LOVELACE 01 CBP PLC

(Incorporated in England and Wales with limited liability, registered number 16711690)

Class	Initial Principal Amount	Issue Price	Reference Rate	Margin	Expected Ratings (Morningstar DBRS/ S&P)	Final Maturity Date
Class A Notes	£367,290,000	100.000000%	Compounded Daily SONIA	0.90% per annum	AAA (sf)/ AAA (sf)	The Interest Payment Date falling in December 2038
Class B Notes	£39,827,000	99.193004%	Compounded Daily SONIA	1.40% per annum	AA (high)(sf)/ AA- (sf)	The Interest Payment Date falling in December 2038
Class C Notes	£13,276,000	98.979572%	Compounded Daily SONIA	1.70% per annum	A (sf)/ A (sf)	The Interest Payment Date falling in December 2038
Class D Notes	£8,850,000	97.836019%	Compounded Daily SONIA	2.20% per annum	BBB (low) (sf)/ BBB (sf)	The Interest Payment Date falling in December 2038
Class E Notes	£4,425,000	96.740694%	Compounded Daily SONIA	3.00% per annum	BB (high) (sf)/ BB (sf)	The Interest Payment Date falling in December 2038
Class F Notes	£4,425,000	96.771350%	Compounded Daily SONIA	3.50% per annum	B (sf)/ B- (sf)	The Interest Payment Date falling in December 2038
Class Z Notes	£4,436,000	50.094086%	N/A	N/A	N/A	The Interest Payment Date falling in December 2038
Class X Notes	£6,638,000	97.632787%	N/A	N/A	N/A	The Interest Payment Date falling in December 2038
Certificates	N/A	N/A	N/A	N/A	N/A	N/A

The date of this Prospectus is 18 December 2025.

ARRANGER AND LEAD MANAGER

LLOYDS BANK CORPORATE MARKETS PLC

Issue Date	The Issuer will issue the Notes in the classes set out above and the Certificates on or about 23 December 2025 (the "**Closing Date**").
Standalone/ Programme issuance	Standalone issuance.
Listing	This Prospectus has been approved by the UK Financial Conduct Authority (the "**FCA**"), which is the competent authority under Regulation (EU) 2017/1129 as it forms part of domestic law of the UK by virtue of the EUWA "**UK Prospectus Regulation**". The FCA only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the UK Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer that is the subject of this Prospectus nor as an endorsement of the quality of the Notes that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes. Such approval relates to the Notes only and the FCA has not reviewed nor approved any information in this Prospectus in relation to the Certificates. Applications have been made to the FCA for the Notes to be admitted to listing on the Official List in accordance with section 74 of the Financial Services and Markets Act 2000 (the "**FSMA**") and to the London Stock Exchange plc (the "**London Stock Exchange**") for the Notes to be admitted to trading on its regulated market. References in this Prospectus to Notes being listed (and all related references) shall mean that such Notes have been admitted to trading on the Main Market of the London Stock Exchange. The Certificates will not be listed or admitted to trading. The Issuer intends that this Prospectus constitutes a transaction summary overview of the main features of the transaction contemplated herein for the purposes of SECN 6.2.1R(3) and Article 7(1)(c) of Chapter 2 of the PRA Securitisation Rules.
Underlying Assets	The Issuer will make payments (i) of principal and interest on the Notes and (ii) of Residual Payment Amounts on the Certificates from, *inter alia*, payments of principal and interest, in each case received from a portfolio of mortgage loans originated by Cynergy Bank plc ("**Cynergy**" or the "**Bank**") secured on residential buy-to-let properties, commercial properties and mixed-use (residential buy-to-let and commercial) properties in England, Wales and Scotland, and certain secured overdraft facilities linked to those mortgage loans to be sold by Cynergy in its capacity as Seller to the Issuer on the Closing Date and, following the Closing Date, during the Replenishment Period. See the sections entitled "*Description of the Portfolio and Servicing*", "*The Loans and the Overdrafts*" and "*Characteristics of the Provisional Portfolio*" for further details.

Credit Enhancement

Credit enhancement of the Notes is provided in the following manner:

- in relation to any Class of Collateralised Notes, the relevant overcollateralisation funded by Collateralised Notes ranking junior to such Class of Notes, if applicable, in the Priority of Payments;
- the amount by which Available Revenue Receipts exceed the amounts required to pay interest on the relevant Class of Notes in accordance with the Pre-Enforcement Revenue Priority of Payments and all other amounts ranking in priority thereto, which are applied to reduce the balance on the Principal Deficiency Ledger;
- on each Interest Payment Date, the amount by which amounts standing to the credit of the Flexible Reserve Fund Ledger exceed the amounts to be applied at item (a), item (b) and item (c) of the Pre-Enforcement Principal Priority of Payments, which shall be applied as Available Principal Receipts at item (d) et seq. of the Pre-Enforcement Principal Priority of Payments;
- on any date following the occurrence of a Set-off Reserve Fund Event on which a Set-off Indemnity Shortfall arises, amounts standing to the credit of the Set-off Reserve Fund, which shall be applied in accordance with the applicable Priority of Payments; and
- following delivery of an Enforcement Notice, in respect of all Notes all amounts credited to the Liquidity Reserve Fund Ledger, the Flexible Reserve Fund Ledger and the Set-off Reserve Fund Ledger (if applicable), subject to application in accordance with the Post-Enforcement Priority of Payments.

See the sections entitled "*Description of the Credit Structure and Cashflow*" and "*Credit Structure*" for further details. In relation to the Liquidity Reserve Fund, see the section entitled "*Credit Structure – Liquidity Reserve Fund and Liquidity Reserve Fund Ledger*" for further details. In relation to the Flexible Reserve Fund, see the section entitled "*Credit Structure – Available Revenue Receipts and Available Principal Receipts*" for further details. In relation to the Set-off Reserve Fund, see the section entitled "*Credit Structure – The Set-off Indemnity, Set-off Collateral and Set-off Reserve Fund*" for further details.

Liquidity Support

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;
- in respect of the Rated Notes only, the Principal Addition Amounts (subject to the limitations set out in the definition of Revenue Deficit); and

- in respect of the Class A Notes and the Class B Notes only, all amounts standing to the credit of the Liquidity Reserve Fund (subject to the limitations set out in the definition of Liquidity Deficit).

See the sections entitled "*Description of the Credit Structure and Cashflow*" and "*Credit Structure*" for further details. In relation to the Liquidity Reserve Fund, see the section entitled "*Credit Structure – Liquidity Reserve Fund and Liquidity Reserve Fund Ledger*".

Redemption and Cancellation Provisions

Information on any mandatory redemption of the Notes is summarised on page 70 ("*Summary of the Terms and Conditions of the Notes and the Certificates*") and set out in full in Condition 8 (*Redemption*) and Certificate Condition 6 (*Residual Payments*).

Certificates

In addition to the Notes, the Issuer will issue the Certificates on the Closing Date. The Certificates represent the right to receive deferred consideration for the purchase of the Portfolio (consisting of the Residual Payments).

The holder of the majority of the Certificates (excluding those Certificates held directly or indirectly by the Seller, unless the Seller holds 100 per cent. of the Certificates), will be the "**Portfolio Purchase Option Holder** and will have, in its capacity as the Portfolio Purchase Option Holder certain rights under the Deed Pool in connection with certain of the Call Options in respect of the Loans and Overdrafts in the Portfolio.

See the sections entitled "*Terms and Conditions of the Certificates*" and "*Summary of the Key Transaction Documents – Deed Poll*" for further details.

As of the date of this Prospectus, the Certificates will be cleared but will not be listed and will not be admitted to trading on any stock exchange.

Credit Rating Agencies

Morningstar DBRS and S&P (each a "**Rating Agency**" and together, the "**Rating Agencies**").

As of the date of this prospectus (the "**Prospectus**"), Morningstar DBRS is established in the UK, and registered under the UK CRA Regulation. As such Morningstar DBRS is 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 Ratings GmbH currently endorses credit ratings issued by Morningstar DBRS and is established in the European Union and registered under the EU CRA Regulation. DBRS Ratings GmbH is established in Germany and has been registered under the EU CRA Regulation and is included in the list of credit rating agencies published by ESMA on its website (https://www.esma.europa.eu/supervision/credit-rating-agencies/risk) in accordance with the EU CRA Regulation. There can be no assurance that DBRS Ratings GmbH will continue to endorse credit ratings issued by Morningstar DBRS.

As of the date of this prospectus (the "**Prospectus**"), S&P is established in the UK, registered under the UK CRA Regulation and included on the list of registered and certified credit rating

	agencies that is maintained by the FCA. As such S&P is 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. The ratings S&P has assigned to the Rated Notes are endorsed by S&P Global Ratings Europe Limited, which is established in the European Union. S&P Global Ratings Europe Limited is established in Ireland and has been registered under the EU CRA Regulation and is included in the list of credit rating agencies published by ESMA on its website (https://www.esma.europa.eu/supervision/credit-rating-agencies/risk) in accordance with the EU CRA Regulation. There can be no assurance that S&P Global Ratings Europe Limited will continue to endorse credit ratings issued by S&P.
Credit Ratings	The ratings assigned to the Rated Notes by Morningstar DBRS address (i) in respect of the Class A Notes, the likelihood of full and timely payment of all payments of interest on each Interest Payment Date, and (ii) in respect of all other Classes of Rated Notes, the time payment of interest only when such Class of Notes is the Most Senior Class and ultimate payment of principal. The ratings assigned by S&P address the likelihood of (a) full and timely payment to the holders of the Class A Notes of all payments of interest on each Interest Payment Date and (b) full and ultimate payment to the holders of the all other Classes of Rated Notes of principal and (in relation to each Class of Notes) ranking junior to the Class A Notes of interest on or prior to the Final Maturity Date. Ratings are expected to be assigned to each class of Rated Notes on or before the Closing Date. The assignment of a rating to each class of Rated Notes by any Rating Agency is not a recommendation to invest in any 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. No ratings will be assigned to the Class Z Notes, the Class X Notes or the Certificates.
Obligations	The Notes and the Certificates will be obligations of the Issuer alone and will not be guaranteed by, or be the responsibility of, any other entity named in the Prospectus.
Risk Retention Undertaking	On the Closing Date, the Seller will, as an originator for the purposes of the UK Securitisation Framework and the EU Securitisation Regulation (as in force on the Closing Date), retain on an ongoing basis a material net economic interest of not less than 5 per cent. in the securitisation in accordance with (a) the text of Article 6(3)(c) of Chapter 2 of the PRA Securitisation Rules (the "**Retention**") and (b) Article 6(3)(c) of the EU Securitisation Regulation (as in force on the Closing Date). As at the Closing Date, the Retention will be satisfied by the Seller selecting and holding a pool of randomly selected exposures equivalent to not less than 5 per cent. of the nominal value of the securitised exposures, where such non-securitised exposures would otherwise have been securitised in the securitisation, as required by the text of each of paragraph (c) of Article 6(3) of the PRA Securitisation Rules and paragraph (c) of Article 6(3) of the EU Securitisation Regulation (as in force on

the Closing Date). See the section entitled "*UK Securitisation Framework and EU Securitisation Regulation Requirements*" for further information.

The transaction described in this Prospectus is not intended to involve the retention by a sponsor of at least 5 per cent. of the credit risk of the securitized assets for purposes of compliance with the final rules promulgated under 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. See the section entitled "*Risk Factors – U.S. Credit Risk Retention*".

The Volcker Rule

The Issuer is of the view that it is not now, and immediately following the issuance of the Notes and the Certificates and the application of the proceeds thereof on the Closing Date will not be, a "covered fund" as defined in the regulations adopted under Section 13 of the Bank Holding Company Act of 1956, as amended, commonly known as the "Volcker Rule". In reaching this conclusion, although other exemptions or exclusions may be available, the Issuer has relied on the exemption from registration as an "investment company" under Section 3(c)(5) of the Investment Company Act, and, accordingly, may rely on the exemption from the definition of a "covered fund" under the Volcker Rule made available to certain issuers that do not rely solely on Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act for their exemption from registration under the Investment Company Act. However, the general effects of the Volcker Rule remain uncertain. If the Issuer is considered a "covered fund", the liquidity of the Notes may be adversely affected, since banking entities could be prohibited from investing the Notes. Any prospective investor in the Notes and the Certificates, including a U.S. or foreign bank or a subsidiary or other affiliate thereof, should consult its own legal advisers regarding such matters and other effects of the Volcker Rule. See the section entitled "*Risk Factors – Effects of the Volcker Rule on the Issuer*".

UK Benchmarks Regulation

Amounts payable on the Notes may be calculated by reference to SONIA, which is provided by the Bank of England. As at the date of this Prospectus, the Bank of England does not appear on the register of administrators and benchmarks established and maintained by the FCA pursuant to Article 36 of Regulation (EU) 2016/1011 as it forms part of domestic law of the United Kingdom by virtue of the EUWA (the "**UK Benchmark 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 Organization of Securities Commissions.

ERISA Considerations

The Notes and/or the Certificates are not designed for, and may not be purchased or held by any "employee benefit plan" as defined in Section 3(3) of ERISA, which is subject thereto, or any "plan" as defined in Section 4975 of 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 "plan", or by any governmental, church or non-

	U.S. plan which is subject to any state, local, other federal law of the United States or non-U.S. law that is substantially similar to the provisions of Section 406 of ERISA or Section 4975 of the Code ("**Similar Law**"), and each purchaser of the Notes and/or Certificates (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 and/or Certificates will not be, such an "employee benefit plan", "plan", person or governmental, church or non-U.S. plan subject to Similar Law.
Significant Investor	On the Closing Date, the Seller will: (a) subscribe and pay for all of the Class A Notes; and (b) receive (but not purchase) all of the Certificates in partial satisfaction of the consideration due and payable by the Issuer for the Portfolio, following which, the Seller may transfer all of the Certificates to one or more third-party investors. On the Closing Date, it is expected that one or more third party investors (which may include, without limitation, one or more funds, acting directly or through an affiliate) will collectively hold 100 per cent. of the Principal Amount Outstanding of the Notes (other than the Class A Notes). As a result, such investors, or related investors, as at the Closing Date, will be able to pass or block Noteholder resolutions of such Classes.

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 CERTIFICATES. PROSPECTIVE INVESTORS SHOULD BE AWARE OF THE ISSUES SUMMARISED IN THE SECTION.

IMPORTANT NOTICE

THE NOTES AND THE CERTIFICATES WILL BE OBLIGATIONS OF THE ISSUER ONLY. NEITHER THE NOTES NOR THE CERTIFICATES WILL BE OBLIGATIONS OF, OR THE RESPONSIBILITY OF, OR GUARANTEED BY, ANY PERSON OTHER THAN THE ISSUER. IN PARTICULAR, THE NOTES AND THE CERTIFICATES WILL NOT BE OBLIGATIONS OF, OR THE RESPONSIBILITY OF, OR GUARANTEED BY, ANY OF THE SELLER, THE WET FUNDING FACILITY PROVIDER, THE SWAP PROVIDER, THE ARRANGER, THE LEAD MANAGER, THE SERVICER, THE LEGAL TITLE HOLDER, THE CASH MANAGER, THE ISSUER ACCOUNT BANK, THE COLLECTION ACCOUNT BANK, HOLDINGS, THE CORPORATE SERVICES PROVIDER, THE BACK-UP SERVICER FACILITATOR, THE AGENT BANK, THE REGISTRAR, THE 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 (EACH A "RELEVANT PARTY" AND, TOGETHER, THE "RELEVANT PARTIES"). NO LIABILITY WHATSOEVER IN RESPECT OF ANY FAILURE BY THE ISSUER TO PAY ANY AMOUNT DUE UNDER THE NOTES AND THE 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 F Notes, the Class Z Notes and the Class X 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 F Notes, the Class Z Notes and the Class X Notes may be issued in definitive registered form under certain circumstances.

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

THE DISTRIBUTION OF THIS PROSPECTUS AND THE OFFERING OF THE NOTES AND THE 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 AND THE 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 UK PROSPECTUS REGULATION BY THE UK 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 AND THE CERTIFICATES OR DISTRIBUTION OF THIS PROSPECTUS IN ANY JURISDICTION WHERE ACTION FOR THAT PURPOSE IS REQUIRED. ACCORDINGLY, THE NOTES AND THE CERTIFICATES MAY NOT 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 ISSUER, THE ARRANGER AND THE LEAD MANAGER TO INFORM THEMSELVES ABOUT AND TO OBSERVE ANY SUCH RESTRICTIONS.

THE NOTES AND THE CERTIFICATES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION IN THE UNITED STATES OR ANY OTHER U.S. REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THE

NOTES AND THE CERTIFICATES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR UNDER THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND 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 PURSUANT TO AN EXEMPTION FROM OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN COMPLIANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. IN CONNECTION WITH THE OFFERING DESCRIBED HEREIN, THE SECURITIES WILL ONLY BE OFFERED AND SOLD OUTSIDE THE UNITED STATES IN "OFFSHORE TRANSACTIONS" TO PERSONS WHO ARE NOT U.S. PERSONS (AS DEFINED IN REGULATION S) PURSUANT TO REGULATION S. THERE HAS BEEN AND WILL BE NO PUBLIC OFFERING OF THE SECURITIES IN THE UNITED STATES. FOR A DESCRIPTION OF CERTAIN RESTRICTIONS ON RESALES OR TRANSFERS, SEE "*TRANSFER RESTRICTIONS AND INVESTOR REPRESENTATIONS*".

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 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, AND PERSONS WHO ARE NOT "U.S. PERSONS" UNDER REGULATION S MAY BE U.S. PERSONS UNDER THE U.S. RISK RETENTION RULES. EACH PURCHASER OF THE NOTES AND/OR THE CERTIFICATES OR A BENEFICIAL INTEREST THEREIN ACQUIRED IN THE INITIAL SYNDICATION OF THE NOTES AND THE CERTIFICATES, 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 CERTIFICATE, AS APPLICABLE, OR A BENEFICIAL INTEREST THEREIN FOR ITS OWN ACCOUNT AND NOT WITH A VIEW TO DISTRIBUTE SUCH NOTE OR CERTIFICATE, AS APPLICABLE, AND (3) IS NOT ACQUIRING SUCH NOTE OR CERTIFICATE, AS APPLICABLE, 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 CERTIFICATE, AS APPLICABLE, 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 initial and subsequent purchaser of the Notes and Certificates will be deemed by its acceptance of such Notes and Certificates to have made certain acknowledgements, representations and agreements intended to restrict the resale or other transfer of the Notes and Certificates as set out in the Subscription Agreement and as 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 and Certificates regarding the legality of investment therein by such prospective investor or purchaser under applicable legal investment or similar laws or regulations.

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 has led to the conclusion that: (i) the target market for the

Notes is eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**") and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law of the United Kingdom by virtue of the EUWA (as amended, "**UK MiFIR**"); and (ii) all channels for distribution of the Notes and the Certificates to eligible counterparties and professional clients are appropriate. Any distributor should take into consideration the manufacturers' target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes and the Certificates (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

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

PROHIBITION OF SALES TO UK 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 United Kingdom. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law of the United Kingdom by virtue of the EUWA; (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended ("**FSMA**") and any rules or regulations made thereunder to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of Regulation (EU) No 600/2014 as it forms part of domestic law of the United Kingdom by virtue of EUWA; or (iii) not a qualified investor (as defined in the UK Prospectus Regulation). Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of the domestic law of the United Kingdom by virtue of the EUWA, as amended (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the United Kingdom has been prepared and therefore offering or selling the Notes and the Certificates or otherwise making them available to any retail investor in the United Kingdom may be unlawful under the UK PRIIPs Regulation.

The UK PRIIPs regulation is to be repealed by virtue of the Financial Services and Markets Act 2023, but such revocation is yet to occur.

In November 2024, the Consumer Composite Investments (Designated Activities) Regulations 2024 (SI 2024/1198) were made and published on legislation.gov.uk, together with an explanatory memorandum. The Regulations set out the legislative basis for the new UK retail disclosure framework for consumer composite investments (CCIs) and replace existing law set out in the UK PRIIPs Regulation and related legislation. CCIs are investments and contracts of insurance (or any interest in an investment or contract of insurance) where the value or amount payable to the investor goes up or down because of exposure to reference values, which track the performance of a group of assets, or to the performance of one or more assets which are not directly purchased by the investor.

In December 2024, the FCA published a consultation paper on a new product information framework for CCIs (CP24/30). In early 2025, the FCA published a further consultation (CP25/9) with draft rules for consequential amendments and transitional provisions. This will also include proposals for the use of powers in Part 11 and Part 14 of FSMA in relation to CCIs. The FCA issued a policy statement (PS25/20) and final rules on 8 December 2025, with the application of the new CCI regime commencing in April 2026.

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 European Economic Area ("**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 article 4(1) of EU MiFID II) (ii) a customer within the meaning of Directive (EU) 2016/97 as it forms part of UK domestic law by virtue of the EUWA (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 EU MiFID II; or (iii) not a qualified investor (as defined in the EU Prospectus Regulation). Consequently no key information document required by Regulation (EU) No 1286/2014, as amended (the "**EU PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA or the United Kingdom has been prepared and therefore offering or selling the Notes and the Certificates or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.

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

Cynergy accepts responsibility for the information set out in the sections headed "*The Seller, the Servicer, the Wet Funding Facility Provider and the Legal Title Holder*", "*The Loans and the Overdrafts*", "*Characteristics of the Provisional Portfolio*", "*Characteristics of the United Kingdom Residential Mortgage Market*" and the initial paragraph in the section entitled "*Risk Retention Requirements*". To the best of the knowledge of Cynergy, the information contained in the sections 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 Cynergy 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 and the Certificates or their distribution.

The Cash Manager accepts responsibility for the information set out in the section headed "*The Cash Manager*". To the best of the knowledge of the Cash Manager, 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 the Cash Manager as to the accuracy or completeness of any information contained in this Prospectus (other than in the section referred to above) or any other information supplied in connection with the Notes and the Certificates or their distribution.

The Issuer Account Bank accepts responsibility for the information set out in the section headed "*Issuer Account Bank*". To the best of the knowledge of 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. No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Issuer Account Bank as to the accuracy or completeness of any information contained in this Prospectus (other than in the sections referred to above) or any other information supplied in connection with the Notes and the Certificates or their distribution.

The Trustee accepts responsibility for the information set out in the section headed "*The Trustee*". To the best of the knowledge and belief of the 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. No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Trustee as to the accuracy or completeness of any information contained in this Prospectus (other than in the sections referred to above) or any other information supplied in connection with the Notes and the Certificates or their distribution.

The Swap Provider accepts responsibility for the information set out in the section headed "*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. No representation, warranty or undertaking, express or implied, is

made and no responsibility or liability is accepted by the Swap Provider as to the accuracy or completeness of any information contained in this Prospectus (other than in the section referred to above) or any other information supplied in connection with the Notes and the Certificates or their distribution.

The Corporate Services Provider accepts responsibility for the information set out in the section headed "*The Corporate Services Provider*". To the best of the knowledge of the Corporate Services 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 the Corporate Services Provider as to the accuracy or completeness of any information contained in this Prospectus (other than in the section referred to above) or any other information supplied in connection with the Notes and the Certificates or their distribution.

The Arranger and the Lead Manager have not been responsible for providing and have not provided support, advice or otherwise to the Issuer or Cynergy in complying with the risk retention, disclosure and transparency obligations imposed on them under (i) the UK Securitisation Framework (on an ongoing basis) and/or (ii) the EU Securitisation Regulation (as in force on the Closing Date), in particular SECN 5, SECN 6, Articles 6 and 7 of Chapter 2 of the PRA Securitisation Rules and Articles 6 and 7 of the EU Securitisation Regulation (as in force on the Closing Date).

No person is authorised to give any information or to make any representation in connection with the offering or sale of the Notes and the Certificates other than those contained in this Prospectus and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, the Seller, the Trustee, the Arranger, the Lead Manager or any of their respective affiliates or advisers. Neither the delivery of this Prospectus nor any sale or allotment made in connection with the offering of the Notes and the Certificates shall, under any circumstances, create any implication or constitute a representation that there has been no change in the affairs of the Issuer or the Seller in the other information contained herein since the date hereof. The information contained in this Prospectus was obtained from the Issuer and the other sources identified herein, but no assurance can be given by the Seller, the Trustee, the Lead Manager or the Arranger as to the accuracy or completeness of such information. None of the Seller, the Trustee, the Lead Manager or the Arranger have separately verified the information contained herein. Accordingly, none of the Seller, the Trustee, the Lead Manager or the Arranger makes any representation, warranty or undertaking, express or implied, or accepts any responsibility, nor liability, with respect to the accuracy or completeness of any of the information in this Prospectus or any document or agreement relating to the Notes and the Certificates or any Transaction Document. None of the Seller, the Trustee, the Lead Manager or the Arranger shall be responsible for any matter which is the subject of any statement, representation, warranty or covenant of the Issuer contained in the Notes, the Certificates or any Transaction Documents, or any other agreement or document relating to the Notes, the Certificates or any Transaction Document, or for the execution, legality, effectiveness, adequacy, genuineness, validity, enforceability or admissibility in evidence thereof. In making an investment decision, investors must rely on their own examination of the terms of this offering, including the merits and risks involved. The contents of this Prospectus should not be construed as providing legal, business, accounting or tax advice. Each prospective investor should consult its own legal, business, accounting and tax advisers prior to making a decision to invest in the Notes and/or the Certificates.

This Prospectus does not constitute an offer of, or an invitation by or on behalf of, the Issuer, the Seller, the Trustee, the Lead Manager, the Arranger, or any of them to subscribe for or purchase any of the Notes or the Certificates in any jurisdiction where such action would be unlawful and neither this Prospectus, nor any part thereof, may be used for or in connection with any offer to, or solicitation by, any person in any jurisdiction or in any circumstances in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation.

Payments of interest and principal in respect of the Notes and payments in respect of the Certificates will be subject to any applicable withholding taxes without the Issuer or any other person being obliged to pay additional amounts to compensate Noteholders or Certificateholders, as applicable, for the lesser amounts the Noteholders or Certificateholders, as applicable, may receive as a result of such withholding.

In this Prospectus all references to "**pounds**", "**sterling**", "**GBP**" and "**£**" are references to the lawful currency for the time being of the United Kingdom of Great Britain and Northern Ireland (the "**United Kingdom**" or "**UK**").

In this Prospectus all references to the "**FCA**" are to the United Kingdom Financial Conduct Authority and any replacement thereof with powers and authority to regulate and/or supervise persons carrying on Regulated Mortgage Activities, and all references to the "**PRA**" are to the United Kingdom Prudential Regulation Authority.

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.

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 buy-to-let and commercial mortgage industry in the United Kingdom. Moreover, past financial performance should not be considered a reliable indicator of future performance and prospective purchasers of the Notes and the 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. None of the Trustee, the Arranger or the Lead Manager has attempted to verify any such statements, 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. None of the Issuer, the Seller, the Trustee, the Lead Manager or the Arranger assumes any obligation to update these forward-looking statements or to update the reasons for which actual results could differ materially from those anticipated in the forward-looking statements.

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RISK FACTORS

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

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

The purchase of the Notes 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. Before making an investment decision, prospective purchasers of the Notes should (i) ensure that they understand the nature of the Notes 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 it deems 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 is fully consistent with their respective financial needs, objectives and any applicable investment restrictions and is suitable for them. The Notes 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 involves the risk of a partial or total loss of investment.

For the avoidance of doubt, the Certificates are not being offered under this Prospectus and, accordingly, the following risk factors are not intended to address risks relevant to any prospective holder of the Certificates. Any risks set out herein which refer or apply to the Certificates are incidental and have been included for the benefit of the prospective investors insofar as such risks may be relevant to any investment decision in respect of the Certificates.

GENERAL CREDIT STRUCTURE RISKS

Liabilities under the Notes and the Certificates

The Notes and the Certificates will not be obligations of, or the responsibility of, or guaranteed by, any person other than the Issuer. No liability whatsoever in respect of any failure by the Issuer to pay any amount due under the Notes and the Certificates shall be accepted by any of the Transaction Parties or by any person other than the Issuer.

Limited recourse

The Notes and the Certificates will be limited recourse obligations of the Issuer. Other than the source of funds referred to in the following paragraph, the Issuer is not expected to have any other funds available to it to meet its obligations under the Notes and the Certificates. Upon enforcement of the Security by the 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) and payments under the Certificates,

then the Secured Creditors (which include the Noteholders and 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, payments thereunder) and such unpaid amounts shall be deemed to be discharged in full and any relevant payment rights shall be extinguished.

Limited source of Funds

The ability of the Issuer to meet its obligations to pay principal and interest on the Notes and payments under the Certificates and its operating and administrative expenses will be dependent solely on receipts from the Loans and Overdrafts in the Portfolio, interest earned on the Issuer Accounts (other than amounts representing interest earned on any Swap Collateral), income from any Authorised Investments, the Liquidity Reserve Fund (including any Liquidity Reserve Fund Excess Amount), amounts standing to the credit of the Flexible Reserve Fund on an Interest Payment Date in excess of the amounts to be applied at item (a), item (b) and item (c) of the Pre-Enforcement Principal Priority of Payments on that Interest Payment Date, (if applicable) amounts available to be applied as Available Principal Receipts or Available Revenue Receipts from amounts standing to the credit of the Set-off Reserve Fund and, following delivery of an Enforcement Notice, the amounts standing to the credit of the Flexible Reserve Fund and (if applicable) amounts standing to the credit of the Set-off Reserve Fund (applied in accordance with the terms of the Cash Management Agreement) and the net receipts under the Swap Agreements (excluding Swap Collateral other than a Swap Collateral Account Surplus). 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 Certificates. If such funds are insufficient, any such insufficiency will be borne by the Noteholders, Certificateholders and the other Secured Creditors, subject to the applicable Priority of Payments. The recourse of the Noteholders and the Certificateholders to the Charged Assets following delivery of an Enforcement Notice is described below (see further "*Security and insolvency considerations*" below).

Credit risk

The Issuer is subject to the risk of default in payment by the Borrowers and the failure by the Servicer, on behalf of the Issuer, to realise or recover sufficient funds under the arrears and default procedures in respect of any Loan, any related Overdraft and their Related Security in order to discharge all amounts due and owing by the relevant Borrower(s) under such Loan and or Overdraft, which may adversely affect payments on the Notes and the Certificates. This risk is mitigated to some extent by certain credit enhancement features which are described in the section entitled "*Credit Structure*". However, no assurance can be made as to the effectiveness of such credit enhancement features, or that such credit enhancement features will protect the Noteholders and Certificateholders from all risk of loss. Should there be credit losses arising in respect of the Loans or Overdrafts, this could have an adverse effect on the ability of the Issuer to make payments of interest and/or principal on the Notes and payments under the Certificates.

Liquidity of the Issuer

The Issuer is subject to the risk of insufficiency of funds on any Interest Payment Date as a result of payments being made late by Borrowers (if, for example, such payment is made after the end of the Collection Period immediately preceding the Interest Payment Date). This risk is addressed in respect of certain of the Notes by the provision of liquidity from alternative sources including: (i) in the case of the Class A Notes and the Class B Notes, the Liquidity Reserve Fund Release Amounts (subject to the limitations set out in the definition of Liquidity Deficit); and (ii) in the case of all of the interest-bearing Notes, the use of Principal Addition Amounts (subject to the limitations set out in the definition of Revenue Deficit). However, no assurance can be made as to the effectiveness of such

liquidity support features, or that such features will protect the Noteholders from all risk of delayed payment and/or loss.

Subordination of the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes, the Class Z Notes, the Class X Notes and the Certificates

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.

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 in relation to payment of interest and principal, as provided in the Conditions and the Transaction Documents.

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 in relation to payment of interest and principal, as provided in the Conditions and the Transaction Documents.

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 subordinate to the Class A Notes, the Class B Notes and the Class C Notes in relation to payment of interest and principal, as provided in the Conditions and the Transaction Documents.

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 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 and principal, as provided in the Conditions and the Transaction Documents.

The Class F 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 in relation to payment of interest and principal, as provided in the Conditions and the Transaction Documents.

The Class Z Notes, rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of 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 F Notes in relation to payment of principal, as provided in the Conditions and the Transaction Documents. The Class Z Notes are not interest-bearing.

The Class X Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of principal at all times, but subordinate to payments of interest on the Class A Notes, the Class B Notes, the Class C Notes, Class D Notes, the Class E Notes, and the Class F Notes, as provided in the Conditions and the Transaction Documents. The Class X Notes are not interest-bearing.

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

In addition to the above, payments on the Notes and the Certificates are subordinate to payments of certain fees, costs and expenses payable to the other Secured Creditors (including, amongst others, the Trustee, the Issuer Account Bank, the Swap Provider (other than (in respect of the Notes) certain subordinated swap payments), the Servicer, the Back-Up Servicer Facilitator, the Cash Manager, the Paying Agents, the Registrar and the Agent Bank) and certain third parties. For further information on the likely costs payable to such Secured Creditors, please see "*Description of the Fees*" below.

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 will be the first to see their claims against the Issuer unfulfilled and/or deferred. 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) from all or any risk of loss.

The priority of the Notes and the Certificates are further set out in "*Cashflows – Application of Available Revenue Receipts Prior to the Delivery of an Enforcement Notice on the Issuer", "Cashflows – Application of Available Principal Receipts prior to the delivery of an Enforcement Notice on the Issuer*" and "*Cashflows – Distributions Following the Delivery 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.

Limitations on enforcement

No Noteholder or 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 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 the Trustee, having become bound so to do, fails to do so within a reasonable period and such failure shall be continuing, **provided that** no Noteholder or Certificateholder shall be entitled to take any steps or proceedings to procure the winding-up, administration or liquidation of the Issuer in any circumstances.

Termination payments under the Swap Transaction

A Swap Transaction may be terminated and a termination payment by either the Issuer or the Swap Provider may be payable to the other party. The amount of such payment will be based on where all Swap Transactions are terminated due to a Swap Provider Default, Swap Provider Downgrade Event or certain other limited circumstances as set out in the Swap Agreement or where one or more Swap Transactions are terminated in any other circumstances, the close- out methodology as set out in the ISDA Master Agreement which will reflect, amongst other things, the cost of entering into a replacement transaction at the time and 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.

The Issuer may terminate a Swap Transaction for a number of reasons, including but not limited to termination of a Swap Transaction in connection with the repurchase by the Seller of certain Repurchase Loans under the Mortgage Sale Agreement (see the section headed "*Summary of the Key Transaction Documents – Mortgage Sale Agreement – Repurchase by the Seller*" for further information) and in such circumstances no replacement swap will be entered into as the purpose of such termination is to reduce the notional amount of the Swap Transactions under the Swap Agreement. To the extent a termination payment (along with any additional amounts required to be paid by the Issuer following termination of a Swap Transaction, including any extra costs incurred in entering into a replacement swap or swaps if relevant) is due by the Issuer to the Swap Provider and amounts standing to the credit of the Swap Collateral Accounts that are applied in accordance with the Swap Collateral Account Priority of Payments (if any) are not sufficient to satisfy such termination payment, any shortfall shall be paid in accordance with the applicable Priority of Payments. Any termination payment (and any additional amounts) due to be paid by the Issuer to the Swap Provider in accordance with the applicable Priority of Payments will rank prior to payments in respect of the Notes and Certificates (other than in respect of any Swap Subordinated Amounts). This may lead to the Issuer not having sufficient funds available to pay interest and principal on the Notes and make payments under the Certificates.

No assurance can be given as to (i) the ability of the Issuer to enter into one or more replacement swap transactions following the termination of the Swap Transaction; (ii) if a termination payment is due and payable from a Swap Provider to the Issuer, that such termination payment shall be sufficient, to the extent required, to purchase a replacement swap transaction from a replacement Swap Provider; and (iii) if one or more replacement swap transactions are entered into, that the credit rating of the replacement Swap Provider will be sufficiently high to prevent a downgrade of any Notes by the Rating Agencies.

Deferral of Interest Payments on the Notes and Payments under the Certificates

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 in respect of any Class of Notes (other than the Most Senior Class) after having paid or provided for items of higher priority in the Pre-Enforcement Revenue Priority of Payments, then the Issuer will be entitled under Condition 18 (*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 as the relevant Class of Notes becomes due and repayable in full in accordance with the Conditions. Any such deferral in accordance with the Conditions will not constitute an Event of Default. Payments on the Certificates will be dependent on the availability of funds of the Issuer to make such payments after providing for items of higher priority in the Pre-Enforcement Revenue Priority of Payments and failure to pay timely interest on the Most Senior Class (other than in respect of interest previously deferred while that Class of Notes was not the Most Senior Class) shall constitute an Event of Default under the Notes which may result in the Trustee enforcing the Security.

Accordingly, in circumstances where there are insufficient funds to make payments in full of amounts of interest on Classes of Notes other than the Most Senior Class, Noteholders of that Class or those Classes of Notes will not receive payment and will be deferred for an undetermined period of time resulting in delays on payment on the Notes other than the Most Senior Class.

Considerations Relating to Yield and Mandatory Redemption

Prepayments under Loans and Overdrafts

The yield to maturity on the Notes will depend on, among other things, the amount and timing of payment of principal and interest on the Loans and Overdrafts. Prepayments on the Loans and Overdrafts may result from early repayment of the Loans or Overdrafts by the relevant Borrower (whether through refinancing or otherwise), sales of Properties by Borrowers (voluntarily, including in connection with in connection with refinancings, or as a result of enforcement proceedings under the relevant Mortgages), as well as the receipt of proceeds under any applicable insurance policies. The yield to maturity of the Notes may be adversely affected by, among other things, a higher or lower than anticipated rate of prepayments on the Loans and Overdrafts.

The rate of repayment and prepayment of Loans and Overdrafts is influenced by a wide variety of economic, social and other factors, including prevailing mortgage market interest rates, the availability of alternative financing, local and regional economic conditions and yield compression on the leasing of properties which may be due to a number of factors including, but not limited to, interest rate rises. However, the rate of payment cannot be predicted. Subject to the terms and conditions of the Loans and Overdrafts, a Borrower may "overpay" or prepay principal at any time. No assurance can be given as to the level of prepayments that the Portfolio will experience. Accelerated prepayments may lead to a reduction in the weighted average life of the Notes, including where the amount of Principal Receipts received by the Issuer from such prepayments exceeds the amount required by the Issuer to be applied, in accordance with the Pre-enforcement Principal Priority of Payments, to make repayments under the Wet Funding Facility, to be applied in the payment of Subsequent Purchase Price (if and to the extent not paid by the Issuer on the relevant Sale Date or the relevant Drawing Date, as applicable, from amounts drawn under the Wet Funding Facility) and/or to reach the Flexible Reserve Fund Required Amount and/or more generally, after the expiry of the Replenishment Period. See also the section entitled "*Overpayments and Early Repayment Charges*". Generally, when market interest rates increase, borrowers are less likely to prepay their mortgage loans, while conversely, when market interest rates decrease, borrowers (in particular those paying by reference to a fixed interest rate, where there are no or minimal associated early repayment charges) are generally more likely to prepay their mortgage loans. Borrowers may prepay mortgage loans when they refinance their loans or sell their properties (either voluntarily or as a result of enforcement action taken).

Payment of Subsequent Purchase Price by the Issuer during the Replenishment Period

Each Authorised Overdraft which is sold to the Issuer on the Closing Date is sold, as at that date, by reference to its Principal Balance plus any Undrawn Amount thereunder as at the Cut-off Date. The purchase price payable on the Closing Date in respect of each Authorised Overdraft in the Portfolio as at that date will be calculated by reference to the Principal Balance in respect of that Authorised

Overdraft as at the Cut-Off Date. The purchase price in respect of the Undrawn Amount for any Authorised Overdraft in the Portfolio on the Closing Date is payable on a deferred basis, on the date of any Drawing in respect of that Undrawn Amount after the Cut-off Date (and in an amount equal to the amount of the Drawing made on that date) from amounts available to the Issuer for that purpose under the Wet Funding Facility. If there is any Drawing in respect of all or part of any Undrawn Amount after the Cut-off Date but on or prior to the Closing Date, the purchase price in respect of that Drawing will be paid on the first Business Day following the Closing Date (and in an amount equal to the amount of the Drawing made on that date) from amounts available to the Issuer for that purpose under the Wet Funding Facility. Amounts drawn by the Issuer under the Wet Funding Facility will be repaid by the Issuer to the Seller (in its capacity as Wet Funding Facility Provider), from Available Principal Receipts to be applied in accordance with the Pre-Enforcement Principal Priority of Payments. If and to the extent not paid by the Issuer on the relevant Sale Date or the relevant Drawing Date, as applicable, from amounts drawn under the Wet Funding Facility, Subsequent Purchase Price in respect of such Loans or Overdrafts (or parts thereof) will be paid on the next following Interest Payment Date from Available Principal Receipts to be applied in accordance with the Pre-Enforcement Principal Priority of Payments.

The Issuer will, following the Closing Date but prior to the expiry of the Replenishment Period (and subject to the satisfaction of the applicable Eligibility Criteria and Loan Warranties and/or Overdraft Warranties, as applicable), purchase New Loans and New Authorised Overdrafts advanced by the Seller after the Cut-off Date to Borrowers with Linked Loans in the same Borrower Group as Loans and/or Overdrafts which then form part of the Portfolio. The Issuer will also, following the Closing Date but prior to the expiry of the Replenishment Period, purchase Further Advances made after the Cut-off Date in respect of Loans in the Portfolio and Authorised Overdraft Extensions agreed after the Cut-off Date in respect of Authorised Overdrafts in the Portfolio, in each case, subject to and in accordance with the terms of the Mortgage Sale Agreement. The Issuer will also purchase, during the Replenishment Period, Drawings in respect of Unarranged Overdrafts made after the Cut-off Date by Borrowers with Linked Loans in the same Borrower Group as Loans and/or Overdrafts which then form part of the Portfolio. If there are any such New Loans and New Authorised Overdrafts advanced, Further Advances made, Authorised Overdraft Extensions agreed or Drawings in respect of Unarranged Overdrafts made after the Cut-off Date but on or prior to the Closing Date, the Issuer will purchase the same on the first Business Day following the Closing Date.

The Issuer will apply amounts it draws under the Wet Funding Facility (or, if and to the extent the Subsequent Purchase Price is not paid by the Issuer on the relevant Sale Date or the relevant Drawing Date, as applicable, from amounts drawn under the Wet Funding Facility, Available Principal Receipts) in order to pay Subsequent Purchase Price (i) in respect of any New Loan or Further Advance (in respect of a Loan); (ii) in respect of any Authorised Overdrafts, New Authorised Overdrafts and Authorised Overdraft Extensions; and (iii) in respect of any Drawing under an Unauthorised Overdraft, provided that, such Subsequent Purchase Price will be payable on a deferred basis insofar as it relates to any Undrawn Amount, with that portion of the Subsequent Purchase Price being due and payable only on or following a Drawing being made in respect of an Undrawn Amount). Amounts drawn by the Issuer under the Wet Funding Facility will be repaid by the Issuer to the Seller (in its capacity as Wet Funding Facility Provider), from Available Principal Receipts to be applied in accordance with the Pre-Enforcement Principal Priority of Payments. The Issuer will apply Revenue Receipts (outside of the Priorities of Payments and on a net settled basis) in order to pay Subsequent Purchase Price in respect of any Drawing in respect of an Unarranged Overdraft on the date of any such Drawing (see the section headed "*Credit Structure - Use of Revenue Receipts to pay Subsequent Purchase Price in respect of a Drawing under an Unarranged Overdraft, on a net settled basis*" for further details**)**.

The yield to maturity on the Notes will depend on, amongst other things, (i) the amount and timings of drawings by the Issuer under the Wet Funding Facility to fund the payment of Subsequent Purchase Price (and the amount and timing of Available Principal Receipts applied in repayment of such drawings), (ii) the amount and timing of Available Principal Receipts applied in the payment of Subsequent Purchase Price (if and to the extent not paid by the Issuer on the relevant Sale Date or the relevant Drawing Date, as applicable, from amounts drawn under the Wet Funding Facility) and (iii) Revenue Receipts reinvested by the Issuer in the payment of the Subsequent Purchase Price in respect of Drawings under Unarranged Overdrafts purchased by the Issuer on the Closing Date or, following the Closing Date, during the Replenishment Period. Any purchase by the Issuer of a New Loan, New Authorised Overdraft, Further Advance (in respect of a Loan) or Authorised Overdraft Extension (in

respect of an Authorised Overdraft) will be subject to the satisfaction of, in respect of the Loans, certain loan warranties and, in respect of the Overdrafts, certain overdraft warranties, subject to the satisfaction of certain eligibility criteria, if applicable, and subject to funds being available for the Issuer to be applied for that purpose, where applicable, in accordance with the applicable Priority of Payments and in accordance with the terms of the Transaction Documents, within the relevant time periods. The purchase by the Issuer of New Loans, New Authorised Overdrafts, Further Advances in respect of Loans, Authorised Overdraft Extensions in respect of Authorised Overdrafts and Drawings in respect of Unarranged Overdrafts after the Closing Date and during the Replenishment Period could lead to an increase in the weighted average life of the Notes. See also the section entitled "*Summary of the Key Transaction Documents – Mortgage Sale Agreement*".

Product Switches

If the Servicer, on behalf of the Legal Title Holder, agrees with a Borrower, in respect of any Loan in the Portfolio, that such Loan will be the subject of a Product Switch, that Loan will first be reacquired by the Seller and will (during the Replenishment Period) subsequently be resold to the Issuer following the implementation of the Product Switch, subject to the terms of the Mortgage Sale Agreement (including the Loan Warranties and the Eligibility Criteria). The ability of the Seller to resell Loans which have been the subject of a Product Switch during the Replenishment Period could lead to an increase in the weighted average life of the Notes. The Servicer is not obligated to agree a Product Switch in respect of a Loan and the agreeing of a Product Switch is subject to re-underwriting of the relevant Loan in accordance with the applicable Lending Criteria.

Porting

The Servicer does not offer "porting" of Loans to a new Property, however, a Borrower may wish to repay or prepay an existing Loan with the Seller and apply for a new loan from the Seller to be secured on that same Property and/other others. In such circumstances any resulting New Loan or Further Advance would be subject to the Group-in/Group-out Mechanism, which may also result in an increase or a decrease in the weighted average life of the Notes (see "*The "Group-in/Group-out" mechanism*", below).

Call Options

Any of the Seller, the Risk Retention Holder or the Portfolio Purchase Option Holder (as applicable) may exercise its option to purchase the Portfolio in accordance with the terms of the Deed Poll. No make whole amount or other early repayment fee will be paid to the Noteholders if any such option is exercised by the Seller, the Risk Retention Holder or the Portfolio Purchase Option Holder. In addition, none of the Seller, the Risk Retention Holder or the Portfolio Purchase Option Holder is obligated to exercise its rights in respect of the Clean-up Call Option, the Risk Retention Regulatory Change Option, the Regulatory Change Option or the Tax/Illegality Event Option on the relevant date or upon occurrence of the relevant event (as applicable) or at any time thereafter and accordingly, no assurance can be given that the Notes will be redeemed in full on or following the relevant date or upon or following occurrence of the relevant event (as applicable) as a result of a purchase or sale of the Portfolio.

The purchase price for the Portfolio payable in connection with the Clean-up Call Option, the Risk Retention Regulatory Change Option and the Regulatory Change Option is, in certain circumstances, calculated by reference to the fair market value of the Portfolio and is not subject to a minimum amount which would be sufficient to ensure that the Issuer can redeem all of the Notes then outstanding at their Principal Amount Outstanding (plus any accrued but unpaid interest thereon). No assurance can be given that, following the occurrence of the relevant event and the exercise of the Clean-up Call Option, the Risk Retention Regulatory Change Option or the Regulatory Change Option, as applicable, the Issuer will have sufficient amounts to redeem all of the Notes in full at their Principal Amount Outstanding, or at all. See also the section entitled "*Summary of the Key Transaction Documents – Deed Poll*".

The Group-in/Group-out Mechanism may also result in an increase or a decrease in the weighted average life of the Notes (see "*The "Group-in/Group-out" mechanism*", below).

As a result of these and other relevant factors not being within the control of the Issuer, no assurance can be given as to the timing or level of redemptions of the Notes. (see "*Cashflows*" below).

The "Group-in/Group-out" mechanism

Loans within a Borrower Group may be subject to cross-collateralisation and/or cross-guarantees (such Loans being Linked Loans in respect of that Borrower Group). There are provisions in the Transaction Documents (including, principally, in the Mortgage Sale Agreement) in respect of Linked Loans in the same Borrower Group which are intended to provide the means for the Seller to procure that all Linked Loans within the same Borrower Group are either in the Portfolio (having been purchased by the Issuer on the Closing Date or, following the Closing Date, during the Replenishment Period) or outside of the Portfolio (having been retained or repurchased by the Seller) (the "**Group-in/Group-out Mechanism**"). The transaction has been structured with the intention that (subject to the application of certain conditions and criteria) all new Linked Loans which are added to a Borrower Group with Loans in the Portfolio during the Replenishment Period will be sold into the Portfolio. The transaction also provides the Seller with rights and, in some cases imposes on the Seller obligations, to repurchase Linked Loans in a Borrower Group where there would otherwise be, within a group of Linked Loans in the same Borrower Group, some of those Linked Loans in the Portfolio and some of those Linked Loans outside of the Portfolio on an ongoing basis. Where a Loan or Overdraft is required to be repurchased by the Seller pursuant to the terms of the Transaction Documents (other than, for the avoidance of doubt, where a Loan is required to be reacquired by the Seller in connection with a Product Switch and will, during the Replenishment Period, be resold to the Issuer following the implementation of the Product Switch, in which case, all other Linked Loans in the same Borrower Group will remain in the Portfolio, unless otherwise required to be repurchased), the Seller will also be required to purchase all other Linked Loans in the same Borrower Group on the same Repurchase Date.

If, at any time, the Seller is required to repurchase a Loan or an Overdraft and its Related Security because that Loan or Overdraft does not comply with the Loan Warranties or Overdraft Warranties, as applicable, in a material respect (and the Seller has elected to repurchase that Loan or Overdraft, in lieu of making an indemnity payment to the Issuer), it will be required to repurchase that Loan or Overdraft, as applicable, together with any Linked Loans in the same Borrower Group as part of the Group-in/Group Out Mechanism.

During the Replenishment Period, New Loans, Further Advances, New Authorised Overdrafts, Authorised Overdraft Extensions and Drawings in respect of Unarranged Overdrafts will be sold to the Issuer, subject to certain conditions as set out in the Transaction Documents. The sale to the Issuer of any New Loans, Further Advances, New Authorised Overdrafts, Authorised Overdraft Extensions or Drawing in respect of an Unarranged Overdraft will take place subject to the satisfaction of certain Loan Warranties or Overdraft Warranties, as applicable and Eligibility Criteria, if applicable, and subject to the payment of the Subsequent Purchase Price in respect thereof, funded by amounts drawn under the Wet Funding Facility (or, if and to the extent not paid by the Issuer on the relevant Sale Date or the relevant Drawing Date, as applicable, from amounts drawn under the Wet Funding Facility, from Available Principal Receipts applied in accordance with the Pre-Enforcement Principal Priority of Payments) or, in respect of any Drawing under an Unarranged Overdraft, on a net settled basis from the application of Revenue Receipts on the date of the relevant Drawing outside of the Pre-Enforcement Revenue Priority of Payments. The Issuer will be required to repay amounts borrowed under the Wet Funding Facility no later than the Wet Funding Repayment Deadline from Available Principal Receipts, applied in accordance with the Pre-enforcement Principal Priority of Payments. If and to the extent not paid by the Issuer on the relevant Sale Date from amounts drawn under the Wet Funding Facility, the Issuer will be required pay the Subsequent Purchase Price in respect of any such Loan or Overdraft (or part thereof) no later than the Purchase Price Deadline from Available Principal Receipts, applied in accordance with the Pre-enforcement Principal Priority of Payments. If the Seller is required to repurchase a New Loan, a Further Advance, a New Authorised Overdraft, an Authorised Overdraft Extension or a Drawing in respect of an Unarranged Overdraft as the result of an Eligibility Criteria Breach Repurchase, a Wet Funding Repayment Deadline Breach Repurchase or a Purchase Price Deadline Breach Repurchase, following a sale to the Issuer thereof during the Replenishment Period (or where the Seller cannot sell the same to the Issuer because the Loan or Overdraft in question (or part thereof) would not comply with the Eligibility Criteria and the Loan Warranties or Overdraft Warranties, as applicable, on the relevant Sale Date), the Seller will also be required to repurchase all other Linked Loans in the same Borrower Group as part of the Group-in/Group Out Mechanism.

If, in respect of any Overdraft, a drawing is made by a Borrower thereunder which would constitute an Unauthorised Overdraft and such Unauthorised Overdraft is not repaid by the relevant Borrower by the second Interest Payment Date after the date on which such drawing was made, the Seller will also be required to repurchase that Overdraft, together with all other Linked Loans in the same Borrower Group as part of the Group-in/Group Out Mechanism.

As noted above, Loans which are the subject of a Product Switch must be first reacquired by the Seller and will, during the Replenishment Period, be resold to the Issuer following the implementation of the Product Switch. No repurchase requirement in respect of Linked Loans arises solely as a result of a reacquisition of a Loan by the Seller in connection with a Product Switch during the Replenishment Period, however, when the Loan is resold to the Issuer once the Product Switch has been implemented, it will be tested against the Eligibility Criteria and Loan Warranties and may be subject to an Eligibility Criteria Breach Repurchase or a Warranty Breach Repurchase, as applicable, if it is not compliant. If this is the case, all other Linked Loans in the same Borrower Group must also be repurchased.

If there is a New Loan, Further Advance, New Authorised Overdraft, Authorised Overdraft Extension or if there is a Drawing in respect of an Unarranged Overdraft or a Product Switch within a Borrower Group on or after the Replenishment Period End Date, the Seller will not be permitted to sell any such New Loan, Further Advance, New Authorised Overdraft, Authorised Overdraft Extension, Drawing or Product Switch Loan to the Issuer but will instead be permitted to repurchase all Linked Loans in the relevant Borrower Group, in accordance with the Group-in/Group-out Mechanism.

The Repurchase Price received by the Issuer as consideration in respect of the repurchase of a Loan or Overdraft as described above will be applied as Principal Receipts or Revenue Receipts, as applicable. Where Available Principal Receipts on an Interest Payment Date exceed the amounts required to be paid in or towards the repayment of amounts drawn under the Wet Funding Facility or (if and to the extent not paid by the Issuer on the relevant Sale Date or the relevant Drawing Date, as applicable, from amounts drawn under the Wet Funding Facility) the Subsequent Purchase Price in respect of New Loans, Further Advances, New Authorised Overdrafts or Authorised Overdraft Extensions and topping up the Flexible Reserve Fund, the Repurchase Price will be applied, *inter alia*, to reduce the Principal Amount Outstanding of the Notes on a pass-through basis on each Interest Payment Date in accordance with the Pre-Enforcement Principal Priority of Payments and the application of the Repurchase Price will have the same effect as a prepayment of all the relevant Loans and/or Overdrafts.

The repurchase of Loans and Overdrafts by the Seller from the Issuer or the sale of New Loans, Further Advances, New Authorised Overdrafts, Authorised Overdraft Extensions and Drawings in respect of Unarranged Overdrafts could lead to a decrease or an increase in the weighted average life of the Notes or a decrease or increase in the CPR, by virtue of there being fewer or more Loans in the Portfolio on an ongoing basis, which may not be fully compensated for by the payment of any applicable Interest Make Whole Amount. Any such decrease or increase may be amplified as a result of the Group-in/Group-out Mechanism, particularly following the end of the Replenishment Period where no further sales may take place to the Issuer and any further lending which would otherwise constitute a Linked Loan in a Borrower Group may result in the Seller exercising its option to repurchase all Linked Loans in that Borrower Group. See also the section entitled "*Summary of the Key Transaction Documents – Mortgage Sale Agreement*".

Absence of secondary market

No assurance is provided that an active and liquid secondary market for the Notes and the Certificates will exist at any time after the Closing Date. None of the Notes and the Certificates have been, or will be, registered under the Securities Act or any other applicable securities laws and they are subject to certain restrictions on the resale and other transfer thereof as set out under "*Subscription and Sale*" and "*Transfer Restrictions and Investor Representations*". To the extent that a secondary market exists or develops further, it may not continue for the life of the Notes and the Certificates or it may not provide Noteholders and Certificateholders with liquidity of investment with the result that a Noteholder or Certificateholder may not be able to find a buyer to buy its Notes or Certificates readily or at prices that will enable the Noteholder or Certificateholder to realise a desired yield. Any investor in the Notes must be prepared to hold their Notes until the Final Maturity Date.

The secondary market for mortgage-backed securities similar to the Notes and Certificates has at times experienced limited liquidity resulting from reduced investor demand for such securities. Limited liquidity in the secondary market may have an adverse effect on the market value of mortgage-backed securities, especially those securities that are more sensitive to prepayment, credit or interest rate risk and those securities that have been structured to meet the requirements of limited categories of investors.

Central bank schemes such as, amongst others, the Bank of England's Sterling Monetary Framework, the Discount Window Facility, the Funding for Lending Scheme, the Term Funding Scheme (as such terms are defined at www.bankofengland.co.uk), the European Central Bank's liquidity scheme or emergency liquidity operations introduced by central banks (such as the Term Funding Scheme with additional incentives for small and medium-sized enterprises introduced by the Bank of England) in response to a financial crisis or a wide-spread health crisis (such as the COVID-19 outbreak), have provided an important source of liquidity in respect of eligible securities. A number of these central bank schemes are no longer open for further drawdowns and none of the Issuer, the Seller, the Lead Manager nor any of their respective affiliates give any representation, warranty, confirmation or guarantee to any investor in the Notes that the Notes will, either upon issue or at any time prior to redemption in full, satisfy all or any of the requirements for such central bank schemes or that such schemes will be available for new drawings. 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.

Revenue and Principal Deficiency Ledger

If, on any Interest Payment Date, as a result of shortfalls in Available Revenue Receipts, and after applying any Liquidity Reserve Fund Release Amounts, there would be a Revenue Deficit (arising as a result of any inability to pay amounts due in respect of interest on the Class A Notes, and (subject to certain limitations, including that such Class of Notes is the Most Senior Class) the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, and certain prior ranking payments), the Issuer shall apply Available Principal Receipts (if any) in accordance with item (e) of the Pre-Enforcement Principal Priority of Payments to cure such Revenue Deficit (such reapplied amounts, "**Principal Addition Amounts**"). Available Principal Receipts (if any) may only be redirected as Principal Addition Amounts in respect of a Revenue Deficit. The Issuer will not be able to use Available Principal Receipts to pay amounts under the Class Z Notes, the Class X Notes or the Certificates under any circumstances or in respect of any Class of Notes after the delivery of an Enforcement Notice (in accordance with the Post-Enforcement Priority of Payments).

Application of any Available Principal Receipts as Principal Addition Amounts (in addition to the aggregate of (a) all realised losses on the Loans and Overdrafts which are not recovered from the proceeds following the sale of the Property to which such Loan and/or Overdraft relates or any losses realised by the Issuer on the Loans and Overdrafts 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 and Overdrafts (together, the "**Losses**")) will be recorded first on the Class Z Principal Deficiency Sub-Ledger until the balance of the Class Z Principal Deficiency Sub-Ledger is equal to the aggregate Principal Amount Outstanding of the Class Z Notes then outstanding, and next on the Class F Principal Deficiency Sub-Ledger until the balance of the Class F Principal Deficiency Sub-Ledger is equal to the aggregate Principal Amount Outstanding of the Class F Notes then outstanding, and next on the Class E Principal Deficiency Sub-Ledger until the balance of the Class E Principal Deficiency Sub-Ledger is equal to the aggregate Principal Amount Outstanding of the Class E Notes then outstanding, and next on the Class D Principal Deficiency Sub-Ledger until the balance of the Class D Principal Deficiency Sub-Ledger is equal to the aggregate Principal Amount Outstanding of the Class D Notes then outstanding, and next on the Class C Principal Deficiency Sub-Ledger until the balance of the Class C Principal Deficiency Sub-Ledger is equal to the aggregate Principal Amount Outstanding of the Class C Notes then outstanding, and next on the Class B Principal Deficiency Sub-Ledger until the balance of the Class B Principal Deficiency Sub-Ledger is equal to the aggregate Principal Amount Outstanding of the Class B Notes then outstanding, and finally on the Class A Principal Deficiency Sub-Ledger until the balance of the Class A Principal Deficiency Sub-Ledger is equal to the aggregate Principal Amount Outstanding of the Class A Notes then outstanding.

It is expected that during the course of the life of the Notes, any principal deficiencies (should they arise) will be recouped from Available Revenue Receipts. Available Revenue Receipts will be applied, after meeting prior ranking obligations as set out under the Pre-Enforcement Revenue Priority of Payments, to credit the Principal Deficiency Sub- Ledgers (starting from the Principal Deficiency Sub-Ledger relating to the Most Senior Class first).

If there are insufficient funds available as a result of such income or principal deficiencies, then one or more of the following consequences may ensue:

- the Available Revenue Receipts, any Liquidity Reserve Fund Release Amounts and Available Principal Receipts may not be sufficient, after making the payments to be made in priority thereto, to pay, in full or at all, interest due on the Notes; and

- there may be insufficient Available Revenue Receipts and Available Principal Receipts to repay principal on the Notes on or prior to the Final Maturity Date of the Notes.

Ratings of the Rated Notes

The ratings assigned to the Rated Notes by Morningstar DBRS address (i) in respect of the Class A Notes, the likelihood of full and timely payment of all payments of interest on each Interest Payment Date, and (ii) in respect of all other Classes of Rated Notes, the time payment of interest only when such Class of Notes is the Most Senior Class and ultimate payment of principal.

The ratings assigned by S&P address the likelihood of (a) full and timely payment to the holders of the Class A Notes of all payments of interest on each Interest Payment Date and (b) full and ultimate payment to the holders of the all other Classes of Rated Notes of principal and (in relation to each Class of Notes ranking junior to the Class A Notes of interest on or prior to the Final Maturity Date.

The ratings expected to be assigned to each class of Rated Notes on or before the Closing Date are set out under "Ratings". The assignment of a rating to each class of Rated Notes by any Rating Agency is not a recommendation to invest in the Rated Notes or 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 (including a reduction in the perceived creditworthiness of third parties, including a reduction in the credit rating of the Swap Provider and/or the Issuer Account Bank) in the future so warrant. See also "*Change of counterparties*" below.

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

Rating agencies other than the Rating Agencies could seek to rate the Rated Notes and if such unsolicited ratings are lower than the comparable ratings assigned to the Rated Notes by the Rating Agencies, those unsolicited ratings could have an adverse effect on the value of the Rated 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.

As highlighted above, the ratings assigned to the Rated Notes by each Rating Agency are based on, among other things, the long-term critical obligations rating, long-term senior unsecured debt rating, short-term unsecured, unguaranteed and unsubordinated debt rating, long-term unsecured, unguaranteed and unsubordinated debt rating and/or deposit rating of the Issuer Account Bank, the Collection Account Bank and the Swap Provider. 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 assigned to the Rated Notes or, if applicable, that any remedial action taken will be sufficient to maintain the then current ratings assigned to the Rated Notes. If a replacement counterparty with the requisite ratings cannot be found or, if applicable, any remedial action taken is considered insufficient, this is likely to have an adverse impact on the rating of the Rated Notes and, as a consequence, the resale price of the Rated Notes in the market and the *prima facie* eligibility of the Rated Notes for use in certain liquidity schemes established by, *inter alios*, the Bank of England.

Rating Agency confirmation in relation to the Rated 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 Rated Notes. In such circumstances, the Trustee may require the Issuer to seek a Rating Agency Confirmation.

A Rating Agency Confirmation that any action or inaction proposed to be taken by the Issuer or the Trustee will not have an adverse effect on the then current ratings of the Rated Notes does not, for example, confirm that such action (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 Rated Notes. While entitled to have regard to the fact that the Rating Agencies have confirmed in writing that the then current ratings of the Rated Notes would not be adversely affected, the above does not impose or extend any actual or contingent liability on the Rating Agencies to the Secured Creditors (including the Noteholders of the Rated Notes), the Issuer, the Trustee or any other person or create any legal relationship between the Rating Agencies and the Secured Creditors (including the Noteholders of the Rated Notes), the Issuer, the Trustee or any other person whether by way of contract or otherwise. In addition the Trustee, as applicable, 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. 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. It should be noted that, depending on the nature of the request, the timing of delivery of the request and of any information needed to be provided as part of any such request, it may be the case that a Rating Agency cannot provide a Rating Agency Confirmation in the time available or at all, and the Rating Agency will not be responsible for the consequences thereof. A Rating Agency Confirmation, if given, will be given on the basis of the facts and circumstances prevailing at the relevant time and in the context of cumulative changes to the transaction of which the securities form part since the Closing Date. A Rating Agency Confirmation represents only a restatement of the opinions given as at the Closing Date and cannot be construed as advice for the benefit of any parties to the transaction.

Where the Transaction Documents allow the 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 Trustee a certificate signed by two directors certifying and confirming that each of the events in sub-paragraphs (i) (A) or (B) and (ii) has occurred, 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 Trustee (an "**Issuer Certificate**"), the Trustee shall be entitled (but not obliged) to assume from a written certificate of the Seller to the Trustee (a "**Seller Certificate**") that such proposed action:

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

(b) would not adversely impact on the Issuer's ability to make payment when due in respect of the Rated 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 Rated Notes remain outstanding) the then current rating of the Rated Notes would not be reduced, qualified, adversely affected or withdrawn,

upon which confirmation from the Rating Agencies or the Issuer Certificate and the Seller Certificate (as the case may be), the Trustee shall be entitled to rely absolutely without 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 Trustee that this does not impose or extend any actual or contingent liability for each of the Rating Agencies to the Trustee, the Noteholders of the Rated Notes or any other person or create any legal relations between each of the Rating Agencies and the Trustee, the Noteholders of the Rated Notes 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 Rated Notes as a result of the action or step. Such a downgrade, qualification or withdrawal to the then current ratings of the Rated Notes may have an adverse effect on the value of the Rated Notes.

The Trustee is not obliged to act in certain circumstances

Upon the occurrence of an Event of Default, the Trustee in its absolute discretion may or, if so directed in writing by the holders of not less than 25 per cent. in aggregate Principal Amount Outstanding of the Most Senior Class or if so directed by an Extraordinary Resolution of the holders of the Most Senior Class 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 the Trust Deed.

The Trustee may, at any time, at its 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 the Notes, the Certificates, the Trust Deed (including the Conditions and the Certificate Conditions), the Deed of Charge or the other Transaction Documents to which it is a party or in respect of which it holds security. In respect of and at any time after the delivery of an Enforcement Notice, the Trustee may, at its discretion and without notice, take such steps as it may think fit to enforce the Security. However, the Trustee shall not be bound to take any such proceedings or steps (including, but not limited to, the giving of an Enforcement Notice in accordance with Condition 11 (*Events of Default*)) unless it has been directed to do so by the holders of not less than 25 per cent. in aggregate Principal Amount Outstanding of the Most Senior Class or if so directed by an Extraordinary Resolution of the holders of the Most Senior Class and in each case, subject to it having been indemnified and/or secured and/or prefunded to its satisfaction.

If the Trustee is not directed by the requisite Noteholders (and indemnified and/or secured and/or prefunded to its satisfaction) or does not exercise 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 "*Terms and Conditions of the Notes – Condition 12 (Enforcement)*" and "*Terms and Conditions of the Certificates – Certificate Condition 11 (Enforcement)*" below.

In addition, the Trustee benefits 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 and the Certificates.

In relation to the covenant to be given by Cynergy to the Issuer in the Mortgage Sale Agreement in accordance with the PRA Securitisation Rules and the EU Securitisation Regulation (as in force on the Closing Date) regarding the material net economic interest to be retained by Cynergy in the securitisation, the Trustee will not be under any obligation to monitor the compliance by Cynergy 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 by the Secured Creditors (including the Noteholders and the Certificateholders) in accordance with the Transaction Documents) and this may adversely affect Noteholders.

RISKS RELATED TO INTEREST RATE ON THE LOANS, THE OVERDRAFTS AND/OR THE NOTES

Interest Rate Risk

The Issuer is subject to the risk of a mismatch between the rate of interest payable in respect of the Loans and Overdrafts and the rate of interest payable in respect of those Notes which bear interest. Some of the Loans and Overdrafts in the Portfolio pay or will pay a fixed rate of interest and others will pay a rate of interest linked to the Bank of England's base rate. However, the Issuer's liabilities under the Notes which bear interest are based on SONIA for the relevant period.

To provide a hedge against the possible variance between:

(a) the fixed rates of interest payable on the Fixed Rate Loans in the Portfolio; and

(b) the rate of interest under certain of the Notes being calculated by reference to Compounded Daily SONIA,

on or prior to the Closing Date, the Issuer will enter into a Swap Transaction and enter into further Swap Transactions (or amend existing Swap Transactions) in respect of New Loans, Product Switch Loans or Further Advances which are Fixed Rate Loans in order to mitigate the risk of such variance.

Additionally, the Issuer may enter into additional Swap Transactions if the ratio between the aggregate notional amounts of the Swap Transactions and the aggregate outstanding principal balance of the Fixed Rate Loans in the Portfolio at that time falls below 90%, and (ii) the Issuer and/or the Swap Provider have the right and the Issuer is required, pursuant to the terms of the Mortgage Sale Agreement, if the Seller repurchases any Fixed Rate Loan(s) forming part of the Portfolio from the Issuer, to partially terminate the Swap Transaction(s) in respect of a proportion of the notional amount equal to the Principal Balance of the Fixed Rate Loans repurchased by the Seller (see the sections headed *"Summary of the Key Transaction Documents – Mortgage Sale Agreement – Repurchase by the Seller" for further information* and *"Credit Structure – Interest Rate Risk for the Notes"* below).

Under each Swap Transaction, on each Interest Payment Date the Issuer will pay to the Swap Provider at a fixed rate, and the Swap Provider will pay to the Issuer at a floating rate, amounts which are calculated by reference to the notional amount of that Swap Transaction for the related calculation period thereunder. Notwithstanding the foregoing, (i) in the event Compounded Daily SONIA as calculated under the Swap Agreement is negative for any related calculation period such that the amount due and payable by the Swap Provider to the Issuer on such Interest Payment Date would be a negative sum, the Issuer shall instead pay to the Swap Provider the absolute value of such amount in addition to any amount payable in respect of the fixed rate under that Swap Agreement and/or (ii) in the event the fixed rate under a Swap Transaction is negative such that the amount due and payable by the Issuer to the Swap Provider on an Interest Payment Date would be a negative sum, the Swap Provider shall instead pay to the Issuer the absolute value of such amount in addition to any amount payable in respect of the floating rate, in each case as more fully set out in "*Credit Structure – Interest Rate Risk for the Notes*" below. Changes to SONIA may therefore adversely affect payments under a Swap Transaction, which could result in the Issuer having insufficient amounts available to it to make payments on the Notes, and investors should note the risk factors – "*Changes or uncertainty in respect of SONIA may affect the value or payment of interest under the Loans or the Notes"* and "*The market continues to develop in relation to SONIA as a reference rate in the capital markets*" below in respect of such risks.

The Issuer has not entered into (and will not enter into) any interest rate swap or other hedging transaction in relation to Loans, other than Fixed Rate Loans, or in relation to the Overdrafts, and as a result there is no hedge in respect of the risk of any variances in (i) the Bank of England base rate, charged on any Tracker Rate Loans in the Portfolio or (ii) the interest charged on any Overdraft in the Portfolio and interest set by reference to Compounded Daily SONIA on the Notes which bear interest, which in turn may result in insufficient funds being made available to the Issuer for the Issuer to meet its obligations to the Secured Creditors, including the holders of the Notes. As such, the Issuer is subject to the risk of a mismatch between the rate of interest payable in respect of such Loans and Overdrafts and the rate of interest payable in respect of certain of the Notes.

Risks relating to payments under the Swap Transaction

The notional amount under each Swap Transaction is determined by reference to a fixed amortisation schedule applicable to that Swap Transaction and may be modified from time to time (as further described below). Each amortisation schedule will be based on the expected repayment profile of the Fixed Rate Loans assuming a 10% constant prepayment rate and 0% defaults and delinquencies. The notional amount under each Swap Transaction is independent from, and will not necessarily match to, the balance of the Fixed Rate Loans in the Portfolio for the related calculation period under that Swap Transaction at that time.

If the actual rate of repayment of the Fixed Rate Loans is faster or slower than anticipated, this may lead to the aggregate notional amount of a Swap Transaction to be, respectively, greater than or less than the outstanding amount of the Fixed Rate Loans in the Portfolio. In such circumstances, there would be a mismatch between the aggregate notional amount of a Swap Transaction and the outstanding principal balance of the Fixed Rate Loans in the Portfolio.

Since the aggregate notional amount of a Swap Transaction may be higher or lower than the outstanding principal balance of the Fixed Rate Loans in the Portfolio, there may be circumstances in which the amount payable by the Issuer under a Swap Transaction exceeds the amount that the Issuer receives in respect of the Fixed Rate Loans in the Portfolio. This may result in insufficient funds being made available to the Issuer for the Issuer to meet its obligations to the Noteholders. The risk of overhedging is mitigated to some extent by the inclusion in the Swap Agreement of a right allowing the Issuer and/or the Swap Provider, and by the inclusion of an obligation in the Mortgage Sale Agreement requiring the Issuer, if the Seller repurchases any Fixed Rate Loan(s) forming part of the Portfolio from the Issuer, to partially terminate the Swap Transaction(s) in respect of a proportion of the notional amount equal to the Principal Balance of the Fixed Rate Loans repurchased by the Seller ("**Fixed Rate Loans Repurchase Event**"). However, no assurance can be made as to the effectiveness of such Fixed Rate Loans Repurchase Event or that the termination amount resulting from triggering such Fixed Rate Loans Repurchase Event will be in the form of sufficient funds being made available to the Issuer for the Issuer to meet its obligations to the Noteholders.

Further, a failure by the Swap Provider to make timely payments of amounts due under one or more Swap Transactions will constitute a default under the Swap Agreement. The Swap Agreement provides that the Sterling amounts owed by the Swap Provider on any payment date under a Swap Transaction may be netted against the Sterling amounts owed by the Issuer on the same payment date under that Swap Transaction. Accordingly, if the amounts owed by the Issuer to the Swap Provider on a payment date in respect of a Swap Transaction are greater than the amounts owed by the Swap Provider to the Issuer on the same payment date under that Swap Transaction, then the Issuer will pay the difference to the Swap Provider on such Interest Payment Date in respect of that Swap Transaction; if the amounts owed by the Swap Provider to the Issuer on a payment date are greater than the amounts owed by the Issuer to the Swap Provider on the same payment date in respect of that Swap Transaction, then the Swap Provider will pay the difference to the Issuer on such Interest Payment Date; and if the amounts owed by both parties are equal on a payment date in respect of a Swap Transaction, neither party will make a payment to the other on such Interest Payment Date in respect of that Swap Transaction. To the extent that the Swap Provider defaults on its obligations under the Swap Agreement to make payments to the Issuer in Sterling on any payment date (which corresponds to an Interest Payment Date) under one or more Swap Transactions, the Issuer will be exposed to the possible variance between various fixed rates of interest payable on the Fixed Rate Loans in the Portfolio and SONIA.

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 London Interbank Offered Rate. In particular, market participants and relevant working groups were 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). 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.

As a result of the development of SONIA, investors should be aware that the means of calculating SONIA in the Conditions could in the future, absent amendments pursuant to the Conditions, differ from the then market.

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 Notes which reference a SONIA rate to reliably estimate the amount of interest which will be payable on such Notes.

Changes or uncertainty in respect of SONIA may affect the value or payment of interest under the Loans or the Notes and payments under the Certificates

Various interest rate benchmarks (including SONIA) are the subject of recent national and international regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented including the UK Benchmarks Regulation.

The UK Benchmarks Regulation, among other things, applies to the provision of benchmarks and the use of a benchmark in the UK. Similarly, it prohibits the use in the UK by UK supervised entities of benchmarks of administrators that are not authorised by the FCA or registered on the FCA register (or, if non-UK based, not deemed equivalent or recognised or endorsed). The UK Benchmarks Regulation could have a material impact on any Notes linked to or referencing a benchmark in particular, if the methodology or other terms of the benchmark are changed in order to comply with the requirements of the UK Benchmarks Regulation, as applicable. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the relevant benchmark.

These reforms and other pressures may cause one or more interest rate benchmarks to disappear entirely, to perform differently than in the past (as a result of a change in methodology or otherwise), create disincentives for market participants to continue to administer or participate in certain benchmarks or have other consequences which cannot be predicted.

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) while (i) an amendment may be made under Condition 13.6 (*Additional Right of Modification*) of the Terms and Conditions of the Notes to change the current reference rate to an alternative base rate under certain circumstances broadly related to the dysfunction, discontinuation or transition of the current base rate and subject to certain conditions being satisfied including no objection to the proposal being received by at least 10 per cent. of Noteholders of the aggregate Principal Amount Outstanding of the Most Senior Class of Notes then outstanding (in this regard please also refer to the risk factor above entitled "*Meetings of Noteholders, Modifications and Waivers*"), and (ii) an amendment may be made under Condition 13.6 (*Additional Right of Modification*) to change the base rate that then applies in respect of the Swap Agreement for the purpose of aligning the base rate of the Swap Agreement to the base rate of the Notes following a Base Rate Modification, there can be no assurance that any such amendments will be made or, if made, that they (i) will fully or effectively mitigate all relevant interest rate risks or result in an equivalent methodology for determining the interest rates on the Notes and the Swap Agreement or (ii) will be made prior to any date on which any of the risks described in this risk factor may become relevant (in this regard, please also refer to the risk factor above entitled "*Meetings of Noteholders, Modifications and Waivers*"); and

(c) if SONIA is discontinued, and whether or not an amendment is made under Condition 13.6 (*Additional Right of Modification*) to change the SONIA reference rate with respect to the Notes as described in paragraph (b) above, if a proposal for an equivalent change to the reference rate on the Swap Agreement is not approved in accordance with Condition 13.6 (*Additional Right of Modification*), there can be no assurance that the applicable fallback provisions under the Swap Agreement would operate to allow the transactions under the Swap

Agreements to effectively mitigate interest rate risk in respect of the Notes. This, in turn, could cause a risk of mismatch of interest and reduced payments on the Notes.

Any reduction in the amounts payable under the Loans or Overdrafts will impact the availability of funds to make payments under the Notes and the Certificates.

In addition, it should be noted that broadly divergent interest rate calculation methodologies may develop and apply as between the Loans, Overdrafts, Notes and/or the Swap Agreement due to applicable fall- back provisions or other matters and the effects of this are uncertain but could include a reduction in the amounts available to the Issuer to meet its payment obligations in respect of the Notes.

Moreover, any of the above matters (including an amendment to change the SONIA rate as described in paragraph (c) above) could affect the ability of the Issuer to meet its obligations under the Notes 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 amendments 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 occur with respect to SONIA or any other relevant interest rate benchmark and/or that such benchmarks will continue to exist. Investors should consider these matters when making their investment decision with respect to the Notes.

CERTAIN NON-REGULATORY RISKS RELATED TO THE MORTGAGES

Interest-only Loans and Amortising Term Loans

Each Loan in the Portfolio may be repayable either on a capital repayment basis, an interest-only basis or on a part capital repayment basis and part interest-only basis (see "*The Loans and the Overdrafts – Repayment Terms*" below). The Seller does not have, and the Issuer shall not have, the benefit of any investment policies taken out by Borrowers.

The ability of a Borrower to repay an Interest-only Loan and, in some cases, an Amortising Term Loan, at maturity will often depend on such Borrower's ability to refinance or sell the Property in respect of which the Loan is secured (or, if applicable, one or more Properties securing Linked Loans in the same Borrower Group in respect of which, *inter alia*, the Loan is secured).

However, the only security that exists in relation to a Loan (including any Interest-only Loans or Amortising Term Loans) in the Portfolio will be the Mortgage in respect of the relevant Property (or Properties, if applicable) over which that Loan is secured, as well as any personal guarantees in respect of corporate Borrowers and, in certain cases, debentures and/or floating charges provided by certain corporate Borrowers and/or guarantors. The ability of a Borrower to refinance the Property (or Properties, as applicable) will be affected by a number of factors, including, but not limited to, the value of the Property or Properties and the existing / proposed security package, the Borrower's equity in the relevant Property or Properties, the financial condition and payment history of the Borrower, tax laws and prevailing general economic conditions, aligned to Cynergy Bank plc's credit policy standards, including risk appetite and governance requirements. Further, there can be no guarantee that any guarantor has the financial resources to meet its obligations under any personal guarantee given to Seller in respect of a corporate Borrower. The inability of the Borrowers to refinance their respective Properties (in circumstances where the Issuer or the Servicer on its behalf are unable to claim under any personal guarantee given in respect of the relevant Loan) may ultimately result in a reduction of amounts available to the Issuer and adversely affect its ability to make payments under the Notes and Certificates. In addition, as the Borrowers in respect of Loans in the Portfolio are generally professional landlords, the Seller does not expect Borrowers to take out investment or life policies in relation to the repayment of the relevant Interest-only Loans or Amortising Term Loans, in full or on time. If a Borrower cannot repay an Interest-only Loan or Amortising Term Loan and a loss occurs, this may affect payments on the Notes and Certificates 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.

Claims against third parties

The Seller has assigned its rights in respect of causes and rights of actions against solicitors and Valuers to the Issuer pursuant to the Mortgage Sale Agreement, to the extent they are assignable or transferable. In relation to the Scottish Loans and their related Scottish Mortgages and other Related Security, all rights that the Seller has in respect of any relevant solicitors and valuers will be held in trust for the Issuer pursuant to the terms of each Scottish Declaration of Trust. The Servicer has, pursuant to the Servicing Agreement, undertaken to prepare and submit any claim under any Third Party Buildings Policies or (if entered into by the Legal Title Holder) any Legal Title Holder Insurance Policies in accordance with the requirements of any relevant Third Party Buildings Policies or Legal Title Holder Insurance Policy (as relevant) and otherwise in accordance with the usual procedures undertaken by a Reasonable, Prudent Mortgage Servicer on behalf of the Issuer. Any failure by or inability of the Servicer to take action against third parties may have an adverse effect on the Issuer's ability to make payments of interest and/or principal in respect of the Notes. Please see also the risk factor entitled "*Insurance Policies*" below.

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

Borrowers may default on their obligations under the Loans or Overdrafts in the Portfolio. Defaults may occur for a variety of reasons. The Loans and Overdrafts are affected by credit, liquidity and interest rate risks. Various factors influence mortgage delinquency rates, prepayment rates, repossession frequency and the ultimate payment of interest and principal, such as changes in the national or international economic climate, regional economic or housing conditions, changes in tax laws, interest rates, inflation, the availability of financing, yields on alternative investments, political developments, government policies, impact of the macro-economy on tenants' ability to pay rent or borrowers' ability to make mortgage payments, and illness (including the present cost of living crisis in certain European countries and any impact of the conflict in Ukraine and the ongoing Israeli-Hamas conflict and any illness arising in connection with an epidemic or pandemic, and associated governmental interventions (including but not limited to, rent freezes)). Whilst the recent interest rate rises seen in the UK from 0.75 per cent to a peak of 5.35 per cent. by the Bank of England have since receded, there is a chance that they may increase again in the future (and possibly further than its previous peak) and any further increase in interest rates may adversely affect Borrowers' ability to pay interest or repay principal on their Loans. Other factors in Borrowers' individual, personal or financial circumstances may affect the ability of Borrowers to repay the Loans. Unemployment, loss of earnings, illness, increases in the cost of living as a result of, among other things, energy costs, inflation, increases in taxes and/or national insurance contributions, divorce and other similar factors may lead to an increase in delinquencies by and bankruptcies (and analogous arrangements) of Borrowers, and could ultimately have an adverse impact on the ability of Borrowers to repay the Loans. In addition, 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 will depend upon a number of factors, including the availability of buyers for that property, the value of that property and property values in general at the time. A valuation was obtained by the Seller on or about the time of origination of each Loan or, if applicable, on or about the time at which security was taken in respect of a Property to secure one or more Loans and/or Overdrafts, see section entitled "*The Loans and the Overdrafts*" below.

In order to enforce a power of sale in respect of a mortgaged property, the relevant mortgagee must first obtain possession of the relevant property. Possession is usually obtained by way of a court order or decree. This can be a lengthy and costly process and will involve the mortgagee assuming certain risks. Any possession order given in favour of the lender may be suspended to allow the Borrower more time to pay. In addition, if possession has been obtained, a reasonable period must be allowed for marketing the property, to discharge obligations to take reasonable care to obtain a proper price. If obtaining possession of properties and arranging a sale in such circumstances is lengthy or costly, the Issuer's ability to make payments on the Notes and Certificates may be reduced. The Issuer's ability to make such payments may be reduced further if the powers of a mortgagee in relation to obtaining possession of properties permitted by law are restricted in the future.

Further measures by UK regulatory authorities in respect of delinquencies and defaults by borrowers may also affect the Issuer's ability to make payments on the Notes and Certificates.

Increases in prevailing market interest rates may adversely affect the performance of the Portfolio

Borrowers with Tracker Rate Loans that are subject to a variable rate of interest may be exposed to increased periodic payments if the related mortgage interest rate adjusts upward. This increase in Borrowers' periodic payments may ultimately result in higher delinquency rates and losses in the future.

Borrowers seeking to avoid increased periodic payments by refinancing their mortgage 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, slower prepayment rates and higher losses on the Portfolio, which in turn may affect the ability of the Issuer to make payments of interest and/or principal on the Notes and make payments under the Certificates.

The Legal Title Holder to initially retain legal title to the Loans and Overdrafts and risks relating to set-off

Legal title to all of the English Loans, the Overdrafts, the Scottish Loans and (subject in some cases to registration or recording at the Land Registry or (as applicable) the Registers of Scotland) their related Mortgages are currently vested in the Seller, in its capacity as Legal Title Holder.

Until the Issuer obtains legal title to the Loans, the Overdrafts and their related Mortgages and the Related Security, the sale of the English Loans, the Overdrafts and their related Mortgages and Related Security will take effect as an un-notified legal assignment, in equity only, pursuant to which the Issuer will acquire the beneficial interest therein.

The sale of the Scottish Loans and their related Scottish Mortgages and other Related Security is given effect by the Seller (as legal title holder) granting a Scottish Declaration of Trust in respect of such Scottish Loans and their related Scottish Mortgages and other Related Security in favour of the Issuer, thereby holding the beneficial interest in such Scottish Loans and their related Scottish Mortgages and other Related Security on trust for the benefit of the Issuer. The holding of a beneficial interest under a Scottish trust has (broadly) equivalent legal consequences in Scotland to the holding of an equitable interest in England and Wales.

In each case, this means that legal title to the Loans, the Overdrafts and their related Mortgages and other Related Security in the Portfolio will remain with the Legal Title Holder until the occurrence of a Perfection Event and will be held on bare trust in favour of the Issuer by the Legal Title Holder. The legal title to the Loans will be transferred to the Issuer or a nominee of the Issuer as soon as reasonably practicable following the occurrence of a Perfection Event.

The Issuer has not applied, and prior to the occurrence of a Perfection Event will not apply, to the Land Registry to register or record its equitable interest in the Mortgages secured on Properties in England and Wales, respectively, and cannot in any event apply to the Registers of Scotland to register or record its beneficial interest in the Scottish Mortgages pursuant to a Scottish Declaration of Trust.

Following a Perfection Event, (i) notice of the transfer of legal title to the Loans and Overdrafts to the Issuer or a nominee of the Issuer will be given to the Borrowers in respect of the English Loans, the Overdrafts and their Related Security; and (ii) assignations will be granted by the Seller in favour of the Issuer of the legal title to the Scottish Loans and their related Scottish Mortgages and other Related Security and notice of such assignations will be given to the Borrowers. Until the time such notice is given to the relevant Borrowers, equitable or independent set-off rights may accrue in favour of any Borrower against his or her obligation to make payments to the Legal Title Holder under the relevant Loan or Overdraft. These rights may result in the Issuer receiving reduced payments on the Loans or Overdrafts. The transfer of the benefit of any Loans and Overdrafts to the Issuer will continue to be subject to any prior rights that any applicable Borrower may become entitled to after the transfer. However, following notice of the assignment or assignation to the Issuer or its nominee, being given to the Borrowers, some rights of set-off (being those rights that are not connected with or related to the relevant Loan or Overdrafts) may not arise after the date notice is given. For the purposes of this Prospectus, references herein to "set-off" shall be construed to include analogous rights in Scotland. For further information on the effects of a set-off in relation to the Portfolio, see "*A set-off may adversely affect the value of the Portfolio or any part thereof" below.*

As a consequence of the Issuer not obtaining (prior to a Perfection Event) perfected legal title to the Loans the Overdrafts and their Related Security or the Properties secured thereby, a *bona fide* purchaser from any Legal Title Holder for value of any of such Loans or Overdrafts and their Related Security without notice of any of the interests of the Issuer might obtain a good title free of any such interest. If this occurred, then the Issuer would not have good title to the affected Loan or Overdrafts and its Related Security, and it would not be entitled to payments by a Borrower in respect of that Loan or Overdrafts. However, the risk of third-party claims obtaining priority to the interests of the Issuer in this way would likely be limited to circumstances arising from breach by the Legal Title Holder of its contractual obligations or from fraud, negligence or mistake on the part of the Legal Title Holder or any of its respective personnel or agents.

Until notice of the assignment or assignation is given to the Borrowers, the Issuer would not be able to enforce any Borrower's obligations under a Loan or Overdrafts or its Related Security itself but to the extent that the Servicer failed to take any or appropriate enforcement action against the relevant Borrower (in accordance with the enforcement procedures of the Servicer) the Issuer or the Trustee would be able to take action (under the power of attorney to be entered into pursuant to the Mortgage Sale Agreement) or would have to join the Legal Title Holder as a party to any legal proceedings. Borrowers will also have the right to redeem their Loan or Overdraft by repaying the relevant Loan or Overdrafts directly to the Legal Title Holder. However, the Legal Title Holder and the Servicer undertake, pursuant to the Servicing Agreement and the Mortgage Sale Agreement, to hold any money repaid to them in respect of relevant Loans and Overdrafts on trust for the Issuer. In addition, the Seller will, pursuant to the Mortgage Sale Agreement, agree to hold on trust any money repaid to it in respect of relevant Loans or Overdrafts received from the Legal Title Holder or any other party (or on their behalf) to the order of the Issuer.

If any of the risks described above were to occur then the realisable value of the Portfolio or any part thereof may be affected.

In all cases, this means that in order for legal title to be transferred to the Issuer, transfers, conveyances, assignments and assignations would have to be registered or recorded at the Land Registry or Registers of Scotland, as applicable, and notice would have to be given to Borrowers of the transfer.

The Issuer will have power of attorney to act in the name of the Legal Title Holder, in respect of the Loans, the Overdrafts and their Related Security.

A set-off may adversely affect the value of the Portfolio or any part thereof

As described above, the sale by the Seller to the Issuer of the English Loans, the Overdrafts and their Related Security will initially take effect in equity only and the sale of the Scottish Loans and their Related Security will be given effect by Scottish Declarations of Trust granted by the Seller in favour of the Issuer. As a result, the Legal Title Holder will remain the lender of record.

Once notice has been given to the Borrowers of the assignment or assignation of the Loans, the Overdrafts and their Related Security to the Issuer or its nominee following a Perfection Event, independent set-off rights (and the equivalent rights under Scots law) which a Borrower has against the Legal Title Holder will crystallise and further rights of independent set-off would cease to accrue from that date and no new rights of independent set-off could be asserted following that notice. In addition to the Loans and Overdrafts, the Seller may also take deposits from the Borrowers. Set-off rights arising under "*transaction set-off*" (being those set-off claims arising out of a transaction connected with the Loan or Overdraft, as applicable) will not be affected by that notice and will continue to exist.

The relevant Borrower may set off any claim for damages arising from the Legal Title Holder's breach of contract against the Legal Title Holder's (and therefore, an equitable assignee of or holder of the beneficial interest in the Loans and their Related Security, the Issuer's) claim for payment of principal and/or interest under the relevant Loan or Overdraft as and when it becomes due. These set-off claims will constitute transaction set-off, as described above. In this respect, the Seller will represent and warrant in the Mortgage Sale Agreement that the terms and conditions of the Loans do not require the Legal Title Holder to agree to any Further Advance or Product Switch in respect of a Loan and that the terms and conditions of the Overdrafts do not require the Legal Title Holder to agree to any Drawing in respect of an Overdraft, other than where there is an Undrawn Amount which has been

agreed and which has not been cancelled, under an Authorised Overdraft. If the Legal Title Holder agrees with any Borrower that a Further Advance will be made in respect of a Loan or that an Authorised Overdraft Extension will be made in respect of an Overdraft, such Further Advance or Authorised Overdraft Extension will either be sold to the Issuer (during the Replenishment Period only) or, alternatively, the related Loan or Overdraft will be repurchased by the Seller (together with any other Linked Loans in the same Borrower Group). If the Legal Title Holder agrees with any Borrower that a Product Switch may occur in respect of a Loan, such Loan must be reacquired by the Seller prior to the granting of such Product Switch (in order for the Product Switch to be implemented) and will, during the Replenishment Period, be subsequently resold to the Issuer, subject to and in accordance with the terms of the Mortgage Sale Agreement.

Notwithstanding the representation, warranty and undertakings described above, the exercise of set-off rights by Borrowers may adversely affect the timing of receipt and ultimate amount received by the Issuer in respect of the relevant Loans and Overdrafts and the realisable value of the Portfolio and/or the ability of the Issuer to make payments under the Notes and Certificates.

Banks, insurance companies and other financial institutions in the UK (such as the Seller) are subject to the FSCS which gives customers protection where an authorised firm is unable or is likely to be unable to meet claims against it because of its financial circumstances. The majority of deposits made by Borrowers or guarantors (as applicable) with the Seller will be covered by the FSCS which gives the Borrower protection up to the FSCS limit (as at the date of this Prospectus being £120,000 (the "**FSCS Limit**")). As such, in the event that the Seller is unable to meet a claim from a Borrower or (if applicable) guarantor over and above the FSCS limit, set-off rights of such Borrower or guarantor, despite the giving of notice to the Borrowers or guarantors of the assignment of the Loans, Overdrafts and their Related Security to the Issuer, may apply. The Seller will provide the Set-off Indemnity to the Issuer for certain set-off risks where a Borrower has a bank account with the Seller and the balance standing to the credit of that bank account exceeds the FSCS Limit. The Seller is also required, in accordance with the terms of the Mortgage Sale Agreement, to provide collateral for its obligations under the Set-off Indemnity in an amount equal to the Set-off Collateral Minimum Amount or, at the election of the Seller, equal to such greater amount as may be required to maintain the then current rating of the Rated Notes and will, following the occurrence of a Set-off Reserve Fund Event, be required to transfer the Set-off Reserve Fund Delivery Amount to the Issuer, such amounts to be applied by the Issuer (or the Cash Manager on its behalf) in order to fund the Set-off Reserve Fund (see sections headed "*Summary of the Key Transaction Documents – Mortgage Sale Agreement – Set-off Indemnity*" above and "*Cashflows – Set-off Collateral*" below). Notwithstanding the Set-off Indemnity (including amounts available to the Issuer as Set-off Collateral) and, if funded, the Set-off Reserve Fund, there can be no assurance that the exercise by a Borrower of set-off will not have an adverse effect on the realisable value of the Portfolio and/or the ability of the Issuer to make payments under the Notes and Certificates.

Buy-to-Let Loans

The Loans in the Provisional Portfolio comprise Buy-to-Let Loans that the Seller believes are unregulated (see section headed "*Unregulated buy-to-let mortgage loans*" below).

As at the end of September 2025, approximately 100 per cent. of the aggregate number of the Loans (representing 100 per cent. of the aggregate principal amount of the Principal Balance of the Loans) in the Provisional Portfolio are Buy-to- Let Loans. None of the Loans are Flexible Loans, self-certified loans, or loans that were marketed and underwritten on the premise that the loan applicant or, where applicable, intermediaries were made aware that the information provided might not be verified by the lender. The Borrower's ability to service such Loans is likely to depend on the Borrower's ability to lease the relevant Property 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 capital repayments in respect of the Loan. Upon enforcement of a Loan in respect of a Property which is the subject of an existing tenancy, the Servicer may not be able to obtain vacant possession of the Property, in which case the Servicer 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 could realise upon enforcement of the Loan 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. However, enforcement procedures in relation to such Loans 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.

Additionally, the introduction of the various taxation and regulatory measures may adversely affect the private residential rental market in the United Kingdom in general, or (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 refinance their Loan or sell the underlying Property, which in turn may adversely affect the yield to maturity of the Notes and payments under the Notes and Certificates. See further *"Risk Factors – Considerations Relating to Yield, Prepayments and Mandatory Redemption"* above and *"*R*isk Factors – Potential effects of any additional regulatory changes"* below.

As of the date of this prospectus, income tax relief for residential property finance costs is, effectively, restricted to, at most, the basic rate of income tax (20 per cent).

The buy-to-let market in the UK has been disrupted as a result of a series of regulatory interventions, which are in the process of reshaping the sector. Significant changes have been seen to date, and the effects are yet to work themselves out fully. The regulatory changes in 2017 set out in the PRA Supervisory Statement SS13/16 and were implemented in two phases.

Phase One:

From 1 January 2017, the PRA imposed common standards for affordability testing in the buy-to-let sector, similar, in principle, to the approach adopted by the FCA for owner-occupied mortgages. Most lenders were able to adopt these changes without serious disruption.

Phase Two:

From 1 October 2017, lenders were required to underwrite portfolio buy-to-let applications on a much more specialised basis, differentiating between professional and amateur landlords, based on the number of properties owned with buy-to-let finance. Whilst the market in general was slow to reflect the required regulatory changes and communicate these to landlords and intermediaries leading to some disruption around the implementation date due to lack of clarity on lenders' requirements, such disruption has subsequently eased as lenders have made their position clearer. Lenders in the buy-to-let market now broadly fall into one of three groups: those that only offer buy-to-let mortgages to non-portfolio landlords; those that offer only limited services to portfolio landlords and specialist lenders that provide a full range of products for professional portfolio landlords.

Further changes post 2017:

Borrowers may have Loans in the Portfolio that are related to shared properties where HMO licensing rules apply. Prior to October 2018, a property was only classified as an HMO (and thus needed a permit) if it was rented to five or more people from more than one household, was at least three storeys high, and had shared facilities. In October 2018, the three-storey rule was removed, so any large flat or house share of five or more people now requires an HMO licence. For landlords who fall under the licensing scheme, from October 2018, the rules also introduce minimum size requirements for each bedroom in the property. If an inspection were to find these requirements were breached, the relevant local authority may give a period of time for the relevant issue to be fixed (for example, by either moving out the tenant or making the room larger). However, the rules may be enforced more strictly (and fines applied) if a landlord let the room to a tenant knowing they were in breach. Where a property requires a licence due to it being a HMO, it is a requirement of the Seller's underwriting process that the conveyancer will confirm that this is in place or that an application has been made for such licence at the time of completion.

On 15 April 2019, the Government announced its plans to run a consultation on proposals to remove the ability of landlords to use "no fault" evictions under Section 21 of the Housing Act 1988 (the "**2019 Consultation**"). As the law currently stands, a landlord can evict a tenant who has an assured shorthold tenancy using a Section 21 or Section 8 Notice. As part of this consultation process, the Government intends to consult and collaborate with landlords, tenants and letting agents.

Section 21 Notices can be served to evict tenants either on expiry of the fixed term of the tenancy, where there is provision for a break during the tenancy, or at the end of a period of the tenancy where the tenancy has become "periodic". When issuing a Section 21 Notice, there is no requirement for the tenant to be in breach, or for a landlord to specify valid reasons for wanting to bring the tenancy to an end. Under the proposals, landlords will be required to provide an evidenced reason for bringing a tenancy to an end, which may be similar to the method of gaining possession under Section 8 of the Housing Act 1988. The reasons, or "grounds" under which landlords can seek possession under Section 8 are listed in Section 8 of Schedule 2 of the 1988 Act.

The UK Government introduced the Renters' Rights Bill to the UK Parliament on 11 September 2024, which will introduce wide-ranging changes to the rental sector in England and Wales. According to the UK Government, "*The Renters' Rights Bill delivers our manifesto commitment to transform the experience of private renting […]*". As at the date of this prospectus, the bill is expected to receive Royal Assent in late 2025. The bill introduces changes to housing laws in England and Wales as they relate to the private rental sector, including (but not limited to): the abolition of "no fault" evictions by landlords under section 21 of the Housing Act 1988; the abolition of fixed-term assured tenancies and assured shorthold tenancies (ASTs) (to be replaced with periodic assured tenancies); amendments and expansions to grounds for possession; amendments to the statutory procedures for proposing rent increases and challenging the amount or increase of rent; the creation of a new redress scheme (creating a new Private Rented Sector Landlord Ombudsman Service); and a new duty on landlords to provide tenants with a written statement of terms and information before the tenancy is entered into. As at the date of this prospectus, the Bill is currently at the 'Ping Pong stage', where each House considers amendments made by the other until all is agreed. The bill is received Royal Assent in October 2025, however, further regulations are required in order for its provisions to be fully brought into force and implementation dates for many of its provisions have not yet been confirmed. It is difficult to predict with certainty what effect the Renters' Rights Act 2025 will have on the Issuer or the Seller or their respective business or operations.

In Scotland, the Private Housing (Tenancies) (Scotland) Act 2016 (the "**2016 Act**") introduced, from 1 December 2017, a form of tenancy known as a "private residential tenancy" which (except in a very limited number of exceptions) provides tenants with security of tenure by restricting a landlord's ability to regain possession of the property to a number of specific eviction grounds.

Accordingly, a lender or security-holder may not be able to obtain vacant possession if it wishes to enforce its security unless one of the specific eviction grounds under the legislation applies. It should be noted though that one of the grounds on which an eviction order can be sought is that a lender or security-holder intends to sell the property and requires the tenant to leave the property in order to dispose of it with vacant possession. There is a risk that the 2016 Act may result in lower recoveries in relation to buy-to-let mortgages over properties in Scotland and may affect the ability of the Issuer to make payments under the Notes.

A rent cap, which was introduced by the Scottish Parliament in response to rapid increases in inflation and the cost of living that have been affecting the UK since the beginning of the energy crisis in the first half of 2022, ended on 31 March 2025. While there is no current rent cap in operation in Scotland, a tenant can still challenge a rent increase and apply for it to be set at the open market value. Further, the Housing (Scotland) Act 2025 (the "**2025 Act**") received Royal Assent on 6 November 2025 and modifies the 2016 Act by providing for long-term rent controls for private tenancies. It provides local authorities with the power to designate rent control areas, with rent increases (both within and between tenancies) being capped at CPI +1% per year, up to a maximum increase of 6%. This long-term rent control framework will be implemented in stages and is expected to be fully operational by 2027/28.

The 2025 Act also modifies the 2016 Act by providing greater protection to tenants during the evictions process, with the First Tier Tribunal and the Sheriff Court being required to consider whether it would be reasonable in the circumstances to delay eviction. Consideration must be given to both tenant and landlord circumstances and, in particular, whether there is likely to be financial hardship or a detrimental effect on health (including in relation to seasonal factors). It is expected that these changes will come into force in March 2026.

The above taxation and regulatory measures (including the introduction of those proposed) may adversely affect the private residential rental market in the United Kingdom in general, or (in the case of the restriction of income tax relief, the changes to the HMO licensing regime and any change in

landlords' ability to evict tenants) 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 and payments under the Notes and Certificates. See further "*Risk Factors – Considerations Relating to Yield, Prepayments and Mandatory Redemption*" above and "*Risk Factors – Potential effects of any additional regulatory changes*" below.

Insurance Policies

The Mortgage Conditions require borrowers to have buildings insurance for the relevant Property. However, 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 and the Servicer does not conduct systematic verification of valid insurance after a loan has been originated.

No assurance can be given that the Issuer will always receive the benefit of any claims made under any applicable buildings insurance contracts. This could adversely affect the Issuer's ability to make payment of interest and/or principal in respect of the Notes and payments under the Certificates.

Investors should be aware that there is no guarantee that the Legal Title Holder will enter into any Legal Title Holder Insurance Policies (such as those which give the Issuer certain protection in respect of any loss arising from the existence of any adverse matter which would have been revealed had the Legal Title Holder instructed a solicitor to conduct a search or other procedure against the title to the relevant Property or Properties) over the life of the transaction.

Searches, Investigations and Warranties in Relation to the Loans and Authorised Overdrafts

The Seller will give certain warranties to the Issuer regarding the Loans, Authorised Overdrafts and their Related Security sold to the Issuer on the Closing Date and, if applicable, on any Sale Date falling after the Closing Date, during the Replenishment Period (see "*Summary of the Key Transaction Documents – Mortgage Sale Agreement*" below for a summary of these).

Neither the Trustee, the Arranger, the Lead Manager nor the Issuer has undertaken, or will undertake, any investigations, searches or other actions of any nature whatsoever in respect of any Loan, Overdraft 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 and Overdrafts 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 Seller and the other transaction parties will have limited obligations to monitor compliance with such warranties following the Closing Date.

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 which breach is not remedied in accordance with the Mortgage Sale Agreement, will be to claim under an indemnity provided by the Seller under the Mortgage Sale Agreement or, if the Seller elects not to make such indemnity payment but instead to repurchase the relevant Loan or Overdraft, to require the Seller to repurchase any relevant Loan or Overdraft, together with all other Loans and/or Overdrafts which are Linked Loans in the same Borrower Group, and its (or their) Related Security in accordance with the repurchase provisions in the Mortgage Sale Agreement. 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, the Issuer will not 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 or Overdraft 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 or compliance of the Authorised Overdrafts with the Overdraft Warranties following the Closing Date. This may affect the quality of the Loans and Overdrafts and their Related Security in the Portfolio and accordingly the ability of the Issuer to make payments due on the Notes and Certificates.

Declining property values

The value of the Related Security in respect of the Loans and Overdrafts may be affected by, among other things, a decline in the residential property values in the United Kingdom. If the residential property market in the United Kingdom should experience 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 and the Certificates.

The Issuer cannot guarantee that the value of a property will remain at the same level as on the date of origination of the related Loan. A fall in property prices resulting from the deterioration in the housing market could result in losses being incurred by lenders where the net recovery proceeds are insufficient to redeem any outstanding loan secured on such property. If the value of the Related Security backing the Loans and Overdrafts is reduced this may ultimately result in losses to Noteholders if the Security is required to be enforced and the resulting proceeds are insufficient to make payments on all Notes and Certificates.

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 "*Delinquencies or Default by Borrowers in paying amounts due on their Loans and Overdrafts*" 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 and to losses which in turn may adversely affect payments on the Notes and the Certificates.

Concentration Risks

Loans in the Portfolio may also be subject to geographic concentration risks within certain regions of the United Kingdom. The Provisional Portfolio includes Loans related to Properties in London which account for approximately 65.3 per cent. of the Provisional Portfolio as at the Cut-off Date (by reference to Principal Balance). To the extent that specific geographic regions within the United Kingdom have experienced or may experience in the future weaker regional economic conditions, housing markets and letting markets than other regions in the United Kingdom, a concentration of the Loans in such a region may be expected to exacerbate the risks relating to the Loans described in this section. Certain geographic regions within the United Kingdom rely on different types of industries. Any downturn in a local economy or particular industry may adversely affect the regional employment levels and consequently the repayment ability of the Borrowers in that region or in the region that relies most heavily on that industry. Any natural disasters or widespread health crises or the fear of such crises in a particular region may weaken economic conditions and reduce the value of affected Properties and/or negatively impact the ability of affected Borrowers to make timely payments on the Loans. This may result in a loss being incurred upon the sale of such Properties. These circumstances could affect receipts on the Loans and ultimately result in losses on the Notes or inability to make payments under the Certificates. For an overview of the geographical distribution of the Loans in the Provisional Portfolio, see "*Characteristics of the Provisional Portfolio – Geographical distribution*".

In addition, investors should note that as at the Portfolio Reference Date, 10 Borrowers have Loans and Overdrafts in the Provisional Portfolio with an aggregate Principal Balance of more than £3.7 million (such Borrowers' Loans and Overdrafts having an aggregate Principal Balance of approximately £44 million). As the rate of payment and prepayment cannot be predicted with any certainty in respect of the Loans in the Portfolio, investors should be aware that the concentration of Loans in excess of £3.7million may increase over time which may in turn adversely affect payments on the Notes and Certificates.

Breathing Space Regulations

Under the Breathing Space Regulations, an individual may apply for a moratorium (either a breathing space moratorium or mental health crisis moratorium) in respect of 'qualifying debt'. A debtor may only enter into a breathing space moratorium whilst receiving debt advice (from a debt advice provider authorised to provide debt counselling under article 39E of the RAO or a local authority) and potentially entering into a debt solution. Breathing spaces will end either (a) 60 days from the date it started; (b) the day after a debt adviser or court cancels it; or (c) if the debtor dies during the breathing space period. In this case, the breathing space ends on the day after the debtor died.

In addition, in circumstances where the debtor is suffering from a mental health crisis, the debtor themselves or mental health professionals may apply to debt advisors for a mental health breathing space. This will end 30 days after the debtor's mental health crisis treatment ended, or 30 days after the date a debt adviser had no response after asking for confirmation from the nominated point of contact about a debtor's ongoing mental health crisis treatment.

A 'qualifying debt' includes any debt or liability other than 'non-eligible debt' (defined in regulation 5(4)) including, for example, secured debt which does not amount to arrears in respect of secured debt (regulation 5(4)(a)), whether or not it is entered into, or due to be paid or repaid, before the Breathing Space Regulations come into force (regulation 5(2)). This includes any amount that the debtor is liable to pay under or in relation to an order or warrant for possession of the debtor's place of residence (regulation 3(a)). The Breathing Space Regulations do not explicitly exclude unregulated buy-to-let mortgage loans. The critical distinction is whether the debt is a "qualifying debt" or "non-eligible debt". Accordingly, arrears amounts on mortgage agreements and arrears in rental payments would constitute "qualifying debt".

A moratorium includes protection from creditor action for most personal debts, including financial services debt, household bill arrears and most public sector debts. The Breathing Space Regulations impose obligations on consumer credit lenders, mortgage lenders and other regulated firms, to comply with the restrictions and obligations imposed by the moratorium on collection and enforcement of debts and application of interest and other charges. This may impact the Loans insofar as these include arrears amounts on mortgage agreements, which will be within scope of breathing spaces. No enforcement action may be taken in respect of these arrears amounts for the duration of a breathing space. Additionally, tenants of rented properties are protected from evictions for the duration of a breathing space – however, the debtor needs to meet their ongoing rent obligation (the ongoing obligation to pay rent constitutes a new payment obligation incurred during the breathing space, and therefore is not a "qualifying debt" – only rental arrears fall within the scope of the Breathing Space Regulations). If payments in respect of ongoing obligations are not made, the debt adviser may elect to cancel the standard breathing space. Any such moratoria may adversely affect the Issuer's ability to make payments to the Noteholders and Certificateholders.

In Scotland, eligible individuals are afforded similar legal protection under the Bankruptcy (Scotland) Act 2016 although the moratorium period of 6 months is longer than in England and Wales and does not make any accommodation for mental health crisis. The Scottish Parliament has however passed The Bankruptcy and Diligence (Scotland) Act 2024 which permits regulations to be made for the introduction of a similar form of moratorium in Scotland as currently exists under the Breathing Space Regulations. The timescale for the introduction of the regulations on the proposed moratorium is currently unknown.

SERVICING AND THIRD PARTY RISKS

Issuer Reliance on Third Parties

The Issuer is party to contracts with a number of third parties who have agreed to perform services in relation to the Issuer and/or Notes and Certificates. In particular, but without limitation, the Corporate Services Provider has agreed to provide certain corporate services to the Issuer pursuant to the Corporate Services Agreement, the Issuer Account Bank has agreed to provide the Issuer Accounts to the Issuer pursuant to the Bank Account Agreement, the Swap Provider has agreed to enter into one or more Swap Transactions pursuant to the terms of the Swap Agreement, the Servicer has agreed to service the Portfolio pursuant to the Servicing Agreement, the Back-Up Servicer Facilitator has agreed to provide facilitation services in relation to the Portfolio pursuant to the Servicing Agreement, the Cash Manager has agreed to provide cash management services pursuant to the Cash Management Agreement, and the Agents have all agreed to provide services with respect to the Notes and Certificates pursuant to the Agency Agreement. In the event that any of the above parties were to fail to perform their obligations under the respective agreements, including any failure arising from circumstances beyond their control such as epidemics (for example, COVID-19), to which they are a party 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 Certificateholders may be disrupted and Noteholders and Certificateholders may be adversely affected.

The Transaction Documents do not contain any restrictions on the ability of any third party providing services to the Issuer to change their business plans and strategies and access other business lines or markets after the Closing Date. Any changes of the business plans and strategies of a third-party service provider could expose that third party to additional risks (including regulatory, operational and systems risk) which could have an adverse effect on the ability of the third party to provide services to the Issuer and consequently could have an adverse effect on the Issuer's ability to perform its obligations under the Notes and Certificates.

Termination of the appointment of the Servicer and/or the Legal Title Holder

Cynergy Bank plc will be appointed by the Issuer as Servicer to service the Loans, the Overdrafts and their Related Security. If the Servicer breaches the terms of the Servicing Agreement, then, prior to the delivery of an Enforcement Notice and with the prior written consent of the Trustee, the Seller or the Issuer or, after delivery of an Enforcement Notice, the Trustee may be entitled to terminate the appointment of the Servicer in accordance with the terms of the Servicing Agreement.

The aggregate liability of the Servicer is subject to limitation and caps, as more particularly described in the section entitled "*Summary of the Key Transaction Documents – The Servicing Agreement*".

Any change in Servicer or Legal Title Holder could delay collection of payments on the Loans and/or Overdrafts and ultimately could adversely affect the ability of the Issuer to make payments in full on the Notes and payments under the Certificates.

If a Servicer Termination Event occurs, the Issuer, the Seller, the Back-Up Servicer Facilitator and Trustee shall enter into a replacement servicing agreement on such terms and in such form as is consistent with the prevailing market standard at the relevant time. Investors should be aware that no comfort can be given as to what the prevailing market standard will be at any time a Servicer Termination Event occurs and, as such, there is no guarantee that the protections included in respect of the Issuer in such replacement servicing agreement (including, but not limited to, servicer standard of care, servicer covenants, and servicer fees and ability for the Issuer to terminate the replacement servicer) will not be materially weaker than those included in the Servicing Agreement. Investors should also note that the Seller is able to make consequential changes to other Transaction Documents in this scenario to implement the appointment of the Successor Servicer and the transfer of legal title to the Loans – see the risk factor entitled "*Meetings of Noteholders, Certificateholders, Modifications and Waivers*".

In addition, 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, investors should be aware that no comfort can be given as to what the prevailing market standard will be at any time a substitute Servicer is appointed and it may be that the terms on which such a substitute Servicer may be appointed are substantially different from those set out in the Servicing Agreement (including in respect of the location of the payment of any servicing fees in the Priority of Payments) and the terms may be such that the Noteholders and Certificateholders may be adversely affected. 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/or Overdrafts and hence the Issuer's ability to make payments when due on the Notes and Certificates.

In addition, Noteholders and Certificateholders should be aware that the Servicer has no obligation itself to advance payments that Borrowers fail to make in a timely fashion.

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

Change of counterparties

The 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 and the Swap

Provider) are required to satisfy certain criteria in order that they can continue to be a counterparty to the Issuer.

These criteria include requirements in relation to the long-term critical obligations rating, long-term senior unsecured debt rating, short-term unsecured, unguaranteed and unsubordinated debt rating, long-term unsecured, unguaranteed and unsubordinated debt rating and/or deposit rating ascribed to such parties by the Rating Agencies. If the party concerned ceases to satisfy the applicable criteria, including the ratings criteria set out in the relevant Transaction Documents and as described in this Prospectus, then the rights and obligations of that party (including the right or obligation to receive monies on behalf of the Issuer) may be required to be transferred to another entity which does satisfy the applicable ratings 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 payments under the Certificates and/or lead to a downgrade in the ratings of the Notes.

In addition, should the applicable criteria cease to be satisfied, then the parties to the relevant Transaction Document may agree to amend or waive certain of the terms of such document, including the applicable criteria (although this will not apply to mandatory provisions of law), in order to avoid the need for a replacement entity to be appointed. The consent of Noteholders or Certificateholders may not be required in relation to such amendments and/or waivers and as such investors should be aware that certain counterparties to the Transaction Documents may change from time to time without their consent.

RISKS RELATED TO THE RIGHTS OF NOTEHOLDERS, CERTIFICATEHOLDERS AND SECURED CREDITORS

Conflict between Noteholders, Certificateholders and other Secured Creditors

So long as any of the Notes are outstanding, except where expressly provided otherwise, the Trustee shall not have regard to the interests of the Certificateholders or the other Secured Creditors as regards all powers, trusts, authorities, duties and discretions of the Trustee, subject to the provisions of the Trust Deed, Conditions 13.5 (*Modification to the Transaction Documents*) and 13.6 (*Additional Rights of Modification*) and Certificate Conditions 12.5 (*Modification to the Transaction Documents*) and 12.6 (*Additional Right of Modification*), which may adversely affect the holders of the Certificates and those other Secured Creditors.

Conflict between Noteholders and Certificateholders

The Trust Deed and the Deed of Charge contain provisions requiring the Trustee to have regard to the interests of Noteholders and not the interests of the Certificateholders (whilst the Notes are outstanding) as regards all powers, trusts, authorities, duties and discretions of the Trustee (except where expressly provided otherwise).

If, in the Trustee's opinion, however, there is or may be a conflict between the interests of the holders of one or more Classes of Notes, on the one hand, and the interests of the holders of one or more Classes of Notes, on the other hand, then the Trustee is required to have regard only to the interests of the holders of the relevant affected Class of Notes ranking in priority to other relevant Classes of Notes in the Post-Enforcement Priority of Payments.

As a result, holders of Notes and Certificates other than the Most Senior Class may not have their interests taken into account by the Trustee when the Trustee exercises discretion where there is a conflict of interest, which may adversely affect the holders of such Notes and Certificates.

In addition, prospective investors should note that (subject to the requirements applicable in respect of a Basic Terms Modification), a proposed Ordinary Resolution and/or Extraordinary Resolution may not be passed even if voted in favour by them (or, conversely, may be passed even if not voted in favour by them) as a result of such prospective investors being holders of a minority of the Notes or Certificates (as applicable).

In addition, prospective investors should note that the Trust Deed provides that no Extraordinary Resolution of the holders of a Class of Notes or Certificates, other than the holders of the Most Senior Class, shall take effect for any purpose while the Most Senior Class remains outstanding unless such Extraordinary Resolution shall have been sanctioned by an Extraordinary Resolution of the holders of the Most Senior Class or the Trustee is of the opinion it would not be materially prejudicial to the interests of the holders of the Most Senior Class.

For certain purposes, including the determination as to whether Notes and Certificates are deemed outstanding, for the purposes of convening a meeting of Noteholders or Certificateholders, those Notes or Certificates (if any) which are for the time being held by or on behalf of or for the benefit of the Issuer, the Seller, any holding company as defined in section 1159 of the Companies Act 2006 ("**Holding Company**") of the Issuer or the Seller or any other subsidiary as defined in section 1159 of the Companies Act 2006 ("**Subsidiary**") of either such Holding Company (each such entity a "**Relevant Person**"), in each case as 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 or 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 or 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 or 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 or Certificates of such Class, then the Relevant Class shall be deemed not to remain outstanding and **provided that** in relation to a matter relating to a Basic Terms Modification, any Notes or 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.

Conflicts of Interest

Certain of the Transaction Parties and their respective affiliates are acting in a number of capacities in connection with the transaction described herein. Those Transaction 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, the Lead Manager and any Lead Manager Related Person:

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

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

(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 and Certificates, the Issuer or any other Transaction Party or any related entity, both on its own account and for the account of other persons.

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 Certificates are limited to the relevant contractual obligations set out in the Transaction Documents (if any) and, in particular, no advisory 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 or Certificateholder 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 and/or 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 or Certificate, the Issuer or a Relevant Party, may affect the value of a Note or Certificate.

These interests may conflict with the interests of a Noteholder and/or Certificateholder and the Noteholder and/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 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 Noteholders, Certificateholders and the Lead Manager Related Persons in so doing so act in its own commercial interests and without notice to, and without regard to, the interests of any such person.

Cynergy shall, on the Closing Date purchase 100 per cent. of the Class A Notes. As a result, as at the Closing Date and subject to certain conditions, Cynergy will have the right to attend and vote at meetings and pass resolutions and the interests of Cynergy (including, for example, in its capacity as Seller, Servicer, Legal Title Holder and Wet Funding Facility Provider) may conflict generally with that of the other Noteholders. Prospective investors in the Notes should be aware that their interests may not always be aligned with those of Cynergy.

Meetings of Noteholders, Certificateholders Modification and Waivers

The Conditions contain provisions for calling separate or combined 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 requisite majority for such vote).

The Conditions also provide that the Trustee may agree, without the consent of the Noteholders, the Certificateholders or the other Secured Creditors (other than any Secured Creditors which are party to the relevant Transaction Document), to (a) except in the case of a Basic Terms Modification, any modification of, or the waiver or authorisation of, any breach or proposed breach of, the Conditions or any of the Transaction Documents which is not, in the opinion of the Trustee, materially prejudicial to the interests of the Noteholders or, if no Notes are outstanding, the Certificateholders or (b) any modification which, in the opinion of the Trustee, is of a formal, minor or technical nature or to correct a manifest error. The Conditions also specify that certain categories of amendments (including changes to 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 the relevant affected Class or Classes of Notes or Certificates then in issue, as applicable which are affected by such Basic Terms Modifications. The Conditions also provide that the Trustee shall, subject to the terms thereof, without the consent or sanction of the Noteholders, Certificateholders or any of the other Secured Creditors (other than any Secured Creditors which are party to the relevant Transaction Document), agree to any modification to the Transaction Documents, the Conditions or the Certificate Conditions requested by the Issuer (a) in order for it to comply with any requirements which apply to it under UK EMIR and EU EMIR, commonly known as the European Market Infrastructure Regulation, or (b) for the purpose of enabling the Issuer (or the Servicer on its behalf) to (x) transfer the Collection Account from the Collection Account Bank to another bank or (y) transfer the role of the Servicer to the Successor Servicer in circumstances where the Servicer's appointment is terminated pursuant to clause 24 (*Appointment following Termination*) of the Servicing Agreement, irrespective of whether such modifications are (i) materially prejudicial to the interests of the holders of any Class of Notes, any Certificates or any other Secured Creditor or (ii) in respect of a Basic Terms Modification, **provided that** the Issuer (or Servicer on its behalf) certifies to the Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect and that the conditions stipulated in clause 28.2 or 24, respectively, of the Servicing Agreement have been satisfied or (c) for the purpose of enabling the Issuer to open any additional custody account for the receipt of any collateral posted by the Swap Provider under the Swap Agreement in the form of securities irrespective of whether such modifications are (i) materially prejudicial to the interests of the holders of any Class of Notes or Certificates or any other Secured Creditor or (ii) in respect of a Basic Terms Modification **provided that** the Issuer (or the Seller on its behalf) certifies to the Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect.

Further, the Trustee 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 any changes in the requirements of the EU Securitisation Regulation, including as a result of the adoption of regulatory technical standards in relation to the EU Securitisation Regulation or any other risk retention legislation, regulations or official guidance in relation thereto, (iii) complying with any changes in the requirements of the UK Securitisation Framework, including as a result of the adoption or amendment of any risk retention legislation, regulations or official guidance in relation thereto, (iv) enabling the Notes to be (or to remain) listed on the FCA's Official List and to be (or to remain) admitted to trading on the Main Market of the London Stock Exchange, (v) enabling the Issuer or any of the other Transaction Parties to comply with FATCA, (vi) complying with any changes in the requirements of the UK CRA Regulation including as a result of the adoption of regulatory technical standards in relation to the UK CRA Regulation, the UK CRA3 Requirements, the UK Securitisation Framework including any requirements imposed by the UK Securitisation Framework and/or any new regulations or official guidance in relation thereto, (vii) making a Base Rate Modification after the Closing Date or (viii) making a Swap Rate Modification (each a "**Proposed Amendment**"), without the consent of the Noteholders or Certificateholders.

In relation to any such Proposed Amendments, the Issuer is required, amongst other things, to certify in writing to the Trustee that the Issuer has provided at least 30 calendar days' notice to the Noteholders or Certificateholders, as applicable, of each Class of the proposed modification in accordance with Condition 16 (*Notice to Noteholders*) or Certificate Condition 15 (*Notice to Certificateholders*) and by publication on Bloomberg on the "Company News" screen relating to the Notes and Certificates. However, Noteholders and Certificateholders should be aware that, in relation to each Proposed Amendment, if Noteholders or Certificateholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the Most Senior Class (or, if no Notes are outstanding, the Certificates) have not contacted the Issuer in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Notes and Certificates may be held) within such notification period notifying the Issuer that such Noteholders or Certificateholders, as applicable, do not consent to the modification, the modification will be passed without Noteholder or Certificateholder consent.

If Noteholders or Certificateholders, as applicable, representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the Most Senior Class (or, if no Notes are outstanding, Certificates) then outstanding have notified the Issuer in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Notes or Certificates may be held)

within the notification period referred to above that they do not consent to the modification, the such modification will not be made unless an Extraordinary Resolution of the Noteholders or Certificateholders, as applicable, of the Most Senior Class of Notes (or, if no Notes are outstanding, Certificates) then outstanding is passed in favour of such modification in accordance with Condition 13 (*Meetings of Noteholders Modification, Waiver and Substitution*) or Certificate Condition 12 (*Meetings of Certificateholders, Modification, Waiver and Substitution*). See "*Terms and Conditions of the Notes – Condition 13 (Meetings of Noteholders, Modification, Waiver and Substitution)*" and "*Terms and Conditions of the Certificates* – Certificate Condition 12 (*Meetings of Certificateholders, Modification, Waiver and Substitution*)" below.

There is no guarantee that any changes made to the Transaction Documents and the Conditions pursuant to the obligations imposed on the Trustee, as described above, would not be prejudicial to the Noteholders or Certificateholders.

Significant investors

Significant concentrations of holdings of the Notes may occur. In holding some or all of the Notes of any Class, an investor holding such concentrations may have a majority holding and therefore be able to pass, or hold a sufficient minority to block, Noteholder resolutions.

It is expected that on the Closing Date, one or more third party investors (which may include, without limitation, one or more funds, acting directly or through an affiliate) will acquire 100 per cent. of the Principal Amount Outstanding of the Notes of each Class, other than the Class A Notes, giving those Noteholders the ability to pass or block certain Noteholder resolutions. Therefore, no assurance can be given that any other Noteholder will have influence to block or pass certain Noteholder resolutions in respect of these Classes.

In addition, it is expected that, on the Closing Date, the Seller will acquire 100 per cent. of the Principal Amount Outstanding of the Class A Notes and that the Issuer will issue the Certificates to the Seller as part of the consideration for the purchase of the Portfolio on the Closing Date. As a result, the Seller, as at the Closing Date, will be able to pass or block Noteholder resolutions in respect of the Class A Notes and Certificateholder resolutions in respect of the Certificates.

CERTAIN REGULATORY RISKS RELATED TO THE PORTFOLIO

European Market Infrastructure Regulation

The European Market Infrastructure Regulation EU 648/2012 as amended by Regulation EU 2019/834 ("**EU EMIR**") and the associated UK assimilated law by virtue of the EUWA each as amended and supplemented from time to time ("**UK EMIR**" and together, "**EMIR**") and its various delegated regulations and technical standards impose a range of obligations on parties to "over-the-counter" ("**OTC**") derivative contracts according to whether they are "financial counterparties" (which includes credit institutions and insurance companies), or other entities which are "non-financial counterparties" (or third country entities equivalent to "financial counterparties" or "non-financial counterparties").

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 have the effect of increasing the cost of compliance with UK EMIR over time. In addition, UK EMIR is subject to ongoing changes and modifications and this may have the effect of increasing the cost of compliance over time

Broadly, the requirements under EMIR include: (i) mandatory clearing of certain classes of OTC derivative contracts entered into between certain counterparty types where the aggregate notional value of OTC derivative contracts to which an entity is party exceeds an applicable threshold (the "clearing obligation"); (ii) risk mitigation techniques in respect of uncleared OTC derivative contracts, including for certain counterparty types the exchange and segregation of collateral, portfolio reconciliation, dispute resolution and daily valuation (the "risk mitigation obligations"); and (iii) reporting details of derivative contracts to trade repositories and associated recordkeeping requirements in respect of all derivative contracts (the "reporting obligation").

Financial counterparties which exceed applicable thresholds are subject to the clearing obligation and are also subject to the reporting obligation, and, in respect of those OTC derivative contracts which

are not subject to clearing, are also subject to all of the risk mitigation obligations. To the extent that the Issuer becomes a financial counterparty, this may lead to a termination of the relevant Swap Agreement or amendment of its terms.

Non-financial counterparties (as defined in EMIR) are split into two further categories: (i) non-financial counterparties above the "clearing threshold" ("NFC+s") and (ii) non-financial counterparties below the "clearing threshold" ("NFC-s"). All non-financial counterparties are subject to the reporting obligation and certain of the risk mitigation obligations, but only NFC+s are subject to the clearing obligation and the more onerous risk mitigation obligations, including the exchange of collateral. If the Issuer (for the purposes of EMIR) is considered to exceed the "clearing threshold", the Issuer would be subject to the clearing obligation, or if the relevant contract is not a type required to be cleared, to certain additional risk mitigation obligations, including the requirement to undertake daily valuations and exchange collateral (the "margin requirement"). The obligation to exchange both variation margin and initial margin applies only where both parties to an OTC derivative contract are a financial counterparty, NFC+ or third country equivalent of an FC or NFC+.

Whilst the transactions entered into under a Swap Agreement are expected to be treated as a hedging transaction in assessing the notional value of OTC derivative contracts entered by the Issuer and/or non-financial entities within its "group" (as defined in EMIR), and therefore would not count towards the "clearing threshold" described above there is currently no certainty as to whether the relevant regulators will share this view.

Prospective investors should be aware that the regulatory changes arising from EMIR may, significantly increase the cost of entering into derivative contracts and if the Issuer becomes subject to the clearing obligation or to the requirement to exchange collateral, it is unlikely that it would be able to comply with such requirements, which would adversely affect the Issuer's ability to enter into transactions under a Swap Agreement or significantly increase the cost thereof, negatively affecting the Issuer's ability to hedge its interest rate risk. As a result of such increased costs, additional regulatory requirements and limitations on the ability of the Issuer to hedge interest rate risk, the amounts payable to Noteholders and/or the ability of the Issuer to satisfy its obligations under the Notes and Certificates may be negatively affected. Investors should consult their own independent advisers and make their own assessment about the potential risks posed by EMIR in making any investment decision in respect of the Notes.

Regulation of Buy-to-Let mortgage loans

Buy-to-Let mortgage loans can fall under several different regulatory regimes. They can be:

- unregulated;
- regulated by the CCA as a Regulated Credit Agreement as defined by article 60B of the RAO;
- regulated by the FSMA as a Regulated Mortgage Contract, as defined by article 61 of the RAO; or
- regulated as a Consumer Buy-to-Let Loan.

The Portfolio comprises Loans that the Seller believes are unregulated loans as described below. The Seller will give a warranty in the Mortgage Sale Agreement that no Loan is in whole or in part a Regulated Mortgage Contract, a Regulated Credit Agreement or regulated as a Consumer Buy-to-Let Loan. A breach of the relevant regulations in respect of any regulated loan, as outlined above (including if any loan is in fact a Regulated Credit Agreement), 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, borrowers being entitled to cancel the Loans under the Financial Services (Distance Marketing) Regulations 2004 ("**DM Regulations**") 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 and payments under the Certificates. With respect to Consumer Buy-to-Let Loans, breach of the relevant regulations could give rise to a number of consequences, including but not limited to: unenforceability of the Mortgage Loans, the Legal Title Holder having engaged in a criminal offence

and the exercise of other powers under FSMA including orders for injunctions or restitution. These and other consequences may adversely affect the ability of the Issuer to make payments in full on the Notes when due and payments under the Certificates. In the event that any Loan in the Portfolio was in fact regulated, it would also be the case that such Loans would, where provided to a consumer, be subject to the FCA's Consumer Duty. The Consumer Duty has applied since 31 July 2023 to products and services that remain open to sale or renewal and since 31 July 2024 to closed products and services. There are three 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 in respect of mortgage loans falling within scope of MCOB, as well as loans falling within the consumer credit regime. It applies to product manufacturers and distributors, as well as firms administering or servicing in scope mortgages and loans, who have a material influence over, or determine, retail customer outcomes. Given the Consumer Duty is a relatively new obligation, it is difficult to predict the precise effect of the Consumer Duty on the regulated loans with any certainty (in the event that it was deemed to apply), but its application could result in adverse effects on the enforceability of certain loans and consequently the Issuer's ability to make payment in full on the Notes when due.

Investors should note that there is no guarantee that the Seller will have the financial resources to honour its repurchase undertaking in respect of any Loan (together with other Loans and/or Overdrafts which are Linked Loans in the same Borrower Group) for which the above warranty is breached (please see the risk factor above entitled "*Searches, Investigations and Warranties in Relation to the Loans*").

Unregulated buy-to-let mortgage loans

The Seller believes the Buy-to-Let Loans in the Portfolio are 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 Servicer and Issuer 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.

These Loans should not be subject to the CRA because the relevant borrowers should not fall within the definition of 'consumer' for the purpose of the CRA. For the purpose of the CRA, a "consumer" is defined as an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession. However, the question of whether a borrower taking out a Loan will be regarded as acting within the course of a trade, business, craft or profession (thereby bringing the Loan out of the scope of the CRA) will depend on the facts of each case and a number of factors will be taken into consideration. A statement in the Loan documentation that the loan is made for commercial purposes will not, in and of itself, be effective to bring a Loan outside the scope of the CRA and therefore there is a risk that the CRA might apply in limited circumstances. If the CRA were to apply, a borrower may have a right of recourse against the Legal Title Holder if any of the terms of the Loan were found to be unfair, which would be a matter for a court to determine if a case was brought. This may adversely affect the Issuer's ability to make payments in full on the Notes when due.

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. Additionally, under the Dwelling Houses (Execution of Possession Orders by Mortgagees) Regulations 2010, the lender has to serve notice at the property before enforcing at least 14 days' notice of its intention to execute a possession order over residential premises which have been let.

The amendments to Chapter 13 of MCOB which came into force on 25 June 2010 prevent, in relation to regulated mortgage contracts: (a) repossessing the property unless all other reasonable attempts to resolve the position have failed, which include considering whether it is appropriate to offer an extension of term, a conversion to interest only for a period or a product switch and (b) automatically

capitalising a payment shortfall. Formerly, these matters were the subject of non-binding guidance only. However, these will not apply to any unregulated mortgage loans.

A further Pre-Action Protocol for Debt Claims came into force on 1 October 2017 and applies to any business when claiming payment of a debt from an individual. The Protocol encourages early and reasonable engagement between parties and aims to allow parties to resolve the matter without the need to start court proceedings. Such out of court proceedings would include discussing a reasonable payment plan or considering the use of alternative dispute resolution.

A CPR Practice Direction 55C ("**PD 55C**") was in force from 20 September 2020 until 30 November 2021 but continues to have effect after 30 November 2021 in relation to any claims issued before 1 December 2021. PD 55C sets out the steps required to reactivate stayed possession claims, as well as procedural changes applying both to existing possession claims and the issue of new claims. Different requirements apply under PD 55C depending on when the relevant possession claim was first issued.

Delays to landlords seeking possession of property may result in less rental income being available to meet the borrower's repayment obligations in respect of a mortgage loan.

Part 1 of the Home Owner and Debtor Protection (Scotland) Act 2010 (the "**Home Owner and Debtor Protection Act**") came into force on 30 September 2010 and contains provisions imposing additional requirements on heritable creditors (the Scottish equivalent to mortgagees) in relation to the enforcement of standard securities over residential property in Scotland. The Home Owner and Debtor Protection Act amends the provisions of the Conveyancing and Feudal Reform (Scotland) Act 1970 which permitted a heritable creditor to proceed to sell the secured property where the notice period specified in a calling up notice or notice of default served in respect of the relevant standard security had expired without challenge (or where a challenge had been made but not upheld). Under the Home Owner and Debtor Protection Act, the heritable creditor is required to obtain a court order to exercise its power of sale, unless the borrower and any other occupier have surrendered the property voluntarily. In addition, the Home Owner and Debtor Protection Act requires the heritable creditor in applying for a court order to demonstrate that it has taken various preliminary steps (including the service and expiry of a two-month "calling-up" notice) to resolve the borrower's position, as well as imposing further procedural requirements.

Under the provisions of the Home Owner and Debtor Protection Act a heritable creditor must obtain a court order to exercise its power of sale unless the borrower and any other occupiers have surrendered the property voluntarily, and there are requirements in relation to actions it must take prior to obtaining such a court order (including the service and expiry of a two month "calling up" notice). This may restrict the ability of the relevant originator as heritable creditor in respect of the Scottish mortgages to exercise its power of sale and this could in turn affect the ability of the Issuer to make payments of interest and principal on the Notes.

There can be no assurance that any delay in starting and/or completing repossession or enforcement actions by the Seller or Legal Title Holder would not result in the amounts recovered being less than if there had not been any such delays (which may ultimately adversely affect the ability of the Issuer to make payment in full under the Notes and Certificates when due). 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. Delays in the initiation of responsive action in respect of the Loans may result in delayed or lower recoveries and a lower repayment rate on the Notes and Certificates.

Decisions of the Financial Ombudsman Service ("FOS") could lead to some terms of the loans being varied, which may adversely affect payments on your Notes

Under the FSMA, the FOS, as 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 FOS's opinion, would be fair and reasonable in all circumstances of the case, taking into account, among other things, law and guidance.

Complaints properly brought before the FOS 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 FOS. The FOS 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.

As at 1 April 2025, the maximum award limits are (a) £445,000 for complaints referred to the FOS on or after 1 April 2025 about acts or omissions by firms on or after 1 April 2019 and (b) £200,000 for complaints referred to FOS on or after 1 April 2025 about acts or omissions by firms before 1 April 2019.

Consumer Credit Act

Under the CCA there is a risk that any credit agreement intended to be a regulated mortgage contract under the FSMA or unregulated, might instead be wholly or partly regulated by the CCA or be treated as such (or *vice versa*) because of technical rules on:

- determining whether any credit under the CCA arises, or (where applicable) whether any applicable financial limit of the CCA is exceeded;
- determining whether the credit agreement is an exempt agreement under the CCA (for example, certain types of credit agreement to finance the purchase of, or alteration to, homes or business premises, or regulated mortgage contracts under the FSMA); or
- changes to the credit agreements.

Under section 75 of the CCA, in certain circumstances the lender is liable to the borrower in relation to misrepresentation and breach of contract by a supplier in a transaction financed by a credit agreement that is wholly or partly regulated by the CCA or treated as such. The borrower may set off the amount of the claim against the lender against the amount owing by the borrower under the loan or under any other loan that the borrower has taken (or exercise analogous rights in Scotland including but not limited to compensation, retention and the balancing of accounts upon insolvency). This may adversely affect the Issuer's ability to make payments in full on the Notes when due.

Unfair Relationships

Under the CCA, the previous "extortionate credit bargain" regime was replaced by an "unfair relationship" test under sections 140A to 140C of the CCA. The "unfair relationship" test applies to all existing and new credit agreements, except Regulated Mortgage Contracts 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 any assignee such as the Legal Title Holder or 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 conduct of the creditor (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 United Kingdom legislation, due to the Unfair Contract Terms Act 1977, the UTCCR, and (more recently) the CRA. The courts may, but are not obliged to, look solely to the CCA 2006 for guidance. 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 [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.

A more recent Supreme Court decision in *Smith and Burrell v Royal Bank of Scotland Plc* [2023] UKSC 34 further clarified that in judging unfairness, the Court must consider the whole history of the

relationship and have regard to any matter that it thinks relevant: including not only the entering into of the credit agreement, but also any relevant act or omission of the creditor before the making of that agreement or any related agreement.

If a court determines that there was an unfair relationship between the creditor and a Borrower in respect of the Loans and orders that financial redress be made in respect of such Loan, such redress may adversely affect the ultimate amount received by the Issuer in respect of the relevant Loan and the realisable value of the Portfolio and/or the Issuer's ability to make payment in full under the Notes and Certificates when due.

The Renting Homes (Wales) Act 2016

The Renting Homes Act received royal assent on 18 January 2016 and fully entered into force from 1 December 2022. This Act converts the majority of residential tenancies in Wales into a 'standard contract' with retrospective effect. However some tenancies will not be converted with retrospective effect (including those which have Rent Act protection and tenancies for more than 21 years).

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 Loans over Properties in Wales and may affect the ability of the Issuer to make payments under the Notes and Certificates.

Assured Shorthold Tenancy (AST)

Depending on the level of ground rent payable, a long leasehold in England and Wales may be an Assured Tenancy ("**AT**") or Assured Shorthold Tenancy ("**AST**") under the Housing Act 1988 ("**HA 1988**"). An AT is granted, if after 15 January 1989, the tenant is an individual and occupies the dwelling as their principal home. However to qualify as AT before 1 April 1990, certain criteria based on the date and rateable value of the property would need to be met. There is no maximum term for an AT and therefore any lease can constitute an AT if it satisfies the relevant criteria. Since 28 February 1997 all ATs automatically become ASTs unless the landlord serves notice to the contrary. This allows landlords to recover the property at the end of the term of the tenancy. The HA 1988 also allows landlords to obtain an order for possession and terminate an AT/AST during its fixed term if certain grounds for possession are met, such as Ground 8, which concerns rent arrears.

Most leases in England and Wales allow landlords to forfeit the lease if rent is unpaid for a certain period, but courts can grant relief if arrears are paid. Statutory protections exist to prevent unjustified forfeiture action. However, possession under Ground 8, as mentioned in section 7(6) of the HA 1988, is different and does not allow for court relief. Landlords must follow the notice procedure in section 8 of the HA 1988 and apply for a court order if the tenant does not leave. Ground 8 is mandatory, so the court will be obliged to grant the order if the conditions are met. There is a government consultation underway to review residential leasehold law in England and Wales generally and it is anticipated that this issue will be addressed as part of any resulting reforms.

Currently, however, there is a risk that if a long lease is also an AT/AST due to ground rent levels, and the tenant is in arrears of ground rent for over 3 months, the landlord can use the HA 1988 route to seek possession under Ground 8. If the tenant is unable to reduce the arrears below 3 months' ground rent by the date of the court hearing, the long lease will end, and the landlord will be able to re-enter the relevant property.

Such provisions may result in lower recoveries in relation to Buy-to-Let Loans over Properties in Wales and may affect the ability of the Issuer to make payments under the Notes and Certificates.

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 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 Regulations 2015 as the prohibition on letting substandard property. Where a landlord wishes to continue letting property which is currently substandard, they 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 band E. Local authorities will enforce compliance with the domestic minimum level of energy efficiency. They may check whether a property meets the minimum level of energy efficiency, and may issue a compliance notice requesting information where it appears to them 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. This may impact the ability of the relevant Borrower to make payment on the relevant Loan which in turn could affect the Issuer's ability to make payments on the Notes and Certificates.

There is currently no minimum EPC rating required for domestic rented properties in Scotland, however a consultation on the Draft Energy Efficiency (Domestic Private Rented Property) (Scotland) Regulations closed in August 2025 that considered the implementation of minimum ratings for the domestic PRS. The proposed regulations propose that all domestic PRS properties, as far as possible, reach a reformed EPC Heat Retention Rating (HRR) band C from 2028 for new tenancies and by the end of 2033 for all privately rented homes. The Scottish Government has also introduced the Energy Performance of Buildings (Scotland) Regulations 2025 in the Scottish Parliament, which aim to reform the current EPC rating system. The new regulations are intended to come into force on 31 October 2026 and will, among other things, introduce a new EPC rating system, provide for a new property report, redesign the EPC certificate, and reduce the validity period of EPCs from ten to five years. The Scottish Government has also published a draft Climate Change Plan which sets a target of decarbonising buildings by 2045, with further detail on proposals being expected in a Heat in Buildings Strategy and Delivery Plan by the end of 2026.

Land Registration Reform in Scotland

The Land Registration etc. (Scotland) Act 2012 (the "**2012 Act**") received royal assent on 8 December 2014. One of the policy aims of the 2012 Act is to encourage the transfer of property titles recorded in the historic General Register of Sasines to the more recently established Land Register of Scotland with the aim of eventually closing the General Register of Sasines.

Previously, title to a residential property that was recorded in the General Register of Sasines would usually only require to be moved to the Land Register of Scotland (a process known as 'first registration') when that property was sold or if the owner decided voluntarily to commence first registration. However, the 2012 Act provides additional circumstances which will trigger first registration of properties recorded in the General Register of Sasines, including the recording of a standard security (which will extend to any standard security granted by the Issuer in favour of the Trustee over Scottish Mortgages in the Portfolio recorded in the General Register of Sasines pursuant to the terms of the Deed of Charge following a Perfection Event (a "**Scottish Sasine Sub-Security**")).

The relevant provisions of the 2012 Act relating to the recording of standard securities came into force on 1 April 2016. As of this date, the General Register of Sasines is now closed to the recording of standard securities.

If a Perfection Event occurs then an application to record a Scottish Sasine Sub-Security granted by the Issuer in relation to Scottish Mortgages in the Portfolio would trigger a first registration in the Land Register of Scotland of the underlying Scottish Properties secured by the relevant Scottish Mortgages. This could lead to higher legal and ancillary costs associated with such registrations, together with a longer period required to complete registration of the security than would previously have been the case which could have an adverse impact on amounts available to the Issuer to make payments in respect of the Notes.

As noted above, such events will only occur following a Perfection Event. Given that (i) 5.9 per cent. of the Provisional Portfolio by aggregate Principal Balance of the Loans are secured by Scottish assets and (ii) that the proportion of residential properties in Scotland which remain recorded in the General Register of Sasines continues to decline (with Registers of Scotland estimating that, as at October 2025, approximately 88% of functional property titles in Scotland were registered in the Land Register of Scotland), it is likely that, in relation to the current portfolio, only a small number of the Scottish Mortgages will be recorded in the General Register of Sasines and would therefore be impacted.

Potential effects of any additional regulatory changes

No assurance can be given that additional regulatory changes by or guidance from the Competition and Markets Authority, the FCA, the FOS 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, the private rental market in the United Kingdom, or specifically in relation to the Seller. Any such action or developments or compliance costs 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 and payments under the Certificates.

Tax risks relates to the Portfolio

There have been various tax related changes to United Kingdom legislation in recent years which may affect the ability of certain Borrowers to meet their obligations in respect of the Portfolio due to the increased tax costs associated with Buy-to-Let mortgage loans or other loans, and there may be further changes in the future which further impact the Borrower's ability to meet their obligations under such Buy-to-Let mortgage loans or other loans. For example, with effect from 6 April 2020 there is no longer a deduction available for finance costs against rental income for individual landlords and instead all rental income is only eligible for a tax credit at the basic rate of income tax (currently 20 per cent.) in respect of such costs which may result in higher taxes for the individual landlords depending on their personal circumstances. Similar rules apply for land and buildings transaction tax and land transaction tax in Scotland and Wales respectively.

Further, a higher rate of stamp duty land tax ("**SDLT**") applies to the purchase of additional residential properties (such as buy-to-let properties) in England. A higher rate of Welsh land transaction tax ("**WLTT**") applies to the purchase of additional residential properties (such as buy-to-let properties) in Wales. The current additional tax rates for purchases of additional residential properties in England is 5 per cent. above the current SDLT rates with respect to properties located in England, and four per cent. above the main WLTT rate on the first band of chargeable consideration with respect to properties located in Wales (with different rates applying to certain higher bands). The Scottish Government has also implemented a similar additional dwelling supplement tax in respect of land and buildings transaction tax ("**LBTT**") (broadly speaking, the equivalent in Scotland to SDLT). The current additional rate in Scotland is eight per cent. of the full chargeable consideration of the relevant Property (where the relevant Property is valued at £40,000 or more).

In addition, since 1 April 2021, a 2 per cent. SDLT surcharge applies 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. This surcharge does not apply in Scotland or Wales.

The introduction of these measures may adversely affect the private residential rental market in England, Scotland and Wales in general and (in the case of the restriction of income tax relief) the ability of individual Borrowers of Buy-to-Let mortgage loans to meet their obligations under those Buy-to-Let mortgage loans and consequently the ability of the Issuer to make payments under the Notes. Further, such measures may prompt Borrowers of Buy-to-Let mortgage loans to re-finance their Buy-to-Let mortgage loans, which in turn may adversely affect the yield to maturity of the Notes.

CERTAIN INSOLVENCY RISKS

Insolvency legislation in the United Kingdom, Company voluntary arrangement and small companies moratorium and other Security and insolvency considerations

The Issuer has represented in the Transaction Documents that it will have its centre of main interests in the United Kingdom and may therefore be subject to the insolvency proceedings under the laws of England and Wales.

Under the company voluntary arrangement procedure set out in the Insolvency Act 1986, certain "small companies" are permitted to seek court protection from their creditors by way of a moratorium for a period of up to 28 days, with the option for creditors to extend this protection for up to a further two months (although the Secretary of State may, by order, extend or reduce the duration of either period).

A "**small company**" is defined by reference to whether the company meets certain tests contained in section 382(3) of the Companies Act 2006, relating to a company's balance sheet total, turnover and average number of employees in a particular period. The position as to whether or not a company is a "**small company**" may change from financial period to financial period, depending on its financial position and average number of employees during that particular period. The Secretary of State may, by regulation, also modify the qualifications for eligibility of a company for a moratorium and may also modify the present definition of a "**small company**". Accordingly, the Issuer may, at any given time, come within the ambit of the "**small companies**" provisions, such that the Issuer may (subject to the exemptions referred to below) be eligible to seek a moratorium, in advance of a company voluntary arrangement.

During the period for which a moratorium is in force in relation to a company, *inter alia*, no winding up may be commenced or administrator appointed to that company, no administrative receiver of that company may be appointed, no security created by that company over its property may be enforced (except with the leave of the court) and no other proceedings or legal process may be commenced or continued in relation to that company (except with the leave of the court). In addition, if the holder of security (the "**Chargee**") created by that company consents or if the court gives leave, the company may dispose of the secured property as if it were not subject to the security. Where the property in question is subject to a floating charge, the chargee will have the same priority in respect of any property of the company directly or indirectly representing the property disposed of as they would have had in respect of the property subject to the floating charge. Where the security in question is that other than a floating charge, it shall be a condition of the chargee's consent or the leave of the court that the net proceeds of the disposal shall be applied towards discharging the sums secured by the security. Further, during the period for which a moratorium is in force in respect of a company it may not make any payments with respect to debts or liabilities existing prior to the date of filing for a moratorium unless (i) there are reasonable grounds for believing the payment will benefit the company, and (ii) the payment is approved by a committee of creditors of the company if established or, if not, by the nominee of the proposed company voluntary arrangement.

Certain companies which qualify as small companies for the purposes of these provisions may be, nonetheless, excluded from being so eligible for a moratorium under the provisions of the Insolvency Act 1986 (Amendment No. 3) Regulations 2002. Companies excluded from eligibility for a moratorium include those which are party to a capital market arrangement, under which a debt of at least £10,000,000 is incurred and which involves the issue of a capital market investment. The definitions of "**capital market arrangement**" and "**capital market investment**" are broad and are such that, in general terms, any company which is a party to an arrangement which involves at least £10,000,000 of debt, the granting of security to a trustee, and the issue of a rated, listed or traded debt instrument, is excluded from being eligible for a moratorium. The Secretary of State may modify the criteria by reference to which a company otherwise eligible for a moratorium is excluded from being so eligible.

Accordingly, the provisions described above will serve to limit the Trustee's ability to enforce the Security to the extent that: *first*, the Issuer falls within the criteria for eligibility for a moratorium at the time a moratorium is sought; *secondly*, the directors of the Issuer seek a moratorium in advance of a company voluntary arrangement; and, *thirdly*, the Issuer is considered not to fall within the capital market exception (as expressed or modified at the relevant time) or any other applicable exception at

the relevant time. In those circumstances, the enforcement of any security by the Trustee will be for a period prohibited by the imposition of the moratorium. In addition, the other effects resulting from the imposition of a moratorium described above may impact the transaction in a manner detrimental to the Noteholders.

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 and Certificates (as to which, see "*Summary of the Key Transaction Documents – Deed of Charge*"). If certain insolvency proceedings (including administrations or liquidations) are commenced in respect of the Issuer, the ability to realise the Security may be delayed and/or the value of the Security impaired.

The Insolvency Act 1986 allows for the appointment of an administrative receiver in relation to certain transactions in the capital markets. Although there is as yet no case law on how these provisions will be interpreted, it should be applicable to the floating charge created by the Issuer and granted by way of security to the Trustee. However, as this is partly a question of fact, were it not to be possible to appoint an administrative receiver in respect of the Issuer, the Issuer would be subject to administration if it became insolvent. In such circumstances, the primary emphasis may be to rescue the Issuer as a going concern which may lead to the ability to realise the Security being delayed, the value of the Security being impaired and/or conflict with the interests of the Noteholders and Certificateholders.

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 section 176A of the Insolvency Act 1986 (as noted further below), 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 claims of unsecured creditors. 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 and Certificateholders will not be adversely affected by any such reduction in floating charge realisations upon the enforcement of the Security.

While the transaction structure (through the use of limited recourse provisions and non-petition clauses) is designed to minimise the likelihood of the Issuer becoming insolvent, there can be no assurance that the Issuer will not become insolvent and/or the subject of insolvency proceedings and/or that the Noteholders and Certificateholders would not be adversely affected by the application of insolvency laws (including English insolvency laws).

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 Trustee does not exert sufficient control over the Charged Assets (although it should be noted that there is no equivalent concept of recharacterisation of fixed security as floating charges under Scots law). 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 Trustee in respect of the assets subject to the floating charge.

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 250 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 £800,000) 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 and Certificateholders. 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.

Liquidation expenses

Prior to the House of Lords' decision in the case of *Re Leyland Daf* [2004] UKHL 9, 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 a 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 and Certificates.

Insolvency proceedings and subordination provisions

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

The Supreme Court of the United Kingdom has held that a flip clause as described above is valid under English law. Contrary to this, however, in parallel proceedings 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. On 11 August 2020, the US Court of Appeals for the Second Circuit issued a decision disagreeing with the U.S. Bankruptcy Court's decision and finding that a flip clause that altered the priority of payments waterfall in a swap agreement was enforceable in bankruptcy because the swap transaction was protected under the Bankruptcy Code. This decision is binding within the Second Circuit (which includes New York) but not across the whole of the United States. Regardless of such decision, there remains a risk that the decisions of the UK and US courts may diverge in their approach, and an unfavourable decision in the US may adversely affect the Issuer's ability to make payments under the Note and/or Certificates.

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 applicable Priority of Payments which refers to the ranking of the Swap Provider's payment rights in respect of Swap 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 given that it has assets and/or operations in the U.S., 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 and Certificateholders, the

market value of the Notes and Certificates and/or the ability of the Issuer to satisfy its obligations under the Notes and Certificates.

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 Swap 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 Rated Notes. If any rating assigned to the Rated Notes is lowered, the market value of the Notes may reduce.

Risks relating to the Banking Act 2009

The Banking Act includes provision for a special resolution regime ("**SRR**") pursuant to which specified UK authorities have extended tools to deal with the failure (or likely failure) of certain UK incorporated entities, including authorised deposit-taking institutions and 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 or in the same group as an EEA credit institution or investment firm. Relevant transaction parties for these purposes include the Seller, the Swap Provider 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 extended 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 United Kingdom. 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 (amongst 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 and Overdrafts). 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 and Certificates.

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 Certificates and/or in the modification, cancellation or conversion of any unsecured portion of the liability of the Issuer under the Notes and Certificates 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 any such instrument or order will be made, but there can be no assurance that this will not change and/or that Noteholders and Certificateholders 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 and Certificateholders would recover compensation promptly and equal to any loss actually incurred.

In July 2024, HM Treasury published a response to its January 2024 consultation on enhancing the SRR and laid before Parliament the Bank Resolution (Recapitalisation) Bill. HM Treasury is aiming to enhance the SRR by providing a new mechanism to facilitate the use of certain existing stabilisations powers to manage the failure of small banks and limit risks to public funds. The bill implements the proposals set out in the consultation response, under which the statutory functions of the FSCS would be expanded, requiring it to provide funds to the Bank of England upon request: these funds could be used to meet certain costs arising from the use of the resolution regime to manage the failure of certain banks, building societies and PRA-authorised investment firms. The FSCS would be able to use its levy-raising powers to recover any funds provided to the Bank of England through imposing levies on the banking sector. The PRA's depositor protection rules would need to be amended to facilitate the proposed changes.

A code of practice ("**Code of Practice**"), issued in accordance with sections 5 and 6 of the Banking Act, supports the legal framework of the SRR, and provides guidance as to how and in what circumstances the authorities will use the special resolution tools. HM Treasury has update the Code of Practice on several occasions, most recently, in July 2025, to reflect, amongst other things, changes to underlying legislation.

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 member state and/or certain group companies could be subject to certain resolution actions in that other 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 and Certificateholders will not be adversely affected as a result.

Corporate Insolvency and Governance Act 2020

The CIGA came into force on 26 June 2020. The CIGA introduces significant new corporate restructuring tools to the UK insolvency regime. The principal elements of the CIGA are a moratorium on certain actions taken against eligible companies, a prohibition on termination of certain contracts triggered by certain insolvency-related events of an eligible company (the "***ipso facto* termination provisions**") and a new comprise procedure allows for a 75 per cent. majority of creditors or members in each class to bind others in the same class even if they do not vote in favour. It is also possible for one class of creditors to bind all others, including secured creditors (a "**cross-class cram down**").

The Issuer is not expected to be an eligible company for purposes of either the moratorium provisions or of the *ipso facto* termination provisions of the CIGA as the Issuer is expected to be a securitisation company within the meaning of the Taxation of Securitisation Companies Regulations 2006. The issuer is further not expected to be an eligible company for purposes of the moratorium provisions, and the Transaction Documents are not expected to be subject to the *ipso facto* termination provisions, because the Transaction is expected to constitute a "capital market arrangement" and the Notes a "capital market investment" (each as defined under paragraphs 13 and 14 of new schedule ZA1 to the Insolvency Act introduced by CIGA). That said, if for any reason the Issuer is an eligible company for the purposes of the moratorium or the *ipso facto* termination provisions, application of these provisions could result in a material adverse effect on the ability of Noteholders to accelerate their debts and

enforce the security granted under the Deed of Charge in a timely manner, which in turn may result in material losses being incurred by Noteholders.

Further, although the Issuer is theoretically within the scope of the new cross-class cram down provisions, given the fact that it is established as an insolvency remote vehicle, with limited third-party creditors and where its Secured Creditors have entered into non-petition covenants and limited recourse provisions it is unlikely to fulfil the prerequisites for the cross-class cram down to apply in practice. If, however, the cross-class cram down provisions were to be used in respect of the Issuer, it would be possible under some circumstances for 75 per cent. by value of the creditors in one class to approve a compromise and thereby "cram down" dissenting classes of creditors, which, if approved by the court, may result in material losses being incurred by Noteholders.

The CIGA may impact the ability of the Servicer (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 securing a Loan and/or Overdraft to a corporate in case of a moratorium (unless the relevant Borrower which is a corporate entity is an ineligible company under the CIGA). The inability of the Servicer (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.

CERTAIN TAX CONSIDERATIONS

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 introduced by 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 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.

Withholding tax under 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 8.6 (*Mandatory Redemption of the Notes following the exercise of the Tax/Illegality Event Option*) of the Notes, be required (subject to certain conditions), to the extent that the Portfolio Purchase Option Holder has exercised its option to purchase the Portfolio in accordance with the terms of the Deed Poll, to use the Call Option Purchase Price received from the Portfolio Purchase Option Holder to redeem all (but not some only) of the Notes in each Class at their Principal Amount Outstanding together with accrued interest up to but excluding the date of redemption on any Interest Payment Date. The Issuer also has the ability to optionally redeem the Notes in these circumstances.

Provided that the Notes are and continue to be "listed on a recognised stock exchange" (within the meaning of section 1005 (for the purposes of section 987) of the Income Tax Act 2007), no withholding or deduction for or on account of United Kingdom income tax will be required on payments of interest of the Notes. However, there can be no assurance that the law will not change during the life of 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 "*United Kingdom Taxation*" below.

CERTAIN MARKET RISKS

Social, legal, political and economic factors may affect payments under the Notes and the Certificates and repayment of the Notes and are unpredictable

A variety of social, legal, political and economic factors in the United Kingdom can affect the performance of the Portfolio. Social factors include changes in public confidence levels such as may result from concerns about the state of the economy or public health matters (for example, a widespread epidemic like the COVID-19 outbreak), attitudes toward debt and changes in government. Economic factors include, but are not limited to, the rate of inflation, the unemployment rate, cost of living, increases in taxes and/or national insurance contributions and relative interest rates offered for various types of loans. For example, a severe deterioration in the economy for any reason (for example, such as may result from the COVID-19 outbreak or the present cost of living crisis) coupled with rising unemployment and base rates could have a negative impact on mortgage repayments and, residential property prices in the United Kingdom. Political factors include lobbying from interest groups, such as consumers and retailers, and government initiatives in consumer and related affairs and government-encouraged payment accommodations in times of economic stress such as during an epidemic (such as the COVID-19 outbreak).

It is difficult to determine whether, or to what extent, social, legal, political or economic factors will affect the payment patterns, default rates or the yield on the Portfolio generally and therefore have a corresponding effect on the ability of the Issuer to make payments in respect of the Notes.

For more information please see section "*The rising cost of living may exacerbate certain risks in relation to the Notes*" below.

The rising cost of living may exacerbate certain risks in relation to the Notes

The rising cost of living is having a significant impact in the United Kingdom in respect of social behaviour, macroeconomic outlook and the response of the United Kingdom government. The United Kingdom government has provided guidance to regulated firms on how to address forbearance in the residential mortgage market.

On 16 June 2022, the FCA sent a "Dear CEO" letter which stated that the FCA consider that the Mortgages Tailored Support Guidance published on 25 March 2021 which was issued to address exceptional circumstances arising out of coronavirus, is also relevant for borrowers in financial difficulties due to other circumstances such as the rising cost of living (the "**Mortgages Tailored Support Guidance**"). The Mortgages Tailored Support Guidance (which has since been withdrawn following relevant aspects having been incorporated into MCOB 13, as described further below) confirms the FCA's expectation that action to seek possession should be a last resort.

In March 2023, the FCA published guidance addressing support for borrowers in light of the rising cost of living, including its finalised "*Guidance for firms supporting their existing mortgage borrowers impacted by the rising cost of living*" (FG23/2). This guidance clarified that the Mortgages Tailored Support Guidance remains relevant in the case of borrowers in financial difficulty due to the rising cost of living, and further stated that the purpose of this finalised guidance was not to set new expectations or requirements of lenders, but was to ensure that lenders are clear about the effect of the FCA rules and the range of options lenders have to support their customers including those who are facing higher interest rates alongside the rising cost of living. On 10 April 2024, the FCA published updated guidance (FG24/2) which replaced FG23/2 with effect from 4 November 2024. FG24/2 incorporated relevant aspects of the Tailored Support Guidance into the FCA Handbook and the Tailored Support Guidance was withdrawn at that time. On 22 July 2025, the FCA published policy statement: "*Mortgage Rule Review: First steps to simplify our rules and increase flexibility*" (PS25/11) in which it withdrew FG24/2.

The FCA made clear in the Mortgage Tailored Support Guidance that it expects lenders of both owner-occupied and buy-to-let mortgage loans to act in a manner consistent with the guidance.

As a consequence, the rising cost of living could exacerbate numerous risks in respect of the Notes and in this respect see "*Considerations Relating to Yield, Prepayments and Mandatory Redemption*", "*Delinquencies or Default by Borrowers in paying amounts due on their Loans*", "*Issuer Reliance on*

Third Parties", and "*Social, legal, political and economic factors may affect payments under the Notes and the Certificates and repayment of the Notes and are unpredictable*" in particular, however the overall consequences of the rising cost of living are not known at this stage.

There can be no assurance that the FCA, or other UK government or regulatory bodies, will not take further steps in response to the rising cost of living in the UK which may impact the performance of the Loans. The ultimate impact of the consequences of the rising cost of living is uncertain and may pervade over time and may adversely affect the ability of the Issuer to satisfy its obligations under the Notes.

General market volatility and Brexit

On 31 January 2020, the UK ceased to be a member of the EU ("**Brexit**"), and the subsequent transition period ended on 31 December 2020 at 11pm. As a result, the Treaty on the European Union and the Treaty on the Functioning of the European Union have ceased to apply to the UK. The UK is also no longer part of the EEA.

The EU-UK Trade and Cooperation Agreement (the "**Trade and Cooperation Agreement**"), which governs relations between the EU and the UK following the end of the transitional period and which had provisional application pending completion of ratification procedures, entered into force on 1 May 2021. However, the Trade and Cooperation Agreement does not create a detailed framework to govern the cross-border provision of regulated financial services from the UK into the EU and from the EU into the UK.

The European Union (Withdrawal) Act 2018 (as amended by the European Union (Withdrawal Agreement) Act 2020) and secondary legislation made under powers provided in this Act ensure that there is a functioning statute book in the UK. While the UK introduced a temporary permission regime to allow EEA firms to continue to do business in the UK for a limited period of time, once the passporting regime fell away, the majority of EEA states have not introduced similar transitional regimes. The Trade and Cooperation Agreement is only part of the overall package of agreements reached. Other supplementing agreements included a series of joint declarations on a range of important issues where further cooperation is foreseen, including financial services. The declarations state that the EU and the UK will discuss how to move forward with equivalence determinations in relation to financial services. It should be noted that even if equivalence arrangements for certain sectors of the financial services industry are agreed, market access is unlikely to be as comprehensive as the market access that the UK enjoyed through its EU membership. This could adversely affect the Transaction and the interests of Noteholders.

Such uncertainty and consequential market disruption may also cause investment decisions to be delayed, reduce job security and damage consumer confidence. The resulting adverse economic conditions could affect obligors' willingness or ability to meet their obligations, resulting in increased defaults in the securitised portfolio and ultimately the ability of the Issuer to pay interest and repay principal to Noteholders and make payments to Certificateholders.

Brexit may also have an adverse effect on counterparties on the Transaction. Depending on the interpretation of the terms of the Trade and Cooperation Agreement, its practical application and the overall relationship of the UK and EU, such entities may become unable to perform their obligations as a result of changes in regulation, including the loss of existing regulatory rights to carry on cross-border business. Additionally, counterparties may be adversely affected by rating actions, an economic downturn or volatile and illiquid markets (including currency markets and bank funding markets) arising from Brexit. As a result, there is an increased risk of such counterparties becoming unable to fulfil their obligations which could (directly or indirectly) have an adverse impact on their ability to provide services to the Issuer and, accordingly, on the ability of the Issuer to make payments of interest and repayments of principal to Noteholders and make payments to Certificateholders. See "*Issuer Reliance on Third Parties*" above.

It is difficult to determine what the ongoing impact of the new relationship between the UK and the EU will be on general economic conditions in the UK, including any implication for the UK sovereign ratings, ratings of the relevant Transaction Parties and the performance of the UK mortgage market. If rating action is widespread, it may become difficult or impossible to replace counterparties on the Transaction with others who have the required ratings on similar terms or at all. Moreover, a more

pessimistic economic outlook for the UK in general could lead to increased concerns around the future performance of the securitised portfolio and accordingly the ability of the Issuer to pay interest and repay principal to Noteholders and make payments to Certificateholders and the ratings assigned to the Rated Notes on the Closing Date could be adversely affected.

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.

Book-Entry Interests

Unless and until Registered Definitive Notes and Certificates 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 and Certificates 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 and Certificates to Euroclear or Clearstream, Luxembourg or to holders or beneficial owners of Book-Entry Interests.

A nominee for the Common Depositary will be considered the registered holder of the Notes and Certificates as shown in the records of Euroclear or Clearstream, Luxembourg and will be the sole legal holder of the Global Note or Global Certificate under the Trust Deed while the Notes or Certificate 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 or Certificateholder 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 or Global Certificate will be made by the Principal Paying Agent to a nominee of the Common Depositary. 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 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 and Certificateholders, 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 or Certificateholders. 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 or Certificates, holders of Book-Entry Interests will be restricted to acting through Euroclear and Clearstream,

Luxembourg unless and until Registered Definitive Notes or Definitive Certificates are issued in accordance with the relevant provisions described herein under "*Terms and Conditions of the Notes*" and "*Terms and Conditions of the Certificates*" below. 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 amongst 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 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 and Certificates in physical form could also make it difficult for a Noteholder or Certificateholder to pledge such Notes or Certificates if Notes or Certificates in physical form are required by the party demanding the pledge and hinder the ability of the Noteholder or Certificateholder to resell such Notes or Certificates because some investors may be unwilling to buy Notes or Certificates that are not in physical form.

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

CERTAIN REGULATORY RISKS FOR POTENTIAL INVESTORS IN RESPECT OF THEIR INVESTMENT IN THE NOTES AND CERTIFICATES

Change of Law Risks

The structure of the transaction and, *inter alia*, the issue of the Notes and the Certificates and the ratings which are to be assigned to the Rated Notes are based on the law and administrative practice in effect as at the date of this Prospectus as it affects the parties to the transaction and the Portfolio, 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 such law (including any change in regulation which may occur without a change in primary legislation, including any changes as a result of FSMA 2023) and practice or tax treatment after the date of this Prospectus (including, but not limited to, temporary measures as a result of concerns about the state of the economy or a public health matter) 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 and the Certificates. 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.

Legal considerations may restrict certain investments

We note, by way of background in connection with the risk factors in this section from, and including, the risk factor headed "*Regulatory initiatives may have an adverse impact on the regulatory treatment of the Notes and the Certificates*" to, and including, the risk factor headed "*EU CRA Regulation and UK CRA Regulation*", that 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 (a) Notes and Certificates are legal investments for it, (b) Notes and Certificates can be used as collateral for various types of borrowing and (c) other restrictions apply to its purchase or pledge of any Notes and Certificates. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes and Certificates under any applicable risk-based capital or similar rules.

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

In 2010-11, the Basel Capital Accords (the international regulatory capital and liquidity framework for internationally active banks) were significantly updated by the Basel Committee to strengthen

prudential rules intended to reinforce capital standards and to establish a leverage ratio "backstop" for financial institutions and certain minimum liquidity standards (such changes being commonly referred to as "**Basel III**").

The Basel III reforms were implemented in the EEA through the EU CRR, which became effective on 1 January 2014 (subject to some exceptions and transitionals), and in national rules implementing EU CRD IV, together with binding technical standards made under the EU CRR and EU CRD IV. Since 2014, various updates have been made to the EU CRR and EU CRD IV, including in response to the Basel Committee's revisions to the securitisation capital framework and the finalisation of Basel III in December 2017 (often referred to as "**Basel 3.1**"). Significant amendments to the EU CRR/ EU CRD IV were made by Regulation (EU) 2017/2401 (which amended the securitisation capital framework) and by the EU CRR 2/CRD V and EU CRR 3/EU CRD VI packages of legislation which introduced more wide ranging changes. Whilst EU CRR 3 took effect on 1 January 2025, the full impact of the output floor (which limits the benefit which firms can obtain from internal models) will not be felt until 1 January 2030. National rules implementing EU CRD VI are not required to take effect until 11 January 2026 (subject to exceptions) and EU CRD VI is yet to be incorporated into the EEA Agreement. In the EU, a new prudential regulatory regime for non-systemic investment firms was introduced on 26 June 2021 by the EU IFR and EU IFD. As the legislation mentioned above allows certain national discretions and is subject to differing interpretations at national level, the final rules for their implementation in each jurisdiction and their application may be subject to some level of national variation.

Almost all insurers and reinsurers in the EEA must comply with a prudential regime known as Solvency II. Solvency II is set out in Directive 2009/138/EU (the Solvency II Directive), as implemented in the national laws of Member States, in Commission Delegated Regulation (EU) 2015/35 (the Solvency II Delegated Regulation), and in binding technical standards made under the Solvency II Directive. The Solvency II Directive was amended by Directive (EU) 2025/2 (not yet adopted in the EEA) and national implementing measures must apply from 30 January 2027. As a result, amendments may also be made to the Solvency II Delegated Regulation and binding technical standards made under Solvency II, and the European Commission published a consultation on amending the Solvency II Delegated Regulation in July 2025.

The process of regulatory change in the EEA is still ongoing. In particular, on 17 June 2025, the European Commission published a proposal to amend the securitisation capital framework in the EU CRR.

In the UK, the EUWA onshored the EU CRR on 31 December 2020 and preserved existing UK law implementing EU CRD IV (the UK version of the EU CRR is referred to here as the "**UK CRR**"). This included onshoring the amendments to the securitisation capital framework made by Regulation (EU) 2017/2401. The Basel Accords corresponding to EU CRR 2, including revisions to the counterparty risk capital requirements and the introduction of the net stable funding ratio, were implemented in the UK on 1 January 2022. The PRA published near-final policy statements and rules on the UK implementation of Basel 3.1 in December 2023 and September 2024. The PRA announced in January 2025 that the implementation of Basel 3.1 in the UK will be delayed until 1 January 2027 and in July 2025 the PRA published a consultation on market risk in which it proposed delaying implementation of the Fundamental Review of the Trading Book's Internal Models Approach (FRTB-IMA) until 1 January 2028. The PRA intends to publish final rules after HM Treasury has made the statutory instrument to revoke the relevant parts of the UK CRR that the final PRA rules will replace. The PRA is also in the process of moving requirements from the UK CRR into the PRA rules. The requirements may be modified as a result, and the PRA has consulted on amendments to the securitisation capital framework in CP13/24.

In the UK, the PRA is developing a simplified capital regime for banks that are not systemically important or internationally active, which it calls the Small Domestic Deposit Takers' ("**SDDT**") regime. The PRA has published final rules governing the definition of an SDDT and for non-capital prudential requirements. On 12 September 2024, the PRA published CP7/24 containing the draft capital proposals for SDDT firms. The PRA has also proposed the introduction of an Interim Capital Regime ("**ICR**"), which would allow SDDT firms (and consolidation entities meeting the SDDT criteria) to remain subject to existing UK CRR provisions from the PRA's implementation date for the Basel 3.1 standards until the implementation date for the capital regime for SDDTs. However,

since the delay to the PRA's Basel 3.1 implementation means that that it is now expected to apply on the same date as the SDDT, it appears likely that the ICR will no longer be required.

In the UK, following entry into force of the Financial Services Act 2021, new prudential requirements for investment firms (other than those prudentially supervised by the PRA) were introduced by the FCA effective as of 1 January 2022 and are referred to as the Investment Firm Prudential Regime. UK credit institutions and UK investment firms prudentially supervised by the PRA remain subject to the UK CRR and PRA rules. Almost all insurers and reinsurers in the UK are subject to the UK Solvency II prudential rules, as set out in the PRA's rules for Solvency II firms. The PRA has recently reviewed Solvency II, with the amendments coming into force on 31 December 2024 (subject to transitionals).

As with the EU, the process of regulatory change in the UK is also likely to be ongoing.

The changes under the prudential regimes described above may have an impact on the capital and/or liquidity/funding requirements in respect of the Notes and/or on incentives to hold the Notes for investors that are subject to requirements that follow the relevant framework and, as a result, may affect the liquidity and/or value of the Notes. Prospective investors should consult their own advisers as to the regulatory capital and/or liquidity/funding requirements in respect of the Notes and as to the consequences for and effect on them of any changes to the relevant framework (including the changes described above) and the relevant implementing measures. No predictions can be made as to the precise effects of such matters on any investor or otherwise.

Personal guarantees to be provided in support of lending to Small and Medium-sized Enterprises

In December 2023, the Federation of Small Businesses ("**FSB**") issued a "super complaint" (a complaint which can be made by certain consumer bodies if there is a feature of a financial services market that is, or has the potential to be, significantly damaging to the interests of consumers) to the FCA in relation to lenders' requirement for personal guarantees to be provided in support of lending to small and medium-sized enterprises. The FSB requested as part of its "super complaint" that the FCA investigates the practice more broadly, with a potential outcome being the expansion of the FCA's regulatory perimeter to protect certain affected businesses by applying specific rules to lenders regarding the use of personal guarantees when lending to limited companies. The FCA issued its response to the super complaint in March 2024. The response noted that the FSB has drawn attention to lending to limited companies where directors provide personal guarantees. This falls outside the FCA's regulatory perimeter, and outside the scope of the super-complaint process. However, the FCA indicated that if its work on lending within the perimeter identifies areas of potential harm outside our perimeter, then it will share any relevant information with the Government and parliamentary committees that have an interest in SME finance and business banking. The FCA also noted that its findings may be of use to the Treasury as they consider reforming the Consumer Credit Act and to other public bodies who have an interest in SME lending and business banking more widely. Whilst there is no immediate impact on the Notes and Certificates of this, it is possible this could lead to personal guarantees supporting unregulated lending being brought within the scope of regulation in future, potentially impacting borrowers to such type of lending and, as such, potentially impacting recoveries in relation to Loans and, consequently, the ability of the Issuer to make payments under the Notes and Certificates.

Risk retention and due diligence requirements

UK Securitisation Framework and the EU Securitisation Regulation

The EU Securitisation Regulation applies in general in respect of securitisations closed on or after 1 January 2019. It establishes certain common rules for all securitisation transaction parties that fall within its scope. The EU Securitisation Regulation has direct effect in member states of the EU. Following the Decision of the EEA Joint Committee No. 145/2024 of 12 June 2024 to, *inter alia*, incorporate the EU Securitisation Regulation into the EEA Agreement, it is expected to apply more broadly in the EEA. The application of the EU Securitisation Regulation in Iceland, Norway and Liechtenstein will, however require implementation in national law. 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 legislative proposals published in the summer of 2025, 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, although it is unclear whether mandatory securitisation repository reporting would also apply to third country securitisations where all sell-side parties are outside the EU. The new mandate on amendments to the technical standards on the EU reporting templates anticipates that "public" securitisations 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 interinstitutional trilogue negotiation process before a political agreement is reached on all amendments. The timing of this process (that is, how quickly the final position will be reached) and whether the EU SR Proposals will be adopted in full or in part or further amended during this legislative process remains to be seen. 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, it has introduced the UK Securitisation Framework under FSMA consisting of the relevant parts of FSMA along with SR 2024, the PRA Securitisation Rules and SECN. The UK Securitisation Framework applies in general in respect of securitisations closing on or after 1 November 2024 and it also establishes rules for securitisation transaction parties that fall within the scope of its constitutive elements. In Q1 2026, the UK government, the PRA and the FCA are expected to consult on some amendments to the requirements applicable under the UK Securitisation Framework including, but not limited to, amendments to the investor due diligence, risk retention, transparency and reporting requirements. While the UK Securitisation Framework brings some alignment with the EU regime, it also introduces new points of divergence and the risk of further divergence between the EU Securitisation Regulation and the UK Securitisation Framework cannot be ruled out in the longer term as it is not known at this stage how the ongoing reforms or any future reforms will be finalised and implemented in the UK or the EU.

The UK Securitisation Framework requirements will apply in respect of the Notes. 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 and certain regulated pension funds (institutions for occupational retirement provision), are required to comply, as applicable, with SECN 4.2, Article 5 of Chapter 2 of the PRA Securitisation Rules and Article 5 of the EU Securitisation Regulation prior to holding a securitisation position and on an ongoing basis while holding the position under relevant provisions of the UK Securitisation Framework and the EU Securitisation Regulation. 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 credit granting standards, risk retention information they will receive in respect of the Transaction, the Loans and the Overdrafts.

With respect to the commitment of Cynergy Bank plc to retain a material net economic interest in the securitisation pursuant to the PRA Risk Retention Rules and with respect to the information to be made available by the Issuer (or by the Seller on the Issuer's behalf) pursuant to the PRA Transparency Rules, the FCA Transparency Rules and Article 7 of the EU Securitisation Regulation (as in force on the Closing Date), please see the statements set out in "*Impact of regulatory initiatives on certain investors*". Relevant investors are required to assess independently and determine the sufficiency of the information described above for the purposes of complying with any relevant requirements. None of the Issuer, the Arranger, the Lead Manager, the Seller nor any of the other Transaction Parties makes any representation that the

information described above is sufficient for such purposes. Various parties to the Transaction are also subject to the requirements of certain parts of the UK Securitisation Framework. Some uncertainty remains in relation to the interpretation of some of these requirements and what is or will be required to demonstrate compliance to the relevant UK regulators.

Prospective investors are referred to the sections entitled "*General Information*", "*UK Securitisation Framework and EU Securitisation Regulation Requirements*" and " *Summary of the Key Transaction Documents - Servicing Agreement* " for further details and should note that there can be no assurance that (i) the information in this Prospectus or to be made available to investors in accordance with the PRA Transparency Rules and the FCA Transparency Rules by Cynergy Bank plc 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, as applicable or (ii) that undertakings relating to compliance with the EU Securitisation Regulation (as in force on the Closing Date) or any aspect of the UK Securitisation Framework and the information in this Prospectus or information to be made available to investors in accordance with such undertakings will be adequate for any prospective institutional investors to comply with their due diligence obligations under the EU Securitisation Regulation or the UK Securitisation Framework.

Non-compliance with the relevant aspects of 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.

In this regard, investors should further note that the Issuer only intends to comply with the EU Securitisation Regulation as it is in force on the Closing Date. See further "*UK Securitisation Framework and EU Securitisation Regulation Requirements*". Investors should consider the effect of such level of compliance on their investment.

U.S. Credit Risk Retention

The U.S. Risk Retention Rules came into effect on 24 December 2016 and generally require the "sponsor" of a "securitization transaction" to retain at least 5 per cent. of the "credit risk" of the "securitized assets", as such terms are defined for purposes of that statute, and generally prohibit a sponsor from directly or indirectly eliminating or reducing its credit exposure by hedging or otherwise transferring the credit risk that the sponsor is required to retain with respect to all classes of asset-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 transaction will not involve risk retention by a "sponsor" for the purposes of 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**" 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, 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.

The Portfolio will be comprised of mortgage loans and their related security, as well as secured overdrafts related to those mortgage loans, all of which are originated by the Seller, which is a company incorporated in England. See the section entitled "*The Seller, the Servicer, the Wet Funding Facility Provider and the Legal Title Holder*".

Prior to any Notes and 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 Certificates must first disclose to the Lead Manager and the Seller 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 Risk Retention U.S. Persons. The definition of "U.S. person" in the U.S. Risk Retention Rules is excerpted below. Particular attention should be paid to clauses (b) and (h)(i), 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 clause of this definition);

(d) any trust of which any trustee is a U.S. person (as defined under any other clause 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 clause 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 clause of this definition) principally for the purpose of investing in securities not registered under the Securities Act[2];

The material difference between such definitions is that (1) a "U.S. person" under Regulation S includes any partnership or corporation that is organized or incorporated under the laws of any foreign jurisdiction formed by one or more "U.S. persons" (as defined in Regulation S) principally for the purpose of investing in securities that are otherwise offered within the United States pursuant to an applicable exemption under the Securities Act unless it is organized or incorporated and owned by accredited investors (as defined in Rule 501(a) of Regulation D under the Securities Act) who are not natural persons, estates or trusts, while (2) any organization or entity described in (1) is treated as a "U.S. person" under the U.S. Risk Retention Rules, regardless of whether it is so organized and owned by accredited investors (as defined in Rule 501(a) of Regulation D under the Securities Act) who are not natural persons, estates or trusts.

Each purchaser of a Note or Certificate or a beneficial interest therein acquired on the Closing Date, by its acquisition of a Note or Certificate or a beneficial interest therein, will be deemed to represent to the Issuer, the Seller and the Lead Manager that it (1) either (i) is not a Risk Retention U.S. Person or (ii) it has obtained a U.S. Risk Retention Consent, (2) is acquiring such Note or Certificate or a beneficial interest therein for its own account and not with a view to distribute such Note or Certificate and (3) is not acquiring such Note or 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 Certificate through a non-Risk Retention U.S. Person, rather than a Risk Retention U.S. Person, as part of a

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

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

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). Certain investors may be required to execute a written certification or representation letter by the Seller in respect of their status under the U.S. Risk Retention Rules.

There can be no assurance that the requirement to request the Seller to give its prior written consent to any Notes and 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.

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 and Certificates or the market value of the Notes and Certificates. Furthermore, the impact of the U.S. Risk Retention Rules on the securitisation 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 Certificates.

None of the Lead Manager or any of their affiliates makes any representation to any prospective investor or purchaser of the Notes and Certificates 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.

Effects of the Volcker Rule on the Issuer

The Volcker Rule generally prohibits "banking entities" (which is broadly defined to include U.S. banks and bank holding companies and many non-U.S. banking entities, together with their respective subsidiaries and other affiliates) from (i) engaging in proprietary trading, (ii) acquiring or retaining an ownership interest in or sponsoring a "covered fund" and (iii) entering into certain relationships with such funds, subject to certain exceptions and exclusions. The Volcker Rule became effective on 1 April 2014, but was subject to a conformance period for certain funds which concluded on 21 July 2015. Under the Volcker Rule, unless otherwise jointly determined otherwise by specified federal regulators, a "covered fund" includes any entity that would be an "investment company" under the Investment Company Act but for the exemptions provided by Section 3(c)(1) and Section 3(c)(7) of the Investment Company Act. Therefore, absent an exemption, the Issuer would be a covered fund.

The Issuer is of the view that it is not now, and immediately following the issuance of the Notes and Certificates and the application of the proceeds thereof on the Closing Date will not be, a "covered fund" for the purposes of the Investment Company Act and under the Volcker Rule and its related regulations. In reaching this conclusion, the Issuer has relied on the determination that it would satisfy all of the elements of the exemption from the definition of registration as an "investment company" under the Investment Company Act provided by Section 3(c)(5) of the Investment Company Act, although other exemptions or exclusions may be available, and, accordingly does not rely solely on Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act for its exemption from registration as an "investment company" under the Investment Company Act. Therefore the Issuer has been structured so as not to constitute a "covered fund" under the Volcker Rule. The general effects of the Volcker Rule remain uncertain.

In August 2019, the Federal Reserve and other federal regulators approved certain modifications to the Volcker Rule which included modifications to the scope of restrictions on proprietary trading and investments in covered funds which generally operated to simplify and reduce compliance requirements. The effective date of these amendments was 1 January 2020 with compliance required by 1 January 2021. On 25 June 2020, the federal financial regulators issued a final rule revising certain aspects of the Volcker Rule with respect to the identification and treatment of covered funds. The amendments are intended to provide greater clarity and certainty to banking entities as to the scope of the Volcker Rule's prohibitions and facilitate compliance. The final rules simplify the restrictions imposed by the Volcker Rule on proprietary trading and certain covered fund activities and would permit banking entities to adopt more narrowly tailored compliance programs. The final rule leaves in

place the Volcker Rule's general prohibition on proprietary trading and limitations on activities and investments with respect to covered funds.

The general effects of the Volcker Rule remain uncertain. Although the Issuer does not currently rely upon the exemptions in Section 3(c)(1) or 3(c)(7) of the Investment Company Act for an exemption from being an investment company under the Investment Company Act, it may rely upon one or both such exemptions if the SEC or a court of competent jurisdiction were to find that other exemptions or exclusions were not available to the Issuer or if the Issuer were otherwise determined to be a "covered fund", the liquidity of the Notes may be adversely affected, since banking entities could be prohibited from investing in the Notes. Any prospective investor in the Notes and Certificates, including a U.S. or foreign bank or a subsidiary or other affiliate thereof, should consult its own legal advisers regarding such matters and other effects of the Volcker Rule.

EU CRA Regulation and UK CRA Regulation

In general, European regulated investors are restricted under the EU CRA Regulation from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and registered under the EU CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances while the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the EU CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended).

Similarly, in general, UK regulated investors are restricted under the UK CRA Regulation from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the UK and registered under the UK CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances while the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-UK credit rating agencies, unless the relevant credit ratings are endorsed by a UK-registered credit rating agency or the relevant non-UK rating agency is certified in accordance with the UK CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended).

Credit ratings included or referred to in this Prospectus have been or, as applicable, may be issued by Morningstar DBRS and S&P. Morningstar DBRS is a credit rating agency established in the United Kingdom and is registered under the UK CRA Regulation. S&P is a credit rating agency established in the United Kingdom and is registered under the UK CRA Regulation.

If the status of the rating agencies 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.

DIAGRAM OF THE TRANSACTION

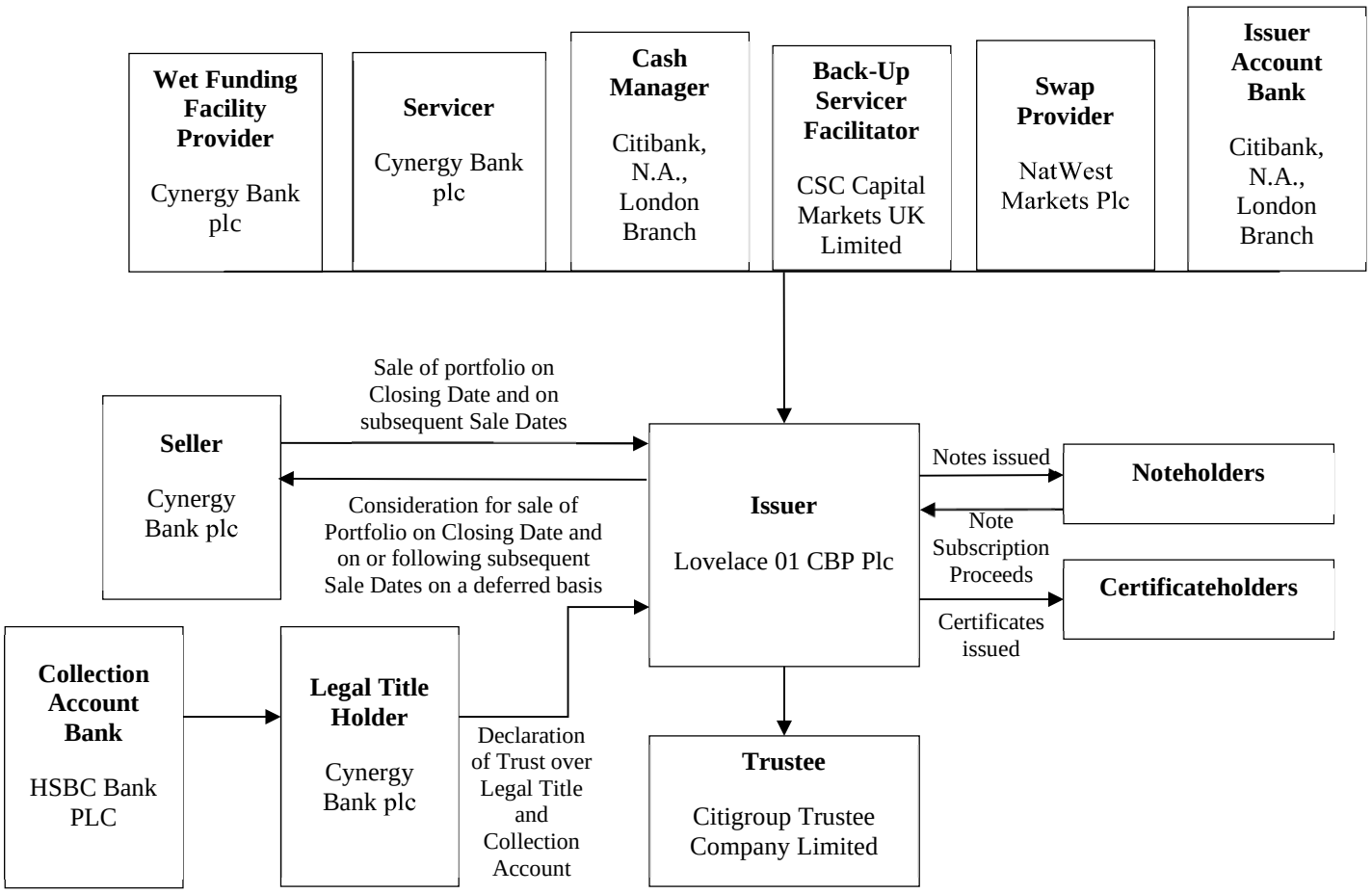
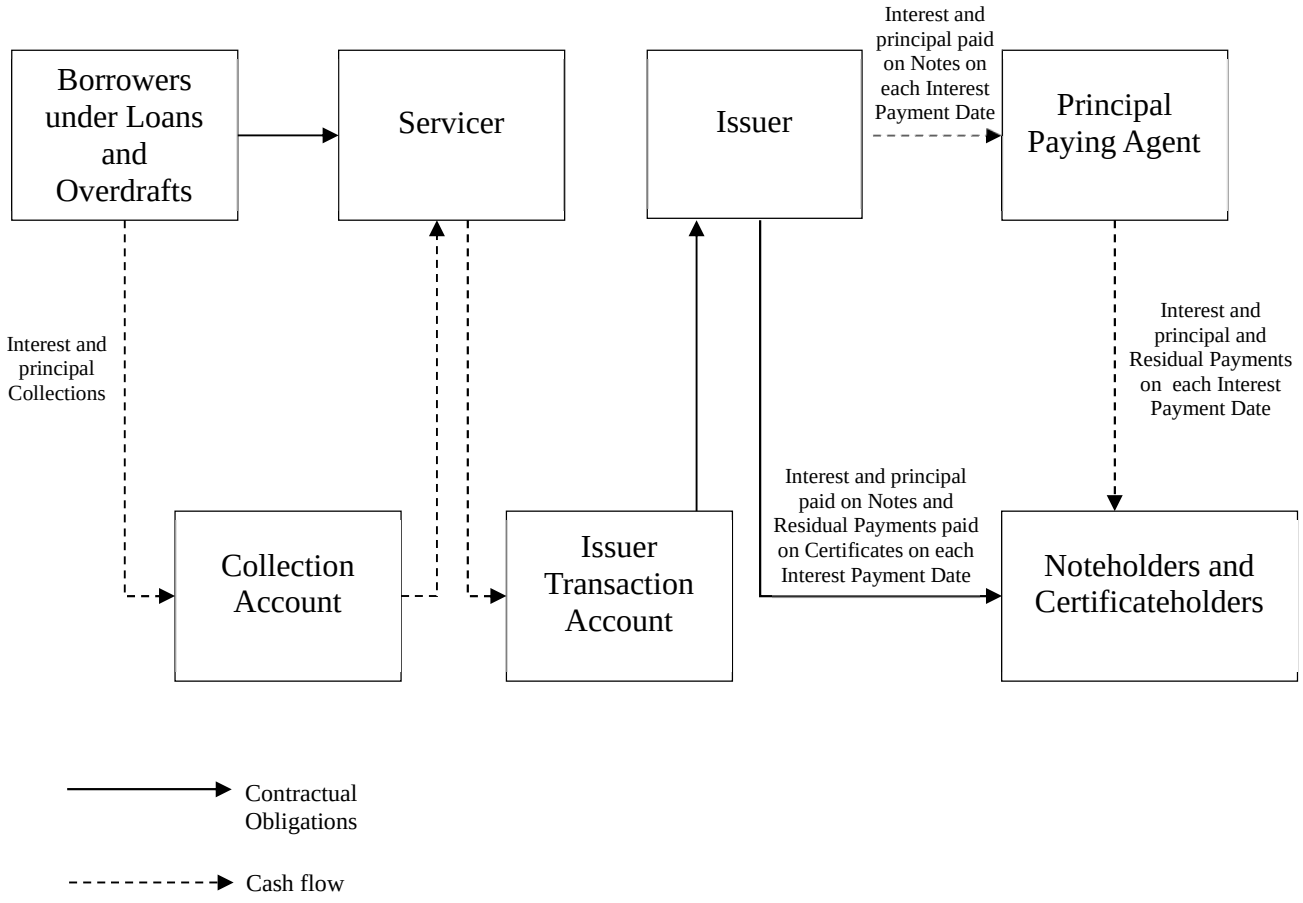
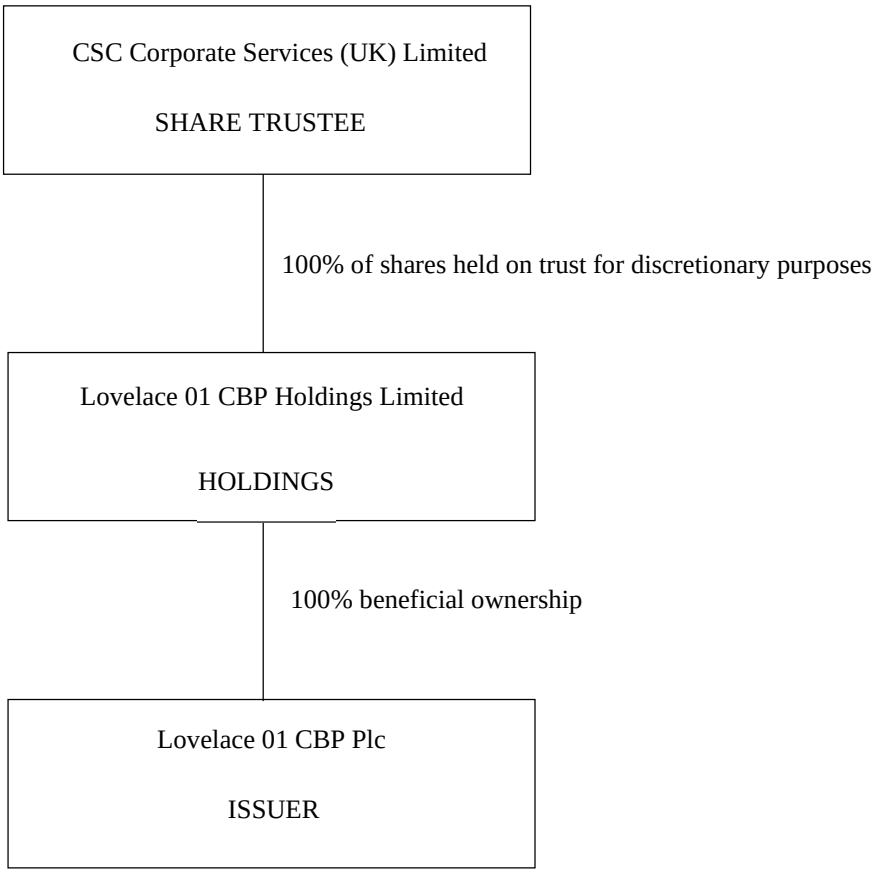


DIAGRAM OF ONGOING CASH FLOWS



OWNERSHIP STRUCTURE DIAGRAM OF THE ISSUER



This 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.
- 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.

DESCRIPTION OF THE TRANSACTION PARTIES

The information set out below is a description of the transaction parties. This section 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.

You should read the entire Prospectus carefully, especially the risks of investing in the Notes and Certificates discussed under "*Risk Factors*".

Capitalised terms used, but not defined, in certain sections of this Prospectus, including this section, may be found in other sections of this Prospectus, unless otherwise stated. An index of defined terms is set out at the end of this Prospectus. "**Transaction Party**" means any person who is a party to a Transaction Document and "**Transaction Parties**" means some or all of them.

Party	Name	Address	Document under which appointed/Further Information
"**Issuer**"	Lovelace 01 CBP Plc	10th Floor, 5 Churchill Place, London, United Kingdom, E14 5HU	See the section entitled "*The Issuer*" for further information.
"**Holdings**"	Lovelace 01 CBP Holdings Limited	10th Floor, 5 Churchill Place, London, United Kingdom, E14 5HU	See the section entitled "*Holdings*" for further information.
"**Legal Title Holder**"	Cynergy Bank plc	4th Floor, One New Change, London EC4M 9AF	See the section entitled "*The Seller, the Servicer, the Wet Funding Facility Provider and the Legal Title Holder*" for further information.
"**Servicer**"	Cynergy Bank plc	4th Floor, One New Change, London EC4M 9AF	See the sections entitled "*The Seller, the Servicer, the Wet Funding Facility Provider and the Legal Title Holder*" and "*Servicing of the Portfolio*" for further information.
"**Seller**"	Cynergy Bank plc	4th Floor, One New Change, London EC4M 9AF	See the sections entitled "*The Seller, the Servicer, the Wet Funding Facility Provider and the Legal Title Holder*" and "*Summary of the Key Transaction Documents — Mortgage Sale Agreement*" for further information.
"**Wet Funding Facility Provider**"	Cynergy Bank plc	4th Floor, One New Change, London EC4M 9AF	See the sections entitled "*The Seller, the Servicer, the Wet Funding Facility Provider and the Legal Title Holder*" and "*Summary of the Key Transaction Documents — Wet Funding Facility Agreement*" for further information.

Party	Name	Address	Document under which appointed/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 Cash Manager*" for further information.
"**Swap Provider**"	NatWest Markets Plc	250 Bishopsgate, London EC2M 4AA	Swap Agreement by the Issuer. See the sections entitled "*Credit Structure - Interest Rate Risk for the Notes -Swap Agreement*" and "*The Swap Provider*" for 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 "*Issuer Account Bank*" for further information.
"**Collection Account Bank**"	HSBC Bank PLC	8 Canada Square, London E14 5HQ	See the section entitled "Summary of the *Key Transaction Documents — The Collection Account Declaration of Trust*" for further information.
"**Custodian**"	Citibank, N.A., London Branch	Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB	Custody Agreement between the Issuer and the Custodian.
"**Trustee**"	Citicorp Trustee Company Limited	Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB	Trust Deed and Deed of Charge. See the sections entitled "*Terms and Conditions of the Notes*", *Terms and Conditions of the Certificates*" and "*The 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 section entitled "*Terms and Conditions of the Notes*" and *Terms and Conditions of the Certificates*" for further information.
"**Registrar**"	Citibank, N.A., London Branch	Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB	Agency Agreement, by the Issuer. See the section entitled "*Terms and Conditions of the Notes*" and *Terms and Conditions of the Certificates*" for further information.
"**Corporate Services Provider**"	CSC Capital Markets UK Limited	10th Floor, 5 Churchill Place, London, England, E14 5HU	Corporate Services Agreement by the Issuer and Holdings. See the section entitled "*The Corporate Services Provider*" for further information.

Party	Name	Address	Document under which appointed/Further Information
"**Back-Up Servicer Facilitator**"	CSC Capital Markets UK Limited	10th Floor, 5 Churchill Place, London, England, E14 5HU	Servicing Agreement by the Issuer. See the section entitled "*Summary of the Key Transaction Documents — Servicing Agreement*" for further information.
"**Share Trustee**"	CSC Corporate Services (UK) Limited	10th Floor, 5 Churchill Place, London, England, E14 5HU	Share Trust Deed by the Share Trustee.
"**Arranger**" and "**Lead Manager**"	Lloyds Bank Corporate Markets plc	25 Gresham Street, London, EC2V 7HN	Subscription Agreement. See the section entitled "*Subscription and Sale*" for further information.

DESCRIPTION OF THE 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 and the Overdrafts" 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, as at the Closing Date, will consist of the Loans, the Overdrafts, the Related Security, and all monies derived therefrom from time to time, the beneficial title in which will be sold by the Seller to the Issuer on the Closing Date. Legal title to the Loans, the Overdrafts and their Related Security remains with the Seller, in its capacity as Legal Title Holder, until such time as a Perfection Event occurs.

The Loans in the Portfolio comprise (i) English Loans, and (ii) Scottish Loans.

The English Loans, the Overdrafts and their Related Security are governed by English law and the Scottish Loans and their Related Security are governed by Scots law.

The sale by the Seller to the Issuer of each English Loan, each Overdraft and their Related Security in the Portfolio will be given effect by a legal assignment which is, initially, an un-notified legal assignment taking effect in equity. The sale by the Seller to the Issuer of the Scottish Loans and their Related Security will be given effect by each Scottish Declaration of Trust (granted by the Seller in favour of the Issuer on each Scottish Trust Date).

Following the Closing Date and during the Replenishment Period, the Issuer will purchase New Loans, Further Advances, New Authorised Overdrafts, Authorised Overdraft Extensions and Drawings under Unarranged Overdrafts into the Portfolio where they are advanced to or utilised by Borrowers in a Borrower Group which has other Linked Loans in the Portfolio at the relevant time, subject to and in accordance with the Mortgage Sale Agreement.

Following the Closing Date and during the Replenishment Period, if a Product Switch is agreed with a Borrower in respect of a Loan, that Loan will be reacquired by the Seller in order that the relevant Product Switch can be implemented and will subsequently be reacquired by the Issuer, once the relevant Product Switch has been completed. Such reacquisition by the Issuer is subject to satisfaction of the Loan Warranties on the applicable Sale Date and subject to the satisfaction of the applicable Eligibility Criteria.

The terms "sale", "sell" and "sold" when used in this Prospectus in connection with the Loans, the Overdrafts and their Related Security shall be construed to mean each un-notified legal assignment, which takes effect in equity, and the beneficial interest created under and pursuant to each Scottish Declaration of Trust. The terms "repurchase" and "repurchased" when used in this Prospectus in connection with a Loan, an Overdraft and its Related Security shall be construed to include (A) the repurchase of the beneficial interest of the Issuer in respect of such Loan and/or Overdraft and its/their Related Security (in respect of a Loan, to the extent that it is an English Loan) and (B) the repurchase of the beneficial interest in respect of such Loan and its Related Security (to the extent that it is a Scottish Loan) under any Scottish Declaration of Trust and the release of such Loan and its Related Security from the relevant Scottish Trust.

Prior to the occurrence of a Perfection Event as set out below, notice of the sale of the Loans, the Overdrafts and their Related Security comprising the Portfolio will not be given to the Borrowers and the Issuer will not apply to

the Land Registry or the Registers of Scotland (as applicable) to register or record its equitable or beneficial interest in the English Mortgages or take any steps to complete or perfect its title to the Scottish Mortgages.

Prior to the occurrence of a Perfection Event, the legal title to each Loan, each Overdraft and their Related Security in the Portfolio will be held by the Legal Title Holder on bare trust for the Issuer (including in respect of the Scottish Loans and related Scottish Mortgages).

Following a Perfection Event and notice of the transfer of the Loans, the Overdrafts and their Related Security to the Issuer (or its nominee) being sent to the relevant Borrowers, legal title to the Loans, the Overdrafts and their Related Security will (subject to appropriate registration or recording at the Land Registry or the Registers of Scotland (as applicable)) pass to the Issuer or its nominee.

Features of the Loans and Overdrafts: Except as otherwise indicated, the following is a summary of certain features of the Loans comprising the Loans in 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 of this Prospectus entitled "*The Loans and the Overdrafts*" and "*Characteristics of the Provisional Portfolio*". The Loans comprise loans to buy-to-let Borrowers and are secured by first priority charges (or, in the case of the Second Lien Mortgage, a second priority charge) over freehold and leasehold properties in England or Wales or, in respect of the Properties located in Scotland, a first-ranking or second-ranking standard security granted over heritable or long-lease properties in Scotland.

Type of Borrower	Buy-to-Let
Type of Loan	Repayment Loans, Interest-only Loans, Part-and-Part Loans and Amortising Term Loans
Self-certified loans	No
Buy-to-Let Loans	Yes
Buy-to-Let Loans (as % of Principal Balance)	100%
Overdrafts (as % of Principal Balance)	0%
Owner-occupied properties	No
Owner-occupied properties (as % of Principal Balance)	0%
Number of Loans in the Provisional Portfolio	547
Number of Overdrafts in the Provisional Portfolio	5

	Average/ Weighted Average	Minimum	Maximum
Principal Balance*	£873,090	£518	£6,227,87
Current LTV	49.4%	0.1%	70.0%
Remaining Term (years)*	2.3	0	9.7

* As at the Portfolio Reference Date and in respect of the Loans in the Provisional Portfolio only (excluding, for the avoidance of doubt, the Overdrafts)

Consideration: The consideration from the Issuer to the Seller in respect of the sale of the Portfolio shall be:

(a) the Initial Consideration, which is due and payable on the Closing Date;

(b) deferred consideration consisting of the Residual Payments in respect of the Portfolio payable pursuant to the applicable Priority of Payments, the right to such Residual Payments being represented by the Certificates to be issued by the Issuer and delivered to, or at the direction of, the Seller on the Closing Date;

(c) the deferred consideration in an amount equal to all amounts of Early Repayment Charges received from Borrowers in respect of Loans in the Portfolio, which is due and payable to the Seller under the terms of the Mortgage Sale Agreement on the Business Day on which such amounts are received in the Collection Account and which is expected to be paid, outside of the Priority of Payments, subject to and in accordance with the Mortgage Sale Agreement and the Cash Management Agreement on a net settlement basis against Collections required to be paid to the Issuer on (or on the Business Day following) that date; and

(d) the Subsequent Purchase Price, which is due and payable:

(i) in respect of any New Loan, Further Advance, further Drawing under an Authorised Overdraft, New Authorised Overdraft (at the time of any Drawing thereunder), Authorised Overdraft Extension (at the time of any Drawing thereunder), purchased by the Issuer following the Closing Date and during the Replenishment Period or any Drawing under an Unauthorised Overdraft after the Cut-off Date, from amounts drawn by the Issuer under the Wet Funding Facility Agreement or, if and to the extent not paid by the Issuer on the relevant Sale Date or the relevant Drawing Date, as applicable, from amounts drawn under the Wet Funding Facility, from amounts applied for the purpose under the Pre-Enforcement Principal Priority of Payments; and

(ii) in respect of a Drawing under an Unarranged Overdraft purchased by the Issuer following the Closing Date and during the Replenishment Period, on a net settled basis from Revenue Receipts applied outside of the Pre-Enforcement Revenue Priority of Payments on the date of the relevant Drawing.

(e) in respect of any Loan sold to the Issuer during the period from (but excluding) the Closing Date and during the Replenishment Period which is a Fixed Rate Loan, the consideration payable by the Issuer to the Seller shall be adjusted by an amount equal to any Mark to Market Sale Date Adjustment in respect of that Fixed Rate Loan, provided that, (i) where such Mark to Market Sale Date Adjustment is a positive number, such positive Mark to Market Sale Date Adjustment shall be treated as additional consideration payable by the Issuer to the Seller and the Seller agrees with the Issuer that the payment of such Mark to Market Sale Date Adjustment by the Issuer to the Seller may be settled (on a net payment basis) by the Issuer directing that the Swap Provider pay the related Swap Premium Payment to the Seller and (ii) where such Mark to Market Sale Date Adjustment is a negative number, such negative Mark to Market Sale Date Adjustment shall be treated as a partial rebate by the Seller to the Issuer of the consideration paid by the Issuer to the Seller and the Issuer agrees with the Seller that the payment of such Mark to Market Sale Date Adjustment may be settled (on a net payment basis) by the Issuer directing that the Seller pay the related Swap Premium Payment to the Swap Provider. For the purposes of this

paragraph, "**Mark to Market Sale Date Adjustment**" shall mean, in respect of any Fixed Rate Loan sold to the Issuer during the period from (but excluding) the Closing Date and during the Replenishment Period, a positive amount equal to any Swap Premium Payment payable by the Swap Provider to the Issuer in connection with the Issuer entering into any Swap Transaction in connection with the purchase of that Fixed Rate Loan or, if applicable, a negative amount equal to any Swap Premium Payment payable by the Issuer to the Swap Provider in connection with the Issuer entering into any Swap Transaction in connection with the purchase of that Fixed Rate Loan. See "*Swap Settlement Provisions*" below.

The Seller shall transfer to the Issuer within two Business Days of the Closing Date an amount equal to all Collections received on the Loans, the Overdrafts and their Related Security comprised in the Portfolio from (and including) the Cut-Off Date to (but excluding) the Closing Date.

Representations and Warranties: The Seller gives certain representations and warranties in respect of the Loans, Authorised Overdrafts and their Related Security on the Closing Date and on each Sale Date falling after the Closing Date and during the Replenishment Period, as applicable. See the section entitled "*Summary of the Key Transaction Documents — Mortgage Sale Agreement — Representations and Warranties*".

Repurchase of the Loans and Related Security: The Seller is liable for the repurchase of the relevant Loan(s) and/or Overdrafts and their Related Security in the following circumstances:

- in respect of any Loan, upon a breach of a Loan Warranty (which the Seller fails to remedy within the agreed grace period) and which has a material adverse effect on the value of the relevant Loan and/or its Related Security (unless the Seller has elected to indemnify the Issuer, on an after-tax basis for any loss incurred by the Issuer as a result of such breach or is required to pay a Set-off Indemnity Amount to the Issuer in connection with the breach);

- in respect of any Authorised Overdraft, upon a breach of an Overdraft Warranty (which the Seller fails to remedy within the agreed grace period) and which has a material adverse effect on the value of the relevant Overdraft and/or its Related Security (unless the Seller has elected to indemnify the Issuer for any loss resulting from the breach or is required to pay a Set-off Indemnity Amount to the Issuer in connection with the breach);

- in respect of any Loan (including any New Loan or Product Switch Loan), Further Advance or Authorised Overdraft (including any New Authorised Overdraft or Authorised Overdraft Extension) if the sale and purchase thereof on any Sale Date during the Replenishment Period would cause a breach of the Eligibility Criteria and that breach is either (i) not capable of remedy or (ii) is capable of remedy but has not, prior to the applicable Remedy Date, been remedied;

- in respect of any Loan (including any New Loan), Further Advance or Authorised Overdraft (including any New Authorised Overdraft or Authorised Overdraft Extension) purchased by the Issuer following the Closing Date and during the Replenishment Period either (i) the amount drawn under the Wet Funding Facility in order to pay the Subsequent Purchase Price in respect of such Loan or Authorised Overdraft (or the relevant part thereof, as applicable) is

not repaid to the Wet Funding Facility Provider pursuant to the Pre-Enforcement Principal Priority of Payments on or prior to the applicable Wet Funding Repayment Deadline; or (ii) if and to the extent not paid by the Issuer on the relevant Sale Date or the relevant Drawing Date, as applicable, from amounts drawn under the Wet Funding Facility, the Subsequent Purchase Price in respect of such Loan or Authorised Overdraft (or the relevant part thereof, as applicable) is not paid to the Seller pursuant to the applicable Priority of Payments or prior to the applicable Purchase Price Deadline;

- in respect of any Overdraft, a drawing is made by a Borrower thereunder which would constitute an Unauthorised Overdraft and such Unauthorised Overdraft is not repaid by the relevant Borrower by the second Interest Payment Date after the date on which such drawing was made;

- upon the delivery of an Enforcement Notice or the exercise of a Call Option, in respect of any Authorised Overdraft which has an Undrawn Amount in excess of £0 and provided that the Servicer has not elected to cancel that Undrawn Amount within the next 30 Business Days;

- if there is a New Loan, Further Advance, New Authorised Overdraft, Authorised Overdraft Extension, Product Switch in respect of a Loan or Drawing in respect of an Unarranged Overdraft (i) during the Replenishment Period which cannot be sold to the Issuer as it would not comply with the Loan Warranties or Overdraft Warranties (as applicable) or the applicable Eligibility Criteria or (ii) after the end of the Replenishment Period, by a Borrower in a Borrower Group with other Linked Loans in the Portfolio, that New Loan, Further Advance, New Authorised Overdraft, Authorised Overdraft Extension, Product Switch Loan or Drawing will not be purchased by the Issuer and all other Linked Loans in respect of that Borrower Group must (during the Replenishment Period) or may (after the Replenishment Period) be repurchased by the Seller; and

- in respect of any Loan or Overdraft, where the Seller is required to repurchase any other Loan and/or Overdraft which is a Linked Loan in the same Borrower Group as that Loan or Overdraft other than, for the avoidance of doubt, where a Loan is required to be reacquired by the Seller in connection with a Product Switch during the Replenishment Period, in which case, all other Linked Loans in the same Borrower Group will remain in the Portfolio, unless otherwise required to be repurchased as described in items above.

In addition, if a Product Switch is agreed with a Borrower in respect of a Loan, that Loan will be reacquired by the Seller in order that the relevant Product Switch can be implemented and will subsequently be reacquired by the Issuer, once the relevant Product Switch has been completed. Such reacquisition by the Issuer is subject to satisfaction of the Loan Warranties on the applicable Sale Date and subject to the satisfaction of the applicable Eligibility Criteria.

See the section entitled "*Summary of the Key Transaction Documents - Repurchase by the Seller"* for further information.

The Portfolio may also be reacquired by the Seller (or purchased by another party) pursuant to the exercise of a Call Option (see "*Deed Poll*" below).

Consideration for repurchase: The consideration payable by the Seller in respect of the repurchase of a Loan or Overdraft and its Related Security shall be an amount equal to the Repurchase Price, which includes an amount equal to the Issuer's or the Trustee's (as the case may be) incurred costs and expenses (if any) associated with the transfer of such Loan or Overdraft and its Related Security to the Seller.

See the section entitled "*Summary of the Key Transaction Documents - Repurchase by the Seller - Repurchase price"* for further information.

Set-off Indemnity: The Seller will indemnify the Issuer under the Mortgage Sale Agreement for an amount equal to any loss suffered by the Issuer as a direct result of the exercise by any Borrower of a right of set-off in respect of any debt owed by the Seller to that Borrower against the amount owing by that Borrower to the Seller under a Loan or Authorised Overdraft as a result of the Borrower having (i) an amount standing to the credit of one or more bank accounts held with the Seller in excess of the FSCS Limit; and (ii) exercised that right of set-off against the Seller.

The Seller will provide collateral in respect of its obligations under the Set-off Indemnity, which shall be retained in the Set-off Collateral Account and applied in accordance with the terms of the Mortgage Sale Agreement, the Cash Management Agreement and the Set-off Collateral Security Agreement.

See the section entitled "*Summary of the Key Transaction Documents - Mortgage Sale Agreement – Set-off Indemnity"* for further information.

Perfection Events: Prior to the completion of the transfer of legal title of the Loans, the Overdrafts and their Related Security to the Issuer, legal title of the Loans, the Overdrafts and their Related Security will remain with the Seller, in its capacity as Legal Title Holder, and will be held on bare trust for the Issuer, who will hold only the equitable or beneficial title directly and will therefore be subject to certain risks as set out in the risk factor entitled "*Seller to initially retain legal title to the Loans and the Overdrafts and risks relating to set-off*" in the section entitled "*Risk Factors*".

Pursuant to the Mortgage Sale Agreement, prior to the completion of the transfer of legal title of the Loans, the Overdrafts and their Related Security to the Issuer, the Seller, in its capacity as Legal Title Holder, will hold the legal title to the Loans, the Overdrafts and their Related Security in the Portfolio (but excluding any Loan or Overdraft and its Related Security which has been repurchased by the Seller) on bare trust for the Issuer.

See *"Perfection Events"* in the section entitled *"Triggers Tables — Non-Rating Triggers Table"*.

Servicing of the Portfolio: The Servicer agrees to service the Loans and Overdrafts to be sold to the Issuer and their Related Security on behalf of the Issuer and, where applicable, the Seller. Following the delivery of an Enforcement Notice, the Servicer shall, until instructed otherwise by the Trustee, act at the direction of the Trustee.

The appointment of the Servicer may be terminated by the Issuer or the Seller (with the prior written consent of the Trustee) if any Servicer Termination Event occurs and is continuing (see "*Servicer Termination Events*" in the "*Triggers Tables - Non-Rating Triggers Table*").

The Servicer may also resign from its appointment as Servicer by giving not less than 12 months' notice to the other parties to the Servicing Agreement, subject to the terms of the Servicing Agreement.

In each case, such termination of the appointment of the Servicer shall not be effective until *inter alia* a Successor Servicer has been appointed. See the section entitled "*Summary of the Key Transaction Documents - Servicing Agreement*" below.

SUMMARY OF THE TERMS AND CONDITIONS OF THE NOTES AND THE CERTIFICATES

Please refer to the section entitled "Terms and Conditions of the Notes" for further detail in respect of the terms of the Notes and to the section entitled "Terms and Conditions of the Certificates" for further detail in respect of the terms of the Certificates.

FULL CAPITAL STRUCTURE OF THE NOTES AND CERTIFICATES

	Class A Notes	**Class B Notes**	**Class C Notes**	**Class D Notes**	**Class E Notes**	**Class F Notes**	**Class Z Notes**	**Class X Notes**	**Certificates**
Principal Amount	£367,290,000	£39,827,000	£13,276,000	£8,850,000	£4,425,000	£4,425,000	£4,436,000	£6,638,000	N/A
Credit enhancement features:	Overcollateralisation funded by other Collateralised Notes, Revenue Receipts prior to the delivery of an Enforcement Notice to reduce a debit on the Principal Deficiency Ledger, Flexible Reserve Fund Excess Amounts being applied as Available Principal Receipts, (if applicable) amounts standing to the credit of the Set-off Reserve Fund, in respect of any Set-off Indemnity Shortfall and following delivery of an Enforcement Notice, all amounts credited to the Liquidity Reserve Fund Ledger and the Flexible Reserve Fund Ledger.	Overcollateralisation funded by other Collateralised Notes (other than the Class A Notes), Revenue Receipts prior to the delivery of an Enforcement Notice to reduce a debit on the Principal Deficiency Ledger, Flexible Reserve Fund Excess Amounts being applied as Available Principal Receipts, (if applicable) amounts standing to the credit of the Set-off Reserve Fund, in respect of any Set-off Indemnity Shortfall and, following delivery of an Enforcement Notice, all amounts credited to the Liquidity Reserve Fund Ledger and the Flexible Reserve Fund Ledger.	Overcollateralisation funded by other Collateralised Notes (other than the Class A Notes and the Class B Notes), Revenue Receipts prior to the delivery of an Enforcement Notice to reduce a debit on the Principal Deficiency Ledger, Flexible Reserve Fund Excess Amounts being applied as Available Principal Receipts, (if applicable) amounts standing to the credit of the Set-off Reserve Fund, in respect of any Set-off Indemnity Shortfall and, following delivery of an Enforcement Notice, all amounts credited to the Liquidity Reserve Fund Ledger and the Flexible Reserve Fund Ledger.	Overcollateralisation funded by other Collateralised Notes (other than the Class A Notes, the Class B Notes and the Class C Notes), Revenue Receipts prior to the delivery of an Enforcement Notice to reduce a debit on the Principal Deficiency Ledger, Flexible Reserve Fund Excess Amounts being applied as Available Principal Receipts, (if applicable) amounts standing to the credit of the Set-off Reserve Fund, in respect of any Set-off Indemnity Shortfall and, following delivery of an Enforcement Notice, all amounts credited to the Liquidity Reserve Fund Ledger and the Flexible Reserve Fund Ledger.	Overcollateralisation funded by other Collateralised Notes (other than the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes), Revenue Receipts prior to the delivery of an Enforcement Notice to reduce a debit on the Principal Deficiency Ledger, Flexible Reserve Fund Excess Amounts being applied as Available Principal Receipts, (if applicable) amounts standing to the credit of the Set-off Reserve Fund, in respect of any Set-off Indemnity Shortfall and, following delivery of an Enforcement Notice, all amounts credited to the Liquidity Reserve Fund Ledger and the Flexible Reserve Fund Ledger.	Overcollateralisation funded by other Collateralised Notes (other than the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes), Revenue Receipts prior to the delivery of an Enforcement Notice to reduce a debit on the Principal Deficiency Ledger, Flexible Reserve Fund Excess Amounts being applied as Available Principal Receipts, (if applicable) amounts standing to the credit of the Set-off Reserve Fund, in respect of any Set-off Indemnity Shortfall and, following delivery of an Enforcement Notice, all amounts credited to the Liquidity Reserve Fund Ledger and the Flexible Reserve Fund Ledger.	Revenue Receipts prior to the delivery of an Enforcement Notice to reduce a debit on the Principal Deficiency Ledger, Flexible Reserve Fund Excess Amounts being applied as Available Principal Receipts, (if applicable) amounts standing to the credit of the Set-off Reserve Fund, in respect of any Set-off Indemnity Shortfall and, following delivery of an Enforcement Notice, all amounts credited to the Liquidity Reserve Fund Ledger and the Flexible Reserve Fund Ledger.	Flexible Reserve Fund Excess Amounts being applied as Available Principal Receipts and, following delivery of an Enforcement Notice, all amounts credited to the Liquidity Reserve Fund Ledger and the Flexible Reserve Fund Ledger.	N/A

	Class A Notes	Class B Notes	Class C Notes	Class D Notes	Class E Notes	Class F Notes	Class Z Notes	Class X Notes	Certificates
Liquidity support features:	Subordination in payment of the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes , Available Principal Receipts applied as Principal Addition Amounts to provide for any Revenue Deficit and the amounts credited to the Liquidity Reserve Fund.	Subordination in payment of the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, Available Principal Receipts applied as Principal Addition Amounts to provide for any Revenue Deficit and the amounts credited to the Liquidity Reserve Fund.	Subordination in payment of the Class D Notes, the Class E Notes and the Class F Notes and, Available Principal Receipts applied as Principal Addition Amounts to provide for any Revenue Deficit.	Subordination in payment of the Class E Notes and the Class F Notes and Available Principal Receipts applied as Principal Addition Amounts to provide for any Revenue Deficit.	Subordination in payment of the Class F Notes and Available Principal Receipts applied as Principal Addition Amounts to provide for any Revenue Deficit.	Available Principal Receipts applied as Principal Addition Amounts to provide for any Revenue Deficit.	N/A	N/A	N/A
Issue Price:	100.000000%	99.193004%	98.979572%	97.836019%	96.740694%	96.771350%	50.094086%	97.632787%	N/A
Reference Rate:	Compounded Daily SONIA	Compounded Daily SONIA	Compounded Daily SONIA	Compounded Daily SONIA	Compounded Daily SONIA	Compounded Daily SONIA	N/A	N/A	N/A
Margin:	0.90% per annum	1.40% per annum	1.70% per annum	2.20% per annum	3.00% per annum	3.50% per annum	N/A	N/A	N/A
Interest Accrual Method:	Actual/365	Actual/365	Actual/365	Actual/365	Actual/365	Actual/365	N/A	N/A	N/A
Interest Payment Dates:	25th day of March, June, September and December								
First Interest Payment Date:	The Interest Payment Date falling in March 2026								
Final Maturity Date:	The Interest Payment Date falling in December 2038								
Application for Exchange Listing:	London Stock Exchange								N/A (unlisted)

	Class A Notes	**Class B Notes**	**Class C Notes**	**Class D Notes**	**Class E Notes**	**Class F Notes**	**Class Z Notes**	**Class X Notes**	**Certificates**
ISIN:	XS3241807885	XS3241807968	XS3241808008	XS3241808180	XS3241808263	XS3241809154	XS241810590	XS3241810673	XS3241811051
Common Code:	324180788	324180796	324180800	324180818	324180826	324180915	324181059	324181067	324181105
Expected Ratings (Morningstar DBRS/S&P):	AAA (sf)/AAA (sf)	AA (high) (sf)/AA- (sf)	A (sf)/A (sf)	BBB (low) (sf)/BBB (sf)	BB (high) (sf)/BB (sf)	B (sf)/B- (sf)	N/A	N/A	N/A
Minimum Denomination:	£100,000 and integrals of £1,000	£100,000 and integrals of £1,000	£100,000 and integrals of £1,000	£100,000 and integrals of £1,000	£100,000 and integrals of £1,000	£100,000 and integrals of £1,000	£100,000 and integrals of £1,000	£100,000 and integrals of £1,000	N/A
Governing law:	English law								

As of the date of this Prospectus, Morningstar DBRS and S&P are credit rating agencies established in the United Kingdom. Morningstar DBRS and S&P are registered under the UK CRA Regulation.

DESCRIPTION OF THE CHARACTERISTICS OF THE NOTES AND THE CERTIFICATES

Ranking and Form of the Notes

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

- Class A mortgage backed floating rate notes due 2038 (the "**Class A Notes**");
- Class B mortgage backed floating rate notes due 2038 (the "**Class B Notes**");
- Class C mortgage backed floating rate notes due 2038 (the "**Class C Notes**");
- Class D mortgage backed floating rate notes due 2038 (the "**Class D Notes**");
- Class E mortgage backed floating rate notes due 2038 (the "**Class E Notes**");
- Class F mortgage backed floating rate notes due 2038 (the "**Class F Notes**");
- Class Z mortgage backed notes due 2038 (the "**Class Z Notes**"); and
- Class X notes due 2038 (the "**Class X Notes**"),

the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class Z Notes together being the "**Collateralised Notes**", and the Collateralised Notes and the Class X Notes together being the "**Notes**" and the holders thereof, the "**Noteholders**".

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

Certificates:

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

The holder of the majority of the Certificates (excluding those Certificates held directly or indirectly by the Seller, unless the Seller holds 100 per cent. of the Certificates), will be the "**Portfolio Purchase Option Holder"** and will have, in its capacity as the Portfolio Purchase Option Holder certain rights under the Deed Pool in connection with certain of the Call Options in respect of the Loans and Overdrafts in the Portfolio.

The Certificates will be issued in registered form. The Certificates will be issued pursuant to Regulation S and will not be listed but cleared through Euroclear and/or Clearstream, Luxembourg. On any Interest Payment Date all Available Revenue Receipts remaining after application thereof to meet items (a) to (w) of the Pre-Enforcement Revenue Priority of Payments to be applied as Residual Payments to the holders of the Certificates.

Sequential Order: 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 the payment of interest and principal at all times, but 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 the payment of interest and principal at all times, but 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 the payment of interest and principal at all times, but 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 the payment of interest and principal at all times, but subordinate to the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes.

The Class F Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to the 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.

The Class Z Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to the payment of 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 F Notes.

The Class X Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to the payment of principal at all times, but subordinate to payments 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 F Notes and the Class Z Notes.

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

The Notes within each Class will rank *pro rata* and *pari passu* without any preference or priority among themselves as to payments of principal and (if applicable) interest at all times.

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

Security: Pursuant to the Deed of Charge, the Notes and Certificates will all share the same Security. Certain other amounts, being the amounts owing to the other Secured Creditors, will also be secured by the Security.

Pursuant to the Deed of Charge on the Closing Date, the Notes and Certificates will be secured by, among other things, the following security (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, the Deed of Charge, each Scottish Supplemental Charge and each Scottish Declaration of Trust) 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, the Overdrafts and their Related Security and other related rights comprised in the Portfolio (other than in respect of Scottish Loans) and any sums derived therefrom;

(c) Scottish Supplemental Charges (being assignations in security of the Issuer's beneficial title under each Scottish Declaration of Trust);

(d) a charge by way of first fixed charge over the Issuer's interest in its bank and/or securities accounts (including the Issuer Accounts) maintained with the Issuer Account Bank and 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);

(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 Issuer) 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 including over all of the Issuer's property, assets, rights and revenues as are situated in Scotland or governed by Scots law (whether or not the subject of the charges referred to above as aforesaid).

In addition, if there is a delivery of a Scottish Transfer pursuant to the Mortgage Sale Agreement, the Issuer will deliver to the Trustee a Scottish Sub-Security. See "Summary of the *Key Transaction Documents — Deed of Charge"* below.

Interest Provisions: Please refer to the "*Full Capital Structure of the Notes and Certificates*" table above and as fully set out in 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 18 (*Subordination by Deferral*).

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 and Certificates on account of taxes.

Redemption: The Notes are subject to the following redemption events:

- mandatory redemption in whole on the Interest Payment Date falling in December 2038 (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 delivery of an Enforcement Notice subject:

  (X) to the availability of Available Principal Receipts (to the extent not applied to cover any more senior items in the Pre-Enforcement Principal Priority of Payments including (i) any amount then due and payable to the Wet Funding Facility Provider in respect of any drawing made under the Wet Funding Facility Agreement (ii) any Subsequent Purchase Price due and payable to the Seller, in respect of any Drawings under an Authorised Overdraft, New Authorised Overdraft or Authorised Overdraft Extension or in respect of any New Loan or Further Advance in respect of a Loan or in respect of any Drawing under an Unauthorised Overdraft, if and to the extent not paid by the Issuer on the relevant Sale Date or the relevant Drawing Date, as applicable, from amounts drawn under the Wet Funding Facility, (iii) any Revenue Deficit or (iv) amounts required to replenish the Flexible Reserve Fund Ledger up to the Flexible Reserve Fund Required Amount) which shall be applied:

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

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

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

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

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

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

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

(Y) to the availability (in respect of the Class X Notes) of Available Revenue Receipts applied in accordance with the Pre-Enforcement Revenue Priority of Payments to repay the Class X Notes until they are repaid in full.

- mandatory redemption of the Notes in full following the exercise of a Clean-up Call Option by the Seller or the Portfolio Purchase Option Holder, as applicable, as fully set out in Condition 8.3 (*Mandatory Redemption of the Notes pursuant to the exercise of the Clean-up Call Option*);

- mandatory redemption of the Notes in full following the exercise by the Seller of the Regulatory Change Option, on any Interest Payment Date following the occurrence of a Regulatory Change Event, as fully set out in Condition 8.4 (*Mandatory Redemption of the Notes following the exercise of the Regulatory Change Option*);

- mandatory redemption of the Notes in full following the exercise by the Risk Retention Holder of the Risk Retention Regulatory Change Option, on any Interest Payment Date following the occurrence of a Risk Retention Regulatory Change Event, as fully set out in Condition 8.5 (*Mandatory Redemption of the Notes following the exercise of the Risk Retention Regulatory Change Option*); and

- mandatory redemption of the Notes in full following exercise by the Seller of the Tax/Illegality Event Option (or optional redemption by the Issuer), on any Interest Payment Date following a Tax/Illegality Event, as fully set out in Condition 8.6 (*Mandatory Redemption of the Notes following the exercise of the Tax/Illegality Event Option*).

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, provided the Issuer has sufficient funds available for that purpose on the relevant redemption date. If, following the exercise of a Call Option or on the Final Maturity Date, the Issuer does not have sufficient funds to redeem each of the Notes then outstanding, in each case, 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, the Issuer will apply the funds then available to it in accordance with the Post-Enforcement Priority of Payments. If there are no further Charged Assets remaining which are capable of being realised or otherwise converted into cash following the application of such amounts, 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 and the Issuer shall be deemed to be discharged from making any further payments in respect of the Notes, as further described in Condition 12.4 (*Limited Recourse*).

Following the redemption in full of all of the Notes, no more Residual Payments will be made by the Issuer and the Certificates shall be

cancelled pursuant to Certificate Condition 6.7 (*Termination of Payments and Cancellation of Certificates*).

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 "*Weighted Average Lives of the Notes*" below.

Event of Default: As more fully set out in Condition 11 (*Events of Default*) and Certificate Condition 10 (*Events of Default*), which includes, among other events, (where relevant, subject to the applicable grace period and/or materiality requirements):

(i) in relation to the Notes, subject to the deferral provisions in Condition 18 (*Subordination by Deferral*), default in the payment of interest due in respect of the Notes and such non-payment continues for a period of three Business Days;

(ii) in relation to the Notes, default in the payment of principal due in respect of the Most Senior Class of Notes and the default continues for a period of five Business Days;

(iii) breach of any 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;

(iv) any representation made by the Issuer (other than any Loan Warranty) is incorrect when given if the matters giving rise to such misrepresentation is incapable of remedy or, if it is capable of remedy, has not been remedied within the applicable grace period; and

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

Following the occurrence of an Event of Default, the Trustee may (or, if so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes then outstanding (or if no Notes are outstanding the holders of the Certificates) 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 then outstanding (or if no Notes are outstanding the holders of the Certificates), shall), or (but, in the case of the occurrence of any of the events mentioned in paragraphs (iii) and (iv) above, only if the Trustee shall have certified in writing to the Issuer that such event is, in its opinion, materially prejudicial to the interests of the holders of the Most Senior Class of Notes or, where there are no Notes outstanding, the Certificateholders) serve an Enforcement Notice on the Issuer that all Classes of Notes or Certificates are immediately due and payable **provided that**, in each case, the Trustee is indemnified and/or prefunded and/or secured to its satisfaction.

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

Limited Recourse and Non-Petition: The Notes and Certificates 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 12.4

(*Limited Recourse*). In accordance with Condition 12.3 (*Limitations on Enforcement*) and Certificate Condition 11.2 (*Limitations on Enforcement*), no Noteholder or Certificateholder may proceed directly against the Issuer unless the Trustee or the Trustee, having become bound to do so, fails to do so within a reasonable period of time and such failure is continuing.

Governing Law: English law (**provided that** any terms of the Transaction Documents which are particular to Scots law will be governed by and construed in accordance with Scots law and each Scottish Declaration of Trust and Scottish Supplemental Charge will be governed by Scots law).

DESCRIPTION OF THE 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 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.

Convening a Meeting prior to an Event of Default:	The Issuer or Trustee may convene a Meeting at any time. Noteholders or Certificateholders holding not less than 10 per cent. of the aggregate Principal Amount Outstanding of a Class or Classes of Notes or Certificates then outstanding are entitled to direct the Trustee in writing to convene a Noteholders' or Certificateholders' meeting, as applicable, subject to the Trustee being indemnified and/or secured and/or prefunded to its satisfaction.
Instructions 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 aggregate Principal Amount Outstanding of the Most Senior Class, or if an Extraordinary Resolution of the holders of the Most Senior Class is passed, direct the Trustee to give an Enforcement Notice to the Issuer that all classes of the Notes and Certificates are immediately due and repayable at their respective Principal Amount Outstanding together with accrued (but unpaid) interest or that all Residual Payments accrued (but unpaid) pursuant to the Certificates are immediately due and payable, as applicable. The Trustee shall not be bound to take any such action unless first indemnified and/or prefunded and/or secured to its satisfaction. Certificateholders may only direct the delivery of an Enforcement Notice once the Notes have been redeemed in full.
Instructions prior to an Event of Default	So long as no Event of Default has occurred and is continuing, neither the Noteholders or the Certificateholders are entitled to instruct or direct the Issuer to take any actions, either directly or through the 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.

Noteholders' and Certificateholders' Meeting provisions:		*Initial meeting*	*Adjourned meeting*
	Notice period:	At least 21 clear days (and no more than 180 clear days)	At least 10 clear days (and no more than 42 clear days in the case of an initial adjournment of a meeting at which an Extraordinary Resolution is to be proposed)
	Place of meeting:	United Kingdom	United Kingdom
	Quorum:	Subject to more detailed provisions of the Trust Deed, one or more persons present and representing in aggregate not less than 25 per cent. of the Principal Amount Outstanding of the relevant Class or	Subject to more detailed provisions of the Trust Deed, one or more persons present and representing in aggregate not less than 10 per cent. of the Principal Amount Outstanding of the relevant Class or

	Classes of Notes or of Certificates then outstanding or in issue, as applicable, for transaction of business including the consideration of an Ordinary Resolution. The quorum for considering an Extraordinary Resolution (other than a Basic Terms Modification) shall be 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 or Classes of Notes or Certificates then outstanding, or representing not less than 50 per cent. of the relevant Class or Classes of Certificates then in issue, as applicable. The quorum for considering a Basic Terms Modification at a meeting of any affected Class or Classes of Notes or Certificates shall be one or more persons eligible to attend and vote at such meeting holding or representing in aggregate not less than 75 per cent. of the aggregate Principal Amount Outstanding of such Class of Notes or Certificates.	Classes of Notes or Certificates then outstanding or in issue, as applicable, for transaction of business including the considering of an Ordinary Resolution. The quorum for considering an Extraordinary Resolution (other than a Basic Terms Modification) shall be 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 or Classes of Notes or Certificates then outstanding, or representing not less than 25 per cent. of the relevant Class or Classes of Certificates then in issue, as applicable. The quorum for considering Basic Terms Modification at a meeting of any affected Class or Classes of Notes or Certificates shall be one or more persons eligible to attend and vote at such meeting holding or representing in aggregate not less than 50 per cent. of the aggregate Principal Amount Outstanding of such Class of Notes or Certificates.
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:	Not less than 75 per cent. in aggregate Principal Amount Outstanding of the relevant Class of Notes or Certificates. A written resolution has the same effect as an Extraordinary Resolution.

Matters requiring Extraordinary Resolution:

The following matters require an Extraordinary Resolution of the Noteholders (and in the case of a Basic Terms Modification, an Extraordinary Resolution of the Certificateholders), as set out in the Trust Deed:

- to sanction or to approve a Basic Terms Modification;
- to sanction any compromise or arrangement proposed to be made between, amongst others, the Issuer or any other party to any Transaction Document;
- to sanction any abrogation, modification, compromise or arrangement in respect of the rights of, amongst others, the Trustee 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;
- to approve the substitution of any person for the Issuer as principal debtor under the Notes or the Certificates other than in accordance with Condition 8.6 (*Mandatory Redemption of the Notes following the exercise of the Tax/Illegality Event Option*), Condition 13.9 (*Issuer Substitution Condition*) or Certificate Condition 12.9 (*Issuer Substitution Condition*)
- to assent to any modification of the Trust Deed or any other Transaction Document which is proposed by the Issuer or any other party to any Transaction Document or any Noteholder or Certificateholder, other than those modifications which are sanctioned by the Trustee without the consent or sanction of the Noteholders and Certificateholders in accordance with the terms of the Trust Deed;
- to direct the Trustee to serve an Enforcement Notice following an Event of Default;
- to remove the Trustee;
- to approve the appointment of a new Trustee;
- to approve the appointment of a Successor Servicer in circumstances where the Servicer has resigned and the appointment of the Successor Servicer will result in a downgrade, withdrawal or qualification of the current rating of the Notes (as confirmed in a Rating Agency Confirmation addressed to the Trustee);
- to authorise the Trustee and/or any Appointee to execute all documents and do all things necessary to give effect to any Extraordinary Resolution;
- to discharge or exonerate the Trustee and/or any Appointee from any liability in respect of any act or omission for which it may

become responsible under the Trust Deed or the Notes or Certificates;

- to appoint any persons as a committee to represent the interests of the Noteholders or the Certificateholders and to confer upon such committee any powers which the Noteholders or Certificateholders could themselves exercise by Extraordinary Resolution;

- to sanction any scheme or proposal for the exchange, sale, conversion or cancellation of the Notes or the Certificates for or partly or wholly in consideration of shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities of the Issuer or any other company or partly or wholly in consideration of cash; or

- 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.

See Condition 12 (*Enforcement*) and Certificate Condition 11 (*Enforcement*) for more detail.

Deemed Principal Amount Outstanding of the Certificates

The Certificates will not have a Principal Amount Outstanding. However, for the purposes of the voting and quorum provisions set out in the Conditions, the Certificate Conditions and the Trust Deed any reference to the Principal Amount Outstanding of the Certificates shall be deemed to be a reference at all times to £500,000.

Relationship between Classes of Noteholders and Certificateholders:

Subject to the provisions governing a Basic Terms Modification, an Extraordinary Resolution of the holders of a relevant Class of Notes or Certificates shall be binding on all other holders of Classes of Notes or Certificates (if any) which are subordinate to such Class of Notes or Certificates in the Post-Enforcement Priority of Payments, 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 any Class of Notes or Certificates ranking senior to such Class of Notes or Certificates in the Post-Enforcement Priority of Payments remains outstanding unless it shall have been sanctioned by an Extraordinary Resolution of the holders of any such senior ranking Class of Notes, or the Trustee is of the opinion it would not be materially prejudicial to the interests of the holders of such senior ranking Class of Notes.

A Basic Terms Modification requires an Extraordinary Resolution of the holders of the relevant affected Class or Classes of Notes and/or Certificates then in issue, as applicable (unless the Trustee is of the opinion that it would not be materially prejudicial to the respective interests of the holders of those affected Class of Notes and/or Certificates, as applicable).

Relationship between Noteholders, Certificateholders and other Secured Creditors:

So long as any of the Notes are outstanding, the Trustee shall not have regard to the interests of the other Secured Creditors.

So long as the Notes are outstanding, the Trustee will have regard to the interests of each class of the Noteholders, but if in the 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 Trustee for so doing.

So long as any Notes are outstanding and there is a conflict between the interests of the Noteholders, the Certificateholders and the other Secured Creditors, the Trustee will take into account the interests of the Noteholders only in the exercise of its discretion. So long as the Notes have been redeemed in full but any Secured Obligations remain outstanding and there is a conflict of interest between the Certificateholders and the other Secured Creditors the Trustee will take into account the interests of the Certificateholders (and not the other Secured Creditors) only in the exercise of its discretion.

Relevant Person as Noteholder or Certificateholder:

For certain purposes, including the determination as to whether Notes are deemed outstanding or Certificates are deemed in issue, for the purposes of convening a meeting of the Noteholders or Certificateholders, those Notes or Certificates (if any) which are for the time being held by or on behalf of or for the benefit of any Relevant Person, in each case as beneficial owner, shall (unless and until ceasing to be so held) be deemed not to remain outstanding or in issue, **provided that** Notes or Certificates of a 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 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 Certificates of such Class, then the Relevant Class 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 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 Certificateholders:

For so long as the Notes and Certificates are outstanding, each Investor Report and each Loan Level Report will be published by the Seller on the SR Website. Until the Notes and Certificates are redeemed in full, a cash flow model shall be made available (directly or indirectly) by the Seller to investors, potential investors and firms that generally provide services to investors.

The Cash Manager shall make available the Cash Manager Investor Reports on the Citibank Website. For the avoidance of doubt, the posting of such reports on the Citibank Website is not intended to satisfy the Issuer's obligations (if any) under the UK Securitisation Framework (on an ongoing basis) or the EU Securitisation Regulation (as in force on the Closing Date) and the Citibank Website will not be the website that conforms to the requirements set out in SECN 6.3.1R(1), Article 7(2) of Chapter 2 of the PRA Securitisation Rules or Article 7(2) of the EU Securitisation Regulation (as in force on the Closing Date).

For more details see *"Summary of the Key Transaction Documents — Cash Management Agreement"* and *"General Information — Reporting under the UK Securitisation Framework and the EU Securitisation Regulation*".

Communication with Noteholders and Certificateholders:

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

(a) Subject to paragraph (d) below, any notice to Noteholders and 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 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 Trustee and notified to Noteholders and 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 and Certificates in definitive form, notices to Noteholders and Certificateholders 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 and Certificates are represented by Global Certificates, notices to Noteholders and Certificateholder 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 and 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.

(d) So long as the Notes are admitted to trading on the Main Market of the London Stock Exchange and listed on the FCA's Official List, all notices to the Noteholders will be valid if published in a manner which complies with the relevant guidelines of the London Stock Exchange (which includes delivering a copy of such notice to the London Stock Exchange's Regulatory New Service) and any such notice will be deemed to have been given on the date sent to the London Stock Exchange's Regulatory New Service.

The 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 Certificates are then listed, quoted and/or traded and **provided that** notice of such other method is given to Noteholders and Certificateholders in such manner as the Trustee shall require.

Right of Modification without Noteholder or Certificateholder Consent:

Pursuant to and in accordance with the provisions of Condition 13.6 (*Additional Right of Modification*) and Certificate Condition 12.6 (*Additional Right of Modification*), the Trustee shall be obliged, without any consent or sanction of the Noteholders or Certificateholders or any other Secured Creditor to concur with the Issuer in making any modification (other than in respect of a Basic Terms Modification) to the Conditions or the Certificate Conditions, the Trust Deed or any other Transaction Document for the purposes 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;
- complying with any changes in the requirements of the EU Securitisation Regulation, including as a result of the adoption of regulatory technical standards in relation to the EU Securitisation Regulation or any other risk retention legislation or regulations or official guidance in relation thereto;
- complying with any changes in the requirements of the UK Securitisation Framework, including as a result of the adoption or amendment of any risk retention legislation, regulations or official guidance in relation thereto;
- enabling the Notes to be (or to remain) listed on the FCA's Official List and to be (or to remain) admitted to trading on the Main Market of the London Stock Exchange;
- enabling the Issuer or any of the other Transaction Parties to comply with FATCA;
- complying with any changes in the requirements of the UK CRA Regulation after the Closing Date, including any requirements imposed by the UK Securitisation Framework and/or any new regulations or official guidance in relation thereto;
- a Base Rate Modification; and
- Swap Rate Modification.

EMIR Amendment, servicer transition and amendments to account bank arrangements

The Trustee shall, at any time and from time to time, with the written consent of 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 or Certificateholders or any other Secured Creditor, agree with the Issuer and any other parties in making or sanctioning any modification:

(a) to the Transaction Documents, the Conditions or the Certificate 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 of UK EMIR and EU EMIR, irrespective of whether such modifications are: (i) materially prejudicial to the interests of the holders of any Class of Notes or Certificates or any other Secured Creditor; or (ii) in respect of a Basic Terms Modification and subject to receipt by the Trustee of a certificate of (x) the Issuer signed by two directors, or (y) the Servicer on behalf of the Issuer, certifying to the 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 EU EMIR and have been drafted solely for that purpose;

(b) to the Transaction Documents, the Conditions or the Certificate Conditions that are requested in writing by the Issuer (acting in its own discretion or at the direction of any transaction party) for the purpose of enabling the Issuer (or the Servicer on its behalf) to (x) transfer the Collection Account from the Collection

Account Bank to another bank, or (y) transfer the role of the Servicer to the Successor Servicer in circumstances where the Servicer's appointment is terminated pursuant to clause 24 (*Appointment following Termination*) of the Servicing Agreement, irrespective of whether such modifications are (i) materially prejudicial to the interests of the holders of any Class of Notes or Certificates or any other Secured Creditor or (ii) in respect of a Basic Terms Modification **provided that** the Issuer (or the Servicer on its behalf) certifies to the Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect and that the conditions stipulated in clause 28.2 or clause 24 (*Appointment following Termination*), respectively, of the Servicing Agreement have been satisfied; or

(c) to the Transaction Documents, the Conditions or the Certificate Conditions that are requested in writing by the Issuer (acting in its own discretion or at the direction of any transaction party) for the purpose of enabling the Issuer to open any additional custody account for the receipt of any collateral posted by the Swap Provider under the Swap Agreement in the form of securities.

DESCRIPTION OF THE CREDIT STRUCTURE AND CASHFLOW

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

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 Trustee and any Appointee thereof including charges, liabilities, fees, costs and expenses;

(b) Amounts due to the Agent Bank, the Custodian, the Registrar, the Paying Agents, the Cash Manager, the Legal Title Holder, the Servicer, the Back-Up Servicer Facilitator, the Corporate Services Provider and the Issuer Account Bank in each case including all indemnity payments, charges, liabilities, fees, costs and expenses;

(c) Third party expenses and any Transfer Costs;

(d) Issuer Profit Amount;

(e) Amounts due to the Swap Provider in respect of the Swap Agreement (including any termination payment due and payable by the Issuer) to the extent such amounts due cannot be satisfied by amounts available to be applied in accordance with Swap Collateral Account Priority of Payments (other than any Swap Collateral Account Surplus), and excluding, if applicable, any Swap Subordinated Amounts;

(f) *Pro rata* and *pari passu*:

(i) to pay the interest due on the Wet Funding Facility; and

(ii) *pro rata* and *pari passu* to pay the interest due on the Class A Notes;

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

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

(i) to credit the Liquidity Reserve Fund Ledger up to the Liquidity Reserve Fund Required Amount;

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

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

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

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

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

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

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

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

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

(s) Amounts to be credited to the Class Z Principal Deficiency Sub-Ledger;

(t) *Pro rata* and *pari passu* to pay the principal due on the Class X Notes;

(u) Any Swap Subordinated Amounts (to the extent such amounts cannot be satisfied by amounts available to be applied in accordance with the Swap Collateral Account Priority of Payments other than any Swap Collateral Account Surplus) due to the Swap Provider;

(v) Any other amounts due and payable by the Issuer incurred without breach of the Transaction Documents and which are not provided for elsewhere;

(w) On any Interest Payment Date falling within a Determination Period, all remaining amounts to be credited to the Issuer Transaction Account to be applied on the next Interest Payment Date as Available Revenue Receipts; and

(x) All excess amounts to be applied as Residual Payments to the Certificateholders.

Pre-Enforcement Principal Priority of Payments:

(a) To be applied in or towards repayment of the principal amount outstanding under the Wet Funding Facility;

(b) To be applied in or towards the Subsequent Purchase Price then due and payable to the Seller in respect of any Drawings under any Authorised Overdraft, New Authorised Overdraft or Authorised Overdraft Extension, if and to the extent not paid by the Issuer on the relevant Sale Date or the relevant Drawing Date, as applicable, from amounts drawn under the Wet Funding Facility;

(c) To be credited to the Flexible Reserve Fund Ledger up to the Flexible Reserve Fund Required Amount;

(d) To be applied in or towards the Subsequent Purchase Price then due and payable to the Seller in respect of any New Loan or any Further Advance in respect of a Loan or any Drawing under an Unauthorised Overdraft, if and to the extent not paid by the

Issuer on the relevant Sale Date or Drawing Date, as applicable, from amounts drawn under the Wet Funding Facility;

(e) Principal Addition Amounts to be applied to meet any Revenue Deficit;

(f) *Pro rata* and *pari passu* to the principal amounts due on the Class A Notes;

(g) *Pro rata* and *pari passu* to the principal amounts due on the Class B Notes;

(h) *Pro rata* and *pari passu* to the principal amounts due on the Class C Notes;

(i) *Pro rata* and *pari passu* to the principal amounts due on the Class D Notes;

(j) *Pro rata* and *pari passu* to the principal amounts due on the Class E Notes;

(k) *Pro rata* and *pari passu* to the principal amounts due on the Class F Notes;

(l) *Pro rata* and *pari passu* to the principal amounts due on the Class Z Notes; and

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

Post-Enforcement Priority of Payments:

(a) Amounts due in respect of the Receiver, the Trustee and any Appointee thereof including charges, liabilities, fees, costs and expenses;

(b) Amounts due to the Agent Bank, the Custodian, the Registrar, the Paying Agents, the Cash Manager, the Legal Title Holder, the Servicer, the Back-Up Servicer Facilitator, the Corporate Services Provider and the Issuer Account Bank, in each case including all indemnity payments, charges, liabilities, fees, costs and expenses;

(c) Issuer Profit Amount;

(d) Amounts due to the Swap Provider (including any termination payment due and payable by the Issuer) to the extent such amounts due cannot be satisfied by amounts available to be applied in accordance with the Swap Collateral Account Priority of Payments (other than any Swap Collateral Account Surplus), and excluding, if applicable, any Swap Subordinated Amounts;

(e) To pay amounts of interest due on the Wet Funding Facility;

(f) To repay amounts of principal due and payable to the Wet Funding Facility Provider under the Wet Funding Facility;

(g) Subsequent Purchase Price due and payable to the Seller if and to the extent not paid by the Issuer on the relevant Sale Date or the relevant Drawing Date, as applicable, from amounts drawn under the Wet Funding Facility;

(h) *Pro rata* and *pari passu* to the amounts of interest due on the Class A Notes;

(i) *Pro rata* and *pari passu* to the amounts of principal due on the Class A Notes;

(j) *Pro rata* and *pari passu* to the amounts of interest due on the Class B Notes;

(k) *Pro rata* and *pari passu* to the amounts of principal due on the Class B Notes;

(l) *Pro rata* and *pari passu* to the amounts of interest due on the Class C Notes;

(m) *Pro rata* and *pari passu* to the amounts of principal due on the Class C Notes;

(n) *Pro rata* and *pari passu* to the amounts of interest due on the Class D Notes;

(o) *Pro rata* and *pari passu* to the amounts of principal due on the Class D Notes;

(p) *Pro rata* and *pari passu* to the amounts of interest due on the Class E Notes;

(q) *Pro rata* and *pari passu* to the amounts of principal due on the Class E Notes;

(r) *Pro rata* and *pari passu* to the amounts of interest due on the Class F Notes;

(s) *Pro rata* and *pari passu* to the amounts of principal due on the Class F Notes;

(t) *Pro rata* and *pari passu* to the amounts of principal due on the Class Z Notes;

(u) *Pro rata* and *pari passu* to the amounts of principal due on the Class X Notes;

(v) Swap Subordinated Amounts to the extent such amounts due cannot be satisfied by amounts available to be applied in accordance with the Swap Collateral Account Priority of Payments (other than any Swap Collateral Account Surplus) due to the Swap Provider; and

(w) All remaining amounts to be applied as Residual Payments to the Certificateholders.

The credit structure of the transaction includes the following elements:

Wet Funding Facility

- The availability of the Wet Funding Facility provided by the Wet Funding Facility Provider under the Wet Funding Facility Agreement up to a maximum amount equal to the Wet Funding Maximum Amount.
- The Wet Funding Facility Provider will, if it so elects, make the Wet Funding Facility available to the Issuer on any Sale Date or Drawing Date, as applicable, on which the Issuer is required to pay Subsequent Purchase Price in respect of any New Loan or Further Advance, Authorised Overdraft, New Authorised Overdraft or Authorised

Overdraft Extension or any Drawing under an Unauthorised Overdraft.

- Amounts drawn under the Wet Funding Facility will bear interest at a rate equal to the Wet Funding Rate of Interest, which will be paid from Available Revenue Receipts applied subject to and in accordance with the Pre-Enforcement Revenue Priority of Payments.
- Amounts drawn under the Wet Funding Facility will be repayable from Available Principal Receipts applied subject to and in accordance with the Pre-Enforcement Principal Priority of Payments.
- The Wet Funding Facility will be made available by the Wet Funding Facility Provider on and from the Closing Date until (but excluding) the Wet Funding Termination Date.

Flexible Reserve Fund

- The availability of the Flexible Reserve Fund. Funded on the Closing Date, from part of the proceeds of the issuance of the Class Z Notes, in an amount equal to the Flexible Reserve Fund Required Amount, and, thereafter, replenished in a maximum amount equal to the Flexible Reserve Fund Required Amount from Available Principal Receipts available for that purpose in accordance with the Pre-Enforcement Principal Priority of Payments.
- An amount standing to the credit of the Flexible Reserve Fund Ledger will be debited from the Flexible Reserve Fund and will be applied as Available Principal Receipts on each Interest Payment Date.
- On each Interest Payment Date, Available Principal Receipts will be applied in or towards replenishing the Flexible Reserve Fund up to a maximum amount equal to the Flexible Reserve Fund Required Amount in accordance with the Pre-Enforcement Principal Priority of Payments and after the application of Available Principal Receipts in or towards the repayment of any principal amounts drawn and not repaid under the Wet Funding Facility and the payment of Subsequent Purchase Price then due and payable to the Seller in respect of Authorised Overdrafts, New Authorised Overdrafts and Authorised Overdraft Extensions (if and to the extent not paid by the Issuer on the relevant Sale Date or the relevant Drawing Date, as applicable, from amounts drawn under the Wet Funding Facility).
- Following the end of the Replenishment Period, the Flexible Reserve Fund Required Amount will continue to be calculated by reference to the aggregate Undrawn Amounts in respect of the Authorised Overdrafts in the Portfolio. No new Authorised Overdrafts will be sold to the Issuer following the end of the Replenishment Period, however, the Flexible Reserve Fund Required Amount may be adjusted upwards if and to the extent the aggregate Undrawn Amount in respect of the Portfolio increases as a result of repayments or prepayments of amounts previously drawn under Authorised Overdrafts.

- Following the delivery of an Enforcement Notice, all amounts standing to the credit of the Flexible Reserve Fund will be applied in accordance with the Post-Enforcement Priority of Payments on the earlier of (i) the date falling 30 Business Days after the delivery of the Enforcement Notice and (ii) the date on which the Servicer notifies the Trustee that there are no Undrawn Amounts in the Portfolio.

- See section "*Credit Structure - Flexible Reserve Fund*".

Set-off Reserve Fund

- Following the occurrence of a Set-off Reserve Fund Event, an amount equal to any Set-off Indemnity Shortfall will be debited from amounts standing to the credit of the Set-off Reserve Fund and will be applied as Available Principal Receipts or Available Revenue Receipts, as applicable, on each Interest Payment Date.

- Following the delivery of an Enforcement Notice, amounts standing to the credit of the Set-off Reserve Fund will be applied in accordance with the Post-Enforcement Priority of Payments in respect of any Set-off Indemnity Shortfall.

- See section "*Credit Structure – The Set-off Indemnity, Set-off Collateral and Set-off Reserve Fund*".

Liquidity Reserve Fund

- The availability of the Liquidity Reserve Fund. Funded on the Closing Date, from proceeds of the issuance of the Class X Notes, in an amount equal to the Liquidity Reserve Fund Required Amount and, thereafter, replenished in a maximum amount equal to the Liquidity Reserve Fund Required Amount from Available Revenue Receipts available for the purpose in accordance with the Pre-Enforcement Revenue Priority of Payments.

- On each Interest Payment Date, to the extent that there would be a Liquidity Deficit on such Interest Payment Date, an amount equal to the Liquidity Reserve Fund Release Amounts shall be debited from the Liquidity Reserve Fund immediately prior to the application of Available Revenue Receipts pursuant to the Pre-Enforcement Revenue Priority of Payments on such Interest Payment Date and applied to meet any Liquidity Deficit (subject to the limitations set out in the definition of Liquidity Deficit) against the relevant items in the Pre-Enforcement Revenue Priority of Payments in such order of priority as such items appear in the Pre-Enforcement Revenue Priority of Payments.

- After the Closing Date on each Interest Payment Date up to but excluding the Class B Redemption Date and prior to the delivery an Enforcement Notice, the Liquidity Reserve Fund Excess Amount will be applied as Available Revenue Receipts.

- On the Class B Redemption Date only, all amounts standing to the credit of the Liquidity Reserve Fund Ledger (after first having applied any Liquidity Reserve Fund Release Amount in meeting any Liquidity Deficit against the relevant items in the Pre-Enforcement

Revenue Priority of Payments in the order they appear in the Pre-Enforcement Revenue Priority of Payments and debiting such amount from the Liquidity Reserve Fund Ledger) will be applied as Available Revenue Receipts in accordance with the Pre-Enforcement Revenue Priority of Payments.

- Following the delivery of an Enforcement Notice, all amounts standing to the credit of the Liquidity Reserve Fund will be applied in accordance with the Post-Enforcement Priority of Payments.

- See section "*Credit Structure — Liquidity Reserve Fund and Liquidity Reserve Fund Ledger*".

Principal Addition Amounts

- There will be a Revenue Deficit if, on any Interest Payment Date, there is a shortfall in Available Revenue Receipts and any Liquidity Reserve Fund Release Amounts to pay interest under the Most Senior Class of Notes and other items ranking senior to interest on the Most Senior Class of Notes in the Pre-Enforcement Revenue Priority of Payments.

- If, on any Interest Payment Date, there is a Revenue Deficit, an amount equal to the Principal Addition Amount (being an amount 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 Revenue Deficit) will be applied from Available Principal Receipts against the relevant items in the Pre-Enforcement Revenue Priority of Payments in meeting that Revenue Deficit.

- Any Available Principal Receipts applied as Principal Addition Amounts will be recorded as a debit on the Principal Deficiency Ledger (as further described below).

- See the section "*Cashflows – Application of Available Principal Receipts to cure a Revenue Deficit*" below.

Principal Deficiency Ledger

- A Principal Deficiency Ledger will be established to record *as a debit* (i) any Losses on the Portfolio and (ii) Principal Addition Amounts, and record *as a credit* Available Revenue Receipts applied as Available Principal Receipts pursuant to items (g), (j), (l), (n), (p), (r) and (s) of the Pre-Enforcement Revenue Priority of Payments (if any).

- The Principal Deficiency Ledger will comprise the following sub-ledgers: the Class A Principal Deficiency Sub-Ledger, the Class B Principal Deficiency Sub-Ledger, the Class C Principal Deficiency Sub-Ledger. the Class D Principal Deficiency Sub-Ledger, the Class E Principal Deficiency Sub-Ledger, the Class F Principal Deficiency Sub-Ledger and the Class Z Principal Deficiency Sub-Ledger.

- Any Losses on the Portfolio and/or any Principal Addition Amounts will be recorded as a debit (on the date that the Cash Manager is informed of such Losses by the Servicer

or such Principal Addition Amounts are determined by the Cash Manager (as applicable)) on each Principal Deficiency Sub-Ledger in reverse order of priority, starting from the Class Z Principal Deficiency Sub-Ledger, up to a maximum amount equal to the Principal Amount Outstanding of the relevant Class of Notes.

- See the section *"Credit Structure - Principal Deficiency Ledger*" below.

Bank Accounts and Cash Management: On the Closing Date, the Issuer will enter into the Bank Account Agreement with the Issuer Account Bank in respect of the opening and maintenance of the Issuer Transaction Account and the Swap Collateral Cash Account.

The Issuer will open the Issuer Transaction Account and the Swap Collateral Cash Account pursuant to the Bank Account Agreement with the Issuer Account Bank and the Swap Collateral Securities Account pursuant to the Custody Agreement with the Custodian on or prior to the Closing Date. The Issuer may from time to time open additional or replacement accounts (including, if applicable, any securities accounts (such accounts, together with the Issuer Transaction Account and the Swap Collateral Accounts, the "**Issuer Accounts**")) pursuant to the Bank Account Agreement, the Custody Agreement and the Transaction Documents.

On each Interest Payment Date, the Cash Manager will transfer monies from the Issuer Transaction 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. The interest amounts payable by the Issuer in respect of the Notes which bear interest will be calculated by reference to 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 those Notes, the Issuer will enter into one or more Swap Transactions with the Swap Provider under the Swap Agreement (see the section "*Credit Structure - Interest Rate Risk for the Notes*" for further details).

TRIGGERS TABLES

Rating Triggers Table

Transaction Party	Required Ratings/Triggers	Possible effects of Trigger being breached include the following:
Issuer Account Bank	(a) in the case of Morningstar DBRS, the higher of: (A) if critical obligations rating ("**COR**" or ("**Critical Obligations Rating**")) is currently maintained in respect of the Issuer Account Bank, a rating at least one notch below the Issuer Account Bank's COR, being "A" from Morningstar DBRS; (B) if no COR has been assigned by Morningstar DBRS, the higher of (i) the solicited public issuer rating assigned by Morningstar DBRS to such entity or (ii) the solicited public rating assigned by Morningstar DBRS to such entity's long-term senior unsecured debt obligations, in each case at least equal to "A" from Morningstar DBRS; or (C) if no such solicited public rating has been assigned by Morningstar DBRS, the corresponding Morningstar DBRS Equivalent Rating of at least equal to "A"; and (b) in the case of S&P, a short-term unsecured, unguaranteed and unsubordinated debt rating of at least "A-1" by S&P (if a short-term unsecured, unguaranteed and unsubordinated debt rating is assigned by S&P) and a long-term unsecured, unguaranteed and unsubordinated debt rating of at least "A" by S&P, or should the Issuer Account Bank not benefit from a short-term unsecured, unguaranteed and unsubordinated debt rating of at least "A-1" from S&P, a long-term unsecured, unguaranteed and unsubordinated debt rating of at least "A+" by S&P, or such other ratings that are consistent with the then published criteria of the relevant Rating Agency as being the minimum ratings that are required to support the then rating of the Rated Notes (the "**Account Bank Minimum Rating**").	If the Issuer Account Bank fails to maintain any of the Account Bank Minimum Ratings, then the Issuer shall, within 60 calendar days of such downgrade: (a) close the Issuer Accounts with such Issuer Account Bank and use all reasonable endeavours to open replacement accounts with a financial institution (i) having the Account Bank Minimum Ratings and (ii) which is a bank as defined in section 991 of the Income Tax Act 2007; (b) use all reasonable endeavours to 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 Minimum Ratings; or (c) take any other reasonable action as the Rating Agencies confirm will not result in a downgrade of the Rated Notes, in each case as prescribed in the Bank Account Agreement, and transfer amounts standing to the credit of relevant Issuer Accounts and all Ledgers on the relevant Issuer Accounts to the replacement Issuer Accounts.

Transaction Party	Required Ratings/Triggers	Possible effects of Trigger being breached include the following:
Swap Provider	**Morningstar DBRS Rating Requirements**	
	Morningstar DBRS first rating requirements: Failure by a Swap Provider (or its guarantor, if any) to maintain a Long-Term DBRS Rating at least as high as "A" by Morningstar DBRS and provided that the highest Notes rated by DBRS have a rating of at least AA(low) (the "**Initial DBRS Rating Event**"). The Initial DBRS Rating Event shall be disregarded for so long as the Rated Notes are not rated by DBRS.	A Swap Provider must, at its own cost, within thirty (30) Business Days of the occurrence of such Initial DBRS Rating Event, either: (a) post collateral in accordance with the terms of the relevant Swap Agreement; (b) transfer its rights and obligations under the relevant Swap Agreement to an appropriately rated replacement third party (or a replacement third party with an appropriately rated guarantor); or (c) procure a co-obligation or guarantee from an appropriately rated third party in accordance with the terms of the relevant Swap Agreement; or (d) take such other actions (which may, for the avoidance of doubt, include taking no action) as will result in the rating of the Rated Notes following the taking of such actions being maintained at, or restored to, the same level as immediately prior to such Initial DBRS Rating Event. A failure by a Swap Provider to take such steps will, in certain circumstances, allow the Issuer to terminate the relevant Swap Agreement.
	Morningstar DBRS second rating requirements: Failure by a Swap Provider (or its guarantor, if any) to maintain a Long-Term DBRS Rating at least "BBB" by Morningstar DBRS (the "**Subsequent DBRS Rating Event**"). The Subsequent DBRS Rating Event shall be disregarded	A Swap Provider must, at its own cost, as soon as practicable and within thirty (30) Business Days of the occurrence of such Subsequent DBRS Rating Event: (a) post collateral in accordance with the terms of the relevant Swap Agreement; and (b) use commercially reasonable efforts to

Transaction Party	Required Ratings/Triggers	Possible effects of Trigger being breached include the following:
	for so long as the Rated Notes are not rated by DBRS.	either: (i) transfer its rights and obligations under the relevant Swap Agreement to an appropriately rated replacement third party (or a replacement third party with an appropriately rated guarantor); or (ii) procure a co-obligation or guarantee from an appropriately rated third party in accordance with the terms of the relevant Swap Agreement; or (iii) take such other actions (which may, for the avoidance of doubt, include taking no action) as will result in the rating of the Rated Notes following the taking of such actions being maintained at, or restored to, the same level as immediately prior to such Subsequent DBRS Rating Event. A failure by a Swap Provider to take such steps will, in certain circumstances, allow the Issuer to terminate the relevant Swap Agreement.
	For the purposes of the above: "**Rated Notes**" means, in respect of DBRS and at any time, the Rated Notes with the highest rating from DBRS at such time. **"Long-Term DBRS Rating"** means, at any time, with respect to an entity: (1) its Critical Obligations Rating; or (2) if no Critical Obligations Rating has been assigned by DBRS, the public rating or equivalent assessment assigned by DBRS to such entity and made available to the Swap Provider for its long term senior unsecured, unguaranteed and unsubordinated debt obligations; or (3) if no such public rating or assessment has been assigned by DBRS and made available to the Swap Provider, the long term unsecured unsubordinated rating from Moody's determined upon conversion by reference to the below DBRS Equivalent Chart. **"COR"** or **"Critical Obligations Rating"** means, the rating assigned to a	

Transaction Party	Required Ratings/Triggers	Possible effects of Trigger being breached include the following:
	relevant entity by DBRS to address the risk of default of particular obligations and/or exposures of certain banks that 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.	
	S&P Rating Requirements The relevant S&P required ratings depend on which S&P Collateral Framework is elected by a Swap Provider from time to time ("**S&P Framework**") and the rating of the highest rated notes by S&P at such time. There are four S&P Frameworks: "S&P Strong Framework", "S&P Medium Framework", "S&P Low Framework" or "S&P No Collateral Framework". On the Closing Date, the provisions set out in the S&P Low Framework are elected in respect of the Swap Agreement.	
	S&P Collateral-Posting Trigger Event: If no S&P Relevant Entity has the Initial S&P Required Ratings but an S&P Relevant Entity has at least the Subsequent S&P Required Ratings.	**S&P Collateral-Posting Trigger Event**: The relevant Swap Provider must provide collateral within ten (10) Business Days (at its own cost) unless it (i) transfers its rights and obligations to an entity that is an S&P Eligible Replacement; (ii) obtains a S&P Eligible Guarantee from an entity that has the Initial S&P Required Ratings or has the Subsequent S&P Required Ratings and at the time of giving such guarantee provides collateral to the Issuer upon such terms that are in all material respects no less beneficial to the Issuer than the relevant terms of the Swap Agreement; or (iii) take such other action (as confirmed by S&P) which may, for the avoidance of doubt, include taking no action as is required to maintain, or restore, the rating of the Rated Notes to the level it was immediately prior to the S&P Collateral-Posting Trigger Event. Provided that, in each case, if any of the remedial actions described in (i), (ii) or (iii) above are satisfied at any time, the Swap Provider will not be

Transaction Party	Required Ratings/Triggers	Possible effects of Trigger being breached include the following:
		required to transfer any collateral in respect of such S&P Collateral-Posting Trigger Event.
	S&P Replacement Trigger Event:	**S&P Replacement Trigger Event**:
	If no S&P Relevant Entity has the Subsequent S&P Required Ratings.	The relevant Swap Provider must at its own cost no later than 10 Business Days, provide collateral (provided that no such obligation to transfer collateral shall apply where the S&P No Collateral Framework has been designated by the relevant Swap Provider) and the relevant Swap Provider must use commercially reasonable efforts to, within ninety (90) calendar days, either (i) transfer its rights and obligations to an S&P Eligible Replacement; (ii) obtain a S&P Eligible Guarantee from an entity that has the Initial S&P Required Ratings or has the Subsequent S&P Required Ratings; or (iii) take such other action (as confirmed by S&P) (which may, for the avoidance of doubt, include taking no action) as is required to maintain, or restore, the rating of the Rated Notes to the level it was immediately prior to the S&P Replacement Trigger Event.
	For the purposes of the above and the S&P table below:	Provided that, in each case, if any of the remedial actions described in (i), (ii) or (iii) above are satisfied at any time, the Swap Provider will not be required to transfer any collateral in respect of such S&P Replacement Trigger Event.
	"**Rated Notes**" means, in respect of S&P and at any time, the Rated Notes with the highest rating from S&P at such time.	
	"S&P Relevant Entities" means the relevant Swap Provider (and any successor) and any guarantor under an S&P Eligible Guarantee in respect of all of the relevant Swap Provider's present and future obligations under the relevant Swap Agreement and "S&P Relevant Entity" means any one of them.	
	"S&P Eligible Guarantee" means a guarantee which complies with S&P's applicable guarantee criteria as set out in *"General Criteria: Guarantee Criteria"* published on 21 October 2016 and as most recently republished on 7 August 2020 (or such other guarantee criteria as may amend or replace *"General Criteria: Guarantee Criteria"* prior to the entry by the guarantor into such guarantee).	
	"**S&P Eligible Replacement**" means an entity that could lawfully perform the	

obligations owing to the Issuer under the relevant Swap Agreement or its replacement (as applicable) (A) with at least the Subsequent S&P Required Ratings or (B) whose present and future obligations owing to the Issuer are guaranteed pursuant to an S&P Eligible Guarantee provided by a guarantor with at least the Subsequent S&P Required Ratings (provided that, for the avoidance of doubt, if the replacement third party or guarantor (as applicable) does not have at least the Initial S&P Required Ratings at the time such transfer occurs, such replacement third party or guarantor (as applicable) shall immediately provide collateral pursuant to the terms of the Swap Agreement or its replacement (as applicable).

"**Collateral Framework**" means as of the date of this Prospectus S&P Low Framework (as set out in the below S&P table), and thereafter any of "S&P Strong Framework", "S&P Medium Framework", "S&P Low Framework" or "S&P No Collateral Framework", each as set out in in the below S&P table, as may be elected the relevant Swap Provider from time to time pursuant to the relevant Swap Agreement.

An entity shall have, on any given day, the **"Initial S&P Required Ratings"** if**:**

(1) such entity's resolution counterparty rating **(**"**RCR**"); or

(2) where no such rating is published by S&P or S&P No Collateral Framework applies, such entity's issuer credit rating **(**"**ICR**"**)**,

is at least as high as the rating specified in the below S&P table corresponding to (i) the applicable Collateral Framework and (ii) the rating of the Rated Notes as at the same day, provided however that if the Rated Notes has been downgraded as a result of the downgrading of an S&P Relevant Entity, reference must be made to the rating of the Rated Notes immediately prior to such downgrade.

An entity shall have, on any given day, the "**Subsequent S&P Required Ratings**" if:

(1) such entity's resolution counterparty rating **(**"**RCR**"**)**; or

Transaction Party	Required Ratings/Triggers	Possible effects of Trigger being breached include the following:
	(2) where no such rating is published by S&P or S&P No Collateral Framework applies, such entity's issuer credit rating **("ICR")**, is at least as high as the rating specified in the below S&P table corresponding to (i) the applicable Collateral Framework and (ii) the rating of the Rated Notes as at the same day, provided however that if the Rated Notes has been downgraded as a result of the downgrading of an S&P Relevant Entity, reference must be made to the rating of the Rated Notes immediately prior to such downgrade.	
Collection Account Bank:	(a) in the case of Morningstar DBRS, ceases to be rated at least "BBB(low)" by Morningstar DBRS, **provided that** if the Collection Account Bank is not rated by Morningstar DBRS, a Morningstar DBRS Equivalent Rating at least equal to "BBB(low)" by Morningstar DBRS; or (b) in the case of S&P, (a), a short-term unsecured, unguaranteed and unsubordinated debt rating of at least "A-2" by S&P (if a short-term unsecured, unguaranteed and unsubordinated debt rating is assigned by S&P) and a long-term unsecured, unguaranteed and unsubordinated debt rating of at least "BBB" by S&P or should the Collection Account Bank not benefit from a short-term unsecured, unguaranteed and unsubordinated debt rating of at least "A-2" by S&P or (b) long-term unsecured, unguaranteed and unsubordinated debt rating of at least "BBB+" by S&P. or (in each case) such other credit rating as would not adversely affect the then current rating of the Rated Notes. ("**Collection Account Bank Rating**")	If the Collection Account Bank fails to maintain any of the Collection Account Bank Ratings, then the Legal Title Holder or the Servicer (on behalf of the Legal Title Holder) shall on behalf of, and at the sole cost and expense of, the Issuer, either: (a) terminate the appointment of the Collection Account Bank in respect of the Portfolio and use commercially reasonable efforts to procure that the funds standing to the credit of the Collection Accounts in respect of the Collection Account Trust Property are promptly transferred from the Collection Accounts and placed on deposit on terms of business the same or substantially the same (*mutatis mutandis*) as those on which the Collection Account is operated with an institution: (i) that maintains ratings at least equal to the Collection Account Bank Ratings; (ii) that is a bank for the purposes of section 991 of the Income Tax Act 2007 and payments of interest (if any)

Transaction Party	Required Ratings/Triggers	Possible effects of Trigger being breached include the following:

are made in the ordinary course of its business within the meaning of section 878 of the Income Tax Act 2007; and

(iii) that is an institution authorised to carry on banking business including accepting deposits under the FSMA; or

(b) obtain a guarantee of the Collection Account Bank's obligations to operate the Collection Account in accordance with the applicable terms of business from an institution:

(i) that maintains ratings at least equal to the Collection Account Bank Ratings;

(ii) that is a bank for the purposes of section 991 of the Income Tax Act 2007 and payments of interest (if any) are made in the ordinary course of its business within the meaning of section 878 of the Income Tax Act 2007; and

(iii) that is an institution authorised to carry on banking business including accepting deposits under the FSMA,

in each case, within 60 calendar days of the date on which the Collection

Transaction Party	Required Ratings/Triggers	Possible effects of Trigger being breached include the following:
		Account Bank ceases to have the Collection Account Bank Ratings, **provided that** such period can be extended for up to an additional 30 days if the Legal Title Holder or the Servicer (on behalf of the Legal Title Holder) provides the Trustee and the Rating Agencies with a written action plan before expiration of the initial 60 days period including the remedy steps taken and to be taken within such extended period.

"**DBRS Equivalent Chart**" means:

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

"**S&P table**" means:

Current rating of the Rated Notes rated by S&P	"S&P Strong"		"S&P Medium"		"S&P Low"		"S&P No Collateral"	
	Initial S&P Required Ratings	**Subsequent S&P Required Ratings**	**Initial S&P Required Ratings**	**Subsequent S&P Required Ratings**	**Initial S&P Required Ratings**	**Subsequent S&P Required Ratings**	**Initial S&P Required Ratings**	**Subsequent S&P Rating Event**
AAA	A-	BBB-	A-	BBB	A-	BBB+	NA	A
AA+	A-	BBB-	A-	BBB	A-	BBB+	NA	A
AA	BBB+	BB+	BBB+	BBB-	BBB+	BBB	NA	A-
AA-	BBB+	BB+	BBB+	BBB-	BBB+	BBB	NA	A-
A+	BBB	BB	BBB	BB+	BBB	BBB-	NA	BBB+
A	BBB	BB	BBB	BB+	BBB	BBB-	NA	BBB
A-	BBB-	BB-	BBB-	BB	BBB-	BB+	NA	BBB-
BBB+	BBB-	BB-	BBB-	BB	BBB-	BB+	NA	BBB-
BBB	BBB-	BB-	BBB-	BB	BBB-	BB+	NA	BBB-
BBB-	BB+	B+	BB+	BB-	BB+	BB	NA	BB+
BB+	BB+	B+	BB+	BB-	BB+	BB	NA	BB+
BB	BB	B	BB	B+	BB	BB-	NA	BB
BB-	BB-	B-	BB-	B	BB-	B+	NA	BB-
B+	B+	B-	B+	B-	B+	B	NA	B+
B	B	B-	B	B-	B	B-	NA	B

Non-Rating Triggers Table

Perfection Events: The occurrence of any of the following will result in a number of consequences including Borrowers being notified of the sale of the Loans, Overdrafts and Related Security and legal title to the Portfolio being transferred to the Issuer (or a nominee of the Issuer), where applicable, by way of resignation or recording in the Land Registry or Registers of Scotland, as applicable:

(a) the Seller being required to perfect legal title to the Loans, the Overdrafts and their Related Security by (i) law; (ii) by an order or decree of court of competent jurisdiction; (iii) by a regulatory authority which has jurisdiction over the Seller; or (iv) 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 the Seller is required to comply;

(b) the occurrence of an Insolvency Event in relation to the Seller;

(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 Trustee, in jeopardy;

(d) it becoming unlawful in any applicable jurisdiction for the Seller, in its capacity as Legal Title Holder, to hold legal title in respect of the Loans, Overdrafts and/or Related Security in the Portfolio;

(e) the Seller requiring the perfection of legal title by giving notice in writing to the Issuer and the Trustee;

(f) the Seller failing to pay to the Issuer any amounts due and payable for the account of the Issuer under the Transaction Documents and such failure continuing unremedied for longer than the remedy period permitted by the relevant Transaction Documents;

(g) the occurrence of a Severe Deterioration Event in relation to the Seller; or

(h) the occurrence of a Servicer Termination Event or a Voluntary Termination unless as at the relevant date of termination any substitute servicer is a member of the Cynergy Bank plc group.

Servicer Termination Events: If any of the following events (each, a "**Servicer Termination Event**") shall occur:

(a) the Servicer defaults in the payment on the due date of any payment due and payable by it under the Servicing Agreement and such default continues unremedied for a period of 10 Business Days from the earlier of: the date upon which the Servicer becomes aware of such default; and (ii) receipt by the Servicer of written notice from the Issuer or (after the delivery of an Enforcement Notice) the Trustee 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, Mortgage Sale Agreement or Cash Management Agreement which failure, in the reasonable opinion of the Issuer (prior to the delivery of an Enforcement Notice) or in the opinion of the Trustee (after the delivery of an Enforcement Notice), is materially prejudicial to the interests of the Most

Senior Class of Noteholders, and the Servicer does not remedy that failure within 30 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 Trustee (with a copy to the Back-Up Servicer Facilitator) requiring the Servicer's non-compliance to be remedied;

(c) any licence, approval, Authorisation or consent necessary for the Servicer to conduct its business or perform and comply with its obligations under or in connection with the Servicing Agreement is withdrawn or revoked or the Servicer at any time fails to obtain such a licence, approval, Authorisation or consent;

(d) an Insolvency Event occurs in relation to the Servicer; or

(e) it becomes unlawful in any applicable jurisdiction for the Servicer to perform any of its obligations as contemplated by the Servicing Agreement, **provided that** this does not result or arise from compliance by the Servicer with any instruction from the Issuer or the Trustee,

then, prior to the delivery of an Enforcement Notice, the Seller or, with the prior written consent of the Trustee, the Issuer or, after delivery of an Enforcement Notice, the Trustee will be entitled to terminate the Servicer's appointment under the Servicing Agreement, **provided that** such termination shall not be effective until a successor servicer (a "**Successor Servicer**") has been appointed.

DESCRIPTION OF THE 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 Fee	On any Calculation Date: A fee of an amount equal to: (a) 0.30 per cent. per annum of the average of (i) (1) in respect of the period from (but excluding) the Cut-off Date, to (and including) the Closing Date, the aggregate of the Principal Balance of all Loans and Overdrafts in the Initial Portfolio as at the Cut-off Date; and; (2) thereafter, the aggregate of the Principal Balance of all Loans and Overdrafts in the Portfolio as at the first day of the immediately preceding Collection Period (or in respect of the first Interest Payment Date only, the Closing Date); and (ii) (1) in respect of the period from (but excluding) the Cut-off Date, to (and including) the Closing Date, the aggregate of the Principal Balance of all Loans and Overdrafts in the Portfolio as at the First Sale Date (after any sales having taken place on that date being taken into account); and, (2) thereafter, the aggregate of the Principal Balance of all Loans and Overdrafts in the Portfolio as at the last day of the immediately preceding Collection Period; plus (b) an amount equal to any Pass-Through Servicing Fee paid by a Borrower during the period from (but excluding) the Cut-off Date, to (and including) the Closing Date and/or during the immediately preceding Collection Period, as applicable, (together, the "**Servicing Fee**").	Ahead of all outstanding Notes and Certificates.	Quarterly in arrear on each Interest Payment Date.

Type of Fee	Amount of Fee	Priority in Cashflow	Frequency
Other fees and expenses of the Issuer (including tax and audit costs).	Estimated at approximately £200,000 each year (exclusive of VAT, where so provided in the relevant Transaction Document).	Ahead of all outstanding Notes and Certificates.	Quarterly in arrear on each Interest Payment Date.
Expenses related to the admission to trading of the Notes.	Estimated at £6,850 (exclusive of VAT).	Ahead of all outstanding Notes and Certificates.	On or about the Closing Date.

As at the date of this Prospectus, the standard rate of VAT is 20 per cent.

UK SECURITISATION FRAMEWORK AND EU SECURITISATION REGULATION REQUIREMENTS

Risk Retention Requirements

Cynergy, as an originator for the purposes of the UK Securitisation Framework and the EU Securitisation Regulation (as in force on the Closing Date), will retain a material net economic interest of not less than 5 per cent. in the securitisation in accordance with the text of Article 6 of Chapter 2 of the PRA Securitisation Rules, and Article 6 of the EU Securitisation Regulation (as in force on the Closing Date).

As at the Closing Date, such interest will be satisfied by the Seller holding a pool of randomly selected exposures equivalent to not less than 5 per cent. of the nominal value of the securitised exposures, where such non-securitised exposures would otherwise have been securitised in the securitisation as required by the text of paragraph (c) of Article 6 of Chapter 2 of the PRA Securitisation Rules, and Article 6 of the EU Securitisation Regulation (as in force on the Closing Date) (the "**Random Selection**").

Following the Closing Date and during the Replenishment Period, if the Issuer purchases from the Seller New Loans, Further Advances, New Authorised Overdrafts or Authorised Overdraft Extensions, in respect of which the Subsequent Purchase Price has been paid by the Issuer and, in respect of which, the applicable Loan Warranties or Overdraft Warranties are complied with and the applicable Eligibility Criteria are satisfied on the relevant Sale Date (i.e. the Seller is not required to repurchase those New Loans, Further Advances, New Authorised Overdrafts or Authorised Overdraft as a result of the Issuer not having sufficient funds to pay the Subsequent Purchase Price in accordance with the timeframes specified in the Transaction Documents or as a result of non-compliance with the Eligibility Criteria, Loan Warranties or Overdraft Warranties (as applicable) as at the applicable Sale Date which is not remedied (if capable of remedy) within the applicable grace period), together, the "**Additional Underlying Exposures**"), the Seller will verify that the aggregate Principal Balance of the Random Selection (as at the Closing Date) plus any Additional Random Selection (as at the applicable Selection Date), each as defined below, is equivalent to not less than 5 per cent. of the nominal value of the securitised exposures as at the Closing Date (in respect of the Portfolio as it was as at the Closing Date) and as at each applicable Sale Date (in respect of any Additional Underlying Exposures as they were as at the applicable Sale Date), together, the "**Aggregate Underlying Exposures**"). If the Random Selection (and, if applicable, any Additional Random Selection previously retained) is not equivalent to at least 5 per cent. of the nominal value of the Aggregate Underlying Exposures, Cynergy, as an originator for the purposes of the UK Securitisation Framework and the EU Securitisation Regulation (as in force on the Closing Date), will add to the initial Random Selection an additional exposure or exposures, where such non-securitised exposures would otherwise have been securitised in the securitisation, each an "**Additional Random Selection**" and the date of such further retention being the "**Selection Date**".

For the purposes of Article 7(2) of Chapter 2 of the PRA Securitisation Rules and SECN 6.3.1R(1), the Issuer has been designated as the entity responsible to fulfil the requirements of Article 7 of Chapter 2 of the PRA Securitisation Rules and will procure that such requirements are complied with on its behalf.

Cynergy (as an originator for the purposes of the UK Securitisation Framework and the EU Securitisation Regulation (as in force on the Closing Date)) (the "**Risk Retention Holder**") will undertake (the "**Risk Retention Undertaking**") to the Issuer in the Mortgage Sale Agreement that, for so long as any Notes remain outstanding, it will retain on an ongoing basis a material net economic interest of not less than 5 per cent. in the nominal value of the securitised exposures as required by Article 6(1) of Chapter 2 of the PRA Securitisation Rules and Article 6(1) of the EU Securitisation Regulation (as in force on the Closing Date) in accordance with Article 6(3)(c) of Chapter 2 of the PRA Securitisation Rules and Article 6(3)(c) of the EU Securitisation Regulation (as in force on the Closing Date) (together, the "**Risk Retention Requirements**").

UK Securitisation Framework and EU Securitisation Regulation Reporting

The Seller will undertake to the Issuer that, for so long as any Notes remain outstanding, it will, on behalf of the Issuer in its capacity as designated entity pursuant to Article 7(2) of Chapter 2 of the

PRA Securitisation Rules and SECN 6.3.1R(1) and, in accordance with its contractual obligations in respect of Article 7(2) of the EU Securitisation Regulation (as in force on the Closing Date):

(a) procure that the Cash Manager (with the assistance of the Servicer) will prepare and deliver to the Seller, the Issuer, the Servicer and the Trustee each of the Investor Reports;

(b) procure that the Servicer will promptly provide sufficient data in order for the Seller to meet its obligations to prepare and deliver to the Issuer, the Cash Manager and the Trustee each of the Loan Level Reports in accordance with the timings set out in the Servicing Agreement;

(c) (with the assistance of the Servicer) prepare and deliver to the Issuer, the Trustee and the Cash Manager each of the Loan Level Reports;

(d) on or around each Interest Payment Date, procure that the Cash Manager will publish on the Citibank Website (or such other website as may be available for such purpose and notified by the Cash Manager to the relevant parties) each of the Cash Manager Investor Reports;

(e) publish the Investor Reports and the Loan Level Reports to the SR Website no later than one month following the Interest Payment Date;

(f) publish on the SR Website the BoE Loan Level Report on or around each Interest Payment Date;

(g) procure the publication on the SR Website of any significant event information required to be reported pursuant to SECN 6.2.1R(5), SECN 6.2.1R(6), SECN 6.2.1R(7), SECN 11 (including its Annexes), SECN 12 (including its Annexes), Articles 7(1)(e), 7(1)(f) and 7(1)(g) of Chapter 2, together with Chapter 5 (including its Annexes) and Chapter 6 (including its Annexes) of the PRA Securitisation Rules and Articles 7(1)(e), 7(1)(f) and 7(1)(g) of the EU Securitisation Regulation (as in force on the Closing Date) without delay;

(h) make available the documents as required by and in accordance with: (x) SECN 6.2.1R(1), SECN 6.2.1R(2) and SECN 6.2.1R(3), and Articles 7(1)(a), 7(1)(b), and 7(1)(c) of Chapter 2 of the PRA Securitisation Rules prior to the pricing date of the Notes; and (y) Articles 7(1)(a) and 7(1)(b) of the EU Securitisation Regulation prior to the pricing date of the Notes; and

(i) make the information set out in paragraphs (a) to (h) above available to the relevant competent authority and investors in the Notes as required pursuant to the UK Securitisation Framework and, upon request, to potential investors,

provided that the Seller will not be in breach of the undertakings set out in paragraphs (a) to (i) (inclusive) if it fails to so comply due to events, actions or circumstances beyond the Seller's control after having used reasonable efforts to comply with the relevant requirements applicable to it under the UK Securitisation Framework and its contractual obligations in respect of the EU Securitisation Regulation (as in force on the Closing Date).

For the avoidance of doubt, to the extent that the Cash Manager and/or the Servicer agrees to assist with such reporting services on behalf of the Seller, the Cash Manager and/or the Servicer will not assume any responsibility for the Seller's obligations, or any other person's obligations, as the entity responsible to fulfil the reporting requirements under the UK Securitisation Framework and/or the EU Securitisation Regulation (as in force on the Closing Date) or any other applicable regulation. In providing such assistance, neither the Cash Manager nor the Servicer assumes any responsibility or liability to any person including any third party, and including for their use and/or onward disclosure of such information and shall have the benefit of the powers, protections and indemnities granted to them under the Transaction Documents. Neither the Cash Manager nor the Servicer shall assume liability for any such additional reports.

It is to be agreed and acknowledged that, for so long as the content of the required reporting under the PRA Securitisation Rules and SECN remains identical, the production of such information by the Seller under the PRA Securitisation Rules shall satisfy the requirement to produce such information under SECN.

The Seller shall provide or procure that the Servicer provides, the Cash Manager with all relevant information required in order to prepare the Investor Reports (to the extent that the Cash Manager and the Servicer has agreed to provide such assistance with reporting). Neither the Cash Manager nor the Servicer shall be liable for the accuracy and completeness of the information or data that has been provided to it and the Cash Manager will not be obliged to verify, re-compute, reconcile or recalculate any such information or data.

The Cash Manager and the Servicer shall not have any duty to monitor, enquire or satisfy itself as to the veracity, accuracy or completeness of any documentation provided to it under this clause or whether or not the provision of such information accords with the UK Securitisation Framework and/or the EU Securitisation Regulation (as in force on the Closing Date) and shall be entitled to rely conclusively upon any instructions given by (and any determination by) the Seller. The Cash Manager and the Servicer shall not be responsible for monitoring the Seller's compliance with the UK Securitisation Framework and/or the Seller's contractual obligations in respect of the EU Securitisation Regulation (as in force on the Closing Date).

Subject to receipt of any appropriate certification, neither the Cash Manager nor the Servicer shall assume or have any responsibility or liability for monitoring or ascertaining whether any person to whom it makes the information and/or documentation available on the website falls within the category of persons permitted or required to receive such information under the UK Securitisation Framework and/or the EU Securitisation Regulation (as in force on the Closing Date). The Cash Manager and the Servicer shall be entitled to rely conclusively on all certifications provided pursuant to this clause which it reasonably believes to be genuine and to have been signed or sent by the proper person (which may be made electronically) and shall be entitled to assume that such persons are the persons to whom the documentation should be made available on the website and shall not be liable to anyone whatsoever for so relying, assuming or doing.

Any events which trigger changes in the Priority of Payments and any change in the Priority of Payments which will materially adversely affect the repayment of the Notes or Certificates shall be disclosed without undue delay to the extent required pursuant to SECN 2.2.23.

Investor Due Diligence

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 UK Securitisation Framework and 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.

For further information please refer to the Risk Factors entitled "*Regulatory initiatives may have an adverse impact on the regulatory treatment of the Notes and Certificates*" and "*Risk retention and due diligence requirements*" and the section entitled "*The Loans and the Overdrafts*".

Confirmations for the purposes of SECN 4.2.1R(1), Article 5 of Chapter 2 of the PRA Securitisation Rules, Regulation 32B(1) of the SR 2024 and Article 5 of the EU Securitisation Regulation

For the purposes of SECN 4.2.1R(1), Article 5 of Chapter 2 of the PRA Securitisation Rules, Regulation 32B(1) of the SR 2024 and Article 5 of the EU Securitisation Regulation (as in force on the Closing Date), the Issuer had made the following information available (or has procured that such information is made available):

(a) confirmation that the Seller (as originator for the purposes of the UK Securitisation Framework and the EU Securitisation Regulation (as in force on the Closing Date)) will retain on an ongoing basis a material net economic interest in accordance with Article 6 of Chapter 2 of the PRA Securitisation Rules and Article 6 of the EU Securitisation Regulation (as in force on the Closing Date) that the risk retention will be disclosed to investors in accordance with Article 7 of Chapter 2 of the PRA Securitisation Rules and Article 7 of the EU Securitisation Regulation (as in force on the Closing Date), as to which see further the section above entitled "*Risk Retention Requirements*"; and

(b) confirmation that the Seller (as originator for the purposes of the UK Securitisation Framework and the EU Securitisation Regulation (as in force on the Closing Date)) will make available the information required by SECN 5, Article 7 of Chapter 2 of the PRA Securitisation Rules and Article 7 of the EU Securitisation Regulation (as in force on the Closing Date) in accordance with the frequency and modalities provided for in such article, as to which, please see the section above entitled "*UK Securitisation Framework and EU Securitisation Regulation Reporting*".

Cynergy Bank plc as originator confirms it is a credit institution as defined in points (1) and (2) of Article 4(1) of Regulation (EU) No 575/2013, as amended by Regulation (EU) 2017/2402 as it forms part of the domestic law of the United Kingdom by virtue of the EUWA.

EU Securitisation Regulation

Neither the Seller as originator nor the Issuer as SSPE under the EU Securitisation Regulation is actively seeking to comply with the EU Securitisation Regulation on an ongoing basis other than as in force on the Closing Date.

WEIGHTED AVERAGE LIVES OF THE NOTES

The term "**weighted average life**" or "**WAL**" 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 and Overdrafts, the granting of any Product Switch, the purchase by the Issuer of any New Loans, Further Advances, New Authorised Overdrafts, Authorised Overdraft Extensions or Drawings under Unarranged Overdrafts, during the Replenishment Period, the repurchase by the Seller or any Loans and/or Overdrafts out of the Portfolio where required to do so in accordance with the provisions of the Mortgage Sale Agreement (for example, in connection with a Warranty Breach Repurchase, Eligibility Criteria Breach Repurchase, Purchase Price Deadline Breach Repurchase, Wet Funding Repayment Deadline Breach Repurchase or Unauthorised Overdraft Breach Repurchase) and the Group-in/Group out Mechanism both during and after the Replenishment Period.

The actual weighted average lives of the Notes cannot be stated, as the ultimate rate of prepayment of the Loans and Overdrafts, the application of Available Principal Receipts in the payment of Subsequent Purchase Price in respect of Authorised Overdrafts, New Authorised Overdrafts, Authorised Overdraft Extensions, New Loans and Further Advances, in each case, purchased by the Issuer on the Closing Date or, following the Closing Date, during the Replenishment Period, as applicable, and a number of other relevant factors, including those mentioned in the preceding paragraph, are unknown. However, calculations of the possible average lives of the Notes can be made based on certain assumptions.

The following tables were prepared based on the characteristics of the loans included in the Provisional Portfolio, the provisions of the conditions and the following additional assumptions (the "**Modelling Assumptions**").

Modelling Assumptions:

(a) no Loan becomes delinquent or is enforced for so long as the Notes remain outstanding;

(b) no Loan is required to be repurchased by the Seller, whether as a result of a breach of Loan Warranty, or otherwise;

(c) the Notes are issued on 16/12/2025 and all payments on the Notes are received on the 28th day (without regard to whether such day is a Business Day) of March, June, September, December in each year, with the first Interest Payment Date falling on 28/03/2026;

(d) the Portfolio as at the beginning of the first Collection Period and end of the revolving period is the same as the Provisional Portfolio as at the Portfolio Reference Date;

(e) no interest accrues on the Issuer Transaction Account;

(f) Compounded Daily SONIA is equal to 3.96940 per cent. in each interest period;

(g) the weighted average margin over Compounded Daily SONIA of the Notes is 1.04 per cent. on the Closing Date;

(h) the transaction never experiences a revenue shortfall;

(i) the overdraft limit as per the Provisional Portfolio as at the Portfolio Reference Date is assumed to be fully drawn at £10,536.44 at closing and amortises in line with the scheduled amortisation profile of the pool excluding overdrafts;

(j) the Set-off Reserve Fund is £0.00 throughout;

(k) no Enforcement Notice is served on the Issuer, no Event of Default has occurred and the Security is not enforced;

(l) with respect to the Notes each month consists of the actual number of days in the relevant month and 365 days in the relevant year; and

(m) the Principal Amount Outstanding of the Notes as at the Closing Date is, in respect of the Class A Notes, 83 per cent. and, in respect of the Class B Notes, 9 per cent. and, in respect of the Class C Notes, 3 per cent. and, in respect of the Class D Notes, 2 per cent. and, in respect of the Class E Notes, 1 per cent. and, in respect of the Class F Notes, 1 per cent. and, in respect of the Class Z Notes, 1.00222646211775 per cent. of the aggregate current balance of the Loans, assuming the current balance of the Loans is £473,236,886.27.

The actual characteristics and performance of the Loans and Overdrafts are likely to differ from the Modelling Assumptions. The following tables are hypothetical in nature and are provided only to give a general sense of how the principal cash flows might behave under various prepayment scenarios. For example, the Issuer does not expect that the Loans and Overdrafts will prepay at a constant rate until maturity, or that there will be no defaults or delinquencies on the Loans and Overdrafts. Any difference between the Modelling Assumptions and, *inter alia*, the actual prepayment or loss experience on the Loans and Overdrafts will affect the redemption profile of the Notes and 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 CPR.

(Assuming the ten per cent. clean-up call is not exercised) Possible WAL (in years) of:

CPR	Class A Notes	Class B Notes	Class C Notes	Class D Notes	Class E Notes	Class F Notes	Class Z Notes
Pricing*	1.58	3.17	3.73	4.18	4.44	4.90	6.60
0.0 per cent	1.87	3.45	4.12	4.48	4.85	5.30	7.88
5.0 per cent	1.72	3.29	3.92	4.33	4.75	4.99	7.23
10.0 per cent	1.58	3.17	3.73	4.18	4.44	4.90	6.60
15.0 per cent	1.44	3.11	3.50	3.95	4.34	4.70	6.11
20.0 per cent	1.32	2.99	3.35	3.76	4.19	4.49	5.72
25.0 per cent	1.21	2.92	3.20	3.55	3.93	4.32	5.41

* Pricing CPR 10%

(Assuming the 10 per cent clean-up call is exercised at the earliest date) Possible WAL (in years) of:

CPR	Class A Notes	Class B Notes	Class C Notes	Class D Notes	Class E Notes	Class F Notes	Class Z Notes
Pricing*	1.58	3.17	3.33	3.33	3.33	3.33	3.33
0.0 per cent	1.87	3.40	3.58	3.58	3.58	3.58	3.58
5.0 per cent	1.72	3.23	3.33	3.33	3.33	3.33	3.33
10.0 per cent	1.58	3.17	3.33	3.33	3.33	3.33	3.33
15.0 per cent	1.44	3.07	3.08	3.08	3.08	3.08	3.08
20.0 per cent	1.32	2.99	3.08	3.08	3.08	3.08	3.08
25.0 per cent	1.21	2.92	3.08	3.08	3.08	3.08	3.08

* Pricing CPR 10%

For more information in relation to the risks involved in the use of the average lives estimated above, see *"Risk Factors — Considerations Relating to Yield, Prepayments and Mandatory Redemption"* above.

USE OF PROCEEDS

On the Closing Date, the Issuer will use the gross proceeds of the Notes to:

(a) pay the Initial Consideration payable by the Issuer to the Seller for the Portfolio to be acquired from the Seller on the Closing Date;

(b) pay certain day one fees, costs and expenses of the Issuer incurred in connection with the issuance of the Notes and the Certificates on the Closing Date;

(c) fund the Flexible Reserve Fund in an amount up to the Flexible Reserve Fund Required Amount as at the Closing Date; and

(d) fund the Liquidity Reserve Fund in an amount up to the Liquidity Reserve Fund Required Amount as at the Closing Date.

RATINGS

The Notes, on issue, are expected to be assigned the following ratings by Morningstar DBRS and S&P. 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	Morningstar DBRS	S&P
Class A Notes	AAA (sf)	AAA (sf)
Class B Notes	AA (high) (sf)	AA- (sf)
Class C Notes	A (sf)	A (sf)
Class D Notes	BBB (low) (sf)	BBB (sf)
Class E Notes	BB (high) (sf)	BB (sf)
Class F Notes	B (sf)	B- (sf)
Class Z Notes	N/A	N/A
Class X Notes	N/A	N/A

The ratings assigned to the Rated Notes by Morningstar DBRS address, (a) in respect of the Class A Notes, the likelihood of full and timely payment of all payments of interest on each Interest Payment Date, and (b) in respect of all other Classes of Rated Notes, the time payment of interest only when such Class of Notes is the Most Senior Class and ultimate payment of principal.

The ratings assigned to the Rated Notes by S&P address, the likelihood of (a) full and timely payment to the holders of the Class A Notes of all payments of interest on each Interest Payment Date and (b) full and ultimate payment to the holders of the all other Classes of Rated Notes of principal and (in relation to each Class of Notes) ranking junior to the Class A Notes of interest on or prior to the Final Maturity Date.

Ratings are expected to be assigned to each class of Rated Notes on or before the Closing Date. The assignment of a rating to each class of Rated Notes by any Rating Agency is not a recommendation to invest in the 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 Class Z Notes, the Class X Notes and the Certificates will not be rated.

As of the date of this Prospectus, Morningstar DBRS and S&P are credit rating agencies established in the United Kingdom. Morningstar DBRS and S&P are credit rating agencies registered under the UK CRA Regulation.

THE ISSUER

Introduction

Lovelace 01 CBP Plc was incorporated in England and Wales on 11 September 2025 (registered number 16711690, LEI 213800EZTOWRAB97E805) as a public limited company under the Companies Act 2006. The registered office of the Issuer is 10th Floor, 5 Churchill Place, London, England, E14 5HU. The telephone number of the Issuer's registered office is +44 (0) 20 7398 6300. 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 "*Holdings*" below).

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 Certificates. The Issuer will covenant to observe certain restrictions on its activities which are set out in Condition 5(b) (*Issuer Covenants*) and Certificate Condition 5(b) (*Issuer 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 the 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. 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 2026.

There is no intention to accumulate surpluses in the Issuer (other than amounts standing to the credit of the Liquidity Reserve Fund Ledger, the Flexible Reserve Fund Ledger, the Issuer Profit Ledger and, if applicable and following the occurrence of a Set-off Reserve Fund Event, the Set-off Reserve Fund Ledger).

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, England, E14 5HU	Corporate Director
CSC Directors (No.2) Limited	10th Floor, 5 Churchill Place, London, England, E14 5HU	Corporate Director
Oskari Tammenmaa	10th Floor, 5 Churchill Place, London, England, E14 5HU	Director

The directors of CSC Directors (No.1) and CSC Directors (No.2) are as follows:

Name	Business Address	Business Occupation
Alasdair Watson	10th Floor, 5 Churchill Place, London, England, E14 5HU	Director
Aline Sternberg	10th Floor, 5 Churchill Place, London, England, E14 5HU	Director
Catherine McGrath	10th Floor, 5 Churchill Place, London, England, E14 5HU	Director
Debra Parsall	10th Floor, 5 Churchill Place, London, England, E14 5HU	Director
Helena Whitaker	10th Floor, 5 Churchill Place, London, England, E14 5HU	Director
Jonathan Hanly	10th Floor, 5 Churchill Place, London, England, E14 5HU	Director
Jordina Walker	10th Floor, 5 Churchill Place, London, England, E14 5HU	Director
Oskari Tammenmaa	10th Floor, 5 Churchill Place, London, England, E14 5HU	Director
Raheel Khan	10th Floor, 5 Churchill Place, London, England, E14 5HU	Director
Renda Manyika	10th Floor, 5 Churchill Place, London, England, E14 5HU	Director
Umar Khan	10th Floor, 5 Churchill Place, London, England, E14 5HU	Director

The Issuer has no loan capital, borrowings or material contingent liabilities (including guarantees) as at the date of this Prospectus.

Auditors

The independent auditor of the Issuer is PricewaterhouseCoopers LLP, chartered accountants and registered auditors in the United Kingdom, whose office is located at 7 More London Riverside London SE1 2RT.

HOLDINGS

Introduction

Lovelace 01 CBP Holdings Limited is a private limited company incorporated in England and Wales on 11 September 2025 (registered number 16710576).

The registered office of Holdings is 10th Floor, 5 Churchill Place, London, United Kingdom, E14 5HU. The issued share capital of Holdings comprises one ordinary share of £1. The Share Trustee holds the entire beneficial interest in the issued share under a discretionary trust for discretionary 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, England, E14 5HU	Corporate Director
CSC Directors (No.2) Limited	10th Floor, 5 Churchill Place, London, England, E14 5HU	Corporate Director
Oskari Tammenmaa	10th Floor, 5 Churchill Place, London, England, E14 5HU	Director

The directors of CSC Directors (No.1) Limited and CSC Directors (No.2) Limited are as follows:

Name	Business Address	Business Occupation
Alasdair Watson	10th Floor, 5 Churchill Place, London, England, E14 5HU	Director
Aline Sternberg	10th Floor, 5 Churchill Place, London, England, E14 5HU	Director
Catherine McGrath	10th Floor, 5 Churchill Place, London, England, E14 5HU	Director
Debra Parsall	10th Floor, 5 Churchill Place, London, England, E14 5HU	Director
Helena Whitaker	10th Floor, 5 Churchill Place, London, England, E14 5HU	Director
Jonathan Hanly	10th Floor, 5 Churchill Place, London, England, E14 5H	Director

Name	Business Address	Business Occupation
Jordina Walker	10th Floor, 5 Churchill Place, London, England, E14 5HU	Director
Oskari Tammenmaa	10th Floor, 5 Churchill Place, London, England, E14 5HU	Director
Raheel Khan	10th Floor, 5 Churchill Place, London, England, E14 5HU	Director
Renda Manyika	10th Floor, 5 Churchill Place, London, England, E14 5HU	Director
Umar Khan	10th Floor, 5 Churchill Place, London, England, E14 5HU	Director

The accounting reference date of Holdings is 31 December and the statutory accounts of Holdings will be drawn up to 31 December 2026.

Holdings has no employees.

THE SELLER, THE SERVICER, THE WET FUNDING FACILITY PROVIDER AND THE LEGAL TITLE HOLDER

Cynergy Bank plc (the "**Bank**") is a public limited company incorporated in England and Wales on 9 April 2003 (company number 04728421) under the name Bank of Cyprus Advances Limited. On 25 June 2012, it changed its name to Bank of Cyprus UK Limited, and on 4 December 2018, it was renamed Cynergy Bank Limited. On 9 May 2024, it re-registered as a public limited company under the name Cynergy Bank plc.

Cynergy Bank plc is authorised by the Prudential Regulation Authority and regulated by both the Financial Conduct Authority and the Prudential Regulation Authority under Financial Services Register number 575105. The Bank holds the necessary permissions to carry out mortgage lending and servicing activities under the Financial Services and Markets Act 2000 (FSMA).

Cynergy Bank plc is a specialist lender focused on serving the blended financial needs of business owners, property entrepreneurs, and family businesses across the UK. The Bank offers tailored banking solutions through a relationship-led model supported by digital capabilities, and has developed expertise in originating and servicing residential and commercial mortgage loans, including buy-to-let products.

As at the date of this Prospectus, Cynergy Bank plc is privately owned and operates independently. The Bank's registered office is located at 4th Floor, One New Change, London EC4M 9AF. Its correspondence address is PO Box 80030, London EC4P 4NG.

Cynergy Bank plc is the Seller, Servicer, and Legal Title Holder in respect of the Portfolio. The Bank has a proven track record in mortgage origination and servicing, and maintains robust internal policies and procedures for underwriting, servicing, and enforcement. These policies are aligned with regulatory expectations and industry standards, and are subject to regular review and oversight by the Bank's governance structures.

THE CASH MANAGER AND THE ISSUER ACCOUNT BANK

Citibank, N.A. is a company incorporated with limited liability in the United States of America under the laws of the City and State of New York on 14 June 1812 and reorganised as a national banking association formed under the laws of the United States of America on 17 July 1865 with Charter number 1461 and having its principal business office at 388 Greenwich Street, New York, NY 10013, USA and having in Great Britain a principal branch office situated at Canada Square, Canary Wharf, London E14 5LB with a foreign company number FC001835 and branch number BR001018.

The London Branch of Citibank, N.A. is authorised and regulated by the Office of the Comptroller of the Currency (USA) and authorised by the PRA. It is subject to regulation by the FCA and limited regulation by the PRA.

THE 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 Trustee Company Limited is regulated by the FCA.

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 corporate and institutional customers. NWM Plc works in close collaboration with teams across the bank 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 Interim Results 2025 and the NWM Plc Q3 2025 Interim Management Statement results 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.

THE CORPORATE SERVICES PROVIDER AND BACK-UP SERVICER FACILITATOR

CSC Capital Markets UK Limited (registered number 10780001), having its principal address at 10th Floor, 5 Churchill Place, London, England, E14 5HU, will be appointed to provide corporate services to the Issuer and Holdings pursuant to the Corporate Services Agreement and is appointed to the role of Back-Up Servicer Facilitator.

CSC Capital Markets UK Limited has served and is currently serving as corporate service provider for numerous securitisation transactions and programmes involving pools of mortgage loans.

THE LOANS AND THE OVERDRAFTS

The Portfolio

Introduction

The following is a description of some of the characteristics of the Loans and the Overdrafts including details of loan types and selected statistical information.

As at the Cut-Off Date, the Portfolio had the characteristics shown below. See "*Characteristics of the Provisional Portfolio*".

The Seller procured the selection of the Loans and Overdrafts for transfer into the Provisional Portfolio, using a system containing defined data on each of the qualifying loans and overdrafts. The Loans and Overdrafts selected for transfer into the Provisional Portfolio are representative of the Buy-to-Let Loans and Overdrafts meeting the selection criteria which the Seller holds immediately prior to the sale of the Portfolio. The Loans and the Overdrafts selected for inclusion in the Provisional Portfolio have been selected in order to ensure that, where a Loan or Overdraft is in the Provisional Portfolio, all other Linked Loans in the same Borrower Group is also included in the Provisional Portfolio, i.e. there are no cases where there are Linked Loans that are included in the Provisional Portfolio and other Linked Loans in the same Borrower Group are outside of the Provisional Portfolio. After the pool of Loans and Overdrafts is selected in this way, the constituent Loans are monitored so that they continue to comply with the Loan Warranties on the Closing Date. If a Loan is excluded from the Portfolio on the Closing Date because it would not comply with the Loan Warranties on the Closing Date, all other Linked Loans in the same Borrower Group will also be excluded from the Portfolio on the Closing Date.

As at the end of December 2024, the Seller has approximately £2.4 billionin buy-to-let mortgage loans on its balance sheet.

Unless otherwise indicated, the description that follows relates to types of loans and overdrafts that could be sold to the Issuer as part of the Portfolio as at the Closing Date and, following the Closing Date, during the Replenishment Period.

The Portfolio

The Portfolio as of the Closing Date will comprise loans advanced to Borrowers by the Seller and overdrafts made available by the Seller and utilised by Borrowers, in each case, upon the security of residential, commercial and mixed-use property situated in England, Wales or Scotland (that are contractually binding with full recourse to the relevant Borrowers and, where applicable, guarantors). Such loans and overdrafts will be acquired by the Issuer from the Seller on the Closing Date pursuant to the Mortgage Sale Agreement and will include Undrawn Amounts in respect of any Authorised Overdraft in the Portfolio.

Following the Closing Date and during the Replenishment Period, the Issuer will purchase New Loans, Further Advances, New Authorised Overdrafts, Authorised Overdraft Extensions and Drawings under Unarranged Overdrafts into the Portfolio where those Loans are advanced or Authorised Overdrafts and Unarranged Overdrafts provided, respectively, to Borrowers in a Borrower Group which has other Loans and/or Overdrafts in the Portfolio on the date on which such New Loans, Further Advances, New Authorised Overdrafts, Authorised Overdraft Extensions or Drawings under Unarranged Overdrafts are advanced or provided, as applicable, subject to and in accordance with the Mortgage Sale Agreement.

The Issuer will pay the Subsequent Purchase Price for New Loans, New Authorised Overdrafts, Further Advances and Authorised Overdraft Extensions on the Sale Date in respect thereof or, in respect of Undrawn Amounts and Unauthorised Overdrafts, on the date on which a Drawing is made thereunder, from amounts drawn by the Issuer under the Wet Funding Facility or, if and to the extent not paid by the Issuer on the relevant Sale Date or the relevant Drawing Date, as applicable, from amounts drawn under the Wet Funding Facility, on a deferred basis from Available Principal Receipts, applied in accordance with the Pre-Enforcement Principal Priority of Payments. If funds have not been available to be applied pursuant to the Pre-Enforcement Principal Priority of Payments for the Issuer to repay amounts drawn under the Wet Funding Facility on or prior to the relevant Wet Funding

Repayment Deadline or, if and to the extent not paid by the Issuer on the relevant Sale Date or the relevant Drawing Date, as applicable, from amounts drawn under the Wet Funding Facility, to pay the Subsequent Purchase Price in respect of any Authorised Overdrafts, New Loans, New Authorised Overdrafts, Further Advances or Authorised Overdraft Extensions by the relevant Purchase Price Deadline, the Seller will be required, pursuant to the Mortgage Sale Agreement, to repurchase the relevant Loan or Overdraft, together with any other Linked Loans in the same Borrower Group.

Any New Loans or Further Advances added to the Portfolio after the Closing Date or any Loan which is subject to a Product Switch during the Replenishment Period will be required to comply with the Loan Warranties on the relevant Sale Date or on the date on which the relevant Loan subject to a Product Switch is reacquired by the Issuer. Any New Authorised Overdraft or Authorised Overdraft Extension added to the Portfolio after the Closing Date will be required to comply with the Overdraft Warranties on the relevant Sale Date.

In addition, the sale by the Seller and the purchase by the Issuer of any New Loan, Further Advance, New Authorised Overdraft or Authorised Overdraft Extension following the Closing Date and during the Replenishment Period will be subject to satisfaction of the Eligibility Criteria on the relevant Sale Date. If the sale and purchase of any New Loan, Further Advance, New Authorised Overdraft or Authorised Overdraft Extension would cause a breach of the Eligibility Criteria and that breach is either (i) not capable of remedy or (ii) is capable of remedy but has not, prior to the applicable Remedy Date, been remedied, that New Loan, Further Advance, New Authorised Overdraft or Authorised Overdraft Extension must be repurchased by the Seller on or prior to the Repurchase Date. If any New Loan, Further Advance, New Authorised Overdraft or Authorised Overdraft Extension is required to be repurchased as a result of the breach of any of the Eligibility Criteria, the Seller must also repurchase any other Linked Loans in the same Borrower Group on the relevant Repurchase Date. Loans which are subject to a Product Switch are also required to comply with relevant Eligibility Criteria on the date on which the relevant Loan subject to a Product Switch is reacquired by the Issuer.

Origination of the Portfolio

The Portfolio comprises Loans and Overdrafts originated by the Seller on the basis of consistently applied underwriting criteria, being no less stringent than those applied at the relevant time of origination to other mortgage loans and overdrafts that do not form part of the Portfolio.

The Seller's internal policies and procedures

The Seller maintains comprehensive internal policies and procedures in relation to the granting of mortgage loans, administration of credit-risk bearing portfolios, and risk mitigation, which include:

(a) Criteria and Approval Process:

All mortgage loans are originated in accordance with Board-approved credit policies, which set out clear criteria for borrower eligibility, property type, and loan structure. Applications are subject to manual underwriting, with verification of borrower identity, credit history, income, and property value. The process for approving, amending, reviewing, and refinancing loans is governed by delegated authority limits and requires escalation to the Seller's "Executive Credit Committee" for larger or exceptional exposures (see "*Lending Criteria*" below for further information).

(b) Administration and Monitoring:

The Seller employs robust systems and a "three-lines-of-defence" model to administer and monitor mortgage loans. Portfolio performance is tracked through regular management information, including arrears, loan-to-value ratios, and concentration risk metrics. Servicing is conducted in line with documented procedures, with daily monitoring of repayments and escalation of arrears to specialist teams as required (see "*Servicing of the Portfolio*" below for further information).

(c) Portfolio Diversification:

The Seller's credit strategy is designed to ensure diversification across property types, borrower profiles, and geographies, consistent with its target market and risk appetite. Limits

are set on single-name and regional exposures, and portfolio composition is reviewed regularly to avoid undue concentrations.

(d) Risk Mitigation:

Written policies and procedures govern risk mitigation techniques, including collateral management, arrears and forbearance processes, and enforcement actions. All properties are subject to independent RICS valuations, and ongoing stress testing is conducted in line with IFRS 9 requirements. The Seller's "Credit Risk" function oversees adherence to policy, and all exceptions are centrally logged and monitored (see "*Servicing of the Portfolio*" and "*Enforcement Procedures*" below for further information).

Security

All of the Loans and Overdrafts are secured by first ranking Mortgages, other than one Borrower Group where part of the security granted by that Borrower Group includes a second ranking charge. The aggregate Principal Balance of Loans and Overdrafts provided to that Borrower Group in the Provisional Portfolio is approximately £4.03 million as at the Cut-Off Date, which is secured by collateral with an aggregate valuation of approximately £10.9 million. That collateral includes a second ranking Mortgage in respect of a property with a valuation of approximately £2.45 million, which is subject to a prior mortgage securing a debt of approximately £1.2million (the "**Second Lien Mortgage**"). In some cases and for corporate Borrowers, additional security (including, in some cases, a floating charge) might be taken by way of debenture or floating charge.

Interest Rate Types

The Portfolio consists of Loans which apply a Fixed Mortgage Rate (each a "**Fixed Rate Loan**") and Loans which apply a Tracker Mortgage Rate for the term of the Loan (each a "**Tracker Rate Loan**"). None of the Loans in the Portfolio apply (or revert to) a standard variable rate. All Authorised Overdrafts in the Portfolio apply a floating rate of interest charged to the Borrower in connection with the relevant Overdraft, calculated by applying a margin above the Bank of England base rate (each a "**Tracker Rate Overdraft**"). Overdrafts in the Portfolio are repayable on demand or at maturity, typically have a 12-month term and are renewable annually. The interest rate for an Authorised Overdraft is determined as a margin over the Bank of England base rate and may be reassessed at each renewal. Unarranged Overdrafts (which are Overdrafts where an account is or becomes overdrawn beyond the agreed limit or without prior arrangement) incur a significantly higher interest rate, set at 15% above the Bank of England base rate. Additionally a fee of £20 is applied each day when (i) the account or any Authorised Overdraft is overdrawn by more than £50 and (ii) the net movement on the account, calculated as payments in less payments out, is more than £50. The Bank operates a "Pay None" policy, meaning payments that would result in an Unarranged Overdraft or an Unauthorised Overdraft are generally refused unless specifically approved, and customers are promptly notified if their account enters an Unarranged Overdraft or Unauthorised Overdraft position.

Characteristics of the Loans

Repayment Terms

The Seller offers a diverse suite of loan repayment structures tailored to meet the needs of its property-focused clientele, including professional landlords, high-net-worth individuals, and owner-managed

businesses. Loans may incorporate one or more repayment features, with overpayments permitted across all products, subject to specific limits and conditions.

Repayment structures applicable to Loans in the Portfolio include:

- "**Repayment Loans**", where borrowers make monthly or quarterly payments of both interest and principal, ensuring full amortisation by maturity.

- "**Interest-only Loans**", where borrowers pay interest only during the term, with the principal repaid in a lump sum at maturity. These loans require a credible and reviewed repayment strategy.

- "**Part-and-Part Loans**", combining interest payments with partial principal repayments during the term, with the remaining balance due at maturity.

- "**Amortising Term Loans**" (or "**ATL** "), which may include an initial interest-only period followed by capital and interest repayments, culminating in a balloon payment at maturity. These loans are structured without reversion rates, aligning interest terms with the loan's maturity.

Loan servicing is facilitated through a mandatory Cynergy Bank plc current account (for each Borrower, that Borrower's Linked Current Account), as the Bank does not offer direct debit functionality. Repayments are made via standing orders, internal transfers, or manual methods such as debit card or cheque. The Bank actively monitors repayment activity through its internal systems, ensuring robust oversight and early intervention in case of arrears.

Loan terms vary by asset class and the Seller's Lending Criteria provide for:

- in respect of commercial property loans: a maximum term of 10 years (in respect of ATL) or 5 years (in respect of Interest-only Loans), with a repayment profile of up to 25 years and a maximum Group LTV of 60%.

- in respect of residential property loans: a maximum committed term of 10 years, with a repayment profile of up to 40 years and a maximum Group LTV of 70%.

Overpayments and Early Repayment Charges

Overpayments are permitted across all of the Seller's Buy-to-Let Loans, although an Early Repayment Charge may be payable depending on the terms of the individual loan agreement. Borrowers may increase their regular monthly or quarterly payments above the scheduled amount or make lump sum payments at any time during the life of the loan.

Early Repayment Charges may apply if the Borrower repays the loan, or any part of it, ahead of schedule.

Cross-collateralisation and cross-guarantees: Borrower Groups and Linked Loans

The Seller's lending framework is anchored in a group-level cross-collateralisation and cross-guarantee structure, whereby loans are underwritten and secured across Borrower Groups rather than on an individual asset basis. This approach enables the pooling of residential and commercial collateral to support multiple Linked Loans, allowing the Bank to assess creditworthiness holistically across borrower relationships. By leveraging the collective strength of shared collateral and borrower guarantees, the Seller is able to underwrite facilities supported by diversified property portfolios, thereby reducing concentration risk and lowering the weighted average loan-to-value ratio across the relevant Borrower Group. This structure enhances the Seller's credit profile through more resilient underwriting outcomes and contributes to its conservative risk posture, evidenced by a high-quality collateral base and robust stress-tested affordability metrics. For customers—particularly professional landlords and property entrepreneurs—this model facilitates scalable financing, efficient capital deployment, and the ability to grow their portfolios with greater flexibility and capital efficiency.

In respect of any Borrower Group, lending can either be made (i) to Borrowers in a Borrower Group on a standalone basis without any cross-collateralisation or cross-guarantees between different

Borrowers in that Borrower Group (a "**G1 Group**"), (ii) to Borrowers in a Borrower Group on a fully cross-collateralised basis where there is cross-collateralisation and/or cross-guarantees between all Borrowers in that Borrower Group with all Properties being secured in respect of all Linked Loans in that Borrower Group (a "**G2 Group**"), (iii) to Borrowers in a Borrower Group on a partially cross-collateralised basis where there is some cross-collateralisation and/or cross-guarantees between Borrowers in that Borrower Group but where one or more Borrowers will provide security and/or guarantees in respect of the debt of one or more other Borrowers within that Borrower Group on a reciprocal basis, but not every Borrower in the Borrower Group will do so for all other Borrowers in that Borrower Group (a "**G3 Group**") and (iv) to Borrowers in a Borrower Group on a partially cross-collateralised basis where there is some cross-collateralisation and/or cross-guarantees between Borrowers in that Borrower Group but where one or more Borrowers will provide "one way" security and/or guarantees in respect of the debt of one or more other Borrowers within that Borrower Group, not on a reciprocal basis (a "**G4 Group**").

Loans will be "Linked Loans" in respect of a Borrower Group where that Borrower Group is a G2 Group, a G3 Group or a G4 Group, but not where that Borrower Group is a G1 Group.

It is expected that there will be Borrower Groups in the Portfolio as at the Closing Date which are G1 Groups, G2 Groups, G3 Groups and G4 Groups.

Overdrafts

The Seller also offers Authorised Overdrafts, which are interest-only facilities with defined limits and maturities, and Unarranged Overdrafts, which arise from fee-induced account overdraws and are treated as secured liabilities under the Seller's security documentation. Overdrafts in the Portfolio typically have a 12-month term and are renewable annually.

Title to the Portfolio

In relation to Loans, the Overdrafts and their associated Mortgages and other Related Security over (i) registered land in England and Wales, or (ii) any land in Scotland, the beneficial title in respect of which will be transferred to the Issuer on the Closing Date, until such time as transfers of such Mortgages have been completed and registered or recorded at the Land Registry or the Registers of Scotland (as applicable), the sale to the Issuer will take effect either, in the case of the English Mortgages, in equity only and will transfer beneficial title only or, in the case of the Scottish Mortgages, the Issuer will hold the beneficial interests therein under each Scottish Declaration of Trust. In the case of Loans, the Overdrafts and their associated Mortgages and other Related Security over unregistered land in England and Wales, in order for legal title to pass to the Issuer, conveyances of the relevant mortgages would have to be completed in favour of the Issuer. As a result, the legal title to the Loans, the Overdrafts and their Related Security will remain with the Legal Title Holder until such time as certain additional steps have been taken, including (i) in relation to English Loans, the Overdrafts and their Related Security the giving of notices of the assignment to the Borrowers; or (ii) in relation to Scottish Loans and their Related Security the execution and registration or recording (as applicable) of assignations (the "**Scottish Transfers**") by the Seller in favour of the Issuer together with notification of the assignation to the Borrowers.

Under the Mortgage Sale Agreement, none of the Legal Title Holder, the Seller nor the Issuer will require the execution and completion of such transfers, assignations and conveyances in favour of the Issuer or the registration or recording of such transfers or service of notice on Borrowers in order to effect the transfer of legal title to the Loans and their Related Security (including, where appropriate, their registration or recording), except in the limited circumstances described in "*Summary of the Key Transaction Documents – Mortgage Sale Agreement – Title to the Mortgages, Registration and Notifications*" below.

Lending Criteria

The Seller applies a disciplined and risk-sensitive approach to lending within its Buy-to-Let Loan property investment portfolio. The Seller's credit policy is designed to ensure prudent asset-backed lending while maintaining operational efficiency and regulatory compliance. The Seller originates loans under a manually underwritten framework, with no reliance on automated scoring. All applications are assessed by experienced underwriters using bespoke affordability models and credit

grading tools. The Seller's lending is segmented across three core property investment categories: "Residential", "Commercial", and "Mixed-Use", with additional unregulated lending governed by a central credit policy. Origination channels include direct relationships and a select panel of FCA-regulated intermediaries, subject to annual review and onboarding due diligence. Buy-to-Let Loan properties may comprise HMOs or shared accommodations.

Customer Applications

Applications for Buy-to-Let Loans are accepted from business customers which are:

(a) individuals, sole traders and partnerships;

(b) UK registered private limited companies;

(c) UK registered limited liability partnerships; and

(d) UK registered public limited companies.

Guarantees

Within the Seller's property investment lending, guarantees are an integral risk mitigation tool, particularly for loans to corporate borrowers and for higher loan-to-value exposures. For loans secured on residential property with a Group LTV above 60% and a facility size below £2 million, the Seller typically requires a personal guarantee for 10% of the initial loan amount from an individual associated with the borrowing entity. For larger loans (above £2 million), personal guarantee requirements are determined on a risk-based approach, taking into account the quality of the underlying assets, the strength of the operator and management team, and the net worth of the borrower or group.

In addition to personal guarantees, the Seller may require cross-guarantees within Borrower Groups to further strengthen the credit profile and facilitate portfolio-level risk management. All guarantees are fully documented and are transferrable, should the loans be acquired or securitised. The use of guarantees supports the Seller's conservative risk appetite, enhances recoverability in the event of default, and enables the Seller to offer scalable financing solutions to professional landlords and property investors while maintaining robust credit standards.

Loans in the Portfolio

The Loans comprised in the Portfolio as at the Closing Date are extended under the Seller's buy-to-let property investment portfolio and are subject to a maximum loan-to-value ratio (Group LTV) of 70% for portfolios secured on residential properties and 60% for portfolios secured on commercial properties. For mixed portfolios comprising both residential and commercial properties, the Seller currently applies a blended approach to LTVs, proportionate to the respective residential property and commercial property values, with more conservative thresholds applied to longer-tenor facilities. The Seller has discretion to apply a higher LTV for commercial properties, as at the Closing Date, up to 65%, provided the amortisation profile of the relevant loan reduces the LTV to a maximum of 60% at maturity. The Seller actively monitors its portfolio-wide average weighted loan to value ratio, targeting, as at the Closing Date, a maximum of 58%.

Debt serviceability of loans is assessed using a gross interest cover ratio test, with a minimum ICR threshold of 125%. This ratio is stress-tested using internal rate methodologies to ensure resilience under adverse market conditions.

Borrower age criteria

For Buy-to-Let Loans, applicants who are natural persons (including beneficiaries and guarantors) must be at least 18 years of age at the start of the mortgage. There is no formal maximum age at the end of the mortgage term, but as a guideline, the youngest borrower should be aged 85 years or below at maturity of the loan.

Loan size

In relation to Buy-to-Let Loans, there is no minimum individual loan size and the maximum individual loan size is £65 million.

Underwriting

The Seller's underwriting framework is structured to ensure robust risk management and compliance with regulatory standards. The Seller differentiates between professional and amateur landlords, particularly in the context of portfolio buy-to-let applications, in accordance with regulatory changes introduced from 1 October 2017. This segmentation allows for tailored underwriting practices that reflect the complexity and scale of the borrower's property holdings.

Borrower eligibility is determined through a comprehensive credit assessment, which excludes entities with histories of insolvency, creditor losses, or pre-pack administrations. The Seller prioritises borrowers with demonstrable affordability and strong credit profiles.

All facilities are structured as asset-backed loans, with terms calibrated to the borrower's financial position and the characteristics of the underlying property. The Seller offers both floating and fixed-rate term loans, and supports property development finance where appropriate.

The underwriting process is governed by a suite of internal risk metrics, each with defined limits and triggers. Breaches are escalated to the Seller's "Conduct and Risk Committee" and, where necessary, to the Seller's "Board Risk Committee". This governance framework ensures that lending decisions remain within the Seller's stated risk appetite.

Tenancy Profile

The Seller's property investment lending is primarily secured against properties let under industry-standard Assured Shorthold Tenancies ("**ASTs**") . The Seller typically requires that all residential investment properties are subject to ASTs or equivalent tenancies, ensuring that tenants do not have security of tenure or unilateral rights of renewal beyond statutory protections. In the normal course of business, the Seller does not lend against regulated tenancies; however, exceptions may be considered where the risk is mitigated as part of a broader, diversified portfolio.

For HMOs, the Seller requires that all requisite licences are in place prior to drawdown of a loan, and these properties are flagged within the Seller's systems for ongoing monitoring. Commercial and mixed-use properties must have leases that are consistent with market standards and provide for enforceable rental income streams.

The Seller's approach to tenancy profile is designed to ensure predictable cash flows, facilitate robust credit assessment, and support the ongoing performance of the securitised portfolio.

Debt verifications and assessment of creditworthiness

In accordance with the Seller's lending guidelines, an independent credit search is undertaken for all loan applications, and a clear credit history is generally required. Borrowers must not have been declared bankrupt or subject to personal insolvency arrangements within the previous six years, and all loans must have made at least one scheduled payment prior to the Closing Date. Income information is provided by borrowers and is subject to manual verification using supporting documentation such as payslips, tax returns, and bank statements. The Seller undertakes a comprehensive assessment of creditworthiness for each applicant, considering factors relevant to the borrower's ability to meet ongoing monthly or quarterly payments, and does not rely predominantly on property value or assumptions of future property appreciation. Further advances are only granted in accordance with applicable laws and are subject to a repeat assessment of creditworthiness in line with prevailing lending guidelines. The Seller employs a rigorous, manual approach to debt verification and the assessment of creditworthiness, underpinned by robust governance and a conservative risk appetite. All lending decisions are made following a comprehensive review of the applicant's financial position, credit history, and the quality of the underlying collateral.

Servicing and consolidation of loans

To enhance operational clarity and reduce administrative burden, the Seller encourages the consolidation of exposures, aiming to reduce the number of individual loans per borrower. This

strategy supports streamlined covenant monitoring and facilitates more efficient portfolio management.

In cases involving large blocks or concentrated portfolios, the Seller applies stricter loan to value ratio limits to mitigate liquidity risk. These measures reflect the reduced marketability of such assets and the potential for valuation volatility.

Servicing of the Portfolio

The Bank adopts a proactive and structured approach to debt servicing, designed to ensure timely collection of payments, robust arrears management, and prudent portfolio oversight. All borrowers are required to maintain a Cynergy Bank plc current account, from which loan repayments are made via standing order, internal transfer, or manual payment methods. The Bank monitors repayment activity through its internal systems, enabling early identification of missed payments or arrears.

The Bank's servicing team is responsible for providing redemption statements, managing requests for early repayment, and ensuring compliance with all applicable regulatory requirements. The Bank's servicing policies are fully documented, and servicing performance is subject to regular internal review and audit.

If a Borrower wishes to borrower a further advance, the Bank would (if agreed) provide a new loan facility in respect of the additional amount. Further advances would be subject to their own terms and would be subject to an underwriting process which would include a holistic review of the Borrower's facilities and a full review of any existing and proposed additional security package.

When a Loan reaches maturity, the Borrower will be required to refinance or redeem the Loan. In connection with such refinancing or redemption, the Bank may (i) agree a short-term extension to maturity in order to allow the Borrower to refinance, (ii) charge Default Interest (if the Bank so elects) during any such extension period and (iii) otherwise continue to service the Loan in accordance with its servicing policies, during any such extension period.

As a Loan approaches its maturity date, relationship managers at the Bank engage with Borrowers in order to assess any refinancing options. If a Loan is expected to be refinanced by the Bank (as when any other new loan is advanced by the Bank), the prospective refinancing loan will be subject to a comprehensive underwriting process and, to the extent the relevant Borrower is part of a Borrower Group, the Borrower Group's position will also be subject to a holistic review at the time of any refinancing.

In the event of any proposed prepayment, the Borrower would be expected to liaise with the Bank in advance and the Bank would calculate any early Repayment Charges (if applicable in respect of the relevant Loan and subject to the Bank's discretion) (see section headed "*Summary of Key Transaction Documents – Servicing Agreement - Application of Default Interest and Early Repayment Charges in respect of the Loans*" below for further details).

In the event of a missed payment, the Bank promptly contacts the borrower to understand the cause and to agree a resolution plan. Accounts in arrears are reviewed daily, and persistent or material arrears are escalated to the Bank's "Watch List" for enhanced monitoring and intervention. The Bank's collections process is tailored to individual borrower circumstances, with a focus on fair treatment and the use of forbearance measures where appropriate. Forbearance refers to any action by the Bank that changes the terms of a loan or refinances it for a borrower facing financial difficulties, where such changes would not have been offered if the borrower were able to meet their repayment obligations. This includes modifying contract terms or refinancing troubled debt. Forbearance only applies when a borrower is in financial difficulty and receives concessions that would not otherwise be available. Forbearance is assessed at the facility level rather than the customer level, and any amendment to a facility, where the loan terms are altered or refinanced due to the borrower's financial difficulties, is duly recorded. Amendments made solely for commercial reasons, and within the Bank's risk appetite, are not classified as forbearance. The approval of forbearance measures is subject to delegated authority within the Bank's second line risk function. If a satisfactory resolution cannot be achieved, the account is transferred to the Bank's "Business Support & Recoveries" team, which manages more intensive recovery actions, including the use of external solicitors if necessary.

From the Closing Date, Cynergy Bank plc in its capacity as the Servicer will service the Portfolio as agent of the Issuer and, where applicable, the Seller in accordance with the terms of the Servicing Agreement. The Servicer's duties will include, among other things:

- operating the Collection Account and ensuring that all payments are processed in accordance with the Servicing Agreement;
- notifying the Borrowers of any change in their Instalments;
- providing redemption statements upon request from Borrowers or their legal representatives;
- taking all reasonable steps to collect or recover payments due from any Borrower, including by the institution of proceedings and/or the enforcement of any Mortgage or any Related Security; and
- performing all actions and duties that would reasonably be expected of a Reasonable, Prudent Mortgage Servicer in connection with the administration of the Portfolio.

Enforcement Procedures

In accordance with its lending and servicing policies, the Servicer adopts a structured and prudent approach to enforcement in the event of borrower default. Where a borrower fails to meet payment obligations, the Servicer will first seek to engage with the borrower to agree a resolution plan, including the use of forbearance measures where appropriate. If arrears persist and a satisfactory resolution cannot be achieved, the account is escalated to the "Business Support & Recoveries" team for more intensive management.

The Servicer's enforcement procedures include, but are not limited to:

- issuing formal demand letters and reservation of rights notices;
- appointing receivers of rent where appropriate to secure income from the property;
- initiating legal proceedings to enforce the mortgage, standard security or related security, including seeking possession orders through the courts;
- managing the sale of the secured property, either with vacant possession or as an investment property with sitting tenants, as appropriate; and
- applying any proceeds from enforcement to discharge outstanding debt, interest, fees, and costs in accordance with the facility agreement and security documentation.

Throughout the enforcement process, the Servicer acts in accordance with all applicable laws and regulatory requirements, and in a manner consistent with that of a reasonable, prudent mortgage lender. The Servicer's approach is designed to maximise recoveries while ensuring fair treatment of borrowers and compliance with industry standards.

The Servicer has established procedures for managing loans which are in arrears, including early contact with 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 Servicer in many circumstances.

In certain circumstances following the accrual of arrears representing amounts other than principal repayments on a Loan the relevant Borrowers may be given the option to capitalise such arrears. "**Capitalisation**" is an arrangement to manage arrears in respect of a Loan, which involves adding the balance of arrears in respect of such Loan to the principal balance of such Loan and allowing that amount to be cleared over the remaining term of such Loan.

Where a security is enforced over a Property or other secured property which secures amounts under more than one Loan and/or Overdraft, the Servicer will apply the proceeds from any such enforcement in accordance with the relevant Mortgage Conditions and any other agreement binding on it and, otherwise, in accordance with the Servicing Agreement and all Applicable Laws.

Insurance Contracts

Buildings Insurance

Each Property is required to be insured with building insurance. The insurance may be purchased by the relevant Borrower, or (in the case of leasehold property) by the landlord of a Borrower, a superior landlord or a management company under the lease of such Property, selecting an insurer and arranging cover accordingly.

Valuations

The Seller requires that all properties offered as security for lending are subject to a full independent valuation, carried out by a RICS-registered valuer in accordance with "Red Book" standards. Valuations are commissioned via an approved panel manager to ensure independence and mitigate the risk of collusion or fraud. For residential and commercial property investment lending, a full valuation is required at origination, with periodic revaluations mandated for high-value assets and HMOs (typically every three years), and every five years for standard residential properties.

The Seller does not rely on automated valuation models or indexed valuations for origination, although indexation may be used for ongoing portfolio monitoring. Desktop valuations may be permitted for lower-value properties previously valued by the Seller, subject to approval by a senior credit officer.

All valuation reports must confirm the property's market value, tenure, condition, and compliance with planning and licensing requirements. The Seller also requires that properties meet a minimum EPC rating of E, and that climate and flood risks are considered as part of the valuation process. Any significant up-valuations or down-valuations are subject to additional review and governance.

Other than the valuation of properties undertaken as at origination (as more fully described above), no revaluation of any Property has been undertaken by the Arranger, the Lead Manager, the Issuer, the Servicer, the Trustee or any other person in respect of the issue of the Notes and the valuations quoted are at the date of the original Loan origination.

Governing Law

Each of the Loans and any non-contractual obligations arising out of or in connection with them are governed by English law or Scots 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 Seller in the Provisional Portfolio and extracted from the systems of the Servicer on the Portfolio Reference Date. The Provisional Portfolio was selected by the Seller based on several factors, including but not limited to, the removal of loans in respect of which there was a total Borrower exposure in excess of £4,000,000 or where the loan was subject to litigation or forbearance measures, had been written down as a bad debt or which was outstanding past its maturity date. Further selection was undertaken to include loans which offered higher gain on sale and greater ECL release.

As at the Portfolio Reference Date, the Provisional Portfolio comprised of 547 loans originated by the Seller between May 2006 and September 2025 and secured over properties located in England, Wales and Scotland. The aggregate Principal Balance of the loans in the Provisional Portfolio as at the Portfolio Reference Date was £473,236,886.27. Having removed any loans which were no longer eligible or had been redeemed in full as at the Cut-Off Date, the Seller randomly selected the Portfolio and the retained loans for the purposes of its risk retention undertaking pursuant to (i) the UK Securitisation Framework and (ii) the EU Securitisation Regulation (as in force on the Closing Date), in each case from the Provisional Portfolio. The loans to be included in the Portfolio and the retained loans were also selected on the basis that all Linked Loans in a Borrower Group must either be (i) in the Portfolio or (ii) retained, i.e. so as to ensure that as at the Cut-Off Date, no Borrower Group will include Linked Loans some of which are in the Portfolio and some of which are outside of the Portfolio. Columns may not add up to 100 per cent. due to rounding. 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 and Certificates and any valuations obtained in respect of the Properties are prior to or as at the date of origination of such loan. The characteristics of the Portfolio will differ from those set out below as a result of, among other things, repayments and redemptions of loans in the Provisional Portfolio from the Portfolio Reference Date to the Closing Date and removal of any loans that do not comply with the Loan Warranties as at the Closing Date (together with any Linked Loans in relation to such removed loans). If loans selected for the 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 on the first Interest Payment Date. Except as otherwise indicated, these tables have been prepared using the Principal Balance of each loan in the Provisional Portfolio as at the Portfolio Reference Date, which includes all principal and accrued interest for the loans in the Provisional Portfolio.

Key Characteristics	
Portfolio Reference Date:	30/09/2025
Current Principal Balance (£):	473,236,886
No. of accounts:	547
Average Current Principal Balance per Loan (£):	865,150
Number of Borrowers	422
Average Current Principal Balance per Borrower (£):	1,121,414
Average number of loans per borrower	1.30
Max Borrower Size	6,227,872
Top 10 Borrowers %	9.3%
First legal mortgage / first ranking standard security (as % of Principal Balance):	99.6%
Second legal mortgage/ second ranking standard security (as % of Principal Balance):	0.4%
Weighted average Original Loan to Value Ratio %:	53.7%
Weighted average Current Loan to Value Ratio %:	49.4%
Weighted average interest rate %:	6.6%
Interest-only Mortgage Loans (as % of Principal Balance):	32.6%
Repayment Mortgage Loans (as % of Principal Balance):	67.4%
Weighted average seasoning (months):	28.6
Weighted average remaining term (years):	2.3
Arrears > 1 month (as % of Principal Balance):	0.0%
Arrears >=3 month (as % of Principal Balance):	0.0%
Self-employed borrowers (as % of Principal Balance):	5.3%
Fixed rate Mortgage Loan (as % of Principal Balance):	69.2%
Purchase Mortgage Loans (as % of Principal Balance):	15.4%
Refinance Mortgage Loans (as % of Principal Balance):	82.3%
Investment Mortgage Loans (as % of Principal Balance):	1.8%
Foreign National (as % of Principal Balance)	24.2%
British (as % of Principal Balance)	75.8%
Weighted Average DSCR	189.3%

Number of Borrower Groups	299
Average Borrower Group Size	1,582,732
Top 10 Borrower Groups %	19.2%

Additional Prospectus Stats

% of provisional portfolio (by principal balance) made to Borrowers with a CCJ	0.0%
% of provisional portfolio (by principal balance) of interest only mortgage loans	32.6%
Minimum seasoning (months)	0.8
Maximum seasoning (months)	233.1

Repayment Type	**Outstanding principal balance**		**By number of mortgage Loans**	
	Amount (£)	**%**	**Number of loans**	**%**
Repayment Mortgage Loans	319,128,321	67.4%	402	73.5%
Interest-only mortgage loans	154,108,566	32.6%	145	26.5%
Total	**473,236,886**	**100.0%**	**547**	**100.0%**

Outstanding Principal Balance	**Outstanding principal balance**		**By number of mortgage Loans**	
	Amount (£)	**%**	**Number of loans**	**%**
<= 100,000	2,382,511	0.5%	46	8.4%
100,000 to 200,000	6,179,947	1.3%	39	7.1%
200,000 to 300,000	16,249,710	3.4%	64	11.7%
300,000 to 400,000	13,721,124	2.9%	38	6.9%
400,000 to 500,000	21,940,523	4.6%	49	9.0%
500,000 to 600,000	19,117,247	4.0%	35	6.4%
600,000 to 750,000	27,035,353	5.7%	40	7.3%
750,000 to 1,000,000	54,832,576	11.6%	63	11.5%
1,000,000 to 1,500,000	100,597,685	21.3%	81	14.8%
1,500,000 to 2,000,000	80,094,285	16.9%	47	8.6%
2,000,000 to 3,000,000	78,287,924	16.5%	31	5.7%
3,000,000 to 4,000,000	46,570,129	9.8%	13	2.4%
> 4,000,000	6,227,872	1.3%	1	0.2%
Total	**473,236,886**	**100.0%**	**547**	**100.0%**
Min	10			
Max	6,227,872			
Average	865,150			

Original Principal Balance	**Outstanding principal balance**		**By number of mortgage Loans**	
	Amount (£)	**%**	**Number of loans**	**%**
<= 100,000	2,236,194	0.5%	20	3.7%
100,000 to 200,000	5,077,208	1.1%	40	7.3%
200,000 to 300,000	14,080,508	3.0%	64	11.7%
300,000 to 400,000	12,985,790	2.7%	43	7.9%
400,000 to 500,000	22,050,512	4.7%	53	9.7%
500,000 to 600,000	16,927,409	3.6%	34	6.2%
600,000 to 750,000	27,516,520	5.8%	43	7.9%
750,000 to 1,000,000	51,731,818	10.9%	63	11.5%
1,000,000 to 1,500,000	93,889,140	19.8%	80	14.6%
1,500,000 to 2,000,000	85,859,396	18.1%	53	9.7%
2,000,000 to 3,000,000	80,080,511	16.9%	36	6.6%
3,000,000 to 4,000,000	46,799,214	9.9%	15	2.7%
> 4,000,000	14,002,667	3.0%	3	0.5%
Total	**473,236,886**	**100.0%**	**547**	**100.0%**

Min	0			
Max	6,235,000			
Average	945,523			

Original LTV (%)	**Outstanding principal balance**		**By number of mortgage Loans**	
	Amount (£)	**%**	**Number of loans**	**%**
<= 30.0%	15,763,394	3.3%	35	6.4%
30.0% to 35.0%	21,459,391	4.5%	26	4.8%
35.0% to 40.0%	20,613,023	4.4%	31	5.7%
40.0% to 45.0%	44,180,211	9.3%	57	10.4%
45.0% to 50.0%	63,254,836	13.4%	69	12.6%
50.0% to 55.0%	87,701,720	18.5%	81	14.8%
55.0% to 60.0%	89,023,514	18.8%	84	15.4%
60.0% to 65.0%	69,822,862	14.8%	77	14.1%
65.0% to 70.0%	38,778,191	8.2%	47	8.6%
70.0% to 75.0%	6,758,644	1.4%	10	1.8%
75.0% to 80.0%	7,878,904	1.7%	11	2.0%
80.0% to 85.0%	2,387,934	0.5%	6	1.1%
> 85.0%	5,614,261	1.2%	13	2.4%
Total	**473,236,886**	**100.0%**	**547**	**100.0%**
Min	0.0%			
Max	203.3%			
WA	53.7%			

Current LTV (%)	**Outstanding principal balance**		**By number of mortgage Loans**	
	Amount (£)	**%**	**Number of loans**	**%**
<= 30.0%	22,690,297	4.8%	78	14.3%
30.0% to 35.0%	25,906,254	5.5%	30	5.5%
35.0% to 40.0%	35,955,826	7.6%	44	8.0%
40.0% to 45.0%	56,696,860	12.0%	78	14.3%
45.0% to 50.0%	78,813,281	16.7%	76	13.9%
50.0% to 55.0%	115,808,298	24.5%	106	19.4%
55.0% to 60.0%	70,530,322	14.9%	75	13.7%
60.0% to 65.0%	46,463,401	9.8%	45	8.2%
65.0% to 70.0%	18,859,724	4.0%	13	2.4%
70.0% to 75.0%	1,512,622	0.3%	2	0.4%
75.0% to 80.0%	-	0.0%	0	0.0%
80.0% to 85.0%	-	0.0%	0	0.0%
> 85.0%	-	0.0%	0	0.0%
Total	**473,236,886**	**100.0%**	**547**	**100.0%**
Min	0.1%			
Max	70.0%			
WA	49.4%			

Geographical Distribution	**Outstanding property value**	
	Amount (£)	**%**
South West	75,940,392	4.0%
North West	164,410,202	8.7%
North East	23,089,893	1.2%
London	1,214,694,120	64.3%
South East	181,831,621	9.6%
East Midlands	66,411,192	3.5%
West Midlands	56,746,650	3.0%

Wales	2,045,000	0.1%
Scotland	103,258,769	5.5%
Other	569,871	0.0%
Totals	**1,888,997,710**	**100.0%**

Nominal rate (%)	**Outstanding principal balance**		**By number of mortgage Loans**	
	Amount (£)	**%**	**Number of loans**	**%**
<= 4.5%	662,811	0.1%	3	0.5%
4.5% to 5.0%	18,363	0.0%	1	0.2%
5.0% to 5.5%	59,377,445	12.5%	58	10.6%
5.5% to 6.0%	69,863,120	14.8%	71	13.0%
6.0% to 6.5%	102,247,559	21.6%	84	15.4%
6.5% to 7.0%	96,550,020	20.4%	103	18.8%
7.0% to 7.5%	93,571,722	19.8%	141	25.8%
7.5% to 8.0%	45,469,119	9.6%	65	11.9%
8.0% to 8.5%	4,568,155	1.0%	14	2.6%
8.5% to 9.0%	907,359	0.2%	4	0.7%
9.0% to 9.5%	-	0.0%	0	0.0%
9.5% to 10.0%	-	0.0%	0	0.0%
> 10.0%	1,213	0.0%	3	0.5%
Total	**473,236,886**	**100.0%**	**547**	**100.0%**
Min	4.00%			
Max	19.00%			
WA	6.56%			

DCSR	**Outstanding principal balance**		**By number of mortgage Loans**	
	Amount (£)	**%**	**Number of loans**	**%**
Owner Occupied - DSCR not applicable	-	0.0%	0	0.0%
Non rental income assessed (BTL)	-	0.0%	0	0.0%
< 0.75x	1,141,282	0.2%	2	0.4%
0.75x to 1.00x	3,666,991	0.8%	8	1.5%
1.00x to 1.25x	58,410,207	12.3%	73	13.3%
1.25x to 1.50x	89,875,209	19.0%	104	19.0%
1.50x to 1.75x	110,857,514	23.4%	117	21.4%
1.75x to 2.00x	61,128,757	12.9%	73	13.3%
2.00x to 2.25x	56,388,497	11.9%	58	10.6%
2.25x to 2.50x	19,725,600	4.2%	30	5.5%
2.50x to 2.75x	17,551,925	3.7%	19	3.5%
2.75x to 3.00x	13,175,873	2.8%	16	2.9%
> 3.00x	41,315,031	8.7%	47	8.6%
Totals	**473,236,886**	**100.0%**	**547**	**100.0%**
Min	0.5x			
Max	12.9x			
WA	1.9x			

Years to Maturity	**Outstanding principal balance**		**By number of mortgage Loans**	
	Amount (£)	**%**	**Number of loans**	**%**
<= 1	70,466,736	14.9%	114	20.8%
1 to 2	113,728,298	24.0%	132	24.1%
2 to 3	175,448,716	37.1%	163	29.8%
3 to 4	77,774,155	16.4%	92	16.8%
4 to 5	25,666,326	5.4%	29	5.3%
5 to 6	3,811,266	0.8%	9	1.6%

6 to 7	3,387,099	0.7%	4	0.7%
7 to 8	0	0.0%	0	0.0%
8 to 9	1,661,734	0.4%	3	0.5%
9 to 10	1,292,555	0.3%	1	0.2%
Total	**473,236,886**	**100.0%**	**547**	**100.0%**
Min	0.0			
Max	9.7			
WA	2.3			

Seasoning	**Outstanding principal balance**		**By number of Mortgage Loans**	
	Amount (£)	**%**	**Number of loans**	**%**
<= 6	22,951,857	4.8%	18	3.3%
6 to 12	23,838,468	5.0%	24	4.4%
12 to 18	19,211,960	4.1%	32	5.9%
18 to 24	114,384,853	24.2%	123	22.5%
24 to 30	133,621,844	28.2%	132	24.1%
30 to 36	82,746,761	17.5%	68	12.4%
36 to 48	39,684,638	8.4%	51	9.3%
48 to 60	13,387,345	2.8%	34	6.2%
> 60	23,409,160	4.9%	65	11.9%
Total	**473,236,886**	**100.0%**	**547**	**100.0%**
Min	0.8			
Max	233.1			
WA	28.6			

Year of Origination	**Outstanding principal balance**		**By number of mortgage Loans**	
	Amount (£)	**%**	**Number of loans**	**%**
2006	138,480	0.0%	7	1.3%
2007	92,046	0.0%	2	0.4%
2008	239,508	0.1%	5	0.9%
2009	-	0.0%	0	0.0%
2010	-	0.0%	0	0.0%
2011	1,189	0.0%	1	0.2%
2012	-	0.0%	0	0.0%
2013	-	0.0%	0	0.0%
2014	542,977	0.1%	2	0.4%
2015	418,276	0.1%	3	0.5%
2016	493,083	0.1%	5	0.9%
2017	2,681,772	0.6%	6	1.1%
2018	1,703,707	0.4%	9	1.6%
2019	11,674,485	2.5%	14	2.6%
2020	7,782,097	1.6%	18	3.3%
2021	19,764,371	4.2%	43	7.9%
2022	70,613,326	14.9%	66	12.1%
2023	250,522,889	52.9%	249	45.5%
2024	75,646,582	16.0%	89	16.3%
2025	30,922,099	6.5%	28	5.1%
Totals	**473,236,886**	**100.0%**	**547**	**100.0%**

Months in arrears	**Outstanding principal balance**		**By number of mortgage Loans**	
0	**Amount (£)**	**%**	**Number of loans**	**%**
Current	460,461,112	97.3%	536	98.0%
<= 1	12,775,775	2.7%	11	2.0%
1 to 2	-	0.0%	0	0.0%
> 2	-	0.0%	0	0.0%

Total	**473,236,886**	**100.0%**	**547**	**100.0%**

No. of previous CCJs	Outstanding principal balance		By number of mortgage Loans	
	Amount (£)	**%**	**Number of loans**	**%**
0	473,236,886	100.0%	547	100.0%
>0	-	0.0%	0	0.0%
Total	**473,236,886**	**100.0%**	**547**	**100.0%**

Historical and Other Information

Historical performance data in relation to Buy-to-Let mortgage loans originated by the Seller should not be considered to be a reliable indicator of future performance of the Loans and Overdrafts contained in the Portfolio and there can be no assurances as to the future performance of the Loans and Overdrafts contained in the Portfolio. This in turn may affect the ability of the Issuer to make payments on the Notes None of the Issuer, the Swap Provider, the Arranger, the Lead Manager, the Trustee or any of their respective agents has undertaken or will undertake any investigation or review of, or search to verify, the historical information in this section.

CHARACTERISTICS OF THE UNITED KINGDOM RESIDENTIAL MORTGAGE MARKET

The UK housing market is primarily one of owner-occupied housing, with the remainder in some form of public, private landlord or social ownership. The mortgage market, whereby loans are provided for the purchase of a property and secured on that property, is the primary source of household borrowings in the United Kingdom.

Set out in the following tables are certain characteristics of the United Kingdom mortgage market. No assurance can be given that the Loans in the Portfolio are or will be representative of the information set out in the tables or generally to the performance of the UK housing market. For information relating to the loans contained in the Provisional Portfolio (from which the Portfolio will be selected), see further the section entitled "*Characteristics of the Provisional Portfolio*".

Industry CPR rates

In the following tables, quarterly industry constant repayment rate ("**industry CPR**") data was calculated by dividing the amount of scheduled and unscheduled repayments of mortgages made by banks, building societies and other speciality lenders in a quarter by the quarterly balance of mortgages outstanding for banks and building societies in the United Kingdom. These quarterly repayment rates were then annualised using standard methodology.

Quarter	Industry CPR Rate for the Quarter (per cent.)	12-month rolling average (per cent.)
March 2005	17.12%	20.57%
June 2005	19.58%	19.90%
September 2005	22.63%	19.77%
December 2005	22.78%	20.53%
March 2006	20.54%	21.38%
June 2006	22.20%	22.04%
September 2006	23.13%	22.16%
December 2006	22.84%	22.18%
March 2007	21.36%	22.38%
June 2007	22.51%	22.46%
September 2007	22.72%	22.36%
December 2007	20.63%	21.81%
March 2008	18.73%	21.15%
June 2008	19.21%	20.32%
September 2008	17.31%	18.97%
December 2008	13.82%	17.27%
March 2009	11.08%	15.36%
June 2009	10.34%	13.14%
September 2009	11.29%	11.63%
December 2009	11.20%	10.98%
March 2010	9.70%	10.63%
June 2010	10.70%	10.72%
September 2010	11.17%	10.69%
December 2010	10.85%	10.60%
March 2011	9.88%	10.65%
June 2011	10.49%	10.60%
September 2011	11.80%	10.75%
December 2011	11.26%	10.86%
March 2012	10.41%	10.99%
June 2012	10.66%	11.03%
September 2012	11.00%	10.83%
December 2012	11.25%	10.83%
March 2013	10.90%	10.95%
June 2013	12.50%	11.41%
September 2013	14.11%	12.19%
December 2013	14.50%	13.00%
March 2014	13.20%	13.58%
June 2014	13.92%	13.93%
September 2014	14.85%	14.12%
December 2014	14.52%	14.12%
March 2015	13.20%	14.12%

Quarter	Industry CPR Rate for the Quarter (per cent.)	12-month rolling average (per cent.)
June 2015	14.27%	14.21%
September 2015	15.48%	14.37%
December 2015	15.71%	14.67%
March 2016	15.44%	15.23%
June 2016	15.13%	15.44%
September 2016	15.95%	15.56%
December 2016	15.47%	15.50%
March 2017	14.99%	15.39%
June 2017	14.89%	15.33%
September 2017	16.15%	15.38%
December 2017	16.42%	15.61%
March 2018	15.25%	15.68%
June 2018	15.39%	15.80%
Sept 2018	16.85%	15.98%
Dec 2018	16.39%	15.97%
March 2019	14.80%	15.86%
June 2019	14.64%	15.67%
Sept 2019	15.36%	15.30%
Dec 2019	15.59%	15.09%
March 2020	14.46%	15.01%
June 2020	11.19%	14.15%
Sept 2020	12.95%	13.55%
Dec 2020	14.62%	13.31%
March 2021	15.54%	13.58%
June 2021	15.57%	14.67%
Sept 2021	14.38%	15.03%
Dec 2021	14.68%	15.05%
March 2022	14.49%	14.78%
June 2022	15.07%	14.65%
Sept 2022	15.93%	15.04%
Dec 2022	16.93%	15.60%
March 2023	14.18%	15.53%
June 2023	12.95%	15.00%
Sept 2023	14.39%	14.61%
Dec 2023	13.11%	13.66%
Mar 2024	12.79%	13.31%
Jun 2024	13.10%	13.35%
Sep 2024	13.29%	13.07%
Dec 2024	13.79%	13.24%
Mar 2025	13.66%	13.46%
Jun 2025	12.03%	13.19%
Sep 2025	14.65%	13.53%

Source of repayment and outstanding mortgage information: UK Finance

Repossession Rate

The table below sets out the repossession rate of residential properties in the United Kingdom since 1985.

Year	Repossessions (per cent)
1985	0.25%
1986	0.30%
1987	0.32%
1988	0.22%
1989	0.17%
1990	0.47%
1991	0.77%
1992	0.69%
1993	0.58%
1994	0.47%
1995	0.47%

Year	Repossessions (per cent)
1996	0.40%
1997	0.40%
1998	0.30%
1999	0.27%
2000	0.20%
2001	0.16%
2002	0.11%
2003	0.07%
2004	0.07%
2005	0.12%
2006	0.18%
2007	0.22%
2008	0.34%
2009	0.43%
2010	0.34%
2011	0.33%
2012	0.30%
2013	0.26%
2014	0.19%
2015	0.09%
2016	0.07%
2017	0.07%
2018	0.06%
2019	0.07%
2020	0.02%
2021	0.02%
2022	0.04%
2023	0.04%
2024	0.06%

Source: UK Finance

House Price to Earnings Ratio

The following table shows the ratio for each year of the average annual value of houses compared to the average annual salary in the United Kingdom. The average annual earnings figures are constructed using the annual survey of hours and earnings figures published by the Office for National Statistics referring to weekly earnings in April of each year for those male employees whose earnings were not affected by their absence from work. While this is indicative of housing affordability, it does not take into account the fact that the majority of households have more than one income to support a mortgage loan.

Year	House price to Earnings Ratio
2000	5.07
2001	5.22
2002	5.87
2003	6.58
2004	7.05
2005	7.24
2006	7.45
2007	7.80
2008	7.19
2009	6.57
2010	6.79
2011	6.53
2012	6.47
2013	6.57
2014	7.01
2015	7.27
2016	7.59
2017	7.75
2018	7.77
2019	7.59
2020	7.67
2021	7.83
2022	8.05

Year	House price to Earnings Ratio
2023	7.55
2024	7.26

Source: UK Finance

House Price Index

UK residential property prices can be measured by, among other indexes, the non-seasonally adjusted Nationwide House Price Index (a national house price index that is derived from Nationwide lending data for properties at the post survey approval stage). Nationwide is a UK building society.

The UK housing market has been through various economic cycles in the recent past, with year-to-year increases in the Nationwide House Price Index occurring in the late 1990s to the late 2000s and decreases occurring in the early 1990s and from 2008 to 2012.

	Retail Price Index		Nationwide House Price Index	
Quarter	Index	% annual change	Index	% annual change
March 1991	130.8	8.64%	108.8	
June 1991	133.6	6.03%	110.6	
September 1991	134.2	4.76%	109.5	
December 1991	135.5	4.15%	107.0	
March 1992	136.2	4.13%	104.1	-4.33%
June 1992	139.1	4.12%	105.1	-4.97%
September 1992	139.0	3.58%	104.2	-4.85%
December 1992	139.6	3.03%	100.1	-6.46%
March 1993	138.7	1.84%	100.0	-3.94%
June 1993	140.9	1.29%	103.6	-1.41%
September 1993	141.3	1.65%	103.2	-0.95%
December 1993	141.8	1.58%	101.8	1.76%
March 1994	142.0	2.38%	102.4	2.39%
June 1994	144.5	2.56%	102.5	-1.07%
September 1994	144.6	2.34%	103.2	-0.03%
December 1994	145.5	2.61%	104.0	2.08%
March 1995	146.8	3.38%	101.9	-0.47%
June 1995	149.5	3.46%	103.0	0.53%
September 1995	149.9	3.67%	102.4	-0.77%
December 1995	150.1	3.16%	101.6	-2.27%
March 1996	150.9	2.79%	102.5	0.55%
June 1996	152.8	2.21%	105.8	2.71%
September 1996	153.1	2.13%	107.7	5.21%
December 1996	154.0	2.60%	110.1	8.32%
March 1997	154.9	2.65%	111.3	8.65%
June 1997	156.9	2.68%	116.5	10.13%
September 1997	158.4	3.46%	121.2	12.49%
December 1997	159.7	3.70%	123.3	12.07%
March 1998	160.2	3.42%	125.5	12.71%
June 1998	163.2	4.02%	130.1	11.68%
September 1998	163.7	3.35%	132.4	9.24%
December 1998	164.4	2.94%	132.3	7.25%
March 1999	163.7	2.18%	134.6	7.27%
June 1999	165.5	1.41%	139.7	7.34%
September 1999	165.6	1.16%	144.4	9.03%
December 1999	166.8	1.46%	148.9	12.55%
March 2000	167.5	2.32%	155.0	15.15%
June 2000	170.6	3.08%	162.0	15.99%
September 2000	170.9	3.20%	161.5	11.85%
December 2000	172.0	3.12%	162.8	9.37%
March 2001	171.8	2.57%	167.5	8.08%
June 2001	173.9	1.93%	174.8	7.93%
September 2001	174.0	1.81%	181.6	12.50%
December 2001	173.8	1.05%	184.6	13.36%
March 2002	173.9	1.22%	190.2	13.55%

	Retail Price Index		Nationwide House Price Index	
Quarter	**Index**	**% annual change**	**Index**	**% annual change**
June 2002	176.0	1.21%	206.5	18.10%
September 2002	176.6	1.49%	221.1	21.73%
December 2002	178.2	2.53%	231.3	25.30%
March 2003	179.2	3.05%	239.3	25.78%
June 2003	181.3	3.01%	250.1	21.14%
September 2003	181.8	2.94%	258.9	17.08%
December 2003	182.9	2.64%	267.1	15.49%
March 2004	183.8	2.57%	277.3	15.92%
June 2004	186.3	2.76%	296.2	18.41%
September 2004	187.4	3.08%	306.2	18.28%
December 2004	189.2	3.44%	304.1	13.86%
March 2005	189.7	3.21%	304.8	9.90%
June 2005	191.9	3.01%	314.2	6.08%
September 2005	192.6	2.77%	314.4	2.70%
December 2005	193.7	2.38%	314.0	3.23%
March 2006	194.2	2.37%	319.8	4.93%
June 2006	197.6	2.97%	329.2	4.79%
September 2006	199.3	3.48%	336.1	6.87%
December 2006	201.4	3.98%	343.2	9.33%
March 2007	203.0	4.53%	350.2	9.50%
June 2007	206.3	4.40%	362.7	10.16%
September 2007	207.1	3.91%	367.3	9.30%
December 2007	209.8	4.17%	367.0	6.91%
March 2008	211.1	3.99%	357.8	2.17%
June 2008	215.3	4.36%	348.1	-4.01%
September 2008	217.4	4.97%	329.5	-10.29%
December 2008	215.5	2.72%	312.9	-14.75%
March 2009	210.9	-0.09%	298.7	-16.53%
June 2009	212.6	-1.25%	307.3	-11.72%
September 2009	214.4	-1.38%	319.5	-3.04%
December 2009	216.9	0.65%	323.4	3.37%
March 2010	219.3	3.98%	324.9	8.80%
June 2010	223.5	5.13%	336.6	9.51%
September 2010	224.5	4.71%	333.9	4.49%
December 2010	227.0	4.66%	325.1	0.53%
March 2011	230.9	5.29%	323.9	-0.31%
June 2011	234.9	5.10%	332.7	-1.16%
September 2011	236.2	5.21%	332.3	-0.45%
December 2011	238.6	5.11%	328.7	1.11%
March 2012	239.6	3.77%	324.6	0.21%
June 2012	242.2	3.11%	329.1	-1.08%
September 2012	243.1	2.92%	327.0	-1.61%
December 2012	246.0	3.10%	325.0	-1.13%
March 2013	247.4	3.26%	325.3	0.21%
June 2013	249.7	3.10%	333.7	1.42%
September 2013	250.9	3.21%	341.0	4.28%
December 2013	252.5	2.64%	348.0	7.07%
March 2014	253.9	2.63%	355.3	9.24%
June 2014	256.0	2.52%	372.1	11.51%
September 2014	256.9	2.39%	376.7	10.47%
December 2014	257.4	1.94%	377.0	8.34%
March 2015	256.4	0.98%	376.2	5.86%
June 2015	258.5	0.98%	387.5	4.14%
September 2015	259.3	0.93%	390.5	3.67%
December 2015	260.0	1.01%	393.1	4.26%
March 2016	260.0	1.40%	396.1	5.30%
June 2016	262.2	1.43%	407.4	5.14%
September 2016	264.2	1.89%	411.6	5.42%
December 2016	265.8	2.23%	410.8	4.51%
March 2017	267.7	2.96%	412.3	4.08%
June 2017	271.5	3.55%	418.9	2.81%
September 2017	274.2	3.79%	422.3	2.58%
December 2017	276.4	3.99%	421.8	2.67%

	Retail Price Index		Nationwide House Price Index	
Quarter	**Index**	**% annual change**	**Index**	**% annual change**
March 2018	277.5	3.66%	422.5	2.48%
June 2018	280.6	3.35%	428.1	2.19%
September 2018	283.3	3.32%	431.1	2.09%
December 2018	284.9	3.08%	427.3	1.30%
March 2019	284.4	2.49%	424.3	0.43%
June 2019	289.0	2.99%	430.7	0.62%
September 2019	290.7	2.61%	432.5	0.33%
December 2019	291.1	2.18%	430.7	0.82%
March 2020	291.7	2.57%	434.7	2.45%
June 2020	292.5	1.21%	439.1	1.96%
September 2020	293.9	1.10%	447.5	3.47%
December 2020	294.4	1.13%	458.5	6.43%
March 2021	295.8	1.41%	462.1	6.30%
June 2021	302.3	3.35%	484.2	10.26%
September 2021	307.2	4.53%	493.8	10.34%
December 2021	314.7	6.90%	504.9	10.14%
March 2022	320.5	8.35%	520.2	12.57%
June 2022	337.2	11.54%	539.5	11.43%
September 2022	345.3	12.40%	544.9	10.34%
December 2022	358.3	13.85%	529.0	4.77%
March 2023	364.0	13.57%	514.9	-1.02%
June 2023	374.8	11.15%	522.6	-3.13%
September 2023	376.4	9.01%	519.0	-4.74%
December 2023	378.0	5.50%	517.0	-2.28%
March 2024	380.7	4.59%	520.2	1.04%
June 2024	386.2	3.04%	528.7	1.15%
September 2024	388.7	3.27%	531.9	2.48%
December 2024	391.2	3.49%	535.7	3.61%
March 2025	393.7	3.41%	540.3	3.86%
June 2025	403.2	4.40%	544.1	2.92%
September 2025	406.7	4.63%	544.2	2.32%

Source: Office for National Statistics and Nationwide Building Society respectively

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SUMMARY OF THE KEY TRANSACTION DOCUMENTS

Mortgage Sale Agreement

Closing Date Portfolio

Under the Mortgage Sale Agreement, on the Closing Date, the Seller will contract to sell and assign to the Issuer with full title guarantee, or in the case of Scottish Loans, with absolute warrandice, the Portfolio and Related Security, as at the Closing Date. In respect of the English Loans and the Overdrafts, the assignment will be an unnotified legal assignment which initially takes effect in equity.

In respect of the Scottish Loans, the Scottish Property and the Scottish Related Security, the Mortgage Sale Agreement provides for the sale and transfer of the beneficial interest in such Loans and their Related Security to be effected by each Scottish Declaration of Trust to be granted by the Seller in favour of the Issuer on each Scottish Trust Date, and references in this Prospectus to "**beneficial title**" are to be read as references to the beneficial interest of a beneficiary under a declaration of trust.

The sale of the Portfolio on the Closing Date includes (i) any existing Drawing under an Unarranged Overdraft and any existing Drawing under an Unauthorised Overdraft and (ii) any future Drawing under an Unarranged Overdraft and any future Drawing under an Unauthorised Overdraft, in respect of (ii), by any Borrower which is part of a Borrower Group with other Linked Loans in the Portfolio, after the Cut-off Date, noting that, if there is a Drawing by a Borrower in respect of an Overdraft following the end of the Replenishment Period, the Seller will be required or permitted to repurchase the relevant Overdraft, together with all Linked Loans in the same Borrower Group) (see "*Repurchase by the Seller*" below for further details).

In respect of any Authorised Overdrafts in the Portfolio as at the Closing Date, the sale under the Mortgage Sale Agreement will be in respect of (i) the Principal Balance of that Authorised Overdraft as at the Cut-off Date and (ii) any Undrawn Amount outstanding in respect of that Authorised Overdraft as at the Cut-off Date. The sale of an Authorised Overdraft on the Closing Date will not include any Authorised Overdraft Extensions made in respect of that Authorised Overdraft after the Cut-off Date, but such amounts will subsequently be sold to the Issuer during the Replenishment Period, subject to certain conditions set out in the Mortgage Sale Agreement (see "*Replenishment Period*" below).

The sale of a Loan on the Closing Date will not include any Further Advances made in respect of that Loan after the Cut-off Date, but such amounts will subsequently be sold to the Issuer during the Replenishment Period), subject to the terms of the Mortgage Sale Agreement (see "*Replenishment Period*" below).

In each case, the transfer of legal title to the Loans, the Overdrafts and their Related Security may not occur or, if it does occur, will not occur until a later date, as described further in the section entitled "*Title to the Mortgages, Registration and Notifications*" below.

Replenishment Period

The Replenishment Period commences on (but excludes) the Closing Date and will terminate upon the earlier of (i) the date falling on 18 December 2027 (the "**Scheduled Replenishment Period End Date**"), (ii) the date on which an Enforcement Notice is delivered and (iii) the first date on which any Call Option is exercised (the "**Replenishment Period End Date**").

Following the Closing Date and during the Replenishment Period, the Issuer will purchase New Loans, Further Advances, New Authorised Overdrafts and Authorised Overdraft Extensions into the Portfolio where those New Loans or Further Advances are advanced or New Authorised Overdrafts or Authorised Overdraft Extensions provided, respectively, after the Cut-off Date, to Borrowers in a Borrower Group which has other Linked Loans in the Portfolio on the relevant Sale Date. Any such New Loans, Further Advances, New Authorised Overdrafts and Authorised Overdraft Extensions advanced or provided, as applicable, during the period from (but excluding) the Cut-off Date to (and including) the Closing Date will be sold to the Issuer on the first Business Day following the Closing Date.

The sale of a New Loan during the Replenishment Period will not include any Further Advances made in respect of that New Loan after the Sale Date, but such amounts will subsequently be sold to the Issuer during the Replenishment Period, subject to and in accordance with the terms of the Mortgage Sale Agreement, including satisfaction of applicable Loan Warranties and Eligibility Criteria. In respect of any New Authorised Overdraft or Authorised Overdraft Extension sold into the Portfolio during the Replenishment Period, the sale will be in respect of (i) the Principal Balance of that New Authorised Overdraft or Authorised Overdraft Extension, if applicable, as at the relevant Sale Date and (ii) any Undrawn Amount outstanding in respect of that New Authorised Overdraft or Authorised Overdraft Extension. The sale of a New Authorised Overdraft during the Replenishment Period will not include any Authorised Overdraft Extensions made in respect of that New Authorised Overdraft after the relevant Sale Date, but such amounts will subsequently be sold to the Issuer during the Replenishment Period, subject to and in accordance with the terms of the Mortgage Sale Agreement, including satisfaction of applicable Overdraft Warranties and Eligibility Criteria.

Under the Servicing Agreement, if a New Loan, Further Advance, New Authorised Overdraft or Authorised Overdraft Extension is to be granted, the Servicer shall notify each of the Seller, the Issuer and the Trustee as soon as reasonably practicable and, in any event, no later than the date on which such New Loan, Further Advance, New Authorised Overdraft or Authorised Overdraft Extension is to be advanced or provided, as applicable. If such New Loan, Further Advance, New Authorised Overdraft or Authorised Overdraft Extension is to be made after the Cut-off Date and prior to the end of the Replenishment Period, the Seller will deliver a notice to the Issuer, with a copy to the Trustee and the Servicer and that New Loan, Further Advance, New Authorised Overdraft or Authorised Overdraft Extension will be purchased by the Issuer on the date on which such New Loan or Further Advance is advanced or New Authorised Overdraft or Authorised Overdraft Extension is provided, respectively, or, where such New Loan or Further Advance is advanced or New Authorised Overdraft or Authorised Overdraft Extension is provided following the Cut-off Date and on or prior to the Closing Date, on the date falling 1 Business Day after the Closing Date, subject to and in accordance with the Mortgage Sale Agreement.

The Legal Title Holder and the Servicer will undertake with the Seller, the Issuer and the Trustee that it will not offer to any Borrower nor will it agree to any request from any Borrower for a New Loan, a Further Advance in relation to a Loan, New Authorised Overdraft or an Authorised Overdraft Extension in relation to an Authorised Overdraft during the Replenishment Period unless the New Loan, Further Advance, New Authorised Overdraft or Authorised Overdraft in question can be made in accordance with the applicable Seller's Policies and in accordance with Applicable Laws.

Product Switches

The Servicer shall, if applicable, consider and administer each application from a Borrower for a Product Switch in respect of a Loan in the Portfolio in accordance with the Mortgage Conditions and subject to certain conditions set out in the Servicing Agreement. During the Replenishment Period, Loans which are subject to Product Switches will be reacquired by the Seller in order that the relevant Product Switch can be implemented (a "**Product Switch Reacquisition**") and such Loans will subsequently be reacquired by the Issuer, once the relevant Product Switch has been completed (a "**Product Switch Resale**"). As for New Loans, Further Advances, New Authorised Overdrafts and Authorised Overdraft Extensions, a Product Switch Resale to the Issuer by the Seller is subject to satisfaction of the Loan Warranties on the applicable Sale Date and subject to the satisfaction of the applicable Eligibility Criteria.

Where a Loan is to be the subject of a Product Switch, the Product Switch Reacquisition and the Product Switch Resale will take place, in respect of that Loan, on the same Business Day (the "**Product Switch Date**"). The purchase price payable by the Seller in respect of a Product Switch Reacquisition and the purchase price payable by the Issuer in respect of a Product Switch Resale will be, in each case, an amount equal to the Principal Balance in respect of the relevant Loan as at the Product Switch Date plus any accrued but unpaid interest in respect thereof, as at the relevant Product Switch Date. The purchase price payable by the Seller and the Issuer on a Product Switch Date in respect of a Product Switch Loan shall be paid on a net settled basis on that Product Switch Date.

If a Product Switch Resale would cause a breach of the Eligibility Criteria, and that breach is either (i) not capable of remedy or (ii) is capable of remedy but has not, prior to the applicable Remedy Date,

been remedied, that Loan (together with any other Linked Loans in respect of the same Borrower Group) must be repurchased by the Seller on or prior to the Repurchase Date (see "*Repurchase by the Seller*" below). Product Switch Resales are also subject to satisfaction of applicable Loan Warranties (see section headed "*Representations and Warranties*" below).

The consideration due to the Seller in respect of the sale of the Portfolio shall be:

(a) in respect of the Initial Portfolio, the Initial Consideration, which is due and payable on the Closing Date;

(b) in respect of each Authorised Overdraft purchased by the Issuer on the Closing Date and which includes an Undrawn Amount, and each New Loan, Further Advance, New Authorised Overdraft or Authorised Overdraft Extension purchased by the Issuer following the Closing Date and during the Replenishment Period, the Subsequent Purchase Price, which is due and payable from amounts available to the Issuer to be drawn under the Wet Funding Facility or, if and to the extent not paid by the Issuer on the relevant Sale Date or the relevant Drawing Date, as applicable, from amounts drawn under the Wet Funding Facility (where applicable) from Available Principal Receipts applied subject to and in accordance with the Pre-Enforcement Principal Priority of Payments or, following the delivery of an Enforcement Notice, subject to and in accordance with the Post-Enforcement Priority of Payments. Where the Issuer has purchased an Authorised Overdraft (including a New Authorised Overdraft) or Authorised Overdraft Extension which includes an Undrawn Amount which is above £0 as at the relevant Sale Date, the Subsequent Purchase Price in respect of the Undrawn Amount will only be payable from amounts available to the Issuer to be drawn under the Wet Funding Facility (or if and to the extent not paid by the Issuer on the relevant Sale Date or the relevant Drawing Date, as applicable, from amounts drawn under the Wet Funding Facility (where applicable) from Available Principal Receipts applied subject to and in accordance with the Pre-Enforcement Principal Priority of Payments on the Interest Payment Dates following any Drawing of that Undrawn Amount or, following the delivery of an Enforcement Notice, subject to and in accordance with the Post-Enforcement Priority of Payments) and such deferred Subsequent Purchase Price shall be calculated by reference to the additional Principal Balance in respect of each relevant Drawing made after the relevant Sale Date;

(c) in respect of each Drawing under an Unarranged Overdraft, after the Cut-off Date and during the Replenishment Period; the Subsequent Purchase Price, which is due and payable on a net settled basis (i.e., to be netted against the obligation of the Seller to make a payment to the Issuer on the date of the relevant Drawing in respect of the Collection corresponding to the fee paid by the relevant Borrower with the amount drawn under the relevant Drawing) from Revenue Receipts to be applied outside of the Pre-Enforcement Revenue Priority of Payments on the date on which such Drawing is made;

(d) in respect of each Drawing under an Unauthorised Overdraft, after the Cut-off Date, the Subsequent Purchase Price, which is due and payable from amounts available to the Issuer to be drawn under the Wet Funding Facility or, if and to the extent not paid by the Issuer on the relevant Drawing Date from amounts drawn under the Wet Funding Facility, from Available Principal Receipts applied subject to and in accordance with the Pre-Enforcement Principal Priority of Payments or, following the delivery of an Enforcement Notice, subject to and in accordance with the Post-Enforcement Priority of Payments;

(e) the deferred consideration consisting of the Residual Payments payable pursuant to the applicable Priority of Payments, the right to such Residual Payments being represented by the Certificates to be issued by the Issuer and delivered to, or at the direction of, the Seller on the Closing Date;

(f) the deferred consideration in an amount equal to all amounts of Early Repayment Charges received from Borrowers in respect of Loans in the Portfolio, which is due and payable to the Seller under the terms of the Mortgage Sale Agreement on the Business Day on which such amounts are received in the Collection Account and which is expected to be paid, outside of the Priority of Payments, subject to and in accordance with the Mortgage Sale Agreement and

the Cash Management Agreement on a net settlement basis against Collections required to be paid to the Issuer on (or on the Business Day following) that date.

Any Subsequent Purchase Price payable and any Residual Payments payable pursuant to the Certificates will be paid, where applicable, in accordance with the priority of payments, as set out in the section headed "*Cashflows – Application of Available Revenue Receipts prior to the delivery of an Enforcement Notice on the Issuer*", "*Cashflows – Application of Available Principal Receipts prior to the delivery of an Enforcement Notice on the Issuer*", "*Cashflows – Distributions following the delivery of an Enforcement Notice on the Issuer*" and "*Cashflows – Application of Amounts drawn under the Wet Funding Facility*" below, as applicable.

If, on an Interest Payment Date:

(a) an amount of Subsequent Purchase Price becomes due and payable and is not and will not be paid by the applicable Purchase Price Deadline, that Subsequent Purchase Price will be paid on a net settled basis against any amount of Repurchase Price payable by the Seller on the Repurchase Date in respect of the relevant Loan and/or Overdraft; or

(b) a repayment under the Wet Funding Facility becomes due and payable and is not and will not be paid by the applicable Wet Funding Repayment Deadline, any such amount which is due and payable under the Wet Funding Facility will be paid on a net settled basis against any amount of Repurchase Price payable by the Seller on the Repurchase Date in respect of the relevant Loan and/or Overdraft,

and the remainder shall be paid from amounts available for the purpose under the applicable Priority of Payments.

If there is any Drawing in respect of all or part of any Undrawn Amount after the Cut-off Date but on or prior to the Closing Date, the Subsequent Purchase Price in respect of that Drawing will be paid on the first Business Day following the Closing Date (and in an amount equal to the amount of the Drawing made on that date) from amounts available to the Issuer for that purpose under the Wet Funding Facility.

Unless entitled to retain any such amounts in accordance with the terms of the Transaction Documents, the Seller shall transfer to the Issuer within two Business Days of the Closing Date an amount equal to all Collections received on the Loans and Overdrafts in the Initial Portfolio from (and including) the Cut-Off Date to (but excluding) the Closing Date.

Title to the Mortgages, the Overdrafts, Registration and Notifications

The completion of the transfer, or, in the case of the Scottish Loans and their Related Security, assignation, of the Loans, the Overdrafts and their Related Security (and, where appropriate, their registration or recording) to the Issuer is deferred and legal title to the Loans, the Overdrafts and their Related Security shall remain with the Legal Title Holder until the occurrence of a Perfection Event. Notice of the sale of the Loans, the Overdrafts and their Related Security to the Issuer will not be given to any Borrower until the occurrence of a Perfection Event.

The completion of the assignment (or, in respect of Scottish Loans, the assignation) to the Issuer of legal title to the Loans and their Related Security comprised in the Portfolio will be completed by or on behalf of the Legal Title Holder on or before the 20th Business Day after any of the following Perfection Events occurs:

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

(b) the occurrence of an Insolvency Event in relation to the Seller;

(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 Trustee, in jeopardy;

(d) it becoming unlawful in any applicable jurisdiction for the Seller, in its capacity as Legal Title Holder, to hold legal title in respect of the Loans, Overdrafts and/or Related Security in the Portfolio;

(e) the Seller requiring the perfection of legal title by giving notice in writing to the Issuer and the Trustee;

(f) the Seller failing to pay to the Issuer any amounts due and payable for the account of the Issuer under the Transaction Documents and such failure continuing unremedied for longer than the remedy period permitted by the relevant Transaction Documents;

(g) the occurrence of a Severe Deterioration Event in relation to the Seller; or

(h) the occurrence of a Servicer Termination Event or a Voluntary Termination unless as at the relevant date of termination any substitute servicer is a member of the Cynergy Bank plc group.

(each of the events set out in paragraphs (a) to (h) inclusive being a "**Perfection Event**").

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 composition or arrangement with its creditors (whether including, without limitation, by way of voluntary arrangement, scheme of arrangement, restructuring plan under Part 26A of the Companies Act 2006 or otherwise)); 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 (or other security holder) 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 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 the 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.

Following a Perfection Event, notice of the legal assignments and assignations will be given to the Borrowers and the Issuer and the Legal Title Holder will take steps to register and record such legal assignments and assignations at the Land Registry or Registers of Scotland (as applicable).

Save for Title Deeds held at the relevant Land Registry or Registers of Scotland (as the case may be), all the Title Deeds and the mortgage files and computer tapes relating to each of the Loans, the Overdrafts and their Related Security are held by the Servicer (on behalf of the Legal Title Holder) or its solicitors or agents and the Title Deeds are held in dematerialised form or are returned to the Borrower's solicitors. In relation to the Title Deeds held at the Registers of Scotland in respect of

Properties title to which is recorded in the General Register of Sasines, such Title Deeds are held on the basis that they (other than the dematerialised copies of the Title Deeds) shall be returned to the Servicer or its solicitors or agents. Neither the 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.

Conditions to Sale

The sale of Loans, the Overdrafts and their Related Security to the Issuer will be subject to various conditions being satisfied on the Closing Date or the relevant Sale Date.

Representations and Warranties

On the Closing Date, the following loan warranties described below (the "**Loan Warranties**") will be given to the Issuer by the Seller, in relation to the Loans and their Related Security in the Initial Portfolio, in each case as of the Closing Date. The Loan Warranties will also be given to the Issuer by the Seller, in relation to any New Loan, Further Advance or Product Switch Loan (and its Related Security) purchased by the Issuer following the Closing Date, during the Replenishment Period, in each case as of the relevant Sale Date.

For the avoidance of doubt, for the purposes of the below representations and warranties, a reference to a "Loan" shall include a Product Switch Loan, New Loan and a Further Advance under a Loan and a reference to an "Authorised Overdraft" shall include an Authorised Overdraft Extension and a New Authorised Overdraft, in each case sold to the Issuer on the Closing Date or, during the Replenishment Period, on the relevant Sale Date, as applicable.

a) The Loan or Authorised Overdraft, as applicable, has been originated in accordance with the Lending Criteria subject to exceptions made on a case-by-case basis as would be acceptable to a Reasonable, Prudent Mortgage Lender.

b) Immediately prior to the sale of the Loan or Authorised Overdraft, as applicable, to the Issuer pursuant to the Mortgage Sale Agreement, the Seller is the absolute beneficial and legal owner of the Loan or Authorised Overdraft, as applicable and its Related Security (to the extent such Related Security has not previously been sold to the Issuer pursuant to the Mortgage Sale Agreement and subject to registration or recording at the Land Registry or the Registers of Scotland (as the case may be) of the Seller as proprietor or heritable creditor of the relevant Mortgage) and the Loan or Authorised Overdraft, as applicable and its Related Security are sold free from an encumbrance (but subject to the relevant Borrower's equity of redemption).

c) If the title relating to the Loan, Authorised Overdraft or Property is registered at the Land Registry of England and Wales or application for first registration has been made in respect of the same at the Land Registry, and subject to completion of any registration which may be pending at the Land Registry in relation to an English Mortgage, 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 or charge by the registered proprietor of such Property shall be registered without the written consent of the Seller.

d) The relevant Loan or Authorised Overdraft, as applicable, is denominated in, and all amounts in respect of such Loan or Authorised Overdraft, as applicable, are payable in, pounds sterling and may not be changed by the relevant Borrower to any other currency.

e) The (i) Loan is governed by English law or Scots law or (ii) Authorised Overdraft is governed by English law, as applicable.

f) The Seller originated the Loan or Authorised Overdraft, as applicable, and its Related Security for its own account and has not previously sold, transferred or otherwise disposed of the legal or beneficial interest in the Loan or Authorised Overdraft, as applicable, or its Related Security.

g) The terms and conditions upon which the Loan or Authorised Overdraft, as applicable, and its Related Security has been granted and which apply to the Loan or Authorised Overdraft, as applicable, and its Related Security with respect to that Loan or Authorised Overdraft, as applicable, are all in the same

form as the Standard Documentation in all material respects and provided that any modification or variation thereto was made in accordance with the Seller's Policies and would have been acceptable to a Reasonable, Prudent Mortgage Lender. Nothing has been done to materially add to, lessen, modify or otherwise vary the express terms of those documents other than in accordance with any regulatory direction or Applicable Laws, the applicable policies of the Seller or Servicer, as applicable, and the Mortgage Conditions.

h) Subject to completion of any registration or recording of a Mortgage which may be pending (which the Legal Title Holder shall use all reasonable endeavours to complete) any Mortgage in respect of the Loan or Authorised Overdraft, as applicable, (other than the Second Lien Mortgage) constitutes a first valid and subsisting first ranking legal mortgage or standard security (as applicable) and secures in priority to all other mortgages or standard securities all monies owing under the Loan or Authorised Overdraft, as applicable. The Second Lien Mortgage constitutes a valid and subsisting second ranking legal mortgage and secured all monies owing under the relevant Loan.

i) The Legal Title Holder has calculated and applied interest, fees and charges on the Loan or Authorised Overdraft, as applicable, in accordance with the Mortgage Conditions (save in cases where payment concessions or arrangements to pay have been negotiated with the Borrower in the ordinary course of servicing of the Loan or Authorised Overdraft, as applicable, in a manner that would be acceptable to a Reasonable, Prudent Mortgage Lender or where forbearance arrangements have been entered into where required as a result of compliance with any applicable laws, regulations, guidance, decrees or orders of, or correspondence from or agreements with, any governmental, state or other authority having jurisdiction over the Seller) and all Applicable Laws.

j) Other than where required by Applicable Laws, the Legal Title Holder has not entered into any arrangement with any Borrower the effect of which would restrict the ability of the Issuer to determine the rates of interest in relation to the Loan or Authorised Overdraft, as applicable, in accordance with the Mortgage Conditions or restrict the ability of the Issuer to enforce the terms of the Loan or Authorised Overdraft, as applicable, and its Related Security. No payment of interest or principal due at any time after the relevant origination date with respect to that Loan or Authorised Overdraft, as applicable, has been waived by the Legal Title Holder (save in cases where payment concessions or arrangements to pay have been negotiated with the Borrower in the ordinary course of servicing of the Loan or Authorised Overdraft, as applicable, in a manner that would be acceptable to a Reasonable, Prudent Mortgage Lender or where forbearance arrangements have been entered into where required as a result of compliance with any applicable laws, regulations, guidance, decrees or orders of, or correspondence from or agreements with, any governmental, state or other authority having jurisdiction over the Seller).

k) No payment protection insurance policy or other bundled or packaged insurance policy in respect of the Loan or Authorised Overdraft, as applicable, has been sold by the Seller and the Seller has not made the Loan or Authorised Overdraft, as applicable, for the purposes of funding any payment protection insurance.

l) Each Loan was underwritten as a residential buy-to-let, commercial property buy-to-let or mixed use (residential buy-to-let and commercial property buy-to-let) loan and, to the best of the Seller's knowledge and belief as at the time of origination, any Property securing the relevant Loan or Authorised Overdraft, as applicable, was, if let or sublet at the time, let or sublet (i) by way of an assured shorthold tenancy which meets the requirements of Section 19A or Section 20 of the Housing Act 1988, or, in relation to a Scottish Property, (if the relevant tenancy was created before 01 December 2017) by way of a short assured tenancy that meets the requirements of Section 32 of the Housing (Scotland) Act 1988 or a private residential tenancy in terms of the Private Housing (Tenancies) (Scotland) Act 2016 (as applicable) or (ii) on such other terms as would have been satisfactory to a Reasonable, Prudent Mortgage Lender.

m) Prior to entering into the Loan the Seller instructed or required to be instructed on its behalf, solicitors or licensed or qualified conveyancers to carry out all investigations, searches and other actions and enquiries which a Reasonable, Prudent Mortgage Lender would customarily have undertaken or instructed its solicitor or licensed or qualified conveyancers to undertake and received a report on title or certificate of title which, either initially or after further investigation, revealed no matter which would have caused a Reasonable, Prudent Mortgage Lender to decline to provide the Loan.

n) Prior to entering into the Loan (i) a bankruptcy search was carried out in respect of a Borrower who was an individual, and (ii) a solvency search was carried out in respect of a Borrower who was an

incorporated entity, and in each case no undischarged bankruptcy, inhibition or insolvency, or other equivalent circumstance, as applicable was revealed.

o) In respect of a Property located in England or Wales, if the Property is not registered, the Borrower has a good and marketable title to the fee simple absolute in possession or a term of years absolute in the relevant Property or other good freehold state (if freehold) or a term of years absolute (if leasehold) free from any encumbrance (save for the Mortgage) which would affect such title.

p) In respect of a Property located in England or Wales, if the Property is registered, it has been or is in the course of registration with title absolute in the case of freehold property or absolute or good leasehold title in the case of leasehold property or possessory title in the case of freehold or leasehold title where such possessory title has been taken into account by the Valuer in the valuation of the Property.

q) In respect of a Property located in Scotland, the Borrower has a valid and marketable heritable or registered long lease title to the Property without exclusion or limitation of warranty or indemnity (unless such exclusion or limitation of warranty or indemnity has been taken into account by the Valuer of the Property) and free from any encumbrance which would materially affect such a title.

r) In relation to any leasehold Property, in any case where the Seller has received written notice from the relevant landlord that it is or may be taking reasonable steps to forfeit or (in respect of leasehold property in Scotland) irritate the lease of that Property, the Seller has taken such reasonable steps (if any) and in such time as would be taken by a Reasonable, Prudent Mortgage Servicer to protect its security and the Loan.

s) In relation to each Mortgage other than a Scottish Mortgage, secured over a leasehold Property:

(i) the lease cannot be forfeited on the bankruptcy or insolvency of the tenant; and

(ii) any requisite consent of the landlord to, or notice to the landlord of, the creation of the security has been obtained or given.

t) In relation to each Scottish Mortgage, secured over a long leasehold Property:

(i) any requisite consent of the landlord to, or notice to the landlord of, the creation of the security has been obtained or given; and

(ii) the terms of the lease would, at the time of origination, have been acceptable to a Reasonable, Prudent Mortgage Lender.

u) Since the creation of each Loan or Authorised Overdraft, as applicable, accounts, books and records showing all transactions, payments, receipts, proceedings and notices relating to arrears or arrangements relating to that Loan or Authorised Overdraft, as applicable, and which are material with regards to the entry into, performance, validity, administration and enforceability of such Loan or Authorised Overdraft, as applicable, have been kept and all such accounts, books and records are up to date in all material respects and in the possession of the relevant Seller or held to its order.

v) At the time security was first taken in respect of a Property (and, if required under the Seller's Policies, at the time of a refinancing), a Valuation Report in respect of the relevant Property was provided by a Valuer.

w) Other than a Loan or Authorised Overdraft, as applicable, advanced to a Borrower that is not an individual, none of the property consists of or includes any "stock" or "marketable securities" within the meaning of section 125 Finance Act 2003, "chargeable securities" for the purposes of section 99 Finance Act 1986 or a "chargeable interest" for the purposes of section 48 Finance Act 2003, section 4 of the Land and Buildings Transaction Tax (Scotland) Act 2013 or section 4 of the Land Transaction Tax and Anti-avoidance of Devolved Taxes (Wales) Act 2017, and no Loan or Authorised Overdraft, as applicable, advanced to a Borrower that is not an individual consists of or includes any "chargeable securities" for the purposes of section 99 Finance Act 1986 or a "chargeable interest" for the purposes of section 48 Finance Act 2003, section 4 of the Land and Buildings Transaction Tax (Scotland) Act 2013 or section 4 of the Land Transaction Tax and Anti-avoidance of Devolved Taxes (Wales) Act 2017 and each such Loan or Authorised Overdraft, as applicable, is one or both of:

(i) a "debenture" which is not a "marketable security" for the purposes of paragraph 25 of Schedule 13 Finance Act 1999; and/or

(ii) "exempt loan capital" (that is, loan capital that is exempt from stamp duty on transfer under Section 79(4) Finance Act 1986).

x) No registration or filings in respect of the sale of Loan or Authorised Overdraft, as applicable, is required other than the delivery of a Perfection Notice and any other perfection actions which would be required under the Transaction Documents only on or following the occurrence of a Perfection Event.

y) Payments due from the Borrower are not subject to deduction or withholding on account of tax imposed by the laws of England and Wales or Scotland (as applicable).

z) Each Borrower has been instructed to make amounts available to meet payments in respect of its Loan and/or Authorised Overdraft, as applicable by such amounts being deposited in or otherwise made available in the current account of that Borrower held with Cynergy Bank Plc in connection with the relevant Loan and/or Authorised Overdraft, as applicable.

aa) As far as the Seller is aware, no fraud or misrepresentation has been perpetrated by the relevant Borrower.

bb) The Seller has not released, waived or acquiesced in any breach of its rights under or in relation to the Loan or Authorised Overdraft, as applicable, other than in connection with a refinancing of that Loan or Authorised Overdraft, as applicable, by the relevant Borrower (or in connection with the refinancing of one or more Linked Loans in the same Borrower Group), and in connection with the Seller's Policies and as would have been acceptable to a Reasonable, Prudent Mortgage Servicer.

cc) Where security is granted over a Property in connection with any Loan or Authorised Overdraft, (i) the Borrower's solicitors have given an undertaking that it will submit an application to the Land Registry or the Registers of Scotland (as applicable) for registration of the related Mortgage, together with registration dues and confirmation that they have paid any relevant stamp duty land tax, land and buildings transaction tax or land transaction tax that is due to register all security taken by the Seller over the relevant Property, (ii) such application has been or will be made in proper form and within any priority period conferred by an official search against the relevant title and is being pursued with all due diligence on behalf of the Seller by a solicitor or licensed conveyancer; and (iii) the Seller has an absolute right to be registered or recorded as proprietor of the relevant Property as mortgagee of the relevant Property and there is nothing (including that there is no condition, caution, notice, inhibition or restriction or other entry) to prevent such registration being effected or completed in due course.

dd) As far as the Seller is aware, the valuation undertaken on its behalf in respect of the underlying Property was not negligently or fraudulently prepared.

ee) The Seller has not agreed to waive any of its rights against any Valuer, solicitor, licensed or qualified conveyancer or other professional who provided information, carried our work or gave advice in connection with the Loan or Authorised Overdraft.

ff) The Title Deeds and the Loan Files with respect to the Loan or Authorised Overdraft, as applicable, are currently in the possession or under the control of the Seller (including that they may be lodged with the Land Registry or the Registers of Scotland, as applicable), save for those Title Deeds held or being dealt with by the solicitors in accordance with the Seller's instructions.

gg) The Mortgage is secured (subject to completion of the registration) on a freehold, heritable, leasehold or long lease residential, commercial or mixed-use property which is situated in England, Wales or Scotland.

hh) As far as the Seller is aware, no report on title or certificate of title in respect of the Loan or, if applicable, Authorised Overdraft, was negligently or fraudulently provided.

ii) No lien or right of set-off, compensation or counterclaim has been created or arisen or now exists between the Legal Title Holder and any Borrower which would entitle such Borrower to reduce the amount of any payment otherwise due under the Loan or Authorised Overdraft, as applicable.

jj) The Loan or Authorised Overdraft, as applicable, has been originated and administered in all material respects in accordance with all Applicable Laws as in force at the relevant time.

kk) The Seller or its agent (including, without limitation, its solicitors or licensed or qualified conveyancers) has in connection with the Loan or Authorised Overdraft, as applicable, carried out the identification and other procedures required under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and the Guidance for the UK financial sector issued by the Joint Money Laundering Steering Group.

ll) All steps necessary to perfect the Issuer's beneficial title to the Loan or Authorised Overdraft, as applicable have been duly taken at the appropriate time or are in the process of being taken.

mm) The Seller has and has held at all relevant times all necessary authorisations, consents, licences and permissions in order to originate the Loan or Authorised Overdraft, as applicable.

nn) The Loan or Authorised Overdraft, as applicable, is not in whole or in part a Regulated Mortgage Contract (as defined in article 61 of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001)) or a regulated credit agreement (as defined in article 60B of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001)) or any other agreement regulated or partly regulated or treated as such).

oo) No agreement for any Loan or Authorised Overdraft, as applicable is or includes a consumer buy-to-let mortgage contract (as defined in section 4(1) of The Mortgage Credit Directive Order 2015).

pp) The Loan or Authorised Overdraft, as applicable was provided in the ordinary course of the lending activities of the Seller.

qq) With the exception of certain fees being added to the aggregate balance of the Loan, if applicable, the original advance being made under the Loan was more than £25,001 but less than £7 million as at the relevant date of origination.

rr) In respect of each Loan in the Initial Portfolio sold to the Issuer on the Closing Date, at least one Instalment due in respect of the Loan has been paid by the relevant Borrower.

ss) The Mortgage Conditions for the Loan do not permit Payment Holidays.

tt) The Seller has not received written notice or is aware of any litigation or claim which may have a material adverse effect on the Seller's title to the Loan or Authorised Overdraft, as applicable or its Related Security.

uu) So far as the Seller is aware, neither the Seller nor its agents have received written notice of any litigation, claim, dispute or complaint (in each case, subsisting, threatened or pending) in respect of any Borrower, Loan, Authorised Overdraft or Related Security and (if adversely determined) would have a material adverse effect on amounts recoverable in relation to the Loan or Authorised Overdraft, if applicable, excluding any claim which has been determined by a court or, based on written legal advice, is frivolous or vexatious or has no reasonable prospect of success.

vv) The Loan or Authorised Overdraft, as applicable, is not an Arrears Loan or an Arrears Overdraft, as applicable, as at the Cut-Off Date in respect of Loans or Authorised Overdrafts sold on the Closing Date or as at the relevant Sale Date, in respect of Loans or Authorised Overdrafts sold after the Closing Date and during the Replenishment Period.

ww) None of the Borrowers in respect of the Loan were, at the application date in respect of the relevant Loan subject to any county court or sheriff court judgments in the six (6) years before the date of the application or subject to a IVA/bankruptcy at any time.

xx) The particulars of the Loan and Authorised Overdrafts as set out in Exhibit 1 (*The Portfolio*) of the Mortgage Sale Agreement or included in the relevant Loan Sale Notice or Scottish Declaration of Trust, as applicable, were complete, true and accurate in respect of the data fields described in the Mortgage Sale Agreement as at the Cut-Off Date (in respect of the Portfolio purchased by the Issuer on the Closing Date)

or as at the Sale Date in respect of Loans or Authorised Overdrafts purchased by the Issuer after the Closing Date and during the Replenishment Period, as applicable.

yy) Each Loan or Authorised Overdraft, as applicable, has a term ending no later than 18 December 2038.

zz) The Mortgage Conditions for the Loan do not require the Legal Title Holder to agree to any Further Advance, "port" or Product Switch.

aaa) All of the Borrowers are

(i) individuals and were aged 18 years or older as at the date of execution of the Loan,

(ii) UK incorporated registered limited companies,

(iii) UK registered limited liability partnerships, or

(iv) UK registered public limited companies.

bbb) In the case of each Mortgage provided to a UK incorporated registered limited company, such Mortgage has been duly registered at Companies House or will be so registered within the applicable time limit.

ccc) No act or circumstance has occurred which will adversely affect any Third Party Buildings Policy or Legal Title Holder Insurance Policies (if any) or entitle the insurers to refuse payment or reduce the amount payable.

ddd) Each Borrower is required pursuant to the Mortgage Conditions in respect of the relevant Loan to obtain insurance in respect of the related Property for the full reinstatement value thereof.

eee) No Borrower is an employee of the relevant Seller or any Affiliate.

fff) Each Borrower's obligations under the Loan or Authorised Overdraft, as applicable, are legal, valid, binding and enforceable except that enforceability may be limited by (i) the bankruptcy or insolvency of, or the commencement of voluntary or involuntary insolvency procedures by or in the name of the Borrower, (ii) bankruptcy or insolvency laws of general application (including in relation to the enforcement of creditor's rights generally) and (iii) the court's discretion in relation to the granting or enforcement of an order for possession or in relation to equitable or other discretionary remedies.

ggg) The Loan or Authorised Overdraft, as applicable, is not a Self-Certified Mortgage Loan.

hhh) No Loan or Authorised Overdraft, as applicable, constitutes a securitisation position (as defined in the UK Securitisation Framework and the EU Securitisation Regulation).

iii) The Loan or Authorised Overdraft, as applicable, has been serviced in all material respects in accordance with the applicable Seller's Policies since the Cut-off Date or, if later, the date of origination, subject to exceptions which would have been acceptable to a Reasonable, Prudent Mortgage Servicer.

On the Closing Date, the warranties above which are expressed to be made in relation to Authorised Overdrafts (the "**Overdraft Warranties**") will be given to the Issuer by the Seller, in relation to the Authorised Overdrafts in the Initial Portfolio, in each case as of the Closing Date. The Overdraft Warranties will also be given to the Issuer by the Seller, in relation to any New Authorised Overdraft or Authorised Overdraft Extension purchased by the Issuer following the Closing Date, during the Replenishment Period, in each case as of the relevant Sale Date.

Neither the Trustee nor the Lead Manager 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 Trustee pursuant to the Mortgage Sale Agreement.

Set-off Indemnity

The Seller will indemnify the Issuer under the Mortgage Sale Agreement for an amount equal to any loss suffered by the Issuer as a direct result of the exercise by any Borrower of a right of set-off in respect of any debt owed by the Seller to that Borrower against the amount owing by that Borrower to the Seller under a Loan or Authorised Overdraft as a result of the Borrower having (i) an amount standing to the credit of one or more bank accounts held with the Seller in excess of the FSCS Limit; and (ii) exercised that right of set-off against the Seller (the "**Set-off Indemnity**").

The Seller will be required, pursuant to the terms of the Mortgage Sale Agreement, to provide collateral in respect of its obligations under the Set-off Indemnity on and from the Closing Date, in the form of the Set-off Collateral. That Set-off Collateral (and any interest and/or distributions earned thereon) will be credited to the Set-off Collateral Account and the Seller will grant security in favour of the Issuer in respect of amounts standing to the credit of the Set-off Collateral Account pursuant to the Set-off Collateral Security Agreement. Upon the occurrence of a Set-off Reserve Fund Event, the Seller is required, pursuant to the terms of the Mortgage Sale Agreement, to transfer the Set-off Reserve Fund Delivery Amount to the Issuer. The Issuer (or the Cash Manager on its behalf) will apply the Set-off Reserve Fund Delivery Amount (i) to fund the Set-off Reserve Fund and (ii) if applicable, as Available Principal Receipts or Available Revenue Receipts, as applicable if and to the extent of any Set-off Indemnity Shortfall. The Seller will be permitted to withdraw amounts standing to the credit of the Set-off Collateral Account (i) to deliver amounts to the Issuer either in payment of a Set-off Indemnity Amount or the Set-off Reserve Fund Delivery Amount or (ii) if the balance standing to the credit of the Set-off Collateral Account exceeds the Set-off Collateral Minimum Amount as at the relevant date. Following the occurrence of a Set-off Reserve Fund Event, amounts standing to the credit of the Set-off Reserve Fund may be applied by the Cash Manager in accordance with the terms of the Cash Management Agreement and, where applicable, the applicable Priority of Payments, including being applied as Available Principal Receipts or Available Revenue Receipts, as applicable, in the event of a Set-off Indemnity Shortfall.

The Set-off Collateral Account has been opened in the name of the Seller and will be held at a financial institution which satisfies the Account Bank Minimum Rating. If the institution at which the Set-off Collateral Account is held ceases to have the Account Bank Minimum Ratings, the Seller will be required to, either (i) transfer of the funds standing to the credit of the existing Set-off Collateral Account to a financial institution having all the Account Bank Minimum Ratings and procure that security is granted in respect of such replacement account on substantially the terms of the Set-off Collateral Security Agreement; or (ii) take any other reasonable action as the Rating Agencies may confirm in a Rating Agency Confirmation will not result in a downgrade of the Rated Notes.

See "*Cashflows – Set-off Collateral*" below for further information.

Eligibility Criteria

In addition to the Loan Warranties and Overdraft Warranties, the sale by the Seller and the purchase by the Issuer of any New Loan, Further Advance, New Authorised Overdraft, Authorised Overdraft Extension or Product Switch on any date following the Closing Date and during the Replenishment Period (such date being a "**Sale Date**") will be subject to satisfaction of the following eligibility criteria (the "**Eligibility Criteria**") on the relevant Sale Date, as applicable:

(a) In respect of any Loan (including a New Loan or Product Switch Loan) or Further Advance or any Authorised Overdraft (including a New Authorised Overdraft or Authorised Overdraft Extension) the relevant Loan or Authorised Overdraft (including the Further Advance or Authorised Overdraft Extension, if applicable) has either (i) a post-swap margin of no less than 1.75 % (in respect of any Loan which is a Fixed Rate Loan) or (ii) a margin of no less than 1.75% above the then current Bank of England base rate (in respect of any Loan which is a Tracker Rate Loan and any Authorised Overdraft), provided that, the "post-swap margin" for the purposes of this Eligibility Criterion shall be calculated by reference to the fixed rate of the Loan or Further Advance minus the weighted average fixed rate under all relevant Swap Transactions as at the relevant time (the weighted average being determined, if applicable, based on the notional amount in respect of the relevant Swap Transactions);

(b) In respect of any Loan (including a New Loan or Product Switch Loan) or Further Advance, or any Authorised Overdraft (including a New Authorised Overdraft or Authorised Overdraft

Extension) where the relevant Loan or Authorised Overdraft is (i) a Fixed Rate Loan, the Fixed Rate Loans comprised in the Portfolio (including the relevant Loan and any other Fixed Rate Loans (or parts thereof) to be purchased by the Issuer on the same Sale Date)) must have a weighted average post-swap margin of no less than 2.25%; and (ii) a Tracker Rate Loan or an Authorised Overdraft, the Tracker Rate Loans and Authorised Overdrafts comprised in the Portfolio (including the relevant Loan or Authorised Overdraft and any other Tracker Rate Loans and Authorised Overdrafts (or parts thereof) to be purchased by the Issuer on the same Sale Date)) must have a weighted average margin of no less than 2.25% above the then current Bank of England base rate), provided that, the "post-swap margin" for the purposes of this Eligibility Criterion shall be calculated by reference to the weighted average fixed rate for the Fixed Rate Loans minus the weighted average fixed rate under all Swap Transactions as at the relevant time (the weighted average being determined, based on the Principal Balance of the relevant Fixed Rate Loans or the notional amount in respect of the Swap Transactions, as applicable);

(c) In respect of a Loan (including a New Loan or Product Switch Loan) or Further Advance advanced to a Borrower in a Borrower Group and in respect of an Authorised Overdraft (including a New Authorised Overdraft or Authorised Overdraft Extension) provided to a Borrower in a Borrower Group, the Group LTV in respect of the Linked Loans in the relevant Borrower Group as at the Sale Date (and including, for the purpose of calculating the Group LTV, that Loan or Authorised Overdraft, as applicable and any other Loan (including a New Loan or Product Switch Loan), Further Advance, Authorised Overdraft (including a New Authorised Overdraft) and/or Authorised Overdraft Extension in that Borrower Group to be sold to the Issuer on that Sale Date), is less than 70%;

(d) In respect of a Loan (including a New Loan or Product Switch Loan) or Further Advance advanced to a Borrower in a Borrower Group and in respect of an Authorised Overdraft (including a New Authorised Overdraft or Authorised Overdraft Extension) provided to a Borrower in a Borrower Group, the Portfolio LTV as at the Sale Date (and including the LTV of that Loan or Authorised Overdraft, as applicable and any other Loan (including a New Loan or Product Switch Loan), Further Advance and/or Authorised Overdraft (including a New Authorised Overdraft or Authorised Overdraft Extension) in that Borrower Group to be sold to the Issuer on that Sale Date), is less than 60%;

(e) The amount standing to the credit of the Liquidity Reserve Fund Ledger is equal to the Liquidity Reserve Fund Required Amount;

(f) In respect of any Loan (including a New Loan or Product Switch Loan) or Further Advance which is a Fixed Rate Loan, the Issuer has entered into (or shall enter into) one or more additional Swap Transactions substantially in the same form as the Swap Transaction entered into by the Issuer on or about the Closing Date or agree an amendment or amendments to any existing Swap Transaction or Swap Transactions, as applicable, subject, in each case, to agreement between the Issuer acting in conjunction with the Seller and the Swap Provider in respect of the fixed rate applicable in respect of such new or amended Swap Transactions, where the notional amount of such new or amended Swap Transaction(s) shall be an amount equal to the Principal Balance of such Fixed Rate Loan (assuming a 10% constant prepayment rate and 0% defaults and delinquencies) on the Sale Date;

(g) In respect of a Loan (including a New Loan or any Product Switch Loan), Further Advance, Authorised Overdraft (including a New Authorised Overdraft or an Authorised Overdraft Extension), the Borrower had no Adverse Credit Features as at the date on which that Loan was approved, other than such Adverse Credit Features as have been accepted by the Seller or the Servicer, as applicable, in each case in accordance with the relevant Seller's Policies and Lending Criteria and provided the Seller and Servicer have, in accepting such Adverse Credit Features, acted in accordance with the standards of a Reasonable, Prudent Mortgage Lender or a Reasonable, Prudent Mortgage Servicer, as applicable;

(h) In respect of a Loan (including a New Loan but excluding any Product Switch Loan), Further Advance, Authorised Overdraft (including a New Authorised Overdraft or an Authorised Overdraft Extension), no Linked Loan in the same Borrower Group is an Arrears Loan or an

Arrears Overdraft as at the date on which that Loan or Further Advance or Authorised Overdraft, as applicable, was approved;

(i) In respect of a Loan (including a New Loan or Product Switch Loan) or Further Advance, the ICR in respect of the relevant Loan as at the Sale Date is greater than 125%;

(j) In respect of a Loan (including a New Loan or Product Switch Loan) or Further Advance advanced to a Borrower in a Borrower Group and in respect of an Authorised Overdraft (including a New Authorised Overdraft or Authorised Overdraft Extension) provided to a Borrower in a Borrower Group, the Maximum Group Exposure in respect of the relevant Borrower Group as at the Sale Date (including, for the avoidance of doubt the relevant Loan(s) or Overdraft(s) (or part(s) thereof) to be sold on that Sale Date) is less than £15,000,000;

(k) In respect of a Loan (including a New Loan or Product Switch Loan) or Further Advance advanced to a Borrower and in respect of an Authorised Overdraft (including a New Authorised Overdraft or Authorised Overdraft Extension) provided to a Borrower, the Maximum Borrower Exposure in respect of the relevant Borrower as at the Sale Date (including, for the avoidance of doubt the relevant Loan(s) or Overdraft(s) (or part(s) thereof) to be sold on that Sale Date) is less than £7,000,000;

(l) In respect of an Authorised Overdraft (including a New Authorised Overdraft or Authorised Overdraft Extension) provided to a Borrower, the Total Overdraft Exposure as at the Sale Date (including, for the avoidance of doubt the relevant Overdraft(s) (or part(s) thereof) to be sold on that Sale Date) is less than £1,500,000;

(m) In respect of any Product Switch Loan, the Principal Balance in respect of that Product Switch Loan has not been adjusted or amended as a result of or in connection with the related Product Switch; and

(n) In respect of a Loan (including a New Loan or Product Switch Loan) or Further Advance advanced to a Borrower in a Borrower Group which is a Commercial Borrower Group and in respect of an Authorised Overdraft (including a New Authorised Overdraft or Authorised Overdraft Extension) provided to a Borrower in a Borrower Group which is a Commercial Borrower Group, either (i) the Group LTV in respect of the Linked Loans in the relevant Borrower Group as at the Sale Date (and including, for the purpose of calculating the Group LTV, that Loan or Authorised Overdraft, as applicable and any other Loan (including a New Loan or Product Switch Loan), Further Advance, Authorised Overdraft (including a New Authorised Overdraft) and/or Authorised Overdraft Extension in that Borrower Group to be sold to the Issuer on that Sale Date), is less than 60% or (ii) the Group ICR in respect of the relevant Loan as at the Sale Date is greater than 150%.

Repurchase by the Seller

The Seller will agree to be liable for the repurchase of a Loan and/or an Overdraft and their Related Security sold to the Issuer pursuant to the Mortgage Sale Agreement as described below:

(a) in respect of any Loan, if any Loan Warranty made by the Seller in relation to that Loan and/or its Related Security is breached as at the Closing Date or the Sale Date in respect of that Loan, as applicable, and that default has not been remedied in accordance with the Mortgage Sale Agreement where that breach has a material adverse effect on the value of the relevant Loan and/or its Related Security (unless the Seller has elected to indemnify the Issuer for any loss resulting from the breach), that Loan must be repurchased on or prior to the Repurchase Date (a "**Loan Warranty Breach Repurchase**"), provided that, where the Seller is required to pay to the Issuer a Set-off Indemnity Amount in respect of the relevant breach, the Seller will not be obliged to repurchase the relevant Loan, but will instead be required to pay to the Issuer the Set-off Indemnity Amount;

(b) in respect of any Authorised Overdraft, any Overdraft Warranty made by the Seller in relation to that Authorised Overdraft and/or its Related Security is breached as at the Closing Date or the Sale Date in respect of that Authorised Overdraft, as applicable, and that default has not been remedied in accordance with the Mortgage Sale Agreement where that breach has a

material adverse effect on the value of the relevant Authorised Overdraft and/or its Related Security (unless the Seller has elected to indemnify the Issuer for any loss resulting from the breach), that Authorised Overdraft must be repurchased on or prior to the Repurchase Date (an "**Overdraft Warranty Breach Repurchase**" and, together with a Loan Warranty Breach Repurchase, a "**Warranty Breach Repurchase**"), provided that, provided that, where the Seller is required to pay to the Issuer a Set-off Indemnity Amount in respect of the relevant breach, the Seller will not be obliged to repurchase the relevant Authorised Overdraft, but will instead be required to pay to the Issuer the Set-Off Indemnity Amount;

(c) in respect of any Loan (including any New Loan or Product Switch Loan), Further Advance or Authorised Overdraft (including any New Authorised Overdraft or Authorised Overdraft Extension) if the sale and purchase thereof on any Sale Date during the Replenishment Period would cause a breach of the Eligibility Criteria and that breach is either (i) not capable of remedy or (ii) is capable of remedy but has not, prior to the applicable Remedy Date, been remedied, the relevant Loan or Authorised Overdraft, as applicable, must be repurchased by the Seller on or prior to the Repurchase Date (an "**Eligibility Criteria Breach Repurchase**");

(d) in respect of any Loan (including any New Loan), Further Advance or Authorised Overdraft (including any New Authorised Overdraft or Authorised Overdraft Extension) purchased by the Issuer following the Closing Date and during the Replenishment Period, the amount drawn by the Issuer under the Wet Funding Facility in order to fund the Subsequent Purchase Price in respect of such Loan or Authorised Overdraft (or the relevant part thereof, as applicable) is not repaid to the Wet Funding Facility Provider from Available Principal Receipts applied in accordance with the Pre-Enforcement Principal Priority of Payments on or prior to the applicable Wet Funding Repayment Deadline the relevant Loan or Overdraft, as applicable, must be repurchased (a "**Wet Funding Repayment Deadline Breach Repurchase**");

(e) in respect of any Loan (including any New Loan), Further Advance or Authorised Overdraft (including any New Authorised Overdraft or Authorised Overdraft Extension) purchased by the Issuer following the Closing Date and during the Replenishment Period, the Subsequent Purchase Price in respect of such Loan or Authorised Overdraft (or the relevant part thereof, as applicable), if and to the extent not paid by the Issuer on the relevant Sale Date or the relevant Drawing Date, as applicable, from amounts drawn under the Wet Funding Facility, is not paid to the Seller from Available Principal Receipts applied in accordance with the Pre-Enforcement Principal Priority of Payments on or prior to the applicable Purchase Price Deadline the relevant Loan or Overdraft, as applicable, must be repurchased (a "**Purchase Price Deadline Breach Repurchase**");

(f) in respect of any Overdraft, a drawing is made by a Borrower thereunder which would constitute an Unauthorised Overdraft and such Unauthorised Overdraft is not repaid by the relevant Borrower by the second Interest Payment Date after the date on which such drawing was made the relevant Overdraft must be repurchased (an "**Unauthorised Overdraft Breach Repurchase**");

(g) upon the delivery of an Enforcement Notice or the exercise of a Call Option, in respect of any Authorised Overdraft which has an Undrawn Amount in excess of £0 and provided that the Servicer has not elected to cancel that Undrawn Amount within the next 30 Business Days, the relevant Loan or Overdraft, as applicable, must be repurchased (an "**Undrawn Amount Repurchase**");

(h) if there is a New Loan, Further Advance, New Authorised Overdraft, Authorised Overdraft Extension or Product Switch in respect of a Loan or a Drawing in respect of an Unarranged Overdraft (i) during the Replenishment Period which cannot be sold to the Issuer as it would not comply with the Loan Warranties or Overdraft Warranties (as applicable) or the applicable Eligibility Criteria or (ii) after the end of the Replenishment Period by a Borrower in a Borrower Group with other Linked Loans in the Portfolio, that New Loan, Further Advance, New Authorised Overdraft, Authorised Overdraft Extension, Product Switch Loan or Drawing will not be purchased (or repurchased, in the case of a Product Switch Loan) by the Issuer and all other Linked Loans in respect of that Borrower Group must (during the Replenishment Period) or may (after the Replenishment Period) be repurchased by the Seller (an "**Non-**

Eligible Origination Repurchase"). For the avoidance of doubt a Drawing in respect of an Undrawn Amount under an Authorised Overdraft which was sold to the Issuer on the Closing Date or during the Replenishment Period will not trigger a Non-Eligible Origination Repurchase; or

(i) in respect of any Loan or Overdraft, where the Seller is required to repurchase any other Loan and/or Overdraft which is a Linked Loan in the same Borrower Group as that Loan or Overdraft the relevant Loan or Overdraft, as applicable, must be repurchased other than, for the avoidance of doubt, where a Loan is required to be reacquired by the Seller in connection with a Product Switch during the Replenishment Period, in which case, all other Linked Loans in the same Borrower Group will remain in the Portfolio, unless otherwise required to be repurchased as described in items (a) to (g) (inclusive) above (a "**Linked Loan Repurchase**"),

each such Loan and/or Overdraft being a "**Repurchase Loan**".

In respect of any Repurchase Loan, the Seller will be required to repurchase such Repurchase Loan (together with any Related Security) following receipt by the Seller of a Loan Repurchase Notice requiring the Seller to repurchase and the Issuer to sell the relevant Loan and/or Overdraft (together with any Related Security) in accordance with the terms of the Mortgage Sale Agreement on or prior to the relevant Repurchase Date.

Any Loan in the Portfolio which will be the subject of a Product Switch during the Replenishment Period will also be reacquired by the Seller in connection in order that the relevant Product Switch can be implemented and such Loans can subsequently be reacquired by the Issuer, once the relevant Product Switch has been completed (see "*Replenishment Period*" above).

The Portfolio may also be reacquired by the Seller (or purchased by another party) pursuant to the exercise of a Call Option (see "*Deed Poll*" below).

Repurchase price

The consideration payable by the Seller in respect of the repurchase of any Repurchase Loan(s) and their Related Security (the "**Repurchase Price**") shall be equal to:

(a)

(i) for any Loan or Overdraft in the Initial Portfolio, in respect of a Warranty Breach Repurchase or a Linked Loan Repurchase in connection therewith, at any time, an amount equal to (1) the Principal Balance in respect of the relevant Loan(s) and/or Overdraft(s) as at the relevant Repurchase Date plus any accrued but unpaid interest in respect thereof, as at the relevant Repurchase Date; plus (2) the Interest Make Whole Amount; plus (3) any applicable Mark to Market Amount;

(ii) (A) for any Loan or Overdraft not in the Initial Portfolio, in respect of a Warranty Breach Repurchase, an Eligibility Criteria Breach Repurchase, a Wet Funding Repayment Deadline Breach Repurchase or a Purchase Price Deadline Breach Repurchase, (B) for an Unauthorised Overdraft Breach Repurchase, or for an Undrawn Amount Repurchase, or (C) for a Linked Loan Repurchase in connection therewith, at any time, an amount equal to (1) the Principal Balance in respect of the relevant Loan(s) and/or Overdraft(s) as at the relevant Repurchase Date plus any accrued but unpaid interest in respect thereof, as at the relevant Repurchase Date; plus, (2) any applicable Mark to Market Amount; plus (3) in respect of a Linked Loan Repurchase in connection with this paragraph (ii) during the Replenishment Period only, the Interest Make Whole Amount; or

(iii) in respect of a Non-Eligible Origination Repurchase, at any time, an amount equal (1) the Principal Balance in respect of the relevant Loan(s) and/or Overdraft(s) as at the relevant Repurchase Date plus any accrued but unpaid interest in respect thereof, as at the relevant Repurchase Date; plus, (2) any applicable Mark to Market Amount; plus (3) in respect of a Non-Eligible Origination Repurchase as described in this

paragraph (iii) during the Replenishment Period only, the Interest Make Whole Amount; *plus*

(b) in each case, the Issuer's, or as the case may be, the Trustee's costs and expenses (if any) associated with the transfer of such Repurchase Loan(s) and their Related Security to the Seller; *plus*

(c) in each case, any amount by which the Principal Balance of the Repurchase Loan(s) has been reduced as a result of the exercise of any set-off right which the relevant Borrower has against the Seller, other than where the Seller is required to pay a Set-off Indemnity Amount in respect of such set-off amount.

For the purposes of this section:

References to a Loan or an Overdraft being repurchased "during the Replenishment Period" shall be deemed to include to any repurchase which takes place after the Replenishment Period but where the requirement to repurchase arose during the Replenishment Period.

"**Interest Make Whole Amount**" means, (i) with respect to any Loan which is a Fixed Rate Loan, the aggregate amount of scheduled payments of interest on such Loan determined on the basis of the interest rate applicable to that Loan from (but excluding) the Repurchase Date in respect of that Loan, to (and including) the Scheduled Maturity Date in respect of that Loan, discounted using discount factors derived from the SONIA Market Curve on the Repurchase Date; and (ii) with respect to any Loan which is a Tracker Rate Loan, the aggregate amount of scheduled payments of interest on such Loan (determined on the basis of the market's expectation of forward interest rates derived from the SONIA Market Curve on the Repurchase Date plus the margin payable in respect of that Loan) for the period from (but excluding) the Repurchase Date in respect of that Loan, to (and including) the Scheduled Maturity Date in respect of that Loan, discounted using discount factors derived from the SONIA Market Curve on the Repurchase Date.

"**SONIA Market Curve**" means the observable interest rates on market standard instruments of differing maturities referencing SONIA as the underlying rate.

"**Mark to Market Amount**" means, with respect to one or more Fixed Rate Loans, where the proposed repurchase has resulted in the designation of an Early Termination Date (under and as such term is defined in the Swap Agreement) in respect of the part of any Swap Transaction corresponding to such repurchased Loan(s), a positive amount equal to any termination payment payable by the Issuer to the Swap Provider in relation to such Early Termination Date or a negative amount equal to any termination payment payable by the Swap Provider to the Issuer in relation to such Early Termination Date.

In respect of any Purchase Price Deadline Breach Repurchase, the Repurchase Price in respect of any Loan and/or Overdraft being repurchased as a result thereof which is due and payable by the Seller to the Issuer shall be paid on a net settled basis against the Subsequent Purchase Price which is then due and payable by the Issuer to the Seller in respect of that Loan and/or Overdraft. For the avoidance of doubt, payment on a net settled basis as described in this paragraph does not also apply in respect of Linked Loans in the same Borrower Group which are being repurchased as a result of a Linked Loan Repurchase.

The consideration payable in respect of any Loan in connection with a Product Switch Reacquisition and subsequent Product Switch Resale is described above in the section headed "*Product Switch*".

The consideration payable in respect of the purchase (or repurchase) of the Portfolio pursuant to the exercise of a Call Option is described below in the section headed "*Deed Poll*".

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 (other than those terms of the Mortgage Sale Agreement specific to the law of Scotland relating to the Scottish Loans and their Related Security will be construed

in accordance with Scots law, and each Scottish Declaration of Trust and Scottish Supplemental Charge will be governed by Scots law).

Servicing Agreement

Introduction

The services to be provided by the Servicer are set out in the Servicing Agreement, and may include any services incidental thereto as may be agreed to in writing by the Issuer, the Seller, the Trustee and the Servicer (the "**Services**").

On or about the Closing Date, the Servicer will be appointed by the Issuer and the Legal Title Holder including in its capacity as a trustee of the trust declared and created by each Scottish Trust to be its agent to service the Loans, the Overdrafts and their Related Security. The Servicer must comply with any proper directions and instructions that the Issuer or, following the Trustee notifying the Servicer that an Enforcement Notice has been served, the 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, the Overdrafts 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.

Services

The Servicer is required to administer the Portfolio as the agent of the Issuer (and following the delivery of an Enforcement Notice, the Trustee) under and in accordance with the terms of the Servicing Agreement.

The services and undertakings of the Servicer include *inter alia* the following;

(a) To provide the services set out in the Servicing Agreement in relation to the Loans, the Overdrafts and their Related Security purchased by the Issuer or, in respect of the Scottish Loans and their Related Security, held on trust pursuant to each Scottish Declaration of Trust (the "**Services**") in accordance with the terms and conditions of the Servicing Agreement, the Seller's Policies, the standards employed by a Reasonable, Prudent Mortgage Servicer and subject always to any requirement of law or regulation, and the Servicer shall not do any act or thing that may prejudice the interests of the Issuer in respect of any Loan, Overdraft or Related Security or permit any person other than the Issuer to have any interest in the Loans, the Overdrafts and their Related Security. The Servicer has and shall maintain all authorisations, applicable licences and approvals to perform the Services set out in the Servicing Agreement.

(b) If and when the Servicer is requested to confirm or state the capacity in which it is servicing the Loans, the Overdrafts, their Related Security and related matters pursuant to the Servicing Agreement by any Borrower or any third party (not being a party to the Servicing Agreement) and to whom the Servicer is obliged by law, regulation or any code of practice by which the Servicer is bound or by which it is customary for the Servicer to act in accordance with, to disclose such information, the Servicer shall confirm or state that it is acting in its capacity as servicer of the relevant Loans, the Overdrafts, their Related Security and related matters as agent for and on behalf of:

  (i) subject to (b)(ii) below, the Issuer on the terms and conditions of the Servicing Agreement and not on its own behalf; and

  (ii) where the Loans, the Overdrafts and their Related Security are held on trust by the Legal Title Holder under a Scottish Trust, for the Legal Title Holder in its capacity as trustee under a Scottish Trust for the benefit of the Issuer thereunder.

(c) The Servicer agrees that, in respect of any matter which would require the Issuer or the Legal Title Holder to liaise or in any other manner deal with the Borrowers (including, without limitation, notifying Borrowers of interest rates and payments due under the relevant Loans or Overdrafts from any Borrower, taking any necessary steps for the purposes of collecting or

recovering payments due from any Borrower in respect of any Loan or Overdraft and its Related Security and dealing with enquiries and requests from any Borrower or otherwise corresponding with any Borrower), such activities and services will be undertaken by the Servicer only, on behalf of the Issuer or the Seller (as the case may be).

(d) Notwithstanding anything to the contrary in the Servicing Agreement, the Servicer (acting on behalf of the Seller or the Issuer) shall not take or omit to take any action, including without limitation offering, making or authorising a Product Switch (as applicable) if such action or omission would result in the Issuer arranging or advising in respect of, administering or entering into a Regulated Mortgage Contract or agreeing to carry on any of these activities, if the Issuer would be required to be authorised under the FSMA to do so.

(e) The documentation and implementation of any agreed changes to the Services shall be in accordance with the terms of the Servicing Agreement.

(f) Other than with respect to any changes required to enable the Servicer to comply with Applicable Law, if the Issuer and the Servicer agree that the Servicer will change its services or modify the Services, the Issuer agrees subject to and in accordance with the terms of the Servicing Agreement, to pay the reasonable costs incurred by the Servicer in implementing the change following receipt of invoices providing reasonable detail of such costs to give effect to the new fee structure and service provision.

(g) The Servicer shall perform all other obligations and duties expressed to be undertaken by the Servicer (in its capacity as Servicer) in each of the other Transaction Documents to which it is a party at the times and in the manner expressly indicated in those Transaction Documents, consistent with the standards of a Reasonable, Prudent Mortgage Servicer and in accordance with Applicable Law.

(h) The Servicer will deal in the Legal Title Holder's name on behalf of the Issuer with all communications, administrative matters, collections and recovery of payments concerning Loans and the Overdrafts in the Portfolio from whatever source including, among others, applicants for Loans, Borrowers, solicitors, surveyors, Valuers, insurance companies and brokers, including, without limitation:

(i) notifying the relevant Borrowers of any change in their Instalments; and

(ii) providing a redemption statement upon the request of a Borrower's solicitor or licensed conveyancer.

(i) The Servicer shall take all reasonable steps, in accordance with the applicable Seller's Policies, to collect all sums due from Borrowers under or in connection with the Portfolio and shall use its reasonable endeavours to procure that the following receipts are promptly paid into the Collection Account:

(i) all Instalments, fees, charges and any other amounts received under or in connection with the Loans;

(ii) all amounts received on redemption of any of the Loans and all repayments of principal under the Loans;

(iii) any repayment made by the Borrower to reduce the amount then utilised under any Overdraft and any fees, charges and any other amounts received under or in connection therewith;

(iv) any amount received by or on behalf of the Issuer pursuant to any Third Party Buildings Policy or any Legal Title Holder Insurance Policy (if applicable), which will be paid into the relevant suspense account of the Seller prior to being paid into the Collection Account;

(v) all other amounts payable to the Servicer relating to the Portfolio; and

(vi) all interest earned on the Collection Account,

in each case, subject to any deductions and/or retentions from such amounts which are permitted to be made by the Servicer in accordance with the terms of the Transaction Documents, including in respect of any such amounts which are to be applied in the making of a payment under a Transaction Document on a net settled basis and the Servicer shall ensure that no other amounts are paid into the Collection Account.

(j) The Servicer may grant certain forbearance measures to Borrowers in arrears from time to time and take action in connection with or pursuant to any Restructuring in accordance with the then applicable Seller's Policies and Applicable Laws, including but not limited to, non-contractual payment holidays and the reduction, waiver, deferral or suspension of any Default Interest and/or Early Repayment Charges in respect of any Loan and/or Overdraft. An Arrears Loan may become a Restructured Loan and an Arrears Overdraft may become a Restructured Overdraft.

(k) In addition to agreeing to amendments and/or forbearance measures in connection with the transformation of an Arrears Loan or an Arrears Overdraft into a Restructured Loan or Restructured Overdraft, as the case may be, the Servicer may, when a Loan or Overdraft reaches maturity and prior to or in connection with a Borrower taking steps to refinance or redeem that Loan or Overdraft, on behalf of the Issuer (i) agree a short-term extension to maturity in order to allow the Borrower to refinance the relevant Loan or Overdraft, (ii) charge Default Interest (if the Servicer so elects and as further detailed below) during any such extension period and (iii) otherwise continue to service the Loan or Overdraft in accordance with the applicable Seller's Policies, during any such extension period.

The Servicer has agreed, under the Servicing Agreement that all aspects of the Seller's Policies related to the servicing of the Loans and Overdrafts in the Portfolio shall not be materially amended without the prior written consent of the Issuer and the Seller except where such amendment is (i) required by Applicable Law or (ii) consistent with the standard applicable to a Reasonable, Prudent Mortgage Servicer and in accordance with Applicable Law.

The Servicer has also undertaken to assist the Cash Manager, the Issuer and the Seller in preparing any form, report and/or template required to be provided by the Issuer in its capacity as the designated entity pursuant to SECN 6.3.1R(1), Article 7(2) of Chapter 2 of the PRA Securitisation Rules, in each case in a manner and form in compliance with all Applicable Laws and regulation, including but not limited to, SECN 6.3.1R(1) and Article 7(2) of Chapter 2 of the PRA Securitisation Rules and as contractually agreed in respect of Article 7(2) of the EU Securitisation Regulation (as in force on the Closing Date); and to provide all the relevant raw data and information relating to the Portfolio required by the Seller to produce the Servicer Report and each Loan Level Report as well as such information as it may have in its possession as may be necessary for the Seller to produce such reports.

Payments under the Swap Agreement

The Seller shall make any determinations required to be made by the Issuer under the Swap Agreement and notify the Servicer, the Cash Manager and the Swap Provider upon making such determinations.

Back-Up Servicer Facilitator

The Issuer will appoint the Back-Up Servicer Facilitator in accordance with the Servicing Agreement. If the Servicer's appointment is terminated, the Back-Up Servicer Facilitator shall use reasonable 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.

Application of Default Interest and Early Repayment Charges in respect of the Loans

Subject to the terms of the Servicing Agreement, each of the Issuer and the Seller grants the Servicer full right, liberty and authority from time to time, in accordance with the relevant Mortgage Conditions, to determine whether, and to what extent, Default Interest and/or Early Repayment Charges will be applied in respect of a Loan or Overdraft and to exercise discretion to waive, postpone and/or reduce any Default Interest and/or Early Repayment Charges which would otherwise be applicable in accordance with the relevant Mortgage Conditions. The Servicer will determine the

application of Default Interest and Early Repayment Charges in accordance with the relevant Mortgage Conditions and, to the extent any such charges are waived, postponed or reduced, in accordance with its then applicable Seller's Policies.

Cancellation of Undrawn Amounts

The Servicer may cancel Undrawn Amounts at any time in accordance with the terms and conditions applicable to the relevant Overdraft, including, without limitation, if an Enforcement Notice has been delivered, on the exercise of a Call Option or otherwise in accordance with the relevant Seller's Policies.

Operation of Collection Account

The Servicer will operate the Collection Account opened in the name of the Seller with the Collection Account Bank in accordance with the terms of the Servicing Agreement and the Collection Account Declaration of Trust (see "*The Collection Account Declaration of Trust*" below). Each Borrower is required to maintain a Linked Current Account in respect of its Loan(s) and, unless otherwise agreed with a Borrower, all payments and repayments in respect of a Borrower's Loan(s) and any charges relating to any such Loan(s) must be paid via direct transfer from that Borrower's Linked Current Account and Revenue Receipts and Principal Receipts arising in relation to the Loans will be paid into the Collection Account via a direct transfer from each relevant Borrower's Linked Current Account.

The Servicer will take all such other steps as are reasonably appropriate to ensure that all monies received from the Borrowers during banking hours on any particular day are credited on the next Business Day to the Issuer Transaction Account, in accordance with the requirements of the Transaction Documents.

The Servicer shall use its reasonable endeavours to credit Instalments and payments made by a Borrower (for the avoidance of doubt, which does not include any Structuring Fee, which is not sold to the Issuer and which the Servicer shall be entitled to retain as and when the relevant amount is paid by the Borrower) to the Issuer Transaction Account by 2 p.m. on the first Business Day following the day on which such amount is transferred into the Collection Account from the relevant Borrower's Linked Current Account.

The Servicer may elect to apply amounts drawn under an Unarranged Overdraft in the payment of certain fees in connection with a Loan. The Servicer will not procure that a drawing is made under an Unarranged Overdraft where such amounts would be applied in the payment of interest or the repayment of principal in respect of a Loan.

Reporting by the Servicer and the Seller

The Servicer undertakes to the Seller and the Issuer that it shall:

(a) supply to the Seller (with a copy to the Issuer) by no later than 3 Business Days prior to the Quarterly Servicer Report Date, all the relevant raw data and information relating to the Portfolio required by the Seller to produce each Servicer Report and each Loan Level Report in each case in accordance with the Servicing Agreement;

(b) provide such information as it has in its possession to the Seller as may be necessary for the Seller to prepare the relevant reports, as soon as reasonably practicable following a request from the Seller, but no later than 2 Business Days following a writing request from the Seller; and

(c) provide any information in its possession as may be requested by the Cash Manager for the purposes of preparing the relevant Investor Report provided that such request has been received in writing at least two Business Days prior to the Calculation Date.

The Seller shall prepare and deliver to the Issuer, the Trustee and the Cash Manager, the Loan Payment Report, the Servicer Report and each Loan Level Report by no later than the Quarterly Servicer Report Date.

The Seller shall also undertake to, among other things:

(a) provide or procure that the Servicer provides the loan level information to the Cash Manager for insertion in each Investor Report and otherwise reasonable assistance to the Cash Manager in the preparation of each Investor Report;

(a) prepare and deliver, subject to its reasonably and properly incurred costs being paid by the Issuer in accordance with the Servicing Agreement, to the Issuer, the Cash Manager and the Trustee or to such other person as directed by the Issuer from time to time, such other templates, data tapes or reports as requested by the Issuer from time to time for the purposes of complying with its regulatory obligations, including but not limited to (x) any Bank of England eligibility templates and (y) any rating agency templates or formats for the provision of data; and

(b) prepare the BoE Loan Level Reports using the templates published by the Bank of England and publish each BoE Loan Level Report on or around each Interest Payment Date.

Servicing Committee

The Servicer has agreed that it will, for so long as some of the Notes remain outstanding and the Certificates remain in issue and have not been cancelled, consult with the Portfolio Purchase Option Holder from time to time in connection with matters related to the servicing by the Servicer of the Portfolio. The Servicer has agreed that it will take reasonable steps to facilitate such consultation on a timely basis following a request by the Portfolio Purchase Option Holder. The Portfolio Purchase Option Holder shall be permitted to request a consultation with a commercially practicable frequency or in the event of a significant event which the Portfolio Purchase Option Holder determines (acting reasonably) is likely to have a material impact on the Servicing of the Portfolio by the Servicer. Such rights of the Portfolio Purchase Option Holder are rights of consultation and the Portfolio Purchase Option Holder shall not be entitled to give the Servicer instructions or directions in respect of the Portfolio or the servicing thereof.

Replacement of Collection Account Bank

Following the occurrence of an Insolvency Event of the Collection Account Bank, the Servicer shall, as directed by the Issuer and as agreed in writing by the Legal Title Holder, assist the Legal Title Holder in opening one or more replacement collection accounts in the name of the Legal Title Holder with a financial institution which: (i) is approved in writing by the Issuer and the Trustee; (ii) which is a bank as defined in Section 991 of the Income Tax Act 2007; and (iii) which is of a reputable standing, as soon as reasonably practicable.

In the event a replacement collection account is opened, the Servicer shall procure that (i) all Instalments made by a Borrower are made to such replacement collection account from the date on which the replacement collection account is opened (ii) all amounts standing to the credit of the Collection Account are transferred to the replacement collection account promptly after the replacement collection account is opened and (iii) the Legal Title Holder executes a new collection account declaration of trust on the same terms, *mutatis mutandis*, as the Collection Account Declaration of Trust in respect of such new collection account.

In addition, the Legal Title Holder may at any time transfer the Collection Account to any other financial institution without the consent of the Trustee **provided that** at such time such financial institution (i) is a bank as defined in Section 991 of the Income Tax Act 2007; and (ii) which is of a reputable standing, as soon as reasonably practicable and **provided that** the requirements set out in the paragraph immediately above have been fulfilled.

In the event that the existing ratings of the Collection Account Bank fall below the Collection Account Bank Ratings, the Legal Title Holder or the Servicer (on behalf of the Legal Title Holder) shall on behalf of, and at the sole cost and expense of, the Issuer, either:

(a) terminate the appointment of the Collection Account Bank in respect of the Portfolio and use commercially reasonable efforts to procure that the funds standing to the credit of the Collection Account in respect of the Collection Account Trust Property are promptly transferred from the Collection Account and placed on deposit on terms of business the same or substantially the same (*mutatis mutandis*) as those on which the Collection Account is operated with an institution:

(i) that maintains ratings at least equal to the Collection Account Bank Ratings;

(ii) that is a bank for the purposes of section 991 of the Income Tax Act 2007 and payments of interest (if any) are made in the ordinary course of its business within the meaning of section 878 of the Income Tax Act 2007; and

(iii) that is an institution authorised to carry on banking business including accepting deposits under the FSMA; or

(b) obtain a guarantee of the Collection Account Bank's obligations to operate the Collection Account in accordance with the applicable terms of business from an institution:

(i) that maintains ratings at least equal to the Collection Account Bank Ratings;

(ii) that is a bank for the purposes of section 991 of the Income Tax Act 2007 and payments of interest (if any) are made in the ordinary course of its business within the meaning of section 878 of the Income Tax Act 2007; and

(iii) that is an institution authorised to carry on banking business including accepting deposits under the FSMA,

in each case, within 60 calendar days of the date on which the Collection Account Bank ceases to have the Collection Account Bank Ratings, provided that such period can be extended for up to an additional 30 days if the Legal Title Holder or the Servicer (on behalf of the Legal Title Holder) provides the Trustee and the Rating Agencies with a written action plan before expiration of the initial 60 days period including the remedy steps taken and to be taken within such extended period.

Compensation of the Servicer

The Servicer receives fees under the terms of the Servicing Agreement. In consideration for providing Services other than carrying out certain duties and obligations set out in the Servicing Agreement, the Issuer shall pay to the Servicer:

(a) a fee of an amount equal to 0.30 per cent. per annum of the average of (i) (1) in respect of the period from (but excluding) the Cut-off Date, to (and including) the Closing Date, the aggregate of the Principal Balance of all Loans and Overdrafts in the Initial Portfolio as at the Cut-off Date; and (2) thereafter, the aggregate of the Principal Balance of all Loans and Overdrafts in the Portfolio as at the first day of the immediately preceding Collection Period (or in respect of the first Interest Payment Date only, the Closing Date) and (ii) (1) in respect of the period from (but excluding) the Cut-off Date, to (and including) the Closing Date, the aggregate of the Principal Balance of all Loans and Overdrafts in the Portfolio as at the First Sale Date (after any sales having taken place on that date being taken into account); and (2) thereafter, the aggregate of the Principal Balance of all Loans and Overdrafts in the Portfolio as at the last day of the immediately preceding Collection Period, calculated, in relation to each relevant period or Collection Period, on the basis of the number of days elapsed in that period or Collection Period and a three hundred and sixty-five (365) day year; and

(b) any Pass-Through Servicing Fee paid by a Borrower during the period from (but excluding) the Cut-off Date, to (and including) the Closing Date and/or during the immediately preceding Collection Period, as applicable (together, (the "**Servicing Fee**"),

in each case, inclusive of VAT, if any.

The Servicing Fee is payable (i) in respect of the period from (but excluding) the Cut-off Date, to (and including) the Closing Date, on a net settled basis, on the First Sale Date and (ii) thereafter, quarterly in arrear 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.

The Servicer will be entitled to reimbursement in respect of all reasonable out-of-pocket costs, expenses and charges incurred by it in connection with the performance of its duties under the Servicing Agreement pursuant to the Pre-Enforcement Revenue Priority of Payments (or the Post-Enforcement Priority of Payments, as applicable (not including any amounts paid by the Servicer to

any delegate or sub-contractor) properly incurred and evidenced by the Servicer and to the extent not paid for in the performance of the Services and which would not be recoverable under the terms of the applicable Loans and/or Overdrafts in respect of which such costs, expenses and charges are incurred including costs and expenses charged by the Servicer to the Borrowers and insurance premiums in respect of any Legal Title Holder Insurance Policies (to the extent referable to the Loans) (other than such costs, expenses and charges which have been paid by the Servicer from the Collection Account pursuant to the terms of the Servicing Agreement and any Third Party Amounts to the extent not already paid. In respect of any out-of-pocket costs, expenses and charges to be reimbursed to the Servicer which relate to changes or supplements to the systems, policies or procedures of the Servicer as a result of compliance with Applicable Law such expenses shall, to the extent they are in part attributable to or applicable in respect of loans and/or overdrafts which are legally or beneficially owned by the Servicer but which do not form part of the Portfolio, be allocated to and reimbursable to the Servicer on a *pro rata* basis, with the Servicer being reimbursed in respect of the proportion the Portfolio bears to the wider group of loans and/or overdrafts to which such cost is attributable.

Removal of the Servicer

If any of the following events (each, a "**Servicer Termination Event**") shall occur:

(a) the Servicer defaults in the payment on the due date of any payment due and payable by it under the Servicing Agreement and such default continues unremedied for a period of 10 Business Days from the earlier of: (i) the date upon which the Servicer becomes aware of such default; and (ii) receipt by the Servicer of written notice from the Issuer or (after the delivery of an Enforcement Notice) the Trustee 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, Mortgage Sale Agreement or Cash Management Agreement which failure, in the reasonable opinion of the Issuer (prior to the delivery of an Enforcement Notice) or in the opinion of the Trustee (after the delivery of an Enforcement Notice), is materially prejudicial to the interests of the Most Senior Class of Noteholders and the Servicer does not remedy that failure within 30 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 Trustee (with a copy to the Back-Up Servicer Facilitator) requiring the Servicer's non-compliance to be remedied;

(c) any licence, approval, Authorisation or consent necessary for the Servicer to conduct its business or perform and comply with its obligations under or in connection with the Servicing Agreement is withdrawn or revoked or the Servicer at any time fails to obtain such a licence, approval, Authorisation or consent;

(d) an Insolvency Event occurs in relation to the Servicer; or

(e) it becomes unlawful in any applicable jurisdiction for the Servicer to perform any of its obligations as contemplated by the Servicing Agreement, **provided that** this does not result or arise from compliance by the Servicer with any instruction from the Issuer or the Trustee,

prior to the delivery of an Enforcement Notice, the Seller or, with the prior written consent of the Trustee, the Issuer or, after delivery of an Enforcement Notice, the Trustee, , will be entitled to terminate the Servicer's appointment under the Servicing Agreement, **provided that** such termination shall not be effective until a successor servicer (a "**Successor Servicer**") has been appointed.

Voluntary Termination

The Servicer may resign from its appointment by giving not less than 12 months' (or such shorter time as may be agreed between the Servicer, the Legal Title Holder and the Issuer) written notice to the other parties to the Servicing Agreement (a "**Voluntary Termination**"), subject to the terms of the Servicing Agreement.

Such termination of appointment of the Servicer is conditional on, if the Notes and the Certificates remain outstanding, a Successor Servicer being appointed, such appointment to be effective not later

than the date of termination of the Servicer, and the Servicer shall notify the Rating Agencies of the termination and the successor servicer and legal title holder.

Appointment of the Successor Servicer

Following the occurrence of a Servicer Termination Event, the Issuer and the Back-Up Servicer Facilitator shall use reasonable endeavours to identify a suitable Successor Servicer.

The Successor Servicer shall:

(a) have experience of administering and managing buy-to-let mortgage loans secured on residential, commercial and mixed-use properties in England, Wales and Scotland;

(b) enter into an agreement with the Issuer, the Seller, the Legal Title Holder, the Back-Up Servicer Facilitator and the Trustee on such terms and in such form as is consistent with the prevailing market standard at the relevant time, and at fees which are consistent with those payable generally at the relevant time for the provision of mortgage loan administration and management services;

(c) hold all licences, approvals, authorisations, and consents required in connection with the provision of the Services, including without limitation any necessary notifications under the Data Protection Legislation and authorisations and permissions under the FSMA; and

(d) if any Notes are outstanding, be an entity the appointment of which shall not result in a downgrade, withdrawal or qualification of the then current rating of the Rated Notes (as confirmed in a Rating Agency Confirmation addressed to the Trustee), unless the holders of the relevant classes of Notes otherwise agreement by an Extraordinary Resolution.

Scheduled termination of the appointment of the Servicer

The appointment of the Servicer, unless previously terminated in accordance with the terms of the Servicing Agreement, shall terminate with immediate effect on the date on which the Issuer has no further interest in any Loan, Overdraft or Related Security and all Secured Obligations have been irrevocably discharged in full.

Delivery of documents and records

If the appointment of the Servicer is terminated or the Servicer resigns, the Servicer must deliver *inter alia*, the Title Information Documents, Loan Files all books of account, papers, records, registers, correspondence and documents in its possession or under its control relating to the Loans, the Overdrafts and their Related Security in its possession to the Successor Servicer, the Issuer and the Seller, or as the Issuer or (following the delivery of an Enforcement Notice) as the Trustee shall direct in writing. In the event of a conflict between directions from the Issuer and directions from the Trustee, the directions from the Trustee shall prevail.

The Trustee is not obliged to act as Servicer in any circumstances.

Enforcement of Mortgages

The Servicer shall, in relation to any default by a relevant Borrower under or in connection with a relevant Loan, Overdraft or its Related Security, comply with the Enforcement Procedures or, to the extent that the Enforcement Procedures are not applicable having regard to the nature of the default in question, with the usual procedures undertaken by a Reasonable, Prudent Mortgage Servicer, **provided that**:

(a) the Servicer shall only become obliged to comply with the Enforcement Procedures (to the extent applicable) or to take action as aforesaid after it has become aware of the default; and

(b) it is acknowledged by the Issuer that mortgage lenders generally exercise discretion in pursuing their respective enforcement procedures and that the Servicer may exercise such discretion as would a Reasonable, Prudent Mortgage Servicer in applying the Enforcement Procedures to any particular defaulting Borrower or taking action as aforesaid. In particular, the Servicer may consider Linked Loans in a Borrower Group more broadly, rather than only

the particular Loan or Overdraft in question when applying enforcement procedures in respect of any default.

Any charges in relation to the management of arrears payable by a Borrower pursuant to the Mortgage Conditions and properly debited by the Servicer from a Borrower's account shall be for the account of the Servicer and it shall be under no obligation to account to the Issuer for such charges.

Appropriation of funds

The Servicer will undertake in the Servicing Agreement as follows:

(i) prior to enforcement of a Mortgage, apply any amounts received from a Borrower in respect of a Loan or Overdraft (including but not limited to any Instalments) in accordance with the priority of application set out in the Servicing Agreement; and

(ii) following enforcement of a Mortgage, to exercise any Cross-collateral Rights in respect of any Loan or Overdraft and their Related Security, subject to and in accordance with the terms of the Servicing Agreement and to apply all proceeds of enforcement, including any surplus or shortfall, in or towards payment of the Loan(s) and/or Overdraft(s) to which the Mortgage related and/or any other Linked Loans in the same Borrower Group in accordance with all Applicable Laws, (to the extent not mandated under Applicable Law) in accordance with the applicable Mortgage Conditions (to the extent not mandated under Applicable Law or the applicable Mortgage Conditions), in accordance with the Seller's Policies and/or (to the extent not mandated under Applicable Law, the applicable Mortgage Conditions or the Seller's Policies), in accordance with the standards of a Reasonable, Prudent Mortgage Servicer.

Each of the Issuer and the Seller will acknowledge and agree in the Servicing Agreement that it shall have Cross-collateral rights in respect of Loans and/or Overdrafts that it beneficially owns and against Properties securing Loans and/or Overdrafts which it beneficially owns. Each of the Issuer and the Seller will also agree, in the Servicing Agreement to waive any right to exercise Cross-collateral Rights in respect of other Loans and/or Overdrafts which are Linked Loans not beneficially owned by it and any right to take action or proceedings against the Seller or the Issuer, respectively, to exercise the Cross-collateral Rights of the other in respect of those Loans and/or Overdrafts not beneficially owned by it and will agree to waive any rights to the proceeds of enforcement of other Loans and/or Overdrafts which are Linked Loans note beneficially owned by it. At any time where the Seller or the Issuer is the holder of the legal title in respect of a Loan or Overdraft which is a Linked Loan, but is not the beneficial owner of such Loan or Overdraft, that Party shall retain all of its Cross-collateral Rights but shall only exercise its Cross-collateral Rights in accordance with the instructions of the relevant beneficial owner and in the manner contemplated by the Servicing Agreement.

Back-Up Servicer Facilitator

CSC Capital Markets UK Limited will agree to act as the Back-up Servicer Facilitator under the Servicing Agreement.

Governing Law

The Servicing Agreement, and any non-contractual obligations arising out of or in connection with the Servicing Agreement will be governed by English law.

Deed of Charge

On the Closing Date, the Issuer will enter into the Deed of Charge and a Scottish Supplemental Charge with, *inter alios*, the Trustee.

Security

Under the terms of the Deed of Charge, the Issuer will provide the 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):

(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, each Scottish Supplemental Charge and Scottish Declaration of Trust) 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 English Loans, the Overdrafts and their Related Security and other related rights comprised in the Portfolio (other than in respect of the Scottish Loans) and any sums derived therefrom;

(c) Scottish Supplemental Charges (being assignations in security of the Issuer's beneficial title under each Scottish Declaration of Trust);

(d) a charge by way of first fixed charge over the Issuer's interest in its bank and/or securities accounts (including the Issuer Accounts) maintained with the Issuer Account Bank and 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 (acting on the instructions of the Issuer) 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

(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 including over all of the Issuer's property, assets, rights and revenues as are situated in Scotland or governed by Scots law (whether or not such assets are the subject of the charges referred to above).

In addition, if there is a delivery of a Scottish Transfer pursuant to the Mortgage Sale Agreement, the Issuer will deliver to the Trustee a Scottish Sub-Security.

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, delivery 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 Trustee serving an Enforcement Notice on the Issuer pursuant to Condition 11 (*Events of Default*) or Certificate Condition 10 (*Events of Default*) declaring the Notes and Certificates to be immediately due and payable, the Cash Manager (on behalf of the Issuer) shall apply monies standing to the credit of the Issuer Transaction Account as described in "*Cashflows – Application of Available Revenue Receipts prior to the delivery of an Enforcement Notice on the Issuer*", "*Application of Available Principal Receipts prior to the delivery of an Enforcement Notice on the Issuer*", "*Application of Monies released from the Flexible Reserve Fund*" and " *Application of Monies released from the Liquidity Reserve Fund*", below and will apply monies standing to the credit of the

Swap Collateral Accounts in accordance with the Swap Collateral Account Priority of Payments defined in "*Cashflows – Swap Collateral*".

Post-Enforcement Priority of Payments

After the Trustee has served an Enforcement Notice on the Issuer pursuant to Condition 11 (*Events of Default*) or Certificate Condition 10 (*Events of Default*), declaring the Notes and the Certificates to be immediately due and payable the Trustee (or the Cash Manager on its behalf) or any Receiver appointed by it shall apply the monies standing to the credit of the Issuer Transaction Account in accordance with the Post-Enforcement Priority of Payments defined in "*Cashflows – Distributions following the delivery of an Enforcement Notice on the Issuer*" below and will apply the monies standing to the credit of the Swap Collateral Accounts in accordance with the Swap Collateral Account Priority of Payments defined in "*Cashflows – Swap Collateral*" below.

The Security will become enforceable after an Enforcement Notice has been served on the Issuer pursuant to Condition 11 (*Events of Default*) or Certificate Condition 10 (*Events of Default*), **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 Certificates, the Trustee will not be entitled to dispose of the assets comprised in the Security or any part thereof unless either 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 Certificateholder (and all persons ranking in priority to the Noteholders and Certificateholders as set out in the Post-Enforcement Priority of Payments) or the Trustee is of the opinion 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 Certificateholders (and all persons ranking in priority to the Noteholders and Certificateholders in the order of priority set out in the Post-Enforcement Priority of Payments); and (ii) once all the Noteholders and Certificateholders (and all such prior ranking persons) have been repaid, to the remaining Secured Creditors in the order of priority set out in the Post-Enforcement Priority of Payments 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 Trustee for the purpose of giving such advice).

The fees and expenses of the aforementioned financial adviser or other professional adviser selected by the Trustee shall be paid by the Issuer in accordance with the applicable Priority of Payments. The 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.

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 (save that aspects relating to Scottish Loans and their Related Security will be construed in accordance with Scots law, and each Scottish Supplemental Charge and, where entered into, Scottish Sub-Security will be governed by Scots law).

Trust Deed

On or about the Closing Date, the Issuer and the Trustee will enter into the Trust Deed pursuant to which the Issuer and the Trustee will agree that the Notes and Certificateholders are subject to the provisions in the Trust Deed. The Conditions, Certificate Conditions and the forms of each class of Notes and Certificates are each constituted by, and set out in, the Trust Deed.

The Trustee will agree to hold the benefit of the Issuer's covenant to pay amounts due in respect of the Notes and Certificates on trust for the Noteholders and Certificateholders.

In accordance with the terms of the Trust Deed, the Issuer will pay a fee to the Trustee for its services under the Trust Deed at the rate and times agreed between the Issuer and the Trustee (exclusive of VAT) together with payment of any liabilities incurred by the Trustee in relation to the Trustee's performance of its obligations under or in connection with the Trust Deed and the other Transaction Documents.

Retirement of Trustee

The 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 or 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 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 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 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 Trustee will be entitled to procure that a new trustee be appointed but no such appointment shall take effect unless previously approved by Extraordinary Resolution of the holders of the Most Senior Class.

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 the Agency Agreement, provision is made for, *inter alia*, the payment of principal and interest in respect of the Notes and payments under the Certificates.

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 and the Trustee will enter into 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 Trustee notifying the Cash Manager that an Enforcement Notice has been served on the Issuer, the Trustee. The Cash Manager's principal function will be effecting payments to and from the Issuer Transaction Account. 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 Liquidity Reserve Fund Release Amount to meet any 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) on each Calculation Date determine if there would be a Liquidity Deficit following the application of Available Revenue Receipts on the immediately following Interest Payment Date;

(c) on each Calculation Date determine if there would be a Revenue Deficit following the application of Available Revenue Receipts and any Liquidity Reserve Fund Release Amounts on the immediately following Interest Payment Date;

(d) on each Calculation Date, determine whether the immediately following Interest Payment Date is the Final Collateralised Notes Redemption Date and/or the Class B Redemption Date;

(e) record credits to, and debits from, the Ledgers, as and when required; and

(f) 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 6.9(c) (*Determinations and Reconciliation*) and the Cash Management Agreement.

In addition, the Cash Manager will also:

(a) maintain the following ledgers (the "**Ledgers**") on behalf of the Issuer:

(i) the "**Principal Ledger**", which will record all Principal Receipts received by the Issuer and 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**", which will record all Revenue Receipts and any Swap Collateral Account Surplus, and the distribution of the Revenue Receipts and the distribution of 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 or in the application towards the payment of Subsequent Purchase Price in respect of each Drawing under an Unarranged Overdraft made on or after the Closing Date which shall be applied outside of the Pre-Enforcement Revenue Priority of Payments, on a net settled basis;

(iii) the "**Flexible Reserve Fund Ledger**", which will record amounts credited to, and debited from, the Flexible Reserve Fund. The Flexible Reserve Fund will initially be funded from part of the proceeds of the Class Z Notes in an amount equal to the Flexible Reserve Fund Required Amount on the Closing Date and on each Interest Payment Date from amounts to be applied to the Flexible Reserve Fund in accordance with the Pre-Enforcement Principal Priority of Payments. The Flexible Reserve Fund Required Amount is calculated by reference to the aggregate Undrawn Amounts in respect of the Authorised Overdrafts in the Portfolio as at the relevant date of calculation until the Flexible Reserve Fund Release Date, on and following which date, the Flexible Reserve Fund Required Amount will be £0. On each Interest Payment Date, the Cash Manager will apply any amounts standing to the credit of the Flexible Reserve Fund Ledger as Available Principal Receipts and make a corresponding debit entry in the Flexible Reserve Fund Ledger. On each Interest Payment Date, Available Principal Receipts will be applied in or towards replenishing the Flexible Reserve Fund up to a maximum amount equal to the Flexible Reserve Fund Required Amount in accordance with the Pre-Enforcement Principal Priority of Payments and after the application of Available Principal Receipts in or towards the payment of Subsequent Purchase Price then due and payable to the Seller in respect of Authorised Overdrafts, New Authorised Overdrafts or Authorised Overdraft Extensions with any such replenishment being recorded by the Cash Manager making a credit entry in the Flexible Reserve Fund Ledger;

(iv) the "**Principal Deficiency Ledger**", which will record on the appropriate sub-ledger as a debit deficiencies arising from Losses on the Portfolio (on the date the Cash Manager receives notice of such Losses from the Servicer) and Principal Addition Amounts (on the Calculation Date on which such Principal Addition Amounts are determined by the Cash Manager) and record as a credit Available Revenue Receipts applied as Available Principal Receipts pursuant to the Pre-Enforcement Revenue Priority of Payments (if any) on each Interest Payment Date (see "*Credit Structure – Principal Deficiency Ledger*" below);

(v) the " **Liquidity Reserve Fund Ledger**", which will record amounts credited to, and debited from, the Liquidity Reserve Fund. The Liquidity Reserve Fund will be funded

on the Closing Date through the application of a portion of the proceeds of the issuance of the Class X Notes. Following the Closing Date, amounts shall be applied on each Interest Payment Date (if and to the extent available for the purpose) at item (i) of the Pre-Enforcement Revenue Priority of Payments towards the replenishment of the Liquidity Reserve Fund, up to an amount equal to the Liquidity Reserve Fund Required Amount at the relevant time. On each Interest Payment Date (prior to delivery of an Enforcement Notice), the Cash Manager will, first, debit (i) an amount equal to the Liquidity Reserve Fund Excess Amount from the Liquidity Reserve Fund Ledger to be applied as Available Revenue Receipts; and (ii) an amount equal to the Liquidity Reserve Fund Release Amount (if any) from the Liquidity Reserve Fund Ledger to be applied in meeting any Liquidity Deficit against the relevant items in the Pre-Enforcement Revenue Priority of Payments in the order in which they appear in the Pre-Enforcement Revenue Priority of Payments and, second, following any such adjustments to the Liquidity Reserve Fund Ledger, apply (on behalf of the Issuer) the Available Revenue Receipts pursuant to the Pre-Enforcement Revenue Priority of Payments and credit to the Liquidity Reserve Fund Ledger the amount of Available Revenue Receipts applied on such Interest Payment Date to replenish the Liquidity Reserve Fund up to the Liquidity Reserve Fund Required Amount (if and to the extent available for the purpose) pursuant to item (i) of the Pre-Enforcement Revenue Priority of Payments;

(vi) the "**Issuer Profit Ledger**", 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;

(vii) the "**Swap Collateral Ledger**", which shall record as a credit (A) any Swap Collateral received from the Swap Provider, (B) any Replacement Swap Premium received by the Issuer from a replacement swap provider, (C) any termination payment received by the Issuer from an outgoing Swap Provider, and (D) Swap Tax Credits and record as a debit any sums paid in accordance with the Swap Collateral Account Priority of Payments. Amounts and securities standing to the credit of each Swap Collateral Account (including interest, distributions and redemption or sale proceeds thereon or thereof) and recorded on the Swap Collateral Ledger will be applied by the Cash Manager in accordance with the Swap Collateral Account Priority of Payments;

(viii) the "**Wet Funding Ledger**", which shall record as a credit the principal amount of any Wet Funding Facility Loan which is advanced to the Issuer pursuant to the Wet Funding Facility Agreement and any interest which has accrued on any amounts outstanding under a Wet Funding Facility Loan under the Wet Funding Facility Agreement and which shall record as a debit any payment of principal and/or interest in respect of the Wet Funding Facility whether paid on a net settled basis or pursuant to a payment made subject to and in accordance with the applicable Priority of Payments; and

(ix) the "**Set-off Reserve Fund Ledger**", which shall record as a credit any Set-off Reserve Fund Delivery Amount which is paid by the Seller to the Issuer pursuant to the Mortgage Sale Agreement and any proceeds from the enforcement of the security granted to the Issuer by the Seller in respect of the Set-off Collateral under the Set-off Collateral Security Agreement and which shall record as a debit any payment from the Issuer Transaction Account in respect of amounts standing to the credit of the Set-off Reserve Fund Ledger, where such amounts are to be applied in accordance with the applicable Priority of Payments in respect of any Set-off Indemnity Shortfall.

(b) calculate on each Calculation Date (prior to delivery 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);

(c) calculate on each Calculation Date up to and including the Calculation Date immediately preceding the Class B Redemption Date (prior to the delivery of an Enforcement Notice) the amount of any Liquidity Reserve Fund Release Amount to be applied on the immediately following Interest Payment Date (such amount to be determined after calculation of 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 (including any Liquidity Reserve Fund Excess Amount to be applied as Available Revenue Receipts on such Interest Payment Date));

(d) calculate on each Calculation Date up to and including the Calculation Date immediately preceding the Final Collateralised Notes Redemption Date (prior to the delivery 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 Liquidity Reserve Fund Release Amounts to be applied to meet any 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; and

(e) provide the Issuer, the Seller, the Servicer, the Trustee, the Noteholders, Certificateholders the Rating Agencies, Bloomberg and (subject to the written consent of the Servicer) any other person requesting such report with the Investor Report, provided that the Cash Manager uploading such report to https://eurodw.co.uk/ shall constitute delivery of such report to such entities.

The Cash Manager, on behalf of and in the name of the Issuer (and in accordance with the instructions of the Issuer), may instruct the Issuer Account Bank to invest monies standing from time to time to the credit of the Issuer Transaction Account in Authorised Investments as determined 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; and

(c) all income and other distributions arising on, or proceeds following the disposal or maturity of, Authorised Investments shall be credited to the Issuer Transaction Account.

The Cash Manager shall not be responsible (save where any loss results from the Cash Manager's own fraud, wilful default or gross negligence or that of its directors, officers or employees) for any loss occasioned by reason of any such investment in any Authorised Investments or any purported investment in any Authorised Investments whether by depreciation in value or otherwise, **provided that** any such investment in any Authorised Investments was made in accordance with the terms of the Cash Management Agreement.

Reporting by the Cash Manager

The Cash Manager shall prepare and deliver to the Issuer, the Servicer, the Seller and the Trustee, the Investor Report and the Cash Manager Investor Report by no later than the Interest Payment Date, in each case **provided that** the Seller has delivered the Loan Level Report and the Servicer Report by no later than the Quarterly Servicer Report Date.

The Cash Manager shall:

(i) publish each Cash Manager Investor Report relating to the immediately preceding Collection Period on the Citibank Website (or such other website as may be available for such purpose and notified by the Cash Manager to the Issuer, the Trustee, the Seller and the Servicer) on or around the Interest Payment Date; and

(ii) email each Investor Report to the Seller for publication on the SR Website no later than one month following the related Interest Payment Date.

For the avoidance of doubt, the posting of such reports on the Citibank Website is not intended to satisfy the Issuer's obligations under the UK Securitisation Framework and the EU Securitisation Regulation (as in force on the Closing Date) and the Citibank Website will not be the website that conforms to the requirements set out in SECN 6.3, Article 7(2) of the PRA Securitisation Rules and Article 7(2) of the EU Securitisation Regulation (as in force on the Closing Date).

Cash Manager and Directions from the Trustee

The Cash Manager will act upon the direction of the Trustee (given in accordance with the terms and provisions of the Deed of Charge), until instructed otherwise by the Trustee, upon the Trustee notifying the Cash Manager that an Enforcement Notice has been served on the Issuer.

Remuneration of Cash Manager

The Cash Manager will be paid a cash management fee (exclusive of VAT, if any) for its cash management services under the Cash Management Agreement. Such fees will be determined under a separate fee letter between the Issuer and the Cash Manager. The cash management fee is payable quarterly 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 the payment on the due date of any payment required to be made under the Cash Management Agreement and such default continues unremedied for a period of five Business Days after the earlier of the Cash Manager becoming aware of the default and receipt by the Cash Manager of written notice from the Issuer or (following the delivery of an Enforcement Notice) the Trustee, as the case may be, requiring the default to be remedied;

(b) without prejudice to (a) above:

(i) 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; or

(ii) any of the warranties given by the Cash Manager proves to be untrue, incomplete or inaccurate; or

(iii) any certification or statement made by the Cash Manager in any certificate or other document delivered pursuant to the Cash Management Agreement proves to be untrue, incomplete or inaccurate,

and, if it is capable of being remedied, such default continues unremedied for a period of thirty 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 delivery of an Enforcement Notice) the Trustee, as the case may be, requiring the same to be remedied;

(c) any Insolvency Event occurs in relation to the Cash Manager; or

(d) it is or will become unlawful for the Cash Manager to perform or comply with any of its obligations under the Cash Management Agreement or any other relevant Transaction Document,

then prior to the delivery of an Enforcement Notice, the Issuer (with the written consent of the Trustee), or following the delivery of an Enforcement Notice, the 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 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 or (if later) the date that a replacement Cash Manager has been appointed. In determining whether to give or withhold consent to the termination of the Cash Manager by the Issuer, the 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 have the requisite cash management experience to perform the functions to be given to it in the Cash Management Agreement;

(b) must agree to enter into an agreement with the Issuer on terms substantially similar to those set out in the Cash Management Agreement, 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;

(c) should be resident for tax purposes solely in the United Kingdom; and

(d) if any Notes are outstanding, be an entity, the appointment of which shall not result in a downgrade, withdrawal or qualification of the then current rating of the Rated Notes (as confirmed in a Rating Agency Confirmation addressed to the Trustee), unless the holders of the relevant classes of Notes otherwise agree by an Extraordinary Resolution.

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 Seller, the Servicer and the Trustee) of its resignation to the Issuer, the Servicer, the Seller and the Trustee, **provided that** a substitute cash manager shall be appointed, such appointment to be effective not later than the date of such termination and the conditions specified above are fulfilled in respect of any substitute cash manager.

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 Bank Account Agreement

Pursuant to the Bank Account Agreement, the Issuer will maintain with the Issuer Account Bank the Issuer Transaction Account and the Swap Collateral Cash Account which will be operated in accordance with the Bank Account Agreement, Cash Management Agreement, the Deed of Charge and, in relation to the Swap Collateral Cash Account, the Swap Agreement. The Issuer Account Bank is required to have the Account Bank Minimum Rating.

Interest

If any amount is standing to the credit of an Issuer Account (other than the Issuer Transaction Account), such amount will bear interest at a rate and as agreed from time to time in writing between the Issuer and the Issuer Account Bank.

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.

The Custody Agreement

Pursuant to the Custody Agreement, the Issuer will maintain with the Custodian the Swap Collateral Securities Account which will be operated in accordance with the Custody Agreement, the Cash Management Agreement, the Deed of Charge and the Swap Agreement.

Governing Law

The 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

Pursuant to the Corporate Services Agreement, 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

The Collection Account, into which all Collections received from Borrowers are received or paid, is held by the Seller at the Collection Account Bank. The Seller has declared a trust over amounts credited to the Collection Account in favour of itself and the Issuer pursuant to the Collection Account Declaration of Trust. The Issuer's share of the Collection Account Trust at any relevant time shall equal all amounts credited to the Collection Account at such time in respect of the Portfolio, taking into account any amounts previously paid to the Issuer in respect of the Portfolio.

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.

Deed Poll

Clean-up Call Option 1

Pursuant to the Deed Poll, the Seller has an option (the "**Clean-up Call Option 1**") on and from the first date on which the aggregate Principal Balance of the Loans and Overdrafts in the Portfolio is less than an amount equal to 10 per cent. of the aggregate Principal Balance of the Loans and Overdrafts in the Portfolio as at the Closing Date (the "**Clean-up Call Condition**") has been satisfied, up to, and including, the second Interest Payment Date following after the date on which the Clean-up Call Condition has been satisfied (the "**Clean-up Call Option 1 Period**"), to require the Issuer to:

(a) sell and transfer to the Seller (or its nominee) the beneficial title to the Loans and Overdrafts;

(b) transfer to the Seller (or its nominee) the right to legal title to the Loans and Overdrafts and their Related Security;

(c) direct that the Legal Title Holder transfer legal title to the Seller (or its nominee), as specified in the related Exercise Notice; and

(d) serve all relevant notices and take all steps (including carrying out requisite registrations and recordings) in order to vest or transfer legal title in and to the Loans and Overdrafts in or to its legal title transferee or its nominee, in each case subject to the terms of the Deed Poll.

The purchase price for the Portfolio under the Clean-up Call Option 1 shall be the Call Option Purchase Price.

Clean-up Call Option 2

Pursuant to the Deed Poll, the Portfolio Purchase Option Holder has an option (the "**Clean-up Call Option 2**") following the end of the Clean-up Call Option 1 Period, only if the Seller has not elected to exercise the Clean-up Call Option 1 during the Clean-up Call Option 1 Period or, if the Seller has elected to exercise the Clean-up Call Option 1 during the Clean-Up Call Option 1 Period, it has not completed the exercise of the Clean-up Call Option 1 by a date falling no later than the first Interest Payment Date falling after the end of the Clean-up Call Option 1 Period, provided that the Clean-up Call Option 2 may only be exercised on a Business Day, to require the Issuer to:

(a) sell and transfer to the Portfolio Purchase Option Holder (or its nominee) the beneficial title to the Loans and Overdrafts;

(b) transfer to the Portfolio Purchase Option Holder (or its nominee) the right to legal title to the Loans and Overdrafts and their Related Security;

(c) direct that the Legal Title Holder transfer legal title to the Seller (or its nominee), as specified in the related Exercise Notice; and

(d) serve all relevant notices and take all steps (including carrying out requisite registrations and recordings) in order to vest or transfer legal title in and to the Loans and Overdrafts in or to its legal title transferee or its nominee, in each case subject to the terms of the Deed Poll.

The purchase price for the Portfolio under the Clean-up Call Option 1 shall be the Call Option Purchase Price.

Risk Retention Regulatory Change Event Call Option

Pursuant to the Deed Poll, the Seller will have an option (the "**Risk Retention Regulatory Change Option**") on and from the occurrence of a Risk Retention Regulatory Change Event, to exercise the Risk Retention Regulatory Change Option to require the Issuer to:

(a) sell and transfer to the Seller (or its nominee) the beneficial title to the Loans and Overdrafts;

(b) transfer to the Seller (or its nominee) the right to legal title to the Loans and Overdrafts and their Related Security;

(c) direct that the Legal Title Holder transfer legal title to the Seller (or its nominee), as specified in the related Exercise Notice; and

(d) serve all relevant notices and take all steps (including carrying out requisite registrations and recordings) in order to vest or transfer legal title in and to the Loans and Overdrafts in or to its legal title transferee or its nominee, in each case subject to the terms of the Deed Poll.

A Risk Retention Regulatory Change will occur if there is a change in or the adoption of any new law, rule, technical standards or regulations or any determination of a relevant regulator which the Risk Retention Holder determines:

(a) has a binding effect on the Risk Retention Holder or the Seller after the Closing Date which would impose additional material obligations on the Risk Retention Holder or the Seller in order to maintain compliance with the Risk Retention Requirements as at the Closing Date;

(b) as a matter of law, in respect of the Risk Retention Holder, results in the Risk Retention Holder no longer being able to qualify as an eligible retainer of the Retained Interest for the purposes of the Risk Retention Requirements and the Risk Retention Holder is not able to transfer the Retained Interest to one of its affiliates without violating the Risk Retention Requirements or any other applicable law, or incurring any additional material costs or obligations in connection with any such transfer; or

(c) by virtue of the Risk Retention Holder's obligation to comply with the Risk Retention Undertaking, would, in respect of the Risk Retention Holder, have an analogous effect or result to those specified in paragraphs (a) or (b) above,

each a "**Risk Retention Regulatory Change Event**".

Following the occurrence of a Risk Retention Regulatory Change Event, the Seller may (but will not be required to) notify the Issuer and the Trustee that it intends to purchase the Portfolio pursuant to the Risk Retention Regulatory Change Option. If the Seller delivers notice of its intention to purchase the Portfolio, pursuant to an exercise of the Risk Retention Regulatory Change Option, then the Seller may acquire the Portfolio at the Call Option Purchase Price.

Regulatory Change Event Call Option

Pursuant to the Deed Poll, the Seller will have an option (the " **Regulatory Change Option**") on and from the occurrence of a Regulatory Change Event, to exercise the Regulatory Change Option to require the Issuer to:

(a) sell and transfer to the Seller (or its nominee), the beneficial title to the Loans and Overdrafts;

(b) transfer to the Seller (or its nominee), the right to legal title to the Loans and Overdrafts and their Related Security;

(c) direct that the Legal Title Holder transfer legal title to the Seller, (or its nominee), as specified in the related Exercise Notice; and

(d) serve all relevant notices and take all steps (including carrying out requisite registrations and recordings) in order to vest or transfer legal title in and to the Loans and Overdrafts in or to its legal title transferee or its nominee, in each case subject to the terms of the Deed Poll.

A Regulatory Change Event will occur if, by reason of a change in regulation (or the application or official interpretation thereof), a change in any internationally recognised accounting rules and/or any applicable accounting classification and/or regulations, a determination made by the Seller's external auditors, any regulatory reorganisation of the Seller and its Affiliates, any enactment of, or supplement or amendment to, a change in, law, policy or interpretation of any relevant regulations or any official communication, interpretation or determination made by any relevant regulatory authority, the capital relief the Seller reasonably anticipated to receive on and following the Closing Date has materially decreased since the Closing Date or the Seller does not qualify (in whole or in part) for such anticipated capital relief (a "**Regulatory Change Event**").

Following the occurrence of a Regulatory Change Event, the Seller may exercise the Regulatory Change Option to purchase the Portfolio and acquire the Portfolio at the Call Option Purchase Price.

The Call Option Purchase Price

The purchase price payable for the Portfolio under the Call Options (the "**Call Option Purchase Price**") shall be an aggregate amount greater than or equal to the higher of:

(a) the "**Call Option Base Amount**", being an amount equal to:

  (i) the aggregate Principal Amount Outstanding of the Notes plus accrued and unpaid interest thereon as at the Option Completion Date; *plus*

  (ii) the amount (if any) required to be paid by the Issuer to the Swap Provider in respect of the termination of the Swap Transactions as a result of the exercise of the relevant Call Option; *plus*

  (iii) any fees, costs, amounts and expenses of the Issuer payable senior to payment of Residual Payment Amounts in the Post-Enforcement Priority of Payments as at the Option Completion Date; *less*

(iv) any amounts standing to the credit of the Issuer Transaction Account as at the date of the most re-cent Calculation Date (but disregarding any amounts standing to the credit of the Issuer Profit Ledger); *less*

(v) the amount (if any) required to be paid, and actually paid, by the Swap Provider to the Issuer in respect of the termination of the Swap Transactions as a result of the exercise of the relevant Call Option; and

(b) the fair market value of all (but not some only) of the Loans and Overdrafts in the Portfolio as determined by the Seller in accordance with the Deed Poll and as set out below (the "**Current Value Amount**").

The Current Value Amount shall be determined by the Seller calculating such price and giving notice of it to the Issuer and the Portfolio Purchase Option Holder. For the purposes of a Call Option, notwithstanding any other provision in the Transaction Documents, if the Seller and the Portfolio Purchase Option Holder cannot agree on the Current Value Amount, they may together appoint an independent third party valuer who shall, following consultation with such parties, propose an alternative Current Value Amount, which shall be binding on the parties.

Payment of the Call Option Purchase Price

The Seller, the Risk Retention Holder or the Portfolio Purchase Option Holder or, in each case, its respective nominee, will be required to deposit the full amount of the Call Option Purchase Price in connection with the exercise of the relevant Call Option (subject to any netting of its own holdings) in the Issuer Transaction Account on or following the date of execution of a binding agreement for the sale of the beneficial interest in the Portfolio, which date shall be no later than the Interest Payment Date on which the Notes are to be redeemed or such other date as agreed with the Issuer. The Call Option Purchase Price will be held in an account secured for the benefit of the Trustee (on behalf of the Secured Creditors) pending completion of transfer of the beneficial title to the Portfolio on that Interest Payment Date, upon which date the full amount of the Call Option Purchase Price will be applied in accordance with the Post-Enforcement Priority of Payments to pay accrued interest, fees, costs and expenses of the Issuer and to effect a redemption of the Notes pursuant to Condition 8.3 (Mandatory *Redemption of the Notes pursuant to the exercise of the Clean-up Call Option*), Condition 8.4 (*Mandatory Redemption of the Notes following the exercise of the Regulatory Change Option*) or Condition 8.5 (*Mandatory Redemption of the Notes following the exercise of the Risk Retention Regulatory Change Option*), as applicable.

Where any sale to the Portfolio Purchase Option Holder (or its nominee) does not contemplate a transfer of the legal title to the Loans being sold, the exercise of the relevant Call Option shall be conditional on the consent of the Legal Title Holder, to hold legal title on behalf of the Portfolio Purchase Option Holder or its nominee, as applicable.

Any Note redeemed pursuant to the exercise of a Call Option 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, provided the Issuer has sufficient funds available for that purpose on the relevant redemption date. If, following the exercise of a Call Option, the Issuer does not have sufficient funds to redeem each of the Notes then outstanding, in each case, 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, the Issuer will apply the funds then available to it in accordance with the Post-Enforcement Priority of Payments. If there are no further Charged Assets remaining which are capable of being realised or otherwise converted into cash following the application of such amounts, 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 and the Issuer shall be deemed to be discharged from making any further payments in respect of the Notes, as further described in Condition 12.4 (*Limited Recourse*).

Governing Law

The Deed Poll and any non-contractual obligations arising out of or in connection with it will be governed by English law.

Wet Funding Facility Agreement

Pursuant to the terms of a wet funding facility agreement to be entered into on or about the Closing Date between, *inter alios*, the Issuer, the Wet Funding Facility Provider, the Servicer and the Cash Manager (the "**Wet Funding Facility Agreement**"), the Wet Funding Facility may be made available to the Issuer.

Governing Law

The Wet Funding Facility Agreement and any non-contractual obligations arising out of or in connection with it will be governed by English law.

Set-off Collateral Security Agreement

On the Closing Date, the Seller will enter into the Set-off Collateral Security Agreement with, *inter alios*, the Issuer.

Set-off Collateral Security

Under the terms of the Set-off Collateral Security Agreement, the Seller will agree to provide the Issuer with the benefit of security by way of a first fixed charge over the Seller's interest in the Set-off Collateral Account and any sums or securities standing to the credit thereof from time to time (the "**Set-off Collateral Security**") as security for the obligations of the Seller in respect of amounts due and payable by the Seller to the Issuer under the Mortgage Sale Agreement pursuant to the Set-off Indemnity and in connection with the delivery of the Set-off Reserve Fund Delivery Amount (the "**Set-off Collateral Secured Obligations**").

The Set-off Collateral Account

Until the delivery of a Set-off Collateral Enforcement Notice or the Set-off Collateral Security otherwise becoming enforceable:

(a) the Seller is not permitted to withdraw any moneys or securities or investments (including any interest or coupon payments) from the Set-off Collateral Account other than (i) with the prior consent of the Issuer or (ii) as permitted under the Set-off Collateral Security Agreement, which provides that, amounts standing to the credit of the Set-off Collateral Account from time to time may be withdrawn therefrom by the Seller but only in accordance with the provisions of the Mortgage Sale Agreement and the Set-off Collateral Security Agreement, as applicable and provided that the Seller may not withdraw any amount from the Set-off Collateral Account which would cause the amount of Set-off Collateral to fall below the Set-off Collateral Minimum Amount as at the date of such withdrawal; and

(b) the Seller may invest any amounts standing to the credit of the Set-off Collateral Account, provided that, any security and/or investment must fall within the definition of "Authorised Investment" and must be held, subject to the security created pursuant to the Set-off Collateral Security Agreement and in a Set-off Collateral Account.

Enforcement of the Set-off Collateral Security

A "**Set-off Collateral Enforcement Event**" will occur under the Set-off Collateral Security Agreement if (i) the Seller does not pay on the due date any amount payable under the Set-off Indemnity or in connection with its obligations to pay the Set-off Collateral Reserve Fund Delivery Amount or if the Seller does not comply, in any material respect with any term of the Set-off Collateral Security Agreement or the Mortgage Sale Agreement in respect of the Set-off Indemnity or in connection with its obligations to pay the Set-off Collateral Reserve Fund Delivery Amount, subject in each case to applicable remedy periods. Following the occurrence of a Set-off Collateral Enforcement Event, the Issuer may enforce the Set-off Collateral Security (or any part thereof) and amounts may only be withdrawn from the Set-off Collateral Account by the Issuer. Any such amounts will be applied in accordance with the terms of the Cash Management Agreement to credit the Set-off Reserve Fund Ledger (and will be applied therefrom as described elsewhere in this Prospectus).

Governing Law

The Set-off Collateral Security Agreement 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 and Certificates are obligations of the Issuer only. The Notes and Certificates are not obligations of, or the responsibility of, or guaranteed by, any person other than the Issuer. In particular, the Notes and Certificates are not obligations of, or the responsibility of, or guaranteed by, any of the Transaction Parties. No liability whatsoever in respect of any failure by the Issuer to pay any amount due under the Notes and Certificates shall be accepted by any of the Transaction 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 Rated Notes provided by Available Revenue Receipts**

   It is anticipated that, during the life of the Notes, the interest payable by Borrowers on the Loans and Overdrafts will, assuming that all of the Loans and Overdrafts are fully performing, be sufficient so that the Available Revenue Receipts will be sufficient to pay the amounts payable under items (a) to (q) (inclusive) of the Pre-Enforcement Revenue Priority of Payments. The actual amount of any Residual Payment Amounts payable under item (x) of the Pre-Enforcement Revenue Priority of Payments will vary during the life of the Notes. Two of the key factors determining such variation are the interest rates applicable to the Loans and Overdrafts in the Portfolio relative to the interest rates on the Rated Notes (taking into account in respect of the amounts due to or by the Issuer pursuant to the terms of the Swap Agreement) (as to which, see "*Interest Rate Risk for the Notes*" below) and the performance of the Portfolio.

   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 and from the application of Available Principal Receipts as Principal Addition Amounts to cure any Revenue Deficit in accordance with item (e) of the Pre-Enforcement Principal Priority of Payments.

   To the extent that the amount of Available Revenue Receipts on each Interest Payment Date following the Closing Date, up to but excluding the Class B Redemption Date exceeds the aggregate of the payments required to be met under items (a) to (h) (inclusive) of the Pre-Enforcement Revenue Priority of Payments, such excess is available to replenish the Liquidity Reserve Fund Ledger up to and including an amount equal to the Liquidity Reserve Fund Required Amount.

2. **Use of Available Principal Receipts to pay Revenue Deficit**

   On each Calculation Date prior to the delivery 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 any Liquidity Reserve Fund Release Amounts in meeting a Revenue Deficit on such Interest Payment Date. If the Cash Manager determines that there will be a Revenue Deficit, then pursuant to item (e) of the Pre-Enforcement Principal Priority of Payments, the Cash Manager on behalf of the Issuer shall apply an amount of Available Principal Receipts equal to the lesser of:

   (a) the amount of Available Principal Receipts available for application pursuant to the Pre-Enforcement Principal Priority of Payments on such Interest Payment Date; and

   (b) the amount of such Revenue Deficit,

   (such amount being the "**Principal Addition Amounts**"), in meeting such Revenue 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 "**Revenue Deficit**" shall be, on any Interest Payment Date, an amount equal to any shortfall in Available Revenue Receipts and any Liquidity Reserve Fund Release Amounts to pay:

(a) items (a) to (f)) of the Pre-Enforcement Revenue Priority of Payments;

(b) if the Class B Notes are the Most Senior Class outstanding, item (h) of the Pre-Enforcement Revenue Priority of Payments;

(c) if the Class C Notes are the Most Senior Class outstanding, item (k) of the Pre-Enforcement Revenue Priority of Payments;

(d) if the Class D Notes are the Most Senior Class outstanding, item (m) of the Pre-Enforcement Revenue Priority of Payments;

(e) if the Class E Notes are the Most Senior Class outstanding, item (o) of the Pre-Enforcement Revenue Priority of Payments; and

(f) if the Class F Notes are the Most Senior Class outstanding, item (q) of the Pre-Enforcement Revenue Priority of Payments,

on such Interest Payment Date, as determined by the Cash Manager on the immediately preceding Calculation Date.

Any Available Principal Receipts applied as Principal Addition Amounts will be recorded as a debit on the Principal Deficiency Ledger (as further described below).

For more information about the application of Available Principal Receipts to pay Revenue Deficits, see the section "*Cashflows – Application of Available Principal Receipts to cure a Revenue Deficit*".

3. **Liquidity Reserve Fund and Liquidity Reserve Fund Ledger**

On the Closing Date, the Issuer will establish the Liquidity Reserve Fund to provide liquidity support (and ultimately, credit enhancement) for the Class A Notes and the Class B Notes. The Liquidity Reserve Fund will be funded on the Closing Date by the application of a portion of the proceeds of the issuance of the Class X Notes and the balance standing to the credit of the Liquidity Reserve Fund Ledger as at the Closing Date will be £4,071,170, being the Liquidity Reserve Fund Required Amount as at the Closing Date. Following the Closing Date, the Liquidity Reserve Fund will be funded or replenished, on each Interest Payment Date by amounts of Available Revenue Receipts available for the purpose under item (i) of the Pre-Enforcement Revenue Priority of Payments up to a maximum amount equal to the Liquidity Reserve Fund Required Amount. The Liquidity Reserve Fund Required Amount on each Interest Payment Date falling on or after the Class B Redemption Date will be £0.

The Liquidity Reserve Fund will be deposited in the Issuer Transaction Account (with a corresponding credit being made to the Liquidity Reserve Fund Ledger). The Issuer may invest amounts standing to the credit of the Liquidity Reserve Fund in Authorised Investments. For more information about the application of the amounts standing to the credit of the Liquidity Reserve Fund, see the section "*Cashflows – Application of Monies released from the Liquidity Reserve Fund*" below.

The Cash Manager will maintain the Liquidity Reserve Fund Ledger pursuant to the Cash Management Agreement to record the balance from time to time of the Liquidity Reserve Fund.

Following the determination by the Cash Manager on each Calculation Date up to but excluding the Calculation Date immediately preceding the Class B Redemption Date of the Liquidity Reserve Fund Required Amount in respect of the immediately following Interest Payment Date, the Cash Manager shall determine the Liquidity Reserve Fund Excess Amount to be applied as Available Revenue Receipts on the immediately following Interest Payment Date (if any).

On any Calculation Date up to and including the Calculation Date immediately preceding the Class B Redemption Date (prior to the delivery of an Enforcement Notice), if the Cash Manager determines that on the immediately following Interest Payment Date, there would be a Liquidity Deficit, the Cash Manager will apply on such Interest Payment Date an amount from the Liquidity Reserve Fund equal to the Liquidity Reserve Fund Release Amount, in meeting such 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 Reserve Fund Ledger immediately prior to the application of any Principal Addition Amounts and Available Revenue Receipts pursuant to the Pre-Enforcement Revenue Priority of Payments on such Interest Payment Date).

On the Class B Redemption Date only (but prior to the delivery of an Enforcement Notice), all amounts standing to the credit of the Liquidity Reserve Fund (after first having applied any Liquidity Reserve Fund Release Amount in meeting any Liquidity Deficit against the relevant items in the Pre-Enforcement Revenue Priority of Payments in the order they appear in the Pre-Enforcement Revenue Priority of Payments and debiting such amount from the Liquidity Reserve Fund Ledger) will be applied as Available Principal Receipts in accordance with the Pre-Enforcement Principal Priority of Payments.

Following the delivery of an Enforcement Notice, all amount standing to credit of the Liquidity Reserve Fund will be applied in accordance with the Post-Enforcement Priority of Payments.

4. **Flexible Reserve Fund and Flexible Reserve Fund Ledger**

On the Closing Date, the Issuer will establish the Flexible Reserve Fund to provide for the Subsequent Purchase Price which may be payable by the Issuer, following the Closing Date, in respect of the sale of New Authorised Overdrafts and/or Authorised Overdraft Extensions which are purchased by the Issuer from the Seller under the Mortgage Sale Agreement during the Replenishment Period. Subsequent Purchase Price in respect of New Authorised Overdrafts and Authorised Overdraft Extensions may payable on a deferred basis, following the sale of such New Authorised Overdrafts or Authorised Overdraft Extensions as the Subsequent Purchase Price in respect thereof will be due and payable only on or following the Interest Payment Date following after any Drawing under such New Authorised Overdraft or Authorised Overdraft Extension is made on or after the Closing Date and, in each case, in an amount equal to the amount of such Drawing (to the extent to which Subsequent Purchase Price has not already been paid, in full, in respect thereof). If the Subsequent Purchase Price in respect of any New Authorised Overdraft or Authorised Overdraft Extension is not paid on or prior to the second Interest Payment Date following the Drawing thereunder (in an amount equal to the Principal Balance of Drawing at the time it was made), the Seller will be required to repurchase the related Authorised Overdraft (and, if applicable, any Linked Loans in the same Borrower Group) (see "*Summary of the Key Transaction Documents – Mortgage Sale Agreement*", above).

The Flexible Reserve Fund will be funded on the Closing Date by the application of a portion of the proceeds of the issuance of the Class Z Notes and the balance standing to the credit of the Flexible Reserve Fund Ledger as at the Closing Date will be £10,536.44, being the Flexible Reserve Fund Required Amount as at the Closing Date. Following the Closing Date, the Flexible Reserve Fund will be funded or replenished, on each Interest Payment Date by amounts of Available Principal Receipts available for the purpose under item (c) of the Pre-Enforcement Principal Priority of Payments, up to a maximum amount equal to the Flexible Reserve Fund Required Amount.

The Flexible Reserve Fund will be deposited in the Issuer Transaction Account (with a corresponding credit being made to the Flexible Reserve Fund Ledger). The Issuer may invest amounts standing to the credit of the Flexible Reserve Fund in Authorised Investments. For more information about the application of the amounts standing to the credit of the Flexible Reserve Fund, see the sections "*Summary of the Key Transaction Documents – Mortgage Sale Agreement*" above and "*Cashflows – Application of Monies released from the Flexible Reserve Fund*" below.

The Cash Manager will maintain the Flexible Reserve Fund Ledger pursuant to the Cash Management Agreement to record the balance from time to time of the Flexible Reserve Fund. The Servicer shall determine, on each Calculation Date, the Flexible Reserve Fund Required Amount in respect of the immediately following Interest Payment Date.

Following the delivery of an Enforcement Notice, all amount standing to credit of the Flexible Reserve Fund will be applied in accordance with the Post-Enforcement Priority of Payments.

5. **Use of Revenue Receipts to pay Subsequent Purchase Price in respect of a Drawing under an Unarranged Overdraft, on a net settled basis**

In respect of any Drawing under an Unarranged Overdraft, the Subsequent Purchase Price in respect thereof will be payable by the Issuer on the date of such Drawing from Revenue Receipts then standing to the credit of the Revenue Ledger (including those Revenue Receipts comprising the Pass-Through Servicing Fee which has been paid by the relevant Borrower from amounts drawn for the purpose under that Drawing).

The Seller will separately be required to pay to the Issuer an amount in respect of the Collection corresponding to the amount applied from the relevant Drawing to pay fees in respect of the relevant Loan. The payment obligation of the Seller and the payment of the Issuer described in this paragraph will be made on a net settled basis on the date on which the relevant Drawing is made.

6. **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: the Class A Principal Deficiency Sub-Ledger, the Class B Principal Deficiency Sub-Ledger, the Class C Principal Deficiency Sub-Ledger, the Class D Principal Deficiency Sub-Ledger, the Class E Principal Deficiency Sub-Ledger, the Class F Principal Deficiency Sub-Ledger and the Class Z Principal Deficiency Sub-Ledger, (each a "**Principal Deficiency Sub-Ledger**"). Any Losses on the Portfolio and/or any Principal Addition Amounts will be recorded as a debit (on the date that the Cash Manager is informed of such Losses by the Servicer or such Principal Addition Amounts are determined by the Cash Manager (as applicable)) first (a) to the Class Z Principal Deficiency Sub-Ledger up to a maximum amount equal to the Principal Amount Outstanding of the Class Z Notes; then (b) to the Class F Principal Deficiency Sub-Ledger up to a maximum amount equal to the Principal Amount Outstanding of the Class F Notes; then (c) to the Class E Principal Deficiency Sub-Ledger up to a maximum amount equal to the Principal Amount Outstanding of the Class E Notes; then (d) to the Class D Principal Deficiency Sub-Ledger up to a maximum amount equal to the Principal Amount Outstanding of the Class D Notes; then (e) to the Class C Principal Deficiency Sub-Ledger up to a maximum amount equal to the Principal Amount Outstanding of the Class C Notes; then (f) to the Class B Principal Deficiency Sub-Ledger up to a maximum amount equal to the Principal Amount Outstanding of the Class B Notes; then (g) to the Class A Principal Deficiency Sub-Ledger up to a maximum amount equal to the aggregate 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 (g), (j), (l), (n), (p), (r) and (s) of the Pre-Enforcement Revenue Priority of Payments (if any) (which amounts shall, for the avoidance of doubt, thereupon become Available Principal Receipts).

7. **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 Liquidity Reserve Fund Ledger (other than any amounts representing Liquidity Reserve Fund Release Amounts or Liquidity Reserve Fund Excess Amounts), amounts standing to the credit of the Flexible Reserve Fund Ledger (other than any amounts representing Flexible Reserve Fund Excess Amounts), the Swap Collateral Ledger (if any) and following the occurrence of a Set-off Reserve Fund Event, the Set-off Reserve Fund Ledger, it is not intended that any surplus will be accumulated in the Issuer.

If, on any Interest Payment Date while there are Notes outstanding, the Issuer has insufficient Available Revenue Receipts, 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 18 (*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 Trustee enforcing the Security.

8. **Interest Rate Risk for the Notes**

Swap Agreement

On or prior to the Closing Date, the Issuer and the Swap Provider entered into the Swap Agreement. The Swap Provider will pay an amount equal £1,135,200.00, being the "**Initial Exchange Amount**" (as referred to in the relevant confirmation to the Swap Agreement) to the Issuer on the Closing Date which is a net amount payable in connection with (i) a structuring fee payable by the Issuer to the Swap Provider; and (ii) certain payments due from the Swap Provider in connection with the Seller entering into certain pre-hedging arrangements with the Swap Provider prior to the Closing Date. The Initial Exchange Amount shall fund part of the Initial Consideration and shall be paid to the Seller accordingly and, for the avoidance of doubt, shall not form part of the Available Revenue Receipts.

Swap Transactions

Some of the Loans in the Portfolio (the Fixed Rate Loans) pay or will pay a fixed rate of interest. However, the Issuer's interest payment liabilities under the Notes which bear interest are based on SONIA for the relevant period.

To provide a hedge against the possible variance between:

(a) the fixed rates of interest payable on the Fixed Rate Loans in the Portfolio; and

(b) the rate of interest under certain Classes of the Notes being calculated by reference to SONIA,

on or prior to the Closing Date, the Issuer will enter into a Swap Transaction and will, thereafter, enter into further Swap Transactions (or amend existing Swap Transactions) in respect of New Loans, Product Switch Loans or Further Advances which are Fixed Rate Loans in order to mitigate the risk of such variance.

Additionally, (i) the Issuer may enter into additional Swap Transactions if the ratio between the aggregate notional amounts of the Swap Transactions and the aggregate outstanding principal balance of the Fixed Rate Loans in the Portfolio at the relevant time falls below 90%, and (ii) the Issuer and/or the Swap Provider have the right and the Issuer is required, pursuant to the terms of the Mortgage Sale Agreement, if the Seller repurchases any Fixed Rate Loan(s) forming part of the Portfolio from the Issuer, to partially terminate the Swap Transaction(s) in respect of a proportion of the notional amount equal to the Principal Balance of the Fixed Rate Loans repurchased by the Seller.

Under each Swap Transaction, on each Interest Payment Date the Issuer will pay to the Swap Provider an amount calculated by reference to a Swap Fixed Rate, and the Swap Provider will

pay to the Issuer a floating amount calculated by reference to Compounded Daily SONIA in accordance with the Swap Agreement. The Swap Fixed Rate in respect of the Swap Transaction entered into on or prior to the Closing Date is 3.72% (the "**Initial Swap Fixed Rate**").

Under each Swap Transaction, on each Interest Payment Date (subject to such amount netting against the Swap Provider Swap Amount if any due from the Swap Provider on such date), the amount the Issuer will pay to the Swap Provider (the "**Issuer Swap Amount**") which shall be equal to the product of:

(a) the notional amount of the Swap Transaction for the related Swap Calculation Period thereunder;

(b) the Swap Fixed Rate; and

(c) the day count fraction (Actual/365 (Fixed)),

provided that in the event the fixed rate under a Swap Transaction is negative such that the amount due and payable by the Issuer to the Swap Provider on an Interest Payment Date would be a negative sum, the Swap Provider shall instead pay to the Issuer the absolute value of such amount as part of the Swap Provider Swap Amount.

Notwithstanding the foregoing, (i) in the event Compounded Daily SONIA as calculated under the Swap Agreement is negative for any related Swap Calculation Period such that the amount due and payable by the Swap Provider to the Issuer on such Interest Payment Date would be a negative sum, the Issuer shall instead pay to the Swap Provider the absolute value of such amount and/or (ii) in the event the fixed rate under a Swap Transaction is negative such that the amount due and payable by the Issuer to the Swap Provider on an Interest Payment Date would be a negative sum, the Swap Provider shall instead pay to the Issuer the absolute value of such amount.

The notional amount under each Swap Transaction is determined by reference to a fixed amortisation schedule applicable to that Swap Transaction and such fixed amortisation schedule may be modified from time to time including if any Swap Transaction is terminated in part if and when any Loans are repurchased by the Seller (in which case the relevant amortisation schedules will be adjusted accordingly). Each amortisation schedule will be based on the expected repayment profile of the Fixed Rate Loans assuming a 10% constant prepayment rate and 0% defaults and delinquencies. The notional amount under each Swap Transaction is independent from, and does not necessarily match to, the balance of the Fixed Rate Loans in the Portfolio for the related calculation period under that Swap Transaction.

For the purposes of determining the adjustments that apply to, and the amounts payable under, a Swap Transaction, the following definitions apply:

"**Swap Calculation Period**" means, in respect of a Swap Transaction, each period that commences on (and includes) a Swap Payment Date and ends on (but excludes) the next following Swap Payment Date, except that the first Swap Calculation Period for that Swap Transaction shall be the period commencing on (and including) the Closing Date and ending on (but excluding) the first Swap Payment Date immediately following the Closing Date.

"**Swap Fixed Rate**" means the rate specified as the "Fixed Rate" in the confirmation for a Swap Transaction.

"**Swap Notional Amount**" means, the notional amount in Sterling corresponding to the relevant Swap Calculation Period in the amortisation schedule included in the confirmation for the relevant Swap Transaction.

The Swap Transaction may not fully hedge the Issuer's interest rate risk as discussed under the section entitled "*Risk Factors – Interest Rate Risk*" above.

General

If a payment is made by the Swap Provider under the Swap Agreement (other than (i) any early termination amount received by the Issuer under the Swap Agreement (excluding any early termination amount received by the Issuer under the Swap Agreement in connection with any Fixed Rate Loan repurchases pursuant to the Additional Termination Event (under and as defined in the Swap Agreement) unless such amount is expressed to form part of Available Principal Receipts but excluding, if applicable, any portion of the Repurchase Price which is applied in the payment of a Mark to Market Amount to the Swap Provider in connection with such repurchase, (ii) Swap Collateral, (iii) any Replacement Swap Premium paid to the Issuer, (iv) Initial Exchange Amount (as defined in the Swap Agreement), and (v) amounts in respect of Swap Tax Credits on such Interest Payment Date excluding, 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 under the Swap Agreement, 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 "*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 Swap Transaction, arranging for its obligations under the Swap Transaction 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 Swap Transaction. 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, and in certain cases in part but not whole, 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 becoming illegal;

(f) if certain force majeure events occur under the Swap Agreement;

(g) in certain circumstances, if a deduction or withholding for or on account of taxes is imposed on payments under any Swap Transaction due to a change in law;

(h) 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;

(i) service by the Trustee of an Enforcement Notice on the Issuer pursuant to Condition 11 (*Events of Default*) of the Notes;

(j) if there is a redemption in full (but not in part) of the Notes pursuant to Condition 8.3 (*Mandatory Redemption of the Notes pursuant to the exercise of the Clean-up Call Option*), 8.4 (*Mandatory Redemption of the Notes following the exercise of the Regulatory*

Change Option), 8.5 (*Mandatory Redemption of the Notes following the exercise of the Risk Retention Regulatory Change Option*), Condition 8.6 (*Mandatory Redemption of the Notes following the exercise of the Tax/Illegality Event Option*) or any other Condition (other than any redemption in accordance with Condition 8.1 (*Redemption at Maturity*) or any other redemption in full with the prior written consent of the Swap Provider) in respect of the Notes specifying that the Notes will be redeemed in whole and not in part;

(k) any of the Transaction Documents are modified, waived, amended or supplemented or such modification, waiver, amendment or supplement is consented to by the Noteholders and/or Certificateholders without the Swap Provider's prior written consent (such consent not to be unreasonably withheld or delayed) and such modification, waiver, amendment or supplement would, in the reasonable opinion of Swap Provider, have the effect:

(i) that immediately thereafter, the Swap Provider would be required to pay more or to receive less from a third-party transferee if it were to transfer each of the "Transaction(s)" (as defined in the relevant Swap Agreement) to such third-party transferee (subject to and in accordance with the terms of the Swap Agreement) than would otherwise be the case if such amendment, waiver, modification, supplement or consent were not made;

(ii) of altering the amount, timing or priority of any payments or deliveries due from the Issuer to the Swap Provider or from the Swap Provider to the Issuer or adversely affecting the Issuer's ability to make such payments or deliveries to the Swap Provider;

(iii) of altering any requirement to obtain the Swap Provider's prior consent (written or otherwise) in respect of any matter in relation to the Transaction Documents;

(iv) of (1) altering any other terms which would modify a payment date under any Swap Agreement or (2) cause the Notes to be redeemed in full or the Portfolio to be sold or otherwise disposed of in full (other than as permitted or contemplated by the Transaction Documents as at the date of the relevant Swap Agreement) which in respect of (2) adversely affects the Swap Provider's rights or obligations under the relevant Swap Agreement or the Transaction Documents;

(v) amending Condition 8 (*Redemption*) or any additional redemption rights in respect of the Notes, Condition 13.5 (*Modification to the Transaction Documents*), Certificates Condition 12.5 (*Modification to the Transaction Documents*), Clause 15.2 (*Post-Event of Default Modifications*) of the Deed of Charge, Clause 17 (*Modification*) of the Trust Deed or paragraph 11 of Part 2 of Schedule 3 (*Issuer Covenants*) of the Incorporated Terms Memorandum which adversely affects the Swap Provider's rights or obligations under the relevant Swap Agreement or the Transaction Documents;

(vi) of altering the Swap Provider's status as a Secured Creditor;

(vii) of altering the rights of the Swap Provider in relation to the Security (however so described, and including as a result of changing the nature or the scope of, or releasing such Security, other than as permitted or contemplated by the Transaction Documents as at the date of the relevant Swap Agreement) granted by the Issuer in favour of the Trustee on behalf of the Secured Creditors;

(viii) altering the definitions of any terms used in any Transaction Documents relating to the above matters in sub-paragraphs (i)-(vii) adversely affecting the Swap Provider's rights or obligations under the relevant Swap Agreement or the Transaction Documents; or

(ix) of otherwise being materially prejudicial to the Swap Provider; and

(l) the beneficial title to and interest in the Portfolio is sold in full by the Issuer.

(m) if the Seller repurchases any Fixed Rate Loan(s) forming part of the Portfolio from the Issuer.

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 make a termination payment to the other. This termination payment 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 a Swap Transaction and the circumstances prevailing at the time of termination, any such termination payment could be substantial and may affect the funds available for paying amounts due to the Noteholders. Any termination payment made by the Swap Provider to the Issuer may be used by the Issuer as Replacement Swap Premium in order to make payments to a replacement Swap Provider (and may therefore not be used as Available Revenue Receipts).

The Issuer will use its reasonable endeavours, upon termination of the Swap Agreement, to find a replacement Swap Provider although no guarantees of such replacement can be given.

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 Swap Transactions.

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 is imposed on payments made by it 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.

9. **The Set-off Indemnity, Set-off Collateral and Set-off Reserve Fund**

Under the Mortgage Sale Agreement, the Seller provides an indemnity in favour of the Issuer in respect of the certain set-off risks subject to and in accordance with the terms of the Set-off Indemnity. Following the occurrence of a Set-off Reserve Fund Event, the Seller is required, pursuant to the terms of the Mortgage Sale Agreement, to transfer to the Issuer the Set-off Reserve Fund Delivery Amount (and the Issuer, or the Cash Manager on its behalf will procure that such amount is credited to the Set-off Reserve Fund). Amounts paid to the Issuer under the Set-off Indemnity and amounts standing to the credit of the Set-off Reserve Fund will be applied, as Available Principal Receipts or Available Revenue Receipts, as applicable, if and to the extent of any Set-off Indemnity Shortfall. The Seller is also required, in accordance with the terms of the Mortgage Sale Agreement, to provide collateral for its obligations under the Set-off Indemnity and in respect of the obligation to pay the Set-off Reserve Fund Delivery Amount, in an amount equal to the Set-off Collateral Amount or, at the election of the Seller, equal to such greater amount as may be required to maintain the then current rating of the Rated Notes (see sections headed "*Summary of the Key Transaction Documents – Mortgage Sale Agreement – Set-off Indemnity*" above and "*Cashflows – Set-off Collateral*" below).

Following the delivery of an Enforcement Notice, amount standing to credit of the Set-off Reserve Fund will be applied in accordance with the Post-Enforcement Priority of Payments in respect of any Set-off Indemnity Shortfall.

10. **The Wet Funding Facility**

On or about the Closing Date, the Issuer will enter into the Wet Funding Facility Agreement and have the a revolving facility (the "**Wet Funding Facility**") made available to it thereunder.

Amounts drawn under the Wet Funding Facility will be available to the Issuer, if the Wet Funding Facility Provider so elects, to fund the payment of Subsequent Purchase Price on any Sale Date or Drawing Date, as applicable, provided that, drawings under the Wet Funding Facility may be made on a net settled basis, where applicable, to be netted against amounts owed to the Issuer on any relevant Sale Date or Drawing Date, as applicable, in respect of any Subsequent Purchase Price payable on that date.

The maximum amount available to be drawn under the Wet Funding Facility shall be, as at the Closing Date and until (but excluding) the Wet Funding Termination Date, £442,627,842.35 and, on and from the Wet Funding Termination Date, £0 (the "**Wet Funding Maximum Amount**") less any amounts which have previously been drawn by the Issuer under the Wet Funding Facility and have not yet been repaid.

In this section, "**Wet Funding Termination Date**" means (a) the first date on which (i) there are no Undrawn Amounts then held by the Issuer and no Authorised Overdrafts held by the Issuer in respect of which an Undrawn Amount may become available, (ii) the Replenishment Period has ended and (iii) all Subsequent Purchase Price due to be paid by the Issuer has been paid in full or, if earlier (b) the earlier of the date (i) falling 30 Business Days after the date on which an Enforcement Notice is delivered; (ii) on which any Call Option is exercised; and (iii) which is the Final Maturity Date.

See the sections headed "*Summary of the Key Transaction Documents – Wet Funding Facility Agreement*" above and "*Cashflows - Application of Amounts drawn under the Wet Funding Facility*" below for further information.

CASHFLOWS

Application of Available Principal Receipts to cure a Revenue Deficit

Prior to delivery of an Enforcement Notice on the Issuer, if the Cash Manager calculates that there will be a Revenue Deficit on the immediately following Interest Payment Date (taking into account any Liquidity Reserve Fund Release Amounts), the Issuer shall apply Available Principal Receipts (to the extent available) as Principal Addition Amounts to meet any Revenue Deficit on such Interest Payment Date 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.

If any Principal Addition Amounts are applied on any Interest Payment Date in accordance with item (e) of the Pre-Enforcement Principal Priority of Payments, the Issuer (or the Cash Manager on its behalf) will make a corresponding debit entry in the Principal Deficiency Ledger.

Application of Monies released from the Liquidity Reserve Fund

Prior to delivery of an Enforcement Notice on the Issuer, (i) the Liquidity Reserve Fund Excess Amount will be applied on each Interest Payment Date up to but excluding the Class B Redemption Date as Available Revenue Receipts in accordance with the Pre-Enforcement Revenue Priority of Payments and (ii) an amount equal to the Liquidity Reserve Fund Release Amount will be applied on each Interest Payment Date up to and including the Class B Redemption Date to meet any Liquidity Deficit existing on such Interest Payment Date 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.

On the Class B Redemption Date only, all amounts standing to the credit of the Liquidity Reserve Fund Ledger (after first having applied any Liquidity Reserve Fund Release Amount in meeting any Liquidity Deficit against the relevant items in the Pre-Enforcement Revenue Priority of Payments in the order they appear in the Pre-Enforcement Revenue Priority of Payments and debiting such amount from the Liquidity Reserve Fund Ledger) will be applied as Available Revenue Receipts in accordance with the Pre-Enforcement Revenue Priority of Payments.

Following delivery of an Enforcement Notice on the Issuer, all amounts standing to the credit of the Liquidity Reserve Fund Ledger will be applied in accordance with the Post-Enforcement Priority of Payments.

Application of Available Revenue Receipts prior to the delivery of an Enforcement Notice on the Issuer

On each Interest Payment Date prior to the delivery of an Enforcement Notice by the Trustee on the Issuer, the Cash Manager, on behalf of the Issuer, shall apply or provide for the application of the Available Revenue Receipts, any Liquidity Reserve Fund Release Amount and any Principal Addition Amount 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 payment *pro rata* and *pari passu* according to the respective amounts thereof of any fees, costs, charges, Liabilities, expenses and all other amounts then due to the Trustee and any Appointee under the provisions of the Trust Deed, the Deed of Charge and the other Transaction Documents together with (if payable) VAT thereon as provided therein;

(b) *second*, in or towards payment *pro rata* and *pari passu* according to the respective amounts thereof (in each case without double counting) of:

(i) any remuneration then due and payable to the Agent Bank, the Custodian, the Registrar and the Paying Agents and any fees, costs, charges, Liabilities, expenses and all other amounts then due to them under the provisions of the Agency Agreement, together with (if payable) VAT thereon as provided therein;

(ii) any remuneration then due and payable to the Cash Manager and any fees, costs, charges, Liabilities, expenses and all other amounts 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 or the Legal Title Holder (other than Third Party Amounts) and any fees (including the Servicing Fee), costs, charges, Liabilities and expenses then due to them 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 Servicer Facilitator and any fees, costs, charges, Liabilities and expenses then due to it 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 to it under the provisions of the Corporate Services Agreement, together with (if payable) VAT thereon as provided therein; and

(vi) any remuneration then due and payable to the Issuer Account Bank and any Custodian and any fees, costs, charges, Liabilities, expenses and all other amounts then due and payable to the Issuer Account Bank under the provisions of the Bank Account Agreement and to the Custodian under the provisions of any Custody Agreement, together with (if applicable) VAT thereon as provided therein,

(c) *third*, in or towards payment *pro rata* and *pari passu* according to the respective amounts thereof of:

(i) any amounts due and payable by the Issuer to third parties (other than Third Party Amounts) that (1) are 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) (excluding Tax (but other than amounts of corporation tax payable pursuant to limb (2) of this item (c)(i))) and (2) are paid in accordance with the Transaction Documents, as well as 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 (d) below and then standing to the credit of the Issuer Profit Ledger); and

(ii) any Transfer Costs which the Servicer has failed to pay pursuant to the Servicing Agreement;

(d) *fourth*, to be retained by the Issuer in the Issuer Transaction Account and recorded as a credit in the Issuer Profit Ledger, an amount up to the Issuer Profit Amount;

(e) *fifth*, in or towards payment of any amounts due to the Swap Provider in respect of the Swap Agreement (including any termination payment due and payable by the Issuer) to the extent such amounts due cannot be satisfied by amounts available to be applied in accordance with the Swap Collateral Account Priority of Payments (other than any Swap Collateral Account Surplus), and excluding, if applicable, any Swap Subordinated Amounts;

(f) *sixth*, in or towards the payment, *pro rata* and *pari passu* of:

(i) all amounts and liabilities then due and payable to the Wet Funding Facility Provider by way of interest, fees, costs, charges and expenses under the Wet Funding Facility Agreement; and

(ii) *pro rata* and *pari passu*, interest due and payable on the Class A Notes on the relevant Interest Payment Date;

(g) *seventh*, (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 on that Interest Payment Date as Available Principal Receipts);

(h) *eighth,* in or towards the payment, *pro rata* and *pari passu*, of interest due and payable on the Class B Notes on the relevant Interest Payment Date;

(i) *ninth,* so long as the Class B Notes remain outstanding following such Interest Payment Date, amount to be retained by the Issuer and credited to the Liquidity Reserve Fund Ledger until the amount standing to the credit of the Liquidity Reserve Fund Ledger is equal to the Liquidity Reserve Fund Required Amount;

(j) *tenth,* (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 on that Interest Payment Date as Available Principal Receipts);

(k) *eleventh,* in or towards the payment, *pro rata* and *pari passu*, of interest due and payable on the Class C Notes on the relevant Interest Payment Date;

(l) *twelfth*, (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 on that Interest Payment Date as Available Principal Receipts);

(m) *thirteenth* , in or towards the payment, *pro rata* and *pari passu*, of interest due and payable on the Class D Notes on the relevant Interest Payment Date;

(n) *fourteenth*, (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 on that Interest Payment Date as Available Principal Receipts);

(o) *fifteenth*, in or towards the payment, *pro rata* and *pari passu*, of interest due and payable on the Class E Notes on the relevant Interest Payment Date;

(p) *sixteenth*, (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 on that Interest Payment Date as Available Principal Receipts);

(q) *seventeenth*, in or towards the payment, *pro rata* and *pari passu*, of interest due and payable on the Class F Notes on the relevant Interest Payment Date;

(r) *eighteenth*, (so long as the Class F Notes remain outstanding following such Interest Payment Date), to credit the Class F Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied on that Interest Payment Date as Available Principal Receipts);

(s) *nineteenth*,(so long as the Class Z Notes remain outstanding following such Interest Payment Date), to credit the Class Z Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied on that Interest Payment Date as Available Principal Receipts);

(t) *twentieth*, in or towards repayment, *pro rata* and *pari passu*, of principal amounts outstanding on the Class X Notes until the Principal Amount Outstanding on the Class X Notes has been reduced to zero;

(u) *twenty-first*, to pay in accordance with the terms of the Swap Agreement to the Swap Provider in respect of any Swap Subordinated Amounts to the extent such amounts due cannot be satisfied by amounts available to be applied in accordance with the Swap Collateral Account Priority of Payments (other than any Swap Collateral Account Surplus);

(v) *twenty-second,* to pay any other amounts of Tax due and payable by the Issuer, which amounts have been 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 where not otherwise provided for above;

(w) *twenty-third*, on any Interest Payment Date falling within a Determination Period, all remaining amounts to be credited to the Issuer Transaction Account to be applied on the next Interest Payment Date as Available Revenue Receipts; and

(x) *twenty-fourth*, any excess amounts *pro rata* and *pari passu* as Residual Payments to the holders of the Certificates.

Application of Available Principal Receipts prior to the delivery of an Enforcement Notice on the Issuer

Prior to the delivery 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*, in or towards payment of all amounts and liabilities then due and payable to the Wet Funding Facility Provider by way of principal repayment under the Wet Funding Facility Agreement;

(b) *second*, in or towards the Subsequent Purchase Price then due and payable to the Seller in respect of any Drawings under any Authorised Overdraft, New Authorised Overdraft and any Authorised Overdraft Extension, if and to the extent not paid by the Issuer on the relevant Sale Date or the relevant Drawing Date, as applicable, from amounts drawn under the Wet Funding Facility;

(c) *third*, to be retained by the Issuer in the Issuer Transaction Account and credited to the Flexible Reserve Fund Ledger until the amount standing to the credit of the Flexible Reserve Fund Ledger is equal to the Flexible Reserve Fund Required Amount;

(d) *fourth*, in or towards the Subsequent Purchase Price then due and payable to the Seller in respect of any New Loan and any Further Advance in respect of a Loan and any Drawing under an Unauthorised Overdraft, if and to the extent not paid by the Issuer on the relevant Sale Date or Drawing Date, as applicable, from amounts drawn under the Wet Funding Facility;

(e) *fifth*, any Principal Addition Amounts to be applied to meet any Revenue Deficit;

(f) *sixth*, in or towards repayment, *pro rata* and *pari passu*, of principal amounts outstanding under the Class A Notes until the Principal Amount Outstanding under the Class A Notes has been reduced to zero;

(g) *seventh*, in or towards repayment, *pro rata* and *pari passu*, of principal amounts outstanding under the Class B Notes until the Principal Amount Outstanding under the Class B Notes has been reduced to zero;

(h) *eighth*, in or towards repayment, *pro rata* and *pari passu*, of principal amounts outstanding under the Class C Notes until the Principal Amount Outstanding under the Class C Notes has been reduced to zero;

(i) *ninth*, in or towards repayment, *pro rata* and *pari passu*, of principal amounts outstanding under the Class D Notes until the Principal Amount Outstanding under the Class D Notes has been reduced to zero;

(j) *tenth*, in or towards repayment, *pro rata* and *pari passu*, of principal amounts outstanding under the Class E Notes until the Principal Amount Outstanding under the Class E Notes has been reduced to zero;

(k) *eleventh*, in or towards repayment, *pro rata* and *pari passu*, of principal amounts outstanding under the Class F Notes until the Principal Amount Outstanding under the Class F Notes has been reduced to zero;

(l) *twelfth*, in or towards repayment, *pro rata* and *pari passu*, of principal amounts outstanding under the Class Z Notes until the Principal Amount Outstanding under the Class Z Notes has been reduced to zero; and

(m) *thirteenth*, any excess amounts to be applied on that Interest Payment Date as Available Revenue Receipts pursuant to the Pre-Enforcement Revenue Priority of Payments.

Distributions following the delivery of an Enforcement Notice on the Issuer

After an Enforcement Notice has been served on the Issuer, the Trustee (or the Cash Manager on its behalf) or any Receiver appointed by the Trustee in connection with the enforcement of the Security will apply all amounts received or recovered other than:

(a) any amounts standing to the credit of the Set-off Reserve Fund, which will be applied, (i) prior to the Final Collateralised Notes Redemption Date, in accordance with the Post-Enforcement Priority of Payments to the extent of any Set-off Indemnity Shortfall only and (ii) on the Final Collateralised Notes Redemption Date the amount then standing to the credit of the Set-off Reserve Fund to be paid to the Seller by way of (partial) rebate of the Set-off Reserve Fund Delivery Amount under the Mortgage Sale Agreement;

(b) any amount standing to the credit of the Swap Collateral Accounts which will be applied 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 Pre-Enforcement Revenue Priority of Payments); and

(c) any amount standing to the credit of the Issuer Profit Ledger, 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 payment, *pro rata* and *pari passu*, according to the respective amounts thereof of any fees, costs, charges, Liabilities, expenses and all other amounts then due and payable to the Trustee, the Receiver and any Appointee under the provisions of the Trust Deed, the Deed of Charge, and the other Transaction Documents, together with (if payable) VAT thereon as provided therein;

(b) *second*, in or towards payment, *pro rata* and *pari passu*, according to the respective amounts thereof of:

(i) any remuneration then due and payable to the Agent Bank, the Custodian, the Registrar and the Paying Agents and any costs, charges, Liabilities, expenses and all other amounts then due and payable to them under the provisions of the Agency Agreement, together with (if payable) VAT thereon as provided therein;

(ii) any remuneration then due and payable to the Cash Manager and any fees, costs, charges, Liabilities and expenses and all other amounts then due to it under the provisions of the Cash Management Agreement, together with VAT (if payable) thereon as provided therein;

(iii) any remuneration then due and payable to the Servicer and the Legal Title Holder and any fees (including the Servicing Fee), costs, charges, Liabilities, expenses and all other amounts then due to them 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 Servicer Facilitator and any fees, costs, charges, Liabilities and expenses then due to it under the provisions of the Servicing Agreement, together with (if applicable) 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; and

(vi) any remuneration then due and payable to the Issuer Account Bank and any Custodian and any fees, costs, charges, Liabilities, expenses and all other amounts then due and payable to the Issuer Account Bank under the provisions of the Bank Account Agreement and to the Custodian under the provisions of any Custody Agreement, together with (if applicable) VAT thereon as provided therein; and

(c) *third*, to be retained by the Issuer in the Issuer Transaction Account and recorded as a credit in the Issuer Profit Ledger, an amount up to the Issuer Profit Amount;

(d) *fourth*, to pay in or towards satisfaction of any amounts due to the Swap Provider in respect of the Swap Agreement (including any termination payment due and payable by the Issuer) to the extent such amounts due cannot be satisfied by amounts available to be applied in accordance with the Swap Collateral Account Priority of Payments (other than any Swap Collateral Account Surplus), and excluding, if applicable, any Swap Subordinated Amounts;

(e) *fifth*, in or towards payment of all amounts and liabilities then due and payable to the Wet Funding Facility Provider by way of interest, fees, costs, charges and expenses under the Wet Funding Facility Agreement;

(f) *sixth*, in or towards payment of all amounts and liabilities then due and payable to the Wet Funding Facility Provider by way of principal repayment under the Wet Funding Facility Agreement;

(g) *seventh*, in or towards the payment of any Subsequent Purchase Price then due and payable by the Issuer to the Seller, if and to the extent not paid by the Issuer on the relevant Sale Date or the relevant Drawing Date, as applicable, from amounts drawn under the Wet Funding Facility;

(h) *eighth*, in or towards the payment, *pro rata* and *pari passu*, of interest due and payable in respect of the Class A Notes;

(i) *ninth*, in or towards the payment of principal amounts outstanding under the Class A Notes until the Principal Amount Outstanding under the Class A Notes has been reduced to zero;

(j) *tenth*, in or towards the payment, *pro rata* and *pari passu*, of interest due and payable in respect of the Class B Notes;

(k) *eleventh*, in or towards the payment of principal amounts outstanding under the Class B Notes until the Principal Amount Outstanding under the Class B Notes has been reduced to zero;

(l) *twelfth*, in or towards the payment, *pro rata* and *pari passu*, of interest due and payable in respect of the Class C Notes;

(m) *thirteenth*, in or towards the payment of principal amounts outstanding under the Class C Notes until the Principal Amount Outstanding under the Class C Notes has been reduced to zero;

(n) *fourteenth*, in or towards the payment, *pro rata* and *pari passu*, of interest due and payable in respect of the Class D Notes;

(o) *fifteenth*, in or towards the payment of principal amounts outstanding under the Class D Notes until the Principal Amount Outstanding under the Class D Notes has been reduced to zero;

(p) *sixteenth*, in or towards the payment, *pro rata* and *pari passu*, of interest due and payable in respect of the Class E Notes;

(q) *seventeenth*, in or towards the payment of principal amounts outstanding under the Class E Notes until the Principal Amount Outstanding under the Class E Notes has been reduced to zero;

(r) *eighteenth*, in or towards the payment, *pro rata* and *pari passu*, of interest due and payable in respect of the Class F Notes;

(s) *nineteenth*, in or towards the payment of principal amounts outstanding under the Class F Notes until the Principal Amount Outstanding under the Class F Notes has been reduced to zero;

(t) *twentieth*, in or towards the payment of principal amounts outstanding under the Class Z Notes until the Principal Amount Outstanding under the Class Z Notes has been reduced to zero;

(u) *twenty-first*, in or towards the payment of principal amounts outstanding under the Class X Notes until the Principal Amount Outstanding under the Class X Notes has been reduced to zero;

(v) *twenty-second*, to pay any corporation tax of the Issuer not otherwise capable of being paid from amounts standing to the credit of the Issuer Profit Ledger;

(w) *twenty-third*, to pay in accordance with the terms of the Swap Agreement to the Swap Provider in respect of any Swap Subordinated Amounts to the extent such amounts due cannot be satisfied by amounts available to be applied in accordance with the Swap Collateral Account Priority of Payments (other than any Swap Collateral Account Surplus);

(x) *twenty-fourth*, any excess amounts to be paid, *pro rata* and *pari passu* as Residual Payments to the holders of the Certificates.

Swap Collateral

In the event that the Swap Provider is required to transfer Swap Collateral to the Issuer in respect of its obligations under the Swap Agreement in accordance with the terms of the Credit Support Annex of the Swap Agreement (the "**Swap Credit Support Annex**"), that Swap Collateral (and any interest and/or distributions earned thereon) will be credited to a Swap Collateral Account and credited to the Swap Collateral Ledger, together with any Swap Tax Credits which will be credited to the relevant Swap Collateral Account and recorded on the Swap Collateral Ledger on receipt by the Issuer. In addition, upon any early termination of the Swap Agreement (a) any Replacement Swap Premium received by the Issuer from a replacement swap provider and, (b) any termination payment received by the Issuer from the outgoing Swap Provider will be credited to a Swap Collateral Account and recorded on the Swap Collateral Ledger.

Amounts and securities standing to the credit of each Swap Collateral Account (including interest, distributions and redemption or sale proceeds thereon or thereof) and recorded on the Swap Collateral Ledger will not be available for the Issuer or the Trustee to make payments to the Secured Creditors generally, but may be applied by the Cash Manager (on the instructions of the Issuer) only in accordance with 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 to the relevant 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 when due in accordance with the relevant Swap Credit Support Annex of any Return Amounts (as defined in the Swap Credit Support Annex), Interest Amounts and Distributions (as defined in the Swap Credit Support Annex), 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 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 a termination payment (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 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 payment of any termination payment and any interest thereon, if applicable, due to the outgoing Swap Provider; and

(iii) *third*, the surplus (if any) on such day to be transferred to the Issuer Transaction Account to be applied as Available Revenue Receipts;

(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 a Swap Provider Default or Swap Provider Downgrade Event, 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 a termination payment (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 the following order of priority:

(i) *first*, in or towards payment of any termination payment 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 on such day to be transferred to the Issuer Transaction Account to be applied as Available Revenue Receipts;

(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 termination payment and any interest thereon, if applicable, due to the outgoing Swap Provider; and

(f) following payments of amounts due pursuant to (e) above, if amounts remain standing to the credit of a Swap Collateral Account, 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 remaining after payment of such Replacement Swap Premium to be transferred to the Issuer Transaction Account to be applied as Available Revenue Receipts,

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, the Issuer (or the Cash Manager on its behalf) will be permitted to withdraw an amount from a Swap Collateral Account (which shall be debited to the Swap Collateral Ledger), 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 but for the designation of an Early Termination Date under the Swap Agreement, such surplus to be transferred to the Issuer Transaction 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 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 Fixed Rate Loans that are Enforced Loans or more than 90 days in Arrears) is reduced to zero,

then the amount standing to the credit of such Swap Collateral Account on such day shall be transferred to the Issuer Transaction Account to be applied as Available Revenue Receipts as soon as reasonably practicable thereafter.

The Swap Collateral Cash Account will be opened in the name of the Issuer and will be held at a financial institution which satisfies the Account Bank Minimum Rating (being, as at the Closing Date, the Issuer Account Bank). A Swap Collateral Account and Swap Collateral Ledger 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 the Swap Collateral Accounts and the debts represented thereby in favour of the Trustee for the Trustee itself and on trust for the Secured Creditors (which may, however, take effect as a floating charge and therefore rank behind the claims of any preferential creditors of the Issuer).

For the avoidance of doubt, Swap Collateral may not be invested by the Issuer in Authorised Investments or in any other form.

Swap Settlement Provisions

The Seller and the Swap Provider have entered into a certain ISDA Master Agreement (a "**Pipeline ISDA**") in order to, among others, enter into one or more interest rate swap transactions in connection with certain pre-hedging arrangements related to certain Fixed Rate Loans which are to be added to the Portfolio (each such transaction a "**Pipeline Transaction**").

On or prior to the Closing Date, the Issuer will enter into the Swap Agreement and the initial Swap Transaction and, from time to time, may enter into further Swap Transactions (each, a "**Further Swap Transaction**") in respect of any Fixed Rate Loans added to the Portfolio from time to time.

The intention is that the entry into the Further Swap Transaction will take place on the same day that the Pipeline Transaction related to the same Fixed Rate Loan is terminated. As a result of the termination of the Pipeline Transaction, either the Seller or the Swap Provider may be required to make a termination payment (a "**Pipeline Termination Payment**") to the other party reflecting the mark-to-market value of the Pipeline Transaction at that time. In connection with the entry into a Further Swap Transaction, the Issuer or the Swap Provider may be required to make an upfront payment to the other party (a "**Swap Premium Payment**") as a result of that Further Swap Transaction being entered into on off-market terms to reflect the mark-to-market value of the relevant Pipeline Transaction prior to it being terminated.

The Seller and the Issuer have agreed as follows:

i. if the Swap Premium Payment is due to the Issuer, the Issuer agrees that it will instruct that the Swap Provider pays the Swap Premium Payment, to the Issuer's order, to the Seller directly. The Seller and the Issuer acknowledge that, such payment by the Swap Provider will be applied on a net settled basis to satisfy the obligation of the Issuer to pay to the Seller the Mark to Market Sale Date Adjustment in connection with the sale of the related Fixed Rate Loan (a "**Swap Settlement Payment**"); and

ii. if the Swap Premium Payment is due to the Swap Provider, the Issuer agrees that it will instruct that the Seller pays the Swap Premium Payment, to the Issuer's order, to the Swap Provider directly.

The Issuer and the Seller acknowledge that, any such payment by the Seller will satisfy the obligation of the Seller to pay to the Issuer the Mark to Market Sale Date Adjustment in connection with the sale of the related Fixed Rate Loan (a "**Swap Settlement Payment**").

Set-off Collateral

The Seller is required, on and from the Closing Date, to provide security in respect of its obligations under the Set-off Indemnity and in connection with its obligation to pay the Set-off Reserve Fund Delivery Amount in accordance with the provisions set out in the Mortgage Sale Agreement, such security being documented under the Set-off Collateral Security Agreement. That Set-off Collateral (and any interest and/or distributions earned thereon) will be credited to the Set-off Collateral Account. The amount of Set-off Collateral to be provided by the Seller on the Closing Date is £9,400,000 (the "**Initial Set-off Collateral Amount**"). The Initial Set-off Collateral Amount has been sized, in order to facilitate the rating of the Rated Notes on the Closing Date, by reference to the aggregate amounts standing to the credit of Borrower bank accounts, held with the Seller, in excess of the FSCS Limit (the "**FSCS Excess Amount**") (being, as at the Closing Date and for the purposes of calculating the Initial Set-off Collateral Amount, £120,000) multiplied by 120 per cent. as at 31 October 2025. The Seller will be required to provide additional Set-off Collateral from time to time (and no less frequently than annually as at a date selected by the Seller which is no more than one calendar year following after (i) the Closing Date or (ii) the previous Set-off Collateral Test Date, as applicable (the "**Set-off Collateral Test Date** ") as a result of an increase in the FSCS Excess Amount in order to ensure that the Set-off Collateral Amount is equal to a minimum of the FSCS Excess Amount, multiplied by 120 per cent. (the "**Set-off Collateral Minimum Amount** ") as at each Set-off Collateral Test Date. If the Servicer determines, on any date following the Closing Date, that there has been a reduction in the FSCS Excess Amount or that there is an amount standing to the credit of the Set-off Collateral Account in excess of the Set-off Collateral Minimum Amount, it may elect to withdraw a corresponding portion of the Set-off Collateral from the Set-off Collateral Account, provided that the Set-off Collateral Minimum Amount is maintained following such withdrawal. The Seller may also elect to provide additional Set-off Collateral, from time to time, equal to such amount (in excess of the Set-off Collateral Minimum Amount) as may be required to maintain the then current rating of the Rated Notes.

Amounts received by or on behalf of the Issuer pursuant to the Set-off Indemnity or as a Set-off Reserve Fund Delivery Amount, including, if applicable, amounts applied following the enforcement of the security provided pursuant to the Set-off Collateral Security Agreement, will be applied by the Cash Manager in accordance with the terms of the Transaction Documents and subject to and in accordance with the applicable Priority of Payments. If the Seller is required to make a payment to the Issuer in respect of the Set-off Indemnity or, following the occurrence of a Set-off Reserve Fund Event, the Set-off Reserve Fund Delivery Amount in accordance with the terms of the Mortgage Sale Agreement and such payment is not made within twenty (20) Business Days of the date on which the payment obligation arises, the Issuer may enforce the security granted pursuant to the Set-off Collateral Security Agreement and will credit (or procure that such amounts are credited) to the Set-off Reserve Fund Ledger of the Issuer Transaction Account, which amounts can then be applied in accordance with the terms of the Mortgage Sale Agreement and the Cash Management Agreement as Available Principal Receipts or Available Revenue Receipts, in connection with any Set-off Indemnity Shortfall.

The Set-off Collateral Account will be opened in the name of the Seller and will be held at a financial institution which satisfies the Account Bank Minimum Rating. A Set-off Collateral Account and Set-off Reserve Fund Ledger will be established and maintained in respect of the Set-off Indemnity and the Set-off Collateral.

The Set-off Collateral may held in a Set-off Collateral Account as cash and/or may be invested by the Seller in securities or instruments falling within the definition of "Authorised Investments", subject to the terms of the Mortgage Sale Agreement and the Set-off Collateral Security Agreement, from time to time.

Application of Amounts drawn under the Wet Funding Facility

The Wet Funding Facility Provider may advance amounts to the Issuer under the Wet Funding Facility on each Sale Date during the Replenishment Period and on each Drawing Date falling after the Closing Date

in an amount equal to the Subsequent Purchase Price payable by it on that date. Amounts drawn under the Wet Funding Facility will be available to the Issuer, if the Wet Funding Facility Provider so elects, to fund the payment of Subsequent Purchase Price on any Sale Date or Drawing Date, as applicable, provided that, drawings under the Wet Funding Facility may be made on a net settled basis, where applicable, to be netted against amounts owed to the Issuer on any relevant Sale Date or Drawing Date, as applicable, in respect of any Subsequent Purchase Price payable on that date.

The maximum amount available to be drawn under the Wet Funding Facility shall be an amount equal to the Wet Funding Maximum Amount less any amounts drawn but not repaid under the Wet Funding Facility.

All payments due to the Wet Funding Facility Provider under the Wet Funding Facility Agreement will rank in priority to payments of interest and principal on the Notes.

The Issuer will be required to repay any drawing under the Wet Funding Facility in full on the earliest of: (i) the date on which there are Available Principal Receipts available for that purpose pursuant to the Pre-Enforcement Principal Priority of Payments (to the extent of such Available Principal Receipts; and (ii) the Wet Funding Termination Date (or the first Interest Payment Date thereafter, if applicable).

The Issuer will pay interest on the principal amount outstanding of any drawings made under the Wet Funding Facility for each Interest Period at a rate equal to the Wet Funding Rate of Interest from Available Revenue Receipts to be applied in accordance with the Pre-Enforcement Revenue Priority of Payments.

The "**Wet Funding Rate of Interest**" is the Rate of Interest applicable to the Class A Notes from time to time (or, following the redemption in full of the Class A Notes, the Rate of Interest which would have been applicable in respect of the Class A Notes, had they not previously been redeemed in full). The amount of interest payable in respect of the Wet Funding Facility in respect of each Interest Period shall be calculated on a daily basis by applying the Wet Funding Rate of Interest to the principal amount outstanding under the Wet Funding Facility, dividing by 365 and rounding the figure downwards to the nearest penny.

If the Issuer fails to pay any amount payable by it under the Wet Funding Facility Agreement when due, the Issuer must pay interest on the relevant overdue amount from its due date up to the date of actual payment, both before, on and after judgment at a rate equal to 2% per annum above the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted a loan under the Wet Funding Facility Agreement.

The Issuer shall be required to pay to the Wet Funding Facility Provider, under the terms of the Wet Funding Facility Agreement, an amount equal to increased costs incurred by the Wet Funding Facility Provider as a result of the introduction of, any change in, or any change in the interpretation, administration or application of, any law or regulation or compliance with any law or regulation made after the date of the Wet Funding Facility Agreement or the implementation or application of or compliance with Basel III or CRD IV or any other law or regulation which implements Basel III or CRD IV (whether such implementation, application or compliance is by a government, regulator, the Wet Funding Facility Provider or any of its affiliates and subject to certain exceptions).

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 will be registered in the name of the nominee for the Common Depositary (or its nominee) for both Euroclear and Clearstream, Luxembourg. The Registrar will maintain a register in which it will register the nominee for the Common Depositary as the owner of the Global Note.

Upon confirmation by the Common Depositary 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 Lead Manager. 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 Depositary is the registered holder of the Global Note underlying the Book-Entry Interests, the nominee for the Common Depositary will be considered the sole Noteholder of the Global Note 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 the 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 the 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 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 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 Depositary may not be transferred except as a whole by the Common Depositary to a successor of the Common Depositary.

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 Lead Manager, the 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 the Principal Paying Agent, on behalf of the Issuer to the order of the Common Depositary 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 Depositary 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 Depositary, 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 (the "**Record Date**") Euroclear and Clearstream, Luxembourg will determine the identity of the Noteholders for the purposes of making payments to the Noteholders. The Record Date in respect of the Notes (i) where the Notes are in global registered form, shall be at the close of the Business Day (being for this purpose a day on which Euroclear and Clearstream, Luxembourg are open for business) prior to the relevant Interest Payment Date and (ii) where the Notes are in definitive registered form, shall be the date falling 15 days 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 Lead Manager, or the 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 Trustee or the 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 Depositary and, upon final payment, 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 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

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 become 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 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 "*Risk Factors – Registered Definitive Notes and denominations in integral multiples*" above.

Action in respect of the Global Notes and the Book-Entry Interests

Not later than 10 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 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 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 Trustee and notified to Noteholders, publication in such newspaper shall not be required with respect to such information, provided that (so long as the relevant Notes are admitted to trading on the Main Market of the London Stock Exchange and listed on the FCA's Official List), any notice shall also be published in accordance with the relevant guidelines of the London Stock Exchange by a notification in writing to the London Stock Exchange's Regulatory News Service. 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 Trustee may, in accordance with Condition 15.2 (*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 London Stock Exchange. See also Condition 16 (*Notice to Noteholders*) of the Notes.

Eurosystem eligibility

The Notes are not intended to be held in a manner which would allow Eurosystem eligibility.

DESCRIPTION OF THE GLOBAL CERTIFICATES

General

The Certificates, as at the Closing Date, will be represented by a Global Certificate. The Global Certificate will be registered on issue on or around the Closing Date in the name of the nominee for the Common Depositary for Euroclear and Clearstream, Luxembourg. The Registrar will maintain a register in which it will register the nominee for the Common Depositary as the holder of the Global Certificate.

Upon confirmation by the Common Depositary that it has been issued with the Global Certificate, 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.

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 Depositary is the registered holder of the Global Certificate underlying the Certificate Book-Entry Interests, it will be considered the sole Certificateholder of the Certificate represented by the 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 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 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 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 Certificate 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 Depositary may not be transferred except as a whole by that nominee for the Common Depositary to a successor nominee for that Common Depositary or a nominee of a successor of the Common Depositary.

Purchasers of Certificate Book-Entry Interests in the Global Certificate will hold Certificate Book-Entry Interests in the Global Certificate. Investors may hold their Certificate Book-Entry Interests in respect of the 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 continue to perform such procedures, and such procedures may be discontinued at any time. None of the Issuer, the Arranger, the Lead Manager, the 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

The Global Certificate will become exchangeable in whole, but not in part, for definitive Certificates (such exchanged Global Certificate in definitive registered form, "**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 (an "**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 the 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 Certificate

Payment of amounts due in respect of the Global Certificate 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 Depositary or its nominee as the registered holder thereof with respect to the Global Certificate.

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 Depositary 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 Depositary, 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 Certificates. The Record Date in respect of the 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 Lead Manager, the 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 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 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 the Global Certificate may be held only through Euroclear or Clearstream, Luxembourg. The Global Certificate will bear a legend similar to that appearing under the section of this Prospectus entitled "*Transfer Restrictions and Investor Representations*" below, and neither the 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 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 Certificates or any notice of solicitation of consents or requests for a waiver or other action by the Certificateholder of the 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 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 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 Certificate Condition 15 (*Notice to Certificateholders*)). The Trustee may in accordance with the Certificate Condition 15.2 (*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.

Eurosystem eligibility

The Certificates are not intended to be held in a manner which would allow Eurosystem eligibility.

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 £367,290,000 Class A mortgage backed floating rate notes due 2038 (the "**Class A Notes**"), the £39,827,000 Class B mortgage backed floating rate notes due 2038 (the "**Class B Notes**"), the £13,276,000 Class C mortgage backed floating rate notes due 2038 (the "**Class C Notes**"), the £8,850,000 Class D mortgage backed floating rate notes due 2038 (the "**Class D Notes**"), the £4,425,000 Class E mortgage backed floating rate notes due 2038 (the "**Class E Notes**"), the £4,425,000 Class F mortgage backed floating rate notes due 2038 (the "**Class F Notes**" and, together with the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, the "**Rated Notes**"), the £4,436,000 Class Z mortgage backed notes due 2038 (the "**Class Z Notes**" and, together with the Rated Notes, the "**Collateralised Notes**"), the £6,638,000 Class X notes due 2038 (the "**Class X Notes**") (the Class X Notes and the Collateralised Notes together, the "**Notes**"), in each case of Lovelace 01 CBP Plc (the "**Issuer**") are constituted by the Trust Deed dated on or about the Closing Date and made between, among others, the Issuer and the Trustee acting as trustee for Noteholders**.** Any reference in these terms and conditions (the "**Conditions**") to a "**Class**" of Notes or of Noteholders or (as applicable) of 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 F Notes, the Class Z Notes, the Class X Notes or the Certificates, as the case may be, or to the respective holders thereof. Any reference in these Conditions to the Certificate Conditions will be to the terms and conditions of the Certificates (the "**Certificate Conditions**"). 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 the Deed of Charge.

Pursuant to the Agency Agreement, 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, the Agency Agreement, the Incorporated Terms Memorandum and the other Transaction Documents (as defined therein).

Physical copies of the Trust Deed, the Deed of Charge, the Agency Agreement, the Incorporated Terms Memorandum and the other Transaction Documents are available for inspection during normal business hours at the specified office for the time being of each of 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 schedule set out in the Incorporated Terms Memorandum available as described above.

2.2 Interpretation

These Conditions shall be construed in accordance with the principles of construction set out in the Incorporated Terms Memorandum.

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 or Clearstream, Luxembourg, as appropriate. Each Global Note will be deposited with and registered in the name of a common depositary (or a nominee thereof) for Euroclear and Clearstream, Luxembourg.

For so long as the Notes are represented by a Global Note, 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 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 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 become 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 and for so long as Euroclear and Clearstream, Luxembourg so permit, any amount in excess thereof in integral multiples of £1,000.

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.

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, Denomination and Title*) above. 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.

Registration of a Registered Definitive Note 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 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 18 (*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 subordinate to the Class A 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 Class B Notes (the "**Class B Noteholders**") will be 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 18 (*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 subordinate to the Class A Notes and the Class B 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 C Notes (the "**Class C Noteholders**") will be 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 18 (*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 subordinate to the Class A Notes, the Class B Notes and the Class C 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 D Notes (the "**Class D Noteholders**") will be 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 18 (*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 subordinate to the Class A Notes, the Class B Notes, the Class C Notes and the Class D 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 E Notes (the "**Class E Noteholders**") will be 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 F Notes constitute direct, secured and (subject to the limited recourse provision in Condition 12 (*Enforcement*) and Condition 18 (*Subordination by Deferral*)) unconditional obligations of the Issuer. The Class F 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 F Notes (the "**Class F 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 Z Notes constitute direct, secured and (subject to the limited recourse provision in Condition 12 (*Enforcement*) and Condition 18 (*Subordination by Deferral*)) unconditional obligations of the Issuer. The Class Z Notes rank *pari passu* without preference or priority among themselves in relation to payment of principal at all times, but subordinate to the payment of principal in respect of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F 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 Z Notes (the "**Class Z 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 F 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 F Notes remain outstanding), in respect of payments of principal. The Class Z Notes do not bear interest.

(h) The Class X Notes constitute direct, secured and (subject as provided in Condition 18 (*Subordination by Deferral*) and the limited recourse provisions in Condition 12 (*Enforcement*)) unconditional obligations of the Issuer. The Class X Notes rank *pari*

passu without preference or priority among themselves in relation to payment of principal at all times, but subordinate to all payments of interest due in respect of the Rated Notes, as provided in these Conditions and the Transaction Documents. The Class X Notes do not bear interest.

(i) The Trust Deed and the Deed of Charge contain provisions requiring the Trustee, respectively, 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 Trustee (except where expressly provided otherwise) but requiring the Trustee where there is a conflict of interests between one or more classes of Notes in any such case to have regard (except as expressly provided otherwise) to the interests of the holders of the Class of Notes ranking in priority to the other relevant Classes of Notes in the Post-Enforcement Priority of Payments or if there are no Notes then outstanding to the Certificateholders.

(j) The Trust Deed also contains provisions limiting the powers of any Class of Noteholders to request or direct the Trustee to take any action or to pass an effective Extraordinary Resolution according to the effect thereof on the interests of the holders of the Most Senior Class. 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, 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 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 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. **ISSUER COVENANTS**

Save with the prior written consent of the Trustee or unless otherwise permitted under any of 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; or (iii) act as a director of any company;

(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 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, unless such account or interest therein is charged to the Trustee on terms acceptable to the Trustee;

(j) *Purchase Notes*: purchase or otherwise acquire any Notes;

(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; or

(l) *Derivatives*: enter into any derivatives or hedging contracts having the same economic effect.

6. INTEREST

6.1 Accrual of interest

Interest Accrual

Each Rated Note bears interest on its Principal Amount Outstanding from (and including) the Closing Date. Each Rated Note (or, in the case of the redemption of part only of a Rated Note, that part only of such Rated 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 Rated 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. Neither of the Class Z Note nor the Class X Note bears interest.

6.2 Interest Payment Dates

Interest will be payable in arrear on each Interest Payment Date, for all classes of Rated Notes. The first Interest Payment Date will be the Interest Payment Date falling in March 2026.

Interest shall accrue 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, an "**Interest Period**").

6.3 **Rate of Interest**

(a) The rate of interest payable from time to time in respect of each class of the Rated Notes (each a "**Rate of Interest**" and together "**Rates of Interest**") will be determined on the basis of paragraph (b) below:

(b) The Rate of Interest payable from time to time in respect of the Rated Notes will be determined on the basis of the following provisions:

(i) On each Interest Determination Date (as defined below), the Agent Bank will determine the Compounded Daily SONIA (as defined below) at approximately 11.00 a.m. (London time) on that Interest Determination Date.

(ii) The Rate of Interest for the Interest Period in respect of each class of the Rated Notes shall be the Compounded Daily SONIA plus the Relevant Margin (as defined below).

(iii) Subject to paragraph (ii) above, in the event that the Rate of Interest cannot be determined in accordance with the provisions of these Conditions by the Agent Bank (or such other party responsible for the calculation of the Rate of Interest), the Rate of Interest shall be (i) that determined as at the last preceding Interest Determination Date or (ii) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to such Rated Notes for the first Interest Period had the Rated Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Relevant Margin applicable to the first Interest Period).

(iv) The minimum Rate of Interest shall be zero. There will be no maximum Rate of Interest.

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 the 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 Rated Notes for the relevant Interest Period.

The Interest Amounts shall, in respect of a Class of Rated Notes, be determined by applying the relevant Rate of Interest to the Principal Amount Outstanding of such Class of Rated Notes and multiplying the sum by the actual number of days in the Interest Period concerned divided by 365 and rounding the figure downwards to the nearest penny.

6.5 **Publication of Rates of Interest and Interest Amounts**

The Agent Bank shall cause the Rate of Interest and the Interest Amounts for each Class of Rated Notes in respect of each Interest Period and each Interest Payment Date to be notified to the Issuer, the Cash Manager, the Trustee, the Registrar and the Paying Agents (as applicable) and to any stock exchange or other relevant authority on which the Notes are at the relevant time listed and to be published in accordance with Condition 16 (*Notice to Noteholders*) as soon as possible 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 **Determinations by substitute agent**

If the Agent Bank defaults at any time in its obligation to determine the Rates of Interest and the Interest Amounts in accordance with the above provisions, the Issuer shall appoint another agent on its behalf to determine or cause to be determined the Rates of Interest and the Interest Amounts, the former at such rates as, in its absolute discretion (having such regard as it shall think fit to the procedure described above), it shall deem fair and reasonable in all the circumstances and the latter in the manner provided in Condition 6.4 (*Determination of Rates of Interest and Interest Amounts*).

6.7 **Notifications to be Final**

All notifications, opinions, determinations, certificates, calculations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 6, whether by the Agent Bank, the Cash Manager or the Trustee, will (in the absence of wilful default, gross negligence, fraud or manifest error) be binding on the Issuer, the Cash Manager, the Trustee, the Agent Bank, the Registrar, the Paying Agents and all Noteholders and (in the absence of wilful default, gross negligence, fraud or manifest error) no liability to the Issuer or the Noteholders shall attach to the Cash Manager, the Agent Bank, the Registrar or, if applicable, the Trustee in connection with the exercise or non-exercise by any of them of their powers, duties and discretions under this Condition 6 (*Interest*).

6.8 **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 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 Rated Notes for any Interest Period, subject to the prior written approval of the 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.

6.9 **Determinations and Reconciliation**

(a) In the event that the Cash Manager does not receive a Servicer Report with respect to a Collection Period (each such period, a "**Determination Period**"), then the Cash Manager may use 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 6.9(b). 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 6.9(c). Any (i) calculations properly made on the basis of such estimates in accordance with Conditions 6.9(b) and/or 6.9(c); (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 Condition 6.9(b) and/or 6.9(c), 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 preceding the Determination Period:

(i) determine the Interest Determination Ratio (as defined below) 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 6.9(b) above to the actual collections set out in the Servicer Reports 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 and the Trustee of such Reconciliation Amount.

7. PAYMENTS

7.1 Payment of Interest and Principal

Subject to Condition 3.1 (*Form and Denomination*), payments of any amount in respect of a Note, including principal and interest, shall be made by:

(a) (other than in the case of final redemption) Sterling cheque; or

(b) (other than in the case of final redemption) upon application by the relevant Noteholder 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

(c) (in the case of final redemption) Sterling cheque upon surrender (or, in the case of part payment only, endorsement) of the relevant Global Note or Registered Definitive Notes (as the case may be) at the specified office of any Paying Agent.

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 in the place of payment 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 (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 (the "**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 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**:

(a) 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 a person appointed to perform the obligations of the Registrar with a specified office in Ireland or in London; and

(b) the Issuer undertakes that it will ensure that it maintains a Paying Agent in the EU or the United Kingdom which shall, for so long as the Notes are admitted to the FCA's Official List and to trading on the Main Market of the London Stock Exchange, be a Paying Agent in the United Kingdom or such other place as the London Stock Exchange may approve.

Except where otherwise provided in the Trust Deed or the Agency Agreement, the Issuer will cause notice of no more than 30 days and no less than 15 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 Rated 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 Rated 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 together with accrued unpaid interest on the Interest Payment Date falling in December 2038 (the "**Final Maturity Date**").

8.2 **Mandatory Redemption in part on each Interest Payment Date**

(a) 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 delivery of an Enforcement Notice shall be the Available Principal Receipts available for such purpose on such Interest Payment Date in accordance with the Pre-Enforcement Principal Priority of Payments or, in respect of the Class X Notes, the Available Revenue receipts available for such purpose on such Interest Payment Date in accordance with the Pre-Enforcement Revenue Priority of Payments, as calculated on the Calculation Date immediately preceding such Interest Payment Date multiplied by the relevant Note Factor and rounded down to the nearest penny. 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 "**Note Factor**"), of which the numerator is the Principal Amount Outstanding of that Note (as referred to in (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 Note Factor shall in each case (in the absence of wilful default 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 Note Factor to be notified by not less than two Business Days prior to the relevant Interest Payment Date to the Trustee, the Paying Agents, the Agent Bank and (for so long as the Notes are admitted to the FCA's Official List and 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 pursuant to the exercise of the Clean-up Call Option**

(a) On giving not more than sixty (60) nor less than five (5) calendar days' notice to the holders of the Notes in accordance with Condition 16 (*Notice to Noteholders*), the Issuer shall, following the exercise by the Seller of Clean-up Call Option 1, redeem in whole (but not in part) the Notes of each Class on an Interest Payment Date to be specified in the Clean-up Call Option 1 Exercise Notice (as defined below) (the "**Clean-up Call Option 1 Repayment Date**") by applying the Call Option Purchase Price and all amounts standing to the credit of the Issuer Accounts as at the Clean-up Call Option 1 Repayment Date (other than amounts standing to the credit of the Issuer Profit Ledger, and the Swap Collateral Ledger) in accordance with the Post-Enforcement Priority of Payments.

(b) The Clean-up Call Option 1 may be exercised by the Seller by notice to the Issuer with a copy to the Trustee and the Cash Manager (the "**Clean-up Call Option 1 Exercise Notice**"), pursuant to which the Seller offers to purchase and the Issuer will be deemed to accept such offer to purchase, all (but not some) of the Portfolio at the Call Option Purchase Price on the date specified in the Clean-up Call Option 1 Exercise Notice in accordance with the terms of the Deed Poll.

(c) The Seller has an option to exercise the Clean-up Call Option 1 on and from the first date on which the aggregate Principal Balance of the Loans and Overdrafts in the Portfolio is less than an amount equal to 10 per cent. of the aggregate Principal Balance of the Loans and Overdrafts in the Portfolio as at the Closing Date (the "**Clean-up Call Condition**") up to, and including, the second Interest Payment Date

following after the date on which the Clean-up Call Condition has been satisfied (the "**Clean-up Call Option 1 Period**").

(d) On giving not more than sixty (60) nor less than five (5) calendar days' notice to the holders of the Notes in accordance with Condition 16 (*Notice to Noteholders*), the Issuer shall, following the exercise by the Portfolio Purchase Option Holder of Clean-up Call Option 2, redeem in whole (but not in part) the Notes of each Class on an Interest Payment Date to be specified in the Clean-up Call Option 2 Exercise Notice (as defined below) (the "**Clean-up Call Option 2 Repayment Date**") by applying the Call Option Purchase Price and all amounts standing to the credit of the Issuer Accounts as at the Clean-up Call Option 2 Repayment Date (other than amounts standing to the credit of the Issuer Profit Ledger and the Swap Collateral Ledger) in accordance with the Post-Enforcement Priority of Payments.

(e) The Clean-up Call Option 2 may be exercised by the Portfolio Purchase Option Holder by notice to the Issuer with a copy to the Seller, the Trustee and the Cash Manager (the "**Clean-up Call Option 2 Exercise Notice**"), pursuant to which the Portfolio Purchase Option Holder offers to purchase and the Issuer will be deemed to accept such offer to purchase, all (but not some) of the Portfolio at the Call Option Purchase Price on the date specified in the Clean-up Call Option 2 Exercise Notice in accordance with the terms of the Deed Poll.

(f) The Portfolio Purchase Option Holder has an option to exercise the Clean-up Call Option 2 following the end of the Clean-up Call Option 1 Period.

8.4 **Mandatory Redemption of the Notes following the exercise of the Regulatory Change Option**

(a) On giving not more than sixty (60) nor less than five (5) calendar days' notice to the holders of the Notes in accordance with Condition 16 (*Notice to Noteholders*), the Issuer shall, following the exercise by the Seller of the Regulatory Change Option, redeem in whole (but not in part) the Notes of each Class on an Interest Payment Date to be specified in the Regulatory Change Option Exercise Notice (as defined below) (the "**Regulatory Change Option Repayment Date**") by applying the Call Option Purchase Price and all amounts standing to the credit of the Issuer Accounts as at the Regulatory Change Option Repayment Date (other than amounts standing to the credit of the Issuer Profit Ledger and the Swap Collateral Ledger) in accordance with the Post-Enforcement Priority of Payments.

(b) The Regulatory Change Option may be exercised by the Seller by notice to the Issuer with a copy to the Trustee and the Cash Manager (the "**Regulatory Change Option Exercise Notice**"), pursuant to which the Seller offers to purchase and the Issuer will be deemed to accept such offer to purchase, all (but not some) of the Portfolio at the Call Option Purchase Price on the date specified in the Regulatory Change Option Exercise Notice in accordance with the terms of the Deed Poll.

(c) The Seller has an option to exercise the Regulatory Change Option if, by reason of a change in regulation (or the application or official interpretation thereof), a change in any internationally recognised accounting rules and/or any applicable accounting classification and/or regulations, a determination made by the Seller's external auditors, any regulatory reorganisation of the Seller and its Affiliates, any enactment of, or supplement or amendment to, a change in, law, policy or interpretation of any relevant regulations or any official communication, interpretation or determination made by any relevant regulatory authority, the capital relief the Seller reasonably anticipated to receive on and following the Closing Date has materially decreased since the Closing Date or the Seller does not qualify (in whole or in part) for such anticipated capital relief (a "**Regulatory Change Event**").

8.5 **Mandatory Redemption of the Notes following the exercise of the Risk Retention Regulatory Change Option**

(a) On giving not more than sixty (60) nor less than five (5) calendar days' notice to the holders of the Notes in accordance with Condition 16 (*Notice to Noteholders*), the Issuer shall, following the exercise by the Seller of the Risk Retention Regulatory Change Option, redeem in whole (but not in part) the Notes of each Class on an Interest Payment Date to be specified in the Risk Retention Regulatory Change Option Exercise Notice (as defined below) (the "**Risk Retention Regulatory Change Option Repayment Date**") by applying the Call Option Purchase Price and all amounts standing to the credit of the Issuer Accounts as at the Risk Retention Regulatory Change Option Repayment Date (other than amounts standing to the credit of the Issuer Profit Ledger and the Swap Collateral Ledger) in accordance with the Post-Enforcement Priority of Payments.

(b) The Risk Retention Regulatory Change Option may be exercised by the Seller by notice to the Issuer with a copy to the Trustee and the Cash Manager (the "**Risk Retention Regulatory Change Option Exercise Notice**"), pursuant to which the Seller offers to purchase and the Issuer will be deemed to accept such offer to purchase, all (but not some) of the Portfolio at the Call Option Purchase Price on the date specified in the Risk Retention Regulatory Change Option Exercise Notice in accordance with the terms of the Deed Poll. The Seller has an option to exercise the Risk Retention Regulatory Change Option if, if there is a change in or the adoption of any new law, rule, technical standards or regulations or any determination of a relevant regulator which the Risk Retention Holder determines:

(i) has a binding effect on the Risk Retention Holder or the Seller after the Closing Date which would impose additional material obligations on the Risk Retention Holder or the Seller in order to maintain compliance with the Risk Retention Requirements as at the Closing Date;

(ii) as a matter of law, in respect of the Risk Retention Holder, results in the Risk Retention Holder no longer being able to qualify as an eligible retainer of the Retained Interest for the purposes of the Risk Retention Requirements and the Risk Retention Holder is not able to transfer the Retained Interest to one of its affiliates without violating the Risk Retention Requirements or any other applicable law, or incurring any additional material costs or obligations in connection with any such transfer; or

(iii) by virtue of the Risk Retention Holder's obligation to comply with the Risk Retention Undertaking, would, in respect of the Risk Retention Holder, have an analogous effect or result to those specified in paragraphs (a) and (b) above,

each a "**Risk Retention Regulatory Change Event**".

8.6 **Mandatory Redemption of the Notes following the exercise of the Tax/Illegality Event Option**

The Issuer,

(a) may, if the Seller does not exercise its rights in respect of the Tax/Illegality Event Option within 90 days of the occurrence of any of the circumstances set out in limbs (i) or (ii) below, or

(b) shall, on the Tax/Illegality Event Option Completion Date, use the Call Option Purchase Price received from the Seller to,

in each case, redeem all (but not some only) of the Notes in each Class at their Principal Amount Outstanding together with accrued interest up to but excluding the date of redemption on any Interest Payment Date if:

(i) 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 (a "**Tax Event**"); or

(ii) 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 (an "**Illegality Event**"),

provided that the Issuer or the Seller satisfies the Trustee that one or more of the events described above is continuing and that the appointment of a Paying Agent in another jurisdiction and substitution of a company incorporated and tax resident in another jurisdiction as principal debtor under the Notes would not avoid the effect of the relevant event, or that having used its reasonable endeavours, the Issuer is unable to arrange such substitution or appointment, **provided further that** if the Issuer has arranged for such substitution the Trustee is satisfied that such substitution will not be materially prejudicial to the interests of the holders of the Notes and the conditions for any such substitution of the Issuer as provided in the Trust Deed are complied with (and in making such determination, the Trustee may rely, without further investigation or enquiry, on any confirmation from the Rating Agencies that the then current ratings of the Rated Notes would not be adversely affected by such substitution) and subject to the following:

(A) no Enforcement Notice has been delivered by the Trustee;

(B) the Issuer has given not more than 60 nor less than 30 days' notice to the Trustee and the Noteholders in accordance with Condition 16 (*Notice to Noteholders*) of its intention to redeem all (but not some only) of the Notes in each Class;

(C) prior to giving any such notice, the Issuer or the Seller has provided to the Trustee:

(1) a legal opinion (addressed to the Trustee) from a firm of lawyers in the applicable jurisdiction (the identity of such firm approved in writing by the Trustee), opining on the relevant change in law or tax law (or the application or official interpretation thereof) to the effect that in the case of Condition 8.6(a) above, the Issuer or the Paying Agents has or will become obliged to deduct or withhold amounts as a result of such change or in the case of Condition 8.6(b) above that it has or will become unlawful for the Issuer to make, fund or allow to remain outstanding all or any of the Notes;

(2) a certificate signed by two directors of the Issuer or by the Seller to the effect that one or more of the circumstances in Condition 8.6(a) or Condition 8.6(b) above exists and confirming that the appointment of a Paying Agent in another jurisdiction or a substitution of the Issuer would not avoid the

effect of the event, or that, having used its reasonable endeavours, the Issuer is unable to arrange such appointment or substitution; and

(3) a certificate signed by two directors of the Issuer to the effect that it will have the funds on the relevant Interest Payment Date, not subject to the interest of any other person, required to redeem the Notes pursuant to this Condition and to meet its payment obligations under items (a) to (w) of the Post-Enforcement Priority of Payments.

The Trustee shall be entitled to accept and rely on such certificates and opinion as sufficient evidence of the satisfaction of the circumstances set out above, in which event they shall be conclusive and binding on all Noteholders and Secured Creditors.

8.7 **Call Option Purchase Price**

The purchase price payable for the Portfolio under the Call Options (the "**Call Option Purchase Price**") shall be an aggregate amount greater than or equal to the higher of:

(a) the "**Call Option Base Amount**", being an amount equal to:

(i) the aggregate Principal Amount Outstanding of the Notes plus accrued and unpaid interest there-on as at the Option Completion Date; *plus*

(ii) the amount (if any) required to be paid by the Issuer to the Swap Provider in respect of the termination of the Swap Transactions as a result of the exercise of the relevant Call Option; *plus*

(iii) any fees, costs, amounts and expenses of the Issuer payable senior to payment of Residual Payment Amounts in the Post-Enforcement Priority of Payments as at the Option Completion Date; *less*

(iv) any amounts standing to the credit of the Issuer Transaction Account as at the date of the most re-cent Calculation Date (but disregarding any amounts standing to the credit of the Issuer Profit Ledger); *less*

(v) the amount (if any) required to be paid, and actually paid, by the Swap Provider to the Issuer in respect of the termination of the Swap Transactions as a result of the exercise of the relevant Call Option; and

(b) the fair market value of all (but not some only) of the Loans and Overdrafts in the Portfolio as determined by the Seller in accordance with the Deed Poll and as set out below (the "**Current Value Amount**"),

provided that, the Current Value Amount shall be determined by the Seller calculating such price and giving notice of it to the Issuer and the Portfolio Purchase Option Holder. For the purposes of a Call Option, notwithstanding any other provision in the Transaction Documents, if the Seller and the Portfolio Purchase Option Holder cannot agree on the Current Value Amount, they may together appoint an independent third party valuer who shall, following consultation with such parties, propose an alternative Current Value Amount, which shall be binding on the parties.

(a)

(b) The Call Option Purchase Price will be applied in accordance with the Post-Enforcement Priority of Payments to pay accrued interest, fees, costs and expenses of the Issuer and to effect a redemption of the Notes pursuant to Condition 8.3 (*Mandatory Redemption of the Notes pursuant to the exercise of the Clean-up Call Option*), Condition 8.4 (*Mandatory Redemption of the Notes following the exercise of the Regulatory Change Option*), Condition 8.5 (*Mandatory Redemption of the Notes following the exercise of the Risk Retention Regulatory Change Option*) or Condition

8.6 (*Mandatory Redemption of the Notes following the exercise of the Tax/Illegality Event Option*), as applicable.

(c) Any Note redeemed pursuant to the exercise of a Call Option 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, provided the Issuer has sufficient funds available for that purpose on the relevant redemption date. If, following the exercise of a Call Option, the Issuer does not have sufficient funds to redeem each of the Notes then outstanding, in each case, 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, the Issuer will apply the funds then available to it in accordance with the Post-Enforcement Priority of Payments. If there are no further Charged Assets remaining which are capable of being realised or otherwise converted into cash following the application of such amounts, 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 and the Issuer shall be deemed to be discharged from making any further payments in respect of the Notes, as further described in Condition 12.4 (*Limited Recourse*).

8.8 **Principal Amount Outstanding**

The "**Principal Amount Outstanding**" means, on any day:

(a) in relation to a Note, the original principal amount of that Note on the Closing Date less the aggregate amount of all principal payments in respect of such Note which have been made since the Closing Date;

(b) in relation to a Class of Notes on any date shall be, in each case, their original principal amount, in respect of the Class A Notes of £367,290,000, in respect of the Class B Notes of £39,827,000, in respect of the Class C Notes of £13,276,000, in respect of the Class D Notes of £8,850,000, in respect of the Class E Notes of £4,425,000, in respect of the Class F Notes of £4,425,000, in respect of the Class Z Notes of £4,436,000 and in respect of the Class X Notes of £6,638,000, 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;

(c) in relation to the Notes outstanding at any time, the aggregate of the amount in paragraph (a) above in respect of all Notes outstanding, regardless of Class; and

(d) in relation to the Certificates, for the purposes of the voting and quorum provisions set out in the Conditions, the Certificate Conditions and the Trust Deed any reference to the Principal Amount Outstanding of the Certificates shall each be deemed to be a reference at all times to £500,000. Where there is more than one Certificateholder, any reference to the Principal Amount Outstanding of the Certificates held by that person shall be a reference to their *pro rata* proportion of that amount.

8.9 **Notice of Redemption**

Any such notice as is referred to in Condition 8.3 (*Mandatory Redemption of the Notes pursuant to the exercise of the Clean-up Call Option*), Condition 8.4 (*Mandatory Redemption of the Notes following the exercise of the Regulatory Change Option*), Condition 8.5 (*Mandatory Redemption of the Notes following the exercise of the Risk Retention Regulatory Change Option*) or Condition 8.6 (*Mandatory Redemption of the Notes following the exercise of the Tax/Illegality Event Option*) above 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.

8.10 **No Purchase by the Issuer**

The Issuer will not be permitted to purchase any of the Notes.

8.11 **Cancellation on redemption in full**

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 ("**Taxes**"), unless the withholding or deduction of the Taxes is required by applicable law. In that event, subject to Condition 8.6 (*Mandatory Redemption of the Notes following the exercise of the Tax/Illegality Event Option*), 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 for principal in respect of Notes shall become void where application for payment is made more than ten years after the Relevant Date and (in the case of interest) more than five years after 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 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 Trustee, at its absolute discretion, may or, if so directed in writing by the holders of at least 25 per cent. in aggregate Principal Amount Outstanding of the Most Senior Class 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) (but, in the case of the occurrence of any of the events mentioned paragraphs (b) and (d) below, only if the Trustee shall have certified in writing to the Issuer that such event is, in its opinion, materially prejudicial to the interests of the holders of the Most Senior Class of Notes or, where there are no Notes outstanding, the Certificateholders) give a notice (an "**Enforcement Notice**") to the Issuer (with a copy to the Swap Provider, the Cash Manager, the Servicer, the Back-Up Servicer Facilitator, the Issuer Account Bank and the Seller) that all Classes of the Notes are immediately due and repayable 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 18 (*Subordination by Deferral*), if default is made in the payment of any interest due in respect of the Notes and the default continues for a period of three Business Days; or

(b) if default is made in the payment of any principal due in respect of the Most Senior Class of Notes and the default continues for a period of five Business Days; or

(c) if the Issuer fails to perform or observe any of its other obligations under these Conditions or any Transaction Document to which it is a party and it continues for a period of 15 days (or such longer period as the Trustee may permit) (except that in any case where the Trustee considers the failure to be incapable of remedy, then no continuation or notice as is aforementioned will be required) following the service by the Trustee on the Issuer of notice requiring the same to be remedied; or

(d) if any 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 days (or such longer period as the Trustee may permit) (except that in any case where the 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 Trustee on the Issuer of notice requiring the same to be remedied; or

(e) 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 Trustee or by Extraordinary Resolution of the Most Senior Class of Noteholders; or

(f) 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 Trustee or by Extraordinary Resolution of the Most Senior Class of 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

(g) 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 frivolous or vexatious or discharged within 30 days; or

(h) 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 delivery of an Enforcement Notice by the Trustee in accordance with Condition 11.1 (*Notes*), all the Notes then outstanding shall thereby immediately become due and repayable at their respective Principal Amount Outstanding, together with accrued interest as provided in the Trust Deed.

12. **ENFORCEMENT**

12.1 **General**

The Trustee may, at any time, at its 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 the Notes, the Certificates, the Trust Deed (including these Conditions or the Certificate Conditions) or the Deed of Charge or any of the other Transaction Documents to which it is a party and, at any time after the delivery of an Enforcement Notice, the Trustee may, at its discretion and without notice, take such steps as

it may think fit to enforce the Security, but the Trustee shall not be bound to take any such proceedings, action or steps unless:

(a) the Trustee shall have been so directed by an Extraordinary Resolution of the holders of the Most Senior Class then outstanding or directed in writing by the holders of at least 25 per cent. in aggregate Principal Amount Outstanding of the Most Senior Class; and

(b) in all cases, it shall have been indemnified and/or prefunded and/or secured to its satisfaction.

12.2 **Preservation of Assets**

If the Security has become enforceable otherwise than by reason of a default in payment of any amount due on the Notes or the Certificates, the Trustee will not be entitled to dispose of any of the Charged Assets or any part thereof unless either (a) 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 holders of the Notes (and all persons ranking in priority to the holders of the Notes), or (b) the Trustee is of the opinion, which shall be binding on the Secured Creditors, reached after considering at any time and from time to time the advice of any financial adviser (or such other professional advisers selected by the Trustee for the purpose of giving such advice), that the cash flow prospectively receivable by the Issuer will not (or that there is a significant risk that it will not) be sufficient, having regard to any other relevant actual, contingent or prospective liabilities of the Issuer, to discharge in full in due course all amounts owing: (i) to the Noteholders (and all persons ranking in priority to the Noteholders as set out in the order of priority set out in the Post-Enforcement Priority of Payments); and (ii) once all the Noteholders (and all such higher 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. The fees and expenses of the aforementioned financial adviser or other professional adviser selected by the Trustee shall be paid by the Issuer. The Trustee shall be entitled to rely upon any financial or other professional advice referred to in this Condition 12.2 without further enquiry and shall incur no liability to any person for so doing.

12.3 **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 the 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 the Trustee having become bound so to do, fails to do so within a reasonable period and such failure shall be 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.

12.4 **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 the subject of any security created under and pursuant to the Security Documents (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 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:

(a) the Class A Notes; or

(b) if there are no Class A Notes then outstanding, the Class B Notes; or

(c) if there are no Class A Notes or Class B Notes then outstanding, the Class C Notes; or

(d) if there are no Class A Notes, Class B Notes or Class C Notes then outstanding, the Class D Notes; or

(e) if there are no Class A Notes, Class B Notes, Class C Notes or Class D Notes then outstanding, the Class E Notes; or

(f) if there are no Class A Notes, Class B Notes, Class C Notes, Class D Notes or Class E Notes then outstanding, the Class F Notes; or

(g) if there are no Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes or Class F Notes then outstanding, the Class Z Notes; or

(h) if there are no Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes, Class F Notes or Class Z Notes then outstanding, the Class X Notes; or

(i) if there are no Notes then outstanding, the Certificates.

"**outstanding**" means, in relation to a Class of Notes or Certificates, all the Notes or Certificates of that Class which have been issued except:

(a) those which have been redeemed in full in accordance with the conditions;

(b) those in respect of which the date for redemption in full has occurred and the full amount of redemption moneys (including all interest accrued on such Notes or Certificates to the date for such redemption and any interest payable under the conditions after such date) have been duly paid to the Trustee or to the Principal Paying Agent as provided in clause 5 (*Covenant to Repay Principal*) of the Trust Deed (and, where appropriate, notice to that effect has been given to the Noteholders in accordance with Condition 16 (*Notice to Noteholders*) or to the Certificateholders in accordance with Certificate Condition 15 (*Notice to Certificateholders*)) and remain available for payment against presentation and surrender of Notes or Certificates;

(c) those which have become void or in respect of which claims have become prescribed;

(d) those mutilated or defaced Notes or Certificates which have been surrendered or cancelled and those Notes or Certificates which are alleged to have been lost, stolen or destroyed and in all cases in respect of which replacement Notes or Certificates have been issued pursuant to the conditions; and

(e) any Global Note or Global Certificate to the extent that it shall have been exchanged for the related Definitive Notes or Definitive Certificates pursuant to the provisions contained therein and the conditions,

provided that for each of the following purposes:

(i) ascertaining the right to attend and vote at any meeting of the Noteholders or Certificateholders;

(ii) the determination of how many Notes or Certificates are outstanding for the purposes of Condition 11 (*Events of Default*) or Certificate Condition 10 (*Events of Default*), Condition 12 (*Enforcement*) or Certificate Condition 11 (*Enforcement*) and Condition 13 (*Meetings of Noteholders, Modification, Waiver and Substitution*) or Certificate Condition 12 (*Meetings of Certificateholders, Modification, Waiver and Substitution*) and Schedule 7 (*Provisions for Meetings of Noteholders and Certificateholders*) to the Trust Deed;

(iii) the exercise of any discretion, power or authority which the Trustee is required, expressly or impliedly, to exercise in or by reference to the interests of the Noteholders or Certificateholders or any Class of them; and

(iv) the determination by the Trustee of whether any event or potential event is or would be materially prejudicial to the interests of the Noteholders or Certificateholders or any Class of them,

those Notes or Certificates which are beneficially held by, on behalf of or for the benefit of the Issuer, the Seller, any holding company as defined in section 1159 of the Companies Act 2006 ("**Holding Company**") of the Issuer or Seller or any other subsidiary as defined in section 1159 of the Companies Act 2006 ("**Subsidiary**") of either such Holding Company (each such entity a "**Relevant Person**"), in each case as 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 or 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 or 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 or 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 of such Class, then the Relevant Class shall be deemed not to remain outstanding and **provided that** in relation to a matter relating to a Basic Terms Modification, any Notes or 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.

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 the relevant affected Class or Classes of Notes and/or Certificates then in issue, as applicable:

(i) subject to Condition 13.3(a)(ii), an Extraordinary Resolution passed at any meeting of a relevant Class of Noteholders shall be binding on (i) 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 (ii) the Certificateholders, irrespective of the effect it has upon them; and

(ii) no Extraordinary Resolution of any Class of Noteholders or Certificateholders shall take effect for any purpose while any Class of Noteholders or Certificateholders ranking senior to such Class of Noteholders or Certificateholders in the Post-Enforcement Priority of Payments (any such senior ranking Class of Notes or Certificates, a "**Senior Class**") remains outstanding or (in the case of the Certificates) remain in issue unless it shall have

been sanctioned by an Extraordinary Resolution of the holders of each Senior Class or the Trustee is of the opinion that it would not be materially prejudicial to the interests of the holders of each Senior Class,

provided that, in respect of any Extraordinary Resolution of a Class or Classes of Noteholders and/ or Certificateholders relating to any amendment, waiver, modification, supplement or consent in respect of any of the Transaction Documents which would, in the reasonable opinion of the Swap Provider, have the effect:

(i) that immediately thereafter, the Swap Provider would be required to pay more or to receive less from a third-party transferee if it were to transfer each of the "Transaction(s)" (as defined in the relevant Swap Agreement) to such third-party transferee (subject to and in accordance with the terms of the Swap Agreement) than would otherwise be the case if such amendment, waiver, modification, supplement or consent were not made;

(ii) of altering the amount, timing or priority of any payments due from the Issuer to the Swap Provider or from the Swap Provider to the Issuer or adversely affecting the Issuer's ability to make such payments or deliveries to the Swap Provider;

(iii) of altering any requirement (including pursuant to this Condition 13.3) to obtain the Swap Provider's prior consent (written or otherwise) in respect of any matter;

(iv) of (1) altering any other terms which would modify a payment date under any Swap Agreement or (2) cause the Notes to be redeemed in full or the Portfolio to be sold or otherwise disposed of in full (other than as permitted or contemplated by the Transaction Documents as at the date of the relevant Swap Agreement) which in respect of (2) adversely affects the Swap Provider's rights or obligations under the relevant Swap Agreement or the Transaction Documents;

(v) amending Condition 8 (*Redemption*) or any additional redemption rights in respect of the Notes, Condition 13.5 (*Modification to the Transaction Documents*), Certificates Condition 12.5 (*Modification to the Transaction Documents*), Clause 15.2 (*Post-Event of Default Modifications*) of the Deed of Charge, Clause 17 (*Modification*) of the Trust Deed or paragraph 11 (*No variation and termination of transaction documents*) of part 2 (*Transaction Document Covenants of the Issuer*) of schedule 3 (*Issuer Covenants*) of the Incorporated Terms Memorandum which adversely affects the Swap Provider's rights or obligations under the relevant Swap Agreement or the Transaction Documents;

(vi) of altering the Swap Provider's status as a Secured Creditor;

(vii) of altering the rights of the Swap Provider in relation to the Security (however so 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 Trustee on behalf of the Secured Creditors;

(viii) altering the definitions of any terms used in any Transaction Documents relating to the above matters in sub-paragraphs (i)-(vii) affecting the Swap Provider's rights or obligations under the relevant Swap Agreement or the Transaction Documents; or

(ix) of otherwise being materially prejudicial to the Swap Provider,

(x) the written consent of the Swap Provider, or (y) written notification from the Issuer to the Trustee (as determined by the Issuer after consulting with the Swap Provider in accordance with the Transaction Documents), that the Swap Provider's consent is not needed, is required prior to such amendments being made.

(b) No Extraordinary Resolution of the holders of a Class or Classes of Notes and/or Certificates which would have the effect of sanctioning a Basic Terms Modification in respect of any Class of Notes or 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 Certificates then in issue which are affected by such Basic Terms Modification.

(c) No Ordinary Resolution that is passed by the holders of any Class of Notes or Certificates shall take effect for any purpose while any Senior Class remain outstanding or (in the case of the Certificates) remain in issue unless it shall have been sanctioned by an Ordinary Resolution of the holders of each Senior Class or the Trustee is of the opinion that it would not be materially prejudicial to the interests of the holders of each 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 Certificates passing an Extraordinary Resolution to:

(i) sanction a modification of the date of maturity of the Notes;

(ii) sanction a modification of the date of payment of principal or interest (including any premium payable) 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 or of the method of calculating the date of payment in respect of any Class of Certificates, except in accordance with Conditions 13.6(g) or 13.6(h) (*Additional Right of Modification*) or Certificate Conditions 12.6(g) or (h) (*Additional Right of Modification*) in relation to any Base Rate Modification or Swap Rate Modification;

(iii) sanction a modification of the amount of principal or the rate of interest payable in respect of the Notes, or where applicable, of the method of calculating the amount payable of any principal or interest in respect of the Notes or of the method of calculating the amounts payable in respect of any Class of Certificates (including, if any such modification is proposed for any Class of Notes), except in accordance with Conditions 13.6(g) or 13.6(h) (*Additional Right of Modification*) or Certificate Conditions 12.6(g) or (h) (*Additional Right of Modification*) in relation to any Base Rate Modification or Swap Rate Modification;

(iv) alter the currency in which payments under any Class of Notes or any Class of Certificates are to be made;

(v) alter the quorum or majority required in relation to this exception;

(vi) sanction any scheme or proposal for the sale, conversion or cancellation of any Class of Notes or any Class of Certificates; or

(vii) any change to the definition of 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 by separate resolutions passed by way of consents received through the relevant Clearing System(s)) of each relevant affected Class of Noteholders.

(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 passing an Extraordinary Resolution to sanction a Basic Terms Modification shall be one or more persons holding or representing in aggregate not less than 50 per cent. 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 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 Certificates.

13.5 **Modification to the Transaction Documents**

(a) The Trustee may (or in the case of paragraph (iii), (iv) or (v) below, shall) at any time and from time to time, with the written consent of 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:

(i) other than in respect of a Basic Terms Modification, to the Conditions, the Certificate Conditions, the Trust Deed or any other Transaction Document, which in the opinion of the 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 which does not affect the manner in which the Issuer Share (as defined in the Collection Account Declaration of Trust) 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 the interests of the Trustee;

(ii) to the Conditions, the Certificate Conditions, the Trust Deed or any other Transaction Document if in the opinion of the Trustee (acting in accordance with the Trust Deed) such modification is of a formal, minor or technical nature or to correct a manifest error;

(iii) to the Transaction Documents, the Conditions and/or the Certificate 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 EU EMIR and/or under UK EMIR, irrespective of whether such modifications are (i) materially prejudicial to the interests of the holders of any Class of Notes or

Certificates or any other Secured Creditor or (ii) in respect of a Basic Terms Modification (any such modification, an "**EMIR Amendment**") and subject to receipt by the Trustee of a certificate of (i) the Issuer signed by two directors or (ii) the Servicer on behalf of the Issuer certifying to the 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 EU EMIR and/or under UK EMIR and have been drafted solely to such effect;

(iv) to the Transaction Documents or the Conditions and/or the Certificate Conditions that are requested in writing by the Issuer (acting in its own discretion or at the direction of any transaction party) for the purpose of enabling the Issuer (or the Servicer on its behalf) to (x) transfer the Collection Account from the Collection Account Bank to another bank or (y) transfer the role of the Servicer to the Successor Servicer, in circumstances where the Servicer's appointment is terminated pursuant to clause 24 (*Appointment following Termination*) of the Servicing Agreement, irrespective of whether such modifications are (i) materially prejudicial to the interests of the holders of any Class of Notes or Certificates or any other Secured Creditor or (ii) in respect of a Basic Terms Modification **provided that** the Issuer (or Servicer on its behalf) certifies to the Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect and that the conditions stipulated in clause 28.2 or 24 (*Appointment following Termination*), respectively, of the Servicing Agreement have been satisfied; or

(v) to the Transaction Documents or the Conditions and/or the Certificate Conditions that are requested in writing by the Issuer (acting in its own discretion or at the direction of any transaction party) for the purpose of enabling the Issuer to open any additional custody account for the receipt of any collateral posted by the Swap Provider under the Swap Agreement in the form of securities, irrespective of whether such modifications are (i) materially prejudicial to the interests of the holders of any Class of Notes or Certificates or any other Secured Creditor or (ii) in respect of a Basic Terms Modification **provided that** the Issuer (or the Seller on its behalf) certifies to the Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect.

(b) Notwithstanding anything to the contrary in the Trust Deed or the other Transaction Documents, when implementing any of the amendments specified in (a)(iii), (a)(iv), (a)(v) pursuant to this Condition 13.5 the Trustee shall not consider the interests of the Noteholders, the Certificateholders, any other Secured Creditor or any other person, but shall act and rely solely and without further investigation on any certificate and notification (as applicable) provided to it by (or on behalf of) the Issuer pursuant to this Condition 13.5 and shall not be liable to any Noteholder, Certificateholder or other Secured Creditor for so acting or relying.

(c) The Trustee shall not be obliged to agree to any modification pursuant to Conditions 13.6 (a)(iii), (a)(iv) or (a)(v) above which (in the sole opinion of the Trustee) would have the effect of:

(i) exposing the Trustee to any liability against which it has not been indemnified and/or secured and/or prefunded to its satisfaction; or

(ii) increasing the obligations or duties, or decreasing the protections of the Trustee in the Transaction Documents and/or the Conditions of the Notes or Certificates.

13.6 **Additional Right of Modification**

Notwithstanding the provisions of Condition 13.5 (*Modification to the Transaction Documents*), the Trustee shall be obliged, without any consent or sanction of the Noteholders,

the Certificateholders or any other Secured Creditor, subject to written consent of the Secured Creditors which are 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 Notes, the Certificate Conditions, the Certificates, 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:

(a) 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**:

(i) the Issuer certifies in writing to the 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

(ii) in the case of any modification to a Transaction Document proposed by any of the Seller, the Servicer, the Swap Provider, the Cash Manager, the Agent Bank, the Principal Paying Agent, the Custodian or the Issuer Account Bank (for the purpose of this Condition 13.6 only, each a "**Relevant Party**"), in order (x) for it 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):

(A) the Relevant Party certifies in writing to the Issuer and the Trustee that such modification is necessary for the purposes described in paragraph (ii)(x) and/or (y) above; and

(B) either:

(1) the Issuer, the Relevant Party or the Seller (on behalf of the Issuer) obtains from each of the Rating Agencies, a Rating Agency Confirmation (or certifies in writing to the Issuer (in the case of the Relevant Party or the Seller) and the Trustee that no Rating Agency Confirmation has been received within 30 days of a written request for such 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 Rated Notes by such Rating Agency and would not result in any Rating Agency placing any Rated Notes on rating watch negative (or equivalent) and, if relevant, delivers a copy of each such confirmation to the Issuer (in the case of the Relevant Party or the Seller), and the Trustee; or

(2) the Issuer, the Relevant Party or the Seller (on behalf of the Issuer) certifies in writing to the Trustee that the Rating Agencies have been informed of the proposed modification and none of the Rating Agencies has indicated that such modification would result in (x) a downgrade, withdrawal or suspension of the then current ratings assigned to any Class of the Rated Notes by such Rating Agency or (y) such Rating Agency placing any Rated Notes on rating watch negative (or equivalent),

and the Relevant Party pays all costs and expenses (including legal fees) incurred by the Issuer and the Trustee in connection with such modification;

(b) for the purpose of complying with any changes in the requirements of the EU Securitisation Regulation, including as a result of the adoption or amendment of regulatory technical standards in relation to the EU Securitisation Regulation or any other risk retention legislation or regulations or official guidance in relation thereto, **provided that** the Issuer certifies to the Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;

(c) for the purpose of complying with any changes in the requirements of the UK Securitisation Framework, including as a result of the adoption or amendment of any risk retention legislation, regulations or official guidance in relation thereto, **provided that** the Issuer certifies to the Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;

(d) for the purpose of enabling the Notes to be (or to remain) listed on the FCA's Official List and to be (or to remain) admitted to trading on the Main Market of the London Stock Exchange, **provided that** the Issuer certifies to the Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;

(e) for the purpose of enabling the Issuer or any of the other Transaction Parties to comply with FATCA, **provided that** the Issuer or the relevant Transaction Party, as applicable, certifies to the Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;

(f) for the purpose of complying with any changes in the requirements of the UK CRA Regulation after the Closing Date, including as a result of the adoption of regulatory technical standards in relation to the UK CRA Regulation and the Commission Delegated Regulation 2015/3 as it forms part of the domestic law of the United Kingdom by virtue of the EUWA (including, any associated regulatory technical standards and advice, guidance or recommendations from relevant supervisory regulators), as amended from time to time (the "**UK CRA3 Requirements**"), including any requirements imposed by the UK Securitisation Framework and/or any new regulations or official guidance in relation thereto, **provided that** the Issuer certifies to the 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 (on behalf of the Issuer), and/or the Relevant Party, as the case may be, pursuant to Conditions 13.6(a) to 13.6(f) above being a "**Modification Certificate**"), or

(g) for the purpose of changing the SONIA Reference Rate or the base rate that then applies in respect of the Notes 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 making such other amendments as are necessary or advisable in the commercially 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 its behalf), certifies to the Trustee in writing (such certificate, a "**Base Rate Modification Certificate**") that:

(i) such Base Rate Modification is being undertaken due to:

(A) an alternative manner of calculating a SONIA-based base rate is introduced and becomes a standard means of calculating interest for similar transactions;

(B) a material disruption to SONIA or any other relevant interest rate benchmark applicable to the Notes, an adverse change in the methodology of calculating SONIA or any other relevant interest rate benchmark or SONIA or any other relevant interest rate benchmark ceasing to exist or be published;

(C) the insolvency or cessation of business of the SONIA administrator or the administrator of any other relevant interest rate benchmark applicable to the Notes (in circumstances where no successor SONIA administrator (or administrator of any other relevant interest rate benchmark applicable to the Notes) has been appointed);

(D) a public statement by the SONIA administrator or administrator of any other relevant interest rate benchmark applicable to the Notes that it will cease publishing SONIA (or any other relevant interest rate benchmark applicable to the Notes) permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of such interest rate benchmark);

(E) a public statement by the supervisor of the SONIA administrator or the administrator of any other relevant interest rate benchmark applicable to the Notes that SONIA or any other relevant interest rate benchmark applicable to the Notes has been or will be permanently or indefinitely discontinued or will be changed in an adverse manner;

(F) a public announcement by the supervisor of the SONIA administrator or the administrator of any other relevant interest rate benchmark applicable to the Notes of the permanent or indefinite discontinuation of the SONIA Reference Rate or base rate that applies to the Notes;

(G) a public statement by the supervisor of the SONIA administrator or the administrator of any other relevant interest rate benchmark applicable to the Notes that means SONIA or any other relevant interest rate benchmark applicable to the Notes may no longer be used or that its use is subject to restrictions or adverse consequences; or

(H) the reasonable expectation of the Issuer (or the Seller on its behalf) that any of the events specified in sub-paragraphs (A) to (G) above will occur or exist within six months of the proposed effective date of such Base Rate Modification;

and, in each case, has been drafted solely to such effect; and

(ii) such Alternative Base Rate is:

(A) a base rate published, endorsed, approved or recognised by the Federal Reserve or the Bank of England, any regulator in the United States, the United Kingdom or the EU 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);

(B) the Sterling Overnight Index Average or the Broad Treasuries Repo Financing Rate (or any rate which is derived from, based upon or otherwise similar to either of the foregoing);

(C) 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;

(D) 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 Cynergy Bank plc or an affiliate thereof; or

(E) such other base rate as the Seller (on behalf of the Issuer) reasonably determines.

For the avoidance of doubt, the Issuer (or the Seller on its behalf) may propose an Alternative Base Rate on more than one occasion **provided that** the Conditions set out in this Condition 13.6(f) are satisfied;

(h) 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 (in the case of the Swap Agreement) 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 (a "**Swap Rate Modification**"), **provided that** the Seller, on behalf of the Issuer, certifies to the 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**");

provided that, in the case of any modification made pursuant to paragraphs (a) to (h) above:

(i) at least 30 calendar days' prior written notice of any such proposed modification has been given to the Trustee;

(ii) the Modification Certificate, Base Rate Modification Certificate or Swap Rate Modification Certificate, as applicable, in relation to such modification shall be provided to the Trustee both at the time the Trustee is 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 (such consent to be conclusively demonstrated by such Secured Creditor entering into any deed or document purporting to modify such Transaction Document),

(iv) the Trustee is satisfied that it has been or will be reimbursed for all costs, fees and expenses (including properly incurred legal fees) incurred by it in connection with such modification;

(v) other than in the case of a modification pursuant to Condition 13.6(a)(ii), either:

(A) the Issuer or the Seller (on behalf of the Issuer) obtains from each of the Rating Agencies a Rating Agency Confirmation (or certifies in the Modification Certificate, Base Rate Modification Certificate or Swap Rate Modification Certificate, as applicable, that no such Rating Agency Confirmation has been received within 30 days of a written request for such Rating Agency Confirmation) that such modification would not result in (x) a downgrade, withdrawal or suspension of the then current ratings assigned to any Class of the Notes by such Rating Agency or (y) such Rating Agency placing any Notes on rating watch negative (or equivalent); or

(B) the Issuer or the Seller (on behalf of the Issuer) certifies in the Modification Certificate, Base Rate Modification Certificate or Swap Rate Modification Certificate, as applicable, that it has informed the Rating Agencies of the proposed modification and none of the Rating Agencies has indicated that such modification would result in (x) a downgrade, withdrawal or suspension of the then current ratings assigned to any Class of the Notes by such Rating Agency or (y) such Rating Agency placing any Notes on rating watch negative (or equivalent); and

(vi) the Issuer certifies (upon which certification the Trustee shall be entitled to rely absolutely and without further enquiry or liability) in writing to the Trustee (which certification may be in the Modification Certificate, Base Rate

Modification Certificate or Swap Rate Modification Certificate, as applicable) that (I) the Issuer has provided at least 30 calendar days' notice to the Noteholders or Certificateholders, as applicable, 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 (II) Noteholders or Certificateholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the Most Senior Class of Notes (or if no Notes are outstanding, the Certificates) then outstanding or in issue have not contacted the Issuer in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Notes or Certificates may be held) within such notification period notifying the Issuer that such Noteholders or such Certificateholders do not consent to the modification.

If Noteholders or Certificateholders (as applicable) representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the Most Senior Class of Notes (or if no Notes are outstanding, Certificates) then outstanding have notified the Issuer in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Notes or Certificates 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 Noteholders or Certificateholders of the Most Senior Class then outstanding or in issue is passed in favour of such modification in accordance with Condition 13 (*Meetings of Noteholders, Modification, Waiver and Substitution*).

Objections made in writing other than through the applicable clearing system must be accompanied by evidence to the Issuer's satisfaction (having regard to prevailing market practices) of the relevant Noteholder's holding of the Notes or Certificateholder's holding of the Certificates.

Other than where specifically provided in this Condition 13.6 or any Transaction Document:

(a) when implementing any modification pursuant to this Condition 13.6 (save to the extent the Trustee considers that the proposed modification would constitute a Basic Terms Modification), the Trustee shall not consider the interests of the Noteholders, Certificateholders, any other Secured Creditor or any other person but shall act and rely solely and without further investigation on any certificate or evidence provided to it by the Issuer or the relevant Transaction Party, as the case may be, pursuant to this Condition 13.6 and shall not be liable to the Noteholders, the Certificateholders 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

(b) the Trustee shall not be obliged to agree to any modification which, in the sole opinion of the Trustee would have the effect of (i) exposing the Trustee to any liability against which it has not been indemnified and/or secured and/or prefunded to its satisfaction or (ii) increasing the obligations or duties, or decreasing the rights or protection, of the Trustee in the Transaction Documents and/or these Conditions and/or the Certificate Conditions.

Any such modification shall be binding on all Noteholders and Certificateholders and shall be notified by the Issuer as soon as reasonably practicable to:

(a) so long as any of the Notes rated by the Rating Agencies remains outstanding, each Rating Agency;

(b) the Secured Creditors; and

(c) the Noteholders in accordance with Condition 16 (*Notice to Noteholders*).

13.7 **Authorisation or Waiver of Breach**

Other than in relation to a Basic Terms Modification, the Trustee may, 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, authorise or waive any proposed or actual breach of any of the covenants or provisions contained in or arising pursuant to the Conditions, the Certificate Conditions or any of the Transaction Documents by any party thereto or determine, without any such consent as aforesaid, that any Event of Default or Potential Event of Default shall not be treated as such (**provided that**, in any such case, it is not, in the opinion of the Trustee, materially prejudicial to the interests of the Noteholders (or, if there are no Notes outstanding, the interests of the Certificateholders)), **provided that** the 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**

(a) Any such modification, waiver, authorisation or determination by the Trustee in accordance with these Conditions, the Certificate Conditions or the Transaction Documents shall be binding on the Noteholders and, unless the Trustee agrees otherwise, any such modification 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 Secured Creditors as soon as practicable thereafter.

(b) In connection with any such substitution of principal debtor referred to in Condition 8.48.6 (*Mandatory Redemption of the Notes following the exercise of the Tax/Illegality Event Option*), the Trustee may also agree, without the consent of the Noteholders 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 Trustee be materially prejudicial to the interests of the Noteholders or the other Secured Creditors.

(c) In determining whether a proposed action will not be materially prejudicial to the Noteholders or any Class thereof, the Trustee may, among other things, have regard to whether the Rating Agencies have confirmed in writing 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 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 Trustee this does not impose or extend any actual or contingent liability for each of the Rating Agencies to the Trustee, the Noteholders or any other person, or create any legal relations between each of the Rating Agencies and the Trustee, the Noteholders or any other person, whether by way of contract or otherwise.

(d) Where, in connection with the exercise or performance by the Trustee 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 Trustee is required to have regard to the interests of the Noteholders of any Class or Classes, it shall (A) 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 Trustee shall not be entitled to require, nor shall any Noteholder be entitled to claim, from the Issuer and the Trustee or any other person any indemnification or payment in respect of any tax consequences of any such exercise upon individual

Noteholders 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 Notes (except where expressly provided otherwise) but requiring the Trustee where there is a conflict of interests between one or more Classes of Notes 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.

(e) Other than in respect of any matter requiring an Extraordinary Resolution, Noteholders are required to vote by way of an Ordinary Resolution.

(f) 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.

13.9 **Issuer Substitution Condition**

The Trustee may agree, subject to such amendment of these Conditions and of any of the Transaction Documents, and to such other conditions as the 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 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 (*Issuer Covenants*). In the case of a substitution pursuant to this Condition 13.9, the Trustee may in their 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 Trustee, be materially prejudicial to the interests of the Noteholders.

14. INDEMNIFICATION AND EXONERATION OF THE TRUSTEE

The Trust Deed and the Deed of Charge contain provisions governing the responsibility (and relief from responsibility) of the Trustee and providing for its indemnification in certain circumstances, including provisions relieving it from taking action or, enforcing the Security, unless indemnified and/or prefunded or secured to its satisfaction.

The Trust Deed and the Deed of Charge also contain provisions pursuant to which the 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 Condition 16.1(d), 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 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 Trustee and notified to Noteholders (in each case a "**Relevant Screen**"), or (ii) Condition 16.1(c) 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 Noteholders 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 FCA's Official List,all notices to the Noteholders will be valid if published in a manner which complies with the relevant guidelines of the London Stock Exchange (which includes delivering a copy of such notice to the London Stock Exchange's Regulatory News Service) and any such notice will be deemed to have been given on the date sent to the London Stock Exchange's Regulatory News Service.

16.2 **Trustee's Discretion to Select Alternative Method**

The 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 quotation systems on or by which the Notes are then quoted and/or traded and **provided that** notice of such other method is given to the Noteholders in such manner as the Trustee shall require.

17. **REPLACEMENT NOTES**

If Condition 13.9 (*Issuer Substitution Condition*) is satisfied in accordance with these Conditions and the Trust Deed, the Issuer may, without the consent of the Noteholders, issue one or more classes of Replacement Notes to replace one or more Classes of Notes, each class of which shall have terms and conditions which may differ from the terms and conditions of the Class of Notes which it replaces, **provided that**:

(a) the aggregate principal amount of all Replacement Notes to be issued on such date is not less than £5,000,000;

(b) any class of Replacement Notes are assigned the same ratings as are then applicable to the Class or Classes of Notes which they are to replace;

(c) the ratings of each Class of Notes at that time outstanding are not downgraded, withdrawn or qualified as a result of such issue of Replacement Notes and none of such ratings is lower than it was upon the date of issue of any of the Notes; and

(d) application will be made, in respect of the Replacement Notes, for such notes to be admitted to listing on the official list of Euronext Dublin and to trading on its regulated market or, if the Notes then outstanding are no longer admitted to trading on that

exchange, such exchange, if any, on which the Notes then outstanding are then admitted to trading.

18. SUBORDINATION BY DEFERRAL

18.1 Interest

If, on any Interest Payment Date, the Issuer has insufficient funds from Available Revenue Receipts, Liquidity Reserve Fund Release Amounts and Principal Addition Amounts to make payment in full of all amounts of interest (which shall, for the purposes of this Condition 18, include any interest previously deferred under this Condition 18.1 and accrued interest thereon) payable in respect of the Notes other than the Most Senior Class of Notes solely in respect of amounts of interest that accrued while the Notes were not 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 solely in respect of amounts of interest that accrued while the Notes were not the Most Senior Class of Notes to the extent only of any insufficiency of funds. For the avoidance of doubt, any amounts of interest deferred on previous Interest Payment Dates prior to the Notes becoming the Most Senior Class may continue to be deferred as Deferred Interest regardless of whether such Class is the then Most Senior Class.

18.2 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 18.1 (*Interest*) applies) or on such earlier date as the relevant Class of Notes becomes due and repayable in full in accordance with these Conditions

18.3 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 18, 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 18 will not constitute an Event of Default. The provisions of this Condition 18 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.

19. NON-RESPONSIVE RATING AGENCY

(a) 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 Trustee shall be entitled but not obliged to take into account any written confirmation or affirmation (in any form acceptable to the 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**").

(b) 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 Trustee) 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 Trustee a certificate signed by two directors certifying and confirming that each of the events in paragraphs (i)(A) or (B) and (ii) above has occurred, 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 Trustee (an "**Issuer Certificate**"), the Trustee shall be entitled (but not obliged) to assume from a written certificate of the Seller to the Trustee (a "**Seller Certificate**") that such proposed action:

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

(b) would not adversely impact on 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 Notes would not be reduced, qualified, adversely affected or withdrawn,

upon which confirmation from the Rating Agencies or the Issuer Certificate and Seller Certificate, the Trustee shall be entitled to rely absolutely without 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 Trustee that this does not impose or extend any actual or contingent liability for each of the Rating Agencies to the Trustee, the Noteholders or any other person or create any legal relations between each of the Rating Agencies and the Trustee, the Noteholders or any other person whether by way of contract or otherwise.

20. JURISDICTION AND GOVERNING LAW

(a) The Courts are to have exclusive jurisdiction to settle any disputes that may arise out of or in connection with the Notes, the 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 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 Certificates and/or the Transaction Documents may be brought in such Courts.

(b) The Transaction Documents, the Notes 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, except that, to the extent that the provisions of the Mortgage Sale Agreement, the Deed of Charge and any security documents supplemental thereto relate to the Scottish Loans and Related Security, such provisions and documents shall be governed by Scots law, and each Scottish Declaration of Trust and Scottish Supplemental Charge shall be governed by Scots law.

21. 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 CERTIFICATES

The following are the terms and conditions of the 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 Certificates of Lovelace 01 CBP Plc (the "**Issuer**)" are constituted by the Trust Deed. Any reference in these Certificate Conditions to a "**Class**" of Notes or of Noteholders or (as applicable) of 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 F Notes, the Class Z Notes, the Class X Notes or the Certificates, as the case may be, or to the respective holders thereof. Any reference in these Certificate Conditions to the Certificate Conditions will be to these Certificate Conditions. Any reference in these Certificate Conditions to the Certificateholders means the registered holders for the time being of the Certificates. The security for the Certificates is constituted by and pursuant to the Deed of Charge.

Pursuant to the Agency Agreement, provision is made for, *inter alia*, the payment of amounts in respect of the Certificates.

The statements in these Certificate Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed, the Deed of Charge, the Agency Agreement, the Incorporated Terms Memorandum and the other Transaction Documents (as defined therein).

Physical copies of the Trust Deed, the Deed of Charge, the Agency Agreement, the Incorporated Terms Memorandum and the other Transaction Documents are available for inspection during normal business hours at the specified office for the time being of each of 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 Certificate Conditions shall bear the meanings given to them in the master definitions schedule set out in the Incorporated Terms Memorandum available as described above.

2.2 Interpretation

These Certificate Conditions shall be construed in accordance with the principles of construction set out in the Incorporated Terms Memorandum.

3. FORM, DENOMINATION AND TITLE

3.1 Form and Denomination

The Certificates will initially be represented by a global residual certificate in registered form (a "**Global Certificate**").

For so long as any of the Certificates are represented by a Global Certificate, transfers and exchanges of beneficial interests in such Global 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 Certificate will be deposited with and registered in the name of a common depositary (or a nominee thereof) for Euroclear and Clearstream, Luxembourg.

A Global Certificate will be exchanged for the relevant Certificate in definitive registered form (such exchanged Global Certificate in definitive registered form, the "**Definitive 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 days (other than by reason of holiday, statutory or otherwise); or

(ii) announce an intention permanently to cease business or to cease to make their book-entry systems available for settlement of beneficial interests in the Global Certificate and do in fact do either of those things,

and in either case no alternative clearing system satisfactory to the 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 become 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 Certificates which would not be required were the relevant Certificates in definitive registered form.

If Definitive Certificates are issued in respect of Certificates originally represented by a Global Certificate, the beneficial interests represented by such Global Certificate shall be exchanged by the Issuer for the relevant Certificates in registered definitive form.

Definitive Certificates will be serially numbered and will be issued in registered form only.

References to "**Certificates**" in these Certificate Conditions shall include the Global Certificate and the Definitive Certificates.

3.2 **Title**

Title to the Global 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 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 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 Certificates shall only pass by and upon registration of the transfer in the Register.

Definitive Certificates may be transferred upon the surrender of the relevant Definitive Certificate, with the form of transfer endorsed on it duly completed and executed, at the specified office of the Registrar. All transfers of Definitive Certificates are subject to any restrictions on transfer set out on the Definitive Certificates and the detailed regulations concerning transfers in the Agency Agreement.

Each new Definitive Certificate to be issued upon transfer of such Definitive Certificate will, within five Business Days of receipt and surrender of such Definitive 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 Certificate to such address as may be specified in the relevant form of transfer.

Registration of a Definitive 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 Certificates

The Certificates constitute direct, secured and (subject to the limited recourse provision in Certificate Condition 11.3 (*Limited Recourse*)) unconditional obligations of the Issuer, and represent the Issuer's obligation to pay deferred consideration for its purchase of the Portfolio, consisting of the Residual Payments. The Certificates rank *pro rata* and *pari passu* without preference or priority among themselves in relation to Residual Payments. Residual Payments will be made subject to and in accordance with the Pre-Enforcement Revenue Priority of Payments and Post-Enforcement Priority of Payments.

The Trust Deed and the Deed of Charge contain provisions requiring the Trustee to have regard to the interests of the Noteholders for so long as the Notes are outstanding as regards all rights, powers, trusts, authorities, duties and discretions of the Trustee (except where expressly provided otherwise) and, if there are no Notes outstanding, to have regard (except as expressly provided otherwise) to the interests of the holders of the Certificates.

4.2 Security

The security constituted by or pursuant to the Deed of Charge is granted to the Trustee for it to hold on trust for the Certificateholders and the other Secured Creditors, upon and subject to the terms and conditions of the Deed of Charge.

The 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. ISSUER COVENANTS

Save with the prior written consent of the Trustee or unless otherwise permitted under any of these Certificate Conditions or any of the Transaction Documents, the Issuer shall not, so long as any 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 or, (iii) act as a director of any company;

(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 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 Trusts, unless such account or interest therein is charged to the Trustee on terms acceptable to the Trustee;

(j) **Purchase Certificates**: purchase or otherwise acquire any 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 Residual Payments

Each Certificate represents a *pro rata* entitlement to receive Residual Payments, by way of deferred consideration for the purchase by the Issuer of the Portfolio.

6.2 Payment

A Residual Payment may be payable in respect of the 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.

6.3 Determination of Residual Payment

The Cash Manager shall on each Calculation Date determine the Residual Payment payable in respect of the Certificates on the immediately following Interest Payment Date and the Residual Payment Amount payable in respect of each Certificate on such Interest Payment Date.

6.4 Publication of Residual Payment and Residual Payment Amount

The Agent Bank shall cause the Residual Payment and Residual Payment Amount (if any) for each Interest Payment Date to be notified to the Issuer, the Cash Manager, the Trustee, the Registrar and the Paying Agents (as applicable) and to any stock exchange or other relevant authority or which the Certificates are at the relevant time listed and to be published in accordance with Certificate Condition 15 (*Notice to Certificateholders*) as soon as possible 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 and decisions given, expressed, made or obtained for the purposes of the provisions of this Certificate Condition 6.5, whether by the Agent Bank or the Cash Manager, will (in the absence of wilful default, gross negligence, fraud or manifest error) be binding on the Issuer, the Cash Manager, the Trustee, the Agent Bank, the Registrar, the Paying Agents and all Certificateholders and (in the absence of wilful default, gross negligence, fraud or manifest error) no liability to the Issuer or the Certificateholders shall attach to the Cash Manager, the Agent Bank or the Registrar in connection with the exercise or non-exercise by any of them of their powers, duties and discretions under this Certificate Condition 6.5.

6.6 **Agent Bank**

The Issuer shall procure that, so long as any of the Certificates remain in issue, there is at all times an agent bank for the purposes of the Certificates. The Issuer may, subject to the prior written approval of the 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 notify the Residual Payment Amount in respect of the Certificates for any Interest Period, subject to the prior written approval of the 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.

6.7 **Termination of Payments and Cancellation of Certificates**

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 Residual Payments will be made by the Issuer and the Certificates shall be cancelled.

7. **PAYMENTS**

7.1 **Payment of Residual Payments**

Subject to Certificate Condition 3.1 (*Form and Denomination*), payments of Residual Payments shall be made by:

(a) (other than in the case of final cancellation) upon application by the relevant 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) upon surrender (or, in the case of part-payment only, endorsement) of the relevant Global Certificate or Definitive Certificate (as the case may be) at the specified office of any Paying Agent.

7.2 **Laws and Regulations**

Payments of any Residual Payments 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 (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 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**:

(a) 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 a person appointed to perform the obligations of the Registrar with a specified office in Ireland or in London; and

(b) the Issuer undertakes that it will ensure that it maintains a Paying Agent in the EU or the United Kingdom which shall, for so long as the Notes are admitted to the FCA's Official List and to trading on the Main Market of the London Stock Exchange, be a Paying Agent in the United Kingdom or such other place as the London Stock Exchange may approve.

Except where otherwise provided in the Trust Deed or the Agency Agreement, the Issuer will cause notice of no more than 30 days and no less than 15 days of any change in or addition to the Paying Agents or the Registrar or their specified offices to be given to the Certificateholders in accordance with Certificate Condition 15 (*Notice to 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 Certificate is not a Presentation Date, the 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 Certificate 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 Payments 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 ("**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 for principal in respect of Residual Payments shall become void where the application for payment is made more than ten years after the Relevant Date in respect of the relevant payment.

In this Certificate 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 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 Certificate Condition 15 (*Notice to Certificateholders*).

10. **EVENTS OF DEFAULT**

10.1 **Certificates**

The 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 Certificates in number or if so directed by an Extraordinary Resolution of the holders of the Certificates shall

(subject to being indemnified and/or prefunded and/or secured to its satisfaction as more particularly described in the Trust Deed) (but, in the case of the occurrence of any of the events mentioned paragraphs (b) and (c) below, only if the Trustee shall have certified in writing to the Issuer that such event is, in its opinion, materially prejudicial to the interests of the holders of the Certificateholders) give a notice (an "**Enforcement Notice**") to the Issuer that any Residual Payments pursuant to the 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 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 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 Certificate Conditions or any Transaction Document to which it is a party and it continues for a period of 15 days (or such longer period as the Trustee may permit) (except that in any case where the Trustee considers the failure to be incapable of remedy, then no continuation or notice as is aforementioned will be required) following the service by the Trustee on the Issuer of notice requiring the same to be remedied; or

(c) if any 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 days (or such longer period as the Trustee may permit) (except that in any case where the 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 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 Trustee or by Extraordinary Resolution of the Most Senior Class of Certificateholders; 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 Trustee or by Extraordinary Resolution of the Most Senior Class of 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

(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 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 frivolous or vexatious or discharged within 30 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).

10.2 **General**

Upon the delivery of an Enforcement Notice by the Trustee in accordance with Certificate Condition 10.1 (*Certificates*), any Residual Payments pursuant to the Certificates shall thereby immediately become due and payable.

11. **ENFORCEMENT**

11.1 **General**

The Trustee may, at any time, at its 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 the Certificates or the Trust Deed (including these Certificate Conditions) or the Deed of Charge or any of the other Transaction Documents to which it is a party and, at any time after the delivery of an Enforcement Notice, the Trustee may, at its discretion and without notice, take such steps as it may think fit to enforce the Security, but the Trustee shall not be bound to take any such proceedings, action or steps unless, following redemption of the Notes in full:

(a) the 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 Certificates in number; and

(b) in all cases, it shall have been indemnified and/or prefunded and/or secured to its satisfaction.

11.2 **Limitations on Enforcement**

No 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 Certificate 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 the Trustee, having become bound so to do, fails to do so within a reasonable period and such failure shall be continuing, **provided that** no 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 Certificate Condition or any provision of any Transaction Document, all obligations of the Issuer to the Certificateholders are limited in recourse to the property, assets and undertakings of the Issuer the subject of any security created under and pursuant to the Security Documents (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 Certificates (including payments of Residual Payments),

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 Certificates (including, for the avoidance of doubt, payments of Residual Payments in respect of the Certificates) and the Issuer shall be

deemed to be discharged from making any further payments in respect of the 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 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 Certificate Conditions and the Conditions or the provisions of any of the Transaction Documents.

12.2 For the purposes of these Certificate Conditions:

"**Most Senior Class**" means:

(a) the Class A Notes; or

(b) if there are no Class A Notes then outstanding, the Class B Notes; or

(c) if there are no Class A Notes or Class B Notes then outstanding, the Class C Notes; or

(d) if there are no Class A Notes, Class B Notes or Class C Notes then outstanding, the Class D Notes; or

(e) if there are no Class A Notes, Class B Notes, Class C Notes or Class D Notes then outstanding, the Class E Notes; or

(f) if there are no Class A Notes, Class B Notes, Class C Notes, Class D Notes or Class E Notes then outstanding, the Class F Notes; or

(g) if there are no Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes or Class F Notes then outstanding, the Class Z Notes; or

(h) if there are no Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes, Class F Notes or Class Z Notes then outstanding, the Class X Notes; or

(i) if there are no Notes then outstanding, the Certificates.

"**outstanding**" means, in relation to a Class of Notes or Certificates, all the Notes or Certificates of that Class which have been issued except:

(a) those which have been redeemed in full in accordance with the conditions;

(b) those in respect of which the date for redemption in full has occurred and the full amount of redemption moneys (including all interest accrued on such Notes or Certificates to the date for such redemption and any interest payable under the conditions after such date) have been duly paid to the Trustee or to the Principal Paying Agent as provided in clause 5 (*Covenant to Repay Principal*) of the Trust Deed (and, where appropriate, notice to that effect has been given to the Noteholders in accordance with Condition 16 (*Notice to Noteholders*) or to the Certificateholders in accordance with Certificate Condition 15 (*Notice to Certificateholders*)) and remain available for payment against presentation and surrender of Notes or Certificates;

(c) those which have become void or in respect of which claims have become prescribed;

(d) those mutilated or defaced Notes or Certificates which have been surrendered or cancelled and those Notes or Certificates which are alleged to have been lost, stolen or destroyed and in all cases in respect of which replacement Notes or Certificates have been issued pursuant to the conditions; and

(e) any Global Note or Global Certificate to the extent that it shall have been exchanged for the related Definitive Notes or Definitive Certificates pursuant to the provisions contained therein and the conditions,

provided that for each of the following purposes:

(i) ascertaining the right to attend and vote at any meeting of the Noteholders or Certificateholders;

(ii) the determination of how many Notes or Certificates are outstanding for the purposes of Condition 11 (*Events of Default*) or Certificate Condition 10 (*Events of Default*), Condition 12 (*Enforcement*) or Certificate Condition 11 (*Enforcement*) and Condition 13 (*Meetings of Noteholders, Modification, Waiver and Substitution*) or Certificate Condition 12 (*Meetings of Certificateholders, Modification, Waiver and Substitution*) and Schedule 7 (*Provisions for Meetings of Noteholders and Certificateholders*) to the Trust Deed;

(iii) the exercise of any discretion, power or authority which the Trustee is required, expressly or impliedly, to exercise in or by reference to the interests of the Noteholders or Certificateholders or any Class of them; and

(iv) the determination by the Trustee of whether any event or potential event is or would be materially prejudicial to the interests of the Noteholders or Certificateholders or any Class of them,

those Notes or Certificates which are beneficially held by, on behalf of or for the benefit of the Issuer, the Seller, any holding company as defined in section 1159 of the Companies Act 2006 ("**Holding Company**") of the Issuer or Seller or any other subsidiary as defined in section 1159 of the Companies Act 2006 ("**Subsidiary**") of either such Holding Company (each such entity a "**Relevant Person**"), in each case as 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 or 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 or 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 or 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 of such Class, then the Relevant Class shall be deemed not to remain outstanding and **provided that** in relation to a matter relating to a Basic Terms Modification, any Notes or 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.

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 the relevant affected Class or Classes of Notes and/or Certificates then in issue, as applicable:

(i) subject to Certificate Condition 12.3(a)(ii), an Extraordinary Resolution passed at any meeting of a relevant Class of Noteholders shall be binding on such Noteholders and (i) all other Classes of Noteholders ranking junior to such Class of Noteholders in the Post-Enforcement Priority of Payments in each case and (ii) the Certificateholders, irrespective of the effect it has upon them; and

(ii) no Extraordinary Resolution of any Class of Noteholders or Certificateholders shall take effect for any purpose while any Class of Noteholders or Certificateholders ranking senior to such Class of Noteholders or Certificateholders in the Post-Enforcement Priority of Payments (any such senior ranking Class of Notes or Certificates, a "**Senior Class**") remain

outstanding or (in the case of the Certificates) remain in issue unless it shall have been sanctioned by an Extraordinary Resolution of the holders of each Senior Class or the Trustee is of the opinion that it would not be materially prejudicial to the interests of the holders of any Senior Class,

provided that, in respect of any Extraordinary Resolution of a Class or Classes of Noteholders and/ or Certificateholders relating to any amendment, waiver, modification, supplement or consent in respect of any of the Transaction Documents which would, in the reasonable opinion of the Swap Provider, have the effect:

(i) that immediately thereafter, the Swap Provider would be required to pay more or to receive less from a third-party transferee if it were to transfer each of the "Transaction(s)" (as defined in the relevant Swap Agreement) to such third-party transferee (subject to and in accordance with the terms of the Swap Agreement) than would otherwise be the case if such amendment, waiver, modification, supplement or consent were not made;

(ii) of altering the amount, timing or priority of any payments due from the Issuer to the Swap Provider or from the Swap Provider to the Issuer or adversely affecting the Issuer's ability to make such payments or deliveries to the Swap Provider;

(iii) of altering any requirement (including pursuant to this Certificate Condition 12.3) to obtain the Swap Provider's prior consent (written or otherwise) in respect of any matter;

(iv) of (1) altering any other terms which would modify a payment date under any Swap Agreement or (2) cause the Notes to be redeemed in full or the Portfolio to be sold or otherwise disposed of in full (other than as permitted or contemplated by the Transaction Documents as at the date of the relevant Swap Agreement) which in respect of (2) adversely affects the Swap Provider's rights or obligations under the relevant Swap Agreement or the Transaction Documents;

(v) amending Condition 8 (*Redemption*) or any additional redemption rights in respect of the Notes, Condition 13.5 (*Modification to the Transaction Documents*), Certificates Condition 12.5 (*Modification to the Transaction Documents*), Clause 15.2 (*Post-Event of Default Modifications*) of the Deed of Charge, Clause 17 (*Modification*) of the Trust Deed or paragraph 11 (*No variation and termination of transaction documents*) of part 2 (*Transaction Document Covenants*) of schedule 3 (*Issuer Covenants*) of the Incorporated Terms Memorandum which adversely affects the Swap Provider's rights or obligations under the relevant Swap Agreement or the Transaction Documents;

(vi) of altering the Swap Provider's status as a Secured Creditor;

(vii) of altering the rights of the Swap Provider in relation to the Security (however so 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 Trustee on behalf of the Secured Creditors;

(viii) altering the definitions of any terms used in any Transaction Documents relating to the above matters in sub-paragraphs (i)-(vii) adversely affecting the Swap Provider's rights or obligations under the relevant Swap Agreement or the Transaction Documents; or

(ix) of otherwise being materially prejudicial to the Swap Provider,

(x) the written consent of the Swap Provider, or (y) written notification from the Issuer to the Trustee (as determined by the Issuer after consulting with the Swap

Provider in accordance with the Transaction Documents), that the Swap Provider's consent is not needed, is required prior to such amendments being made.

(b) No Extraordinary Resolution of the holders of a Class or Classes of Notes and/or Certificates which would have the effect of sanctioning a Basic Terms Modification in respect of any Class of Notes or 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 Certificates then in issue which are affected by such Basic Terms Modification.

(c) No Ordinary Resolution that is passed by the holders of any Class of Notes or Certificates shall take effect for any purpose while any Senior Class remain outstanding or (in the case of the Certificates) remain in issue unless it shall have been sanctioned by an Ordinary Resolution of the holders of each Senior Class or the Trustee is of the opinion that it would not be materially prejudicial to the interests of the holders of each Senior Class.

12.4 **Quorum**

(a) Subject as provided below, the quorum at any meeting of any Class of 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 Certificates then in issue.

(b) Subject as provided below, the quorum at any meeting of any Class of any 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 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 Class or Classes of Notes or Certificates passing an Extraordinary Resolution to:

(i) sanction a modification of the date of maturity of the Notes;

(ii) sanction a modification of the date of payment of principal or interest (including any premium payable) 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 or of the method of calculating the date of payment in respect of any Class of Certificates, except in accordance with Conditions 13.6(g) or (h) Certificate Conditions 12.6(g) or (h) in relation to any Base Rate Modification or Swap Rate Modification;

(iii) sanction a modification of the amount of principal or the rate of interest payable in respect of the Notes, or where applicable, of the method of calculating the amount payable of any principal or interest in respect of the Notes or of the method of calculating the amounts payable in respect of any Class of Certificates (including, if any such modification is proposed for any Class of Notes), except in accordance with Conditions 13.6(g) or (h) (*Additional Right of Modification*) or Certificate Conditions 12.6(g) or (h) (*Additional Right of Modification*) in relation to any Base Rate Modification or Swap Rate Modification;

(iv) alter the currency in which payments under any Class of Notes or any Class of Certificates are to be made;

(v) alter the quorum or majority required in relation to this exception;

(vi) sanction any scheme or proposal for the sale, conversion or cancellation of any Class of Notes or any Class of Certificates; or

(vii) any change to the definition of 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 by separate resolutions passed by way of consents received through the relevant Clearing System(s)) of each relevant affected Class of Certificateholders.

(d) Subject as provided below, the quorum at any adjourned meeting of Certificateholders 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 Certificates in issue.

(e) Subject as provided below, the quorum at any adjourned meeting of Certificateholders 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 Certificates 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 or Classes of 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 50 per cent. of the aggregate Principal Amount Outstanding of such Class of Certificates 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 Certificates.

12.5 **Modification to the Transaction Documents**

(a) The Trustee may (or in the case of paragraph (iii), (iv) or (v) below, shall) at any time and from time to time, with the written consent of 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:

(i) other than in respect of a Basic Terms Modification, to the Conditions, the Certificate Conditions, the Trust Deed or any other Transaction Document, which in the opinion of the 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 Trusts which does not affect the manner in which the Issuer Share (as defined in the Collection Account Declaration of Trust) 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 the interests of the Trustee;

(ii) to the Conditions, the Certificate Conditions, the Trust Deed or any other Transaction Document if in the opinion of the Trustee (acting in accordance with the Trust Deed) such modification is of a formal, minor or technical nature or to correct a manifest error; or

(iii) to the Transaction Documents, the Conditions and/or the Certificate 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 EU EMIR and/or under UK EMIR, irrespective of whether such modifications are (i)

materially prejudicial to the interests of the holders of any Class of Notes or Certificates or any other Secured Creditor or (ii) in respect of a Basic Terms Modification (any such modification, an "**EMIR Amendment**") and subject to receipt by the Trustee of a certificate of (i) the Issuer signed by two directors or (ii) the Servicer on behalf of the Issuer, certifying to the 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 EU EMIR and/or under UK EMIR and have been drafted solely to such effect:

(iv) to the Transaction Documents or the Conditions and/or the Certificate Conditions that are requested in writing by the Issuer (acting in its own discretion or at the direction of any transaction party) for the purpose of enabling the Issuer (or the Servicer on its behalf) to (x) transfer the Collection Account from the Collection Account Bank to another bank or (y) transfer the role of the Servicer to the Successor Servicer, in circumstances where the Servicer's appointment is terminated pursuant to clause 24 (*Appointment following Termination*) of the Servicing Agreement, irrespective of whether such modifications are (i) materially prejudicial to the interests of the holders of any Class of Notes or Certificates or any other Secured Creditor or (ii) in respect of a Basic Terms Modification **provided that** the Issuer (or Servicer on its behalf) certifies to the Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect and that the conditions stipulated in clause 28.2 or 24 (*Appointment following Termination*), respectively, of the Servicing Agreement have been satisfied; or

(v) to the Transaction Documents or the Conditions and/or the Certificate Conditions that are requested in writing by the Issuer (acting in its own discretion or at the direction of any transaction party) for the purpose of enabling the Issuer to open any additional custody account for the receipt of any collateral posted by the Swap Provider under the Swap Agreement in the form of securities, irrespective of whether such modifications are (i) materially prejudicial to the interests of the holders of any Class of Notes or Certificates or any other Secured Creditor or (ii) in respect of a Basic Terms Modification **provided that** the Issuer (or the Seller on its behalf) certifies to the Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect.

(b) Notwithstanding anything to the contrary in the Trust Deed or the other Transaction Documents, when implementing any of the amendments specified in (a)(iii), (a)(iv), (a)(v) pursuant to this Certificate Condition 12.5, the Trustee shall not consider the interests of the Noteholders, the Certificateholders, any other Secured Creditor or any other person, but shall act and rely solely and without further investigation on any certificate and notification (as applicable) provided to it by (or on behalf of) the Issuer pursuant to this Certificate Condition 12.5 and shall not be liable to any Noteholder, Certificateholder or other Secured Creditor for so acting or relying.

(c) The Trustee shall not be obliged to agree to any modification pursuant to Certificate Conditions 12.6 (a)(iii), (a)(iv) or (a)(v) above which (in the sole opinion of the Trustee) would have the effect of:

(i) exposing the Trustee to any liability against which it has not been indemnified and/or secured and/or prefunded to its satisfaction; or

(ii) increasing the obligations or duties, or decreasing the protections of the Trustee in the Transaction Documents and/or the Conditions and or Certificate Conditions of the Notes or Certificates.

12.6 **Additional Right of Modification**

Notwithstanding the provisions of Certificate Condition 12.5 (*Modification to the Transaction Documents*), the Trustee shall be obliged, without any consent or sanction of the Noteholders, the Certificateholders, or any other Secured Creditor, subject to written consent of the Secured Creditors which are 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 Certificate Conditions, the Certificates, the Conditions, the Notes, 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:

(a) 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**:

(i) the Issuer certifies in writing to the 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

(ii) in the case of any modification to a Transaction Document proposed by any of the Seller, the Servicer, the Swap Provider, the Cash Manager, the Agent Bank, the Principal Paying Agent, the Custodian or the Issuer Account Bank (for the purpose of this Certificate Condition 12.6 only, each a "**Relevant Party**"), in order (x) for it 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):

(A) the Relevant Party certifies in writing to the Issuer and the Trustee that such modification is necessary for the purposes described in paragraph (ii)(x) and/or (y) above; and

(B) either:

(1) the Issuer, the Relevant Party or the Seller (on behalf of the Issuer) obtains from each of the Rating Agencies, a Rating Agency Confirmation (or certifies in writing to the Issuer (in the case of the Relevant Party or the Seller) and the Trustee that no Rating Agency Confirmation has been received within 30 days of a written request for such 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 Rated Notes by such Rating Agency and would not result in any Rating Agency placing any Rated Notes on rating watch negative (or equivalent) and, if relevant, delivers a copy of each such confirmation to the Issuer (in the case of the Relevant Party or the Seller), and the Trustee; or

(2) the Issuer, the Relevant Party or the Seller (on behalf of the Issuer) certifies in writing to the Trustee that the Rating Agencies have been informed of the proposed modification and none of the Rating Agencies has indicated that such modification would result in (x) a downgrade, withdrawal or suspension of the then current ratings assigned to any Class of the Rated Notes by such Rating Agency or (y) such Rating

Agency placing any Rated Notes on rating watch negative (or equivalent),

and the Relevant Party pays all costs and expenses (including legal fees) incurred by the Issuer and the Trustee in connection with such modification;

(b) for the purpose of complying with any changes in the requirements of the EU Securitisation Regulation, including as a result of the adoption or amendment of regulatory technical standards in relation to the EU Securitisation Regulation or any other risk retention legislation or regulations or official guidance in relation thereto, **provided that** the Issuer certifies to the Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;

(c) for the purpose of complying with any changes in the requirements of the UK Securitisation Framework, including as a result of the adoption or amendment of any risk retention legislation, regulations or official guidance in relation thereto **provided that** the Issuer certifies to the Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;

(d) for the purpose of enabling the Notes to be (or to remain) listed on the FCA's Official List and to be (or to remain) admitted to trading on the Main Market of the London Stock Exchange, **provided that** the Issuer certifies to the Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;

(e) for the purpose of enabling the Issuer or any of the other Transaction Parties to comply with FATCA, **provided that** the Issuer or the relevant Transaction Party, as applicable, certifies to the Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;

(f) for the purpose of complying with any changes in the requirements of the UK CRA Regulation after the Closing Date, including as a result of the adoption of regulatory technical standards in relation to the UK CRA Regulation and the Commission Delegated Regulation 2015/3 as it forms part of the domestic law of the United Kingdom by virtue of the EUWA (including, any associated regulatory technical standards and advice, guidance or recommendations from relevant supervisory regulators), as amended from time to time (the "**UK CRA3 Requirements**"), including any requirements imposed by the UK Securitisation Framework and/or any new regulations or official guidance in relation thereto, **provided that** the Issuer certifies to the 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 (on behalf of the Issuer), and/or the Relevant Party, as the case may be, pursuant to Certificate Conditions 12.6(a) to (f) above being a "**Modification Certificate**"); or

(g) for the purpose of changing the SONIA Reference Rate or the base rate that then applies in respect of the Notes 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 making such other amendments as are necessary or advisable in the commercially 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 its behalf), certifies to the Trustee in writing (such certificate, a "**Base Rate Modification Certificate**") that:

(i) such Base Rate Modification is being undertaken due to:

(A) an alternative manner of calculating a SONIA-based base rate is introduced and becomes a standard means of calculating interest for similar transactions;

(B) a material disruption to SONIA, or any other relevant interest rate benchmark applicable to the Notes, an adverse change in the methodology of calculating SONIA or any other relevant interest rate benchmark or SONIA or any other relevant interest rate benchmark ceasing to exist or be published;

(C) the insolvency or cessation of business of the SONIA administrator or the administrator of any other relevant interest rate benchmark applicable to the Notes (in circumstances where no successor SONIA administrator (or administrator of any other relevant interest rate benchmark applicable to the Notes) has been appointed);

(D) a public statement by the SONIA administrator or administrator of any other relevant interest rate benchmark applicable to the Notes that it will cease publishing SONIA (or any other relevant interest rate benchmark applicable to the Notes) permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of such interest rate benchmark);

(E) a public statement by the supervisor of the SONIA administrator or the administrator of any other relevant interest rate benchmark applicable to the Notes that SONIA or any other relevant interest rate benchmark applicable to the Notes has been or will be permanently or indefinitely discontinued or will be changed in an adverse manner;

(F) a public announcement by the supervisor of the SONIA administrator or the administrator of any other relevant interest rate benchmark applicable to the Notes of the permanent or indefinite discontinuation of the SONIA Reference Rate or base rate that applies to the Notes;

(G) a public statement by the supervisor of the SONIA administrator or the administrator of any other relevant interest rate benchmark applicable to the Notes that means SONIA or any other relevant interest rate benchmark applicable to the Notes may no longer be used or that its use is subject to restrictions or adverse consequences; or

(H) the reasonable expectation of the Issuer (or the Seller on its behalf) that any of the events specified in sub-paragraphs (A) to (G) above will occur or exist within six months of the proposed effective date of such Base Rate Modification;

and, in each case, has been drafted solely to such effect; and

(ii) such Alternative Base Rate is:

(A) a base rate published, endorsed, approved or recognised by the Federal Reserve or the Bank of England, any regulator in the United States, the United Kingdom or the EU 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);

(B) the Sterling Overnight Index Average or the Broad Treasuries Repo Financing Rate (or any rate which is derived from, based upon or otherwise similar to either of the foregoing);

(C) 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;

(D) 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 Cynergy Bank plc or an affiliate thereof; or

(E) such other base rate as the Seller (on behalf of the Issuer) reasonably determines,

For the avoidance of doubt, the Issuer (or the Seller on its behalf) may propose an Alternative Base Rate on more than one occasion **provided that** the conditions set out in this Certificate Condition 12.6(g) are satisfied;

(h) 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 (in the case of the Swap Agreement) 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 (a "**Swap Rate Modification**"), **provided that** the Seller, on behalf of the Issuer, certifies to the 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**");

provided that, in the case of any modification made pursuant to paragraphs (a) to (h) above:

(i) at least 30 calendar days' prior written notice of any such proposed modification has been given to the Trustee;

(ii) the Modification Certificate, Base Rate Modification Certificate or Swap Rate Modification Certificate, as applicable, in relation to such modification shall be provided to the Trustee both at the time the Trustee is notified of the proposed modification and on the date that such modification takes effect;

(iii) the consent of each Secured Creditor which is party to the relevant Transaction Document has been obtained (such consent to be conclusively demonstrated by such Secured Creditor entering into any deed or document purporting to modify such Transaction Document);

(iv) the Trustee is satisfied that it has been or will be reimbursed for all costs, fees and expenses (including properly incurred legal fees) incurred by it in connection with such modification;

(v) other than in the case of a modification pursuant to Certificate Condition 12.6(a)(ii), either:

(A) the Issuer or the Seller (on behalf of the Issuer) obtains from each of the Rating Agencies a Rating Agency Confirmation (or certifies in the Modification Certificate, Base Rate Modification Certificate or Swap Rate Modification Certificate, as applicable, that no such Rating Agency Confirmation has been received within 30 days of a written request for such Rating Agency Confirmation) that such modification would not result in (x) a downgrade, withdrawal or suspension of the then current ratings assigned to any Class of the Notes by such Rating Agency or (y) such Rating Agency placing any Notes on rating watch negative (or equivalent); or

(B) the Issuer or the Seller (on behalf of the Issuer) certifies in the Modification Certificate, Base Rate Modification Certificate or Swap Rate Modification Certificate, as applicable, that it has informed the Rating Agencies of the proposed modification and none of the Rating Agencies has indicated that such modification would result in (x) a downgrade, withdrawal or suspension of the then current ratings assigned to any Class of the Notes by such Rating Agency or (y) such Rating Agency placing any Notes on rating watch negative (or equivalent); and

(vi) the Issuer certifies (upon which certification the Trustee shall be entitled to rely absolutely and without further enquiry or liability) in writing to the Trustee (which certification may be in the Modification Certificate, Base Rate Modification Certificate or Swap Rate Modification Certificate, as applicable) that (I) the Issuer has provided at least 30 calendar days' notice to the Certificateholders of each Class of the proposed modification in accordance with Certificate Condition 15 (*Notice to Certificateholders*) and by publication on Bloomberg on the "Company News" screen relating to the Certificates, and (II) Noteholders or Certificateholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the Most Senior Class of Notes (or if no Notes are outstanding, the Certificates) then outstanding or in issue have not contacted the Issuer in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Notes or Certificates may be held) within such notification period notifying the Issuer that such Noteholders or Certificateholders do not consent to the modification;

If no Notes remain outstanding and Certificateholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the Most Senior Class of Certificates then in issue have notified the Issuer in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Certificates 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 Certificateholders of the Most Senior Class of Certificates then in issue is passed in favour of such modification in accordance with Certificate Condition 12 (*Meetings of Certificateholders, Modification, Waiver and Substitution*).

Objections made in writing other than through the applicable clearing system must be accompanied by evidence to the Issuer's satisfaction (having regard to prevailing market practices) of the relevant Certificateholder's holding of the Certificates.

Other than where specifically provided in this Certificate Condition 12.6 or any Transaction Document:

(a) when implementing any modification pursuant to this Certificate Condition 12.6 (save to the extent the Trustee considers that the proposed modification would constitute a Basic Terms Modification), the Trustee shall not consider the interests of the Noteholders, Certificateholders, any other Secured Creditor or any other person but shall act and rely solely and without further investigation on any certificate or evidence provided to it by the Issuer or the relevant Transaction Party, as the case may be, pursuant to this Certificate Condition 12.6 and shall not be liable to the Noteholders, the Certificateholders 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

(b) the Trustee shall not be obliged to agree to any modification which, in the sole opinion of the Trustee would have the effect of (i) exposing the Trustee to any liability against which is has not been indemnified and/or secured and/or prefunded to its satisfaction or (ii) increasing the obligations or duties, or decreasing the rights or protection, of the Trustee in the Transaction Documents and/or these Certificate Conditions.

Any such modification shall be binding on all Certificateholders and shall be notified by the Issuer as soon as reasonably practicable to:

(a) so long as any of the Certificates rated by the Rating Agencies remains outstanding, each Rating Agency;

(b) the Secured Creditors; and

(c) the Certificateholders in accordance with Certificate Condition 15 (*Notice to Certificateholders*).

12.7 **Authorisation or Waiver of Breach**

Other than in relation to a Basic Terms Modification, the Trustee may, 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, authorise or waive any proposed or actual breach of any of the covenants or provisions contained in or arising pursuant to the Conditions, the Certificate Conditions or any of the Transaction Documents by any party thereto or determine, without any such consent as aforesaid, that any Event of Default or Potential Event of Default shall not be treated as such (**provided that**, in any such case, it is not, in the opinion of the Trustee, materially prejudicial to the interests of the Noteholders (or, if there are no Notes outstanding, the interests of the Certificateholders)) **provided that** the Trustee shall not exercise any powers conferred on it by this Certificate 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 Certificate 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**

(a) Any such modification, waiver, authorisation or determination by the Trustee in accordance with the Conditions, these Certificate Conditions or the Transaction Documents shall be binding on the Certificateholders and, unless the Trustee agrees otherwise, any such modification shall be notified by the Issuer to the Certificateholders in accordance with Certificate Condition 15 (Notice to Certificateholders), the Rating Agencies (while any Notes remain outstanding) and the Secured Creditors as soon as practicable thereafter.

(b) In connection with any such substitution of principal debtor referred to in Condition 8.6 (*Mandatory Redemption of the Notes following the exercise of the Tax/Illegality Event Option*), the Trustee may also agree, without the consent of the Certificateholders or the other Secured Creditors, to a change of the laws governing the Certificates, these Certificate Conditions and/or any of the Transaction Documents, provided that such change would not, in the opinion of the Trustee be materially prejudicial to the interests of the Certificateholders or the other Secured Creditors.

(c) In determining whether a proposed action will not be materially prejudicial to the Certificateholders or any Class thereof, the Trustee may, among other things, have regard to whether the Rating Agencies have confirmed in writing 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 Certificates. It is agreed and acknowledged by the 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 Certificateholders. In being entitled to take into account that each of the Rating Agencies has confirmed that the then current ratings of the Certificates would not be adversely affected, it is agreed and acknowledged by the Trustee this does not impose or extend any actual or contingent liability for each of the Rating Agencies to the Trustee, the Certificateholders or any other person, or create any legal relations between each of the Rating Agencies and the Trustee, the Certificateholders or any other person, whether by way of contract or otherwise.

(d) Where, in connection with the exercise or performance by the Trustee of any right, power, trust, authority, duty or discretion under or in relation to these Certificate 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 Trustee is required to have regard to the interests of the Certificateholders of any Class or Classes, it shall (A) have regard to the general interests of the Certificateholders of such Class or Classes but shall not have regard to any interests arising from circumstances particular to individual 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

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 Trustee shall not be entitled to require, nor shall any Certificateholders be entitled to claim from the Issuer, the Trustee or any other person, any indemnification or payment in respect of any tax consequences of any such exercise upon individual 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 Certificates (except where expressly provided otherwise).

(e) Other than in respect of any matter requiring an Extraordinary Resolution, Certificateholders are required to vote by way of an Ordinary Resolution.

(f) 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.

12.9 **Issuer Substitution Condition**

The Trustee may agree, subject to such amendment of these Certificate Conditions and of any of the Transaction Documents, and to such other conditions as the Trustee may require and subject to the terms of the Trust Deed, but without the consent of the Certificateholders, to the substitution of another body corporate in place of the Issuer as principal debtor under the Trust Deed, the Notes and the 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 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 Certificate Condition 5 (*Issuer Covenants*). In the case of a substitution pursuant to this Certificate Condition 12.9, the Trustee may in their absolute discretion agree, without the consent of the Certificateholders, to a change in law governing the Certificates and/or any of the Transaction Documents unless such change would, in the opinion of the Trustee be materially prejudicial to the interests of the Certificateholders.

13. INDEMNIFICATION AND EXONERATION OF THE TRUSTEE

The Trust Deed and the Deed of Charge contain provisions governing the responsibility (and relief from responsibility) of the Trustee and providing for its indemnification in certain circumstances, including provisions relieving it from taking action or, enforcing the Security, unless indemnified and/or prefunded or secured to its satisfaction.

The Trust Deed and the Deed of Charge also contain provisions pursuant to which the Trustee is 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 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 CERTIFICATES

If any 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 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 Certificate must be surrendered before a new one will be issued.

If Certificate Condition 12.9 (*Issuer Substitution Condition*) is satisfied, the Issuer may, without the consent of the Certificateholders, issue replacement residual certificates to replace the Certificates, which shall have terms and conditions which may differ from the terms and conditions of the Certificates which it replaces.

15. NOTICE TO CERTIFICATEHOLDERS

15.1 Publication of Notice

(a) Subject to Condition 16.1(d), any notice to 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 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 Trustee and notified to Certificateholders (in each case a "**Relevant Screen**"), or (ii) Certificate Condition 15.1(c) 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 Certificates in definitive form, notices to Certificateholders 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 Certificates are represented by Global Certificate, notices to Certificateholders 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 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.

15.2 Trustee's Discretion to Select Alternative Method

The Trustee shall be at liberty to sanction some other method of giving notice to the 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 Certificates are then quoted and/or traded and **provided that** notice of such other method is given to the Certificateholders in such manner as the Trustee shall require.

16. REPLACEMENT CERTIFICATES

If Certificate Condition 12.9 (*Issuer Substitution Condition*) is satisfied in accordance with these Certificate Conditions and the Trust Deed, the Issuer may, without the consent of the Certificateholders, issue one or more classes of Replacement Certificates to replace one or more Classes of Certificates, which shall have terms and conditions which may differ from the terms and conditions of the Certificates which they replace.

17. NON-RESPONSIVE RATING AGENCY

(a) In respect of the exercise of any power, duty, trust, authority or discretion as contemplated hereunder or in relation to the Notes, Certificates and any of the Transaction Documents, the Trustee shall be entitled but not obliged to take into account any written confirmation or affirmation (in any form acceptable to the 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**").

(b) 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 Trustee) 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 Trustee a certificate signed by two directors certifying and confirming that each of the events in paragraphs (i)(A) or (B) and (ii) above has occurred, 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 Trustee (an "**Issuer Certificate**"), the Trustee shall be entitled (but not obliged) to assume from a written certificate of the Seller to the Trustee (a "**Seller Certificate**") that such proposed action:

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

(b) would not adversely impact on 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 Notes would not be reduced, qualified, adversely affected or withdrawn,

upon which confirmation from the Rating Agencies and/or Seller Certificate, the Trustee shall be entitled to rely absolutely without 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 Trustee that this does not impose or extend any actual or contingent liability for each of the Rating Agencies to the Trustee, the Noteholders or any other person or create any legal relations between each of the Rating Agencies and the Trustee, the Noteholders or any other person whether by way of contract or otherwise.

18. JURISDICTION AND GOVERNING LAW

(a) The Courts are to have exclusive jurisdiction to settle any disputes that may arise out of or in connection with the Notes, the 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 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 Certificates and/or the Transaction Documents may be brought in such Courts.

(b) The Transaction Documents, the Notes, the Certificates and these Certificate 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, except that, to the extent that the provisions of the Mortgage Sale Agreement, the Deed of Charge and any security documents supplemental thereto relate to the Scottish Loans and Related Security, such provisions and documents shall be governed by Scots law, and each Scottish Declaration of Trust and Scottish Supplemental Charge shall be governed by Scots law.

19. 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 Certificates or these Certificate 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 applies only to persons who are the beneficial owners of the Notes and is a summary of the Issuer's understanding of current United Kingdom law and published HMRC practice relating only to the United Kingdom withholding tax treatment of payments of interest (as that term is understood for 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 and Certificateholders depends on their individual circumstances and may be subject to change in the future (possibly with retrospective effect). 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 professional advice.

Interest on the Notes

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 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**") for the purposes of section 987 of the Act. The London Stock Exchange is a recognised stock exchange for such purposes. The Notes will satisfy this requirement if they are and continue to be admitted to the FCA's Official List and admitted to trading on the Main Market of the London Stock Exchange . Provided, therefore, that the Notes carry a right to interest and are and remain so listed, interest on the Notes will be payable without withholding or deduction 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.), 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 the 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).

The references to "interest" above mean "interest" as understood in United Kingdom tax law. The statements above do not take any account of any different definitions of "interest" or "principal" which may prevail under any other law or which may be created by the terms and conditions of the Notes or any related documentation. However, if Notes are issued at a price of less than 100 per cent of their principal amount then any such discount element will not generally be subject to any United Kingdom withholding tax pursuant to the provisions mentioned above.

The above description of the United Kingdom withholding tax position assumes that there will be no substitution of an Issuer pursuant to Condition 8.4 (*Redemption of the Notes pursuant to Taxation call*) or Condition 13.9 (*Issuer Substitution Condition*) of the Notes or otherwise and does not consider the tax consequences of any such substitution.

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, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, 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, such withholding would

not apply prior to the date that is two years after the final regulations defining "foreign passthru payment" and Notes 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. Holders should consult their own tax advisers regarding how these rules may apply to their investment in the Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding.

SUBSCRIPTION AND SALE

Lloyds Bank Corporate Markets plc ("**Lloyds Bank**") (the "**Arranger**" and "**Lead Manager"**, in respect of the Notes and Certificates) has, pursuant to the Subscription Agreement, agreed with the Issuer (subject to certain conditions) to subscribe and pay for:

(a) £39,827,000 of the Class B Notes at the issue price of 99.193004 per cent. of the aggregate principal amount of the Class B Notes;

(b) £13,276,000 of the Class C Notes at the issue price of 98.979572 per cent. of the aggregate principal amount of the Class C Notes;

(c) £8,850,000 of the Class D Notes at the issue price of 97.836019 per cent. of the aggregate principal amount of the Class D Notes;

(d) £4,425,000 of the Class E Notes at the issue price of 96.740694 per cent. of the aggregate principal amount of the Class E Notes;

(e) £4,425,000 of the Class F Notes at the issue price of 96.771350 per cent. of the aggregate principal amount of the Class F Notes;

(f) £4,436,000 of the Class Z Notes at the issue price of 50.094086 per cent. of the aggregate principal amount of the Class Z Notes; and

(g) £6,638,000 of the Class X Notes at the issue price of 97.632787 per cent. of the aggregate principal amount of the Class X Notes,

as at the Closing Date.

The Seller has, pursuant to the Subscription Agreement, agreed with the Issuer (subject to certain conditions) to subscribe and pay for all of the Class A Notes (being £367,290,000 of the Class A Notes) at the issue price of 100.000000 per cent. of the aggregate principal amount of the Class A Notes as at the Closing Date.

The Issuer has agreed to indemnify the Seller, the Arranger and the Lead Manager against certain Liabilities in connection with the issue of the Notes and the Certificates.

Except with the express 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 and Certificates offered and sold by the Issuer may not be purchased by any person except for persons that are not Risk Retention U.S. Persons.

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 Certificates in or from any country or jurisdiction where such an offer or solicitation is not authorised or is unlawful.

Prohibition of Sales to UK Retail Investors

The Lead Manager 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 or Certificates to any retail investor in the United Kingdom.

For the purposes of this provision:

(a) the expression "**retail investor**" means a person who is one (or more) of the following:

  (i) a retail client as defined in point (8) of Article 2 of UK MiFIR;

  (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under FSMA which were relied on immediately before exit day to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (8) of Article 2(1) of UK MiFIR; and;

(iii) not a qualified investor as defined in Article 2 of the UK Prospectus Regulation; and

(b) the expression "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

Prohibition of Sales to European Economic Area Retail Investors

The Lead Manager 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 or Certificates to any retail investor in the European Economic Area.

For the purposes of this provision:

(a) the expression "**retail investor**" means a person who is one (or more) of the following:

(i) a retail client as defined in point (11) of Article 4(1) of EU MiFID II;

(ii) 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 EU MiFID II; and

(iii) not a qualified investor as defined in the EU Prospectus Regulation;

(b) the expression "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

Ireland

The Lead Manager has represented, warranted and agreed with the Issuer that:

(a) it will not underwrite the issue of, or place the Notes and Certificates, otherwise than in conformity with the provisions of S.I. No. 60 of 2007 the European Communities (Markets in Financial Instruments) Regulation 2007 (Nos. 1 to 3) (as amended) of Ireland, including, without limitation, Parts 6, 7 and 12 thereof and the provisions of the Investor Compensation Act 1998 (as amended);

(b) it will not underwrite the issue of, or place, the Notes and Certificates, otherwise than in conformity with the provisions of the Companies Act 2014, the Central Bank Acts 1942 to 2014 (as amended) and any codes of conduct rules made under Section 117(1) of the Central Bank Act 1989 (as amended);

(c) it will not underwrite the issue of, or place, or do anything in Ireland with respect to the Notes and Certificates otherwise than in conformity with the provisions of the EU Prospectus Regulation (EU) 2017/1129 and any rules issued under Section 1363 of the Companies Act 2014, by the Central Bank of Ireland; and

(d) it will not underwrite the issue of, place or otherwise act in Ireland with respect to the Notes and Certificates, otherwise than in conformity with the provisions of the European Union Market Abuse Regulations, 2016 and any rules issued under Section 1370 of the Companies Act 2014 by the Central Bank of Ireland.

United Kingdom

The Lead Manager 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 and Certificates 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 and Certificates in, from or otherwise involving the United Kingdom.

The Lead Manager has acknowledged that, save for having applied for the approval of the Prospectus as a prospectus in accordance with the UK Prospectus Regulation, having applied for the admission of the Notes to the FCA's Official List and to trading on the Main Market of the London Stock Exchange, no further action has been or will be taken in any jurisdiction by the Lead Manager that would, or is intended to, permit a public offering of the Notes or Certificates, or possession or distribution of the Prospectus or any other offering material in relation to the Notes or Certificates, in any country or jurisdiction where such further action for that purpose is required.

United States

The Lead Manager has represented to and agreed with the Issuer and the Seller that:

(a) The Notes and Certificates have not been and will not be registered under the Securities Act or the securities laws or "blue sky" laws of any state or any other relevant jurisdiction of the United States and therefore may not be offered, sold, resold or otherwise transferred, directly or indirectly, into or within the United States or to, or for the account or benefit of, U.S. persons (as defined under Regulation S under the Securities Act) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act in compliance with any applicable state or local securities laws. Accordingly, the Notes and Certificates will only be offered and sold outside the United States in "offshore transactions" to persons other than U.S. persons (as defined under Regulation S under the Securities Act), pursuant to Regulation S.

(b) The Lead Manager has agreed that, except as permitted by the Subscription Agreement, it will not offer, sell or deliver the Notes and Certificates as part of its distribution at any time or otherwise until 40 days after the later of the commencement of the offering of the Notes and Certificates and the Closing Date (the "**Distribution Compliance Period**") within the United States or to, or for the account or benefit of, U.S. persons (as defined under Regulation S under the Securities Act). The Lead Manager has further agreed that it will have sent to each affiliate distributor, dealer or other person receiving a selling commission, fee or other remunerations that purchases Notes and Certificates from it during the Distribution Compliance Period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes and Certificates within the United States or to, or for the account of, U.S. persons (as defined under Regulation S under the Securities Act).

(c) In addition, until the expiration of the Distribution Compliance Period, an offer or sale of the Notes and Certificates within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act. Terms used in this section that are defined in Regulation S under the Securities Act are used herein as defined therein.

Except with the prior written consent of Cynergy Bank plc (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 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 purchaser of a Note or a Certificate or a beneficial interest therein acquired in the initial syndication of the Notes, by its acquisition of a Note or Certificate or a beneficial interest therein, will be deemed to represent to the Issuer, the Lead Manager and the Seller that it (1) is not a Risk Retention U.S. Person (unless it has obtained a U.S. Risk Retention Consent of Cynergy Bank plc), (2) is acquiring such Note or Certificate or a beneficial interest therein for its own account and not with a view to distribute such Note or Certificate, and (3) is not acquiring such Note or Certificate or a beneficial interest therein as part of a scheme to evade the requirements of the U.S. Risk Retention Rules. See "*Risk Factors – U.S. Risk Retention Requirements*".

General

Other than admission of the Notes to the FCA's Official List and to trading on the Main Market of the London Stock Exchange, no action has been taken by the Issuer, the Arranger, the Lead Manager or the Seller that would, or is intended to, permit a public offer of the Notes or the Certificates in any country or jurisdiction where any such action for that purpose is required. Accordingly, each of the Lead Manager and the Seller has undertaken that it will not, directly or indirectly, offer or sell any Notes or the 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 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 Certificates by it will be made on the same terms.

TRANSFER RESTRICTIONS AND INVESTOR REPRESENTATIONS

Offers and Sales

The Notes (including interests therein represented by a Global Note, a Registered Definitive Note or a Book-Entry Interest) and the Certificates (including interests therein represented by a Global Certificate, a Definitive Certificate or a Book-Entry Interest) have not been and will not be registered under the Securities Act or any state securities laws, and may not be offered, sold or delivered in the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S) except pursuant an exemption from, or in a transaction not subject to, such registration requirements and in compliance with any applicable state or local securities laws. Accordingly, the Notes and Certificates are being offered and sold outside the United States in offshore transactions to persons who are not U.S. Persons (as defined in Regulation S) pursuant to Regulation S.

Investor Representations

Each purchaser of the Notes and Certificates (which term for the purposes of this section will be deemed to include any interest in the Notes and Certificates, including Book-Entry Interests) during the initial syndication will be deemed to have represented and agreed as follows: 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 Certificate or a beneficial interest therein for its own account and not with a view to distribute such Notes and/or Certificates and (3) is not acquiring such Note or 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 Certificate or beneficial interest 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).

Investor Representations and Restrictions on Resale

Each purchaser of the Notes and Certificates and any subsequent transferee of the Notes (which term for the purposes of this section will be deemed to include any interests in the Notes and Certificates, including Book-Entry Interests) will be deemed to have represented and agreed as follows:

(a) the Notes and Certificates have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered, sold, pledged or otherwise transferred, directly or indirectly, into or within the United States or to, or for the account or benefit of, a U.S. person (as defined in Regulation S), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, and in compliance with any applicable securities laws of any state or other jurisdiction of the United States. If the purchaser is purchasing the Notes or Certificates within the period beginning on the later of the commencement of the offering of the Notes or Certificates and the closing of the offering of the Notes or Certificates and ending 40 days thereafter, such purchaser is not a U.S. person (as defined in Regulation S) and is not acquiring the Notes or Certificates for the account or benefit of such a U.S. person;

(b) unless the relevant legend set out below has been removed from the Notes and Certificates, such purchaser shall notify each transferee of Notes and Certificates (as applicable) from it that (i) such Notes and Certificates have not been registered under the Securities Act, (ii) the holder of such Notes and Certificates is subject to the restrictions on the resale or other transfer thereof described in paragraph (a) above, (iii) such transferee shall be deemed to have represented that such transferee is acquiring the Notes and 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

(c) on each day from the date on which the purchaser or transferee acquires such Notes or Certificates (or any interest therein) through and including the date on which the purchaser or transferee disposes of such Notes or Certificates (or its interests therein), it is not, and is not acting on behalf of (and for so long as it holds such Notes or Certificates or any interest therein will not be, and will not be acting 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 ERISA or Section 4975 of the Code;

(d) the Issuer, the Registrar, the Arranger, the Lead Manager and their affiliates and others will rely upon the truth and accuracy of the foregoing acknowledgments, representations and agreements.

The Notes and Certificates bear a legend to the following effect:

"THIS [NOTE/CERTIFICATE] HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE SECURITIES ACT), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES OR ANY OTHER RELEVANT JURISDICTION, AND, AS A MATTER OF U.S. LAW, 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/ CERTIFICATES] AND THE CLOSING OF THE OFFERING OF THE [NOTES/CERTIFICATES], EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, 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."

EACH PURCHASER OR HOLDER OF THIS [NOTE/CERTIFICATE] (OR ANY INTEREST HEREIN) SHALL BE DEEMED TO HAVE REPRESENTED, WARRANTED AND AGREED BY SUCH PURCHASE AND/OR HOLDING THAT (I) IT IS NOT AND IS NOT USING THE ASSETS OF A BENEFIT PLAN INVESTOR, AND SHALL NOT AT ANY TIME HOLD THIS [NOTE/CERTIFICATE] FOR OR ON BEHALF OF A BENEFIT PLAN INVESTOR AND (II) IT IS NOT AND IS NOT USING THE ASSETS OF A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN WHICH IS SUBJECT TO FEDERAL, STATE, LOCAL OR NON-U.S. LAWS WHICH ARE 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 (1) 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 TO SECTION 4975 APPLIES OF THE CODE, 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 § 2510.3-101 (29 C.F.R. § 2510-101) AS MODIFIED BY SECTION 3(42) OF ERISA.

Because of the foregoing restrictions, purchasers of Notes and Certificates are advised to consult legal counsel prior to making any offer, resale, pledge or transfer of such securities offered and sold

GENERAL INFORMATION

1. The Issuer's LEI number is 213800EZTOWRAB97E805.

2. Application has been made to the FCA for the Notes to be admitted to the FCA's Official List and to the London Stock Exchange for the Notes to be admitted to trading on its Main Market, subject only to the issue of the Global Notes representing the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes, the Class Z Notes and the Class X Notes. The issue of the Notes will be cancelled if Global Notes representing the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes, the Class Z Notes and the Class X Notes are not issued. The estimated cost of the foregoing application for admission to trading on the Main Market of the London Stock Exchange is approximately £6,850 (exclusive of VAT). The Certificates will not be listed.

3. Any website referred to in this document does not form part of the Prospectus and has not been scrutinised or approved by the FCA.

4. Neither 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 11 September 2025 (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).

5. 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 2026. So long as the Notes are admitted to trading on the Main Market of the London Stock Exchange, the most recently published audited annual accounts of the Issuer from time to time shall be available at the specified office of the Principal Paying Agent in London. The Issuer does not publish interim accounts.

6. For so long as the Notes are admitted to the FCA's Official List and to trading on the Main Market of the London Stock Exchange, the Issuer shall maintain a Paying Agent in the United Kingdom.

7. Since the date of its incorporation, the Issuer has not entered into any contracts or arrangements not being in the ordinary course of business.

8. Since 11 September 2025 (being the date of incorporation of the Issuer) there has been (a) no material adverse change in the financial position or prospects of the Issuer and (b) no significant change in the financial or trading position of the Issuer.

9. Since 11 September 2025 (being the date of incorporation of Holdings) there has been (a) no material adverse change in the financial position or prospects of Holdings and (b) no significant change in the financial or trading position of Holdings.

10. The issue of the Notes and the Certificates was authorised pursuant to a resolution of the board of directors of the Issuer passed on 10 December 2025.

11. The Notes and Certificates have been accepted for clearance through Euroclear and Clearstream, Luxembourg under the following ISINs and Common Codes:

Class	ISIN	Common Code
Class A Notes	XS3241807885	324180788
Class B Notes	XS3241807968	324180796
Class C Notes	XS3241808008	324180800
Class D Notes	XS3241808180	324180818

Class	ISIN	Common Code
Class E Notes	XS3241808263	324180826
Class F Notes	XS3241809154	324180915
Class Z Notes	XS3241810590	324181059
Class X Notes	XS3241810673	324181067
Certificates	XS3241811051	324181105

12. The Notes and Certificates have the following CFIs and FISN codes:

Class	CFI	FISN
Class A Notes	DAVNFR	LOVELACE 01 CBP/VARASST BKD 2038121
Class B Notes	DAVXFR	LOVELACE 01 CBP/VARASST BKD 2038121
Class C Notes	DAVXFR	LOVELACE 01 CBP/VARASST BKD 2038121
Class D Notes	DAVXFR	LOVELACE 01 CBP/VARASST BKD 2038121
Class E Notes	DAVXFR	LOVELACE 01 CBP/VARASST BKD 2038121
Class F Notes	DAVXFR	LOVELACE 01 CBP/VARASST BKD 2038121
Class Z Notes	DAZXFR	LOVELACE 01 CBP/ZERO CPNASST BKD 20
Class X Notes	DAZXFR	LOVELACE 01 CBP/ZERO CPNASST BKD 20
Certificates	DAZNFR	LOVELACE 01 CBP/ZERO CPNASST BKD 20

13. From the Closing Date and for so long as the Notes are admitted to the FCA's Official List and to trading on the Main Market of the London Stock Exchange, physical copies of the following documents may be inspected upon reasonable notice at the registered office of the Issuer (and, with the exception of (a) below, at the specified office of the Paying Agents) during usual business hours, on any weekday (public holidays excepted) and electronic copies of such documents can be inspected in electronic form online at: https://eurodw.co.uk/. The Prospectus will be available at the following website: https://www.londonstockexchange.com/news?tab=news-explorer.

(a) the memorandum and articles of association of each of the Issuer and Holdings;

(b) physical copies of the following documents:

(i) the Agency Agreement;

(ii) the Deed of Charge;

(iii) the Cash Management Agreement;

(iv) the Incorporated Terms Memorandum;

(v) the Mortgage Sale Agreement;

(vi) the Corporate Services Agreement;

(vii) the Bank Account Agreement;

(viii) the Custody Agreement;

(ix) the Collection Account Declaration of Trust;

(x) the Servicing Agreement;

(xi) the Share Trust Deed;

(xii) the Trust Deed;

(xiii) the Deed Poll; and

(xiv) the Swap Agreement.

14. Reporting under the UK Securitisation Framework and the EU Securitisation Regulation

(a) The Issuer in its capacity as the designated entity pursuant to SECN 6.3.1R(1), Article 7(2) of Chapter 2 of the PRA Securitisation Rules and Article 7(2) of the EU Securitisation Regulation (as in force on the Closing Date), will appoint the Seller as its delegate in respect of certain of its reporting obligations pursuant to SECN 6, Article 7 of Chapter 2 of the PRA Securitisation Rules and Article 7 of the EU Securitisation Regulation (as in force on the Closing Date). The Seller will undertake to the Issuer that, for so long as any Notes remain outstanding, it will, on behalf of the Issuer in its capacity as designated entity pursuant to SECN 6.3.1R(1), Article 7(2) of Chapter 2 of the PRA Securitisation Rules and Article 7(2) of the EU Securitisation Regulation (as in force on the Closing Date):

(i) procure that the Cash Manager (with the assistance of the Servicer) will prepare and deliver to the Seller, the Issuer, the Servicer and the Trustee each of the Investor Reports;

(ii) procure that the Servicer will promptly provide sufficient data in order for the Seller to meet its obligations to prepare and deliver to the Issuer, the Cash Manager and the Trustee each of the Loan Level Reports in accordance with the timings set out in the Servicing Agreement;

(iii) (with the assistance of the Servicer) prepare and deliver to the Issuer, the Trustee and the Cash Manager each of the Loan Level Reports;

(iv) on or around each Interest Payment Date, procure that the Cash Manager will publish on the Citibank Website (or such other website as may be available for such purpose and notified by the Cash Manager to the relevant parties) each of the Cash Manager Investor Reports;

(v) publish the Investor Reports and the Loan Level Reports to the SR Website no later than one month following the Interest Payment Date;

(vi) publish on the SR Website any significant event information required to be reported pursuant to SECN 6.2.1R(5), SECN 6.2.1R(6), SECN 6.2.1R(7), Articles 7(1)(e), 7(1)(f) and 7(1)(g) of Chapter 2 of the PRA Securitisation Rules and Articles 7(1)(e), 7(1)(f) and 7(1)(g) of the EU Securitisation Regulation (as in force on the Closing Date) without delay;

(vii) make available the documents as required by and in accordance with: (x) SECN 6.2.1R(1), SECN 6.2.1R(2), SECN 6.2.1R(3), Articles 7(1)(a), 7(1)(b) and 7(1)(c) of Chapter 2 of the PRA Securitisation Rules prior to the pricing date of the Notes; and (y) Articles 7(1)(a) and 7(1)(b) of the EU Securitisation Regulation prior to the pricing date of the Notes; and

(viii) make the information set out in paragraphs (i) to (vii) above available to the relevant competent authority and investors in the Notes as required pursuant to the UK Securitisation Framework and, upon request, to potential investors,

provided that the Seller will not be in breach of the undertakings set out in paragraphs (i) to (viii) (inclusive) if it fails to so comply due to events, actions or circumstances beyond the Seller's control after having used reasonable efforts to comply with the relevant requirements applicable to it under the UK Securitisation Framework and its contractual obligations in respect of the EU Securitisation Regulation (as in force on the Closing Date).

It is to be agreed and acknowledged that, for so long as the content of the required reporting under the PRA Securitisation Rules and SECN remains identical, the production of information of such information by the Seller under the PRA Securitisation Rules shall satisfy the requirement to produce such information under SECN.

15. For the purposes of SECN 2.2.10 and Article 8(1) and Article 20(9) of the EU Securitisation Regulation (as in force on the Closing Date), the assets of the Issuer do not and shall not include securitisation positions.

16. The Issuer confirms that the Loans backing the issue of the Notes and Certificates have characteristics that demonstrate capacity to produce funds to service any payments due and payable on the Notes and the Certificates. 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 and the Certificates. Investors are advised to review carefully any disclosure in the Prospectus together with any amendments or supplements thereto.

17. The independent auditors of the Issuer is PricewaterhouseCoopers LLP, chartered accountants and registered auditors in the United Kingdom, whose office is located at 7 More London Riverside London SE1 2RT.

GLOSSARY

"**2012 Act**"	The Land Registration etc. (Scotland) Act 2012.
"**Accrued Interest**"	means, in relation to a Loan or Overdraft, as at any given date, the aggregate amount of interest accrued or charged from and including the immediately preceding Instalment Date but not yet due and payable relative to that Loan or Overdraft, as applicable, to, but excluding, that given date.
"**Adverse Credit Feature**"	means, in respect of a Borrower, that Borrower having any county court or sheriff court judgments made against it in the six (6) years before the date of the application or having been subject to an IVA or bankruptcy at any time.
"**Affiliate**"	means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.
"**Agency Agreement**"	means the agreement so named dated on or about the Closing Date and made between the Issuer, the Trustee, the Principal Paying Agent, the Registrar and the Agent Bank.
"**Agent Bank**"	means Citibank, N.A., London Branch, in its capacity as agent bank in accordance with the terms of the Agency Agreement.
"**Agents**"	means the Agent Bank, the Paying Agents (which for the avoidance of doubt, shall include the Principal Paying Agent) and the Registrar and "**Agent**" means any one of them.
"**Applicable Laws**"	means all applicable laws, rules, regulations (including, without limitation (a) any domestic or foreign statute or regulation; (b) any agreement entered into by a Transaction Party and any Authority or between any two or more Authorities and (c) the rules of the regulatory system and obligations imposed by the FCA and applicable guidance published by regulators of the Transaction Parties.
"**Appointee**"	means any attorney, manager, agent, delegate, nominee, custodian, financial adviser, co-trustee or other professional adviser or other person properly appointed or employed by the Trustee under the Trust Deed or the Deed of Charge (as applicable) to discharge any of its functions.
"**Arranger**"	means Lloyds Bank Corporate Markets plc.
"**Arrears**"	means, in relation to a Loan, as at any given date, the aggregate amount of any of the sums which are due and payable but have not been paid by the relevant Borrower in accordance with the terms of that Loan as at that given date including any: (a) Arrears of Interest; (b) arrears of any repayment of principal; and (c) 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, excluding, for the avoidance of doubt, Capitalised Amounts and any forbearance granted in accordance with Applicable Laws resulting in a change to the date due for payment.

"**Arrears Loan**"	means a Loan which has been in Arrears for a continuous period in excess of one calendar month and which is not a Restructured Loan.
"**Arrears of Interest**"	means, in relation to a Loan, as at any given date, interest which has become due and payable but remains unpaid as at that given date.
"**Arrears Overdraft**"	means an Authorised Overdraft which has been in Arrears for a continuous period in excess of one calendar month and which is not a Restructured Overdraft.
"**Authorisation**"	means any authorisation, permission, consent, approval, resolution, licence, exemption, filing, notification, notarisation or registration.
"**Authorised Investments**"	means: (a) Sterling gilt-edged securities; (b) investments in money market funds that maintain: (i) a rating of at least AAA (long-term rating (or a Morningstar DBRS Equivalent Rating at least equal to AAA) by Morningstar DBRS; and (ii) a rating of at least AAAm by S&P; (c) Sterling demand or time deposits, certificates of deposit and short-term debt obligations (including commercial paper), **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 on or before the immediately following Interest Payment Date; (ii) may be broken or demanded by the Issuer (at no cost to the Issuer) on or before the next following Interest Payment Date; and (iii) (other than in the case of paragraph (b) above) are rated at least (x) AA (low) or R-1 (middle) by Morningstar DBRS and at least A-1, in respect of investments with a maturity date of 60 days or less and mature before the next following Interest Payment Date or within 60 days, whichever is sooner or A-1+, in respect of investments with a maturity date exceeding 60 days, but not exceeding 90 days and mature before the next following Interest Payment Date or within 90 days, whichever is sooner by S&P, 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 Articles4(63) and 242(11), respectively, of Regulation (EU) No. 575/2013 as it forms part of domestic law in the United Kingdom by virtue of the EUWA, such investments shall not qualify as Authorised Investments.
"**Authorised Overdraft**"	means an Overdraft that allows the Borrower to drawdown further funds secured against their Mortgage(s) up to a pre-agreed limit (the "**Agreed**

Limit") in respect of an account of that Borrower linked to the relevant Mortgage.

"**Authorised Overdraft Extension**" means, in respect of an Authorised Overdraft in the Portfolio, an increase in the Agreed Limit in respect of that Authorised Overdraft.

"**Authority**" means any competent regulatory, tax, prosecuting or governmental authority.

"**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 during the immediately preceding Collection Period;

(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 and/or the Class F Principal Deficiency Sub-Ledger and/or the Class Z Principal Deficiency Sub-Ledger is to be reduced on that Interest Payment Date;

(c) on each Interest Payment Date following a Determination Period, any Reconciliation Amounts deemed to be Available Principal Receipts in accordance with Condition 6.9(c) (*Determinations and Reconciliation*);

(d) on each Interest Payment Date, the amount standing to the credit of the Flexible Reserve Fund;

(e) (in respect of the first Interest Payment Date only) the amount paid into the Issuer Transaction Account on the Closing Date from the excess of the proceeds of the Notes over the Initial Consideration;

(f) early termination amounts received by the Issuer under the Swap Agreement as a result of a repurchase by the Seller of a Fixed Rate Loan or Fixed Rate Loans, where the relevant Mark to Market Amount is included in the related Repurchase Price; and

(g) on each Interest Payment Date, if and to the extent such amounts are standing to the credit of the Set-off Reserve Fund, an amount equal to any Set-off Indemnity Shortfall which has arisen during the immediately preceding Collection Period, to the extent such Set-off Indemnity Shortfall relates to an amount which would otherwise have formed part of Available Principal Receipts,

excluding, for the avoidance of doubt, any amounts which are applied on a net settled basis, as is explicitly provided for under the Transaction

Documents, and which would otherwise have fallen within the definition of Available Principal 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 during the immediately preceding Collection Period;

(b) interest payable to the Issuer on the Issuer Accounts and received in the immediately preceding Collection Period (other than 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) the Liquidity Reserve Fund Release Amount to be applied from the Issuer Transaction Account and recorded as a debit entry on the Liquidity Reserve Fund Ledger;

(d) on each Interest Payment Date up to but excluding the Class B Redemption Date, the Liquidity Reserve Fund Excess Amount;

(e) on the Class B Redemption Date only, all amounts standing to the credit of the Liquidity Reserve Fund Ledger (after first having applied any Liquidity Reserve Fund Release Amount in meeting any Liquidity Deficit against the relevant items in the Pre-Enforcement Revenue Priority of Payments in the order they appear in the Pre-Enforcement Revenue Priority of Payments and debiting such amount from the Liquidity Reserve Fund Ledger);

(f) any Principal Addition Amounts to be applied to meet any Revenue Deficit;

(g) amounts received or to be received by the Issuer under or in connection with the Swap Agreement (other than (i) any early termination amount received by the Issuer under the Swap Agreement, (ii) Swap Collateral, (iii) any Replacement Swap Premium paid to the Issuer, (iv) any amount which the Issuer has agreed to direct (or which the Issuer has acknowledged that the Seller will direct) to be applied by way of a Swap Settlement Payment, (v) any Initial Exchange Amount received by the Issuer, and (vi) amounts in respect of Swap Tax Credits on such Interest Payment Date excluding, 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);

(h) on each Interest Payment Date following a Determination Period, any Reconciliation Amounts deemed to be Available Revenue Receipts in accordance with Condition 6.9(c) (*Determinations and Reconciliation*);

(i) amounts credited to the Issuer Transaction Account on the previous Interest Payment Date in accordance with item (w) of the Pre-Enforcement Revenue Priority of Payments;

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

(k) amounts determined to be applied as Available Revenue Receipts in accordance with item (m) of the Pre-Enforcement Principal Priority of Payment; and

(l) on each Interest Payment Date, if and to the extent such amounts are standing to the credit of the Set-off Reserve Fund, an amount equal to any Set-off Indemnity Shortfall which has arisen during the immediately preceding Collection Period, to the extent such Set-off Indemnity Shortfall relates to an amount which would otherwise have formed part of Available Revenue Receipts;

less:

(m) any Third Party Amounts applied from time to time during the immediately preceding Collection Period;

(n) any Early Repayment Charges (which will be paid to the Seller as partial deferred consideration in respect of the sale of the Portfolio);

(o) certain fees and expenses which the Legal Title Holder (or the Servicer on its behalf) and the Servicer are entitled to deduct from an Instalment in accordance with the Transaction Documents;

(p) 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 Ledger;

(q) any Revenue Receipts in respect of fees which have been paid by the relevant Borrower from amounts drawn for the purpose under an Unarranged Overdraft, which will be applied by the Issuer in payment of the Subsequent Purchase Price in respect of the relevant Drawing under that Unarranged Overdraft, outside of the Pre-Enforcement Revenue Priority of Payments, on a net-settled basis; and

(r) (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,

excluding, for the avoidance of doubt, any amounts which are applied on a net settled basis, as is explicitly provided for under the Transaction Documents, and which would otherwise have fallen within the definition of Available Revenue Receipts.

"**Back-Up Servicer Facilitator**" means CSC Capital Markets UK Limited, a private limited company incorporated under the laws of England and Wales with company number 10780001, having its registered office at 10th Floor, 5 Churchill Place, London, England, E14 5HU.

"**Bank Account Agreement**"	means the agreement so named dated on or prior to the Closing Date and made between the Issuer, the Issuer Account Bank, the Cash Manager, the Servicer, the Seller and the Trustee.
"**Banking Act**"	means The Banking Act 2009, as amended.
"**Basel Committee**"	means the Basel Committee on Banking Supervision.
"**Base Rate Modification**"	has the meaning given to it in Condition 13.6(g).
"**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 Certificates (not being Notes and/or 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 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 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 Certificates has instructed such Paying Agent that the vote(s) attributable to the Notes and/or the 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 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 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

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.

"**BoE Loan Level Report**" means each loan level report, in respect of each Collection Period in the format required by the Bank of England.

"**Book-Entry Interests**" means the record made by, Euroclear or Clearstream, Luxembourg, as the case may be, in book-entry form of interests representing interests in a Global Note that the Common Depositary has confirmed it has custody of.

"**Borrower**" means, in relation to a Loan or Overdraft, the person or persons specified as such in the relevant Mortgage Deed or terms, as applicable, together with the individual or individuals (if any) from time to time assuming an obligation to repay such Loan or Overdraft or any part of it.

"**Borrower Group**" means one or more Borrowers under one or more Loan(s) and/or Overdrafts with one or more other Borrowers with common directors and/or shareholders.

"**Breathing Space Regulations**" Debt Respite Scheme (Breathing Space Moratorium and Mental Health Crisis Moratorium (England and Wales) Regulations 2020.

"**Business Day**" means a day (other than a Saturday, a Sunday or a public holiday) on which banks are open for business in London, and "**Business Days**" shall be construed accordingly.

"**Buy-to-Let Loan**" means a Loan which is intended for a Borrower who wishes to use the Loan as a means to purchase a residential, commercial or mixed use (commercial and residential) property for the purpose of letting to third parties.

"**Calculation Date**" means, in relation to a Collection Period, the day falling five Business Days prior to the first Interest Payment Date to occur following the end of that Collection Period.

"**Call Date**" means, in respect of a Call Option, the date on which the Seller, the Risk Retention Holder or the Portfolio Purchase Option Holder, as applicable, delivers irrevocable notice of its intention to exercise the relevant Call Option in accordance with the terms of the Deed Poll.

"**Call Option**" means the Clean-up Call Option 1, the Clean-up Call Option 2, the Risk Retention Regulatory Change Option, the Regulatory Change Option and/or the Tax/Illegality Event Option, as applicable.

"**Capitalisation**" means an arrangement to manage arrears in respect of a Loan or Overdraft, which involves adding the balance of arrears in respect of such Loan or Overdraft, as applicable, to the principal balance of such Loan or Overdraft, respectively.

"**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 capitalisation policy of the Servicer.
"**Cash Management Agreement**"	means the agreement so named entered into on or about the Closing Date between the Cash Manager, the Issuer, the Seller, the Servicer and the Trustee.
"**Cash Manager**"	means Citibank, N.A., London Branch and/or any replacement cash manager appointed pursuant to the terms of the Cash Management Agreement from time to time.
"**Cash Manager Investor Report**"	means the quarterly investor report relating to the immediately preceding Collection Period in PDF form prepared by the Cash Manager and made available on or around each Interest Payment Date.
"**CCA**"	means the Consumer Credit Act 1974 (as amended from time to time by various statutory instruments and by the Consumer Credit Act 2006).
"**Certificate Conditions**"	means the terms and conditions to be endorsed in respect of the Certificates in, or substantially in, the form set out in schedule 6 (*Terms and Conditions of the Certificates*) of the Trust Deed as any of the same may from time to time be modified in accordance with the Trust Deed and any reference to a particular numbered condition shall be construed accordingly.
"**Certificateholders**"	means the persons who for the time being are holders of the Certificates.
"**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.
"**Certificates**"	means the Certificates representing the right to receive Residual Payments.
"**CET1 Ratio**"	means, as at any date of determination, the ratio (expressed as a percentage) of Common Equity Tier 1 as at such date to the Risk Weighted Assets as at the same date, in each case calculated by the Seller on an individual consolidated basis (as referred to in Article 9 of the UK CRR) or, as the context requires, a consolidated basis.
"**Charged Assets** "	means the property, assets and undertakings of the Issuer the subject of any security created under and pursuant to the Deed of Charge.
"**Chargee**"	means the holder of the security.
"**CIGA**"	means the Corporate Insolvency and Governance Act 2020.
"**Citibank Website**"	means https://sf.citidirect.com/stfin
"**Class A Notes**"	means the £367,290,000 Class A mortgage backed floating rate notes due 2038 issued or due to be issued by the Issuer on the Closing Date.
"**Class A Principal Deficiency Sub-Ledger**"	means the Principal Deficiency Ledger relating to the Class A Notes.
"**Class B Notes**"	means the £39,827,000 Class B mortgage backed floating rate notes due 2038 issued or due to be issued by the Issuer on the Closing Date.
"**Class B Principal Deficiency Sub-Ledger**"	means the Principal Deficiency Ledger relating to the Class B Notes.

"**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, (ii) any Liquidity Reserve Fund Release Amounts in meeting any 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 and (iii) any Principal Addition Amounts in accordance with the Pre-Enforcement Principal Priority of Payments, the sum of the Available Principal Receipts would be sufficient to redeem in full the Class B Notes on such Interest Payment Date.
"**Class C Notes**"	means the £13,276,000 Class C mortgage backed floating rate notes due 2038 issued or due to be issued by the Issuer on the Closing Date.
"**Class C Principal Deficiency Sub-Ledger**"	means the Principal Deficiency Ledger relating to the Class C Notes.
"**Class D Notes**"	means the £8,850,000 Class D mortgage backed floating rate notes due 2038 issued or due to be issued by the Issuer on the Closing Date.
"**Class D Principal Deficiency Sub-Ledger**"	means the Principal Deficiency Ledger relating to the Class D Notes.
"**Class E Notes**"	means the £4,425,000 Class E mortgage backed floating rate notes due 2038 issued or due to be issued by the Issuer on the Closing Date.
"**Class E Principal Deficiency Sub-Ledger**"	means the Principal Deficiency Ledger relating to the Class E Notes.
"**Class F Notes**"	means the £4,425,000 Class F mortgage backed floating rate notes due 2038 issued or due to be issued by the Issuer on the Closing Date.
"**Class F Principal Deficiency Sub-Ledger**"	means the Principal Deficiency Ledger relating to the Class F Notes.
"**Class of Notes**", "**Class of Certificates**", "**Class**" or "**Classes**"	means a reference to any of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes, the Class Z Notes, the Class X Notes and the Certificates, as the case may be.
"**Class X Notes**"	means the £6,638,000 Class X notes due 2038 issued or due to be issued by the Issuer on the Closing Date.
"**Class Z Notes**"	means the £4,436,000 Class Z mortgage backed notes due 2038 issued or due to be issued by the Issuer on the Closing Date.
"**Class Z Principal Deficiency Sub-Ledger**"	means the Principal Deficiency Ledger relating to the Class Z Notes.
"**Clean-up Call Option**"	means the Clean-up Call Option 1 or the Clean-up Call Option 2, as applicable.
"**Clearing System**"	means Euroclear and/or Clearstream, Luxembourg and includes in respect of any Note and/or Certificate any clearing system on behalf of which such Note and/or Certificate is held or which is the holder or (directly or through a nominee) registered owner of a Note and/or Certificate, in either case whether alone or jointly with any other Clearing System(s).

"**Clearstream, Luxembourg**"	means Clearstream Banking, *société anonyme*, Luxembourg.
"**Closing Date**"	means on or about 23 December 2025.
"**COBS**"	means the FCA Handbook Conduct of Business Sourcebook.
"**Code**"	means the U.S. Internal Revenue Code of 1986 (as amended).
"**Collateralised Notes**"	means the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class Z Notes.
"**Collection Account**"	means the account held in the name of the Seller with the Collection Account Bank into which the Servicer directs payment of principal collections and revenue collections in respect of the Loans.
"**Collection Account Bank**"	means HSBC Bank PLC.
"**Collection Account Declaration of Trust**"	means the declaration of trust dated on or around the Closing Date in relation to the Collection Account declared by the Seller in favour of itself and the Issuer.
"**Collection Account Trust**"	means the trust declared in relation to the Collection Account pursuant to the Collection Account Declaration of Trust.
"**Collection Account Trust Property**"	has the meaning given to the term "Trust Property" in clause 3 (*Declaration and Confirmation of the Trust*) of the Collection Account Declaration of Trust.
"**Collection Period**"	means the quarterly 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 Cut-Off Date and end on (and exclude) the Collection Period Start Date falling in March 2026.
"**Collection Period Start Date**"	means the first calendar day of March, June, September and December **provided that**, the first Collection Period Start Date will be the Cut-Off Date.
"**Collections**"	means, in relation to a Loan or Overdraft, all payments (including principal, interest, fees and any other recoveries) received by or on behalf of the Seller in payment of any amount payable under such Loan or Overdraft from or on behalf of any Borrower whether in the form of cash, cheques, electronic payments, standing orders, internal direct transfers, debit card payments, bank giros or otherwise, including any recoveries on enforcement of any Related Security securing such Loan or Overdraft (but excluding any payment subsequently reclaimed from or repaid by the Seller).
"**Commercial Borrower Group**"	means a Borrower Group for which more than 50% of the Properties (by value) securing its Loans and/or Overdrafts in the Portfolio are commercial properties.
"**Common Depositary**"	means a nominee for the common depositary for Euroclear and Clearstream, Luxembourg.
"**Common Equity Tier 1**"	means, as at any date of determination, the sum of all amounts that constitute common equity tier 1 capital of the Seller as at such date, less any deductions from common equity tier 1 capital required to be made as at such date, in each case as calculated by the Seller on an individual consolidated basis (as referred to in Article 9 of the UK

CRR) or, as the context requires, a consolidated basis, in each case in accordance with the then prevailing capital requirement regulations but without taking into account any transitional, phasing-in or similar provisions.

"**Compounded Daily SONIA**" means 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 (or such other party responsible for the calculation of the Rate of Interest) on the Interest Determination Date, as follows, and the resulting percentage will be rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards:

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{SONIA_{i-5LBD}\times n_i}{365}\right)-1\right]\times\frac{365}{d}$$

where:

"**d**" is the number of calendar days in the relevant Interest Period;

"**do**" is the number of Business Days in the relevant Interest Period;

"**i**" is a series of whole numbers from one to d0, 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;

"**ni**", 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

"**SONIAi-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 the relevant Business Day "i".

In the event that the Compounded Daily SONIA cannot be determined by the Agent Bank, the Compounded Daily SONIA shall be (i) that determined as at the last preceding Interest Determination Date; or (ii) if there is no such preceding Interest Determination Date, the initial Compounded Daily SONIA applicable 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) the Closing Date.

"**Conditions**" means the terms and conditions to be endorsed on the Notes in, or substantially in, the form set out in schedule 3 (*Terms and Conditions of the Notes*) to the Trust Deed as any of the same may from time to time be modified in accordance with the Trust Deed and any reference to a particular numbered condition shall be construed accordingly.

"**Consumer Buy-to-Let Mortgage Contract**"	has the meaning given to it in Article 4 of the Mortgage Credit Directive Order 2015.
"**Corporate Services Agreement**"	means the agreement so named entered into on or prior to the Closing Date between the Issuer, the Seller, the Corporate Services Provider, the Share Trustee, the Trustee and Holdings.
"**Corporate Services Provider**"	means CSC Capital Markets UK Limited (registered number 10780001), a company incorporated under the laws of England and Wales.
"**Courts**"	means the Courts of England.
"**CPR**"	means, on any Calculation Date, the annualised principal prepayment rate of all the Loans during the previous Collection Period calculated as follows $$1-\left((1-R)\text{^}(4)\right)$$ where R equals the result (expressed as a percentage) of the total principal prepayments received by the Issuer during the immediately preceding Collection Period divided by the aggregate outstanding principal balance of the Loans as at the first day of that Collection Period.
"**CRA**"	means the Consumer Rights Act 2015.
"**Cross-collateral Rights**"	means rights in respect of a Loan or Overdraft: (a) to declare immediately due and repayable each loan in the name of the same Borrower and to exercise the statutory power of sale in respect of each property charged by such Borrower as security for the amount secured in respect of such Borrower if such Borrower is in breach of its obligations in respect of any one of such loans; and (b) to apply the proceeds of enforcement in respect of any property charged by a Borrower against the amount secured in respect of such Borrower.
"**Current Balance**"	means, in relation to any Loan or Overdraft as at any date, the aggregate balance of the Loan or Overdraft, as applicable, at such date (but without double counting) including: (a) the original principal amount advanced to the relevant Borrower (or, in respect of an Overdraft, drawn by the relevant Borrower) secured or intended to be secured by the related Mortgage and which has not been paid, repaid or prepaid by the relevant Borrower; and (b) any interest, disbursement, legal expense, fee, charge, rent, service charge, premium or payment which has not been paid by the relevant Borrower and which has been properly capitalised in accordance with the relevant Mortgage Conditions or with the relevant Borrower's consent and added to the amounts secured or intended to be secured by the related Mortgage; and (c) any other amount (including, for the avoidance of doubt, Accrued Interest and Arrears of Interest) which is due or accrued (whether or not due) and which has not been paid by the relevant Borrower and has not been capitalised in

accordance with the relevant Mortgage Conditions or with the relevant Borrower's consent but which is secured or intended to be secured by the related Mortgage other than any administrative fee that is paid by the Borrower for the benefit of any third-party and/or retained by the Servicer in accordance with the terms of the Servicing Agreement,

on the basis of the start-of-day position on such date (which for the avoidance of doubt is inclusive of any interest rate accrual amount relating to the previous month or otherwise that has been applied on such day but is exclusive of any other payments or postings on such date).

"**Custodian**"	means Citibank, N.A., London Branch, in its capacity as custodian in accordance with the terms of the Custody Agreement between Citibank, N.A. London Branch and the Issuer, or any other custodian in terms of any subsequent Custody Agreement entered into by the Issuer.
"**Custody Agreement**"	means the securities custody agreement made between the Issuer and the Custodian dated on the Closing Date, and any other securities custody agreement opened from time to time by the Issuer, with the consent of the Trustee.
"**Cut-Off Date**"	means 30 September 2025.
"**Data Protection Legislation**"	means the following legislation to the extent applicable from time to time: (a) the DPA, (b) the UK GDPR; and (c) any other applicable laws, binding regulations, binding orders and binding codes of practice in force and as amended or replaced from time to time relating to data protection in any jurisdiction where personal data is being processed.
"**Deed of Charge**"	means the deed of charge and assignment dated on the Closing Date and made between, among others, the Issuer and the Trustee.
"**Deed Poll**"	means the deed poll dated on the Closing Date granted by the Issuer in favour of the Seller, the Portfolio Purchase Option Holder and the Risk Retention Holder relating to each Call Option.
"**Default Interest**"	means, in respect of a Loan, interest which the Seller is entitled to charge in respect of any Arrears in respect of that Loan and which will be applied in respect of any Loan as determined by the Servicer in accordance with the terms of the Servicing Agreement.
"**Determination Period**"	has the meaning set out in Condition 6.9 (*Determinations and Reconciliation*).
"**distributor**"	means any person subsequently offering, selling or recommending the Notes.
"**DPA**"	means the Data Protection Act 2018.
"**Drawing**"	means, in relation to an Authorised Overdraft (including a New Authorised Overdraft or Authorised Overdraft Extension), any Unarranged Overdraft and any Unauthorised Overdraft, any drawing of an amount or further amounts thereunder (in respect of an Authorised Overdraft, from an Undrawn Amount available thereunder) by the relevant Borrower after the Cut-off Date.
"**Drawing Date**"	means, in respect of any Drawing, the date on which such Drawing is made.

"**Early Repayment Charge**"	means any charge which a Borrower is required to pay in the event that they repay all or any part of the relevant Loan before a specified date in the Mortgage Conditions and which will be applied in respect of any Loan as determined by the Servicer in accordance with the terms of the Servicing Agreement.
"**EEA**"	means the European Economic Area.
"**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.
"**Energy Efficiency Regulations 2015**"	means the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015.
"**Enforced Loan**"	means a Loan in respect of which the Related Security has been enforced and the related Property has been sold.
"**Enforcement Procedures**"	means the procedures for the enforcement of Mortgages undertaken by the Servicer from time to time in accordance with the applicable Seller's Policies.
"**English Loan**"	means a Loan secured over a property in England or Wales or expressed to be governed by the laws of England and Wales.
"**English Mortgage**"	means a first ranking legal mortgage (or, in respect of the Second Lien Mortgage, a second ranking legal mortgage) or charge over English Property and/or which is security for an English Loan and/or an Overdraft secured over a property in England or Wales or expressed to be governed by the laws of England and Wales.
"**English Property**"	means, in relation to a Loan or an Overdraft, the freehold or long leasehold residential property situated in England or Wales upon which the obligations of the Borrower are secured.
"**ERISA**"	means the U.S. Employee Retirement Income Security Act of 1974, as amended.
"**ESMA**"	means the European Securities and Markets Authority.
"**EU**"	means the European Union.
"**EU CRA Regulation**"	means Regulation (EU) No. 1060/2009 (as amended).
"**EU CRD**"	means the Capital Requirements Directive.
"**EU CRD IV**"	means the EU CRR and the EU CRD.
"**EU CRD V**"	means Directive 2019/878.
"**EU CRD VI**"	means Directive 2024/1619.
"**EU CRR**"	means the Regulation of the European Parliament and of the Council (EU) No 575/2013, as amended.
"**EU CRR 2**"	means Regulation (EU) 2019/876.
"**EU CRR 3**"	means Regulation (EU) 2024/1623.

"**EU CRR Amending Regulation**"	means Regulation (EU) 2020/873 which contains targeted amendments to the Capital Requirements Regulation (575/2013) (CRR) and the CRR II Regulation ((EU) 2019/876) in response to the COVID-19 pandemic.
"**EU Disclosure Templates**"	means the forms (including the standardised templates adopted by ESMA) set out in relevant regulatory technical standards and/or implementing technical standards published under the EU Securitisation Regulation (in each case, as in force on the Closing Date), , in which form the relevant reporting entity is required to comply with certain of the periodic reporting requirements thereunder.
"**EU EMIR**"	means the European Market Infrastructure Regulation (EU) No. 648/2012, as amended.
"**EU IFD**"	means Directive (EU) 2019/2034, as amended.
"**EU IFR**"	means Regulation (EU) 2019/2033, as amended.
"**EU MIFD II**"	means Directive 2014/65/EU, as amended.
"**EU PRIIPs Regulation**"	means Regulation (EU) No 1286/2014, as amended.
"**EU Prospectus Regulation**"	means Regulation (EU) 2017/1129/EC, as amended.
"**Euroclear**"	means Euroclear Bank S.A./N.V..
"**Eurosystem**"	means the monetary authority of the eurozone including the collective of EU member states that have adopted the euro as their sole official currency.
"**EU Securitisation Regulation**"	means Regulation (EU) 2017/2402, as amended.
"**EUWA**"	means the European Union (Withdrawal) Act 2018, as amended.
"**Event of Default**"	means any of the events specified in Condition 11 (*Events of Default*) or Certificate Condition 10 (*Events of Default*), as applicable.
"**Exercise Notice**"	has the meaning given to the term in the Deed Poll.
"**Extraordinary Resolution**"	means, in respect of the holders of any of the Classes of Notes or Certificateholders: (a) a resolution passed at a meeting of Noteholders or Certificateholders duly convened and held in accordance with the Trust Deed and the Conditions or Certificate Conditions by a majority consisting of not less than three-quarters of 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 Noteholders or Certificateholders of not less than three quarters in aggregate Principal Amount Outstanding of the relevant Class of Notes then outstanding or 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 Noteholders of the relevant Class of Notes or Certificateholders of the relevant Class; or (c) consent given by way of electronic consents through the relevant Clearing System(s) (in the form prescribed under the Trust Deed)

	by or on behalf of the Noteholders or Certificateholders holding not less than three quarters in aggregate Principal Amount Outstanding of the relevant Class of Notes then outstanding or the relevant Class of Certificates then in issue.
"**FCA**"	means the United Kingdom Financial Conduct Authority and any replacement thereof with powers and authority to regulate and/or supervise persons carrying on Regulated Mortgage Activities.
"**FCA Handbook**"	means the handbook of rules and guidance adopted by the FCA.
"**FCA Transparency Rules**"	means SECN 6, SECN 11 (including its Annexes) and SECN 12 (including its Annexes).
"**Final Collateralised Notes 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 Liquidity Reserve Fund Release Amounts in meeting any 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, all amounts standing to the credit of the Flexible Reserve Fund and all amounts which (but for the occurrence of the Final Collateralised Notes Redemption Date) would have been available for application pursuant to items (a) to (s) (inclusive) of the Pre-Enforcement Revenue Priority of Payments would be sufficient to redeem in full the Collateralised Notes on such Interest Payment Date, including, as the case may be, as a result of the mandatory redemption of the Collateralised Notes pursuant to Condition 8.3 (*Mandatory Redemption of the Notes pursuant to the exercise of the Clean-up Call Option*), Condition 8.4 (*Mandatory Redemption of the Notes following the exercise of the Regulatory Change Option*), Condition 8.5 (*Mandatory Redemption of the Notes following the exercise of the Risk Retention Regulatory Change Option*) or Condition 8.6 (*Mandatory Redemption of the Notes following the exercise of the Tax/Illegality Event Option*).
"**Final Maturity Date**"	means the Interest Payment Date falling in December 2038.
"**First Sale Date**"	means the Sale Date falling on the first Business Day following the Closing Date.
"**Fitch**"	means Fitch Ratings Ltd.
"**Fixed Mortgage Rate**"	means the fixed rate of interest charged to the Borrower in connection with the relevant Loan.
"**Fixed Rate Loan**"	means a Loan in respect of which a Fixed Mortgage Rate is payable for the term of the Loan.
"**Flexible Reserve Fund**"	means the flexible reserve fund established in the Issuer Transaction Account and recorded on the Flexible Reserve Fund Ledger, and made available to meet Subsequent Purchase Price in respect of Drawings under New Authorised Overdrafts and Authorised Overdraft Extensions.
"**Flexible Reserve Fund Release Date**"	the first date on which (a) (i) the date on which there are no Undrawn Amounts then held by the Issuer and no Authorised Overdrafts held by the Issuer in respect of which an Undrawn Amount may become available, (ii) the Replenishment Period has ended and (iii) all Subsequent Purchase Price due to be paid by the Issuer has been paid in full or, if earlier (b) the earlier of the date (i) falling 30 Business

	Days after the date on which an Enforcement Notice is delivered; (ii) on which any Call Option is exercised; and (iii) which is the Final Maturity Date.
"**Flexible Reserve Fund Required Amount**"	means on each date of determination, (i) prior to the Flexible Reserve Fund Release Date, an amount, determined by the Servicer, equal to the aggregate Undrawn Amounts in respect of the Authorised Overdrafts in the Portfolio as at that date and (ii) on and following the Flexible Reserve Fund Release Date, £0.
"**FSA**"	means the Financial Services Authority.
"**FSCS**"	means the Financial Services Compensation Scheme of the United Kingdom.
"**FSMA**"	means the Financial Services and Markets Act 2000, as amended.
"**FSMA 2023**"	means the Financial Services and Markets Act 2023.
"**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.
"**Global Certificate**"	means a global certificate representing the Certificates, the form of which is set out in schedule 4 (*Form of Global Certificates*) to the Trust Deed.
"**Global Note**"	means a global note certificate representing a Class of Notes, the form of which is set out in schedule 1 (*Form of Global Notes*) to the Trust Deed.
"**Group ICR**"	means in respect of each Borrower Group, as at any date of determination, the ICR reflecting the cross collateralisation in respect of that Borrower Group.
"**Group LTV**"	means (i) in respect of each Borrower Group, as at any date of determination, the loan to value ratio in relation thereto calculated, net of any fees that are added to the loan, by dividing the current Principal Balance of all Linked Loans in the relevant Borrower Group plus all related Undrawn Amounts under Linked Loans in that Borrower Group by the most recent valuation of the Property or Properties securing those Linked Loans which has been delivered to the Seller or the Servicer pursuant to the terms of the relevant Loan or Overdraft, as applicable *plus* any amounts of cash collateral then held by the Seller in respect of the relevant Loan or Overdraft, as applicable; and (ii) in respect of any Loan or Authorised Overdraft which is not a Linked Loan in a Borrower Group, the loan to value ratio in relation thereto calculated, net of any fees that are added to the loan, by dividing the current Principal Balance of all Loans and Authorised Overdrafts advanced to that Borrower plus all related Undrawn Amounts thereunder by the most recent valuation of the Property or Properties securing those Loans and/or Authorised Overdrafts which has been delivered to the Seller or the Servicer pursuant to the terms of the relevant Loan or Overdraft, as applicable *plus* any amounts of cash collateral then held by the Seller in respect of the relevant Loan or Overdraft, as applicable.
"**HMO**"	means House in Multiple Occupation.
"**HMRC**"	means HM Revenue & Customs.

"**Holdings**"	means Lovelace 01 CBP Holdings Limited, incorporated under the laws of England and Wales on 11 September 2025 (company number 16710576) as a private limited company with its registered address at 10th Floor, 5 Churchill Place, London, United Kingdom, E14 5HU.
"**ICR**"	means, in respect of a Loan, the interest cover ratio in respect of that Loan, expressed as a percentage and calculated by reference to the rental income payable to the Borrower in respect of the relevant Property (or Properties) to the amount of interest payable by the Borrower in respect of such Loan.
"**Incorporated Terms Memorandum**"	means the incorporated terms memorandum made between, among others, the Issuer, the Seller and the Trustee.
"**Initial Advance**"	means the initial principal amount advanced by the Legal Title Holder to the relevant Borrower under a Loan.
"**Initial Consideration**"	means £434,308,375.02 plus an amount equal to the Initial Exchange Amount (as defined in the relevant confirmation to the Swap Agreement).
"**Initial Portfolio**"	means the Portfolio acquired by the Issuer on the Closing Date.
"**Insolvency Official**"	means, in respect of any company, a liquidator, provisional liquidator, administrator (whether appointed by the court or otherwise), administrative receiver, receiver or manager, nominee, supervisor, trustee in bankruptcy, conservator, guardian or other similar official in respect of such company or in respect of all (or substantially all) of the company's assets or in respect of any arrangement or composition with creditors or any equivalent or analogous officer under the law of any jurisdiction.
"**Instalment**"	means the amount which the relevant Mortgage Conditions require a Borrower to pay on each Instalment Date in respect of that Borrower's Loan or Overdraft, as applicable.
"**Instalment Date**"	in respect of each Borrower, has the meaning given to the term "Interest Payment Date" in the relevant Mortgage Conditions in respect of that Borrower's Loan.
"**Insurance Distribution Directive**"	means Directive (EU) 2016/97 as it forms part of UK domestic law by virtue of the EUWA (as amended).
"**Interest Commencement Date**"	means the Closing Date.
"**Interest Determination Date**"	means the fifth Business Day before the Interest Payment Date for which the rate will apply.
"**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 in such Servicer Reports.
"**Interest Payment Date**"	means the 25th day of March, June, September and December in each year or, if such day is not a Business Day, the immediately following Business Day with the first Interest Payment Date falling in March 2026.
"**Interest Period**"	means each 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.
"**Investment Company Act**"	means the United States' Investment Company Act of 1940, as amended.
"**Investor Report**"	means each quarterly investor report relating to the immediately preceding Collection Period detailing, among other things, certain aggregated loan file data in relation to the Portfolio prepared on the basis of information provided to the Cash Manager by the Seller in each Servicer Report and the Loan Level Report, to be provided to investors pursuant to SECN 6.2.1R(5), SECN 11 (including its Annexes) and SECN 12 (including its Annexes), Article 7(1)(e) of Chapter 2, together with Chapter 5 (including its Annexes) and Chapter 6 (including its Annexes) of the PRA Securitisation Rules and Article 7(1)(e) of the EU Securitisation Regulation (as in force on the Closing Date), and in the form contained in the UK Disclosure Templates or the EU Disclosure Templates or such other form as may be prescribed under the UK Securitisation Framework and/or the EU Securitisation Regulation (as in force on the Closing Date).
"**ISDA Master Agreement**"	means the 2002 ISDA Master Agreement, as published by ISDA.
"**Issuer**"	means Lovelace 01 CBP Plc, incorporated under the laws of England and Wales on 11 September 2025 registered under company number 16711690 as a public limited company and with its registered office address at 10th Floor, 5 Churchill Place, London, United Kingdom, E14 5HU.
"**Issuer Account Bank**"	means Citibank, N.A., London Branch or any other bank appointed as the issuer account bank for the purposes of the Transaction Documents in accordance with the terms of the Bank Account Agreement.
"**Issuer Profit Amount**"	means £300 on each Interest Payment Date, which shall be retained in the Issuer Transaction Account and credited to the Issuer Profit Ledger for the Issuer to retain as a profit for entering into the transaction.
"**Issuer Security Power of Attorney**"	means the power of attorney granted by the Issuer in favour of the Trustee under the Deed of Charge.
"**Issuer Transaction Account**"	means the Sterling account opened on or prior to the Closing Date in the name of the Issuer with SWIFT number CITIGB2L and sort code 185008 with the Issuer Account Bank and designated as such.
"**IVA**"	means an individual voluntary arrangement governed by the Insolvency Act 1986 and the Insolvency Rules 1986.
"**Land Registry**"	means the body responsible for recording details of land in England and Wales.
"**Lead Manager**"	means Lloyds Bank Corporate Markets plc.
"**Lead Manager Related Person**"	means any company in the same group of companies as the Lead Manager.
"**LCR Regulation**"	means Delegated Regulation 2015/1 supplementing the EU CRR dated 10 October 2014 as it forms part of domestic law of the United Kingdom by virtue of the EUWA.
"**Legal Title Holder**"	means Cynergy Bank plc in its capacity as the legal title holder of the Loans, the Overdrafts and their Related Security.

"**Legal Title Holder Insurance Policies**"	means any Title Insurance Policies (which are in favour of the Legal Title Holder, if any) and/or any other insurance contracts in place in the name of the Legal Title Holder in respect of the Loans and/or the Overdrafts from time to time, and "**Legal Title Holder Insurance Policy**" means any one of them.
"**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 and the Overdrafts – Lending Criteria*" for further details.
"**Liabilities**"	means, in respect of any person, any loss, damage, charge, award, claim, demand, judgment, decree, action, proceedings, fine, penalty, cost, expense or other liability (including properly incurred legal and other professional fees and expenses), any taxes and penalties incurred by that person and "**Liability**" shall be construed accordingly.
"**Linked Current Account**"	means, in respect of each Loan, a current account held by the relevant Borrower with the Seller, linked to that Loan.
"**Linked Loan**"	means a Loan or Overdraft advanced to a Borrower (i) with other Loans and/or Overdrafts in the Portfolio or (ii) in the same Borrower Group as a Borrower with other Loans and/or Overdrafts in the Portfolio where some or all of the Loans and/or Overdrafts which are Linked Loans in respect of that Borrower Group are the subject of (partial or full) cross-collateralisation and/or cross-party supported guarantees.
"**Liquidity Deficit**"	means, on any Interest Payment Date, an amount equal to any shortfall in Available Revenue Receipts to pay: (a) items (a) to (f) of the Pre-Enforcement Revenue Priority of Payments; and (b) if (i) the Class B Notes are the Most Senior Class outstanding, or (ii) prior to the application of Available Revenue Receipts in accordance with the Pre-Enforcement Revenue Priority of Payments on the relevant Interest Payment Date, the outstanding debit balance of the Class B Principal Deficiency Sub-Ledger is less than 10 per cent. of the Principal Amount Outstanding of the Class B Notes on the Calculation Date immediately preceding such Interest Payment Date, item (h) of the Pre-Enforcement Revenue Priority of Payments, on such Interest Payment Date, as determined by the Cash Manager on the immediately preceding Calculation Date.
"**Liquidity Reserve Fund**"	means the liquidity reserve fund established in the Issuer Transaction Account and recorded on the Liquidity Reserve Fund Ledger, and made available to meet any Liquidity Deficit.
"**Liquidity Reserve Fund Excess Amount**"	means: (a) on each Interest Payment Date up to but excluding the Class B Redemption Date, all amounts standing to the credit of the Liquidity Reserve Fund in excess of the Liquidity Reserve Fund Required Amount on such Interest Payment Date (prior to any amounts being credited to the Liquidity Reserve Fund Ledger on such date and after the deduction of any Liquidity Reserve

Fund Release Amounts in respect of the relevant Calculation Date); and

(b) on each other Interest Payment Date, zero.

"**Liquidity Reserve Fund Ledger**" means the ledger to record amounts credited to, and debited from, the Liquidity Reserve Fund.

"**Liquidity Reserve Fund Release Amount**" means, on any Calculation Date up to and including the Calculation Date immediately preceding the Class B Redemption Date (prior to the delivery of an Enforcement Notice), if the Cash Manager determines that on the immediately following Interest Payment Date, there would be a Liquidity Deficit, the amount to be released from the Liquidity Reserve Fund by the Cash Manager, being an amount equal to the lesser of:

(a) the amount standing to the credit of the Liquidity Reserve Fund Ledger on such Interest Payment Date (for the avoidance of doubt, prior to any amounts being debited from the Liquidity Reserve Fund Ledger on such Interest Payment Date); and

(b) the amount of such Liquidity Deficit.

"**Liquidity Reserve Fund Required Amount**" means:

(a) on any Interest Payment Date falling prior to the Class B Redemption Date, an amount equal to 1 per cent. of 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; and

(b) on any Interest Payment Date falling on or after the Class B Redemption Date, zero.

"**Loan**" means a Buy-to-Let Loan (including the aggregate of the outstanding balance of any mortgage loan, any Accrued Interest, Arrears and any fees, costs and other amounts owing to the Seller from the Borrower (including all capitalised sums)) which is secured or intended to be secured by the related Mortgage comprised in the Portfolio (including, for the avoidance of doubt, any New Loan, Further Advance and/or Product Switch comprised in the Portfolio), and "**Loans**" means all of them.

"**Loan Files**" means the file or files relating to each Loan or Overdraft, as applicable, (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.

"**Loan Level Report**" means each at least quarterly loan level report in respect of each Collection Period, of loan-by-loan information in the format required to be provided pursuant to: (x) SECN 6.2.1R(1), Article 7(1)(a) of Chapter 2 the PRA Securitisation Rules, containing the information required pursuant to SECN 6.2.1R(1), SECN 6.2.1R(5)(a), Article 7(1)(a) and Article 7(1)(e)(i) of Chapter 2 the PRA Securitisation Rules; and (y) Article 7(1)(a) of the EU Securitisation Regulation (as in force on the Closing Date), and containing the information required pursuant to Article 7(1)(a) and Article 7(1)(e)(i) of the EU

Securitisation Regulation (as in force on the Closing Date), relating to the immediately preceding Collection Period and in the form contained in the UK Disclosure Templates or the EU Disclosure Templates or such other form as may be prescribed under the UK Securitisation Framework and/or the EU Securitisation Regulation (as in force on the Closing Date).

"**Loan Payment Report**" means each of the at least quarterly loan payment reports in respect of each Collection Period, of loan payment data, in the form agreed between the Servicer, the Issuer and the Seller from time to time.

"**Loan Repurchase Notice**" means a notice for the repurchase of a Loan and/or an Overdraft and its Related Security, substantially in the form set out in schedule 6 (*Loan Repurchase Notice*) of the Mortgage Sale Agreement.

"**Loan Sale Notice**" means a notice for the sale by the Seller and the purchase by the Issuer of a Loan and/or an Overdraft (or part thereof, as applicable) and its Related Security, substantially in the form set out in schedule 7 (*Form of Loan Sale Notice*) of the Mortgage Sale Agreement.

"**LTV**" means, in respect of a loan or overdraft, the loan to value ratio in relation thereto calculated, net of any fees that are added to the loan or overdraft, by dividing the original principal balance of that loan (or, in respect of an overdraft, the committed overdraft limit in respect of that overdraft) by the valuation of the property securing that loan or overdraft (including any security over cash).

"**Material Adverse Effect**" means, as the context specifies:

(a) a material adverse effect on the validity or enforceability of any of the Transaction Documents; or

(b) in respect of a Transaction Party, a material adverse effect on:

(i) the business, operations, financial condition or prospects of such Transaction Party; or

(ii) the ability of such Transaction Party to perform its obligations under any of the Transaction Documents; or

(iii) the rights or remedies of such Transaction Party under any of the Transaction Documents; or

(c) in respect of the Loans, in the context of any Loan and/or its Related Security, a material adverse effect on:

(i) the value of the Loan;

(ii) the value of the Property secured by the related Mortgage which therefore materially adversely affects the value of the Loan;

(iii) the rights available to a mortgagee in respect of the repayment of that Loan (including, without limitation, the enforceability of rights against third parties) which therefore materially adversely affects the value of the Loan; or

(iv) the amount likely to be received upon a sale or likely to be financed against the security of that Loan; or

(d) a material adverse effect on the validity or enforceability of the Notes and the Certificates.

"**Maximum Borrower Exposur**e" means, in respect of a Borrower, on any date of determination, the aggregate Principal Balance in respect of all Loans and Overdrafts in the Portfolio advanced to that Borrower plus the aggregate Undrawn Amount (if applicable) in respect of all Overdrafts in the Portfolio provided to that Borrower, in each case, as at that date.

"**Maximum Group Exposur**e" means, in respect of a Borrower Group, on any date of determination, the aggregate Principal Balance in respect of all Linked Loans in that Borrower Group in the Portfolio plus the aggregate Undrawn Amount (if applicable) in respect of all Linked Loans in that Borrower Group in the Portfolio, in each case, as at that date.

"**MCD**" means the Mortgage Credit Directive (2014/17/EU).

"**MCDO**" Mortgage Credit Directive Order 2015.

"**Morningstar DBRS**" means, (i) for the purpose of identifying which DBRS entity which has assigned the credit rating to the Notes, DBRS Ratings Limited and any successor to this rating activity, and (ii) in any other case, any entity that is part of DBRS Morningstar, which is either registered or not under the EU CRA Regulation, as it appears from the last the last available list published by European Securities and Markets Authority (ESMA) on the ESMA website, or any other applicable regulation.

"**Morningstar DBRS Equivalent Rating**" means:

(a) If a Fitch public long term issuer rating, a Moody's public long term issuer rating and an S&P public long term issuer 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 Morningstar DBRS 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 Morningstar DBRS 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 Morningstar DBRS 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).

"**Mortgage**" means an English Mortgage or a Scottish Mortgage (as applicable), and "**Mortgages**" means all of them.

"**Mortgage Conditions**" means in respect of a Loan, all the terms and conditions applicable to such Loan, including those set out in the Seller's relevant general conditions,

each 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.

"**Mortgage Sale Agreement**" means the agreement so named to be entered into on or around the Closing Date between the Seller, the Issuer, the Trustee and the Servicer and the Legal Title Holder.

"**Most Senior Class**" means:

(a) the Class A Notes; or

(b) if there are no Class A Notes then outstanding, the Class B Notes; or

(c) if there are no Class A Notes or Class B Notes then outstanding, the Class C Notes; or

(d) if there are no Class A Notes, Class B Notes or Class C Notes then outstanding, the Class D Notes; or

(e) if there are no Class A Notes, Class B Notes, Class C Notes or Class D Notes then outstanding, the Class E Notes; or

(f) if there are no Class A Notes, Class B Notes, Class C Notes, Class D Notes or Class E Notes then outstanding, the Class F Notes; or

(g) if there are no Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes or Class F Notes then outstanding, the Class Z Notes; or

(h) if there are no Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes, Class F Notes or Class Z Notes then outstanding, the Class X Notes; or

(i) if there are no Notes then outstanding, the Certificates.

"**New Authorised Overdraft**" means an Authorised Overdraft (including any Principal Balance in respect thereof) which is made available to a Borrower after the Cut-off Date which is (or will become part of) a Borrower Group with Linked Loans in the Portfolio.

"**New Loan**" means a Buy-to-Let Loan (including the aggregate of the outstanding balance of any mortgage loan, any Accrued Interest, Arrears and any fees, costs and other amounts owing to the Seller from the Borrower (including all capitalised sums)) which is advanced to that Borrower after the Cut-off Date and which is secured or intended to be secured by the related Mortgage advanced to a Borrower which is (or will, following the advance of that Loan become) part of a Borrower Group with Linked Loans in the Portfolio.

"**Noteholders**" means the registered holders for the time being of the Notes.

"**Notes**" means the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes, the Class Z Notes and the Class X Notes.

"**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 Interest Commencement 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).

"**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.

"**Ordinary Resolution**" means, in respect of the holders of any of the Classes of Notes or Certificates:

(a) a resolution passed at a meeting of Noteholders or Certificateholders duly convened and held in accordance with the Trust Deed and the Conditions or Certificate 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 Noteholders or Certificateholders of not less than a clear majority in aggregate Principal Amount Outstanding of the relevant Class of Notes or number of the holders of the relevant Class of 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 Noteholders or 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 Trustee) by or on behalf of the Noteholders or Certificateholders of not less than a clear majority in aggregate Principal Amount Outstanding of the relevant Class of Notes or number of the relevant Class of Certificates then in issue.

"**outstanding**" means, in relation to a Class of Notes or Certificates, all the Notes or Certificates of that Class which have been issued except:

(a) those which have been redeemed in full in accordance with the conditions;

(b) those in respect of which the date for redemption in full has occurred and the full amount of redemption moneys (including all interest accrued on such Notes or Certificates to the date for such redemption and any interest payable under the conditions after such date) have been duly paid to the Trustee or to the Principal Paying Agent as provided in clause 5 (*Covenant to Repay Principal*) of the Trust Deed (and, where appropriate, notice to that effect has been given to the Noteholders in accordance with Condition 16 (*Notice to Noteholders*) or to the Certificateholders in accordance with Certificate Condition 15 (*Notice to Certificateholders*)) and remain available for payment against presentation and surrender of Notes or Certificates;

(c) those which have become void or in respect of which claims have become prescribed;

(d) those mutilated or defaced Notes or Certificates which have been surrendered or cancelled and those Notes or Certificates which are alleged to have been lost, stolen or destroyed and in all cases in respect of which Replacement Notes or Replacement Certificates have been issued pursuant to the Conditions or the Certificate Conditions (as applicable); and

(e) any Global Note or Global Certificate to the extent that it shall have been exchanged for the related Definitive Notes or Definitive Certificates pursuant to the provisions contained therein and the conditions,

provided that for each of the following purposes:

(i) ascertaining the right to attend and vote at any meeting of the Noteholders or Certificateholders;

(ii) the determination of how many Notes or Certificates are outstanding for the purposes of Condition 11 (*Events of Default*) or Certificate Condition 10 (*Events of Default*), Condition 12 (*Enforcement*) or Certificate Condition 11 (*Enforcement*) and Condition 13 (*Meetings of Noteholders, Modification, Waiver and Substitution*) or Certificate Condition 12 (*Meetings of Certificateholders, Modification, Waiver and Substitution*) and Schedule 7 (*Provisions for Meetings of Noteholders and Certificateholders*) to the Trust Deed;

(iii) the exercise of any discretion, power or authority which the Trustee is required, expressly or impliedly, to exercise in or by reference to the interests of the Noteholders or Certificateholders or any Class of them; and

(iv) the determination by the Trustee of whether any event or potential event is or would be materially prejudicial to the interests of the Noteholders or Certificateholders or any Class of them,

those Notes or Certificates which are beneficially held by, on behalf of or for the benefit of the Issuer, the Seller, any Holding Company of the Issuer or Seller or any Subsidiary of either such Holding Company (each such entity a "**CB Relevant Person**"), in each case as 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 or Certificates of any Classes are held by or on behalf of or for the benefit of one or more CB Relevant Persons, in which case such Classes of Notes or 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 or Certificates ranking (with regard to the definition of Most Senior Class) *pari passu* with, or junior to, the Relevant Class and one or more CB Relevant Persons are not the beneficial owners of all the Notes of such

	Class, then the Relevant Class shall be deemed not to remain outstanding and **provided that** in relation to a matter relating to a Basic Terms Modification, any Notes or Certificates which are for the time being held by or on behalf of or for the benefit of a CB Relevant Person, in each case as beneficial owner, shall be deemed to remain outstanding or in issue, as applicable.
"**Overdraft**"	means a credit facility allowing the borrower to withdraw funds in excess of the balance standing to the credit of that Borrower's bank account (including the aggregate of the outstanding balance of any such facility, any Accrued Interest and any fees, costs and other amounts owing to the Seller from the Borrower (including all capitalised sums) thereunder) comprised in the Portfolio (including, for the avoidance of doubt, any Authorised Overdrafts and Unarranged Overdrafts and any Undrawn Amounts in relation thereto), and "**Overdrafts**" means all of them.
"**Overdraft Conditions**"	means in respect of an Overdraft, all the terms and conditions applicable to such Overdraft, including those set out in the Seller's relevant general conditions, each as varied from time to time by the relevant overdraft agreement.
"**Pass-Through Servicing Fee** "	means, in respect of any Loan or Overdraft, the fees payable by the Borrower in respect of that Loan or Overdraft during its term, including in connection with the servicing of that Loan or Overdraft, as applicable, and including, for the avoidance of doubt, any such servicing fee which is paid pursuant to a drawing under an Unarranged Overdraft.
"**Paying Agents**"	means the paying agents named in the Agency Agreement (including, for the avoidance of doubt, the Principal Paying Agent) together with any successor or additional paying agents appointed from time to time in connection with the Notes under the Agency Agreement and "**Paying Agent**" means any of them.
"**Payment Holiday**"	means any contractual payment holiday feature where a borrower who is not in arrears can apply to defer one or more Instalments pursuant to the Mortgage Conditions.
"**Portfolio**"	means the Loans, the Overdrafts and their Related Security sold by the Seller to the Issuer on the Closing Date and listed, for the purposes of identification, in exhibit 1 (*The Initial Portfolio*) to the Mortgage Sale Agreement, plus any New Loan, Further Advance, New Authorised Overdraft, Authorised Overdraft Extension, Product Switch Loan or Drawing under an Unarranged Overdraft purchased by the Issuer following the Closing Date, during the Replenishment Period, but excluding any Loan or any Overdraft and its Related Security which is repurchased by the Seller pursuant to the Mortgage Sale Agreement and no longer beneficially owned by the Issuer.
"**Portfolio LTV**"	means the weighted average Group LTV in respect of all Loans and Overdrafts in the Portfolio.
"**Portfolio Purchase Option Holder**"	means the holder of the majority of the Certificates (for the avoidance of doubt excluding those Certificates held directly or indirectly by the Seller, unless the Seller holds 100 per cent. of the Certificates), or its representative and nominee.
"**Portfolio Reference Date**"	means 30 September 2025.
"**Post-Enforcement Priority of Payments**"	means the priority of payments pursuant to which any available amounts are applied following the enforcement of any Security Documents and, as set out on page 204.

"**Potential Event of Default**"	means any event which may become (with the passage of time, the giving of notice, the making of any determination or any combination thereof) an Event of Default.
"**PRA**"	means the United Kingdom Prudential Regulation Authority.
"**PRA Risk Retention Rules**"	means Article 6 of Chapter 2 of the PRASR together with Chapter 4 of the PRASR.
"**PRA Rulebook**"	means the rulebook of published policy of the PRA.
"**PRA Securitisation Rules**" or "**PRASR**"	means the securitisation part of the PRA Rulebook.
"**PRA Transparency Rules**"	means Article 7 of Chapter 2 of the PRA Securitisation Rules, Chapter 5 of the PRA Securitisation Rules (including its Annexes) and Chapter 6 of the PRA Securitisation Rules (including its Annexes).
"**Pre-Enforcement Principal Priority of Payments**"	means the priority of payments pursuant to which Available Principal Receipts are applied prior to enforcement of any Security Documents, as set out on page 203.
"**Pre-Enforcement Revenue Priority of Payments**"	means the priority of payments pursuant to which Available Revenue Receipts are applied prior to the delivery of an Enforcement Notice as set out on page 200.
"**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.
"**Principal Amount Outstanding**"	means, on any day: (a) in relation to a Note, the original principal amount of that Note on the Closing Date less the aggregate amount of all principal payments in respect of such Note which have been made since the Closing Date; (b) in relation to a Class 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 £367,290,000, in respect of the Class B Notes of £39,827,000, in respect of the Class C Notes of £13,276,000, in respect of the Class D Notes of £8,850,000, in respect of the Class E Notes of £4,425,000, in respect of the Class F Notes of £4,425,000, in respect of the Class Z Notes of £4,436,000 and in respect of the Class X Notes of £6,638,000, 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; (c) in relation to the Notes outstanding at any time, the aggregate of the amount in paragraph (a) above in respect of all Notes outstanding, regardless of Class; and (d) in relation to the Certificates, for the purposes of the voting and quorum provisions set out in the Conditions, the Certificate Conditions and the Trust Deed any reference to the Principal Amount Outstanding of the Certificates shall each be deemed to be a reference at all times to £500,000.

"**Principal Balance**" means, in relation to a Loan or Overdraft, on any date, the aggregate balance of that Loan or Overdraft, as applicable, at such date (but avoiding double counting) including:

(a) the original amount advanced to the relevant Borrower and any further amount advanced on or before the given date to the relevant Borrower secured by the related Mortgage and Related Security; and

(b) any interest, disbursement, legal expense, fee, charge, rent, service charge, premium or payment which has been properly and lawfully capitalised in accordance with the relevant Mortgage Conditions, the relevant Overdraft Conditions, or with the relevant Borrower's consent and added to the amounts secured or intended to be secured by the related Mortgage and Related Security,

as at the end of the Business Day immediately preceding that given date less any repayment or payment of any of the foregoing made on or before the end of the Business Day immediately preceding that given date and excluding any retentions made but not released.

"**Principal Paying Agent**" means Citibank, N.A., London Branch, in its capacity as principal paying agent or any successor principal paying agent appointed in accordance with the Agency Agreement.

"**Principal Receipts**" means (a) principal repayments under the Loans (including payments of arrears of principal and Capitalised Amounts and including, for the avoidance of doubt, all prepayments and repayments at maturity), (b) recoveries of principal from defaulting Borrowers under Loans being enforced, (c) net 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 and such fees and expenses which the Servicer (on behalf of the Legal Title Holder) or the Servicer is entitled to deduct in connection with such enforcement), (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 (excluding, if applicable, any portion of the Repurchase Price which is applied in the payment of a Mark to Market Amount to the Swap Provider in connection with such repurchase) or the amount equal to any indemnity payment by the Seller to the Issuer under the Mortgage Sale Agreement as a result of the breach of a Loan Warranty by the Seller (but for the avoidance of doubt, excluding amounts attributable to Accrued Interest and Arrears of Interest thereon as at the relevant repurchase date or payment date, as applicable), and (f) any other payment received by the Issuer in the nature of principal but excluding (g) any repayments by a Borrower in respect of any Unarranged Overdraft, which shall be applied as Revenue Receipts.

"**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 two years before the Final Maturity Date of the Notes in which case such variation will constitute a Product Switch);

(c) imposed by Applicable Law or Regulatory Direction, other than product switches granted to Borrowers in respect of a Loan which are offered in compliance with the general requirements of Applicable Law to offer customers product switches;

(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,

provided that with respect to limb (d) above:

(i) any variation in the rate of interest payable in respect of a Loan (where the terms of the Mortgage change the rate of interest payable by a Borrower or the terms of the Loan otherwise change the interest rate payable) shall not be considered a Product Switch; and

(ii) any variation in the rate of interest payable in respect of a Loan not permitted or otherwise contemplated by the relevant Mortgage Conditions shall be considered a Product Switch.

"**Product Switch Loan**" means each Loan in the Portfolio which has been subject to a Product Switch.

"**Property**" means, in relation to a Loan or Overdraft and its related Mortgage(s), the freehold or leasehold property situated in England or Wales or the Scottish Property charged or intended to be charged as security for the repayment of such Loan.

"**Proposed Amendment**" means a Base Rate Modification or a Swap Rate Modification (as applicable).

"**Provisional Portfolio**" means the statistical and other information contained in the Prospectus which have been compiled by reference to loans originated by the Seller in a provisional portfolio.

"**Purchase Price Deadline**" means, (i) in respect of any New Loan or Further Advance, the date falling on the second Interest Payment Date falling after the Sale Date in respect of the relevant New Loan or Further Advance, and (ii) in respect of any Drawing under an Authorised Overdraft made after (a) the Cut-off Date in respect of Authorised Overdrafts in the Portfolio as at the Closing Date or (b) after the relevant Sale Date, in respect of New Authorised Overdrafts or Authorised Overdraft Extensions purchased by the Issuer during the Replenishment Period, the second Interest Payment Date falling after the date of that Drawing, provided that, where a New Authorised Overdraft or Authorised Overdraft Extension is purchased by the Seller during the Replenishment Period and that New Authorised Overdraft or Authorised Overdraft Extension has a Principal Balance above £0 as at the relevant Sale Date, the portion of the Subsequent Purchase Price in respect thereof which is allocable to that Principal Balance shall have a Purchase Price Deadline falling on the second Interest Payment Date falling after the Sale Date in respect of the relevant New Authorised Overdraft or Authorised Overdraft Extension.

"**Quarterly Servicer Report Date**"	means 10 Business Days prior to each Interest Payment Date.
"**RAO**"	means the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (SI 2001/544) (as amended).
"**Rated Notes**"	means the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes.
"**Rating Agencies**"	means Morningstar DBRS and S&P and "**Rating Agency**" shall mean any one of them.
"**Rating Agency Confirmation**"	means any written confirmation or affirmation (in any form acceptable to the Trustee) from the relevant Rating Agencies that the then current ratings of the Rated Notes will not be reduced, qualified, adversely affected or withdrawn thereby.
"**Reasonable, Prudent Mortgage Lender**"	means a reasonably prudent mortgage lender lending to borrowers in England and Wales and Scotland of the type contemplated in the Lending Criteria applicable to Loans in the Portfolio from time to time on terms similar to those set out in the relevant Lending Criteria.
"**Reasonable, Prudent Mortgage Servicer**"	means in relation to the Loans a reasonable and prudent mortgage servicer who is servicing Buy-to-Let mortgage loans and their collateral security in respect of properties in England, Wales and Scotland and which have a similar credit profile as the Loans.
"**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 Trustee pursuant to the Deed of Charge.
"**Reconciliation Amount**"	means in respect of any Collection Period (a) the actual Principal Receipts as determined in accordance with the available Servicer Reports, less (b) the Calculated Principal Receipts in respect of such Collection Period, plus (c) any Reconciliation Amount not applied in previous Collection Periods.
"**Registers of Scotland**"	means the Land Register of Scotland and/or the General Register of Sasines (as applicable).
"**Registrar**"	means Citibank, N.A., London Branch or any other entity appointed as the registrar for the purposes of the Transaction Documents in accordance with the terms of the Agency Agreement.
"**Regulated Credit Agreement**"	means Buy-to-Let Loans regulated by the CCA as a regulated credit agreement, as defined by article 60B of the RAO.
"**Regulated Market**"	means a regulated market for the purposes of Directive 2014/65/EU (as amended, "**EU MIFID II**").
"**Regulated Mortgage Activities**"	means each any of the activities falling within articles 25A, 53A, 61 and 64 of the Regulated Activities Order to the extent that it is a regulated activity for the purposes of FSMA.
"**Regulated Mortgage Contract**"	means a credit agreement which constitutes a "regulated mortgage contract" as defined in Article 61 of the RAO.
"**Regulation S**"	means Regulation S under the Securities Act.

"**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) each debenture and/or floating charge granted by the Borrower as security for repayment of the Loan;

(b) the benefit of all deeds of priority or postponement, and 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;

(c) the benefit of any guarantee given in relation to such Loan;

(d) to the extent capable of being assigned, the benefit of Third Party Buildings Policies and any life policies, life policy assignments or assignations, priority letters, pension policies, deposited, charged, obtained or held in connection with the relevant Loan and Related Security or any receipts in respect thereof;

(e) to the extent capable of being assigned, the benefit of any Legal Title Holder Insurance Policies (if applicable) obtained or held in connection with any Loans and their Related Security from time to time or any receipts in respect of;

(f) to the extent assignable or otherwise transferable (without the consent of the relevant counterparty), all causes and rights of action (whether assigned to the Issuer or otherwise) against Valuers, relevant solicitors, the Land Registry or the Registers of Scotland 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

(g) any assignments, assignations, 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.

"**Relevant Margin**" means:

(a) in respect of the Class A Notes, 0.90% per annum;

(b) in respect of the Class B Notes, 1.40% per annum;

(c) in respect of the Class C Notes, 1.70% per annum;

(d) in respect of the Class D Notes, 2.20% per annum;

(e) in respect of the Class E Notes, 3.00% per annum; and

(f) in respect of the Class F Notes, 3.50% per annum.

"**Relevant Screen Page**" means the Reuters screen SONIA page (or any replacement thereto).

"**Remedy Date**" means, in respect of any Loan or Authorised Overdraft (or part thereof, as applicable), the date falling 20 Business Days after the Sale Date in respect of that Loan or Authorised Overdraft (or part thereof, as applicable).

"**Renting Homes Act**"	means the Renting Homes (Wales) Act 2016.
"**Replacement Certificates**"	means, upon satisfaction of the Issuer Substitution Condition in accordance with the Certificate Conditions and the Trust Deed, any Certificates issued without the consent of the Certificateholders as a replacement for the Certificates, which shall have terms and conditions which may differ from the terms and conditions of the Certificates which it replaces, and "**Replacement Certificate**" means any one of them.
"**Replacement Notes**"	means, upon satisfaction of the Issuer Substitution Condition in accordance with the Conditions and the Trust Deed, any Notes issued without the consent of the Noteholders as a replacement for any one or more Class or Classes of Notes, each class of which shall have terms and conditions which may differ from the terms and conditions of the Class of Notes which it replaces, and "**Replacement Note**" means any one of them.
"**Replacement Swap Agreement**"	means an agreement between the Issuer and a replacement swap provider to replace the Swap Transaction(s).
"**Replacement Swap Premium**"	means 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.
"**Replenishment Period** "	means the period commencing on (but excludes) the Closing Date and terminating upon the earlier of (i) the date falling on 18 December 2027 (the "**Scheduled Replenishment Period End Date**"); (ii) the date on which an Enforcement Notice is delivered; and (iii) the first date on which any of the Clean-up Call Option, the Risk Retention Regulatory Change Option, the Regulatory Change Option or the Tax/Illegality Event Option is exercised (the "**Replenishment Period End Date**").
"**Repurchase Date**"	means, in respect of any Loan (or Overdraft) which is required to be repurchased by the Seller under the terms of the Mortgage Sale Agreement, the date on which such Loan (or Overdraft) is required to be repurchased by the Seller under the terms of the Mortgage Sale Agreement being the date falling no later than 20 Business Days after the Seller has become aware of the relevant Repurchase Event or is notified of the relevant Repurchase Event by the Issuer or the Trustee or, in respect of a Repurchase Event in connection with a Purchase Price Deadline Breach Repurchase or a Wet Funding Repayment Deadline Breach Repurchase, the related Purchase Price Deadline or Wet Funding Repayment Deadline, as applicable and, in respect of any Loan (or Overdraft) which the Seller has the right to repurchase under the terms of the Mortgage Sale Agreement (which is a Non-Eligible Origination Repurchase after the Replenishment Period) but does not otherwise have an obligation to repurchase under the terms of the Mortgage Sale Agreement, such date as may be determined by the Seller after the occurrence of that Repurchase Event.
"**Repurchase Event**"	means the occurrence of the event or circumstance requiring a Warranty Breach Repurchase, Eligibility Criteria Breach Repurchase, Wet Funding Repayment Deadline Breach Repurchase, Purchase Price Deadline Breach Repurchase, Unauthorised Overdraft Breach Repurchase, Undrawn Amount Repurchase, Non-Eligible Origination Repurchase or Linked Loan Repurchase, as applicable.
"**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 (w) (inclusive) 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 (w) (inclusive) of the Post-Enforcement Priority of Payments on that date.

"**Residual Payment Amount**" means for a Certificate on any date on which amounts are to be applied in accordance with the applicable Priority of Payments, the Residual Payment for that date, divided by the number of Certificates then in issue.

"**Restructured**" means, in respect of a Loan or Authorised Overdraft which would otherwise have been an Arrears Loan or an Arrears Overdraft, that Loan or Authorised Overdraft having been subject to forbearance measures or amendments which have been made in accordance with Applicable Law and/or in accordance with the applicable Seller's Policies and Lending Criteria and/or by the Seller or Servicer otherwise acting in accordance with the standards of a Reasonable, Prudent Mortgage Lender or a Reasonable, Prudent Mortgage Servicer, as applicable.

"**Restructured Loan**" means a Loan that would be an Arrears Loan, but which does not fall within the definition of Arrears Loan as a result of having been Restructured.

"**Restructured Overdraft**" means an Authorised Overdraft that would be an Arrears Overdraft, but which does not fall within the definition of Arrears Overdraft as a result of having been Restructured.

"**Retained Interest**" means the retention by the Risk Retention Holder of a material net economic interest of not less than 5 per cent. in the securitisation in accordance with Article 6(1) of Chapter 2 of the PRA Securitisation Rules and Article 6(1) of the EU Securitisation Regulation (as in force on the Closing Date) in accordance with Article 6(3)(c) of Chapter 2 of the PRA Securitisation Rules and Article 6(3)(c) of the EU Securitisation Regulation (as in force on the Closing Date).

"**Revenue Deficit**" means, on any Interest Payment Date, an amount equal to any shortfall in Available Revenue Receipts and any Liquidity Reserve Fund Release Amounts to pay:

(a) items (a) to (f)) of the Pre-Enforcement Revenue Priority of Payments;

(b) if the Class B Notes are the Most Senior Class outstanding, item (h) of the Pre-Enforcement Revenue Priority of Payments;

(c) if the Class C Notes are the Most Senior Class outstanding, item (k) of the Pre-Enforcement Revenue Priority of Payments;

(d) if the Class D Notes are the Most Senior Class outstanding, item (m) of the Pre-Enforcement Revenue Priority of Payments;

(e) if the Class E Notes are the Most Senior Class outstanding, item (o) of the Pre-Enforcement Revenue Priority of Payments; and

(f) if the Class F Notes are the Most Senior Class outstanding, item (q) of the Pre-Enforcement Revenue Priority of Payments,

on such Interest Payment Date, as determined by the Cash Manager on the immediately preceding Calculation Date.

"**Revenue Receipts**" means (a) payments of interest and other fees due from time to time under the Loans (including any Early Repayment Charges and Default Interest and any fees paid by the relevant Borrower from amounts drawn for the purpose under an Unarranged Overdraft) and other amounts received by the Issuer in respect of the Loans and their Related Security other than Principal Receipts, excluding, for the avoidance of doubt, Capitalised Amounts, (b) recoveries of interest and outstanding fees from defaulting Borrowers under Loans being enforced excluding, for the avoidance of doubt, Capitalised Amounts and other than Principal Receipts, (c) recoveries of all amounts from defaulting Borrowers under Loans following enforcement and sale of the relevant property excluding, for the avoidance of doubt, in respect of Capitalised Amounts and other than Principal Receipts, (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 (including, if applicable, any Interest Make Whole Amount or Mark to Market Amount payable by the Swap Provider to the Issuer in relation to the relevant repurchase, unless such amount is expressed to form part of Available Principal Receipts but excluding, if applicable, any portion of the Repurchase Price which is applied in the payment of a Mark to Market Amount to the Swap Provider in connection with such repurchase) or indemnity payments made by the Seller under the Mortgage Sale Agreement in connection with the breach of a Loan Warranty where such amounts are attributable to Accrued Interest and Arrears of Interest only in respect of the relevant Loan and (e) repayments by a Borrower in respect of any Unarranged Overdraft.

"**Risk Retention U.S. Persons**" means U.S. persons (as defined in the U.S. Risk Retention Rules).

"**Risk Weighted Assets**" means, as at any date of determination, the aggregate amount of the risk weighted assets of the Seller as at such date, as calculated by the Seller on an individual consolidated basis (as referred to in Article 9 of the UK CRR) or, as the context requires, a consolidated basis, in each case in accordance with the then prevailing capital requirement regulations.

"**S&P**" means S&P Global Ratings UK Limited.

"**Scheduled Maturity Date**" means, in respect of a Loan, the scheduled maturity date in respect of that Loan as at the Sale Date in respect of that Loan.

"**Scottish Declaration of Trust**" means, together, each Scots law declarations of trust over the right, title, benefit and interest in each of the Scottish Loans and their related Scottish Mortgages and other Related Security granted by the Seller (in its capacity as Legal Title Holder) in favour of the Issuer.

"**Scottish Loan**"	means a Loan secured by a Scottish Mortgage or expressed to be governed by the laws of Scotland.
"**Scottish Mortgage**"	means a first ranking Standard Security over Scottish Property which is security for a Scottish Loan.
"**Scottish Property**"	means heritable or long lease residential property situated in Scotland upon which the obligations of the Borrower are secured.
"**Scottish Related Security**"	means the Related Security in relation to a Scottish Loan.
"**Scottish Sub-Security**"	means a standard security over the standard security which is the subject of a Scottish Transfer.
"**Scottish Supplemental Charge**"	means an assignation in security of the Issuer's beneficial interest in the Scottish Loans and their related Scottish Mortgages and other Related Security (comprising the Issuer's beneficial interest under each Scottish Declaration of Trust) and other related rights comprised in the Portfolio (other than in respect of the English Loans).
"**Scottish Trust**"	means the trust declared and created pursuant to each Scottish Declaration of Trust.
"**Scottish Trust Date**"	means (i) the Closing Date and (ii) thereafter, a date selected by the Seller which shall be no later than six months after the previous Scottish Trust Date.
"**SECN**"	means the securitisation sourcebook of the FCA Handbook.
"**Secured Creditors**"	means the Trustee, any Receiver appointed by the Trustee pursuant to the Deed of Charge, any Appointee, the Noteholders, the Certificateholders, the Seller, the Wet Funding Facility Provider, the Legal Title Holder, the Servicer (and any Successor Servicer), the Back-Up Servicer Facilitator, the Cash Manager (and any replacement Cash Manager), the Swap Provider, the Issuer Account Bank, the Corporate Services Provider, the Paying Agents, the Registrar, the Agent Bank, the Custodian, and any other person who is expressed in any deed supplemental to the Deed of Charge to be a secured creditor.
"**Secured Obligations**"	means any and all of the monies and liabilities which the Issuer covenants and undertakes to pay or discharge to the Secured Creditors.
"**Securities Act**"	means the United States Securities Act of 1933.
"**Securitisation Repository**"	means European DataWarehouse Ltd., being a "**securitisation repository**" for the purposes of the UK Securitisation Framework.
"**Securitisation Tax Regulations**"	means the Taxation of Securitisation Companies Regulations 2006 (SI 2006/3296) (as amended).
"**Security Documents**"	means the Deed of Charge, each Scottish Supplemental Charge and any other security document that may at any time be given as security for any of the Secured Obligations pursuant to or in connection with any Transaction Document.
"**Self-Certified Mortgage Loan**"	means a mortgage loan marketed and underwritten on the premise that the loan applicant or, as applicable, any intermediary, was made aware that the information provided might not be verified by the originator.
"**Seller**"	means Cynergy Bank plc.

"**Seller Power of Attorney**"	means the power of attorney granted by the Seller in favour of the Issuer and the Trustee on the Closing Date, substantially in the form set out in schedule 5 (*Seller Power of Attorney*) of the Mortgage Sale Agreement.
"**Seller's Policies**"	means the originating, underwriting, administration, collections, arrears, exception and enforcement policies and governance procedures applicable to the Loans, the Overdrafts and their Related Security and the Lending Criteria, each as amended and/or replaced from time to time.
"**Servicer**"	means Cynergy Bank plc, acting as servicer of the Loans and Overdrafts.
"**Servicer Power of Attorney**"	means the power of attorney contained in clause 11 (*Powers of Attorney*) of the Servicing Agreement.
"**Servicer Report**"	means the servicer report prepared by the Servicer in accordance with the Servicing Agreement in the form agreed between the Servicer and the Issuer from time to time, in consultation with the Cash Manager.
"**Servicing Agreement**"	means the agreement so named pursuant to which the Servicer agrees to service the Loans, the Overdrafts and their Related Security entered into by, among others, the Issuer, the Trustee, the Seller and the Servicer on or around the Closing Date.
"**Set-off Collateral**"	means any collateral, including any interest and distributions, which may be provided by the Seller to the Issuer in accordance with the terms of the Mortgage Sale Agreement, in connection with the Set-off Indemnity and which is expressed to be subject to the security granted under the Set-off Collateral Security Agreement.
"**Set-off Collateral Account**"	means each account or accounts opened by the Seller in accordance with the provisions of the Cash Management Agreement, the Set-off Collateral Security Agreement and the Mortgage Sale Agreement, into which any Set-off Collateral will be posted by the Seller which, for the avoidance of doubt, shall include, if applicable, any custody account in respect of any Set-off Collateral in the form of securities posted as collateral under the Mortgage Sale Agreement in respect of the Set-off Indemnity and the Set-off Reserve Fund Delivery Amount.
"**Set-off Collateral Security Agreement**"	means the security agreement entered into between the Seller, the Issuer and the Trustee in respect of the Set-off Collateral on or about the Closing Date.
"**Set-off Indemnity Amount**"	means a payment made, or due to be made, by the Seller under the Set-off Indemnity.
"**Set-off Indemnity Shortfall**"	means, if the Seller is required to make a payment to the Issuer in respect of the Set-off Indemnity in accordance with the terms of the Mortgage Sale Agreement and such payment is not made within 20 Business Days of the date on which the payment obligation arises, the amount of any such non-payment.
"**Set-off Reserve Fund**"	means the set-off reserve fund established in the Issuer Transaction Account and recorded on the Set-off Reserve Fund Ledger, and made available to meet Set-off Indemnity Shortfalls following the occurrence of a Set-off Reserve Fund Event.
"**Set-off Reserve Fund Delivery Amount**"	means, as at any date of determination, the Set-off Collateral Minimum Amount as at that date.

"**Set-off Reserve Fund Event**"	means the Seller determines, as at any date, that its CET1 Ratio has fallen below 7per cent..
"**Severe Deterioration Event**"	means the Seller determines, as at any date, that its CET1 Ratio has fallen below 7per cent..
"**Share Trust Deed**"	means the share trust deed dated 7 October 2025 entered into by the Share Trustee.
"**Share Trustee**"	means CSC Corporate Services (UK) Limited, a private limited company incorporated under the laws of England and Wales with company number 10831084, having its registered office at 10th Floor, 5 Churchill Place, London, England, E14 5HU.
"**Solvency II**"	means Directive 2009/138/EC of the European Parliament and the Council of 25 November 2009 on the taking-up and pursuit of the business of insurance and reinsurance.
"**Solvency II Regulation**"	means the Commission Delegated Regulation (EU) 2015/35 of 10 October 2014 supplementing Solvency II as it forms part of domestic law of the United Kingdom by virtue of the EUWA.
"**SONIA**"	means the Sterling Overnight Index Average.
"**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 authorised distributors and as then published on the Relevant Screen Page or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors (on the Business Day immediately following such Business Day), **provided that**: (A) if, in respect of any relevant Business Day, the Agent Bank determines that the SONIA Reference Rate is not available on the Relevant Screen Page and has not otherwise been published by the relevant authorised distributors, such SONIA Reference Rate shall be: (i) the Bank of England's bank rate (the "**Bank Rate**") prevailing at close of business on the relevant Business Day; *plus* (ii) the mean of the spread of the SONIA Reference Rate to the Bank Rate over the previous five 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; and (B) notwithstanding paragraph (a) above, in the event the Bank of England publishes guidance as to: (i) how the SONIA Reference Rate is to be determined; or (ii) any rate that is to replace the SONIA Reference Rate,

	the Agent Bank shall, subject to receiving written instructions from the Issuer and to the extent that it is reasonably practicable with the Agent Bank's prior agreement, follow such guidance in order to determine SONIA$_{i-5LBD}$, for so long as the SONIA Reference Rate is not available on the Relevant Screen Page and has not otherwise been published by the authorised distributors.
"**SR 2024**"	means Securitisation Regulation 2024 (SI 2024/102) as amended.
"**SR Website**"	means the website of the Securitisation Repository, being Eurodw.co.uk or (or such other website as may be notified by the Seller to the Issuer, the Servicer, the Cash Manager, the Trustee, the Noteholders and the Certificateholders) which complies with the requirements set out in Article 7(2) of Chapter 2 of the PRASR and SECN 6.3.4R.
"**SSPE**"	means securitisation special purpose entity.
"**Standard Documentation**"	means the standard documentation of the Seller, a list of which is set out in exhibit 2 (*Standard Documentation*) to the Mortgage Sale Agreement, or any update or replacement therefor as permitted by the terms of the Mortgage Sale Agreement.
"**Structuring Fee**"	means any fee designated as a structuring, arranging, product or origination fee in connection with a Loan or Overdraft and which is payable by the Borrower to the Seller pursuant to the relevant Mortgage Conditions and/or the terms and conditions applicable in respect of that Overdraft, as applicable, in consideration for structuring and origination services provided to that Borrower by the Seller.
"**Subscription Agreement**"	means the subscription agreement dated on or around 17 December 2025 between the Seller, the Arranger, the Lead Manager and the Issuer.
"**Subsequent Purchase Price** "	means, in respect of any New Loan, Further Advance, Authorised Overdraft, Authorised Overdraft Extension or Drawing in respect of an Unarranged Overdraft, the purchase price payable in respect thereof which shall be equal to (i) in respect of any New Loan, Further Advance or Drawing in respect of any Drawing under an Unarranged Overdraft, the Principal Balance in respect of that New Loan, Further Advance or Drawing as at the relevant Sale Date in respect thereof plus any accrued but unpaid interest in respect thereof, as at the relevant Sale Date (ii) in respect of an Authorised Overdraft or Authorised Overdraft Extension (A) an amount equal to the Principal Balance of any Authorised Overdraft or Authorised Overdraft Extension sold to the Issuer following the Closing Date and during the Replenishment Period plus any accrued but unpaid interest in respect thereof as at the relevant Sale Date, plus (B) an amount equal to the Undrawn Amount in respect of any Authorised Overdraft or Authorised Overdraft Extension as at the relevant Sale Date, provided that, amounts under this paragraph (B) are due and payable only following a Drawing being made in respect of that Undrawn Amount and in an amount equal to such Drawing (iii) in respect of a Drawing under an Unauthorised Overdraft, the Principal Balance of such Drawing in respect of that Unauthorised Overdraft as at the relevant Drawing Date, and, provided that, for the purposes of this definition of "Subsequent Purchase Price", any reference to the "Sale Date" shall be deemed, in respect of any

	New Loan, Further Advance, New Authorised Overdraft, Authorised Overdraft Extension and Product Switch Loan which is advanced, provided or implemented, as applicable, during the period from (and excluding) the Cut-off Date to (and including) the Closing Date and which is sold to the Issuer on the First Sale Date to be a reference to the date on which that New Loan, Further Advance, New Authorised Overdraft, Authorised Overdraft Extension and Product Switch Loan was advanced, provided or implemented, as applicable.
"**Swap Agreement**"	means an ISDA Master Agreement, the Schedule thereto, any credit support annexes or other credit support documents related thereto entered into between the Issuer and the Swap Provider on or around the Closing Date and each swap transaction confirmation thereunder and the swap transactions effected thereunder (or such Replacement Swap Agreement as the Issuer may enter into in accordance with the Transaction Documents).
"**Swap Collateral**"	means any collateral, including any interest and distributions thereon, which may be provided by the Swap Provider to the Issuer in accordance with the terms of the Swap Agreement.
"**Swap Collateral Accounts**"	means, collectively, the Swap Collateral Cash Account(s) and the Swap Collateral Securities Account(s) (each a "**Swap Collateral Account**") in the name of the Issuer means and each account or accounts opened by the Issuer and maintained with the Issuer Account Bank in accordance with the provisions of the Bank Account Agreement, the Custody Agreement, the Cash Management Agreement, the Deed of Charge and the Swap Agreement, into which (i) any Swap Collateral will be posted by the Swap Provider; (ii) any Replacement Swap Premium shall be paid by a replacement swap provider; (iii) any termination payment owed to the Issuer from an outgoing Swap Provider shall be paid; and (iv) any Swap Tax Credits shall be paid, pursuant to the Swap Agreement which, for the avoidance of doubt, shall include, if applicable, any custody account in respect of any Swap Collateral in the form of securities posted as collateral under the Swap Agreement.
"**Swap Collateral Account Surplus**"	means in respect of a Swap Collateral Account the amounts to be transferred to the Issuer Transaction Account to be applied as Available Revenue Receipts pursuant to the Swap Collateral Account Priority of Payments.
"**Swap Collateral Cash Account**"	means any bank account for cash deposits opened in the name of the Issuer in respect of any Swap Collateral in the form of cash and held at the Issuer Account Bank and maintained pursuant to the terms of the Bank Account Agreement, and such additional accounts or replacement bank account of the Issuer as may, from time to time, be in place in respect of Swap Collateral in the form of cash pursuant to the terms of the Transaction Documents.
"**Swap Collateral Securities Account**"	means any securities account opened by the Issuer in accordance with the provisions of the Custody Agreement in respect of any Swap Collateral in the form of securities which is transferred by the Swap Provider to the Issuer in accordance with the Swap Agreement and held at the Custodian and maintained pursuant to the terms of the Custody Agreement, and such additional custody accounts or replacement custody account of the Issuer as may, from time to time, be in place in respect of Swap Collateral in the form of securities pursuant to the terms of the Transaction Documents.

"**Swap Payment Date**"	means any Interest Payment Date on which a payment is made by either the Issuer or the Swap Provider in accordance with the Swap Agreement.
"**Swap Provider**"	means, as at the Closing Date, NatWest Markets Plc, with its registered office at 250 Bishopsgate, London EC2M 4AA, United Kingdom (or such other replacement parties as may be appointed by the Issuer in accordance with the Transaction Documents).
"**Swap Provider Default**"	means the occurrence of an Event of Default (as defined in the Swap Agreement) in respect of which the Swap Provider is the Defaulting Party (as defined in the Swap Agreement).
"**Swap Provider Downgrade Event**"	means 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 Provider Swap Amount**"	means, on each Interest Payment Date (subject to such amount netting against the Issuer Swap Amount if any due from the Issuer on such date), the amount the Swap Provider shall pay to the Issuer pursuant to the Swap Agreement, which shall be equal to the product of: (a) the aggregate notional amount of all the relevant Swap Transaction for the related calculation period; (b) Compounded Daily SONIA for the related calculation period; and (c) the day count fraction (Actual/365 (Fixed)), **provided that**, in the event Compounded Daily SONIA as calculated under the Swap Agreement is negative for any related calculation period such that the amount due and payable by the Swap Provider to the Issuer on such Interest Payment Date would be a negative sum, the Issuer shall instead pay to the Swap Provider the absolute value of such amount as part of the Issuer Swap Amount.
"**Swap Rate Modification**"	means 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 judgement of the Issuer (or the Seller on its behalf) and (in the case of the Swap Agreement) 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.
"**Swap Subordinated Amounts**"	means, in relation to the Swap Agreement, the amount of any termination payment due and payable to the Swap Provider as a result of a Swap Provider Default or a Swap Provider Downgrade Event except to the extent such amount has already been paid pursuant to the Swap Collateral Account Priority of Payments.
"**Swap Tax Credits**"	means 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.
"**Swap Transaction**"	means a swap transaction between the Issuer and the Swap Provider pursuant to the Swap Agreement.
"**Tax/Illegality Event Option**"	means the call option as described in Condition 8.6 (*Mandatory Redemption of the Notes following the exercise of the Tax/Illegality Event Option*).

"**Tax/Illegality Event Option Completion Date**"	means the Interest Payment Date on which the sale and transfer of the Tax/Illegality Event Option Loans pursuant to the exercise of the Tax/Illegality Event Option is expected to be completed pursuant to the terms of the Deed Poll.
"**Tax/Illegality Event Option Loans**"	means all (but not some) of the Loans and Overdrafts in the Portfolio and their Related Security.
"**TCF**"	means the principle of treating customers fairly as set out at Principle 6 of the Principles for Businesses sourcebook of the FCA Handbook.
"**Third Party Amounts**"	means any amounts applied from time to time in accordance with the Servicing Agreement and Cash Management Agreement in making payment of certain monies which properly belong to third parties (including the Seller) and to the extent that such amounts are not provided for separately in the relevant Priority of Payments, such third party amounts including (but not limited to): (a) fees deducted from the Collection Account by the Collection Account Bank; and (b) 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.
"**Third Party Buildings Policy**"	means in relation to each Property: (a) any buildings insurance policy taken out by a Borrower; or (b) (in the case of leasehold Property) any buildings insurance policy taken out by a Borrower, the landlord of a Borrower, a superior landlord or a management company under the lease of such Property, and, in each case, 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) (but which, for the avoidance of doubt, in each such case excludes any Legal Title Holder Insurance Policies).
"**Title Deeds**"	means, in relation to each Loan in the Portfolio and its Related Security and the Property relating thereto, all physical conveyancing deeds and documents which relate to the title to the Property and the security for the Loan and all physical searches and enquiries undertaken in connection with the grant to the Borrower of the related Mortgage.
"**Title Information Documents**"	means the title deeds and any related planning documents or other local authority documents relating to the Property.
"**Title Insurance Policy**"	means any insurance policy in respect of any loss arising from the existence of any adverse matter which would have been revealed had the Legal Title Holder instructed a solicitor to conduct a search or other procedure against the title to the relevant Property, which may be in place in respect of the Loans from time to time.
"**Total Overdraft Exposur**e	means, in respect of the Portfolio, on any date of determination, the aggregate Principal Balance in respect of all Overdrafts in the Portfolio plus the aggregate Undrawn Amount (if applicable) in respect of all Overdrafts in the Portfolio, in each case, as at that date.
"**Tracker Mortgage Rate**"	means the floating rate of interest charged to the Borrower in connection with the relevant Loan, calculated by applying a margin

	above the Bank of England base rate (which may be calculated subject to a floor).
"**Transaction Documents**"	means the Servicing Agreement, the Agency Agreement, the Bank Account Agreement, the Collection Account Declaration of Trust, the Cash Management Agreement, the Corporate Services Agreement, the Deed of Charge, each Scottish Supplemental Charge, the Swap Agreement, the Deed Poll, the Share Trust Deed, the Incorporated Terms Memorandum, the Mortgage Sale Agreement, the Wet Funding Facility Agreement, the Set-off Collateral Security Agreement, the Custody Agreement, each Scottish Declaration of Trust, the Trust Deed, the Seller Power of Attorney 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 Certificates, and "**Transaction Document**" means any of the above.
"**Transaction Party**"	means any person who is a party to a Transaction Document, and "**Transaction Parties**" means some or all of them.
"**Transfer Costs**"	means the Issuer's costs and expenses associated with the transfer of servicing to a successor servicer.
"**Trust Deed**"	means the deed so named dated on or about the Closing Date between the Issuer and the Trustee.
"**Trustee**"	means Citicorp Trustee Company Limited, a private limited company incorporated under the laws of England and Wales with company number 00235914, having its registered office at Citigroup Centre, Canada Square, London, E14 5LB, United Kingdom (or any other person appointed as the trustee for the purposes of the Transaction Documents in accordance with the terms of the Trust Deed).
"**Unarranged Overdraft**"	means, in relation to the current account associated with a Loan, a negative balance on that current account which has not arisen under an Authorised Overdraft but which results from the Seller applying a debit to that account in respect of fees owed by the relevant Borrower, in connection with that Loan, in accordance with the terms of the relevant Loan and/or Overdraft.
"**Unauthorised Overdraft**"	means, in relation to a current account associated with a Loan, a negative balance on that current account which has not arisen under an Authorised Overdraft or by way of an Unarranged Overdraft.
"**Undrawn Amount**"	means, in respect of an Authorised Overdraft, as at any date, the Agreed Limit in respect of that Authorised Overdraft as at that date less the Principal Balance in respect of that Authorised Overdraft as at that date.
"**UK**" or "**United Kingdom**"	means the United Kingdom of Great Britain and Northern Ireland.
"**UK Benchmarks Regulation**"	means Regulation (EU) 2016/1011 as it forms part of domestic law of the United Kingdom by virtue of the EUWA.
"**UK CRA3 Requirements**"	means the requirements of the UK CRA Regulation after the Closing Date, including as a result of the adoption of regulatory technical standards in relation to the UK CRA Regulation and the Commission Delegated Regulation 2015/3 as it forms part of the domestic law of the United Kingdom by virtue of the EUWA (including, any associated regulatory technical standards and advice, guidance or recommendations from relevant supervisory regulators), as amended from time to time.

"**UK CRA Regulation**"	means the EU CRA Regulation (as amended) as it forms part of the domestic law of the United Kingdom by virtue of the EUWA.
"**UK CRR**"	means Regulation (EU) No. 575/2013 as amended by the EU CRR Amending Regulation as it forms part of domestic law of the United Kingdom by virtue of the EUWA.
"**UK Disclosure Templates**"	means the standardised templates adopted by the FCA and the PRA under SECN 11(including its Annexes) and SECN 12 (including its Annexes) and Chapter 5 of the PRASR (including its Annexes) and Chapter 6 of the PRASR (including its Annexes), respectively, which set out the form in which the relevant reporting entity is required to comply with certain of the periodic reporting requirements.
"**UK EMIR**"	means the European Market Infrastructure Regulation (EU) No. 648/2012, as it forms part of the domestic law of the United Kingdom by virtue of the EUWA.
"**UK GDPR**"	means the General Data Protection Regulation (EU) 2016/679, as it forms part of the domestic law of the United Kingdom by virtue of the EUWA.
"**UK MiFIR**"	means Regulation (EU) No 600/2014 as it forms part of domestic law of the United Kingdom by virtue of the EUWA as amended.
"**UK MiFIR Product Governance Rules**"	means FCA Handbook Product Intervention and Product Governance Sourcebook.
"**UK PRIIPs Regulation**"	means Regulation (EU) No 1286/2014 as it forms part of the domestic law of the United Kingdom by virtue of the EUWA as amended.
"**UK Prospectus Regulation**"	Regulation (EU) 2017/1129, as it forms part of the domestic law of the United Kingdom by virtue of the EUWA, on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market and repealing Directive 2003/71/EC, as it forms part of domestic law of the United Kingdom by virtue of the EUWA.
"**UK Securitisation Framework**"	means SR 2024, SECN, and PRASR, together with the relevant provisions of FSMA.
"**U.S. Risk Retention Rules**"	means Section 15G of the Securities Exchange Act of 1934, as amended.
"**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 Reasonable, Prudent Mortgage Servicer and which has been approved by the relevant officers of the Seller.
"**Valuer**"	means an independent valuer (being a fellow or associate of the Royal Institution of Chartered Surveyors).
"**VAT**"	means: (a) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and (b) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph

(a) above or imposed elsewhere (including for the avoidance of doubt, the United Kingdom).

"**Volcker Rule**" means Section 13 of the Bank Holding Company Act of 1956, as amended.

"**Voluntary Termination**" means the resignation by the Servicer of its appointment as Servicer under the Servicing Agreement by giving not less than 12 months' (or such shorter time as may be agreed between the Servicer, the Legal Title Holder and the Issuer) written notice given by the Servicer to the other parties to the Servicing Agreement.

"**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 Certificates (not being the Notes and/or 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 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 Certificates represented by such Voting Certificate.

"**Wet Funding Facility Loan**" means the principal amount of each borrowing made under the Wet Funding Facility or the principal amount outstanding of that borrowing.

"**Wet Funding Repayment Deadline**" means, in respect of any amount drawn under the Wet Funding Facility, the date falling on the second Interest Payment Date falling after the date of such drawing, provided that, for the purposes of determining whether the Wet Funding Repayment Deadline has been met in respect of the repayment of any amount drawn under the Wet Funding Facility, repayments of amounts outstanding under the Wet Funding Facility shall be deemed to be applied to drawings made under the Wet Funding Facility starting with the oldest outstanding drawing first.

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