IMPORTANT NOTICE

NOT FOR DISTRIBUTION TO ANY U.S. PERSON OR TO ANY PERSON OR ADDRESS IN THE U.S.

IMPORTANT: YOU MUST READ THE FOLLOWING BEFORE CONTINUING. THE FOLLOWING APPLIES TO THE PROSPECTUS FOLLOWING THIS PAGE (THE "**PROSPECTUS**"), AND YOU ARE THEREFORE ADVISED TO READ THIS CAREFULLY BEFORE READING, ACCESSING OR MAKING ANY OTHER USE OF THE PROSPECTUS. IN ACCESSING THE PROSPECTUS, YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING ANY MODIFICATIONS TO THEM ANY TIME YOU RECEIVE ANY INFORMATION FROM US AS A RESULT OF SUCH ACCESS.

NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY THE SECURITIES OF THE ISSUER IN THE UNITED STATES OR ANY OTHER JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. THE SECURITIES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND THE SECURITIES MAY NOT BE OFFERED OR SOLD WITHIN THE U.S. OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT ("**REGULATION S**")) ("**U.S. PERSON**"), IN RELIANCE ON AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND ANY APPLICABLE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES.

THE SELLER, AS SPONSOR UNDER THE U.S. RISK RETENTION RULES, DOES NOT INTEND TO RETAIN AT LEAST 5 PER CENT. OF THE CREDIT RISK OF THE SECURITIZED ASSETS FOR PURPOSES OF COMPLIANCE WITH THE FINAL RULES PROMULGATED UNDER SECTION 15G OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, (CODIFIED AT 17 C.F.R § 246.1-246.22) (THE "**U.S. RISK RETENTION RULES**"), BUT RATHER INTENDS TO RELY ON AN EXEMPTION PROVIDED FOR IN SECTION 20 OF THE U.S. RISK RETENTION RULES REGARDING NON-U.S. TRANSACTIONS. EXCEPT WITH THE PRIOR WRITTEN CONSENT OF THE SELLER (A "**U.S. RISK RETENTION CONSENT**") AND WHERE SUCH SALE FALLS WITHIN THE EXEMPTION PROVIDED BY SECTION 20 OF THE U.S. RISK RETENTION RULES, THE NOTES AND THE RESIDUAL CERTIFICATES OFFERED AND SOLD BY THE ISSUER MAY NOT BE PURCHASED BY, OR FOR THE ACCOUNT OR BENEFIT OF, ANY "U.S. PERSON" AS DEFINED IN THE U.S. RISK RETENTION RULES ("**RISK RETENTION U.S. PERSONS**"). PROSPECTIVE INVESTORS SHOULD NOTE THAT THE DEFINITION OF "U.S. PERSON" IN THE U.S. RISK RETENTION RULES IS SUBSTANTIALLY SIMILAR TO, BUT NOT IDENTICAL TO, THE DEFINITION OF "U.S. PERSON" IN REGULATION S. EACH PURCHASER OF THE NOTES AND THE RESIDUAL CERTIFICATES, OR A BENEFICIAL INTEREST THEREIN ACQUIRED IN THE INITIAL SYNDICATION OF THE NOTES AND THE RESIDUAL CERTIFICATES BY ITS ACQUISITION OF THE NOTES AND THE RESIDUAL CERTIFICATES OR A BENEFICIAL INTEREST THEREIN, WILL BE DEEMED TO HAVE MADE CERTAIN REPRESENTATIONS AND AGREEMENTS, INCLUDING THAT IT (1) EITHER (i) IS NOT A RISK RETENTION U.S. PERSON OR (ii) HAS OBTAINED A U.S. RISK RETENTION CONSENT FROM THE SELLER, (2) IS ACQUIRING SUCH NOTE OR RESIDUAL CERTIFICATE OR A BENEFICIAL INTEREST THEREIN FOR ITS OWN ACCOUNT AND NOT WITH A VIEW TO DISTRIBUTE SUCH NOTE OR RESIDUAL CERTIFICATE, AND (3) IS NOT ACQUIRING SUCH NOTE OR RESIDUAL CERTIFICATE OR A BENEFICIAL INTEREST THEREIN AS PART OF A SCHEME TO EVADE THE REQUIREMENTS OF THE U.S. RISK RETENTION RULES (INCLUDING ACQUIRING SUCH NOTE OR RESIDUAL CERTIFICATE THROUGH A NON-RISK RETENTION U.S. PERSON, RATHER THAN A RISK RETENTION U.S. PERSON, AS PART OF A SCHEME TO EVADE THE 10 PER CENT. RISK RETENTION U.S. PERSON LIMITATION IN THE EXEMPTION PROVIDED FOR IN

SECTION 20 OF THE U.S. RISK RETENTION RULES). ANY RISK RETENTION U.S. PERSON THAT IS A PROSPECTIVE INVESTOR IN THE NOTES OR RESIDUAL CERTIFICATES MUST INFORM THE SELLER AND THE JOINT LEAD MANAGERS THAT IT IS A RISK RETENTION U.S. PERSON.

THE FOLLOWING PROSPECTUS MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER, AND IN PARTICULAR, MAY NOT BE FORWARDED TO ANY U.S. PERSON OR TO ANY U.S. ADDRESS. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THIS DOCUMENT IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS.

THE PROSPECTUS HAS BEEN DELIVERED TO YOU ON THE BASIS THAT YOU ARE A PERSON INTO WHOSE POSSESSION THE PROSPECTUS MAY BE LAWFULLY DELIVERED IN ACCORDANCE WITH THE LAWS OF THE JURISDICTION IN WHICH YOU ARE LOCATED. BY ACCESSING THE PROSPECTUS, YOU SHALL BE DEEMED TO HAVE CONFIRMED AND REPRESENTED TO US THAT (A) YOU HAVE UNDERSTOOD AND AGREE TO THE TERMS SET OUT HEREIN, (B) YOU CONSENT TO DELIVERY OF THE PROSPECTUS BY ELECTRONIC TRANSMISSION, (C) YOU ARE NOT A U.S. PERSON (WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT) OR ACTING FOR THE ACCOUNT OR BENEFIT OF A U.S. PERSON AND THE ELECTRONIC MAIL ADDRESS THAT YOU HAVE GIVEN TO US AND TO WHICH THIS EMAIL HAS BEEN DELIVERED IS NOT LOCATED IN THE UNITED STATES, ITS TERRITORIES AND POSSESSIONS (INCLUDING PUERTO RICO, THE U.S. VIRGIN ISLANDS, GUAM, AMERICAN SAMOA, WAKE ISLAND AND THE NORTHERN MARIANA ISLANDS) OR THE DISTRICT OF COLUMBIA AND (D) IF YOU ARE A PERSON IN THE UNITED KINGDOM, THEN YOU ARE A PERSON WHO (I) HAS PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO INVESTMENTS OR (II) IS A HIGH NET WORTH ENTITY FALLING WITHIN ARTICLES 49(2)(A) TO (D) OF THE FINANCIAL SERVICES AND MARKETS ACT (FINANCIAL PROMOTION) ORDER 2005 (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS "**RELEVANT PERSONS**"). ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THIS PROSPECTUS RELATES IS AVAILABLE ONLY TO RELEVANT PERSONS AND WILL BE ENGAGED IN ONLY WITH RELEVANT PERSONS.

The Prospectus has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently none of Atlas Funding 2026-2 PLC, Lendco Limited, NatWest Markets Plc ("**NatWest**"), Lloyds Bank Corporate Markets plc, Merrill Lynch International ("**BofA Securities**"), Banco Santander, S.A., nor any person who controls any such person nor any director, officer, employee or agent of any such person or affiliate of any such person accepts any liability or responsibility whatsoever in respect of any difference between the Prospectus distributed to you in electronic format and the hard copy version available to you on request from NatWest, Lloyds Bank Corporate Markets plc, BofA Securities or Banco Santander, S.A.

ATLAS FUNDING 2026-2 PLC

(*Incorporated in England and Wales with limited liability, registered number* 17384641)

Legal entity identifier (LEI) number: 2138004LJ1QHBOG3V452

Class of Notes	Initial Principal Amount	Issue Price	Reference Rate/ Fixed Rate	Margin (payable up to and including the Optional Redemption Date)	Relevant Step-Up Margin (payable after the Optional Redemption Date)	Ratings (Fitch / DBRS)	Final Maturity Date
Class A Notes	£409,500,000	100.000%	Compounded Daily SONIA	0.820% per annum	1.230% per annum	AAAsf / AAA (sf)	The Interest Payment Date falling in June 2068
Class B Notes	£25,025,000	100.000%	Compounded Daily SONIA	1.100% per annum	1.650% per annum	AAsf / AA (low) (sf)	The Interest Payment Date falling in June 2068
Class C Notes	£9,100,000	100.000%	Compounded Daily SONIA	1.300% per annum	1.950% per annum	A+sf / A (sf)	The Interest Payment Date falling in June 2068
Class D Notes	£6,825,000	100.000%	Compounded Daily SONIA	1.650% per annum	2.475% per annum	BBBsf / A (low) (sf)	The Interest Payment Date falling in June 2068
Class E Notes	£4,551,000	100.000%	Compounded Daily SONIA	2.180% per annum	3.180% per annum	BBsf / BBB (high) (sf)	The Interest Payment Date falling in June 2068
Class X1 Notes	£6,825,000	100.000%	Compounded Daily SONIA	2.180% per annum	2.180% per annum	BB+sf / BBB (high) (sf)	The Interest Payment Date falling in June 2068
Class X2 Notes	£3,640,000	100.000%	Compounded Daily SONIA	3.970% per annum	3.970% per annum	BBsf / BB (high) (sf)	The Interest Payment Date falling in June 2068
RC1 Residual Certificates	N/A	N/A	N/A	N/A	N/A	Not rated	N/A
RC2 Residual Certificates	N/A	N/A	N/A	N/A	N/A	Not rated	N/A

The Optional Redemption Date is the Interest Payment Date falling in June 2031.

From the Collection Period Start Date immediately preceding the Optional Redemption Date, the Option Holder has the right to exercise the Call Option in relation to the Portfolio, which would result in an early redemption of the Notes.

ARRANGER

NatWest

JOINT LEAD MANAGERS

BofA Securities | **Lloyds Bank Corporate Markets plc** | **NatWest** | **Santander Corporate & Investment Banking**

The date of this Prospectus is 16 October 2026.

Issue Date	The Issuer will issue the Notes in the classes set out above and the Residual Certificates on or about 19 October 2026 (the "**Closing Date**").
Standalone/programme issuance	Standalone issuance.
Listing	This document comprises a prospectus (the "**Prospectus**"), for the purpose of the Prospectus Rules: Admission to Trading on a Regulated Market sourcebook (the "**PRM**"). This Prospectus has been approved by the Financial Conduct Authority (the "**FCA**") pursuant to the PRM. The FCA only approves this Prospectus as meeting the standard of completeness, comprehensibility and consistency imposed by the rules in the PRM. 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 or the Residual Certificates (as applicable). Application has been made for the Notes to be admitted to the official list of the FCA (the "**Official List**") and to trading on the main market of the London Stock Exchange. The London Stock Exchange's main market is a UK regulated market for the purposes of Regulation (EU) No 600/2014 on markets in financial instruments as it forms part of domestic law by virtue of 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 ("**EUWA**") ("**UK MiFIR**"). References in this Prospectus to the Notes being listed (and all related references) shall mean that such Notes have been admitted to trading on the London Stock Exchange's main market and have been admitted to the Official List. The Residual Certificates will neither be listed on the London Stock Exchange's main market nor be admitted to the Official List.
Underlying Assets	The Issuer will make payments on the Notes and, where applicable, the Residual Certificates from, *inter alia*, payments of principal and revenue received from a portfolio comprising buy-to-let mortgage loans and their related security originated by Lendco Limited ("**Lendco**") secured over residential properties located in England and Wales and sold by Lendco (in its capacity as the seller, the "**Seller**") to the Issuer on the Closing Date (the "**Closing Portfolio**") and, in the case of Permitted Fee Capitalisation Amounts, on the relevant Switch Date, and together with any further Additional Mortgage Loans and their Related Security, the "**Portfolio**". The Issuer confirms that the assets backing the issue of the Notes and the Residual Certificates and the Notes and Residual Certificates are not part of a re-securitisation. The Closing Portfolio may include any Additional Closing Portfolio Mortgage Loans. The Seller (as the Option Holder as defined in the prospectus dated 28 April 2023 relating to notes and certificates issued by Atlas Funding 2023-1 PLC) has exercised its call option under Atlas Funding 2023-1 PLC transaction and will, on the First Additional Mortgage Loan Purchase Date, purchase loans and their collateral security ("**Atlas Funding 2023-1 Loans**" and each an "**Atlas Funding 2023-1 Loan**") from Atlas Funding 2023-1 PLC. Pursuant to the Mortgage Sale Agreement, the Seller and the Issuer have agreed that the Issuer will purchase from

the Seller any Atlas Funding 2023-1 Loans which satisfy the Loan Warranties on the First Additional Mortgage Loan Purchase Date.

The Issuer is not expected to purchase Additional Mortgage Loans after the Closing Date, other than the Atlas Funding 2023-1 Loans, which will be purchased on the First Additional Mortgage Loan Purchase Date.

"**First Additional Mortgage Loan Purchase Date**" means 20 October 2026.

"**Additional Closing Portfolio Mortgage Loans**" means Loans and their Related Security that are originated by Lendco following the Portfolio Reference Date but before the Cut-Off Date and sold to the Issuer on the Closing Date as part of the Closing Portfolio.

On any date following the Closing Date (such date an "**Additional Mortgage Loan Purchase Date**") up to (and including) the Calculation Date immediately preceding the First Interest Payment Date (the "**Final Additional Mortgage Loan Purchase Date**"), the Issuer may purchase further Additional Mortgage Loans and their Related Security subject to certain conditions being satisfied (including the Additional Mortgage Loan Conditions).

"**Additional Mortgage Loans**" means (i) the Additional Closing Portfolio Mortgage Loans and (ii) any Mortgage Loans which are sold to the Issuer by the Seller on any Additional Mortgage Loan Purchase Date up to (and including) the Final Additional Mortgage Loan Purchase Date.

See the sections entitled "*Transaction Overview – Portfolio and Servicing*", "*The Loans*" and "*Characteristics of the Provisional Portfolio*" for further details.

Notes Credit Enhancement

Credit enhancement of the Notes is provided in the following manner (subject to the distribution of the Pre-Funding Unused Amount):

- following a Sequential Payment Trigger Event, in relation to any class of the Notes (other than the Class X1 and the Class X2 Notes (together the "**Class X Notes**")), the relevant over-collateralisation funded by Notes ranking junior to such Class of Notes in the Priority of Payments (if any);

- in relation to each Class of Notes, the amount by which Available Revenue Receipts received during the relevant Collection Period exceed the amounts required to pay interest and all other amounts ranking in priority thereto on the relevant Class of Notes in accordance with the Pre-Enforcement Revenue Priority of Payments;

- following service of an Enforcement Notice, all amounts credited to the Class A and B Liquidity Reserve Fund, subject to application in accordance with the Post-Enforcement Priority of Payments; and

- on each Interest Payment Date up to but excluding the Class B Redemption Date, the Class A and B Liquidity Reserve Fund Excess Amount will be applied as Available Revenue Receipts.

Prior to the occurrence of a Sequential Payment Trigger Event, pursuant to the Priorities of Payments, payments of principal are made on a pro-rata and pari passu basis among the Class A Notes, Class B Notes, Class C Notes, Class D Notes and Class E Notes. See the sections entitled "*Transaction Overview – Credit Structure and Cashflow*" and "*Credit Structure*" for further details.

Liquidity Support for the Notes

Liquidity support for the Notes is provided in the following manner:

- the subordination in payment of those Classes of Notes ranking junior in the relevant Priority of Payments and the Residual Certificates;
- in respect of the Most Senior Class of Notes only, the availability of Principal Addition Amounts;
- in respect of items (a) to (g) and (i) of the Pre-Enforcement Revenue Priority of Payments, amounts standing to the credit of the Class A and B Liquidity Reserve Fund; and
- in respect of items (a) to (g) of the Pre-Enforcement Revenue Priority of Payments, the availability of the Liquidity Facility.

See the sections entitled "*Transaction Overview – Credit Structure and Cashflow*" and "*Credit Structure*" for further details. In relation to the Class A and B Liquidity Reserve Fund and Class A and B Liquidity Reserve Fund Account, see the section entitled "*Credit Structure – Class A and B Liquidity Reserve Fund and Class A and B Liquidity Reserve Fund Account*". In relation to the Liquidity Facility, see the section entitled "*Credit Structure – Liquidity Facility*" and see "*Summary of the Key Transaction Documents – The Liquidity Facility Agreement*" for a summary of these.

Swap Arrangements

On or around the Closing Date, the Issuer will enter into one or more interest rate swap transactions (each a "**Swap Transaction**") with the Swap Provider, which will be governed by a Swap Agreement, in order to provide a hedge, to a certain extent, against the possible variance between the fixed rates of interest payable on certain of the Fixed Rate Loans in the Portfolio (which may include, for the avoidance of doubt, any Product Switches which become Fixed Rate Loans) and the floating rates of interest on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class X1 Notes and the Class X2 Notes, which are calculated by reference to Compounded Daily SONIA.

"**Swap Agreement**" means the 2002 ISDA Master Agreement entered into between the Issuer and the Swap Provider (together with a schedule and Swap Credit Support Annex thereto) on or around the Closing Date and any confirmation evidencing a Swap Transaction thereunder, in each case, in accordance with the Transaction Documents.

The Swap Transaction entered into on or about the Closing Date shall be entered into by way of (i) transferring by way of novation and amendment one or more interest rate swap transactions ("**2023-1 Swaps**") entered into between Atlas Funding 2023-1 PLC (the "**2023-1 Issuer**") and HSBC Bank plc (the "**2023-1 Swap Provider**"); (ii) transferring by way of novation and amendment one or more interest rate swap transactions entered into by the Seller in conjunction with its origination pipeline; and/or (iii) new (or novated) interest rate swap transactions entered into between the Issuer and the Swap Provider, as required.

See the section entitled "*Credit Structure – Interest Rate Risk for the Notes*" for further details.

Notes Redemption Provisions

Information on any mandatory redemption of the Notes is summarised in the section entitled "*Transaction Overview – Summary of the Terms and Conditions*

of the Notes and the Residual Certificates" and set out in full in Condition 8 (*Redemption*) of the terms and conditions of the Notes (the "**Conditions**").

Benchmarks Regulation

Amounts payable on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class X1 Notes and the Class X2 Notes are calculated by reference to the daily compounded Sterling Overnight Index Average ("**SONIA**"). As at the date of this prospectus, the administrator of SONIA is not included in the FCA's register of administrators under Article 36 of Regulation (EU) No 2016/1011 as it forms part of domestic law by virtue of the EUWA ("**UK Benchmarks Regulation**"). The Bank of England, as administrator of SONIA, is exempt under Article 2 of the UK Benchmarks Regulation but has issued a statement of compliance with the principles for financial benchmarks issued in 2013 by the International Organisation of Securities Commissions.

Credit Rating Agencies

DBRS Ratings Limited ("**DBRS**") and Fitch Ratings Ltd ("**Fitch**") (each a "**Rating Agency**" and together, the "**Rating Agencies**"). As of the date of this Prospectus, each of the Rating Agencies is a credit rating agency established in the United Kingdom (the "**UK**") and is registered under Regulation (EU) No 1060/2009 as it forms part of domestic law by virtue of the EUWA (the "**UK CRA Regulation**"). As such, both DBRS and Fitch are included in the list of credit rating agencies published by the FCA on its website, http://www.fca.org.uk in accordance with the UK CRA Regulation. DBRS and Fitch are not established in the European Union and have not applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the "**EU CRA Regulation**"). The ratings issued by DBRS and Fitch have been endorsed by DBRS Ratings GmbH and Fitch Ratings Ireland Limited, respectively, in accordance with the EU CRA Regulation. Each of DBRS Ratings GmbH and Fitch Ratings Ireland Limited is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website (at http://www.esma.europa.eu/page/List-registered-and-certified-CRAs) in accordance with the EU CRA Regulation.

Credit Ratings

The ratings assigned to the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class X1 Notes and the Class X2 Notes by each of DBRS and Fitch (the "**Notes**") address, *inter alia*, the likelihood of (a) full and timely payment to the holders of the Most Senior Class of Notes (other than the Class X1 Notes and the Class X2 Notes) of all payments of interest on each Interest Payment Date; and (b) full and ultimate payment to the holders of the Notes of principal and (in relation to the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class X1 Notes and the Class X2 Notes while they are not the Most Senior Class of Notes) of interest on or prior to the Final Maturity Date.

Ratings are expected to be assigned to each Class of Notes on or before the Closing Date. The assignment of a rating to any Class of Notes by any Rating Agency is not a recommendation to invest in any Class of Notes or to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning Rating Agency.

The Residual Certificates will not be rated.

Obligations

The Notes and the Residual Certificates will be obligations of the Issuer alone and will not be guaranteed or supported by, or be the responsibility of, any other entity named in the Prospectus.

UK Risk Retention

On the Closing Date, the Seller will, as originator for the purposes of the UK Securitisation Framework, retain on an ongoing basis a material net economic

interest of not less than 5 per cent. in the securitisation (the "**UK Retained Interest**") as required by SECN 5.2.1R (the "**UK Risk Retention Requirements**").

As at the Closing Date, such interest will be satisfied by the Seller holding no less than 5 per cent. of the nominal value of each Class of Notes sold to investors (with the exception of the Class X1 Notes and the Class X2 Notes), in accordance with SECN 5.2.8R(1)(a). See the section entitled "*Regulatory Disclosures*" for more information.

After the Closing Date, the Seller (in its capacity as holder of the UK Retained Interest) may enter into financing arrangements in respect of the UK Retained Interest. See further the section entitled "*Risk Factors – Legal Risks and Regulatory Risks – Certain risks in respect of the potential financing of the Retained Interest by the Seller*".

EU Risk Retention

On the Closing Date, the Seller will, as originator for the purposes of the EU Securitisation Regulation, retain on an ongoing basis a material net economic interest of not less than 5 per cent. in the securitisation (the "**EU Retained Interest**" and together with the UK Retained Interest, the "**Retained Interest**") as required by Article 6(1) of the EU Securitisation Regulation as if it were applicable to it (the "**EU Risk Retention Requirements**").

As at the Closing Date, such interest will be satisfied by the Seller holding no less than 5 per cent. of the nominal value of each Class of Notes sold to investors (with the exception of the Class X1 Notes and the Class X2 Notes), as determined in accordance with Article 6(3)(a) of the EU Securitisation Regulation as required for the purposes of Article 5(1)(d) of the EU Securitisation Regulation. See the section entitled "*Regulatory Disclosures*" for more information.

After the Closing Date, the Seller (in its capacity as holder of the EU Retained Interest) may enter into financing arrangements in respect of the EU Retained Interest. See further the section entitled "*Risk Factors – Legal Risks and Regulatory Risks – Certain risks in respect of the potential financing of the Retained Interest by the Seller*".

"**EU Securitisation Regulation**" means Regulation (EU) 2017/2402, as amended, including (i) relevant regulatory and/or implementing technical standards or delegated regulation, or other applicable national implementing measures in relation thereto (including any applicable transitional provisions); and/or (ii) any relevant guidance and policy statements in relation thereto published by the European Banking Authority, the ESMA, the European Insurance and Occupational Pensions Authority, the European Commission and/or the European Central Bank.

U.S. Risk Retention

The Seller, as the sponsor under the final rules promulgated under Section 15G of the Securities Exchange Act of 1934, as amended (the "**U.S. Risk Retention Rules**"), does not intend to retain at least 5 per cent. of the credit risk of the securitised assets for purposes of compliance with the U.S. Risk Retention Rules, but rather intends to rely on an exemption provided for in Section 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions. Except with the prior written consent of the Seller, and where such sale falls within the exemption provided by Section 20 of the U.S. Risk Retention Rules, the Notes and the Residual Certificates offered and sold by the Issuer may not be purchased by, or for the account or benefit of, any Risk Retention U.S. Persons.

Each prospective Noteholder or Certificateholder is required to independently assess and determine the sufficiency of the information described in the preceding paragraphs for the purposes of complying with the UK Securitisation Framework and the EU Securitisation Regulation and any corresponding national measures which may be relevant and none of the Seller, the Issuer, nor the Arranger, nor the Joint Lead Managers, nor the parties to the Transaction Documents (each a "**Transaction Party**" and collectively "**Transaction Parties**") make any representation that the information described above or in this Prospectus is sufficient in all circumstances for such purposes. See further the section entitled "*Risk Factors – Legal Risks and Regulatory Risks – U.S. Risk Retention Requirements*".

UK Simple, Transparent and Standardised ("UK STS") Securitisation

On or about the Closing Date, it is intended that a notification will be submitted to the FCA by Lendco, as originator, in accordance with SECN 2.5, confirming that the requirements of SECN 2.2.2R to SECN 2.2.29R for designation as a UK STS securitisation (the "**UK STS Requirements**") have been satisfied with respect to the Notes (such notification, the "**UK STS Notification**").

It is not intended that the issue of the Notes comply with the requirements of Articles 18 to 22 of the EU Securitisation Regulation.

Any events which trigger changes in any Priorities of Payments and any change in any Priorities of Payment which will materially adversely affect the repayment of the Notes shall be disclosed without undue delay to the extent required under SECN 2.2.23R(2) and SECN 2.2.23R(3).

The UK STS Notification, once notified to the FCA, will be available for download on the FCA STS Register website at https://data.fca.org.uk/#/sts/stssecuritisations (or its successor website) (the "**FCA STS Register website**"). For the avoidance of doubt, the FCA STS Register website and the contents thereof do not form part of this Prospectus. The UK STS status of the Notes is not static and investors should verify the current status on the FCA STS Register website, which will be updated where the Notes are no longer considered to be UK STS following a decision of competent authorities or a notification by Lendco. In relation to the UK STS Notification, Lendco has been designated as the first contact point for investors and the FCA.

Lendco and the Issuer have used the services of Prime Collateralised Securities (PCS) UK Limited ("**PCS UK**"), a third party registered pursuant to regulation 25 of the 2024 UK SR SI in connection with an assessment of the compliance of the Notes with the requirements of SECN 2.2.2R to SECN 2.2.29R (the "**UK STS Verification**"). It is expected that the UK STS Verification prepared by PCS UK will be available on its website at https://pcsmarket.org/sts-verification-transactions/. For the avoidance of doubt, the website of PCS UK and the contents of that website do not form part of this Prospectus.

Each potential UK Affected Investor is required to independently verify on transactions notified as Simple, Transparent and Standardised ("**STS**") the compliance of the transaction with the UK STS Requirements. None of the Issuer, the Arranger, the Joint Lead Managers, the Seller or any of the other Transaction Parties makes any representation that any such information described above or elsewhere in this Prospectus, or in the UK STS Notification or UK STS Verification is sufficient in all circumstances for such purposes.

Note that designation as a UK STS securitisation does not meet, as at the date of this Prospectus, the STS requirements of the EU Securitisation Regulation, and, as such, better or more flexible regulatory treatment under the relevant EU regulatory regimes (in particular, under the EU CRR, the EU LCR Regulation and the EU Solvency II regime) will not be available. For further information please refer to the section entitled "*Risk Factors – Legal Risks and Regulatory Risks – STS Securitisation and related risks*".

No representation or warranty is made by Lendco, the Arranger, the Joint Lead Managers or any other person as to compliance with the UK STS Requirements. No assurance can be given that the Notes will, on the Closing Date, be compliant and thereafter remain compliant, because the UK STS Requirements may change over time. For further information please refer to the section entitled "*Risk Factors – Legal Risks and Regulatory Risks – STS Securitisation and related risks*".

The Volcker Rule

The Issuer has been structured with the intent that it does not constitute a "covered fund" for purposes of regulations codified under Section 13 of the Bank Holding Company Act of 1956, as amended, commonly known as the "**Volcker Rule**" (the "**Volcker Rule**"). Any prospective investor in the Notes or the Residual Certificates, including a U.S. or non-U.S. bank or a subsidiary or other affiliate thereof, should consult with its own legal advisers regarding such matters and other effects of the Volcker Rule. See the section entitled "*Risk Factors – Legal Risks and Regulatory Risks – Effects of the Volcker Rule on the Issuer*".

ERISA Considerations in respect of the Notes

The Notes (and any interest therein) may not be purchased or held by, or on behalf of, any "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 thereto, or any "plan" as defined in Section 4975(e)(1) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), to which Section 4975 of the Code applies, or by any person any of the assets of which are, or are deemed for purposes of ERISA or Section 4975 of the Code to be, assets of such an "employee benefit plan" or a "plan", or by any governmental, church or non-U.S. plan which is subject to any federal, state, local or non-U.S. law or regulation that is substantially similar to the prohibited transaction provisions of Section 406 of ERISA or Section 4975 of the Code ("**Similar Law**"), and each purchaser of the Notes (or any interest therein) will be deemed to have represented, warranted and agreed that it is not, and for so long as it holds the Notes (or any interest therein) will not be, such an "employee benefit plan", "plan", person or governmental, church or non-U.S. plan subject to Similar Law.

Distribution of the Notes

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"), or the securities laws of any state or other jurisdiction of the United States and, accordingly, the Notes may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in reliance on an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and any applicable securities laws of any state or other jurisdiction of the United States. The Notes are being offered and sold outside the United States in an offshore transaction to persons other than U.S. persons in reliance on Regulation S under the Securities Act ("**Regulation S**"). The Issuer is not, and will not be, registered as an investment company under the U.S. Investment Company Act of 1940, as amended (the "**Investment Company Act**"). For a description of certain further restrictions on offers, sales and transfers of Notes in this Prospectus, see the section entitled "*Transfer Restrictions and Investor Representations*".

Residual Certificates	In addition to the Notes, the Issuer will issue the Residual Certificates to the Seller on the Closing Date. The Residual Certificates represent the right to receive deferred consideration for the purchase of the Portfolio (consisting of the RC1 Payments and the RC2 Payments). See the section entitled "*Terms* and Conditions of the Residual Certificates" for further details.
Significant Investor	On the Closing Date, Lendco will purchase 5 per cent. of the aggregate principal amount of each of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes. On the Closing Date, the Issuer will issue the Residual Certificates to the Seller.

The Notes have not been approved or disapproved by the United States Securities and Exchange Commission (the "SEC") or any other securities commission or other regulatory authority in the United States, nor have any of the foregoing authorities approved this Prospectus or confirmed the accuracy or determined the adequacy of the information contained in this Prospectus. Any representation to the contrary is unlawful.

THE "*RISK FACTORS*" SECTION CONTAINS DETAILS OF CERTAIN RISKS AND OTHER FACTORS THAT SHOULD BE GIVEN PARTICULAR CONSIDERATION BEFORE INVESTING IN THE NOTES AND/OR THE RESIDUAL CERTIFICATES. PROSPECTIVE INVESTORS SHOULD BE AWARE OF THE ISSUES SUMMARISED IN THE SECTION.

IMPORTANT INFORMATION

THE NOTES AND THE RESIDUAL CERTIFICATES WILL BE OBLIGATIONS OF THE ISSUER ONLY. NEITHER THE NOTES NOR THE RESIDUAL CERTIFICATES WILL BE OBLIGATIONS OF, OR THE RESPONSIBILITY OF, OR GUARANTEED BY, ANY PERSON OTHER THAN THE ISSUER. IN PARTICULAR, NEITHER THE NOTES NOR THE RESIDUAL CERTIFICATES WILL BE OBLIGATIONS OF, OR THE RESPONSIBILITY OF, OR GUARANTEED BY, ANY OF THE SELLER, THE SWAP PROVIDER, THE ARRANGER, THE JOINT LEAD MANAGERS, THE SERVICER, THE LIQUIDITY FACILITY PROVIDER, THE CASH MANAGER, THE BACK-UP SERVICING FACILITATOR, THE ISSUER ACCOUNT BANK, HOLDINGS, THE CORPORATE SERVICES PROVIDER, THE PRINCIPAL PAYING AGENT, THE AGENT BANK, THE REGISTRAR, THE NOTE TRUSTEE, THE SECURITY TRUSTEE (EACH AS DEFINED HEREIN), ANY COMPANY IN THE SAME GROUP OF COMPANIES AS ANY SUCH ENTITIES OR ANY OTHER PARTY TO THE TRANSACTION DOCUMENTS (TOGETHER, THE "RELEVANT PARTIES"). NO LIABILITY WHATSOEVER IN RESPECT OF ANY FAILURE BY THE ISSUER TO PAY ANY AMOUNT DUE UNDER THE NOTES OR THE RESIDUAL CERTIFICATES SHALL BE ACCEPTED BY ANY OF THE RELEVANT PARTIES OR BY ANY PERSON OTHER THAN THE ISSUER.

The Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class X1 Notes and the Class X2 Notes will each be represented on issue by a global note certificate in registered form (a "**Global Note**"). The Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class X1 Notes and the Class X2 Notes may be issued in definitive registered form under certain circumstances.

The RC1 Residual Certificates and the RC2 Residual Certificates will each be represented on issue by a global residual certificate in registered form (a "**Global Residual Certificate**"). The RC1 Residual Certificates and the RC2 Residual Certificates may be issued in definitive registered form under certain circumstances.

THE DISTRIBUTION OF THIS PROSPECTUS AND THE OFFERING OF THE NOTES AND THE RESIDUAL CERTIFICATES IN CERTAIN JURISDICTIONS MAY BE RESTRICTED BY LAW. NO REPRESENTATION IS MADE BY THE ISSUER OR BY ANY RELEVANT PARTY THAT THIS PROSPECTUS MAY BE LAWFULLY DISTRIBUTED, OR THAT THE NOTES OR RESIDUAL CERTIFICATES MAY BE LAWFULLY OFFERED, IN COMPLIANCE WITH ANY APPLICABLE REGISTRATION OR OTHER REQUIREMENTS IN ANY SUCH JURISDICTION, OR PURSUANT TO AN EXEMPTION AVAILABLE THEREUNDER, AND NONE OF THEM ASSUMES ANY RESPONSIBILITY FOR FACILITATING ANY SUCH DISTRIBUTION OR OFFERING. IN PARTICULAR, SAVE FOR OBTAINING THE APPROVAL OF THIS PROSPECTUS AS A PROSPECTUS FOR THE PURPOSES OF THE PRM BY THE FINANCIAL CONDUCT AUTHORITY, NO ACTION HAS BEEN OR WILL BE TAKEN BY THE ISSUER OR BY ANY RELEVANT PARTY WHICH WOULD PERMIT A PUBLIC OFFERING OF THE NOTES OR THE RESIDUAL CERTIFICATES OR DISTRIBUTION OF THIS PROSPECTUS IN ANY JURISDICTION WHERE ACTION FOR THAT PURPOSE IS REQUIRED. ACCORDINGLY, NEITHER THE NOTES NOR THE RESIDUAL CERTIFICATES MAY BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, AND NEITHER THIS PROSPECTUS NOR ANY ADVERTISEMENT OR OTHER OFFERING MATERIAL MAY BE DISTRIBUTED OR PUBLISHED, IN ANY JURISDICTION, EXCEPT UNDER CIRCUMSTANCES THAT WILL RESULT IN COMPLIANCE WITH ANY APPLICABLE LAWS AND REGULATIONS. PERSONS INTO WHOSE POSSESSION THIS PROSPECTUS COMES ARE REQUIRED BY THE SELLER, THE ISSUER, THE ARRANGER AND THE JOINT LEAD MANAGERS TO INFORM THEMSELVES ABOUT, AND TO OBSERVE, ANY SUCH RESTRICTIONS.

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND THEREFORE MAY NOT

BE OFFERED, SOLD OR DELIVERED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT ("**REGULATION S**")) ("**U.S. PERSONS**") EXCEPT IN RELIANCE ON AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND ANY APPLICABLE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. ACCORDINGLY, THE NOTES ARE BEING OFFERED AND SOLD OUTSIDE THE UNITED STATES IN AN OFFSHORE TRANSCTION TO PERSONS OTHER THAN U.S. PERSONS IN RELIANCE ON REGULATION S UNDER THE SECURITIES ACT. FOR A DESCRIPTION OF CERTAIN RESTRICTIONS ON RESALES OR TRANSFERS, SEE "*TRANSFER RESTRICTIONS AND INVESTOR REPRESENTATIONS*".

THE SELLER, AS SPONSOR UNDER THE U.S. RISK RETENTION RULES, DOES NOT INTEND TO RETAIN AT LEAST 5 PER CENT. OF THE CREDIT RISK OF THE SECURITIZED ASSETS FOR PURPOSES OF COMPLIANCE WITH THE FINAL RULES PROMULGATED UNDER SECTION 15G OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED (THE "**U.S. RISK RETENTION RULES**"), BUT RATHER INTENDS TO RELY ON AN EXEMPTION PROVIDED FOR IN SECTION 20 OF THE U.S. RISK RETENTION RULES REGARDING NON-U.S. TRANSACTIONS. EXCEPT WITH THE PRIOR WRITTEN CONSENT OF THE SELLER (A "**U.S. RISK RETENTION CONSENT**") AND WHERE SUCH SALE FALLS WITHIN THE EXEMPTION PROVIDED BY SECTION 20 OF THE U.S. RISK RETENTION RULES, THE NOTES AND THE RESIDUAL CERTIFICATES OFFERED AND SOLD BY THE ISSUER MAY NOT BE PURCHASED BY, OR FOR THE ACCOUNT OR BENEFIT OF, ANY "U.S. PERSON" AS DEFINED IN THE U.S. RISK RETENTION RULES ("**RISK RETENTION U.S. PERSONS**"). PROSPECTIVE INVESTORS SHOULD NOTE THAT THE DEFINITION OF "U.S. PERSON" IN THE U.S. RISK RETENTION RULES IS SUBSTANTIALLY SIMILAR TO, BUT NOT IDENTICAL TO, THE DEFINITION OF "U.S. PERSON" IN REGULATION S. EACH PURCHASER OF THE NOTES AND THE RESIDUAL CERTIFICATES OR A BENEFICIAL INTEREST THEREIN ACQUIRED IN THE INITIAL SYNDICATION OF THE NOTES AND THE RESIDUAL CERTIFICATES BY ITS ACQUISITION OF THE NOTES OR THE RESIDUAL CERTIFICATES OR IN EACH CASE A BENEFICIAL INTEREST THEREIN, WILL BE DEEMED TO HAVE MADE CERTAIN REPRESENTATIONS AND AGREEMENTS, INCLUDING THAT IT (1) EITHER (i) IS NOT A RISK RETENTION U.S. PERSON OR (ii) HAS OBTAINED A U.S. RISK RETENTION CONSENT FROM THE SELLER, (2) IS ACQUIRING SUCH NOTE OR RESIDUAL CERTIFICATE OR A BENEFICIAL INTEREST THEREIN FOR ITS OWN ACCOUNT AND NOT WITH A VIEW TO DISTRIBUTE SUCH NOTE OR RESIDUAL CERTIFICATE, AND (3) IS NOT ACQUIRING SUCH NOTE OR RESIDUAL CERTIFICATE OR A BENEFICIAL INTEREST THEREIN AS PART OF A SCHEME TO EVADE THE REQUIREMENTS OF THE U.S. RISK RETENTION RULES (INCLUDING ACQUIRING SUCH NOTE OR RESIDUAL CERTIFICATE THROUGH A NON-RISK RETENTION U.S. PERSON, RATHER THAN A RISK RETENTION U.S. PERSON, AS PART OF A SCHEME TO EVADE THE 10 PER CENT. RISK RETENTION U.S. PERSON LIMITATION IN THE EXEMPTION PROVIDED FOR IN SECTION 20 OF THE U.S. RISK RETENTION RULES). ANY RISK RETENTION U.S. PERSON THAT IS A PROSPECTIVE INVESTOR IN THE NOTES OR THE RESIDUAL CERTIFICATES MUST INFORM THE SELLER AND THE JOINT LEAD MANAGERS THAT IT IS A RISK RETENTION U.S. PERSON.

There is no undertaking to register the Notes and Residual Certificates under the securities laws of any state or other jurisdiction of the United States. Until 40 days after the later of the commencement of the offering of the Notes and the Closing Date, an offer or sale of the Notes within the United States by any dealer (whether or not participating in this offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in reliance on an exemption from the registration requirements of the Securities Act.

Each initial and subsequent purchaser of the Notes or Residual Certificates will be deemed by its acceptance of such Notes or Residual Certificates to have made certain acknowledgements, representations and agreements intended to restrict the resale or other transfer of the Notes or Residual Certificates as set out in the Subscription Agreement and described in this Prospectus and, in connection therewith, may be required to

provide confirmation of its compliance with such resale and other transfer restrictions in certain cases. See "*Transfer Restrictions and Investor Representations*".

None of the Issuer nor any Relevant Party makes any representation to any prospective investor or purchaser of the Notes or Residual Certificates regarding the legality of investment therein by such prospective investor or purchaser under applicable legal investment or similar laws or regulations.

The Issuer accepts responsibility for the information contained in this Prospectus. To the best of its knowledge, the information contained in this Prospectus is in accordance with the facts and the Prospectus does not omit anything likely to affect the import of such information. 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.

Lendco accepts responsibility for the information set out in the sections entitled "*The Seller and the Risk Retainer*", "*The Loans*" and "*Characteristics of the Provisional Portfolio*". To the best of the knowledge of Lendco, the information contained in the section referred to in this paragraph is in accordance with the facts and does not omit anything likely to affect the import of such information.

None of the Arranger or the Joint Lead Managers are responsible for any obligation of Lendco or the Issuer for compliance with the requirements (including existing or ongoing reporting requirements) of FCA Transparency Rules or Article 7 of the EU Securitisation Regulation or any corresponding national measures which may be relevant.

The Servicer accepts responsibility for the information set out in the section entitled "*Servicer*". To the best of the knowledge of the Servicer, the information contained in the section referred to in this paragraph is in accordance with the facts and does not omit anything likely to affect the import of such information.

Each of the Agent Bank, the Principal Paying Agent, the Cash Manager and the Issuer Account Bank accepts responsibility for the information set out in the section entitled "*The Agent Bank, the Principal Paying Agent, the Cash Manager and the Issuer Account Bank*". To the best of the knowledge of the Agent Bank, the Principal Paying Agent, the Cash Manager and the Issuer Account Bank the information contained in the section referred to in this paragraph is in accordance with the facts and does not omit anything likely to affect the import of such information.

Each of the Note Trustee and the Security Trustee accepts responsibility for the information set out in the section entitled "*The Note Trustee and Security Trustee*". To the best of the knowledge of the Note Trustee and the Security Trustee, the information contained in the section referred to in this paragraph is in accordance with the facts and does not omit anything likely to affect the import of such information.

The Swap Provider accepts responsibility for the information set out in the section entitled "*The Swap Provider*". To the best of the knowledge of the Swap Provider, the information contained in the section referred to in this paragraph is in accordance with the facts and does not omit anything likely to affect the import of such information.

Each of the Corporate Services Provider and the Back-Up Servicing Facilitator accepts responsibility for the information set out in the section entitled "*The Corporate Services Provider and Back-Up Servicing Facilitator*". To the best of the knowledge of the Corporate Services Provider and the Back-Up Servicing Facilitator, the information contained in the section referred to in this paragraph is in accordance with the facts and does not omit anything likely to affect the import of such information.

The Liquidity Facility Provider accepts responsibility for the information set out in the section entitled "*The Liquidity Facility Provider*". To the best of the knowledge of the Liquidity Facility Provider, the

information contained in the section referred to in this paragraph is in accordance with the facts and does not omit anything likely to affect the import of such information.

No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by Lendco, the Servicer, the Back-Up Servicing Facilitator, the Liquidity Facility Provider, the Agent Bank, the Principal Paying Agent, the Cash Manager, the Issuer Account Bank, the Note Trustee, the Security Trustee, the Arranger or Joint Lead Managers, the Swap Provider or the Corporate Services Provider as to the accuracy or completeness of any information contained in this Prospectus (other than in the sections referred to above and not specifically excluded therein) or any other information supplied in connection with the Notes or their distribution.

None of the Arranger nor the Joint Lead Managers provides any assurance that the securitisation transaction described in this Prospectus does or will continue to qualify as a UK STS securitisation under the UK Securitisation Framework as at the date of this Prospectus or at any point in time in the future.

No person is or has been authorised by the Issuer to give any information or to make any representation not contained in or not consistent with this Prospectus or any other information supplied in connection with the Notes or the Residual Certificates and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, Lendco, the Note Trustee, the Security Trustee, the Arranger, the Joint Lead Managers or any of their respective affiliates or advisers.

Neither this Prospectus nor any other information supplied in connection with the Notes or the Residual Certificates (a) is intended to provide the basis of any credit or other evaluation or (b) should be considered as a recommendation by the Issuer, Lendco, the Note Trustee, the Security Trustee, the Arranger or the Joint Lead Managers that any recipient of this Prospectus or any other information supplied in connection with the Notes or Residual Certificates should purchase any Notes or Residual Certificates. Each investor contemplating purchasing any Notes or Residual Certificates should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness of the Issuer. Neither this Prospectus nor any other information supplied in connection with the issue of any Notes or Residual Certificates constitutes an offer or invitation by or on behalf of the Issuer, Lendco, the Note Trustee, the Security Trustee, the Arranger or the Joint Lead Managers to any person to subscribe for or to purchase any Notes or Residual Certificates.

The information on the websites to which this Prospectus or any applicable supplement refers does not form part of this Prospectus or any applicable supplement and has not been scrutinised or approved by the FCA.

Neither the delivery of this Prospectus nor the offering, sale or delivery of any Notes or Residual Certificates shall in any circumstances imply that the information contained in it concerning the Issuer is correct at any time subsequent to its date.

In connection with this new issue of the Notes and Residual Certificates as described in this Prospectus (the "Transaction") NatWest Markets Plc, Lloyds Bank Corporate Markets plc, Merrill Lynch International and Banco Santander, S.A. are acting exclusively for the Issuer. Accordingly, in connection with the Transaction, NatWest Markets Plc, Lloyds Bank Corporate Markets plc, Merrill Lynch International and Banco Santander, S.A. will not be responsible to anyone other than the Issuer for providing the protections afforded to its clients or for the giving of advice in relation to the Transaction. NatWest Markets Plc, Lloyds Bank Corporate Markets plc, Merrill Lynch International and Banco Santander, S.A. will be paid a fee by the Issuer in respect of the placement of the securities.

MIFID II PRODUCT GOVERNANCE/PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET – Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes in the European Economic Area ("**EEA**") has led to the conclusion that: (i)

the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "**MiFID II**"); and (ii) 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 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.

UK MiFIR PRODUCT GOVERNANCE/PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET – Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes in the UK has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**"), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of EUWA ("**UK MiFIR**"); and (ii) 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 the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") 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.

PROHIBITION OF SALES TO EEA RETAIL INVESTORS – 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 in the EEA. For these purposes, a "**retail investor**" means a person who is one (or more) of: (i) a retail client as defined in point (11) of MiFID II; or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Regulation (EU) 2017/1129 (as amended). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Notes are not intended to be offered, sold, distributed or otherwise made available to and should not be offered, sold, distributed or otherwise made available to any retail investor in the UK. For these purposes, a "**retail investor**" means a person who is either one (or both) of the following: (i) not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the Public Offers and Admissions to Trading Regulations 2024. Consequently no disclosure document required by the FCA Product Disclosure Sourcebook ("**DISC**") for offering, selling or distributing the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering, selling or distributing the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024.

RESTRICTIONS OF SALES TO U.S. PERSONS (AS DEFINED IN REGULATION S) – The Notes have not been and will not be registered under the Securities Act or any securities laws of any state or other jurisdiction of the United States and may not be offered or sold in the United States or to, or for the account or the benefit of, U.S. persons as defined in Regulation S under the Securities Act unless an exemption from the registration requirements of the Securities Act is available and in accordance with all applicable securities laws of any state of the United States and any other jurisdiction.

RESTRICTIONS OF SALES TO U.S. PERSONS (AS DEFINED IN THE U.S. RISK RETENTION RULES) – Except with the prior written consent of the Seller (a "**U.S. Risk Retention Consent**") and where

such sale falls within the exemption provided by Section 20 of the final rules promulgated under Section 15G of the Securities Exchange Act of 1934, as amended (the "**U.S. Risk Retention Rules**"), the Notes and the Residual Certificates offered and sold by the Issuer may not be purchased by, or for the account or benefit of, any "U.S. Person" as defined in the U.S. Risk Retention Rules ("**Risk Retention U.S. Persons**"). Prospective investors should note that the definition of "U.S. Person" in the U.S. Risk Retention Rules is substantially similar to, but not identical to, the definition of "U.S. Person" in Regulation S. Each purchaser of the Notes or Residual Certificates, or a beneficial interest therein, acquired in the initial syndication of the Notes and the Residual Certificates, by its acquisition of the Notes and the Residual Certificates or a beneficial interest therein will be deemed to have made certain representations and agreements, including that it (1) either (i) is not a Risk Retention U.S. Person or (ii) it has obtained a U.S. Risk Retention Consent from the Seller, (2) is acquiring such Note or Residual Certificate or a beneficial interest therein for its own account and not with a view to distribute such Note or Residual Certificate, and (3) is not acquiring such Note or Residual Certificate or a beneficial interest therein as part of a scheme to evade the requirements of the U.S. Risk Retention Rules (including acquiring such Note or Residual Certificate through a non-Risk Retention U.S. Person, rather than a Risk Retention U.S. Person, as part of a scheme to evade the 10 per cent. Risk Retention U.S. Person limitation in the exemption provided for in Section 20 of the U.S. Risk Retention Rules).

IMPORTANT INFORMATION RELATING TO THE USE OF THIS PROSPECTUS AND OFFERS OF NOTES GENERALLY

This Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Notes or any Residual Certificates in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Prospectus and the offer or sale of Notes or Residual Certificates may be restricted by law in certain jurisdictions. The Issuer, Lendco, the Note Trustee, the Security Trustee, the Arranger and the Joint Lead Managers do not represent that this Prospectus may be lawfully distributed, or that any Notes or Residual Certificates may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or in reliance on an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer, Lendco, the Note Trustee, the Security Trustee, the Arranger or the Joint Lead Managers which is intended to permit a public offering of any Notes or Residual Certificates or distribution of this Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Notes or Residual Certificates may be offered or sold, directly or indirectly, and neither this Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Prospectus or any Notes or Residual Certificates may come must inform themselves about, and observe, any such restrictions on the distribution of this Prospectus and the offering and sale of Notes or Residual Certificates. In particular, there are restrictions on the distribution of this Prospectus and the offer or sale of Notes or Residual Certificates in the United States, the EEA and the UK; see "*Subscription and Sale*".

CERTAIN DEFINED TERMS AND CONVENTIONS

Capitalised terms which are used but not defined in any particular section of this Prospectus will have the meaning attributed to them in "*Terms and Conditions of the Notes*", "*Terms* and Conditions of the Residual Certificates" or any other section of this Prospectus. In addition, the following terms as used in this Prospectus have the meanings defined below:

In this Prospectus, all references to:

- "**U.S. dollars**", "**U.S.$**" and "**$**" refer to United States dollars;
- "**Sterling**", "**pounds**", "**GBP**" and "**£**" refer to pounds sterling;

- "**euro**" and "**€**" refer to the currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty on the Functioning of the European Union, as amended; and

- "**FCA**" are to the United Kingdom Financial Conduct Authority and all references to the "**PRA**" are to the United Kingdom Prudential Regulation Authority, which together replaced the Financial Services Authority (the "**FSA**") pursuant to the provisions of the UK Financial Services Act 2012 (as amended).

References to a "**billion**" are to a thousand million.

Certain figures and percentages included in this Prospectus have been subject to rounding adjustments; accordingly, figures shown in the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

In this Prospectus, words denoting the singular number only shall include the plural number and vice versa and words denoting one gender shall include the other genders, as the context may require. A defined term in the plural which refers to a number of different items or matters may be used in the singular or plural to refer to any (or any set) of those items or matters.

The information on the websites to which this Prospectus refers does not form part of this Prospectus and has not been scrutinised or approved by the FCA.

None of the Arranger nor the Joint Lead Managers has independently verified (i) the information contained herein (ii) any statement, representation, or warranty, or compliance with any covenant, of the Issuer contained in the Notes or the Residual Certificates or any other agreement or document relating to the Notes or Residual Certificates or (iii) the execution, legality, effectiveness, adequacy, genuineness, validity, enforceability or admissibility in evidence of the Notes or Residual Certificates, the Transaction Documents or any other document relating to the Notes. No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Arranger or the Joint Lead Managers as to (a) the accuracy or completeness of the information contained or incorporated by reference in this Prospectus or any other information provided by the Issuer in connection with this Prospectus or (b) the execution, legality, effectiveness, adequacy, genuineness, validity, enforceability or admissibility in evidence of the Notes or Residual Certificates, the Transaction Documents or any other document relating to the Notes or Residual Certificates.

The Arranger and the Joint Lead Managers do not accept any responsibility for the compliance of the Issuer, the Seller or any other Transaction party with requirements of the UK Securitisation Framework or the EU Securitisation Regulation.

The Notes and Residual Certificates are complex financial instruments. A prospective investor should not invest in the Notes or Residual Certificates unless it has the expertise (either alone or with a financial adviser) to evaluate how the Notes or Residual Certificates will perform under changing conditions, the resulting effects on the value of the Notes or Residual Certificates and the impact this investment will have on the prospective investor's overall investment portfolio.

FORWARD-LOOKING STATEMENTS

Certain matters contained herein are forward-looking statements. Such statements appear in a number of places in this Prospectus, including with respect to assumptions on prepayment and certain other characteristics of the Loans, and reflect significant assumptions and subjective judgements by the Issuer that may not prove to be correct. Such 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", "anticipates", "continues", "intends", "plans" or similar terms. Consequently, future results may differ from the Issuer's expectations due to a variety of factors, including (but not limited to) the economic environment and regulatory changes in the

residential mortgage industry in the United Kingdom (including, without limitation, the buy-to-let industry). Moreover, past financial performance should not be considered a reliable indicator of future performance and prospective purchasers of the Notes or Residual Certificates are cautioned that any such statements are not guarantees of performance and involve risks and uncertainties, many of which are beyond the control of the Issuer.

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 they are 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.

None of the Note Trustee, the Security Trustee, the Arranger, the Joint Lead Managers or the Seller has attempted to verify any forward-looking statements or 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 these forward-looking statements or Statistical Information. None of the Issuer, the Note Trustee, the Security Trustee, the Arranger, the Joint Lead Managers or the Seller assumes any obligation to update these forward-looking statements or Statistical Information or to update the reasons for which actual results could differ materially from those anticipated in the forward-looking statements or Statistical Information as applicable.

SUITABILITY OF INVESTMENT

The Notes or the Residual Certificates may not be a suitable investment for all investors. Each potential investor in the Notes or the Residual Certificates must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor may wish to consider, either on its own or with the help of its financial and other professional advisers, whether it:

(a) has sufficient knowledge and experience to make a meaningful evaluation of the Notes or the Residual Certificates, the merits and risks of investing in the Notes or the Residual Certificates and the information contained or incorporated by reference in this Prospectus or any applicable supplement;

(b) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes or the Residual Certificates and the impact the Notes or the Residual Certificates will have on its overall investment portfolio;

(c) has sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes or the Residual Certificates, including Notes where the currency for principal or interest payments is different from the potential investor's currency;

(d) understands thoroughly the terms of the Notes and the Residual Certificates and is familiar with the behaviour of financial markets; and

(e) is able to evaluate possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Legal investment considerations may restrict certain investments. The investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) Notes or the

Residual Certificates are legal investments for it, (2) Notes or the Residual Certificates can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Notes or the Residual Certificates. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes or the Residual Certificates under any applicable risk-based capital or similar rules.

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RISK FACTORS

In purchasing the Notes and the Residual Certificates, investors assume the risk that the Issuer may become insolvent or otherwise be unable to make all payments due in respect of the Notes and the Residual Certificates. There is a wide range of factors which individually or together could result in the Issuer becoming unable to make all payments due. The Issuer has identified in this Prospectus a number of factors which could materially adversely affect its business and ability to make payments due.

An investment in the Notes and the Residual Certificates is only suitable for investors experienced in financial matters who are in a position to fully assess the risks relating to such an investment and who have sufficient financial means to suffer any potential loss stemming therefrom.

The Issuer believes that the material risks inherent in investing in the Notes and the Residual Certificates are described below, but the Issuer may be unable to pay interest, principal or other amounts on or in connection with the Notes and the Residual Certificates for other reasons, and the Issuer does not represent that the statements below regarding the risks of holding the Notes and the Residual Certificates 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 and the Residual Certificates. Prospective investors should also read the detailed information set out elsewhere in this Prospectus and reach their own views prior to making any investment decision.

The purchase of the Notes and the Residual Certificates involves substantial risks and is suitable only for sophisticated investors who have the knowledge and experience in financial and business matters necessary to enable them to evaluate the risks and the merits of an investment in the Notes and the Residual Certificates. Before making an investment decision, prospective purchasers of the Notes and the Residual Certificates should (i) ensure that they understand the nature of the Notes and the Residual Certificates and the extent of their exposure to risk, (ii) consider carefully, in the light of their own financial circumstances and investment objectives (and those of any accounts for which they are acting) and in consultation with such legal, financial, regulatory and tax advisers as they deem appropriate, all the information set out in this Prospectus so as to arrive at their own independent evaluation of the investment and (iii) confirm that an investment in the Notes and the Residual Certificates is fully consistent with their respective financial needs, objectives and any applicable investment restrictions and is suitable for them. The Notes and the Residual Certificates are not a conventional investment and carry various unique investment risks, which prospective investors should understand clearly before investing in them. In particular, an investment in the Notes and the Residual Certificates involves the risk of a partial or total loss of investment.

1. RISKS RELATING TO THE AVAILABILITY OF FUNDS TO MAKE PAYMENTS ON THE NOTES

1.1 The Issuer has a limited set of resources available to make payments on the Notes and the Residual Certificates

The ability of the Issuer to meet (i) its obligations to pay principal and interest on the Notes and amounts due on the Residual Certificates and (ii) its operating and administrative expenses will be dependent upon the receipt by it in full of (a) monies received or recovered on the Loans (whether by way of receipt from the Borrowers under the Loans or payments of principal and interest, or by way of enforcement or disposal of the Loans and their Related Security in the Portfolio), (b) interest income on the Issuer Accounts (other than amounts representing interest earned on any Swap Collateral) and any Authorised Investments (other than any amount of income received in respect of the Swap Collateral), (c) funds available in the Class A and B Liquidity Reserve Fund and/or receipt of funds (if available to be drawn) under the Liquidity Facility Agreement (subject to application in accordance with the relevant Priority of Payments). The Issuer may make a Liquidity Drawing under the Liquidity

Facility Agreement in an amount equal to the lesser of (i) the Available Liquidity Commitment; and (ii) the aggregate of the relevant Class A Liquidity Deficit (after the application of Available Revenue Receipts, Class A and B Liquidity Reserve Fund Release Amounts and any Principal Addition Amounts) on each Interest Payment Date prior to the Class A Redemption Date, provided certain conditions are met (please see the sections entitled "*Credit Structure – Class A and B Liquidity Reserve Fund and Class A and B Liquidity Reserve Fund Account*" and "*Credit Structure – Liquidity Facility*") and (d) the net receipts under the Swap Agreement. Other than the foregoing, the Issuer is not expected to have any other funds available to it to meet its obligations under the Notes and the Residual Certificates and/or any other payment obligation of the Issuer under the applicable Priority of Payments.

As of the Optional Redemption Date, the margin applicable to the Notes (other than with respect to the Class X1 Notes and the Class X2 Notes) will be increased. There will, however, be no additional receipts or other sources of funds available to the Issuer as of the Optional Redemption Date, nor is it expected that any of the sources of income available to the Issuer prior to the Optional Redemption Date will be increased. If such funds are insufficient, any such insufficiency will be borne by the Noteholders, the Certificateholders and the other Secured Creditors, subject to the applicable Priority of Payments.

1.2 The Notes and the Residual Certificates will be limited recourse obligations of the Issuer

The Notes and the Residual Certificates will be limited recourse obligations of the Issuer. Other than the sources of funds referred to in the foregoing paragraph, the Issuer is not expected to have any other funds available to it to meet its payment obligations under the Notes and the Residual Certificates. Upon enforcement of the Security by the Security Trustee, if:

(a) there are no Charged Assets remaining which are capable of being realised or otherwise converted into cash;

(b) all amounts available from the Charged Assets have been applied to meet or provide for the relevant obligations specified in, and in accordance with, the provisions of the Deed of Charge; and

(c) there are insufficient amounts available from the Charged Assets to pay in full, in accordance with the provisions of the Deed of Charge, amounts outstanding under the Notes (including payments of principal and interest),

then the Secured Creditors (which include the Noteholders and the Certificateholders) shall have no further claim against the Issuer or its directors, shareholders, officers or successors in respect of any amounts owing to them which remain unpaid (in the case of the Noteholders, principally payments of principal and interest in respect of the Notes, and in the case of Certificateholders, Residual Payments in respect of the Residual Certificates) and such unpaid amounts shall be deemed to be discharged in full and any relevant payment rights shall be extinguished.

1.3 The yield to maturity on the Notes may be affected by, among other things, prepayments made by Borrowers on their Loans

The yield to maturity of the Notes of each Class will depend on, among other things, whether amounts in the Pre-Funding Reserve are applied, in full or at all, and (to the extent there are insufficient funds standing to the credit of the Pre-Funding Reserve for such purpose) any Principal Receipts available to the Issuer up until the Calculation Date immediately prior to the First Interest Payment Date, in the purchase of Additional Mortgage Loans or whether such amounts are applied, on or after the Final Additional Mortgage Loan Purchase Date to repay the Notes early, the amounts and timing of payment of principal and interest (including prepayments, sale proceeds arising on enforcement of a Loan and repurchases of Loans required to be made under the Mortgage Sale Agreement) on the Loans and the

price paid by the holders of the Notes of each class for such Notes. Such yield may be adversely affected by, among other things, a higher or lower than anticipated rate of prepayment on the Loans. Furthermore, if the conditions for the purchase of Permitted Fee Capitalisation Amounts by the Issuer are not met, then the Issuer will not be able to fund the purchase of such Permitted Fee Capitalisation Amounts which may result in Principal Receipts in the form of repurchase proceeds payable by the Seller instead being used to prematurely repay the Notes. Any Loan subject to a Product Switch will remain in the Portfolio unless the Issuer subsequently determines that the relevant Product Switch/Permitted Fee Capitalisation Amount Conditions are not satisfied as at the last day of the calendar month in which such Product Switch is made (subject to a 30 day grace period to remedy such breach), or that any Loan Warranty made with respect to such Loan was materially untrue or determines that the Loan does not meet the Loan Warranties as at the relevant Switch Date. In these circumstances, the Seller will be required to offer to repurchase the relevant Loan and its Related Security from the Issuer. See also the section entitled "*Risks Relating to the Underlying Assets – Additional Mortgage Loans*" and "*Risks relating to the structure – Product Switches and Permitted Fee Capitalisation Amounts*".

On the Closing Date, the Issuer will credit an amount equal to £237,350,700.27 to the Pre-Funding Reserve. Following the Closing Date and prior to the Final Additional Mortgage Loan Purchase Date, the Issuer will only be entitled to apply the Pre-Funding Reserve and (to the extent there are insufficient funds standing to the credit of the Pre-Funding Reserve for such purpose) any Principal Receipts available to the Issuer up until the Calculation Date immediately prior to the First Interest Payment Date to purchase Additional Mortgage Loans which satisfy certain conditions. If the conditions for the purchase of Additional Mortgage Loans by the Issuer are not met prior to the Final Additional Mortgage Loan Purchase Date, then the Issuer will not be able to purchase such Additional Mortgage Loans, or may not be able to purchase Additional Mortgage Loans in an amount so as to fully utilise the Pre-Funding Reserve set aside on the Closing Date or (to the extent there are insufficient funds standing to the credit of the Pre-Funding Reserve for such purpose) utilise any Principal Receipts available to the Issuer up until the Calculation Date immediately prior to the First Interest Payment Date for that purpose. On the Interest Payment Date falling in January 2027 (the "**First Interest Payment Date**"), the Pre-Funding Unused Amount will be applied in accordance with item (a) of the Pre-Enforcement Principal Priority of Payments as *pro rata* repayment of the Collateralised Notes. (For more information, see the section entitled "*The Loans*").

Based on assumed rates of prepayment, the approximate average lives and principal payment windows of each Class of Notes are set out in the section entitled "*Weighted Average Lives of the Notes*". However, the rate of prepayment of the Loans cannot be predicted and is influenced by a wide variety of economic and other factors, including prevailing interest rates, the buoyancy of the finance market, the availability of alternative financing and local and regional economic conditions. Because these and other relevant factors are not within the control of the Issuer, no assurance can be given as to the level of prepayments that the Portfolio will experience. Further, if the Seller is required to repurchase any Loans, the payment received by the Issuer will have the same effect as a prepayment in full of the relevant Loan.

Payments and prepayments of principal on the Loans and any proceeds of repurchased Loans will be applied as Available Principal Receipts in accordance with the Pre-Enforcement Principal Priority of Payments (see "*Cashflows*"). There can be no assurance on whether a Sequential Payment Trigger Event will occur prior to the relevant Calculation Date falling after the Interest Payment Date occurring 9 months (inclusive) after the Closing Date. The rate of any prepayments will affect the yield to maturity on the Notes and their weighted average life. In addition should a Borrower elect, subject to the agreement of the Seller and Servicer, to change the terms of their Loan from an interest only loan to a repayment loan, the Issuer would (subject to satisfaction of the Product Switch/Permitted Fee Capitalisation Amount Conditions) receive principal payments in respect of the relevant Loan earlier than would otherwise be anticipated.

If the Call Option is exercised by the Option Holder, the Issuer will redeem the Notes in full on or following the Optional Redemption Date, which is likely to limit the market value of the Notes. Following the Optional Redemption Date, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period. See the section entitled "*Early Redemption of the Notes*" for more information relating to the Call Option.

2. RISKS RELATING TO THE UNDERLYING ASSETS

2.1 Delinquencies or Default by Borrowers in paying amounts due on their Loans

As noted above, the ability of the Issuer to meet its obligations to pay principal and interest on the Notes is dependent on receipts from the Loans in the Portfolio. As such, if Borrowers make payments on their Loans late, the Issuer may have insufficient funds on any Interest Payment Date to make payments of interest on the Notes. Further, if Borrowers fail to repay some or all of the interest and/or principal due on their Loans and the enforcement procedures fail to realise or recover sufficient funds to discharge all amounts due and owing by the relevant Borrower, the Issuer may have insufficient funds to make payments of interest and/or principal on the Notes.

Borrowers may fail to make payments when due on their Loans for a variety of reasons including, without limitation:

- changes in the local, national or international macroeconomic climate, political developments and government policies such as the ongoing wars between Russia and Ukraine and across the Middle East. The economy of the UK, and each geographic region within the UK is dependent on a different mixture of industries and other factors. Any downturn in the local or national economy or particular industry may adversely affect the regional or national employment levels and consequently the repayment ability of the Borrowers and/or the tenants of Borrowers in that region or nationally, or the region that relies most heavily on that industry. It is not possible to accurately predict the ultimate extent or duration of any such downturn or the impact it could have on the repayment ability of the Borrowers;

- a deterioration in economic conditions in a particular area or region, which may adversely affect the regional employment levels (and consequently the ability of the tenants of Borrowers in that area or region to make payments of rent to such Borrowers) and/or house prices and as a result, the repayment ability of such Borrowers. To the extent that specific geographic regions within the UK have experienced, or may experience in the future, weaker regional economic conditions (due to local, national and/or global macroeconomic factors) and weaker housing markets than other regions in the UK, a concentration of Loans financing Properties in one region may be expected to exacerbate such risks. An overview of the geographical distribution of the Loans in the Provisional Portfolio is set out in the table in the section entitled "*Characteristics of the Provisional Portfolio*";

- any natural disasters or widespread health crises (such as the lasting effects of the global response to the COVID-19 pandemic), government policies in response to such crises or such potential crises (including, but not limited to, COVID-19 (or any strain of the foregoing)) and/or the fear of any such crises in a particular region or nationwide may weaken economic conditions, and negatively impact the ability of the tenants of Borrowers to make payments of such rent to such Borrowers, and may reduce house prices and/or restrict the ability of Borrowers to sell a Property in a timely manner and consequently negatively impact the repayment ability of Borrowers within the United Kingdom;

- an increase in the prevailing market interest rate, which, for those Loans subject to a variable rate of interest, would increase a Borrower's monthly payment. Borrowers may seek to avoid

any increased monthly payments by refinancing such Loans, as to which see the section entitled "*Macroeconomic and Market Risks*";

- decline in property values due to, among other things, to local, national and/or global macroeconomic factors;

- in respect of interest-only loans, the failure of a Borrower to sell the relevant property or refinance the relevant Loan at maturity;

- a Borrower's or a Borrower's tenants' individual, personal or financial circumstances, for example unemployment, loss of earnings, illness (including any illness arising in connection with an epidemic), divorce and other similar factors. If the timing and repayment of the Loans is adversely affected by any of the risks described herein, then payments on the Notes could be reduced and/or delayed and could ultimately result in losses on the Notes; and

- a lack of availability of buyers for a Property and/or a decline in value of a Property, which may affect the ability of a Borrower to sell a Property given as security for a Loan at a price sufficient to repay the amounts outstanding under that Loan.

It should be noted that, as at the date of this Prospectus, the UK continues to experience elevated cost of living pressures following a period of rapid increases in inflation, termed by many as a "cost of living crisis" (the cost of living in the UK having risen at its fastest rate in 30 years). The Bank of England's Monetary Policy Committee has increased the Bank Rate from 0.10 per cent. to 5.25 per cent. since December 2021, and, as at the date of this Prospectus is currently set at 3.75 per cent. Further inflationary pressure may result in further interest rate increases over time. Rises in interest rates and the cost of living may increase the cost of debt borne (including due to rising interest rates) by Borrowers and their tenants, reducing tenants' ability to meet rental obligations and leading to rental voids or arrears. This could impair Borrowers' ability to service their Loans and ultimately lead to losses on the Notes. In addition, increases in interest rates may have an adverse impact on house prices and therefore the value of the Related Security. In response to a deterioration in economic conditions, the UK government may take further austerity measures (for example cuts in public benefits or public sector employment), private businesses may freeze or reduce hiring, make redundancies or reduce hours of work, and self-employed workers may see a reduction in their volume of work and income, each of which may reduce the personal income, business income or rental income received by Borrowers. A reduction in the income received by Borrowers could impact their ability to make payments under the Loans when due and result in losses on the Notes.

Given the unpredictable effect that the factors may have on the local, national or global economy, no assurance can be given as to the impact of any such matters 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. These risks are mitigated to an extent by certain credit enhancement features and liquidity support, as described in the section entitled "*Credit Structure*". However, no assurance can be given as to the effectiveness of such credit enhancement features and liquidity support, or that Noteholders will be protected from all risk of loss and/or delayed payment.

2.2 Payment Holidays may result in a shortfall in interest receipts and/or principal receipts

The Seller may permit suspension of monthly payments other than as a result of a repayment plan or option, in which case the relevant Borrower will pay such interest and any reduced monthly payment as the Seller may require as a condition of the suspension. At the end of the suspension period, subsequent monthly payments must be sufficient to pay off the arrears. To the extent that the Seller (or the Servicer on its behalf) permits Borrowers to suspend monthly payments, this may result in a shortfall in interest receipts and/or principal receipts.

2.3 Seller to initially retain legal title to the Loans and risks relating to set-off

Initially, legal title to the Loans and their Related Security in the Portfolio will be held by the Seller and the sale by the Seller to the Issuer of the Loans and their Related Security takes effect in equity only.

Legal title to the Loans and their Related Security in the Portfolio will remain with the Seller until a Perfection Event occurs, and this presents the following risks:

- a *bona fide* purchaser from the Seller for value of any of such Loans and their Related Security without notice of any of the interests of the Issuer or the Security Trustee might obtain a good title free of any such interest;

- the Issuer or the Security Trustee would not be able to enforce any Borrower's obligations under a Loan or Related Security itself but would have to join the Seller as a party to any legal proceedings. Prior to perfection of legal title, the Issuer will have power of attorney to act in the name of the Seller and the Seller will undertake that it will lend its name to, and take such other steps as may reasonably be required by the Issuer in relation to, any legal proceedings in respect of the relevant Loans and their Related Security; and

- a Borrower may be entitled to exercise certain set-off rights, including equitable set-off rights, which may arise in connection with a transaction connected with a Loan. An equitable right of set-off could arise, for example, where the Seller is in breach of contract under the relevant Loan.

If any of the risks described above were to occur then the realisable value of the Portfolio and/or the ability of the Issuer to make payments under the Notes may be affected.

2.4 The value of the Related Security in respect of the Loans may be affected by, among other things, a decline in the residential property values in the United Kingdom

The value of the Related Security in respect of the Loans may be affected by, among other things, a decline in the residential property values in the United Kingdom or a specific region thereof (as has, in certain cases, happened since the date of origination of the Loans) or downturns in the performance of the United Kingdom economy (due to the local, national and/or global macroeconomic factors) generally, which may in each case have a negative effect on the housing market. In addition, any natural disasters, or widespread health crises (such as a pandemic or epidemic), government policies, action or inaction in response to such crises or such potential crises (including, but not limited to, COVID-19 (or any strain of the foregoing)), and/or the fear of any such crises whether in the United Kingdom or in any other jurisdiction, may lead to a deterioration of economic conditions in the United Kingdom and also globally and may reduce the value of the affected Properties. If the residential property market in the United Kingdom experiences an overall decline in property values, such a decline could in certain circumstances result in the value of the Related Security being significantly reduced and, in the event that the Related Security is required to be enforced, may result in an adverse effect on payments on the Notes.

Borrowers may have insufficient equity in their properties to refinance their Loans with lenders other than the Seller and may (as a result of the circumstances described in the section entitled "*Delinquencies or Default by Borrowers in paying amounts due on their Loans*" or "*Payment Holidays may result in a shortfall in interest receipts and/or principal receipts*" or otherwise) have insufficient resources to pay amounts in respect of their Loans as and when they fall due. This could lead to higher delinquency rates, Defaults and losses which in turn may adversely affect payments on the Notes.

There is a risk that house price growth will continue to accelerate faster than earnings, stretching affordability and leaving households more vulnerable to shocks, such as increases in interest rates that

could ultimately lead to higher loan losses. There is potential for activity and prices to decline should the labour market situation deteriorate, if strains in the financial system re-emerge and impair the flow of credit to the wider economy or other factors (including but not limited to COVID-19 or any strain of the foregoing) cause a deterioration in economic conditions. This risk is particularly relevant to interest-only mortgage loans, such as the Loans comprised in the Portfolio.

2.5 There is no guarantee that the Provisional Portfolio will be the Closing Portfolio

The information in the section entitled "*Characteristics of the Provisional Portfolio*" has been extracted from the systems of the Servicer as at 31 July 2026 (the "**Portfolio Reference Date**") and, where applicable, has been adjusted for the Atlas Funding 2023-1 Loans which will be purchased by the Issuer on the First Additional Mortgage Loan Purchase Date based on the information the Seller has in relation to the Atlas Funding 2023-1 Loans as at the Portfolio Reference Date. The Provisional Portfolio has been selected from a pool of the Seller's Buy-to-Let Loans (including Atlas Funding 2023-1 Loans) using a system containing defined data on each of the qualifying loans. This system allows the setting of exclusion criteria among others corresponding to relevant Loan Warranties that the Seller will make in the Mortgage Sale Agreement in relation to the Loans. Once the criteria have been determined, the system identifies all loans owned by the Seller that are consistent with the criteria. The loans selected for the Provisional Portfolio are representative of the Seller's portfolio of Buy-to-Let Loans (including Atlas Funding 2023-1 Loans) meeting the selection criteria which the Seller holds immediately prior to the sale of the Closing Portfolio. As at the Portfolio Reference Date, the Provisional Portfolio comprised of 924 loans with an aggregate Principal Outstanding Balance of £392,030,895.22, £242,984,542.75 of which was the aggregate Principal Outstanding Balance of the Atlas Funding 2023-1 Loans. The characteristics of the Closing Portfolio will vary from those set out in the tables in this Prospectus as a result of, *inter alia*, inclusion of Loans that meet the Loan Warranties on the Closing Date, repayments and redemptions of loans, the removal of any loans from the Portfolio that do not comply with the Loan Warranties as at the Closing Date and inclusion of the Additional Closing Portfolio Mortgage Loans. Additional Mortgage Loans that are not Atlas Funding 2023-1 Loans do not form part of the Provisional Portfolio. Neither the Seller nor the Servicer has provided any assurance that there will be no material changes in the characteristics of the Closing Portfolio between the Portfolio Reference Date and the Closing Date or the characteristics of the Atlas Funding 2023-1 Loans, between the Portfolio Reference Date and the First Additional Mortgage Loan Purchase Date.

2.6 Risk of Losses Associated with Interest-only Loans

Each Loan in the Portfolio is repayable on an interest-only basis, and as such there is no scheduled amortisation of principal in respect of any of the Loans.

Where a Borrower is only required to pay interest during the term of the Loan, with the principal being repaid in a lump sum at the end of the term, it is generally recommended that Borrowers ensure that some repayment mechanism is put in place to ensure that funds will be available to repay the principal at the end of the term. The Seller does not have and the Issuer shall not have the benefit of any investment policies taken out by Borrowers.

The ability of such Borrower to repay a Loan at maturity will often depend on such Borrower's ability to refinance or sell the Property or to obtain funds from another source such as pension policies, personal equity plans ("**PEPs**"), new individual savings accounts ("**NISAs**") or endowment policies or by selling other assets (including other properties) owned by such Borrower.

However, the only security that exists in relation to a Loan in the Portfolio will be the Mortgage covering the Property. The ability of a Borrower to refinance the Property will be affected by a number of factors, including the value of the Property, the Borrower's equity in the Property, the Borrower's age and employment status, the financial condition and payment history of the Borrower, tax laws and

prevailing general economic conditions. In recent times, mortgage lenders have maintained stricter conditions to the advancing of interest-only loans (and other loans) which are mortgages. The inability of the Borrowers to sell their respective Properties or refinance their respective Loans may ultimately result in a reduction of amounts available to the Issuer and adversely affect its ability to make payments under the Notes.

Borrowers of interest-only loans may not make payment of the premiums due on any relevant investment or life policy taken out in relation to repayment of the relevant interest only mortgages in full or on time, which policies may therefore lapse, and/or no further benefits may accrue thereunder. In certain cases, the policy may be surrendered but not necessarily in return for a cash payment and any cash received by the Borrower may not be applied in paying amounts due under the Loan. Thus the ability of such a Borrower to repay a Loan at maturity without resorting to the sale of the underlying Property depends on such Borrower's responsibility in ensuring that sufficient funds are available from a given source such as pension policies, PEPs, NISAs or endowment policies, as well as the financial condition of the Borrower, tax laws and general economic conditions at the time. If a Borrower cannot repay a Loan and a loss occurs, this may affect repayments on the Notes if the resulting Principal Deficiency Ledger entry cannot be cured from Available Revenue Receipts being applied for such purpose in accordance with the Pre-Enforcement Revenue Priority of Payments.

2.7 Buy-to-Let Loans

All of the Loans in the Portfolio are residential loans intended to be taken out by a Borrower in relation to the purchase or re-mortgage of a Property for residential letting purposes ("**Buy-to-Let Loans**"). The Borrower's ability to service such Loans is likely to depend on the Borrower's ability to lease the relevant Properties on appropriate terms. There can be no assurance that each such Property will be the subject of an existing tenancy when the relevant Loan is acquired by the Issuer or that any tenancy which is granted will subsist throughout the life of the Loan and/or that the rental income from such tenancy will be sufficient (whether or not there is any default of payment in rent) to provide the Borrower with sufficient income to meet the Borrower's interest obligations or principal repayments in respect of the Loan. The Portfolio includes Loans made to both portfolio landlords with multiple mortgaged buy-to-let Properties and smaller-scale landlords with fewer Properties, including single units and HMOs. Portfolio landlords with diversified Property portfolios may be better placed to absorb rental voids or shortfalls on individual Properties through income generated across their wider portfolios, whereas smaller-scale landlords with one or two Properties may have limited or no diversification of rental income and may be more vulnerable to void periods or tenant default on any single Property. Upon enforcement of a Mortgage in respect of a Property which is the subject of an existing tenancy, the Servicer or the Seller may not be able to obtain vacant possession of the Property until the end of the tenancy, in which case the Servicer or the Seller will only be able to sell the Property as an investment property with one or more sitting tenants. This may affect the amount which the Servicer or the Seller could realise upon enforcement of the Mortgage and the sale of the Property. In such a situation, amounts received in rent may not be sufficient to cover all amounts due in respect of the Loan, although the existence of any such tenant paying rent in full on a timely basis may not have an adverse effect on the amount of such realisation. Depending on the remaining term of the tenancy, a tenanted property may be vacated sooner than an owner-occupied property. However, enforcement procedures in relation to such Mortgages include appointing a receiver of rent, in which case such a receiver must collect any rents payable in respect of the Property and apply them accordingly in payment of any interest and arrears accruing under the Loan. See further at the section entitled "*Risks relating to the availability of funds to make payments on the Notes – The yield to maturity on the Notes may be affected by, among other things, prepayments made by Borrowers on their Loans*".

Investors should note that on 11 September 2024 the UK Government introduced the Renters' Rights Bill to the House of Commons and received Royal assent on 27 October 2025 ("**Renters' Rights Act"**).

The Renters' Rights Act removes a landlord's ability to use "no fault" evictions under Section 21 of the Housing Act 1988; gives tenants the ability to challenge above-market rent increases, expands the application of the "Decent Homes Standard" and establishes a landlord redress scheme.

The first phase of reforms converts relevant existing tenancies and all new relevant tenancies into assured periodic tenancies ("**APTs**") and abolish Section 21 "no fault" evictions; this first phase of reform under the Renters' Rights Act has come into force as of 1 May 2026. The Renters' Rights Act's remaining provisions will be brought into force in two further phases. In the second phase from late 2026, the government will introduce a database of PRS properties to bring together key information for landlords, tenants, and councils. The database content will inform tenant choices when entering new tenancies; will help landlords understand their obligations and demonstrate compliance; and will support councils in targeting enforcement. In this phase, the government will establish a Landlord Ombudsman for the PRS to improve dispute resolution, aiming to settle issues between tenants and landlords without costly court proceedings.

Phase three will focus on raising standards through the extension of Awaab's Law (which mandates strict timeframes for UK social landlords to fix serious hazards like damp and mould) and a modernised Decent Homes Standard to the private rented sector. The timescales for implementing these changes will be subject to consultation.

The change of assured shorthold tenancies to APTs may have an adverse impact in particular with regard to private landlords who provide student housing as tenancies currently commonly run in line with the academic year. However, a new ground for possession will enable landlords to terminate student APTs of houses in multiple occupation ("**HMOs**") between 1 June and 30 September inclusive in each year, in a bid to ensure that landlords can obtain possession to re-let to students for the new academic year, provided that certain conditions are met. For existing tenancies, landlords will only be able to rely on this new ground if they provide tenants with a warning notice within one month of the Renters' Rights Act coming into force on 1 May 2026. This new ground for possession cannot be relied upon in the context of non-HMO student lettings – studio apartments and one- or two-bedroom properties let to students will be subject to the new APT regime like other private sector lettings, with no special ground for possession.

As at the date of this Prospectus, the impact of the new legislation is uncertain but may adversely affect the private residential rental market in England and Wales and the ability of individual Borrowers of buy-to-let loans to meet their obligations under those loans.

2.8 Insurance Policies

While the Mortgage Conditions require Borrowers to have buildings insurance for the relevant property, it will be difficult in practice for the Servicer and/or the Issuer to determine whether the relevant Borrower has valid insurance in place at any time. The Seller has assigned the benefit of its Title Indemnity Policies, which will give the Issuer certain protection should the relevant Borrower not have any valid insurance in place. However, no assurance can be given that the Issuer will always receive the benefit of any claims made under any applicable buildings insurance contracts or contingent insurance contracts or that the amounts received in respect of a successful claim will be sufficient to reinstate the affected Property. This could adversely affect the Issuer's ability to make payment of interest and/or principal in respect of the Notes.

2.9 Searches, Investigations and Warranties in Relation to the Loans

The Seller will give certain warranties to each of the Issuer and the Security Trustee regarding the Loans and their Related Security sold to the Issuer on the Closing Date (see the section entitled "*Summary of the Key Transaction Documents – Mortgage Sale Agreement*" for a summary of these).

Neither the Note Trustee, the Security Trustee, the Arranger, the Joint Lead Managers, the Issuer nor any other party has undertaken, or will undertake, any investigations, searches or other actions of any nature whatsoever in respect of any Loan or its Related Security in the Portfolio and each relies instead on the warranties given in the Mortgage Sale Agreement by the Seller. As such, the Loans may be subject to matters which would have been revealed by a full investigation of title and which may have been remedied or, if incapable of remedy, may have resulted in the Related Security not being accepted as security for a Loan had such matters been revealed. The primary remedy of the Issuer against the Seller if any of the warranties made by the Seller is materially breached or proves to be materially untrue as at the Closing Date or, as the case may be, the relevant Testing Date, or the relevant Switch Date, will be to require the Seller to repurchase any relevant Loan and its Related Security in accordance with the repurchase provisions in the Mortgage Sale Agreement. In addition, the Seller will be required to repurchase a loan that is subject to a Product Switch (including any related Permitted Fee Capitalisation Amount capitalised on the loan in connection with the relevant Product Switch) if the relevant Product Switch/Permitted Fee Capitalisation Amount Conditions are not satisfied as at the last day of the calendar month in which such Product Switch is made (the "**Testing Date**") and such breach is not remedied within 30 days of receipt by the Issuer of a notice from the Seller that such Product Switch/Permitted Fee Capitalisation Amount Conditions are not satisfied. However, there can be no assurance that the Seller will have the financial resources to honour such obligations under the Mortgage Sale Agreement. In each case, none of the Issuer, the Security Trustee or the Note Trustee will have recourse to any other person in the event that the Seller, for whatever reason, fails to meet such obligations. Furthermore, although the Seller and the Servicer have undertaken, pursuant to the Mortgage Sale Agreement and Servicing Agreement, to notify the Issuer (and, if applicable, the Servicer) upon becoming aware of a material breach of any Loan Warranty, there shall be no obligation on the part of the Seller or the Servicer to monitor compliance of the Loans with the Loan Warranties following the Closing Date or in the case of any Loan subject to a Product Switch (including a related Permitted Fee Capitalisation Amount), the relevant Testing Date. This may affect the quality of the Loans and their Related Security in the Portfolio and accordingly the ability of the Issuer to make payments due on the Notes.

2.10 Lending Criteria

The Loans have been underwritten generally in accordance with the underwriting standards described in the section entitled "*The Loans – Lending Criteria*". Those underwriting standards consider, among other things, a Borrower's credit history, status, repayment ability, as well as the value of the relevant Property and the value of the related rental stream.

While each Loan was originated by the Seller pursuant to its then applicable underwriting standards, there can also be no assurance that these underwriting standards were applied in all cases or that Loans originated under different criteria have not been included in the Portfolio. The Seller has provided certain warranties in respect of each Loan including that each Loan was originated by the Seller in accordance with the then current Lending Criteria (see the section entitled "*Summary of the Key Transaction Documents – Mortgage Sale Agreement*" for a summary of these).

2.11 Loans are subject to certain legal and regulatory risks

The Loans are subject to certain risks relating to the law and regulation of mortgages in the United Kingdom. No assurance can be given that additional legislative and/or regulatory changes (by any legislative body, the FCA or any other regulatory authority) will not arise with regard to the mortgage market in the United Kingdom generally, the Seller's particular sector in that market or specifically in relation to the Seller. Any such action or developments, including any further changes arising from the FCA's mortgage market review, or the FSMA arising from HM Treasury's proposals to change mortgage regulation or changes in the regulatory structure or the Financial Services Act 2012, or the costs of complying with any such changes may have a material adverse effect on the Loans, the Seller, the Issuer, the Servicer and their respective businesses and operations. This may adversely affect the

Issuer's ability to make payments in full on the Notes when due. Further detail on certain considerations in relation to the regulation of mortgages in the UK is set out in the section entitled "*Information Relating to the Regulation of Mortgages in the UK*" and certain specific risks are set out below:

(a) *Regulation of buy-to-let mortgage loans.* If any of the Loans in the Portfolio are Regulated Mortgage Contracts or are CCA regulated, then breach of the relevant regulations could give rise to a number of consequences (as applicable), including but not limited to: unenforceability of the Loans, interest payable under the Loans being irrecoverable for certain periods of time, or borrowers being entitled to claim damages for losses suffered and being entitled to set off the amount of their claims against the amount owing by the borrower under the Loans, all of which may adversely affect the ability of the Issuer to make payments in full on the Notes when due. Further detail is included in the section entitled "*Information Relating to the Regulation of Mortgages in the UK – Regulation of buy-to-let mortgage loans*".

(b) *Consumer buy-to-let loans.* If any of the Loans in the Portfolio are Consumer Buy-to-Let Loans, then the Seller will be subject to a number of conduct standards. The FCA has supervisory and enforcement powers in respect of such conduct standards. The exercise of such supervisory and enforcement powers by the FCA may adversely affect the Issuer's ability to make payments on the Notes.

(c) *Unfair Relationships.* If a court determined that there was an unfair relationship between the lender and borrowers in respect of any of the Loans and ordered that financial redress was made in respect of such Loans, such redress may adversely affect the ultimate amount received by the Issuer in respect of the relevant Loans, and the realisable value of the Portfolio and/or the ability of the Issuer to make payments under the Notes. Further detail is included in the section entitled "*Information Relating to the Regulation of Mortgages in the UK – Unfair relationships*".

(d) *Distance Marketing.* The Financial Services (Distance Marketing) Regulations 2004 allow, in certain specified circumstances, a borrower to cancel a credit agreement it has entered into with lenders. If a significant portion of the Loans are characterised as being cancellable under these regulations, then there could be an adverse effect on the Issuer's receipts in respect of the Loans, affecting the Issuer's ability to make payments in full on the Notes when due. Further detail is included in the section entitled "*Information Relating to the Regulation of Mortgages in the UK – Distance Marketing*".

(e) *CRA.* The CRA provide that a consumer may, in certain circumstances, challenge a term in an agreement on the basis that it is unfair. The extremely broad and general wording of the CRA makes any assessment of the fairness of terms largely subjective and makes it difficult to predict whether or not a term would be held by a court to be unfair. It is therefore possible that any Loans which have been made to Borrowers covered by the CRA may contain unfair terms which may result in the possible unenforceability of the terms of the underlying loans.

If any term of the Loans is found to be unfair for the purpose of the CRA, this may reduce the amounts available to meet the payments due in respect of the Notes. No assurance can be given that any changes in legislation, guidance or case law on unfair terms will not have a material adverse effect on the Seller, the Issuer and/or the Servicer and their respective businesses and operations. No assurance can be given that any such changes in guidance on the CRA, or reform of the CRA, will not affect the Loans and will not have a material adverse effect on the Issuer's ability to make payments on the Notes. Further detail in relation to the CRA is included in the section entitled "*Information Relating to the Regulation of Mortgages in the UK – Consumer Rights Act 2015*".

(f) *Consumer Protection from Unfair Trading Regulations 2008 and the Digital Markets, Competition and Consumers Act 2024*. The CPUTR prohibits certain practices which are deemed unfair within the terms of the CPUTR. Breach of the CPUTR does not (of itself) render an agreement void or unenforceable, but is a criminal offence punishable by a fine and/or imprisonment. Under the terms of the CPUTR, the possible liabilities for misrepresentation or breach of contract in relation to the underlying credit agreements may result in irrecoverable losses on amounts to which such agreements apply and which may adversely affect the ability of the Issuer to satisfy its obligations under the Notes. From 6 April 2025, the DMCCA has revoked the CPUTR rules and recreated their effect, with some amendments. The new regime has introduced new rules on consumer reviews, drip pricing and consumer vulnerability, new powers to expand the list of automatically unfair practices and a new enforcement regime. The possibility of the new regime having an adverse impact on the Loans cannot be excluded. Further detail in relation to the CPUTR is included in the section entitled "*Information Relating to the Regulation of Mortgages in the UK – Consumer Protection from Unfair Trading Regulations 2008 and the Digital Markets, Competition and Consumers Act 2024*".

(g) *Mortgage repossessions.* The protocols for mortgage repossession and the Mortgage Repossessions (Protection of Tenants etc.) Act 2010 may have adverse effects in relation to the ability of the Seller to repossess properties in markets experiencing above-average levels of possession claims. Delays in the initiation of responsive action in respect of the Loans may result in lower recoveries and may adversely affect the ability of the Issuer to make payments to Noteholders. Further detail is included in the section entitled "*Information Relating to the Regulation of Mortgages in the UK – Mortgage repossession*".

(h) *Financial Ombudsman Service*. Under the FSMA, the Financial Ombudsman Service (the "**Ombudsman**") is required to make decisions on, among other things, complaints relating to activities and transactions under its jurisdiction. The Ombudsman is required to make decisions on the basis of, among other things, the principles of fairness, and may order a money award to a borrower. Given the way the Ombudsman makes its decisions, it is not possible to predict how any future decision of the Ombudsman would affect the ability of the Issuer to make payments to Noteholders. Further detail is included in the section entitled "*Information Relating to the Regulation of Mortgages in the UK – Financial Ombudsman Service*".

(i) *FCA Consumer Duty*. The FCA published final rules on the introduction of a new consumer duty on regulated firms (the "**Consumer Duty**"), which aims to set a higher level of consumer protection in retail financial markets. It is unclear, despite the guidance from the FCA, how the Consumer Duty will operate. If (for example) the obligations relating to fair value or not causing harm are not met in relation to the Portfolio, it could adversely affect the amounts received or recoverable in relation to the Portfolio. This may adversely affect the ability of the Issuer to make payments in full on the Notes when due. Further detail is included in the section entitled "*Information Relating to the Regulation of Mortgages in the UK – Consumer duty*".

(j) *Renting Homes Act.* The Renting Homes Act (which only has effect in Wales) does not contain an equivalent mandatory ground for possession that a lender had under the Housing Act 1988 where a property was subject to a mortgage granted before the beginning of the tenancy and the lender required possession in order to dispose of the property with vacant possession. The Renting Homes Act may result in lower recoveries in relation to buy-to-let mortgage loans over Properties in Wales. Further detail is included in the section entitled "*Information Relating to the Regulation of Mortgages in the UK – The Renting Homes (Wales) Act 2016*".

2.12 Heter Iska Loans may be subject to claims that reduce amounts recoverable by the Issuer

Certain Loans in the Portfolio are Heter Iska Loans advanced to Jewish borrowers sourced indirectly with capital from Jewish persons (the "**Relevant Capital**"). Under a Heter Iska arrangement, the Borrower may submit a claim to the Jewish Orthodox Court of Law (a "**Beth Din**") asserting that the part of the Relevant Capital has been lost ("**Loss of Capital**") or has produced insufficient profit ("**Low Return**"). If such a claim were upheld, the amount recoverable from the Borrower could be reduced though in practice the amounts secured would still likely be recoverable. As at the Portfolio Reference Date, the "Relevant Capital" is no more than approximately 0.1 per cent of 6.89 per cent of the aggregate Principal Outstanding Balance of the Loans in the in the Provisional Portfolio. There is little precedent for rulings by the Beth Din reducing the amounts recoverable and it is not expected that this will have a material impact on recoveries in respect of the Heter Iska Loans.

See the section entitled "*The Loans – Heter Iska Loans*" for further details.

2.13 Additional Mortgage Loans

Additional Mortgage Loans may be sold to the Issuer on each Additional Mortgage Loan Purchase Date. Any Additional Mortgage Loan is required as at the date of its acquisition by the Issuer to comply with the representations and warranties specified in the Mortgage Sale Agreement and the Additional Mortgage Loan Conditions.

There can be no certainty that, following the acquisition of any Additional Mortgage Loans by the Issuer on each Additional Mortgage Loan Purchase Date, the Portfolio will have similar proportions or similar concentration characteristics as set out in the tables in the section entitled "*Characteristics of the Provisional Portfolio*" in relation to the Loans constituting the Closing Portfolio (although certain mitigants in this regard are contained in the criteria relating to the sale of the Additional Mortgage Loans, including the Additional Mortgage Loan Conditions).

Whether or not such loans are sold, the quantity of loans sold and the timing of the sale would affect the amount of Revenue Receipts and/or Principal Receipts received by the Issuer in respect of any such Additional Mortgage Loans which in turn may affect the yield to maturity and weighted average lives of the Notes and the ability of the Issuer to make payments due on the Notes. The Issuer is not expected to purchase Additional Mortgage Loans following the Closing Date other than the Atlas Funding 2023-1 Loans, which will be purchased on the First Additional Mortgage Loan Purchase Date.

3. RISKS RELATING TO THE STRUCTURE

3.1 Deferral of Interest Payments on the Notes

If, on any Interest Payment Date, the Issuer has insufficient funds to make payment in full of all amounts of interest (including any accrued interest thereon) that would otherwise be payable absent the deferral provisions applicable in respect of any Class of Notes after having paid or provided for items of higher priority in the Pre-Enforcement Revenue Priority of Payments, or by means of the application of any Class A and B Liquidity Reserve Fund Release Amounts, Principal Addition Amounts or Liquidity Drawings under the Liquidity Facility Agreement then the Issuer will, unless such Class of Notes is the then Most Senior Class of Notes, be entitled under Condition 17 (*Subordination by Deferral*) to defer payment of that amount (to the extent of the insufficiency) until the following Interest Payment Date or such earlier date on which the relevant Class of Notes becomes due and payable in full in accordance with the Conditions. Any such deferral in accordance with the Conditions will not constitute an Event of Default.

For the avoidance of doubt, no such deferral of interest shall be permitted in relation to the then Most Senior Class of Notes, and failure to pay timely interest on the Most Senior Class of Notes shall

constitute an Event of Default under the Notes which may result in the Security Trustee enforcing the Security.

3.2 Availability of Liquidity Facility

Pursuant to the terms of the Liquidity Facility Agreement, the Issuer will make and apply the drawings under the Liquidity Facility Agreement to meet any Class A Liquidity Deficit as more fully described in the section entitled "*Summary of the Key Transaction Documents – The Liquidity Facility Agreement*". The amount available to be drawn under the Liquidity Facility on any Interest Payment Date may be less than the Issuer would have received had full and timely payments been made in respect of all amounts owing to the Issuer during the related Interest Period. In addition, the Issuer is exposed to the risk of the Liquidity Facility Provider becoming insolvent. In such circumstances, insufficient funds may be available to the Issuer to pay in full interest due on the Notes.

Following the earliest to occur of (i) the LF Cancellation Date and (ii) a Liquidity Facility Event of Default, no more Liquidity Drawings can be made. The amount available for drawdown under the Liquidity Facility as of the Closing Date is £4,345,250.00 and thereafter will decrease as amounts standing to the credit of the Class A and B Liquidity Reserve Fund increase and/or the Principal Amount Outstanding of the Notes decreases, as set out in the section entitled "*Summary of the Key Transaction Documents – The Liquidity Facility Agreement*".

3.3 Subordination of the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class X1 Notes and the Class X2 Notes and the Residual Certificates following a Sequential Payment Trigger Event only

Prior to the occurrence of a Sequential Payment Trigger Event, pursuant to the Priorities of Payments, payments of principal are made on a *pro rata* and *pari passu* basis among the Class A Notes, Class B Notes, Class C Notes, Class D Notes and Class E Notes. Accordingly, there will be no subordination of payments of principal among the relevant Classes of Notes prior to the occurrence of a Sequential Payment Trigger Event. The Sequential Payment Trigger Events are related to the performance of the Portfolio and a Sequential Payment Trigger Event will occur if (i) the aggregate Current Balance of the Loans in the Portfolio which are three months or more in arrears exceeds 1.75% of the aggregate Current Balance of the Loans in the Portfolio, (ii) following the application of the Pre-Enforcement Revenue Priority of Payments on any Interest Payment Date, any debit remains standing to the Class E Principal Deficiency Sub-Ledger; (iii) the relevant Calculation Date falls after the Interest Payment Date occurring 9 months (inclusive) after the Closing Date and (iv) the aggregate Current Balance of the Loans in the Portfolio (excluding any Enforced Loans) is less than 50% of the aggregate Current Balance of the Loans in the Portfolio as at the Closing Date.

On or following a Sequential Payment Trigger Event, pursuant to the Priorities of Payments, certain junior Classes of Notes are subordinated in right of payment to more senior Classes of Notes.

Subject to the distribution of the Pre-Funding Unused Amount on the First Interest Payment Date, the Class A Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of interest and principal at all times, as provided in the Conditions and the Transaction Documents.

Subject to the distribution of the Pre-Funding Unused Amount on the First Interest Payment Date, the Class B Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of interest and principal at all times, but subordinate to the Class A Notes, as provided in the Conditions and the Transaction Documents.

Subject to the distribution of the Pre-Funding Unused Amount on the First Interest Payment Date, the Class C Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation

to payment of interest and principal at all times, but subordinate to the Class A Notes and the Class B Notes, as provided in the Conditions and the Transaction Documents.

Subject to the distribution of the Pre-Funding Unused Amount on the First Interest Payment Date, the Class D Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of interest and principal, but subordinate to the Class A Notes, the Class B Notes and the Class C Notes, as provided in the Conditions and the Transaction Documents.

Subject to the distribution of the Pre-Funding Unused Amount on the First Interest Payment Date, the Class E Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of interest and principal, but subordinate to the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes, as provided in the Conditions and the Transaction Documents.

The Class X1 Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of interest and principal, but subordinate to the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, as provided in the Conditions and the Transaction Documents provided however, that, on each Interest Payment Date, Available Revenue Receipts will be applied towards repayment of principal amounts outstanding on the Class X1 Notes pursuant to the Pre-Enforcement Revenue Priority of Payments.

The Class X2 Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of interest and principal at all times, but subordinate to the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class X1 Notes provided however, that, on each Interest Payment Date, Available Revenue Receipts will be applied towards repayment of principal amounts outstanding on the Class X2 Notes pursuant to the Pre-Enforcement Revenue Priority of Payments.

In addition to the above, payments on the Notes and Residual Certificates are subordinate to payments of certain fees, costs and expenses payable to the other Secured Creditors (including, among others, the Note Trustee, the Security Trustee, the Issuer Account Bank, any Custodian, the Servicer, the Liquidity Facility Provider, the Back-Up Servicing Facilitator, the Cash Manager, the Paying Agents, the Registrar, the Corporate Services Provider, the Swap Provider and the Agent Bank) and certain third parties. For further information on the likely costs payable to such Secured Creditors, please see the section entitled "*Transaction Overview – Fees*".

To the extent that the Issuer does not have sufficient funds to satisfy its obligations to all its creditors, the holders of the lower ranking Notes and the Residual Certificates will be the first to see their claims against the Issuer unfulfilled. However, there is no assurance that these subordination provisions will protect the holders of the more senior classes of Notes (including the Most Senior Class of Notes) from all or any risk of loss.

The priority of the Notes are further set out in the section entitled "*Cashflows – Application of Available Revenue Receipts prior to the service of an Enforcement Notice on the Issuer*" and "*Cashflows – Distributions following the service of an Enforcement Notice on the Issuer*".

There is no assurance that these subordination rules will protect the holders of Notes from all risk of loss.

3.4 Product Switches and Permitted Fee Capitalisation Amounts

A Loan and its Related Security may be required to be repurchased where a Product Switch (including any related Permitted Fee Capitalisation Amount made in connection with the relevant Product Switch) is made in the circumstances and for the consideration set out in the section entitled "*Summary of the Key Transaction Documents – Mortgage Sale Agreement*". There can be no assurance that the Seller will have the financial resources to honour its repurchase obligations under the Mortgage Sale

Agreement. This may affect the quality of the Loans and their Related Security in the Portfolio and accordingly the ability of the Issuer to make payments on the Notes. The yield to maturity of the Notes may be affected by the repurchase of Loans subject to Product Switches and/or Permitted Fee Capitalisation Amounts.

The number of Permitted Fee Capitalisation Amounts and Product Switch requests received by the Seller and/or the Servicer may affect both the timing of principal amounts received by the Issuer from the Borrowers and, as Available Principal Receipts will be used to pay amounts to the Seller in respect of consideration for such Permitted Fee Capitalisation Amounts, the amount of Available Principal Receipts available to meet payments of principal and (in the event of a shortfall) interest on the Notes.

4. RISKS RELATING TO CHANGES TO THE STRUCTURE AND DOCUMENTS

4.1 Meetings of Noteholders and Certificateholders, Modification and Waivers

The Conditions and the Residual Certificates Conditions contain provisions for calling meetings of Noteholders and Certificateholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders and Certificateholders, (including Noteholders and Certificateholders who did not attend and vote at the relevant meeting and Noteholders and Certificateholders who voted in a manner contrary to the majority). Other than in relation to a Basic Terms Modification, which additionally requires an Extraordinary Resolution of the holders of each affected Class or Classes of Notes and/or Residual Certificates then in issue, as applicable, an Extraordinary Resolution of a Class of Notes shall be binding on all other Class of Notes which are subordinate to such Class of Notes in the Post-Enforcement Priority of Payments and on the Residual Certificates, irrespective of the effect upon them. No Extraordinary Resolution of any other Class of Noteholders or of the Certificateholders shall take effect for any purpose while the Most Senior Class remains outstanding unless it shall have been sanctioned by an Extraordinary Resolution of the holders of the Most Senior Class and, in the case of the Residual Certificates, all Notes ranking in priority thereto, or the Note Trustee and/or Security Trustee (acting on the direction of the Note Trustee) is of the opinion it would not be materially prejudicial to the interests of the holders of the Most Senior Class.

The Conditions also provide that the Note Trustee may agree, and may direct the Security Trustee to agree, without the consent of the Noteholders, Certificateholders or the other Secured Creditors (but with the written consent of the Liquidity Facility Provider (prior to the LF Cancellation Date) and the Secured Creditors which are a party to the relevant Transaction Document), to (i) (other than in respect of a Basic Terms Modification) any modification of the Conditions or any of the Transaction Documents which is not, in the opinion of the Note Trustee, materially prejudicial to the interests of the Noteholders of any Class, (ii) (including in relation to a Basic Terms Modification) any modification which, in the Note Trustee's opinion, is of a formal, minor or technical nature or to correct a manifest error. For so long as there are any Notes outstanding, the Note Trustee may, and may direct the Security Trustee to, without the consent of the Noteholders or the other Secured Creditors, if it is of the opinion that such determination, waiver or authorisation will not be materially prejudicial to the interests of the Most Senior Class of Notes determine that an Event of Default shall not, or shall not subject to any specified conditions, be treated as such or waive or authorise any breach or proposed breach of the Conditions or any of the Transaction Documents. See Condition 13 (*Meetings of Noteholders, Modification, Waiver and Substitution*) and Residual Certificates Condition 12 (*Meetings of Certificateholders, Modification, Waiver and Substitution*).

There is no guarantee that any changes made to the Transaction Documents, the Conditions and/or the Residual Certificates Conditions pursuant to the discretions vested in the Note Trustee, as described above, would not be prejudicial to the Noteholders or the Certificateholders.

The Conditions and the Residual Certificates Conditions also specify that certain categories of amendments (including changes to the majorities required to pass resolutions or quorum requirements) would be classified as Basic Terms Modifications. Investors should note that a Basic Terms Modification is required to be sanctioned by an Extraordinary Resolution of the holders of each affected Class or Classes of Notes and/or Residual Certificates then in issue, as applicable, which is or are affected by such Basic Terms Modifications.

Further, the Note Trustee and/or the Security Trustee (as the case may be) may also be obliged, in certain circumstances, to agree to amendments to the Conditions and/or the Transaction Documents for the purpose of (i) complying with, or implementing or reflecting, any change in the criteria of one or more of the Rating Agencies which may be applicable from time to time, (ii) complying with the UK Securitisation Framework and/or the EU Securitisation Regulation, including as a result of the adoption of any secondary legislation or official guidance in relation to the UK Securitisation Framework and/or the EU Securitisation Regulation (including in respect of risk retention), (iii) enabling the Notes to be (or to remain) listed on the Official List and admitted to trading on the main market of the London Stock Exchange, (iv) enabling the Issuer or any of the other Transaction Parties to comply with Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto ("**FATCA**"), (v) complying with, or implementing or reflecting, any changes in the manner in which the Notes are held which will allow compliance with the Bank of England's sterling monetary framework, (vi) any modification to paragraphs (g) and/or (h) of the definition of Perfection Events so long as the Seller delivers a certificate to the Security Trustee certifying that the amendment of such event does not impact the designation as a 'simple, transparent and standardised' securitisation (within the meaning of the UK Securitisation Framework), (vii) complying with any changes in the requirements of the UK CRA Regulation or the EU CRA Regulation after the Closing Date, (viii) changing the base rate on the Notes from SONIA to an Alternative Base Rate (and such other amendments as are necessary or advisable in the reasonable judgment of the Issuer (or the Seller on its behalf) to facilitate such change) to the extent there has been or there is reasonably expected to be a material disruption or cessation to SONIA in accordance with the detailed provisions of Condition 13.6(a)(viii)(A) (*Additional Right of Modification*), (ix) changing the base floating rate that then applies in respect of any Swap Transactions to an alternative base rate as is necessary or advisable in the commercially reasonable judgment of the Issuer (or the Seller on its behalf) and any Swap Provider in respect of the Swap Agreement solely as a consequence of a Base Rate Modification and solely for the purpose of aligning the base rate of the Swap Agreement to the base rate of the Notes following such Base Rate Modification and making any associated amendment or (x) to comply with any requirements which apply to it under the European Market Infrastructure Regulation (EU) No 648/2012 of the European Parliament and Council on OTC derivatives, central counterparties and trade repositories dated 4 July 2012 (including, without limitation, any associated regulatory technical standards and advice, guidance or recommendations from relevant supervisory regulators) as amended by Regulation (EU) No 2019/834 (and as further amended from time to time) ("**EU EMIR**") or the European Market Infrastructure Regulation (EU) No 648/2012 of the European Parliament and Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories as it forms part of English law ("**UK EMIR**") (each a "**Proposed Amendment**"), without the consent of Noteholders, pursuant to and in accordance with the detailed provisions of Condition 13.6 (*Additional Right of Modification*) and Residual Certificates Condition 12.6 (*Additional Right of Modification*).

In relation to any such Proposed Amendment, the Issuer is required to give at least 30 calendar days' notice to the Certificateholders and the Noteholders of each Class of the proposed modification in accordance with Residual Certificates Condition 15 (*Notice to Residual Certificateholders*) and Condition 16 (*Notice to Noteholders*), respectively, and by publication on Bloomberg on the "Company News" screen relating to the Notes. However, Noteholders should be aware that, in relation to each Proposed Amendment, unless Noteholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the Most Senior Class of Notes then outstanding have contacted 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 such notification period notifying the Issuer that such Noteholders do not consent to the modification, the modification will be passed without Noteholder consent.

If Noteholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the Most Senior Class of Notes then outstanding 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 notification period referred to above that they do not consent to the modification, then such modification will not be made unless an Extraordinary Resolution of the holders of the Most Senior Class of Notes then outstanding is passed in favour of such modification in accordance with Condition 13 (*Meetings of Noteholders, Modification, Waiver and Substitution*). See Condition 13 (*Meetings of Noteholders, Modification, Waiver and Substitution*) and Residual Certificates Condition 12 (*Meetings of Certificateholders, Modification, Waiver and Substitution*).

Investors should also be aware that the Seller will, on the Closing Date, purchase the Notes comprising the Retained Interest in order to comply with EU Risk Retention Requirements and UK Risk Retention Requirements. The Seller or its affiliates are under no obligation to consider the interests of other Noteholders when exercising their rights under the Notes comprising the Retained Interest (with respect to not only such Notes but also any other Notes which they may own) and may exercise voting rights in respect of the Notes held by it in a manner that may be prejudicial to other Noteholders.

There can be no assurance that the effect of such modifications to the relevant documents will not adversely affect the interests of the holders of one or more or all Classes of Notes and/or the Certificateholders.

The full requirements in relation to the modifications discussed above are set out in Condition 13.6 (*Additional Right of Modification*) and Residual Certificates Condition 12.6 (*Additional Right of Modification*).

4.2 Swap Provider to consent to Modification and Waivers

Prior consent of the Swap Provider is required in respect of any amendment, modification, variation, supplement, consent or waiver of any of the Transaction Documents where: (A) such amendment, modification, variation, supplement, waiver or consent would adversely affect the Swap Provider's rights or obligations under, or interests in respect of: (I) the Priorities of Payment or the Swap Collateral Account Priority of Payments; (II) the timing or amount of any payments or deliveries due from (x) the Issuer to the Swap Provider or (y) the Swap Provider to the Issuer; (III) the Swap Provider's status as a Secured Creditor or the Swap Provider's rights in relation to 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 Secured Creditors); (IV) any requirement to obtain the Swap Provider's prior consent (written or otherwise) in respect of any matter; (B) such amendment, modification, variation, supplement, waiver or consent relates to Condition 8 (*Redemption*) of the Notes or any additional redemption rights in respect of the Notes and such amendment, modification, variation, supplement, waiver or consent would prejudice the Swap Provider; (C) such amendment, modification, variation, supplement, waiver or consent has the effect that immediately thereafter, the Swap Provider would be required to pay more or receive less if it transferred any Swap Transaction under the Swap Agreement to another person than it would have paid or received prior to such amendment or waiver (in respect of any such amendment, modification, variation, supplement, waiver or consent, the Swap Provider’s consent not to be unreasonably withheld); or (D) such amendment, modification, variation, supplement, waiver or consent is otherwise materially prejudicial to the Swap Provider or its rights, obligations or interests.

There can be no assurance that the effect of such modifications to the relevant documents will not adversely affect the interests of the holders of one or more or all Classes of Notes and/or the Certificateholders.

The full requirements in relation to the modifications discussed above are set out in Condition 13.6 (*Additional Right of Modification*) and Residual Certificates Condition 12.6 (*Additional Right of Modification*).

4.3 The Note Trustee and the Security Trustee are not obliged to act in certain circumstances

Upon the occurrence of an Event of Default, the Note Trustee in its absolute discretion may, and if so directed in writing by the holders of not less than 25 per cent. in aggregate Principal Amount Outstanding (or, in the case of a Class of Residual Certificates, 25 per cent. in number of the holders of such Class then in issue) of the Most Senior Class or if so directed by an Extraordinary Resolution of the holders of the Most Senior Class then outstanding or (in the case of a Class of Residual Certificates) in issue shall (subject, in each case, to being indemnified and/or prefunded and/or secured to its satisfaction), give an Enforcement Notice to the Issuer that all classes of the Notes are immediately due and repayable at their respective Principal Amount Outstanding, together with accrued interest thereon as provided in a trust deed between the Issuer and the Note Trustee (the "**Trust Deed**").

Each of the Note Trustee and the Security Trustee may, at any time, at their absolute 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, the Residual Certificates or the Trust Deed (including the Conditions and the Residual Certificates Conditions) or (in the case of the Security Trustee) the Deed of Charge or (in either case) the other Transaction Documents to which it is a party or in respect of which (in the case of the Security Trustee) it holds security. In respect of and at any time after the service of an Enforcement Notice, the Security Trustee may, at its discretion and without notice, take such steps 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 steps (in the case of the Note Trustee including, but not limited to, the giving of an Enforcement Notice in accordance with Condition 11 (*Events of Default*) or Residual Certificates Condition 10 (*Events of Default*)) unless the Note Trustee shall have been directed, or shall have been directed to direct the Security Trustee, to do so by an Extraordinary Resolution of the holders of the Most Senior Class or directed in writing by the holders of not less than 25 per cent. in aggregate Principal Amount Outstanding (or, in the case of a Class of Residual Certificates, 25 per cent. in number of the holders of such Class then in issue) of the Most Senior Class and the Security Trustee and/or Note Trustee (as applicable) shall have been indemnified and/or secured and/or prefunded to its satisfaction.

If neither the Note Trustee nor the Security Trustee exercises its discretion where it has not been directed as described above, it may adversely affect the ability of the Issuer to make payments on the Notes following the service of an Enforcement Notice.

See further Condition 12 (*Enforcement*) and Residual Certificates Condition 11 (*Enforcement*).

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 which rank in priority to the payments of interest and principal on the Notes.

In relation to the covenant to be given by the Seller to the Issuer and the Security Trustee in the Mortgage Sale Agreement in accordance with the UK Securitisation Framework and the EU Securitisation Regulation regarding the material net economic interest to be retained by the Seller in the securitisation and as to certain requirements to provide investor information in connection

therewith, neither the Note Trustee nor the Security Trustee will be under any obligation to monitor the compliance by the Seller with such covenant and will not be under any obligation to take any action in relation to non-compliance with such covenant (unless otherwise directed to do so in accordance with the Transaction Documents).

5. COUNTERPARTY AND THIRD PARTY RISKS

5.1 The Servicer

Lendco Limited will be appointed by the Issuer as Servicer to service the Loans and their Related Security. If the Servicer breaches the terms of the Servicing Agreement, then (prior to the service of an Enforcement Notice and with the prior written consent of the Security Trustee) the Issuer or (after the service of an Enforcement Notice) the Security Trustee will be entitled to terminate the appointment of the Servicer in accordance with the terms of the Servicing Agreement. If the Servicer's appointment is terminated, the Back-Up Servicing Facilitator shall use best efforts to identify, on behalf of the Issuer, and assist the Issuer in the appointment of a substitute servicer in accordance with the Servicing Agreement.

If a Servicer Termination Event occurs, there can be no assurance that a substitute servicer with sufficient experience of servicing the Loans and their Related Security would be found who would be willing and able to service the Loans and their Related Security on the terms, or substantially similar terms, set out in the Servicing Agreement. Further, it may be that the terms on which a substitute servicer may be appointed are substantially different from those set out in the Servicing Agreement and the terms may be such that the Noteholders may be adversely affected. In addition, as described below, any substitute servicer will be required, *inter alia*, to be authorised under the FSMA in order to service Loans and their Related Security. The ability of a substitute servicer to fully perform the required services would depend, among other things, on the information, software and records available at the time of the appointment. Any delay or inability to appoint a substitute servicer may affect payments on the Loans and hence the Issuer's ability to make payments when due on the Notes.

5.2 Ratings of the Notes

The ratings assigned to the Notes by each of DBRS and Fitch address, *inter alia*, the likelihood of (a) full and timely payment to the holders of the Most Senior Class of Notes (other than the Class X1 Notes and the Class X2 Notes) of all payments of interest on each Interest Payment Date, and (b) full and ultimate payment to the holders of the Notes of principal and (in relation to the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class X1 Notes and the Class X2 Notes while they are not the Most Senior Class of Notes) of interest on or prior to the Final Maturity Date.

The expected ratings of the Notes to be assigned on the Closing Date are set out under the section entitled "*Ratings*". The ratings assigned to the Notes by each Rating Agency have been provided on the basis that funds standing to the credit of the Pre-Funding Reserve Ledger or (to the extent there are insufficient funds standing to the credit of the Pre-Funding Reserve for such purpose) any Principal Receipts available to the Issuer up until the Calculation Date immediately prior to the First Interest Payment Date will be utilised to purchase Additional Mortgage Loans on or after the Closing Date. A rating 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 agency including if, in its judgement, circumstances in the future so warrant (including a reduction in the perceived creditworthiness of third parties, including a reduction in the credit rating of the Swap Provider and/or the Collection Account Bank and/or the Issuer Account Bank). See also "*Rating Agency confirmation in relation to the Notes in respect of certain actions*" below.

At any time, any Rating Agency may revise its relevant rating methodology, with the result that any rating assigned to any Class of the Notes may be withdrawn, lowered or qualified.

Further, rating agencies other than the Rating Agencies could seek to rate the Notes, and if such unsolicited ratings are lower than the comparable ratings assigned to the Notes by the Rating Agencies, those unsolicited ratings could have an adverse effect on the value of any Class of the Notes. For the avoidance of doubt and unless the context otherwise requires, any reference to "**ratings**" or "**rating**" in this Prospectus is to the ratings assigned by the Rating Agencies only. Neither the Issuer nor any other person or entity will have any duty to notify you if any other rating agencies issue, or deliver notice of its intention to issue, unsolicited ratings on one or more Classes of the Notes after the Closing Date.

As highlighted above, the ratings assigned to each class of the Notes by each Rating Agency are based on, among other things, (in the case of DBRS) the COR or the long-term unsecured, unguaranteed and unsubordinated debt ratings of the Issuer Account Bank, the Collection Account Bank and the Swap Provider (as applicable) or (in the case of Fitch) the short-term unsecured, unguaranteed and unsubordinated debt rating and/or the long-term unsecured, unguaranteed and unsubordinated debt rating deposit rating, senior unsecured debt ratings of the Issuer Account Bank, the Collection Account Bank and the Swap Provider (as applicable). In the event one or more of these transaction parties are downgraded below the requisite ratings trigger, there can be no assurance that a replacement to that counterparty will be found which has the ratings required to maintain the then current ratings of the Notes. If a replacement counterparty with the requisite ratings cannot be found, this is likely to have an adverse impact on the rating of the Notes and, as a consequence, the resale price of the Notes in the market and the prima facie eligibility of the Notes for use in certain liquidity schemes established by, *inter alios*, the Bank of England.

5.3 Rating Agency confirmation in relation to the Notes in respect of certain actions

The terms of certain Transaction Documents provide that certain actions to be taken by the Issuer and/or the other parties to the Transaction Documents are contingent on such actions not having an adverse effect on the ratings assigned to the Notes. In such circumstances, the Note Trustee or the Security Trustee may require the Issuer to seek confirmation from the Rating Agencies that this would be the case (such confirmation being a "**Rating Agency Confirmation**"). A Rating Agency Confirmation does not confirm that any proposed action or inaction (i) is permitted by the terms of the Transaction Documents, or (ii) is in the best interests of, or not prejudicial to, the Noteholders of the Notes. No actual or contingent liability is imposed or extended on the Rating Agencies to the Noteholders or other Secured Creditors by providing a Rating Agency Confirmation, nor does it create any legal relationship (by way of contract or otherwise) between the Rating Agencies, the Issuer and the Noteholders or other Secured Creditors. The Note Trustee and/or the Security Trustee may, but is not required to, have regard to any Rating Agency Confirmation. Any such Rating Agency Confirmation may or may not be given at the sole discretion of each Rating Agency. Certain Rating Agencies have indicated that they will no longer provide Rating Agency Confirmations as a matter of policy (including, but not limited to, in respect of the purchase by the Issuer of the Additional Mortgage Loans from the Seller, under which circumstances the Seller may confirm in writing to the Security Trustee (upon which certificate the Security Trustee will be entitled to rely on absolutely and without enquiry or liability) that it has notified such Rating Agency of the proposed purchase and such Rating Agency has not raised any objections thereto).

To the extent that a Rating Agency Confirmation cannot be obtained, whether or not a proposed action will ultimately take place will be determined in accordance with the provisions of the relevant Transaction Documents and specifically the relevant modification and waiver provisions.

Where the Transaction Documents allow the Issuer, the Note Trustee or the Security Trustee to seek a Rating Agency Confirmation and a written request for such Rating Agency Confirmation or response is delivered to each Rating Agency by or on behalf of the Issuer and (i)(A) one Rating Agency (such Rating Agency, a "**Non-Responsive Rating Agency**") indicates that it does not consider such Rating Agency Confirmation or response necessary in the circumstances or that it does not, as a matter of

practice or policy, provide such Rating Agency Confirmation or response, or (B) within 30 days of delivery of such request, no Rating Agency Confirmation or response is received and/or such request elicits no statement by such Rating Agency that such Rating Agency Confirmation or response could not be given, and (ii) one Rating Agency gives such Rating Agency Confirmation or response based on the same facts, then such condition to receive a Rating Agency Confirmation or response from each Rating Agency shall be modified so that there shall be no requirement for the Rating Agency Confirmation or response from the Non-Responsive Rating Agency if the Issuer provides to the Note Trustee and the Security Trustee a certificate signed by two directors certifying and confirming that each of the events in item (i)(A) or (i)(B) and item (ii) above has occurred and the Note Trustee and the Security Trustee shall be entitled to rely on such certificate without further enquiry or liability, the Issuer having sent a written request to each Rating Agency.

If no such Rating Agency Confirmation is forthcoming within 30 days of such a request and two directors of the Issuer have certified the same in writing to the Security Trustee, the Cash Manager and the Note Trustee (an "**Issuer Certificate**"), upon which Issuer Certificate the Note Trustee and the Security Trustee shall be entitled to rely absolutely without liability to any person for so doing, the Note Trustee and the Security Trustee shall be entitled (but not obliged) to assume that such proposed action:

(a) (while any of the Notes remain outstanding) has been notified to the Rating Agencies;

(b) would not adversely impact the Issuer's ability to make payment when due in respect of the Notes;

(c) would not affect the legality, validity and enforceability of any of the Transaction Documents or any Security; and

(d) (while any of the Notes remain outstanding) the then current rating of the relevant Classes of Notes would not be reduced, qualified, adversely affected or withdrawn.

It is agreed and acknowledged by the Note Trustee and the Security Trustee that this does not impose or extend any actual or contingent liability for each of the Rating Agencies to the Security Trustee, the Note Trustee, the Noteholders or any other person or create any legal relations between each of the Rating Agencies and the Security Trustee, the Note Trustee, the Noteholders or any other person, whether by way of contract or otherwise.

Where a Rating Agency Confirmation is a condition to any action or step under any Transaction Document and it is deemed to be modified as a result of a Non-Responsive Rating Agency not having responded to the relevant request from the Issuer within 30 days, there remains a risk that such Non-Responsive Rating Agency may subsequently downgrade, qualify or withdraw the then current ratings of the Notes as a result of the action or step. Such a downgrade, qualification or withdrawal to the then current ratings of the Notes may have an adverse effect on the value of the Notes.

5.4 Issuer Reliance on Other Third Parties

The Issuer is party to contracts with a number of other third parties who have agreed to perform services in relation to the Issuer and/or Notes and/or Residual Certificates. In the event that any of the counterparties to the Transaction Documents were to fail to perform their obligations under the respective agreements to which they are a party (including any failure arising from circumstances beyond their control, such as epidemics, pandemics and natural disasters) and/or are removed or if such a party resigns without a sufficiently experienced substitute or any substitute being appointed in their place promptly thereafter, collections on the Portfolio and/or payments to Noteholders and/or Certificateholders may be disrupted and Noteholders and/or Certificateholders may be adversely affected. A third party may be unable to perform its obligations under the agreements to which it is a party as a result of factors outside of its control, including disruptions due to technical difficulties and

local, national and/or global macroeconomic factors (such as epidemics and pandemics (including COVID-19)) the ultimate extent, duration and impact of which cannot be accurately predicted.

In particular, the Issuer has appointed the Servicer to service the Loans and their Related Security. It should be noted that the aggregate liability of the Servicer in respect of any claim arising out of or in connection with the Servicing Agreement shall (subject to certain exceptions) in any twelve (12) month period not exceed one times the aggregate amount of fees paid and payable to the Servicer during that twelve (12) month period. If the Servicer is liable to the Issuer for any loss as a result of a claim relating to the Servicer's duties or obligations under the Servicing Agreement, any loss over and above the liability cap may be irrecoverable by the Issuer. This may result in less proceeds being available to meet the obligations of the Issuer in respect of the Notes.

Further, if the appointment of the Servicer was to be terminated in accordance with the Servicing Agreement, there can be no assurance that a substitute servicer with sufficient experience of servicing the Loans and their Related Security would be found who would be willing and able to service the Loans and their Related Security on the terms, or substantially similar terms, set out in the Servicing Agreement. Any delay or inability to appoint a substitute servicer may affect payments on the Loans and hence the Issuer's ability to make payments when due on the Notes.

With the increased use of technologies such as the internet and the dependence on computer systems to perform necessary business functions, the Servicer 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, the Servicer and/or other third-party service providers may adversely impact the Servicer's ability to service the Loans. The Servicer 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.

For further details on the arrangements with the Servicer please see the section entitled "*Summary of the Key Transaction Documents – Servicing Agreement*".

5.5 Conflicts of Interest

Certain of the Relevant Parties and their respective affiliates are acting in a number of capacities in connection with the transaction described herein. Those Relevant Parties and any of their respective affiliates acting in such capacities will have only the duties and responsibilities expressly agreed by each such entity in the relevant capacity and will not, by reason of it or any of its affiliates acting in any other capacity, be deemed to have other duties or responsibilities or be deemed to be held to a standard of care other than as expressly provided with respect to each such capacity. In no event shall such Transaction Parties or any of their respective affiliates be deemed to have any fiduciary obligations to any person by reason of their respective affiliates acting in any capacity.

In addition to the interests described in this Prospectus, the Arranger and the Joint Lead Managers and their respective related entities, associates, officers or employees (each a "**Lead Manager Related Person**"):

(a) may, from time to time, be a Noteholder and/or Certificateholder or have other interests with respect to the Notes or Residual Certificates and they may also have interests relating to other arrangements with respect to a Noteholder or a Note, a Certificateholder or a Residual Certificate;

(b) may receive (and will not have to account to any person for) fees, brokerage and commission or other benefits and act as principal with respect to any dealing with respect to any Notes or Residual Certificates;

(c) may purchase all or some of the Notes or the Residual Certificates and resell them in individually negotiated transactions with varying terms;

(d) may be or have been involved in a broad range of transactions including, without limitation, banking, lending, advisory, dealing in financial products, credit derivative and liquidity transactions, investment management, corporate and investment banking and research in various capacities in respect of the Notes, the Residual Certificates, the Issuer or any other Transaction party or any related entity, both on its own account and for the account of other persons. In this regard, as at the Closing Date one of the Joint Lead Managers or one of their affiliates is acting as the Liquidity Facility Provider; and

(e) may have positions in or may have arranged financing in respect of the Notes or the Loans in the Portfolio prior to their transfer to the Issuer and may have provided or may be providing investment banking services and other services to the other Transaction Parties or the Seller. In this regard, prospective investors should note that certain Lead Manager Related Persons have provided financing indirectly to Lendco Limited through certain warehousing vehicles. As such, the proceeds of the issuance of the Notes will be used on or about the Closing Date to refinance such financing by Lendco Limited using a portion of the initial consideration in respect of the Closing Portfolio to purchase the relevant Loans from the relevant warehousing vehicles before on-selling such part of the Closing Portfolio to the Issuer. The warehousing vehicles will ultimately use such funds to repay certain Lead Manager Related Persons. Other than where required in accordance with applicable law, the Lead Manager Related Persons have no obligation to act in any particular manner as a result of their prior indirect involvement with the Portfolio and any information in relation thereto. With respect to the refinancing, each of the Lead Manager Related Persons will act in its own commercial interest.

Prospective investors should be aware that:

(i) each Lead Manager Related Person in the course of its business (including in respect of interests described above) may act independently of any other Lead Manager Related Person or Relevant Party;

(ii) to the maximum extent permitted by applicable law, the duties of each Lead Manager Related Person in respect of the Notes and/or Residual Certificates are limited to the relevant contractual obligations set out in the Transaction Documents (if any) and, in particular, no advisory duty or fiduciary duty is owed to any person. No Lead Manager Related Person shall have any obligation to account to the Issuer, any Relevant Party or any Noteholder for any profit as a result of any other business that it may conduct with either the Issuer or any Relevant Party;

(iii) a Lead Manager Related Person may have or come into possession of information not contained in this Prospectus that may be relevant to any Noteholder or Certificateholder or to any decision by a potential investor to acquire the Notes or Residual Certificates and which may or may not be publicly available to potential investors ("**Relevant Information**");

(iv) to the maximum extent permitted by applicable law, no Lead Manager Related Person is under any obligation to disclose any Relevant Information to any other Lead Manager Related Person, to any Relevant Party or to any potential investor, and this Prospectus and any subsequent conduct by a Lead Manager Related Person should not be construed as implying

that such Lead Manager Related Person is not in possession of such Relevant Information; and

(v) each Lead Manager Related Person may have various potential and actual conflicts of interest arising in the ordinary course of its businesses, including in respect of the interests described above. For example, a Lead Manager Related Person's dealings with respect to a Note and/or a Residual Certificate, the Issuer or a Relevant Party may affect the value of a Note.

These interests may conflict with the interests of a Noteholder or Certificateholder and the Noteholder or Certificateholder may suffer loss as a result. To the maximum extent permitted by applicable law, a Lead Manager Related Person is not restricted from entering into, performing or enforcing its rights in respect of the Transaction Documents, the Notes, the Residual Certificates or the interests described above and may otherwise continue or take steps to further or protect any of those interests and its business, even where to do so may be in conflict with the interests of the Noteholders or the Certificateholders and the Lead Manager Related Persons in so doing act in its own commercial interests and without notice to, and without regard to, the interests of any such person.

5.6 Interest Rate Risk

Certain of the Loans in the Portfolio pay or will pay a fixed rate of interest for an initial period of time, but the Notes pay a rate of interest based on Compounded Daily SONIA, and as such the Issuer is subject to the risk of a mismatch between the two.

To mitigate this risk in respect of the Notes, the Issuer will enter into one or more interest rate swap transactions with the Swap Provider on or around the Closing Date under a Swap Agreement whereby, in respect of each Swap Calculation Period under each Swap Transaction, (i) the Issuer will pay to the Swap Provider an amount equal to the notional amount specified in respect of that Swap Calculation Period under the relevant Swap Transaction multiplied by a fixed rate applicable to that Swap Calculation Period and the relevant day count fraction and (ii) the Swap Provider will pay to the Issuer an amount equal to the notional amount specified in respect of that Swap Calculation Period under that Swap Transaction multiplied by Compounded Daily SONIA (provided that, for the purposes of the Swap Agreement, Compounded Daily SONIA shall be determined on the relevant Swap Floating Rate Determination Date (as defined below) and calculated by the Swap Provider in its capacity as calculation agent under the Swap Agreement) and the relevant day count fraction, although these two payments may be netted against each other.

However, it should be noted that:

- the Swap Provider may default on its obligations to make such payments to the Issuer, which would expose the Issuer to possible variances between the fixed rates payable on the Loans in the Portfolio (which may include, for the avoidance of doubt, any Product Switches which become Fixed Rate Loans) and Compounded Daily SONIA;

- the notional amount of each Swap Transaction will reduce in line with a pre-agreed amortisation profile, which may be different to the actual rate at which the Loans in the Portfolio prepay;

- in respect of each Swap Calculation Period, if the total aggregate notional amount of outstanding Swap Transactions is less than the Principal Amount Outstanding on the Notes, the Issuer would receive less from the Swap Provider than the interest due and payable on the Notes; and

- the fixed rate applicable to the amounts payable by the Issuer is not an exact match of interest rates that the Issuer receives in respect of the Fixed Rate Loans. As such, the amount payable

by the Issuer under the relevant Swap Transactions may exceed the amount that the Issuer receives in respect of the Fixed Rate Loans, which may result in insufficient funds being made available for the Issuer to make payments on the Notes.

Further, upon the occurrence of certain events, a Swap Transaction may be terminated and an Early Termination Amount (as defined in the Swap Agreement) may be payable by the Issuer or the Swap Provider in accordance with the terms of the Swap Agreement to which that Swap Transaction relates. Any such Early Termination Amount (as defined in the Swap Agreement) due by the Issuer (other than (where applicable) in respect of any Hedge Subordinated Amounts), to the extent such Early Termination Amount (as defined in the Swap Agreement) is not satisfied by amounts standing to the credit of the relevant Swap Collateral Account in respect of the Swap Provider which are available to meet such Early Termination Amount (as defined in the Swap Agreement) in accordance with the relevant Swap Collateral Account Priority of Payments, will rank in priority to payments in respect of the Notes and may lead to a shortfall in amounts available to make payments on the Notes. In addition, the Issuer and the Swap Provider may, at any time, agree to reduce the Notional Amount of all Swap Transactions (on a *pro rata* basis) under the Swap Agreement in respect of any Swap Calculation Period two Local Business Days (as defined in the Swap Agreement) prior to a Reduction Date (as defined in the Swap Agreement), subject to certain conditions being met. For more information on the exercise of a Partial Swap Unwind see the section entitled "*Credit Structure – Interest Rate Risk for the Notes – Partial Swap Unwind*".

5.7 Change of counterparties

Any parties to the Transaction Documents who receive and hold monies or provide support to the transaction pursuant to the terms of such documents (such as the Issuer Account Bank, the Collection Account Bank and the Swap Provider) are required to satisfy certain criteria in order for them to continue to be a counterparty to the Issuer, including the requirement to hold certain ratings assigned by the Rating Agencies. If the party concerned ceases to satisfy the applicable criteria, then the Issuer may be required to replace that party with another entity which does satisfy the applicable criteria. In these circumstances, the terms agreed with the replacement entity may not be as favourable as those agreed with the original party pursuant to the relevant Transaction Document and the cost to the Issuer may therefore increase. In addition, it may not be possible to find an entity with the ratings prescribed in the relevant Transaction Document who would be willing to act in the role. This may reduce amounts available to the Issuer to make payments of interest and principal on the Notes and/or lead to a downgrade in the ratings of the Notes.

6. MACROECONOMIC AND MARKET RISKS

6.1 Changes or uncertainty in respect of SONIA may affect the value, liquidity and payment of interest under the Loans and/or the Notes

Interest rates and indices which are deemed to be "benchmarks" (including SONIA) are the subject of national and international regulatory guidance and proposals for reform, including Regulation (EU) 2016/1011 (as it forms part of domestic law by virtue of the EUWA) (the "**UK Benchmarks Regulation**"). 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 UK 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 UK Benchmarks Regulation, among other things, (i) requires benchmark administrators to be authorised or registered (or, if non-UK-based, to benefit from an

equivalence decision adopted by the UK) and to comply with extensive requirements in relation to the administration of benchmarks, and (ii) prevents certain uses by UK-supervised entities of benchmarks of administrators that are not authorised or registered (or, if non-UK-based, that do not benefit from an equivalence decision adopted by the UK).

Based on the foregoing, prospective investors should in particular be aware that:

(a) any of these reforms or pressures described above or any other changes to a relevant interest rate benchmark (including SONIA) could affect the level of the published rate, including to cause it to be lower and/or more volatile than it would otherwise be;

(b) under the Mortgage Conditions, unless 3 month Term SONIA is discontinued or otherwise unavailable on the basis specified in the Mortgage Conditions, 3 month Term SONIA is required to be used in the calculation of the rate of interest on any Loan following the expiry of any fixed-rate interest period;

(c) if 3 month Term SONIA is discontinued or is otherwise unavailable, then:

(i) following the expiry of any fixed-rate interest period in respect of any Loan, the rate of interest on such Loan may be determined by reference to any other reference rate selected by the Seller in its absolute discretion under the Mortgage Conditions, although such provisions may not operate as intended depending on (A) whether the unfettered discretion to select the replacement reference rate is unfair and therefore not binding on Borrowers (to the extent that the Borrowers are consumers to whom the Consumer Rights Act 2015 applies), and (B) market circumstances and the availability of rates information at the time; and

(ii) it may impact upon the determination of the rate of interest payable on such Loan, which may impact the availability of revenue receipts and could affect the ability of the Issuer to make payments under the Notes;

(d) while an amendment may be made under Condition 13.6 (*Additional Right of Modification*), to change the SONIA rate on the Notes to an alternative base rate under certain circumstances broadly related to SONIA disruption or discontinuation and subject to certain conditions, there can be no assurance that any such amendment will be made or, if made, that it will (i) fully or effectively mitigate interest rate risks or result in an equivalent methodology for determining the interest rates on the Notes, or (ii) be made prior to any date on which any of the risks described in this risk factor may become relevant; and

(e) if SONIA is discontinued, and whether or not an amendment is made under Condition 13.6 (*Additional Right of Modification*) to change the SONIA rate on the Notes as described in paragraph (d) above, there can be no assurance that the applicable fall-back provisions under the Swap Agreement would operate so as to ensure that the floating rate used to determine payments under any Swap Transaction is the same as that used to determine interest payments under the Notes, or that any such amendment made under Condition 13.6 (*Additional Right of Modification*) would allow the relevant Swap Transactions to fully or effectively mitigate interest rate risk on the Notes. This, in turn, could cause a risk of mismatch of interest and reduced payments on the Notes.

Investors should note the various circumstances under which a Base Rate Modification may be made, which are specified in Condition 13.6 (*Additional Right of Modification*). As noted above, these events broadly relate to SONIA's disruption or discontinuation, but also include, *inter alia*, any public statements by the SONIA administrator or its supervisor to that effect, and a Base Rate Modification may also be made if the Seller (on behalf of the Issuer) reasonably expects any of these events to occur within six months of the proposed effective date of such Base Rate Modification. A Base Rate

Modification may also be made if an alternative means of calculating a SONIA-based base rate is introduced which becomes a standard means of calculating interest for similar transactions. Investors should also note the various options permitted as an Alternative Base Rate as set out in Condition 13.6 (*Additional Right of Modification*), which include, *inter alia*, a base rate utilised in a publicly-listed new issue of sterling-denominated asset backed floating rate notes where the originator of the relevant assets is an affiliate of the Seller, or such other base rate as the Seller (on behalf of the Issuer) reasonably determines. Investors should also note the negative consent requirements in relation to a Base Rate Modification (as to which, see "*Risks relating to changes to the structure and documents – Meetings of Noteholders and Certificateholders, Modification and Waivers*" above).

When implementing any Base Rate Modification, the Note Trustee shall not consider the interests of the Noteholders, any other Secured Creditor or any other person, and shall, subject to Condition 13.6 (*Additional Right of Modification*), act and rely solely and without investigation or liability on any certificate (including, but not limited to, a Base Rate Modification Certificate) or evidence (including, but not limited to, a Rating Agency Confirmation) provided to them by the Issuer or the relevant Transaction Party, as the case may be, pursuant to Condition 13.6 (*Additional Right of Modification*) and shall not be liable to the Noteholders, any other Secured Creditor or any other person for so acting or relying, irrespective of whether any such modification is or may be materially prejudicial to the interests of any such person.

More generally, any of the above matters (including an amendment to change the SONIA rate as described in paragraph (e) above) or any other significant change to the setting or existence of SONIA could affect the ability of the Issuer to meet its obligations under the Notes and/or the Swap Agreement and/or could have a material adverse effect on the value or liquidity of, and the amount payable under, the Notes. Changes in the manner of administration of SONIA could result in an adjustment to the Conditions and the Swap Agreement, early redemption, delisting or other consequences in relation to the Notes. No assurance may be provided that relevant changes will not be made to SONIA or any other relevant benchmark rate and/or that such benchmarks will continue to exist. Investors should consider these matters when making their investment decision with respect to the Notes.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the UK Benchmarks Regulation, or any of the international or national reforms, and the possible application of the benchmark replacement provisions of the Notes in making any investment decision with respect to the Notes.

6.2 Absence of secondary market or lack of liquidity in the secondary market may affect the market value of the Notes

There is currently a limited secondary market for the Notes, and no assurance is provided that an active and liquid secondary market for the Notes will develop further. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. Any investor in the Notes must be prepared to hold their Notes until the Final Maturity Date.

Whilst central bank schemes such as, amongst others, the Bank of England's Sterling Monetary Framework, the Funding for Lending Scheme, the Term Funding Scheme or the European Central Bank's liquidity scheme provide an important source of liquidity in respect of eligible securities, further restrictions in respect of the relevant eligibility criteria for eligible collateral which applies and will apply in future are likely to adversely impact secondary market liquidity for mortgage backed securities in general, regardless of whether the Notes are eligible securities. The Notes may, either upon issue or at any time prior to redemption in full, not satisfy all or any of the requirements for such central bank schemes. Any potential investor in the Notes should make their own conclusions and seek their own advice with respect to whether or not the Notes constitute eligible collateral for such

central bank schemes, including whether and how such eligibility may be impacted by the UK no longer being part of the EU or the EEA.

6.3 Bank of England funding scheme eligibility

Certain investors in the Notes may wish to consider the use of the Notes as eligible securities for the purposes of schemes such as the Bank of England's Discount Window Facility or Sterling Monetary Framework. Recognition of the Notes as eligible securities for the purposes of these schemes will depend upon satisfaction of the eligibility criteria as specified by the Bank of England and at the discretion of the Bank of England. If the Notes do not satisfy such criteria, there is a risk that the Notes will not be eligible collateral under such schemes. The Notes may, either upon issue, or at any time during their life, not satisfy all or any requirements for eligibility and be recognised as eligible collateral for such schemes. Any potential investor in the Notes should make its own determinations and seek its own advice with respect to whether or not the Notes constitute eligible collateral for such schemes, and no assurance can be given that any of the relevant parties have taken any steps to register such collateral.

6.4 Increases in prevailing market interest rates may adversely affect the performance and market value of the Notes

Any increase in interest rates may adversely affect the ability of Borrowers to pay interest or repay principal on their Loans. Borrowers with a Loan subject to a variable rate of interest or a Loan for which the related interest rate adjusts following an initial fixed rate, or low introductory rate, as applicable, may be exposed to increased monthly payments if the related mortgage interest rate adjusts upward (or, in the case of a Loan with an initial fixed rate or low introductory rate, at the end of the relevant fixed or introductory period). This increase in Borrowers' monthly payments, which (in the case of a 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, may ultimately result in higher delinquency rates, Defaults and losses in the future.

Borrowers seeking to avoid increased monthly payments (caused by, for example, the expiry of an initial fixed rate or low introductory rate, or a rise in the related mortgage interest rates) by refinancing their Loans may no longer be able to find available replacement loans at comparably low interest rates. Any decline in housing prices may also leave Borrowers with insufficient equity in their Properties to permit them to refinance. These events, alone or in combination, may contribute to higher delinquency rates, Defaults, slower prepayment speeds and higher losses which could have an adverse effect on the Issuer's ability to make payments under the Notes.

6.5 The market continues to develop in relation to SONIA as a reference rate in the capital markets

Investors should be aware that the market continues to develop in relation to SONIA as a reference rate in the capital markets and its adoption as an alternative to LIBOR. In particular, market participants and relevant working groups are exploring alternative reference rates based on SONIA, including term SONIA reference rates (which seek to measure the market's forward expectation of an average SONIA rate over a designated term). As a result, the market or a significant part thereof may adopt an application of SONIA that differs significantly from that set out in the Conditions and used in relation to Notes that reference a SONIA rate issued under this Prospectus. Interest on Notes which reference a SONIA rate is only capable of being determined at the end of the relevant Observation Period and immediately prior to the relevant Interest Payment Date. It may be difficult for investors in the Notes which reference a SONIA rate to reliably estimate the amount of interest which will be payable on such Notes.

7. LEGAL RISKS AND REGULATORY RISKS

7.1 Regulatory initiatives may have an adverse impact on the regulatory treatment of the Notes

In Europe, the U.S. and elsewhere there is increased political and regulatory scrutiny of the asset backed securities industry. This has resulted in multiple measures for increased regulation which are at various stages of implementation and which may have an adverse impact on the regulatory position of certain investors in securitisation exposures and/or on the incentives for certain investors to hold asset backed securities, and may thereby affect the liquidity of such securities. None of the Issuer, the Joint Lead Managers, the Arranger or the Seller make any representation to any prospective investor or purchaser of the Notes regarding the regulatory treatment of their investment on the Closing Date or at any time in the future.

Such regulatory initiatives could adversely impact the regulatory position of Noteholders and the market value and/or liquidity of the Notes in the secondary market.

7.2 Prudential regulation reforms under Basel or other frameworks may have an adverse impact on the regulatory capital treatment of the Notes

Investors should note in particular that the Basel Committee on Banking Supervision ("**BCBS**") has approved a series of significant changes to the Basel framework for prudential regulation (such changes being referred to by the BCBS as Basel III, and referred to, colloquially, as Basel III in respect of reforms finalised prior to 7 December 2017 and Basel 3.1 or IV in respect of reforms finalised on or following that date). The Basel 3.1 or IV reforms, which include revisions to the credit risk framework in general and the securitisation framework in particular, may result in increased regulatory capital and/or other prudential requirements in respect of securitisation positions. The BCBS continues to work on new policy initiatives. National implementation of the Basel III/3.1/IV reforms may vary those reforms and/or their timing. A number of major jurisdictions are implementing the reforms, or aspects of the reforms, with significant delays relative to the internationally agreed timetable. It should also be noted that changes to prudential requirements have been made for insurance and reinsurance undertakings through participating jurisdiction initiatives, such as the Solvency II frameworks in Europe and the UK, both of which are under review and subject to further reforms. Note that, in summer 2025, the European Commission ("**EC**") published legislative proposals on wide ranging reforms to the prudential and non-prudential regulation of securitisation including proposals on recalibrated regulatory capital and liquidity treatment of securitisation in the banking and (re)insurance sectors ("**EC Proposals**"). The EC Proposals, if adopted, would provide certain securitisations with certain regulatory benefits provided that a prescribed set of conditions (or other applicable requirements) are met (but would result in less beneficial treatment for certain other securitisations). However, the EC Proposals (except for Commission Delegated Regulation (EU) 2026/269 which applies from 30 January 2027 and amends EU Solvency II, Delegated Regulation (EU) 2015/35) do not represent the final position. The proposed reforms will now need to go through the relevant legislative process in the EU before the amendments can be finalised. The Council's and the European Parliament's negotiation positions published in December 2025 and May 2026, respectively, already indicate that in a few areas the co-legislators' approach to certain prudential reforms is not aligned. The timing of the overall legislative process (that is, how quickly a political compromise on the final position will be reached) and whether the EC Proposals will be adopted in full or in part or further amended during the trilogue negotiation and whether any such amendments will benefit the Notes remains to be seen, but it is expected that a political agreement on amendments will be reached before the end of 2026. Investors in the Notes are responsible for analysing their own regulatory position and prudential regulation treatment applicable to the Notes and should consult their own advisers in this respect.

Such reforms could adversely affect the regulatory treatment of the Notes and the market value and/or liquidity of the Notes in the secondary market.

7.3 Non-compliance with the securitisation regulation regimes in the UK and/or the EU, as applicable, may have an adverse impact on the regulatory treatment of the Notes and/or decrease the liquidity of the Notes

The EU Securitisation Regulation applies in general (subject to certain grandfathering) from 1 January 2019 and, from 9 April 2021, the EU Securitisation Regulation applies as amended by Regulation (EU) 2021/557. The EU Securitisation Regulation has direct effect in member states of the EU and, from 1 August 2025, it applies in the non-EU EEA member states (Iceland, Norway and Liechtenstein). However, some legislative measures necessary for the full implementation of the EU Securitisation Regulation regime have not yet been finalised and compliance with certain requirements may be subject to the application of transitional provisions. In addition, further amendments are expected to be introduced to the EU Securitisation Regulation regime as a result of its periodic review. In this regard, it should be noted that the European Commission's proposals in addition to prudential-related securitisation reforms also include proposals on amendments to the EU Securitisation Regulation (the "**EU SR Proposals**"). The EU SR Proposals, among other things, are aimed at potentially reducing the regulatory burden of compliance with the investor due diligence and transparency requirements and include the new mandate for amending the technical standards prescribing the EU reporting templates. However, the parameters for what constitutes a "public" securitisation are proposed to be broadened, potentially capturing all deals with a listing in the EU or deals that are broadly marketed. It is also proposed that all "public" and "private" securitisations are subject to mandatory reporting via an EU-registered securitisation repository. The new mandate on amendments to the technical standards on the EU reporting templates anticipates that "public" securitisations would become subject to a more streamlined and less burdensome reporting regime and that privately negotiated securitisations would be required to prepare only a simple supervisor-focused template and would otherwise be subject to less prescriptive asset-level and investor reporting regime with adjusted application of how and what information must be reported on a securitisation repository to protect confidentiality of the deal data. Further consultations on amendments to the relevant technical standards are expected in due course with the uncertainty remaining as to the application of any transitional or grandfathering provisions. It should also be noted that the EU SR Proposals do not represent the final position and that they will be subject to the inter-institutional trilogue negotiation process before a political agreement is reached on all amendments. Note in this regard that the Council's and the European Parliament's negotiation positions published in December 2025 and May 2026, respectively, already indicate that in a few areas the co-legislators' approach to the EU SR Proposals is not aligned. This includes, for example, certain due diligence matters, the need for redefining what is a "public" or "private" securitisation and certain risk retention-related changes. The timing of the overall legislative process (that is, how quickly a political compromise on the final position will be reached) and whether the EU SR Proposals will be adopted in full or in part or further amended during the trilogue negotiation remains to be seen but it is expected that a political agreement on amendments will be reached before the end of 2026. It is also unclear how and when such reforms may be implemented in the non-EU EEA member states, as it will require additional legislative procedures to be completed first before any amendments become applicable in such member states. No assurances can be made that these reforms (including amendments to any existing technical standards or the development of new ones) will not introduce new risks, new compliance challenges or will benefit the parties to this Transaction and/or the Notes.

Following the UK's withdrawal from the EU at the end of 2020, Regulation (EU) 2017/2402 as it formed part of domestic law of the United Kingdom by virtue of the EUWA (the "**UK Securitisation Regulation**") became applicable in the UK largely mirroring (with some adjustments) the EU Securitisation Regulation as it applied in the EU at the end of 2020. However, from 1 November 2024, the UK Securitisation Regulation regime was revoked and replaced (subject to certain grandfathering and transitional provisions) with a new recast regime introduced under the Financial Services and Markets Act 2000 regime, as amended ("**FSMA**") and related thereto (i) the Securitisation Regulations 2024 (SI 2024/102), as amended ("**2024 UK SR SI**"); as well as (ii) the Securitisation Part of the Prudential Regulation Authority ("**PRA**") Rulebook ("**PRA Securitisation Rules**") and the

securitisation sourcebook ("**SECN**") of the Financial Conduct Authority ("**FCA**") Handbook (together, the "**UK Securitisation Framework**"). The UK Securitisation Framework applies to this Transaction. Also note that on 17 February 2026, the PRA and the FCA published consultations on further changes to their rulebooks, which, among other things, include proposals for further significant simplification of the UK due diligence rules, including those relating to risk retention, credit granting standards, transparency and reporting, verification of STS status and requirements for ongoing due diligence. The HM Treasury is also expected in due course to publish a related statutory instrument with further amendments to the 2024 UK SR SI which is expected to address, among other things, the recast due diligence applicable to occupational pension scheme investors. The timing of entry into force of the proposed changes is still to be confirmed. The PRA refers to the implementation date being in Q2 2027, with the FCA intending to make their final rules in H2 2026 subject to a delayed entry into force until six months after making the final rules. Because of this delay of the implementation date, no transitional or grandfathering provisions are being proposed. Please note that some divergence between EU and UK regimes exists already. While the UK Securitisation Framework brought some alignment with the EU regime, it also introduced new points of divergence. However, the UK regulators' proposals on the second phase of the UK reforms bring significant simplification to the UK due diligence rules that will make some of such divergence less material in practice for non-UK sell side parties that seek to attract relevant UK institutional investors. Therefore, while further divergence between EU and UK regimes is likely, whether such divergence has material impact on the Transaction and/or the Notes will depend on how the ongoing reforms in the EU and the UK will be finalised and implemented.

The UK Securitisation Framework and/or EU Securitisation Regulation requirements will apply to the Notes and/or Residual Certificates. As such, certain European-regulated institutional investors or UK-regulated institutional investors, which include relevant credit institutions, investment firms, authorised alternative investment fund managers, insurance and reinsurance undertakings, certain undertakings for the collective investment of transferable securities (UCITs) and certain regulated pension funds (institutions for occupational retirement provision), are required to comply, as applicable, with certain due diligence requirements prior to holding a securitisation position and on an ongoing basis while holding the position under Article 5 of the EU Securitisation Regulation or the relevant due diligence provisions of the UK Securitisation Framework. Among other things, prior to holding a securitisation position, such institutional investors are required to verify under their respective EU or UK regime certain matters with respect to compliance of the relevant transaction parties with credit granting standards, risk retention and transparency requirements and, on transactions notified as EU STS or UK STS, compliance of that transaction with the EU or UK STS requirements, as applicable.

If an institutional investor in-scope of the EU Securitisation Regulation or the UK Securitisation Framework elects to acquire or holds the Notes having failed to comply with one or more of the due diligence requirements, as applicable to them under their respective EU or UK regime, this may result in the imposition of a penal capital charge on the Notes for institutional investors subject to regulatory capital requirements or a requirement to take a corrective action, in the case of a certain type of regulated fund investors.

Aspects of the requirements of the EU Securitisation Regulation and the UK Securitisation Framework and what is or will be required to demonstrate compliance to national regulators remain unclear. Furthermore, the EU SR Proposals described above, if adopted, will make failure to meet investor due diligence requirements subject to the new and additional administrative and remedial measures, including highly punitive financial sanctions. Prospective investors should therefore make themselves aware of the requirements (including any changes arising as a result of the reforms) applicable to them in their respective jurisdictions and are required to independently assess and determine the sufficiency of the information described in this Prospectus generally for the purposes of complying with such due diligence requirements, as applicable.

Various parties to the securitisation transaction described in this Prospectus (including the Issuer and the Seller) are also subject to the requirements of the UK Securitisation Framework. However some uncertainty remains in relation to the interpretation of some of these requirements and what is or will be required to demonstrate compliance to national regulators. There can be no assurance that the information in this Prospectus or to be made available to investors in accordance with FCA Transparency Rules will be adequate for any prospective institutional investors to comply with their due diligence obligations under the UK Securitisation Framework or the EU Securitisation Regulation.

In addition, various parties to the securitisation transaction described in this Prospectus (including the Issuer) have contractually elected and agreed to comply with the requirements of the EU Securitisation Regulation relating to the risk retention, transparency and reporting as such requirements are interpreted and applied solely on the Closing Date (there is no obligation to comply with any amendments to applicable EU technical standards, guidance or policy statements introduced in relation thereto after the Closing Date).

Non-compliance with the UK Securitisation Framework and/or the EU Securitisation Regulation could adversely affect the regulatory treatment of the Notes and the market value and/or liquidity of the Notes in the secondary market.

Prospective investors in the Notes are responsible for analysing their own regulatory position, and should consult their own advisors in this respect.

7.4 STS Securitisation and related risks

The UK Securitisation Framework (and the UK CRR (as defined below)) includes provisions that implement the revised securitisation framework developed by BCBS (with adjustments) and provides, among other things, for harmonised foundation criteria and procedures applicable to securitisations seeking designation as UK STS securitisation.

The UK STS securitisation designation impacts on the potential ability of the Notes to achieve better or more flexible regulatory treatment from the perspective of the applicable UK regulatory regimes, such as the prudential regulation of UK CRR firms and UK Solvency II firms, and from the perspective of the UK EMIR regime, as to which investors are referred to the section entitled "*Prudential regulation reforms under Basel or other frameworks may have an adverse impact on the regulatory capital treatment of the Notes*".

It is intended that a UK STS Notification will be submitted to the FCA by Lendco, as originator. The UK STS Notification, once notified to the FCA, will be available for download on the FCA STS Register website. Lendco and the Issuer have used the services of PCS UK to carry out the UK STS Verification and to provide additional assessments with regard to the status of the Notes for the purposes of Article 243 of the UK CRR (the "**UK STS Additional Assessments**"). It is expected that the UK STS Verification and the UK STS Additional Assessments prepared by PCS UK will be available on its website at (https://pcsmarket.org/sts-verification-transactions/). For the avoidance of doubt, the website of PCS UK and the contents of that website do not form part of this Prospectus.

However, no assurance can be given that the Notes will, on the Closing Date, be compliant and thereafter remain compliant, because the UK STS Requirements may change over time. In addition, no assurance can be given on how the FCA will interpret and apply the UK STS Requirements or other related regulations such as the Regulation (EU) No. 575/2013 as it forms part of domestic law of the United Kingdom by virtue of the EUWA ("**UK CRR**") as amended by Regulation (EU) 2017/2401 as it forms part of domestic law of the United Kingdom by virtue of the EUWA (the "**UK CRR Amendment Regulation**"), and what is or will be required to demonstrate compliance to national regulators remains unclear, any international or national regulatory guidance may be subject to change

and, therefore, what is or will be required to demonstrate compliance with the UK STS Requirements to national regulators remains unclear.

Institutional investors are required to make their own assessment with regard to compliance of the securitisation with the UK STS Requirements and such investors should be aware that non-compliance with the UK STS Requirements and the change in the UK STS status of the Notes may result in the loss of better regulatory treatment of the Notes under the applicable UK regulatory regime(s), including in the case of prudential regulation, higher capital charges being applied to the Notes and may have a negative effect on the price and liquidity of the Notes in the secondary market. In addition, non-compliance may result in various sanctions and/or remedial measures being imposed on the relevant transaction parties, including the Issuer and the Seller, which may have an impact on the availability of funds to pay the Notes.

It is important to note that the involvement of PCS UK is not mandatory and the responsibility for compliance with the UK Securitisation Framework (or, if applicable, the EU Securitisation Regulation) remains with the relevant institutional investors, originators, sponsors and issuers, as applicable in each case. A UK STS Verification (and/or UK STS Additional Assessments) will not absolve such entities from making their own assessments with respect to the UK Securitisation Framework (or, if applicable the EU Securitisation Regulation) and other relevant regulatory provisions, and a UK STS Verification (and/or UK STS Additional Assessments) cannot be relied on to determine compliance with the foregoing regulations in the absence of such assessments by the relevant entities. Furthermore, a UK STS Verification is not an opinion on the creditworthiness of the relevant Notes nor on the level of risk associated with an investment in the relevant Notes. It is not an indication of the suitability of the relevant Notes for any investor and/or a recommendation to buy, sell or hold Notes. Institutional investors that are subject to the due diligence requirements of the UK Securitisation Framework need to make their own independent assessment and may not solely rely on a UK STS Verification, the UK STS Notification or other disclosed information.

Neither the Arranger, the Joint Lead Managers nor the Note Trustee has or shall have any liability to any prospective investor or any other person for any insufficiency of such information or any non-compliance by any such person with the relevant due diligence and retention rules set out in the UK Securitisation Framework or any other applicable legal, regulatory or other requirements, or has any obligation to provide any further information or take any other steps that may be required by any institutional investor to enable compliance by such person with the requirements of any due diligence and investor requirement or any other applicable legal, regulatory or other requirements.

The transaction does not (and will not) fall within the simple, transparent and standardised regime of the EU Securitisation Regulation.

7.5 Change of Law

The transactions described in this Prospectus and the ratings which are to be assigned to the Notes are based on the relevant law and administrative practice in effect as at the date of this Prospectus, and having regard to the expected tax treatment of all relevant entities under such law and practice. No assurance can be given as to the impact of any possible change to the law (including any change in regulation which may occur without a change in primary legislation) and practice or tax treatment after the date of this 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, it should be noted that regulatory requirements (including any applicable retention, due diligence or disclosure obligations) may be recast or amended and there can be no assurance that any such changes will not adversely affect the compliance position of a transaction described in this Prospectus or of any party under any applicable law or regulation.

A change in law or regulatory requirements could affect the compliance position of the transaction as described in this Prospectus or of any party under any applicable law or regulation and/or could affect the ability of the Issuer to make payments under the Notes.

7.6 Risks relating to the Banking Act 2009

The Banking Act 2009 (the "**Banking Act**") includes provisions for a special resolution regime, pursuant to which specified UK authorities have extended tools to deal with the failure (or likely failure) of certain UK incorporated entities, including (amongst others) authorised deposit-taking institutions and certain investment firms, and powers to take certain resolution actions in respect of third country institutions. In addition, powers may be used in certain circumstances in respect of UK established banking group companies, where such companies are in the same group as a relevant UK or third country institution. Relevant transaction parties for these purposes include the Seller, the Swap Provider, the Issuer Account Bank and the Collection Account Bank.

The tools available under the Banking Act include share and property transfer powers (including powers for partial property transfers), bail-in powers, certain ancillary powers (including powers to modify contractual arrangements in certain circumstances) and special insolvency procedures which may be commenced by the UK authorities. It is possible that the tools described above could be used prior to the point at which an application for insolvency proceedings with respect to a relevant entity could be made and, in certain circumstances, the UK authorities may exercise broad pre-resolution powers in respect of relevant entities with a view to removing impediments to the exercise of the stabilisation tools.

In general, the Banking Act requires the UK authorities to have regard to specified objectives in exercising the powers provided for by the Banking Act. One of the objectives (which is required to be balanced as appropriate with the other specified objectives) refers to the protection and enhancement of the stability of the financial system of the UK. The Banking Act includes provisions related to compensation in respect of instruments and orders made under it. In general, there is considerable uncertainty about the scope of the powers afforded to UK authorities under the Banking Act and how the authorities may choose to exercise them.

If an instrument or order were to be made under the provisions of the Banking Act currently in force in respect of a relevant entity as described above, such action may (among other things) affect the ability of such entity to satisfy its obligations under the Transaction Documents and/or result in the cancellation, modification or conversion of certain unsecured liabilities of such entity under the Transaction Documents or in other modifications to such documents. In particular, modifications may be made pursuant to powers permitting (i) certain trust arrangements to be removed or modified, (ii) contractual arrangements between relevant entities and other parties to be removed, modified or created where considered necessary to enable a transferee in the context of a property or share transfer to operate the transferred business effectively, and (iii) in connection with the modification of an unsecured liability through use of the bail-in tool, the discharge of a relevant entity from further performance of its obligations under a contract. In addition, subject to certain conditions, powers would apply to require a relevant instrument or order (and related events) to be disregarded in determining whether certain widely defined "default events" have occurred (which events may include trigger events included in the Transaction Documents in respect of the relevant entity, including termination events and (in the case of the Seller) trigger events in respect of perfection of legal title to the Loans). As a result, the making of an instrument or order in respect of a relevant entity as described above may affect the ability of the Issuer to meet its obligations in respect of the Notes.

As noted above, the stabilisation tools may be used in respect of certain banking group companies provided certain conditions are met. If the Issuer was regarded to be a banking group company and no exclusion applied, then it would be possible in certain scenarios for the relevant authority to exercise one or more relevant stabilisation tools (including the property transfer powers and/or the

bail-in powers) in respect of it, which could result in reduced amounts being available to make payments in respect of the Notes and/or in the modification, cancellation or conversion of any unsecured portion of the liability of the Issuer under the Notes at the relevant time. In this regard, it should be noted that the UK authorities have provided an exclusion for certain securitisation companies, which exclusion is expected to extend to the Issuer, although aspects of the relevant provisions are not entirely clear.

At present, the UK authorities have not made an instrument or order under the Banking Act in respect of the entities referred to above and there has been no indication that they will make any such instrument or order, but there can be no assurance that this will not change and/or that Noteholders will not be adversely affected by any such instrument or order if made. While there is provision for compensation in certain circumstances under the Banking Act, there can be no assurance that Noteholders would recover compensation promptly and equal to any loss actually incurred.

Lastly, as a result of Directive 2014/59/EU providing for the establishment of an EU-wide framework for the recovery and resolution of credit institutions and investment firms and any relevant national implementing measures, it is possible that an institution with its head office in an EU state and/or certain group companies could be subject to certain resolution actions in that state. Once again, any such action may affect the ability of any relevant entity to satisfy its obligations under the Transaction Documents and there can be no assurance that Noteholders will not be adversely affected as a result.

7.7 Security and insolvency considerations

The Issuer will enter into the Deed of Charge pursuant to which it will grant the Security in respect of certain of its obligations, including its obligations under the Notes (as to which, see "*Summary of the Key Transaction Documents – Deed of Charge*"). If certain insolvency proceedings (including administrations or liquidations) are commenced or certain pre-insolvency events occur in respect of the Issuer, the ability to realise the Security may be delayed and/or the value of the Security impaired.

In particular, it should be noted that significant changes to the UK insolvency regime have been enacted under the Corporate Insolvency and Governance Act 2020 ("**CIGA**"), which received Royal Assent on 25 June 2020 and came into effect on 26 June 2020. The changes include, among other things: (i) the introduction of a new moratorium regime that certain eligible companies can obtain which will prevent creditors taking certain action against the company for a specified period; (ii) a ban on the operation of or exercise of *ipso facto* clauses preventing (subject to exemptions) termination, variation or exercise of other rights under a contract due to a counterparty entering into certain insolvency or restructuring procedures; and (iii) a new compromise or arrangement under Part 26A of the Companies Act 2006 (the "**Restructuring Plan**") that provides for ways of imposing a restructuring on creditors and/or shareholders without their consent (so-called cross-class cram-down procedure), subject to certain conditions being met and with a court adjudicating on the fairness of the restructuring proposal as a whole in determining whether or not to exercise its discretionary power to sanction the Restructuring Plan. While the Issuer is expected to be exempt from the application of the new moratorium regime and the ban on *ipso facto* clauses, there is no guidance on how the new legislation will be interpreted and the Secretary of State may by regulations modify the exceptions. For the purposes of the Restructuring Plan, it should also be noted that there are currently no exemptions, but the Secretary of State may by regulations provide for the exclusion of certain companies providing financial services and the UK government has expressly provided for changes to the Restructuring Plan to be effected through secondary legislation, particularly in relation to the cross-class cram-down procedure. It is therefore possible that aspects of the legislation may change. While the transaction structure is designed to minimise the likelihood of the Issuer becoming insolvent and/or subject to pre-insolvency restructuring proceedings, no assurance can be given that any modification of the exceptions from the application of the new insolvency reforms referred to above will not be detrimental to the interests of the Noteholders and there can be no assurance that the Issuer will not become insolvent and/or the subject of insolvency or pre-insolvency restructuring proceedings and/or

that the Noteholders would not be adversely affected by the application of insolvency laws (including English insolvency laws or the laws affecting the creditors' rights generally).

In addition, it should be noted that, to the extent that the assets of the Issuer are subject only to a floating charge (including any fixed charge recharacterised by the courts as a floating charge), in certain circumstances under the provisions of Sections 174A, 176ZA and 176A of the Insolvency Act 1986, certain floating charge realisations which would otherwise be available to satisfy the claims of secured creditors under the Deed of Charge may be used to satisfy any expenses of the insolvency proceeding, claims of unsecured creditors or creditors who otherwise take priority over floating charge recoveries. While certain of the covenants given by the Issuer in the Transaction Documents are intended to ensure it has no significant creditors other than the secured creditors under the Deed of Charge, it will be a matter of fact as to whether the Issuer has any other such creditors at any time. There can be no assurance that the Noteholders will not be adversely affected by any such reduction in floating charge realisations upon the enforcement of the Security.

In addition, CIGA may impact the ability of the Servicer or the Seller (acting on behalf of the Issuer) to bring proceedings against a Borrower which is a corporate entity or to enforce Mortgages and other Related Security in case of a moratorium (unless the relevant Borrower is a corporate entity which is an ineligible company under CIGA). The inability of the Servicer or the Seller (acting on behalf of the Issuer) to obtain timely and complete payment of debts from Borrowers may in turn have a material adverse effect on the ability of the Issuer to make timely and complete payments under the Notes.

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. In particular, several cases have focused on provisions involving the subordination of a hedging counterparty's payment rights in respect of certain termination payments upon the occurrence of insolvency proceedings or any other default on the part of such counterparty (so-called "**flip clauses**"). Such provisions are similar in effect to the terms which will be included in the Transaction Documents relating to the subordination of Hedge Subordinated Amounts.

The English 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, a subsequent 2016 U.S. Bankruptcy Court decision held that in certain circumstances flip clauses are protected under the U.S. Bankruptcy Code and therefore enforceable in bankruptcy. The 2016 decision was affirmed on 14 March 2018 by the U.S. District Court for the Southern District of New York, which 2018 decision was further affirmed on 11 August 2020 by the U.S. Court of Appeals for the Second Circuit. The implications of this conflict remain unresolved.

If a creditor of the Issuer (such as the Swap Provider) or a related entity becomes subject to insolvency proceedings in any jurisdiction outside England and Wales (including, but not limited to, the U.S.), and it is owed a payment by the Issuer, a question arises as to whether the insolvent creditor or any insolvency official appointed in respect of that creditor could successfully challenge the validity and/or enforceability of subordination provisions included in the English law governed Transaction Documents (such as a provision of the relevant Priorities of Payments which refers to the ranking of the Swap Provider's payment rights in respect of Hedge Subordinated Amounts). In particular, based on the decision of the U.S. Bankruptcy Court referred to above, there is a risk that such subordination provisions would not be upheld under U.S. bankruptcy laws. Such laws may be relevant in certain circumstances with respect to the Swap Provider, notwithstanding that it is a non-U.S. established entity (and/or with respect to any replacement counterparty, depending on certain matters in respect of that entity).

In general, if a subordination provision included in the Transaction Documents was successfully challenged under the insolvency laws of any relevant jurisdiction outside England and Wales and any relevant foreign judgment or order was recognised by the English 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 and that the Transaction Documents will include terms providing for the subordination of Hedge Subordinated Amounts, there is a risk that the final outcome of the dispute in such judgments (including any recognition action by the English courts) may result in negative rating pressure in respect of the Notes. If any rating assigned to the Notes is lowered, the market value of the Notes may reduce.

7.8 Liquidation expenses

Prior to the House of Lords' decision in the case of *Re Leyland Daf* [2004] UKHL 9 ("**Re Leyland Daf**"), the general position was that, in a liquidation of a company, the liquidation expenses ranked ahead of unsecured debts and floating chargees' claims. *Re Leyland Daf* reversed this position so that liquidation expenses could no longer be recouped out of assets subject to a floating charge. However, Section 176ZA of the Insolvency Act 1986, which came into force on 6 April 2008, effectively reversed by statute the House of Lords' decision in *Re Leyland Daf.* As a result costs and expenses of liquidation will be payable out of floating charge assets in priority to the claims of the floating charge-holder. In respect of certain litigation expenses of the liquidator only, this is subject to the approval of the amount of such expenses by the floating charge-holder (or, in certain circumstances, the court) pursuant to rules 4.218A to 4.218E of the Insolvency Rules 1986. In general, the reversal of *Re Leyland Daf* applies in respect of all liquidations commenced on or after 6 April 2008.

Therefore, floating charge realisations upon the enforcement of the floating charge security to be granted by the Issuer which would otherwise have been available to the Secured Creditors would be reduced by the amount of all, or a significant proportion of, any liquidation expenses which could have an adverse effect on the ability of the Issuer to make payments in respect of the Notes.

7.9 Fixed charges may take effect under English law as floating charges

The law in England and Wales relating to the characterisation of fixed charges is unsettled. The fixed charges purported to be granted by the Issuer (other than by way of assignment) may take effect under English law as floating charges only if, for example, it is determined that the Security Trustee does not exert sufficient control over the Charged Assets. If the charges take effect as floating charges instead of fixed charges, then, as a matter of law, certain claims would have priority over the claims of the Security Trustee in respect of the floating charge assets.

The interest of the Secured Creditors in property and assets over which there is a floating charge will rank behind the expenses of any administration or liquidator and the claims of certain preferential creditors on enforcement of the Security. Section 251 of the Enterprise Act 2002 abolishes Crown Preference in relation to all insolvencies (and thus reduces the categories of preferential debts that are to be paid in priority to debts due to the holder of a floating charge) but Section 176A of the Insolvency Act 1986 requires a "prescribed part" (up to a maximum amount of £600,000 (in respect of floating charges created prior to 6 April 2020) or £800,000 (in respect of floating charges created on or after 6 April 2020, as a result of the application of the Insolvency Act 1986 (Prescribed Part) (Amendment) Order 2020)) of the floating charge realisations available for distribution to be set aside to satisfy the claims of unsecured creditors. This means that the expenses of any administration, the claims of preferential creditors and the beneficiaries of the prescribed part will be paid out of the proceeds of enforcement of the floating charge ahead of amounts due to Noteholders. The prescribed part will not

be relevant to property subject to a valid fixed security interest or to a situation in which there are no unsecured creditors.

7.10 Impact of EMIR on the Swap Agreement

UK EMIR came into force on 1 January 2021. UK EMIR and EU EMIR (each as amended from time to time) prescribe a number of regulatory requirements for counterparties to derivatives contracts including (i) a mandatory clearing obligation for certain classes of "over the counter" ("**OTC**") derivative contracts (the "**Clearing Obligation**"), (ii) a margin posting obligation and a daily valuation obligation for OTC derivatives contracts not subject to clearing (the "**Collateral Obligation**"), (iii) other risk-mitigation techniques for OTC derivatives contracts not cleared by a central counterparty, and (iv) certain reporting requirements (the "**Reporting Obligation**") and record-keeping requirements.

Under UK EMIR and EU EMIR, counterparties can be classified as (a) financial counterparties ("**FCs**") (which includes a sub-category of small FCs), and (b) non-financial counterparties. The latter classification is further split into: (i) non-financial counterparties whose positions, together with the positions of all other non-financial counterparties in its "group" (as defined in UK EMIR), in OTC derivatives (excluding hedging positions) exceed a specified clearing threshold ("**NFC+**"); and (ii) non-financial counterparties below the clearing threshold ("**NFC-**"). Whereas FCs and NFC+ entities may be subject to the Clearing Obligation or, to the extent that any Swap Transactions are not subject to clearing, to the margin posting obligation and the daily valuation obligation under the Collateral Obligation, such obligations do not apply in respect of UK NFC- entities. In addition, in respect of the Reporting Obligation, UK FCs are solely responsible and legally liable for reporting the details of OTC derivative contracts concluded with NFC-s on behalf of both counterparties as well as for ensuring the correctness of the reported details (known as "mandatory reporting"). Note 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 any such UK EMIR reforms is yet to be confirmed.

On the basis that the Issuer currently has the counterparty status of NFC- for the purposes of UK EMIR and a third country equivalent to an NFC- (a "**TCE NFC-**") for the purposes of EU EMIR, neither the Clearing Obligation nor the Collateral Obligation should apply to it. If the Issuer's counterparty status as an NFC- changes to an NFC+ or FC for the purposes of UK EMIR and/or to a third country equivalent to a FC or NFC+ (a "**TCE FC**" or a "**TCE NFC+**", respectively) for the purposes of EU EMIR, then certain Swap Transactions may become subject to the Clearing Obligation or to the margin posting obligation and daily valuation obligation under the Collateral Obligation. In this regard, it should be noted that it is not clear that each Swap Transaction under the Swap Agreement would be a relevant type of OTC derivative contract that would be subject to the relevant Clearing Obligation under UK EMIR or EU EMIR. Certain other risk mitigation requirements may also apply in a different way (for example, the portfolio reconciliation requirement may increase in frequency). In respect of the Reporting Obligation, "mandatory reporting" would also cease to apply which means that the Issuer would be legally liable and responsible for their own reporting obligations under UK EMIR (although this requirement can be delegated).

Prospective investors should note that there is some uncertainty with respect to the ability of the Issuer to comply with the Clearing Obligation and the daily valuation obligation under the Collateral Obligation, certain risk mitigation requirements and the Reporting Obligation if they were to be applicable, which may (i) lead to regulatory sanctions, (ii) adversely affect the ability of the Issuer to continue to be party to the Swap Agreement (possibly resulting in a restructuring or termination of the Swap Transactions), and/or (iii) 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 Swap Transactions of any future reforms to UK EMIR.

The Issuer will be required to continually comply with UK EMIR while it is party to any interest rate swaps 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. Subject to receipt by the Note Trustee and the Security Trustee of a certificate from (a) the Issuer signed by two directors, or (b) the Servicer on behalf of the Issuer, in each case, certifying to the Note Trustee and the Security Trustee that the amendments requested by the Issuer are to be made solely for the purpose of enabling the Issuer to satisfy its requirements under UK EMIR and/or EU EMIR, the Note Trustee, with the written consent of the Secured Creditors which are a party to the relevant Transaction Documents shall, without the consent or sanction of the Noteholders, the Certificateholders or any of the other Secured Creditors, agree to (or direct the Security Trustee to agree to) any modification to the Transaction Documents, the Conditions and/or the Residual Certificates Conditions that are requested in writing by the Issuer (acting in its own discretion or at the direction of any transaction party) in order to enable the Issuer to comply with any requirements which apply to it under UK EMIR and/or EU EMIR (as applicable). The Conditions of the Notes and the Residual Certificates Condition require this to be done irrespective of whether such modifications are (i) materially prejudicial to the interests of the Noteholders of any Class of Notes or Residual Certificates or any other Secured Creditor, or (ii) in respect of a Basic Terms Modification. Neither the Note Trustee nor the Security Trustee shall be obliged to agree to any modification if it would have the effect of exposing the Note Trustee and/or the Security Trustee to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or increasing the obligations or duties, or decreasing rights or the protections of the Note Trustee and/or the Security Trustee in the Transaction Documents and/or the Conditions of the Notes.

In respect of UK EMIR, it should be noted that, given the intention to seek the UK STS designation for the Notes, should the status of the Issuer change to an NFC+ or FC, another exemption from the Clearing Obligation and a partial exemption from the collateral exchange obligation may be available for the Swap Transactions, provided the applicable conditions are satisfied.

7.11 Effects of the Volcker Rule on the Issuer

Section 13 of the U.S. Bank Holding Company Act of 1956, as amended (the "**BHC Act** "), as implemented by final regulations (together known as the "**Volcker Rule**") generally prohibits "banking entities" (defined broadly to include U.S. banks, bank holding companies and non-U.S. banking organisations that are subject to the BHC Act, in each case, 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 transactions with a "covered fund" for which the banking entity or an Affiliate acts as investment manager, investment adviser, commodity trading adviser, or sponsor, such as, among others, loans and other types of extensions of credit, guarantees, letters of credit and derivative transactions giving rise to "credit exposure" to a covered fund, in each case, subject to certain exemptions and exclusions. A "covered fund" is defined broadly in the Volcker Rule and includes, among other things, any issuer which would be an "investment company" (as defined under Section 3 of the Investment Company Act) but is exempt from registration therefrom solely in reliance on either Section 3(c)(1) or 3(c)(7) of the Investment Company Act. The Issuer has not registered, and the Issuer believes it is not necessary for it to register, with the U.S. Securities and Exchange Commission as an investment company pursuant to the Investment Company Act in reliance on the exemptions afforded by Section 3(c)(5)(C) thereunder, although other exemptions or exclusions may be applicable. Investors that are "banking entities" should carefully review the Volcker Rule and conduct their own analysis, in consultation with their legal advisers, to determine whether the Issuer is a "covered fund" and whether the Notes constitute "ownership interests" for the purposes of the Volcker Rule. Each investor is responsible for analysing its own regulatory position as to the potential impact of the Volcker Rule,

and none of the Issuer, the Arranger or the Joint Lead Managers makes any representation to any prospective investor or purchaser of the Notes regarding the treatment of the Issuer or the Notes under the Volcker Rule, or to such investor's investment in the Notes at any time in the future.

Any prospective investor in the Notes or the Residual Certificates, including a U.S. or non-U.S. bank or a subsidiary or other affiliate thereof, should consult with its own legal advisers regarding such matters and other effects of the Volcker Rule.

The general effects of the Volcker Rule remain uncertain. There is limited interpretive guidance regarding the Volcker Rule. Regulators in the United States may promulgate further regulatory changes. No assurance can be given as to the impact of such changes on the Notes, and prospective investors should be aware that the Volcker Rule's prohibitions and lack of interpretive guidance could negatively impact the liquidity and value of the Notes.

7.12 U.S. Risk Retention Requirements

Section 941 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 amended the Exchange Act to generally require the "securitizer" of a "securitization transaction" to retain at least 5 per cent. of the "credit risk" of "securitized assets", as such terms are defined for the purposes of that statute, and generally prohibit a securitizer from directly or indirectly eliminating or reducing its credit exposure by hedging or otherwise transferring the credit risk that the securitizer is required to retain. The U.S. Risk Retention Rules came into effect on 24 December 2015 with respect to residential mortgage-backed securitizations. The U.S. Risk Retention Rules provide that the securitizer of an asset backed securitization is its sponsor. The U.S. Risk Retention Rules also provide for certain exemptions from the risk retention obligation that they generally impose.

The Seller, as the sponsor under the U.S. Risk Retention Rules, does not intend to retain at least 5 per cent. of the credit risk of the securitized assets for purposes of compliance with the U.S. Risk Retention Rules, but rather intends to rely on an exemption provided for in Section 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions. Such non-U.S. transactions must meet certain requirements, including that (1) the transaction is not required to be and is not registered under the Securities Act; (2) no more than 10 per cent. of the dollar value (or equivalent amount in the currency in which the "**ABS interests**" (as defined in Section 2 of the U.S. Risk Retention Rules) are issued) of all classes of ABS interests issued in the securitization transaction are sold or transferred to, or for the account or benefit of, U.S. persons (as defined in the U.S. Risk Retention Rules, "**Risk Retention U.S. Persons**"); (3) neither the sponsor nor the issuer of the securitization transaction is organised under U.S. law or is a branch located in the United States of a non-U.S. entity; and (4) no more than 25 per cent. of the underlying collateral was acquired from a majority-owned affiliate or branch of the sponsor or issuer organised or located in the United States.

Prior to any Notes and the Residual Certificates which are offered and sold by the Issuer being purchased by, or for the account or benefit of, any Risk Retention U.S. Person, the purchaser of such Notes and Residual Certificates must first disclose to the Joint Lead Managers that it is a Risk Retention U.S. Person and obtain the written consent of the Seller in the form of a U.S. Risk Retention Consent. Prospective investors should note that the definition of "U.S. person" in the U.S. Risk Retention Rules is substantially similar to, but not identical to, the definition of "U.S. person" under Regulation S, and that persons who are not "U.S. persons" under Regulation S may be "U.S. persons" under the U.S. Risk Retention Rules. The definition of "U.S. person" in the U.S. Risk Retention Rules is excerpted below. Particular attention should be paid to paragraphs (b) and (h) below, which are different than comparable provisions from Regulation S.

Under the U.S. Risk Retention Rules, and subject to limited exceptions, "**U.S. person**" (and "**Risk Retention U.S. Person**" as used in this Prospectus) means any of the following:

(a) any natural person resident in the United States;

(b) any partnership, corporation, limited liability company, or other organisation or entity organised or incorporated under the laws of any State or of the United States[1];

(c) any estate of which any executor or administrator is a U.S. person (as defined under any other paragraph of this definition);

(d) any trust of which any trustee is a U.S. person (as defined under any other paragraph of this definition);

(e) any agency or branch of a foreign entity located in the United States;

(f) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person (as defined under any other paragraph of this definition);

(g) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated, or (if an individual) resident in the United States; and

(h) any partnership, corporation, limited liability company, or other organisation or entity if:

(i) organised or incorporated under the laws of any foreign jurisdiction; and

(ii) formed by a U.S. person (as defined under any other paragraph of this definition) principally for the purpose of investing in securities not registered under the Securities Act[2].

Each holder of a Note or Residual Certificate, or beneficial interest therein, acquired on the Closing Date, by its acquisition of a Note or Residual Certificate or a beneficial interest in a Note, will be deemed, and, in certain circumstances, will be required to represent to the Issuer, the Seller and the Joint Lead Managers that it (1) either (i) is not a Risk Retention U.S. Person, or (ii) has obtained a U.S. Risk Retention Consent, (2) is acquiring such Note or Residual Certificate or a beneficial interest therein for its own account and not with a view to distribute such Note or Residual Certificate, and (3) is not acquiring such Note or Residual Certificate or a beneficial interest therein as part of a scheme to evade the requirements of the U.S. Risk Retention Rules (including acquiring such Note or Residual Certificate through a non-Risk Retention U.S. Person, rather than a Risk Retention U.S. Person, as part of a scheme to evade the 10 per cent. Risk Retention U.S. Person limitation in the exemption provided for in Section 20 of the U.S. Risk Retention Rules described herein).

The Seller has advised the Issuer that they will not provide a U.S. Risk Retention Consent to any investor if such investor's purchase would result in more than 10 per cent. of the dollar value (or equivalent amount in the currency in which the securities are issued) (as determined by fair value under U.S. GAAP) of all classes of ABS interests issued in the securitization transaction to be sold or transferred to Risk Retention U.S. Persons on the Closing Date.

There can be no assurance that the requirement to request the Seller to give its prior written consent to any Notes or Residual Certificates which are offered and sold by the Issuer being purchased by, or for the account or benefit of, any Risk Retention U.S. Person will be complied with or will be made by such Risk Retention U.S. Persons.

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[1] The comparable provision from Regulation S is "(ii) [a]ny partnership or corporation organized or incorporated under the laws of the United States."

[2] The comparable provision from Regulation S is "(vii)(B) [f]ormed by a U.S. person principally for the purpose of investing in securities not registered under the [Securities Act], unless it is organized or incorporated, and owned, by accredited investors (as defined in [17 CFR 230.501(a)]) who are not natural persons, estates or trusts."

There can be no assurance that the exemption provided for in Section 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions will be available. No assurance can be given as to whether a failure by the Seller to comply with the U.S. Risk Retention Rules (regardless of the reason for such failure to comply) may give rise to regulatory action which may adversely affect the Notes, the Residual Certificates or the market value of the Notes and the Residual Certificates. Furthermore, the impact of the U.S. Risk Retention Rules on the securitization market generally is uncertain, and a failure by the Seller to comply with the U.S. Risk Retention Rules could therefore negatively affect the market value and secondary market liquidity of the Notes and the Residual Certificates.

There can be no assurance as to whether the transactions described in this Prospectus comply as a matter of fact with the U.S. Risk Retention Rules on the Closing Date or at any time in the future. Investors should consult their own advisors as to the U.S. Risk Retention Rules. No predictions can be made as to the precise effects of such matters on any investor or otherwise.

7.13 Certain risks in respect of the potential financing of the Retained Interest by the Seller

The Seller (in its capacity as the holder of the Retained Interest) may, from time to time, enter into financing arrangements in relation to the Retained Interest. Such financing arrangements could include, amongst other things, the incurrence of indebtedness by the Seller secured over the Retained Interest or the entry into repurchase or other arrangements pursuant to which the Seller may transfer title to the Retained Interest as collateral. Noteholders should also be aware that any incurrence of debt by the Seller, including that used to finance the acquisition of the Retained Interest, could potentially lead to an increased risk of the Seller becoming insolvent and therefore unable to fulfil its obligations in its capacity as retention holder.

Although such arrangements are permitted by the UK Securitisation Framework and the EU Securitisation Regulation (subject to meeting specified criteria), if the Seller or the provider of such financing defaults in the performance of its obligations, there could be circumstances in which the Seller may cease to hold some or all of the Retained Interest (whether as a result of the enforcement of a security interest or the retention of Notes provided pursuant to a title transfer collateral arrangement). There can be no assurance that any provider of finance to the Seller would be required to have regard to the UK Securitisation Framework and/or the EU Securitisation Regulation when exercising its rights under the relevant financing arrangement and any associated security or collateral arrangements. The enforcement of those rights could, therefore, cause the transaction described in this Prospectus to be non-compliant with the risk retention requirements. This may affect the price and liquidity of the Notes, and Notes held by other investors could be subject to increased regulatory capital charges levied by a relevant regulator with jurisdiction over any such investors. See further the sections entitled "*Regulatory initiatives may have an adverse impact on the regulatory treatment of the Notes*" and "*Non-compliance with the securitisation regulation regimes in the UK and/or the EU, as applicable, may have an adverse impact on the regulatory treatment of the Notes and/or decrease the liquidity of the Notes*".

Noteholders should also be aware that the terms of any retention financing could be such that certain parties to it would benefit from a situation where credit losses are incurred on the Retained Interest. Such parties may not otherwise be parties to the Transaction Documents and, as such, have no direct rights to control or influence the performance of the transactions contemplated by the Transaction Documents. Furthermore, when exercising its rights in connection with the retention financing, the relevant parties would have no duties or obligations to consider the effect of any such actions to the Noteholders.

8. TAX RISKS

8.1 UK taxation treatment of the Issuer

The Issuer has been advised that it should fall within the permanent regime for the taxation of securitisation companies (as set out in the Taxation of Securitisation Companies Regulations 2006 (SI 2006/3296) (as amended) (the "**Securitisation Tax Regulations**")), and, as such, should be taxed only on the amount of its "retained profit" (as that term is defined in the Securitisation Tax Regulations), for so long as it satisfies the conditions of the Securitisation Tax Regulations. However, if the Issuer does not in fact satisfy the conditions of the Securitisation Tax Regulations (or subsequently ceases to satisfy those conditions), then the Issuer may be subject to tax liabilities not contemplated in the cash flows for the transaction described in this Prospectus. 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 and/or principal than expected.

8.2 Withholding tax under the Notes

Provided that the Notes are and continue to be "listed on a recognised stock exchange" (within the meaning of Section 1005 of the Income Tax Act 2007) (the "**Act**"), as at the date of this Prospectus no withholding or deduction for or on account of United Kingdom income tax will be required on payments of interest on the Notes. However, there can be no assurance that the law in this area will not change during the life of the Notes.

In the event that any withholding or deduction for or on account of any tax is imposed on payments in respect of the Notes, neither the Issuer nor any other person is obliged to gross-up or otherwise compensate the Noteholders for such withholding or deduction. However, in such circumstances, the Issuer will, in accordance with Condition 8.4 (*Mandatory Redemption of the Notes for Taxation or Other Reasons*) of the Notes, be required (subject to certain conditions) to appoint a Paying Agent in another jurisdiction or use its reasonable endeavours to arrange the substitution of a company incorporated and/or tax resident in another jurisdiction approved in writing by the Note Trustee, as principal debtor under the Notes and the Trust Deed or, if such action would not avoid such withholding or deduction, the Option Holder would be entitled to exercise the Call Option, following which the Issuer will redeem the Notes.

The applicability of any withholding or deduction for or on account of United Kingdom tax on payments of interest on the Notes is discussed further under the section entitled "*Taxation – United Kingdom Taxation*".

8.3 Tax risks associated with non-owner occupied properties

The Loans are secured by non-owner occupied freehold or leasehold properties (the "**Buy-to-Let Mortgage Loans**").

Since 6 April 2020 no deduction has been available for finance costs from rental income and instead all rental income is only eligible for a tax credit at the basic rate of income tax (20%) (increasing to 22% from 6 April 2027). This may result in less rental income being available for individual Borrowers of Buy-to-Let Loans to meet their repayment obligations under those Loans.

A higher rate of stamp duty land tax ("**SDLT**") (and Welsh land transactions tax ("**WLTT**")) applies to the purchase of additional residential properties (such as buy-to-let properties). The current additional tax rates are as follows: (i) in England the higher rate is 5 per cent. above the current SDLT rates; and (ii) in Wales the additional residential rate is 5 per cent. higher than the main WLTT rate for the first £180,000 of purchase price, for subsequent bands of purchase price, the additional rates remain higher than the main WLTT rates (by differing percentages) and the bands of purchase price to which the additional rates are applied are structured differently to the main WLTT band.

Since 1 April 2021, a 2 per cent. SDLT surcharge has applied to non-UK residents purchasing residential property in England. This applies in addition to the 5 per cent. additional rate that applies to the purchase of additional residential properties in England described above.

In addition, a different (and higher) rate of capital gains tax ("**CGT**") applies in respect of a gain realised by an individual on the disposal of a residential property which is not the taxpayer's principal private residence (e.g. a second home or a buy-to-let property) than the rate of CGT that applies in respect of taxable gains realised on the disposal of other assets.

These measures may adversely affect the private residential rental market in the United Kingdom in general and (in the case of the restriction of income tax relief) the ability of individual Borrowers of Buy-to-Let Loans to meet their obligations under those Loans. Further, such measures may prompt Borrowers to re-finance their loan or sell the underlying Property, which in turn may adversely affect the yield to maturity of the Notes. See further the section entitled "*Risks relating to the availability of funds to make payments on the Notes – The yield to maturity on the Notes may be affected by, among other things, prepayments made by Borrowers on their Loans*".

9. RISKS RELATING TO THE CHARACTERISTICS OF THE NOTES

9.1 Registered Definitive Notes and denominations in integral multiples

The Notes have a denomination consisting of a minimum authorised denomination of £100,000 plus higher integral multiples of £1,000. Accordingly, it is possible that the Notes may be traded in amounts in excess of the minimum authorised denomination that are not integral multiples of such denomination. In such a case, if Registered Definitive Notes are required to be issued, a Noteholder who holds a principal amount less than the minimum authorised denomination at the relevant time may not receive a Registered Definitive Note in respect of such holding and may need to purchase a principal amount of Notes such that their holding amounts to the minimum authorised denomination (or another relevant denomination amount).

If Registered Definitive Notes are issued, Noteholders should be aware that Registered Definitive Notes which have a denomination that is not an integral multiple of the minimum authorised denomination may be particularly illiquid and difficult to trade.

9.2 Book-Entry Interests

Unless and until Registered Definitive Notes are issued in exchange for the Book-Entry Interests, holders and beneficial owners of Book-Entry Interests will not be considered the legal owners or holders of the Notes under the Trust Deed. After payment to the Principal Paying Agent, the Issuer will not have responsibility or liability for the payment of interest, principal or other amounts in respect of the Notes to Euroclear or Clearstream, Luxembourg or to holders or beneficial owners of Book-Entry Interests.

A nominee for the common safekeeper for Euroclear and Clearstream, Luxembourg (the "**Common Safekeeper**") will be considered the registered holder of the Notes as shown in the records of Euroclear or Clearstream, Luxembourg and will be the sole legal holder of the Global Note under the Trust Deed while the Notes are represented by the Global Note. Accordingly, each person owning a Book-Entry Interest must rely on the relevant procedures of Euroclear and Clearstream, Luxembourg and, if such person is not a participant in such entities, on the procedures of the participant through which such person owns its interest, to exercise any right of a Noteholder under the Trust Deed.

Except as noted in the previous paragraphs, payments of principal and interest on, and other amounts due in respect of, the Global Note will be made by the Principal Paying Agent to a nominee of the Common Safekeeper. Upon receipt of any payment from the Principal Paying Agent, Euroclear and Clearstream, Luxembourg, as applicable, will promptly credit participants' accounts with payments in

amounts proportionate to their respective ownership of Book-Entry Interests as shown on their records. The Issuer expects that payments by participants or indirect participants to owners of Book-Entry Interests held through such participants or 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 "street name", and will be the responsibility of such participants or indirect participants. None of the Issuer, the Note Trustee, the Security Trustee, any Paying Agent or the Registrar will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, the Book-Entry Interests or for maintaining, supervising or reviewing any records relating to such Book-Entry Interests.

Unlike Noteholders, holders of the Book-Entry Interests will not have the right under the Trust Deed to act upon solicitations by or on behalf of the Issuer for consents or requests by or on behalf of the Issuer for waivers or other actions from Noteholders. Instead, a holder of Book-Entry Interests will be permitted to act only to the extent it has received appropriate proxies to do so from Euroclear or Clearstream, Luxembourg (as the case may be) and, if applicable, their participants. There can be no assurance that procedures implemented for the granting of such proxies will be sufficient to enable holders of Book-Entry Interests to vote on any requested actions on a timely basis. Similarly, upon the occurrence of an Event of Default under the Notes, holders of Book-Entry Interests will be restricted to acting through Euroclear and Clearstream, Luxembourg unless and until Registered Definitive Notes are issued in accordance with the relevant provisions described herein under the section entitled "*Terms and Conditions of the Notes*". There can be no assurance that the procedures to be implemented by Euroclear and Clearstream, Luxembourg under such circumstances will be adequate to ensure the timely exercise of remedies under the Trust Deed.

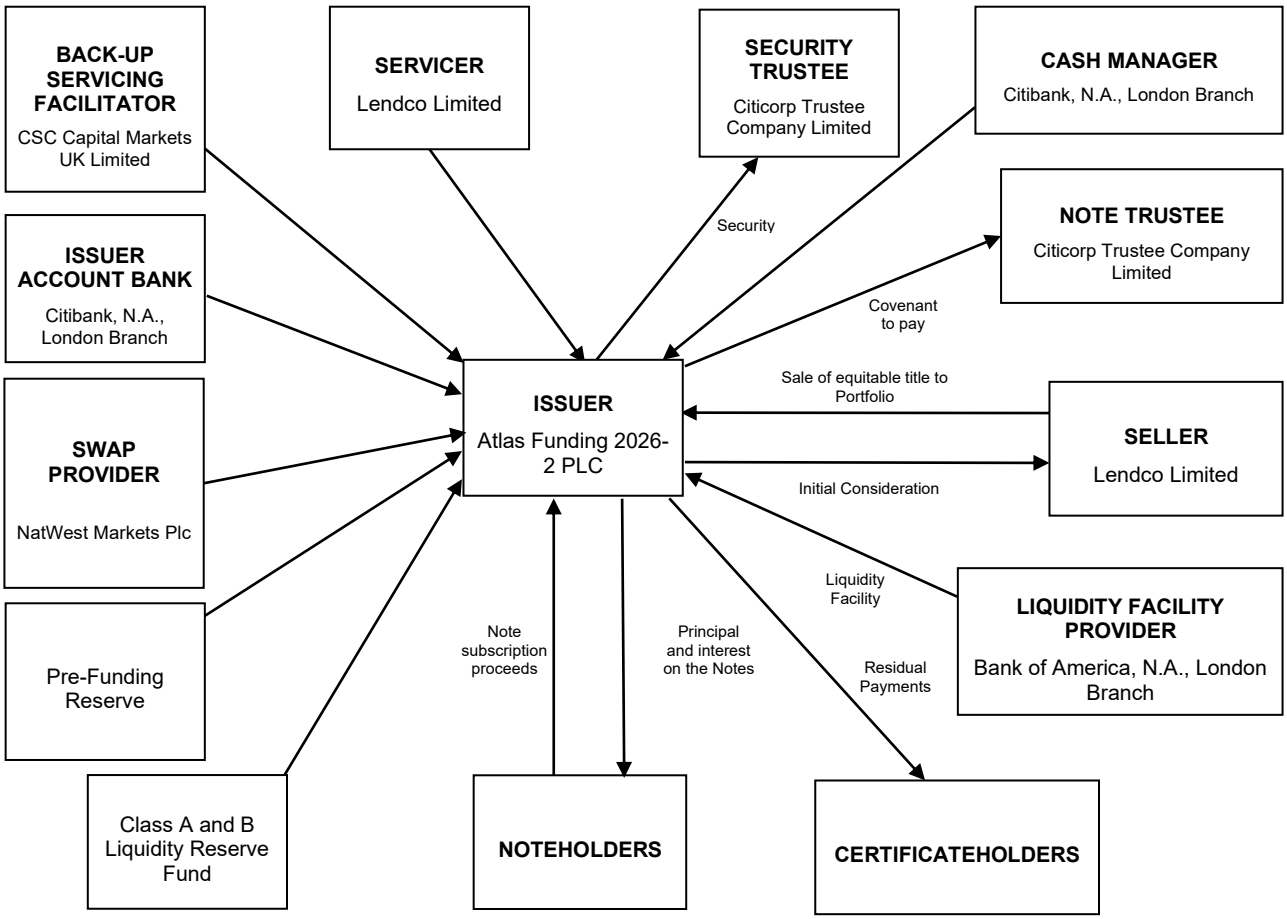
Although Euroclear and Clearstream, Luxembourg have agreed to certain procedures to facilitate transfers of Book-Entry Interests among account holders of Euroclear and Clearstream, Luxembourg, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. None of the Issuer, the Note Trustee, the Security Trustee, any Paying Agent, the Registrar or any of their agents will have any responsibility for the performance by Euroclear or Clearstream, Luxembourg or their respective participants or account holders of their respective obligations under the rules and procedures governing their operations.

The lack of Notes in physical form could also make it difficult for a Noteholder to pledge such Notes if Notes in physical form are required by the party demanding the pledge and hinder the ability of the Noteholder to sell such Notes because some investors may be unwilling to buy Notes that are not in physical form.

Certain transfers of Notes or interests therein may only be effected in accordance with, and subject to, certain transfer restrictions and certification requirements.

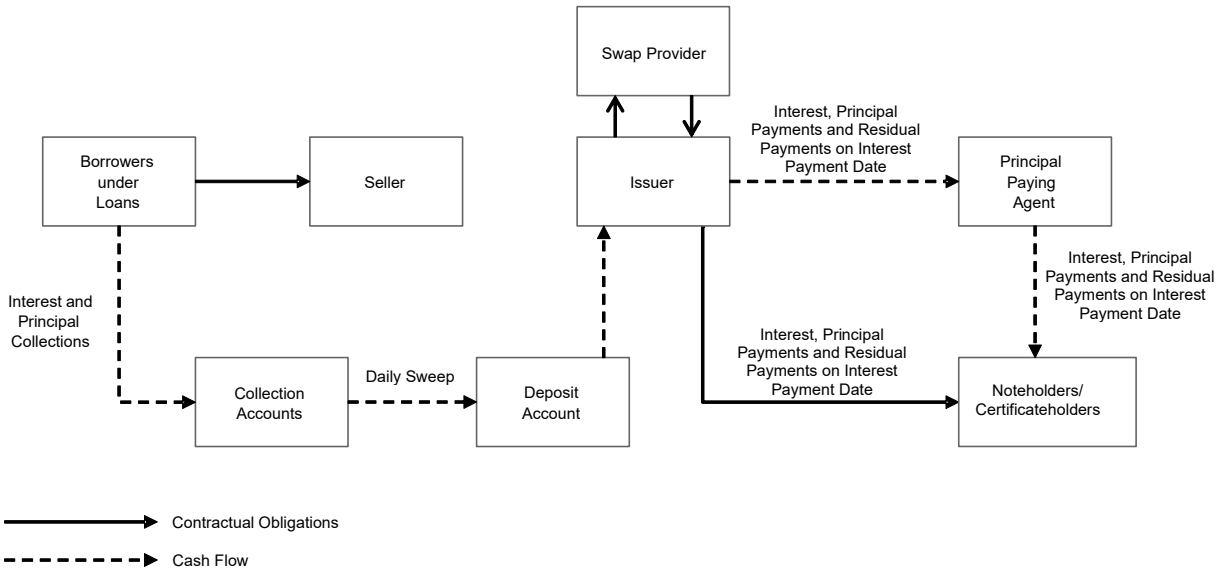
STRUCTURE DIAGRAMS

DIAGRAMMATIC OVERVIEW OF THE TRANSACTION



DIAGRAMMATIC OVERVIEW OF ONGOING CASH FLOWS

Figure 2 – Cashflow Structure



The Issuer will purchase the Closing Portfolio on the Closing Date.

OWNERSHIP STRUCTURE DIAGRAM OF THE ISSUER

Figure 3 – Ownership Structure

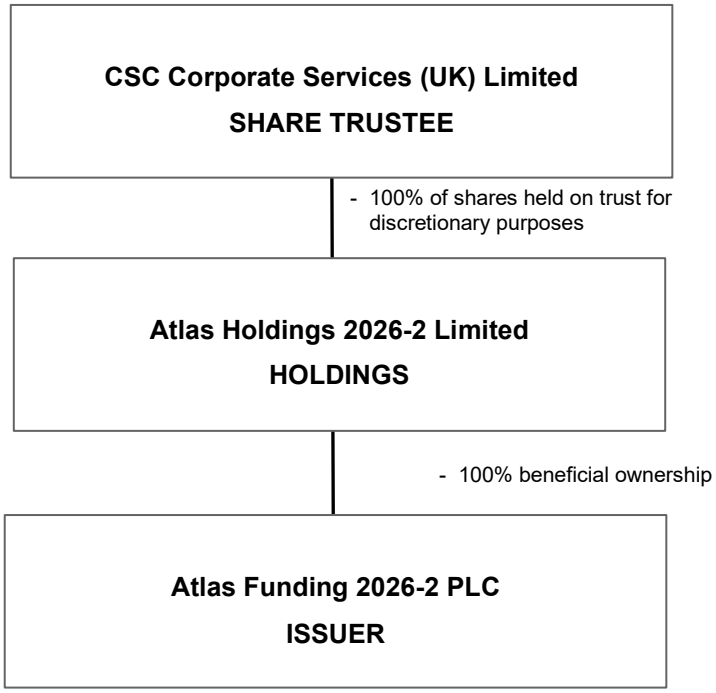


Figure 3 illustrates the ownership structure of the special purpose companies that are parties to the Transaction Documents, as follows:

- the Issuer is a wholly owned subsidiary of Holdings in respect of its beneficial ownership;
- the entire issued share capital of Holdings is held on trust by the Share Trustee under the terms of a trust, the benefit of which is expressed to be for discretionary purposes; and
- none of the Issuer, Holdings or the Share Trustee is either owned, controlled, managed, directed or instructed, whether directly or indirectly, by the Seller or any member of the group of companies containing the Seller.

TRANSACTION OVERVIEW

The information set out below is an overview of various aspects of the transaction. This overview is not purported to be complete and should be read in conjunction with, and is qualified in its entirety by, references to the detailed information presented elsewhere in this Prospectus.

TRANSACTION OVERVIEW – TRANSACTION PARTIES ON THE CLOSING DATE

Party	Name	Address	Document under which appointed/Further Information
"**Issuer**"	Atlas Funding 2026-2 PLC	10th Floor, 5 Churchill Place, London E14 5HU, United Kingdom	See the section entitled "*The Issuer*" for further information.
"**Holdings**"	Atlas Holdings 2026-2 Limited	10th Floor, 5 Churchill Place, London E14 5HU, United Kingdom	See the section entitled "*Holdings*" for further information.
"**Seller**" and "**Risk Retainer**"	Lendco Limited	24 Monument Street, 9th Floor, Monument Place, London, England, EC3R 8AJ	See the sections entitled "*Summary of the Key Transaction Documents – Mortgage Sale Agreement*" and "*The Seller and the Risk Retainer*" for further information.
"**Servicer**"	Lendco Limited	24 Monument Street, 9th Floor, Monument Place, London, England, EC3R 8AJ	Servicing Agreement by the Issuer. See the sections entitled "*Summary of the Key Transaction Documents – Servicing Agreement*" and "*Servicer*" for further information.
"**Cash Manager**"	Citibank, N.A., London Branch	Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB	Cash Management Agreement by the Issuer. See the sections entitled "*Summary of the Key Transaction Documents – Cash Management Agreement*" and "*The Agent Bank, the Principal Paying Agent, the Cash Manager and the Issuer Account Bank*" for further information.

Party	Name	Address	Document under which appointed/Further Information
"**Issuer Account Bank**"	Citibank, N.A., London Branch	Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB	The Bank Account Agreement by the Issuer. See the sections entitled "*Summary of the Key Transaction Documents – The Bank Account Agreement*" and "*The Agent Bank, the Principal Paying Agent, the Cash Manager and the Issuer Account Bank*" for further information.
"**Collection Account Bank**"	HSBC Bank plc	60 Queen Victoria Street, Bank, London EC4N 4TR	Collection Account Declaration of Trust and Expenses Account Declaration of Trust. See sections entitled "*Summary of the Key Transaction Documents – The Collection Account Declaration of Trust*" and "*Summary of the Key Transaction Documents – The Expenses Account Declaration of Trust*".
"**Security Trustee**"	Citicorp Trustee Company Limited	Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB	Deed of Charge. See the sections entitled "*Terms and Conditions of the Notes*", "*Terms* and Conditions of the Residual Certificates" and "*The Note Trustee and Security Trustee*" for further information.
"**Note Trustee**"	Citicorp Trustee Company Limited	Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB	Trust Deed. See the sections entitled "*Terms and Conditions of the Notes*" and "*The Note Trustee and Security Trustee*" for further information.
"**Principal Paying Agent**" and "**Agent Bank**"	Citibank, N.A., London Branch	Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB	Agency Agreement by the Issuer. See the sections entitled "*Terms*

Party	Name	Address	Document under which appointed/Further Information
			and Conditions of the Notes", "*Terms* and Conditions of the Residual Certificates" and "*The Agent Bank, the Principal Paying Agent, the Cash Manager and the Issuer Account Bank*" for further information.
"**Registrar**"	Citibank, N.A., London Branch	Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB	In respect of the Notes and the Residual Certificates, the Agency Agreement, by the Issuer. See the sections entitled "*Terms and Conditions of the Notes*" and "*Terms* and Conditions of the Residual Certificates" for further information.
"**Swap Provider**"	NatWest Markets Plc	250 Bishopsgate, London EC2M 4AA	Swap Agreement by the Issuer. See sections entitled "*Credit Structure – Interest Rate Risk for the Notes – Swap Agreement*" and "*The Swap Provider*" for further information.
"**Corporate Services Provider**"	CSC Capital Markets UK Limited	10th Floor, 5 Churchill Place, London E14 5HU, United Kingdom	Corporate Services Agreement by the Issuer and Holdings. See the section entitled "*The Corporate Services Provider and Back-Up Servicing Facilitator*" for further information.
"**Back-Up Servicing Facilitator**"	CSC Capital Markets UK Limited	10th Floor, 5 Churchill Place, London E14 5HU, United Kingdom	Servicing Agreement by the Issuer. See the section entitled "*Summary of the Key Transaction Documents – Servicing Agreement*" for further information.

Party	Name	Address	Document under which appointed/Further Information
"**Liquidity Facility Provider**"	Bank of America, N.A., London Branch	2 King Edward Street, London EC1A 1HQ, United Kingdom	Liquidity Facility Agreement. See the section entitled "*Summary of the Key Transaction Documents – The Liquidity Facility Agreement*" for further information.
"**Share Trustee**"	CSC Corporate Services (UK) Limited	10th Floor, 5 Churchill Place, London E14 5HU, United Kingdom	Share Trust Deed by the Share Trustee.
"**Arranger**"	NatWest Markets Plc	250 Bishopsgate, London EC2M 4AA	Subscription Agreement. See the section entitled "*Subscription and Sale*" for further information.
"**Joint Lead Managers**"	Lloyds Bank Corporate Markets plc	25 Gresham Street, London, EC2V 7HN, United Kingdom	Subscription Agreement. See the section entitled "*Subscription and Sale*" for further information.
	Merrill Lynch International	2 King Edward Street, London EC1A 1HQ, United Kingdom	
	NatWest Markets Plc	250 Bishopsgate, London EC2M 4AA	
	Banco Santander, S.A.	Ciudad Grupo Santander, Avenida de Cantabria s/n, Edificio Encinar, 28660, Boadilla del Monte, Madrid, Spain	

TRANSACTION OVERVIEW – PORTFOLIO AND SERVICING

Please refer to the sections entitled "Summary of the Key Transaction Documents – Mortgage Sale Agreement", "Summary of the Key Transaction Documents – Servicing Agreement", "Characteristics of the Provisional Portfolio" and "The Loans" for further detail in respect of the characteristics of the Portfolio and the sale and the servicing arrangements in respect of the Portfolio.

Sale of Portfolio:

The Portfolio will consist of the Loans and their Related Security which will be sold by the Seller to the Issuer on the Closing Date and on any date up to and including the Final Additional Mortgage Loan Purchase Date pursuant to the Mortgage Sale Agreement. The Loans and their Related Security are governed by English law.

The sale by the Seller to the Issuer of each Loan and its Related Security in the Portfolio will be given effect by an equitable assignment.

The Additional Mortgage Loans may be purchased by the Issuer on the Closing Date or any Additional Mortgage Loan Purchase Date in accordance with the terms of the Mortgage Sale Agreement and subject to the satisfaction of the relevant Additional Mortgage Loan Conditions.

The Seller (as the Option Holder as defined in the prospectus dated 28 April 2023 relating to notes and certificates issued by Atlas Funding 2023-1 PLC) has exercised its call option under Atlas Funding 2023-1 PLC transaction and will, on the First Additional Mortgage Loan Purchase Date, purchase the Atlas Funding 2023-1 Loans from Atlas Funding 2023-1 PLC. Pursuant to the Mortgage Sale Agreement, the Seller and the Issuer have agreed that the Issuer will purchase from the Seller any Atlas Funding 2023-1 Loans which satisfy the Loan Warranties on the First Additional Mortgage Loan Purchase Date.

The terms "**sale**", "**sell**" and "**sold**" when used in this Prospectus in connection with the Loans and their Related Security shall be construed to mean each such creation of an equitable interest.

The terms "**repurchase**" and "**repurchased**" when used in this Prospectus in connection with a Loan and its Related Security shall be construed to include the purchase by the Seller of such Loan and its Related Security from the Issuer pursuant to the terms of the Mortgage Sale Agreement.

Prior to the occurrence of a Perfection Event as set out below, notice of the sale of the Loans and their Related Security comprising the Portfolio will not be given to the relevant individual or individuals, or the relevant company, limited liability partnership or trust registered, incorporated or formed (as applicable) in the UK, Guernsey, Jersey, the Isle of Man or Gibraltar and (as the case may be) specified as borrowers in the offer letter in respect of such Loan or from time to time assuming an obligation to repay (under a guarantee or otherwise) such Loan or any part of it (collectively, the "**Borrowers**" and each a "**Borrower**") and the Issuer will not apply to the Land Registry to register or record its equitable or beneficial interest in the Mortgages. Prior to the occurrence of a Perfection Event, the legal title to each Loan and its Related Security in the Portfolio will be held by the Seller on bare trust for the Issuer. Following a Perfection Event and notice of the transfer of the Loans and their Related Security to the Issuer being sent to the relevant Borrowers, legal title to the Loans and their Related Security (subject to appropriate registration or recording at the Land Registry) will pass to the Issuer.

"**Land Registry**" means the body responsible for recording details of land in England and Wales.

Please refer to the section entitled "*Summary of the Key Transaction Documents – Mortgage Sale Agreement*" for further details.

Features of the Loans: The following is a summary of certain features of the Loans comprising the Provisional Portfolio determined by reference to the features of each loan in the Provisional Portfolio as at the Portfolio Reference Date and investors should refer to, and carefully consider, further details in respect of the Loans set out in the sections entitled "*The Loans*" and "*Characteristics of the Provisional Portfolio*".

Type of Borrower	Prime
Type of mortgage	Interest Only
Buy-to-Let Loans	Yes
Buy-to-Let Loans (as % of Principal Outstanding Balance)	100%
Owner-occupied properties	No
Owner-occupied properties (as % of Principal Outstanding Balance)	0%
Number of loans in the Provisional Portfolio*	924

	Average/Weighted Average	Minimum	Maximum
Principal Outstanding Balance*	£424,275.86	£29,496.85	£3,045,000.00
Current LTV*	70.8%	4.9%	81.2%
Seasoning (months)*	31.65	0	88.27
Remaining Term (years)*	18.74	1.13	35.00

The "**Principal Outstanding Balance**" in relation to any Loan as at any date, means the original principal amount of the Loan advanced to the Borrower on the date of disbursement, less the aggregate amount of all payments of principal (whether scheduled, prepaid, or otherwise) actually received by the Seller and applied to the reduction of principal on or prior to such date of determination, but excluding for the avoidance of doubt any amounts attributable to accrued or capitalised interest, fees, costs, expenses, or other charges of any kind.

* As at the Portfolio Reference Date.

* As at the Portfolio Reference Date.

Any reference to the Principal Outstanding Balance of a loan contained in the Provisional Portfolio shall be construed as if it were a Loan contained in the Closing Portfolio.

Consideration:

The consideration from the Issuer to the Seller in respect of the sale of the Portfolio shall be: (a) the initial consideration in an amount equal to £217,170,755.20 which is due and payable on the Closing Date (the "**Closing Portfolio Initial Consideration**") in respect of the Closing Portfolio; (b) in respect of the Additional Mortgage Loans that do not form part of the Closing Portfolio, the Additional Mortgage Loan Purchase Consideration (together with the Closing Portfolio Initial Consideration, the "**Initial Consideration**") and (c) deferred consideration consisting of the RC1 Payments and the RC2 Payments in respect of the Portfolio payable pursuant to the applicable Priorities of Payments, the right to such RC1 Payments and RC2 Payments being represented by the RC1 Residual Certificates and the RC2 Residual Certificates to be issued by the Issuer and delivered to the Seller on the Closing Date. The Seller has agreed to transfer to the Issuer within two Business Days of the Closing Date an amount equal to all Collections received on the Loans contained in the Closing Portfolio and their Related Security from (and including) 1 October 2026 to (but excluding) the Closing Date (the "**Pre-Closing Collections**").

On the Closing Date, the Issuer will credit an amount equal to £237,350,700.27 to the Pre-Funding Reserve Ledger ("**Pre-Funding Reserve Ledger**") such reserve being the "**Pre-Funding Reserve**".

Conditions for Acquisition of Additional Mortgage Loans:

The Issuer will be entitled to apply amounts (if any) standing to the credit of the Pre-Funding Reserve and (to the extent there are insufficient funds standing to the credit of the Pre-Funding Reserve for such purpose) any Principal Receipts available to the Issuer up until the Calculation Date immediately prior to the First Interest Payment Date in purchasing Additional Mortgage Loans on an Additional Mortgage Loan Purchase Date (provided that such date falls on or prior to (and including) the Calculation Date immediately preceding the Final Additional Mortgage Loan Purchase Date) if and to the extent that the Issuer is permitted to do so by, and in accordance with, the Mortgage Sale Agreement and the Servicing Agreement. In particular, any purchase of Additional Mortgage Loans, where applicable, by the Issuer will be subject to certain conditions including (the "**Additional Mortgage Loan Conditions**") (among other things):

(a) no Enforcement Notice having been served;

(b) either (i) the aggregate notional amounts of the existing Swap Transactions will be equal to or greater than the aggregate principal amount outstanding of the Fixed Rate Loans in the Portfolio following the purchase of the relevant Additional Mortgage Loans; or (ii) one or more new (or novated) hedging transactions substantially in the same form as the existing Swap Transactions entered into by the Issuer on or around the Closing Date (subject to any agreed changes in the notional

amount and fixed rate(s)) have been put in place in relation to the relevant Additional Mortgage Loans;

(c) the relevant Additional Mortgage Loan was originated in line with the lending policy and pursuant to the Standard Documentation;

(d) the relevant Additional Mortgage Loan has a maturity date of at least two years prior to the Final Maturity Date;

(e) the relevant Additional Mortgage Loan has no more than zero months in arrears;

(f) the relevant Additional Mortgage Loan has a maximum current LTV of 80%;

(g) the relevant Additional Mortgage Loan has a fixed term no greater than five years;

(h) the purchase by the Issuer of the relevant Additional Mortgage Loan does not result in the aggregate Current Balance of all Loans made to a single Borrower in the Portfolio exceeding 2 per cent. of the aggregate Current Balance of all the Loans; and

(i) the Additional Mortgage Loan Portfolio Tests have been satisfied.

The Servicer shall confirm in writing to the Security Trustee and the Issuer (and upon which confirmation the Security Trustee shall be entitled to rely without enquiry or liability), that the Additional Mortgage Loan Conditions and other conditions set out in the Servicing Agreement have been satisfied or will be satisfied on the relevant Additional Mortgage Loan Purchase Date and the Seller shall represent and warrant that no Insolvency Event has occurred in respect of the Seller on such Additional Mortgage Loan Purchase Date.

Any outstanding balance in the Pre-Funding Reserve Ledger as at the First Interest Payment Date (taking into account any amounts debited from that ledger on or prior to such date) will be taken into account when determining the Available Principal Receipts on the First Interest Payment Date.

See the section entitled "*The Loans*" for further information.

On the First Interest Payment Date, the outstanding balance (if any) of the Pre-Funding Reserve Ledger (determined as at the Calculation Date immediately preceding the First Interest Payment Date) will form part of the Available Principal Receipts (the "**Pre-Funding Unused Amount**") which will be applied in accordance with item (a) of the Pre-Enforcement Principal Priority of Payments as *pro rata* repayment of the Collateralised Notes.

The "**Current Balance**" in relation to any Loan as at any date, all sums owing by a Borrower to the Seller under that Loan and secured or intended to be secured by the relevant Mortgage as at that date, including but not limited to, any increase in the principal amount of a Loan due to any Permitted Fee Capitalisation Amount, arrears and (where relevant) Accrued Interest in respect of the period up to and including, but not beyond, that date and including, without limitation, any:

(a) rent and service charge paid by the Seller to an applicable Borrower's reversioner or landlord in relation to leasehold properties and not reimbursed by the applicable Borrower; and

(b) any administration or service fee or third party fee (including, without limitation, legal fees for litigation) or outgoings and expenses owed in connection with a Loan which is added to the Current Balance of such Loan.

Any reference to the Current Balance of a loan contained in the Provisional Portfolio shall be construed as if it were a Loan contained in the Closing Portfolio.

Representations and Warranties: The Seller will make certain Loan Warranties regarding the Loans and Related Security to the Issuer and the Security Trustee on (i) the Closing Date or the relevant Additional Mortgage Loan Purchase Date, as applicable, in respect of the Portfolio, and (ii) the relevant Testing Date in respect of the Loans which are subject to Product Switches (including any related Permitted Fee Capitalisation Amount made in connection with the relevant Product Switch).

In addition to representations and warranties in respect of the legal nature of the Loans and their Related Security, there are also asset Loan Warranties which include the following:

(a) all of the Borrowers are (i) individuals and were aged 18 years or older as at the date of execution of the Loan, (ii) companies incorporated or registered in the UK, Guernsey, Jersey, the Isle of Man or Gibraltar, (iii) UK, Guernsey, Jersey, the Isle of Man or Gibraltar limited liability partnerships, or (iv) trusts formed or registered in the UK, Guernsey, Jersey, the Isle of Man or Gibraltar;

(b) each Mortgage constitutes a legal, binding, enforceable, non-cancellable, valid and subsisting first charge or security by way of legal mortgage or legal charge over the relevant Property (subject to completion of any registration or recording requirements at the Land Registry) with the Seller having priority as first ranking mortgagee and secured for the full amount payable by the Borrower under the Loan and Related Security;

(c) no Borrower is an employee or director of the Seller;

(d) Interest is charged on each Loan in accordance with the provisions of the Loan and its related Mortgage;

(e) each Loan was at the time of origination and continues to be denominated in Sterling;

(f) each Property is situated in England or Wales and each Property is the subject of security or charged to secure the repayment of those Loans and is of the kind permitted under the applicable Lending Criteria;

(g) at least one payment in respect of each Loan has been made by the relevant Borrower;

(h) each Loan was originated by the Seller in accordance with the then current Lending Criteria and all preconditions to the making of the Loan were satisfied in all material respects, subject only to such exceptions and waivers as would be acceptable to a Prudent Mortgage Lender;

(i) to the best of the Seller's knowledge, as at the date of origination, no Borrower had a credit risk assessment indicating, based on the Seller's underwriting policy, a significant risk that contractually agreed payments will not be made;

(j) to the best of the Seller's knowledge, (i) at the time of origination of the relevant Loan, no Borrower appeared on a register available to the Seller of persons with an adverse credit history or (ii) as at the Portfolio Reference Date or the relevant Additional Mortgage Loan Purchase Date, as applicable, no Borrower had a credit assessment or a credit score indicating that the risk of contractually agreed payments not being made was significantly higher than for comparable exposures held by the Seller which are not included in the Portfolio; and

(k) no Loan was or is a Self-certified Loan.

"**Prudent Mortgage Lender**" means a reasonably prudent mortgage lender of mortgage loans of a type similar to the Loans, lending to borrowers of the type contemplated in the Lending Criteria applicable at the date of origination of the Loans on terms similar to those set out in the relevant Lending Criteria in England and Wales.

"**Lending Criteria**" means in respect of a Loan, the lending criteria of the Seller as at the date such Loan was granted. See the sections entitled "*Summary of the Key Transaction Documents – Mortgage Sale Agreement*" and "*The Loans*" for further details.

See the section entitled "*Summary of the Key Transaction Documents – Mortgage Sale Agreement – Representations and Warranties*" for further details.

Repurchase of the Loans and Related Security:

The Seller is liable for the repurchase of the relevant Loans and their Related Security in the following circumstances:

- upon a material breach of Loan Warranties (which the Seller fails to remedy within the agreed grace period) on the Closing Date or the relevant Testing Date (as applicable);
- if the Servicer determines on the Portfolio Test Date that the Portfolio does not satisfy the Additional Mortgage Loan Conditions as at the Portfolio Test Date, the Loans selected by the Seller (according to certain criteria) that would, if repurchased by the Seller, result in the Additional Mortgage Loan Conditions being satisfied as at the Portfolio Test Date (if such Loans are not substituted for other Additional Mortgage Loans which satisfy the Additional Mortgage Loan Conditions);
- in certain circumstances upon making a Product Switch or Permitted Fee Capitalisation Amount if the Seller has notified the Issuer that the

Product Switch/Permitted Fee Capitalisation Amount Conditions (as applicable) have not been met;

- if the Seller determines on a Calculation Date that a Loan in the Portfolio was a Cross-collateralised Mortgage Loan on the immediately preceding Collection Period Start Date; and

- a Further Advance is granted in respect of a Loan.

"**Cross-collateralised Mortgage Loan**" means a Loan subject to a Cross-collateral Mortgage under the Cross-collateral Mortgage Rights Deed that has been declared immediately due and repayable by the relevant mortgagee of any such Cross-collateral Mortgage.

Repurchase or substitution of Disqualified Loans

If a Loan is a Disqualified Loan, the Seller shall repurchase or subject to certain conditions substitute the relevant Disqualified Loan and its Related Security. Any such repurchase shall be for an amount equal to the relevant Repurchase Price and any Loan which is substituted for a Disqualified Loan must have a Current Balance at least equal to that Disqualified Loan.

Consideration for repurchase:

The consideration payable by the Seller in respect of the repurchase of an affected Loan and its Related Security shall be equal to the Current Balance of such Loan (disregarding for the purposes of any such calculation in the event that the Current Balance of such Loan has been reduced as a result of the exercise of any set-off right which the relevant Borrower has against the Seller, the amount of any such reduction in the Current Balance) as at the last day of the Collection Period immediately preceding the date of repurchase, plus the Issuer's costs and expenses (if any) associated with the transfer of such Loan and its Related Security to the Seller, less an amount equal to all Collections received by the Issuer on the relevant Loan(s) and their Related Security from (but excluding) the last day of the Collection Period immediately preceding the date of such repurchase to (but excluding) the date of such repurchase. See the section entitled "*Summary of the Key Transaction Documents – Mortgage Sale Agreement – Repurchase by the Seller*" for further information.

Perfection Events:

Transfer of the legal title of the Loans and their Related Security in the Portfolio (other than any Loan and its Related Security which has been repurchased by the Seller) to the Issuer will be completed on the occurrence of certain Perfection Events which include, *inter alia*, the insolvency of the Seller. See the section entitled "*Transaction Overview – Triggers Tables – Non-Rating Triggers Table – Perfection Events*".

Prior to the completion of the transfer of legal title of the Loans and their Related Security to the Issuer, the Issuer will hold only the equitable title and will therefore be subject to certain risks as set out in the section entitled "*Risk Factors – Risks Relating to the Underlying Assets – Seller to initially retain legal title to the Loans and risks relating to set-off*".

Servicing of the Portfolio:

The Servicer will be appointed by the Seller and the Issuer (and, in certain circumstances, the Security Trustee) to service the Portfolio on a day-to-day basis. The appointment of the Servicer may be terminated by the Issuer and the Security Trustee upon the occurrence of certain Servicer Termination Events, which include, *inter alia*, the insolvency of the Servicer (see "*Transaction Overview – Triggers Tables – Non-Rating Triggers Table – Servicer Termination Events*").

The Servicer may also resign, and the Seller may terminate the appointment of the Servicer (in each case without any Servicer Termination Event having occurred) by giving not less than 60 days' notice (or such shorter period as may be agreed between the Seller and the Servicer) with a copy of such notice to certain other parties to the Servicing Agreement, in each case subject to, *inter alia*, a replacement servicer having been appointed. See the section entitled "*Summary of the Key Transaction Documents – Servicing Agreement*".

Option Holder may exercise the Call Option:

On or after (i) the Collection Period Start Date immediately preceding the Optional Redemption Date, (ii) any Collection Period Start Date on which the aggregate Current Balance of the Loans (excluding any Enforced Loans) was equal to or less than 10 per cent. of the aggregate Principal Amount Outstanding of the Notes on the Closing Date, or (iii) a change in tax law that results in the Issuer being required to make a deduction or withholding for or on account of tax or the occurrence of certain illegality events, the Option Holder may, pursuant to and subject to the terms of the Deed Poll, require (or, if the Option Holder is the Seller, request) the Issuer to:

(a) sell and transfer to a Beneficial Title Transferee the beneficial title to all (but not some) of the Loans and their Related Security comprising the Portfolio in consideration for the Optional Purchase Price, which will result in the Notes being redeemed in full; and

(b) (if applicable) transfer the legal title to all (but not some) of the Loans and their Related Security comprising the Portfolio, or if, at the time the Call Option is exercised, the Issuer does not hold legal title, the right to require the Issuer to procure that the Seller transfers legal title, to a Legal Title Transferee.

See the section entitled "*Early Redemption of the Notes*".

TRANSACTION OVERVIEW – SUMMARY OF THE TERMS AND CONDITIONS OF THE NOTES AND THE RESIDUAL CERTIFICATES

Please refer to the sections entitled "Terms and Conditions of the Notes" and "Terms and Conditions of the Residual Certificates*" for further detail in respect of the terms of the Notes and Residual Certificates, respectively.*

FULL CAPITAL STRUCTURE OF THE NOTES AND THE RESIDUAL CERTIFICATES

	Class A Notes	Class B Notes	Class C Notes	Class D Notes	Class E Notes	Class X1 Notes	Class X2 Notes	RC1 Residual Certificates	RC2 Residual Certificates
Principal Amount:	£409,500,000	£25,025,000	£9,100,000	£6,825,000	£4,551,000	£6,825,000	£3,640,000	N/A	N/A
Credit enhancement features:	Following a Sequential Payment Trigger Event, over-collateralisation funded by junior ranking Classes of Notes (other than the Class X1 Notes and Class X2 Notes), the Revenue Receipts, (on each Interest Payment Date up to but excluding the Class B Redemption Date) the Class A and B Liquidity Reserve Fund Excess Amount and following service of an Enforcement Notice, all amounts credited to the Class A and B Liquidity Reserve Fund Account	Following a Sequential Payment Trigger Event, over-collateralisation funded by junior ranking Classes of Notes (other than the Class X1 Notes and Class X2 Notes), the Revenue Receipts, (on each Interest Payment Date up to but excluding the Class B Redemption Date) the Class A and B Liquidity Reserve Fund Excess Amount and, following service of an Enforcement Notice, all amounts credited to the Class A and B Liquidity Reserve Fund Account	Following a Sequential Payment Trigger Event, over-collateralisation funded by junior ranking Classes of Notes (other than the Class X1 Notes and Class X2 Notes), the Revenue Receipts, (on each Interest Payment Date up to but excluding the Class B Redemption Date) the Class A and B Liquidity Reserve Fund Excess Amount and, following service of an Enforcement Notice, all amounts credited to the Class A and B Liquidity Reserve Fund Account	Following a Sequential Payment Trigger Event, over-collateralisation funded by the Class E Notes, the Revenue Receipts, (on each Interest Payment Date up to but excluding the Class B Redemption Date) the Class A and B Liquidity Reserve Fund Excess Amount and, following service of an Enforcement Notice, all amounts credited to the Class A and B Liquidity Reserve Fund Account	Following a Sequential Payment Trigger Event, over-collateralisation funded by the Revenue Receipts, (on each Interest Payment Date up to but excluding the Class B Redemption Date) the Class A and B Liquidity Reserve Fund Excess Amount and, following service of an Enforcement Notice, all amounts credited to the Class A and B Liquidity Reserve Fund Account	Following a Sequential Payment Trigger Event, over-collateralisation funded by the Revenue Receipts, (on each Interest Payment Date up to but excluding the Class B Redemption Date) the Class A and B Liquidity Reserve Fund Excess Amount and, following service of an Enforcement Notice, all amounts credited to the Class A and B Liquidity Reserve Fund Account	Following a Sequential Payment Trigger Event, over-collateralisation funded by the Revenue Receipts, (on each Interest Payment Date up to but excluding the Class B Redemption Date) the Class A and B Liquidity Reserve Fund Excess Amount and, following service of an Enforcement Notice, all amounts credited to the Class A and B Liquidity Reserve Fund Account	N/A	N/A

	Class A Notes	Class B Notes	Class C Notes	Class D Notes	Class E Notes	Class X1 Notes	Class X2 Notes	RC1 Residual Certificates	RC2 Residual Certificates
Liquidity support features	Subordination in payment of the other Notes, Available Principal Receipts applied as Principal Addition Amounts to provide for any Senior Expenses Deficit, the amounts credited to the Class A and B Liquidity Reserve Fund Account and the Liquidity Facility available to cover any Class A Liquidity Deficit	Subordination in payment of the other Notes (other than the Class A Notes) and Available Principal Receipts applied as Principal Addition Amounts to provide for any Senior Expenses Deficit (if the Class B Notes are the Most Senior Class of Notes at such time or the relevant PDL Condition does not apply) and the amounts credited to the Class A and B Liquidity Reserve Fund Account	Subordination in payment of the Class D Notes, the Class E Notes, the Class X1 Notes, the Class X2 Notes and Available Principal Receipts applied as Principal Addition Amounts to provide for any Senior Expenses Deficit (if the Class C Notes are the Most Senior Class of Notes at such time or the relevant PDL Condition does not apply)	Subordination in payment of the Class E Notes, the Class X1 Notes, the Class X2 Notes and Available Principal Receipts applied as Principal Addition Amounts to provide for any Senior Expenses Deficit (if the Class D Notes are the Most Senior Class of Notes at such time or the relevant PDL Condition does not apply)	Available Principal Receipts applied as Principal Addition Amounts to provide for any Senior Expenses Deficit (if the Class E Notes are the Most Senior Class of Notes at such time or the relevant PDL Condition does not apply)	N/A	N/A	N/A	N/A
Issue Price:	100.000%	100.000%	100.000%	100.000%	100.000%	100.000%	100.000%	N/A	N/A
Reference Rate/ Fixed Rate:	Compounded Daily SONIA	Compounded Daily SONIA	Compounded Daily SONIA	Compounded Daily SONIA	Compounded Daily SONIA	Compounded Daily SONIA	Compounded Daily SONIA	N/A	N/A
Margin (payable up to and including the Optional Redemption Date)	0.820% p.a.	1.100% p.a.	1.300% p.a.	1.650% p.a.	2.180% p.a.	2.180% p.a.	3.970% p.a.	N/A	N/A
Interest Accrual Method:	Actual/365 (Fixed)	Actual/365 (Fixed)	Actual/365 (Fixed)	Actual/365 (Fixed)	Actual/365 (Fixed)	Actual/365 (Fixed)	Actual/365 (Fixed)	N/A	N/A

	Class A Notes	Class B Notes	Class C Notes	Class D Notes	Class E Notes	Class X1 Notes	Class X2 Notes	RC1 Residual Certificates	RC2 Residual Certificates
Interest Payment Dates:	20th day of each calendar month	20th day of each calendar month	20th day of each calendar month	20th day of each calendar month	20th day of each calendar month	20th day of each calendar month	20th day of each calendar month	N/A	N/A
First Interest Payment Date:	January 2027	January 2027	January 2027	January 2027	January 2027	January 2027	January 2027	N/A	N/A
Final Maturity Date:	The Interest Payment Date falling in June 2068	The Interest Payment Date falling in June 2068	The Interest Payment Date falling in June 2068	The Interest Payment Date falling in June 2068	The Interest Payment Date falling in June 2068	The Interest Payment Date falling in June 2068	The Interest Payment Date falling in June 2068	N/A	N/A
Relevant Step-Up Margin (payable after the Optional Redemption Date)	1.230% p.a.	1.650% p.a.	1.950% p.a.	2.475% p.a.	3.180% p.a.	2.180% p.a.	3.970% p.a.	N/A	N/A
Optional Redemption Date:	The Interest Payment Date falling in June 2031	The Interest Payment Date falling in June 2031	The Interest Payment Date falling in June 2031	The Interest Payment Date falling in June 2031	The Interest Payment Date falling in June 2031	The Interest Payment Date falling in June 2031	The Interest Payment Date falling in June 2031	N/A	N/A
Application for Exchange Listing:	London Stock Exchange	London Stock Exchange	London Stock Exchange	London Stock Exchange	London Stock Exchange	London Stock Exchange	London Stock Exchange	N/A	N/A
ISIN:	XS3487811112	XS3487811385	XS3487811468	XS3487811542	XS3487811898	XS3487811971	XS3487812193	XS3487815451	XS3487817820
Common Code:	348781111	348781138	348781146	348781154	348781189	348781197	348781219	348781545	348781782
CFI:	DGVNFR	DGVXFR	DGVXFR	DGVXFR	DGVXFR	DGVXFR	DGVXFR	DGXXFR	DGXXFR
FISN:	ATLAS FUNDING 2/VARMBS 20680620	ATLAS FUNDING 2/VARMBS 20680620 SU	ATLAS FUNDING 2/VARMBS 20680620 SU	ATLAS FUNDING 2/VARMBS 20680620 SU	ATLAS FUNDING 2/VARMBS 20680620 SU	ATLAS FUNDING 2/VARMBS 20680620 SU	ATLAS FUNDING 2/VARMBS 20680620 SU	ATLAS FUNDING 2/MBS 20680620 SUB	ATLAS FUNDING 2/MBS 20680620 SUB

	Class A Notes	Class B Notes	Class C Notes	Class D Notes	Class E Notes	Class X1 Notes	Class X2 Notes	RC1 Residual Certificates	RC2 Residual Certificates
Ratings (Fitch / DBRS):	AAAsf / AAA (sf)	AAsf / AA (low) (sf)	A+sf / A (sf)	BBBsf / A (low) (sf)	BBsf / BBB (high) (sf)	BB+sf / BBB (high) (sf)	BBsf / BB (high) (sf)	Not rated	Not rated
Clearing/ Settlement	Euroclear/ Clearstream, Luxembourg	Euroclear/ Clearstream, Luxembourg	Euroclear/ Clearstream, Luxembourg	Euroclear/ Clearstream, Luxembourg	Euroclear/ Clearstream, Luxembourg	Euroclear/ Clearstream, Luxembourg	Euroclear/ Clearstream, Luxembourg	Euroclear/ Clearstream, Luxembourg	Euroclear/ Clearstream, Luxembourg
Minimum Denomination	£100,000	£100,000	£100,000	£100,000	£100,000	£100,000	£100,000	N/A	N/A
Governing law of the Notes and Residual Certificates	English	English	English	English	English	English	English	English	English

As of the date of this Prospectus, each of the Rating Agencies is a credit rating agency established in the UK and is registered under Regulation (EU) No 1060/2009 as it forms part of domestic law by virtue of EUWA.

TRANSACTION OVERVIEW – OVERVIEW OF THE CHARACTERISTICS OF THE NOTES AND THE RESIDUAL CERTIFICATES

Ranking and Form of the Notes:

On the Closing Date, the Issuer will issue the following classes of Notes under the Trust Deed:

(a) Class A Mortgage Backed Floating Rate Notes due June 2068 (the "**Class A Notes**");

(b) Class B Mortgage Backed Floating Rate Notes due June 2068 (the "**Class B Notes**");

(c) Class C Mortgage Backed Floating Rate Notes due June 2068 (the "**Class C Notes**");

(d) Class D Mortgage Backed Floating Rate Notes due June 2068 (the "**Class D Notes**");

(e) Class E Mortgage Backed Floating Rate Notes due June 2068 (the "**Class E Notes**");

(f) Class X1 Mortgage Backed Floating Rate Notes due June 2068 (the "**Class X1 Notes**"); and

(g) Class X2 Mortgage Backed Floating Rate Notes due June 2068 (the "**Class X2 Notes**"),

and together, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class X1 Notes and the Class X2 Notes are the "**Notes**" and the holders thereof, the "**Noteholders**".

The Notes will be issued in registered form. Each Class of Notes will be issued in reliance on Regulation S and will be cleared through Euroclear and/or Clearstream, Luxembourg, as set out in the section entitled "*Description of the Global Notes*".

Residual Certificates:

On the Closing Date, the Issuer will also issue to the Seller the RC1 Residual Certificates and the RC2 Residual Certificates under the Trust Deed (the "**Residual Certificates**" and the holders thereof, the "**RC1 Certificateholders**" and the "**RC2 Certificateholders**", and, together the RC1 Certificateholders and the RC2 Certificateholders, the "**Certificateholders**"), representing the right to receive the RC1 Payments and the RC2 Payments, respectively, by way of deferred consideration for the Issuer's purchase of the Portfolio.

Order (prior to a Sequential Payment Trigger Event)

The Class A Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of interest at all times.

The Class B Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of interest at all times, but (subject to the distribution of the Pre-Funding Unused Amount on the First Interest Payment Date) subordinate to the Class A Notes.

The Class C Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of interest at all times, but (subject to the distribution of the Pre-Funding Unused Amount on the First Interest Payment Date) subordinate to the Class A Notes and the Class B Notes.

The Class D Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of interest at all times, but (subject to the distribution of the Pre-Funding Unused Amount on the First Interest Payment Date) subordinate to the Class A Notes, the Class B Notes and the Class C Notes.

The Class E Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of interest at all times, but (subject to the distribution of the Pre-Funding Unused Amount on the First Interest Payment Date) subordinate to the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes.

The Class X1 Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of interest at all times, but subordinate to the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes provided however, that, on each Interest Payment Date, Available Revenue Receipts will be applied towards repayment of principal amounts outstanding on the Class X1 Notes pursuant to the Pre-Enforcement Revenue Priority of Payments.

The Class X2 Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of interest at all times, but subordinate to the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class X1 Notes provided however, that, on each Interest Payment Date, Available Revenue Receipts will be applied towards repayment of principal amounts outstanding on the Class X2 Notes pursuant to the Pre-Enforcement Revenue Priority of Payments.

The RC1 Residual Certificates rank *pro rata* and *pari passu* without preference or priority among themselves in relation to RC1 Payments at all times and the RC2 Residual Certificates rank *pro rata* and *pari passu* without preference or priority among themselves in relation to RC2 Payments at all times and are subordinate to all payments due in respect of the Notes.

Certain amounts due by the Issuer to its other Secured Creditors (and, prior to the service of an Enforcement Notice only, certain unsecured creditors) will rank in priority to all Classes of the Notes and the Residual Certificates.

The Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes rank *pro rata* and *pari passu* without preference or priority among themselves at all times as to payment of principal.

Order (on or following a Sequential Payment Trigger Event):

The Class A Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of interest and principal at all times.

The Class B Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of interest and principal at all times, but (subject to the distribution of the Pre-Funding Unused Amount on the First Interest Payment Date) subordinate to the Class A Notes.

The Class C Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of interest and principal at all times, but (subject to the distribution of the Pre-Funding Unused Amount on the First Interest Payment Date) subordinate to the Class A Notes and the Class B Notes.

The Class D Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of interest and principal at all times, but (subject to the distribution of the Pre-Funding Unused Amount on the First Interest Payment Date) subordinate to the Class A Notes, the Class B Notes and the Class C Notes.

The Class E Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of interest and principal at all times, but (subject to the distribution of the Pre-Funding Unused Amount on the First Interest Payment Date) subordinate to the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes.

The Class X1 Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of interest and principal at all times, but subordinate to the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes provided however, that, on each Interest Payment Date, Available Revenue Receipts will be applied towards repayment of principal amounts outstanding on the Class X1 Notes pursuant to the Pre-Enforcement Revenue Priority of Payments.

The Class X2 Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of interest and principal at all times, but subordinate to the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class X1 Notes provided however, that, on each Interest Payment Date, Available Revenue Receipts will be applied towards repayment of principal amounts outstanding on the Class X2 Notes pursuant to the Pre-Enforcement Revenue Priority of Payments.

The RC1 Residual Certificates rank *pro rata* and *pari passu* without preference or priority among themselves in relation to RC1 Payments at all times and the RC2 Residual Certificates rank *pro rata* and *pari passu* without preference or priority among themselves in relation to RC2 Payments at all times and are subordinate to all payments due in respect of the Notes.

Certain amounts due by the Issuer to its other Secured Creditors (and, prior to the service of an Enforcement Notice only, certain unsecured creditors) will rank in priority to all Classes of the Notes and the Residual Certificates.

Security:

The Notes and the Residual Certificates are secured and will share the Security with the other Secured Creditors. Pursuant to the Deed of Charge on the Closing Date, the Notes and the Residual Certificates will be secured by, among other things, the following (the "**Security**"):

(a) an assignment by way of security of (and, to the extent not assigned, a charge by way of first fixed charge over) the Issuer's rights, title, interest and benefit in and to the Transaction Documents (other than the Trust Deed and the Deed of Charge) and any sums derived therefrom (provided that the assignment by way of security of the Issuer's rights under any Swap Agreement shall be subject to any rights of set off or netting provided for thereunder);

(b) an assignment by way of security of (and, to the extent not assigned, a charge by way of first fixed charge over) the Issuer's interest in the Loans and their Related Security and other related rights comprised in the Portfolio and any sums derived therefrom;

(c) an assignment by way of security of (and, to the extent not assigned, a charge by way of first fixed charge over) the Issuer's rights, title, interest and benefit to and under Insurance Policies assigned to the Issuer pursuant to the Mortgage Sale Agreement;

(d) a charge by way of first fixed charge over the Issuer's interest in its bank and/or securities accounts (including the Deposit Account, the Class A and B Liquidity Reserve Fund Account, the Standby Account and the Swap Cash Collateral Account in respect of the Swap Agreement) maintained with the Issuer Account Bank and/or with any other bank or custodian and any sums or securities standing to the credit thereof;

(e) an assignment by way of first fixed security of (and, to the extent not assigned, a charge by way of first fixed charge over) (but subject to the right of reassignment) the benefit of the Issuer's rights, title, interest and benefit under the Collection Account Trust (created pursuant to the Collection Account Declaration of Trust) and the Expenses Account Trust (created pursuant to the Expenses Account Declaration of Trust);

(f) a charge by way of first fixed charge over the Issuer's interest in all Authorised Investments permitted to be made by the Issuer or the Cash Manager (acting on the instructions of the Servicer) on its behalf; and

(g) a floating charge over all assets of the Issuer not otherwise subject to the charges referred to above or otherwise effectively assigned by way of security (whether or not the subject of the charges referred to above as aforesaid).

See the section entitled "*Summary of the Key Transaction Documents – Deed of Charge*".

Interest Provisions: Please refer to the "*Transaction Overview – Summary of the Terms and Conditions of the Notes and the Residual Certificates – Full Capital Structure of the Notes and the Residual Certificates*" table above and Condition 6 (*Interest*).

Deferral: Interest due and payable on the Most Senior Class of Notes may not be deferred. Interest due and payable on the Notes (other than the Most Senior Class of Notes) may be deferred in accordance with Condition 17 (*Subordination by Deferral*). The non-payment of any deferred interest on any Notes will not, if the Issuer has insufficient funds to make payment in full of such deferred interest, be an Event of Default unless such Notes are the Most Senior Class at the time of non-payment.

Gross-up: None of the Issuer or any Paying Agent or 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.

Notes Redemption: The Notes are subject to the following redemption events, amongst others set out in Condition 8 (*Redemption*):

- mandatory redemption in whole on the Interest Payment Date falling in June 2068 (the "**Final Maturity Date**"), as fully set out in Condition 8.1 (*Redemption at Maturity*);

- mandatory redemption in part on any Interest Payment Date commencing on the First Interest Payment Date but prior to the service of an Enforcement Notice subject to:

  (X) the availability of Available Principal Receipts (to the extent not applied as Principal Addition Amounts to cover any Senior Expenses Deficit) which shall be applied:

    (a) first, on the First Interest Payment Date only, to redeem the Collateralised Notes *pari passu* and *pro rata* in an aggregate amount equal to the Pre-Funding Unused Amount;

    (b) second, prior to the occurrence of a Sequential Payment Trigger Event, to repay the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes on a *pro rata* and *pari passu* basis, and, on or following the occurrence of a Sequential Payment Trigger Event:

      (A) to repay the Class A Notes on a *pari passu* and *pro rata* basis until they are each repaid in full; and thereafter applied;

      (B) to repay the Class B Notes on a *pari passu* and *pro rata* basis until they are each repaid in full; and thereafter applied;

      (C) to repay the Class C Notes on a *pari passu* and *pro rata* basis until they are each repaid in full; and thereafter applied;

      (D) to repay the Class D Notes on a *pari passu* and *pro rata* basis until they are each repaid in full; and there after applied;

      (E) to repay the Class E Notes on a *pari passu* and *pro rata* basis until they are each repaid in full.

  (Y) the availability (in respect of the Class X1 Notes and Class X2 Notes) of Available Revenue Receipts shall be applied in accordance with the Pre-Enforcement Revenue Priority of Payments:

    (a) first, on a *pari passu* and *pro rata* basis to repay the Class X1 Notes until they are repaid in full; and

    (b) second, on a *pari passu* and *pro rata* basis to repay the Class X2 Notes until they are repaid in full;

- mandatory redemption of the Notes in full following the exercise by the Option Holder of the Call Option, as fully set out in Condition 8.3 (*Mandatory Redemption of the Notes in Full*), or mandatory redemption of the Notes in full as set out in Condition 8.4 (*Mandatory Redemption of the Notes for Taxation or Other Reasons*), following which redemption the Residual Certificates will be redeemed and cancelled in full in accordance with Residual Certificates Condition 6.6 (*Termination of Payments*).

  Any Note redeemed pursuant to the above redemption provisions will be redeemed at an amount equal to its Principal Amount Outstanding together with accrued (and unpaid) interest on its Principal Amount Outstanding up to (but excluding) the date of redemption.

Expected Average Lives of the Notes: The actual average lives of the Notes cannot be stated, as the actual rate of repayment of the Loans and redemption of the Loans and a number of other relevant factors are unknown. However, calculations of the possible average lives of the Notes can be made based on certain assumptions as described under the section entitled "*Weighted Average Lives of the Notes*".

Event of Default: As fully set out in Condition 11 (*Events of Default*) and the Residual Certificates Condition 10 (*Events of Default*), which includes, *inter alia* (where relevant, subject to the applicable grace period):

(a) subject to the deferral provisions in Condition 17 (*Subordination by Deferral*), non-payment of interest and/or principal and such non-payment continues for a period of three Business Days in the case of interest and five Business Days in the case of principal;

(b) in respect of the Residual Certificates only, failure to pay any amount due and the default continues for more than 14 Business Days from the due date for payment (provided that all of the notes have been redeemed in full);

(c) breach of any other contractual obligations by the Issuer under the Transaction Documents if such breach is incapable of remedy or, if it is capable of remedy, has not been remedied within the applicable grace period;

(d) any material representation or warranty made by the Issuer (i) is incorrect on the date on which such material representation or warranty was given, where the matters giving rise to such misrepresentation is incapable of remedy, or (ii) where the matter is capable of remedy, is incorrect and has not been remedied within the applicable grace period;

(e) the Issuer ceasing or threatening to cease to carry on the whole or a substantial part of its business; and

(f) the occurrence of certain insolvency related events in relation to the Issuer.

Enforcement: Following the occurrence of an Event of Default, the Note Trustee may (and, if so directed in writing by the holders of not less than 25 per cent. in aggregate Principal Amount Outstanding (or if no Notes remain outstanding, 25 per cent.

in number of the holders of the relevant Class of Residual Certificates then in issue) of the Most Senior Class or, if so directed by an Extraordinary Resolution of the holders of the Most Senior Class outstanding (or if no Notes remain outstanding, the relevant Class of Residual Certificates then in issue), shall) serve an Enforcement Notice on the Issuer that all Classes of Notes are immediately due and payable and that any RC1 Payments or RC2 Payments pursuant to the Residual Certificates are immediately due and payable, provided that the Note Trustee is indemnified and/or prefunded and/or secured to its satisfaction.

Following the service of an Enforcement Notice to the Issuer, the Security Trustee may enforce the Security.

Limited Recourse and Non-Petition: The Notes are limited recourse obligations of the Issuer, and, if not repaid in full, amounts outstanding are subject to a final write-off, which is described in more detail in Condition 12.3 (*Limited Recourse*). In accordance with Condition 12.2 (*Limitations on Enforcement*), no Noteholder may proceed directly against the Issuer unless the Note Trustee or the Security Trustee, having become bound to do so, fails to do so within a reasonable period of time and such failure is continuing.

The Residual Certificateholders are only entitled to funds which are available to the Issuer in accordance with the applicable Priority of Payments and therefore the Residual Certificates are limited recourse obligations of the Issuer.

Governing Law: English law.

TRANSACTION OVERVIEW – RIGHTS OF NOTEHOLDERS AND CERTIFICATEHOLDERS AND RELATIONSHIP WITH OTHER SECURED CREDITORS

Please refer to the sections entitled "Terms and Conditions of the Notes", "Terms and Conditions of the Residual Certificates*" and "Risk Factors" for further detail in respect of the rights of Noteholders and Certificateholders, conditions for exercising such rights and relationship with other Secured Creditors.*

Prior to an Event of Default:

Prior to the occurrence of an Event of Default, Noteholders holding not less than 10 per cent. of the Principal Amount Outstanding of the Notes then outstanding or, as applicable, Certificateholders holding not less than 10 per cent. of the number of Residual Certificates then in issue are entitled to convene a Noteholders' meeting or a Certificateholders' meeting, respectively.

However, so long as no Event of Default has occurred and is continuing, neither the Noteholders nor the Certificateholders are entitled to instruct or direct the Issuer to take any actions, either directly or through the Note Trustee, without the consent of the Issuer and, if applicable, certain other Transaction Parties, unless the Issuer has an obligation to take such actions under the relevant Transaction Documents.

Following an Event of Default:

Following the occurrence of an Event of Default, Noteholders may, if they hold not less than 25 per cent. of the Principal Amount Outstanding (or, in the case of a Class of Residual Certificates, 25 per cent. in number of the holders of such Class then in issue) of the Most Senior Class, or if an Extraordinary Resolution of the holders of the Most Senior Class is passed, direct the Note Trustee to give an Enforcement Notice to the Issuer that all classes of the Notes are immediately due and repayable at their respective Principal Amount Outstanding together with accrued (but unpaid) interest or that all RC1 Payments or RC2 Payments pursuant to the Residual Certificates are immediately due and payable, as applicable. The Note Trustee shall not be bound to take any such action unless first indemnified and/or prefunded and/or secured to its satisfaction.

Noteholders and Certificateholders Meeting provisions:

	Initial meeting	*Adjourned meeting*
Notice period:	At least 21 clear calendar days (and no more than 365 calendar days).	At least 10 clear calendar days (and no more than 42 clear days).
Quorum for Ordinary Resolution:	One or more persons present and representing in aggregate not less than 25 per cent. of the Principal Amount Outstanding of the relevant Class of Notes or 25 per cent. of the relevant Class of Residual Certificates then in issue.	One or more persons present and representing in aggregate not less than 10 per cent. of the Principal Amount Outstanding of the relevant Class of Notes or 10 per cent. of the relevant Class of Residual Certificates then in issue.

Quorum for Extraordinary Resolution (other than a Basic Terms Modification)	One or more persons present and representing in aggregate not less than 50 per cent. of the aggregate Principal Amount Outstanding of the relevant Class of Notes or 50 per cent. of the relevant Class of the Residual Certificates then in issue.	One or more persons present and representing in aggregate not less than 25 per cent. of the aggregate Principal Amount Outstanding of the relevant Class of Notes or 25 per cent. of the relevant Class of the Residual Certificates then in issue.
Quorum for Extraordinary Resolution to approve a Basic Terms Modification	One or more persons present and representing in aggregate 75 per cent. of the Principal Amount Outstanding of the relevant Class of Notes or 75 per cent. of the relevant Class of Residual Certificates then in issue.	One or more persons present and representing in aggregate 50 per cent. of the Principal Amount Outstanding of the relevant Class of Notes or 50 per cent. of the relevant Class of Residual Certificates then in issue.
Required majority for Ordinary Resolution:	A clear majority of persons eligible to attend and vote at such meeting and voting at that meeting upon a show of hands or, if a poll is duly demanded, by a clear majority of the votes cast on such poll (an "**Ordinary Resolution**").	
Required majority for Extraordinary Resolution:	Majority consisting of not less than three-quarters of persons eligible to attend and vote at such meeting and voting at such meeting upon a show of hands or, if a poll is duly demanded, by a majority consisting of not less than three-quarters of the votes cast on such poll (an "**Extraordinary Resolution**").	
Required majority for a written resolution:	Extraordinary Resolution: Not less than 75 per cent. in aggregate Principal Amount Outstanding of the relevant Class of Notes. Ordinary Resolution: Not less than a clear majority in aggregate Principal Amount Outstanding of the relevant Class of Notes. A written resolution has the same effect as an Ordinary Resolution or an Extraordinary Resolution.	

Matters requiring Extraordinary Resolution: The following matters require an Extraordinary Resolution of the relevant Noteholders (and, in the case of a Basic Terms Modification, an

Extraordinary Resolution of the Certificateholders), as set out in the Trust Deed:

(a) to sanction or to approve a Basic Terms Modification;

(b) to sanction any compromise or arrangement proposed to be made between the Issuer, the Note Trustee, the Security Trustee, any Appointee and the Noteholders or any of them or any other party to any Transaction Document;

(c) to sanction any abrogation, modification, compromise or arrangement in respect of the rights of the Note Trustee, the Security Trustee any Appointee, the Noteholders, the Issuer or any other party to any Transaction Document against any other or others of them or against any of their property whether such rights arise under the Trust Deed, any other Transaction Document or otherwise;

(d) to approve the substitution of any entity for the Issuer (or any previous substitute) as principal debtor under the Notes or the Residual Certificates other than in accordance with Condition 8.4 (*Mandatory Redemption of the Notes for Taxation or Other Reasons*) or Condition 13.10 (*Issuer Substitution Condition*) or Residual Certificates Condition 12.18 (*Issuer Substitution Condition*);

(e) to assent to any modification of the provisions of the Trust Deed or any other Transaction Document which is proposed by the Issuer, the Note Trustee, the Security Trustee or any other party to any Transaction Document or any Noteholder or Certificateholder, other than those modifications which are sanctioned by the Note Trustee without the consent or sanction of the Noteholders in accordance with the terms of the Trust Deed;

(f) to approve of a person to be appointed a trustee and power to remove any trustee or trustees for the time being in respect of the Notes subject to and in accordance with the Trust Deed or the Deed of Charge;

(g) to approve the appointment of a substitute Servicer in circumstances where a Servicer has resigned and the appointment of the substitute Servicer could reasonably be expected to have an adverse effect on the rating of the Notes or if it is not clear whether the rating of the Notes will be maintained as the rating before the termination of the relevant Servicer (in each case as indicated by a Rating Agency Confirmation or otherwise by a relevant Rating Agency);

(h) to authorise the Note Trustee, the Security Trustee and/or any Appointee (subject to all or any of them being indemnified and/or secured and/or prefunded to their satisfaction) to concur in and execute and do all such deeds, instruments, acts and things as may be necessary to carry out and give effect to any Extraordinary Resolution;

(i) to discharge or exonerate the Note Trustee, the Security Trustee and/or any Appointee from all Liability in respect of any act or omission for which the Note Trustee, the Security Trustee, and/or such Appointee may have become or may become responsible under any Transaction Document;

(j) to give any authority or sanction which under the provisions of the Trust Deed or any other Transaction Document is required to be given by Extraordinary Resolution;

(k) to appoint any persons (whether Noteholders or not) as a committee or committees to represent the interests of the Noteholders or the Certificateholders and to confer upon such committee or committees any powers or discretions which the Noteholders or the Certificateholders could themselves exercise by Extraordinary Resolution;

(l) to sanction any scheme or proposal for the exchange, sale, conversion or cancellation of the Notes or the Residual Certificates in consideration of shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities of the Issuer or any other company formed or to be formed, or for or into or in consideration of cash, or partly for or into or in consideration of such shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities as aforesaid and partly for or into or in consideration of cash; or

(m) to give any other authorisation or sanction which under the Trust Deed or any other Transaction Document is required to be given by Extraordinary Resolution.

Relationship between Classes of Noteholders and Certificateholders:

Subject to the provisions governing a Basic Terms Modification, an Extraordinary Resolution of a relevant Class of Notes shall be binding on all other Classes of Notes which are subordinate to such Class of Notes in the Post-Enforcement Priority of Payments and on the Residual Certificates, irrespective of the effect upon them. No Extraordinary Resolution of any other Class of Noteholders shall take effect for any purpose while the Most Senior Class of Notes remains outstanding unless it shall have been sanctioned by an Extraordinary Resolution of the holders of the Most Senior Class of Notes, or the Note Trustee is of the opinion it would not be materially prejudicial to the interests of the holders of the Most Senior Class of Notes.

The voting rights of the Certificateholders are limited to the extent that any Ordinary Resolution or Extraordinary Resolution of the Certificateholders is only effective if, while any Classes of Notes remain outstanding, such resolution has been sanctioned by an Ordinary Resolution or Extraordinary Resolution, respectively, of the Most Senior Class of Notes and all other Classes of Notes then outstanding, or the Note Trustee is of the opinion that it would not be materially prejudicial to the interests of the holders of the Most Senior Class of Notes and all other Classes of Notes then outstanding.

A Basic Terms Modification requires an Extraordinary Resolution of the holders of each affected Class or Classes of Notes and/or Residual Certificates then in issue, as applicable.

Subject to the provisions governing a Basic Terms Modification and the foregoing paragraphs, a resolution which, in the opinion of the Note Trustee, affects the interests of the holders of:

(a) Notes and/or Residual Certificates of one Class only shall be deemed to have been duly passed if passed at a meeting (or by a resolution in writing or, by a resolution passed by way of consents received through the relevant Clearing System(s)) of the holders of that Class of Notes and/or Residual Certificates so affected;

(b) any two or more Classes of Notes and/or Residual Certificates, but does not give rise to an actual or potential conflict of interest between the holders of such Notes and/or Residual Certificates, shall be deemed to have been duly passed if passed at a single meeting (or by a single resolution in writing or, by a single resolution passed by way of electronic consents received through the relevant Clearing System(s)) of the holders of each such Class of Notes and/or Residual Certificates so affected; and

(c) one or more Classes of Notes and/or Residual Certificates, but does not give rise to an actual or potential conflict of interest between the holders of such Classes of Notes and/or Residual Certificates, shall be deemed to have been duly passed if passed at a single meeting (or by a single resolution in writing or, by a single resolution passed by way of consents received through the relevant Clearing System(s)) of the holders of such Classes of Notes and/or Residual Certificates so affected. Where such a resolution gives, or may give, rise to an actual or potential conflict of interest between the holders of such Classes of Notes and/or Residual Certificates, it shall be deemed to have been duly passed only if passed at separate meetings (or by separate resolutions in writing or, by separate resolutions passed by way of electronic consents received through the relevant Clearing System(s)) of the holders of each such Class of Notes and/or Residual Certificates so affected.

"**Clearing System**" means Euroclear and/or Clearstream, Luxembourg and includes in respect of any Note and/or Residual Certificate any clearing system on behalf of which such Note and/or Residual Certificate is held or which is the holder or (directly or through a nominee) registered owner of a Note and/or a Residual Certificate, in either case whether alone or jointly with any other Clearing System(s).

Relationship between Noteholders and other Secured Creditors:

So long as any of the Notes are outstanding, neither the Security Trustee nor the Note Trustee shall have regard to the interests of the other Secured Creditors.

So long as the Notes are outstanding, the Note Trustee will have regard to the interests of each Class of the Noteholders, but if in the Note Trustee's sole opinion there is a conflict between the interests of any Classes of Notes, it will have regard solely to the interests of the holders of the

relevant affected Class of Notes ranking in priority to the other relevant Classes of Notes in the Post-Enforcement Priority of Payments and the holders of such subordinated Classes of Notes shall have no claim against the Note Trustee for so doing.

"**Secured Obligations**" means any and all of the monies and liabilities which the Issuer covenants and undertakes to pay or discharge under the Issuer's covenant to pay as set out in the Deed of Charge.

Relevant Person as Noteholder or Certificateholder:

For certain purposes, including the determination as to whether Notes are deemed outstanding or Residual Certificates are deemed in issue, and for the purposes of convening a meeting of the Noteholders or the Certificateholders, those Notes or Residual Certificates (if any) which are for the time being held by or on behalf of or for the benefit of any member of the Lendco group of companies (each such entity a "**Relevant Person**"), in each case as a beneficial owner, shall (unless and until ceasing to be so held) be deemed not to remain outstanding or in issue, except where all of the Notes and/or the Residual Certificates of any Classes are held by or on behalf of or for the benefit of one or more Relevant Persons, in which case such Classes of Notes and/or the Residual Certificates (the "**Relevant Class**") shall be deemed to remain outstanding or in issue (as the case may be), except that, if there is any other Class of Notes and/or the Residual Certificates ranking (with regard to the definition of Most Senior Class) *pari passu* with, or junior to, the Relevant Class and one or more Relevant Persons are not the beneficial owners of all the Notes and/or the Residual Certificates of such Class, then the Relevant Class of Notes shall be deemed not to remain outstanding and provided that in relation to a matter relating to a Basic Terms Modification any Notes or the Residual Certificates which are for the time being held by or on behalf of or for the benefit of a Relevant Person, in each case as beneficial owner, shall be deemed to remain outstanding or in issue, as applicable.

Provision of Information to the Noteholders and the Certificateholders:

For so long as the Notes are outstanding, the Issuer shall procure that the Cash Manager will prepare a monthly investor report detailing, among other things, certain aggregated loan file data in relation to the Portfolio (the "**UK Investor Report**") as required by and in accordance with SECN 6.2.1R(5), SECN 11 (including its Annexes) and SECN 12 (including its Annexes) (and which shall be provided simultaneously with the UK SR Data Tape in accordance with SECN 6.2.2R and in the form of the standardised template set out in SECN 11 Annex 12R and SECN 12 Annex 12R or as otherwise agreed between the Issuer and the Cash Manager), and shall deliver such reports to the Servicer in accordance with the terms of the Cash Management Agreement.

In addition, for so long as the Notes are outstanding, the Issuer shall procure that the Cash Manager will prepare a monthly investor report detailing, among other things, certain aggregated loan file data in relation to the Portfolio (the "**EU Investor Report**") and together with the UK Investor Report, the "**Investor Reports**" as required by and in accordance with Article 7(1)(e) of the EU Securitisation Regulation and the EU Article 7 Technical Standards, but solely as such articles and technical standards are interpreted and applied on the Closing Date, and shall deliver such reports to the Servicer in accordance with the terms of the Cash Management Agreement.

Lendco as originator shall make available or procure on demand, from the Closing Date until the Notes have been redeemed in full, a liability cashflow model (the "**Cash Flow Model**") to investors, either directly or indirectly through one or more entities which provide such Cash Flow Models, which precisely represents the contractual relationship between the Loans and the payments flowing between the Seller, investors in the Notes, other third parties and the Issuer. The Cash Flow Model shall be made available (i) prior to pricing of the Notes to potential investors, and (ii) on an ongoing basis and to investors in the Notes and to potential investors in the Notes upon request on the Reporting Website and the UK Securitisation Repository Website.

Based upon the requirements of the UK Securitisation Framework and EU Securitisation Regulation that are applicable as at the date of this Prospectus, until the Servicer and the Cash Manager are notified in writing by the Issuer of any differences and/or deviations from the prescribed templates to be used pursuant to the EU Securitisation Regulation or the UK Securitisation Framework (as applicable) it is expected that each EU Investor Report will be the same as each UK Investor Report (in which case the Servicer will only be required to produce one report for both requirements) and each EU Investor Report will be the same as each UK Investor Report (in which case the Cash Manager will only be required to produce one report for both requirements).

The Issuer will also procure that the Servicer will prepare on a monthly basis certain loan-by-loan information in relation to the Portfolio in respect of each Collection Period as required by SECN 6.2.1R(1) and SECN 11 (including its Annexes) and SECN 12 (including its Annexes) (and which shall be provided simultaneously with the UK Investor Report and in accordance with SECN 6.2.2R and in the form of the standardised template set out in SECN 11 Annex 2R and SECN 12 Annex 2R or as otherwise agreed between the Issuer and the Servicer) (the "**UK SR Data Tape**").

In addition, the Issuer will also procure that the Servicer will prepare on a monthly basis certain loan-by-loan information in relation to the Portfolio in respect of each Collection Period as required by Article 7(1)(a) of the EU Securitisation Regulation and the EU Article 7 Technical Standards, but solely as such articles and technical standards are interpreted and applied on the Closing Date (the "**EU SR Data Tape**").

The Issuer: (a) (as designated reporting entity for the purposes of SECN 6.3.1R(1)) will provide (or will procure the provision of) certain information and reports required pursuant to the UK Securitisation Framework, and (b) subject to certain conditions, has contractually agreed to provide (or to procure the provision of) certain information and reports required pursuant to the EU Securitisation Regulation as such requirements exist on the Closing Date, as more fully set out under the sections entitled "*General Information – Post-issuance information – UK Securitisation Framework Reporting*" and "*General Information – Post-issuance information – EU Securitisation Regulation Reporting*".

"**EuroABS**" means EuroABS Limited.

"**Reporting Website**" means the datasite hosted by EuroABS at https://www.euroabs.com/IH.aspx?d=33332, being a website which conforms with the requirements set out in Article 7(2) of the EU Securitisation Regulation (as such legislation is interpreted and applied on the Closing Date) (or such other website which may be available for such purpose and notified by the Servicer to the Seller, the Issuer, the Cash Manager, the Security Trustee, the Note Trustee, each Rating Agency and the Noteholders from time to time).

"**UK Securitisation Repository**" means Secrep Limited.

"**UK Securitisation Repository Website**" means the website of the UK Securitisation Repository at www.secrep.co.uk, being a website that conforms with the requirements set out in SECN 6.3 (or such other website which may be available for such purpose and notified by the Servicer to the Seller, the Issuer, the Cash Manager, the Security Trustee, the Note Trustee, each Rating Agency, the Noteholders and the Certificateholders from time to time).

Communication with Noteholders and Certificateholders:

Any notice to be given by the Issuer or the Note Trustee to Noteholders and/ or Certificateholders shall be given in the following manner:

(a) subject to paragraph (d) below, any notice to Noteholders and/or Certificateholders shall be validly given 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 English newspaper or newspapers as the Note Trustee shall approve in advance having a general circulation in the United Kingdom, provided that if, at any time, (i) the Issuer procures that the information concerned in such notice shall appear on a page of the Reuters screen, the Bloomberg screen or any other medium for electronic display of data as may be previously approved in writing by the Note Trustee and notified to Noteholders and/or Certificateholders (in each case a "**Relevant Screen**"), or (ii) paragraph (c) below applies and the Issuer has so elected, publication in the newspaper set out above or such other newspaper or newspapers shall not be required with respect to such notice;

(b) in respect of Notes or Residual Certificates in definitive form, notices to Noteholders or Certificateholders (as applicable) will be sent to them by first class post (or its equivalent) or (if posted to an address outside the United Kingdom) by airmail at the respective addresses on the Register. Any such notice will be deemed to have been given on the fourth day after the date of posting;

(c) while the Notes are represented by Global Notes, notices to holders of the Notes will be valid if published as described above, or, at the option of the Issuer, if submitted to Euroclear and/or Clearstream, Luxembourg for communication by them to holders of the Notes. Any notice delivered to Euroclear and/or Clearstream, Luxembourg, as aforesaid shall be deemed to have been given on the day of such delivery; and

(d) so long as the relevant Notes are admitted to the Official List and admitted to trading on the main market of the London Stock Exchange, all notices to the Noteholders will be valid if published in a manner which complies with the rules and regulations of the London Stock Exchange (which includes delivering a copy of such notice to the London Stock Exchange) and any such notice will be deemed to have been given on the date sent to the London Stock Exchange.

The Note Trustee shall be at liberty to sanction some other method where, in its sole opinion, the use of such other method would be reasonable having regard to market practice then prevailing and to the requirements of the stock exchanges, competent listing authorities and/or the quotation systems on or by which the Notes and/or Residual Certificates are then listed, quoted and/or traded and provided that advance notice of such other method is given to Noteholders and Certificateholders in such manner as the Note Trustee shall require.

TRANSACTION OVERVIEW – CREDIT STRUCTURE AND CASHFLOW

Please refer to the sections entitled "Credit Structure" and "Cashflows" for further detail in respect of the credit structure and cashflow of the transaction.

Available Funds of the Issuer:

Prior to an Enforcement Notice being served on the Issuer, the Cash Manager on behalf of the Issuer will apply Available Revenue Receipts and Available Principal Receipts on each Interest Payment Date in accordance with the Pre-Enforcement Revenue Priority of Payments and the Pre-Enforcement Principal Priority of Payments, respectively, as set out below.

"**Available Revenue Receipts**" means, for each Interest Payment Date, an amount equal to the aggregate of (without double counting):

(a) all Revenue Receipts or, if in a Determination Period, any Calculated Revenue Receipts, in each case excluding any Reconciliation Amounts to be applied as Available Principal Receipts on that Interest Payment Date, received by the Issuer:

(i) during the immediately preceding Collection Period; or

(ii) if representing amounts received in respect of any repurchases of Loans and their Related Security by the Seller pursuant to the Mortgage Sale Agreement, from but excluding the Collection Period Start Date immediately preceding the immediately preceding Interest Payment Date (or, in the case of the first Interest Payment Date, from and including the Closing Date) to and including the immediately preceding Collection Period Start Date;

(b) interest payable to the Issuer on the Issuer Accounts and received in the immediately preceding Collection Period (other than the Standby Account and any amount of interest or income received in respect of any Swap Collateral) and income from any Authorised Investments to be received on or prior to the Interest Payment Date (other than any amount of income received in respect of the Swap Collateral);

(c) amounts received or to be received by the Issuer under or in connection with the Swap Agreement (other than (i) any Early Termination Amount (as defined in the Swap Agreement) received by the Issuer under the Swap Agreement, (ii) Swap Collateral, (iii) any Replacement Swap Premium paid to the Issuer, and (iv) amounts in respect of Swap Tax Credits on such Interest Payment Date other than, in each case, any Swap Collateral Account Surplus which is to be applied as Available Revenue Receipts in accordance with the Swap Collateral Account Priority of Payments);

(d) on each Interest Payment Date up to but excluding the Class B Redemption Date, the Class A and B Liquidity Reserve Fund Excess Amount (which, for the avoidance of doubt, shall be calculated prior to determining any Class A and B Liquidity Reserve Fund Release Amount, Principal Addition Amounts and Liquidity Drawings (if any) to be applied on such Interest Payment Date in accordance with the Pre-Enforcement Revenue Priority of Payments);

(e) on the Class B Redemption Date, all amounts standing to the credit of the Class A and B Liquidity Reserve Fund Account;

(f) on each Interest Payment Date following a Determination Period, any Reconciliation Amounts deemed to be Available Revenue Receipts in accordance with Condition 6.8(c) (*Determinations and Reconciliation*);

(g) amounts credited to the Deposit Account on the previous Interest Payment Date in accordance with item (z) of the Pre-Enforcement Revenue Priority of Payments;

(h) amounts representing the Optional Purchase Price received by the Issuer upon the sale of the Loans and their Related Security comprising the Portfolio further to the exercise of the Call Option;

(i) other net income of the Issuer received during the immediately preceding Collection Period, excluding any Principal Receipts;

(j) amounts (which would otherwise constitute Available Principal Receipts) determined to be applied as Available Revenue Receipts on the immediately succeeding Interest Payment Date in accordance with item (e) of the Pre-Enforcement Principal Priority of Payments; and

(k) any Liquidity Drawings (including drawings made from the Standby Account as a deemed Liquidity Drawing) made with reference to such Interest Payment Date to cure a Class A Liquidity Deficit but solely after having applied other Available Revenue Receipts, Class A and B Liquidity Reserve Fund Release Amounts and Principal Addition Amounts;

less:

(l) amounts (which would otherwise constitute Revenue Receipts) applied from time to time during the immediately preceding Collection Period and transferred to the Expenses Account pursuant to the Servicing Agreement and the Cash Management Agreement towards making payment of certain monies which properly belong to third parties (including the Seller) such as (but not limited to):

(i) certain costs and expenses charged or incurred by the Servicer in respect of its servicing of the Loans pursuant to the Servicing Agreement, other than the Servicing Fee and not otherwise covered by the items below;

(ii) any amounts required to be paid into the Expenses Account in accordance with schedule 2 (*Banking*) of the Servicing Agreement;

(iii) payments of certain insurance premiums in respect of the Borrower Buildings Policies and Title Indemnity Policies (to the extent referable to the Loans);

(iv) amounts under a Direct Debit which are repaid to the bank making the payment if such bank is unable to recoup or recall

such amount itself from its customer's account or is required to refund an amount previously debited; and

(v) any amount received from a Borrower for the express purpose of payment being made to a third party for the provision of a service to that Borrower,

(items within this paragraph (l) being collectively referred to herein as "**Third Party Amounts**");

(m) amounts standing to the credit of the Expenses Ledger of the Deposit Account towards making payment of Transaction Expenses and to pay any Expenses Unused Amount to the Seller on the First Interest Payment Date;

(n) any tax payments paid or payable by the Issuer during the immediately preceding Collection Period to the extent not funded from amounts standing to the credit of the Issuer Profit Account; and

(o) (taking into account any amount paid by way of Third Party Amounts) amounts to remedy any overdraft in relation to the Collection Account or to pay any amounts due to the Collection Account Bank.

"**Direct Debit**" means a written instruction of a Borrower authorising its bank to honour a request of the Seller to debit a sum of money on specified dates from the account of the Borrower for deposit into an account of the Seller.

"**Available Principal Receipts**" means, for any Interest Payment Date, an amount equal to the aggregate of (without double counting):

(a) all Principal Receipts or, if in a Determination Period, any Calculated Principal Receipts, in each case excluding an amount equal to any Reconciliation Amounts to be applied as Available Revenue Receipts on that Interest Payment Date, received by the Issuer:

(i) during the immediately preceding Collection Period; or

(ii) if representing amounts received in respect of any repurchases of Loans and their Related Security that were repurchased by the Seller pursuant to the Mortgage Sale Agreement, received by the Issuer from but excluding the Collection Period Start Date immediately preceding the immediately preceding Interest Payment Date (or, in the case of the first Interest Payment Date, from and including the Closing Date) to and including the immediately preceding Collection Period Start Date;

(b) the amounts (if any) calculated on the Calculation Date preceding that Interest Payment Date pursuant to the Pre-Enforcement Revenue Priority of Payments, to be the amount by which the debit balance of each of the Class A Principal Deficiency Sub-Ledger and/or the Class B Principal Deficiency Sub-Ledger and/or the Class C Principal Deficiency Sub-Ledger and/or the Class D Principal Deficiency Sub-Ledger and/or the Class E Principal Deficiency Sub-Ledger is to be reduced on that Interest Payment Date;

(c) any amounts deemed to be Available Principal Receipts in accordance with item (x) of the Pre-Enforcement Revenue Priority of Payments (the "**Enhanced Amortisation Amounts**");

(d) on the First Interest Payment Date only, the Pre-Funding Unused Amount;

(e) on each Interest Payment Date following a Determination Period, any Reconciliation Amounts deemed to be Available Principal Receipts in accordance with Condition 6.8(c) (*Determinations and Reconciliation*); and

(f) (in respect of the first Interest Payment Date only) the amount paid into the Deposit Account on the Closing Date from the excess of the proceeds of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes over the Initial Consideration,

less:

(g) the amount of Principal Receipts used during the immediately preceding Collection Period to purchase any Permitted Fee Capitalisation Amounts or Additional Mortgage Loans.

"**Optional Redemption Date**" means the Interest Payment Date falling in June 2031.

"**Liquidity Drawing**" means a drawing of the Liquidity Facility under the Liquidity Facility Agreement.

"**Final Redemption Date**" means the Interest Payment Date in respect of which the Cash Manager determines on the immediately preceding Calculation Date that, following the application on such Interest Payment Date of (i) Available Revenue Receipts in accordance with the Pre-Enforcement Revenue Priority of Payments, (ii) Class A and B Liquidity Reserve Fund Release Amounts in meeting any Class A and B Liquidity Deficit and any Liquidity Drawing in meeting any Class A Liquidity Deficit, in each case, against the relevant items in the Pre-Enforcement Revenue Priority of Payments in the order that they appear in the Pre-Enforcement Revenue Priority of Payments, (iii) the sum of the Available Principal Receipts (other than paragraph (c) of the definition thereof), (iv) all amounts standing to the credit of the Class A and B Liquidity Reserve Fund Account (after the application of any Class A and B Liquidity Reserve Fund Release Amounts) and (v) all amounts which (but for the occurrence of the Final Redemption Date) would have been available for application pursuant to items (y) to (aa) (inclusive) of the Pre-Enforcement Revenue Priority of Payments, such amounts would be sufficient to redeem in full the Notes on such Interest Payment Date, including, as the case may be, as a result of the mandatory redemption of the Notes pursuant to Condition 8.3 (*Mandatory Redemption of the Notes in Full*) or Condition 8.4 (*Mandatory Redemption of the Notes for Taxation or Other Reasons*).

"**Sequential Payment Trigger Event**" means the occurrence of any of the following:

(a) the aggregate Current Balance of the Loans in the Portfolio which are three months or more in arrears exceeds 1.75% of the aggregate Current Balance of the Loans in the Portfolio;

(b) following the application of the Pre-Enforcement Revenue Priority of Payments on any Interest Payment Date, any debit remains standing to the Class E Principal Deficiency Sub-Ledger;

(c) the relevant Calculation Date falls after the Interest Payment Date occurring 9 months (inclusive) after the Closing Date; or

(d) the aggregate Current Balance of the Loans in the Portfolio (excluding any Enforced Loans) is less than 50% of the aggregate Current Balance of the Loans in the Portfolio as at the Closing Date.

Summary of Priorities of Payments: Below is a summary of the relevant payment priorities. Full details of the payment priorities are set out in the section entitled "*Cashflows*".

Pre-Enforcement Revenue Priority of Payments:

(a) Amounts due to the Note Trustee and the Security Trustee and any Appointee thereof including charges, liabilities, fees, costs and expenses

(b) Amounts due to the Agent Bank, the Registrar, the Paying Agents, the Cash Manager, the Servicer, the Back-Up Servicing Facilitator, the Corporate Services Provider, the Issuer Account Bank, the Custodian, (if applicable) the UK Securitisation Repository, EuroABS or any other third-party website provider, in each case including all fees, costs, charges, liabilities and expenses

(c) Third party expenses, any Transfer Costs

(d) In the following order of priority: *first*, on a *pro rata* and *pari passu* basis, amounts due to the Liquidity Facility

Pre-Enforcement Principal Priority of Payments:

(a) On the First Interest Payment Date only, in redeeming the Collateralised Notes on a *pro rata* and *pari passu* basis in an amount equal to the Pre-Funding Unused Amount

(b) Principal Addition Amounts to be applied to meet any Senior Expenses Deficit (such amounts to be applied as Available Revenue Receipts), provided that Principal Addition Amounts shall only be applied to provide for any such Senior Expenses Deficit in relation to item (i), (m), (o) or (q) of the Pre-Enforcement Revenue Priority of Payments if the relevant PDL Condition applies

(c) on and from the LF Replacement Date, (so long as the Class A Notes remain outstanding following such Interest Payment Date) to credit

Post-Enforcement Priority of Payments:

(a) Amounts due to the Receiver, the Note Trustee and the Security Trustee and any Appointee thereof including charges, liabilities, fees, costs and expenses

(b) Amounts due to the Agent Bank, the Registrar, the Paying Agents, the Cash Manager, the Servicer, the Back-Up Servicing Facilitator, the Corporate Services Provider, the Issuer Account Bank, the Custodian and (if applicable) the UK Securitisation Repository, EuroABS or any other third-party website provider, in each case including all fees, costs, charges, expenses and liabilities

(c) Amounts due to the Liquidity Facility Provider

(d) *Pro rata* and *pari passu* to amounts due to the Swap

Pre-Enforcement Revenue Priority of Payments:

Provider other than principal amounts and *second*, principal amounts due to the Liquidity Facility Provider

(e) *Pro rata* and *pari passu* to amounts due to the Swap Provider (including, if applicable, any Early Termination Amount to the extent not satisfied by any applicable Replacement Swap Premium and/or any amounts available to be applied in accordance with the Swap Collateral Account Priority of Payments but excluding any Hedge Subordinated Amounts)

(f) Issuer Profit Amount

(g) *Pro rata* and *pari passu* to the interest due on the Class A Notes

(h) Amounts to be credited to the Class A Principal Deficiency Sub-Ledger

(i) *Pro rata* and *pari passu* to the interest due on the Class B Notes

(j) on and from the LF Replacement Date (so long as the Class A Notes remain outstanding following such Interest Payment Date) to credit the Standby Account in an amount up to the LF Required Amount less amounts standing to the credit of the Standby Account at that time (including the amount of any Standby Drawing made under the Liquidity

Pre-Enforcement Principal Priority of Payments:

the Standby Account up to the LF Required Amount for such date (to the extent that the amount standing to the credit of the Standby Account following the application of funds under item (j) of the Pre-Enforcement Revenue Priority of Payments is less than the LF Required Amount)

(d) Prior to the occurrence of a Sequential Payment Trigger Event, in or towards repayment of principal amounts outstanding on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, on a *pro rata* and *pari passu* basis, and on or following the occurrence of a Sequential Payment Trigger Event, in or towards repayment of principal amounts outstanding on

(i) *first*, the Class A Notes until the Principal Amount Outstanding on the Class A Notes has been reduced to zero;

(ii) *second*, the Class B Notes until the Principal Amount Outstanding on the Class B Notes has been reduced to zero;

(iii) *third,* the Class C Notes until the Principal

Post-Enforcement Priority of Payments:

Provider (including any termination payments to the extent not satisfied by any applicable Replacement Swap Premium and/or any amounts available to be applied in accordance with the Swap Collateral Account Priority of Payments but excluding any Hedge Subordinated Amounts)

(e) *Pro rata* and *pari passu* to the amounts of interest and principal due on the Class A Notes until redeemed in full

(f) *Pro rata* and *pari passu* to the amounts of interest and principal due on the Class B Notes until redeemed in full

(g) *Pro rata* and *pari passu* to the amounts of interest and principal due on the Class C Notes until redeemed in full

(h) *Pro rata* and *pari passu* to the amounts of interest and principal due on the Class D Notes until redeemed in full

(i) *Pro rata* and *pari passu* to the amounts of interest and principal due on the Class E Notes until redeemed in full

(j) *Pro rata* and *pari passu* to the amounts of interest and principal due on the Class X1 Notes until redeemed in full

(k) *Pro rata* and *pari passu* to the amounts of interest and principal due on the

Pre-Enforcement Revenue Priority of Payments:

Facility Agreement on that Interest Payment Date)

(k) Amounts to be credited to the Class A and B Liquidity Reserve Fund Account up to the Previous Cash Liquidity Reserve Accumulated

(l) Amounts to be credited to the Class B Principal Deficiency Sub-Ledger

(m) *Pro rata* and *pari passu* to the interest due on the Class C Notes

(n) Amounts to be credited to the Class C Principal Deficiency Sub-Ledger

(o) *Pro rata* and *pari passu* to the interest due on the Class D Notes

(p) Amounts to be credited to the Class D Principal Deficiency Sub-Ledger

(q) *Pro rata* and *pari passu* to the interest due on the Class E Notes

(r) Amounts to be credited to the Class E Principal Deficiency Sub-Ledger

(s) (so long as the Class A Notes and the Class B Notes remain outstanding following such Interest Payment Date) to credit the Class A and B Liquidity Reserve Fund Account up to the Class A and B Liquidity Reserve Fund Required Amount

(t) Pro rata and pari passu to the interest due on the Class X1 Notes

Pre-Enforcement Principal Priority of Payments:

Amount Outstanding on the Class C Notes has been reduced to zero;

(iv) *fourth,* the Class D Notes until the Principal Amount Outstanding on the Class D Notes has been reduced to zero; and

(v) *fifth*, the Class E Notes until the Principal Amount Outstanding on the Class E Notes has been reduced to zero

(e) All remaining amounts to be applied as Available Revenue Receipts

Post-Enforcement Priority of Payments:

Class X2 Notes until redeemed in full

(l) *Pro rata* and *pari passu* to amounts due to the Swap Provider in respect of Hedge Subordinated Amounts (to the extent not satisfied by any amounts available to be applied in accordance with the Swap Collateral Account Priority of Payments)

(m) Issuer Profit Amount

(n) *Pro rata* and *pari passu* to the amounts due and payable to third parties (if any)

(o) On any date prior to (but excluding) the Optional Redemption Date, all remaining amounts to be applied as RC1 Payments to the RC1 Certificateholders on a *pari passu* basis and, on any date falling on or after the Optional Redemption Date, all remaining amounts to be applied as RC2 Payments to the RC2 Certificateholders on a *pari passu* basis

Pre-Enforcement Revenue Priority of Payments:	Pre-Enforcement Principal Priority of Payments:	Post-Enforcement Priority of Payments:
(u) *Pro rata* and *pari passu* to the principal amounts due on the Class X1 Notes until redeemed in full		
(v) *Pro rata* and pari passu to the interest due on the Class X2 Notes		
(w) *Pro rata* and *pari passu* to the principal amounts due on the Class X2 Notes until redeemed in full		
(x) On the Final Redemption Date or on or after the Optional Redemption Date, an amount equal to the lesser of (i) all remaining amounts (if any), and (ii) the amount required by the Issuer to pay in full all amounts payable under item (d) of the Pre-Enforcement Principal Priority of Payments, less any other Available Principal Receipts (other than paragraph (c) of the definition thereof) otherwise available to the Issuer, to be applied as Available Principal Receipts		
(y) *Pro rata* and *pari passu* to amounts due to the Swap Provider in respect of Hedge Subordinated Amounts (to the extent not satisfied by any amounts available to be applied in accordance with the Swap Collateral Account Priority of Payments)		
(z) On any Interest Payment Date falling within a Determination Period, all remaining amounts to be		

Pre-Enforcement Revenue Priority of Payments:	Pre-Enforcement Principal Priority of Payments:	Post-Enforcement Priority of Payments:
credited to the Deposit Account to be applied on the next Interest Payment Date as Available Revenue Receipts		
(aa) On any Interest Payment Date falling prior to (but excluding) the Optional Redemption Date, all remaining amounts to be applied as RC1 Payments to the RC1 Certificateholders on a *pari passu* basis and on any Interest Payment Date falling on or after the Optional Redemption Date, all remaining amounts to be applied as RC2 Payments to the RC2 Certificateholders on a *pari passu* basis		

General Credit Structure: The credit structure of the transaction includes the following elements:

- the availability of the Class A and B Liquidity Reserve Fund to cover any shortfall of Available Revenue Receipts to pay senior expenses and interest on the Class A Notes and the Class B Notes. On each Interest Payment Date, an amount (if any) equal to the Class A and B Liquidity Reserve Fund Excess Amount will be debited from the Class A and B Liquidity Reserve Fund and will be applied as Available Revenue Receipts on that Interest Payment Date;

- the availability of the Liquidity Facility to cover any shortfall of Available Revenue Receipts and Principal Addition Amounts to pay senior expenses and interest on the Class A Notes.

  See the section entitled "*Credit Structure – Liquidity Facility*";

- a Principal Deficiency Ledger will be established to record as a debit any Losses on the Portfolio, Principal Addition Amounts and Available Principal Receipts applied to credit the Standby Account in accordance with the Priority of Payments and record as a credit Available Revenue Receipts applied as Available Principal Receipts (including any amounts in respect of Enhanced Amortisation Amounts) pursuant to the Pre-Enforcement Revenue Priority of Payments (if any). Investors should note that realised Losses in any period will be calculated after applying any recoveries following

enforcement of a Loan firstly to outstanding fees and interest amounts due and payable on the relevant Loan. The Principal Deficiency Ledger will be credited by the amount of any Available Revenue Receipts applied as Available Principal Receipts in accordance with the relevant items of the Pre-Enforcement Revenue Priority of Payments.

See the section entitled "*Credit Structure – Principal Deficiency Ledger*";

- on or after the Optional Redemption Date or on the Final Redemption Date, the availability of Enhanced Amortisation Amounts pursuant to item (x) of the Pre-Enforcement Revenue Priority of Payments, being any surplus Available Revenue Receipts having paid or provided for items of higher priority, which shall be applied as Available Principal Receipts in accordance with the Pre-Enforcement Principal Priority of Payments until the Notes have been redeemed in full. Any amount credited to the Principal Deficiency Ledger in respect of Enhanced Amortisation Amounts will be reduced to the extent of any future Losses arising in respect of the Portfolio;

- the availability of Available Principal Receipts pursuant to item (b) of the Pre-Enforcement Principal Priority of Payments to cover any shortfall of Available Revenue Receipts and Class A and B Liquidity Reserve Funds to pay senior expenses and interest on the relevant Notes. Any Available Principal Receipts applied as Principal Addition Amounts will be recorded as a debit to the Principal Deficiency Ledger;

- the availability of the Pre-Funding Reserve and (to the extent there are insufficient funds standing to the credit of the Pre-Funding Reserve for such purpose) any Principal Receipts available to the Issuer up until the Calculation Date immediately prior to the First Interest Payment Date to fund the purchase of Additional Mortgage Loans by the Issuer on any date from (and including) the Closing Date up to and including the Calculation Date immediately preceding the Final Additional Mortgage Loan Purchase Date;

- the availability of the Expenses Ledger to fund Transaction Expenses of the Issuer on any date from (and including) the Closing Date up to (and including) the First Interest Payment Date;

- the availability of interest in respect of monies held in the Issuer Accounts and income from any Authorised Investments (other than any amount of interest and/or income received in respect of the Swap Collateral) (see the section entitled "Cashflows" for further details); and

- the availability of the interest rate swaps provided by the Swap Provider to hedge against the possible variance between the rates of interest payable on the Fixed Rate Loans in the Portfolio (which may include, for the avoidance of doubt, any

Product Switches which become Fixed Rate Loans) and a rate of interest on the Notes calculated by reference to Compounded Daily SONIA.

See the section entitled "*Credit Structure – Interest Rate Risk for the Notes*" for further details.

Bank Accounts and Cash Management:

The Issuer will open a deposit account (the "**Deposit Account**"), a swap cash collateral account in respect of the Swap Agreement and each such other cash collateral account in respect of the Swap Agreement as may from time to time be in place pursuant to the Bank Account Agreement with the prior consent of the Security Trustee and designated as such (the "**Swap Cash Collateral Account**"), a Class A and B Liquidity Reserve Fund account (the "**Class A and B Liquidity Reserve Fund Account**"), a standby account (the "**Standby Account**") and an Issuer profit account (the "**Issuer Profit Account**") pursuant to the Bank Account Agreement with the Issuer Account Bank on or prior to the Closing Date.

If required in accordance with the terms of the Swap Agreement, the Issuer will open a swap securities collateral account on demand in respect of such Swap Agreement (the "**Swap Securities Collateral Account**", together with the Swap Cash Collateral Account, the "**Swap Collateral Accounts**") pursuant to the relevant Custody Agreement.

The Issuer may from time to time open additional or replacement accounts (including, if applicable, any securities accounts (such accounts, together with the Deposit Account, the Swap Collateral Accounts, the Class A and B Liquidity Reserve Fund Account, the Standby Account and the Issuer Profit Account, the "**Issuer Accounts**")) pursuant to the Bank Account Agreement, any Custody Agreement and the Transaction Documents.

On each Interest Payment Date, the Cash Manager will transfer monies from the Deposit Account to be applied in accordance with the applicable Priority of Payments.

Swap Agreement:

Payments received by the Issuer under certain of the Loans will be subject to fixed rates of interest for an initial period of time. The interest amounts payable by the Issuer in respect of the Notes will be calculated by reference to Compounded Daily SONIA. To hedge against the potential variance between the fixed rates of interest received on certain of the Loans in the Portfolio and the rate of interest payable on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class X1 Notes and the Class X2 Notes, on or around the Closing Date the Issuer will enter into one or more Swap Transactions with the Swap Provider under a Swap Agreement and thereafter the Issuer may enter into further Swap Transactions from time to time in order to hedge additional interest rate risk arising due to Product Switches.

TRANSACTION OVERVIEW – TRIGGERS TABLES

Rating Triggers Table

Transaction Party:	Required Ratings/Triggers:	Possible effects of Trigger being breached include the following:
Issuer Account Bank	(a) ***DBRS***: the higher of (i) if a COR is currently maintained in respect of the Issuer Account Bank, a rating of "A (high)" from DBRS, and (ii) a long-term unsecured, unguaranteed and unsubordinated debt rating of "A" by DBRS (either by way of a public rating or, in its absence, by way of a private rating supplied by DBRS), or (iii) if none of item (i) or (ii) above are currently maintained in respect of the Issuer Account Bank, a DBRS Minimum Equivalent Rating at least equal to "A" by DBRS; and (b) ***Fitch***: a short-term deposit rating of at least "F1" by Fitch or a long-term deposit rating of at least "A" by Fitch (if the Issuer Account Bank is not a Fitch OCB), or a short-term deposit rating of at least "F2" by Fitch or a long-term deposit rating of at least "BBB" by Fitch (if the Issuer Account Bank is a Fitch OCB), or, failing which, in each case such other ratings that are consistent with the then current rating methodology of the Rating Agencies as being the minimum ratings that are required to support the then current ratings of the Notes (each an "**Account Bank Rating**").	If the Issuer Account Bank no longer has the Account Bank Ratings, the Issuer shall use all reasonable endeavours to, within 60 calendar days following the first day on which such downgrade occurred either: (a) close the Issuer Accounts with such Issuer Account Bank and open replacement accounts with a financial institution (i) having the Account Bank Ratings and (ii) which is a bank as defined in Section 991 of the Income Tax Act 2007; (b) obtain a guarantee of the obligations of such Issuer Account Bank under the Bank Account Agreement from a financial institution which has the Account Bank Ratings; or (c) take any other action as the Rating Agencies may confirm will not result in a downgrade of the Notes, in each case as prescribed in the Bank Account Agreement, and shall transfer amounts standing to the credit of the relevant Issuer Accounts and all Ledgers on the relevant Issuer Accounts to the replacement Issuer Accounts.
Collection Account Bank	In respect of any Collection Accounts, any two of: (a) ***DBRS***: a Long-Term DBRS Rating of at least equal to "BBB (low)"; and (b) ***Fitch***: a short-term deposit rating of at least "F2" by Fitch	If the rating of the Collection Account Bank falls below the Collection Account Bank Rating and there exists a financial institution having a rating of at least the Collection Account Bank Rating and which is a bank as defined in Section 991 of the Income Tax Act 2007, the Servicers shall assist the Sellers (or any other entity which may then hold legal title to the Loans and

Transaction Party:	Required Ratings/Triggers:	Possible effects of Trigger being breached include the following:
	or a long-term deposit rating of at least "BBB" by Fitch, or, failing which, in each case such other ratings that are consistent with the then current rating methodology of the Rating Agencies as being the minimum ratings that are required to support the then current ratings of the Notes (each, the "**Collection Account Bank Rating**" and together, the "**Collection Account Bank Ratings**").	their Related Security), and the Sellers (or any other entity which may then hold legal title to the Loans and their Related Security) shall, as soon as reasonably practicable (such time period to be not more than 35 calendar days) following such occurrence: (a) open a replacement collection account in the name of the Sellers with a financial institution: (i) having a rating of at least the Collection Account Bank Rating; (ii) approved in writing by the Issuer and the Security Trustee; and (iii) which is a bank as defined in Section 991 of the Income Tax Act 2007; or (b) obtain an unconditional and unlimited guarantee of the obligations of the Collection Account Bank from a financial institution having the Collection Account Bank Rating; or (c) take any other action as the Rating Agencies may confirm will not result in a downgrade of the Notes.
Liquidity Facility Provider	(a) ***Fitch:*** a short-term issuer default rating of at least F1 or a long-term issuer default rating of at least A by Fitch or such other lower rating which is consistent with the then current rating methodology of Fitch Ratings Ireland Limited in respect of the then current ratings of the Notes; (b) ***DBRS***:	If the Liquidity Facility Provider ceases to have the LF Required Ratings, the Liquidity Facility Provider shall use reasonable endeavours (without any obligation to do so) to procure a replacement Liquidity Facility Provider within 60 calendar days with the LF Required Ratings. If the Liquidity Facility Provider ceases to have the LF Required Ratings and a transfer to another liquidity facility provider would otherwise have to be made but there is no other liquidity

Transaction Party:	Required Ratings/Triggers:	Possible effects of Trigger being breached include the following:
	(i) if DBRS has assigned a long-term COR to the institution acting as Liquidity Facility Provider, a rating that is the higher of: (A) the DBRS rating that is the COR for the relevant institution; and (B) the issuer rating or long-term senior unsecured debt or deposit rating from DBRS for the relevant institution, in each case as is commensurate with the ratings assigned to the Most Senior Class of Notes from time to time as set out in the table below; or (C) if a long-term COR is not available from DBRS for the relevant institution, an issuer rating or long-term senior unsecured debt or deposit rating from DBRS for the relevant institution (whichever is the higher) as is commensurate with the ratings assigned to the Most Senior	facility provider with the LF Required Ratings or if no other liquidity facility provider agrees to such transfer, the Issuer shall use reasonable endeavours, subject to it having sufficient funds to do so, to seek to agree such other arrangement which (i) is approved in writing by the Security Trustee and (ii) will not result in a downgrade, withdrawal or suspension of the then current ratings assigned by a Rating Agency to the Note. If the Liquidity Facility Provider ceases to have the LF Required Ratings and the Liquidity Facility Provider is unable to arrange for a substitute Liquidity Facility Provider and the Issuer is unable to arrange for a substitute Liquidity Facility Provider, then the Issuer shall, and subject to the terms of the Liquidity Facility Agreement, require the Liquidity Facility Provider to pay into the Standby Account a Standby Drawing equal to the Available Liquidity Commitment under the Liquidity Facility Agreement not later than (i) 60 calendar days (if the Liquidity Facility Provider is a Fitch OCB) or 14 calendar days (if the Liquidity Facility Provider is not a Fitch OCB) following the downgrade of the Liquidity Facility Provider by Fitch; (ii) 30 days following the downgrade of the Liquidity Facility Provider by DBRS; or (iii) two Business Days prior to the last day of the Liquidity Commitment Period in the event of an Extension Refusal by the Liquidity Facility Provider (as applicable).

Transaction Party:	Required Ratings/Triggers:	Possible effects of Trigger being breached include the following:
	Class of Notes from time to time as set out in the table below; or	

DBRS

Current rating of the Most Senior Class of Notes	Minimum LF Required Ratings
'AAA (sf)'	'A'
'AA (high) (sf)'	'A (low)'
'AA (sf)'	'BBB (high)'
'AA (low) (sf)'	'BBB (high)'
'A (high) (sf)'	'BBB'
'A (sf)'	'BBB (low)'
'A (low) (sf)'	'BBB (low)'
'BBB (high) (sf)'	'BBB (low)'
'BBB (sf)'	'BBB (low)'
'BBB (low) (sf)'	'BBB (low)'

(ii) to the extent that DBRS has not assigned a credit rating to the Liquidity Facility Provider, the DBRS Minimum Equivalent Rating shall apply to the DBRS rating as is commensurate with the ratings assigned to the Most Senior Class of Notes from time to time as set out in the table above.

Swap Provider	***DBRS:*** Failure by the Swap Provider to maintain a Long-Term DBRS Rating at least as high as "A" and provided that the highest Notes rated by DBRS have a rating of at least AA(low) (the "**Initial DBRS Rating Event**").	***DBRS***: The Swap Provider must, at its own cost, within 30 Business Days of the occurrence of such Initial DBRS Rating Event, either: (a) post collateral in accordance with the terms of the Swap Agreement; (b) transfer its rights and obligations under the Swap

Transaction Party:	Required Ratings/Triggers:	Possible effects of Trigger being breached include the following:
		Agreement to an appropriately rated replacement third party (or a replacement third party with an appropriately rated guarantor); (c) procure a co-obligation or guarantee from an appropriately rated third party in accordance with the terms of the Swap Agreement; or (d) take such other actions as will result in the rating of the highest rated class of Notes rated by DBRS following the taking of such action being maintained at, or restored to, the same level as immediately prior to such Initial DBRS Rating Event. The Issuer may terminate the Swap Transactions under the Swap Agreement if the Swap Provider fails to take any of the relevant actions in items (a) to (d) above in the relevant time period. A failure by the Swap Provider to take such steps will, in certain circumstances, allow the Issuer to terminate the Swap Transactions under the Swap Agreement.
	DBRS: Failure by the Swap Provider to maintain a Long-Term DBRS Rating at least as high as "BBB" (the "**Subsequent DBRS Rating Event**").	***DBRS*****:** The Swap Provider must, at its own cost, within 30 Business Days of the occurrence of such Subsequent DBRS Rating Event, as soon as practicable: (a) post collateral in accordance with the terms of the Swap Agreement; and (b) use commercially reasonable efforts to either: (i) transfer its rights and obligations under the Swap Agreement to an appropriately rated replacement third party (or a replacement third party with an appropriately rated guarantor); (ii) procure a co-obligation or guarantee from an appropriately rated third party in accordance with the terms of the Swap Agreement; or (iii) take such other actions as will result in the rating of the highest rated class of the Notes rated by DBRS following the taking of such action being maintained at, or restored to, the same level as immediately prior to such Subsequent DBRS Rating Event.

Transaction Party:	Required Ratings/Triggers:	Possible effects of Trigger being breached include the following:
		The Issuer may terminate the Swap Transactions under the Swap Agreement if the Swap Provider fails to provide collateral in respect of the Swap Agreement in the relevant time period. The Issuer may also terminate the Swap Transactions under the Swap Agreement if the Swap Provider fails to take any of the relevant actions in items (b)(i) to (iii) above in the relevant time period. A failure by the Swap Provider to take such steps will, in certain circumstances, allow the Issuer to terminate the Swap Transactions under the Swap Agreement.
	For the purposes of the above: "**Long-Term DBRS Rating**"″ means, at any time, with respect to an entity and its long-term, unsecured and unsubordinated debt obligations: (a) (i) its public Critical Obligations Rating or (ii) if a public Critical Obligations Rating is not maintained by such entity, the higher of (I) the issuer rating assigned by DBRS to such entity or (II) the rating assigned by DBRS to such entity's long term senior unsecured debt obligations; or (b) if no such rating has been assigned by DBRS, the corresponding "DBRS Minimum Equivalent Rating" in accordance with the terms of the Swap Agreement.	
	Fitch: Initial Required Ratings: ***Fitch:*** A short-term issuer default rating or a derivative counterparty rating (or if a derivative counterparty rating is not available, a long-term issuer default rating) by Fitch at least as high as the Fitch Minimum Counterparty Rating corresponding to the then current rating	**Fitch: Initial Required Ratings:** ***Fitch:*** If the Swap Provider (or its successor, assignee or any relevant guarantor) does not have the Initial Fitch Required Rating (an "**Initial Fitch Rating Event**"), such Swap Provider: (a) must, on a reasonable efforts basis and at its own cost, if required, post

Transaction Party:	Required Ratings/Triggers:	Possible effects of Trigger being breached include the following:
	by Fitch of the then highest rated class of Notes, as specified in the table "*Fitch Minimum Counterparty Rating*" below under the column "*Initial Fitch Required Rating*" (or its equivalent) by Fitch (the "**Initial Fitch Required Rating**").	collateral within 60 calendar days (if the Swap Provider is a Fitch OCB) or 14 calendar days (if the Swap Provider is not a Fitch OCB) of the Initial Fitch Rating Event (or, if an Initial Fitch Rating Event has continued since the date the Swap Agreement (or any replacement swap agreement) was entered into, on such date); and (b) may, on a reasonable efforts basis and at its own cost, within 60 calendar days of such Initial Fitch Rating Event, either: (i) transfer its rights and obligations under such Swap Agreement to an appropriately rated replacement third party (or a replacement third party with an eligible and appropriately rated guarantor); (ii) procure a co-obligation or guarantee from an appropriately rated third party; or (iii) take such other actions (which may, for the avoidance of doubt, include taking no action) as a result of which the highest rated class of Notes will be rated by Fitch at the same level as immediately prior to such Initial Fitch Rating Event, **provided that**, if required, pending the taking of any of the actions in items (b)(i) to (iii) above, the Swap Provider posts collateral as required under item (a) above. A failure by the Swap Provider to take such steps will, in certain circumstances, allow the Issuer to terminate the Swap Transactions under the Swap Agreement.
	Fitch: Subsequent Required Ratings:	**Fitch: Subsequent Required Ratings**:
	Fitch: A short-term issuer default rating or a derivative counterparty rating (or, if a derivative counterparty rating is not available, a long-term issuer default rating) by Fitch at least as high as the Fitch Minimum Counterparty Rating corresponding to the then current rating by Fitch of the then highest rated class of Notes, as specified in the table "*Fitch Minimum Counterparty Rating*" below under the column "*Subsequent Fitch Required Rating*" or "*Subsequent Fitch Required Rating (adjusted)*" (as	***Fitch:*** If the Swap Provider (or its successor, assignee or any relevant guarantor) does not have the Subsequent Fitch Required Rating (a "**Subsequent Fitch Rating Event**"), such Swap Provider must, within 60 calendar days of such Subsequent Fitch Rating Event, on a reasonable efforts basis and at its own cost, either: (i) transfer its rights and obligations under the Swap Agreement to an appropriately rated replacement third party (or a replacement third party with an eligible and appropriately rated guarantor); (ii)

Transaction Party:	Required Ratings/Triggers:	Possible effects of Trigger being breached include the following:
	applicable) (the "**Subsequent Fitch Required Rating**").	procure a co-obligation or guarantee from an appropriately rated third party; or (iii) take such other actions (which may, for the avoidance of doubt, include taking no action) as a result of which the highest rated class of Notes will be rated by Fitch at the same level as immediately prior to such Subsequent Fitch Rating Event, **provided that**, if required in accordance with the relevant Swap Credit Support Annex, pending the taking of any of the actions in items (i) to (iii) above, the Swap Provider posts additional collateral within 14 calendar days of the Subsequent Fitch Rating Event. A failure by the Swap Provider to take such steps will, in certain circumstances, allow the Issuer to terminate the Swap Transactions under the Swap Agreement.

Fitch Minimum Counterparty Rating

Current Fitch rating of Fitch relevant notes	Initial Fitch Required Rating	Subsequent Fitch Required Rating	Subsequent Fitch Required Rating (adjusted)*
AAAsf	A or F1	BBB- or F3	BBB+ or F2
AA+sf, AAsf, AA-sf	A- or F1	BBB- or F3	BBB+ or F2
A+sf, Asf, A-sf	BBB or F2	BB+	BBB or F2
BBB+sf, BBBsf, BBB-sf	BBB- or F3	BB-	BBB- or F3
BB+sf, BBsf, BB-sf	At least as high as the rating of the Notes	B+	BB-
B+sf or below or the Fitch relevant Notes are not rated by Fitch	At least as high as the Fitch relevant Notes' Fitch rating	B-	B-

"**Fitch OCB**" means an entity who:

(a) (i) has a Fitch long term issuer default rating of 'B-' or higher;

* If the Swap Provider (or its successor, assignee or any relevant guarantor) is not incorporated in the same jurisdiction as the Issuer and, following a request from Fitch, has not provided Fitch with a legal opinion, in a form acceptable to Fitch, confirming the enforceability of the subordination provisions against it in its jurisdiction, the column entitled "*Subsequent Fitch Required Rating (adjusted)*" shall be applicable.

(ii) has been identified as a global-systemically important bank (G-SIB) by the Financial Stability Board, or a domestic-systemically important bank (D-SIB) or other-systemically important institution (O-SII) by the relevant national authority; and

(iii) is domiciled in a Developed Resolution Regime; or

(b) is a subsidiary of the entity identified in paragraph (a) above, provided that such subsidiary operations in a Developed Resolution Regime and has a Fitch long term issuer default rating equal to or higher than that of the entity identified in paragraph (a) above; or

(c) is a branch of the entity identified in paragraph (a) above provided that such branch operates in a Developed Resolution Regime,

for the purposes of the foregoing:

"**Financial Stability Board**" means the international body established in 2009 to monitor and make recommendations about the global financial system, including any successor or replacement body; and

"**Developed Resolution Regime**" means each of Australia; Canada; the European Union; Hong Kong; Iceland; Japan; New Zealand; Norway; Switzerland; the U.K.; or the U.S.

"**COR**" or "**Critical Obligations Rating**" means, in relation to a relevant entity, the rating assigned by DBRS which addresses the risk of default of particular obligations and/or exposures of the relevant entity that in the view of DBRS have a higher probability of being excluded from bail-in and remaining in a continuing bank in the event of the resolution of a troubled bank than other senior unsecured obligations.

"**DBRS Equivalent Chart**" means:

DBRS	Moody's	S&P	Fitch
AAA	Aaa	AAA	AAA
AA(high)	Aa1	AA+	AA+
AA	Aa2	AA	AA
AA(low)	Aa3	AA-	AA-
A(high)	A1	A+	A+
A	A2	A	A
A(low)	A3	A-	A-
BBB(high)	Baa1	BBB+	BBB+
BBB	Baa2	BBB	BBB
BBB(low)	Baa3	BBB-	BBB-
BB(high)	Ba1	BB+	BB+
BB	Ba2	BB	BB
BB(low)	Ba3	BB-	BB-
B(high)	B1	B+	B+
B	B2	B	B
B(low)	B3	B-	B-
CCC(high)	Caa1	CCC+	CCC
CCC	Caa2	CCC	
CCC(low)	Caa3	CCC-	
CC	Ca	CC	
		C	
D	C	D	D

"**DBRS Minimum Equivalent Rating**" means:

(a) if a Fitch Ratings Limited ("**Fitch**") public rating, a Moody's Investors Service Limited ("**Moody's**") public rating and an S&P Global Ratings UK Limited ("**S&P**") public rating in respect of the relevant company or the relevant investment, as applicable, (each, a "**Public Long Term Rating**") are all available at such date, the DBRS Minimum Equivalent Rating will be such Public Long Term Rating remaining after disregarding the highest and lowest of such Public Long Term Ratings from such rating agencies (provided that if such Public Long Term Rating is under credit watch negative, or the equivalent, then it will be considered one notch lower);

(b) if Public Long Term Ratings of the relevant company or the relevant investment, as applicable, are available only by any two of Fitch, Moody's and S&P at such date, the DBRS Minimum Equivalent Rating will be the lower of such Public Long Term Ratings (provided that if such Public Long Term Rating is under credit watch negative, or the equivalent, then it will be considered one notch lower); and

(c) if a Public Long Term Rating is available only by any one of Fitch, Moody's and S&P at such date, the DBRS Minimum Equivalent Rating will be such Public Long Term Rating (provided that if such Public Long Term Rating is under credit watch negative, or the equivalent, it will be considered one notch lower);

(d) if at any time the DBRS Minimum Equivalent Rating cannot be determined under paragraphs (a) to (c) above, then it will be the rating that DBRS will confirm to the Issuer.

Non-Rating Triggers Table

Perfection Events:

Prior to the completion of the transfer of legal title of the Loans to the Issuer, the Issuer will be subject to certain risks as set out in the section entitled "*Risk Factors – Risks Relating to the Underlying Assets – Seller to initially retain legal title to the Loans and risks relating to set-off*". Completion of transfer of the legal title of the Loans by the Seller to the Issuer will be completed on or before the 30th Business Day after the earliest to occur of the following:

(a) the Seller being required to perfect legal title to the Loans (i) by an order of a court of competent jurisdiction, or (ii) by a regulatory authority which has jurisdiction over the Seller, or (iii) by any organisation of which the Seller is a member, or whose members comprise (but are not necessarily limited to) mortgage lenders and with whose instructions it is customary for the Seller to comply, to perfect legal title to the Loans;

(b) it becoming necessary by law to take any or all such actions referred to in paragraph (a) above;

(c) the security created under or pursuant to the Deed of Charge or any material part of that security being, in the opinion of the Security Trustee, in jeopardy;

(d) the Seller calling for perfection by serving notice in writing to that effect on the Issuer and the Security Trustee;

(e) an Insolvency Event occurring in relation to the Seller;

(f) it becoming unlawful in any applicable jurisdiction for the Seller to hold legal title in respect of any Loan in the Portfolio;

(g) the Seller is in breach of its obligations under the Mortgage Sale Agreement, but only if such breach, where capable of remedy, is not remedied to the reasonable satisfaction of (prior to the delivery of an Enforcement Notice) the Issuer or (after the delivery of an Enforcement Notice) the Security Trustee (acting in accordance with the Deed of Charge) within 90 calendar days;

(h) an encumbrancer takes possession or a Receiver is appointed to any part of the undertaking, property and assets of the Seller having an aggregate value in excess of 10% of the total assets of the Seller or a distress, diligence or execution is levied or enforced upon or sued out against any part of the chattels or property of the Seller having an aggregate value in excess of 10% of the total assets of the Seller and, in the case of any of the foregoing events, is not discharged within 30 days (the "**Attached Assets**"), unless such Attached Assets (i) relate to a different business of the Seller to that generating and/or servicing the Loans and the attachment of the encumbrance over the Attached Assets did not adversely impact the credit quality of the Seller and (ii) are not required by the Seller to enable it to observe or perform its obligations under the Transaction Documents or the enforceability or collectability of the Loans;

(i) the occurrence of a Servicer Termination Event where no replacement servicer has been appointed in accordance with the provisions of the Servicing Agreement; or

(j) default is made by the Seller in the performance or observance of any of its covenants and obligations under the Transaction Documents to which it is a party, which is (in the opinion of the Note Trustee) materially prejudicial to the interests of the Noteholders and such default continues unremedied for a period of 20 Business Days after the earlier of the Seller becoming aware of such default and receipt by the Seller of written notice from the Issuer or (following delivery of an Enforcement Notice) the Security Trustee, as appropriate, requiring the same to be remedied,

provided that the provisions of paragraphs (g) and (h) above shall (A) not apply if none of the then outstanding Notes, which are intended to satisfy the UK STS requirements, have been designated as a 'simple, transparent and standardised' securitisation (within the meaning of the UK Securitisation Framework); and (B) be subject to such amendment as the Seller may require so long as the Seller delivers a certificate to the Security Trustee certifying that the amendment of such event does not impact the designation as a 'simple, transparent and standardised' securitisation (within the meaning of the UK Securitisation Framework) pursuant to Condition 13.6 (*Additional Right of Modification*). The Security Trustee shall be able to rely on such certificate without further enquiry and without liability to any person.

If the Loans and their Related Security are sold pursuant to the exercise of the Call Option, the Issuer or (if, at the time the Call Option is exercised, the Issuer does not hold the Whole Legal Title) the Seller, upon receipt of a direction from the Issuer and at the sole cost and expense of the Issuer, shall promptly transfer the Whole Legal Title in the Loans and their Related Security comprising the Portfolio to the Legal Title Transferee.

Servicer Termination Events: The appointment of the Servicer may be terminated by the Issuer (subject to the prior written consent of the Security Trustee) if any of the following events (each a "**Servicer Termination Event**") occurs and is continuing:

(a) the Servicer defaults in the payment on the due date of any payment due and payable by it under the Servicing Agreement and the Servicer fails to remedy it for a period of 10 Business Days after: (i) (where the failure to pay has arisen other than as a result of a Disruption Event) upon the earlier of the Servicer becoming aware of such default and the receipt by the Servicer of written notice from the Issuer or (after the delivery of an Enforcement Notice) the Security Trustee, as the case may be (with a copy to the Back-Up Servicing Facilitator) requiring the same to be remedied; or (ii) (where the failure to pay has arisen as a result of a Disruption Event) the cessation of the relevant Disruption Event or, if earlier, 20 Business Days following the Servicer becoming aware of such default and receipt by the Servicer of written notice from the Issuer or (after the delivery

of an Enforcement Notice) the Security Trustee, as the case may be (with a copy to the Back-Up Servicing Facilitator) requiring the same to be remedied;

(b) the Servicer defaults in the performance or observance of any of its other covenants and obligations under the Servicing Agreement, which failure in the reasonable opinion of the Issuer (prior to the delivery of an Enforcement Notice) or the opinion of the Security Trustee (after the delivery of an Enforcement Notice) is materially prejudicial to the interests of the Noteholders, and the Servicer does not remedy that failure within 20 Business Days after the earlier of the Servicer becoming aware of the failure or of receipt by the Servicer of written notice from the Issuer or (after the delivery of an Enforcement Notice) the Security Trustee, as the case may be, (with a copy to the Back-Up Servicing Facilitator) requiring the Servicer's non-compliance to be remedied provided that where the relevant default occurs as a result of a default by any person to whom the Servicer has sub-contracted or delegated part of its obligations hereunder, such default shall not constitute a Servicer Termination Event if, within such period of 20 Business Days, the Servicer (i) terminates the relevant sub-contracting or delegation arrangements, (ii) takes such steps as the Issuer or (following receipt by the Servicer from the Security Trustee of a copy of an Enforcement Notice) the Security Trustee may in its absolute discretion specify to remedy such default and (iii) indemnifies the Issuer and the Security Trustee against the consequences of such default;

(c) the occurrence of an Insolvency Event in relation to the Servicer;

(d) the Servicer ceases to carry on the whole of its business or ceases to carry on the whole or substantially the whole of its mortgage servicing business; or

(e) it is or becomes unlawful for the Servicer to perform or comply with any of its obligations under the Servicing Agreement.

In determining whether to give or withhold consent to the termination of the Servicer by the Issuer, the Security Trustee will have regard to factors it deems relevant (including, for this purpose, the availability of a substitute servicer and the effect (including any potential regulatory implications) on the Issuer of not having a servicer in place at any time).

The Servicer may also resign, and the Seller may terminate the appointment of the Servicer (in each case without any Servicer Termination Event having occurred) upon giving not less sixty (60) day's written notice to the other (or such shorter period as may be agreed between the Servicer and the Seller) with a copy of such notice to the Issuer, the Security Trustee and the Back-Up Servicing Facilitator, in each case provided that, *inter alia*, a replacement servicer has been appointed by the Issuer.

The Servicer may also resign as Servicer on written notice to the Issuer, the Security Trustee, the Seller and the Back-Up Servicing Facilitator in the event that:

(a) the Issuer is in material breach of the Servicing Agreement (or commits a series of breaches which together constitute a material breach of the Servicing Agreement) which is either: (i) incapable of being remedied; or (ii) is capable of being remedied and remains unremedied within thirty (30) days' after receipt by the Issuer of a written notice from the Servicer specifying the breach and requiring it to be remedied; or

(b) the Issuer fails to pay any sum which is due under the Servicing Agreement to the Servicer and that sum remains unpaid for five (5) Business Days after receipt by the Issuer of a written notice from the Servicer specifying the breach and requiring it to be remedied; or

(c) it becomes unlawful under any Regulatory Requirements for the Servicer or any other party to comply with the Servicing Agreement or a substantial part of it or in the event that a Competent Authority lawfully directs the Servicing Agreement to terminate its appointment under the Servicing Agreement.

Any termination of the Servicing Agreement pursuant to paragraphs (a) and (b) above shall take effect on the later of (A) the date specified in the relevant termination notice, and (B) the earlier of (I) the expiry of 60 days from the date on which the relevant termination notice was given to the Issuer, the Security Trustee, the Seller and the Back-Up Servicing Facilitator in accordance with the Servicing Agreement, and (II) the appointment by the Issuer of a substitute servicer which satisfies the conditions set out in clause 19.3 (*Voluntary Termination*) of the Servicing Agreement.

In such circumstances," the Issuer shall use reasonable endeavours to promptly appoint a substitute servicer which satisfies the conditions set out in clause 19.3 (*Voluntary Termination*) of the Servicing Agreement.

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

"**Requirement of Law**" in respect of any person shall mean:

(a) any law, treaty, rule, requirement or regulation;

(b) a notice by or an order of any court having jurisdiction;

(c) a mandatory requirement of any regulatory authority having jurisdiction;

(d) a determination of an arbitrator or governmental authority;

(e) any rule or practice of any tax authority;

(f) any agreement between the relevant Transaction party and any tax authority or between two or more tax authorities; or

(g) FATCA,

in each case applicable to or binding upon that person or to which that person is subject or with which it is customary for it to comply.

See the section entitled "*Summary of the Key Transaction Documents – Servicing Agreement*".

Sequential Payment Trigger Event

A Sequential Payment Trigger Event will occur on the occurrence of one or more of the following:

(a) the aggregate Current Balance of the Loans in the Portfolio which are three months or more in arrears exceeds 1.75% of the aggregate Current Balance of the Loans in the Portfolio;

(b) following the application of the Pre-Enforcement Revenue Priority of Payments on any Interest Payment Date, any debit remains standing to the Class E Principal Deficiency Sub-Ledger;

(c) the relevant Calculation Date falls after the Interest Payment Date occurring 9 months (inclusive) after the Closing Date; or

(d) the aggregate Current Balance of the Loans in the Portfolio (excluding any Enforced Loans) is less than 50% of the aggregate Current Balance of the Loans as at the Closing Date.

TRANSACTION OVERVIEW – FEES

The following table sets out the ongoing fees to be paid by the Issuer to the transaction parties.

Type of Fee	Amount of Fee	Priority in Cashflow	Frequency
Servicing fees	An amount equal to the aggregate of the Primary Servicing Fee, the Special Servicing Fee, the Redemption Fees, the Repeat Redemption Statement Fees, and the Additional Servicing Costs in respect of the relevant Collection Period (the "**Servicing Fee**").	Ahead of all outstanding Notes and Residual Certificates.	Monthly in arrear on each Interest Payment Date.
Commitment fee under Liquidity Facility.	0.80 per cent. of undrawn, uncancelled amount of the Liquidity Commitment under the Liquidity Facility from time to time (inclusive of VAT, if any, chargeable thereon).	Ahead of all outstanding Notes.	Monthly in arrear on each Interest Payment Date.
Other fees and expenses of the Issuer (including tax and audit costs)	Estimated at £125,000 each year (exclusive of VAT, where so provided in the relevant Transaction Document).	Ahead of all outstanding Notes and Residual Certificates.	Monthly in arrear on each Interest Payment Date.
Expenses related to the admission to trading of the Notes	Estimated at £22,000 (exclusive of VAT).	Ahead of all outstanding Notes and Residual Certificates.	On or about the Closing Date.

As at the date of this Prospectus, the standard rate of UK value added tax ("**VAT**") is 20 per cent.

REGULATORY DISCLOSURES

UK Securitisation Framework and EU Securitisation Regulation

In this Prospectus:

(a) "**FCA**" means the Financial Conduct Authority.

(b) "**FCA Due Diligence Rules**" means SECN 4.

(c) "**FCA Handbook**" means the handbook of rules and guidance adopted by the FCA.

(d) "**FCA Transparency Rules**" mean SECN 6 together with SECN 11 (including its Annexes) and SECN 12 (including its Annexes).

(e) "**OPS**" means an occupational pension scheme as defined in section 1(1) of the Pension Schemes Act 1993 that has its main administration in the United Kingdom.

(f) "**OPS Due Diligence Rules**" means regulations 32B, 32C and 32D of the 2024 UK SR SI.

(g) "**SECN**" means the securitisation sourcebook of the FCA Handbook.

(h) "**UK Affected Investor**" means each of the UK CRR firms as defined by Article 4(1)(2A) of Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 as it forms part of domestic law in the United Kingdom by virtue of the EUWA, certain alternative investment fund managers which manage or market alternative investment funds in the UK, UK-regulated insurers or reinsurers, certain management companies as defined in section 237(2) of the FSMA, UCITS as defined by section 236A of FSMA which is an authorised open-ended investment company as defined in section 237(3) of FSMA and occupational pension schemes as defined in section 1(1) of the Pension Schemes Act 1993.

(i) "**UK Due Diligence Rules**" means the PRA Due Diligence Rules, the FCA Due Diligence Rules and the OPS Due Diligence Rules.

(j) "**UK Securitisation Framework**" means the 2024 UK SR SI, SECN and PRA Securitisation Rules together with the relevant provisions of the FSMA.

(k) "**UK Securitisation Repository Operational Standards**" means SECN 9.5.

(l) "**UK Transparency Rules**" means requirements of FCA Transparency Rules.

Risk Retention

The Seller will retain on an ongoing basis a material net economic interest of not less than 5 per cent. in the securitisation as required by SECN 5 and as determined in accordance with Article 6 of the EU Securitisation Regulation (as required for the purposes of Article 5(1)(d) of the EU Securitisation Regulation (not taking into account any relevant national measures)) and, in respect of the EU Securitisation Regulation, as if it were applicable to it, but solely as such articles are interpreted and applied on the Closing Date. As at the Closing Date, such interest will comprise a material net economic interest of not less than 5 per cent. of the nominal value of each Class of Notes sold to investors (with the exception of the Class X1 Notes and the Class X2 Notes), in accordance with SECN 5.2.8R(1)(a) and Article 6(3)(a) of the EU Securitisation Regulation (as if it were applicable to it, but solely as such article is interpreted and applied on the Closing Date) (the "**Retained Interest**"). Any change to the manner in which such interest is held will be notified to the Noteholders in

accordance with the Terms and Conditions of the Notes and the requirements of the UK Securitisation Framework.

The Seller (in its capacity as originator for the purposes of the UK Securitisation Framework and the EU Securitisation Regulation) has provided undertakings with respect to the interest to be retained by it to (i) the Joint Lead Managers and the Arranger in the Subscription Agreement, and (ii) the Issuer and the Security Trustee in the Mortgage Sale Agreement that, for so long as any Notes remain outstanding, it will:

(a) retain on an ongoing basis, the Retained Interest as required by SECN 5 and as determined in accordance with Article 6 of the EU Securitisation Regulation as required for the purposes of Article 5(1)(d) of the EU Securitisation Regulation and, in respect of the EU Securitisation Regulation, as if it were applicable to it, but solely as such articles are interpreted and applied on the Closing Date;

(b) at all relevant times comply with the requirements of SECN 6.2.1R(5)(c) by confirming the risk retention of Lendco as contemplated by SECN 5.2.1R;

(c) not sell, hedge or otherwise mitigate (and shall procure that none of its affiliates shall sell, hedge or otherwise mitigate) the credit risk under or associated with the Retained Interest except to the extent permitted under the UK Securitisation Framework or as would be permitted as determined in accordance with Article 6 of the EU Securitisation Regulation as required for the purposes of Article 5(1)(d) of the EU Securitisation Regulation;

(d) not change the manner or form in which it holds the Retained Interest except to the extent permitted under the UK Securitisation Framework and as would be permitted as determined in accordance with Article 6 of the EU Securitisation Regulation as required for the purposes of Article 5(1)(d) of the EU Securitisation Regulation; and

(e) as soon as reasonably possible notify the Arranger, the Joint Lead Managers, the Issuer and the Security Trustee if for any reason the Seller (i) ceases to hold the Retained Interest in accordance with paragraph (a) above, or (ii) fails to comply with the covenants set out in paragraphs (a) to (d) above.

Each prospective investor is required to independently assess and determine the sufficiency of the information described above and in the Prospectus generally for the purposes of complying with the applicable due diligence requirements of the UK Securitisation Framework as prescribed under Article 5 of Chapter 2 of the PRA Securitisation Rules ("**PRA Due Diligence Rules**"), SECN 4 ("**FCA Due Diligence Rules**") and regulations 32B, 32C and 32D of the 2024 UK SR SI ("**OPS Due Diligence Rules**", where OPS means an occupational pension scheme as defined in section 1(1) of the Pension Schemes Act 1993 that has its main administration in the United Kingdom), collectively the "**UK Due Diligence Rules**", or Article 5 of the EU Securitisation Regulation, as applicable, and any corresponding national measures which may be relevant and none of the Issuer nor any Relevant Party makes any representation that the information described above or in the Prospectus is sufficient in all circumstances for such purposes.

The Seller undertakes that it will procure the provision to Noteholders of any relevant additional data and information referred to in Article 5 of the EU Securitisation Regulation and/or UK Due Diligence Rules (subject to all applicable laws) which is reasonably requested by the Noteholders, provided that it will not be in breach of the requirements of this paragraph if, due to events, actions or circumstances beyond its control, it is not able to comply with such undertakings.

For the purposes of the UK Due Diligence Rules and Article 5 of the EU Securitisation Regulation, Lendco has made available the following information (or has procured that such information is made available):

(i) confirmation that Lendco was not a credit institution as defined in point (1) of Article 4(1) of Regulation (EU) No 575/2013 as it forms part of domestic law by virtue of the EUWA at the time of origination of the Loans in the Portfolio;

(ii) confirmation that Lendco (as originator) will retain on an ongoing basis a material net economic interest of not less than 5 per cent. in the securitisation in accordance with SECN 5.2.1R and as determined in accordance with Article 6 of the EU Securitisation Regulation (as required for the purposes of Article 5(1)(d) of the EU Securitisation Regulation) not taking into account any relevant national measures, as if it were applicable to it, but solely as such articles are interpreted and apply on the Closing Date, and that the risk retention will be disclosed to investors in accordance with the FCA Transparency Rules; and

(iii) confirmation that the Issuer (or the Servicer on its behalf) will make available the information required by the FCA Transparency Rules in accordance with the frequency and modalities provided for in such article.

Adverse Selection

The Seller has represented in the Mortgage Sale Agreement that it has not selected Loans to be sold to the Issuer with the aim of rendering losses on the Loans sold to the Issuer, measured over a period of four years, higher than the losses over the same period on comparable assets held on the balance sheet of the Seller.

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.

Transparency and Reporting

As to the information made available to potential investors by the Issuer, reference is made to the information set out herein and forming part of this Prospectus and to any other information provided separately (which information shall not form part of this Prospectus) and, after the Closing Date, to the Investor Reports prepared in accordance with the Cash Management Agreement and the Servicing Agreement and published in a manner consistent with the requirements of SECN 6.3 and, for these purposes the information is made available to the Noteholders, the FCA, the Bank of England, the PRA and/or the Pensions Regulator (or their successors) and, upon request, to potential investors in the Notes, on the UK Securitisation Repository Website.

The Servicer will publish each UK Investor Report, each Transaction Document and each UK SR Data Tape in a manner consistent with the requirements of SECN 6.3 and, for these purposes, the information is made available to the Noteholders, the FCA, the Bank of England, the PRA and/or the Pensions Regulator (or their successors) and, upon request, to potential investors in the Notes, on the UK Securitisation Repository Website not later than one month after the Interest Payment Date in relation to which such information was prepared.

The Servicer or another third party will publish without delay, (i) any inside information relating to the Issuer which the Issuer determines it is obliged to make pursuant to SECN 6.2.1R(6), SECN 11 (including its Annexes) and SECN 12 (including its Annexes) and will be disclosed to the public by the Issuer; or (ii) any significant event pursuant to SECN 6.2.1R(7), SECN 11 (including its Annexes) and SECN 12 (including its Annexes).

The Issuer has been designated as the reporting entity (the "**UK Reporting Entity**") under SECN 6.3.1R(1) and has accepted such appointment.

In addition, subject to certain conditions, the Issuer has contractually agreed to provide (or to procure the provision of) certain information and reports under Article 7 of the EU Securitisation Regulation as such requirements exist solely on the Closing Date.

Under the Servicing Agreement, the Issuer has appointed the Servicer to perform certain of the Issuer's obligations under the FCA Transparency Rules and certain of the Issuer's contractually agreed obligations

under Article 7 of the EU Securitisation Regulation (as such articles are interpreted on the Closing Date). For further information please refer to the section entitled "*General Information*".

STS

For the purposes of the UK Transparency Rules, the Issuer, being the entity responsible for reporting the information (including as applicable under SECN 6.2.1(R)) will either fulfil such requirements itself or shall procure that such requirements are complied with on its behalf, provided that the Issuer will not be in breach of such undertaking if the Issuer fails to so comply due to events, actions or circumstances beyond the Issuer's control. For the purposes of SECN 2.2.25R to 2.2.29R (as applicable), the Issuer and Lendco are responsible for compliance with the UK Transparency Rules.

Lendco, as originator, will submit a UK STS Notification to the FCA, on or about the date of this Prospectus in accordance with SECN 2.5, confirming that the UK STS Requirements have been satisfied with respect to the Notes. It is expected that the UK STS Notification will be available on the website of the FCA (https://data.fca.org.uk/#/sts/stssecuritisations). For the avoidance of doubt, this website and the contents thereof do not form part of this Prospectus.

Lendco has obtained an STS assessment from PCS UK, the third party authorised under SECN 2.5.2R in connection with the STS verification and STS assessment. It is expected that the STS assessment prepared by PCS UK, will be available on the website of PCS UK at https://www.pcsmarket.org/sts-verification-transactions/, together with detailed explanations of its scope at https://pcsmarket.org/disclaimer/ on and from the Closing Date. For the avoidance of doubt, the websites and the contents thereof do not form part of this Prospectus. No assurance can be provided that the securitisation transaction described in this Prospectus does or will continue to qualify as a UK STS securitisation under the UK Securitisation Framework as at the date of this Prospectus or at any point in time in the future.

The Notes are not intended to be designated as a simple, transparent and standardised securitisation for the purposes of the EU Securitisation Regulation ("**EU STS**"). 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 EU STS securitisation, 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.

Investors to assess compliance

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 in the EU or the UK, 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.

CRA Regulation

The credit ratings included or referred to in this Prospectus are expected to be assigned, on issue, by DBRS and Fitch and endorsed for the purposes of the EU CRA Regulation by DBRS Ratings GmbH and Fitch Ratings Ireland Limited, respectively.

In general, European regulated investors are restricted under the EU CRA Regulation from using credit ratings for regulatory purposes in the EEA, unless such ratings are issued by a credit rating agency established in the EEA and registered under the EU CRA 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 third country non-EEA credit rating agencies, unless the

relevant credit ratings are endorsed by an EEA-registered credit rating agency or the relevant third country rating agency is certified in accordance with the EU CRA 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 the European Securities and Markets Authority ("**ESMA**") on its website in accordance with the EU CRA 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.

As at the date of this Prospectus, each of DBRS and Fitch is a credit rating agency established in the UK and registered under the UK CRA Regulation.

Investors regulated in the UK are subject to similar restrictions under the UK CRA 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 CRA 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 CRA Regulation. Note this is subject, in each case, to (i) the relevant UK registration, certification or endorsement, as the case may be, not having been withdrawn or suspended, and (ii) transitional provisions that apply in certain circumstances.

If the status of the rating agency rating the Notes changes for the purposes of the EU CRA Regulation or the UK CRA 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 Notes may have a different regulatory treatment, which may impact the value of the Notes and their liquidity in the secondary market.

For further information, please refer to the sections entitled "*Risk Factors – Legal Risks and Regulatory Risks – Regulatory initiatives may have an adverse impact on the regulatory treatment of the Notes*" and "*The Loans*".

WEIGHTED AVERAGE LIVES OF THE NOTES

Weighted average life refers to the average amount of time that will elapse from the date of issuance of a security to the date of distribution to the investor of amounts distributed in net reduction of principal of such security (assuming no losses). The weighted average lives of the Notes will be influenced by, among other things, the actual rate of redemption of the Loans.

The model used in this Prospectus for the Loans represents an assumed constant per annum rate of prepayment ("**CPR**") each month relative to the then outstanding principal balance of a pool of mortgage loans. CPR does 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 Loans to be included in the Portfolio.

The following tables were prepared based on the characteristics of the Loans included in the Provisional Portfolio and the following additional assumptions (the "**Modelling Assumptions**"):

(a) there are no arrears or enforcements;

(b) no Loan is sold by the Issuer;

(c) no Principal Deficiency arises;

(d) no Loan is required to be repurchased by the relevant Seller due to any breach of Loan Warranty;

(e) the portfolio of mortgages to be purchased by the Issuer consists of Loans acquired on the Closing Date, having the characteristics of the Closing Portfolio as at the Portfolio Reference Date but with an assumed aggregate Principal Outstanding Balance of approximately £392,030,895.22;

(f) the interest payment as well as the principal payment for each Loan is calculated on a loan-by-loan basis assuming each Loan amortises monthly (meaning the amortisation of each Loan is determined by the loan specific (i) remaining term, (ii) principal outstanding and (iii) interest rate);

(g) the amortisation of any repayment loan is calculated as an annuity loan on a 30/360 basis, and the interest on any Loan is calculated on a 30/360 basis;

(h) all Loans which are not repayment loans are assumed to be interest-only loans;

(i) the Class A Notes represent 90.00%, the Class B Notes represent 5.50%, the Class C Notes represent 2.00%, the Class D Notes represent 1.50%, the Class E Notes represent 1.00%, the Class X1 Notes represent 1.50% of the Provisional Portfolio and the Class X2 Notes represent 0.80% of the Provisional Portfolio, representing in aggregate 102.3% of the Provisional Portfolio. The Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class X1 Notes and the Class X2 Notes have been rounded to the nearest lower integral multiple of £1,000;

(j) the weighted average lives are calculated on an 30/360 basis;

(k) no further advances or product switches are made on a Loan;

(l) the Cut-Off Date is 31 July 2026;

(m) the Issue Date is assumed to be 19 October 2026;

(n) payments on the Notes are made on the twentieth day of each month and the first Interest Payment Date falls in January 2027 (not adjusting for Business Days);

(o) the first Interest Period for the Notes will include three months of Revenue Receipts and Principal Receipts from the Loans in the Portfolio;

(p) the senior fees in respect of the Closing Portfolio are equal to the sum of: variable fees equal to 0.185 per cent. per annum of the Principal Outstanding Balance of the Loans at the beginning of each collection period;

(q) a swap rate vector is being applied to calculate the fixed swap payments of the Issuer;

(r) the Swap Agreement is not terminated and the Swap Provider fully complies with its obligations under the Swap Agreement;

(s) the Class A and B Liquidity Reserve Fund is credited up to the Class A and B Liquidity Reserve Fund Required Amount after the Closing Date and the Liquidity Facility Agreement has been entered into at the Closing Date;

(t) the amounts standing to credit of the Pre-Funding Reserve are applied by the Issuer to purchase Additional Mortgage Loans having the same characteristics as the Loans in the Provisional Portfolio, and such Additional Mortgage Loans are purchased on the Closing Date and will not alter the repayment profile of the Provisional Portfolio;

(u) the amount standing to the credit of the Pre-Funding Reserve Ledger after the first Interest Payment Date is zero;

(v) Compounded Daily SONIA and BBR are equal to 3.75 per cent;

(w) no interest accrues on the Deposit Account;

(x) the Call Option is exercised once the total outstanding principal balance of the Loans is equal to or less than 10 per cent. of the aggregate Principal Amount Outstanding of the Notes on the Closing Date;

(y) the Option Holder exercises its option to redeem the Notes on the Optional Redemption Date, in the first scenario, or the Option Holder does not exercise its option to redeem the Notes on or after the Optional Redemption Date (with the exception of the ten per cent. clean-up call as stated under paragraph (x) above), in the second scenario;

(z) the amount standing to the credit of the Standby Account is zero on and from the Closing Date;

(aa) the LF Relevant Event does not occur;

(bb) the Class A and B Liquidity Reserve Fund Required Amount is taking into account a class A and B liquidity reserve fund scheduled amount based on the Provisional Portfolio in respect of that Interest Payment Date;

(cc) the Notes will be redeemed in accordance with the Conditions;

(dd) the Liquidity Facility is not drawn;

(ee) the Liquidity Commitment is zero on the Optional Redemption Date;

(ff) no Sequential Payment Trigger Event has occurred prior to the Closing Date;

(gg) the amount standing to the credit of the Pre-Funding Reserve Ledger is zero;

(hh) no Additional Mortgage Loans have been purchased by the Issuer;

(ii) there has been no Product Switch;

(jj) All existing and future Floating for Life Loans are on SVR, which is BBR + 4.79 per cent; and

(kk) the Commitment fee under the Liquidity Facility is 0.80 per cent.

The actual characteristics and performance of the Loans are likely to differ from the assumptions used in constructing the tables set forth below, which are hypothetical in nature and are provided only to give a general sense of how the principal cashflows might behave under varying prepayment scenarios. For example, it is not expected that the Loans will prepay at a constant rate until maturity, that all of the Loans will prepay at the same rate or that there will be no defaults or delinquencies on the Loans. Moreover, the diverse remaining terms to maturity of the Loans could produce slower or faster principal distributions than indicated in the tables at the various percentages of CPR specified, even if the weighted average remaining term to maturity of the Loans is assumed.

Any difference between such assumptions and the actual characteristics and performance of the Loans will cause the weighted average lives of the Notes to differ (which difference could be material) from the corresponding information in the tables for each indicated percentage of CPR.

Weighted Average Life in Years

The weighted average lives shown below were determined by (i) multiplying the net reduction, if any, of the Principal Amount Outstanding of each Class of Notes by the number of years from the date of issue of the Notes to the related Interest Payment Date, (ii) adding the results and (iii) dividing the sum by the aggregate of the net reductions of the Principal Amount Outstanding described in item (i) above.

Subject to the foregoing discussion and assumptions, the following tables indicate the weighted average lives of the Notes. The weighted average lives of the Notes have been calculated on an 30/360 basis.

	Class A Notes		Class B Notes		Class C Notes		Class D Notes		Class E Notes	
CPR	Notes are called on FORD (years)	Clean-up call option exercised (years)	Notes are called on FORD (years)	Clean-up call option exercised (years)	Notes are called on FORD (years)	Clean-up call option exercised (years)	Notes are called on FORD (years)	Clean-up call option exercised (years)	Notes are called on FORD (years)	Clean-up call option exercised (years)
0.0%	4.66	11.66	4.67	18.94	4.67	19.57	4.67	19.75	4.67	19.82
5.0%	4.11	7.66	4.51	15.10	4.51	15.54	4.51	15.81	4.51	16.06
10.0%	3.63	5.50	4.35	12.26	4.35	13.11	4.35	13.58	4.35	13.86
15.0%	3.19	4.20	4.18	9.98	4.18	11.01	4.18	11.34	4.18	11.34
20.0%	2.81	3.33	4.02	8.23	4.02	8.39	4.02	8.39	4.02	8.39
25.0%	2.47	2.72	3.85	6.33	3.85	6.33	3.85	6.33	3.85	6.33
30.0%	2.16	2.27	3.68	4.95	3.68	4.95	3.68	4.95	3.68	4.95
Pricing CPR*	2.65	3.12	4.20	8.98	4.20	9.21	4.20	9.21	4.20	9.21

* from the Closing Date: 3% CPR for 6 months, 35% CPR for 12 months, 27.5% CPR for 6 months, 17.5% CPR for 6 months, 12.5% CPR for 25 months, 45% CPR for 6 months and 15% CPR thereafter.

For more information in relation to the risks involved in the use of the average lives estimated above, see the section entitled "*Risk Factors – Risks relating to the availability of funds to make payments on the Notes – The yield to maturity on the Notes may be affected by, among other things, prepayments made by Borrowers on their Loans*".

EARLY REDEMPTION OF THE NOTES

The Option Holder may exercise the Call Option granted by the Issuer pursuant to the Deed Poll, requiring the Issuer to sell the Portfolio. The Issuer is not permitted to dispose of the Portfolio in any other circumstances (other than in relation to an enforcement of the Security or the repurchase of a Loan and its Related Security by the Seller pursuant to the Mortgage Sale Agreement).

Pursuant to and subject to the terms of the Deed Poll, the Issuer will grant to the Option Holder the following rights (collectively, the "**Call Option**"), which may be exercised at any time on or after the Optional Purchase Commencement Date:

(a) the right to require the Issuer to sell and transfer to the Option Holder or a Third Party Purchaser (as identified in the Exercise Notice, the "**Beneficial Title Transferee**") the beneficial title to all (but not some) of the Loans and their Related Security comprising the Portfolio (the "**Whole Beneficial Title**") in consideration for the Optional Purchase Price; and

(b) the right to require the Issuer to transfer the legal title to all (but not some) of the Loans and their Related Security comprising the Portfolio (the "**Whole Legal Title**"), or if, at the time the Call Option is exercised, the Issuer does not hold legal title, the right to require the Issuer to procure that the Seller transfers the Whole Legal Title, to the Option Holder, a Third Party Purchaser or any nominee of the Option Holder specified as such in the Exercise Notice (as identified in the Exercise Notice, the "**Legal Title Transferee**").

The Call Option may be exercised at any time on or after the Optional Purchase Commencement Date by notice from the Option Holder to the Issuer, with a copy to the Security Trustee, the Seller and each of the Rating Agencies (such notice, an "**Exercise Notice**"), that the Option Holder wishes to exercise the Call Option, for effect on an Interest Payment Date following the service of the Exercise Notice (the Interest Payment Date identified as the date on which the purchase by the Beneficial Title Transferee of the Whole Beneficial Title and (if applicable) the transfer of the Whole Legal Title to the Legal Title Transferee is expected to be completed pursuant to the terms of the Deed Poll being the "**Optional Purchase Completion Date**").

The sale of the Whole Beneficial Title and (if applicable) the transfer of the Whole Legal Title pursuant to the Call Option shall also be subject to the following conditions:

(a) either:

  (i) the Beneficial Title Transferee and (if applicable) the Legal Title Transferee are resident for tax purposes solely in the United Kingdom; or

  (ii) the Issuer, having received tax advice from an appropriately qualified and experienced United Kingdom tax adviser in the form and substance satisfactory to it (acting reasonably), or such other comfort as may reasonably be required by it (including, without limitation, any clearance or other confirmation granted by HM Revenue and Customs) ("**Tax Advice**"), is satisfied that sale of the Whole Beneficial Title and (if applicable) transfer of the Whole Legal Title should not create or increase any liabilities of the Issuer to withholding tax imposed by the United Kingdom or the jurisdiction of the Beneficial Title Transferee and (if applicable) the Legal Title Transferee on interest. The costs relating to such Tax Advice shall be borne by the Option Holder;

(b) either:

  (i) the Legal Title Transferee has all the appropriate licences, approvals, authorisations, consents, permissions and registrations (including any approvals, authorisations, consents, permissions and registrations required to be maintained under the FSMA and any rules and regulations of

the FCA) required to administer residential mortgage loans such as the Loans and their Related Security comprising the Portfolio (the "**Relevant Authorisations**"); or

(ii) the Beneficial Title Transferee has appointed a servicer who has the Relevant Authorisations and the Seller has confirmed in writing that it will hold legal title to the Loans and their Related Security comprising the Portfolio on trust for the Beneficial Title Transferee; and

(c) the Beneficial Title Transferee shall not be permitted to transfer the beneficial interest in any of the Loans and their Related Security comprising the Portfolio to a further purchaser until the transfer of the Whole Legal Title is perfected unless such transfer of beneficial interest is made to an entity which is within the charge to UK corporation tax as regards any payment relating to the Loans.

Optional Purchase Price

The purchase price for the Loans and their Related Security comprising the Portfolio pursuant to the Call Option shall be an amount equal to the greater of:

(a) the aggregate Current Balance of the Loans (excluding any Enforced Loans) comprising the Portfolio determined as at the Collection Period Start Date immediately preceding the Optional Purchase Completion Date; and

(b) without double counting, the greater of:

(i) zero; and

(ii) an amount equal to:

(A) the amount required by the Issuer to pay in full all amounts payable under items (a) to (d) of the Post-Enforcement Priority of Payments on the immediately following Interest Payment Date;

less

(B) any Available Revenue Receipts and Available Principal Receipts otherwise available to the Issuer,

in each case, plus (without double counting) (i) the Issuer's costs and expenses associated with transferring its interests in any Loan and its Related Security to the Option Holder or its nominee (if any) and (ii) an amount agreed between the Issuer and the Option Holder in respect of costs anticipated to be incurred by the Issuer after the Optional Purchase Completion Date (the "**Optional Purchase Price**").

In connection with the exercise of the Call Option, the Beneficial Title Transferee will agree with the Issuer to: (i) deposit an amount equal to the Optional Purchase Price in either an escrow account in the name of the Beneficial Title Transferee or in any other account as may be agreed between the Issuer and the Beneficial Title Transferee; or (ii) provide irrevocable payment instructions for an amount equal to the Optional Purchase Price for value on the Optional Purchase Completion Date to the Deposit Account or such other account as may be agreed between the Issuer and the Beneficial Title Transferee, provided that such deposit shall be made or irrevocable payment instructions shall be given no later than (x) two Business Days prior to the Optional Purchase Completion Date or (y) such other date as the Issuer, at its sole discretion, and the Beneficial Title Transferee may agree, provided further that the Optional Purchase Price or irrevocable payment instructions (as applicable) must be received by the Issuer in sufficient time to enable the Issuer to provide notice of redemption of the Notes to the Noteholders pursuant to Condition 8.3 (*Mandatory Redemption of the Notes in Full*) or 8.4 (*Mandatory Redemption of the Notes for Taxation or Other Reasons*) (as applicable); and/or (iii)

take any other action as may be agreed by the Beneficial Title Transferee, the Issuer and the Security Trustee in relation to the payment of the Optional Purchase Price.

At the cost of the Option Holder, the Issuer shall serve, or if, at the time the Call Option is exercised, the Issuer does not hold the Whole Legal Title, direct the Seller to serve all relevant notices and take all steps (including carrying out requisite registrations and recordings) in order to effectively vest the Whole Legal Title in the Legal Title Transferee, in each case subject to the terms and conditions set out in the Deed Poll, such notices to be given promptly after the Optional Purchase Completion Date.

Redemption of the Notes and the cancellation of the Residual Certificates

On the Optional Purchase Completion Date, the Optional Purchase Price will be applied as Available Revenue Receipts in accordance with the Pre-Enforcement Revenue Priority of Payments and will result in the Notes being redeemed in full. The Residual Certificates will be cancelled following the redemption in full of the Notes.

Any Revenue Receipts or Principal Receipts received by the Issuer from and including the Collection Period Start Date immediately prior to the Optional Purchase Completion Date to and including the Optional Purchase Completion Date (such amounts being "**Optional Purchase Collections**") will be payable to or for the account of the Beneficial Title Transferee and the Issuer shall transfer all such amounts to or for the account of the Beneficial Title Transferee on the Optional Purchase Completion Date.

The Issuer has covenanted in the Deed Poll in favour of the Option Holder that, prior to the service of an Enforcement Notice, it shall not agree to any sale of the Portfolio that is not already provided for under the Transaction Documents.

In this Prospectus:

"**Deed Poll**" means the deed poll dated on or about the Closing Date, executed by the Issuer, in favour of the Option Holder from time to time.

"**Option Holder**" means:

(a) (where the RC2 Residual Certificates are represented by Definitive Residual Certificates) the holder of greater than 50 per cent. in number of the RC2 Residual Certificates or (where the RC2 Residual Certificates are represented by a Global Residual Certificate) the Indirect Participant who holds the beneficial interest in more than 50 per cent. in number of the RC2 Residual Certificates; or

(b) where no person holds (where the RC2 Residual Certificates are represented by Definitive Residual Certificates) greater than 50 per cent. in number of the RC2 Residual Certificates or (where the RC2 Residual Certificates are represented by a Global Residual Certificate) beneficial interest in more than 50 per cent. in number of the RC2 Residual Certificates, the person who holds the greatest aggregate number of RC2 Residual Certificates or, as applicable, beneficial interest in the greatest aggregate number of RC2 Residual Certificates.

"**Optional Purchase Commencement Date**" means the earlier of:

(a) the Collection Period Start Date immediately preceding the Optional Redemption Date; or

(b) any Collection Period Start Date on which the aggregate Current Balance of the Loans (excluding any Enforced Loans) is equal to or less than 10 per cent. of the aggregate Principal Amount Outstanding of the Notes on the Closing Date; or

(c) any Business Day following the occurrence of a Redemption Event.

"**Third Party Purchaser**" means a third party purchaser of the beneficial title to the Loans and their Related Security as nominated by the Option Holder in the Exercise Notice.

USE OF PROCEEDS

On the Closing Date, the Issuer will use the net proceeds of the Notes which are estimated to be £465,466,000 to:

(a) pay the Closing Portfolio Initial Consideration payable by the Issuer for the Closing Portfolio to be acquired from the Seller on the Closing Date;

(b) establish, from part of the proceeds of the Class X Notes, the Expenses Ledger which can be applied by the Issuer to fund Transaction Expenses on any date from (and including) the Closing Date up to (and including) the First Interest Payment Date;

(c) credit excess amounts (if any, other than the remaining proceeds from the Class X Notes which will be payable to the Seller) to the Principal Ledger for application as Available Principal Receipts on the first Interest Payment Date;

(d) pay any applicable marked-to-market amount, if any, owing to the 2023-1 Swap Provider in relation to the novation, amendment or termination of any 2023-1 Swaps;

(e) pay the upfront fee amount (if any) due on the Closing Date by the Issuer to the Swap Provider under the terms of and in connection with the Swap Transaction entered into on the Closing Date; and

(f) establish the Pre-Funding Reserve Ledger and credit an amount equal to £237,350,700.27 to the Pre-Funding Reserve Ledger to purchase Additional Mortgage Loans following the Closing Date and on or prior to the Final Additional Mortgage Loan Purchase Date, following which any Pre-Funding Unused Amount will be applied as Available Principal Receipts on the First Interest Payment Date.

RATINGS

The Notes, on issue, are expected to be assigned the following ratings by Fitch and DBRS. A security rating 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 agency if, in its judgement, circumstances so warrant.

Class of Notes	Fitch	DBRS
Class A Notes	AAAsf	AAA (sf)
Class B Notes	AAsf	AA (low) (sf)
Class C Notes	A+sf	A (sf)
Class D Notes	BBBsf	A (low) (sf)
Class E Notes	BBsf	BBB (high) (sf)
Class X1 Notes	BB+sf	BBB (high) (sf)
Class X2 Notes	BBsf	BB (high) (sf)

The ratings assigned to the Notes by each of Fitch and DBRS address, *inter alia*, the likelihood of:

(a) full and timely payment to the holders of the Most Senior Class of Notes (other than the Class X1 Notes and the Class X2 Notes) of all payments of interest on each Interest Payment Date; and

(b) full and ultimate payment to the holders of the Notes of principal and (in relation to the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class X1 Notes and the Class X2 Notes while they are not the Most Senior Class of Notes) of interest on or prior to the Final Maturity Date.

The Residual Certificates will not be rated by the Rating Agencies.

As of the date of this Prospectus, each of the Rating Agencies is a credit rating agency established in the UK and is registered under the UK CRA Regulation.

THE ISSUER

Introduction

The Issuer was incorporated in England and Wales on 6 August 2026 (registered number 17384641) as a public limited company under the Companies Act 2006. The registered office of the Issuer is 10th Floor, 5 Churchill Place, London E14 5HU, United Kingdom. The telephone number of the Issuer's registered office is +44 (0) 203 855 0285. The issued share capital of the Issuer comprises 50,000 ordinary shares of £1 each of which one share is fully paid up and 49,999 shares are quarter-paid and all shares are held by Holdings (see the section entitled "*Holdings*").

The Issuer has no subsidiaries. The Seller does not own directly or indirectly any of the share capital of Holdings or the Issuer.

The Issuer was established as a special purpose vehicle solely for the purpose of issuing asset backed notes. The Issuer is permitted, pursuant to the terms of its articles of association, *inter alia*, to issue the Notes and the Residual Certificates. The Issuer will covenant to observe certain restrictions on its activities which are set out in Condition 5(b) (*Covenants*) and Residual Certificates Condition 5(b) (*Covenants*).

Under the Companies Act 2006 (as amended), the Issuer's governing documents may be altered by a special resolution of shareholders.

In accordance with the Corporate Services Agreement, the Corporate Services Provider will provide to the Issuer certain directors, a registered and administrative office, the arrangement of meetings of directors and shareholders, and procure the service of a company secretary. No remuneration is paid by the Issuer to or in respect of any director or officer of the Issuer for acting as such.

The Issuer has not engaged, since its incorporation, in any material activities nor commenced operations other than those incidental to its registration as a public company under the Companies Act 2006 (as amended) and to the proposed issue of the Notes and Residual Certificates and the authorisation of the other Transaction Documents referred to in this Prospectus to which it is or will be a party and other matters which are incidental or ancillary to the foregoing. The Issuer, as necessary, has made the information filing and fee payment under the Data Protection (Charges and Information) Regulations 2018. As at the date of this Prospectus, statutory accounts have not yet been prepared or delivered to the Registrar of Companies on behalf of the Issuer. The accounting reference date of the Issuer is 31 December and the first statutory accounts of the Issuer will be drawn up to 31 December 2027.

There is no intention to accumulate surpluses in the Issuer (other than amounts standing to the credit of the Principal Ledger, the Revenue Ledger, the Class A and B Liquidity Reserve Fund, the Pre-Funding Reserve Ledger, the Principal Deficiency Ledger, the Expenses Ledger and the Issuer Profit Account). The Issuer's ongoing activities principally comprise: (i) the issue of the Notes; (ii) the entering into of the Transaction Documents to which it is expressed to be a party; and (iii) the exercise of related rights and powers and other activities referred to in this Prospectus or reasonably incidental to those activities.

The legal entity identifier number of the Issuer is 2138004LJ1QHBOG3V452.

The Issuer has its "centre of main interests" in the United Kingdom and will be subject to the insolvency laws of England and Wales.

PricewaterhouseCoopers LLP, with its registered office at 1 Embankment Place, London, WC2N 6RH, United Kingdom, is the auditor of the Issuer. PricewaterhouseCoopers LLP is a registered auditor and is authorised by and is a member of the Institute of Chartered Accountants in England and Wales to practise in England and Wales.

Directors

The directors of the Issuer and their respective business addresses and occupations are:

Name	Business Address	Business Occupation
CSC Directors (No. 1) Limited	10th Floor, 5 Churchill Place, London E14 5HU, United Kingdom	Corporate Director
CSC Directors (No. 2) Limited	10th Floor, 5 Churchill Place, London E14 5HU, United Kingdom	Corporate Director
Alasdair James David Watson	10th Floor, 5 Churchill Place, London E14 5HU, United Kingdom	Director

The directors of CSC Directors (No. 1) Limited and CSC Directors (No. 2) Limited and their principal activities are as follows:

Name	Business Address	Principal Activities
Alasdair James David Watson	10th Floor, 5 Churchill Place, London E14 5HU, United Kingdom	Director
Catherine McGrath	10th Floor, 5 Churchill Place, London E14 5HU, United Kingdom	Director
Debra Parsall	10th Floor, 5 Churchill Place, London E14 5HU, United Kingdom	Director
Helena Whitaker	10th Floor, 5 Churchill Place, London E14 5HU, United Kingdom	Director
Jonathan Hanly	10th Floor, 5 Churchill Place, London E14 5HU, United Kingdom	Director
Jordina Walker	10th Floor, 5 Churchill Place, London E14 5HU, United Kingdom	Director
Oskari Tammenmaa	10th Floor, 5 Churchill Place, London E14 5HU, United Kingdom	Director
Raheel Khan	10th Floor, 5 Churchill Place, London E14 5HU, United Kingdom	Director

Name	Business Address	Principal Activities
Renda Manyika	10th Floor, 5 Churchill Place, London E14 5HU, United Kingdom	Director
Umar Khan	10th Floor, 5 Churchill Place, London E14 5HU, United Kingdom	Director

The Issuer has no loan capital, borrowings or material contingent liabilities (including guarantees) as at the date of this Prospectus.

HOLDINGS

Introduction

Holdings was incorporated in England and Wales on 4 August 2026 (registered number 17380360) as a private limited company under the Companies Act 2006 (as amended). The registered office of Holdings is 10th Floor, 5 Churchill Place, London E14 5HU, United Kingdom. The issued share capital of Holdings comprises one ordinary share of £1. CSC Corporate Services (UK) Limited (the "**Share Trustee**") holds the entire beneficial interest in the issued share under a discretionary trust for charitable purposes. Holdings holds the beneficial interest in the issued share capital of the Issuer.

Neither the Seller nor any company connected with the Seller can direct the Share Trustee and none of such companies has any control, direct or indirect, over Holdings or the Issuer.

Pursuant to the terms of its articles of association, Holdings is permitted, *inter alia*, to hold shares in the Issuer.

Holdings has not engaged since its incorporation in any material activities other than those activities incidental to the authorisation and implementation of the Transaction Documents referred to in this Prospectus to which it is or will be a party and other matters which are incidental or ancillary to the foregoing.

Directors

The directors of Holdings and their respective business addresses and occupations are:

Name	Business Address	Business Occupation
CSC Directors (No. 1) Limited	10th Floor, 5 Churchill Place, London E14 5HU, United Kingdom	Corporate Director
CSC Directors (No. 2) Limited	10th Floor, 5 Churchill Place, London E14 5HU, United Kingdom	Corporate Director
Alasdair James David Watson	10th Floor, 5 Churchill Place, London E14 5HU, United Kingdom	Director

The directors of CSC Directors (No. 1) Limited and CSC Directors (No. 2) Limited and their respective occupations are:

Name	Business Address	Principal Activities
Alasdair James David Watson	10th Floor, 5 Churchill Place, London E14 5HU, United Kingdom	Director
Catherine McGrath	10th Floor, 5 Churchill Place, London E14 5HU, United Kingdom	Director

Debra Parsall	10th Floor, 5 Churchill Place, London E14 5HU, United Kingdom	Director
Helena Whitaker	10th Floor, 5 Churchill Place, London E14 5HU, United Kingdom	Director
Jonathan Hanly	10th Floor, 5 Churchill Place, London E14 5HU, United Kingdom	Director
Jordina Walker	10th Floor, 5 Churchill Place, London E14 5HU, United Kingdom	Director
Oskari Tammenmaa	10th Floor, 5 Churchill Place, London E14 5HU, United Kingdom	Director
Raheel Khan	10th Floor, 5 Churchill Place, London E14 5HU, United Kingdom	Director
Renda Manyika	10th Floor, 5 Churchill Place, London E14 5HU, United Kingdom	Director
Umar Khan	10th Floor, 5 Churchill Place, London E14 5HU, United Kingdom	Director

The accounting reference date of Holdings is 31 December and the first statutory accounts of Holdings will be drawn up to 31 December 2027.

Holdings has no employees.

THE SELLER AND THE RISK RETAINER

Lendco Limited ("**Lendco**", the "**Seller**" and the "**Risk Retainer**") was previously registered under the name Atlas Property Finance Limited and was renamed on 26 April 2018. Lendco is a private limited company incorporated under the laws of England and Wales on 30 January 2018. Lendco is registered in England and Wales under company number 11177105. The registered office of Lendco is at 24 Monument Street, 9th Floor, Monument Place, London, England, EC3R 8AJ, United Kingdom.

Lendco is a provider of unregulated buy-to-let mortgage financing for the purpose of purchasing or refinancing residential properties in England and Wales which are to be held as investments and let to unrelated third parties. As of 31 July 2026, Lendco has originated approximately £2,638,446,354 of buy-to-let mortgage loans.

Lendco is registered with the Financial Conduct Authority under registration number 805730 for the purposes of carrying out lending, administration and arranging activities in respect of consumer buy-to-let mortgage contracts.

Lendco (in its capacity as originator for the purposes of the UK Securitisation Framework and the EU Securitisation Regulation) has given certain undertakings in relation to the holding of the Retained Interest which are set out in the section entitled "*Regulatory Disclosures – UK Securitisation Framework and EU Securitisation Regulation*".

For the purposes of UK Due Diligence Rules and Article 5 of the EU Securitisation Regulation, Lendco (in its capacity as originator and as Risk Retainer) has made available the following information (or has procured that such information is made available):

(a) confirmation that Lendco was not a credit institution as defined in point (1) of Article 4(1) of Regulation (EU) No 575/2013 as it forms part of domestic law by virtue of the EUWA at the time of origination of the Loans in the Portfolio;

(b) confirmation that Lendco (as originator) will retain on an ongoing basis a material net economic interest of not less than 5 per cent. in the securitisation as required by SECN 5.2.1R and as determined in accordance with Article 6 of the EU Securitisation Regulation as required for the purposes of Article 5(1)(d) of the EU Securitisation Regulation and that the risk retention will be disclosed to investors in accordance with the FCA Transparency Rules; and

(c) confirmation that the Issuer (or the Servicer on its behalf) will make available the information required by the FCA Transparency Rules in accordance with the frequency and modalities provided for in such article.

Lendco has more than seven years of experience in the origination, underwriting and servicing of mortgage loans similar to those in the Portfolio, and the management team of Lendco have significant servicing, origination and underwriting experience. In particular, Simon Knight (Managing Director) has over 35 years' experience in the UK, U.S. and international mortgage-lending markets, Alex King (Executive Director) has over 30 years' financial services experience and extensive sales management, marketing and operational experience and Rory Withfield (Finance Director) has over 20 years' experience in the financial services industry and has held a variety of roles in numerous global financial services companies and Mat Jackson as Senior Financial Services Executive with over 30 years' UK industry experience across New Lending, Customer Operations, IT, Data, Analytics and Business Transformation. In addition, staff who are responsible for managing the origination by Lendco of mortgage loans similar to the Loans in the Portfolio have significant relevant professional experience in the origination of such loans.

Source – Lendco Limited

SERVICER

Lendco Limited is a private limited company incorporated in England and Wales on 30 January 2018 and registered under company number 11177105. The registered office of Lendco Limited is at 24 Monument Street, 9th Floor, Monument Place, London, England, EC3R 8AJ, United Kingdom.

Lendco is a provider of unregulated buy-to-let mortgage financing for the purpose of purchasing or refinancing residential properties in England and Wales which are to be held as investments and let to unrelated third parties. As of 31 July 2026, Lendco has originated approximately £2,638,446,354 of buy-to-let mortgage loans. Lendco is registered with the Financial Conduct Authority under registration number 805730 for the purposes of carrying out lending, administration and arranging activities in respect of consumer buy-to-let mortgage contracts.

THE AGENT BANK, THE PRINCIPAL PAYING AGENT, THE CASH MANAGER AND THE ISSUER ACCOUNT BANK

Citibank, N.A. is registered in the United States of America and holds charter no. 1461 issued by the Office of the Comptroller of the Currency. Citibank, N.A.'s principal place of business is 388 Greenwich Street, New York, NY 10013, United States of America. Its registered office is at 701 East 60th Street, North Sioux Falls, South Dakota 57104, United States of America. Citibank, N.A.'s primary federal regulator is the Office of the Comptroller of the Currency.

Citibank, N.A., London Branch, is a branch of Citibank, N.A. which is authorised and regulated by the Office of the Comptroller of the Currency of the United States of America with a foreign company number FC001835. Citibank, N.A., London Branch is registered as a branch with UK establishment number BR001018. Its UK establishment office address is Citigroup Centre, Canada Square, London E14 5LB.

It is authorised in the UK by the PRA and subject to regulation by the FCA and limited regulation by the PRA. It appears on the UK's financial services register with firm reference number 124704.

The short-term unsecured obligations of Citibank, N.A. are rated A-1 by Standard & Poor's Credit Market Services Europe Limited, P-1 by Moody's Investors Service Ltd. and F1+ by Fitch Ratings Limited and the long term unsecured unsubordinated obligations of Citibank, N.A. are rated A+ by Standard & Poor's Credit Market Services Europe Limited, Aa3 by Moody's Investors Service Ltd. and AA- by Fitch Ratings Limited.

THE NOTE TRUSTEE AND SECURITY TRUSTEE

Citicorp Trustee Company Limited was incorporated on 24 December 1928 under the laws of England and Wales and has its registered office at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, with company number 235914.

Citicorp Trustee Company Limited is an indirect wholly owned subsidiary of Citigroup Inc., a diversified global financial services holding company incorporated in Delaware. Citicorp is regulated by the UK's Financial Conduct Authority.

Neither the Note Trustee nor the Security Trustee will be responsible for (a) supervising the performance by the Issuer or any other party to the Transaction Documents of their respective obligations under the Transaction Documents and will be entitled to assume, until it has written notice to the contrary, that all such persons are properly performing their duties thereunder, or (b) 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. Neither the Note Trustee nor the Security Trustee will be liable to any Noteholder or other Secured 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 chargee in relation to the Charged Assets and neither the Note Trustee nor the Security Trustee has any responsibility in relation to the legality, validity, sufficiency or enforceability of the Security and the Transaction Documents.

THE LIQUIDITY FACILITY PROVIDER

Bank of America, N.A. is a national banking association organised under the laws of the United States, with its principal executive offices located in Charlotte, North Carolina. Bank of America, N.A. is a wholly owned indirect subsidiary of Bank of America Corporation and is engaged in a general consumer banking, commercial banking and trust business, offering a wide range of commercial, corporate, international, financial market, retail and fiduciary banking services. As Liquidity Facility Provider, Bank of America, N.A. has acted through its London Branch, with registered address at 2 King Edward Street, London EC1A 1HQ, United Kingdom.

As of the date of this Prospectus, Bank of America, N.A., has a long-term rating of "A+" by S&P, "Aa2" by Moody's, "AA" by Fitch and "AA" by DBRS, and Bank of America, N.A., has a short-term rating of "A-1" by S&P, "P-1" by Moody's and "F1+" by Fitch and "R-1H" by DBRS. The information in the preceding paragraph has been provided by Bank of America, N.A.

THE SWAP PROVIDER

NatWest Markets Plc ("**NWM Plc**") is a wholly-owned subsidiary of NatWest Group plc (the "**holding company**").

The "**NWM Group**" comprises NWM Plc and its subsidiary and associated undertakings. The "**NatWest Group**" comprises the holding company and its subsidiary and associated undertakings, including the NWM Group.

As part of NatWest Group, NWM Plc supports NatWest Group's corporate and institutional customers. NWM Plc works in close collaboration with teams across NatWest Group to provide capital markets and risk management solutions to its customers.

Further information relating to the NWM Group can be found in the NWM Plc 2025 Annual Report and Accounts and the NWM Group H1 Interim Results 2026 and any relevant NWM Group Registration Document, including any updates or supplements thereto and other relevant filings or announcements, which can be found at: https://investors.natwestgroup.com/regulatory-news/company-announcements.

The most recent ratings of NWM Plc and the respective entities can be found on: https://investors.natwestgroup.com/fixed-income-investors/credit-ratings.

The contents of those websites do not form part of this Prospectus and are not incorporated by reference into this Prospectus.

NWM Plc does not have securities admitted to trading on a UK regulated market or specified market for the purposes of the PRM.

THE CORPORATE SERVICES PROVIDER AND BACK-UP SERVICING FACILITATOR

CSC Capital Markets UK Limited (registered number 10780001), having its principal address at 10th Floor, 5 Churchill Place, London E14 5HU, United Kingdom, will be appointed to provide corporate services to the Issuer and Holdings pursuant to the Corporate Services Agreement. CSC Capital Markets UK Limited will be appointed as a Back-Up Servicing Facilitator pursuant to the Servicing Agreement.

CSC Capital Markets UK Limited has served and is currently serving as corporate service provider and back-up servicing facilitator for numerous securitisation transactions and programmes involving pools of mortgage loans.

THE LOANS

The Portfolio

Introduction

The following is a description of some of the characteristics of the Loans including details of loan types and selected statistical information.

The Seller procured the selection of the Loans for transfer into the Provisional Portfolio, using a system containing defined data on each of the qualifying loans. This system allows the setting of exclusion criteria among others corresponding to relevant Loan Warranties that the Seller will make in the Mortgage Sale Agreement in relation to the Loans. Once the criteria have been determined, the system identifies all loans owned by the Seller that are consistent with the criteria. The Loans selected for transfer into the Provisional Portfolio are representative of the Buy-to-Let Loans (including Atlas Funding 2023-1 Loans) meeting the selection criteria which the Seller holds immediately prior to the sale of the Closing Portfolio. After a pool of Loans is selected in this way, the constituent Loans are monitored so that they continue to comply with the Loan Warranties on the Closing Date.

The characteristics of the Loans in the Provisional Portfolio may differ from Loans in the Closing Portfolio as at the Closing Date due to inclusion of Loans that meet the Loan Warranties on the Closing Date, any redemptions of mortgage loans occurring, the death of any relevant Borrower, enforcement procedures being completed or repurchases by the persons who sold the relevant mortgage loan to the Seller. In addition, further Loans may be purchased by the Issuer following the Closing Date as Additional Mortgage Loans. Additional Mortgage Loans other than Atlas Funding 2023-1 Loans (for the avoidance of doubt, including the Additional Closing Portfolio Mortgage Loans) may not have formed part of the Provisional Portfolio.

Unless otherwise indicated, the description that follows relates to types of loans that could be sold to the Issuer as part of the Closing Portfolio as at the Closing Date.

The Portfolio

The Portfolio from time to time after the Closing Date will comprise loans advanced to the Borrowers upon the security of residential property situated in England or Wales in relation to the purchase or re-mortgage of a Property for letting purposes, such loans acquired pursuant to the Mortgage Sale Agreement, other than Loans which have been repaid or which have been purchased from the Issuer pursuant to the Mortgage Sale Agreement.

Further Loans may be sold to the issuer by the Seller on any date falling in the period from the Closing Date up to the First Interest Payment Date. Each date following the Closing Date on which the Issuer purchases Additional Mortgage Loans is referred to as an additional mortgage loan purchase date (the "**Additional Mortgage Loan Purchase Date**"). Additional Mortgage Loans (for the avoidance of doubt, including the Additional Closing Portfolio Mortgage Loans) other than Atlas Funding 2023-1 Loans do not form part of the Provisional Portfolio. The Issuer will acquire Atlas Funding 2023-1 Loans, which will comprise Buy-To-Let Mortgage Loans on the First Additional Mortgage Loan Purchase Date.

There has been no revaluation of any Property for the purposes of the issuance of the Notes and the valuations quoted are as at the date of the initial origination of the Loans in accordance with the Lending Criteria.

Origination of the Portfolio

The Loans in the Portfolio are originated by the Seller via a network of mortgage brokers.

Security

All of the Loans in the Portfolio are secured by first ranking mortgages.

Each Property must be of residential use and planning status only, and must be located in England or Wales.

In general, the following types of tenure are deemed by the Seller to represent suitable security in respect of the Loans:

(a) Freehold (except certain flats or maisonettes);

(b) Leasehold, in respect of flats or maisonettes with a minimum of 60 years of the lease remaining at the time the application by the relevant Borrower is made (save where the lease is being simultaneously extended upon completion of the transaction); and

(c) Flying Freehold, where the flying freehold element does not exceed 25% of the total area of the relevant Property.

In general, the following property types (amongst others) are considered by the Seller to be eligible as security in respect of a Loan: new-build properties; residential houses; purpose-built or converted flats (including maisonettes and studio flats (studio flats must have a minimum floor area of 30 square metres)); houses in multiple occupation ("**HMO**") (provided correct planning permission is in place and the property is properly licenced (where appropriate)); flats above commercial units (non-takeaway, public house, bar or nightclub related); and multi-unit freehold.

Interest Rates in respect of the Loans

In respect of any Loan, if the relevant offer document specifies an initial fixed rate of interest, that rate of interest shall apply during the initial fixed rate period referred to in such offer document.

After the expiry of the initial fixed rate period specified in any such offer document (or if such offer document does not specify an initial fixed rate period), the interest rate applicable to the relevant Loan shall be (i) the SONIA Reference Rate published by ICE on the ICE Report Centre for a tenor period of three months for pounds sterling as at the relevant determination date ("**3 month Term SONIA**"), plus (ii) the margin referred to in the relevant offer document. If 3 month Term SONIA is less than zero on any relevant determination date, 3 month Term SONIA will be deemed to be zero.

Interest is calculated on the principal amount of the relevant Loan from time to time (including any fees payable to the Seller and added to such principal amount) on the basis of a 360-day year consisting of 12 months of 30 days. Interest accrues daily and is payable on a monthly basis on a specified day of each calendar month (for the purposes of this section, each such date is an "**Interest Payment Date**").

In the event that SONIA ceases to be available or is no longer commonly accepted as a benchmark rate, the Seller may exercise its discretion to select any substitute reference rate.

Characteristics of the Loans

Types of Loans

The Loans in the Portfolio consist of buy-to-let mortgage loans in respect of residential properties in England and Wales, purchased or refinanced for the purpose of investment and let to unrelated third parties. The Loans each have a contractual term of not less than five years and not more than 35 years.

Repayment Terms

Repayment of each Loan must take place on or before the final day of the term specified in the relevant offer document or on the date on which the Seller declares the Loan to be immediately due and payable following the occurrence of an event of default in respect of the Loan. A Borrower is required to pay all accrued and unpaid interest, and all applicable outstanding fees, on the date on which a Loan becomes repayable in full.

Loans are repayable on an interest-only basis. Subject to the ability of a Borrower to make overpayments (see "*Overpayments and Early Repayment Charges*" below), payments made by a Borrower on each Interest Payment Date will not be deemed to repay any part of the relevant Loan. The entire outstanding principal amount of the relevant Loan is required to be repaid on its maturity date.

Further mortgage advances

The Seller is under no obligation to make further advances to any Borrower. Further, Seller will undertake with the Issuer and the Security Trustee that it (or the Servicer on its behalf) will not offer to any Borrower nor will it agree to any request from any Borrower for a Further Advance in relation to a Loan and its Related Security unless required to do so in accordance with Applicable Laws.

If a Further Advance required to be granted in accordance with Applicable Laws, the Servicer shall notify each of the Seller, the Issuer and the Security Trustee as soon as reasonably practicable and following delivery of a Loan Repurchase Notice by the Issuer to the Seller, the Seller shall subsequently repurchase the relevant Loan within the timeframes and in the manner set out in the Mortgage Sale Agreement.

"**Applicable Law**" means any law or regulation including, but not limited to: (a) any domestic or foreign statute or regulation; (b) any rule or practice of any Authority with which any party is bound or accustomed to comply; (c) any agreement entered into by any party and any Authority that is customarily entered into by institutions of a similar nature; or (d) between any two or more Authorities.

"**Authority**" means any competent regulatory, prosecuting, tax or governmental authority in any jurisdiction.

"**Further Advance**" means, in relation to a Loan, any advance of further money to the relevant Borrower following the Initial Advance which is secured by the same Mortgage as the Initial Advance, but does not include the amount of any retention advanced to the relevant Borrower as part of the Initial Advance after completion of the Mortgage.

"**Initial Advance**" means the initial principal amount advanced by the Seller to the relevant Borrower under a Loan.

Overpayments and Early Repayment Charges

Overpayments on a Loan may be made on any Business Day, subject to any restrictions in the relevant offer document.

At the same time as making any overpayment, the relevant Borrower must pay to the Seller accrued interest on the amount repaid (calculated up to and including the date of repayment), together with any Early Repayment Charge or similar fee specified in the relevant offer document. During the early repayment charge period specified in an offer document, a Borrower may be permitted to make repayments of up to 10 per cent. of the initial principal amount of a Loan without incurring an early repayment fee. The minimum overpayment permitted in respect of any Loan is £1,000.

The Seller may, in its absolute discretion and following a request from a Borrower, permit a Borrower to make overpayments outside of the above criteria. Any overpayment made outside of such criteria would be subject to the payment by the Borrower of an Early Repayment Charge.

Payment Holidays

Initial screenings of applications by Borrowers for payment holidays are performed by the Servicer.

Product Switches

From time to time a Borrower may request, or the Seller or the Servicer (on behalf of the Seller) may offer, in limited circumstances, a variation in the financial terms and conditions applicable to the Borrower's Loan. In addition, in order to promote the retention of Borrowers, the Seller may periodically contact certain Borrowers in respect of the Seller's total portfolio of outstanding residential mortgage loans in order to encourage a Borrower to review the Seller's other residential mortgage loans and to discuss moving that Borrower to an alternative mortgage product.

A Loan which is subject to a Product Switch may remain in the Portfolio subject to the terms contained in the Mortgage Sale Agreement. See the section entitled "*Summary of the Key Transaction Documents – Mortgage Sale Agreement*".

Permitted Fee Capitalisation Amounts

A Borrower may apply to the Seller to capitalise on their Loan any fee payable by that Borrower in connection with a Product Switch under their Loan. This fee will be secured by the same Property as the Loan. Any Permitted Fee Capitalisation Amount elected by a Borrower in connection with a Product Switch and purchased by the Issuer will be added to the Current Balance of that Borrower's Loan on the relevant Switch Date. The aggregate of the outstanding amount of the Loan and the Permitted Fee Capitalisation Amount may be greater than the original amount of the Loan.

Title to the Portfolio

Pursuant to and under the terms of the Mortgage Sale Agreement dated on or about the Closing Date, the Seller will transfer to the Issuer the equitable title to (i) the Loans and their Related Security comprising the Closing Portfolio on the Closing Date and (ii) each Additional Mortgage Loan and their Related Security on the relevant Additional Mortgage Loan Purchase Date. The Seller has agreed to transfer legal title to the Loans and their Related Security to the Issuer, and the Issuer has undertaken to seek the transfer of legal title, only following the occurrence of a Perfection Event (as set out below).

None of the above mentioned transfers to the Issuer is to be completed by registration at the Land Registry or notice given to the relevant Borrowers until the occurrence of one of the events mentioned below. The Loans in the Portfolio and their Related Security are accordingly owned in equity only by the Issuer pending such registration and notification. Legal title in the Loans and their Related Security will continue to be vested in the Seller until the occurrence of a Perfection Event. In the case of the Loans secured over registered land in England or Wales which will be transferred to the Issuer on the Closing Date, the Seller has agreed to remain on the Land Registry as the legal mortgagee. Following the occurrence of a Perfection Event, the Seller has agreed, in the Mortgage Sale Agreement, to transfer legal title to the Issuer, which transfer will be perfected by steps including filing forms at the Land Registry and notifying the Borrowers of such transfer, as applicable, by the Issuer.

The Issuer will grant a first fixed charge in favour of the Security Trustee over its interest in the Loans.

Save as mentioned below, the Security Trustee has undertaken not to effect any registration at the Land Registry to perfect the sale of the Loans to the Issuer or the granting of security over the Loans by the Issuer in favour of the Security Trustee nor, save as mentioned below, to obtain possession of Title Deeds to the Properties.

Notices of the equitable assignments or declarations of trust in favour of the Issuer and the security in favour of the Security Trustee will not, save as mentioned below, be given to the Borrowers under the Loans.

As noted above, until the occurrence of a Perfection Event, the Issuer and the Security Trustee will not take actions to effect a transfer of legal title to the Loans and their Related Security to the Issuer. The following events constitute Perfection Events:

(a) the Seller being required to perfect legal title to the Loans by an order of a court of competent jurisdiction or by a regulatory authority which has jurisdiction over the Seller or by any organisation of which the Seller is a member, or whose members comprise (but are not necessarily limited to) mortgage lenders and with whose instructions it is customary for the Seller to comply, to perfect legal title to the Loans and their Related Security; or

(b) it becoming necessary by law to do any or all of the acts referred to in paragraph (a) above; or

(c) the security created under or pursuant to the Deed of Charge or any material part of that security being, in the opinion of the Security Trustee, in jeopardy; or

(d) the Seller calling for perfection by serving notice in writing to that effect on the Issuer and the Security Trustee; or

(e) an Insolvency Event occurring in relation to the Seller; or

(f) it becoming unlawful in any applicable jurisdiction for the Seller to hold legal title in respect of any Loan in the Portfolio; or

(g) the Seller is in breach of its obligations under the Mortgage Sale Agreement, but only if such breach, where capable of remedy, is not remedied to the reasonable satisfaction of (prior to the delivery of an Enforcement Notice) the Issuer or (after the delivery of an Enforcement Notice) the Security Trustee (acting in accordance with the Deed of Charge) within 90 calendar days; or

(h) an encumbrancer takes possession or a Receiver is appointed to any part of the undertaking, property and assets of the Seller having an aggregate value in excess of 10% of the total assets of the Seller or a distress, diligence or execution is levied or enforced upon or sued out against any part of the chattels or property of the Seller having an aggregate value in excess of 10% of the total assets of the Seller and, in the case of any of the foregoing events, is not discharged within 30 days (the "**Attached Assets**"), unless such Attached Assets (i) relate to a different business of the Seller to that generating and/or servicing the Loans and the attachment of the encumbrance over the Attached Assets did not adversely impact the credit quality of the Seller and (ii) are not required by the Seller to enable it to observe or perform its obligations under the Transaction Documents or the enforceability or collectability of the Loans; or

(i) the occurrence of a Servicer Termination Event where no replacement servicer has been appointed in accordance with the provisions of the Servicing Agreement; or

(j) default is made by the Seller in the performance or observance of any of its covenants and obligations under the Transaction Documents to which it is a party, which is (in the opinion of the Note Trustee) materially prejudicial to the interests of the Noteholders, and such default continues unremedied for a period of 20 Business Days after the earlier of the Seller becoming aware of such default and receipt by the Seller of written notice from the Issuer or (following delivery of an Enforcement Notice) the Security Trustee, as appropriate, requiring the same to be remedied,

provided that the provisions of paragraphs (g) and (h) above shall (A) not apply if none of the then outstanding Notes, which are intended to satisfy the UK STS requirements, have been designated as a 'simple, transparent and standardised' securitisation (within the meaning of the UK Securitisation Framework); and (B) be subject to such amendment as the Seller may require so long as the Seller delivers a certificate to the Security Trustee certifying that the amendment of such event does not impact the designation as a 'simple, transparent and standardised' securitisation (within the meaning of the UK Securitisation Framework) pursuant to

Condition 13.6 (*Additional Right of Modification*). The Security Trustee shall be able to rely on such certificate without further enquiry and without liability to any person.

Following the occurrence of a Perfection Event, the Issuer and the Security Trustee will each be entitled to take all necessary steps to perfect legal title to its interests in the Loans and their Related Security, including the carrying out of any necessary registrations, recordings and notifications. In furtherance of these rights, the Seller has granted the Issuer and the Security Trustee an irrevocable power of attorney to take certain action in the name of the Seller (including action required to perfect a legal transfer of the Loans and their Related Security).

Warranties and Breach of Warranties in relation to the Loans

The Mortgage Sale Agreement contains certain representations and warranties given by the Seller in favour of the Issuer in relation to the Loans and their Related Security sold to the Issuer pursuant to the Mortgage Sale Agreement.

No searches, enquiries or independent investigations of title of the type which a prudent purchaser or mortgagee would normally be expected to carry out have been or will be made by the Issuer. The Issuer will rely entirely on the benefit of the representations and warranties given to it under the Mortgage Sale Agreement.

If there is an unremedied material breach of any of the Loan Warranties given under the Mortgage Sale Agreement, then the Seller is required to repurchase the relevant Loan pursuant to the Mortgage Sale Agreement for consideration in cash equal to:

(a) the Current Balance of the Loan being repurchased (or the aggregate of the Current Balance of the Loans being repurchased, as the case may be) (disregarding, for the purposes of any such calculation (in the event that the Current Balance of such Loan has been reduced as a result of the exercise of any set-off right which the relevant Borrower has against the Seller) the amount of any such reduction in the Current Balance) as at the last day of the Collection Period immediately preceding the date of repurchase; *plus*

(b) the repurchase costs (if any) in connection with such repurchase; *less*

(c) an amount equal to all Collections received by the Issuer on the relevant Loan(s) and their Related Security from (but excluding) the last day of the Collection Period immediately preceding the date of such repurchase to (but excluding) the date of such repurchase.

If a Loan has never existed, or has ceased to exist, such that it is not outstanding on the date on which it is due to be repurchased, then the Seller shall indemnify the Issuer and the Security Trustee against any loss, costs or expenses suffered by reason of any Loan Warranty relating to or otherwise affecting that Loan being untrue or incorrect.

Heter Iska Loans

Certain Loans in the Portfolio are Heter Iska Loans. As at the Portfolio Reference Date, the aggregate Principal Outstanding Balance of the Heter Iska Loans in the Provisional Portfolio represented no more than approximately 6.89 per cent of the Provisional Portfolio. No Heter Iska Loans are expected to be included as part of the Atlas Funding 2023-1 Loans.

Background

A 'heter iska' is a Jewish religious compliance document entered into with borrowers (and, where applicable, guarantors) who are subject to the prohibition under Jewish law on charging and paying interest on loans between persons who are subject to Jewish law. A 'heter iska' has been required by certain Borrowers in order

to borrow from the Seller, due to the Jewish identity and control of Lendco's shareholders. A Heter Iska Loan is documented as a conventional mortgage loan supplemented by an addendum to the relevant Mortgage Conditions, with the sole purpose of achieving compliance with Jewish law.

Heter iska arrangements are widely used in UK secured lending and are commonly prepared or approved with the involvement of a recognised rabbinical authority. Under the HI Standard Form applicable to the Heter Iska Loans, the relevant rabbinical authority and Beth Din is the Union of Orthodox Hebrew Congregations (the "**UOHC"**).

Effect of the Heter Iska on the Mortgage Conditions

A Heter Iska applies to the part of the loan that is funded directly or indirectly from capital sourced from Jewish persons (in this case, certain indirect owners of the Seller) ("**Relevant Capital**"). Under a Heter Iska, the portion of the loan advance constituting Relevant Capital is treated as comprising an interest-free loan and an investment by the lender (the "**Investing Partner**") in certain real property investments held directly or indirectly by the borrower (the "**Managing Partner**") or the person treated as the underlying owner for the purposes of Jewish law (the "**Property Portfolio**"), with the investment portion being the "**Investing Portion**". For the part of a Heter Iska Loan constituting Relevant Capital, the Seller is treated as the Investing Partner and the relevant Borrower is treated as the Managing Partner or, in the circumstances specified in the HI Standard Form, the relevant guarantor is treated as the Managing Partner.

The HI Standard Form initially treats 50% of the Relevant Capital as an interest-free loan and 50% as the Investing Portion, although the proportion treated as the Investing Portion may be increased to 100% pursuant to applicable UOHC rules or a determination of the UOHC. Contractual interest and other scheduled payments attributable to the Relevant Capital are re-characterised, for the purposes of Jewish law, as the Investing Partner's share of profits from that investment ("**Profits Payable**") and the return of capital on that investment. Subject to any Heter Iska Claim being upheld by a Beth Din (as described below), such Profits Payable and return of capital payments are calculated and fall due in the same amounts and on the same dates as the scheduled payments under the Mortgage Conditions.

The Relevant Capital in respect of the Heter Iska Loans is determined by reference to the percentage of the Seller's ownership that is attributable to persons who are subject to Jewish law. Only the portion of the Seller's capital that is traceable to such persons constitutes Relevant Capital and the remainder of the Loan advanced to the Borrower constitutes the "Non-Relevant Capital" to which the Heter Iska does not apply. The Relevant Capital will be no more than 0.1 per cent. of the Seller's funding of each Heter Iska Loan at the Closing Date but can adjust depending on changes in the Seller's ownership and the proportion of the Notes held by the Seller.

As at the Portfolio Reference Date, the "Relevant Capital" attributable to the Heter Iska Loans is expected to comprise no more than approximately 0.1 per cent of 6.89 per cent of the aggregate Principal Outstanding Balance of the Loans in the Provisional Portfolio. The HI Standard Form provides that the validity and enforceability of the remaining Mortgage Conditions, and of the relevant security and guarantees, are not affected by the modifications made for the purposes of Jewish law.

Recoverability of the Heter Iska Loans

Under a Heter Iska Loan, a Borrower or, where applicable, a guarantor may submit a claim to the Beth Din of the UOHC alleging either that the return generated by the relevant Property Portfolio is insufficient to support the Profits Payable (a "**Low Return**") or that some or all of the Investing Portion of the Relevant Capital has been lost (a "**Loss of Capita**l") (each, a "**Heter Iska Claim**"). The Investing Portion relates to the Property Portfolio, which may include qualifying real property investments held directly or indirectly by the Borrower or the person treated as the underlying owner for the purposes of Jewish law, and is not limited to the Property securing the relevant Heter Iska Loan or to properties financed by Loans in the Portfolio. Accordingly, a Heter Iska Claim could, in principle, be based on a Low Return or Loss of Capital relating to other properties within

that Property Portfolio. However, the potential effect of this is low due to the very small proportion of each Heter Iska Loan that is expected to constitute the Investing Portion.

A Heter Iska Claim will not affect the obligations of the Borrower and any guarantor in relation to the part of the Heter Iska Loan that is not Relevant Capital. The HI Standard Form imposes strict notification, evidential and procedural requirements for a Heter Iska Claim. It also contains a rolling limitation under which a Managing Partner that has not complied with those requirements is treated as having admitted that no Loss of Capital occurred, and that sufficient investment returns were available, during the period ending 30 days before the relevant date, and as having waived any claim relating to a day on which the relevant requirements were not satisfied. The HI Standard Form provides that, while a Heter Iska Claim is pending, the Investing Partner may continue to exercise the enforcement rights available under the Mortgage Conditions in respect of the Relevant Capital and Non-Relevant Capital, and requires the Managing Partner to deposit an amount equal to the claimed Loss of Capital into a specified client or escrow account. The ultimate effect of a successful Heter Iska Claim on amounts recoverable from the Borrower or any guarantor will depend on the nature and amount of the claim, the Beth Din's determination and the proceeds realised from the relevant security. Relevant precedent concerning Beth Din determinations of Heter Iska Claims in the United Kingdom is limited, and the outcome of any such claim may therefore be uncertain. Absent default by a Borrower, the payments to the Investing Partner under a Heter Iska Loan are determined in such a way that the economic return and cashflow to the Investing Partner correspond precisely to the scheduled interest, any principal repayment and other returns and payments that would have been payable if the Loan were not a Heter Iska Loan. The Issuer understands that, as at the date of the Ruling Letter, the UOHC is not aware of any successful borrower claim under this form of heter iska in the United Kingdom.

The Heter Iska Loans are expected to remain legally valid, binding and enforceable in accordance with their terms under English law, subject to the possible effect of a successful Heter Iska Claim on amounts recoverable in respect of the Investing Portion or Profits Payable. Heter Iska Loans will be serviced, administered and, if necessary, enforced in substantially the same manner as other Loans in the Portfolio, subject to the procedural requirements of the HI Standard Form and the effect of any determination made by the UOHC in respect of a Heter Iska Claim. The HI Standard Form does not restrict the transferability of the Heter Iska Loans or impose additional consent or disclosure requirements on transfer.

"**Ruling Letter**" means the ruling issued by a Rabbi of the UOHC on or prior to the date of this Prospectus addressed to, amongst others, the Issuer.

Lending Criteria

The Loans consist of mortgage loans secured by way of legal mortgage over residential property located in England and Wales. All Borrowers are required to have good and marketable title to the relevant Property, and each Property must be free from onerous restrictions and conditions.

The Seller considers applications from, amongst others:

(a) Portfolio landlords who own four or more mortgaged buy-to-let Properties in respect of which Loans were provided by the Seller, and who are able to demonstrate a good track record of managing similar assets in their personal capacity (or as part of an associated corporate entity) in the buy-to-let sector.

(b) First time landlords:

Single Units

For first time landlords of single unit BTL property may consider lending, providing applicants are UK homeowners and are able to cover void periods from their own resources, over and above personal expenditure/commitments.

Loans are restricted to a maximum of 65% LTV or to 75% if at least one applicant has proven minimum income of £60k p.a.

HMOs

The Seller may consider lending up to 75% LTV to first time HMO landlords if the Borrower has a demonstrable track record of owning a minimum of 2 single unit BTL properties for at least 12 months.

MUFBs

Due to the varying number of units which may constitute MUFB security, it is at the discretion of the underwriter to consider if the borrower has sufficient experience to manage the property. Outside portfolio profile, property management plans and financial position/ability to cover rental voids should be key areas for consideration.

For all first time landlords it is at the discretion of the underwriter as to whether it is acceptable to proceed if their main residence is unencumbered and/or evidence of a 12 month record of mortgage payments is not available. Such decisions must be clearly justified.

(i) Individuals who are UK nationals, EU nationals or nationals of one of the following countries: Australia, Canada, China, Gibraltar, Guernsey, Hong Kong, Iceland, India, Isle of Man, Israel, Japan, Jersey, Malaysia, New Zealand, Norway, Singapore, South Africa, South Korea, Switzerland and the USA.

(ii) Limited companies and limited liability partnerships which are solvent and trading. The Seller would usually require a personal guarantee from at least one key individual (director or shareholder). Searches are also conducted in order to assess the ultimate ownership of the company in order to ensure that the Seller obtains personal guarantees from the most appropriate individuals, unless there are strong mitigating factors and an exemption is granted by the Seller's credit committee. Where there are mitigating factors, it may be acceptable to limit, reduce or waive a personal guarantee ("**PG**"). Such proposals may only be agreed by the credit committee to a maximum of 50% LTV where a PG is waived, and to 65% LTV where a corporate guarantee is offered in place of a PG. Where the relevant Borrower is part of a corporate group, upstream, downstream, associated company or cross-company guarantees may be considered. The relevant underwriter will also consider whether any relevant director or shareholders' loan should be subordinated behind the Loan. For Loans over £500,000, or at the relevant underwriter's discretion, the latest available company accounts of the Borrower may be requested so that an assessment of financial position can be made.

(iii) Expats and foreign nationals who evidence an acceptable credit profile on the basis of certain criteria, including evidence of a minimum income of £75,000 per annum from employment with a traceable company. Self-employed expat and foreign national applicants must have a minimum income of £75,000 per annum confirmed by a recognised accountant or evidenced by way of a tax return. Evidence of a UK bank account (held for at least 12 months) is required and enhanced customer due diligence (as defined in Regulation 33 of the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017) is also undertaken prior to any offer of a Loan being made to such persons.

(iv) Offshore companies with simple structures incorporated in Gibraltar, Jersey, Guernsey and the Isle of Man. The relevant underwriter must fully understand the ownership structure of the borrowing entity and assess where the beneficial ownership ultimately lies. If any part of the ownership structure is based in another jurisdiction outside of the UK or Gibraltar, Guernsey, the Isle of Man or Jersey, the application may only be approved by the Seller's credit committee.

Loan to Value Criteria

The minimum loan amount in respect of any Loan is £100,000 (or such lower amount as may be approved by the Seller's relevant underwriter), and the maximum loan amount is £4,000,000 (in respect of (i) Borrowers who are UK nationals and residents, (ii) limited companies and limited liability partnerships incorporated under the laws of England and Wales and (iii) Qualified Foreign Nationals), or £2,500,000 (in respect of Borrowers who are expats or foreign nationals). The aggregate maximum permitted exposure to any single Borrower is £10,000,000, although there is no restriction on the number of Properties which may be taken by the Seller as security for any Loan.

The loan to value ("**LTV**") in relation to purchases is calculated by dividing the total amount of the loan (net of fees) by the current market value determined by the valuation or the purchase price of the property (whichever is the lower). The Seller will generally not consider lending against any element of VAT, hope value, goodwill or fixtures and fittings.

The maximum loan to value applied by the Seller in respect of any Loan to UK nationals, limited companies or limited liability partnerships incorporated in England and Wales, Ex Pats or foreign nationals fulfilling certain criteria (including, among others, a requirement that (i) the Borrower holds and has held a UK bank account for at least three years, and (ii) has been resident in the UK for at least three years ("**Qualified Foreign Nationals**")) is 80% on loan amounts of between £100,000 and £2,000,000. The maximum original loan to value applied by the Seller in respect of Loans to other foreign nationals is 65% to £2,500,000.

Remortgage

A Property must usually have been owned by the Borrower for a minimum of three months before a remortgage application will be considered by the Seller, unless the relevant Property has been purchased with cash or bridging finance, or where works have been carried out on the Property following purchase which have significantly enhanced its value.

Underwriting

Each lending proposal is assessed and approved by an underwriter with the appropriate level of individual lending mandate approval authority, and is assessed within the parameters of aggregated lending approval authorities. The Seller's underwriters can approve individual Loans of up to £750,000 and aggregated facilities of up to £1,500,000. The Senior Underwriters of the Seller are authorised to approve individual Loans of up to £1,250,000, and may also approve aggregated facilities of up to £2,500,000 to connected parties of a Borrower, provided that the principal amount of each individual Loan is no greater than £1,000,000. The Seller's Risk Director and Director of Credit Operations are authorised to approve individual Loans of up to £1,500,000, and may also approve aggregated facilities of up to £3,500,000 to connected parties of a Borrower, provided that the principal amount of each individual Loan is no greater than £1,500,000. The Seller's credit committee is responsible for the approval of individual Loans of greater than £1,500,000 (up to a maximum cap of £7,500,000) and applications for Loans which fall outside of the lending mandate parameters.

Individual and aggregated lending approval authorities are approved by the Seller's risk committee and updated from time to time. Applications in respect of Loans which fall outside of the Seller's lending criteria may be approved by the Seller's credit committee, Risk Director, Director of Credit Operations and Senior Underwriter (within agreed documented sanction limits). Such exceptions are reported monthly.

The Seller also considers applications for Loans in respect of (i) Properties valued at up to but no more than £10,000,000 (subject to LTV restrictions), (ii) ex-local authority properties in prime areas or in areas with strong rental demand, and (iii) office-to-residential conversions (subject to a minimum interest cover ratio ("**ICR**") threshold of 150% and provided that (a) the relevant Borrower has experience of owning and managing other similarly converted units, and (b) acceptable planning permission for residential use is in place upon completion).

Each application in respect of any Loan is assessed on its individual merits, and the relevant underwriters apply sense-checks on the information provided in support of each lending decision. The relevant underwriters assess the applicant's borrowing strategy in the context of their age versus long term affordability, gearing and property management. As a key element of the Seller's credit appraisal and anti-money laundering checks, the relevant underwriters analyse the source of the applicant's deposit and consider how the relevant Property will be transferred between the vendor and purchaser, in order to ensure that the details of the transaction appear reasonable and consistent with the applicant's profile.

Valuations

Properties offered as security are professionally valued by a nominated panel valuer having one of the following qualifications and whose compensation is not affected by the approval or non-approval of the relevant mortgage; FRICS, MRICS, RICS or AssocRICS (collectively referred to as "**RICS qualified valuers**"). Properties are valued at origination in accordance with the standards and practices of the "**RICS Valuation Standards**" (including those relating to competency and required documentation). Each valuation report includes at least three comparable properties providing evidence for the valuation of the property offered as security. The panel of valuers is maintained (including the appointment of valuer firms to the panel) by the credit risk team of the Seller with no involvement of sales staff. Likewise, sales staff are not involved in the selection of the valuer firm from the panel of valuers engaged to carry out the valuation of the Properties.

In respect of single-unit Properties, the Seller's surveyor will undertake an assessment of both the current market value of the relevant Property and the estimated market rent which is likely to be generated by it. The relevant surveyor's estimate of market rent in respect of any such Property is supported by comparable evidence of the rental income currently generated by similar properties. For multi-unit Properties, the market commentary provided by the Seller's surveyor in the relevant valuation report may be sufficiently strong for the Seller to consider lending against the 'aggregated' value of the relevant Property (taking the individual values of each unit in total).

For HMO Properties, the planning and licencing status of the relevant Property is carefully considered alongside the market commentary contained in the relevant valuation report.

Assessment of income and affordability

Income calculations are made on the basis of market rent (as confirmed by the valuer). The Seller's underwriters also consider the impact on affordability where the passing rent in respect of a Property is significantly lower than the market rent. This rental income is used to calculate the ICR and ultimately the maximum amount of any Loan. The minimum ICR threshold for single-unit and multi-unit assets is 125-145% for individuals, expats and foreign nationals, and 125% for limited companies and limited liability partnerships. The minimum ICR threshold for HMO Properties is 125-145%.

For non-HMO and non-Holiday Let applications, in the event that the projected rental income in respect of any Property is likely to be insufficient to satisfy the relevant ICR threshold, the Seller's underwriters may have regard to income generated by the relevant Borrower from other sources (provided that, in any event, the lower of (i) the passing rent, and (ii) the market rent of the relevant Property generates an ICR of at least 110%). The Seller's underwriters may only consider rental income generated by other properties of the Borrower which are not the subject of security in favour of the Seller.

In respect of high net worth ("**HNW**") applicants (being applicants who have an annual net income of no less than £300,000, or net assets of at least £3,000,000 (or whose obligations are guaranteed by a person with an income or assets of such amount)) their wealth may, in accordance with the PRA Supervisory Statement SS13/16 September 2016, be considered by the Seller's underwriters when assessing affordability. In this regard, the Seller's underwriters may consider evidence of liquid assets which could be disposed of to generate income over the lifetime of the relevant Loan.

In respect of portfolio landlords, applications must be supported by portfolio schedules. The Seller's underwriters expect that a portfolio landlord applicant's outside portfolio should generate rental income to cover at least 125% of commitments in respect of the applicant's mortgage portfolio commitments with respect to loans greater than £500,000.

The assessment of a Borrower's creditworthiness is conducted in accordance with the Lender's lending criteria and applicable regulatory requirements in compliance with SECN 2.2.11(4), although the FCA Consumer Credit Sourcebook ("**CONC**") and/or Mortgages and Home Finance: Conduct of Business Sourcebook ("**MCOB**") are not applicable to unregulated Loans.

Servicing of the Portfolio

The Servicer will be required from the Closing Date to service the Portfolio as an agent of the Issuer and the Security Trustee and, where applicable, the Seller under and in accordance with the terms of the Servicing Agreement. The duties of the Servicer will include, among other things:

(a) operating the Expenses Account and ensuring that payments are made into and from the Expenses Account in accordance with the Servicing Agreement;

(b) notifying the Borrowers of any change in their Monthly Instalments;

(c) providing a redemption statement upon the request of a Borrower or the Borrower's solicitor or licensed conveyancer;

(d) taking all reasonable steps to recover all sums due to the Issuer, including by the institution of proceedings and/or the enforcement of any Mortgage or any Related Security; and

(e) taking all action and doing all things which it would be reasonable to expect a Prudent Mortgage Lender to do in administering its mortgages.

The Seller shall instruct the Collection Account Bank to transfer all Collections relating to the Loans and their Related Security and standing from time to time to the credit of each Collection Account on each Business Day into the Deposit Account.

"**Collection Account**" means the account held in the name of the Seller with the Collection Account Bank into which amounts received in respect of the Loans from the Borrowers shall be paid, and any other replacement or additional collection account of Lendco in respect of which amounts are received in respect of the Loans and their Related Security in the Portfolio.

"**Collections**" means Revenue Receipts and Principal Receipts.

"**Expenses Account**" means the account held in the name of the Seller with the Collection Account Bank into which amounts shall be transferred by the Cash Manager (acting on the instructions of the Issuer and the Servicer) in order to fund the payment by the Servicer of certain expenses to be incurred by the Servicer in accordance with the provision of the Services under the Servicing Agreement (or any replacement account).

Delinquency and default of Borrowers

Lendco has established procedure to manage payment shortfalls and arrears, to ensure that at all times each Borrower is treated in a fair and reasonable manner and that evidence is available to support the decision-making process. Lendco's arrears, payment shortfalls and repossessions policy (which may be amended from time to time) requires that where it is evident that a Borrower can no longer afford to meet their obligation, and where there is no prospect of resolving the situation, that proactive action is taken to repay the Loan, to avoid higher losses for both the Borrower and Lendco. Repossession will only ever be considered as a last

resort when all other avenues to resolve the situation have failed. All staff involved in the collection process are fully aware of these requirements.

A Loan is considered to be in arrears if the arrears balance recorded on Lendco's system is equal to or greater than two contractual monthly instalments. A Loan is considered to have a payment shortfall if there is an arrears balance of any amount on Lendco's system, which does not include any additional interest charges, fees and costs balance.

Borrowers with a payment shortfall will receive automated arrears letters at key trigger points, including on the 21st day following arrears. Arrears letters and statements direct borrowers to ways in which they can make payment towards their payment shortfall themselves.

The aim of contacting the Borrower is to collect full payment of the arrears immediately wherever possible, but at a pace consistent with the Borrower's circumstances. If full payment is not possible, or the Borrower anticipates future difficulties in meeting their contractual monthly instalment, other remedies or forbearance will be considered having regard for the borrower's individual circumstances. The primary aim of providing forbearance to a borrower is to enable the complete recovery of the mortgage through the full repayment of arrears.

Debt restructuring

Certain variations to contract may be considered to bring the Loan back onto sustainable terms within a reasonable timeframe with repayments set at an affordable level, taking into consideration the income and expenditure profit of the Borrower and to ensure that Borrowers who might be anticipating payment difficulties in the future are given options to reduce their outgoings, which may include agreeing with the Borrower an arrangement to pay over an agreed term (usually longer than one month or more than one payment) and payment holidays.

All variations to contract must meet Lendco's current lending criteria and are in accordance with Lendco's arrears, payment shortfalls and repossessions policy.

Charge-offs

To date Lendco has not written off any outstanding Loan balances. In circumstances where there is a shortfall on the sale of the asset the Loan will become "unsecured" and will be so recorded on Lendco's systems. Lendco is allowed to pursue the Borrower for 12 years for a capital shortfall, and 6 years in relation to interest and charges. Lendco may also consider pursuing other legal processes including attachment of earnings and CCJs. Where fraudulent valuations are involved, Lendco may pursue a process of professional negligence if there is any evidence of fraud. In considering the course of action, Lendco will consider various factors including the magnitude of the shortfall and whether the cost of recovery outweighs the shortfall amount. In all circumstances, Lendco's ExCo Watchlist Committee will be involved to provide governance and oversight on each case when deciding the appropriate course of action.

Recoveries

Where a Loan falls into arrears and there is no open line of communication with the Borrower, Lendco would issue a letter before action to the Borrower demanding payment, normally within 5 working days. If no payment is made, Lendco may enforce the charge by either appointing a receiver who will act on behalf of Lendco to recover the debt secured on the property and empowered to demand and collect rent of Lendco's belief, or engaging a law firm to commence the mortgagee in possession process to secure the asset. Both courses would normally result in a sale of the property, either with or without a tenant. The sale process could be via the open market or by way of an auction sale. The proceeds of the sale would be used to settle the Loan balance and release the charge over the property. Any surplus resulting from such settlement will be returned to the Borrower.

Enforcement Procedures

The Seller has established procedures for managing loans which are in arrears, including early contact with the Borrowers in order to find a solution to any financial difficulties they may be experiencing. The procedures permit discretion to be exercised by the appropriate officer of the Seller in many circumstances. These procedures, as from time to time varied in accordance with the practice of a Prudent Mortgage Lender, are required to be used by the Seller in respect of arrears arising on the Loans.

"**Prudent Mortgage Lender**" means a reasonably prudent mortgage lender of mortgage loans of a type similar to the Loans, lending to borrowers of the type contemplated in the Lending Criteria applicable at the date of origination of the Loans on terms similar to those set out in the relevant Lending Criteria in England and Wales.

In order to realise its security in respect of a Property, the relevant mortgagee (be it the legal owner (the Seller), the equitable or, as the case may be, the beneficial owner (the Issuer), the Security Trustee or its appointee (if the Security Trustee has taken enforcement action against the Issuer)) will need to obtain possession. There are two means of obtaining possession for this purpose: first, by taking physical possession (seldom done in practice); and secondly, by obtaining a court order.

If a mortgagee takes physical possession, it will, as the mortgagee in possession, have an obligation to account to the Borrower for the income obtained from the Property, be liable for any damage to the Property, have a limited liability to repair the Property and, in certain circumstances, may be obliged to make improvements.

Actions for possession are regulated by statute and the courts have certain powers to adjourn possession proceedings, to stay any possession order or to postpone the date for delivery of possession. The court will exercise such powers in favour of a Borrower, broadly, where it appears to the court that such Borrower is likely to be able, within a reasonable period, to pay any sums due under the loan or to remedy any default consisting of a breach of any other obligation arising under or by virtue of the loan and/or mortgage. It is also possible that further legislative and/or regulatory direction or guidance may be issued to suspend repossessions or direct the way in which repossessions should take place (such as the actions taken during the COVID-19 pandemic) and the Servicer will, where required, be obliged to comply with and take into account such legislative and/or regulatory direction or guidance where applicable.

The court has a very wide discretion and may adopt a sympathetic attitude towards a Borrower faced with eviction. If a possession order or decree in favour of the relevant mortgagee is granted, it may be suspended to allow the Borrower more time to pay. Once possession of the Property has been obtained, the relevant mortgagee has a duty to the Borrower to take reasonable care to obtain a proper price for the Property. Any failure to do so will put the relevant mortgagee at risk of an action for breach of such duty by the Borrower, although it is for the Borrower to prove breach of such duty. There is also a risk that a Borrower may also take court action to force the relevant mortgagee to sell the Property within a reasonable time.

In some instances, the Seller may decide to appoint a Law of Property Act 1925 ("**LPA**") receiver ("**LPA Receiver**") to protect its interest in the Property under its powers under the Law of Property Act 1925 or the Mortgage. The LPA Receiver will act as an agent of the Borrower and the Seller will not influence the actions of the LPA Receiver.

Insurance Contracts

For certain Loans, the Seller may obtain a title insurance policy in order to mitigate against the risk of financial loss arising from certain title defects in respect of a Property. All such title insurance policies arranged by the Seller in relation to any Property are entered into for the benefit of the Seller and not for the benefit of any Borrower. No Borrower has any entitlement under any such policy, nor does any Borrower have any claim of any nature against any such policy or its proceeds.

Evidence of buildings insurance is required for each Property taken as security.

Other characteristics

The Loans comprised in the Provisional Portfolio as at the Portfolio Reference Date are, and any Additional Mortgage Loans that do not form part of the Provisional Portfolio will be as at the relevant Additional Mortgage Loan Purchase Date, homogeneous for the purposes of SECN 2.2.9R(1), on the basis that all such Loans: (i) have been underwritten by the Seller, in accordance with similar underwriting standards applying similar approaches with respect to the assessment of a potential borrower's credit risk; (ii) are repayment loans or interest-only loans or a combination of both entered into substantially on the terms of similar standard documentation for residential mortgage loans; (iii) are serviced by the Servicer pursuant to the Servicing Agreement in accordance with the same servicing procedures with respect to monitoring, collections and administration of cash receivables generated from such Loans; and (iv) form one asset category, namely residential loans secured with one or several mortgages on residential immovable property in England and Wales.

The Loans comprised in the Provisional Portfolio as at the Portfolio Reference Date do not and any Additional Mortgage Loans that do not form part of the Provisional Portfolio will not as at the relevant Additional Mortgage Loan Purchase Date, include: (i) any transferable securities for the purposes of SECN 2.2.9R(5); (ii) any securitisation positions for the purposes of SECN 2.2.10R; or (iii) any derivatives for the purposes of SECN 2.2.16R(2)(b), in each case on the basis that such Loans have been entered into substantially on the terms of similar standard documentation for residential mortgages loans. For the purposes of SECN 2.2.9R(3), the Loans contain obligations that are in all material respects contractually binding and enforceable, with full recourse to Borrowers and, where applicable, guarantors, subject to any laws from time to time in effect relating to bankruptcy, liquidation or any other laws or other procedures affecting generally the enforcement of creditors' rights and the court's discretion in relation to equitable remedies.

The Loans comprised in the Provisional Portfolio as at the Portfolio Reference Date do not and any Additional Mortgage Loans that do not form part of the Provisional Portfolio will not as at the relevant Additional Mortgage Loan Purchase Date, include: (A) at the time of origination any Loans that were marketed and underwritten on the premise that the loan applicant or, where applicable, intermediaries were made aware that the Seller might not verify the information provided for the purposes of SECN 2.2.11R(3); or (B) at the time of selection for inclusion in the Provisional Portfolio or in respect of the Additional Mortgage Loans that do not form part of the Provisional Portfolio, as an Additional Mortgage Loan, any exposures in default within the meaning of Article 178(1) of Regulation (EU) No 575/2013 for the purposes of SECN 2.2.12R(2).

The Loans comprised in the Provisional Portfolio as at the Portfolio Reference Date and any Additional Mortgage Loans that do not form part of the Provisional Portfolio as at the relevant Additional Mortgage Loan Purchase Date will be transferred to the Issuer without undue delay after selection for inclusion in the Portfolio for the purposes of 2.2.12R(1).

For the purposes of Article 243 of the UK CRR at the time of inclusion in the Transaction, none of the Loans have an indexed loan-to-value ratio of higher than 100 per cent.

Additional Mortgage Loans may be sold to the Issuer by the Seller on any date falling in the period from (but excluding) the Closing Date up to (and including) the Calculation Date immediately preceding the Final Additional Mortgage Loan Purchase Date. With respect to Additional Mortgage Loans, any material changes from the Seller's prior underwriting policies and lending criteria shall be disclosed without undue delay to the extent required under SECN 2.2.11R(2).

Credit Risk Mitigation

The Seller has internal policies and procedures in relation to the granting of credit, administration of credit-risk bearing portfolios and risk mitigation.

The policies and procedures of the Seller in this regard broadly include the following:

(a) criteria for the granting of credit and the process for approving, amending, renewing and re-financing credits (as to which, in relation to the Loans, please see the information set out in this Prospectus headed "*Lending Criteria*" and "*Summary of the Key Transaction Documents – Servicing Agreement*");

(b) systems in place to administer and monitor the various credit-risk bearing portfolios and exposures (as to which it should be noted that the Portfolio will be serviced in line with the servicing procedures of the Seller and the Servicer – please see further the section of this Prospectus entitled "*Summary of the Key Transaction Documents – Servicing Agreement*");

(c) diversification of credit portfolios taking into account the Seller's target market and overall credit strategy (as to which, in relation to the Portfolio, please see the section of this Prospectus entitled "*Characteristics of the Provisional Portfolio*"); and

(d) policies and procedures in relation to risk mitigation techniques (as to which, please see further the sections of this Prospectus entitled "*Lending Criteria*" and "*Summary of the Key Transaction Documents – Servicing Agreement*").

Governing Law

Each of the Loans and their Related Security and any non-contractual obligations arising out of or in connection with them are governed by English law.

CHARACTERISTICS OF THE PROVISIONAL PORTFOLIO

The statistical and other information contained in this Prospectus (including the tables below) has been compiled by reference to loans originated by the Seller in a provisional portfolio (the "**Provisional Portfolio**") and extracted from the systems of the Seller on the Portfolio Reference Date, including Atlas Funding 2023-1 Loans which will be purchased by the Issuer on the First Additional Mortgage Loan Purchase Date based on the information the Seller has in relation to the Atlas Funding 2023-1 Loans as at the Portfolio Reference Date.

As at the Portfolio Reference Date, the Provisional Portfolio comprised of 924 loans originated by the Seller and secured over properties located in England and Wales. The aggregate Principal Outstanding Balance of the Loans in the Provisional Portfolio as at the Portfolio Reference Date was £392,030,895.22, £242,984,542.75 of which was the aggregate Principal Outstanding Balance of the Atlas Funding 2023-1 Loans.

The Closing Portfolio will comprise of (i) Loans that form part of the Provisional Portfolio (other than the Atlas Funding 2023-1 Loans) after exclusion of any mortgage loans that are no longer eligible or will have been redeemed in full as at the Closing Date and (ii) the Additional Closing Portfolio Mortgage Loans where the Seller has determined that such Loans will meet the Loan Warranties. Atlas Funding 2023-1 Loans will be purchased by the Issuer on the First Additional Mortgage Loan Purchase Date.

The Properties over which the loans in the Provisional Portfolio are secured have not been revalued for the purposes of the issue of the Notes. The characteristics of the Closing Portfolio will differ from those set out below as a result of, among other things, inclusion of Loans that meet the Loan Warranties on the Closing Date, repayments and redemptions of loans in the Provisional Portfolio from the Portfolio Reference Date to the Closing Date, removal of any loans that do not comply with the Loan Warranties as at the Closing Date and inclusion of the Additional Closing Portfolio Mortgage Loans. In respect of the first Interest Payment Date only, the excess of the proceeds of the Notes over the Current Balance of the Portfolio as at the Closing Date will be paid into the Pre-Funding Reserve Ledger on the Closing Date and Pre-Funding Unused Amount will form part of the Available Principal Receipts to be applied in accordance with the Pre-Enforcement Principal Priority of Payments. If loans selected for the Closing Portfolio are repaid in full between the Cut-Off Date and the Closing Date, the principal recoveries from that loan will form part of the Available Principal Receipts. Except as otherwise indicated, these tables have been prepared using the Principal Outstanding Balance of each loan in the Provisional Portfolio as at the Portfolio Reference Date, which includes all principal and no accrued interest for the loans in the Provisional Portfolio.

Additional Mortgage Loans may be sold to the Issuer by the Seller on any date falling in the period from (but excluding) the Closing Date up to (and including) the Calculation Date immediately preceding the Final Additional Mortgage Loan Purchase Date. The Issuer will purchase Atlas Funding 2023-1 Loans which satisfy the Loan Warranties from the Seller on the First Additional Mortgage Loan Purchase Date. Atlas Funding 2023-1 Loans do not form part of the Closing Portfolio. Additional Mortgage Loans other than Atlas Funding 2023-1 Loans sold to the Issuer by the Seller following the Closing Date do not form part of the Provisional Portfolio or the Closing Portfolio. Notwithstanding the foregoing, the Issuer is not expected to purchase Additional Mortgage Loans following the Closing Date other than the Atlas Funding 2023-1 Loans, which will be purchased on the First Additional Mortgage Loan Purchase Date.

Summary table of the Provisional Portfolio as at the Portfolio Reference Date

Summary	
Principal Outstanding Balance (£)	392,030,895.22
Original Balance (£)	394,811,725.95
Number of Loans	924
Weighted Average Original LTV (%)	71.0%
Average Principal Outstanding Balance (£)	424,275.86
Average Original Balance (£)	427,285.42

Summary	
Weighted Average Interest Rate (%)	4.48
Weighted Average Reversion Margin (%)*	4.79
Weighted Average Term to Maturity (Years)	18.74
Weighted Average Current LTV (%)	70.8%
Maximum Current LTV (%)	81.2%
Weighted Average Rental Income Coverage Ratio (%)	184%
Self-Employed (%)	9.40%
Company Borrowers (%)	82.0%
Interest Only (%)	100%
Buy-to-Let (%)	100%
Weighted Average Seasoning (Months)	31.65
Properties with Internal and External Full Valuation (%)	96.74%
Bankruptcy / IVA (%)	0%
Satisfied CCJs Related to the Borrower (%)	0.53%
Largest Loan Principal Outstanding Balance (£)	3,045,000.00
Maximum Seasoning (Months)	88
Minimum Seasoning (Months)	0

*Loans with a 0% reversion margin are loans that have already reverted to SVR with a margin of 4.79%.

Distribution of Loans by type of Borrower

The following table shows the distribution of Loans by the type of their Borrower as determined in respect of each Loan on the Portfolio Reference Date.

Distribution of Loans by type of Borrower	Sum of Principal Outstanding Balance (£)	% of Principal Outstanding Balance	No. of Loans	% of Loans
Legal Entity	321,346,279.34	81.97%	751	81.28%
Individual	70,684,615.88	18.03%	173	18.72%
Total:	**392,030,895.22**	**100.00%**	**924**	**100.00%**

Distribution of Loans by Original Loan to Value (%)

The following table shows the range of "**Original Loan to Value Ratios**" or "**OLTV Ratios**", which express the original balance of each Loan as at the Portfolio Reference Date divided by the original valuation of the Property securing that Loan. For these purposes, original valuation includes, in respect of a Loan that is subject to a Product Switch, the original valuation as at the relevant Switch Date.

Distribution of Loans by Original Loan to Value (%)	Sum of Principal Outstanding Balance (£)	% of Principal Outstanding Balance	No. of Loans	% of Loans
<0.55	21,930,992.24	5.59%	50	5.41%
0.55-0.6	11,733,985.00	2.99%	26	2.81%
0.6-0.65	15,841,451.56	4.04%	39	4.22%
0.65-0.7	78,625,325.37	20.06%	167	18.07%
0.7-0.75	71,803,401.84	18.32%	159	17.21%
0.75-0.8	188,029,554.12	47.96%	474	51.30%
0.8-0.85	4,066,185.09	1.04%	9	0.97%

Distribution of Loans by Original Loan to Value (%)	Sum of Principal Outstanding Balance (£)	% of Principal Outstanding Balance	No. of Loans	% of Loans
Total:	**392,030,895.22**	**100.00%**	**924**	**100.00%**
Minimum (%)	18.7%			
Maximum (%)	81.2%			

The minimum and maximum Original Loan to Value Ratio at origination of the Loans as of the Portfolio Reference Date is 18.7% and 81.2%, respectively.

Distribution of Loans by Original Loan to Value (%) – Loans from the Warehouse Borrower

Distribution of Loans by Original Loan to Value (%)	Sum of Principal Outstanding Balance (£)	% of Principal Outstanding Balance	No. of Loans	% of Loans
<0.55	6,980,800.90	4.68%	22	5.64%
0.55-0.6	5,872,277.93	3.94%	12	3.08%
0.6-0.65	7,425,493.71	4.98%	18	4.62%
0.65-0.7	17,979,029.45	12.06%	49	12.56%
0.7-0.75	35,606,055.55	23.89%	86	22.05%
0.75-0.8	74,118,817.51	49.73%	200	51.28%
0.8-0.85	1,063,877.42	0.71%	3	0.77%
Grand Total	**149,046,352.47**	**100.00%**	**390**	**100.00%**

Distribution of Loans by Original Loan to Value (%) – Atlas Funding 2023-1 Loans

Distribution of Loans by Original Loan to Value (%)	Sum of Principal Outstanding Balance (£)	% of Principal Outstanding Balance	No. of Loans	% of Loans
<0.55	14,950,191.34	6.15%	28	5.24%
0.55-0.6	5,861,707.07	2.41%	14	2.62%
0.6-0.65	8,415,957.85	3.46%	21	3.93%
0.65-0.7	60,646,295.92	24.96%	118	22.10%
0.7-0.75	36,197,346.29	14.90%	73	13.67%
0.75-0.8	113,910,736.61	46.88%	274	51.31%
0.8-0.85	3,002,307.67	1.24%	6	1.12%
Grand Total	**242,984,542.75**	**100.00%**	**534**	**100.00%**

Distribution of Loans by Current Loan to Value (%)

The following table shows the range of "**Current Loan to Value Ratios**" or "**CLTV Ratios**", which are calculated by dividing the Principal Outstanding Balance of a Loan as at the Portfolio Reference Date by the

original valuation of the Property securing that Loan. For these purposes, original valuation includes, in respect of a Loan that is subject to a Product Switch, the original valuation as at the relevant Switch Date.

Distribution of Loans by Current Loan to Value (%)	Sum of Principal Outstanding Balance (£)	% of Principal Outstanding Balance	No. of Loans	% of Loans
<0.55	23,865,482.77	6.09%	55	5.95%
0.55-0.6	12,741,932.91	3.25%	28	3.03%
0.6-0.65	15,608,470.45	3.98%	38	4.11%
0.65-0.7	74,730,829.68	19.06%	160	17.32%
0.7-0.75	74,769,874.52	19.07%	166	17.97%
0.75-0.8	186,088,119.81	47.47%	467	50.54%
0.8-0.85	4,226,185.08	1.08%	10	1.08%
Total:	**392,030,895.22**	**100.00%**	**924**	**100.00%**
Minimum (%)	4.9%			
Maximum (%)	81.2%			

The minimum and maximum Current Loan to Value Ratio of the Loans as of the Portfolio Reference Date is 4.9% and 81.2%, respectively.

Distribution of Loans by Current Loan to Value (%) – Loans from the Warehouse Borrower

Distribution of Loans by Current Loan to Value (%)	Sum of Principal Outstanding Balance (£)	% of Principal Outstanding Balance	No. of Loans	% of Loans
<0.55	8,384,789.71	5.63%	23	5.90%
0.55-0.6	5,872,277.93	3.94%	12	3.08%
0.6-0.65	7,425,493.71	4.98%	18	4.62%
0.65-0.7	14,976,417.72	10.05%	45	11.54%
0.7-0.75	37,579,447.50	25.21%	90	23.08%
0.75-0.8	73,584,048.49	49.37%	198	50.77%
0.8-0.85	1,223,877.41	0.82%	4	1.03%
Grand Total	**149,046,352.47**	**100.00%**	**390**	**100.00%**

Distribution of Loans by Current Loan to Value (%) – Atlas Funding 2023-1 Loans

Distribution of Loans by Current Loan to Value (%)	Sum of Principal Outstanding Balance (£)	% of Principal Outstanding Balance	No. of Loans	% of Loans
<0.55	15,480,693.06	6.37%	32	5.99%
0.55-0.6	6,869,654.98	2.83%	16	3.00%
0.6-0.65	8,182,976.74	3.37%	20	3.75%
0.65-0.7	59,754,411.96	24.59%	115	21.54%

Distribution of Loans by Current Loan to Value (%)	Sum of Principal Outstanding Balance (£)	% of Principal Outstanding Balance	No. of Loans	% of Loans
0.7-0.75	37,190,427.02	15.31%	76	14.23%
0.75-0.8	112,504,071.32	46.30%	269	50.37%
0.8-0.85	3,002,307.67	1.24%	6	1.12%
Grand Total	**242,984,542.75**	**100.00%**	**534**	**100.00%**

Original Balance

The following table shows the distribution of Loans by their original balance as determined in respect of each Loan on the Portfolio Reference Date.

Distribution of Loans by Original Balance	Sum of Principal Outstanding Balance (£)	% of Principal Outstanding Balance	No. of Loans	% of Loans
<250000	55,159,691.80	14.07%	312	33.77%
250000-500000	141,549,765.01	36.11%	393	42.53%
500000-750000	72,398,349.59	18.47%	122	13.20%
750000-1000000	40,639,358.55	10.37%	47	5.09%
1000000-1250000	16,964,729.72	4.33%	15	1.62%
1250000-1500000	15,061,034.72	3.84%	11	1.19%
1500000-1750000	11,139,181.37	2.84%	7	0.76%
1750000-2000000	9,668,079.75	2.47%	5	0.54%
2000000-2250000	8,432,020.00	2.15%	4	0.43%
2250000-2500000	2,474,062.50	0.63%	1	0.11%
2500000-2750000	5,212,025.00	1.33%	2	0.22%
2750000-3000000	5,862,778.09	1.50%	2	0.22%
>3000000	7,469,819.12	1.91%	3	0.32%
Total:	**392,030,895.22**	**100.00%**	**924**	**100.00%**
Minimum (£)	£85,050.00			
Maximum (£)	£3,295,451.25			

The minimum and maximum original balance of the Loans as of the Portfolio Reference Date is £85,050.00 and £3,295,451.25, respectively.

Outstanding Balance

The following table shows the distribution of Loans by their outstanding principal balance as determined in respect of each Loan on the Portfolio Reference Date.

Distribution of Loans by Outstanding Principal Balance	Sum of Principal Outstanding Balance (£)	% of Principal Outstanding Balance	No. of Loans	% of Loans
<250000	55,642,412.65	14.19%	315	34.09%
250000-500000	141,564,465.40	36.11%	391	42.32%
500000-750000	71,900,928.35	18.34%	121	13.10%
750000-1000000	40,639,358.55	10.37%	47	5.09%

Distribution of Loans by Outstanding Principal Balance	Sum of Principal Outstanding Balance (£)	% of Principal Outstanding Balance	No. of Loans	% of Loans
1000000-1250000	16,964,729.72	4.33%	15	1.62%
1250000-1500000	16,465,023.53	4.20%	12	1.30%
1500000-1750000	11,139,181.37	2.84%	7	0.76%
1750000-2000000	9,668,079.75	2.47%	5	0.54%
2000000-2250000	8,432,020.00	2.15%	4	0.43%
2250000-2500000	2,474,062.50	0.63%	1	0.11%
2500000-2750000	5,212,025.00	1.33%	2	0.22%
2750000-3000000	5,862,778.09	1.50%	2	0.22%
>3000000	6,065,830.31	1.55%	2	0.22%
Total:	**392,030,895.22**	**100.00%**	**924**	**100.00%**
Minimum (£)	£29,496.85			
Maximum (£)	£3,045,000.00			

The minimum and maximum outstanding principal balance of the Loans as of the Portfolio Reference Date is £29,496.85 and £3,045,000.00, respectively.

Years to Maturity of Loans

The following table shows the distribution of Loans according to the number of years remaining until their maturity as at the Portfolio Reference Date.

Distribution of Loans by Remaining Term to Maturity (years)	Sum of Principal Outstanding Balance (£)	% of Principal Outstanding Balance	No. of Loans	% of Loans
0 < Remaining Term <=5	5,461,753.05	1.39%	10	1.08%
5 < Remaining Term <=10	63,438,333.69	16.18%	137	14.83%
10 < Remaining Term <=15	39,749,573.82	10.14%	73	7.90%
15 < Remaining Term <=20	67,498,437.33	17.22%	168	18.18%
20 < Remaining Term <=25	157,410,055.55	40.15%	397	42.97%
25 < Remaining Term <=30	50,071,176.57	12.77%	119	12.88%
30 < Remaining Term <=35	7,993,965.71	2.04%	19	2.06%
35 < Remaining Term <=40	407,599.50	0.10%	1	0.11%
Total:	**392,030,895.22**	**100.00%**	**924**	**100.00%**
Minimum (years)	1.13			
Maximum (years)	35.00			

The minimum and maximum average remaining term of the Loans as of the Portfolio Reference Date is 1.13 and 35 years, respectively.

Seasoning of Loans

Distribution of Loans by Seasoning (months)	Sum of Principal Outstanding Balance (£)	% of Principal Outstanding Balance	No. of Loans	% of Loans
<20	142,514,090.52	36.35%	375	40.58%

Distribution of Loans by Seasoning (months)	Sum of Principal Outstanding Balance (£)	% of Principal Outstanding Balance	No. of Loans	% of Loans
20 - 25	368,225.00	0.09%	1	0.11%
25 - 30	226,200.00	0.06%	1	0.11%
30- 35	623,401.42	0.16%	1	0.11%
40 – 45	38,854,153.99	9.91%	100	10.82%
45 – 50	137,024,007.53	34.95%	284	30.74%
40 – 55	67,799,118.73	17.29%	152	16.45%
60 - 65	3,069,306.07	0.78%	8	0.87%
> 65	1,552,391.96	0.40%	2	0.22%
Total:	**392,030,895.22**	**100.00%**	**924**	**100.00%**
Minimum (months)	0			
Maximum (months)	88.27			

The minimum and maximum seasoning of the Loans as of the Portfolio Reference Date is 0 and 88.27 (months), respectively.

Repayment Method

The following table shows the repayment method of the Loans as at the Portfolio Reference Date.

Distribution of Loans by Repayment Method	Sum of Principal Outstanding Balance (£)	% of Principal Outstanding Balance	No. of Loans	% of Loans
Interest Only	392,030,895.22	100.00%	924	100.00%
Total:	**392,030,895.22**	**100.00%**	**924**	**100.00%**

Interest Rate Types

The following table shows the distribution of the interest rate types of the Loans (the interest type of each Loan determined as at the Portfolio Reference Date).

Distribution of Loans by Interest Rate Type	Sum of Principal Outstanding Balance (£)	% of Principal Outstanding Balance	No. of Loans	% of Loans
Floating Rate Loan (for Life)	20,596,969.99	5.25%	59	6.39%
Fixed for Life	2,840,158.24	0.72%	5	0.54%
Fixed to Floating	368,593,766.99	94.02%	860	93.07%
Total:	**392,030,895.22**	**100.00%**	**924**	**100.00%**

Reversion Year

The following table shows the distribution of reversion dates as at the Portfolio Reference Date for the Fixed Rate Loans in the Provisional Portfolio.

Distribution of Loans by Rate Reversion Year	Sum of Principal Outstanding Balance (£)	% of Principal Outstanding Balance	No. of Loans	% of Loans
Already reverted	6,344,849.34	1.62%	15	1.62%
2026	368,225.00	0.09%	1	0.11%
2027	227,615,098.27	58.06%	492	53.25%
2028	68,922,644.72	17.58%	195	21.10%
2029	929,090.02	0.24%	3	0.32%
2030	1,311,914.25	0.33%	3	0.32%
2031	86,539,073.62	22.07%	215	23.27%
Total:	**392,030,895.22**	**100.00%**	**924**	**100.00%**

Rental Income Coverage Ratio

The following table shows the distribution of varying income coverage ratios for the Loans in the Portfolio as at the Portfolio Reference Date.

Distribution of Loans by Rental Income Coverage Ratio (%)	Sum of Principal Outstanding Balance (£)	% of Principal Outstanding Balance	No. of Loans	% of Loans
<1	5,780,457.43	1.47%	14	1.52%
1-1.1	7,324,470.18	1.87%	11	1.19%
1.1-1.2	9,533,750.74	2.43%	15	1.62%
1.2-1.3	34,482,633.08	8.80%	67	7.25%
1.3-1.4	30,114,692.29	7.68%	62	6.71%
1.4-1.5	35,506,938.30	9.06%	90	9.74%
1.5-1.6	30,685,771.84	7.83%	91	9.85%
1.6-1.7	34,819,408.23	8.88%	85	9.20%
1.7-1.8	30,401,276.35	7.75%	65	7.03%
1.8-1.9	23,231,242.37	5.93%	61	6.60%
1.9-2	20,319,853.39	5.18%	45	4.87%
2-2.1	14,124,940.32	3.60%	38	4.11%
2.1-2.2	20,629,554.07	5.26%	44	4.76%
>2.2	95,075,906.63	24.25%	236	25.54%
Total:	**392,030,895.22**	**100.00%**	**924**	**100.00%**

Rental Income Coverage Ratio – Loans from the Warehouse Borrower

Distribution of Loans by Rental Income Coverage Ratio (%)	Sum of Principal Outstanding Balance (£)	% of Principal Outstanding Balance	No. of Loans	% of Loans
<1	3,217,709.22	2.16%	9	2.31%
1-1.1	623,401.42	0.42%	1	0.26%
1.1-1.2	3,404,100.00	2.28%	4	1.03%
1.2-1.3	14,397,894.29	9.66%	32	8.21%
1.3-1.4	15,967,505.69	10.71%	31	7.95%

Distribution of Loans by Rental Income Coverage Ratio (%)	Sum of Principal Outstanding Balance (£)	% of Principal Outstanding Balance	No. of Loans	% of Loans
1.4-1.5	13,952,189.07	9.36%	45	11.54%
1.5-1.6	14,486,702.39	9.72%	45	11.54%
1.6-1.7	16,249,854.96	10.90%	45	11.54%
1.7-1.8	12,936,268.64	8.68%	34	8.72%
1.8-1.9	12,342,633.36	8.28%	30	7.69%
1.9-2	7,101,361.45	4.76%	19	4.87%
2-2.1	5,232,899.63	3.51%	14	3.59%
2.1-2.2	5,613,084.67	3.77%	21	5.38%
>2.2	23,520,747.68	15.78%	60	15.38%
Total:	**149,046,352.47**	**100.00%**	**390**	**100.00%**

Rental Income Coverage Ratio – Atlas Funding 2023-1 Loans

The following table shows the distribution of varying income coverage ratios for the Atlas Funding 2023-1 Loans in the Portfolio as at the Portfolio Reference Date.

Distribution of Loans by Rental Income Coverage Ratio (%)	Sum of Principal Outstanding Balance (£)	% of Principal Outstanding Balance	No. of Loans	% of Loans
<1	2,562,748.21	1.05%	5	0.94%
1-1.1	6,701,068.76	2.76%	10	1.87%
1.1-1.2	6,129,650.74	2.52%	11	2.06%
1.2-1.3	20,084,738.79	8.27%	35	6.55%
1.3-1.4	14,147,186.60	5.82%	31	5.81%
1.4-1.5	21,554,749.23	8.87%	45	8.43%
1.5-1.6	16,199,069.45	6.67%	46	8.61%
1.6-1.7	18,569,553.27	7.64%	40	7.49%
1.7-1.8	17,465,007.71	7.19%	31	5.81%
1.8-1.9	10,888,609.01	4.48%	31	5.81%
1.9-2	13,218,491.94	5.44%	26	4.87%
2-2.1	8,892,040.69	3.66%	24	4.49%
2.1-2.2	15,016,469.40	6.18%	23	4.31%
>2.2	71,555,158.95	29.45%	176	32.96%
Total:	**242,984,542.75**	**100.00%**	**534**	**100.00%**

Current Interest Rate

The following table shows the distribution of Loans by applicable interest rate as at the Portfolio Reference Date.

Distribution of Loans by Interest Rate (%)	Sum of Principal Outstanding Balance (£)	% of Principal Outstanding Balance	No. of Loans	% of Loans
<4	160,112,989.94	40.84%	327	35.39%
4-4.25	18,139,210.74	4.63%	42	4.55%

Distribution of Loans by Interest Rate (%)	Sum of Principal Outstanding Balance (£)	% of Principal Outstanding Balance	No. of Loans	% of Loans
4.25-4.5	21,208,206.15	5.41%	51	5.52%
4.5-4.75	27,614,682.67	7.04%	63	6.82%
4.75-5	50,085,334.99	12.78%	136	14.72%
5-5.25	28,849,622.71	7.36%	75	8.12%
5.25-5.5	17,096,315.29	4.36%	38	4.11%
5.5-5.75	35,282,605.81	9.00%	93	10.06%
5.75-6	16,123,465.93	4.11%	48	5.19%
>6	17,518,460.99	4.47%	51	5.52%
Total:	**392,030,895.22**	**100.00%**	**924**	**100.00%**

Current Interest Rate – Loans from the Warehouse Borrower

Distribution of Loans by Interest Rate (%)	Sum of Principal Outstanding Balance (£)	% of Principal Outstanding Balance	No. of Loans	% of Loans
<4	692,737.50	0.46%	2	0.51%
4 - 4.25	3,941,152.00	2.64%	9	2.31%
4.25 - 4.5	14,155,482.23	9.50%	37	9.49%
4.5 - 4.75	9,672,873.49	6.49%	24	6.15%
4.75 - 5	34,369,727.23	23.06%	93	23.85%
5 - 5.25	14,861,438.59	9.97%	36	9.23%
5.25 - 5.5	17,096,315.29	11.47%	38	9.74%
5.5 - 5.75	30,399,668.39	20.40%	77	19.74%
5.75 - 6	8,061,648.07	5.41%	28	7.18%
>6	15,795,309.68	10.60%	46	11.79%
Total:	**149,046,352.47**	**100.00%**	**390**	**100.00%**

Current Interest Rate – Atlas Funding 2023-1 Loans

The following table shows the distribution of the Atlas Funding 2023-1 Loans by applicable interest rate as at the Portfolio Reference Date.

Distribution of Loans by Interest Rate (%)	Sum of Principal Outstanding Balance (£)	% of Principal Outstanding Balance	No. of Loans	% of Loans
<4	159,420,252.44	65.61%	325	60.86%
4 - 4.25	14,198,058.74	5.84%	33	6.18%
4.25 - 4.5	7,052,723.92	2.90%	14	2.62%
4.5 - 4.75	17,941,809.18	7.38%	39	7.30%
4.75 - 5	15,715,607.76	6.47%	43	8.05%
5 - 5.25	13,988,184.12	5.76%	39	7.30%
5.5 - 5.75	4,882,937.42	2.01%	16	3.00%
5.57 - 6	8,061,817.86	3.32%	20	3.75%
>6	1,723,151.31	0.71%	5	0.94%

Distribution of Loans by Interest Rate (%)	Sum of Principal Outstanding Balance (£)	% of Principal Outstanding Balance	No. of Loans	% of Loans
Grand Total	**242,984,542.75**	**100.00%**	**534**	**100.00%**

Reversion Margin

The following table shows the distribution of reversion margins as at the Portfolio Reference Date for the Fixed Rate Loans that are yet to revert, in the Provisional Portfolio.

Distribution of Loans by Reversion Margin (%)*	Sum of Principal Outstanding Balance (£)	% of Principal Outstanding Balance	No. of Loans	% of Loans
0	9,185,007.58	2.34%	20	2.16%
4.79	382,845,887.64	97.66%	904	97.84%
Total:	**392,030,895.22**	**100.00%**	**924**	**100.00%**

*Applicable to Fixed to Floating and Floating for Life loans (excludes Fixed for Life loans and Fixed to Floating Loans where reversion date equals maturity date).

Loans by Arrears (Months)

The following table shows the number of Loans in the Provisional Portfolio in arrears as at the Portfolio Reference Date.

Distribution of Loans by Arrears (Months)	Sum of Principal Outstanding Balance (£)	% of Principal Outstanding Balance	No. of Loans	% of Loans
0	392,030,895.22	100.00%	924	100.00%
Total:	**392,030,895.22**	**100.00%**	**924**	**100.00%**

Loan Purpose

The following table shows the purpose of the Loans as at the Portfolio Reference Date.

Distribution of Loans by Loan Purpose	Sum of Principal Outstanding Balance (£)	% of Principal Outstanding Balance	No. of Loans	% of Loans
Purchase	105,700,656.41	26.96%	300	32.47%
Re-Mortgage	286,330,238.81	73.04%	624	67.53%
Total:	**392,030,895.22**	**100.00%**	**924**	**100.00%**

Loans by Employment Type

The following table shows the distribution of employment status of the Borrower under the Loans as at the Portfolio Reference Date.

Distribution of Loans by Employment Type	Sum of Principal Outstanding Balance (£)	% of Principal Outstanding Balance	No. of Loans	% of Loans
Employed or full loan is guaranteed	23,047,467.93	5.88%	63	6.82%
Self-employed	36,843,620.12	9.40%	86	9.31%
No employment, borrower is legal entity	321,346,279.34	81.97%	751	81.28%
Pensioner	2,417,262.50	0.62%	6	0.65%
Other	694,833.75	0.18%	2	0.22%
ND	7,681,431.58	1.96%	16	1.73%
Total:	**392,030,895.22**	**100.00%**	**924**	**100.00%**

Loans by Property Type

The following table shows the distribution of types of Properties secured by the Loans as at the Portfolio Reference Date.

Distribution of Loans by Property Type	Sum of Principal Outstanding Balance (£)	% of Principal Outstanding Balance	No. of Loans	% of Loans
Residential (House, detached or semi-detached)	34,019,713.39	8.68%	78	8.44%
Residential (Flat/Apartment)	107,298,338.04	27.37%	359	38.85%
Residential (Bungalow)	2,206,810.15	0.56%	8	0.87%
Residential (Terraced House)	47,358,920.75	12.08%	138	14.94%
Multifamily house	201,147,112.89	51.31%	341	36.90%
Total:	**392,030,895.22**	**100.00%**	**924**	**100.00%**

Geographical Distribution

The following table shows the regional distribution of Properties securing the Loans throughout England and Wales (the region of a Property in respect of a Loan determined as at the Portfolio Reference Date of such Loan).

Distribution of Loans by Region	Sum of Principal Outstanding Balance (£)	% of Principal Outstanding Balance	No. of Loans	% of Loans
North East	2,121,113.51	0.54%	6	0.65%
North West	18,057,613.71	4.61%	66	7.14%
Yorkshire/Humberside	3,218,772.18	0.82%	13	1.41%
East Midlands	9,544,626.74	2.43%	22	2.38%
West Midlands	5,773,295.99	1.47%	28	3.03%
East Anglia	16,383,367.97	4.18%	59	6.39%
Greater London	264,748,886.11	67.53%	532	57.58%
South East	58,486,076.79	14.92%	145	15.69%
South West	10,145,721.90	2.59%	34	3.68%
Wales	3,551,420.32	0.91%	19	2.06%
Total:	**392,030,895.22**	**100.00%**	**924**	**100.00%**

Property EPC Rating

The following table shows the EPC rating of Properties securing the Loans.

Distribution of Loans by Property EPC Rating	Sum of Principal Outstanding Balance (£)	% of Principal Outstanding Balance	No. of Loans	% of Loans
A	4,372,600.66	1.12%	10	1.08%
B	34,272,176.26	8.74%	97	10.50%
C	155,181,133.55	39.58%	364	39.39%
D	144,849,394.02	36.95%	343	37.12%
E	53,165,278.23	13.56%	109	11.80%
G	190,312.50	0.05%	1	0.11%
Total:	**392,030,895.22**	**100.00%**	**924**	**100.00%**

Loans by Occupancy

The following table shows the distribution of types of Properties based on occupancy under the Loans as at the Portfolio Reference Date.

Occupancy Type	Sum of Principal Outstanding Balance (£)	% of Principal Outstanding Balance	Count of Loan Identifier	% Loan Count
Non-owner-occupied/buy-to-let	392,030,895.22	100.00%	924	100.00%
Grand Total	**392,030,895.22**	**100.00%**	**924**	**100.00%**

Loans by total CCJs

The following table shows the distribution of CCJs of the Borrower under the Loans as at the Portfolio Reference Date.*

Number of CCJs satisfied	Sum of Principal Outstanding Balance (£)	% of Principal Outstanding Balance	Count of Loan Identifier	% Loan Count
0	389,935,590.85	99.47%	919	99.46%
1	1,828,866.87	0.47%	4	0.43%
2	266,437.50	0.07%	1	0.11%
Grand Total	**392,030,895.22**	**100.00%**	**924**	**100.00%**

* The CCJs relate to the Borrower where there is a guarantor guaranteeing, in aggregate, the full securitised exposure amount, and such guarantor does not have a CCJ.

Loans by total Bankruptcy or Individual Voluntary Arrangements

The following table shows the distribution of Borrowers subject to bankruptcy or individual voluntary arrangements under the Loans as at the Portfolio Reference Date.

Bankruptcy or IVA	Sum of Principal Outstanding Balance (£)	% of Principal Outstanding Balance	Count of Loan Identifier	% Loan Count
N	392,030,895.22	100.00%	924	100.00%
Grand Total	**392,030,895.22**	**100.00%**	**924**	**100.00%**

Loans by current valuation type

The following table shows the distribution of the current valuation of the Loans as at the Portfolio Reference Date.

Current Valuation Type	Sum of Principal Outstanding Balance (£)	% of Principal Outstanding Balance	Count of Loan Identifier	% Loan Count
Full, internal and external inspection	379,239,794.86	96.74%	890	96.32%
Desktop	12,791,100.36	3.26%	34	3.68%
Grand Total	**392,030,895.22**	**100.00%**	**924**	**100.00%**

Loans by Heter Iska

The following table shows the distribution of the Loans which are Heter Iska Loans as at the Portfolio Reference Date.

Heter Iska Loan	Sum of Principal Outstanding Balance (£)	% of Principal Outstanding Balance	Count of Loan Identifier	% Loan Count
N	365,029,283.87	93.11%	862	93.29%
Y	27,001,611.35	6.89%	62	6.71%
Grand Total	**392,030,895.22**	**100.00%**	**924**	**100.00%**

Loans by Heter Iska – Loans from the Warehouse Borrower

Heter Iska Loan	Sum of Principal Outstanding Balance (£)	% of Principal Outstanding Balance	Count of Loan Identifier	% Loan Count
N	122,044,741.12	81.88%	328	84.10%
Y	27,001,611.35	18.12%	62	15.90%
Grand Total	**149,046,352.47**	**100.00%**	**390**	**100.00%**

Loans by Heter Iska – Atlas Funding 2023-1 Loans

The following table shows the distribution of the Atlas Funding 2023-1 Loans which are Heter Iska Loans as at the Portfolio Reference Date.

Heter Iska Loan	Sum of Principal Outstanding Balance (£)	% of Principal Outstanding Balance	Count of Loan Identifier	% Loan Count
N	242,984,542.75	100.00%	534	100.00%

Heter Iska Loan	Sum of Principal Outstanding Balance (£)	% of Principal Outstanding Balance	Count of Loan Identifier	% Loan Count
Grand Total	**242,984,542.75**	**100.00%**	**534**	**100.00%**

Largest single Borrower

The aggregate Principal Outstanding Balance of all Loans made to a single Borrower in the Portfolio does not exceed 2 per cent. of the aggregate Principal Outstanding Balance of all the Loans.

Source: Lendco

Verification of data

Lendco has caused a sample of the Loans (including the data disclosed in respect of those Loans) to be externally verified by one or more appropriate and independent third parties. The Provisional Portfolio extracted from the systems of the Seller as of 31 July 2026 has been subject to an agreed upon procedures review and eligibility criteria as of 31 July 2026 (to review amongst other things, the Loan Warranties and certain eligibility criteria, where applicable) on a sample of loans selected from the Provisional Portfolio conducted by a third-party and completed on or about August 2026. The third party undertaking the review only has obligations to the parties to the engagement letters governing the performance of the agreed upon procedures subject to the limitations and exclusions contained therein. The independent third party has verified that the stratification tables disclosed under the section entitled "*Characteristics of the Provisional Portfolio*" in respect of the Loans are accurate. Lendco has reviewed such reports and is of the opinion that there were no significant adverse findings in such reports.

Environmental Performance

The Seller has utilised an external third-party service provider to obtain information related to the environmental performance of Properties securing the Loans in the Provisional Portfolio, which may include the environmental performance certificate (EPC) ratings of certain Properties as at the Portfolio Reference Date. Where such information is available, the Seller will disclose this in accordance with its obligations under the UK Transparency Rules.

Information in relation to Loans originated by Lendco

Static and dynamic historical performance data in relation to loans originated by the Seller was made available prior to pricing on the Reporting Website and the UK Securitisation Repository Website. Such information will cover the period from Q1 2021 to July 2026. The loans which are included in such data are originated under and serviced in accordance with the same policies and procedures as the loans comprising the Portfolio and, as such, it is expected that the performance of such loans, over a period of 5 years, would not be significantly different to the performance of the loans in the Portfolio.

STATIC POOL INFORMATION

The tables in the following pages set out, to the extent material, static pool information with respect to all mortgage loans originated by Lendco. The tables show the distribution of loans designated as prime by Lendco by delinquency category as at each year end.

The information in the following tables has been sourced and extracted from the systems of Lendco and the Servicer. The loans which are included in the tables below are originated under and serviced in accordance with substantially the same policies and procedures as the Loans in the Portfolio. In the following tables, delinquency category corresponds to the number of monthly contractual repayment amounts in arrears. Delinquency rates represent the closing balances of loans in a particular category as a percentage of aggregate closing balances.

Arrears Overview – Lendco Limited

	31 December 2020			
	Original Gross Balance (£)	**Count**	**% of Balance**	**% of Count**
<1 Months	348,219,425.47	839.00	100.0%	100.0%
>=1 Months & <2Months	0	0	0.0%	0.0%
>=2 Months & <3 Months	0	0	0.0%	0.0%
>=3 Months & <6 Months	0	0	0.0%	0.0%
>=6 Months & <9 Months	0	0	0.0%	0.0%
>=9 Months & <12 Months	0	0	0.0%	0.0%
>= 12 Months	0	0	0.0%	0.0%
Totals	**348,219,425.47**	**839.00**	**100%**	**100%**

	31 December 2021			
	Original Gross Balance (£)	**Count**	**% of Balance**	**% of Count**
<1 Months	610,051,525.22	1,471.00	100.0%	99.9%
>=1 Months & <2Months	126,875.00	1.00	0.0%	0.1%
>=2 Months & <3 Months	0	0	0.0%	0.0%
>=3 Months & <6 Months	0	0	0.0%	0.0%
>=6 Months & <9 Months	0	0	0.0%	0.0%
>=9 Months & <12 Months	0	0	0.0%	0.0%

	31 December 2021			
	Original Gross Balance (£)	**Count**	**% of Balance**	**% of Count**
>= 12 Months	0	0	0.0%	0.0%
Totals	**610,178,400.22**	**1,472.00**	**100%**	**100%**

	31 December 2022			
	Original Gross Balance (£)	**Count**	**% of Balance**	**% of Count**
<1 Months	924,936,202.52	2,216.00	100.0%	100.0%
>=1 Months & <2Months	0	0	0.0%	0.0%
>=2 Months & <3 Months	0	0	0.0%	0.0%
>=3 Months & <6 Months	0	0	0.0%	0.0%
>=6 Months & <9 Months	0	0	0.0%	0.0%
>=9 Months & <12 Months	0	0	0.0%	0.0%
>= 12 Months	0	0	0.0%	0.0%
Totals	**924,936,202.52**	**2,216.00**	**100%**	**100%**

	31 December 2023			
	Original Gross Balance (£)	**Count**	**% of Balance**	**% of Count**
<1 Months	1,041,041,278.68	2,496.00	99.7%	99.8%
>=1 Months & <2Months	1,616,613.75	2.00	0.2%	0.1%
>=2 Months & <3 Months	0	0	0.0%	0.0%
>=3 Months & <6 Months	1,764,975.00	4.00	0.2%	0.2%
>=6 Months & <9 Months	0	0	0.0%	0.0%
>=9 Months & <12 Months	0	0	0.0%	0.0%
>= 12 Months	0	0	0.0%	0.0%
Totals	**1,044,422,867.43**	**2,502.00**	**100%**	**100%**

	31 December 2024			
	Original Gross Balance (£)	**Count**	**% of Balance**	**% of Count**
<1 Months	1,338,439,217.57	3,322.00	99.0%	99.1%
>=1 Months & <2Months	1,122,843.75	2.00	0.1%	0.1%
>=2 Months & <3 Months	3,451,200.00	9.00	0.3%	0.3%
>=3 Months & <6 Months	5,520,469.09	11.00	0.4%	0.3%
>=6 Months & <9 Months	3,395,176.16	6.00	0.3%	0.2%
>=9 Months & <12 Months	380,492.25	1.00	0.0%	0.0%
>= 12 Months	0	0	0.0%	0.0%
Totals	**1,352,309,398.82**	**3,351.00**	**100.0%**	**100.0%**

	31 December 2025			
	Balance (£)	**Count**	**% of Balance**	**% of Count**
<1 Months	1,789,470,226.10	4,464.00	99.6%	99.7%
>=1 Months & <2Months	0	0	0.0%	0.0%
>=2 Months & <3 Months	984,750.00	1.00	0.1%	0.0%
>=3 Months & <6 Months	128,520.00	1.00	0.0%	0.0%
>=6 Months & <9 Months	308,701.45	1.00	0.0%	0.0%
>=9 Months & <12 Months	897,018.46	2.00	0.0%	0.0%
>= 12 Months	4,043,567.59	7.00	0.2%	0.2%
Totals	**1,795,832,783.60**	**4,476.00**	**100.0%**	**100.0%**

INFORMATION RELATING TO THE REGULATION OF MORTGAGES IN THE UK

Regulation of buy-to-let mortgage loans

Buy-to-let mortgage loans can fall under several different regulatory regimes. They can be:

(a) unregulated;

(b) regulated by the Consumer Credit Act 1974 (the "**CCA**") as a regulated credit agreement – as defined under Article 60B of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (SI 2001/544) (as amended) (the "**RAO**") (a "**Regulated Credit Agreement**");

(c) regulated by the Financial Services and Markets Act 2000 (the "**FSMA**") as a regulated mortgage contract – as defined by Article 61 of the RAO (a "**Regulated Mortgage Contract**"); or

(d) regulated as a consumer buy-to-let mortgage contract under the consumer buy-to-let regime – as defined by the Mortgage Credit Directive Order 2015 (a "**Consumer Buy-to-Let Loan**").

The Portfolio comprises Loans that the Seller believes are either unregulated or are Consumer Buy-to-Let Loans, and as described below, the Seller has given a warranty in the Mortgage Sale Agreement that no agreement for any Loan is in whole or in part a Regulated Credit Agreement, an Article 3(1)(b) Credit Agreement, or (other than a CBTL Loan) a Regulated Mortgage Contract. If any of the Loans are in fact Regulated Credit Agreements or Regulated Mortgage Contracts, then breach of the relevant regulations could give rise to a number of consequences (as applicable), including but not limited to: unenforceability of the Loans, interest payable under the Loans being irrecoverable for certain periods of time or borrowers being entitled to claim damages for losses suffered and being entitled to set off the amount of their claims against the amount owing by the borrower under the Loans.

Unregulated buy-to-let mortgage loans

Many buy-to-let mortgage loans will be unregulated because they do not meet the criteria for a Regulated Credit Agreement, Regulated Mortgage Contract or Consumer Buy-to-Let Loan. There are, however, still some regulated activities that apply to unregulated buy-to-let mortgage loans; the relevant activities in respect of the Loans being, debt administration and debt collection. The Seller (because, and whilst, it holds legal title to the Loans and their Related Security) and Issuer (because, and whilst, it holds beneficial title to the Loans and their Related Security) will be excluded as lender from the regulated activities of debt administration and debt collection in respect of any unregulated loan, Consumer Buy-To-Let Loans or Regulated Credit Agreements.

Consumer buy-to-let loans

The "Consumer buy-to-let" ("**CBTL**") framework was implemented on 21 March 2016 and is only applicable to consumer borrowers, the majority of buy-to-let lending in the UK being to non-consumers (based on HM Treasury's estimate that only 11 per cent. of buy-to-let mortgages as at the date of implementation of the CBTL framework would fall into this category).

The legislative framework is set out in the Mortgage Credit Directive Order 2015. The Mortgage Credit Directive Order 2015 defines a CBTL mortgage contract as "a buy-to-let mortgage contract which is not entered into by the borrower wholly or predominantly for the purposes of business carried on, or intended to be carried on, by the borrower". It provides that a firm that advises on, arranges, lends or administers CBTL mortgages must be registered to do so. The Seller is registered as a Consumer buy-to-let lender, a Consumer buy-to-let administrator and a Consumer buy-to-let arranger. The Mortgage Credit Directive Order 2015 sets out a number of conduct standards for firms carrying on CBTL business, which cover, amongst other things, requirements for pre-contractual illustrations, assessing creditworthiness, adequate explanations and arrears

and repossessions. The FCA has amended the FCA Handbook to provide it with supervisory and enforcement powers in respect of such conduct standards.

Unfair relationships

Under the CCA, the "extortionate credit" regime was replaced by an "unfair relationship" test. The "unfair relationship" test applies to all existing and new credit agreements, except Regulated Mortgage Contracts under the FSMA and regulated home purchase plans under the FSMA. If the court makes a determination that the relationship between a lender and a borrower is unfair, then it may make an order, among other things, requiring the Seller as legal title holder, or any assignee such as the Issuer, to repay amounts received from such borrower. In applying the "unfair relationship" test, the courts are able to consider a wider range of circumstances surrounding the transaction, including the creditor's conduct (or anyone acting on behalf of the creditor) before and after making the agreement or in relation to any related agreement. There is no statutory definition of the word "unfair" in the CCA as the intention is for the test to be flexible and subject to judicial discretion and it is therefore difficult to predict whether a court would find a relationship "unfair". However, the word "unfair" is not an unfamiliar term in UK legislation due to the Unfair Terms in Consumer Contracts Regulations 1999 as amended and, insofar as applicable, the Unfair Terms in Consumer Contracts Regulations 1994 (SI 1994/3159) (the "**UTCCR**"). The courts may, but are not obliged to, look solely to the CCA 2006 for guidance. The principle of "treating customers fairly" under the FSMA, and guidance published by the FSA and, as of 1 April 2013, the FCA on that principle and by the Office of Fair Trading (the "**OFT**") on the unfair relationship test, may also be relevant. Under the CCA, once the debtor alleges that an "unfair relationship" exists, the burden of proof is on the creditor to prove the contrary.

Plevin v Paragon Personal Finance Limited [2014] UKSC 61, a Supreme Court judgment, has clarified that compliance with the relevant regulatory rules by the creditor (or a person acting on behalf of the creditor) does not preclude a finding of unfairness, as a wider range of considerations may be relevant to the fairness of the relationship than those which would be relevant to the application of the rules. If a mortgage loan subject to the unfair relationship test is found to be unfair, the court has a wide range of powers and may require the lender (and any associate or former associate of the lender) to repay sums to the debtor, or to do, not do or cease doing anything in relation to the agreement or any related agreement, and may require the lender to reduce or discharge any sums payable by the debtor or surety, return to a surety any security provided by him, alter the terms of the agreement, direct accounts to be taken or otherwise set aside any duty imposed on the debtor or surety. The term creditor i.e. lender as defined under Section 189 of the CCA means the person providing the credit under a consumer credit agreement or the person to whom his rights and duties under the agreement have passed by assignment or operation of law.

Distance Marketing

In the United Kingdom, the Financial Services (Distance Marketing) Regulations 2004 (the "**Distance Marketing Regulations**") apply to contracts for financial services entered into on or after 31 October 2004 by a "consumer" within the meaning of the Distance Marketing Regulations and by means of distance communication (i.e. without any substantive simultaneous physical presence of the originator and the borrower).

The Distance Marketing Regulations require suppliers of financial services by way of distance communication to provide certain information to consumers. This information generally has to be provided before the consumer is bound by the contract and includes, but is not limited to, general information in respect of the supplier and the financial service, the contractual terms and conditions, and whether or not there is a right of cancellation.

Certain agreements for financial services (including Consumer Buy-to-Let Loans) will be cancellable under the Distance Marketing Regulations in certain circumstances. Where the credit agreement is cancellable under the Distance Marketing Regulations, the borrower may send notice of cancellation at any time before the expiry of 14 days beginning with (i) the day after the day on which the contract is made (where all of the prescribed

information has been provided prior to the contract being entered into), or (ii) the day after the day on which the last of the prescribed information is provided (where all the of prescribed information was not provided prior to the contract being entered into).

Compliance with the Distance Marketing Regulations may be secured by way of injunction (interdict in Scotland) obtained by an enforcement authority, granted on such terms as the court thinks fit to ensure such compliance, and certain breaches of the Distance Marketing Regulations may render the originator or intermediaries (and their respective relevant officers) liable to a fine. If the borrower cancels the contract under the Distance Marketing Regulations, then: (a) the borrower is liable to repay the principal and any other sums paid by or on behalf of the originator to the borrower, under or in relation to the contract, within 30 calendar days of cancellation; (b) the borrower is liable to pay interest, early repayment charges and other charges for services actually provided in accordance with the contract only if: (i) the amount is in proportion to the extent of the service provided before cancellation (in comparison with the full coverage of the contract) and is not such that it could be construed as a penalty; (ii) the borrower received certain prescribed information at the prescribed time about the amounts payable; and (iii) the originator did not commence performance of the contract before the expiry of the relevant cancellation period (unless requested to do so by the borrower); and (c) any security provided in relation to the contract is to be treated as never having had effect.

Consumer Rights Act 2015

The main provisions of the Consumer Rights Act 2015 (the "**CRA**") came into force on 1 October 2015 and apply to agreements made on or after that date. The CRA significantly reforms and consolidates consumer law in the UK. The CRA involves the creation of a single regime out of the Unfair Contract Terms Act 1977 (which essentially deals with attempts to limit liability for breach of contract) and the UTCCR. The CRA has revoked the UTCCR in respect of contracts made on or after 1 October 2015 and introduced a new regime for dealing with unfair contractual terms as follows:

Under Part 2 of the CRA an unfair term of a consumer contract (a contract between a trader and a consumer) is not binding on a consumer (an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession). Additionally, an unfair notice is not binding on a consumer, although a consumer may rely on the term or notice if the consumer chooses to do so. A term will be unfair where, contrary to the requirement of good faith, it causes significant imbalance in the parties' rights and obligations under the contract to the detriment of the consumer. In determining whether a term is fair it is necessary to: (i) take into account the nature of the subject matter of the contract; (ii) refer to all the circumstances existing when the term was agreed; and (iii) refer to all of the other terms of the contract or any other contract on which it depends.

Schedule 2 of the CRA contains an indicative and non-exhaustive "grey list" of terms of consumer contracts that may be regarded as unfair. Notably, paragraph 11 lists "a term which has the object or effect of enabling the trader to alter the terms of the contract unilaterally without a valid reason which is specified in the contract", although paragraph 22 of schedule 2 provides that this does not include a term by which a supplier of financial services reserves the right to alter the rate of interest payable by or due to the consumer, or the amount of other charges for financial services without notice where there is a valid reason if the supplier is required to inform the consumer of the alteration at the earliest opportunity and the consumer is free to dissolve the contract immediately.

A term of a consumer contract which is not on the "grey list" may nevertheless be regarded as unfair.

Where a term of a consumer contract is "unfair" it will not bind the consumer. However, the remainder of the contract will, so far as practicable, continue to have effect in every other respect. Where a term in a consumer contract is susceptible of multiple different meanings, the meaning most favourable to the consumer will prevail. It is the duty of the court to consider the fairness of any given term. This can be done even where neither of the parties to proceedings have explicitly raised the issue of fairness.

Ultimately, only a court can decide whether a term is fair, however it may take into account relevant guidance published by the Competition and Markets Authority (the "**CMA**") or the FCA. On 19 December 2018, the FCA published new guidance, "Fairness of variation terms in financial services consumer contracts under the Consumer Rights Act 2015" (FG18/7), outlining factors the FCA considers firms should have regard to when drafting and reviewing variation terms in consumer contracts. This follows developments in case law, including at the Court of Justice of the European Union (the "**CJEU**"). The finalised guidance relates to all financial services consumer contracts entered into since 1 July 1995. The FCA states that firms should consider both this guidance and any other rules that apply when they draft and use variation terms in their consumer contracts. The FCA states that the finalised guidance will apply to FCA authorised persons and their appointed representative in relation to any consumer contracts which contain variation terms.

The provisions in the CRA governing unfair contractual terms came into force on 1 October 2015. The Unfair Contract Terms Regulatory Guide (UNFCOG in the FCA Handbook) explains the FCA's policy on how it uses its formal powers under the CRA and the CMA published guidance on the unfair terms provisions in the CRA on 31 July 2015 (the "**CMA Guidance**"). The CMA indicated in the CMA Guidance that the fairness and transparency provisions of the CRA are regarded to be "effectively the same as those of the UTCCR" (save in applying the consumer notices and negotiated terms). The document further notes that "the extent of continuity in unfair terms legislation means that existing case law generally, and that of the CJEU particularly, is for the most part as relevant to the Act as it was the UTCCRs".

In general, the interpretation of the UTCCR and/or the CRA is open to some doubt, particularly in the light of sometimes conflicting reported case law between English courts and the CJEU. The extremely broad and general wording of the CRA makes any assessment of the fairness of terms largely subjective and makes it difficult to predict whether or not a term would be held by a court to be unfair. It is therefore possible that any Loans which have been made to Borrowers covered by the CRA may contain unfair terms which may result in the possible unenforceability of the terms of the underlying loans. If any term of the Loans entered into on or after 1 October 2015 is found to be unfair for the purpose of the CRA, this may reduce the amounts available to meet the payments due in respect of the Notes. The guidance issued by the FSA (and as of 1 April 2013, the FCA), the OFT and the CMA has changed over time and it is possible that it may change in the future.

Financial Ombudsman Service

Under the FSMA, the Financial Ombudsman Service (the "**Ombudsman**"), an independent adjudicator, is required to make decisions on, among other things, complaints relating to activities and transactions under its jurisdiction on the basis of what, in the Ombudsman's opinion, would be fair and reasonable in all the circumstances of the case, taking into account, among other things, law and guidance, rather than strictly on the basis of compliance with law.

Complaints properly brought before the Ombudsman for consideration must be decided on a case-by-case basis, with reference to the particular facts of any individual case. Each case would first be adjudicated by an adjudicator. Either party to the case may appeal against the adjudication. In the event of an appeal, the case proceeds to a final decision by the Ombudsman. The Ombudsman may order a money award to a debtor, which may adversely affect the ability of the Issuer to meet its obligations under the Notes. As the Ombudsman is required to make decisions on the basis of, among other things, the principles of fairness, and may order a monetary award to a complaining borrower, it is not possible to predict how any future decision of the Ombudsman would affect the ability of the Issuer to make payments to Noteholders.

Consumer Protection from Unfair Trading Regulations 2008 and the Digital Markets, Competition and Consumers Act 2024

The Consumer Protection from Unfair Trading Regulations 2008 (the "**CPUTR**") came into force on 26 May 2008 and prohibits certain practices which are deemed "unfair" within the terms of the CPUTR. Breach of the CPUTR does not (of itself) render an agreement void or unenforceable, but is a criminal offence punishable

by a fine and/or imprisonment. In addition, under the CPUTR, a commercial practice within the scope of the CPUTR may be regarded as unfair and prohibited if it is:

(a) contrary to the standard of special skill and care which a trader may reasonably be expected to exercise towards consumers, commensurate with either honest market practice or general principles of good faith in the trader's field of activity; and

(b) materially distorts or is likely to materially distort the economic behaviour of the average consumer (who is reasonably well informed and reasonably observant and circumspect).

Under the terms of the CPUTR, the possible liabilities for misrepresentation or breach of contract in relation to the underlying credit agreements may result in irrecoverable losses on amounts to which such agreements apply. The Consumer Protection (Amendment) Regulations 2014 (SI No. 870/2014) came into force on 1 October 2014 and amended the CPUTR. In certain circumstances, these amendments to the CPUTR give consumers a right to redress for misleading or aggressive commercial practices (as defined in the CPUTR), including a right to unwind agreements.

From 6 April 2025, the CPUTR have been revoked and replaced by the Digital Markets, Competition and Consumers Act 2024 ("**DMCCA**"). However, CPUTR will still apply to any conduct occurring prior to 6 April 2025.

In addition to some minor amendments to the CPUTR rules, the new regime introduces new rules on consumer reviews, drip pricing and consumer vulnerability. In addition, the DMCCA largely replicates the list of specified banned practices contained in the CPUTR and creates new powers to expand the list of automatically unfair practices. Under the DMCCA, the unfair commercial practices regime, along with all other consumer protection legislation, has become subject to a new enforcement regime under which the CMA has new direct enforcement powers, which will operate in parallel with a court-based enforcement regime.

It cannot be excluded that the new rules and enforcement regime under the DMCCA will have an adverse impact on the Loans.

Mortgage repossession

The Mortgage Repossessions (Protection of Tenants etc.) Act 2010 came into force on 1 October 2010. This Act gives courts in England and Wales the same power to postpone and suspend repossession for up to two months on application by an unauthorised tenant (i.e. a tenant in possession without the lender's consent) as generally exists on application by an authorised tenant. The lender has to serve notice at the property before enforcing a possession order.

The protocol in the Mortgage Repossessions (Protection of Tenants etc.) Act 2010 may have adverse effects in markets experiencing above-average levels of possession claims.

With respect to buy-to-let mortgages, note that from 1 May 2026, the notice period for a mortgagee to gain vacant possession to exercise their power of sale will extend from two months to four months.

Consumer duty

The FCA published final rules on the introduction of a new consumer duty on regulated firms ("**Consumer Duty**"), aiming to set a higher level of consumer protection in retail financial markets by requiring regulated firms to act to ensure good retail customer outcomes. It applied from 31 July 2023 for products and services that remain open to sale or renewal and from 31 July 2024 for closed products and services.

The Consumer Duty applies to the regulated activities and ancillary activities of all firms authorised under the FSMA.

There are three main elements to the Consumer Duty, comprising a consumer principle, that "a firm must act to deliver good outcomes for the retail consumers of its products", cross-cutting rules supporting the consumer principle, and four outcomes, relating to the quality of firms' products and services, price and value, consumer understanding and consumer support.

The Consumer Duty applies not only at origination of a product but throughout its subsistence (so in the case of a mortgage loan, throughout the period the mortgage loan is outstanding). The cross-cutting rules include an obligation to avoid causing foreseeable harm to the consumer and the outcomes include an obligation to ensure that the product (for example, a mortgage loan) provides fair value to the retail customer. These obligations (as with the remainder of the Consumer Duty) must be assessed on a regular basis throughout the life of the product.

The Consumer Duty applies to product manufacturers and distributors, which include purchasers of in-scope mortgage loans, as well as firms administering or servicing those mortgage loans. Although the Consumer Duty will not apply retrospectively, the FCA will require firms to apply the Consumer Duty to existing products on a forward-looking basis.

The FCA's guidance states that the Consumer Duty does not apply to unregulated buy-to-let mortgage loans but there are some circumstances in which the Consumer Duty would apply to the servicing of buy-to-let loans.

The Renting Homes (Wales) Act 2016

The Renting Home (Wales) Act (the "**Renting Homes Act**") received royal assent on 18 January 2016 and fully entered into force on 1 December 2022. The Renting Homes Act converts the majority of existing residential tenancies in Wales into an 'occupation contract' with retrospective effect. Subject to certain criteria being met, residential lettings and tenancies granted on or after 1 December 2022 will be 'occupation contracts'.

Under the Renting Homes Act, a landlord must, within the requisite time period set out in the act, serve a written statement on the tenant of an occupation contract which sets out certain terms of the occupation contract which are specified in the Act.

Where a tenant has breached the occupation contract the minimum notice that must be given to the tenant by the landlord of termination of the contract is one month. The notice period can be shorter where it relates to acts of anti-social behaviour or serious rent arrears. Where a 'no fault' notice is issued, the minimum notice that must be given to a tenant is six months.

The Renting Homes Act (which only has effect in Wales) does not contain an equivalent mandatory ground for possession that a lender had under the Housing Act 1988 where a property was subject to a mortgage granted before the beginning of the tenancy and the lender required possession in order to dispose of the property with vacant possession. The Renting Homes Act may result in lower recoveries in relation to buy-to-let mortgage loans over Properties in Wales.

Energy Efficiency Regulations 2015

From 1 April 2018, landlords of relevant domestic properties in England and Wales may not grant a tenancy to new or existing tenants if their property has an Energy Performance Certificate ("**EPC**") rating of band F or G (as shown on a valid Energy Performance Certificate for the property) and from 1 April 2020, landlords must not continue letting a relevant domestic property which is already let if that property has an EPC rating of band F or G (as shown on a valid Energy Performance Certificate for the property). In both cases described above this is referred to in the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015 (the "**Energy Efficiency Regulations 2015**") as the prohibition on letting sub-standard property. Where a landlord wishes to continue letting property which is currently sub-standard, the landlord will need to ensure that energy efficiency improvements are made which raise the EPC rating to a minimum of E. In certain circumstances landlords may be able to claim an exemption from this prohibition on letting sub-standard property; this includes situations where the landlord is unable to obtain funding to cover the cost of making

improvements, or where all improvements which can be made have been made, and the property remains below an EPC rating of E. Local authorities will enforce compliance with the domestic minimum level of energy efficiency. Local authorities may check whether a property meets the minimum level of energy efficiency, and may issue a compliance notice requesting information where it appears to the local authority that a property has been let in breach of the Energy Efficiency Regulations 2015 (or an invalid exemption has been registered in respect of it). Where a local authority is satisfied that a property has been let in breach of the Energy Efficiency Regulations 2015 it may serve a notice on the landlord imposing financial penalties. These regulatory frameworks are subject to change. On 4 December 2024, the government's Ministry of Housing, Communities and Local Government launched a consultation with respect to reforming the energy performance of buildings framework. On 7 February 2025, the government launched a consultation on improving the energy performance of privately rented homes. This consultation sought views on government's proposal to amend the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015 (from now on referred to as the "**PRS Regulations**"). It also sought views on changes to the Energy Act 2011, the primary legislation which gives government the powers to amend the PRS Regulations.

Minimum energy efficiency standards ("**MEES**") in the private rented sector ("**PRS**") have been required since 2018. These standards require properties to be at an Energy Performance Certificate E or above in order to be let out, unless a valid exemption applies. The government is considering options to raise energy efficiency standards in the domestic PRS to make homes easier to heat, tackling fuel poverty and lowering carbon emissions. The government have stated that the recently published consultation on the future of Energy Performance Certificates provides an opportunity to ensure that new standards in the PRS incentivise the right measures for each home. In this 2025 PRS consultation, the government sought stakeholder views on the approach to new PRS standards. The government published its response to the 2025 PRS Consultation on 21 January 2026 and will proceed with seeking to amend the PRS Regulations to implement higher MEES, using new metrics to be introduced to EPCs as set out in the Reforms to the Energy Performance of Buildings regime consultation. Private landlords of all tenancies will be required to comply with the higher standard (EPC C or equivalent) by 1 October 2030. Landlords of privately rented homes will continue to be required to comply with the existing minimum standard of EPC E up until the point they are required to comply with the higher standard.

Breathing Space Regulations

The Debt Respite Scheme (Breathing Space Moratorium and Mental Health Crisis Moratorium) (England and Wales) Regulations 2020 (SI 2020/1311) ("**Breathing Space Regulations**") (which came into force on 4 May 2021) gives eligible individuals in England and Wales the right to legal protection from their creditors, including almost all enforcement action, during a period of "breathing space". A standard breathing space will give an individual in England and Wales with problem debt legal protection from creditor action for up to 60 days; and a mental health crisis breathing space will give an individual in England and Wales protection from creditor action for the duration of their mental health crisis treatment (which is not limited in duration) plus an additional 30 days.

However, the Breathing Space Regulations do not apply to mortgages, except for arrears which are uncapitalised at the date of the application under the Breathing Space Regulations. Interest can still be charged on the principal secured debt during the breathing space period, but not on the arrears. Any mortgage arrears incurred during any breathing space period are not protected from creditor action. The Borrower must continue to make mortgage payments in respect of any mortgage secured against its primary residence (save in respect of arrears accrued prior to the moratorium) during the breathing space period, otherwise the relevant debt adviser may cancel the breathing space period.

In February 2021, the FCA issued a policy statement (PS21/1) on the application of the Breathing Space Regulations, in which they confirm that no changes are currently being made to the rules under MCOB in relation to how mortgage lenders should treat a "breathing space" as an indicator of payment difficulties. The FCA's view is that this is something that firms should take into account, but should not be treated more specifically than other potential indicators of payment difficulties.

SUMMARY OF THE KEY TRANSACTION DOCUMENTS

Mortgage Sale Agreement

Portfolio

Under a mortgage sale agreement entered into on or around the Closing Date between, among others, the Seller, the Issuer, the Security Trustee and the Servicer (the "**Mortgage Sale Agreement**"), on the Closing Date, the Seller shall, subject to certain conditions being satisfied, sell, assign or otherwise transfer to the Issuer pursuant to the Mortgage Sale Agreement a portfolio of English and Welsh residential mortgage loans each secured by a Mortgage and, where applicable, other Related Security (the "**Closing Loans**").

The Mortgage Sale Agreement also provides that the Seller may (but is not obliged to) sell to the Issuer on an Additional Mortgage Loan Purchase Date falling in the period from the Closing Date to (and including) the First Interest Payment Date, Additional Mortgage Loans and their Related Security subject to the terms of the Mortgage Sale Agreement and the Servicing Agreement. The Issuer will have the right to all monies derived from each Additional Mortgage Loan and its Related Security including interest from (and including) the relevant Additional Mortgage Loan Purchase Date. The Closing Loans and any further Additional Mortgage Loans are, together, the "**Loans**" and the Closing Portfolio and any Additional Mortgage Loans sold on or after the Closing Date (but excluding any Loan and its Related Security which is repurchased by the Seller pursuant to the Mortgage Sale Agreement and no longer beneficially owned by the Issuer) shall the be the "**Portfolio**".

The Loans and their Related Security comprising the Portfolio will be assigned by way of equitable assignment to the Issuer and is referred to as the "**sale**" by the Seller to the Issuer of the Loans and Related Security. The Loans and Related Security and all monies derived therefrom from time to time are referred to herein as the "**Portfolio**".

The consideration due to the Seller in respect of the sale of the Closing Portfolio shall be:

(a) the Closing Portfolio Initial Consideration, which is due and payable on the Closing Date; and

(b) the deferred consideration consisting of the RC1 Payments and the RC2 Payments payable pursuant to the applicable Priority of Payments, the right to such RC1 Payments and RC2 Payments being represented by the Residual Certificates to be issued by the Issuer and delivered to the Seller on the Closing Date.

The consideration payable by the Issuer to the Seller for any Additional Mortgage Loans on an Additional Mortgage Loan Purchase Date and in relation to Atlas Funding 2023-1 Loans, on the First Additional Mortgage Loan Purchase Date shall consist of:

(a) 100 per cent. of the Current Balance of the relevant Additional Mortgage Loans as at the relevant Additional Mortgage Loan Purchase Date; plus

(b) an amount equal to all amounts (other than such amount as set out at paragraph (a) above) which are payable by the Borrower as at the relevant Additional Mortgage Loan Purchase Date under the relevant Additional Mortgage Loan,

(the "**Additional Mortgage Loan Purchase Consideration**").

"**Collateralised Notes**" means the Notes (other than the Class X1 Notes and the Class X2 Notes).

Any RC1 Payments or RC2 Payments payable pursuant to the Residual Certificates will be paid in accordance with the priority of payments set out in the sections entitled "*Cashflows – Application of Available Revenue Receipts prior to the service of an Enforcement Notice on the Issuer*", "*Cashflows – Application of Available*

Principal Receipts prior to the service of an Enforcement Notice on the Issuer" and "*Cashflows – Distributions following the service of an Enforcement Notice on the Issuer*".

The Issuer shall pay Permitted Fee Capitalisation Amounts under a Loan to the Seller from Principal Receipts on or prior to the last day of the calendar month following the month in which the relevant Switch Date falls.

Title to the Mortgages, Registration and Notifications

The completion of the transfer of the Loans and their Related Security (and, where appropriate, their registration or recording) to the Issuer is, save in the limited circumstances referred to below, deferred. Legal title to the Loans and their Related Security therefore remains with the Seller until the occurrence of a Perfection Event. Notice of the sale of the Loans and their Related Security to the Issuer will not be given to any Borrower until the occurrence of a Perfection Event.

The transfers to the Issuer will be completed by or on behalf of the Seller on or before the 30th Business Day after any of the following Perfection Events occurs:

(a) the Seller being required to perfect legal title to the Loans and/or the Related Security (i) by an order of a court of competent jurisdiction; (ii) by a regulatory authority which has jurisdiction over the Seller; or (iii) by any organisation of which the Seller is a member, or whose members comprise (but are not necessarily limited to) mortgage lenders and with whose instructions it is customary for the Seller to comply, to perfect legal title to the Loans; or

(b) it becoming necessary by law to take any or all such actions referred to in paragraph (a) above; or

(c) the security created under or pursuant to the Deed of Charge or any material part of that security being, in the reasonable opinion of the Security Trustee, in jeopardy; or

(d) the Seller calling for perfection by serving notice in writing to that effect on the Issuer and the Security Trustee; or

(e) an Insolvency Event occurring in relation to the Seller; or

(f) it becoming unlawful in any applicable jurisdiction for the Seller to hold legal title in respect of any Loan in the Portfolio; or

(g) the Seller is in breach of its obligations under the Mortgage Sale Agreement, but only if such breach, where capable of remedy, is not remedied to the reasonable satisfaction of (prior to the delivery of an Enforcement Notice) the Issuer or (after the delivery of an Enforcement Notice) the Security Trustee (acting in accordance with the Deed of Charge) within 90 calendar days; or

(h) encumbrancer takes possession or a Receiver is appointed to any part of the undertaking, property and assets of the Seller having an aggregate value in excess of 10% of the total assets of the Seller or a distress, diligence or execution is levied or enforced upon or sued out against any part of the chattels or property of the Seller having an aggregate value in excess of 10% of the total assets of the Seller and, in the case of any of the foregoing events, is not discharged within 30 days (the "**Attached Assets**"), unless such Attached Assets (i) relate to a different business of the Seller to that generating and/or servicing the Loans and the attachment of the encumbrance over the Attached Assets did not adversely impact the credit quality of the Seller and (ii) are not required by the Seller to enable it to observe or perform its obligations under the Transaction Documents or the enforceability or collectability of the Loans; or

(i) the occurrence of a Servicer Termination Event where no replacement servicer has been appointed in accordance with the provisions of the Servicing Agreement; or

(j) default is made by the Seller in the performance or observance of any of its covenants and obligations under the Transaction Documents to which it is a party, which is (in the opinion of the Note Trustee) materially prejudicial to the interests of the Noteholders and such default continues unremedied for a period of 20 Business Days after the earlier of the Seller becoming aware of such default and receipt by the Seller of written notice from the Issuer or (following delivery of an Enforcement Notice) the Security Trustee, as appropriate, requiring the same to be remedied,

provided that the provisions of paragraphs (g) and (h) above shall (1) not apply if none of the then outstanding Notes, which are intended to satisfy the UK STS Requirements, have been designated as a 'simple, transparent and standardised' securitisation (within the meaning of the UK Securitisation Framework); and (2) be subject to such amendment as the Seller may require so long as the Seller delivers a certificate to the Security Trustee certifying that the amendment of such event does not impact the designation as a 'simple, transparent and standardised' securitisation (within the meaning of the UK Securitisation Framework) pursuant to Condition 13.6 (*Additional Right of Modification*). The Security Trustee shall be able to rely on such certificate without further enquiry and without liability to any person. Each of the events set out in paragraphs (a) to (j) above inclusive being a "**Perfection Event**". Until such Perfection Event occurs, the Seller will hold legal title to the Loans and their Related Security.

An "**Insolvency Event**" will occur in respect of an entity in the following circumstances:

(a) an order is made or an effective resolution passed for the winding up of the relevant entity (or it proposes or makes any compromise or arrangement with its creditors); or

(b) the relevant entity stops or threatens to stop payment to its creditors generally or the relevant entity ceases or threatens to cease to carry on its business or substantially the whole of its business; or

(c) an encumbrancer takes possession or a Receiver is appointed to the whole or any material part of the undertaking, property and assets of the relevant entity or a distress, diligence or execution is levied or enforced upon or sued out against the whole or any material part of the chattels or property of the relevant entity and, in the case of any of the foregoing events, is not discharged within 30 days; or

(d) the relevant entity is unable to pay its debts as they fall due (after taking into account any relevant grace period or permitted deferral) or it is deemed under Section 123 of the Insolvency Act 1986 to be unable to pay its debts or announces an intention to suspend making payments with respect to any class of undisputed debts; or

(e) if proceedings are initiated against the relevant entity under any applicable liquidation, insolvency, composition, reorganisation or other similar laws or an application is made (or documents filed with a court) for the appointment of an administrative or other receiver, manager, administrator or other similar official, or an administrative or other receiver, manager, administrator or other similar official is appointed, in relation to the relevant entity or, as the case may be, in relation to the whole or any part of the undertaking or assets of any relevant entity, and in any such case (other than the appointment of an administrator or an administrative receiver appointed following presentation of a petition for an administration order), unless initiated by the relevant entity, is not discharged within 30 days or if the relevant entity takes steps with a view to obtaining a moratorium in respect of any indebtedness.

Following a Perfection Event, notice of the legal assignments will be given to the Borrowers and the Issuer will take steps to register and record such legal assignments at the Land Registry.

Save for Title Deeds held at the Land Registry, all the Title Deeds and the mortgage files and computer tapes relating to each of the Loans and their Related Security are held by the Seller or the Servicer (on behalf of the Seller) or its solicitors or agents and the Title Deeds are held in dematerialised form or are returned to the Borrower's solicitors.

"**Loan Files**" means the file or files relating to each Loan (including files kept in microfiche format or similar electronic data retrieval system or the substance of which is transcribed and held on an electronic data retrieval system) containing *inter alia* correspondence between the Borrower and the Seller and including mortgage documentation applicable to each Loan, each letter of offer for that Loan, the Valuation Report (if applicable) and, to the extent available, the solicitor's or licensed conveyancer's certificate of title.

"**Title Deeds**" means, in relation to each Loan, and its Related Security and the Property relating thereto, all conveyancing deeds, certificates and all other documents which relate to the title to the Property and the security for the Loan and all searches and enquiries undertaken in connection with the grant by the relevant Borrower of the related Mortgage.

"**Valuation Report**" means the valuation report or reports for mortgage purposes, obtained by the Seller from a valuer in respect of each Property or a valuation report in respect of a valuation made using a methodology which would be acceptable to a Prudent Mortgage Lender and which has been approved by the relevant officers of the Seller.

Representations and Warranties

The Seller will represent and warrant to the Issuer and the Security Trustee in the Mortgage Sale Agreement, on the terms of the Loan Warranties (as defined below) in each case subject to the conditions as set out in the Mortgage Sale Agreement at the following times:

(a) in respect of each Loan and its Related Security sold by the Seller to the Issuer on the Closing Date as at the Closing Date;

(b) in respect of each Loan and its Related Security sold by the Seller to the Issuer on an Additional Mortgage Loan Purchase Date, as at such Additional Mortgage Loan Purchase Date;

(c) in relation to any Permitted Fee Capitalisation Amount as at the relevant Testing Date; and

(d) in relation to any Loan which is subject to a Product Switch, as at the relevant Testing Date.

Neither the Security Trustee nor the Issuer has made, or has caused to be made on its behalf, any enquiries, searches or investigations, but each is relying entirely on the representations and warranties made by the Seller contained in the Mortgage Sale Agreement.

If any of the Loan Warranties are breached in respect of a Loan as at the Closing Date, or if any of the Loan Warranties in respect of a Loan which is subject to a Product Switch is breached as at the relevant Testing Date, such Loan is required to be repurchased by the Seller in accordance with the provisions of the Mortgage Sale Agreement. If any of the Loan Warranties are breached in respect of a Permitted Fee Capitalisation Amount as at the Testing Date following the relevant Switch Date, such Loan will be repurchased by the Seller in accordance with the provisions of the Mortgage Sale Agreement.

The warranties that will be given to the Issuer and separately to the Security Trustee by the Seller pursuant to the Mortgage Sale Agreement (the "**Loan Warranties**") are as follows:

1. The Loans

1.1 The Seller has good and marketable title to, and is the absolute legal owner, and has the full legal interest and full beneficial title in, each of the Loans, Mortgages and their Related Security free from, in each case, any mortgages, charges, liens, financial encumbrances and equities.

1.2 The whole of each Loan and any interest, which are now or become in the future due or payable under a Loan constitutes a legal, valid, binding and enforceable obligation of the relevant Borrower enforceable in accordance with its terms, and the amount outstanding under each Loan is a valid debt

to the Seller from the Borrower, except that (i) enforceability may be limited by bankruptcy or insolvency of any Borrower occurring after the date of any advance or other similar laws of general applicability affecting the enforcement of creditors' rights generally (other than FSMA or any rights of set off to the extent the same are the subject of a separate warranty) and the courts' discretion in relation to equitable remedies, and (ii) this warranty shall not apply in respect of any Early Repayment Charge or similar early repayment fees, mortgage administration charges, exit fees or charges payable in the event of a Loan which is Delinquent or in Default, or other fees and costs which are deemed irrecoverable by a competent regulatory authority or court.

1.3 In respect of each Loan, (i) all formal approvals, consents and other steps required to be taken by the Seller to permit a legal or equitable transfer or other disposal, as and in the manner contemplated by the Mortgage Sale Agreement, of the Loans and the related Mortgages to be sold pursuant to the Mortgage Sale Agreement and to permit the Seller to enter into and perform its obligations under the Mortgage Sale Agreement and to render the Mortgage Sale Agreement legal, valid, binding and enforceable have been obtained or taken, and (ii) each Loan and Related Security is freely transferable or assignable by the Seller.

1.4 The Seller has instructed solicitors to ensure that all steps necessary to perfect the Seller's title to each Loan, together with their related Mortgages are duly taken at the appropriate time, including, for the avoidance of doubt, within the applicable priority periods or time limits for registration and stamping of all documents that may be needed to enforce any Loan, its related Mortgage or Related Security.

1.5 In relation to each Loan in the Closing Portfolio, the particulars of each Loan and its related Mortgage set out in exhibit 2 (*Closing Portfolio*) of the Mortgage Sale Agreement are true, complete and accurate as at the Cut-Off Date.

1.6 In relation to each Additional Mortgage Loan, the particulars of each Loan and its related Mortgage set out in the data tape delivered pursuant to the Mortgage Sale Agreement are true, complete and accurate as at the relevant Additional Mortgage Loan Purchase Date.

1.7 No Loan or its Related Security is subject to any lien or right of set-off, compensation, counterclaim defence or claim for rescission.

1.8 The Seller has not entered into any arrangement with any Borrower the effect of which would restrict the ability of the Seller (or the Servicer on its behalf) to determine the rates of interest in relation to any Loan in accordance with the Mortgage Conditions (other than in accordance with the applicable Lending Criteria).

1.9 The Seller has not entered into any arrangement with any Borrower the effect of which would be to restrict the ability of the Issuer to enforce the terms of the Loan.

1.10 No Loan is a Flexible Loan.

1.11 The Seller has not waived or acquiesced in any breach of any of its rights (i) in respect of a Loan, the related Mortgage or Related Security, other than waivers and acquiescence such as a Prudent Mortgage Lender might make on a case by case basis, or (ii) against any valuer, solicitor, licensed conveyancer or other professional who has provided information, carried out work or given advice in connection with any Loan or Related Security.

1.12 Interest is charged on each Loan in accordance with the provisions of the Loan and its related Mortgage.

1.13 All fees are either charged to the relevant Borrower in accordance with the Standard Documentation or waived in accordance with the practice of a Prudent Mortgage Lender.

1.14 Interest in relation to each Loan is payable monthly in arrear, unless otherwise agreed with the Borrower pursuant to a Permitted Variation or a Product Switch that meets the Product Switch/ Permitted Fee Capitalisation Amount Conditions.

1.15 No Loan is, or ever has been, subject to any provision for the deferring of interest or the capitalisation of a corresponding amount.

1.16 In relation to the Closing Loans, all amounts received and identified from the relevant Borrower on or before the Closing Date (including, without limitation, principal, interest and/or fees) have been applied on or before the Closing Date in reduction of the Current Balance relating to that Closing Loan (whether or not such principal, interest and/or fees have accrued or are due or are in respect of a day or period after the Closing Date).

1.17 In relation to any Additional Mortgage Loans that do not form part of the Closing Portfolio, all amounts received and identified from the relevant Borrower on or before the Additional Mortgage Loan Purchase Date (including, without limitation, principal, interest and/or fees) have been applied on or before the Additional Mortgage Loan Purchase Date in reduction of the Current Balance relating to that Additional Mortgage Loan whether or not such principal, interest and/or fees have accrued or are due or are in respect of a day or period after the Additional Mortgage Loan Purchase Date.

1.18 Each Loan was originated in, is denominated in, and all amounts in respect of such Loan are payable only in, sterling, and may not be changed under the terms of the Mortgage Conditions by the relevant Borrower to any other currency.

1.19 The Loan Files for each Loan are held in dematerialised form and are and will be stored on the systems of the Seller (in its capacity as legal title holder) and the Title Deeds for each related Property are held in electronic form at the Land Registry.

1.20 In relation to each Loan, no sums of principal, interest or any other sum payable by the Borrower under the relevant Loan is more than 30 days past due and, since the date of each Loan, no Borrower is or has been in breach of any other material obligation owed in relation to such Loan and/or Related Security.

1.21 At least one payment in respect of each Loan has been made by the relevant Borrower.

1.22 No Borrower is an employee or director of the Seller.

1.23 No Loan had an original LTV greater than 80% as at the Cut-Off Date in relation to such Loan, disregarding for such purposes any fees which have been capitalised and added to the balance of the Loan on or after origination.

1.24 All of the Borrowers are (i) individuals and were aged 18 years or older as at the date of execution of the Loan, (ii) companies incorporated or registered in the UK, Guernsey, Jersey, Isle of Man or Gibraltar, (iii) UK, Guernsey, Jersey, Isle of Man or Gibraltar limited liability partnerships or (iv) trusts formed or registered in the UK, Guernsey, Jersey, Isle of Man or Gibraltar.

1.25 Each Loan and its Related Security is governed by and subject to the laws of England and Wales.

1.26 No Loan advanced to a Borrower (or any Related Security in relation to that Loan) that is an individual which is assigned under the Mortgage Sale Agreement consists of or includes any "stock" or "marketable securities" within the meaning of Section 125 of the Finance Act 2003, "chargeable securities" for the purposes of Section 99 of the Finance Act 1986 or a "chargeable interest" for the purposes of Section 48 of the Finance Act 2003 or Section 4 of the Land Transaction Tax and Anti-avoidance of Devolved Taxes (Wales) Act 2017.

1.27 No Loan advanced to a Borrower that is not an individual (or any Related Security in relation to that Loan) which is assigned under the Mortgage Sale Agreement consists of or includes any "chargeable securities" for the purposes of Section 99 of the Finance Act 1986 or a "chargeable interest" for the purposes of Section 48 of the Finance Act 2003 or Section 4 of the Land Transaction Tax and Anti-avoidance of Devolved Taxes (Wales) Act 2017 and each such Loan is "exempt loan capital" (that is, loan capital that is exempt from stamp duty on transfer under Section 79(4) of the Finance Act 1986).

1.28 No Loan was marketed and underwritten on the premise that the Borrower or, where applicable, intermediaries were made aware that the information provided by the Borrower might not be verified by the Seller.

1.29 No Loan is a Cross-collateralised Mortgage Loan.

1.30 No Loan was or is a Self-certified Loan.

1.31 No Loan has an indexed LTV ratio of more than 100.00 per cent. at the time of its sale.

1.32 No Loan sold by the Seller had a Current Balance (as at 23:59:59 hours on the date immediately prior to the date of the relevant sale) of more than £5,000,000.

1.33 No Loan has an original term of greater than 35 years.

1.34 No loan has a maturity date which is later than the date which is two years prior to the Final Maturity Date.

1.35 The weighted average standardised risk weight of the Portfolio on an exposure value-weighted basis is equal to or smaller than 40 per cent., as per such terms described in Article 243 of the UK CRR.

1.36 Each Loan at all times since it was first acquired by the Seller, has been, is and will continue to be a financial asset for the purposes of international financial reporting standards and Financial Reporting Standard 102 applicable in the United Kingdom.

2. The Advance

The amount of each Loan has been fully advanced, released and disbursed to or to the order of the relevant Borrower and such Loan does not contain an obligation on the part of the Seller to make any further advance or pay or repay any amount (including, without limitation, in relation to cashback payments, interest, fees, charges and refunds) to any Borrower.

3. The Mortgages

3.1 Each Mortgage constitutes a legal, binding, enforceable, non-cancellable, valid and subsisting first charge or security by way of legal mortgage or legal charge over the relevant Property (subject to completion of any registration or recording requirements at the Land Registry) with the Seller having priority as first ranking mortgagee and secured for the whole of the Current Balance on each Loan and all future interest, fees, costs and expenses payable under or in respect of such Loan and Related Security.

3.2 In relation to a Mortgage where the title relating to the Mortgage or relevant Property is registered at the Land Registry or application for first registration has been made in respect of the same at the Land Registry, the Seller has made, or caused to be made to the Land Registry, an application for the registration against the relevant registered title, a restriction to the effect that (except under order of the Land Registry) no subsequent disposition by the registered proprietor of such Property shall be registered without the written consent of the mortgagee.

3.3 In respect of all Loans, if the title relating to a Mortgage or relevant Property is registered at the Land Registry for which application for first registration at the Land Registry has been made, the Seller has not consented to any subsequent disposition or charge by the registered proprietor or registered owner of such Property to be registered with the same ranking priority as the Seller.

3.4 In relation to each Property where registration or recording of the relevant Mortgage is pending at the relevant Land Registry, there is no caution, notice, inhibition, restriction or other matter which would prevent the registration or recording of that Mortgage.

3.5 The Seller has not received written notice and the Seller is not aware that the holder of any other security interest in relation to a Property has taken any step to enforce such security interest or entered into possession of the relevant Property.

3.6 In the case of each Mortgage provided to a UK incorporated registered limited company, such Mortgage and any floating charge together with the instrument by which they were created have been duly registered at Companies House.

3.7 In the case of each Mortgage provided to a UK incorporated registered limited company, the Seller has not received written notice of any steps having been taken for the liquidation or winding up of, or the making of an administration order in relation to, any Borrower or of any steps having been taken to enforce any security over the assets of any Borrower.

4. Properties

4.1 In relation to each Mortgage, the Borrower has a good and marketable title to the relevant Property in England and Wales, and (a) where the relevant Property is in the course of registration (or subject to first registration) at the Land Registry, the Seller has instructed solicitors to ensure that the Borrower will be registered with such title to the relevant Property as would be acceptable to a Prudent Mortgage Lender by reference to the then-applicable Lending Criteria, and (b) without limiting the foregoing, in the case of a leasehold Property (i) the lease cannot be forfeited on the bankruptcy of the tenant, and (ii) any requisite consent of the landlord to, or notice to the landlord of, the creation of the Related Security has been obtained or given.

4.2 Each Property is situated in England or Wales and each Property is the subject of security or charged to secure the repayment of those Loans and is of the kind permitted under the applicable Lending Criteria.

4.3 Each Loan is secured on a residential Property situated in England and Wales.

4.4 None of the property (other than the Loans) which is assigned under the Mortgage Sale Agreement consists of or includes any "stock" or "marketable securities" within the meaning of Section 125 of the Finance Act 2003, "chargeable securities" for the purposes of Section 99 of the Finance Act 1986 or a "chargeable interest" for the purposes of Section 48 of the Finance Act 2003 or Section 4 of the Land Transaction Tax and Anti-avoidance of Devolved Taxes (Wales) Act 2017.

5. Lending Criteria/Origination

5.1 Each Loan was originated by the Seller in accordance with the then current Lending Criteria and all preconditions to the making of the Loan were satisfied in all material respects, subject only to such exceptions and waivers as would be acceptable to a Prudent Mortgage Lender.

5.2 At origination of each Loan, the documents on which such Loan, the related Mortgages and Related Security have been granted are all in materially the same form as the applicable Standard Documentation.

5.3 At origination of each Loan, each Borrower who is an individual has been assessed in accordance with the documented underwriting process and lending policy and on the basis of their own merits and creditworthiness, without taking into account any guarantee of their obligations under any of the Loans, which may be provided by any third party as additional credit support.

5.4 At origination of each Loan, variable direct debit instructions in favour of the Seller were completed in respect thereof and such completed variable direct debit instructions are held by the Seller.

5.5 At the date of origination in relation to each Loan:

(a) the Seller instructed solicitors pursuant to the applicable Lending Criteria and received a Certificate of Title or Report on Title addressed to the Seller from such solicitors and a signed copy of that Certificate of Title or Report on Title (as applicable) is with the Loan File and such Certificate of Title or Report on Title did not disclose any matter which would (if applicable, after further investigation) have caused a Prudent Mortgage Lender, having regard to the then-applicable Lending Criteria, to decline to proceed with that Mortgage on the proposed terms; and

(b) a valuation of the relevant Property was undertaken (together with the relevant rental income estimate of the relevant Property in the case of a Buy-to-Let Loan) on behalf of the Seller by a valuer pursuant to the applicable Lending Criteria and a Valuation Report was obtained by the Seller. The disclosures made by the valuation were not such that, in the circumstances prevailing at that time, would have caused the relevant Property or related Loan application not to comply with the then-applicable Lending Criteria. An electronic copy of the valuation is contained in the Loan File. Such Valuation Report is dated not more than six months prior to the offer date of the relevant Loan and not more than twelve months prior to the date of completion of the relevant Loan.

5.6 To the best of the Seller's knowledge, in relation to at least one of the Borrower or the guarantor (in respect of guarantees covering in aggregate the full securitised exposure amount) all of the following are true:

(a) it has not been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within six years prior to the date of origination;

(b) it has not undergone a debt-restructuring process with regard to its non-performing exposures within three years prior to the Closing Date, the Additional Mortgage Loan Purchase Date or the relevant Testing Date, as applicable;

(c) at the time of origination of the relevant Loan, it did not appear on a register available to the Seller of persons with an adverse credit history;

(d) as the Portfolio Reference Date, it did not have a credit assessment or a credit score indicating that the risk of contractually agreed payments not being made was significantly higher than for comparable exposures held by the Seller which are not included in the Portfolio; and

(e) as at the date of origination it did not have a credit risk assessment indicating, based on the Seller's underwriting policy, a significant risk that contractually agreed payments will not be made.

5.7 Each loan was originated by the Seller in the ordinary course of business pursuant to underwriting standards that were no less stringent than those that the Seller applied at the time of origination to similar loans that are not securitised.

6. Insurance

6.1 Each Title Indemnity Policy is in full force and effect and all premiums thereon due on or before the Closing Date, the Additional Mortgage Loan Purchase Date or the relevant Testing Date, as applicable, have been paid in full.

6.2 At origination, each Property was insured under:

(a) a contingent buildings insurance policy arranged by the Borrower in accordance with the relevant Mortgage Conditions or under the buildings insurance policy arranged by the Seller; or

(b) in the case of a leasehold property or a commonhold property, a buildings insurance policy arranged by the relevant landlord or property management company.

7. Regulatory

7.1 No Loan is a Regulated Credit Agreement or an Article 3(1)(b) Credit Agreement. For these purposes "**Article 3(1)(b) Credit Agreement**" has the meaning given to the term in the FCA Handbook – Glossary.

7.2 No Loan (other than a CBTL Loan) is a Regulated Mortgage Contract.

7.3 Each Loan has, where applicable, been originated in compliance with the Mortgage Credit Directive Order 2015 or any modification or re-enactment thereof and the Seller is registered with the FCA as a lender in respect of CBTL Loans.

7.4 The documents on which the Loans, the related Mortgage and the Related Security have been granted comply with the applicable requirements of the Consumer Rights Act 2015 or any modification or re-enactment thereof.

7.5 The Seller has in connection with each Loan:

(a) carried out the identification and other procedures required under the Money Laundering Regulations 2007, the Guidance for the UK financial sector issued by the Joint Money Laundering Steering Group, and the Money Laundering sourcebook of the FCA Handbook; and

(b) complied with the requirements of the Terrorism Act 2000 and Proceeds of Crime Act 2002 to the extent (if any) that the same are applicable.

7.6 The Borrower was verified at origination and so far as the Seller is aware (the Seller having in place appropriate systems and controls to identify fraud) there is no evidence of any fraud in connection with the Loan.

7.7 The Seller has not at any time provided a Borrower with mortgage advice (as defined under Article 53A of the FSMA 2000 (Regulated Activities) Order 2001) in respect of the Loan.

7.8 The Seller is entitled to disclose information relating to each Borrower to the Issuer under the terms of the Mortgage Sale Agreement without contravening the Data Protection Legislation, and the Seller has complied with all applicable requirements of the Data Protection Legislation in relation to processing of personal data in connection with the Loans in all material respects.

7.9 No circumstances exist which are capable of making the relationship between the Seller and any Borrower who is an individual or a relevant recipient of credit (as those terms are defined in the

Consumer Credit Act 1974) unfair under Sections 140A to 140D of that Act or any modification or re-enactment thereof.

7.10 The Seller has created and maintained all records in respect of the Loans relevant to the Seller in all material respects, in accordance with any Requirement of Law, Regulatory Direction and to the standard of a Prudent Mortgage Lender and has procured that, since the creation of each Loan, full and proper accounts, books, records and the Loan File have been kept showing clearly all material transactions, payments, receipts and proceedings relating to that Loan and its Mortgage and all such accounts, books and records are up to date and accurate in all material respects.

7.11 Since the making of each Loan such Loan has been serviced in accordance with standards of care acceptable to a Prudent Mortgage Lender.

7.12 The Seller has not received any complaint in writing in relation to a Loan from any regulatory body (including the Financial Ombudsman Service) or any Borrower that the Seller has acted unfairly in relation to the setting of the interest rate in respect of the Loan.

7.13 To the extent that any Loan is a consumer buy-to-let mortgage contract under Article 4 of the Mortgage Credit Directive Order 2015, (i) the Seller has the requisite FCA authorisation, registration and permissions (as applicable) for making such Loans, and (ii) the Seller and the documents which evidence such Loans are in compliance with all of the relevant legal requirements of, and procedures set out in, FSMA, all secondary legislation made pursuant thereto, the Mortgage Credit Directive Order 2015, the FCA Handbook and the most recent relevant guidelines published by the FCA, as applicable.

7.14 The Seller has complied with all applicable requirements of the Financial Services (Distance Marketing) Regulations 2004 (as amended from time to time) (the "**DM Regulations**") and no Loan is cancellable in whole or in part as a result of any non-compliance with the DM Regulations.

8. General

8.1 The Seller has not received written notice of, or instigated, any litigation or claim (including, without limitation, forfeiture proceedings) relating to any Loan, the related Mortgage or Related Security and no notice of any such proceedings or claims has been received by the Seller (directly or indirectly) from a Borrower or any third party.

8.2 The Seller has not received any written notice of any litigation or claim (including, without limitation, forfeiture proceedings) brought by a third party relating to any Property.

8.3 The Seller is not required to make any deduction or withholding for or on account of tax from any payment it makes in respect of the Loans.

8.4 The Seller is a company that is resident for tax purposes only in the UK, and is not and will not be a "financial institution" within the meaning of Section 564B ITA 2007.

Neither the Security Trustee, the Arranger nor the Joint Lead Managers have undertaken any additional due diligence in respect of the application of the Lending Criteria and have relied entirely upon the representations and warranties referred to above which will be made by the Seller to the Issuer and the Security Trustee pursuant to the Mortgage Sale Agreement.

Product Switches

The Seller (or the Servicer on behalf of the Seller) may offer a Borrower (and the Borrower may accept), or a Borrower may request, a Product Switch.

For the avoidance of doubt, any Permitted Variation shall not constitute a Product Switch and may be made to the Loans without the requirement for the Servicer or the Seller to obtain any further consent or comply with any further condition.

If a Borrower requests, or the Seller or the Servicer (on behalf of the Seller) offers, a Product Switch under a Loan, the Seller or the Servicer (on behalf of the Seller) will be solely responsible for offering and documenting that Product Switch. Any Loan which has been subject to a Product Switch will remain in the Portfolio after the date that the Product Switch is made (the "**Switch Date**") unless and until it is repurchased in accordance with the Mortgage Sale Agreement. The Seller shall notify the Issuer no later than the date falling five Business Days following the Testing Date, if the Seller determines beyond a reasonable doubt that any of the following conditions (the "**Product Switch/Permitted Fee Capitalisation Amount Conditions**") are not satisfied as at the Testing Date (a "**Notice of Non-Satisfaction of Product Switch/Permitted Fee Capitalisation Amount Conditions**"):

(a) the Switch Date falls before the Optional Redemption Date;

(b) no Event of Default has occurred and is continuing;

(c) no Insolvency Event has occurred in relation to the Seller;

(d) each Loan and its Related Security which is the subject of a Product Switch (including in respect of any Permitted Fee Capitalisation Amount made in connection with the relevant Product Switch) complies, as at the Testing Date, with the Loan Warranties;

(e) the aggregate cumulative amount of Product Switches does not exceed more than 25% of (i) the Portfolio as at the Closing Date plus (ii) any Additional Mortgage Loans sold into the Portfolio before the First Interest Payment Date as at the First Interest Payment Date;

(f) the Class A and B Liquidity Reserve Fund is replenished up to an amount equal to the Previous Cash Liquidity Reserve Accumulated and the LF Replacement Date has not occurred;

(g) no Liquidity Facility Event of Default has occurred and is continuing;

(h) the Asset Test has not been breached as a consequence of the Seller granting the relevant Product Switch (including in respect of any Permitted Fee Capitalisation Amount made in connection with the relevant Product Switch);

(i) the Seller has provided to the Issuer and the Note Trustee a valid solvency certificate signed by an authorised signatory of the Seller within six months of the relevant Switch Date;

(j) the Class E Principal Deficiency Sub-Ledger does not have a debit balance as at the most recent Interest Payment Date after applying all Available Revenue Receipts on that Interest Payment Date;

(k) following the relevant Switch Date, the Current Balance of the Loan which is the subject of a Product Switch (excluding the amount of any Permitted Fee Capitalisation Amount in respect thereof) is not greater than the Current Balance of that Loan immediately prior to the Switch Date;

(l) the Product Switch does not result in an increase in amount or frequency of the Borrower's payments under the relevant Loan compared with the amount and frequency of the Borrower's payments immediately prior to the Product Switch;

(m) the Seller's underwriters have no obligations to re-underwrite the Loan in connection with, or as a result of, the Product Switch;

(n) there are sufficient Principal Receipts for payment of the Permitted Fee Capitalisation Amount; and

(o) on or prior to the Interest Payment Date following the Collection Period during which the Switch Date of such Loan has occurred, the Issuer enters into one or more new (or novated) hedging transactions substantially in the same form as the existing Swap Transactions entered into by the Issuer on or around the Closing Date (subject to any agreed changes in the notional amount and fixed rate(s)) in respect of any such Loan which has been subject to a Product Switch.

"**Permitted Fee Capitalisation Amount**" means a fee payable by the relevant Borrower in relation to a Product Switch which such fee the Borrower has elected to capitalise and add to the balance of its Loan.

A solvency certificate shall be valid for six months following the date on which it is issued.

The Seller must, in relation to the relevant Loan which is subject to a Product Switch, give the Loan Warranties as at the relevant Testing Date.

If no Notice of Non-Satisfaction of Product Switch/Permitted Fee Capitalisation Amount Conditions has been given in the required timeframe by the Seller to the Issuer, or has been so given and subsequently revoked by the Seller, then the Issuer must pay an amount equal to the Permitted Fee Capitalisation Amount in respect of such Product Switch to the Seller. The Permitted Fee Capitalisation Amount will be paid from Principal Receipts on or prior to the last day of the calendar month following the month in which the relevant Switch Date falls, to the extent that the Issuer has sufficient Principal Receipts on such date to make such payment, and otherwise on each succeeding Business Day until and to the extent that such Permitted Fee Capitalisation Amount is paid in full.

If a Notice of Non-Satisfaction of Product Switch/Permitted Fee Capitalisation Amount Conditions is served by the Seller in respect of the Loan subject to such Product Switch, then the Seller will have an obligation to remedy such breach within 30 days after delivering such Notice of Non-Satisfaction of Product Switch/Permitted Fee Capitalisation Amount Conditions to the Issuer. If such breach is not capable of remedy, or, if capable of remedy, is not remedied within the 30 day period, the Issuer will serve a Loan Repurchase Notice (as defined below) on the Seller. The Seller must then repurchase the Loan within 30-days of receipt of such Loan Repurchase Notice (or such other date as the Issuer may direct in the Loan Repurchase Notice, provided that the date so specified by the Issuer shall not be later than 30 days after receipt by the Seller of such Loan Repurchase Notice). Consideration for such repurchase shall be provided by payment in cash. See "*Repurchase by the Seller*" below.

Where, in relation to a proposed Product Switch or Permitted Fee Capitalisation Amount, the Seller or the Servicer (on behalf of the Seller) proposes making a Product Switch or a Permitted Fee Capitalisation Amount, the Seller may elect to repurchase the relevant Loan and its Related Security from the Issuer on or prior to the last day of the calendar month following the calendar month in which the Switch Date falls for a consideration equal to its Current Balance. Any such election must be made prior to the Testing Date following the relevant Switch Date. The Seller must pay to the Issuer the consideration for the relevant Loan and its Related Security which is the subject of a Product Switch or a Permitted Fee Capitalisation Amount on the last day of the calendar month following the calendar month in which such Product Switch or Permitted Fee Capitalisation Amount is made. For the avoidance of doubt, the Seller or the Servicer may make an offer to any Borrower for a Permitted Fee Capitalisation Amount only in connection with a Product Switch.

Permitted Fee Capitalisation Amounts

Under the Mortgage Sale Agreement, the Issuer has agreed that the Seller or the Servicer may offer or permit any Borrower to capitalise a Permitted Fee Capitalisation Amount in connection with a Product Switch. If a Borrower requests, or the Seller or the Servicer (on behalf of the Seller) offers, a Permitted Fee Capitalisation Amount to be capitalised under a Loan subject to a Product Switch, the Seller or the Servicer (on behalf of the Seller) will be solely responsible for offering and documenting that Permitted Fee Capitalisation Amount. Any Permitted Fee Capitalisation Amount in connection with a Product Switch shall be purchased by the Issuer on the Switch Date. The Seller shall issue a Notice of Non-Satisfaction of Product Switch/Permitted Fee

Capitalisation Amount Conditions to the Issuer no later than the date falling five Business Days following the Testing Date, if the Seller determines beyond a reasonable doubt that any of the Product Switch/Permitted Fee Capitalisation Amount Conditions are not satisfied as at the Testing Date.

The Seller must, in relation to the Loan which is subject to the Permitted Fee Capitalisation Amount, give the representations and warranties in respect of the Permitted Fee Capitalisation Amounts set out in the Mortgage Sale Agreement as at the relevant Switch Date. If no Notice of Non-Satisfaction of Product Switch/Permitted Fee Capitalisation Amount Conditions has been given in the required timeframe by the Seller to the Issuer, or has been so given and subsequently revoked by the Seller, then the Issuer must pay an amount equal to the Permitted Fee Capitalisation Amount to the Seller. An amount equal to the Permitted Fee Capitalisation Amount will be paid from Principal Receipts on or prior to the last day of the calendar month following the month in which the relevant Switch Date falls, to the extent that the Issuer has sufficient Principal Receipts on such date to make such payment, and otherwise on each succeeding Business Day until and to the extent that the amount of such Permitted Fee Capitalisation Amount is paid in full.

If a Notice of Non-Satisfaction of Product Switch/Permitted Fee Capitalisation Amount Conditions is served by the Seller in respect of the Loan subject to such Permitted Fee Capitalisation Amount, then the Seller will have an obligation to remedy such breach within 30 days after delivering such Notice of Non-Satisfaction of Product Switch/Permitted Fee Capitalisation Amount Conditions to the Issuer. If such breach is not capable of remedy, or, if capable of remedy, is not remedied within the 30 day period, the Issuer will serve a Loan Repurchase Notice on the Seller. The Seller must then repurchase the Loan within 30-days of receipt of such Loan Repurchase Notice (or such other date as the Issuer may direct in the Loan Repurchase Notice, provided that the date so specified by the Issuer shall not be later than 30 days after receipt by the Seller of such Loan Repurchase Notice). Consideration for such repurchase shall be provided by payment in cash.

Neither the Seller nor the Servicer (as applicable) shall be permitted to permit a Borrower to capitalise a Permitted Fee Capitalisation Amount relating to its Loan where that Loan is Delinquent or in Default.

Repurchase by the Seller

The Seller will agree to be liable for the repurchase of any Loan and its Related Security sold pursuant to the Mortgage Sale Agreement in the following circumstances:

(a) *Breach of Loan Warranties:* if any Loan Warranty made by the Seller in relation to that Loan and/or its Related Security proves to be materially untrue as at the Closing Date and on any Additional Mortgage Loan Purchase Date (as applicable) or in respect of a Loan subject to a Product Switch (including in respect of any Permitted Fee Capitalisation Amount made in connection with the relevant Product Switch), as at the Testing Date, and that default has not been remedied in accordance with the Mortgage Sale Agreement;

(b) *Breach of Product Switch conditions:* if a Notice of Non-Satisfaction of Product Switch/Permitted Fee Capitalisation Amount Conditions is served by the Seller to the Issuer in respect of the Loan subject to such Product Switch (including in respect of any Permitted Fee Capitalisation Amount made in connection with the relevant Product Switch), and the Issuer subsequently delivers a Loan Repurchase Notice to the Seller;

(c) *Additional Mortgage Loans*: if the Servicer determines on the Portfolio Test Date that the Portfolio does not satisfy the Additional Mortgage Loan Conditions as at the Portfolio Test Date, the Loans selected by the Seller (according to certain criteria) that would, if repurchased by the Seller, result in the Additional Mortgage Loan Conditions being satisfied as at the Portfolio Test Date (if such Loans are not substituted for other Additional Mortgage Loans which satisfy the Additional Mortgage Loan Conditions);

(d) *Cross-collateralised Mortgage Loan:* the Seller will also repurchase any Loan which the Seller has determined on any Calculation Date to be a Cross-collateralised Mortgage Loan as at the immediately preceding Collection Period Start Date; and

(e) *Further Advances*: a Further Advance is granted in respect of a Loan.

If there is a material breach of any of the Loan Warranties, on the relevant date, the Issuer will notify the Seller (with a copy to the Security Trustee) as soon as reasonably practicable and in any event within 30 days of discovery of such breach or breaches, specifying the Loans and/or the Related Security to which such breach or breaches relate and (in reasonable detail having regard to its level of knowledge) the facts giving rise to such breach or breaches and where practicable what, in its reasonable opinion, is its best estimate (on a without prejudice basis) of the amount of any warranty claim, and if such matter is capable of remedy, the Seller shall use all reasonable endeavours to remedy such matter within 45 days from and including the date upon which the Issuer or Security Trustee notifies it of the relevant breach.

If the matter giving rise to the breach of a Loan Warranty is capable of being remedied but the Seller fails to remedy such matter within the above 45-day period, or the relevant breach is not capable of being remedied, then the Issuer shall serve upon the Seller (with a copy to the Security Trustee) a loan repurchase notice in duplicate substantially in the form set out at schedule 4 (*Loan Repurchase Notice*) of the Mortgage Sale Agreement (the "**Loan Repurchase Notice**"), requiring the Seller to repurchase the relevant Loan and its Related Security.

Upon receipt of a Loan Repurchase Notice duly signed on behalf of the Issuer, the Seller shall promptly sign and return a duplicate copy, and the Seller shall be required to repurchase from the Issuer, and the Issuer shall accordingly assign or transfer to the Seller free from the Security created by or pursuant to the Deed of Charge, the relevant Loan or Loans and its (or their) Related Security. The repurchase of the relevant Loan and the payment of the purchase price shall take place on the date specified by the Issuer in the Loan Repurchase Notice, provided that the date so specified by the Issuer shall be a date no earlier than 30 days and no later than 45 days after receipt by the Seller of the Loan Repurchase Notice.

The consideration payable by the Seller in respect of the repurchase of an affected Loan and its Related Security shall be equal to the Current Balance of such Loan (disregarding for the purposes of any such calculation in the event that the Current Balance of such Loan has been reduced as a result of the exercise of any set-off right which the relevant Borrower has against the Seller, the amount of any such reduction in the Current Balance) as at the last day of the Collection Period immediately preceding the date of repurchase, plus the Issuer's costs and expenses (if any) associated with the transfer of such Loan and its Related Security to the Seller less an amount equal to all Collections received on the relevant Loan(s) and their Related Security from (but excluding) the last day of the Collection Period immediately preceding the date of such repurchase to (but excluding) the date of such repurchase.

Acquisition of Additional Mortgage Loans following the Closing Date

The Seller may (but is not obliged to) sell to the Issuer, in the period from and including the Closing Date up to and including the Calculation Date immediately preceding the Final Additional Mortgage Loan Purchase Date, Additional Mortgage Loans, to the extent that the relevant conditions to purchase in the Mortgage Sale Agreement are satisfied. The Issuer shall purchase Additional Mortgage Loans using amounts (if any) standing to the credit of the Pre-Funding Reserve and (to the extent there are insufficient funds standing to the credit of the Pre-Funding Reserve for such purpose) any Principal Receipts available to the Issuer up until the Calculation Date immediately prior to the First Interest Payment Date if and to the extent that the Issuer is permitted to do so by, and in accordance with, the Mortgage Sale Agreement and the Servicing Agreement.

In particular, any purchase of Additional Mortgage Loans by the Issuer will be subject to the following conditions (among other things) (the "**Additional Mortgage Loan Conditions**"):

(a) no Enforcement Notice having been served;

(b) either (i) the aggregate notional amounts of the existing Swap Transactions will be equal to or greater than the aggregate principal amount outstanding of the Fixed Rate Loans in the Portfolio following the purchase of the relevant Additional Mortgage Loans; or (ii) one or more new (or novated) hedging transactions substantially in the same form as the existing Swap Transactions entered into by the Issuer on or around the Closing Date (subject to any agreed changes in the notional amount and fixed rate(s)) have been put in place in relation to the relevant Additional Mortgage Loans;

(c) the relevant Additional Mortgage Loan was originated in line with the lending policy and pursuant to the Standard Documentation;

(d) the relevant Additional Mortgage Loan has a maturity date of at least two years prior to the Final Maturity Date;

(e) the relevant Additional Mortgage Loan has no more than zero months in arrears;

(f) the relevant Additional Mortgage Loan has a maximum current LTV of 80%;

(g) the relevant Additional Mortgage Loan has a fixed term no greater than five years;

(h) the purchase by the Issuer of the relevant Additional Mortgage Loan does not result in the aggregate Current Balance of all Loans made to a single Borrower in the Portfolio exceeding 2 per cent. of the aggregate Current Balance of all the Loans; and

(i) the Additional Mortgage Loan Portfolio Tests have been satisfied.

The Servicer shall confirm in writing to the Security Trustee and the Issuer (and upon which confirmation the Security Trustee shall be entitled to rely without enquiry or liability), that the Additional Mortgage Loan Conditions and other conditions set out in the Servicing Agreement have been satisfied or will be satisfied on the relevant Additional Mortgage Loan Purchase Date and the Seller shall represent and warrant that no Insolvency Event has occurred in respect to the Seller on such Additional Mortgage Loan Purchase Date.

Repurchase or substitution for Disqualified Loans by the Seller

If the Servicer determines on the Portfolio Test Date that the Portfolio does not satisfy the Additional Mortgage Loan Conditions as at the Portfolio Test Date, the Seller shall be required to (i) repurchase the Disqualified Loans; or (ii) substitute the Disqualified Loans with Substitute Loans.

Following delivery of the Servicer Reports in respect of each calendar month up to (and including) January 2027, the Servicer shall promptly notify the Issuer (copying the Security Trustee, the Seller, the Cash Manager, Talworth No. 4 Ltd (the "**Warehouse Borrower**") and the Swap Provider) if, on the Portfolio Test Date, the Servicer determines that the Portfolio does not satisfy the Additional Mortgage Loan Conditions as at the Portfolio Test Date.

The Seller shall select which Loans shall be Disqualified Loans by determining which Loans would, if the Seller repurchased such Loans in an amount equal to (i) the Current Balance of the relevant Loan (or the aggregate of the Current Balances of the relevant Loans, as the case may be) (disregarding for the purposes of any such calculation, in the event that the Current Balance of such relevant Loan(s) have been reduced as a result of the exercise of any set-off right which the relevant Borrower(s) have against the Seller, the amount of any such reduction in the Current Balance) as at the last day of the Collection Period immediately preceding the date of repurchase plus an amount equal to the Repurchase Costs (if any) in connection with such repurchase *less* (ii) an amount equal to all Collections received on the relevant Loan(s) and their Related Security from (but excluding) the last day of the monthly period immediately preceding the date of such repurchase to (but excluding) the date of such repurchase (the "**Repurchase Price**") in relation to such Loans and/or substituted such Loans with Substitute Loans, result in the lowest aggregate Current Balance of Loans being repurchased or substituted by the Seller required in order for the Portfolio (excluding such proposed

Disqualified Loans, but including any Substitute Loans) to satisfy the Additional Mortgage Loan Conditions as at the Portfolio Test Date. The Seller shall subsequently request the Servicer to (and the Servicer shall) re-run the Additional Mortgage Loan Conditions in respect of the Portfolio (excluding the Disqualified Loans but including Substitute Loans) on the Portfolio Test Date and promptly notify the Issuer, the Security Trustee and the Seller of its determination. The Servicer and the Seller shall repeat the procedure set forth above (as necessary) until the Additional Mortgage Loan Conditions are satisfied by the Seller. Upon receiving confirmation from the Servicer that the Portfolio (excluding the Disqualified Loans but including Substitute Loans) would satisfy the Additional Mortgage Loan Conditions, the Seller shall deliver a notice to the Issuer (copying the Seller, the Servicer, the Cash Manager, the Warehouse Borrower and the Swap Provider) pursuant to the Mortgage Sale Agreement, detailing which Disqualified Loans the Seller shall repurchase or in respect of which the Seller shall substitute for Substitute Loans.

Upon the occurrence of such events, the Issuer shall serve a Loan Repurchase Notice on the Seller requiring the Seller to repurchase or substitute for Substitute Loans each relevant Disqualified Loan at the Repurchase Price on the relevant Disqualified Loan Sale Date. A Disqualified Loan Sale Date must occur on or before the Interest Payment Date following receipt by the Seller of the relevant Loan Repurchase Notice. Any repurchase made in relation to a Disqualified Loan will be in an amount equal to the Repurchase Price.

Heter Iska Loan indemnities

The Seller has agreed in the Mortgage Sale Agreement to indemnify the Issuer from and against any and all losses, claims, liabilities, damages, costs and expenses suffered or incurred by the Issuer arising out of or in connection with any claim made by the Borrower for a Low Return (as defined in the Heter Iska Loan) or Loss of Capital (as defined in the Heter Iska Loan) under a Heter Iska Loan.

As used in this Prospectus:

"**Additional Mortgage Loan Portfolio Tests**" means, as of the Closing Date, the Portfolio Test Date or the relevant Additional Mortgage Loan Purchase Date (as applicable), the following tests in respect of the Portfolio that shall be satisfied on that date or in the case of the relevant Additional Mortgage Loan Purchase Date by the sale of any Additional Mortgage Loans:

(a) only with respect to the Additional Mortgage Loans that are purchased following the Closing Date (for the avoidance of doubt, excluding any Substitute Loans), the relevant Additional Mortgage Loan is an Atlas Funding 2023-1 Loan;

(b) the aggregate Current Balance of the largest ten Loans by Current Balance is less than or equal to £28,000,000;

(c) the aggregate Current Balance of the largest 20 Loans by Current Balance is less than or equal to £48,000,000;

(d) the weighted average current LTV is less than or equal to 72.50%;

(e) the aggregate Current Balance of Loans which have current LTV > 75% is less than or equal to 52.50% of the Portfolio by Current Balance;

(f) the Weighted Average Asset Margin over all Swap Transactions is at least equal to 2.1%;

(g) the weighted average remaining term is less than or equal to 270 months;

(h) the weighted average reversionary margin is at least equal to 4.79%;

(i) the aggregate Current Balance of Loans in Greater London and the South East does not exceed 87.00% of the Portfolio by Current Balance;

(j) the weighted average rental income coverage Ratio is at least equal to 160.00%;

(k) there is no Loan which is subject to a CCJ related to the Borrower;

(l) the aggregate Current Balance of Fixed Rate Loans which are not subject to hedging transactions substantially in the same form as any Swap Transactions entered into by the Issuer on or around the Closing Date (subject to any agreed change in the notional amount schedule and fixed rate(s)) does not exceed 3% of the Current Balance of all Fixed Rate Loans in the Portfolio;

(m) the aggregate Current Balance of Loans which are re-mortgaged loans is less than or equal to 80.00% of the Portfolio by Current Balance; and

(n) the aggregate Current Balance of Loans of the largest 10 Borrowers is less than or equal to 15.00% of the Portfolio by Current Balance.

provided that, where the relevant Additional Mortgage Loan is an Atlas Funding 2023-1 Loan, only the Additional Mortgage Loan Portfolio Test at paragraph ((a)above) and (k) above shall apply.

A Loan and its Related Security may also be repurchased by the Seller in certain circumstances where a Product Switch, is made. See "*Product Switches*" above.

"**Asset Test**" means:

(a) the Weighted Average Asset Margin over all Swap Transactions is at least equal to 1.95%;

(b) the reversion date of any relevant Fixed Rate Loan which is subject to a Product Switch (including in respect of any Permitted Fee Capitalisation Amount made in connection with the relevant Product Switch), following the relevant Switch Date, is no later than five years from the Optional Redemption Date;

(c) the relevant Loan which is subject to a Product Switch (including in respect of any Permitted Fee Capitalisation Amount made in connection with the relevant Product Switch) does not, following the relevant Switch Date, have a final maturity date beyond the date falling two years prior to the Final Maturity Date;

(d) following the relevant Switch Date:

(i) the Current Balance of the 10 largest Loans in the Portfolio is less than or equal to £28,000,000; and

(ii) the Current Balance of the 20 largest Loans in the Portfolio is less than or equal to £48,000,000; and

(e) as a result of product fee capitalisation, the individual current LTV does not exceed 80.00%.

"**Borrower Buildings Policy**" means, in relation to each Property, any individual or block buildings insurance policy relating to a Property which has been taken out in the name of the relevant Borrower and any other insurance contracts in replacement, addition or substitution therefor from time to time (including in each case any endorsements or extensions thereto as issued from time to time), and "**Borrower Buildings Policies**" has the corresponding meaning.

"**Business Day**" means a day (other than a Saturday or Sunday or a public holiday) on which banks are open for general business in London, United Kingdom.

"**Calculation Date**" means, in relation to a Collection Period, the day falling five Business Days prior to the Interest Payment Date immediately following the end of such Collection Period.

"**CBTL Loan**" means any Loan that is a Consumer Buy-to-let Mortgage Contract as defined by Article 4 of the Mortgage Credit Directive Order 2015 or any modification or re-enactment thereof.

"**CCJ**" means a county court judgment.

"**Certificate of Title**" means, in respect of a Property, a solicitor's or licensed conveyancer's report or certificate of title obtained by or on behalf of the Seller in respect of such Property, substantially in the form of the pro forma set out in the Standard Documentation.

"**Collection Period**" means the monthly period commencing on (and including) a Collection Period Start Date and ending on (but excluding) the immediately following Collection Period Start Date, except that the first Collection Period will commence on (and include) the first calendar day of the month following the Cut-Off Date and end on (and exclude) the Collection Period Start Date falling in January 2027.

"**Collection Period Start Date**" means the first calendar day of each calendar month (for the avoidance of doubt, the first Collection Period Start Date will be the first calendar day of the month following the Cut-Off Date).

"**Cut-Off Date**" means 30 September 2026.

"**Data Protection Legislation**" means: (a) the Data Protection Act 2018 (as amended); (b) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) as it forms part of domestic law by virtue of EUWA; and (c) all United Kingdom laws relating to processing of personal data and privacy (including, where applicable, the guidance and codes of practice issued by the Information Commissioner) and any laws or guidance that replaces them, including but not limited to Regulation (EU) 2016/679 as it forms part of domestic law by virtue of EUWA.

"**Default**" means any Loan in respect of which:

(a) one or more payments to be made by the Borrower in respect of such Loan are overdue by more than 90 days; or

(b) a breach of the Offer Conditions in respect of such Loan has occurred (unless the Servicer is notified in writing by the Seller that any such breach has been waived).

"**Delinquent**" means, in respect of any Loan, that one or more payments due by the Borrower in respect of such Loan are overdue by more than 30 days, or such Loan is otherwise deemed to be in Default.

"**Disqualified Loan Sale Date**" means the date on which the Seller repurchases or substitutes any Disqualified Loan.

"**Disqualified Loans**" means in respect of any Portfolio Test Date in which the Servicer makes the determination above, those Loans selected by the Seller (according to the criteria below) that would, if repurchased (or if substituted for Substitute Loans) by the Seller, result in the Additional Mortgage Loan Conditions being satisfied as at the Portfolio Test Date (any such Loan being a "**Disqualified Loan**").

"**Enforced Loan**" means a Loan in respect of which the Related Security has been enforced and the related Property has been sold.

"**Fixed Rate Loan**" means a Loan to the extent that and for such time as the interest rate payable by the relevant Borrower on all or part of the principal balance does not vary and is fixed for a certain period of time by the

Seller, although the Seller may agree to further periods during which the rate is fixed during the life of the Loan.

"**Flexible Loan**" means a Loan that incorporates features that give the Borrower options (which may be subject to certain conditions) to, among other things, make further drawings on the loan account and/or to overpay or underpay interest and/or underpay principal in a given month and/or overpay principal in excess of 10% per annum and/or take a payment holiday.

"**Heter Iska Loans**" means Loans in relation to which the Borrower and the Seller have entered into the HI Standard Form.

"**HI Standard Form** " means the heter iska standard form of the Seller.

"**Insurance Policies**" means, with respect to the Loans and their Related Security, the Borrower Buildings Policies and the Title Indemnity Policies and any other insurance contracts in replacement, addition or substitution thereof from time to time which relate to the Loans, and "**Insurance Policy**" means any one of them.

"**Monthly Instalment**" means the amount which the relevant Mortgage Conditions require a Borrower to pay on each monthly payment date in respect of that Borrower's Loan.

"**Mortgage**" means, in respect of any Loan, each first fixed charge by way of legal mortgage secured over a Property located in England or Wales, which is, or is to be, sold, assigned or transferred by the Seller to the Issuer pursuant to the Mortgage Sale Agreement which secures the repayment of the relevant Loan pursuant to the Mortgage Conditions applicable to it.

"**Mortgage Conditions**" means, in respect of a Loan, all the terms and conditions applicable to such Loan (including, without limitation, the Seller's relevant general conditions) as varied from time to time by the relevant loan agreement, the relevant Mortgage Deed and the Offer Conditions.

"**Mortgage Deed**" means, in respect of any Mortgage, the deed in written form creating that Mortgage.

"**Offer Conditions**" means, in respect of a Loan, the terms and conditions applicable to such Loan as set out in the offer letter to the relevant Borrower.

"**Permitted Fee Capitalisation Amount**" means a fee payable by the relevant Borrower in relation to a Product Switch which such fee the Borrower has elected to capitalise and add to the balance of its Loan.

"**Portfolio Test Date**" means the Calculation Date immediately prior to the First Interest Payment Date.

"**Product Switch**" means any variation in the financial terms and conditions applicable to a Loan other than any variation:

(a) agreed with a Borrower to control or manage actual or anticipated arrears on the Loan;

(b) agreed with a Borrower to extend the maturity date of the Loan (unless the maturity date would be extended to a date later than three years before the Final Maturity Date of the Notes, in which case such variation will constitute a Product Switch);

(c) imposed or required by statute, regulation or regulatory guidance;

(d) in the rate of interest payable in respect of a Loan; or

(e) agreed with a Borrower to change the Loan from an interest-only loan to a repayment loan requiring scheduled repayment of principal,

provided that with respect to paragraph (d) above:

(i) any variation in the rate of interest payable in respect of a Loan where the terms of the Loan change the rate of interest payable by a Borrower on termination of an interest discount for a fixed period of time or the terms of the Loan otherwise change the interest rate payable shall not be considered a Product Switch;

(ii) any variation in the rate of interest payable in respect of a Loan in order to reflect the amendment or replacement of the relevant reference rate applied to such Loan shall not be considered a Product Switch; and

(iii) any variation in the rate of interest payable in respect of a Loan not permitted or otherwise contemplated by paragraphs (i) and (ii) above or the relevant Mortgage Conditions (including any re-fixing of an interest rate) shall be considered a Product Switch.

Any variation to the terms of a Loan in accordance with paragraphs (a) to (e) above is a "**Permitted Variation**".

"**Property**" means a freehold, leasehold or commonhold property which is subject to a Mortgage.

"**Receiver**" means any person or persons appointed (and any additional person or persons appointed or substituted) as an administrative receiver, receiver, manager, or receiver and manager of the Charged Assets by the Security Trustee pursuant to the Deed of Charge.

"**Related Security**" means, in relation to a Loan, the security granted for the repayment of that Loan by the relevant Borrower, including the relevant Mortgage and all rights, remedies or benefits related thereto, including:

(a) the benefit of all affidavits, declarations, consents, renunciations, waivers and any deed of consent, deeds of postponement, ranking agreements and any rights against any person or persons in connection with the origination and completion of such Loan and Related Security;

(b) to the extent assignable, the benefit of Borrower Buildings Policies and any life policies, life policy assignments, assignations, priority letters, pension policies, deposited, charged, obtained or held in connection with the relevant Loan and Related Security;

(c) to the extent assignable (without the consent of the relevant counterparty), all causes and rights of action (whether assigned to the Issuer or otherwise) against valuers, solicitors, the Land Registry or any other person in connection with any report (including a report on title), Valuation Report, opinion, certificate, consent or other statement of fact or opinion given in connection with the relevant Loan or Related Security; and

(d) Title Indemnity Policies, assignments, searches, indemnities and related documentation and any other deed or document providing ancillary security or indemnity for repayment of any sums due from time to time under the relevant Loan.

"**Report on Title**" means any solicitor's or licensed conveyancer's report on title (or a copy thereof) obtained by or on behalf of the Seller in respect of each Property addressing all elements of a Certificate of Title that are applicable to the relevant Property and in such form and substance as would be acceptable to a Prudent Mortgage Lender.

"**Repurchase Cost**" means the Issuer's costs and expenses associated with transferring its interests in any Loan and its Related Security to the Seller.

"**Self-certified Loan**" means a Loan in respect of which the Borrower's income has not been verified.

"**Standard Documentation**" means the standard documentation of the Seller, a list or compact disk of which is set out in or appended to exhibit 1 (*Standard Documentation*) to the Mortgage Sale Agreement, or any update or replacement in respect of the same as the Seller may from time to time introduce (acting in accordance with the standards of a Prudent Mortgage Lender) including, without limitation, any amendments or variations thereto (such amendments to include, for the avoidance of doubt, amendments to the interest reference rate applied in respect of the Loans).

"**Substitute Loan**" means an Additional Mortgage Loan which satisfies the Additional Mortgage Loan Conditions and has a Current Balance at least equal to the Loan being substituted.

"**Title Indemnity Policies**" means, in relation to any Loan:

(a) on the Closing Date:

(i) the Properties-in-Possession insurance policy with policy reference B1735ND0002625-15-01 (PIP) underwritten by Syndicate 1686 (managed by AXIS Managing Agency Ltd) at Lloyds;

(ii) the Lenders-Interest Only insurance policy with policy B1735ND0002625-15-01 (LIO) underwritten by Syndicate 1686 (managed by AXIS Managing Agency Ltd) at Lloyds;

(iii) the Failure to Insure insurance policy with policy reference B1735ND0002625-15-01 (FTI) underwritten by Syndicate 1686 (managed by AXIS Managing Agency Ltd) at Lloyds; and

(iv) the block title insurance policy in the name of the Seller with policy numbers B1262BW0260224 and B1262BW0491423 (made available to the Seller by AXA XL Insurance Company UK Limited and Chaucer Syndicates Limited); and

(b) each other title insurance policy or policies relating to such Loan and referable to the relevant Property, together with any other title insurance policies in replacement, addition or substitution thereof or thereto from time to time which relate to such Loan and are referable to the relevant Property.

"**Weighted Average Asset Margin**" means at any date of determination:

$$\frac{(C(A-B))+(F(D-E))}{(C+F)}$$

where (in each case as at the immediately preceding Additional Mortgage Loan Purchase Date):

A = the weighted average interest rate of each Fixed Rate Loan within the Portfolio

B = the weighted average rate of interest in respect of the Swap Transactions

C = the aggregate Current Balance of each Fixed Rate Loan in the Portfolio

D = The weighted average interest rate of each variable rate Loan within the Portfolio

E = the SONIA Reference Rate

F = the aggregate Current Balance of each variable rate Loan within the Portfolio.

No active portfolio management

The Seller's rights and obligations to sell Loans and their Related Security to the Issuer and/or repurchase Loans and their Related Security from the Issuer pursuant to the Mortgage Sale Agreement (including with respect to breach of Loan Warranties or breach of the Additional Mortgage Loan Conditions and interest rate hedging) do not constitute active portfolio management for purposes of SECN 2.2.8 R.

Designated Reporting Entity

The Issuer has been designated as the UK Reporting Entity under SECN 6.3.1R(1) and has accepted such appointment.

In addition, the Issuer has contractually agreed to provide (or to procure the provision of) certain information and reports under Article 7 of the EU Securitisation Regulation as such requirements exist solely on the Closing Date.

Governing Law

The Mortgage Sale Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

Servicing Agreement

The Issuer, the Security Trustee, the Seller, the Servicer and the Back-Up Servicing Facilitator will enter into, on or around the Closing Date, an agreement pursuant to which the Servicer agrees to service the Loans and their Related Security (the "**Servicing Agreement**"). The Servicer will also be appointed to service the Additional Mortgage Loans (if any). The services to be provided by the Servicer are set out in the Servicing Agreement, and may include any services additional thereto as may be agreed to by the Issuer and the Servicer (the "**Services**").

On or about the Closing Date, the Servicer will be appointed by the Issuer and, as applicable, the Seller, to be its agent to service the Loans and their Related Security. The Servicer must comply with any proper directions and instructions that the Issuer and the Seller, or, following the Security Trustee notifying the Servicer that an Enforcement Notice has been served, the Security Trustee, may from time to time give to it in accordance with the provisions of the Servicing Agreement.

The Servicer's actions in servicing the Loans and their Related Security in accordance with the terms of the Servicing Agreement (including the procedures of the Servicer set out therein) are binding on the Issuer. The Servicer will also be appointed by the Seller under the Servicing Agreement to be its agent to service the Loans and their Related Security in the making of any Product Switches (including any related Permitted Fee Capitalisation Amount made in connection with the relevant Product Switch). For instance, the Servicer shall, on behalf of the Seller, make offers to Borrowers and accept applications from Borrowers.

Powers

The Servicer has the power, authority and right to do or cause to be done any and all things which it reasonably considers necessary, convenient or incidental to the provision of the Services on the terms and conditions of the Servicing Agreement.

Undertakings by the Servicer

The Servicer has undertaken, among other things, to:

(a) give such time and attention and exercise such skill, care and diligence in the performance of the Services and the other obligations contained in the Servicing Agreement and will provide those Services and perform such other obligations to the same standard as a Prudent Mortgage Lender;

(b) service the Loans and the Related Security in accordance with (i) the Servicing Agreement (including for the avoidance of doubt the Client Manual); (ii) all applicable Regulatory Requirements; and (iii) the Mortgage Conditions;

(c) at all times, employ and ensure that there are adequate resources and suitably qualified personnel to execute, perform and undertake the tasks and perform the obligations which the Servicer agrees to undertake and perform under the Servicing Agreement and to maintain suitable premises and equipment compatible with its obligations hereunder;

(d) to the extent practicable, comply with any proper and reasonable directions, orders and instructions which the Issuer may from time to time give to it in accordance with the provisions of the Servicing Agreement and which in any event are not inconsistent with the terms upon which it has been appointed under the Servicing Agreement nor with any applicable Regulatory Requirements;

(e) keep good, orderly and tidy credit, deed and other files in such a manner as would a Prudent Mortgage Lender including all material communications with all Borrowers under the relevant Loans (including material communications conducted by email, letter, phone or otherwise);

(f) keep in force all approvals, authorisations, permissions, consents and licences required in order to properly service the Loans and their Related Security and to perform or comply with its obligations under the Servicing Agreement, and to prepare and submit all necessary applications and requests for any further approvals, authorisations, permissions, registrations, consents and licences required in connection with the performance of the Services under the Servicing Agreement and in particular any necessary notification under Data Protection Laws and any authorisation and permissions under the FSMA;

(g) not knowingly fail to comply with any applicable legal and Regulatory Requirements in the performance of the Services;

(h) notify the Issuer upon becoming aware of any legal proceedings being taken against it or of any judgment or decree being given against it in any proceedings, which would, in each case, materially and adversely affect its ability to perform its obligations under the Servicing Agreement;

(i) make all payments required under the Servicing Agreement to be made by it on the due date for payment in Sterling (or as otherwise required under the Transaction Documents) in immediately available funds for value on such day without any set-off (including in respect of fees owed to the Servicer) except any deductions required by law (or as expressly permitted under the Servicing Agreement); and

(j) assist in the administration and performance, to the standards of a Prudent Mortgage Lender, of the arrangements for any insurance to which the Seller is a party or in which it has an interest and which relate to the Loans and Related Security.

"**Competent Authority**" means any person having regulatory and/or supervisory authority in the UK, or any part thereof, over all or any part of:

(a) the Services; or

(b) the business of the Servicer, the Seller or the Issuer in relation to the Services,

including, for the avoidance of doubt, the FCA and the Prudential Regulation Authority (to the extent applicable).

"**Data Protection Laws**" means to the extent applicable to the parties from time to time:

(a) the GDPR; and

(b) all other applicable laws relating to or impacting on the processing of Personal Data and privacy.

"**GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as it forms part of the domestic law by virtue of the EUWA.

"**Personal Data**" means any information of whatever nature satisfying the definition of "personal data" in the Data Protection Laws processed under the Master Definitions and Construction Schedule and other Transaction Documents.

"**Regulatory Requirements**" means all laws (including statute law, common law and the law of equity), binding court orders, judgments, decrees, regulations, rules, regulatory policies, government- or regulator-approved codes of practice issued by any Competent Authority (including, in the case of the United Kingdom, the FSMA, the Data Protection Laws, the MCDO and the FCA's six outcomes on Treating Customers Fairly) that are applicable:

(a) to the business of the Servicer;

(b) to the business of the Seller;

(c) to the business of the Issuer; and

(d) in any jurisdiction in which the Services are provided.

FCA Transparency Rules

The Issuer has appointed the Servicer to perform certain of the Issuer's obligations under the FCA Transparency Rules.

The Servicer on behalf of the Issuer shall prepare the UK SR Data Tape as required by and in accordance with SECN 6.2.1R(1), SECN 11 (including its Annexes) and SECN 12 (including its Annexes) (and which shall be provided in the form of the standardised template set out in SECN 11 Annex 2R and SECN 12 Annex 2R or as otherwise agreed between the Issuer and the Servicer).

The Servicer will publish each UK Investor Report, the Prospectus, each Transaction Document and each UK SR Data Tape in a manner consistent with the requirements of SECN 6.3 and, for these purposes, the information is made available to the Noteholders, the FCA, the Bank of England, the PRA and/or the Pensions Regulator (or their successors) and, upon request, to potential investors in the Notes, on the UK Securitisation Repository Website.

The Servicer shall publish without delay, (i) any inside information relating to the Issuer which the Issuer determines it is obliged to make pursuant to SECN 6.2.1R(6), SECN 11 (including its Annexes) and SECN 12 (including its Annexes) and will be disclosed to the public by the Issuer; or (ii) any significant event pursuant to SECN 6.2.1R(7), SECN 11 (including its Annexes) and SECN 12 (including its Annexes).

Article 7 of the EU Securitisation Regulation

The Issuer has appointed the Servicer to perform certain of the Issuer's contractually agreed obligations under Article 7 of the EU Securitisation Regulation (as such requirements exist solely on the Closing Date).

The Servicer, on behalf of the Issuer, shall prepare the EU SR Data Tape as required by and in accordance with Article 7(1)(a) of the EU Securitisation Regulation and the EU Article 7 Technical Standards applicable as at the Closing Date.

The Servicer will publish each EU Investor Report, the Prospectus, each Transaction Document and each EU SR Data Tape in a manner consistent with the requirements of Article 7(2) of the EU Securitisation Regulation

and, for these purposes, the information is made available to the Noteholders, the competent authorities and, upon request, to potential investors in the Notes, on the Reporting Website.

The Servicer shall publish without delay, (i) any inside information relating to the Issuer which the Issuer determines it is obliged to make public pursuant to Article 7(1)(f) of the EU Securitisation Regulation and will be disclosed to the public by the Issuer, or (ii) any significant event pursuant to Article 7(1)(g) of the EU Securitisation Regulation, in each case in accordance with the EU Article 7 Technical Standards, as such requirements exist solely on the Closing Date.

In the case of each of the Issuer's contractually agreed obligations under Article 7 of the EU Securitisation Regulation described above, such obligations only apply:

(a) as such articles and/or requirements under the EU Securitisation Regulation and the EU Article 7 Technical Standards described above are interpreted and applied solely on the Closing Date (and, for the avoidance of doubt, neither the Issuer, the Seller, the Servicer nor the Cash Manager will be under any obligation to comply with any amendments to applicable EU technical standards, guidance or policy statements introduced after the Closing Date);

(b) in the form or template prescribed under the EU Securitisation Regulation and the EU Article 7 Technical Standards as at the Closing Date only, or as otherwise adopted by the Servicer (in its sole discretion) from time to time;

(c) until such time as the Seller is able to certify to the Issuer and the Note Trustee that a competent EU authority has confirmed that the satisfaction of the requirements relating to the UK Securitisation Framework will also satisfy the requirements of Article 7 of the EU Securitisation Regulation due to the application of an equivalence regime or similar analogous concept;

(d) subject always to any requirement of law; and

(e) provided that:

  (i) neither the Issuer, the Seller, the Servicer nor the Cash Manager will be in breach of such obligation if it fails to so comply due to events, actions or circumstances beyond its control; and

  (ii) the Issuer, the Seller and the Servicer are only required to comply with such obligation to the extent that the disclosure requirements under Article 7 of the EU Securitisation Regulation and EU Article 7 Technical Standards (in each case, as in force as at the Closing Date) remain in effect.

Back-Up Servicing Facilitator

The Issuer will appoint the Back-Up Servicing Facilitator in accordance with the Servicing Agreement. If the Servicer's appointment is terminated, the Back-Up Servicing Facilitator shall use best efforts to identify, on behalf of the Issuer, and assist the Issuer in the appointment of a suitable substitute servicer in accordance with the Servicing Agreement.

Setting of Interest Rates on the Loans

Subject to the terms of the Servicing Agreement, the Servicer has undertaken to take certain steps once notified by the Seller of (a) any changes to be made to the interest rate applicable to any one or more Loans, or (b) a replacement of the benchmark rate currently applicable to any one or more Loans with an alternative benchmark rate selected by the Seller (including, in particular, (i) notifying such change to the affected Borrowers in accordance with the terms of the relevant Loans, the Mortgage Conditions and any applicable

Regulatory Requirements and (ii) recording such change and any consequential changes in the electronic systems used by the Servicer in relation to any such Loans).

Operation of the Collection Account

The Seller will operate the Collection Account, opened in the name of the Seller with HSBC Bank plc or such other bank with which the Collection Account is held from time to time (the "**Collection Account Bank**") in accordance with the terms of the Servicing Agreement and The Collection Account Declaration of Trust (as to which, see the section entitled "*The Collection Account Declaration of Trust*"). Revenue Receipts and Principal Receipts arising in relation to the Loans will be paid directly into the Collection Account. On each Business Day, the Seller shall transfer, or instruct the transfer of, all Collections in respect of the Loans and/or their Related Security standing to the credit of the Collection Account that are available to be withdrawn at that time to the Deposit Account.

Operation of the Expenses Account

The Servicer will operate the Expenses Account, opened in the name of the Seller with the Collection Account Bank or such other bank with which the Expenses Account is held from time to time in accordance with the terms of the Servicing Agreement. The Servicer shall have full access to monitor the Expenses Account and to withdraw sums on behalf of the Legal Title Holder as necessary (and to request that sums are deposited in the Expenses Account where required) to (i) pay any expenses incurred by the Legal Title Holder or the Servicer in connection with the services provided under the Servicing Agreement and which are or are intended to be recoverable from the related Borrower, (ii) reimburse to any Borrower any overpayments made by such Borrower, or (iii) provide to any person so entitled any excess proceeds in respect of any Loan and Related Security following the completion of the Enforcement Procedures in respect of such Loan and Related Security.

The Servicer shall, in accordance with the provision of the Servicing Agreement and Servicer's client manual set out at schedule 3 (*Client Manual*) of the Servicing Agreement (as thereafter amended by the Servicer from time to time in accordance with the terms of the Servicing Agreement (provided that any changes which would adversely affect the interests of the Issuer, the Seller, or following the occurrence of a Servicer Termination Event pursuant to clause 19 (*Termination*) of the Servicing Agreement, by the Back-Up Servicing Facilitator) shall require the prior consent of such person)) (the "**Client Manual**") (i) assess whether any claims notified to it constitute expenses payable from the Expenses Account, (ii) (to the extent there are funds available in the Expenses Account) pay such expenses from the Expenses Account and (iii) not cause the Expenses Account to become overdrawn. The Servicer shall not be liable for any breach or failure of its obligations to perform the Services from time to time that may have arisen as a result of the failure of the Servicer to pay the relevant expense as a result of insufficient funds being available in the Expenses Account to make the payment of the relevant expense.

The Servicer shall monitor the Expenses Account and shall calculate, not more than eight nor less than four Business Days prior to the end of the then-current Collection Period but before the provision of the Monthly Request, the amount (the "**Monthly Increase**") by which the Expenses Account needs to be credited so that the Expenses Account has a credit balance of at least £7,500 at the start of the following Collection Period.

The Servicer shall provide the Cash Manager (on behalf of the Issuer) with a written request (the "**Monthly Request"**) in a form to be agreed between the Cash Manager (on behalf of the Issuer) and the Servicer not less than four Business Days prior to the end of such current Collection Period to credit the Expenses Account with an amount equal to the Monthly Increase.

"**Legal Title Holder**" means, in respect of any Loan and its Related Security:

(a) the Seller (prior to the transfer of such Loans and Related Security to the Issuer as a result of the occurrence of a Perfection Event in respect of the same); or

(b) the Issuer (following the transfer of such Loans and Related Security to the Issuer as a result of the occurrence of a Perfection Event in respect of the same).

Replacement of Collection Account Bank

(i) *Collection Account Bank Rating*

The Servicer shall monitor the Collection Account Bank Rating and if the rating of the Collection Account Bank falls below the Collection Account Bank Rating it shall notify the other parties to the Servicing Agreement. If the rating of the Collection Account Bank falls below the Collection Account Bank Rating and there exists a financial institution having a rating of at least the Collection Account Bank Rating and which is a bank as defined in Section 991 of the Income Tax Act 2007, the Servicer shall assist the Seller (or any other entity which may then hold legal title to the Loans and their Related Security) to, and the Seller (or any other entity which may then hold legal title to the Loans and their Related Security) shall, as soon as reasonably practicable (such time period to be not more than 35 calendar days) following such occurrence:

(a) open a replacement Collection Account and an Expenses Account in the name of the Seller with a financial institution:

(i) having a rating of at least the Collection Account Bank Rating;

(ii) approved in writing by the Issuer and the Security Trustee; and

(iii) which is a bank as defined in Section 991 of the Income Tax Act 2007; or

(b) obtain an unconditional and unlimited guarantee of the obligations of the Collection Account Bank from a financial institution having the Collection Account Bank Rating; or

(c) take any other action as the Rating Agencies may confirm will not result in a downgrade of the Notes.

(ii) *Insolvency Event*

The Servicer shall monitor the Collection Account Bank for any Insolvency Event and notify the other parties to the Servicing Agreement in the event of the occurrence of an Insolvency Event in respect of the Collection Account Bank. Following notification of an Insolvency Event in respect of the Collection Account Bank, the Seller shall, as directed by the Issuer or, following the service of an Enforcement Notice, the Security Trustee shall (as agreed in writing by the Seller), terminate the appointment of the Collection Account Bank immediately upon the giving of notice to it and the Seller shall open a replacement Collection Account and a replacement Expenses Account, in each case in the name of the Seller, with a financial institution which (a) is approved in writing by the Issuer and the Security Trustee, (b) is a bank as defined in Section 991 of the Income Tax Act 2007, and (c) is of reputable standing, as soon as reasonably practicable and in any event within 30 calendar days. In the event a replacement collection account is opened, the Seller shall procure that (i) all Direct Debit mandates are transferred to such replacement collection account, (ii) all payments made by a Borrower under a payment arrangement other than the Direct Debiting Scheme are made to such replacement collection account from the date on which the replacement collection account is opened and (iii) all amounts standing to the credit of the Collection Account be transferred to the replacement collection account promptly after the replacement collection account is opened.

"**Direct Debiting Scheme**" means the system for the manual or automated debiting of bank accounts by Direct Debit operated in accordance with the detailed rules of certain members of the Association for Payment Clearing Services.

In the event a replacement expenses account is opened, the Seller shall procure that (i) all amounts standing to the credit of the Expenses Account are transferred to the replacement expenses account promptly after such replacement expenses account is opened and (ii) any payment instructions held by the Cash Manager are

updated to facilitate the payment of amounts from the Deposit Account into such replacement expenses account where required in accordance with the provisions of the Servicing Agreement and the Cash Management Agreement.

Cash Flow Model

Lendco will make available to the holders of the Notes a cash flow model, either directly or indirectly through one or more entities which provide such cash flow models to investors generally. Lendco shall procure that such Cash Flow Model precisely represents the contractual relationship between the Loans and the payments flowing between the Seller, investors in the Notes, other third parties and the Issuer. The Cash Flow Model shall be made available via the Reporting Website and the UK Securitisation Repository Website until the Notes have been redeemed in full on an ongoing basis to investors in the Notes and potential investors upon request.

Compensation of the Servicer

The Servicer receives fees under the terms of the Servicing Agreement. In consideration for providing the Services set out in the Servicing Agreement, the Issuer shall pay to the Servicer the following fees:

(a) the aggregate of the Primary Servicing Fee and the Special Servicing Fee; *plus*

(b) the Redemption Fees; *plus*

(c) the Repeat Redemption Statement Fees*; plus*

(d) the Additional Servicing Costs.

"**Additional Service**" means each task listed in annex 1 (*Additional Services and Associated Additional Servicing Costs*) of schedule 1 (*Fees*) of the Servicing Agreement.

"**Additional Servicing Costs**" means the fees set opposite each relevant Additional Service in annex 1 (*Additional Services and Associated Additional Servicing Costs*) of schedule 1 (*Fees*) of the Servicing Agreement, as amended from time to time.

"**Primary Servicing Fee**" means a fee equivalent to 0.175% per annum (exclusive of VAT) multiplied by the average of the total outstanding principal balance of all of the Loans serviced by the Servicer during the relevant month (on the basis of the actual number of days in that quarter and a year of 365 days (366 days in any leap year)) (exclusive of any applicable VAT).

"**Redemption Fee**" means a fee of £199.00 (exclusive of any applicable VAT) for each Loan that is redeemed in full.

"**Repeat Redemption Statement Fee**" means a fee of £25.00 (exclusive of any applicable VAT) for each occasion that a repeat redemption statement is required by and provided to a borrower.

"**Special Servicing**" means the services provided by the Servicer in relation to the servicing, management and maintenance of Loans in respect of which one or more payments due by the Borrower in respect of such Loans are overdue and the Related Security in accordance with the Servicing Agreement.

"**Special Servicing Fee**" means a fee of 0.35% per annum multiplied by the average of the total outstanding principal balance of all of the Loans in respect of which Special Servicing is performed by the Servicer during the relevant month (on the basis of the actual number of days in that month and a year of 365 days (366 days in any leap year)) (exclusive of any applicable VAT).

The Servicing Fee is payable monthly in arrears on each Interest Payment Date in the manner contemplated by and in accordance with the Pre-Enforcement Revenue Priority of Payments or, as the case may be, the Post-Enforcement Priority of Payments.

Removal of the Servicer

Subject to the prior written consent of the Security Trustee, the Issuer may, by notice in writing to the Servicer (with a copy to the Security Trustee, the Seller and the Back-Up Servicing Facilitator), terminate the Servicer's appointment under the Servicing Agreement if any of the following events (each, a "**Servicer Termination Event**") occurs and is continuing:

(a) the Servicer defaults on the payment on the due date of any payment due and payable by it under the Servicing Agreement and the Servicer fails to remedy it for a period of ten Business Days after:

  (i) (where the failure to pay has arisen other than as a result of a Disruption Event) upon the earlier of the Servicer becoming aware of such default and the receipt by the Servicer of written notice from the Issuer or (after the delivery of an Enforcement Notice) the Security Trustee, as the case may be, (with a copy to the Back-Up Servicing Facilitator) requiring the same to be remedied; or

  (ii) (where the failure to pay has arisen as a result of a Disruption Event) the cessation of the relevant Disruption Event or, if earlier, 20 Business Days following the Servicer becoming aware of such default and receipt by the Servicer of written notice from the Issuer or (after the delivery of an Enforcement Notice) the Security Trustee, as the case may be, (with a copy to the Back-Up Servicing Facilitator) requiring the same to be remedied;

(b) the Servicer defaults in the performance or observance of any of its other covenants and obligations under the Servicing Agreement, which failure in the reasonable opinion of the Issuer (prior to the delivery of an Enforcement Notice) or the opinion of the Security Trustee (after the delivery of an Enforcement Notice) is materially prejudicial to the interests of the Noteholders, and the Servicer does not remedy that failure within 20 Business Days after the earlier of the Servicer becoming aware of the failure or of receipt by the Servicer of written notice from the Issuer or (after the delivery of an Enforcement Notice) the Security Trustee, as the case may be, (with a copy to the Back-Up Servicing Facilitator) requiring the Servicer's non-compliance to be remedied provided that where the relevant default occurs as a result of a default by any person to whom the Servicer has sub-contracted or delegated part of its obligations hereunder, such default shall not constitute a Servicer Termination Event if, within such period of 20 Business Days, the Servicer (i) terminates the relevant sub-contracting or delegation arrangements, (ii) takes such steps as the Issuer or (following receipt by the Servicer from the Security Trustee of a copy of an Enforcement Notice) the Security Trustee may in its absolute discretion specify to remedy such default and (iii) indemnifies the Issuer and the Security Trustee against the consequences of such default;

(c) the occurrence of an Insolvency Event in relation to the Servicer;

(d) the Servicer ceases to carry on the whole of its business or ceases to carry on the whole or substantially the whole of its mortgage servicing business; or

(e) it is or becomes unlawful for the Servicer to perform or comply with any of its obligations under the Servicing Agreement.

In determining whether to provide or withhold consent to the termination of the Servicer by the Issuer, the Security Trustee shall have regard to factors it deems to be relevant (including for this purpose, the availability of a substitute servicer and the effect (including any potential regulatory implications) on the Issuer of not having a servicer in place at any time). Upon the termination of the Servicer as servicer under the Servicing

Agreement, the Issuer shall use its reasonable endeavours to appoint a substitute servicer that satisfies the conditions set forth in the Servicing Agreement.

"**Disruption Event**" means either or both of:

(a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for the payments to be made in connection with a Transaction Document (or otherwise in order for the transactions contemplated by the Transaction Documents to be carried out) which disruption is not caused by, and is beyond the control of, the relevant party seeking to rely on such disruption; and/or

(b) the occurrence of any other event which results in the disruption (of a technical or systems related nature) to the treasury or payments operations of the party seeking to rely on such disruption which prevents that party, or any other party to the Transaction Documents, from:

(i) performing its payment obligations under the Transaction Documents; or

(ii) communicating with any other party to a Transaction Document in accordance with the terms of the relevant Transaction Documents.

Servicer Termination with Cause

The Servicer may resign as servicer on written notice to the Issuer, the Security Trustee, the Seller and the Back-Up Servicing Facilitator (a "**Notice of Termination with Cause**") in the event that:

(a) the Issuer is in material breach of the Servicing Agreement (or commits a series of breaches which together constitute a material breach of the Servicing Agreement) which is either: (i) incapable of being remedied; or (ii) is capable of being remedied and remains unremedied within thirty (30) days' after receipt by the Issuer of a written notice from the Servicer specifying the breach and requiring it to be remedied; or

(b) the Issuer fails to pay any sum which is due under the Servicing Agreement to the Servicer and that sum remains unpaid for five (5) Business Days after receipt by the Issuer of a written notice from the Servicer specifying the breach and requiring it to be remedied; or

(c) it becomes unlawful under any Regulatory Requirements for the Servicer or any other party to comply with the Servicing Agreement or a substantial part of it or in the event that a Competent Authority lawfully directs the Servicer to terminate its appointment under the Servicing Agreement.

Any termination of the appointment of the Servicer under the Servicing Agreement pursuant to paragraphs (a) and (b) above shall take effect on the later of:

(a) the date specified in the relevant Notice of Termination with Cause; and

(b) the earlier of:

(i) the expiry of 60 days from the date on which the relevant Notice of Termination with Cause was given to the Issuer, the Security Trustee, the Seller and the Back-Up Servicing Facilitator in accordance with clause 19.2(a) of the Servicing Agreement; and

(ii) the appointment by the Issuer of a substitute servicer which satisfies the conditions set out in clause 19.3 (*Voluntary Termination*) of the Servicing Agreement.

Upon receipt of a Notice of Termination with Cause, the Issuer shall use reasonable endeavours to promptly appoint a substitute servicer which satisfies the conditions set out in clause 19.3 (*Voluntary Termination*) of the Servicing Agreement.

Voluntary Resignation and Termination

The Servicer may voluntarily resign by giving not less than sixty (60) days' written notice to the Seller (or such shorter notice period as may be agreed between the Servicer and the Seller) with a copy of such notice to the Security Trustee, the Issuer and the Back-Up Servicing Facilitator.

The Seller may also terminate the appointment of the Servicer, without fault, by giving not less than sixty (60) days' written notice to the Servicer (or such shorter notice period as may be agreed between the Servicer and the Seller) with a copy of such notice to the Security Trustee, the Issuer and the Back-Up Servicing Facilitator.

Any such resignation or termination shall not be effective unless: (i) a substitute servicer shall be appointed, such appointment to be effective not later than the date of such termination; (ii) where required, such substitute servicer is authorised or exempt to act as such under the FSMA and has the requisite experience of servicing residential mortgage loans in the United Kingdom and is approved by the Issuer and the Security Trustee; (iii) such substitute servicer enters into a servicing agreement with the Issuer on terms commercially acceptable in the market, pursuant to which the substitute servicer agrees to assume and perform all the material duties and obligations of the Servicer under the Servicing Agreement; and (iv) (if the Notes remain outstanding) the then-current ratings of the Notes are not adversely affected as a result thereof, unless the Noteholders (acting by way of an Extraordinary Resolution) otherwise agree.

Delivery of documents and records

If the appointment of the Servicer is terminated or the Servicer resigns, the Servicer must deliver to the Issuer or the Security Trustee (or as the Issuer or the Security Trustee shall direct in writing and, in the event of a conflict between directions from the Issuer and directions from the Security Trustee, the directions from the Security Trustee shall prevail), *inter alia*, the Title Deeds and Loan Files relating to the Loans and their Related Security in its possession.

Neither the Note Trustee nor the Security Trustee is obliged to act as servicer under any circumstances.

Enforcement Procedures

The Servicer shall act in the manner of a Prudent Mortgage Lender to collect all payments due under or in connection with the Loans and the Related Security and to enforce all covenants and obligations of each Borrower in accordance with the Enforcement Procedures in the event that they become enforceable under the terms of the relevant Loan provided that the Servicer may not agree to (i) extend the term of any Loan (ii) grant any waiver of principal due or interest under a Loan or (iii) vary or amend the terms and conditions of a Loan.

Immediately upon the Servicer becoming aware of the commencement or intended commencement of any proceedings against a Borrower by any third party in relation to any Property which is the subject of any Related Security or Loan, the Servicer shall forthwith, as agent of the Seller and at the Issuer's cost take all such actions as a Prudent Mortgage Lender would take as owner of the Loans, including actions which would enable the Seller to enforce its rights under the Related Security in respect of the relevant Loan in accordance with the provisions of the Servicing Agreement. Neither the Seller nor the Issuer's prior authority for such actions shall be required.

The Servicer shall procure that if, upon completion of the Enforcement Procedures in respect of any Loan and Related Security, an amount in excess of all sums due by the relevant Borrower is recovered or received into the Collection Account, the balance, after discharge of all sums due by such Borrower, is paid to the person or

persons so entitled from amounts standing to the credit of the Expenses Account in accordance with paragraph 5 (*The Expenses*) of schedule 2 (*Banking*) of the Servicing Agreement.

"**Enforcement Procedures**" means the exercise by the Servicer on behalf of the Seller of the rights and remedies of the Seller against a Borrower in relation to the security for the relevant Borrower's obligations arising as a result of any Loan being in Default, or arising from any breach by the relevant Borrower under or in connection with any Related Security, in each case in accordance with the procedures described in the Client Manual or such other procedures as may be agreed from time to time by the Servicer and the Seller.

Limit to Servicer's Liability

The Servicer's aggregate liability under or in connection with the Servicing Agreement (whether under contract including by way of indemnity, tort including negligence, statute or otherwise) in any twelve (12) month period shall not exceed one times the aggregate amount of fees paid and payable to the Servicer under the Servicing Agreement during that twelve (12) month period. The limitation of liability applies in the aggregate with respect to any and all events or circumstances occurring during the relevant twelve (12) month period, irrespective of when a claim, action or proceeding may be brought or initiated against the Servicer with respect to such events or circumstances. The relevant twelve (12) month period shall be calculated as follows:

(a) in the event of a single claim, action or proceeding, the relevant twelve (12) month period shall be the twelve (12) months preceding the events or circumstances giving rise to such claim, action or proceeding; and

(b) in the event of two or more claims, actions or proceedings arising with respect to any events or circumstances occurring within the same twelve (12) month period, the relevant twelve (12) month period shall be the twelve (12) months preceding the last of the events or circumstances giving rise to such claims, actions or proceedings.

Governing Law

The Servicing Agreement and any non-contractual obligations arising out of or in connection with it will be governed by English law.

Cross-collateral Mortgages and Cross-collateral Rights

The conditions of each of the Mortgages (each a "**Cross-collateral Mortgage**") provide, among other things, some rights (the "**Cross-collateral Rights**") which allow the relevant mortgagee of any such Cross-collateral Mortgage:

(a) to declare immediately due and repayable each liability secured by that Cross-collateral Mortgage and to exercise the statutory power of sale under that Cross-collateral Mortgage if and when the mortgagee of any other Cross-collateral Mortgage in the name of the same mortgagor is entitled to declare immediately due and repayable any liability secured by that other Cross-collateral Mortgage; and

(b) to apply the proceeds of enforcement under the Cross-collateral Mortgages of the relevant mortgagor against all liabilities secured by the Cross-collateral Mortgages.

On or about the Closing Date, the Issuer will enter into an accession deed (the "**Cross-collateral Mortgage Rights Accession Deed**") to the cross-collateral mortgage rights deed dated 1 February 2021 entered into by and amongst, *inter alios*, the Seller and BNY Mellon Corporate Trustee Services Limited (the "**Cross-collateral Mortgage Rights Deed**") to regulate the respective rights between each person who, as of the date of this Prospectus, has a beneficial interest in any Mortgage that is a Cross-collateral Mortgage that includes Cross-collateral Rights which may apply to one or more of the Mortgages.

The Cross-collateral Mortgage Rights Deed seeks to provide that each party thereto who is a beneficial owner of a Cross-collateral Mortgage: (i) shall only have Cross-collateral Rights in respect of Cross-collateral Mortgages that it beneficially owns; (ii) waives all rights to exercise Cross-collateral Rights in respect of other Cross-collateral Mortgages which are not beneficially owned by it; (iii) waives all rights to take any action or proceedings against any other beneficial owner of Cross-collateral Mortgages to exercise the Cross-collateral Rights of that other beneficial owner; (iv) waives any rights to the proceeds of enforcement of Cross-collateral Mortgages not beneficially owned by it; and (v) agrees that if it enforces a Cross-collateral Mortgage in respect of which Cross-collateral Rights attach, the proceeds of such enforcement after deduction of all related costs and expenses shall be applied by or on behalf of it in respect of the Cross-collateral Mortgages beneficially owned by it firstly to repay all amounts owing by the mortgagee under the enforced Cross-collateral Mortgage beneficially owned by it in accordance with the applicable Mortgage Conditions and, secondly, to the extent there are additional proceeds of enforcement, apply such proceeds in accordance with the approach of a Prudent Mortgage Lender.

The Seller covenants that it will use its reasonable endeavours to prevent, and will not facilitate or otherwise permit, the enforcement of any Cross-collateral Rights by any other party to the Cross-collateral Mortgage Rights Deed in respect of any Mortgage (as defined in the Cross-collateral Mortgage Rights Deed) except in the circumstances and to the extent that such party is not prohibited by the provisions of a Cross-collateral Mortgage Rights Accession Deed (as defined in the Cross-collateral Mortgage Rights Deed) from exercising Cross-collateral Rights in respect of that Mortgage.

Deed of Charge

On the Closing Date, the Issuer will enter into the Deed of Charge with, *inter alios*, the Security Trustee.

Security

Under the terms of the Deed of Charge, the Issuer will provide the Security Trustee with the benefit of, *inter alia*, the following security (the "**Security**") as trustee for itself and for the benefit of the Secured Creditors (including the Noteholders and the Certificateholders):

(a) an assignment by way of security of (and, to the extent not assigned, a charge by way of first fixed charge over) the Issuer's rights, title, interest and benefit in, to and under the Transaction Documents (other than the Trust Deed and the Deed of Charge) and any sums derived therefrom (provided that the assignment by way of security of the Issuer's rights under the Swap Agreement shall be subject to any rights of set-off or netting provided for thereunder);

(b) an assignment by way of security of (and, to the extent not assigned, a charge by way of first fixed charge over) the Issuer's interest in the Loans and their Related Security and other related rights comprised in the Portfolio and any sums derived therefrom;

(c) an assignment by way of security of (and, to the extent not assigned, a charge by way of first fixed charge over) the Issuer's rights, title, interest and benefit in, to and under Insurance Policies assigned to the Issuer pursuant to the Mortgage Sale Agreement;

(d) a charge by way of first fixed charge over the Issuer's interest in its bank and/or securities accounts (including the Deposit Account, the Swap Cash Collateral Account, the Class A and B Liquidity Reserve Fund Account, the Standby Account and the Issuer Profit Account and the Swap Securities Collateral Account) maintained with the Issuer Account Bank and/or with any other bank or custodian and any sums or securities standing to the credit thereof;

(e) a charge by way of first fixed charge over the Issuer's interest in all Authorised Investments permitted to be made by the Issuer (or the Cash Manager on behalf of the Issuer) acting on the instructions of the Servicer on its behalf;

(f) an assignment by way of first fixed security (and, to the extent not assigned, a charge by way of first fixed charge over) (but subject to the right of reassignment) the benefit of the Issuer's rights, title, interest and benefit under the Collection Account Trust (created pursuant to the Collection Account Declaration of Trust) and the Expenses Account Trust (created pursuant to the Expenses Account Declaration of Trust); and

(g) a floating charge over all assets of the Issuer not otherwise subject to the charges referred to above or otherwise effectively assigned by way of security (whether or not such assets are the subject of the charges referred to above).

"**Authorised Investments**" means money market funds **provided that**, in all cases such investments will only be made such that there is no withholding or deduction for or on account of taxes applicable thereto and such investments: (i) have a maturity date of 30 days or less and mature on or before the next Interest Payment Date or within 30 days, whichever is the sooner; (ii) may be broken or demanded by the Issuer (at no cost to the Issuer) before the next following Interest Payment Date or within 30 days, whichever is sooner; and (iii) are rated at least A by DBRS (if applicable) or have a DBRS Minimum Equivalent Rating and at least F1+ (short term) or in respect of money market funds an AAAmmf money market fund rating by Fitch, save that where such investments would result in the recharacterisation of the programme, the Notes or any transaction under the Transaction Documents as a "re-securitisation" or a "synthetic securitisation" as defined in Articles 4(63) and 242(11), respectively, of Regulation (EU) No. 575/2013 as it forms part of domestic law by virtue of the EUWA, such investments shall not qualify as authorised investments.

"**Secured Creditors**" means the Security Trustee, any Receiver appointed by the Security Trustee pursuant to the Deed of Charge, the Note Trustee, the Noteholders, the Certificateholders, Holdings, the Seller, the Servicer, the Back-Up Servicing Facilitator, the Cash Manager, the Swap Provider, the Issuer Account Bank, the Custodian, the Corporate Services Provider, the Liquidity Facility Provider, the Paying Agents, the Registrar, the Agent Bank, the UK Securitisation Repository and EuroABS (acting on behalf of the UK Reporting Entity) and any other person who is expressed in any deed supplemental to the Deed of Charge to be a secured creditor.

"**Transaction Documents**" means the Servicing Agreement, the Liquidity Facility Agreement, the Agency Agreement, the Bank Account Agreement, any Custody Agreement, the Collection Account Declaration of Trust, the Expenses Account Declaration of Trust, the Deed Poll, the Cash Management Agreement, the Corporate Services Agreement, the Deed of Charge, the Swap Agreement, the share trust deed dated 10 August 2026 (the "**Share Trust Deed**"), the power of attorney granted by the Issuer in favour of the Security Trustee under the Deed of Charge (the "**Issuer Power of Attorney**"), a master definitions and construction schedule made between, among others, the Issuer, the Seller and the Security Trustee (the "**Master Definitions and Construction Schedule**"), the Mortgage Sale Agreement, the power of attorney granted by the Seller in favour of the Issuer and the Security Trustee on the Closing Date (the "**Seller Power of Attorney**"), the power of attorney granted by the Issuer in favour of the Servicer on the Closing Date under the Servicing Agreement (the "**Servicer Power of Attorney**"), the Cross-collateral Mortgage Rights Accession Deed, the Trust Deed and such other related documents which are referred to in the terms of the above documents or which relate to the issue of the Notes and/or the Residual Certificates.

The floating charge created by the Deed of Charge may "crystallise" and become a fixed charge over the relevant class of assets owned by the Issuer at the time of crystallisation. Crystallisation will occur automatically (subject to applicable law) following the occurrence of specific events set out in the Deed of Charge, including, among other events, service of an Enforcement Notice. A crystallised floating charge will rank ahead of the claims of unsecured creditors which are in excess of the prescribed part but will rank behind the expenses of any administration or liquidator, the claims of preferential creditors and the beneficiaries of the prescribed part on enforcement of the Security.

Pre-Enforcement Revenue Priority of Payments and Pre-Enforcement Principal Priority of Payments

Prior to the Note Trustee serving an Enforcement Notice on the Issuer pursuant to Condition 11 (*Events of Default*) of the Notes, declaring the Notes or Residual Certificates Condition 10 (*Events of Default*) to be immediately due and payable or any RC1 Payments or RC2 Payments pursuant to the Residual Certificates to be immediately due and payable, as the case may be, the Cash Manager (on behalf of the Issuer) shall apply monies standing to the credit of the Deposit Account as described in the sections entitled "*Cashflows – Application of Available Revenue Receipts prior to the service of an Enforcement Notice on the Issuer*" and "*Cashflows – Application of Available Principal Receipts prior to the service of an Enforcement Notice on the Issuer*" and apply monies and securities standing to the credit of each Swap Collateral Account as described in the section entitled "*Cashflows – Swap Collateral*".

Post-Enforcement Priority of Payments

After the Note Trustee has served an Enforcement Notice on the Issuer pursuant to Condition 11 (*Events of Default*) of the Notes, declaring the Notes to be immediately due and payable or, if no Notes remain outstanding, pursuant to Residual Certificates Condition 10 (*Events of Default*) declaring that any RC1 Payments or RC2 Payments pursuant to the Residual Certificates are immediately due and payable, the Security Trustee (or the Cash Manager on its behalf) or any Receiver appointed by it shall apply the monies standing to the credit of the Deposit Account in accordance with the Post-Enforcement Priority of Payments defined in the section entitled "*Cashflows – Distributions following the service of an Enforcement Notice on the Issuer*" and apply the monies and securities standing to the credit of each Swap Collateral Account in accordance with the Swap Collateral Account Priority of Payments defined in the section entitled "*Cashflows – Swap Collateral*".

The Security will become enforceable after an Enforcement Notice has been served on the Issuer pursuant to Condition 11 (*Events of Default*) of the Notes or, if no Notes remain outstanding, pursuant to Residual Certificates Condition 10 (*Events of Default*) declaring that any RC1 Payments or RC2 Payments pursuant to the Residual Certificates are immediately due and payable provided that, if the Security has become enforceable otherwise than by reason of a default in payment of any amount due on the Notes and/or the Residual Certificates, the Security Trustee will not be entitled to dispose of the assets comprised in the Security or any part thereof unless either (a) the Cash Manager certifies to the Security Trustee (upon which certification the Security Trustee can rely absolutely and without enquiry or liability) that a sufficient amount would be realised to allow discharge in full on a *pro rata* and *pari passu* basis of all amounts owing to the Noteholders (and all persons ranking in priority to the Noteholders as set out in the Post-Enforcement Priority of Payments) or (b) the Security Trustee is of the opinion (which shall be binding on the Secured Creditors) that the cash flow expected to be received 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 owing: (i) to the Noteholders (and all persons ranking in priority to the Noteholders in the order of priority set out in the Post-Enforcement Priority of Payments); and (ii) once all the Noteholders (and all such prior ranking persons) have been repaid, to the remaining Secured Creditors (other than the Certificateholders) in the order of priority set out in the Post-Enforcement Priority of Payments; and (iii) once all the Noteholders and the Secured Creditors (other than the Certificateholders) have been repaid, to the Certificateholders, which opinion shall be binding on the Secured Creditors and reached after considering at any time and from time to time the advice of any financial adviser (or such other professional adviser selected by the Security Trustee for the purpose of giving such advice).

The fees and expenses of the aforementioned financial adviser or other professional adviser selected by the Security Trustee shall be paid by the Issuer in accordance with the applicable Priority of Payments. The Security Trustee shall be entitled to rely upon any financial or other professional advice referred to above without further enquiry and shall incur no liability to any person for so doing.

For the purposes of SECN 2.2.18R(4), no provision of the Deed of Charge (or any of the other Transaction Documents) requires automatic liquidation upon default of the Issuer.

For the purposes of SECN 2.2.16R(2) the Issuer covenants in the Deed of Charge to the Security Trustee that it shall not enter into any derivative transaction, except for transactions entered into or acquired solely to hedge interest rate or currency risk in accordance with the Transaction Documents.

Governing Law

The Deed of Charge and any non-contractual obligations arising out of or in connection with it will be governed by English law.

Trust Deed

On or about the Closing Date, the Issuer, the Security Trustee and the Note Trustee will enter into the Trust Deed pursuant to which the Issuer and the Note Trustee will agree that the Notes and the Residual Certificates are subject to the provisions in the Trust Deed. The Conditions and the Residual Certificates' Conditions and the forms of each class of Notes and the Residual Certificates are each constituted by, and set out in, the Trust Deed.

The Note Trustee will agree to hold the benefit of the Issuer's covenant to pay amounts due in respect of the Notes and the Residual Certificates on trust for the Noteholders and the Certificateholders.

In accordance with the terms of the Trust Deed, the Issuer will pay a fee to the Note Trustee for its services under the Trust Deed at the rate and times agreed between the Issuer and the Note Trustee (exclusive of VAT) together with payment of any liabilities incurred by the Note Trustee in relation to the Note Trustee's performance of its obligations under or in connection with the Trust Deed and the other Transaction Documents.

Retirement of Note Trustee

The Note Trustee may retire at any time upon giving not less than 60 days' notice in writing to the Issuer without giving any reason therefor and without being responsible for any liabilities occasioned by such retirement. The holders of the Most Senior Class outstanding or (in the case of the Residual Certificates) in issue may, by Extraordinary Resolution, remove all trustees (but not some only) for the time being who are acting pursuant to the Trust Deed and the Deed of Charge. The retirement of the Note Trustee shall not become effective unless there remains a trust corporation entitled by rules made under the Public Trustee Act 1906 to carry out the functions of a custodian trustee (a "**Trust Corporation**") in office after such retirement or removal by Extraordinary Resolution. The Issuer will agree in the Trust Deed that, in the event of the sole trustee or the only trustee under the Trust Deed giving notice of its retirement, it shall use its best endeavours to procure a new trustee to be appointed as soon as practicable thereafter and if, after 60 days from the date the Note Trustee gives its notice of retirement or the applicable Extraordinary Resolution of the holders of the Most Senior Class, the Issuer is not able to find such replacement, the Note Trustee will be entitled to procure that a new trustee be appointed.

Governing Law

The Trust Deed and any non-contractual obligations arising out of or in connection with it will be governed by English law.

Agency Agreement

Pursuant to an agency agreement (the "**Agency Agreement**") dated on or prior to the Closing Date and made between the Issuer, the Note Trustee and the Security Trustee, the Principal Paying Agent, the Registrar and the Agent Bank, provision is made for, *inter alia*, the payment of principal and interest in respect of the Notes.

Governing Law

The Agency Agreement and any non-contractual obligations arising out of or in connection with it will be governed by English law.

Cash Management Agreement

On the Closing Date, the Cash Manager, the Issuer, the Seller, the Servicer, the Swap Provider, the Liquidity Facility Provider and the Security Trustee will enter into a cash management agreement (the "**Cash Management Agreement**").

Cash Management Services to be provided to the Issuer

Pursuant to the Cash Management Agreement, the Cash Manager will agree to provide certain cash management and other services to the Issuer or, upon the Security Trustee notifying the Cash Manager that an Enforcement Notice has been served on the Issuer, the Security Trustee. The Cash Manager's principal function will be effecting payments to and from the Issuer Accounts in accordance with the Cash Management Agreement, the Bank Account Agreement, the Custody Agreements and the Deed of Charge.

In addition, the Cash Manager will, among other things:

(a) on each Interest Payment Date prior to the delivery of an Enforcement Notice, apply, or cause to be applied, Available Revenue Receipts in accordance with the Pre-Enforcement Revenue Priority of Payments, Available Principal Receipts in accordance with the Pre-Enforcement Principal Priority of Payments and any Class A and B Liquidity Reserve Fund Release Amount to meet any Class A and B Liquidity Deficit against the relevant items in the Pre-Enforcement Revenue Priority of Payments in the order that they appear in the Pre-Enforcement Revenue Priority of Payments;

(b) calculate, on the Calculation Date immediately prior to the First Interest Payment Date only, the Pre-Funding Unused Amount;

(c) on each Calculation Date determine if there would be a Class A Liquidity Deficit following the application of Available Revenue Receipts (excluding any Liquidity Drawing to be made on that Interest Payment Date), any Class A and B Liquidity Reserve Fund Release Amount to meet any Class A and B Liquidity Deficit and Principal Addition Amounts on the immediately following Interest Payment Date and, if required, make a Liquidity Drawing (on behalf of the Issuer) under the Liquidity Facility Agreement;

(d) on each Calculation Date determine if there would be a Senior Expenses Deficit following the application of Available Revenue Receipts (excluding any Liquidity Drawing to be made on that Interest Payment Date) and any Class A and B Liquidity Reserve Fund Release Amounts on the immediately following Interest Payment Date;

(e) on each Calculation Date, determine whether the immediately following Interest Payment Date is the Final Redemption Date;

(f) on each Calculation Date, determine whether a Sequential Payment Trigger Event has occurred;

(g) record credits to, and debits from, the Ledgers, as and when required;

(h) record credits to, and debits from, the Issuer Accounts, as and when required;

(i) if required (i) during the Determination Period, calculate the Interest Determination Ratio, the Calculated Revenue Receipts and the Calculated Principal Receipts, and (ii) following any Determination Period, upon receipt by the Cash Manager of the Servicer Reports in respect of such

Determination Period, reconcile the calculations to the actual collections set out in the Servicer Reports by allocating the Reconciliation Amounts in accordance with Condition 6.8(c) (*Determinations and Reconciliation*) and the Cash Management Agreement; and

(j) on each Business Day from (and including) the Closing Date to (and including) the First Interest Payment Date, effect payment from monies standing to the credit of the Expenses Ledger toward payment of any Transaction Expenses due and payable by the Issuer on such Business Day.

In addition, the Cash Manager will also, among other things:

(a) maintain the following ledgers (the "**Ledgers**") on behalf of the Issuer:

(i) the "**Principal Ledger**" on the Deposit Account, which will record as a credit all Principal Receipts received by the Issuer and recorded by the Servicer and communicated to the Cash Manager in the Servicer Reports and as a debit the distribution of the Principal Receipts in accordance with the Pre-Enforcement Principal Priority of Payments or the Post-Enforcement Priority of Payments (as applicable);

(ii) the "**Revenue Ledger**" on the Deposit Account, which will record all Revenue Receipts, any Swap Collateral Account Surplus, amounts credited to the Deposit Account in accordance with item (z) of the Pre-Enforcement Revenue Priority of Payments and recorded by the Servicer and communicated to the Cash Manager in the Servicer Reports, and as a debit the distribution of the Revenue Receipts and any other relevant amounts recorded on the Revenue Ledger in accordance with the Pre-Enforcement Revenue Priority of Payments or the Post-Enforcement Priority of Payments (as applicable) or by way of Third Party Amounts;

(iii) the "**Pre-Funding Reserve Ledger**" on the Deposit Account, which will record as a credit an amount equal to £237,350,700.27 to be credited to the Pre-Funding Reserve Ledger on the Closing Date and which will record as a debit (A) the Additional Mortgage Loan Purchase Consideration to be paid in accordance with the Mortgage Sale Agreement and the Servicing Agreement and (B) on the First Interest Payment Date only, any amount standing to the credit of the Pre-Funding Reserve Ledger to be applied (or the Pre-Funding Unused Amount) as Available Principal Receipts in accordance with the Pre-Enforcement Principal Priority of Payments;

(iv) the "**Principal Deficiency Ledger**" on the Deposit Account, which (A) will record on the appropriate sub-ledger as a debit deficiencies arising from Losses on the Portfolio (such Losses being "**Principal Deficiencies**") (on the next Interest Payment Date after the Cash Manager is informed of such Losses by the relevant Servicer), Principal Addition Amounts (on the Calculation Date on which such Principal Addition Amounts are determined by the Cash Manager) and any Available Principal Receipts applied to credit the Standby Account pursuant to item (c) of the Pre-Enforcement Principal Priority of Payments and (B) record as a credit Available Revenue Receipts applied as Available Principal Receipts (including any amounts in respect of Enhanced Amortisation Amounts) pursuant to the Pre-Enforcement Revenue Priority of Payments (if any) on each Interest Payment Date; and

(v) the "**Expenses Ledger**" on the Deposit Account, which will record as credit an amount equal to £400,000 to be credited to the Expenses Ledger on the Closing Date from part of the proceeds of the Class X Notes and which will record as a debit (A) amounts standing to the credit of this ledger which from (and including) the Closing Date to (and including) the First Interest Payment Date, are used to pay certain fees and expenses of the Issuer incurred in connection with the issuance of the Notes and other closing expenses and any amounts in connection with the Transaction (the "**Transaction Expenses**") and (B) on the First Interest Payment Date only, any amounts standing to the credit of the Expenses Ledger which have

not been applied by the Issuer to pay Transaction Expenses on the First Interest Payment Date (such amounts the "**Expenses Unused Amount**") which shall be transferred to the Seller on the First Interest Payment Date;

(b) instruct the operation of the following accounts on behalf of the Issuer:

(i) the Deposit Account;

(ii) each Swap Collateral Account;

(iii) the Standby Account;

(iv) the "**Class A and B Liquidity Reserve Fund Account**" which will record amounts (including, for the avoidance of doubt, any Liquidity Drawings) credited to, and debited from, the Class A and B Liquidity Reserve Fund; and

(v) the "**Issuer Profit Account**", which shall record as a credit any amounts retained by the Issuer as profit in accordance with the Pre-Enforcement Revenue Priority of Payments and the Post-Enforcement Priority of Payments and as a debit any amount used to discharge any tax liability of the Issuer;

(c) calculate on each Calculation Date (prior to service of an Enforcement Notice) the amount of Available Revenue Receipts and Available Principal Receipts to be applied on the immediately following Interest Payment Date in accordance with the Pre-Enforcement Revenue Priority of Payments or the Pre-Enforcement Principal Priority of Payments (as applicable);

(d) calculate on each Calculation Date up to and including the Calculation Date immediately preceding the Class B Redemption Date (prior to the service of an Enforcement Notice) the amount of any Class A and B Liquidity Reserve Fund Release Amount to be applied on the immediately following Interest Payment Date (such amount to be determined after calculation of any Available Revenue Receipts to be applied on such Interest Payment Date in accordance with the Pre-Enforcement Revenue Priority of Payments on such Interest Payment Date (including any Class A and B Liquidity Reserve Fund Excess Amount to be applied as Available Revenue Receipts on such Interest Payment Date));

(e) calculate on each Calculation Date up to and including the Calculation Date immediately preceding the Final Redemption Date (prior to the service of an Enforcement Notice) the amount of any Principal Addition Amounts to be applied on the immediately following Interest Payment Date (such amount to be determined after calculation of any Class A and B Liquidity Reserve Fund Release Amounts to be applied to meet any Class A and B Liquidity Deficit and the Available Revenue Receipts to be applied on such Interest Payment Date in accordance with the Pre-Enforcement Revenue Priority of Payments on such Interest Payment Date) and drawn from Available Principal Receipts on such Interest Payment Date;

(f) determine on each Calculation Date up to and including the Calculation Date immediately preceding the Class A Redemption Date (prior to the service of an Enforcement Notice) if there would be a Class A Liquidity Deficit following the application the Available Revenue Receipts (other than any Liquidity Drawing to be made on such date) and Principal Addition Amounts;

(g) calculate, on the Calculation Date immediately prior to the First Interest Payment Date only, the Pre-Funding Unused Amount and the Expenses Unused Amount;

(h) provide the Investor Reports in accordance with the Cash Management Agreement; and

(i) as soon as reasonably practicable upon receiving a request from the Issuer and/or the Security Trustee and provided that it has all information necessary to enable it to do so, calculate and provide to the Issuer and the Security Trustee:

(i) the Optional Purchase Price (or where such calculation is made prior to the Calculation Date immediately preceding the Optional Purchase Completion Date, an estimate of the Optional Purchase Price); and/or

(ii) (where the initial calculation of the Optional Purchase Price is made prior to the Calculation Date immediately preceding the Optional Purchase Completion Date) the definitive Optional Purchase Price.

At the written direction of the Servicer, the Cash Manager, on behalf of and in the name of the Issuer, may invest monies standing from time to time to the credit of the Deposit Account, the Class A and B Liquidity Reserve Fund Account and the Standby Account in Authorised Investments as determined by the Servicer by instructing the Issuer Account Bank to make such payments as requested by the Servicer, subject to the following provisions:

(a) any investment in any Authorised Investments shall be made in the name of the Issuer;

(b) any costs properly incurred in making, changing or otherwise disposing of any investment in any Authorised Investments will be reimbursed to the Cash Manager by the Issuer;

(c) all income and other distributions arising on, or proceeds following the disposal or maturity of, Authorised Investments shall be credited to the corresponding Issuer Account from which the related monies were invested; and

(d) the Servicer obtaining and holding all applicable regulatory consents and approvals required in respect of directing investments in Authorised Investments.

The Cash Manager shall (assuming delivery by the Servicer of the Servicer Reports by the relevant deadline specified in schedule 5 (*Servicer Reports*) of the Servicing Agreement) provide the Servicer with the Investor Reports prior to the relevant Interest Payment Date in respect of the immediately preceding Collection Period (except that the first Investor Report shall relate to the period commencing (and including) the Closing Date and ending on (but excluding) the Collection Period Start Date on 1 January 2027).

"**Servicer Reports**" means the reports to be provided by the Servicer to the Issuer, the Cash Manager and the Security Trustee by no later than the 4th Business Day in each calendar month substantially in the form set out in the Servicing Agreement, as they may be amended from time to time including (without limitation) for the purposes of and in compliance with the Servicing Agreement, and "**Servicer Report**" means any one of them.

Cash Manager and Directions from the Security Trustee

The Cash Manager will act upon the direction of the Security Trustee (given in accordance with the terms and provisions of the Deed of Charge) upon the Security Trustee notifying the Cash Manager that an Enforcement Notice has been served on the Issuer.

Cash Manager to be provided with Swap Provider Swap Amount

The Swap Provider shall use best efforts to provide the net value of the Swap Provider Swap Amount and the Issuer Swap Amount in respect of a Swap Calculation Period in respect of a relevant Swap Transaction under the Swap Agreement to the Cash Manager, by no later than 11:00 a.m. London time on the fifth Business Day before the relevant Interest Payment Date.

Remuneration of Cash Manager

The Cash Manager will be paid a cash management fee for its cash management services under the Cash Management Agreement. Such fees will be determined under a separate fee letter between the Issuer, the Seller and the Cash Manager. Any sum (or other consideration) payable (or provided) by the Issuer to the Cash Manager in respect of that fee shall be deemed to be exclusive of VAT, if any, chargeable on any supply for which the cash management fee is the consideration (in whole or in part) for VAT purposes. The cash management fee is payable monthly in arrear on each Interest Payment Date in the manner contemplated by and in accordance with the provisions of the Pre-Enforcement Revenue Priority of Payments or, as the case may be, the Post-Enforcement Priority of Payments.

Termination of Appointment and Replacement of Cash Manager

If any of the following events (the "**Cash Manager Termination Events**") shall occur:

(a) default is made by the Cash Manager in giving a payment instruction, on the due date, in respect of any payment due and payable by it under the Cash Management Agreement (provided in each case there are funds available for such payment standing to the credit of the relevant Issuer Accounts) and such default continues unremedied for a period of three Business Days after the earlier of the Cash Manager becoming aware of such default and receipt by the Cash Manager of written notice from the Issuer or (following the service of an Enforcement Notice) the Security Trustee, as the case may be, requiring the same to be remedied; or

(b) default is made by the Cash Manager in the performance or observance of any of its other covenants and obligations under the Cash Management Agreement, which in the opinion of the Note Trustee as notified to the Security Trustee is materially prejudicial to the interests of the Noteholders, and such default continues unremedied for a period of 30 Business Days after the earlier of the Cash Manager becoming aware of such default and receipt by the Cash Manager of written notice from the Issuer or (following the service of an Enforcement Notice) the Security Trustee, as the case may be, requiring the same to be remedied; or

(c) an Insolvency Event occurs in respect of the Cash Manager; or

(d) it becomes unlawful for the Cash Manager to perform its obligations under the Cash Management Agreement or under any other Transaction Document,

then prior to the delivery of an Enforcement Notice, the Issuer (with the written consent of the Security Trustee), or following the delivery of an Enforcement Notice, the Security Trustee, may, at once or at any time thereafter while such default continues, by notice in writing to the Cash Manager (with a copy to the Security Trustee if such notice is delivered by the Issuer), terminate its appointment as Cash Manager under the Cash Management Agreement with effect from a date (not earlier than the date of the notice) specified in such notice. In determining whether to give or withhold consent to the termination of the Cash Manager by the Issuer, the Security Trustee will have regard to factors including, *inter alia*, the availability of a substitute cash manager. Upon termination of the appointment of the Cash Manager, the Issuer shall use reasonable endeavours to appoint a substitute cash manager that satisfies the conditions set out below.

Any substitute cash manager:

(a) must agree to enter into an agreement with the Issuer on terms commercially acceptable in the market, pursuant to which the substitute cash manager agrees to assume and perform all material duties and obligations of the Cash Manager under the Cash Management Agreement;

(b) (if Notes remain outstanding) must be a party that the Rating Agencies have previously confirmed by whatever means such Rating Agencies consider appropriate (provided that the Issuer is permitted to and does confirm in writing (including by email) to the Security Trustee that such confirmation has

been obtained) the appointment of which will not cause the then-current ratings of the Notes to be adversely affected unless the relevant Class or Classes of Noteholders (acting by way of an Extraordinary Resolution) otherwise agree; and

(c) will be subject to the prior written approval of the Security Trustee (acting pursuant to the Deed of Charge).

For the avoidance of doubt, upon termination of the appointment of the Cash Manager, if the Issuer is unable to find a suitable third party willing to act as a substitute cash manager, this shall not constitute any breach of the provisions of the Cash Management Agreement.

Resignation of the Cash Manager

The Cash Manager may resign on giving not less than 90 days' written notice (or such shorter time as may be agreed between the Cash Manager, the Issuer, the Servicer and the Security Trustee) of its resignation to the Issuer, the Servicer, the Seller and the Security Trustee, provided that:

(a) a substitute cash manager shall be appointed by the Issuer, such appointment to be effective not later than the date of such termination;

(b) such substitute cash manager has the requisite cash management experience to perform the functions to be given to it under the Cash Management Agreement and is approved by the Issuer and the Security Trustee; and

(c) such substitute cash manager:

(i) must agree to enter into an agreement with the Issuer on terms commercially acceptable in the market, pursuant to which the substitute cash manager agrees to assume and perform all material duties and obligations of the Cash Manager under the Cash Management Agreement;

(ii) (if Notes remain outstanding) must be a party that the Rating Agencies have previously confirmed by whatever means such Rating Agencies consider appropriate (provided that the Issuer is permitted to and does confirm in writing (including by email) to the Security Trustee that such confirmation has been obtained) the appointment of which will not cause the then-current ratings of the Notes to be adversely affected unless the relevant Class or Classes of Noteholders (acting by way of an Extraordinary Resolution) otherwise agree; and

(iii) will be subject to the prior written approval of the Security Trustee (acting pursuant to the Deed of Charge).

If, by the end of the notice period, a successor Cash Manager has not been appointed, the Cash Manager may itself select a successor to be appointed in accordance with the Cash Management Agreement.

Governing Law

The Cash Management Agreement and any non-contractual obligations arising out of or in connection with it will be governed by English law.

The Liquidity Facility Agreement

On or prior to the Closing Date, the Issuer will enter into a liquidity facility agreement with, among others, the Liquidity Facility Provider (the "**Liquidity Facility Agreement**") which provides for a liquidity facility to be made available to the Issuer which the Issuer may draw on in certain specified circumstances during the Liquidity Commitment Period.

"**Liquidity Commitment Period**" means a period of 364 days from the Liquidity Facility Agreement or, if the Liquidity Facility Agreement is extended in accordance with its terms, the period ending on the date set out in the relevant renewal request or, if such date is not a Business Day, the preceding Business Day.

Liquidity Drawings and Standby Drawings may only be drawn in Sterling.

If the Liquidity Facility Provider does not intend to renew its commitment under the Liquidity Facility Agreement (the "**Liquidity Facility**"), it will inform the Issuer (who shall inform the Rating Agencies) and the Security Trustee, upon which the Liquidity Facility Provider shall use its reasonable endeavours to arrange, and to co-operate with the Issuer, as the case may be, to appoint a replacement Liquidity Facility Provider. The Issuer must promptly notify the Rating Agencies of any renewal request made or agreed to or any renewal refusal by the Liquidity Facility Provider. The Liquidity Facility Provider is not obliged to agree to extend the Liquidity Commitment Period and in no event will the Liquidity Commitment be extended beyond the earlier of (i) the date on which all the Notes have been redeemed in full and (ii) the Final Maturity Date.

The Liquidity Facility

As of the Closing Date, the Liquidity Commitment is £4,345,250.00 (the "**Original Liquidity Commitment**"). The aggregate amount of the loans advanced under the Liquidity Facility shall not at any time exceed the lower of:

(a) (i) as of the Closing Date, £4,345,250.00;

(ii) after the Closing Date but prior to the LF Replacement Date, the LF Required Amount;

(iii) from (and including) the LF Replacement Date to (but excluding) the LF Cancellation Date, the greater of:

(A) zero; and

(B) the LF Required Amount *less* the amount standing to the credit of the Standby Account; and

(iv) from (and including) the LF Cancellation Date, zero; and

(b) such lesser amount as results from the cancellation and reduction in the Liquidity Commitment in accordance with the Liquidity Facility Agreement,

(the "**Liquidity Commitment**"). At no time shall the Liquidity Facility Provider be obliged to lend more than the Liquidity Commitment which applies at that time.

The obligation of the Liquidity Facility Provider to make a loan under the Liquidity Facility is subject to the further condition precedent that on both:

(a) the date a request is made by or on behalf of the Issuer for a Liquidity Drawing or a Standby Drawing; and

(b) the LF Drawdown Date for that loan made pursuant to the Liquidity Facility,

no Liquidity Facility Event of Default is outstanding or would result from the making of the loan under the Liquidity Facility.

The amount available for drawdown under the Liquidity Facility will decrease as amounts standing to the credit of the Class A and B Liquidity Reserve Fund increase.

Each of the following events is a "**Liquidity Facility Event of Default**" (whether or not caused by any reason whatsoever outside the control of the Issuer or any other person):

(a) the Issuer does not pay on the due date (other than by reason of administrative or technical error remedied within three Business Days) any amount payable by it under the Liquidity Documents at the place at and in the currency in which it is expressed to be payable; or

(b) the Issuer does not comply with any other term of the Liquidity Facility Agreement unless the non-compliance is capable of remedy and is remedied within 14 calendar days;

(c) an Enforcement Notice is served; or

(d) it is or becomes unlawful for the Issuer to perform any of its obligations under the Liquidity Facility Agreement.

"**LF Cancellation Date**" means the earlier of:

(a) the LRF Date;

(b) the end of the Liquidity Commitment Period;

(c) the Final Maturity Date;

(d) the Class A Redemption Date; and

(e) the occurrence of a Liquidity Facility Event of Default.

"**LF Class A and B Liquidity Reserve Fund Required Amount**" means:

(a) on the Closing Date, zero;

(b) on any Interest Payment Date up to but excluding the Class B Redemption Date, subject to a minimum floor of £250,000, an amount equal to 1.00 per cent. of:

  (i) the aggregate current Principal Amount Outstanding of the Class A Notes and Class B Notes prior to the application of Available Principal Receipts on such Interest Payment Date; *less*

  (ii) the Available Principal Receipts (excluding such amounts in paragraphs (b) and (c) of the definition thereof) for such Interest Payment Date; and

(c) on each Interest Payment Date on and from the Class B Redemption Date, zero.

"**LF Relevant Event**" means the occurrence of either or both of the following events:

(a) the Liquidity Facility Provider ceasing to have the LF Required Ratings; or

(b) the refusal by the Liquidity Facility Provider to grant an extension of the Liquidity Commitment Period in accordance with the terms and conditions of the Liquidity Facility Agreement or the failure of the Liquidity Facility Provider to respond to a Renewal Request within the applicable time periods and, in each case, the Liquidity Facility Provider is unable to arrange for a substitute Liquidity Facility Provider on substantially the same terms and conditions as the Liquidity Facility Agreement, in accordance with the terms of the Liquidity Facility Agreement.

"**LF Replacement Date**" means the date on which a LF Relevant Event has occurred.

"**LF Required Amount**" means:

(a) on the Closing Date, zero;

(b) after the Closing Date, the higher of:

(i) the LF Class A and B Liquidity Reserve Fund Required Amount less the Previous Cash Liquidity Reserve Accumulated; and

(ii) zero.

"**Liquidity Documents**" means the Liquidity Facility Agreement and any novation certificate delivered pursuant to the Liquidity Facility Agreement or any other document designated as such by the Liquidity Facility Provider and the Issuer.

"**Liquidity Repayment Amount**" means, in respect of any Interest Payment Date, an amount calculated in accordance with the following formula:

A-B

Where:

A = the amount of any previous Liquidity Drawings which are due to be repaid on such Interest Payment Date

B = any Available Revenue Receipts available for application in accordance with item (d) of the Pre-Enforcement Revenue Priority of Payments on such Interest Payment Date, towards payment of such amount (or if any such amount is less than zero, it will be zero).

"**LRF Date**" means the first Interest Payment Date on or after the LF Replacement Date on which the aggregate amount of all Standby Drawings standing to the credit of the Standby Account is equal to or greater than the LF Required Amount.

"**Previous Cash Liquidity Reserve Accumulated**" means:

(a) on the Closing Date, zero; and

(b) on any Interest Payment Date up to but excluding the Class B Redemption Date, the lower of:

(i) the LF Class A and B Liquidity Reserve Fund Required Amount; and

(ii) the highest amount previously standing to the credit of the Class A and B Liquidity Reserve Fund Account prior to the application of the Pre-Enforcement Revenue Priority of Payments on that Interest Payment Date.

"**Renewal Request**" means an irrevocable request delivered by the Issuer no earlier than 30 calendar days and no later than 20 calendar days before the end of the Liquidity Commitment Period to the Liquidity Facility Provider (copied to the Security Trustee, the Cash Manager and the Rating Agencies) requesting that the Liquidity Commitment Period should be extended to a date that is not more than 364 days from the last day of the then current Liquidity Commitment Period.

Purpose

The Liquidity Facility may be used on any Interest Payment Date prior to the Calculation Date immediately preceding the Class A Redemption Date (prior to the service of an Enforcement Notice) to cure any Class A

Liquidity Deficit which exists on that Interest Payment Date after the application of Principal Addition Amounts on that Interest Payment Date after the application of Available Revenue Receipts, Class A and B Liquidity Reserve Fund Release Amounts and any Principal Addition Amounts.

Liquidity Drawings

The Issuer will make (or will procure the making by the Cash Manager on behalf of the Issuer of) a drawing pursuant to the Liquidity Facility Agreement in an amount equal to the lesser of (i) the Available Liquidity Commitment, and (ii) the aggregate of the relevant Class A Liquidity Deficit (after the application of Available Revenue Receipts, Class A and B Liquidity Reserve Fund Release Amounts and any Principal Addition Amounts).

The Issuer shall use the proceeds of any Liquidity Drawing on the relevant Interest Payment Date to cure a Class A Liquidity Deficit after the application of Available Revenue Receipts, Class A and B Liquidity Reserve Fund Release Amounts and any Principal Addition Amounts.

No Liquidity Drawing may be made or requested to be made (i) if the LF Required Amount is zero, (ii) following the LF Cancellation Date, or (iii) if any Liquidity Facility Event of Default is continuing or would result from the making of such Liquidity Drawing.

Priorities of Payments

All payments due to the Liquidity Facility Provider under the Liquidity Facility Agreement will rank ahead of payments of interest on and repayments of principal on the Notes and Residual Certificates.

Extension of Liquidity Commitment Period

The Issuer may, no earlier than 30 calendar days and no later than 20 calendar days before the end of the Liquidity Commitment Period, deliver to the Liquidity Facility Provider, with a copy to the Security Trustee, the Cash Manager and the Rating Agencies, an irrevocable request that the Liquidity Commitment Period should be extended to a date that is not more than 364 days from the last day of the then current Liquidity Commitment Period. The Liquidity Facility Provider is not obliged to agree to extend the Liquidity Commitment Period. If the Liquidity Facility Provider does not intend to renew its commitment, it will inform the Issuer (who will inform the Rating Agencies), the Cash Manager and the Security Trustee not less than 10 days prior to the end of a Liquidity Commitment Period (an "**Extension Refusal**") (and, where the Issuer has not received a response from the Liquidity Facility Provider to a renewal request by close of business on the 10th day prior to the end of a Liquidity Commitment Period then the Liquidity Facility Provider shall be deemed to have delivered an Extension Refusal) and the Issuer shall forthwith deliver a notice of the same to the Rating Agencies, the Cash Manager and the Security Trustee.

On the issue of an Extension Refusal or the occurrence of a deemed Extension Refusal, the Liquidity Facility Provider shall, before the end of the Liquidity Commitment Period, use reasonable endeavours to arrange for a replacement and to co-operate with the Issuer in order to appoint a Liquidity Facility Provider, which shall comply with the criteria provided in the Liquidity Facility Agreement including, *inter alia*, satisfying the LF Required Ratings, to provide a facility to the Issuer on substantially the same terms and conditions as provided under the Liquidity Facility Agreement (on economic terms no more onerous to the Issuer than those set out in the Liquidity Facility Agreement) and to accept a commitment of an amount equal to the then-current Liquidity Commitment and to accede to the Deed of Charge as a Secured Creditor.

In no event may the Liquidity Commitment be extended beyond the earlier of:

(a) Class A Redemption Date; and

(b) the Final Maturity Date (for the avoidance of doubt, no Liquidity Drawing may be made on the Final Maturity Date).

LF Required Ratings

The Liquidity Facility Agreement will provide that, at all times, the Liquidity Facility Provider will have:

(a) in respect of credit ratings assigned by Fitch, a short-term issuer default rating of at least F1 or a long-term issuer default rating of at least A by Fitch or such other lower rating which is consistent with the then current rating methodology of Fitch Ratings Ireland Limited in respect of the then current ratings of the Notes; and

(b) in respect of DBRS (if the Liquidity Facility Provider has been assigned a credit rating by DBRS):

(i) if DBRS has assigned a long-term COR to the institution acting as Liquidity Facility Provider, a rating that is the higher of:

(A) the DBRS rating that is the COR for the relevant institution; and

(B) the issuer rating or long-term senior unsecured debt or deposit rating from DBRS for the relevant institution,

in each case as is commensurate with the ratings assigned to the Most Senior Class of Notes from time to time as set out in the table below; or

(C) if a long-term COR is not available from DBRS for the relevant institution, an issuer rating or long-term senior unsecured debt or deposit rating from DBRS for the relevant institution (whichever is the higher) as is commensurate with the ratings assigned to the Most Senior Class of Notes from time to time as set out in the table below; or

	DBRS
Current rating of the Most Senior Class of Notes	**Minimum LF Required Ratings**
'AAA (sf)'	'A'
'AA (high) (sf)'	'A (low)'
'AA (sf)'	'BBB (high)'
'AA (low) (sf)'	'BBB (high)'
'A (high) (sf)'	'BBB'
'A (sf)'	'BBB (low)'
'A (low) (sf)'	'BBB (low)'
'BBB (high) (sf)'	'BBB (low)'
'BBB (sf)'	'BBB (low)'
'BBB (low) (sf)'	'BBB (low)'

(ii) to the extent that DBRS has not assigned a credit rating to the Liquidity Facility Provider, the DBRS Minimum Equivalent Rating shall apply to the DBRS rating as is commensurate with

the ratings assigned to the Most Senior Class of Notes from time to time as set out in the table above,

(the "**LF Required Ratings**").

Standby Drawings

If:

(a) the Liquidity Facility Provider ceases to have the LF Required Ratings; or

(b) the Liquidity Facility Provider issues an Extension Refusal (or is deemed to have issued an Extension Refusal).

and:

(i) the Liquidity Facility Provider is unable to arrange for a substitute Liquidity Facility Provider; and

(ii) the Issuer is unable to arrange for a substitute Liquidity Facility Provider,

then the Issuer shall, and subject to the terms of the Liquidity Facility Agreement, require the Liquidity Facility Provider to pay into the Standby Account which is maintained with the Issuer Account Bank or a substitute appointed in accordance with the requirements under the Bank Account Agreement, an amount (a "**Standby Drawing**") equal to the Available Liquidity Commitment under the Liquidity Facility Agreement not later than: (i) 14 calendar days following the downgrade of the Liquidity Facility Provider by Fitch; (ii) 30 days following the downgrade of the Liquidity Facility Provider by DBRS; or (iii) two Business Days prior to the last day of the Liquidity Commitment Period in the event of an Extension Refusal by the Liquidity Facility Provider (as applicable). No Standby Drawing may be made or requested to be made (A) if the LF Required Amount is zero, (B) following the LF Cancellation Date, or (C) if any Liquidity Facility Event of Default is continuing or would result from the maintaining of such Standby Drawing.

"**Available Liquidity Commitment**" means the undrawn balance of the Liquidity Commitment less any amounts anticipated to be repaid and redrawn on the immediately succeeding Interest Payment Date.

In addition, if a Liquidity Facility Provider ceases to have a LF Required Rating, the Liquidity Facility Provider shall use reasonable endeavours (without any obligation to do so) to procure a replacement Liquidity Facility Provider within 60 calendar days with the LF Required Ratings. If the Liquidity Facility Provider ceases to have the LF Required Ratings and a transfer to another liquidity facility provider would otherwise have to be made but there is no other liquidity facility provider with the LF Required Ratings or if no other liquidity facility provider agrees to such transfer, the Issuer shall use reasonable endeavours, subject to it having sufficient funds to do so, to seek to agree such other arrangement which (i) is approved in writing by the Security Trustee and (ii) will not result in a downgrade, withdrawal or suspension of the then current ratings assigned by a Rating Agency to the Notes. No replacement entity which does not fully meet the ratings requirements of the Liquidity Facility Provider shall be appointed unless a Rating Agency Confirmation has been given in relation to such appointment (it being acknowledged that there is no obligation on any of the Rating Agencies to provide any advice or Rating Agency Confirmation). The Issuer shall keep the Security Trustee informed of any and all discussions which it has with the Rating Agencies and shall take account of any views which they may express as to the same (it being further acknowledged that there is no obligation on any of the Rating Agencies to provide any advice or Rating Agency Confirmation).

Amounts standing to the credit of the Standby Account will be available to the Issuer to be drawn in the same circumstances as the Liquidity Drawings (as described above) and otherwise in the circumstances provided in the Liquidity Facility Agreement in order to make a repayment of a Standby Drawing or, in the case of interest earned on the Standby Account, in order to pay interest on a Standby Drawing to the Liquidity Facility Provider (in each case, subject to and in accordance with the terms of the Liquidity Facility Agreement) and all

repayments of Liquidity Drawings will, after a Standby Drawing has been made, be paid into the Standby Account. If the amount standing to the credit of the Standby Account exceeds the LF Required Amount, an amount equal to the excess will be paid to the Liquidity Facility Provider.

A commitment fee will accrue with respect to the Liquidity Facility at the rate of 0.80 per cent. per annum on the undrawn, uncancelled amount of the Liquidity Commitment. The accrued commitment fee is payable monthly in arrears on each Interest Payment Date.

Interest

Liquidity Drawings and Standby Drawings will bear interest. The rate of interest payable to the Liquidity Facility Provider in relation to Liquidity Drawings and Standby Drawings outstanding during the applicable Liquidity Facility Interest Period will be a rate equal to the sum of Compounded Daily SONIA and 1.35 per cent. per annum, provided that if the Compounded Daily SONIA is less than zero, the Compounded Daily SONIA shall be deemed to be zero.

"**LF Drawdown Date**" means the date of the advance of a Liquidity Drawing or a Standby Drawing, as the case may be.

"**Liquidity Facility Interest Period**" means in respect of a Liquidity Drawing and/or Standby Drawing, each period beginning on (and including) the LF Drawdown Date (or deemed LF Drawdown Date) thereof and ending on (but excluding) the following Interest Payment Date and thereafter, for as long as the same is outstanding, each period from (and including) an Interest Payment Date to (but excluding) the following Interest Payment Date.

Interest on each Liquidity Drawing and each Standby Drawing shall accrue daily and shall be calculated on the outstanding daily balance of such Liquidity Drawing or Standby Drawing on the basis of actual days elapsed and a 365-day year. The Cash Manager or, in certain circumstances where the Cash Manager is unable to do so, the Liquidity Facility Provider shall calculate the rate of interest applicable on each Liquidity Drawing and Standby Drawing for each Liquidity Facility Interest Period and shall notify the Issuer and the Liquidity Facility Provider of such amounts (including any interest due on any Liquidity Drawing or Standby Drawings or fees due and payable to the Liquidity Facility Provider) on each Calculation Date. The Cash Manager shall calculate the amount of any Liquidity Repayment Amount in respect of each Interest Payment Date and shall notify the Liquidity Facility Provider of such amount on each Calculation Date.

Repayment and re-drawing

If a Liquidity Drawing is not repaid on the relevant Interest Payment Date, the relevant Liquidity Drawing will be deemed to have been repaid (but only for the purposes of the Liquidity Facility) and redrawn on such Interest Payment Date in an amount equal to all amounts outstanding (including, for the avoidance of doubt, any interest that has accrued and is payable on such Liquidity Drawing pursuant to the Liquidity Facility Agreement) provided that the aggregate of the amounts drawn together with other Liquidity Drawings will not exceed the Liquidity Commitment. This procedure will be repeated on each subsequent Interest Payment Date, up to the amount of the Liquidity Commitment, until all amounts outstanding are paid and/or repaid or until the earlier of the Final Maturity Date, the date on which the Notes have been redeemed in full or the date on which a Liquidity Facility Event of Default has occurred.

Cancellation of the Liquidity Commitment

Unless terminated in accordance with the terms of the Liquidity Facility Agreement, the Liquidity Commitment shall be automatically cancelled on the LF Cancellation Date.

The Issuer may, without premium or penalty, voluntarily cancel the undrawn and un-cancelled part of the Liquidity Commitment in whole or in part at any time provided that certain conditions are met, including that both of the Rating Agencies have provided a Rating Agency Confirmation that such cancellation will not result

in a downgrade, suspension on or withdrawal of any of the Notes or otherwise have a material adverse effect on the then-current rating of any the Notes or, if the ratings of any of the Notes have previously been downgraded suspended or withdrawn, such cancellation will not prevent the restoration of the rating of such rating of the Notes. The Rating Agencies are under no obligation to provide such confirmation.

The Liquidity Facility Provider may at any time assign, transfer or novate any of its rights and/or obligations under the Liquidity Facility Agreement to a "qualifying lender" which has the LF Required Ratings, provided that the Issuer and the Security Trustee are promptly notified of any such assignment, transfer or novation. The Issuer or the Security Trustee shall promptly inform the Rating Agencies of the contents of any such notice.

The Liquidity Facility Provider

At the Closing Date, the Liquidity Facility Provider will be Bank of America, N.A., London Branch.

Governing Law

The Liquidity Facility Agreement and any non-contractual obligations arising out of or in connection with it will be governed by English law.

The Bank Account Agreement

Pursuant to the terms of a bank account agreement entered into on or about the Closing Date between the Issuer, the Issuer Account Bank, the Cash Manager and the Security Trustee (the "**Bank Account Agreement**"), the Issuer will maintain with the Issuer Account Bank the Deposit Account, the Swap Cash Collateral Account, the Class A and B Liquidity Reserve Fund Account, the Standby Account and the Issuer Profit Account which will be operated in accordance with the Bank Account Agreement, the Cash Management Agreement, the Deed of Charge and in relation to the Swap Cash Collateral Account, each corresponding Swap Agreement. The Issuer Account Bank is required to have the Account Bank Rating.

Interest

If any amount is standing to the credit of any Issuer Account, such amount will bear or charge interest at a rate (the "**Issuer Account Rate**") that the Issuer Account Bank and the Issuer may agree from time to time.

A negative interest rate would result in a charge payable by the Issuer to the Issuer Account Bank and will be paid using Available Revenue Receipts subject to and in accordance with the applicable Priority of Payments.

Governing Law

The Bank Account Agreement and any non-contractual obligations arising out of or in connection with it will be governed by English law.

Custody Agreements

Pursuant to the terms of the Swap Agreement, the Issuer and the Security Trustee may, upon request of the Swap Provider following a Swap Collateral Trigger Event in accordance with the terms of the Swap Credit Support Annex related to the Swap Agreement, enter into a custody agreement in relation to the Swap Agreement with a Custodian within 30 days of such request (each a "**Custody Agreement**"), pursuant to which the Issuer will maintain with the relevant Custodian the Swap Securities Collateral Account which will be opened within 30 days of such request and operated in accordance with the relevant Custody Agreement, Cash Management Agreement, the Deed of Charge and the Swap Agreement. The costs associated with opening such Swap Securities Collateral Account and fees to the Custodian shall be borne by the Issuer.

"**Custodian**" means a custodian appointed pursuant to the terms of a Custody Agreement in respect of the Swap Agreement.

"**Swap Collateral Trigger Event**" means, in respect of the Swap Provider, the occurrence of an Initial Fitch Rating Event and/or an Initial DBRS Rating Event (each as defined in the Swap Agreement).

Governing Law

The relevant Custody Agreement and any non-contractual obligations arising out of or in connection with it will be governed by English law.

The Corporate Services Agreement

On or prior to the Closing Date, the Issuer, the Corporate Services Provider, the Share Trustee, Holdings and the Security Trustee will enter into a corporate services agreement (the "**Corporate Services Agreement**") pursuant to which the Corporate Services Provider will provide the Issuer and Holdings with certain corporate and administrative functions against the payment of a fee. Such services include, *inter alia*, the performance of all general book-keeping, secretarial, registrar and company administration services for the Issuer and Holdings (including the provision of directors), providing the directors with information in connection with the Issuer and Holdings, and the arrangement for the convening of shareholders' and directors' meetings.

Governing Law

The Corporate Services Agreement and any non-contractual obligations arising out of or in connection with it will be governed by English law.

The Collection Account Declaration of Trust

On or prior to the Closing Date, the Issuer, the Seller, and the Security Trustee will enter into a collection account declaration of trust (the "**Collection Account Declaration of Trust**") pursuant to which the Seller (as Collection Account Trustee (as defined therein)) will declare a trust (the "**Collection Account Trust**") in favour of, among others, the Issuer and itself. The Issuer's share of the Collection Account Trust at any relevant time (the "**Collection Account Issuer Trust Share**") shall equal all amounts credited to the Collection Account at such time in respect of the Loans and their Related Security, taking into account any amounts previously paid to the Issuer in respect of the Loans and their Related Security.

Additional beneficiaries may from time to time, on and from the Closing Date, accede to the Collection Account Declaration of Trust without the consent of the Issuer or the Security Trustee, however any such accession will not affect the manner in which the Collection Account Issuer Trust Share is calculated.

Governing Law

The Collection Account Declaration of Trust and any non-contractual obligations arising out of or in connection with it will be governed by English law.

The Expenses Account Declaration of Trust

On or prior to the Closing Date, the Issuer, the Seller, and the Security Trustee will enter into an expenses account declaration of trust (the "**Expenses Account Declaration of Trust**") pursuant to which the Seller (as Expenses Account Trustee (as defined therein)) will declare a trust (the "**Expenses Account Trust**") in favour of, among others, the Issuer and itself. The Issuer's share of the Expenses Account Trust at any relevant time (the "**Expenses Account Issuer Trust Share**") shall equal all amounts credited to the Expenses Account at such time in respect of the Loans and their Related Security taking into account any amounts previously paid to the Issuer in respect of the Loans and their Related Security.

Additional beneficiaries may from time to time on and from the Closing Date accede to the Expenses Account Declaration of Trust without the consent of the Issuer or the Security Trustee, however any such accession will not affect the manner in which the Expenses Account Issuer Trust Share is calculated.

Governing Law

The Expenses Account Declaration of Trust and any non-contractual obligations arising out of or in connection with it will be governed by English law.

Other Agreements

For a description of the Swap Agreement, see "*Credit Structure*" below.

CREDIT STRUCTURE

The Notes are obligations of the Issuer only. The Notes are not obligations of, or the responsibility of, or guaranteed by, any person other than the Issuer. In particular, the Notes are not obligations of, or the responsibility of, or guaranteed by, any of the Relevant Parties. No liability whatsoever in respect of any failure by the Issuer to pay any amount due under the Notes shall be accepted by any of the Relevant Parties or by any other person other than the Issuer.

The structure of the credit support arrangements may be summarised as follows:

1. Liquidity Support for the Notes provided by Available Revenue Receipts

It is anticipated that, during the life of the Notes, the interest payable by Borrowers on the Loans will, assuming that all of the Loans are fully performing (with a constant prepayment rate of zero per cent. on their Current Balances), be sufficient so that the Available Revenue Receipts will be sufficient to pay the amounts payable under items (a) to (aa) (inclusive) of the Pre-Enforcement Revenue Priority of Payments.

Available Revenue Receipts will be applied (after making payments ranking higher in the Pre-Enforcement Revenue Priority of Payments) on each Interest Payment Date in accordance with the Pre-Enforcement Revenue Priority of Payments, towards reducing any Principal Deficiency Ledger entries which may arise from Losses on the Portfolio, from the application of Available Principal Receipts as Principal Addition Amounts to cure any Senior Expenses Deficit in accordance with item (b) of the Pre-Enforcement Principal Priority of Payments and from the application of Available Principal Receipts to credit the Standby Account pursuant to item (c) of the Pre-Enforcement Principal Priority of Payments. Available Principal Receipts shall only be applied to provide for any such Senior Expenses Deficit in respect of item (i), (m), (o) or (q) of the Pre-Enforcement Revenue Priority of Payments if the relevant PDL Condition applies.

To the extent that the amount of Available Revenue Receipts on each Interest Payment Date up to but excluding the Class B Redemption Date exceeds the aggregate of the payments required to be met under items (a) to (g) and (i) (inclusive) of the Pre-Enforcement Revenue Priority of Payments, such excess is available to replenish the Class A and B Liquidity Reserve Fund up to an amount equal to the Previous Cash Liquidity Reserve Accumulated.

On the Final Redemption Date or on each Interest Payment Date from and including the Optional Redemption Date, to the extent that the amount of Available Revenue Receipts exceeds the aggregate of the payments required to be met under items (a) to (u) (inclusive) of the Pre-Enforcement Revenue Priority of Payments, an amount equal to the lesser of (i) all remaining amounts (if any) and (ii) the amount required by the Issuer to pay in full all amounts payable under item (d) of the Pre-Enforcement Principal Priority of Payments, less any Available Principal Receipts (other than paragraph (c) of the definition thereof) otherwise available to the Issuer, is available as Enhanced Amortisation Amounts to be applied as Available Principal Receipts in accordance with the Pre-Enforcement Principal Priority of Payments.

"**Final Redemption Date**" means the Interest Payment Date in respect of which the Cash Manager determines on the immediately preceding Calculation Date that, following the application on such Interest Payment Date of (i) Available Revenue Receipts in accordance with the Pre-Enforcement Revenue Priority of Payments, (ii) Class A and B Liquidity Reserve Fund Release Amounts in meeting any Class A and B Liquidity Deficit and any Liquidity Drawing in meeting any Class A Liquidity Deficit, in each case, against the relevant items in the Pre-Enforcement Revenue Priority of Payments in the order that they appear in the Pre-Enforcement Revenue Priority of Payments, (iii) the sum of the Available Principal Receipts (other than paragraph (c) of the definition thereof), (iv) all amounts standing to the credit of the Class A and B Liquidity Reserve Fund Account (after the application of

any Class A and B Liquidity Reserve Fund Release Amounts) and (v) all amounts which (but for the occurrence of the Final Redemption Date) would have been available for application pursuant to items (y) to (aa) (inclusive) of the Pre-Enforcement Revenue Priority of Payments, such amounts would be sufficient to redeem in full the Notes on such Interest Payment Date, including, as the case may be, as a result of the mandatory redemption of the Notes pursuant to Condition 8.3 (*Mandatory Redemption of the Notes in Full*) or Condition 8.4 (*Mandatory Redemption of the Notes for Taxation or Other Reasons*).

2. Class A and B Liquidity Reserve Fund and Class A and B Liquidity Reserve Fund Account

"**Class A and B Liquidity Reserve Fund**" means the amount standing to the credit of the Deposit Account from time to time corresponding to the credit entry made by the Cash Manager on the Class A and B Liquidity Reserve Fund Account and established on the Closing Date.

On the Closing Date, the Cash Manager on behalf of the Issuer will establish the Class A and B Liquidity Reserve Fund to provide liquidity support (and ultimately, credit enhancement) for the Class A Notes and the Class B Notes. The Class A and B Liquidity Reserve Fund will not be funded on the Closing Date.

After the Closing Date, on each Interest Payment Date up to but excluding the Class B Redemption Date, the Class A and B Liquidity Reserve Fund will be (as applicable and using Available Revenue Receipts) replenished up to the Previous Cash Liquidity Reserve Accumulated under item (k) of the Pre-Enforcement Revenue Priority of Payments and funded up to the Class A and B Liquidity Reserve Fund Required Amount under item (s) of the Pre-Enforcement Revenue Priority of Payments and the Cash Manager will credit to the Class A and B Liquidity Reserve Fund Account the amount of any Liquidity Drawing made under the Liquidity Facility Agreement to cure any remaining Class A Liquidity Deficit on that Interest Payment Date after having applied Principal Addition Amounts.

The Issuer may invest the amounts standing to the credit of the Class A and B Liquidity Reserve Fund Account from time to time in Authorised Investments.

The Cash Manager will maintain the Class A and B Liquidity Reserve Fund Account pursuant to the Cash Management Agreement.

Following the determination by the Cash Manager on each Calculation Date (up to and including the Calculation Date immediately preceding the Class B Redemption Date) of the Class A and B Liquidity Reserve Fund Required Amount in respect of the immediately following Interest Payment Date, the Cash Manager shall determine the Class A and B Liquidity Reserve Fund Excess Amount for application as Available Revenue Receipts on the immediately following Interest Payment Date (if any). On each Interest Payment Date up to and including the Class B Redemption Date, the Cash Manager will apply as Available Revenue Receipts the Class A and B Liquidity Reserve Fund Excess Amount (as determined on the immediately preceding Calculation Date).

On any Calculation Date up to but excluding the Calculation Date immediately preceding the Class B Redemption Date (prior to the service of an Enforcement Notice), if the Cash Manager determines that on the immediately following Interest Payment Date, there would be a Class A and B Liquidity Deficit (after the application of Available Revenue Receipts but prior to the application of any Principal Addition Amounts), the Cash Manager will apply on such Interest Payment Date an amount from the Class A and B Liquidity Reserve Fund equal to the lesser of:

(a) the amount standing to the credit of the Class A and B Liquidity Reserve Fund Account on such Interest Payment Date; and

(b) the amount of such Class A and B Liquidity Deficit,

(such amount being the "**Class A and B Liquidity Reserve Fund Release Amount**"), in meeting such Class A and B Liquidity Deficit against the relevant items in the Pre-Enforcement Revenue Priority of Payments in the order that they appear in the Pre-Enforcement Revenue Priority of Payments (any such amount to be debited from the Class A and B Liquidity Reserve Fund Account immediately after the application of any Available Revenue Receipts pursuant to the Pre-Enforcement Revenue Priority of Payments on such Interest Payment Date).

On the Class B Redemption Date, all amounts standing to the credit of the Class A and B Liquidity Reserve Fund will be applied, as Available Revenue Receipts in accordance with the Pre-Enforcement Revenue Priority of Payments.

As used in this Prospectus:

"**Class A and B Liquidity Deficit**" means, on any Interest Payment Date, an amount equal to any shortfall in Available Revenue Receipts (excluding paragraphs (j) and (k) of the definition of Available Revenue Receipts) to pay items (a) to (g) and (i) (inclusive) of the Pre-Enforcement Revenue Priority of Payments as determined by the Cash Manager on the immediately preceding Calculation Date.

"**Class A and B Liquidity Reserve Fund Account**" means the account maintained by the Cash Manager on behalf of the Issuer which records amounts credited to, and debited from, the Class A and B Liquidity Reserve Fund.

"**Class A and B Liquidity Reserve Fund Excess Amount**" means on any Interest Payment Date an amount equal to the greater of:

(a) zero; and

(b) the amount standing to the credit of the Class A and B Liquidity Reserve Fund Account on such Interest Payment Date, less the Class A and B Liquidity Reserve Fund Required Amount on such Interest Payment Date.

"**Class A and B Liquidity Reserve Fund Required Amount**" means:

(a) on the Closing Date, zero;

(b) on any Interest Payment Date up to but excluding the Class B Redemption Date, the lower of:

  (i) subject to a minimum floor of £250,000, an amount equal to 1.00 per cent. of:

    (A) the aggregate current Principal Amount Outstanding of the Class A Notes and the Class B Notes prior to the application of Available Principal Receipts on such Interest Payment Date; *less*

    (B) the Available Principal Receipts (excluding such amounts in paragraphs (b) and (c) of the definition thereof) for such Interest Payment Date; and

  (ii) the Class A and B Liquidity Reserve Fund Scheduled Amount in respect of that Interest Payment Date; and

(c) on each Interest Payment Date on and from the Class B Redemption Date, zero.

"**Class A and B Liquidity Reserve Fund Scheduled Amount**" means, in respect of each Interest Payment Date specified in the table below, the corresponding amount specified in the right hand column of the same row:

Interest Payment Date (occurring in)	Liquidity Reserve Fund Scheduled Amount (£)
20-Jan-27	181,052.08
20-Feb-27	362,104.17
20-Mar-27	543,156.25
20-Apr-27	724,208.33
20-May-27	905,260.42
20-Jun-27	1,086,312.50
20-Jul-27	1,267,364.58
20-Aug-27	1,448,416.67
20-Sep-27	1,629,468.75
20-Oct-27	1,810,520.83
20-Nov-27	1,991,572.92
20-Dec-27	2,172,625.00
20-Jan-28	2,353,677.08
20-Feb-28	2,534,729.17
20-Mar-28	2,715,781.25
20-Apr-28	2,896,833.33
20-May-28	3,077,885.42
20-Jun-28	3,258,937.50
20-Jul-28	3,439,989.58
20-Aug-28	3,621,041.67
20-Sep-28	3,802,093.75
20-Oct-28	3,983,145.83
20-Nov-28	4,164,197.92
20-Dec-28	4,345,250.00
From 20-Dec-28 onwards	4,345,250.00

"**Class A Liquidity Deficit**" means, on any Interest Payment Date, an amount equal to any shortfall in Available Revenue Receipts (excluding paragraphs (j) and (k) of the definition of Available

Revenue Receipts) to pay items (a) to (g) (inclusive) of the Pre-Enforcement Revenue Priority of Payments, as determined by the Cash Manager on the immediately preceding Calculation Date.

"**Class A Redemption Date**" means the Interest Payment Date in respect of which the Cash Manager determines on the immediately preceding Calculation Date that, following the application on such Interest Payment Date of (i) Available Revenue Receipts in accordance with the Pre-Enforcement Revenue Priority of Payments and (ii) any Class A and B Liquidity Reserve Fund Release Amounts in meeting any Class A and B Liquidity Deficit against the relevant items in the Pre-Enforcement Revenue Priority of Payments in the order that they appear in the Pre-Enforcement Revenue Priority of Payments, the sum of the Available Principal Receipts would be sufficient to redeem in full the Class A Notes on such Interest Payment Date.

"**Class B Redemption Date**" means the Interest Payment Date in respect of which the Cash Manager determines on the immediately preceding Calculation Date that, following the application on such Interest Payment Date of (i) Available Revenue Receipts in accordance with the Pre-Enforcement Revenue Priority of Payments and (ii) any Class A and B Liquidity Reserve Fund Release Amounts in meeting any Class A and B Liquidity Deficit against the relevant items in the Pre-Enforcement Revenue Priority of Payments in the order that they appear in the Pre-Enforcement Revenue Priority of Payments, the sum of the Available Principal Receipts would be sufficient to redeem in full the Class A Notes and the Class B Notes on such Interest Payment Date.

3. Liquidity Facility

On any Calculation Date up to and including the Calculation Date immediately preceding the Class A Redemption Date (prior to the service of an Enforcement Notice), if the Cash Manager determines that, on the immediately following Interest Payment Date, there would be a Class A Liquidity Deficit after the application of Available Revenue Receipts (excluding paragraph (k) of the definition of Available Revenue Receipts) and any Principal Addition Amounts, the Issuer (or the Cash Manager on its behalf) must on such Interest Payment Date request a Liquidity Drawing under the Liquidity Facility Agreement in an amount equal to such remaining Class A Liquidity Deficit and apply that amount in meeting such Class A Liquidity Deficit against the relevant items in the Pre-Enforcement Revenue Priority of Payments in the order that they appear in the Pre-Enforcement Revenue Priority of Payments.

Each Liquidity Drawing in respect of any Class A Liquidity Deficit will be the lesser of the amount of the Class A Liquidity Deficit (after the application of any Principal Addition Amounts) and the amount available for drawings under the Liquidity Facility. A Liquidity Drawing may only be made by a duly completed drawdown notice signed by an authorised signatory of the Issuer.

No Liquidity Drawing may be made if a Liquidity Facility Event of Default exists under the Liquidity Facility Agreement.

4. Use of Available Principal Receipts to pay Senior Expenses Deficit

On each Calculation Date prior to the service of an Enforcement Notice, and with reference to the immediately following Interest Payment Date, the Cash Manager will calculate whether there will be a shortfall of Available Revenue Receipts and Class A and B Liquidity Reserve Fund Release Amounts to pay:

(a) items (a) to (g) of the Pre-Enforcement Revenue Priority of Payments;

(b) item (i) of the Pre-Enforcement Revenue Priority of Payments;

(c) item (m) of the Pre-Enforcement Revenue Priority of Payments;

(d) item (o) of the Pre-Enforcement Revenue Priority of Payments; and

(e) item (q) of the Pre-Enforcement Revenue Priority of Payments,

on such Interest Payment Date.

If the Cash Manager determines that there will be a shortfall (such shortfall being a "**Senior Expenses Deficit**"), then pursuant to item (b) of the Pre-Enforcement Principal Priority of Payments, the Cash Manager on behalf of the Issuer shall apply (after the application of Available Revenue Receipts (excluding any Liquidity Drawing to be made on that Interest Payment Date) and any Class A and B Liquidity Reserve Fund Release Amounts) an amount of Available Principal Receipts equal to the lesser of:

(i) the amount of Available Principal Receipts available for application pursuant to the Pre-Enforcement Principal Priority of Payments on such Interest Payment Date; and

(ii) the amount of such Senior Expenses Deficit,

(such amount being the "**Principal Addition Amount**"), in meeting such Senior Expenses Deficit against the relevant items in the Pre-Enforcement Revenue Priority of Payments in the order that they appear in the Pre-Enforcement Revenue Priority of Payments. Available Principal Receipts shall only be applied as Principal Addition Amounts to provide for any such Senior Expenses Deficit in respect of item (i), (m), (o) or (q) of the Pre-Enforcement Revenue Priority of Payments if the relevant PDL Condition applies.

Any Available Principal Receipts applied as Principal Addition Amounts will be recorded as a debit on the Principal Deficiency Ledger (as further described below).

5. Principal Deficiency Ledger

A Principal Deficiency Ledger will be established to record any Losses affecting the Loans in the Portfolio and/or any Principal Addition Amounts. The Principal Deficiency Ledger will comprise the following sub-ledgers:

(a) the Principal Deficiency Ledger relating to the Class A Notes (the "**Class A Principal Deficiency Sub-Ledger**");

(b) the Principal Deficiency Ledger relating to the Class B Notes (the "**Class B Principal Deficiency Sub-Ledger**");

(c) the Principal Deficiency Ledger relating to the Class C Notes (the "**Class C Principal Deficiency Sub-Ledger**");

(d) the Principal Deficiency Ledger relating to the Class D Notes (the "**Class D Principal Deficiency Sub-Ledger**"); and

(e) the Principal Deficiency Ledger relating to the Class E Notes (the "**Class E Principal Deficiency Sub-Ledger**"),

(each a "**Principal Deficiency Sub-Ledger**").

Any Losses on the Portfolio, and/or any Principal Addition Amounts and/or amounts credited to the Standby Account pursuant to item (c) of the Pre-Enforcement Principal Priority of Payments will be recorded as a debit (on the date that the Cash Manager is informed of such Losses by the relevant Servicer or such Principal Addition Amounts are determined by the Cash Manager (as applicable)):

(i) first, to the Class E Principal Deficiency Sub-Ledger up to a maximum amount equal to the Principal Amount Outstanding of the Class E Notes;

(ii) second, to the Class D Principal Deficiency Sub-Ledger up to a maximum amount equal to the Principal Amount Outstanding of the Class D Notes;

(iii) third, to the Class C Principal Deficiency Sub-Ledger up to a maximum amount equal to the Principal Amount Outstanding of the Class C Notes;

(iv) fourth, to the Class B Principal Deficiency Sub-Ledger up to a maximum amount equal to the Principal Amount Outstanding of the Class B Notes; and

(v) fifth, to the Class A Principal Deficiency Sub-Ledger up to a maximum amount equal to the Principal Amount Outstanding of the Class A Notes.

Investors should note that realised Losses in any period will be calculated after applying any recoveries following enforcement of a Loan to outstanding fees and interest amounts due and payable on the relevant Loan.

The Cash Manager will record as a credit to the Principal Deficiency Ledger (i) Available Revenue Receipts applied pursuant to items (h), (l), (n), (p) and (r) of the Pre-Enforcement Revenue Priority of Payments (if any) (which amounts shall, for the avoidance of doubt, thereupon become Available Principal Receipts) and (ii) Enhanced Amortisation Amounts applied in accordance with item (x) of the Pre-Enforcement Revenue Priority of Payments (which amounts shall, for the avoidance of doubt, thereupon become Available Principal Receipts).

Any amount credited to the Principal Deficiency Ledger in respect of Enhanced Amortisation Amounts will be reduced to the extent of any future Losses arising in respect of the Portfolio.

If there are any Losses on the Portfolio and/or any Principal Addition Amounts and/or amounts credited to the Standby Account pursuant to item (c) of the Pre-Enforcement Principal Priority of Payments recorded against the Principal Deficiency Ledgers, then the Enhanced Amortisation Amounts shall be applied to reduce:

(a) first, the Class A Principal Deficiency Sub-Ledger to zero;

(b) second, the Class B Principal Deficiency Sub-Ledger to zero;

(c) third, the Class C Principal Deficiency Sub-Ledger to zero;

(d) fourth, the Class D Principal Deficiency Sub-Ledger to zero; and

(e) fifth, the Class E Principal Deficiency Sub-Ledger to zero.

If there are no Losses on the Portfolio and/or any Principal Addition Amounts recorded against the Principal Deficiency Ledgers and/or amounts credited to the Standby Account pursuant to item (c) of the Pre-Enforcement Principal Priority of Payments, then no adjustments will be made to the Principal Deficiency Ledgers in accordance with item (x) of the Pre-Enforcement Revenue Priority of Payments.

"**Losses**" means the aggregate of (a) all realised losses on the Loans comprising the Portfolio which are not recovered from the proceeds following the sale of the Property to which such Loan relates or any losses realised by the Issuer on the Loans comprised in the Portfolio as a result of the failure of the Collection Account Bank to remit funds to the Issuer and (b) any loss to the Issuer as a result of an exercise of any set off by any Borrower in respect of its Loan comprising the Portfolio.

6. Available Revenue Receipts and Available Principal Receipts

Available Revenue Receipts and Available Principal Receipts shall be applied on each Interest Payment Date in accordance with the Pre-Enforcement Revenue Priority of Payments and the Pre-Enforcement Principal Priority of Payments, respectively. Other than amounts which the Issuer expects to generate in each accounting period as its profit in respect of the business of the Issuer, amounts standing to the credit of the Issuer Profit Account or the Class A and B Liquidity Reserve Fund Account (other than any amounts representing Class A and B Liquidity Reserve Fund Release Amounts or Class A and B Liquidity Reserve Fund Excess Amounts) and amounts standing to the credit of any Swap Collateral Accounts (if any), it is not intended that any surplus will be accumulated by the Issuer.

If, on any Interest Payment Date while there are Notes outstanding, the Issuer has insufficient Available Revenue Receipts, Class A and B Liquidity Reserve Fund Release Amounts and Principal Addition Amounts to pay the interest that would otherwise be payable absent the deferral provisions in respect of the Notes other than in respect of the Most Senior Class of Notes, then the Issuer will be entitled under Condition 17 (*Subordination by Deferral*) to defer payment of that amount (to the extent of the insufficiency) until the following Interest Payment Date. Any such deferral in accordance with the deferral provisions contained in the Conditions will not constitute an Event of Default. However, failure to pay interest on the Most Senior Class of Notes within any applicable grace period in accordance with the Conditions shall constitute an Event of Default under the Notes which may result in the Security Trustee enforcing the Security.

7. Interest Rate Risk for the Notes

Swap Agreement

The Issuer will enter into one or more Swap Transactions, which will be governed by a Swap Agreement.

The initial Swap Transaction will be entered into on or around the Closing Date.

Swap Transactions

Some of the Loans in the Portfolio pay or will pay a fixed rate of interest for an initial period of time. However, the Issuer's liabilities under the Notes are based on the Compounded Daily SONIA for the relevant period.

To provide a hedge, to a certain extent, against the possible variance between:

(a) the fixed rates of interest payable on certain of the Fixed Rate Loans in the Portfolio (which may include, for the avoidance of doubt, any Product Switches which become Fixed Rate Loans); and

(b) the rate of interest under the Notes being calculated by reference to Compounded Daily SONIA,

the Issuer will enter into one or more Swap Transactions with the Swap Provider under a Swap Agreement on or around the Closing Date and thereafter the Issuer may enter into further Swap Transactions from time to time in order to hedge additional interest rate risk arising due to Product Switches.

Under each Swap Transaction, for each Swap Calculation Period falling prior to the termination date of the Swap Transaction, the following amounts will be calculated:

(a) the amount produced by applying Compounded Daily SONIA (provided that, for the purposes of the Swap Agreement, Compounded Daily SONIA shall be determined on the relevant Swap Floating Rate Determination Date and calculated by the Swap Provider, as calculation agent under the Swap Agreement) to the Notional Amount (as defined below) of the relevant Swap Transaction for the relevant Swap Calculation Period and multiplying the resulting amount by the Day Count Fraction (as defined below) (the "**Swap Provider Swap Amount**"); and

(b) the amount in Sterling produced by applying the applicable Fixed Rate (as defined in the Swap Agreement) in respect of the relevant Swap Calculation Period (as specified in the schedule to the confirmation evidencing the Swap Transaction) to the Notional Amount of the relevant Swap Transaction for the relevant Swap Calculation Period and multiplying the resulting amount by the Day Count Fraction (the "**Issuer Swap Amount**").

After these two amounts are calculated in relation to a Swap Payment Date, the following payments will be made on that Swap Payment Date in respect of the relevant Swap Transaction:

(a) if the Swap Provider Swap Amount for that Swap Payment Date is greater than the Issuer Swap Amount for that Swap Payment Date, then the Swap Provider will pay an amount equal to the excess to the Issuer;

(b) if the Issuer Swap Amount for that Swap Payment Date is greater than the Swap Provider Swap Amount for that Swap Payment Date, then the Issuer will pay an amount equal to the excess to the Swap Provider; and

(c) if the two amounts are equal, neither party will make a payment to the other.

For the purposes of calculating both the Issuer Swap Amount and the Swap Provider Swap Amount in respect of a Swap Calculation Period, the notional amount of the relevant Swap Transaction (the "**Notional Amount**") will be set out in a pre-agreed table to the relevant Swap Transaction and based on the expected repayment profile of the proportion of Fixed Rate Loans (which may include, for the avoidance of doubt, any Product Switches which become Fixed Rate Loans) applicable to such Swap Transaction with the Swap Provider assuming constant prepayment rate for each period based on the characteristics of the relevant Fixed Rate Loans and applying the Seller's forecasted prepayment behaviour on the Current Balance of (i) such Fixed Rate Loans in the Portfolio as at the Cut-Off Date or (ii) the relevant Fixed Rate Loans that are Additional Mortgage Loans purchased by the Issuer after the Closing Date.

In addition, on the Closing Date, an upfront payment in respect of a swap fee may be payable by the Issuer to the Swap Provider under the terms of and in respect of the Swap Transaction entered into on the Closing Date.

Each Swap Transaction shall be entered into by way of: (i) transferring by way of novation and amendment one or more hedging transactions entered between the 2023-1 Issuer and the 2023-1 Swap Provider to the Issuer and the Swap Provider; (ii) transferring by way of novation and amendment one or more interest rate swap transactions entered into by the Seller in conjunction with its origination pipeline; and/or (iii) new (or novated) interest rate swap transactions entered into between the Issuer and the Swap Provider, as required.

For the purposes of determining the amounts payable under a Swap Transaction, the following definitions apply:

"**Day Count Fraction**" means, in respect of the relevant Swap Transaction, in respect of any Swap Calculation Period, the number of calendar days in that Swap Calculation Period divided by 365;

"**Period End Date**" means, in respect of a Swap Transaction and the Swap Agreement, the 20th day of each month in each year (with the initial Period End Date in respect of each Swap Transaction entered into on or around the Closing Date commencing on 20 January 2027) and ending on the termination date of that Swap Transaction, in each case, subject to adjustment in accordance with the modified following business day convention as set out in the Swap Agreement;

"**Swap Calculation Period**" means, in respect of a Swap Payment Date (other than initial Swap Payment Date) under a Swap Transaction, each period that commences on a Period End Date under that Swap Transaction and ends on (but excludes) the immediately following Period End Date and in respect of the first Swap Calculation Period for a Swap Transaction, means the period commencing on (and including) the effective date of that Swap Transaction and ending on (but excluding) the first Period End Date under that Swap Transaction;

"**Swap Floating Rate Determination Date**" means, in respect of a Swap Transaction, in respect of each Swap Calculation Period under that Swap Transaction, the day which is 5 Business Days prior to the Period End Date for such Swap Calculation Period; and

"**Swap Payment Date**" means, in respect of a Swap Transaction, each Period End Date under that Swap Transaction, provided that the initial Swap Payment Date in respect of each Swap Transaction in respect of each Swap Transaction shall be as specified in such Swap Transaction.

The Swap Transactions may not fully hedge the Issuer's interest rate risk as discussed under the section entitled "*Risk Factors – Counterparty and Third Party Risks – Interest Rate Risk*".

General

If a payment is made by the Swap Provider in respect of the Swap Agreement (other than, in relation to the Swap Agreement (i) any Early Termination Amount (as determined in accordance with the Swap Agreement) received by the Issuer under the Swap Agreement, (ii) Swap Collateral in respect of the Swap Agreement, (iii) any Replacement Swap Premium paid to the Issuer in respect of the Swap Agreement, and (iv) amounts in respect of Swap Tax Credits in respect of the Swap Agreement on such Interest Payment Date other than, in each case, any Swap Collateral Account Surplus which is to be applied as Available Revenue Receipts in accordance with the Swap Collateral Account Priority of Payments), that payment will be included in the Available Revenue Receipts and will be applied on the relevant Swap Payment Date according to the applicable Priority of Payments. If a payment is to be made by the Issuer, it will be made according to the applicable Priority of Payments of the Issuer.

Under the terms of the Swap Agreement, in the event that the relevant rating(s) of the Swap Provider assigned by a Rating Agency falls below the required swap rating (the "**Required Swap Rating**") (as to which see further the section entitled "*Transaction Overview – Triggers Tables*"), the Swap Provider will, in accordance with the Swap Agreement, be required to take certain remedial measures within the timeframe stipulated in the Swap Agreement and at its own cost which may include providing collateral for its obligations under the relevant Swap Transaction(s), arranging for its obligations under the relevant Swap Transaction(s) to be transferred to an entity with the Required Swap Ratings or procuring another eligible entity with the Required Swap Ratings to become co-obligor or guarantor, as applicable, in respect of its obligations under the relevant Swap Transaction(s). If there is an early termination of the Swap Agreement, the Cash Manager (on behalf of the Issuer) or, following the service of an Enforcement Notice, the Security Trustee shall instruct the custodian, if any, to liquidate any securities constituting Swap Collateral in the Swap Securities Collateral Account in respect of the Swap Agreement on a delivery versus payment basis promptly following such early termination of the Swap Agreement. However, no assurance can be given that, at the time that such actions are required, sufficient collateral will be available to the Swap Provider in accordance with the Swap Agreement for posting or that another entity with the Required Swap Rating will be available to become a replacement swap provider, co-obligor or guarantor or that the applicable Swap Provider will be able

to take the requisite other action. If the remedial measures following a downgrade below the Required Swap Rating are not taken within the applicable time frames, this will, in certain circumstances, permit the Issuer to terminate the Swap Agreement early.

The Swap Transactions may be terminated in certain circumstances, including the following, each as more specifically defined in the Swap Agreement (an "**Early Termination Event**"):

(a) if there is a failure by a party to pay amounts due under the Swap Agreement and any applicable grace period has expired;

(b) if certain insolvency events occur with respect to the Swap Provider or the Issuer;

(c) if a material misrepresentation is made by the Swap Provider under the Swap Agreement;

(d) if a breach of a provision of the Swap Agreement by the Swap Provider is not remedied within the applicable grace period;

(e) if a change of law results in the obligations of one of the parties to the Swap Agreement becoming illegal;

(f) if certain force majeure events occur and result in one of the parties to the Swap Agreement being prevented from performing its obligations, receiving payments or complying with any material provision of the Swap Agreement;

(g) in certain circumstances, if a deduction or withholding for, or on account of, taxes is imposed on payments under the relevant Swap Transaction due to a change in law;

(h) in certain circumstances, if a deduction or withholding for, or on account of, taxes is imposed on payments under the relevant Swap Transaction following a merger event as more particularly described in the Swap Agreement;

(i) if the Swap Provider is downgraded and fails to comply with the requirements of the downgrade provisions contained in the Swap Agreement and described above;

(j) service by the Note Trustee of an Enforcement Notice on the Issuer pursuant to Condition 11 (*Events of Default*) of the Notes;

(k) if there is a redemption in full of the Notes pursuant to Condition 8.2 (*Mandatory Redemption prior to the service of an Enforcement Notice or on the Call Option Redemption Date*), Condition 8.3 (*Mandatory Redemption of the Notes in Full*) or Condition 8.4 (*Mandatory Redemption of the Notes for Taxation or Other Reasons*) or otherwise; and

(l) any of the Transaction Documents are modified, amended, varied, supplemented, or a consent or waiver is given in respect of the Transaction Documents, without the Swap Provider's prior written consent (such consent not to be unreasonably withheld), where: (A) such amendment, modification, variation, supplement, waiver or consent would adversely affect the Swap Provider's rights or obligations under, or interests in respect of: (I) the Priorities of Payments or the Swap Collateral Account Priority of Payments; (II) the timing or amount of any payments or deliveries due from (x) the Issuer to the Swap Provider or (y) the Swap Provider to the Issuer; (III) the Swap Provider's status as a Secured Creditor or the Swap Provider's rights in relation to 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 Secured Creditors); (IV) any requirement to obtain the Swap Provider's prior consent (written or otherwise) in respect of any matter; (B) such amendment, modification, variation, supplement, waiver or consent relates to Condition 8 (*Redemption*) of

the Notes or any additional redemption rights in respect of the Notes and such amendment, modification, variation, supplement, waiver or consent would prejudice the Swap Provider; (C) such amendment, modification, variation, supplement, waiver or consent has the effect that immediately thereafter, the Swap Provider would be required to pay more or receive less if it transferred any Swap Transaction under the Swap Agreement to another person than it would have paid or received prior to such amendment or waiver (in respect of any such amendment, modification, variation, supplement, waiver or consent, the Swap Provider's consent not to be unreasonably withheld); or (D) such amendment, modification, variation, supplement, waiver or consent is otherwise materially prejudicial to the Swap Provider or its rights, obligations or interests. Whether any modification, supplement, waiver or consent would or does adversely affect the Swap Provider's rights or obligations under, or interests in respect of a matter or would prejudice the Swap Provider or be adverse to the Swap Provider's interests will be determined by the Swap Provider acting in good faith and in a commercially reasonable manner.

Under the terms of the Swap Agreement, upon an early termination of a Swap Transaction, depending on the type of Early Termination Event and the circumstances prevailing at the time of termination, the Issuer or the Swap Provider may be liable to pay an Early Termination Amount (as defined in the Swap Agreement) to the other. This Early Termination Amount will be calculated and made in Sterling. The amount of any termination payment may reflect, among other things, the cost of entering into a replacement transaction at the time, third-party market data such as rates, prices, yields and yield curves, or similar information derived from internal sources of the party making the determination and will include any unpaid amounts that became due and payable on or prior to the date of termination.

Depending on the terms of the relevant Swap Transaction and the circumstances prevailing at the time of termination, any such Early Termination Amount (as defined in the Swap Agreement) could be substantial and may affect the funds available for paying amounts due to the Noteholders.

The Issuer will use its reasonable endeavours, upon termination of the Swap Transactions under the Swap Agreement, to find a replacement swap provider or enter into replacement Swap Transactions with another existing Swap Provider, although, in each case, no guarantees can be given of such replacement Swap Agreement and/or replacement Swap Transactions.

The Issuer is not obliged under the Swap 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 relevant Swap Transaction.

The Swap 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 (other than withholding tax imposed under FATCA) is imposed on payments made by it under the Swap Agreement, provided that the Swap Provider will not be required to pay any additional amount to the Issuer under the Swap Agreement to the extent that it would not be required to be paid but for the failure of the Issuer to comply with or perform any agreement contained in the Swap Agreement.

Partial Swap Unwind

The Issuer and the Swap Provider may, at any time, agree to reduce the Notional Amounts of all Swap Transactions (on a *pro rata* basis across all Swap Transactions) in respect of any Swap Calculation Period under the Swap Agreement (each such reduction under the Swap Agreement, a "**Partial Swap Unwind**") two Local Business Days (as defined in the Swap Agreement) prior to a Reduction Date (as defined in the Swap Agreement), provided that immediately following any such Partial Swap Unwind:

(a) the Servicer has confirmed in writing to the Seller and the Issuer that, following any such Partial Swap Unwind, the overall amortisation profile in respect of the aggregate notional amount under all Swap Transactions under the Swap Agreement will not reflect a higher prepayment scenario in respect of the underlying Portfolio than 12.5% as at the date of such Partial Swap Unwind;

(b) the Issuer shall give notice of the completion of each Partial Swap Unwind to the Security Trustee, the Seller, the Cash Manager and the Rating Agencies; and

(c) there is no positive mark-to-market (MTM) in favour of the Swap Provider in respect of each Partial Swap Unwind under the Swap Agreement.

The Swap Agreement and any non-contractual obligations arising out of, or in connection with, it will be governed by English law.

CASHFLOWS

Definition of Revenue Receipts

"**Revenue Receipts**" means (a) payments of interest and other fees (including Early Repayment Charges) due from time to time under the Loans (other than Pre-Closing Collections comprising payments of interest in respect of the Loans in an amount equal to £1,089,884.08) and other amounts received by the Issuer in respect of the Loans and their Related Security other than payments of interest, fees and other amounts comprising Optional Purchase Collections, the Optional Purchase Price received by the Issuer pursuant to the exercise of the Call Option and Principal Receipts, (b) recoveries of interest from Borrowers under defaulted Loans being enforced, (c) recoveries of all amounts from Borrowers under defaulted Loans following enforcement and sale of the relevant property and (d) the proceeds of repurchase attributable to Accrued Interest and Arrears of Interest only of any Loan repurchased by the Seller from the Issuer pursuant to the Mortgage Sale Agreement.

Definition of Available Revenue Receipts

"**Available Revenue Receipts**" means, for each Interest Payment Date, an amount equal to the aggregate of (without double counting):

(a) all Revenue Receipts or, if in a Determination Period, any Calculated Revenue Receipts, in each case, excluding any Reconciliation Amounts to be applied as Available Principal Receipts on that Interest Payment Date, received by the Issuer:

  (i) during the immediately preceding Collection Period; or

  (ii) if representing amounts received in respect of any repurchases of Loans and their Related Security by the Seller pursuant to the Mortgage Sale Agreement, from but excluding the Collection Period Start Date immediately preceding the immediately preceding Interest Payment Date (or, in the case of the first Interest Payment Date, from and including the Closing Date) to and including the immediately preceding Collection Period Start Date;

(b) interest payable to the Issuer on the Issuer Accounts and received in the immediately preceding Collection Period (other than the Standby Account and any amount of interest or income received in respect of any Swap Collateral) and income from any Authorised Investments to be received on or prior to the Interest Payment Date (other than any amount of income received in respect of the Swap Collateral);

(c) amounts received or to be received by the Issuer under, or in connection with, the Swap Agreement (other than (i) any Early Termination Amount (as defined in the Swap Agreement) received by the Issuer under any Swap Agreement, (ii) Swap Collateral, (iii) any Replacement Swap Premium paid to the Issuer, and (iv) amounts in respect of Swap Tax Credits on such Interest Payment Date other than, in each case, any Swap Collateral Account Surplus which is to be applied as Available Revenue Receipts in accordance with the Swap Collateral Account Priority of Payments);

(d) on each Interest Payment Date up to but excluding the Class B Redemption Date, the Class A and B Liquidity Reserve Fund Excess Amount (which, for the avoidance of doubt, shall be calculated prior to determining any Class A and B Liquidity Reserve Fund Release Amount, Principal Addition Amounts and Liquidity Drawings (if any) to be applied on such Interest Payment Date in accordance with the Pre-Enforcement Revenue Priority of Payments);

(e) on the Class B Redemption Date, all amounts standing to the credit of the Class A and B Liquidity Reserve Fund Account;

(f) on each Interest Payment Date following a Determination Period, any Reconciliation Amounts deemed to be Available Revenue Receipts in accordance with Condition 6.8(c) (*Determinations and Reconciliation*);

(g) amounts credited to the Deposit Account on the previous Interest Payment Date in accordance with item (z) of the Pre-Enforcement Revenue Priority of Payments;

(h) amounts representing the Optional Purchase Price received by the Issuer upon the sale of the Loans and their Related Security comprising the Portfolio further to the exercise of the Call Option;

(i) other net income of the Issuer received during the immediately preceding Collection Period, excluding any Principal Receipts;

(j) amounts (which would otherwise constitute Available Principal Receipts) determined to be applied as Available Revenue Receipts on the immediately succeeding Interest Payment Date in accordance with item (e) of the Pre-Enforcement Principal Priority of Payments; and

(k) any Liquidity Drawings (including drawings made from the Standby Account as a deemed Liquidity Drawing) made with reference to such Interest Payment Date to cure a Class A Liquidity Deficit but solely after having applied other Available Revenue Receipts, Class A and B Liquidity Reserve Fund Release Amounts and Principal Addition Amounts,

less:

(l) amounts (which would otherwise constitute Revenue Receipts) applied from time to time during the immediately preceding Collection Period and transferred to the Expenses Account pursuant to the Servicing Agreement and the Cash Management Agreement towards making payment of certain monies which properly belong to third parties (including the Seller) such as (but not limited to):

(i) certain costs and expenses charged or incurred by the Servicer in respect of its servicing of the Loans pursuant to the Servicing Agreement, other than the Servicing Fee and not otherwise covered by the items below;

(ii) any amounts required to be paid into the Expenses Account in accordance with schedule 2 (*Banking*) of the Servicing Agreement;

(iii) payments of certain insurance premiums in respect of the Borrower Buildings Policies and Title Indemnity Policies (to the extent referable to the Loans);

(iv) amounts under a Direct Debit which are repaid to the bank making the payment if such bank is unable to recoup or recall such amount itself from its customer's account or is required to refund an amount previously debited; and

(v) any amount received from a Borrower for the express purpose of payment being made to a third party for the provision of a service to that Borrower,

(items within this paragraph (l) being collectively referred to herein as "**Third Party Amounts**");

(m) amounts standing to the credit of the Expenses Ledger of the Deposit Account towards making payment of Transaction Expenses and to pay any Expenses Unused Amount to the Seller on the First Interest Payment Date;

(n) any tax payments paid or payable by the Issuer during the immediately preceding Collection Period to the extent not funded from amounts standing to the credit of the Issuer Profit Account; and

(o) (taking into account any amount paid by way of Third Party Amounts) amounts to remedy any overdraft in relation to the Collection Account or to pay any amounts due to the Collection Account Bank.

Application of Available Revenue Receipts prior to the service of an Enforcement Notice on the Issuer

On each relevant Interest Payment Date prior to the service of an Enforcement Notice by the Note Trustee on the Issuer, the Cash Manager, on behalf of the Issuer, shall apply or provide for the application of the Available Revenue Receipts excluding paragraph (k) of the definition of Available Revenue Receipts (before the application of any Class A and B Liquidity Reserve Fund Release Amounts and then any Principal Addition Amounts) in the following order of priority (in each case, only if and to the extent that payments or provisions of a higher priority have been made in full) (the "**Pre-Enforcement Revenue Priority of Payments**"):

(a) *first*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof of:

(i) any fees, costs, charges, Liabilities, expenses and all other amounts then due to the Note Trustee and any Appointee under the provisions of the Trust Deed and the other Transaction Documents, together with VAT (if payable) thereon as provided therein; and

(ii) any fees, costs, charges, Liabilities, expenses and all other amounts then due to the Security Trustee and any Appointee under the provisions of the Deed of Charge and the other Transaction Documents, together with VAT (if payable) thereon as provided therein;

(b) *second*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof (in each case without double counting) of:

(i) any amounts then due and payable to the Agent Bank, the Registrar and the Paying Agents and any fees, costs, charges, Liabilities and expenses then due to them under the provisions of the Agency Agreement, together with VAT (if payable) thereon as provided therein;

(ii) any amounts then due and payable to the Cash Manager and any fees, costs, charges, Liabilities and expenses then due to it under the provisions of the Cash Management Agreement, together with VAT (if payable) thereon as provided therein;

(iii) any amounts then due and payable to the Servicer and any fees (including the Servicing Fee), costs, charges, Liabilities and expenses then due under the provisions of the Servicing Agreement, together with VAT (if payable) thereon as provided therein;

(iv) any amounts then due and payable to the Back-Up Servicing Facilitator and any fees, costs, charges, Liabilities and expenses then due under the provisions of the Servicing Agreement, together with VAT (if payable) thereon as provided therein;

(v) any amounts then due and payable to the Corporate Services Provider and any fees, costs, charges, Liabilities and expenses then due under the provisions of the Corporate Services Agreement, together with VAT (if payable) thereon as provided therein;

(vi) any amounts then due and payable to the Issuer Account Bank and any fees, costs, charges, Liabilities and expenses then due under the provisions of the Bank Account Agreement, together with VAT (if applicable) thereon as provided therein;

(vii) any amounts then due and payable to the Custodian and any fees, costs, charges, Liabilities and expenses then due under the provisions of the relevant Custody Agreement, together with VAT (if applicable) thereon as provided therein; and

(viii) if applicable, the fees, costs, liabilities and expenses of the UK Securitisation Repository, EuroABS or any other third-party website provider;

(c) *third*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof of:

(i) any amounts due and payable by the Issuer to third parties and incurred without breach by the Issuer of the Transaction Documents to which it is a party (and for which payment has not been provided for elsewhere) and any amounts required to pay or discharge any liability of the Issuer for corporation tax of the Issuer (but only to the extent not capable of being satisfied out of amounts retained by the Issuer under item (f) below); and

(ii) any Transfer Costs which the Servicer has failed to pay pursuant to clause 20.2 (*Costs of termination*) of the Servicing Agreement;

(d) *fourth*, in the following order of priority, to pay, in or towards satisfaction of *first*, on a *pro rata* and pari passu basis, any amounts (including interest and fees) due to the Liquidity Facility Provider under the Liquidity Facility Agreement other than principal amounts and *second*, any principal amounts due to the Liquidity Facility Provider under the Liquidity Facility Agreement;

(e) *fifth*, in or towards, *pro rata* and *pari passu*, satisfaction of, any amounts due to the Swap Provider in respect of the Swap Agreement (including, if applicable, any Early Termination Amount (as defined in the Swap Agreement) due and payable by the Issuer to the Swap Provider to the extent such amount is not discharged pursuant to the Swap Collateral Account Priority of Payments, but excluding, if applicable, any related Hedge Subordinated Amounts in respect of the Swap Provider);

(f) *sixth*, to pay the Issuer an amount equal to £100 to be retained by the Issuer as profit in respect of the business of the Issuer (the "**Issuer Profit Amount**");

(g) *seventh*, to provide for amounts due on the relevant Interest Payment Date, to pay, *pro rata* and *pari passu*, interest due and payable on the Class A Notes;

(h) *eighth*, (so long as the Class A Notes remain outstanding following such Interest Payment Date), to credit the Class A Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Available Principal Receipts);

(i) *ninth*, to provide for amounts due on the relevant Interest Payment Date, to pay, *pro rata* and *pari passu*, interest due and payable on the Class B Notes;

(j) *tenth*, on and from the LF Replacement Date (so long as the Class A Notes remain outstanding following such Interest Payment Date) to credit the Standby Account in an amount up to the LF Required Amount less amounts standing to the credit of the Standby Account at that time (including the amount of any Standby Drawing made under the Liquidity Facility Agreement on that Interest Payment Date);

(k) *eleventh*, (so long as the Class A Notes and the Class B Notes remain outstanding following such Interest Payment Date) to credit the Class A and B Liquidity Reserve Fund Account up to the Previous Cash Liquidity Reserve Accumulated;

(l) *twelfth*, (so long as the Class B Notes remain outstanding following such Interest Payment Date), to credit the Class B Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Available Principal Receipts);

(m) *thirteenth*, to provide for amounts due on the relevant Interest Payment Date, to pay, *pro rata* and *pari passu*, interest due and payable on the Class C Notes;

(n) *fourteenth*, (so long as the Class C Notes remain outstanding following such Interest Payment Date), to credit the Class C Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Available Principal Receipts);

(o) *fifteenth*, to provide for amounts due on the relevant Interest Payment Date, to pay, *pro rata* and *pari passu*, interest due and payable on the Class D Notes;

(p) *sixteenth*, (so long as the Class D Notes remain outstanding following such Interest Payment Date), to credit the Class D Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Available Principal Receipts);

(q) *seventeenth*, to provide for amounts due on the relevant Interest Payment Date, to pay, *pro rata* and *pari passu*, interest due and payable on the Class E Notes;

(r) *eighteenth*, (so long as the Class E Notes remain outstanding following such Interest Payment Date), to credit the Class E Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Available Principal Receipts);

(s) *nineteenth*, (so long as the Class A Notes and the Class B Notes remain outstanding following such Interest Payment Date) to credit the Class A and B Liquidity Reserve Fund Account up to the Class A and B Liquidity Reserve Fund Required Amount;

(t) *twentieth*, to provide for amounts due on the relevant Interest Payment Date, to pay, *pro rata* and *pari passu*, interest due and payable on the Class X1 Notes;

(u) *twenty-first*, to provide for amounts due on the relevant Interest Payment Date, to pay, *pro rata* and *pari passu*, principal due and payable on the Class X1 Notes until the Principal Amount Outstanding on the Class X1 Notes has been reduced to zero;

(v) *twenty-second,* to provide for amounts due on the relevant Interest Payment Date, to pay, *pro rata* and *pari passu*, interest due and payable on the Class X2 Notes;

(w) *twenty-third,* to provide for amounts due on the relevant Interest Payment Date, to pay, *pro rata* and *pari passu*, principal due and payable on the Class X2 Notes until the Principal Amount Outstanding on the Class X2 Notes has been reduced to zero;

(x) *twenty-fourth*, on any Interest Payment Date occurring on or after the Optional Redemption Date or the Final Redemption Date an amount equal to the lesser of:

(i) all remaining amounts (if any); and

(ii) the amount required by the Issuer to pay in full all amounts payable under item (d) of the Pre-Enforcement Principal Priority of Payments, less any Available Principal Receipts (other than paragraph (c) of the definition thereof) otherwise available to the Issuer,

to be applied as Available Principal Receipts;

(y) *twenty-fifth*, amounts due to the Swap Provider in respect of any Hedge Subordinated Amount in respect of the Swap Provider (to the extent such amount is not discharged pursuant to the Swap Collateral Account Priority of Payments);

(z) *twenty-sixth*, on any Interest Payment Date falling within a Determination Period, all remaining amounts to be credited to the Deposit Account to be applied on the next Interest Payment Date as Available Revenue Receipts; and

(aa) *twenty-seventh,* on any Interest Payment Date prior to (but excluding) the Optional Redemption Date, all remaining amounts to be applied, *pro rata* and *pari passu*, as RC1 Payments to the RC1 Certificateholders and on any Interest Payment Date falling on or after the Optional Redemption Date, all remaining amounts to be applied *pro rata* and *pari passu*, as RC2 Payments to the holders of the RC2 Residual Certificates.

As used in this Prospectus:

"**Accrued Interest**" means, in respect of a Loan, as at any date, the aggregate of all interest accrued but not yet due and payable on the Loan from (and including) the monthly payment date immediately preceding the relevant date to (but excluding) the relevant date.

"**Appointee**" means any attorney, manager, agent, delegate, nominee, custodian, co-trustee, financial adviser or other professional adviser or other person properly appointed or employed by the Note Trustee under the Trust Deed or the Security Trustee under the Deed of Charge (as applicable) to discharge any of its functions.

"**Arrears of Interest**" means, as at any date, in respect of any Loan, the aggregate of all interest (other than Capitalised Amounts) on that Loan which is currently due and payable and unpaid on that date.

"**Call Option Redemption Date**" means any Final Redemption Date falling on the Optional Purchase Completion Date.

"**Custody Agreement**" means, in relation to the Swap Agreement, any custody agreement entered into after the Closing Date at the request of the Swap Provider following a Swap Collateral Trigger Event, between, among others, the Issuer, the Security Trustee and the Custodian, no later than 30 days following such request, pursuant to the terms of the Swap Agreement.

"**Early Repayment Charge**" means any charge (other than a Redemption Fee) described in the relevant Offer Conditions which a Borrower is required to pay in the event that such Borrower repays all or any part of the relevant Loan prior to certain dates specified in the Offer Conditions.

"**Hedge Subordinated Amounts**" means, in relation to the Swap Agreement, any Early Termination Amount (as determined in accordance with the terms of the Swap Agreement) due and payable to the Swap Provider as a result of the Swap Provider Default or the Swap Provider Downgrade Event in respect of the Swap Provider under the Swap Agreement, except to the extent such amount has already been discharged pursuant to the Swap Collateral Account Priority of Payments.

"**Interest Period**" means the period from (and including) an Interest Payment Date (except in the case of the first Interest Period, which shall commence on (and include) the Closing Date) to (but excluding) the next following Interest Payment Date.

"**Liability**" means, in respect of any person, any loss, damage, cost, charge, award, claim, demand, expense, judgment, action, proceeding or other liability including legal costs and expenses properly incurred (including, in each case, Irrecoverable VAT in respect thereof but excluding Tax on net income, profits or gains).

"**Redemption Fee**" means a fee of £199.00 (exclusive of any applicable VAT) for each Loan that is redeemed in full.

"**Repeat Redemption Statement Fee**" means a fee of £25.00 (exclusive of any applicable VAT) for each occasion that a repeat redemption statement is required by and provided to a borrower.

"**Replacement Swap Agreement**" means an agreement between the Issuer and a replacement swap provider to replace a Swap Transaction.

"**Replacement Swap Premium**" means, in respect of the Swap Agreement, an amount received by the Issuer from a replacement swap provider, or an amount paid by the Issuer to a replacement swap provider, upon entry by the Issuer into a Replacement Swap Agreement.

"**Swap Collateral**" means, in respect of the Swap Agreement, the collateral provided by the Swap Provider to the Issuer under the Swap Agreement and includes any interest and distributions in respect thereof.

"**Swap Provider Default**" means, in respect of the Swap Provider and the Swap Agreement, the occurrence of an Event of Default (as defined in the Swap Agreement) where the Swap Provider is the defaulting party (as defined in the Swap Agreement) in accordance with the terms of the Swap Agreement.

"**Swap Provider Downgrade Event**" means, in respect of the Swap Provider and the Swap Agreement, the occurrence of an Additional Termination Event (as defined in the Swap Agreement) following the failure by the Swap Provider to comply with the requirements of the ratings downgrade provisions set out in the Swap Agreement.

"**Swap Tax Credits**" means, in respect of the Swap Agreement, any credit, allowance, set-off or repayment received by the Issuer in respect of tax from the tax authorities of any jurisdiction relating to any deduction or withholding giving rise to an increased payment by the Swap Provider to the Issuer under the terms of the Swap Agreement.

"**Transfer Costs**" means the Issuer's costs and expenses associated with the transfer of servicing to a substitute servicer.

Definition of Principal Receipts

"**Principal Receipts**" means (a) principal repayments under the Loans (including payments of arrears of principal and Capitalised Amounts) other than any principal repayments comprising Optional Purchase Collections and the Optional Purchase Price received by the Issuer pursuant to the exercise of the Call Option, (b) recoveries of principal from defaulting Borrowers under Loans being enforced, (c) recoveries of principal from defaulting Borrowers under Loans in respect of which enforcement procedures relating to the sale of the property have been completed (including the proceeds of sale of the relevant Property, to the extent such proceeds of sale are deemed to be principal but excluding all amounts received following a sale of the relevant Property), (d) any payment pursuant to any insurance policy in respect of a Property in connection with a Loan in the Portfolio, to the extent such payment is deemed to be principal, (e) the proceeds of the repurchase of any Loan by the Seller from the Issuer pursuant to the Mortgage Sale Agreement (but, for the avoidance of doubt, excluding amounts attributable to Accrued Interest and Arrears of Interest thereon as at the relevant repurchase date), (f) any other payment received by the Issuer in the nature of principal and (g) Pre-Closing Collections comprising payments of interest in respect of the Loans in an amount equal to £1,089,884.08.

Definition of Capitalised Amounts

"**Capitalised Amounts**" means, in relation to a Loan, at any date, amounts which are due or overdue in respect of that Loan (other than any principal amounts) and which as at that date have been capitalised in accordance with the Mortgage Conditions or otherwise by arrangement with the relevant Borrower and any other amounts (including fees and expenses), capitalised in accordance with the Mortgage Conditions including, without limitation, Permitted Fee Capitalisation Amounts.

Definition of Available Principal Receipts

"**Available Principal Receipts**" means for any Interest Payment Date an amount equal to the aggregate of (without double counting):

(a) all Principal Receipts or, if in a Determination Period, any Calculated Principal Receipts, in each case excluding an amount equal to any Reconciliation Amounts to be applied as Available Revenue Receipts on that Interest Payment Date, received by the Issuer:

(i) during the immediately preceding Collection Period; or

(ii) if representing amounts received in respect of any repurchases of Loans and their Related Security that were repurchased by the Seller pursuant to the Mortgage Sale Agreement, received by the Issuer from but excluding the Collection Period Start Date immediately preceding the immediately preceding Interest Payment Date (or, in the case of the first Interest Payment Date, from and including the Closing Date) to and including the immediately preceding Collection Period Start Date;

(b) the amounts (if any) calculated on the Calculation Date preceding that Interest Payment Date pursuant to the Pre-Enforcement Revenue Priority of Payments, to be the amount by which the debit balance of each of the Class A Principal Deficiency Sub-Ledger and/or the Class B Principal Deficiency Sub-Ledger and/or the Class C Principal Deficiency Sub-Ledger and/or the Class D Principal Deficiency Sub-Ledger and/or the Class E Principal Deficiency Sub-Ledger is to be reduced on that Interest Payment Date;

(c) any amounts deemed to be Available Principal Receipts in accordance with item (x) of the Pre-Enforcement Revenue Priority of Payments (the "**Enhanced Amortisation Amounts**");

(d) on the First Interest Payment Date only, the Pre-Funding Unused Amount;

(e) on each Interest Payment Date following a Determination Period, any Reconciliation Amounts deemed to be Available Principal Receipts in accordance with Condition 6.8(c) (*Determinations and Reconciliation*); and

(f) (in respect of the first Interest Payment Date only) the amount paid into the Deposit Account on the Closing Date from the excess of the proceeds of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes over the Initial Consideration,

less:

the amount of Principal Receipts used during the immediately preceding Collection Period to purchase any Permitted Fee Capitalisation Amounts or Additional Mortgage Loans.

Application of Available Principal Receipts prior to the service of an Enforcement Notice on the Issuer

Prior to the service of an Enforcement Notice on the Issuer, the Cash Manager on behalf of the Issuer is required pursuant to the terms of the Cash Management Agreement to apply Available Principal Receipts on each Interest Payment Date in the following order of priority (the "**Pre-Enforcement Principal Priority of Payments**") (in each case, only if and to the extent that payments or provisions of a higher priority have been paid in full):

(a) *first*, on the First Interest Payment Date only, in redeeming the Collateralised Notes on a *pro rata* and *pari passu* basis in an amount equal to the Pre-Funding Unused Amount;

(b) *second*, any Principal Addition Amounts to be applied to meet any Senior Expenses Deficit (such amounts to be applied as Available Revenue Receipts), provided that Available Principal Receipts shall only be applied to provide for any such Senior Expenses Deficit in relation to item (i), (m), (o) or (q) of the Pre-Enforcement Revenue Priority of Payments if the relevant PDL Condition applies;

(c) *third*, on and from the LF Replacement Date, (so long as the Class A Notes remain outstanding following such Interest Payment Date) to credit the Standby Account up to the LF Required Amount for such date (to the extent that the amount standing to the credit of the Standby Account following the application of funds under item (j) of the Pre-Enforcement Revenue Priority of Payments is less than the LF Required Amount);

(d) *fourth*, prior to the occurrence of a Sequential Payment Trigger Event, in or towards repayment of principal amounts outstanding on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, on a *pro rata* and *pari passu* basis, and on or following the occurrence of a Sequential Payment Trigger Event:

(i) *first*, in or towards repayment, *pro rata* and *pari passu,* of principal amounts outstanding on the Class A Notes until the Principal Amount Outstanding on the Class A Notes has been reduced to zero;

(ii) *second*, in or towards repayment, *pro rata* and *pari passu,* of principal amounts outstanding on the Class B Notes until the Principal Amount Outstanding on the Class B Notes has been reduced to zero;

(iii) *third*, in or towards repayment, *pro rata* and *pari passu,* of principal amounts outstanding on the Class C Notes until the Principal Amount Outstanding on the Class C Notes has been reduced to zero;

(iv) *fourth,* in or towards repayment, *pro rata* and *pari passu*, of principal amounts outstanding on the Class D Notes until the Principal Amount Outstanding on the Class D Notes has been reduced to zero; and

(v) *fifth*, in or towards repayment, *pro rata* and *pari passu*, of principal amounts outstanding on the Class E Notes until the Principal Amount Outstanding on the Class E Notes has been reduced to zero; and

(e) *fifth,* any excess amounts as Available Revenue Receipts on the next Interest Payment Date.

"**PDL Condition**" means that, provided that the debit balance of the relevant Principal Deficiency Ledger in respect of any Class of Notes does not exceed:

(a) for so long as the Class B Notes are not the Most Senior Class of Notes, 10 per cent. of the Principal Amount Outstanding of the Class B Notes;

(b) for so long as the Class C Notes are not the Most Senior Class of Notes, 10 per cent. of the Principal Amount Outstanding of the Class C Notes;

(c) for so long as the Class D Notes are not the Most Senior Class of Notes, 10 per cent. of the Principal Amount Outstanding of the Class D Notes; and

(d) for so long as the Class E Notes are not the Most Senior Class of Notes, 10 per cent. of the Principal Amount Outstanding of the Class E Notes,

and "**relevant PDL Condition**", in each case as calculated following the application of Available Revenue Receipts, except paragraph (j) of the definition thereof, and prior to the application of Available Principal Receipts on the relevant Interest Payment Date, means the PDL Condition in respect of any particular Class of Notes. For the avoidance of doubt, the PDL Condition will be satisfied in respect of a Class of Notes if it is the Most Senior Class of Notes.

Distributions following the service of an Enforcement Notice on the Issuer

After an Enforcement Notice has been served on the Issuer, the Security Trustee (or the Cash Manager on its behalf) or any Receiver appointed by the Security Trustee in connection with the enforcement of the Security will apply all amounts received or recovered other than:

(a) any amount standing to the credit of each Swap Collateral Account (including interest, distributions and redemption or sale proceeds thereon or thereof) which will be applied, in respect of the Swap Agreement to which such Swap Collateral Account relates, in accordance with the Swap Collateral Account Priority of Payments (other than any amount to be applied as Swap Collateral Account Surplus in accordance with the Swap Collateral Account Priority of Payments); and

(b) any amount standing to the credit of the Issuer Profit Account, which shall be applied by the Issuer in or towards satisfaction of any liability of the Issuer for corporation tax of the Issuer,

in the following order of priority (in each case, only if and to the extent that payments or provisions of a higher priority have been made in full) (the "**Post-Enforcement Priority of Payments**" and, together with the Pre-Enforcement Revenue Priority of Payments and the Pre-Enforcement Principal Priority of Payments, the "**Priority of Payments**"):

(a) *first*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof of:

(i) any fees, costs, charges, Liabilities, expenses and all other amounts then due and payable to the Note Trustee, Receiver and any Appointee under the provisions of the Trust Deed and the other Transaction Documents, together with (if payable) VAT thereon as provided therein; and

(ii) any fees, costs, charges, Liabilities, expenses and all other amounts then due and payable to the Security Trustee, Receiver and any Appointee under the provisions of the Deed of Charge and the other Transaction Documents, together with (if payable) VAT thereon as provided therein;

(b) *second*, in or towards satisfaction, *pro rata* and *pari passu*, according to the respective amounts thereof of:

(i) any amounts then due and payable to the Agent Bank, the Registrar and the Paying Agents and any costs, charges, Liabilities and expenses then due and payable to them under the provisions of the Agency Agreement, together with (if payable) VAT thereon as provided therein;

(ii) any amounts then due and payable to the Cash Manager and any fees, costs, charges, Liabilities and expenses then due under the provisions of the Cash Management Agreement, together with VAT (if payable) thereon as provided therein;

(iii) any amounts then due and payable to the Servicer and any fees (including the Servicing Fee), costs, charges, Liabilities and expenses then due under the provisions of the Servicing Agreement, together with VAT (if payable) as provided therein;

(iv) any amounts then due and payable to the Back-Up Servicing Facilitator and any fees, costs, charges, Liabilities and expenses then due under the provisions of the Servicing Agreement, together with (if payable) VAT thereon as provided therein;

(v) any amounts then due and payable to the Corporate Services Provider and any fees, costs, charges, Liabilities and expenses then due and payable to the Corporate Services Provider

under the provisions of the Corporate Services Agreement, together with (if payable) VAT thereon as provided therein;

(vi) any amounts then due and payable to the Issuer Account Bank and any fees, costs, charges, Liabilities and expenses then due and payable to the Issuer Account Bank under the provisions of the Bank Account Agreement, together with (if payable) VAT thereon as provided therein;

(vii) any amounts then due and payable to the Custodian and any fees, costs, charges, Liabilities and expenses then due and payable to the Custodian under the provisions of the relevant Custody Agreement, together with (if payable) VAT thereon as provided therein; and

(viii) if applicable, the fees, costs, liabilities and expenses of the UK Securitisation Repository, EuroABS or any other third-party website provider;

(c) *third*, to pay, in or towards satisfaction of any amounts (including interest and fees) due to the Liquidity Facility Provider under the Liquidity Facility Agreement;

(d) *fourth*, to pay in or towards satisfaction of any amounts due to the Swap Provider in respect of the Swap Agreement, including, without limitation, any Early Termination Amount (as defined in the Swap Agreement) due and payable by the Issuer to the Swap Provider to the extent such amount is not discharged pursuant to the Swap Collateral Account Priority of Payments, but excluding, in each case and if applicable, any related Hedge Subordinated Amounts;

(e) *fifth*, to pay, *pro rata* and *pari passu*, according to the respective outstanding amounts thereof, interest and principal due and payable on the Class A Notes until the Principal Amount Outstanding on the Class A Notes has been reduced to zero;

(f) *sixth*, to pay, *pro rata* and *pari passu*, according to the respective outstanding amounts thereof, interest and principal due and payable on the Class B Notes until the Principal Amount Outstanding on the Class B Notes has been reduced to zero;

(g) *seventh*, to pay, *pro rata* and *pari passu*, according to the respective outstanding amounts thereof, interest and principal due and payable on the Class C Notes until the Principal Amount Outstanding on the Class C Notes has been reduced to zero;

(h) *eighth*, to pay, *pro rata* and *pari passu*, according to the respective outstanding amounts thereof, interest and principal due and payable on the Class D Notes until the Principal Amount Outstanding on the Class D Notes has been reduced to zero;

(i) *ninth*, to pay, *pro rata* and *pari passu*, according to the respective outstanding amounts thereof, interest and principal due and payable on the Class E Notes until the Principal Amount Outstanding on the Class E Notes has been reduced to zero;

(j) *tenth*, to pay, *pro rata* and *pari passu*, according to the respective outstanding amounts thereof, interest and principal due and payable on the Class X1 Notes until the Principal Amount Outstanding on the Class X1 Notes has been reduced to zero;

(k) *eleventh,* to pay, *pro rata* and *pari passu*, according to the respective outstanding amounts thereof, interest and principal due and payable on the Class X2 Notes until the Principal Amount Outstanding on the Class X2 Notes has been reduced to zero;

(l) *twelfth*, to pay in or towards satisfaction of any Hedge Subordinated Amount (in each case, to the extent such amount is not discharged pursuant to the Swap Collateral Account Priority of Payments);

(m) *thirteenth*, to pay the Issuer Profit Amount;

(n) *fourteenth*, to pay, *pro rata* and *pari passu,* amounts due and payable to third parties (if any); and

(o) *fifteenth*, on any date falling prior to (but excluding) the Optional Redemption Date, all remaining amounts to be applied *pro rata* and *pari passu*, as RC1 Payments to the holders of the RC1 Residual Certificates and on any date falling on or after the Optional Redemption Date, all remaining amounts to be applied *pro rata* and *pari passu*, as RC2 Payments to the holders of the RC2 Residual Certificates.

Disclosure of modifications to the Priority of Payments

Any events which trigger changes in any Priority of Payments and any change in any Priority of Payments which will materially adversely affect the repayment of the Notes shall be disclosed by the Issuer without undue delay to the extent required under SECN 2.2.23R(2) and SECN 2.2.23R(3).

Swap Collateral

In the event that the Swap Provider is required to transfer collateral to the Issuer in respect of its obligations under the swap credit support annex (the "**Swap Credit Support Annex**") under the Swap Agreement (the "**Swap Collateral**") in accordance with the terms of such Swap Credit Support Annex, that Swap Collateral (and any interest and/or distributions earned thereon) will be credited to a separate swap sterling cash collateral account in respect of the Swap Agreement (the "**Swap Cash Collateral Account**") or, if required, a securities collateral account to be opened by the Issuer on demand in respect of the Swap Agreement (the "**Swap Securities Collateral Account**", and together with the Swap Cash Collateral Account, the "**Swap Collateral Accounts**").

Each Swap Collateral Account will be established in the name of the Issuer and maintained in respect of the Swap Agreement.

In addition, upon any early termination of the Swap Transactions under the Swap Agreement, in relation to the Swap Agreement (a) any Replacement Swap Premium received by the Issuer from a replacement swap provider, (b) any Early Termination Amount (as calculated in accordance with the Swap Agreement) received by the Issuer from the outgoing Swap Provider, and (c) any Swap Tax Credits will be credited to the Swap Cash Collateral Account.

In respect of the Swap Agreement and the Swap Provider thereunder and each Swap Collateral Account relating to the Swap Agreement, amounts and securities standing to the credit of each such Swap Collateral Account in respect of the Swap Agreement (including interest, distributions and redemption or sale proceeds thereon or thereof) and credited on such Swap Collateral Accounts in respect of the Swap Agreement will not be available for the Issuer or the Security Trustee to make payments to the Secured Creditors generally, but may be applied by the Cash Manager (subject to receipt of all relevant data and information, including, without limitation, the data and information to be provided by the Issuer in accordance with clause 5.5 of the Cash Management Agreement) only in accordance with the following provisions in accordance with the terms of the Swap Agreement and with the instruction of the Swap Provider and the following provisions (the "**Swap Collateral Account Priority of Payments**"):

(a) to pay an amount equal to any Swap Tax Credits received by the Issuer in respect of the Swap Agreement to the Swap Provider;

(b) prior to the designation of an Early Termination Date (as defined in the Swap Agreement, the "**Early Termination Date**") in respect of the Swap Agreement, solely in or towards payment or discharge of any Return Amounts (as defined in the relevant Swap Credit Support Annex relating to the Swap Agreement), Interest Amounts and Distributions (as defined in the relevant Swap Credit Support Annex relating to the Swap Agreement), on any day, directly to the Swap Provider;

(c) following the designation of an Early Termination Date in respect of the Swap Agreement where (A) such Early Termination Date has been designated following a Swap Provider Default or Swap Provider

Downgrade Event in respect of the Swap Provider in accordance with the terms of the Swap Agreement, and (B) the Issuer enters into a Replacement Swap Agreement in respect of the Swap Agreement on or around the Early Termination Date of the Swap Agreement, on the later of the day on which such Replacement Swap Agreement is entered into, the day on which an Early Termination Amount (as calculated in accordance with the Swap Agreement) (if any) payable to the Issuer has been received and the day on which a Replacement Swap Premium (if any) payable to the Issuer has been received in respect of the Swap Agreement, in the following order of priority:

(i) *first*, in or towards payment of a Replacement Swap Premium (if any) payable by the Issuer to a replacement swap provider in order to enter into a Replacement Swap Agreement with the Issuer with respect to the Swap Agreement being terminated;

(ii) *second*, in or towards the payment of any Early Termination Amount (as calculated in accordance with the Swap Agreement) due to the outgoing Swap Provider; and

(iii) *third*, the surplus (if any) in respect of the Swap Agreement on such day to be transferred to the Deposit Account to be applied as Available Revenue Receipts or (following the service of an Enforcement Notice) in accordance with clause 7.2 (*Post-Enforcement Priority of Payments*) of the Deed of Charge;

(d) following the designation of an Early Termination Date in respect of the Swap Agreement where: (A) such Early Termination Date has been designated otherwise than as a result of one of the events specified at item (c)(A) above; and (B) the Issuer enters into a Replacement Swap Agreement in respect of the Swap Agreement on or around the Early Termination Date of the Swap Agreement, on the later of the day on which such Replacement Swap Agreement is entered into, the day on which an Early Termination Amount (as calculated in accordance with the Swap Agreement) (if any) payable to the Issuer has been received and the day on which a Replacement Swap Premium (if any) payable to the Issuer has been received in respect of the Swap Agreement, in the following order of priority:

(i) *first*, in or towards payment of any Early Termination Amount (as calculated in accordance with the Swap Agreement) due to the outgoing Swap Provider;

(ii) *second*, in or towards payment of a Replacement Swap Premium (if any) payable by the Issuer to a replacement swap provider in order to enter into a Replacement Swap Agreement with the Issuer with respect to the Swap Agreement being terminated; and

(iii) *third*, any surplus in respect of the Swap Agreement on such day to be transferred to the Deposit Account to be applied as Available Revenue Receipts or (following the service of an Enforcement Notice) in accordance with clause 7.2 (*Post-Enforcement Priority of Payments*) of the Deed of Charge;

(e) following the designation of an Early Termination Date in respect of the Swap Agreement for any reason where the Issuer does not enter into a Replacement Swap Agreement in respect of the Swap Agreement on or around the Early Termination Date of the Swap Agreement and, on the date on which the relevant payment is due, in or towards payment of any Early Termination Amount (as calculated in accordance with the Swap Agreement) due to the outgoing Swap Provider; and

(f) following payments of amounts due pursuant to item (e) above, if amounts remain standing to the credit of a Swap Collateral Account in respect of the Swap Agreement, such amounts may be applied only in accordance with the following provisions:

(i) *first*, in or towards payment of a Replacement Swap Premium (if any) payable by the Issuer to a replacement swap provider in order to enter into a Replacement Swap Agreement with the Issuer with respect to the Swap Agreement; and

(ii) *second*, any surplus in respect of the Swap Agreement remaining after payment of such Replacement Swap Premium to be transferred to the Deposit Account to be applied as Available Revenue Receipts or (following the service of an Enforcement Notice) in accordance with clause 7.2 (*Post-Enforcement Priority of Payments*) of the Deed of Charge,

provided that, for so long as the Issuer does not enter into a Replacement Swap Agreement with respect to the Swap Agreement, on each Swap Payment Date in respect of the Swap Agreement, the Issuer (or the Cash Manager on its behalf) will be permitted to withdraw an amount from the relevant Swap Collateral Account in respect of the Swap Agreement, equal to the excess of the Swap Provider Swap Amount over the Issuer Swap Amount which would have been paid by the Swap Provider to the Issuer on such Swap Payment Date in respect of the Swap Agreement but for the designation of an Early Termination Date under the Swap Agreement, such surplus to be transferred to the Deposit Account to be applied as Available Revenue Receipts; and provided further that for so long as the Issuer does not enter into a Replacement Swap Agreement with respect to the Swap Agreement on or prior to the earlier of:

(A) the Calculation Date immediately before the Interest Payment Date on which the Principal Amount Outstanding of all Notes would be reduced to zero (taking into account any Swap Collateral Account Surplus in respect of the Swap Agreement to be applied as Available Revenue Receipts on such Interest Payment Date); or

(B) the day on which an Enforcement Notice is given pursuant to Condition 11 (*Events of Default*); or

(C) the date on which the Current Balance of the Fixed Rate Loans (excluding any Enforced Loans) is reduced to zero,

then the amount standing to the credit of such Swap Collateral Account in respect of the Swap Agreement on such day shall be transferred to the Deposit Account to be applied as Available Revenue Receipts as soon as reasonably practicable thereafter.

"**Swap Collateral Account Surplus**" means the amounts applied as Available Revenue Receipts pursuant to the Swap Collateral Account Priority of Payments.

The Swap Collateral Accounts will be opened in the name of the Issuer and will be held by the Issuer Account Bank or the Custodian, as applicable. Each Swap Collateral Account will be established and maintained in respect of the Swap Agreement. As security for the payment of all monies payable in respect of the Notes and the other Secured Obligations, the Issuer will grant a first fixed charge over the Issuer's interest in each Swap Collateral Account and the debts represented thereby (which may, however, take effect as a floating charge and therefore rank behind the claims of any preferential creditors of the Issuer).

DESCRIPTION OF THE GLOBAL NOTES

General

Each Class of Notes as at the Closing Date will each be represented by a Global Note. All capitalised terms not defined in this paragraph shall be as defined in the Conditions of the Notes.

The Global Notes representing the Notes will be registered in the name of the nominee for the Common Safekeeper for both Euroclear and Clearstream, Luxembourg. The Registrar will maintain a register in which it will register the nominee for the Common Safekeeper as the owner of the Global Note.

Upon confirmation by the Common Safekeeper that it has custody of the Global Notes, Euroclear or Clearstream, Luxembourg, as the case may be, will record in book-entry form interests representing beneficial interests in the Global Note attributable thereto ("**Book-Entry Interests**").

Book-Entry Interests in respect of each Global Note will be recorded in denominations of £100,000 and higher integral multiples of £1,000 (an "**Authorised Denomination**"). Ownership of Book-Entry Interests is limited to persons that have accounts with Euroclear or Clearstream, Luxembourg ("**Participants**") or persons that hold interests in the Book-Entry Interests through Participants or through other Indirect Participants ("**Indirect Participants**"), including, as applicable, banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with Euroclear or Clearstream, Luxembourg, either directly or indirectly. Book-Entry Interests will not be held in definitive form. Instead, Euroclear and Clearstream, Luxembourg, as applicable, will credit the Participants' accounts with the respective Book-Entry Interests beneficially owned by such Participants on each of their respective book-entry registration and transfer systems. The accounts initially credited will be designated by the Joint Lead Managers. Ownership of Book-Entry Interests will be shown on, and transfers of Book-Entry Interests or the interests therein will be effected only through, records maintained by Euroclear or Clearstream, Luxembourg (with respect to the interests of their Participants) and on the records of Participants or Indirect Participants (with respect to the interests of Indirect Participants). The laws of some jurisdictions or other applicable rules may require that certain purchasers of securities take physical delivery of such securities in definitive form. The foregoing limitations may therefore impair the ability to own, transfer or pledge Book-Entry Interests.

So long as a nominee for the Common Safekeeper is the registered holder of the Global Note underlying the Book-Entry Interests, the nominee for the Common Safekeeper will be considered the sole Noteholder of the Global Notes representing the Notes for all purposes under the Trust Deed. Except as set out under "*Issuance of Registered Definitive Notes*" below, Participants or Indirect Participants will not be entitled to have Notes registered in their names, will not receive or be entitled to receive physical delivery of Notes in definitive registered form and will not be considered the holders thereof under the Trust Deed. Accordingly, each person holding a Book-Entry Interest must rely on the rules and procedures of Euroclear or Clearstream, Luxembourg, as the case may be, and Indirect Participants must rely on the procedures of the Participants or Indirect Participants through which such person owns its interest in the relevant Book-Entry Interests, to exercise any rights and obligations of a holder of Notes under the Trust Deed. See "*Action in respect of the Global Notes and the Book-Entry Interests*" below.

Unlike legal owners or holders of the Notes, holders of the Book-Entry Interests will not have the right under the Trust Deed to act upon solicitations by the Issuer or consents or requests by the Issuer for waivers or other actions from holders of the Notes. Instead, a holder of Book-Entry Interests will be permitted to act only to the extent it has received appropriate proxies to do so from Euroclear or Clearstream, Luxembourg, as the case may be, and, if applicable, their Participants. There can be no assurance that procedures implemented for the granting of such proxies will be sufficient to enable holders of Book-Entry Interests to vote on any requested actions on a timely basis. Similarly, upon the occurrence of an Event of Default under the Global Note, holders of Book-Entry Interests will be restricted to acting through Euroclear or Clearstream, Luxembourg unless and until Registered Definitive Notes are issued in accordance with the Conditions. There can be no assurance

that the procedures to be implemented by Euroclear and Clearstream, Luxembourg under such circumstances will be adequate to ensure the timely exercise of remedies under the Trust Deed.

In the case of a Global Note, unless and until Book-Entry Interests are exchanged for Registered Definitive Notes, the Global Note held by the Common Safekeeper may not be transferred except as a whole by the Common Safekeeper to a successor of the Common Safekeeper.

Purchasers of Book-Entry Interests in a Global Note will hold Book-Entry Interests in the Global Note relating thereto. Investors may hold their Book-Entry Interests in respect of a Global Note directly through Euroclear or Clearstream, Luxembourg (in accordance with the provisions set out under "*Transfers and Transfer Restrictions*" below), if they are account holders in such systems, or indirectly through organisations which are account holders in such systems. Euroclear and Clearstream, Luxembourg will hold Book-Entry Interests in the Global Note on behalf of their account holders through securities accounts in the respective account holders' names on Euroclear's and Clearstream, Luxembourg's respective book-entry registration and transfer systems.

Although Euroclear and Clearstream, Luxembourg have agreed to certain procedures to facilitate transfers of Book-Entry Interests among account holders of Euroclear and Clearstream, Luxembourg, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. None of the Issuer, the Arranger, the Joint Lead Managers, the Note Trustee, the Security Trustee or any of their respective agents will have any responsibility for the performance by Euroclear or Clearstream, Luxembourg or their respective Participants or account holders of their respective obligations under the rules and procedures governing their operations.

Payments on the Global Notes

Payment of principal and interest on, and any other amount due in respect of, the Global Notes will be made in Sterling by or to the order of Citibank, N.A., London Branch (the "**Principal Paying Agent**"), on behalf of the Issuer to the order of the Common Safekeeper or its nominee as the registered holder thereof with respect to the Global Notes. Each holder of Book-Entry Interests must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for its share of any amounts paid by, or on behalf of, the Issuer to the order of the Common Safekeeper or their nominees in respect of those Book-Entry Interests. All such payments will be distributed without deduction or withholding for, or on account of, any taxes, duties, assessments or other governmental charges of whatever nature, except as may be required by law. If any such deduction or withholding is required to be made, then neither the Issuer, the Paying Agents nor any other person will be obliged to pay additional amounts in respect thereof.

In accordance with the rules and procedures for the time being of Euroclear or, as the case may be, Clearstream, Luxembourg, after receipt of any payment from the Principal Paying Agent to the order of the Common Safekeeper, the respective systems will promptly credit their Participants' accounts with payments in amounts proportionate to their respective ownership of Book-Entry Interests as shown in the records of Euroclear or Clearstream, Luxembourg. On each Record Date Euroclear and Clearstream, Luxembourg will determine the identity of the holders of the Notes for the purposes of making payments to the holders of the Notes. The "**Record Date**", in respect of the Notes where the Notes are in global registered form, shall be at the close of the Business Day (it being for this purpose a day on which Euroclear and Clearstream, Luxembourg are open for business) prior to the relevant Interest Payment Date. The Issuer expects that payments by Participants to owners of interests in Book-Entry Interests held through such Participants or 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 in bearer form or registered in "street name", and will be the responsibility of such Participants or Indirect Participants. None of the Issuer, any agent of the Issuer, the Arranger, the Joint Lead Managers, the Note Trustee or the Security Trustee will have any responsibility or liability for any aspect of the records relating to, or payments made on account of a Participant's ownership of, Book-Entry Interests or for maintaining, supervising or reviewing any records relating to a Participant's ownership of Book-Entry Interests.

Information Regarding Euroclear and Clearstream, Luxembourg

Euroclear and Clearstream, Luxembourg have advised the Issuer as follows:

Euroclear and Clearstream, Luxembourg 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, Luxembourg each provide various services, including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg each also deal with domestic securities markets in several countries through established depositary and custodial relationships. The respective systems of Euroclear and of Clearstream, Luxembourg have established an electronic bridge between their two systems across which their respective account holders may settle trades with each other.

Account holders in both Euroclear and Clearstream, Luxembourg are worldwide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to both Euroclear and Clearstream, Luxembourg is available to other institutions that clear through, or maintain a custodial relationship with, an account holder of either system.

An account holder's overall contractual relations with either Euroclear or Clearstream, Luxembourg are governed by the respective rules and operating procedures of Euroclear or Clearstream, Luxembourg and any applicable laws. Both Euroclear and Clearstream, Luxembourg act under such rules and operating procedures only on behalf of their respective account holders, and have no record of, or relationship with, persons holding through their respective account holders.

The Issuer understands that under existing industry practices, if any of the Issuer, the Note Trustee or the Security Trustee requests any action of owners of Book-Entry Interests or if an owner of a Book-Entry Interest desires to give instructions or take any action that a holder is entitled to give or take under the Trust Deed or the Deed of Charge, Euroclear or Clearstream, Luxembourg, as the case may be, would authorise the Participants owning the relevant Book-Entry Interests to give instructions or take such action, and such Participants would authorise Indirect Participants to give or take such action or would otherwise act upon the instructions of such Indirect Participants.

Redemption

In the event that a Global Note (or portion thereof) is redeemed, the Principal Paying Agent will deliver all amounts received by it in respect of the redemption of such Global Note to the order of the Common Safekeeper and, upon final payment, the Common Safekeeper will surrender such Global Note (or portion thereof) to or to the order of the Principal Paying Agent for cancellation. Appropriate entries will be made in the Register. The redemption price payable in connection with the redemption of Book-Entry Interests will be equal to the amount received by the Principal Paying Agent in connection with the redemption of the Global Note (or portion thereof) relating thereto. For any redemptions of the Global Note in part, selection of the relevant Book-Entry Interest relating thereto to be redeemed will be made by Euroclear or Clearstream, Luxembourg, as the case may be, on a *pro rata* basis (or on such basis as Euroclear or Clearstream, Luxembourg, as the case may be, deems fair and appropriate). Upon any redemption in part, the Principal Paying Agent will mark down the schedule to such Global Note by the principal amount so redeemed.

Cancellation

Cancellation of any Note represented by a Global Note and required by the Conditions to be cancelled following its redemption will be effected by endorsement by, or on behalf of, the Principal Paying Agent of the reduction in the principal amount of the relevant Global Note on the relevant schedule thereto and the corresponding entry on the Register.

Transfers and Transfer Restrictions

All transfers of Book-Entry Interests will be recorded in accordance with the book-entry systems maintained by Euroclear or Clearstream, Luxembourg, as applicable, pursuant to customary procedures established by each respective system and its Participants. See "*General*" above.

Issuance of Registered Definitive Notes

Holders of Book-Entry Interests in the Global Note will be entitled to receive Notes in definitive registered form (such exchanged Global Notes in definitive registered form, "**Registered Definitive Notes**") in exchange for their respective holdings of Book-Entry Interests if (a) both Euroclear and Clearstream, Luxembourg are closed for business for a continuous period of 14 calendar days (other than by reason of holiday, statutory or otherwise) or announce an intention permanently to cease business or to cease to make book-entry systems available for settlement of beneficial interests in such Global Notes and do, in fact, do either of those things and no alternative clearing system satisfactory to the Note Trustee is available, or (b) as a result of any amendment to, or change in, the laws or regulations of the United Kingdom (or of any political subdivision thereof) or of any authority therein or thereof having power to tax or in the interpretation or administration by a revenue authority or a court or in the administration of such laws or regulations which becomes effective on or after the Closing Date, the Issuer or any Paying Agent is or will be required to make any deduction or withholding from any payment in respect of the Notes which would not be required were the Notes in definitive registered form. Any Registered Definitive Notes issued in exchange for Book-Entry Interests in the Global Note will be registered by the Registrar in such name or names as the Issuer shall instruct the Principal Paying Agent based on the instructions of Euroclear or Clearstream, Luxembourg, as the case may be. It is expected that such instructions will be based upon directions received by Euroclear or Clearstream, Luxembourg from their Participants with respect to ownership of the relevant Book-Entry Interests. Holders of Registered Definitive Notes issued in exchange for Book-Entry Interests in the Global Note will not be entitled to exchange such Registered Definitive Notes for Book-Entry Interests in such Global Note. Any Notes issued in definitive form will be issued in registered form only and will be subject to the provisions set out under "*Transfers and Transfer Restrictions*" above and provided that no transfer shall be registered for a period of 15 calendar days immediately preceding any due date for payment in respect of the Note or, as the case may be, the due date for redemption. Registered Definitive Notes will be issued in a denomination that is an integral multiple of the minimum Authorised Denomination. See the section entitled "*Risk Factors – Risks Relating to the Characteristics of the Notes – Registered Definitive Notes and denominations in integral multiples*".

Action in respect of the Global Notes and the Book-Entry Interests

Not later than 10 calendar days after receipt by the Issuer of any notices in respect of a Global Note or any notice of solicitation of consents or requests for a waiver or other action by the holder of such Global Note, the Issuer will deliver to Euroclear and Clearstream, Luxembourg a notice containing (a) such information as is contained in such notice, (b) a statement that at the close of business on a specified record date Euroclear and Clearstream, Luxembourg will be entitled to instruct the Issuer as to the consent, waiver or other action, if any, pertaining to the Book-Entry Interests or the Global Note, and (c) a statement as to the manner in which such instructions may be given. Upon the written request of Euroclear or Clearstream, Luxembourg, as applicable, the Issuer shall endeavour, insofar as practicable, to take such action regarding the requested consent, waiver or other action in respect of the Book-Entry Interests or the Global Note in accordance with any instructions set out in such request. Euroclear or Clearstream, Luxembourg are expected to follow the procedures described under "*General*" above with respect to soliciting instructions from their respective Participants. The Registrar will not exercise any discretion in the granting of consents or waivers or the taking of any other action in respect of the Book-Entry Interests or the Global Notes.

Notices

Whilst the Notes are represented by Global Notes, the Issuer may, at its option, send to Euroclear and Clearstream, Luxembourg a copy of any notices addressed to the Noteholders for communication by Euroclear

and Clearstream, Luxembourg to the Noteholders. Alternatively, such notices regarding the Notes may instead be 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 English newspaper or newspapers as the Note Trustee shall approve in advance having a general circulation in the United Kingdom, provided that, if, at any time, the Issuer procures that the information contained in such notice shall appear on a page of the Reuters screen, the Bloomberg screen or any other medium for electronic display of data as may be previously approved in writing by the Note Trustee and notified to Noteholders, publication in such newspaper shall not be required with respect to such information so long as the rules of the London Stock Exchange allow. The Issuer may elect not to publish any notice in a newspaper for so long as the Notes are held in global form and notice is given to Euroclear and Clearstream, Luxembourg. The Note Trustee may, in accordance with Condition 16.2 (*Note Trustee's Discretion to Select Alternative Method*) sanction other methods of giving notice to all or some of the Noteholders if such method is reasonable having regard to, among other things, the market practice then prevailing and the requirements of the relevant stock exchange. See also Condition 16 (*Notice to Noteholders*) of the Notes.

New Safekeeping Structure and Eurosystem Eligibility

The Notes are intended to be held in a new safekeeping structure ("**NSS**") and in a manner which would allow Eurosystem eligibility and will be deposited with one of the International Central Securities Depositories (an "**ICSD**") as common safekeeper. However, the deposit of the Notes with one of the ICSDs as common safekeeper upon issuance or otherwise does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem at issuance or at any time during their life. Such recognition will depend upon the European Central Bank being satisfied that Eurosystem eligibility criteria have been met.

Issuer-ICSDs Agreement

Prior to the issuance of the Notes, the Issuer will enter into an Issuer-ICSDs Agreement with the ICSDs in respect of the Notes. The Issuer-ICSDs Agreement provides that the ICSDs will, in respect of any of the Notes (while being held in the NSS), maintain their respective portion of the issue outstanding amount through their records. The Issuer-ICSDs Agreement will be governed by English law.

DESCRIPTION OF THE GLOBAL CERTIFICATES

General

Each Class of Residual Certificates, as at the Closing Date, will be represented by a global certificate in registered form (a "**Global Certificate**"). The Global Certificates will be registered on issue on or around the Closing Date in the name of the nominee for the Common Safekeeper for Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking, S.A. ("**Clearstream, Luxembourg**"). The Registrar will maintain a register in which it will register the nominee for the Common Safekeeper as the holder of the Global Certificate.

Upon confirmation by the Common Safekeeper that it has been issued with the Global Certificates, Euroclear or Clearstream, Luxembourg, as the case may be, will record the beneficial interests in the Global Certificate ("**Certificate Book-Entry Interests**") representing beneficial interests in the Global Certificate attributable thereto.

The Residual Certificates are intended to be held in a manner which will allow Eurosystem eligibility. This simply means that the Residual Certificates are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Residual Certificates 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.

Ownership of Certificate Book-Entry Interests will be limited to Participants or Indirect Participants, including, as applicable, banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with Euroclear or Clearstream, Luxembourg, either directly or indirectly. Indirect Participants will also include persons that hold beneficial interests through such Indirect Participants. Certificate Book-Entry Interests will not be held in definitive form. Instead, Euroclear and Clearstream, Luxembourg, as applicable, will credit the Participants' accounts with the respective Certificate Book-Entry Interests beneficially owned by such Participants on each of their respective book-entry registration and transfer systems. The accounts initially credited will be designated by the Seller (or as the Seller may direct). Ownership of Certificate Book-Entry Interests will be shown on, and transfers of Certificate Book-Entry Interests or the interests therein will be effected only through, records maintained by Euroclear or Clearstream, Luxembourg (with respect to the interests of their Participants) and on the records of Participants or Indirect Participants (with respect to the interests of Indirect Participants). The laws of some jurisdictions or other applicable rules may require that certain purchasers of securities take physical delivery of such securities in definitive form. The foregoing limitations may therefore impair the ability to own, transfer or pledge Certificate Book-Entry Interests.

So long as the nominee of the Common Safekeeper is the registered holder of the Global Certificate underlying the Certificate Book-Entry Interests, it will be considered the sole Certificateholder of the Residual Certificate represented by that Global Certificate for all purposes under the Trust Deed. Except as set out under the section below entitled "*Issuance of Definitive Certificates*", Participants or Indirect Participants will not receive or be entitled to receive physical delivery of Residual Certificates in definitive form and will not be considered the holders thereof under the Trust Deed. Accordingly, each person holding a Certificate Book-Entry Interest must rely on the rules and procedures of Euroclear or Clearstream, Luxembourg, as the case may be, and Indirect Participants must rely on the procedures of the Participants or Indirect Participants through which such person owns its interest in the relevant Certificate Book-Entry Interests, to exercise any rights and obligations of a holder of Residual Certificates under the Trust Deed. See the section below entitled "*Action in respect of the Global Certificate and the Certificate Book-Entry Interests*".

Unlike legal owners or holders of the Residual Certificates, holders of the Certificate Book-Entry Interests will not have the right under the Trust Deed to act upon solicitations by the Issuer or consents or requests by the Issuer for waivers or other actions from Certificateholders. Instead, a holder of Certificate Book-Entry

Interests will be permitted to act only to the extent it has received appropriate proxies to do so from Euroclear or Clearstream, Luxembourg, as the case may be, and, if applicable, their Participants. There can be no assurance that procedures implemented for the granting of such proxies will be sufficient to enable holders of Certificate Book-Entry Interests to vote on any requested actions on a timely basis. Similarly, upon the occurrence of an Event of Default, holders of Certificate Book-Entry Interests will be restricted to acting through Euroclear or Clearstream, Luxembourg unless and until Definitive Certificates are issued in accordance with the Residual Certificates Conditions. There can be no assurance that the procedures to be implemented by Euroclear and Clearstream, Luxembourg under such circumstances will be adequate to ensure the timely exercise of remedies under the Trust Deed.

Unless and until Certificate Book-Entry Interests are exchanged for Definitive Certificates, the Global Certificate held by the nominee for the Common Safekeeper may not be transferred except as a whole by that nominee for the Common Safekeeper to a successor nominee for that Common Safekeeper or a nominee of a successor of the Common Safekeeper.

Purchasers of Certificate Book-Entry Interests in a Global Certificate will hold Certificate Book-Entry Interests in the Global Certificates relating thereto. Investors may hold their Certificate Book-Entry Interests in respect of a Global Certificate directly through Euroclear or Clearstream, Luxembourg (in accordance with the provisions set out in the section below entitled "*Transfers and Transfer Restrictions*"), if they are account holders in such systems, or indirectly through organisations which are account holders in such systems. Euroclear and Clearstream, Luxembourg will hold Certificate Book-Entry Interests in the Global Certificate on behalf of their account holders through securities accounts in the respective account holders' names on Euroclear's and Clearstream, Luxembourg's respective book-entry registration and transfer systems.

Although Euroclear and Clearstream, Luxembourg have agreed to certain procedures to facilitate transfers of Certificate Book-Entry Interests among account holders of Euroclear and Clearstream, Luxembourg, they are under no obligation to perform or to continue to perform such procedures, and such procedures may be discontinued at any time. None of the Issuer, the Arranger, the Joint Lead Managers, the Note Trustee, the Security Trustee or any of their respective agents will have any responsibility for the performance by Euroclear or Clearstream, Luxembourg or their respective Participants or account holders of their respective obligations under the rules and procedures governing their operations.

Issuance of Definitive Certificates

Global Certificates will become exchangeable in whole, but not in part, for the relevant certificate in definitive registered form (such exchanged Global Certificate in definitive registered form, the "**Definitive Certificates**") at the request of the holder of the relevant Global Certificate if Euroclear or Clearstream, Luxembourg closes for business on a permanent basis without a successor to act as a clearing system with respect to the Global Certificate (the "**Exchange Event**").

Any Definitive Certificate issued in exchange for Certificate Book-Entry Interests in the Global Certificate will be registered by the Registrar in such name or names as the Issuer shall instruct the Principal Paying Agent based on the instructions of Euroclear or Clearstream, Luxembourg, as the case may be. It is expected that such instructions will be based upon directions received by Euroclear or Clearstream, Luxembourg from their Participants with respect to ownership of the relevant Certificate Book-Entry Interests. Whenever a Global Certificate is to be exchanged for Definitive Certificates, the Issuer shall procure the prompt delivery (free of charge to the holders of the Certificate Book-Entry Interests) of such Definitive Certificates, duly authenticated and effectuated, in an aggregate principal amount equal to the principal amount of the relevant Global Certificate within 30 days of the occurrence of the Exchange Event.

Payments on the Global Certificates

Payment of amounts due in respect of the Global Certificates will be made in Sterling by or to the order of the Principal Paying Agent on behalf of the Issuer to the order of the Common Safekeeper or its nominee as the registered holder thereof with respect to the Global Certificates.

Each holder of Certificate Book-Entry Interests must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for its share of any amounts paid by, or on behalf of, the Issuer to the order of the Common Safekeeper or its nominee in respect of those Certificate Book-Entry Interests. All such payments will be distributed without deduction or withholding for any taxes, duties, assessments or other governmental charges of whatever nature, except as may be required by law. If any such deduction or withholding is required to be made, then none of the Issuer, the Principal Paying Agent or any other person will be obliged to pay additional amounts in respect thereof.

In accordance with the rules and procedures for the time being of Euroclear or, as the case may be, Clearstream, Luxembourg, after receipt of any payment from the Principal Paying Agent to the Common Safekeeper, the respective systems will promptly credit their Participants' accounts with payments in amounts proportionate to their respective ownership of Certificate Book-Entry Interests as shown in the records of Euroclear or Clearstream, Luxembourg. On each record date (the "**Record Date**"), Euroclear and Clearstream, Luxembourg will determine the identity of the Participants for the purposes of making payments under the Residual Certificates. The Record Date in respect of the Residual Certificates shall be as at the close of business on the Business Day prior to the relevant Interest Payment Date. The Issuer expects that payments by Participants to owners of interests in Certificate Book-Entry Interests held through such Participants or 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 in bearer form or registered in "street name", and will be the responsibility of such Participants or Indirect Participants. None of the Issuer, any agent of the Issuer, the Arranger, the Joint Lead Managers, the Note Trustee or the Security Trustee will have any responsibility or liability for any aspect of the records relating to, or payments made on account of a Participant's ownership of, Certificate Book-Entry Interests or for maintaining, supervising or reviewing any records relating to a Participant's ownership of Certificate Book-Entry Interests.

Information Regarding Euroclear and Clearstream, Luxembourg

Euroclear and Clearstream, Luxembourg have advised the Issuer as follows:

- Euroclear and Clearstream, Luxembourg 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, Luxembourg provide various services, including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing.

- Euroclear and Clearstream, Luxembourg each also deal with domestic securities markets in several countries through established depositary and custodial relationships. The respective systems of Euroclear and of Clearstream, Luxembourg have established an electronic bridge between their two systems across which their respective account holders may settle trades with each other.

- Account holders in both Euroclear and Clearstream, Luxembourg are worldwide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to both Euroclear and Clearstream, Luxembourg is available to other institutions that clear through or maintain a custodial relationship with an account holder of either system.

- An account holder's overall contractual relations with either Euroclear or Clearstream, Luxembourg are governed by the respective rules and operating procedures of Euroclear or Clearstream, Luxembourg and any applicable laws. Both Euroclear and Clearstream, Luxembourg act under such rules and operating procedures only on behalf of their respective account holders, and have no record of, or relationship with, persons holding through their respective account holders.

The Issuer understands that under existing industry practices, if any of the Issuer, the Note Trustee or the Security Trustee requests any action of owners of Certificate Book-Entry Interests or if an owner of a Certificate Book-Entry Interest desires to give instructions or to take any action that a holder is entitled to give or take under the Trust Deed or the Deed of Charge, Euroclear or Clearstream, Luxembourg, as the case may be, would authorise the Participants owning the relevant Certificate Book-Entry Interests to give instructions or take such action, and such Participants would authorise Indirect Participants to give or take such action or would otherwise act upon the instructions of such Indirect Participants.

Transfers and Transfer Restrictions

All transfers of Certificate Book-Entry Interests will be recorded in accordance with the book-entry systems maintained by Euroclear or Clearstream, Luxembourg, as applicable, pursuant to customary procedures established by each respective system and its Participants (see the section above entitled "*General*").

Beneficial interests in a Global Certificate may be held only through Euroclear or Clearstream, Luxembourg. Each Global Certificate will bear a legend similar to that appearing under the section of this Prospectus entitled "*Transfer Restrictions and Investor Representations*", and neither a Global Certificate nor any beneficial interest therein may be transferred except in compliance with the transfer restrictions set out in the legend appearing in the relevant Global Certificate.

Action in respect of the Global Certificate and the Certificate Book-Entry Interests

Not later than 10 days after receipt by the Issuer of any notice in respect of the Residual Certificates or any notice of solicitation of consents or requests for a waiver or other action by the Certificateholder of the Residual Certificates, the Issuer will deliver to Euroclear and Clearstream, Luxembourg a notice containing (a) such information as is contained in such notice, (b) a statement that at the close of business on a specified record date Euroclear and Clearstream, Luxembourg will be entitled to instruct the Issuer as to the consent, waiver or other action, if any, pertaining to the Certificate Book-Entry Interests or the Residual Certificates, and (c) a statement as to the manner in which such instructions may be given. Upon the written request of Euroclear or Clearstream, Luxembourg, as applicable, the Issuer shall endeavour, insofar as practicable, to take such action regarding the requested consent, waiver or other action in respect of the Certificate Book-Entry Interests or the Residual Certificates in accordance with any instructions set out in such request. Euroclear and Clearstream, Luxembourg are expected to follow the procedures described under the section above entitled "*General*", with respect to soliciting instructions from their respective Participants.

Notices

The Issuer will send to Euroclear and Clearstream, Luxembourg a copy of any notices addressed to Certificateholders for communication by Euroclear and Clearstream, Luxembourg to the Certificateholders and shall procure that the information contained in such notice shall appear on a Relevant Screen (see also Residual Certificates Condition 15 (*Notice to Residual Certificateholders*)). The Note Trustee may, in accordance with the Residual Certificates Condition 15.2 (*Note Trustee's Discretion to Select Alternative Method*), sanction other methods of giving notice to all or some of the Certificateholders, if such method is reasonable having regard to the then prevailing market practice.

New Safekeeping Structure and Eurosystem Eligibility

The Residual Certificates are intended to be held in an NSS and in a manner which would allow Eurosystem eligibility and will be deposited with one of the ICSDs as common safekeeper. However, the deposit of the

Residual Certificates with one of the ICSDs as common safekeeper upon issuance or otherwise does not necessarily mean that the Residual Certificates will be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem at issuance or at any time during their life. Such recognition will depend upon the European Central Bank being satisfied that Eurosystem eligibility criteria have been met.

Issuer-ICSDs Agreement

Prior to the issuance of the Residual Certificates, the Issuer will enter into an Issuer-ICSDs Agreement with the ICSDs in respect of the Residual Certificates. The Issuer-ICSDs Agreement provides that the ICSDs will, in respect of any of the Residual Certificates (while being held in the NSS), maintain their respective portion of the issue outstanding amount through their records. The Issuer-ICSDs Agreement will be governed by English law.

TERMS AND CONDITIONS OF THE NOTES

The following are the terms and conditions of the Notes in the form (subject to amendment) in which they will be set out in the Trust Deed (as defined below).

1. GENERAL

The £409,500,000 Class A mortgage backed floating rate notes due June 2068 (the "**Class A Notes**"), the £25,025,000 Class B mortgage backed floating rate notes due June 2068 (the "**Class B Notes**"), the £9,100,000 Class C mortgage backed floating rate notes due June 2068 (the "**Class C Notes**"), the £6,825,000 Class D mortgage backed floating rate notes due June 2068 (the "**Class D Notes**"), the £4,551,000 Class E mortgage backed floating rate notes due June 2068 (the "**Class E Notes**"), the £6,825,000 Class X1 mortgage backed floating rate notes due June 2068 (the "**Class X1 Notes**") and the £3,640,000 Class X2 mortgage backed floating rate notes due June 2068 (the "**Class X2 Notes**") (the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class X1 Notes and the Class X2 Notes together being the "**Notes**"), in each case of Atlas Funding 2026-2 PLC (the "**Issuer**") are constituted by a trust deed (the "**Trust Deed**") dated on or about 19 October 2026 (the "**Closing Date**") and made between, among others, the Issuer and Citicorp Trustee Company Limited as trustee for the Noteholders (in such capacity, the "**Note Trustee**"). Any reference in these terms and conditions (the "**Conditions**") to a "**Class**" of Notes or of Noteholders or (as applicable) of Residual Certificates or of Certificateholders shall be a reference to the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class X1 Notes, the Class X2 Notes, the RC1 Residual Certificates or the RC2 Residual Certificates, as the case may be, or to the respective holders thereof. Any reference in these Conditions to the Residual Certificates (the "**Residual Certificates Conditions**") will be to the terms and conditions of the Residual Certificates. Any reference in these Conditions to the Noteholders means the registered holders for the time being of the Notes, or if preceded by a particular Class designation of Notes, the registered holders for the time being of such Class of Notes. The security for the Notes is constituted by and pursuant to a deed of charge and assignment (the "**Deed of Charge**") dated on or about the Closing Date and made between, among others, the Issuer and Citicorp Trustee Company Limited as trustee for the Secured Creditors (in such capacity, the "**Security Trustee**").

Pursuant to an agency agreement (the "**Agency Agreement**") dated on or prior to the Closing Date and made between the Issuer, the Note Trustee, the Security Trustee, Citibank, N.A., London Branch as principal paying agent (in such capacity, the "**Principal Paying Agent**" and, together with any further or other paying agent appointed under the Agency Agreement, the "**Paying Agents**"), Citibank, N.A., London Branch as registrar (in such capacity, the "**Registrar**") and Citibank, N.A., London Branch as agent bank (in such capacity, the "**Agent Bank**", together the Paying Agents and the Registrar, the "**Agents**"), provision is made for, *inter alia*, the payment of principal and interest in respect of the Notes.

The statements in these Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed, the Deed of Charge and the Agency Agreement and a master definitions and construction schedule (the "**Master Definitions and Construction Schedule**") dated on or about the Closing Date and the other Transaction Documents (as defined therein).

Electronic copies of the Trust Deed, the Deed of Charge, the Agency Agreement, the Master Definitions and Construction Schedule and the other Transaction Documents are available for inspection upon request during normal business hours from the Paying Agents. The Noteholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Transaction Documents applicable to them.

2. INTERPRETATION

2.1 Definitions

Capitalised terms not otherwise defined in these Conditions shall bear the meanings given to them in the Master Definitions and Construction Schedule.

2.2 Interpretation

These Conditions shall be construed in accordance with the principles of construction set out in the Master Definitions and Construction Schedule.

3. FORM, DENOMINATION AND TITLE

3.1 Form and Denomination

Each Class of Notes will initially be represented by a global note certificate in registered form (a "**Global Note**").

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 thereunder will be effected subject to, and in accordance with, the rules and procedures from time to time of Euroclear Bank SA/NV ("**Euroclear**") or Clearstream Banking, S.A. ("**Clearstream, Luxembourg**"), as appropriate. Each Global Note will be deposited with and registered in the name of a common safekeeper (or a nominee thereof) for Euroclear and Clearstream, Luxembourg.

For so long as the Notes are represented by Global Notes, and for so long as Euroclear and Clearstream, Luxembourg so permit, the Notes shall be tradable only in the minimum nominal amount of £100,000 and higher integral multiples of £1,000, notwithstanding that no Registered Definitive Notes (as defined below) will be issued with a denomination above £199,000. A Global Note will be exchanged for the relevant Note in definitive registered form (such exchanged Global Notes in definitive registered form, the "**Registered Definitive Notes**") only if either of the following applies:

(a) both Euroclear and Clearstream, Luxembourg:

(i) are closed for business for a continuous period of 14 calendar days (other than by reason of holiday, statutory or otherwise); or

(ii) announce an intention permanently to cease business or to cease to make book-entry systems available for settlement of beneficial interests in such Global Notes and do, in fact, do either of those things,

and, in either case, no alternative clearing system satisfactory to the Note Trustee is available; or

(b) as a result of any amendment to, or change in, the laws or regulations of the United Kingdom (or of any political subdivision thereof) or of any authority therein or thereof having power to tax, or in the interpretation or administration by a revenue authority or a court or in the application of such laws or regulations, which becomes effective on or after the Closing Date, the Issuer or any Paying Agent is or will be required to make any deduction or withholding for or on account of tax from any payment in respect of the Notes which would not be required were the relevant Notes in definitive registered form.

If Registered Definitive Notes are issued in respect of Notes originally represented by a Global Note, the beneficial interests represented by such Global Note shall be exchanged by the Issuer for the

relevant Notes in registered definitive form. The aggregate principal amount of the Registered Definitive Notes shall be equal to the Principal Amount Outstanding of the Notes at the date on which notice of exchange is given of the Global Note, subject to and in accordance with the detailed provisions of these Conditions, the Agency Agreement, the Trust Deed and the relevant Global Note.

Registered Definitive Notes (which, if issued, will be in the denomination set out below) will be serially numbered and will be issued in registered form only.

The minimum denomination of the Notes in global and (if issued and printed) definitive form will be £100,000.

References to "**Notes**" in these Conditions shall include the Global Notes and the Registered Definitive Notes.

3.2 Title

Title to the Global Notes shall pass by and upon registration in the register (the "**Register**") which the Issuer shall procure to be kept by the Registrar. The registered holder of a Global Note may (to the fullest extent permitted by applicable laws) be deemed and treated at all times, by all persons and for all purposes (including the making of any payments), as the absolute owner of such Global Note regardless of any notice of ownership, theft or loss or any trust or other interest therein or of any writing thereon (other than the endorsed form of transfer).

Title to a Registered Definitive Note shall only pass by and upon registration of the transfer in the Register. Any such transfer shall be in an amount equal to or greater than the minimum denominations specified in Condition 3.1 (*Form and Denomination*).

Registered Definitive Notes may be transferred upon the surrender of the relevant Registered Definitive Note, with the form of transfer endorsed on it duly completed and executed, at the specified office of the Registrar. Such transfers shall be subject to the minimum denominations specified in Condition 3.1 (*Form and Denomination*). All transfers of Registered Definitive Notes are subject to any restrictions on transfer set out on the Registered Definitive Notes and the detailed regulations concerning transfers in the Agency Agreement.

Each new Registered Definitive Note to be issued upon transfer of such Registered Definitive Note will, within five Business Days of receipt and surrender of such Registered Definitive Note (duly completed and executed) for transfer, be available for delivery at the specified office of the Registrar or be mailed at the risk of the transferee entitled to such Registered Definitive Note to such address as may be specified in the relevant form of transfer.

4. STATUS AND RELATIONSHIP BETWEEN THE NOTES AND SECURITY

4.1 Status and relationship between the Notes

(a) The Class A Notes constitute direct, secured and (subject to the limited recourse provision in Condition 12 (*Enforcement*)) unconditional obligations of the Issuer. The Class A Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of interest and principal at all times, as provided in these Conditions and the Transaction Documents.

(b) The Class B Notes constitute direct, secured and (subject to the limited recourse provision in Condition 12 (*Enforcement*) and Condition 17 (*Subordination by Deferral*)) unconditional obligations of the Issuer. The Class B Notes rank *pari passu* without preference or priority among themselves in relation to payment of interest and principal at all times but, subject to the distribution of the Pre-Funding Unused Amount on the First Interest Payment Date, subordinate to the Class A Notes in relation to payment of interest, at all times and in relation to payment of principal, on or following the

occurrence of a Sequential Payment Trigger Event, as provided in these Conditions and the Transaction Documents. Accordingly, the interests of the persons who for the time being are registered in the Register as holders of Class B Notes (the "**Class B Noteholders**") will be, subject to the distribution of the Pre-Funding Unused Amount on the First Interest Payment Date, subordinated to the interests of the persons who for the time being are registered in the Register as holders of Class A Notes (the "**Class A Noteholders**") (so long as any Class A Notes remain outstanding).

(c) The Class C Notes constitute direct, secured and (subject to the limited recourse provision in Condition 12 (*Enforcement*) and Condition 17 (*Subordination by Deferral*)) unconditional obligations of the Issuer. The Class C Notes rank *pari passu* without preference or priority among themselves in relation to payment of interest and principal at all times but, subject to the distribution of the Pre-Funding Unused Amount on the First Interest Payment Date, subordinate to the Class A Notes and the Class B Notes in relation to payment of interest at all times and in relation to principal on or following the occurrence of a Sequential Payment Trigger Event, as provided in these Conditions and the Transaction Documents. Accordingly, the interests of the persons who for the time being are registered in the Register as holders of the Class C Notes (the "**Class C Noteholders**") will be, subject to the distribution of the Pre-Funding Unused Amount on the First Interest Payment Date, subordinated to the interests of each of the Class A Noteholders and the Class B Noteholders (so long as any Class A Notes and/or any Class B Notes remain outstanding).

(d) The Class D Notes constitute direct, secured and (subject to the limited recourse provision in Condition 12 (*Enforcement*) and Condition 17 (*Subordination by Deferral*)) unconditional obligations of the Issuer. The Class D Notes rank *pari passu* without preference or priority among themselves in relation to payment of interest and principal at all times but, subject to the distribution of the Pre-Funding Unused Amount on the First Interest Payment Date, subordinate to the Class A Notes, the Class B Notes and the Class C Notes in relation to payment of interest at all times and in relation to principal on or following the occurrence of a Sequential Payment Trigger Event, as provided in these Conditions and the Transaction Documents. Accordingly, the interests of the persons who for the time being are registered in the Register as holders of the Class D Notes (the "**Class D Noteholders**") will be, subject to the distribution of the Pre-Funding Unused Amount on the First Interest Payment Date, subordinated to the interests of each of the Class A Noteholders, the Class B Noteholders and the Class C Noteholders (so long as any Class A Notes and/or any Class B Notes and/or any Class C Notes remain outstanding).

(e) The Class E Notes constitute direct, secured and (subject to the limited recourse provision in Condition 12 (*Enforcement*) and Condition 17 (*Subordination by Deferral*)) unconditional obligations of the Issuer. The Class E Notes rank *pari passu* without preference or priority among themselves in relation to payment of interest and principal at all times but, subject to the distribution of the Pre-Funding Unused Amount on the First Interest Payment Date, subordinate to the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes in relation to payment of interest at all times and in relation to principal on or following the occurrence of a Sequential Payment Trigger Event, as provided in these Conditions and the Transaction Documents. Accordingly, the interests of the persons who for the time being are registered in the Register as holders of the Class E Notes (the "**Class E Noteholders**") will be, subject to the distribution of the Pre-Funding Unused Amount on the First Interest Payment Date, subordinated to the interests of each of the Class A Noteholders, the Class B Noteholders, the Class C Noteholders and the Class D Noteholders (so long as any Class A Notes and/or any Class B Notes and/or any Class C Notes and/or any Class D Notes remain outstanding).

(f) The Class X1 Notes constitute direct, secured and (subject to the limited recourse provision in Condition 12 (*Enforcement*) and Condition 17 (*Subordination by Deferral*)) unconditional obligations of the Issuer. The Class X1 Notes rank *pari passu* without preference or priority among themselves in relation to payment of interest and principal at all times but subordinate to the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, as provided in these Conditions and the Transaction Documents. Accordingly, the interests of the persons who for the time

being are registered in the Register as holders of the Class X1 Notes (the "**Class X1 Noteholders**") will be subordinated to the interests of each of the Class A Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders and the Class E Noteholders (so long as any Class A Notes and/or any Class B Notes and/or any Class C Notes and/or any Class D Notes and/or any Class E Notes remain outstanding).

(g) The Class X2 Notes constitute direct, secured and (subject to the limited recourse provision in Condition 12 (*Enforcement*) and Condition 17 (*Subordination by Deferral*)) unconditional obligations of the Issuer. The Class X2 Notes rank *pari passu* without preference or priority among themselves in relation to payment of interest and principal at all times but subordinate to the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class X1 Notes, as provided in these Conditions and the Transaction Documents. Accordingly, the interests of the persons who for the time being are registered in the Register as holders of the Class X2 Notes (the "**Class X2 Noteholders**") will be subordinated to the interests of each of the Class A Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders and the Class X1 Noteholders (so long as any Class A Notes and/or any Class B Notes and/or any Class C Notes and/or any Class D Notes and/or any Class E Notes and/or any Class X1 Notes remain outstanding).

(h) On the First Interest Payment Date only, the Collateralised Notes will be redeemed *pro rata* and *pari passu* in an aggregate amount equal to the Pre-Funding Unused Amount.

(i) The Trust Deed contains provisions requiring the Note Trustee to have regard to the interests of holders of each Class of the Notes as regards all rights, powers, trusts, authorities, duties and discretions of the Note Trustee (except where expressly provided otherwise) but requiring the Note Trustee where there is a conflict of interests between one or more Classes of Notes and/or Residual Certificates in any such case to have regard (except as expressly provided otherwise) to the interests of the holders of the Class or Classes of Notes or Residual Certificates ranking in priority to the other relevant Classes of Notes and/or the Residual Certificates in the Post-Enforcement Priority of Payments.

(j) The Trust Deed also contains provisions limiting the powers of any Class of Noteholders to (i) request or direct the Note Trustee to take any action, or (ii) pass an effective Extraordinary Resolution according to the effect thereof on the interests of the holders of the Most Senior Class of Notes. Except in certain circumstances described in Condition 13 (*Meetings of Noteholders, Modification, Waiver and Substitution*), the Trust Deed contains no such limitation on the powers of the holders of the Most Senior Class of Notes, the exercise of which will be binding (save in respect of a Basic Terms Modification) on the holders of all other Classes of Notes and Certificateholders in each case irrespective of the effect thereof on their respective interests.

As long as any Notes are outstanding but subject to Condition 13.5 (*Modification to the Transaction Documents*), the Security Trustee shall not have regard to the interests of the other Secured Creditors.

4.2 Security

(a) The security constituted by or pursuant to the Deed of Charge is granted to the Security Trustee for it to hold on trust for the Noteholders and the other Secured Creditors, upon and subject to the terms and conditions of the Deed of Charge.

(b) The Noteholders and the other Secured Creditors will share in the benefit of the security constituted by or pursuant to the Deed of Charge, upon and subject to the terms and conditions of the Deed of Charge.

5. COVENANTS

Save with the prior written consent of the Note Trustee or unless otherwise permitted under these Conditions or any of the Transaction Documents, the Issuer shall not, so long as any Note remains outstanding:

(a) **Negative pledge**: create or permit to subsist any encumbrance (unless arising by operation of law) or other security interest whatsoever over any of its assets or undertakings;

(b) **Restrictions on activities**: (i) engage in any activity whatsoever which is not incidental to or necessary in connection with any of the activities in which the Transaction Documents provide or envisage that the Issuer will engage, or (ii) have any subsidiaries, any subsidiary undertaking (as defined in the Companies Act 1985 and the Companies Act 2006 (as applicable)) or any employees (but shall procure that, at all times, it shall retain at least one independent director) or premises;

(c) **Disposal of assets**: assign, transfer, sell, lend, lease, part with or otherwise dispose of, or deal with, or grant any option or present or future right to acquire all or any of its assets or undertakings or any interest, estate, right, title or benefit therein or attempt or purport to do any of the foregoing;

(d) **Equitable and Beneficial Interest**: permit any person, other than itself and the Security Trustee, to have any equitable or beneficial interest in any of its assets or undertakings or any interest, estate, right, title or benefit therein;

(e) **Dividends or distributions**: pay any dividend or make any other distribution to its shareholders except out of amounts of profit retained by the Issuer in accordance with the applicable Priority of Payments which are available for distribution in accordance with the Issuer's memorandum and articles of association and with applicable laws or issue any further shares;

(f) **Indebtedness**: incur any financial indebtedness in respect of borrowed money whatsoever or give any guarantee or indemnity in respect of any indebtedness or of any other obligation of any person;

(g) **Merger**: consolidate or merge with any other person or convey or transfer substantially all of its properties or assets to any other person;

(h) **No modification or waiver**: permit any of the Transaction Documents to which it is a party to become invalid or ineffective or permit the priority of the security interests created or evidenced thereby or pursuant thereto to be varied, modified, terminated, postponed, waived or agree to any modification of, or grant any consent, approval, authorisation or waiver pursuant to, or in connection with, any of the Transaction Documents to which it is a party or permit any party to any of the Transaction Documents to which it is a party to be released from its obligations or exercise any right to terminate any of the Transaction Documents to which it is a party;

(i) **Bank accounts**: have an interest in any bank account other than the Issuer Accounts and the Issuer's interest in the Collection Account Trust and the Expenses Account Trust, unless such account or interest therein is charged to the Security Trustee on terms acceptable to the Security Trustee;

(j) **Purchase Notes**: purchase or otherwise acquire any Notes; or

(k) **U.S. activities**: engage in any activities in the United States (directly or through agents), or derive any income from United States sources as determined under United States income tax principles, or hold any property if doing so would cause it to be engaged in a trade or business within the United States as determined under United States income tax principles.

6. INTEREST

6.1 Accrual of interest

Each Note bears interest on its Principal Amount Outstanding from (and including) the Closing Date. Each Note (or, in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest from and including the due date for redemption unless, upon due presentation in accordance with Condition 7 (*Payments*), payment of the principal in respect of the Note is improperly withheld or refused or default is otherwise made in respect of the payment, in which event interest shall continue to accrue as provided in the Trust Deed with the first Interest Payment Date falling in January 2027.

6.2 Interest Payment Dates

The first Interest Payment Date in respect of all Notes will be the Interest Payment Date falling in January 2027 (the "**First Interest Payment Date**").

Interest will be payable in arrear on each Interest Payment Date, for all classes of Notes.

"**Interest Payment Date**" means the 20th day of each calendar month or, if such day is not a Business Day, the immediately following Business Day unless it would thereby fall into the next calendar month in which event it shall be brought forward to the immediately preceding Business Day with the first Interest Payment Date falling in January 2027.

Interest shall accrue in the case of the Notes, from (and including) an Interest Payment Date (except in the case of the first Interest Period, which shall commence on (and include) the Closing Date) to (but excluding) the next following Interest Payment Date (each such period above, an "**Interest Period**").

6.3 Rate of Interest

(a) The rate of interest payable from time to time in respect of each class or sub-class of the Notes (each, a "**Rate of Interest**" and together, the "**Rates of Interest**") will be in respect of the Notes and any related Interest Period, determined on the basis of the following provisions:

(i) The Agent Bank will determine the Compounded Daily SONIA as at the Interest Determination Date (as defined below) in question.

(ii) The Rates of Interest for the relevant Interest Period will be the rate for the Compounded Daily SONIA determined as at the related Interest Determination Date plus: (A) from and including the Closing Date to (but excluding) the Optional Redemption Date, the Relevant Margin; or (B) from (and including) the Optional Redemption Date, the Relevant Step-Up Margin.

(iii) If the Rate of Interest is less than zero per cent., the Rate of Interest shall be deemed to be zero per cent. There will be no maximum Rate of Interest.

(iv) Notwithstanding the provisions of these Conditions, in the event the Bank of England publishes guidance as to (A) how the SONIA Reference Rate is to be determined or (B) any rate that is to replace the SONIA Reference Rate, the Agent Bank shall, subject to receiving written instructions from the Issuer (upon which the Agent Bank shall be entitled to rely

conclusively and without enquiry or liability) and to the extent that it is reasonably practicable, follow such guidance in order to determine SONIA for the purpose of the Notes for so long as the SONIA Reference Rate is not available or has not been published by the authorised distributors.

(v) If the Rate of Interest cannot be determined in accordance with the foregoing provisions by the Agent Bank, the Rate of Interest shall be (A) that determined as at the last preceding Interest Determination Date (though substituting, where a different Relevant Margin or Relevant Step-Up Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Relevant Margin or Relevant Step-Up Margin relating to the relevant Interest Period in place of the Relevant Margin or Relevant Step-Up Margin relating to that last preceding Interest Period), or (B) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to the relevant Class of Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) that first Interest Payment Date (but applying the Relevant Margin applicable to the first Interest Period).

(vi) Notwithstanding any other provision of these Conditions, if in the Agent Bank's opinion there is any uncertainty between two or more alternative courses of action in making any determination or calculation under this Condition 6, the Agent Bank shall promptly notify the Issuer thereof and the Issuer shall direct the Agent Bank in writing as to which alternative course of action to adopt. If the Agent Bank is not promptly provided with such direction, or is otherwise unable (other than due to its own gross negligence, wilful default or fraud) to make such calculation or determination for any reason, it shall notify the Issuer thereof and the Agent Bank shall be under no obligation to make such calculation or determination and (in the absence of such gross negligence, wilful default or fraud) shall not incur any liability for not doing so.

(b) In these **Conditions** (except where otherwise defined), the expression:

(i) "**Business Day**" means a day (other than a Saturday or Sunday or a public holiday) on which banks are generally open for business in London;

(ii) "**Compounded Daily SONIA**" means, with respect to an Interest Period, the rate of return of a daily compound interest investment (with the daily Sterling overnight reference rate as reference rate for the calculation of interest) and will be calculated by the Agent Bank as at the Interest Determination Date in question, as follows, and the resulting percentage will be rounded if necessary to the fourth decimal place, with 0.00005 per cent. being rounded upwards:

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{SONIA_{i-5LBD}\times n_i}{365}\right)-1\right]\times\frac{365}{d}$$

Where:

"**d**" is the number of calendar days in the relevant Interest Period;

"**d_o**" is the number of Business Days in the relevant Interest Period;

"**i**" is a series of whole numbers from one to d_o, each representing the relevant Business Day in chronological order from, and including, the first Business Day in the relevant Interest Period;

"**LBD**" means a Business Day;

"n_i", for any day "i", means the number of calendar days from and including such day "i" up to but excluding the following Business Day; and

"**$SONIA_{i-5LBD}$**" means, in respect of any Business Day falling in the relevant Interest Period, the SONIA Reference Rate for the Business Day falling five Business Days prior to that Business Day "i";

(iii) "**Interest Determination Date**" means the fifth Business Day before the Interest Payment Date for which the relevant Rate of Interest will apply;

(iv) "**Observation Period**" means the period from and including the date falling five Business Days prior to the first day of the relevant Interest Period (and the first Interest Period shall begin on and include the Closing Date) and ending on, but excluding, the date falling five Business Days prior to the Interest Payment Date for such Interest Period (or, if applicable, the date falling five Business Days prior to any other date on which a payment of interest is to be made in respect of the Notes);

(v) "**Relevant Margin**" means:

(A) in respect of the Class A Notes, 0.820 per cent. per annum;

(B) in respect of the Class B Notes, 1.100 per cent. per annum;

(C) in respect of the Class C Notes, 1.300 per cent. per annum;

(D) in respect of the Class D Notes, 1.650 per cent. per annum;

(E) in respect of the Class E Notes, 2.180 per cent. per annum;

(F) in respect of the Class X1 Notes, 2.180 per cent. per annum; and

(G) in respect of the Class X2 Notes, 3.970 per cent. per annum;

(vi) "**Relevant Step-Up Margin**" means:

(A) in respect of the Class A Notes, 1.230 per cent. per annum;

(B) in respect of the Class B Notes, 1.650 per cent. per annum;

(C) in respect of the Class C Notes, 1.950 per cent. per annum;

(D) in respect of the Class D Notes, 2.475 per cent. per annum;

(E) in respect of the Class E Notes, 3.180 per cent. per annum;

(F) in respect of the Class X1 Notes, 2.180 per cent. per annum; and

(G) in respect of the Class X2 Notes, 3.970 per cent. per annum;

(vii) "**Reuters Screen SONIA Page**" means Reuters Screen SONIA Page or such other page as may replace Reuters Screen SONIA Page on that service for the purpose of displaying such information or if that service ceases to display such information, such page as displays such information on such service as may replace such screen; and

(viii) "**SONIA Reference Rate**" means, in respect of any Business Day, a reference rate equal to the daily Sterling Overnight Index Average ("**SONIA**") rate for such Business Day as provided by the administrator of SONIA to, and published by, authorised distributors of the rate as of 9:00 a.m. London time on the Reuters Screen SONIA Page or, if the Reuters Screen SONIA Page is unavailable, as otherwise published by such authorised distributors (on the Business Day immediately following such Business Day).

If, in respect of any Business Day in the relevant Observation Period, the Agent Bank determines that the SONIA Reference Rate is not available on the Reuters Screen SONIA Page or has not otherwise been published by the relevant authorised distributors, such SONIA Reference Rate shall be: (A) the Bank of England's Bank Rate (the "**Bank Rate**") prevailing at close of business on the relevant Business Day; plus (B) the mean of the spread of the SONIA Reference Rate to the Bank Rate over the previous five calendar days on which a SONIA Reference Rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Bank Rate.

6.4 Determination of Rates of Interest and Interest Amounts

The Agent Bank shall, as soon as practicable after 11.00 a.m. (London time) on each Interest Determination Date falling in such Interest Period, but in no event later than the third Business Day thereafter, determine the Sterling amount (the "**Interest Amounts**") payable in respect of interest on the Principal Amount Outstanding of each Class of the Notes for the relevant Interest Period.

The Interest Amounts shall be determined by applying the relevant Rate of Interest to the Principal Amount Outstanding of such Class of Notes and multiplying the sum by the actual number of calendar days in the Interest Period concerned divided by 365 and rounding the figure downwards to the nearest penny.

If the Agent Bank defaults, at any time, in its obligation to determine or is unable to determine the Rates of Interest and the Interest Amounts in accordance with this Condition 6.4, the Issuer may, at the expense of the Issuer, engage an expert to make such determination and any such determination shall be deemed to be determinations made by the Agent Bank.

6.5 Publication of Rates of Interest and Interest Amounts

The Agent Bank shall as soon as reasonably practicable after determining the Rate of Interest and the Interest Amounts for each Class of Notes in respect of each Interest Period and each Interest Payment Date (as applicable) pursuant to these Conditions (and, in any event, no later than two Business Days prior to the immediately succeeding Interest Payment Date), cause the relevant Rate of Interest and Interest Amount to be notified to the Issuer, the Cash Manager, the Note Trustee, the Paying Agents and the Registrar and to be published in accordance with Condition 16 (*Notice to Noteholders*), and the Issuer shall notify any stock exchange or other relevant authority on which the Notes are at the relevant time listed, as soon as reasonably practicable, after their determination and in no event later than two Business Days prior to the immediately succeeding Interest Payment Date. The Interest Amounts and Interest Payment Date may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period.

6.6 Notifications to be Final

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 6, whether by the Agent Bank or the Cash Manager, will (in the absence of manifest error) be binding on the Issuer, the Cash Manager, the Note Trustee, the Agent Bank, the Paying Agents and all Noteholders and (in the

absence of wilful default, gross negligence or fraud) no liability to the Issuer or the Noteholders shall attach to the Cash Manager or the Agent Bank in connection with the exercise or non-exercise by any of them of their powers, duties and discretions under this Condition 6.

6.7 Agent Bank

The Issuer shall procure that, so long as any of the Notes remain outstanding, there is, at all times, an agent bank for the purposes of the Notes. The Issuer may, subject to the prior written approval of the Note Trustee, terminate the appointment of the Agent Bank and shall, in the event of the appointed office of any bank being unable or unwilling to continue to act as the agent bank or failing duly to determine the Rate of Interest or the Interest Amounts in respect of any Class of Notes for any Interest Period, subject to the prior written approval of the Note Trustee, appoint another major bank engaged in the relevant interbank market to act in its place. The Agent Bank may not resign its duties or be removed without a successor having been appointed on terms commercially acceptable in the market and such successor having acquired and become subject to such rights and obligations as if it had entered into an agency agreement in a form commercially acceptable in the market.

6.8 Determinations and Reconciliation

(a) In the event that the Cash Manager does not receive the Servicer Reports with respect to a Collection Period (each such period, a "**Determination Period**"), then the Cash Manager may, in accordance with the Cash Management Agreement, estimate the amount of Principal Receipts and Revenue Receipts for such Determination Period based on the three most recently received Servicer Reports in respect of the preceding Collection Periods or, where there are not at least three previous Servicer Reports, any previous Servicer Reports for the purposes of calculating the amounts available to the Issuer to make payments, as set out in Condition 6.8(b) below. When the Cash Manager receives the Servicer Report relating to the Determination Period, it will make the reconciliation calculations and reconciliation payments as set out in Condition 6.8(c) below. Any (i) calculations properly made on the basis of such estimates in accordance with Conditions 6.8(b) and/or 6.8(c) below; (ii) payments made under any of the Notes and Transaction Documents in accordance with such calculations; and (iii) reconciliation calculations and reconciliation payments made as a result of such reconciliation calculations, each in accordance with Conditions 6.8(b) and/or 6.8(c) below, shall be deemed to be made in accordance with the provisions of the Transaction Documents and will in themselves not lead to an Event of Default and no liability will attach to the Cash Manager in connection with the exercise by it of its powers, duties and discretion for such purposes.

(b) In respect of any Determination Period, the Cash Manager shall on the Calculation Date immediately following the Determination Period:

(i) determine the Interest Determination Ratio by reference to the three most recently received Servicer Reports (or, where there are not at least three previous Servicer Reports, any previous Servicer Reports) received in the preceding Collection Periods;

(ii) calculate the Revenue Receipts for such Determination Period as the product of (A) the Interest Determination Ratio and (B) all collections received by the Issuer during such Determination Period (the "**Calculated Revenue Receipts**"); and

(iii) calculate the Principal Receipts for such Determination Period as the product of (A) 1 minus the Interest Determination Ratio and (B) all collections received by the Issuer during such Determination Period (the "**Calculated Principal Receipts**").

(c) Following the end of any Determination Period, upon receipt by the Cash Manager of the Servicer Report in respect of such Determination Period, the Cash Manager shall reconcile the calculations made in accordance with Condition 6.8(b) above to the actual collections set out in the Servicer Report by allocating the Reconciliation Amount (as defined above) as follows:

(i) if the Reconciliation Amount is a positive number, the Cash Manager shall apply an amount equal to the lesser of (A) the absolute value of the Reconciliation Amount and (B) the amount standing to the credit of the Revenue Ledger, as Available Principal Receipts (with a corresponding debit of the Revenue Ledger); and

(ii) if the Reconciliation Amount is a negative number, the Cash Manager shall apply an amount equal to the lesser of (A) the absolute value of the Reconciliation Amount and (B) the amount standing to the credit of the Principal Ledger, as Available Revenue Receipts (with a corresponding debit of the Principal Ledger),

provided that the Cash Manager shall apply such Reconciliation Amount in determining Available Revenue Receipts and Available Principal Receipts for such Collection Period in accordance with the terms of the Cash Management Agreement and the Cash Manager shall promptly notify the Issuer, the Note Trustee and the Security Trustee of such Reconciliation Amount.

(d) In these Conditions (except where otherwise defined), the expression:

(i) "**Interest Determination Ratio**" means, on any Interest Payment Date, (A) the aggregate Revenue Receipts calculated in the three preceding Servicer Reports (or, where there are not at least three previous Servicer Reports, any previous Servicer Reports), divided by (B) the aggregate of all Revenue Receipts and all Principal Receipts calculated on the basis of such Servicer Reports; and

(ii) "**Reconciliation Amount**" means in respect of any Collection Period (A) the actual Principal Receipts as determined on the basis of the available Servicer Report, less (B) the Calculated Principal Receipts in respect of such Collection Period, plus (C) any Reconciliation Amount not applied in previous Collection Periods.

7. PAYMENTS

7.1 Payment of Interest and Principal

Payments in respect of principal and interest in respect of any Global Note will be made only against presentation of such Global Note to or to the order of the Principal Paying Agent or such other Paying Agent as shall have been notified to the Noteholders in accordance with Condition 16 (*Notice to Noteholders*) for such purpose. Each payment of principal or interest made in respect of a Global Note will be recorded by the Clearing Systems in their records (which records are the records each relevant Clearing System holds for its customers and reflect such customers' interest in the Notes) and such records shall be *prima facie* evidence that the payment in question has been made. No person appearing from time to time in the records of either of the Clearing Systems as the holder of a Note shall have any claim directly against the Issuer in respect of payments due on such Note whilst such Note is represented by a Global Note and the Issuer shall be discharged by payment of the relevant amount to the bearer of the relevant Global Note. The Issuer shall procure that each payment shall be entered *pro rata* in the records of the relevant Clearing System but any failure to make such entries shall not affect the discharge referred to above.

In the event that any Notes represented by Global Notes are exchanged for Notes in definitive form, payments in respect of such Notes shall be made by transfer to the accounts specified by the holders of such Notes to the Registrar in accordance with the terms of the Agency Agreement.

7.2 Laws and Regulations

Payments of any amount in respect of a Note including principal and interest in respect of the Notes are subject, in all cases, to (i) any fiscal or other laws and regulations applicable thereto and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S.

Internal Revenue Code of 1986, as amended (the "**Code**") or otherwise imposed pursuant to Sections 1471 to 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof or any law implementing an intergovernmental approach thereto ("**FATCA**"). Noteholders will not be charged commissions or expenses on payments.

7.3 Payment of Interest following a failure to pay Principal

If payment of principal is improperly withheld or refused on or in respect of any Note or part thereof, the interest which continues to accrue in respect of such Note in accordance with Condition 6.1 (*Accrual of interest*) and Condition 6.3 (*Rate of Interest*) will be paid in accordance with this Condition 7.

7.4 Change of Paying Agents

The Issuer reserves the right, subject to the prior written approval of the Note Trustee, at any time to vary or terminate the appointment of the Principal Paying Agent or the Registrar and to appoint additional or other agents provided that there will at all times be a person appointed to perform the obligations of the Principal Paying Agent with a specified office in London and the Registrar with a specified office in London.

Except where otherwise provided in the Trust Deed or the Agency Agreement, the Issuer will cause notice of no more than 30 calendar days and no less than 15 calendar days of any change in or addition to the Paying Agents or the Registrar or their specified offices to be given to the Noteholders in accordance with Condition 16 (*Notice to Noteholders*) and will notify the Rating Agencies of such change or addition.

7.5 No Payment on non-Business Day

If the date for payment of any amount in respect of a Note is not a Presentation Date, Noteholders shall not be entitled to payment until the next following Presentation Date and shall not be entitled to further interest or other payment in respect of such delay. In this Condition 7.5, the expression "**Presentation Date**" means a day which is (a) a Business Day and (b) a day on which banks are generally open for business in the relevant place.

7.6 Partial Payment

If a Paying Agent makes a partial payment in respect of any Note, the Registrar will, in respect of the relevant Note, annotate the Register indicating the amount and date of such payment.

7.7 Payment of Interest

If interest is not paid in respect of a Note of any Class on the date when due and payable (other than because the due date is not a Presentation Date (as defined in Condition 7.5 (*No Payment on non-Business Day*)) or by reason of non-compliance by the Noteholder with Condition 7.1 (*Payment of Interest and Principal*)), then such unpaid interest shall itself bear interest at the Rate of Interest applicable from time to time to such Note until such interest and interest thereon are available for payment and notice thereof has been duly given in accordance with Condition 16 (*Notice to Noteholders*).

8. REDEMPTION

8.1 Redemption at Maturity

Unless previously redeemed in full or purchased and cancelled as provided below, the Issuer will redeem the Notes at their respective Principal Amount Outstanding on the Interest Payment Date falling in June 2068 (the "**Final Maturity Date**").

8.2 Mandatory Redemption prior to the service of an Enforcement Notice or on the Call Option Redemption Date

(a) On each Interest Payment Date prior to the service of an Enforcement Notice or on the Call Option Redemption Date:

(i) each Class of Notes (other than the Class X1 Notes and Class X2 Notes) shall be redeemed in an amount equal to the Available Principal Receipts (to the extent not applied as Principal Addition Amounts to cover any Senior Expenses Deficit) available for such purpose in accordance with the Pre-Enforcement Principal Priority of Payments which shall be applied in the following order of priority:

(A) on the First Interest Payment Date only, to redeem all Collateralised Notes *pro rata* and *pari* passu in an aggregate amount equal to the Pre-Funding Unused Amount; and thereafter to be applied;

(B) prior to the occurrence of a Sequential Payment Trigger Event, to redeem the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes on a *pro rata* and *pari passu* basis; and, on or following the occurrence of a Sequential Payment Trigger Event:

I. to repay the Class A Notes on a *pari passu* and *pro rata* basis until they are each repaid in full; and thereafter to be applied;

II. to repay the Class B Notes on a *pari passu* and *pro rata* basis until they are each repaid in full; and thereafter to be applied;

III. to repay the Class C Notes on a *pari passu* and *pro rata* basis until they are each repaid in full; and thereafter to be applied;

IV. to repay the Class D Notes on a *pari passu* and *pro rata* basis until they are each repaid in full; and thereafter to be applied;

V. to repay the Class E Notes on a *pari passu* and *pro rata* basis until they are each repaid in full;

(ii) in the case of the Class X1 Notes, such class of Notes shall be redeemed on a *pari passu* and *pro rata* basis in an amount equal to the Available Revenue Receipts available for such purpose in accordance with the Pre-Enforcement Revenue Priority of Payments which shall be applied to repay the Class X1 Notes until they are each repaid in full; and

(iii) in the case of the Class X2 Notes, such class of Notes shall be redeemed on a *pari passu* and *pro rata* basis in an amount equal to the Available Revenue Receipts available for such purpose in accordance with the Pre-Enforcement Revenue Priority of Payments which shall be applied to repay the Class X2 Notes until they are each repaid in full. The Principal Amount Outstanding of each Class of Notes shall be redeemed on each Interest Payment Date in accordance with the relevant Priority of Payments. The principal amount to be redeemed in

respect of a Note of a particular Class (the "**Note Principal Payment**") on any Interest Payment Date prior to the service of an Enforcement Notice shall be (A) in respect of Notes of a particular Class other than the Class X1 Notes and the Class X2 Notes, the Available Principal Receipts available for such purpose on such Interest Payment Date in accordance with the Pre-Enforcement Principal Priority of Payments and (B) in respect of the Class X1 Notes and the Class X2 Notes, the Available Revenue Receipts available for such purpose on such Interest Payment Date in accordance with the Pre-Enforcement Revenue Priority of Payments, each as calculated on the Calculation Date immediately preceding such Interest Payment Date multiplied by the relevant Pool Factor. With respect to each Note of a particular Class on (or as soon as practicable after) each Calculation Date, the Issuer shall determine (or cause the Cash Manager to determine) (I) the amount of any Note Principal Payment due on the Interest Payment Date next following such Calculation Date, (II) the Principal Amount Outstanding of each such Note and (III) the fraction expressed as a decimal to the sixth decimal point (the "**Pool Factor**"), of which the numerator is the Principal Amount Outstanding of that Note (as referred to in item (II) above) and the denominator is the Principal Amount Outstanding of the relevant Class of Notes. Each determination by or on behalf of the Issuer of any principal repayment, the Principal Amount Outstanding of a Note and the Pool Factor shall in each case (in the absence of wilful default, gross negligence, fraud or manifest error) be final and binding on all persons.

(b) The Issuer will cause each determination of a principal repayment, Principal Amount Outstanding and Pool Factor to be notified by not less than two Business Days prior to the relevant Interest Payment Date to the Note Trustee, the Paying Agents, the Agent Bank, the Swap Provider and (for so long as the Notes are listed on the Official List of London Stock Exchange and admitted to trading on the main market of the London Stock Exchange) the London Stock Exchange, and will immediately cause notice of each such determination to be given in accordance with Condition 16 (*Notice to Noteholders*) not later than two Business Days prior to the relevant Interest Payment Date. If no principal repayment is due to be made on the Notes on any Interest Payment Date a notice to this effect will be given to the holders of the Notes.

8.3 Mandatory Redemption of the Notes in Full

(a) **On or after the Optional Redemption Date**

On giving not more than 60 calendar days' nor fewer than two Business Days' notice to the Noteholders in accordance with Condition 16 (*Notice to Noteholders*) and the Note Trustee, on any Interest Payment Date on or after the Optional Redemption Date upon the occurrence of a sale of the Loans and their Related Security comprising the Portfolio in accordance with the provisions of the Deed Poll, the Optional Purchase Price received by the Issuer will be applied as Available Revenue Receipts in accordance with the Pre-Enforcement Revenue Priority of Payments with the result that the Notes will be redeemed in full in accordance with Condition 8.2 (*Mandatory Redemption prior to the service of an Enforcement Notice or on the Call Option Redemption Date*) together with any accrued (and unpaid) interest up to (but excluding) the date of redemption, and any other amounts due to the Noteholders.

(b) **Ten per cent. clean-up call**

On giving not more than 60 calendar days' nor fewer than 14 Business Days' notice to the Noteholders in accordance with Condition 16 (*Notice to Noteholders*) and the Note Trustee, on any Interest Payment Date upon the occurrence of a sale of the Loans and their Related Security comprising the Portfolio in accordance with the provisions of the Deed Poll where the aggregate Current Balance of the Loans was equal to or less than 10 per cent. of the aggregate Principal Amount Outstanding of the Notes on the Closing Date, the Optional Purchase Price received by the Issuer will be applied as Available Revenue Receipts in accordance with the Pre-Enforcement Revenue Priority of Payments

with the result that the Notes will be redeemed in full, on such Interest Payment Date in accordance with Condition 8.2 (*Mandatory Redemption prior to the service of an Enforcement Notice or on the Call Option Redemption Date*) together with any accrued (and unpaid) interest up to (but excluding) the date of redemption, and any other amounts due to the Noteholders.

8.4 Mandatory Redemption of the Notes for Taxation or Other Reasons

If:

(a) by reason of a change in tax law (or the application or official interpretation thereof), which change becomes effective on or after the Closing Date, on or before the next Interest Payment Date the Issuer or the Paying Agents would be required to deduct or withhold from any payment of principal or interest on any Notes (other than because the relevant holder has some connection with the United Kingdom other than the holding of such Notes) 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 or on behalf of the United Kingdom or any political sub-division thereof or any authority thereof or therein having power to tax; or

(b) by reason of a change in law (or the application or official interpretation thereof), which change becomes effective on or after the Closing Date, it has become or will become unlawful for the Issuer to make, fund or allow to remain outstanding all or any of the Notes; or

(c) by reason of a change in law (or the application or official interpretation thereof), which change becomes effective on or after the Closing Date, on or before the next Interest Payment Date the Issuer or the Swap Provider would be required to deduct or withhold from any payment under the Swap Agreement any amount for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature,

then the Issuer shall, if the same would avoid the effect of such relevant event described in paragraph (a), (b) or (c) above, appoint a Paying Agent in another jurisdiction or use its reasonable endeavours to arrange the substitution of a company incorporated and/or tax resident in another jurisdiction approved in writing by the Note Trustee as principal debtor under the Notes and the Trust Deed, provided that:

(i) the Note Trustee is satisfied that such substitution will not be materially prejudicial to the interests of the holders of the Notes (and in making such determination, the Note Trustee may rely absolutely, without investigation or inquiry and without liability, on (A) any confirmation made orally to the Issuer (in which case the Seller on behalf of the Issuer shall confirm the same in writing to the Note Trustee) or in writing from each of the Rating Agencies that the then current ratings of the Notes would not be adversely affected by such substitution or (B) if no such confirmation from the Rating Agencies is forthcoming and the Seller on behalf of the Issuer has certified the same in writing to the Security Trustee and the Note Trustee (an "**Issuer Certificate**") that such proposed action (I) (while any Notes remain outstanding) has been notified to the Rating Agencies, (II) would not have an adverse impact on the Issuer's ability to make payment when due in respect of the Notes, (III) would not affect the legality, validity and enforceability of any of the Transaction Documents or any Security and (IV) (while any of the Notes remain outstanding) would not have an adverse effect on the rating of the Notes) (upon which confirmation or certificate the Note Trustee and the Security Trustee shall be entitled to rely absolutely without enquiry or liability to any person for so doing); and

(ii) such substitution would not require registration of any new security under U.S. securities laws or materially increase the disclosure requirements under U.S. law.

A "**Redemption Event**" shall occur if the Issuer satisfies the Note Trustee immediately before giving the notice referred to below that one or more of the events described in paragraph (a), (b) or (c) above is continuing and that the appointment of a Paying Agent or a substitution as referred to above would not avoid the effect of the relevant event or that, having used its reasonable endeavours, the Issuer is unable to arrange such appointment or substitution.

On any Interest Payment Date on which the Loans and their Related Security comprising the Portfolio are sold pursuant to the Deed Poll following the occurrence of a Redemption Event, the Optional Purchase Price received by the Issuer will be applied as Available Revenue Receipts in accordance with the Pre-Enforcement Revenue Priority of Payments with the result that the Notes will be redeemed in full, in accordance with Condition 8.2 (*Mandatory Redemption prior to the service of an Enforcement Notice or on the Call Option Redemption Date*) together with any accrued (and unpaid) interest up to (but excluding) the date of redemption, and any other amounts due to the Noteholders. The Issuer shall give not more than 60 calendar days' nor fewer than 15 Business Days' notice of any such redemption of the Notes to the Noteholders in accordance with Condition 16 (*Notice to Noteholders*) and the Note Trustee.

8.5 Principal Amount Outstanding

The "**Principal Amount Outstanding**" of each Class of Notes on any date shall be, in each case, their original principal amount, in respect of the Class A Notes of £409,500,000, in respect of the Class B Notes of £25,025,000, in respect of the Class C Notes of £9,100,000, in respect of the Class D Notes of £6,825,000, in respect of the Class E Notes of £4,551,000, in respect of the Class X1 Notes of £6,825,000 and in respect of the Class X2 Notes of £3,640,000, in each case less the aggregate amount of all principal payments in respect of such Class of Notes which have been made since the Closing Date.

8.6 Notice of Redemption

Any such notice as is referred to in Condition 8.3 (*Mandatory Redemption of the Notes in Full*) or Condition 8.4 (*Mandatory Redemption of the Notes for Taxation or Other Reasons*) shall be irrevocable and, upon the expiry of such notice, the Issuer shall be bound to redeem the relevant Notes at the applicable amounts specified above. Any certificate or legal opinion given by, or on behalf of, the Issuer pursuant to clause 3.13(c) of the Deed Poll may be relied on by the Note Trustee without further investigation and, if so relied on, shall be conclusive and binding on the Noteholders.

8.7 No Purchase by the Issuer

The Issuer will not be permitted to purchase any of the Notes.

8.8 Cancellation on redemption in full and/or exercise of the Call Option

All Notes redeemed in full will be cancelled upon redemption. Notes cancelled upon redemption in full may not be resold or re-issued.

9. TAXATION

All payments in respect of the Notes by or on behalf of the Issuer shall be made without withholding or deduction for, or on account of, all present and future taxes, levies, imposts, duties, fees, deductions, withholdings or charges of any nature whatsoever and wheresoever imposed, including income tax, corporation tax, value added tax or other tax in respect of added value and any franchise, transfer, sales, gross receipts, use, business, occupation, excise, personal property, real property or other tax imposed by any national, local or supranational taxing or fiscal authority or agency together with any penalties, fines or interest thereon ("**Taxes**"), unless the withholding or deduction of the Taxes is required by applicable law. In that event, subject to Condition 8.4 (*Mandatory Redemption of the*

Notes for Taxation or Other Reasons), the Issuer or, as the case may be, the Paying Agent shall make such payment after the withholding or deduction has been made and shall account to the relevant authorities for the amount required to be withheld or deducted. Neither the Issuer nor any Paying Agent nor any other person shall be obliged to make any additional payments to Noteholders in respect of such withholding or deduction.

10. PRESCRIPTION

Claims in respect of principal and interest on the Notes will be prescribed after ten years (in the case of principal) and five years (in the case of interest) from the Relevant Date in respect of the relevant payment.

In this Condition 10, the "**Relevant Date**", in respect of a payment, is the date on which such payment first becomes due or (if the full amount of the monies payable on that date has not been duly received by the Principal Paying Agent or the Note Trustee on or prior to such date) the date on which, the full amount of such monies having been received, notice to that effect is duly given to the relevant Noteholders in accordance with Condition 16 (*Notice to Noteholders*).

11. EVENTS OF DEFAULT

11.1 Notes

The Note Trustee at its absolute discretion may, and if so directed in writing by the holders of at least 25 per cent. in aggregate Principal Amount Outstanding of the Most Senior Class of Notes or if so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes shall, (subject to being indemnified and/or prefunded and/or secured to its satisfaction as more particularly described in the Trust Deed) give a notice (an "**Enforcement Notice**") to the Issuer (with a copy to the Swap Provider, the Cash Manager, the Security Trustee, the Servicer, the Seller, the Custodian and the Issuer Account Bank) that all Classes of the Notes are immediately due and payable at their respective Principal Amount Outstanding, together with accrued (but unpaid) interest as provided in the Trust Deed, if any of the following events (each, an "**Event of Default**") occur:

(a) subject to Condition 17 (*Subordination by Deferral*), if default is made in the payment of any principal or interest due in respect of the Notes and the default continues for: (i) a period of five Business Days in the case of principal, or (ii) three Business Days in the case of interest; or

(b) if the Issuer fails to perform or observe any of its other material obligations under these Conditions or any Transaction Document to which it is a party and the failure continues for a period of 15 calendar days (or such longer period as the Note Trustee may permit) following the service by the Note Trustee on the Issuer of notice requiring the same to be remedied (except that in any case where the Note Trustee considers the failure to be incapable of remedy, then no continuation or notice as is aforementioned will be required); or

(c) if (in the opinion of the Note Trustee) any material representation or warranty made by the Issuer under any Transaction Document is incorrect when made and the matters giving rise to such misrepresentation are not remedied within a period of 15 calendar days (or such longer period as the Note Trustee may permit) (except that in any case where the Note Trustee considers the matters giving rise to such misrepresentation to be incapable of remedy, then no continuation or notice as is hereinafter mentioned will be required) following the service by the Note Trustee on the Issuer of notice requiring the same to be remedied; or

(d) if any order is made by any competent court or any resolution is passed for the winding up or dissolution of the Issuer, save for the purposes of reorganisation on terms approved in writing by the Note Trustee or by Extraordinary Resolution of the Noteholders; or

(e) if (i) the Issuer ceases or threatens to cease to carry on the whole or a substantial part of its business, save for the purposes of reorganisation on terms approved in writing by the Note Trustee or by Extraordinary Resolution of the Noteholders, or (ii) the Issuer stops or threatens to stop payment of, or is unable to, or admits inability to, pay its debts (or any class of its debts) as they fall due or the value of its assets falls to less than the amount of its liabilities (taking into account its contingent and prospective liabilities) or (iii) the Issuer is deemed unable to pay its debts pursuant to or for the purposes of any applicable law or is adjudicated or found bankrupt or insolvent; or

(f) if proceedings are initiated against the Issuer under any applicable liquidation, insolvency, composition, reorganisation or other similar laws or an application is made (or documents filed with the court) for the appointment of an administrative or other receiver, manager, administrator or other similar official, or an administrative or other receiver, manager, administrator or other similar official is appointed, in relation to the Issuer or, as the case may be, in relation to the whole or any part of the undertaking or assets of the Issuer, and in any such case (other than the appointment of an administrator or an administrative receiver appointed following presentation of a petition for an administration order), unless initiated by the Issuer, is not discharged within 30 calendar days; or

(g) if the Issuer (or its directors or shareholders) initiates or consents to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, reorganisation or other similar laws or makes a conveyance or assignment for the benefit of, or enters into any composition or other arrangement with, its creditors generally (or any class of its creditors) or takes steps with a view to obtaining a moratorium in respect of any of its indebtedness or any meeting is convened to consider a proposal for an arrangement or composition with its creditors generally (or any class of its creditors).

11.2 General

Upon the service of an Enforcement Notice by the Note Trustee in accordance with Condition 11.1 (*Notes*), all the Notes then outstanding shall thereby immediately become due and payable at their respective Principal Amount Outstanding, together with accrued interest as provided in the Trust Deed.

12. ENFORCEMENT

12.1 General

Each of the Note Trustee and the Security Trustee may, at any time, at its absolute discretion and without notice, take (and in the case of the Note Trustee, may direct the Security Trustee to 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, the Residual Certificates or the Trust Deed (including these Conditions or the Residual Certificates Conditions) or (in the case of the Security Trustee) the Deed of Charge or (in either case) any of the other Transaction Documents to which it is a party and, at any time after the service of an Enforcement Notice, the Security Trustee may, at its discretion and without notice, take such proceedings, actions or steps as it may think fit to enforce the Security, but neither of them shall be bound to take any such proceedings, action or steps unless:

(a) in the case of the Note Trustee, it shall have been so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes then outstanding or directed in writing by the holders of at least 25 per cent. in aggregate of the Principal Amount Outstanding of the Most Senior Class of Notes and, in the case of the Security Trustee, it shall have been so directed by the Note Trustee or, if there are no Notes outstanding, all of the other Secured Creditors; and

(b) in all cases, it shall have been indemnified and/or prefunded and/or secured to its satisfaction.

12.2 Limitations on Enforcement

No Noteholder shall be entitled to proceed directly against the Issuer or any other party to any of the Transaction Documents to enforce the performance of any of these Conditions or any of the provisions of the Transaction Documents and/or to take any other proceedings (including lodging an appeal in any proceedings) in respect of or concerning the Issuer unless (i) the Note Trustee or, as the case may be, the Security Trustee, having become bound so to do, fails to do so within a reasonable period and such failure shall be continuing or (ii) the Note Trustee or, as the case may be, the Security Trustee, is unable to do so and such inability is continuing, provided that no Noteholder shall be entitled to take any steps or proceedings to procure the winding up, administration or liquidation of the Issuer. Any proceeds received by a Noteholder pursuant to any such proceedings shall be paid to the Note Trustee promptly following receipt thereof for application pursuant to the applicable Priorities of Payments.

12.3 Limited Recourse

Notwithstanding any other Condition or any provision of any Transaction Document, all obligations of the Issuer to the Noteholders are limited in recourse to the property, assets and undertakings of the Issuer which are the subject of any security created under and pursuant to the Deed of Charge (the "**Charged Assets**"). If:

(a) there are no Charged Assets remaining which are capable of being realised or otherwise converted into cash;

(b) all amounts available from the Charged Assets have been applied to meet or provide for the relevant obligations specified in, and in accordance with, the provisions of the Deed of Charge; and

(c) there are insufficient amounts available from the Charged Assets to pay in full, in accordance with the provisions of the Deed of Charge, amounts outstanding under the Notes,

then the Noteholders shall have no further claim against the Issuer in respect of any amounts owing to them which remain due or to be paid in respect of the Notes (including, for the avoidance of doubt, payments of principal, premium (if any) or interest in respect of the Notes) and the Issuer shall be deemed to be discharged from making any further payments in respect of the Notes and any further payment rights shall be extinguished.

13. MEETINGS OF NOTEHOLDERS, MODIFICATION, WAIVER AND SUBSTITUTION

13.1 The Trust Deed contains provisions for convening meetings (including by way of conference call, including by means of an audioconference or videoconference platform) of the Noteholders and/or Certificateholders of each Class and, in certain cases, more than one Class to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of these Conditions or the provisions of any of the Transaction Documents.

13.2 For the purposes of these Conditions, "**Most Senior Class**" means the Class A Notes or, if there are no Class A Notes then outstanding, the Class B Notes or, if there are no Class A Notes or Class B Notes then outstanding, the Class C Notes or, if there are no Class A Notes, Class B Notes or Class C Notes then outstanding, the Class D Notes or, if there are no Class A Notes, Class B Notes, Class C Notes or Class D Notes then outstanding, the Class E Notes or, if there are no Class A Notes, Class B Notes, Class C Notes, Class D Notes or Class E Notes then outstanding, the Class X1 Notes or, if there are no Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes or Class X1 Notes then outstanding, the Class X2 Notes or, if there are no Notes then outstanding, prior to (but excluding)

the Optional Redemption Date, the RC1 Residual Certificates and, thereafter, the RC2 Residual Certificates.

13.3 Most Senior Class and Limitations on other Noteholders and Certificateholders

(a) Other than in relation to a Basic Terms Modification, which additionally require an Extraordinary Resolution of the holders of each affected Class or Classes of Notes then outstanding, as applicable:

(i) subject to paragraphs (ii) and (iii) below, an Extraordinary Resolution passed at any meeting of the holders of the Most Senior Class shall be binding on such Noteholders and all other Classes of Noteholders and Certificateholders irrespective of the effect upon them;

(ii) subject to paragraph (iii) below, an Extraordinary Resolution passed at any meeting of a relevant Class of Noteholders shall be binding on (A) such Noteholders and all other Classes of Noteholders ranking junior to such Class of Noteholders in the Post-Enforcement Priority of Payments in each case and (B) the Certificateholders, irrespective of the effect it has upon them;

(iii) no Extraordinary Resolution of any Class of Noteholders or Certificateholders shall take effect for any purpose while any of the Most Senior Class remain outstanding or (in the case of the Residual Certificates remain in issue) unless it shall have been sanctioned by an Extraordinary Resolution of the holders of the Most Senior Class and in the case of the Residual Certificates all Notes ranking in priority thereto or the Note Trustee is of the opinion that it would not be materially prejudicial to the interests of the holders of the Most Senior Class; and

(iv) no Ordinary Resolution that is passed by the holders of any Class of Noteholders shall take effect for any purpose while any of the Most Senior Class of Notes remain outstanding or unless it shall have been sanctioned by an Ordinary Resolution of the holders of the Most Senior Class of Notes, or the Note Trustee is of the opinion that it would not be materially prejudicial to the interests of the holders of the Most Senior Class of Notes,

provided that, the prior written consent of the Swap Provider is also required in respect of any Extraordinary Resolution of a Class or Classes of Notes and/or Residual Certificates relating to any amendment, modification, variation, supplement, consent or waiver of any of the Transaction Documents where:

(A) such amendment, modification, variation, supplement, waiver or consent would adversely affect the Swap Provider's rights or obligations under, or interests in respect of:

I. the Priorities of Payments or the Swap Collateral Account Priority of Payments;

II. the timing or amount of any payments or deliveries due from (x) the Issuer to the Swap Provider or (y) the Swap Provider to the Issuer;

III. the Swap Provider's status as a Secured Creditor or the Swap Provider's rights in relation to 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 Secured Creditors);

IV. any requirement to obtain the Swap Provider's prior consent (written or otherwise) in respect of any matter;

(B) such amendment, modification, variation, supplement, waiver or consent relates to Condition 8 (*Redemption*) or any additional redemption rights in respect of the Notes and such

amendment, modification, variation, supplement, waiver or consent would prejudice the Swap Provider;

(C) such amendment, modification, variation, supplement, waiver or consent has the effect that immediately thereafter, the Swap Provider would be required to pay more or receive less if it transferred any Swap Transaction under the Swap Agreement to another person than it would have paid or received prior to such amendment or waiver (in respect of any such amendment, modification, variation, supplement, waiver or consent, the Swap Provider's consent not to be unreasonably withheld); or

(D) such amendment, modification, variation, supplement, waiver or consent is otherwise materially prejudicial to the Swap Provider or its rights, obligations or interests.

The Issuer shall notify the Swap Provider, the Note Trustee and the Security Trustee in writing of the proposed modification, supplement, consent or waiver in respect of any of the Transaction Documents as soon as reasonably practicable prior to such modification, supplement, consent or waiver taking effect and request that the Swap Provider determines if its consent is required. The Swap Provider (acting in good faith and in a commercially reasonable manner) shall as soon as reasonably practicable, (and in any event before such modification, supplement, consent or waiver is due to take effect) determine whether such modification, supplement, waiver or consent requires the Swap Provider's consent in accordance with paragraphs 13.5(b)(A) to 13.5(b)(D) above. The Swap Provider must then promptly notify the Issuer, the Note Trustee and the Security Trustee in writing of its determination, and if relevant whether or not it consents and the Note Trustee and Security Trustee shall be entitled to rely on such determination. If the Swap Provider has not provided such determination within 10 Business Days of its receipt of the consent request, the Issuer may provide written confirmation to the Note Trustee and the Security Trustee (upon which the Note Trustee and the Security Trustee shall be entitled to rely absolutely without liability or enquiry) that the Swap Provider's consent pursuant to this Condition 13.3(a) is not needed because the relevant modification, supplement, consent or waiver does not affect any of the items listed in paragraphs (A) to (D) above. If required, such confirmation will be provided prior to such modification, supplement, consent or waiver taking effect.

(b) Other than in relation to Basic Terms Modifications and subject as provided in Conditions 13.3(a) and 13.4 (*Quorum*), a resolution which, in the opinion of the Note Trustee, affects the interests of the holders of:

(i) any Class of Notes and/or Residual Certificates of one class only shall be deemed to have been duly passed if passed at a meeting (or by a resolution in writing or, in respect of the Notes represented by Global Notes only, by a resolution passed by way of consents received through the relevant Clearing System(s)) of the holders of that Class of Notes and/or Residual Certificates so affected;

(ii) any two or more Classes of Notes and/or Residual Certificates, but does not give rise to an actual or potential conflict of interest between the holders of such Classes of Notes and/or Residual Certificates, shall be deemed to have been duly passed if passed at a single meeting (or by a single resolution in writing or, in respect of the Notes represented by Global Notes, by a single resolution passed by way of consents received through the relevant Clearing System(s)) of the holders of each such Class of Notes and/or Residual Certificates; and

(iii) one or more Classes of Notes and/or Residual Certificates, but does not give rise to an actual or potential conflict of interest between the holders of such Classes of Notes and/or Residual Certificates, shall be deemed to have been duly passed if passed at a single meeting (or by a single resolution in writing or, in respect of the Notes represented by Global Notes only, by a single resolution passed by way of consents received through the relevant Clearing System(s)) of the holders of such Classes of Notes. Where such a resolution gives, or may give rise to,

an actual or potential conflict of interest between the holders of such Classes of Notes, it shall be deemed to have been duly passed only if passed at separate meetings (or by separate resolutions in writing or, in respect of the Notes represented by Global Notes only, by separate resolutions passed by way of electronic consents received through the relevant Clearing System(s)) of the holders of each such Class of Notes and/or Residual Certificates so affected.

(c) No Extraordinary Resolution of the holders of a Class or Classes of Notes and/or Residual Certificates which would have the effect of sanctioning a Basic Terms Modification in respect of any Class of Notes or Residual Certificates shall take effect unless it has been sanctioned by an Extraordinary Resolution of the holders of each affected Class of Notes then outstanding and/or the holders of each affected Class of Residual Certificates then in issue which are affected by such Basic Terms Modification.

(d) No Ordinary Resolution that is passed by the holders of any Class of Notes or Residual Certificates shall take effect for any purpose while any of the Most Senior Class remain outstanding or (in the case of the Residual Certificates) remain in issue unless it shall have been sanctioned by an Ordinary Resolution of the holders of the Most Senior Class and, in the case of the Residual Certificates, all Notes ranking in priority thereto or the Note Trustee is of the opinion that it would not be materially prejudicial to the interests of the holders of the Most Senior Class.

13.4 Quorum

(a) Subject as provided below, the quorum at any meeting of Noteholders of any Class or Classes for passing an Ordinary Resolution will be one or more persons holding or representing not less than 25 per cent. of the aggregate Principal Amount Outstanding of such Class or Classes of Notes then outstanding.

(b) Subject as provided below, the quorum at any meeting of Noteholders of any Class or Classes for passing an Extraordinary Resolution will be one or more persons holding or representing not less than 50 per cent. of the aggregate Principal Amount Outstanding of such Class or Classes of Notes then outstanding.

(c) Subject to the more detailed provisions set out in the Trust Deed, the quorum at any meeting of any holders of any Class or Classes of Notes or holders of any Class or Classes of Residual Certificates passing an Extraordinary Resolution to (i) sanction a modification of the date of maturity of Notes, (ii) sanction a modification of the date of payment of principal or interest in respect of the Notes, or, where applicable, of the method of calculating the date of payment of principal or interest in respect of the Notes (other than pursuant to Condition 13.6(a)(viii) (*Additional Right of Modification*) or in relation to any Swap Rate Modification), (iii) sanction a modification of the amount of principal or the rate of interest payable in respect of the Notes (other than pursuant to Condition 13.6(a)(viii) (*Additional Right of Modification*) or in relation to any Swap Rate Modification), or, where applicable, of the method of calculating the amount payable of any principal or interest in respect of the Notes (other than pursuant to Condition 13.6(a)(viii) (*Additional Right of Modification*) or in relation to any Swap Rate Modification), (iv) alter the currency in which payments under any Class of Notes or the Residual Certificates are to be made, (v) alter the quorum or majority required in relation to a resolution or meeting of holders of any Class of Notes, (vi) sanction any scheme or proposal for the sale, conversion or cancellation of any Class of Notes or any Class of the Residual Certificates, or (vii) any change to the definition of a Basic Terms Modification, (each, a "**Basic Terms Modification**") shall be one or more persons holding or representing in aggregate not less than three-quarters of the aggregate Principal Amount Outstanding of such Class of Notes then outstanding. Any Extraordinary Resolution in respect of a Basic Terms Modification shall only be effective if duly passed at separate meetings (or by separate resolutions in writing or, in respect of the Notes represented by Global Notes only, by separate resolutions passed by way of electronic consents received through the relevant

Clearing System(s)) of each relevant affected Class of Noteholders and if affected the Certificateholders in accordance with the Residual Certificates Conditions.

(d) Subject as provided below, the quorum at any adjourned meeting of Noteholders of any Class or Classes for passing an Ordinary Resolution will be one or more persons holding or representing not less than 10 per cent. of the aggregate Principal Amount Outstanding of such Class or Classes of Notes then outstanding.

(e) Subject as provided below, the quorum at any adjourned meeting of Noteholders of any Class or Classes for passing an Extraordinary Resolution will be one or more persons holding or representing not less than 25 per cent. of the aggregate Principal Amount Outstanding of such Class or Classes of Notes then outstanding.

(f) Subject to the more detailed provisions set out in the Trust Deed, the quorum at any adjourned meeting of any holders of any Class or Classes of Notes or holders of any Class of Residual Certificates passing an Extraordinary Resolution to sanction a Basic Terms Modification shall be one or more persons holding or representing in aggregate not less than (i) 50 per cent. of the aggregate Principal Amount Outstanding of such Class of Notes then outstanding, or (ii) 50 per cent. of such Class of Residual Certificates then in issue. Any Extraordinary Resolution in respect of a Basic Terms Modification shall only be effective if duly passed at separate meetings (or by separate resolutions in writing or, by separate resolutions passed by way of electronic consents received through the relevant Clearing System(s)) of each affected Class of Noteholders and each affected Class of Residual Certificates in accordance with the relevant Residual Certificates Conditions.

The terms of the Trust Deed and the Deed of Charge provide for the Noteholders to give directions in writing to the Note Trustee and the Security Trustee upon which the Note Trustee or, as the case may be, the Security Trustee is bound to act.

13.5 Modification to the Transaction Documents

The Note Trustee may at any time and from time to time (and may direct the Security Trustee at any time), with the written consent of the Liquidity Facility Provider (prior to the LF Cancellation Date) and the Secured Creditors which are a party to the relevant Transaction Document (such consent to be conclusively demonstrated by such Secured Creditor entering into any deed or document purporting to modify such Transaction Document) but without the consent or sanction of the Noteholders, the Certificateholders or any other Secured Creditors agree with the Issuer and any other parties in making or sanctioning any modification:

(a) other than in respect of a Basic Terms Modification, to the Conditions, the Residual Certificates Conditions, the Trust Deed or any other Transaction Document, which in the opinion of the Note Trustee (acting in accordance with the Trust Deed), will not be materially prejudicial to the interests of the Noteholders (or if there are no Notes outstanding, the interests of the Certificateholders) and, for the avoidance of doubt, any modification of the Collection Account Declaration of Trust and/or the Expenses Account Declaration of Trust which does not affect the manner in which the Issuer's Trust Share (as defined in each of the Collection Account Declaration of Trust and Expenses Account Declaration of Trust respectively) is calculated will not be materially prejudicial to the interests of the Noteholders (or if there are no Notes outstanding, the interests of the Certificateholders); or

(b) to these Conditions, the Residual Certificates Conditions, the Trust Deed or any other Transaction Document if in the opinion of the Note Trustee (acting in accordance with the Trust Deed), such modification is of a formal, minor or technical nature or to correct a manifest error;

provided that, the prior written consent of the Swap Provider is also required in respect of any amendment, modification, variation, supplement, waiver or consent in respect of any of the Transaction Documents where:

(A) such amendment, modification, variation, supplement, waiver or consent would adversely affect the Swap Provider's rights or obligations under, or interests in respect of:

I. the Priorities of Payments or the Swap Collateral Account Priority of Payments;

II. the timing or amount of any payments or deliveries due from (x) the Issuer to the Swap Provider or (y) the Swap Provider to the Issuer;

III. the Swap Provider's status as a Secured Creditor or the Swap Provider's rights in relation to 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 Secured Creditors); or

IV. any requirement to obtain the Swap Provider's prior consent (written or otherwise) in respect of any matter;

(B) such amendment, modification, variation, supplement, waiver or consent relates to Condition 8 (*Redemption*) or any additional redemption rights in respect of the Notes and such amendment, modification, variation, supplement, waiver or consent would prejudice the Swap Provider;

(C) such amendment, modification, variation, supplement, waiver or consent has the effect that immediately thereafter, the Swap Provider would be required to pay more or receive less if it transferred any Swap Transaction under the Swap Agreement to another person than it would have paid or received prior to such amendment or waiver (in respect of any such amendment, modification, variation, supplement, waiver or consent, the Swap Provider's consent not to be unreasonably withheld); or

(D) such amendment, modification, variation, supplement, waiver or consent is otherwise materially prejudicial to the Swap Provider or its rights, obligations or interests.

The Issuer shall notify the Swap Provider, the Note Trustee and the Security Trustee in writing of the proposed modification, supplement, consent or waiver in respect of any of the Transaction Documents as soon as reasonably practicable prior to such modification, supplement, consent or waiver taking effect and request that the Swap Provider determines if its consent is required. The Swap Provider (acting in good faith and in a commercially reasonable manner) shall as soon as reasonably practicable, (and in any event before such modification, supplement, consent or waiver is due to take effect) determine whether such modification, supplement, waiver or consent requires the Swap Provider's consent in accordance with paragraphs (A) to (D) above. The Swap Provider must then promptly notify the Issuer, the Note Trustee and the Security Trustee in writing of its determination, and if relevant whether or not it consents and the Note Trustee and Security Trustee shall be entitled to rely on such determination. If the Swap Provider has not provided such determination within 10 Business Days of its receipt of the consent request, the Issuer may provide written confirmation to the Note Trustee and the Security Trustee (upon which the Note Trustee and the Security Trustee shall be entitled to rely absolutely without liability or enquiry) that the Swap Provider's consent pursuant to this Condition 13.5 is not needed because the relevant modification, supplement, consent or waiver does not affect any of the items listed in paragraphs (A) to (D) above. If required, such confirmation will be provided prior to such modification, supplement, consent or waiver taking effect.

13.6 Additional Right of Modification

(a) Notwithstanding the provisions of Condition 13.5 (*Modification to the Transaction Documents*), the Note Trustee shall be obliged and shall direct the Security Trustee, without any consent or sanction of the Noteholders, the Certificateholders or any other Secured Creditor, subject to the written consent of the Liquidity Facility Provider (prior to the LF Cancellation Date) and the Secured Creditors which are a party to the relevant Transaction Documents (such consent to be conclusively demonstrated by such Secured Creditor entering into any deed or document purporting to modify such Transaction Document), to concur with the Issuer in making any modification (other than in respect of a Basic Terms Modification) to these Conditions, the Residual Certificates Conditions, the Trust Deed or any other Transaction Document to which it is a party or in relation to which it holds security or to enter into any new, supplemental or additional documents that the Issuer (in each case) considers necessary:

(i) for the purpose of complying with, or implementing or reflecting, any change in the criteria of one or more of the Rating Agencies which may be applicable from time to time, provided that:

(A) the Issuer certifies in writing to the Note Trustee and the Security Trustee that such modification is necessary to comply with such criteria or, as the case may be, is solely to implement and reflect such criteria; and

(B) in the case of any modification to a Transaction Document proposed by any of the Seller, the Servicer and the Swap Provider (for the purpose of this Condition 13.6 only, each a "**Relevant Party**"), in order (x) to remain eligible to perform its role in such capacity in conformity with such criteria, and/or (y) 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):

I. the Relevant Party certifies in writing to the Issuer, the Note Trustee and the Security Trustee that such modification is necessary for the purposes described in items (B)(x) and/or (B)(y) above;

II. either:

(aa) the Issuer, the Relevant Party or the Seller (on behalf of the Issuer) obtains from each of the Rating Agencies, a Rating Agency Confirmation that such modification would not result in a downgrade, withdrawal or suspension of the then current ratings assigned to any Class of the Notes by such Rating Agency and would not result in any Rating Agency placing any Class of Notes on rating watch negative (or equivalent) and delivers a copy of each such confirmation to the Issuer (in the case of the Relevant Party), the Note Trustee and the Security Trustee; or

(bb) the Issuer, the Relevant Party or the Seller (on behalf of the Issuer) certifies in writing to the Note Trustee and the Security Trustee that the Rating Agencies have been informed of the proposed modification and none of the Rating Agencies has indicated within 30 calendar days that such modification would result in (1) a downgrade, withdrawal or suspension of the then current ratings assigned to any Class of the Notes by such Rating Agency or (2) such Rating Agency placing any Class of Notes on rating watch negative (or equivalent) and, if requested by the Note Trustee or the Security Trustee, procures that an Issuer Certificate is provided to the Note

Trustee and the Security Trustee in accordance with Condition 18 (*Non-Responsive Rating Agency*); and

III. the Relevant Party pays all costs and expenses (including legal fees) incurred by the Issuer, the Note Trustee and the Security Trustee in connection with such modification;

(ii) for the purpose of complying with any changes in the requirements of, or enabling the Issuer to comply with an obligation in respect of, the UK Securitisation Framework and/or the EU Securitisation Regulation (including in respect of risk retention) after the Closing Date, including as a result of the adoption of regulatory or implementing technical standards in relation to the UK Securitisation Framework and/or the EU Securitisation Regulation or any other legislation or regulations or official guidance in relation thereto (including, without limitation, the appointment of a third party pursuant to the Servicing Agreement and/or the Cash Management Agreement to assist with the Issuer's reporting obligations pursuant to the UK Securitisation Framework and/or the EU Securitisation Regulation), provided that the Issuer certifies to the Note Trustee and the Security Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;

(iii) for the purpose of enabling the Notes to be (or to remain) listed on the London Stock Exchange, provided that the Issuer certifies to the Note Trustee and the Security Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;

(iv) for the purposes of enabling the Issuer or any of the other Transaction Parties to comply with FATCA, provided that the Issuer or the Relevant Party, as applicable, certifies to the Note Trustee and the Security Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;

(v) for the purpose of complying with, or implementing or reflecting, any changes in the manner in which the Notes are held which will allow the Bank of England's sterling monetary framework, that is, in a manner which would allow such Notes to be recognised as eligible collateral for the Bank of England's monetary policy and intra-day credit operations by the Bank of England either upon issue or at any or all times during the life of the Notes, provided that the Issuer certifies in writing to the Note Trustee and the Security Trustee that such modification is required solely for such purpose and has been drafted solely to such effect;

(vi) for the purpose of amending paragraphs (g) and/or (h) of the definition of Perfection Events so long as the Seller delivers a certificate to the Security Trustee certifying that the amendment of such event does not impact the designation as a 'simple, transparent and standardised' securitisation (within the meaning of the UK Securitisation Framework),

(vii) for the purpose of complying with any changes in the requirements of the UK CRA Regulation or the EU CRA Regulation after the Closing Date, provided that the Issuer certifies to the Note Trustee and the Security Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect,

(the certificate to be provided by the Issuer, the Seller, any of the Servicer and/or the Relevant Party (in each case on behalf of the Issuer), as the case may be, pursuant to paragraphs (i) to (vii) or (x) being a "**Modification Certificate**"); or

(viii) for the purpose of changing the reference rate or the base rate in respect of the Notes from SONIA to an alternative base rate (including where such base rate may remain linked to SONIA but may be calculated in a different manner) (any such rate, an "**Alternative Base Rate**") and make such other amendments as are necessary or advisable in the reasonable

judgment of the Issuer (or the Seller on its behalf) to facilitate such change (a "**Base Rate Modification**"), provided that the Issuer (or the Seller on behalf of the Issuer), certifies to the Agents, the Note Trustee and the Security Trustee in writing (such certificate, a "**Base Rate Modification Certificate**") that:

(A) such Base Rate Modification is being undertaken due to any one or more of the following:

I. a material disruption to SONIA, an adverse change in the methodology of calculating SONIA or SONIA ceasing to exist or be published;

II. the insolvency or cessation of business of the SONIA administrator (in circumstances where no successor SONIA administrator has been appointed);

III. a public statement by the SONIA administrator that it will cease publishing SONIA permanently or indefinitely (in circumstances where no successor SONIA administrator has been appointed that will continue publication of SONIA) and such cessation is reasonably expected by the Issuer to occur prior to the Final Maturity Date;

IV. a public statement by the supervisor of the SONIA administrator that SONIA has been or will be permanently or indefinitely discontinued or will be changed in an adverse manner and such discontinuation or change is reasonably expected by the Issuer to occur prior to the Final Maturity Date;

V. a public statement by the supervisor of the SONIA administrator that means SONIA may no longer be used or that its use is subject to restrictions or adverse consequences;

VI. an alternative manner of calculating a SONIA-based rate being introduced and becoming a standard means of calculating interest for similar transactions;

VII. a change in the generally accepted market practice in the publicly listed asset backed floating rate notes market to refer to a benchmark rate endorsed in a public statement by the Bank of England, the FCA or the PRA or any relevant committee or other body established, sponsored or approved by any of the foregoing, including the Working Group on Sterling Risk-Free Reference Rates, despite the continued existence of SONIA;

VIII. following the implementation of a Base Rate Modification, it becomes generally accepted market practice in the publicly listed asset backed floating rate notes market to use a benchmark rate of interest which is different from the Alternative Base Rate which had already been adopted by the Issuer in respect of the Notes pursuant to a Base Rate Modification; or

IX. the reasonable expectation of the Seller that any of the events specified in sub-paragraphs I to VIII above will occur or exist within six months of the proposed effective date of such Base Rate Modification; and

(B) such Alternative Base Rate is:

I. a base rate published, endorsed, approved or recognised by the Bank of England, any regulator in the United Kingdom or the European Union or any

stock exchange on which the Notes are listed (or any relevant committee or other body established, sponsored or approved by any of the foregoing);

II. a base rate utilised in a material number of publicly-listed new issues of Sterling-denominated asset backed floating rate notes prior to the effective date of such Base Rate Modification;

III. a base rate utilised in a publicly-listed new issue of Sterling-denominated asset backed floating rate notes where the originator of the relevant assets is an affiliate of any of the Seller; or

IV. such other base rate as the Seller reasonably determines;

(ix) for the purpose of changing the base rate that then applies in respect of the Swap Agreement to an alternative base rate as is necessary or advisable in the commercially reasonable judgment of the Issuer (or the Seller on its behalf) and the Swap Provider solely as a consequence of a Base Rate Modification and solely for the purpose of aligning the base rate of the Swap Agreement to the base rate of the Notes following such Base Rate Modification and making any associated amendment (a "**Swap Rate Modification**"), provided that the Issuer or the Seller (on behalf of the Issuer) certifies to the Agents, the Note Trustee and the Security Trustee in writing that such modification is required solely for such purpose and it has been drafted solely to such effect (such certificate being a "**Swap Rate Modification Certificate**");

(x) for the purposes of enabling the Issuer and/or the Swap Provider to comply with any requirements which may apply to it under European Regulation 648/2012 of 4 July 2012 ("**EU EMIR**"), known as the European Market Infrastructure Regulation, and /or EU EMIR as it forms part of domestic law by virtue of English law ("**UK EMIR**") as amended, irrespective of whether such modifications are materially prejudicial to the interests of the holders of any Class of Notes or any other Secured Creditor (any such modification, a "**EMIR Amendment**") and subject to receipt by the Note Trustee and the Security Trustee of a Modification Certificate of (A) the Issuer signed by two directors or the Seller on behalf of the Issuer or (B) the Swap Provider (as applicable) certifying to the Note Trustee and the Security Trustee that the amendments (which may be requested by the Issuer or the Swap Provider) are to be made solely for the purpose of enabling the Issuer (or the Swap Provider (as applicable)) to satisfy its requirements under UK EMIR as amended and/or EU EMIR as amended (as applicable),

provided that (in the case of each of paragraphs (a)(i) to (a)(x) above):

I. at least 30 calendar days' prior written notice of any such proposed modification has been given to the Note Trustee and the Security Trustee;

II. the Modification Certificate, Swap Rate Modification Certificate or Base Rate Modification Certificate in relation to such modification shall be provided to the Agents, the Note Trustee and the Security Trustee both at the time the Agents, the Note Trustee and the Security Trustee are notified of the proposed modification and on the date that such modification takes effect; and

III. the consent of each Secured Creditor which is party to the relevant Transaction Document has been obtained,

provided further that:

(x) other than in the case of a modification pursuant to paragraph (a)(i)(B), either:

(aa) the Issuer, the Relevant Party or the Seller (on behalf of the Issuer) obtains from each of the Rating Agencies a Rating Agency Confirmation that such modification would not result in (1) a downgrade, withdrawal or suspension of the then current ratings assigned to any Class of Notes by such Rating Agency or (2) such Rating Agency placing any Class of Notes on rating watch negative (or equivalent) and delivers each such confirmation to the Issuer (in the case of the Relevant Party), the Note Trustee and the Security Trustee; or

(bb) the Issuer, the Relevant Party or the Seller (on behalf of the Issuer) certifies in the Modification Certificate, Swap Rate Modification Certificate or the Base Rate Modification Certificate that it has informed the Rating Agencies of the proposed modification and none of the Rating Agencies has indicated within 30 calendar days that such modification would result in (1) a downgrade, withdrawal or suspension of the then current ratings assigned to any Class of Notes by such Rating Agency or (2) such Rating Agency placing any Notes on rating watch negative (or equivalent) and, if requested by the Note Trustee or the Security Trustee, procures that an Issuer Certificate is provided to the Note Trustee and the Security Trustee in accordance with Condition 18 (*Non-Responsive Rating Agency*); and

(y) the Issuer certifies in writing to the Note Trustee and the Security Trustee that (aa) the Issuer has provided at least 30 calendar days' notice to the Noteholders of each Class of the proposed modification in accordance with Condition 16 (*Notice to Noteholders*) and by publication on Bloomberg on the "Company News" screen relating to the Notes, and (bb) Noteholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the Most Senior Class of Notes then outstanding have not contacted the Issuer and the Note Trustee in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which any Notes may be held) within such notification period notifying the Issuer and the Note Trustee that such Noteholders do not consent to the modification,

and **provided further that**, the prior written consent of the Swap Provider is also required in respect of any amendment, modification, variation, supplement, waiver or consent in respect of any of the Transaction Documents where:

(A) such amendment, modification, variation, supplement, waiver or consent would adversely affect the Swap Provider's rights or obligations under, or interests in respect of:

I. the Priorities of Payments or the Swap Collateral Account Priority of Payments;

II. the timing or amount of any payments or deliveries due from (x) the Issuer to the Swap Provider or (y) the Swap Provider to the Issuer;

III. the Swap Provider's status as a Secured Creditor or the Swap Provider's rights in relation to 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 Secured Creditors); or

IV. any requirement to obtain the Swap Provider's prior consent (written or otherwise) in respect of any matter;

(B) such amendment, modification, variation, supplement, waiver or consent relates to Condition 8 (*Redemption*) or any additional redemption rights in respect of the Notes and such amendment, modification, variation, supplement, waiver or consent would prejudice the Swap Provider;

(C) such amendment, modification, variation, supplement, waiver or consent has the effect that immediately thereafter, the Swap Provider would be required to pay more or receive less if it transferred any Swap Transaction under the Swap Agreement to another person than it would have paid or received prior to such amendment or waiver (in respect of any such amendment, modification, variation, supplement, waiver or consent, the Swap Provider's consent not to be unreasonably withheld); or

(D) such amendment, modification, variation, supplement, waiver or consent is otherwise materially prejudicial to the Swap Provider or its rights, obligations or interests.

The Issuer shall notify the Swap Provider, the Note Trustee and the Security Trustee in writing of the proposed modification, supplement, consent or waiver in respect of any of the Transaction Documents as soon as reasonably practicable prior to such modification, supplement, consent or waiver taking effect and request that the Swap Provider determines if its consent is required. The Swap Provider (acting in good faith and in a commercially reasonable manner) shall as soon as reasonably practicable, (and in any event before such modification, supplement, consent or waiver is due to take effect) determine whether such modification, supplement, waiver or consent requires the Swap Provider's consent in accordance with paragraphs (A) to (D) above. The Swap Provider must then promptly notify the Issuer, the Note Trustee and the Security Trustee in writing of its determination, and if relevant whether or not it consents and the Note Trustee and Security Trustee shall be entitled to rely on such determination. If the Swap Provider has not provided such determination within 10 Business Days of its receipt of the consent request, the Issuer may provide written confirmation to the Note Trustee and the Security Trustee (upon which the Note Trustee and the Security Trustee shall be entitled to rely absolutely without liability or enquiry) that the Swap Provider's consent pursuant to this Condition 13.6(a) is not needed because the relevant modification, supplement, consent or waiver does not affect any of the items listed in paragraphs (A) to (D) above. If required, such confirmation will be provided prior to such modification, supplement, consent or waiver taking effect.

If Noteholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the Most Senior Class of Notes then outstanding 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 any Notes may be held) within the notification period referred to above that they do not consent to the modification, then such modification will not be made unless an Extraordinary Resolution of the holders of the Most Senior Class of Notes then outstanding is passed in favour of such modification in accordance with this Condition 13.

Objections made in writing other than, in respect of the Notes represented by Global Notes, through the applicable clearing system must be accompanied by evidence to the Issuer's and the Note Trustee's satisfaction (having regard to prevailing market practices) of the relevant Noteholder's holding of the Notes.

(b) Other than where specifically provided in this Condition 13.6 or any Transaction Document:

(i) when implementing any modification pursuant to this Condition 13.6 (save to the extent the Note Trustee considers that the proposed modification would constitute a Basic Terms Modification), neither the Note Trustee nor the Security Trustee shall consider the interests of the Noteholders, the Certificateholders, any other Secured Creditor (other than the Note Trustee and Security Trustee, as provided below) or any other person but may act and rely solely and without investigation or liability on any certificate or evidence provided to it by the Issuer or the Servicer (as the case may be), the Seller or the Relevant Party, as the case may be, pursuant to this Condition 13.6 and shall not be liable to the Noteholders or any other Secured Creditor for so acting or relying, irrespective of whether any such modification is or may be materially prejudicial to the interests of any such person; and

(ii) none of the Note Trustee nor the Security Trustee shall be obliged to agree to any modification which, in the opinion of the Note Trustee and/or the Security Trustee would have the effect of (A) exposing the Note Trustee and/or the Security Trustee to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (B) increasing the obligations or duties, or decreasing the rights or protections, of the Note Trustee and/or the Security Trustee in the Transaction Documents, the Residual Certificates Conditions and/or these Conditions.

(c) Any such modification shall be binding on all Noteholders and shall be notified by the Issuer as soon as reasonably practicable to:

(i) so long as any of the Notes rated by the Rating Agencies remains outstanding, each Rating Agency;

(ii) the Secured Creditors; and

(iii) the Noteholders in accordance with Condition 16 (*Notice to Noteholders*).

13.7 Authorisation or Waiver of Breach

The Note Trustee may, and may direct the Security Trustee to, without the consent or sanction of the Noteholders, the Certificateholders or the other Secured Creditors and without prejudice to its rights in respect of any further or other breach, from time to time and at any time, on such terms and conditions (if any) as shall seem expedient to it determine that an Event of Default shall not, or shall not subject to any specified conditions, be treated as such or authorise or waive any proposed or actual breach of any of the covenants or provisions contained in or arising pursuant to these Conditions, the Residual Certificates Conditions or any of the Transaction Documents by any party thereto but only if in the Note Trustee's sole opinion the interests of the Most Senior Class will not be materially prejudiced thereby, provided that the Note Trustee shall not exercise any powers conferred on it by this Condition 13.7 in contravention of any express direction given by Extraordinary Resolution of the holders of the Most Senior Class or by a direction under Condition 11 (*Events of Default*) but so that no such direction or request shall affect any waiver, authorisation or determination previously given or made.

13.8 Notification of modifications, waivers, authorisations or determinations

Any such modification, waiver, authorisation or determination by the Note Trustee and/or the Security Trustee, as applicable, in accordance with these Conditions, the Residual Certificates Conditions or the Transaction Documents shall be binding on the Noteholders and the Secured Creditors and shall be notified by the Issuer to the Noteholders in accordance with Condition 16 (*Notice to Noteholders*), the Rating Agencies (while any Notes remain outstanding) and the other Secured Creditors as soon as practicable thereafter.

13.9 Additional modifications; rating agency confirmations; and regard to Noteholder interests

(a) In connection with any such substitution of principal debtor referred to in Condition 8.4 (*Mandatory Redemption of the Notes for Taxation or Other Reasons*), the Note Trustee may also agree, without the consent of the Noteholders, Certificateholders or the other Secured Creditors, to a change of the laws governing the Notes, these Conditions 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 the Noteholders of any Class.

(b) In determining whether a proposed action will not be materially prejudicial to the Noteholders or any Class thereof or Certificateholders or any Class thereof (as applicable), the Note Trustee and the Security Trustee may, among other things, have regard to whether the Rating Agencies have provided a Rating Agency Confirmation to the Issuer or any other party to the Transaction Documents that any proposed action will not result in the withdrawal or reduction of, or entail any other adverse action with respect to, the then current ratings of the Notes. It is agreed and acknowledged by the Note Trustee and the Security Trustee that, notwithstanding the foregoing, a credit rating is an assessment of credit and does not address other matters that may be of relevance to the Noteholders. In being entitled to take into account that each of the Rating Agencies has confirmed that the then current ratings of the Notes would not be adversely affected, it is agreed and acknowledged by the Note Trustee and the Security Trustee this does not impose or extend any actual or contingent liability for each of the Rating Agencies to the Security Trustee, the Note Trustee, the Noteholders or any other person, or create any legal relations between each of the Rating Agencies and the Security Trustee, the Note Trustee, the Noteholders or any other person, whether by way of contract or otherwise.

(c) Where, in connection with the exercise or performance by each or either of them of any right, power, trust, authority, duty or discretion under or in relation to these Conditions or any of the Transaction Documents (including in relation to any modification, waiver, authorisation, determination, substitution or change of laws as referred to above), the Note Trustee or the Security Trustee is required to have regard to the interests of the Noteholders of any Class or Classes, it shall (i) have regard to the general interests of the Noteholders of such Class or Classes but shall not have regard to any interests arising from circumstances particular to individual Noteholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise or performance for individual Noteholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof, and the Note Trustee or, as the case may be, the Security Trustee shall not be entitled to require, nor shall any Noteholder be entitled to claim, from the Issuer, the Note Trustee or the Security Trustee or any other person any indemnification or payment in respect of any tax consequences of any such exercise upon individual Noteholders and (ii) subject to the more detailed provisions of the Trust Deed and the Deed of Charge, as applicable, have regard to the interests of holders of each Class of Notes (except where expressly provided otherwise) but requiring the Note Trustee and the Security Trustee where there is a conflict of interests between one or more Classes of Notes and/or Residual Certificates in any such case to have regard (except as expressly provided otherwise) to the interests of the holders of the Class or Classes of Notes ranking in priority to the other relevant Classes of Notes.

(d) Other than in respect of any matter requiring an Extraordinary Resolution, Noteholders are required to vote by way of an Ordinary Resolution.

(e) "**Ordinary Resolution**" means, in respect of the holders of any Class of Notes;

(i) a resolution passed at a meeting duly convened and held in accordance with the Trust Deed and these Conditions by a clear majority of the Eligible Persons voting thereat on a show of hands or, if a poll is duly demanded, by a clear majority of the votes cast on such poll;

(ii) a resolution in writing signed by or on behalf of the Noteholders of not less than a clear majority in aggregate Principal Amount Outstanding of the relevant Class of Notes, 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 Noteholders of the relevant Class; or

(iii) consent given by way of electronic consents through the relevant Clearing System(s) (in a form satisfactory to the Note Trustee) by or on behalf of the Noteholders of not less than a clear majority in aggregate Principal Amount Outstanding of the relevant Class of Notes.

(f) "**Extraordinary Resolution**" means, in respect of the holders of any Class of Notes:

(i) a resolution passed at a meeting of Noteholders duly convened and held in accordance with the Trust Deed and these Conditions by a majority consisting of not less than three-quarters of the Eligible Persons voting at such meeting upon a show of hands or, if a poll is duly demanded, by a majority consisting of not less than three quarters of the votes cast on such poll;

(ii) a resolution in writing signed by or on behalf of the Noteholders of not less than three quarters in aggregate Principal Amount Outstanding of the relevant Class of Notes 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 Noteholders of the relevant Class; or

(iii) consent given by way of electronic consents through the relevant Clearing System(s) (in a form satisfactory to the Note Trustee) by or on behalf of the Noteholders of not less than three quarters in aggregate Principal Amount Outstanding of the relevant Class of Notes.

(g) "**Eligible Person**" means, in respect of the Notes, any one of the following persons who shall be entitled to attend and vote at a meeting:

(i) a bearer of any Voting Certificate; and

(ii) a proxy specified in any Block Voting Instruction.

(h) "**Voting Certificate**" means an English language certificate issued by a Paying Agent in which it is stated:

(i) that on the date thereof the Notes and/or Residual Certificates (not being the Notes and/or Residual Certificates (as applicable) in respect of which a Block Voting Instruction has been issued and is outstanding in respect of the meeting specified in such Voting Certificate) are blocked in an account with a clearing system and that no such Notes and/or Residual Certificates will cease to be so blocked until the first to occur of:

(A) the conclusion of the meeting specified in such Voting Certificate; and

(B) the surrender of the Voting Certificate to the Paying Agent who issued the same; and

(ii) that the bearer thereof is entitled to attend and vote at such meeting in respect of the Notes and/or Residual Certificates represented by such Voting Certificate.

(i) "**Block Voting Instruction**" means an English language document issued by a Paying Agent in which:

(i) it is certified that on the date thereof the Notes and/or Residual Certificates (not being Notes and/or Residual Certificates (as applicable) in respect of which a Voting Certificate has been issued and is outstanding in respect of the meeting specified in such Block Voting Instruction)

are blocked in an account with a clearing system and that no such Notes and/or such Residual Certificates will cease to be so blocked until the first to occur of:

(A) the conclusion of the meeting specified in such Block Voting Instruction; and

(B) the Notes and/or the Residual Certificates ceasing with the agreement of the Paying Agent to be so blocked and the giving of notice by the Paying Agent to the Issuer of the necessary amendment to the Block Voting Instruction;

(ii) it is certified that each holder of such Notes and/or the Residual Certificates has instructed such Paying Agent that the vote(s) attributable to the Notes and/or the Residual Certificates so blocked should be cast in a particular way in relation to the resolution(s) to be put to such meeting and that all such instructions are, during the period commencing 48 hours prior to the time for which such meeting is convened and ending at the conclusion or adjournment thereof, neither revocable nor capable of amendment;

(iii) the aggregate principal amount or aggregate total amount of the Notes and/or the Residual Certificates so blocked is listed distinguishing with regard to each such resolution between those in respect of which instructions have been given that the votes attributable thereto should be cast in favour of the resolution and those in respect of which instructions have been so given that the votes attributable thereto should be cast against the resolution; and

(iv) one or more persons named in such Block Voting Instruction (each hereinafter called a "**proxy**") is or are authorised and instructed by such Paying Agent to cast the votes attributable to the Notes and/or the Residual Certificates so listed in accordance with the instructions referred to in paragraph (iii) above as set out in such Block Voting Instruction, provided that no such person shall be named as a proxy:

(A) whose appointment has been revoked and in relation to whom the relevant Paying Agent has been notified in writing of such revocation by the time which is 48 hours before the time fixed for such meeting; and

(B) who was originally appointed to vote at a meeting which has been adjourned for want of a quorum and who has not been re-appointed to vote at the meeting when it is resumed.

(j) Details of any Extraordinary Resolution and any Ordinary Resolution passed in accordance with the provisions of the Trust Deed shall be notified to each of the Rating Agencies by the Issuer.

13.10 Issuer Substitution Condition

The Note Trustee may agree, subject to such amendment of these Conditions, the Residual Certificates Conditions and of any of the Transaction Documents, and to such other conditions as the Note Trustee may require and subject to the terms of the Trust Deed, but without the consent of the Noteholders, to the substitution of another body corporate in place of the Issuer as principal debtor under the Trust Deed, the Notes and the Residual Certificates and in respect of the other Secured Obligations, provided that the conditions set out in the Trust Deed are satisfied including, *inter alia*, that the Notes are unconditionally and irrevocably guaranteed by the Issuer (unless all of the assets of the Issuer are transferred to such body corporate) and that such body corporate is a single purpose vehicle and undertakes itself to be bound by provisions corresponding to those set out in Condition 5 (*Covenants*) (the "**Issuer Substitution Condition**"). In the case of a substitution pursuant to this Condition 13.10, the Note Trustee may in its absolute discretion agree, without the consent of the Noteholders, to a change in law governing the Notes and/or any of the Transaction Documents unless such change would, in the opinion of the Note Trustee, be materially prejudicial to the interests of the Noteholders of any Class.

14. INDEMNIFICATION AND EXONERATION OF THE NOTE TRUSTEE AND THE SECURITY TRUSTEE

The Trust Deed and the Deed of Charge contain provisions governing the responsibility (and relief from responsibility) of the Note Trustee and the Security Trustee respectively and providing for their indemnification in certain circumstances, including provisions relieving them from taking any steps, actions or proceedings including, in the case of the Security Trustee, enforcing the Security, unless indemnified and/or prefunded and/or secured to their satisfaction.

The Trust Deed and the Deed of Charge also contain provisions pursuant to which the Note Trustee and the Security Trustee are entitled, *inter alia*, (a) to enter into business transactions with the Issuer and/or any other party to any of the Transaction Documents and to act as trustee for the holders of any other securities issued or guaranteed by, or relating to, the Issuer and/or any other party to any of the Transaction Documents, (b) to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interests of, or consequences for, individual Noteholders and (c) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

15. REPLACEMENT OF NOTES

If any Note is mutilated, defaced, lost, stolen or destroyed, it may be replaced at the specified office of the Registrar subject to all applicable laws and stock exchange requirements. Replacement of any mutilated, defaced, lost, stolen or destroyed Note will only be made on payment of such costs as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. A mutilated or defaced Note must be surrendered before a new one will be issued.

16. NOTICE TO NOTEHOLDERS

16.1 Publication of Notice

(a) Subject to paragraph (d) below, any notice to Noteholders shall be validly given 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 English newspaper or newspapers as the Note Trustee shall approve in advance having a general circulation in the United Kingdom, provided that if, at any time, (i) the Issuer procures that the information concerned in such notice shall appear on a page of the Reuters screen, the Bloomberg screen or any other medium for electronic display of data as may be previously approved in writing by the Note Trustee and notified to Noteholders (in each case a "**Relevant Screen**"), or (ii) paragraph (c) below applies and the Issuer has so elected, publication in the newspaper set out above or such other newspaper or newspapers shall not be required with respect to such notice. Any 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 shall have been made in the newspaper or newspapers in which (or on the Relevant Screen) publication is required.

(b) In respect of Notes in definitive form, notices to Noteholders will be sent to them by first class post (or its equivalent) or (if posted to an address outside the United Kingdom) by airmail at the respective addresses on the Register. Any such notice will be deemed to have been given on the fourth day after the date of posting.

(c) While the Notes are represented by Global Note, notices to holders of the Notes will be valid if published as described above or, at the option of the Issuer, if submitted to Euroclear and/or Clearstream, Luxembourg for communication by them to Noteholders. Any notice delivered to Euroclear and/or Clearstream, Luxembourg, as aforesaid shall be deemed to have been given on the day of such delivery.

(d) So long as the relevant Notes are admitted to trading on the main market of the London Stock Exchange and listed on the Official List of the London Stock Exchange, all notices to the Noteholders will be valid if published in a manner which complies with the rules and regulations of the London Stock Exchange (which includes delivering a copy of such notice to London Stock Exchange) and any such notice will be deemed to have been given on the date sent to London Stock Exchange.

(e) The Note Trustee shall be at liberty to sanction any method of giving notice to the holders of Notes which are not represented by Global Notes if, in its opinion, such method is reasonable having regard to market practice then prevailing and provided that advance notice of such other method is given to the holders of such Notes in such manner as the Note Trustee shall deem appropriate.

16.2 Note Trustee's Discretion to Select Alternative Method

The Note Trustee shall be at liberty to sanction some other method of giving notice to the Noteholders or 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 exchanges, competent listing authorities and/or quotation systems on or by which the Notes are then listed, quoted and/or traded and provided that advance notice of such other method is given to the Noteholders in such manner as the Note Trustee shall require.

17. SUBORDINATION BY DEFERRAL

17.1 Interest

If, on any Interest Payment Date, the Issuer has insufficient funds to make payment in full of all amounts of interest (which shall, for the purposes of this Condition 17, include any interest previously deferred under this Condition 17.1 and accrued interest thereon) payable in respect of the Notes other than the Most Senior Class of Notes after having paid or provided for items of higher priority in the Pre-Enforcement Revenue Priority of Payments, then the Issuer shall be entitled to defer to the next Interest Payment Date the payment of interest (such interest, the "**Deferred Interest**") in respect of the Notes other than the Most Senior Class of Notes to the extent only of any insufficiency of funds.

17.2 General

Any amounts of Deferred Interest in respect of a Class of Notes shall accrue interest ("**Additional Interest**") at the same rate and on the same basis as scheduled interest in respect of the corresponding Class of Notes, but shall not be capitalised. Such Deferred Interest and Additional Interest shall, in any event, become payable on the next Interest Payment Date (unless and to the extent that Condition 17.1 (*Interest*) applies) or on such earlier date as the relevant Class of Notes becomes due and payable in full in accordance with these Conditions.

17.3 Notification

As soon as practicable after becoming aware that any part of a payment of interest on a Class of Notes will be deferred or that a payment previously deferred will be made in accordance with this Condition 17, the Issuer will give notice thereof to the relevant Class of Noteholders, as appropriate, in accordance with Condition 16 (*Notice to Noteholders*). Any deferral of interest in accordance with this Condition 17 will not constitute an Event of Default. The provisions of this Condition 17 shall cease to apply on the Final Maturity Date, or any earlier date on which the Notes are redeemed in full or, are required to be redeemed in full, at which time all deferred interest and accrued interest thereon shall become due and payable.

18. NON-RESPONSIVE RATING AGENCY

18.1 In respect of the exercise of any power, duty, trust, authority or discretion as contemplated hereunder or in relation to the Notes and any of the Transaction Documents, the Note Trustee and the Security Trustee shall be entitled but not obliged to take into account any written confirmation or affirmation (in any form acceptable to the Note Trustee and the Security Trustee) from the relevant Rating Agencies that the then current ratings of the Notes will not be reduced, qualified, adversely affected or withdrawn thereby (a "**Rating Agency Confirmation**").

18.2 If a Rating Agency Confirmation or other response by a Rating Agency is a condition to any action or step under any Transaction Document and a written request for such Rating Agency Confirmation or response is delivered to each Rating Agency by or on behalf of the Issuer (copied to the Note Trustee and the Security Trustee, as applicable) and:

(a) (i) one Rating Agency (such Rating Agency, a "**Non-Responsive Rating Agency**") indicates that it does not consider such Rating Agency Confirmation or response necessary in the circumstances or that it does not, as a matter of practice or policy, provide such Rating Agency Confirmation or response or (ii) within 30 calendar days of delivery of such request, no Rating Agency Confirmation or response is received and/or such request elicits no statement by such Rating Agency that such Rating Agency Confirmation or response could not be given; and

(b) one Rating Agency gives such Rating Agency Confirmation or response based on the same facts,

then such condition to receive a Rating Agency Confirmation or response from each Rating Agency shall be modified so that there shall be no requirement for the Rating Agency Confirmation or response from the Non-Responsive Rating Agency if the Issuer provides to the Note Trustee and the Security Trustee a certificate signed by two directors certifying and confirming that each of the events in paragraphs (a)(i) or (ii) and (b) above has occurred. If no such Rating Agency Confirmation is forthcoming and two directors of the Issuer have certified the same in writing to the Note Trustee and the Security Trustee (an "**Issuer Certificate**"), the Note Trustee and Security Trustee shall be entitled (but not obliged) to assume that such proposed action:

(i) (while any of the Notes remain outstanding) has been notified to the Rating Agencies;

(ii) would not adversely impact on the Issuer's ability to make payment when due in respect of the Notes;

(iii) would not affect the legality, validity and enforceability of any of the Transaction Documents or any Security; and

(iv) (while any of the Notes remain outstanding) the then current rating of the Notes would not be reduced, qualified, adversely affected or withdrawn,

upon which confirmation from the Rating Agencies and/or Issuer Certificate, the Note Trustee and the Security Trustee shall be entitled to rely absolutely without enquiry or liability to any person for so doing. In being entitled to take into account any such confirmation from the Rating Agencies, it is agreed and acknowledged by the Note Trustee and the Security Trustee that this does not impose or extend any actual or contingent liability for each of the Rating Agencies to the Security Trustee, the Note Trustee, the Noteholders or any other person or create any legal relations between each of the Rating Agencies and the Security Trustee, the Note Trustee, the Noteholders or any other person whether by way of contract or otherwise.

19. JURISDICTION AND GOVERNING LAW

19.1 The Courts of England (the "**Courts**") are to have exclusive jurisdiction to settle any disputes that may arise out of or in connection with the Notes, the Residual Certificates and the Transaction Documents (including a dispute relating to non-contractual obligations or a dispute regarding the existence, validity or termination of any of the Notes, the Residual Certificates or the Transaction Documents or the consequences of their nullity) and accordingly any legal action or proceedings arising out of or in connection with the Notes and/or the Residual Certificates and/or the Transaction Documents may be brought in such Courts.

19.2 The Transaction Documents, the Notes, the Residual Certificates and these Conditions (and any non-contractual obligations arising out of or in connection with them) are governed by, and shall be construed in accordance with, English law.

20. RIGHTS OF THIRD PARTIES

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Notes or these Conditions, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

TERMS AND CONDITIONS OF THE RESIDUAL CERTIFICATES

The following are the terms and conditions of the Residual Certificates in the form (subject to amendment) in which they will be set out in the Trust Deed (as defined below).

1. GENERAL

The 1000 RC1 Residual Certificates (the "**RC1 Residual Certificates**") and the 1000 RC2 Residual Certificates (the "**RC2 Residual Certificates**" and together with the RC1 Residual Certificates, the "**Residual Certificates**") of Atlas Funding 2026-2 PLC (the "**Issuer**") are constituted by a trust deed (the "**Trust Deed**") dated on or about 19 October 2026 (the "**Closing Date**") and made between, among others, the Issuer and Citicorp Trustee Company Limited as trustee for the registered holders for the time being of the Residual Certificates (the "**Residual Certificateholders**") (in such capacity, the "**Note Trustee**"). Any reference in these residual certificates terms and conditions (the "**Residual Certificates Conditions**") to a "**Class**" of Notes or of Noteholders or (as applicable) of Residual Certificates or of Certificateholders shall be a reference to the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class X1 Notes, the Class X2 Notes, the RC1 Residual Certificates or the RC2 Residual Certificates, as the case may be, or to the respective holders thereof, and "**Classes**" means more than one of them. The security for the Residual Certificates is constituted by and pursuant to a deed of charge and assignment (the "**Deed of Charge**") dated on or about the Closing Date and made between, among others, the Issuer and Citicorp Trustee Company Limited as trustee for the Secured Creditors (in such capacity, the "**Security Trustee**").

Pursuant to an agency agreement (the "**Agency Agreement**") dated on or prior to the Closing Date and made between the Issuer, the Security Trustee, the Note Trustee, Citibank, N.A., London Branch as principal paying agent (in such capacity, the "**Principal Paying Agent**" and, together with any further or other paying agent appointed under the Agency Agreement, the "**Paying Agent**"), Citibank, N.A., London Branch as registrar (in such capacity, the "**Registrar**") and Citibank, N.A., London Branch as agent bank (in such capacity, the "**Agent Bank**"), provision is made for, *inter alia*, the payment of amounts in respect of the Residual Certificates.

The statements in these Residual Certificates Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed, the Deed of Charge, the Agency Agreement and a master definitions and construction schedule (the "**Master Definitions and Construction Schedule**") entered into by, among others, the Issuer, the Note Trustee and the Security Trustee on or about the Closing Date and the other Transaction Documents (as defined therein).

Electronic copies of the Trust Deed, the Deed of Charge, the Agency Agreement, the Master Definitions and Construction Schedule and the other Transaction Documents are available for inspection upon request during normal business hours from the Paying Agents. The Certificateholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Transaction Documents applicable to them.

2. INTERPRETATION

2.1 Definitions

Capitalised terms not otherwise defined in these Residual Certificates Conditions shall bear the meanings given to them in the Master Definitions and Construction Schedule available as described above.

2.2 Interpretation

These Residual Certificates Conditions shall be construed in accordance with the principles of construction set out in the Master Definitions and Construction Schedule.

3. FORM AND TITLE

3.1 Form and Denomination

The RC1 Residual Certificates and the RC2 Residual Certificates will initially be represented by a global residual certificate in registered form (a "**Global Residual Certificate**").

For so long as any of the Residual Certificates are represented by a Global Residual Certificate, transfers and exchanges of beneficial interests in such Global Residual Certificate and entitlement to payments thereunder will be effected subject to and in accordance with the rules and procedures from time to time of Euroclear Bank SA/NV ("**Euroclear**") or Clearstream Banking, S.A. ("**Clearstream, Luxembourg**"), as appropriate. The Global Residual Certificate will be deposited with and registered in the name of a common safekeeper (or a nominee thereof) for Euroclear and Clearstream, Luxembourg.

A Global Residual Certificate will be exchanged for the relevant Residual Certificate in definitive registered form (such exchanged Global Residual Certificate in definitive registered form, the "**Definitive Residual Certificates**") only if either of the following applies:

(a) both Euroclear and Clearstream, Luxembourg:

(i) are closed for business for a continuous period of 14 calendar days (other than by reason of holiday, statutory or otherwise); or

(ii) announce an intention permanently to cease business or to cease to make book-entry systems available for settlement of beneficial interests in such Global Residual Certificate and do in fact do either of those things,

and, in either case, no alternative clearing system satisfactory to the Note Trustee is available; or

(b) as a result of any amendment to, or change in, the laws or regulations of the United Kingdom (or of any political subdivision thereof) or of any authority therein or thereof having power to tax, or in the interpretation or administration by a revenue authority or a court or in the application of such laws or regulations, which becomes effective on or after the Closing Date, the Issuer or any Paying Agent is or will be required to make any deduction or withholding for, or on account of, tax from any payment in respect of the Residual Certificates which would not be required were the relevant Residual Certificates in definitive registered form.

If Definitive Residual Certificates are issued in respect of Residual Certificates originally represented by a Global Residual Certificate, the beneficial interests represented by such Global Residual Certificate shall be exchanged by the Issuer for the relevant Residual Certificates in registered definitive form.

Definitive Residual Certificates will be serially numbered and will be issued in registered form only.

References to "**Residual Certificates**" in these Residual Certificates Conditions shall include the Global Residual Certificate and the Definitive Residual Certificates.

3.2 Title

Title to the Global Residual Certificate shall pass by and upon registration in the register (the "**Register**") which the Issuer shall procure to be kept by the Registrar. The registered holder of a Global Residual Certificate may (to the fullest extent permitted by applicable laws) be deemed and treated at all times, by all persons and for all purposes (including the making of any payments), as the

absolute owner of such Global Residual Certificate regardless of any notice of ownership, theft or loss or any trust or other interest therein or of any writing thereon (other than the endorsed form of transfer).

Title to Definitive Residual Certificates shall only pass by and upon registration of the transfer in the Register.

Definitive Residual Certificates may be transferred upon the surrender of the relevant Definitive Residual Certificate, with the form of transfer endorsed on it duly completed and executed, at the specified office of the Registrar. All transfers of Definitive Residual Certificates are subject to any restrictions on transfer set out on the Definitive Residual Certificates and the detailed regulations concerning transfers in the Agency Agreement.

Each new Definitive Residual Certificate to be issued upon transfer of such Definitive Residual Certificate will, within five Business Days of receipt and surrender of such Definitive Residual Certificate (duly completed and executed) for transfer, be available for delivery at the specified office of the Registrar or be mailed at the risk of the transferee entitled to such Definitive Residual Certificate to such address as may be specified in the relevant form of transfer.

Registration of a Definitive Residual Certificate on transfer will be effected without charge by the Registrar, but subject to payment of (or the giving of such indemnity as the Registrar may require for) any tax, stamp duty or other government charges which may be imposed in relation to it.

4. STATUS AND SECURITY

4.1 Status of the Residual Certificates

The Residual Certificates constitute direct, secured and (subject to the limited recourse provision in Residual Certificates Condition 11.3 (*Limited Recourse*)) unconditional obligations of the Issuer, and represent part of the Issuer's obligation to pay deferred consideration for its purchase of the Portfolio, consisting of the RC1 Payments and the RC2 Payments. The RC1 Residual Certificates rank *pro rata* and *pari passu* without preference or priority among themselves in relation to RC1 Payments and the RC2 Residual Certificates rank *pro rata* and *pari passu* without preference or priority among themselves in relation to RC2 Payments. RC1 Payments and RC2 Payments will be made subject to and in accordance with the Pre-Enforcement Revenue Priority of Payments, Pre-Enforcement Principal Priority of Payments and Post-Enforcement Priority of Payments.

The Trust Deed and the Deed of Charge contain provisions requiring the Note Trustee and the Security Trustee, respectively, to have regard to the interests of the holders of each Class of Residual Certificates as regards all rights, powers, trusts, authorities, duties and discretions of the Note Trustee and the Security Trustee (except where expressly provided otherwise) but requiring the Note Trustee and the Security Trustee where there is a conflict of interest between one or more classes of Notes and/or Residual Certificates in any such case to have regard (except as expressly provided otherwise) to the interests of the Noteholders for so long as there are any Notes outstanding and, if there are no Notes outstanding, to have regard (except as expressly provided otherwise), prior to (but excluding) the Optional Redemption Date, to the holders of the RC1 Residual Certificates and, thereafter, to the holders of the RC2 Residual Certificates.

4.2 Security

The security constituted by, or pursuant to, the Deed of Charge is granted to the Security Trustee for it to hold on trust for the Residual Certificateholders and the other Secured Creditors, upon and subject to the terms and conditions of the Deed of Charge.

The Residual Certificateholders and the other Secured Creditors will share in the benefit of the security constituted by, or pursuant to, the Deed of Charge, upon and subject to the terms and conditions of the Deed of Charge.

5. COVENANTS

Save with the prior written consent of the Note Trustee or unless otherwise permitted under any of these Residual Certificates Conditions or any of the Transaction Documents, the Issuer shall not, so long as any Residual Certificate remains outstanding:

(a) **Negative pledge**: create or permit to subsist any encumbrance (unless arising by operation of law) or other security interest whatsoever over any of its assets or undertakings;

(b) **Restrictions on activities**: (i) engage in any activity whatsoever which is not incidental to or necessary in connection with any of the activities in which the Transaction Documents provide or envisage that the Issuer will engage, or (ii) have any subsidiaries, any subsidiary undertaking (as defined in the Companies Act 1985 and the Companies Act 2006 (as applicable)) or any employees (but shall procure that, at all times, it shall retain at least one independent director) or premises;

(c) **Disposal of assets**: assign, transfer, sell, lend, lease, part with or otherwise dispose of, or deal with, or grant any option or present or future right to acquire all or any of its assets or undertakings or any interest, estate, right, title or benefit therein or attempt or purport to do any of the foregoing;

(d) **Equitable and Beneficial Interest**: permit any person, other than itself and the Security Trustee, to have any equitable or beneficial interest in any of its assets or undertakings or any interest, estate, right, title or benefit therein;

(e) **Dividends or distributions**: pay any dividend or make any other distribution to its shareholders except out of amounts of profit retained by the Issuer in accordance with the applicable Priority of Payments which are available for distribution in accordance with the Issuer's memorandum and articles of association and with applicable laws or issue any further shares;

(f) **Indebtedness**: incur any financial indebtedness in respect of borrowed money whatsoever or give any guarantee or indemnity in respect of any indebtedness or of any other obligation of any person;

(g) **Merger**: consolidate or merge with any other person or convey or transfer substantially all of its properties or assets to any other person;

(h) **No modification or waiver**: permit any of the Transaction Documents to which it is a party to become invalid or ineffective or permit the priority of the security interests created or evidenced thereby or pursuant thereto to be varied, modified, terminated, postponed, waived or agree to any modification of, or grant any consent, approval, authorisation or waiver pursuant to, or in connection with, any of the Transaction Documents to which it is a party or permit any party to any of the Transaction Documents to which it is a party to be released from its obligations or exercise any right to terminate any of the Transaction Documents to which it is a party;

(i) **Bank accounts**: have an interest in any bank account other than the Issuer Accounts and the Issuer's interest in the Collection Account Trust and Expenses Account Trust, unless such account or interest therein is charged to the Security Trustee on terms acceptable to the Security Trustee;

(j) **Purchase Residual Certificates**: purchase or otherwise acquire any Residual Certificates; or

(k) **U.S. activities**: engage in any activities in the United States (directly or through agents), or derive any income from United States sources as determined under United States income tax principles, or hold any property if doing so would cause it to be engaged in a trade or business within the United States as determined under United States income tax principles.

6. RESIDUAL PAYMENTS

6.1 Right to RC1 Payments and RC2 Payments

Each RC1 Residual Certificate represents a *pro rata* entitlement to receive RC1 Payments and each RC2 Residual Certificate represents a *pro rata* entitlement to receive RC2 Payments, by way of deferred consideration for the purchase by the Issuer of the Portfolio.

6.2 Payment

An RC1 Payment and a RC2 Payment may be payable in respect of the Residual Certificates on each Interest Payment Date, other than an Interest Payment Date falling within a Determination Period and each date on which amounts are to be applied in accordance with the Post-Enforcement Priority of Payments.

(a) "**Determination Period**" has the meaning set out in Condition 6.8 (*Determinations and Reconciliation*).

(b) "**Interest Payment Date**" means each date determined as an Interest Payment Date in accordance with the Conditions of the Notes.

(c) "**RC1 Payment**" means:

(i) prior to (but excluding) the Optional Redemption Date, an amount equal to the Residual Payment; and

(ii) thereafter, zero.

(d) "**RC1 Payment Amount**" means for an RC1 Residual Certificate on any date on which amounts are to be applied in accordance with the applicable Priority of Payments, the RC1 Payment for that date, divided by the number of RC1 Residual Certificates then in issue.

(e) "**RC2 Payment**" means:

(i) on and following the Optional Redemption Date, an amount equal to the Residual Payment; and

(ii) at all other times, zero.

(f) "**RC2 Payment Amount**" means for a RC2 Residual Certificate on any date on which amounts are to be applied in accordance with the applicable Priority of Payments, the RC2 Payment for that date, divided by the number of RC2 Residual Certificates then in issue.

(g) "**Residual Payment**" means payment, by way of deferred consideration for the Issuer's purchase of the Portfolio, of an amount equal to:

(i) prior to the delivery of an Enforcement Notice, in respect of each Interest Payment Date, the sum of the amount (if any) by which Available Revenue Receipts exceeds

the amounts required to satisfy items (a) to (z) of the Pre-Enforcement Revenue Priority of Payments on that Interest Payment Date; and

(ii) following the delivery of an Enforcement Notice, in respect of each date on which amounts are to be applied in accordance with the Post-Enforcement Priority of Payments, the amount by which amounts available for payment in accordance with the Post-Enforcement Priority of Payments exceeds the amounts required to satisfy items (a) to (n) of the Post-Enforcement Priority of Payments on that date.

(h) "**Residual Payment Amount**" means, in respect of the RC1 Residual Certificates, the RC1 Payment Amount and/or in respect of the RC2 Residual Certificates, the RC2 Payment Amount.

6.3 Determination of RC1 Payment and RC2 Payment

The Cash Manager shall on each Calculation Date determine the RC1 Payment and the RC2 Payment payable on the immediately following Interest Payment Date and the Residual Payment Amount payable in respect of each Residual Certificate on such Interest Payment Date.

6.4 Publication of RC1 Payment, RC2 Payment and Residual Payment Amount

The Cash Manager shall cause the RC1 Payment, RC2 Payment and Residual Payment Amount (if any) for each Interest Payment Date to be notified to the Issuer, the Cash Manager, the Note Trustee, the Registrar and the Paying Agents (as applicable) and to be published in accordance with Residual Certificates Condition 15 (*Notice to Residual Certificateholders*) as soon as reasonably practicable after their determination and in no event later than two Business Days prior to the immediately succeeding Interest Payment Date.

6.5 Notifications to be Final

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Residual Certificates Condition 6.5, by the Cash Manager, will (in the absence of manifest error) be binding on the Issuer, the Cash Manager, the Note Trustee, the Registrar, the Paying Agents and all Certificateholders and (in the absence of wilful default, gross negligence or fraud) no liability to the Issuer or the Certificateholders shall attach to the Cash Manager in connection with the exercise or non-exercise by any of them of their powers, duties and discretions under this Residual Certificates Condition 6.5.

6.6 Termination of Payments

Following the redemption in full of the Notes, the realisation of the Charged Assets and payment of the proceeds of realisation in accordance with the applicable Priority of Payments, no more RC1 Payments or RC2 Payments will be made by the Issuer and the Residual Certificates shall be redeemed and cancelled.

7. PAYMENTS

7.1 Payment of Residual Payment Amounts

Subject to the second paragraph of Residual Certificates Condition 3.1 (*Form and Denomination*), payments of Residual Payment Amounts shall be made:

(a) (other than in the case of final cancellation) upon application by the relevant Residual Certificateholder to the specified office of the Principal Paying Agent not later than the 15th

day before the due date for any such payment, by transfer to a Sterling account maintained by the payee with a bank in London; and

(b) (in the case of final cancellation) by transfer to a Sterling account maintained by the payee with a bank in London upon surrender (or, in the case of part-payment only, endorsement) of the relevant Global Residual Certificate or Definitive Residual Certificate (as the case may be) at the specified office of any Paying Agent.

7.2 Laws and Regulations

Payments of any Residual Payment Amounts are subject, in all cases, to (a) any fiscal or other laws and regulations applicable thereto and (b) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**") or otherwise imposed pursuant to Sections 1471 to 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof or any law implementing an intergovernmental approach thereto ("**FATCA**"). Certificateholders will not be charged commissions or expenses on payments.

7.3 Change of Paying Agents

The Issuer reserves the right, subject to the prior written approval of the Note Trustee, at any time to vary or terminate the appointment of the Principal Paying Agent or the Registrar and to appoint additional or other agents, provided that there will at all times be a person appointed to perform the obligations of the Principal Paying Agent with a specified office in London and the Registrar with a specified office in Ireland or in London.

Except where otherwise provided in the Trust Deed or the Agency Agreement, the Issuer will cause notice of no more than 30 calendar days and no less than 15 calendar days of any change in or addition to the Paying Agents or the Registrar or their specified offices to be given to the Residual Certificateholders in accordance with Residual Certificates Condition 15 (*Notice to Residual Certificateholders*) and will notify the Rating Agencies of such change or addition.

7.4 No Payment on non-Business Day

If the date for payment of any amount in respect of a Residual Certificate is not a Presentation Date, the Residual Certificateholders shall not be entitled to payment until the next following Presentation Date and shall not be entitled to interest or other payment in respect of such delay. In this Residual Certificates Condition 7.4, the expression "**Presentation Date**" means a day which is (a) a Business Day and (b) a day on which banks are generally open for business in the relevant place.

8. TAXATION

All payments of Residual Payment Amounts by or on behalf of the Issuer shall be made without withholding or deduction for, or on account of, all present and future taxes, levies, imposts, duties, fees, deductions, withholding or charges of any nature whatsoever and wheresoever imposed, including income tax, corporation tax, value added tax or other tax in respect of added value and any franchise, transfer, sales, gross receipts, use, business, occupation, excise, personal property, real property or other tax imposed by any national, local or supranational taxing or fiscal authority or agency together with any penalties, fines or interest thereon ("**Taxes**"), unless the withholding or deduction of the Taxes is required by applicable law. In that event, the Issuer or, as the case may be, the Paying Agent shall make such payment after the withholding or deduction has been made and shall account to the relevant authorities for the amount required to be withheld or deducted. Neither the Issuer nor any Paying Agent nor any other person shall be obliged to make any additional payments to Certificateholders in respect of such withholding or deduction.

9. PRESCRIPTION

Claims in respect of Residual Payment Amounts will be prescribed after ten years from the Relevant Date in respect of the relevant payment.

In this Residual Certificates Condition 9, the "**Relevant Date**", in respect of a payment, is the date on which such payment first becomes due or (if the full amount of the monies payable on that date has not been duly received by the Principal Paying Agent or the Note Trustee on or prior to such date) the date on which, the full amount of such monies having been received, notice to that effect is duly given to the relevant Certificateholders in accordance with Residual Certificates Condition 15 (*Notice to Residual Certificateholders*).

10. EVENTS OF DEFAULT

10.1 Residual Certificates

The Note Trustee at its absolute discretion may, and, provided all of the Notes have been redeemed in full, if so directed in writing by the holders of at least 25 per cent. of the Most Senior Class in number or if so directed by an Extraordinary Resolution of the holders of the Most Senior Class shall (subject to being indemnified and/or prefunded and/or secured to its satisfaction as more particularly described in the Trust Deed), give a notice (an "**Enforcement Notice**") to the Issuer that any RC1 Payments or RC2 Payments pursuant to the Residual Certificates are immediately due and payable in any of the following events (each, an "**Event of Default**") with a copy of such Enforcement Notice being sent simultaneously to the Seller, the Security Trustee, the Swap Provider, the Servicer, the Issuer Account Bank and the Cash Manager:

(a) if default is made in the payment of any amount due in respect of the Residual Certificates and the default continues for a period of 14 Business Days; or

(b) if the Issuer fails to perform or observe any of its other obligations under these Residual Certificates Conditions or any Transaction Document to which it is a party and the failure continues for a period of 30 days (following the service by the Note Trustee on the Issuer of notice requiring the same to be remedied (or such longer period as the Note Trustee may permit)), except in any case where the Note Trustee considers the failure to be incapable of remedy, in which case no continuation or notice as is aforementioned will be required; or

(c) if any order is made by any competent court or any resolution is passed for the winding up or dissolution of the Issuer, save for the purposes of reorganisation on terms approved in writing by the Note Trustee or by Extraordinary Resolution of the Residual Certificateholders; or

(d) if (i) the Issuer ceases or threatens to cease to carry on the whole or a substantial part of its business, save for the purposes of reorganisation on terms approved in writing by the Note Trustee or by Extraordinary Resolution of the Residual Certificateholders, or (ii) the Issuer stops or threatens to stop payment of, or is unable to, or admits inability to, pay its debts (or any class of its debts) as they fall due or the value of its assets falls to less than the amount of its liabilities (taking into account its contingent and prospective liabilities) or (iii) the Issuer is deemed unable to pay its debts pursuant to or for the purposes of any applicable law or is adjudicated or found bankrupt or insolvent; or

(e) if proceedings are initiated against the Issuer under any applicable liquidation, insolvency, composition, reorganisation or other similar laws or an application is made (or documents filed with a court) for the appointment of an administrative or other receiver, manager, administrator or other similar official, or an administrative or other receiver, manager, administrator or other similar official is appointed, in relation to the Issuer or, as the case may be, in relation to the whole or any part of the undertaking or assets of the Issuer, and in any

such case (other than the appointment of an administrator or an administrative receiver appointed following presentation of a petition for an administration order) unless initiated by the Issuer, is not discharged within 30 days; or

(f) if the Issuer (or its directors or shareholders) initiates or consents to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, reorganisation or other similar laws or makes a conveyance or assignment for the benefit of, or enters into any composition or other arrangement with, its creditors generally (or any class of its creditors) or takes steps with a view to obtaining a moratorium in respect of any of its indebtedness or any meeting is convened to consider a proposal for an arrangement or composition with its creditors generally (or any class of its creditors).

10.2 General

Upon the service of an Enforcement Notice by the Note Trustee in accordance with Residual Certificates Condition 10.1 (*Residual Certificates*), any RC1 Payments or RC2 Payments pursuant to the Residual Certificates shall thereby immediately become due and payable.

11. ENFORCEMENT

11.1 General

Each of the Note Trustee and the Security Trustee may, at any time, at its absolute discretion and without notice, take (and in the case of the Note Trustee, may direct the Security Trustee to 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 Residual Certificates or the Trust Deed (including these Residual Certificates Conditions) or (in the case of the Security Trustee) the Deed of Charge or (in either case) any of the other Transaction Documents to which it is a party and, at any time after the service of an Enforcement Notice, the Security Trustee may, at its discretion and without notice, take such steps as it may think fit to enforce the Security, but neither of them shall be bound to take any such proceedings, actions or steps unless, following redemption of the Notes in full:

(a) the Note Trustee shall have been so directed by an Extraordinary Resolution of the holders of the Most Senior Class or directed in writing by the holders of at least 25 per cent. of the Most Senior Class of Residual Certificates in number; and

(b) in all cases, it shall have been indemnified and/or prefunded and/or secured to its satisfaction.

No Certificateholder may proceed directly against the Issuer unless the Security Trustee or Note Trustee, having become bound to do so, fails to do so within a reasonable period of time and such failure is continuing.

11.2 Limitations on Enforcement

No Residual Certificateholder shall be entitled to proceed directly against the Issuer or any other party to any of the Transaction Documents to enforce the performance of any of the Residual Certificates Conditions or any of the provisions of the Transaction Documents and/or to take any other proceedings (including lodging an appeal in any proceedings) in respect of or concerning the Issuer unless (i) the Note Trustee or, as the case may be, the Security Trustee, having become bound so to do, fails to do so within a reasonable period and such failure shall be continuing or (ii) the Note Trustee or, as the case may be, the Security Trustee, is unable to do so and such inability is continuing, provided that no Residual Certificateholder shall be entitled to take any steps or proceedings to procure the winding up, administration or liquidation of the Issuer.

11.3 Limited Recourse

Notwithstanding any other Residual Certificates Condition or any provision of any Transaction Document, all obligations of the Issuer to the Residual Certificateholders are limited in recourse to the property, assets and undertakings of the Issuer which are the subject of any security created under and pursuant to the Deed of Charge (the "**Charged Assets**"). If:

(a) there are no Charged Assets remaining which are capable of being realised or otherwise converted into cash;

(b) all amounts available from the Charged Assets have been applied to meet or provide for the relevant obligations specified in, and in accordance with, the provisions of the Deed of Charge; and

(c) there are insufficient amounts available from the Charged Assets to pay, in accordance with the provisions of the Deed of Charge, any further amounts under the Residual Certificates (including payments of Residual Payment Amounts),

then the Certificateholders shall have no further claim against the Issuer in respect of any further amounts due or to be paid in respect of the Residual Certificates (including, for the avoidance of doubt, payments of Residual Payment Amounts in respect of the Residual Certificates) and the Issuer shall be deemed to be discharged from making any further payments in respect of the Residual Certificates and any further payment rights shall be extinguished.

12. MEETINGS OF CERTIFICATEHOLDERS, MODIFICATION, WAIVER AND SUBSTITUTION

12.1 The Trust Deed contains provisions for convening meetings (including by way of conference call, including by use of a videoconference platform) of the Noteholders and/or Certificateholders of each Class and, in certain cases, more than one Class to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of these Residual Certificates Conditions and the Conditions or the provisions of any of the Transaction Documents.

12.2 For the purposes of these Residual Certificates Conditions, "Most Senior Class" means the Class A Notes or, if there are no Class A Notes then outstanding, the Class B Notes or, if there are no Class A Notes or Class B Notes then outstanding, the Class C Notes or, if there are no Class A Notes, Class B Notes or Class C Notes then outstanding, the Class D Notes or, if there are no Class A Notes, Class B Notes, Class C Notes or Class D Notes then outstanding, the Class E Notes, or if there are no Class A Notes, Class B Notes, Class C Notes, Class D Notes or Class E Notes then outstanding, the Class X1 Notes or, if there are no Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes or Class X1 Notes then outstanding, the Class X2 Notes, or, if there are no Notes then outstanding, prior to (but excluding) the Optional Redemption Date, the RC1 Residual Certificates and, thereafter, the RC2 Residual Certificates.

12.3 Most Senior Class and Limitations on other Noteholders and Certificateholders

(a) Other than in relation to a Basic Terms Modification, which additionally require an Extraordinary Resolution of the holders of each affected Class or Classes of Notes and/or Residual Certificates then in issue, as applicable:

(i) subject to paragraphs (ii) and (iii) below, an Extraordinary Resolution passed at any meeting of the holders of the Most Senior Class shall be binding on all other Classes of Noteholders and Certificateholders irrespective of the effect it has upon them;

(ii) subject to paragraph (iii) below, an Extraordinary Resolution passed at any meeting of a relevant Class of Noteholders shall be binding on (A) all other Classes of Noteholders ranking junior to such Class of Noteholders in the Post-Enforcement Priority of Payments in each case and (B) the Certificateholders, irrespective of the effect it has upon them;

(iii) no Extraordinary Resolution of any Class of Noteholders or Certificateholders shall take effect for any purpose while any of the Most Senior Class remain outstanding or (in the case of the Residual Certificates remain in issue) unless it shall have been sanctioned by an Extraordinary Resolution of the holders of the Most Senior Class and in the case of the Residual Certificates all Notes ranking in priority thereto or the Note Trustee is of the opinion that it would not be materially prejudicial to the interests of the holders of the Most Senior Class; and

(iv) no Ordinary Resolution that is passed by the holders of any Class of Noteholders shall take effect for any purpose while any of the Most Senior Class of Notes remain outstanding or unless it shall have been sanctioned by an Ordinary Resolution of the holders of the Most Senior Class of Notes, or the Note Trustee is of the opinion that it would not be materially prejudicial to the interests of the holders of the Most Senior Class of Notes,

provided that, the prior written consent of the Swap Provider is also required in respect of any Extraordinary Resolution of a Class or Classes of Notes and/or Residual Certificates relating to any amendment, modification, variation, supplement, consent or waiver of any of the Transaction Documents where:

(A) such amendment, modification, variation, supplement, waiver or consent would adversely affect the Swap Provider's rights or obligations under, or interests in respect of:

I. the Priorities of Payments or the Swap Collateral Account Priority of Payments;

II. the timing or amount of any payments or deliveries due from (x) the Issuer to the Swap Provider or (y) the Swap Provider to the Issuer;

III. the Swap Provider's status as a Secured Creditor or the Swap Provider's rights in relation to 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 Secured Creditors); or

IV. any requirement to obtain the Swap Provider's prior consent (written or otherwise) in respect of any matter;

(B) such amendment, modification, variation, supplement, waiver or consent relates to Condition 8 (*Redemption*) of the Notes or any additional redemption rights in respect of the Notes and such amendment, modification, variation, supplement, waiver or consent would prejudice the Swap Provider;

(C) such amendment, modification, variation, supplement, waiver or consent has the effect that immediately thereafter, the Swap Provider would be required to pay more or receive less if it transferred any Swap Transaction under the Swap Agreement to another person than it would have paid or received prior to such amendment or waiver (in respect of any such amendment, modification, variation, supplement, waiver or consent, the Swap Provider’s consent not to be unreasonably withheld); or

(D) such amendment, modification, variation, supplement, waiver or consent is otherwise materially prejudicial to the Swap Provider or its rights, obligations or interests.

The Issuer shall notify the Swap Provider, the Note Trustee and the Security Trustee in writing of the proposed modification, supplement, consent or waiver in respect of any of the Transaction Documents as soon as reasonably practicable prior to such modification, supplement, consent or waiver taking effect and request that the Swap Provider determines if its consent is required. The Swap Provider (acting in good faith and in a commercially reasonable manner) shall as soon as reasonably practicable, (and in any event before such modification, supplement, consent or waiver is due to take effect) determine whether such modification, supplement, waiver or consent requires the Swap Provider's consent in accordance with paragraphs (A) to (D) above. The Swap Provider must then promptly notify the Issuer, the Note Trustee and the Security Trustee in writing of its determination, and if relevant whether or not it consents and the Note Trustee and Security Trustee shall be entitled to rely on such determination. If the Swap Provider has not provided such determination within 10 Business Days of its receipt of the consent request, the Issuer may provide written confirmation to the Note Trustee and the Security Trustee (upon which the Note Trustee and the Security Trustee shall be entitled to rely absolutely without liability or enquiry) that the Swap Provider's consent pursuant to this Residual Certificates Condition 12.3(a) is not needed because the relevant modification, supplement, consent or waiver does not affect any of the items listed in paragraphs (A) to (D) above. If required, such confirmation will be provided prior to such modification, supplement, consent or waiver taking effect.

(b) Other than in relation to Basic Terms Modifications and subject as provided in paragraph (a) above and Residual Certificates Condition 12.4 (*Quorum*), a resolution which, in the opinion of the Note Trustee, affects the interests of the holders of:

(i) any Class of Notes and/or Residual Certificates of one class only shall be deemed to have been duly passed if passed at a meeting (or by a resolution in writing or, in respect of the Notes represented by Global Notes only, by a resolution passed by way of consents received through the relevant Clearing System(s)) of the holders of that Class of Notes and/or Residual Certificates so affected;

(ii) any two or more Classes of Notes and/or Residual Certificates, but does not give rise to an actual or potential conflict of interest between the holders of such Classes of Notes and/or Residual Certificates, shall be deemed to have been duly passed if passed at a single meeting (or by a single resolution in writing or, in respect of the Notes represented by Global Notes, by a single resolution passed by way of consents received through the relevant Clearing System(s)) of the holders of each such Class of Notes and/or Residual Certificates; and

(iii) one or more Classes of Notes and/or Residual Certificates, but does not give rise to an actual or potential conflict of interest between the holders of such Classes of Notes and/or Residual Certificates, shall be deemed to have been duly passed if passed at a single meeting (or by a single resolution in writing or, in respect of the Notes represented by Global Notes only, by a single resolution passed by way of consents received through the relevant Clearing System(s)) of the holders of such Classes of Notes. Where such a resolution gives, or may give rise to, an actual or potential conflict of interest between the holders of such Classes of Notes, it shall be deemed to have been duly passed only if passed at separate meetings (or by separate resolutions in writing or, in respect of the Notes represented by Global Notes only, by separate resolutions passed by way of electronic consents received through the relevant Clearing System(s)) of the holders of each such Class of Notes and/or Residual Certificates so affected.

(c) No Extraordinary Resolution of the holders of a Class or Classes of Notes and/or Residual Certificates which would have the effect of sanctioning a Basic Terms Modification in respect of any Class of Notes or Residual Certificates shall take effect unless it has been sanctioned by an Extraordinary Resolution of the holders of each affected Class of Notes then outstanding and/or the holders of each affected Class of Residual Certificates then in issue which are affected by such Basic Terms Modification.

(d) No Ordinary Resolution that is passed by the holders of any Class of Residual Certificates shall take effect for any purpose while any of the Most Senior Class remain outstanding or (in the case of the Residual Certificates) remain in issue unless it shall have been sanctioned by an Ordinary Resolution of the holders of the Most Senior Class and, in the case of the Residual Certificates, all Notes ranking in priority thereto or the Note Trustee is of the opinion that it would not be materially prejudicial to the interests of the holders of the Most Senior Class.

12.4 Quorum

(a) Subject as provided below, the quorum at any meeting of any Class of Residual Certificates for passing an Ordinary Resolution will be one or more persons holding or representing not less than 25 per cent. of each Class or Classes of Residual Certificates then in issue.

(b) Subject as provided below, the quorum at any meeting of any Class of any Residual Certificates for passing an Extraordinary Resolution will be one or more persons holding or representing not less than 50 per cent. of such Class of Residual Certificates then in issue.

(c) Subject to the more detailed provisions set out in the Trust Deed, the quorum at any meeting of any holders of any Residual Certificates passing an Extraordinary Resolution to (i) sanction a modification of the date of maturity of Notes, (ii) sanction a modification of the date of payment of principal or interest in respect of the Notes, or, where applicable, of the method of calculating the date of payment of principal or interest in respect of the Notes (other than pursuant to Condition 13.6(a)(viii) (*Additional Right of Modification*), Residual Certificates Condition 12.6(a)(viii) (*Additional Right of Modification*) or in relation to any Swap Rate Modification), (iii) sanction a modification of the amount of principal or the rate of interest payable in respect of the Notes (other than pursuant to Condition 13.6(a)(viii) (*Additional Right of Modification*), Residual Certificates Condition 12.6(a)(viii) (*Additional Right of Modification*) or in relation to any Swap Rate Modification), or, where applicable, of the method of calculating the amount payable of any principal or interest in respect of the Notes (other than pursuant to Condition 13.6(a)(viii) (*Additional Right of Modification*), Residual Certificates Condition 12.6(a)(viii) (*Additional Right of Modification*) or in relation to any Swap Rate Modification), (iv) alter the currency in which payments under any Class of Notes or the Residual Certificates are to be made, (v) alter the quorum or majority required in relation to a resolution or meeting of holders of any Class of Notes, (vi) sanction any scheme or proposal for the sale, conversion or cancellation of any Class of Notes or the Residual Certificates, or (vii) any change to the definition of a Basic Terms Modification, (each a "**Basic Terms Modification**") shall be one or more persons holding or representing in aggregate not less than three-quarters of the aggregate Principal Amount Outstanding of such Class of Notes then outstanding. Any Extraordinary Resolution in respect of a Basic Terms Modification shall only be effective if duly passed at separate meetings (or by separate resolutions in writing or, in respect of the Notes represented by Global Notes only, by separate resolutions passed by way of electronic consents received through the relevant Clearing System(s)) of each relevant affected Class of Noteholders and by a meeting of each relevant affected Class of Residual Certificates.

(d) Subject as provided below, the quorum at any adjourned meeting of Residual Certificateholders for passing an Ordinary Resolution will be one or more persons holding or representing not less than 10 per cent. of the Residual Certificates of such Class then in issue.

(e) Subject as provided below, the quorum at any adjourned meeting of Residual Certificateholders for passing an Extraordinary Resolution will be one or more persons holding or representing not less than 25 per cent. of the Residual Certificates of such Class then in issue.

(f) Subject to the more detailed provisions set out in the Trust Deed, the quorum at any adjourned meeting of any holders of any Class of Residual Certificates passing an Extraordinary Resolution to sanction a Basic Terms Modification shall be one or more persons holding or representing in aggregate not less

than (i) 50 per cent. of the aggregate Principal Amount Outstanding of such Class of Notes then outstanding or (ii) 50 per cent. of such Class of Residual Certificates then in issue. Any Extraordinary Resolution in respect of a Basic Terms Modification shall only be effective if duly passed at separate meetings (or by separate resolutions in writing or by separate resolutions passed by way of consents received through the relevant Clearing System(s)) of each relevant affected Class of Noteholders and by a meeting of each relevant affected Class of Residual Certificates.

12.5 Modification to the Transaction Documents

The Note Trustee may at any time and from time to time (and may direct the Security Trustee at any time), with the written consent of the Liquidity Facility Provider (prior to the LF Cancellation Date) and the Secured Creditors which are a party to the relevant Transaction Document (such consent to be conclusively demonstrated by such Secured Creditor entering into any deed or document purporting to modify such Transaction Document) but without the consent or sanction of the Noteholders, the Certificateholders or any other Secured Creditors agree with the Issuer and any other parties in making or sanctioning any modification:

(a) other than in respect of a Basic Terms Modification, to these Residual Certificates Conditions, the Conditions, the Trust Deed or any other Transaction Document, which in the opinion of the Note Trustee (acting in accordance with the Trust Deed), will not be materially prejudicial to the interests of the Noteholders (or if there are no Notes outstanding, the interests of the Certificateholders) and, for the avoidance of doubt, any modification of the Collection Account Declaration of Trust and/or the Expenses Account Declaration of Trust which does not affect the manner in which the Issuer's Trust Share (as defined in each of the Collection Account Declaration of Trust and Expenses Account Declaration of Trust respectively) is calculated will not be materially prejudicial to the interests of the Noteholders (or if there are no Notes outstanding, the interests of the Certificateholders or any Class); or

(b) to these Residual Certificates Conditions, the Conditions, the Trust Deed or any other Transaction Document if in the opinion of the Note Trustee (acting in accordance with the Trust Deed), such modification is of a formal, minor or technical nature or to correct a manifest error,

provided that, the prior written consents of the Swap Provider are also required in respect of any amendment, modification, variation, supplement, consent or waiver of any of the Transaction Documents where:

(i) such amendment, modification, variation, supplement, waiver or consent would adversely affect the Swap Provider's rights or obligations under, or interests in respect of:

(A) the Priorities of Payments or the Swap Collateral Account Priority of Payments;

(B) the timing or amount of any payments or deliveries due from (x) the Issuer to the Swap Provider or (y) the Swap Provider to the Issuer;

(C) the Swap Provider's status as a Secured Creditor or the Swap Provider's rights in relation to 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 Secured Creditors); or

(D) any requirement to obtain the Swap Provider's prior consent (written or otherwise) in respect of any matter;

(ii) such amendment, modification, variation, supplement, waiver or consent relates to Condition 8 (*Redemption*) of the Notes or any additional redemption rights in respect of the

Notes and such amendment, modification, variation, supplement, waiver or consent would prejudice the Swap Provider;

(iii) such amendment, modification, variation, supplement, waiver or consent has the effect that immediately thereafter, the Swap Provider would be required to pay more or receive less if it transferred any Swap Transaction under the Swap Agreement to another person than it would have paid or received prior to such amendment or waiver (in respect of any such amendment, modification, variation, supplement, waiver or consent, the Swap Provider's consent not to be unreasonably withheld); or

(iv) such amendment, modification, variation, supplement, waiver or consent is otherwise materially prejudicial to the Swap Provider or its rights, obligations or interests.

The Issuer shall notify the Swap Provider, the Note Trustee and the Security Trustee in writing of the proposed modification, supplement, consent or waiver in respect of any of the Transaction Documents as soon as reasonably practicable prior to such modification, supplement, consent or waiver taking effect and request that the Swap Provider determines if its consent is required. The Swap Provider (acting in good faith and in a commercially reasonable manner) shall as soon as reasonably practicable, (and in any event before such modification, supplement, consent or waiver is due to take effect) determine whether such modification, supplement, waiver or consent requires the Swap Provider's consent in accordance with paragraphs (i) to (iv) above. The Swap Provider must then promptly notify the Issuer, the Note Trustee and the Security Trustee in writing of its determination, and if relevant whether or not it consents and the Note Trustee and Security Trustee shall be entitled to rely on such determination. If the Swap Provider has not provided such determination within 10 Business Days of its receipt of the consent request, the Issuer may provide written confirmation to the Note Trustee and the Security Trustee (upon which the Note Trustee and the Security Trustee shall be entitled to rely absolutely without liability or enquiry) that the Swap Provider's consent pursuant to this Residual Certificates Condition 12.5 is not needed because the relevant modification, supplement, consent or waiver does not affect any of the items listed in paragraphs (i) to (iv) above. If required, such confirmation will be provided prior to such modification, supplement, consent or waiver taking effect.

12.6 Additional Right of Modification

(a) Notwithstanding the provisions of Residual Certificates Condition 12.5 (*Modification to the Transaction Documents*), the Note Trustee shall be obliged and shall direct the Security Trustee, without any consent or sanction of the Noteholders, the Certificateholders or any other Secured Creditor, subject to the written consent of the Liquidity Facility Provider (prior to the LF Cancellation Date) and the Secured Creditors which are a party to the relevant Transaction Documents (such consent to be conclusively demonstrated by such Secured Creditor entering into any deed or document purporting to modify such Transaction Document), to concur with the Issuer in making any modification (other than in respect of a Basic Terms Modification) to these Residual Certificates Conditions, the Conditions, the Trust Deed or any other Transaction Document to which it is a party or in relation to which it holds security or to enter into any new, supplemental or additional documents that the Issuer (in each case) considers necessary:

(i) for the purpose of complying with, or implementing or reflecting, any change in the criteria of one or more of the Rating Agencies which may be applicable from time to time, provided that:

(A) the Issuer certifies in writing to the Note Trustee and the Security Trustee that such modification is necessary to comply with such criteria or, as the case may be, is solely to implement and reflect such criteria; and

(B) in the case of any modification to a Transaction Document proposed by any of the Seller, the Servicer and the Swap Provider (for the purpose of this Residual Certificates Condition 12.6 only, each a "**Relevant Party**"), in order (x) to remain eligible to perform its role in such capacity in conformity with such criteria and/or (y) 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):

I. the Relevant Party certifies in writing to the Issuer, the Note Trustee and the Security Trustee that such modification is necessary for the purposes described in items (B)(x) and/or (B)(y) above; and

II. either:

(aa) the Issuer, the Relevant Party or the Seller (on behalf of the Issuer) obtains from each of the Rating Agencies, a Rating Agency Confirmation that such modification would not result in a downgrade, withdrawal or suspension of the then current ratings assigned to any Class of the Notes by such Rating Agency and would not result in any Rating Agency placing any Class of Notes on rating watch negative (or equivalent) and delivers a copy of each such confirmation to the Issuer (in the case of the Relevant Party), the Note Trustee and the Security Trustee; or

(bb) the Issuer, the Relevant Party or the Seller (on behalf of the Issuer) certifies in writing to the Note Trustee and the Security Trustee that the Rating Agencies have been informed of the proposed modification and none of the Rating Agencies has indicated within 30 calendar days that such modification would result in (1) a downgrade, withdrawal or suspension of the then current ratings assigned to any Class of the Notes by such Rating Agency or (2) such Rating Agency placing any Class of Notes on rating watch negative (or equivalent) and, if requested by the Note Trustee or the Security Trustee, procures that an Issuer Certificate is provided to the Note Trustee and the Security Trustee in accordance with Condition 18 (*Non-Responsive Rating Agency*); and

III. the Relevant Party pays all costs and expenses (including legal fees) incurred by the Issuer, the Note Trustee and the Security Trustee in connection with such modification;

(ii) for the purpose of complying with any changes in the requirements of, or enabling the Issuer to comply with an obligation in respect of, the UK Securitisation Framework and/or the EU Securitisation Regulation (including in respect of risk retention) after the Closing Date, including as a result of the adoption of regulatory or implementing technical standards in relation to the UK Securitisation Framework and/or the EU Securitisation Regulation or any other legislation or regulations or official guidance in relation thereto (including, without limitation, the appointment of a third party pursuant to the Servicing Agreement and/or the Cash Management Agreement to assist with the Issuer's reporting obligations pursuant to the UK Securitisation Framework and/or the EU Securitisation Regulation), provided that the Issuer certifies to the Note Trustee and the Security Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;

(iii) for the purpose of enabling the Notes to be (or to remain) listed on the London Stock Exchange, provided that the Issuer certifies to the Note Trustee and the Security Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;

(iv) for the purposes of enabling the Issuer or any of the other Parties to the Transaction Documents to comply with FATCA, provided that the Issuer or the Relevant Party, as applicable, certifies to the Note Trustee and the Security Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;

(v) for the purpose of complying with, or implementing or reflecting, any changes in the manner in which the Notes are held which will allow the Bank of England's sterling monetary framework, that is, in a manner which would allow such Notes to be recognised as eligible collateral for the Bank of England's monetary policy and intra-day credit operations by the Bank of England either upon issue or at any or all times during the life of the Notes, provided that the Issuer certifies in writing to the Note Trustee and the Security Trustee that such modification is required solely for such purpose and has been drafted solely to such effect;

(vi) for the purpose of amending paragraphs (g) and/or (h) of the definition of Perfection Events so long as the Seller delivers a certificate to the Security Trustee certifying that the amendment of such event does not impact the designation as a 'simple, transparent and standardised' securitisation (within the meaning of the UK Securitisation Framework);

(vii) for the purpose of complying with any changes in the requirements of the UK CRA Regulation or the EU CRA Regulation after the Closing Date, provided that the Issuer certifies to the Note Trustee and the Security Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect,

(the certificate to be provided by the Issuer, the Seller, any of the Servicer and/or the Relevant Party and/or Party (in each case on behalf of the Issuer), as the case may be, pursuant to paragraphs (i) to (vii) above or paragraph (x) below being a "**Modification Certificate**"); or

(viii) for the purpose of changing the reference rate or the base rate in respect of the Notes from SONIA to an alternative base rate (including where such base rate may remain linked to SONIA but may be calculated in a different manner) (any such rate, an "**Alternative Base Rate**") and make such other amendments as are necessary or advisable in the reasonable judgment of the Issuer (or the Seller on its behalf) to facilitate such change (a "**Base Rate Modification**"), provided that, the Issuer (or the Seller on behalf of the Issuer), certifies to the Agents, the Note Trustee and the Security Trustee in writing (such certificate, a "**Base Rate Modification Certificate**") that:

(A) such Base Rate Modification is being undertaken due to any one or more of the following:

I. a material disruption to SONIA, an adverse change in the methodology of calculating SONIA or SONIA ceasing to exist or be published;

II. the insolvency or cessation of business of the SONIA administrator (in circumstances where no successor SONIA administrator has been appointed);

III. a public statement by the SONIA administrator that it will cease publishing SONIA permanently or indefinitely (in circumstances where no successor SONIA administrator has been appointed that will continue publication of SONIA) and such cessation is reasonably expected by the Issuer to occur prior to the Final Maturity Date;

IV. a public statement by the supervisor of the SONIA administrator that SONIA has been or will be permanently or indefinitely discontinued or will be changed in an adverse manner and such discontinuation or change is reasonably expected by the Issuer to occur prior to the Final Maturity Date;

V. a public statement by the supervisor of the SONIA administrator that means SONIA may no longer be used or that its use is subject to restrictions or adverse consequences;

VI. an alternative manner of calculating a SONIA-based rate being introduced and becoming a standard means of calculating interest for similar transactions;

VII. a change in the generally accepted market practice in the publicly listed asset backed floating rate notes market to refer to a benchmark rate endorsed in a public statement by the Bank of England, the FCA or the PRA or any relevant committee or other body established, sponsored or approved by any of the foregoing, including the Working Group on Sterling Risk-Free Reference Rates, despite the continued existence of SONIA;

VIII. following the implementation of a Base Rate Modification, it becomes generally accepted market practice in the publicly listed asset backed floating rate notes market to use a benchmark rate of interest which is different from the Alternative Base Rate which had already been adopted by the Issuer in respect of the Notes pursuant to a Base Rate Modification; or

IX. the reasonable expectation of the Seller that any of the events specified in sub-paragraphs I to VIII above will occur or exist within six months of the proposed effective date of such Base Rate Modification; and

(B) such Alternative Base Rate is:

I. a base rate published, endorsed, approved or recognised by the Bank of England, any regulator in the United Kingdom or the European Union or any stock exchange on which the Notes are listed (or any relevant committee or other body established, sponsored or approved by any of the foregoing);

II. a base rate utilised in a material number of publicly-listed new issues of Sterling-denominated asset backed floating rate notes prior to the effective date of such Base Rate Modification;

III. a base rate utilised in a publicly-listed new issue of Sterling-denominated asset backed floating rate notes where the originator of the relevant assets is an affiliate of any of the Seller; or

IV. such other base rate as the Seller reasonably determines;

(ix) for the purpose of changing the base rate that then applies in respect of the Swap Agreement to an alternative base rate as is necessary or advisable in the commercially reasonable judgment of the Issuer (or the Seller on its behalf) and the Swap Provider solely as a consequence of a Base Rate Modification and solely for the purpose of aligning the base rate of the Swap Agreement to the base rate of the Notes following such Base Rate Modification and making any associated amendment (a "**Swap Rate Modification**"), provided that the Issuer or the Seller (on behalf of the Issuer) certifies to the Agents, the Note Trustee and the Security Trustee in writing that such modification is required solely for such purpose and it

has been drafted solely to such effect (such certificate being a "**Swap Rate Modification Certificate**");

(x) for the purposes of enabling the Issuer and/or the Swap Provider to comply with any requirements which may apply to it under European Regulation 648/2012 of 4 July 2012 ("**EU EMIR**"), known as the European Market Infrastructure Regulation, and/or EU EMIR as it forms part of domestic law by virtue of English law ("**UK EMIR**") as amended, irrespective of whether such modifications are materially prejudicial to the interests of the holders of any Class of Notes or any other Secured Creditor (any such modification, a "**EMIR Amendment**") and subject to receipt by the Note Trustee and the Security Trustee of a Modification Certificate of (A) the Issuer signed by two directors or the Seller on behalf of the Issuer or (B) the Swap Provider (as applicable) certifying to the Note Trustee and the Security Trustee that the amendments (which may be requested by the Issuer or the Swap Provider) are to be made solely for the purpose of enabling the Issuer (or the Swap Provider (as applicable)) to satisfy its requirements under UK EMIR as amended and/or EU EMIR as amended (as applicable),

provided that (in the case of each of paragraphs (i) to (x) above):

I. at least 30 calendar days' prior written notice of any such proposed modification has been given to the Note Trustee and the Security Trustee;

II. the Modification Certificate, Swap Rate Modification Certificate or Base Rate Modification Certificate in relation to such modification shall be provided to the Agents, the Note Trustee and the Security Trustee both at the time the Agents, the Note Trustee and the Security Trustee are notified of the proposed modification and on the date that such modification takes effect; and

III. the consent of each Secured Creditor which is party to the relevant Transaction Document has been obtained,

provided further that:

(x) other than in the case of a modification pursuant to paragraph (i)(B) above, either:

(aa) the Issuer, the Relevant Party or the Seller (on behalf of the Issuer) obtains from each of the Rating Agencies a Rating Agency Confirmation that such modification would not result in (1) a downgrade, withdrawal or suspension of the then current ratings assigned to any Class of Notes by such Rating Agency or (2) such Rating Agency placing any Class of Notes on rating watch negative (or equivalent) and delivers each such confirmation to the Issuer (in the case of the Relevant Party), the Note Trustee and the Security Trustee; or

(bb) the Issuer, the Relevant Party or the Seller (on behalf of the Issuer) certifies in the Modification Certificate, Swap Rate Modification Certificate or the Base Rate Modification Certificate that it has informed the Rating Agencies of the proposed modification and none of the Rating Agencies has indicated within 30 calendar days that such modification would result in (1) a downgrade, withdrawal or suspension of the then current ratings assigned to any Class of Notes by such Rating Agency or (2) such Rating Agency placing any Notes on rating watch negative (or equivalent) and, if requested by the Note Trustee or the Security Trustee, procures that an Issuer Certificate is provided to the Note Trustee and the Security Trustee in accordance with Condition 18 (*Non-Responsive Rating Agency*); and

(y) the Issuer certifies in writing to the Note Trustee and the Security Trustee that (aa) the Issuer has provided at least 30 calendar days' notice to the Certificateholders of each Class of the proposed modification in accordance with Residual Certificates Condition 15 (*Notice to Residual Certificateholders*) and by publication on Bloomberg on the "Company News" screen relating to the Notes, and (bb) Noteholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the Most Senior Class of Notes then outstanding have not contacted the Issuer and the Note Trustee in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which any Notes may be held) within such notification period notifying the Issuer and the Note Trustee that such Noteholders do not consent to the modification,

and **provided further that**, the prior written consent of the Swap Provider is also required in respect of any amendment, modification, variation, supplement, consent or waiver of any of the Transaction Documents where:

(A) such amendment, modification, variation, supplement, waiver or consent would adversely affect the Swap Provider's rights or obligations under, or interests in respect of:

I. the Priorities of Payments or the Swap Collateral Account Priority of Payments;

II. the timing or amount of any payments or deliveries due from (x) the Issuer to the Swap Provider or (y) the Swap Provider to the Issuer;

III. the Swap Provider's status as a Secured Creditor or the Swap Provider's rights in relation to 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 Secured Creditors); and

IV. any requirement to obtain the Swap Provider's prior consent (written or otherwise) in respect of any matter;

(B) such amendment, modification, variation, supplement, waiver or consent relates to Condition 8 (*Redemption*) of the Notes or any additional redemption rights in respect of the Notes and such amendment, modification, variation, supplement, waiver or consent would prejudice the Swap Provider;

(C) such amendment, modification, variation, supplement, waiver or consent has the effect that immediately thereafter, the Swap Provider would be required to pay more or receive less if it transferred any Swap Transaction under the Swap Agreement to another person than it would have paid or received prior to such amendment or waiver (in respect of any such amendment, modification, variation, supplement, waiver or consent, the Swap Provider’s consent not to be unreasonably withheld); or

(D) such amendment, modification, variation, supplement, waiver or consent is otherwise materially prejudicial to the Swap Provider or its rights, obligations or interests.

The Issuer shall notify the Swap Provider, the Note Trustee and the Security Trustee in writing of the proposed modification, supplement, consent or waiver in respect of any of the Transaction Documents as soon as reasonably practicable prior to such modification, supplement, consent or waiver taking effect and request that the Swap Provider determines if its consent is required. The Swap Provider (acting in good faith and in a commercially

reasonable manner) shall as soon as reasonably practicable, (and in any event before such modification, supplement, consent or waiver is due to take effect) determine whether such modification, supplement, waiver or consent requires the Swap Provider's consent in accordance with paragraphs (A) to (D) above. The Swap Provider must then promptly notify the Issuer, the Note Trustee and the Security Trustee in writing of its determination, and if relevant whether or not it consents and the Note Trustee and Security Trustee shall be entitled to rely on such determination. If the Swap Provider has not provided such determination within 10 Business Days of its receipt of the consent request, the Issuer may provide written confirmation to the Note Trustee and the Security Trustee (upon which the Note Trustee and the Security Trustee shall be entitled to rely absolutely without liability or enquiry) that the Swap Provider's consent pursuant to this Residual Certificates Condition 12.6(a) is not needed because the relevant modification, supplement, consent or waiver does not affect any of the items listed in paragraphs (A) to (D) above. If required, such confirmation will be provided prior to such modification, supplement, consent or waiver taking effect

If Noteholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the Most Senior Class of Notes then outstanding 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 any Notes may be held) within the notification period referred to above that they do not consent to the modification, then such modification will not be made unless an Extraordinary Resolution of the holders of the Most Senior Class of Notes then outstanding is passed in favour of such modification in accordance with this Residual Certificates Condition 12.

Objections made in writing other than, in respect of the Notes represented by Global Notes, through the applicable clearing system must be accompanied by evidence to the Issuer's and the Note Trustee's satisfaction (having regard to prevailing market practices) of the relevant Noteholder's holding of the Notes.

(b) Other than where specifically provided in this Residual Certificates Condition 12.6 or any Transaction Document:

(i) when implementing any modification pursuant to this Residual Certificates Condition 12.6 (save to the extent the Note Trustee considers that the proposed modification would constitute a Basic Terms Modification), neither the Note Trustee nor the Security Trustee shall consider the interests of the Noteholders, the Certificateholders, any other Secured Creditor (other than the Note Trustee and the Security Trustee as provided below) or any other person but may act and rely solely and without investigation or liability on any certificate or evidence provided to it by the Issuer or the Servicer (as the case may be), the Seller or the Relevant Party or Party, as the case may be, pursuant to this Residual Certificates Condition 12.6 and shall not be liable to the Noteholders or any other Secured Creditor for so acting or relying, irrespective of whether any such modification is or may be materially prejudicial to the interests of any such person; and

(ii) none of the Agents, the Note Trustee nor the Security Trustee shall be obliged to agree to any modification which, in the opinion of the Agents, the Note Trustee and/or the Security Trustee would have the effect of (A) exposing the Agents, the Note Trustee and/or the Security Trustee to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (B) increasing the obligations or duties, or decreasing the rights or protection, of the Agents, the Note Trustee and/or the Security Trustee in the Transaction Documents, these Residual Certificates Conditions and/or the Conditions.

(c) Any such modification shall be binding on all Noteholders and shall be notified by the Issuer as soon as reasonably practicable to:

(i) so long as any of the Notes rated by the Rating Agencies remains outstanding, each Rating Agency;

(ii) the Secured Creditors; and

(iii) the Certificateholders in accordance with Residual Certificates Condition 16 (*Notice to Noteholders*).

12.7 Authorisation or Waiver of Breach

The Note Trustee may and may direct the Security Trustee to, without the consent or sanction of the Noteholders, the Residual Certificateholders or the other Secured Creditors and without prejudice to its rights in respect of any further or other breach, from time to time and at any time, on such terms and conditions (if any) as shall seem expedient to it determine that an Event of Default shall not, or shall not subject to any specified conditions, be treated as such or authorise or waive any proposed or actual breach of any of the covenants or provisions contained in or arising pursuant to the Conditions, the Residual Certificates Conditions or any of the Transaction Documents by any party thereto, but only if in the Note Trustee's sole opinion, the interests of the Most Senior Class will not be materially prejudiced thereby provided that the Note Trustee shall not exercise any powers conferred on it by this Residual Certificates Condition 12.7 in contravention of any express direction given by Extraordinary Resolution of the holders of the Most Senior Class or by a direction under Residual Certificates Condition 10 (*Events of Default*) but so that no such direction or request shall affect any waiver, authorisation or determination previously given or made.

12.8 Notification of modifications, waivers, authorisations or determinations

Any such modification, waiver, authorisation or determination by the Note Trustee and/or the Security Trustee, as applicable, in accordance with the Conditions, these Residual Certificates Conditions or the Transaction Documents shall be binding on the Residual Certificateholders and, unless the Note Trustee or, as the case may be, the Security Trustee agrees otherwise, any such modification shall be notified by the Issuer to the Residual Certificateholders in accordance with Residual Certificates Condition 15 (*Notice to Residual Certificateholders*), the Rating Agencies (while any Notes remain outstanding) and the other Secured Creditors as soon as practicable thereafter.

12.9 In connection with any such substitution of principal debtor referred to in Condition 8.4 (*Mandatory Redemption of the Notes for Taxation or Other Reasons*), the Note Trustee and the Security Trustee may also agree, without the consent of the Residual Certificateholders or the other Secured Creditors, to a change of the laws governing the Residual Certificates, these Residual Certificates Conditions and/or any of the Transaction Documents, provided that such change would not, in the opinion of the Note Trustee or, as the case may be, the Security Trustee (in the case of the Security Trustee, acting in accordance with the Deed of Charge) be materially prejudicial to the interests of the Residual Certificateholders of any Class.

12.10 Where, in connection with the exercise or performance by each of them of any right, power, trust, authority, duty or discretion under or in relation to these Residual Certificates Conditions or any of the Transaction Documents (including in relation to any modification, waiver, authorisation, determination, substitution or change of laws as referred to above), the Note Trustee or the Security Trustee is required to have regard to the interests of the Residual Certificateholders of any Class or Classes, it shall (a) have regard to the general interests of the Residual Certificateholders of such Class or Classes but shall not have regard to any interests arising from circumstances particular to individual Residual Certificateholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise or performance for individual Residual Certificateholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or

any political sub-division thereof, and the Note Trustee or, as the case may be, the Security Trustee shall not be entitled to require, nor shall any Residual Certificateholders be entitled to claim from the Issuer, the Note Trustee or the Security Trustee or any other person, any indemnification or payment in respect of any tax consequences of any such exercise upon individual Residual Certificateholders and (b) subject to the more detailed provisions of the Trust Deed and the Deed of Charge, as applicable, have regard to the interests of holders of each Class of Residual Certificates (except where expressly provided otherwise) but requiring the Note Trustee and the Security Trustee where there is a conflict of interests between one or more Classes of Residual Certificates in any such case to have regard (except as expressly provided otherwise) prior to (but excluding) the Optional Redemption Date, to the holders of the RC1 Residual Certificates and thereafter, to the holders of the RC2 Residual Certificates.

12.11 Other than in respect of any matter requiring an Extraordinary Resolution, Residual Certificateholders are required to vote by way of an Ordinary Resolution.

12.12 "**Ordinary Resolution**" means, in respect of the holders of any of the Classes of Residual Certificates:

(a) a resolution passed at a meeting of Residual Certificateholders duly convened and held in accordance with the Trust Deed and the Residual Certificates Conditions by a clear majority of the Eligible Persons voting thereat on a show of hands or, if a poll is duly demanded, by a clear majority of the votes cast on such poll;

(b) a resolution in writing signed by or on behalf of the Residual Certificateholders of not less than a clear majority in number of the holders of the relevant Class of Residual Certificates then in issue, 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 Residual Certificateholders of the relevant Class; or

(c) consent given by way of electronic consents through the relevant Clearing System(s) (in a form satisfactory to the Note Trustee) by or on behalf of the Residual Certificateholders of not less than a clear majority in number of the relevant Class of Residual Certificates then in issue.

12.13 **"Extraordinary Resolution"** means, in respect of the holders of any of the Classes of Residual Certificates:

(a) a resolution passed at a meeting of Residual Certificateholders duly convened and held in accordance with the Trust Deed and the Residual Certificates Conditions by a majority consisting of not less than three-quarters of the Eligible Persons voting at such meeting upon a show of hands or, if a poll is duly demanded, by a majority consisting of not less than three-quarters of the votes cast on such poll;

(b) a resolution in writing signed by or on behalf of the Residual Certificateholders of not less than three-quarters in number of the holders of the relevant Class of Residual Certificates, 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 Residual Certificateholders of the relevant Class; or

(c) consent given by way of electronic consents through the relevant Clearing System(s) (in a form satisfactory to the Note Trustee) by or on behalf of the Residual Certificateholders of not less than three-quarters in number of the holders of the relevant Class of Residual Certificates then in issue.

12.14 "**Eligible Person**" means any one of the following persons who shall be entitled to attend and vote at a meeting:

(a) a bearer of any Voting Certificate; and

(b) a proxy specified in any Block Voting Instruction.

12.15 "**Voting Certificate**" means an English language certificate issued by a Paying Agent in which it is stated:

(a) that on the date thereof the Notes and/or Residual Certificates (not being the Notes and/or Residual Certificates (as applicable) in respect of which a Block Voting Instruction has been issued and is outstanding in respect of the meeting specified in such Voting Certificate) are blocked in an account with a clearing system and that no such Notes and/or Residual Certificates will cease to be so blocked until the first to occur of:

(i) the conclusion of the meeting specified in such Voting Certificate; and

(ii) the surrender of the Voting Certificate to the Paying Agent who issued the same; and

(b) that the bearer thereof is entitled to attend and vote at such meeting in respect of the Notes and/or Residual Certificates represented by such Voting Certificate.

12.16 "**Block Voting Instruction**" means an English language document issued by a Paying Agent in which:

(a) it is certified that on the date thereof Notes and/or Residual Certificates (not being Notes and/or Residual Certificates (as applicable) in respect of which a Voting Certificate has been issued and is outstanding in respect of the meeting specified in such Block Voting Instruction) are blocked in an account with a clearing system and that no such Notes and/or such Residual Certificates will cease to be so blocked until the first to occur of:

(i) the conclusion of the meeting specified in such Block Voting Instruction; and

(ii) the Notes and/or the Residual Certificates ceasing with the agreement of the Paying Agent to be so blocked and the giving of notice by the Paying Agent to the Issuer of the necessary amendment to the Block Voting Instruction;

(b) it is certified that each holder of such Notes and/or such Residual Certificates has instructed such Paying Agent that the vote(s) attributable to the Notes and/or the Residual Certificates so blocked should be cast in a particular way in relation to the resolution(s) to be put to such meeting and that all such instructions are, during the period commencing 48 hours prior to the time for which such meeting is convened and ending at the conclusion or adjournment thereof, neither revocable nor capable of amendment;

(c) the aggregate principal amount or aggregate total amount of the Notes and/or the number of Residual Certificates so blocked is listed distinguishing with regard to each such resolution between those in respect of which instructions have been given that the votes attributable thereto should be cast in favour of the resolution and those in respect of which instructions have been so given that the votes attributable thereto should be cast against the resolution; and

(d) one or more persons named in such Block Voting Instruction (each hereinafter called a "**proxy**") is or are authorised and instructed by such Paying Agent to cast the votes attributable to the Notes and/or the Residual Certificates so listed in accordance with the instructions referred to in paragraph (c) above as set out in such Block Voting Instruction, provided that no such person shall be named as a proxy:

(i) whose appointment has been revoked and in relation to whom the relevant Paying Agent has been notified in writing of such revocation by the time which is 48 hours before the time fixed for such meeting; and

(ii) who was originally appointed to vote at a meeting which has been adjourned for want of a quorum and who has not been re-appointed to vote at the meeting when it is resumed.

12.17 Details of any Extraordinary Resolution and any Ordinary Resolution passed in accordance with the provisions of the Trust Deed shall be notified to each of the Rating Agencies by the Principal Paying Agent on behalf of the Issuer.

12.18 Issuer Substitution Condition

The Note Trustee may agree, subject to such amendment of these Residual Certificates Conditions, the Conditions, and of any of the Transaction Documents, and to such other conditions as the Note Trustee may require and subject to the terms of the Trust Deed, but without the consent of the Residual Certificateholders, to the substitution of another body corporate in place of the Issuer as principal debtor under the Trust Deed, the Notes, the Residual Certificates and in respect of the other Secured Obligations, provided that the conditions set out in the Trust Deed are satisfied including, inter alia, that the Residual Certificates are unconditionally and irrevocably guaranteed by the Issuer (unless all of the assets of the Issuer are transferred to such body corporate) and that such body corporate is a single purpose vehicle and undertakes itself to be bound by provisions corresponding to those set out in Residual Certificates Condition 5 (*Covenants*) (the "**Issuer Substitution Condition**"). In the case of a substitution pursuant to this Residual Certificates Condition 12.18, the Note Trustee may in its absolute discretion agree, without the consent of the Residual Certificateholders, to a change in law governing the Residual Certificates and/or any of the Transaction Documents unless such change would, in the opinion of the Note Trustee, be materially prejudicial to the interests of the Residual Certificateholders or any Class.

13. INDEMNIFICATION AND EXONERATION OF THE NOTE TRUSTEE AND THE SECURITY TRUSTEE

The Trust Deed and the Deed of Charge contain provisions governing the responsibility (and relief from responsibility) of the Note Trustee and the Security Trustee respectively and providing for their indemnification in certain circumstances, including provisions relieving them from taking action or, in the case of the Security Trustee, enforcing the Security, unless indemnified and/or prefunded and/or secured to their satisfaction.

The Trust Deed and the Deed of Charge also contain provisions pursuant to which the Note Trustee and the Security Trustee are entitled, inter alia, (a) to enter into business transactions with the Issuer and/or any other party to any of the Transaction Documents and to act as trustee for the holders of any other securities issued or guaranteed by, or relating to, the Issuer and/or any other party to any of the Transaction Documents, (b) to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interests of, or consequences for, individual Residual Certificateholders and (c) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

14. REPLACEMENT OF RESIDUAL CERTIFICATES

If any Residual Certificate is mutilated, defaced, lost, stolen or destroyed, it may be replaced at the specified office of the Registrar subject to all applicable laws. Replacement of any mutilated, defaced, lost, stolen or destroyed Residual Certificate will only be made on payment of such costs as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may

reasonably require. A mutilated or defaced Residual Certificate must be surrendered before a new one will be issued.

If the Issuer Substitution Condition is satisfied, the Issuer may, without the consent of the Certificateholders, issue replacement residual certificates to replace the Residual Certificates, which shall have terms and conditions which may differ from the terms and conditions of the Residual Certificates which it replaces.

15. NOTICE TO RESIDUAL CERTIFICATEHOLDERS

15.1 Publication of Notice

While the Residual Certificates are represented by a Global Residual Certificate, notices to Residual Certificateholders will be valid if submitted to Euroclear and/or Clearstream, Luxembourg for communication by them to Residual Certificateholders. Any notice delivered to Euroclear and/or Clearstream, Luxembourg, as aforesaid, shall be deemed to have been given on the day of such delivery.

While the Residual Certificates are represented by Definitive Residual Certificates, the Note Trustee shall be at liberty to sanction any method of giving notice to the Residual Certificateholders if, in its opinion, such method is reasonable having regard to market practice then prevailing and provided that notice of such other method is given to the Residual Certificateholders in such manner as the Note Trustee shall deem appropriate.

15.2 Note Trustee's Discretion to Select Alternative Method

The Note Trustee shall be at liberty to sanction some other method of giving notice to the Residual Certificateholders or 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 quotation systems on or by which the Residual Certificates are then quoted and/or traded and provided that notice of such other method is given to the Residual Certificateholders in such manner as the Note Trustee shall require.

16. JURISDICTION AND GOVERNING LAW

(a) The Courts of England (the "**Courts**") are to have exclusive jurisdiction to settle any disputes that may arise out of or in connection with the Notes, the Residual Certificates and the Transaction Documents (including a dispute relating to non-contractual obligations or a dispute regarding the existence, validity or termination of any of the Notes, the Residual Certificates or the Transaction Documents or the consequences of their nullity) and accordingly any legal action or proceedings arising out of or in connection with the Notes and/or the Residual Certificates and/or the Transaction Documents may be brought in such Courts.

(b) The Transaction Documents, the Notes, the Residual Certificates and these Residual Certificates Conditions (and any non-contractual obligations arising out of or in connection with them) are governed by, and shall be construed in accordance with, English Law.

17. RIGHTS OF THIRD PARTIES

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Residual Certificates or these Residual Certificates Conditions, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

TAXATION

United Kingdom Taxation

The following is a summary of the Issuer's understanding of current United Kingdom law and published HM Revenue and Customs practice relating only to the United Kingdom withholding tax treatment of payments of interest (as that term is understood for United Kingdom tax purposes) in respect of the Notes. It does not deal with any other United Kingdom taxation implications of acquiring, holding or disposing of the Notes. The United Kingdom tax treatment of prospective Noteholders depends on their individual circumstances and may be subject to change in the future. Prospective Noteholders who may be subject to tax in a jurisdiction other than the United Kingdom or who may be unsure as to their tax position should seek their own professional advice.

Payments of interest on the Notes may be made without deduction of or withholding on account of United Kingdom income tax provided that the Notes carry a right to interest and the Notes are and continue to be: (a) listed on a "recognised stock exchange" within the meaning of Section 1005 of the Income Tax Act 2007 ("**ITA 2007**"); or (b) admitted to trading on a multilateral trading facility operated by a regulated recognised stock exchange (within the meaning of Section 987 of the Income Tax Act 2007). The London Stock Exchange is a recognised stock exchange. Securities will be treated as listed on the London Stock Exchange if they are included in the Official List (within the meaning of and in accordance with the provisions of Part 6 of the Financial Services and Markets Act 2000) and admitted to trading on the London Stock Exchange. Provided, therefore, that the Notes carry a right to interest and are and remain so listed on a "recognised stock exchange", interest on the Notes will be payable without deduction of or withholding on account of United Kingdom income tax.

In other cases, an amount must generally be withheld from payments of interest on the Notes that has a United Kingdom source on account of United Kingdom income tax at the basic rate (currently 20 per cent., and from 6 April 2027, increasing to 22 per cent.), subject to any available exemptions or reliefs. However, where an applicable double tax treaty provides for a lower rate of withholding tax (or for no tax to be withheld) in relation to a Noteholder, HMRC can issue a notice to the Issuer to pay interest to that Noteholder without deduction of tax (or for interest to be paid with tax deducted at the rate provided for in the relevant double tax treaty).

Foreign Account Tax Compliance Act

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as 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 the United Kingdom) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes or the Residual Certificates, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes or the Residual Certificates, 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 and the Residual Certificates, such withholding would not apply prior to the date that is two years after the date on which the final regulations defining "foreign passthru payment" are published in the U.S. Federal Register and Notes or the Residual Certificates characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining "foreign passthru payments" are filed with the U.S. Federal Register generally would be "grandfathered" for purposes of FATCA withholding unless materially modified after such date (including by reason of a substitution of the Issuer).

Holders should consult their own tax advisers regarding how these rules may apply to their investment in the Notes or the Residual Certificates. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes or the Residual Certificates, no person will be required to pay additional amounts as a result of the withholding.

SUBSCRIPTION AND SALE

NatWest Markets PLC (the "**Arranger**"), together with Lloyds Bank Corporate Markets plc, BofA Securities and Banco Santander, S.A. (together with the Arranger, the "**Joint Lead Managers**" in respect of the Notes) and the Seller have, pursuant to a subscription agreement dated on or around 15 October 2026 between the Arranger, the Joint Lead Managers, the Seller and the Issuer (the "**Subscription Agreement**"), agreed with the Issuer (subject to certain conditions) to subscribe and pay for:

(a) in the case of the Joint Lead Managers, (i) 95 per cent. of the aggregate principal amount of each of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes and (ii) 100 per cent. of the aggregate principal amount of each of the Class X1 Notes and the Class X2 Notes; and

(b) in the case of the Seller, 5 per cent. of the aggregate principal amount of each of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes,

in each case as at the Closing Date.

The Issuer and the Seller have agreed to indemnify the Arranger and the Joint Lead Managers against certain liabilities in connection with the issue of the Notes and the Residual Certificates.

Except with the prior written consent of the Seller in the form of a U.S. Risk Retention Consent and where such sale falls within the exemption provided by Section 20 of the U.S. Risk Retention Rules, the Notes or the Residual Certificates offered and sold on the Closing Date may not be purchased by, or for the account or benefit of Risk Retention U.S. Persons.

Prospective investors should note that the definition of "U.S. persons" in the U.S. Risk Retention Rules is substantially similar to, but not identical to, the definition of "U.S. person" in Regulation S, and that persons who are not "U.S. Persons" under Regulation S may be "U.S. Persons" under the U.S. Risk Retention Rules. In any event, no more than 10 per cent. of the dollar value (or equivalent amount in the currency in which the "ABS interests" (as defined in Section 2 of the U.S. Risk Retention Rules) are issued) of all classes of ABS interests issued in the securitization transaction or the Residual Certificates may be sold or transferred to, or for the account or benefit of, Risk Retention U.S. Persons. Each purchaser of the Notes or the Residual Certificates, or a beneficial interest therein, acquired in the initial syndication of the Notes or the Residual Certificates, by its acquisition of the Notes or the Residual Certificates or a beneficial interest therein, will be deemed to have made certain representations and agreements, including that it (1) either (i) is not a Risk Retention U.S. Person or (ii) has obtained a U.S. Risk Retention Consent from the Seller, (2) is acquiring such Note or Residual Certificate or a beneficial interest therein for its own account and not with a view to distribute such Note or Residual Certificate, and (3) is not acquiring such Note or Residual Certificate or a beneficial interest therein as part of a scheme to evade the requirements of the U.S. Risk Retention Rules (including acquiring such Note or Residual Certificate through a non-Risk Retention U.S. Person, rather than a Risk Retention U.S. Person, as part of a scheme to evade the 10 per cent. Risk Retention U.S. Person limitation in the exemption provided for in Section 20 of the U.S. Risk Retention Rules described herein). Any Risk Retention U.S. Person wishing to purchase Notes or the Residual Certificates must inform the Seller and the Joint Lead Managers that it is a Risk Retention U.S. Person.

This Prospectus does not constitute, and may not be used for the purpose of, an offer or a solicitation by anyone to subscribe for or purchase any of the Notes or the Residual Certificates in or from any country or jurisdiction where such an offer or solicitation is not authorised or is unlawful.

United States

The Notes have not been and will not be registered under the Securities Act or the securities laws of any state or any other relevant jurisdiction of the United States and therefore 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) except in reliance

on an exemption from registration requirements. Accordingly, the Notes are being offered and sold by the Joint Lead Managers solely to non-U.S. persons in offshore transactions in reliance on Regulation S.

Each of the Joint Lead Managers and the Seller (in each case only in respect of the Notes subscribed for by each of them) has agreed that, except as permitted by the Subscription Agreement, they will not offer, sell or deliver the Notes (a) as part of their distribution (if any) at any time or (b) otherwise until 40 days after the later of the commencement of the offering of the Notes and Residual Certificates or the Closing Date (the "**Distribution Compliance Period**") within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each affiliate or other dealer (if any) to which it sells Notes during the Distribution Compliance Period 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. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act. See the section entitled "*Transfer Restrictions and Investor Representations*". In addition, the Notes cannot be resold in the United States or to U.S. persons unless they are subsequently registered or an exemption from registration is available.

In addition, until 40 days after the later of the commencement of the offering of the Notes and Residual Certificates and the Closing Date, an offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

This Prospectus has been prepared by the Issuer for use in connection with the offer and sale of the Notes outside the United States. The Issuer and each of the Joint Lead Managers reserve the right to reject any offer to purchase the Notes, in whole or in part, for any reason. This Prospectus does not constitute an offer to any person in the United States or to any U.S. person. Distribution of this Prospectus by any non U.S. person outside the United States to any U.S. person or to any other person within the United States, other than those persons, if any, retained to advise such non U.S. person with respect thereto, is unauthorised and any disclosure, without the prior written consent of the Issuer, of any of its contents to any such U.S. person or other person within the United States, other than those persons, if any, retained to advise such non U.S. person, is prohibited.

United Kingdom

Prohibition of sales to UK Retail Investors

Each of the Arranger and the Joint Lead Managers has represented and agreed that it has not offered, sold, distributed or otherwise made available and will not offer, sell, distribute or otherwise make available any Notes to any retail investor in the United Kingdom. For the purposes of this provision, the expression "**retail investor**" means a person who is either one (or both) of the following:

(a) not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of 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 ("**EUWA**"); or

(b) not a qualified investor as defined in paragraph 15 of Schedule 1 to the Public Offers and Admissions to Trading Regulations 2024.

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 buy or subscribe for the Notes.

Other regulatory restrictions

Each of the Joint Lead Managers has represented to and agreed with the Issuer that:

(a) it has only communicated or caused to be communicated, and will only communicate or cause to be communicated, an 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) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

Prohibition of Sales to EEA Retail Investors

Each of the Arranger and the Joint Lead Managers has represented and agreed 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 European Economic Area. For the purposes of this provision, the expression "**retail investor**" means a person who is one (or more) of the following:

(a) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or

(b) a customer within the meaning of the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or

(c) not a qualified investor as defined in the Regulation (EU) 2017/1129 (as amended),

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 the Notes.

General

Each of the Issuer, the Arranger, the Joint Lead Managers and the Seller has acknowledged that, save for having obtained the approval of the Prospectus as a prospectus in accordance with the PRM, applying for the admission of the Notes to listing on the Official List and to trading on the London Stock Exchange and applying for the admission of the Notes to trading on its regulated market, no action has been taken by the Issuer, the Arranger, the Joint Lead Managers or the Seller that would, or is intended to, permit a public offer of the Notes or the Residual Certificates in any country or jurisdiction where any such action for that purpose is required. Accordingly, each of the Issuer, the Arranger and the Joint Lead Managers has undertaken that it will not, directly or indirectly, offer or sell any Notes or the Residual Certificates 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 or the Residual Certificates in any country or jurisdiction except under circumstances that will, to the best of its knowledge and belief, result in compliance with any applicable laws and regulations and all offers and sales of Notes or the Residual Certificates by it will be made on the same terms. Notwithstanding the foregoing, none of the Arranger or the Joint Lead Managers will have any liability to the Issuer or the Seller for compliance by the Issuer or the Seller or any other person with the U.S. Risk Retention Rules.

TRANSFER RESTRICTIONS AND INVESTOR REPRESENTATIONS

Offers and Sales

Neither the Notes (including interests therein represented by a Global Note, a Registered Definitive Note or a Book-Entry Interest) nor any Residual Certificates (including interests therein represented by a Global Certificate, a Definitive Certificate or a Book-Entry Interest have been and will not be registered under the Securities Act or the securities laws of any state or other jurisdiction of the United States, and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S)) unless registered or pursuant to an exemption from, or transaction not subject to, such registration requirements. Accordingly, the Notes are being offered and sold in offshore transactions in reliance on Regulation S.

Any offers, sales or deliveries of the Notes and Residual Certificates in the United States or to U.S. persons by an investor purchasing in an offshore transaction in reliance on Regulation S prior to the date that is 40 days after the later of the commencement of the offering of the Notes and Residual Certificates and the Closing Date, may constitute a violation of United States law.

Investor Representations and Restrictions on Resale

Each purchaser of the Notes or the Residual Certificates (which term for the purposes of this section will be deemed to include any interests in the Notes or the Residual Certificates, including Book-Entry Interests) (each initial purchaser of Notes or Residual Certificates, together with each subsequent transferee of Notes or Residual Certificates, is referred to herein as the "**Purchaser**") will be deemed to have represented and agreed as follows (terms used in this section but not otherwise defined have the meaning given to them under Regulation S):

(a) if the purchaser purchased the Notes or the Residual Certificates during the initial syndication of the Notes or the Residual Certificates, such purchaser (1) either (i) is not a Risk Retention U.S. Person or (ii) has obtained a U.S. Risk Retention Consent, (2) is acquiring such Note, Residual Certificate or a beneficial interest therein for its own account and not with a view to distribute such Notes or Residual Certificates and (3) is not acquiring such Note, Residual Certificate or a beneficial interest therein as part of a scheme to evade the requirements of the U.S. Risk Retention Rules (including acquiring such Note through a non-Risk Retention U.S. Person, rather than a Risk Retention U.S. Person, as part of a scheme to evade the 10 per cent. Risk Retention U.S. Person limitation in the exemption provided for in Section 20 of the U.S. Risk Retention Rules);

(b) the Notes or the Residual Certificates have not been and will not be registered under the Securities Act and such Notes or the Residual Certificates are being offered only in a transaction that does not require registration under the Securities Act and, if such purchaser decides to resell or otherwise transfer such Notes or the Residual Certificates, then it agrees that it will offer, resell, pledge or transfer such Notes or the Residual Certificates only (i) to a Purchaser who is not a U.S. person (as defined in Regulation S) or an affiliate of the Issuer or a person acting on behalf of such an affiliate, and who is not acquiring the Notes or the Residual Certificates for the account or benefit of a U.S. person and who is acquiring the Notes or the Residual Certificates in an offshore transaction in reliance on an exemption from registration in accordance with Rule 903 or Rule 904 of Regulation S, or (ii) in reliance on another exemption from the registration requirements under the Securities Act, in each case in accordance with any applicable securities laws of any state or other jurisdiction of the United States, provided that the agreement of such purchaser is subject to any requirement of law that the disposition of the purchaser's property shall at all times be and remain within its control;

(c) during the applicable distribution compliance period, such Purchaser shall notify each transferee of Notes or the Residual Certificates (as applicable) from it that (i) such Notes or the Residual Certificates have not been registered under the Securities Act, (ii) the holder of such Notes or the Residual

Certificates is subject to the restrictions on the resale or other transfer thereof described in paragraph (b) above, (iii) such transferee shall be deemed to have represented that such transferee is acquiring the Notes or the Residual Certificates in an offshore transaction and that such transfer is made pursuant to an exemption from registration in accordance with Rule 903 or Rule 904 of Regulation S and (iv) such transferee shall be deemed to have agreed to notify its subsequent transferees as to the foregoing; and

(d) the Issuer, the Registrar, the Arranger, the Joint Lead Managers and their affiliates and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements.

The Notes bear a legend to the following effect:

THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**") OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND, ACCORDINGLY, MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) (1) AS PART OF THEIR DISTRIBUTION AT ANY TIME OR (2) OTHERWISE PRIOR TO THE DATE THAT IS 40 DAYS AFTER THE LATER OF THE COMMENCEMENT OF THE OFFERING OF THE NOTES AND THE RESIDUAL CERTIFICATES AND THE CLOSING OF THE OFFERING OF THE NOTES, EXCEPT IN RELIANCE ON AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES.

PRIOR TO THE DATE THAT IS 40 DAYS AFTER THE LATER OF THE COMMENCEMENT OF THE OFFERING OF THE NOTES AND RESIDUAL CERTIFICATES AND THE CLOSING OF THE OFFERING OF THE NOTES, ANY TRANSFER OF THE NOTES MAY ONLY BE MADE TO A NON-U.S. PERSON IN AN OFFSHORE TRANSACTION MEETING THE REQUIREMENTS OF RULE 903 OR 904 OF REGULATION S UNDER THE SECURITIES ACT (REGULATION S). ANY PURPORTED TRANSFER OF THIS NOTE THAT DOES NOT COMPLY WITH THE FOREGOING REQUIREMENTS SHALL BE NULL AND VOID AB INITIO. THE ISSUER HAS NOT BEEN REGISTERED AND DOES NOT INTEND TO REGISTER AS AN INVESTMENT COMPANY UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED.

EXCEPT WITH THE PRIOR WRITTEN CONSENT OF THE SELLER (A "**U.S. RISK RETENTION CONSENT**") AND WHERE SUCH SALE FALLS WITHIN THE EXEMPTION PROVIDED BY SECTION 20 OF THE FINAL RULES PROMULGATED UNDER SECTION 15G OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED (THE "**U.S. RISK RETENTION RULES**"), THIS NOTE AND BENEFICIAL INTERESTS HEREIN MAY NOT BE PURCHASED BY, OR FOR THE ACCOUNT OR BENEFIT OF, ANY "U.S. PERSON" AS DEFINED IN THE U.S. RISK RETENTION RULES ("**RISK RETENTION U.S. PERSONS**"). EACH PURCHASER OF THE NOTES OR THE RESIDUAL CERTIFICATES OR A BENEFICIAL INTEREST HEREIN ACQUIRED IN THE INITIAL SYNDICATION OF THE NOTES OR THE RESIDUAL CERTIFICATES BY ITS ACQUISITION OF THIS NOTE OR RESIDUAL CERTIFICATE OR A BENEFICIAL INTEREST HEREIN, WILL BE DEEMED TO HAVE MADE, AND IN CERTAIN CIRCUMSTANCES WILL BE REQUIRED TO MAKE, CERTAIN REPRESENTATIONS AND AGREEMENTS, INCLUDING THAT IT (1) EITHER (i) IS NOT A RISK RETENTION U.S. PERSON OR (ii) IT HAS OBTAINED A U.S. RISK RETENTION CONSENT FROM THE SELLER, (2) IS ACQUIRING SUCH NOTE OR A BENEFICIAL INTEREST THEREIN FOR ITS OWN ACCOUNT AND NOT WITH A VIEW TO DISTRIBUTE SUCH NOTE, AND (3) IS NOT ACQUIRING SUCH NOTE OR RESIDUAL CERTIFICATE OR A BENEFICIAL INTEREST THEREIN AS PART OF A SCHEME TO EVADE THE REQUIREMENTS OF THE U.S. RISK RETENTION RULES (INCLUDING ACQUIRING SUCH NOTE THROUGH A NON-RISK RETENTION U.S. PERSON, RATHER THAN A RISK RETENTION U.S. PERSON, AS PART OF A SCHEME TO EVADE THE 10

PER CENT. RISK RETENTION U.S. PERSON LIMITATION IN THE EXEMPTION PROVIDED FOR IN SECTION 20 OF THE U.S. RISK RETENTION RULES).

EACH PURCHASER OR HOLDER OF THIS NOTE OR RESIDUAL CERTIFICATE (OR ANY INTEREST HEREIN) SHALL BE DEEMED TO HAVE REPRESENTED, WARRANTED AND AGREED BY SUCH PURCHASE AND/OR HOLDING THAT IT IS NOT, AND IS NOT USING THE ASSETS OF, AND SHALL NOT AT ANY TIME HOLD THIS NOTE FOR OR ON BEHALF OF, A BENEFIT PLAN INVESTOR OR A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN WHICH IS SUBJECT TO ANY FEDERAL, STATE, LOCAL OR NON-U.S. LAW OR REGULATION THAT IS SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED, ("**ERISA**") OR SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**"). THE TERM "BENEFIT PLAN INVESTOR" SHALL MEAN (I) AN "EMPLOYEE BENEFIT PLAN" (AS DEFINED IN SECTION 3(3) OF ERISA), WHICH IS SUBJECT TO TITLE I OF ERISA, (II) A "PLAN" AS DEFINED IN SECTION 4975(e)(1) OF THE CODE TO WHICH SECTION 4975 OF THE CODE APPLIES, OR (III) AN ENTITY WHOSE UNDERLYING ASSETS INCLUDE PLAN ASSETS BY REASON OF ANY SUCH EMPLOYEE BENEFIT PLAN'S OR PLAN'S INVESTMENT IN THE ENTITY UNDER U.S. DEPARTMENT OF LABOR REGULATIONS AT 29 C.F.R. § 2510-101, AS MODIFIED BY SECTION 3(42) OF ERISA.

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. BECAUSE OF THE FOREGOING RESTRICTIONS, PURCHASERS OF NOTES OR RESIDUAL CERTIFICATES ARE ADVISED TO CONSULT LEGAL COUNSEL PRIOR TO MAKING ANY OFFER, RESALE, PLEDGE OR TRANSFER OF SUCH SECURITIES OFFERED AND SOLD.

GENERAL INFORMATION

Authorisation

The issue of the Notes and Residual Certificates was authorised pursuant to a resolution of the board of directors of the Issuer passed on 16 September 2026.

Listing of Notes

Application has been made to the Official List of the FCA for the Notes to be admitted to the official list and to trading on the main market of the London Stock Exchange. There can be no assurance that any such approval will be granted or, if granted, that such listing will be maintained. The main market of the London Stock Exchange is a regulated market for the purposes of UK MiFIR.

The Residual Certificates will neither be listed on the London Stock Exchange's main market nor be admitted to the Official List.

Documents Available

For the life of the Prospectus and for so long as the Notes are listed on the Official List and admitted to trading on the main market of the London Stock Exchange, physical copies of the following documents may be inspected at the registered office of the Issuer (and, with the exception of paragraph (a) below at the specified office of the Paying Agents) during usual business hours, on any weekday (public holidays excepted) and electronic copies of the following documents may be inspected in a manner consistent with the requirements of SECN 6.3 and, for these purposes, the information is made available to the Noteholders, the FCA, the Bank of England, the PRA and/or the Pensions Regulator (or their successors) and, upon request, to potential investors in the Notes, on the UK Securitisation Repository Website and on the Reporting Website:

(a) the memorandum and articles of association of each of the Issuer and Holdings;

(b) the Agency Agreement, the Deed of Charge, the Cash Management Agreement, the Master Definitions and Construction Schedule, the Mortgage Sale Agreement, the Corporate Services Agreement, the Bank Account Agreement, any Custody Agreement, the Collection Account Declaration of Trust, the Expenses Account Declaration of Trust, the Servicing Agreement, the Liquidity Facility Agreement, the Bank Account Agreement, the Share Trust Deed, the Cross-collateral Mortgage Rights Accession Deed, the Deed Poll, the Trust Deed and the Swap Agreement; and

(c) the most recently published audited annual financial statements of the Issuer. The Issuer does not publish interim accounts.

Cleared Notes

The Notes and the Residual Certificates have been accepted for clearance through Euroclear and Clearstream, Luxembourg under the following ISINs and Common Codes:

Class of Notes/ Residual Certificates	ISIN	Common Code
Class A Notes	XS3487811112	348781111
Class B Notes	XS3487811385	348781138
Class C Notes	XS3487811468	348781146
Class D Notes	XS3487811542	348781154
Class E Notes	XS3487811898	348781189
Class X1 Notes	XS3487811971	348781197
Class X2 Notes	XS3487812193	348781219

Class of Notes/ Residual Certificates	ISIN	Common Code
RC1 Residual Certificates	XS3487815451	348781545
RC2 Residual Certificates	XS3487817820	348781782

The Notes and the Residual Certificates have the following CFIs and FISNs codes:

Class of Notes	CFI	FISN
Class A Notes	DGVNFR	ATLAS FUNDING 2/VARMBS 20680620
Class B Notes	DGVXFR	ATLAS FUNDING 2/VARMBS 20680620 SU
Class C Notes	DGVXFR	ATLAS FUNDING 2/VARMBS 20680620 SU
Class D Notes	DGVXFR	ATLAS FUNDING 2/VARMBS 20680620 SU
Class E Notes	DGVXFR	ATLAS FUNDING 2/VARMBS 20680620 SU
Class X1 Notes	DGVXFR	ATLAS FUNDING 2/VARMBS 20680620 SU
Class X2 Notes	DGVXFR	ATLAS FUNDING 2/VARMBS 20680620 SU
RC1 Residual Certificates	DGXXFR	ATLAS FUNDING 2/MBS 20680620 SUB
RC2 Residual Certificates	DGXXFR	ATLAS FUNDING 2/MBS 20680620 SUB

Significant or Material Change

Since 6 August 2026 and 4 August 2026 (being the date of incorporation of each of the Issuer and Holdings, respectively), there has been (a) no material adverse change in the financial position or prospects of the Issuer or Holdings and (b) no significant change in the financial or trading position of the Issuer or Holdings.

Litigation

None of the Issuer or Holdings is or has been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer or Holdings respectively is aware) since 6 August 2026 and 4 August 2026 (being the date of incorporation of each of the Issuer and Holdings, respectively) which may have, or have had in the recent past, significant effects upon the financial position or profitability of the Issuer or Holdings (as the case may be).

Accounts

No statutory or non-statutory accounts within the meaning of Sections 434 and 435 of the Companies Act 2006 (as amended) in respect of any financial year of the Issuer have been prepared. The accounting reference date of the Issuer is 31 December and the first statutory accounts of the Issuer will be drawn up to 31 December 2027.

Post-issuance information

UK Securitisation Framework Reporting

The Issuer will procure that the Cash Manager will prepare the monthly UK Investor Report detailing, *inter alia*, certain aggregated loan data in relation to the Portfolio as required by and in accordance with SECN 6.2.1R(5), SECN 11 (including its Annexes) and SECN 12 (including its Annexes), and shall procure that the Cash Manager delivers such reports to the Servicer in accordance with the provisions of the Cash Management Agreement.

The Issuer will procure that the Servicer will prepare on a monthly basis certain loan-by-loan information in relation to the Portfolio in respect of each Collection Period as required by and in accordance with SECN 6.2.1R(1) and SECN 11 (including its Annexes) and SECN 12 (including its Annexes) (and which shall be provided simultaneously with the UK Investor Report and in accordance with SECN 6.2.2R and in the form

of the standardised template set out in SECN 11 Annex 2R and SECN 12 Annex 2R or as otherwise agreed between the Issuer and the Servicer) (the "**UK SR Data Tape**").

The Servicer will publish each UK Investor Report and each UK SR Data Tape in a manner consistent with the requirements of SECN 6.3 and, for these purposes, the information is made available to the Noteholders, the FCA, the Bank of England, the PRA and/or the Pensions Regulator (or their successors) and, upon request, to potential investors in the Notes, on the UK Securitisation Repository Website, no later than one month after the Interest Payment Date in relation to which such reports were prepared.

The Issuer shall also procure that the Servicer shall publish in a manner consistent with the requirements of SECN 6.3 and, for these purposes, the information is made available to the Noteholders, the FCA, the Bank of England, the PRA and/or the Pensions Regulator (or their successors) and, upon request, to potential investors in the Notes, on the UK Securitisation Repository Website:

(a) any information required to be reported pursuant to SECN 6.2.1R(6), SECN 6.2.1R(7), SECN 11 (including its Annexes) and SECN 12 (including its Annexes) (as applicable) without delay. Such information will also be made available, on request, to potential holders of the Notes; and

(b) within 15 days of the issuance of the Notes, copies of the Transaction Documents and this Prospectus.

The Servicer shall make the information referred to above available to the holders of any of the Notes, relevant competent authorities and, upon request, to potential investors in the Notes not later than one month after the Interest Payment Date in relation to which such information was prepared. To the extent any technical standards prepared under the UK Securitisation Framework come into effect after the date of this Prospectus and require such reports or information to be published in a different manner or on a different website, the Issuer shall procure that the Servicer complies with the requirements of such technical standards when publishing such reports or information.

In such circumstances, the Issuer and the Servicer and (if required and in respect of any changes in relation to the UK Investor Report only) the Cash Manager shall consult in good faith regarding the reporting contemplated under the UK Transparency Rules and may agree in writing any changes to the form, content, method of distribution and frequency of the UK Investor Report and UK SR Data Tape to ensure compliance with the requirements of the UK Transparency Rules. If any changes are agreed, the Issuer, Lendco, Servicer, the Security Trustee and the Cash Manager may enter for these purposes into any amendment agreement to the Servicing Agreement and/or the Cash Management Agreement as the case may be.

The Issuer confirms that the Servicer has made available loan level data information on the Provisional Portfolio, the draft Transaction Documents, the draft Prospectus and the draft UK STS Notification as required by SECN 6.2.1R prior to the pricing of the Notes to the competent authorities and (upon request) to potential investors in the Notes in a manner consistent with the requirements of SECN 6.3 and, for these purposes, the information is made available to the Noteholders, the FCA, the Bank of England, the PRA and/or the Pensions Regulator (or their successors) and, upon request, to potential investors in the Notes, on the UK Securitisation Repository Website.

Other than as outlined above, the Issuer does not intend to provide post issuance transaction information regarding the Notes or the Loans.

The Issuer confirms that Lendco has made available the draft Transaction Documents and the draft Prospectus and the draft UK STS Notification as required by the UK Transparency Rules prior to the pricing of the Notes to the competent authorities and (upon request) to potential investors in the Notes in a manner consistent with the requirements of the UK Transparency Rules and, the information is made available to the Noteholders, the FCA, the Bank of England, the PRA and/or the Pensions Regulator (or their successors) and, upon request, to potential investors in the Notes, on the UK Securitisation Repository Website, as well as any information required to be made available prior to pricing of the Notes pursuant to the UK Transparency Rules.

A Cash Flow Model (setting out the transaction cashflows) was made available on the UK Securitisation Repository Website prior to pricing of the Notes.

EU Securitisation Regulation Reporting

The Issuer will procure in respect of its contractually agreed obligations under Article 7 of the EU Securitisation Regulation that the Cash Manager will prepare the monthly EU Investor Report detailing, *inter alia*, certain aggregated loan data in relation to the Portfolio as required by and in accordance with Article 7(1)(e) of the EU Securitisation Regulation and the EU Article 7 Technical Standards applicable as at the Closing Date (subject to the remainder of this section "*EU Securitisation Regulation Reporting*"), and shall procure that the Cash Manager delivers such reports to the Servicer in accordance with the provisions of the Cash Management Agreement.

The Issuer has appointed the Servicer to perform certain of the Issuer's contractually agreed obligations under Article 7 of the EU Securitisation Regulation, as such requirements exist solely on the Closing Date.

The Issuer will procure in respect of its contractually agreed obligations under Article 7 of the EU Securitisation Regulation that the Servicer will prepare on a monthly basis certain loan-by-loan information in relation to the Portfolio in respect of each Collection Period as required by and in accordance with Article 7(1)(a) of the EU Securitisation Regulation and the EU Article 7 Technical Standards but solely as such articles and technical standards are interpreted and applied on the Closing Date (the "**EU SR Data Tape**"). The Servicer will publish each EU Investor Report, the Prospectus, each Transaction Document and each EU SR Data Tape in a manner consistent with the requirements of Article 7(2) of the EU Securitisation Regulation (as such requirements exist solely on the Closing Date) and, for these purposes, the information is made available to the Noteholders, the competent authorities and, upon request, to potential investors in the Notes, on the Reporting Website.

The Servicer shall publish without delay, (i) any inside information relating to the Issuer which the Issuer determines it is obliged to make pursuant to Article 7(1)(f) of the EU Securitisation Regulation and will be disclosed to the public by the Issuer, or (ii) any significant event pursuant to Article 7(1)(g) of the EU Securitisation Regulation, in each case in accordance with the EU Article 7 Technical Standards, as such requirements exist solely on the Closing Date.

In the case of each of the Issuer's contractually agreed obligations under Article 7 of the EU Securitisation Regulation described above, such obligations only apply:

(a) as such articles and/or requirements under the EU Securitisation Regulation and the EU Article 7 Technical Standards described above are interpreted and applied solely on the Closing Date (and, for the avoidance of doubt, neither the Issuer, the Seller, the Servicer nor the Cash Manager will be under any obligation to comply with any amendments to applicable EU technical standards, guidance or policy statements introduced after the Closing Date);

(b) in the form or template prescribed under the EU Securitisation Regulation and the EU Article 7 Technical Standards as at the Closing Date only or as otherwise adopted by the Servicer (in its sole discretion) from time to time;

(c) until such time when the Seller is able to certify to the Issuer and the Note Trustee that a competent EU authority has confirmed that the satisfaction of the requirements relating to the UK Securitisation Framework will also satisfy the requirements of Article 7 of the EU Securitisation Regulation due to the application of an equivalence regime or similar analogous concept;

(d) subject always to any requirement of law; and

(e) provided that:

(i) neither the Issuer, the Seller, the Servicer nor the Cash Manager will be in breach of such obligation if it fails to so comply due to events, actions or circumstances beyond its control; and

(ii) the Issuer, the Seller and the Servicer are only required to comply with such obligation to the extent that the disclosure requirements under Article 7 of the EU Securitisation Regulation and EU Article 7 Technical Standards (in each case, as in force as at the Closing Date) remain in effect.

Other than as outlined above, the Issuer does not intend to provide post issuance transaction information regarding the Notes or the Loans.

"**EBA**" means the European Banking Authority.

"**EEA**" means the European Economic Area.

"**EIOPA**" means the European Insurance and Occupational Pensions Authority.

"**ESMA**" means the European Securities and Markets Authority.

"**EU Article 7 ITS**" means Commission Implementing Regulation (EU) 2020/1225 including any relevant guidance and policy statements in relation thereto published by the EBA, the ESMA, the EIOPA (or their successor) or by the European Commission.

"**EU Article 7 RTS**" means Commission Delegated Regulation (EU) 2020/1224 including any relevant guidance and policy statements in relation thereto published by the EBA, the ESMA, the EIOPA (or their successor) or by the European Commission.

"**EU Article 7 Technical Standards**" means the EU Article 7 RTS and the EU Article 7 ITS.

STS reporting

Lendco, as originator, has procured that on or about the date of this Prospectus a UK STS Notification shall be submitted to FCA, in accordance with SECN 2.5, confirming that the UK STS Requirements have been satisfied with respect to the Notes. It is expected that the UK STS Notification will be available on the FCA STS Register website at https://data.fca.org.uk/#/sts/stssecuritisations (or its successor website). For the avoidance of doubt, this website and the contents thereof do not form part of this Prospectus. A draft version of the UK STS Notification was made available prior to pricing to potential investors in the Notes by way of the website on the UK Securitisation Repository Website and the Reporting Website.

No other activities since incorporation

Since the date of its incorporation, the Issuer has not entered into any contracts or arrangements not being in the ordinary course of business.

Websites

Any website referred to in this document does not form part of the Prospectus.

Miscellaneous

The Issuer confirms that the Loans 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 that this confirmation is based on the information available to the Issuer at the date of this Prospectus and may be

affected by the future performance of such assets backing the issue of the Notes. Investors are advised to review carefully any disclosure in the Prospectus together with any amendments or supplements thereto.

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