IMPORTANT NOTICE

IMPORTANT: YOU MUST READ THE FOLLOWING BEFORE CONTINUING. THE FOLLOWING APPLIES TO THE PROSPECTUS FOLLOWING THIS PAGE, AND YOU ARE THEREFORE ADVISED TO READ THIS CAREFULLY BEFORE READING, ACCESSING OR MAKING ANY OTHER USE OF THE PROSPECTUS. IN ACCESSING THE PROSPECTUS, YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING ANY MODIFICATIONS TO THEM ANY TIME YOU RECEIVE ANY INFORMATION FROM US AS A RESULT OF SUCH ACCESS. YOU ACKNOWLEDGE THAT YOU WILL NOT FORWARD THIS ELECTRONIC FORM OF THE PROSPECTUS TO ANY OTHER PERSON.

NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN INVITATION OR OFFER TO SELL, OR THE SOLICITATION OF AN INVITATION OR OFFER TO BUY, THE SECURITIES OF THE ISSUER.

THE NOTES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION AND THE NOTES MAY NOT BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, 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) ("**U.S. PERSONS**"), EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, AND APPLICABLE STATE OR LOCAL SECURITIES LAWS. ACCORDINGLY, THE NOTES ARE BEING OFFERED AND SOLD OUTSIDE THE UNITED STATES TO PERSONS OTHER THAN U.S. PERSONS IN RELIANCE ON REGULATION S ("**REGULATION S**") UNDER THE SECURITIES ACT. IN ADDITION, THE ISSUER HAS NOT BEEN REGISTERED AND DOES NOT INTEND TO REGISTER AS AN INVESTMENT COMPANY UNDER THE UNITED STATES INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**INVESTMENT COMPANY ACT**"). THE ACQUISITION AND TRANSFER OF THE NOTES ARE SUBJECT TO ANY ADDITIONAL RESTRICTIONS DESCRIBED IN THE PROSPECTUS.

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

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 MIFID II; OR (II) A CUSTOMER WITHIN THE MEANING OF DIRECTIVE (EU) 2016/97 (AS AMENDED, THE "**INSURANCE DISTRIBUTION DIRECTIVE**"), WHERE THAT CUSTOMER WOULD NOT QUALIFY AS A PROFESSIONAL CLIENT AS DEFINED IN POINT (10) OF ARTICLE 4(1) OF MIFID II; OR (III) NOT A QUALIFIED INVESTOR AS DEFINED IN REGULATION (EU) 2017/1129, AS AMENDED. 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 HAS BEEN PREPARED AND THEREFORE OFFERING OR SELLING THE NOTES OR OTHERWISE MAKING THEM AVAILABLE TO ANY RETAIL INVESTOR IN THE EEA MAY BE UNLAWFUL UNDER THE EU PRIIPS REGULATION.

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 ("**UK**"). 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 BY VIRTUE OF THE EUROPEAN UNION (WITHDRAWAL) ACT 2018 (AS AMENDED BY THE EUROPEAN UNION (WITHDRAWAL AGREEMENT) ACT 2020) AS AMENDED, VARIED, SUPERSEDED OR SUBSTITUTED FROM TIME TO TIME (THE "**EUWA**"); OR (II) A CUSTOMER WITHIN THE MEANING OF THE PROVISIONS OF THE FSMA AND ANY RULES OF THE FSMA TO IMPLEMENT THE INSURANCE DISTRIBUTION DIRECTIVE WHERE THAT CUSTOMER WOULD NOT QUALIFY AS A PROFESSIONAL CLIENT AS DEFINED IN POINT (8) OF ARTICLE 2(1) OF MIFID II AS IT FORMS PART OF DOMESTIC LAW BY VIRTUE OF THE EUWA. CONSEQUENTLY, NO KEY INFORMATION DOCUMENT REQUIRED BY REGULATION (EU) NO. 1286/2014 AS IT FORMS PART OF DOMESTIC LAW BY VIRTUE OF THE EUWA (THE "**UK PRIIPS REGULATION**") FOR OFFERING OR SELLING THE NOTES OR OTHERWISE MAKING THEM AVAILABLE TO RETAIL INVESTORS IN THE UK HAS BEEN PREPARED AND THEREFORE OFFERING OR SELLING THE NOTES OR OTHERWISE MAKING THEM AVAILABLE TO ANY RETAIL INVESTOR IN THE UK MAY BE UNLAWFUL UNDER THE UK PRIIPS REGULATION.

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, "**MIFID II**"); AND (II) ALL CHANNELS FOR DISTRIBUTION OF THE NOTES TO ELIGIBLE COUNTERPARTIES AND PROFESSIONAL CLIENTS ARE APPROPRIATE. ANY PERSON SUBSEQUENTLY OFFERING, SELLING OR RECOMMENDING THE NOTES (A "**DISTRIBUTOR**") SHOULD TAKE INTO CONSIDERATION THE MANUFACTURERS' TARGET MARKET ASSESSMENT; HOWEVER, A DISTRIBUTOR SUBJECT TO MIFID II IS RESPONSIBLE FOR UNDERTAKING ITS OWN TARGET MARKET ASSESSMENT IN RESPECT OF THE NOTES (BY EITHER ADOPTING OR REFINING THE MANUFACTURERS' TARGET MARKET ASSESSMENT) AND DETERMINING APPROPRIATE DISTRIBUTION CHANNELS.

UK MIFIR PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET – SOLELY FOR THE PURPOSES OF EACH MANUFACTURER'S PRODUCT APPROVAL PROCESS, THE TARGET MARKET ASSESSMENT IN RESPECT OF THE NOTES 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 BY VIRTUE OF THE EUWA ("**UK MIFIR**"); AND (II) ALL CHANNELS FOR DISTRIBUTION OF THE NOTES TO ELIGIBLE COUNTERPARTIES AND PROFESSIONAL CLIENTS ARE APPROPRIATE. ANY PERSON SUBSEQUENTLY OFFERING, SELLING OR RECOMMENDING THE NOTES (A "DISTRIBUTOR") SHOULD TAKE INTO CONSIDERATION THE MANUFACTURERS' TARGET MARKET ASSESSMENT; HOWEVER, A DISTRIBUTOR SUBJECT TO THE FCA HANDBOOK PRODUCT INTERVENTION AND PRODUCT GOVERNANCE SOURCEBOOK

("**UK MIFIR PRODUCT GOVERNANCE RULES**") IS RESPONSIBLE FOR UNDERTAKING ITS OWN TARGET MARKET ASSESSMENT IN RESPECT OF THE NOTES (BY EITHER ADOPTING OR REFINING THE MANUFACTURERS' TARGET MARKET ASSESSMENT) AND DETERMINING APPROPRIATE DISTRIBUTION CHANNELS.

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

This Prospectus has been delivered to you on the basis that you are a person into whose possession this Prospectus may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorised to, deliver this Prospectus to any other person. In order to be eligible to view this Prospectus or make an investment decision with respect to the securities, investors must not be U.S. Persons (within the meaning of Regulation S under the Securities Act). This Prospectus is being sent at your request and by accessing the Prospectus, you shall be deemed to have confirmed and represented to us that (a) you have understood and agree to the terms set out herein, (b) you consent to delivery of the Prospectus by electronic transmission, (c) you are not a U.S. Person (within the meaning of Regulation S) or acting for the account or benefit of a U.S. Person (within the meaning of Regulation S) and the electronic mail address that you have given to us and to which this e-mail has been delivered is not located in the United States, its territories and possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands) or the District of Columbia and (d) if you are a person in the United Kingdom, then you are a person who (i) has professional experience in matters relating to investments or (ii) is a high net worth entity falling within Article 49(2)(a) to (d) of the Financial Services and Markets Act (Financial Promotion) Order 2005.

You are reminded that this Prospectus has been delivered to you on the basis that you are a person into whose possession this Prospectus may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorised to, deliver this Prospectus to any other person.

The Notes of each Class sold outside the United States to Non-U.S. Persons in reliance on Regulation S will each be represented on issue by a global certificate in registered form (each, a "**Global Note**" and together, the "**Global Notes**") which will be deposited on or about the Closing Date with, and registered in the name of, a nominee of a common safekeeper for Euroclear and Clearstream, Luxembourg. U.S. Persons may not hold an interest in any Notes sold in reliance on Regulation S.

Ownership interests in Global Notes will be shown on, and transfers thereof will only be effected through, records maintained by Euroclear Bank S.A./N.V. ("**Euroclear**"), Clearstream Banking *société anonyme* ("**Clearstream, Luxembourg**") and their respective participants. The Notes in registered definitive form will be issued only in limited circumstances, and will be registered in the name of the holder (or a nominee thereof). In each case, purchasers and transferees of the Notes will be deemed and in certain circumstances will be required to have made certain representations and agreements. See "*Description of the Global Notes*" and "*Transfer Restrictions and Investor Representations*" below.

This Prospectus has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently none of Elvet Mortgages 2025-1 PLC (the "**Issuer**"), Atom Bank Plc, Banco Santander, S.A., NatWest Markets Plc nor any person who controls any such person nor any director, officer, employee or agent of any such person or affiliate of any such person accepts any liability or responsibility whatsoever in respect of any difference between the Prospectus distributed to you in electronic format and the hard copy version available to you on request from Banco Santander, S.A. and NatWest Markets Plc.

Elvet Mortgages 2025-1 PLC

(*Incorporated in England and Wales with limited liability, registered number 16107802*)

*(Legal entity identifier ("**LEI**") number 213800S9QIXMUSYLIV07)*

(Securitisation transaction unique identifier 213800YWQOYL4VQODV50N202501)

Class of Notes	Initial Principal Amount	Issue Price	Interest Rate	Margin (payable up to and including the Step-Up Date)	Step-Up Margin (payable after the Step-Up Date)	Ratings (Fitch & DBRS)	Final Maturity Date
OFFERED SECURITIES							
Class A Notes	£309,700,000	100%	Compounded Daily SONIA + Margin or Step-up Margin, as applicable	0.56% per annum	1.12% per annum	AAA(sf)/ AAA(sf)	The Interest Payment Date falling in December 2066
Class B Notes	£29,304,000	100%	Compounded Daily SONIA + Margin or Step-up Margin, as applicable	0.00% per annum	0.00% per annum	N/A	The Interest Payment Date falling in December 2066

ARRANGER

SANTANDER CORPORATE & INVESTMENT BANKING

JOINT LEAD MANAGERS

SANTANDER CORPORATE & INVESTMENT BANKING

NATWEST MARKETS

The date of this Prospectus is 11 February 2025

IMPORTANT NOTICE

THE NOTES WILL BE OBLIGATIONS OF THE ISSUER ONLY. THE NOTES WILL NOT BE OBLIGATIONS OF, OR THE RESPONSIBILITY OF, OR GUARANTEED BY, ANY PERSON OTHER THAN THE ISSUER. IN PARTICULAR, THE NOTES WILL NOT BE OBLIGATIONS OF, OR THE RESPONSIBILITY OF, OR GUARANTEED BY, ANY OF THE SELLER, THE SUBORDINATED LOAN PROVIDER, THE SWAP PROVIDER, THE ARRANGER, THE JOINT LEAD MANAGERS, THE SERVICER, THE CASH MANAGER, THE CITI ACCOUNT BANK, THE SANTANDER ACCOUNT BANK, THE CUSTODIAN, THE COLLECTION ACCOUNT BANK, HOLDINGS, THE CORPORATE SERVICES PROVIDER, THE STANDBY SERVICER FACILITATOR, THE AGENT BANK, THE REGISTRAR, THE PRINCIPAL PAYING AGENT, THE NOTE TRUSTEE, THE SECURITY TRUSTEE (EACH AS DEFINED HEREIN), ANY COMPANY IN THE SAME GROUP OF COMPANIES AS ANY SUCH ENTITIES OR ANY OTHER PARTY TO THE TRANSACTION DOCUMENTS (TOGETHER, THE "RELEVANT PARTIES"). NO LIABILITY WHATSOEVER IN RESPECT OF ANY FAILURE BY THE ISSUER TO PAY ANY AMOUNT DUE UNDER THE NOTES SHALL BE ACCEPTED BY ANY OF THE RELEVANT PARTIES OR BY ANY PERSON OTHER THAN THE ISSUER.

The Notes will each be represented on issue by the Global Notes. The Notes may be issued in registered definitive form under certain circumstances.

THE DISTRIBUTION OF THIS PROSPECTUS AND THE OFFERING OF THE NOTES MAY, IN CERTAIN JURISDICTIONS, 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 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 FINANCIAL CONDUCT AUTHORITY, NO ACTION HAS BEEN OR WILL BE TAKEN BY THE ISSUER OR BY ANY RELEVANT PARTY WHICH WOULD PERMIT A PUBLIC OFFERING OF THE NOTES OR DISTRIBUTION OF THIS PROSPECTUS IN ANY JURISDICTION WHERE ACTION FOR THAT PURPOSE IS REQUIRED. ACCORDINGLY, THE NOTES MAY NOT BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, AND NEITHER THIS PROSPECTUS NOR ANY PART HEREOF NOR ANY OTHER OFFERING DOCUMENT, PROSPECTUS, FORM OF APPLICATION, ADVERTISEMENT OR OTHER OFFERING MATERIAL OR INFORMATION 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 JOINT LEAD MANAGERS TO INFORM THEMSELVES ABOUT AND TO OBSERVE ANY SUCH RESTRICTIONS.

THE NOTES 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 HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF

1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS 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) ("U.S. PERSONS") EXCEPT PURSUANT TO AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS. FOR A DESCRIPTION OF CERTAIN RESTRICTIONS ON RESALES OR TRANSFERS, SEE "*TRANSFER RESTRICTIONS AND INVESTOR REPRESENTATIONS*".

Each initial and subsequent purchaser of the Notes will be deemed by its acceptance of such Notes to have made certain acknowledgements, representations and agreements intended to restrict the resale or other transfer of the Notes as set out in the Subscription Agreement and described in this Prospectus and, in connection therewith, may be required to provide confirmation of its compliance with such resale and other transfer restrictions in certain cases. See "*Transfer Restrictions and Investor Representations*".

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

The Issuer accepts responsibility for the information contained in this Prospectus. To the best of its knowledge, the information contained in this Prospectus is in accordance with the facts and this Prospectus does not omit anything likely to affect the import of such information. Any information sourced from third parties contained in this Prospectus has been accurately reproduced (and is clearly sourced where it appears in this Prospectus) and, as far as the Issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

The Seller accepts responsibility for the information set out in the sections headed "*The Seller, the Servicer and Subordinated Loan Provider*", "*The Loans*", "*Characteristics of the Provisional Portfolio*, *Characteristics of the United Kingdom Residential Mortgage Market*", "*Certain Regulatory Disclosures – Credit-granting*" and the initial paragraph in the section entitled "*Certain Regulatory Disclosures - Risk Retention Requirements*". To the best of the knowledge of the Seller, the information contained in the sections referred to in this paragraph is in accordance with the facts and this Prospectus 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 Seller as to the accuracy or completeness of any information contained in this Prospectus (other than in the sections referred to above and not specifically excluded therein) or any other information supplied in connection with the Notes or their distribution.

Citibank, N.A., London Branch accepts responsibility for the information set out in the section headed "*The Cash Manager, Principal Paying Agent, Agent Bank, Registrar, Custodian and Citi Account Bank*". To the best of the knowledge of Citibank, N.A., London Branch, 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 Citibank, N.A., London Branch 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 or their distribution.

Banco Santander S.A., London Branch accepts responsibility for the information set out in the section headed "*The Santander Account Bank*". To the best of the knowledge of Banco Santander S.A., London Branch (having taken all reasonable care to ensure that such is the case), 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 Banco Santander S.A., London Branch 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 or their distribution.

Each of the Note Trustee and the Security Trustee accepts responsibility for the information set out in the section headed "*The Note Trustee and the Security Trustee*". To the best of the knowledge of the Note Trustee and the Security Trustee, the information contained in the section referred to in this paragraph is in accordance with the facts and does not omit anything likely to affect the import of such information. No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Note Trustee or the Security 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 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 or their distribution.

Law Debenture Corporate Services Limited accepts responsibility for the information set out in the section headed "*The Corporate Services Provider and Standby Servicer Facilitator*". To the best of the knowledge of Law Debenture Corporate Services Limited, 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 Law Debenture Corporate Services Limited 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 or their distribution.

No person is authorised to give any information or to make any representation in connection with the offering or sale of the Notes 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 Note Trustee or the Security Trustee, the Arranger, the Joint Lead Managers 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 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 Note Trustee, the Security Trustee, the Seller, the Joint Lead Managers or the Arranger as to the accuracy or completeness of such information. None of the Arranger, the Joint Lead Managers, the Seller, the Note Trustee or the Security Trustee have separately verified the information contained herein. Accordingly, none of the Arranger, the Joint Lead Managers, the Seller, the Note Trustee or the Security Trustee makes any representation, express or implied, or accepts any responsibility, with respect to the accuracy or completeness of any of the information in this Prospectus or any document or agreement relating to the Notes or any Transaction Document. None of the Seller, the Note Trustee, the Security Trustee, the Arranger or the Joint Lead Managers shall be responsible for, any matter which is the subject of, any statement, representation, warranty or covenant of the Issuer contained in the Notes or any Transaction Documents, or any other agreement or document relating to the Notes 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.

This Prospectus does not constitute an offer of, or an invitation by or on behalf of, the Issuer, the Seller, the Note Trustee, the Security Trustee, the Joint Lead Managers, the Arranger, or any of them to subscribe for or purchase any of the Notes 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 will be subject to any applicable withholding taxes without the Issuer or any other person being obliged to pay additional amounts to compensate Noteholders for the lesser amounts the Noteholders 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**"). References in this Prospectus to "**€**", "**EUR**" and "**euro**" are references to the single currency introduced at the third stage of European Economic and Monetary Union pursuant to the Treaty on the Functioning of the European Union (as amended).

In this Prospectus all references to the "**FCA**" are to the United Kingdom Financial Conduct Authority which replaced the Financial Services Authority (the "**FSA**") pursuant to the provisions of the UK Financial Services Act 2012. All references to the "**PRA**" are to the United Kingdom Prudential Regulation Authority, which was also created by the UK Financial Services Act 2012.

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.

This Prospectus contains substantial information concerning the Transaction Parties, including the Seller, the Issuer, the Security Trustee, the Note Trustee, the Cash Manager and the Servicer, and information concerning the Notes. Potential investors are urged to review this Prospectus in its entirety. The obligations of the parties with respect to the transactions contemplated in this Prospectus are set forth herein and will be governed by certain documents described in this Prospectus, and all of the statements and information in this Prospectus are qualified in their entirety by reference to such documents.

Cross-references are included in this Prospectus to captions where you can find additional information. The "*Table of Contents*" in this Prospectus provides the locations of these captions. The "*Index of Defined Terms*" in this Prospectus directs you to the locations of the definitions of capitalised terms used in this Prospectus.

PROSPECTIVE PURCHASERS ARE NOT TO CONSTRUE THE CONTENTS OF THIS PROSPECTUS OR ANY PRIOR OR SUBSEQUENT COMMUNICATIONS FROM THE ARRANGER, THE JOINT LEAD MANAGERS, THE TRANSACTION PARTIES INCLUDING THE SELLER, THE ISSUER, THE SECURITY TRUSTEE, THE NOTE TRUSTEE, THE CASH MANAGER OR THE SERVICER OR ANY OF THEIR OFFICERS, EMPLOYEES OR AGENTS AS INVESTMENT, LEGAL, ACCOUNTING OR TAX ADVICE. PRIOR TO INVESTING IN THE NOTES, A PROSPECTIVE PURCHASER SHOULD CONSULT WITH ITS LAWYERS AND ITS INVESTMENT, ACCOUNTING, REGULATORY AND TAX ADVISORS TO DETERMINE THE CONSEQUENCES OF AN INVESTMENT IN THE NOTES AND ARRIVE AT AN INDEPENDENT EVALUATION OF SUCH INVESTMENT.

THE NOTES HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES ACT OR UNDER THE SECURITIES LAWS OF ANY OTHER JURISDICTION AND THE ISSUER IS NOT AND WILL NOT BE REGISTERED UNDER THE UNITED STATES INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**INVESTMENT COMPANY ACT**"). THE ISSUER WILL BE RELYING ON AN EXCLUSION OR EXEMPTION FROM THE DEFINITION OF "INVESTMENT COMPANY" UNDER THE INVESTMENT COMPANY ACT CONTAINED IN SECTION 3(c)(5)(C) OF THE INVESTMENT COMPANY ACT, ALTHOUGH THERE MAY BE OTHER EXEMPTIONS, EXCLUSIONS OR EXCEPTIONS AVAILABLE. THE ISSUER HAS BEEN STRUCTURED SO AS NOT TO CONSTITUTE A "COVERED FUND" FOR PURPOSES OF SECTION 619 OF THE DODD-FRANK WALL STREET REFORM AND CONSUMER PROTECTION ACT. THE RESALE OR TRANSFER OF THE NOTES IS RESTRICTED BY THE TERMS THEREOF AND BY THE TERMS OF THE TRUST DEED. SEE "*NOTICE* TO INVESTORS". INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THEIR INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

THIS PROSPECTUS IS FURNISHED TO THE RECIPIENT OF THIS ELECTRONIC TRANSMISSION SOLELY FOR THE PURPOSE OF EVALUATING THE INVESTMENT OFFERED HEREBY. THE INFORMATION CONTAINED HEREIN MAY NOT BE REPRODUCED OR USED IN WHOLE OR IN PART FOR ANY OTHER PURPOSE.

THE NOTES HAVE NOT BEEN REGISTERED WITH OR APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR BY ANY STATE OR FOREIGN SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE OR FOREIGN SECURITIES COMMISSION REVIEWED OR PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE UNDER UNITED STATES LAW.

THE NOTES REPRESENT LIMITED RECOURSE OBLIGATIONS OF THE ISSUER. NEITHER THE NOTES NOR THE LOANS WILL REPRESENT INTERESTS IN OR OBLIGATIONS OF THE SELLER, THE SECURITY TRUSTEE, THE NOTE TRUSTEE, ANY OTHER TRANSACTION PARTY OR ANY OF THEIR OFFICERS, EMPLOYEES, AGENTS OR AFFILIATES OR ANY OTHER ENTITY. NEITHER THE NOTES NOR THE LOANS WILL BE GUARANTEED OR INSURED BY ANY GOVERNMENTAL AGENCY OR INSTRUMENTALITY OR ANY OTHER ENTITY, INCLUDING ANY OF THE TRANSACTION PARTIES. THE ASSETS OF THE ISSUER WILL BE THE SOLE SOURCE OF PAYMENTS ON THE NOTES, AND THERE WILL BE NO RECOURSE TO THE SELLER, THE SECURITY TRUSTEE, THE NOTE TRUSTEE, ANY OTHER TRANSACTION PARTY OR ANY OF THEIR OFFICERS, EMPLOYEES, AGENTS OR AFFILIATES OR ANY OTHER ENTITY IN THE EVENT THAT PAYMENTS ON AND PROCEEDS OF THE LOANS ARE INSUFFICIENT OR OTHERWISE UNAVAILABLE TO MAKE ALL PAYMENTS PROVIDED FOR UNDER THE TRUST DEED.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS PROSPECTUS AND ANY TERM SHEET PROVIDED TO YOU PRIOR TO THE DELIVERY OF THIS PROSPECTUS AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON. THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY ANY SECURITIES OTHER THAN THE NOTES. THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, NOR WILL THERE BE ANY SALE OF THE NOTES, IN ANY STATE OR OTHER JURISDICTION IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE UNLAWFUL PRIOR TO REGISTRATION OR QUALIFICATION UNDER THE SECURITIES LAWS OF SUCH STATE OR OTHER JURISDICTION. THE DELIVERY OF THIS PROSPECTUS AT ANY TIME DOES NOT IMPLY THAT INFORMATION HEREIN IS CORRECT AS OF ANY

TIME SUBSEQUENT TO ITS DATE. EACH OF THE JOINT LEAD MANAGERS RESERVES THE RIGHT TO REJECT ANY OFFER TO PURCHASE THE NOTES IN WHOLE OR IN PART, FOR ANY REASON, OR TO SELL LESS THAN THE FULL AMOUNT OF THE NOTES OFFERED HEREBY.

THE NOTES REFERRED TO IN THIS PROSPECTUS ARE SUBJECT TO MODIFICATION OR REVISION (INCLUDING THE POSSIBILITY THAT ONE OR MORE CLASSES OF NOTES MAY BE SPLIT, COMBINED OR ELIMINATED AT ANY TIME PRIOR TO ISSUANCE OR AVAILABILITY OF A FINAL PROSPECTUS) AND ARE OFFERED ON A "WHEN, AS AND IF ISSUED" BASIS. PROSPECTIVE INVESTORS SHOULD UNDERSTAND THAT, WHEN CONSIDERING THE PURCHASE OF THESE NOTES AS TO ANY INVESTOR A CONTRACT OF SALE WILL COME INTO BEING NO SOONER THAN THE DATE ON WHICH THE JOINT LEAD MANAGERS HAVE CONFIRMED TO THE INVESTOR THE SALE OF A SPECIFIED AMOUNT OF THE RELEVANT CLASS OF NOTES AT A SPECIFIED PRICE, ANY "INDICATIONS OF INTEREST" EXPRESSED BY ANY PROSPECTIVE INVESTOR, AND ANY "SOFT CIRCLES" GENERATED BY THE JOINT LEAD MANAGERS, WILL NOT CREATE BINDING CONTRACTUAL OBLIGATIONS FOR SUCH PROSPECTIVE INVESTORS, ON THE ONE HAND, OR THE JOINT LEAD MANAGERS, THE ISSUER OR ANY OF THEIR RESPECTIVE AGENTS OR AFFILIATES, ON THE OTHER HAND.

AS A RESULT OF THE FOREGOING, A PROSPECTIVE INVESTOR MAY COMMIT TO PURCHASE NOTES THAT HAVE CHARACTERISTICS THAT MAY CHANGE, AND EACH PROSPECTIVE INVESTOR IS ADVISED THAT ALL OR A PORTION OF THE NOTES REFERRED TO IN THIS PROSPECTUS MAY BE ISSUED WITHOUT ALL OR CERTAIN OF THE CHARACTERISTICS DESCRIBED IN THIS PROSPECTUS OR MAY BE ISSUED WITH CHARACTERISTICS THAT DIFFER FROM THE CHARACTERISTICS DESCRIBED IN THIS PROSPECTUS. THE JOINT LEAD MANAGERS' OBLIGATION TO SELL NOTES TO ANY PROSPECTIVE INVESTOR IS CONDITIONAL ON THE NOTES AND THE TRANSACTION HAVING THE CHARACTERISTICS DESCRIBED HEREIN. IF THE JOINT LEAD MANAGERS DETERMINE THAT ONE OR MORE CONDITIONS ARE NOT SATISFIED IN ANY MATERIAL RESPECT, SUCH PROSPECTIVE INVESTOR WILL BE NOTIFIED, AND NONE OF THE ISSUER, THE JOINT LEAD MANAGERS OR ANY OF THEIR AGENTS OR AFFILIATES WILL HAVE ANY OBLIGATION TO SUCH PROSPECTIVE INVESTOR TO DELIVER ANY PORTION OF THE NOTES WHICH SUCH PROSPECTIVE INVESTOR HAS COMMITTED TO PURCHASE, AND THERE WILL BE NO LIABILITY BETWEEN THE JOINT LEAD MANAGERS, THE ISSUER OR ANY OF THEIR RESPECTIVE AGENTS OR AFFILIATES, ON THE ONE HAND, AND SUCH PROSPECTIVE INVESTOR, ON THE OTHER HAND, AS A CONSEQUENCE OF SUCH NON-DELIVERY.

THIS PROSPECTUS IS PERSONAL TO EACH OFFEREE AND DOES NOT CONSTITUTE AN OFFER TO ANY OTHER PERSON OR TO THE PUBLIC GENERALLY TO SUBSCRIBE FOR OR OTHERWISE ACQUIRE THE NOTES. DISTRIBUTION OF THIS PROSPECTUS TO ANY PERSON OTHER THAN THE OFFEREE AND THOSE PERSONS, IF ANY, RETAINED TO ADVISE SUCH OFFEREE WITH RESPECT THERETO IS UNAUTHORIZED, AND ANY DISCLOSURE OF ANY OF THE CONTENTS THEREOF OR HEREOF WITHOUT THE PRIOR WRITTEN CONSENT OF THE ISSUER IS PROHIBITED. EACH PROSPECTIVE PURCHASER, BY ACCEPTING DELIVERY OF THIS PROSPECTUS, AGREES TO THE FOREGOING AND THAT IT WILL NOT MAKE ANY COPIES OF, NOR FORWARD, THIS PROSPECTUS OR ANY DOCUMENTS REFERRED TO HEREIN AND, IF THE OFFEREE DOES NOT PURCHASE ANY NOTES OR THIS OFFERING IS TERMINATED, TO RETURN TO THE ISSUER THIS PROSPECTUS, AND ALL DOCUMENTS DELIVERED HEREWITH.

THIS PROSPECTUS HAS BEEN PREPARED BY THE ISSUER SOLELY FOR USE IN CONNECTION WITH THE SALE OF THE NOTES. NONE OF THE TRANSACTION PARTIES, THE ARRANGER OR THE JOINT LEAD MANAGERS MAKES ANY REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREIN.

INVESTORS INTERESTED IN PARTICIPATING IN THIS OFFERING SHOULD CONDUCT AN INDEPENDENT INVESTIGATION OF THE RISKS POSED BY AN INVESTMENT IN THE NOTES.

THE APPROPRIATE CHARACTERIZATION OF THE NOTES UNDER VARIOUS LEGAL INVESTMENT RESTRICTIONS, AND THUS THE ABILITY OF INVESTORS SUBJECT TO THESE RESTRICTIONS TO PURCHASE SUCH NOTES, IS SUBJECT TO SIGNIFICANT INTERPRETIVE UNCERTAINTIES. ACCORDINGLY, INVESTORS WHOSE INVESTMENT AUTHORITY IS SUBJECT TO LEGAL RESTRICTIONS SHOULD CONSULT THEIR OWN LEGAL ADVISORS TO DETERMINE WHETHER AND TO WHAT EXTENT THE NOTES CONSTITUTE LEGAL INVESTMENTS FOR THEM.

FORWARD-LOOKING STATEMENTS

Certain matters contained in this Prospectus are forward-looking statements. Such statements appear in a number of places in this Prospectus, including with respect to assumptions on repayment, 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", "projects", "anticipates", "continues", "intends", "plans" or similar terms. Consequently, future results may differ from the Issuer's expectations owing to a variety of factors, including (but not limited to) the economic environment changes in governmental and regulations, fiscal policy and planning or tax laws in the United Kingdom. Other factors not presently known to the Issuer generally or that the Issuer presently believes are not material could also cause results to differ materially from those expressed in the forward-looking statements included in this Prospectus. Moreover, past financial performance should not be considered a reliable indicator of future performance and prospective purchasers of the Notes 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 Arranger or the Joint Lead Managers has attempted to verify any such statements, nor does it make any representation, express or implied, with respect thereto.

Prospective investors should not, therefore, place undue reliance on any of these forward-looking statements. None of the Issuer, the Arranger, the Joint Lead Managers, the Seller, the Security Trustee, the Note Trustee or any other person 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.

This Prospectus also contains certain tables and other statistical analyses (the "**Statistical Information**"). Numerous assumptions have been used in preparing the Statistical Information, which may or may not be reflected in the material. As such, no assurance can be given as to the Statistical Information's accuracy, appropriateness or completeness in any particular context, or as to whether the Statistical Information and/or the assumptions upon which it is based reflect present market conditions or future market performance. The Statistical Information should not be construed as either projections or predictions or as legal, tax, financial or accounting advice. The average life of or the potential yields on any security cannot be predicted, because the actual rate of repayment on the underlying assets, as well as a number of other relevant factors, cannot be determined. Moreover, past financial performance should not be considered a reliable indicator of future performance and prospective purchasers of the Notes 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. No assurance can be given that the assumptions on which the possible average lives of or yields on the securities are made will prove to be realistic. None of the Arranger, the Joint Lead Managers or the Seller has attempted to verify any forward-looking statements or Statistical Information, nor have they made any representations, express or implied, with respect thereto. Prospective purchasers should therefore not place undue reliance on any of these forward-looking statements or Statistical Information. None of the Issuer, the Arranger, the Joint Lead Managers, the Seller, the Security Trustee or the Note Trustee assumes any obligation to update these forward-looking statements or Statistical Information or to update the reasons for which actual results could differ materially from those anticipated in the forward-looking statements or Statistical Information, as applicable.

NOTICE TO INVESTORS

Because of the following restrictions, prospective investors in the Notes are advised to consult legal counsel prior to making any offer, resale, pledge or other transfer of the Notes.

Each prospective purchaser of the Notes, by accepting delivery of this Prospectus, will be deemed to have represented and agreed as follows:

(i) It acknowledges that this Prospectus is personal to it and does not constitute an offer to any other person or to the public generally to subscribe for or otherwise acquire the Notes other than pursuant to Regulation S. Distribution of this Prospectus, or disclosure of any of its contents to any person other than those persons, if any, retained to advise it with respect thereto and other persons meeting the requirements of Regulation S is unauthorized, and any disclosure of any of its contents, without the prior written consent of the Issuer, is prohibited.

(ii) It agrees to make no photocopies of this Prospectus or any documents referred to herein and, if it does not purchase any Notes or the offering is terminated, to return this Prospectus and all documents referred to herein to the Issuer.

(iii) The Notes are being offered only outside the United States to Non-U.S. Persons in compliance with Regulation S.

(iv) The Notes are subject to restrictions on transferability and resale and may not be transferred or resold except (i) as permitted under the Securities Act in accordance with Regulation S, (ii) pursuant to the requirements of, or an exemption under, applicable state securities laws and (iii) in accordance with the other restrictions on transfer set forth in the Trust Deed and described below. The Agency Agreement will provide that no transfer of any Notes will be registered by the Registrar unless certain required certifications are provided to the Registrar, at the expense of the transferor and transferee, with respect to their compliance with the foregoing restrictions. Investors transferring interests in the Book-Entry Interests will be deemed to have made such certifications. The Trust Deed provides that the Issuer will have the right to require any investor that does not meet the foregoing requirements to sell the Notes that such investor holds.

(v) Pursuant to the Trust Deed, no sale, pledge or other transfer of any Notes or any beneficial interest therein may be made by any person unless such sale, pledge or other transfer complies with the requirements of the Trust Deed. Any holder of a Note desiring to effect a transfer of such Note or any beneficial interest therein will, by acceptance thereof, be deemed to have agreed to indemnify the Issuer, the Note Trustee, the Principal Paying Agent and the Registrar against any liability that may result if the transfer is not exempt from the registration requirements of the Securities Act or is not made in accordance with such applicable federal and state laws and the Trust Deed. None of the Arranger, Joint Lead Managers, Seller, Issuer, Note Trustee, Security Trustee, Cash Manager, Servicer or any of their officers, employees, agents or affiliates will be required to register the Notes under the Securities Act, qualify the Notes under the securities laws of any state, or provide registration rights to any purchaser.

(vi) In addition, pursuant to the Agency Agreement, each transferee or owner of a beneficial interest in the Notes will be required to provide the appropriate IRS Form W-9 or IRS Form W-8 (or applicable successor form), as required by the Trust Deed.

GENERAL NOTICE

EACH PURCHASER OF THE NOTES MUST COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS IN FORCE IN EACH JURISDICTION IN WHICH IT PURCHASES, OFFERS OR SELLS SUCH NOTES OR POSSESSES OR DISTRIBUTES THIS PROSPECTUS AND MUST OBTAIN ANY CONSENT, APPROVAL OR PERMISSION REQUIRED FOR THE PURCHASE, OFFER OR SALE BY IT OF SUCH NOTES UNDER THE LAWS AND REGULATIONS IN FORCE IN ANY JURISDICTIONS TO WHICH IT IS SUBJECT OR IN WHICH IT MAKES SUCH PURCHASES, OFFERS OR SALES, AND NONE OF THE ISSUER, THE SELLER, THE ARRANGER, THE JOINT LEAD MANAGERS, (OR ANY OF THEIR AFFILIATES), THE NOTE TRUSTEE OR THE SECURITY TRUSTEE (OR ANY OF THEIR RESPECTIVE AFFILIATES) SHALL HAVE ANY RESPONSIBILITY THEREFOR.

THE NOTES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OF 1933, AS AMENDED, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

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OVERVIEW

Issue Date	The Issuer will issue the Notes, in the Classes set out above on or about 13 February 2025 (the "**Closing Date**").
Standalone/ programme issuance	Standalone issuance.
Listing	This document comprises a prospectus (the "**Prospectus**"), for the purpose of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 as it forms part of domestic UK law by virtue of the European Union (Withdrawal) Act 2018 (as amended by the European Union (Withdrawal Agreement) Act 2020) as amended, varied, superseded or substituted from time to time ("**EUWA**") (as amended, the "**UK Prospectus Regulation**"). This Prospectus has been approved by the Financial Conduct Authority (the "**FCA**"), as competent authority under the 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 or the quality of the securities that are subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the securities. Such approval relates to the Class A Notes and Class B Notes (together, the "**Notes**") which are to be admitted to trading on a regulated market (a "**Regulated Market**") of the London Stock Exchange plc (the "**LSE**") or other regulated markets for the purposes of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA ("**UK MiFIR**") and/or which are to be offered to the public in the UK. Application has been made to FCA for the Notes to be admitted to the official list (the "**Official List**") in accordance with section 74 of the Financial Services and Markets Act 2000 as amended by the Financial Services and Markets Act 2023 ("**FSMA**") and to the LSE for the Notes to be admitted to trading on its Regulated Market. The Regulated Market of the LSE is a Regulated Market for the purposes of UK MiFIR. The Prospectus (as supplemented as at the relevant time, if applicable) is valid for the admission to trading of the Notes on the Regulated Market of the LSE until the time when trading on such Regulated Market begins. The obligation to supplement this Prospectus in the event of the significant new factor, material mistake or material inaccuracy does not apply, once the Notes are admitted to trading on the Regulated Market of the LSE.
Underlying Assets	The Issuer will make payments on the Notes from, *inter alia*, payments of principal and revenue received from a portfolio comprising owner-occupied mortgage loans and their related security originated by Atom Bank Plc ("**Atom Bank**" and the "**Seller**") and secured over residential properties located in England and Wales, Scotland and Northern Ireland which will be sold to the Issuer on the Closing Date (the "**Portfolio**"). The Issuer confirms that the assets backing the issue of the Notes do not consist of securities and are not part of a re-securitisation.

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

Credit Enhancement

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

- the subordination in payment of the Class B Notes;
- 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;
- prior to the earlier of the date on which (i) the Class A Notes have been redeemed in full (the "**Class A Note Redemption Date**"), (ii) service of an Enforcement Notice, (iii) an Option Date or (iv) the Redemption Date, any General Reserve Fund Excess Amounts applied as Available Revenue Receipts in the Pre-Enforcement Revenue Priority of Payments; and
- in respect of all Notes, following, whichever is earlier, the service of an Enforcement Notice, an Option Date or the Redemption Date, all amounts recorded to the credit of the General Reserve Fund Ledger, subject to application in accordance with the Post-Enforcement Priority of Payments.

See the sections entitled "*Credit Structure and Cashflow*" and "*Credit Structure*" for further details.

Liquidity Support

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

- in respect of the Class A Notes only, all amounts recorded to the credit of the General Reserve Fund Ledger; and
- in respect of the Class A Notes only, use of Principal Addition Amounts to cover only the Revenue Deficit.

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

Redemption Provisions

Information on any redemption of the Notes is summarised in the section of this Prospectus entitled "*General Terms and Conditions of the Notes*" and set out in full in Note Condition 8 (*Redemption*) of the terms and conditions of the Notes (the "**Note Conditions**").

Benchmarks Regulation

Interest payable under the Notes is calculated by reference to Compounded Daily SONIA. As at the date of this Prospectus, the administrator of SONIA is not included in ESMA's register of administrators under Article 36 of the Regulation (EU) No 2016/1011 (the "**EU Benchmarks Regulation**"). The Bank of England, as administrator of SONIA, is exempt under Article 2 of the EU Benchmarks Regulation but has issued a statement of compliance

	with the principles for financial benchmarks issued in 2013 by the International Organisation of Securities Commissions. As at the date of this Prospectus, the administrator of SONIA is not included in the FCA's register of administrators under Article 36 of Regulation (EU) 2016/1011 as it forms part of domestic law by virtue of the EUWA (the "**UK Benchmarks Regulation**"). The Bank of England, as administrator of SONIA, is exempt under Article 2 of the UK Benchmarks Regulation but has issued a statement of compliance with the principles for financial benchmarks issued in 2017 by the International Organisation of Securities Benchmarks.
Credit Rating Agencies	Fitch Ratings Ltd. ("**Fitch**"), and DBRS Ratings Ltd ("**DBRS**") (each a "**Rating Agency**" and together, the "**Rating Agencies**"). As of the date of this Prospectus, each of the Rating Agencies is a credit rating agency established in the UK and is registered under Regulation (EU) No 1060/2009 (as amended) as it forms part of domestic law by virtue of the EUWA (the "**UK CRA Regulation**"). The ratings issued by Fitch and DBRS have been endorsed by Fitch Ratings Ireland Limited and DBRS Ratings GmbH respectively. Each of Fitch Ratings Ireland Limited and DBRS Ratings GmbH is registered under Regulation (EU) No. 1060/2009 (as amended) (the "**EU CRA Regulation**"). As such, each of the Rating Agencies is included in the list of credit rating agencies published by ESMA on its website in accordance with the EU CRA Regulation.
Credit Ratings	The ratings expected to be assigned to the Class A Notes by both the Rating Agencies address, *inter alia* the likelihood of full and timely payment to the holders of the Class A Notes of all interest payable on each Interest Payment Date. Ratings are expected to be assigned to the Class A Notes on or before the Closing Date. The assignment of a rating to the Class A 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 B Notes will not be rated.
Obligations	The Notes 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.
UK Simple, Transparent and Standardised Securitisation ("STS")	It is intended that the transaction described in this Prospectus (the "**Transaction**") qualifies as an STS securitisation within the meaning of Regulation 3(1) of the Securitisation Regulations 2024 (SI 2024/102), as amended (the "**2024 UK SR SI**") and a notification will be submitted by Atom Bank to the Financial Conduct Authority ("**FCA**") promptly on or after the Closing Date and in any event no later than 15 calendar days of the Closing Date, in accordance with the securitisation sourcebook of the FCA Handbook ("**SECN**") and in particular SECN 2.5, confirming that the requirements of SECN 2.2.2R to SECN 2.2.29R have been satisfied with respect to the Notes (such notification, the "**UK STS Notification**"). The UK STS Notification, once notified to the FCA, will be available on FCA Register of Securitisation STS Notifications at https://data.fca.org.uk/#/sts/stssecuritisations (or its successor website) (the

FCA STS Register website{XE "FCA STS Register website"}). For the avoidance of doubt, the FCA STS Register website and the contents thereof do not form part of this Prospectus. In relation to the UK STS Notification, Atom Bank has been designated as the first contact point for investors and competent authorities.

The UK STS status of any series of Notes is not static and prospective investors should verify the current status of such Notes on FCA's STS Register website, which will be updated where the Notes are no longer considered to be UK STS following a decision of the FCA, another relevant UK regulator or a notification by Atom Bank.

With respect to a UK STS Notification, the Seller has used the services of Prime Collateralised Securities (PCS) UK Limited ("**PCS UK**") as a verification agent authorised pursuant to SECN 2.5.2R in connection with an assessment of the compliance of the Notes with the requirements of SECN 2.2.2R to SECN 2.2.29R (the "**UK STS Verification**") and to prepare an assessment of compliance of the Notes with the relevant provisions of Article 243 and Article 270 of the UK CRR and Articles 7 and 13 of the UK LCR Regulation (the "**UK STS Additional Assessments**").

It is expected that the UK STS Verification and the UK STS Additional Assessments prepared by PCS will be available on the following website (https://www.pcsmarket.org/sts-verification-transactions/) (the "**PCS Website**") together with detailed explanations of its scope at https://www.pcsmarket.org/disclaimer. Neither the PCS Website nor the contents thereof form part of this Prospectus. See "*Risk Factors - Certain Regulatory Risks in respect of the Notes - Simple, Transparent and Standardised Securitisations*".

Note that designation as a UK STS Securitisation does not meet, as at the date of this Prospectus, the STS requirements of Regulation (EU) 2017/2402, as amended, including (i) relevant regulatory and/or implementing technical standards or delegated regulation, or other applicable national implementing measures in relation thereto (including any applicable transitional provisions); and/or (ii) any relevant guidance and policy statements in relation thereto published by the EBA, the ESMA, the EIOPA, the European Commission and/or the European Central Bank (the "**EU Securitisation Regulation**") and, as such, better or more flexible regulatory treatment under the relevant EU regulatory regimes (in particular, under Regulation (EU) 2017/2401 (the "**EU CRR**"), Regulation (EU) No 575/2013, as amended ("**EU Capital Requirements Regulation**"), the Commission Regulation (EU) 2015/61 (as amended) ("**EU LCR Regulation**") and any relevant national implementation of Directive 2009/138/EC and Delegated Regulation (EU) 2015/35 in the EU ("**EU Solvency II**") will not be available.

"**UK LCR Regulation**" means Articles 1 to 15, 17 to 35, 37 and Annexes I and II of Chapter 2 of the Liquidity Coverage Ratio (CRR) Part of the PRA Rulebook together with any applicable guidance and statements of policy and other regulations, rules, guidance or other measures of the FCA, the Bank of England or the PRA (or their successor) implementing standards published by the Basel Committee on Banking Supervision in relation to the liquidity coverage ratio.

UK and EU Risk Retention

On the Closing Date, Atom Bank, as an originator for the purposes of the 2024 UK SR SI and the EU Securitisation Regulation, will undertake (i) to each of the Arranger and the Joint Lead Managers in the Subscription Agreement, and (ii) to the Issuer and the Security Trustee in the Deed of Charge that, for so long as any Notes remain outstanding, it will:

(a) retain a material net economic interest of not less than 5 per cent. in the securitisation in accordance with Article 6 of Chapter 2 together with Chapter 4 of the PRA Securitisation Rules ("**PRA Retention Rules**") (the "**UK Retention Requirements**"); and

(b) on a contractual basis, retain a material net economic interest of not less than 5 per cent. in the securitisation in accordance with Article 6 of the EU Securitisation Regulation (as required for the purposes of investors' compliance of Article 5(1)(d) of the EU Securitisation Regulation) (not taking into account any relevant national measures, as if it were applicable to it, but solely as such articles are interpreted and applied on the Closing Date) and until such time when Atom Bank is able to certify to the Issuer and the Note Trustee that a competent EU authority has confirmed that the satisfaction of the UK Retention Requirements will also satisfy the EU Retention Requirements due to the application of an equivalence regime or similar analogous concept, the "**EU Retention Requirements**" (the "**EU Retention Requirements**" and together with the UK Retention Requirements, the "**Retention Requirements** (the "**Retention Requirements**")).

As at the Closing Date, such interest will comprise the retention of the first loss tranche, in this case represented by Atom Bank holding the Class B Notes in accordance with:

(a) Article 6(3)(d) of Chapter 2 of the Securitisation Part of the PRA Rulebook (the "**PRA Securitisation Rules**") (the "**UK Retained Exposures**"); and

(b) Article 6(3)(d) of the EU Securitisation Regulation as such articles are interpreted and applied on the Closing Date (the "**EU Retained Exposures**" and together with the UK Retained Exposure, the "**Retained Exposures**"). See the section entitled "*Certain Regulatory Disclosures - Risk Retention Requirements*" for further information.

The obligation of Atom Bank to comply with the EU Retention Requirement is strictly contractual pursuant to the terms of the Deed of Charge and applies with respect to Article 6 of the EU Securitisation Regulation, together with any binding technical standards solely as in force on the Closing Date until such time (if ever) when Atom Bank is able to certify to the Issuer and the Note Trustee that a competent EU authority has confirmed that the satisfaction of the UK Retention Requirement will also satisfy the EU Retention Requirement due to the application of an equivalency regime or similar analogous concept.

In addition, to the extent that Article 6 of the EU Securitisation Regulation is amended or new binding technical standards are introduced, Atom Bank will be under no obligation to comply with such amendments. Each potential EU affected investor is required to independently assess and determine the sufficiency of the information described above and in this Prospectus generally for the purposes of complying with Article 5 of the EU Securitisation Regulation and any corresponding national measures which may be relevant to investors and none of the Issuer, the Seller, the Note Trustee, the Joint Lead Managers, the Arranger or any other Transaction Party makes any representation that any such information described above or elsewhere in this Prospectus is sufficient in all circumstances for such purposes.

U.S. Risk Retention Rules

Atom Bank, as "sponsor" under Section 15G of the U.S. Securities Exchange Act of 1934, as amended (the "**Securities Exchange Act**"), and the final rules related thereto published on 24 December 2014 in the Federal Register by the Office of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation, the Federal Housing Finance Agency, the Securities and Exchange Commission (the "**SEC**") and the Department of Housing and Urban Development (the "**U.S. Risk Retention Rules**"), does not intend to retain at least 5 per cent. of the "credit risk" of the "securitized assets" (each such term as defined in the U.S. Risk Retention Rules) 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. Except with the prior written consent of Atom Bank and where such sale falls within the exemption provided by Section 20 of the U.S. Risk Retention Rules, the Notes 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.

See the section entitled "*Risk Factors - Certain Regulatory Risks in respect of the Notes – U.S. Risk Retention Rules*".

The Investment Company Act

The Issuer is of the view that it is not now, and immediately following the issuance of the Notes and the application of the proceeds thereof it will not be, a "covered fund" as defined in the regulations adopted under Section 13 of the U.S. Bank Holding Company Act of 1956, as amended, commonly known as the "Volcker Rule". Although other exclusions may be available to the Issuer, this view is based on the determination that the Issuer qualifies for the exclusion from the definition of "investment company" in the Investment Company Act provided in Section 3(c)(5)(C) thereunder.

Significant Investor(s)

Atom Bank will, on the Closing Date, purchase all of the Class B Notes and retain the Class B Notes on an on-going basis for its risk retention obligations pursuant to the PRA Retention Rules and Article 6 of the EU Securitisation Regulation (in the case of the EU Securitisation Regulation, as such articles are interpreted and applied on the Closing Date).

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

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 investors 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 investors 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 they deem appropriate, all the information set out in this Prospectus so as to arrive at their own independent evaluation of the investment and (iii) confirm that an investment in the Notes 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.

RISKS RELATED TO THE LIMITED RECOURSE NATURE OF THE ISSUER'S OBLIGATIONS

Limited source of funds

The ability of the Issuer to meet its obligations to pay principal and interest on the Notes and its operating and administrative expenses will be dependent primarily on receipts from the English Loans, the Scottish Loans and the Northern Irish Loans (together, the "**Loans**") in the Portfolio, interest earned on the Issuer Accounts (other than amounts representing interest earned on any Swap Collateral), income from any Authorised Investments (other than any amount of income received in respect of any Authorised Investments that represent Swap Collateral), the General Reserve Fund (applied in accordance with the terms of the Cash Management Agreement and the Bank Account Agreement) and the net receipts relating to the Swap Transaction between the Issuer and the Swap Provider entered into under the Swap Agreement. Other than the foregoing, the Issuer is not expected to have any other funds available to it to meet its obligations under the Notes and/or any other payment obligation of the Issuer under the applicable Priority of Payments including in respect of any increased margin applicable to the Class A Notes and Class B Notes following the Step-Up Date. If such funds are insufficient, any such insufficiency will be borne by the Noteholders and the other Secured Creditors, subject to the applicable Priority of Payments. The recourse of the Noteholders and the other Secured Creditors to the Charged

Assets following service of an Enforcement Notice is described below (see further the section of this Prospectus headed "*Security and insolvency considerations*" below).

Limited recourse

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

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

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

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

then the Secured Creditors (which include (without limitation) the Noteholders) 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 (primarily payments of principal on the Notes) and interest in respect of the Notes) and such unpaid amounts shall be deemed to be discharged in full and any relevant payment rights shall be extinguished.

Yield to Maturity on the Notes

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. Prepayments on the Loans may result from early repayment of the Loans by the relevant Borrower (whether through refinancing or otherwise), sales of Properties by Borrowers (voluntarily 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. In certain circumstances, early repayment charges (which would be due on an early repayment of a Loan) may be waived for certain vulnerable Borrowers. In certain circumstances other than those of vulnerable customers, the Seller may choose to waive some or all of the early repayment charge(s) at its discretion considering the full circumstances of a loan, as part of carrying out its regular customer service. Waiver of early repayment charges is subject to delegation of authority limits. The Seller's servicing department will determine the case for any potential full or partial waiver of the early repayment charge(s) without the knowledge of whether such a loan is part of the Portfolio. In this situation, the amount of money received in relation to such early repayment will be less than what it would have been had the early repayment charge not been waived.

Ported Loans, which are Loans in relation to which the relevant Mortgages have been transferred from an existing Property to a new Property where the new Property provides replacement security for the repayment by the relevant Borrowers of the relevant Loans, will not be repurchased by the Seller. Such Loans will be redeemed and this redemption will result in an early repayment of the relevant Loans which will result in an accelerated proportionate prepayment of the Notes which will, in turn, lead to a reduction in the weighted average life of the Notes. In certain circumstances, early repayment charges may be waived or not charged in full for Ported Loans. Ported Loans are only made available by Atom Bank for so long as it exists as a going concern and Atom Bank provides the Issuer with the funds needed to redeem such Loans.

The rate of prepayment of Loans is influenced by a wide variety of economic, social and other factors, including prevailing mortgage market interest rates, the availability of alternative financing programmes, inflation, cost of living, energy prices, local and regional economic conditions and homeowner mobility. However, the rate of payment cannot be predicted. Subject to the terms and conditions of the Loans, 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 will lead to a reduction in the weighted average life of the Notes. 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). If the Seller is required to repurchase a Loan and its Related Security because, for example, one of the Loans does not materially comply with the Loan Warranties (or is a Loan in respect of which there has been a Further Advance or Product Switch), then the payment received by the Issuer will have the same effect as a prepayment of all the relevant Loans.

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.

Payments and prepayments of principal on the Loans 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 Redemption Priority of Payments (see "*Cashflows*" below).

On any Interest Payment Date from and including the Step-Up Date or any Interest Payment Date on which the Current Balance of the Portfolio is (or would, on such Interest Payment Date be) less than 10 per cent. of the Current Balance of the Portfolio as at the Cut-Off Date, the Issuer may, subject to certain conditions, redeem all of the Notes. In addition, the Issuer may, subject to the Conditions, redeem all of the Notes if a change in tax law results in the Issuer or the Swap Provider being required to deduct or withhold from any payment under Notes or the Swap Agreement any amount for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature, respectively, or if it would be unlawful for the Issuer to make, fund or allow to remain outstanding all or any of the Notes.

RISKS RELATED TO THE MORTGAGES

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

The sale by the Seller to the Issuer of the English Loans, the Northern Irish Loans and their Related Security (until legal title is conveyed) takes effect in equity only. The sale by the Seller to the Issuer of the Scottish Loans and their Related Security is given effect by a Scots law governed declaration of trust by the Seller for the benefit of the Issuer (the "**Scottish Declaration of Trust**"). 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, Wales and Northern Ireland. In each case this means that legal title to the Loans and their Related Security in the Portfolio will remain with the Seller until certain perfection trigger events occur under the terms of the Mortgage Sale Agreement (see "*Summary of the Key Transaction Documents – Mortgage Sale Agreement*", below). The Issuer has not applied, and prior to the occurrence of a Perfection Event (i) will not apply to the Land Registry of England and Wales (the "**Land Registry**") to register or record its equitable interest in the English Mortgages, (ii) will not apply to the Land Registry of Northern Ireland and/or the Registry of Deeds in Belfast (the "**Registers of Northern Ireland**") to register or record its equitable interest in the Northern Irish Mortgages and (iii) will not (and it is not competent to) apply to the General Register of Sasines or Land

Register of Scotland (as appropriate) (together the "**Registers of Scotland**") to register or record its beneficial interest in the Scottish Mortgages pursuant to the Scottish Declaration of Trust.

Further, unless (i) notice of the assignment is given to the Borrowers in respect of the English Loans, the Northern Irish Loans and their Related Security and (ii) an assignation of the Scottish Loans and their Related Security is effected by the Seller to the Issuer and notice thereof is then given to the Borrowers in respect of the Scottish Loans and their Related Security, equitable or independent set-off rights may accrue in favour of any Borrower against his or her obligation to make payments to the Seller under the relevant Loan. These rights may result in the Issuer receiving reduced payments on the Loans. The transfer of the benefit of any Loans to the Issuer will continue to be subject to any prior rights any applicable Borrower may become entitled to after the transfer. Where notice of the assignment or assignation is given to any Borrower, however, some rights of set-off (being those rights that are not connected with or related to the relevant Loan) 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 set-off in relation to the Portfolio, see below "*Set-off may adversely affect the value of the Portfolio or any part thereof*".

As a consequence of the Issuer not obtaining legal title to the Loans and their Related Security or the Properties secured thereby, a *bona fide* purchaser from the Seller for value of any of such Loans and their Related Security without notice of any of the interests of the Issuer 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 and its Related Security, and it would not be entitled to payments by a Borrower in respect of that Loan. However, the risk of third-party claims obtaining priority to the interests of the Issuer in this way would be likely to be limited to circumstances arising from a breach by the Seller of its contractual obligations or from fraud, negligence or mistake on the part of the Seller or any of its respective personnel or agents.

Until notice of the assignment or assignation is given to Borrowers, the Issuer would not be able to enforce any Borrower's obligations under a Loan or Related Security itself but would have to join the Seller as a party to any legal proceedings. Borrowers will also have the right to redeem their Mortgages by repaying the relevant Loan directly to the Seller or lender of record.

However, the Seller will undertake, pursuant to the Mortgage Sale Agreement, to hold any money repaid to it in respect of relevant Loans 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.

For so long as the Issuer does not have legal title to the Loans and their Related Security, the Seller will undertake in the Mortgage Sale Agreement for the benefit of the Issuer that it will lend its name to, and take such other steps as may reasonably be required by the Issuer in relation to, any legal proceedings in respect of the relevant Loans and their Related Security and the Issuer will have power of attorney to act in the name of the Seller, in respect of which please see the section entitled "*The Loans – Characteristics of the Loans*" for further details.

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 Northern Irish Loans and their Related Security will be given effect by an equitable assignment and the sale of the Scottish Loans and their Related Security will be given effect under a Scottish Declaration of Trust. As a result, legal title to the Loans and their Related Security sold by the Seller to the Issuer will remain with the Seller until the occurrence of a Perfection Event under the terms of the Mortgage Sale Agreement. Therefore, the rights of the Issuer may be subject to certain set-off rights which the relevant Borrower has against the Seller.

The Borrowers may be entitled to exercise certain independent or equitable set-off rights against the Issuer. Independent set-off will arise in connection with transactions that are unconnected with the relevant Borrower's Loan. Generally, an independent right of set-off could include, but is not limited to, claims by a Borrower for unpaid wages, pension liabilities or balances standing to the credit of savings and deposit accounts. The Seller is a deposit-taking institution and is authorised to hold client money as at the date of this Prospectus. Should a Borrower hold a deposit account with the Seller, the Borrower, in the event of the insolvency of the Seller, may be able to set-off any amounts held in the relevant deposit account against amounts owed by the Borrower pursuant to the Loan. The giving of notice to the Borrower would crystallise the Borrower's entitlement to set-off amounts as of the date of receipt of the relevant notice.

Banks, insurance companies and other financial institutions in the UK (such as the Seller) are subject to the Financial Services Compensation Scheme (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 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 £85,000). As such, in the event that the Seller is unable to meet a claim from a Borrower over and above the FSCS limit, set-off rights of such Borrower, despite the giving of notice to the Borrowers of the assignment or, as applicable, assignation of the Loans and their Related Security to the Issuer, may apply. The Seller will not repurchase any Loan that is a Significant Deposit Loan and therefore set-off risks, as described above, may arise in relation to such Loans.

Equitable set-off rights may arise in connection with a transaction connected with the Loan. An equitable right of set-off could arise where the Seller has failed to make a Further Advance to the Borrower having made a commitment to do so, where the Seller has agreed to Port a Loan and has failed to do so or where the Seller is in breach of contract under the relevant Loan. The Seller will represent and warrant in the Mortgage Sale Agreement that the terms and conditions of the Loans do not require the Seller to agree to any Further Advance or (so long as the Offer Conditions do not expressly allow the Borrower to Port its Loan) any Port.

Once notice has been given to the Borrowers of the assignment or assignation of the Loans and their Related Security to the Issuer, independent set-off rights which a Borrower has against the Seller 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. Set-off rights arising under transaction set-off (being those set-off claims arising out of a transaction connected with the Loan and referred to interchangeably with equitable set-off) 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 Seller's breach of contract or other requirements (for example, in respect of Regulated Mortgage Contracts, the breach of relevant regulatory requirements) against the Seller's (and, as 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 as and when it becomes due. These set-off claims will constitute transaction set-off, as described above.

The amount of any such claim against the Seller for equitable set-off will, in many cases, be the cost to the Borrower of finding an alternative source of funds. For example, in the case of a failure by the Seller to make a Further Advance having become bound to do so, the Borrower could set off against the Issuer any additional cost of funding incurred in borrowing an amount equal to the relevant Further Advance. In addition, where the Seller has failed to effect a Port, having committed to do so, the Borrower could set-off against the Issuer the difference between the rate of interest on the Loan and the interest rate at which the Borrower could borrow money in the market on the new property. However, the Seller will represent and warrant in the Mortgage Sale Agreement that the terms and conditions of the Loans do not require the Seller to agree to any Further Advance or (so long as the Offer Conditions

do not expressly allow the Borrower to Port its Loan) any Port. In addition to the difference in the cost of borrowing, the relevant Borrower could also set-off any direct losses arising from the Seller's breach of contract, namely the associated costs of obtaining alternative funds (for example, legal fees and survey fees).

If the Borrower is unable to obtain an alternative mortgage loan, he or she may have a claim in respect of other indirect losses arising from the Seller's breach of contract where there are special circumstances communicated by the Borrower to the Seller at the time the Borrower entered into the Mortgage or which otherwise were reasonably foreseeable. A Borrower may also attempt to set-off an amount greater than the amount of his or her damages claim against his or her mortgage payments. In that case, the Servicer will be entitled to take enforcement proceedings against the Borrower, although the period of non-payment by the Borrower is likely to continue until a judgment or (in Scotland) a decree is obtained.

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 the realisable value of the Portfolio and/or the ability of the Issuer to make payments under the Notes.

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

As noted above, the ability of the Issuer to meet its obligations to pay principal and interest on the Notes is dependent on receipts from the Loans in the Portfolio. As such, if Borrowers make payments on their Loans late, the Issuer may have insufficient funds on any Interest Payment Date to make payments of interest on the Notes.

Borrowers may default on their Loans for a variety of reasons, including, without limitation:

- changes in the local, national or international macroeconomic climate, political developments and government policies. The economy of the UK and of each geographic region within the UK is dependent on a different mixture of industries and other factors. Any downturn in the local or national economy or a particular industry may adversely affect the regional or national employment levels and consequently the repayment ability of the Borrowers in that region or nationally or the region that relies most heavily on that industry. It is not possible to accurately predict the ultimate extent or duration of any such downturn or the impact it could have on the repayment ability of the Borrowers. In addition, UK and global economic conditions may be severely adversely affected by acts of war or terrorism, in particular the geo-political tensions arising from Russia's invasion of Ukraine and the ongoing conflict in the Middle East. A further escalation in these conflicts, in addition to the impact of any new conflicts that may arise, could result in new trade restrictions and further sanctions, disruption to supply chains and increased energy prices, leading to increased inflation. Such elevated instability could potentially adversely impact and/or increase volatility in the financial markets and cause a downturn in the global and UK economies;

- a deterioration in economic conditions in a particular area or region, which may adversely affect the regional employment levels and/or house prices and consequently the repayment ability of the Borrowers in that region. To the extent that specific geographic regions within the UK have experienced, or may experience in the future, weaker regional economic conditions (due to local, national and/or global macroeconomic factors) and weaker housing markets than other regions of the UK, a concentration of Loans in one region may be expected to exacerbate such risks;

- any widespread natural disasters or health crises, government policies in response to such crises or such potential crises (including, but not limited to, COVID-19 (or any strain of the foregoing), measles, SARS, Ebola, H1N1, Zika, avian influenza, swine flu, or other epidemic

diseases) and/or the fear of any such crises may weaken economic conditions and reduce house prices, the ability to sell a property in a timely manner, and/or negatively impact the repayment ability of Borrowers within the United Kingdom;

- an increase in the prevailing market interest rate, which, for those Loans subject to a variable rate of interest, would increase a Borrower's monthly payments. Borrowers may seek to avoid any increased monthly payments by refinancing such Loans, as to which see the Risk Factor entitled "*Certain Market Risks*";

- changes to the Bank of England base rate ("**BBR**") and/or SONIA, which may, for those Loans subject to a variable interest rate, cause an increase in a Borrower's monthly payments. An increase in such reference rates could result in higher monthly repayments, which, in turn, could reduce Borrowers' capacity to service their Loans. The Issuer could therefore be subject to a higher risk of default in payment by Borrowers over the course of the transaction, which may affect the ability of the Issuer to make payments on the Notes;

- sustained increase in inflation resulting in increases to the cost of living for Borrowers. A sharp increase in energy prices and the overall rate of inflation, together with rising interest rates, could adversely impact the Borrowers' ability to repay the Loans and/or their ability to meet the affordability requirements of any replacement loan; and

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

- house prices, after a period of decline, have returned to growth and there is a risk that such house price growth may accelerate faster than earnings, stretching affordability and leaving households more vulnerable to shocks, such as increases in interest rates;

Given the unpredictable effect that these factors may have on the local, national or global economy, no assurance can be given as to the impact of any such factors and, in particular, no assurance can be given that such factors would not adversely affect the ability of the Issuer to satisfy its obligations under the Notes. These risks are mitigated to an extent by certain credit enhancement features and liquidity support, as described in the section entitled "*Credit Structure and Cashflow*". However, no assurance can be given as to the effectiveness of such credit enhancement features or liquidity support or that the Noteholders would be protected from all risk of loss and/or delayed payment.

Declining property values

If the residential property market in the United Kingdom generally or in a specific region thereof 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.

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 or on the Closing Date. Downturns in the performance of the United Kingdom economy (due to the local, national and/or global macroeconomics factors) generally may have a negative effect on the housing market. A fall in property prices resulting from a deterioration in the housing market could result in losses being incurred by the Issuer 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 is reduced, this may ultimately result in losses if the Related Security is required to be enforced and the resulting proceeds are insufficient to make payments on all Notes.

Should residential property values decline, Borrowers may also have insufficient equity to refinance their Loans with lenders other than the Seller and may 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 losses which in turn may adversely affect payments on the Notes.

Although house prices rose in both 2021 and 2022, they declined over the course of 2023 and first half of 2024 and may decline further in 2025 should the labour market situation deteriorate or if strains on the financial system re-emerge and impair the flow of credit to the wider economy or other factors cause a deterioration in economic conditions.

Geographic Concentration Risks

Loans in the Portfolio may also be subject to geographic concentration risks within certain regions of the United Kingdom. To the extent that specific geographic regions within the United Kingdom have experienced or may experience in the future weaker regional economic conditions (due to local, national and/or global macroeconomic factors) and weaker housing markets than other regions in the 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. In addition, any natural disasters, impacts of climate change (including, but not limited to, increased flood risk or coastal erosion), wars or widespread health crises (such as a pandemic or epidemic), government policies, action or inaction in response to such crises or such potential crises, and/or the fear of such crises, pandemics or epidemics 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. In addition, governmental action or inaction in respect of, or responses to, any widespread health crises or such potential crises (such as those mentioned previously), whether in the United Kingdom or in any other jurisdiction, may lead to a deterioration of economic conditions both globally and also within the United Kingdom. This may result in a loss being incurred upon the sale of such Properties and/or otherwise affect receipts on the Loans. If the timing and payment of amounts due in respect of the Loans are adversely affected by any of the risks described in this paragraph, then payments on the Notes could be reduced and/or delayed and could ultimately result in losses on the Notes. For an overview of the geographical distribution of the Loans in the Provisional Portfolio, see "*Characteristics of the Provisional Portfolio*". Given the unpredictable effect such factors may have on the local, national or global economy, no assurance can be given as to the impact of any of the matters described in this paragraph and, in particular, no assurance can be given that such matters would not adversely affect the ability of the Issuer to satisfy its obligations under the Notes.

Realisation of Loans and Liquidity Risk

In order to enforce a power of sale in respect of a mortgaged property, the relevant mortgagee or (in Scotland) heritable creditor 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 or heritable creditor 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 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.

RISKS RELATED TO THE CREDIT STRUCTURE

Subordination

To the extent that the Issuer does not have sufficient funds to satisfy its obligations to all its creditors, the holders of the Class B Notes will be the first to see their claims against the Issuer unfulfilled. However, there is no assurance that these subordination provisions will protect the Class A Noteholders from all or any risk of loss. There is no assurance that these subordination rules will protect the Class A Noteholders from all risk of loss.

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

In addition to the above, payments on the Notes are subordinate to payments of certain fees, costs and expenses payable to the other Secured Creditors (including, amongst others, the Note Trustee, the Security Trustee, the Citi Account Bank, the Santander Account Bank, the Custodian, the Subordinated Loan Provider (other than in respect of the Notes), the Swap Provider (other than certain subordinated swap payments), the Servicer, the Standby 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 "*Fees*" below.

Deferral of Interest Payments on Class B Notes

If, on any Interest Payment Date, the Issuer has insufficient funds to make payment in full of all amounts of interest (including any accrued interest thereon) that would otherwise be payable absent the deferral provisions in respect of the Class B Notes 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 Note 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 Class B Notes becomes due and repayable in full in accordance with the Note Conditions. Any such deferral in accordance with the Note Conditions will not constitute an Event of Default.

Interest cannot be deferred on the Class A Notes. Subject to Note Condition 11 (*Events of Default*), failure to pay timely interest on the Class A Notes shall constitute an Event of Default under the Notes which may result in the Security Trustee enforcing the Security.

Revenue and Principal Deficiency Ledger

If, on any Interest Payment Date, as a result of shortfalls in Available Revenue Receipts, there would be a Revenue Deficit the Issuer shall apply Available Redemption Receipts (if any) in accordance with item (a) of the Pre-Enforcement Redemption Priority of Payments to cure such Revenue Deficit (such reapplied amounts, "**Principal Addition Amounts**"). Available Redemption Receipts (if any) may only be redirected as Principal Addition Amounts in respect of a Revenue Deficit.

Application of any Available Redemption Receipts as Principal Addition Amounts (in addition to the aggregate of (a) all realised losses on the Loans which are not recovered from the proceeds following the sale of the Property to which such Loan relates or any losses realised by the Issuer on the Loans as a result of the failure of the Collection Account Bank (or the Servicer's failure to procure 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 (together, the "**Losses**")), will be recorded on the

Principal Deficiency Ledger, as to the operation of which see the section "*Credit Structure – Principal Deficiency Ledger*" below.

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 Ledger in the manner set out in the section "*Credit Structure – Principal Deficiency Ledger*" below. However, note that the Available Revenue Receipts and Available Redemption 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 Redemption Receipts to repay principal on the Notes on or prior to the Final Maturity Date.

RISKS RELATED TO MEETINGS OF AND CONFLICTS BETWEEN NOTEHOLDERS

Meetings of Noteholders, Modification and Waivers

The Note Conditions contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders (including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the requisite majority for such vote).

The Note Conditions also provide that the Note Trustee may agree, without the consent of the Noteholders or the other Secured Creditors (other than any Secured Creditors which are party to the relevant Transaction Document) to make the amendments and modifications as more fully set out in the Note Conditions. The Note Trustee may also, without the consent of the Noteholders, if it is of the opinion that such determination will not be materially prejudicial to the interests of the holders of the Class A Notes, 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 Note Conditions.

Further, the Note Trustee may also be obliged, in certain circumstances, to agree to amendments to the Note Conditions and/or the Transaction Documents to effect a Reference Rate Modification and a Swap Rate Modification and in certain other circumstances (see Note Condition 13.9 (*Additional Right of Modification*)) (each a "**Proposed Amendment**"), without the consent of the Noteholders (subject to the provisions relating to Basic Terms Modifications).

In relation to any such Proposed Amendments, the Issuer is required, amongst other things, to certify in writing to the Note Trustee that the Issuer has provided at least 30 calendar days' notice to the Noteholders of each Class of the proposed modification in accordance with Note Condition 16 (*Notice to Noteholders*). However, Noteholders should be aware that, in relation to each Proposed Amendment, if Noteholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the Most Senior Class then outstanding 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 may be held) within such notification period notifying the Issuer that such Noteholders do not consent to the modification, the modification will be passed without Noteholder consent.

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

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

Swap Provider Entrenched Rights

In respect of any modification, amendment or supplement to any of the Transaction Documents or the Note Conditions which, the Swap Provider (acting reasonably and in good faith) determines, would breach any Swap Provider Entrenched Rights, the prior written consent of the Swap Provider (such consent not to be unreasonably withheld or delayed) is also needed prior to such amendments being made and there is no guarantee that the interest of the Swap Provider will align with the interests of the Noteholders.

Conflict between Noteholders

The Trust Deed and the Deed of Charge contain provisions requiring the Note Trustee and the Security Trustee to have regard to the interests of all Classes of Noteholders as regards all powers, trusts, authorities, duties and discretions of the Note Trustee and the Security Trustee (except where expressly provided otherwise).

If, in the Note Trustee's or, as the case may be, the Security Trustee's opinion, however, there is or may be a conflict between the interests of the holders of the Class A Notes and the interests of the holders of the Class B Notes, then the Note Trustee or, as the case may be, the Security Trustee is required to have regard only to the interests of the holders of the Class A Notes.

As a result, holders of the Class B Notes may not have their interests taken into account by the Note Trustee or the Security Trustee when the Note Trustee or the Security Trustee exercises discretion where there is a conflict of interest.

In addition, prospective investors should note that the Trust Deed provides that no Extraordinary Resolution of the holders of the Class B Notes, shall take effect for any purpose while the Class A Notes remains outstanding unless such Extraordinary Resolution shall have been sanctioned by an Extraordinary Resolution of the holders of the Class A Notes or the Note Trustee and/or Security Trustee is of the opinion it would not be materially prejudicial to the interests of the holders of the Class ANotes.

Conflict between Noteholders and other Secured Creditors

The Trust Deed and Deed of Charge contain provisions requiring the Note Trustee and the Security Trustee to have regard to the interests of all Classes of Noteholders and the Secured Creditors equally as regards all powers, trusts, authorities, duties and discretions of the Note Trustee, or as relevant, the Security Trustee (except where expressly provided otherwise).

If, in the Note Trustee's, or as relevant, the Security Trustee's opinion, however, there is or may be a conflict between the holders of different Classes of Notes and the Secured Creditors, then the Note Trustee, or as relevant, the Security Trustee is required to have regard only to the interests of the Noteholders only. If, in the Note Trustee's, or as relevant, the Security Trustee's opinion, however, there is or may be a conflict between the holders of different Classes of Notes, then the Note Trustee, or as relevant, the Security Trustee is required to have regard to the interests of the Class A Noteholders only.

In performing its duties as Note Trustee, or as relevant, the Security Trustee, the Note Trustee, or as relevant, the Security Trustee will not be required to take into account the interests of any Secured Creditor (other than the Noteholders) for as long as any of the Notes remain outstanding. If there are

no Notes outstanding the Note Trustee, or as relevant, the Security Trustee, in performing its duties as Note Trustee, or as relevant, Security Trustee, will take instructions from the Secured Creditors acting together.

If any of the Notes are held by or on behalf of the Seller, any holding company as defined in section 1159 of the Companies Act 2006 ("**Holding Company**") of the Seller or any other subsidiary as defined in section 1159 of the Companies Act 2006 ("**Subsidiary**") of either such Holding Company or the Seller (each such entity a "**Relevant Person**"), in each case as beneficial owner, those Notes will (unless and until ceasing to be so held) be deemed not to remain outstanding. However, if (i) all of the Notes of any Class (the "**Relevant Notes**") are held by or on behalf of or for the benefit of one or more Relevant Persons and there is no other Class of Notes ranking *pari passu* with, or junior to, the Relevant Class of Notes where one or more Relevant Persons are not the beneficial owners of all the Notes of such Class, or (ii) in respect of any of the Notes of any Class which are prepositioned with the Bank of England, the European Central Bank or any other central bank, for the purposes of using the Bank of England's discount window facility or any other similar central bank liquidity scheme (provided that evidence satisfactory to the Note Trustee has been provided by the Relevant Person to the Note Trustee, in the absence of which the Note Trustee shall be entitled to assume that the Notes have not been so prepositioned), then in each case, the Notes held by or on behalf of or for the benefit of the Relevant Persons shall be deemed to remain outstanding.

Conflicts of Interest

Certain of the parties to the Transaction Documents and their respective affiliates are acting in a number of capacities in connection with the transaction described herein. Such 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 parties or any of their respective affiliates be deemed to have any fiduciary obligations to any person by reason of their respective affiliates acting in any capacity.

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

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

(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;

(c) may purchase all or some of the Notes 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, 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 Joint Lead Manager Related Person in the course of its business (including in respect of interests described above) may act independently of any other Joint Lead Manager Related Person or Relevant Party;

(ii) to the maximum extent permitted by applicable law, the duties of each Joint Lead Manager Related Person in respect of the Notes 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 Joint Lead Manager Related Person shall have any obligation to account to the Issuer, any Relevant Party or any Noteholder for any profit as a result of any other business that it may conduct with either the Issuer or any Relevant Party;

(iii) a Joint 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 to any decision by a potential investor to acquire the Notes and which may or may not be publicly available to potential investors ("**Relevant Information**");

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

(v) each Joint 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 Joint Lead Manager Related Person's dealings with respect to a Note, the Issuer or a Relevant Party, may affect the value of a Note.

These interests may conflict with the interests of a Noteholder and such Noteholder may suffer loss as a result. To the maximum extent permitted by applicable law, a Joint Lead Manager Related Person is not restricted from entering into, performing or enforcing any of its rights in respect of the Transaction Documents, the Notes 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 and the Joint 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.

RISKS RELATED TO THIRD PARTIES

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 and its Related Security in order to discharge all amounts due and owing by the relevant Borrower(s) under such Loan, which may adversely affect payments on the Notes (to the extent any residual payments are due). 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 from all risk of loss. Should there be credit losses arising in respect of the Loans, this could have an adverse effect on the ability of the Issuer to make payments of interest and/or principal on the Notes.

The Issuer is also subject to the risk of default in payment by its counterparties such as the Citi Account Bank, the Santander Account Bank, the Swap Provider, and the Custodian. The Rating Agencies require these counterparties to satisfy certain criteria in order that they can continue to be a counterparty to the

Issuer. However, no assurance can be made that the rating criteria for counterparties are effective in detecting rapid deterioration of their creditworthiness, and that as a result, the mitigants outlined in "*Change of counterparties*" below, are effective to mitigate the credit risk of the Issuer in relation to its counterparties.

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 the Class A Notes by the provision of liquidity from alternative sources including the General Reserve Fund, and in respect of the Class A Notes and the Class B Notes by the provision of liquidity from alternative sources including the use of Principal Addition Amounts, as more fully described in the section entitled "*Credit Structure*". 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.

The Issuer is also subject to the risk of insufficiency of funds on any Interest Payment Date as a result of payments being made late, or availability of service by its counterparties, on which it relies to make such payments. This risk is addressed by contractual provisions in the respective agreements, and with required or potential steps by a counterparty, the Issuer or the Note Trustee or, as the case may be, the Security Trustee. However, no assurance can be made as to the effectiveness of such measures will protect the Noteholders from all risk of delayed payment and/or loss.

Issuer's Reliance on Third Parties

The Issuer is also a party to contracts with a number of other third parties who have agreed to perform services in relation to the Issuer and/or Notes. 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, each Issuer Account Bank has agreed to provide the relevant Issuer Account to the Issuer pursuant to the relevant Bank Account Agreement, the Swap Provider has agreed to enter into the Swap Transaction pursuant to the terms of the Swap Agreement, the Servicer has agreed to service the Portfolio pursuant to the Servicing Agreement, the Standby Servicer Facilitator has agreed to provide standby servicer 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 Paying Agents, the Registrar and the Agent Bank have all agreed to provide services with respect to the Notes pursuant to the Agency Agreement.

The performance of any such third parties may be affected by economic, social, political and other factors, such as changes in the national or international economic climate, regional economic conditions, changes in laws, political developments and government policies, natural disasters, illness (including illnesses from epidemics or pandemics) and widespread health crises or the fear of such crises, which may result in a material delay or default in the performance of certain services in relation to the Notes by such third parties. In the event that any of the above parties: (i) were to fail to perform their obligations under the respective agreements to which they are a party (including any failure arising from circumstances beyond their control); or (ii) were removed or if such a party resigns without a sufficiently experienced substitute or any substitute being appointed in their place promptly thereafter; or (iii) an insolvency event occurs to such party, collections on the Portfolio and/or payments to Noteholders may be disrupted and Noteholders 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. Any third-party providing services to the Issuer may cease to be in business or otherwise choose to resign from their role as a result of changes to their business plans and strategies. No assurance can be made that the Issuer, even if using its best efforts, will be able to find a replacement service provider promptly. As a result, no assurance can be given that any of the matters outlined above would not adversely affect the Issuer's ability to perform its obligations under the Notes and consequently the market value or liquidity of the Notes, or the rating of the Class A Notes.

The Servicer

Atom Bank will be appointed by the Issuer as Servicer to service the Loans and their Related Security. If the Servicer breaches the terms of the Servicing Agreement, then (prior to the service of an Enforcement Notice and with the prior written consent of the Security Trustee) the Issuer or (after the service of an Enforcement Notice) the Security Trustee will be entitled to terminate the appointment of the Servicer in accordance with the terms of the Servicing Agreement and the Issuer and the Seller shall use their reasonable endeavours (with the assistance of the Standby Servicer Facilitator) to appoint a substitute servicer in its place whose appointment is approved by the Security Trustee.

The aggregate liability of the Servicer in respect of any claim arising out of or in connection with the Servicing Agreement shall, except in respect of the Servicer's fraud, gross negligence or wilful default or that of its officers, directors or employees in the performance of its obligations under the Servicing Agreement, not include any claim for any increased costs and expenses, loss of profit, business, contracts, revenues or anticipated savings or for any special indirect or consequential damage of any nature whatsoever.

In the event that the Issuer suffers a loss in respect of the Portfolio, or becomes liable to a third party, in each case as a result of any claim arising out of or in connection with the performance (or non-performance) of the Servicer's duties and obligations under the Servicing Agreement, the Servicer will be liable to the Issuer for such acts or omissions pursuant to the terms of the Servicing Agreement. If the Servicer is unable to pay such amounts, this may result in less proceeds being available to meet the obligations of the Issuer in respect of the Notes.

Any change in Servicer could delay collection of payments on the Loans and ultimately could adversely affect the ability of the Issuer to make payments in full on the Notes.

If a Servicer Termination Event occurs, there can be no assurance that a substitute servicer with sufficient experience of servicing the Loans and their Related Security would be found who would be willing and able to service the Loans and their Related Security on the terms, or substantially similar terms, set out in the Servicing Agreement. Further, it may be that the terms on which a substitute servicer may be appointed are substantially different from those set out in the Servicing Agreement and the terms may be such that the Noteholders may be adversely affected. In addition, as described below, any substitute servicer will be required, *inter alia*, to be authorised under the Financial Services and Markets Act 2000, as amended by the Financial Services and Markets Act 2023 (the "**FSMA**") in order to service Loans and their Related Security that constitute Regulated Credit Agreements under the FSMA. The ability of a substitute servicer to fully perform the required services would depend, among other things, on the information, software and records available at the time of the appointment. Any delay or inability to appoint a substitute servicer may affect payments on the Loans and hence the Issuer's ability to make payments when due on the Notes. Such risk is mitigated by the provisions of the Servicing Agreement pursuant to which the Standby Servicer Facilitator, in certain circumstances, will assist the Issuer in appointing a substitute servicer (although no assurance can be provided that a substitute Servicer will be identified).

In addition, Noteholders 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 Citi Account Bank, the Santander Account Bank, the Custodian 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 imposed by the FCA under the FSMA and requirements in relation to certain credit ratings ascribed to such party by the Rating Agencies (please see "*Triggers Tables*"). 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/or lead to a downgrade in the ratings of the Class A 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 may not be required in relation to such amendments and/or waivers. Such amendments or waivers may increase the likelihood of the occurrence of some or all of the risks described in "*Credit risk*" with respect to counterparties, and reduce amounts available to the Issuer to make payments of interest and principal on the Notes and/or may lead to a downgrade in the ratings assigned to the Class A Notes.

Change of Collection Account Bank

In the event that a New Collection Account is opened and the Collection Account Bank is replaced by Atom Bank as the Collection Account Bank in accordance with the terms of the Collection Account Bank Declaration of Trust, the transfer of Direct Debits could be disrupted during the transitional period. Collections in respect of the Loans may continue to be paid into the existing Collection Account. There may also be delays in transferring any misapplied Collections from the existing Collection Account into the New Collection Account. Any delay in transferring such misapplied Collections into the New Collection Account could ultimately adversely affect timeliness of payments of interest and principal on the Notes.

Furthermore, Atom Bank may replace the Collection Account Bank as collection account bank at a time when it does not have a corporate rating or a rating which would normally apply to the Collection Account Bank and, its appointment as Collection Account Bank would not, for so long as Atom Bank remains unrated, be capable of being terminated based on a ratings trigger. Amounts representing moneys received from Borrowers during banking hours on any particular day are required to be transferred by the Servicer on the next Business Day from the Collection Account into the Citi Transaction Account. Any delay or failure to transfer funds by Atom Bank to the Citi Transaction Account could ultimately adversely affect timeliness of payments of interest and principal on the Notes.

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

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

Each of the Note Trustee and the Security Trustee may, at any time, at their discretion and without notice, take such proceedings, actions or steps against the Issuer or any other party to any of the Transaction Documents as it may think fit to enforce the provisions of (in the case of the Note Trustee) the Notes or the Trust Deed (including the Note Conditions) or (in the case of the Security Trustee) the Deed of Charge or (in either case) the other Transaction Documents to which it is a party or in respect of which (in the case of the Security Trustee) it holds security. In respect of and at any time after the service of an Enforcement Notice, the Security Trustee may, at its discretion and without notice, take such steps as it may think fit to enforce the Security. However, neither the Note Trustee nor the Security Trustee shall be bound to take any such proceedings or steps (including, but not limited to, the giving of an Enforcement Notice in accordance with Note Condition 11 (*Events of Default*)) unless it should have been directed in writing to do so by the Noteholders of not less than least 25 per cent. in aggregate Principal Amount Outstanding of the Most Senior Class, for so long as there are any Notes outstanding, and it shall have been indemnified and/or secured and/or prefunded to its satisfaction.

See further "*Terms and Conditions of the Notes* – Note Condition 12 (*Enforcement*)" below.

In addition, each of the Note Trustee and the Security Trustee benefit from indemnities given to them by the Issuer pursuant to the Transaction Documents which rank in priority to the payments of interest and principal on the Notes.

In relation to the covenant to be given by Atom Bank to the Issuer and the Security Trustee in the Deed of Charge in accordance with the PRA Retention Rules and Article 6 of the EU Securitisation Regulation (except with respect to the EU Securitisation which shall solely be interpreted and applied on the Closing Date) regarding the material net economic interest to be retained by Atom Bank in the securitisation and certain requirements as to providing investor information in connection therewith, neither the Note Trustee nor the Security Trustee will be under any obligation to monitor the compliance by Atom Bank (as the Designated Reporting Entity) 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) in accordance with the Transaction Documents).

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 the rate of interest payable in respect of the Class A Notes and the Class B Notes. All the Loans in the Portfolio are Fixed Rate Loans which pay or will pay a fixed rate of interest for an initial period of time. However, the Issuer's liabilities with respect to interest under the Class A Notes and the Class B Notes are based on Compounded Daily SONIA. This may result in insufficient funds being made available to the Issuer for the Issuer to meet its obligations to the Noteholders and the Secured Creditors. As such, the Issuer is subject to the risk of a mismatch between the rate of interest payable in respect of the Loans and the rate of interest payable in respect of the Notes.

However, such risks are partially mitigated by the Issuer entering into an interest rate swap transaction (the "**Swap Transaction**") with the Swap Provider under the Swap Agreement on the Closing Date 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 the Class A Notes and the Class B Notes being calculated by reference to Compounded Daily SONIA.

See "*Credit Structure – Interest Rate Risk for the Notes*" below.

The Swap Agreement provides that the Sterling amounts owed by the Swap Provider on any payment date under the Swap Transaction (which corresponds to an Interest Payment Date) will be netted against the Sterling amounts owed by the Issuer on the same payment date under the Swap Transaction. Accordingly, if the amounts owed by the Issuer to the Swap Provider on a payment date in respect of the Swap Transaction are greater than the amounts owed by the Swap Provider to the Issuer on the same payment date under the Swap Transaction, then the Issuer will pay the difference to the Swap Provider on such Swap Payment Date in respect of the 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 the Swap Transaction, then the Swap Provider will pay the difference to the Issuer on such Swap Payment Date; and if the amounts owed by both parties are equal on a payment date in respect of the Swap Transaction, neither party will make a payment to the other on such Swap Payment Date in respect of the Swap Transaction. A failure by the Swap Provider to make payments within the time frames specified in the Swap Agreement of the amounts due under the Swap Transaction will constitute an event of default under the Swap Agreement. To the extent that the Swap Provider defaults in 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 the Swap Transaction, the Issuer will be exposed to the possible variance between various fixed rates payable on the Loans in the Portfolio and Compounded Daily SONIA. Such a default may result in insufficient funds being made available to the Issuer for the Issuer to meet its obligations to the Secured Creditors.

Under the Swap Transaction, the Issuer, in respect of each Swap Calculation Period under the Swap Transaction, pays a fixed amount which is equal to the notional amount in respect of that Swap Calculation Period, multiplied by a fixed rate and the relevant day count fraction. The fixed rate applicable to the amounts payable by the Issuer under the Swap Transaction will be fixed, on or around the Closing Date and will not match the interest rates that the Issuer receives in respect of the Fixed Rate Loans in the Portfolio. Furthermore, the notional amount of the Swap Transaction will be amortised as set out in a pre-agreed schedule to the Swap Transaction. The rate of amortisation will be based on the expected repayment profile of the Fixed Rate Loans assuming a 0% constant prepayment rate in accordance with the Swap Agreement. However, the prepayment rate of the Fixed Rate Loans may be higher than the assumed constant prepayment rate and/or the prepayment rate of the Fixed Rate Loans may deviate from the assumed constant prepayment rate as a result of Loans in Arrears. In such circumstances, there would be a mismatch between the notional amount of the Swap Transaction and the Current Balance of the Fixed Rate Loans. Since (i) the fixed rate under the Swap Transaction may not match the interest rates applicable to the Fixed Rate Loans in the Portfolio; and/or (ii) the notional amount of the Swap Transaction may be higher than the Current Balance of the Fixed Rate Loans, there may be circumstances in which the amount payable by the Issuer under the 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 Secured Creditors.

The Issuer has not entered into any interest rate swap or other hedging transaction in relation to Loans other than in relation to the Fixed Rate Loans, and as a result there is no hedge in respect of the risk of any variances in the SVR charged on any SVR Loans in the Portfolio and interest set by reference to

Compounded Daily SONIA (the "**Reference Rate**") on the Class A Notes and the Class B Notes 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. As such, the Issuer is subject to the risk of a mismatch between the rate of interest payable in respect of such SVR Loans and the rate of interest payable in respect of the Class A Notes and the Class B Notes. However, after the occurrence of a Perfection Event, the SVR is subject to a minimum floor, the SVR Floor. See further the section of this Prospectus headed "*Summary of the Key Transaction Documents – Servicing Agreement - Setting of Interest Rates on the Loans*".

Under the Note Conditions, in the event that, in respect of a Class or Classes of Notes, the Rate of Interest is less than zero, the Rate of Interest in respect of such Class or Classes of Notes, will be deemed to be zero. Therefore, if Compounded Daily SONIA is negative and if this results in the Rate of Interest on certain Notes being less than zero, then the Rate of Interest on those Notes will be deemed to be zero. In this situation the Issuer will not pay interest to those Noteholders.

Under the terms of the Swap Agreement, if for any Swap Calculation Period Compounded Daily SONIA is negative, the Issuer will be required to pay to the Swap Provider the absolute value of the relevant Swap Provider Swap Amount determined using the applicable negative Compounded Daily SONIA rate and calculated in accordance with the Swap Agreement (the "**Issuer Swap Additional Amount**"). Therefore, in this situation and in respect of the relevant Swap Calculation Period, the Issuer will be required to pay to the Swap Provider the scheduled Issuer Swap Amount (subject to the terms of the Swap Agreement) plus the Issuer Swap Additional Amount. In this situation, investors should be aware that the Issuer may, due to its limited source of funds, be unable to make payments which rank beneath payments to the Swap Provider under item (e) of the Pre-Enforcement Revenue Priority of Payments or under item (d) of the Post-Enforcement Priority of Payments.

Termination payments under the Swap Transaction

Subject to the following, the Swap Agreement will provide that, upon the occurrence of certain events, the Swap Transaction may terminate and a termination payment by either the Issuer or the Swap Provider may be payable. The amount of such payment may reflect, among 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. Any termination payment due by the Issuer (other than (where applicable) in respect of any Swap Subordinated Amounts), to the extent such termination payment is not satisfied by amounts standing to the credit of the Swap Collateral Accounts which are available to meet such termination payment in accordance with the Swap Collateral Account Priority of Payments, will rank prior to payments in respect of the Notes. As such, if any termination amount is payable by the Issuer and is not satisfied by either a premium paid by a replacement Swap Provider or the amounts applied in accordance with the Swap Collateral Account Priority of Payments, payment of such termination amounts may lead to a shortfall in amounts available to pay interest on the Class A Notes and the Class B Notes, and principal on the Notes.

Any additional amounts required to be paid by the Issuer following termination of the Swap Transaction (including any extra costs incurred in entering into a replacement swap or swaps that are not otherwise provided for) to the extent not satisfied by amounts applied in accordance with the Swap Collateral Account Priority of Payments will also rank prior to payments in respect of the Notes. This may lead to a shortfall in amounts available to pay interest on the Class A Notes and the Class B Notes and principal on the Notes.

Upon termination of the Swap Agreement prior to the scheduled termination date of the Swap Transaction, the Servicer (on behalf of the Issuer) shall procure a replacement swap transaction. However, no assurance can be given as to the ability of the Issuer to enter into one or more replacement swap transactions, or if one or more replacement swap transactions are entered into, as to the ultimate

creditworthiness of the swap provider for the replacement swap transactions. In addition, such replacement swap transaction may be on terms less favourable to the Issuer. No assurance can be given that any of the matters outlined above would not adversely affect the ability of the Issuer to satisfy its obligations under the Notes and/or the market value or liquidity of the Notes, or the rating of the Class A Notes.

Insolvency and ratings downgrade in respect of the Swap Provider

In the event of the insolvency of the Swap Provider, the Issuer will be treated as a general creditor of the Swap Provider (subject to any applicable statutory bail-in procedures). Consequently, the Issuer will be subject to the credit risk of the Swap Provider. Under the terms of the Swap Agreement, in the event that the relevant ratings of the Swap Provider fail to meet the relevant required ratings, the Swap Provider will, in accordance with the terms of the Swap Agreement, be required to elect to take certain remedial measures (at its own cost) within the applicable time frame stipulated in the Swap Agreement which may include providing collateral for its obligations under the Swap Agreement, arranging for its obligations under the Swap Agreement to be transferred to an entity which does have the relevant required ratings, or procuring another entity with the required ratings to become co-obligor or guarantor, as applicable, in respect of its obligations under the Swap Agreement or taking such other action as would result in the Rating Agencies maintaining the then current rating of the Class A Notes. However, no assurance can be given that, at the time that such actions are required, the Swap Provider will be able to provide requisite collateral or that another entity with the required ratings will be available to become a replacement hedge provider, co-obligor or guarantor or the Swap Provider will be able to take the requisite other action. This risk is partly mitigated by the fact that on or soon after the Closing Date, the Swap Provider will provide certain collateral for its obligations under the Swap Agreement. However, there can still be no assurance that such collateral will be sufficient to cover the obligations of the Swap Provider under the Swap Agreement.

Accordingly, if the Swap Provider is insolvent and it fails to make any payment due to the Issuer required under the Swap Agreement, the Issuer will be subject to the potential variation between the fixed rates of interest payable in respect of the Fixed Rate Loans in the Portfolio and the Compounded Daily SONIA interest payments due on the Notes. Unless one or more comparable replacement swaps are entered into in a timely manner, the Issuer may have insufficient funds to make payments due on the Notes after that date.

Ratings of the Class A 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 expected to be assigned by the Rating Agencies only.

The ratings expected to be assigned to the Class A Notes by both the Rating Agencies address, *inter alia* the likelihood of full and timely payment to the holders of the Class A Notes of all interest payable on each Interest Payment Date.

The ratings expected to be assigned to the Class A Notes on the Closing Date are set out under "*Ratings*". A rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating agency 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, the Citi Account Bank and/or the Santander Account Bank) in the future so warrant. See also "*Change of counterparties*" above.

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

Rating agencies other than the Rating Agencies could seek to rate the Class A Notes and if such unsolicited ratings are lower than the comparable ratings assigned to the Class A Notes by the Rating Agencies, those unsolicited ratings could have an adverse effect on the market value of the Class A 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 expected to be assigned to the Class A Notes by each Rating Agency are based on, among other things, short-term and long-term unguaranteed and unsecured counterparty risk assessment of the Citi Account Bank, the Santander 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 of the Class A Notes. If a replacement counterparty with the requisite ratings cannot be found, this is likely to have an adverse impact on the rating of the Class A Notes and, as a consequence, the resale price of the Class A Notes in the market and the prima facie eligibility of the Class A Notes for use in certain liquidity schemes established by, among others, the Bank of England.

Rating Agency confirmation in relation to the Class A 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 Class A Notes. In such circumstances, the Note Trustee or the Security Trustee may require the Issuer to seek confirmation from the Rating Agencies that certain actions proposed to be taken by the Issuer and the Note Trustee or, as the case may be, the Security Trustee will not have an adverse effect on the then current ratings of the Class A Notes (a "**Rating Agency Confirmation**").

A Rating Agency Confirmation that any action or inaction proposed to be taken by the Issuer or the Note Trustee or, as the case may be, the Security Trustee will not have an adverse effect on the then current ratings of the Class A 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. While entitled to have regard to the fact that the Rating Agencies have confirmed in writing that the then current ratings of the Class A 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), the Issuer, the Note Trustee, the Security Trustee or any other person or create any legal relationship between the Rating Agencies and the Secured Creditors (including the Noteholders), the Issuer, the Note Trustee, the Security Trustee or any other person whether by way of contract or otherwise. In addition the Note Trustee and/or the Security 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 Note Trustee or the Security Trustee to seek a Rating Agency Confirmation and a written request for such Rating Agency Confirmation or response is delivered to each Rating Agency by or on behalf of the Issuer and (i) (A) one Rating Agency (such Rating Agency, a "**Non-Responsive Rating Agency**") indicates that it does not consider such Rating Agency Confirmation or response necessary in the circumstances or that it does not, as a matter of practice or policy, provide such Rating Agency Confirmation or response or (B) within 30 days of delivery of such request, no Rating Agency Confirmation or response is received and/or such request elicits no statement by such Rating Agency that such Rating Agency Confirmation or response could not be given; and (ii) one Rating Agency gives such Rating Agency Confirmation or response based on the same facts, then such condition to receive a Rating Agency Confirmation or response from each Rating Agency shall be modified so that there shall be no requirement for the Rating Agency Confirmation or response from the Non-Responsive Rating Agency if the Issuer provides to the Note Trustee and the Security Trustee a certificate signed by two directors certifying and confirming that each of the events in sub-paragraphs (i) (A) or (B) and (ii) has occurred, the Issuer having sent a written request to each Rating Agency. The Note Trustee and the Security Trustee shall be entitled to rely on such certificate without further enquiry or liability.

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 Class A Notes as a result of the action or step. Such a downgrade, qualification or withdrawal to the then current ratings of the Class A Notes may have an adverse effect on the value of the Class A Notes.

Searches, Investigations and Warranties in Relation to the Loans

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

Neither the Note Trustee, the Security Trustee, the Joint Lead Managers, the Arranger nor the Issuer has undertaken, or will undertake, any investigations, searches or other actions of any nature whatsoever in respect of any Loan or its Related Security in the Portfolio and each relies instead on the warranties given in the Mortgage Sale Agreement by the Seller and title insurance. As such, the Loans may be subject to matters which would have been revealed by a full investigation of title and which may have been remedied or, if incapable of remedy, may have resulted in the Related Security not being accepted as security for a Loan had such matters been revealed. The 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 require the Seller to repurchase any relevant Loan and its 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, none of the Issuer, the Security Trustee or the Note Trustee will have recourse to any other person in the event that the Seller, for whatever reason, fails to meet such obligations. Furthermore, although the Seller and the Servicer have undertaken, pursuant to the Mortgage Sale Agreement and Servicing Agreement, to notify the Issuer (and, if applicable, the Servicer) upon becoming aware of a material breach of any Loan Warranty, there shall be no obligation on the part of the Seller or the Servicer to monitor compliance of the Loans with the Loan Warranties following the Closing Date. This may affect the quality of the Loans and their Related Security in the Portfolio and accordingly the ability of the Issuer to make payments due on the Notes.

Insurance Policies

The Mortgage Conditions require borrowers to have buildings insurance in place for the relevant Property at all times. 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 Borrowers may not pay the premiums due under the relevant buildings insurance policies. Neither the Servicer nor the Issuer has the benefit of any block insurance policy in relation to any Property. Accordingly if a Borrower has not affected or has otherwise failed to maintain buildings insurance and the Property is wholly or partially destroyed, a Borrower may have insufficient resources to effect repairs or rebuild the Property which in turn may reduce the value of the Related Security.

The Seller will also have, in the case of all remortgages subject to a fees-assisted re-mortgage conveyancing process, the benefit of title indemnity insurance relating to its title to the relevant Properties, the benefit of which is assigned to the Issuer. In the case of such remortgages subject to a fees-assisted re-mortgage conveyancing process, the Seller distributes conveyancing work to a closed panel of law firms via Legal Marketing Services Limited to conduct a standard process for such remortgages. Having completed the specified process, conveyancers provide a Certificate of Title confirming that the fees-assisted re-mortgage conveyancing process has been completed and that the Seller will have a valid first legal charge or, in Scotland, standard security on completion.

CERTAIN INSOLVENCY RISKS

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

If a creditor of the Issuer (such as the Swap Provider) or a related entity becomes subject to insolvency proceedings in any jurisdiction outside England and Wales (including, but not limited to, the U.S.), and it is owed a payment by the Issuer, a question arises as to whether the insolvent creditor or any insolvency official appointed in respect of that creditor could successfully challenge the validity and/or enforceability of subordination provisions included in Transaction Documents governed by the laws of England and Wales (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, the market value of the Notes and/or the ability of the Issuer to satisfy its obligations under the Notes.

Lastly, given the general relevance of the issues under discussion in the judgments referred to above and that the Transaction Documents will include terms providing for the subordination of 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 Class A Notes. If any rating assigned to the Class A Notes is lowered, the market value of the Class A Notes may reduce.

Security and insolvency considerations

The Issuer will enter into the Deed of Charge pursuant to which it will grant the Security in respect of certain of its obligations, including its obligations under the Notes (as to which, see "*Summary of the Key Transaction Documents – Deed of Charge*"). If certain insolvency (or pre-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 Security 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.

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

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

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 and/or subject to pre-insolvency restructuring proceedings, no assurance can be given that any modification of the exceptions from the application of the new insolvency reforms referred to above will not be detrimental to the interests of the Noteholders and there can be no assurance that the Issuer will not become insolvent and/or the subject of insolvency or pre-insolvency restructuring proceedings and/or that the Noteholders would not be adversely affected by the application of insolvency laws (including English insolvency laws and, if applicable, Scottish insolvency laws and Northern Irish insolvency laws or the laws affecting the creditors' rights generally).

Fixed charges may take effect under the laws of England and Wales and Northern Ireland as floating charges

The law in England and Wales and Northern Ireland 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 or assignation in security) may take effect under the laws of England and Wales and Northern Ireland as floating charges only, if, for example, it is determined that the Security 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 Security Trustee in respect of the floating charge assets.

The interest of the Secured Creditors in property and assets over which there is a floating charge will rank behind the expenses of any administration or liquidator and the claims of certain preferential creditors on enforcement of the Security. Section 250 of the Enterprise Act 2002 abolished Crown Preference in relation to all insolvencies, save in respect of certain tax liabilities owed to HMRC at the point of insolvency (and thus reducing the categories of preferential debts that are to be paid in priority to debts due to the holder of a floating charge). In addition, 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. 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 ("***Re Leyland Daf***"), the general position was that, in a liquidation of a company, the liquidation expenses ranked ahead of unsecured debts and floating chargees' claims. *Re Leyland Daf* reversed this position so that liquidation expenses could no longer be recouped out of assets subject to a floating charge. However, section 176ZA of the Insolvency Act 1986, which came into force on 6 April 2008, effectively reversed

by statute the House of Lords' decision in *Re Leyland Daf.* As a result costs and expenses of liquidation will be payable out of floating charge assets in priority to the claims of the floating charge-holder. In respect of certain litigation expenses of the liquidator only, this is subject to the approval of the amount of such expenses by the floating charge-holder (or, in certain circumstances, the court) pursuant to rules 4.218A to 4.218E of the Insolvency Rules 1986. In general, the reversal of *Re Leyland Daf* applies in respect of all liquidations commenced on or after 6 April 2008.

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

CERTAIN MARKET RISKS

Absence of secondary market

There is currently a limited secondary market for the Notes, and no assurance is provided that an active and liquid secondary market for the Notes will develop further. None of the Notes 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 or it may not provide Noteholders with liquidity of investment with the result that a Noteholder may not be able to find a buyer to buy its notes readily or at prices that will enable the Noteholders 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 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.

Whilst central bank schemes such as, amongst others, the Bank of England's Sterling Monetary Framework provide an important source of liquidity in respect of eligible securities, further restrictions in respect of the relevant eligibility criteria for eligible collateral which applies and will apply in future are likely to adversely impact secondary market liquidity for mortgage-backed securities in general, regardless of whether the Notes are eligible securities. Therefore, neither the Issuer nor the Seller gives 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. As to LCR eligibility, see the section of this Prospectus entitled "*Risk Factors – Certain Regulatory Risks in respect of the Notes*". Any potential investor in the Notes should reach their own conclusions and seek their own advice with respect to whether or not the Notes constitute eligible collateral for such central bank schemes.

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

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

To the extent that Borrowers have other outstanding indebtedness at variable rates of interest, their interest payments on such debts could, in the context of a tightening of monetary policy, go up and impact their ability to meet their obligations under their Loans.

Borrowers seeking to avoid increased monthly 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.

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

In addition, the manner of adoption or application of SONIA reference rates in the bond markets may differ materially compared with the application and adoption of SONIA in other markets, such as the derivatives and loan markets. Investors should carefully consider how any mismatch between the adoption of SONIA reference rates across these markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of the Notes referencing SONIA.

Changes or uncertainty in respect of SONIA may affect the value and payment of interest under the relevant Classes of Notes

Interest rates and indices which are deemed to be "benchmarks" (including SONIA) have been the subject of national and international regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes referencing such a benchmark.

Regulation (EU) 2016/1011 (the "**EU Benchmarks Regulation**") applies from 1 January 2018 in general, subject to certain transitional provisions. Certain requirements of the EU Benchmark Regulation apply with respect to the provision of a wide range of benchmarks (including SONIA), the contribution of input data to a benchmark and the use of a benchmark within the European Union. In particular, the EU Benchmarks Regulation, among other things, (i) requires benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and to comply with extensive requirements in relation to the administration of benchmarks and (ii) prevents certain uses by EU-supervised entities of benchmarks of administrators that are not authorised or registered (or, if non-EU-based, deemed equivalent or recognised or endorsed). Regulation (EU) 2016/1011 as it forms part of domestic law by virtue of the EUWA (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 EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable, 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 EU Benchmarks Regulation and/or 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.

More broadly, any of the international or national reforms, or the general increased regulatory scrutiny of benchmarks, could increase the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any such regulations or requirements.

These reforms and other pressures may cause such benchmarks to disappear entirely or 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.

In particular, investors should 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 an amendment may be made under Note Condition 13.9 (*Additional Right of Modification*) to change the Compounded Daily SONIA rate on the relevant Classes of Notes to an alternative reference rate under certain circumstances broadly related to SONIA disruption or discontinuation and subject to certain conditions, there can be no assurance that any such amendment will be made or, if made, that it will (i) fully or effectively mitigate interest rate risks or result in an equivalent methodology for determining the interest rates on the relevant Classes of Notes or (ii) be made prior to any date on which any of the risks described in this risk factor may become relevant; and

(c) if SONIA is discontinued, and whether or not an amendment is made under Note Condition 13.9 (*Additional Right of Modification*) to change the Compounded Daily SONIA rate on the relevant Classes of Notes as described in paragraph (b) above, there can be no assurance that the Issuer and the Swap Provider would agree to modify the base floating rate used to determine payments under the Swap Agreement so that such rate corresponds to the rate used to determine interest payments under the relevant Classes of Notes or that any such amendment made under Note Condition 13.9 (*Additional Right of Modification*) would allow the Swap Agreement to effectively mitigate interest rate and currency risks on the Notes. As a result, and in such circumstances, the Issuer's obligation under the SONIA-linked Notes may be unhedged.

Investors should note the various circumstances under which a Reference Rate Modification may be made, which are specified in Note Condition 13.9 (*Additional Right of Modification*). As noted above, these events broadly relate to SONIA's disruption or discontinuation, but also include, inter alia, any public statements by the SONIA administrator or its supervisor to that effect, and a Reference Rate Modification may also be made if the Issuer (or the Servicer on its behalf) reasonably expects any of these events to occur within six months of the proposed effective date of such Reference Rate Modification. A Reference Rate Modification may also be made if an alternative means of calculating a SONIA-based reference rate is introduced which becomes a standard means of calculating interest for similar transactions. Investors should also note the various options permitted as an Alternative Reference Rate as set out in Note Condition 13.9 (*Additional Right of Modification*), which include,

inter alia, a reference rate utilised in a publicly-listed new issue of sterling-denominated asset-backed floating rate notes where the originator of the relevant assets is Atom Bank or an affiliate (including any parent entity of Atom Bank, any subsidiary of any parent entity of Atom Bank and any subsidiary of Atom Bank) of Atom Bank or such other reference rate as the Issuer (or the Servicer on its behalf) reasonably determines. Investors should also note the negative consent requirements in relation to a Reference Rate Modification (as to which, see "*Meetings of Noteholders, Modification and Waivers*" below).

When implementing any Reference Rate Modification, the Note Trustee shall not consider the interests of the Noteholders, any other Secured Creditor or any other person, and shall act and rely solely and without further investigation on any certificate (including, but not limited to, a Reference Rate Modification Certificate) or other evidence (including, but not limited to, a Ratings Agency Confirmation) provided to them by the Issuer or Servicer, as the case may be, pursuant to Note Condition 13.9 (*Additional Right of Modification*) and shall not be liable to the Noteholders, any other Secured Creditor or any other person for so acting or relying, irrespective of whether any such modification is or may be materially prejudicial to the interests of any such person.

More generally, any of the above matters (including an amendment to change the Compounded Daily SONIA rate as described in paragraph (c) above) or any other significant change to the setting or existence of SONIA could affect the ability of the Issuer to meet its obligations under the Notes and/or 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 adjustment to the Conditions, early redemption, delisting or other consequence in relation to the Notes. No assurance may be provided that relevant changes will not be made to SONIA or any other relevant reference rate and/or that such reference rates will continue to exist. Investors should consider these matters when making their investment decision with respect to the Notes.

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

The relationship between the United Kingdom and the EEA may affect the ability of the Issuer to satisfy its obligations under the Notes and/or the market value and/or liquidity of the Notes in the secondary market

The United Kingdom ("**UK**") left the European Union ("**EU**") on 31 January 2020 at 11pm, and the transition period has 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 European Economic Area ("**EEA**").

The EU-UK Trade and Cooperation Agreement (the "**Trade and Cooperation Agreement**"), which governs the relations between the EU and the UK following the end of the transition period and which had provisional application pending completion of ratification procedures, entered into force on 1 May 2021. The Trade and Cooperation Agreement includes a set of review dates and transitional periods. It provides for reviews of implementation every five years, with the first due in 2026. 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 EUWA and secondary legislation made under powers provided in this Act ensure that there is a functioning statute book in the UK. While temporary transitional measures introduced by the UK, and in certain cases EU, regulators may be available in certain circumstances, there are no broadly applied arrangements between the UK and the EU that accommodate mutual recognition or equivalence for

regulatory purposes and no assurances can be made that any such arrangements will be available in the UK and/or the EU in the future.

Prospective investors should also note that the regulatory treatment, including the availability of any preferential regulatory treatment, of the Notes may be affected (as to which, please refer to the risk factor entitled "*Regulatory initiatives may have an adverse impact on the regulatory treatment of the Notes*").

It is difficult to determine what the precise impact of the new relationship between the UK and the EU will be on general economic conditions in the UK, including any implications for the UK sovereign ratings, ratings of the Issuer and the relevant Transaction Parties and the performance of the UK housing market. In addition, following the UK's withdrawal from the EU, future UK political developments and/or any changes in government structure and policies, could affect the fiscal, monetary and regulatory landscape.

It is also not possible to determine the precise impact that these matters will have on the business of the Issuer (including the performance of the underlying Loans), any other party to the transaction documents and/or any borrower in respect of the underlying loans, or on the regulatory position of any such entity or of the transactions contemplated by the transaction documents under European Union regulations or more generally.

No assurance can be given that any of the matters outlined above would not adversely affect the ability of the Issuer to satisfy its obligations under the Notes and/or the market value and/or liquidity of the Notes in the secondary market (see also risk factor titled "*Absence of secondary market*").

Legal uncertainty

A significant proportion of English law, Scots law and Northern Irish law was derived from or was designed to operate in concert with EU law. This is especially true of the law relating to financial markets, financial services, prudential and conduct regulation of financial institutions, bank recovery and resolution, payment services and systems, settlement finality, and market infrastructure.

The UK incorporated most of the existing EU law *acquis* into UK law at the end of the transition period following its exit from the EU, with the intention of limiting immediate legal change. The EUWA also grants the UK Government wide powers to make secondary legislation in order to, among other things, adapt retained EU law that would otherwise not function sensibly once the UK left the EU with minimal parliamentary scrutiny. The secondary legislation made under those powers would be able to do anything that could be done by an act of Parliament. Over time, however significant changes to English law in areas relevant to the Transaction and the Transaction Parties are likely. The Issuer cannot predict what any such changes will be and how they may affect payments of principal and interest to the Noteholders. Prospective investors should, however, note that payments due under the Notes may be negatively affected by such changes to English law, Scots law and Northern Irish law.

Rating actions

The Brexit vote resulted in rating downgrades of the UK sovereign and the Bank of England by S&P, Fitch and Moody's. The rating of the sovereign affects the ratings of entities operating in its territory, and in particular the ratings of financial institutions. Further downgrades may cause downgrades to counterparties to the Transaction Documents meaning that they will cease to have the relevant required ratings to fulfil their roles and need to be replaced. 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 Portfolio and accordingly the ability of the Issuer to pay interest and repay principal to Noteholders and the ratings assigned to the Notes on the Closing Date could be adversely affected.

While the extent and impact of these issues are unknown, Noteholders should be aware that they could have an adverse impact on Noteholders and the payment of interest and repayment of principal on the Notes.

CERTAIN REGULATORY RISKS IN RESPECT OF THE NOTES

Change of Law

The structure of the transaction and, *inter alia*, the issue of the Notes and the ratings which are expected to be assigned to the Class A Notes are based on the law, regulation, accounting 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) and practice or tax treatment after the date of this Prospectus nor can any assurance be given as to whether any such change would adversely affect the ability of the Issuer to make payments under the Notes. In addition, it should be noted that regulatory requirements (including any applicable risk 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.

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

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

In particular, investors should note in particular that the Basel Committee on Banking Supervision ("**BCBS**") has approved a series of significant changes to the Basel framework for prudential regulation (such changes being referred to by the BCBS as Basel III, and referred to, colloquially, as Basel III in respect of reforms finalised prior to 7 December 2017 and Basel IV in respect of reforms finalised on or following that date). The Basel III/IV reforms, which include revisions to the credit risk framework in general and the securitisation framework in particular, may result in increased regulatory capital and/or other prudential requirements in respect of securitisation positions. The BCBS continues to work on new policy initiatives. National implementation of the Basel III/IV reforms may vary those reforms and/or their timing. It should also be noted that changes to prudential requirements have been made for insurance and reinsurance undertakings through participating jurisdiction initiatives, such as the Solvency II framework in the EEA and the UK, both of which are under review and subject to further reform. In particular, in the UK, the PRA published a consultation paper CP16/22 on the implementation of the Basel 3.1 standards on 30 November 2022. On 12 September 2024, the PRA published the second of two near-final policy statements (PS9/24) on the implementation of Basel 3.1 standards. This follows the first near-final policy statement (PS17/23) published on 12 December 2023. PS9/24 focuses on the implementation of Basel 3.1 standards for credit risk and the output floor and in most regards, the PRA

continued the approach proposed in CP16/22 but has also proposed to amend more substantive reforms originally set out in CP16/22. On 17 January 2025, the PRA has decided to delay the implementation date until 1 January 2027 (instead of 1 July 2025) and reduced the transitional period accordingly to ensure the date of full implementation of the Basel 3.1 standards remains at 1 January 2030, as set out in the original proposals in CP16/22.

The matters described above and any other changes to the regulation or regulatory treatment of the Notes for some or all investors may negatively impact the regulatory position of individual investors and, in addition, have a negative impact on the price and liquidity of the Notes in the secondary market.

Prospective investors are responsible for analysing their own regulatory position and prudential regulation treatment applicable to the Notes and should consult with their own advisers in this respect.

Risks relating to the Banking Act 2009

The Banking Act 2009 (the "**Banking Act**") includes provision for a special resolution regime pursuant to which specified UK authorities have extended tools to deal with the failure (or likely failure) of certain UK incorporated entities, including 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, the Citi Account Bank, the Santander Account Bank, the Custodian and the Collection Account Bank.

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

In general, the Banking Act requires the UK authorities to have regard to specified objectives in exercising the powers provided for by the Banking Act. One of the objectives (which is required to be balanced as appropriate with the other specified objectives) refers to the protection and enhancement of the stability of the financial system of the 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 (such as the Scottish Declaration of Trust), (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 trigger events in respect of perfection of legal title to the Loans). As a result, the making of an instrument or order in respect of a relevant entity as described above may affect the ability of the Issuer to meet its obligations in respect of the Notes.

As noted above, the stabilisation tools may be used in respect of certain banking group companies provided certain conditions are met. If the Issuer was regarded to be a banking group company and no exclusion applied, then it would be possible in certain scenarios for the relevant authority to exercise one or more relevant stabilisation tools (including the property transfer powers and/or the bail-in powers) in respect of it, which could result in reduced amounts being available to make payments in respect of the Notes and/or in the modification, cancellation or conversion of any unsecured portion of the liability of the Issuer under the Notes at the relevant time. In this regard, it should be noted that the UK authorities have provided an exclusion for certain securitisation companies, which exclusion is expected to extend to the Issuer, although aspects of the relevant provisions are not entirely clear.

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

EU Securitisation Regulation and UK Securitisation Framework

The EU Securitisation Regulation applies in general (subject to certain grandfathering) from 1 January 2019 and, from 9 April 2021, the EU Securitisation Regulation applies as amended by Regulation (EU) 2021/557. However, some legislative measures necessary for the full implementation of the EU Securitisation Regulation regime have not yet been finalised and compliance with certain requirements is subject to the application of transitional provisions. In addition, further amendments are expected to be introduced to the EU Securitisation Regulation regime as a result of its wider review. In this regard it should be noted that in October 2024 the European Commission published a consultation on various policy options for the wide reforms to the prudential and non-prudential regulation of securitisation, including, among other things, reforms aimed at potentially reducing the regulatory burden in relation to the investor due diligence and transparency requirements under the EU Securitisation Regulation. The EU Securitisation Regulation establishes certain common rules for all securitisations that fall within its scope (including recast of pre-1 January 2019 risk retention and investor due diligence regimes). It is expected that, in H1 of 2025, this consultation will be followed by the publication of a package of legislative amendments by the European Commission, followed by the negotiation of this package of reforms with the European Parliament and the Council of the European Union. Furthermore, the European Securities and Markets Authority ("**ESMA**") is expected before the end of 2024 to confirm the outcome of its 2023 consultation on the review of the EU reporting templates. However, any progress with the amendments to the EU reporting templates by ESMA is likely to be impacted by and will be subject to the wider securitisation reforms mentioned above. Therefore, when any such reforms will be finalised and become applicable and whether such reforms will benefit the parties to this Transaction and/or the Notes remains to be seen.

The EU Securitisation Regulation establishes certain common rules for all securitisations that fall within its scope (including recast of pre-1 January 2019 risk retention and investor due diligence regimes). The EU Securitisation Regulation has direct effect in member states of the EU, once the EU Securitisation Regulation is incorporated into the EEA Agreement, it will apply more broadly in the EEA, including Iceland, Norway and Liechtenstein.

Following the UK's withdrawal from the EU at the end of 2020, the Regulation (EU) 2017/2402 as it formed part of domestic law by virtue of the EUWA (the "**UK Securitisation Regulation**") became applicable in the UK largely mirroring (with some adjustments) the EU Securitisation Regulation as it applied in the EU at the end of 2020. However, from 1 November 2024, the UK Securitisation Regulation regime was revoked and replaced with a new recast regime introduced under the FSMA and related thereto (i) the 2024 UK SR SI as well as (ii) the PRA Securitisation Rules and the SECN (collectively, the "**UK Securitisation Framework**"). The UK Securitisation Framework applies to this Transaction. Also note that in H2 2025 the UK government, the PRA and the FCA will 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. Therefore, at this stage, not all the details are known on the implementation of the UK Securitisation Framework. Please note that some divergence between EU and UK regimes exists already. 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 EU and UK regimes 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 EU Securitisation Regulation and/or the UK Securitisation Framework requirements will apply to 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 certain due diligence requirements prior to holding a securitisation position and on an ongoing basis while holding the position under Article 5 of the EU Securitisation Regulation or the relevant due diligence provisions of the UK Securitisation Framework. Among other things, prior to holding a securitisation position, such institutional investors are required to verify under their respective EU or UK regime certain matters with respect to compliance of the relevant transaction parties with credit granting standards, risk retention and transparency requirements and, on transactions notified as UK STS, compliance of that transaction with the UK STS requirements.

With respect to the commitment of the Seller to retain a material net economic interest in the securitisation pursuant to Article 6 of the EU Securitisation Regulation (as required for the purposes of Article 5(1)(d) of the EU Securitisation Regulation not taking into account any relevant national measures, as if it were applicable to it, but solely as such articles are interpreted and applied on the Closing Date) and with respect to the information to be made available by the Issuer (or by the Servicer on the Issuer's behalf), please see the statements set out in "*Certain Regulatory Disclosures – Risk Retention Requirements*". With respect to the contractual commitment of the Seller to provide (or to procure the provision of) certain information and reports required pursuant to Article 7 of the EU Securitisation Regulation (as if it were applicable to it and the Issuer), please see the statements set out in "*Certain Regulatory Disclosures – Transparency and Reporting under the UK Securitisation Framework and the EU Securitisation Regulation*".

If the relevant European- or UK-regulated institutional investor elects to acquire or holds the Notes having failed to comply with one or more of these requirements, as applicable to them under their respective EU or UK regime, this may result in the imposition of a penal capital charge on the Notes for institutional investors subject to regulatory capital requirements or a requirement to take corrective action, in the case of a certain type of regulated fund investor. Aspects of the requirements of the EU Securitisation Regulation and the UK Securitisation Framework and what is or will be required to demonstrate compliance to national regulators remain unclear. Prospective investors should therefore make themselves aware of the requirements (including any changes arising as a result of the reforms) applicable to them in their respective jurisdictions and are required to independently assess and

determine the sufficiency of the information described in this Prospectus generally for the purposes of complying with such due diligence requirements, as applicable.

Prospective investors should note that the obligations of Atom Bank to comply with the EU Disclosure Requirements and the EU Retention Requirements are strictly contractual and Atom Bank has elected to comply with such requirements in its discretion and such obligations apply until such time when Atom Bank is able to certify to the Issuer and the Note Trustee that a competent EU authority has confirmed that the satisfaction of the UK Disclosure Requirements and the UK Retention Requirements, will also satisfy the EU Disclosure Requirements and the EU Retention Requirements (as applicable) due to the application of an equivalence regime or similar analogous concept.

Prospective investors are referred to the sections entitled "*Certain Regulatory Disclosures*" and "*General Information"* for further details and should note that there can be no assurance that undertakings relating to compliance with the UK Securitisation Framework or the EU Securitisation Regulation, 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.

Various parties to the securitisation transaction described in this Prospectus (including Atom Bank) are also subject to the requirements of the UK Securitisation Framework. However, some uncertainty remains in relation to the interpretation of some of these requirements and what is or will be required to demonstrate compliance to the relevant UK regulators. Non-compliance with the relevant requirements directly applicable to such transaction parties under the UK Securitisation Framework may give rise to certain administrative sanctions (including fines), which may adversely impact on the relevant parties' ability to perform their functions under the Transaction Documents and, in the case of any fines imposed on the Issuer, such fines will rank ahead of amounts payable to the Noteholders and may therefore adversely affect the ability of the Issuer to make payments under the Notes.

Simple, Transparent and Standardised Securitisations

Regulation (EU) No 575/2013 as it forms part of domestic law by virtue of the EUWA, the law of the United Kingdom or any part of it, which immediately before IP completion day (as defined in the European Union (Withdrawal Agreement) Act 2020) implemented Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC and its implementing measures and CRR rules, as such term is defined in Article 144A of FSMA (together, the "**UK CRR**") include provisions that implement the revised securitisation framework developed by BCBS (with adjustments) and provides, among other things, for harmonised foundation criteria and procedures applicable to securitisations seeking designation as UK STS securitisation.

The UK STS securitisation designation impacts on the potential ability of the Notes to achieve better or more flexible regulatory treatment from the perspective of the applicable UK regulatory regimes, such as the prudential regulation of UK CRR firms and firms subject to the Solvency II regime applicable to the UK, comprising the Solvency II Regulations 2015, the Rulebook of the Prudential Regulation Authority, and Commission Delegated Regulation (EU) 2015/35 of 10 October 2014, in each case as they form part of the current domestic law of the UK by virtue of the EUWA and secondary legislation made under it (including but not limited to The Solvency 2 and Insurance (Amendment, etc.) (EU Exit) Regulations 2019), in each case, as amended, including by the EUWA (the "**UK Solvency II**), and from the perspective of the UK EMIR regime, as to which investors are referred to "*European Market Infrastructure Regulation*" below.

It is intended that a UK STS Notification will be submitted to the FCA by Atom Bank, as originator. The UK STS Notification, once notified to the FCA will be made available via the UK Securitisation Repository and on the FCA STS Register website.

The originator and the Issuer have used the services of PCS UK to carry out the UK STS Verification (and to provide UK STS Additional Assessments with regard to the status of the Notes for the purposes of Article 243 and Article 270 of the UK CRR and Articles 7 and 13 of the UK LCR Regulation). It is expected that the UK STS Verification and the UK STS Additional Assessments prepared by PCS UK will be available on its website. For the avoidance of doubt, the PCS Website and the contents of that website do not form part of this Prospectus.

It is important to note that the involvement of PCS UK is not mandatory and the responsibility for compliance with the UK Securitisation Framework remains with the relevant institutional investors, originators, sponsors and issuers, as applicable in each case. A UK STS Verification (and/or UK STS Additional Assessments) will not absolve such entities from making their own assessments with respect to the UK Securitisation Framework and other relevant regulatory provisions, and a UK STS Verification (and/or UK STS Additional Assessments) cannot be relied on to determine compliance with the foregoing regulations in the absence of such assessments by the relevant entities.

The UK STS status of the Notes is not static and investors should verify the current status on the FCA STS Register website, which will be updated where the Notes are no longer considered to be UK STS following a decision of the FCA or another relevant UK regulator or a notification by Atom Bank.

The UK STS securitisation designation is not an opinion on the creditworthiness of the relevant Notes nor on the level of risk associated with an investment in the relevant Notes. It is not an indication of the suitability of the relevant Notes for any investor and/or a recommendation to buy, sell or hold Notes. Institutional investors that are subject to the due diligence requirements of the UK Securitisation Framework need to make their own independent assessment and may not solely rely on any UK STS Verification, the UK STS Notification, any UK STS Additional Assessments or other disclosed information.

No assurances can be provided that the securitisation transaction described in this Prospectus does or continues to qualify as a UK STS securitisation under the SECN. The relevant institutional investors are required to make their own assessment with regard to compliance of the securitisation with the UK STS Requirements and such investors should be aware that non-compliance with the UK STS Requirements and the change in the UK STS status of the Notes may result in the loss of better regulatory treatment of the Notes under the applicable UK regulatory regime(s), including in the case of prudential regulation, higher capital charges being applied to the Notes and may have a negative effect on the price and liquidity of the Notes in the secondary market. In addition, non-compliance may result in various sanctions and/or remedial measures being imposed on the relevant transaction parties, including Atom Bank, which may have an impact on the availability of funds to pay the Notes.

Note that designation as UK STS securitisation does not meet, as at the date of this Prospectus, the STS requirements of the EU Securitisation Regulation, and, as such, better or more flexible regulatory treatment under the relevant EU regulatory regimes (in particular, under the EU Capital Requirements Regulation, the EU LCR Regulation and the EU Solvency II regime) will not be available. While it is possible that in due course, as part of the wider review of the EU Securitisation Regulation regime, an equivalence regime for non-EU STS securitisations may be introduced in the EU, resulting in the UK STS regime being considered equivalent, no assurances can be made that such equivalence regime will be introduced or that, when introduced, it will benefit the EU regulatory treatment of the Notes.

European Market Infrastructure Regulation

The derivatives markets are subject to extensive regulation in a number of jurisdictions, including in the UK pursuant to Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories as amended by Regulation (EU) 2019/834 of the European Parliament and of the Council of 20 May 2019 as it forms part of the laws of the United Kingdom ("**UK EMIR**") and, in Europe pursuant to Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and the trade repositories as amended by Regulation (EU) 2019/834 of the European Parliament and of the Council of 20 May 2019 ("**EU EMIR**"), each as amended and supplemented from time to time.

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

Under UK EMIR and EU EMIR, counterparties can be classified as (i) financial counterparties ("**FCs**") (which includes a sub-category of small FCs ("**SFCs**")) and (ii) non-financial counterparties ("**NFCs**"). The latter classification is further split into: (i) non-financial counterparties whose positions, together with the positions of all other non-financial counterparties in its group (as defined in UK EMIR and EU EMIR), in OTC derivatives (excluding hedging positions) exceed a specified clearing threshold ("**NFC+**"), and (ii) non-financial counterparties below the clearing threshold ("**NFC-**"). Whereas FCs and NFC+ entities may be subject to the relevant Clearing Obligation or, to the extent that the relevant swaps are not subject to clearing, to the relevant Collateral Obligation and the relevant daily valuation obligation under the Risk Mitigation Requirements, such obligations do not apply in respect of NFC- entities. In addition, in respect of the Reporting Obligation, UK FCs are solely responsible and legally liable for reporting the details of OTC derivative contracts concluded with NFC-s on behalf of both counterparties as well as for ensuring the correctness of the reported details (known as "**mandatory reporting**"). Note that mandatory reporting under UK EMIR does not apply to in-scope derivative transactions executed with non-UK counterparties, and therefore the UK counterparty (such as the Issuer) remains responsible for complying with the reporting obligation, although it may delegate that reporting obligation to a third party. Note also that the calculation of the UK EMIR clearing threshold (together with other aspects of UK EMIR) may be impacted in due course by reforms although the scope of the UK EMIR reforms is yet to be confirmed. In an EU context, the calculation of the clearing threshold (together with other aspects of EU EMIR) will be impacted by reforms to EU EMIR as a result of EU EMIR 3.0. However, the implementation of changes to the calculation of the clearing threshold is subject to the development of secondary legislation which is not currently expected to be finalised and become applicable until the second half of 2025.

On the basis that the Issuer currently has the counterparty status of NFC- under UK EMIR, and a third country equivalent to an NFC- under EU EMIR (a "**TCE NFC-**") for the purposes of EU EMIR, although a change in its position cannot be ruled out, neither the Clearing Obligation nor the Collateral Obligation should apply to it. If the Issuer's counterparty status as an NFC- under UK EMIR or a TCE NFC- under EU EMIR changes then certain OTC derivatives contracts that are entered into by the Issuer may become subject to the relevant Clearing Obligation or (more likely) the relevant Collateral Obligation and the relevant Risk Mitigation Requirements. In this regard, it should be noted that it is not clear that the Swap Agreement would be a relevant type of OTC derivative contract that would be subject to the Clearing Obligation under the implementing measures made to date. In respect of UK EMIR, it should also be noted that, given the intention to seek the UK STS designation for the Notes,

should the status of the Issuer change to NFC+ or FC under UK EMIR and/or a third country equivalent to a FC or NFC+ for the purposes of EU EMIR (a "**TCE FC**" or a "**TCE NFC+**", respectively) (as applicable), another exemption from the Clearing Obligation and a partial exemption from the Collateral Obligation may be available for the Swap Transaction, provided the applicable conditions are satisfied. With regard to the latter, please refer to the risk factors entitled "*EU Securitisation Regulation and UK Securitisation Framework*" and "*Simple, Transparent and Standardised Securitisations*" above. In respect of EU EMIR, the Notes (given they will not obtain EU STS designation) will not be able to benefit from the equivalent exemption under EU EMIR should the status of the Issuer change to TCE NFC+ or TCE FC.

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

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

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

Prospective investors should also note that uncertainty remains as to the full impact on the Swap Transaction of the reforms to UK EMIR and EU EMIR.

In respect of the Reporting Obligation under UK EMIR, with effect from 30 September 2024, changes are being made to the existing UK EMIR reporting regime and the Issuer must comply with the changes from this date (as the Issuer remains legally liable and responsible for the Reporting Obligation even if it has delegated the Reporting Obligation to a third party). Amongst other things, all new reports (including any modifications or terminations of derivatives entered into before 30 September 2024) must comply with the amended requirements. Prospective investors should note that failure to comply with the Reporting Obligation may lead to regulatory sanctions (including fines). If sanctions were imposed, the amounts available to the Issuer to meet its obligations may be reduced, which may in turn result in investors' receiving less interest or principal than expected. The Issuer will be required to continually comply with UK EMIR and/or EU EMIR (if applicable) while it is party to any interest rate swaps, including any amendments thereto, additional provisions or technical standards which may come into force after the Closing Date, and this may necessitate amendments to the Transaction Documents. Subject to receipt by the Note Trustee of a certificate from (i) the Issuer signed by two directors or (ii) the Servicer on behalf of the Issuer, in each case, certifying to the Note Trustee and the Security Trustee that the amendments requested by the Issuer are to be made solely for the purpose of enabling the Issuer to satisfy its requirements under UK EMIR and/or EU EMIR (if applicable), the Note Trustee with the written consent of the Secured Creditors which are a party to the relevant Transaction Documents shall, without the consent or sanction of the Noteholders or any of the other Secured Creditors, agree to any modification to the Transaction Documents or the Note Conditions that are requested in writing by the Issuer (acting in its own discretion or at the direction of any transaction party) in order to enable the Issuer to comply with any requirements which apply to it under UK EMIR and/or EU EMIR (if applicable). The Note Conditions require this to be done irrespective of whether such modifications are (i) materially prejudicial to the interests of the Noteholders of any Class of Notes or any other

Secured Creditor or (ii) in respect of a Basic Terms Modification. Neither the Note Trustee nor the Security Trustee shall be obliged to agree to any modification if it would have the effect of exposing the Note Trustee and/or the Security Trustee to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or increasing the obligations or duties, or decreasing the protections of the Note Trustee and/or the Security Trustee in the Transaction Documents and/or the Note Conditions.

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 in the EEA, unless such ratings are issued by a credit rating agency established in the EEA and registered under the EU CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances 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), subject to transitional provisions that apply in certain circumstances. It should be noted that the list of registered and certified rating agencies published by ESMA on its website in accordance with the EU CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list.

Investors regulated in the UK are subject to similar restrictions under the UK CRA Regulation. As such, UK regulated investors are required to use for UK regulatory purposes ratings issued by a credit rating agency established in the UK and registered under the UK CRA Regulation. In the case of ratings issued by third country non-UK credit rating agencies, third country credit ratings can either be: (a) endorsed by a UK registered credit rating agency; or (b) issued by a third country credit rating agency that is certified in accordance with the UK CRA Regulation. Note this is subject in each case to (a) the relevant UK registration, certification or endorsement, as the case may be, not having been withdrawn or suspended, and (b) transitional provisions that apply in certain circumstances. In the case of third country ratings, for a certain limited period of time, transitional relief accommodates continued use for regulatory purposes in the UK, of existing pre-2021 ratings, provided the relevant conditions are satisfied.

If the status of the rating agency rating the Class A 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 Class A Notes may have a different regulatory treatment, which may impact the value of the Class A Notes and their liquidity in the secondary market. Certain information with respect to the credit rating agencies and ratings is set out on the cover of this Prospectus.

Eligibility of the Notes for central bank schemes is subject to the applicable collateral framework criteria and could have an impact on the liquidity of the Notes in general

Whilst central bank schemes (such as the Bank of England's ("**BoE**") Discount Window Facility, the Indexed Long-Term Repo Facility and other schemes under its Sterling Monetary Framework, and the Eurosystem monetary policy framework for the European Central Bank), including emergency liquidity operations introduced by central banks in response to a financial crisis or a wide-spread health crisis, provide an important source of liquidity in respect of eligible securities, relevant eligibility criteria for eligible collateral apply (and will apply in the future) under such schemes and liquidity operations. The investors should make their own conclusions and seek their own advice with respect to whether or not the Notes constitute eligible collateral for the purposes of any of the central bank liquidity schemes, including whether and how such eligibility may be impacted by the UK withdrawal from the EU and

the UK no longer being part of the EEA (see also "*Certain Market Risks - The relationship between the United Kingdom and the EEA may affect the ability of the Issuer to satisfy its obligations under the Notes and/or the market value and/or liquidity of the Notes in the secondary market*"). No assurance is given that any Notes will be eligible for any specific central bank liquidity schemes.

Effects of the Volcker Rule on the Issuer

The enactment of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the **Dodd-Frank Act**), which was signed into law on 21 July 2010, imposed a new regulatory framework over the U.S. financial services industry and the U.S. consumer credit markets in general. On 10 December 2013, U.S. regulators adopted final regulations to implement Section 619 of the Dodd-Frank Act, which added a new Section 13 to the Bank Holding Company Act of 1956, commonly referred to as the "Volcker Rule". 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.

The Issuer is of the view that it is not now, and immediately after the issuance of the Notes and the application of the proceeds thereof will not be, a "covered fund" as defined in the Volcker Rule. Although other statutory or regulatory exclusions and/or exemptions may be available, the parties have relied on the determination that the Issuer should satisfy all of the elements of the exemption from the definition of "investment company" under the U.S. Investment Company Act of 1940, as amended (the "**Investment Company Act**") by Section 3(c)(5) thereunder.

Any prospective investor in the Notes including a U.S. or foreign bank or a subsidiary or other affiliate thereof, should consult its own legal advisers regarding such matters and other effects of the Volcker Rule and should conduct its own analysis to determine whether the Issuer is a "covered fund" for its purposes. The general effects of the Volcker Rule remain uncertain. There is limited interpretive guidance regarding the Volcker Rule, and implementation of the regulatory framework for the Volcker Rule is still evolving. Regulators in the United States may promulgate further regulatory changes. No assurance can be given as to the impact of such changes on the Notes and prospective investors should be aware that the Volcker Rule's prohibitions and lack of interpretive guidance could negatively impact the liquidity and value of the Notes.

U.S. Risk Retention Rules

Section 941 of the Dodd-Frank Act amended the Exchange Act to generally require "**securitizers**" of a "**securitization transaction**" to retain not less than 5 per cent. of the "credit risk" of "securitized assets" collateralising the issuance of "asset-backed securities" and generally prohibit a securitizer from directly or indirectly eliminating or reducing its credit exposure by hedging or otherwise transferring the credit risk that the securitizer is required to retain. The U.S. Risk Retention Rules became effective for residential mortgage-backed securities on 24 December 2015 and for all other all classes of asset-backed securitizations on 24 December 2016.

Atom Bank, as the sponsor under the U.S. Risk Retention Rules, does not intend to retain at least 5 per cent. of the credit risk of the securitized assets for purposes of compliance with the U.S. Risk Retention Rules, but rather intends to rely on an exemption provided for in Section 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions. Such non-U.S. transactions must meet certain requirements, including that (1) the transaction is not required to be and is not registered under the Securities Act; (2) no more than 10 per cent. of the dollar value (or equivalent amount in the currency in which the "ABS interests" (as defined in Section 2 of the U.S. Risk Retention Rules) of all classes of ABS interests issued in the securitization transaction are sold or transferred to, or for the account or benefit of, U.S. persons (as defined in the U.S. Risk Retention Rules, "**Risk Retention U.S. Persons**"); (3) neither the

sponsor nor the issuer of the securitization transaction is organised under U.S. law or is a branch located in the United States of a non-U.S. entity; and (4) no more than 25 per cent. of the underlying collateral was acquired from a majority-owned affiliate or branch of the sponsor or issuer organised or located in the United States.

The Portfolio will comprise of mortgage loans and their related security, all of which are originated by Atom Bank, being a company incorporated in England and Wales. The Issuer is also a company incorporated in England and Wales.

Prior to any Notes 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 must first disclose to the Arranger that it is a Risk Retention U.S. Person and obtain the written consent of Atom Bank. Prospective investors should note that the definition of "U.S. person" in the U.S. Risk Retention Rules is substantially similar to, but not identical to, the definition of "U.S. person" under Regulation S, and that persons who are not "U.S. persons" under Regulation S may be "U.S. persons" under the U.S. Risk Retention Rules. The definition of "U.S. person" in the U.S. Risk Retention Rules is excerpted below. Particular attention should be paid to paragraphs (b) and (h) below, which are different than comparable provisions from Regulation S.

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

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

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

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

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

[2] The comparable provision from Regulation S is "(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".

Each holder of a Note or a beneficial interest therein acquired in the initial syndication of the Notes on the Issue Date, by its acquisition of a Note or a beneficial interest in a Note, will be deemed, and, in certain circumstances, will be required to represent to the Issuer, Atom Bank and the Arranger that it (1) either (i) is not a Risk Retention U.S. Person or (ii) it has obtained a written consent from Atom Bank, (2) is acquiring such Note or a beneficial interest therein for its own account and not with a view to distribute such Note and (3) is not acquiring such Note or a beneficial interest therein as part of a scheme to evade the requirements of the U.S. Risk Retention Rules (including acquiring such Note through a non-Risk Retention U.S. Person, rather than a Risk Retention U.S. Person, as part of a scheme to evade the 10 per cent. Risk Retention U.S. Person limitation in the exemption provided for in Section 20 of the U.S. Risk Retention Rules described herein). Non-compliance with the U.S. Risk Retention Rules (regardless of the reason for such failure to comply) could give rise to regulatory action which may adversely affect the Notes and the ability of the Seller to perform its obligations under the Notes. Furthermore, such non-compliance could negatively affect the value and secondary market liquidity of the Notes.

Atom Bank has advised the Issuer that it will not provide a written consent to any investor if such investor's purchase would result in more than 10 per cent. of the dollar value (or equivalent amount in the currency in which the securities are issued) (as determined by fair value under US GAAP) of all Classes of Notes to be sold or transferred to Risk Retention U.S. Persons on the Closing Date. There can be no assurance that the requirement to request Atom Bank to give its prior written consent to any Notes 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 or, if such exemption is available, that it shall remain available until the Final Maturity Date of the Notes. 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 or the market value of the Notes. 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.

None of the Arranger, the Issuer or any other Transaction Party or any of their affiliates makes any representation to any prospective investor or purchaser of the Notes as to whether the transactions described in this Prospectus comply as a matter of fact with the U.S. Risk Retention Rules on the Issue Date or at any time in the future. Investors should consult their own advisers 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. The matters described above and any other changes to the regulation or regulatory treatment of the Notes for some or all investors may negatively impact the regulatory position of individual investors and, in addition, have a negative impact on the price and liquidity of the Notes in the secondary market.

Financial Services Compensation Scheme

The Notes are not guaranteed by the UK Government under the asset-backed securities guarantee scheme. Also, any investment in the Notes does not have the status of a protected claim under the UK Financial Services Compensation Scheme and accordingly, neither the Notes will confer any entitlement to compensation under that scheme.

Legal considerations may restrict certain investments

The investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (a) the Notes are legal investments for it, (b) the Notes can be

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

Regulatory Risks in relation to the underlying assets

Certain regulatory risks exist in relation to the Loans, including in relation to the legal and regulatory considerations relating to the Loans and their Related Security, changes in law, regulation, the possibility of complaints by Borrowers in relation to terms of the Loans and in relation to the policies and procedures of the Seller. If any of these risks materialise they could have an adverse effect on the Seller and the Issuer and could adversely affect the ability of the Issuer to make payments on the Notes. Considerations in relation to the regulation of mortgages in the UK is set out in further detail in the section headed "*Certain Regulatory Considerations in Respect of the Portfolio*" and certain specific risks are set out below:

Regulated Mortgage Contracts

A Borrower who is a private person may be entitled to claim damages for loss suffered as a result of any contravention by an authorised person of the FCA or PRA rules, and may set off the amount of the claim against the amount owing by the Borrower under the loan or any other loan that the Borrower has taken with that authorised person. Any such set off in respect of the Loans may adversely affect the Issuer's ability to make payments on the Notes. Further detail is included in the section headed "*Certain Regulatory Considerations in Respect of the Portfolio – Regulated Mortgage Contracts*" below.

Distance Marketing

The Financial Services (Distance Marketing) Regulations 2004 ("**DM Regulations**") allow, in certain specified circumstances, a borrower who is a consumer within the meaning of the DM Regulations to cancel a credit agreement if has entered into with lenders on or after 31 October 2004 without provision of certain required information. If a significant proportion of the Loans are treated as being cancellable under these regulations, there could be an adverse effect on the Issuer's receipts in respect of the Loans affecting the Issuer's ability to make payments on the Notes. Further detail is included in the section headed "*Certain Regulatory Considerations in Respect of the Portfolio – Distance Marketing*" below.

UTCCR and CRA

The Unfair Terms in Consumer Contracts Regulations 1999 as amended (the **1999 Regulations**), and (in so far as applicable) the Unfair Terms in Consumer Contracts Regulation 1994 (together with the 1999 Regulations, (the **UTCCR**)), and the Consumer Rights Act 2015 (the **CRA**) provide that a consumer may, in certain circumstances, challenge a term in an agreement on the basis that it is unfair. The broad and general wording of the UTCCR and the CRA makes any assessment of the fairness of terms largely subjective and makes it difficult to predict whether or not a term would be held by a court to be unfair. It is therefore possible that any Loans which have been made to Borrowers covered by the UTCCR and/or the CRA may contain unfair terms which may result in the possible unenforceability of the terms of the underlying loans. If any term of the Loans entered into between 1 July 1995 and 30 September 2015 is found to be unfair for the purpose of the UTCCR, this may reduce the amounts available to meet the payments due in respect of the Notes, including by way of non-recovery of a Loan by the Seller or the Issuer a claim made by the Borrower or the exercise by the Borrower of a right of set-off arising as a result of a term of a loan being found to be unfair (and therefore not binding on the consumer) and this may adversely affect the Issuer's ability to make payments on the Notes.

If any term of the Loans entered into on or after 1 October 2015 is found to be unfair for the purpose of the CRA, this may reduce the amounts available to meet the payments due in respect of the Notes. No

assurance can be given that any changes in legislation, guidance or case law on unfair terms will not have a material adverse effect on the Issuer and/or the Servicers and their respective businesses and operations. There can be no assurance that any such changes (including changes in regulators' responsibilities) will not affect the Loans. Further detail in relation to both the UTCCR and the CRA is included in the section headed "*Certain Regulatory Considerations in Respect of the Portfolio – Consumer Rights Act 2015*" below.

Consumer Protection from Unfair Trading Regulations 2008 and the Digital Markets, Competition and Consumers Act 2024

The Consumer Protection from Unfair Trading Regulations 2008 (the "**CPUTR**") which came into force on 26 May 2008 prohibits certain practices which are deemed unfair within the terms of the CPUTR. Breach of the CPUTR may lead to liability for misrepresentation or breach of contract in relation to the underlying credit agreements, which may result in irrecoverable losses on amounts to which such agreements apply and which may adversely affect the Issuer's ability to make payments on the Notes. Once fully in force, the Digital Markets, Competition and Consumers Act 2024 will revoke the CPUTR and recreate their effect, with minor amendments, prohibiting unfair commercial practices in business to consumer relationships. Further detail in relation to the CPUTR is included in the section headed "*Certain Regulatory Considerations in Respect of the Portfolio – Consumer Protection from Unfair Trading Regulations 2008 and the Digital Markets, Competition and Consumers Act 2024*" below.

Financial Ombudsman Service

Under the FSMA, the Financial Ombudsman Service (the **Ombudsman**) is required to make decisions on, among other things, complaints properly brought before it relating to activities and transactions under its jurisdiction. As the Ombudsman is required to make decisions on the basis of, among other things, the principles of fairness, and may order a money award to a borrower, it is not possible to predict how any future decision of the Ombudsman would affect the ability of the Issuer to make payments under the Notes. Further detail is included in the section headed "*Certain Regulatory Considerations in Respect of the Portfolio – Financial Ombudsman Service*" below.

Mortgage repossessions

The protocols for mortgage repossession may have adverse effects in relation to the ability of the Servicer to repossess properties in markets experiencing above average levels of possession claims. Delays in the initiation of responsive action in respect of the Loans may result in lower recoveries and may adversely affect the ability of the Issuer to make payments to Noteholders. Further detail is included in the section headed "*Certain Regulatory Considerations in Respect of the Portfolio – Mortgage Repossession*" below

FCA response to the cost of living crisis

On 10 April 2024, the FCA published PS24/2: Strengthening protections for borrowers in financial difficulty: Consumer credit and mortgages and the related Consumer Credit and Mortgages (Tailored Support) Instrument 2024 (FCA 2024/7). It also published FG24/2: Guidance for firms supporting existing mortgage borrowers impacted by rising living costs. The FCA stated that they wanted to build on the Mortgages Tailored Support Guidance (issued on 25 March 2021 to address exceptional circumstances arising out of coronavirus) and provide a stronger framework for lenders to protect customers facing payment difficulties, they would do this by incorporating relevant aspects of the Mortgages Tailored Support Guidance into their Handbook, as well as introducing further targeted changes. For mortgages, the FCA changed their guidance to allow lenders more scope to capitalise payment shortfalls where appropriate and to improve disclosure for all customers in payment shortfall. The new rules came into force on 4 November 2024 and the Mortgages Tailored Support Guidance was withdrawn at that time. 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, including further amending and extending the scope of the above guidance. Further details are included in the section entitled "*Certain Regulatory Considerations in Respect of the Portfolio – FCA response to the cost of living crisis*".

Mortgage Charter

On 26 June 2023, HM Treasury published the 'Mortgage Charter' in light of the current pressures on households following interest rate rises and the cost-of-living crisis. The Mortgage Charter states that the UK's largest mortgage lenders and the FCA have agreed with the Chancellor a set of standards that they will adopt when helping their regulated mortgage borrowers worried about high interest rates (the "**Mortgage Charter**"). While Atom Bank is currently not a signatory to the Mortgage Charter, Atom Bank intends to voluntarily adhere to certain aspects of the Mortgage Charter.

On 30 June 2023, the FCA published Policy Statement PS23/8 titled "Mortgage Charter: enabling provisions" ("**PS23/8**") which amended the MCOB (as defined below) in order to support the implementation of the Mortgage Charter. The FCA has stated in PS23/8 that firms need to meet expectations set out under the Consumer Duty's 'consumer understanding' outcome. This extends the principles of the Mortgage Charter to other UK mortgage lenders, including those that are not direct signatories to the Mortgage Charter.

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, including further amending and extending the scope of the Mortgage Charter or related rules. Such developments may impact the performance of the Loans, which in turn may adversely affect the ability of the Issuer to meet its obligations in respect of the Notes.

For further details on the Mortgage Charter, please refer to section entitled "*Certain Regulatory Considerations in Respect of the Portfolio – Mortgage Charter*".

Assured Shorthold Tenancy (AST)

Depending on the level of ground rent payable at any one time it is possible that a long leasehold in England and Wales may also be an Assured Tenancy ("**AT**") or Assured Shorthold Tenancy ("**AST**") under the Housing Act 1988 ("**HA 1988**"). There is a risk that in certain circumstances, where a long lease is also an AT/AST due to the level of the ground rent, the long lease will come to an end and the landlord will be able to re-enter the relevant property. This may adversely affect the realisable value of the Portfolio, and/or the ability of the Issuer to make payments in full on the Notes when due. Further detail is included in the section headed "*Certain Regulatory Considerations in Respect of the Portfolio – Assured Shorthold Tenancy (AST)*" below.

Breathing Space Regulations

The Debt Respite Scheme (Breathing Space Moratorium and Mental Health Crisis Moratorium) (England and Wales) Regulations 2020 (SI 2020/1311) (the "**Breathing Space Regulations**") established a scheme which gives eligible individuals in England and Wales the ability to apply for a breathing space or mental health crisis moratorium during which creditors may not demand payment of interest or fees that accrue, or enforce a debt owed by the applicant. The Breathing Space Regulations do not apply to mortgages, except for arrears which are uncapitalised at the date of the application for breathing space under the Breathing Space Regulations. Similar protections apply in Scotland under the Bankruptcy (Scotland) Act 2016. There is a risk that delays in the initiation of enforcement action in respect of the Loans as a result of the Breathing Space Regulations in England and Wales and the Bankruptcy (Scotland) Act 2016 in Scotland may result in lower recoveries and may adversely affect

the ability of the Issuer to make payments due under the Notes. Further detail is included in the section headed "*Certain Regulatory Considerations in Respect of the Portfolio – Breathing Space Regulations*".

FCA Consumer Duty

The FCA Consumer Duty (the "**Consumer Duty**") came into effect for open products and services from 31 July 2023 and for closed products and services from 31 July 2024. The Consumer Duty is enshrined in a new Principle 12 of the FCA's Principles for Business and requires firms to act to deliver good outcomes to retail customers. It is difficult to predict the impact of the Consumer Duty on the Issuer's ability to meet its obligations under the Notes. If (for example) the obligations relating to fair value or not causing harm are not met in relation to the Portfolio, it could adversely affect the amounts received or recoverable in relation to the Portfolio. This may adversely affect the ability of the Issuer to make payments in full on the Notes when due. Further detail is included in the section headed "*Certain Regulatory Considerations in Respect of the Portfolio – FCA Consumer Duty*".

Guidance Issued by the Regulators

Guidance issued by the regulators has changed over time and it is possible that it may change in the future. No assurance can be given that any changes in legislation, guidance or case law as it relates to the Portfolio will not have a material adverse effect on the Issuer and/or the Servicers and their respective businesses and operations. There can be no assurance that any such changes (including changes in regulators' responsibilities) will not affect the Loans. Further detail is included in the section headed "*Certain Regulatory Considerations in Respect of the Portfolio – Potential effects of any additional regulatory changes*" below.

CERTAIN TAX CONSIDERATIONS

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 Note Condition 8.4 (*Redemption of the Notes for Taxation or Other Reasons*), be required (subject to certain conditions) to appoint a Paying Agent in another jurisdiction or use its reasonable endeavours to arrange the substitution of a company incorporated and/or tax resident in another jurisdiction approved in writing by the Note Trustee, as principal debtor under the Notes and the Trust Deed.

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

Holders of the Notes should consult their own tax advisers about the tax consequences under their circumstances of purchasing, holding and selling the Notes under the laws of the United Kingdom, its political subdivisions and any other jurisdiction in which the holders of the Notes may be subject to tax.

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.

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 Taxation of Securitisation Companies Regulations 2006

(SI 2006/3296) (as amended) (the "**Securitisation Tax Regulations**")), and, as such, should be taxed only on the amount of its retained profit (as that term is defined in the Securitisation Tax Regulations), for so long as it satisfies the conditions of the Securitisation Tax Regulations. However, if the Issuer does not 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.

RISKS RELATED TO DENOMINATIONS AND BOOK-ENTRY INTERESTS

Registered Definitive Notes and denominations in integral multiples

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

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

Except as noted in the previous paragraph, payments of principal and interest on, and other amounts due in respect of, the Global Notes will be made by the Principal Paying Agent to a nominee of the Common Safekeeper in the case of the Global Notes. Upon receipt of any payment from the relevant Paying Agent, Euroclear and Clearstream, Luxembourg, as applicable, will promptly credit participants' accounts with payment 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 payments to owners of Book-Entry Interests held through such participants or indirect participants will be governed by standing customer instructions and customary practices, as is now the case with the securities held for the accounts of customers registered in street name, and will be the responsibility of such participants or indirect participants. None of the Issuer, the Note Trustee, the Security Trustee, any Paying Agent or the Registrar will have any responsibility or liability for any aspect of the records relating to, or

payments made on account of, the Book-Entry Interests or for maintaining, supervising or reviewing any records relating to such Book-Entry Interests.

Unlike Noteholders, holders of the Book-Entry Interests will not have the right under the Trust Deed to act upon solicitations by or on behalf of the Issuer for consents or requests by or on behalf of the Issuer for waivers or other actions from Noteholders. Instead, a holder of Book-Entry Interests will be permitted to act only to the extent it has received appropriate proxies to do so from Euroclear or Clearstream, Luxembourg (as the case may be) and, if applicable, their participants. There can be no assurance that procedures implemented for the granting of such proxies will be sufficient to enable holders of Book-Entry Interests to vote on any requested actions on a timely basis. Similarly, upon the occurrence of an Event of Default under the Notes, holders of Book-Entry Interests will be restricted to acting through Euroclear and Clearstream, Luxembourg unless and until Registered Definitive Notes are issued in accordance with the relevant provisions described herein under "*Terms and Conditions of the Notes*" 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 among account holders of Euroclear and Clearstream, Luxembourg, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. None of the Issuer, the Note Trustee, the Security Trustee, any Paying Agent, the Registrar or any of their agents will have any responsibility for the performance by Euroclear or Clearstream, Luxembourg or their respective participants or account holders of their respective obligations under the rules and procedures governing their operations.

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

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

Eurosystem Eligibility

The Notes are intended to be held in a new safekeeping structure ("**NSS**") and in a manner which would allow Eurosystem eligibility and will be deposited with one of the international central securities depositories ("**ICSDs**") as common safekeeper. However, the deposit of the Notes with one of the ICSDs as common safekeeper upon issuance or otherwise does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem at issuance or at any time during their life. Such recognition will depend upon the European Central Bank being satisfied that Eurosystem eligibility criteria have been met. Accordingly, none of the Issuer, the Seller, the Arranger, the Joint Lead Managers, the Security Trustee or the Note Trustee gives any representation, warranty, confirmation or guarantee to any investor in the Notes that the Notes will, either upon issue, or at any or at all times during their life, satisfy all or any requirements for Eurosystem eligibility and be recognised as Eurosystem eligible collateral. Any potential investor in the Notes should make its own conclusions and seek its own advice with respect to whether or not the Notes constitute Eurosystem eligible collateral.

CERTAIN REGULATORY CONSIDERATIONS IN RESPECT OF THE PORTFOLIO

Regulated Mortgage Contracts

In the UK, regulation of residential mortgage business under the FSMA came into force on 31 October 2004 (the date known as the "**Regulation Effective Date**"). Residential mortgage lending is a regulated activity under the FSMA and is regulated by the FCA. Entering into, arranging or advising in respect of, and administering, Regulated Mortgage Contracts, and agreeing to do any of those activities, are (subject to certain exemptions) regulated activities under the FSMA and the FSMA (Regulated Activities) Order 2001 (as amended) (the "**RAO**") requiring authorisation and permission from the FCA.

A mortgage contract will constitute a Regulated Mortgage Contract if the mortgage contract meets the following conditions at the time it is entered into (when read in conjunction with and subject to certain relevant exclusions such as the relevant buy-to-let exclusion): (a) the lender provides credit to an individual or to trustees (the "**borrower**"); (b) the obligation of the borrower to repay is secured by a mortgage (including, in Scotland, a standard security) on land; and (c) at least 40% of that land is used, or is intended to be used: (i) in the case of credit provided to an individual, as or in connection with a dwelling; or (ii) in the case of credit provided to a trustee who is not an individual, as or in connection with a dwelling by an individual who is a beneficiary of the trust, or by a related person ("**Regulated Mortgage Contract**"). A "**related person**" (in relation to a borrower, or in the case of credit provided to trustees, a beneficiary of the trust) is (1) that person's spouse or civil partner; (2) a person (whether or not of the opposite sex) whose relationship with that person has the characteristics of the relationship between husband and wife; or (3) that person's parent, brother, sister, child, grandparent or grandchild. In relation to a contract entered into before 23:00 on 31 December 2020, "**land**" means land in the United Kingdom or within the territory of an EEA State and in relation to a contract entered into on or after 23:00 on 31 December 2020, "**land**" means land in the United Kingdom.

On and from the Regulation Effective Date, subject to any exemption, persons carrying on any specified regulated mortgage related activities by way of business must be authorised under the FSMA. The specified activities currently are: (a) entering into a Regulated Mortgage Contract as lender; (b) "administering" a Regulated Mortgage Contract (administering in this context broadly means notifying borrowers of changes in mortgage payments and/or taking any necessary steps for the purposes of collecting payments due under the mortgage loan); (c) advising in respect of Regulated Mortgage Contracts; and (d) arranging Regulated Mortgage Contracts. Agreeing to carry on any of these activities is also a regulated activity. If requirements as to the authorisation of lenders and brokers are not complied with, a Regulated Mortgage Contract will be unenforceable against the borrower except with the approval of a court and the unauthorised person may commit a criminal offence. An unauthorised person who carries on the regulated mortgage activity of administering a Regulated Mortgage Contract that has been validly entered into may commit an offence, although this will not render the contract unenforceable against the borrower. The regime under the FSMA regulating financial promotions covers the content and manner of the promotion of agreements relating to qualifying credit and who can issue or approve financial promotions. In this respect, the FSMA regime not only covers financial promotions of Regulated Mortgage Contracts but also promotions of certain other types of secured credit agreements under which the lender is a person who carries on the regulated activity of entering into a Regulated Mortgage Contract. Failure to comply with the financial promotion regime (as regards who can issue or approve financial promotions) is a criminal offence and will render the Regulated Mortgage Contract or other secured credit agreement in question unenforceable against the borrower except with the approval of a court.

The Seller is required to hold, and holds, authorisation and permission to enter into and administer Regulated Mortgage Contracts. Subject to any exclusion, brokers are required to hold authorisation and permission to arrange and, where applicable, to advise in respect of Regulated Mortgage Contracts.

The Issuer is not and does not propose to be an authorised person under the FSMA with respect to Regulated Mortgage Contracts and related activities. The Issuer does not require authorisation in order to acquire legal or beneficial title to the Seller's right under a Regulated Mortgage Contract, or to provide funding to the Seller. The Issuer does not carry on the regulated activity of administering Regulated Mortgage Contracts by having them administered pursuant to an administration agreement by an entity having the required FCA authorisation and permission because of the exclusion in article 62 of the RAO. If such administration agreement terminates, however, the Issuer will have a period of not more than one month in which to arrange for mortgage administration to be carried out by a replacement administrator having the required FCA authorisation and permission under the FSMA. In addition, no variation may be made to the Loans and no further advance or product switch has been or will be made in relation to a Loan, where this would result in the Issuer arranging, 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. Pursuant to the Servicing Agreement, the Servicer administers the Regulated Mortgage Contracts and the Servicer has the requisite FSMA authorisation and permission to enable it to undertake such activities.

The FCA's Mortgages and Home Finance: Conduct of Business sourcebook ("**MCOB**"), which sets out the FCA's conduct of business rules for Regulated Mortgage Contracts came into force on 31 October 2004. These rules cover, *inter alia*, certain pre-origination matters such as financial promotion and pre-application illustrations, pre-contract and start-of-contract and post-contract disclosure, contract changes, charges and arrears and repossessions. Further rules for prudential and authorisation requirements for mortgage firms, and for extending the appointed representatives regime to mortgages are also in effect.

Failure to comply with the provisions of MCOB will not necessarily render a Regulated Mortgage Contract unenforceable. However a borrower who is a private person may, under section 138D of FSMA, be entitled to claim damages for loss suffered as a result of any contravention by an authorised person of an FCA or PRA rule, and may set off the amount of the claim against the amount owing by the borrower under a loan or any other loan that the borrower has taken with that authorised person (or exercise analogous rights in Scotland).

Unfair relationships

The unfair relationship test applies to all existing and new credit agreements, except Regulated Mortgage Contracts under the FSMA. Therefore, as all Loans are Regulated Mortgage Contracts, the unfair relationship test will not apply.

Distance Marketing

In the United Kingdom, the DM Regulations apply to, among other things, credit agreements entered into on or after 31 October 2004 by a consumer within the meaning of these regulations by means of distance communication (i.e. without any substantive simultaneous physical presence of the originator and the borrower).

The DM Regulations (and MCOB in respect of activities related to regulated mortgage contracts) require suppliers of financial services by way of distance communication to provide certain information to consumers. This information generally has to be provided before the consumer is bound by a distance contract for the supply of the financial services in question and includes, but is not limited to, general information in respect of the supplier and the financial service, contractual terms and conditions, and whether or not there is a right of cancellation.

A Regulated Mortgage Contract under the FSMA, if originated by a UK lender from an establishment in the UK, will not be cancellable under the DM Regulations but will be subject to related pre contract disclosure requirements in MCOB. Where the credit agreement is cancellable under the DM

Regulations, the borrower may send notice of cancellation at any time before the end of the 14th day after the day on which the cancellable agreement is made, where all the prescribed information has been received or, if later, the borrower receives the last of the prescribed information.

Compliance with the DM Regulations may be secured by way of injunction (interdict in Scotland), granted on such terms as the court thinks fit to ensure such compliance, and certain breaches of the DM Regulations may render the supplier or intermediaries (and their respective relevant officers) liable to a fine. Failure to comply with MCOB rules could result in, inter alia, disciplinary action by the FCA and possible claims under Section 138D of the FSMA for breach of FCA rules.

If the borrower cancels the credit agreement under these regulations, then:

- the borrower is liable to repay the principal, and any other sums paid by the originator to the borrower under or in relation to the cancelled agreement, within 30 days of cancellation beginning with the day of the borrower sending the notice of cancellation or, if later, the originator receiving notice of cancellation;

- the borrower is liable to pay interest, or any early repayment charge or other charges for services actually provided in accordance with the contract only if: (i) the amount is in proportion to the extent of the service provided (in comparison with the full coverage of the contract) and is not such that it could be construed as a penalty; (ii) the borrower received certain prescribed information at the prescribed time about the amounts payable; and (iii) the originator did not commence performance of the contract before the expiry of the relevant cancellation period (unless requested to do so by the borrower); and

- any security provided in relation to the contract is to be treated as never having had effect.

Consumer Rights Act 2015

The main provisions of the CRA came into force on 1 October 2015 and apply to agreements entered into after that date. The CRA significantly reforms and consolidates consumer law in the UK. The CRA involves the creation of a single regime out of the Unfair Contract Terms Act 1977 (which essentially deals with attempts to limit liability for breach of contract) and the UTCCR. The CRA has revoked the UTCCR in respect of contracts made on or after 1 October 2015 and introduced a new regime for dealing with unfair contractual terms.

Under Part 2 of the CRA an unfair term of a consumer contract (a contract between a trader and a consumer) is not binding on a consumer (an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession). Additionally, an unfair notice is not binding on a consumer, although a consumer may rely on the term or notice if the consumer chooses to do so. A term will be unfair where, contrary to the requirement of good faith, it causes significant imbalance in the parties' rights and obligations under the contract to the detriment of the consumer. In determining whether a term is fair it is necessary to: (i) take into account the nature of the subject matter of the contract; (ii) refer to all the circumstances existing when the term was agreed; and (iii) refer to all of the other terms of the contract or any other contract on which it depends.

Schedule 2 of the CRA contains an indicative and non-exhaustive grey list of terms of consumer contracts that may be regarded as unfair. Notably, paragraph 11 of Schedule 2 lists a term which has the object or effect of enabling the trader to alter the terms of the contract unilaterally without a valid reason which is specified in the contract although paragraph 22 of Schedule 2 provides that this does not include a term by which a supplier of financial services reserves the right to alter the rate of interest payable by or due to the consumer, or the amount of other charges for financial services without notice, where there is a valid reason, if the supplier is required to inform the consumer of the alteration at the earliest opportunity and the consumer is free to dissolve the contract immediately.

A term of a consumer contract which is not on the grey list may nevertheless be regarded as unfair.

Where a term of a consumer contract is unfair it will not bind the consumer. However, the remainder of the contract, will, so far as practicable, continue to have effect in every other respect. Where a term in a consumer contract is susceptible of multiple different meanings, the meaning most favourable to the consumer will prevail. It is the duty of the court to consider the fairness of any given term. This can be done even where neither of the parties to proceedings have explicitly raised the issue of fairness.

The FCA's consideration of fairness under the CRA and CPUTR will include contracts for mortgages and the selling of mortgages.

Historically, the OFT, FSA and FCA (as appropriate) have issued guidance on the UTCCR. This has included: (i) OFT guidance on fair terms for interest variation in mortgage contracts dated February 2000; (ii) an FSA statement of good practice on fairness of terms in consumer contracts dated May 2005; (iii) an FSA statement of good practice on mortgage exit administration fees dated January 2007; and (iv) FSA finalised guidance on unfair contract terms and improving standards in consumer contracts dated January 2012.

On 2 March 2015, the FCA updated its online unfair contract terms library by removing some of its material (including the abovementioned guidance) relating to unfair contract terms. The FCA stated that such material "no longer reflects the FCA's views on unfair contract terms" and that firms should no longer rely on the content of the documents that have been removed.

On 19 December 2018, the FCA published finalised guidance: "Fairness of variation terms in financial services consumer contracts under the Consumer Rights Act 2015" (FG 18/7), outlining factors the FCA consider firms should have regard to when drafting and reviewing variation terms in consumer contracts. This follows developments in case law, including at the Court of Justice of the EU. The finalised guidance relates to all financial services consumer contracts entered into since 1 July 1995. The FCA stated that firms should consider both this guidance and other rules that apply when they draft and use variation terms in their consumer contracts. The FCA stated that the finalised guidance will apply to FCA authorised persons and their appointed representative in relation to any consumer contracts which contain variation terms. The FCA has stated that the guidance should be read with the material already in the unfair contract terms library on the FCA website and applies to FCA authorised persons and their appointed representative in relation to any consumer contracts they issue which contain variation terms.

The provisions in the CRA governing unfair contractual terms came into force on 1 October 2015. The Unfair Contract Terms Regulatory Guide (UNFCOG in the FCA handbook) explains the FCA's policy on how it uses its formal powers under the CRA and the Competition and Markets Authority (the "**CMA**") published guidance on the unfair terms provisions in the CRA on 31 July 2015 (the "**CMA Guidance**"). The CMA indicated in the CMA Guidance that the fairness and transparency provisions of the CRA are regarded to be effectively the same as those of the UTCCR. The document further notes that the extent of continuity in unfair terms legislation means that existing case law generally, and that of the Court of Justice of the European Union particularly, is for the most part as relevant to the Act as it was the UTCCRs.

In general, the interpretation of each is open to some doubt, particularly in the light of the UK's withdrawal from the European Union against the backdrop of the sometimes conflicting reported case law between English courts and the Court of Justice of the EU (the "**CJEU**"). Under s.6 of the EUWA the courts of the UK are required to consider pre-UK-withdrawal CJEU case law when interpreting EU-derived legislation, however, the Supreme Court (and certain other specified courts) may depart from said CJEU case law, thus, causing further uncertainty in future interpretation. The extremely broad and general wording of the CRA makes any assessment of the fairness of terms largely subjective and makes it difficult to predict whether or not a term would be held by a court to be unfair. It is therefore possible

that any Loans which have been made to Borrowers covered by the CRA may contain unfair terms which may result in the possible unenforceability of the terms of the underlying loans. If any term of the Loans is found to be unfair for the purpose of the CRA, this may reduce the amounts available to meet the payments due in respect of the Notes. No assurance can be given that any changes in legislation, guidance or case law on unfair terms will not have a material adverse effect on the Seller, the Issuer and/or the Servicer and their respective businesses and operations. There can be no assurance that any such changes (including changes in regulators' responsibilities) will not affect the Loans.

The guidance issued by the FSA (and as of 1 April 2013, the FCA), the OFT and the CMA has changed over time and it is possible that it may change in the future. No assurance can be given that any such changes in guidance on the UTCCR and the CRA, or reform of the UTCCR and the CRA, will not have a material adverse effect on the Seller, the Issuer, the Servicer or its businesses and operations.

Breathing Space Regulations

The Breathing Space Regulations (which came into force on 4 May 2021) gives eligible individuals in England and Wales the right to legal protection from their creditors, including almost all enforcement action, during a period of "breathing space". A standard breathing space will give an individual in England and Wales with problem debt legal protection from creditor action for up to 60 days to receive debt advice; and a mental health crisis breathing space will give an individual in England and Wales protection from creditor action for the duration of their mental health crisis treatment (which is not limited in duration) plus an additional 30 days following the end of such treatment.

However, the Breathing Space Regulations do not apply to mortgages, except for arrears which are uncapitalised at the date of the application under the Breathing Space Regulations. Interest can still be charged on the principal secured debt during the breathing space period, but not on the arrears. Any mortgage arrears incurred during any breathing space period are not protected from creditor action. The Borrower must continue to make mortgage payments in respect of any mortgage secured against their primary residence (save in respect of arrears accrued prior to the moratorium) during the breathing space period, otherwise the relevant debt adviser may cancel the breathing space period.

In February 2021, the FCA issued a policy statement (PS21/1) on the application of the Breathing Space Regulations, in which they confirm that no changes are currently being made to the rules under MCOB, in relation to how mortgage lenders should treat a "breathing space" as an indicator of payment difficulties. The FCA's view is that this is something that firms should take into account, but should not be treated more specifically than other potential indicators of payment difficulties.

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.

Financial Ombudsman Service

Under the FSMA, the Ombudsman, an independent adjudicator, is required to make decisions on, among other things, complaints relating to activities and transactions under its jurisdiction on the basis of what, in the Ombudsman's opinion, would be fair and reasonable in all circumstances of the case, taking into account, among other things, law and guidance, rather than strictly on the basis of compliance with law.

Complaints properly brought before the Ombudsman for consideration must be decided on a case-by-case basis, with reference to the particular facts of any individual case. Each case would first be adjudicated by an adjudicator. Either party to the case may appeal against the adjudication. In the event of an appeal, the case proceeds to a final decision by the Ombudsman. As the Ombudsman is required to make decisions on the basis of, among other things, the principles of fairness, and may order a monetary award to a complaining borrower, it is not possible to predict how any future decision of the Ombudsman would affect the ability of the Issuer to make payments to Noteholders.

Consumer Protection from Unfair Trading Regulations 2008 and the Digital Markets, Competition and Consumers Act 2024

The CPUTR came into force on 26 May 2008 and prohibits certain practices which are deemed "unfair" within the terms of the CPUTR. Breach of the CPUTR does not (of itself) render an agreement void or unenforceable, but is a criminal offence punishable by a fine and/or imprisonment. Under the terms of the CPUTR, the possible liabilities for misrepresentation or breach of contract in relation to the underlying credit agreement may result in irrecoverable losses on amounts to which such agreements apply. Most of the provisions of the Consumer Protection (Amendment) Regulations 2014 came into force on 1 October 2014 and amended the CPUTR. In certain circumstances, these amendments to the CPUTR give consumers a right to redress for misleading or aggressive commercial practices (as defined in the CPUTR), including a right to unwind agreements.

On 24 May 2024 the Digital Markets, Competition and Consumers Bill received royal assent, becoming the Digital Markets, Competition and Consumers Act 2024 ("**DMCCA**"). The DMCCA is not yet fully in force and most of its key provisions will be brought into force through secondary legislation. Once fully in force, the DMCCA will revoke the CPUTR and recreate their effect, with minor amendments (Part 4 of the DMCCA), prohibiting unfair commercial practices in business to consumer relationships. In addition to some minor amendments to the CPUTR rules, the new regime will introduce new rules on consumer reviews, drip pricing and consumer vulnerability. In addition, the DMCCA largely replicates the list of specified banned practices contained in the CPUTR and creates new powers to expand the list of automatically unfair practices. Under the DMCCA, the unfair commercial practices regime, along with all other consumer protection legislation, will become subject to a new enforcement regime under which the CMA will enjoy new direct enforcement powers, which will operate in parallel with a court-based enforcement regime.

The new unfair commercial practices regime established by the DMCCA will apply to acts or omissions which take place on or after the commencement date (to be determined by secondary legislation). It cannot be excluded that the new rules and enforcement regime under the DMCCA will have an adverse impact on the Loans.

Mortgage Repossession

A protocol for mortgage repossession cases in England and Wales (the "**Pre-Action Protocol**") came into force on 19 November 2008. The Pre-Action Protocol and sets out the steps that judges will expect any lender to take before starting a claim. A number of mortgage lenders have confirmed that they will delay the initiation of repossession action for at least three months after a borrower, who is an owner-occupier, is in arrears. The application of such a moratorium is subject to the wishes of the relevant borrower and may not apply in cases of fraud.

The position in respect of mortgage repossession cases in Northern Ireland is similar to that above in that prior to commencing legal proceedings for repossession of a property in Northern Ireland, a lender or security-holder should have due regard to the provisions contained within the "Pre-Action Protocol for Possession Proceedings based on Mortgage Arrears in respect of Residential Property" which came into effect on 5 September 2011 (the "**Northern Irish Pre-Action Protocol**"). The Northern Irish Pre-Action Protocol sets out best practice for interaction between the lender or security-holder and the

borrower prior to the issuance of formal legal proceedings and has the effect that lenders delay the initiation of repossession action until they are satisfied that the best practice approach has been followed.

Part I of the Home Owner and Debtor Protection (Scotland) Act 2010 came into force on 30 September 2010 and imposes additional requirements on heritable creditors (the Scottish equivalent of a mortgagee) in relation to the enforcement of standard securities over residential property in Scotland. Under Part I of the Act, the heritable creditor, which may be the Seller or, in the event of it taking legal title to the Scottish Loans and their Related Security, the Issuer, has to obtain a court order to exercise its power of sale (in addition to initiating the enforcement process by the service of a two month calling up notice), unless the borrower and any other occupiers have surrendered the property voluntarily. In applying for the court order, the heritable creditor also has to demonstrate that it has taken various preliminary steps to attempt to resolve the borrower's position, and comply with further procedural requirements.

The Pre-Action Protocol in these Acts and the MCOB requirements for mortgage possession cases may have adverse effects in markets experiencing above average levels of possession claims.

FCA response to the cost of living crisis

On 10 April 2024, the FCA published PS24/2: Strengthening protections for borrowers in financial difficulty: Consumer credit and mortgages and the related Consumer Credit and Mortgages (Tailored Support) Instrument 2024 (FCA 2024/7). It also published FG24/2: Guidance for firms supporting existing mortgage borrowers impacted by rising living costs. The FCA stated that they wanted to build on the Mortgages Tailored Support Guidance (issued on 25 March 2021 to address exceptional circumstances arising out of coronavirus) and provide a stronger framework for lenders to protect customers facing payment difficulties, they would do this by incorporating relevant aspects of the Mortgages Tailored Support Guidance into their Handbook, as well as introducing further targeted changes. For mortgages, the FCA changed their guidance to allow lenders more scope to capitalise payment shortfalls where appropriate and to improve disclosure for all customers in payment shortfall. The new rules came into force on 4 November 2024 and the Mortgages Tailored Support Guidance was withdrawn at that time.

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, including further amending and extending the scope of the above guidance.

Mortgage Charter

On 26 June 2023, HM Treasury published the 'Mortgage Charter' in light of the current pressures on households following interest rate rises and the cost-of-living crisis. The Mortgage Charter states that the UK's largest mortgage lenders and the FCA have agreed with the Chancellor a set of standards that they will adopt when helping their regulated mortgage borrowers worried about high interest rates (the "**Mortgage Charter**"). Approximately 90% of the UK mortgage market have signed the Mortgage Charter agreeing that among other things, a borrower will not be forced to leave their home without their consent unless in exceptional circumstances, in less than a year from their first missed payment. In addition, lenders will permit borrowers who are up-to-date with their payments to: (i) switch to interest-only payments for six months (the "**MC Interest-only Agreement**"); or (ii) extend their mortgage term to reduce their monthly payments and give borrowers the option to revert to their original term within six months by contacting their lender (the "**MC Extension Agreement**"). These options can be taken by borrowers who are up-to-date with their payments without a new affordability check or affecting their credit score. The Mortgage Charter commitments do not apply to buy-to-let mortgages.

With effect on and from 30 June 2023, the FCA has amended the Mortgages and Home Finance: Conduct of Business Sourcebook (MCOB) to allow (rather than require) lenders to give effect to the MC Interest-only Agreement and the MC Extension Agreement. The amendments made by the FCA do not apply to second ranking mortgages or bridging loans. The FCA announced that it intends to review the impact of the rule changes within 12 months.

The Mortgage Charter is currently voluntary and adhering to it will be a decision for lenders to make individually. While the Seller is currently not a signatory to the Mortgage Charter, the Seller intends to voluntarily adhere to certain aspects of the Mortgage Charter.

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, including further amending and extending the scope of the Mortgage Charter or related rules.

FCA Consumer Duty

New rules relating to the introduction of a new consumer duty on regulated firms have been published by the FCA, which aims to set a higher level of consumer protection in retail financial markets. The FCA published its final rules on the Consumer Duty in July 2022, which provide that the Consumer Duty applied from 31 July 2023 for products and services that remain open to sale or renewal and from 31 July 2024 for closed products and services.

The Consumer Duty applies to the regulated activities and ancillary activities of all firms authorised under the FSMA.

There are three main elements to the new Consumer Duty, comprising a new consumer principle, that "a firm must act to deliver good outcomes for the retail consumers of its products", cross-cutting rules supporting the consumer principle, and four outcomes, relating to the quality of firms' products and services, price and value, consumer understanding and consumer support.

The Consumer Duty applies not only at origination of a product but throughout its subsistence (so in the case of a mortgage loan, throughout the period the mortgage loan is outstanding). The cross-cutting rules include an obligation to avoid causing foreseeable harm to the consumer and the outcomes include an obligation to ensure that the product (for example, a mortgage loan) provides fair value to the retail customer. These obligations (as with the remainder of the Consumer Duty) must be assessed on a regular basis throughout the life of the product.

The Consumer Duty applies in respect of Regulated Mortgage Contracts (as well as loans falling within the consumer credit regime). It applies to product manufacturers and distributors, which include purchasers of in scope mortgage loans, as well as firms administering or servicing those mortgage loans. Although the Consumer Duty does not apply retrospectively, the FCA requires firms to apply the Consumer Duty to existing products on a forward-looking basis. It is not yet possible to predict the precise effect of the new Consumer Duty on the Loans with any certainty.

Land Registration Reform in Scotland

The Land Registration etc. (Scotland) Act 2012 (the "**2012 Act**") came into force in Scotland 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 sets out in provisions which are being brought into effect in stages, additional circumstances which will trigger first registration of properties recorded in the General Register of Sasines, including (i) the recording of a standard security (which would extend to any standard security granted by the Issuer in favour of the Security 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**")) or (ii) the recording of an assignation of a standard security (which, in the latter case, would extend to any assignation granted by the Seller in favour of the Issuer in respect of Scottish Mortgages in the Portfolio recorded in the General Register of Sasines, pursuant to the terms of the Mortgage Sale Agreement following a Perfection Event (a "**Scottish Sasine Transfer**")).

The relevant provisions of the 2012 Act relating to the recording of standard securities came into force on 1 April 2016. As the transaction contemplated by the Transaction Documents involves the sale of a static pool of mortgages and standard securities, these changes should not have any immediate effect in relation to the Scottish Mortgages contained in the Portfolio at the Closing Date. The General Register of Sasines is now closed to the recording of standard securities. Notwithstanding the provisions of the 2012 Act mentioned above, for the time being, other deeds such as assignations of standard securities (including Scottish Sasine Transfers) will continue to be accepted in the General Register of Sasines indefinitely (although the Registers of Scotland have reserved the right to consult further on this issue in the future).

If the General Register of Sasines becomes closed to assignations of standard securities at any time after the date of this Prospectus, then this would also have an impact on the registration of Scottish Sasine Transfers in addition to the impact on registration of a Scottish Sasine Sub-Security executed following a Perfection Event, with the probability of higher legal costs and a longer period required to complete registration than would currently be the case.

As noted above, such events will only occur following a Perfection Event and given that the proportion of residential properties in Scotland which remain recorded in the General Register of Sasines continues to decline (the Registers of Scotland estimate that, as at October 2024 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, where, as at the Portfolio Reference Date, 12.81% (by Current Balance) of the Properties are located in Scotland, only a minority of the Scottish Mortgages will be recorded in the General Register of Sasines.

Assured Shorthold Tenancy (AST)

Depending on the level of ground rent payable at any one time it is possible that a long leasehold in England and Wales may also be an AT or AST under the HA 1988. If it is, this could have the consequences set out below.

A tenancy or lease will be an AT if granted after 15 January 1989 and:

(a) the tenant or, as the case may be, each of the joint tenants is an individual;

(b) the tenant or, as the case may be, at least one of the joint tenants occupies the dwelling-house as their only or principal home; and

(c) if granted before 1 April 1990:

  (i) the property had a rateable value at 31 March 1990 lower than £1,500 in Greater London or £750 elsewhere; and

(ii) the rent payable for the time being is greater than 2/3rds of the rateable value at 31 March 1990;

(d) if granted on or after 1 April 1990 the rent payable for the time being is between £251 and £100,000 inclusive (or between £1,001 and £100,000 inclusive in Greater London).

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 will automatically be ASTs (unless the landlord serves notice to the contrary) which gives landlords the right to recover the property at the end of the term of the tenancy. The HA 1988 also entitles a landlord to obtain an order for possession and terminate an AT/AST during its fixed term on proving one of the grounds for possession specified in section 7(6) of the HA 1988. The ground for possession of most concern in relation to long leaseholds is Ground 8 – namely that if the rent is payable yearly (as most ground rents are), at least three months' rent is more than three months in arrears both at the date of service of the landlord's notice and the date of the hearing.

Most leases in England and Wales give the landlord a right to forfeit the lease if rent is unpaid for a certain period of time but the courts normally have power to grant relief, cancelling the forfeiture as long as the arrears are paid off. There are also statutory protections in place to protect long leaseholders from unjustified forfeiture action. However, an action for possession under Ground 8 is not the same as a forfeiture action and the court's power to grant relief does not apply to Ground 8. In order to obtain possession, the landlord will have to follow the notice procedure in section 8 of the HA 1988 and, if the tenant does not leave on expiry of the notice, apply for a court order. However, as ground 8 is a mandatory ground, the court will have no discretion and will be obliged to grant the order if the relevant conditions are satisfied. There is 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 where:

(A) a long lease is also an AT/AST due to the level of the ground rent;

(B) the tenant is in arrears of ground rent for more than 3 months;

(C) the landlord chooses to use the HA 1988 route to seek possession under Ground 8; and

(D) the tenant does not manage to reduce the arrears to below 3 months' ground rent by the date of the court hearing,

the long lease will come to an end and the landlord will be able to re-enter the relevant property.

In Scotland, the corresponding provisions of the Housing (Scotland) Act 1988 that govern assured tenancies and short assured tenancies (being broadly the Scottish equivalent of ATs and ASTs in England and Wales) do not apply to long leases in respect of residential property in Scotland that are capable of being registered in the Registers of Scotland and secured by a standard security.

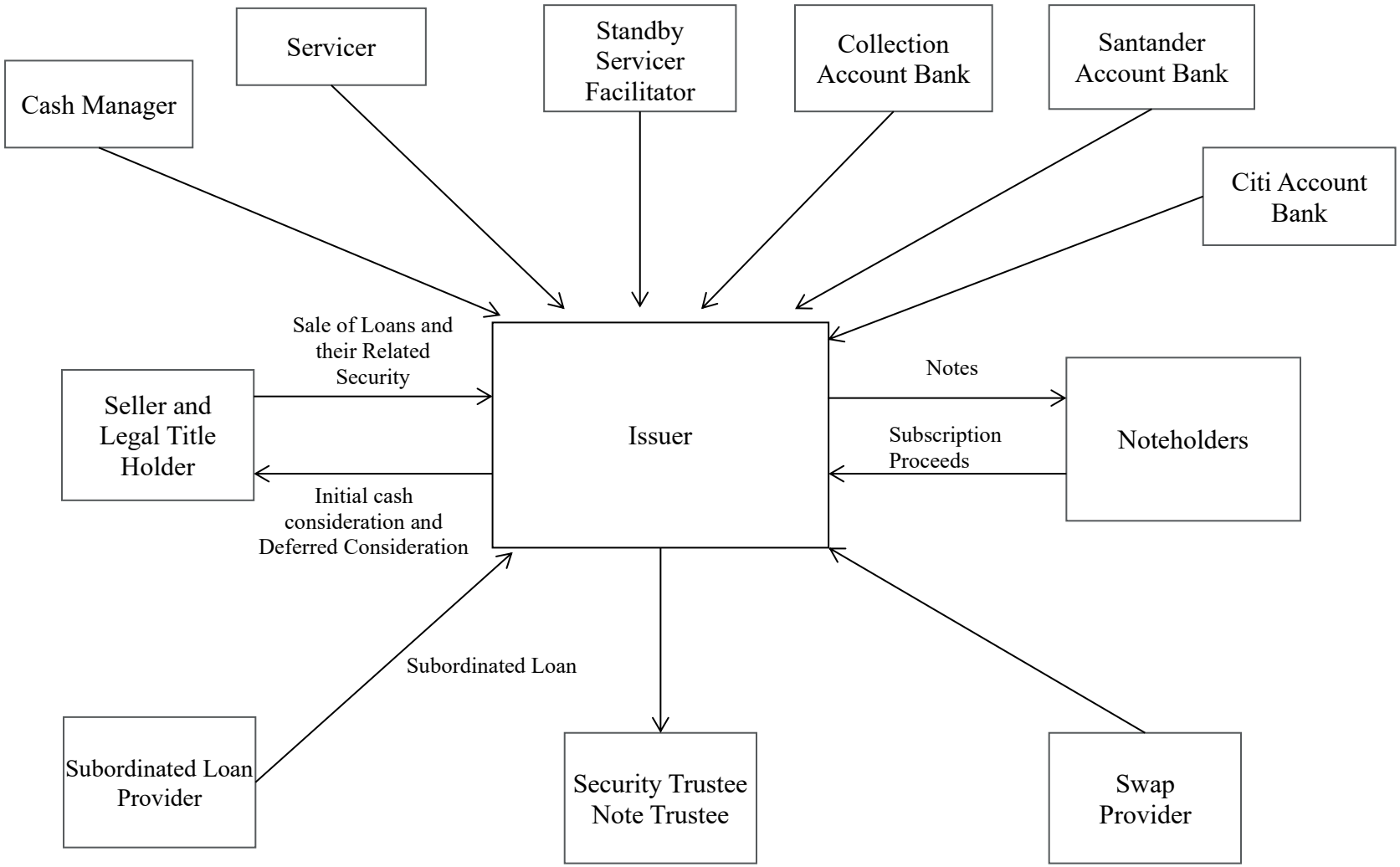
Potential effects of any additional regulatory changes

No assurance can be given that additional regulatory changes by or guidance from the CMA, the FCA, the PRA, the Ombudsman or any other regulatory authority will not arise with regard to the mortgage market in the United Kingdom generally, the Seller's particular sector in that market or specifically in relation the Seller. Any such action or developments or compliance costs may have a material adverse

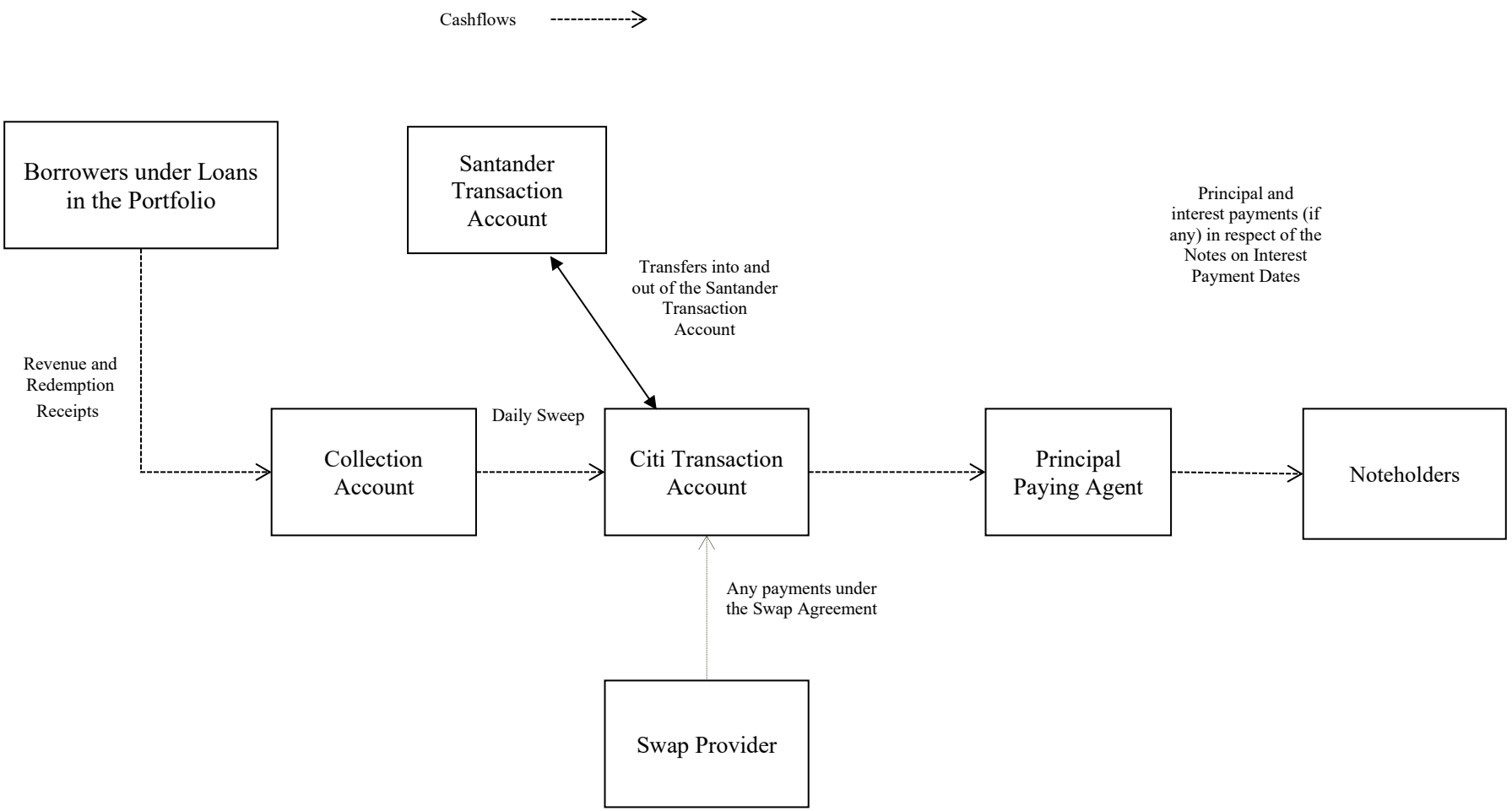
effect on the Loans, the Seller, the Issuer, the Servicer and their respective businesses and operations. This may adversely affect the Issuer's ability to make payments in full on the Notes.

STRUCTURE DIAGRAMS

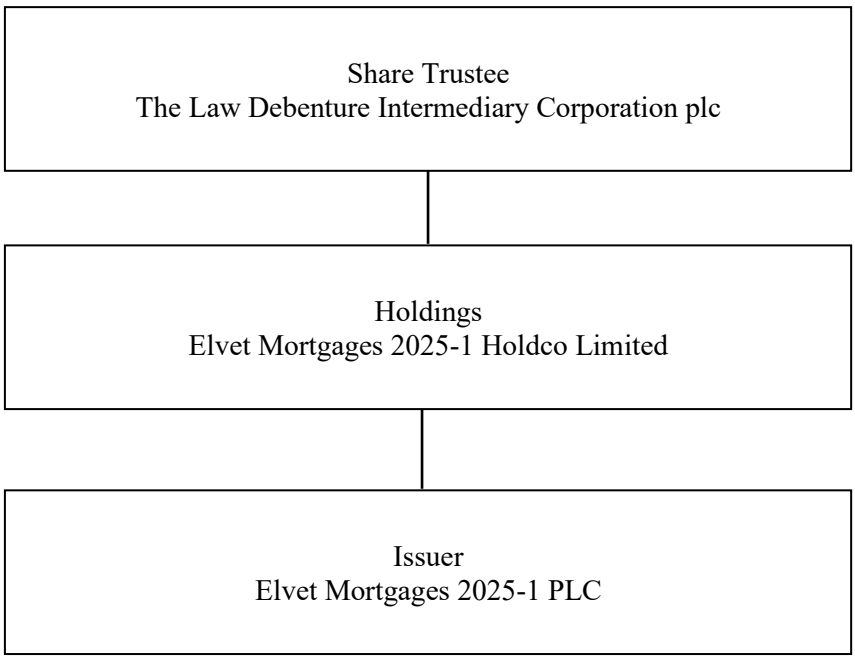
DIAGRAMMATIC OVERVIEW OF THE TRANSACTION



DIAGRAMMATIC OVERVIEW OF ONGOING CASH FLOWS



OWNERSHIP STRUCTURE DIAGRAM OF THE ISSUER



The diagram above 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.

TRANSACTION PARTIES

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

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

Capitalised terms used, but not defined, in certain sections of this Prospectus, including this overview, 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.

Party	Name	Address	Document under which appointed/Further Information
"**Issuer**"	Elvet Mortgages 2025-1 PLC	8th Floor, 100 Bishopsgate, London, United Kingdom, EC2N 4AG	See the section entitled "*The Issuer*" for further information.
"**Holdings**"	Elvet Mortgages 2025-1 Holdco Limited	8th Floor, 100 Bishopsgate, London, United Kingdom, EC2N 4AG	See the section entitled "*Holdings*" for further information.
"**Servicer**"	Atom Bank Plc	Rivergreen Centre, Aykley Heads, Durham, DH1 5TS	The Servicing Agreement. See the section entitled "*Summary of the Key Transaction Documents – Servicing Agreement*" and "*The Seller, the Servicer and Subordinated Loan Provider"* for further information.
"**Seller**"	Atom Bank Plc	Rivergreen Centre, Aykley Heads, Durham, DH1 5TS	See the section entitled "*Summary of the Key Transaction Documents – Mortgage Sale Agreement*" and "*The Seller, the Servicer and Subordinated Loan Provider"* for further information.
"**Cash Manager**"	Citibank, N.A., London Branch	Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB	The Cash Management Agreement. See the sections entitled "*Summary of the Key Transaction Documents – Cash Management Agreement*" and "*The Cash Manager,*

Party	Name	Address	Document under which appointed/Further Information
			Principal Paying Agent, Agent Bank, Registrar, Custodian and Citi Account Bank" for further information
"**Subordinated Loan Provider**"	Atom Bank Plc	Rivergreen Centre, Aykley Heads, Durham, DH1 5TS	The Subordinated Loan Agreement. See the section entitled "*Summary of the Key Transaction Documents – Subordinated Loan Agreement*" and "*The Seller, the Servicer and Subordinated Loan Provider*" for further information.
"**Swap Provider**"	Banco Santander, S.A.	Ciudad Grupo Santander, Avenida de Cantabria s/n Edificio Encinar, planta baja 28860 Boadilla del Monte Madrid, Spain	The Swap Agreement. See the sections entitled "*Credit Structure – Interest Rate Risk for the Notes – Swap Agreement*" and "*The Swap Provider*" for further information.
"**Citi Account Bank**"	Citibank, N.A., London Branch	Citigroup Centre, Canada Square, Canary Wharf, London, E14 5LB	The Citi Bank Account Agreement. See the sections entitled "*Summary of the Key Transaction Documents – The Bank Account Agreements*" and "*The Cash Manager, Principal Paying Agent, Agent Bank, Registrar, Custodian and Citi Account Bank*" for further information.
"**Santander Account Bank**"	Banco Santander S.A., London Branch	2 Triton Square, Regent's Place, London, NW1 3AN	The Santander Bank Account Agreement. See the sections entitled "*Summary of the Key Transaction Documents – The Bank Account Agreements*" and "*The Santander Account Bank*" for further information.
"**Custodian**"	Citibank, N.A., London Branch	Citigroup Centre, Canada Square,	The Securities Custody Agreement. See the

Party	Name	Address	Document under which appointed/Further Information
		Canary Wharf, London, E14 5LB	sections entitled "*Summary of the Key Transaction Documents – Securities Custody Agreement*" and "*The Cash Manager, Principal Paying Agent, Agent Bank, Registrar, Custodian and Citi Account Bank*" for further information.
"**Collection Account Bank**"	National Westminster Bank plc	135 Bishopsgate, London, EC2M 3UR	See the section entitled "*Summary of the Key Transaction Documents – The Collection Account Declaration of Trust Accession Undertaking*" for further information.
"**Standby Servicer Facilitator**"	Law Debenture Corporate Services Limited	8th Floor, 100 Bishopsgate, London, United Kingdom, EC2N 4AG	The Servicing Agreement. See the section entitled "*Summary of the Key Transaction Documents – Servicing Agreement*". See the section entitled "*The Corporate Services Provider and Standby Servicer Facilitator*" for further information.
"**Security Trustee**"	Citicorp Trustee Company Limited	Citigroup Centre, Canada Square, Canary Wharf, London, E14 5LB	The Deed of Charge. See the sections entitled "*Terms and Conditions of the Notes*" and "*The Note Trustee and the Security Trustee*" for further information.
"**Note Trustee**"	Citicorp Trustee Company Limited	Citigroup Centre, Canada Square, Canary Wharf, London, E14 5LB	The Trust Deed. See the sections entitled "*Terms and Conditions of the Notes*" and "*The Note Trustee and the Security Trustee*" for further information.
"**Principal Paying Agent**" and "**Agent Bank**"	Citibank, N.A., London Branch	Citigroup Centre Canada Square, Canary Wharf,	The Agency Agreement. See the sections entitled "*Terms and Conditions of the Notes*" and "*The Cash*

Party	Name	Address	Document under which appointed/Further Information
		London, E14 5LB	*Manager, Principal Paying Agent, Agent Bank, Registrar, Custodian and Citi Account Bank*" for further information.
"**Registrar**"	Citibank, N.A., London Branch	Citigroup Centre, Canada Square, Canary Wharf, London, E14 5LB	In respect of the Notes and the Agency Agreement, by the Issuer. See the sections entitled "*Terms and Conditions of the Notes*" and "*The Cash Manager, Principal Paying Agent, Agent Bank, Registrar, Custodian and Citi Account Bank*" for further information.
"**Corporate Services Provider**"	Law Debenture Corporate Services Limited	8th Floor, 100 Bishopsgate, London, United Kingdom, EC2N 4AG	The Corporate Services Agreement. See the section entitled "*The Corporate Services Provider and Standby Servicer Facilitator*" for further information.
"**Share Trustee**"	The Law Debenture Intermediary Corporation plc	8th Floor, 100 Bishopsgate, London, United Kingdom, EC2N 4AG	The Share Trust Deed.
"**Arranger**"	Banco Santander, S.A.	Ciudad Grupo Santander, Avenida de Cantabria s/n Edificio Encinar, planta baja 28860 Boadilla del Monte Madrid, Spain	Subscription Agreement. See the section entitled "*Subscription and Sale*" for further information.
"**Joint Lead Managers**"	Banco Santander, S.A.	Ciudad Grupo Santander, Avenida de Cantabria s/n Edificio Encinar, planta baja 28860 Boadilla del Monte Madrid, Spain	Subscription Agreement. See the section entitled "*Subscription and Sale*" for further information.
	NatWest Markets Plc	250 Bishopsgate, London, EC2M 4AA, United Kingdom	

PORTFOLIO AND SERVICING

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

Sale of Portfolio:

The Portfolio will consist of the Loans and their Related Security which will be sold by the Seller to the Issuer on the Closing Date pursuant to the Mortgage Sale Agreement.

The English Loans and their Related Security are governed by the laws of England and Wales, the Northern Irish Loans and their Related Security are governed by the laws of Northern Ireland and the Scottish Loans and their Related Security are governed by Scots law.

The Loans have been originated by the Seller. On and from (and including) the Closing Date, the Seller will hold the legal title on bare trust for the Issuer (which, in respect of Scottish Loans and their Related Security shall be pursuant to the Scottish Declaration of Trust).

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

The sale by the Seller to the Issuer of each Scottish Loan and its Related Security in the Portfolio will be given effect by a Scottish Declaration of Trust by the Seller in favour of the Issuer granted on the Closing Date.

The terms "**sale**", "**sell**" and "**sold**" when used in this Prospectus in connection with the Loans and their Related Security shall be construed to mean each such creation of an equitable interest and such equitable assignment and the beneficial interest created under and pursuant to the Scottish Declaration of Trust, as applicable. The terms "**repurchase**" and "**repurchased**" when used in this Prospectus in connection with a Loan and its Related Security shall be construed to include (A) the repurchase of the equitable interest of the Issuer in respect of such Loan and its Related Security (to the extent that it is an English Loan or a Northern Irish Loan) and 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 the Scottish Declaration of Trust and release of such Loan and its Related Security from the Scottish Declaration of Trust and (B) the purchase by the Seller of such Loan and its Related Security from the Issuer pursuant to the terms of the Mortgage Sale Agreement.

Prior to the occurrence of a Perfection Event as set out below, notice of the sale of the Loans and their Related Security comprising the Portfolio will not be given to the relevant individual or individuals specified as borrowers in respect of a Loan or the individual or individuals from time to time assuming an obligation to repay (under a guarantee or otherwise) such Loan or any part of it (collectively, the "**Borrowers**" and each a "**Borrower**") and the Issuer will not apply to the Land Registry, the Registers of Northern Ireland or the Registers of Scotland to register or record its equitable or

beneficial interest in the English Mortgages or the Northern Irish 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 and its Related Security in the Portfolio will be held by the Seller on bare trust for the Issuer (including, in respect of a Scottish Loan, under the trust declared and created by the Scottish Declaration of Trust). Following a Perfection Event and notice of the transfer of the Loans and their Related Security to the Issuer being sent to the relevant Borrowers, legal title to the Loans and their Related Security (subject to appropriate registration or recording at the Land Registry, the Registers of Northern Ireland or the Registers of Scotland (as appropriate)) will pass to the Issuer.

Features of the Loans: Except as otherwise indicated, the following is a summary of certain features of the Loans comprising the Provisional Portfolio determined by reference to the features of each loan in the Provisional Portfolio as at 30 November 2024 (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 "*Characteristics of the Provisional Portfolio*". The Loans comprise loans to prime residential Borrowers and are secured by first priority charges or (in Scotland) first ranking standard securities over freehold, heritable and leasehold properties in England, Wales, Northern Ireland or Scotland.

Type of Borrower	Prime
Type of mortgage	Repayment
Help to Buy Loans	No
Right-to-Buy Loans	No
Buy-To-Let Loans	No
Interest-only Loans	No
Equity Release Loans	No
Owner-occupied properties (as % of Current Balance)	100%
Fast Track (other than remortgages subject to a fees assisted re-mortgage conveyancing process)	No
Self-Certified	No
Number of loans in the Provisional Portfolio	1,942

Average/Weighted Current Balance	Average	Minimum	Maximum
	£175,738.04	£18,542.26	£971,329.29
Current LTV	75.31%	5.48%	87.92%

Remaining Term (years)	26.98	5.09	39.87

The "**Current Balance**" of a Loan means, on any date, the aggregate balance of the Loan at such date (but without double counting) including:

(a) the original principal amount advanced to 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;

(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 Arrears of Interest but excluding Accrued 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,

(unless specified otherwise) on the basis of the position as at 23:59:59 hours on the evening of such date (which for the avoidance of doubt is exclusive of any interest rate accrual amount relating to the previous month or otherwise that should have been applied on such day and is exclusive of any other payments or postings on such date) and any reference to the Current Balance of a loan contained in the Provisional Portfolio shall be construed as if it were a Loan contained in the Portfolio.

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 and (b) ongoing payment by the Issuer of Deferred Consideration (if any) to the Seller in accordance with the Mortgage Sale Agreement.

"**Initial Consideration**" means an amount equal to £338,623,285.16.

"**Deferred Consideration**" means any payments made at item (p) of the Pre-Enforcement Revenue Priority of Payments, or (as relevant) item (k) of the Post-Enforcement Priority of Payments.

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 their Related Security comprised in the Portfolio from (but excluding) the Cut-Off Date to (but excluding) the Closing Date.

Representations and Warranties:

The Seller will make certain Loan Warranties regarding the Loans and Related Security to the Issuer and the Security Trustee in relation to the Loans and their Related Security comprised in the Portfolio on the Closing Date. For the avoidance of doubt, the Loan Warranties are not given in relation to the Provisional Portfolio.

In addition to representations and warranties in respect of the legal nature of the Loans and their Related Security, there are also asset Loan Warranties as set out in the section entitled "*Summary of the Key Transaction Documents – Mortgage Sale Agreement – Representations and Warranties*".

Repurchase of the Loans and Related Security:

Subject to the section of this Prospectus entitled "*Summary of the Key Transaction Documents – Mortgage Sale Agreement - Repurchase by the Seller*", the Seller is liable for the repurchase of the relevant Loans and their Related Security upon a material breach of Loan Warranties (which the Seller fails to remedy within the agreed grace period, being 30 Business Days from and including the date upon which the Issuer gives notice to the Seller of such breach).

The Seller will repurchase, in accordance with the Mortgage Sale Agreement, all Loans and their Related Security in respect of which there has been a Further Advance or Product Switch in the month following the month in which such Further Advance or Product Switch took place. The Seller will make Further Advances in accordance with the standards of a Prudent Mortgage Lender and Product Switches in accordance with the standards of a Reasonable, Prudent Residential Mortgage Servicer. Further Advances and Product Switches will be made only in the ordinary course of the Seller's mortgage origination and servicing business.

The Seller has no discretionary rights of repurchase in relation to any Loans or their Related Security and the Seller has no right or obligation to substitute or sell any of the Loans or their Related Security included in the Portfolio.

Consideration for repurchase:

The consideration payable by the Seller (in the case of a material breach of Loan Warranties, a Product Switch or Further Advance) in respect of the repurchase of an Affected Loan and its Related Security shall be equal to the Current Balance (including Accrued Interest) as at 23:59:59 hours on the date immediately prior to the date of any such repurchase, of such Loan (disregarding for the purposes of any such calculation the extent to which such Current Balance (including Accrued Interest), of such Loan has been reduced as a result of the exercise of any set-off right which the relevant Borrower has against the Seller), plus the Issuer's costs and expenses (if any) associated with the transfer of such Loan 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.

Optional repurchase of the Portfolio

The Seller may at any time after:

(a) the Collection Period End Date immediately preceding the Step-Up Date;

(b) any Collection Period End Date on which the Current Balance of the Portfolio is (or would be, on the Interest Payment Date immediately after such Collection Period End Date) less than 10% of the Current Balance of the Portfolio as at the Cut-Off Date; or

(c) any Business Day following the occurrence of a Redemption Event,

offer to repurchase the beneficial interests to all (but not some) of the Loans and their Related Security comprising the Portfolio at the Option Purchase Price from the Issuer by serving a written notice to the Issuer, of which the Issuer shall accept.

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

Perfection Events: Prior to the completion of the transfer of legal title of the Loans and their Related Security to the Issuer following the occurrence of a Perfection Event, legal title of the Loans and their Related Security will remain with the Seller and the Issuer will hold only the equitable title or, in relation to any Scottish Loans and their Related Security, the beneficial interest in those Loans and their Related Security pursuant to the Scottish Declaration of Trust and will therefore be subject to certain risks as set out in the risk factor entitled "*Risk Factors - Seller to retain legal title to the Loans and risks relating to set-off*".

Pursuant to the Mortgage Sale Agreement, prior to the completion of the transfer of legal title of the Loans and their Related Security to the Issuer, the Seller will hold the legal title to the Loans and their Related Security in the Portfolio (but excluding any Loan and its Related Security which has been repurchased by the Seller) on bare trust for the Issuer (which, in respect of Scottish Loans and their Related Security, shall be pursuant to the Scottish Declaration of Trust).

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

Servicing of the Portfolio: The Servicer agrees to service the Loans to be sold to the Issuer and their Related Security on behalf of the Issuer. Following the service of an Enforcement Notice, the Servicer shall act at the direction of the Security Trustee. The appointment of the Servicer may be terminated by the Issuer or the Security 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 upon giving not less than three months' written notice to the Issuer, the Security Trustee and the Standby Servicer Facilitator provided that, *inter alia*, a replacement servicer is appointed by the Issuer (subject to the prior written consent of the Security Trustee). See the section entitled "*Summary of the Key Transaction Documents – Servicing Agreement*" below.

Purchase of Notes The Transaction Documents do not require the Seller to purchase the Notes under any circumstances. The Seller covenants in the Mortgage Sale

Agreement that if it purchases any Notes or acquires any other position in the securitisation constituted by the Transaction Documents such purchase will be made at arm's length.

GENERAL TERMS AND CONDITIONS OF THE NOTES

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

FULL CAPITAL STRUCTURE OF THE NOTES

	Class A Notes	Class B Notes
Principal Amount and Currency	£309,700,000	£29,304,000
Credit enhancement features	See the section entitled "*Credit Enhancement*" on page (xviii) above.	See the section entitled "*Credit Enhancement*" on page (xviii) above.
Liquidity support features	Available Redemption Receipts applied as Principal Addition Amounts to provide for any Revenue Deficit and the amounts credited to the General Reserve Fund.	Available Redemption Receipts applied as Principal Addition Amounts to provide for any Revenue Deficit.
Issue Price	100%	100%
Reference Rate	Compounded Daily SONIA + Margin or Step-up Margin, as applicable	Compounded Daily SONIA + Margin or Step-up Margin, as applicable
Margin (payable up to and including the Step-Up Date)	0.56% per annum	0.00% per annum
Step-Up Margin (payable after the Step-Up Date)	1.12% per annum	0.00% per annum
Interest Accrual Method:	Actual/365	Actual/365
Interest Payment Dates	22nd day of March, June, September and December in each year	22nd day of March, June, September and December in each year
First Interest Payment Date	The Interest Payment Date falling in June 2025	The Interest Payment Date falling in June 2025
Final Maturity Date	The Interest Payment Date falling in December 2066	The Interest Payment Date falling in December 2066
Step-Up Date	The Interest Payment Date falling in September 2029	The Interest Payment Date falling in September 2029
Business Day Convention	Following	Following
Application for Exchange Listing	London Stock Exchange	London Stock Exchange
Form of the Notes	Registered Global Note	Registered Global Note
ISIN	XS2959455242	XS2959457370
Common Code	295945524	295945737
CFI	DBVXFR	DBVXFR
FISN	ELVET MORTGAGES/VAR BD 22000101	ELVET MORTGAGES/VAR BD 22000101

	Class A Notes	Class B Notes
Clearance/Settlement	Euroclear/Clearstream, Luxembourg	Euroclear/Clearstream, Luxembourg
Ratings (Fitch/ DBRS)	AAA(sf)/AAA(sf)	N/A
Minimum Denomination	£100,000 and integral multiples of £1,000 in excess thereof	£100,000 and integral multiples of £1,000 in excess thereof

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As of the date of this Prospectus, each of the Rating Agencies is a credit rating agency established in the EU and is registered under Regulation (EU) No 1060/2009.

GENERAL CHARACTERISTICS OF THE NOTES

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 December 2066 (the "**Class A Notes**"); and
- Class B Mortgage Backed Floating Rate Notes due December 2066 (the "**Class B Notes**"),

the Class A Notes and Class B Notes are together the "**Notes**" and the holders thereof, the "**Noteholders**".

The Notes of each Class sold outside the United States to Non-U.S. Persons in reliance on Regulation S will, on issue, be represented by beneficial interests in one or more Global Notes in fully registered form.

The Global Notes will be registered in the name of the nominee for the Common Safekeeper for both Euroclear and Clearstream, Luxembourg. See further the section "*Description of the Global Notes*" below.

Sequential Order: The Class A Notes rank *pro rata* and *pari passu* without preference or priority amongst 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 amongst themselves in relation to payment of interest and principal at all times, but subordinate to the Class A Notes.

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

Security: Pursuant to a deed of charge made between, among others, the Issuer and the Security Trustee (the "**Deed of Charge**"), the Notes 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 will be secured by, among other things, the following security (the "**Security**"):

(a) an assignment by way of security (and to the extent not assigned, a charge by way of first fixed charge) (subject to the subsisting rights of redemption of the relevant Borrowers) of the Benefit of the Issuer in the Loans (other than the Scottish Loans) and their Related Security comprised in the Portfolio and any other documents or any security documents in either case setting out the terms of such Loans or their Related Security;

(b) an assignment by way of security (and to the extent not assigned, charges by way of first fixed charge, without prejudice to

paragraph (a) above and to the extent that no charge created by paragraph (a) above is (if the Security Trustee were so to require) capable of registration at the Land Registry as a sub charge, in exercise of the power conferred by section 23(2)(b) of the Land Registration Act 2002 or the power conferred by section 41 of the Land Registration Act (Northern Ireland) 1970), all indebtedness comprising an obligation or liability to pay money secured by each registered charge of which it is registered as proprietor at the Land Registry and the Registers of Northern Ireland including those registered against the title or folio numbers set out in the relevant annexures to the Mortgage Sale Agreement;

(c) a charge by way of first fixed charge of the Benefit of the Issuer in each Authorised Investment;

(d) a charge by way of first fixed charge of the Benefit of the Issuer in each of the Santander Transaction Account, the Citi Transaction Account, the Securities Custody Account, each Swap Collateral Account (which includes for the avoidance of doubt the Securities Custody Account) and any bank or other accounts in which the Issuer may at any time have or acquire any Benefit and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on such accounts;

(e) an assignment by way of security (and to the extent not assigned, a charge by way of first fixed charge) of the Benefit of the Issuer in the Insurance Policy and Buildings Insurance Policies;

(f) an assignment by way of security (and to the extent not assigned, a charge by way of first fixed charge) of the Benefit of the Issuer under each Transaction Document except (i) for any Transaction Document which is governed by Scots law and (ii) that the assignment by way of security of the Benefit of the Issuer under the Swap Agreement shall be subject to any rights of set-off or netting provided for thereunder;

(g) an assignment by way of security (and to the extent not assigned, a charge by way of first fixed charge) (but subject to the right of reassignment) of the Benefit of the Issuer under the Collection Account Trust;

(h) an assignation in security of the Issuer's beneficial interest in the Scottish Loans and their Related Security (comprising the Issuer's beneficial interest under the trust declared by the Seller over such Scottish Loans and their Related Security for the benefit of the Issuer pursuant to the Scottish Declaration of Trust); and

(i) 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).

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

Interest Provisions: Please refer to the table above and as fully set out in Note Condition 6 (*Interest*).

Deferral: Interest due and payable on the Class A Notes is not permitted to be deferred. Interest due and payable on the Class B Notes may be deferred in accordance with Note 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 on account of taxes.

Redemption: The Notes are subject to the following redemption events amongst others contained in Note Condition 8 (*Redemption*):

- mandatory redemption in whole by the Issuer on the Interest Payment Date falling in December 2066 (the "**Final Maturity Date**"), as fully set out in Note Condition 8.1 (*Redemption at Maturity*);

- mandatory redemption in part by the Issuer on any Interest Payment Date commencing on the first Interest Payment Date but prior to the service of an Enforcement Notice subject to the availability of Available Redemption Receipts (to the extent not applied to cover any Revenue Deficit) 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,

  as fully set out in Note Condition 8.2 (*Mandatory Redemption prior to the service of an Enforcement Notice and prior to the exercise of an Option or occurrence of a Redemption Event*);

- optional redemption of all (but not some only) of the Notes by the Issuer on the Step-Up Date or any subsequent Interest Payment Date thereafter, subject to certain provisions as fully set out in Note Condition 8.3(a) (*Optional Redemption of the Notes in Full*); or

- in the event the option set out in Note Condition 8.3(b) (*10 Per Cent. Clean-up Call*) is exercised by the Issuer, mandatory redemption of the Notes in whole (but not in part) on any Interest Payment Date when, on the related Calculation Date, the Current Balance of the Portfolio is (or would, on such Interest Payment Date be) less than 10 per cent. of the Current Balance of the

Portfolio as at the Cut-Off Date, as fully set out in Note Condition 8.3(b) (*10 Per Cent. Clean-up Call*); or

- upon the occurrence of a Redemption Event in accordance with Condition 8.4 (*Redemption of the Notes for Taxation or Other Reasons*).

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

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

Event of Default: As fully set out in Note Condition 11 (*Events of Default*) which includes, among other events, (where relevant, subject to the applicable grace period):

- in the case of the Notes, non-payment of interest and/or principal due in respect of the Notes and such non-payment continues for a period of ten Business Days in the case of interest and five Business Days in the case of principal, provided that deferral of interest in accordance with Note Condition 18 (*Subordination by Deferral*) shall not be an Event of Default;

- failure by the Issuer to perform or observe any of its other obligations under the Note Conditions or any Transaction Document to which it is a party which in the opinion of the Note Trustee is materially prejudicial to the interests of the holders of the Most Senior Class and the failure continues for a period of 15 days (or such longer period as the Note Trustee may permit) (except that in any case where the Note Trustee considers the failure to be incapable of remedy, then no continuation or notice as is aforementioned will be required) following the service by the Note Trustee on the Issuer of notice requiring the same to be remedied; or

- any representation or warranty made by the Issuer under any Transaction Document is incorrect in any material respect when made which in the opinion of the Note Trustee is materially prejudicial to the interests of the holders of the Most Senior Class and the matters giving rise to such misrepresentation are not remedied within a period of 15 days (or such longer period as the Note Trustee may permit) (except that in any case where the Note Trustee considers the matters giving rise to such misrepresentation to be incapable of remedy, then no continuation or notice as is hereinafter mentioned will be required) following the service by the Note Trustee on the Issuer of notice requiring the same to be remedied; or

- if any order is made by any competent court or any resolution is passed for the winding up or dissolution of the Issuer, save for the purposes of reorganisation on terms approved in writing by the Note Trustee or by Extraordinary Resolution of the Most Senior Class of Noteholders; or

- if (i) the Issuer ceases or threatens to cease to carry on the whole or a substantial part of its business, save for the purposes of reorganisation on terms approved in writing by the Note Trustee or by Extraordinary Resolution of the holders of the Most Senior Class, 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 Issuer is deemed unable to pay its debts within the meaning of Sections 123(1) or (2) of the Insolvency Act (or any equivalent or analogous legislative provision, as applicable to such person) or (iii) the Issuer is adjudicated or found bankrupt or insolvent; or

- if proceedings are initiated against the Issuer under any applicable liquidation, insolvency, composition, reorganisation or other similar laws or an application is made (or documents filed with the court) for the appointment of an administrative or other receiver, manager, administrator or other similar official, or an administrative or other receiver, manager, administrator or other similar official is appointed, in relation to the Issuer or, as the case may be, in relation to the whole or any part of the undertaking or assets of the Issuer, and in any such case (other than the appointment of an administrator or an administrative receiver appointed following presentation of a petition for an administration order), unless initiated by the Issuer, is not discharged within 30 days; or

- 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).

Following service of an Enforcement Notice: Following the service of an Enforcement Notice to the Issuer, all Classes of the Notes then outstanding shall thereby immediately become due and repayable at their respective Principal Amount Outstanding, together with accrued (and unpaid) interest.

Limited Recourse and Non-Petition: The Notes are limited recourse obligations of the Issuer, and, if not repaid in full, amounts outstanding are subject to a final write-off, which is described in more detail in Note Condition 12.4 (*Limited Recourse*). In accordance with Note Condition 12.3 (*Limitations on Enforcement*), none of the Noteholders may proceed directly against the Issuer unless the Note

	Trustee or the Security Trustee, having become bound to do so, fails to do so within a reasonable period of time and such failure is continuing.
Certain ERISA considerations for investors	The Notes (and interest therein) may not be purchased or held by, or on behalf of, (i) an "employee benefit plan" as defined in Section 3(3) of the U.S. Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), which is subject to the fiduciary responsibility provisions of Title I of ERISA, (ii) a "plan" as defined in Section 4975(e)(1) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), to which Section 4975 of the Code applies, (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. § 2510.3-101), as modified by Section 3(42) of ERISA (each of the foregoing, a "**Benefit Plan Investor**"), or (iv) any governmental, church or non-U.S. plan which is subject to any federal, state, local or non-U.S. law or regulation that is substantially similar to the prohibited transaction provisions of Section 406 of ERISA or Section 4975 of the Code ("**Similar Law**"), and each purchaser or transferee of the Notes (or any interest therein) will be deemed to have represented, warranted and agreed that it is not, and is not acting on behalf of (and for so long as it holds the Notes 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 subject to Similar Law.
Governing Law:	The laws of England and Wales (other than any terms of the Transaction Documents which are particular to Scots law will be construed in accordance with Scots law and any terms of the Transaction Documents which are particular to Northern Irish law will be construed in accordance with Northern Irish law).

GENERAL RIGHTS OF NOTEHOLDERS AND RELATIONSHIP WITH OTHER SECURED CREDITORS

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

Convening meetings:	Noteholders holding not less than 10% of the Principal Amount Outstanding of the Notes of a particular Class then outstanding are entitled to convene a Noteholders' meeting of that particular Class. So long as no Event of Default has occurred and is continuing, none of the Noteholders are entitled to instruct or direct the Issuer to take any actions, either directly or through the Note Trustee, without the consent of the Issuer and, if applicable, certain other transaction parties, unless the Issuer has an obligation to take such actions under the relevant Transaction Documents.
Following an Event of Default:	Following the occurrence of an Event of Default, for so long as there are any Notes outstanding, Noteholders may, if they hold not less than 25% of the 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 Note Trustee to give an Enforcement Notice to the Issuer that all Classes of the Notes then outstanding shall thereby immediately become due and repayable at their respective Principal Amount Outstanding, together with accrued (and unpaid) interest. The Note Trustee shall not be bound to take any such action unless first indemnified and/or prefunded and/or secured to its satisfaction.

Noteholder Meeting provisions:		**Initial meeting**	**Adjourned meeting**
	Notice period:	No less than 21 clear days and not more than 42 clear days	No less than 10 clear days and not more than 42 clear days
	Location	A venue in the United Kingdom as notified to Noteholders.	A venue in the United Kingdom as notified to Noteholders.
	Quorum:	Subject to more detailed provisions of the Trust Deed, the quorum at any initial meeting convened to vote on:	Subject to more detailed provisions of the Trust Deed, the quorum at any meeting re-convened to vote on:
		(1) an Ordinary Resolution shall be one or more persons present and holding or representing in aggregate not less than 25 per	(1) an Ordinary Resolution shall be one or more persons present and holding or representing in aggregate not less than 10 per

	cent. of the Principal Amount Outstanding of the relevant Class or Classes of Notes, then outstanding;		cent. of the Principal Amount Outstanding of the relevant Class or Classes of Notes then outstanding;
(2)	an Extraordinary Resolution (other than a Basic Terms Modification) shall be one or more persons present and holding or representing in the aggregate not less than 50 per cent. of the Principal Amount Outstanding of the relevant Class or Classes of Notes then outstanding; and	(2)	an Extraordinary Resolution (other than a Basic Terms Modification) shall be one or more persons present and holding or representing in the aggregate not less than 25 per cent. of the Principal Amount Outstanding of the relevant Class or Classes of Notes then outstanding; and
(3)	a Basic Terms Modification shall be one or more persons present and holding or representing in the aggregate not less than 75 per cent. of the Principal Amount Outstanding of such Class or Classes of Notes then outstanding.	(3)	a Basic Terms Modification shall be one or more persons present and holding or representing in the aggregate not less than 50 per cent. of the Principal Amount Outstanding of such Class or Classes of Notes then outstanding.

For the purposes of calculating a period of "**clear days**" in relation to a meeting, no account shall be taken of the day on which notice of such meeting is given (or, in the case of an adjourned meeting, the

	day on which the meeting to be adjourned is held) or the day on which such meeting is held.
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.
Required majority for Extraordinary Resolution:	Not less than 75 per cent. 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 75 per cent. of the votes cast on such poll
Required majority for a Written Resolution:	In relation to an Extraordinary Resolution: not less than 75 per cent. in aggregate Principal Amount Outstanding of the relevant Class of Notes then outstanding. In relation to an Ordinary Resolution: not less than a clear majority in aggregate Principal Amount Outstanding of the relevant Class of Notes.
Required majority for an Electronic Consent:	In relation to an Extraordinary Resolution: given by or on behalf of the Noteholders of not less than 75 per cent. in aggregate Principal Amount Outstanding of the relevant Class of Notes. In relation to an Ordinary Resolution: given by or on behalf of the Noteholders of not less than a clear majority in aggregate Principal Amount Outstanding of the relevant Class of Notes.

Matters requiring Extraordinary Resolution of the Noteholders:

The following matters require an Extraordinary Resolution of the Noteholders, 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, among 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, among others, the Note 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 other than in accordance with Note Condition 8.4 (*Redemption of the Notes for Taxation or Other Reasons*), or Note Condition 13.18 (*Issuer Substitution Condition*);

- to approve any proposal by the Issuer, the Note Trustee or the Security Trustee for any modification, abrogation, variation or compromise of any provisions of the Trust Deed, the Note Conditions or any Transaction Document or any arrangement in respect of the obligations of the Issuer under or in respect of the Notes;

- 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, other than those modifications which are sanctioned by the Note Trustee without the consent or sanction of the Noteholders in accordance with the terms of the Trust Deed;

- to approve the appointment of a substitute Servicer in circumstances where the Servicer has resigned and the appointment of the substitute Servicer in the opinion of the Security Trustee could have an adverse effect on the rating of the Class A Notes or if it is not clear to the Security Trustee whether the rating for the Class A Notes will be maintained as the rating before the termination of the Servicer;

- (in relation to the Noteholders only) to direct the Note Trustee to serve an Enforcement Notice;

- to remove the Note Trustee and/or the Security Trustee;

- to approve the appointment of a new Note Trustee and/or Security Trustee;

- to authorise the Note Trustee, the Security 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 Note Trustee, Security 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, the Notes;

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

- to sanction any scheme or proposal for the exchange, sale, conversion or cancellation of the Notes 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;

- to waive any breach or authorise any proposed breach by the Issuer or (if relevant) any other Transaction Party of its obligations under or in respect of the Trust Deed, the Notes or the other Transaction

Documents or any act or omission which might otherwise constitute an Event of Default under the Notes; 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.

Relationship between Noteholders:

In relation to each Class of Notes no Extraordinary Resolution involving a Basic Terms Modification that is passed by the holders of one Class of Notes shall be effective unless it is sanctioned by an Extraordinary Resolution of the holders of each Classes of Notes then outstanding.

Except in the case of a Basic Terms Modification, any resolution passed at a meeting of the holders of the Most Senior Class duly convened and held (or by a separate Written Resolution or by a separate Electronic Consent) shall also be binding upon the holders of all the other Classes of Notes.

Relationship between Noteholders and other Secured Creditors:

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

So long as the Notes are outstanding, the Note Trustee (or, as relevant, the Security Trustee) will have regard to the interests of each Class of Noteholders, but if in the Note Trustee's (or, as relevant, following enforcement the Security 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 Class A Notes and shall not have regard to the interests of the holders of such subordinated Classes of Notes, and the holders of such subordinated Classes of Notes shall have no claim against the Note Trustee for so doing, subject to the rights in relation to Basic Terms Modifications.

So long as any Notes are outstanding and there is a conflict between the interests of the Noteholders and/or the other Secured Creditors, the Security Trustee will take into account the interests of the Noteholders only in the exercise of its discretion.

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

Relevant Person and "outstanding" in relation to Notes

See Note Condition 1 (*General*).

Provision of Information under the UK Securitisation Framework and the EU Securitisation Regulation:

For the purposes of Article 7(2) of Chapter 2 of the PRA Securitisation Rules and SECN 6.3.1R(1), Atom Bank (as originator) has been designated as the entity (the "**Designated Reporting Entity**") and, as the Designated Reporting Entity, it will fulfil the requirements of Article 7 of Chapter 2 of the PRA Securitisation Rules and SECN 6 (the "**UK Disclosure**

Requirements") either itself or shall procure that such requirements are fulfilled on its behalf.

It should be noted that, subject to certain conditions, the Designated Reporting Entity has contractually agreed that it will act as if it is the designated entity for the purposes of Article 7(2) of the EU Securitisation to provide (or to procure the provision of) certain information and reports required pursuant to Article 7 of the EU Securitisation Regulation and (if applicable) the EU Article 7 Technical Standards (as if such requirements were applicable to it and the Issuer) (the "**EU Disclosure Requirements**" and together with the UK Disclosure Requirements, the "**Disclosure Requirements**").

The Issuer and Atom Bank have contractually agreed to procure the provision of information to Noteholders and (upon request) potential investors in accordance with the requirements of Article 7(1) of the EU Securitisation Regulation and in a manner consistent with the requirements of Article 7(2) of the EU Securitisation Regulation (subject always to any requirement of law).

From the Closing Date, the Designated Reporting Entity will, among other things:

(a) procure that the Cash Manager prepares and delivers, and the Cash Manager will prepare and deliver, (to the satisfaction of the Designated Reporting Entity) a quarterly investor report ten Business Days after each Interest Payment Date (a "**Reporting Date**") in relation to the immediately preceding Collection Period containing information required by:

  (i) 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 SECN 6.2.1R(5), SECN 11 (Annex 12) and SECN 12.3 (the "**UK Investor Report**"); and

  (ii) Article 7(1)(e) of the EU Securitisation Regulation and the EU Article 7 Technical Standards for the purposes of Article 5(1)(e) of the EU Securitisation Regulation not taking into account any relevant national measures, as if such requirement was applicable to it (the "**EU Investor Report**" and together with the UK Investor Report, the "**Investor Reports**);

(b) procure that the Servicer prepares and delivers, and the Servicer will prepare and deliver, a quarterly report on each Reporting Date in relation to the immediately preceding Collection Period containing certain loan level information in relation to the Portfolio as required by:

  (i) Article 7(1)(a) of Chapter 2 together with Chapter 5 (including its Annexes) and Chapter 6 (including its Annexes) of the PRA Securitisation Rules and SECN 6.2.1R(1) and SECN 11 (including its Annexes) and

SECN 12 (including its Annexes) (the "**UK Loan Level Report**", together with the UK Investor Report, the "**UK SR Reports**"); and

(ii) Article 7(1)(a) of the EU Securitisation Regulation and the EU Article 7 Technical Standards for the purposes of Article 5(1)(e) of the EU Securitisation Regulation not taking into account any relevant national measures, as if such requirement was applicable to it (the "**EU Loan Level Report**", together with the EU Investor Report, "**EU SR Reports**"); and

(c) procure that the Servicer prepares and delivers, and the Servicer will prepare and deliver, without delay any information required to be reported pursuant to:

(i) Article 7(1)(f) or Article 7(1)(g) of Chapter 2 and in accordance with Chapter 5 (including its Annexes) and Chapter 6 (including its Annexes) of the PRA Securitisation Rules and SECN 6.2.1R(6) or SECN6.2.1R(7) (as applicable) and SECN 11 (including its Annexes) and SECN 12 (including its Annexes) (the "**UK Inside Information/Significant Event Report**"); and

(ii) Article 7(1)(f) or Article 7(1)(g) of the EU Securitisation Regulation (for the purposes of Article 5(1)(e) of the EU Securitisation Regulation) not taking into account any relevant national measures, as if such requirements were applicable to it and the Issuer (the "**EU Inside Information/Significant Event Report**"),

(d) publish (or procure the publication of):

(i) by means of SecRep Limited at https://www.secrep.co.uk/ (the "**UK Securitisation Repository**"):

(A) the UK SR Reports (simultaneously with each other) on the Reporting Date or shortly thereafter (and no later than one month after the relevant Interest Payment Date);

(B) (if required) the UK Inside Information/Significant Event Report and the EU Inside Information/Significant Event Report without delay; and

(C) any other relevant information as required under the UK Securitisation Framework; and

(ii) via the website of EuroABS Limited ("**EuroABS**") at https://www.euroabs.com/IH.aspx?d=25958 (the "**EU Securitisation Reporting Website**") in a manner consistent with the requirements set out in Article 7(2) of

the EU Securitisation Regulation (as if it were applicable to the Designated Reporting Entity and the Issuer):

(A) the EU SR Reports (simultaneously with each other) on the Reporting Date or shortly thereafter (and no later than one month after the relevant Interest Payment Date);

(B) (if required) the EU Inside Information/Significant Event Report; and

(C) other relevant information as required under the EU Securitisation Regulation (as if it were applicable to the Designated Reporting Entity and the Issuer),

subject always to any requirement of law, and provided that: (i) the Designated Reporting Entity will not be in breach of such undertaking if the Designated Reporting Entity fails to so comply due to events, actions or circumstances beyond the Designated Reporting Entity's control; and (ii) the Designated Reporting Entity is only required to do so to the extent that the disclosure requirements under Article 7 of Chapter 2 of the PRA Securitisation Rules and SECN 6 remain in effect.

To the extent that, following the Closing Date, there is any change, amendment or update to the EU Disclosure Requirements and/or there is any divergence between the UK Disclosure Requirements and the EU Disclosure Requirements, Atom Bank may at its sole discretion elect not to comply with such new EU Disclosure Requirements. In the event Atom Bank chooses not to comply with any EU Disclosure Requirements in effect following any such amendments, updates, divergences or changes, Atom Bank shall, without delay, prepare and procure the publication of a UK Inside Information/Significant Event Report via the UK Securitisation Repository and an EU Inside Information/Significant Event Report via the EU Securitisation Reporting Website notifying that Atom Bank and the Issuer shall no longer comply with the EU Disclosure Requirements.

The information set out in the UK Securitisation Repository and the EU Securitisation Reporting Website and the contents thereof do not form part of this Prospectus.

Bank of England Reporting

The Seller (as originator) will procure that the Cash Manager prepares and publishes (on behalf of the Seller) a monthly report (a "**Bank of England Investor Report**") detailing, *inter alia*, certain aggregated loan data in relation to the Portfolio in the form required by the Bank of England for the purpose of the Bank of England's sterling monetary framework.

Each Bank of England Investor Report will, no later than the date falling 30 days after the end of the calendar month to which the relevant Bank of England Investor Report relates, be (i) published by the Cash Manager on the Cash Manager's website at https://www.sf.citidirect.com, and (ii) uploaded by the Servicer to the website of EuroABS at https://www.euroabs.com.

The Servicer will prepare a monthly loan level data report (a "**Bank of England Loan Level Data Report**" and together with the Bank of England Investor Report, the "**Bank of England Monthly Reports**") in relation to the Portfolio in the form required by the Bank of England for the purpose of the Bank of England's sterling monetary framework.

Each Bank of England Loan Level Data Report will, no later than the date falling 30 days after the end of the calendar month to which the relevant Bank of England Loan Level Data Report relates, be published by the Servicer on the UK Securitisation Repository.

Communication with Noteholders:

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

(a) While the Notes are represented by Global Notes, notices to Noteholders will be valid 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.

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

(c) 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.

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

Right of Modification without Noteholder Consent etc.:

- Pursuant to and in accordance with the provisions of Note Condition 13.9 (*Additional Right of Modification*), the Note Trustee shall be obliged, without any consent or sanction of the Noteholders or any other Secured Creditor to agree with the Issuer, and/or direct the Security Trustee to agree with the Issuer, in making any modification (other than in respect of a Basic Terms Modification) to the Note 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 UK Retention Requirements after the Closing Date, including as a result of the adoption of additional regulatory technical standards in relation to the UK Securitisation Framework or any other risk retention legislation or regulations or official guidance in relation thereto, provided that the Issuer certifies to the Note Trustee and the Security Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;

- enabling the Designated Reporting Entity, the Notes to comply with the requirements of the UK Securitisation Framework and the EU Securitisation Regulation (with respect to the EU Securitisation Regulation, as if it were applicable to it and the Issuer) including relating to (i) (in the case of the UK Securitisation Framework) the treatment (if any) of the Notes as a simple, transparent and standardised securitisation for the purposes of the 2024 UK SR SI, and (ii) any related regulatory technical standards authorised under the UK Securitisation Framework and the EU Securitisation Regulation (with respect to the EU Securitisation Regulation, as if it were applicable to it and the Issuer), including but not limited to: (A) the appointment of a third party to assist with the Designated Reporting Entity's reporting obligations pursuant to the UK Transparency Rules or the EU Securitisation Regulation; and (B) a modification required in relation to a change in the UK Securitisation Repository and/or the EU Securitisation Reporting Website), *provided that* the Issuer certifies to the Note Trustee and the Security Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;

- complying with any changes in the requirements of (i) the U.S. Risk Retention Rules, after the Closing Date, or (ii) any other risk retention legislation or regulations or official guidance in relation thereto, provided that the Issuer certifies to the Note Trustee and the Security Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;

- enabling the Notes to be (or to remain) listed on the Official List of the LSE, provided that the Issuer certifies to the Note Trustee and the Security Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;

- enabling the Issuer or any of the other Transaction Parties to comply with FATCA (or any voluntary agreement entered into with a taxing authority in relation thereto), provided that the Issuer or the relevant Transaction Party, as applicable, certifies to the Security Trustee and the Note Trustee in writing that such

modification is required solely for such purpose and has been drafted solely to such effect;

- complying (or continuing to comply) with the applicable requirements of the UK CRR Regulation, the EU CRR Regulation, UK Solvency II or EU Solvency II after the Closing Date, including as a result of the adoption of regulatory technical standards in relation to the UK CRR Regulation, the EU CRR Regulation, UK Solvency II or EU Solvency II or regulations or official guidance in relation thereto, **provided that** the Issuer (or the Servicer on its behalf) certifies to the Note Trustee and the Security Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;

- complying (or continuing to comply) with any changes in either or both of the requirements of the EU CRA Regulation or the UK CRA Regulation after the Closing Date, including as a result of the adoption of regulatory technical standards in relation to the EU CRA Regulation or the UK CRA Regulation or regulations or official guidance in relation thereto, **provided that** the Issuer (or the Servicer on its behalf) certifies to the Note Trustee and the Security Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;

- making any changes necessary to allow the Issuer to open additional accounts held and maintained at a bank that has the Account Bank Required Minimum Rating and is a "bank" as defined in section 991 of the Income Tax Act 2007, and to enter into additional account bank (or other similar agreements) agreements and agreements ancillary thereto, such additional bank account agreements shall be designated as Transaction Documents;

- changing the reference rate in respect of the Notes from Compounded Daily SONIA to an alternative reference rate (including where such reference rate may remain linked to SONIA but may be calculated in a different manner) (any such reference rate, an "**Alternative Reference Rate**") and make such other amendments to any of the Transaction Documents as are necessary or advisable in the reasonable judgement of the Issuer to facilitate such change or which are required as a consequence of adopting an Alternative Reference Rate (a "**Reference Rate Modification**"); or

- changing the reference rate that then applies in respect of the Swap Agreement to an alternative reference rate as is necessary or advisable in the commercially reasonable judgement of the Issuer (or the Servicer on its behalf) and the Swap Provider solely as a consequence of a Reference Rate Modification and solely for the purpose of aligning the reference rate of the Swap Agreement to the reference rate of the Notes following such Reference Rate Modification (a "**Swap Rate Modification**").

Swap Provider Entrenched Rights:	In respect of any modification, amendment or supplement to any of the Transaction Documents or the Note Conditions which, the Swap Provider (acting reasonably and in good faith) determines, would breach any Swap Provider Entrenched Rights, the prior written consent of the Swap Provider (such consent not to be unreasonably withheld or delayed) is also needed prior to such amendments being made.

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 Redemption Receipts on each Interest Payment Date in accordance with the Pre-Enforcement Revenue Priority of Payments and the Pre-Enforcement Redemption Priority of Payments respectively, as set out below.

"**Available Revenue Receipts**" means, for each Interest Payment Date, an amount credited to any of the Issuer Accounts 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 Redemption Receipts on that Interest Payment Date, received by the Issuer (including amounts representing amounts received in respect of any repurchases of Loans and their Related Security by the Seller pursuant to the Mortgage Sale Agreement attributable to Accrued Interest and Arrears of Interest at the relevant repurchase date) during the immediately preceding Collection Period;

(b) the General Reserve Fund Drawings, but only to the extent necessary (after the application of any Available Revenue Receipts other than items (b), (c), (j) and (k) of the definition therein, as applicable)) to pay the Senior Expenses Deficit;

(c) on each Interest Payment Date (prior to the Class A Note Redemption Date), all General Reserve Fund Excess Amounts;

(d) on the Class A Note Redemption Date, all amounts standing to the credit of the General Reserve Fund Ledger;

(e) 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);

(f) amounts received or to be received by the Issuer on or before such Interest Payment Date under or in connection with the Swap Agreement, including any early termination amount received in connection with the Swap Agreement and which is not required to fund a Replacement Swap Premium payable by the Issuer, and any Swap Collateral Account Surplus which is to be applied as Available Revenue Receipts in accordance

with the Swap Collateral Account Priority of Payments (other than any amounts which are not to be applied as Available Revenue Receipts in accordance with the Swap Collateral Account Priority of Payments, including for the avoidance of doubt, (i) Swap Collateral, (ii) any Replacement Swap Premium paid to the Issuer, and (iii) amounts in respect of Swap Tax Credits on such Interest Payment Date);

(g) on each Interest Payment Date following a Determination Period, any Reconciliation Amounts deemed to be Available Revenue Receipts in accordance with Note Condition 6.10(c) (*Determinations and Reconciliation*);

(h) in respect of any Interest Payment Date falling in a Determination Period, amounts credited to the Citi Transaction Account (including, for the avoidance of doubt, any amounts transferred from the Santander Transaction Account by or at the request of the Servicer (acting on the instruction of the Issuer) with such request given directly to the Santander Account Bank), on the previous Interest Payment Date in accordance with item (m) of the Pre-Enforcement Revenue Priority of Payments;

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

(j) the Principal Addition Amounts to be applied as Available Revenue Receipts (after the application of any Available Revenue Receipts, other than item (k) below);

(k) any amounts to be applied as Available Revenue Receipts pursuant to item (d) of the Pre-Enforcement Redemption Priority of Payments;

(l) in respect of an Option Date, amounts to be applied as Available Revenue Receipts to effect a redemption in full of the Notes pursuant to the relevant Condition;

less:

(m) amounts applied from time to time during the immediately preceding Collection Period in making payment of certain monies which properly belong to third parties (including the Seller) such as (but not limited to):

(i) payments of certain insurance premiums in respect of the Insurance Policy (to the extent referable to the Loans);

(ii) amounts under a Direct Debit which are repaid to the bank making the payment if such bank is unable to recoup or recall such amount itself from its customer's

account or is required to refund an amount previously debited; and

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

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

(n) any amount payable by the Issuer and/or the Seller (as legal title holder) (A) to a Borrower under the terms of the Mortgage Conditions or by operation of law including (without limitation) amounts overpaid by a Borrower or proceeds of enforcement which exceed the amounts outstanding in respect of the Loan (but subject to any right to refuse or withhold payment of such amount or any right of set off that has arisen by reason of such Borrower's breach of the terms of the relevant Loan Files) or (B) to any other person in respect of a payment relating to a Loan which has not been accepted by the Seller (as legal title holder) or the Servicer (a "**Borrower Repayment Amount**") of a revenue nature, to be paid into the Collection Account;

(o) any tax payments and any amount due in respect of VAT at the rate applicable from time to time 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; and

(p) (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 during the immediately preceding Collection Period,

(items within (o) and (p) being collectively referred to herein as "**Third Party Expenses**").

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

"**Available Redemption Receipts**" means for any Interest Payment Date an amount credited to any of the Issuer Accounts equal to the aggregate of (without double counting):

(a) all Redemption Receipts or, if in a Determination Period, any Calculated Redemption Receipts, in each case excluding an amount equal to any Reconciliation Amounts to be applied as Available Revenue Receipts on that Interest Payment Date (including amounts representing amounts received in respect of any repurchases of Loans and their Related Security that

were repurchased by the Seller pursuant to the Mortgage Sale Agreement (but for the avoidance of doubt, excluding amounts attributable to Accrued Interest and Arrears of Interest thereon as at the relevant repurchase 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 the Principal Deficiency Ledger is to be reduced on that Interest Payment Date;

(c) any amounts deemed to be Available Redemption Receipts in accordance with item (j) of the Pre-Enforcement Revenue Priority of Payments;

(d) in respect of an Option Date, amounts received to be applied as Available Redemption Receipts to effect a redemption in full of the Notes pursuant to the relevant Condition; and

(e) on each Interest Payment Date following a Determination Period, any Reconciliation Amounts deemed to be Available Redemption Receipts in accordance with Note Condition 6.10(c) (*Determinations and Reconciliation*);

(f) (in respect of the First Interest Payment Date only) the amount paid into the Citi Transaction Account on the Closing Date from the excess of the proceeds of the Notes over the Current Balance of the Portfolio as at the Cut-Off Date;

less

(g) any Borrower Repayment Amount of a principal nature, to be paid into the Collection Account.

"**Step-Up Date**" means the Interest Payment Date falling in September 2029.

"**Final Redemption Date**" means the earlier of:

(a) the Interest Payment Date on which the Class B Notes are redeemed in full including, as a result of a redemption of the Notes in full pursuant to:

(i) Note Condition 8.2 (*Mandatory Redemption prior to the service of an Enforcement Notice and prior to the exercise of an Option or occurrence of a Redemption Event*);

(ii) Note Condition 8.3 (*Redemption of the Notes in Full*); or

(iii) Note Condition 8.4 (*Redemption of the Notes for Taxation or Other Reasons*); and

(b) the Final Maturity Date.

Summary of Priorities of Payments:

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

Pre-Enforcement Revenue Priority of Payments:

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

(b) Amounts due to the Agent Bank, the Registrar, the Paying Agents, the Cash Manager, the Servicer, the Corporate Services Provider, the Custodian, the Citi Account Bank, the Santander Account Bank and the Standby Servicer Facilitator, in each case including all fees and costs;

(c) Any Transfer Costs which the Servicer has failed to pay pursuant to the Servicing Agreement and (to the extent not yet covered by way of Third Party Amounts, Borrower Repayment Charges or Third Party Expenses) any amounts due and payable by the Issuer to third parties (not being Secured Creditors) and incurred without breach by the Issuer of the Transaction Documents to which it is a party (and for which payment has not been provided for elsewhere), provided

Pre-Enforcement Redemption Priority of Payments:

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

(b) *Pro rata* and *pari passu* to the principal amounts due and payable on the Class A Notes until the Class A Notes have been redeemed fully;

(c) *Pro rata* and *pari passu* to the principal amounts due and payable on the Class B Notes until the Class B Notes have been redeemed fully;

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

Post-Enforcement Priority of Payments:

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

(b) Amounts due in respect of the fees and costs of the Agent Bank, the Registrar, the Paying Agents, the Cash Manager, the Servicer, the Corporate Services Provider, the Custodian, the Citi Account Bank, the Santander Account Bank and the Standby Servicer Facilitator, in each case including all fees and costs;

(c) Any Transfer Costs which the Servicer has failed to pay pursuant to the Servicing Agreement;

(d) Amounts due to the Swap Provider (including any termination payments to the extent not satisfied by any applicable Replacement Swap Premium and/or any amounts available to

that the relevant third parties have provided the Issuer with a valid invoice for such amounts;

(d) Issuer Profit Amount;

(e) Amounts due to the Swap Provider (including any termination payments to the extent not satisfied by any applicable Replacement Swap Premium and/or any amounts available to be applied in accordance with the Swap Collateral Account Priority of Payments) but excluding, if applicable, any related Swap Subordinated Amounts payable under item (l) below;

(f) *pro rata* and *pari passu* to all interest due and payable on the Class A Notes;

(g) to credit the Class A Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Available Redemption Receipts);

(h) Amounts to be credited to the General Reserve Fund Ledger up to the General Reserve Fund Target Level;

(i) to credit the Class B Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit

be applied in accordance with the Swap Collateral Account Priority of Payments) but excluding, if applicable, any related Swap Subordinated Amounts payable under item (h) below;

(e) *Pro rata* and *pari passu* to all amounts due and payable on the Class A Notes;

(f) *Pro rata* and *pari passu* to all amounts due and payable on the Class B Notes (including any Deferred Interest and Additional Interest due and payable thereon);

(g) any Swap Subordinated Amounts (to the extent not satisfied by any amounts available to be applied in accordance with the Swap Collateral Account Priority of Payments) due to the Swap Provider;

(h) all amount due and payable on the Subordinated Loan under the Subordinated Loan Agreement;

(i) any amounts due and (to the extent not yet covered by way of Third Party Amounts, Borrower Repayment Charges or Third Party Expenses) any amounts due and

thereon (such amounts to be applied in repayment of principal as Available Redemption Receipts);

(j) on the Interest Payment Date immediately after the Step-up Date and on each Interest Payment Date thereafter, and provided that the Class A Notes have not, on or before such Interest Payment Date, been redeemed in full, all remaining excess amounts to be applied as Available Redemption Receipts in accordance with the Pre-Enforcement Redemption Priority of Payments on such Interest Payment Date;

(k) *pro rata* and *pari passu* to all interest (including any Deferred Interest and Additional Interest due and payable on the Class B Notes;

(l) to pay in accordance with the terms of the Swap Agreement to the Swap Provider any Swap Subordinated Amounts (to the extent not satisfied by any amounts available to be applied in accordance with the Swap Collateral Account Priority of Payments) due to the Swap Provider;

(m) on any Interest Payment Date falling within a Determination Period, all remaining amounts to be credited to the Citi Transaction Account, or payable by the Issuer to third parties (not being Secured Creditors) and incurred without breach by the Issuer of the Transaction Documents to which it is a party (and for which payment has not been provided for elsewhere), provided that the relevant third parties have provided the Issuer with a valid invoice for such amounts;

(j) Issuer Profit Amount; and

(k) Deferred Consideration due and payable under the Mortgage Sale Agreement to the Seller.

if advised by the Servicer (acting on the instruction of the Issuer) to the Santander Transaction Account, to be applied on the next Interest Payment Date as Available Revenue Receipts;

(n) to pay interest amount due and payable on the Subordinated Loan under the Subordinated Loan Agreement;

(o) to pay principal amount due and payable on the Subordinated Loan under the Subordinated Loan Agreement; and

(p) to Deferred Consideration due and payable under the Mortgage Sale Agreement to the Seller.

General Credit Structure

The credit structure of the transaction includes the following elements:

Principal Deficiency Ledger:

- A Principal Deficiency Ledger will be established to record as a debit any Losses on the Portfolio and Principal Addition Amounts, and record as a credit Available Revenue Receipts applied as Available Redemption Receipts pursuant to the Pre-Enforcement Revenue Priority of Payments (if any) (but excluding any amounts deemed to be Available Redemption Receipts in accordance with item (j) of the Pre-Enforcement Revenue Priority of Payments).

- The Principal Deficiency Ledger will comprise the following sub-ledgers: the Class A Principal Deficiency Sub-Ledger (relating to the Class A Notes) and the Class B Principal Deficiency Sub-Ledger (relating to the Class B Notes).

- 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*, up to the PDL Maximum Amount in respect of the Class B Notes, as debits on the Class B Principal Deficiency Sub-Ledger; and

– *second*, up to the PDL Maximum Amount in respect of the Class A Notes, as debits on the Class A Principal Deficiency Sub-Ledger.

- On each Interest Payment Date, the Issuer shall apply any Available Revenue Receipts available for such purpose in accordance with the Pre-Enforcement Revenue Priority of Payments to extinguish or reduce any debit balance on the Principal Deficiency Ledger. Amounts allocated to the Principal Deficiency Ledger shall be applied in accordance with the Pre-Enforcement Revenue Priority of Payments as follows:

  – *first*, towards satisfaction of the amounts necessary to reduce to zero the debit balance on the Class A Principal Deficiency Sub-Ledger; and

  – *second*, in or towards satisfaction of the amounts necessary to reduce to zero the debit balance on the Class B Principal Deficiency Sub-Ledger.

- Investors should note that realised Losses in any period will be calculated after applying any recoveries following enforcement of a Loan firstly to outstanding fees and interest amounts due and payable on the relevant Loan.

See the section "Credit Structure – Principal Deficiency Ledger" below.

General Reserve Fund:

- A General Reserve Fund Ledger, funded initially from the Subordinated Loan up to the General Reserve Fund Target Level on the Closing Date.

- On each Interest Payment Date until (and including) the earliest of the Class A Note Redemption Date or the service of an Enforcement Notice, to the extent there would be a Senior Expenses Deficit on such Interest Payment Date, the Cash Manager will apply (on behalf of the Issuer) an amount equal to the General Reserve Fund Drawings following the application of Available Revenue Receipts (as applicable) pursuant to the Pre-Enforcement Revenue Priority of Payments on such Interest Payment Date to cure such Senior Expenses Deficit. After the Closing Date, the General Reserve Fund will be replenished up to the General Reserve Fund Target Level (to the extent that funds are available for

such purpose) pursuant to item (h) of the Pre-Enforcement Revenue Priority of Payments.

- On the Interest Payment Date on which the Class A Notes are redeemed in full all amounts recorded to the credit of the General Reserve Fund Ledger will be applied as Available Revenue Receipts in accordance with the Pre-Enforcement Revenue Priority of Payments.

- Following the service of an Enforcement Notice, on an Option Date or the Redemption Date (whichever is earlier), monies standing to the credit of the General Reserve Fund Ledger will be applied in accordance with the Post-Enforcement Priority of Payments.

Principal Addition Amounts

- Pursuant to item (a) of the Pre-Enforcement Redemption Priority of Payments, to the extent that, after application of the Available Revenue Receipts (other than item (k) of the definition therein) in accordance with the Pre-Enforcement Revenue Priority of Payments there is a Revenue Deficit, the Issuer shall apply an amount of Available Redemption Receipts as Principal Addition Amounts to meet such Revenue 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. Any Available Redemption Receipts applied as Principal Addition Amounts will be recorded as a debit to the Principal Deficiency Ledger;

Interest on Issuer Accounts

- The availability of interest provided by the relevant Issuer Account Bank in respect of monies held in the relevant Issuer Account and income from any Authorised Investments (other than any amount of interest and/or income received in respect of the Swap Collateral) (see the section "*Cashflows*" for further details); and

Swap arrangement:

- Availability of the interest rate swap provided by the Swap Provider to hedge against the possible variance between the rates of interest payable on the Fixed Rate Loans in the Portfolio and a rate of interest calculated by reference to Compounded Daily SONIA (see the section "*Credit Structure – Interest Rate Risk for the Notes*" for further details).

Bank Accounts and related Cash Management:

On the Closing Date the Issuer will enter into (a) the Citi Bank Account Agreement with, among others, the Citi Account Bank in respect of the opening and maintenance of (i) the Citi Transaction Account, and (ii) the Swap Collateral Cash Account, (b) the Santander Bank Account Agreement in respect of the opening and maintenance of the Santander Transaction Account and (c) the Securities Custody Agreement with, amongst others, the Custodian in respect of the opening and maintenance of the

Securities Custody Account (the Citi Bank Account Agreement, the Santander Bank Account Agreement and the Securities Custody Agreement together being the "**Bank Account Agreements**" and each a "**Bank Account Agreement**").

On or prior to the Closing Date, the Issuer will (a) pursuant to the Citi Bank Account Agreement entered into with the Citi Account Bank (i) open a deposit account with the Citi Account Bank to which Available Revenue Receipts and Available Redemption Receipts will be credited and which will, among other things, hold amounts recorded to the credit of the General Reserve Fund Ledger (the "**Citi Transaction Account**") and (ii) open a swap collateral cash account, denominated in Sterling (the "**Swap Collateral Cash Account**"), (b) pursuant to the Santander Bank Account Agreement, open a deposit account with the Santander Account Bank which may, among other things, hold amounts recorded to the credit of the General Reserve Fund Ledger (if requested by the Servicer) and hold any Available Revenue Receipts and any Available Redemption Receipts transferred from the Citi Transaction Account (the "**Santander Transaction Account**", together with the Citi Transaction Account, the "**Transaction Accounts**" and each a "**Transaction Account**") and (c) pursuant to the Securities Custody Agreement open a securities custody account (the "**Securities Custody Account**").

The Issuer may from time to time open additional or replacement accounts (such accounts, together with each Transaction Account, each Swap Collateral Cash Account and the Securities Custody Account, the "**Issuer Accounts**") without Noteholder consent, pursuant to the relevant Bank Account Agreement (as defined below) and the other Transaction Documents.

On or before each Interest Payment Date, the balance in relation to the relevant Collection Period, if any, standing to the credit of the Santander Transaction Account will be swept from the Santander Transaction Account into the Citi Transaction Account. On each Interest Payment Date, the balance of the Citi Transaction Account, after such sweep from the Santander Transaction Account will be applied by the Cash Manager (or, if relevant, the Security Trustee or any Receiver appointed by the Security Trustee in connection with the enforcement of the Security) as Available Revenue Receipts/Available Redemption Receipts (as relevant) in accordance with the relevant Priority of Payments.

On or before each Interest Payment Date, the balance in relation to the General Reserve Fund, if any, standing to the credit of the Santander Transaction Account will be swept into the Citi Transaction Account for application by the Cash Manager (or, if relevant, the Security Trustee or any Receiver appointed by the Security Trustee in connection with the enforcement of the Security) as Available Revenue Receipts (as relevant) in accordance with the relevant Priority of Payments.

	On any Business Day, the Servicer (on behalf of the Issuer) may instruct the Cash Manager to transfer money standing to the credit of the Citi Transaction Account to the Santander Transaction Account, and the Servicer (on behalf of the Issuer) may transfer money standing to the credit of the Santander Transaction Account to the Citi Transaction Account.
Swap Agreement:	Payments received by the Issuer under the Loans will be subject to fixed rates of interest for an initial period of time. The interest amounts payable by the Issuer in respect of the Class A Notes and Class B Notes will be calculated by reference to Compounded Daily SONIA. To hedge against the potential variance between the fixed rates of interest received on the Loans in the Portfolio and the rate of interest payable on the relevant Classes of the Notes, the Issuer will enter into the Swap Transaction with the Swap Provider under the Swap Agreement.

TRIGGERS TABLES

Transaction Party	Required Ratings/Triggers	Possible effects of Trigger being breached include the following:
Relevant Issuer Account Bank:	(a) ***DBRS***: the higher of (A) if a long-term critical obligations rating ("**COR**") is currently maintained in respect of the Issuer Account Bank, a rating one notch below the Issuer Account Bank's COR, being a rating of "A" from DBRS, and (B) a long-term senior unsecured debt rating or deposit rating of "A" from DBRS or (C) if none of (A) or (B) above are currently maintained in respect of the Issuer Account Bank, a DBRS Equivalent Rating at least equal to "A"; (b) ***Fitch***: a short-term default rating of at least F1 by Fitch or a long-term default rating (or deposit rating, if assigned) of at least A by Fitch; or such other lower rating which is consistent with the then current rating methodology of the Rating Agencies in respect of the then current ratings of the Class A Notes (the "**Account Bank Required Minimum Rating** ").	If the relevant Issuer Account Bank fails to maintain any Account Bank Required Minimum Rating, then the Issuer (with the assistance of the relevant Issuer Account Bank) shall, within 60 calendar days of such downgrade: (a) close the relevant Issuer Accounts with the relevant Issuer Account Bank and use all reasonable endeavours to open replacement accounts with a financial institution (i) having the Account Bank Required Minimum Rating and (ii) which is a bank as defined in section 991 of the Income Tax Act 2007; or (b) use all reasonable endeavours to obtain a guarantee of the obligations of the relevant Issuer Account Bank under the relevant Bank Account Agreement from a financial institution which has the Account Bank Required Minimum Rating, in each case as prescribed in the relevant Bank Account Agreement, and transfer amounts standing to the credit of relevant Issuer Account(s) and all Ledgers on the relevant Issuer Account(s) to the replacement Issuer Account(s). If at any time the Citi Account Bank fails to maintain the required Account Bank Required Minimum Rating (or its appointment is terminated in accordance with the terms of the Citi Bank Account Agreement), the balance standing to the credit of the Citi Transaction Account and the Swap Collateral Cash Account shall, unless the Servicer (on behalf of the

			Issuer) instructs the Cash Manager otherwise, be transferred to the Santander Transaction Account and/or another account held at the Santander Account Bank (provided that at such time the Santander Account Bank maintains the required Account Bank Required Minimum Rating). If at any time the Santander Account Bank fails to maintain the required Account Bank Required Minimum Rating (or its appointment is terminated in accordance with the terms of the Santander Bank Account Agreement), the balance standing to the credit of the Santander Transaction Account shall, unless the Servicer (on behalf of the Issuer) determines otherwise, be transferred to the Citi Transaction Account and/or another account held at the Citi Account Bank (provided that at such time the Citi Account Bank maintains the required Account Bank Required Minimum Rating). If at any time the Citi Account Bank and the Santander Account Bank fail to maintain the required Account Bank Required Minimum Rating (or if their respective appointments are terminated in accordance with the terms of the Citi Bank Account Agreement or the Santander Bank Account Agreement, as relevant), the balance standing to the credit of the Citi Transaction Account, the Santander Transaction Account shall following instructions of the Servicer (acting on behalf of the Issuer) be transferred to an account/accounts held at a bank or banks which has/have the required Account Bank Required Minimum Rating.
Collection Account Bank (except at any time when Atom Bank is acting as Collection Account Bank, in which case the Required	(a)	***DBRS***: a long term critical obligations rating of at least "BBB (low)" by DBRS or (either by way of a public rating or, in its absence, by way of a private rating supplied by DBRS), provided that if the Collection Account Bank is not rated by DBRS, a	If the Collection Account Bank fails to maintain any Collection Account Bank Rating, then the Servicer shall assist the legal title holder to: (a) open a replacement collection account in the name of the legal title holder with a financial institution (i) having

Ratings/Triggers will not apply)	DBRS Equivalent Rating at least equal to "BBB (low)" by DBRS; (b) ***Fitch***: A short-term issuer default rating of F2 by Fitch and a long-term issuer default rating of BBB+ by Fitch; (the "**Collection Account Bank Rating**").	a rating of at least the Collection Account Bank Rating, (ii) approved in writing by the Issuer and the Security Trustee and (iii) which is a bank as defined in Section 991 of the Income Tax Act 2007; or (b) obtain an unconditional and unlimited guarantee of the obligations of the Collection Account Bank from a financial institution having the Collection Account Bank Rating, in each case as prescribed and within the time limits as set out in the Servicing Agreement (such time period to be not less than 35 calendar days) and transfer all Direct Debit mandates to such replacement collection account and procure that all Monthly Instalments made by a Borrower under a payment arrangement other than the Direct Debiting Scheme are made to such replacement collection account from the date on which the replacement collection account is opened.
Swap Provider:	For so long as the Class A Notes are rated by DBRS, there is a failure by each DBRS Relevant Entity to maintain a Long-Term DBRS Rating at least as high as "A" and provided that the highest rated Notes rated by DBRS have a rating of at least AA(low) (the "**Initial DBRS Rating Event**").	The Swap Provider shall, at its own cost and expense, within 30 Business Days of the occurrence of such Initial DBRS Rating Event, either: (a) post collateral; (b) transfer all of its rights and obligations under the Swap Agreement to an appropriately rated replacement third party (or a replacement third party with an appropriately rated guarantor); (c) procure a DBRS Eligible Guarantee from an appropriately rated third party; or (d) take such other actions (which may, for the avoidance of doubt, include taking no action) as a result of which the highest rated class of Class A Notes will be rated by DBRS at the same level as immediately prior to such Initial DBRS Rating Event.

For so long as the Class A Notes are rated by DBRS, there is a failure by each DBRS Relevant Entity to maintain a Long-Term DBRS Rating at least as high as "BBB" (the "**Subsequent DBRS Rating Event**").

"**Long-Term DBRS Rating**" means, at any time, with respect to an entity:

(a) its Critical Obligations Rating; or

(b) if no Critical Obligations Rating has been assigned by DBRS, the higher of (I) the issuer rating assigned by DBRS to such entity or (II) the rating assigned by DBRS to such entity's long term senior unsecured debt obligations; or

(c) if no such rating has been assigned by DBRS, the corresponding DBRS Equivalent Rating.

The Swap Provider shall, at its own cost and expense, within 30 Business Days of the occurrence of such Subsequent DBRS Rating Event: (a) post collateral; and (b) use commercially reasonable efforts to either (i) transfer all of its rights and obligations under the Swap Agreement to an appropriately rated replacement third party (or a replacement third party with an appropriately rated guarantor); (ii) procure a DBRS Eligible Guarantee from an appropriately rated third party; or (iii) take such other actions (which may, for the avoidance of doubt, include taking no action) as a result of which the highest rated class of the Class A Notes will be rated by DBRS at the same level as immediately prior to such Subsequent DBRS Rating Event.

The Issuer may terminate the Swap Transaction under the Swap Agreement if the Swap Provider fails to provide collateral in respect of the Swap Agreement in the relevant time period. The Issuer may also terminate the Swap Agreement if the Swap Provider fails to take the relevant actions in paragraph (b)(i) to (iii) above in the relevant time period.

For so long as the Class A Notes are rated by DBRS, there is a failure by each DBRS Relevant Entity to maintain a Long-Term DBRS Rating at least as high as "BBB" (the "**Subsequent DBRS Rating Event**").

"**Critical Obligations Rating**" means the rating assigned to a 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.

"**DBRS Relevant Entity**" means the Swap Provider or (or, if any, the Swap

Provider's co-obligor or unlimited and unconditional guarantor, in each case, pursuant to a DBRS Eligible Guarantee).

"**DBRS Eligible Guarantee**" means a guarantee that satisfies the requirements (if any) specified in the publication entitled "Legal and Derivative Criteria for European Structured Finance Transactions" published by DBRS on 19 November 2024, (and any subsequent publication amending, integrating or replacing the same from time to time).

"**DBRS Equivalent Rating**" means with respect to the long-term senior debt ratings, (i) if a Fitch public rating, a Moody's public rating and an S&P public rating are all available, (a) the remaining rating (upon conversion on the basis of the DBRS Equivalent Chart) once the highest and the lowest rating have been excluded or (b) in the case of two or more same ratings, any of such ratings (upon conversion on the basis of the DBRS Equivalent Chart); (ii) if the DBRS Equivalent Rating cannot be determined under paragraph (i) above, but public ratings by any two of Fitch, Moody's and S&P are available, the lower rating available (upon conversion on the basis of the DBRS Equivalent Chart); and (iii) if the DBRS Equivalent Rating cannot be determined under paragraph (i) or paragraph (ii) above, and therefore only a public rating by one of Fitch, Moody's and S&P is available, such rating will be the DBRS Equivalent Rating (upon conversion on the basis of the DBRS Equivalent Chart).

Fitch rating requirements

For so long as the Class A Notes are rated by Fitch, if the Swap Provider or any credit support provider of the Swap Provider ceases to have the On the occurrence of a Fitch Level 1 Rating Event, the Swap Provider, or the affected credit support provider, as applicable, will (a) within 14 calendar days of the occurrence of such Fitch Level 1 Rating Event and at its own

Fitch Collateral Trigger Rating (the "**Fitch Level 1 Rating Event**"). "**Fitch Collateral Trigger Rating**" means the Fitch Minimum Counterparty Rating (as set out in the table below) corresponding to the Most Senior Class, as specified in the table below under the column "Without collateral".	cost, provide collateral, and may (b) within 60 calendar days of the occurrence of such Fitch Level 1 Rating Event and at its cost either: (i) transfer its rights and obligations under the Swap Agreement to an appropriately rated replacement third party (or a replacement third party with an eligible and appropriately rated guarantor), (ii) procure a co-obligation or guarantee from an appropriately rated third party or (iii) take such other actions (which may, for the avoidance of doubt, include taking no action) as a result of which the highest rated Class of the Class A Notes will be rated by Fitch at the same level as immediately prior to the occurrence of such Fitch Level 1 Rating Event. A failure by the Swap Provider to take such steps will, in certain circumstances, allow the Issuer to terminate the Swap Agreement.
For so long as the Class A Notes are rated by Fitch, if the Swap Provider or any credit support provider of the Swap Provider ceases to have the Fitch Transfer Trigger Rating (as defined in the Swap Agreement) (the "**Fitch Level 2 Rating Event**")". "**Fitch Transfer Trigger Rating**" means the Fitch Minimum Counterparty Rating (as set out in the table below) corresponding to the Most Senior Class, as specified in the table below under the column "With collateral – flip clause" or "With collateral – no flip clause" (as applicable).	On the occurrence of a Fitch Level 2 Rating Event, the Swap Provider, or the affected credit support provider, as applicable, will (a) within 14 calendar days of the occurrence of such Fitch Level 2 Rating Event and at its own cost provide collateral; and (b) within 60 calendar days of the occurrence of such Fitch Level 2 Rating Event and at its own cost either: (i) transfer all of its rights and obligations under the Swap Agreement to an appropriately rated replacement third party (or a replacement third party with an eligible and appropriately rated guarantor), (ii) procure a co-obligation or guarantee from an appropriately rated third party or (iii) take such other actions (which may, for the avoidance of doubt, include taking no action) as a result of which the highest rated Class of the Class A Notes will be rated by Fitch at the same level as immediately prior to the occurrence of such Fitch Level 2 Rating Event.

A failure by the Swap Provider to take such steps will, in certain circumstances, allow the Issuer to terminate the Swap Agreement.

Securities Custody Account

Pursuant to the terms of a global custodial services agreement entered into on or about the Closing Date between the Issuer, the Custodian and the Security Trustee (the "**Securities Custody Agreement**"), the Issuer will maintain with the Custodian the Securities Custody Account which will be operated in accordance with the Securities Custody Agreement, the Cash Management Agreement and the Deed of Charge. If the Swap Provider is required to post collateral in the form of securities under the terms of the Swap Agreement, then the Securities Custody Account will be used to hold collateral posted in the form of securities (if any).

Fitch Minimum Counterparty Rating

Current Fitch rating of the Most Senior Class	Without collateral	With collateral – flip clause	With collateral – no flip clause*
AAAsf	A or F1	BBB- or F3	BBB+ or F2
AA+sf, AAsf, AA-sf	A- or F1	BBB- or F3	BBB+ or F2
A+sf, Asf, A-sf	BBB or F2	BB+	BBB or F2
BBB+sf, BBBsf, BBB-sf	BBB- or F3	BB-	BBB- or F3
BB+sf, BBsf, BB-sf	Current Fitch rating of highest rated Class of Notes	B+	BB-
B+sf or below or Fitch relevant notes are not rated by Fitch	Current Fitch rating of highest rated Class of Notes	B-	B-

* If the Swap Provider is not incorporated in the same jurisdiction as the Issuer and, following a request from Fitch, has not provided Fitch with a legal opinion, in a form acceptable to Fitch, confirming the enforceability of the subordination provisions against it in its jurisdiction, the "With collateral – no flip clause" shall be applicable.

* The relevant ratings mentioned in this table for counterparties are Derivative Counterparty Ratings and if one is not available an Issuer Default Rating will be used.

DBRS Equivalent Chart			
DBRS	**Moody's**	**S&P**	**Fitch**
AAA	Aaa	AAA	AAA
AA (high)	Aa1	AA+	AA+
AA	Aa2	AA	AA
AA (low)	Aa3	AA-	AA-
A (high)	A1	A+	A+
A	A2	A	A
A (low)	A3	A-	A-
BBB (high)	Baa1	BBB+	BBB+
BBB	Baa2	BBB	BBB
BBB (low)	Baa3	BBB-	BBB-
BB (high)	Ba1	BB+	BB+
BB	Ba2	BB	BB
BB (low)	Ba3	BB-	BB-
B (high)	B1	B+	B+
B	B2	B	B

B (low)	B3	B-	B-
CCC (high)	Caa1	CCC+	CCC
CCC	Caa2	CCC	
CCC (low)	Caa3	CCC-	
CC	Ca	CC or C	
D	C	D	D

Non-Rating Triggers Table

Perfection Events:

Prior to the completion of the transfer of legal title of the Loans to the Issuer, the Issuer will be subject to certain risks as set out in the risk factor entitled "*Seller to retain legal title to the Loans and risks relating to set-off*" and "*Set-off may adversely affect the value of the Portfolio or any part thereof*" in the section entitled "*Risk Factors*". Completion of transfer of the legal title of the Loans by the Seller to the Issuer will be completed on or before the 20th Business Day after the earliest to occur of the following:

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

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

(c) the Seller is in breach of its material obligations under the Mortgage Sale Agreement, but only if such breach, where capable of remedy, is not remedied within 90 calendar days provided further that (A) this provision shall not apply if none of the then outstanding Notes are UK STS compliant; and (B) this provision shall be subject to such amendment as the Seller may require so long as the Seller delivers a certificate to the Note Trustee that the amendment of such provision does not impact the designation as a 'simple, transparent and standardised' securitisation (within the meaning of the UK Securitisation Framework) in respect of any Class of Notes then outstanding which are intended to satisfy the UK STS requirements; or

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

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

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

(g) the Seller determines, as at any date, that its CET1 Ratio has fallen below 7 per cent., where "**CET1 Ratio**" means 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, "**Common Equity Tier 1**" means, as at any date, 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 and "**Risk Weighted Assets**" means, as at any date, 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; or

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

Servicer Termination Events: The appointment of the Servicer may be terminated (prior to the service of an Enforcement Notice) by the Issuer with the written consent of the Security Trustee (with the Security Trustee acting on the instructions of the Note Trustee), or (following the service of an Enforcement Notice) by the Security Trustee (acting on the instructions of the Note Trustee) if any of the following events (each a "**Servicer Termination Event**") occurs and is continuing, and provided further that the Servicer's appointment shall not be terminated until the appointment of a substitute servicer assuming, and performing all the material duties and obligations of the Servicer:

(a) the Servicer defaults in the payment on the due date of any payment due and payable by it under the Servicing Agreement and the Servicer fails to remedy it for a period of 30 Business Days after: (i) where the failure to pay has arisen other than as a result of a Disruption Event, the Servicer becoming aware of such default and receipt by the Servicer (with a copy to the Standby Servicer Facilitator) of written notice from the Issuer or (after the service of an Enforcement Notice) the Security Trustee requiring the same to be remedied or (ii) where the failure to pay has arisen as a result of a Disruption Event, the cessation of the relevant Disruption Event or, if earlier, 60 Business Days following the Servicer becoming aware of such default and receipt by the Servicer (with a copy to the Standby Servicer Facilitator) of written notice from the Issuer or (after the service of an Enforcement Notice) the Security Trustee requiring the same to be remedied; or

(b) material non-performance of its other covenants and obligations which in the opinion of the Note Trustee is materially prejudicial to the interests of the holders of the Most Senior Class and (except where, in the opinion of the Note Trustee, such default is incapable of remedy, when no

such continuation and/or notice as is hereinafter mentioned be required) such default continues unremedied for a period of 30 days after the Servicer becomes aware of such event provided however that where the relevant default occurs as a result of a default by any person to whom the Servicer has sub-contracted or delegated part of its obligations hereunder, such default shall not constitute a Servicer Termination Event if within such 30-day period the Servicer has taken steps to remedy such default provided such default is actually remedied within 60 days after the Servicer becomes aware; or

(c) an Insolvency Event occurring in respect of the Servicer; or

(d) 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 Security Trustee.

In determining whether to give or withhold consent to the termination of the Servicer by the Issuer, the Note Trustee will have regard to factors it deems relevant (including for this purpose, the availability of a substitute servicer and the effect (including any potential regulatory implications) on the Issuer of not having a servicer in place at any time) and the Note Trustee will instruct the Security Trustee as appropriate.

The Servicer may also resign upon giving not less than three months' written notice to the Issuer, the Security Trustee, the Note Trustee and the Standby Servicer Facilitator provided that, *inter alia*, a replacement servicer is appointed by the Issuer (subject to the prior written consent of the Security Trustee (acting on the instructions of the Note Trustee)).

The resignation of the Servicer is conditional on, *inter alia*:

(a) (if the Class A Notes remain outstanding) the resignation having no adverse effect on the then current ratings of the Class A Notes unless the Security Trustee or the Noteholders (the Noteholders acting by way of Extraordinary Resolution) agree otherwise; and

(b) a substitute servicer assuming, and performing all the material duties and obligations of the Servicer.

"**Disruption Event**" means either or both of:

(a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with the Notes (or otherwise in order for the transactions contemplated by the Transaction Documents to

be carried out) which disruption is not caused by, and is beyond the control of, any of the Servicer; or

(b) the occurrence of any other event which results in a disruption (of a technical or systems related nature including without limitation, in relation to BACS transfers or payments from clearing banks) to the treasury or payments operations of the Servicer preventing the Servicer, or any other Transaction Party from:

(i) performing its payment obligations under the Transaction Documents; or

(ii) communicating with other Parties in accordance with the terms of the Transaction Documents,

and which (in either such case) is not caused by, and is beyond the control of, the Servicer whose operations are disrupted.

See "*Summary of the Key Transaction Documents – Servicing Agreement*" below.

FEES

The following table sets out the ongoing fees to be paid by the Issuer to the transaction parties.

Type of Fee	Amount of Fee	Priority in Cashflow	Frequency
Servicing fees	An amount calculated in relation to each Interest Period on the basis of the number of days elapsed in each calendar month over a 365 day year (or over a 366 day year in a leap year), by applying a rate of 0.08% per annum (inclusive of VAT, if applicable) on the aggregate Current Balance of all Loans (excluding any Enforced Loans) on the Collection Period Start Date at the start of the immediately preceding Collection Period (the "**Servicing Fee**").	Ahead of all outstanding Notes.	Quarterly in arrear on each Interest Payment Date.
Other fees and expenses of the Issuer (including tax and audit costs).	Estimated at £155,000 each year (exclusive of VAT, where so provided in the relevant Transaction Document).	Ahead of all outstanding Notes.	Quarterly in arrear on each Interest Payment Date.
Expenses related to the admission to trading of the Notes.	Estimated at £9,350 (exclusive of VAT).	Ahead of all outstanding Notes.	On or about the Closing Date.

As at the date of this Prospectus, the standard rate of UK value added tax ("**VAT**") is 20%.

CERTAIN REGULATORY DISCLOSURES

Risk Retention Requirements

Atom Bank will retain, as originator, on an ongoing basis, a material net economic interest of not less than 5 per cent. in the securitisation in accordance with the PRA Retention Rules (the "**UK Retention Requirements**").

In addition, although the EU Securitisation Regulation is not applicable to it, Atom Bank will retain (on a contractual basis) as originator, on an ongoing basis, a material net economic interest of not less than 5 per cent. in the securitisation in accordance with Article 6 of the EU Securitisation Regulation (as required for the purposes of Article 5(1)(d) of the EU Securitisation Regulation (not taking into account any relevant national measures)), as if it were applicable to it, but solely as such articles are interpreted and applied on the Closing Date and until such time when Atom Bank is able to certify to the Issuer and the Note Trustee that a competent EU authority has confirmed that the satisfaction of the UK Retention Requirements will also satisfy the EU Retention Requirements due to the application of an equivalence regime or similar analogous concept (the "**EU Retention Requirements**" and together with the UK Retention Requirements, the "**Retention Requirements**").

Prospective investors should note that the obligation of Atom Bank to comply with the EU Retention Requirements is strictly contractual and Atom Bank has elected to comply with such requirements in its discretion and it will be under no obligation to comply with any amendments to applicable EU technical standards, guidance or policy statements introduced in relation thereto after the Closing Date.

As at the Closing Date, such interest will comprise of Atom Bank holding the Class B Notes in accordance with:

(a) Article 6(3)(d) of the PRA Securitisation Rules) (the "**UK Retained Exposures**"); and

(b) Article 6(3)(d) of the EU Securitisation Regulation as such articles are interpreted and applied on the Closing Date (the "**EU Retained Exposures**" and together with the UK Retained Exposure, the "**Retained Exposures**").

Any change to the manner in which the UK Retained Exposure or the EU Retained Exposure is held will be notified to Noteholders in accordance with the Conditions and the requirements of the PRA Retention Rules and the EU Securitisation Regulation (as applicable).

Loans have not been selected to be sold to the Issuer with the aim of rendering losses on the Loans sold to the Issuer, measured over a period of 4 years, higher than the losses over the same period on comparable assets held on Atom Bank's balance sheet.

Atom Bank (as originator) will undertake to (i) each of the Arranger and the Joint Lead Managers in the Subscription Agreement and (ii) the Issuer, the Swap Provider, the Note Trustee and the Security Trustee in the Deed of Charge that, for so long as the principal amount of any Note remains outstanding, it will:

(a) retain on an ongoing basis the Retained Exposures in accordance with the applicable Retention Requirements;

(b) confirm its Retained Exposures to the Cash Manager as required by Article 7(1)(e)(iii) of Chapter 2 the PRA Securitisation Rules, SECN 6.2.1R(5)(c) and Article 7(1)(e)(iii) of the EU Securitisation Regulation (as if it were applicable to it) in order to enable the Cash Manager to disclose such information in the UK Investor Report and the EU Investor Report, as applicable;

(c) not (and shall procure that none of its affiliates) sell, hedge, transfer or otherwise surrender all or part of the rights, benefits or obligations arising from the Retained Exposures except to the extent permitted under the PRA Retention Rules or the EU Securitisation Regulation (in the case of the EU Securitisation Regulation, as such articles are interpreted and applied on the Closing Date) (as applicable); and

(d) not change the manner or form in which it retains the Retained Exposure, except to the extent permitted under the PRA Retention Rules or the EU Securitisation Regulation (in the case of the EU Securitisation Regulation, as such articles are interpreted and applied on the Closing Date) (as applicable); and

(e) promptly notify the Issuer, the Swap Provider, the Note Trustee and the Security Trustee if for any reason it ceases to hold or change the manner in which it holds the Retained Exposures in accordance with paragraphs (a) to (d) above or fails to comply with any of the covenants set out in paragraphs (a) to (d) above in respect of the Retained Exposures,

provided that Atom Bank (as originator) will not be in breach of the undertakings given above if events, actions or circumstances beyond Atom Bank's control result in Atom Bank not being able to comply with such undertakings.

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 relevant due diligence provisions of the UK Securitisation Framework and Article 5 of the EU Securitisation Regulation 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 section entitled "*Risk Factors – Regulatory initiatives may have an adverse impact on the regulatory treatment of the Notes*" and the section entitled "*The Loans*".

Confirmations of the Seller

For the purposes of the relevant due diligence provisions of the UK Securitisation Framework and Article 5 of the EU Securitisation Regulation (not taking into account any relevant national measures, as if such requirement was applicable to it), the Seller has made available the following information (or has procured that such information is made available):

(a) confirmation that the Seller was a credit institution as defined in point (1) of Article 4(1) of Regulation (EU) No 575/2013 as it forms part of domestic law by virtue of EUWA at the time of origination of the Loans in the Portfolio, as to which please see the warranty (b) in the section of this Prospectus headed "*Summary of the Key Transaction Documents – Mortgage Sale Agreement – Representations and Warranties*";

(b) confirmation that the Seller (as originator) will retain on an ongoing basis a material net economic interest of not less than 5 per cent. in the securitisation in accordance with the UK Retention Requirements and the EU Retention Requirements and that the risk retention will be disclosed to investors in accordance with the transparency requirements required by the text of the PRA Retention Rules and Article 7 of the EU Securitisation Regulation (in the case of the EU Securitisation Regulation, as if such requirement was applicable to it), as stated above in "*Certain Regulatory Disclosures – Risk Retention Requirements*"; and

(c) confirmation that the Seller (as originator and Designated Reporting Entity) will (on behalf of itself and the Issuer) make available the information required by Article 7 of Chapter 2, together with Chapter 5 (including its Annexes) and Chapter 6 (including its Annexes) of the PRA

Securitisation Rules (the "**PRA Transparency Rules**") and SECN 6 together with SECN 11 (including its Annexes) and SECN 12 (including its Annexes) (the "**FCA Transparency Rules**" and, together with the PRA Transparency Rules, the "**UK Transparency Rules**") and Article 7 of the EU Securitisation Regulation (in the case of the EU Securitisation Regulation, as if such requirement was applicable to it and the Issuer) in accordance with the frequency and modalities provided for in such article.

The Seller confirms that it has made available, prior to pricing:

- if requested by any potential investor, the information required to be made available under Article 7(1)(a) of Chapter 2 together with Chapter 5 (including its Annexes) and Chapter 6 (including its Annexes) of the PRA Securitisation Rules and SECN 6.2.1R(1) and SECN 11 (including its Annexes) and SECN 12 (including its Annexes) and Article 7(1)(a) of the EU Securitisation Regulation (in the case of the EU Securitisation Regulation, as if such requirement was applicable to it and the Issuer);

- this Prospectus and the Transaction Documents (in draft form) as required to be made available under Article 7(1)(b) of Chapter 2 of the PRA Securitisation Rules, SECN 6.2.1R(2) and SECN 2.2.29R and Article 7(1)(b) of the EU Securitisation Regulation (in the case of the EU Securitisation Regulation, as if such requirement was applicable to it and the Issuer);

- a liability cashflow model required to be made available under SECN 2.2.27R (as to which see the section entitled "*Liability Cashflow model*" below);

- data on static and dynamic historical default and loss performance required to be made available under SECN 2.2.25R; and

- a draft of the UK STS Notification as required to be made available under SECN 6.2.1R(4),

in each case (i) in respect of SECN 6.3.2, via SecRep Limited (at https://www.secrep.co.uk/) (the "**UK Securitisation Repository**") and (ii) in respect of Article 7(2) of the EU Securitisation Regulation (as if such requirements were applicable to it and the Issuer), via the website of EuroABS (at https://www.euroabs.com/IH.aspx?d=25958) (the "**EU Securitisation Reporting Website**").

For the avoidance of doubt, the designation of Atom Bank as the Designated Reporting Entity does not relieve Atom Bank from their reporting obligations under the PRA Transparency Rules and Article 7(1) of the EU Securitisation Regulation nor the Issuer from their reporting obligations under the FCA Transparency Rules and Article 7(1) of the EU Securitisation Regulation.

Transparency and Reporting under the UK Securitisation Framework and the EU Securitisation Regulation

For the purposes of Article 7(2) of Chapter 2 of the PRA Securitisation Rules and SECN 6.3.1R(1), Atom Bank (as originator) (the "**Designated Reporting Entity**"), has been designated as the entity responsible for complying with the requirements of Article 7 of Chapter 2 of the PRA Securitisation Rules and SECN 6 (the "**UK Disclosure Requirements**").

It should be noted that, subject to certain conditions, the Designated Reporting Entity has contractually agreed that it will act as if it is the designated entity for the purposes of Article 7(2) of the EU Securitisation Regulation to provide (or to procure the provision of) certain information and reports required pursuant to Article 7 of the EU Securitisation Regulation (as if such requirements were applicable to it and the Issuer) (the "**EU Disclosure Requirements**" and together with the UK Disclosure Requirements, the "**Disclosure Requirements**").

The Designated Reporting Entity:

(a) from the Closing Date and with respect to the UK Disclosure Requirements,

(i) undertakes that it will:

(A) fulfil the requirements of Article 7 of Chapter 2 of the PRA Securitisation Rules and SECN 6 either itself or shall procure that such requirements are fulfilled on its behalf;

(B) procure that the Cash Manager:

(I) prepares (to the satisfaction of the Designated Reporting Entity) a quarterly investor report ten Business Days after each Interest Payment Date (a "**Reporting Date**") in relation to the immediately preceding Collection Period as required by 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 SECN 6.2.1R(5), SECN 11 (including its Annexes) and SECN 12 (including its Annexes) (the "**UK Investor Report**"); and

(II) delivers such UK Investor Report to the Designated Reporting Entity to publish (or procure the publication of) such UK Investor Report via the UK Securitisation Repository on the relevant Reporting Date or shortly thereafter (and no later than one month after the relevant Interest Payment Date);

(C) procure that the Servicer, on a quarterly basis:

(I) prepares a quarterly report on each Reporting Date containing certain loan level information in relation to the Portfolio in respect of the immediately preceding Collection Period as required by Article 7(1)(a) of Chapter 2 together with Chapter 5 (including its Annexes) and Chapter 6 (including its Annexes) of the PRA Securitisation Rules and SECN 6.2.1R(1) and SECN 11 (including its Annexes) and SECN 12 (including its Annexes) (the "**UK Loan Level Report**" together with the UK Investor Report the "**UK SR Reports**");

(II) delivers such UK Loan Level Report to the Designated Reporting Entity to publish (or procure the publication of) such UK Loan Level Report on the UK Securitisation Repository on the relevant Reporting Date or shortly thereafter (and no later than one month after the relevant Interest Payment Date and in any event simultaneously with the UK Investor Report);

(D) without delay, prepare and publish or procure the publication of any information required to be reported pursuant to Article 7(1)(f) or Article 7(1)(g) of Chapter 2 and in accordance with Chapter 5 (including its Annexes) and Chapter 6 (including its Annexes) of the PRA Securitisation Rules and SECN 6.2.1R(6) or SECN6.2.1R(7) (as applicable) and SECN 11 (including its Annexes) and SECN 12 (including its Annexes) (the "**UK Inside Information/Significant Event Report**") on the UK Securitisation Repository;

(ii) confirms that:

(A) it has made available this Prospectus and the Transaction Documents (in draft form) in accordance with Article 7(1)(b) of Chapter 2 of the PRA Securitisation Rules, SECN 6.2.1R(2) and SECN 2.2.29R prior to the pricing date of the Notes via the UK Securitisation Repository, and that it will procure that final documents are provided no later than 15 days after the Closing Date via the UK Securitisation Repository;

(B) the UK STS Notification required pursuant to SECN 6.2.1R(4) has been made available (in draft form) via the UK Securitisation Repository prior to the pricing of the Notes and that the final UK STS Notification will be notified to the FCA and will be made available via the UK Securitisation Repository and on the FCA STS Register website.

(iii) undertakes that it will procure that the information referred to above as well as (to the extent permissible) the EU Inside Information/Significant Event Report is made available to the Noteholders, the FCA, the Bank of England, the PRA and/or the Pensions Regulator and, upon request, to potential investors in the Notes via the UK Securitisation Repository,

subject always to any requirement of law, and provided that: (i) the Designated Reporting Entity will not be in breach of such undertaking if the Designated Reporting Entity fails to so comply due to events, actions or circumstances beyond the Designated Reporting Entity's control; and (ii) the Designated Reporting Entity is only required to do so to the extent that the disclosure requirements under Article 7 of Chapter 2 of the PRA Securitisation Rules and SECN 6 remain in effect;

(b) from the Closing Date and with respect to the EU Disclosure Requirements,

(i) contractually agrees to:

(A) procure that the Cash Manager:

(I) prepares (to the satisfaction of the Designated Reporting Entity) a quarterly investor report on the Reporting Date in relation to the immediately preceding Collection Period as required by Article 7(1)(e) of the EU Securitisation Regulation and the EU Article 7 Technical Standards for the purposes of investors' compliance with Article 5(1)(e) of the EU Securitisation Regulation (not taking into account any relevant national measures, as if such requirement was applicable to it) in the form of the disclosure templates adopted under the EU Article 7 Technical Standards (the "**EU Investor Report**", together with the UK Investor Report, the "**Investor Reports**"); and

(II) delivers such EU Investor Report to the Designated Reporting Entity to publish (or procure the publication of) such EU Investor Report in a manner consistent with the requirements of Article 7(2) of the EU Securitisation Regulation via the EU Securitisation Reporting Website on the relevant Reporting Date or shortly thereafter (and no later than one month after the relevant Interest Payment Date); and

(B) procure that the Servicer:

(I) prepares a quarterly report on each Reporting Date containing certain loan level information in relation to the Portfolio in respect of the immediately preceding Collection Period as required by Article 7(1)(a) of the EU Securitisation Regulation and the EU Article 7 Technical Standards for the purposes of investors' compliance with Article 5(1)(e) of the EU Securitisation Regulation (not taking into account any relevant national measures, as if such requirement was applicable to it and the Issuer) and in the form of the disclosure templates adopted under the EU Article 7 Technical Standards (the "**EU Loan Level Report**", together with the EU Investor Report, the "**EU SR Reports**"); and

(II) delivers such EU Loan Level Report to the Designated Reporting Entity to publish (or procure the publication of) such EU Loan Level Report on via the EU Securitisation Reporting Website on the relevant Reporting Date or shortly thereafter (and no later than one month after the relevant Interest Payment Date and in any event simultaneously with the EU Investor Report);

(C) without delay, prepare and publish or procure the publication of any information required to be reported pursuant to Article 7(1)(f) and/or Article 7(1)(g) of the EU Securitisation Regulation (for the purposes of Article 5(1)(e) of the EU Securitisation Regulation) not taking into account any relevant national measures, as if such requirements were applicable to it and the Issuer (the "**EU Inside Information/Significant Event Report**") via the EU Securitisation Reporting Website; and

(D) procure that the information referred to above as well as the UK Inside Information/Significant Event Report is made available to the Noteholders, the EU competent authorities and, upon request, to potential investors in the Notes via the EU Securitisation Reporting Website,

in each case:

(I) in the form or template prescribed under the EU Securitisation Regulation and (if applicable) the EU Article 7 Technical Standards as at the Closing Date only or as otherwise adopted by the Servicer (in its sole discretion) and the Cash Manager (after consulting with the Designated Reporting Entity) from time to time;

(II) until such time when the Designated Reporting Entity is able to certify to the Issuer and the Note Trustee that a competent EU authority has confirmed that the satisfaction of the requirements detailed in paragraphs (a)(i)(B) to (a)(i)(D) above relating to the UK Transparency Rules will also satisfy the requirements of Article 7 of the EU Securitisation Regulation due to the application of an equivalence regime or similar analogous concept;

(III) subject always to any requirement of law; and

(IV) provided that:

(1) neither the Issuer nor the Seller, the Servicer, the Cash Manager, the Designated Reporting Entity will be in breach of

such obligation if it fails to so comply due to events, actions or circumstances beyond its control; and

(2) each of the Issuer, the Seller, the Servicer, the Cash Manager, the Designated Reporting Entity is only required to comply with such obligation to the extent that the disclosure requirements under Article 7 of the EU Securitisation Regulation and (if applicable) EU Article 7 Technical Standards remain in effect.

Atom Bank (as originator) shall provide or, as relevant, procure the provision to the Cash Manager for inclusion in the Investor Reports (or otherwise so that such information can be available to investors) of readily accessible data and information with respect to the provision of such investor information and compliance by Atom Bank (as originator) with the requirements of Article 7(1)(e)(iii) of Chapter 2 the PRA Securitisation Rules, SECN 6.2.1R(5)(c) and Article 7(1)(e)(iii) of the EU Securitisation Regulation (as if such requirements were applicable to it and the Issuer), by confirming the risk retention of Atom Bank (as originator) as contemplated by Article 6(1) of Chapter 2 of the PRA Securitisation Rules and Article 6 of the EU Securitisation Regulation (as such requirements exist solely on the Closing Date), as applicable (see the section "*Certain Regulatory Disclosures – Risk Retention Requirements*" above).

Each of the Issuer, the Designated Reporting Entity and the Servicer shall supply to the Cash Manager all relevant information required in order for the Cash Manager to prepare the Investor Reports.

To the extent that, following the Closing Date, there is any change, amendment or update to the EU Disclosure Requirements and/or there is any divergence between the UK Disclosure Requirements and the EU Disclosure Requirements, Atom Bank may at its sole discretion elect not to comply with such new EU Disclosure Requirements. In the event Atom Bank chooses not to comply with any EU Disclosure Requirements in effect following any such amendments, updates, divergences or changes, Atom Bank shall, without delay, prepare and procure the publication of a UK Inside Information/Significant Event Report via the UK Securitisation Repository and an EU Inside Information/Significant Event Report via the EU Securitisation Reporting Website notifying that Atom Bank and the Issuer shall no longer comply with the EU Disclosure Requirements.

"**EU Article 7 ITS**" means Commission Implementing Regulation (EU) 2020/1225 including any relevant guidance and policy statements in relation thereto published by the EBA, the ESMA, the EIOPA (or their successor) or by the European Commission.

"**EU Article 7 RTS**" means Commission Delegated Regulation (EU) 2020/1224 including any relevant guidance and policy statements in relation thereto published by the EBA, the ESMA, the EIOPA (or their successor) or by the European Commission.

"**EU Article 7 Technical Standards**" mean the EU Article 7 RTS and the EU Article 7 ITS.

Liability of the Cash Manager in relation to the Disclosure Requirements, the UK SR Reports and the EU SR Reports .

The Cash Manager does not assume any responsibility for the Designated Reporting Entity's obligations as the entity designated as being responsible for complying with the Disclosure Requirements. In providing its services, the Cash Manager assumes no responsibility or liability to any third party, including, any Noteholder or any potential investor in the Notes or any other party, and including for their use or onward disclosure of any information published in support of the Designated Reporting Entity's reporting obligations, and shall have the benefit of the powers, protections and indemnities granted to it under the Transaction Documents. Any Investor Reports may include disclaimers

excluding the liability of the Cash Manager for information provided therein. The Cash Manager shall not have any duty to monitor, enquire or satisfy itself as to the veracity, accuracy or completeness of any documentation provided to it in connection with the preparation by it of the UK Investor Report or the EU Investor Report or the publication by it of the UK SR Reports and the EU SR Reports, or whether or not the provision of such information accords with the relevant Disclosure Requirements, and the Cash Manager shall be entitled to rely conclusively upon any instructions given by (and any determination by) the Issuer or the Designated Reporting Entity regarding the same, provided that such instructions are given in accordance with the Transaction Documents, and shall have no obligation, responsibility or liability whatsoever for the provision of information and documentation on the UK Securitisation Repository nor the EU Securitisation Reporting Website.

Disclosure of Modifications to the Priorities of Payments

Any events which trigger changes in any Priorities of Payments and any change in any Priorities of Payments which will materially adversely affect the repayment of the Notes will be disclosed by the Designated Reporting Entity without undue delay to the extent required under SECN 2.2.23R.

Sufficiency of information

Each prospective investor is required to assess independently and determine the sufficiency of the information described above and in this Prospectus generally for the purposes of complying with the relevant due diligence provisions of the UK Securitisation Framework as prescribed under Article 5 of Chapter 2 of the PRA Securitisation Rules ("**PRA Due Diligence Rules**"), SECN 4 ("**FCA Due Diligence Rules**") and regulations 32B, 32C and 32D of the 2024 UK SR SI ("**OPS Due Diligence Rules**", where OPS means an occupational pension scheme as defined in section 1(1) of the Pension Schemes Act 1993 that has its main administration in the United Kingdom), collectively the "**UK Due Diligence Rules**" and/or Article 5 of the EU Securitisation Regulation (as applicable) and none of the Issuer, Atom Bank (in any capacity), the Servicer, the Arranger, the Joint Lead Managers, the Cash Manager, the Note Trustee, the Security Trustee nor any of the other Transaction Parties:

(a) makes any representation that the information described above or in this Prospectus is sufficient in all circumstances for such purposes;

(b) shall have any liability to any such investor or any other person for any insufficiency of such information or any failure of the transactions contemplated herein to comply with or otherwise satisfy the requirements of the UK Securitisation Framework, the EU Securitisation Regulation or any other applicable legal, regulatory or other requirements; or

(c) shall have any obligation (other than the obligations in respect of the UK Due Diligence Rules and Article 5 of the EU Securitisation Regulation (with respect to the EU Securitisation Regulation, as if such requirements were applicable to it and the Issuer) undertaken by Atom Bank and the obligations of the Designated Reporting Entity in relation to the Disclosure Requirements as referred to above) to enable compliance with the requirements of Article 7 of Chapter 2 of the PRA Securitisation Rules and SECN 6 and Article 6 of the EU Securitisation Regulation (and with respect to Article 6 of the EU Securitisation Regulation, as such requirements exist solely on the Closing Date) or any other applicable legal, regulatory or other requirements.

In addition each prospective investor should ensure that it complies with the implementing provisions (including any regulatory technical standards, implementing technical standards and any other implementing provisions) in their relevant jurisdiction. Investors and prospective investors who are uncertain as to the requirements which apply to them in respect of their relevant jurisdiction, should consult with their own advisers and/or seek guidance from their regulator.

Liability Cashflow model

Atom Bank (as originator) has prior to pricing, as required by SECN 2.2.27R, made available to potential investors (via the UK Securitisation Repository) a liability cashflow model, either directly or indirectly through one or more entities which provide such cashflow models to investors generally. Atom Bank (in its capacity as originator) shall procure that such cashflow model: (i) precisely represents the contractual relationship between the Loans and the payments flowing between the Seller, Noteholders, other third parties and the Issuer, and (ii) is made available to investors in the Notes on an ongoing basis and to potential investors upon request.

Credit-granting

As required by Article 9 of Chapter 2 of the PRA Securitisation Rules and Article 9 of the EU Securitisation Regulation (in the case of the EU Securitisation Regulation, as if such requirements were applicable to it), Atom Bank (as originator) applied to each Loan the same sound and well-defined criteria for credit-granting as Atom Bank (as originator) applied to all other mortgage loans originated by it. The same clearly established processes for approving and, where relevant, amending, renewing and refinancing the Loans also apply to all other mortgage loans originated by Atom Bank.

Atom Bank has in place effective systems to apply such criteria and processes in order to ensure that Atom Bank's credit-granting is based on a thorough assessment of the relevant borrower's (including each of the Borrower's) creditworthiness, taking appropriate account of the factors relevant to verifying the prospect of the relevant borrower (including the Borrowers) meeting his/her obligations under the relevant mortgage loan (including the Loans).

Bank of England Reporting

The Seller (as originator) will procure that the Cash Manager prepares and publishes (on behalf of the Seller) a monthly report (a "**Bank of England Investor Report**") detailing, *inter alia*, certain aggregated loan data in relation to the Portfolio in the form required by the Bank of England for the purpose of the Bank of England's sterling monetary framework.

Each Bank of England Investor Report will, no later than the date falling 30 days after the end of the calendar month to which the relevant Bank of England Investor Report relates, be (i) published by the Cash Manager on the Cash Manager's website at https://www.sf.citidirect.com, and (ii) uploaded by the Servicer to the website of EuroABS at https://www.euroabs.com.

The Servicer will prepare a monthly loan level data report (a "**Bank of England Loan Level Data Report**" and together with the Bank of England Investor Report, the "**Bank of England Monthly Reports**") in relation to the Portfolio in the form required by the Bank of England for the purpose of the Bank of England's sterling monetary framework.

Each Bank of England Loan Level Data Report will, no later than the date falling 30 days after the end of the calendar month to which the relevant Bank of England Loan Level Data Report relates, be published by the Servicer to the website of EuroABS at https://www.euroabs.com.

For the avoidance of doubt, the website of EuroABS, the website of the Cash Manager and the Bank of England Monthly Reports and the contents thereof do not form part of this Prospectus.

Volcker Rule

The Issuer is of the view that it is not now, and immediately following the issuance of the Notes and the application of the proceeds thereof it will not be, a "covered fund" as defined in the regulations adopted under Section 13 of the U.S. Bank Holding Company Act of 1956, as amended, commonly

known as the "**Volcker Rule**". Although other exclusions may be available to the Issuer, this view is based on the determination that the Issuer qualifies for the exclusion from the definition of "investment company" in the Investment Company Act, provided in Section 3(c)(5)(C) thereunder.

ESTIMATED WEIGHTED AVERAGE LIVES OF THE NOTES

The average lives of the Notes cannot be stated, as the actual rate of repayment 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. The assumptions (the "**Modelling Assumptions**") used to calculate the possible average lives of the Class A Notes in the following table include that:

(a) the Issuer exercises the Call Option on the Step-Up Date in the first scenario, or the Issuer does not exercise the Call Option on the Step-Up Date but the 10 Per Cent. Clean-up Call is exercised, in the second scenario;

(b) the Loans are fully performing and there are no arrears or enforcements;

(c) no Enforcement Notice has been served on the Issuer and no Event of Default has occurred;

(d) there is no debit balance on any of the sub-ledgers of the Principal Deficiency Ledger on any Interest Payment Date

(e) approximately 91.37 per cent. of the initial Principal Amount Outstanding is represented by the Class A Notes and approximately 8.63 per cent. by the Class B Notes;

(f) on and after the Step-Up Date, excess Available Revenue Receipts is used to make payments of principal on the Class A Notes prior to the payment of interest on the Class B Notes;

(g) no interest accrues on the Transaction Accounts;

(h) the Issuer Profit Amount is £300 every quarter;

(i) amounts required to pay items (a) and (b) of the Pre-Enforcement Revenue Priority of Payments on each Interest Payment Date are:

  (a) fixed costs as £155,000 per annum distributed equally;

  (b) variable costs as 0.08% of the opening portfolio balance;

(j) General Reserve Fund is 1.50% of the Principal Amount Outstanding of the Class A Notes;

(k) the weighted average lives are calculated on an 30/360 basis;

(l) the Pricing CPR is assumed to be from Closing 2% for 10 months, 10% for 6 months, 40% for 10 months, 15% for 5 months, 30% for 4 months, 10% for 7 months, 25% for 13 months, 10% thereafter;

(m) the Swap Agreement is not terminated and the Swap Provider fully complies with its obligations under the Swap Agreement;

(n) the fixed rate under the Swap Agreement is 3.00 per cent;

(o) the Interest Payment Dates are on the 22nd calendar day of every March, June, September and December with the first Interest Payment Date being in June 2025;

(p) a flat Compounded Daily SONIA of 4.70 per cent., a flat Standard Variable Rate of 6.99 per cent. and a flat Bank of England Base Rate of 4.75 per cent.;

(q) the Notes are issued on or about January 2025; and

(r) no Further Advances or Product Switches are made by the Seller and the Seller is not required to repurchase any Loans in accordance with the Mortgage Sale Agreement.

The actual characteristics and performance of the Loans 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 will prepay at a constant rate until maturity, or that there will be no defaults or delinquencies on the Loans. Any difference between the Modelling Assumptions and, inter alia, the actual prepayment or loss experience on the Loans 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 occurrence of the Call Option on the Step-Up Date

CPR	Class A
0%	4.40
10%	3.46
20%	2.69
30%	2.08
35%	1.82
Pricing CPR	2.92

Assuming occurrence of the 10 Per Cent. Clean-up Call Option

CPR	Class A
0%	12.54
10%	5.36
20%	3.16
30%	2.15
35%	1.84
Pricing CPR	3.63

For more information in relation to the risks involved in the use of the average lives estimated above, see "*Risk Factors – Yield to Maturity on the Notes*" above.

USE OF PROCEEDS

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

(a) meet the Issuer's costs in connection with the issuance of the Notes; and

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

RATINGS

The Class A Notes, on issue, are expected to be assigned the following ratings by the Rating Agencies. A security rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating agency if, in its judgement, circumstances so warrant.

Class of Notes	Fitch	DBRS
Class A Notes	AAA(sf)	AAA(sf)

The ratings expected to be assigned to the Class A Notes by the Rating Agencies address, *inter alia* (a) the likelihood of full and timely payment to the holders of the Class A Notes, and (b) the likelihood of ultimate payment to the Noteholders of principal and interest in relation to the Class B Notes on or prior to the Final Maturity Date.

As of the date of this Prospectus, each of the Rating Agencies is a credit rating agency established in the UK and is registered under the UK CRA Regulation. The ratings issued by Fitch and DBRS have been endorsed by Fitch Ratings Ireland Limited and DBRS Ratings GmbH respectively. Each of Fitch Ratings Ireland Limited and DBRS Ratings GmbH is registered under the EU CRA Regulation.

THE ISSUER

Introduction

The Issuer, Elvet Mortgages 2025-1 Plc, was incorporated in England and Wales on 28 November 2024 (registered number 16107802) as a public limited company under the Companies Act 2006. The registered office of the Issuer is 8th Floor, 100 Bishopsgate, London, United Kingdom, EC2N 4AG. The telephone number of the Issuer's registered office is +442076065451. 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 is legally and beneficially owned and controlled directly by Holdings. The rights of Holdings as a shareholder in the Issuer are contained in the articles of association of the Issuer and the Issuer will be managed in accordance with those articles and with the provisions of English law.

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. The Issuer will covenant to observe certain restrictions on its activities which are set out in Note Condition 5(b) (Covenants).

Under the Companies Act 2006 (as amended), the Issuer's governing documents may be altered by a special resolution of shareholders.

In accordance with the Corporate Services Agreement, the Corporate Services Provider will provide to the Issuer certain directors, a registered and administrative office, the arrangement of meetings of directors and shareholders and procure the service of a company secretary in consideration for the payment of an annual fee to the Corporate Services Provider. 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 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 March and the first statutory accounts of the Issuer will be drawn up to 31 March 2026.

There is no intention to accumulate surpluses in the Issuer (other than amounts recorded to the credit of the General Reserve Fund Ledger).

Directors

The directors of the Issuer and their respective business addresses and occupations are:

Name	Business address	Business Occupation
Mr Mark Filer	8th Floor, 100 Bishopsgate, London, United Kingdom, EC2N 4AG	Director

Name	Business address	Business Occupation
L.D.C. Securitisation Director No.1 Limited	8th Floor, 100 Bishopsgate, London, United Kingdom, EC2N 4AG	Corporate Director
L.D.C. Securitisation Director No.2 Limited	8th Floor, 100 Bishopsgate, London, United Kingdom, EC2N 4AG	Corporate Director

The affairs of L.D.C. Securitisation Director No. 1 Limited and L.D.C. Securitisation Director No. 2 Limited are represented by their directors, Mr Mark Filer, Ms Nicola Lambourne and Law Debenture Securitisation Services Limited. The directors of Law Debenture Securitisation Services Limited are Mr Mark Filer and Mr Eliot Solarz, each of whose business address is 8th Floor, 100 Bishopsgate, London, United Kingdom, EC2N 4AG and each of whose principal activities are as directors.

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

The Issuer has no employees.

HOLDINGS

Introduction

Holdings, Elvet Mortgages 2025-1 Holdco Limited, was incorporated in England and Wales on 28 November 2024 (registered number 16107457) as a private limited company under the Companies Act 2006 (as amended). The registered office of Holdings is 8th Floor, 100 Bishopsgate, London, United Kingdom, EC2N 4AG. The issued share capital of Holdings comprises one ordinary share of £1. The Law Debenture Intermediary Corporation plc (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
Mr Mark Filer	8th Floor, 100 Bishopsgate, London, United Kingdom, EC2N 4AG	Director
L.D.C. Securitisation Director No.1 Limited	8th Floor, 100 Bishopsgate, London, United Kingdom, EC2N 4AG	Corporate Director
L.D.C. Securitisation Director No.2 Limited	8th Floor, 100 Bishopsgate, London, United Kingdom, EC2N 4AG	Corporate Director

The affairs of L.D.C. Securitisation Director No. 1 Limited and L.D.C. Securitisation Director No. 2 Limited are represented by their directors, Mr Mark Filer, Ms Nicola Lambourne and Law Debenture Securitisation Services Limited. The directors of Law Debenture Securitisation Services Limited are Mr Mark Filer and Mr Eliot Solarz, each of whose business address is 8th Floor, 100 Bishopsgate, London, United Kingdom, EC2N 4AG and each of whose principal activities are as directors.

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

Holdings has no employees.

THE SELLER, THE SERVICER AND SUBORDINATED LOAN PROVIDER

Overview

Atom Bank Plc (as Seller, Servicer and Subordinated Loan Provider) is a public limited company which was incorporated under the laws of England and Wales on 31 July 2013 with company number 08632552, having its registered office at The Rivergreen Centre, Aykley Heads, Durham DH1 5TS, United Kingdom. The Seller is authorised by the Prudential Regulation Authority and is regulated by the Financial Conduct Authority and Prudential Regulation Authority. The Seller is deemed a Public Interest Entity.

The Seller is the UK's first bank built exclusively for smartphone and tablet. Founded in early 2014, it started its operations in April 2016. The Seller has no branches; its headquarters are in Durham and it has a satellite office in London. The Seller was fifth in Beauhurst's top 50 fintech start-up and scaleup companies 2024 list. It has been voted Best Online Lender at the What Mortgage Awards, voted by customers, seven years in a row, while brokers have voted it "Best Bank" in Smart Money People's Mortgage Lender Benchmark for the last three surveys.

The Seller uses, in addition to its other sources of funds, customer deposits to fund lending in the form of residential mortgages and both secured and unsecured loans to small and medium-sized enterprises, originated organically and via flow agreements with other specialist lenders. Loans originated organically by the Seller are distributed across the UK by intermediaries who offer advice to businesses and homebuyers. The Seller receives income from these loans and pays interest to customers who hold deposits with the Seller.

The Seller is authorised by the Prudential Regulation Authority and is regulated by the Financial Conduct Authority and Prudential Regulation Authority and it has regulatory authorisation and permissions which are relevant to the origination and servicing of mortgage loans similar to those comprising the Portfolio which are not sold to the Issuer. The Seller has more than five years of experience in the origination, underwriting and servicing of loans similar to those comprising the Portfolio. The Servicer has well-documented and adequate policies, procedures and risk-management controls in relation to the servicing of mortgage loans similar to those comprising the Portfolio which are not sold to the Issuer.

As at 31 March 2024, the Seller had £4,322m (March 2023: £4,846m) of Sterling-denominated fixed-term customer deposits and £1,424m of Sterling-denominated instant access deposits (March 2023: £1,706m). As at 31 March 2024 the Seller had total assets of £7,225m (March 2023: £7,801m). Statutory profits after tax for the year to 31 March 2024 were £12.3m (year to March 2023: £(5.6)m loss), with profit before other charges at £27m (year to March 2023: £7m).

As at 31 March 2024, the Seller had 546 employees.

Capital position

The Seller has one class of shares in issue. As at 31 March 2024, the Seller had 907,084,997 ordinary shares in issue and a total share capital and premium of £129m. As at 31 March 2024, the Seller had total equity of £404m.

During the financial year to March 2024, £100m of equity capital commitment was injected into the Seller from Atom Holdco Limited. The capital position was also strengthened by a £50m Tier 2 issuance in October 2024.

As at 31 March 2024, the Seller had Common Equity Tier 1 Capital of £347m (March 2023: £241m), total own funds of £347m (March 2023: £249m), total risk weighted assets of £1.8bn (March 2023:

£1.3bn), a Common Equity Tier 1 ratio of 19.0% (March 2023: 19.0%) and a total capital ratio of 19.0% (March 2023: 19.5%).

Corporate structure

The Seller is a wholly-owned subsidiary of Atom Holdco Limited. Atom Holdco Limited is a private limited company incorporated under the laws of England and Wales with company number 14129045. The Seller has one wholly-owned subsidiary, Atom EBT Limited. Atom EBT Limited is a private limited company incorporated under the laws of England and Wales with company number 10160006. Atom EBT Limited is the trustee of the Atom Bank Employee Benefit Trust.

Management

As at 31 March 2024, the board of directors consists of: a non-executive Chairman, the Chief Executive Officer, the Chief Financial Officer and eight non-executive directors, including three appointed by BBVA (one of whom acts as an alternate director) and one appointed by Toscafund Asset Management LLP under the terms of the articles of association of the Seller. The Seller's board of directors has four sub-committees: the board risk committee, the board audit committee and the board remuneration committee & the board nomination committee.

As at 31 March 2024, the executive management team consists of: the Chief Executive Officer, the Chief Financial Officer, the Chief Technology Officer, the Chief Operating Officer, the Chief Risk Officer, the Chief Commercial Officer and the General Counsel and Company Secretary. The Executive Committee reports to the board of directors and the following committees report directly to the Executive Committee: the Strategy Committee, the Commercial Committee, the Customer Outcomes and Servicing Committee, the Asset & Liability Committee, the Executive Risk Committee and the People Forum. Further committees report directly to the sub committees of the Executive Committee.

THE CASH MANAGER, PRINCIPAL PAYING AGENT, AGENT BANK, REGISTRAR, CUSTODIAN AND CITI 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 is authorised and regulated by the Office of the Comptroller of the Currency (USA) and authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

THE NOTE TRUSTEE AND THE SECURITY TRUSTEE

Citicorp Trustee Company Limited was incorporated on 24 December 1928 under the laws of England and Wales and has its registered office at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, with a 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 UK's Financial Conduct Authority.

THE SANTANDER ACCOUNT BANK

Banco Santander, S.A. ("**Santander**") is a credit institution which is registered with the Bank of Spain with number 0049. Banco Santander, S.A., London Branch is a branch of Santander with its principal place of business located at 2 Triton Square, Regent's Place, London NW1 3AN and is authorised by the Bank of Spain and is subject to regulatory oversight on certain matters in the UK by the Financial Conduct Authority and the Prudential Regulatory Authority.

THE SWAP PROVIDER

Banco Santander, S.A. is the parent bank of Santander Group ("**Santander**"). It was established on 21 March 1857 and incorporated in its present form by a public deed executed in the city of Santander, Spain, on 14 January 1875.

Banco Santander, S.A. and its consolidated subsidiaries are a financial group operating through a network of offices and subsidiaries across Spain, the United Kingdom and other European countries, Brazil and other Latin American countries and the US, offering a wide range of financial products. In Latin America, Santander has majority shareholdings in banks in Argentina, Brazil, Chile, Colombia, Mexico, Peru and Uruguay.

As of 30 September 2024, Santander had a market capitalization of €71.3 billion, stockholders' equity of €96.6 billion and total assets of €1,802.3 billion. Santander had €1,327.3 billion total customer funds at that date.

As of 30 September 2024, Santander had 67,232 employees and 3,034 branch offices in Europe (of which 24,160 employees and 1,832 branches in Spain and 21,812 employees and 444 branches in the United Kingdom), 43,446 employees and 1,762 branches in North America, 78,924 employees and 3,012 branches in South America (of which 55,915 employees and 2,313 branches in Brazil), 16,621 employees and 326 branches in Digital Consumer Bank and 1,857 employees in the Corporate Centre.

Banco Santander, S.A has a long- term credit rating of "A-" by Fitch, "A+" by Standard & Poor´s, "A2" by Moody´s and "A (high)" by DBRS.

THE CORPORATE SERVICES PROVIDER AND STANDBY SERVICER FACILITATOR

Law Debenture Corporate Services Limited was incorporated on 12 June 1997 in England and Wales under the Companies Act 1985 (registration number 03388362) and its registered office is at 8th Floor, 100 Bishopsgate, London, United Kingdom, EC2N 4AG.

Law Debenture Corporate Services Limited was established to provide independent directors and administrative services to special purpose vehicles set up in connection with securitisation, project and structured finance transactions. Law Debenture Corporate Services Limited and its associated companies have supplied directors and/or management services to special purpose vehicles located in the UK, Jersey and Ireland.

THE LOANS

The Portfolio

Introduction

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

The Seller procured the selection of the Loans for transfer into the Provisional Portfolio, using a system containing defined data on each of the qualifying loans. This system allows the setting of exclusion criteria among others corresponding to relevant Loan Warranties that the Seller will make in the Mortgage Sale Agreement in relation to the Loans (for the avoidance of doubt, the Loan Warranties are given in relation to the Portfolio and not the Provisional Portfolio). Once the criteria have been determined, the system identifies all loans owned by the Seller that are consistent with the criteria. The Loans selected for transfer into the Provisional Portfolio are representative of the residential loans meeting the selection criteria which the Seller holds immediately prior to the sale of the Portfolio. After a pool of Loans is selected in this way, the constituent Loans are monitored so that they continue to comply with the Loan Warranties on the Closing Date.

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

The Portfolio

The Portfolio from time to time after the Closing Date will comprise loans advanced to the Borrowers upon the security of residential property situated in England, Wales, Northern Ireland or Scotland, such loans acquired pursuant to the Mortgage Sale Agreement and Scottish Declaration of Trust (as applicable), other than Loans which have been repaid or which have been purchased from the Issuer pursuant to the Mortgage Sale Agreement and Scottish Declaration of Trust (as applicable).

Characteristics of the Loans

Repayment Terms

Loans may combine one or more of the features listed in this section. Other customer incentives may be offered with the product including free valuations, cashback and payment of legal fees. Overpayments are allowed on all products. See "*Overpayments and Early Repayment Charges*" below.

Loans are typically repayable on a repayment basis, where the Borrower makes monthly payments of both interest and principal so that, when the Loan matures, the full amount of the principal of the Loan will have been repaid.

The required monthly payment in respect of the Loans may alter from month to month for various reasons, including changes in interest rates.

Principal prepayments may be made in whole or in part at any time during the term of a Loan, subject to the payment of any Early Repayment Charges (as described in "*Overpayments and Early Repayment Charges*" below). A prepayment of the entire outstanding balance of a loan discharges the mortgage. Any prepayment in full must be made together with all accrued interest, arrears of interest, any unpaid expenses and any applicable repayment fee(s).

At origination all Borrowers are required to set up a Direct Debit for payment. Throughout the life of the relevant Loan, the payment method may change due to forbearance activities for example.

Interest Rate Types

The Portfolio consists of Fixed Rate Loans which have (after an initial specific period where a fixed rate of interest applies) a managed variable interest rate (the "**Standard Variable Rate**" or "**SVR**"). As at the date of this Prospectus, the Seller's SVR is 6.99 per cent.

Origination of the Portfolio

The Portfolio comprises Loans originated by the Seller.

Security

All of the Loans are secured by first ranking Mortgages.

Governing Law

Each of the English Loans and any non-contractual obligations arising out of or in connection with them are governed by the laws of England and Wales. Each of the Northern Irish Loans and any non-contractual obligations arising out of or in connection with them are governed by the laws of Northern Ireland. Each of the Scottish Loans and any non-contractual obligations arising out of or in connection with them are governed by Scots law.

Overpayments and Early Repayment Charges

Overpayments are allowed although an Early Repayment Charge may be payable. All Borrowers must make contact with the Servicer to initiate either a one-off overpayment or regular overpayments. When a Borrower requests an overpayment, a quote must be completed to advise the impact on term or contractual payment (in the case of one-off overpayments). Any regular overpayment is added to a loan account as credit arrears until the date of the next direct debit payment. On the direct debit date, the Current Balance (and the term, unless the customer expressly requests for this not to be the case) is reduced when the credit arrears is applied to the loan. If the overpayment triggers an Early Repayment Charge, the payment of such Early Repayment Charge is manually processed. Early Repayment Charges may be waived by the Seller in the ordinary course of the Seller's mortgage origination and servicing business. The Seller will waive Early Repayment Charges in accordance with the standards of a Reasonable, Prudent Residential Mortgage Servicer, such application will be applied consistently across the portfolio where Atom holds legal title.

Title to the Portfolio

Pursuant to and under the terms of the Mortgage Sale Agreement or the Scottish Declaration of Trust (as applicable) dated on or about the Closing Date, the Seller will transfer to the Issuer the equitable or (in respect of the Scottish Loans) beneficial title to the Loans and their Related Security. The Seller has further agreed to transfer legal title to the Loans and their Related Security to the Issuer, and the Issuer has undertaken to seek the transfer of legal title, only following the occurrence of a Perfection Event (as set out below).

None of the above-mentioned transfers to the Issuer is to be completed by registration at the Land Registry, the Registers of Northern Ireland or the Registers of Scotland (as the case may be) or notice given to the relevant Borrowers until the occurrence of one of the events mentioned below. The English Loans and the Northern Irish Loans in the Portfolio and their Related Security are accordingly owned in equity only by the Issuer pending such registration and notification and the Scottish Loans in the Portfolio and their Related Security are accordingly held on trust for the Issuer pending such registration and notification. Legal title in the Loans and their Related Security will continue to be vested in the Seller until the occurrence of a Perfection Event. In the case of the Loans secured over registered land

in England or Wales, Northern Ireland or registered or recorded land in Scotland which will be transferred to the Issuer on the Closing Date, the Seller has agreed to remain on the Land Registry, the Registers of Northern Ireland or the Registers of Scotland, as applicable, as the legal mortgagee or as heritable creditor. Following the occurrence of a Perfection Event, the Seller has agreed, in the Mortgage Sale Agreement, to transfer legal title to the Issuer, which transfer will be perfected by steps including filing forms and assignations of standard securities at the Land Registry, the Registers of Northern Ireland or the Registers of Scotland and notifying the Borrower of such transfer, as applicable, by the Issuer.

The Issuer will assign by way of security (and to the extent not assigned, will grant a first fixed charge) in favour of the Security Trustee over its interest in the Loans (being, in respect of the Scottish Loans, an assignation in security of its interest in and to the Scottish Declaration of Trust and the trust constituted thereunder).

Save as mentioned below, the Security Trustee has undertaken not to effect any registration at the Land Registry, the Registers of Northern Ireland or the Registers of Scotland (as the case may be) to protect the sale of the Loans to the Issuer or the granting of security over the Loans by the Issuer in favour of the Security Trustee nor, save as mentioned below, to obtain possession of Title Deeds to the properties the subject of the Loans.

Notices of the equitable assignments or declarations of trust in favour of the Issuer and the security in favour of the Security Trustee will not, save as mentioned below, be given to the Borrowers under the Loans (being, in respect of the Scottish Loans, an assignation in security of the Security Trustee's interest in and to the Scottish Declaration of Trust and the trust constituted thereunder).

As noted above, until the occurrence of a Perfection Event, the Issuer and the Security Trustee will not take actions to effect a transfer of legal title to the Loans and their Related Security to the Issuer. The following events constitute Perfection Events:

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

(b) it becoming necessary by law to take any or all of the acts referred to in paragraph (a) above; or

(c) the Seller is in breach of its material obligations under the Mortgage Sale Agreement, but only if such breach, where capable of remedy, is not remedied within 90 calendar days provided further that (A) this provision shall not apply if none of the then outstanding Notes are UK STS compliant; and (B) this provision shall be subject to such amendment as the Seller may require so long as the Seller delivers a certificate to the Note Trustee that the amendment of such provision does not impact the designation as a 'simple, transparent and standardised' securitisation (within the meaning of the UK Securitisation Framework) in respect of any Class of Notes then outstanding which are intended to satisfy the UK STS requirements; or

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

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

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

(g) the Seller determines, as at any date, that its CET1 Ratio has fallen below 7 per cent., where "**CET1 Ratio**" means 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, "**Common Equity Tier 1**" means, as at any date, 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 and "**Risk Weighted Assets**" means, as at any date, 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; or

(h) it becoming unlawful in any applicable jurisdiction for the Seller to hold legal title in respect of any Loan or its Related Security in the Portfolio.

Following the occurrence of a Perfection Event, the Issuer and the Security Trustee will each be entitled to take all necessary steps to perfect legal title to its interests in the Loans and their Related Security, including the carrying out of any necessary registrations, recordings and notifications. In furtherance of these rights, the Seller has granted the Issuer and the Security Trustee an irrevocable power of attorney to take certain action in the name of the Seller (including action required to perfect a legal transfer of the Loans and their Related Security).

Warranties and Breach of Warranties in relation to the Loans

The Mortgage Sale Agreement contains certain representations and warranties given by the Seller on the Closing Date in favour of the Issuer in relation to the Loans and their Related Security sold to the Issuer pursuant to the Mortgage Sale Agreement.

No searches, enquiries or independent investigation of title of the type which a prudent purchaser or mortgagee would normally be expected to carry out have been or will be made by the Issuer. The Issuer will rely entirely on the benefit of the representations and warranties given to it under the Mortgage Sale Agreement.

In the event of any breach of these representation and warranties in relation to a Loan and/or its Related Security which could (having regard to, but without limitation, whether a loss is likely to be incurred in respect of that Loan and/or its Related Security to which the breach relates after taking into account the likelihood of recoverability or otherwise of any sums under any applicable insurance policies) have a Material Adverse Effect on the value of that Loan and/or its Related Security (an "**Affected Loan**"), and which, if capable of remedy, is not so remedied by the Seller within 30 Business Days of notification of such breach to the Seller, the Seller is required to repurchase such Affected Loan and its Related Security for a consideration in cash equal to the Repurchase Price. If an Affected Loan has never existed, or has ceased to exist, such that it is not outstanding on the date on which it is due to be repurchased, the Seller will not be obliged to repurchase that Affected Loan, but shall instead indemnify the Issuer against any loss suffered by reason of any Loan Warranty relating to or otherwise affecting that Affected Loan being untrue or incorrect.

Underwriting

The Seller's underwriting approach is continually developed and enhanced. What follows is a general description of the Seller's approach to underwriting to date regarding the Loans in the Portfolio. The

policies referred to below will not apply to all Loans in the Portfolio at all times and may be changed by the Seller acting as a Prudent Mortgage Lender.

The Seller currently adopts a system-based approach to lending assessment. Applications are handled via a highly automated, mortgage originations system. Application data is input by a mortgage intermediary on behalf of the applicants. This is then systematically assessed against a suite of rules held between a combination of the originations system, and the Seller's fully integrated decision engine, covering:

(a) Mortgage Credit score: The Seller's generation 1 application scorecard is a hybrid statistical and expert judgement model that was specifically developed for the Seller and deployed in November 2016. This was replaced in March 2021 by a generation 2 application scorecard which is a fully modelled scorecard built using a market wide, representative data sample.

(b) Affordability: calculation of the Seller's maximum loan amount that reflects the applicant's income net of tax, credit commitments, basic expenditure (which varies according to income, number of applicants and dependants), and other significant expenditure declared by the customer and the stressed mortgage payment. The calculation conforms with MCOB regulation as detailed in section 11.6; and

(c) Lending policy rules: a range of rules applied to the application to decline applications outside lending criteria or to set limits on loans which fall within lending criteria.

The decision system returns a decision categorised into accept, refer and decline.

Accepts are dealt with, in line with the Seller's Mortgage Lending Policy, by the originations processing function.

Refers are automatically and systematically tasked to underwriters for assessment and final lending decision. An underwriter will assess the rule failure/s in conjunction with each applicant's individual circumstances, the loan purpose, ability to repay the loan, the value and condition of the security and (unless additional information is required) will agree or decline the application.

Decline decisions are classed as either "hard" or "soft". A "soft" decline gives the intermediary the opportunity to remodel the application data to bring the case within lending policy e.g. max. loan amount is lower than requested, or LTV exceeds a policy limit. A "hard" decline does not provide any opportunity to change the application data as doing so would have no impact on the decision e.g. adverse credit exceeding policy limits exist at the credit bureau.

All mortgage applications are subject to income verification (either by automated credit bureau checks or manually assessed documentary proof) and an assessment of the customer's ability to repay. The operational area that processes mortgage applications is responsible for all manual verification processes based on a task-based systems platform. Individuals involved in the verification process must adhere to standard operating procedures. Once all tasks have been satisfactorily completed a mortgage offer will be generated by the task-based system. For applications that are subject to a refer, Seller mandated underwriters are authorised to subsequently approve applications, subject to detailed scrutiny of the customer's ability to repay. Mortgage underwriting decisions, verification processes and lending mandates are subject to internal monitoring by the Seller to ensure the Seller's procedures and policies regarding underwriting are being followed by staff.

Other characteristics

The Loans comprised in the Portfolio as at the Cut-Off Date are homogeneous for purposes of SECN 2.2.9R, on the basis that all such Loans: (i) have been underwritten by the Seller in accordance with

similar underwriting standards applying similar approaches with respect to the assessment of a potential borrower's credit risk; (ii) are repayment loans entered into substantially on the terms of similar standard documentation for residential mortgage loans; (iii) are serviced by the Servicer pursuant to the Servicing Agreement in accordance with the same servicing procedures with respect to monitoring, collections and administration of cash receivables generated from such Loans; and (iv) form one asset category, namely residential loans secured with one or several mortgages or standard securities on residential immovable property in England, Wales, Northern Ireland or Scotland.

There is no Borrower having more than one Loan in the Portfolio.

Lending Criteria

Each Loan was originated in accordance with the Seller's lending criteria which were applicable at the time the loan was offered. The lending criteria in the case of each Loan originated by the Seller and included in the Portfolio as at the date of this Prospectus are the same as, or substantially similar to the criteria described in this section. However, the Seller retains the right to revise its Lending Criteria (as defined below) from time to time, therefore, the criteria applicable to new loans may not be exactly the same as those currently included.

The following is a summary of the criteria (the "**Lending Criteria**") of the Seller in relation to mortgage loans to be secured on properties located in England, Wales, Northern Ireland and Scotland that were applied (subject to such deviation made in accordance with the standard of a Prudent Mortgage Lender) in respect of the Mortgages to be sold pursuant to the Mortgage Sale Agreement.

To obtain a loan, the mortgage intermediary appointed by each prospective borrower completes an application via an online portal which includes information about the applicant's income, current employment details, current mortgage information, if any, and certain other personal information. The Seller completes a credit reference agency search in all cases against each applicant at their current address and, if necessary, former addresses, which gives details of public information including any county court judgements and bankruptcy details as well as the performance of any current and historic credit facilities.

Some of the factors currently used in making a lending decision are as follows:

1. Income / Employment

The Seller generally operates the following policy in respect of the verification of a prospective borrower's income details.

The Seller will accept certain types of income, subject to satisfactory evidence being obtained, including:

- Income from employment (e.g. Basic salary, work allowances (e.g. Car, Location, Shift, Overtime, Bonus, Commission));
- Income from self-employment (including where the applicant owns 20% or more of the allocated shares in the business they work for) (e.g. share of net profits, directors salary);
- Income from retirement e.g. pensions and annuities; and
- (Some) Income from investments e.g. dividends (if not a director of company), rental income.

A higher income weighting is applied to primary, permanent and reliable income sources (such as basic salary, car allowance, pension) and a lower weighting to other regular and sustainable, but more variable, forms of income (overtime, commission, investment income).

Verification of income will be by either:

- Income information held at the credit bureau and/or
- Supporting documents verifying the stated incomes such as payslips, P60s, HMRC self-assessment statements, accounts, accountants certificate (from an appropriately qualified accountant), bank statements, investment statements etc.

Where income cannot be verified, it will be excluded as the Seller does not use unverified income in affordability calculations.

The affordability calculation, used in all cases, is designed to ensure that applicants have a sufficient proportion of their income remaining, after taking account of mortgage repayments, credit commitments, household and lifestyle costs. Where there are two applicants, the Seller adds joint incomes together for the purpose of calculating the applicants' total income.

Calculation of the amount that the Seller is willing to lend is based upon assessing affordability in the following ways:

- Free disposable income affordability - compares the Projected Stressed Mortgage Repayment ("**PSMR**") against proven net income less expenditure; and
- Income multiple affordability – has a maximum income multiple in accordance with the table below (current):

Income / Loan Type	**Maximum Income Multiple**
Incomes >=£75,000 & LTV <=90%	6
Incomes >=£75,000 & LTV >90%	5.5
Incomes > £60,000 & LTV <=90%	5.5
Incomes <= £60,000	4.49
Self Employed, Income >= £75,000 (sole) or >= £100,000 (joint) & LTV <=90%	5.5
Other Self Employed	4.49

The Seller adopts a conservative approach and offers the lower of the two calculated figures as the maximum loan amount to the applicant.

An application will be deemed unaffordable and rejected if it breaches one of the affordability assessments detailed above.

The Seller calculates an applicants' PSMR using the requested loan amount and payment term together with a stressed mortgage rate (historically SVR + 3% but following regulatory changes this was amended to consider forward path of interest rate expectations and so maximum projected SVR + 1% since the end of 2022), to allow for interest rate shock.

1. Valuation

The Seller requires a valuation of the property by way of either an AVM (defined below) or physical valuation based on full internal and external inspection ("**Physical Valuation**").

Where pre-defined eligibility criteria have been met (e.g. property type, LTV), automated valuation models ("**AVMs**") are used. Minimum confidence levels are required on any AVM. Where an acceptable AVM is not available a Physical Valuation is then automatically instructed.

When a full physical mortgage valuation report based upon internal and external inspection is required, it must be prepared by a Royal Institute of Chartered Surveyors ("**RICS**") qualified surveyor selected by the Seller's independent valuation panel manager in accordance with the RICS Red Book and the Seller's Guidance Notes to Valuers.

Valuations are instructed to and received back from the Seller's valuation panel manager automatically via the mortgage originations system.

The valuation report is then automatically assessed within the system against the Seller's lending policy rules using a valuation policy rule set. If a referral is required, the valuation report is referred to an underwriter to determine what action is necessary to resolve the issue identified by the valuer, which may include further investigative reports to help support a final decision.

In addition to the valuation of new house purchase and properties for re-mortgage loan applications described above, further advances may also be subject to a valuation process, based on age of valuation and LTV.

All aspects of valuation policy and the business rules applied are reviewed periodically. For the avoidance of doubt, there has been no revaluation of the Properties for the purpose of the Transaction, and the valuations quoted are as at the date of the original initial Loan origination.

2. Property types

The Seller applies business rules related to property type, location, purpose/use of property and tenure to determine the eligibility of properties to serve as security for loans.

The eligibility criteria for loans to be included in the Portfolio is restricted to properties used as residential property for owner occupiers located throughout England, Wales, Northern Ireland and Scotland.

Property taken as security must be either freehold (excluding flats), leasehold or (in Scotland) heritable ownership. Commonhold properties or freehold flats are not accepted. In the case of a loan secured by a leasehold property, the Seller requires that the unexpired term of the lease be at least 50 years at the end of the agreed loan term and an absolute minimum unexpired lease term of 80 years at the inception of the loan.

3. Security

Each Loan is secured by a first ranking legal mortgage or, in Scotland, a first ranking standard security (a "**Mortgage**") over a freehold or long leasehold (usually at least 50 years longer than the mortgage term) residential property in England, Wales or Northern Ireland, or an owned residential property in Scotland (a "**Property**").

Only property of an acceptable standard of construction and intended for use wholly or partly as a principal place of residence is considered suitable security.

Properties under ten years old must have the benefit of NHBC or equivalent insurance.

Due to the increased property risk, and hence re-saleability in the event of repossession, the Seller deems the following types of property unacceptable as security:

- Commercial premises - either full or partial, including live/work units;
- High rise ex local authority flats (5 storeys or more);
- Flats with balcony access;
- Flats that are not self-contained or without independent access;
- Isolated rural properties with restricted access and limited services (defined for this purpose as no mains electricity or water);
- Bedsits;
- Static caravans;
- Park homes;
- House boats;
- Working farms;
- Purchase of Land;
- Entirely timber constructed properties i.e. log cabins;
- Pre-cast reinforced concrete construction (unless improved to building regulation standards and confirmed so by a Structural Engineer);
- Properties constructed with high-alumina cement or containing Mundic concrete;
- Flying freeholds > 15%;
- Grade I listed buildings;
- Self-build properties under construction;
- Partially built properties;
- Properties with no kitchen or bathroom - unless being installed by applicants
- Properties with a restricted occupancy clause, for example, can only be occupied for a maximum of 11 months in any one year;
- Timeshare accommodation;

- Properties where material environmental hazards are revealed by environmental searches;
- Properties where there is ongoing structural movement;
- Properties where saleability may be adversely affected by an unsatisfactory mining search;
- Properties excluded from full buildings insurance;
- Properties affected by planning restrictions or by local planning issues (apart from certain section 106 exceptions). Where a property is subject to a section 106 agreement, the Seller will consider, on the advice of the relevant conveyancer, the impact of any obligations or restrictions within the agreement on the Seller and where deemed necessary, require any concerns to be addressed which may include a requirement for a mortgagee exclusion clause or to obtain indemnity insurance;
- Properties liable to be subject to clearance or compulsory purchase order;
- Properties subject to 3rd party interest;
- Properties without an acceptable EWS1 (A1, A2 and B1) where applicable; and
- Any property deemed unsuitable security by the valuer.

Each Property offered as security will have been valued by either a qualified surveyor (RICS) assigned from a panel of valuation firms approved by the Seller or by an automated valuation model under which the valuation of the relevant Property was undertaken using Hometrack Data Systems Limited's automated valuation model.

As part of the standard terms and conditions of lending, the borrower is required to maintain buildings insurance covering against standard perils from completion and throughout the life of the mortgage.

4. Loan Amount

No Mortgage may exceed a maximum principal amount of £2,000,000 (including Further Advances).

5. Loan to value

The loan to value ratio ("**LTV**") is calculated by expressing the initial principal amount advanced at completion of the Mortgage as a percentage of the lower of the Seller's valuation of the Property and, in the instance of a purchase transaction, the purchase price.

The maximum LTV of each Mortgage at the date of completion is no more than 95 per cent (excluding product fees which may be added to the loan).

6. Term

Each Mortgage must have an initial term of between two and 40 years. The term of the loan is not permitted to be less than any fixed rate period associated with the mortgage product selected.

7. The Borrowers

The Borrowers must have been at least 18 years of age prior to completion of the Loan. A maximum number of two Borrowers are allowed to be parties to the Mortgage.

8. Credit History

Credit Search

A credit search is carried out on all applicants. Applications may be declined where an adverse credit history (for example, county court judgment, default or bankruptcy notice) is revealed.

Payment History

The Seller will review payment history by reviewing details from the Borrower's credit search. In some cases the Seller may seek to see the Borrower's mortgage statements to satisfy the Seller that the account has been properly conducted and that no history of material arrears exists.

9. Scorecard

The Seller uses an application scorecard to produce an overall credit score for the application that provides a quantitative measure of the probability of default of the loan. The Seller's generation 1 scorecard was developed using a combination of TransUnion data and experienced based judgements and was deployed in November 2016. This was replaced by a generation 2 scorecard in March 2021, this is a fully modelled scorecard built using a market-wide, representative mortgage data sample. Credit scoring applies statistical analysis to credit reference agency data and customer-provided data to assess the probability of a mortgage account defaulting. (Scorecard performance is typically monitored quarterly).

The Seller reserves the right to decline an application that has achieved a passing score. It is the Seller's policy to allow only properly mandated underwriters to accept an application that has not achieved a passing score. The Seller does have an appeals process if an applicant believes that his/her application has been unfairly declined.

On a case-by-case basis, and within approved limits as detailed in the Seller's lending criteria, the Seller acting as a Prudent Mortgage Lender may have determined that, based upon compensating factors, a prospective borrower that did not strictly qualify under its lending criteria at that time warranted an underwriting exception. The Seller may take into account compensating factors including, but not limited to, a low LTV ratio, stable employment and time in residence at the applicant's current residence.

The assessment of a borrower's creditworthiness is conducted in accordance with the lending criteria and, where appropriate, shall meet the requirements set out in MCOB.

Exceptions to the Lending Criteria

Exceptions to the Lending Criteria may only be made by authorised mandate holders ("**Mandate Holders**"). Within their individual mandate, the Seller's Mandate Holders may make any exception to the Lending Criteria provided that such exception (i) is within their mandated lending authority (varies by mandate level) (ii) is in line with prudent mortgage lending practices (iii) is within the Seller's appetite for exceptions and (iv) is fully documented on the case.

Changes to the Lending Criteria

The Seller may vary the Lending Criteria from time to time in the manner of a Prudent Mortgage Lender.

Any such changes over time have not affected the homogeneity (as determined in accordance with SECN 2.2.9R) of the Loans comprising the Portfolio. Any material change to the Lending Criteria after the date of this Prospectus which would (A) affect the homogeneity (as determined in accordance with SECN 2.2.9R) of the Loans comprising the Portfolio, or which would (B) materially affect the overall credit risk or the expected average performance of the Portfolio will (to the extent such change affects the Loans included in the Portfolio from time to time) be disclosed (along with an explanation of the rationale for such changes being made) to investors by the Seller without undue delay.

In addition investors should be aware that the Lending Criteria apply to all mortgage loans, including those originated by the Seller which are not included in the Provisional Portfolio. For further information on the Loans to be sold to the Issuer, please refer to the Loan Warranties as set out in the section headed "*Summary of the Key Transaction Documents – Mortgage Sale Agreement*".

Servicing of the Portfolio

The Servicer will be required from the Closing Date to service the Portfolio as an agent of the Issuer and the Security Trustee and, where applicable, the Seller under and in accordance with the terms of the Servicing Agreement. The duties of the Servicer will include, among other things:

- operating the Collection Account and ensuring that payments are made into and from the Collection Account in accordance with the Servicing Agreement;
- operating or giving instructions to the Santander Account Bank in relation to the Santander Transaction Account, to the Citi Account Bank in relation to the Citi Transaction Account and each Swap Collateral Cash Account and to the Custodian in relation to the Securities Custody Account;
- notifying the Borrowers of any change in their Monthly Instalments;
- providing a redemption statement upon the request of a Borrower or the Borrower's solicitor or licensed or qualified conveyancer;
- taking all reasonable steps to recover all sums due to the Issuer, including by the institution of proceedings and/or the enforcement of any Mortgage or any Related Security; and
- taking all action and doing all things which it would be reasonable to expect a Reasonable, Prudent Residential Mortgage Servicer to do in administering its mortgages.

"**Collection Account**" means the account held in the name of the Seller with the Collection Account Bank, and into which amounts received in respect of the Loans and their Related Security in the Portfolio shall be paid, and any other replacement or additional collection account of the Seller into which amounts are received in respect of the Loans and their Related Security in the Portfolio.

"**Collections**" means Revenue Receipts and Redemption Receipts.

Arrears and Default Procedures

Delinquency and default of debtors, debt restructuring, debt forgiveness, forbearance, losses, charge offs, recoveries and other asset performance remedies and actions are defined in accordance with the collections and recovery policy and default and write-off policy applied by the Seller from time to time

to loans and the security for their repayment which are beneficially owned solely by the Seller as it applies to the Loans from time to time.

Capitalising Arrears

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 (other than Arrears of principal) in respect of such Loan to the Current Balance of such Loan and allowing that amount to be cleared over the remaining term of such Loan.

The Servicer shall assess and service any Capitalisation in accordance with the capitalisation provisions in the Servicer's Collections and Recovery Policy and Procedures relating to the capitalisation of Arrears, as such policy and procedures apply to all loans serviced by the Servicer from time to time (including the Loans) (the "**Collections Policy**"). As at the date of this Prospectus, the Collections Policy contains the following features:

(a) Capitalisation will only be considered as a treatment when:

  (i) the Servicer understands the relevant Borrower's financial and personal circumstances;

  (ii) long term affordability has been explored with the relevant Borrower;

  (iii) all other treatments have been appropriately explored or exhausted with the relevant Borrower;

  (iv) it is deemed by the relevant Borrower to be in its best interest; and

  (v) the relevant Borrower has completed an income and expenditure assessment.

(b) The risks and implications associated with Capitalisation will be clearly articulated to the Borrower prior to capitalising their Arrears. The Borrower may be advised to seek independent advice before deciding if Capitalisation is the right option for them, although neither the Servicer nor the Seller require the Borrower to seek such advice.

(c) Capitalisation will not be applied automatically.

(d) In order to be eligible for Capitalisation:

  (i) the relevant Borrower should have maintained its contractual monthly payments for a minimum of 6 consecutive months and have demonstrated an ability to maintain the higher payments due as a result of the Capitalisation; and

  (ii) the relevant Borrower must not have had any Arrears capitalised in the preceding 12 months.

The Servicer may update the Collections Policy from time to time in accordance with the standards of a Reasonable, Prudent Residential Mortgage Servicer. In so doing the Servicer shall adhere to the then current regulatory requirements imposed by and/or guidance issued by, without limitation, the FCA and the Consumer Credit Act 1974 ("**CCA**").

"**Arrears**" means as at any date in respect of any Loan, all amounts currently due and payable on that Loan which remain unpaid on that date, provided that such overdue amounts equal, in aggregate, one or more full Monthly Instalments.

Arrears policy

The Seller has detailed Collections and Recoveries Policy and Procedures in place to detail the approach taken to arrears management including borrower contact strategy, governance processes, actions taken at each stage of the collections lifecycle, borrower scoring and segmentation, affordability assessments, arrears treatments and forbearance solutions, litigation and repossession, management information and mandates. These policies and procedures are aligned to all required regulation including MCOB.

The high-level management process for mortgage borrowers in financial difficulties or arrears is covered in the following sections:

(a) Pre-delinquency

Borrowers who are currently up to date with their mortgage payments but are showing signs of potential financial difficulties based on Credit Reference Agency data or perceived current/future loan affordability challenges are proactively contacted to allow the Seller to understand the borrower's circumstances, conduct a full affordability assessment (where appropriate) and if required provide borrowers with support or sign post borrowers to independent providers of debt advice.

(b) Collections, Restructuring and Forbearance.

Any missed payment will result in a borrower entering the collections process. A number of contact methods are utilised to achieve borrower engagement with the aim to fully understand the borrower's circumstances and agree a sustainable and affordable forbearance solution. A range of forbearance solutions are available, and the most appropriate solution will be determined by the borrower's personal and financial circumstances.

Forbearance solutions include but are not limited to:

- overpayment arrangements to pay;
- concessionary arrangements to pay;
- term extensions;
- temporary periods of interest only;
- reduced interest rate;
- debt forgiveness;
- referrals to independent debt advice and government schemes; and
- assisted sales.

Arrangements to pay are reviewed regularly with borrowers, and the Seller does not alter an agreed plan until such plan is reviewed with the borrower, unless the borrower requests a change or there is a significant change in circumstances. Collections and forbearance performance are monitored closely and reported appropriately via the Seller's Risk Committee Structure. A mandate structure is in place which strikes an appropriate balance between empowering front-line colleagues to deal effectively with borrowers in financial difficulty, whilst ensuring those cases requiring more complex forbearance solutions are referred appropriately.

(c) Litigation

In cases where it is evident that a borrower can no longer afford to meet their obligations, and there is no prospect of resolving the situation via a sustainable forbearance solution, then repossession action may be taken as a last resort. The Seller has policies, procedures and relationships in place to commence litigation action that abides by all regulations and protocols. Accounts must meet certain criteria before litigation will be considered and all cases requiring litigation must be authorised by an appropriate mandate holder. Borrowers will be informed that they will be liable for all solicitor and court costs incurred as part of the repossession proceedings and sale process. For all jurisdictions litigation is conducted by a law firm who act as the Seller's collections partner. Borrower rehabilitation attempts will continue throughout the litigation process and forbearance solutions will continue to be available to borrowers as repossession remains a last resort throughout.

(d) Possession Sales

Following the repossession of a property via court proceedings, the voluntary surrender of the property, or a property being abandoned by a borrower, the property is secured and marketed by an asset manager who in turn instruct property maintenance companies and selling agents. The Seller oversees all of this activity to ensure sales are conducted in a timely manner while also achieving the best price possible in prevailing market conditions. The auction of a property will only be considered as a last resort where it is believed to be the most appropriate means of disposal to obtain the best possible sale price in a timely manner.

(e) Shortfall Recoveries

If a shortfall is crystallised on the sale of the property the Seller will inform the borrower of the amount of the mortgage shortfall debt as soon as possible and, where relevant, the decision to recover the debt. The Seller will grant the borrower a reasonable amount of time to re-establish their financial situation before pursuing payment of the shortfall debt. Any arrangement to repay this shortfall will be sustainable and affordable based on the borrower's financial circumstances. If appropriate sale of shortfall debts may also be considered with the borrower informed suitably at all stages.

Enforcement Procedures

The Seller 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 Seller in many circumstances. These procedures, as from time to time varied in accordance with the practice of a Reasonable, Prudent Residential Mortgage Servicer or with the consent of, *inter alia*, the Issuer and the Security Trustee, are required to be used by the Seller in respect of arrears arising on the Loans.

"**Reasonable, Prudent Residential Mortgage Servicer**" means a reasonable prudent residential mortgage servicer, having the same or similar business model as the Seller, who is servicing residential mortgage loans and their collateral security in respect of residential property in England, Wales, Northern Ireland or Scotland and which have in all material respects the same or similar characteristics to the Portfolio and are originated, administered and held to maturity to lending standards, lending criteria and procedures as ought to have been applied in relation to the Portfolio or, if the relevant context relates to a specific Loan, as ought to have been applied in relation to such Loan.

In order to realise its security in respect of a Property, the relevant mortgagee or heritable creditor (be it the legal owner (the Seller), the equitable or, as the case may be, the beneficial owner (the Issuer), the Security Trustee or its appointee (if the Security Trustee has taken enforcement action against the

Issuer)) will need to obtain possession. There are two means of obtaining possession for this purpose: first, by taking physical possession (seldom done in practice), and, second, by obtaining a court order or decree.

If a mortgagee or, as applicable, heritable creditor takes physical possession, it will, as mortgagee or, as applicable, heritable creditor in possession, have an obligation to account to the Borrower for the income obtained from the Property, be liable for any damage to the Property, have a limited liability to repair the Property and, in certain circumstances, may be obliged to make improvements.

Actions for possession are regulated by statute and the courts have certain powers to adjourn possession proceedings, to stay any possession order or postpone the date for delivery of possession. The court will exercise such powers in favour of a Borrower, broadly, where it appears to the court that such Borrower is likely to be able, within a reasonable period, to pay any sums due under the loan or to remedy any default consisting of a breach of any other obligation arising under or by virtue of the loan and/or mortgage or standard security.

The court has a very wide discretion and may adopt a sympathetic attitude towards a Borrower faced with eviction. If a possession order or decree in favour of the relevant mortgagee or, as applicable, heritable creditor is granted, it may be suspended to allow the Borrower more time to pay. Once possession of the Property has been obtained, the relevant mortgagee or, as applicable, heritable creditor has a duty to the Borrower to take reasonable care to obtain a proper price for the Property. Any failure to do so will put the relevant mortgagee or, as applicable, heritable creditor at risk of an action for breach of such duty by the Borrower, although it is for the Borrower to prove breach of such duty. There is also a risk that a Borrower may also take court action to force the relevant mortgagee or, as applicable, heritable creditor to sell the Property within a reasonable time.

The net proceeds of the sale of the Property are applied against the sums owed by the relevant Borrower to the extent necessary to discharge the relevant Mortgage including any accumulated fees and interest. Any amounts owed by the Borrower not covered by the net proceeds of sale will be written off and the account closed. However, the Borrower is still liable for any deficit left over after the Property is sold and the Servicer attempts to recover as much of this deficit as possible from the Borrower. The Servicer makes sure the estimated losses from repossessed Properties are realistic by getting an independent valuation on each Property, as well as the estimated cost of selling it.

Insurance Contracts

Buildings Insurance

Buildings insurance at the date of completion of the relevant Loan is confirmed by the relevant conveyancer in accordance with the UK Finance Mortgage Lenders' Handbook of 1 July 2017 (as amended, amended and restated, supplemented, or replaced from time to time); the relevant conveyancer is required to make reasonable enquiries that the buildings insurance has been obtained and, in submitting their Certificate of Title to the Seller, has confirmed that this requirement has been satisfied.

CHARACTERISTICS OF THE PROVISIONAL PORTFOLIO

The statistical and other information contained in this Prospectus (including the tables below) has been compiled by reference to loans originated by the Seller in a provisional portfolio (the "**Provisional Portfolio**") and extracted from the systems of the Seller on the Portfolio Reference Date.

As at the Portfolio Reference Date, the Provisional Portfolio was comprised of 1,942 loans originated by the Seller between 2017 and 2024 and secured over properties located in England, Wales, Northern Ireland and Scotland. The aggregate Current Balance of the loans in the Provisional Portfolio as at the Portfolio Reference Date was £341,283,271. The Properties over which the loans in the Provisional Portfolio are secured have not been revalued for the purposes of the issue of the Notes. The characteristics of the Portfolio will vary from those set out in the tables in this Prospectus as a result of, *inter alia*, (a) repayments and redemptions of loans, (b) the removal of any loans from the Portfolio on a randomly selected basis up to and including the Cut-Off Date, (c) the removal of any loans from the Portfolio that do not comply with the Loan Warranties as at the Closing Date, and (d) the removal of loans that may trigger a repurchase obligation (i.e. in respect of Product Switches and Further Advances) shortly after the Closing Date. 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 Redemption Receipts. Except as otherwise indicated, these tables have been prepared using the Current 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.

The Seller has not provided any assurance that there will be no material change in the characteristics of the Portfolio between the Portfolio Reference Date and the Closing Date.

Summary table of the Provisional Portfolio as at the Portfolio Reference Date

Summary Characteristics	**Full Pool**
Portfolio Reference Date	30 November 2024
Current Balance (£)	341,283,271
No. of Accounts	1,942
Average Current Balance (£)	175,738
First Legal Mortgage / First Ranking Standard Security (%)	100%
Weighted Average Original Loan to Value Ratio (%)	80.00%
Weighted Average Current Loan to Value Ratio (%)	75.31%
Weighted Average Indexed Current Loan to Value Ratio (%)	70.35%
Maximum Indexed Current Loan to Value Ratio (%)	90.15%
Weighted Average Interest Rate (%)	4.34%
Fixed Rate Reverting to SVR (%)	100%
Repayment Loans (%)	100%
Weighted Average Seasoning (months)	25.29
Weighted Average Term To Maturity (Years)	26.98
30+ Days in Arrears (%)	0.00%
London & South East (%)	23.12%
Full Property Valuation (%)	58.61%
Self Employed (%)	8.00%
Owner Occupied (%)	100.00%
Holiday/Second Home(%)	0.00%
First Time Buyer (%)	30.00%
Home Purchase Loans (%)	56.45%
Refinance Loans (%)	43.55%
Help to Buy (%)	0.00%

Current Balances

The following table shows the distribution of Loans by their Current Balance as determined in respect of each Loan on the Portfolio Reference Date.

Current Balance (£)	Current Balance (£)	% by Current Balance (%)	Number of Loans	% of Loans (%)
£0k < Current Balance <= £50k	1,429,984	0.42	35	1.80
£50k < Current Balance <= £100k	32,421,746	9.50	395	20.34
£100k < Current Balance <= £150k	71,939,320	21.08	584	30.07
£150k < Current Balance <= £200k	65,305,229	19.14	379	19.52
£200k < Current Balance <= £250k	50,460,969	14.79	226	11.64
£250k < Current Balance <= £300k	28,888,229	8.46	106	5.46
£300k < Current Balance <= £350k	22,983,036	6.73	71	3.66
£350k < Current Balance <= £400k	21,199,173	6.21	57	2.94
£400k < Current Balance <= £450k	10,414,311	3.05	25	1.29
£450k < Current Balance <= £500k	12,892,603	3.78	27	1.39
£500k < Current Balance <= £750k	18,199,885	5.33	31	1.60
£750k < Current Balance <= £1000k	5,148,785	1.51	6	0.31
Totals.....	**341,283,271**	**100.00**	**1,942**	**100.00**

The minimum, maximum and average Current Balance of the Loans as of the Portfolio Reference Date is £18,542.26, £971,329.29 and £175,738.04, respectively.

Original Loan to Value Ratios

The following table shows the range of "**Original Loan to Value Ratios**", which express the original balance of each Loan as at the Portfolio Reference Date divided by the original valuation of the Property securing that Loan.

Original Loan to Value Ratios (%)	Current Balance (£)	% by Current Balance (%)	Number of Loans	% of Loans (%)
0% < OLTV <= 55%	18,607,192	5.45	144	7.42
55% < OLTV <= 60%	6,316,477	1.85	41	2.11
60% < OLTV <= 65%	6,744,996	1.98	48	2.47
65% < OLTV <= 70%	12,235,078	3.59	75	3.86
70% < OLTV <= 75%	22,258,474	6.52	126	6.49
75% < OLTV <= 80%	48,904,894	14.33	272	14.01
80% < OLTV <= 85%	99,733,836	29.22	522	26.88
85% < OLTV <= 90%	110,857,670	32.48	616	31.72
90% < OLTV <= 95%	15,624,653	4.58	98	5.05
Totals.....	**341,283,271**	**100.00**	**1,942**	**100.00**

The minimum, maximum and weighted average Loan to Value Ratio at origination of the Loans as of the Portfolio Reference Date is 9.34%, 95.00% and 80.00%, respectively.

Current Loan to Value Ratios

The following table shows the range of "**Current Loan to Value Ratios**" or "**CLTV Ratios**", which are calculated by dividing the Current Balance of a Loan as at the Portfolio Reference Date by the original valuation of the Property securing that Loan.

Current Loan to Value Ratios (%)	Current Balance (£)	% by Current Balance (%)	Number of Loans	% of Loans (%)
0% < CLTV <= 55%	28,456,059	8.34	227	11.69
55% < CLTV <= 60%	7,809,807	2.29	60	3.09
60% < CLTV <= 65%	14,422,628	4.23	90	4.63
65% < CLTV <= 70%	18,751,699	5.49	128	6.59
70% < CLTV <= 75%	40,053,968	11.74	220	11.33
75% < CLTV <= 80%	80,764,097	23.66	429	22.09
80% < CLTV <= 85%	92,130,065	27.00	490	25.23
85% < CLTV <= 90%	58,894,948	17.26	298	15.35
90% < CLTV <= 95%	-	0.00	0	0.00
Totals.....	**341,283,271**	**100.00**	**1,942**	**100.00**

The minimum, maximum and weighted average Current Loan to Value Ratio of the Loans as of the Portfolio Reference Date is 5.48%, 87.92% and 75.31%, respectively.

Geographical distribution

The following table shows the regional distribution of Properties securing the Loans throughout England, Wales, Northern Ireland and Scotland (the region of a Property in respect of a Loan determined as at the Portfolio Reference Date of such Loan).

Region	Current Balance (£)	% by Current Balance (%)	Number of Loans	% of Loans (%)
North East	18,722,863	5.49	150	7.72
North West	35,305,451	10.34	252	12.98
Yorkshire and the Humber	33,559,534	9.83	228	11.74
East Midlands	21,860,301	6.41	143	7.36
West Midlands	25,460,798	7.46	143	7.36
East of England	30,825,337	9.03	133	6.85
London	35,311,184	10.35	103	5.30
South East	43,587,115	12.77	169	8.70
South West	30,863,460	9.04	149	7.67
Wales	13,192,517	3.87	91	4.69
Scotland	43,705,194	12.81	306	15.76
Northern Ireland	8,889,517	2.60	75	3.86
Totals.....	**341,283,271**	**100.00**	**1,942**	**100.00**

Year of origination

The following table shows the distribution of Loans by year of origination.

Original Date	Current Balance (£)	% by Current Balance (%)	Number of Loans	% of Loans (%)
2017	3,859,683	1.13	29	1.49
2018	26,966,787	7.90	223	11.48
2019	12,830,998	3.76	110	5.66
2020	2,224,898	0.65	13	0.67
2021	27,492,724	8.06	153	7.88
2022	90,970,806	26.66	476	24.51
2023	55,753,133	16.34	306	15.76
2024	121,184,244	35.51	632	32.54
Totals.....	**341,283,271**	**100.00**	**1,942**	**100.00**

Loan Term (in months)

The following table shows the original term of the Loans.

Loan Term	Current Balance (£)	% by Current Balance (%)	Number of Loans	% of Loans (%)
0 <= Loan Term <=179	5,787,565	1.70	62	3.19
180 <= Loan Term <=219	12,309,424	3.61	112	5.77
220 <= Loan Term <=259	23,514,485	6.89	161	8.29
260 <= Loan Term <=299	33,275,960	9.75	177	9.11
300 <= Loan Term <=339	74,516,933	21.83	437	22.50
340 <= Loan Term <=379	64,071,913	18.77	334	17.20
380 <= Loan Term <=419	40,741,583	11.94	210	10.81
420 <= Loan Term <=459	59,848,936	17.54	321	16.53
460 <= Loan Term <=499	27,216,472	7.97	128	6.59
500 > Loan Term	-	0.00%	0	0.00
Totals.....	**341,283,271**	**100.00**	**1,942**	**100.00**

The minimum, maximum and weighted average original term of the Loans as of the Portfolio Reference Date is 84, 480 and 350, respectively.

Years to maturity of Loans

The following table shows the distribution of Loans according to the number of years remaining until their maturity as at the Portfolio Reference Date.

Years to maturity	Current Balance (£)	% by Current Balance (%)	Number of Loans	% of Loans (%)
0 < Remaining Term <=10	5,502,692	1.61	70	3.60
10 < Remaining Term <=15	14,812,155	4.34	133	6.85
15 < Remaining Term <=20	40,517,657	11.87	279	14.37
20 < Remaining Term <=25	75,045,051	21.99	415	21.37
25 < Remaining Term <=30	85,317,915	25.00	447	23.02
30 < Remaining Term <=35	82,009,705	24.03	423	21.78
35 < Remaining Term <=40	38,078,096	11.16	175	9.01
Totals.....	**341,283,271**	**100.00**	**1,942**	**100.00**

The minimum, maximum and weighted average remaining term of the Loans as of the Portfolio Reference Date is 5.09, 39.87 and 26.98, respectively.

Current interest rate

The following table shows the distribution of Loans by applicable interest rate as at the Portfolio Reference Date.

Current Interest rate (%)	Current Balance (£)	% by Current Balance (%)	Number of Loans	% of Loans (%)
1% < Interest Rate <= 2%	15,678,431	4.59	60	3.09
2% < Interest Rate <= 3%	74,234,058	21.75	378	19.46
3% < Interest Rate <= 4%	15,836,986	4.64	87	4.48
4% < Interest Rate <= 5%	100,696,069	29.51	611	31.46
5% < Interest Rate <= 6%	127,289,336	37.30	756	38.93
6% < Interest Rate <= 7%	7,548,391	2.21	50	2.57
'otals.....	**341,283,271**	**100.00**	**1,942**	**100.00**

The minimum, maximum and weighted average current interest rate as of the Portfolio Reference Date is 1.34%, 6.79% and 4.34%, respectively.

Interest Reversion Date

The following table shows the distribution of interest reversion dates as at the Portfolio Reference Date.

Interest Reversion Date	Current Balance (£)	% by Current Balance (%)	Number of Loans	% of Loans (%)
Reversion Year = 2024	-	0.00	0	0.00
Reversion Year = 2025	2,561,776	0.75	17	0.88
Reversion Year = 2026	107,504,739	31.50	587	30.23
Reversion Year = 2027	106,464,844	31.20	553	28.48
Reversion Year = 2028	61,351,056	17.98	393	20.24
Reversion Year = 2029	63,400,856	18.58	392	20.19
Totals.....	**341,283,271**	**100.00**	**1,942**	**100.00**

Property Type

The following table shows the type of Property which secures the Loans as at the Portfolio Reference Date.

Property Type	Current Balance (£)	% by Current Balance (%)	Number of Loans	% of Loans (%)
House, Detached or Semi-Detached	194,519,778	57.00	1,000	51.49
Flat/Apartment	56,191,684	16.46	345	17.77
Bungalow	8,662,209	2.54	57	2.94
Terraced House	81,909,600	24.00	540	27.81
Totals.....	**341,283,271**	**100.00**	**1,942**	**100.00**

Origination Valuation Type

The following table shows the type of origination valuation applicable the Loans as at the Portfolio Reference Date.

Original Valuation Type	Current Balance (£)	% by Current Balance (%)	Number of Loans	% of Loans (%)
Full Property Valuation	200,043,052	58.61	1,112	57.26
AVM	141,240,220	41.39	830	42.74
Totals.....	**341,283,271**	**100.00**	**1,942**	**100.00**

Verification of data

Atom Bank has caused the data set out in this section to be externally verified by an appropriate and independent third party.

The Provisional Portfolio has been subject to an agreed upon procedures review to review amongst other things, (i) conformity of the Loans with the Loan Warranties (where applicable) and (ii) a sample of loans selected from the Provisional Portfolio conducted by a third-party and completed on or about 6 December 2024 with respect to the Provisional Portfolio in existence as of the Portfolio Reference Date. This independent third party has also performed agreed upon procedures in order to verify that the stratification tables disclosed in respect of the underlying exposures are accurate. No significant adverse findings arose from such review. The third party undertaking the review only has obligations to the parties to the engagement letters governing the performance of the agreed upon procedures subject to the limitations and exclusions contained therein.

Environmental performance of the Loans

Atom Bank utilises external third-party service provider to obtain environmental performance certificate (EPC) ratings of Properties securing the Loans in the Provisional Portfolio.

Where such information is available to Atom Bank, Atom Bank will disclose such information in accordance with its obligations under Article 7(1)(a) of Chapter 2 of the PRA Securitisation Rules, SECN 6.2.1R(1) and Article 7(1)(a) of the EU Securitisation Regulation.

Current EPC	Current Balance (£)	% by Current Balance (%)	Number of Loans	% of Loans (%)
A	1,484,568.86	0.43	7	0.36
B	51,653,788.75	15.14	243	12.51
C	92,523,688.70	27.11	558	28.73
D	126,304,550.83	37.01	718	36.97
E	33,343,188.44	9.77	201	10.35
F	5,544,238.12	1.62	35	1.80
G	367,827.55	0.11	3	0.15
ND	30,061,420.12	8.81	177	9.11
Totals.....	**341,283,271**	**100.00**	**1,942**	**100.00**

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 of this Prospectus headed "*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 specialist mortgage lenders in a quarter by the quarterly balance of mortgages outstanding for banks and building societies and other specialist mortgage lenders in the United Kingdom. These quarterly repayment rates were then annualised using standard methodology.

Year	Quarter	Industry CPR Rate for the Quarter (%)	12-month rolling average (%)
1999	March	12.68%	
	June	16.26%	
	September	17.92%	
	December	16.96%	
2000	March	13.76%	16.23%
	June	15.50%	16.04%
	September	16.09%	15.58%
	December	15.90%	15.31%
2001	March	15.60%	15.77%
	June	18.42%	16.50%
	September	20.19%	17.53%
	December	19.88%	18.52%
2002	March	18.73%	19.30%
	June	21.62%	20.10%

	September	23.80%	21.01%
	December	23.01%	21.79%
2003	March	20.96%	22.35%
	June	22.27%	22.51%
	September	23.72%	22.49%
	December	24.25%	22.80%
2004	March	20.75%	22.75%
	June	22.27%	22.75%
	September	23.15%	22.61%
	December	19.75%	21.48%
2005	March	17.12%	20.57%
	June	19.58%	19.90%
	September	22.63%	19.77%
	December	22.78%	20.53%
2006	March	20.54%	21.38%
	June	22.20%	22.04%
	September	23.13%	22.16%
	December	22.84%	22.18%
2007	March	21.36%	22.38%
	June	22.51%	22.46%
	September	22.72%	22.36%
	December	20.63%	21.81%
2008	March	18.73%	21.15%
	June	19.21%	20.32%
	September	17.31%	18.97%
	December	13.82%	17.27%
2009	March	11.08%	15.36%

	June	10.34%	13.14%
	September	11.29%	11.63%
	December	11.20%	10.98%
2010	March	9.70%	10.63%
	June	10.70%	10.72%
	September	11.17%	10.69%
	December	10.85%	10.60%
2011	March	9.88%	10.65%
	June	10.49%	10.60%
	September	11.80%	10.75%
	December	11.26%	10.86%
2012	March	10.41%	10.99%
	June	10.66%	11.03%
	September	11.00%	10.83%
	December	11.25%	10.83%
2013	March	10.89%	10.95%
	June	12.50%	11.41%
	September	14.11%	12.19%
	December	14.50%	13.00%
2014	March	13.20%	13.58%
	June	13.92%	13.93%
	September	14.85%	14.12%
	December	14.52%	14.12%
2015	March	13.20%	14.12%
	June	14.27%	14.21%
	September	15.48%	14.37%
	December	15.71%	14.67%

2016	March	15.44%	15.23%
	June	15.13%	15.44%
	September	15.95%	15.56%
	December	15.47%	15.50%
2017	March	14.99%	15.39%
	June	14.89%	15.33%
	September	16.15%	15.38%
	December	16.42%	15.61%
2018	March	15.25%	15.68%
	June	15.39%	15.80%
	September	16.85%	15.98%
	December	16.39%	15.97%
2019	March	14.80%	15.86%
	June	14.64%	15.67%
	September	15.36%	15.30%
	December	15.59%	15.09%
2020	March	14.46%	15.01%
	June	11.19%	14.15%
	September	12.95%	13.55%
	December	14.62%	13.31%
2021	March	15.54%	13.58%
	June	15.57%	14.67%
	September	14.38%	15.03%
	December	14.68%	15.04%
2022	March	14.48%	14.78%
	June	15.07%	14.65%
	September	15.93%	15.04%

	December	16.93%	15.60%
2023	March	14.20%	15.53%
	June	12.96%	15.00%
	September	14.40%	14.62%
	December	13.12%	13.67%
2024	March	12.75%	13.31%
	June	13.12%	13.35%
	September	13.29%	13.07%

Source: UK Finance

Repossession Rate

The table below sets out the repossession rate of residential properties in the United Kingdom since 1985.

Year	Repossessions (%)	Year	Repossessions (%)	Year	Repossessions (%)
1985	0.25	1998.....	0.30	2011	0.33
1986	0.30	1999.....	0.27	2012	0.30
1987	0.32	2000.....	0.20	2013	0.26
1988	0.22	2001.....	0.16	2014	0.19
1989	0.17	2002.....	0.11	2015	0.09
1990	0.17	2003.....	0.07	2016	0.07
1991	0.45	2004.....	0.07	2017	0.07
1992	0.76	2005.....	0.12	2018	0.06
1993	0.68	2006.....	0.18	2019	0.07
1994	0.56	2007.....	0.22	2020	0.02
1995	0.47	2008.....	0.34	2021	0.02
1996	0.46	2009.....	0.43	2022	0.04
1997	0.40	2010.....	0.34	2023	0.04

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	Year	House Price to Earnings Ratio
2000	5.51	2012	7.03
2001	5.66	2013	7.13
2002	6.37	2014	7.61
2003	7.14	2015	7.89
2004	7.66	2016	8.24
2005	7.86	2017	8.42
2006	8.09	2018	8.44
2007	8.47	2019	8.24
2008	7.81	2020	8.32
2009	7.13	2021	8.50
2010	7.37	2022	8.74
2011	7.09	2023	8.20

Source: UK Finance

House Price Index

The UK housing market has been through various economic cycles in the recent past, with year-to-year increases in the Housing Indices occurring in the late 1990s to the late 2000s and decreases occurring in the early 1990s and from 2008 to 2013.

Period		House price index	House price index annual % change
1995	Jan	68.1	0.74
	Feb	67.6	-0.59
	Mar	67.4	-0.88
	Apr	67.3	-0.74
	May	67.2	-0.74
	Jun	67.1	-0.89
	Jul	66.9	-1.33
	Aug	66.8	-1.62
	Sep	66.6	-2.35
	Oct	66.6	-2.77
	Nov	66.6	-3.06
	Dec	66.8	-2.62
1996	Jan	67.1	-1.47
	Feb	67.4	-0.30
	Mar	67.7	0.45
	Apr	67.8	0.74
	May	68.1	1.34
	Jun	68.4	1.94
	Jul	68.7	2.69
	Aug	69.1	3.44
	Sep	69.5	4.35
	Oct	69.9	4.95

Period		House price index	House price index annual % change
	Nov	70.2	5.41
	Dec	71	6.29
1997	Jan	71.8	7.00
	Feb	72.7	7.86
	Mar	73.3	8.27
	Apr	74	9.14
	May	74.7	9.69
	Jun	75.3	10.09
	Jul	75.7	10.19
	Aug	76.4	10.56
	Sep	76.9	10.65
	Oct	77.7	11.16
	Nov	78.2	11.40
	Dec	79.3	11.69
1998	Jan	80.4	11.98
	Feb	81.5	12.10
	Mar	82	11.87
	Apr	82.6	11.62
	May	82.9	10.98
	Jun	83.3	10.62
	Jul	83.7	10.57
	Aug	84.1	10.08
	Sep	84.5	9.88
	Oct	84.6	8.88
	Nov	84.7	8.31
	Dec	85.3	7.57
1999	Jan	86.1	7.09
	Feb	87.2	6.99
	Mar	87.8	7.07
	Apr	88.6	7.26
	May	89.3	7.72
	Jun	90.2	8.28
	Jul	91.3	9.08
	Aug	92.9	10.46
	Sep	94.4	11.72
	Oct	96	13.48
	Nov	96.8	14.29
	Dec	98.6	15.59
2000	Jan	100	16.14
	Feb	102.2	17.20
	Mar	103.6	18.00
	Apr	105.4	18.96
	May	106.2	18.92
	Jun	107.2	18.85
	Jul	108.2	18.51
	Aug	109.1	17.44
	Sep	109.9	16.42
	Oct	110.7	15.31
	Nov	111.3	14.98
	Dec	112.1	13.69
2001	Jan	112.8	12.80
	Feb	113.8	11.35

Period		House price index	House price index annual % change
	Mar	114.9	10.91
	Apr	116.1	10.15
	May	117.4	10.55
	Jun	118.4	10.45
	Jul	119.6	10.54
	Aug	120.8	10.72
	Sep	121.8	10.83
	Oct	122.6	10.75
	Nov	123.9	11.32
	Dec	125.4	11.86
2002	Jan	127.2	12.77
	Feb	129	13.36
	Mar	131.1	14.10
	Apr	133.3	14.81
	May	135.8	15.67
	Jun	138.4	16.89
	Jul	141.3	18.14
	Aug	143.9	19.12
	Sep	146.7	20.44
	Oct	149.2	21.70
	Nov	151.5	22.28
	Dec	153.9	22.73
2003	Jan	156.1	22.72
	Feb	157.9	22.40
	Mar	159.4	21.59
	Apr	160.8	20.63
	May	162	19.29
	Jun	162.8	17.63
	Jul	163.8	15.92
	Aug	165.3	14.87
	Sep	167.1	13.91
	Oct	169.4	13.54
	Nov	171.3	13.07
	Dec	173.1	12.48
2004	Jan	174.8	11.98
	Feb	177.1	12.16
	Mar	179.5	12.61
	Apr	181.7	13.00
	May	184.1	13.64
	Jun	186.3	14.43
	Jul	188.4	15.02
	Aug	190.5	15.25
	Sep	192.2	15.02
	Oct	194	14.52
	Nov	194.9	13.78
	Dec	195.8	13.11
2005	Jan	196.5	12.41
	Feb	197.6	11.58
	Mar	197.4	9.97
	Apr	197.5	8.70
	May	197	7.01
	Jun	197.6	6.07

Period		House price index	House price index annual % change
	Jul	197.7	4.94
	Aug	198	3.94
	Sep	198.6	3.33
	Oct	199.7	2.94
	Nov	200.6	2.92
	Dec	202.2	3.27
2006	Jan	203.2	3.41
	Feb	204.9	3.69
	Mar	206.1	4.41
	Apr	207.5	5.06
	May	208.4	5.79
	Jun	209.1	5.82
	Jul	210	6.22
	Aug	211.1	6.62
	Sep	212.9	7.20
	Oct	215	7.66
	Nov	216.8	8.08
	Dec	219.2	8.41
2007	Jan	221.1	8.81
	Feb	223.8	9.22
	Mar	225.1	9.22
	Apr	227.1	9.45
	May	228.3	9.55
	Jun	230.1	10.04
	Jul	230.9	9.95
	Aug	232.7	10.23
	Sep	234.5	10.15
	Oct	235.8	9.67
	Nov	235.4	8.58
	Dec	235.7	7.53
2008	Jan	236.2	6.83
	Feb	237.3	6.03
	Mar	236.7	5.15
	Apr	236.4	4.10
	May	235	2.93
	Jun	233.1	1.30
	Jul	229.6	-0.56
	Aug	226.5	-2.66
	Sep	222.6	-5.07
	Oct	218.5	-7.34
	Nov	213.6	-9.26
	Dec	210.4	-10.73
2009	Jan	208.6	-11.69
	Feb	207.3	-12.64
	Mar	205.7	-13.10
	Apr	204.9	-13.32
	May	205.6	-12.51
	Jun	206.9	-11.24
	Jul	208.7	-9.10
	Aug	211	-6.84
	Sep	213.8	-3.95
	Oct	216.3	-1.01

Period		House price index	House price index annual % change
	Nov	216.8	1.50
	Dec	221	5.04
2010	Jan	224.3	7.53
	Feb	228.1	10.03
	Mar	226.8	10.26
	Apr	226	10.30
	May	226.2	10.02
	Jun	227.1	9.76
	Jul	227.9	9.20
	Aug	228.6	8.34
	Sep	228.4	6.83
	Oct	227.5	5.18
	Nov	225.9	4.20
	Dec	226.1	2.31
2011	Jan	226.7	1.07
	Feb	228.4	0.13
	Mar	228.6	0.79
	Apr	226.3	0.13
	May	223.4	-1.24
	Jun	221.7	-2.38
	Jul	222.8	-2.24
	Aug	224.4	-1.84
	Sep	224.4	-1.75
	Oct	224.7	-1.23
	Nov	223.3	-1.15
	Dec	223.4	-1.19
2012	Jan	224	-1.19
	Feb	224.9	-1.53
	Mar	226.8	-0.79
	Apr	227.8	0.66
	May	230.1	3.00
	Jun	230	3.74
	Jul	229.8	3.14
	Aug	229.3	2.18
	Sep	229.5	2.27
	Oct	229.8	2.27
	Nov	229.7	2.87
	Dec	230.3	3.09
2013	Jan	231	3.13
	Feb	232.9	3.56
	Mar	233.9	3.13
	Apr	234.5	2.94
	May	234.5	1.91
	Jun	234.8	2.09
	Jul	235.7	2.57
	Aug	237.4	3.53
	Sep	239	4.14
	Oct	240.4	4.61
	Nov	241.4	5.09
	Dec	243.7	5.82
2014	Jan	247.1	6.97
	Feb	249.5	7.13

Period		House price index	House price index annual % change
	Mar	252	7.74
	Apr	253.3	8.02
	May	256	9.17
	Jun	258.2	9.97
	Jul	260	10.31
	Aug	262	10.36
	Sep	263.3	10.17
	Oct	264.2	9.90
	Nov	264	9.36
	Dec	264.3	8.45
2015	Jan	265.7	7.53
	Feb	266.8	6.93
	Mar	267.5	6.15
	Apr	268.1	5.84
	May	269.5	5.27
	Jun	271	4.96
	Jul	272.3	4.73
	Aug	274.9	4.92
	Sep	276.9	5.17
	Oct	279.6	5.83
	Nov	280	6.06
	Dec	282.1	6.73
2016	Jan	284.4	7.04
	Feb	290.5	8.88
	Mar	290.8	8.71
	Apr	290.8	8.47
	May	288.7	7.12
	Jun	289.7	6.90
	Jul	290.2	6.57
	Aug	291.1	5.89
	Sep	292.7	5.71
	Oct	295.5	5.69
	Nov	297.3	6.18
	Dec	299.7	6.24
2017	Jan	302.1	6.22
	Feb	303.8	4.58
	Mar	305.3	4.99
	Apr	305.1	4.92
	May	305	5.65
	Jun	303.7	4.83
	Jul	303.6	4.62
	Aug	304	4.43
	Sep	306	4.54
	Oct	307.4	4.03
	Nov	308.6	3.80
	Dec	310.8	3.70
2018	Jan	313.3	3.71
	Feb	315	3.69
	Mar	314.2	2.92
	Apr	312.2	2.33
	May	310.6	1.84
	Jun	310.2	2.14

Period		House price index	House price index annual % change
	Jul	309.5	1.94
	Aug	310.4	2.11
	Sep	310.7	1.54
	Oct	312.7	1.72
	Nov	311.5	0.94
	Dec	312	0.39
2019	Jan	312.3	-0.32
	Feb	313.9	-0.35
	Mar	313.2	-0.32
	Apr	312.4	0.06
	May	312.5	0.61
	Jun	312.4	0.71
	Jul	311.7	0.71
	Aug	311.5	0.35
	Sep	313.2	0.80
	Oct	315.4	0.86
	Nov	316.6	1.64
	Dec	317.7	1.83
2020	Jan	319.4	2.27
	Feb	322.1	2.61
	Mar	322.2	2.87
	Apr	319.1	2.14
	May	316.5	1.28
	Jun	317.1	1.50
	Jul	321.4	3.11
	Aug	326.8	4.91
	Sep	331.5	5.84
	Oct	336.7	6.75
	Nov	339.4	7.20
	Dec	344.2	8.34
2021	Jan	347	8.64
	Feb	352.7	9.50
	Mar	347.9	7.98
	Apr	344.1	7.83
	May	346.4	9.45
	Jun	342.6	8.04
	Jul	343.7	6.94
	Aug	339.2	3.79
	Sep	348.7	5.19
	Oct	354.6	5.32
	Nov	356.6	5.07
	Dec	363.3	5.55
2022	Jan	367.4	5.88
	Feb	372.8	5.70
	Mar	373.2	7.27
	Apr	373.6	8.57
	May	373	7.68
	Jun	374.1	9.19
	Jul	377.1	9.72
	Aug	381.5	12.47
	Sep	384.5	10.27
	Oct	385.8	8.80

Period		House price index	House price index annual % change
	Nov	384.1	7.71
	Dec	383.8	5.64
2023	Jan	383.6	4.41
	Feb	383.1	2.76
	Mar	380.8	2.04
	Apr	377.1	0.94
	May	375	0.54
	Jun	372.7	-0.37
	Jul	372	-1.35
	Aug	372.3	-2.41
	Sep	372.7	-3.07
	Oct	372.3	-3.50
	Nov	369.3	-3.85
	Dec	369.5	-3.73
2024	Jan	370.3	-3.47
	Feb	372.2	-2.85
	Mar	370.7	-2.65
	Apr	369.7	-1.96
	May	368.9	-1.63
	Jun	366.8	-1.58
	Jul	364.4	-2.04
	Aug	362.6	-2.61

Source: UK Finance

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INFORMATION ON THE STANDARD VARIABLE RATES

The below table provides information on how the Standard Variable Rate has changed each month since 4 August 2016, as compared to each of SONIA (not compounded) and the Bank of England Base Rate at the relevant time, in order to allow an assessment of the Standard Variable Rate in relation to other market rates.

"**SONIA**" means the Sterling Overnight Index Average (not compounded) at the relevant date.

"**Bank of England Base Rate**" means the base rate quoted by the Bank of England at the relevant date.

Date	Atom Bank SVR	Bank of England Base Rate	SONIA (not compounded)
Aug-16	3.75%	0.25%	0.46%
Sep-16	3.75%	0.25%	0.21%
Oct-16	3.75%	0.25%	0.21%
Nov-16	3.75%	0.25%	0.21%
Dec-16	3.75%	0.25%	0.21%
Jan-17	3.75%	0.25%	0.22%
Feb-17	3.75%	0.25%	0.21%
Mar-17	3.75%	0.25%	0.21%
Apr-17	3.75%	0.25%	0.21%
May-17	3.75%	0.25%	0.21%
Jun-17	3.75%	0.25%	0.21%
Jul-17	3.75%	0.25%	0.21%
Aug-17	3.75%	0.25%	0.21%
Sep-17	3.75%	0.25%	0.21%
Oct-17	3.75%	0.25%	0.21%
Nov-17	3.75%	0.50%	0.21%
Dec-17	3.75%	0.50%	0.47%
Jan-18	3.75%	0.50%	0.46%
Feb-18	3.75%	0.50%	0.46%
Mar-18	3.75%	0.50%	0.46%
Apr-18	3.75%	0.50%	0.47%
May-18	3.75%	0.50%	0.45%
Jun-18	3.75%	0.50%	0.45%
Jul-18	3.75%	0.50%	0.45%
Aug-18	3.75%	0.75%	0.45%
Sep-18	3.75%	0.75%	0.70%
Oct-18	4.00%	0.75%	0.70%
Nov-18	4.00%	0.75%	0.70%
Dec-18	4.00%	0.75%	0.70%
Jan-19	4.00%	0.75%	0.70%

Feb-19	4.00%	0.75%	0.70%
Mar-19	4.00%	0.75%	0.71%
Apr-19	4.00%	0.75%	0.71%
May-19	4.00%	0.75%	0.71%
Jun-19	4.00%	0.75%	0.71%
Jul-19	4.00%	0.75%	0.71%
Aug-19	4.00%	0.75%	0.71%
Sep-19	4.00%	0.75%	0.71%
Oct-19	4.00%	0.75%	0.71%
Nov-19	4.00%	0.75%	0.71%
Dec-19	4.00%	0.75%	0.71%
Jan-20	4.00%	0.75%	0.71%
Feb-20	4.00%	0.75%	0.71%
Mar-20	4.00%	0.10%	0.71%
Apr-20	3.50%	0.10%	0.07%
May-20	3.50%	0.10%	0.07%
Jun-20	3.50%	0.10%	0.07%
Jul-20	3.50%	0.10%	0.06%
Aug-20	3.50%	0.10%	0.06%
Sep-20	3.50%	0.10%	0.06%
Oct-20	3.50%	0.10%	0.05%
Nov-20	3.50%	0.10%	0.05%
Dec-20	3.50%	0.10%	0.05%
Jan-21	3.50%	0.10%	0.05%
Feb-21	3.50%	0.10%	0.05%
Mar-21	3.50%	0.10%	0.05%
Apr-21	3.50%	0.10%	0.05%
May-21	3.50%	0.10%	0.05%
Jun-21	3.50%	0.10%	0.05%
Jul-21	3.50%	0.10%	0.05%
Aug-21	3.50%	0.10%	0.05%
Sep-21	3.50%	0.10%	0.05%
Oct-21	3.50%	0.10%	0.05%
Nov-21	3.50%	0.10%	0.05%
Dec-21	3.50%	0.25%	0.05%
Jan-22	3.50%	0.25%	0.19%
Feb-22	3.65%	0.50%	0.20%
Mar-22	3.90%	0.75%	0.45%
Apr-22	4.15%	0.75%	0.69%
May-22	4.15%	1.00%	0.69%
Jun-22	4.40%	1.25%	0.94%

Jul-22	4.65%	1.25%	1.19%
Aug-22	4.65%	1.75%	1.19%
Sep-22	5.15%	2.25%	1.69%
Oct-22	5.15%	2.25%	2.19%
Nov-22	5.65%	3.00%	2.19%
Dec-22	6.40%	3.50%	2.93%
Jan-23	6.40%	3.50%	3.43%
Feb-23	6.90%	4.00%	3.43%
Mar-23	6.90%	4.25%	3.93%
Apr-23	6.90%	4.25%	4.18%
May-23	6.90%	4.50%	4.43%
Jun-23	6.90%	5.00%	4.43%
Jul-23	6.99%	5.00%	4.93%
Aug-23	6.99%	5.25%	4.93%
Sep-23	7.14%	5.25%	5.19%
Oct-23	7.14%	5.25%	5.19%
Nov-23	7.14%	5.25%	5.19%
Dec-23	7.14%	5.25%	5.19%
Jan-24	7.14%	5.25%	5.19%
Feb-24	7.14%	5.25%	5.19%
Mar-24	7.14%	5.25%	5.19%
Apr-24	7.14%	5.25%	5.19%
May-24	7.14%	5.25%	5.20%
Jun-24	7.14%	5.25%	5.20%
Jul-24	7.14%	5.25%	5.20%
Aug-24	7.14%	5.00%	4.95%
Sep-24	6.99%	5.00%	4.95%
Oct-24	6.99%	5.00%	4.95%
Nov-24	6.99%	4.75%	4.70%
Dec-24	6.99%	4.75%	4.70%

Source: Atom Bank plc and Bank of England

SUMMARY OF THE KEY TRANSACTION DOCUMENTS

Mortgage Sale Agreement

Under a mortgage sale agreement entered into on or around the Closing Date between, among others, the Seller, the Issuer, the Security Trustee and the Servicer (the "**Mortgage Sale Agreement**"), on the Closing Date the Seller shall (in consideration for payment of the Initial Consideration and the Deferred Consideration):

(a) sell to the Issuer pursuant to the Mortgage Sale Agreement certain English and Welsh residential mortgage loans each secured by an English Mortgage and, where applicable, other Related Security (the "**English Loans**");

(b) sell to the Issuer pursuant to the Mortgage Sale Agreement certain Northern Irish residential mortgage loans each secured by a Northern Irish Mortgage and, where applicable, other Related Security (the "**Northern Irish Loans**"); and

(c) sell to the Issuer pursuant to the Mortgage Sale Agreement certain Scottish residential mortgage loans each secured by a Scottish Mortgage and, where applicable, other Related Security (the "**Scottish Loans**") to be held on trust under a Scottish Declaration of Trust for the benefit of the Issuer.

The English Loans, the Northern Irish Loans and their Related Security comprised in the Portfolio will be assigned by way of equitable assignment to the Issuer while the Scottish Loans and their Related Security comprised in the Portfolio will be held on trust by the Seller for the Issuer under a Scottish Declaration of Trust dated the Closing Date, in each case referred to as the "**sale**" by the Seller to the Issuer of the Loans and Related Security. The Loans and Related Security and all monies derived therefrom from time to time are referred to herein as the "**Portfolio**".

The consideration due to the Seller in respect of the sale of the Portfolio shall be:

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

(b) ongoing payment by the Issuer of the Deferred Consideration to the Seller in accordance with the Mortgage Sale Agreement

"**Deferred Consideration**" means any payments made at item (p) of the Pre-Enforcement Revenue Priority of Payments, or (as relevant) item (k) of the Post-Enforcement Priority of Payments.

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 from (but excluding) the Cut-Off Date to (but excluding) the Closing Date.

The Portfolio does not contain transferable securities as defined in point (44) of Article 4(1) of Directive 2014/65/EU and point (24) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA, derivative instruments or securitisation positions.

Title to the Mortgages, Registration and Notifications

The completion of the transfer, or, in the case of Scottish Loans and their Related Security, assignation, of the Loans and their Related Security (and, where appropriate, their registration or recording) to the Issuer is, save in the limited circumstances referred to below, deferred. Legal title to the Loans and their Related Security therefore remains with the Seller until the occurrence of a Perfection Event.

Notice of the sale of the Loans and their Related Security to the Issuer will not be given to any Borrower until the occurrence of a Perfection Event.

The transfers to the Issuer will be completed by or on behalf of the Seller on or before the 20th Business Day after any of the following Perfection Events occurs:

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

(b) it becoming necessary by law to do any or all of the acts referred to in paragraph (a) above; or

(c) the Seller is in breach of its material obligations under the Mortgage Sale Agreement, but only if such breach, where capable of remedy, is not remedied within 90 calendar days provided further that (A) this provision shall not apply if none of the then outstanding Notes are UK STS compliant; and (B) this provision shall be subject to such amendment as the Seller may require so long as the Seller delivers a certificate to the Note Trustee that the amendment of such provision does not impact the designation as a 'simple, transparent and standardised' securitisation (within the meaning of the UK Securitisation Framework) in respect of any Class of Notes then outstanding which are intended to satisfy the UK STS requirements; or

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

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

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

(g) the Seller determines, as at any date, that its CET1 Ratio has fallen below 7 per cent., where "**CET1 Ratio**" means 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, "**Common Equity Tier 1**" means, as at any date, 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 and "**Risk Weighted Assets**" means, as at any date, 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; or

(h) it becoming unlawful in any applicable jurisdiction for the Seller to hold legal title in respect of any Loan or its Related Security in the Portfolio,

(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 compromise** or arrangement with its creditors); or

(b) the relevant entity stops or threatens to stop payment to its creditors generally or the relevant entity ceases or threatens to cease to carry on its business or substantially the whole of its business; or

(c) an encumbrancer takes possession or a Receiver is appointed to the whole or any material part of the undertaking, property and assets of the relevant entity or a distress, diligence or execution is levied or enforced upon or sued out against the whole or any material part of the chattels or property of the relevant entity and, in the case of any of the foregoing events, is not discharged within 30 days; or

(d) the relevant entity is unable to pay its debts as they fall due 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, not discharged within 30 days; or

(f) if the relevant entity takes steps with a view to obtaining a moratorium in respect of any indebtedness.

Following a Perfection Event, notice of the legal assignments and assignations will be given to the Borrowers and the Issuer will take steps to register and record such legal assignments and assignations at the Land Registry, the Registers of Northern Ireland and Registers of Scotland (as applicable).

Save for Title Deeds held at the Land Registry, the Registers of Northern Ireland or Registers of Scotland (as applicable) and Title Deeds existing in dematerialised forms, Title Deeds relating to each of the Loans and their Related Security are held by, or are under the control of the Seller, the Servicer or the Seller's solicitors, licensed conveyancers or (in Scotland) qualified conveyancers to the order of the Seller.

Neither the Security Trustee nor the Issuer has made or has caused to be made on its behalf any enquiries, searches or investigations, but each is relying entirely on the representations and warranties made by the Seller contained in the Mortgage Sale Agreement.

"**Title Deeds**" means, in relation to each Loan, and its Related Security and the Property relating thereto, all conveyancing deeds, certificates and all other documents which relate to the title to the Property and the security for the Loan and all searches and enquiries undertaken in connection with the grant by the relevant Borrower of the related Mortgage.

"**Loan Files**" means the file or files relating to each Loan (including files kept in microfiche format or similar electronic data retrieval system or the substance of which is transcribed and held on an electronic data retrieval system) containing, *inter alia*, correspondence between the Borrower and the Seller and

including mortgage documentation applicable to each Loan, each letter of offer for that Loan, the Valuation Report (if applicable), any MHA/CP Documentation and, to the extent available, the solicitor's or licensed or qualified conveyancer's certificate of title.

"**Valuation Report**" means the valuation report or reports for mortgage purposes, in the form of one of the pro forma contained in the Standard Documentation, obtained by the Seller from a valuer in respect of each Property or a valuation report in respect of a valuation made using a methodology which would be acceptable to a Prudent Mortgage Lender and which has been approved by the relevant officers of the Seller.

"**Prudent Mortgage Lender**" means a reasonable prudent residential mortgage lender lending to borrowers in England, Wales, Northern Ireland and Scotland who generally satisfy the lending criteria of traditional sources of residential mortgage capital.

Conditions to Sale

The sale of Loans and their Related Security to the Issuer will be subject to various conditions being satisfied on the Closing Date.

Representations and Warranties

On the Closing Date, the Loan Warranties (described below in *Representations and Warranties*) will be given by the Seller in respect of the Loans and their Related Security sold by the Seller to the Issuer on that day. For the avoidance of doubt, the Loan Warranties are given in relation to the Portfolio and not the Provisional Portfolio.

The warranties that will be given to the Issuer and separately to the Security Trustee by the Seller pursuant to the Mortgage Sale Agreement (the "**Loan Warranties**") include, *inter alia*, (defined terms having the meaning given to them in the Mortgage Sale Agreement), and see also "*The Loans - Insurance Contracts*" above:

(a) The particulars of the Loans set out in the Data Tape and the Scottish Declaration of Trust are true, complete and accurate in all material respects.

(b) The Seller was, at the time of the origination of each Loan, a credit institution as defined in paragraph (1) of Article 4(1) of Regulation (EU) No 575/2013 as it forms part of domestic law by virtue of EUWA.

(c) Each Loan was (i) originated by the Seller as principal in the ordinary course of business pursuant to underwriting standards that are no less stringent than those the Seller applied at the time of origination to similar exposures that are not included in the Portfolio and (ii) originated, and is denominated, in Sterling.

(d) No Loan sold by the Seller had, at the time of such sale, a Current Balance (as at 23:59:59 hours on the date immediately prior to the date of the relevant sale) of more than £1,000,000.

(e) Each Loan sold by the Seller was made no earlier than March 2017 and each Loan in the Portfolio matures for repayment no later than two years prior to the Final Maturity Date of the Notes.

(f) No lien or right of set-off or counterclaim or other right of deduction has, to the knowledge of the Seller, arisen between any Borrower and the Seller or any other party which would entitle such Borrower to reduce the amount of any payment otherwise due under the Loan.

(g) Prior to the making of the Initial Advance in respect of each Loan prior to the Closing Date, the Lending Criteria of the Seller and all preconditions to the making of any Loan were satisfied in all material respects subject only to such exceptions as are made on a case by case basis and which would be acceptable to a Prudent Mortgage Lender.

(h) The Loans and their Related Security are not subject, either totally or partially, to any lien, assignment, assignation, standard security, charge or pledge to any third parties or are otherwise in a condition that could be foreseen to adversely affect the enforceability of the sale to the Issuer.

(i) Each Loan was made and its Related Security taken or received on the terms of the Standard Documentation without any material variation thereto and nothing has been done subsequently to add to, lessen, modify or otherwise vary the express provisions of any of the same in any material respects subject only to such exceptions as are made on a case by case basis and which would be acceptable to a Prudent Mortgage Lender.

(j) The application forms, offers, offer conditions and marketing material, if any, distributed by the Seller to the Borrower when offering a Loan to a Borrower:

(i) do not conflict in any material respect with the terms applicable to the relevant Loan and its Related Security at the time that the Loan was entered into; and

(ii) do not conflict with, and would not prohibit or otherwise limit the terms of, the Standard Documentation or the Transaction Documents or the matters contemplated thereby.

(k) Each Borrower has paid at least one Monthly Instalment.

(l) Other than with respect to Monthly Instalments, the Borrower is not, and has not been, since the date of the relevant Mortgage and so far as the Seller is aware, in material breach of any obligation owed in respect of the relevant Loan or under the Related Security and accordingly no steps have been taken by the Seller to enforce any Related Security and the Seller is not aware of any fraud in relation to any Loan or Related Security.

(m) The Seller has full recourse to the relevant Borrower under the relevant Loan.

(n) The total amount of Arrears of Interest or principal, together with any fees, commissions and premiums payable at the same time as such interest payment or principal repayment, on any Loan is not as at the Cut-Off Date in respect of such Loan more than the Monthly Instalment payable in respect of such Loan in respect of the month in which such date falls.

(o) No Loan is considered by the Seller as being in default within the meaning of Article 178(1) of Regulation (EU) No.575/2013 as it forms part of domestic law by virtue of the EUWA.

(p) The Current Balance on each Loan and its Related Security constitutes a valid debt due to the Seller from the relevant Borrower and the terms of each Loan and its Related Security constitute legal, valid, binding and enforceable obligations of the Borrower and each Loan and its Related Security is non-cancellable (except that (i) the Seller makes no representation as to the fairness or otherwise of terms which relate to its ability to vary the rate of interest; (ii) enforceability may be limited by bankruptcy, insolvency or other similar laws of general applicability affecting the enforcement of creditors' rights generally and the courts' discretion in relation to equitable remedies and, for the avoidance of doubt, such laws include but are not limited to, the CRA; and (iii) this representation shall not apply in respect of any early repayment charges or redemption fees).

(q) Interest on each Loan is charged and paid by the relevant Borrower in accordance with the provisions of the Standard Documentation and is payable monthly in arrears.

(r) No agreement for any Loan or variation of such agreement is or includes a regulated credit agreement (as defined in Article 60B of the RAO) or constitutes any other agreement regulated or partly regulated by the CCA (other than Sections 140A to 140C of the CCA) or, to the extent that it is so regulated or partly regulated, all the requirements of the CCA have been complied with in all material respects (or to the extent of any non-compliance, such non-compliance would not be such as to prevent enforcement of that Loan or any of its material terms by the Seller).

(s) All of the Borrowers are individuals and were aged 18 years or older at the date of entering into the relevant Loan and its Related Security and the identity of each Borrower has been verified by the Seller in accordance with procedures which would be acceptable to a Prudent Mortgage Lender.

(t) The whole of the Current Balance (as at 23:59:59 hours on the date immediately prior to the Closing Date) of each Loan and interest, fees, costs, expenses and any other amounts payable under or in respect of such Loan are secured by a Mortgage over a residential property.

(u) The Mortgage Conditions for each Loan do not permit payment holidays.

(v) Subject only in certain appropriate cases to the completion of an application for registration or the completion of any registration or recording which may be pending at the Land Registry (in England and Wales), the Registers of Northern Ireland (in Northern Ireland) or Registers of Scotland (in Scotland), each Mortgage constitutes a valid and subsisting first ranking charge by way of legal mortgage (in relation to the English Loans and Northern Irish Loans) or first ranking standard security (in relation to the Scottish Loans) over the relevant Property.

(w) Subject only in certain appropriate cases to the completion of an application for registration or the completion of any registration or recording which may be pending at the Land Registry (in England and Wales), the Registers of Northern Ireland (in Northern Ireland) or Registers of Scotland (in Scotland), each Mortgage has first priority or first ranking for the whole of the Current Balance (as at 23:59:59 hours on the date immediately prior to the Closing Date) on the Loan and interest on such Current Balance and all fees, costs, expenses and other amounts payable under or in respect of such Loan or Mortgage.

(x) Neither the Seller nor its assignees are under an obligation to make further amounts available or to release retentions or to pay fees or other sums relating to any Loan or its Related Security to any Borrower.

(y) All of the Properties are residential properties situated in England, Wales, Northern Ireland or Scotland.

(z) Each Property is either freehold, leasehold or commonhold or, in Scotland, heritable and if a Property is leasehold or long leasehold, written notice has been given to the landlord of the creation of the relevant Mortgage.

(aa) In respect of each Loan secured on leasehold or long leasehold Property, the relevant leasehold or long leasehold interest had, as at the date when the Loan was originated, an unexpired term left to run of not less than 30 years after the maturity of the relevant Loan.

(bb) Every person who, at the date upon which a Mortgage over property situated in England, Wales and Northern Ireland was granted, and was in or about to be in actual occupation of the relevant

property, other than where the Seller has acted as a Prudent Mortgage Lender in respect of owner occupied mortgage loans in making such Loan, is either named as a Borrower or has signed a deed of consent in the form of the pro forma contained in the Standard Documentation and, in relation to each Mortgage over property situated in Scotland, all necessary MHA/CP Documentation has been obtained so as to ensure that neither the relevant property nor the relevant Mortgage is subject to or affected by any statutory right of occupancy.

(cc) To the best of the Seller's knowledge, each Borrower has a good and marketable title to the Property (subject to registration or recording of the title at the Land Registry, the Registers of Northern Ireland or at the Registers of Scotland (as applicable)) free from any encumbrance (except the Mortgage and any subsequent ranking mortgage) which:

(i) would materially adversely affect such title; and

(ii) a Prudent Mortgage Lender would regard as unacceptable for security purposes.

(dd) Not more than 6 months prior to the granting of each Mortgage, the Seller received a Valuation Report from a Valuer on the relevant Property (or such other form of valuation as would be acceptable to a Prudent Mortgage Lender), the contents of which were such as would be acceptable to a Prudent Mortgage Lender.

(ee) Prior to the inception of each Mortgage, the Seller:

(i) instructed a solicitor or licensed conveyancer or (in Scotland) qualified conveyancer to carry out an investigation of title to the relevant Property and to undertake such other searches, investigation, enquiries and other actions on behalf of the Seller as are set out in the instructions which the Seller issued to the relevant solicitor, licensed conveyancer or qualified conveyancer or as set out in a contract between the Seller and Legal Marketing Services Limited and, in the case of English Loans, in the UK Finance Mortgage Lenders' Handbook for England and Wales and, in the case of Northern Irish Loans, in the UK Finance Mortgage Lenders' Handbook for Northern Ireland or, in the case of Scottish Loans, in the UK Finance Mortgage Lenders' Handbook for Scotland (or such comparable, predecessor or successor instructions and/or guidelines as may for the time being be in place), subject only to such variations as would have been acceptable to a Prudent Mortgage Lender at the relevant time; and

(ii) received a Certificate of Title from the solicitor or licensed conveyancer or (in Scotland) qualified conveyancer in paragraph (i) above, relating to such Property the contents of which were such as would have been acceptable to a Prudent Mortgage Lender at that time.

(ff) Each Property was at the time of inception of the Mortgage insured to an amount not less than the full reinstatement cost as determined by the relevant valuer under:

(i) a Buildings Insurance Policy arranged by the Borrower in accordance with the Mortgage Conditions; or

(ii) with respect to leasehold Properties, a Buildings Insurance Policy arranged by the relevant landlord,

and in all cases: (A) against risks usually covered by a comprehensive building insurance policy; and (B) the Seller has received no notice from the Borrower that any Property has ceased to be insured.

(gg) The Seller has good title to, and is the absolute unencumbered legal and beneficial owner of, all property, interests, rights and benefits agreed to be sold and/or assigned by the Seller to the Issuer free and clear of all Security, claims and equities (including, without limitation, rights of set off or counterclaim) subject to the Borrowers' equity of redemption and subject to registration or recording at the Land Registry, the Registers of Northern Ireland or Registers of Scotland of the Seller as legal title holder and proprietor or heritable creditor of the relevant Mortgage.

(hh) All steps necessary to perfect the Seller's title to the Loans and the Related Security were duly taken at the appropriate time or are in the process of being taken, in each case (where relevant, and to the best of the Seller's knowledge) within any applicable priority periods, protected periods, or time limits for registration with all due diligence and without undue delay.

(ii) Save for Title Deeds held at the Land Registry, the Registers of Northern Ireland or Registers of Scotland (as applicable) and Title Deeds existing in dematerialised forms, Title Deeds relating to each of the Loans and their Related Security are held by, or are under the control of, the Seller, the Servicer or the Seller's solicitors, licensed conveyancers or (in Scotland) qualified conveyancers to the order of the Seller.

(jj) Neither the entry by the Seller into the Mortgage Sale Agreement nor any transfer or assignment or creation of trust contemplated by the Mortgage Sale Agreement affects or will adversely affect any of the Loans and their Related Security and, subject, where the 2016 Scottish Mortgage Conditions apply, to giving at least five days' notice of a transfer following a Perfection Event to relevant Borrowers in respect of Scottish Loans, the Seller may freely assign or otherwise transfer its interests therein without breaching any term or condition applying to any of them.

(kk) The Seller has not knowingly waived or acquiesced in any breach of any of its rights in respect of a Loan, Mortgage or its Related Security, other than waivers and acquiescence such as a Prudent Mortgage Lender might make.

(ll) The Issuer will not have any liability for costs or fees payable by the Seller in connection with the making of the Loan or the granting of the Related Security.

(mm) The Seller has, since the making of each Loan, kept or procured the keeping of full and proper accounts, books and records showing clearly all transactions, payments, receipts, proceedings and notices relating to such Loan and all such accounts, books and records are up to date and in the possession of the Seller or held to its order.

(nn) Neither the Seller nor, as far as the Seller is aware, any of its agents has received written notice of any litigation or dispute (subsisting, threatened or pending) in respect of any Borrower, a Property, Loan, Related Security or the Insurance Policy which (if adversely determined) might have a material adverse effect on the value of any Loan.

(oo) There are no authorisations, approvals, licences or consents required as appropriate for the Seller to enter into or perform its obligations under the Mortgage Sale Agreement to render the Mortgage Sale Agreement legal, valid, binding, enforceable and admissible in evidence, and all formal approvals, consents and other steps necessary to permit a legal transfer of the Loans and their Related Security to be sold under the Mortgage Sale Agreement have been obtained or taken.

(pp) To the best of the knowledge and belief of the Seller, no corporate action has been taken or is pending, no other steps have been taken and no legal proceedings have been commenced or are threatened or are pending for (i) the winding-up, liquidation, dissolution, administration or

reorganisation of the Seller, (ii) the Seller to enter into any composition or arrangement with its creditors generally or (iii) the appointment of a receiver, administrative receiver, trustee or other similar officer in respect of the Seller or any of its property, undertaking or assets, and no documents have been filed with the court for the appointment of an administrator and no notice of intention to appoint an administrator has been served, and no steps have been taken by the Seller with a view to obtaining a moratorium in respect of any indebtedness of the Seller or for the purpose of proposing a company voluntary arrangement, and no event equivalent to any of the foregoing has occurred in or under the laws of any relevant jurisdiction applicable to the Seller.

(qq) The Seller is and has been in material compliance with the requirements of MCOB in so far as they apply to any of the Loans, Related Security or the Insurance Policy at all relevant times, and the Seller has at all relevant times held all authorisations, approvals, licences, consents and orders required by it under the FSMA in connection with the Loans, Related Security and the Insurance Policy.

(rr) To the extent that any Loan and its Related Security and any guarantee in relation to that Loan is subject to the CRA 2015 no official proceedings have been taken by the FCA or by a qualifying body as defined in the 1999 Regulations against the Seller, by the CMA or other relevant regulator under the CRA 2015 or otherwise which might prevent or restrict the use in such agreement of any material term or the enforcement of any such term.

(ss) No action has been taken by any official body in relation to any Loan (whether on its own or taken together with any related agreement) under which it is alleged that such Loan gives rise to an unfair relationship under Sections 140A to 140C of the CCA.

(tt) No Loan was 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 Seller.

(uu) The Loans sold by the Seller to the Issuer pursuant to the Mortgage Sale Agreement are financial assets as defined in International Accounting Standard 32 (IAS 32).

(vv) No Loan and no Related Security or Ancillary Right in respect of a Loan is stock or a marketable security (as such terms are defined for the purposes of section 122 of the Stamp Act 1891), a chargeable security (as such term is defined for the purposes of section 99 of the Finance Act 1986) or a chargeable interest (as such term is defined for the purposes of section 48 of the Finance Act 2003 and section 4 of the Land and Buildings Transaction Tax (Scotland) Act 2013 or Section 4 of the Welsh Land Transaction Tax and Anti-avoidance of Devolved Taxes Act 2017).

(ww) No Loan has a fixed term reversion date falling later than November 2029.

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

(yy) To the best of the Seller's knowledge, no Borrower has filed for bankruptcy, been sequestrated, entered into an individual voluntary arrangement or debt arrangement scheme (in terms of the Debt Arrangement and Attachment (Scotland) Act 2002 and the Debt Arrangement Scheme (Scotland) Regulations 2011, both as amended), or had a non-appealable county court judgment, Scottish court decree for payment bankruptcy order, non-appealable high court

judgment, debt relief order or administration order from the Enforcements of Judgements Office, order entered or made against them within six years prior to the date of origination, or has incurred material damages as a result of a missed payment within six years prior to the Closing Date or has undergone a debt restructuring process with regard to his/her non-performing exposures within six years prior to the Closing Date.

(zz) The Related Security consists solely of mortgages, standard securities, insurance policies, guarantees, rights under certain documents relating to the Loans and rights against certain persons in connection with the origination and completion of the Loans.

(aaa) The Mortgages and any Related Security are interests or rights (other than a rent charge) held for the purposes of securing the payment of money or the performance of another obligation.

(bbb) No Loan is a help to buy loan, a buy to let loan, a right to buy loan, an interest-only loan, a Self-Certified Loan, or a Flexible Loan.

(ccc) All Loans are Fixed Rate Loans which (after an initial specific period where a fixed rate of interest applies) have a managed SVR.

(ddd) (So long as the Offer Conditions do not expressly allow the Borrower to Port its Loan) the Seller is under no obligation to agree to Port a Loan.

(eee) The Seller is under no obligation to agree to a redraw of any overpaid balance or a Further Advance.

(fff) All Loans are granted for the purposes of facilitating the acquisition by the relevant Borrower of a main residence.

(ggg) All Loans subject to the fees-assisted re-mortgage conveyancing process benefit from the Insurance Policy.

(hhh) No Borrower is an employee of the Seller.

(iii) As at the Closing Date the loans are classified as secured by residential mortgages or standard securities or fully guaranteed residential loans per Article 129(1)(e) and, under the Standardised Approach the Portfolio has a risk weight equal to or smaller than 40 per cent on an exposure value-weighted average basis, as such terms are described in Article 243 of the UK CRR.

Any reference to the expressions "so far as the Seller is aware" or "to the best of the knowledge, information and belief of the Seller" or any similar expression in respect of any matter shall be deemed to refer to the actual knowledge of senior officers of the Seller, including those officers responsible for reviewing the Prospectus and approving the Loan Warranties together with the knowledge which such persons could have had if the Seller had actually carried out the procedures set out in the Seller's Policy.

"**Seller's Policy**" means the originating, underwriting, servicing, arrears and enforcement policy applied by the Seller from time to time to loans and the security for their repayment which are beneficially owned solely by the Seller.

Neither the Security Trustee, the Arranger nor the Joint Lead Managers have undertaken any additional due diligence in respect of the application of the Lending Criteria and have relied entirely upon the representations and warranties referred to above which will be made by the Seller to the Issuer and the Security Trustee pursuant to the Mortgage Sale Agreement.

Repurchase by the Seller

In the event of any breach of these representation and warranties in relation to a Loan and/or its Related Security which could (having regard to, but without limitation, whether a loss is likely to be incurred in respect of that Loan and/or its Related Security to which the breach relates after taking into account the likelihood of recoverability or otherwise of any sums under any applicable insurance policies) have a Material Adverse Effect on the value of that Loan and/or its Related Security (an "**Affected Loan**"), and which, if capable of remedy, is not so remedied by the Seller within 30 Business Days of notification of such breach to the Seller, the Seller is required to repurchase such Affected Loan and its Related Security for a consideration in cash equal to the Repurchase Price. Completion of such repurchase shall take place no later than 30 days after receipt by the Seller of a notice (a "**Loan Repurchase Notice**") or such other later date as the Servicer on behalf of the Issuer or, if applicable, the Security Trustee (as the case may be) may direct in the Loan Repurchase Notice.

If an Affected Loan has never existed, or has ceased to exist, such that it is not outstanding on the date on which it is due to be repurchased, the Seller will not be obliged to repurchase that Affected Loan, but shall instead indemnify the Issuer against any loss suffered by reason of any representation or warranty relating to or otherwise affecting that Affected Loan being untrue or incorrect.

Any Collections received by the Issuer after the date on which the relevant Loan is repurchased will be transferred to the Seller upon the repurchase of the Loan. Performance of the obligation to repurchase will be in satisfaction of all liabilities of the Seller in respect thereof.

Ported Loans shall be redeemed and shall not be repurchased.

The Seller will repurchase, in accordance with the Mortgage Sale Agreement, all Loans and their Related Security in respect of which there has been a Further Advance or Product Switch in the month following the month in which such Further Advance or Product Switch took place. The Seller will make Further Advances in accordance with the standards of a Prudent Mortgage Lender and Product Switches in accordance with the standards of a Reasonable, Prudent Residential Mortgage Servicer. Further Advances and Product Switches will be made only in the ordinary course of the Seller's mortgage origination and servicing business.

In relation to all Loans and their Related Security in respect of which there has been a Further Advance or Product Switch which the Seller is required to repurchase, the Servicer shall send to the Issuer and the Seller a report which identifies such Loans (the "**Repurchase Report**") by the sixth Business Day following the end of the calendar month in which such Loans were identified (the "**Repurchase Report Date**"). The Seller will then be required, in accordance with the terms of the Mortgage Sale Agreement, to repurchase the relevant Loans within a period of 10 Business Days commencing on the Repurchase Report Date. The payment of the consideration shall be made by the Seller on the Repurchase Date when the Seller shall pay such consideration into the Citi Transaction Account or, at the option of the Seller, to the Santander Transaction Account.

The Seller has no discretionary rights of repurchase in relation to any Loans or their Related Security and the Seller has no right or obligation to substitute or sell any of the Loans or their Related Security included in the Portfolio.

For these purposes,

"**Material Adverse Effect**" means, in the context of any Loan and/or its Related Security, a material adverse effect on the interests of the Issuer or the Security Trustee in such Loan and/or its Related Security, or on the ability of the Issuer (or the Servicer on behalf of the Issuer) to collect amounts due on any Loan and/or its Related Security or on the ability of the Security Trustee to enforce its Security.

Repurchase price

In the case of a Loan and its Related Security in relation to which there has been a material breach of a Loan Warranty, a Product Switch or Further Advance, the consideration payable by the Seller in respect of the repurchase of such Loan and its Related Security shall be equal to the Current Balance (including Accrued Interest) as at 23:59:59 hours on the date immediately prior to the date of any such repurchase, of such Loan (disregarding for the purposes of any such calculation the extent to which such Current Balance (including Accrued Interest) of such Loan has been reduced as a result of the exercise of any set-off right which the relevant Borrower has against the Seller), plus the Issuer's costs and expenses (if any) associated with the transfer of such Loan and its Related Security to the Seller (the "**Repurchase Price**").

Optional Repurchase by the Seller

(a) The Seller may, at any time after:

(i) the Collection Period End Date immediately preceding the Step-Up Date; or

(ii) any Collection Period End Date on which the Current Balance of the Portfolio is (or would be, on the Interest Payment Date immediately after such Collection Period End Date) less than 10% of the Current Balance of the Portfolio as at the Cut-Off Date; or

(iii) any Business Day following the occurrence of a Redemption Event,

offer to repurchase the beneficial interests to all (but not some) of the Loans and their Related Security comprising the Portfolio at the Option Purchase Price from the Issuer by serving a written notice to the Issuer.

(b) The Issuer shall:

(i) accept such offer by entering into a binding agreement in accordance with the Law of Property (Miscellaneous Provisions) Act 1989 (and such other documents as may be required by Applicable Law) with the Seller;

(ii) exercise (as applicable):

(A) its Call Option to redeem the Notes in full on the Call Option Date in accordance with Note Condition 8.3(a) (*Optional Redemption of the Notes in Full*);

(B) its 10 Per Cent. Clean-up Call Option to redeem the Notes in full on the 10 Per Cent. Clean-up Call Date in accordance with Note Condition 8.3(b) (*10 Per Cent. Clean-up Call*); or

(C) its option to redeem the Notes upon the occurrence of a Redemption Event in accordance with Note Condition 8.4 (*Redemption of the Notes for Taxation or Other Reasons*); and

(iii) notify the Noteholders and the Note Trustee of the exercise of the Call Option pursuant to the relevant Note Condition.

(c) Upon the acceptance of the repurchase offer from the Seller, the Issuer shall request from the Cash Manager to provide an estimate or the final definitive amount of the Option Purchase Price.

(d) On or before the Interest Payment Date falling on the relevant Option Date or the Redemption Date (the "**Optional Repurchase Completion Date**") the Seller shall repurchase and the Issuer shall re-assign the beneficial interests to all (but not some) of the Loans and the Related Security comprised in the Portfolio and the Seller shall pay the Option Purchase Price for value on the Optional Repurchase Completion Date to the Citi Transaction Account or such other account as may be agreed between the Issuer and Seller.

(e) The Issuer shall use the Option Purchase Price received from the Seller in order to redeem the Notes on the relevant Option Date or Redemption Date in accordance with the relevant Note Condition.

As used in this Prospectus:

"**Buildings Insurance Policies**" means all buildings insurance policies relating to Properties taken out, (a) in the name of the relevant Borrower, and (b) in the name of the landlord in the case of leasehold Properties where the relevant landlord is responsible for insuring the Property and each a "**Buildings Insurance Policy**".

"**Business Day**" means a day (other than a Saturday or Sunday or a public holiday) on which banks are open for business in London.

"**Calculation Date** means, in relation to a Collection Period, the day falling two Business Days before each Interest Payment Date.

"**Certificate of Title**" means, in respect of a Property, a solicitor's, licensed or (in Scotland) qualified conveyancer's report or certificate of title obtained by or on behalf of the Seller in respect of such Property substantially in the form of the pro forma set out in the Standard Documentation.

"**Collection Period**" means the quarterly period commencing on (and including) a Collection Period Start Date and ending on (and including) the immediately following Collection Period End Date, except that the first Collection Period will commence on (and exclude) the Cut-Off Date and end on (and include) the last day of the calendar month immediately preceding the first Interest Payment Date.

"**Collection Period End Date**" means the last day of the calendar month immediately preceding the immediately following Collection Period Start Date, and the first Collection Period End Date will be the last day of the calendar month immediately preceding the first Interest Payment Date.

"**Collection Period Start Date**" means the first calendar day of March, June, September, December in each year, except that the first Collection Period Start Date will be 1 January 2025.

"**Cut-Off Date**" means 31 December 2024.

"**Data Tape**" means up to date, complete and accurate list of the Loans and Related Security which it is proposed will comprise the Portfolio on the Closing Date which may be provided by the Seller in a document stored upon electronic or digital media (including, but not limited to, a CD ROM or a USB) in a form acceptable to the Issuer (acting reasonably).

"**Enforced Loan**" means a Loan in respect of which the Related Security has been enforced and the related Property has been sold.

"**English Mortgage**" means a first ranking legal charge over a Property located in England or Wales.

"**Fixed Rate Loan**" means a Loan to the extent that and for such time as the interest rate payable by the relevant Borrower on all or part of the Current Balance does not vary and is fixed for a certain period of time by the Seller.

"**Flexible Loan**" means a Loan the conditions of which give the Borrower the ability to make unlimited overpayments without incurring an Early Repayment Charge, re-borrow amounts previously overpaid, use previous overpayments to fund underpayments or apply for a payment holiday.

"**Further Advance**" means, in relation to a Loan, any advance of further money to the relevant Borrower made by the Seller in the ordinary course of its mortgage origination and servicing businesses (in accordance with the standards of a Prudent Mortgage Lender) and following the advance of the initial principal amount by the Seller to the relevant Borrower under a Loan ("**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.

"**Insurance Policy**" means with respect to the Mortgages, the Stewartplus title indemnity for remortgages block policy dated 14 December 2016 and taken out with Stewart Title Limited.

"**MHA/CP Documentation**" means an affidavit, declaration, consent or renunciation granted in terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981 and/or the Civil Partnership Act 2004 in connection with a Scottish Mortgage or the Property secured thereby.

"**Monthly Instalment**" means the amount which the relevant Mortgage Conditions require a Borrower to pay on each monthly payment date in respect of that Borrower's Loan.

"**Mortgage**" means:

(a) each English Mortgage, in respect of any English Loan;

(b) each Northern Irish Mortgage, in respect of any Northern Irish Loan; and

(c) each Scottish Mortgage, in respect of any Scottish Loan,

which is, or is to be, sold, assigned or transferred by the Seller to the Issuer pursuant to:

(i) the Mortgage Sale Agreement, in respect of any English Loan and Northern Irish Loan; or

(ii) the Mortgage Sale Agreement and the Scottish Declaration of Trust, in respect of any Scottish Loan,

which secures the repayment of the relevant Loan pursuant to the Mortgage Conditions applicable to it.

"**Mortgage Conditions**" means, in relation to each Loan and the Mortgage relating thereto, the terms and conditions subject to which the Loan and Mortgage are made including, for the avoidance of doubt, the terms and conditions incorporated into any letter or letters of offer or agreement to make such Loan, and in the case of Scottish Loans and the Scottish Mortgages relating thereto, including any terms and conditions incorporated in a standard security and/or, any deeds of variation subject to which the Scottish Loans and the Scottish Mortgages relating thereto are made.

"**Mortgage Deed**" means, in respect of any Mortgage, the deed in written form creating that Mortgage (being in respect of any Scottish Loans, a standard security).

"**Northern Irish Mortgage**" means:

(a) in respect of a Property located in Northern Ireland which is registered at the Land Registry of Northern Ireland, a first ranking legal charge secured over such Property; or

(b) in respect of a Property which is not registered at the Land Registry of Northern Ireland a first ranking mortgage deed, creating security over such Property.

"**Offer Conditions**" means in respect of a Loan, the terms and conditions applicable to such Loan as set out in the mortgage offer to the relevant Borrower.

"**Port**" means the transfer of the Mortgage in respect of a Loan from an existing Property to a new Property where the new Property provides replacement security for the repayment by the Borrower of the relevant Loan.

"**Ported Loans**" means Loans in relation to which the relevant Mortgages have been transferred from an existing Property to a new Property where the new Property provides replacement security for the repayment by the relevant Borrowers of the relevant Loans.

"**Product Switch**" means: (A) a transfer of equity in respect of a Property; (B) consent being granted to the relevant Borrower to let or sub-let the Property; (C) a second charge or standard security being granted over the relevant Property; and (D) any variation in the financial terms and conditions applicable to a Loan other than any variation, each carried out in the ordinary course of the Seller's mortgage origination and servicing business (in accordance with the standards of a Reasonable, Prudent Residential Mortgage Servicer):

(a) agreed with a Borrower to control or manage actual or anticipated arrears on the Loan;

(b) agreed with a Borrower as part of debt rehabilitation in relation to the Loan;

(c) agreed with a Borrower to extend the maturity date of the Loan (unless the maturity date would be extended to a date later than three years before the Final Maturity Date in which case such variation will constitute a Product Switch);

(d) imposed by statute or regulation or is one of the actions referred to in the Mortgage Charter and any accompanying guidance; or

(e) in the rate of interest payable in respect of a Loan (i) as a result of any variation in the SVR or (ii) where the terms of the Mortgage change the rate of interest payable by a Borrower on termination of an interest discount for a fixed period of time or the terms of the Loan otherwise change the interest rate payable.

"**Property**" means (in England and Wales) a freehold, leasehold or commonhold property or (in Northern Ireland, including a fee farm grant) or (in Scotland) a heritable property or property held under a long lease which is, in each case, subject to a Mortgage.

"**Receiver**" means any person or persons appointed (and any additional person or persons appointed or substituted) as an administrative receiver, receiver, manager, or receiver and manager of the Charged Assets by the Security Trustee pursuant to the Deed of Charge.

"**Related Security**" means, in relation to a Loan, the security granted for the repayment of that Loan by the relevant Borrower including the relevant Mortgage and all rights, remedies or benefits related thereto including:

(a) the benefit of all affidavits, consents, renunciations, guarantees, indemnities, waivers and postponements (including any deed of consent and MHA/CP Documentation) from occupiers and other persons having an interest in or rights in connection with the relevant Property;

(b) each right of action of the Seller against any person (including any solicitor, licensed conveyancer, qualified conveyancer, valuer, registrar or registry or other person) in connection with any report, valuation, opinion, certificate or other statement of fact or opinion (including each Certificate of Title and Valuation Report) given or received in connection with all or part of any Loan and its Related Security or affecting the decision of the Seller to make or offer to make all or part of the relevant Loan; and

(c) the benefit of (including the rights as the insured person under and as notations of interest on, and returns of premium and proceeds of claims under) insurance and assurance policies (taken out by or on behalf of the relevant Borrower) deposited, charged, obtained, or held in connection with the relevant Loan, Mortgage and/or Property and relevant Loan Files.

"**Scottish Mortgage**" means a first ranking standard security over a Property located in Scotland.

"**Self-Certified Loan**" means a Loan where the application was taken on, and marketed with, the understanding that evidence of the declared income would not be required in order to underwrite the loan.

"**Significant Deposit Loan**" means a Loan where (i) the Seller holds the legal title, and (ii) the relevant Borrower has a deposit account with the Seller and the balance of such deposit account exceeds the maximum amount covered under the Financial Services Compensation Scheme.

"**Standard Documentation**" means the standard documentation of the Seller, a list of which is set out in or appended to the Mortgage Sale Agreement, or any update or replacement thereof as permitted by the terms of the Mortgage Sale Agreement.

Governing Law

The Mortgage Sale Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by the laws of England and Wales (other than those terms of the Mortgage Sale Agreement specific to (i) the laws of Northern Ireland relating to Northern Irish Loans and their Related Security, which are governed by and/or construed in accordance with Northern Irish law and (ii) the law of Scotland relating to the Scottish Loans and their Related Security (including the Scottish Declaration of Trust), which are governed by and/or construed in accordance with Scots law).

Servicing Agreement

Introduction

The Issuer, the Security Trustee, the Seller, the Servicer and the Standby Servicer Facilitator will enter into, on or around the Closing Date, an agreement pursuant to which the Servicer agrees to service the Loans and their Related Security (the "**Servicing Agreement**"). The 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 Security Trustee and the Servicer (the "**Services**").

On or about the Closing Date, the Servicer will be appointed by the Issuer and, as applicable, the Seller (including in its capacity as a trustee of the trust declared and created by the Scottish Declaration of Trust) to be its agent to service the Loans and their Related Security. The Servicer must comply with any proper directions and instructions that the Issuer or, following the Security Trustee notifying the

Servicer that an Enforcement Notice has been served, the Security Trustee may from time to time give to it in accordance with the provisions of the Servicing Agreement.

The Servicer's actions in servicing the Loans and their Related Security in accordance with the terms of the Servicing Agreement (including the procedures of the Servicer set out therein) are binding on the Issuer.

The Servicer may, in some circumstances, delegate or subcontract some or all of its responsibilities and obligations under the Servicing Agreement. However, the Servicer will remain liable at all times for the administration of the Loans and for the acts or omissions of any delegate or subcontractor.

Powers

The Servicer has the power, among other things:

(a) to exercise the rights, powers and discretions of the Issuer and the Seller in relation to the Loans and their Related Security and to perform its duties in relation to the Loans and their Related Security; and

(b) to do or cause to be done any and all things which it reasonably considers necessary or convenient or incidental to the servicing of the Loans and their Related Security or the exercise of such rights, powers and discretions.

Undertakings by the Servicer

The Servicer has undertaken, among other things, to:

(a) service the Loans and their Related Security sold by the Seller to the Issuer as if the same had not been sold to the Issuer (or, in respect of the Scottish Loans and their Related Security, held on trust under the trust declared and created by the Scottish Declaration of Trust) but had remained on the books of the Seller and in accordance with the Seller's procedures and administrations and enforcement policies, as they apply to those Loans;

(b) provide the services to be undertaken by it under the Servicing Agreement in such manner and with the same level of skill, care and diligence as a Reasonable, Prudent Residential Mortgage Servicer;

(c) comply with any proper directions, orders and instructions which the Issuer and/ or the Security Trustee may from time to time give to it in accordance with the provisions of the Servicing Agreement and, in the event of any conflict, those of the Security Trustee shall prevail;

(d) maintain all approvals, authorisations, permissions, consents and licences required for itself in connection with the performance of its duties under the Servicing Agreement, and prepare and submit on a timely basis all necessary applications and requests for any further approvals, authorisations, permissions, consents and licenses required for itself in connection with the performance of its duties under the Servicing Agreement;

(e) save as otherwise agreed with the Issuer, provide free of charge to the Issuer and the Seller, office space, facilities, equipment and staff sufficient to fulfil the obligations of the Issuer and the Seller under the Servicing Agreement;

(f) not knowingly fail to comply with any legal requirements in the performance of its duties under the Servicing Agreement;

(g) make all payments required to be made by it pursuant to the Servicing Agreement on the due date for payment thereof in Sterling (or as otherwise required under the Transaction Documents) in immediately available funds for value on such day without set-off (including, without limitation, in respect of any fees owed to it) or counterclaim but subject to any deductions required by law;

(h) use reasonable endeavours to procure that the Seller makes payments in respect of the Loans into the Citi Transaction Account or, at the election of the Seller, into the Santander Transaction Account, not later than one Business Day following receipt of the same by the Seller;

(i) not without the prior written consent of the Security Trustee amend or terminate any of the Transaction Documents in any material respect except in accordance with their terms;

(j) forthwith upon becoming aware of any material event which, in its opinion, may reasonably give rise to an obligation of the Seller to repurchase any Loan pursuant to the Mortgage Sale Agreement, notify the Issuer and the Seller in writing of such event;

(k) provide the Servicer Reports to the Cash Manager to enable the Cash Manager to prepare the Investor Reports;

(l) prepare and provide to the Cash Manager the Loan Level Reports;

(m) ensure that at all times the relevant Loans comply with the material terms of the CCA (to the extent that such relevant Loans are regulated by that Act);

(n) operate or give instructions to the Santander Account Bank in relation to the Santander Transaction Account in accordance with the Santander Bank Account Agreement;

(o) operate or give instructions to the Citi Account Bank in relation to the Citi Transaction Account and each Swap Collateral Cash Account in accordance with the Citi Account Bank Agreement; and

(p) operate or give instructions to the Custodian in relation to the Securities Custody Account in accordance with the Securities Custody Agreement.

Ability to delegate

The Servicer may subcontract or delegate the performance of its duties under the Servicing Agreement, provided that it meets particular conditions, including that:

(a) the Issuer consents to the proposed subcontracting or delegation;

(b) written notification has been given to each of the Rating Agencies;

(c) where the arrangements involve the custody or control of any customer files and/or title information documents, the subcontractor or delegate has executed a written acknowledgement that those customer files and/or title information documents are and will be held to the order of the Issuer and the Security Trustee;

(d) where the arrangements involve or may involve the receipt by the subcontractor or delegate of moneys belonging to the Issuer which are to be paid into either Transaction Account, the subcontractor or delegate has executed a declaration that any such moneys are held on trust for the Issuer and will be paid forthwith into the relevant Transaction Account(s) in accordance with the terms of the Servicing Agreement;

(e) the subcontractor or delegate has executed a written waiver of any security interest arising in connection with the delegated services;

(f) the Issuer and the Security Trustee have no liability for any costs, charges or expenses in relation to the proposed subcontracting or delegation; and

(g) the subcontractor or delegate has confirmed that it has and will maintain all approvals required for itself in connection with the fulfilment of its obligations under the agreement with the Administrator.

The provisos set out in paragraphs (a) and (b) above (among others) will not be required in respect of any delegation to (i) Atom Bank Plc, (ii) a wholly-owned subsidiary of Atom Bank Plc from time to time or (iii) persons such as receivers, lawyers or other relevant professionals.

Standby Servicer Facilitator

The Issuer will appoint the Standby Servicer Facilitator in accordance with the Servicing Agreement. If the Servicer's appointment is terminated, the Standby Servicer Facilitator shall use best efforts to identify, on behalf of the Issuer, and assist the Issuer in the appointment of a suitable substitute servicer in accordance with the Servicing Agreement.

Setting of Interest Rates on the Loans

Subject to the terms of the Transaction Documents, the Issuer grants the Servicer (or any replacement servicer) full right, liberty and authority from time to time, in accordance with the relevant Mortgage Conditions, to determine and set the SVR in relation to the Loans sold by the Seller to the Issuer which have not at the relevant date of determination been repurchased by the Seller.

Subject to the terms of the Servicing Agreement, the Servicer shall, prior to a Perfection Event, not set the SVR in relation to the Loans included in the Portfolio which have not at the relevant date of determination been repurchased by the Seller, at a rate which is different from the SVR set by the Seller on loans originated by the Seller but which are not included in the Portfolio.

Subject to the terms of the Servicing Agreement and following the occurrence of a Perfection Event, the Servicer (or any replacement servicer) shall procure that any new legal title holder shall determine and set, in accordance with the relevant Mortgage Conditions, the SVR in relation to the Loans which have not at the relevant date of determination been repurchased by the Seller, provided that such interest rate will be set at a rate which is not lower than SONIA (or any replacement reference rate then in force plus and amount equal to the Note Rate Maintenance Adjustment (if any)) plus 2.5% and *provided* that if the resultant figure is less than 2.5%, then such figure shall be deemed to be 2.5% (the "**SVR Floor**").

Operation of Collection Account

Payments from Borrowers under the Loans included in the Portfolio are made into the Collection Account held by Atom Bank at the Collection Account Bank, which account is subject to the Collection Account Declaration of Trust (which the Issuer will accede to on the Closing Date pursuant to the Collection Account Declaration of Trust Accession Undertaking).

Cleared funds standing to the credit of the Collection Account representing moneys received from Borrowers during banking hours on any particular day are required to be transferred by the Servicer on the next Business Day into the Citi Transaction Account, the Servicer (on behalf of the Issuer) may from time to time instruct the Cash Manager to transfer some or all of the balance of the Citi Transaction Account into the Santander Transaction Account.

If (i) Atom Bank becomes a direct member of the CHAPS and Cheque Clearing, and (ii) Atom Bank elects by irrevocable written notice to the Issuer, the Collection Account Bank, the Cash Manager and the Security Trustee to become the Collection Account Bank in place of the Collection Account Bank in accordance with the terms of the Collection Account Declaration of Trust, Atom Bank may direct that Collections are paid from the date specified in such notice into a designated account at Atom Bank (the "**New Collection Account**"), which account will be subject to a new Collection Account Declaration of Trust substantially in the form contained in the schedule to the Collection Account Declaration of Trust. Cleared funds standing to the credit of the New Collection Account will be transferred on the next Business Day into the Citi Transaction Account, from which they may, at the direction of the Servicer (on behalf of the Issuer) to the Cash Manager, be transferred into the Santander Transaction 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 (as to which, see "*The Collection Account Declaration of Trust Accession Undertaking*" below). Revenue Receipts and Redemption Receipts arising in relation to the Loans will be paid directly into the Collection Account.

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 fee (inclusive of VAT, if any) of up to an aggregate amount calculated on the basis of the number of days elapsed in each calendar month over a 365-day year (or over a 366-day year in a leap year) by applying a rate of 0.08% per annum on the aggregate Current Balance of the Loans (excluding any Enforced Loans) on the Collection Period Start Date at the start of the immediately preceding Collection Period (the "**Servicing Fee**").

The Servicing Fee is payable 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.

Removal or Resignation of the Servicer

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

(a) the Servicer defaults in the payment on the due date of any payment due and payable by it under the Servicing Agreement and the Servicer fails to remedy it for a period of 30 Business Days after: (i) where the failure to pay has arisen other than as a result of a Disruption Event, the Servicer becoming aware of such default and receipt by the Servicer (with a copy to the Standby Servicer Facilitator) of written notice from the Issuer or (after the service of an Enforcement Notice) the Security Trustee requiring the same to be remedied or (ii) where the failure to pay has arisen as a result of a Disruption Event, the cessation of the relevant Disruption Event or, if earlier, 60 Business Days following the Servicer becoming aware of such default and receipt by the Servicer (with a copy to the Standby Servicer Facilitator) of written notice from the Issuer or (after the service of an Enforcement Notice) the Security Trustee requiring the same to be remedied; or

(b) material non-performance of its other covenants and obligations which in the opinion of the Note Trustee is materially prejudicial to the interests of the holders of the Most Senior Class and (except where, in the opinion of the Note Trustee, such default is incapable of remedy, when no such continuation and/or notice as is hereinafter mentioned be required) such default continues unremedied for a period of 30 days after the Servicer becomes aware of such event provided however that where the relevant default occurs as a result of a default by any person

to whom the Servicer has sub-contracted or delegated part of its obligations hereunder, such default shall not constitute a Servicer Termination Event if within such 30-day period the Servicer has taken steps to remedy such default provided such default is actually remedied within 60 days after the Servicer becomes aware; or

(c) an Insolvency Event occurring in respect of the Servicer; or

(d) 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 Security Trustee,

then (prior to the service of an Enforcement Notice) the Issuer with the written consent of the Security Trustee (with the Security Trustee acting on the instructions of the Note Trustee) or (after the service of an Enforcement Notice) the Security Trustee acting on the instructions of the Note Trustee (in the case of (a) or (b)) may, at once or at any time thereafter while such default continues, and (in the case of (c) or (d)) shall, at once, by notice in writing to the Servicer (with a copy to the Standby Servicer Facilitator) terminate its appointment as Servicer under the Servicing Agreement with effect from a date (not earlier than the date of the notice) specified in the notice (which date shall be 90 days or such other greater period agreed between the Issuer or (after the service of an Enforcement Notice) the Security Trustee and the Servicer)), provided further that the Servicer's appointment shall not be terminated until the appointment of a substitute servicer assuming, and performing all the material duties and obligations of the Servicer.

Subject to the fulfilment of a number of conditions (including the appointment of a substitute servicer), the Servicer may voluntarily resign by giving not less than three months' notice to the Issuer and the Security Trustee. The substitute servicer is required to have experience of administering mortgages in the United Kingdom and to enter into a servicing agreement with, amongst others, the Issuer and the Security Trustee substantially on the same terms as the relevant provisions of the Servicing Agreement, provided that:

(a) where the Issuer determines that it is not practicable, taking into account the then prevailing market conditions, to agree terms substantially similar to those set out in this Agreement with such substitute Servicer, the Issuer shall have certified in writing to the Security Trustee that, to the extent the terms are not substantially similar as aforementioned, such terms are fair and commercial terms taking into account the then prevailing current market conditions, which certificate shall be conclusive and binding on all parties and the Secured Creditors;

(b) the Security Trustee shall not be obliged to enter into any such arrangements if to do so would, in the sole opinion of the Security Trustee, have the effect of (a) exposing the Security Trustee to any liability for which it has not been indemnified and/or secured and/or pre-funded to its satisfaction and/or (b) increasing the obligations or duties, or decreasing the protections, of the Security Trustee in the Transaction Documents and/or the Conditions; and

(c) the Servicer shall not be released from its obligations under the Servicing Agreement until such substitute Servicer has entered into such new agreement.

If the appointment of the Servicer is terminated, the Servicer must deliver the title information documents and customer files relating to the Loans and Related Security to, or at the direction of, the Issuer.

Where a substitute servicer is appointed following the occurrence of a Servicer Termination Event, or the voluntary resignation by the Servicer, the Issuer's costs and expenses associated with the transfer of administration to the substitute servicer (the "**Transfer Costs**") will be paid by the Seller. Where the

Seller fails to pay such Transfer Costs, the Issuer shall pay such Transfer Costs in accordance with the applicable Priorities of Payments.

The administration fee payable to a substitute servicer will be agreed by the Issuer and the substitute servicer prior to its appointment.

Liability of the Servicer

The Servicer has agreed to indemnify each of the Issuer and the Security Trustee on an after-tax basis against all losses, liabilities, claims, expenses or damages incurred as a result of negligence, fraud or wilful default by the Servicer in carrying out its functions as servicer under the Servicing Agreement or any other Transaction Document to which it is party or as a result of a breach by the Servicer of the terms of the Servicing Agreement or the other Transaction Documents to which it is party (in such capacity).

Governing Law

The Servicing Agreement and any non-contractual obligations arising out of or in connection with the Servicing Agreement are governed by the laws of England and Wales, provided that any terms of the Servicing Agreement particular to (i) Northern Irish law will be construed in accordance with the laws or Northern Ireland and (ii) Scots law will be construed in accordance with the laws of Scotland.

Deed of Charge

On the Closing Date, the Issuer will enter into the Deed of Charge with, *inter alios*, the Security Trustee.

Security

Under the terms of the Deed of Charge, the Issuer will provide the Security Trustee with the benefit of, *inter alia*, the following security (the "**Security**") as trustee for itself and for the benefit of the Secured Creditors (including the Noteholders):

(a) an assignment by way of security (and to the extent not assigned, a charge by way of first fixed charge) (subject to the subsisting rights of redemption of the relevant Borrowers) of the Benefit of the Issuer in the Loans (other than the Scottish Loans) and their Related Security comprised in the Portfolio and any other documents or any security documents in either case setting out the terms of such Loans or their Related Security;

(b) an assignment by way of security (and to the extent not assigned, charges by way of first fixed charge, without prejudice to paragraph (a) above and to the extent that no charge created by paragraph (a) above is (if the Security Trustee were so to require) capable of registration at the Land Registry as a sub charge, in exercise of the power conferred by section 23(2)(b) of the Land Registration Act 2002 or the power conferred by section 41 of the Land Registration Act (Northern Ireland) 1970), all indebtedness comprising an obligation or liability to pay money secured by each registered charge of which it is registered as proprietor at the Land Registry and the Registers of Northern Ireland including those registered against the title or folio numbers set out in the relevant annexures to the Mortgage Sale Agreement;

(c) a charge by way of first fixed charge of the Benefit of the Issuer in each Authorised Investment;

(d) a charge by way of first fixed charge of the Benefit of the Issuer in each of the Santander Transaction Account, the Citi Transaction Account, each Swap Collateral Account (which for the avoidance of doubt includes the Securities Custody Account) and any bank or other accounts in which the Issuer may at any time have or acquire any Benefit and (to the extent of

its interest) all balances now or in the future standing to the credit of or accrued or accruing on such accounts;

(e) an assignment by way of security (and to the extent not assigned, a charge by way of first fixed charge) of the Benefit of the Issuer in the Insurance Policy and Buildings Insurance Polices;

(f) an assignment by way of security (and to the extent not assigned, a charge by way of first fixed charge) of the Benefit of the Issuer under each Transaction Document except (i) for any Transaction Document which is governed by Scots law and (ii) that the assignment by way of security of the Benefit of the Issuer under the Swap Agreement shall be subject to any rights of set-off or netting provided for thereunder;

(g) an assignment by way of security (and to the extent not assigned, a charge by way of first fixed charge) (but subject to the right of reassignment) of the Benefit of the Issuer under the Collection Account Trust;

(h) an assignation in security of the Issuer's beneficial interest in the Scottish Loans and their Related Security (comprising the Issuer's beneficial interest under the trust declared by the Seller over such Scottish Loans and their Related Security for the benefit of the Issuer pursuant to the Scottish Declaration of Trust); and

(i) 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).

"**Ancillary Rights**" means in relation to a Right, all ancillary rights, accretions and supplements to such Right, including any guarantees or indemnities in respect of such Right.

"**Authorised Investments**" means:

(a) Sterling gilt-edged securities;

(b) money market funds;

(c) Sterling demand or time deposits and certificates of deposit;

(d) United Kingdom Treasury bills; and

(e) 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) (aa) have a maturity date of 90 days or less and mature on or before the next following Interest Payment Date or within 90 days, whichever is sooner, and (at the time of investment) are rated at least F1+ (short term) and/or AA- (long term) by Fitch, and at least R-1 (middle) (short term) by DBRS (and AA (low) by DBRS if the investments have a long-term rating) (or, as applicable, AAAmmf by Fitch, in respect of money market funds), or

(bb) have a maturity date of 30 days or less and mature on or before the next Interest Payment Date or within 30 days, whichever is the sooner, and (at the time of investment) are rated at least F1 (short term) and A (long term) by Fitch, and at least R-1 (low) (short term) and A (long term) by DBRS (or, as applicable, AAAmmf by Fitch, in respect of money market funds), and (ii) may be broken or demanded by the Issuer (at no cost to the Issuer) on or before the next following Interest Payment Date or within

30 to 90 days, whichever is sooner, as specified in (i) above, save that where such investments would result in the recharacterisation of the programme, the Notes or any transaction under the Transaction Documents as a re-securitisation or a synthetic securitisation as defined in Articles 4(63) and 242(11), respectively, of Regulation (EU) No 575/2013 (as amended and/or supplemented from time to time), such investments shall not qualify as authorised investments.

In no event shall the Cash Manager be responsible for monitoring the ongoing compliance of any Authorised Investments with the relevant rating requirements in the definition of Authorised Investments.

"**Benefit**" in respect of any asset, agreement, property or right (each a "**Right**" for the purpose of this definition) held, assigned, conveyed, transferred, charged, sold or disposed of by any person shall be construed so as to include:

(a) all right, title, interest and benefit, present and future, actual and contingent (and interests arising in respect thereof) of such person in, to, under and in respect of such Right and all Ancillary Rights in respect of such Right;

(b) all monies and proceeds payable or to become payable under, in respect of, or pursuant to such Right or its Ancillary Rights and the right to receive payment of such monies and proceeds and all payments made including, in respect of any bank account, all sums of money which may at any time be credited to such bank account together with all interest accruing from time to time on such money and the debts represented by such bank account;

(c) the benefit of all covenants, undertakings, representations, warranties and indemnities in favour of such person contained in or relating to such Right or its Ancillary Rights;

(d) the benefit of all powers of and remedies for enforcing or protecting such person's right, title, interest and benefit in, to, under and in respect of such Right or its Ancillary Rights, including the right to demand, sue for, recover, receive and give receipts for proceeds of and amounts due under or in respect of or relating to such Right or its Ancillary Rights; and

(e) all items expressed to be held on trust for such person under or comprised in any such Right or its Ancillary Rights, all rights to deliver notices and/or take such steps as are required to cause payment to become due and payable in respect of such Right and its Ancillary Rights, all rights of action in respect of any breach of or in connection with any such Right and its Ancillary Rights and all rights to receive damages or obtain other relief in respect of such breach.

"**Secured Creditors**" means the Security Trustee, any Receiver appointed by the Security Trustee pursuant to the Deed of Charge, the Note Trustee, any Appointee, the Noteholders, the Seller, the Servicer, the Standby Servicer Facilitator, the Cash Manager, the Swap Provider, the Citi Account Bank, the Santander Account Bank, the Custodian, the Corporate Services Provider, the Paying Agents, the Registrar, the Agent Bank, the Subordinated Loan Provider and any other person who is expressed in any deed supplemental to the Deed of Charge to be a secured creditor.

"**Transaction Documents**" means:

(a) the Servicing Agreement;

(b) the Agency Agreement;

(c) the Cash Management Agreement;

(d) the Citi Bank Account Agreement;

(e) the Collection Account Declaration of Trust Accession Undertaking;

(f) the Corporate Services Agreement;

(g) the Deed of Charge;

(h) an incorporated terms memorandum signed by, among others, the Issuer, the Seller and the Security Trustee (the "**Incorporated Terms Memorandum**");

(i) the Mortgage Sale Agreement;

(j) the Santander Bank Account Agreement;

(k) the Securities Custody Agreement;

(l) the Scottish Declaration of Trust;

(m) the Scottish Supplemental Charge;

(n) the Trust Deed;

(o) a share trust deed dated 6 December 2024 (the "**Share Trust Deed**");

(p) the Subordinated Loan Agreement;

(q) the Swap Agreement;

(r) the power of attorney granted by the Seller in favour of the Issuer and the Security Trustee on the Closing Date (the "**Seller Power of Attorney**");

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.

The floating charge created by the Deed of Charge may crystallise and become a fixed charge over the relevant class of assets owned by the Issuer at the time of crystallisation. Crystallisation will occur automatically (subject to applicable law) following the occurrence of specific events set out in the Deed of Charge, including, among other events, service of an Enforcement Notice, except in relation to the Issuer's Scottish assets, where crystallisation will occur on the appointment of an administrative receiver or receiver or upon commencement of the winding up of the Issuer. 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 Redemption Priority of Payments

Prior to the Note Trustee serving an Enforcement Notice on the Issuer pursuant to Note Condition 11 (*Events of Default*), declaring the Notes to be immediately due and payable, the Cash Manager (on behalf of the Issuer) shall apply monies standing to the credit of each Transaction Account as described in "*Cashflows – Application of Available Revenue Receipts prior to the service of an Enforcement Notice on the Issuer*", "*Application of Available Redemption Receipts prior to the service of an Enforcement Notice on the Issuer* below and apply monies standing to the credit of the Swap Collateral Accounts as described in "*Cashflows – Swap Collateral*".

Post-Enforcement Priority of Payments

After the Note Trustee has served an Enforcement Notice on the Issuer pursuant to Note Condition 11 (*Events of Default*), declaring the Notes to be immediately due and payable, the Security Trustee (or the Cash Manager on its behalf) or any Receiver appointed by it shall apply the monies standing to the credit of each Transaction Account in accordance with the Post-Enforcement Priority of Payments defined in "*Cashflows – Distributions following the service of an Enforcement Notice or on an* Option Date or the Redemption Date" below and 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 Note Condition 11 (*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, the Security Trustee will not be entitled to dispose of the assets comprised in the Security 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 Noteholders (and all persons ranking in priority to the Noteholders as set out in the Post-Enforcement Priority of Payments), or (b) the Security Trustee is of the opinion, which shall be binding on the Secured Creditors, 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 Security 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 in the order of priority set out in the Post-Enforcement Priority of Payments); and (ii) once all the Noteholders (and all such prior ranking persons) have been repaid, to the remaining Secured Creditors in the order of priority set out in the Post-Enforcement Priority of Payments.

The fees and expenses of the financial adviser or other professional adviser selected by the Security Trustee shall be paid by the Issuer in accordance with the applicable Priority of Payments. The Security Trustee shall be entitled to rely upon any financial or other professional advice without further enquiry and shall incur no liability to any person for so doing.

No provision of the Deed of Charge, or any other Transaction Document, will require the automatic liquidation of the Portfolio on or following the service of an Enforcement Notice.

Governing Law

The Deed of Charge and any non-contractual obligations arising out of or in connection with it will be governed by the laws of England and Wales and aspects relating to Scottish Loans and their Related Security (including each Scottish Supplemental Charge entered into pursuant thereto) will be governed by Scots law, and aspects relating to Northern Irish Loans and their Related Security will be governed by Northern Irish law.

Trust Deed

On or about the Closing Date, the Issuer, the Security Trustee and the Note Trustee will enter into the Trust Deed pursuant to which the Issuer and the Note Trustee will agree that the Notes are subject to the provisions in the Trust Deed. The Note Conditions and the forms of each Class of Notes are each constituted by, and set out in, the Trust Deed.

The Note Trustee will agree to hold the benefit of the Issuer's covenant to pay amounts due in respect of the Notes, on trust for the Noteholders.

In accordance with the terms of the Trust Deed, the Issuer will pay a fee to the Note Trustee for its services under the Trust Deed at the rate and times agreed between the Issuer and the Note Trustee (exclusive of VAT) together with payment of any liabilities incurred by the Note Trustee in relation to the Note Trustee's performance of its obligations under or in connection with the Trust Deed and the other Transaction Documents.

Retirement of Note Trustee

The Note Trustee may retire at any time upon giving not less than 60 days' notice in writing to the Issuer without giving any reason therefor and without being responsible for any liabilities occasioned by such retirement. The holders of the Most Senior Class may, by Extraordinary Resolution, remove all trustees (but not some only) for the time being who are acting pursuant to the Trust Deed and the Deed of Charge. The retirement of the Note Trustee shall not become effective unless there remains a trust corporation entitled by rules made under the Public Trustee Act 1906 to carry out the functions of a custodian trustee (a "**Trust Corporation**") in office after such retirement or removal by Extraordinary Resolution. The Issuer will agree in the Trust Deed that, in the event of the sole trustee or the only trustee under the Trust Deed giving notice of its retirement, it shall use its best endeavours to procure a new trustee to be appointed as soon as practicable thereafter and if, after 60 days from the date the Note Trustee gives its notice of retirement or the applicable Extraordinary Resolution of the holders of the Most Senior Class, the Issuer is not able to find such replacement, the Note Trustee will be entitled to procure that a new trustee be appointed 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 the laws of England and Wales.

Agency Agreement

Pursuant to an agency agreement (the "**Agency Agreement**") dated on or prior to the Closing Date and made between the Issuer, the Note Trustee and the Security Trustee, the Principal Paying Agent, the Registrar and the Agent Bank, provision is made for, *inter alia*, the payment of principal and interest in respect of the Notes.

Governing Law

The Agency Agreement and any non-contractual obligations arising out of or in connection with it will be governed by the laws of England and Wales.

Cash Management Agreement

On the Closing Date, the Cash Manager, the Issuer, the Seller, the Servicer, the Swap Provider and the Security Trustee will enter into a cash management agreement (the "**Cash Management Agreement**").

Cash Management Services to be provided to the Issuer

Pursuant to the Cash Management Agreement, the Cash Manager will agree to provide certain cash management and other services to the Issuer or, upon the Security Trustee notifying the Cash Manager that an Enforcement Notice has been served on the Issuer, the Security Trustee. The Swap Provider is party to the Cash Management Agreement for the purposes of protecting its rights as a Secured Creditor of the Issuer only and does not have any obligations thereunder. The Cash Manager's principal function

will be effecting payments from the Citi Transaction Account. In addition, the Cash Manager will, among other things:

(a) on each Interest Payment Date prior to the service of an Enforcement Notice, apply, or cause to be applied by another party, Available Revenue Receipts in accordance with the Pre-Enforcement Revenue Priority of Payments, Available Redemption Receipts in accordance with the Pre-Enforcement Redemption Priority of Payments;

(b) on each Calculation Date determine if there would be a Revenue Deficit following the application of Available Revenue Receipts on the immediately following Interest Payment Date;

(c) on each Calculation Date, determine whether the immediately following Interest Payment Date is the Final Redemption Date;

(d) record credits to, and debits from, the Ledgers, as and when required; and

(e) if required (i) during the Determination Period, calculate the Interest Determination Ratio, the Calculated Revenue Receipts and the Calculated Redemption 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 Note Condition 6.10(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 "**Redemption Ledger**", which will record all Redemption Receipts received by the Issuer and the distribution of the Redemption Receipts in accordance with the Pre-Enforcement Redemption Priority of Payments, the Post-Enforcement Priority of Payments (as applicable) or by way of Borrower Repayment Amount of a principal nature;

(ii) the "**Revenue Ledger**", which will record all Revenue Receipts, 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), by way of Third Party Amounts, Borrower Repayment Amount of a revenue nature or Third Party Expenses;

(iii) the "**General Reserve Ledger**", which will record amounts credited to, and debited from, the general reserve fund (the "**General Reserve Fund**"). The General Reserve Fund will be deposited in the Citi Transaction Account and/or the Santander Transaction Account as the Servicer (on behalf of the Issuer) may instruct (with a corresponding credit being made to the General Reserve Fund Ledger). The General Reserve Fund will initially be funded by the Subordinated Loan up to the General Reserve Fund Target Level.

On each Interest Payment Date up to and including the Interest Payment Date immediately prior to the Interest Payment Date on which the Class A Notes are redeemed in full (prior to the service of an Enforcement Notice), the Cash Manager will (i) to the extent there is any Senior Expenses Deficit, apply (on behalf of the Issuer) the General Reserve Fund Drawing as Available Revenue Receipts, (ii) to the extent

there are any General Reserve Fund Excess Amounts, apply (on behalf of the Issuer) such amount as Available Revenue Receipts and (iii) then credit to the General Reserve Fund Ledger an amount of the Available Revenue Receipts applied on such Interest Payment Date needed to replenish the General Reserve Fund up to the General Reserve Fund Target Level in accordance with item (h) of the Pre-Enforcement Revenue Priority of Payments.

"**General Reserve Fund Target Level**" means:

(a) On the Closing Date, an amount equal to 1.50% of the Principal Amount Outstanding of the Class A Notes;

(b) On each Interest Payment Date, an amount equal to:

(i) if the General Reserve Fund Amortisation Conditions are satisfied as at the Calculation Date immediately preceding such Interest Payment Date, an amount equal to 1.50% of the Principal Amount Outstanding of the Class A Notes on such Calculation Date; or

(ii) if the General Reserve Fund Amortisation Conditions are not satisfied as at the Calculation Date immediately preceding such Interest Payment Date, an amount equal to the General Reserve Fund Target Level as at the immediately preceding Interest Payment Date;

(c) On the earlier of the service of an Enforcement Notice and the Interest Payment Date on which the Class A Notes are redeemed in full, zero.

The "**General Reserve Fund Amortisation Conditions**" means each of the following conditions:

(a) no Event of Default has occurred and is continuing;

(b) the Class A Principal Deficiency Sub-Ledger will not have a debit balance on the Interest Payment Date immediately following the relevant Calculation Date after applying all Available Revenue Receipts on that Interest Payment Date;

(c) the Current Balance of the Loans comprising part of the Portfolio in respect of which the aggregate amount in arrears is more than three times the monthly payment then due, is less than 3.00% of the aggregate Current Balance of the Loans comprising the Portfolio as at the Collection Period End Date immediately preceding the relevant Calculation Date; and

(d) cumulative Losses on the Portfolio as at the Collection Period End Date immediately preceding the relevant Calculation Date represent less than 1.00% of the aggregate Current Balance of the Loans comprising the Portfolio as at the Cut-Off Date.

(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 is informed of such Losses by 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 Redemption 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 "**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;

(vi) 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. 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; and

(vii) the "**Subordinated Loan Ledger**", which shall record as a credit on the Subordinated Loan Ledger the proceeds of the Subordinated Loan and as a debit all amounts applied by the Cash Manager to repay the Subordinated Loan to the Subordinated Loan Provider until the balance of the Subordinated Loan as recorded on the Subordinated Loan Ledger reaches zero in accordance with the Pre-Enforcement Revenue Priority of Payment or, as applicable, the Post-Enforcement Priority of Payments;

On or shortly after the Closing Date, the Issuer (or the Servicer on its behalf) shall instruct the Cash Manager to use the proceeds of the Subordinated Loan to (i) fund the General Reserve Fund up to the General Reserve Target Level and (ii) make payment of the Party B Initial Exchange Amount (as defined in the Swap Agreement) to the Swap Provider.

(b) calculate on each Calculation Date (prior to the service of an Enforcement Notice) the amount of Available Revenue Receipts and Available Redemption 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 Redemption Priority of Payments (as applicable);

(c) calculate on each Calculation Date up to and including the Calculation Date immediately preceding the Final Redemption Date (prior to the service of an Enforcement Notice) the amount of any Principal Addition Amounts to be applied on the immediately following Interest Payment Date (such amount to be determined after applying an amount equal to the amount recorded to the credit of the General Reserve Fund Ledger as Available Revenue Receipts (only up to and including the earlier of: (i) the Class A Note Redemption Date, and (ii) the service of an Enforcement Notice)) 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 Redemption Receipts on such Interest Payment Date;

(d) prepare the Investor Reports and publish the Investor Reports as set out in more detail in the section "*Certain Regulatory Disclosures – Transparency and Reporting under the UK Securitisation Framework and the EU Securitisation Regulation*" above; and

(e) as soon as reasonably practicable upon receiving a request from the Issuer or the Seller and provided that it has all information necessary to enable it to do so, calculate and provide to the Issuer and the Seller:

(i) an estimate of the Option Purchase Price on an Option Date or the Redemption Date within one Business Day of such request by the Issuer or the Seller; and/or

(ii) the final definitive amount of the Option Purchase Price and shall no later than the Calculation Date immediately preceding the relevant Option Date or the Redemption Date, inform the Issuer and the Seller of such amount.

At the direction of the Servicer, the Cash Manager, on behalf of and in the name of the Issuer, may invest monies standing from time to time to the credit of the 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 and reasonably 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 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. In no event shall the Cash Manager be responsible for monitoring the ongoing compliance of any Authorised Investments with the relevant rating requirements in the definition of Authorised Investments.

Investor Reporting

See the section "*Certain Regulatory Disclosures – Transparency and Reporting under the UK Securitisation Framework and the EU Securitisation Regulation*" above for more details.

Cash Manager and Directions from the Security Trustee

The Cash Manager will act upon the direction of the Security Trustee (given in accordance with the terms and provisions of the Deed of Charge) upon the Security Trustee notifying the Cash Manager that an Enforcement Notice has been served on the Issuer.

Remuneration of Cash Manager

The Cash Manager will be paid a cash management fee for its cash management services under the Cash Management Agreement. Such fees will be determined under a separate fee letter between the Issuer and the Cash Manager. Any sum (or other consideration) payable (or provided) by the Issuer to the Cash Manager in respect of that fee shall be deemed to be exclusive of VAT, if any, chargeable on any supply for which the cash management fee is the consideration (in whole or in part) for VAT purposes. The cash management fee is payable 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 due and payable by it under the Cash Management Agreement and such default continues unremedied for a period of three Business Days after the earlier of the Cash Manager becoming aware of such default and receipt by the Cash Manager of written notice from the Issuer or (following the service of an Enforcement Notice) the Security Trustee, as the case may be, requiring the same to be remedied; or

(b) default is made by the Cash Manager in the performance or observance of any of its other covenants and obligations under the Cash Management Agreement and such default continues unremedied for a period of 30 Business Days after the earlier of the Cash Manager becoming aware of such default and receipt by the Cash Manager of written notice from the Issuer or (following the service of an Enforcement Notice) the Security Trustee, as the case may be, requiring the same to be remedied; or

(c) an Insolvency Event occurs in respect of the Cash Manager; or

(d) it becomes unlawful for the Cash Manager to perform its obligations under the Cash Management Agreement or under any other Transaction Document,

then prior to the service of an Enforcement Notice, the Issuer (with the written consent of the Security Trustee), or following the service of an Enforcement Notice, the Security Trustee, may, at once or at any time thereafter while such default continues, by notice in writing to the Cash Manager (with a copy to the Security Trustee if such notice is delivered by the Issuer), terminate its appointment as Cash Manager under the Cash Management Agreement with effect from a date (not earlier than the date of the notice) specified in such notice. In determining whether to give or withhold consent to the termination of the Cash Manager by the Issuer, the Security Trustee will have regard to factors including, *inter alia*, the availability of a substitute cash manager. Upon termination of the appointment of the Cash Manager, the Issuer shall use reasonable endeavours to appoint a substitute cash manager that satisfies the conditions set out below.

Any substitute cash manager:

(a) must agree to enter into an agreement with the Issuer on terms commercially acceptable in the market, pursuant to which the substitute cash manager agrees to assume and perform all material duties and obligations of the Cash Manager under the Cash Management Agreement;

(b) must be a party that the Rating Agencies have previously confirmed by whatever means such Rating Agencies consider appropriate (provided that the Issuer is permitted to and does confirm in writing (including by email) to the Security Trustee that such confirmation has been obtained) the appointment of which will not cause the then current ratings of the Notes to be adversely affected; and

(c) will be subject to the prior written approval of the Security Trustee.

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 45 days' written notice (or such shorter time as may be agreed between the Cash Manager, the Issuer, the Servicer and the Security Trustee) of its resignation to the Issuer, the Servicer, the Seller and the Security Trustee, provided that:

(a) a substitute cash manager shall be appointed by the Issuer, such appointment to be effective not later than the date of such termination;

(b) such substitute cash manager has the requisite cash management experience to perform the functions to be given to it under the Cash Management Agreement and is approved by the Issuer and the Security Trustee;

(c) such substitute cash manager enters into a cash management agreement with the Issuer on terms commercially acceptable in the market, pursuant to which the substitute cash manager agrees to assume and perform all material duties and obligations of the Cash Manager under the Cash Management Agreement; and

(d) (if Notes remain outstanding) the then current ratings of the Class A Notes are not adversely affected as a result thereof, unless the Security Trustee (acting on the instructions of the Note Trustee) or the holders of the Class A Notes then outstanding (acting by way of an Extraordinary Resolution) otherwise agree

Governing Law

The Cash Management Agreement and any non-contractual obligations arising out of or in connection with it will be governed by the laws of England and Wales.

The Bank Account Agreements

Each of the Issuer Account Banks is required to have the Account Bank Required Minimum Rating.

Pursuant to the terms of a bank account agreement entered into on or about the Closing Date between the Issuer, the Citi Account Bank, the Cash Manager, the Servicer and the Security Trustee (the "**Citi Bank Account Agreement**"), the Issuer will maintain with the Citi Account Bank (i) the Citi Transaction Account which will be operated in accordance with the Citi Bank Account Agreement, the Cash Management Agreement and the Deed of Charge and (ii) the Swap Collateral Cash Account which will be operated in accordance with the Citi Bank Account Agreement, the Servicing Agreement, the Deed of Charge and the Swap Agreement. At the direction of the Servicer, the Cash Manager, on behalf of and in the name of the Issuer, may invest monies standing from time to time to the credit of the Citi 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 and reasonably 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 Citi Transaction Account. In no event shall the Cash Manager be responsible for monitoring the ongoing compliance of any Authorised Investments with the relevant rating requirements in the definition of Authorised Investments.

Pursuant to the terms of a bank account agreement entered into on or about the Closing Date between the Issuer, the Santander Account Bank, the Servicer and the Security Trustee (the "**Santander Bank Account Agreement**"), the Issuer will maintain with the Santander Account Bank the Santander Transaction Account which will be operated in accordance with the Santander Bank Account Agreement, the Cash Management Agreement and the Deed of Charge. The Servicer, on behalf of and in the name of the Issuer, may direct the investment of monies standing from time to time to the credit of the Santander 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 and reasonably incurred in making, changing or otherwise disposing of any investment in any Authorised Investments will be reimbursed to the Servicer 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 Santander Transaction Account.

In no event shall the Cash Manager be responsible for monitoring the ongoing compliance of any Authorised Investments with the relevant rating requirements in the definition of Authorised Investments.

If at any time the Citi Account Bank fails to maintain the required Account Bank Required Minimum Rating (or its appointment is terminated in accordance with the terms of the Citi Bank Account Agreement), the balance standing to the credit of the Citi Transaction Account shall, unless the Servicer (on behalf of the Issuer) instructs the Cash Manager otherwise, be transferred to the Santander Transaction Account and/or another account held at the Santander Account Bank (provided that at such time the Santander Account Bank maintains the required Account Bank Required Minimum Rating).

If at any time the Santander Account Bank fails to maintain the required Account Bank Required Minimum Rating (or its appointment is terminated in accordance with the terms of the Santander Bank Account Agreement), the balance standing to the credit of the Santander Transaction Account shall, unless the Servicer (on behalf of the Issuer) determines otherwise, be transferred to the Citi Transaction Account and/or another account held at the Citi Account Bank (provided that at such time the Citi Account Bank maintains the required Account Bank Required Minimum Rating).

If at any time the Citi Account Bank and the Santander Account Bank fail to maintain the required Account Bank Required Minimum Rating (or if their respective appointments are terminated in accordance with the terms of the Citi Bank Account Agreement or the Santander Bank Account Agreement, as relevant), the balance standing to the credit of the Citi Transaction Account and the Santander Transaction Account shall following instructions of the Servicer (acting on behalf of the Issuer) be transferred to an account/accounts held at a bank or banks which has/have the required Account Bank Required Minimum Rating.

"**Issuer Account Bank**" means the Citi Account Bank and/or the Santander Account Bank.

Interest

If any amount is standing to the credit of an Issuer Account, such amount will bear interest at a rate and as agreed from time to time in writing between the Issuer and the relevant Issuer Account Bank.

Governing Law

Each Bank Account Agreement and any non-contractual obligations arising out of or in connection with each of them will be governed by the laws of England and Wales.

Securities Custody Agreement

Pursuant to the terms of a securities custody agreement entered into on or about the Closing Date between the Issuer, the Custodian and the Security Trustee (the "**Securities Custody Agreement**"), the Issuer will maintain with the Custodian the Securities Custody Account which will be operated in accordance with the Securities Custody Agreement, the Cash Management Agreement and the Deed of Charge. If the Swap Provider is required to post collateral in the form of securities under the terms of the Swap Agreement, then the Securities Custody Account will be used to hold such collateral posted in the form of securities (if any).

Governing Law

The Securities Custody Agreement and any non-contractual obligations arising out of or in connection with each of them will be governed by the laws of England and Wales.

The Corporate Services Agreement

On or prior to the Closing Date, the Issuer, the Corporate Services Provider, the Share Trustee, Holdings and the Security Trustee will enter into a corporate services agreement (the "**Corporate Services Agreement**") pursuant to which the Corporate Services Provider will provide the Issuer and Holdings with certain corporate and administrative functions against the payment of a fee. Such services include, *inter alia*, the performance of all general book-keeping, secretarial, registrar and company administration services for the Issuer and Holdings (including the provision of directors), providing the directors with information in connection with the Issuer and Holdings, and the arrangement for the convening of shareholders' and directors' meetings.

Governing Law

The Corporate Services Agreement and any non-contractual obligations arising out of or in connection with it will be governed by the laws of England and Wales.

The Collection Account Declaration of Trust Accession Undertaking

On or prior to the Closing Date, the Issuer, the Collection Account Bank, the Seller and the Security Trustee will enter into an accession undertaking (the "**Collection Account Declaration of Trust Accession Undertaking**") in relation to a collection account declaration of trust dated 17 October 2018 (the "**Collection Account Declaration of Trust**"). Under the Collection Account Declaration of Trust, the Seller (as trustee) declared a trust over all of its rights, title, interest and benefit, present and future, in the Collection Account, including all amounts standing to the credit of the Collection Account, (as to both capital and income) (the "**Collection Account Trust**") in favour of (a) itself (as a beneficiary), (b) Elvet Mortgages 2021-1 PLC, (c) Elvet Mortgages 2023-1 PLC and (d) any New Beneficiary (as defined in the Collection Account Declaration of Trust). The Issuer will, pursuant to the Collection Account Declaration of Trust Accession Undertaking, accede to the Collection Account Declaration of Trust as a New Beneficiary. The Issuer's share of the Collection Account Trust will be equal to the aggregate of the Daily Loan Amounts paid into the Collection Account from (and including) the Closing Date, to (and including) such date of determination, less an amount equal to the total amount of any Daily Loan Amounts paid out of the Collection Account and into any Issuer Account from (and including) the Closing Date to (and including) such date.

Governing Law

The Collection Account Declaration of Trust and any non-contractual obligations arising out of or in connection with it is governed by the laws of England and Wales, and the Collection Account

Declaration of Trust Accession Undertaking and any non-contractual obligations arising out of or in connection with it will be governed by the laws of England and Wales.

Subordinated Loan Agreement

On or about the Closing Date, the Subordinated Loan Provider, the Issuer and the Security Trustee will enter into a subordinated loan agreement (the "**Subordinated Loan Agreement**"), pursuant to which the Subordinated Loan Provider will make available to the Issuer a subordinated loan of £12,042,784.06 (the "**Subordinated Loan**") which will be advanced to the Issuer on the Closing Date.

The Subordinated Loan will be drawn down in the form of a single tranche on the Closing Date for (i) the funding of the General Reserve Fund up to the General Reserve Fund Target Level and (ii) the payment of the Party B Initial Exchange Amount (as defined in the Swap Agreement). The Subordinated Loan will bear interest until repaid at a rate of Compounded Daily SONIA (calculated in the same manner and at the same frequency as under the Notes). Any unpaid interest will not fall due but will instead be due and payable on the next following Interest Payment Date on which sufficient funds are available to pay the unpaid amount and, pending such payment, will itself bear interest. Interest and principal in respect of the Subordinated Loan will be payable by the Issuer on each Interest Payment Date in accordance with the applicable Priority of Payments.

Governing Law

The Subordinated Loan 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 are obligations of the Issuer only. The Notes are not obligations of, or the responsibility of, or guaranteed by, any person other than the Issuer. In particular, the Notes are not obligations of, or the responsibility of, or guaranteed by, any of the Relevant Parties. No liability whatsoever in respect of any failure by the Issuer to pay any amount due under the Notes shall be accepted by any of the Relevant Parties or by any other person other than the Issuer.

The structure of the credit support arrangements may be summarised as follows:

1. Liquidity Support for the Notes provided by Available Revenue Receipts

It is anticipated that, during the life of the Notes, the interest payable by Borrowers on the Loans will, assuming that all of the Loans are fully performing, be sufficient so that the Available Revenue Receipts will be sufficient to pay the amounts due and payable under items pay items (a) to (o) (inclusive) of the Pre-Enforcement Revenue Priority of Payments.

Available Revenue Receipts will be applied (after making payments ranking higher in the Pre-Enforcement Revenue Priority of Payments) on each Interest Payment Date in accordance with the Pre-Enforcement Revenue Priority of Payments, towards reducing any Principal Deficiency Ledger entries which may arise from Losses on the Portfolio, and also from the application of Available Redemption Receipts as Principal Addition Amounts to cure any Revenue Deficit in accordance with item (a) of the Pre-Enforcement Redemption Priority of Payments.

2. General Reserve Fund and General Reserve Fund Ledger

On the Closing Date, the Issuer will establish the General Reserve Fund to provide liquidity support for the Class A Notes.

The General Reserve Fund will be funded initially by the Subordinated Loan in an amount equal to the General Reserve Fund Target Level on the Closing Date.

The General Reserve Fund will thereafter be funded on each Interest Payment Date up to and including the Interest Payment Date immediately prior to the Interest Payment Date on which the Class A Notes are redeemed in full (prior to the service of an Enforcement Notice), from amounts to be applied to the General Reserve Fund in accordance with the Pre-Enforcement Revenue Priority of Payments up to an amount equal to the General Reserve Fund Target Level.

After the Closing Date, on each Interest Payment Date up to the earlier of the Class A Note Redemption Date or the delivery of an Enforcement Notice, the General Reserve Fund will be replenished up to the General Reserve Fund Target Level from Available Revenue Receipts (to the extent available) in accordance with item (h) of the Pre-Enforcement Revenue Priority of Payments.

On any Calculation Date up to and including the Calculation Date immediately preceding the Class A Note Redemption Date (prior to the service of an Enforcement Notice), if the Cash Manager determines that on the immediately following Interest Payment Date, there would be a shortfall in the Available Revenue Receipts (after the application of any Available Revenue Receipts other than items (b), (c), (j) and (k) of the definition therein, as applicable) to cover payments of items (a) to (g) of the Pre-Enforcement Revenue Priority of Payment (a "**Senior Expenses Deficit**"), the Cash Manager will apply on such Interest Payment Date an amount from the General Reserve Fund equal to the lesser of:

(a) the amount standing to the credit of the General Reserve Fund Ledger on such Interest Payment Date; and

(b) the amount of such Senior Expenses Deficit,

(such amount being the "**General Reserve Fund Drawing**"), in meeting such Senior Expenses Deficit against the relevant items in the Pre-Enforcement Revenue Priority of Payments in the order that they appear in the Pre-Enforcement Revenue Priority of Payments (any such amount to be debited from the General Reserve Fund Ledger immediately following the application of Available Revenue Receipts (as applicable) pursuant to the Pre-Enforcement Revenue Priority of Payments on such Interest Payment Date).

If on any Interest Payment Date, the credit balance of the General Reserve Fund Ledger (after the application of any amount to meet any Senior Expenses Deficits) exceeds the General Reserve Fund Target Level on such Interest Payment Date, such excess amount being the "**General Reserve Fund Excess Amount**") shall be applied as Available Revenue Receipts in the Pre-Enforcement Revenue Priority of Payments.

The Cash Manager will maintain the General Reserve Fund Ledger pursuant to the Cash Management Agreement to record the balance from time to time of the General Reserve Fund.

On the Interest Payment Date on which the Class A Notes are redeemed in full all amounts recorded to the credit of the General Reserve Fund Ledger will be applied as Available Revenue Receipts in accordance with the Pre-Enforcement Revenue Priority of Payments.

Following the service of an Enforcement Notice, on an Option Date or the Redemption Date, monies standing to the credit of the General Reserve Fund Ledger will be applied in accordance with the Post-Enforcement Priority of Payments.

For more information about the application of the amounts recorded to the credit of the General Reserve Fund Ledger, see the section "*Summary of the Key Transaction Documents – Cash Management Agreement*" above.

3. Use of Available Redemption Receipts to pay Revenue Deficit

On each Calculation Date prior to the service of an Enforcement Notice, and with reference to the immediately following Interest Payment Date, the Cash Manager will calculate whether there will be a Revenue Deficit on such Interest Payment Date. If the Cash Manager determines that there will be a Revenue Deficit, then pursuant to item (a) of the Pre-Enforcement Redemption Priority of Payments, the Cash Manager on behalf of the Issuer shall apply an amount of Available Redemption Receipts equal to the lesser of:

(a) the amount of Available Redemption Receipts available for application pursuant to the Pre-Enforcement Redemption Priority of Payments on such Interest Payment Date; and

(b) the amount of a 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 accordance with the Pre-Enforcement Revenue Priority of Payments.

The "**Revenue Deficit**" shall be, on any Interest Payment Date, after the application of Available Revenue Receipts (other than item (k) of the definition therein), an amount equal to the shortfall to pay any items (a) to (f) (inclusive) 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 Redemption Receipts applied as Principal Addition Amounts will be recorded as a debit on the Principal Deficiency Ledger.

4. Principal Deficiency Ledger

A Principal Deficiency Ledger, comprising one sub-ledger for each of the Class A Notes and Class B Notes, will be established on the Closing Date. The Principal Deficiency Ledger will record as debit items any deemed principal losses in respect of the Portfolio, including the following:

(a) any Losses on the Loans in the Portfolio; and/or

(b) Principal Addition Amounts.

Any Losses on the Portfolio and/or Principal Addition Amounts 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 the Class A Principal Deficiency Sub-Ledger shall be recorded in respect of the Class A Notes. Losses and/or Principal Addition Amounts recorded on the Class B Principal Deficiency Sub-Ledger shall be recorded in respect of the Class B Notes.

Any debits will be recorded as a debit to the Principal Deficiency Ledger as follows:

(a) *first*, up to the PDL Maximum Amount in respect of the Class B Notes, as debits on the Class B Principal Deficiency Sub-Ledger; and

(b) *second,* up to the PDL Maximum Amount in respect of the Class A Notes, as debits on the Class A Principal Deficiency Sub-Ledger.

Amounts allocated to the Principal Deficiency Ledger shall be reduced to the extent of any Available Revenue Receipts available for such purpose on each Interest Payment Date in accordance with the Pre-Enforcement Revenue Priority of Payments as follows:

(a) *first*, to the Class A Principal Deficiency Sub-Ledger to reduce the debit balance thereon to zero; and

(b) *second*, to the Class B Principal Deficiency Sub-Ledger to reduce the debit balance thereon to zero.

"**Class A Principal Deficiency Sub-Ledger**" means the sub-ledger of the Principal Deficiency Ledger relating to the Class A Notes.

"**Class B Principal Deficiency Sub-Ledger**" means the sub-ledger of the Principal Deficiency Ledger relating to the Class B Notes.

"**PDL Maximum Amount**" means, in respect of a Class of Notes, the Principal Amount Outstanding of such Class of Notes.

5. Available Revenue Receipts and Available Redemption Receipts

Available Revenue Receipts and Available Redemption Receipts shall be applied on each Interest Payment Date in accordance with the Pre-Enforcement Revenue Priority of Payments and the Pre-Enforcement Redemption 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, any amounts standing to the credit of the General Reserve Fund Ledger and the Swap Collateral Ledger (if any), 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 and insufficient 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 Class A Notes, then the Issuer will be entitled under Note 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 Note Conditions will not constitute an Event of Default. However, failure to pay interest on the Class A Notes within any applicable grace period in accordance with the Note Conditions shall constitute an Event of Default under the Notes which may result in the Security Trustee enforcing the Security.

6. Interest Rate Risk for the Notes

Swap Agreement

On or about the Closing Date, the Issuer and the Swap Provider will enter into the ISDA Master Agreement (including the schedule, credit support annex and confirmation evidencing the Swap Transaction) as may be amended or supplemented from time to time (the "**Swap Agreement**").

"**ISDA Master Agreement**" means the 1992 ISDA Master Agreement, as published by the International Swaps and Derivatives Association, Inc..

Swap Transaction

The Loans in the Portfolio pay or will pay a fixed rate of interest for an initial period of time. However, the Issuer's liabilities with respect to interest under the Class A Notes and the Class B Notes are based on Compounded Daily SONIA.

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 the Class A Notes, the Class B Notes being calculated by reference to Compounded Daily SONIA,

the Issuer will enter into the Swap Transaction with the Swap Provider under the Swap Agreement on or around the Closing Date. On or around the Closing Date, the Issuer will pay an amount of swap premium and/or any swap fees to the Swap Provider, in consideration of the Swap Provider entering into the Swap Transaction (such amount being the Party B Initial Exchange Amount (as defined in the Swap Agreement)).

Under the Swap Transaction, for each Swap Calculation Period falling prior to the termination date of the Swap Transaction, the following amounts will be calculated:

(a) the amount produced by applying Compounded Daily SONIA to the Notional Amount (as defined below) of the Swap Transaction for the relevant Swap Calculation Period

and multiplying the resulting amount by the Day Count Fraction (as defined below) as calculated in accordance with the terms of the Swap Agreement (the "**Swap Provider Swap Amount**"); and

(b) the amount produced by applying a Fixed Rate (as defined in the Swap Agreement) to the Notional Amount of the Swap Transaction for the relevant Swap Calculation Period and multiplying the resulting amount by the Day Count Fraction as calculated in accordance with the terms of the Swap Agreement (the "**Issuer Swap Amount**").

After these two amounts are calculated in relation to a Swap Payment Date, and subject as provided below in relation to circumstances where the Swap Provider Swap Amount is negative for any Swap Calculation Period, the following payments will be made on that Swap Payment Date:

(a) if the Swap Provider Swap Amount for that Swap Payment Date is greater than the Issuer Swap Amount for that Swap Payment Date, then the Swap Provider will pay an amount equal to the excess to the Issuer;

(b) if the Issuer Swap Amount for that Swap Payment Date is greater than the Swap Provider Swap Amount for that Swap Payment Date, then the Issuer will pay an amount equal to the excess to the Swap Provider; and

(c) if the two amounts are equal, neither party will make a payment to the other.

If for any Swap Calculation Period Compounded Daily SONIA is negative, the Issuer will be required to pay to the Swap Provider the absolute value of the relevant Swap Provider Swap Amount determined using the applicable negative Compounded Daily SONIA rate as calculated in accordance with the terms of the Swap Agreement (the "**Issuer Swap Additional Amount**"). In this situation and in respect of the relevant Swap Calculation Period, the Issuer will be required to pay to the Swap Provider the scheduled Issuer Swap Amount (subject to the terms of the Swap Agreement) plus the Issuer Swap Additional Amount. The Swap Provider would not be required to make any payment to the Issuer in respect of the Swap Provider Swap Amount.

For the purposes of calculating both the Issuer Swap Amount and Swap Provider Swap Amount in respect of a Swap Calculation Period, the notional amount of the Swap Transaction (the "**Notional Amount**") will be set out in a pre-agreed table to the Swap Transaction and based on the expected repayment profile of the Fixed Rate Loans assuming a 0% constant prepayment rate on the Current Balance of the Fixed Rate Loans in the Portfolio as at the Cut-Off Date and the calculations will be made in accordance with the terms of the Swap Agreement.

For the purposes of determining the amounts payable under the Swap Transaction the following definitions apply:

"**Day Count Fraction**" means in respect of any Swap Calculation Period, Actual/365 (as defined in the Swap Agreement);

"**Swap Calculation Period**" means (other than the first Swap Calculation Period), each period that commences on (and includes) a Swap Payment Date and ends on (but excludes) the immediately following Swap Payment Date and in respect of the first Swap Calculation Period, means the period commencing on (and including) the Closing Date and ending on (but excluding) the Swap Payment Date falling in June 2025;

"**Swap Payment Date**" means the 22nd day of March, June, September and December in each year and ending on the termination date of the Swap Transaction, with the first Swap Payment Date falling in June 2025, in each case subject to adjustment in accordance with the business day convention as set out in the Swap Agreement.

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. However, the Swap Transaction has been entered into with the aim of significantly mitigating the Issuer's exposure to changes in Compounded Daily SONIA.

A single fixed amount funded by the Subordinated Loan is payable by the Issuer to the Swap Provider on or soon after the Closing Date, as more particularly described under the section "*Summary of the Key Transaction Documents – Subordinated Loan Agreement*".

The scheduled termination date of the Swap Transaction is the Swap Payment Date falling in December 2029.

General

If a payment is made by the Swap Provider under the Swap Agreement (other than any amounts which are not to be applied as Available Revenue Receipts in accordance with the Swap Collateral Account Priority of Payments, including for the avoidance of doubt, (i) Swap Collateral, (ii) any Replacement Swap Premium paid to the Issuer, and (iii) amounts in respect of Swap Tax Credits on such Interest Payment Date other than, in each case, any Swap Collateral Account Surplus which is to be applied as Available Revenue Receipts in accordance with the Swap Collateral Account Priority of Payments), that payment will be included in the Available Revenue Receipts and will be applied on the relevant Swap Payment Date according to the applicable Priority of Payments. If a payment is to be made by the Issuer, it will be made according to the applicable Priority of Payments of the Issuer.

Under the terms of the Swap Agreement, in the event that the relevant rating(s) of the Swap Provider assigned to it by a Rating Agency falls below the required swap ratings (the "**Required Swap Ratings**") (as to which see further the section of this Prospectus headed "*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 (i) providing collateral for its obligations under the Swap Transaction, or (ii) arranging for its obligations under the Swap Transaction to be transferred to an entity with the Required Swap Ratings, or (iii)_ 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 or (iv) taking such other action (or inaction) as will result in the ratings of the then outstanding Notes with the highest rating by the relevant Rating Agency being restored to or maintained at the level they were at immediately prior to the downgrade. However, no assurance can be given that, at the time that such actions are required, sufficient collateral will be available to the Swap Provider for posting or that another entity with the Required Swap Ratings will be available to become a replacement swap provider, co-obligor or guarantor or that the applicable Swap Provider will be able to take the requisite other action. If the remedial measures following a downgrade below the Required Swap Ratings are not taken within the applicable time frames, this will in certain circumstances permit the Issuer to terminate the Swap Agreement early.

The Swap Transaction may be terminated in certain circumstances, including without limitation the following, each as more specifically described and defined in the Swap Agreement:

(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 and result in one of the parties being prevented from performing its obligations, receiving payments or complying with any material provision of the Swap Agreement;

(g) in certain circumstances, if a deduction or withholding for or on account of taxes is imposed on payments under the 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) if the Swap Provider merges into another entity and the resulting entity does not assume the Swap Provider's rights and obligations under the Swap Agreement;

(j) service by the Note Trustee of an Enforcement Notice on the Issuer pursuant to Note Condition 11 (*Events of Default*);

(k) if the Notes are to be redeemed in whole (but not in part) on a specified date prior to the Final Maturity Date other than as a result of delivery of an Enforcement Notice in accordance with Note Condition 11 (*Events of Default*), pursuant to Note Condition 8.3 (*Redemption of the Notes in Full*) or Note Condition 8.4 (*Redemption of the Notes for Taxation or Other Reasons*);

(l) any provision of the Transaction Documents or the Note Conditions is modified, amended or supplemented without the Swap Provider's prior written consent (such consent not to be unreasonably withheld or delayed) and the Swap Provider (acting reasonably and in good faith) determines that such modification, amendment or supplement would breach any Swap Provider Entrenched Rights; and

(m) in certain circumstances if the Issuer and the Swap Provider are not able to agree following a benchmark event and the application of the fallback provisions of the 2021 ISDA Interest Rate Derivatives Definitions to the Swap Transaction, in accordance with the terms of the Swap Agreement.

Under the Trust Deed, the Issuer must notify the Swap Provider in writing of any proposed modification, amendment or supplement to any provisions of the Transaction Documents, the Note Conditions as soon as reasonably practicable following such modification. If, in the Swap Provider's opinion (acting reasonably and in good faith), such modification, amendment or supplement would breach any Swap Provider Entrenched Rights, the Swap Provider's written consent will be required.

Depending on the terms of the Swap Transaction and the circumstances prevailing at the time of termination, any termination payment under the Swap Agreement could be substantial and may affect the funds available for paying amounts due to the Noteholders.

Upon termination of the Swap Agreement, the Servicer (on behalf of the Issuer) shall procure a replacement swap transaction, 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 Transaction.

The Swap Provider will generally be obliged to gross up payments made by it to the Issuer if a withholding or deduction for or on account of tax 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 the laws of England and Wales.

CASHFLOWS

Definition of Revenue Receipts

"**Revenue Receipts**" means (a) payments of interest and other fees due from time to time under the Loans (including any Early Repayment Charges) and other amounts received by the Issuer in respect of the Loans and their Related Security, (b) recoveries of interest from defaulting Borrowers under Loans being enforced, (c) recoveries of all amounts from defaulting Borrowers under Loans following enforcement and sale of the relevant property and (d) the proceeds of repurchase attributable to Accrued Interest and Arrears of Interest only of any Loan repurchased by the Seller from the Issuer pursuant to the Mortgage Sale Agreement.

Definition of Available Revenue Receipts

"**Available Revenue Receipts**" means, for each Interest Payment Date, an amount credited to any of the Issuer Accounts 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 Redemption Receipts on that Interest Payment Date, received by the Issuer (including amounts representing amounts received in respect of any repurchases of Loans and their Related Security by the Seller pursuant to the Mortgage Sale Agreement attributable to Accrued Interest and Arrears of Interest at the relevant repurchase date) during the immediately preceding Collection Period;

(b) the General Reserve Fund Drawings, but only to the extent necessary (after the application of any Available Revenue Receipts (other than items (b), (c), (j) and (k), as applicable)) to pay the Senior Expenses Deficit;

(c) on each Interest Payment Date (prior to the Class A Note Redemption Date), all General Reserve Fund Excess Amounts;

(d) on the Class A Note Redemption Date, all amounts standing to the credit of the General Reserve Fund Ledger;

(e) 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);

(f) amounts received or to be received by the Issuer on or before such Interest Payment Date under or in connection with the Swap Agreement, including any early termination amount received in connection with the Swap Agreement and which is not required to fund a Replacement Swap Premium payable by the Issuer, and any Swap Collateral Account Surplus which is to be applied as Available Revenue Receipts in accordance with the Swap Collateral Account Priority of Payments (other than any amounts which are not to be applied as Available Revenue Receipts in accordance with the Swap Collateral Account Priority of Payments, including for the avoidance of doubt, (i) Swap Collateral, (ii) any Replacement Swap Premium paid to the Issuer, and (iii) amounts in respect of Swap Tax Credits on such Interest Payment Date);

(g) on each Interest Payment Date following a Determination Period, any Reconciliation Amounts deemed to be Available Revenue Receipts in accordance with Note Condition 6.10(c) (*Determinations and Reconciliation*);

(h) in respect of any Interest Payment Date falling in a Determination Period, amounts credited to the Citi Transaction Account (including, for the avoidance of doubt, any amounts transferred from the Santander Transaction Account by or at the request of the Servicer (acting on the instruction of the Issuer) with such request given directly to the Santander Account Bank), on the previous Interest Payment Date in accordance with item (m) of the Pre-Enforcement Revenue Priority of Payments;

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

(j) the Principal Addition Amounts to be applied as Available Revenue Receipts (after the application of any Available Revenue Receipts, other than item (k) below);

(k) any amounts to be applied as Available Revenue Receipts pursuant to item (d) of the Pre-Enforcement Redemption Priority of Payments;

(l) in respect of an Option Date, amounts to be applied as Available Revenue Receipts to effect a redemption in full of the Notes pursuant to the relevant Note Condition;

less:

(m) amounts applied from time to time during the immediately preceding Collection Period in making payment of certain monies which properly belong to third parties (including the Seller) such as (but not limited to):

(i) payments of certain insurance premiums in respect of the Insurance Policy (to the extent referable to the Loans);

(ii) amounts under a Direct Debit which are repaid to the bank making the payment if such bank is unable to recoup or recall such amount itself from its customer's account or is required to refund an amount previously debited; and

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

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

(n) any amount payable by the Issuer and/or the Seller (as legal title holder) during the immediately preceding Collection Period (A) to a Borrower under the terms of the Mortgage Conditions or by operation of law including (without limitation) amounts overpaid by a Borrower or proceeds of enforcement which exceed the amounts outstanding in respect of the Loan (but subject to any right to refuse or withhold payment of such amount or any right of set off that has arisen by reason of such Borrower's breach of the terms of the relevant Loan Files) or (B) to any other person in respect of a payment relating to a Loan which has not been accepted by the Seller (as legal title holder) or the Servicer (a "**Borrower Repayment Amount**") of a revenue nature, to be paid into the Collection Account;

(o) any tax payments and any amount due in respect of VAT at the rate applicable from time to time 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; and

(p) (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 or to pay any amounts due to the Collection Account Bank during the immediately preceding Collection Period,

(items within (o) and (p) being collectively referred to herein as "**Third Party Expenses**").

Payments on Business Days other than Interest Payment Dates

On each Business Day during a Collection Period (other than an Interest Payment Date) prior to the service of an Enforcement Notice, the Cash Manager shall, on behalf of the Issuer, (and following notification from the Servicer or the Issuer of the relevant payments and amounts) effect payment from monies in the Transaction Accounts and recorded in the Revenue Ledger of the amounts due and payable by the Issuer on such Business Day in relation to the following matters in the amounts required (provided that payments to be made from and including any Collection Period Start Date to and including the immediately following Interest Payment Date shall only be made from amounts paid into the Transaction Accounts during the Collection Period in which that payment falls) (but in no order of priority, as described immediately below):

(a) any Third Party Amounts;

(b) any Borrower Repayment Amount of a revenue nature, to be paid into the Collection Account;

(c) any Third Party Expenses.

On each Business Day during a Collection Period (other than an Interest Payment Date) prior to the service of an Enforcement Notice, the Cash Manager shall, on behalf of the Issuer, effect payment from monies in the Transaction Accounts and recorded in the Redemption Ledger of the amounts due and payable by the Issuer on such Business Day in relation to any Borrower Repayment Amount of a principal nature to be paid to the Collection Account in the amounts required (provided that payments to be made from and including any Collection Period Start Date to and including the immediately following Interest Payment Date shall only be made from amounts paid into the Transaction Accounts during the Collection Period in which that payment falls).

"**Direct Debiting Scheme**" means the system for the manual or automated debiting of bank accounts by Direct Debit operated in accordance with the principal rules of certain members of the Association for Payment Clearing Services.

Application of Available Revenue Receipts prior to the service of an Enforcement Notice on the Issuer

On each relevant Interest Payment Date prior to the service of an Enforcement Notice by the Note Trustee on the Issuer or an Option Date, the Cash Manager, on behalf of the Issuer, shall apply or provide for the application of the Available Revenue Receipts in the following order of priority (in each case only if and to the extent that payments or provisions of a higher priority have been made in full) (the "**Pre-Enforcement Revenue Priority of Payments**"):

(a) *first*, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof of:

(i) any fees, costs, charges, Liabilities, expenses and all other amounts then due and payable to the Note Trustee and any Appointee under the provisions of the Trust Deed and the other Transaction Documents together with (if due and payable) VAT thereon as provided therein; and

(ii) any fees, costs, charges, Liabilities, expenses and all other amounts then due and payable to the Security Trustee and any Appointee under the provisions of the Deed of Charge and the other Transaction Documents together with (if due and payable) VAT thereon as provided therein;

(b) *second*, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof (in each case without double counting) of:

(i) any remuneration then due and payable to the Agent Bank, the Registrar and the Paying Agents and any fees, costs, charges, Liabilities and expenses then due and payable to them under the provisions of the Agency Agreement, together with (if due and payable) VAT thereon as provided therein;

(ii) any amounts then due and payable to the Cash Manager and any fees, costs, charges, Liabilities and expenses then due and payable under the provisions of the Cash Management Agreement, together with (if due and payable) VAT thereon as provided therein;

(iii) any amounts then due and payable to the Servicer and any fees (including the Servicing Fee), costs, charges, Liabilities and expenses then due and payable under the provisions of the Servicing Agreement, together with (if due and payable) VAT thereon as provided therein;

(iv) any amounts then due and payable to the Corporate Services Provider and any fees, costs, charges, Liabilities and expenses then due and payable under the provisions of the Corporate Services Agreement, together with (if due and payable) VAT thereon as provided therein;

(v) any amounts then due and payable to the Custodian and any fees, costs, charges, Liabilities and expenses then due and payable under the provisions of the Securities Custody Agreement, together with (if due and payable) VAT thereon as provided therein;

(vi) any amounts then due and payable to the Citi Account Bank and any fees, costs, charges, Liabilities and expenses then due and payable under the Citi Bank Account Agreement, together with (if due and payable) VAT thereon as provided therein;

(vii) any amounts then due and payable to the Santander Account Bank and any fees, costs, charges, Liabilities and expenses then due and payable under the Santander Bank Account Agreement, together with (if due and payable) VAT thereon as provided therein; and

(viii) any amounts then due and payable to the Standby Servicer Facilitator and any fees, costs, charges, Liabilities and expenses then due and payable under the provisions of the Servicing Agreement, together with (if due and payable) VAT thereon as provided therein;

(c) *third*, in or towards satisfaction of any Transfer Costs which the Servicer has failed to pay pursuant to the Servicing Agreement and (to the extent not yet covered by way of Third Party Amounts, Borrower Repayment Charges or Third Party Expenses) any amounts due and payable by the Issuer to third parties (not being Secured Creditors) and incurred without breach by the Issuer of the Transaction Documents to which it is a party (and for which payment has not been provided for elsewhere), provided that the relevant third parties have provided the Issuer with a valid invoice for such amounts;

(d) *fourth*, to pay the Issuer an amount equal to £300 in respect of the prior Interest Period to be retained by the Issuer as profit in respect of the business of the Issuer (the "**Issuer Profit Amount**") (which may be used by the Issuer to pay or discharge any tax liability of the Issuer);

(e) *fifth*, to provide for amounts due and payable on the relevant Swap Payment Date, to pay, in or towards satisfaction of any amounts due and payable to the Swap Provider in respect of the Swap Agreement (including any termination payment due and payable by the Issuer to the extent it is not satisfied by the payment by the Issuer to the Swap Provider of any Replacement Swap Premium or from the Swap Collateral Account Priority of Payments) but excluding, if applicable, any related Swap Subordinated Amounts payable under item (l);

(f) *sixth,* to pay, *pro rata* and *pari passu*, all amounts (other than in respect of principal amounts) due and payable on the Class A Notes;

(g) *seventh,* to credit the Class A Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Available Redemption Receipts);

(h) *eight,* to replenish the General Reserve Fund Ledger up to the General Reserve Fund Target Level;

(i) *ninth,* to credit the Class B Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Available Redemption Receipts);

(j) *tenth,* on the Interest Payment Date immediately after the Step-up Date and on each Interest Payment Date thereafter, and provided that the Class A Notes have not, on or before such Interest Payment Date, been redeemed in full, all remaining excess amounts to be applied as Available Redemption Receipts in accordance with the Pre-Enforcement Redemption Priority of Payments on such Interest Payment Date;

(k) *eleventh,* to pay, *pro rata* and *pari passu*, all interest (including any Deferred Interest and Additional Interest due and payable on the Class B Notes) due and payable on the Class B Notes;

(l) *twelfth,* to pay in accordance with the terms of the Swap Agreement to the Swap Provider any Swap Subordinated Amounts (to the extent not satisfied by payment to the Swap Provider by the Issuer of any applicable Replacement Swap Premium or from the Swap Collateral Account Priority of Payments);

(m) *thirteenth,* on any Interest Payment Date falling within a Determination Period, all remaining amounts to be credited to the Citi Transaction Account, or if advised by the Servicer (acting on the instruction of the Issuer) to the Santander Transaction Account, to be applied on the next Interest Payment Date as Available Revenue Receipts;

(n) *fourteenth,* to pay the interest due and payable on the Subordinated Loan under the Subordinated Loan Agreement;

(o) *fifteenth,* to pay the principal amount due and payable on the Subordinated Loan under the Subordinated Loan Agreement; and

(p) *sixteenth,* Deferred Consideration to the Seller in accordance with the Mortgage Sale Agreement;

As used in this Prospectus:

"**Accrued Interest**" means in respect of a Loan as at any date the aggregate of all interest accrued but not yet due and payable on the Loan from (and including) the Monthly Instalment Day immediately preceding the relevant date to (but excluding) the relevant date.

"**Appointee**" means any attorney, manager, agent, delegate, nominee, custodian, financial adviser or other professional adviser or other person properly appointed by the Note Trustee under the Trust Deed or the Security Trustee under the Deed of Charge (as applicable) to discharge any of its functions.

"**Arrears of Interest**" means as at any date in respect of any Loan, the aggregate of all interest (other than Capitalised Amounts) on that Loan which is currently due and payable and unpaid on that date.

"**Securities Custody Agreement**" means the securities custody agreement dated on or around the Closing Date between the Issuer, the Custodian and the Security Trustee in respect of the opening and maintenance of the Securities Custody Account.

"**Early Repayment Charge**" means any charge (other than a Redemption Fee) which a Borrower is required to pay in the event that he or she repays all or any part of the relevant Loan before a specified date in the Mortgage Conditions.

"**Interest Period**" means the period from (and including) an Interest Payment Date (except in the case of the first Interest Period, which shall commence on (and include) the Closing Date) to (but excluding) the next following Interest Payment Date.

"**Liabilities**" means in respect of any person, any losses, damages, costs, charges, awards, claims, demands, expenses, judgments, decrees, actions, proceedings or other liabilities whatsoever (including by way of indemnity) including properly incurred legal fees and any Taxes and penalties incurred by that person.

"**Redemption Fee**" means the standard redemption fee charged to the Borrower by the Servicer where the Borrower makes a repayment of the full outstanding principal of a Loan on the maturity date of such Loan.

"**Replacement Swap Agreement**" means an agreement between the Issuer and a replacement swap provider to replace the Swap Transaction.

"**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.

"**Servicing Fee**" means a fee (inclusive of VAT, if any) that the Issuer shall pay to the Servicer, of up to an aggregate amount calculated on the basis of the number of days elapsed in each calendar month over a 365 day year (or over a 366 day year in a leap year), by applying a rate of 0.08% per annum on the aggregate Current Balance of the Loans (excluding any Enforced Loans) on the Collection Period Start Date at the start of the immediately preceding Collection Period, in consideration for the Servicer providing Services, being the cash management and incidental administration element of the Services and carrying out the other duties and obligations on its part set out in the Servicing Agreement;

"**Swap Collateral**" means the collateral provided by the Swap Provider to the Issuer under the Swap Agreement and includes any interest and distributions in respect thereof.

"**Swap Collateral Account**" means (a) the Swap Collateral Cash Account; (b) any Swap Collateral Additional Account; (c) such additional or replacement collateral account as may for the time being be

in place with the prior consent of the Security Trustee and designated as such; and (d) the Securities Custody Account.

"**Swap Provider Default**" means the occurrence of an Event of Default (as defined in the Swap Agreement) where the Swap Provider is the defaulting party (as defined in the Swap Agreement).

"**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 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.

"**Transfer Costs**" means the Issuer's costs and expenses associated with the transfer of servicing to a substitute servicer.

Definition of Redemption Receipts

"**Redemption Receipts**" means (a) principal repayments under the Loans (including payments of arrears of principal and Capitalised Amounts), (b) recoveries of principal from defaulting Borrowers under Loans being enforced, (c) recoveries of principal from defaulting Borrowers under Loans in respect of which enforcement procedures relating to the sale of the property have been completed (including the proceeds of sale of the relevant Property, to the extent such proceeds of sale are deemed to be principal but excluding all amounts received following a sale of the relevant Property), (d) any payment pursuant to any insurance policy in respect of a Property in connection with a Loan in the Portfolio, to the extent such payment is deemed to be principal, and (e) the proceeds of the repurchase of any Loan by the Seller from the Issuer pursuant to the Mortgage Sale Agreement (but for the avoidance of doubt, excluding amounts attributable to Accrued Interest and Arrears of Interest thereon as at the relevant repurchase date).

"**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 Collections Policy.

Definition of Available Redemption Receipts

"**Available Redemption Receipts**" means for any Interest Payment Date an amount credited to any of the Issuer Accounts equal to the aggregate of (without double counting):

(a) all Redemption Receipts or, if in a Determination Period, any Calculated Redemption Receipts, in each case excluding an amount equal to any Reconciliation Amounts to be applied as Available Revenue Receipts on that Interest Payment Date (including amounts representing amounts received in respect of any repurchases of Loans and their Related Security that were repurchased by the Seller pursuant to the Mortgage Sale Agreement (but for the avoidance of doubt, excluding amounts attributable to Accrued Interest and Arrears of Interest thereon as at

the relevant repurchase 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 the Principal Deficiency Ledger is to be reduced on that Interest Payment Date;

(c) any amounts deemed to be Available Redemption Receipts in accordance with item (j) of the Pre-Enforcement Revenue Priority of Payments;

(d) in respect of an Option Date, amounts received to be applied as Available Redemption Receipts to effect a redemption in full of the Notes pursuant to the relevant Note Condition; and

(e) on each Interest Payment Date following a Determination Period, any Reconciliation Amounts deemed to be Available Redemption Receipts in accordance with Note Condition 6.10(c) (*Determinations and Reconciliation*);

(f) (in respect of the First Interest Payment Date only) the amount paid into the Citi Transaction Account on the Closing Date from the excess of the proceeds of the Notes over the Current Balance of the Portfolio as at the Cut-Off Date;

less

(g) any Borrower Repayment Amount of a principal nature, to be paid into the Collection Account.

Application of Available Redemption Receipts prior to the service of an Enforcement Notice on the Issuer

Prior to the service of an Enforcement Notice on the Issuer or an Option Date, the Cash Manager on behalf of the Issuer is required pursuant to the terms of the Cash Management Agreement to apply Available Redemption Receipts on each Interest Payment Date in the following order of priority (the "**Pre-Enforcement Redemption 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*, any Principal Addition Amounts to be applied to meet any Revenue Deficit;

(b) *second*, to pay, *pro rata* and *pari passu*, all principal amounts due and payable on the Class A Notes until the Class A Notes have been redeemed fully;

(c) *third*, to pay, *pro rata* and *pari passu*, all principal amounts due and payable on the Class B Notes until the Class B Notes have been redeemed fully; and

(d) *fourth*, all remaining excess amounts to be applied as Available Revenue Receipts.

Distributions following the service of an Enforcement Notice or on an Option Date or the Redemption Date

After an Enforcement Notice has been served on the Issuer, the Security Trustee (or the Cash Manager on its behalf or any Receiver appointed by the Security Trustee in connection with the enforcement of the Security) will apply all amounts received or recovered (including any amounts recorded to the credit of the General Reserve Fund Ledger) other than:

- any amount standing to the credit of the Swap Collateral Account 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 Swap Collateral Account Priority of Payments); and

- any amount standing to the credit of the Issuer Profit Ledger (which may be applied by the Issuer to the extent necessary, 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 Redemption Priority of Payments, the "**Priorities of Payments**" and each, a "**Priority of Payments**"):

(a) *first*, in or towards satisfaction, *pro rata* and *pari passu,* according to the respective amounts thereof of:

(i) any fees, costs, charges, Liabilities, expenses and all other amounts then due and payable to the Note Trustee, Receiver and any Appointee under the provisions of the Trust Deed and the other Transaction Documents, together with (if due and payable) VAT thereon as provided therein; and

(ii) any fees, costs, charges, Liabilities, expenses and all other amounts then due and payable to the Security Trustee, Receiver and any Appointee under the provisions of the Deed of Charge and the other Transaction Documents, together with (if due and payable) VAT thereon as provided therein;

(b) *second*, in or towards satisfaction, *pro rata* and *pari passu,* according to the respective amounts thereof of:

(i) any remuneration then due and payable to the Agent Bank, the Registrar and the Paying Agents and any costs, charges, Liabilities and expenses then due and payable to them under the provisions of the Agency Agreement, together with (if due and payable) VAT thereon as provided therein;

(ii) any amounts then due and payable to the Cash Manager and any fees, costs, charges, Liabilities and expenses then due and payable under the provisions of the Cash Management Agreement, together with (if due and payable) VAT thereon as provided therein;

(iii) any amounts then due and payable to the Servicer and any fees (including the Servicing Fee), costs, charges, Liabilities and expenses then due and payable under the provisions of the Servicing Agreement, together with (if due and payable) VAT thereon as provided therein;

(iv) 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 due and payable) VAT thereon as provided therein;

(v) any amounts then due and payable to the Custodian and any fees, costs, charges, Liabilities and expenses then due and payable under the provisions of the Securities Custody Agreement, together with (if due and payable) VAT thereon as provided therein;

(vi) any amounts then due and payable to the Citi Account Bank and any fees, costs, charges, Liabilities and expenses then due and payable under the Citi Bank Account Agreement, together with (if due and payable) VAT thereon as provided therein;

(vii) any amounts then due and payable to the Santander Account Bank and any fees, costs, charges, Liabilities and expenses then due and payable under the Santander Bank Account Agreement, together with (if due and payable) VAT thereon as provided therein; and

(viii) any amounts then due and payable to the Standby Servicer Facilitator and any fees, costs, charges, Liabilities and expenses then due and payable under the provisions of the Servicing Agreement, together with (if due and payable) VAT thereon as provided therein;

(c) *third*, in or towards satisfaction of any Transfer Costs which the Servicer has failed to pay pursuant to the Servicing Agreement;

(d) *fourth*, to pay in or towards satisfaction of any amounts due and payable to the Swap Provider in respect of the Swap Agreement (including any termination payment due and payable by the Issuer to the extent it is not satisfied by any payments by the Issuer to the Swap Provider of any applicable Replacement Swap Premium or under the Swap Collateral Account Priority of Payments) but excluding, if applicable, any related Swap Subordinated Amounts payable under item (g);

(e) *sixth*, to pay, *pro rata* and *pari passu*, all amounts due and payable on the Class A Notes;

(f) *seventh*, to pay, *pro rata* and *pari passu*, all amounts due and payable on the Class B Notes;

(g) *eighth*, to pay in accordance with the terms of the Swap Agreement to the Swap Provider any Swap Subordinated Amounts (to the extent not satisfied by payment to the Swap Provider by the Issuer of any applicable Replacement Swap Premium or from the Swap Collateral Account Priority of Payments);

(h) *ninth,* to pay all amount due and payable on the Subordinated Loan to the Subordinated Loan Provider under the Subordinated Loan Agreement;

(i) *tenth,* to pay any amounts due and (to the extent not yet covered by way of Third Party Amounts, Borrower Repayment Charges or Third Party Expenses) any amounts due and payable by the Issuer to third parties (not being Secured Creditors) and incurred without breach by the Issuer of the Transaction Documents to which it is a party (and for which payment has not been provided for elsewhere), provided that the relevant third parties have provided the Issuer with a valid invoice for such amounts;

(j) *eleventh,* to pay the Issuer Profit Amount; and

(k) *twelfth,* Deferred Consideration to the Seller in accordance with the Mortgage Sale Agreement.

The Post-Enforcement Priority of Payments will also be used on an Option Date or the Redemption Date (if any). In this case, the Security Trustee will not apply any money in accordance with the Post-Enforcement Priority of Payments and such money will be applied by the Cash Manager.

Swap Collateral

In the event that the Swap Provider is required to transfer collateral to the Issuer in respect of its obligations under the Swap Agreement (the "**Swap Collateral**") 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, in the case of cash Swap Collateral, be credited to a swap collateral cash account opened pursuant to the Citi Bank Account Agreement and denominated in Sterling (a "**Swap Collateral Cash Account**") and credited to the Swap Collateral Ledger. In addition, upon any early termination of the Swap Agreement, (a) any Replacement Swap Premium received by the Issuer from a replacement swap provider, (b) any termination payment received by the Issuer from the outgoing Swap Provider which is required to fund any Replacement Swap Premium payable by the Issuer, and (c) any Swap Tax Credits will be credited to a Swap Collateral Cash Account and recorded on the Swap Collateral Ledger.

Pursuant to the terms of a securities custody agreement entered into on or about the Closing Date between the Issuer, the Custodian and the Security Trustee (the "**Securities Custody Agreement**"), the Issuer will maintain with the Custodian the Securities Custody Account which will be operated in accordance with the Securities Custody Agreement, the Cash Management Agreement and the Deed of Charge. The Securities Custody Account shall be used to hold collateral posted in the form of securities.

Amounts and securities standing to the credit of the Swap Collateral Accounts (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 Security Trustee to make payments to the Secured Creditors generally, but may be applied by the Cash Manager only in accordance with the following provisions in accordance with the instructions of the Swap Provider or the Servicer (the "**Swap Collateral Account Priority of Payments**"), and provided further that if the Swap Collateral Account Priority of Payments and any of the Priorities of Payments are to be operated on the same date, the Swap Collateral Account Priority of Payments shall be operated prior to any of the Priorities of Payments:

(a) to pay, subject to the Swap Agreement, to the Swap Provider an amount equal to any Swap Tax Credits received by the Issuer;

(b) prior to the designation of an Early Termination Date (as defined in the Swap Agreement, the "**Early Termination Date**") in respect of the Swap Agreement, solely in or towards payment or discharge of any Return Amounts, Interest Amounts and Distributions (each as defined in the Swap Credit Support Annex), on any day, directly to the Swap Provider;

(c) following the occurrence 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 (and no later than 10 Business Days following such Early Termination Date), on the later of (1) the day on which such Replacement Swap Agreement is entered into, (2) (provided that the Cash Manager may apply such amounts on such earlier date (as notified by the Issuer to the Cash Manager) as the Issuer may determine appropriate if the Issuer reasonably believes that the Issuer will not receive the corresponding termination payment from the Swap Provider on the relevant due date under the Swap Agreement) the day on which a termination payment (if any) payable to the Issuer has been received, and (3) 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 due to the outgoing Swap Provider; and

(iii) *third*, the surplus (if any) on such day to be transferred to the Citi Transaction Account, or if advised by the Servicer (on behalf of the Issuer) to the Santander Transaction Account, to be applied as Available Revenue Receipts;

(d) following the occurrence of an Early Termination Date in respect of the Swap Agreement where: (A) such Early Termination Date has been designated otherwise than as a result of one of the events specified at item (c) above, and (B) the Issuer enters into a Replacement Swap Agreement in respect of the Swap Agreement on or around the Early Termination Date of the Swap Agreement (and no later than 10 Business Days following such Early Termination Date), on the later of (1) the day on which such Replacement Swap Agreement is entered into, (2) (provided that the Cash Manager may apply such amounts on such earlier date (as notified by the Issuer to the Cash Manager) as the Issuer may determine appropriate if the Issuer reasonably believes that the Issuer will not receive the corresponding termination payment from the Swap Provider on the relevant due date under the Swap Agreement) the day on which a termination payment (if any) payable to the Issuer has been received, and (3) 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 paid to the outgoing Swap Provider;

(e) following the occurrence of an Early Termination Date in respect of the Swap Agreement for any reason where the Issuer does not enter, or intend to enter, into a Replacement Swap Agreement within 10 Business Days of such Early Termination Date, then on the date on which the relevant payment is due, in or towards payment of any termination payment 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 transferred 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 paid to the outgoing Swap Provider,

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 the 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 Citi Transaction Account, or

if advised by the Servicer (on behalf of the Issuer) to the Santander 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 Note Condition 11 (*Events of Default*); or

(C) the date on which the Current Balance (including Accrued Interest) of the Fixed Rate Loans (excluding any Enforced Loans) is reduced to zero,

then the amount standing to the credit of such Swap Collateral Account on such day shall be transferred to the Citi Transaction Account, or if advised by the Servicer (on behalf of the Issuer) to the Santander Transaction Account, to be applied as Available Revenue Receipts as soon as reasonably practicable thereafter.

"**Swap Collateral Account Surplus**" means the amounts applied as Available Revenue Receipts pursuant to the Swap Collateral Account Priority of Payments.

Each Swap Collateral Account (including the Securities Custody Account) will be opened in the name of the Issuer and will be held at a financial institution which satisfies the Account Bank Required Minimum Rating. A Swap Collateral Ledger will be established and maintained in respect of the Swap Collateral. 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 (including the Securities Custody Account) and the debts represented thereby (which may, however, take effect as a floating charge and therefore rank behind the claims of any preferential creditors of the Issuer).

DESCRIPTION OF THE GLOBAL NOTES

General

The Notes will, as at the Closing Date, be represented by beneficial interests in one or more Global Notes. All capitalised terms not defined in this paragraph shall be as defined in the Note Conditions.

The Global Notes will be in fully registered form. The Global Notes will be registered in the name of the nominee for the Common Safekeeper for both Euroclear and Clearstream, Luxembourg. The Registrar will maintain a register in which it will register the nominee for the Common Safekeeper as the owner of the Global Notes.

Upon confirmation by the Common Safekeeper that it has custody of the Global Notes, Euroclear or Clearstream, Luxembourg, as the case may be, will record in book-entry form interests representing beneficial interests in the relevant Global Note ("**Book-Entry Interests**").

Book-Entry Interests in respect of each Global Note will be recorded in denominations of £100,000 and higher integral multiples of £1,000 (an "**Authorised Denomination**"). Ownership of Book-Entry Interests is limited to persons that have accounts with Euroclear or Clearstream, Luxembourg ("**Participants**") or persons that hold interests in the Book-Entry Interests through Participants or through other Indirect Participants ("**Indirect Participants**"), including, as applicable, banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with Euroclear or Clearstream, Luxembourg, either directly or indirectly. Book-Entry Interests will not be held in definitive form. Instead, Euroclear and Clearstream, Luxembourg, as applicable, will credit the Participants' accounts with the respective Book-Entry Interests beneficially owned by such Participants on each of their respective book-entry registration and transfer systems. The accounts initially credited will be designated by the Joint Lead Managers. Ownership of Book-Entry Interests will be shown on, and transfers of Book-Entry Interests or the interests therein will be effected only through, records maintained by Euroclear or Clearstream, Luxembourg (with respect to the interests of their Participants) and on the records of Participants or Indirect Participants (with respect to the interests of Indirect Participants). The laws of some jurisdictions or other applicable rules may require that certain purchasers of securities take physical delivery of such securities in definitive form. The foregoing limitations may therefore impair the ability to own, transfer or pledge Book-Entry Interests.

So long as a nominee for the Common Safekeeper is the registered holder of the Global Notes underlying the Book-Entry Interests, the nominee for the Common Safekeeper will be considered the sole Noteholder of the relevant Global Note for all purposes under the Trust Deed and the Agency Agreement. 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 registered definitive 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 Notes, 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 Note 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 relevant Global Note held by the Common Safekeeper may not be transferred except as a whole by the Common Safekeeper to a successor of the Common Safekeeper.

Purchasers of Book-Entry Interests in a Global Note will hold Book-Entry Interests in the relevant Global Note. 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 each respective Global Note on behalf of their account holders through securities accounts in the respective account holders' names on Euroclear's and Clearstream, Luxembourg's respective book-entry registration and transfer systems.

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

Payments on the Global Notes

Payment of principal and interest on, and any other amount due in respect of, the Global Notes will be made in Sterling by or to the order of Citibank, N.A., acting through its London Branch (the "**Principal Paying Agent**"), on behalf of the Issuer to the order of the Common Safekeeper or its nominee as the registered holder thereof with respect to the Global Notes. Each holder of Book-Entry Interests must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for its share of any amounts paid by or on behalf of the Issuer to the order of the Common Safekeeper or their nominees in respect of those Book-Entry Interests. All such payments will be made without deduction or withholding for or on account of any taxes, duties, assessments or other governmental charges of whatever nature except as may be required by law. If any such deduction or withholding is required to be made, then neither the Issuer, the Paying Agents nor any other person will be obliged to pay additional amounts in respect thereof.

In accordance with the rules and procedures for the time being of Euroclear or, as the case may be, Clearstream, Luxembourg, after receipt of any payment from the Principal Paying Agent to the order of the Common Safekeeper, the respective systems will promptly credit their Participants' accounts with payments in amounts proportionate to their respective ownership of Book-Entry Interests as shown in the records of Euroclear or Clearstream, Luxembourg. On each record date (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 registered definitive 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 Joint Lead Managers, the Note Trustee or the Security Trustee will have any responsibility or liability for any aspect of the records relating to or payments made on account of a Participant's ownership of Book-Entry Interests or for maintaining, supervising or reviewing any records relating to a Participant's ownership of Book-Entry Interests.

Information Regarding Euroclear and Clearstream, Luxembourg

Euroclear and Clearstream, Luxembourg have advised the Issuer as follows:

- Euroclear and Clearstream, Luxembourg each hold securities for their account holders and facilitate the clearance and settlement of securities transactions by electronic book-entry transfer between their respective account holders, thereby eliminating the need for physical movements of certificates and any risk from lack of simultaneous transfers of securities.

- Euroclear and Clearstream, Luxembourg each provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg each also deal with domestic securities markets in several countries through established depositary and custodial relationships. The respective systems of Euroclear and of Clearstream, Luxembourg have established an electronic bridge between their two systems across which their respective account holders may settle trades with each other.

- Account holders in both Euroclear and Clearstream, Luxembourg are worldwide financial institutions including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to both Euroclear and Clearstream, Luxembourg is available to other institutions that clear through or maintain a custodial relationship with an account holder of either system.

- An account holder's overall contractual relations with either Euroclear or Clearstream, Luxembourg are governed by the respective rules and operating procedures of Euroclear or Clearstream, Luxembourg and any applicable laws. Both Euroclear and Clearstream, Luxembourg act under such rules and operating procedures only on behalf of their respective account holders, and have no record of or relationship with persons holding through their respective account holders.

The Issuer understands that under existing industry practices, if any of the Issuer, the Note Trustee or the Security Trustee requests any action of owners of Book-Entry Interests or if an owner of a Book-Entry Interest desires to give instructions or take any action that a holder is entitled to give or take under the Trust Deed or the Deed of Charge, Euroclear or Clearstream, Luxembourg as the case may be, would authorise the Participants owning the relevant Book-Entry Interests to give instructions or take such action, and such Participants would authorise Indirect Participants to give or take such action or would otherwise act upon the instructions of such Indirect Participants.

Redemption

In the event that a Global Note (or portion thereof) is redeemed, the Principal Paying Agent will deliver all amounts received by it in respect of the redemption of such Global Note to the order of the Common Safekeeper and, upon final payment, 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 relevant Global Note (or portion thereof) relating thereto. For any redemptions of the relevant 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 Note 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.

Beneficial interests in Global Notes will be subject to certain restrictions on transfer set forth therein and in the Trust Deed.

Transfers of interests in the Notes are subject to certain restrictions and must be made in accordance with the procedures set forth in the Trust Deed. See "*Transfer Restrictions and Investor Representations*". Each purchaser of Notes in making its purchase will be required to make, or will be deemed to have made, certain acknowledgements, representations and agreements. See "*Transfer Restrictions and Investor Representations*".

The transfer of Notes in breach of certain of such representations and agreements will result in affected Notes becoming subject to certain forced transfer provisions. See the Note Conditions.

Issuance of Registered Definitive Notes

Holders of Book-Entry Interests in the Global Notes will be entitled to receive Notes in registered definitive form (such exchanged Global Notes in registered definitive 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 Note Trustee is available; or

(b) as a result of any amendment to, or change in, the laws or regulations of the United Kingdom (or of any political subdivision thereof) or of any authority therein or thereof having power to tax or in the interpretation or administration by a revenue authority or a court or in the application of such laws or regulations, which becomes effective on or after the Closing Date, the Issuer or any Paying Agent is or will be required to make any deduction or withholding for or on account of tax from any payment in respect of the Notes which would not be required were the Notes in registered definitive form.

In order to receive a Registered Definitive Note a person having an interest in a Global Note must provide the Registrar with (a) a written order containing instructions and such other information as the Issuer and the Registrar may require to complete, execute and deliver such Registered Definitive Note.

Any Registered Definitive Note issued in exchange for Book-Entry Interests in a 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 (in the case of the Global Notes). 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 Note issued in exchange for Book-Entry Interests in a Global Note, as the case may be, will not be entitled to exchange such Registered Definitive Note, for Book-Entry Interests in a Global Note. Any Notes issued in registered definitive form will be issued in registered form only and will be subject to the provisions set forth under "*Transfer Restrictions and Investor Representations*" 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 not be issued in a denomination that is not an integral multiple of the minimum Authorised Denomination or for any amount in excess thereof, in integral multiples of £1,000. As the Notes have a denomination consisting of the minimum Authorised Denomination plus a higher integral multiple of another smaller amount, it is possible that the Notes may be traded in amounts in excess of £100,000 (or its equivalent) that are not integral multiples of £100,000 (or its equivalent). In such case a Noteholder who, as a result of trading such amounts, holds a principal amount of less than the minimum Authorised Denomination may not receive a Registered Definitive Note in respect of such holding (should Registered Definitive Note be issued) and would need to purchase a principal amount of Notes such that its holding amounts to 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 the Global Notes or any notice of solicitation of consents or requests for a waiver or other action by the holder of the Global Notes, 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 Notes and (c) a statement as to the manner in which such instructions may be given. Upon the written request of Euroclear and 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 Notes in accordance with any instructions set forth 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.

Trading between Clearing System participants

Secondary market sales of Book-Entry Interests in the Notes held through Euroclear or Clearstream, Luxembourg to purchasers of Book-Entry Interests in the Notes held through Euroclear or Clearstream, Luxembourg will be conducted in accordance with the normal rules and operating procedures of Euroclear and Clearstream, Luxembourg and will be settled using the procedures applicable to conventional Eurobonds and sterling denominated bonds.

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. The Note Trustee may, in accordance with Note Condition 16.2 (*Note Trustee's Discretion to Select Alternative Method*) sanction other methods

of giving notice to all or some of the Noteholders if such method is reasonable having regard to, among other things, the market practice then prevailing and the requirements of the relevant stock exchange. See also Note Condition 16 (*Notice to Noteholders*).

New Safekeeping Structure and Eurosystem Eligibility

The Notes are intended to be held in a new safekeeping structure ("**NSS**") and in a manner which would allow Eurosystem eligibility and will be deposited with one of the ICSDs as common safekeeper. However, the deposit of the Notes with one of the ICSDs as common safekeeper upon issuance or otherwise does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem at issuance or at any time during their life. Such recognition will depend upon the European Central Bank being satisfied that Eurosystem eligibility criteria have been met. Accordingly, none of the Issuer, the Seller, the Arranger, the Joint Lead Managers, the Security Trustee or the Note Trustee gives any representation, warranty, confirmation or guarantee to any investor in the Notes that the Notes will, either upon issue, or at any or at all times during their life, satisfy all or any requirements for Eurosystem eligibility and be recognised as Eurosystem eligible collateral. Any potential investor in the Notes should make its own conclusions and seek its own advice with respect to whether or not the Notes constitute Eurosystem eligible collateral.

Issuer-ICSDs Agreement

Prior to the issuance of the Notes, the Issuer will enter into an Issuer-ICSDs Agreement with the ICSDs in respect of the Notes. The Issuer-ICSDs Agreement provides that the ICSDs will, in respect of any of the Notes (while being held in the NSS), maintain their respective portion of the issue outstanding amount through their records. The Issuer-ICSDs Agreement will be governed by the laws of England and Wales.

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). If the Notes were to be represented by Registered Definitive Notes, the Note Conditions set out on the reverse of each of such Registered Definitive Notes would be as follows. While the Notes are represented by Global Notes, they will be governed by the same terms and conditions except to the extent that such terms and conditions are appropriate only to securities in definitive form or are expressly varied by the terms of such Global Notes. These terms and conditions are subject to the detailed provisions of the Trust Deed and the other Transaction Documents (as defined below).

1. GENERAL

The £309,700,000 Class A mortgage backed floating rate notes due December 2066 (the "**Class A Notes**" and the holders thereof, the "**Class A Noteholders**"), £29,304,000 Class B mortgage backed floating rate notes due December 2066 (the "**Class B Notes**" and the holders thereof, the "**Class B Noteholders**"), (the Class A Notes and Class B Notes are together, the "**Notes**" and the Class A Noteholders and Class B Noteholders are together, the "**Noteholders**") in each case of Elvet Mortgages 2025-1 PLC (the "**Issuer**") are constituted by a trust deed (the "**Trust Deed**") dated on or about 13 February 2025 (the "**Closing Date**") and made between, among others, the Issuer and Citicorp Trustee Company Limited as trustee for the Noteholders (in such capacity, the "**Note Trustee**"). Any reference in these terms and conditions (the "**Note Conditions**") to a "**Class**" of Notes or of Noteholders shall be a reference to the respective Notes, as the case may be, or to the respective holders thereof. Any reference in these Note Conditions to the Noteholders means the registered holders for the time being of the Notes, or if preceded by a particular Class designation of Notes, the registered holders for the time being of such Class of Notes. The security for the Notes is constituted by and pursuant to a deed of charge and assignment (the "**Deed of Charge**") dated on the Closing Date and made between, among others, the Issuer and Citicorp Trustee Company Limited as trustee for the Secured Creditors (in such capacity, the "**Security Trustee**").

Pursuant to an agency agreement (the "**Agency Agreement**") dated on or prior to the Closing Date and made between the Issuer, the Note Trustee, the Security Trustee, Citibank, N.A., London Branch, as principal paying agent (in such capacity, the "**Principal Paying Agent**" and, together with any further or other paying agent appointed under the Agency Agreement, the "**Paying Agent**"), Citibank, N.A., London Branch as registrar (in such capacity, the "**Registrar**") and Citibank, N.A., London Branch as agent bank (in such capacity, the "**Agent Bank**"), provision is made for, *inter alia*, the payment of principal and interest in respect of the Notes.

The statements in these Note Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed, the Deed of Charge, the Agency Agreement and an incorporated terms memorandum (the "**Incorporated Terms Memorandum**") entered into by, among others, the Issuer, the Note Trustee and the Security Trustee on the Closing Date and the other Transaction Documents (as defined therein).

For the purposes of: (1) these Note Conditions; (2) the right to attend and vote at any meeting of the Noteholders of any Class or Classes, a Written Resolution or an Electronic Consent as envisaged by the Trust Deed and/or these Note Conditions and any direction or request by the holders of Notes of any Class or Classes; the determination of how many and which Notes are for the time being outstanding; (3) any discretion, power or authority (whether contained in the trust presents, or vested by operation of law) which the Security Trustee and/or the Note Trustee is required, expressly or impliedly, to exercise in or by reference to the interests of the Noteholders or any Class or Classes thereof; and (4) the determination by the Note Trustee

whether any event, circumstance, matter or thing is, in its opinion, materially prejudicial to the interests of the Noteholders or any Class or Classes thereof, "**outstanding**" means, in relation to the Notes, all the Notes issued from time to time other than those Notes (if any) which are for the time being held by or on behalf of the Seller, any holding company as defined in section 1159 of the Companies Act 2006 ("**Holding Company**") of the Seller or any other subsidiary as defined in section 1159 of the Companies Act 2006 ("**Subsidiary**") of either such Holding Company or the Seller (each such entity a "**Relevant Person**"), in each case as beneficial owner, those Notes will (unless and until ceasing to be so held) be deemed not to remain outstanding. However if:

(i) all of the Notes of any Class are held by or on behalf of or for the benefit of one or more Relevant Persons (the "**Relevant Notes**") and there is no other Class of Notes ranking *pari passu* with, or junior to, the Relevant Class of Notes where one or more Relevant Persons are not the beneficial owners of all the Notes of such Class; or

(ii) in respect of any of the Notes of any Class which are prepositioned with the Bank of England, the European Central Bank or any other central bank, for the purposes of using the Bank of England's discount window facility or any other similar central bank liquidity scheme (provided that evidence satisfactory to the Note Trustee has been provided by the Relevant Person to the Note Trustee, in the absence of which the Note Trustee shall be entitled to assume that the Notes have not been so prepositioned),

then in each case, the Notes held by or on behalf of or for the benefit of the Relevant Persons shall be deemed to remain outstanding.

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 Note Conditions shall bear the meanings given to them in the Incorporated Terms Memorandum available as described above.

2.2 Interpretation

These Note 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 one or more global note certificates in registered form (each a "**Global Note**").

The Notes of each Class sold outside the United States to Non-U.S. Persons in reliance on Regulation S will be represented on issue by beneficial interests in one or more Global Notes in fully registered form. Interests in any Note may not at any time be held by any U.S. Person.

The Notes will initially be offered and sold outside the United States to Non-U.S. Persons pursuant to Regulation S.

For so long as any of the Notes are represented by one or more Global Note, transfers and exchanges of beneficial interests in such Global Note and entitlement to payments thereunder will be effected subject to and in accordance with the rules and procedures from time to time of Euroclear Bank SA/NV ("**Euroclear**") or Clearstream Banking, S.A. ("**Clearstream, Luxembourg**"), as appropriate. Each Global Note will be deposited with and registered in the name of a common safekeeper (or a nominee thereof) for Euroclear and Clearstream, Luxembourg.

For so long as the Class A Notes are represented by a Global Note, and for so long as Euroclear and Clearstream, Luxembourg so permit, the Class A Notes shall be tradable only in the minimum principal 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 Notes in registered definitive form (such exchanged Global Notes in registered definitive 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 Note Trustee is available; or

(b) as a result of any amendment to, or change in, the laws or regulations of the United Kingdom (or of any political subdivision thereof) or of any authority therein or thereof having power to tax, or in the interpretation or administration by a revenue authority or a court or in the application of such laws or regulations, which becomes effective on or after the Closing Date, the Issuer or any Paying Agent is or will be required to make any deduction or withholding for or on account of tax from any payment in respect of the Notes which would not be required were the relevant Notes in registered definitive 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 of the relevant Class at the date on which notice of exchange is given of the relevant Global Note, subject to and in accordance with the detailed provisions of these Note Conditions, the Agency Agreement, the Trust Deed and the relevant Global Note.

Registered Definitive Notes (which, if issued, will be in the denomination set out below) will be serially numbered and will be issued in registered form only.

The minimum denomination of the Notes in global and (if issued and printed) definitive form will be £100,000.

References to "**Notes**" in these Note Conditions shall include the Global Notes and the Registered Definitive Notes.

3.2 **Title and transfer**

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) or, if more than one person, the first named of such persons who will be treated as the absolute owner of such Note.

Title to a Registered Definitive Note shall only pass by and upon registration of the transfer in the Register.

Transfers and exchanges of any Registered Definitive Notes and entries on the Register relating thereto will be made subject to any restrictions on transfers set forth on such Notes and the detailed regulations concerning transfers of such Notes contained in the Agency Agreement, the Trust Deed and the legend appearing on the face of the Notes. In no event will the transfer of a Registered Definitive Note be made absent compliance with the regulations referred to above, and any purported transfer in violation of such regulations shall be void ab initio and will not be honoured by the Issuer or the Note Trustee. The Note Trustee shall not be liable for any payments made in respect of a transferred Registered Definitive Note prior to such transfer being rendered void ab initio. The regulations referred to above may be changed by the Issuer with the prior written approval of the Registrar and the Note Trustee. A copy of the current regulations will be sent by the Registrar to any holder of a Note who so requests (and who provides evidence of such holding where the Notes are in global form) and will be available upon request at the specified office for the time being of the Registrar.

A Registered Definitive Note may be transferred in whole or in part upon the surrender of the relevant Registered Definitive Note, together with the form of transfer endorsed on it duly completed and executed, at the specified office for the time being of the Registrar. In the case of a transfer of part only of a Registered Definitive Note, a new Registered Definitive Note, in respect of the balance remaining will be issued to the transferor by or by order of the Registrar.

Each new Registered Definitive Note, to be issued upon transfer of Registered Definitive Notes will, within five (5) Business Days of receipt of such request for transfer, be available for delivery at the specified office for the time being of the Registrar stipulated in the request for transfer, or be mailed at the risk of the holder entitled to the Registered Definitive Note, to such address as may be specified in such request.

Registration of Registered Definitive Notes on transfer will be effected without charge by or on behalf of the Issuer or the Registrar, but upon payment of (or the giving of such indemnity as the Registrar may require in respect of) any tax or other governmental charges which may be imposed in relation to it.

No holder of a Registered Definitive Note, may require the transfer of such Note to be registered during the period of 15 days ending on the due date for any payment of principal or interest on such Note.

All transfers of Notes and entities on the Register are subject to detailed regulations concerning the transfer of Notes scheduled to the Agency Agreement. The regulations may be changed by the Issuer with the prior written approval of the Note Trustee and the Registrar. A copy of the current regulations will be mailed (free of charge) by the Registrar to any Noteholder who requests in writing a copy of such regulations.

4. STATUS AND RELATIONSHIP BETWEEN THE NOTES

4.1 Status and relationship between the Notes

(a) The Class A Notes constitute direct, secured and (subject to the limited recourse provision in Note 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 Note Conditions and the Transaction Documents.

(b) The Class B Notes constitute direct, secured and (subject to the limited recourse provision in Note Condition 12 (*Enforcement*) and Note 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 Note Conditions and the Transaction Documents. Accordingly, the interests of the Class B Noteholders will be subordinated to the interests of each of the Class A Noteholders (so long as the Class A Notes remain outstanding).

(c) The Trust Deed and the Deed of Charge contain provisions requiring the Note Trustee and the Security Trustee, respectively, to have regard to the interests of holders of each Class of the Notes as regards all rights, powers, trusts, authorities, duties and discretions of the Note Trustee and the Security Trustee (except where expressly provided otherwise) but requiring the Note Trustee and the Security Trustee where there is a conflict of 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.

(d) The Trust Deed also contains provisions limiting the powers of any Class of Noteholders to request or direct the Note 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 Note 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.

As long as any Notes are outstanding but subject to Note Condition 13.8 (*Modification to the Transaction Documents*), the Security Trustee shall not have regard to the interests of the other Secured Creditors.

4.2 Security

(a) The security constituted by or pursuant to the Deed of Charge is granted to the Security Trustee for it to hold on trust for the Noteholders and the other Secured Creditors, upon and subject to the terms and conditions of the Deed of Charge.

(b) The Noteholders and the other Secured Creditors will share in the benefit of the security constituted by or pursuant to the Deed of Charge, upon and subject to the terms and conditions of the Deed of Charge.

5. COVENANTS

Save with the prior written consent of the Note Trustee or unless otherwise permitted under these Note 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, (ii) other than the Swap Agreement (or any replacement), the Issuer will not enter into derivative contracts for the purposes of SECN 2.2.16R, or (iii) have any subsidiaries, any subsidiary undertaking (as defined in the Companies Act 1985 and the Companies Act 2006 (as applicable)) or any employees (but shall procure that, at all times, it shall retain at least one independent director) or premises;

(c) **Disposal of assets**: assign, transfer, sell, lend, lease, part with or otherwise dispose of, or deal with, or grant any option or present or future right to acquire all or any of its assets or undertakings or any interest, estate, right, title or benefit therein or attempt or purport to do any of the foregoing;

(d) **Equitable and Beneficial Interest**: permit any person, other than itself, 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 Security Trustee on terms acceptable to the Security Trustee; or

(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.

6. INTEREST

6.1 Accrual of interest

Each Note bears interest on its Principal Amount Outstanding from (and including) the Closing Date. Each Note (or, in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest from and including the due date for redemption unless, upon due presentation in accordance with Note Condition 7 (*Payments*), payment of the principal in respect of the Note is improperly withheld or refused or default is otherwise made in respect of the payment, in which event interest shall continue to accrue as provided in the Trust Deed.

6.2 Interest Payment Dates

Interest will be payable in arrear on each Interest Payment Date, for all classes of Notes.

"**Interest Payment Date**" means the 22nd 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 June 2025.

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 Determination Rate of Interest, Interest Amount and Interest Payment Date

(a) The Agent Bank will, on each Interest Determination Date, determine the:

(i) Rate of Interest for each class for the related Interest Period; and

(ii) Interest Payment Date next following the related Interest Period.

Notwithstanding the provisions of these Note Conditions, 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, to the extent that it is reasonably practicable, follow such guidance in order to determine Compounded Daily SONIA for the purpose of the Notes for so long as the SONIA Reference Rate is not available or has not been published by the authorised distributors.

In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions by the Agent Bank, the Rate of Interest shall be (i) that determined as at the last preceding Interest Determination Date (though substituting, where a different Relevant Margin

is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Relevant Margin relating to the relevant Interest Period in place of the Relevant Margin relating to that last preceding Interest Period) or (ii) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to the relevant Class of Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Closing Date (but applying the Relevant Margin applicable to the first interest Period).

If there has been a public announcement of the permanent or indefinite discontinuation of the SONIA Reference Rate or the relevant reference rate that applies to the Notes at that time (the date of such public announcement being the "**Relevant Time**"), the Issuer (or the Servicer on its behalf) shall, without undue delay, use commercially reasonable endeavours to propose an Alternative Reference Rate in accordance with Note Condition 13.9 (*Additional Right of Modification*) (the "**Relevant Condition**"). For the avoidance of doubt, if an Alternative Reference Rate proposed by or on behalf of the Issuer has failed to be implemented in accordance with the Relevant Condition as a result of Noteholder objections to the modification, the Issuer shall not be obliged to propose an Alternative Reference Rate under this Note Condition 6.3. In the event that the Rate of Interest is less than zero, the Rate of Interest shall be deemed to be zero.

There will be no maximum Rate of Interest.

(b) In these Note Conditions (except where otherwise defined), the expression:

(i) "**Business Day**" means a day (other than a Saturday or Sunday or a public holiday) on which banks are generally open for business in London;

(ii) "**Compounded Daily SONIA**" means the rate of return of a daily compound interest investment (with the daily Sterling overnight reference rate as reference rate for the calculation of interest) and will be calculated by the Agent Bank as at the relevant 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:

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{SONIA_{i-pLBD}\times n_i}{365}\right)-1\right]\times\frac{365}{d}$$

Where:

"**d**" is the number of calendar days in the relevant Interest Period;

"**d_o**" is the number of Business Days in the relevant Interest Period;

"**i**" is a series of whole numbers from one to d_o, each representing the relevant Business Day in chronological order from, and including, the first Business Day in the relevant Interest Period;

"**LBD**" means a Business Day;

"**n_i**", for any day **i**, means the number of calendar days from and including such day i up to but excluding the following Business Day; and

"**p**" means for any Interest Period, 5 Business Days; and

"**$SONIA_{i-pLBD}$**" means in respect of any Business Day falling in the relevant Interest Period, the SONIA Reference Rate for the Business Day falling "p" Business Days prior to that Business Day "i";

(iii) "**Interest Determination Date**" means the fifth Business Day before the Interest Payment Date for which the relevant Rate of Interest and Interest Amount will apply;

(iv) "**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 Redemption Receipts calculated in such Servicer Reports;

(v) "**Observation Period**" means the period from and including the date falling "p" Business Days prior to the first day of the relevant Interest Period (and the first Interest Period shall begin on and include the Closing Date) and ending on, but excluding, the date falling "p" Business Days prior to the Interest Payment Date for such Interest Period (or, if applicable, the date falling "p" Business Days prior to any other date on which a payment of interest is to be made in respect of the Notes);

(vi) "**Rate of Interest**" for each Interest Period means in respect of each class of Notes, Compounded Daily SONIA determined as at the related Interest Determination Date plus the Relevant Margin in respect of such class, and for the avoidance of doubt, for these purposes if the Rate of Interest is less than zero, the Rate of Interest shall be deemed to be zero;

(vii) "**Reconciliation Amount**" means in respect of any Determination Period (a) the actual Redemption Receipts as determined in accordance with the available Servicer Reports, less (b) the Calculated Redemption Receipts in respect of such Collection Period, plus (c) any Reconciliation Amount not applied in previous Collection Periods;

(viii) "**Relevant Margin**" means:

(A) for the Class A Notes, 0.56% per annum up to and including the Step-Up Date, after which the Relevant Step-Up Margin will apply; and

(B) for the Class B Notes, 0.00% per annum up to and including the Step-Up Date, after which the Relevant Step-Up Margin will apply;

(ix) "**Relevant Step-Up Margin**" means:

(A) for the Class A Notes, 1.12% per annum from but excluding the Step-Up Date; and

(B) for the Class B Notes, 0.00% per annum from but excluding the Step-Up Date;

(x) "**Screen**" means Bloomberg Screen SONIA; or

(A) such other page as may replace Bloomberg Screen SONIA on that service for the purpose of displaying such information; or

(B) if that service ceases to display such information, such page as displays such information on such service (or, if more than one, that one previously approved in writing by the Note Trustee) as may replace such screen;

(xi) "**Servicer Report**" means a report to be provided by the Servicer no later than the sixth Business Day of each month ("**Servicer Report Date**"), in accordance with the terms of the Servicing Agreement and detailing, *inter alia*, the information relating to the Portfolio necessary to enable the Cash Manager to produce the Investor Report;

(xii) "**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 Screen or, if the Screen is unavailable, as otherwise published by such authorised distributors (on the Business Day immediately following such Business Day).

If, in respect of any Business Day in the relevant Observation Period, the Agent Bank determines that the SONIA Reference Rate is not available on the Screen or 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.

6.4 **Publication of Rate of Interest, Interest Amount and Interest Payment Date**

As soon as practicable after determining the Rate of Interest applicable to the Notes for any period pursuant to these Note Conditions and in no event later than two Business Days prior to the immediately succeeding Interest Payment Date, the Agent Bank will notify the Issuer, the Servicer, the Cash Manager, the Note Trustee, the Swap Provider, the Paying Agents, the Registrar and, for so long as the Notes are listed thereon and the Stock Exchange so requires, the Stock Exchange and (so long as the Notes are in global form, each of Euroclear and Clearstream, Luxembourg) thereof. As soon as practicable after receiving each notification of the Rate of Interest, the Interest Amount and the Interest Payment Date in accordance with Note Condition 6.3 (*Determination Rate of Interest, Interest Amount and Interest Payment Date*) and in any event no later than the second Business Day thereafter, the Issuer will cause such Rate of Interest and Interest Amount for each class and the next following Interest Payment Date to be published in accordance with Note Condition 16 (*Notice to Noteholders*).

6.5 **Amendments to Publications**

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 **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 the Notes (or, if relevant, for individual Notes) for the relevant Interest Period.

The Interest Amounts shall, in respect of a Class of Notes, be determined by applying the relevant Rate of Interest to the Principal Amount Outstanding of such Class of Notes and

multiplying the sum by the actual number of days in the Interest Period concerned divided by 365 and rounding the figure downwards to the nearest penny.

6.7 **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 Notes in respect of each Interest Period and each Interest Payment Date to be notified to the Issuer, the Cash Manager, the Note Trustee, the Registrar and the Paying Agents (as applicable) and to any stock exchange or other relevant authority on which the Notes are at the relevant time listed and to be published in accordance with Note 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.

6.8 **Notifications to be Final**

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Note Condition 6, whether by the Agent Bank, the Paying Agents, the Registrar, the Cash Manager or the Note Trustee, will (in the absence of wilful default, gross negligence, fraud or manifest error) be binding on the Issuer, the Cash Manager, the Note 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 Paying Agents, the Registrar or the Note Trustee in connection with the exercise or non-exercise by any of them of their powers, duties and discretions under this Note Condition 6.

6.9 **Agent Bank**

The Issuer shall procure that, so long as any of the Notes remain outstanding, there is at all times an agent bank for the purposes of the Notes. The Issuer may, subject to the prior written approval of the Note Trustee, terminate the appointment of the Agent Bank and shall, in the event of the appointed office of any bank being unable or unwilling to continue to act as the agent bank or failing duly to determine the Rate of Interest or the Interest Amounts in respect of any Class of Notes for any Interest Period, subject to the prior written approval of the Note Trustee, appoint another major bank engaged in the relevant interbank market to act in its place. The Agent Bank may not resign its duties or be removed without a successor having been appointed on terms commercially acceptable in the market.

6.10 **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 Note Condition 6.10(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 Note Condition 6.10(c). Any (i) calculations properly made on the basis of such estimates in accordance with Note Conditions 6.10(b) and/or 6.10(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 Note Condition 6.10(b) and/or 6.10(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 following the Determination Period:

(i) determine the Interest Determination Ratio (as defined above) 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 Redemption 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 Redemption 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 Note Condition 6.10(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 Redemption 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 Redemption Ledger, as Available Revenue Receipts (with a corresponding debit of the Redemption Ledger),

provided that the Cash Manager shall apply such Reconciliation Amount in determining Available Revenue Receipts and Available Redemption 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 Security Trustee of such Reconciliation Amount.

7. PAYMENTS

7.1 Payment of Interest and Principal

Subject to Note 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 relevant 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 the relevant Paying Agent.

7.2 **Laws and Regulations**

Payments of any amounts in respect of a Note are subject, in all cases, to (i) any fiscal or other laws, regulations and directives applicable thereto in the place of payment, and (ii) any withholding or deduction imposed pursuant to an agreement described in Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (the "**Code**") any current or future regulations or official interpretations thereof, any agreement described in or entered into pursuant to Section 1471(b)of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Section of the Code ("**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 Note Condition 6.1 (*Accrual of interest*) and Note Condition 6.3 (*Determination Rate of Interest, Interest Amount and Interest Payment Date*) will be paid in accordance with this Note Condition 7.

7.4 **Change of Paying Agents**

The Issuer reserves the right, subject to the prior written approval of the Note Trustee, at any time to vary or terminate the appointment of the Principal Paying Agent or the Registrar and to appoint additional or other agents provided that there will at all times be a person appointed to perform the obligations of the Principal Paying Agent with a specified office in London and the Registrar with a specified office in Ireland or in London.

Except where otherwise provided in the Trust Deed or the Agency Agreement, the Issuer will cause notice of no more than 30 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 Note 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 Note Condition 7.5, the expression "**Presentation Date**" means a day which is (a) a Business Day and (b) a day on which banks are generally open for business in the relevant place.

7.6 **Partial Payment**

If a Paying Agent makes a partial payment in respect of any Note, the Registrar will, in respect of the relevant Note, annotate the Register indicating the amount and date of such payment.

7.7 **Payment of Interest**

If interest is not paid in respect of a Note of any Class on the date when due and payable (other than because the due date is not a Presentation Date (as defined in Note Condition 7.5 (*No Payment on non-Business Day*)) or by reason of non-compliance by the Noteholder with Note Condition 7.1 (*Payment of Interest and Principal*)), then such unpaid interest shall itself bear interest at the Rate of Interest applicable from time to time to such Note until such interest and interest thereon are available for payment and notice thereof shall be duly given in accordance with Note Condition 16 (*Notice to Noteholders*).

8. REDEMPTION

8.1 **Redemption at Maturity**

Unless previously redeemed in full or purchased and cancelled as provided below, the Issuer will redeem the Notes at their respective Principal Amount Outstanding on the Interest Payment Date falling in December 2066 (the "**Final Maturity Date**").

8.2 **Mandatory Redemption prior to the service of an Enforcement Notice and prior to the exercise of an Option or occurrence of a Redemption Event**

(a) On each Interest Payment Date prior to the service of an Enforcement Notice and prior to the exercise of an Option, each Class of Notes shall be redeemed in an amount equal to the Available Redemption Receipts available for such purpose in accordance with the Pre-Enforcement Redemption Priority of Payments which shall be applied in the following order of priority:

(i) *first,* to repay the Class A Notes until they are each repaid in full, and thereafter be applied;

(ii) *second,* to repay the Class B Notes until they are each repaid in full.

(b) The principal amount to be redeemed in respect of the Notes of a particular Class (the "**Note Principal Payment**") on any Interest Payment Date prior to the service of an Enforcement Notice shall be the amount required as at that Interest Payment Date to be applied in redemption of the Notes of that Class in accordance with the Pre-Enforcement Redemption Priority of Payments, as calculated on the Calculation Date immediately preceding such Interest Payment Date, provided always that no such Note Principal Payment may exceed the Principal Amount Outstanding of the Notes of such Class. On the Calculation Date, the Issuer shall determine (or cause the Cash Manager to determine) (i) the amount of any Note Principal Payment payable in respect of each Class of Notes on the immediately following Interest Payment Date, (ii) the Principal Amount Outstanding of each such Class and (iii) the fraction expressed as a decimal to the sixth decimal point (the "**Pool Factor**"), of which the numerator is the Principal Amount Outstanding of the Notes of that Class (as referred to in (ii) above) and the denominator is, in the case of the Notes of that Class, the Principal Amount Outstanding of the Notes of that Class as at the Closing Date. Each determination by or on behalf of the Issuer of any Note Principal Payment of a Note, the Principal Amount Outstanding of a Note and the Pool Factor shall in each case (in the absence of wilful default, bad faith or manifest error) be final and binding on all persons.

(c) The Issuer will cause each determination of a principal repayment, Principal Amount Outstanding and Pool Factor to be notified by not less than three Business Days prior to the relevant Interest Payment Date to the Note Trustee, the Paying Agents, the Agent Bank and (for so long as the Notes are listed on the Official List of the LSE and admitted to trading on its

Regulated Market) the LSE, and will immediately cause notice of each such determination to be given in accordance with Note Condition 16 (*Notice to Noteholders*) not later than three 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 **Redemption of the Notes in Full**

(a) ***Optional Redemption of the Notes in Full***

The Issuer may redeem all (but not some only) of the Notes in each Class at their Principal Amount Outstanding, together with accrued but unpaid interest, on any Interest Payment Date falling on the Step-Up Date or any subsequent Interest Payment Date thereafter (such date being the "**Call Option Date**"), provided that:

(i) no Enforcement Notice has been delivered by the Note Trustee;

(ii) the Issuer has given not more than 60 nor less than 15 calendar days' prior notice to the Note Trustee, the Principal Paying Agent, the Registrar and the Noteholders with a copy to the Swap Provider, in accordance with Note Condition 16 (*Notice to Noteholders*) of its intention to redeem all (but not some) of the Notes of each Class; and

(iii) prior to giving any such notice, the Issuer shall have provided to the Note Trustee a certificate signed by two directors of the Issuer (on which the Note Trustee shall be entitled to rely absolutely and without enquiry or liability to any person) to the effect that it will have the funds at least equal to an amount sufficient to for the Issuer to redeem the Notes and meet its payment obligations under items (a) to (i) (inclusive) of the Post-Enforcement Priority of Payments (the "**Option Purchase Price**") on the Call Option Date, not subject to the interest of any other person,

such option of the Issuer, the "**Call Option**".

Any Class of Note redeemed pursuant to this Note Condition 8.3(a) will be redeemed at an amount equal to the Principal Amount Outstanding of the relevant Class of Notes to be redeemed together with accrued (and unpaid) interest on the Principal Amount Outstanding of the relevant Class of Notes up to, but excluding, the Call Option Date.

(b) ***10 Per Cent. Clean-up Call***

The Issuer may redeem all (but not some only) of the Notes in each Class at their Principal Amount Outstanding on any Interest Payment Date when, on the related Calculation Date, the Current Balance of the Portfolio is (or would, on such Interest Payment Date be) less than 10% of the Current Balance of the Portfolio as at the Cut-Off Date (the "**10 Per Cent. Clean-up Call Date**" and together with the Call Option Date, each an "**Option Date**"), provided that :

(i) no Enforcement Notice has been delivered by the Note Trustee;

(ii) the Issuer has given not more than 60 nor less than 15 calendar days' notice prior notice to the Note Trustee, the Principal Paying Agent, the Registrar and the Noteholders with a copy to the Swap Provider, in accordance with Note Condition 16 (*Notice to Noteholders*) of its intention to redeem all (but not some) of the Notes of each Class; and

(iii) prior to giving any such notice, the Issuer shall have provided to the Note Trustee a certificate signed by two directors of the Issuer (on which the Note Trustee shall be entitled to rely absolutely and without enquiry or liability to any person) to the effect that it will have the funds at least equal to the Option Purchase Price on the 10 Per Cent. Clean-up Call Date, not subject to the interest of any other person,

such option of the Issuer, the "**10 Per Cent. Clean-up Call Option**" and together with the Call Option, the "**Options**".

Any Class of Note redeemed pursuant to this Note Condition 8.3(b) will be redeemed at an amount equal to the Principal Amount Outstanding of the relevant Class of Notes to be redeemed together with accrued (and unpaid) interest on the Principal Amount Outstanding of the relevant Class of Notes up to, but excluding, the 10 Per Cent. Clean-up Call Date.

8.4 **Redemption of the Notes for Taxation or Other Reasons**

If:

(a) by reason of a change in tax law (or the application or official interpretation thereof), which change becomes effective on or after the Closing Date, on or before the next Interest Payment Date the Issuer or the Paying Agents would be required to deduct or withhold from any payment of principal or interest on any Notes (other than because the relevant holder has some connection with the United Kingdom other than the holding of such Notes) any amount for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of the United Kingdom or any political sub-division thereof or any authority thereof or therein having power to tax;

(b) by reason of a change in law (or the application or official interpretation thereof), which change becomes effective on or after the Closing Date, it has become or will become unlawful for the Issuer to make, fund or allow to remain outstanding all or any of the Notes; or

(c) by reason of a change in law (or the application or official interpretation thereof), which change becomes effective on or after the Closing Date, on or before the next Interest Payment Date the Issuer or the Swap Provider would be required to deduct or withhold from any payment under the Swap Agreement any amount for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature,

then the Issuer shall, if the same would avoid the effect of such relevant event described in sub-paragraph (a), (b) or (c) above, appoint a Paying Agent in another jurisdiction or use its reasonable endeavours to arrange the substitution of a company incorporated and/or tax resident in another jurisdiction approved in writing by the Note Trustee as principal debtor under the Notes and the Trust Deed, provided that:

(i) the Note Trustee is satisfied that such substitution will not be materially prejudicial to the interests of the holders of the Notes (and in making such determination, the Note Trustee may rely, without further investigation or inquiry, on (A) any confirmation made orally to the Issuer (in which case the Servicer on behalf of the Issuer shall confirm the same in writing to the Note Trustee) or in writing from each of the Rating Agencies that the then current ratings of the Class A Notes would not be adversely affected by such substitution, or (B) if no such confirmation from the Rating Agencies is

forthcoming and the Servicer on behalf of the Issuer has certified the same in writing to the Cash Manager and the Note Trustee (an "**Issuer Certificate**"), a written certification from the Issuer to the Note Trustee and the Security Trustee (a "**Certificate**") that such proposed action (I) (while the Class A Notes remain outstanding) has been notified to the Rating Agencies, (II) would not have an adverse impact on the Issuer's ability to make payment when due in respect of the Class A Notes, would not affect the legality, validity and enforceability of any of the Transaction Documents or any Security and (III) (while the Class A Notes remain outstanding) would not have an adverse effect on the rating of the Class A Notes) (upon which confirmation or certificate the Note Trustee shall be entitled to rely absolutely without liability to any person for so doing); and

(ii) such substitution would not require registration of any new security under U.S. securities laws or materially increase the disclosure requirements under U.S. law.

On any Interest Payment Date following the occurrence of a Redemption Event (the "**Redemption Date**", the Issuer may redeem all (but not some only) of the Notes in each class at their Principal Amount Outstanding on such Interest Payment Date pursuant to this Note Condition 8.4. A "**Redemption Event**" shall occur if the Issuer satisfies the Note Trustee immediately before giving the notice referred to below that one or more of the events described in sub-paragraph (a), (b) or (c) above is continuing and that the appointment of a Paying Agent or a substitution as referred to above would not avoid the effect of the relevant event or that, having used its reasonable endeavours, the Issuer is unable to arrange such appointment or substitution. The Issuer shall:

(A) give not more than 60 nor less than 15 days' notice to the Noteholders in accordance with Note Condition 16 (*Notice to Noteholders*), the Note Trustee, the Principal Paying Agent, the Registrar, each Rating Agency and the Swap Provider, of its intention to redeem all (but not some only) of the Notes in each Class; and

(B) provide to the Note Trustee, prior to giving the notice referred to in paragraph (A) above, a certificate signed by two directors of the Issuer to the effect that the Issuer will have sufficient funds at least equal to the Option Purchase Price on the Redemption Date (on which the Note Trustee shall be entitled to rely absolutely and without enquiry or liability to any person).

8.5 **Principal Amount Outstanding**

The "**Principal Amount Outstanding**" of each Class of Notes on any date shall:

(a) in relation to a Note, be the original principal amount of that Note on the Closing Date less the aggregate amount of any principal payments in respect of that Note which have become due and payable (and have been paid) on or prior to that day;

(b) in relation to a Class, be the aggregate of the amount in paragraph (a) above in respect of all Notes outstanding in such Class; and

(c) in relation to all the Notes outstanding at any time, be the aggregate of the amount in paragraph (a) above in respect of all Notes outstanding.

8.6 **Notice of Redemption**

Any such notice as is referred to in Note Condition 8.3 (*Redemption of the Notes in Full*) or Note Condition 8.4 (*Redemption of the Notes for Taxation or Other Reasons*), shall be irrevocable and, upon the expiry of such notice, the Issuer shall be bound to redeem the relevant Notes at the applicable amounts specified in these Note Conditions. Any certificate or legal opinion given by or on behalf of the Issuer in connection with the exercise of the option as set out in Note Condition 8.3 (*Redemption of the Notes in Full*) or Note Condition 8.4 (*Redemption of the Notes for Taxation or Other Reasons*) (as applicable) may be relied on by the Note Trustee without further investigation and, if so relied on, shall be conclusive and binding on the Noteholders.

8.7 **No Purchase by the Issuer**

The Issuer will not be permitted to purchase any of the Notes.

8.8 **Cancellation on redemption in full**

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, assessments, deductions, withholdings or charges of any nature whatsoever and wheresoever imposed, including (but not limited to) income tax, corporation tax, value added tax or other tax in respect of added value and any franchise, transfer, sales, gross receipts, use, business, occupation, excise, personal property, real property or other tax imposed by any national, local or supranational taxing or fiscal authority or agency together with any penalties, fines or interest thereon ("**Taxes**"), unless the withholding or deduction of the Taxes is required by applicable law. In that event, subject to Note Condition 8.4 (*Redemption of the Notes for Taxation or Other Reasons*), the Issuer or, as the case may be, the Paying Agent shall make such payment after the withholding or deduction has been made and shall account to the relevant authorities for the amount required to be withheld or deducted. Neither the Issuer nor any Paying Agent nor any other person shall be obliged to make any additional payments to Noteholders in respect of such withholding or deduction.

10. PRESCRIPTION

Claims in respect of principal and interest on the Notes will be prescribed after ten years (in the case of principal) and five years (in the case of interest) from the Relevant Date in respect of the relevant payment.

In this Note Condition 10, the "**Relevant Date**", in respect of a payment, is the date on which such payment first becomes due or (if the full amount of the monies payable on that date has not been duly received by the Principal Paying Agent or the Note Trustee on or prior to such date) the date on which, the full amount of such monies having been received, notice to that effect is duly given to the relevant Noteholders in accordance with Note Condition 16 (*Notice to Noteholders*).

11. EVENTS OF DEFAULT

11.1 Notes

The Note Trustee at its absolute discretion may, and if so directed (i) in writing by the Noteholders of not less than 25% in aggregate Principal Amount Outstanding of the Most Senior Class, for so long as there are any Notes outstanding, or (ii) by an Extraordinary Resolution of the holders of the Most Senior Class outstanding, shall (subject to being indemnified and/or prefunded and/or secured to its satisfaction as more particularly described in the Trust Deed) deliver a notice (an "**Enforcement Notice**") to the Issuer (with a copy to the Swap Provider, the Cash Manager, the Security Trustee, the Servicer, the Standby Servicer Facilitator, the Citi Account Bank, the Santander Account Bank and the Seller) that all Classes of the Notes then outstanding shall thereby immediately become due and repayable at their respective Principal Amount Outstanding, together with accrued (and unpaid) interest in each case as provided in the Trust Deed, if any of the following events (each, an "**Event of Default**") occur:

(a) non-payment of interest and/or principal due in respect of the Notes and such non-payment continues for a period of ten Business Days in the case of interest and five Business Days in the case of principal, provided that deferral of interest in accordance with Note Condition 18 (*Subordination by Deferral*) shall not be an Event of Default; or

(b) failure by the Issuer to perform or observe any of its other obligations under the Note Conditions or any Transaction Document to which it is a party which in the opinion of the Note Trustee is materially prejudicial to the interests of the holders of the Most Senior Class and the failure continues for a period of 15 days (or such longer period as the Note Trustee may permit) (except that in any case where the Note Trustee considers the failure to be incapable of remedy, then no continuation or notice as is aforementioned will be required) following the service by the Note Trustee on the Issuer of notice requiring the same to be remedied; or

(c) any representation or warranty made by the Issuer under any Transaction Document is incorrect in any material respect when made which in the opinion of the Note Trustee is materially prejudicial to the interests of the holders of the Most Senior Class and the matters giving rise to such misrepresentation are not remedied within a period of 15 days (or such longer period as the Note Trustee may permit) (except that in any case where the Note Trustee considers the matters giving rise to such misrepresentation to be incapable of remedy, then no continuation or notice as is hereinafter mentioned will be required) following the service by the Note Trustee on the Issuer of notice requiring the same to be remedied; or

(d) if any order is made by any competent court or any resolution is passed for the winding up or dissolution of the Issuer, save for the purposes of reorganisation on terms approved in writing by the Note Trustee or by Extraordinary Resolution of the holders of the Most Senior Class; or

(e) if (i) the Issuer ceases or threatens to cease to carry on the whole or a substantial part of its business, save for the purposes of reorganisation on terms approved in writing by the Note Trustee or by Extraordinary Resolution of the holders of the Most Senior Class, 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 Issuer is deemed unable to pay its debts within the meaning of Sections 123(1) or (2) of the

Insolvency Act (or any equivalent or analogous legislative provision, as applicable to such person) or (iii) the Issuer is adjudicated or found bankrupt or insolvent; or

(f) if proceedings are initiated against the Issuer under any applicable liquidation, insolvency, composition, reorganisation or other similar laws or an application is made (or documents filed with the court) for the appointment of an administrative or other receiver, manager, administrator or other similar official, or an administrative or other receiver, manager, administrator or other similar official is appointed, in relation to the Issuer or, as the case may be, in relation to the whole or any part of the undertaking or assets of the Issuer, and in any such case (other than the appointment of an administrator or an administrative receiver appointed following presentation of a petition for an administration order), unless initiated by the Issuer, is not discharged within 30 days; or

(g) if the Issuer (or its directors or shareholders) initiates or consents to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, reorganisation or other similar laws or makes a conveyance or assignment for the benefit of, or enters into any composition or other arrangement with, its creditors generally (or any class of its creditors) or takes steps with a view to obtaining a moratorium in respect of any of its indebtedness or any meeting is convened to consider a proposal for an arrangement or composition with its creditors generally (or any class of its creditors).

11.2 **General**

Upon the service of an Enforcement Notice by the Note Trustee in accordance with Note Condition 11.1 (*Notes*), all Classes of the Notes then outstanding shall thereby immediately become due and repayable at their respective Principal Amount Outstanding, together with accrued (and unpaid) interest.

12. ENFORCEMENT

12.1 **General**

Each of the Note Trustee and the Security 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 (in the case of the Note Trustee) the Notes or the Trust Deed (including these Note Conditions) or (in the case of the Security Trustee) the Deed of Charge or (in either case) any of the other Transaction Documents to which it is a party and, at any time after the service of an Enforcement Notice, the Security Trustee may, at its discretion and without notice, take such steps as it may think fit to enforce the Security, but neither of them shall be bound to take any such proceedings, action or steps unless:

(a) the Note Trustee or Security Trustee shall have been so directed by an Extraordinary Resolution of the holders of the Most Senior Class then outstanding or directed in writing the Noteholders of not less than least 25% in aggregate Principal Amount Outstanding of the Most Senior Class, for so long as there are any Notes outstanding; and

(b) in all cases, it shall have been indemnified and/or prefunded and/or secured to its satisfaction.

No Noteholder or other Secured Creditor may proceed directly against the Issuer unless the Note Trustee or Security Trustee, having become bound to do so, fails to do so within a reasonable period of time and such failure is continuing.

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, the Security 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 Security 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 Security 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 in the order of priority set out in the Post-Enforcement Priority of Payments. The fees and expenses of the aforementioned financial adviser or other professional adviser selected by the Security Trustee shall be paid by the Issuer. The Security Trustee shall be entitled to rely upon any financial or other professional advice referred to in this Note Condition 12.2 without further enquiry and shall incur no liability to any person for so doing.

12.3 **Limitations on Enforcement**

No Noteholder or any other Secured Creditor shall be entitled to proceed directly against the Issuer or any other party to any of the Transaction Documents to enforce the performance of any of these Note 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 Note Trustee or, as the case may be, the Security Trustee, having become bound so to do, fails to do so within a reasonable period and such failure shall be continuing, provided that no Noteholder or any other Secured Creditor 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 Note 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 undertaking of the Issuer the subject of any security created under and pursuant to the Deed of Charge (the "**Charged Assets**"). If:

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

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

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

then the Noteholders shall have no further claim against the Issuer in respect of any amounts owing to them which remain due or to be paid in respect of the Notes (including, for the avoidance of doubt, payments of principal, premium (if any) or interest in respect of the Notes) and the Issuer shall be deemed to be discharged from making any further payments in respect of the Notes and any further payment rights shall be extinguished.

13. MEETINGS OF NOTEHOLDERS - MODIFICATION, WAIVER AND SUBSTITUTION

13.1 The Trust Deed contains provisions for convening separate or combined meetings of the Noteholders 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 the Note Conditions or the provisions of any of the Transaction Documents.

13.2 For the purposes of these Note Conditions, "**Most Senior Class**" means the Class A Notes or, if there are no Class A Notes then outstanding, the Class B Notes.

13.3 **Separate and combined meetings**

The Trust Deed provides that:

(a) a resolution which in the opinion of the Note Trustee affects the interests of the holders of the Notes of only one Class only shall be considered at a separate meeting of the holders of the Notes of that Class only (or by a separate Written Resolution or by a separate Electronic Consent of the holders of that Class of Notes so affected);

(b) a resolution which in the opinion of the Note Trustee affects holders of (i) more than one Class of Notes or (ii) at least one Class of Notes, but in each case does not give rise to an actual or potential conflict of interest between the Noteholders of one Class of Notes and/or the holders of another Class of Notes shall be considered either at separate meetings of the Noteholders of each such Class, or at a single meeting of the Noteholders of all such Classes of Notes (or by a separate Written Resolution or by a separate Electronic Consent) as the Note Trustee shall determine in its absolute discretion;

(c) a resolution which in the opinion of the Note Trustee affects holders of (i) more than one Class of Notes or (ii) at least one Class of Notes, and in each case gives rise to any actual or potential conflict of interest between the Noteholders of one Class of Notes and/or the Noteholders of any other Class of Notes, shall be considered at separate meetings of the Noteholders of each such Class (or by a separate Written Resolution or by a separate Electronic Consent of the holders of that Class of Notes); and

(d) no resolution of the Class B Noteholders shall take effect for any purpose while any of the Class A Notes remain outstanding unless it shall have been sanctioned by an Extraordinary Resolution of the Class A Notes, or the Note Trustee is of the opinion that it would not be materially prejudicial to the interests of the Class A Noteholders.

13.4 **Request from Noteholders**

(a) A meeting of Noteholders of a particular Class may be convened by the Note Trustee or the Issuer at any time and must be convened by the Note Trustee (subject to its being indemnified and/or secured and/or prefunded to its satisfaction) upon the request in writing of Noteholders of a particular Class holding not less than ten per cent. of the aggregate Principal Amount Outstanding of the Notes of that Class.

(b) So long as no Event of Default has occurred and is continuing, the Noteholders are not entitled to instruct or direct the Issuer to take any action, either directly or indirectly through the Note Trustee, without consent of the Issuer and, if applicable, certain other Transaction Parties pursuant to any relevant Transaction Documents, unless the Issuer has an obligation to take such action under the relevant Transaction Documents.

13.5 **Quorum**

(a) **Initial Meeting**

The quorum at any initial meeting convened to vote on:

(i) an Ordinary Resolution shall be one or more persons present and holding or representing in aggregate not less than one quarter of the total of the Principal Amount Outstanding of the relevant Class or Classes of Notes, then outstanding;

(ii) an Extraordinary Resolution (other than a Basic Terms Modification) shall be one or more persons present and holding or representing in the aggregate not less than 50 per cent. of the total of the Principal Amount Outstanding of the relevant Class or Classes of Notes then outstanding; and

(iii) a Basic Terms Modification shall be one or more persons present and holding or representing in the aggregate not less than 75 per cent. of the total of the Principal Amount Outstanding of such Class or Classes of Notes then outstanding.

(b) **Adjourned Meeting**

The quorum at any adjourned meeting re-convened to vote on:

(i) an Ordinary Resolution shall be one or more persons present and holding or representing in aggregate not less than 10 per cent. of the total of the Principal Amount Outstanding of the relevant Class or Classes of Notes then outstanding;

(ii) an Extraordinary Resolution (other than a Basic Terms Modification) shall be one or more persons present and holding or representing in the aggregate not less than 25 per cent. of the total of the Principal Amount Outstanding of the relevant Class or Classes of Notes then outstanding; and

(iii) a Basic Terms Modification shall be one or more persons present and holding or representing in the aggregate not less than 50 per cent. of the total of the Principal Amount Outstanding of such Class or Classes of Notes then outstanding.

(c) A basic terms modification (a "**Basic Terms Modification**") shall mean:

(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 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, except in accordance with Note Condition 13.9(j) or 13.9(k) in relation to any Reference 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 (including, if any such modification is proposed for any Class of Notes) except in accordance with Note Condition 13.9(j) or 13.9(k) in relation to any Reference Rate Modification or Swap Rate Modification;

(iv) alter the currency in which payments under any Class of Notes 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

(vii) any change to the definition of Basic Terms Modification.

13.6 **Most Senior Class and Limitations on other Noteholders**

(a) Other than in relation to a Basic Terms Modification:

(i) subject to Note Conditions 13.6(a)(ii), an Extraordinary Resolution passed by the Class A Noteholders shall be binding on such Class A Noteholders and all Class B Noteholders irrespective of the effect upon them; and

(ii) no Extraordinary Resolution of any Class B Noteholders shall take effect for any purpose while any of the Class A Notes remain outstanding unless it shall have been sanctioned by an Extraordinary Resolution of the holders of the Class A Notes, or the Note Trustee and/or Security Trustee is of the opinion that it would not be materially prejudicial to the interests of the holders of the Class A Notes,

provided that, in respect of any Extraordinary Resolution of a Class or Classes of Noteholders relating to any modification, amendment or supplement to any of the Transaction Documents or these Note Conditions which would breach any Swap Provider Entrenched Rights, the prior written consent of the Swap Provider (such consent not to be unreasonably withheld or delayed) is also needed prior to such amendments being made.

For the purposes of these Note Conditions, "**Swap Provider Entrenched Rights**" means any modification, amendment, waiver or supplement which, the Swap Provider (acting reasonably and in good faith) determines in each case would have the effect:

(1) of requiring the Swap Provider to pay more to or receive less from a third party transferee if it were to transfer the Swap Transaction 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 were not made; or

(2) of altering the amount, timing or priority of any payments or deliveries due to be made by or to the Swap Provider under the Note Conditions or any Transaction Document (including, without limitation, the Pre-Enforcement Revenue Priority of Payments, the

Post-Enforcement Priority of Payments or the Swap Collateral Account Priority of Payments); or

(3) of altering the Issuer's ability to make payments or deliveries to the Swap Provider; or

(4) of decreasing the value of the Swap Transaction (from the Swap Provider's perspective);

(5) of altering the Swap Provider's rights in relation to any security (howsoever described and including as a result of changing the nature or the scope of, or releasing such security) granted by the Issuer in favour of the Security Trustee on behalf of the Secured Creditors or altering the Swap Provider's status as a Secured Creditor; or

(6) of amending Note Condition 8 (*Redemption*) or any additional redemption rights in respect of the Notes, provided that such modification, amendment or supplement would be materially prejudicial to the Swap Provider in the opinion of the Swap Provider (acting reasonably);

(7) of altering any requirement to obtain the Swap Provider's prior consent (written or otherwise) in respect of any matter (including, for the avoidance of doubt, any modification of this definition); or

(8) of resulting in an amendment or waiver of the undertakings of the Issuer as set out in the Incorporated Terms Memorandum relating to the Issuer's ability to sell, convey, transfer, lease, assign or otherwise dispose of or agree or attempt or purport to sell, convey, transfer, lease or otherwise dispose of or use, invest or otherwise deal with any of its properties, assets or undertaking or grant any option or right to acquire the same in circumstances not expressly permitted or provided for in the Transaction Documents provided that such amendment or waiver would be materially prejudicial to the Swap Provider in the opinion of the Swap Provider (acting reasonably).

13.7 **Relationship between Classes of Notes**

(a) In relation to each Class of Notes, no Extraordinary Resolution involving a Basic Terms Modification shall be effective unless it is sanctioned by separate Extraordinary Resolutions of the holders of each Classes of Notes then outstanding.

(b) Except in the case of a Basic Terms Modification, any resolution passed at a meeting of the holders of the Class A Notes duly convened and held as aforesaid (or by a separate Written Resolution or by a separate Electronic Consent) shall also be binding upon the holders of all the Class B Notes.

13.8 **Modification to the Transaction Documents**

(a) The Note Trustee may (or in the case of (iii) 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 or any other Secured Creditors agree with the Issuer and any other parties (and/or direct the Security Trustee to agree with the Issuer or any such other parties) in making or sanctioning any modification:

(i) other than in respect of a Basic Terms Modification, to these Note Conditions, the Trust Deed or any other Transaction Document, which in the opinion of the Note Trustee

(acting in accordance with the Trust Deed) or, as the case may be, the Security Trustee (acting on the directions of the Note Trustee), will not be materially prejudicial to the interests of the Noteholders;

(ii) to these Note Conditions, the Trust Deed or any other Transaction Document if in the opinion of the Note Trustee (acting in accordance with the Trust Deed) or, as the case may be, the Security Trustee (acting on the directions of the Note Trustee), such modification is of a formal, minor or technical nature or to correct a manifest error; or

(iii) to the Transaction Documents, these Note Conditions that are requested in writing by the Issuer (acting in its own discretion or at the direction of any transaction party including the Swap Provider) in order to enable the Issuer (or the Swap Provider) to comply with any requirements which apply to it under UK EMIR and/or EU EMIR, as applicable, irrespective of whether such modifications are (i) materially prejudicial to the interests of the holders of any Class of Notes 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 Note Trustee and the Security Trustee of a certificate of (A) the Issuer signed by two directors or (B) the Servicer on behalf of the Issuer certifying to the Note Trustee and the Security Trustee that the amendments requested by the Issuer (either on its own behalf or at the direction of any transaction party including the Swap Provider) are to be made solely for the purpose of enabling the Issuer to satisfy its requirements under UK EMIR and/or EU EMIR, as applicable,

provided that, in respect of any such modification, amendment or supplement to any of the Transaction Documents or these Note Conditions which, the Swap Provider (acting reasonably and in good faith) determines, would breach any Swap Provider Entrenched Rights, the prior written consent of the Swap Provider (such consent not to be unreasonably withheld or delayed) is also needed prior to such amendments being made.

Neither the Note Trustee nor the Security Trustee shall be obliged to agree to any modification pursuant to this Note Condition 13.8(a) which, in the sole opinion of the Note Trustee or, as the case may be, the Security Trustee, would have the effect of:

(A) exposing the Note Trustee (or, as the case may be, the Security Trustee) to any liability against which it has not been indemnified and/or secured and/or prefunded to its satisfaction; or

(B) increasing the obligations or duties, or decreasing the protections of the Note Trustee (or, as the case may be, the Security Trustee) in the Transaction Documents and/or the Note Conditions.

(b) Notwithstanding anything to the contrary in the Trust Deed or the other Transaction Documents, when implementing any EMIR Amendment pursuant to this Note Condition 13.8, the Note Trustee (or, as the case may be, the Security Trustee) shall not consider the interests of the Noteholders, any other Secured Creditor or any other person, but shall act and rely solely and without further investigation on any certificate provided to it by the Issuer pursuant to this Note Condition 13.8 and shall not be liable to any Noteholder or any other Secured Creditor for so acting or relying.

13.9 **Additional Right of Modification**

Notwithstanding the provisions of Note Condition 13.8 *(Modification to the Transaction Documents*), the Note Trustee shall be obliged, without any consent or sanction of the Noteholders or any other Secured Creditor, subject to written consent of the Secured Creditors

which are a party to the relevant Transaction Documents (such consent to be conclusively demonstrated by such Secured Creditor entering into any deed or document purporting to modify such Transaction Document), to agree with the Issuer, and/or to direct the Security Trustee to agree with the Issuer, in making any modification (other than in respect of a Basic Terms Modification or Swap Provider Entrenched Rights) to these Note Conditions, the Trust Deed or any other Transaction Document to which it is a party or in relation to which it holds security or to enter into any new, supplemental or additional documents that the Issuer (in each case) considers necessary:

(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 Note Trustee and the Security Trustee that such modification is necessary to comply with such criteria or, as the case may be, is solely to implement and reflect such criteria; and

(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 Citi Account Bank, the Santander Account Bank or the Custodian (for the purpose of this Note Condition 13.9 only, each a "**Relevant Party**"), in order (x) to remain eligible to perform its role in such capacity in conformity with such criteria and/or (y) to avoid taking action which it would otherwise be required to take to enable it to continue performing such role (including, without limitation, posting collateral or advancing funds):

(A) the Relevant Party certifies in writing to the Issuer, the Note Trustee and the Security Trustee that such modification is necessary for the purposes described in paragraph (ii)(x) and/or (y) above; and

(B) the Issuer, the Relevant Party or the Servicer (on behalf of the Issuer) obtains from each of the Rating Agencies, a Rating Agency Confirmation, or in the case of a Non-Responsive Rating Agency only certifies in writing to the Issuer (in the case of the Relevant Party or the Servicer), the Note Trustee and the Security Trustee that the provisions of Note Condition 19 (*Non-Responsive Rating Agency*) have been satisfied in relation to the request for such Rating Agency Confirmation with respect to the Non-Responsive Rating Agency; and

(C) the Relevant Party pays all costs and expenses (including legal fees) incurred by the Issuer and the Note Trustee and the Security Trustee in connection with such modification; and/or

(b) for the purpose of complying with any changes in the requirements of the PRA Retention Rules after the Closing Date, including as a result of the adoption of additional regulatory technical standards in relation to the PRA Retention Rules or any other risk retention legislation or regulations or official guidance in relation thereto, provided that the Issuer certifies to the Note Trustee and the Security Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect; and/or

(c) for the purpose of enabling the Designated Reporting Entity and the Notes to comply with the requirements of the UK Securitisation Framework and the EU Securitisation Regulation (with respect to the EU Securitisation Regulation, as if it were applicable

to it and the Issuer) including relating to (i) (in the case of the UK Securitisation Framework) the treatment (if any) of the Notes as a simple, transparent and standardised securitisation for the purposes of the 2024 UK SR SI, and (ii) any related regulatory technical standards authorised under the UK Securitisation Framework and the EU Securitisation Regulation (with respect to the EU Securitisation Regulation, as if it were applicable to it and the Issuer), including but not limited to: (A) the appointment of a third party to assist with the Designated Reporting Entity's reporting obligations pursuant to the UK Transparency Rules or the EU Securitisation Regulation; and (B) a modification required in relation to a change in the UK Securitisation Repository and/or the EU Securitisation Reporting Website), *provided that* the Issuer certifies to the Note Trustee and the Security Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect; and/or

(d) for the purpose of complying with any changes in the requirements of (i) the U.S. Risk Retention Rules, after the Closing Date, or (ii) any other risk retention legislation or regulations or official guidance in relation thereto, provided that the Issuer certifies to the Note Trustee and the Security Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect; and/or

(e) for the purpose of enabling the Notes to be (or to remain) listed on the Official List of the LSE, provided that the Issuer certifies to the Note Trustee and the Security Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect; and/or

(f) for the purposes of enabling the Issuer or any other person that is party to a Transaction Document (a "**Transaction Party**") to comply with FATCA (or any voluntary agreement entered into with a taxing authority in relation thereto), provided that the Issuer or the relevant Transaction Party, as applicable, certifies to the Security Trustee and the Note Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;

(g) for the purposes of complying (or continuing to comply) with the applicable requirements of the UK CRR Regulation, the EU CRR Regulation, UK Solvency II or EU Solvency II after the Closing Date, including as a result of the adoption of regulatory technical standards in relation to the UK CRR Regulation, the EU CRR Regulation, UK Solvency II or EU Solvency II or regulations or official guidance in relation thereto, **provided that** the Issuer (or the Servicer on its behalf) certifies to the Note Trustee and the Security Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;

(h) for the purpose of complying (or continuing to comply) with any changes in either or both of the requirements of the EU CRA Regulation or the UK CRA Regulation after the Closing Date, including as a result of the adoption of regulatory technical standards in relation to the EU CRA Regulation or the UK CRA Regulation or regulations or official guidance in relation thereto, **provided that** the Issuer (or the Servicer on its behalf) certifies to the Note Trustee and the Security Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect; and/or

(i) for the purposes of making any changes necessary to allow the Issuer to open additional accounts held and maintained at a bank that has the Account Bank Required Minimum Rating and is a "bank" as defined in section 991 of the Income Tax Act 2007, and to enter into additional account bank (or other similar agreements) agreements and

agreements ancillary thereto, such additional bank account agreements shall be designated as Transaction Documents,

(each a "**Modification**" and the certificate to be provided by the Issuer or Servicer (on behalf of the Issuer), and/or the Relevant Party, as the case may be, pursuant to Note Conditions 13.9(a) to (i) above being a "**Modification Certificate**"); and/or

(j) for the purpose of changing the reference rate in respect of the Notes from Compounded Daily SONIA to an alternative reference rate (including where such reference rate may remain linked to SONIA but may be calculated in a different manner) (any such reference rate, an "**Alternative Reference Rate**") and make such other amendments to any of the Transaction Documents as are necessary or advisable in the reasonable judgement of the Issuer (or the Servicer on behalf of the Issuer) to facilitate such change or which are required as a consequence of adopting an Alternative Reference Rate (a "**Reference Rate Modification**"), provided that:

(i) the Issuer (or the Servicer on behalf of the Issuer), certifies to the Note Trustee and the Security Trustee in writing (such certificate, a "**Reference Rate Modification Certificate**") that:

(A) such Reference Rate Modification is being undertaken due to a Reference Rate Disruption; and

(B) such Alternative Reference Rate satisfies the Reference Rate Eligibility Requirement; and

(C) the modifications proposed in the context of the Reference Rate Modification are required solely for the purpose of applying the Alternative Reference Rate and making consequential modifications to the Notes Conditions or any Transaction Document which are, as determined by the Issuer (or the Servicer on behalf of the Issuer) in its commercially reasonably judgement, necessary or advisable, and the modifications have been drafted solely to such effect,

(ii) and provided further that either:

(A) the Issuer has obtained from each of the Rating Agencies written confirmation (or certifies in the Reference Rate Modification Certificate that it has been unable to obtain written confirmation from each Rating Agency) that the proposed Reference Rate Modification would not result in (x) a downgrade, withdrawal or suspension of the then current ratings assigned to the Class A Notes by such Rating Agency or (y) such Rating Agency placing the Class A Notes on rating watch negative (or equivalent) and, if relevant, it has provided a copy of any written confirmation to the Note Trustee and the Security Trustee, with the Reference Rate Modification Certificate; or

(B) the Issuer (or the Servicer on behalf of the Issuer), certifies in the Reference Rate Modification Certificate that it has given the Rating Agencies at least 10 Business Days prior written notice 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 the Class A Notes

by such Rating Agency or (y) such Rating Agency placing the Class A Notes on rating watch negative (or equivalent).

"**Reference Rate Disruption**" means the occurrence of any of the following:

(a) an alternative manner of calculating a SONIA-based rate being introduced and becoming a standard means of calculating interest in the publicly listed asset backed floating rate notes market; or

(b) a material disruption to SONIA (as determined by the Issuer or the Servicer acting reasonably), an adverse change in the methodology of calculating SONIA (as determined by the Issuer or the Servicer acting reasonably), SONIA ceasing to exist or be published or the administrator of SONIA having used a fall-back methodology for calculating SONIA for a period of at least 30 calendar days; or

(c) the insolvency or cessation of business of the administrator of SONIA (in circumstances where no successor administrator has been appointed); or

(d) a public statement by the SONIA administrator that it will cease publishing SONIA permanently or indefinitely (in circumstances where no successor SONIA administrator has been appointed that will continue publication of SONIA) in each case with effect from a date no later than 6 months after the proposed effective date of such Reference Rate Modification; or

(e) a public statement by the supervisor of the SONIA administrator that SONIA has been or will be permanently or indefinitely discontinued or there will be a material change to the methodology of calculating SONIA with effect from a date no later than 6 months after the proposed effective date of such Reference Rate Modification; or

(f) a public statement by the supervisor of the SONIA administrator that means SONIA will be prohibited from being used or that its use is subject to restrictions or adverse consequences with effect from a date no later than 6 months after the proposed effective date of such Reference Rate Modification; or

(g) a change in the generally accepted market practice in the publicly listed asset backed floating rate notes market to refer to a benchmark rate endorsed in a public statement by the Bank of England, the Financial Conduct Authority or the Prudential Regulation Authority or any relevant committee or other body established, sponsored or approved by any of the foregoing, including the Working Group on Sterling Risk-Free Reference Rates, despite the continued existence of SONIA; or

(h) it having become unlawful and/or impossible and/or impracticable for any Agent Bank, the Issuer or the Cash Manager to calculate any payments due to be made to any Noteholder using SONIA; or

(i) following the implementation of a Reference Rate Modification, it becomes generally accepted market practice in the publicly listed asset

backed floating rate notes market to use a Reference Rate of interest which is different from the Alternative Reference Rate which had already been adopted by the Issuer in respect of the Notes pursuant to a Reference Rate Modification; or

(j) it being the reasonable expectation of the Issuer (or the Servicer on its behalf) that any of the events specified in paragraphs (b) to (i) above (inclusive) will occur or exist within six months of the proposed effective date of such Reference Rate Modification.

"**Reference Rate Eligibility Requirement**" means the Alternative Reference Rate being any one of the following:

(a) a reference rate published, endorsed, approved or recognised by the Bank of England, the Financial Conduct Authority or the Prudential Regulation Authority or any relevant committee or other body established, sponsored or approved by any of the foregoing, including the Working Group on Sterling Risk-Free Reference Rates (which, for the avoidance of doubt, may be an alternative reference rate together with a specified adjustment factor which may increase or decrease the relevant alternative reference rate); or

(b) a reference rate utilised in 5 publicly-listed new issues of Sterling denominated asset backed floating rate notes prior to the effective date of such Reference Rate Modification; or

(c) a reference rate utilised in a publicly-listed new issue of Sterling denominated asset backed floating rate notes where the originator of the relevant assets is Atom Bank or an affiliate (including any parent entity of Atom Bank, any subsidiary of any parent entity of Atom Bank and any subsidiary of Atom Bank) of Atom Bank; or

(d) such other reference rate as the Issuer (or the Servicer on its behalf) reasonably determines, ***provided that*** this option may only be used if the Issuer (or the Servicer on behalf of the Issuer) certifies to the Note Trustee and the Security Trustee that, in its reasonable opinion, none of paragraphs (a) to (c) above (inclusive) are applicable and/or practicable in the context of this transaction, and sets out the rationale in the Reference Rate Modification Certificate for choosing the proposed Alternative Benchmark Rate.

In the case of a Reference Rate Modification, such written notice shall include details of the adjustment which the Issuer (or the Servicer on behalf of the Issuer) proposes to make (if any) to the margin payable on each Class of Notes which are the subject of the Reference Rate Modification in order to, so far as reasonably and commercially practicable, preserve what would have been the expected Rate of Interest applicable to each such Class of Notes had no such Reference Rate Modification been effected (the "**Note Rate Maintenance Adjustment**" which, for the avoidance of doubt, may effect an increase or a decrease to the margin or may be set at zero), provided that:

(i) in the event that the Bank of England, the Financial Conduct Authority or the Prudential Regulation Authority or any relevant committee or other body established, sponsored or approved by any of the foregoing,

including the Working Group on Sterling Risk-Free Reference Rates, has published, endorsed, approved or recognised a note rate maintenance adjustment mechanism which could be used in the context of a transition from the Relevant Reference Rate to the Alternative Reference Rate, then the Issuer shall propose that note rate maintenance adjustment mechanism as the Note Rate Maintenance Adjustment, or otherwise the Issuer shall set out in the notice the rationale for concluding that this is not a commercial and reasonable approach in relation to the Notes and the proposed Reference Rate Modification; or

(ii) in the event that it has become generally accepted market practice in the Sterling-denominated asset backed floating rate notes market to use a particular note rate maintenance adjustment mechanism in the context of a transition from the Relevant Reference Rate to the Alternative Reference Rate, then the Issuer shall propose that note rate maintenance adjustment mechanism as the Note Rate Maintenance Adjustment, or otherwise the Issuer shall set out in the notice the rationale for concluding that this is not a commercial and reasonable approach in relation to the Notes and the proposed Reference Rate Modification; or

(k) for the purpose of changing the reference rate that then applies in respect of the Swap Agreement to an alternative reference rate as is necessary or advisable in the commercially reasonable judgement of the Issuer (or the Servicer on its behalf) and the Swap Provider solely as a consequence of a Reference Rate Modification and solely for the purpose of aligning the reference rate of the Swap Agreement to the reference rate of the Notes following such Reference Rate Modification (a "**Swap Rate Modification**"), provided that the Issuer, or the Servicer on behalf of the Issuer, certifies to the Note Trustee and the Security Trustee in writing that such modification is required solely for such purpose and it has been drafted solely to such effect (such certificate being a "**Swap Rate Modification Certificate**"),

provided that, in the case of any modification made pursuant to Note Condition 13.9(a) to (k) above:

(i) at least 30 calendar days' prior written notice of any such proposed modification has been given to the Note Trustee, Security Trustee and the Swap Provider;

(ii) the Modification Certificate, Reference Rate Modification Certificate or Swap Rate Modification Certificate, as applicable, in relation to such modification shall be provided to the Note Trustee and the Security Trustee both at the time the Note Trustee and the Security Trustee are notified of the proposed modification and on the date that such modification takes effect; and

(iii) the consent of each Secured Creditor which is party to the relevant Transaction Document has been obtained;

(iv) other than in the case of a modification pursuant to Note Condition 13.9(a)(ii), the Issuer or the Servicer (on behalf of the Issuer) obtains from each of the Rating Agencies a Rating Agency Confirmation (or in the case of a Non-Responsive Rating Agency only, certifies in the Modification Certificate, Reference Rate Modification Certificate or Swap Rate Modification

Certificate, as applicable) that the provisions of Note Condition 19 (*Non-Responsive Rating Agency*) have been satisfied in relation to the request for such Rating Agency Confirmation with respect to the Non-Responsive Rating Agency;

(v) the Issuer (or the Servicer on behalf of the Issuer) certifies in writing to the Note Trustee and the Security Trustee (which certification may be in the Modification Certificate, Reference Rate Modification Certificate or Swap Rate Modification Certificate, as applicable) that:

(A) the Issuer has provided at least 30 calendar days' notice to the Noteholders of the proposed modification in accordance with Note Condition 16 (*Notice to Noteholders*); and

(B) Noteholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the Most Senior Class then outstanding then 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 may be held) within such notification period notifying the Issuer that such Noteholders do not consent to the modification; and

(vi) any such modification, amendment or supplement to any of the Transaction Documents or the Note Conditions which, the Swap Provider (acting reasonably and in good faith) determines, would breach any Swap Provider Entrenched Rights, the prior written consent of the Swap Provider (such consent not to be unreasonably withheld or delayed) is also needed prior to such amendments being made.

If Noteholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the Most Senior Class 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 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 of the Most Senior Class then outstanding is passed in favour of such modification in accordance with Note 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 .

13.10 When implementing any modification pursuant to Note Condition 13.9 (*Additional Right of Modification*):

(a) (save to the extent the Note Trustee considers that the proposed modification would constitute a Basic Terms Modification), neither the Note Trustee nor the Security Trustee shall consider the interests of the Noteholders, 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 Note Condition 13.9 (*Additional Right of Modification*) and shall not be liable to the Noteholders or any other Secured Creditor for so acting or relying, irrespective of whether any such modification is or may be materially prejudicial to the interests of any such person; and

(b) neither the Note Trustee nor the Security Trustee shall be obliged to agree to any modification which, in the sole opinion of the Note Trustee (or, as the case may be, the Security Trustee) would have the effect of (i) exposing the Note Trustee (or, as the case may be, the Security 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 Note Trustee (or, as the case may be, the Security Trustee) in the Transaction Documents and/or the Note Conditions.

13.11 Any such modification shall be binding on all Noteholders, and shall be notified by the Issuer as soon as reasonably practicable to:

(a) so long as the Class A Notes rated by the Rating Agencies remains outstanding, each Rating Agency;

(b) the Secured Creditors; and

(c) the Noteholders in accordance with Note Condition 16 (*Notice to Noteholders*).

13.12 **Authorisation or Waiver of Breach**

The Note Trustee may, and may direct the Security Trustee to, without the consent or sanction of the Noteholders 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, but only if and in so far as in its opinion the interests of the holders of the Most Senior Class shall not be materially prejudiced thereby, authorise or waive on such terms and subject to such conditions (if any) as it may decide, any proposed or actual breach of any of the covenants or provisions contained in or arising pursuant to these Note Conditions or any of the Transaction Documents by any party thereto, provided that the Note Trustee shall not exercise any powers conferred on it by this Note Condition 13.12 in contravention of any express direction given by Extraordinary Resolution of the holders of the Most Senior Class or by a direction under Note Condition 11 (*Events of Default*) but so that no such direction or request shall affect any waiver, authorisation or determination previously given or made.

13.13 **Notification of modifications, waivers, authorisations or determinations**

Any such modification, waiver, authorisation or determination by the Note Trustee in accordance with these Note Conditions or the Transaction Documents shall be binding on the Noteholders and, unless the Note Trustee agrees otherwise, any such modification shall be notified by the Issuer to the Noteholders in accordance with Note Condition 16 (*Notice to Noteholders*), the Rating Agencies (while the Class A Notes remain outstanding) and the other Secured Creditors as soon as practicable thereafter.

13.14 In determining whether a proposed action will not be materially prejudicial to the Noteholders or any Class thereof, the Note Trustee may, among other things, have regard to the Rating Agency Confirmation. It is agreed and acknowledged by the Note 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 of each Rating Agency Confirmation, it is agreed and acknowledged by the Note Trustee this does not impose or extend any actual or contingent liability for each of the Rating Agencies to the Note Trustee, the Noteholders or any other person, or create any legal relations between each of the Rating

Agencies and the Note Trustee, the Noteholders or any other person, whether by way of contract or otherwise.

13.15 Where, in connection with the exercise or performance by each of them of any right, power, trust, authority, duty or discretion under or in relation to the Note Conditions or any of the Transaction Documents (including in relation to any modification, waiver, authorisation, determination, substitution or change of laws as referred to above), the Note Trustee or the Security Trustee is required to have regard to the interests of the Noteholders of any Class or Classes, it shall (A) have regard to the general interests of the Noteholders of such Class or Classes as a whole 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 (in each case, whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof, and the Note Trustee or, as the case may be, the Security Trustee shall not be entitled to require, nor shall any Noteholder be entitled to claim, from the Issuer, the Note Trustee or the Security Trustee or any other person any indemnification or payment in respect of any tax consequences of any such exercise upon individual Noteholders, and (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 Note Trustee or, as the case may be, the Security 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.

13.16 Other than in respect of any matter requiring an Extraordinary Resolution, Noteholders may vote by way of an Ordinary Resolution.

"**Block Voting Instruction**" means an English language document issued by a Paying Agent in which it is certified that on the date thereof:

(a) the Notes (not being Notes 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 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 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) each holder of such Notes has instructed such Paying Agent that the vote(s) attributable to the Notes 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 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 so listed in accordance with the instructions referred to in (c) above as set out in such Block Voting Instruction, provided that no such person shall be named as a proxy:

(A) whose appointment has been revoked and in relation to whom the relevant Paying Agent has been notified in writing of such revocation by the time which is 48 hours before the time fixed for such meeting; and

(B) who was originally appointed to vote at a meeting which has been adjourned for want of a quorum and who has not been re-appointed to vote at the meeting when it is resumed.

"**Electronic Consent**" means, for so long as all the outstanding Notes are held within the Clearing Systems, in respect of any resolution proposed by the Issuer or the Note Trustee, where the terms of the proposed resolution have been notified to the relevant Noteholders through the relevant Clearing Systems, approval of such resolution (in a form satisfactory to the Note Trustee and on which the Issuer and Note Trustee may rely) given by way of electronic consents communicated through the electronic communications systems of the relevant Clearing Systems in accordance with their operating rules and procedures.

"**Eligible Person**" means any one of the following persons who shall be entitled to attend and vote at a meeting:

(e) a registered holder of a Registered Definitive Note presently outstanding who produces such Registered Definitive Note at such meeting;

(f) a bearer of any Voting Certificate; and

(g) a proxy specified in any Block Voting Instruction.

"**Extraordinary Resolution**" means, in respect of the holders of any of the Classes of Notes:

(a) a resolution passed at a meeting of Noteholders duly convened and held in accordance with the Trust Deed and these Note Conditions by a majority consisting of not less than 75 per cent. 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 75 per cent. of the votes cast on such poll;

(b) a Written Resolution signed by or on behalf of the Noteholders of not less than 75 per cent. in aggregate Principal Amount Outstanding of the relevant Class of Notes, which resolution may be contained in one document or in several documents in like form each signed by or on behalf of one or more of the Noteholders; or

(c) an Electronic Consent given by or on behalf of the Noteholders of not less than 75 per cent. in aggregate Principal Amount Outstanding of the relevant Class of Notes.

"**Ordinary Resolution**" means, in respect of the holders of any of the Classes of Notes:

(a) a resolution passed at a meeting of Noteholders duly convened and held in accordance with the Trust Deed and these Note 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 Written Resolution signed by or on behalf of the Noteholders of not less than a clear majority in aggregate Principal Amount Outstanding of the relevant Class of Notes, which resolution may be contained in one document or in several documents in like form each signed by or on behalf of one or more of the Noteholders; or

(c) an Electronic Consent given by or on behalf of the Noteholders of not less than a clear majority in aggregate Principal Amount Outstanding of the relevant Class of Notes.

"**Voting Certificate**" means an English language certificate issued by a Paying Agent in which it is stated:

(a) while the Notes are represented by the Global Notes, that on the date thereof the Notes (not being the Notes (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 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; or

(b) while the Notes are represented by the Registered Definitive Notes, that the bearer thereof is entitled to attend and vote at such meeting in respect of the Notes represented by such Voting Certificate.

"**Written Resolution**" means a resolution in writing signed by or on behalf of holders of the Notes for the time being in issue, who for the time being are entitled to receive notice of a meeting in accordance with the Trust Deed, whether contained in one document or several documents in the same form, each signed by or on behalf of one or more such holders of such Notes.

13.17 Details of any Extraordinary Resolution and any Ordinary Resolution passed in accordance with the provisions of the Trust Deed shall be notified to each of the Rating Agencies by the Issuer.

13.18 Issuer Substitution Condition

The Note Trustee and the Security Trustee may agree, subject to such amendment of the Note Conditions and of any of the Transaction Documents, and to such other conditions as the Note Trustee and the Security 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 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 Note Condition 5 (*Covenants*) (the "**Issuer Substitution Condition**"). In the case of a substitution pursuant to Note Condition 13.18, the Note Trustee and the Security 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 Note Trustee, be materially prejudicial to the interests of the Noteholders.

14. INDEMNIFICATION AND EXONERATION OF THE NOTE TRUSTEE AND SECURITY TRUSTEE

The Trust Deed and the Deed of Charge contain provisions governing the responsibility (and relief from responsibility) of the Note Trustee and the Security Trustee respectively and providing for their indemnification in certain circumstances, including provisions relieving them from taking action or, in the case of the Security Trustee, enforcing the Security, unless indemnified and/or prefunded and/or secured to their satisfaction.

The Trust Deed and the Deed of Charge also contain provisions pursuant to which the Note Trustee and the Security Trustee are entitled, *inter alia*, (a) to enter into business transactions with the Issuer and/or any other party to any of the Transaction Documents and to act as trustee for the holders of any other securities issued or guaranteed by, or relating to, the Issuer and/or any other party to any of the Transaction Documents, (b) to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interests of, or consequences for, individual 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) While the Notes are represented by a Global Note, notices to Noteholders will be valid 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.

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

(c) In respect of Registered Definitive Notes, 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.

16.2 Note Trustee's Discretion to Select Alternative Method

The Note Trustee shall be at liberty to sanction some other method of giving notice to the Noteholders or category of them if, in its sole opinion, such other method is reasonable having regard to market practice then prevailing and to the requirements of the stock exchanges, competent listing authorities and/or quotation systems on or by which the Notes are then listed,

quoted and/or traded and provided that notice of such other method is given to the Noteholders in such manner as the Note Trustee shall require.

17. REPLACEMENT NOTES

If the Issuer Substitution Condition is satisfied in accordance with these Note Conditions and the Trust Deed, the Issuer may, without the consent of the Noteholders, issue one or more classes of replacement notes ("**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.

18. SUBORDINATION BY DEFERRAL

18.1 Interest

If, on any Interest Payment Date, the Issuer has insufficient funds to make payment in full of all amounts of interest (which shall, for the purposes of this Note Condition 18, include any interest previously deferred under this Note Condition 18.1 and accrued interest thereon) payable in respect of the Notes other than the Class A 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 Class A Notes to the extent only of any insufficiency of funds.

18.2 General

Any amounts of Deferred Interest in respect of a relevant 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 Note 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 Note 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 Note Condition 18, the Issuer will give notice thereof to the relevant Class of Noteholders, as appropriate, in accordance with Note Condition 16 (*Notice to Noteholders*). Any deferral of interest in accordance with this Note Condition 18 will not constitute an Event of Default. The provisions of this Note 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 Note Trustee and the Security Trustee shall be entitled but not obliged to take into account any written confirmation or affirmation (in any form acceptable to the Note Trustee and the Security Trustee) from the relevant Rating Agencies that the then current ratings of the Class A Notes will not be downgraded, reduced, qualified, suspended, adversely affected or withdrawn

thereby and that no Rating Agency would place the Class A Notes on rating watch negative (or equivalent) (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 Note Trustee and the Security Trustee, as applicable) and:

(i) (A) one Rating Agency (such Rating Agency, a "**Non-Responsive Rating Agency**") indicates that it does not consider such Rating Agency Confirmation or response necessary in the circumstances or that it does not, as a matter of practice or policy, provide such Rating Agency Confirmation or response or (B) within 30 days of delivery of such request, no Rating Agency Confirmation or response is received and/or such request elicits no statement by such Rating Agency that such Rating Agency Confirmation or response could not be given; and

(ii) one Rating Agency gives such Rating Agency Confirmation or response based on the same facts,

then such condition to receive a Rating Agency Confirmation or response from each Rating Agency shall be modified so that there shall be no requirement for the Rating Agency Confirmation or response from the Non-Responsive Rating Agency if the Issuer provides to the Note Trustee and the Security Trustee a certificate signed by two directors certifying and confirming that each of the events in paragraphs (i)(A) or (B) and (ii) above has occurred and the Note Trustee and the Security Trustee shall be entitled to rely on such certificate without further enquiry or liability.

20. JURISDICTION AND GOVERNING LAW

(a) The Courts of England and Wales (the "**Courts**") are to have exclusive jurisdiction to settle any disputes that may arise out of or in connection with the Notes 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 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 Transaction Documents may be brought in such Courts.

(b) The Transaction Documents, the Notes, and these Note Conditions (and any non-contractual obligations arising out of or in connection with them) are governed by, and shall be construed in accordance with, the laws of England and Wales 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 (i) the Scottish Loans, such provisions and documents shall be construed and/or (as applicable) governed by Scots law, or (ii) Northern Irish Loans, such provisions and documents shall be construed and/or (as applicable) governed by Northern Irish 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 Note 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 HM Revenue & Customs ("**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 depends on their individual circumstances and may be subject to change in the future (possibly with retrospective effect). Prospective Noteholders who are in any doubt as to their tax position should consult their professional advisers. 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 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 ("**ITA 2007**").

Section 1005(3) ITA 2007 provides that securities will be listed on a recognised stock exchange if (and only if) they are admitted to trading on that exchange, and either they are included in the United Kingdom official list (within the meaning of Part 6 of the Financial Services and Markets Act 2000) or they are officially listed, in accordance with provisions corresponding to those generally applicable in European Economic Area states, in a country outside the United Kingdom in which there is a recognised stock exchange.

The LSE is a recognised stock exchange for such purposes. Provided, therefore, that the Notes carry a right to interest and are and remain so listed, interest on the Notes will be payable by the Issuer without withholding or deduction on account of United Kingdom income tax.

In other cases falling outside of the exemptions described above, an amount must generally be withheld from payments of interest on the Notes that have a United Kingdom source on account of United Kingdom income tax at the basic rate (currently 20%), 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).

Where interest has been paid with deduction or withholding on account of United Kingdom income tax, Noteholders who are not resident in the United Kingdom may be able to recover all or part of the tax deducted if there is an appropriate provision in any applicable double taxation 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 definition of "interest" which may prevail under any other law.

The above description of the United Kingdom withholding tax position assumes that there will be no substitution of the Issuer pursuant to Note Condition 8.4 (*Redemption of the Notes for Taxation or Other Reasons*) and Note Condition 13.18 (Issuer Substitution Condition) 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" (as defined by FATCA) 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 date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register 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 any such Note is materially modified after such date (including by reason of a substitution of the issuer).

Prospective Noteholders 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.

The proposed financial transactions tax ("FTT")

On 14 February 2013, the European Commission published a proposal (the "**Commission's Proposal**") for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the "**participating Member States**"). However, Estonia has since stated that it will not participate. The Commission's Proposal has very broad scope and could, if introduced, apply to certain dealings in Notes (including secondary market transactions) in certain circumstances.

Under the Commission's Proposal the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in Notes where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State. However, the FTT proposal remains subject to negotiation between participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional Member States may decide to participate.

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

CERTAIN ERISA CONSIDERATIONS

The Notes (or any interest therein) may not be acquired by, or on behalf of, a "Benefit Plan Investor" (as defined below) or a governmental, church or non-U.S. plan which is subject to any federal, state, local or non-U.S. laws or regulations that 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**") ("**Similar Law**"). A "**Benefit Plan Investor**" is defined as: (i) an "employee benefit plan" as defined in Section 3(3) of ERISA, which is subject to the fiduciary responsibility provisions of Title I of ERISA; (ii) a "plan" as defined in Section 4975(e)(1) of the Code, to which Section 4975 of the Code applies, or (iii) an entity whose underlying assets include "plan assets" by reason of any such employee benefit plan's or plan's investment in the entity under U.S. Department of Labor Regulations § 2510.3-101 (29 C.F.R. § 2510.3-101), as modified by Section 3(42) of ERISA. Each purchaser and transferee of the Notes (or any interest therein), shall be deemed to represent, warrant and agree that it is not, and is not acting on behalf of (and for so long as it holds the Notes 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 subject to Similar Law.

SUBSCRIPTION AND SALE

Banco Santander, S.A. (the "**Arranger**" and a "**Joint Lead Manager**") and NatWest Markets Plc (together with Banco Santander, S.A., the "**Joint Lead Managers**") in respect of the Notes and Atom Bank (as "**Initial Notes Purchaser**") have, pursuant to a subscription agreement dated on or around the date of this Prospectus between Atom Bank (as Seller and Initial Notes Purchaser), the Arranger, the Joint Lead Managers and the Issuer (the "**Subscription Agreement**"), agreed with the Issuer (subject to certain conditions) to subscribe and pay for:

(a) in the case of the Joint Lead Managers, £309,700,000 of the Class A Notes at a purchase price of 100% of the aggregate principal amount of the Class A Notes as at the Closing Date.

(b) in the case of the Initial Notes Purchaser, £29,304,000 of the Class B Notes at a purchase price of 100% of the aggregate principal amount of the Class B Notes as at the Closing Date;

The Issuer has agreed to indemnify Atom Bank, the Arranger and the Joint Lead Managers against certain Liabilities in connection with the issue of the Notes.

The Subscription Agreement is subject to a number of conditions and may be terminated by the Joint Lead Managers in certain circumstances prior to payment for the subscribed Notes to the Issuer.

Pursuant to the Subscription Agreement, Atom Bank as originator will undertake to the Arranger and the Joint Lead Managers that it will, among others, (i) retain on an ongoing basis, the Retained Exposures in accordance with the applicable Retention Requirements, (ii) comply with the disclosure obligations imposed by Article 7(1)(e)(iii) of Chapter 2 of the PRA Securitisation Rules, SECN 6.2.1R(5)(c) and Article 7(1)(e)(iii) of the EU Securitisation Regulation (as if it were applicable to it and the Issuer) subject always to any requirement of law, provided that Atom Bank will not be in breach of such undertaking if it fails to so comply due to events, actions or circumstances beyond its control and (iii) not (and shall procure that none of its affiliates) sell, hedge, transfer or otherwise surrender all or part of the rights, benefits or obligations arising from the Retained Exposures except to the extent permitted under the PRA Retention Rules or the EU Securitisation Regulation (with respect to the EU Securitisation Regulation, as if it were applicable to it and as such articles are interpreted and applied on the Closing Date) (as applicable) and (iv) not to change the manner or form in which it retains the Retained Exposure, except to the extent permitted under the PRA Retention Rules or the EU Securitisation Regulation (with respect to the EU Securitisation Regulation, as if it were applicable to it and as such articles are interpreted and applied on the Closing Date) (as applicable).

As at the Closing Date, the Retention Requirements will be satisfied by Atom Bank retaining exposure equivalent to no less than 5 per cent. of the nominal value of the securitised exposures, as required by (i) Article 6(1) of the PRA Retention Rules and (ii) Article 6 of the EU Securitisation Regulation (in the case of the EU Securitisation Regulation, not taking into account any relevant national measures, as if it were applicable to it, but solely as such articles are interpreted and applied on the Closing Date) and until such time when the Atom Bank is able to certify to the Issuer and the Note Trustee that a competent EU authority has confirmed that the satisfaction of the UK Retention Requirements will also satisfy the EU Retention Requirements due to the application of an equivalence regime or similar analogous concept. Any change to the manner in which such Retained Exposures are held will be notified to the Noteholders and the relevant competent authority.

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 in or from any country or jurisdiction where such an offer or solicitation is not authorised or is unlawful.

United States

The Notes have not been and will not be registered under the Securities Act or the securities laws 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 within the United States or to, or for the account or benefit of, "U.S. persons" (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 applicable state or local securities laws. Accordingly, the Notes are being offered outside the United States in "offshore transactions" to persons other than "U.S. persons" (each as defined in Regulation S).

The Joint Lead Managers have agreed that, except as permitted by the Subscription Agreement, it will not offer or sell the Notes 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 the Closing Date (the "**Distribution Compliance Period**") within the United States or to, or for the account or benefit of U.S. Persons. The Joint Lead Managers have further agreed that it will send to each affiliate or person receiving a selling commission, fee or other remuneration that purchases Notes from it during the Distribution Compliance Period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. Persons. Terms used in this paragraph have the meanings given to them by Regulation S. In addition, until 40 days after the commencement of the offering of the Notes, an offer or sale of Notes within the United States by a dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

Prohibition of Sales to EEA Retail Investors

Each Joint Lead Manager has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Class A Notes 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 MiFID II; or

  (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 MiFID II; or

  (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended); 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 Class A Notes to be offered so as to enable an investor to decide to purchase or subscribe the Class A Notes.

Prohibition of Sales to UK Retail Investors

Each Joint Lead Manager has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Class A Notes to any retail investor in the United Kingdom. For the purposes of this provision:

(a) the expression "**retail investor**" means a person who is one (or more) of the following:

(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 by virtue of the EUWA; or

(ii) a customer within the meaning of the FSMA and any rules or regulations made under FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA.

(iii) not a qualified investor as defined in the UK Prospectus Regulation; and

(b) the expression "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Class A Notes to be offered so as to enable an investor to decide to purchase or subscribe the Class A Notes.

United Kingdom

Each Joint 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 the Class A Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and

(b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Class A Notes in, from or otherwise involving the United Kingdom.

Ireland

Each Joint Lead Manager has represented, warranted and agreed to the Issuer that:

(a) it will not underwrite the issue of, or place the Class A Notes otherwise than in conformity with the provisions of European Union (Markets in Financial Instruments) Regulations 2017 (as amended), including, without limitation, Regulation 5 (Requirement for authorisation (and certain provisions concerning MTFs and OTFs)) thereof and in connection with the MiFID Regulations, any applicable codes of conduct or rules and any conditions or requirements, or any other enactment, imposed or approved by the Central Bank of Ireland, Regulation (EU) No 600/2014, as amended, and any delegated or implementing acts adopted thereunder and the provisions of the Investor Compensation Act 1998 of Ireland, as amended;

(b) it will not underwrite the issue of, or place, the Class A Notes otherwise than in conformity with the provisions of the Companies Act 2014 of Ireland, as amended, the Central Bank Acts 1942 to 2018 of Ireland (as amended) and any codes of conduct or practice made under Section 117(1) of the Central Bank Act 1989 of Ireland, as amended, or any regulations issued pursuant to Part 8 of the Central Bank (Supervision and Enforcement) Act 2013 of Ireland, as amended;

(c) it will not underwrite the issue of, or place, or do anything in Ireland with respect to the Class A Notes otherwise than in conformity with the provisions of the European Union (Prospectus) Regulations 2019 and the Central Bank (Investment Market Conduct) Rules 2019; and

(d) it will not underwrite the issue of, place or otherwise do anything in Ireland with respect to the Class A Notes otherwise than in conformity with the provisions of Regulation (EU) 2017/1129 (as amended), the European Union (Prospectus) Regulations 2019 (S.I. No. 380/2019), and any

rules issued under Section 1363 of the Companies Act 2014 of Ireland, as amended, by the Central Bank of Ireland; and

(e) it will not underwrite the issue of, place or otherwise act in Ireland in respect of the Class A Notes, otherwise than in conformity with the provisions of the Market Abuse Regulation (EU/596/2014), as amended, the Market Abuse Directive on criminal sanctions for market abuse (Directive 2014/57/EU), the European Union (Market Abuse) Regulations 2016 of Ireland, as amended, (S.I. No 349 of 2016) and any Irish market abuse law as defined in those Regulations and the Companies Act 2014 of Ireland, as amended, and any rules made or guidance issued by the Central Bank of Ireland in connection with the foregoing, including any rules or guidelines issued by the Central Bank of Ireland under Section 1370 of the Companies Act 2014 of Ireland, as amended.

General

Other than admission of the Notes to the Official List of the LSE, and the admission of the Notes to trading on its Regulated Market, no action has been taken by the Issuer, the Arranger or the Joint Lead Managers that would, or is intended to, permit a public offer of the Class A Notes in any country or jurisdiction where any such action for that purpose is required. Accordingly, each of the Issuer, the Arranger and the Joint Lead Managers has undertaken that it will not, directly or indirectly, offer or sell any Class A Notes or have in its possession, distribute or publish any offering circular, prospectus, form of application, advertisement or other document or information in respect of the Class A Notes 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 the Class A Notes by it will be made on the same terms.

Each Joint Lead Manager has acknowledged that, save for having obtained 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 Official List of LSE and admission of the Notes to trading on its Regulated Market, no further action has been or will be taken in any jurisdiction by the Joint Lead managers that would, or is intended to, permit a public offering of the Class A Notes, or possession or distribution of the Prospectus or any other offering material in relation to the Class A Notes in any country or jurisdiction where such further action for that purpose is required.

TRANSFER RESTRICTIONS AND INVESTOR REPRESENTATIONS

Because of the following restrictions, purchasers are advised to consult legal counsel prior to making any offer, resale, pledge or transfer of the Notes.

Notes

Offers and Sales by the Purchasers

The Notes (including interests therein represented by a Global Note, a Definitive Note or a Book-Entry Interest) may only be offered, sold, resold, delivered or transferred (i) outside the United States to a non-U.S. Person in an offshore transaction in reliance on Rule 903 or 904 of Regulation S or (ii) following the expiration of the Distribution Compliance Period, pursuant to an applicable exemption from the registration requirements of the Securities Act and in accordance with any applicable securities law of any state of the United States.

Investor Representations and Restrictions on Resale

By its purchase of the Notes, as applicable, each purchaser of the Notes (each initial purchaser, together with each subsequent transferee are referred to herein as the "**Purchaser**", which term for the purposes of this section will be deemed to include any interests in the Notes, including Book-Entry Interests) will be deemed to have represented and agreed to the following (undefined terms used in this section that are defined in Regulation S are used herein as defined therein):

(a) it is located outside the United States and is not a U.S. person (as defined in Regulation S) or an affiliate of the Issuer or a person acting on behalf of such an affiliate and is acquiring such Notes or interest therein for its own account or on behalf of other non-U.S. persons in an offshore transaction (as defined in Regulation S) pursuant to an exemption from registration provided by Regulation S;

(b) the Notes, 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, 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 within the period beginning on the later of the commencement of the offering of the Notes and the closing of the offering of the Notes and ending 40 days thereafter, such purchaser is not a U.S. person (as defined in Regulation S) and is not acquiring the Notes for the account or benefit of such a U.S. person;

(c) unless the relevant legend set out below has been removed from the Notes, such purchaser shall notify each transferee of Notes or from it that (i) such Notes, have not been registered under the Securities Act, (ii) the holder of such Notes, is subject to the restrictions on the resale or other transfer thereof described in paragraphs (a) and (b) above, (iii) such transferee shall be deemed to have represented that such transferee is a non-U.S. person (as defined in Regulation S) and acquiring the Notes, in an offshore transaction (as defined in Regulation S) 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;

(d) on each day from the date on which the purchaser or transferee acquires such Notes through and including the date on which the purchaser or transferee disposes of such Notes, (i) it is not,

and is not acting on behalf of, and for so long as it holds such Note (or any interest therein) it will not be, and will not be acting on behalf of, a Benefit Plan Investor, and (ii) if it is a governmental, church or non-U.S. plan, it is not, and for so long as it holds such Notes or interests therein will not be, subject to any federal, state, local or non-U.S. law or regulation that could cause the underlying assets of the Issuer to be treated as assets of the investor in any Note (or interest therein) by virtue of its interest and thereby subject the Issuer (or other persons responsible for the investment and operation of the Issuer's assets) to any Similar Law;

(e) if the purchaser purchased the Notes (including beneficial interests therein) from the Issuer, it (i) is not a Risk Retention U.S. person (unless it has obtained written consent from the Seller), (ii) is acquiring such Note or beneficial interest therein for its own account and not with a view to distribute such Note or beneficial interest and (iii) is not acquiring such Note or a beneficial interest therein as part of a scheme to evade the requirements of the U.S. Risk Retention Rules; and

(f) it will promptly (i) inform the Issuer if, during any time it holds a Note, there shall be any change in the acknowledgments, representations and agreements contained above or if they shall become false for any reason and (ii) deliver to the Issuer such other representations and agreements as to such matters as the Issuer may, in the future, request in order to comply with applicable law and the availability of any exemption therefrom.

The Issuer, Note Trustee, Security Trustee, Principal Paying Agent, Arranger, the Joint Lead Managers, Registrar and each of their affiliates, and others, will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements. The Notes and related documentation may be amended or supplemented from time to time to modify the restrictions on and procedures for resales and other transfers of the Notes, to reflect any change in applicable law or regulation (or the interpretation thereof) or in practices relating to the resales or transfer of securities such as the Notes, generally, and that it will be deemed, by its acceptance of such Notes, to have agreed to any such amendment or supplement.

The Issuer may receive a list of participants holding positions in its securities from one or more book-entry depositaries, and that those participants may further disclose to the Issuer the names and positions of holders of its securities.

Each Purchaser understands that (i) the sale of the Notes, (including interests therein represented by a Global Note, a Definitive Note or a Book-Entry Interest) to it is being made in reliance on Regulation S, and (ii) the Notes, (including interests therein represented by a Global Note, a Definitive Note or a Book-Entry Interest) may not be reoffered, resold, pledged or otherwise transferred except in accordance with the legend set forth below:

[LEGEND TO BE INCLUDED IN RELATION TO THE NOTES ONLY] THIS NOTE HAS NOT BEEN REGISTERED AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND THE ISSUER (AS DEFINED IN THE TRUST DEED) HAS NOT BEEN REGISTERED AND DOES NOT INTEND TO REGISTER AS AN "INVESTMENT COMPANY" UNDER THE UNITED STATES INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**INVESTMENT COMPANY ACT**") AND, AS A MATTER OF U.S. LAW, PRIOR TO THE DATE THAT IS 40 DAYS AFTER THE LATER OF THE COMMENCEMENT OF THE OFFERING AND THE CLOSING OF THE OFFERING THE NOTES MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, 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 UNLESS AN EXEMPTION FROM THE

REGISTRATION REQUIREMENTS OF THE SECURITIES ACTIS AVAILABLE EXCEPT TO A NON-U.S. PERSON IN AN OFFSHORE TRANSACTION PURSUANT TO RULE 903 OR RULE 904 OF REGULATION S AND IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND IN PRINCIPAL AMOUNT OF NOT LESS THAN £100,000.

EACH PURCHASER AND HOLDER OF THIS NOTE (OR ANY INTEREST HEREIN) SHALL BE DEEMED TO HAVE REPRESENTED, WARRANTED AND AGREED BY SUCH PURCHASE AND/OR HOLDING THAT: IT IS NOT, AND IS NOT ACTING ON BEHALF OF (AND FOR SO LONG AS IT HOLDS THIS NOTE OR ANY INTEREST HEREIN WILL NOT BE, AND WILL NOT BE ACTING ON BEHALF OF), A BENEFIT PLAN INVESTOR OR A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN WHICH IS SUBJECT TO ANY FEDERAL, STATE, LOCAL OR NON-U.S. LAWS OR REGULATIONS THAT 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: (I) AN "EMPLOYEE BENEFIT PLAN" AS DEFINED IN SECTION 3(3) OF ERISA, WHICH IS SUBJECT TO THE FIDUCIARY RESPONSIBILITY PROVISIONS OF TITLE I OF ERISA; (II) A "PLAN" AS DEFINED IN SECTION 4975(e)(1) OF THE CODE, TO WHICH SECTION 4975 OF THE CODE APPLIES; OR (III) AN ENTITY WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" BY REASON OF ANY SUCH EMPLOYEE BENEFIT PLAN'S OR PLAN'S INVESTMENT IN THE ENTITY UNDER U.S. DEPARTMENT OF LABOR REGULATIONS § 2510.3-101 (29 C.F.R. § 2510.3-101), AS MODIFIED BY SECTION 3(42) OF ERISA.

THE PURCHASER IS HEREBY NOTIFIED THAT THE ISSUER MAY RECEIVE A LIST OF PARTICIPANTS HOLDING POSITIONS IN ITS SECURITIES FROM ONE OR MORE BOOK ENTRY DEPOSITARIES, AND THAT THOSE PARTICIPANTS MAY FURTHER DISCLOSE TO THE ISSUER THE NAMES AND POSITIONS OF HOLDERS OF ITS SECURITIES.

PRIOR TO THE EXPIRATION OF THE DISTRIBUTION COMPLIANCE PERIOD, AN INTEREST IN THIS NOTE MAY BE HELD ONLY THROUGH EUROCLEAR OR CLEARSTREAM, LUXEMBOURG.

Because of the foregoing restrictions, purchasers of Notes are advised to consult legal counsel prior to making any offer, resale, pledge or transfer of such securities offered and sold.

GENERAL INFORMATION

1. It is expected that the admission of the Notes to the Official List of the LSE and the admission of the Notes to trading on the LSE's Regulated Market will be granted shortly after the Closing Date.

2. The Issuer's LEI number is 213800S9QIXMUSYLIV07 and the securitisation transaction unique identification number is 213800YWQOYL4VQODV50N202501.

3. None of the Issuer or Holdings is or has been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer or Holdings respectively is aware) since 28 November 2024 (being the date of incorporation of each of the Issuer and Holdings) 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).

4. 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 March and the first statutory accounts of the Issuer will be drawn up to 31 March 2026. So long as the Notes are admitted to trading on the LSE's Regulated Market, the most recently published audited annual accounts of the Issuer from time to time shall be available at the specified office of the Issuer. The Issuer does not publish interim accounts.

5. For so long as the Notes are admitted to the Official List of the LSE and to trading on its Regulated Market, the Issuer shall maintain a Paying Agent in the United Kingdom.

6. Since the date of its incorporation, the Issuer has not entered into any contracts or arrangements not being in the ordinary course of business.

7. Since 28 November 2024 (being the date of incorporation of each of the Issuer and Holdings), there has been (a) no material adverse change in the financial position or prospects of the Issuer or Holdings and (b) no significant change in the financial performance or financial position of the Issuer or Holdings.

8. The issue of the Notes was authorised pursuant to a resolution of the board of directors of the Issuer passed on 27 January 2025.

9. The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg under the following ISINs and Common Codes:

Instrument	ISIN	Common Code
Class A Notes	XS2959455242	295945524
Class B Notes	XS2959457370	295945737

10. The Notes have the following CFIs and FISN codes:

Instrument	CFI	FISN

Class A Notes	DBVXFR	ELVET MORTGAGES/VAR BD 22000101
Class B Notes	DBVXFR	ELVET MORTGAGES/VAR BD 22000101

11. From the Closing Date and for so long as the Notes are listed on the Official List of the LSE and admitted to trading on its Regulated Market, physical copies (which may be redacted to ensure compliance with applicable data protection laws) of the following documents may be inspected 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 or may be inspected on UK Securitisation Repository (via https://www.secrep.co.uk/) and EU Securitisation Reporting Website (via https://www.euroabs.com/IH.aspx?d=25958), on any weekday (public holidays excepted):

    (a) the memorandum and articles of association of each of the Issuer and Holdings;

    (b) copies of the following documents:

        (i) the Agency Agreement;

        (ii) the Deed of Charge (together with any supplemental documents thereto, including for the avoidance of doubt, the Scottish Supplemental Charge);

        (iii) the Cash Management Agreement;

        (iv) the Incorporated Terms Memorandum;

        (v) the Mortgage Sale Agreement;

        (vi) the Corporate Services Agreement;

        (vii) the Citi Bank Account Agreement;

        (viii) the Santander Bank Account Agreement;

        (ix) the Collection Account Declaration of Trust Accession Undertaking;

        (x) the Scottish Declaration of Trust;

        (xi) the Servicing Agreement;

        (xii) the Share Trust Deed;

        (xiii) the Trust Deed;

        (xiv) the Subordinated Loan Agreement;

        (xv) the Swap Agreement; and

        (xvi) the Securities Custody Agreement.

12. A copy of the memorandum and articles of association of each of the Issuer and Holdings will be also available on the website of www.euroabs.com on or before the date of this Prospectus,

accessible at https://www.euroabs.com/IH.aspx?d=25958. Copies of the draft Transaction Documents will be available on the UK Securitisation Repository (via https://www.secrep.co.uk/) and EU Securitisation Reporting Website (via https://www.euroabs.com/IH.aspx?d=25958). Information on the website of EuroABS does not form part of the Prospectus unless that information is incorporated by reference into the Prospectus.

13. Atom Bank will make available the final UK STS Notification via the UK Securitisation Repository and on the FCA STS Register website on or around the Closing Date;

14. Atom Bank, in its capacity as the Designated Reporting Entity:

(a) from the Closing Date and with respect to the UK Disclosure Requirements,

(i) undertakes that it will:

(A) fulfil the requirements of Article 7 of Chapter 2 of the PRA Securitisation Rules and SECN 6 either itself or shall procure that such requirements are fulfilled on its behalf;

(B) procure that the Cash Manager:

(1) prepares (to the satisfaction of the Designated Reporting Entity) a UK Investor Report on each Reporting Date; and

(2) delivers such UK Investor Report to the Designated Reporting Entity to publish (or procure the publication of) such UK Investor Report via the UK Securitisation Repository on the relevant Reporting Date or shortly thereafter (and no later than one month after the relevant Interest Payment Date);

(C) procure that the Servicer, on a quarterly basis:

(1) prepares a UK Loan Level Report on each Reporting Date; and

(2) delivers such UK Loan Level Report to the Designated Reporting Entity to publish (or procure the publication of) such UK Loan Level Report on the UK Securitisation Repository on the relevant Reporting Date or shortly thereafter (and no later than one month after the relevant Interest Payment Date and in any event simultaneously with the UK Investor Report);

(D) without delay, prepare and publish or procure the publication of the UK Inside Information/Significant Event Report on the UK Securitisation Repository; and

(E) procure that the information referred to above as well as (to the extent permissible) the EU Inside Information/Significant Event Report is made available to the Noteholders, the FCA, the Bank of England, the PRA and/or the Pensions Regulator and, upon request, to potential investors in the Notes via the UK Securitisation Repository,

subject always to any requirement of law, and provided that: (i) the Designated Reporting Entity will not be in breach of such undertaking if the Designated Reporting Entity fails to so comply due to events, actions or circumstances beyond the Designated Reporting Entity's control; and (ii) the Designated Reporting Entity is only required to do so to the extent that the disclosure requirements under Article 7 of Chapter 2 of the PRA Securitisation Rules and SECN 6 remain in effect;

(b) from the Closing Date and with respect to the EU Disclosure Requirements,

(i) contractually agrees to:

(A) procure that the Cash Manager:

(1) prepares (to the satisfaction of the Designated Reporting Entity) an EU Investor Report on each relevant Reporting Date; and

(2) delivers such EU Investor Report to the Designated Reporting Entity to publish (or procure the publication of) such EU Investor Report in a manner consistent with the requirements of Article 7(2) of the EU Securitisation Regulation via the EU Securitisation Reporting Website on the relevant Reporting Date or shortly thereafter (and no later than one month after the relevant Interest Payment Date); and

(B) procure that the Servicer:

(1) prepares an EU Loan Level Report on each Reporting Date; and

(2) delivers such EU Loan Level Report to the Designated Reporting Entity to publish (or procure the publication of) such EU Loan Level Report on via the EU Securitisation Reporting Website on the relevant Reporting Date or shortly thereafter (and no later than one month after the relevant Interest Payment Date and in any event simultaneously with the EU Investor Report);

(C) without delay, prepare and publish or procure the publication of any EU Inside Information/Significant Event Report via the EU Securitisation Reporting Website; and

(D) procure that the information referred to above as well as the UK Inside Information/Significant Event Report is made available to the Noteholders, the EU competent authorities and, upon request, to potential investors in the Notes via the EU Securitisation Reporting Website,

in each case:

(1) in the form or template prescribed under the EU Securitisation Regulation and (if applicable) the EU Article 7 Technical Standards as at the Closing Date only or as otherwise adopted

by the Servicer (in its sole discretion) and the Cash Manager (after consulting with the Designated Reporting Entity) from time to time;

(2) until such time when the Designated Reporting Entity is able to certify to the Issuer and the Note Trustee that a competent EU authority has confirmed that the satisfaction of the requirements detailed in paragraphs (a)(i)(B) to (a)(i)(D) above relating to the UK Transparency Rules will also satisfy the requirements of Article 7 of the EU Securitisation Regulation due to the application of an equivalence regime or similar analogous concept;

(3) subject always to any requirement of law; and

(4) provided that:

(x) neither the Issuer nor the Seller, the Servicer, the Cash Manager, the Designated Reporting Entity will be in breach of such obligation if it fails to so comply due to events, actions or circumstances beyond its control; and

(y) each of the Issuer, the Seller, the Servicer, the Cash Manager, the Designated Reporting Entity is only required to comply with such obligation to the extent that the disclosure requirements under Article 7 of the EU Securitisation Regulation and (if applicable) EU Article 7 Technical Standards remain in effect.

15. To the extent that, following the Closing Date, there is any change, amendment or update to the EU Disclosure Requirements and/or there is any divergence between the UK Disclosure Requirements and the EU Disclosure Requirements, Atom Bank may at its sole discretion elect not to comply with such new EU Disclosure Requirements. In the event Atom Bank chooses not to comply with any EU Disclosure Requirements in effect following any such amendments, updates, divergences or changes, Atom Bank shall, without delay, prepare and procure the publication of a UK Inside Information/Significant Event Report via the UK Securitisation Repository and an EU Inside Information/Significant Event Report via the EU Securitisation Reporting Website notifying that Atom Bank and the Issuer shall no longer comply with the EU Disclosure Requirements.

16. The Seller (as originator) will procure that the Cash Manager prepares and publishes (on behalf of the Seller) a monthly report Bank of England Investor Report on the Cash Manager's website at https://www.sf.citidirect.com, and (ii) uploaded by the Servicer to the website of EuroABS at https://www.euroabs.com no later than the date falling 30 days after the end of the calendar month to which the relevant Bank of England Investor Report relates.

17. The Servicer will prepare a monthly Bank of England Loan Level Data Report and publish (or procure the publication of) the relevant Bank of England Loan Level Data Report to the website of EuroABS at https://www.euroabs.com no later than the date falling 30 days after the end of the calendar month to which the relevant Bank of England Loan Level Data Report relates.

18. The Issuer confirms that the Loans backing the issue of the Notes have characteristics that demonstrate capacity to produce funds to service any payments due and payable on the Notes.

Investors are advised that this confirmation is based on the information available to the Issuer at the date of this Prospectus and may be affected by the future performance of such assets backing the issue of the Notes. Investors are advised to review carefully any disclosure in the Prospectus together with any amendments or supplements thereto.

19. Any website referred to in this document does not form part of the Prospectus.

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