred to as a **Transaction Servicer** and each agreement pursuant to which such person agrees to provide the relevant Transaction Services is referred to as a **Transaction Services Agreement**.

14.2 Mortgage Administration Services

14.2.1 Appointment of Mortgage Administrator

On the Closing Date a Mortgage Administration Agreement (the **Mortgage Administration Agreement**) will be entered into between the Mortgage Administrator, the Legal Title Holder, the Cash Administrator, the Issuer, the Framework Administrator and the Security Trustee pursuant to which the Mortgage Administrator will agree to provide Mortgage Administration Services in return for a fee.

See further 8.2 *Non-rating triggers table* regarding the circumstances in which the Mortgage Administrator can resign and/or in which its appointment can be terminated.

The fees payable to the Mortgage Administrator in respect of the Mortgage Administration Services are indicated in 9.1.1 *Mortgage Administrator fees*.

14.2.2 Overview of Mortgage Administration Services

The services (being the **Mortgage Administration Services**) to be performed by the Mortgage Administrator under the Mortgage Administration Agreement include:

- determining, setting and changing the interest rates on the Mortgages in accordance with the relevant Mortgage Conditions, the Legal Title Holder Policies (including the Interest Rate Setting Policy), the Mortgage Administration Agreement, Applicable Law or Regulation and, subject to the foregoing, the standards of a Prudent Mortgage Administrator;
- collecting payments on the Mortgages and discharging and/or releasing Mortgages upon redemption;
- monitoring and, where appropriate, pursuing or procuring the pursuance of arrears and enforcing the Mortgage Security;
- administering, managing and taking all reasonable steps to ensure safe custody of all Title Deeds and documents in respect of the Mortgages which are in its possession;
- managing the Issuer's interests in any insurance policies and other Mortgage Security related to the Mortgages;
- processing transfers of titles, notices of death, forfeitures or irritation of leases, sale and exchange of land, account conversions, term amendments, deed amendments, compensation and enforcement notices;
- performing day-to-day operations in relation to the servicing, management and administration of the Mortgages, including, for the avoidance of doubt:
 - management of the incoming telephone calls and dealing with relevant Mortgage Borrower requests;
 - dealing with all customer correspondence on other aspects of the Mortgages, including changes in customer details and changes to the customer mortgage;
 - drafting, reviewing and signing off on customer communications on aspects of the Mortgages;
 - dealing with all types of transactions, post and refund fees, set up direct debits, payment date changes and charges;

- making decisions in relation to any amendments to loan accounts and static customer information and on any redemptions of the Mortgages and accounts closures and taking any action in relation to the release of the Mortgage Security in relation to such redemptions;
- managing or administering the process by which a relevant Mortgage Borrower's financial difficulties are addressed;
- managing or administering any alternative arrangements for repayment and other restructurings;
- carrying out assessments of a Mortgage Borrower's financial circumstances and ability to repay; and
- safekeeping of information relating to the Mortgages and related Mortgage Borrowers;
- keeping records and books of account for the Issuer in relation to the Mortgages;
- notifying relevant Mortgage Borrowers of any change in their monthly payment (including changes to the interest rate);
- assisting the auditors of the Issuer and providing relevant information in relation to the Portfolio in the possession of the Mortgage Administrator to them upon reasonable prior written request;
- notifying relevant Mortgage Borrowers of any other matter or thing which the applicable Mortgage Conditions require them to be notified of, in the manner and at the time required by the relevant Mortgage Conditions;
- subject to the provisions of the Mortgage Administration Agreement, taking all reasonable steps to recover all sums due to the Issuer including, without limitation, by the institution of proceedings and/or the enforcement of any Mortgage, actions against valuers/solicitors, claims under the insurance contracts and against/at the relevant Land Registry;
- notifying the Issuer of any material changes proposed to be made to the Pepper Complaints Policy and/or the Pepper Business Continuity Plan, save for changes required by Applicable Law or Regulation;
- taking all other action and doing all other things which it would be reasonable to expect a Prudent Mortgage Administrator to do in administering its loans and their related security;
- performing Credit Reporting Act 2013 and Irish Credit Bureau reporting and implementing new, amended regulation or legislation and monitoring and procuring regulatory compliance including but not limited to compliance with any regulatory directions, the CCA, the Consumer Protection Code and the Arrears Code and monitoring and procuring compliance with anti-money laundering regulations;
- handling complaints from Mortgage Borrowers and the Financial Services and Pensions Ombudsman, to the extent that the complaint is against the Mortgage Administrator, the Legal Title Holder or the Issuer (and in respect of the Issuer where such complaint relates to the Mortgages);
- processing and handling data subject access requests, to the extent that the request relates to data held by the Mortgage Administrator;
- managing any errors and reporting the same (including compliance with Consumer Protection Code section 10.1 to section 10.6);
- engaging with the Central Bank in relation to the Mortgages;
- preparing:
 - regulatory reporting including but not limited to conduct of business return reporting and quarterly mortgage arrears reporting;
 - portfolio and governance reporting; and
 - daily arrears reporting; and
- taking all appropriate actions as are reasonably within its control to ensure that it is wholly responsible for the management and administration of the Mortgages during the term of its appointment as Mortgage Administrator,

provided always that the Mortgage Administrator shall not be expected or obliged to lend or provide any sum to the Issuer and that the Mortgage Administrator shall have no liability whatsoever to the Issuer, the Note Trustee, the Security Trustee or any other person for any failure by the Issuer to make any payment due by it under any of the Transaction Documents (save where the failure to make such payment arises as a result of a breach of the Mortgage Administrator's obligations under such Transaction Documents).

The Mortgage Administration Agreement will provide that the Mortgage Administrator:

- (a) shall amend, update and develop the Mortgage Administration Services from time to time as necessary, advisable or desirable for the purposes of:
 - (1) compliance with Applicable Law or Regulation, CoB Requirements and any relevant legal and/or regulatory requirements; and/or
 - (2) the implementation of changes or amendments to comply with any legislative or regulatory requirements of a regulatory authority or which would be agreed to by a Prudent Mortgage Administrator; and
- (b) subject to (a) above, may amend, update and develop the Mortgage Administration Services from time to time as necessary for the purposes of, but not limited to:
 - (1) the Mortgage Administrator's business, functions and activities, operational processes and procedures;
 - (2) aspects of the provision of the Mortgage Administration Services in relation to the Portfolio and/or similar management and administration services relating to other portfolios that the Mortgage Administrator services and the Legal Title Holder holds legal title to;

in each case (in respect of this paragraph (b)), in the opinion of the Mortgage Administrator (acting reasonably) in a manner that would not materially adversely affect the Security, the LTH Strategic Management Services and/or the Mortgage Administration Services.

If any such change is within (a) above and which comes into force after the Closing Date:

- (a) applies generally to Prudent Legal Title Holders, Prudent Mortgage Administrators or their clients (as the case may be), then the costs of effecting such change shall be calculated and discharged on the basis of the Mortgage Administrator's and/or Legal Title Holder's (as applicable) reasonable costs and expenses incurred in effecting that change split proportionately between (1) the Issuer and (2) other customers of the Mortgage Administrator and/or Legal Title Holder (as applicable) according to such customers' use of the services of the Mortgage Administrator and/or Legal Title Holder (as applicable); or
- (b) only affects or relates to the Issuer or the Mortgage Administration Services and/or the LTH Strategic Management Services (or part thereof) and is not a change referred to in (a) above, then the costs of effecting such change shall be calculated on the basis of the Mortgage Administrator's and/or Legal Title Holder's (as applicable) reasonable costs and expenses incurred in effecting such change and payable by the Issuer.

The Mortgage Administrator will effect the necessary modifications to the Mortgage Administration Services as soon as reasonably practicable but in any event in time to comply with any statutory or regulatory timings.

In addition, the Mortgage Administrator shall in respect of certain specific actions be required to consult with the Portfolio Purchase Option Holder prior to taking such action under the Mortgage Administration Agreement in accordance with the terms of the Mortgage Administration Agreement.

Applicable Law or Regulation means all applicable statutes, statutory instruments, orders, rules, regulations, common law or law of equity, court orders, judgments or decrees, statutory codes, codes of practice, regulatory policies and guidelines (whether or not having the force of law) in force from time to time but, for the avoidance of doubt, in reference to the obligations of the Mortgage Administrator under the Mortgage Administration Agreement shall not include any such items of or arising from any jurisdictions other than Ireland which may apply by virtue of the nature or structure of the Issuer, its direct or indirect equity holders or controllers, its holdings, management structure or similar items.

CoB Requirements means:

- (a) the Consumer Credit Act 1995 (as amended);

- (b) the European Communities (Consumer Credit Agreements) Regulations 2010 (as amended);
- (c) the Consumer Protection Act 2007 (as amended);
- (d) the Central Bank's Code of Conduct on Mortgage Arrears 2009, 2011 and/or 2013 (as amended);
- (e) the Central Bank (Supervision and Enforcement) Act 2013 (Section 48) (Lending to Small and Medium-Sized Enterprises) Regulations 2015 (as amended);
- (f) the European Union (Consumer Mortgage Credit Agreements) Regulations 2016 (as amended);
- (g) the Central Bank Acts 1942 – 2018 (as amended);
- (h) the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 (as amended);
- (i) the Central Bank's Consumer Protection Code 2006 or the Consumer Protection Code 2012 (as amended and as applicable);
- (j) the Credit Reporting Act 2013 and the regulations issued thereunder (as amended);
- (k) the Criminal Justice Act 1994 (as amended) and the Criminal Justice (Money Laundering and Terrorist Financing) Acts 2010 to 2021 (as amended);
- (l) the European Communities (Unfair Terms in Consumer Contracts) Regulations 1995 (as amended);
- (m) the Consumer Rights Act 2022 (as amended); and
- (n) any other statutes, statutory instruments, orders, rules, regulations, common law or law of equity, court orders, judgments or decrees, statutory codes, codes of practice, regulatory policies, guidance and guidelines and supervisory communications (whether or not having the force of law) of general application, and in force from time to time, in Ireland,

as the same may be amended, replaced or supplemented from time to time, to the extent, in each case, as would apply in relation to the Mortgages in the Portfolio or, in accordance with market practice, typically be observed in relation to such Mortgages by a Prudent Mortgage Administrator if the Legal Title Holder or the Issuer, as applicable, was a regulated financial services provider or otherwise subject to regulation under, and the terms of, such requirements, regardless of whether or not the Legal Title Holder and/or the Issuer, as applicable, is in fact so subject, but for the avoidance of doubt, in the case of any such potential observation in respect of the Issuer and/or the Legal Title Holder, as applicable, only as to such requirements that could or can be applied to or in respect of an entity that is not a regulated financial services provider or otherwise so subject to regulation.

Good Industry Practice means generally accepted good practices in the residential mortgage administration industry in Ireland (as applicable), using that degree of skill, care, diligence, prudence, foresight, efficiency and practice which would be expected from a leading service provider within that industry in Ireland (as applicable).

Prudent Legal Title Holder means a prudent holder of legal title (and, therefore, being the lender and creditor) in relation to residential mortgage loans which have been lent to borrowers in Ireland where the mortgage loan is secured over residential property, in accordance with Applicable Law or Regulation, the CoB Requirements and Good Industry Practice.

Prudent Mortgage Administrator means a prudent mortgage administration servicer that manages, administers and services residential mortgage loans which have been lent to borrowers in Ireland where the mortgage loan is secured over residential property, in accordance with Applicable Law or Regulation, the CoB Requirements and Good Industry Practice.

14.2.3 LTH Strategic Management Services and Legal Title Holder Policies

Portfolio Administration Decision means in relation to the Legal Title Holder, the determination of the overall strategy for the management and administration of the Mortgages in the Portfolio and/or the maintenance of control over key decisions relating to those Mortgages or the exercise of such decisions relating to those Mortgages.

The Issuer has, pursuant to the terms of the Mortgage Administration Agreement, appointed the Legal Title Holder to provide specified services with respect to the Mortgages (the **LTH Strategic Management Services**) including to make any Portfolio Administration Decisions in respect of the Mortgages in the

Portfolio and to hold legal title to the Mortgages in the Portfolio in accordance with the terms of the Mortgage Administration Agreement, in each case, in accordance with:

- (a) in respect of the Mortgages in the Portfolio, the standards of a Prudent Mortgage Administrator,
- (b) the terms of the Mortgage Administration Agreement; and
- (c) Applicable Law or Regulation,

and provided that the Legal Title Holder shall at all times provide the LTH Strategic Management Services subject to and in accordance with the Portfolio Purchase Option Holder's consultation rights as set out in the Mortgage Administration Agreement.

The Mortgage Administrator has agreed in the Mortgage Administration Agreement that it will not make any Portfolio Administration Decisions and each of the Mortgage Administrator and the Issuer have acknowledged and agreed that all such matters shall be determined exclusively by the Legal Title Holder. The Mortgage Administrator shall have no authority to bind the Issuer or the Legal Title Holder in respect of any Portfolio Administration Decisions.

If any third party provider or sub-contractor of the Mortgage Administrator or other party seeks a determination or instruction from, or otherwise asks for direction from, the Mortgage Administrator with regard to any Portfolio Administration Decision, the Mortgage Administrator will inform such third party provider or sub-contractor or other party, as applicable, that such determination, instruction or directions can only be given by the Legal Title Holder.

The Mortgage Administrator will provide or procure the provision of such assistance and support as the Legal Title Holder may reasonably require, including arranging legal, accounting and other professional support in order for the Legal Title Holder to be able to assess all relevant facts and circumstances and make all Portfolio Administration Decisions. The Legal Title Holder may in its absolute discretion engage any other parties to provide further advisory services or professional support for its benefit.

The Legal Title Holder has established policies and procedures (as varied from time to time, the **Legal Title Holder Policies**) for managing, administering and servicing mortgage asset portfolios in general which are not specific to the Portfolio. The Mortgage Administrator will agree to perform the Mortgage Administration Services in line with and subject to the applicable Legal Title Holder Policies. In certain circumstances the Mortgage Administrator must consult and follow guidance given by the Legal Title Holder as to the application of the Legal Title Holder Policies to those circumstances.

The Mortgage Administration Agreement will provide that the Legal Title Holder:

- (a) shall amend, update and develop the Legal Title Holder's Policies from time to time as necessary for the purposes of:
 - (1) compliance with Applicable Law or Regulation, CoB Requirements and any relevant legal and/or regulatory requirements; and/or
 - (2) the implementation of changes or amendments to comply with any legislative or regulatory requirements of a regulatory authority or which would be agreed to by a Prudent Legal Title Holder; and
- (b) subject to (a) above, may amend, update and develop the Legal Title Holder's Policies from time to time as necessary, advisable or desirable for the purposes of, but not limited to:
 - (1) the Legal Title Holder's and/or the Mortgage Administrator's business, functions and activities, operational processes and procedures;
 - (2) aspects of the provision of the LTH Strategic Management Services and Mortgage Administration Services in relation to the Portfolio and/or similar management and administration services relating to other portfolios that the Mortgage Administrator services and the Legal Title Holder holds legal title to;

in each case (in respect of this paragraph (b)), in the opinion of the Legal Title Holder (acting reasonably) in a manner that would not materially adversely affect the Security, the LTH Strategic Management Services and/or the Mortgage Administration Services.

14.2.4 **Setting of Interest Rates in relation to Mortgages**

In relation to Mortgage Variable Rate Loans (see 11.6.6 *Mortgage Loan Interest Rates*) in the Portfolio, the Legal Title Holder Policies include a policy (as varied from time to time, the **Interest Rate Setting Policy**) for the exercise of its powers to set interest rates applicable to Mortgage Variable Rate Loans.

Variable Rate Floor means a rate which would result in the weighted average interest rate of all Mortgage Variable Rate Loans in the Portfolio being at least equal to 1 month EURIBOR plus 3.50% per annum.

Pursuant to the Mortgage Administration Agreement, the Issuer and the Legal Title Holder will grant the Mortgage Administrator full power, discretion and authority from time to time, subject to and in accordance with the relevant Mortgage Conditions, the Legal Title Holder Policies (including the Interest Rate Setting Policy) and the Mortgage Administration Agreement to determine, set, vary and/or change the variable and/or discretionary rates of interest applicable to the Mortgage Variable Rate Loans in the Portfolio (including as a result of a change in the ECB Rate or Applicable Law or Regulation as well as prevailing EURIBOR rates, whereby movements in the 1 month EURIBOR rate greater than 0.20% per annum will be factors considered), *provided always* that the Mortgage Administrator shall at all times comply with the standards of a Prudent Mortgage Administrator and only be under an obligation to determine, set, vary and/or change the variable rate of interest applicable to Mortgage Loans in the Portfolio in accordance with the provisions of the Mortgage Administration Agreement if it:

- (a) would not result in a breach of the applicable Mortgage Conditions;
- (b) would be in accordance with the delegated authority granted to Pepper Finance Corporation (Ireland) DAC by the Originator under the loan administration agreement dated 4 February 2022 (to the extent that the relevant Mortgage Loan is a "Loan" for the purpose of that loan administration agreement);
- (c) would be in accordance with the Mortgage Administration Agreement;
- (d) would be in accordance with and not be contrary to Applicable Law or Regulation (including, without limitation, applicable statements of good practice and guidelines of the Central Bank);
- (e) would be in accordance with the standards of a Prudent Mortgage Administrator; and
- (f) in respect of any such Mortgage Variable Rate Loan that is subject to a standard variable rate, would not reduce the rate of interest applicable to that Mortgage Variable Rate Loan below the Variable Rate Floor.

The Issuer and the Legal Title Holder shall be bound by the variable rates of interest in relation to any Mortgage Loan in the Portfolio set by the Mortgage Administrator in accordance with the Mortgage Administration Agreement and the Legal Title Holder will agree in the Mortgage Administration Agreement to set such rates of interest in line with the variable rates set by the Mortgage Administrator in accordance with the Mortgage Administration Agreement.

The Issuer, the Legal Title Holder and the Mortgage Administrator will agree in the Mortgage Administration Agreement that the Legal Title Holder intends to, as soon as practicable following a change in the ECB Rate and in accordance with the requirements of the Mortgage Conditions and the requirements in the Mortgage Administration Agreement applicable to the determining, setting, varying and/or changing of the variable rates of interest applicable to Mortgage Loans in the Portfolio, only reduce the applicable interest rate of such Mortgage Loans with a variable rate of interest if there is a reduction in the ECB Rate (and only in an amount equal to such reduction) and, in respect of any Mortgage Variable Rate Loan that is subject to a standard variable rate, not reduce the variable rate below the Variable Rate Floor (it being understood that the variable rate of interest may reduce on a Mortgage Loan by Mortgage Loan basis pursuant to a Mortgage Alternative Resolution).

The Mortgage Administrator will agree in the Mortgage Administration Agreement to take the steps rendered necessary by:

- (a) the relevant Mortgage Conditions; and
- (b) Applicable Law or Regulation and guidance, including any successor guideline or applicable additional guidelines,

to bring each change in rate or rates of interest to the attention of the relevant Mortgage Borrowers, whether such change results from a change in the relevant variable rate of interest in relation to a Mortgage Loan or any other provisions of the Mortgage Conditions and, as soon as reasonably practicable, to notify the relevant Mortgage Borrowers of any changes in the monthly payment in relation to the relevant Mortgage Loans.

The Mortgage Administrator shall bear and be responsible for all costs arising in relation to such a notification of a change in such rate or rates of interest or in such margin or monthly payment in relation to the relevant Mortgage Loans in respect of the first two changes in rate or rates of interest in any successive period of 12 calendar months and the Issuer shall bear and be responsible for all such costs in respect of any subsequent changes in the relevant 12 calendar month period.

In addition, where the Mortgage Conditions applicable to Mortgage Tracker Rate Loans require the interest rate to be reset, the Mortgage Administrator will administer any change in the interest rate applicable to those relevant Mortgage Tracker Rate Loans in accordance with those Mortgage Conditions.

14.2.5 **Restructuring of Mortgage Loans**

Mortgage Loans may be subject to being restructured to reflect a Mortgage Borrower's then circumstances and affordability, current and historic performance in meeting their payment obligations and the value of the underlying Mortgage Property.

Certain Mortgage Loans may have already been restructured and/or may be restructured in the future and from time to time at the discretion of the Mortgage Administrator in accordance with the terms of the Mortgage Administration Agreement.

The types of restructuring that, as at the Provisional Portfolio Date, have been employed with respect to Mortgage Loans comprising the Portfolio are set out in 12.25 *Mortgage Loans by restructure type*. In particular, the following are the primary types of restructuring types which have been utilised, and may in the future be utilised by the Mortgage Administrator:

(a) **Complex restructure**

The Mortgage Administrator may agree with the Mortgage Borrower of a Mortgage Loan to restructure such Mortgage Loan with a view to adjusting the Mortgage Borrower's monthly repayment amount to an amount which is lower than that which was originally agreed with such Mortgage Borrower. A complex restructure will involve combining multiple restructuring options such as splitting the Mortgage Borrower's Mortgage Loan into a Split Mortgage Loan (so that interest is payable only in respect of the Main Mortgage Account), a term extension, a temporary or permanent rate reduction and/or capitalisation, among others.

(b) **Term extension**

The Mortgage Administrator may agree with the Mortgage Borrower of a Mortgage Loan to restructure such Mortgage Loan by extending its term to a date which is after the then applicable maturity date of such Mortgage Loan with a view to adjusting the Mortgage Borrower's monthly repayment amount to an amount which is lower than that which was originally agreed with such Mortgage Borrower;

(c) **Arrears capitalisation**

The Mortgage Administrator may agree with the Mortgage Borrower of a Mortgage Loan to restructure such Mortgage Loan by capitalising the outstanding arrears amount of such Mortgage Borrower which are added to the Mortgage Principal Balance of such Mortgage Loan. The increased Mortgage Principal Balance is then paid over the remaining term of the relevant Mortgage Loan. This restructuring type is often combined with other restructuring options at such time. This restructure may result in increased monthly repayment amounts for a Mortgage Borrower due to the increase Mortgage Principal Balance of the relevant Mortgage Loan (unless such restructure is combined with other restructuring features such as term extensions and rate reductions);

(d) **Interest rate reduction**

The Mortgage Administrator may agree with the Mortgage Borrower of a Mortgage Loan to restructure such Mortgage Loan by reducing the interest rate paid by that Mortgage Borrower in respect of such Mortgage Loan with a view to adjusting the Mortgage Borrower's monthly repayment amount to an amount which is lower than that which was originally agreed with such Mortgage Borrower. Any such rate reduction may be for a limited period of time only or permanent. Where the rate reduction is for a limited period of time only, upon the expiry of such period during which a reduced interest rate is charged on the relevant Mortgage Loan the interest rate of the relevant Mortgage Loan will revert to the applicable variable rate set by the Mortgage Administrator or the main refinancing operations rate of the European Central Bank, as applicable. This restructuring type can be combined with other restructuring options at such time (such as extending the maturity date on the Mortgage Loan).

(e) **Personal Insolvency Act restructuring**

As part of a Personal Insolvency Arrangement agreed for the settlement of both secured and unsecured debt of a Mortgage Borrower (see 11.9.7 *Personal Insolvency Act*), the Mortgage Administrator may agree with the Mortgage Borrower of a Mortgage Loan to restructure such Mortgage Loan with a view to adjusting the Mortgage Borrower's monthly repayment amount to an amount which is lower than that which was originally agreed with such Mortgage Borrower through one or more restructuring options such as, among other things, term extensions, partial write-off and/or rate reductions.

(f) **Split Mortgage Loans**

The Mortgage Administrator can offer Split Mortgage Loans when required to do so under arrears management procedures. One of the arrears management procedures that the Mortgage Administrator has established is a facility whereby, if directed by a Personal Insolvency Arrangement, a Mortgage Borrower in arrears may be entitled to split their Mortgage Loan into a Split Mortgage Loan.

A **Split Mortgage Loan** is a Mortgage Loan divided into 2 accounts with a view to reducing the relevant Mortgage Borrower's monthly repayments, being (a) the principal balance on which interest continues to be charged (the **Main Mortgage Account**) and (b) the portion of the principal balance that is warehoused until the final redemption date of the Mortgage Loan with the principal balance being payable on such final redemption date (the **Warehoused Mortgage Account**). Under a Split Mortgage Loan, the relevant Mortgage Borrower is not required to repay the balance of the Warehoused Mortgage Account until the end of the mortgage term, or the Warehoused Mortgage Account may be written-off at a pre-agreed future date, subject to the performance by the relevant Mortgage Borrower on the Main Mortgage Account until that date. This means that, with effect from the date that a Mortgage Loan becomes a Split Mortgage Loan, the relevant Mortgage Borrower's monthly payments will be lower than they were prior to the split (and in line with what the Mortgage Borrower can afford to pay over time). At the end of the mortgage term, the Mortgage Borrower will owe the full outstanding balance of the Mortgage Loan (including the relevant Warehoused Mortgage Account), or the relevant Warehoused Mortgage Account will be written off at a pre-agreed future date, if the Mortgage Borrower is able to perform by the terms of the Personal Insolvency Arrangement on the Main Mortgage Account at least until that date. The arrears management procedures permit discretion to be exercised by the appropriate officers of the Mortgage Administrator in many circumstances. These same procedures (and if different, any arrears management procedures which may be required by a relevant mortgage indemnity insurer), as from time to time varied in accordance with the policies of a Prudent Mortgage Administrator, are required to be used by the Mortgage Administrator in respect of arrears arising on the Mortgage Loans.

14.2.6 **Aspects of enforcement relating to Mortgages**

Even assuming that the Mortgage Properties provide adequate security for the Mortgage Loans, delays could be encountered in connection with enforcement and recovery of the Mortgages, resulting in corresponding delays in the receipt of related proceeds by the Issuer.

In order to realise its security in respect of a Mortgage Property, the relevant mortgagee (i.e. the Legal Title Holder) will need to obtain possession of such Mortgage Property. There are two means of obtaining possession under Irish law: (a) by taking physical possession (seldom done in practice) and (b) by applying for, obtaining and enforcing a court order for possession.

A court order for possession will be required in practice to obtain possession of primary residences and family homes/shared homes (as defined in the Family Home Protection Act 1976 and the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010 respectively). In addition, under section 97 of the Land and Conveyancing Law Reform Act 2009, as amended (the **Land and Conveyancing Law Reform Act 2009**) (which applies to mortgages created after 1 December 2009) a mortgagee (the lender) is required to either obtain a court order for possession or obtain the written consent of the mortgagor (in the case of each Mortgage Loan, the Mortgage Borrower) to the taking of possession.

For the purposes of the Land and Conveyancing Law Reform Act 2009, a housing loan mortgage comes into existence where a person borrows money (for whatever reason) and provides, by way of security, a mortgage on that person's principal residence or the principal residence of that person's dependants. A housing loan mortgage also occurs where monies are advanced to a consumer and security is provided over a residential property. In this regard, a consumer is defined as a natural person acting out of his/her business which includes trade or profession.

It may be possible for a mortgagee to obtain possession of residential buy-to-let properties without a court order where: (1) the relevant mortgages post-date the Land and Conveyancing Law Reform Act 2009 but do not fall within the definition of a housing loan mortgage set out above; or (2) where the relevant

mortgages pre-date the Land and Conveyancing Law Reform Act 2009. In this regard, a mortgagee may take possession of such buy-to-let properties where the mortgagee is entitled to possession under the terms of the mortgage, the property is vacant and the mortgagee is able to effect peaceful entry. Similarly, for mortgages which pre-date the commencement of the Land and Conveyancing Law Reform Act 2009, an order for possession may not be required in respect of buy-to-let properties where the mortgagee is entitled to possession under the terms of the mortgage deed, the property is vacant and the mortgagee is able to effect peaceful entry. The terms of the security over such residential buy-to-let properties may afford the mortgagee a power to appoint a receiver over the property. In practice this is a more common enforcement mechanism for such residential buy-to-let properties.

In considering an application for a possession order, an Irish court has a very wide discretion, and may adopt a sympathetic attitude towards a Mortgage Borrower at risk of eviction. For example, an Irish court has certain powers to adjourn possession proceedings, to stay any possession order and to postpone the date for delivery of possession. In general, an Irish court would be likely to exercise such powers in favour of a Mortgage Borrower where it appears to the court that such Mortgage Borrower is likely to be able, within a reasonable period, to pay any sums due under his Mortgage Loan or to remedy any default consisting of a breach of any other obligation arising under or by virtue of such Mortgage Loan.

It should also be noted that a practice direction issued by the Irish Circuit Court pursuant to the Circuit Court Rules entitled 'Actions for Possession' provides that no order for possession shall be made on the return date (i.e. the first hearing date) but rather the proceedings shall be adjourned to such later date as the County Registrar considers just in the circumstances. This has the effect of an automatic delay on possession proceedings. In practice, County Registrars are often more amenable to giving possession orders on vacant properties the subject of a buy to let mortgage than they are to giving possession orders in respect to Mortgages relating to a principal private residence.

Where an order for possession is granted by a court, a sheriff will arrange for such orders to be effected. This can result in a delay of a number of months between the granting of the order and its execution. Once possession of a property has been obtained, the mortgagee has a duty to the mortgagor to take reasonable care to obtain a proper price for such property. Any failure to do so will put such mortgagee at risk of an action for breach of duty by the mortgagor, although it is for the mortgagor to prove breach of duty. There is also a risk that a mortgagor may take court action to force the mortgagee to sell the relevant property within a reasonable time. Under the Land and Conveyancing Law Reform Act 2009, a mortgagee in possession is obliged by law to sell the relevant property, at the best price reasonably obtainable, within a reasonable time, or if it would be inappropriate to sell such property, to lease it within a reasonable time.

If a mortgagee takes possession of a property it will, as mortgagee in possession, have an obligation to account to the mortgagor for the income obtained from such property, be liable for any damage to such property, have a limited liability to repair such property, and, in certain circumstances, may be obliged to make improvements or may incur certain financial liabilities in respect of such property.

On 24 July 2013 the Land and Conveyancing Law Reform Act 2013 was signed into law. That Act also proposes the adjournment of possession actions in certain cases relating to the principal private residence of the borrower where it is considered by the court that the matter could be resolved by recourse to a Personal Insolvency Arrangement under the Personal Insolvency Act. The Land and Conveyancing Law Reform Act 2013 provides that the court, where it considers it appropriate or on application by the borrower, in proceedings for possession of a principal private residence, may in certain circumstances adjourn the proceedings to enable the parties to consider whether a Personal Insolvency Arrangement under the Personal Insolvency Act would be a more appropriate course of action than the seeking by the lender of an order for possession (see 11.9.7 *Personal Insolvency Act*). In the event that a lender does not implement a proposal put forward by a personal insolvency practitioner, a court could use its discretionary powers to delay granting an order for possession.

The Land and Conveyancing Law Reform (Amendment) Act 2019 (the **Land and Conveyancing Amendment Act**) commenced on 1 August 2019. The Land and Conveyancing Amendment Act may further limit the ability of a lender to obtain orders for possession in respect of defaulted mortgage loans. The Land and Conveyancing Amendment Act aims to reform the factors taken into consideration by the Irish Courts when determining applications for mortgagee possession under the Land and Conveyancing Law Reform Act 2013. The Land and Conveyancing Amendment Act provides, among other things, that a court will have to take into account (a) the proportionality of making an order for possession; (b) the circumstances of those resident in the property; and (c) the conduct of parties in attempting to find a resolution regarding the payment of arrears.

It should be noted that as the Arrears Code (see 11.9.5 *Code of conduct on Mortgage arrears*) applies only to borrowers in respect of mortgage loans secured by a mortgage over their primary residence or secured by a mortgage over the only residential property owned by them in Ireland, the protection afforded by the Arrears Code is unlikely to apply to Buy to Let Mortgage Loans unless secured on the only residential property of a Mortgage Borrower in Ireland.

See 4.2.3(f) *Risks relating to enforcement procedures* for some risk factors relating to the above.

14.3 Issuer Account Services

14.3.1 Appointment of Issuer Account Provider

On the Closing Date an Issuer Account Agreement (the **Issuer Account Agreement**) will be entered into between the Issuer, the Issuer Account Provider, the Cash Administrator, the Framework Administrator and the Security Trustee pursuant to which:

- (a) a bank account (the **Transaction Account**) will be maintained by the Issuer with the Issuer Account Provider and operated by the Cash Administrator;
- (b) a bank account (the **Hedge Collateral Account**) will be maintained by the Issuer with the Issuer Account Provider and operated by the Cash Administrator; and
- (c) the Issuer Account Provider will agree to provide Issuer Account Services in return for a fee.

See further 8 *Triggers tables* regarding the circumstances in which the Issuer Account Provider can resign and/or in which its appointment can be terminated.

14.3.2 Overview of Issuer Account Services

The services (being the **Issuer Account Services**) to be performed by the Issuer Account Provider under the Issuer Account Agreement include:

- providing the Issuer with the Transaction Account and the Hedge Collateral Account (each being, together with any replacement or further accounts maintained from time to time under the Issuer Account Agreement, an **Issuer Account**);
- paying interest on amounts standing to the credit of such Issuer Account;
- providing statements in respect of each such Issuer Account (which may be satisfied by the statements being made available through the relevant Issuer Account Provider's online facilities); and
- carrying out instructions received from the Cash Administrator including, without limitation, the debiting and crediting of amounts.

The Issuer Account Agreement also sets out the arrangements for the operation of each Issuer Account including the issue of mandates by the Issuer authorising specified persons to operate each relevant Issuer Account.

The fees payable to the Issuer Account Provider in respect of the Issuer Account Agreement are included in 9.1.3 *Other fees and expenses of the Issuer relating to the Transaction*.

14.4 Cash Administration Services

14.4.1 Appointment of Cash Administrator

On the Closing Date a Cash Administration Agreement (the **Cash Administration Agreement**) will be entered into between the Issuer, the Cash Administrator, the Framework Administrator and the Security Trustee pursuant to which the Cash Administrator will agree to provide Cash Administration Services in return for a fee.

See further 8.2 *Non-rating triggers table* regarding the circumstances in which the Cash Administrator can resign and/or in which its appointment can be terminated.

14.4.2 Overview of Cash Administration Services

The services (being the **Cash Administration Services**) to be performed by the Cash Administrator under the Cash Administration Agreement include:

- acting as Payments Administrator and administering the Payments Rules, each as defined in 19.1 *Payments Rules core definitions*, including, without limitation, making calculations, allocations, transfers and payments on each Payments Calculation Date and on each Payments Date (including

pursuant to each applicable Priority of Payments) as indicated in those Payments Rules (see further 19 *Payments Rules*);

- operating the Issuer Account according to the applicable terms of the Transaction Documents;
- establishing and maintaining each Ledger and Record and making credits and debits to the relevant Ledger at the times, in the amounts and in the manner indicated in the Transaction Documents (see further 19 *Payments Rules*); and
- preparing and providing a monthly Investor Report after each Payments Date setting out, among other things, certain aggregated loan data in relation to the Portfolio and the application of funds according to the Priority of Payments.

For the purpose of the Cash Administration Services, the Cash Administrator will be authorised to operate the Issuer Accounts.

Each Investor Report shall be sent by the Cash Administrator to the person maintaining the Transaction Information Website (being such person as is notified by the Issuer or the Framework Administrator to the Cash Administrator from time to time).

In providing such services in relation to Investor Report, the Cash Administrator will not assume any responsibility for the Issuer's obligations as the entity responsible to fulfil the reporting obligations under any Securitisation Framework, any regulatory and/or implementing technical standards or any guidance relating to the same, and also assumes no responsibility or liability to the Noteholders, any potential investor in the Notes or any other party including for their use or onward disclosure of the information or documentation on the Transaction Information Website and shall have the benefit of the powers, protections and indemnities granted to it under the Cash Administration Agreement and the other Transaction Documents.

The Cash Administrator shall not have any duty to monitor, enquire or satisfy itself as to the veracity, accuracy or completeness of any documentation provided to it in connection with the preparation of any Investor Report or whether or not the provision of such information accords with applicable law, regulation or guidance and shall be entitled to rely conclusively upon any instructions given by (and any determination by) the Issuer (or the Framework Administrator on its behalf) regarding the same, provided that such instructions are given in accordance with the Transaction Documents, and shall have no obligation, responsibility or liability whatsoever for the provision of information and documentation on the Transaction Information Website. The Investor Reports may include disclaimers reflecting the above summary.

The fees payable to the Cash Administrator in respect of the Cash Administration Services are included in 9.1.3 *Other fees and expenses of the Issuer relating to the Transaction*.

14.5 Note Services

14.5.1 Appointment of the Note Agents

On the Closing Date a **Note Services Agreement** (the **Note Services Agreement**) will be entered into between the Issuer, the Principal Paying Agent, the Note Calculation Agent, the Cash Administrator, the Note Registrar, the Framework Administrator, the Note Trustee and the Security Trustee pursuant to which:

- the Note Registrar will agree to provide the services indicated in 14.5.2 *Note Register Services* in relation to the Transaction in return for a fee;
- the Principal Paying Agent will agree to provide the services indicated in 14.5.3 *Note Paying Agency Services* in relation to the Transaction in return for a fee; and
- the Note Calculation Agent will agree to provide the services indicated in 14.5.4 *Note Calculation Services* in relation to the Transaction in return for a fee.

The Note Register Services, the Note Paying Agency Services and Note Calculation Services are referred to as the **Note Services**.

Each of the Note Registrar, Principal Paying Agent and Note Calculation Agent is referred to a **Note Agent**.

See further 8.2 *Non-rating triggers table* regarding the circumstances in which the Note Registrar, Principal Paying Agent and/or the Note Calculation Agent can resign and/or in which its appointment can be terminated.

14.5.2 Overview of Note Register Services

The services (being the **Note Register Services**) to be performed by the Note Registrar under the Note Services Agreement include:

- establishing, maintaining and operating the Note Register in relation to the Notes;
- issuing, authenticating, procuring the effectuation of (if applicable) and delivering certificates in respect of the Notes (when required);
- dealing with transfers of Notes (as described in 25 *Transfer Regulations*) and the cancellation of Notes; and
- exchanging interests in Global Notes for definitive Notes.

The fees payable to the Note Registrar in respect of the Note Register Services are included in 9.1.3 *Other fees and expenses of the Issuer relating to the Transaction*.

14.5.3 Overview of Note Paying Agency Services

The services (being the **Note Paying Agency Services**) to be performed by the Principal Paying Agent under the Note Services Agreement include:

- paying or causing to be paid (at the places and in the manner provided in the Note Conditions) on the Issuer's behalf the amounts due in respect of Notes in accordance with the applicable Priority of Payments (and, therefore, act as principal paying agent and provide paying agency services in relation to such Notes) using the amounts paid to it for such purpose in accordance with the applicable Payments Rules.
- arranging for the issuance of notices in relation to Notes; and
- providing services in relation to arranging and holding of any meetings of Noteholders in respect of those Notes.

The fees payable to the Principal Paying Agent in respect of the Note Paying Agency Services are included in 9.1.3 *Other fees and expenses of the Issuer relating to the Transaction*.

14.5.4 Overview of Note Calculation Services

The services (being the **Note Calculation Services**) to be performed by the Note Calculation Agent under the Note Services Agreement include determining and calculating Interest Rates applicable to Notes and calculating certain amounts payable to Noteholders in respect of Notes. See further 17 *Note Base Conditions*.

The fees to the Note Calculation Agent in respect of the Note Calculation Services are included in 9.1.3 *Other fees and expenses of the Issuer relating to the Transaction*.

14.6 Corporate Services

14.6.1 Appointment of Corporate Servicer

On the Closing Date a Corporate Services Agreement (the **Corporate Services Agreement**) will be entered into between the Corporate Servicer, the Share Trustee, the Issuer, the Framework Administrator and the Security Trustee pursuant to which the Corporate Servicer will agree to provide Corporate Services in return for a fee.

See further 8.2 *Non-rating triggers table* regarding the circumstances in which the Corporate Servicer can resign and/or in which its appointment can be terminated.

14.6.2 Overview of Corporate Services

The services (being the **Corporate Services**) to be performed by the Corporate Servicer under the Corporate Services Agreement include:

- providing the services of directors of the Issuer in Ireland, providing a company secretary for the Issuer and providing persons to act as signatories of the Issuer;
- the performance of all general book-keeping, secretarial, registrar and company administration services as may be required in the normal course of the businesses of the Issuer and, in order to comply with the laws and regulations of Ireland, dealing with correspondence relating to the businesses of the Issuer (in each case except to the extent to be prepared by, maintained by or dealt with by another Transaction Servicer);

- making available telephone, email and registered office facilities and within its premises such non-exclusive space as may be necessary for the purposes of the businesses of the Issuer and, in particular, facilities for meetings of the directors of the Issuer from time to time; and
- following notice being given to terminate the appointment of a Mortgage Administrator under the applicable Mortgage Administration Agreement, to use commercially reasonable efforts to select and appoint, on behalf of the Issuer (prior to a Security Realisation Date) or the Security Trustee (at any other time), a substitute Mortgage Administrator in satisfaction of the conditions set out in that Mortgage Administration Agreement applicable to the appointment of a substitute Mortgage Administrator.

The fees payable to the Corporate Servicer in respect of the Corporate Services are included in 9.1.3 *Other fees and expenses of the Issuer relating to the Transaction*.

14.7 Framework Administration Services

14.7.1 Appointment of Framework Administrator

On the Closing Date a Framework Administration Agreement (the **Framework Administration Agreement**) will be entered into between the Issuer, the Framework Administrator and the Security Trustee pursuant to which the Framework Administrator will agree to provide **Framework Administration Services** in return for a fee.

See further 8.2 *Non-rating triggers table* regarding the circumstances in which the Framework Administrator can resign and/or in which its appointment can be terminated.

14.7.2 Overview of Framework Administration Services

The administration services (being the **Framework Administration Services**) to be performed by the Framework Administrator under the Framework Administration Agreement include using its reasonable efforts to:

- assisting the Issuer in obtaining and (and if requested to do so by the Issuer) in maintaining the listing of Notes;
- assisting the Issuer in liaising with any Rating Agency in connection with the ratings of the Notes;
- assisting the Issuer in liaising with the Hedge Provider in connection with the Hedge Agreement;
- when required under a Transaction Document, identifying and referring persons to the Issuer for potential appointment as a replacement Transaction Servicer and providing such information to the Issuer on matters relating to such appointment and structuring of applicable Transaction Services and the negotiation of Transaction Services Agreements as the Issuer may request or reasonably require;
- administration of the Issuer's obligations in respect of any alleged or actual breach of a Mortgage Warranty (see 11.5.3 *Remedies for breach of Mortgage Warranties*); and
- upon the Issuer Account Provider ceasing to have the relevant required ratings, carrying out procedures with a view to arranging for a guarantor or a replacement with the required ratings (but without any liability if such procedures are not successful),

and it may (but is not obliged to) provide administrative services to the Issuer in relation to each other Transaction Document (except where any Transaction Document specifies that another party is to provide the relevant services and/or carry out the relevant things).

The fees payable to the Framework Administrator in respect of the Framework Administration Services are included in 9.1.3 *Other fees and expenses of the Issuer relating to the Transaction*.

15. Certain features of the Notes

The information set out in this section relating to the Clearing Systems, Book Entry Interests and the rules, regulations and procedures of the relevant Clearing Systems is derived from information obtained from the Clearing Systems and the Issuer believes that such sources are reliable, but prospective investors are advised to make their own enquiries as to such procedures. The Issuer accepts responsibility for the accurate reproduction of such information from publicly available information and, as far as the Issuer is aware and is able to ascertain from information published by the Clearing Systems, no facts have been omitted which would render the reproduced information inaccurate or misleading. Such information is subject to any change in or reinterpretation of the rules, regulations and procedures of the relevant Clearing Systems currently in effect and investors wishing to use the facilities of any of the Clearing Systems are therefore advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. None of the Issuer or any other Transaction Party (nor any person associated with any of them), will have any responsibility for the performance by the Clearing Systems or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations or for the sufficiency for any purpose of the arrangements described in this Prospectus.

15.1 Issue and constitution of Notes

15.1.1 Constitution under Note Trust Deed and by entry in Note Register

As indicated in 6.1.1 *Constitution of the Notes*, the Issuer will enter into the Note Trust Deed on the Closing Date pursuant to which each of the Notes will be constituted and by appropriate entries being made in the Note Register. Entry of a person's name in the Note Register as the Noteholder in respect of a Note is conclusive evidence of that person's title to and ownership of that Note.

References in this Prospectus to **Noteholder** mean the person in whose name a Note is registered in the Note Register (Note Base Condition 1.1 *Definitions*).

15.1.2 Note Register

Pursuant to the Note Services Agreement, the Note Registrar (see 14.5.1 *Appointment of the Note Agents*) is responsible for maintaining an up-to-date Note Register in relation to the Notes. The Note Register shall be kept at an office of the Note Registrar in respect of which prior written notice of the address has been given by the Note Registrar to the Issuer, the Framework Administrator and the Security Trustee.

Among other things, the Note Registrar will be required to enter into the relevant Note Register the names and addresses of current and previous Noteholders of each Note and the relevant dates of all transfers of, registrations of and cessations of holdings of Notes, the Note Initial Principal Amount and the dates and amounts of each redemption of principal in respect of each Note.

The Note Registrar will not be liable for any mistake in the Note Register or in any purported copy except to the extent that the mistake is attributable to the Note Registrar's own fraud, gross negligence or wilful default.

In order to calculate the amount payable to each Noteholder, the relevant Note Register may be closed by the relevant Note Registrar from 3:30pm on such Business Day as the Issuer determines from time to time (not exceeding 5 consecutive Business Days) and be re-opened at the commencement of business on the Business Day immediately following the day the amounts payable to each Noteholder are payable.

Subject to the provisions of the relevant Note Conditions, the Note Register shall be made available by the relevant Note Registrar at its Note Registrar Specified Office to a Noteholder and its authorised representatives for inspection of that part of the Note Register which relates to that Noteholder free of charge at any reasonable time when such Note Registrar Specified Office is open for business.

See 14.5.2 *Note Register Services* for further details relating to the maintenance of the Note Register.

15.1.3 Note Conditions

Notes shall be issued on and subject to the applicable Note Conditions, being the Note Base Conditions (set out in 17 *Note Base Conditions*) as supplemented and amended in respect of each issue of Notes by the Note Specified Terms (set out in 6.1 *Note Specified Terms*).

15.1.4 Note Additional Provisions

In addition, as provided in Note Base Condition 2.1 *Constitution*, each Note will be subject to, and each Noteholder will be bound by, and is deemed to have notice of, all the Note Additional Provisions (which comprise the provisions of the applicable Transfer Regulations, the Payments Rules, the Note Trust Deed,

the Note Services Agreement, each of the Security Documents and are available for inspection as indicated in 1.2 *Availability of information for inspection*).

15.1.5 **Governing Law**

The Notes will be governed by, and construed in accordance with, English law (see Note Base Condition 18.1 *English law*).

15.2 **Form and holdings of the Notes**

15.2.1 **Form of Notes**

The Notes will be issued in registered form (see Note Base Condition 2.2 *Form*).

15.2.2 **Denomination of Notes**

The Notes will be issued in the denominations specified in the *Minimum Denomination* section in the Note Specified Terms (see Note Base Condition 2.3 *Denominations and permitted holdings*). No Notes will be issued with a denomination of less than EUR 100,000.

15.2.3 **Note certificates only issued in limited circumstances**

No certificates (each, in relation to a Note, being a **Note Certificate**) or other evidence of title will be issued in respect of a Note unless:

- the Issuer determines that certificates should be made available as required by law or chooses to make certificates available; or
- a Note Certificate is specifically requested by the relevant Noteholder and specifically agreed to between the Issuer and such Noteholder.

Any such Note Certificates would be evidence of entitlement only. In the event of any inconsistency between a Note Certificate or other evidence of title and an entry in the relevant Note Register, the entry in the relevant Note Register will always govern.

15.3 **Notes held in a Clearing System**

15.3.1 **Clearing Systems and Global Notes**

All Notes in a Class will upon the Closing Date be registered in the name of a person (being the **Global Noteholder**) as common safekeeper, common depositary, custodian and/or nominee for each clearing system specified in relation to such Class in the *Clearance / settlement* section of the Note Specified Terms (each a **Clearing System**). Each Note is a **Global Note** throughout the period in which it is registered in the name of a Global Noteholder as common safekeeper, common depositary, custodian and/or nominee for a Clearing System.

If Euroclear Bank SA/NV, as operator of the Euroclear System (**Euroclear**) and/or Clearstream Banking, S.A., Luxembourg (**Clearstream, Luxembourg**) is a Clearing System in relation to a Class, the Global Note will be held by the Global Noteholder under the arrangements for registered notes known as the 'new safekeeping structure' which Euroclear and Clearstream have designed in co-operation with market participants (**New Safekeeping Structure**).

While Euroclear and/or Clearstream is a Clearing System in relation to a Class, the Issuer understands that:

- Euroclear and Clearstream each hold securities for their account holders and facilitate the clearance and settlement of securities transactions by electronic book-entry transfer between their respective account holders, thereby eliminating the need for physical movements of certificates and any risk from lack of simultaneous transfers of securities.
- Euroclear and Clearstream each provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream each also deal with domestic securities markets in several countries through established depository and custodial relationships.
- Euroclear and Clearstream have established an electronic bridge between their two systems across which their respective Clearing System Participants may settle trades with each other.
- Clearing System Participants in both Euroclear and Clearstream are world-wide financial institutions including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations.

- Indirect access to both Euroclear and Clearstream is available to other institutions that clear through or maintain a custodial relationship with a Clearing System Participant of either system.

15.3.2 **Holding of beneficial interests in Global Notes**

Ownership of interests by any person (other than the relevant Global Noteholder) in Global Notes will be limited to such interests (if any) that arise under applicable laws in favour of:

- persons (each a **Clearing System Participant**) that have an account with a relevant Clearing System relating to such Global Notes (including, as applicable, banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Clearing System, either directly or indirectly); or
- persons (each a **Clearing System Indirect Participant**) that hold interests in the Global Notes through Clearing System Participants or through other Clearing System Indirect Participants;

each such interest being a **Book Entry Interest**.

The Issuer expects that, upon registration of Notes in the name of a Global Noteholder, the relevant Clearing System will credit each of its Clearing System Participants' accounts on such Clearing System's book-entry registration and transfer system with the principal amount of Notes for which that Clearing System Participant has subscribed and paid (as advised to the relevant Clearing System by the relevant Note Subscriber(s)).

The Issuer understands that Book Entry Interests in the Global Notes will be shown on, and transfers of Book Entry Interests or an interest in Book Entry Interests will be effected only through, accounts and records in the respective Clearing System Participants' name on such Clearing System's book-entry registration and transfer system maintained by the relevant Clearing System (with respect to the Book Entry Interests of their Clearing System Participants) and on the accounts and records of Clearing System Participants or Clearing System Indirect Participants (with respect to the Book Entry Interests of their Clearing System Indirect Participants).

15.3.3 **Clearing System Participants etc are not Noteholders**

The Global Noteholder will be treated by the Issuer, the Note Trustee, the Note Registrar, the Principal Paying Agent and Security Trustee and any of their respective agents as the Noteholder of the relevant Notes for all purposes whatsoever. Clearing System Participants or Clearing System Indirect Participants in a Clearing System:

- (in the case of Notes) will not be considered Noteholders of such Notes under the Note Conditions or the Note Trust Deed;
- will have no rights in respect of Global Notes under any Transaction Document (including, without limitation, the Note Conditions, the relevant Note Trust Deed, the Security Documents and the relevant Note Transaction Services Agreement);
- will not be entitled to have Global Notes registered in their names; and
- will not receive or be entitled to receive Note Certificates for such Notes;

in each case, unless and until such Notes are removed from each relevant Clearing System as described in 15.3.7 *Removal of Notes from Clearing Systems*.

15.3.4 **Rules and procedures of the relevant Clearing System etc**

A Clearing System Participant's Book Entry Interests and overall contractual relations with a Clearing System are governed by the respective rules and operating procedures of the relevant Clearing System and any applicable laws. Accordingly:

- each person holding a Book Entry Interest in respect of a Global Note must rely on the rules and procedures of the relevant Clearing System; and
- Clearing System Indirect Participants must rely on the procedures of the Clearing System Participants or Clearing System Indirect Participants through which such person owns any Book Entry Interest in the relevant Global Notes;

in each case, to influence or direct the exercise any rights and obligations of a Noteholder in respect of Global Notes.

The Issuer understands that, under existing industry practices, if either:

- the Issuer or the relevant Note Trustee requests any action of owners of Book Entry Interests in Global Notes; or
- if an owner of a Book Entry Interest in a Global Note desires to give instructions or take any action that a Noteholder is entitled to give or take under the Note Trust Deed,

the relevant Clearing System would authorise the Clearing System Participants owning the relevant Book Entry Interest in the Global Note to give instructions or take such action, and such Clearing System Participants would authorise Clearing System Indirect Participants to give or take such action or would otherwise act upon the instructions of such Clearing System Indirect Participants.

Each Clearing System acts under such rules and operating procedures only on behalf of its Clearing System Participants, and has no record of or relationship with persons holding Book Entry Interests through its Clearing System Participants.

15.3.5 **Procedures applicable to transfers of Book Entry Interests in Global Notes**

Permitted transfers of a Book Entry Interest in a Global Note will be subject to and effected in accordance with the rules and procedures for the time being of the relevant Clearing System.

15.3.6 **Notices to Noteholders may be made to the Clearing System**

Any notice to Noteholders in respect of Global Notes shall be deemed to have been duly given if sent to each relevant Clearing System in respect of such Global Notes and shall be deemed to have been given on the date on which such notice was so sent (see Note Base Condition 16 *Notices*).

15.3.7 **Removal of Notes from Clearing Systems**

Notes which are Global Notes will remain as such until the occurrence of the circumstances specified in Note Base Condition 2.8 *Removal of Notes from Clearing Systems*.

15.3.8 **Clearing System codes and identification numbers for Global Notes**

The Clearing System codes and identification numbers (being the **Common Code** and **ISIN** (or International Securities Identification Number) where Euroclear and Clearstream are Clearing Systems in respect of the relevant Global Notes) for each Class comprising Global Notes are indicated in 6.1.26 *Clearing system codes*.

15.3.9 **Regulation S Global Note legend**

Unless determined otherwise by the Issuer in accordance with applicable law and so long as any of the Notes are outstanding, the Regulation S Global Notes will bear a legend substantially as set forth below:

"Neither this Note nor beneficial interests herein have been or will be registered under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), or the securities laws of any state or other jurisdiction of the United States. The Issuer has not been registered and does not intend to register as an investment company under the United States Investment Company Act of 1940, as amended. Consequently, this Note may not be offered, sold, pledged or transferred within the United States or to, or for the account or benefit of, a U.S. Person (as defined in Regulation S under the U.S. Securities Act ("U.S. Persons")) except pursuant to an exemption from, or in a transaction not subject to, such registration requirements. This Note is being offered for sale outside the United States in accordance with Regulation S under the U.S. Securities Act. This legend shall cease to apply upon the expiry of the period of 40 days after the completion of the distribution of all the Notes of the tranche of which this Note forms part.

Prior to the date that is 40 days after the later of the commencement of the offering of the Notes and the closing of the offering of the Notes, any transfer of the Notes may only be made: (a) to a non-U.S. Person in an offshore transaction meeting the requirements of rule 903 or 904 of Regulation S under the U.S. Securities Act, or (b) to a person whom the holder reasonably believes is a Qualified Institutional Buyer (as defined in Rule 144A under the U.S. Securities Act) in a transaction meeting the requirements of Rule 144A under the U.S. Securities Act and in accordance with any applicable securities laws of any state of the United States or any other applicable jurisdiction. Any purported transfer of this Note that does not comply with the foregoing requirements shall be null and void *ab initio*.

Unless this Note is presented by an authorised representative of Euroclear or Clearstream, Luxembourg, as applicable, to the Note Registrar or its respective agent for registration of transfer, exchange or payment, and any Note issued is registered in the name of Euroclear or Clearstream,

Luxembourg, as applicable, or to such other entity as is requested by an authorised representative of such clearing system or such other name as is requested by an authorised representative of such clearing system (and any payment hereon is made to such clearing system or to such other entity as is requested by an authorised representative of such clearing system), any transfer, pledge or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, whether Euroclear or Clearstream, Luxembourg, has an interest herein.

Transfers of this Global Note shall be limited to transfers in whole, but not in part, to nominees of the Common Safekeeper or to a successor thereof or such successor's nominee and transfers of portions of this Global Note shall be limited to transfers made in accordance with the restrictions set forth in any applicable regulations.

By its acquisition and holding of this Note (or any interest herein), each purchaser and transferee of this Note or any interest herein will be deemed to have represented, warranted and agreed that: (a) it is not, and is not acting on behalf of (and for so long as it holds this Note or any interest herein will not be, and will not be acting on behalf of) (1) an "employee benefit plan" as defined in Section 3(3) of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA"), which is subject to Part 4 of Subtitle B of Title I of ERISA, (2) a "plan" (as defined in Section 4975(e)(1) of the U.S. Internal Revenue Code of 1986, as amended (the "U.S. Tax Code")), to which Section 4975 of the U.S. Tax Code applies, or (3) a person or entity whose underlying assets include "plan assets" by reason of any such employee benefit plan's or plan's investment in the entity, and (b) either (1) it is not, and is not acting on behalf of (and for so long as it holds this Note or any interest herein will not be, and will not be acting on behalf of) a governmental, church or non-U.S. plan subject to a U.S. federal, state, local, non-U.S. or other law or regulation that is substantially similar to the prohibited transaction provisions of Section 406 of ERISA or Section 4975 of the U.S. Tax Code (such law or regulation, a "Similar Law"), or (2), it is a governmental, church, non-U.S. or other plan and (A) its acquisition, holding and disposition of this Note or any interest herein will not constitute or result in a violation of any Similar Law, and (B) the purchaser or transferee is not and, for so long as it holds this Note or interest herein, will not be subject to any federal, state, local, non-U.S. or other law or regulation that could cause the underlying assets of the Issuer to be treated as assets of the investor in the Notes by virtue of its interest herein and thereby subject the Issuer or persons responsible for the investment and operation of the Issuer's assets to any Similar Law. Any purported purchase or transfer of this Note that does not comply with these requirements shall be null and void *ab initio*.

The purchaser or acquiror acknowledges that the Issuer reserves the right prior to any sale or other transfer to require the delivery of such certifications, legal opinions and other information as the Issuer may reasonably require to confirm that the proposed sale or other transfer complies with the foregoing restrictions.

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor including, without limitation, a person who is one (or more) of: (1) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "EU MiFID II"); (2) a customer within the meaning of Directive 2016/97 (as amended, the "EU Insurance Distribution Directive"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of EU MiFID II, (3) a retail client as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "EUWA"); or (4) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the "FSMA") and any rules or regulations made under the FSMA to implement the EU Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 on markets in financial instruments as it forms part of domestic law by virtue of the EUWA ("UK MiFIR"). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the "EU PRIIPs Regulation") or, as applicable, the EU PRIIPs Regulation as it forms part of domestic law in the United Kingdom by virtue of the EUWA (the "UK PRIIPs Regulation") for offering or selling the Notes or otherwise making them available to retail investors in the United Kingdom has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor may be unlawful under the EU PRIIPs Regulation or, as applicable, the UK PRIIPs Regulation.

In addition to what is indicated in the next paragraph, solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (1) the target market for the Notes is "eligible counterparties" and "professional clients", each as defined in EU MiFID II; and (2) all channels for distribution of the Notes to eligible

counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a “distributor”) should take into consideration the manufacturers’ target market assessment; however, a distributor subject to EU MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers’ target market assessment) and determining appropriate distribution channels.

In addition to what is indicated in the preceding paragraph, solely for the purposes of each manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (1) the target market for the Notes is “eligible counterparties”, as defined in the FCA Handbook Conduct of Business Sourcebook, and “professional clients”, as defined in Article 2(1)(13A) of UK MiFIR; and (2) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any distributor should take into consideration the manufacturers’ target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers’ target market assessment) and determining appropriate distribution channels.”

15.3.10 Rule 144A Global Note legend

Unless determined otherwise by the Issuer in accordance with applicable law and so long as any of the Notes are outstanding, a Rule 144A Global Note will bear a legend substantially as set forth below:

“Neither this Note nor beneficial interests herein have been or will be registered under the United States Securities Act of 1933, as amended (the “U.S. Securities Act”), or the securities laws of any state or other jurisdiction of the United States and the Notes may not be offered, sold or otherwise transferred except pursuant to an available exemption therefrom. Each purchaser of this Note is hereby notified that the seller of this Note is relying on the exemption from the provisions of Section 5 of the U.S. Securities Act provided by Rule 144A thereunder. The Issuer has not been registered and does not intend to register as an investment company under the United States Investment Company Act of 1940, as amended.

Unless this Note is presented by an authorised representative of Euroclear or Clearstream, Luxembourg, as applicable, to the Note Registrar or its respective agent for registration of transfer, exchange or payment, and any Note issued is registered in the name of Euroclear or Clearstream, Luxembourg, as applicable, or to such other entity as is requested by an authorised representative of such clearing system or such other name as is requested by an authorised representative of such clearing system (and any payment hereon is made to such clearing system or to such other entity as is requested by an authorised representative of such clearing system), any transfer, pledge or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, whether Euroclear or Clearstream, Luxembourg, has an interest herein.

The holder of this Note agrees for the benefit of the Issuer that (a) this Note may be offered, resold, pledged or otherwise transferred only (1) in the United States to a person whom the holder reasonably believes is a Qualified Institutional Buyer (as defined in Rule 144A under the U.S. Securities Act) in a transaction meeting the requirements of Rule 144A under the U.S. Securities Act or (2) outside the United States in an offshore transaction in accordance with rule 903 or 904 under the U.S. Securities Act, in each of cases (1) and (2) in accordance with any applicable securities laws of any state of the United States or any other applicable jurisdiction, and (b) the holder will, and each subsequent holder is required to, notify any purchaser of this Note from it of the resale restrictions referred to in (a) above. Any purported transfer of this Note that does not comply with the foregoing requirements shall be null and void *ab initio*, transfers of this Global Note shall be limited to transfers in whole, but not in part, to nominees of the Common Safekeeper or to a successor thereof or such successor’s nominee and transfers of portions of this Global Note shall be limited to transfers made in accordance with the restrictions set forth in any applicable regulations.

By its acquisition and holding of this Note (or any interest herein), each purchaser and transferee of this Note or any interest herein will be deemed to have represented, warranted and agreed that: (a) it is not, and is not acting on behalf of (and for so long as it holds this Note or any interest herein will not be, and will not be acting on behalf of) (1) an “employee benefit plan” as defined in Section 3(3) of the U.S. Employee Retirement Income Security Act of 1974, as amended (“ERISA”), which is subject to Part 4 of Subtitle B of Title I of ERISA, (2) a “plan” (as defined in Section 4975(e)(1) of the U.S. Internal Revenue Code of 1986, as amended (the “U.S. Tax Code”)), to which Section 4975 of the U.S. Tax Code applies, or (3) a person or entity whose underlying assets include “plan assets” by reason of any such employee benefit plan’s or plan’s investment in the entity, and (b) either (1) it is

not, and is not acting on behalf of (and for so long as it holds this Note or any interest herein will not be, and will not be acting on behalf of) a governmental, church or non-U.S. plan subject to a U.S. federal, state, local, non-U.S. or other law or regulation that is substantially similar to the prohibited transaction provisions of Section 406 of ERISA or Section 4975 of the U.S. Tax Code (such law or regulation, a “Similar Law”), or (2), it is a governmental, church, non-U.S. or other plan and (A) its acquisition, holding and disposition of this Note or any interest herein will not constitute or result in a violation of any Similar Law, and (B) the purchaser or transferee is not and, for so long as it holds this Note or interest herein, will not be subject to any federal, state, local, non-U.S. or other law or regulation that could cause the underlying assets of the Issuer to be treated as assets of the investor in the Notes by virtue of its interest herein and thereby subject the Issuer or persons responsible for the investment and operation of the Issuer’s assets to any Similar Law. Any purported purchase or transfer of this Note that does not comply with these requirements shall be null and void *ab initio*.

The purchaser or acquiror acknowledges that the Issuer reserves the right prior to any sale or other transfer to require the delivery of such certifications, legal opinions and other information as the Issuer may reasonably require to confirm that the proposed sale or other transfer complies with the foregoing restrictions.

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor including, without limitation, a person who is one (or more) of: (1) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “EU MiFID II”); (2) a customer within the meaning of Directive 2016/97 (as amended, the “EU Insurance Distribution Directive”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of EU MiFID II, (3) a retail client as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the “EUWA”); or (4) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the “FSMA”) and any rules or regulations made under the FSMA to implement the EU Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 on markets in financial instruments as it forms part of domestic law by virtue of the EUWA (“UK MiFIR”). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the “EU PRIIPs Regulation”) or, as applicable, the EU PRIIPs Regulation as it forms part of domestic law in the United Kingdom by virtue of the EUWA (the “UK PRIIPs Regulation”) for offering or selling the Notes or otherwise making them available to retail investors in the United Kingdom has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor may be unlawful under the EU PRIIPs Regulation or, as applicable, the UK PRIIPs Regulation.

In addition to what is indicated in the next paragraph, solely for the purposes of each manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (1) the target market for the Notes is “eligible counterparties” and “professional clients”, each as defined in EU MiFID II; and (2) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a “distributor”) should take into consideration the manufacturers’ target market assessment; however, a distributor subject to EU MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers’ target market assessment) and determining appropriate distribution channels.

In addition to what is indicated in the preceding paragraph, solely for the purposes of each manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (1) the target market for the Notes is “eligible counterparties”, as defined in the FCA Handbook Conduct of Business Sourcebook, and “professional clients”, as defined in Article 2(1)(13A) of UK MiFIR; and (2) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any distributor should take into consideration the manufacturers’ target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers’ target market assessment) and determining appropriate distribution channels.”.

15.4 Procedures for payments in respect of the Notes

15.4.1 Note Conditions and Note Services Agreement

Each payment of principal and interest in respect of each Note shall be made in accordance with Note Base Condition 8 *Payments* as supplemented by the applicable Note Specified Terms. As part of the relevant

Principal Paying Agent Services, the relevant Principal Paying Agent will administer the applicable payment procedures and arrangements which apply in relation to the Notes (see section 14.5.3 *Overview of Note Paying Agency Services*).

15.4.2 **Payments only made to registered Noteholder of Notes**

Principal and interest on each Note will be payable to the registered Noteholder of that Note and such registered Noteholder (being the relevant Global Noteholder in respect of a Global Note) will be the only person entitled to receive payments in respect of that Note and the Issuer will be discharged by payment to, or to the order of the registered Noteholder of that Note in respect of each amount so paid. No person other than the registered Noteholder of the Note shall have any claim against the Issuer in respect of any payment due on that Note.

15.4.3 **Taxation**

Payments of principal and interest in respect of the Notes will be made subject to withholding tax (if any) applicable to the Notes without the Issuer being obliged to pay further amounts as a consequence (see Note Base Condition 7 *Taxation*).

15.4.4 **Credits to Clearing System Participants etc in respect of payments on the Global Notes**

The Issuer expects that:

- (in accordance with the rules and procedures for the time being of the relevant Clearing System) after receipt of a payment in respect of a Global Note, the relevant Clearing System will promptly credit its Clearing System Participants' accounts with payments in amounts proportionate to their respective Book Entry Interests in such Global Note as shown in the records of each relevant Clearing System in relation to the relevant Class; and
- payments by Clearing System Participants to owners of Book Entry Interests in a Global Note held through such Clearing System Participants or through Clearing System Indirect Participants will be governed by standing customer instructions and customary practices, as is now the case with the securities held for the accounts of customers registered in their 'street name' or in the names of nominees for such customers.

However, each such credits and payment made or to be made will be the responsibility of the relevant Clearing System or such Clearing System Participants or Clearing System Indirect Participants (as appropriate) and none of the Issuer, the Security Trustee, the Note Trustee, any Note Subscriber, any Note Registrar, any Principal Paying Agent and any of their respective agents will have any responsibility or liability for any aspect of any such payment or credit made or to be made by any Clearing System, Clearing System Participant or Clearing System Indirect Participant on account of Book Entry Interests in a Global Note or Book Entry Interests in a Global Note held through any Clearing System Participant or Clearing System Indirect Participant or for maintaining, supervising or reviewing any records of any Clearing System, Clearing System Participant or Clearing System Indirect Participant relating to any such payments, credits and Book Entry Interests.

15.4.5 **Record of payments in Note Register**

The Issuer will procure that a record of each payment made in respect of a Note, distinguishing between any payment of principal and/or payment of interest, will be recorded in the Note Register in respect of such Note by the Note Registrar and such record shall be prima facie evidence that the payment in question has been made.

15.5 **Portfolio Purchase Option and early redemption of the Notes**

15.5.1 **Grant of Portfolio Purchase Option**

On the Closing Date, the Issuer will enter into a deed (the **Portfolio Purchase Option Deed**) with the Portfolio Purchase Option Holder pursuant to which it will grant to the Portfolio Purchase Option Holder an option (the **Portfolio Purchase Option**) for the Portfolio Purchase Option Holder (or its nominated purchaser) to acquire the Portfolio for an amount not less than the Portfolio Purchase Price on a Business Day specified by the Portfolio Purchase Option Holder in a Portfolio Purchase Option Exercise Notice or, as applicable, Portfolio Purchase Option Exercise Deed (being the **Portfolio Purchase Completion Date**) provided that such specified day is not later than the relevant Optional Redemption Date nominated in that Portfolio Purchase Option Exercise Notice or, as applicable, Portfolio Purchase Option Exercise Deed and not earlier than the 5th Business Day before that Optional Redemption Date. The Portfolio Purchase Option Holder is entitled to assign its rights under the Portfolio Purchase Option Deed (including, without limitation, in respect of the Portfolio Purchase Option) in which case references to the Portfolio Purchase Option Holder are to the relevant assignee.

15.5.2 **Exercise of Portfolio Purchase Option**

- (a) In the relevant Portfolio Purchase Option Exercise Notice or, as applicable, Portfolio Purchase Option Exercise Deed or by a separate certificate signed by an officer of the Portfolio Purchase Option Holder issued on or before the relevant Portfolio Purchase Option Exercise Notice or, as applicable, Portfolio Purchase Option Exercise Deed, the Portfolio Purchase Option Holder must have certified to the Issuer and the Security Trustee (upon which the Security Trustee may rely absolutely without liability or enquiry) that it (or its nominated purchaser) will have the necessary funds to pay the Portfolio Purchase Price on the applicable Portfolio Purchase Completion Date.
- (b) The Portfolio Purchase Option Holder may, on giving not more than 70 nor less than 10 calendar days' notice prior to the relevant Optional Redemption Date, deliver a notice (a **Portfolio Purchase Option Exercise Notice**) to the Issuer (with a copy to the Security Trustee, the Framework Administrator, the Hedge Provider, the Payments Administrator and the Principal Paying Agent) indicating that it is exercising the Portfolio Purchase Option in respect of the Portfolio Purchase Completion Date specified such Portfolio Purchase Option Exercise Notice.

As soon as reasonably practicable following receipt of a valid Portfolio Purchase Option Exercise Notice, the Issuer shall acknowledge that Portfolio Purchase Option Exercise Notice by counter-signing it and delivering such counter-signed notice to the Portfolio Purchase Option Holder, the Security Trustee, the Framework Administrator, the Hedge Provider, the Payments Administrator and the Principal Paying Agent.

Alternatively, the Issuer and the Portfolio Purchase Option Holder may, not more than 70 nor less than 10 calendar days' prior to the relevant Optional Redemption Date, enter into a deed (a **Portfolio Purchase Option Exercise Deed**) agreeing the relevant details of the exercise of the Portfolio Purchase Option and the arrangements for the sale of the Portfolio to the Portfolio Purchase Option Holder on the applicable Portfolio Purchase Completion Date and deliver a copy of such Portfolio Purchase Option Exercise Deed to the Portfolio Purchase Option Holder, the Security Trustee, the Framework Administrator, the Hedge Provider, the Payments Administrator and the Principal Paying Agent.

- (c) Upon the Issuer counter-signing a Portfolio Purchase Option Exercise Notice and delivering such counter-signed notice to the Portfolio Purchase Option Holder or entering into a Portfolio Purchase Option Exercise Deed with the Portfolio Purchase Option Holder, the Issuer shall:
 - (1) complete the sale of the Portfolio to the Portfolio Purchase Option Holder (or its nominated purchaser) on the applicable Portfolio Purchase Completion Date; and
 - (2) comply with the applicable conditions indicated in Note Base Condition 6.4 *Full redemption at the option of the Issuer* and 6.1.17 *Optional Redemption Conditions* and carry out a full redemption of all the Notes on the relevant Optional Redemption Date.

15.5.3 **Portfolio Purchase Price**

- (a) The **Portfolio Purchase Price** in respect of the sale of the Portfolio on a Portfolio Purchase Completion Date is the amount required for the Issuer to carry out a full redemption of all the Notes on that Portfolio Purchase Completion Date if it is also an Optional Redemption Date or, if not, on the next Optional Redemption Date in accordance with Note Base Condition 6.4 *Full redemption at the option of the Issuer* and 6.1.17 *Optional Redemption Conditions*, or such other lower amount as may be agreed between the Portfolio Purchase Option Holder and the holders of all of the RF Notes, the Z1 Notes, the Z2 Notes and the X Notes, provided that such lower amount shall be sufficient to pay in full all amounts payable or that will become payable prior to such Interest Payment Date under Priority Levels 1 to 14 (inclusive) of the Accelerated Priority of Payments on that Optional Redemption Date (taking into account the other funds held or received by the Issuer on that Optional Redemption Date which are available to be applied towards payment of those amounts).
- (b) The Portfolio Purchase Option Holder may request the Issuer (with a copy to the Security Trustee, the Framework Administrator and the Payments Administrator), not more than 75 nor less than 15 calendar days' notice prior to an Optional Redemption Date, to provide a notice to Portfolio Purchase Option Holder specifying an estimate of the Portfolio Purchase Price that would apply on the Portfolio Purchase Completion Date (such estimate being on the basis of the information available to the Issuer and the Payments Administrator at the time such estimate is provided).

As soon as reasonably practicable following receipt of such a request, the Issuer shall procure that the Payments Administrator, on behalf of the Issuer, shall send to the Portfolio Purchase Option Holder a

notice specifying an estimate of the Portfolio Purchase Price that would apply on the Portfolio Purchase Completion Date (such estimate being on the basis of the information available to the Issuer and the Payments Administrator at the time such estimate is provided) (the **Portfolio Purchase Option Estimated Price**).

15.6 Limited role and liability of Note Trustee

15.6.1 Change of Note Trustee

Subject to certain restrictions, the Note Trustee may resign its appointment upon not less than three months prior written notice although such resignation shall not take effect until a successor Note Trustee has been duly appointed. In order to be eligible to act as Note Trustee, among other things, such successor Note Trustee must agree to be bound by the terms of the Security Documents and must meet the applicable eligibility requirements under the Note Trust Deed. If within 60 days of having given notice of its intention to retire, the Issuer has failed to appoint a replacement Note Trustee, the outgoing Note Trustee will be entitled to appoint its successor.

15.6.2 Note Trustee fee and expenses

Each Note Trustee is entitled to charge a fee for its role under the relevant Note Trust Deed and other Transaction Documents to which it is a party and is entitled to reimbursement of certain expenses incurred by it in connection with the relevant Note Trust Deed and those other Transaction Documents, payable on each Payments Date subject to and in accordance with the relevant Priority of Payments. The fees payable to the Note Trustee are included in 9.1.3 *Other fees and expenses of the Issuer relating to the Transaction*.

15.6.3 Exclusion of liability and limitations on duties

Among other things, the Note Trust Deed will provide that:

- the Note Trustee will not be responsible for supervising the performance by the Issuer or any other party to the Transaction Documents of their respective obligations under the Transaction Documents and the Note Trustee will be entitled to assume, until it has written notice to the contrary, that all such persons are properly performing their duties;
- the Note Trustee will not be responsible for considering the basis on which approvals or consents are granted by the Issuer or any other party to the Transaction Documents under the Transaction Documents;
- the Note Trustee shall not be bound or concerned to make any investigation into the Security Assets or the validity or enforceability of the relevant Security or Security Assets (including, without limitation, the creditworthiness of any obligor in respect of residential mortgage loans in the Portfolio or whether the cashflows from the Portfolio and the Notes are matched);
- the Note Trustee will not be liable to any Noteholder or other Security Creditor for any failure to make or to cause to be made on its behalf the searches, investigations and enquiries which would normally be made by a prudent security holder in relation to the Security Assets and has no responsibility in relation to the legality, validity, sufficiency and enforceability of the Security and the Transaction Documents;
- any action taken by the Note Trustee under the Note Trust Deed or any Transaction Documents binds all of the Noteholders; and
- each Noteholder shall be solely responsible for making its own independent appraisal of, and investigation into, the financial condition, creditworthiness, condition, affairs, status and nature of the Issuer, and the Note Trustee shall not at any time have any responsibility for making any such appraisal or investigation and each Noteholder must make its own determination of whether or not to request the Note Trustee to take a particular course of action.

15.6.4 Indemnification of the Note Trustee

The Note Trust Deed will contain provisions for indemnification of the Note Trustee and for its relief from responsibility for the validity, sufficiency and enforceability (which the Note Trustee has not investigated) of the Security or the Security Assets, including provisions relieving it from taking proceedings to enforce repayment or from taking any action in accordance with the Security Documents without being first indemnified and/or prefunded and/or secured to its satisfaction.

15.6.5 Entitlement of the Note Trustee

In connection with the exercise of its powers, trusts, authorities or discretions (including but not limited to those in relation to any matter referred to in 15.8 *Modifications, authorisations, waivers and substitution*)

the Note Trustee shall not have regard to the consequences of such exercise for individual Noteholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory and the Note Trustee shall not be entitled to require, nor shall any Noteholders be entitled to claim, from the Issuer any indemnification or payment in respect of any tax consequence of any exercise upon individual Noteholders.

15.6.6 Other dealings

The Note Trustee and its subsidiaries or associated companies will be entitled to enter into business transactions with the Issuer, any issuer or guarantor of or other obligor in respect of the assets, rights and/or benefits comprising the Security Assets or any Transaction Party, or any of their respective subsidiaries or associated companies without accounting to any Noteholder for any profit resulting therefrom.

15.7 Meetings and resolutions of Noteholders

The Note Trust Deed will include provisions for convening and holding meetings and the passing of resolutions that are summarised in 6.2.15 *Resolutions of Noteholders* to 6.2.17 *Relationship between Noteholders*. See further Note Base Condition 12 *Noteholder Resolutions*.

15.8 Modifications, authorisations, waivers and substitution

Note Base Condition 14 *Modifications, authorisations, waivers and substitution* is incorporated into and applies to the Note Trust Deed and sets out circumstances in which the Note Trustee and/or the Security Trustee may or, in relation to a Compliance Modification, shall, without any consent or sanction of the Noteholders or any of the other Security Creditors, agree to or make a modification, authorisation or waiver in respect of the Note Conditions or, in so far as applicable, any other Transaction Document to which the Note Trustee and/or, as applicable, the Security Trustee is a party or in relation to which the Security Trustee holds Security. Such modifications may include, without limitation:

- the transfer of the Issuer to another jurisdiction;
- the substitution of any other company or other entity (incorporated in any jurisdiction) in place of the Issuer as principal debtor under the Note Trust Deed, the Notes and the Security Documents;
- the substitution of the Notes in whole but not in part only, for other securities or instruments having substantially the same rights and benefits as such Notes;
- a change of the law governing the Notes, the Note Trust Deed and/or the Security Documents; and
- a change in the place of residence of the Issuer for taxation.

Each such modification, authorisation, waiver, transfer and substitution shall be binding on all Noteholders and each other Security Creditor.

16. Estimated average lives of the Notes

16.1 Estimated average life and modelling assumptions

The expression **estimated average life** refers to the average amount of time that will elapse from the date of issuance of the Notes to the date of distribution to the Noteholders of amounts distributed in net reduction of principal of the Notes (assuming no losses). The estimated average lives of the Notes cannot be stated or estimated, as they vary according to circumstances which are not predictable (including, for example among other things, the actual rate of redemption of the Mortgages in the Portfolio). However, calculations of hypothetical estimated average lives of the Notes can be made based on certain assumptions. The tables below were prepared based on the characteristics of the Mortgages to be included in the Portfolio and the following additional assumptions (the **EAL Modelling Assumptions**) being true throughout the life of the Notes from and including the Closing Date:

- (a) (1) the Portfolio Purchase Option Holder exercises the Portfolio Purchase Option on the first Optional Redemption Date and the Issuer exercises its right to redeem the Notes under Note Condition 6.4 *Full redemption at the option of the Issuer*, in the first scenario, or (2) the Portfolio Purchase Option Holder does not exercise the Portfolio Purchase Option and the Issuer does not exercise its right to redeem the Notes under Note Condition 6.4 *Full redemption at the option of the Issuer* on and after the Optional Redemption Date, in the second scenario;
- (b) the Mortgage Loans are subject to a constant annual rate of prepayment (excluding scheduled principal redemptions) (**CPR**) of between 0% per annum and 10% per annum as shown in the tables below;
- (c) the assets of the Issuer are not sold except as may be necessary to enable the Issuer to realise sufficient funds to exercise its option to redeem the Rated Notes;
- (d) the characteristics of all of the Mortgage Loans in the Portfolio will be identical to those of the Mortgage Loans in the Provisional Portfolio and the Mortgage Current Balance of the Mortgage Loans will be identical to the Mortgage Current Balance of the Provisional Portfolio;
- (e) no Security Realisation Notice has been or is served on the Issuer and no Note Event of Default has occurred or occurs;
- (f) no Mortgage Borrowers are offered and accept different mortgage products by the Legal Title Holder and there is no breach of any Mortgage Warranty;
- (g) the Security is not enforced and no Acceleration Date is occurs;
- (h) all of the Mortgages are and continue to be fully performing;
- (i) the ratio of the Note Initial Principal Amount of:
 - the A Notes to the aggregate Mortgage Current Balance of the Portfolio as at the Portfolio Cut-Off Date is 71.50%;
 - the B Notes to the aggregate Mortgage Current Balance of the Portfolio as at the Portfolio Cut-Off Date is 5.50%;
 - the C Notes to the aggregate Mortgage Current Balance of the Portfolio as at the Portfolio Cut-Off Date is 3.50%;
 - the D Notes to the aggregate Mortgage Current Balance of the Portfolio as at the Portfolio Cut-Off Date is 3.00%;
 - the E Notes to the aggregate Mortgage Current Balance of the Portfolio as at the Portfolio Cut-Off Date is 2.50%;
 - the F Notes to the aggregate Mortgage Current Balance of the Portfolio as at the Portfolio Cut-Off Date is 2.00%;
 - the RF Notes to the aggregate Mortgage Current Balance of the Portfolio as at the Portfolio Cut-Off Date is 1.43%;
 - the Z1 Notes to the aggregate Mortgage Current Balance of the Portfolio as at the Portfolio Cut-

Off Date is 5.50%; and

the Z2 Notes to the aggregate Mortgage Current Balance of the Portfolio as at the Portfolio Cut-Off Date is 1.50%;

- (j) (1) the ECB rate remains at a rate of 2.400% per annum, (2) 1 month EURIBOR remains at a rate of 1.991% per annum, (3) the United Kingdom Bank of England Base Rate remains at a rate of 4.250% per annum, (4) all Mortgage Variable Rate Loans pay interest based on their Mortgage Interest Rate as at the Portfolio Cut-Off Date, and (5) all Mortgage Fixed Rate Loans which revert from a fixed rate to a variable rate revert to a 6.150% per annum Mortgage Interest Rate;
- (k) the Mortgage Loans which, at the Portfolio Cut-Off Date, are past their maturity date have a remaining term that is the greater of 1 month and that implied by extending their maturity date by 120 months;
- (l) potential write-off amounts are assumed to have no cash flow;
- (m) the Notes are issued on or about 27 October 2025;
- (n) all of the Mortgage Loans in the Portfolio are sold to the Issuer for value as at the Portfolio Cut-Off Date, therefore the accrual of cash flows starts at the Portfolio Cut-Off Date;
- (o) the statistical calculation date all of the Mortgage Loans in the Portfolio is 31st May 2025 and the Portfolio Cut-Off Date (for these purposes) is 30th September 2025, and as such the remaining term of those Mortgage Loans are adjusted by 4 months;
- (p) all transaction related senior fees and expenses other than those described in EAL Modelling Assumptions (r), (s) and (t) are assumed to be EUR 140,000 per annum (inclusive of VAT) calculated on a 30/360 basis, adjusted for the short period in the first Payments Date;
- (q) amounts credited to the Transaction Account have a yield of 0% per annum;
- (r) the Mortgage Administrator Senior Fee is 0.27% per annum of the aggregate Mortgage Current Balance of all of the Mortgage Loans in the Portfolio and the Mortgage Administrator Junior Incentive Fee is EUR 0;
- (s) the LTH Strategic Management Services Fee referred to in 9.2 *Mortgage Administrator fees definitions* is 0.04% per annum of the aggregate Mortgage Current Balance of all of the Mortgage Loans in the Portfolio;
- (t) the reporting and compliance fee referred to in 9.2 *Mortgage Administrator fees definitions* is 0.05% per annum of the aggregate Mortgage Current Balance of all of the Mortgage Loans in the Portfolio;
- (u) the Portfolio Overcollateralisation Amount is 5.00% of the aggregate Note Initial Principal Amount of the Collateralised Notes;
- (v) the weighted average lives are calculated on an ACT/360 basis;
- (w) the Available Principal Funds do not include any amounts other than the amounts which are referred to as being credited to the Payments Revenue Ledger in 19.10 *Payments Date procedures* or 19.12 *Revenue Priority of Payments*;
- (x) the Available Revenue Funds do not include any amounts other than the amounts which are referred to as being credited to the Payments Revenue Ledger in 19.10 *Payments Date procedures*;
- (y) the Principal Deficiency Record Opening Amount is €21,467,152; and
- (z) payments related to the Hedge Cap Transaction are calculated on an ACT/365 basis.

EAL Modelling Assumption (a) reflects the current intention of the Issuer but no assurance can be given that such assumption will occur as described.

EAL Modelling Assumption (b) is stated as an average annualised repayment rate as the repayment rate for one Interest Period may be substantially different from that for another. The CPRs shown above and below are purely illustrative and do not represent the full range of possibilities for CPRs.

EAL Modelling Assumptions (b) to (h) (inclusive), (j), (k), (l), (p), (q) and (r) relate to circumstances which are not predictable.

The average lives of the Notes are subject to factors largely outside the control of the Issuer and consequently there is no assurance that the EAL Modelling Assumptions will prove in any way to be

realistic. In particular, the diverse remaining terms to maturity of the Mortgages in the Portfolio could produce slower or faster principal distributions than the lives indicated in the tables at the various percentages of CPR specified, even if the weighted average remaining term to maturity of the Mortgages in the Portfolio is assumed. The CPRs shown in the tables below are purely illustrative and do not represent the full range of possibilities for constant annual rates of prepayment and do not purport to be either an historical description of the prepayment experience of any pool of mortgage loans or a prediction of the expected rate of prepayment of any mortgage loans, including the Mortgages to be included in the Portfolio. The calculated hypothetical estimated average lives of the Notes must be viewed with considerable caution and not be relied upon for any purpose.

For more information in relation to the risks involved in the use of the above hypothetical estimated average lives see 4.1.11 *Yield to maturity and prepayment of Notes is variable and unpredictable*.

16.2 Estimated average life tables

The following tables illustrate some hypothetical estimated average lives of the Rated Notes calculated by reference to the indicated assumed CPRs and on the basis of the EAL Modelling Assumptions:

16.2.1 Hypothetical estimated average lives of the Rated Notes (in years) – With early redemption on the Step-up Date

Class of Notes	0% CPR	2% CPR	4% CPR	6% CPR	8% CPR	10% CPR
A Notes	2.37	2.28	2.18	2.08	1.99	1.90
B Notes	3.04	3.04	3.04	3.04	3.04	3.04
C Notes	3.04	3.04	3.04	3.04	3.04	3.04
D Notes	3.04	3.04	3.04	3.04	3.04	3.04
E Notes	3.04	3.04	3.04	3.04	3.04	3.04
F Notes	3.04	3.04	3.04	3.04	3.04	3.04

16.2.2 Hypothetical estimated average lives of the Rated Notes (in years) – Without early redemption on the Step-up Date and without early redemption on the Clean-up Date

Class of Notes	0% CPR	2% CPR	4% CPR	6% CPR	8% CPR	10% CPR
A Notes	4.27	3.68	3.22	2.85	2.55	2.31
B Notes	10.74	9.50	8.41	7.51	6.77	6.14
C Notes	11.92	10.53	9.43	8.44	7.62	6.93
D Notes	12.82	11.38	10.20	9.23	8.33	7.58
E Notes	13.67	12.21	10.94	9.90	9.02	8.21
F Notes	14.38	12.87	11.60	10.51	9.60	8.79

17. Note Base Conditions

The conditions applied to the Notes by the Note Trust Deed will comprise the following Note Base Conditions except to the extent amended, varied, disappplied and supplemented as indicated in the Note Specified Terms set out in 6.1 *Note Specified Terms*:

1. Interpretation

1.1 Definitions

In the Note Conditions:

Acceleration Date has the meaning indicated in the Payments Rules.

Actual/360 means the actual number of days in the Interest Period divided by 360.

Amounts Due has the meaning indicated in the Payments Rules.

Business Day means a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in London, Dublin and Luxembourg which is a day on which TARGET2 is open for the settlement of payments in EUR.

Cash Administrator means at any time the person that is the Cash Administrator under the Cash Administration Agreement at that time, being at the Closing Date U.S. Bank Global Corporate Trust Limited a limited company registered in England and Wales having the registration number 05521133 and a registered address of 125 Old Broad Street, Fifth Floor, London, EC2N 1AR, United Kingdom.

Cash Administration Agreement means the Cash Administration Agreement entered into in relation to the Transaction on the Closing Date between the Issuer, the Cash Administrator, the Framework Administrator and the Security Trustee in relation to the Transaction.

Closing Date has the meaning indicated in the Note Specified Terms.

Class means a class of Notes indicated in 6.1.2 *Classes of Notes* in the Note Specified Terms.

Day Count Fraction means in relation to the calculation of interest for an Interest Period in respect of a Class of Notes, the result of applying, in respect of that Interest Period, the calculation indicated in 6.1.9 *Interest accrual method* in the Note Specified Terms.

English Security Deed means the English Security Deed entered into on or about the Closing Date between the Issuer and the Security Trustee.

EU Credit Rating Agencies Regulation means Regulation (EC) No. 1060/2009, together with official supplementary measures, as amended, varied, superseded or substituted from time to time and any relevant binding technical standards, regulations, instruments, rules, policy statements, guidance, transitional relief or other implementing measures in relation thereto by any official body of the European Union, in each case as in force, interpreted and applied as at that time.

EUR, € or euro are references to the single currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty of Rome of 25 March 1957, as amended from time to time.

EURIBOR means in relation to a Note or Class of Floating Rate Notes in relation to an Interest Period, the Reference Rate determined for that Class of Floating Rate Notes in relation to that Interest Period in accordance with Note Base Condition 5.3 *Reference Rate*.

EURIBOR Banks means in relation to the Reference Rate, four major banks in the EURIBOR Market which the Issuer (as approved by the Framework Administrator) may appoint from time to time in accordance with Note Base Condition 5.3(f) *EURIBOR Banks*.

EURIBOR Financial Centre means in relation to the Reference Rate the principal financial centre for EUR.

EURIBOR Market means in relation to determination of the Reference Rate that will apply for an Interest Period in relation to Notes, the Euro-zone interbank market for EUR deposits, or, if a Reference Rate Modification has become effective for those Notes, such other market as is specified in that Reference Rate Modification to apply to the determination of the Reference Rate Replacement in relation to those Notes.

EURIBOR Screen means in relation to determination of the Reference Rate in relation to an Interest Period:

- (a) if no Reference Rate Modification has become effective, Reuters Screen page EURIBOR01 or Bloomberg Screen EUR0001M (or such replacement page on the Reuters or, as applicable, Bloomberg service which displays the information) or, if that service ceases to display the information, such other screen service as may be selected by the Issuer; or
- (b) if a Reference Rate Modification has become effective, such other source as is specified in that Reference Rate Modification to apply to the determination of the Reference Rate Replacement.

Euro-zone means at any time the region comprised of the member states of the European Union that at that time use the single currency in accordance with the Treaty of Rome of 25 March 1957, establishing the European Community, as amended from time to time.

EUWA means the European Union (Withdrawal) Act 2018, as amended by the European Union (Withdrawal Agreement) Act 2020, as amended, varied, superseded or substituted from time to time.

FATCA means:

- (a) sections 1471 to 1474 of the United States Internal Revenue Code of 1986, as amended, or any regulations thereunder or any official interpretations thereof;
- (b) any treaty, law or regulation (or official interpretations thereof) of any other jurisdiction, or relating to an intergovernmental agreement between the United States and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or
- (c) any agreement pursuant to any treaty, law or regulation referred to in paragraphs (a) or (b) above with the United States Internal Revenue Service, the United States government or any governmental or taxation authority in any other jurisdiction.

Final Maturity Date means in relation to a Class of Notes or a Note in a Class, the date indicated in relation to that Class of Notes 6.1.14 *Final Maturity Date* in the Note Specified Terms.

Fixed Rate means, in relation to a Fixed Rate Note in a Class at any time, the Interest Rate applicable to that Fixed Rate Note at that time.

Fixed Rate Note means at any time a Note in a Class that is indicated in 6.1.7 *Interest Rate* in the Note Specified Terms as having an Interest Rate which is a fixed rate at that time.

Floating Rate means, in relation to a Floating Rate Note in a Class at any time, the Interest Rate applicable to that Floating Rate Note at that time.

Floating Rate Note means at any time a Note in a Class that is indicated in 6.1.7 *Interest Rate* in the Note Specified Terms as having an Interest Rate which is a floating rate at that time.

Framework Administrator means at any time the person(s) who is the Framework Administrator under the Framework Administration Agreement at that time, being at the Closing Date Porta Falsa DAC a designated activity company incorporated under the laws of Ireland (Companies Registration Office number 786649), having its registered office at 8-34 Percy Place, Percy Exchange, Dublin 4, D04 P5K3, Ireland.

Framework Administration Agreement means the Framework Administration Agreement and entered into on the Closing Date between the Issuer, the Framework Administrator and the Security Trustee in relation to the Transaction.

Hedge Rate Modification means in relation to the Hedge Agreement (if any):

- (a) a change of the sources, procedures and methodology to be used to determine the rate (including, for the avoidance of doubt, the floating rate option and any spread rate) used to calculate the amount payable by the relevant Hedge Provider respect of one or more basis rate hedge transactions under that Hedge Agreement where such change is consequential upon the fallback provisions under the Hedge Agreement arising in relation to the reference rate used to calculate the floating rate payments by the Hedge Provider and/or the occurrence of a Reference Rate Modification and, if any, each Interest Margin Modification and solely for the purpose of preserving, so far as reasonably and commercially practicable, the relationship between that rate and the Interest Rates of the Notes following such Reference Rate Modification and, if applicable, each Interest Margin Modification so

as to reflect the relationship that would have applied in the absence of such fallback provisions becoming application and/or the occurrence of that Reference Rate Modification and, if applicable, each Interest Margin Modification; and

- (b) such amendments to that Hedge Agreement and/or the other Transaction Documents as are necessary or advisable in the reasonable judgment of the Issuer to facilitate such change,

which change has become effective upon compliance with the applicable provisions of the Hedge Agreement and/or Note Base Condition 14.1 *Trustee's right of modification* or Note Base Condition 14.3 *Compliance Modification* or, as applicable, which change is proposed under any such Note Base Condition.

Interest Deferral means in relation to a Class of Notes or a Note in a Class at any time, that at that time interest that would otherwise be due and payable on Notes in that Class shall be deferred in the circumstances indicated in 6.1.8 *Interest deferral* in the Note Specified Terms.

Interest Margin means at any time in relation to Notes in a Class, the percentage per annum (if any) indicated in 6.1.7 *Interest Rate* in the Note Specified Terms as being the Interest Margin applicable to that Class at that time or, if an Interest Margin Modification has become effective at that time, such other margin as is specified in that Interest Margin Modification to apply to those Notes in that Class.

Interest Margin Modification means in relation to Notes in a Class, a change of the Interest Margin in respect of such Notes solely in relation to and consequential upon a Reference Rate Modification (which, for the avoidance of doubt, may include specifying sources, procedures and a methodology to be used to calculate the applicable Interest Margin applicable at specified times and/or an increase or a decrease to the Interest Margin or changing it to 0% per annum) and solely for the purpose of preserving, so far as reasonably and commercially practicable, what would have been the expected floating rate of interest applicable to such Notes had no such Reference Rate Modification been effected, which change has become effective under Note Base Condition 14.1 *Trustee's right of modification*, Note Base Condition 14.3 *Compliance Modification* or a Noteholder Extraordinary Resolution or, as applicable, which change is proposed under any such Note Base Condition or proposed Noteholder Extraordinary Resolution.

Interest Period means, in relation to a Note, the period from (and including) a Payments Date in respect of that Note to (but excluding) the next succeeding Payments Date in respect of that Note (except in the case of the first such period, which shall be from (and including) the Closing Date to (but excluding) the first Payments Date in respect of that Note).

Interest Rate means, in relation to Notes in a Class, the Interest Rate indicated in 6.1.7 *Interest Rate* in the Note Specified Terms as being applicable to that Class at that time.

Interest Rate Setting Date means in relation to determination of a Reference Rate in relation to an Interest Period, the first day of that Interest Period or, if a Reference Rate Modification has become effective, such other day as is specified in that Reference Rate Modification to apply to the determination of the Reference Rate Replacement in relation to Notes.

Interest Rate Setting Time means in relation to determination of a Reference Rate, at or about 11.00 a.m. Brussels time or, if a Reference Rate Modification has become effective, such other time as is specified in that Reference Rate Modification to apply to the determination of the Reference Rate Replacement in relation to Notes denominated in the relevant Note Currency.

Interest Rounding Convention means in relation to a figure, unless specified otherwise, such figure rounded, if necessary, to the nearest one-hundred thousandth of a percentage point, 0.000005 being rounded upwards.

Irish Security Deed means the Irish Security Deed entered into on or about the Closing Date between the Issuer and the Security Trustee.

Issuer means Aran Funding 2025-1 DAC, a designated activity company incorporated under the laws of Ireland whose registered number is 793844 and whose registered office is at 38/39 Fitzwilliam Square West, Dublin 2, D02 NX53, Ireland or, as from the time that a substitution occurs as referred to in Note Base Condition 14.9 *Transfer and substitution of Issuer and/or Notes*, the relevant substitute entity.

Listing Institution means in relation to Notes:

- (a) the competent authority indicated in 6.1.23 *Application for Listing*; or

- (b) any other competent authority which has approved the listing of such Notes and/or admitted such Notes to trading from time to time and which is approved for the purposes of the Note Trust Deed relating to such Notes by the Note Trustee.

Local Business Day means in relation to payment to be made by the Principal Paying Agent, a day which:

- (a) is a Business Day; and
- (b) if the payment is to be made in relation to a Global Note, is a day on which the relevant Clearing System is open for business.

Most Senior Tranche has the meaning indicated in 6.1.1 *Constitution of the Notes* in the Note Specified Terms.

Note means a Note issued by the Issuer and constituted by the Note Trust Deed and an entry in the Note Register to which these Note Base Conditions apply and, together with the other Notes, the **Notes**.

Note Additional Provisions means the provisions of the Transfer Regulations, the Payments Rules, the Note Trust Deed, the Note Services Agreement and each Security Document.

Note Basic Terms Modification means a modification of certain terms including, among other things, a modification which would have the effect of:

- (a) changing any date fixed for payment of (as applicable) principal, interest or any other amount in respect of any Class of the Notes (including, for the avoidance of doubt, the Final Maturity Date);
- (b) (except as a result of any Reference Rate Modification) altering the amount of principal or interest or any other amount due on any date in respect of any Class of the Notes;
- (c) (except for any Reference Rate Modification) altering the method of calculating the amount of any payment in respect of any Class of the Notes on any date;
- (d) altering the quorum required at any meeting of Noteholders or majority required to pass a Noteholder Extraordinary Resolution;
- (e) altering the currency in which amounts due in respect of any Class of the Notes are payable;
- (f) altering the relevant Priority of Payments applicable to any Class of the Notes;
- (g) (except in accordance with Note Base Condition 14.9 *Transfer and substitution of Issuer and/or Notes* and Clause 7 *Substitution, transfer and exchange* of the EUFASF Note Trust Terms forming part of the Note Trust Deed) to effect the exchange, conversion or substitution of any Class of the Notes for, or the conversion of such Notes into, shares, bonds or other obligations or securities of the Issuer or any other person or body corporate formed or to be formed;
- (h) restricting the transferability of any Class of the Notes;
- (i) altering the definition of Security Assets; or
- (j) altering the definition of Note Basic Terms Modification.

Note Base Conditions means these Note Base Conditions.

Note Calculation Agent means at any time the person that is the Note Calculation Agent under the Note Services Agreement at that time, being at the Closing Date U.S. Bank Europe DAC a designated activity company registered in Ireland with the Companies Registration Office, registered number 418442 with its registered office at Block F1, Cherrywood Business Park, Cherrywood, Dublin 18, D18 W2X7, Ireland.

Note Calculation Agent Specified Office means the office of the Note Calculation Agent indicated in 6.1.29 *Specified Offices* in the Note Specified Terms or such other office of which prior notice is given under these Note Base Conditions.

Note Conditions means in respect of any Notes, these Note Base Conditions as supplemented and amended in respect of those Notes by the Note Specified Terms applicable to those Notes (in each case applied to those Notes by the Note Trust Deed).

Note Currency means at any time in relation to a Note, the currency in which that Note is denominated at that time.

Note Currency Unit means in relation to a Note, 0.01 in the Note Currency of that Note (for example, if the Note Currency of a Note is EUR, the Note Currency Unit would be EUR 0.01).

Note Deferred Interest Outstanding means in relation to a Note at any time the total amount of interest which has been deferred pursuant to Note Base Condition 5.2(a) *Payment and deferral of Scheduled Interest* and remains outstanding at that time.

Note Initial Principal Amount in relation to a Class of Notes, means the amount specified in relation to that Class in the Note Initial Principal Amount section in the relevant Note Specified Terms and, in relation to a Note, means the amount indicated as such in relation to that Note in the Note Register.

Note Payments Date means in relation to any payment, the due date of that payment or if that due date is not a Local Business Day, the next succeeding Local Business Day.

Note Principal Amount Outstanding means at any time in relation to a Note, the Note Initial Principal Amount of that Note less the aggregate amount of all principal amounts in respect of that Note that have been paid prior to such date.

Note Register means the register maintained by the Note Registrar in relation to the Notes pursuant to the Note Services Agreement.

Note Register Record Date means in connection with any payment, the 15th day before (in the case of Notes in definitive form) or one business day (being for this purpose a day on which the relevant Clearing System is open for business) before the due date for payment of the relevant amount.

Note Registrar means at any time the person that is the Note Registrar under the Note Services Agreement at that time, being at the Closing Date U.S. Bank Europe DAC, a designated activity company registered in Ireland with the Companies Registration Office, registered number 418442 with its registered office at Block F1, Cherrywood Business Park, Cherrywood, Dublin 18, D18 W2X7, Ireland.

Note Registrar Specified Office means the office of the Note Registrar indicated in 6.1.29 *Specified Offices* in the Note Specified Terms or such other office of which prior notice is given under these Note Base Conditions.

Note Services Agreement means the Note Services Agreement entered into on the Closing Date between the Issuer, the Principal Paying Agent, the Note Calculation Agent, the Cash Administrator, the Note Registrar, the Framework Administrator, the Note Trustee and the Security Trustee in relation to the Transaction.

Note Specified Terms means in relation to Notes section 6.1 *Note Specified Terms* in the Prospectus.

Note Trust Deed means the Note Trust Deed entered into on the Closing Date between the Issuer, the Note Trustee and the Security Trustee which applies these Note Base Conditions to the Notes.

Note Trustee Appointee means any delegate, agent, nominee, custodian, attorney or manager appointed by the Note Trustee pursuant to the provisions of the Transaction Documents.

Note Trustee Specified Office means the office of the Note Trustee indicated in 6.1.29 *Specified Offices* in the Note Specified Terms or such other office of which prior notice is given under these Note Base Conditions.

Note Trustee means at any time the person(s) who is/are the Note Trustee under the Note Trust Deed at that time, being at the Closing Date U.S. Bank Trustees Limited a limited liability company incorporated under the laws of England and Wales whose registered number is 02379632 with its registered office at 125 Old Broad Street, Fifth Floor, London EC2N 1AR, United Kingdom.

Note WAC Additional Amount means in relation to a WAC Note at any time an additional amount which, at or before that time, has accrued in relation to that WAC Note under Note Base Condition 5.1(c) *Accrual of Note WAC Additional Amounts*.

Note WAC Amount Outstanding means in relation to a WAC Note at any time the total of the Note WAC Additional Amounts which, at or before that time, have accrued in relation to that WAC Note less the total amounts paid in respect of that WAC Note, at or before that time, under Note Base Condition 5.2(d) *Payment of Note WAC Amount Outstanding*.

Noteholder in relation to a Note at any time means the person in whose name such Note is registered at that time in the Note Register (or, in the case of a joint holding, the first named person).

outstanding means, in relation to any Class of Notes, all the Notes in such Class which have been issued other than:

- (a) those Notes which have been redeemed in full in accordance with the relevant Note Conditions;
- (b) those Notes in respect of which the date for redemption in accordance with the relevant Note Conditions has occurred and the redemption moneys wherefore (including premium, if any, and all interest (howsoever described) accrued thereon to the date for such redemption) have been duly paid to the Security Trustee, the relevant Note Trustee, the relevant Principal Paying Agent or the relevant Note Registrar as provided in the relevant Note Services Agreement (and, where appropriate, notice has been given to the Noteholders in respect of such Notes) and remain available for payment in respect of such Notes;
- (c) those Notes in respect of which claims have become prescribed in accordance with the relevant Note Conditions;
- (d) those Notes which have been purchased by the Issuer; and
- (e) those Notes which have been cancelled under the relevant Note Conditions,

provided that for each of the following purposes, namely:

- (1) the quorum, right to attend and vote at any meeting of the Noteholders of any Class or Classes thereof;
- (2) passing or making a Noteholder Resolution (whether made in writing, by Electronic Consent and/or at a meeting) of the Noteholders of any Class or Classes thereof;
- (3) any direction or request by the Noteholders or any Class or Classes thereof;
- (4) the determination of how many and which such Notes are for the time being outstanding for the purposes of the Note Trust Deed (including, without limitation, provision relating to meetings of Noteholders), the Security Intercreditor Deed, the Note Services Agreement and the relevant Note Conditions;
- (5) any discretion, power or authority (whether vested by operation of law or contained in the Note Trust Deed, the Security Documents, the Note Services Agreement and the relevant Note Conditions) which the Security Trustee, the Note Trustee, the Note Registrar, the Principal Paying Agent and/or the Cash Administrator is required, expressly or impliedly, to exercise in or by reference to the interests of any of the Noteholders or any Class or Classes thereof; and
- (6) the determination by the Security Trustee and/or the Note Trustee whether any event, circumstance, matter or thing (including, without limitation, a Note Event of Default) is, in its opinion, materially prejudicial to the interests of the Noteholders or any Class or Classes thereof,

those Notes (if any) shall be deemed not to remain outstanding in the circumstances indicated in the *Disenfranchisement* section in the Note Specified Terms.

Payee means in relation to a Note, the person listed at the close of business on the Note Register Record Date in the Note Register as the Noteholder of that Note.

Payee Permitted Account means, a EUR account maintained by the payee with a bank in a city in which banks have access to the TARGET2 system.

Payee Record Address means in connection with any payment, the address shown as the address of the Payee in the Note Register at the close of business on the relevant Note Register Record Date.

Payments Date has the meaning indicated in the *Payments Rules* section in the Prospectus.

Payments Rules has the meaning indicated in the *Payments Rules* section in the Prospectus.

Principal Paying Agent means at any time the person that is the Principal Paying Agent under the Note Services Agreement at that time, being at the Closing Date U.S. Bank Europe DAC a designated activity company registered in Ireland with the Companies Registration Office, registered number 418442 with its registered office at Block F1, Cherrywood Business Park, Cherrywood, Dublin 18, D18 W2X7, Ireland.

Principal Paying Agent Specified Office means the office of the Principal Paying Agent indicated in 6.1.29 *Specified Offices* in the Note Specified Terms or such other office of which prior notice is given under these Note Base Conditions.

Priority of Payments has the meaning indicated in the *Payments Rules*.

Prospectus means the prospectus published by the Issuer and formally approved by the Financial Conduct Authority as competent authority under the UK Prospectus Regulation prior to the Closing Date in connection with the issuance of the Notes.

Qualified Institutional Buyers means qualified institutional buyers as defined in Rule 144A.

Reference Creditor has the meaning indicated in 6.1.5 *Reference Creditor* in the Note Specified Terms.

Reference Rate means in relation to a Class of Notes which are Floating Rate Notes, EURIBOR where 'EURIBOR' is indicated in 6.1.7 *Interest Rate* in the Note Specified Terms as being the Reference Rate in respect of those Floating Rate Notes.

Reference Rate Modification means:

- (a) a change of the sources, procedures and methodology to be used to calculate the Reference Rate in respect of Notes to the Reference Rate Replacement; and
- (b) such amendments to the Note Conditions and/or Transaction Documents as are necessary or advisable in the reasonable judgment of the Issuer to facilitate such change,

which have become effective under Note Base Condition 14.1 *Trustee's right of modification*, Note Base Condition 14.3 *Compliance Modification* or a Noteholder Extraordinary Resolution or, as applicable, which change is proposed under any such Note Base Condition or proposed Noteholder Extraordinary Resolution.

Reference Rate Modification Certificate means a certificate delivered under Note Base Condition 14.3(g) *Change to Reference Rate etc.*.

Reference Rate Official Body means in respect of a relevant benchmark:

- (a) the central bank for the currency in which that benchmark is denominated;
- (b) any central bank or other supervisory authority which is responsible for supervising that benchmark and/or the administrator of that benchmark;
- (c) a group of those central banks or other supervisory authorities (including the Financial Stability Board); or
- (d) any working group or committee sponsored by, chaired or co-chaired by, approved by, or constituted at the request of:
 - (1) the central bank for the currency in which that benchmark is denominated; and/or
 - (2) any central bank or other supervisory authority which is responsible for supervising that benchmark and/or the administrator of that benchmark; and/or
 - (3) a group of those central banks or other supervisory authorities (including the Financial Stability Board).

Reference Rate Replacement means at any time a rate calculated or, as applicable, to be calculated, using the sources, procedures and methodology specified in the relevant Reference Rate Modification Certificate.

Reference Rate Quotation Period means in relation to determination of a Reference Rate that will apply for an Interest Period:

- (a) (where the Note Specified Terms specify that an interpolation shall apply to determine the Reference Rate for that Interest Period) each period that the *Interest Rate* section in the Note Specified Terms indicates shall be used in such calculation; or
- (b) (in any case where the Note Trustee or Security Trustee causes an Interest Period to be shortened or extended) each period (and, if applicable, interpolation) notified by the Note Trustee or Security Trustee to the Note Calculation Agent and the Issuer to be used for the determination of that Reference Rate;
- (c) (in any other case) the period indicated in relation to the description of the Reference Rate applicable to the relevant Class in the *Interest Rate* section in the Note Specified Terms (for example, if such description is '3 month EURIBOR' then such period is 3 months),

or, if a Reference Rate Modification has become effective, such other period as is specified in that Reference Rate Modification to apply to the determination of the Reference Rate Replacement that will apply for an Interest Period.

Reg S means Regulation S under the U.S. Securities Act.

Reg S Distribution Compliance Period means, with respect to any Reg S Notes, the period prior to the first Business Day that is 40 days after the later of the commencement of the offering of such Reg S Notes and the Closing Date relating to such Reg S Notes.

Reg S Notes means at any time Notes which are not Rule 144A Notes at that time.

Residual Rate means, in relation to a Residual Rate Note in a Class at any time, the Interest Rate applicable to that Residual Rate Note at that time.

Residual Rate Note means at any time a Note in a Class that is indicated in 6.1.7 *Interest Rate* in the Note Specified Terms as having an Interest Rate which is a residual rate at that time.

RMBS Comparable Transaction means at any time a public residential mortgage backed securities transaction where the initial issue date has occurred within 18 months prior to that time and where the relevant prospectus, approved by the applicable listing authority or regulated market administrator and prepared for the initial public offering of those RMBS Securities, indicates that it includes RMBS Securities and all of the relevant residential mortgages are either owner occupier mortgages and/or buy to let mortgages and are secured upon residential properties located in Ireland.

RMBS Securities means EUR denominated floating rate residential mortgage backed securities which are listed in London or Dublin and publicly rated 'AA-' or higher by S&P, 'AA-' or higher by Fitch, 'Aa3' or higher by Moody's or 'AA-' or higher by KBRA.

Rule 144A means Rule 144A under the U.S. Securities Act.

Rule 144A Notes means at any time Notes which:

- (a) are in a Class in respect of which 'Rule 144A' is indicated in the '*US Classification*' column in the table in 6.1.2 *Classes of Notes* in the Note Specified Terms; and
- (b) are required to be held by or for the account of Qualified Institutional Buyers (as beneficial owners) at that time.

Securitisation Framework means:

- (a) Regulation (EU) 2017/2402 of the European Parliament and of the Council of 12 December 2017 (as amended before, and in force on, the Closing Date, excluding any national measures by any member state of the EU and the associated Regulation (EU) 2017/2401 (including, without limitation, subordinate legislation regulatory technical standards); and
- (b) the Securitisation Regulations 2024 (SI 2024/102), as amended, the Securitisation Part of the rulebook of published policy of the Prudential Regulation Authority of the Bank of England and the securitisation sourcebook of the FCA Handbook (including, without limitation, subordinate legislation regulatory technical standards).

Security means at any time the security interests subsisting at such time which were created by the Issuer in favour of the Security Trustee under or pursuant to the Security Documents.

Security Documents means the Irish Security Deed, the English Security Deed, the Security Intercreditor Deed and each Security Supplemental Deed.

Security Intercreditor Deed means the Security Intercreditor Deed entered into on the Closing Date between, among others, the Issuer, the Framework Administrator, and the Security Trustee in relation to the Transaction.

Security Interest means any mortgage or sub-mortgage, fixed or floating charge or sub-charge, pledge, lien, assignment or assignation by way of security or subject to a proviso for redemption, encumbrance, hypothecation, retention of title, or other security interest whatsoever howsoever created or arising and its equivalent or analogue whatever called in any other jurisdiction, and any agreement or arrangement having substantially the same economic or financial effect as any of the foregoing (including any hold back or flawed asset arrangement) and any agreement, whether conditional or otherwise to create or grant any of the same.

Security Supplemental Deed means at any time each document entered into by the Issuer at or before that time pursuant to the Irish Security Deed and/or the English Security Deed by which the Issuer grants or creates additional security interests in favour of the Security Trustee.

Security Trustee means at any time the person(s) who is/are the Security Trustee under the Security Documents at that time, being at the Closing Date U.S. Bank Trustees Limited a limited liability company incorporated under the laws of England and Wales whose registered number is 02379632 with its registered office at 125 Old Broad Street, Fifth Floor, London EC2N 1AR, United Kingdom.

Security Trustee Appointee means any delegate, agent, nominee, custodian, attorney or manager appointed by the Security Trustee pursuant to the provisions of the Transaction Documents.

Security Trustee Specified Office means the office of the Security Trustee indicated in 6.1.29 *Specified Offices* in the Note Specified Terms or such other office of which prior notice is given under these Note Base Conditions.

TARGET2 means the Trans-European Automated Real-time Gross Settlement Express Transfer payment system (which utilises a single shared platform and which was launched on 19 November 2007).

Transaction means the transaction described in the Prospectus.

Transfer Form means a document substantially in the form set out in a Schedule to the Note Trust Deed or in such other form as the Issuer and the Note Registrar may agree.

Transfer Regulations means the regulations comprising the provisions set out in section 25 *Transfer Regulations* of the Prospectus (as at the Closing Date) subject to any amendments, supplements or disapplications specified in the Note Specified Terms, or as agreed from time to time between the Issuer, the Note Trustee and the Note Registrar.

UK Credit Rating Agencies Regulation means Regulation (EC) No. 1060/2009 together with each official supplementary measures (including, without limitation, technical standards and delegated regulations) published in relation thereto by any official body of the United Kingdom, in each case as in force, interpreted and applied as at that time (without taking into account any corresponding national measures), as it and they form part of domestic law in the United Kingdom by virtue of the EUWA.

U.S. Exchange Act means the United States Securities Exchange Act of 1934, as amended.

U.S. Investment Company Act means the United States Investment Company Act of 1940, as amended.

U.S. Person means a U.S. person as defined in Reg S.

U.S. Securities Act means the United States Securities Act of 1933, as amended,

1.2 Expressions defined in the Note Specified Terms

Expressions defined in the Note Specified Terms shall have the same meaning in the Note Conditions except as expressly provided in the Note Conditions or the context otherwise requires.

1.3 Standard Interpretation Provision

Clause 1 of the Framework Terms (which sets out definitions and interpretation provisions) referred to in the Note Trust Deed will apply for the purposes of interpretation of the Note Conditions except as expressly provided in the Note Conditions or the context otherwise requires.

1.4 Standard Security Creditor Provision

The Standard Security Creditor Provision (as defined in the Framework Terms) applies to the Note Conditions as if set out in this Note Base Condition 1.4 *Standard Security Creditor Provision*.

2. Constitution, form, denomination and title

2.1 Constitution

Each Note is constituted and issued by the Issuer under the Note Trust Deed and an entry in the Note Register and each Note is subject to, and each Noteholder is bound by, and is deemed to have notice of, all the Note Additional Provisions (including, without limitation, in respect of:

- (a) provisions in the Note Additional Provisions relating to meetings of Noteholders and the passing of resolutions by Noteholders;

- (b) the powers of the Note Trustee and Security Trustee under the Note Additional Provisions to agree modifications to Transaction Documents and grant waivers and consents; and
- (c) the protections, limits of liability and indemnities given to the Note Trustee and Security Trustee in the Note Additional Provisions).

Each Noteholder is bound by, and is deemed to have notice of, all the provisions of the Transaction Documents.

The Issuer shall procure that copies of each of the Note Additional Provisions are available for inspection during normal business hours at the Note Trustee Specified Office, Security Trustee Specified Office and Note Registrar Specified Office. Copies of the Transaction Documents (excluding any schedules containing personal information) are available for inspection by Noteholders during normal business hours at the registered office of the Issuer, the initial registered office of which is set out below.

Each Note is a separate debt of the Issuer and may be transferred separately from any other Note.

2.2 Form

Each Note is and will be in registered form.

2.3 Denominations and permitted holdings

The Notes in each Class are issued, and separate registered holdings of the Notes in a Class shall be held, in any denomination where the aggregate Note Initial Principal Amount of such holding of Notes complies with the applicable denomination requirements indicated in 6.1.28 *Minimum Denomination* in the Note Specified Terms (each denomination which complies with those requirements being a **Note Authorised Denomination**).

The Note Initial Principal Amount of each Note will be recorded in the Note Register.

2.4 Effect of entries in the Note Register

Each entry in the Note Register in respect of a Note constitutes:

- (a) to the fullest extent permitted by applicable law, sufficient and conclusive evidence to all persons and for all purposes that the person in whose name such Note is registered in the Note Register is the absolute registered owner of that Note regardless of any notice to the contrary, any notice of ownership, theft or loss, or of any trust or other interest in that Note or of any writing on that Note (other than a valid Transfer Form duly completed and executed by the then current Noteholder);
- (b) for the benefit of the person in whose name such Note is so registered, a separate and individual acknowledgement by the Issuer of its indebtedness to that person and of the vesting in such person of all rights vested in a Noteholder by the Note Trust Deed, the Note Conditions and the Security Documents; and
- (c) an unconditional and irrevocable undertaking and promise by the Issuer to the person in whose name such Note is so registered that, for value received, the Issuer shall make all payments of (in the case of such Note) principal and interest in respect of that Note, in each case in accordance with the Note Trust Deed, the Note Conditions and the Security Documents.

In relation to each Noteholder, by subscribing for or taking a transfer of a Note or for such Noteholder being entered on the Note Register or for any other consideration, such Noteholder agrees to be bound by the terms and conditions applicable to the Notes.

2.5 Title and transfers

- (a) **Registration required to transfer title**
Title to a Note passes by registration in the Note Register and no transfer of a Note will be valid or effective unless and until the relevant entries in respect of such transfer are entered on the Note Register.
- (b) **Transfer Regulations apply to transfers**
Transfers of interests in the Notes and entries on the Note Register relating to the Notes may be made subject, in each case, to compliance with the Transfer Regulations.
- (c) **Changes to the Transfer Regulations**
The Transfer Regulations may be changed by the Issuer with the prior written approval of the Note Trustee and the Note Registrar.

(d) **Provision of copies of the Transfer Regulations**

A copy of the then current Transfer Regulations will be sent by the Note Registrar to any Noteholder who so requests.

2.6 **Certificates**

- (a) No definitive registered certificates or other evidence of title will be issued in respect of a Note unless the Issuer determines that certificates should be made available as required by law or certificates are specifically requested by the relevant Noteholder and specifically agreed to between the Issuer and such Noteholder.
- (b) Any such certificates (if and when issued) will be evidence of entitlement only.
- (c) In the event of any inconsistency between a definitive registered certificate or other evidence of title and an entry in the Note Register, the entry in the Note Register will always govern.

2.7 **Global Notes**

Except to the extent indicated otherwise in the Note Specified Terms, all Notes in a Class will be and will remain registered in the name of the person (being, in the case of Notes, the **Global Noteholder**) nominated and/or appointed by the relevant Clearing System(s) as common safekeeper, common depositary, custodian and/or nominee for the clearing system(s) applicable to such Class (each a **Clearing System**) as indicated in the *Clearance / settlement* section in the Note Specified Terms throughout the period from (and including) the Closing Date relating to such Notes to the date (if any) upon which such Notes are transferred from the relevant Global Noteholder pursuant to Note Base Condition 2.8 *Removal of Notes from Clearing Systems*).

For so long as any of the Notes are represented by a Global Note, transfers and exchanges of beneficial interests in such Global Note and entitlement to payments under such Global Note will be effected subject to and in accordance with the rules and procedures from time to time of the applicable Clearing System(s).

Each Note is a **Global Note** throughout the period in which it is registered in the name of a Global Noteholder as common safekeeper, common depositary, custodian and/or nominee for or on behalf of a Clearing System. A **Reg S Global Note** is a Global Note representing Reg S Notes in the relevant Clearing System(s) (the relevant **Reg S Clearing System**) and a **Rule 144A Global Note** is a Global Note representing Rule 144A Notes in the relevant Clearing System(s) (the relevant **Rule 144A Clearing System**). Throughout each period (if any) in which a Note is not represented by a Global Note, it will be in the form of a definitive note (each a **Definitive Note**).

Unless and until Notes cease to be Global Notes in respect of a Class pursuant to Note Base Condition 2.8 *Removal of Notes from Clearing Systems* each Global Note registered in the name of a Global Noteholder may not be transferred except:

- (a) (in the case of Notes) to reduce the Note Principal Amount Outstanding of a Global Note relating to a Class held in a Clearing System and to increase the Note Principal Amount Outstanding of the corresponding Global Note of the same Class held in another Clearing System as provided in the Transfer Regulations, and
- (b) as a whole where the relevant Clearing System requires such Global Note to be transferred to a different person to act as Global Noteholder for that Clearing System or to a successor of that Clearing System.

2.8 **Removal of Notes from Clearing Systems**

If in relation to any Global Note in respect of a Class:

- (a) any Clearing System relating to such Class:
 - (1) is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise); or
 - (2) has notified the Issuer that it is at any time unwilling or unable to continue as a Clearing System in respect of the relevant Global Note; or
 - (3) announces an intention permanently to cease business as a clearing system; or
 - (4) in fact ceases to, or be able to, operate as a clearing system,

and, in any such case, a successor to such Clearing System is not appointed by the Issuer, with the prior written consent of the Note Trustee, within 14 days of such closure, notification or cessation; or

(b) as a result of any amendment to, or change in:

- (1) the laws or regulations of Ireland (or of any political sub-division of Ireland) or of any authority in or of Ireland having power to tax; or
- (2) the interpretation by a revenue authority or a court of, or in the administration of, such laws or regulations,

which becomes effective on or after the Closing Date in relation to any Note, the Issuer, any Principal Paying Agent or any Note Registrar is, or will be, required to make any deduction or withholding from any payment in respect of that Note which would not be required were that Note not a Global Note,

then, within 30 days of the occurrence of the relevant event, but in any event not prior to the expiry of the Reg S Distribution Compliance Period, the Issuer will (at the Issuer's expense) procure that all Notes in such Class are transferred from the relevant Global Noteholder to and registered in the Note Register in the name of the then relevant participants in the Clearing System (or their nominees) in each case in relation to a Note for a Note Initial Principal Amount equal to the Note Initial Principal Amount, notified by the relevant Clearing System to the Note Registrar as then being credited to such participant's account with such Clearing System.

3. Status, Security and Priority of Payments

3.1 Status

Notes within a Class will rank *pari passu* without any preference among each other Note within that Class.

The Notes are obligations solely of the Issuer and are not obligations of, or guaranteed by, any of the other Transaction Parties.

3.2 Security and Priority of Payments

The Notes are secured by the Security in accordance with, and subject to, the terms of the Security Documents and the Payments Rules (including, without limitation, the Priority of Payments).

4. General covenants

So long as any of the Notes remain outstanding, except as envisaged in any of the Transaction Documents, the Issuer will not, without the prior written consent of the Note Trustee:

- (a) create or permit to subsist any mortgage, sub-mortgage, assignment, assignation, standard security, charge, sub-charge, pledge, lien (unless arising by operation of law), hypothecation or other security interest whatsoever upon the whole or any part of its assets, present or future (including any uncalled capital) or its undertaking;
- (b) engage in any activity which is not reasonably incidental to any of the activities which the Transaction Documents provide or envisage that the Issuer will engage in;
- (c) open nor have any interest in any account whatsoever with any financial institution other than the Issuer Accounts or LTH Accounts save where such account is immediately charged in favour of the Security Trustee so as to form part of the Security and the Security Trustee receives from such financial institution an acknowledgement of the security rights and interests of the Security Trustee and an agreement that it will not exercise any right of set off it might otherwise have against the account in question;
- (d) have any subsidiaries, subsidiary undertakings (as defined in the Companies Act 2006) or employees (other than the Issuer's officers) or premises;
- (e) act as a director of or hold any office in any company or other organisation;
- (f) amend, supplement or otherwise modify its Memorandum or Articles of Association or other constitutive documents;
- (g) pay any dividend or make any other distribution to its shareholders or issue any further shares;
- (h) incur or permit to subsist any indebtedness in respect of borrowed money whatsoever or give any guarantee or indemnity in respect of any indebtedness or any obligation of any other person;
- (i) consolidate or merge with any other person or convey or transfer its properties or assets substantially as an entirety to any other person;

- (j) transfer, sell, lend, part with or otherwise dispose of or deal with, or grant any option over any present or future right to acquire, any of its assets or undertaking or any interest, estate, right, title or benefit therein;
- (k) be or apply to become part of any value added tax (VAT) group;
- (l) engage in any activities in the United States (directly or through agents), or derive any income from sources within the United States as determined under U.S. federal income tax laws, or hold any property that would cause it to be engaged or deemed to be engaged in a trade or business within the United States as determined under U.S. federal income tax laws;
- (m) permit any of the Transaction Documents or the Security in respect of the Security Assets to be amended, invalidated, rendered ineffective, terminated, postponed or discharged, or consent to any variation thereof, or exercise any powers of consent or waiver in relation thereto, or permit any party to any of the Transaction Documents or any other person whose obligations form part of the Security in respect of the Security Assets to be released from such obligations, or dispose of any part of the Security Assets; or
- (n) fail to comply with anything indicated in 6.1.30 *Issuer Additional Covenants* in the Note Specified Terms.

5. Interest

5.1 Accrual of interest

(a) Accrual of Scheduled Interest

In respect of each Note, interest (**Scheduled Interest**) shall accrue at the Interest Rate relating to that Note on its Note Principal Amount Outstanding on each day (both before and after judgment) from and including the Closing Date until (but excluding) the earlier of:

- (1) such day as that Note is fully redeemed; or
- (2) if circumstances referred to in Note Base Condition 8.3 *Delays in making payments* occur, such day as that Note would have been fully redeemed had those circumstances not occurred.

(b) Accrual of Additional Interest on deferred interest

In respect of each Note, interest (**Additional Interest**) shall accrue at the Interest Rate relating to that Note on its Note Deferred Interest Outstanding (if any) on each day (both before and after judgment) that such Note Deferred Interest Outstanding is, as at the end of that day, equal to or greater than the Note Currency Unit in relation to that Note but excluding any day where such Note Deferred Interest Outstanding is, as at the end of that day, equal to or greater than the Note Currency Unit in relation to that Note as a result of the occurrence of circumstances referred to in Note Base Condition 8.3 *Delays in making payments*.

For the avoidance of doubt, no additional interest shall accrue on any Note WAC Amount Outstanding in relation to a Note.

(c) Accrual of Note WAC Additional Amounts

In respect of each WAC Note, an additional amount shall accrue in respect of that WAC Note, and shall be added to, and form part of, the Note WAC Amount Outstanding in respect of that WAC Note, in each case at the start of each Payments Scheduled Date where the Scheduled Interest on that WAC Note for the applicable Interest Period in respect of that Payments Scheduled Date is calculated using the WAC Note Interest Capped Rate (instead of using the per annum rate equal to the Reference Rate plus the Interest Margin in relation to that WAC Note for that Interest Period), such additional amount being equal to the result of:

- (1) the amount such Scheduled Interest would have been in respect of that WAC Note for that Interest Period had it been calculated using the per annum rate equal to the Reference Rate plus the Interest Margin in relation to that WAC Note for that Interest Period,
less
- (2) the Scheduled Interest on that WAC Note in respect of that Interest Period calculated using the WAC Note Interest Capped Rate.

5.2 Payment and deferral of interest

(a) Payment and deferral of Scheduled Interest

In relation to each Note, on each Payments Date the Issuer will pay, in the applicable Note Currency, an amount equal to the Interest Amount in respect of such Note for the Interest Period ending on the day immediately preceding such Payments Date, *provided that*, if:

- (1) Interest Deferral is applicable in respect of such Note for such Interest Period;
- (2) an Acceleration Date has not occurred on or before that Payments Date; and
- (3) following the allocation and payments made pursuant to the relevant Priority of Payments on such Payments Date, all or part of such Interest Amount remains unpaid,

then the unpaid amount shall be deferred (and shall be deemed to be not due and payable) and, on and including that Payments Date, such unpaid amount:

- (A) shall be added to, and form part of, the Note Deferred Interest Outstanding in respect of that Note; and
- (B) shall cease to be Scheduled Interest and shall cease to form part of that Interest Amount.

Such Interest Amount, less such unpaid amount (if any) as is deferred, shall become and be due and payable by the Issuer on such Payments Date.

(b) Payment of Note Deferred Interest Outstanding

In relation to each Note, on each Payments Date where:

- (1) an Acceleration Date has not occurred on or before that Payments Date; and
- (2) the funds available at the Priority Level of the relevant Priority of Payments applicable to payment of interest on such Note on such Payments Date exceed the full Interest Amount in respect of that Note (without any part of that Interest Amount being deferred under Note Base Condition 5.2(a) *Payment and deferral of Scheduled Interest*),

the Issuer shall pay, in the applicable Note Currency, the then Note Deferred Interest Outstanding (if any) in respect of that Note to the extent that such funds are sufficient to do so (and the amount that is so payable shall become and be due and payable on that Payments Date).

(c) Payment of Additional Interest

In relation to each Note, on each Payments Date where:

- (1) an Acceleration Date has not occurred on or before that Payments Date; and
- (2) the funds available at the Priority Level of the relevant Priority of Payments applicable to payment of interest on such Note on such Payments Date exceed both:
 - (A) the full Interest Amount in respect of that Note (without any part of that Interest Amount being deferred under Note Base Condition 5.2(a) *Payment and deferral of Scheduled Interest*); and
 - (B) the Note Deferred Interest Outstanding (if any) in respect of that Note,

the Issuer shall pay, in the applicable Note Currency, the then Additional Interest outstanding (if any) in respect of that Note to the extent that such funds are sufficient to do so (and the amount that is so payable shall become and be due and payable on that Payments Date).

(d) Payment of Note WAC Amount Outstanding

In relation to each WAC Note, on each Payments Date where:

- (1) an Acceleration Date has not occurred on or before that Payments Date; and
- (2) the funds available at the Priority Level of the relevant Priority of Payments applicable to payment of Note WAC Amount Outstanding on such WAC Note on such Payments Date exceed EUR 0,

the Issuer shall pay, in the applicable Note Currency, the then Note WAC Amount Outstanding (if any) in respect of that WAC Note to the extent that such funds are sufficient to do so (and the amount that is so payable shall become and be due and payable on that Payments Date).

(e) **Payment of accrued interest from Acceleration Date**

In relation to each Note, on and from the earlier of:

- (1) the Final Maturity Date in relation to that Note; and
- (2) the occurrence of an Acceleration Date,

all Scheduled Interest, all Note Deferred Interest Outstanding, all Note WAC Amount Outstanding and all Additional Interest shall be due and payable (if it is not already due and payable).

5.3 **Reference Rate**

Where the calculation of the Interest Rate for a Class of Floating Rate Notes in relation to an Interest Period involves the Reference Rate, then the Note Calculation Agent will, as soon as practicable after the Interest Rate Setting Time on each Interest Rate Setting Date, determine the then level of the Reference Rate, if a Reference Rate Modification has become effective, in accordance with the sources, methodology and procedures specified in that Reference Rate Modification, or, if a Reference Rate Modification has not become effective, as follows:

(a) **Determination from EURIBOR Screen**

If the Note Calculation Agent can determine the offered rate for deposits in EUR for the Reference Rate Quotation Period appearing on the EURIBOR Screen at, or as soon as practicable after, the Interest Rate Setting Time on that Interest Rate Setting Date, then that offered rate shall be the Reference Rate for that Class of Notes in relation to that Interest Period.

(b) **Determination from EURIBOR Banks**

Where the Note Calculation Agent cannot determine the Reference Rate in accordance with Note Base Condition 5.3(a):

- (1) the Note Calculation Agent will request the principal office in the EURIBOR Financial Centre of each of the EURIBOR Banks to provide its quotation for the rate at which deposits in EUR, in an amount that is representative for a single transaction in that market at that time, for the Reference Rate Quotation Period, are offered by it to prime banks in the EURIBOR Market at, or about, the Interest Rate Setting Time on the Interest Rate Setting Date; and
- (2) if at least two such quotations are received by the Note Calculation Agent, the Reference Rate for that Class of Notes in relation to that Interest Period shall be the arithmetic mean (rounded in accordance with the relevant Interest Rounding Convention) of all the quotations which are received, as calculated by the Note Calculation Agent.

(c) **Determination of Reference Rate from other banks**

If Note Base Condition 5.3(b) applies, but at the relevant time only one or none of such EURIBOR Banks provide the relevant quotations:

- (1) the Note Calculation Agent will request the principal office in the EURIBOR Financial Centre of each of at least three major banks participating in the EURIBOR Market, selected by the Issuer (as approved by the Framework Administrator in its absolute discretion), to provide its quotation for the rate at which deposits in EUR, in an amount that is representative for a single transaction in that market at that time, for the Reference Rate Quotation Period, are offered by it to prime banks in the EURIBOR Market at, or about, the Interest Rate Setting Time on the Interest Rate Setting Date; and
- (2) if at least two quotations are received by the Note Calculation Agent (including each quotation, if any, received under Note Base Condition 5.3(b)), the Reference Rate for that Class of Notes in relation to that Interest Period shall be the arithmetic mean (rounded in accordance with the relevant Interest Rounding Convention) of all the quotations which are received (including each quotation, if any, received under Note Base Condition 5.3(b)), as calculated by the Note Calculation Agent.

(d) **Determination of Reference Rate using previous rate**

If Note Base Condition 5.3(c) applies but insufficient quotations are received, the Reference Rate for that Class of Notes in relation to that Interest Period shall be the Reference Rate most recently determined in relation to Notes having the relevant denomination in relation to a previous Interest Period.

(e) **Interpolation to determine Reference Rate**

Where interpolation is to be used to determine the Reference Rate for an Interest Period, the Reference Rate shall be determined for that Interest Period by the linear interpolation of Reference Rates

determined in the manner indicated in this Note Base Condition 5.3 *Reference Rate* for each of the two periods specified to be interpolated.

(f) **EURIBOR Banks**

The Issuer will procure that, so long as any Note remains outstanding in respect of which the Interest Rate requires the determination of a Reference Rate, there shall at all times be at least four EURIBOR Banks with offices in the relevant EURIBOR Financial Centre.

If any EURIBOR Bank (acting through its relevant office) is unable or unwilling to continue to act as a EURIBOR Bank then the Issuer will use reasonable commercial efforts to appoint another EURIBOR Bank (as approved by the Framework Administrator in its absolute discretion) with an office in the relevant EURIBOR Financial Centre to act as such in its place.

The Issuer reserves the right at any time to terminate the appointment of any EURIBOR Bank provided that a replacement has been appointed prior to the time such termination takes effect.

The Issuer shall cause notice of any such appointment and/or termination to be given to Noteholders as soon as reasonably practicable in accordance with Note Base Condition 16 *Notices*.

5.4 Interest calculations and notifications

(a) **Determination of Interest Rate**

The Note Calculation Agent will in relation to each Class of Notes, as soon as practicable after the Interest Rate Setting Time on each Interest Rate Setting Date in relation to an Interest Period for that Class of Notes, determine the Interest Rate applicable to that Class of Notes for that Interest Period.

(b) **Calculation of Class Scheduled Interest Amount**

In relation to each Class of Notes, the Note Calculation Agent will in relation to each Interest Period applicable to that Class of Notes, on the Payments Calculation Date that occurs after the Interest Rate Setting Date in relation to that Interest Period, determine the **Class Scheduled Interest Amount** for that Class of Notes in relation to that Interest Period, being the result of:

$$\begin{array}{l} \text{Note Principal Amount Outstanding at the} \\ \text{start of that Interest Period (after taking} \\ \text{account of the application of amounts that} \\ \text{were allocated and paid on such day under the} \\ \text{Priority of Payments)} \end{array} \times \begin{array}{l} \text{Interest Rate for that} \\ \text{Class in relation to that} \\ \text{Interest Period} \end{array} \times \begin{array}{l} \text{Day Count} \\ \text{Fraction for that} \\ \text{Interest Period} \end{array}$$

(c) **Calculation of Class Additional Interest Amount**

In relation to each Class of Notes, the Note Calculation Agent will in relation to each Interest Period applicable to that Class of Notes, on the Payments Calculation Date that occurs after the Interest Rate Setting Date in relation to that Interest Period, determine the **Class Additional Interest Amount** for that Class of Notes in relation to that Interest Period, being the result of:

$$\begin{array}{l} \text{Class Note Deferred Interest Outstanding at the} \\ \text{start of that Interest Period (after taking} \\ \text{account of the application of amounts that} \\ \text{were allocated and paid on such day under the} \\ \text{Priority of Payments)} \end{array} \times \begin{array}{l} \text{Interest Rate for that} \\ \text{Class in relation to that} \\ \text{Interest Period} \end{array} \times \begin{array}{l} \text{Day Count} \\ \text{Fraction for that} \\ \text{Interest Period} \end{array}$$

(d) **Calculation of Class Note Deferred Interest Outstanding and Class Note WAC Amount Outstanding**

In relation to each Class of Notes, the Note Calculation Agent will in relation to each Interest Period applicable to that Class of Notes, on the Payments Calculation Date that occurs after the Interest Rate Setting Date in relation to that Interest Period, determine:

- (1) the **Class Note Deferred Interest Outstanding** for that Interest Period, being the aggregate Note Deferred Interest Outstanding in respect of each Note in that Class at the start of that Interest Period (after taking account of the application of amounts to be allocated and paid on the relevant day under the Priority of Payments); and
- (2) if that Class comprises WAC Notes, the **Class Note WAC Amount Outstanding** for the next Payments Date, being the aggregate Note WAC Amount Outstanding in respect of each WAC Note in that Class at the start of that Payments Date (after taking account of any additional amount that will accrue and be added to, and form part of, the Note WAC Amount Outstanding in respect of that WAC Note at the start of that Payments Date pursuant to Note Base Condition 5.1(c) *Accrual of Note WAC Additional Amounts*).

(e) **Calculation of Interest Amount for each Note**

The Note Calculation Agent will in relation to each Class of Notes, as soon as practicable after determining the Class Scheduled Interest Amount for an Interest Period in respect of such Class of Notes, determine on the relevant Payments Calculation Date the **Interest Amount** for each Note in that Class in respect of that Interest Period, by apportioning that Class Scheduled Interest Amount between the Notes in that Class *pro rata* to the Note Principal Amount Outstanding that remained in respect of each Note in that Class as at the first day of that Interest Period (after taking account of the application of amounts to be allocated on that day under the Priority of Payments), rounding each amount so apportioned down to the nearest Note Currency Unit.

(f) **Calculation of Additional Interest Amount for each Note**

The Note Calculation Agent will in relation to each Class of Notes, as soon as practicable after determining the Class Additional Interest Amount for an Interest Period in respect of such Class of Notes, determine on the relevant Payments Calculation Date the **Additional Interest Amount** for each Note in that Class in respect of that Interest Period, by apportioning that Class Additional Interest Amount between the Notes in that Class *pro rata* to the Note Principal Amount Outstanding that remained in respect of each Note in that Class as at the first day of that Interest Period (after taking account of the application of amounts to be allocated on that day under the Priority of Payments), rounding each amount so apportioned down to the nearest Note Currency Unit.

(g) **Notice of Interest Rate, Class interest amounts etc and Payments Date**

Except where an Acceleration Date has occurred, as soon as practicable after each Payments Calculation Date, the Note Calculation Agent will cause the following details to be notified to the Issuer, the Cash Administrator, the Note Trustee, the Principal Paying Agent and the Note Registrar:

- (1) the Interest Rate for each Class of the Notes for the related Interest Period;
- (2) the Class Scheduled Interest Amount for each Class of the Notes for the related Interest Period;
- (3) (if any) the Class Note Deferred Interest Outstanding for each Class of the Notes for the related Interest Period;
- (4) (if any) the Class Note WAC Amount Outstanding for each Class of WAC Notes for the next Payments Date;
- (5) (if any) the Class Additional Interest Amount for each Class of the Notes for the related Interest Period; and
- (6) the Payments Date that follows the end of the related Interest Period.

As soon as reasonably practicable after receiving such notice, the Principal Paying Agent shall cause those details to be published in accordance with Note Base Condition 16 *Notices* and (for as long as the Notes are listed on or with a Listing Institution and the rules of such Listing Institution require) notified to such Listing Institution.

(h) **Publication does not preclude subsequent adjustments**

The relevant details published under Note Base Condition 5.4(g) *Notice of Interest Rate, Class interest amounts etc and* may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice to Noteholders in the event of any extension or shortening of the relevant Interest Period.

(i) **Determination by an appointee**

If the Note Calculation Agent does not at any time for any reason make the relevant determinations and calculations in accordance with Note Base Conditions 5.4(a) to 5.4(f) inclusive (including, where applicable, carry out the procedures indicated in Note Base Condition 5.3) on an Interest Rate Setting Date or, as applicable, a Payments Calculation Date and no alternative arrangement has been made under the Transaction Documents for the making of such determinations and calculations, a person appointed by the Issuer for this purpose (which may be, but is not obliged to be, the Framework Administrator) may determine the relevant amounts and rates to be such amounts and rates as, in its absolute discretion (having such regard as it shall think fit to the procedures described in this Note Base Condition 5 *Interest*), it shall deem fair and reasonable in all the circumstances in the manner provided in this Note Base Condition 5 *Interest* (in each case without that person having any liability as a result) and each such determination of such amounts and rates by that person shall be deemed to have been made by the Note Calculation Agent.

6. Redemption, purchase and cancellation

6.1 Redemption at Final Maturity Date

Except to the extent previously redeemed and cancelled as provided in the Note Conditions, the Issuer shall redeem the Notes in each Class at their Note Principal Amount Outstanding on the Final Maturity Date together with any accrued (and unpaid) interest up to (and including) the Final Maturity Date.

6.2 Mandatory redemption in part

On each Payments Date which occurs prior to an Acceleration Date, to the extent that, in accordance with the application of the Priority of Payments (and the Payments Rules), there are amounts available to be applied in payment of Amounts Due in respect of principal outstanding on that Class of Notes, such amounts shall be and become Amounts Due in respect of such Class of Notes on such Payments Date.

6.3 Optional redemption for taxation and other reasons

(a) Adverse Tax Circumstances

Adverse Tax Circumstances means that:

- (1) on the next Payments Date:
 - (A) the Issuer would be required to deduct or withhold from any payment of principal or interest in respect of any Notes; or
 - (B) the Issuer or any Hedge Provider would be required to deduct or withhold from amounts payable by it under any Hedge Agreement,

any amount for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by Ireland or any political sub-division thereof or any authority thereof or therein; or
- (2) the Issuer would on or after the next Closing Date:
 - (A) become subject to Irish corporation Tax in an accounting period on an amount which materially exceeds the aggregate amount retained in the Issuer Profit Ledger during that accounting period; and/or
 - (B) not be entitled to relief for the purposes of any applicable tax law for any material amount which it is obliged to pay, or is treated as receiving for the purposes of such tax law under the Transaction Documents; or
- (3) any event or circumstances indicated in the *Optional Redemption Additional Tax Circumstances* section in the Note Specified Terms has/have occurred.

(b) Tax redemption procedure

The Issuer shall redeem all of the Notes, in each case at their Note Principal Amount Outstanding, together with all accrued interest, on a Payments Date specified in the notice referred to in paragraph (1) below provided that each of the following conditions is satisfied:

- (1) the Issuer has given written notice in accordance with Note Base Condition 16 *Notices* not more than 60 Business Days and not less than 5 Business Days before that Payments Date to the Note Trustee and the Noteholders of its intention to redeem the Notes under this Note Base Condition 6.3; and
- (2) the Issuer certifies to the Note Trustee (upon which certification the Note Trustee shall be entitled to rely without further enquiry or liability) immediately prior to giving the notice referred to in paragraph (1) above that there are Adverse Tax Circumstances; and
- (3) a legal opinion from independent legal advisers of recognised standing in form and substance satisfactory to the Note Trustee has been delivered confirming the legal aspects of the relevant Adverse Tax Circumstances; and
- (4) the Issuer will be in a position on that Payments Date to discharge (and so certifies to the Note Trustee, upon which certification the Note Trustee shall be entitled to rely without further enquiry or liability):
 - (A) all its accrued liabilities in respect of the Notes (including, in each case, all accrued interest outstanding); and

- (B) all amounts required under the Security Intercreditor Deed (and applicable Priority of Payments) to be paid in priority to or *pari passu* with those liabilities; and
- (5) the Issuer has complied with the conditions indicated in the *Optional Redemption Additional Tax Conditions* section in the Note Specified Terms.

6.4 Full redemption at the option of the Issuer

The Issuer shall redeem all of the Notes, in each case at their Note Principal Amount Outstanding, together with all accrued interest, on a Payments Date specified in the notice referred to in paragraph (a) below provided that each of the following conditions is satisfied:

- (a) the Issuer has given written notice in accordance with Note Base Condition 16 *Notices* not more than 60 Business Days and not less than 5 Business Days before that Payments Date to the Note Trustee and the Noteholders of its intention to redeem the Notes under this Note Base Condition 6.4; and
- (b) the Issuer will be in a position on that Payments Date to discharge (and so certifies to the Note Trustee upon which certification the Note Trustee shall be entitled to rely without further enquiry or liability):
 - (1) all its accrued liabilities in respect of the Notes (including, in each case, all accrued interest outstanding); and
 - (2) all amounts required under the Security Intercreditor Deed (and applicable Priority of Payments) to be paid in priority to or *pari passu* with those liabilities; and
- (c) the Issuer has complied with the conditions indicated in the *Optional Redemption Conditions* section in the Note Specified Terms.

6.5 Notice of redemption is irrevocable

Notice given by the Issuer to redeem Note pursuant to Note Base Condition 6.3 *Optional redemption for taxation and other reasons* or Note Base Condition 6.4 *Full redemption at the option of the Issuer* may not be withdrawn and upon giving such notice the Issuer shall be bound to redeem the Note in accordance with that notice and Note Base Condition 6.3 *Optional redemption for taxation and other reasons* or, as applicable, Note Base Condition 6.4 *Full redemption at the option of the Issuer*.

6.6 Repayment calculations and notifications

(a) Determination of Class Repayment Amount

If an Acceleration Date has not occurred, the Issuer shall cause the Cash Administrator to determine (and the Cash Administrator will determine on behalf of the Issuer), on each Payments Calculation Date in relation to each Class of Notes, the **Class Repayment Amount** for that Class, being the amount of principal that is expected (upon the basis of information available to the Cash Administrator (including, without limitation, as notified to the Cash Administrator by a relevant party to the Transaction), to be repaid in respect of that Class pursuant to the applicable Priority of Payments on the Payments Date immediately following that Payments Calculation Date.

(b) Calculation of Repayment Amount and Note Principal Amount Outstanding for each Note

If an Acceleration Date has not occurred, the Issuer shall cause the Cash Administrator to calculate (and the Cash Administrator will calculate on behalf of the Issuer) on each Payments Calculation Date in relation to each Class of Notes:

- (1) the expected **Repayment Amount** for each Note in that Class in respect of the Payments Date immediately following that Payments Calculation Date, by apportioning the relevant Class Repayment Amount between the Notes in that Class *pro rata* to the Note Principal Amount Outstanding of each Note in that Class as at the start of that Payments Calculation Date, rounding each amount so apportioned down to the nearest Note Currency Unit; and
- (2) the expected Note Principal Amount Outstanding for each Note in that Class in respect of the Payments Date immediately following that Payments Calculation Date (after taking account of the application of amounts to be allocated and paid on that Payments Date under the Priority of Payments), by subtracting the relevant Repayment Amount in respect of such Note from the Note Principal Amount Outstanding of that Note as at the start of that Payments Calculation Date; and
- (3) the aggregate expected Note Principal Amount Outstanding for that Class in respect of the Payments Date immediately following that Payments Calculation Date (after taking account of the application of amounts to be allocated and paid on that Payments Date under the Priority of Payments).

(c) Notice of Repayment Amount and Note Principal Amount Outstanding etc

Except where an Acceleration Date has occurred, as soon as practicable after making the relevant determination under Note Base Condition 6.6(a) and calculations under Note Base Condition 6.6(b) on a Payments Calculation Date, the Cash Administrator will cause the results of that determination and those calculations to be notified to the Issuer, the Note Calculation Agent, the Note Trustee, the Principal Paying Agent and the Note Registrar. As soon as reasonably practicable after receiving such notice, the Principal Paying Agent shall cause:

- (1) the Class Repayment Amount; and
- (2) the aggregate expected Note Principal Amount Outstanding for that Class calculated under Note Base Condition 6.6(b);

to be published in accordance with Note Base Condition 16 *Notices* and (for as long as the Notes are listed on or with a Listing Institution and the rules of such Listing Institution require) notified to such Listing Institution.

(d) Publication does not preclude subsequent adjustments

The relevant details published under Note Base Condition 6.6(c) *Notice of Repayment Amount and Note Principal Amount Outstanding etc* may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice to Noteholders in the event that the actual amounts allocated and paid on the relevant Payments Date in accordance with the Payments Rules are different to what was expected as at the time the relevant determination and calculations were made on the relevant Payments Calculation Date.

(e) Determination or calculations by an appointee

If the Cash Administrator does not at any time for any reason make the relevant determination in accordance with Note Base Condition 6.6(a) and calculations in accordance with Note Base Condition 6.6(b) on a Payments Calculation Date and no alternative arrangement has been made under the Transaction Documents for the making of such determination and calculations, a person appointed by the Issuer for this purpose (which may be, but is not obliged to be, the Framework Administrator) may (but has no obligation to) make such determination and calculations (without that person having any liability as a result) in accordance with this Note Base Condition (based on information supplied to it by the Issuer or the Cash Administrator or any other party to the Transaction) and each such determination and calculation shall be deemed to have been made by the Cash Administrator.

6.7 Purchase of Notes by the Issuer

The Issuer may purchase Notes in the open market or otherwise at any price and subject to receipt by the Issuer of an amount (whether by any sale permitted under the Security Documents of the Security Assets (or in the case of a purchase of some only of the Notes, a proportion of the Security Assets corresponding to the proportion of the Notes to be purchased) or otherwise) which is sufficient to fund the purchase price payable by the Issuer.

Subject to any contrary agreement between the seller of any Note to be purchased by the Issuer pursuant to this Note Base Condition 6.7, no interest will be payable with respect to a Note purchased pursuant to this Note Base Condition 6.7 in respect of the period from and including the first day of the then current Interest Period relating to that Note.

The Issuer will not exercise any rights in its capacity as a Noteholder of Notes purchased pursuant to this Note Base Condition 6.7 or as a person beneficially entitled to, or participating in, the Security Assets.

In particular, the Issuer will not vote at any meeting of Noteholders, or other persons interested or participating in, or entitled to the rights or benefits (or a part thereof) of, the Security Assets or give any consent, waiver, indulgence, time or notification or make any declaration in relation to such Security Assets.

6.8 Cancellation

All Notes which are redeemed in full shall, unless otherwise permitted by the Note Conditions, be cancelled by the Note Registrar.

All Notes which are purchased by the Issuer pursuant to Note Base Condition 6.7 *Purchase of Notes by the Issuer* shall, unless otherwise permitted by the Note Conditions, be cancelled by the Note Registrar.

7. Taxation

7.1 No withholdings or deductions except as required by law

All payments in respect of the Notes will be made free and clear of, and without withholding or deduction for, or on account of, any present or future taxes, duties or charges of whatsoever nature unless the Issuer, the Note Trustee, the Principal Paying Agent or the Note Registrar (as the case may be) is required by applicable law to make any such payment in respect of the Notes subject to any withholding or deduction for, or on account of, any present or future taxes, duties or charges of whatsoever nature.

7.2 Withheld or deducted amount to be paid to relevant authorities

In that event, the Issuer, the Note Trustee, the Principal Paying Agent or the Note Registrar (as the case may be) shall make such payments after such withholding or deduction has been made and shall account to the relevant authorities for the amount so required to be withheld or deducted.

7.3 No gross up

Neither the Issuer nor any Principal Paying Agent, Note Registrar, Note Trustee or the Security Trustee will be obliged to make any additional payments to the Noteholders (if any) in respect of such withholding or deduction.

7.4 Withholding or deduction not a Note Event of Default

Notwithstanding that the Note Trustee, the Issuer, the Principal Paying Agent or the Note Registrar are required to make such withholding or deduction, making such withholding or deduction shall not constitute a Note Event of Default.

8. Payments

8.1 Means of making payments

Payments in respect of each Note (being interest payments and principal repayments):

- (a) will be made to the relevant Payee; and
- (b) will be made by transfer to a Payee Permitted Account.

8.2 Time of payment

Payment instructions will be initiated on such date necessary for payments to be received for value on the Payments Date.

8.3 Delays in making payments

A Noteholder shall not be entitled to any interest or other payment in respect of any delay in payment resulting from:

- (a) a payment not being made or a transfer not being initiated on the due date for a payment as a result of that due date not being a Local Business Day; and
- (b) the Principal Paying Agent having not received before the relevant Note Register Record Date written notice of a Payee Permitted Account for the Payee.

8.4 Partial payments

If the Principal Paying Agent makes a partial payment in respect of any Note, the Issuer shall procure, and the Note Registrar will ensure, that the amount and date of such payment are noted on the Note Register.

8.5 Fiscal and other laws; no commission or expenses

All payments in respect of the Notes are subject in all cases to any applicable fiscal or other laws and regulations (including laws and regulations to which the Issuer agrees to be subject), and the Issuer will not be liable for any taxes or duties of whatever nature imposed or levied by such laws, regulations or agreements. No commissions or expenses shall be charged to the Noteholders in respect of such payments.

8.6 Conclusive effect of notifications etc

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the Note Conditions, whether by the EURIBOR Banks (or any of them), the Cash Administrator, the Principal Paying Agent, the Note Registrar or the Note Calculation Agent shall (in the absence of any manifest error) be binding on the Issuer, all Noteholders, the Security Trustee and the Note Trustee.

None of the EURIBOR Banks, the Cash Administrator, the Principal Paying Agent, the Note Registrar, the Note Calculation Agent, the Security Trustee or the Note Trustee, in each case in connection with the exercise or non-exercise by them or any of them of their powers, duties and discretions under the Note Conditions, have any liability to the Issuer or the Noteholders.

9. Note Event of Default

9.1 Definition of Note Event of Default

Note Event of Default means in relation to Notes any of the following events:

(a) **Non-payment**

The Issuer fails to pay:

- (1) any amount of principal in respect of the Notes within 7 days of the due date for payment of such principal; or
- (2) any amount of interest in respect of Notes within 14 days of the due date for payment of such interest,

(for the avoidance of doubt, any deferral of interest in accordance with Note Base Condition 5.2(a) *Payment and deferral of Scheduled Interest* shall not constitute a Note Event of Default); or

(b) **Breach of other obligations**

the Issuer defaults in the performance or observance of any of its other obligations under or in respect of the Notes or under the other Transaction Documents and such default:

- (1) is, in the opinion of the Note Trustee, incapable of remedy; or
- (2) is a default which is, in the opinion of the Note Trustee, capable of remedy and remains unremedied for 30 days (or such longer period as the Note Trustee may permit) after the Note Trustee has given written notice of such default to the Issuer,

and provided that the Note Trustee shall have certified that in its opinion such default is materially prejudicial to the interests of the Noteholders of the Most Senior Tranche (and, for the purposes of this Note Base Condition 9.1(b), any failure to perform or observe any obligation shall be deemed remediable notwithstanding that the failure results from not doing an act or thing by a particular time); or

(c) **Insolvency Supervening Event**

the occurrence of an Insolvency Supervening Event; or

(d) **Cessation of business**

the Issuer (other than for the purposes of a solvent amalgamation or reconstruction of the Issuer on terms previously approved in writing by the Security Trustee or approved by a Noteholder Extraordinary Resolution of the Noteholders of Notes in the Most Senior Tranche), ceases or, through or consequent upon an official action of the board of directors of the Issuer, threatens to cease to carry on business or a substantial part of its business; or

(e) **Unlawfulness**

it is unlawful for the Issuer to perform or comply with any of its obligations under or in respect of the Notes and the Note Trustee has certified that in its opinion this is materially prejudicial to the interests of the Noteholders of Notes in the Most Senior Tranche.

9.2 Definition of Insolvency Supervening Event

Insolvency Supervening Event means any corporate action, legal proceedings, formal application or other procedure or step is validly taken in relation to or with a view to:

- (a) a winding-up, dissolution, examinership, administration, moratorium of the whole or any substantial part of the indebtedness, or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of, or in relation to, the Issuer other than a solvent liquidation or reorganisation of the Issuer on terms previously approved in writing by the Security Trustee (acting in accordance with the Security Intercreditor Deed) or approved by the Reference Creditor; or
- (b) the appointment of an examiner, administrator or other receiver, liquidator, trustee in sequestration or other similar official in relation to the Issuer or in relation to the whole or any substantial part of the undertaking or assets of the Issuer (other than in respect of a solvent liquidation of the Issuer on terms previously approved in writing by the Security Trustee acting in accordance with the Security Intercreditor Deed or approved by the Reference Creditor); or

- (c) any expropriation, attachment, sequestration, distress, execution or diligence affects the whole or any substantial part of the assets of the Issuer and which is (1) not discharged within 15 Business Days (or such other period previously approved in writing by the Security Trustee acting in accordance with the Security Intercreditor Deed or approved by the Reference Creditor) or (2) is not being disputed in good faith with a reasonable prospect of success,

or any analogous corporate action, legal proceedings or other procedure or step is taken in respect of the Issuer or its assets in any jurisdiction.

9.3 **Note Acceleration Notice**

If a Note Event of Default occurs and is continuing:

- (a) the Note Trustee at its discretion may; and
- (b) the Note Trustee shall:
 - (1) if so requested in writing by the Noteholders of at least 25% in Note Principal Amount Outstanding of the Notes outstanding in the Most Senior Tranche; or
 - (2) if so directed by a Noteholder Extraordinary Resolution of Noteholders of the Notes outstanding in the Most Senior Tranche or, if no Notes are outstanding,

by giving written notice (a **Note Acceleration Notice**) to the Issuer and the Security Trustee, declare in such notice any date (being a date on or after the date of that notice) to be a **Note Acceleration Date** (provided that the Note Trustee shall not be obliged to deliver a Note Acceleration Notice unless it has been indemnified and/or secured and/or prefunded to its satisfaction against all liabilities to which it may thereby become liable, or which it may incur by so doing).

9.4 **Consequences of Acceleration Date**

The occurrence of a Note Acceleration Date shall also constitute the occurrence of an Acceleration Date (but without prejudice to other events and/or circumstances which may constitute the occurrence of an Acceleration Date).

Upon the occurrence of an Acceleration Date, the Notes of each Class shall become immediately due and payable without further action or formality at their Note Principal Amount Outstanding together with any accrued Note Deferred Interest Outstanding and Additional Interest.

10. **Enforcement by trustees**

10.1 **Enforcement proceedings**

The Note Trustee may, at its discretion and without further notice, take (or direct the Security Trustee to take) any action, step or proceedings as it thinks fit to enforce its rights under the Note Trust Deed in respect of the Notes and under the other Transaction Documents and/or, at any time on or after the occurrence of an Acceleration Date, enforce the Security over the Security Assets, but it shall not be bound to do so unless:

- (a) either:
 - (1) so requested in writing by the Noteholders of at least 25% of the Note Principal Amount Outstanding of Notes outstanding in the Most Senior Tranche; or
 - (2) so directed by a Noteholder Extraordinary Resolution of Noteholders of Notes outstanding in the Most Senior Tranche; and
- (b) it has been indemnified and/or secured and/or prefunded to its satisfaction against all liabilities to which it may thereby become liable and/or which it may incur by so doing.

10.2 **Directions to the trustees**

If the Note Trustee and/or, as applicable, the Security Trustee shall take any action, step or proceedings described in Note Base Condition 10.1 *Enforcement proceedings* it may take such action, step or proceedings without having regard to the effect of such action on individual Noteholders or any other Security Creditor, provided that so long as any Notes in the Most Senior Tranche are outstanding, the Note Trustee and/or, as applicable, the Security Trustee shall not, and shall not be bound to, act at the request or direction of the Noteholders of Notes outstanding of any other Class that are in any other Tranche unless:

- (a) to do so would not, in its opinion, be materially prejudicial to the interests of the Noteholders of Notes outstanding in each Tranche senior to the Tranche comprising such other Class; or

- (b) (if the Note Trustee and/or, as applicable, the Security Trustee is not of that opinion) such action is sanctioned by a Noteholder Extraordinary Resolution of the Noteholders in each Tranche senior to the Tranche comprising such other Class.

10.3 Restrictions on disposal of Issuer's assets

If an Acceleration Date has occurred otherwise than by reason of non-payment of any amount due in respect of the Notes, the Security Trustee will not be entitled to dispose of the Security Assets or any part thereof unless either:

- (a) a sufficient amount would be realised to allow payment in full of all amounts owing to the Noteholders of the Notes after payment of all other claims ranking in priority to the Notes in accordance with the Accelerated Priority of Payments; or
- (b) the Note Trustee is of the opinion, which shall be binding on the Noteholders and the other Security Creditors, reached after considering at any time and from time to time at its discretion the advice of an investment bank or other financial adviser selected by the Note Trustee (and if the Note Trustee is unable to obtain such advice having made reasonable efforts to do so this Note Base Condition 10.3(b) shall not apply), that the cash flow prospectively receivable by the Issuer will not (or that there is a significant risk that it will not) be sufficient, having regard to any other relevant actual, contingent or prospective liabilities of the Issuer, to discharge in full in due course all amounts due in respect of the Notes of each Class after payment of all other claims ranking in priority to the Notes in accordance with the Accelerated Priority of Payments,

provided that the Note Trustee shall not be bound to make the determination contained in Note Base Condition 10.3(b) unless the Note Trustee shall have been indemnified and/or secured and/or prefunded to its satisfaction against all liabilities to which it may thereby become liable, or which it may incur by so doing.

11. No action, limited recourse and prescription

11.1 No action by Noteholders

Only the Note Trustee and/or, as applicable, the Security Trustee may pursue the remedies available under the general law, under the Security or under any Transaction Document and no Noteholder shall be entitled to proceed directly against the Issuer to enforce any such remedies or enforce the Security or any Transaction Document. In particular, no Noteholder, nor any person acting on behalf of such Noteholder (other than the Security Trustee or the Note Trustee where appropriate), is entitled to:

- (a) take or join any other person (other than the Security Trustee) in taking any step or procure or cause another person to take any step that would constitute or result in or, with the giving of notice and/or elapse of time and/or the forming of an opinion or the making or giving of any determination or certification, would constitute or result in an Insolvency Supervening Event or any other insolvency in relation to the Issuer;
- (b) take or join any other person (other than the Security Trustee) in taking against the Issuer and/or the Security Assets any step (including the exercise of any withholding, right of set-off or other right of deduction) or exercising any Security Interest or any right of subrogation for the purpose of recovering or enforcing any of the liabilities owing to it at any time by the Issuer;
- (c) take or join any person in taking steps against the Issuer for the purposes of obtaining payment of any amount due whatsoever from the Issuer to such Noteholder or such person, including, without limitation, the making of a statutory demand and the appointment of a receiver;
- (d) take any steps or proceedings which would result in any of the provisions of Part 3 (*Payments Rules*) of the Security Intercreditor Deed not being observed;
- (e) apply for, obtain or take any step to obtain or join any other person (other than the Security Trustee) in applying for or obtaining an injunction, an interdict, a declaration, damages, judgment, a decree or other order against the Issuer in relation to any Transaction Document (other than in relation to any breach or alleged breach by the Security Trustee of its obligations or duties to that Noteholder under the Transaction Documents);
- (f) take or initiate any proceedings or steps against the Issuer to enforce any Transaction Document;
- (g) permit the Issuer to pay, prepay, repay, redeem, purchase, or otherwise acquire any of the Security Liabilities owed by the Issuer (including any obligation under any Hedge Agreement), except to the extent, at the times and in the manner permitted by the Transaction Documents;

- (h) take, accept or receive the benefit of any Security Interest, guarantee, indemnity or other assurance against financial loss from the Issuer in respect of any of the Security Liabilities owed to it except as expressly permitted pursuant to the Security Intercreditor Deed; or
- (i) do anything inconsistent with the Security or the terms of the Security Documents;

provided that the above provisions of this Note Base Condition 11.1:

- (1) are without prejudice to any action or step which is expressly permitted under the terms of the Security Intercreditor Deed;
- (2) shall not prevent such Noteholder, when entitled to do so pursuant to the terms of a Security Liability owing to such Noteholder, claiming or declaring such Security Liability due and payable; and
- (3) shall not prevent such Noteholder from proving for the full amount owing to it by the Issuer in the liquidation of the Issuer.

11.2 Limited recourse

All amounts, obligations and liabilities due, owing, incurred or payable by the Issuer (whether actual or contingent, present or future, contractual or non-contractual) to a Noteholder from time to time are, and shall continue to be, limited in recourse and immediately with effect from (and including) the occurrence of any Security Post Realisation Date:

- (a) each Noteholder shall cease to have any right or claim against the Issuer in respect of any such amounts, obligations and liabilities; and
- (b) all of such amounts, obligations and liabilities shall be treated as discharged and extinguished and cease to exist in full.

11.3 Prescription

Claims against the Issuer for payment of principal in respect of the Notes shall be prescribed and become void unless made within 10 years from the due date for payment.

Claims against the Issuer for payment of other amount (including interest) in respect of the Notes shall be prescribed and become void unless made within 5 years from the due date for payment.

12. Noteholder Resolutions

12.1 Resolution provisions in Note Trust Deed

The Note Trust Deed contains provisions for making and/or approving Noteholder Resolutions of each Class and, in certain cases, more than one Class in respect of any matter affecting their interests.

12.2 Definitions relating to Noteholder Resolutions

Electronic Consent means consent given by way of electronic consents communicated through the electronic communications system of the relevant Clearing System(s) to the Note Registrar and/or the Note Trustee in accordance with the operating rules and procedures of the relevant Clearing System(s);

Meeting Quorum means for a meeting:

- (a) involving at least one Noteholder Extraordinary Resolution in respect of a Note Basic Terms Modification: for an initial meeting at least 75% (and for a reconvened meeting at least 50%) of the Note Principal Amount Outstanding of the Resolution Notes;
- (b) involving at least one Noteholder Extraordinary Resolution (but none in respect of a Note Basic Terms Modification): for an initial meeting at least 50% (and for a reconvened meeting at least 25%) of the Note Principal Amount Outstanding of the Resolution Notes; or
- (c) involving at least one Noteholder Ordinary Resolution (but no Noteholder Extraordinary Resolution): for an initial meeting at least 25% (and for a reconvened meeting at least 10%) of the Note Principal Amount Outstanding of the Resolution Notes;

Noteholder Extraordinary Resolution means a Noteholder Resolution made or, as applicable, approved by the applicable Resolution Threshold in respect of a Noteholder Extraordinary Resolution;

Noteholder Ordinary Resolution means a Noteholder Resolution which is not a Noteholder Extraordinary Resolution;

Noteholder Resolution means:

- (a) a resolution made or, as applicable, approved by the relevant Noteholders equalling or exceeding the applicable Resolution Threshold at a meeting, where the applicable Meeting Quorum of the relevant Noteholders of Resolution Notes is present, duly convened and held in accordance with the Note Trust Deed and the Note Conditions; or
- (b) where the relevant Notes are held on behalf of a Clearing System or Clearing Systems, a resolution proposed by the Issuer or the Note Trustee (as the case may be) and made or, as applicable, approved by way of Electronic Consents by the relevant Noteholders of Resolution Notes equalling or exceeding the applicable Resolution Threshold; or
- (c) a resolution made or, as applicable, approved by in writing by one or more of the relevant Noteholders of Resolution Notes equalling or exceeding the applicable Resolution Threshold signing (or a person signing on behalf of the relevant Noteholder) at least one document or counterpart document setting out the resolution;

Resolution Notes means in connection with a proposed or actual Noteholder Resolution, the Notes outstanding and held, as at the meeting record date, by the relevant Noteholders who are eligible to vote in relation to that Noteholder Resolution;

Resolution Threshold means:

- (a) for a Noteholder Extraordinary Resolution (including in respect of a Note Basic Terms Modification) made or, as applicable, approved:
 - (1) at a meeting: at least 75% of, upon a show of hands, the persons voting, or, if a poll is demanded, the votes cast on that poll;
 - (2) by Electronic Consents: at least 75% of the Note Principal Amount Outstanding of the Resolution Notes voting; or
 - (3) in writing: Noteholders holding at least 75% of the Note Principal Amount Outstanding of the Resolution Notes; and
- (b) for a Noteholder Ordinary Resolution made or, as applicable, approved:
 - (1) at a meeting: more than 50% of, upon a show of hands, the persons voting, or, if a poll is demanded, the votes cast on that poll;
 - (2) by Electronic Consents: more than 50% of the Note Principal Amount Outstanding of the Resolution Notes voting; or
 - (3) in writing: Noteholders holding more than 50% of the Note Principal Amount Outstanding of the Resolution Notes,

and for such purposes:

- (A) when a poll is held in respect of a Noteholder Resolution, each EUR 1 of Note Principal Amount Outstanding of the Resolution Notes counts as one vote; and
- (B) when a show of hands is used, each person voting has one vote.

12.3 **Separate and combined resolutions**

- (a) **Note Basic Terms Modification**
A Note Basic Terms Modification shall not be effective unless sanctioned by Noteholders of Notes outstanding of each Class having separately made or, as applicable, approved a Noteholder Extraordinary Resolution approving such Note Basic Terms Modification.
- (b) **Effect of resolutions on more junior Tranche**
A Noteholder Resolution of Noteholders in a Class of Notes (other than in relation to a Note Basic Terms Modification) will be binding on the Noteholders of each Class in a more junior Tranche irrespective of the effect on the interests of the Noteholders of each such Class in a more junior Tranche.
- (c) **Effect of resolutions on other different Classes**
A Noteholder Resolution of Noteholders in a Class of Notes shall not be effective unless it does not relate to a Note Basic Terms Modification and in the opinion of the Note Trustee such Noteholder Resolution:

- (1) will not be materially prejudicial to the interests of the Noteholders of Notes outstanding of each Class in a more senior Tranche, or it is sanctioned by a Noteholder Extraordinary Resolution of the Noteholders of Notes in each more senior Tranche; and
- (2) (if such Noteholder Resolution was not passed by each Noteholder of Notes in each other Class in the same Tranche) will not be materially prejudicial to the interests of the Noteholders of Notes outstanding in each other Class in that Tranche, or it is sanctioned by a Noteholder Extraordinary Resolution of the Noteholders of Notes in each other Class in that Tranche.

For the avoidance of doubt, a Noteholder Resolution of Noteholders in a Class will be binding on the Noteholders of Notes outstanding of each Class in a more junior Tranche, provided that it does not relate to a Note Basic Terms Modification.

(d) **Resolutions affecting only one Class**

Except as indicated in Note Base Condition 12.3(a) *Note Basic Terms Modification*, a Noteholder Resolution which in the opinion of the Note Trustee affects the Notes of only one Class shall only be made or, as applicable, approved by Noteholders of Notes outstanding in that Class.

(e) **Combined resolutions may be used if no conflict**

Except as indicated in Note Base Conditions 12.3(a) *Note Basic Terms Modification*, 12.3(b) *Effect of resolutions on more junior Tranche*, 12.3(c) *Effect of resolutions on other different Classes* or 12.3(d) *Resolutions affecting only one Class*, no separate Noteholder Resolutions of Noteholders of Notes of different Classes will be required unless the Note Trustee determines that there may be a conflict in the interests of the Noteholders of Notes outstanding of one Class and the Noteholders of Notes outstanding of another Class in relation to a Noteholder Resolution.

12.4 **Convening of meeting of Noteholders**

A meeting of Noteholders of Notes in a particular Class or Classes:

- (a) may be convened by the Note Trustee or the Issuer at any time; and
- (b) must be convened by the Note Trustee (subject to its being indemnified and/or secured and/or prefunded to its satisfaction) upon the request in writing of Noteholders of the relevant Class or Classes holding not less than 10% of the aggregate Note Principal Amount Outstanding of the outstanding Notes of the relevant Class or Classes.

12.5 **Binding effect of resolutions**

Each Noteholder Resolution duly made and/or approved in accordance with the Note Trust Deed by Noteholders of one or more Classes of Notes shall be binding upon all Noteholders of such Class or Classes, whether or not participating in the making and/or approval of such Noteholder Resolution.

However, a Noteholder Resolution does not entitle the Issuer, the Security Trustee, a Note Trustee and/or any other Security Creditor to override, modify and/or breach a covenant made to, or agreement made with, any party under the Transaction Documents except where such party agrees and/or such covenant expressly indicates that a Noteholder Resolution can entitle such override, modification and/or breach.

13. **Rating Certificates**

13.1 **Definition of Rating Adverse Action and Rating Certificate**

Rating Adverse Action means at any time in relation to a Rating Agency in connection with any event, circumstances and/or proposal relating to the Transaction:

- (a) a downgrade, withdrawal or suspension of the then current ratings assigned to any Class of Notes by such Rating Agency or such Rating Agency placing any such Notes on rating watch negative (or equivalent); or
- (b) where the event, circumstances and/or proposal involves the substitution of the Notes in whole but not in part only, for other securities or instruments, either:
 - (1) such other securities or instruments not having a rating equal to or higher than the then current ratings assigned by such Rating Agency to the corresponding substituted Notes; or
 - (2) such other securities or instruments having the same such rating but being on watch negative (or equivalent) when the then current ratings assigned by such Rating Agency to the corresponding substituted Notes are not on watch negative (or equivalent);

Rating Certificate means at any time in relation to a Rating Agency in connection with any event, circumstances and/or proposal relating to the Transaction and the actual and/or potential impact on a rating by that Rating Agency, a certificate by the Issuer to the Note Trustee and the Security Trustee:

- (a) attaching a copy of a written confirmation or affirmation (in any form acceptable to the Note Trustee or the Security Trustee) from such Rating Agency that such event, circumstances and/or proposal would not result in a Rating Adverse Action by such Rating Agency; or
- (b) certifying that the Issuer:
 - (1) has not received any such written confirmation or affirmation from that Rating Agency, but
 - (2) has received oral confirmation from an appropriately authorised person at such Rating Agency that such event, circumstances and/or proposal would not result in a Rating Adverse Action by such Rating Agency; or
- (c) certifying that the Issuer has requested such written confirmation or affirmation from that Rating Agency in relation to such event, circumstances and/or proposal and:
 - (1) such Rating Agency indicated to the Issuer that it does not consider such written confirmation or affirmation necessary in relation to such event, circumstances and/or proposal; or
 - (2) such Rating Agency indicated to the Issuer that it does not, as a matter of practice or policy, provide such types of written confirmation or affirmation; or
 - (3) during the 30 days from and including the date of delivery of such request no substantive response to such request has been received by the Issuer from that Rating Agency,
 and such Rating Agency has not indicated to the Issuer that such event, circumstances and/or proposal would result in a Rating Adverse Action by such Rating Agency.

13.2 **Trustees can rely on Rating Certificates etc**

In respect of the exercise of any power, duty, trust, authority or discretion as contemplated under the Note Conditions or in relation to any of the Transaction Documents, the Note Trustee and the Security Trustee shall be entitled but not obliged to rely upon absolutely without enquiry or liability and take into account:

- (a) any written confirmation or affirmation (in any form acceptable to the Note Trustee and the Security Trustee) from a relevant Rating Agency that any event, circumstances and/or proposal will not result in any Rating Adverse Action by that Rating Agency; and/or
- (b) a Rating Certificate in relation to any event, circumstances and/or proposal,

and shall not be required to investigate any action taken by the Issuer or the relevant Rating Agency in connection with a Rating Certificate.

14. **Modifications, authorisations, waivers and substitution**

14.1 **Trustee's right of modification**

The Note Trustee may at any time and from time to time, without the consent or sanction of the Noteholders or any other Security Creditors, concur (and direct the Security Trustee to concur) with the Issuer and any other relevant parties in making:

- (a) **No material prejudice**
any modification (except a Note Basic Terms Modification) to any of the Notes (including the Note Conditions) and/or Transaction Documents:
 - (1) in relation to which the Note Trustee's and/or, as applicable, the Security Trustee's consent is required, if, in the opinion of the Note Trustee, such modification will not be materially prejudicial to the interests of the Noteholders of Notes outstanding; provided that the Note Trustee shall have regard only to the interests of the Noteholders of Notes outstanding in a Class which are in a more junior Tranche than Notes in another Class, if, in the opinion of the Note Trustee, there is no conflict between the interests of the Noteholders of Notes outstanding in such Class which are in such more junior Tranche and the interests of the Noteholders of Notes outstanding in the relevant Class which are in the relevant more senior Tranche; and/or
 - (2) in relation to which the Reference Creditor's consent or approval would otherwise be required, if, in the opinion of the Note Trustee, such modification will not be materially prejudicial to the interests of the Reference Creditor; and/or

- (b) **Manifest error etc**
any modification to the Notes (including the Note Conditions) or any of the Transaction Documents and/or rectification of an error (including, without limitation, failure to do something, including failure to execute and deliver any document which was expected to be executed and delivered) in relation to which its consent is required, if, in the opinion of the Note Trustee, such modification and/or rectification is made to correct a manifest error or an error which is of a formal, minor or technical nature.

14.2 **Trustee's right of waiver**

The Note Trustee may at any time and from time to time, without the consent or sanction of the Noteholders or any other Security Creditors, authorise or waive any breach or proposed breach of any of the provisions contained in the Notes (including the Note Conditions) or any of the Transaction Documents (including a Note Event of Default or Potential Note Event of Default) if, in the opinion of the Note Trustee, the Noteholders will not be materially prejudiced by such authorisation or waiver provided that:

- (a) the Note Trustee shall have regard only to the interests of the Noteholders of Notes outstanding in a Class which is in a more junior Tranche than another Class of Notes, if, in the opinion of the Note Trustee, there is no conflict between:
 - (A) the interests of the Noteholders of Notes outstanding in such Class which are in such more junior Tranche; and
 - (B) the interests of the Noteholders of Notes outstanding in the relevant Class which are in the relevant more senior Tranche; and
- (b) the Note Trustee shall not exercise any powers conferred upon it by this Note Base Condition 14.2 in contravention of:
 - (1) a request or direction in writing made by the Noteholders of at least 25% of the Note Principal Amount Outstanding of Notes outstanding in the Most Senior Tranche; or
 - (2) an express direction by a Noteholder Extraordinary Resolution of Noteholders of Notes outstanding in the Most Senior Tranche;
 but so that no such direction or request shall:
 - (A) affect any authorisation or waiver previously given or made; or
 - (B) authorise or waive any such proposed breach or breach relating to a Note Basic Terms Modification unless the Noteholders of Notes outstanding in each Class of Notes has, by Noteholder Extraordinary Resolution, so authorised its exercise.

14.3 **Compliance Modification**

Notwithstanding the provisions of this Note Base Condition 14 *Modifications, authorisations, waivers and substitution* and subject to Note Base Condition 14.6 *Limitations relating to Compliance Modification*, the Note Trustee shall be obliged, without any consent or sanction of the Noteholders or any of the other Security Creditors, to concur (and direct the Security Trustee to concur) with the Issuer in making any modification to the Notes (including the Note Conditions) or any other Transaction Document to which the Note Trustee and/or, as applicable, the Security Trustee is a party or in relation to which the Security Trustee holds Security (a **Compliance Modification**), where:

- (a) **Compliance Permitted Purpose**
the Compliance Modification is for a Compliance Permitted Purpose;
- (b) **Not a Note Basic Terms Modification**
the Note Trustee is satisfied in its discretion that the Compliance Modification is not in respect of a Note Basic Terms Modification;
- (c) **Notice of proposed Compliance Modification**
the Issuer has provided at least 30 calendar days' prior written notice of the proposed Compliance Modification to the Noteholders of each Class in accordance with Note Base Condition 16 *Notices* and to the Note Trustee and the Security Trustee;
- (d) **Compliance Modification certification**
a written certification by the Issuer (a **Compliance Modification Certificate**) has been provided to the Note Trustee and the Security Trustee, both at the time the Note Trustee and the Security Trustee is notified of the proposed Compliance Modification and on the date that such Compliance

Modification takes effect, that the Compliance Modification is required solely for such Compliance Permitted Purpose and has been drafted solely to such effect;

- (e) **Consent of each relevant Transaction Party**
where the Compliance Modification involves a modification to a Transaction Document, each Security Creditor which is party to that Transaction Document has consented to the Compliance Modification (unless such Transaction Document indicates that such consent is not required);
- (f) **Change to rating agency servicer criteria**
where the proposed Compliance Modification is for the Compliance Permitted Purpose indicated in Note Base Condition 14.4(a) *Change to rating agency servicer criteria*:
 - (1) the relevant Transaction Servicer has provided a written certification to the Issuer or the Note Trustee and the Security Trustee that the proposed Compliance Modification is necessary for the Compliance Permitted Purpose indicated in Note Base Condition 14.4(a) *Change to rating agency servicer criteria*;
 - (2) where the certification under paragraph (1) above is provided to the Issuer but not to the Note Trustee and the Security Trustee, the Issuer has provided a written certification to the Note Trustee and the Security Trustee that it has received a certification from the relevant Transaction Servicer that complies with paragraph (1) above;
 - (3) in relation to each Rating Agency, either:
 - (A) the relevant Transaction Servicer provides to the Issuer, the Note Trustee and the Security Trustee a written confirmation or affirmation from that Rating Agency that the proposed Compliance Modification would not result in a Rating Adverse Action by such Rating Agency;
 - (B) the relevant Transaction Servicer certifies in writing to the Issuer, the Note Trustee and the Security Trustee that such Transaction Servicer or, as applicable, such Transaction Servicer has been unable to obtain a written confirmation or affirmation from that Rating Agency, but has received oral confirmation from an appropriately authorised person at each of the Rating Agencies that such Compliance Modification would not result in a Rating Adverse Action by such Rating Agency; or
 - (C) the Issuer certifies to the Note Trustee and the Security Trustee in the Compliance Modification Certificate that the Issuer has informed that Rating Agency of the proposed Compliance Modification and that Rating Agency has not indicated to the Issuer that such Compliance Modification would result in a Rating Adverse Action by such Rating Agency; and
 - (4) the relevant Transaction Servicer (other than the Principal Paying Agent, the Note Calculation Agent, the Cash Administrator, the Note Registrar, the Note Trustee and the Security Trustee) pays all fees, costs and expenses (including legal fees) incurred by the Issuer, the Note Trustee and the Security Trustee in connection with such Compliance Modification;
- (g) **Change to Reference Rate etc.**
where the proposed Compliance Modification is for the Compliance Permitted Purpose indicated in Note Base Condition 14.4(j) *Change to Reference Rate etc.*, a written certification by the Framework Administrator, on behalf of the Issuer, has been provided to the Note Trustee and the Security Trustee:
 - (1) certifying that such Compliance Modification is being undertaken due to:
 - (A) a material disruption to the Euro-zone interbank offered rate for EUR deposits (as applicable, the **Existing Reference Rate**), an adverse change in the methodology and/or procedures for calculating the Existing Reference Rate or the Existing Reference Rate ceasing to exist or be published;
 - (B) the insolvency or cessation of business of the Existing Reference Rate administrator (in circumstances where no successor Existing Reference Rate administrator has been appointed);
 - (C) a public statement by the Existing Reference Rate administrator that it will cease publishing Existing Reference Rate permanently or indefinitely (in circumstances where no successor Existing Reference Rate administrator has been appointed that will continue publication of the Existing Reference Rate);

- (D) a public statement by the supervisor of the Existing Reference Rate administrator that the Existing Reference Rate has been or will be permanently or indefinitely discontinued or will be changed in an adverse manner;
 - (E) a public statement by the supervisor of the Existing Reference Rate administrator that means the Existing Reference Rate may no longer be used or that its use is subject to restrictions or adverse consequences; or
 - (F) the reasonable expectation of the Framework Administrator that any of the events specified in sub-paragraphs (A), (B), (C), (D) or (E) above will occur or exist within 6 months of the proposed effective date of such Compliance Modification;
- (2) specifying the sources, procedures and methodology to be used to determine a rate which is to be used as the relevant Reference Rate Replacement instead of the sources, procedures and methodology used to determine the Existing Reference Rate;
 - (3) certifying that the main source of determining such Reference Rate Replacement is:
 - (A) a reference rate published, endorsed, approved or recognised by an applicable Reference Rate Official Body;
 - (B) the reference rate specified in relation to the interest rate in respect of the highest rated RMBS Securities in relation to at least 5 RMBS Comparable Transactions; or
 - (C) such other reference rate as the Framework Administrator has reasonably determined;
 - (4) specifying whether or not there is to be an Interest Margin Modification in relation to any Notes and, if so, specifying each change to the Interest Margin in respect of such Notes (including, as applicable, the sources, procedures and a methodology to be used to calculate the applicable Interest Margin applicable at specified times) on or after the Reference Rate Modification becoming effective;
 - (5) for each Class of Notes:
 - (A) if there is to be an Interest Margin Modification in relation to Notes in that Class, certifying that such Interest Margin Modification will preserve, so far as reasonably and commercially practicable, what would have been the expected floating rate of interest applicable to such Notes had no such Reference Rate Modification been effected; or
 - (B) if there is to be no Interest Margin Modification in relation to Notes in that Class, certifying that no Interest Margin Modification is needed in respect of such Notes to preserve, so far as reasonably and commercially practicable, what would have been the expected floating rate of interest applicable to such Notes had no Reference Rate Modification been effected;
 - (6) if there is to be an Interest Margin Modification in relation to any Notes, certifying that the Interest Margin Modification applies:
 - (A) an interest rate maintenance adjustment mechanism (if any) which has been published, endorsed, approved or recognised by an applicable Reference Rate Official Body and which can be used in the context of a transition from the initial Reference Rate to the Reference Rate Replacement;
 - (B) an interest rate maintenance adjustment mechanism (if any) which in all material respects has been used in conjunction with a similar Reference Rate Modification in at least 5 RMBS Comparable Transactions; or
 - (C) another interest rate maintenance adjustment mechanism,

and also certifying the rationale (as set out in such certification in reasonable detail) for selecting the relevant interest rate maintenance adjustment mechanism applied by such Interest Margin Modification for the purpose of preserving, so far as reasonably and commercially practicable, what would have been the expected floating rate of interest applicable to such Notes had no such Reference Rate Modification been effected and (where relevant) for not selecting the other interest rate maintenance adjustment mechanism(s) (if any) referred to in Note Base Conditions 14.3(g)(6)(A) or 14.3(g)(6)(B);

- (7) if there is to be an Interest Margin Modification in relation to any Notes, certifying for each Class of Notes, other than the Notes in the Most Senior Tranche, that either:
 - (A) the Interest Margin Modification (if any) applicable to such Notes shall be at least equal to the highest Interest Margin Modification applicable the Notes in any more senior Tranche; or
 - (B) (where that is not the case) the Reference Rate Modification and Interest Margin Modification will not be made unless approved by a Noteholder Extraordinary Resolution is passed by that Class of Notes;
- (8) specifying whether or not there is to be Hedge Rate Modification in relation to a Hedge Agreement and, if so, specifying the sources, procedures and methodology to be used to determine the rate (including, for the avoidance of doubt, the floating rate option and any spread rate) used to calculate the amount payable by the relevant Hedge Provider in respect of one or more basis rate hedge transactions under that Hedge Agreement on and/or after the Reference Rate Modification becoming effective; and
- (9) certifying that the Framework Administrator has paid and/or will pay all fees, costs and expenses (including legal fees) properly incurred, on or before the proposed effective date of such Compliance Modification:
 - (A) by the Issuer, the Hedge Provider, the Note Trustee and the Security Trustee in connection with such modification; and
 - (B) by each other party to the relevant Transaction Documents proposed to be amended in connection with such modification,

(without prejudice to the Framework Administrator's right to be reimbursed in respect of such payments under and in accordance with the Framework Administration Agreement);
- (h) **Rating Agency consultation**
(where the proposed Compliance Modification is not for the Compliance Permitted Purpose indicated in Note Base Condition 14.4(a) *Change to rating agency servicer criteria*) in relation to each Rating Agency, the Issuer provides a Rating Certificate in relation to each Rating Agency in respect of the proposed Compliance Modification;
- (i) **Compliance Modification Objection**
either:
 - (1) there is no Compliance Modification Objection (see Note Base Condition 14.5 *Compliance Modification Objection*); or
 - (2) (including where there is a Compliance Modification Objection) a Noteholder Ordinary Resolution of the Noteholders of Notes outstanding in the Most Senior Tranche has been passed in favour of the Compliance Modification has been passed in favour of the Compliance Modification; and
- (j) **Compliance Modification Additional Conditions**
each of the conditions (if any) indicated in the *Modification Additional Conditions* section in the Note Specified Terms are satisfied.

14.4 **Compliance Permitted Purpose**

Compliance Permitted Purpose means for the purpose of:

- (a) **Change to rating agency servicer criteria**
complying with, or implementing or reflecting, any change in the criteria of one or more of the Rating Agencies and/or any introduction of new or additional criteria of one or more of the Rating Agencies which may be applicable from time to time after the Closing Date in order to allow a Transaction Servicer:
 - (1) to remain eligible to perform its role as the relevant Transaction Servicer in conformity with such criteria and/or
 - (2) to avoid taking action which it would otherwise be required to take to enable it to continue performing such role (including, without limitation, posting collateral or advancing funds);

- (b) **Change to rating agency other criteria**
complying with, or implementing or reflecting, any change in the criteria of one or more of the Rating Agencies and/or any introduction of new or additional criteria of one or more of the Rating Agencies which may be applicable from time to time after the Closing Date for any other purpose other than a purpose indicated in paragraph (a) above;
- (c) **Change to credit rating agencies regulations**
complying with any changes (or seeking to maintain similar treatment following such changes) in the requirements of the EU Credit Rating Agencies Regulation and/or UK Credit Rating Agencies Regulation and/or any introduction of new or additional applicable legislation, regulations, official guidance and/or technical standards relating to the EU Credit Rating Agencies Regulation and/or UK Credit Rating Agencies Regulation, in each case after the Closing Date;
- (d) **Change to securitisation requirements**
complying with any changes (or seeking to maintain similar treatment following such changes), after the Closing Date, in the requirements of:
 - (1) any Securitisation Framework; or
 - (2) any other applicable legislation, regulations, official guidance and/or technical standards relating to the requirements of any Securitisation Framework and/or similar types of requirements applicable to securitisations,
 and/or any introduction of new or additional applicable legislation, regulations, official guidance and/or technical standards relating to the requirements of any Securitisation Framework and/or similar types of requirements applicable to securitisations;
- (e) **Listing requirements**
enabling the Notes to be (or to remain) listed on or with a Listing Institution;
- (f) **FATCA compliance**
enabling the Issuer or any of the other Transaction Parties to comply with FATCA (or any voluntary agreement entered into with a taxing authority in relation thereto);
- (g) **European market infrastructure regulations compliance**
enabling the Issuer or any of the other Transaction Parties to comply with UK EMIR;
- (h) **Liquidity coverage compliance**
enabling any Class of Notes to comply with the criteria set out in:
 - (1) Article 13 (*Level 2B securitisations*) of the Commission Delegated Regulation (EU) 2015/61 of 10 October 2014 supplementing Regulation (EU) 575/2013 with regard to the liquidity coverage requirement for Credit Institutions; and/or
 - (2) Article 13 (*Level 2B securitisations*) of the Commission Delegated Regulation (EU) 2015/61 of 10 October 2014 supplementing Regulation (EU) 575/2013 with regard to the liquidity coverage requirement for Credit Institutions in so far as it forms part of the domestic law in the United Kingdom by virtue of the EUWA,
 (in each case as amended, supplemented, consolidated and/or replaced from time to time) and/or any related regulations, official guidance and/or technical standards;
- (i) **Change to Solvency II and similar requirements**
complying with any changes (or seeking to maintain similar treatment following such changes), after the Closing Date, in the requirements of:
 - (1) EU Directive 2009/138/EC of 25 November 2009 (commonly known as Solvency II) and Commission Delegated Regulation (EU) 2015/35 each as amended, supplemented, consolidated and/or replaced from time to time;
 - (2) domestic law in the United Kingdom which implemented all or part of EU Directive 2009/138/EC of 25 November 2009 and/or other domestic law in the United Kingdom relating to corresponding aspects to which that EU Directive applies;
 - (3) Commission Delegated Regulation (EU) 2015/35, as amended, supplemented, consolidated and/or replaced from time to time, in so far as it forms part of the domestic law in the United Kingdom; or
 - (4) any other applicable legislation, regulations, official guidance and/or technical standards relating to the requirements of that EU Directive, that Commission Delegated Regulation, such domestic

laws in the United Kingdom and/or similar types of requirements applicable to on the taking-up and pursuit of the business of insurance and reinsurance,

and/or any introduction of new or additional applicable legislation, regulations, official guidance and/or technical standards relating to the requirements of that EU Directive, that Commission Delegated Regulation, such domestic laws in the United Kingdom and/or similar types of requirements applicable to securitisations; and/or

- (j) **Change to Reference Rate etc.**
for the purpose of a Reference Rate Modification and (if applicable) one or more Interest Margin Modifications and/or (if applicable) a Hedge Rate Modifications.

14.5 **Compliance Modification Objection**

Compliance Modification Objection means, in relation to a Compliance Modification, that:

- (a) Noteholders representing at least 10% of the aggregate Note Principal Amount Outstanding of the Notes outstanding in the Most Senior Tranche have notified the Issuer and the Note Trustee in writing (or otherwise in accordance with the then current practice of any applicable Clearing System through which such Notes may be held) within the period referred to in Note Base Condition 14.3(c) *Notice of proposed* that they do not consent to such Compliance Modification; and
- (b) where such notification is made other than through the applicable Clearing System, such notification is accompanied by evidence to the Note Trustee's satisfaction (having regard to prevailing market practices) of the relevant Noteholder's holding of the Notes.

14.6 **Limitations relating to Compliance Modification**

Other than where specifically provided otherwise in Note Base Condition 14.3 *Compliance Modification* or any Transaction Document to which the Note Trustee and, as applicable, the Security Trustee is a party:

- (a) when implementing any modification pursuant to Note Base Condition 14.3 *Compliance Modification* (save to the extent the Note Trustee considers that the proposed Compliance Modification would constitute a Note Basic Terms Modification), the Note Trustee:
 - (1) shall not consider the interests of the Noteholders, any other Security Creditor or any other person;
 - (2) shall act and rely solely and without further investigation on any certificate or evidence provided to it by the Issuer or the relevant Transaction Party, as the case may be, pursuant to Note Base Condition 14.3 *Compliance Modification*; and
 - (3) shall not be liable to the Noteholders, any other Security Creditor or any other person for so acting or relying, irrespective of whether any such Compliance Modification is or may be materially prejudicial to the interests of any such person; and
- (b) the Note Trustee and, as applicable, the Security Trustee shall not be obliged to agree to any Compliance Modification which, in the sole opinion of the Note Trustee and/or, as applicable, the Security Trustee would have the effect of:
 - (1) exposing the Note Trustee and/or, as applicable, the Security Trustee to any liability against which it has not been indemnified and/or secured and/or prefunded to its satisfaction; or
 - (2) increasing the obligations or duties, or decreasing the rights or protection, of the Note Trustee and/or, as applicable, the Security Trustee in the Transaction Documents and/or the Note Conditions.

14.7 **Notice of modification, waiver etc**

Unless the Note Trustee otherwise agrees, the Issuer shall cause the relevant modification, authorisation or waiver made under Note Base Conditions 14.1 *Trustee's right of modification*, 14.2 *Trustee's right of waiver* or 14.3 *Compliance Modification* to be notified as soon as reasonably practicable after it has been made to:

- (a) the Noteholders in accordance with Note Base Condition 16 *Notices*;
- (b) so long as any Note rated by a Rating Agency remains outstanding, each Rating Agency; and

- (c) (if the relevant modification, authorisation or waiver is in relation to, or anything referred to in, or anything applicable to, a Transaction Document) each other party to that Transaction Document (unless such Transaction Document indicates that no such notice is required).

14.8 **Binding effect of modification, waiver etc**

Each modification, authorisation or waiver made under Note Base Conditions 14.1 *Trustee's right of modification*, 14.2 *Trustee's right of waiver* or 14.3 *Compliance Modification* (a **Note Base Condition Authorisation**) shall be binding on all Noteholders and each other Security Creditor.

However, a Note Base Condition Authorisation does not entitle the Issuer, the Security Trustee, the Note Trustee and/or any other Security Creditor to override, modify and/or breach a covenant made to, or agreement made with, any party under the Transaction Documents except where such party agrees and/or such covenant expressly indicates that a Note Base Condition Authorisation can entitle such override, modification and/or breach.

14.9 **Transfer and substitution of Issuer and/or Notes**

Subject to such amendment of the Note Trust Deed, the Security Documents and such other conditions as the Note Trustee may, without the consent of the Noteholders, require (including, without limitation, the transfer of all or part of the relevant Security and Security Assets), the Note Trustee may, without the consent of the Noteholders (but subject to the Note Trustee being satisfied that the interests of the Noteholders of Notes outstanding will not be materially prejudiced as a result of the relevant transfer, substitution or exchange), agree to:

- (a) the transfer of the Issuer to another jurisdiction; and/or
- (b) the substitution of any other entity (constituted in any jurisdiction) in place of the Issuer as principal debtor under the Note Trust Deed, the Notes and the Security Documents; and/or
- (c) the substitution of the Notes in whole but not in part only, for other securities or instruments having substantially the same rights and benefits as such Notes,

provided that, in each case, a Rating Certificate is provided in respect of each Rating Agency that maintains a rating of any Notes. Such transfer or substitution shall be subject to the relevant provisions of the Note Trust Deed, and other Transaction Documents and to such amendments thereof as the Note Trustee may deem appropriate and, in each case, shall be binding on the Noteholders.

14.10 **Change of governing law**

In the case of such a transfer or substitution referred to in Note Base Condition 14.9 *Transfer and substitution of Issuer and/or Notes*, the Note Trustee may in its absolute discretion agree, without the consent of the Noteholders, to a change of the law governing the Notes, the Note Trust Deed, the Security Documents and/or any of the Transaction Documents provided that such change would not in the opinion of the Note Trustee be materially prejudicial to the interests of Noteholders of Notes outstanding in the Most Senior Tranche.

14.11 **Change of tax residence**

The Note Trustee may, without the consent of the Noteholders agree to a change in the place of residence of the Issuer for taxation purposes provided the Issuer does all such things as the Note Trustee may require in order that such change in the place of residence of the Issuer for taxation purposes is fully effective and complies with such other requirements in the interests of the Noteholders as it may direct.

14.12 **No tax indemnity**

No Noteholder shall, in connection with any modification, authorisation, waiver, transfer or substitution referred to in this Note Base Condition 14 *Modifications, authorisations, waivers and substitution*, be entitled to claim from the Issuer any indemnification or payment in respect of any tax consequence of any such modification, authorisation, waiver, transfer or substitution upon individual Noteholders).

15. **Note Trustee and Security Trustee protections**

15.1 **Trustees' right to Indemnity**

Under the Transaction Documents, each of the Note Trustee and the Security Trustee is entitled to be indemnified and relieved from responsibility in certain circumstances and to be paid or reimbursed for any liabilities incurred by it in priority to the claims of the Noteholders. In addition, each of the Note Trustee and the Security Trustee is entitled to enter into business transactions with the Issuer and any entity relating to the Issuer without accounting for any profit.

15.2 **Trustees not responsible for loss or for monitoring**

The Note Trustee and the Security Trustee will not be responsible for:

- (a) any loss, expense or liability which may be suffered as a result of any assets or any documents of title thereto being uninsured or inadequately insured or being held by or to the order of any agent of the Issuer or by any person on behalf of the Note Trustee and/or the Security Trustee; or
- (b) monitoring the compliance by any of the other Transaction Parties with their obligations under the Transaction Documents.

15.3 **Regard to Classes of Noteholders**

In the exercise of its powers and discretions under the Note Conditions and the Note Trust Deed, the Note Trustee will have regard to the interests of each Class of Noteholders as a class and will not be responsible for any consequence for individual Noteholders as a result of such holders being domiciled or resident in, or otherwise connected in any way with, or subject to the jurisdiction of, a particular territory or taxing jurisdiction.

16. **Notices**

All notices to Noteholders or any category of them shall be deemed to have been validly given to those Noteholders:

- (a) if sent to them by first class post (or its equivalent) or (if posted to an address outside Ireland) by airmail at the respective addresses on the Note Register, and in such case such notice will be deemed to have been given on the 7th day after the date of posting; or
- (b) if information concerned in such notice shall appear on the relevant page of the EURIBOR Screen or such other medium for the electronic display of data as may be approved by the Note Trustee and notified to Noteholders, and in such case such notice shall be deemed to have been given on the first date on which such information appeared on such page or other medium; or
- (c) if published in the *Financial Times* or, if such newspaper shall cease to be published or, if timely publication therein is not practicable, in such other leading daily newspaper or newspapers printed in the English language as the Note Trustee shall approve in advance having (individually or in combination) a general circulation in the United Kingdom and Ireland and, if any Rule 144A Note remains outstanding, the United States, and in each such case such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which publication is made in the manner required in the newspaper or in one of the newspapers referred to above; or
- (d) whilst the Notes then held by those Noteholders are represented by a Global Note, if delivered to each relevant Clearing System in relation to such Note for communication by such Clearing System to the relevant participants in such Clearing System, and in such case such notice shall be deemed to have been given to the relevant Noteholders on the day of such delivery to each relevant Clearing System; or
- (e) any other method or methods of giving notice sanctioned in advance by the Note Trustee if:
 - (1) in the Note Trustee's sole opinion, such other method or methods is/are reasonable having regard to market practice then prevailing and to the requirements of the stock exchanges, competent listing authorities and/or quotation systems on or by which the Notes are then listed, quoted and/or traded; and
 - (2) notice is/are given to those Noteholders (in such manner as the Note Trustee shall require) or such other method or methods and the time that notice, given by such other method or methods, shall be deemed to have been given to the relevant Noteholders,

and where a notice is given to those Noteholders using more than one of the methods described in the above paragraphs of this Note Base Condition, such notice shall be deemed to have been given on the first date on which such notice is deemed to have been given under those paragraphs.

17. Maintenance and protection of agents**17.1 Maintenance of Note Registrar, Principal Paying Agent and Note Calculation Agent**

The Issuer will procure that, so long as any Note remains outstanding, there shall at all times be:

- (a) a person acting as Note Registrar in Ireland who agrees with the Issuer and the Note Trustee to perform everything expressed to be performed by the Note Registrar in the Note Conditions, as applicable; and
- (b) a person acting as Principal Paying Agent in Ireland who agrees with the Issuer and the Note Trustee to perform everything expressed to be performed by the Principal Paying Agent in the Note Conditions, as applicable; and
- (c) a person acting as Note Calculation Agent who agrees with the Issuer and the Note Trustee to perform everything expressed to be performed by the Note Calculation Agent in the Note Conditions, as applicable.

17.2 Change of Note Registrar, Principal Paying Agent or Note Calculation Agent

The Issuer reserves the right at any time, subject to the terms of the relevant Note Services Agreement, to terminate the appointment of the Note Registrar, the Principal Paying Agent and/or the Note Calculation Agent and will procure that notice of any such termination will be given to Noteholders.

If any person shall be unable or unwilling to continue to act as the Note Registrar, the Principal Paying Agent or, as applicable, Note Calculation Agent, or if the appointment of the Note Registrar, the Principal Paying Agent or, as applicable, Note Calculation Agent shall be terminated, the Issuer will, with the prior written consent of the Note Trustee, appoint the London office of a leading bank engaged in the London interbank market to act as the Note Registrar, the Principal Paying Agent or, as applicable, Note Calculation Agent in such person's place, provided that neither the resignation of nor termination of the appointment of the Note Registrar, the Principal Paying Agent or, as applicable, Note Calculation Agent shall take effect until a successor Note Registrar, Principal Paying Agent or, as applicable, Note Calculation Agent approved by the Note Trustee has been appointed.

If the Issuer fails to appoint a replacement Note Registrar, Principal Paying Agent or, as applicable, Note Calculation Agent in accordance with the terms of the Note Services Agreement the Note Trustee may appoint such replacement Note Registrar, Principal Paying Agent or, as applicable, Note Calculation Agent on behalf of and in the name of the Issuer.

17.3 Notice of changes

Notice of any change in any of the Note Registrar, the Principal Paying Agent and/or the Note Calculation Agent or in their Specified Offices shall promptly be given by the Issuer to the Noteholders in accordance with the Note Base Condition 16 *Notices*.

17.4 Note Registrar etc solely agents of Issuer

In acting under the Note Services Agreement, any other applicable Transaction Document and in connection with the Notes, each Note Registrar, Principal Paying Agent and Note Calculation Agent acts solely as an agent of the Issuer and (to the extent provided in the Note Services Agreement) the Note Trustee and does not have or assume any obligations towards, or relationship of agency or trust for or with, any Noteholder.

18. Governing law and submission to jurisdiction**18.1 English law**

The Notes and Note Conditions, and all non-contractual obligations arising from or connected with them, are governed by and shall be construed in accordance with English law.

18.2 English courts

The Issuer submits to the exclusive jurisdiction of the Courts of England for all purposes in connection with the Notes and Note Conditions.

The Courts of England have exclusive jurisdiction to settle any disputes that may arise out of or in connection with the Notes and Note Conditions (including a dispute relating to non-contractual obligations or a dispute regarding the existence, validity or termination of any of the Notes or the consequences of their nullity) and accordingly any legal action or proceedings arising out of or in connection with the Notes and Note Conditions shall be brought in the Courts of England.

18. Credit structure

18.1 Arrangements relating to the Issuer's funds

18.1.1 Structure to use assets funded by debt to service that debt

On the Closing Date:

- the net proceeds received by the Issuer in respect of the issue of Notes will primarily be applied by the Issuer in paying the Portfolio Sale Consideration for the Portfolio; and
- the Issuer will enter into arrangements in relation to the Transaction with the intention that, among other things, on or about the Closing Date each Rating Agency assigns each initial Note Rating to the Rated Notes (see 6.1.27 *Note Ratings*).

18.1.2 Arrangements and credit features to fund payments to Noteholders and maintain ratings

This section describes some arrangements and features which will be entered into by the Issuer for the purpose of:

- establishing and funding of each Reserve Fund (see 18.4 *Reserve Funds*);
- providing some hedging in respect of the Issuer's exposure to certain interest basis risks (see 18.8 *Hedging of some interest basis risks*);
- collecting, holding, organising and managing the Issuer's funds for application in or towards its liabilities in respect of the Notes and its liabilities to other Transaction Parties (see 18.2 *Funds derived from Mortgages in the Portfolio* and 18.9 *Holding and investment of the Issuer's funds*); and
- achieving and maintaining each rating (if any) in respect of such Notes from each relevant Rating Agency (see 18.6 *Credit enhancement for the Notes*, 18.7 *Liquidity support for the Notes* and 18.10 *Arrangements relating to Note Ratings*).

18.2 Funds derived from Mortgages in the Portfolio

Following application of the proceeds of the relevant Notes in or towards the purchase of the Portfolio (see 19.6 *Net proceeds on the Closing Date*), the primary source of the Issuer's funds from time to time will be **Mortgage Receipts**, being receipts in respect of the Mortgages comprised in the Portfolio, including:

- (a) **Mortgage Principal Receipts** being all amounts received or recovered in respect of principal in respect of any such Mortgage in the Portfolio including, without limitation:
 - (1) principal amounts received from Mortgage Borrowers in respect of such Mortgage representing monthly repayments of principal;
 - (2) redemption proceeds representing or appropriated to principal in respect of such Mortgage;
 - (3) prepayments of principal in respect of such Mortgage;
 - (4) amounts received in respect of capitalised interest, capitalised expenses and capitalised arrears in respect of such Mortgage (but excluding accrued interest and arrears of interest which have not been capitalised);
 - (5) net amounts, representing or appropriated to principal, in respect of such Mortgage which are recovered on enforcement of the relevant Mortgage (including the proceeds of sale of the relevant Mortgage Property);
 - (6) net amounts, representing or appropriated to principal, received under an insurance policy under which the Issuer is an insured or which has been assigned to the Issuer (in respect of which the Issuer has a beneficial interest) in respect of the relevant Mortgage Property relating to such Mortgage; and
 - (7) the proceeds, representing or appropriated to principal, received from the sale by the Issuer (including, without limitation, re-transfer or re-assignment of such Mortgage under the terms of the Mortgage Sale Agreement),

in each case prior to an amount being recorded in the Principal Deficiency Record in respect of such Mortgage (and, unless indicated otherwise in this Prospectus, such amount shall be recorded when the

Framework Administrator decides that no further enforcement procedures shall be carried out or that all enforcement procedures taken shall be discontinued in relation to the relevant Mortgage); and

- (b) **Mortgage Revenue Receipts** being all amounts received or recovered in respect of such Mortgages other than Mortgage Principal Receipts, such amounts will include, without limitation, amounts received from Mortgage Borrowers in respect of such Mortgages representing monthly payment of interest and amounts in respect of fees.

The assets backing the have characteristics that demonstrate capacity to produce funds to service any payments due and payable on the Notes.

18.3 Overcollateralisation

The aggregate Mortgage Principal Balance of the Portfolio as at the end of the Portfolio Cut-Off Date exceeds the aggregate Note Initial Principal Amount of the Collateralised Notes by EUR 20,293,625.39 (the **Portfolio Overcollateralisation Amount**).

19.10.3 *Transfer of part of Portfolio Overcollateralisation Amount* sets out a calculation involving, among other things, Portfolio Overcollateralisation Amount which is intended to allow some of that Portfolio Overcollateralisation Amount to be transferred from Available Principal Funds to form part of the Available Revenue Funds on each Payments Date (if an Acceleration Date has not occurred prior to that Payments Date) and thus increase the Available Revenue Funds that are allocated and paid according to the Revenue Priority of Payments on that Payments Date.

To the extent that the Portfolio Overcollateralisation Amount generates Mortgage Principal Receipts during a Collection Period which are not transferred to Available Revenue Funds on the next Payments Date, those Mortgage Principal Receipts will form part of the Available Principal Funds that are allocated and paid according to the Principal Priority of Payments on that Payments Date.

18.4 Reserve Funds

On the Closing Date, the Issuer will establish the following two cash reserve funds (each a **Reserve Fund**):

- (a) the General Reserve Fund which will be funded, held, applied, replenished and released as indicated in 19.3 *General Reserve Fund*; and
- (b) the Liquidity Reserve Fund which will be funded, held, applied, replenished and released as indicated in 19.4 *Liquidity Reserve Fund*.

18.5 Subordinated Note Facility Agreement

On the Closing Date the Issuer, the Subordinated Noteholder, the Risk Retention Holder, the Framework Administrator, the Note Trustee and the Security Trustee will enter an agreement (the **Subordinated Note Facility Agreement**) pursuant to which the Subordinated Noteholder may agree, from time to time, to make advances to the Issuer as contemplated in 11.5.3(c) *Breach of Mortgage Warranty* and 19.7.5 *Additional intra-period daily payments*. There is no commitment of the Subordinated Noteholder to make any such advances and, as at the Closing Date, no such advances are agreed to be made.

If any advance is made by the Subordinated Noteholder under the Subordinated Note Facility Agreement, no interest is payable on such advance.

Amounts repaid in relation to the Subordinated Note Facility Agreement shall not be available to be redrawn by the Issuer unless the Subordinated Noteholder agrees otherwise.

18.6 Credit enhancement for the Notes

Credit enhancement for the Notes is provided in the following manner:

- (a) in relation to any Class of Notes, the subordination of Notes (if any) that rank junior to such Class in the Priority of Payments;
- (b) in respect of the Notes (see 6.1.2 *Classes of Notes*) prior to an Acceleration Date, the availability of certain over-collateralisation Mortgage Principal Receipts to be applied as Available Principal Funds (see 18.3 *Overcollateralisation*);
- (c) the availability of funds, if any, at specified Priority Levels of the Revenue Priority of Payments to reduce a Principal Deficiency; and

- (d) the availability of unutilised General Reserve Fund (if any) following redemption of the Rated Notes (see 6.1.27 *Note Ratings*) to be applied as Available Principal Funds (see 19.10.4 *Transfer of excess General Reserve Fund*).

See further 19 *Payments Rules*.

18.6.2 **Creation of Principal Deficiency Record**

As indicated in 19.2 *Principal Deficiency Record*, in accordance with the terms of the relevant Cash Administration Agreement, the Cash Administrator will establish and maintain on behalf of the Issuer a Principal Deficiency Record, being a provisioning non-cash Record to record amounts in respect of the events indicated in 19.2 which, in turn, will be used to determine amounts at applicable Priority Levels of the Revenue Priority of Payments where Available Revenue Funds are allocated and credited to the Payments Principal Ledger (with a corresponding debit being made to the Payments Revenue Ledger) and then form part of the Available Principal Funds which are then allocated and paid according to the Principal Priority of Payments.

Those events include, among other things, losses incurred in relation to a Mortgage in the Portfolio (including, upon sale of the Mortgage Property following enforcement of a Mortgage upon default) which will result in Mortgage Principal Receipts in respect of that Mortgage being less than the principal amount owing in respect of that Mortgage and, therefore, reflect a deficiency in the Mortgage Principal Receipts that were projected to be credited to the Principal Ledger and form part of the Available Principal Funds to be applied in or towards repayment of the Note Principal Amount Outstanding in respect of Notes according to the Principal Priority of Payments (as specified in the applicable Payments Rules).

As indicated in 19.2(a) (*Increase of balances of Principal Deficiency Sub-Records*), on the Closing Date the Cash Administrator will increase the balance of the Principal Deficiency Record by the Principal Deficiency Record Opening Amount (see 19.2(f) *Principal Deficiency Record Opening Amount*). If the Cash Administrator were to calculate the Principal Deficiency Record Opening Amount as at the date of this Prospectus, based on amounts recorded in respect of the Provisional Portfolio Date, the initial balance to be recorded on the Principal Deficiency Record would be €21,467,152, comprising €955,852 in respect of the Mortgage Loans subject to a potential write-off which has not, as yet, been crystallised, and €20,511,300 in respect of Mortgage Loans which were, as at the Provisional Portfolio Date, in arrears by 180 days or more and with a Last 12 Months' Interest Coverage Ratio of less than 100%.

18.7 **Liquidity support for the Notes**

Liquidity support for the Notes is provided in the following manner:

- (a) in respect of the Notes (see 6.1.2 *Classes of Notes*) prior to an Acceleration Date, the availability of certain over-collateralisation Mortgage Principal Receipts being added to Available Revenue Funds (see 19.10.3 *Transfer of part of Portfolio Overcollateralisation Amount*);
- (b) in respect of the Rated Notes (see 6.1.27 *Note Ratings*) prior to an Acceleration Date, the availability of the General Reserve Fund to reduce a Revenue All Rated Notes Interest Deficiency (see 19.10.6 *Reduction of Revenue All Rated Notes Interest Deficiency*) (and the availability of Available Revenue Funds to replenish the General Reserve Fund);
- (c) in respect of the A Notes prior to an Acceleration Date, the availability of the Liquidity Reserve Fund to reduce a Revenue A Notes Interest Deficiency (see 19.10.8 *Reduction of Revenue A Notes Interest Deficiency*) (and the availability of Available Revenue Funds and Available Principal Funds to replenish the Liquidity Reserve Fund); and
- (d) in respect of the Rated Notes (see 6.1.27 *Note Ratings*) while in the Most Senior Tranche prior to an Acceleration Date, the availability of Mortgage Principal Receipts to reduce a Revenue Senior Rated Notes Interest Deficiency (see 19.10.10 *Reduction of Revenue Senior Rated Notes Interest Deficiency*).

18.8 **Hedging of some interest basis risks**

18.8.1 **Hedge Agreement**

On the Closing Date the Issuer and the Hedge Provider will enter into a 2002 ISDA Master Agreement (including the related schedule, credit support annex and, as entered into on or after the Closing Date, each confirmation, the **Hedge Agreement**) as contemplated in 18.8 *Hedging of some interest basis risks* in the Prospectus.

18.8.2 **Interest rate risk**

The interest rate payable by the Issuer with respect to the Notes is an amount calculated by reference to a variable reference rate of EURIBOR. To provide a level of hedging against the possible variance (subject to the Hedge Cap Rate described below) between:

- the rates of interest payable on Mortgage Loans in the Portfolio; and
- a rate of interest calculated by reference to EURIBOR payable on the Rated Notes,

during the period from and including the Closing Date to the Payments Scheduled Date falling in October 2037 the Issuer will enter into an interest rate cap transaction (the **Hedge Cap Transaction**) with the Hedge Provider on the Closing Date. The Hedge Cap Transaction will be governed by the Hedge Agreement.

18.8.3 **Hedge calculations and payments**

In connection with the Hedge Cap Transaction the Issuer will make an upfront premium payment (the **Hedge Premium**) to the Hedge Provider on the Closing Date in an amount equal to approximately EUR 4,000,000 (see 19.6(d) *Net proceeds on the Closing Date*).

Under the Hedge Cap Transaction, for each Interest Period falling prior to the termination date of the Hedge Cap Transaction, the Hedge Provider will pay to the Issuer on the related Payments Date an amount (the **Interest Period Hedge Provider Amount**) which is the product of:

- the higher of 0% and the result of:
 - EURIBOR for the relevant Interest Period,
 - less
 - the Hedge Cap Rate for the relevant Interest Period; and
- the Hedge Notional Amount for the relevant Interest Period; and
- the applicable day count fraction specified in the Hedge Agreement.

If an Interest Period Hedge Provider Amount is to be paid by the Hedge Provider to the Issuer in respect of that Payments Date, that payment will constitute Available Revenue Funds or, as applicable Available Accelerated Receipts and be applied on that Payments Date according to the Revenue Priority of Payments or, as applicable, the Accelerated Priority of Payments (see 19.10.12 *Allocation and payment from Payments Revenue Ledger*).

The Hedge Cap Transaction will include a schedule (the **Hedge Notional Amount Schedule**) indicating:

- the **Hedge Notional Amount** in respect of an Interest Period, being the amount shown in the Hedge Notional Amount column in the then Hedge Notional Amount Schedule in the row relating to the month in which the Payments Calculation Date in respect of the start of that Interest Period falls; and
- the **Hedge Cap Rate** in respect of an Interest Period, being the percentage shown in the Hedge Cap Rate column in the then Hedge Notional Amount Schedule in the row relating to the month in which the Payments Calculation Date in respect of the start of that Interest Period falls.

The Hedge Notional Amount Schedule in respect of the Hedge Cap Transaction as at the Closing Date is as follows:

From and including:	To but excluding:	Hedge Notional Amount - €	Hedge Cap Rate	From and including:	To but excluding:	Hedge Notional Amount - €	Hedge Cap Rate
25/10/2025	25/11/2025	50,000,000	2.25%	25/10/2031	25/11/2031	150,000,000	4.00%
25/11/2025	25/12/2025	50,000,000	2.25%	25/11/2031	25/12/2031	150,000,000	4.00%
25/12/2025	25/01/2026	50,000,000	2.25%	25/12/2031	25/01/2032	150,000,000	4.00%
25/01/2026	25/02/2026	50,000,000	2.25%	25/01/2032	25/02/2032	150,000,000	4.00%
25/02/2026	25/03/2026	50,000,000	2.25%	25/02/2032	25/03/2032	150,000,000	4.00%
25/03/2026	25/04/2026	50,000,000	2.75%	25/03/2032	25/04/2032	150,000,000	4.00%
25/04/2026	25/05/2026	50,000,000	2.75%	25/04/2032	25/05/2032	150,000,000	4.00%
25/05/2026	25/06/2026	50,000,000	2.75%	25/05/2032	25/06/2032	150,000,000	4.00%
25/06/2026	25/07/2026	50,000,000	2.75%	25/06/2032	25/07/2032	150,000,000	4.00%
25/07/2026	25/08/2026	50,000,000	2.75%	25/07/2032	25/08/2032	150,000,000	4.00%
25/08/2026	25/09/2026	50,000,000	2.75%	25/08/2032	25/09/2032	150,000,000	4.00%
25/09/2026	25/10/2026	50,000,000	2.75%	25/09/2032	25/10/2032	150,000,000	4.00%
25/10/2026	25/11/2026	75,000,000	2.75%	25/10/2032	25/11/2032	150,000,000	4.00%
25/11/2026	25/12/2026	75,000,000	2.75%	25/11/2032	25/12/2032	150,000,000	4.00%
25/12/2026	25/01/2027	75,000,000	2.75%	25/12/2032	25/01/2033	150,000,000	4.00%

From and including:	To but excluding:	Hedge Notional Amount - €	Hedge Cap Rate	From and including:	To but excluding:	Hedge Notional Amount - €	Hedge Cap Rate
25/01/2027	25/02/2027	75,000,000	2.75%	25/01/2033	25/02/2033	150,000,000	4.00%
25/02/2027	25/03/2027	75,000,000	2.75%	25/02/2033	25/03/2033	150,000,000	4.00%
25/03/2027	25/04/2027	75,000,000	3.25%	25/03/2033	25/04/2033	150,000,000	4.00%
25/04/2027	25/05/2027	75,000,000	3.25%	25/04/2033	25/05/2033	125,000,000	4.50%
25/05/2027	25/06/2027	75,000,000	3.25%	25/05/2033	25/06/2033	125,000,000	4.50%
25/06/2027	25/07/2027	75,000,000	3.25%	25/06/2033	25/07/2033	125,000,000	4.50%
25/07/2027	25/08/2027	75,000,000	3.25%	25/07/2033	25/08/2033	125,000,000	4.50%
25/08/2027	25/09/2027	75,000,000	3.25%	25/08/2033	25/09/2033	125,000,000	4.50%
25/09/2027	25/10/2027	75,000,000	3.25%	25/09/2033	25/10/2033	125,000,000	4.50%
25/10/2027	25/11/2027	100,000,000	3.25%	25/10/2033	25/11/2033	125,000,000	4.50%
25/11/2027	25/12/2027	100,000,000	3.25%	25/11/2033	25/12/2033	125,000,000	4.50%
25/12/2027	25/01/2028	100,000,000	3.25%	25/12/2033	25/01/2034	125,000,000	4.50%
25/01/2028	25/02/2028	100,000,000	3.25%	25/01/2034	25/02/2034	125,000,000	4.50%
25/02/2028	25/03/2028	100,000,000	3.25%	25/02/2034	25/03/2034	125,000,000	4.50%
25/03/2028	25/04/2028	100,000,000	3.25%	25/03/2034	25/04/2034	125,000,000	4.50%
25/04/2028	25/05/2028	100,000,000	3.25%	25/04/2034	25/05/2034	125,000,000	4.50%
25/05/2028	25/06/2028	100,000,000	3.25%	25/05/2034	25/06/2034	125,000,000	4.50%
25/06/2028	25/07/2028	100,000,000	3.25%	25/06/2034	25/07/2034	125,000,000	4.50%
25/07/2028	25/08/2028	100,000,000	3.25%	25/07/2034	25/08/2034	125,000,000	4.75%
25/08/2028	25/09/2028	100,000,000	3.25%	25/08/2034	25/09/2034	125,000,000	4.75%
25/09/2028	25/10/2028	100,000,000	3.25%	25/09/2034	25/10/2034	125,000,000	4.75%
25/10/2028	25/11/2028	125,000,000	3.25%	25/10/2034	25/11/2034	100,000,000	4.75%
25/11/2028	25/12/2028	125,000,000	3.25%	25/11/2034	25/12/2034	100,000,000	4.75%
25/12/2028	25/01/2029	125,000,000	3.25%	25/12/2034	25/01/2035	100,000,000	4.75%
25/01/2029	25/02/2029	125,000,000	3.25%	25/01/2035	25/02/2035	100,000,000	4.75%
25/02/2029	25/03/2029	125,000,000	3.25%	25/02/2035	25/03/2035	100,000,000	4.75%
25/03/2029	25/04/2029	125,000,000	3.25%	25/03/2035	25/04/2035	100,000,000	4.75%
25/04/2029	25/05/2029	125,000,000	3.25%	25/04/2035	25/05/2035	100,000,000	4.75%
25/05/2029	25/06/2029	125,000,000	3.25%	25/05/2035	25/06/2035	100,000,000	4.75%
25/06/2029	25/07/2029	125,000,000	3.25%	25/06/2035	25/07/2035	100,000,000	4.75%
25/07/2029	25/08/2029	125,000,000	3.25%	25/07/2035	25/08/2035	100,000,000	4.75%
25/08/2029	25/09/2029	125,000,000	3.25%	25/08/2035	25/09/2035	100,000,000	4.75%
25/09/2029	25/10/2029	125,000,000	3.25%	25/09/2035	25/10/2035	100,000,000	4.75%
25/10/2029	25/11/2029	125,000,000	3.25%	25/10/2035	25/11/2035	75,000,000	5.25%
25/11/2029	25/12/2029	125,000,000	3.25%	25/11/2035	25/12/2035	75,000,000	5.25%
25/12/2029	25/01/2030	125,000,000	3.25%	25/12/2035	25/01/2036	75,000,000	5.25%
25/01/2030	25/02/2030	125,000,000	3.25%	25/01/2036	25/02/2036	75,000,000	5.25%
25/02/2030	25/03/2030	125,000,000	3.25%	25/02/2036	25/03/2036	75,000,000	5.25%
25/03/2030	25/04/2030	125,000,000	3.25%	25/03/2036	25/04/2036	75,000,000	5.25%
25/04/2030	25/05/2030	150,000,000	3.50%	25/04/2036	25/05/2036	75,000,000	5.25%
25/05/2030	25/06/2030	150,000,000	3.50%	25/05/2036	25/06/2036	75,000,000	5.25%
25/06/2030	25/07/2030	150,000,000	3.50%	25/06/2036	25/07/2036	75,000,000	5.25%
25/07/2030	25/08/2030	150,000,000	3.50%	25/07/2036	25/08/2036	75,000,000	5.25%
25/08/2030	25/09/2030	150,000,000	3.50%	25/08/2036	25/09/2036	75,000,000	5.25%
25/09/2030	25/10/2030	150,000,000	3.50%	25/09/2036	25/10/2036	75,000,000	5.25%
25/10/2030	25/11/2030	150,000,000	3.50%	25/10/2036	25/11/2036	50,000,000	5.25%
25/11/2030	25/12/2030	150,000,000	3.50%	25/11/2036	25/12/2036	50,000,000	5.25%
25/12/2030	25/01/2031	150,000,000	3.50%	25/12/2036	25/01/2037	50,000,000	5.25%
25/01/2031	25/02/2031	150,000,000	3.50%	25/01/2037	25/02/2037	50,000,000	5.25%
25/02/2031	25/03/2031	150,000,000	3.50%	25/02/2037	25/03/2037	50,000,000	5.25%
25/03/2031	25/04/2031	150,000,000	3.50%	25/03/2037	25/04/2037	50,000,000	5.25%
25/04/2031	25/05/2031	150,000,000	3.50%	25/04/2037	25/05/2037	50,000,000	5.25%
25/05/2031	25/06/2031	150,000,000	3.50%	25/05/2037	25/06/2037	50,000,000	5.25%
25/06/2031	25/07/2031	150,000,000	3.50%	25/06/2037	25/07/2037	50,000,000	5.25%
25/07/2031	25/08/2031	150,000,000	3.50%	25/07/2037	25/08/2037	50,000,000	5.25%
25/08/2031	25/09/2031	150,000,000	3.50%	25/08/2037	25/09/2037	50,000,000	5.25%
25/09/2031	25/10/2031	150,000,000	3.50%	25/09/2037	25/10/2037	50,000,000	5.25%

18.8.4 **Certain tax aspects of hedge transaction**

The Issuer is not obliged, under the Hedge Agreement, to gross up payments made by it if a withholding or deduction for or on account of taxes is imposed on payments made under the Hedge Cap Transaction.

The Hedge Provider will generally be obliged to gross up payments made by it to the Issuer if a withholding or deduction for or on account of tax is imposed on payments made by it under the Hedge Cap Transaction (other than a withholding imposed pursuant to FATCA). However, if the Hedge Provider is required to gross up a payment under the Hedge Cap Transaction due to a change in the law, the Hedge Provider may terminate the Hedge Cap Transaction.

18.8.5 **Hedge early termination**

The Hedge Cap Transaction may be terminated in whole or in part (a **Hedge Early Termination Event**) in certain circumstances including, but not limited to (in each case as more specifically provided for in the Hedge Agreement):

- if the Hedge Provider or the Issuer fails to pay any amounts due and payable in accordance with the terms of the Hedge Agreement and any applicable grace period has expired;
- if the Hedge Provider is downgraded and fails to comply with the requirements of the downgrade provisions contained in the Hedge Agreement (as described in 18.8.6 *Hedge Provider ratings*);
- upon the occurrence of the Security Trustee serving a Security Realisation Notice on the Issuer or if any of the Notes becomes due and payable in whole (not in part) prior to the Final Maturity Date pursuant to Note Base Condition 6 *Redemption, purchase and cancellation* or is otherwise cancelled, redeemed or repaid in whole (but not in part) for any reason;
- upon the entry into, amendment or supplement of any Transaction Document or waiver or consent without the prior written consent of the Hedge Provider where such consent is required as indicated in 18.8.8 *Consent for amendments affecting Hedge Provider*;
- a change of law results in the obligations of one or both of the parties becoming illegal;
- a change in tax law occurs which has the effect that a party to the Hedge Agreement will be required to make any withholding in respect of any payments to the other party;
- a breach by the Risk Retention Holder of its undertaking to the Issuer and the Note Trustee in the Subordinated Note Facility Agreement in relation to the Retention Requirement occurs which:
 - is unremedied for 30 days; and
 - causes the Hedge Provider to be in breach of Article 5.1(c), (d), or (e) of the EU Securitisation Regulation and such breach of Article 5.1(c), (d), or (e) is, in the commercially reasonable opinion of the Hedge Provider (acting in good faith), material to the Hedge Provider's position under the Hedge Agreement; and
- certain force majeure events occur and result in one or both of the parties being prevented from performing its obligations, receiving payments or complying with any material provision of the Hedge Agreement.

Upon an early termination of the Hedge Cap Transaction (including a partial early termination) the Hedge Provider may be liable to make a termination payment to the Issuer. This termination payment will be calculated and payable in EUR. The amount of any termination payment will be based on the market value of the terminated hedge (or, as applicable, terminated part of the hedge) as determined on the basis of quotations sought from leading dealers as to the costs of entering into a transaction with the same terms and conditions that would have the effect of preserving the economic equivalent of the respective full payment obligations of the parties (or, in some circumstances, based upon a good faith determination of total losses and costs (or gains) of the determining party) and will include unpaid amounts that became due and payable prior to the date of termination, taking account of any Hedge Collateral transferred by the Hedge Provider to the Issuer under the Hedge Agreement.

Upon early termination of a Hedge Agreement, the Issuer will endeavour, although this cannot be guaranteed, to find a replacement Hedge Provider that will enter into a replacement for the relevant Hedge Agreement.

18.8.6 **Hedge Provider ratings**

Section 8.1.3 *Hedge Provider (or its credit support provider under the Hedge Agreement)* summarises the action that needs to be taken by the Hedge Provider if it ceases to have the ratings specified in that table.

Based on publicly available information obtained by the Issuer from the website of BNP Paribas at <https://invest.bnpparibas/en/debt-and-ratings> (which website does not form part of this Prospectus), as at the date of this Prospectus, it has an issuer credit rating of A+ in respect of its long term EUR obligations and a resolution counterparty rating of AA- in respect of its long term EUR obligations by S&P Global Ratings Europe Limited.

To the extent required to be provided pursuant to the credit support annex of the Hedge Agreement, Hedge Collateral provided by the Hedge Provider is required to take the form of EUR cash. The Hedge Provider

will be responsible for determining (in accordance with stipulated parameters) the amount of such Hedge Collateral which is required to be transferred and/or returned.

18.8.7 **Transfer by Hedge Provider**

The Hedge Provider may, subject to certain conditions specified in the Hedge Agreement including (without limitation) the satisfaction of certain requirements of the Rating Agencies, transfer its obligations under the Hedge Agreement to another entity with the ratings set out in 8.1.3 *Hedge Provider (or its credit support provider under the Hedge Agreement)* above, or whose present and future obligations owing to the Issuer under the Hedge Agreement are unconditionally and irrevocably guaranteed by an entity which has such ratings.

18.8.8 **Consent for amendments affecting Hedge Provider**

The Issuer, the Security Trustee, the Note Trustee and other parties to the Transaction Deed will agree with the Hedge Provider that, any entry into a new Transaction Document and/or any modification of, supplement to, waiver or consent in respect of any Transaction Document shall be ineffective in the circumstances and to the extent indicated in 4.1.17(c) *Certain modifications require the consent of the Hedge Provider*.

18.8.9 **UK EMIR and EU EMIR**

Section 4.6.4 *EU and UK European Market Infrastructure Regulation* discusses certain aspects of UK EMIR and EU EMIR in relation to the Hedge Cap Transaction, the Issuer and the Hedge Provider. In the Hedge Agreement the Issuer and the Hedge Provider will agree that they will consent to, and take all such steps as are reasonably required to give effect to any amendment to the Hedge Agreement as they may agree at such time is necessary to ensure that the terms of the Hedge Agreement, and their obligations under the Hedge Agreement, will be in compliance with any clarifications, updates or modification to rules, regulations, directions, processes, guidelines and procedures relating to UK EMIR and/or EU EMIR that become operative or applicable, provided that if any such terms or obligations would, in the reasonable opinion of the Hedge Provider or counsel to any party, contravene or result in conflict with other laws or regulations applicable to that party, they shall work in good faith to find a suitable alternative in order to avoid such contravention or resolve such conflict and provided that such amendment or waiver shall only become valid if it is notified to the Rating Agencies and if it is (in this form) required to comply with EU EMIR and/or UK EMIR and/or the technical standards under EU EMIR and/or UK EMIR.

18.9 **Holding and investment of the Issuer's funds**

18.9.1 **LTH Accounts**

(a) **LTH Collection Account**

Pursuant to the Mortgage Administration Agreement:

- the Legal Title Holder will agree to hold and maintain in its name two bank accounts (each an **LTH Collection Account**) with the LTH Account Provider; and
- the Mortgage Administrator will agree to ensure that, prior to the occurrence of any event entitling the termination of the appointment of the LTH Account Provider, all Mortgage Receipts in respect of the Portfolio are to be credited to an LTH Collection Account, in each case as contemplated in 19.7.1 *Payments into LTH Collection Account*.

Amounts received into the LTH Collection Accounts will be transferred by the Mortgage Administrator into the Transaction Account as indicated in 19.7.2 *Sweep to Transaction Account*.

On the Closing Date the Issuer, Kinbane 2022-RPL 1 DAC, U.S. Bank Trustees Limited (as the Security Trustee and as trustee in respect of a trust deed with Kinbane 2022-RPL 1 DAC) and Pepper Finance Corporation (Ireland) DAC (as LTH Collection Account trustee) will enter into an accession deed (the **LTH Collection Account Trust Accession Deed**) whereby the Issuer and the Security Trustee will accede to and become parties to the LTH Collection Account Trust Deed and become beneficiaries of the trust declared by Pepper Finance Corporation (Ireland) DAC under the LTH Collection Account Trust Deed in relation to the collections credited to an LTH Collection Account which relate to a Mortgage in the Portfolio and Kinbane 2022-RPL 1 DAC and U.S. Bank Trustees Limited (as trustee in respect of a trust deed with Kinbane 2022-RPL 1 DAC) would cease to be parties to the LTH Collection Account Trust Deed and cease to be beneficiaries of that trust.

The **LTH Collection Account Trust Deed** means the Collection Account Declaration of Trust (as supplemented, amended and acceded to from time to time) entered into on 26 July 2024 between

Pepper Finance Corporation (Ireland) DAC (as legal title holder, account holder and trustee), Kinbane 2022-RPL 1 DAC, Kinbane 2024-RPL 1 DAC and Penryn Funding 2024 DAC and U.S. Bank Trustees Limited (as trustee in respect of trust deeds with Kinbane 2022-RPL 1 DAC and Kinbane 2024-RPL 1 DAC) in relation to the LTH Collection Account whereby Pepper Finance Corporation (Ireland) DAC, as holder of the LTH Collection Account, declared it holds collections credited to the LTH Collection Account for the benefit of the applicable beneficial owner of the Mortgage to which such collections relate (being, as applicable, Kinbane 2022-RPL 1 DAC, Kinbane 2024-RPL 1 DAC and Penryn Funding 2024 DAC).

(b) **LTH Expense Account**

Pursuant to the Mortgage Administration Agreement:

- the Legal Title Holder will agree to hold and maintain in its name a bank account (the **LTH Expense Account**) with the LTH Account Provider; and
- the Mortgage Administrator will agree to ensure that the LTH Expense Account shall be exclusively used for paying certain routine expenses incurred in carrying out the Mortgage Administration Services (and the Mortgage Administrator shall be permitted to transfer Mortgage Receipts in respect of the Portfolio from the LTH Collection Accounts to the LTH Expense Account, up to a budget pre-agreed with the Framework Administrator, for the purpose of funding payment of such expenses).

On the Closing Date the Legal Title Holder, the LTH Account Trustee, the Mortgage Administrator, the Issuer, the Framework Administrator and the Security Trustee will enter a deed (the **LTH Expense Account Trust Deed**) pursuant to which the Legal Title Holder will declare a trust in favour of the Issuer over all amounts credited to the LTH Expense Account from time to time.

(c) **Security in respect of the LTH Account Trust Deeds**

Notice will be given to and reasonable endeavours taken by the Mortgage Administrator to obtain an acknowledgement from the LTH Account Provider in respect of the terms of each **LTH Account Trust Deed** (being, as applicable, the LTH Collection Account Trust Deed and/or the LTH Expense Account Trust Deed) and the rights of the Issuer and the Security Trustee in respect of the moneys in the relevant **LTH Account** (being each LTH Collection Account and the LTH Expense Account). The Issuer's rights and interests under each LTH Account Trust Deed shall be subject to the Security and shall form part of the Security Assets.

(d) **LTH Account Provider**

Each LTH Account will be held and maintained with the **LTH Account Provider**, being The Governor and Company of the Bank of Ireland, a company incorporated under the laws of Ireland whose registered number is C-1 acting through its office at 40 Mespil Road, Dublin 4, Ireland as at the Closing Date.

Based on publicly available information obtained by the Issuer from the website of The Governor and Company of the Bank of Ireland at <https://investorrelations.bankofireland.com/debt-investors/credit-ratings/> (which website does not form part of this Prospectus), as at the date of this Prospectus, The Governor and Company of the Bank of Ireland is a bank, is authorised and regulated by the Central Bank of Ireland and its short term unsecured obligations are rated A-1 by S&P Global Ratings Europe Limited, Prime-1 by Moody's Deutschland GmbH and F1 by Fitch Ratings Ireland Limited and the unsecured unsubordinated long term obligations of the Bank are rated A by S&P Global Ratings Europe Limited, Aa3 by Moody's Deutschland GmbH and A by Fitch Ratings Ireland Limited.

See 8 *Triggers tables* for details of circumstances in which the appointment of the LTH Account Provider may or, as applicable, shall be terminated by the Legal Title Holder (and each LTH Collection Account and the LTH Expense Account closed) and the related steps to be taken by the Legal Title Holder to open new LTH Collection Accounts and a new LTH Expense Account with a replacement LTH Account Provider.

18.9.2 **Issuer Accounts**

As indicated in 14.3 *Issuer Account Services*, pursuant to the Issuer Account Agreement two Issuer Accounts (being the Transaction Account and the Hedge Collateral Account) will be maintained by the Issuer in its name with the Issuer Account Provider and operated by the Cash Administrator pursuant to the Cash Administration Agreement and as indicated in the Payments Rules (see 14.4 *Cash Administration Services* and 19 *Payments Rules*).

All amounts which are from time to time received by the Issuer in respect of Security Assets will be paid directly into an Issuer Account (see further 14.3 *Issuer Account Services*). No other moneys will be credited to any Issuer Account. The Hedge Collateral Account will only be used for holding Hedge Collateral (if any) from time to time posted by the Hedge Provider under the Hedge Agreement (see 18.8.6 *Hedge Provider ratings* and 8.1.3 *Hedge Provider (or its credit support provider under the Hedge Agreement)*).

(a) **Interest earned on Issuer Accounts**

Pursuant to the Issuer Account Agreement, the Issuer Account Provider will agree to pay interest on the daily balance of the Issuer Accounts at the variable rate (being EURIBOR, as determined by the Issuer Account Provider from time to time, less a specified margin) set out in a fee letter between the Issuer and the Issuer Account Provider, such interest to accrue on a daily basis. Such interest will be credited to the relevant Issuer Account and:

- an amount equal to the portion of such interest (if any) which was earned on amounts representing Hedge Collateral shall be paid to the Hedge Provider; and
- the remainder shall be applied in the manner specified in the relevant Payments Rules.

(b) **Negative interest on Issuer Accounts**

The Issuer Account Agreement includes clauses whose effect is that, in the event that for a period the amount of interest payable in respect of an Issuer Account would otherwise be a negative amount, no amount of interest is payable by the Issuer Account Provider to the Issuer and, instead, the Issuer shall pay a utilisation fee to the Issuer Account Provider equal to that negative amount expressed as a positive number. See further 4.2.11 *Negative interest rates in respect of the Issuer Accounts*.

18.9.3 **Ledgers and Records**

As indicated in 19.1.6 *Structured book-keeping system of Ledgers and Records*, in accordance with the terms of the Cash Administration Agreement, the Cash Administrator will establish and maintain on behalf of the Issuer a system of Ledger and Records in the Issuer's books for the purpose of organising, managing and administering the Issuer's funds. At all times the aggregate of the balances of the Ledgers will at such times equal the aggregate of the balances of each of the Issuer Accounts. Debits and credits shall be made to the Ledgers and the balances of the Records shall be increased and decreased at the times and in the amounts indicated in 19 *Payments Rules*.

18.10 **Arrangements relating to Note Ratings**

18.10.1 **Note Ratings**

The ratings in respect of the relevant Notes that are expected to be assigned by the Rating Agencies on or about the Closing Date (the **Note Ratings**) are indicated in 6.1.27 *Note Ratings*.

The Note Ratings reflect the views of the relevant Rating Agency and are based on, among other things, the Mortgages and the structural features of the transaction (including, without limitation, the ratings of certain other Transaction Parties).

A Note Rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn at any time by the relevant Rating Agency. See further 4.1.15 *Ratings of the Notes*.

18.10.2 **Rating triggers**

The table in 8.1 *Rating triggers table* indicates steps that are to be taken if and when a trigger event indicated in that table occurs. That table includes persons who are required to provide funds to and/or hold funds for the Issuer who will have or could have material payment obligations or liabilities to the Issuer and/or in respect of funds to which the Issuer is beneficially entitled.

Although no assurance that Notes will maintain their initial or any other particular ratings can be given (see 4.1.15 *Ratings of the Notes*), those steps, if taken upon the occurrence of the applicable trigger event and intended to reduce the likelihood of that event adversely affecting the then Note Ratings of the Rated Notes.

18.10.3 **Non-rating triggers**

The table in 8.2 *Non-rating triggers table* indicates steps that are to be taken if and when a trigger event indicated in that table occurs and, where specified in that table, the ratings that a replacement needs to have and the period within which a replacement is to be appointed.

19. Payments Rules

19.1 Payments Rules core definitions

The **Payments Rules** comprise:

- (a) the definitions, concepts, procedures, arrangements and priorities of payments specified and/or referred to in this 19.1 *Payments Rules core definitions* to 19.14 *Accelerated Priority of Payments* inclusive; and
- (b) (except to the extent inconsistent with those definitions, concepts, procedures, arrangements and priorities of payments) the applicable provisions of the Cash Administration Agreement.

19.1.1 Priority of Payments

Priority of Payments means as applicable:

- (a) the Revenue Priority of Payments and the Principal Priority of Payments in respect of each Payments Date occurring prior to an Acceleration Date; and
- (b) the Accelerated Priority of Payments in respect of each Payments Date occurring on or after an Acceleration Date.

Accelerated Priority of Payments means the making of allocations and payments in accordance with the table set out in 19.14 *Accelerated Priority of Payments* and in the order of the Priority Levels indicated in that table and applying the Priority Interpretation Rules (see 19.11 *Priority Interpretation Rules*), being applicable when indicated in the definition of Priority of Payments.

Principal Priority of Payments means the making of allocations and payments in accordance with the table set out in 19.13 *Principal Priority of Payments* and in the order of the Priority Levels indicated in that table and applying the Priority Interpretation Rules (see 19.11 *Priority Interpretation Rules*), being applicable when indicated in the definition of Priority of Payments.

Revenue Priority of Payments means the making of allocations and payments in accordance with the table set out in 19.12 *Revenue Priority of Payments* and in the order of the Priority Levels indicated in that table and applying the Priority Interpretation Rules (see 19.11 *Priority Interpretation Rules*), being applicable when indicated in the definition of Priority of Payments.

A reference to **Amounts Due** at any time is to all accrued amounts (including, without limitation, in respect of indemnity payments, fees, costs, and expenses) due, payable and outstanding at that time (and any value added tax thereon).

Third Party Amounts means at any time all accrued amounts (including, without limitation, in respect of indemnity payments, fees, costs, and expenses) due, payable and outstanding at that time (and any value added tax thereon) to persons who are not Transaction Parties (including insurance contracts maintained by or on behalf of the Issuer and audit fees, if any) which are incurred without breach by the Issuer of the Transaction Documents and payment of which is not provided for elsewhere in any Priority of Payments.

Hedge Provider Subordinated Amounts means, in relation to a Hedge Agreement, on any Payments Date the amount, if any, due to the relevant Hedge Provider on that Payments Date (excluding the amount of any Hedge Collateral which is not to be applied towards any termination payment from the Hedge Provider) in connection with a termination of that Hedge Agreement where such termination has arisen as a result of an 'Event of Default' where the Hedge Provider is the 'Defaulting Party' or as a result of a 'Termination Event' where that Hedge Provider is the sole 'Affected Party' (and for these purposes 'Event of Default', 'Defaulting Party', 'Termination Event' and 'Affected Party' have the meanings indicated in that Hedge Agreement).

19.1.2 Payments Date

Payments Date means each Payments Scheduled Date and each Payments Additional Date.

Payments Additional Date means:

- (a) each date (not being a Payments Scheduled Date) upon which the Note Principal Amount Outstanding in relation to any Class of Notes becomes due and payable prior to the relevant Final Maturity Date in relation to such Notes as a result of the Issuer exercising any right under the Note Conditions to fully redeem that Class of Notes; and

- (b) if an Acceleration Date has occurred, each date the Security Trustee may specify from time to time in a notice to the Issuer and to the Payments Administrator.

Payments Scheduled Date while an Acceleration Date has not occurred, means the 25th day each calendar month commencing from and including 25 November 2025 or, if any such day is not a Business Day, the immediately following Business Day.

19.1.3 **Payments Calculation Date**

Payments Calculation Date means the 4th Business Day immediately preceding each Payments Date which occurs.

19.1.4 **Acceleration Date**

Acceleration Date means the first to occur of the following:

- (a) a Note Acceleration Date occurs;
- (b) a Security Realisation Date occurs; or
- (c) a date upon which the Note Principal Amount Outstanding in relation to any Class of Notes becomes due and payable prior to the relevant Final Maturity Date in relation to such Notes as a result of the Issuer exercising any right under the Note Conditions to fully redeem that Class of Notes.

19.1.5 **Payments Administrator**

The **Payments Administrator** is:

- (a) (if an Acceleration Date has occurred) the person (who may be, but does not need to be, the Security Trustee) specified by the Security Trustee as Payments Administrator as indicated in a notice, if any, given by the Security Trustee to the Issuer and the Cash Administrator; and
- (b) the Cash Administrator in any other case.

19.1.6 **Structured book-keeping system of Ledgers and Records**

In accordance with the terms of the Cash Administration Agreement, the Cash Administrator will establish and maintain on behalf of the Issuer a system of memorandum accounts or ledgers and accounting records in the Issuer's books for the purpose of organising, managing and administering the Issuer's funds (as held in the manner described in 18.9 *Holding and investment of the Issuer's funds*), where:

- a memorandum account in the Issuer's books representing cash funds is designated and referred to as a **Ledger** and amounts are referred to as being "debited" from and "credited" to a Ledger; and
- a memorandum account in the Issuer's books representing non-cash provisions or liabilities is designated and referred to as a **Record** and the balance on a Record is expressed as being "increased" or "decreased" or "reduced" by certain amounts entered in it.

19.1.7 **Ledgers**

The Ledgers will comprise:

- a **Principal Ledger**;
- a **Revenue Ledger**;
- a **Payments Principal Ledger**;
- a **Payments Revenue Ledger**;
- a **General Reserve Fund Ledger**;
- a **Liquidity Reserve Fund Ledger**;
- a **Hedge Collateral Ledger**; and
- a **Issuer Profit Ledger**.

At all times the aggregate of the balances of the Ledgers will at such times equal the aggregate of the balances of each of the Issuer Accounts.

Debits and credits shall be made to the Ledgers at the times and in the amounts indicated in the Transaction Documents (in particular, in the Security Documents, the Cash Administration Agreement and the Payments Rules).

19.2 Principal Deficiency Record

A Record (the **Principal Deficiency Record**) will be established on the Closing Date in the books of the Issuer and will be maintained by the Cash Administrator as contemplated in the Payments Rules.

The Principal Deficiency Record will comprise a set of **Principal Deficiency Sub-Records**, one for each Tranche (whether or not that Tranche includes more than one Class of Notes), and in each case shall be designated with the same identifier as applies to that Tranche (the Notes in the relevant Tranche being the **Principal Deficiency Sub-Record Notes** in relation to the relevant Principal Deficiency Sub-Record for that Tranche).

Whenever the balance of the Principal Deficiency Record is to be increased or reduced by an amount, one or more of the Principal Deficiency Sub-Records will be increased or reduced by, in aggregate, that amount. At all times the aggregate of the balances of the Principal Deficiency Sub-Records will at such times constitute the balance of the Principal Deficiency Record.

All increases shall be recorded in each Principal Deficiency Sub-Record sequentially, starting with the Principal Deficiency Sub-Record in respect of the Notes relating to the most junior Tranche, in ascending order of their designated Tranche in each case up to an amount equal to the then aggregate Note Principal Amount Outstanding of the corresponding Principal Deficiency Sub-Record Notes (provided that no such limit on increases shall apply to the Principal Deficiency Sub-Record in respect of the Notes relating to the most senior Tranche).

Conversely all decreases shall be recorded in each Principal Deficiency Sub-Record sequentially in descending order of their designated Tranches in each case until the balance on the relevant Principal Deficiency Sub-Record is reduced to zero (provided that no such limit on decreases shall apply to the Principal Deficiency Sub-Record in respect of the Notes relating to the most junior Tranche).

(a) Increase of balances of Principal Deficiency Sub-Records

The Cash Administrator will increase the balance of the Principal Deficiency Record:

- (1) on the Closing Date by the Principal Deficiency Record Opening Amount (see 19.2(f) *Principal Deficiency Record Opening Amount*);
- (2) on each Payments Calculation Date in respect of the following amounts, in each case as determined by the Mortgage Administrator in respect of the most recent Collection Period and notified by it to the Cash Administrator:
 - (A) any new or additional principal losses incurred on the Mortgage Loans in the Portfolio during that Collection Period;
 - (B) the amount of the new or additional provisions made during that Collection Period by the Mortgage Administrator for potential write-offs which have not, as at the end of that Collection Period, been crystallised (and, for the avoidance of doubt, to the extent that such provisions have not already been recorded to the Principal Deficiency Record);
 - (C) the amount (if any) by which:
 - (i) the result of the product of 20% and the Mortgage Current Balance of each Potential Loss Mortgage Loan calculated as at the most recently ended Collection Period; exceeds
 - (ii) the previous calculation for the previous Payments Calculation Date,
 and in respect of which an increase has not already been recorded (and which has not been written back under 19.2(b) *Decrease of balances of Principal Deficiency Sub-Records*) to the Principal Deficiency Record under any paragraph of this 19.2(a)(2));
- (3) (if applicable) to the extent that the Subordinated Noteholder does not make an advance to the Issuer under the Subordinated Note Facility Agreement in respect of a breach of a Mortgage Warranty as contemplated in 11.5.3(c) *Breach of Mortgage Warranty* which is at least equal to the Mortgage Warranty Damages Amount in respect of which that breach occurred;

- (4) by the amount transferred from the Payments Principal Ledger to the Payments Revenue Ledger on a Payments Date to reduce a Revenue Senior Rated Notes Interest Deficiency as summarised in 19.10.10 *Reduction of Revenue Senior Rated Notes Interest Deficiency*; and
- (5) by the amount transferred from the Payments Principal Ledger to the Liquidity Reserve Fund Ledger on a Payments Date to replenish the Liquidity Reserve Required Amount at Priority Level 1 of the Principal Priority of Payments.

Mortgage Principal Loss means in relation to a Mortgage Loan:

- (a) the amount (if any) of the Mortgage Principal Balance which remains outstanding in respect of that Mortgage Loan following the application of the proceeds of the enforcement of the Mortgage Security in relation to that Mortgage Loan (including, without limitation, following the sale of the relevant Mortgage Property); and
- (b) the amount of any other losses in respect of the Mortgage Principal Balance of that Mortgage Loan, in each case as determined by the Mortgage Administrator in accordance with its then current procedures (including, without limitation, any write downs under the Personal Insolvency Act or any loss as a result of an exercise of any set-off by the relevant Mortgage Borrower).

Potential Loss Mortgage Loan means a Mortgage Loan:

- (a) which is in arrears by 180 days or more the end of the then most recently ended Collection Period; and
- (b) in respect of which the Last 12 Months' Interest Coverage Ratio was below 100% as at the end of that Collection Period.

(b) **Decrease of balances of Principal Deficiency Sub-Records**

- (1) The Cash Administrator will decrease the balance of the Principal Deficiency Record (and thereby reduce the Principal Deficiency) by each amount transferred from the Payments Revenue Ledger to the Payments Principal Ledger in accordance with the Revenue Priority of Payments on a Payments Date to reduce a positive balance (if any) on a Principal Deficiency Sub-Record (see 19.12 *Revenue Priority of Payments*).
- (2) In the event that Cash Administrator is notified by the Mortgage Administrator that that an increase was recorded to the Principal Deficiency Record in respect of a provision for a potential write-off in relation to a Mortgage Loan and that provision is reduced and/or exceeds the amount that was actually written-off, the Cash Administrator shall record a decrease to the Principal Deficiency Record by the amount of that reduction or, as applicable, excess.
- (3) The Cash Administrator will decrease the balance of the Principal Deficiency Record on each Payments Calculation Date in respect of the following amount, in each case as determined by the Mortgage Administrator in respect of the most recent Collection Period and notified by it to the Cash Administrator, being the amount (if any) by which:
 - (A) the result of the product of 20% and the Mortgage Current Balance of each Potential Loss Mortgage Loan calculated as at the most recently ended Collection Period;
 - is less than
 - (B) the previous calculation for the previous Payments Calculation Date,
 and in respect of which an increase has not already been recorded (and which has not been written back under 19.2(b) *Decrease of balances of Principal Deficiency Sub-Records*) to the Principal Deficiency Record under any paragraph of this 19.2(a)(2)).

(c) **Periodic recalibration of Principal Deficiency Record**

Each time that following a change (whether an increase or decrease) to the Principal Deficiency Record there is a Principal Deficiency, the Cash Administrator shall update the Principal Deficiency Sub-Records so that they are all reduced to zero and the full amount of the changed Principal Deficiency is then re-allocated to the Principal Deficiency Sub-Records in inverse order of seniority, starting with the one relating to the most junior Tranche and so that the balance on a Principal Deficiency Sub-Record (apart from the one relating to the Most Senior Tranche) shall not, at any time,

exceed the then aggregate Note Principal Amount Outstanding in respect of the Notes in the corresponding Tranche.

(d) **Principal Deficiency**

If at any time the Principal Deficiency Record has a positive balance, then there is a **Principal Deficiency** of that amount in relation to the Transaction.

(e) **Last 12 Months' Interest Coverage Ratio**

Last 12 Months' Interest Coverage Ratio means, in respect of any Mortgage Loan:

- (a) the sum of the payments made during the most recent 12 completed Collection Periods, divided by
- (b) the product of:
 - (1) the higher of 0.01% per annum and the interest rate of that Mortgage Loan as at the end of the most recent Collection Period End Date, and
 - (2) the Mortgage Current Balance of that Mortgage Loan as at the end of the most recent Collection Period End Date.

(f) **Principal Deficiency Record Opening Amount**

The Cash Administrator will, on or prior to the Closing Date, calculate the Principal Deficiency Record Opening Amount, each case using amounts notified by the Arranger to the Cash Administrator, and then increase the Principal Deficiency Record on the Closing Date by the Principal Deficiency Record Opening Amount.

Principal Deficiency Record Opening Amount means the aggregate of the following in respect of each Mortgage Loan in the Portfolio on the Closing Date (as applicable):

- (a) in relation to each Mortgage Loan:
 - (1) which is in arrears by 180 days or more as at the Portfolio Cut-Off Date; and
 - (2) in respect of which the Last 12 Months' Interest Coverage Ratio was below 100% as at the Portfolio Cut-Off Date,
 an amount equal to the Mortgage Current Balance of such Mortgage Loan multiplied by 20%; and
- (b) in relation to each other Mortgage Loan in respect of which the Mortgage Administrator has made a provision for a potential write-off which has not, as at the Portfolio Cut-Off Date, been crystallised, an amount equal to the potential write-off amount in respect of such Mortgage Loan.

19.3 **General Reserve Fund**

The General Reserve Fund:

- (a) will be funded on the Closing Date from part of the proceeds from the Notes in an amount equal to the General Reserve Initial Required Amount (being EUR 1,430,850) (see 19.6(b));
- (b) will be applied as contemplated in 19.10.6 *Reduction of Revenue All Rated Notes Interest Deficiency* or, as applicable, 19.10.4 *Transfer of excess General Reserve Fund*; and
- (c) may be replenished up to the General Reserve Required Amount to the extent of Available Revenue Funds at Priority Level 18 of the Revenue Priority of Payments.

General Reserve Fund means at any time the then credit balance (if any) of the General Reserve Fund Ledger.

General Reserve Initial Required Amount means:

- (a) EUR 5,783,850, being the aggregate Note Initial Principal Amount of the Collateralised Notes on the Closing Date multiplied by 1.5%,
less
- (b) the Liquidity Reserve Initial Required Amount.

General Reserve Required Amount means:

- (a) on any Payments Date up to (but excluding) the date that all of the Rated Notes are redeemed in full, an amount equal to the result of:
 - (1) EUR 5,783,850, being the aggregate Note Initial Principal Amount of the Collateralised Notes on the Closing Date multiplied by 1.5%,
less
 - (2) the Liquidity Reserve Required Amount as at the start of that Payments Date; and
- (b) thereafter, EUR 0.

19.4 **Liquidity Reserve Fund**

The Liquidity Reserve Fund:

- (a) will be funded on the Closing Date from part of the proceeds from the Notes in an amount equal to the Liquidity Reserve Initial Required Amount (being EUR 4,353,000) (see 19.6(c));
- (b) will be applied as contemplated in 19.10.8 *Reduction of Revenue A Notes Interest Deficiency* or, as applicable, 19.10.11 *Transfer of excess Liquidity Reserve Fund*; and
- (c) may be replenished up to the Liquidity Reserve Required Amount to the extent of Available Revenue Funds at Priority Level 7 of the Revenue Priority of Payments and/or, as applicable, to the extent of Available Principal Funds at Priority Level 1 of the Principal Priority of Payments.

Liquidity Reserve Fund means at any time the then credit balance (if any) of the Liquidity Reserve Fund Ledger.

Liquidity Reserve Initial Required Amount means EUR 4,353,000, being the aggregate Note Initial Principal Amount of the A Notes on the Closing Date multiplied by 1.5%.

Liquidity Reserve Required Amount means:

- (a) on any Payments Date up to (but excluding) the date that the A Notes are redeemed in full, an amount equal to the greater of:
 - (1) the aggregate Note Principal Amount Outstanding of the A Notes on the Payments Calculation Date immediately prior to such Payments Date multiplied by 1.5%; and
 - (2) the aggregate Note Initial Principal Amount of the A Notes on the Closing Date multiplied by 0.5%; and
- (b) thereafter, EUR 0.

19.5 **Issuer Profit Ledger**

19.5.1 **Overview of Issuer Profit Ledger**

Priority Level 3 of the Revenue Priority of Payments provides for allocation and payment of an amount to the Issuer Profit Ledger on each Payments Date in respect of the **Issuer Profit Accrual Amount** (being EUR 1,200 per annum in respect of each financial year of the Issuer (each an **Issuer Financial Year**)).

The crediting of such amounts to the Issuer Profit Ledger and the application of those amounts as described below is primarily to assist the achievement of, and to be consistent with, the expected tax position of the Issuer for Irish corporation tax and expected accounting treatment of the Issuer for the preparation of certain financial statements (in each case, as at the date of this Prospectus).

19.5.2 **Application of funds in Issuer Profit Ledger**

Following the last day of each Issuer Financial Year the **Issuer Profit Annual Distribution Amount** is the amount credited to the Issuer Profit Ledger during such Issuer Financial Year less the amount of Irish corporation tax payable by the Issuer in respect of such amount.

On each occasion that Irish corporation tax is to be paid by the Issuer, the relevant amount of that payment shall be paid out of the Transaction Account to the Revenue Commissioners of Ireland and a corresponding debit made to the Issuer Profit Ledger.

Prior to the occurrence of a Security Realisation Date:

- if the amount standing to the credit of the Issuer Profit Ledger is equal to or exceeds the applicable Issuer Profit Annual Distribution Amount, the Issuer may, in its discretion and subject to applicable legal requirements and its constitutional documents, from time to time declare a dividend in respect of its shares not exceeding the accrued aggregate Issuer Profit Annual Distribution Amount standing to the credit of the Issuer Profit Ledger at the date of declaration provided that only one such dividend may be declared in each Issuer Financial Year; and
- an amount equalling the amount of such dividend may then be withdrawn from the Transaction Account by the Issuer and an appropriate debit made to the Issuer Profit Ledger by the Cash Administrator and such amount shall then be applied in payment to those entitled to such dividend.

19.6 Net proceeds on the Closing Date

On the Closing Date the Cash Administrator shall administer the following upon receipt by the Issuer of the net proceeds in respect of the issue of each Class of Notes:

- (a) all of those net proceeds and that amount shall be credited to the Transaction Account (and a corresponding credit made to the Principal Ledger) except to the extent that, as part of the closing cash flow arrangements, amounts are transferred directly to persons who would receive such amounts as the ultimate payee;
- (b) an amount equal to the General Reserve Initial Required Amount (being EUR 1,430,850) shall be debited to the Principal Ledger and credited to the General Reserve Fund Ledger;
- (c) an amount equal to the Liquidity Reserve Initial Required Amount (being EUR 4,353,000) shall be debited to the Principal Ledger and credited to the Liquidity Reserve Fund Ledger;
- (d) approximately EUR 4,000,000 will be debited to the Principal Ledger and paid to the Hedge Provider in respect of the Hedge Premium payable by Issuer in relation to the Hedge Cap Transaction (see 18.8.3 *Hedge calculations and payments*);
- (e) approximately EUR 675,399 will be debited to the Principal Ledger and credited to the Revenue Ledger to fund payment of certain upfront costs incurred by Issuer in relation to the Transaction; and
- (f) the remainder will be applied in payment of the Portfolio Sale Consideration in respect of the Portfolio (and a corresponding debit made to the Principal Ledger).

19.7 Intra-period daily payments

19.7.1 Payments into LTH Collection Account

Pursuant to the Mortgage Administration Agreement the Mortgage Administrator will undertake to procure that all amounts received by it in respect of the Portfolio are paid into an LTH Collection Account (including Mortgage Monthly Payments made by direct debit by the Mortgage Borrowers).

19.7.2 Sweep to Transaction Account

Under the Mortgage Administration Agreement the Mortgage Administrator will agree to transfer to the Transaction Account, on Thursday of each week, the credit balance on each LTH Collection Account as at the end of each Business Day.

19.7.3 Allocation to principal and revenue

Pursuant to the Mortgage Administration Agreement the Mortgage Administrator will undertake:

- (a) to reconcile each amount received in respect of the Portfolio and make an entry in each appropriate Mortgage Account maintained by it in relation to each Mortgage Loan in the Portfolio; and
- (b) to provide periodic reports to the Cash Administrator and the Framework Administrator in relation to amounts received in respect of the Portfolio indicating (among other things):
 - (1) the amount of Mortgage Principal Receipts to be credited to the Principal Ledger;
 - (2) the amount of Mortgage Revenue Receipts which the Mortgage Administrator has transferred to the LTH Expense Account in accordance with the Mortgage Administration Agreement;
 - (3) the amount of principal losses incurred in respect of Mortgage Loans in the Portfolio to be added to the Principal Deficiency Record; and

- (4) the amount of principal losses incurred in respect of Mortgage Loans in the Portfolio as a result of Mortgage Principal Receipts having been credited to an LTH Collection Account but not having subsequently been credited to the Transaction Account due to the terms of the relevant LTH Account Trust Deed not being complied with (including, without limitation, upon a default by a party thereto and/or insolvency and/or other creditor enforcement proceedings in respect of a Legal Title Holder and/or LTH Account Provider),

including, in each case, an indication of the Collection Period that such amounts are attributable to.

19.7.4 **Collection Periods**

Collection Period means in relation to a Payments Calculation Date and the Payments Date which follows that Payments Calculation Date, the period from (and including) the relevant Collection Start Date to (and including) the relevant Collection End Date.

Collection First Date means the 1st day of the calendar month in which the Closing Date occurs.

Collection Start Date means:

- (a) in respect of the first Collection Period, the Collection First Date; and
- (b) in respect of each subsequent Collection Period, the day immediately after the end of the immediately preceding Collection Period.

Collection End Date means:

- (a) in relation to a Collection Period relating to a Payments Additional Date, the day immediately prior to the Payments Calculation Date preceding that Payments Additional Date; and
- (b) in relation to a Collection Period relating to a Payments Scheduled Date, the last day of the calendar month prior to the calendar month in which that Payments Scheduled Date falls.

19.7.5 **Additional intra-period daily payments**

- (a) When the Issuer or the Framework Administrator notifies the Cash Administrator that an amount received by the Issuer is an advance under the Subordinated Note Facility Agreement in respect of a breach of a Mortgage Warranty in relation to a Mortgage, the Cash Administrator shall pay:
 - (1) the portion of that advance to the extent (if any) not exceeding the then Mortgage Principal Balance of the relevant Mortgage into the Transaction Account and make a corresponding credit to the Principal Ledger; and
 - (2) the remainder of that advance (if any) into the Transaction Account and make a corresponding credit made to the Revenue Ledger.
- (b) On each occasion that an amount is credited to the Transaction Account by the Issuer Account Provider in respect of interest earned on the Transaction Account, the Cash Administrator shall make a corresponding credit to the Payments Revenue Ledger.
- (c) On each occasion that an amount is credited to the Hedge Collateral Account by the Issuer Account Provider in respect of interest earned on the Hedge Collateral Account, the Cash Administrator shall make a corresponding credit to the Hedge Collateral Ledger.
- (d) On each occasion that an amount is credited to the Transaction Account by the Hedge Provider in respect of a scheduled payment under the Hedge Cap Transaction, the Cash Administrator shall make a corresponding credit to the Payments Revenue Ledger.
- (e) On each occasion that an amount is credited to the Hedge Collateral Account by the Hedge Provider in respect of a posting of Hedge Collateral under the Hedge Agreement, the Cash Administrator shall make a corresponding credit to the Hedge Collateral Ledger.
- (f) When the Issuer or the Framework Administrator notifies the Cash Administrator that an amount is due and payable to the Hedge Provider from the Hedge Collateral Account, the Cash Administrator shall pay such amount from the Hedge Collateral Account to the Hedge Provider and make a corresponding debit to the Hedge Collateral Ledger.
- (g) When the Issuer or the Framework Administrator notifies the Cash Administrator that an amount is due and payable from the Hedge Collateral Account to the Issuer or a third party, the Cash Administrator shall pay such amount from the Hedge Collateral Account to the Transaction Account

(where the amount is payable to the Issuer) or to the relevant third party (as applicable) and make a corresponding debit to the Hedge Collateral Ledger.

19.8 Payments Calculation Date procedures

19.1.3 *Payments Calculation Date* sets out the definition of Payments Calculation Date.

The Payments Administrator shall administer the following on each Payments Calculation Date:

19.8.1 Estimate of Payments Date allocations and payments

on that Payments Calculation Date, the Payments Administrator will estimate and plan the administration of the procedures set out in 19.10 *Payments Date procedures* and, in particular, the debits, credits, transfers and payments to be made on the next Payments Date, in each case upon the basis of information the available to it (including, without limitation, as notified to the Payments Administrator by a relevant Transaction Party, any:

- (a) amounts in respect of the Hedge Provider under the Hedge Agreement;
- (b) amounts in respect of the Subordinated Noteholder under the Subordinated Note Facility Agreement;
- (c) interest from the Issuer Account Providers under the Issuer Account Agreement; and
- (d) amounts in accordance with the terms of any Disposal Transaction),

and taking into account any further amounts expected to be paid directly to any payee on or before the next Payments Date in relation to a Disposal Transaction.

19.9 Prior to Payments Date

On the Business Day before a Payments Date, the Payments Administrator shall arrange for the aggregate amount calculated as being available to be applied to amounts owing to Noteholders in accordance with the relevant Priority of Payments to be paid out of the Transaction Account to the Principal Paying Agent in accordance with the Note Services Agreement and appropriate debits made to the Payments Revenue Ledger and (except where an Acceleration Date has occurred) Payments Principal Ledger.

19.10 Payments Date procedures

The Payments Administrator shall administer the following consecutive steps on each Payments Date:

19.10.1 Transfer from Revenue Ledger

(being consecutive step 1 of the Payments Date procedures)

on that Payments Date:

- (a) if an Acceleration Date has not occurred prior to that Payments Date, the amount standing to the credit of the Revenue Ledger less:
 - (1) such amount, if any, of Mortgage Revenue Receipts which is attributable to the Collection Period which started in the same calendar month in which that Payments Date occurs; and
 - (2) such amount, if any, as is required to pay Third Party Amounts to be paid prior to that Payments Date for which a provision was made pursuant to the Revenue Priority of Payments on the previous Payments Date; and
 - (b) if an Acceleration Date has occurred, the total amount standing to the credit of the Revenue Ledger, shall be credited to the Payments Revenue Ledger (and a corresponding debit made to the Revenue Ledger);
- and then

19.10.2 Transfer from Principal Ledger

(being consecutive step 2 of the Payments Date procedures)

on that Payments Date:

- (a) if an Acceleration Date has not occurred prior to that Payments Date, the amount standing to the credit of the Principal Ledger, less such amount, if any, of Mortgage Principal Receipts which is attributable to the Collection Period which started in the same calendar month in which that Payments Date occurs, shall be debited to the Principal Ledger and credited to the Payments Principal Ledger; or

- (b) if an Acceleration Date has occurred prior to that Payments Date, the total amount standing to the credit of the Principal Ledger shall be debited to the Principal Ledger and credited to the Payments Revenue Ledger;

and then

19.10.3 **Transfer of part of Portfolio Overcollateralisation Amount**

(being consecutive step 3 of the Payments Date procedures)

on that Payments Date, if an Acceleration Date has not occurred prior to that Payments Date, then the lesser of:

- (a) the product of:
 - (1) the aggregate Mortgage Current Balance of the Mortgage Loans in the Portfolio as at the end of the most recent Collection Period End Date;
 - multiplied by
 - (2) 0.50% (being the result of 5.00% divided by 10);
 - multiplied by
 - (3) the result of the day count fraction using the Actual/365 convention;
- (b) the amount credited to the Payments Principal Ledger on that Payments Date under 19.10.2 *Transfer from Principal Ledger*; and
- (c) the result of:
 - (1) EUR 20,293,625.39 (being the aggregate Mortgage Current Balance of the Mortgage Loans in the Portfolio as at the Closing Date multiplied by 5.00%); less
 - (2) the aggregate of all amounts which have been credited to the Payments Revenue Ledger under this 19.10.3 on all previous Payments Dates,

shall be debited to the Payments Principal Ledger and credited to the Payments Revenue Ledger;

and then

19.10.4 **Transfer of excess General Reserve Fund**

(being consecutive step 4 of the Payments Date procedures)

on that Payments Date:

- (a) if:
 - (1) an Acceleration Date has not occurred prior to that Payments Date; and
 - (2) the General Reserve Required Amount is EUR 0 (or will become EUR 0 on that Payments Date),

the total amount standing to the credit of the General Reserve Fund Ledger shall be debited to the General Reserve Fund Ledger and credited to the Payments Principal Ledger;
- (b) if:
 - (1) an Acceleration Date has not occurred prior to that Payments Date; and
 - (2) the General Reserve Required Amount is more than EUR 0 and the General Reserve Fund exceeds that General Reserve Required Amount,

the amount of the excess shall be debited to the General Reserve Fund Ledger and credited to the Payments Principal Ledger; and

- (c) if an Acceleration Date has occurred on or prior to that Payments Date the total amount standing to the credit of the General Reserve Fund Ledger shall be debited to the General Reserve Fund Ledger and credited to the Payments Revenue Ledger; and then

19.10.5 **Revenue All Rated Notes Interest Deficiency calculation**

(being consecutive step 5 of the Payments Date procedures)

if an Acceleration Date has not occurred prior to that Payments Date, on that Payments Date, the Payments Administrator will calculate whether there will be any Revenue All Rated Notes Interest Deficiency on that Payments Date, where:

Revenue All Rated Notes Interest Deficiency means in relation to a Payments Date, the amount (if any) by which:

- (a) the maximum amount in aggregate that, if sufficient funds were available, could be allocated on that Payments Date at Priority Levels 1 (*Security Trustee*) to 17 (*Principal Deficiency Sub-Record relating to the F Notes*) (inclusive) of the Revenue Priority of Payments,

would be more than:

- (b) the aggregate amount that would be allocated and paid on that Payments Date in respect of Priority Levels 1 (*Security Trustee*) to 17 (*Principal Deficiency Sub-Record relating to the F Notes*) (inclusive) of the Revenue Priority of Payments; and then

19.10.6 **Reduction of Revenue All Rated Notes Interest Deficiency**

(being consecutive step 6 of the Payments Date procedures)

on that Payments Date, if an Acceleration Date has not occurred prior to that Payments Date, if the Payments Administrator has calculated that there would be a Revenue All Rated Notes Interest Deficiency on that Payments Date, then the lesser of:

- (a) the amount of that Revenue All Rated Notes Interest Deficiency; and
- (b) the amount standing to the credit of the General Reserve Fund Ledger,

shall be debited to the General Reserve Fund Ledger and credited to the Payments Revenue Ledger; and then

19.10.7 **Revenue A Notes Interest Deficiency calculation**

(being consecutive step 7 of the Payments Date procedures)

if an Acceleration Date has not occurred prior to that Payments Date, on that Payments Date, the Payments Administrator will calculate whether there will be any Revenue A Notes Interest Deficiency on that Payments Date, where:

Revenue A Notes Interest Deficiency means in relation to a Payments Date, the amount (if any) by which:

- (a) the maximum amount in aggregate that, if sufficient funds were available, could be allocated on that Payments Date at Priority Levels 1 (*Security Trustee*) to 5 (*A Notes interest*) (inclusive) of the Revenue Priority of Payments,

would be more than:

- (b) the aggregate amount that would be allocated and paid on that Payments Date in respect of Priority Levels 1 (*Security Trustee*) to 5 (*A Notes interest*) (inclusive) of the Revenue Priority of Payments; and then

19.10.8 **Reduction of Revenue A Notes Interest Deficiency**

(being consecutive step 8 of the Payments Date procedures)

on that Payments Date, if an Acceleration Date has not occurred prior to that Payments Date, if the Payments Administrator has calculated that there would be a Revenue A Notes Interest Deficiency on that Payments Date, then the lesser of:

- (a) the amount of that Revenue A Notes Interest Deficiency; and
- (b) the amount standing to the credit of the Liquidity Reserve Fund Ledger,

shall be debited to the Liquidity Reserve Fund Ledger and credited to the Payments Revenue Ledger; and then

19.10.9 **Revenue Senior Rated Notes Interest Deficiency calculation**

(being consecutive step 9 of the Payments Date procedures)

if an Acceleration Date has not occurred prior to that Payments Date, on that Payments Date, the Payments Administrator will calculate whether there will be any Revenue Senior Rated Notes Interest Deficiency on that Payments Date, where:

Revenue Senior Rated Notes Interest Deficiency means in relation to a Payments Date, the amount (if any) by which:

- (a) the maximum amount in aggregate that, if sufficient funds were available, could be allocated on that Payments Date at Priority Levels 1 (*Security Trustee*) to 5 (*A Notes interest*) (inclusive) of the Revenue Priority of Payments; plus
- (b) if the Revenue Senior Rated Notes Interest Condition is satisfied in relation to Tranche B, the maximum amount that, if sufficient funds were available, could be allocated on that Payments Date at Priority Level 8 (*B Notes interest*) of the Revenue Priority of Payments; plus
- (c) if the Revenue Senior Rated Notes Interest Condition is satisfied in relation to Tranche C, the maximum amount that, if sufficient funds were available, could be allocated on that Payments Date at Priority Level 10 (*C Notes interest*) of the Revenue Priority of Payments,
- (d) if the Revenue Senior Rated Notes Interest Condition is satisfied in relation to Tranche D, the maximum amount that, if sufficient funds were available, could be allocated on that Payments Date at Priority Level 12 (*D Notes interest*) of the Revenue Priority of Payments,
- (e) if the Revenue Senior Rated Notes Interest Condition is satisfied in relation to Tranche E, the maximum amount that, if sufficient funds were available, could be allocated on that Payments Date at Priority Level 14 (*E Notes interest*) of the Revenue Priority of Payments, and
- (f) if the Revenue Senior Rated Notes Interest Condition is satisfied in relation to Tranche F, the maximum amount that, if sufficient funds were available, could be allocated on that Payments Date at Priority Level 16 (*F Notes interest*) of the Revenue Priority of Payments,

would be more than:

- (1) the aggregate amount that would be allocated and paid on that Payments Date in respect of Priority Levels 1 (*Security Trustee*) to 5 (*A Notes interest*) (inclusive) of the Revenue Priority of Payments; plus
- (2) if the Revenue Senior Rated Notes Interest Condition is satisfied in relation to Tranche B, the amount that would be allocated and paid on that Payments Date in respect of Priority Level 8 (*B Notes interest*) of the Revenue Priority of Payments; plus
- (3) if the Revenue Senior Rated Notes Interest Condition is satisfied in relation to Tranche C, the amount that would be allocated and paid on that Payments Date in respect of Priority Level 10 (*C Notes interest*) of the Revenue Priority of Payments; plus
- (4) if the Revenue Senior Rated Notes Interest Condition is satisfied in relation to Tranche D, the amount that would be allocated and paid on that Payments Date in respect of Priority Level 12 (*D Notes interest*) of the Revenue Priority of Payments; plus
- (5) if the Revenue Senior Rated Notes Interest Condition is satisfied in relation to Tranche E, the amount that would be allocated and paid on that Payments Date in respect of Priority Level 14 (*E Notes interest*) of the Revenue Priority of Payments; plus
- (6) if the Revenue Senior Rated Notes Interest Condition is satisfied in relation to Tranche F, the amount that would be allocated and paid on that Payments Date in respect of Priority Level 16 (*F Notes interest*) of the Revenue Priority of Payments,

and the **Revenue Senior Rated Notes Interest Condition** is satisfied on a Payments Date in relation to a Tranche that comprises Rated Notes if that Tranche is the Most Senior Tranche; and then

19.10.10 **Reduction of Revenue Senior Rated Notes Interest Deficiency**

(being consecutive step 10 of the Payments Date procedures)

on that Payments Date, if an Acceleration Date has not occurred prior to that Payments Date, if the Payments Administrator has calculated that there would be a Principal Deficiency on that Payments Date, then:

- (a) the lesser of:
 - (1) the amount of that Revenue Senior Rated Notes Interest Deficiency; and
 - (2) the amount standing to the credit of the Payments Principal Ledger,
 shall be debited to the Payments Principal Ledger and credited to the Payments Revenue Ledger; and
- (b) the Principal Deficiency Record shall be increased by an amount equal to the aggregate amount so debited to the Principal Ledger (such amount being the **Revenue Senior Rated Notes Interest Deficiency Cure Amount**); and then

19.10.11 **Transfer of excess Liquidity Reserve Fund**

(being consecutive step 11 of the Payments Date procedures)

on that Payments Date:

- (a) if:
 - (1) an Acceleration Date has not occurred prior to that Payments Date; and
 - (2) the Liquidity Reserve Required Amount is more than EUR 0 and the Liquidity Reserve Fund exceeds that Liquidity Reserve Required Amount,
 the amount of the excess shall be debited to the Liquidity Reserve Fund Ledger and credited to the Payments Revenue Ledger;
- (b) if the Liquidity Reserve Required Amount is EUR 0 or an Acceleration Date has occurred on or prior to that Payments Date the total amount standing to the credit of the Liquidity Reserve Fund Ledger shall be debited to the Liquidity Reserve Fund Ledger and credited to the Payments Revenue Ledger; and then

19.10.12 **Allocation and payment from Payments Revenue Ledger**

(being consecutive step 12 of the Payments Date procedures)

on such Payments Date, the amount standing to the credit of the Payments Revenue Ledger (being, if an Acceleration Date has not occurred prior to that Payments Date, the **Available Revenue Funds** or, if an Acceleration Date has occurred prior to that Payments Date, being the **Available Accelerated Funds**) shall be allocated, transferred and paid to the relevant payees in accordance with (or, if the payee is the Issuer, shall be credited to the ledger indicated in) the Revenue Priority of Payments or, if an Acceleration Date has occurred, in accordance with the Accelerated Priority of Payments (in each case:

- (a) making an appropriate debit to the Payments Revenue Ledger; and
- (b) ensuring that the Principal Deficiency Sub-Record Cure Amount is only applied in or towards curing the relevant Principal Deficiency Sub-Record; and then

19.10.13 **Reduction of Principal Deficiency Sub-Records**

(being consecutive step 13 of the Payments Date procedures)

on such Payments Date, where, following allocation of an amount in relation to a Principal Deficiency Sub-Record pursuant to the Revenue Priority of Payments, an amount is credited to the Payments Principal Ledger, then that Principal Deficiency Sub-Record shall be decreased by that amount; and then

19.10.14 **Allocation and payment from Payments Principal Ledger**

(being consecutive step 14 of the Payments Date procedures)

(except where an Acceleration Date has occurred) on that Payments Date the amount standing to the credit of the Payments Principal Ledger (being the **Available Principal Funds**) shall be allocated, transferred and paid to the relevant payees in accordance with (or, if the payee is the Issuer, shall be credited to the

ledger indicated in) the Principal Priority of Payments (in each case making an appropriate debit to the Payments Revenue Ledger).

19.11 Priority Interpretation Rules

Priority Level means a level of a Priority of Payments as indicated in the *Level* column of the relevant Priority of Payments.

Priority Payee means the person entitled to an allocation and/or payment according to a Priority of Payments as indicated in the *Payee* column of the relevant Priority of Payments in respect of a Priority Level.

Priority Level Maximum Amount means at any time in relation to the allocation and/or payment (as applicable) of an amount to a Priority Payee at a particular Priority Level of a Priority of Payments, the maximum potential amount that can be allocated and/or paid (as applicable) to such Priority Payee at that time in respect of the liabilities specified in the Priority Level Maximum Amount column of that Priority of Payments relation to such Priority Payee at that Priority Level.

Each of the following is a **Priority Interpretation Rule** in relation to a Priority of Payments on the relevant Payments Date:

- (a) The relevant amounts to be applied according to that Priority of Payments shall be allocated and paid in consecutive descending order of the Priority Levels appearing in the relevant Priority of Payments, starting with Priority Level 1 (being the highest ranking Priority Level).
- (b) Where two or more items appear at the same Priority Level (whether within the same row in respect of a Priority Level or in two or more rows having the same Priority Level number followed by the "=" sign), the amount available for allocation and/or payment (as applicable) at that Priority Level shall be allocated and/or paid (as applicable) *pro rata* to the specified Priority Level Maximum Amount in respect of each Payee appearing at that Priority Level.
- (c) Unless expressly indicated otherwise, each Priority Level Maximum Amount is the relevant amount as at the relevant Payments Date on which funds are being allocated in accordance with the relevant Priority of Payments.
- (d) In the event that any amount is to be allocated and paid in accordance with the relevant Priority of Payments to a Hedge Provider under a Hedge Agreement in exchange for an amount payable by that Hedge Provider under the same Hedge Agreement, then in calculating the allocations and payments under the relevant Priority of Payments such amount payable by that Hedge Provider shall not be treated as part of the funds available for allocation and payment under more senior Priority Levels of that Priority of Payments (this is to ensure that amounts payable by that Hedge Provider do not fund allocations and payment at a more senior Priority Level).
- (e) Where an amount is to be allocated and paid in accordance with the relevant Priority of Payments, such allocation and payment shall be first made from funds available for allocation at the relevant Priority Level which are in the same currency as the currency in which such amount is payable.
- (f) In the event that any amount is to be allocated and paid in accordance with the relevant Priority of Payments and the money available at a particular level of that priority does not comprise a sufficient amount in the relevant currency in which such amount is to be allocated and paid, the Payments Administrator shall (on behalf of the Issuer) convert such of that available money into such currency at the then prevailing spot rate of exchange as may be required in order to be applied in or towards such allocation and payment.

19.12 Revenue Priority of Payments

Revenue Priority of Payments

Level	Payee	Priority Level Maximum Amount	Ledger to be credited
1	Security Trustee	All Amounts Due to the Security Trustee and any Security Trustee Appointee under the Transaction Documents.	—
1 =	Note Trustee	All Amounts Due to the Note Trustee and any Note Trustee Appointee under the Transaction Documents.	—

Revenue Priority of Payments		Priority Level Maximum Amount	Ledger to be credited
Level	Payee		
2 =	Issuer	All Amounts Due in respect of Third Party Amounts then accrued and Revenue Ledger remaining unpaid plus an amount to provide for any such Third Party Amounts expected to become due and payable by the Issuer before the next succeeding Payments Date.	Revenue Ledger
2 =	Issuer	An amount to provide for the Issuer's liability or possible liability of the Issuer in respect of any Tax (except Irish corporation tax chargeable by reference to (and payable out of) the Issuer Profit Accrual Amount).	Revenue Ledger
3 =	Mortgage Administrator	All Amounts Due to the Mortgage Administrator under the Mortgage Administration Agreement or other Transaction Documents other than the Mortgage Administrator Junior Incentive Fee.	–
3 =	Legal Title Holder	All Amounts Due to the Legal Title Holder under the Mortgage Administration Agreement or other Transaction Documents.	–
3 =	Cash Administrator	All Amounts Due to the Cash Administrator under the Cash Administration Agreement or other Transaction Documents.	–
3 =	Note Registrar	All Amounts Due to the Note Registrar under the Note Services Agreement or other Transaction Documents.	–
3 =	Principal Paying Agent	All Amounts Due to the Principal Paying Agent under the Note Services Agreement or other Transaction Documents.	–
3 =	Note Calculation Agent	All Amounts Due to the Note Calculation Agent under the Note Services Agreement or other Transaction Documents.	–
3 =	Issuer Account Provider	All Amounts Due to the Issuer Account Provider under the Issuer Account Agreement or other Transaction Documents.	–
3 =	Framework Administrator	All Amounts Due to the Framework Administrator under the Framework Administration Agreement or other Transaction Documents.	–
3 =	Corporate Servicer	All Amounts Due to the Corporate Servicer under the Corporate Services Agreement or other Transaction Documents.	–
3 =	Issuer	The Issuer Profit Accrual Amount.	Issuer Profit Ledger
4	Hedge Provider	All Amounts Due to the Hedge Provider under the Hedge Agreement or other Transaction Documents (excluding all Hedge Provider Subordinated Amounts).	–
5	A Noteholders	The total amount of accrued interest due and payable on the A Notes.	–
6	Issuer	The positive balance (if any) of the Principal Deficiency Sub-Record relating to the A Notes.	Payments Principal Ledger
7	Issuer	If the Note Principal Amount Outstanding in respect of the A Notes will be more than EUR 0 after that Payments Date, the amount required to increase the amount standing to the credit of the Liquidity Reserve Fund Ledger to the Liquidity Reserve Required Amount.	Liquidity Reserve Fund Ledger
8	B Noteholders	The total amount of accrued interest due and payable on the B Notes.	–
9	Issuer	The positive balance (if any) of the Principal Deficiency Sub-Record relating to the B Notes.	Payments Principal Ledger
10	C Noteholders	The total amount of accrued interest due and payable on the C Notes.	–
11	Issuer	The positive balance (if any) of the Principal Deficiency Sub-Record relating to the C Notes.	Payments Principal Ledger

Revenue Priority of Payments			
Level	Payee	Priority Level Maximum Amount	Ledger to be credited
12	D Noteholders	The total amount of accrued interest due and payable on the D Notes (for the avoidance of doubt, excluding any Note WAC Amount Outstanding in respect of the D Notes).	–
13	Issuer	The positive balance (if any) of the Principal Deficiency Sub-Record relating to the D Notes.	Payments Principal Ledger
14	E Noteholders	The total amount of accrued interest due and payable on the E Notes (for the avoidance of doubt, excluding any Note WAC Amount Outstanding in respect of the E Notes).	–
15	Issuer	The positive balance (if any) of the Principal Deficiency Sub-Record relating to the E Notes.	Payments Principal Ledger
16	F Noteholders	The total amount of accrued interest due and payable on the F Notes (for the avoidance of doubt, excluding any Note WAC Amount Outstanding in respect of the F Notes).	–
17	Issuer	The positive balance (if any) of the Principal Deficiency Sub-Record relating to the F Notes.	Payments Principal Ledger
18	Issuer	The amount required to increase the amount standing to the credit of the General Reserve Fund Ledger to the General Reserve Required Amount.	General Reserve Fund Ledger
19	Mortgage Administrator	All Amounts Due to the Mortgage Administrator under the Mortgage Administration Agreement or other Transaction Documents in relation to the Mortgage Administrator Junior Incentive Fee.	–
20	D Noteholders	The total amount of Note WAC Amount Outstanding due and payable – on the D Notes.	–
21	E Noteholders	The total amount of Note WAC Amount Outstanding due and payable – on the E Notes.	–
22	F Noteholders	The total amount of Note WAC Amount Outstanding due and payable – on the F Notes.	–
23	Hedge Provider	All Amounts Due to the Hedge Provider under the Hedge Agreement or other Transaction Document in respect of Hedge Provider Subordinated Amounts.	–
24	RF Noteholders	The total amount of accrued interest due and payable on the RF Notes.	–
25	Issuer	If the relevant Payments Date occurs on or after the Step-up Date, the remaining unallocated balance of the Payments Revenue Ledger (after the amounts allocated and paid in higher Priority Levels of this Revenue Priority of Payments) (i.e. the remaining balance of Available Revenue Funds).	Payments Principal Ledger (i.e. added to Available Principal Funds and then allocated and paid according to the Principal Priority of Payments)
26	Z1 Noteholders	The total amount of accrued interest due and payable on the Z1 Notes.	–
27	Issuer	The positive balance (if any) of the Principal Deficiency Sub-Record relating to the Z1 Notes.	Payments Principal Ledger
28	Z2 Noteholders	The total amount of accrued interest due and payable on the Z2 Notes.	–

Revenue Priority of Payments			
Level	Payee	Priority Level Maximum Amount	Ledger to be credited
29	Issuer	The positive balance (if any) of the Principal Deficiency Sub-Record relating to the Z2 Notes.	Payments Principal Ledger
30	Subordinated Noteholder	Such amount (if any) of the total principal, indemnity payments, fees, costs, expenses and any other amount, in each case which has accrued and is outstanding to the Subordinated Noteholder under the Subordinated Note Facility Agreement.	–
31	X Noteholders	(a) If the relevant Payments Date is the last to occur in relation to the Transaction, the total amount of principal which is outstanding in respect of the X Notes; or (b) in any other case, the total amount of principal which is outstanding in respect of the X Notes less EUR 1,000.	–
32	The relevant Security Creditor(s) (other than each X Noteholder)	All other amounts (including fees, interest, principal, costs and expenses, if any) due and payable to any other Security Creditor (other than each X Noteholder in respect of the X Notes) in respect of any Transaction Document (in each case in so far as such amounts are not eligible for allocation in the applicable Principal Priority of Payments or at any higher Priority Level of this Revenue Priority of Payments).	–
33	X Noteholders	The remaining unallocated balance of the Payments Revenue Ledger (after the amounts allocated and paid in higher Priority Levels of this Revenue Priority of Payments) (being interest on the X Notes).	–

19.13 Principal Priority of Payments

Principal Priority of Payments			
Level	Payee	Priority Level Maximum Amount	Ledger to be credited
1	Issuer	The amount required to increase the amount standing to the credit of the Liquidity Reserve Fund Ledger to the Liquidity Reserve Required Amount.	Liquidity Reserve Fund Ledger
2	A Noteholders	The amount of principal which is due and payable on the A Notes.	–
3	B Noteholders	The amount of principal which is due and payable on the B Notes.	–
4	C Noteholders	The amount of principal which is due and payable on the C Notes.	–
5	D Noteholders	The amount of principal which is due and payable on the D Notes.	–
6	E Noteholders	The amount of principal which is due and payable on the E Notes.	–
7	F Noteholders	The amount of principal which is due and payable on the F Notes.	–
8	D Noteholders	The total amount of Note WAC Amount Outstanding due and payable on the D Notes.	–
9	E Noteholders	The total amount of Note WAC Amount Outstanding due and payable on the E Notes.	–
10	F Noteholders	The total amount of Note WAC Amount Outstanding due and payable on the F Notes.	–
11	RF Noteholders	The total amount of accrued interest due and payable on the RF Notes.	–
12	RF Noteholders	The amount of principal which is due and payable on the RF Notes.	–

Principal Priority of Payments			
Level	Payee	Priority Level Maximum Amount	Ledger to be credited
13	Z1 Noteholders	The total amount of accrued interest due and payable on the Z1 Notes.	–
14	Z1 Noteholders	The lower of: (a) if the relevant Payments Date is the last to occur in relation to the Transaction, the amount of principal which is due and payable on the Z1 Notes; and (b) the maximum amount of principal that can be repaid in respect of the Z1 Notes without resulting in the Risk Retention Holder breaching its obligations in the Subordinated Note Facility Agreement to retain the Retained Interest in accordance with the Retention Requirement and to retain the U.S. Retained Interest in accordance with the U.S. Retention Rules.	–
15	Z2 Noteholders	The total amount of accrued interest due and payable on the Z2 Notes.	–
16	Z2 Noteholders	The lower of: (a) if the relevant Payments Date is the last to occur in relation to the Transaction, the amount of principal which is due and payable on the Z2 Notes; and (b) the maximum amount of principal that can be repaid in respect of the Z2 Notes without resulting in the Risk Retention Holder breaching its obligations in the Subordinated Note Facility Agreement to retain the Retained Interest in accordance with the Retention Requirement and to retain the U.S. Retained Interest in accordance with the U.S. Retention Rules.	–
17	X Noteholders	(a) If the relevant Payments Date is the last to occur in relation to the Transaction, the total amount of principal which is outstanding in respect of the X Notes; or (b) in any other case, the total amount of principal which is outstanding in respect of the X Notes less EUR 1,000.	–
18	X Noteholders	The remaining unallocated balance of the Payments Principal Ledger (after the amounts allocated and paid in higher Priority Levels of this Principal Priority of Payments) (being interest on the X Notes).	–

19.14 Accelerated Priority of Payments

Accelerated Priority of Payments			
Level	Payee	Priority Level Maximum Amount	Ledger to be credited
1 =	Security Trustee	All Amounts Due to the Security Trustee and any Security Trustee Appointee under the Transaction Documents.	–
1 =	Security Enforcer	All Amounts Due to any Security Enforcer in respect of the Security Assets.	–
1 =	Note Trustee	All Amounts Due to the Note Trustee and any Note Trustee Appointee under the Transaction Documents.	–
2 =	Mortgage Administrator	All Amounts Due to the Mortgage Administrator under the Mortgage Administration Agreement or other Transaction Documents other than the Mortgage Administrator Junior Incentive Fee.	–
2 =	Legal Title Holder and Originator	All Amounts Due to the Legal Title Holder under the Mortgage Administration Agreement and the other Transaction Documents.	–
2 =	Cash Administrator	All Amounts Due to the Cash Administrator under the Cash Administration Agreement and the other Transaction Documents.	–

Accelerated Priority of Payments

Level	Payee	Priority Level Maximum Amount	Ledger to be credited
2 =	Note Registrar	All Amounts Due to the Note Registrar under the Note Services Agreement and the other Transaction Documents.	—
2 =	Principal Paying Agent	All Amounts Due to the Principal Paying Agent under the Note Services Agreement and the other Transaction Documents.	—
2 =	Note Calculation Agent	All Amounts Due to the Note Calculation Agent under the Note Services Agreement and the other Transaction Documents.	—
2 =	Issuer Account Provider	All Amounts Due to the Issuer Account Provider under the Issuer Account Agreement and the other Transaction Documents.	—
2 =	Framework Administrator	All Amounts Due to the Framework Administrator under the Framework Administration Agreement and the other Transaction Documents.	—
2 =	Corporate Servicer	All Amounts Due to the Corporate Servicer under the Corporate Services Agreement and the other Transaction Documents.	—
3	Hedge Provider	All Amounts Due to the Hedge Provider under the Hedge Agreement and the other Transaction Documents (excluding all Hedge Provider Subordinated Amounts).	—
4	A Noteholders	The total amount of principal and interest outstanding on the A Notes.	—
5	B Noteholders	The total amount of principal and interest outstanding on the B Notes.	—
6	C Noteholders	The total amount of principal and interest outstanding on the C Notes.	—
7	D Noteholders	The total amount of principal and interest outstanding on the D Notes (for the avoidance of doubt, excluding any Note WAC Amount Outstanding in respect of the D Notes).	—
8	E Noteholders	The total amount of principal and interest outstanding on the E Notes (for the avoidance of doubt, excluding any Note WAC Amount Outstanding in respect of the E Notes).	—
9	F Noteholders	The total amount of principal and interest outstanding on the F Notes (for the avoidance of doubt, excluding any Note WAC Amount Outstanding in respect of the F Notes).	—
10	Mortgage Administrator	All Amounts Due to the Mortgage Administrator under the Mortgage Administration Agreement or other Transaction Documents in relation to the Mortgage Administrator Junior Incentive Fee.	—
11	D Noteholders	The total amount of Note WAC Amount Outstanding in respect of the D Notes.	—
12	E Noteholders	The total amount of Note WAC Amount Outstanding in respect of on the E Notes.	—
13	F Noteholders	The total amount of Note WAC Amount Outstanding in respect of on the F Notes.	—
14	Hedge Provider	All Amounts Due to the Hedge Provider under the Hedge Agreement and the other Transaction Documents in respect of Hedge Provider Subordinated Amounts.	—
15	RF Noteholders	The total amount of principal and interest outstanding on the RF Notes.	—
16	Z1 Noteholders	The total amount of principal and interest outstanding on the Z1 Notes.	—
17	Z2 Noteholders	The total amount of principal and interest outstanding on the Z2 Notes.	—

Accelerated Priority of Payments

Level	Payee	Priority Level Maximum Amount	Ledger to be credited
18	Subordinated Noteholder	Such amount (if any) of the total principal, indemnity payments, fees, costs, expenses and any other amount, in each case which has accrued and is outstanding to the Subordinated Noteholder under the Subordinated Note Facility Agreement.	–
19	X Noteholders	(a) If the relevant Payments Date is the last to occur in relation to the Transaction, the total amount of principal which is outstanding in respect of the X Notes; or (b) in any other case, the total amount of principal which is outstanding in respect of the X Notes less EUR 1,000.	–
20	The relevant Security Creditor(s) (other than each X Noteholder)	All other amounts (including fees, interest, principal, costs and expenses, if any) due and payable to any other Security Creditor (other than each X Noteholder in respect of the X Notes) in respect of any Transaction Document (in each case in so far as such amounts are not eligible for allocation in any higher Priority Level of this Accelerated Priority of Payments).	–
21	X Noteholders	The remaining unallocated balance of the Payments Revenue Ledger (after the amounts allocated in higher Priority Levels of this Accelerated Priority of Payments) (being interest on the X Notes).	–

20. Security and intercreditor arrangements

20.1 Security Creditors and the Security Trustee

20.1.1 Security Creditors

The **Security Creditors** means each Transaction Party other than the Issuer.

20.1.2 Security Intercreditor Deed

On the Closing Date, the Security Trustee, the Issuer and others will enter into a Security Intercreditor Deed (the **Security Intercreditor Deed**) with each of the then Security Creditors pursuant to which the Security Trustee, among other things, will declare that the Security is held by the Security Trustee upon trust for itself and all the other Security Creditors as security for all the Issuer's liabilities from time to time (whether present, future, actual and/or contingent) to the Security Creditors (the **Security Trust**). Pursuant to the Security Intercreditor Deed each Security Creditor party thereto and/or bound thereby (among other things):

- acknowledges and confirms to the Security Trustee the terms of the security trust set out in the Security Intercreditor Deed including, without limitation, the Security Trust for the holding, enforcement, realisation and distribution of the Security Assets (being the Security Trust property) according to the terms of the Security Trust set out in the Security Intercreditor Deed (including, without limitation, that the Security Assets shall be allocated and applied in accordance with the Payments Rules);
- acknowledges and confirms to the Security Trustee, the role, appointment and authority of the Security Trustee to, among other things, hold, enforce, realise and distribute the Security Assets as trustee for the Security Creditors in accordance with the Security Documents (including, without limitation, the Security Trust) and to exercise all and any of such party's rights of enforcement against the Issuer and the Security Assets;
- acknowledges and confirms that only the Security Trustee may pursue the remedies available under the Security Documents and the Note Conditions to enforce the rights of the Noteholders and other Security Creditors and that none of the Security Creditors (other than the Security Trustee) shall be entitled to proceed directly against the Issuer or any assets of the Issuer (in particular, shall not be entitled to petition or take any other step for the winding-up of the Issuer in relation to such sums or otherwise, see further Note Base Condition 11.1 *No action by Noteholders*); and
- acknowledges and confirms that upon the occurrence of a Security Post Realisation Date (see 20.3.4 *Security Post Realisation Date*), the Security Trustee and each other Security Creditor shall cease to have any right or claim against the Issuer in respect of any amounts, obligations and liabilities due, owing, incurred or payable by the Issuer (whether actual or contingent, present or future, contractual or non-contractual) and all of such amounts, obligations and liabilities shall be treated as discharged and extinguished and cease to exist in full and the Security Trustee and each other Security Creditor shall not take and shall not be entitled to take any further action or steps against the Issuer or any of its assets to recover any sum still unpaid or enforce any liability outstanding in respect of the Security Liabilities (see Note Base Condition 11.2 *Limited recourse*).

and each Transaction Document will contain a provision under which, among other things, each party to that Transaction Document makes similar acknowledgements (see further 20.3 *Enforcement and realisation of Security*).

20.1.3 Main roles of the Security Trustee

In accordance with the terms of the Security Intercreditor Deed, the Security Trustee is principally responsible for holding the security created by the Security Documents and for taking action with respect to the Security on behalf of the Security Creditors upon the occurrence of certain events as set forth in the Security Documents.

20.1.4 Change of Security Trustee

Subject to certain restrictions, the Security Trustee may resign its appointment upon not less than three months' prior written notice although such resignation shall not take effect until a successor Security Trustee has been duly appointed. In order to be eligible to act as Security Trustee, among other things, such successor Security Trustee must agree to be bound by the terms of the Security Documents and must meet the applicable eligibility requirements under the Security Intercreditor Deed. If within 60 days of having given notice of its intention to retire, the Issuer has failed to appoint a replacement Security Trustee, the outgoing Security Trustee will be entitled to appoint its successor provided that, upon being contacted in

relation to such successor, each Rating Agency does not indicate that such appointment will result in a Rating Adverse Action by such Rating Agency in respect of the Notes.

20.1.5 **Security Trustee fee and expenses**

The Security Trustee is entitled to charge a fee (the **Security Trustee Fee**) for its role under the Security Documents and other Transaction Documents to which it is a party and is entitled to reimbursement of all costs, charges and expenses incurred by it in connection with the Security Documents and any other Transaction Documents, payable on each Payments Date subject to and in accordance with the relevant Priority of Payments.

20.2 **Security in respect of the Security Assets**

20.2.1 **Security Documents**

As indicated in Note Base Condition 1.1 *Definitions*, the Security Documents comprise the Irish Security Deed (see 20.2.3 *Irish Security Deed*), the English Security Deed (see 20.2.4 *English Security Deed*), the Security Intercreditor Deed (see 20.1.2 *Security Intercreditor Deed*) and each Security Supplemental Deed.

20.2.2 **Security and Security Assets**

Pursuant to the Irish Security Deed and the English Security Deed (together with each supplement thereto from time to time) the Issuer will create security (the **Security**) over all of the Issuer's assets from time to time (the **Security Assets**) in favour of the Security Trustee as security for all the Issuer's liabilities from time to time (whether present, future, actual and/or contingent) to the Security Creditors (the **Security Liabilities**, including, without limitation, its obligations to the Noteholders and other Security Creditors from time to time).

20.2.3 **Irish Security Deed**

On the Closing Date the Issuer will enter into an Irish Security Deed (the **Irish Security Deed**) pursuant to which the Issuer will create and agree to create Security Interests in favour of the Security Trustee for the benefit of the Security Creditors, which includes:

- a charge by way of first fixed security of:
 - the Issuer's present and future rights in and to the Mortgages and other assets purchased from time to time by the Issuer from the Seller under the Mortgage Sale Agreement;
 - the Issuer's present and future rights under the Transaction Documents governed by Irish law (see 3.3.3 *Governing law*); and
 - the Issuer's present and future rights to all moneys standing to the credit from time to time of each bank account in which the Issuer has an interest including each Issuer Account (which may take effect as a floating charge and thus rank behind the claims of certain creditors);
- a first fixed charge over any other present and future assets (in so far as not already subject to an effective first fixed security pursuant to the Irish Security Deed or English Security Deed) from time to time of the Issuer (which may take effect, in certain cases, as floating charges or equitable charges and thus rank behind the claims of certain creditors); and
- a first floating charge (ranking behind the claims of certain creditors and the fixed security created pursuant to the Irish Security Deed, the English Security Deed and each Security Supplemental Deed) in respect of all the assets of the Issuer.

The Irish Security Deed will be governed by Irish law and, unless the Security Trustee decides otherwise (in its absolute discretion), any Security over the Security Assets located in Ireland or governed by Irish law will be taken only pursuant to the Irish Security Deed and under Irish law.

20.2.4 **English Security Deed**

On the Closing Date the Issuer will enter into a English Security Deed (the **English Security Deed**) pursuant to which the Issuer will create and agree to create Security Interests in favour of the Security Trustee for the benefit of the Security Creditors, which includes:

- a charge by way of first fixed security of the Issuer's present and future rights under the Transaction Documents governed by English law (see 3.3.3 *Governing law*); and
- a first fixed charge over any other present and future assets located in England and/or Wales or governed by English law (in so far as not already subject to an effective first fixed security pursuant

to the Irish Security Deed or English Security Deed) from time to time of the Issuer (which may take effect, in certain cases, as floating charges or equitable charges and thus rank behind the claims of certain creditors); and

- a first floating charge (ranking behind the claims of certain creditors and the fixed security created pursuant to the Irish Security Deed, the English Security Deed and each Security Supplemental Deed) in respect of all the assets of the Issuer.

The English Security Deed will be governed by English law and, unless the Security Trustee decides otherwise (in its absolute discretion), any Security over the Security Assets located in England and/or Wales or governed by English law will be taken only pursuant to the English Security Deed and under English law.

20.2.5 Restrictions on perfection of security interests

Unless and until the Security in respect of the relevant Security Assets becomes enforceable (and then, in the case of steps to be taken by the Issuer, only in accordance with the directions of the Security Trustee) or a Legal Title Perfection Event occurs, the Security Trustee will not be entitled to require the Issuer to perfect its title to the Mortgages included in the Security Assets, or to take, other than as aforementioned, or perfect any security interest over or with respect to the Security Assets in accordance with the requirements of any applicable laws (but the Issuer will so perfect such title and any such security interest to the extent that the requirements of a Rating Agency so require in connection with a rating of a particular Class of Notes by that Rating Agency at the request of the Issuer).

20.3 Enforcement and realisation of Security

The Security Documents set out the general procedures by which the Security Trustee may take steps to enforce the Security created by the Issuer and realise the Security Assets.

20.3.1 Enforcement of Security relating to, and realisation of, Security Assets

(a) Security Realisation Notice

The Security Trustee at its discretion may, or if directed to do so by the Reference Creditor, shall (subject in each case to being indemnified, secured and/or prefunded to its satisfaction) serve a notice (a **Security Realisation Notice**) on the Issuer if any Note is outstanding, if any Note Event of Default has occurred and the Note Trustee of has specified a Note Acceleration Date.

(b) Security Realisation Date

From and including the time when the Security Trustee serves a Security Realisation Notice on the Issuer (such time being a **Security Realisation Date**):

- all of the Security in respect of the Security Assets shall become immediately enforceable;
- if not already crystallised, any floating charge comprised in the Security shall crystallise in relation to the relevant Security Assets; and
- no amount may be drawn from any Issuer Account except to the extent that it is applied in accordance with the order of priorities set out in the applicable Priority of Payments.

(c) Security Protection Notice

The Security Trustee at its discretion may serve a notice (a **Security Protection Notice**) under the Security Documents if:

- any Event of Default occurs, or any event or circumstance occurs which has not been remedied or waived and which with the giving of notice and/or lapse of time and/or determination and/or certification would constitute a Event of Default or any Mortgage Administrator Termination Event occurs;
- any event occurs which with the giving of notice and/or lapse of time and/or determination and/or certification would constitute a Mortgage Administrator Termination Event;
- the Security Trustee believes that any Event of Default or Mortgage Administrator Termination Event has occurred or is about to occur;
- the Security Trustee believes that all or substantially all or any part of the Security Assets are in danger of being seized or sold under any form of distress, diligence or execution levied, executed or threatened or are otherwise in jeopardy; or

- any circumstance occurs which, in the opinion of the Security Trustee prejudices, imperils, threatens or is likely to do any of the foregoing in respect of the Security relating to the relevant Security Assets or the Issuer takes or threatens to take any action that would be prejudicial to or would be inconsistent with such Security.

Upon issue of a Security Protection Notice (and where the Security includes a floating charge in respect of all or any of the Security Assets), the Security Trustee may (and shall if so directed by the relevant Reference Creditor) (to the extent permitted by applicable law) convert by notice any such floating charge into a fixed charge in relation to such of those Security Assets as may be specified (generally or specifically) in that notice or, if none is specified, all the Security Assets.

20.3.2 Enforcement powers and indemnity of Security Trustee

The Security Trustee may, at its discretion and without notice at any time and from time to time, take such steps and institute such proceedings against the Issuer or any other person as it may think fit to enforce the provisions of the Security Documents in respect of the Notes or any of the other Transaction Documents (including, without limitation, appointing a **Security Enforcer**, being an administrator, an examiner, a receiver or a receiver and manager in respect of the Issuer appointed under a Security Document or pursuant to any applicable law, and includes more than one such receiver and any substituted receiver and an administrative receiver so appointed).

The Security Trustee may, at its discretion and without notice, at any time after the Security has become enforceable (see 20.3.1 *Enforcement of Security relating to, and realisation of, Security Assets*), take such proceedings or steps (including, without limitation, the service of a Security Protection Notice or a Security Realisation Date) as it may think fit to enforce such Security. The Security Trustee shall not be bound to take any such proceedings or steps (including, without limitation, the service of a Security Protection Notice or a Security Realisation Date) unless:

- (while any Notes are outstanding) it is required to do so in accordance with Note Base Condition 10.1 *Enforcement proceedings* (subject to the restrictions contained in the Security Documents to protect the interests of specified Classes of Noteholders) or (in any other case) it has been so directed by the Reference Creditor; and
- the Security Trustee shall have been indemnified and/or prefunded and/or secured to its satisfaction.

20.3.3 Reporting to Rating Agencies

The Security Intercreditor Deed contains provisions requiring the Issuer to notify the Rating Agencies upon becoming aware of certain events and upon the Security Trustee taking certain action under the Security Documents or other Transaction Documents.

20.3.4 Security Post Realisation Date

Following the Security relating to the Security Assets having become enforceable and/or the Security Assets having been disposed of in accordance with the Transaction Documents, the Security Trustee shall determine (in its absolute discretion) the date (being the **Security Post Realisation Date**) upon which:

- either such Security has been fully realised and/or such Security Assets have been fully disposed of in accordance with the Transaction Documents or any further realisation and/or disposal is either not (in its absolute discretion) reasonably practicable and/or would not (in its absolute discretion) generate any further material benefit for the relevant Security Creditors (taking into account any estimated costs of any further enforcement or realisation); and
- the net proceeds of such realisation and/or disposal have been distributed in accordance with the Payments Rules;

and upon making such determination shall give notice to that effect to the Issuer and the Security Creditors.

20.3.5 Issuer's centre of main interests

Under Regulation (EU) No. 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast) (the **Recast EU Insolvency Regulation**), the Issuer's centre of main interests (**COMI**) is presumed to be the place of its registered office (i.e. Ireland) in the absence of proof to the contrary and provided that the Issuer did not move its registered office within the 3 months prior to a request to open insolvency proceedings. As to what might constitute "proof to the contrary" regarding the location of a company's COMI, the key decision is that in *Re Eurofood IFSC Ltd* [2004] 4 IR 370 (*Irish High Court*); [2006] IESC 41 (*Irish Supreme Court*); [2006] Ch 508; *ECJ Case C- 341/04 (European Court of Justice)*, given in respect of the equivalent provision in the previous EU Insolvency Regulation (being

Regulation (EC) No. 1346/2000). In that case, on a reference from the Irish Supreme Court, the European Court of Justice concluded that "factors which are both objective and ascertainable by third parties" would be needed to demonstrate that a company's actual situation is different from that which the location of its registered office is deemed to reflect.

Although it would ultimately be a matter for the relevant court to decide based on the circumstances existing at the time when it was asked to make a decision as to the Issuer's COMI (and, if it was found to be in another jurisdiction and not in Ireland, main insolvency proceedings would instead be opened in that jurisdiction), given that the Issuer has its registered office in Ireland, has Irish directors, is registered for tax in Ireland and has retained an Irish corporate services provider, the Issuer does not believe that factors exist that would rebut the presumption that its COMI is located in Ireland and the Issuer has represented in the Transaction Documents that it will have its COMI in Ireland and, on that basis any main insolvency proceedings in respect of the Issuer would fall within the jurisdiction of the courts of Ireland.

20.4 Release and disposal of Security Assets

20.4.1 Disposal Transactions

The English Security Deed contains provisions for the release from the Security of the relevant Security Assets (or part thereof) in connection with, among other things, transactions involving the disposal of all or any part of the Security Assets (each being a **Disposal Transaction**) entered from time to time:

- to allow a redemption of Notes by the Issuer pursuant to Note Base Condition 6.3 *Optional redemption for taxation and other reasons* and Note Base Condition 6.4 *Full redemption at the option of the Issuer* in each case subject to and in accordance with the applicable terms of those Note Base Conditions;
- upon completion of a purchase following exercise of the Portfolio Purchase Option in accordance with the Portfolio Purchase Option Deed (see 15.5 *Portfolio Purchase Option and early redemption of the Notes*);
- where the cash proceeds of the relevant transaction, to be received on the same date as any disposal of all or part of such Security Assets, will be sufficient, when applied in accordance with the applicable Payments Rules on the relevant Payments Date, to fully repay and discharge all amounts owing (whether or not then due) in respect of all Notes outstanding;
- (if permitted) following the purchase of all of the Notes by the Issuer pursuant to Note Base Condition 6.7 *Purchase of Notes by the Issuer*;
- as part of an enforcement and/or realisation of the Security by the Security Trustee in respect of such Security Assets;
- as part of a transfer or substitution referred to in Note Condition 14.9 *Transfer and substitution of Issuer and/or Notes*; or
- in any other case with the prior written approval of the Reference Creditor(s) and, if any Notes rated by a Rating Agency will remain outstanding following the relevant Disposal Transaction, a Rating Certificate is provided in relation to each Rating Agency regarding such Disposal Transaction and those Notes;

provided that, in certain of such circumstances, if any Hedge Agreement is outstanding at the relevant time, the Issuer has consulted with the relevant Hedge Provider(s) prior to such disposal to assess the anticipated payments, if any, required to be made by the Issuer under such Hedge Agreement(s) in connection with such disposal and in the reasonable opinion of the Issuer the proceeds of such disposal will be sufficient to meet such payment obligations (if any).

20.4.2 Features of Disposal Transactions

Each Disposal Transaction shall be on such terms as the Issuer and the Security Trustee may agree and may include one or more of the following:

- the Security Trustee releasing from the Security all or part of the Security Assets to which such Disposal Transaction relates (the **Disposal Assets**);
- the Issuer entering into and delivering one or more agreements setting out the terms of the Disposal Transaction and effecting the relevant disposal of all or part of the relevant Security Assets to which such Disposal Transaction relates;

- the Issuer entering into and delivering (whether at the relevant initial completion of the relevant Disposal Transaction or at any future time) one or more documents and taking steps from time to time to complete and/or perfect the transfer of title of the Disposal Assets; and/or
- the Issuer taking any steps and entering into and delivering any other documents as are appropriate in connection with the relevant Disposal Transaction.

20.5 **Limited role and liability of Security Trustee**

20.5.1 **Exclusion of liability and limitations on duties**

Among other things, the Security Documents provide that:

- the Security Trustee will not be responsible for supervising the performance by the Issuer or any other party to the Transaction Documents of their respective obligations under the Transaction Documents and the Security Trustee will be entitled to assume, until it has written notice to the contrary, that all such persons are properly performing their duties;
- the Security Trustee will not be responsible for considering the basis on which approvals or consents are granted by the Issuer or any other party to the Transaction Documents under the Transaction Documents;
- the Security Trustee shall not be bound or concerned to make any investigation into the Security Assets or the validity or enforceability of the relevant Security or Security Assets (including, without limitation, the creditworthiness of any obligor in respect of residential mortgage loans in the Portfolio or whether the cashflows from the Portfolio and the relevant Notes are matched);
- the Security Trustee will not be liable to any Noteholder or other Security Creditor for any failure to make or to cause to be made on its behalf the searches, investigations and enquiries which would normally be made by a reasonable prudent security holder in relation to the Security Assets and has no responsibility in relation to the legality, validity, sufficiency and enforceability of the Security and the Transaction Documents;
- the Security Trustee is under no obligation to maintain any insurance in respect of any part of the Security or Security Assets, whether against loss of such security by theft or fire, in respect of fraud or forgery or against any other risk whatsoever;
- the Security Trustee shall be entitled to rely (without investigation or further enquiry) upon instructions or directions given to it by each Note Trustee as being given on behalf of the Class or Classes of Noteholders specified in such instructions or directions and the Security Trustee shall not be bound in any such case to inquire as to the compliance with the applicable Note Trust Deed or be responsible for any loss, liabilities, costs, damages, expenses or inconvenience that may be caused by failing to do so;
- the Security Trustee is exempted from any liability in respect of any loss, diminution in value or theft of all or any part of the Security Assets, from any obligation to insure all or any part of the Security Assets (including, in either such case, any documents evidencing, constituting or representing the same or transferring any rights, benefits and/or obligations thereunder) (or any such document aforesaid);
- any action taken by the Security Trustee under the Security Documents or any other Transaction Documents binds all of the Security Creditors;
- each Security Creditor shall be solely responsible for making its own independent appraisal of, and investigation into the financial condition, creditworthiness, condition, affairs, status and nature of the Issuer, and the Security Trustee shall not at any time have any responsibility for making any such appraisal or investigation and each Security Creditor must make its own determination of whether or not to request the Security Trustee to take a particular course of action; and
- the Security Trustee shall not be obliged to act in any manner which it has reasonable grounds for believing in good faith to be contrary to law or expose it to any risk of prosecution or other sanction of any kind in any jurisdiction or the withdrawal of, or imposition of any conditions on, any licence, consent or other authorisation issued to the Security Trustee by any governmental or regulatory authority in any jurisdiction.

20.5.2 **Indemnification of the Security Trustee**

The Security Documents contain provisions for indemnification of the Security Trustee and for its relief from responsibility for the validity, sufficiency and enforceability (which the Security Trustee has not investigated) of the Security or the Security Assets, including provisions relieving it from taking proceedings to enforce repayment or from taking any action in accordance with the Security Documents without being first indemnified and/or prefunded and/or secured to its satisfaction, except in certain circumstances (see 20.3 *Enforcement and realisation of Security*).

20.5.3 **Other dealings**

Each of the Security Trustee and its subsidiaries or associated companies is entitled to enter into business transactions with the Issuer, any issuer or guarantor of or other obligor in respect of the assets, rights and/or benefits comprising the Security Assets, or any of their respective subsidiaries or associated companies without accounting to any Noteholder or other Security Creditor for any profit resulting therefrom.

20.6 **Modifications by Security Trustee**

Note Base Condition 14 *Modifications, authorisations, waivers and substitution* is incorporated into and applies to the Security Intercreditor Deed and sets out circumstances in which the Security Trustee may or, in relation to a Compliance Modification, shall, without any consent or sanction of the Noteholders or any of the other Security Creditor, agree to or make a modification in respect of the Note Base Conditions or, in so far as applicable, any other Transaction Document to which the Security Trustee is a party or in relation to which the Security Trustee holds Security. Unless the Security Trustee agrees otherwise or such Note Base Condition 14 indicates otherwise, each such modification shall be binding on all Noteholders and each other Security Creditor.

21. Certain regulatory aspects of securitisation

Prospective investors should note that other regulatory disclosures, as relevant to the Transaction, are contained elsewhere in this Prospectus. The following outlines certain matters that may be relevant to some investors. It does not purport to be a comprehensive list of regulatory matters that pertain to investors. All investors are responsible for analysing their own regulatory position. In particular, please refer to 1.1 *Prospective investors* and 4 *Risk factors* for further information.

21.1 EU and UK securitisation frameworks

21.1.1 EU Securitisation Framework

From 1 January 2019, Regulation (EU) 2017/2402 of the European Parliament and of the Council of 12 December 2017 (as amended before, and in force on, the Closing Date, excluding any national measures by any member state of the EU, the **EU Securitisation Regulation**) and the associated Regulation (EU) 2017/2401 (together, including, without limitation, subordinate legislation regulatory technical standards, the **EU Securitisation Framework**) began to apply to any securitisations issued from that date, subject to various transitional provisions.

The EU Securitisation Framework applies to this Transaction. Investors should therefore make themselves aware of such requirements (and any corresponding implementing rules made at the national level), where applicable to them, in addition to any other regulatory requirements applicable to them with respect to their investment in the Notes.

21.1.2 UK Securitisation Framework

From 1 November 2024, a recast securitisation regime was introduced in the UK comprising (a) the Securitisation Regulations 2024 (SI 2024/102), as amended (the **UK SR 2024**), (b) the Securitisation Part of the rulebook of published policy of the Prudential Regulation Authority of the Bank of England (the **UK PRA SR**) and (c) the securitisation sourcebook of the FCA Handbook (the **UK SECN**) (collectively, including, without limitation, subordinate legislation regulatory technical standards, the **UK Securitisation Framework**).

21.1.3 Basis of and limitations applicable to compliance with UK Securitisation Framework

The obligations of the Issuer and the Risk Retention Holder to comply with aspects of the UK Securitisation Framework (some of which are indicated in this section 21 *Certain regulatory aspects of securitisation*) are only on the following basis (the **Restricted Basis**):

- (a) such obligations are strictly contractual pursuant to the terms of the applicable Transaction Documents containing such obligations and only relate to the UK Securitisation Framework as in effect and interpreted on the Closing Date and, to the extent that the UK Securitisation Framework (as in effect and interpreted on the Closing Date) is amended, a change in interpretation is introduced or new rules are introduced in relation to the UK Securitisation Framework (as in effect and interpreted on the Closing Date), in each case, following the Closing Date, the Issuer and the Risk Retention Holder will be under no obligation to comply with such amendments, change(s) in interpretation or new rules unless such amendments, change(s) in interpretation or new rules is favourable to the position of the Issuer and the Risk Retention Holder as at the time they become effective; and
- (b) such obligations may, in due course, be satisfied by compliance with, as applicable, an EU Equivalent Requirement.

EU Equivalent Requirement means at any time in relation to any requirement at that time under the UK Securitisation Framework, the Framework Administrator is able to certify, and has certified, to the Issuer and the Note Trustee that a competent UK authority has confirmed that such requirement will be satisfied by compliance with a corresponding requirement under the EU Securitisation Framework due to the application of an equivalency regime or similar analogous concept.

21.1.4 EU and UK Affected Investors

Each **Securitisation Framework** (being, as applicable, the EU Securitisation Framework and the UK Securitisation Framework) implements the revised securitisation framework developed by the Basel Committee, as well as revised risk retention and transparency requirements (now imposed variously on the issuer, originator, sponsor and/or original lender of a securitisation) and due diligence requirements imposed:

- (a) by the EU Securitisation Framework on specified investors in a securitisation (each an **EU Affected Investor**), being each of: (1) EU-regulated credit institutions, (2) EU-regulated investment firms, (3) certain alternative investment fund managers which manage and/or market alternative investment funds in the EU, (4) EU regulated insurers or reinsurers, (5) certain investment companies authorized in accordance with Directive 2009/65/EC, (6) managing companies as defined in Directive 2009/65/EC, (7) institutions for occupational retirement provision falling within the scope of Directive (EU) 2016/2341 (subject to certain exceptions), and (8) certain investment managers and authorised entities appointed by such institutions subject; and
- (b) by the UK Securitisation Framework on specified investors in a securitisation (each a **UK Affected Investor**), being each of (subject to certain conditions and exceptions): (1) insurance undertakings and reinsurance undertakings as defined in the FSMA; (2) trustees or managers of an occupational pension scheme as defined in the FSMA, and certain fund managers appointed under the UK Pensions Act 1995 in respect of such schemes; (3) alternative investment fund managers as defined in the UK Alternative Investment Fund Managers Regulations 2013 with permission under Part 4A of FSMA (in respect of managing an alternative investment fund), who market or manage alternative investment funds in the UK (and additionally, small registered UK alternative investment fund managers as defined in the UK Alternative Investment Fund Managers Regulations 2013); (4) UCITS as defined in the FSMA, which are authorized open ended investment companies as defined in the FSMA, and management companies as defined in the FSMA; (5) FCA investment firms as defined in Regulation (EU) No 575/2013 as it forms part of UK domestic law by virtue of the EUWA and as amended (the “**UK CRR**”); and (6) CRR firms as defined in the UK CRR (the UK due diligence requirements apply also to certain consolidated affiliates of such CRR firms).

21.1.5 Investor responsibility regarding Securitisation Framework requirements

Each prospective investor is required independently to assess and determine the sufficiency of the information in this Prospectus generally for the purposes of complying with each Securitisation Framework (including, without limitation, the Retention Requirements and the Transparency Rules) and none of the Issuer or any other Transaction Party makes any representation that the information in this Prospectus is sufficient in all circumstances for such purposes.

In addition, each prospective Noteholder should ensure that they comply with the implementing provisions in respect of each Securitisation Framework as applicable in such Noteholder's relevant jurisdiction. Investors, who are uncertain as to the requirements which apply to them in respect of their relevant jurisdiction, should seek guidance from their regulator.

For more information as to some risks arising from the Securitisation Framework requirements please see 4.6.3 *Regulatory requirements in relation to aspects of securitisation*.

21.2 EU and UK risk retention requirements

21.2.1 Retention Requirements

Each Securitisation Framework includes a risk retention requirement (the **Retention Requirement**):

- (a) being in the case of the EU Securitisation Framework, the requirement under Article 6(1) of the EU Securitisation Regulation (which does not take into account any national measures) to hold a material net economic interest of not less than 5 per cent. in the securitisation (the “**EU Retention Requirement**”), and
- (b) being in the case of the UK Securitisation Framework, the requirement, subject to the Restricted Basis, under UK SECN 5.2.1R and Article 6(1) of Chapter 2 of, together with Chapter 4 of, the UK PRA SR to hold a material net economic interest of not less than 5 per cent. in the securitisation (the **UK Retention Requirement**).

21.2.2 EU and UK risk retention undertakings

The Risk Retention Holder, as an originator within the meaning of the EU Securitisation Regulation and, subject to the Restricted Basis, as an originator within the meaning of the UK Securitisation Framework, will undertake to the Issuer and the Note Trustee in the Subordinated Note Facility Agreement, that for so long as required by either Securitisation Framework (but subject to the Restricted Basis in respect of the UK Securitisation Framework) it will:

- (a) satisfy the Retention Requirement in respect of that Securitisation Framework on an ongoing basis by holding and retaining on an ongoing basis the applicable Retained Interest;

- (b) comply with the applicable disclosure obligations described in Article (7)(1)(e)(iii) of the EU Securitisation Regulation and, subject to the Restricted Basis, UK SECN 6.2.1R(5)(c) and Article (7)(1)(e)(iii) of Chapter 2 of the UK PRA SR by confirming the risk retained by the Risk Retention Holder (including which of the modalities provided for in Article 6(3) of the EU Securitisation Regulation and, subject to the Restricted Basis, UK SECN 5.2.8R(1) and Article 6(3) of Chapter 2 of the UK PRA SR has been applied) through the provision of the information in this Prospectus and disclosure in the Investor Report (as prepared by the Cash Administrator), provided that the Risk Retention Holder will not be in breach of this 21.2.2(b) if it fails to so comply due to events, actions or circumstances beyond its control;
- (c) not change the manner in which it retains the applicable Retained Interest from the Closing Date, except to the extent permitted in accordance with the applicable Securitisation Framework, and notify as soon as reasonably practicable any such change to the Note Trustee (on behalf of the Noteholders), the Mortgage Administrator and the Cash Administrator;
- (d) not enter into any credit risk mitigation, short position or any other hedge or sale with respect to applicable Retained Interest, except to the extent permitted in accordance with the applicable Securitisation Framework; and
- (e) promptly notify the Issuer, the Cash Administrator and the Note Trustee (on behalf of the Noteholders) if for any reason it ceases to hold the applicable Retained Interest in accordance with the requirements of the applicable Securitisation Framework or otherwise fails to comply with its undertakings in 21.2.2(a) to 21.2.2(e).

21.2.3 **Retained Interest**

Retained Interest means:

- (a) the holding and retention of the first loss tranche and other tranches having the same or a more severe risk profile than those transferred or sold to investors and not maturing any earlier than those transferred or sold to investors, so that the retention equals in total not less than 5% of the nominal value of the securitised exposures in accordance with Article 6(3)(d) of the EU Securitisation Regulation and, subject to the Restricted Basis, UK SECN 5.2.8R(1)(d) and Article 6(3)(d) of Chapter 2 of the UK PRA SR respectively by holding and retaining Z1 Notes having an Note Initial Principal Amount of at least EUR 12,204,000 and all of the Z2 Notes, together being 5% of the aggregate Mortgage Principal Balance of all Mortgages in the Portfolio as at the Closing Date (being the manner in which the Risk Retention Holder holds and retains the applicable Retained Interest from the Closing Date); or
- (b) (if applicable) such other type of holding that satisfies the Retention Requirement in respect of the applicable Securitisation Framework in accordance with 21.2.2(c).

21.2.4 **Change in respect of Retained Interest**

The Risk Retention Holder may sell, assign or transfer the Retained Interest to any party if such sale, assignment, assignation or transfer is permitted by each applicable Securitisation Framework and that party gives the same representations, warranties and undertakings and agreeing to the same obligations as set out in 21.2.2(a) to 21.2.2(e) and certain other representations, warranties and undertakings set out in the Subordinated Note Facility Agreement.

21.3 **EU and UK transparency and reporting requirements**

21.3.1 **Transparency Rules**

Each Securitisation Framework includes transparency requirements (the **Transparency Rules**):

- (a) being in the case of the EU Securitisation Framework, the transparency requirements set out in Article 7 of the EU Securitisation Regulation (the **EU Transparency Rules**), and
- (b) being in the case of the UK Securitisation Framework, the transparency requirements set out in Article 7 of Chapter 2 of the UK PRA SR, Chapter 5 of the UK PRA SR (including its Annexes) and Chapter 6 of the UK PRA SR (including its Annexes) (the **UK PRA Transparency Rules**) and UK SECN 6, UK SECN 11 (including its Annexes) and UK SECN 12 (including its Annexes) (the **UK FCA Transparency Rules**) and, together with the UK PRA Transparency Rules, the **UK Transparency Rules**),

together with, in each case, the relevant regulatory and implementing technical standards, including the standardised templates adopted by ESMA or, as applicable, the FCA which set out the form in which the relevant reporting entity is required to comply with certain of the periodic reporting requirements.

21.3.2 Compliance with Transparency Rules

Whilst the Issuer (as an 'SSPE' for the purposes of each Securitisation Framework) and the Risk Retention Holder (as 'originator' for the purposes of each Securitisation Framework) remain responsible for the provision of the required information to the relevant recipients designated under the applicable Transparency Rules (but subject to the Restricted Basis in respect of the UK Transparency Rules), in the Subordinated Note Facility Agreement the Issuer and the Risk Retention Holder will agree that, for the purposes of Article 7(2) of the EU Securitisation Regulation and, subject to the Restricted Basis, SECN 6.3.1R and Article 7(2) of Chapter 2 of the UK PRA SR respectively, the Issuer is the designated entity under each Securitisation Framework to fulfil the information requirements of that Securitisation Framework (but subject to the Restricted Basis in respect of the UK Securitisation Framework).

The Issuer has delegated certain of its obligations under both sets of Transparency Rules to the Mortgage Administrator under the Mortgage Administration Agreement and appointed the Cash Administrator to assist with certain of its obligations under the Cash Administration Agreement.

The Issuer shall make available the information required by both sets of Transparency Rules (but subject to the Restricted Basis in respect of the UK Transparency Rules) by means of the EU Information Repository. As at the date of this Prospectus, the EU Information Repository is SecRep B.V. (via its website at www.secrep.eu) being a securitisation repository registered in accordance with Article 10 of the EU Securitisation Regulation. In particular, the Issuer will procure that the Cash Administrator will:

(a) **Investor Report**

from the Closing Date publish each month an investor report (prepared by the Cash Administrator) in respect of each Interest Period (each an **Investor Report**), to the extent then required by and in accordance with under Article 7(1) of the EU Securitisation Regulation and, subject to the Restricted Basis, Article 7(1)(e) of Chapter 2 together with Chapter 5 (including its Annexes) and Chapter 6 (including its Annexes) of the UK PRA SR and UK SECN 6.2.1R(5), UK SECN 11 (Annex 12) and UK SECN 12.3 (including its Annexes));

(b) **Loan-by-Loan Report**

from the Closing Date publish each month a report (prepared by the Mortgage Administrator) containing certain loan-by-loan information in relation to the Mortgages in the Portfolio in respect of each Collection Period (each a **Loan-by-Loan Report**), to the extent then required by and in accordance with Article 7(1) of the EU Securitisation Regulation and, subject to the Restricted Basis, Article 7(1)(a) of Chapter 2 together with Chapter 5 (including its Annexes) and Chapter 6 (including its Annexes) of the UK PRA SR and UK SECN 6.2.1R(1) and UK SECN 11 (including its Annexes) and UK SECN 12 (including its Annexes);

(c) **Inside Information and Significant Event Report**

publish at any required time, without delay, any report (prepared by the Issuer or Mortgage Administrator with the assistance of Cash Administrator on the instructions of the Issuer) (each an **Inside Information and Significant Event Report**) as to:

- (1) any inside information relating to the Issuer which the Issuer determines it is obliged to make in accordance with Article 17 of Regulation (EU) No. 596/2014 on market abuse to the extent then required by and in accordance with Article 7(1)(f) of the EU Securitisation Regulation and, subject to the Restricted Basis, is so far as that Regulation forms part of domestic law in the United Kingdom to the extent then required by and in accordance with the UK Transparency Rules, and will be disclosed to the public by the Issuer (or the Framework Administrator on its behalf); and/or
- (2) any significant event to the extent then required by and in accordance with Article 7(1)(g) of the EU Securitisation Regulation and, subject to the Restricted Basis, the UK Transparency Rules;

(d) **Prospectus and Transaction Documents**

make available, within 15 days of the issuance of the Notes, copies of this Prospectus and the relevant Transaction Documents; and

(e) Pre-pricing information

make available any information required to be made available prior to pricing of the Notes to potential investors in the Notes pursuant to Article 7 of the EU Securitisation Regulation and, subject to the Restricted Basis, the UK Transparency Rules,

in each case through the EU Information Repository in the manner prescribed as at the applicable time under the EU Securitisation Framework, and those reports and documents will be available to the Noteholders, relevant competent authorities and, upon request, to potential investors in the Notes through the EU Information Repository.

In addition, the Issuer will procure that Cash Administrator will also publish on the Transaction Information Website all the information that it submits to the EU Information Repository (see 1.2.3 *Post issuance transaction reporting*).

Pursuant to the European Union (General Framework for Securitisation and Specific Framework for Simple, Transparent and Standardised Securitisation) Regulations 2018 of Ireland, an originator, sponsor and securitisation special purpose entity must make a notification to the Central Bank (being the competent authority in Ireland under those Regulations) within 15 working days of the issue of the Notes. Such notification shall be in the manner prescribed in section 6 of those Regulations, as supplemented by certain guidance issued by the Central Bank. The Issuer has confirmed that it will make such a notification in accordance with those Regulations.

21.4 No EU or UK STS Securitisation designation or notification

Each Securitisation Framework makes provision for a securitisation transaction to be designated a simple, transparent and standardised transaction for the purposes of the applicable Securitisation Framework (being, in relation to the applicable Securitisation Framework, an **STS Securitisation**) and provides that such securitisation transactions should be subject to more favourable regulatory treatment, including reduced risk weightings for credit institution and investment firm investors.

In order to obtain this designation in relation to a securitisation transaction, it needs to comply with the requirements set out in Articles 20, 21 and 22 of the EU Securitisation Regulation or, as applicable, UK SECN 2 and one of the originator or sponsor in relation to such securitisation transaction needs to file a notification to ESMA or, as applicable, the FCA confirming the compliance of the relevant securitisation transaction with those requirements.

The Issuer and the Risk Retention Holder have not designated, and do not intend to designate, the Transaction as an STS Securitisation under either Securitisation Framework and the Risk Retention Holder has not made, and does not intend to make, any notification under Article 27(1) of the EU Securitisation or UK SECN 2.5 in respect of the Transaction.

For more information as to the risks specific to the Issuer and/or holding of the Notes not being and not being expected to be designated as a STS Securitisation under either Securitisation Framework, please see 4.6.3(f) *Not a simple, transparent and standardised securitisation*.

21.5 Other EU or UK Securitisation Framework aspects**21.5.1 Notes are not part of a re-securitisation**

The Notes are not part of a securitisation of one or more exposures where at least one of the underlying exposures is a securitisation position.

21.5.2 Self-certified loans

The EU Securitisation Framework bans the securitisation of residential mortgage loans made after the entry into force of Directive 2014/17/EU which had been marketed and underwritten on the premise that the loan applicant or, where applicable, intermediaries were made aware that the information provided by the loan applicant might not be verified by the lender (and the UK Securitisation Framework includes a corresponding ban). The Seller has represented that so far as it is aware none of the Mortgage Loans are self-certified loans originated on or after 21 March 2016 (being the date when Directive 2014/17/EU was implemented in Ireland (by way of the European Union (Consumer Mortgage Credit Agreements) Regulations 2016 S.I. No. 142 of 2016)). See 11.5.2(f) *No prohibited self-certified loans*.

21.5.3 Credit-granting criteria

The same sound and well defined criteria for credit-granting was applied by the Originator to the exposures in the Portfolio as the criteria which was applied to exposures originated by the Originator that are not included in the Portfolio. In respect of any advance under a Mortgage Loan made after 21 March 2016,

the same clearly established processes for approving and, where relevant, amending, renewing and refinancing credits were applied by the Originator as to exposures originated by the Originator that are not included in the Portfolio and that the Originator had effective systems in place to apply those criteria and processes in order to ensure that credit-granting was based on a thorough assessment of the obligor's creditworthiness taking appropriate account of factors relevant to verifying the prospect of the obligor meeting his obligations under the relevant credit agreement.

21.6 U.S. risk retention

21.6.1 U.S. Retention Rules

The credit risk retention regulations implemented by the United States Securities Exchange Commission pursuant to Section 15G of the U.S. Exchange Act, as amended (the **U.S. Retention Rules**) generally require the 'sponsor' of a 'securitization transaction' (as defined by the U.S. Retention Rules) to acquire and retain (either directly and/or through one of its 'majority-owned affiliates' (as defined by the U.S. Retention Rules)) at least 5% of the credit risk of the 'securitized assets' (as defined by the U.S. Retention Rules) of the Issuer (the **U.S. Retained Interest**). As such 'sponsor' in relation to the Transaction, the Risk Retention Holder (in such capacity, the **U.S. Retention Holder**) intends to comply with the requirements of the U.S. Retention Rules by designating itself and/or one of its majority-owned affiliates as the entity that will acquire on the Closing Date and retain the U.S. Retained Interest in the form of an eligible horizontal residual interest (an **EHRI**) in an amount equal to at least 5% of the fair value of the 'ABS interests' (being Z1 Notes having an Note Initial Principal Amount of at least EUR 15,225,000 and all of the Z2 Notes and all of the X Notes) as determined under U.S. generally accepted accounting principles (**U.S. GAAP**).

The U.S. Retention Holder is obliged by the U.S. Retention Rules to retain, either directly and/or through one of its majority-owned affiliates, the U.S. Retained Interest from the Closing Date until the later of:

- (a) the 5th anniversary of the Closing Date; and
- (b) the earlier of:
 - (1) the date on which the aggregate unpaid Mortgage Current Balance of the Loans has been reduced to 25% of the aggregate unpaid Mortgage Current Balance of the Loans as of the Closing Date; and
 - (2) the 7th anniversary of the Closing Date,

(the **Sunset Date**). In order to satisfy this obligation, the U.S. Retention Holder will retain, either directly and/or through one of its majority-owned affiliates, the U.S. Retained Interest through the Sunset Date.

Until the Sunset Date, the U.S. Retention Rules impose limitations on the ability of the U.S. Retention Holder (or its majority-owned affiliate) during such period to dispose of or hedge its risk with respect to the U.S. Retained Interest.

Prior to the Sunset Date, any financing obtained by the U.S. Retention Holder (or its majority-owned affiliate) during such period to purchase or carry the U.S. Retained Interest that is secured by the U.S. Retained Interest must provide for full recourse to the U.S. Retention Holder (or its majority-owned affiliate) and otherwise comply with the U.S. Retention Rules. In addition, prior to the Sunset Date, the U.S. Retention Holder (or its majority-owned affiliate) may not engage in any hedging transactions if payments on the hedge instrument are materially related to the U.S. Retained Interest and the hedge position would limit the credit exposure of the U.S. Retention Holder or its majority-owned affiliate to the U.S. Retained Interest. The retention, financing and hedging limitations set forth in the U.S. Retention Rules will not apply to any Notes held by the U.S. Retention Holder that do not constitute part of the U.S. Retained Interest.

The U.S. Retention Holder, directly and/or through one of its majority-owned affiliates, will acquire and, to the extent required, retain through the Sunset Date an EHRI by retaining Z1 Notes having an Note Initial Principal Amount of at least EUR 15,225,000 and all of the Z2 Notes and the X Notes, the aggregate fair value of which is at least 5% of the fair value of all of the Notes issued by the Issuer as of the Closing Date, as described below. To the extent that the U.S. Retention Holder, directly and/or through one of its majority-owned affiliates, holds an interest in the Notes greater than the amount required for an EHRI, such amount of the interest that exceeds the EHRI requirement may, at any time, be transferred to any third party or an affiliate without affecting its compliance with the U.S. Retention Rules.

For more information as to the risks specific to the Issuer and/or holding of the Notes arising from the U.S. Retention Rules, please see 4.6.3(c) *Certain risks relating to the U.S. Retention Rules* and 4.6.3(d) *Raising of financing against Notes held by Risk Retention Holder for risk retention*.

21.6.2 Fair value of the U.S. Retained Interest

(a) Estimated range of fair values of each class of Notes

The U.S. Retention Holder has determined an estimated fair value or range of fair values of each Class of Notes, including the EHRI, using a fair value measurement framework under U.S. GAAP.

The estimated fair value or range of fair values of each class of Notes is summarised below, which is subject to certain assumptions (see 21.6.2(b) *Valuation methodology and assumptions, structuring assumptions and discount rate*) and uncertainties (see 21.6.2(d) *Disclaimer regarding estimates of the fair value of the Notes*) and may be updated after the Closing Date (see 21.6.2(c) *Post-Closing Date fair values disclosure*):

Class of Notes	Range of Fair Values (€)	Range of Fair Values as a Percentage of Par of Class of Notes (%)	Fair Values (as a % of all ABS interests issued)
A Notes	301,324,836 – 302,882,780	99.54 – 100.05	75.30%
B Notes	22,757,594 – 22,970,373	97.71 – 98.63	5.70%
C Notes	14,536,935 – 14,604,065	98.09 – 98.54	3.63%
D Notes	12,384,189 – 12,440,532	97.51 – 97.96	3.09%
E Notes	10,213,570 – 10,289,528	96.54 – 97.25	2.56%
F Notes	8,180,241 – 8,300,002	96.58 – 97.99	2.05%
RF Notes	4,497,011 – 4,767,032	74.45 – 78.92	1.15%
Z1 Notes	18,523,963 – 19,603,633	79.54 – 84.17	4.75%
Z2 Notes	5,055,027 – 5,394,636	79.61 – 84.95	1.30%
X Notes	1,799,052 – 1,918,582	89.95 – 95.93	0.46%

As of the Closing Date, the estimated fair value of the U.S. Risk Retained Interest as a percentage of the fair value of all ABS Interests issued by the Issuer as of the Closing Date is expected to be at least 5%.

In measuring the estimated fair value or range of fair values, the U.S. Retention Holder used observable and unobservable inputs and their significance in measuring the estimated fair value or range of fair values are reflected in the hierarchy assessment, with Level 1 inputs favoured over Level 3 inputs. Such measurements are subject to certain assumptions (see 21.6.2(b) *Valuation methodology and assumptions, structuring assumptions and discount rate*) and uncertainties (see 21.6.2(d) *Disclaimer regarding estimates of the fair value of the Notes*) and may be updated after the Closing Date (see 21.6.2(c) *Post-Closing Date fair values disclosure*).

- Level 1 inputs – include quoted prices for identical instruments and are the most observable;
- Level 2 inputs – include quoted prices for similar instruments and observable inputs such as interest rates and yield curves; and
- Level 3 inputs – include data not observable in the market and reflect management judgment about the assumptions market participants would use in pricing the instrument.

The estimated fair values or range of fair values of the Rated Notes are categorised within Level 1 or Level 2 of the hierarchy, reflecting factors including the Interest Margins for such Notes and inputs derived from bona fide estimates of the yields, interest rates and prices at which such classes of Notes would be purchased by third-party investors, repurchase lenders or prices for similar instruments. The estimated fair value or range of fair values of in respect of the Unrated Notes is categorised within Level 3 of the hierarchy as inputs to the fair value calculation are generally not observable in the market and reflect the U.S. Retention Holder's assumptions about the considerations that other market participants would employ in evaluating such Unrated Notes.

(b) Valuation methodology and assumptions, structuring assumptions and discount rate

To determine the estimated fair values or range of fair values of the Notes, a discounted cash flow method was utilised, which derives an estimate of value based on the present value of the expected future cash flows of the transaction.

Key modelling assumptions were first derived in order to project future cash flows to the transaction by evaluating certain characteristics of the transaction such as structure and collateral composition.

A variety of assumptions are necessary to project the future performance of the collateral when valuing comparable transactions, including prepayment rates, default rates, recovery amounts and recovery timelines.

In general, the valuation assumptions were informed by research reports, discussions with active market participants and representatives of the U.S. Retention Holder, historical collateral performance of issuer deals and comparable deals, and other research and analyses.

After deriving collateral cash flow assumptions, future cash flows on the Notes were projected using a commercially available cash flow modelling application.

In considering collateral assumptions for the transaction, the collateral composition of the underlying portfolio was considered, as well as various scenarios involving defaults and prepayment sensitivities, recovery haircuts and timing delays.

The estimated fair values or range of fair values of the Notes was determined based on the EAL Modelling Assumptions set forth under 16 *Estimated average lives of the Notes* under the pricing scenario set out therein with (1) the following differences: a constant default rate of 2.50%, loss severity of 55% and recovery lag of 3 months, and (2) where applicable, a call at the earliest date possible assuming proceeds equal to 100% of the Mortgage Principal Balance of the Portfolio, otherwise no call.

The expected cash flows of the Notes were then discounted at an appropriate discount rate range consistent with market required rate of returns for similar securities.

The discount rate ranges applied to the Rated Notes were generally informed by market research, previously issued re-performing and non-performing mortgage loan transactions, and discussions with active market participants. Additionally, pricing on these Notes was informed by bank syndicate desk colour on similar rated notes, given their relative coupon spread and credit support thickness, and other factors. These Notes were discounted at a discount margin to their corresponding coupon reference index (1 month EURIBOR).

The selected discount margins for the Notes comprised within the U.S. Risk Retained Interest were also generally informed by market research, previously issued re-performing and non-performing mortgage loan transactions and discussions with active market participants, taking also into account the observed market colour for the more senior Notes given their relative coupon spread and credit support thickness. These Notes were discounted at a discount margin to their corresponding coupon reference index (1 month EURIBOR).

Class of Notes	Range of Discount Margins to Optional Redemption Date (bps)
	/ Yield to Maturity (%)
A Notes	145 bps – 120 bps
B Notes	230 bps – 200 bps
C Notes	280 bps – 265 bps
D Notes	390 bps – 375 bps
E Notes	550 bps – 525 bps
F Notes	675 bps – 625 bps
RF Notes	16.0% – 14.0%
Z1 Notes	16.0% – 14.0%
Z2 Notes	17.0% – 15.0%
X Notes	11.5% – 9.5%

The U.S. Retention Holder believes that the inputs and assumptions described above include the inputs and assumptions that could have a material impact on the fair value calculation or a prospective Noteholder's ability to evaluate the fair value calculation. The estimated fair value or range of fair values of the Notes were calculated based on the assumptions described above, including assumptions regarding the characteristics and performance of the Portfolio that likely will differ from the actual characteristics and performance of the Portfolio, and are subject to certain assumptions (see 21.6.2(b) *Valuation methodology and assumptions, structuring assumptions and discount rate*) and uncertainties (see 21.6.2(d) *Disclaimer regarding estimates of the fair value of the Notes*) and may be updated after the Closing Date (see 21.6.2(c) *Post-Closing Date fair values disclosure*).

(c) Post-Closing Date fair values disclosure

On the first Payments Date following the Closing Date, a statement will be released with valuations prepared by the U.S. Retention Holder that will set forth the following information:

- the fair value, expressed as a percentage of the fair value of all of the Notes issued by the Issuer on the Closing Date, of the U.S. Retained Interest retained pursuant to the EHRI by the U.S. Retention Holder as of the Closing Date, based on actual sale prices and finalised tranche sizes;
- the fair value, expressed as a percentage of the fair value of all of the Notes issued by the Issuer on the Closing Date, of the U.S. Retained Interest retained pursuant to the EHRI that the U.S. Retention Holder is required to retain under the U.S. Retention Rules; and
- to the extent the valuation methodology or any of the key inputs and assumptions that were used in calculating the fair values as disclosed herein materially differs from the methodology or key inputs and assumptions used to calculate the fair value on the Closing Date, descriptions of those material differences.

(d) Disclaimer regarding estimates of the fair value of the Notes

Estimates of the fair value of the Notes involve a significant degree of subjective judgement and, as a result, are inherently uncertain. The estimated fair values, and description of inputs and assumptions used to derive such estimated fair values, are forward-looking statements being included in this Prospectus solely for purposes of satisfying the disclosure requirements of the U.S. Retention Rules and should not be relied upon by any person for any other purpose, including for purposes of making an investment decision in the Notes or in assessing the value or future value of any of the Notes (see 1.5 *Forward-looking statements* and 1.6 *Statistical Information*).

Such fair value determinations involve uncertainties and matters of significant judgement on the part of the U.S. Retention Holder, and the U.S. Retention Holder has made its own assumptions and determinations in order to establish fair value. Any such assumptions and determinations may be difficult to make and are inherently uncertain.

Moreover, any value (or range of values) assigned by the U.S. Retention Holder will only be an estimate as of a certain date, which is subject to uncertainties and contingencies, all of which are difficult to predict and beyond the control of the U.S. Retention Holder. Some factors that could cause actual results to differ materially from the information appearing in this section include the ultimate rating and pricing levels on the Notes, rates and timing of defaults, delinquencies, recoveries and prepayments on the Mortgage Loans, changes in interest rates or exchange rates, as well as market, financial and/or legal uncertainties. As a result, any such values (or range of values) are not intended to be, and should not be construed in any respect as, a guarantee of value or a statement as to the prices at which the Notes may actually be sold.

Given the uncertainty and subjectivity associated with determining the fair value of the Notes, there is and can be no assurance that the value (or range of values) assigned by the U.S. Retention Holder will accurately reflect the actual market value of the Notes, and it is possible that the fair value as determined by the U.S. Retention Holder for any Notes will be materially different from quoted or published prices, from the fair value determinations made by other persons for the same Notes and/or from the actual value that could be or is realised upon the sale of such Notes.

Prospective investors are advised that any information under 21 *Certain regulatory aspects of securitisation* is not intended by the U.S. Retention Holder or any of its affiliates, and should not be construed, to be investment advice with respect to the merits of any Notes or the transactions described in this Prospectus, the suitability of investing in any Notes or any investment decision being considered by any prospective investor, or a recommendation to buy or sell any Notes.

No Transaction Party other than the U.S. Retention Holder will be charged with knowledge of any U.S. Retention Rules, nor will any Transaction Party other than the U.S. Retention Holder be responsible for monitoring, confirming or enforcing any U.S. Retention Rules applicable to the transaction. No Transaction Party other than the U.S. Retention Holder will be liable to any Noteholder or other party for violation of such rules now or hereinafter in effect. No Transaction Party other than the U.S. Retention Holder assumes any responsibility for the U.S. Retention Holder's compliance with the U.S. Retention Rules.

21.7 Rule 15Ga-2 under the U.S. Exchange Act

On 27 August 2014, the SEC approved rules and issued a release regarding third-party due diligence reports. The release relates primarily to Rule 15Ga-2 and Rule 17g-10 under the U.S. Exchange Act, each of which became effective on 10 June 2015. Rule 15Ga-2 requires any issuer or underwriter of asset-backed securities (including, for this purpose, securitisations of residential and commercial mortgage loans as well as other asset classes) rated by a NRSRO to furnish a form (a Form ABS-15G) via the SEC's EDGAR database describing the findings and conclusions of any third-party due diligence report obtained by an issuer or an underwriter, at least five business days prior to the first sale of the asset-backed securities. The filing requirements apply to both publicly registered offerings and unregistered securitisations of assets offered within the United States such as those relying on Rule 144A. A third party due diligence report is any report containing findings and conclusions relating to due diligence services, which are defined as a review of pool assets for the purposes of issuing findings on: (a) the accuracy of the asset data; (b) determining whether the assets conform to stated underwriting standards; (c) asset value(s); (d) legal compliance by the originator; and (e) any other factor material to the likelihood that the issuer will pay interest and principal as required. These due diligence services are routinely provided by third-party due diligence vendors in asset-backed securities structured transactions and affect their credit ratings.

A Form ABS-15G containing diligence findings and conclusions with respect to a third party due diligence report prepared for the purpose of the transaction contemplated by this Prospectus was prepared and furnished by the U.S. Retention Holder (as sponsor in relation to the Transaction) no later than five U.S. business days prior to the pricing date and is publicly available on the SEC's EDGAR database using the U.S. Retention Holder's CIK number, which is 0002039388. Any such Form ABS-15G is not and will not be, by this reference or otherwise, incorporated into this Prospectus and should not be relied upon by any prospective investor as a basis for making a decision to invest in any Notes. Prospective investors should rely exclusively on this Prospectus in making their investment decisions.

21.8 Rule 17g-5 under the U.S. Exchange Act

In order to permit the Rating Agencies to comply with their obligations under Rule 17g-5 under the U.S. Exchange Act, all information that is provided to the Rating Agencies for the purposes of determining the initial credit ratings of the Notes or undertaking credit rating surveillance of the Notes will be posted on a password-protected internet website, at the same time such information is provided to the Rating Agencies. Any notices or requests to, or any other written communications with or written information provided to, the Rating Agencies, or any of their officers, directors or employees pursuant to, in connection with or related directly or indirectly to the Portfolio, the Notes or otherwise in connection with the transaction described in this Prospectus will be, in each case, posted to that website.

21.9 Rating Agencies

S&P and KBRA are respectively expected to assign ratings to the Rated Notes on or before the Closing Date. As of the date of this Prospectus, each of S&P and KBRA is a credit rating agency established in the European Union and registered under the EU Credit Rating Agencies Regulation and ESMA is obliged to maintain on its website, <https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation> (the contents of that website do not form part of this Prospectus and are not incorporated by reference into this Prospectus), a list of credit rating agencies registered and certified in accordance with the EU Credit Rating Agencies Regulation. That list must be updated within five working days of the ESMA's adoption of any decision to withdraw the registration of a credit rating agency under the EU Credit Rating Agencies Regulation. Therefore, that list is not conclusive evidence of the status of the relevant rating agency as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated list by ESMA.

The ratings that S&P is expected to assign to the Rated Notes on or before the Closing Date will be endorsed by S&P Global Ratings UK Limited and the ratings that KBRA is expected to assign to the Rated Notes on or before the Closing Date will be endorsed by Kroll Bond Rating Agency UK Limited. As of the date of this Prospectus, each of S&P Global Ratings UK Limited and Kroll Bond Rating Agency UK Limited is a credit rating agency established in the United Kingdom and registered under the UK Credit Rating Agencies Regulation and the FCA is obliged to maintain on its website, <https://data.fca.org.uk/#/cra/cradetails> (the contents of that website do not form part of this Prospectus and are not incorporated by reference into this Prospectus), a list of credit rating agencies registered and certified in accordance with the UK Credit Rating Agencies Regulation. That list must be updated within five working days of the FCA's adoption of any decisions to withdraw the registration of a credit rating agency under the UK Credit Rating Agencies Regulation. Therefore that list is not conclusive evidence of the status of the relevant rating agency as there

may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated list by the FCA.

See 4.1.15 *Ratings of the Notes*, 4.1.16 *Rating Certificates effective notwithstanding absence of response etc from Rating Agency* and 4.6.5 *Requirements as to status of credit rating agencies providing ratings* for some risks and warnings relating to credit rating agencies and ratings.

22. Certain Ireland tax aspects

The following is a summary of the principal Irish withholding tax consequences for individuals and companies of ownership of the Notes and some other miscellaneous tax matters based on the laws and practice of the Irish Revenue Commissioners currently in force in Ireland and may be subject to change. It deals with Noteholders who beneficially own their Notes as an investment and who are not associated with the Issuer (otherwise than by virtue of holding the Notes). Particular rules not discussed below may apply to certain classes of taxpayers holding Notes, such as dealers in securities, trusts, etc. The summary does not constitute tax or legal advice and the comments below are of a general nature only and does not discuss all aspects of Irish taxation that may be relevant to any particular holder of Notes. Prospective investors in the Notes should consult their professional advisers on the tax implications of the purchase, holding, redemption or sale of the Notes and the receipt of interest thereon under the laws of their country of residence, citizenship or domicile.

Prospective investors are referred to **1.1 Prospective investors** (including, without limitation, section **1.1.6 Prospective investors responsible for their own taxes**). In particular, prospective investors should be aware that they may be liable to taxation under the laws of other jurisdictions in relation to payments in respect of the Notes even if such payments may be made without withholding or deduction for or on account of taxation under the laws of Ireland.

22.1 Irish withholding tax

In general, tax at the standard rate of income tax (currently 20%) is required to be withheld from payments of Irish source interest, which should include interest payments on the Notes.

The Issuer will not be obliged to make a withholding or deduction for or on account of Irish income tax from a payment of interest on a Note so long as the following conditions are met:

- (a) the Notes are quoted Eurobonds (**Quoted Eurobonds**), i.e. securities which are issued by a body corporate (such as the Issuer) which are quoted on a recognised stock exchange (which would include the official list and the London Stock Exchange plc's main market) and which carry a right to interest; and
- (b) the person by or through whom the payment is made is not in Ireland, or if such person is in Ireland, either:
 - (1) the Quoted Eurobond is held in a clearing system recognised by the Irish Revenue Commissioners (Euroclear and Clearstream, Luxembourg are, among others, so recognised); or
 - (2) the person who is the beneficial owner of the Quoted Eurobond and who is beneficially entitled to the return payable on the Quoted Eurobond is not resident in Ireland and has made a declaration to a relevant person (such as a paying agent located in Ireland) in the prescribed form; and
- (c) one of the following conditions is satisfied:
 - (1) the return payable on the relevant Notes is not to any extent dependent on the results of the Issuer's business (or part of the Issuer's business) and does not exceed a reasonable commercial rate of return for the use of the principal advanced under the relevant Note; or
 - (2) the Noteholder is resident for tax purposes in Ireland or a person within the charge to Irish corporation tax on receipt of the return payable on the relevant Notes; or
 - (3) the Noteholder is subject, without any reduction computed by reference to the amount of such interest, premium or other distribution, to a tax in an EU Double Tax Treaty State which generally applies to profits, income or gains received in that territory, by persons, from sources outside that territory; or
 - (4) the Noteholder is not a company which, directly or indirectly, controls the Issuer, is controlled by the Issuer, or is controlled by a third company which also directly or indirectly controls the Issuer (where control includes an ability to participate in the financial and operating decisions of the Issuer where that ability is coupled with ownership of more than 20% of the issued share capital, of the principal value of profit participating financial instruments or financial instruments with a return in excess of a commercial return for the use of the principal issued by the Issuer (or ownership of any such instruments where they have no principal) or of the return on such

financial instruments), and neither the Noteholder, nor any person connected with the Noteholder, is a person or persons:

- (A) from whom the Issuer has acquired assets;
- (B) to whom the Issuer has made loans or advances;
- (C) to whom loans or advances held by the Issuer were made; or
- (D) with whom the Issuer has entered into an Eligible Swap Agreement,

where the aggregate value of such assets, loans, advances or Eligible Swap Agreements represents not less than 75% of the assets of the Issuer; or

- (5) at the time of issue of the Notes, the Issuer was not in possession, or aware, of any information which could reasonably be taken to indicate whether or not the beneficial owner of the Notes would be subject to tax in an EU Double Tax Treaty State on any interest payments,

where the expressions:

EU Double Tax Treaty State means a member state of the European Union (other than Ireland) or a country with which Ireland has signed a double tax treaty; and

Eligible Swap Agreement means any agreement, arrangement or understanding that:

- (a) provides for the exchange, on a fixed or contingent basis, of one or more payments based on the value, rate or amount of one or more interest or other rates, currencies, commodities, securities, instruments of indebtedness, indices, quantitative measures, or other financial or economic interests or property of any kind, or any interest therein or based on the value thereof, and
- (b) transfers to a person who is a party to the agreement, arrangement or understanding or to a person connected with that person, in whole or in part, the financial risk associated with a future change in any such value, rate or amount without also conveying a current or future direct or indirect ownership interest in an asset (including any enterprise or investment pool) or liability that incorporates the financial risk so transferred.

Thus, so long as the Notes continue to be quoted on a recognised stock exchange and are held in a clearing system recognised by the Irish Revenue Commissioners and one of the conditions set out in 22.1(c) above is met, interest on the Notes can be paid by any paying agent acting on behalf of the Issuer free of any withholding or deduction for or on account of Irish income tax. If the Notes continue to be quoted but cease to be held in a recognised clearing system, interest on the Notes may be paid without any withholding or deduction for or on account of Irish income tax provided such payment is made through a paying agent outside Ireland and one of the conditions set out in 22.1(c) above is met.

22.1.2 **Encashment tax**

In certain circumstances, Irish tax will be required to be withheld at a rate of 25% from interest on any Quoted Eurobond, where such interest is collected by a bank or other agent in Ireland on behalf of any Noteholder. There is an exemption from encashment tax where (1) the beneficial owner of the interest is not resident in Ireland and has made a declaration to this effect in the prescribed form to the encashment agent or bank; or (2) the beneficial owner of the interest is a company which is within the charge to Irish corporation tax in respect of the interest.

22.2 **Stamp duty**

No stamp duty or similar tax is imposed in Ireland on the issue, transfer or redemption of the Notes provided the Issuer remains a Qualifying Company and the proceeds of the Notes are used in the course of the Issuer's business.

22.3 **Automatic exchange of information**

Irish reporting financial institutions, which may include the Issuer, may have reporting obligations in respect of certain investors under both FATCA and CRS (see below).

22.3.1 **Information exchange and the implementation of FATCA in Ireland**

With effect from 1 July 2014 the Issuer may be obliged to report certain information in respect of U.S. investors (Noteholders) in the Issuer to the Irish Revenue Commissioners who will then share that information with the U.S. tax authorities.

As indicated in 4.7.5 *FATCA*, under FATCA, a 30% U.S. withholding tax may be imposed on certain 'withholdable payments' made on or after 1 July 2014 unless the payee enters into and complies with an agreement with the U.S. Internal Revenue Service (**IRS**) to collect and provide to the IRS substantial information regarding direct and indirect owners and account holders.

On 21 December 2012 Ireland signed an IGA with the United States to Improve International Tax Compliance and to Implement FATCA. Under this agreement Ireland agreed to implement legislation to collect certain information in connection with FATCA and the Irish and U.S. tax authorities have agreed to automatically exchange this information. The IGA provides for the annual automatic exchange of information in relation to accounts and investments held by certain U.S. persons in a broad category of Irish financial institutions and vice versa.

Under the IGA and the Financial Accounts Reporting (United States of America) Regulations 2014 (which came into operation on 1 July 2014) (the **Irish FATCA Regulations**) implementing the information disclosure obligations Irish financial institutions such as the Issuer are required to report certain information with respect to U.S. account holders and non-financial entities controlled by U.S. persons to the Irish Revenue Commissioners. The Irish Revenue Commissioners will provide that information annually to the IRS. Aside from where the Notes are listed in certain circumstances (see below) the Issuer must obtain the necessary information from investors required to satisfy the reporting requirements whether under the IGA, the Irish FATCA Regulations or any other applicable legislation published in connection with FATCA and such information may be sought from each holder and beneficial owner of the Notes. It should be noted that the Irish FATCA Regulations require the filing of returns with the Irish Revenue Commissioners regardless as to whether the Issuer holds any U.S. assets or has any U.S. investors. However, to the extent that the Notes are listed on a recognised stock exchange (which includes the London Stock Exchange) with the intention that the interests may be traded or are held within a recognised clearing system which is itself a financial institution under the FATCA, the Issuer should have no reportable accounts in a tax year. In that event, the Issuer will make a nil return for that year to the Irish Revenue Commissioners.

While the IGA and Irish FATCA Regulations should serve to reduce the burden of compliance with FATCA, and accordingly the risk of a FATCA withholding on payments to the Issuer in respect of its assets, no assurance can be given in this regard. As such, Noteholders should obtain independent tax advice in relation to the potential impact of FATCA before investing.

22.3.2 Common Reporting Standard

Common Reporting Standard means the common reporting standard comprised in the Standard for Automatic Exchange of Financial Account Information in Tax Matters approved on 15 July 2014 by the Council of the Organisation for Economic Cooperation and Development and any treaty, law or regulation of any other jurisdiction which facilitates the implementation of that standard including Council Directive 2014/107/EU on the Administrative Cooperation in the Field of Taxation (**EU DAC II**)

The Common Reporting Standard framework was first released by the Organisation for Economic Cooperation and Development in February 2014 as a result of the G20 members endorsing a global model of automatic exchange of information in order to increase tax transparency and on 21 July 2014 it published the Standard and this includes the Common Reporting Standard.

The goal of the Common Reporting Standard is to provide for the annual automatic exchange between governments of financial account information reported to them by local reporting financial institutions (as defined) relating to account holders who are tax resident in other participating jurisdictions.

EU DAC II implements measures similar to the Common Reporting Standard in a European context and created a mandatory obligation for all Member States to exchange financial account information in respect of residents in other Member States on an annual basis commencing in 2017 in respect of the 2016 calendar year (or from 2018 in the case of Austria).

Ireland is a signatory jurisdiction to a Multilateral Competent Authority Agreement on the automatic exchange of financial account information in respect of the Common Reporting Standard, while Sections 891E, 891F and 891G of the Irish Taxes Consolidation Act contain measures necessary to implement the Common Reporting Standard internationally and across the European Union, respectively. The Returns of Certain Information by Reporting Financial Institutions Regulations 2015, giving effect to the Common Reporting Standard from 1 January 2016, came into operation on 31 December 2015.

Over 95 jurisdictions have committed to exchanging information under the Common Reporting Standard and a group of 50 countries, including Ireland, committed to the early adoption of the Common Reporting

Standard from 1 January 2016 (known as the **Early Adopter Group**), with the first data exchanges expected to take place in September 2017. All Member States are members of the Early Adopter Group.

The Irish Revenue Commissioners have issued regulations to implement the requirements of the Common Reporting Standard and EU DAC II into Irish law under which Irish financial institutions (such as the Issuer) will be obliged to make a single return in respect of Common Reporting Standard and EU DAC II. For the purpose of complying with its obligations under Common Reporting Standard and EU DAC II, an Irish financial institution (such as the Issuer) shall be entitled to require Noteholders to provide any information regarding their and, in certain circumstances, their controlling persons' tax status, identity or residence in order to satisfy any reporting requirements which the Issuer may have as a result of Common Reporting Standard and EU DAC II and Noteholders will be deemed, by their holding, to have authorised the automatic disclosure of such information by the Issuer (or any nominated service provider) or any other person to the Irish Revenue Commissioners. The information will be provided to the Irish Revenue Commissioners who will exchange the information with the tax authorities of other participating jurisdictions, as applicable. Failure by an Irish financial institution to comply with its Common Reporting Standard and EU DAC II obligations may result in the Issuer being deemed to be non-compliant in respect of its Common Reporting Standard obligations and monetary penalties may be imposed on a non-compliant local reporting financial institutions (as defined in the Common Reporting Standard) under Irish legislation.

The Issuer (or any nominated service provider) will agree that information (including the identity of any Noteholder) supplied for the purposes of Common Reporting Standard and EU DAC II compliance is intended for the Issuer's (or any nominated service provider's) use for the purposes of satisfying Common Reporting Standard and EU DAC II requirements and the Issuer (or any nominated service provider) will agree, to the extent permitted by applicable law, that it will take reasonable steps to treat such information in a confidential manner, except that the Issuer may disclose such information (a) to its officers, directors, agents and advisers, (b) to the extent reasonably necessary or advisable in connection with tax matters, including achieving Common Reporting Standard and EU DAC II compliance, (c) to any person with the consent of the applicable Noteholder, or (d) as otherwise required by law or court order or on the advice of its advisers.

Further information in relation to Common Reporting Standard can be found on the Automatic Exchange of Information (AEOI) webpage on www.revenue.ie.

23. Certain U.S. federal income tax aspects

23.1 General

The following discussion summarises certain of the material U.S. federal income tax consequences of the purchase, beneficial ownership, and disposition of the Notes.

For purposes of this summary, a **U.S. Holder** is a beneficial owner of a Note that is:

- (a) an individual who is a citizen or a resident of the United States, for U.S. federal income tax purposes;
- (b) a corporation (or other entity that is treated as a corporation for U.S. federal tax purposes) that is created or organised in or under the laws of the United States, any State thereof, or the District of Columbia;
- (c) an estate, whose income is subject to U.S. federal income taxation regardless of its source; or
- (d) a trust if a court within the United States is able to exercise primary supervision over its administration, and one or more United States persons have the authority to control all of its substantial decisions.

For purposes of this summary, a **Non-U.S. Holder** is a beneficial owner of a Note that is:

- (a) a nonresident alien individual for U.S. federal income tax purposes;
- (b) a foreign corporation for U.S. federal income tax purposes;
- (c) an estate whose income is not subject to U.S. federal income tax on a net basis; or
- (d) a trust if no court within the United States is able to exercise primary jurisdiction over its administration or if no United States persons have the authority to control any of its substantial decisions.

An individual may, subject to certain exceptions, be deemed to be a resident of the United States for U.S. federal income tax purposes by reason of being present in the United States for at least 31 days in the calendar year and for an aggregate of more than 182 days during a three-year period ending in the current calendar year (counting for such purposes all of the days present in the current year, one-third of the days present in the immediately preceding year, and one-sixth of the days present in the second preceding year).

This summary is based on interpretations of the U.S. Tax Code, regulations issued thereunder, and rulings and decisions currently in effect (or in some cases proposed), all of which are subject to change. Any such change may be applied retroactively and may adversely affect the U.S. federal income tax consequences described herein.

This summary addresses only holders that purchase Notes for cash at initial issuance (and, in the case of the Rated Notes, at their issue price (which is the first price at which a substantial amount of Rated Notes within the applicable Class was sold to investors)) and beneficially own such Notes as capital assets and not as part of a “straddle,” “hedge,” “synthetic security” or a “conversion transaction” for U.S. federal income tax purposes, or as part of some other integrated investment.

This summary does not discuss all of the tax consequences (such as alternative minimum tax consequences) that may be relevant to particular investors or to investors subject to special treatment under the U.S. federal income tax laws (such as banks, thrifts, or other financial institutions; insurance companies; securities dealers or brokers, or traders in securities electing mark-to-market treatment; mutual funds or real estate investment trusts; small business investment companies; S corporations; partnerships or investors that hold their Notes through a partnership or other entity treated as a partnership for U.S. federal income tax purposes; U.S. Holders whose functional currency is not the U.S. dollar; certain former citizens or residents of the United States; retirement plans or other tax-exempt entities, or persons holding the Notes in tax-deferred or tax-advantaged accounts; or “controlled foreign corporations” (CFCs) or “passive foreign investment companies” (PFICs) for U.S. federal income tax purposes).

Finally, this summary also does not address the tax consequences to shareholders, or other equity holders in, or beneficiaries of, a holder of Notes, or any state, local or foreign tax consequences of the purchase, ownership or disposition of the Notes.

The summary of U.S. federal income tax consequences set out below is for general information only. All prospective purchasers of Notes should consult their tax advisers as to the U.S. federal, state and

local tax consequences to them of the purchase, ownership and disposition of the Notes, as well as any consequences arising under the laws of any other taxing jurisdiction to which they may be subject.

23.2 U.S. federal tax treatment of the Issuer

The Issuer will be treated as a foreign corporation for U.S. federal income tax purposes. However, neither the Issuer nor the Joint Lead Managers have received any assurance from tax counsel that the Issuer's contemplated activities will not cause it to be engaged in a trade or business in the United States. No ruling will be sought from the IRS regarding this, or any other, aspect of the U.S. federal income tax treatment of the Issuer. Accordingly, in the absence of authority on point, the U.S. federal income tax treatment of the Issuer is not entirely free from doubt, and there can be no assurance that a contrary position may not be asserted successfully by the IRS. Moreover, even if any Joint Lead Manager has breached the agreement described above, that Joint Lead Manager would not be liable for causing the Issuer to be engaged in a trade or business in the United States unless that Joint Lead Manager has also breached the standard of care specified in the Subscription Agreement. Accordingly, the Issuer may not have any claim against any Joint Lead Manager in the event that any Joint Lead Manager causes the Issuer to be engaged in a trade or business in the United States. The Issuer also could be treated as engaged in a trade or business in the United States for U.S. federal income tax purposes by reason of a change in law or its interpretation. Finally, the Trust Deed could be amended in a manner that permits or causes the Issuer to be engaged in a trade or business in the United States for U.S. federal income tax purposes.

If it is determined that the Issuer is engaged in a trade or business in the United States for U.S. federal income tax purposes, and the Issuer has taxable income that is effectively connected with such U.S. trade or business, the Issuer would be subject under the U.S. Tax Code to the regular U.S. corporate income tax on such effectively connected taxable income (computed possibly without any allowance for deductions) and possibly to a 30% branch profits tax and state and local taxes as well. The imposition of such taxes on the Issuer would materially adversely affect the Issuer's ability to make payments on the Notes. The balance of this summary assumes that the Issuer is not subject to U.S. federal income tax on its net income.

23.3 U.S. federal tax treatment of the Notes

The Issuer intends to treat the A Notes, the B Notes, the C Notes, the D Notes, the E Notes and the F Notes (the **U.S. Tax Debt Notes**) as indebtedness and the RF Notes, the Z1 Notes, the Z2 Notes and the X Notes as equity (the **U.S. Tax Equity Notes**) for U.S. federal income tax purposes. However, no opinion will be received with respect to such tax characterisation of any of the Notes. Each beneficial owner of a U.S. Tax Debt Note, by acceptance of such U.S. Tax Debt Note, will be deemed to agree to treat such U.S. Tax Debt Note as indebtedness for U.S. federal income tax purposes. Except as otherwise indicated, the balance of this summary assumes that all of the U.S. Tax Debt Notes are treated as indebtedness of the Issuer for U.S. federal, state and local income and franchise tax purposes. Prospective investors in the U.S. Tax Debt Notes should consult their tax advisors regarding the U.S. federal, state and local income and franchise tax consequences to the investors in the event their Rated Notes are treated as equity in the Issuer.

The Issuer intends to treat the U.S. Tax Equity Notes as equity in the Issuer for U.S. federal income tax purposes, and each holder by its purchase of a U.S. Tax Equity Note agrees to treat the U.S. Tax Equity Notes consistently with this treatment.

23.4 U.S. Holders of U.S. Tax Debt Notes

23.4.1 Qualified Stated Interest and Original Issue Discount

U.S. Holders of U.S. Tax Debt Notes generally will be required to include in gross income the U.S. dollar value of payments of "qualified stated interest" accrued or received on their U.S. Tax Debt Notes, in accordance with their usual method of tax accounting, as ordinary interest income. The amount of income recognised by a cash basis U.S. Holder will be the U.S. dollar value of the interest payment, based on the exchange rate in effect on the date of receipt, regardless of whether the payment is in fact converted into U.S. dollars. An accrual basis U.S. Holder may determine the amount of income recognised with respect to an interest payment denominated in a currency other than the U.S. dollar (**Foreign Currency**) in accordance with either of two methods. Under the first method, the amount of income accrued will be based on the average exchange rate in effect during the interest accrual period (or, in the case of an accrual period that spans two taxable years of a U.S. Holder, the part of the period within each taxable year). Under the second method, the U.S. Holder may elect to determine the amount of income accrued on the basis of the exchange rate in effect on the last day of the accrual period (or, in the case of an accrual period that spans two taxable years, the exchange rate in effect on the last day of the U.S. Holder's taxable year). Additionally, if a payment of interest is actually received within five business days of the last day of the accrual period, an electing accrual basis U.S. Holder may determine the amount of income utilising the

exchange rate in effect on the day of actual receipt. Any such election must be applied to all debt instruments held by the U.S. Holder, and is irrevocable without the consent of the IRS. Upon receipt of the interest payment (including a payment attributable to accrued but unpaid interest upon the sale, exchange or retirement of a Note) denominated in a Foreign Currency, the accrual basis U.S. Holder may recognise U.S. source exchange gain or loss (taxable as U.S.-source ordinary income or loss) equal to the difference between the amount received (translated into U.S. dollars at the spot rate on the date of receipt) and the amount previously accrued, regardless of whether the payment is in fact converted into U.S. dollars. “Qualified stated interest” generally is stated interest that is unconditionally payable at least annually at a single fixed rate or certain floating rates. Interest is considered “unconditionally payable” if reasonable legal remedies exist to compel timely payment or terms and conditions of the debt instrument make the likelihood of late payment (other than late payment that occurs within a reasonable grace period) or non-payment (ignoring the possibility of non-payment due to default, insolvency or similar circumstances) a remote contingency. Interest payments on the U.S. Tax Debt Notes other than the A Notes (the **Deferrable Notes**) that are not made on a relevant Interest Payment Date will generally be deferred (**Deferred Interest**) until the first Interest Payment Date thereafter on which funds are available to the Issuer to fund the payment of such Deferred Interest to the extent of such available funds (see Note Base Condition 5.2(a) *Payment and deferral of Scheduled Interest*) and with Note Base Condition 5.2(b) *Payment of Note Deferred Interest Outstanding*). Consequently, such interest is not unconditionally payable at least annually and should not be treated as “qualified stated interest”. Therefore, all of the stated interest payments on each of the Deferrable Notes should be included in the stated redemption price at maturity of such Deferrable Notes, and as a result the Deferrable Notes should be treated as issued with OID. The remainder of this discussion assumes that the stated interest on the A Notes is properly treated as “qualified stated interest” and the stated interest on the Deferrable Notes is not “qualified stated interest”.

23.4.2 Original Issue Discount

If a U.S. Tax Debt Note is treated as issued with original issue discount (**OID**), a U.S. Holder must include a portion of the OID in gross income as foreign source interest in each taxable year or portion thereof in which the U.S. Holder holds the U.S. Tax Debt Note, generally in advance of the cash payment in respect of the OID (regardless of the U.S. Holder’s method of accounting). The amount of a U.S. Tax Debt Note’s OID is the excess of the U.S. Tax Debt Note’s stated redemption price at maturity over its issue price. Notwithstanding the foregoing, a U.S. Tax Debt Note will not be treated as issued with OID if such excess is less than 0.25% of the U.S. Tax Debt Note’s stated redemption price at maturity, or the weighted average maturity (as determined under applicable U.S. Treasury regulations) in the case of an instalment obligation, multiplied by the number of complete years to its maturity. Generally, the issue price of a U.S. Tax Debt Note is the first price at which a substantial amount of the U.S. Tax Debt Notes included in the issue of which such U.S. Tax Debt Note is a part is sold to persons other than bond houses, brokers, or similar persons or organisations acting in the capacity of underwriters, placement agents or wholesalers. In general, the stated redemption price at maturity of a U.S. Tax Debt Note is the total of all payments (including interest payments) provided by the U.S. Tax Debt Notes that are not payments of qualified stated interest. If the discount on a U.S. Tax Debt Note is less than the above threshold, such discount will be treated as de minimis OID and generally will be included in income on a pro rata basis as principal payments are made on the U.S. Tax Debt Note. Prospective investors should consult their own tax advisers regarding the calculation of OID on the U.S. Tax Debt Notes.

If a U.S. Tax Debt Note is treated as having been issued with OID (a **Discount Note**), a U.S. Holder holding such Discount Note will be required to determine the accrual of OID under a method prescribed by Code Section 1272(a)(6) (the **1272(a)(6) Method**). Under the 1272(a)(6) Method, accruals of OID on a Discount Note will be calculated using an assumption as to the expected payments on the Discount Note. Adjustments are then made to the amount of discount accruing in each taxable year in which the actual prepayment rate differs from the prepayment assumption. The prepayment assumption is to be determined in a manner prescribed in U.S. Treasury regulations; however, these regulations have not been issued. The legislative history states that it is intended that the prepayment assumption used to price a debt instrument will also be used to calculate the OID on such instrument. Prospective investors should consult their own tax advisers regarding the application of these rules and the impact of any prepayments under the Loans.

As an alternative to the above treatments, U.S. Holders may elect to include in gross income all interest with respect to the U.S. Tax Debt Notes, including stated interest, OID, de minimis OID and unstated interest using the method described above for OID. This election generally applies only to the U.S. Tax Debt Note with respect to which it is made and may not be revoked without the consent of the IRS. OID for each accrual period will be determined in the applicable Foreign Currency and then translated into U.S. dollars in the same manner as stated interest accrued by an accrual basis U.S. Holder, as described above.

Upon receipt of an amount attributable to OID (whether in connection with a payment of interest or the sale, exchange or retirement of a U.S. Tax Debt Note), a U.S. Holder may recognise U.S. source exchange gain or loss (taxable as ordinary income or loss) equal to the difference between the amount received (translated into U.S. dollars at the spot rate on the date of receipt) and the amount previously accrued, regardless of whether the payment is in fact converted into U.S. dollars.

Solely for purposes of the OID rules, the Issuer will assume that the Notes will be retired no later than the Step-up Date. Notwithstanding the preceding sentence, if the Notes are not retired on or before the Step-up Date then the Issuer will treat such Notes as having been reissued on the date of the Step-up Date, solely for purposes of applying the OID rules. If any U.S. Tax Debt Notes are deemed retired and reissued, then such deemed reissued Notes may be treated as issued with OID (taking into account the effects of not exercising the call option, such as an increased coupon).

The OID rules are complex and U.S. Holders should consult their own tax advisers regarding the application of the OID rules in their particular circumstances.

23.4.3 **Sale, exchange or retirement of the U.S. Tax Debt Notes**

Upon a sale, exchange or retirement of a U.S. Tax Debt Note (other than if they are deemed retired and reissued solely for purposes of the OID rules as described in 23.4 *U.S. Holders of U.S. Tax Debt Notes*), a U.S. Holder generally will recognise gain or loss equal to the difference between the amount realised and the U.S. Holder's adjusted tax basis in the U.S. Tax Debt Note. In general, a U.S. Holder of a U.S. Tax Debt Note will have an adjusted tax basis in such U.S. Tax Debt Note equal to the cost of the U.S. Tax Debt Note to such U.S. Holder, increased by any amounts includible in income by the U.S. Holder as OID, and reduced by any payments thereon other than payments of qualified stated interest. The U.S. dollar cost of a U.S. Tax Debt Note purchased with a Foreign Currency generally will be the U.S. dollar value of the purchase price on the date of purchase, or the settlement date for the purchase, in the case of U.S. Tax Debt Notes traded on an established securities market, within the meaning of the applicable U.S. Treasury regulations, that are purchased by a cash basis U.S. Holder (or an accrual basis U.S. Holder that so elects). The amount realised does not include amounts attributable to accrued but unpaid interest, which will be taxable as interest income to the extent not previously included in income. Such gain or loss generally will be long-term capital gain or loss if the U.S. Holder has held the U.S. Tax Debt Note for more than one year at the time of disposition. Long-term capital gains recognised by an individual U.S. Holder generally are subject to tax at a lower rate than short-term capital gains or ordinary income. The deductibility of capital losses is subject to limitations. The amount realised on a sale, exchange or retirement for an amount in a Foreign Currency will be the U.S. dollar value of this amount on the date of sale, exchange or retirement, or the settlement date for the sale, in the case of U.S. Tax Debt Notes traded on an established securities market, within the meaning of the applicable U.S. Treasury regulations, sold by a cash basis U.S. Holder (or an accrual basis U.S. Holder that so elects).

A U.S. Holder will recognise U.S. source exchange rate gain or loss (taxable as ordinary income or loss) on the sale, exchange or retirement of a U.S. Tax Debt Note equal to the difference, if any, between the U.S. dollar values of the U.S. Holder's purchase price for the U.S. Tax Debt Note (a) on the date of sale, exchange or retirement and (b) the date on which the U.S. Holder acquired the U.S. Tax Debt Note. Any such exchange rate gain or loss (including any exchange gain or loss with respect to the receipt of accrued but unpaid interest) will be realised only to the extent of total gain or loss realised on the sale or retirement.

23.4.4 **Reference Rate Modification**

The treatment of a Reference Rate Modification for U.S. federal income tax purposes is not entirely clear. It is possible that a Reference Rate Modification could be treated as a deemed exchange that is taxable to U.S. Holders of U.S. Tax Debt Notes. Prospective investors in the U.S. Tax Debt Notes are urged to consult with their tax advisers regarding the potential applicability of these rules to their particular situations.

23.4.5 **Alternative Characterisation**

It is possible that the U.S. Tax Debt Notes could be treated as "contingent payment debt instruments" for U.S. federal income tax purposes. In this event, the timing of a U.S. Holder's OID inclusions could differ from that described above and any gain recognised on the sale, exchange, or retirement of such Notes would be treated as ordinary income and not as capital gain.

23.5 **U.S. Holders of U.S. Tax Equity Notes**

23.5.1 **Investment in a Passive Foreign Investment Company**

The Issuer will be a PFIC for U.S. federal income tax purposes, and U.S. Holders of U.S. Tax Equity Notes will be subject to the PFIC rules, except for certain U.S. Holders that are subject to the rules relating to a

CFC (as described below under “*Investment in a Controlled Foreign Corporation*”). U.S. Holders of U.S. Tax Equity Notes should consider making an election under section 1295(a) of the U.S. Tax Code (a **QEF election**) to treat the Issuer as a “Qualified Electing Fund” (**QEF**). Generally, a U.S. Holder makes a QEF election on IRS Form 8621, attaching a copy of that form to its U.S. federal income tax return for the first taxable year for which it held its U.S. Tax Equity Notes. If a U.S. Holder makes a timely QEF election with respect to the Issuer, the electing U.S. Holder will be required in each taxable year to include in gross income (a) as ordinary income, the U.S. dollar value of the U.S. Holder’s pro rata share of the Issuer’s ordinary earnings and (b) as long-term capital gain, the U.S. dollar value of the U.S. Holder’s pro rata share of the Issuer’s net capital gain, whether or not distributed. A U.S. Holder will not be eligible for the dividends received deduction in respect of such income or gain. In addition, any losses of the Issuer in a taxable year will not be available to the U.S. Holder and may not be carried back or forward in computing the Issuer’s ordinary earnings and net capital gain in other taxable years. If applicable, the rules relating to a CFC, discussed below generally override those relating to a PFIC with respect to which a QEF election is in effect.

In certain cases in which a QEF does not distribute all of its earnings in a taxable year, the electing U.S. Holder may also be permitted to elect to defer payment of some or all of the taxes on the QEF’s income, subject to an interest charge (which is nondeductible to individuals) on the deferred amount. In this regard, prospective purchasers of U.S. Tax Equity Notes should be aware that it is expected that the underlying assets will include high-yield debt obligations and such instruments may have substantial OID, the cash payment of which may be deferred, perhaps for a substantial period of time. In addition, the Issuer may use proceeds from the sale of the underlying assets to retire other classes of Notes. As a result, in any given year, the Issuer may have substantial amounts of earnings for U.S. federal income tax purposes that are not distributed on the U.S. Tax Equity Notes. Thus, absent an election to defer payment of taxes, U.S. Holders that make a QEF election with respect to the Issuer may owe tax on significant “phantom” income.

The Issuer will provide, upon request and at the Issuer’s expense, all information and documentation that a U.S. Holder of U.S. Tax Equity Notes making a QEF election with respect to the Issuer is required to obtain for U.S. federal income tax purposes.

A U.S. Holder of U.S. Tax Equity Notes (other than certain U.S. Holders that are subject to the rules relating to a CFC, described below) that does not make a timely QEF election will be required to report the U.S. dollar value of any gain on the disposition of its U.S. Tax Equity Notes as ordinary income, rather than capital gain, and to compute the tax liability on such gain and any “Excess Distribution” (as defined below) received in respect of the U.S. Tax Equity Notes as if such items had been earned ratably over each day in the U.S. Holder’s holding period (or a certain portion thereof) for the U.S. Tax Equity Notes. The U.S. Holder will be subject to tax on such gain or Excess Distributions at the highest ordinary income tax rate for each taxable year in which such gain or Excess Distributions are treated as having been earned, other than the current year (for which the U.S. Holder’s regular ordinary income tax rate will apply), regardless of the rate otherwise applicable to the U.S. Holder. Further, such U.S. Holder will also be liable for an interest charge (which is nondeductible to individuals) as if such income tax liabilities had been due with respect to each such year. For purposes of these rules, gifts, exchanges pursuant to corporate reorganizations and use of the U.S. Tax Equity Notes as security for a loan may be treated as taxable dispositions of such U.S. Tax Equity Notes. In addition, a stepped-up basis in the U.S. Tax Equity Notes will not be available upon the death of an individual U.S. Holder who has not made a timely QEF election with respect to the Issuer.

An **Excess Distribution** is the amount by which the U.S. dollar value of distributions during a taxable year in respect of a Note exceeds 125% of the average amount of distributions in respect thereof during the three preceding taxable years (or, if shorter, the U.S. Holder’s holding period for the Note).

In many cases, the U.S. federal income tax on any gain on disposition or receipt of Excess Distributions is likely to be substantially greater than the tax if a timely QEF election is made. **A U.S. Holder of U.S. Tax Equity Notes should strongly consider making a QEF election with respect to the Issuer.**

23.5.2 Investment in a Controlled Foreign Corporation

The Issuer will be a CFC if more than 50% of the equity interests in the Issuer, measured by reference to combined voting power or value, are owned directly, indirectly, or constructively by 10% United States shareholders. For this purpose, a “10% United States shareholder” is any United States person that possesses directly, indirectly, or constructively 10% or more of the combined voting power or value of all classes of equity in the Issuer. Thus, a U.S. Holder of U.S. Tax Equity Notes (and/or any Rated Notes that are treated as equity in the Issuer for U.S. federal income tax purposes) possessing directly, indirectly, or

constructively 10% or more of the voting power or value of the U.S. Tax Equity Notes (and, if applicable, any Rated Notes that are treated as equity in the Issuer for U.S. federal income tax purposes) would be treated as a 10% United States shareholder. If more than 50% of the U.S. Tax Equity Notes (and any Rated Notes that are treated as equity in the Issuer for U.S. federal income tax purposes), determined with respect to the combined voting power or value of the U.S. Tax Equity Notes (and, if applicable, any Rated Notes that are treated as equity in the Issuer for U.S. federal income tax purposes), are owned directly, indirectly, or constructively by such 10% United States shareholders, the Issuer will be treated as a CFC. If, for any given taxable year, the Issuer is treated as a CFC, a 10% United States shareholder of the Issuer will be required to include as ordinary income an amount equal to the U.S. dollar value of that person's pro rata share of the Issuer's "subpart F income" at the end of such taxable year (or for taxable years after December 31, 2025, at any time during such taxable year). Among other items, and subject to certain exceptions, "subpart F income" includes dividends, interest, annuities, gains from the sale of shares and securities, certain gains from commodities transactions, certain types of insurance income and income from certain transactions with related parties.

If the Issuer is treated as a CFC and a U.S. Holder is treated as a 10% United States shareholder of the Issuer, the Issuer will not be treated as a PFIC with respect to the U.S. Holder for the period during which the Issuer remains a CFC and the U.S. Holder remains a 10% United States shareholder of the Issuer (the "qualified portion" of the U.S. Holder's holding period for the U.S. Tax Equity Notes). As a result, to the extent the Issuer's subpart F income includes net capital gains, such gains will be treated as ordinary income to the 10% United States shareholder under the CFC rules, notwithstanding the fact that the character of such gains generally would otherwise be preserved under the QEF rules. If the qualified portion of the U.S. Holder's holding period for the U.S. Tax Equity Notes subsequently ceases (either because the Issuer ceases to be a CFC or the U.S. Holder ceases to be a 10% United States shareholder), then solely for purposes of the PFIC rules, the U.S. Holder's holding period for the U.S. Tax Equity Notes will be treated as beginning on the first day following the end of such qualified portion, unless the U.S. Holder has owned any U.S. Tax Equity Notes for any period of time prior to such qualified portion and has not made a QEF election with respect to the Issuer. In that case, the Issuer will again be treated as a PFIC which is not a QEF with respect to the U.S. Holder and the beginning of the U.S. Holder's holding period for the U.S. Tax Equity Notes will continue to be the date upon which the U.S. Holder acquired the U.S. Tax Equity Notes, unless the U.S. Holder makes an election to recognise gain with respect to the U.S. Tax Equity Notes and a QEF election with respect to the Issuer. In the event that the Issuer is a CFC, then, at the request and, possibly, expense of any U.S. Holder that is a 10% United States shareholder with respect to the Issuer, the Issuer will provide the information necessary for the U.S. Holder to comply with any filing requirements that arise as a result of the Issuer's classification as a CFC.

23.5.3 Indirect interests in PFICs and CFCs

If the Issuer owns an underlying asset that is treated as equity in a foreign corporation for U.S. federal income tax purposes, U.S. Holders of U.S. Tax Equity Notes could be treated as owning an indirect equity interest in a PFIC or a CFC and could be subject to certain adverse tax consequences.

In particular, a U.S. Holder of an indirect equity interest in a PFIC is treated as owning the PFIC directly. The U.S. Holder, and not the Issuer, would be required to make a QEF election with respect to each indirect interest in a PFIC. However, certain PFIC information statements are necessary for U.S. Holders that have made QEF elections, and there can be no assurance that the Issuer can obtain such statements from a PFIC, and thus there can be no assurance that a U.S. Holder will be able to make the election with respect to any indirectly held PFIC.

Accordingly, if the U.S. Holder has not made a QEF election with respect to the indirectly held PFIC, the U.S. Holder would be subject to the adverse consequences described above under 23.5.1 *Investment in a Passive Foreign Investment Company* with respect to any Excess Distributions of such indirectly held PFIC, any gain indirectly realised by such U.S. Holder on the sale by the Issuer of such PFIC, and any gain indirectly realised by such U.S. Holder with respect to the indirectly held PFIC on the sale by the U.S. Holder of its U.S. Tax Equity Notes (which may arise even if the U.S. Holder realises a loss on such sale). Moreover, if the U.S. Holder has made a QEF election with respect to the indirectly held PFIC, the U.S. Holder will be required to include in income the U.S. dollar value of its pro rata share of the indirectly held PFIC's ordinary earnings and net capital gain as if the indirectly held PFIC were held directly (as described above), and the U.S. Holder will not be permitted to use any losses or other expenses of the Issuer to offset such ordinary earnings and/or net capital gains. Accordingly, if any of the underlying assets are treated as equity interests in a PFIC, U.S. Holders could experience significant amounts of "phantom" income with respect to such interests.

If an underlying asset is treated as an indirect equity interest in a CFC and a U.S. Holder owns directly, indirectly, or constructively 10% or more of the CFC's voting power or value for U.S. federal income tax purposes, the U.S. Holder generally will be required to include the U.S. dollar value of its pro rata share of the CFC's "subpart F income" as ordinary income at the end of each taxable year, as described above under 23.5.2 *Investment in a Controlled Foreign Corporation*, regardless of whether the CFC distributed any amounts to the Issuer during such taxable year or whether the U.S. Holder made a QEF election with respect to the indirectly held CFC. In addition, the U.S. dollar value of gain realised by the U.S. Holder on the sale by the Issuer of the CFC, and the U.S. dollar value of gain realised by the U.S. Holder on the sale by the U.S. Holder of its U.S. Tax Equity Notes (as described below), generally will be treated as ordinary income to the extent of the U.S. Holder's pro rata share of the CFC's current and accumulated earnings and profits, reduced by any amounts previously taxed pursuant to the CFC rules. U.S. Holders should consult their own tax advisors regarding the tax issues associated with such investments in light of their own individual circumstances.

23.5.4 **Phantom Income**

U.S. Holders may be subject to U.S. federal income tax on the amounts that exceed the distributions they receive on the U.S. Tax Equity Notes. For example, if the Issuer is a CFC and a U.S. Holder is a 10% United States shareholder with respect to the Issuer, or a U.S. Holder makes a QEF election with respect to the Issuer, the U.S. Holder will be subject to U.S. federal income tax with respect to its share of the Issuer's income and gain (to the extent of the Issuer's "earnings and profits"), which may exceed the Issuer's distributions. It is expected that the Issuer's income and gain (and earnings and profits) will exceed cash distributions with respect to (a) debt instruments that were issued with OID and are held by the Issuer, and (b) the acquisition at a discount of the Rated Notes by the Issuer (including by reason of a refinancing or a Reference Rate Modification). U.S. Holders should consult their tax advisors regarding the timing of income and gain on the U.S. Tax Equity Notes.

23.5.5 **Distributions**

The treatment of actual distributions of cash on the U.S. Tax Equity Notes will vary depending on whether the U.S. Holder of such U.S. Tax Equity Notes has made a timely QEF election (as described above). See above under 23.5.1 *Investment in a Passive Foreign Investment Company*. If a timely QEF election has been made, distributions should be allocated first to amounts previously taxed pursuant to the QEF election (or pursuant to the CFC rules, if applicable) and to this extent will not be taxable to such U.S. Holder. Distributions in excess of such previously taxed amounts will be treated first as a non-taxable return of capital, to the extent of the U.S. Holder's adjusted tax basis in the U.S. Tax Equity Notes (as described below under 23.5.6 *Sale, redemption, or other disposition*), and then as a disposition of a portion of the U.S. Tax Equity Notes. In addition, a U.S. Holder will recognise exchange gain or loss with respect to amounts previously taxed pursuant to the QEF election (or pursuant to the CFC rules, if applicable) equal to the difference, if any, between the U.S. dollar value of the distribution on the date received and the U.S. dollar value of the previously taxed amount. Any exchange gain or loss will generally be treated as ordinary income or loss.

If a U.S. Holder has not made a timely QEF election with respect to the Issuer then, except to the extent that distributions are attributable to amounts previously taxed pursuant to the CFC rules, some or all of any distributions with respect to the U.S. Tax Equity Notes may constitute Excess Distributions, taxable as described above under 23.5.1 *Investment in a Passive Foreign Investment Company*. Distributions that do not constitute Excess Distributions will be taxable to U.S. Holders as ordinary income upon receipt to the extent of untaxed current and accumulated earnings and profits of the Issuer. Distributions that do not constitute Excess Distributions and are in excess of untaxed current and accumulated earnings and profits of the Issuer will be treated first as a non-taxable return of capital, to the extent of a U.S. Holder's adjusted tax basis in the U.S. Tax Equity Notes, and then as a disposition of a portion of the U.S. Tax Equity Notes and subject to an additional tax reflecting a deemed interest charge, as described below under 23.5.6 *Sale, redemption, or other disposition*.

Distributions on the U.S. Tax Equity Notes will not be eligible for the dividends received deduction, and will not qualify as "qualified dividend income."

23.5.6 **Sale, redemption, or other disposition**

In general, a U.S. Holder of U.S. Tax Equity Notes will recognise gain or loss upon the sale, redemption, or other disposition of the U.S. Tax Equity Notes (including a distribution that is treated as a disposition of the U.S. Tax Equity Notes, as described above under 23.5.5 *Distributions*) equal to the difference between the U.S. dollar value of the amount realised and the U.S. Holder's adjusted tax basis in the U.S. Tax Equity Notes. The U.S. dollar value of the amount realised generally is based on the exchange rate on the date of

the disposition. However, if the U.S. Tax Equity Notes are treated under applicable Treasury regulations as stock or securities traded on an established securities market and the U.S. Holder uses the cash method of accounting, then the U.S. dollar value of the amount realised is based instead on the exchange rate on the settlement date for the disposition. U.S. Holders that use the accrual method of accounting also may elect to use the settlement date valuation, provided that they apply it consistently from year to year.

A U.S. Holder's tax basis in its U.S. Tax Equity Notes initially will equal the U.S. dollar value of the amount paid by the U.S. Holder for the U.S. Tax Equity Notes, determined under rules analogous to the rules for determining the U.S. dollar value of the amount realised. The U.S. Holder's tax basis in the U.S. Tax Equity Notes will be increased by amounts taxable to the U.S. Holder by reason of any QEF election, or by reason of the CFC rules, as applicable, and decreased by the U.S. dollar value of actual distributions by the Issuer that are deemed to consist of such previously taxed amounts or are treated as a non-taxable return of capital, as described above under 23.5.5 *Distributions*.

If the U.S. Holder has made a timely QEF election with respect to the Issuer, then, except to the extent that the Issuer is treated as a CFC and the U.S. Holder is treated as a 10% United States shareholder of the Issuer, gain or loss upon the sale, redemption, or other disposition of the U.S. Tax Equity Notes generally will be treated as foreign currency exchange gain or loss, and taxable as ordinary income or loss, to the extent of the positive or negative change in the U.S. dollar value of any amounts previously taxed pursuant to the QEF election from the date of each deemed distribution pursuant to the election (based on the average exchange rate for the applicable taxable year) to the date of the disposition. Any gain or loss in excess of foreign currency exchange gain or loss will be capital gain or loss, and generally will be long-term capital gain or loss if the U.S. Holder has held the U.S. Tax Equity Notes for more than one year at the time of the disposition. In certain circumstances, U.S. Holders who are individuals may be entitled to preferential tax rates for net long-term capital gains; however, the ability of U.S. Holders to offset capital losses against ordinary income is limited.

If a U.S. Holder does not make a timely QEF election with respect to the Issuer as described above and is not subject to the CFC rules, any gain realised on the sale, redemption, or other disposition of a U.S. Tax Equity Note (or any gain deemed to accrue prior to the time a non-timely QEF election is made) will be taxed as ordinary income and subject to an additional tax reflecting a deemed interest charge under the special tax rules described above. See 23.5.1 *Investment in a Passive Foreign Investment Company*.

If the Issuer is treated as a CFC and a U.S. Holder is treated as a 10% United States shareholder of the Issuer, then any gain or loss realised by the U.S. Holder upon a sale, redemption, or other disposition of the U.S. Tax Equity Notes, other than gain or loss subject to the PFIC rules, if applicable, generally will be treated as foreign currency exchange gain or loss, and taxable as ordinary income or loss, to the extent of the positive or negative change in the U.S. dollar value of any amounts previously taxed pursuant to the CFC rules from the date of each deemed distribution pursuant to the CFC rules (based on the average exchange rate for the applicable taxable year) to the date of the disposition. Any gain in excess of foreign currency exchange gain will be treated as ordinary income to the extent of the U.S. dollar value of the U.S. Holder's pro rata share of the Issuer's previously untaxed earnings and profits.

In addition, as described above under 23.5.3 *Indirect interests in PFICs and CFCs*, the U.S. dollar value of any gain attributable to interests in PFICs or CFCs owned by the Issuer may be treated as ordinary income to a U.S. Holder upon the sale, redemption, or other disposition of the U.S. Holder's U.S. Tax Equity Notes.

If the Issuer is treated as a CFC, in certain cases, a corporate U.S. Holder that is a 10% United States shareholder of the Issuer may be eligible for a dividends received deduction to the extent any gain recognised on the disposition of a U.S. Tax Equity Note is treated as ordinary income, or to the extent that such 10% United States shareholder receives a distribution that is treated as a dividend in the year in which it disposes of a U.S. Tax Equity Note, in each case, for U.S. federal income tax purposes. Such U.S. Holders should consult their tax advisors regarding the availability of any dividends received deduction and the impact of such dividends received deduction on any such U.S. Holder's adjusted tax basis in its U.S. Tax Equity Notes.

23.5.7 **Receipt of Foreign Currency**

U.S. Holders will have a tax basis in any Foreign Currency received in respect of the Notes on a sale, redemption, or other disposition of the Notes equal to the U.S. dollar value of the Foreign Currency on that date. Any gain or loss recognised on a sale, exchange, or other disposition of those Foreign Currencies generally will be ordinary income or loss. A U.S. Holder that converts the Foreign Currency into U.S. dollars on the date of receipt generally should not recognise ordinary income or loss in respect of the conversion.

23.5.8 **Transfer and information reporting requirements**

A U.S. Holder that purchases the U.S. Tax Equity Notes will be required to file an IRS Form 926 with the IRS if (a) such person is treated as owning, directly or by attribution, immediately after the U.S. Holder's purchase of Notes, at least 10% by vote or value of the Issuer or (b) the amount of cash transferred by such person (or any related person) to the Issuer during the 12-month period ending on the date of such transfer exceeds \$100,000.

A U.S. Holder that is treated as owning (actually or constructively) at least 10% by vote or value of the equity of the Issuer for U.S. federal income tax purposes will be required to file an information return on IRS Form 5471 and, possibly, IRS Form 8992, and may be required to provide additional information regarding the Issuer annually on IRS Form 5471 if it is treated as owning (actually or constructively) more than 50% by vote or value of the equity of the Issuer for U.S. federal income tax purposes.

In addition, U.S. Holders of U.S. Tax Equity Notes generally will be required to file an annual PFIC report.

U.S. Holders that fail to comply with these reporting requirements may be subject to adverse tax consequences, including a "tolling" of the statute of limitations with respect to their U.S. tax returns. U.S. Holders should consult their tax advisors with respect to these or any other reporting requirements that may apply with respect to their acquisition or ownership of the U.S. Tax Equity Notes.

23.6 **Non-U.S. Holders of Notes**

In general, payments on the Notes to a Non-U.S. Holder that provides appropriate tax certifications to the Issuer and gain realised on the sale, exchange or retirement of the Notes by the Non-U.S. Holder will not be subject to U.S. federal income or withholding tax unless (a) such income is effectively connected with a trade or business conducted by such Non-U.S. Holder in the United States, or (b) in the case of gain, such Non-U.S. Holder is a nonresident alien individual who holds the Notes as a capital asset and is present in the United States for more than 182 days in the taxable year of the sale and certain other conditions are satisfied.

23.7 **Selected other aspects of U.S. federal tax**

23.7.1 **Specified Foreign Financial Asset Reporting**

Certain U.S. Holders may be subject to reporting obligations with respect to their Notes if they do not hold their Notes in an account maintained by a financial institution and the aggregate value of their Notes and certain other "specified foreign financial assets" (applying certain attribution rules) exceeds \$50,000. Significant penalties can apply if a U.S. Holder is required to disclose its Notes and fails to do so.

23.7.2 **3.8% Medicare tax on "net investment income"**

U.S. Holders that are individuals or estates and certain trusts are subject to an additional 3.8% tax on all or a portion of their "net investment income," or "undistributed net investment income" in the case of an estate or trust, which may include any income or gain with respect to the Notes, to the extent of their net investment income or undistributed net investment income (as the case may be) that, when added to their other modified adjusted gross income, exceeds \$200,000 for an unmarried individual, \$250,000 for a married taxpayer filing a joint return (or a surviving spouse), \$125,000 for a married individual filing a separate return, or the dollar amount at which the highest tax bracket begins for an estate or trust. The 3.8% Medicare tax is determined in a different manner than the regular income tax and special rules apply with respect to the PFIC and CFC rules described above. U.S. Holders should consult their advisors with respect to the 3.8% Medicare tax.

23.7.3 **FBAR reporting**

A U.S. Holder of any Class of Notes that are treated as equity in the Issuer for U.S. federal income tax purposes may be required to file FinCEN Form 114 with respect to foreign financial accounts in which the Issuer has a financial interest if the U.S. Holder holds more than 50% of the aggregate outstanding principal amount of such Notes or is otherwise treated as owning more than 50% of the total value or voting power of the Issuer's outstanding equity.

23.7.4 **Reportable transactions**

A participant in a "reportable transaction" is required to disclose its participation in such a transaction on IRS Form 8886. Any foreign currency exchange loss in excess of \$50,000 recognised by a U.S. Holder may be subject to this disclosure requirement. Failure to comply with this disclosure requirement can result in substantial penalties. U.S. Holders should consult their advisors with respect to the requirement to disclose reportable transactions.

23.7.5 Information reporting and backup withholding

Under certain circumstances, the U.S. Tax Code requires “information reporting” annually to the IRS and to each holder, and “backup withholding”, with respect to certain payments made on or with respect to the Notes. Backup withholding will apply to a U.S. Holder only if the U.S. Holder (a) fails to furnish its Taxpayer Identification Number which, for an individual, would be his or her Social Security Number, (b) furnishes an incorrect Taxpayer Identification Number, (c) is notified by the IRS that it has failed to properly report payments of interest and dividends, or (d) under certain circumstances, fails to certify, under penalties of perjury, that it has furnished a correct Taxpayer Identification Number and has not been notified by the IRS that it is subject to backup withholding for failure to report interest and dividend payments. The exemption generally is available to U.S. Holders that provide a properly completed IRS Form W-9.

A Non-U.S. Holder that provides an applicable IRS Form W-8, together with all appropriate attachments, signed under penalties of perjury, identifying the Non-U.S. Holder and stating that the Non-U.S. Holder is not a United States person, will not be subject to IRS reporting requirements and U.S. backup withholding.

Information reporting and backup withholding may apply to the proceeds of a sale of Notes made within the United States or conducted through certain U.S. related financial intermediaries, unless the payor receives the statement described above or the Non-U.S. Holder otherwise establishes an exemption.

Backup withholding is not an additional tax and may be refunded (or credited against the holder’s U.S. federal income tax liability, if any), provided that certain required information is furnished. The information reporting requirements may apply regardless of whether withholding is required. Copies of the information returns also may be made available to the tax authorities in the country in which a Non-U.S. Holder is a resident under the provisions of an applicable income tax treaty or agreement.

23.7.6 FATCA

Under FATCA, the Issuer may be subject to a 30% withholding tax on certain income. Under an IGA entered into between the United States and Ireland, the Issuer will not be subject to withholding under FATCA if it complies with implementing legislation that will require the Issuer to provide the name, address, and taxpayer identification number of, and certain other information with respect to, certain holders of Notes to taxing authorities in Ireland, which would then provide this information to the IRS. The Issuer shall use commercially reasonable efforts to comply with the IGA and the implementing legislation. However, there can be no assurance that the Issuer will be able to do so. Moreover, the intergovernmental agreement could be amended to require the Issuer to withhold on “passthru” payments to holders that fail to provide certain information or documentation to the Issuer or are certain “foreign financial institutions” that do not comply with FATCA.

23.7.7 Future legislation and regulatory changes affecting Noteholders

Future legislation, regulations, rulings or other authority could affect the federal income tax treatment of the Issuer and the Noteholder. The Issuer cannot predict whether and to what extent any such legislative or administrative changes could change the tax consequences to the Issuer and to the U.S. Holder. Prospective Noteholders should consult their tax advisors regarding possible legislative and administrative changes and their effect on the U.S. federal tax treatment of the Issuer and their investment in the Notes.

The discussion above is a general summary. It does not cover all tax matters that may be of importance to a particular Noteholder. Each prospective Noteholder is strongly urged to consult its own tax advisor about the tax consequences of an investment in the Notes under the Noteholder’s own circumstances.

24. Subscription and sale of Notes

24.1 Subscription Agreement

The Joint Lead Managers, the Arranger, the Risk Retention Holder the Seller and the Issuer have entered into an agreement (the **Subscription Agreement**) on or about the date of this Prospectus pursuant to which, subject to certain conditions:

- each Joint Lead Manager has severally agreed (in each case in respect of a stated portion of the Market Notes) with the Issuer to subscribe and pay for, on the Closing Date, all of the A Notes, the B Notes, the C Notes and the D Notes (the **Market Notes**), where the subscription price in respect of relevant Market Notes is the Note Initial Principal Amount of those Market Notes multiplied by the applicable percentage indicated in 6.1.6 *Issue Price*; and
- the Risk Retention Holder has agreed with the Issuer to subscribe and pay for, on the Closing Date, all of the E Notes, the F Notes, the RF Notes, the Z1 Notes, the Z2 Notes and the X Notes (the **Allocated Notes**), where the subscription price in respect of relevant Allocated Notes is the Note Initial Principal Amount of those Allocated Notes multiplied by the applicable percentage indicated in 6.1.6 *Issue Price*,

each such person being a **Note Subscriber** in respect of the Notes subscribed by such person (being the **Note Subscriber Notes**).

The Joint Lead Managers may sell all or part of their allocation of Market Notes to subsequent purchasers in individually negotiated transactions at negotiated prices which may vary among different purchasers and which may be greater or less than the issue price of the Market Notes.

The Issuer has agreed in the Subscription Agreement to indemnify the Joint Lead Managers, the Arranger, the Risk Retention Holder and the Seller against certain liabilities and to pay certain costs and expenses in connection with the issue of the Notes.

In the Subscription Agreement:

- each Note Subscriber will undertake to the Issuer that each time that such Note Subscriber makes an offer, purchase or sale of Notes, it will have each consent, approval or permission which is required for such offer, purchase or sale under the laws and regulations in force in any jurisdiction to which it is subject or in which:
 - it makes such offer, purchase or sale; or
 - it has in its possession, or distributes, offering, distribution and/or sale material (including the preliminary Prospectus and this Prospectus),
 in all cases at its own expense, and it will comply with all such laws and regulations;
- each Note Subscriber will undertake to the Issuer that it will not directly or indirectly:
 - offer, sell or deliver any Notes; or
 - have in its possession, distribute or publish any offering circular, prospectus, form of application, advertisement or other document or information in respect of the Notes,
 in any country or jurisdiction except under circumstances that will result in compliance with any applicable laws and regulations and it will procure that all offers and sales of Notes by it will be made on the same terms.

24.1.1 Fees and commissions of Arrangers and Note Subscribers

The Issuer may pay fees and commissions to each Arranger and each Note Subscriber at such rates as may be agreed in the Subscription Agreement. Any such fees and commissions may be deducted from the subscription proceeds or, as the case may be, from the proceeds of sale of the relevant Notes.

24.2 Selling restrictions

In the Subscription Agreement, each Note Subscriber will represent to and agree with the Issuer as follows (being the selling restrictions applicable in respect of the Notes):

24.2.1 Ireland selling restrictions

The Note Subscriber represents and agrees that such Note Subscriber will not offer, sell, place or underwrite or do anything in respect of the Notes other than in conformity with the provisions of:

- (a) the European Union (Markets in Financial Instruments) Regulations 2017 of Ireland ("MiFID Regulations"), including, without limitation, Regulation 5 (*Requirement for Authorisation (and certain provisions concerning MTFs and OTFs)*) thereof or any codes of conduct used in connection therewith and the provisions of the Investor Compensation Act 1998;
- (b) the Companies Act 2014, the Central Bank Acts 1942 to 2018 of Ireland (as amended) and any codes of conduct rules made under Section 117(1) of the Central Bank Act 1989 of Ireland (as amended);
- (c) the Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017, the European Union (Prospectus) Regulations 2019 (as amended) and any rules and guidance issued under Section 1363 of the Companies Act 2014 by the Central Bank of Ireland; and
- (d) the Market Abuse Regulation (EU 596/2014) (as amended), the European Union (Market Abuse) Regulations 2016 and any rules and guidance issued under Section 1370 of the Companies Act 2014 by the Central Bank of Ireland.

24.2.2 United Kingdom selling restrictions

The Note Subscriber represents and agrees that in relation to Notes that:

- (a) such Note Subscriber has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (b) such Note Subscriber has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

24.2.3 United States selling restrictions

The Note Subscriber agrees:

- (a) that the Issuer has not been and will not be registered under the U.S. Investment Company Act and the Notes have not been, and will not be, registered under the U.S. Securities Act or the securities laws of any state or other jurisdiction of the United States and therefore may not be offered or sold, directly or indirectly, to, or for the account or benefit of, U.S. Persons except, with respect to the Rule 144A Notes only, to persons that are Qualified Institutional Buyers (each for its own account or the account or benefit of other Qualified Institutional Buyers) in reliance on Rule 144A in accordance with any applicable laws of any state within the United States or any other jurisdiction, or federal securities laws. In addition, the Notes cannot be resold in the United States, or outside of the United States to U.S. Persons, except in accordance with the applicable transfer restrictions described herein;
- (b) that with respect to the Reg S Notes for which such Note Subscriber has subscribed such Note Subscriber will only offer or sell such Reg S Notes, except in accordance with Rule 903 or 904 of Regulation S or to Qualified Institutional Buyers in reliance on Rule 144A or another available exemption;
- (c) that such Note Subscriber will have sent to each affiliate or person receiving a selling commission, fee or other remuneration that purchases Reg S Notes from that Note Subscriber a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. Persons to substantially the following effect:

"The securities covered hereby have not been and will not be registered under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), or the securities laws of any state or other jurisdiction of the United States, and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the U.S.

Securities Act) except to Qualified Institutional Buyers in accordance with Rule 144A or another available exemption from or in a transaction not subject to the registration requirements of the U.S. Securities Act.

In addition, any offer or sale of Notes within the United States by any dealer (whether or not participating in the offering), except in accordance with Regulation S or Rule 144A (if available) or pursuant to an exemption from or in a transaction not subject to registration under the U.S. Securities Act, may violate the registration requirements of the U.S. Securities Act.";

- (d) that an offer or sale of the Notes within the United States by that Note Subscriber (whether or not participating in the offering) may violate the registration requirements of the U.S. Securities Act if such offer or sale is made otherwise than to Qualified Institutional Buyers in compliance with Rule 144A or pursuant to another exemption from the registration requirements under the U.S. Securities Act;
- (e) that with respect to the relevant Rule 144A Notes for which that Note Subscriber has subscribed, that Note Subscriber will directly or through its U.S. broker-dealer affiliates arrange for the offer and resale of Notes only to Qualified Institutional Buyers in reliance on Rule 144A and each purchaser of Notes is hereby notified that the Joint Lead Managers may be relying on the exemption from the registration requirements of the U.S. Securities Act provided by Rule 144A (and the minimum aggregate principal amount of Rule 144A Notes is €100,000);
- (f) that any Note (or interest therein) is not eligible for purchase by Plans and each purchaser of any such Note will be deemed to have represented, warranted and agreed, for so long as it holds such Note that it is not and will not be, and will not be acting on behalf of, a Plans;
- (g) that each purchaser will be deemed to represent that (1) it is not, and is not acting on behalf of (and for so long as it holds this Note or any interest herein will not be, and will not be acting on behalf of) a governmental, church or non-U.S. plan subject to a Similar Law, or (2) it is a governmental, church, non-U.S. or other plan and (A) its acquisition, holding and disposition of any Note or any interest herein will not constitute or result in a violation of any Similar Law, and (B) such purchaser or transferee is not and, for so long as it holds any Note or interest in any Note, will not be subject to any federal, state, local, non-U.S. or other law or regulation that could cause the underlying assets of the Issuer to be treated as assets of the investor in the Notes by virtue of its interest herein and thereby subject the Issuer or persons responsible for the investment and operation of the Issuer's assets to any Similar Law; and
- (h) that offers and sales of the Notes within the United States or to U.S. persons is further restricted as specified in 25 *Transfer Regulations*.

24.2.4 **Prohibition of sales to EEA retail investors**

The Note Subscriber represents and agrees that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the EEA. For the purposes of this provision:

- (a) the expression 'retail investor' means a person who is one (or more) of the following:
 - (1) a retail client as defined in point (11) of Article 4(1) of EU MiFID II; or
 - (2) a customer within the meaning of the provisions of the EU Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (10) of Article 4(1) of EU MiFID II; or
 - (3) not a qualified investor as defined in the EU Prospectus Regulation; and
- (b) the expression 'offer' includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered.

24.2.5 **Prohibition of sales to United Kingdom retail investors**

The Note Subscriber represents and agrees that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the United Kingdom. For the purposes of this provision:

- (a) the expression 'retail investor' means a person who is one (or more) of the following:
 - (1) a retail client as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of the domestic law of the United Kingdom by virtue of the EUWA; or
 - (2) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of UK MiFIR; or
 - (3) not a qualified investor as defined in the UK Prospectus Regulation; and
- (b) the expression 'offer' includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe to the Notes.

24.2.6 **General public offering restrictions**

The Note Subscriber acknowledges that, except for:

- (a) the submission of the relevant Prospectus to the relevant Listing Institution;
- (b) approval of the relevant Prospectus by the relevant Listing Institution; and
- (c) application to the relevant Listing Institution for listing of the Notes,

no action has been, or will be, taken in any jurisdiction by any party to the Subscription Agreement that would permit a public offering of the Notes, or possession, circulation or distribution of this Prospectus or any amendment or supplement to this Prospectus to be issued in connection with the issue of the Notes or any other offering, distribution and/or selling material, in any country or jurisdiction where action for that purpose is required.

25. Transfer Regulations

This section comprises the Transfer Regulations (as defined in Note Base Condition 1.1 *Definitions*).

25.1 Requirements for holdings and transfers

25.1.1 Core requirements

A holding or purported holding of a Note or an interest in a Note (including any interest in a Global Note) or transfer or purported transfer of a Note or any such interest shall not be valid or effective, shall be void *ab initio*, shall not be honoured by the Issuer or the Note Registrar and shall not be registered in the Note Register unless:

- (a) following any such registration, the holder, transferor or the transferee (as the case may be) having a separately registered holding of Notes in the Note Register where the aggregate Note Initial Principal Amount of the Notes comprised in that holding would equal a Note Authorised Denomination;
- (b) such Note is held or transferred pursuant to a transaction that does not require registration under the U.S. Securities Act;
- (c) such Note is held or transferred pursuant to a transaction that complies with the U.S. Risk Retention Rules; and
- (d) such holding or transfer complies with each other Transfer Regulation.

25.1.2 Interpretation of these Transfer Regulations

In these Transfer Regulations:

ERISA means the U.S. Employee Retirement Income Security Act of 1974, as amended;

Note Transferee means a purchaser and subsequent transferee who becomes beneficial owner of a Note (including, without limitation where represented by a Book Entry Interest in a Global Note);

Plan means (1) an 'employee benefit plan' as defined in Section 3(3) of ERISA, which is subject to Part 4 of Subtitle B of Title I of ERISA, (2) a 'plan' (as defined in Section 4975(e)(1) of the U.S. Tax Code, to which Section 4975 of the U.S. Tax Code applies, or (3) a person or entity whose underlying assets include 'plan assets' by reason of any such employee benefit plan's or plan's investment in the entity;

Similar Law means a U.S. federal, state, local, non-U.S. or other law or regulation that is substantially similar to the prohibited transaction provisions of Section 406 of ERISA or Section 4975 of the U.S. Tax Code;

transferor shall, where the context permits or requires, include joint transferors and be construed accordingly;

U.S. Risk Retention Rules means the final rules promulgated under Section 15G of the U.S. Exchange Act (as amended by Section 941 of the U.S. Dodd-Frank Act) which, among other things, generally require the 'sponsor' (or its majority owned affiliates) of a 'securitization transaction' to retain at least 5% of the economic interest in the 'credit risk' of 'securitized assets', as such terms are defined in those rules; and

U.S. Tax Code means the U.S. Internal Revenue Code of 1986, as amended,

and other expressions have the same meaning as they have in the Note Conditions.

25.2 Restrictions in respect of interests in Global Notes

25.2.1 Prior to expiry of the Reg S Distribution Compliance Period U.S. Persons cannot hold interests in Reg S Notes

Noteholders may hold their interests in a Reg S Global Note directly through the relevant Reg S Clearing System, if they are participants in such Reg S Clearing System or indirectly through organisations that are participants in such Reg S Clearing System. Beneficial interests in a Reg S Global Note may be held only through a Reg S Clearing System at any time.

During the Reg S Distribution Compliance Period, beneficial interests in a Reg S Global Note may not be transferred to a person that takes delivery of a beneficial interest in a Rule 144A Global Note (if any) unless the transfer is to a person that is a Qualified Institutional Buyer in a transaction in reliance on Rule 144A and the transferor provides a written certification as described in paragraph 25.2.2 below.

25.2.2 Transfers of interests from a Reg S Global Note to a Rule 144A Global Note

A beneficial interest in the Reg S Global Note relating to a Class of Notes may be transferred to a person who takes delivery in the form of a beneficial interest in the Rule 144A Global Note (if any) relating to that Class, prior to the expiration of the Reg S Distribution Compliance Period, only upon receipt by the Note Registrar of a written certificate from the transferor (in the form required by the Note Trust Deed or the Transfer Regulations) to the effect that, among other things, such transfer is being made to a person whom the transferor reasonably believes is a Qualified Institutional Buyer in a transaction meeting the requirements of Rule 144A. Any beneficial interest in a Reg S Global Note that is so transferred will, upon transfer, cease to be represented by a beneficial interest in such Reg S Global Note and will become represented by a beneficial interest in the Rule 144A Global Note and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to beneficial interests in such Rule 144A Global Note.

25.2.3 Transfers of interests from a Rule 144A Global Note to a Reg S Global Note

A beneficial interest in a Rule 144A Global Note (if any) may be transferred to a person who takes delivery in the form of a beneficial interest in the corresponding Reg S Global Note relating to the same Class of Notes only upon receipt by the Note Registrar of a written certification from the transferor (in the form required by the Note Trust Deed or the Transfer Regulations) to the effect that among other things, such transfer is being made outside the United States to a non-U.S. person in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S. Each beneficial interest in a Rule 144A Global Note so transferred will, upon transfer, cease to be represented by a beneficial interest in that Rule 144A Global Note and will become represented by a beneficial interest in that Reg S Global Note and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to beneficial interests in that Reg S Global Note.

25.3 Representations etc of Note Transferees

Each Note Transferee (other than Porta Falsa and the Joint Lead Managers) of the Notes will be deemed to have acknowledged, represented, warranted and agreed as follows (terms used in this section that are defined in Rule 144A or Regulation S are used herein as defined therein):

- (a) in connection with the purchase or transfer of a Note and/or an interest in a Note:
 - (1) the Note Transferee acknowledges that none of the Issuer or any Transaction Party is acting as a fiduciary or financial or investment adviser for such Note Transferee;
 - (2) such Note Transferee is not relying and has not relied (for the purposes of making any investment decision or otherwise) upon any advice, counsel or representations (whether written or oral) of the Issuer or any Transaction Party other than (and subject to the terms of) any statements in this Prospectus;
 - (3) such Note Transferee has consulted with its own legal, regulatory, tax, business, investment, financial and accounting advisers to the extent it has deemed necessary and has made its own investment decisions based upon its own judgment and upon any advice from such advisers as it has deemed necessary and not upon any view expressed by the Issuer or any Transaction Party;
 - (4) in the case of a Reg S Note, such Note Transferee is not a “U.S. Person” (within the meaning of Regulation S) or an affiliate of the Issuer or a person acting on behalf of such an affiliate and is acquiring such Notes for its own account or as a fiduciary or agent for other non-U.S. Persons in an offshore transaction (within the meaning of Regulation S) pursuant to an exemption from registration provided by Regulation S;
 - (5) in the case of a Rule 144A Note, such Note Transferee: (A) it is a Qualified Institutional Buyer, (B) is acquiring such Notes for its own account or as a fiduciary or agent for others (which others must also be Qualified Institutional Buyers) for investment purposes and not for distribution in violation of the U.S. Securities Act, (C) it is able to bear the economic risk of an investment in the Rule 144A Notes and has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of purchasing the Notes, and (D) it is aware, and each beneficial owner of the Notes has been advised, that the sale of such Notes is being made in reliance on Rule 144A;
- (b) unless it holds an interest in a Reg S Note and is a person located outside the United States and is not a “U.S. Person” if in the future it decides to resell, pledge or otherwise transfer the Notes or any beneficial interests in the Notes, it will do so prior to the date which is one year after the later of the

Closing Date and the last date on which the Issuer or an affiliate of the Issuer was the owner of such Notes only (1) to the Issuer or any affiliate thereof, (2) inside the United States to a person whom it reasonably believes is a Qualified Institutional Buyer purchasing for its own account or for the account of a Qualified Institutional Buyer in a transaction meeting the requirements of Rule 144A, (3) outside the United States in compliance with Rule 903 or Rule 904 under the U.S. Securities Act; (4) pursuant to the exemption from registration provided by Rule 144A under the U.S. Securities Act (if available); or (5) pursuant to an effective registration statement under the U.S. Securities Act; in each case in accordance with any applicable securities laws of any state of the United States or any other applicable jurisdiction;

- (c) it will, and will require each subsequent holder to, notify any purchaser of the Notes from it of the resale restrictions referred to in paragraph (b) above, if then applicable;
- (d) it is not acquiring the notes with a view to the resale, distribution or other disposition thereof in violation of the U.S. Securities Act;
- (e) it understands that the Issuer is not and will not be registered under the U.S. Investment Company Act;
- (f) if it is outside the United States and is not a U.S. Person, if it should resell or otherwise transfer the Regulation S Notes prior to the expiration of the Reg S Distribution Compliance Period, it will do so only (1)(A) outside the United States and not to a U.S. Person in compliance with Rule 903 or 904 under the U.S. Securities Act, or (B) to a person whom it reasonably believes is a Qualified Institutional Buyer purchasing for its own account or for the account of a Qualified Institutional Buyer in a transaction meeting the requirements of Rule 144A and (2) in accordance with any applicable securities laws of any state of the United States or any other applicable jurisdiction;
- (g) neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any “directed selling efforts” (as defined in Rule 902(c) under the U.S. Securities Act) with respect to the Reg S Notes, and it and they have complied and will comply with the offering restrictions requirement of Regulation S;
- (h) neither it, its affiliates, nor any persons acting on its or their behalf have engaged or will engage in any form of general solicitation or general advertising (as those terms are used in Rule 502(c) under the U.S. Securities Act) in connection with any offer or sale of the Regulation S Notes in the United States;
- (i) it understands that the Notes offered in reliance on Rule 144A will be represented by the Rule 144A Global Notes. Before any interest in the Rule 144A Global Note may be offered, sold, pledged or otherwise transferred to a person who takes delivery in the form of an interest in the Regulation S Global Note, it will be required to provide a transfer agent with a written certification (in the form provided in the Note Trust Deed) as to compliance with applicable securities laws;
- (j) it also understands that the Notes offered in reliance on Regulation S will be represented by the Regulation S Global Notes. Before any interest in the Regulation S Global Note may be offered, sold, pledged or otherwise transferred to a person who takes delivery in the form of an interest in the Rule 144A Global Note, it will be required to provide a transfer agent with a written certification (in the form provided in the Note Trust Deed) as to compliance with applicable securities laws;
- (k) it understands that the Issuer, the Note Registrar, the Joint Lead Managers and their affiliates, and others will rely upon the truth and accuracy of the acknowledgements, representations and agreements contained in this section 25.3 *Representations etc of Note Transferees*. If it is acquiring any Notes for the account of one or more Qualified Institutional Buyers it represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account;
- (l) it understands that the Notes are not eligible for purchase by Plans and for so long as it holds any Note or any interest therein it will not be, and will not be acting on behalf of a Plans;
- (m) either (1) it is not, and is not acting on behalf of (and for so long as it holds this Note or any interest herein will not be, and will not be acting on behalf of) a governmental, church or non-U.S. plan subject to a Similar Law, or (2) it is a governmental, church, non-U.S. or other plan and (A) its acquisition, holding and disposition of this Note or any interest herein will not constitute or result in a violation of any Similar Law, and (B) it is not and, for so long as it holds this Note or interest herein, will not be subject to any federal, state, local, non-U.S. or other law or regulation that could cause the underlying

assets of the Issuer to be treated as assets of the investor in the Notes by virtue of its interest herein and thereby subject the Issuer or persons responsible for the investment and operation of the Issuer's assets to any Similar Law; and

- (n) it is an “eligible counterparty” as defined in EU MiFID II, a “professional client” as defined in EU MiFID II, an “eligible counterparty” as defined in the FCA Handbook Conduct of Business Sourcebook and/or a “professional client” as defined in Article 2(1)(13A) of UK MiFIR, as applicable in each case for the purposes of any product governance target market assessment in respect of the Notes.

25.3.2 **Mandatory transfer/redemption**

Each Note Transferee acknowledges and agrees that in the event that at any time the Issuer determines or is notified that such purchaser was, at the time of acquisition of the Notes or interests thereon, in breach of any of the representations or agreements set out above or otherwise determines that any transfer or other disposition of any Notes would, in the sole determination of the Issuer, require the Issuer to register as an “investment company” under the provisions of the U.S. Investment Company Act, then: (a) the Issuer may consider the acquisition of such Notes or interests therein void *ab initio*, (b) the Issuer has the right to refuse to register or otherwise honour the transfer and (c) the Issuer may require that the Notes or interests therein so purchased be transferred to a person designated by the Issuer, at a price determined by the Issuer based upon its estimation of the prevailing price of the Notes, and by its acceptance of its Notes or interests therein, each such purchaser authorises the Issuer to take such action if warranted and understands that the Issuer shall not be responsible for any losses that may be incurred as a result of any such transfer. Accordingly, any such purported transferee or other holder will not be entitled to any rights as a Noteholder and the Issuer will have the right, but not the obligation, to force the transfer of, or redeem, any such Notes.

25.4 **Manner of transfer**

The Notes are transferable in units equal to a Note Authorised Denomination by delivery to the Note Registrar Specified Office (or such other place as the Note Registrar may agree) of:

- (a) a duly completed transfer form executed under the hand of the transferor or, where the transferor is a corporation, under such corporation's common seal or under the hand of two of such corporation's officers duly authorised in writing;
- (b) if the Transfer Form is executed by some other person on behalf of the transferor or, in the case of the execution of a Transfer Form on behalf of a corporation by such corporation's officers, the original of the document conferring authority of that person or those officers to do so (or a copy of such document certified in such manner as the Note Registrar may require);
- (c) the relevant Note Certificate (if a Note Certificate has been issued in respect of the Note to be transferred); and
- (d) such other evidence (including legal opinions) as the Issuer and the Note Registrar may reasonably require to prove the validity and effect of the Transfer Form or documents accompanying it, the title of the transferor or his right to transfer the Note and his identity.

The signature of the person effecting a transfer of a Note shall conform to any list of duly authorised specimen signatures supplied by the registered Noteholder or be certified by a recognised bank, notary public or in such other manner as the Note Registrar may require.

25.5 **Restriction on registration of transfers**

25.5.1 **No registrations while payees are being ascertained**

No Noteholder may require the transfer of a Note to be registered during the period from and including a Note Register Record Date to and including the date that the relevant payment in respect of such Note becomes due.

25.5.2 **No registrations while proxy appointments outstanding**

No Noteholder which has executed a proxy instrument in relation to a meeting of Noteholders may require the transfer of a Note covered by such proxy instrument to be registered until the earlier of the conclusion of such meeting and its adjournment for want of a quorum.

25.5.3 **Single Note Register entry for entire holding of holder**

Unless otherwise requested by a Noteholder and agreed by the Issuer and the Note Registrar, a Noteholder in respect of Notes shall be entitled to have only one subsisting entry in the Note Register in respect of his or (in the case of a joint holding) their entire holding of Notes in a particular Class.

25.6 **Persons entitled upon cessation etc**

In the event of the dissolution, cessation or death of a Noteholder:

- (a) which is not a joint Noteholder, the administrators, executors or similar representatives of such Noteholder; or
- (b) which is one or more of joint Noteholders, the remaining or surviving joint Noteholder(s),

shall be the only persons recognised by the Note Registrar and the Issuer as having any title to such Notes.

Any person becoming entitled to Notes in consequence of the dissolution, cessation, death or official bankruptcy or insolvency of the relevant Noteholder may, upon producing such evidence that such person holds the position in respect of which such person proposes to act under this paragraph or of such person's title as the Issuer and the Note Registrar shall require (including legal opinions), be registered as the Noteholder in respect of such Notes or, subject to Transfer Regulations as to transfer, may transfer such Notes.

The Issuer and the Note Registrar shall be at liberty to retain any amount payable upon the Notes to which any person is so entitled until such person shall be registered as aforesaid or such person shall duly transfer the Notes.

25.7 **Issue of certificates in relation to transfers**

Subject to and without prejudice to Note Base Condition 2.6 *Certificates*:

- (a) Joint Noteholders of a Note shall be entitled to one Note Certificate only in respect of their joint holding which shall, except where they otherwise direct, be delivered to the joint Noteholder whose name appears first in the Note Register in respect of the joint holding.
- (b) Where a Noteholder transfers part only of his holding comprised in the relevant Note:
 - (1) (if a Note Certificate is requested by such Noteholder or is required) there shall be delivered to such Noteholder a Note Certificate in respect of the balance of such holding; and
 - (2) (if a Note Certificate is requested by the relevant transferee or is required) a new Note Certificate in respect of the balance of the Note transferred will be delivered to the transferee;
 in each case in accordance with these Transfer Regulations.
- (c) If a Note Certificate required to be delivered under these Transfer Regulations, subject to unforeseen circumstances beyond the control of the Note Registrar arising and to the applicable Transfer Regulations having been complied with by the relevant transferor and transferee, the Note Registrar will within 5 Working Days after the date of registration of a transfer of the relevant Note:
 - (1) where the person entitled to the Note Certificate has requested in writing, despatch (at the risk and at the expense of such person) such Note Certificate by mail to such address such person has specified in such request; or
 - (2) if no such request has been made, deliver such Note Certificate at its Note Registrar Specified Office to the person entitled to the Note Certificate,

and, for the purposes of this paragraph, **Working Day** means a day on which commercial banks are open for business (including dealings in foreign currencies) in the city in which the Note Registrar has its Note Registrar Specified Office.

25.8 **No charge to be made for certain transfers etc**

The Issuer and the Note Registrar shall, save in the case of the issue of replacement Notes and where expressly indicated otherwise in these Transfer Regulations, make no charge to any Noteholders for:

- (a) the registration or transfer of any holding of Notes; or
- (b) the issue of any Note Certificates; or

(c) the delivery of any Note Certificates at the Note Registrar Specified Office;

but such registration, transfer, issue or delivery shall be effected against such indemnity from the Noteholder or the transferee thereof as the Note Registrar may require in respect of any tax or other duty of whatever nature which may be levied or imposed in connection with such registration, transfer, issue or delivery.

26. General information

26.1 Authorisation by Issuer of the Notes

The issue of the Notes was authorised pursuant to a resolution of the board of directors of the Issuer passed on 22 October 2025.

26.2 Clearing Systems, ISINs and Common Codes

Details of the Clearing Systems, the ISINs and Common Codes in respect of the Notes are indicated in 6.1.24 *Clearance / settlement* and 6.1.26 *Clearing system codes*.

26.3 Yield in respect of the Notes

The following table indicates the estimated yield in respect of each Class of Notes, such yield being calculated on the basis that (a) the Principal Deficiency Record remains at zero, (b) the relevant investor holds the Notes throughout the period from and including the Closing Date to and including the earliest potential Optional Redemption Date, and (c) such investor purchases the Notes at the relevant Note Issue Price on the Closing Date:

Class of Notes	Yield
A Notes	The applicable Reference Rate plus 1.10%
B Notes	The applicable Reference Rate plus 1.50%
C Notes	The applicable Reference Rate plus 2.10%
D Notes	The applicable Reference Rate plus 3.00%
E Notes	The applicable Reference Rate plus 4.25%
F Notes	The applicable Reference Rate plus 5.50%
RF Notes	6.00%
Z1 Notes	8.00%
Z2 Notes	10.00%
X Notes	N/A

26.4 Use of proceeds

The gross proceeds from the issue of the Notes on the Closing Date will be EUR 392,118,511.

The net proceeds of the issue of the Notes on the Closing Date are expected to amount to approximately EUR 392,118,511 and will be applied on the Closing Date as indicated in 19.6 *Net proceeds on the Closing Date* in 4.4.6 *Certain interests and potential for conflicts*.

27. Index of definitions

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