

STANLINGTON NO. 1 PLC

(Incorporated under the laws of England and Wales with limited liability, registered number 10561248)

Class of Notes	Initial Principal Amount	Issue Price	Reference Rate*	Margin	Step-Up Margin (payable from Optional Redemption Date)	Ratings (Moody's/ S&P)	Final Maturity Date
Class A Notes	£162,700,000	100%	Three Month LIBOR**	1.00% per annum	2.10% per annum	Aaa(sf) / AAA(sf)	The Interest Payment Date falling in June 2046
Class B Notes	£20,500,000	100%	Three Month LIBOR capped at 8% ²	1.85% per annum	2.75% per annum	Aa1(sf) / AA(sf)	The Interest Payment Date falling in June 2046
Class C Notes	£11,300,000	100%	Three Month LIBOR capped at 8% ²	2.35% per annum	3.30% per annum	A2(sf) / A+(sf)	The Interest Payment Date falling in June 2046
Class D Notes	£6,900,000	100%	Three Month LIBOR capped at 8% ²	2.85% per annum	4.50% per annum	Baa2(sf) / A(sf)	The Interest Payment Date falling in June 2046
Class E Notes	£5,700,000	100%	Three Month LIBOR capped at 8% ²	3.85% per annum	5.25% per annum	Ba2(sf) / BBB+(sf)	The Interest Payment Date falling in June 2046
Class X Notes	£2,300,000	100%	4.75% per annum	N/A	N/A	Not Rated	The Interest Payment Date falling in June 2046
Class Z Notes	£20,500,000	100%	N/A	N/A	N/A	Not Rated	The Interest Payment Date falling in June 2046

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JOINT LEAD MANAGERS

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* Except in respect of the first Interest Period, where the reference rate will be the linear interpolation of LIBOR for three and six month deposits in Sterling.

** "Three Month LIBOR" means LIBOR for three month sterling deposits.

The date of this Prospectus is 7 March 2017

Issue Date	The Issuer will issue the Notes (in the classes set out above) and the Residual Certificates on or about 9 March 2017 (the " Closing Date ").
Standalone/Programme Issuance	Standalone issuance.
Listing	<p>This Prospectus comprises a prospectus for the purposes of Directive 2003/71/EC (as amended) (the "Prospectus Directive"). This Prospectus has been approved by the Central Bank of Ireland (the "Central Bank") as the competent authority under the Prospectus Directive. The Central Bank only approves this Prospectus as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive. Such approval relates to the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes (together, the "Rated Notes"), the Class X Notes and the Class Z Notes (together with the Rated Notes the "Notes") which are to be admitted to trading on a regulated market for the purposes of Directive 2004/39/EC (the "Markets in Financial Instruments Directive") and/or which are to be offered to the public in any Member State of the European Economic Area. Application has been made to the Irish Stock Exchange plc (the "Irish Stock Exchange") for the Notes to be admitted to the official list (the "Official List") and trading on its regulated market (the "Main Securities Market"). The Irish Stock Exchange's Main Securities Market is a regulated market for the purposes of the Markets in Financial Instruments Directive.</p>
Underlying Assets	<p>The Issuer will make payments on the Notes from, <i>inter alia</i>, payments of principal and revenue received from a portfolio comprising mortgage loans sold by Paratus AMC Limited (the "Seller") which were originated by GMAC-RFC Limited (currently known as Paratus AMC Limited) ("GMAC-RFC"), Amber Homeloans Limited ("Amber"), First Alliance Mortgage Company Limited ("First Alliance") and Victoria Mortgage Funding Limited ("Victoria") (together, the "Originators") and secured over residential properties located in England, Wales and Scotland (the "Mortgage Portfolio") which will be purchased by the Issuer from the Seller on the Closing Date.</p> <p>See the sections entitled "<i>Transaction Overview – Mortgage Portfolio and Servicing</i>", "<i>The Mortgage Portfolio and the Mortgage Loans</i>" and "<i>Characteristics of the Provisional Mortgage Portfolio</i>" for further details.</p>
Credit Enhancement	<p>Credit enhancement of the Notes is provided in the following manner:</p> <ul style="list-style-type: none"> • in relation to each Class of Rated Notes, the overcollateralisation funded by Notes ranking junior to such Class of Notes (other than the Class X Notes) in the relevant Priority of Payments; • in relation to each Class of Rated Notes, the amount by which Available Revenue Receipts exceed the amounts required to pay interest on the relevant Class of Notes and all other amounts ranking in priority thereto in accordance with the Pre-Enforcement Revenue Priority of Payments; • in relation to the Class X Notes, (i) the cumulative excess (if any) accumulating from the Closing Date until the Final Discharge Date of Available Revenue Receipts after providing for items (a) to (w) of the Pre-Enforcement Revenue Priority of Payments over the original principal amount of the Class X Notes, and (ii) following the Final Redemption Date, the overcollateralisation funded by the application of the Reserve Fund as Available

Redemption Receipts;

- in relation to the Class Z Notes, Accumulated Overcollateralisation arising in prior periods (if any), and amounts of Available Revenue Receipts available to provide for PDL Cure Amounts in relation to the Junior Principal Deficiency Sub-Ledger and any excess thereof;
- the Reserve Fund, which will provide credit enhancement to:
 - (a) at all times, the Class A Notes;
 - (b) after the Class A Notes have been redeemed in full (the "**Class A Note Redemption Date**") to the Class B Notes;
 - (c) following the Class A Note Redemption Date but on or prior to the Senior Note Redemption Date the amount by which the balance to the Reserve Fund exceeds the Reserve Fund Required Liquidity Amount (if any) to all Classes of Notes;
 - (d) following the date on which the Class A Notes and the Class B Notes have been redeemed in full (the "**Senior Note Redemption Date**") all amounts standing to the Reserve Fund to all Classes of Notes; and
 - (e) following delivery of an Enforcement Notice to all Classes of Notes.

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

Liquidity Support

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

- in relation to each Class of Rated Notes, the subordination in payment of those Classes of Notes (if any) ranking junior in the Pre-Enforcement Revenue Priority of Payments and the Residual Certificates;
- in relation to each Class of Rated 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;
- in relation to each Class of Rated Notes, Available Redemption Receipts applied as Principal Addition Amounts to provide for any Revenue Deficits (i) in the case of the Class A Notes, at any time (ii) in the case of the Class B Notes, conditionally on or prior to the Class A Note Redemption Date and thereafter unconditionally at any time and (iii) in the case of the other Classes of Rated Notes, where such Class of Notes is the Most Senior Class of Notes;
- the Reserve Fund, which will provide liquidity support:
 - (a) to the Class A Notes at all times;
 - (b) prior to the Class A Note Redemption Date conditionally

to the Class B Notes;

- (c) following the Class A Note Redemption Date but on or prior to the Senior Note Redemption Date, to the Class B Notes at all times;
- (d) following the Class A Note Redemption Date to all other Classes of Notes (other than the Class Z Notes) in the amount by which the balance standing to the Reserve Fund exceeds the Reserve Fund Required Liquidity Amount (if any); and
- (e) following the Senior Note Redemption Date to all Classes of Notes (other than the Class Z Notes).

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

Redemption Provisions

Information on any mandatory redemption of the Notes is summarised on page 64 ("*Transaction Overview - Overview of the Characteristics of the Notes and the Residual Certificates*") and set out in full in Condition 8 (*Redemption*) of the terms and conditions of the Notes (the "**Conditions**").

Credit Rating Agencies

Moody's Investors Service Limited ("**Moody's**") and S&P Global Ratings, a brand of Standard & Poor's Credit Market Services Europe Limited ("**S&P**") (each a "**Rating Agency**" and together, the "**Rating Agencies**"). As of the date of this prospectus (the "**Prospectus**"), each of the Rating Agencies is a credit rating agency established in the European Union (the "**EU**") and is registered under Regulation (EU) No 1060/2009 (as amended) (the "**CRA Regulation**"). As such, each of the Rating Agencies is included in the list of credit rating agencies published by the European Securities and Markets Authority (ESMA) on its website in accordance with the CRA Regulation.

Credit Ratings

The ratings assigned to the Rated Notes by Moody's address, *inter alia*:

- the likelihood of full and timely payments to the holders of the Rated Notes of interest on each Interest Payment Date; and
- the likelihood of ultimate payment to the holders of the Rated Notes of principal in relation to the Rated Notes on or prior to the Final Maturity Date.

The ratings assigned to the Rated Notes by S&P address, *inter alia*:

- the likelihood of full and timely payments to the holders of the Class A Notes and the Class B Notes of interest on each Interest Payment Date;
- the likelihood of full and ultimate payment to the holders of the Class C Notes, the Class D Notes and the Class E Notes of interest on or before the Final Maturity Date; and
- the likelihood of ultimate payment to the holders of the Rated Notes of principal in relation to the Rated Notes on or prior to the Final Maturity Date.

Ratings are expected to be assigned to the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes on or

before the Closing Date.

The Class Z Notes and the Class X Notes will not be rated.

The assignment of a rating to the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes by any Rating Agency is not a recommendation to invest in the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes or the Class E Notes respectively or to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning Rating Agency.

Obligations

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

Risk Retention Undertaking

On the Closing Date, Paratus AMC Limited, (the "**Retention Holder**") will, as an originator for the purposes of the CRR, the AIFM Regulation and the Solvency II Regulation (each as defined below), retain a material net economic interest of not less than 5 per cent. in the securitisation (representing downside risk and economic outlay) in accordance with the text of each of Article 405 of Regulation (EU) No 575/2013 (the "**Capital Requirements Regulation**" or "**CRR**"), Article 51 of Regulation (EU) No 231/2013, referred to as the Alternative Investment Fund Manager Regulation (the "**AIFM Regulation**") and Article 254 of Regulation (EU) 2015/35 (the "**Solvency II Regulation**") (which, in each case, does not take into account any relevant national measures) (the "**Retention**"). As at the Closing Date, the Retention will be satisfied by the Retention Holder subscribing for and thereafter holding an interest in the first loss tranche, represented in this case by the retention by the Seller of the Class Z Notes, as required by the text of each of Article 405 of the CRR, Article 51 of the AIFM Regulation and Article 254 of the Solvency II Regulation. The aggregate Principal Amount Outstanding of the Class Z Notes as at the Closing Date is equal to at least 5 per cent. of the nominal value of the securitised exposures. The Retention Holder will undertake to retain the material net economic interest and will give further undertakings with respect to the Retention (as to which, see the section entitled "*EU Risk Retention Requirements*"). Any change in the manner in which the interest is held will be notified to the Noteholders.

See the section entitled "*EU Risk Retention Requirements*" for further details.

The transaction is not intended to involve the retention by a sponsor 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 it is intended to rely on an exemption provided for in Rule 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions. Except with the prior written consent of Paratus AMC Limited and where such sale falls within the exemption provided by Rule 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 Risk Retention U.S. Person.

See the section entitled "*U.S. risk retention requirements*" for further details.

Residual Certificates

In addition to the Notes, the Issuer will issue the Residual Certificates to the Seller on the Closing Date. The Residual Certificates represent the right to receive further consideration for the purchase of the Mortgage Portfolio (consisting of the Residual Payments in respect of the Mortgage

Portfolio) and confer upon the majority holder of the Residual Certificates the right (but not the obligation) to purchase the Mortgage Portfolio from the Issuer following the Interest Payment Date immediately preceding the Optional Redemption Date as set out further herein and pursuant to the terms of the Deed Poll.

See the section entitled "*Terms and Conditions of the Residual Certificates*" for further details.

Significant Investor

The Seller will on the Closing Date purchase 100 per cent. of the Class Z Notes.

Volcker Rule

The Issuer is of the view that it is not now, and immediately after giving effect to the offering and sale of the Notes and the application of the proceeds thereof on the Closing Date will not be, a "covered fund" for the purposes of regulations adopted under Section 13 of the Bank Holding Company Act of 1956, as amended (commonly known as the "**Volcker Rule**"). In reaching this conclusion, although other statutory or regulatory exemptions under the Investment Company Act of 1940, as amended (the "**Investment Company Act**") and under the Volcker Rule and its related regulations may be available, the issuing entity has relied on the determinations that it may rely on an exemption from registration under the Investment Company Act under Section 3(c)(5) of the Investment Company Act and, accordingly, may rely on the exemption from the definition of a "covered fund" under the Volcker Rule made available to certain issuers that do not rely solely on Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act for their exemption from registration under the Investment Company Act. However, the general effects of the Volcker Rule remain uncertain. Any prospective investor in the Notes or Residual Certificates, including a U.S. or foreign bank or a subsidiary or other affiliate thereof, should consult its own legal advisers regarding such matters and other effects of the Volcker Rule.

ERISA Considerations

The Notes may not be purchased or held by any "employee benefit plan" as defined in Section 3(3) of the U.S. Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), which is subject thereto, or any "plan" as defined in Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**") to which Section 4975 of the Code applies, or by any person any of the assets of which are, or are deemed for purposes of ERISA or Section 4975 of the Code to be, assets of such an "employee benefit plan" or "plan", or by any governmental, church or non-U.S. plan which is subject to any state, local, other federal law of the United States or non-U.S. law that is substantially similar to the provisions of Section 406 of ERISA or Section 4975 of the Code ("**Similar Law**"), and each purchaser of the Notes will be deemed to have represented, warranted and agreed that it is not, and for so long as it holds the Notes will not be, such an "employee benefit plan", "plan", person or governmental, church or non-U.S. plan subject to Similar Law.

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.

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, THE SELLER, THE RETENTION HOLDER, THE LEGAL TITLE HOLDER, THE ORIGINATORS, THE ARRANGERS, THE JOINT LEAD MANAGERS, THE SERVICER, THE BACK-UP SERVICER FACILITATOR, THE CASH MANAGER, THE PRINCIPAL PAYING AGENT, THE ISSUER ACCOUNT BANK, THE GLOBAL COLLECTION ACCOUNT BANK, THE PARATUS ACCOUNT BANK, HOLDINGS, THE CORPORATE SERVICES PROVIDER, THE AGENT BANK, THE REGISTRAR, THE NOTE TRUSTEE, THE SECURITY TRUSTEE (EACH AS DEFINED HEREIN), ANY COMPANY IN THE SAME GROUP OF COMPANIES AS ANY SUCH ENTITIES (INCLUDING THEIR RESPECTIVE AFFILIATES) 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 Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class X Notes and the Class Z Notes will each be represented on issue by a global note certificate in registered form (a "**Global Note**"). The Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class X Notes and the Class Z Notes may be issued in definitive registered form under certain circumstances.

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

THE DISTRIBUTION OF THIS PROSPECTUS AND THE OFFERING OF THE NOTES IN CERTAIN JURISDICTIONS MAY BE RESTRICTED BY LAW. NO REPRESENTATION IS MADE BY THE ISSUER OR BY ANY RELEVANT PARTY THAT THIS PROSPECTUS MAY BE LAWFULLY DISTRIBUTED, OR THAT THE NOTES 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 PROSPECTUS DIRECTIVE BY THE CENTRAL BANK OF IRELAND, 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 ADVERTISEMENT OR OTHER OFFERING MATERIAL MAY BE DISTRIBUTED OR PUBLISHED, IN ANY JURISDICTION, EXCEPT UNDER CIRCUMSTANCES THAT WILL RESULT IN COMPLIANCE WITH ANY APPLICABLE LAWS AND REGULATIONS. PERSONS INTO WHOSE POSSESSION THIS PROSPECTUS COMES ARE REQUIRED BY THE ISSUER, THE ARRANGERS AND THE JOINT LEAD MANAGERS TO INFORM THEMSELVES ABOUT AND TO OBSERVE ANY SUCH RESTRICTIONS.

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR ANY STATE SECURITIES LAWS. THE NOTES 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 ("**REGULATION S**") UNDER THE SECURITIES ACT EXCEPT PURSUANT TO AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS. FOR A DESCRIPTION OF CERTAIN RESTRICTIONS ON REALES OR TRANSFERS, SEE "*TRANSFER RESTRICTIONS AND INVESTOR REPRESENTATIONS*".

EXCEPT WITH THE PRIOR WRITTEN CONSENT OF PARATUS AMC LIMITED AND WHERE SUCH SALE FALLS WITHIN THE EXEMPTION PROVIDED BY RULE 20 OF THE FINAL RULES

PROMULGATED UNDER SECTION 15G OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED (THE "**U.S. RISK RETENTION RULES**"), THE NOTES OFFERED AND SOLD BY THE ISSUER MAY NOT BE PURCHASED BY, OR FOR THE ACCOUNT OR BENEFIT OF, ANY "U.S. PERSON" AS DEFINED IN THE U.S. RISK RETENTION RULES ("**RISK RETENTION U.S. PERSONS**"). PROSPECTIVE INVESTORS SHOULD NOTE THAT THE DEFINITION OF "U.S. PERSON" IN THE U.S. RISK RETENTION RULES IS SUBSTANTIALLY SIMILAR TO, BUT NOT IDENTICAL TO, THE DEFINITION OF "U.S. PERSON" IN REGULATION S. EACH PURCHASER OF NOTES, INCLUDING BENEFICIAL INTERESTS THEREIN, WILL BE DEEMED TO HAVE MADE CERTAIN REPRESENTATIONS AND AGREEMENTS, INCLUDING THAT IT (1) IS NOT A RISK RETENTION U.S. PERSON (UNLESS IT HAS OBTAINED THE PRIOR WRITTEN CONSENT OF PARATUS AMC LIMITED), (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.

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 (I) YOU HAVE UNDERSTOOD AND AGREE TO THE TERMS SET OUT HEREIN, (II) YOU CONSENT TO DELIVERY OF THE PROSPECTUS BY ELECTRONIC TRANSMISSION, AND (III) YOU ARE NOT, AND ARE NOT ACTING FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON (AS DEFINED IN 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 OR THE DISTRICT OF COLUMBIA.

THE JOINT LEAD MANAGERS, THE SELLER, THE RETENTION HOLDER AND EACH 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 DESCRIBED IN THIS PROSPECTUS AND (IN RESPECT OF THE JOINT LEAD MANAGERS, THE SELLER AND THE RETENTION HOLDER) AS SET OUT IN THE SUBSCRIPTION AGREEMENT 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 (HAVING TAKEN ALL REASONABLE CARE TO ENSURE THAT SUCH IS THE CASE), THE INFORMATION CONTAINED IN THIS PROSPECTUS IS IN ACCORDANCE WITH THE FACTS AND 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.

EXCEPT AS SPECIFICALLY EXCLUDED THEREIN, THE SELLER ACCEPTS RESPONSIBILITY FOR THE INFORMATION SET OUT IN THE SECTIONS HEADED "*THE MORTGAGE PORTFOLIO AND THE MORTGAGE LOANS*" AND "*CHARACTERISTICS OF THE PROVISIONAL MORTGAGE PORTFOLIO*". TO THE BEST OF THE KNOWLEDGE AND BELIEF OF THE SELLER (HAVING TAKEN ALL REASONABLE CARE TO ENSURE THAT SUCH IS THE CASE), THE INFORMATION CONTAINED IN THE SECTIONS REFERRED TO IN THIS PARAGRAPH IS IN ACCORDANCE WITH THE FACTS AND DOES NOT OMIT ANYTHING LIKELY TO AFFECT THE IMPORT OF SUCH INFORMATION. NO REPRESENTATION, WARRANTY OR

UNDERTAKING, EXPRESS OR IMPLIED, IS MADE AND NO RESPONSIBILITY OR LIABILITY IS ACCEPTED BY 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.

THE SELLER, THE RETENTION HOLDER, THE LEGAL TITLE HOLDER AND THE SERVICER ACCEPT RESPONSIBILITY FOR THE INFORMATION SET OUT IN THE SECTION HEADED "*THE SELLER, RETENTION HOLDER, LEGAL TITLE HOLDER AND SERVICER*". TO THE BEST OF THE KNOWLEDGE AND BELIEF OF THE SELLER, THE RETENTION HOLDER, THE LEGAL TITLE HOLDER AND THE SERVICER (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 THE SELLER, THE RETENTION HOLDER, THE LEGAL TITLE HOLDER AND THE SERVICER 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.

THE GLOBAL COLLECTION ACCOUNT BANK AND PARATUS ACCOUNT BANK ACCEPTS RESPONSIBILITY FOR THE INFORMATION SET OUT IN THE SECTION HEADED "*THE GLOBAL COLLECTION ACCOUNT BANK AND PARATUS ACCOUNT BANK*". TO THE BEST OF THE KNOWLEDGE AND BELIEF OF THE GLOBAL COLLECTION ACCOUNT BANK AND PARATUS ACCOUNT BANK (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 THE GLOBAL COLLECTION ACCOUNT BANK OR PARATUS ACCOUNT BANK AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED IN THIS PROSPECTUS (OTHER THAN IN THE SECTIONS REFERRED TO ABOVE) OR ANY OTHER INFORMATION SUPPLIED IN CONNECTION WITH THE NOTES OR THEIR DISTRIBUTION.

THE NOTE TRUSTEE, SECURITY TRUSTEE, CASH MANAGER AND ISSUER ACCOUNT BANK ACCEPTS RESPONSIBILITY FOR THE INFORMATION SET OUT IN THE SECTION HEADED "*NOTE TRUSTEE, SECURITY TRUSTEE, CASH MANAGER AND ISSUER ACCOUNT BANK*". TO THE BEST OF THE KNOWLEDGE AND BELIEF OF THE NOTE TRUSTEE, SECURITY TRUSTEE, CASH MANAGER AND ISSUER ACCOUNT BANK (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 THE NOTE TRUSTEE, SECURITY TRUSTEE, CASH MANAGER OR ISSUER ACCOUNT BANK AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED IN THIS PROSPECTUS (OTHER THAN IN THE SECTIONS REFERRED TO ABOVE) OR ANY OTHER INFORMATION SUPPLIED IN CONNECTION WITH THE NOTES OR THEIR DISTRIBUTION.

THE CORPORATE SERVICES PROVIDER ACCEPTS RESPONSIBILITY FOR THE INFORMATION SET OUT IN THE SECTION HEADED "*THE CORPORATE SERVICES PROVIDER*". TO THE BEST OF THE KNOWLEDGE AND BELIEF OF THE CORPORATE SERVICES PROVIDER (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 THE CORPORATE SERVICES PROVIDER AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED IN THIS

PROSPECTUS (OTHER THAN IN THE SECTION REFERRED TO ABOVE) OR ANY OTHER INFORMATION SUPPLIED IN CONNECTION WITH THE NOTES OR THEIR DISTRIBUTION.

NO REPRESENTATION, WARRANTY OR UNDERTAKING, EXPRESS OR IMPLIED, IS MADE AND NO RESPONSIBILITY OR LIABILITY IS ACCEPTED BY THE ORIGINATORS AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED IN THIS PROSPECTUS OR ANY OTHER INFORMATION SUPPLIED IN CONNECTION WITH THE NOTES AND/OR THE RESIDUAL CERTIFICATES OR THEIR DISTRIBUTION. THE ORIGINATORS (INCLUDING PARATUS AMC LIMITED, SOLELY IN ITS CAPACITY AS AN ORIGINATOR OF THE MORTGAGE LOANS) ARE NOT TRANSACTION PARTIES AND HAVE NO OBLIGATIONS IN RESPECT OF THE ISSUER, THE NOTES AND/OR THE RESIDUAL CERTIFICATES.

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THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFER OF, OR AN INVITATION BY OR ON BEHALF OF, THE ISSUER, THE RETENTION HOLDER, THE LEGAL TITLE HOLDER, THE SERVICER, THE SELLER, THE ORIGINATORS, THE NOTE TRUSTEE, THE SECURITY TRUSTEE, THE JOINT LEAD MANAGERS, THE ARRANGERS, 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 OTHER AMOUNTS THEREFOR.

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 ESTABLISHING THE EUROPEAN COMMUNITIES AS AMENDED FROM TIME TO TIME.

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

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

Forward-Looking Statements and Statistical Information

Certain matters contained herein are forward-looking statements. Such statements appear in a number of places in this Prospectus, including with respect to assumptions on prepayment and certain other characteristics of the Mortgage Loans, and reflect significant assumptions and subjective judgements by the Issuer that may not prove to be correct. Such statements may be identified by reference to a future period or periods and the use of forward-looking terminology such as "**may**", "**will**", "**could**", "**believes**", "**expects**", "**anticipates**", "**continues**", "**intends**", "**plans**" or similar terms. Consequently, future results may differ from the Issuer's expectations due to a variety of factors, including (but not limited to) the economic environment and regulatory changes in the residential mortgage industry in the United Kingdom. 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. This Prospectus also contains certain tables and other statistical analyses (the "**Statistical Information**") which have been prepared in reliance on information provided by the Issuer. Numerous assumptions have been used in preparing the Statistical Information, which may or may not be reflected in the material. As such, no assurance can be given as to the Statistical Information's accuracy, appropriateness or completeness in any particular context, or as to whether the Statistical Information and/or the assumptions upon which they are based reflect present market conditions or future market performance. The Statistical Information should not be construed as either projections or predictions or as legal, tax, financial or accounting advice. The average life of or the potential yields on any security cannot be predicted, because the actual rate of repayment on the underlying assets, as well as a number of other relevant factors, cannot be determined. No assurance can be given that the assumptions on which the possible average lives of or yields on the securities are made will prove to be realistic. None of the Relevant Parties has attempted to verify any forward-looking statements or Statistical Information, nor does it make any representations, express or implied, with respect thereto. Prospective purchasers should therefore not place undue reliance on any of these forward-looking statements or Statistical Information. None of the Issuer nor any of the Relevant Parties 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.

PRIIPs REGULATION

The Notes and Residual Certificates are not intended, from 1 January 2018, to be offered, sold or otherwise made available to and, with effect from such date, 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 Directive 2014/65/EU ("**MiFID II**"); (ii) a customer within the meaning of Directive 2002/92/EC ("**IMD**"), 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 Directive 2003/71/EC (as amended, the "**Prospectus Directive**"). Consequently no key information document required by Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**") (a "**KID**") for offering or selling the Notes or Residual Certificates or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or Residual Certificates or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation. Persons purchasing such Notes or Residual Certificates will be deemed to represent, warrant and undertake that they have not offered and sold, and that they will not offer or sell, any such Notes or Residual Certificates to retail investors in the EEA and that they have compiled and will comply with the PRIIPs Regulation in relation to such Notes or Residual Certificates. The Issuer expressly disclaims any responsibility for offers and sales of Notes and Residual Certificates to retail investors in circumstances where such Notes or Residual Certificates are sold to retail investors in the EEA and that no KID has been prepared.

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RISK FACTORS

The following is a summary of certain matters relating to the issue of the Notes about which prospective investors should be aware. It is not intended to be exhaustive as to all the matters about which prospective investors should be aware.

All of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.

In evaluating whether to purchase the Notes, prospective investors should not only consider the risk factors set out in this summary, but should also ensure that they carefully review this Prospectus in full and seek professional advice as each investor deems necessary.

Risks Related to the Notes

Liabilities under the Notes are obligations of Issuer only

The Notes represent obligations of the Issuer, and do not constitute obligations or responsibilities of, or guarantees by, any other person. 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.

Limited source of funds

The ability of the Issuer to meet its obligations to pay (a) amounts under the Notes and Residual Certificates and (b) its operating and administrative expenses will be dependent solely on the extent of monies received or recovered by or on behalf of the Issuer. Such monies consist solely of (i) monies received or recovered on the Mortgage Loans (whether by way of monthly payments, enforcement, disposal of the Mortgage Loans or otherwise), (ii) amounts of interest received from the Issuer Account Bank under the Issuer Account Bank Agreement and (iii) amounts constituting the Reserve Fund. Other than the foregoing, the Issuer will not have any other funds available to it to make payments under the Notes and Residual Certificates and/or any other payment obligation ranking in priority to, or *pari passu* with, the Notes under the applicable Priorities of Payments. If such funds are insufficient, any such insufficiency will be borne by the Noteholders and the other Secured Creditors, subject to the applicable Priorities of Payments. The recourse of the Noteholders to the Charged Assets following service of an Enforcement Notice is described below (see further: "*Risks Related to the Notes - Limited recourse*") (see "*Risks Related to the Mortgage Loans – Limitation of Sellers' Liability*" below).

Limited recourse

The Notes will be limited recourse obligations of the Issuer. If, and to the extent that, after the Charged Assets has been realised and the proceeds thereof have been applied in accordance with the applicable Priorities of Payments, the amounts recovered on realisation of the Charged Assets are insufficient to pay or discharge amounts due from the Issuer to the Noteholders in full for any reason, the amounts will cease to be due and payable by the Issuer.

No additional sources of funds after Optional Redemption Date

As of the Optional Redemption Date, the margin applicable to the Rated Notes will be increased. There will, however, be no additional receipts or other sources of funds available to the Issuer as of the Optional Redemption Date, nor is it expected that any of the sources of income available to the Issuer prior to the Optional Redemption Date will be increased.

Deferral of interest payments on the Notes

If, on any Interest Payment Date, the Issuer has insufficient funds to make payment in full of all amounts of interest (including any accrued interest thereon) payable in respect of the Notes (other than the Class A Notes or (should they be the Most Senior Class of Notes) the Class B Notes) after having paid or provided for items of higher priority in accordance with the relevant Priorities of Payments or by means of Reserve Fund Drawings, then such amounts of interest shall not be due and payable on that Interest Payment Date and the Issuer will be entitled under Condition 18 (*Subordination by Deferral*) to defer payment of that amount (to the extent of the insufficiency) in respect of the Notes (other than the Class A

Notes or (should they be the Most Senior Class of Notes) the Class B Notes) until the next Interest Payment Date. Such deferral shall not constitute an Event of Default or Potential Event of Default until the Final Maturity Date and such amounts would only become due and payable on the Final Maturity Date.

If, on any Interest Payment Date, the Issuer has insufficient funds to make payment in full of all amounts of interest otherwise payable in respect of the Class X Notes after having paid or provided for items of higher priority in accordance with the relevant Priorities of Payments, then such amounts of interest shall be cancelled and shall no longer be due and payable. For the avoidance of doubt, such cancellation shall not result in the occurrence of an Event of Default or Potential Event of Default and the Note Trustee or the Security Trustee (as applicable) will not be able to accelerate the Notes, directly enforce the Security or effect a sale or disposal of the Mortgage Portfolio as a result thereof.

For so long as the Class B Notes are not the Most Senior Class of Notes, in the event that amounts constituting Deferred Interest (including Additional Interest) are not paid in full on the Class B Notes on an Interest Payment Date, such failure will not constitute an Event of Default (or Potential Event of Default). Where the Class B Notes are the Most Senior Class of Notes, such failure will constitute an Event of Default (or Potential Event of Default). In the event that amounts constituting Deferred Interest (including Additional Interest) are not paid in full on the Class C Notes, the Class D Notes or the Class E Notes (at any time), such failure will not constitute an Event of Default (or Potential Event of Default) until the Final Maturity Date (subject to the grace periods thereunder) or such earlier date on which the Notes are redeemed in full in accordance with Condition 8.3 (*Mandatory Redemption of the Notes in full on or after the Optional Redemption Date*), Condition 8.4 (*Mandatory Redemption in full pursuant to a Risk Retention Regulatory Change Option*) or Condition 8.5 (*Mandatory Redemption for Taxation or Other Reasons*). As such, the Note Trustee and the Security Trustee will not be able to accelerate the Notes until after the Final Maturity Date (subject to the grace periods thereunder) or such earlier date on which the Notes are redeemed in accordance with the Conditions set out above, and prior to such date will not be able to take any action to enforce the Security or effect a sale or disposal of the Issuer's beneficial interest in the Mortgage Loans and Related Security in respect of a failure by the Issuer to pay such amounts until the Final Maturity Date (subject to the grace periods thereunder) or such earlier date.

For the avoidance of doubt, failure to pay interest or amounts due in respect of the Class A Notes or (should they be the Most Senior Class of Notes) the Class B Notes shall constitute an Event of Default under the Notes and the Residual Certificates which may result in the Note Trustee or the Security Trustee (as the case may be) enforcing the provisions of the Notes, the Residual Certificates or the Trust Deed, or the Deed of Charge (as applicable), or enforcing the Security.

Credit risk

The Issuer is subject to the risk of default in payment by the Borrowers and the risk of failure by the Servicer, on behalf of the Issuer, to realise or recover sufficient funds under the arrears and default procedures in respect of a relevant Mortgage Loan and Related Security in order to discharge all amounts due and owing by the relevant Borrower under such Mortgage Loan. This risk may affect the Issuer's ability to make payments on the Notes but 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 or sufficiency of such credit enhancement features, or that such credit enhancement features will protect the Noteholders from all risk of loss.

Liquidity risk

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 (where, for example, such funds relate to a preceding Collection Period but are received after the Servicer has calculated the Collections relating to such Collection Period). This risk may adversely affect the Issuer's ability to make payments on the Notes but is mitigated to some extent by the conditional provision of liquidity from alternative sources as described in the section entitled "*Credit Structure - Liquidity and Credit Support for the Notes provided by Available Revenue Receipts*". However, no assurance can be made as to the effectiveness or sufficiency of such liquidity support features, or that such liquidity support features will protect the Noteholders from all risk of loss.

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

Pursuant to the Priorities of Payments, certain junior classes of Notes are subordinated in right of payment of principal and interest to more senior classes of Notes.

The Class A Notes will rank *pro rata* and *pari passu* without preference or priority among themselves at all times as to payments of interest and principal, as provided in the Conditions and the Transaction Documents.

The Class B Notes will rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of interest and principal at all times, but subordinate to the Class A Notes, as provided in the Conditions and the Transaction Documents, **provided that** on and following the Optional Redemption Date and prior to the delivery of an Enforcement Notice, the Class B Notes may be redeemed prior to the redemption of the Class A Notes, pursuant to the provisions of the Pre-Enforcement Revenue Priority of Payments.

The Class C Notes will rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of interest and principal at all times, but subordinate to the Class A Notes and the Class B Notes, as provided in the Conditions and the Transaction Documents, **provided that** on and following the Optional Redemption Date and prior to the delivery of an Enforcement Notice, the Class C Notes may be redeemed prior to the redemption of the Class A Notes and the Class B Notes, pursuant to the provisions of the Pre-Enforcement Revenue Priority of Payments.

The Class D Notes will rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of interest and principal at all times, but subordinate to the Class A Notes, the Class B Notes and the Class C Notes, as provided in the Conditions and the Transaction Documents, **provided that** on and following the Optional Redemption Date and prior to the delivery of an Enforcement Notice, the Class D Notes may be redeemed prior to the redemption of the Class A Notes, the Class B Notes and the Class C Notes, pursuant to the provisions of the Pre-Enforcement Revenue Priority of Payments.

The Class E Notes will rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of interest and principal at all times, but subordinate to the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes, as provided in the Conditions and the Transaction Documents, **provided that** on and following the Optional Redemption Date and prior to the delivery of an Enforcement Notice, the Class E Notes may be redeemed prior to the redemption of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes, pursuant to the provisions of the Pre-Enforcement Revenue Priority of Payments.

The Class X Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of interest at all times, but subordinate to all payments due in respect of the Rated Notes, as provided in the Conditions and the Transaction Documents. Prior to the service of an Enforcement Notice the Class X Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of principal at all times, but subordinate to all payments due in respect of items ranking senior thereto in the Pre-Enforcement Revenue Priority of Payments. Following the service of an Enforcement Notice, the Class X Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of both interest and principal at all times, but subordinate to all payments due in respect of the Rated Notes.

The Class Z Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of principal at all times, but subordinate to all payments due in respect of the Rated Notes and from the date of service of an Enforcement Notice only, the Class X Notes, as provided in the Conditions and the Transaction Documents.

The Residual Certificates rank *pari passu* without preference or priority among themselves in relation to payment of Residual Payments, but subordinate to all payments due in respect of the Notes, as provided in the terms and conditions of the Residual Certificates (the "**Residual Certificates Conditions**") and the Transaction Documents.

In addition to the above, payments on the Notes and the Residual Certificates 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 Issuer Account Bank, the Servicer, the Legal Title Holder, the Back-Up Servicer Facilitator, the Corporate Services Provider, 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 "*Transaction Overview – Fees*" below.

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

The priority of the Notes and the Residual Certificates 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 on the Issuer*".

Yield and Prepayment Considerations

The yield to maturity of the Notes of each Class will depend on, among other things, the extent and timing of payments of principal and interest (including full and partial prepayments, proceeds of disposal of Mortgage Loans, proceeds of enforcement of Mortgage Loans or repurchase by the Seller of any Mortgage Loans (including upon an unremedied breach of any Mortgage Loan Warranty or in any instances where the Legal Title Holder has determined that it will accept a request from a Borrower for or that the Servicer or the Legal Title Holder has determined that it will issue an offer of (i) a Further Advance or (ii) Port or (iii) a Product Switch in relation to any Relevant Mortgage Loans) and the price paid by the Noteholders for the Notes. Such yield may be adversely affected by a higher or lower than anticipated rate of prepayment on the Mortgage Loans.

The rate of prepayment of the Mortgage Loans cannot be predicted and is influenced by a wide variety of economic, social and other factors, including prevailing mortgage market interest rates, the availability of alternative financing, local and regional economic conditions and homeowner mobility. Subject to the terms and conditions of the Mortgage Loans (which may require in some cases notification to the Legal Title Holder and in other cases the consent of the Legal Title Holder), a Borrower may "overpay" or prepay principal at any time. No assurance can be given as to the level of prepayments that the Mortgage Portfolio will experience. Accelerated prepayments will generally lead to a reduction in the weighted average life of the Notes (other than the Class X Notes where accelerated prepayments would generally lead to an increase in their weighted average life).

Generally, when market interest rates increase in relation to the rate of interest currently paid by a borrower, borrowers are less likely to prepay their mortgage loans, while conversely, when market interest rates decrease in relation to the rate of interest currently paid by a borrower, 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). In addition, should a Borrower elect, subject to the agreement of the Legal Title Holder and the Servicer, to change the terms of their Mortgage Loan from an Interest Only Mortgage Loan to a Repayment Mortgage Loan or a Part and Part Mortgage Loan, the Issuer would receive principal payments in respect of the relevant Mortgage Loan earlier than would otherwise be anticipated. If the Seller is required to repurchase a Mortgage Loan and its Related Security or make a payment in lieu of such repurchase because, for example, one of the Mortgage Loans does not comply with the Mortgage Loan Warranties, then the payment received by the Issuer will have the same effect as a prepayment of such Mortgage Loan. (For more information, see the section entitled "*The Mortgage Portfolio and the Mortgage Loans*").

Pursuant to the terms of the Deed Poll and the Portfolio Option granted therein, the Portfolio Option Holder may, subject to certain conditions, purchase all (but not some) of the Mortgage Loans and their Related Security comprising the Mortgage Portfolio, at no less than the Portfolio Minimum Purchase Price. The Portfolio Option Holder may give notice of its exercise of such option no earlier than the Business Day immediately following the Interest Payment Date immediately preceding the Optional Redemption Date. Such purchase will be completed no later than two Business Days prior to the Interest Payment Date immediately following the date on which the notice is given.

The exercise of the Portfolio Option may adversely affect the yield to maturity on the Notes.

On the first Interest Payment Date immediately following the date on which the Portfolio Option has been exercised, the Issuer shall apply all funds available to it for such purposes pursuant to the provisions of the Post-Enforcement Priority of Payments. This may adversely affect the yield to maturity on the Notes as the exercise of the Portfolio Option is likely to lead to a reduction in the average weighted life of the Notes. See also the section entitled "*Early redemption of the Notes pursuant to the Portfolio Option or the Risk Retention Regulatory Change Option*".

Further, on any Interest Payment Date following the occurrence of a Risk Retention Regulatory Change Event, the Retention Holder (or its nominee) has the right (but not an obligation) pursuant to the Mortgage Sale Agreement to purchase the Mortgage Loans and their Related Security from the Issuer, and thereby effect a redemption of the Notes. The exercise of this right may adversely affect the yield to maturity on the Notes as it is likely to lead to a reduction in the average weighted life of the Notes. See also the section entitled "*Early redemption of the Notes pursuant to the Portfolio Option or the Risk Retention Regulatory Change Option*".

Risk of Interest Rate Mismatch on the Notes

In relation to the risk of a mismatch between the rate of interest payable in respect of the Mortgage Loans and the rate of interest payable in respect of the Notes, (i) 27.13 per cent. of the Provisional Mortgage Portfolio by aggregate Capital Balance of the Mortgage Loans are Bank of England Base Rate-Linked Mortgage Loans, (ii) 56.70 per cent. of the Provisional Mortgage Portfolio by aggregate Capital Balance of the Mortgage Loans are 3-Month GBP LIBOR-Linked Loans and (iii) 16.17 per cent. of the Provisional Mortgage Portfolio by aggregate Capital Balance of the Mortgage Loans are SVR Mortgage Loans (such Mortgage Loans, together, the "**Floating Rate Mortgage Loans**"). However, the Issuer's liabilities under the Rated Notes are based on 3-Month GBP LIBOR for the relevant period as determined on the relevant Interest Determination Date. The Issuer will not enter into any swap agreement in respect of the difference between the interest payments received by it on the pool of the Floating Rate Mortgage Loans (and in particular the Bank of England Base Rate-Linked Mortgage Loans) and the interest payable on the Notes, and as a result there is no hedge in respect of the risk of any variances in the interest charged on any such Mortgage Loans with varying interest rates, and interest set by reference to the 3-Month GBP LIBOR (the "**Reference Rate**") on the Rated Notes. This, in turn, 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 Mortgage Loans and the rate of interest payable in respect of the Notes.

However, such risks are partially mitigated by the Reserve Fund, subordination of certain junior classes of Notes and the application of Available Redemption Receipts as Principal Addition Amounts in relation to the Rated Notes only. Additionally, the SVR Floor relating to the SVR Mortgage Loans is set by reference to the Reference Rate and the interest rate on the 3-Month GBP LIBOR-Linked Mortgage Loans resets on the 12th of March, June, September and December of each year, whilst the Reference Rate referable to the Notes is intended to reset on like dates.

Risks Associated with Rising Mortgage Rates

All of the Mortgage Loans comprising the Mortgage Portfolio have interest rates which are subject to change over the course of the life of such Mortgage Loans. Such rates are set by reference to (i) the London inter-bank offered rate for three month borrowing periods in Sterling ("**3-Month GBP LIBOR**"), (ii) the Bank of England Base Rate, or (iii) the Legal Title Holder's SVR. An increase in such reference rates could result in higher monthly repayments, which, in turn, could reduce the Borrowers' capacity to service their Mortgage 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.

Insolvency of Legal Title Holder

In the event a liquidator or administrator were to be appointed in respect of the business and property of the Legal Title Holder in the United Kingdom, a trust over the legal estate and title to the Mortgage Loans and their Related Security held by the Legal Title Holder for the benefit of the Issuer will be validly constituted pursuant to the terms of the Mortgage Sale Agreement and the combined effect of the

Mortgage Sale Agreement and the Scottish Declaration of Trust will be to remove the Mortgage Loans and their Related Security from the property of the Legal Title Holder available to a liquidator or administrator of the Legal Title Holder for distribution to the general creditors of the Legal Title Holder. The Mortgage Sale Agreement and the portfolio listing referred to in the Scottish Declaration of Trust details the Mortgage Loans and distinguishes them and their Related Security in all cases from other rights retained by the Legal Title Holder so that the trust property satisfies the requirement that it be clearly identifiable. There can be no assurance, however, that a court would reach the same conclusions. It is possible that a liquidator or administrator appointed in relation to the business and property of the Legal Title Holder may commence proceedings to challenge the validity and effectiveness of the trust constituted under the Mortgage Sale Agreement and the Scottish Declaration of Trust for the purposes of including the beneficial interest in the Mortgage Loans and their Related Security in the property and estate of the Legal Title Holder. If proceedings were commenced against the Issuer or in relation to trusts constituted under the Mortgage Sale Agreement and the Scottish Declaration of Trust, delays in distributions on the Notes, possible reductions in the amount of payments of principal and interest on the Notes and limitations on the exercise of remedies under the Transaction Documents could occur.

The Legal Title Holder currently receives collections which are paid other than by way of direct debit into the Global Collection Account, which is a bank account into which monies not related to the Mortgage Portfolio are also paid. On the Closing Date, the Legal Title Holder will provide the Global Collection Account Bank with a new account mandate authorising the Servicer to transfer monies that are identified as being referable to the Mortgage Portfolio from the Global Collection Account at the end of each Business Day (to the extent that the Global Collection Account Bank does not undertake such task automatically) into the General Transaction Collection Accounts. The Legal Title Holder currently receives payments of collections which are paid by way of direct debit into two (2) General Transaction Collection Accounts, which are bank accounts into which only monies relating to the Mortgage Portfolio are paid. Monies in such General Transaction Collection Accounts, insofar as they are not required to make payments in respect of Third Party Amounts, will be swept to the Issuer Account, subject to certain conditions. On the Closing Date, the Legal Title Holder will provide the Paratus Account Bank with a new account mandate authorising the Servicer to transfer monies from the General Transaction Collection Accounts at the end of each Business Day to the Issuer Account. In each case, there can be no assurance as to the length of time it will take for payments from Borrowers in respect of the Mortgage Portfolio, whether by direct debit or otherwise, to be transferred by means of the new account mandates. However, it is provided under the Servicing Agreement that all amounts credited in relation to the Mortgage Portfolio to the Global Collection Account that relate to the Mortgage Portfolio (save for any fees payable in respect of the Global Collection Account) are to be transferred to the General Transaction Collection Accounts at the end of each Business Day during a Collection Period, and that (subject to certain conditions) all amounts credited in relation to the Mortgage Portfolio to the General Transaction Collection Accounts are to be transferred to the Issuer Account at the end of each Business Day during a Collection Period.

The Legal Title Holder (i) has, pursuant to a declaration of trust entered into prior to the Closing Date, declared a trust over all of its right, title and beneficial interest in respect of the Global Collection Account (to which the Issuer will accede as beneficiary in respect of amounts standing to the credit thereof that are referable to the Mortgage Loans by executing a deed of accession); and (ii) will, on or around the Closing Date, pursuant to a declaration of trust, declare a trust over all of its right, title and beneficial interest in respect of the General Transaction Collection Account.

In the event of the insolvency of the Legal Title Holder, the Issuer will be treated as an unsecured creditor of the Legal Title Holder in respect of amounts in any other bank accounts over which the trust has not been declared. In order to mitigate this risk, the Legal Title Holder will (a) declare a trust in favour of the Issuer in the Mortgage Sale Agreement over any amounts received in respect of the Mortgage Portfolio and agree to pass over such monies to the Issuer forthwith and (b) on the Closing Date provide a certificate containing certain statements about its solvency at such date.

Ratings of the Rated Notes

The ratings assigned to the Rated Notes by Moody's address, *inter alia*:

- the likelihood of full and timely payments to the holders of the Rated Notes of interest on each Interest Payment Date; and

- the likelihood of ultimate payment to the holders of the Rated Notes of principal in relation to the Rated Notes on or prior to the Final Maturity Date.

The ratings assigned to the Rated Notes by S&P address, *inter alia*:

- the likelihood of full and timely payments to the holders of the Class A Notes and the Class B Notes of interest on each Interest Payment Date;
- the likelihood of full and ultimate payment to the holders of the Class C Notes, the Class D Notes and the Class E Notes of interest on or before the Final Maturity Date; and
- the likelihood of ultimate payment to the holders of the Rated Notes of principal in relation to the Rated Notes on or prior to the Final Maturity Date.

The Class Z Notes and the Class X Notes will not be rated by the Rating Agencies.

The expected ratings of the Rated Notes to be assigned on the Closing Date are set out under the section entitled "*Ratings*" below. 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 Issuer Account Bank, the Global Collection Account Bank or the Paratus Account Bank) in the future so warrant. See also "*Servicing of the Mortgage Loans and Reliance on Third Parties*" below.

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

Rating agencies other than the Rating Agencies could seek to rate the Rated Notes and if such unsolicited ratings are lower than the comparable ratings assigned to the Rated Notes by the Rating Agencies, those unsolicited ratings could have an adverse effect on the market value of the Rated Notes. For the avoidance of doubt and unless the context otherwise requires, any reference to "**ratings**" or "**rating**" in this Prospectus is to the ratings assigned by the Rating Agencies only.

As highlighted above, the ratings assigned to the Rated Notes by each Rating Agency are based on, among other things, the short-term and/or long-term unsecured, unguaranteed and unsubordinated debt ratings of the Issuer Account Bank, the Global Collection Account Bank and the Paratus Account Bank. In the event one or more of these transaction parties were downgraded below the requisite ratings trigger, such transaction parties would be subject to a replacement obligation in accordance with the terms of the relevant Transaction Documents. There can, however, be no assurance that a replacement of such counterparty which has at least the minimum ratings required to maintain the then current ratings of the Rated Notes will be found. If a replacement counterparty with at least the requisite ratings cannot be found, this could have an adverse impact on the ratings of the Rated Notes and, as a consequence, the resale price of the Rated Notes in the market.

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

The terms of certain Transaction Documents provide that certain actions to be taken by the Issuer and/or the other parties to the Transaction Documents are contingent on such actions not having an adverse effect on the ratings assigned to the Rated Notes. In such circumstances, the 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 Rated 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 Rated Notes does not, for example, confirm that such action (i) is permitted by the terms of the Transaction Documents or (ii) is in the best interests of, or not prejudicial to, the Noteholders of the Rated Notes. While entitled to have regard to the fact that the Rating Agencies have confirmed that the then current ratings of the Rated Notes would not be adversely affected, the above does not impose or extend any actual or contingent liability on the Rating Agencies to the Secured Creditors (including the Noteholders of the Rated Notes), the Issuer, the 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 of the Rated Notes), 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 Issuer, 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 a director 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. Where a Rating Agency Confirmation is a condition to any action or step under any Transaction Document and it is deemed to be modified as a result of a Non-Responsive Rating Agency not having responded to the relevant request from the Issuer within 30 days, there remains a risk that such Non-Responsive Rating Agency may subsequently downgrade, qualify or withdraw the then current ratings of the Rated Notes as a result of the action or step. Such a downgrade, qualification or withdrawal to the then current ratings of the Rated Notes may have an adverse effect on the value of the Rated Notes.

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

Upon the occurrence of an Event of Default, the Note Trustee in its absolute discretion may, and if so directed in writing by the holders of not less than 25 per cent. in aggregate Principal Amount Outstanding of the Most Senior Class of Notes (or if no Notes remain outstanding, 25 per cent. in number of the Residual Certificates then in issue) or if so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes (or if no Notes remain outstanding, of the Residual Certificates then in issue) shall (subject, in each case, to being indemnified and/or prefunded and/or secured to its satisfaction), deliver 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 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, the Residual Certificates or the Trust Deed (including the Conditions and the Residual Certificates Conditions) or (in the case of the Security Trustee) the Deed of Charge or (in either case) the other Transaction Documents to which it is a party or in respect of which (in the case of the Security Trustee) it holds security. In respect of and at any time after the service of an Enforcement Notice, the Security Trustee may, at its discretion and without notice, take such steps as it may think fit to enforce the Security. However, neither the Note Trustee nor the Security Trustee shall be bound to take any such

proceedings or steps (including, but not limited to, the giving of an Enforcement Notice in accordance with Condition 11 (*Events of Default*) or Residual Certificates Condition 10 (*Events of Default*)) unless it shall have been directed to do so by the holders of not less than 25 per cent. in aggregate Principal Amount Outstanding of the Most Senior Class of Notes (or if no Notes remain outstanding, 25 per cent. in number of the Residual Certificates then in issue) or if so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes (or if no Notes remain outstanding, of the Residual Certificates then in issue) and it shall have been indemnified and/or secured and/or prefunded to its satisfaction.

See further "*Terms and Conditions of the Notes – Condition 12 (Enforcement)*" and "*Terms and Conditions of the Residual Certificates – Residual Certificates Condition 11 (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 undertakings to be given by the Retention Holder in, *inter alia*, the Mortgage Sale Agreement in accordance with the CRR, the AIFM Regulation and the Solvency II Regulation regarding the material net economic interest to be retained by the Retention Holder in the securitisation and (in respect of the CRR only) certain requirements as to providing investor information in connection therewith, the Note Trustee will not be under any obligation to monitor the compliance by the Retention Holder with such undertakings and will not be under any obligation to take any action (or to procure the Security Trustee takes any action) in relation to non-compliance with such undertakings unless and until the Note Trustee has received actual written notice of the same from any party to any Transaction Document (a "**Transaction Party**"), in which event the only obligation of the Security Trustee shall be to notify the Issuer (who shall notify the Noteholders and the other Secured Creditors of the same) and, subject to the Note Trustee being indemnified and/or secured and/or prefunded to its satisfaction, to take such further action as it is directed to take in connection with such non-compliance by an Extraordinary Resolution of the holders of the Most Senior Class of Notes.

Limited Liquidity

Absence of secondary market

No assurance can be provided that a secondary market for the Notes will exist at any time on or after the Closing Date.

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 their resale and transfer as set forth under "*Subscription and Sale*" and "*Transfer Restrictions and Investor Representations*". To the extent that a secondary market develops for the Notes, it may not continue for the life of the Notes or it may not provide the 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 such Noteholder 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, the Funding for Lending Scheme or the European Central Bank's liquidity schemes 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 the future are likely to adversely impact secondary market liquidity for mortgage-backed securities in general, regardless of whether the Notes are eligible securities.

Denominations

The Notes are issued in the denomination of £100,000 per Note. However, for so long as the Notes are represented by Global Notes, and Euroclear and Clearstream, Luxembourg so permit, the Notes shall be tradable in minimum nominal amounts of £100,000 and integral multiples of £1,000 thereafter. If

Definitive Notes are required to be issued in respect of the Notes represented by Global Notes, they will only be printed and issued in denominations of £100,000 and any amount in excess thereof in integral multiples of £1,000. Accordingly, if Definitive Notes are required to be issued in respect of the Global Notes, a Noteholder holding an interest in a Global Note of less than the minimum authorised denomination at the relevant time may not receive a Definitive Note in respect of such holding and may need to purchase a principal amount of the relevant Class of Notes such that their holding amounts to the minimum authorised denomination. If Definitive Notes are issued in respect of the Global Notes, Noteholders should be aware that Definitive Notes which have a denomination that is not an integral multiple of the minimum authorised denomination may be illiquid and difficult to trade.

Book-Entry Interests

Unless and until 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.

The Common Safekeeper will be considered the holder of the Notes as shown in the records of Euroclear or Clearstream, Luxembourg and 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.

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 the clearing systems. Upon receipt of any payment from the Principal 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 Trustee or any Paying Agent 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 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 Trustee, any Paying Agent or any of their agents will have any responsibility for the performance by Euroclear or Clearstream, Luxembourg or their respective participants or account holders of their respective obligations under the rules and procedures governing their operations.

The lack of Notes in physical form could also make it difficult for a Noteholder to pledge such Notes if Notes in physical form are required by the party demanding the pledge and hinder the ability of the

Noteholder to sell such Notes because some investors may be unwilling to buy Notes that are not in physical form.

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

Meetings of Noteholders and Certificateholders, Modification and Waivers

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

The Conditions also provide that the Note Trustee may, and may direct the Security Trustee, without any consent or sanction of the Noteholders or the other Secured Creditors, but subject to receipt of the written consent from any of the Secured Creditors party to the Transaction Documents being modified, to concur with the Issuer in making (a) any modification (other than a Basic Term Modification) of, or the waiver or authorisation of, any actual breach (including an Event of Default or Potential Event of Default) or proposed breach of, the Conditions, the Residual Certificates Conditions or any of the Transaction Documents which is not, in the opinion of the Note Trustee, materially prejudicial to the interests of the Noteholders or, if there are no Notes outstanding, the Certificateholders or (b) any modification which, in the opinion of the Note Trustee, or, as the case may be, the Security Trustee, is of a formal, minor or technical nature or to correct a manifest error.

The Conditions and Residual Certificates Conditions also specify that certain categories of amendments (including changes to majorities required to pass resolutions or quorum requirements) would be classified as Basic Terms Modifications. Investors should note that a Basic Terms Modification is required to be sanctioned by an Extraordinary Resolution of the holders of the relevant affected Class or Classes of Notes and/or the Residual Certificates then in issue, as applicable which are affected by such Basic Terms Modifications unless the Note Trustee is of the opinion that it would not be materially prejudicial to the respective interests of the holders of those affected Class or Classes of Notes and the holders of the Residual Certificates then in issue.

Further, the Note Trustee may be obliged and/or obliged to direct the Security Trustee, in certain circumstances, to agree to amendments to the Conditions and/or the Transaction Documents for the purpose of enabling the Issuer or any of the other Transaction Parties to comply with (i) any change in the criteria of one or more Rating Agencies; (ii) any changes in the requirements of Article 405 of the CRR, Article 17 of AIFMD, Article 51(1) of AIFMR or Article 254(2) of Solvency II; (iii) FATCA or (iv) the CRA Regulation (each, a "**Proposed Amendment**"), without the consent of Noteholders pursuant to and in accordance with the detailed provisions of Condition 13.6.

In relation to any such Proposed Amendment, the Issuer is required to give at least 30 calendar days' notice to the Noteholders of each Class of the proposed modification in accordance with Condition 16 (*Notice to Noteholders*) and by publication on Bloomberg on the "Company News" screen relating to the Issuer. However, Noteholders should be aware that, in relation to each Proposed Amendment, unless Noteholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of any Class of Notes have 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 any Class of Notes 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 of Notes is passed in favour of such modification in accordance with Condition 13 (*Meetings of Noteholders, Modification, Waiver and Substitution*).

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 the Security Trustee, as applicable, would have the effect of (i) exposing the Note Trustee or the Security Trustee, as applicable, to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (ii) increasing the obligations or duties, or decreasing the rights or protection, of the Note Trustee or the Security Trustee, as applicable, in the Transaction Documents and/or the Conditions.

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

Rights of Noteholders, Certificateholders and Secured Creditors

Conflict between Noteholders

The Trust Deed contains provisions requiring the Note 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 (except where expressly provided otherwise). The Deed of Charge contains provisions requiring the Security Trustee (subject to being indemnified and/or secured and/or prefunded) to act on the instructions of the Note Trustee.

If, in the Note Trustee's opinion, however, there is or may be a conflict between the interests of the holders of one or more Classes of Notes, on the one hand, and the interests of the holders of one or more Classes of Notes, on the other hand, then the Note Trustee is required to have regard only to the interests of the holders of the Most Senior Class of Notes.

As a result, holders of Notes other than the Most Senior Class of Notes may not have their interests taken into account by the Note Trustee or the Security Trustee when the Note Trustee exercises discretion.

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

Further, the Trust Deed further provides that no Extraordinary Resolution of the holders of a Class or Classes of Notes or the Residual Certificates which would have the effect of sanctioning a Basic Terms Modification in respect of any Class of Notes or Residual Certificates shall take effect unless it has been sanctioned by an Extraordinary Resolution of the holders of each affected Class of Notes then outstanding and/or the holders of the Residual Certificates then in issue which are affected by such Basic Terms Modification.

Prospective investors should note that the Seller, the Retention Holder and/or affiliates or related entities of the Seller and/or the Retention Holder may purchase some or all of any of the Notes (in addition to the Class Z Notes to be acquired by the Retention Holder on the Closing Date) and/or the Residual Certificates, and in doing so, will not be prevented from being entitled to attend meetings of the Noteholders and/or the Certificateholders or vote at Noteholder and/or Certificateholder meetings or by way of written resolution (as applicable). The interests of the Seller, the Retention Holder and/or affiliates or related entities of the Seller and/or the Retention Holder may conflict generally with that of the other Noteholders and/or Certificateholders, and the Seller, the Retention Holder and/or affiliates or related entities of the Seller and/or the Retention Holder are not required to vote in any particular manner.

Conflict between Noteholders, Certificateholders 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, subject to the provisions of the Trust Deed and Conditions 13.5 and 13.6 and Residual Certificates Condition 12.5.

In respect of the interests of the Certificateholders, the Trust Deed contains provisions requiring the Note Trustee not to have regard to the interests of the Certificateholders as regards all powers, trusts, authorities, duties and discretions of the Note Trustee, and requiring the Note Trustee to, except where

expressly provided otherwise, have regard only to the interests of the Noteholders for so long as there are any Notes outstanding.

Eurosystem eligibility

The Notes are intended to be held in a manner which will allow Eurosystem eligibility. This means that the Notes are intended, upon issue, to be deposited with a Common Safekeeper for Euroclear and Clearstream, Luxembourg and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem ("**Eurosystem eligible collateral**") either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria. The Issuer gives no 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 Eurosystem eligibility and be recognised as Eurosystem eligible collateral. Any potential investor in the Notes should make their own conclusions and seek their own advice with respect to whether or not the Notes constitute Eurosystem eligible collateral.

Bank of England eligibility

Certain investors in the Class A Notes may wish to consider the use of the Class A Notes as eligible securities for the purposes of the Bank of England's Discount Window Facility ("**DWF**"), Funding for Lending Scheme ("**FLS**") or Term Funding Scheme ("**TFS**"). Recognition of the Class A Notes as eligible securities for the purposes of the DWF, FLS or TFS will depend upon satisfaction of the eligibility criteria as specified by the Bank of England. If the Class A Notes do not satisfy the criteria specified by the Bank of England, there is a risk that the Class A Notes will not be eligible DWF, FLS or TFS collateral. None of the Issuer, the Arrangers, the Joint Lead Managers or the Seller gives any representation, warranty, confirmation or guarantee to any investor in the Class A Notes that the Class A Notes will, either upon issue, or at any times during their life, satisfy all or any requirements for the DWF, FLS or TFS eligibility and be recognised as eligible DWF, FLS or TFS collateral. Any potential investor in the Class A Notes should make its own determinations and seek its own advice with respect to whether or not the Class A Notes constitute eligible DWF, FLS or TFS collateral. No assurance can be given that the Class A Notes will be eligible securities for the purposes of the DWF, FLS or TFS and no assurance can be given that any of the relevant parties have taken any steps to register such collateral.

Risks Related to the Mortgage Loans

Limitation of Sellers' Liability

None of the Arrangers, the Joint Lead Managers, the Issuer, the Note Trustee, nor the Security Trustee has undertaken or will undertake any investigations, searches or other actions in respect of the Mortgage Loans and their Related Security and will rely instead on, *inter alia*, the warranties given by the Seller in relation to the Mortgage Loans beneficially owned by it to the Issuer in the Mortgage Sale Agreement (the "**Mortgage Loan Warranties**"). Mortgage Loans which have undergone such a limited investigation 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 Mortgage Loan had such matters been revealed. The sole remedy provided for in the Mortgage Sale Agreement (subject to the relevant cure period as set out in the Mortgage Sale Agreement and save as described below) of the Issuer in respect of a breach of a Mortgage Loan Warranty in relation to a Mortgage Loan shall be the requirement that the Seller repurchase any Mortgage Loan which is the subject of the breach, **provided that** this shall not limit any other remedies available to the Issuer if the Seller fails to repurchase a Mortgage Loan when obliged to do so.

There can be no assurance that the Seller will honour or have the financial resources to honour such obligations under the Mortgage Sale Agreement or the obligation to repurchase Mortgage Loans where the Seller, the Legal Title Holder or the Servicer (as the case may be) agrees to grant a request from a Borrower or makes an offer for a Further Advance, a Port or a Product Switch. Such obligations are not guaranteed by nor will they be the responsibility of any person other than the Seller and neither the Issuer, the Note Trustee nor the Security Trustee will have recourse to any other person in the event that the Seller, for whatever reason, fails to meet such obligations.

Provisional Mortgage Portfolio and Selection Process

The information in the section entitled "*Characteristics of the Provisional Mortgage Portfolio*" was extracted from the administrative systems relating to the Mortgage Portfolio as at the Portfolio Reference Date. The Mortgage Portfolio was selected as at the Cut-Off Date and comprised 1,784 Mortgage Loans with an aggregate Capital Balance of £227,179,094.

The characteristics of the Mortgage Portfolio as at the Closing Date will vary from those of the Provisional Mortgage Portfolio as a result of, *inter alia*, the exclusion of: (i) Mortgage Loans which redeem prior to the Closing Date (in accordance with their terms); and (ii) Mortgage Loans which at any time prior to the Cut-Off Date are found not to comply with the warranties to be given in respect of the Mortgage Loans on the Closing Date as set out in the Mortgage Sale Agreement. See section "*The Mortgage Portfolio and the Mortgage Loans*" for more detail.

The Tower Loans and Other Compromise Loans

Following the origination of the Compromise Loans the Servicer became aware that, in respect of the Tower Loans, the solicitors and, in respect of the Other Compromise Loans, the valuers involved in the origination process of such Compromise Loans may have been negligent or fraudulent in the manner in which they carried out their duties. The Servicer has subsequently entered into the Compromise Arrangements with such solicitors and/or valuers (as applicable) thereby precluding any further claims against such solicitors and/or valuers (as applicable) and against the relevant Borrower in respect of any shortfall arising after the enforcement of a Tower Loan.

As at the Portfolio Reference Date, the Provisional Mortgage Portfolio included 15 Tower Loans with an aggregate outstanding balance of not more than £3 million and 31 Other Compromise Loans with an aggregate outstanding balance of not more than £5 million.

In the event that a loss was suffered in respect of a Compromise Loan as a result of any such negligence or fraud by a solicitor or valuer counterparty to a Compromise Agreement, the Servicer is precluded from bringing any further claims against such solicitor or valuer. Further, in respect of the Tower Loans, the Servicer is precluded from bringing any further claims against such Borrower in respect of any shortfall that may remain after selling the Property securing the Mortgage Loan. In each case, the Issuer may suffer a loss which could ultimately affect its ability to make payments on the Notes.

Knowledge of matters represented

The Seller was not the originator of certain of the Mortgage Loans and has purchased title to such Mortgage Loans under certain mortgage sale agreements. Accordingly, while the Seller has a broad and general knowledge of the Mortgage Loan origination process and practices of the other Originators, it has no direct knowledge of whether any such Mortgage Loan origination processes were complied with at the time of the origination of the Mortgage Loans, nor does it have direct knowledge of whether any such non-compliance was in accordance with the practice of a Prudent Mortgage Lender and therefore the Seller may not have actual knowledge of any relevant matters which give rise to a breach of warranty. Therefore certain of the Mortgage Loan Warranties (including Mortgage Loan Warranties that relate to the origination process) have necessarily been qualified by the knowledge and awareness of the Seller. It may be practically difficult for the Seller to detect a breach of warranty in respect of the Mortgage Loans to the extent that the same relates to matters outside of the immediate knowledge of the Seller and there is no ongoing active involvement of any third party originators of the Mortgage Loans to monitor or notify any defect in relation to the circumstances of the Mortgage Loans.

For the avoidance of doubt, to the extent that a Mortgage Loan Warranty is not expressed to be limited by reference to the awareness of the Seller, the Seller may nevertheless be liable to repurchase a Mortgage Loan in relation to which there has been a breach of a Mortgage Loan Warranty irrespective of whether it had actual knowledge of such breach. However, there can be no assurance that the Seller will have the financial resources to honour such repurchase obligation. Conversely, where a Mortgage Loan Warranty is expressed to be limited by reference to the awareness of the Seller, such repurchase obligation shall not apply unless the Seller has actual knowledge of the relevant breach of warranty at the time the warranty was given. Where no repurchase obligation is applicable, or the Seller does not satisfy such repurchase obligation, the Issuer may suffer a loss thereby affecting the ability of the Issuer to make payments under

the Notes. For more information, see the section "*Summary of the Key Transaction Documents – Mortgage Sale Agreement – Representations and Warranties*".

Claims against third parties

The Seller has assigned its causes and rights of actions against solicitors and valuers to the Issuer pursuant to the Mortgage Sale Agreement, to the extent that they are assignable. However the Seller was not the originator of certain of the Mortgage Loans, and the said rights may therefore not have been effectually assigned to it by the related Originator or seller of such Mortgage Loans. The Issuer may therefore not have any direct rights against any solicitors or valuers who, when acting for the relevant Originator in relation to the origination of any Mortgage Loan, may have been negligent or fraudulent. However, and notwithstanding the absence of any such direct rights, the Seller has undertaken, where appropriate, to either instigate action against such solicitor or valuer or to request that the relevant Originator takes such action, **provided that** the Issuer first indemnifies the Seller for the costs of taking such action, and subject to any limitations or conditions contained in the relevant documentation under which the Seller acquired title to the related Mortgage Loan. Such action is not possible in relation to the Compromise Loans as, under the Compromise Arrangements, the Servicer is precluded from making further claims against any solicitors or valuers who, when acting for the relevant Originator in relation to the origination of any Mortgage Loans, may have been negligent or fraudulent.

Enforcement

In relation to enforcement generally, even assuming that the Properties provide adequate security for the Mortgage Loans, delays could be encountered in connection with enforcement of the Mortgages and recovery under the Mortgage Loans with corresponding delays in the receipt of related proceeds by the Issuer.

In order to realise its security in respect of a Property, the relevant mortgagee will need to obtain possession.

England and Wales

In England and Wales, there are two means of obtaining possession for this purpose: first, by taking physical possession (seldom done in practice) and secondly, by applying for, obtaining and enforcing a court order.

The Court has a very wide discretion and may adopt a sympathetic attitude towards a Borrower at risk of eviction. If a possession order in favour of the relevant mortgagee is granted, it may be suspended to allow the Borrower more time to pay. The situation may be particularly relevant where the Borrower under such Mortgage Loan is or becomes a "vulnerable" Borrower, or where the situation otherwise merits sensitive handling.

In addition, certain regulatory measures, court orders or industry practice may restrict authorised firms (such as the Seller or the Servicer) from repossessing a property unless all other reasonable attempts to resolve the position have failed and, in complying with such restriction, a firm is required to consider whether, given such Borrower's circumstances, it is appropriate or required to take certain actions instead of a repossession, including (amongst other things) the extension of the term of the mortgage, product type changes and deferral of interest payments.

While each such forbearance option need not be explored at every stage of interaction with such Borrower, it is clear that these rules impose mandatory obligations on firms without regard to any relevant contractual obligations or restrictions which the relevant loan may be subject to as a result, *inter alia*, of such loan being contained within a securitisation transaction. As a result, the rules may operate in certain circumstances to require the Legal Title Holder, the Seller or the Servicer to take certain forbearance-related actions which would not otherwise comply with the Transaction Documents (and, in particular, the servicing arrangements contemplated by such Transaction Documents) in respect of one or more Mortgage Loans. No assurance can be made that any such actions will not impact on the Issuer's ability to make payments in full when due on the Notes, although the impact of this will depend on the number of Loans that involve Borrowers who experience payment difficulties or who are considered "vulnerable" Borrowers.

Once possession of the Property has been obtained, the relevant mortgagee has a duty to the Borrower to take reasonable care to obtain a proper price for the Property. Any failure to do so will put the relevant mortgagee at risk of an action for breach of such duty by the Borrower, although it is for the Borrower to prove breach of such duty. There is also a risk that a Borrower may also take court action to force the relevant mortgagee to sell the Property within a reasonable time.

If a mortgagee takes physical possession it will, as mortgagee in possession, have an obligation to account to the Borrower for the income obtained from the Property, be liable for any damage to the Property, have a limited liability to repair the Property and, in certain circumstances, may be obliged to make improvements or may incur certain financial liabilities in respect of the Property. Actions for possession are regulated by statute and may incur certain financial liabilities in respect of the Property. 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 Mortgage Loan or to remedy any default consisting of a breach of any other obligation arising under or by virtue of the Mortgage Loan.

Scotland

The courts in Scotland had, until December 2001, considerably less discretion than those in England and Wales to modify or postpone the mortgagee's rights of enforcement but as a result of legislative changes in Scotland the position is now broadly equivalent in each jurisdiction (and references in this Prospectus to a "mortgagee" or "mortgagees" are to be read as "heritable creditor" or "heritable creditors" (being the Scottish equivalent of mortgagees) in relation to Scottish Mortgages).

Each of the Note Trustee and the Security Trustee has the absolute discretion, at any time, to refrain from taking any action under the Trust Deed or the Deed of Charge (as applicable) or any of the Transaction Documents including becoming a mortgagee in possession in respect of any property contained within the Mortgage Portfolio, unless it is satisfied at that time that it is indemnified and/or secured and/or prefunded to its satisfaction against any liability which it may incur by so acting.

Declining property values

The value of the Related Security in respect of the Mortgage Loans may be affected by, among other things, a decline in residential property values in the United Kingdom, generally or in a specific region thereof. If the residential property market in the United Kingdom generally or in a specific region thereof should experience an overall decline in property values (as has in some cases happened since the date of origination of the Mortgage Loans), 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 Mortgage Loan or the Closing Date. In certain cases, the value of the property is expected to be lower at the Closing Date than at the date of origination (see the section titled "*Characteristics of the Provisional Mortgage Portfolio*" for a breakdown of the LTV and Current LTV in the Provisional Mortgage Pool). Downturns in the performance of the United Kingdom economy 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 Mortgage Loans is reduced this may ultimately result in losses to Noteholders if the Related Security is required to be enforced and the resulting proceeds are insufficient to make payments on all Notes.

Borrowers may have insufficient equity in their homes to refinance their Mortgage Loans with lenders other than the Seller and may (as a result of the circumstances described below in "*Delinquencies or Default by Borrowers in paying amounts due on their Mortgage Loans*" or otherwise) have insufficient resources to pay amounts in respect of their Mortgage Loans as and when they fall due. This could lead to higher rates of delinquency, write-offs, enforcement and loss severities upon enforcement, which in turn may adversely affect payments on the Notes. This risk is particularly relevant to Interest Only Mortgage Loans and those Mortgage Loans which have a loan to value ratio approaching 100 per cent. (See the section titled "*Risk of Losses Associated with Interest Only Mortgage Loans*" below for further detail).

There has been some recovery in the UK housing market with prices now above pre-crisis highs in some regions. There is a risk that house price growth will continue to accelerate faster than earnings, stretching affordability and leaving households more vulnerable to shocks, such as increases in interest rates that could ultimately lead to higher retail loan losses. There is potential for activity and prices to decline should the labour market situation deteriorate, or if strains in the financial system re-emerge and impair the flow of credit to the wider economy.

Geographic Concentration Risks

Mortgage Loans in the Mortgage 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 and housing markets than other regions in the United Kingdom, a concentration of the Mortgage Loans in such a region may be expected to exacerbate the risks relating to the Mortgage 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 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. The Issuer can predict neither when or where such regional economic declines may occur nor to what extent or for how long such conditions may continue. Any natural disasters in a particular region may reduce the value of affected Properties. This may result in a loss being incurred upon the sale of such Properties. These circumstances could affect receipts on the Mortgage Loans and ultimately result in losses on the Notes. For an overview of the geographical distribution of the Mortgage Loans in the Mortgage Portfolio, see "*Characteristics of the Provisional Mortgage Portfolio*".

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

As of the Portfolio Reference Date, approximately 17.11 per cent. of the Provisional Mortgage Portfolio by aggregate Capital Balance of the Mortgage Loans are loans that are the equivalent of one or more monthly instalments in arrears. In addition, there are a number of Mortgage Loans in the Mortgage Portfolio which include capitalisations of Arrears of Interest or charges relating to such Mortgage Loans (including Mortgage Loans secured against a leasehold property where there has been a non-payment and subsequent capitalisation of unpaid amounts due as ground rents or management charges relating to such leasehold properties). Such capitalisations or loan arrears, charges, ground rent or service charges may have been done by agreement or pursuant to the terms and conditions of the relevant Mortgage Loans. Further, in certain circumstances, the loan term, the repayment profile or other terms of a Mortgage Loan may have been altered to improve the affordability of the relevant Mortgage Loan for the relevant Borrower who was experiencing payment or repayment difficulties or who has otherwise requested such amendments. Additionally, some Borrowers may have breached other payment or non-payment obligations under the Mortgage Loans during the period since they were originated. Defaults may occur for a variety of reasons. The ability of the Borrowers to pay amounts owed under the Mortgage Loans may be affected by credit, liquidity and interest rate risks. Various factors influence mortgage delinquency rates, prepayment rates, repossession frequency and the ultimate payment of interest and principal, such as changes in the national or international economic climate, regional economic or housing conditions, changes in tax laws, interest rates, inflation, the availability of financing, political developments and government policies. Other factors in Borrowers' individual, personal or financial circumstances may affect their ability to repay their Mortgage Loan. Unemployment, loss of earnings, illness, divorce and other similar factors may lead to an increase in delinquencies by and bankruptcies (and analogous arrangements) of Borrowers, and could ultimately have an adverse impact on the ability of Borrowers to repay their Mortgage Loans. Certain Borrowers may be, or may become, unemployed throughout the life of the Mortgage Loan taken out by them, which could affect their ability to make payments and repayments under such Mortgage Loan. Additionally, Borrowers who are self-employed may have an income stream which is more susceptible to change (including the reduction or loss of future earnings due to illness, loss of business, tax laws or general economic conditions) than Borrowers who are in full time employment. Each such Borrower may resultantly be more likely to fall into payment difficulties. In addition, the ability of a Borrower to sell a property given as security for a Mortgage Loan at a price sufficient to repay the amounts outstanding under that Mortgage Loan will depend upon a number of factors, including the availability of buyers for that property, the value of that property and property values in general at the time.

Mortgage Loans in arrears and subject to historical breaches by borrowers are generally likely to experience higher rates of delinquency, write-offs, enforcements and bankruptcy than mortgage loans

without such arrears or breaches which may impact the ability of the Issuer to make payments on the Notes.

Risk of losses associated with automatic capitalisation

On 19 October 2016, the FCA issued a consultation relating to issues arising from automatic capitalisation (GC16/6 – The fair treatment of mortgage customers in payment shortfall: Impact of automatic capitalisations), in particular cases where lenders both add arrears to an account balance and keep a separate record of the borrower's arrears and seek separate (and additional) payment of those. In the consultation, the FCA states that it expects FCA authorised firms to ensure this practice ceases and to carry out remediation (if required).

The FCA has recently consulted on a proposed remediation framework for customers who have suffered harm because of the automatic capitalisation of payment shortfalls. Under the proposed framework, firms would be required to compensate customers for losses suffered due to automatic capitalisation by refunding any incorrectly charged fees and interest (together with simple interest of 8% p.a. on any incorrectly charged fees) and paying simple interest of 8% on any "overpayments", i.e. any actual payments of monthly payments in excess of those which would have been required to pay off the arrears had there been no automatic capitalisation. The framework is subject to consultation by the FCA and is not binding on firms, but is one option for an approach to remediation.

The FCA expects the finalised guidance resulting from this consultation to be published in Q1 2017. If any remediation is required or Borrowers bring claims in connection with their Mortgage Loans in respect of an automatic capitalisation, such remediation and claims, and any set-off by Borrowers in respect of such claims against the amount due by the Borrowers under the relevant Mortgage Loans, may adversely affect the ultimate amount received by the Issuer in respect of the relevant Mortgage Loans, and the realisable value of the Mortgage Portfolio and/or the ability of the Issuer to make payment under the Notes.

Lending Criteria

The Mortgage Portfolio will include Mortgage Loans to Borrowers who may previously have been subject to a county court judgment (or the Scottish equivalent), an individual voluntary arrangement (or the Scottish equivalent) or bankruptcy order (or, in Scotland, an award of sequestration), are self-employed, have self-certified their incomes or are otherwise considered by banks and building societies to be non-prime borrowers (such borrowers, "**Non-Conforming Borrowers**"). Mortgage Loans made to Non-Conforming Borrowers may experience higher rates of delinquency, write-offs, enforcement and bankruptcy than have historically been experienced by mortgage loans made to prime borrowers and therefore carry a higher degree of risk.

In addition, as of the Portfolio Reference Date, approximately 86.54 per cent. of the Mortgage Portfolio by aggregate Capital Balance of the Mortgage Loans may not include a documentary record permitting the verification and cross-checking of the original financial status of the relevant Borrower, due to missing or incomplete copies of the original credit checks, including missing or incomplete records of any possible country court judgements (or the Scottish equivalents), individual voluntary arrangements or bankruptcy orders (or the Scottish equivalents). Whilst there is no reason to believe that the county court judgement or bankruptcy order or Scottish equivalent information currently held by the Seller is inaccurate, it cannot currently be independently verified. Further, whilst the relevant Originators' underwriting criteria at the time of origination of certain Mortgage Loans may have permitted the granting of mortgage loans to borrowers subject to an individual voluntary arrangement or Scottish equivalent, records of individual voluntary arrangements or their Scottish equivalents are not held by the Seller.

Further, a proportion of the Properties over which Mortgages in the Mortgage Portfolio are secured were built using non-traditional construction techniques that may severely impact the saleability of such Properties in the private sector. This may reduce the marketability of such Properties following enforcement 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 Mortgage Loans have been underwritten generally in accordance with the underwriting standards described in the section entitled "*The Mortgage Portfolio and the Mortgage Loans*" below. Those

underwriting standards consider, among other things, a borrower's credit history, employment history and status, repayment ability and debt service-to-income ratio, as well as the value of the property. Those underwriting standards are used with a view, in part, to mitigating the risks in lending to Non-Conforming Borrowers.

There can also be no assurance that these underwriting standards were applied in all cases or that Mortgage Loans originated under different criteria have not been included in the Mortgage Portfolio.

Risk of Losses Associated with high LTV Mortgage Loans

Many of the Mortgage Loans in the Mortgage Portfolio were originated with an LTV in excess of 90%. The Properties over which certain Mortgage Loans are secured may be situated in regions of the United Kingdom where property values have generally either decreased or not materially increased since the origination of such Mortgage Loan (as to which please refer to the section entitled "*Declining Property Values*"). There can be no assurance that mortgage loans with higher loan to value ratios will not experience higher rates of delinquency, write-offs, enforcement and loss severities upon enforcement than mortgage loans with lower loan to value ratios.

Risk of Losses Associated with Interest Only Mortgage Loans

As of the Portfolio Reference Date, approximately 83.56 per cent. of the Mortgage Portfolio by aggregate Capital Balance of the Mortgage Loans constitute Interest Only Mortgage Loans. Interest Only Mortgage Loans are originated with a requirement that the Borrower pay scheduled interest payments only and, as such, there is no scheduled amortisation of principal. Consequently, upon the maturity of an Interest Only Mortgage Loan, the Borrower will be required to make a bullet payment that will represent the entirety of the Principal Outstanding Balance of the relevant Mortgage Loan if such Borrower has not previously redeemed the relevant Mortgage Loan in full or in part. The ability of such Borrower to repay an Interest Only Mortgage Loan at maturity frequently depends on such Borrower's ability to refinance the Property or to obtain funds from another source such as pension policies, personal equity plans or endowment policies (the "**Policies**"). The Seller has not required, nor has it required that any person which sold it Mortgage Loans represent that it required (or that the relevant Originator required), that such Policies be established with respect to any Interest Only Mortgage Loans nor has the Seller required that the benefit of any such Policies be assigned to it. The only security that exists will therefore be the Mortgage covering the Property. The ability of a Borrower to refinance the Property will be affected by a number of factors as further described below. In recent times, mortgage lenders have maintained stricter conditions to the advancing of mortgage loans. The inability of Borrowers to refinance their respective Mortgage Loans may ultimately result in a reduction of amounts available to the Issuer and adversely affect its ability to make payments under the Notes.

Borrowers of interest-only loans who have taken out the relevant Policies may also not make payment of the premiums due on any Policies taken out in relation to repayment of the relevant interest only mortgages in full or on time, which policies may therefore lapse, and/or no further benefits may accrue thereunder. In certain cases, the policy may be surrendered but not necessarily in return for a cash payment and any cash received by the Borrower may not be applied in paying amounts due under their Mortgage Loan. Thus the ability of such a Borrower to repay an Interest Only Mortgage Loan or a Part and Part Mortgage Loan at maturity without resorting to the sale of the underlying property depends on such Borrower's responsibility in ensuring that sufficient funds are available from a given source such as any Policies, as well as the value of the Property, the Borrowers' equity in the Property, their financial condition, as well as the age, health and employment status of the Borrower (and in particular whether such Borrowers are retired, self-employed or unemployed at the time of maturity of such Interest Only Mortgage Loan, which could affect such Borrowers' ability to redeem or refinance an Interest Only Mortgage Loan or to continue making repayments under such Mortgage Loan), as well as tax laws and general economic conditions at the time. If a Borrower cannot repay an Interest Only Mortgage Loan or a Part and Part Mortgage Loan and a loss occurs, this may affect repayments on the Notes if the resulting Principal Deficiency Ledger entry cannot be cured from Available Revenue Receipts being applied for such purpose in accordance with the Pre-Enforcement Revenue Priority of Payments.

As a result of UK Government attention, borrowers with interest-only loans which are mortgages have been encouraged to switch to a repayment loan, whereby the principal of the loan is repaid over its term. Should a Borrower elect, subject to the consent of the Legal Title Holder and the Servicer, to amend the terms of its Mortgage Loan from an Interest Only Mortgage Loan to a Repayment Mortgage Loan or a

Part and Part Mortgage Loan, the relevant Mortgage Loan would remain with the Issuer as part of the Mortgage Portfolio, resulting in the Issuer and Noteholders receiving redemption payments on the relevant Mortgage Loan and the relevant Notes respectively, earlier than would otherwise have been the case. See further "*Risk Factors – Yield and Prepayment Considerations*" above.

Risk of Losses Associated with Self Certified Loans and Non-Income Verified Mortgage Loans

As of the Portfolio Reference Date (i) approximately 49.86 per cent. of the Mortgage Portfolio by aggregate Capital Balance of the Mortgage Loans constitute mortgage loans where the Borrower applied for a self-certified product and (ii) approximately 36.68 per cent. of the Mortgage Portfolio by aggregate Capital Balance of the Mortgage Loans constitute mortgage loans where the Borrower applied for a loan product that was not a self-certified loan product but where the income of the Borrower was not verified (each a "**Non-Income Verified Mortgage Loan**"). For such Mortgage Loans, income and employment details of the Borrower are not substantiated by supporting documentation. The rate of delinquencies, write-offs, enforcements and losses on such mortgage loans may be higher from those in respect of mortgage loans where supporting documentation has been provided in respect of the income or employment details of the Borrower and any such delinquencies, write-offs, enforcements and losses may lead to a reduction in amounts available to the Issuer and, ultimately, affect its ability to make payments under the Notes.

Buy-To-Let Loans

As of the Portfolio Reference Date, approximately 16.90 per cent. of the Mortgage Portfolio by aggregate Capital Balance of the Mortgage Loans are non-owner occupied residential loans intended to be taken out by a Borrower in relation to the purchase or re-mortgage of a property for letting purposes (a "**Buy-To-Let Loan**").

In relation to such Buy-To-Let Loans, the Borrower's ability to service such Mortgage Loans is likely to depend on the Borrower's ability to lease the relevant Properties on appropriate terms. The relevant Lending Criteria in respect of the Buy-To-Let Loans at the point of origination required that the relevant tenancy was an assured shorthold tenancy (in England and Wales) or a short assured tenancy (in Scotland). However, no assurance can be given that such requirements were actually adhered to by the relevant Borrower and the existence of or type of tenancy arrangements entered into by Borrowers of Buy-To-Let Loans has not been verified. Therefore, there can be no assurance that each such Property will be the subject of an existing tenancy when the relevant Mortgage Loan is acquired by the Issuer or that any tenancy which is granted will subsist throughout the life of the Mortgage Loan and/or that the rental income from such tenancy will be sufficient (whether or not there is any default of payment in rent) to provide the Borrower with sufficient income to meet the Borrower's interest obligations or capital repayments in respect of the Mortgage Loan and that any of these factors would not have an adverse effect on the ability of the Issuer to make repayments on the Notes. There can be no assurance that, in the event of a material downturn in the private rental market, the ability to make repayments on the Buy-to-Let Loans would not be adversely affected and as a consequence, the ability of the Issuer to make repayments under the Notes would not be adversely affected. Such a downturn could be precipitated by a range of factors, which may include (but are not limited to) an expansion of owner-occupied lending should credit conditions loosen and/or legislative changes affecting the sector, such as the introduction of rental caps or the regulation of the market or parts thereof.

Upon enforcement of a Mortgage in respect of a Property which is the subject of an existing tenancy, the Servicer may not be able to obtain, or may have difficulties in obtaining, vacant possession of the Property, for reasons including because the relevant tenancy may not be an assured shorthold tenancy. In such cases, the Servicer will only be able to sell the Property as an investment property with one or more sitting tenants. This may affect the amount which the Servicer could realise upon enforcement of the Mortgage and the sale of the Property. In such a situation, amounts received in rent may not be sufficient to cover all amounts due in respect of the Mortgage Loan. However, enforcement procedures in relation to such Mortgages (excluding any Scottish Mortgages) include appointing a receiver of rent, in which case such a receiver must collect any rents payable in respect of the Property and apply them accordingly in payment of any interest and arrears accruing under the Mortgage Loan. Under Scots law, a receiver cannot be appointed under a standard security (the Scottish equivalent to a legal mortgage) and the only enforcement which may be carried out under a standard security is a full enforcement of the security (i.e. it cannot be enforced selectively by, for instance, attaching to rental income). Accordingly, in Scotland, any attempt to secure the rental flows will depend upon the enforcement of the standard security.

Any of the above may lead to the reduction of amounts available to the Issuer and, ultimately, affect its ability to make payments under the Notes.

The UK Government has passed legislation restricting the amount of income tax relief that individual landlords can claim for residential property finance costs (such as mortgage interest) to the basic rate of tax. Such restriction will be introduced gradually from 6 April 2017. From 1 April 2016, a higher rate of stamp duty land tax ("**SDLT**") has applied to the purchase of additional residential properties (such as buy-to-let properties). The Scottish Government announced similar plans with effect from the same date in respect of land and buildings transaction tax ("**LBTT**") (broadly speaking, the equivalent in Scotland to SDLT). The current additional rate is three per cent. above the current SDLT and LBTT rates. The introduction of these measures may adversely affect the private residential rental market in England, Wales and Scotland in general, or (in the case of the restriction of income tax relief) the ability of individual Borrowers of Buy-to-Let Loans to meet their obligations under those Mortgage Loans.

Financial Services Compensation Scheme and "Help to Buy" Scheme not applicable

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, the Notes will not confer any entitlement to compensation under that scheme.

In March 2013, the UK Government announced the "Help to Buy" Scheme involving two separate proposals to assist home buyers. The first involves a shared equity loan made available by the UK Government to borrowers for the purchase of new homes. The shared equity loans became available from 1 April 2013. The second involves a guarantee provided by the UK Government for loans made to borrowers allowing up to a 95% LTV. The guarantee loans became available from 1 October 2013. A similar shared equity loan scheme is available in Scotland and administered by the Scottish Government. The Mortgage Loans in the Mortgage Portfolio do not benefit from any guarantee provided under the "Help to Buy" Scheme and as such no Mortgage Loan will have the benefit of any governmental guarantee or support or under the equivalent scheme in Scotland.

Realisation of Charged Assets and Liquidity Risk

The ability of the Issuer to redeem all the Notes in full and to pay amounts to the Noteholders including after the occurrence of an Event of Default, may depend upon whether the Mortgage Loans can be realised to obtain an amount sufficient to redeem the Notes. There is not at present an active and liquid secondary market in the United Kingdom for loans with characteristics similar to the Mortgage Loans. It may not, therefore, be possible for the Issuer or, as the case may be, the Security Trustee or a Receiver to sell the Mortgage Loans on appropriate terms should such a course of action be required.

Servicing of the Mortgage Loans and Reliance on Third Parties

If the appointment of the Servicer is terminated under the Servicing Agreement, it would be necessary for the Issuer (with the consent of the Security Trustee) to appoint a replacement servicer with experience of servicing residential property mortgage loans in the United Kingdom, **provided that** such appointment is on substantially the same terms as those set out in the Servicing Agreement and the then current ratings of the Notes are not adversely affected thereby. The ability of a replacement servicer to fully perform the required services would depend on the information, software and records available at the time of the relevant appointment.

The Servicer has the ability under the Servicing Agreement to sub-contract its obligations. Notwithstanding any such sub-contracting to any party or delegation of the performance of any of its obligations under the Servicing Agreement, the Servicer will remain responsible for the performance of such obligations under the Servicing Agreement.

The Servicer has no obligation themselves to advance payments that Borrowers fail to make in a timely fashion.

The Issuer is party to contracts with a number of other third parties who have agreed to perform services in relation to the Notes. In particular, but without limitation, the Cash Manager under the Cash Management Agreement, the Issuer Account Bank under the Issuer Account Bank Agreement, the Principal Paying Agent, the Agent Bank and the Registrar under the Agency Agreement and the

Corporate Services Provider under the Corporate Services Agreement have all agreed to provide services with respect to the Notes and the Residual Certificates. If any of the above parties (i) were to fail to perform their obligations under the respective agreements to which they are a party; or (ii) were to resign from their appointment; or (iii) if their appointment under the agreements to which they are a party were to be terminated in accordance with the terms of the Transaction Documents (in each case, without being replaced by a suitable replacement party that is able to perform such services, has at least the minimum required ratings and holds the required licences); or (iv) in the event of the insolvency of the Paratus Account Bank, Global Collection Account Bank or Issuer Account Bank, the collections on the Mortgage Portfolio or the payments to the Noteholders and the Certificateholders may be disrupted or otherwise adversely affected, which, in turn, may negatively impact the value of the Notes and the ultimate return on the Notes. However, to an extent such risks are mitigated by provisions in the relevant agreements which stipulate that no resignation or termination of the relevant service provider will be effective unless a replacement service provider of certain required standing, with certain required qualifications, having at least the required ratings or holding the required licences (as applicable) is appointed in accordance with the terms of the relevant agreements.

Title of the Issuer

Legal title to all of the Mortgage Loans and (subject to registration or recording at Her Majesty's Land Registry in England and Wales (the "**Land Registry**") or the Registers of Scotland) their related Mortgages are currently vested in the Legal Title Holder.

Legal title to the Mortgage Loans and their related Mortgages will only be transferred to the Issuer in the limited circumstances described in the section entitled "*Assignment of the Mortgage Loans and Related Security*". Prior to the Issuer obtaining legal title to the Mortgage Loans, Mortgages and other Related Security, a *bona fide* purchaser from the Legal Title Holder of any of such Mortgage Loans, Mortgages and other Related Security for value without notice of any of the interests of the Issuer or the Security Trustee might obtain a good title free of any such interest. However, the risk of third party claims obtaining priority to the interests of the Issuer or the Security Trustee in this way is likely to be limited to circumstances arising from a breach by the Legal Title Holder of its contractual obligations or fraud, gross negligence or mistake on the part of the Legal Title Holder or the Issuer or their respective personnel or agents. Further, the rights of the Issuer and the Security Trustee may be or become subject to the direct rights of the Borrowers against the Legal Title Holder. Such rights may include the rights of set off which arise in relation to transactions made between certain Borrowers and the Legal Title Holder and the right of the relevant Borrowers to redeem their Mortgage Loans by repaying the relevant Mortgage Loan directly to the Legal Title Holder. These rights may result in the Issuer receiving less monies than anticipated from the Mortgage Loans. In respect of Scottish Mortgage Loans, references in this Prospectus to 'set-off' are to be read as references to analogous rights in Scotland.

Until the Issuer obtains legal title to the Mortgage Loans, their related Mortgages and the Related Security, the sale of the English Mortgage Loans and their related Mortgages and Related Security will take effect in equity only. The sale of Scottish Mortgage Loans and their related Mortgages and Related Security will take effect as a contractual sale only on the Closing Date. The transfer of such Scottish Mortgage Loans and their related Mortgages from the Sellers to the Issuer will be given effect by the Scottish Declaration of Trust (as described in the section entitled "*Assignment of the Mortgage Loans and Related Security*") by which the beneficial interest in such Scottish Mortgage Loans and their related Mortgages and Related Security will be granted in favour of the Issuer. The holding of a beneficial interest under a Scottish trust has (broadly) equivalent legal consequences in Scotland to the holding of an equitable interest in England and Wales, as described in the paragraph above (namely, the Issuer's interest in the property held on trust may become subject to the interests of *bona fide* third party purchasers who have perfected title to the relevant property). Similarly, prior to notice of the trust being given to a Borrower, there is a risk that the Borrower may exercise certain rights of set-off against the Legal Title Holder.

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

Further, unless (i) notice of the assignment was given to the Borrowers in respect of the English Mortgage Loans and their Related Security, and (ii) an assignation of the Scottish Mortgage Loans and their Related Security is effected by the Legal Title Holder to the Issuer and notice thereof is then given to the

Borrowers in respect of the Scottish Mortgage 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 Legal Title Holder under the relevant Mortgage Loan. These rights may result in the Issuer receiving reduced payments on the Mortgage Loans. The transfer of the benefit of any Mortgage 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 Mortgage 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 Mortgage Portfolio, see *"Set-off may adversely affect the value of the Mortgage Portfolio or any part thereof"* below.

Set-off may adversely affect the value of the Mortgage Portfolio or any part thereof

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

The Borrowers may be entitled to exercise certain independent or equitable set-off rights against the Issuer. Subject to the paragraph below in relation to the crystallisation of Borrowers' rights of set-off following receipt of notice of assignment, independent set-off will arise in connection with transactions that are unconnected with the relevant Borrower's Mortgage Loan. Generally, an independent right of set-off could include, but is not limited to, claims by a Borrower for unpaid wages or pension liabilities (though the Seller will represent and warrant that the Borrowers are not employees of the Legal Title Holder). An independent right of set-off could also arise where the legal title holder of the Mortgage Loans is a credit institution and the relevant borrower holds an unconnected savings or deposit account with such legal title holder. However, the Legal Title Holder is not a deposit-taking institution and is not authorised to hold client money as at the date of this Prospectus.

Equitable set-off rights may arise in connection with a transaction connected with a Mortgage Loan. An equitable right of set-off could arise where the Seller or the Legal Title Holder (as the lender of record) or an Originator of the relevant Mortgage Loan has failed to make a Further Advance, Product Switch or Port to the Borrower having made a commitment to do so or has become bound to agree to a Port in accordance with the relevant Mortgage Conditions, or where the Legal Title Holder or the Originator of the relevant Mortgage Loan is in breach of contract under the relevant Mortgage Loan.

Once notice has been given to the Borrowers of the assignment or assignation of the Mortgage Loans and their Related Security to the Issuer, independent set-off rights which a Borrower has against the Legal Title Holder will crystallise and further rights of independent set-off would cease to accrue from that date and no new rights of independent set-off could be asserted following that notice. Independent set-off rights against the relevant Originator (other than where the Legal Title Holder was the Originator) would have crystallised on notice of transfer to the Legal Title Holder. Set-off rights arising under *"transaction set-off"* (being those set-off claims arising out of a transaction connected with the Mortgage Loan) will not be affected by that notice and will continue to exist.

The relevant Borrower may set off any claim for damages arising from an Originator's or the Legal Title Holder's breach of contract against the Legal Title Holder and the Issuer's (as equitable assignee or or holder of the beneficial interest in or beneficiary in respect of the Mortgage Loans and their Related Security) claim for payment of principal and/or interest under the relevant Mortgage Loan as and when it becomes due. These set-off claims will constitute transaction set-off, as described above.

The amount of any such claim against the Legal Title Holder 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 Legal Title Holder 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 Legal Title Holder 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 Mortgage Loan and the interest rate at which the Borrower could borrow money in the market on the new

property. In addition to the difference in the cost of borrowing, the relevant Borrower could also set off any direct losses arising from the Legal Title Holder'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 find an alternative source of funds, he or she may have a claim in respect of other indirect losses arising from an Originator or Legal Title Holder's breach of contract where there are special circumstances communicated by the Borrower to the relevant Originator at the time the Borrower entered into the Mortgage Loan 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 Mortgage Loans and the realisable value of the Mortgage Portfolio and/or the ability of the Issuer to make payments under the Notes.

Payment Protection Insurance

The Originators (including the Seller) may be exposed directly or indirectly (via a broker network) to the inherent risks relating to the mis-selling of financial products, acting in breach of regulatory principles or requirements and giving negligent advice or other conduct determined by regulators to be inappropriate, unfair or non-complaint with applicable law or regulations. The Seller's approach to provisions for historic mis-selling issues such as PPI Policy is based on the views and requirements of the regulators. Any change in the regulators' current approach could have a material impact.

In November 2015, the FCA published a consultation paper (CP15/39 - Rules and guidance on payment protection insurance complaints) on new rules and guidance on the handling of PPI Policy claims that proposed, among other things, a time limit on PPI Policy claims (which of itself could be subject to judicial challenge) and a dedicated marketing campaign to inform consumers of the deadline. The FCA revisited the issue in a further consultation paper (CP 16/20 - Rules and guidance on payment protection insurance complaints: feedback on CP15/39 and further consultation) in August 2016, which proposed further changes to the rules and guidance on the handling of PPI Policy complaints in the light of the UK Supreme Court's decision in *Plevin v Paragon Personal Finance Ltd* [2014] UKSC 61 ("**Plevin**"), proposed a deadline of June 2019 for new PPI Policy complaints and reconsidered the FCA's approach to redress calculations in relation to profit share. The FCA had originally intended to issue final rules and guidance by the end of December 2016. While it is unclear when it will now do so, it is expected to make a further announcement in Q1 2017. It is likely that this delay will affect the final deadline imposed for new PPI Policy claims. These new variables (including as to timing) create challenges to accurately model future redress relating to past sales of PPI Policy with certainty. Forecast future complaint volumes relating to the Mortgage Loans comprising the Mortgage Portfolio are difficult to predict and may increase, albeit the complaints to date have mostly been relevant to possible cases of mis-selling by a broker network, rather than the Originators themselves.

In *Plevin*, the UK Supreme Court held that, judged on its own facts, non-disclosure of the amount of commissions payable in connection with the sale of a single premium PPI Policy to a customer could create an unfair relationship under the provisions of the UK Consumer Credit Act. The Seller has not yet determined any possible wider impact of such decision on its historical sales of PPI Policies.

LIBOR reform

Following investigations into alleged manipulation of the London Inter-Bank Offered Rate as set by the British Bankers' Association (the "**BBA**") and other benchmarks, various reforms have been made, and continue to be made, to the regulation of benchmarks at UK, EU and international levels. The administration of the London Inter-Bank Offered Rate and certain other specified benchmarks has been a regulated activity in the UK since 2013. Also in 2013, the European Commission published a legislative proposal for a proposed Regulation on indices used as benchmarks in financial instruments and financial contracts. The resulting Benchmarks Regulation was published in the Official Journal of the EU in June 2016 and will apply from 1 January 2018. The Benchmarks Regulation will impose new requirements on the administrators and users of, and contributors to, benchmarks used in the EU. In 2014, ICE Benchmark

Administration Limited ("**IBA**") replaced the BBA as the administrator of the London Inter-Bank Offered Rate.

Investors should be aware that: (a) actions taken by IBA as the administrator of LIBOR, or further action taken by regulators or law enforcement agencies may affect LIBOR (and/or the determination thereof) in unknown ways, which could adversely affect the value and liquidity of the Rated Notes; (b) amendments to the UK regulatory framework to reflect the requirements of the Benchmarks Regulation (Regulation (EU) 2016/1011) may affect the determination of LIBOR; and (c) reforms to the determination of LIBOR could have the effect of a sudden or prolonged increase or decrease in LIBOR and may have an adverse impact on the value of the Notes and the payment of interest thereunder.

Further, any uncertainty with respect to LIBOR may (i) affect the ability of the Borrowers to pay amounts owed under the LIBOR-Linked Mortgage Loans and SVR Loans (as to which please see the section titled "*Delinquencies or Default by Borrowers in paying amounts due on their Mortgage Loans*" above) and (ii) impact upon the determination of the rate of interest payable on the SVR Loans and LIBOR-Linked Mortgage Loans including, in the case of the SVR Mortgage Loans with respect to the SVR Floor. Such uncertainty may adversely affect the interest payable on some of the underlying Mortgage Loans.

General Regulatory Considerations

No assurance can be given that any relevant regulatory authority will not in the future take action or that future adverse regulatory developments will not arise with regard to the mortgage market in the United Kingdom generally, the non-conforming mortgage loan market or specifically in relation to the Seller, the Legal Title Holder or the Servicer. Any such action or developments may have a material adverse effect on the Mortgage Loans, the Seller, the Legal Title Holder, the Issuer or the Servicer and their respective businesses and operations. In particular, the cost of compliance with any such regulation, action or requirement may adversely affect the ability of the Issuer to meet its financial obligations under the Transaction Documents and the Notes.

Certain Regulatory considerations

Regulation of Mortgage Business

In the United Kingdom, regulation of residential mortgage business under the FSMA came into force on 31 October 2004 (the date known as "**N(M)**"). Residential mortgage lending under the FSMA is regulated by the FCA and the PRA (these organisations took over the responsibilities of the FSA after 1 April 2013). Subject to certain exclusions, entering into, arranging or advising in respect of or administering Regulated Mortgage Contracts (or agreeing to do any of these things) are regulated activities under the FSMA requiring either authorisation from the FCA or a legal exemption.

The Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (as amended) (the "**Regulated Activities Order**") sets out certain exclusions to these regulated activities. Among other things, these exclusions state that a person who is not an authorised person does not carry on the regulated activity of administering a regulated mortgage contract where he: (i) arranges for another person, being an authorised person with permission to carry on an activity of that kind, to administer the contract; or (ii) administers the contract himself during a period of not more than one month beginning with the day on which any such arrangement comes to an end.

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.

Before 21 March 2016 a credit agreement was a "**Regulated Mortgage Contract**" under the FSMA if, it was entered into on or after N(M) or originated prior to N(M) but varied on or after N(M) such that a new contract is entered into and if, at the time it is entered into met the following conditions: (a) the borrower is an individual or trustee, (b) the contract provides for the obligation of the borrower to repay to be secured by a first legal mortgage (or Scottish first ranking standard security) on land (other than timeshare accommodation) in the UK and (c) at least 40 per cent. of that land is used, or is intended to be used, as or in connection with a dwelling by the borrower or (in the case of credit provided to trustees) by an

individual who is a beneficiary of the trust or by a related person (broadly, the borrower's spouse, near relative or a person with whom the borrower has a relationship which is characteristic of a spouse). From 21 March 2016, the definition of "**Regulated Mortgage Contract**" has changed in line with the Mortgage Credit Directive as implemented in the United Kingdom by the Mortgage Credit Directive Order 2015 (SI 2015/910) (the "**MCD Order**"). The impact of this is that, a credit agreement no longer needs to be a first charge mortgage to fall within the definition of a Regulated Mortgage Contract and the mortgage is not limited to land in the UK but includes land in the EEA.

By expanding the definition of Regulated Mortgage Contract in this way, the MCD Order brought various mortgage contracts that had not previously qualified as Regulated Mortgage Contracts within the scope of mortgage regulation under the FSMA. In general, buy-to-let credit agreements entered into on or after N(M) should not be Regulated Mortgage Contracts, however, the Mortgage Credit Directive does introduce a light touch regulatory regime for consumer buy-to-let mortgage contracts originated on or after 21 March 2016. This and other changes to mortgage regulation as a result of the implementation of the Mortgage Credit Directive are described in "*Mortgage Credit Directive*" below.

The Seller, the Legal Title Holder and the Servicer are each authorised and hold the permissions necessary to enter into and to administer Regulated Mortgage Contracts. Subject to certain exemptions, brokers are required to be authorised 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. The Issuer does not require authorisation in order to acquire legal or beneficial title to a Regulated Mortgage Contract. The Issuer does not carry on the regulated activity of administering Regulated Mortgage Contracts by appointing the Servicer (which has the required authorisation and permission under the FSMA) to administer them pursuant to a servicing agreement. If the Servicing Agreement terminates, however, the Issuer will have a period of one month in which to arrange for the Mortgage Loans to be administered by a replacement servicer having the required FSMA authorisation and permission.

In addition the Issuer is not required to be authorised by the FCA under Part 4A of the FSMA in order to hold beneficial title to the Mortgage Loans. As at the Closing Date the Issuer will only hold beneficial title to the Mortgage Loans. In the event that legal title is transferred to the Issuer upon the occurrence of a Perfection Event, in respect of Mortgage Loans that are regulated credit agreements, the Issuer expects that it will be exempt from carrying on a regulated activity under article 60B(2) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, on the basis that the Issuer will have appointed a servicer in respect of the Mortgage Loans and the Issuer is not expected to grant credit; as such the Issuer will not require, and does not propose to obtain, authorisation under Part 4A of the FSMA. However, in the event that a Mortgage Loan is varied, such that a new contract is entered into and that contract constitutes a Regulated Mortgage Contract, then the arrangement of, advice on, administration of and entering into of such variation would need to be carried out by an appropriately authorised entity. In addition, on and after N(M), no variation has been or will be made to the Mortgage Loans where it would result in the Issuer arranging or advising in respect of, administering or entering into a Regulated Mortgage Contract or agreeing to carry on any of these activities, if the Issuer would be required to be authorised under the FSMA to do so.

The FCA's Mortgages and Home Finance: Conduct of Business sourcebook ("**MCOB**"), which sets out rules under the FSMA for regulated mortgage activities, was published 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 repossession.

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 a rule made under the FSMA, including those in MCOB. The borrower may set off the amount of the claim against the lender for contravention of MCOB against the amount owing by the borrower under the loan or any other loan that the borrower has taken with the lender (or exercise analogous rights in Scotland). Any such set-off may adversely affect the Issuer's ability to make payments on the Notes.

In June 2010, the FSA made changes to MCOB which effectively converted previous guidance on the policies and procedures to be applied by authorised firms with respect to forbearance in the context of Regulated Mortgage Contracts into formal mandatory rules. Under the new rules, a firm is restricted from repossessing a property unless all other reasonable attempts to resolve the position have failed and, in

complying with such restriction, a firm is required to consider whether, given the relevant borrower's circumstances, it is appropriate to take certain actions. Such actions refer to (amongst other things) the extension of the term of the mortgage, product type changes and deferral of interest payments. As a result, MCOB may operate in certain circumstances to require the Servicer to take certain forbearance-related actions which do not comply with the Transaction Documents (and, in particular, the asset servicing arrangements contemplated by such Transaction Documents) in respect of one or more Mortgage Loans. No assurance can be made that any such actions will not impact adversely on the Issuer's ability to make payments on the Notes, although the impact of this will depend on the number of Mortgage Loans which involve a Borrower who experiences payment difficulties.

As a general rule, it is intended that Regulated Mortgage Contracts are not within the scope of the Consumer Credit Act 1974, as amended (the "CCA"). A court order under section 126 of the CCA is, however, necessary to enforce a land mortgage (including, in Scotland, a standard security) securing a Regulated Mortgage Contract to the extent that the credit agreement would, apart from the exemption referred to above, be regulated by the CCA or treated as such. Where a credit agreement is regulated by the CCA or treated as such, any failure to comply may render the contract unenforceable (in some cases without a court order) as to which see further *"Risk Factors – Regulation of consumer credit in the UK"* below.

The Seller will give certain warranties to the Issuer in the Mortgage Sale Agreement that, among other things, each Mortgage Loan and its Related Security is enforceable (subject to certain exceptions). If a Mortgage Loan or its Related Security does not comply with these warranties, and if the default (if capable of remedy) cannot be or is not cured within the time periods specified in the Mortgage Sale Agreement, then the Seller will, upon receipt of notice from the Issuer, and subject to the expiry of applicable cure periods, be liable to repurchase the relevant Mortgage Loans and their Related Security from the Issuer in accordance with the Mortgage Sale Agreement.

Expansion of MCOB

In October 2009, the FSA launched a wide-ranging mortgage market review ("MMR"). In October 2012, it published a policy statement, with final rules coming into force in April 2014 subject to certain transitional arrangements.

The FCA started to track firms' progress towards implementation of the MMR from the second quarter of 2013, and mortgages entered into on or after 26 April 2014 must comply with these new rules. The rules apply to a Mortgage Loan where (i) it is entered into on or after 26 April 2014; or (ii) where it is varied so as to increase the principal amount outstanding under the relevant Mortgage Loan (e.g. by way of further advance) on or after 26 April 2014 and in each case provided MCOB applies to the Mortgage Loan generally as a Regulated Mortgage Contract. To the extent that further advances are made which constitute new Mortgage Loans, or a Mortgage Loan is varied and in so doing a new Mortgage Loan is created under the new terms and such Mortgage Loan is a Regulated Mortgage Contract, then these new rules would apply.

The MMR changes impacted on both Regulated Mortgage Contract lenders and intermediaries. For lenders, the principal changes focused upon responsible lending and include:

- more thorough verification of borrowers' income (no self-certification of income, mandatory third party evidence of income required);
- assessments of affordability of interest-only loans on a capital and interest basis unless there is a clearly understood and believable alternative source of capital repayment;
- application of interest rate stress-tests – lenders must consider likely interest rate movements over a minimum period of 5 years from the start of the mortgage term;
- when making underwriting assessments lenders must take account of future changes to income and expenditure that a lender knows of or should have been aware of from information gathered in the application process; and

- lenders may base their assessment of customers' income on actual expected retirement age rather than state pension age. Lenders will be expected to assess income into retirement to judge whether the affordability tests can be met.

There are also significant changes to mortgage distribution and advice requirements in sales, arrears management and requirements on contract variations such as when additional borrowing is requested.

To the extent that the new rules do apply to any of the Mortgage Loans, failure to comply with these rules may entitle a Borrower to claim damages for loss suffered or set-off the amount of the claim against the amount owing under the Mortgage Loan. Any such claim or set-off may adversely affect the Issuer's ability to make payment on the Notes.

Financial promotions regime

The regime under the FSMA regulating financial promotions covers the content and manner of the promotion of agreements relating to qualifying credit and by whom such promotions can be issued or approved. In this respect, the FSMA financial promotions 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 (such as the Servicer) 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 promotions) is a criminal offence and renders the Regulated Mortgage Contract or other secured credit agreement in question unenforceable against the borrower except with the approval of a court.

Regulation of consumer credit in the UK

Certain lending in the United Kingdom is regulated by the CCA. The regulator for credit agreements regulated by the CCA was the OFT before 1 April 2014, which issued licences and guidance on conduct of business under the CCA, from 1 April 2014 the FCA has been responsible for the regulation of consumer credit and issues authorisation and permission and sets the rules and guidance on conduct of business under FSMA. The FCA is also the regulator for Regulated Mortgage Contracts under the FSMA.

In connection with the transfer of responsibility for the regulation of consumer credit activities from the OFT to the FCA on 1 April 2014, the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (the "**RAO**") was amended to bring a number of consumer credit related activities (which were previously licensed under the CCA) within the scope of the FSMA framework. From that date: (a) carrying on certain credit-related regulated activities (such as entering into a regulated credit agreement as lender or exercising, or having the right to exercise, the lender's rights and duties under a regulated credit agreement (e.g. servicing)) otherwise than in accordance with permission from the FCA will render the credit agreement unenforceable without FCA approval; and (b) the FCA has power to render unenforceable contracts made in contravention of its rules on cost and duration of credit agreements or in contravention of any temporary product intervention rules ("**TPIRs**"). Additionally, the Financial Services Act 2012 provides for formalised cooperation between the FCA and the Financial Ombudsman Service, particularly where issues identified potentially have wider implications, with a view to the FCA requiring affected firms to operate consumer redress schemes.

A number of CCA provisions remain in force following the transfer of consumer credit regulation to the FSMA framework. These include documentation and origination procedures relating to regulated credit agreements and pre- and post-contract disclosure. As a result, credit agreements previously solely regulated by the CCA have, since 1 April 2014, become subject to both the CCA and the FSMA (and its associated secondary legislation) and the rules and guidance contained in the FCA Handbook.

A credit agreement is regulated by both FSMA and the CCA where it was made on or after 1 April 2014 and it is an agreement between an individual or relevant recipient of credit ("A") and any other person ("B") under which B provides A with credit of any amount and is not an exempt agreement under Articles 60C to 60H of the RAO (which exempt, amongst other things, Regulated Mortgage Contracts). For this purpose, a "relevant recipient of credit" is (a) a partnership consisting of two or three persons not all of whom are bodies corporate, or (b) an unincorporated body of persons which does not consist entirely of bodies corporate and is not a partnership.

Credit agreements made before 1 April 2014 are regulated by the CCA where: (a) the Borrower was or

included an "individual" as defined in the CCA; (b) (if the credit agreement was made before 6 April 2008) the amount of credit did not exceed the financial limit of £25,000 for credit agreements made on or after 1 May 1998, or lower amounts for credit agreements made before that date and (c) the credit agreement was not an exempt agreement under the CCA. The upper financial limit of £25,000 was removed on 6 April 2008.

Any credit agreement intended to be a Regulated Mortgage Contract under FSMA, or unregulated, might instead be wholly or partly regulated by the CCA or be treated as such, and any credit agreement intended to be regulated by the CCA or be treated as such, or unregulated, might instead be a Regulated Mortgage Contract under FSMA because of technical rules on:

- (a) determining whether any credit under the CCA arises, or whether any applicable financial limit of the CCA is exceeded;
- (b) determining whether the credit agreement is an exempt agreement under the CCA (for example, certain types of credit agreement to finance the purchase of, or alteration to, homes or business premises, or Regulated Mortgage Contracts under FSMA); or
- (c) amendments made to credit agreements.

Any lender or broker undertaking consumer credit business, including where a credit agreement is only partly regulated by the CCA or treated as such must comply with requirements under the CCA as to licensing (or, following 1 April 2014, FCA authorisation of lenders and brokers), documentation and origination procedures of credit agreements and (in so far as applicable) pre-contract disclosure. If it does not comply with those requirements, then to the extent that the credit agreement is regulated by the CCA or treated as such, it is unenforceable against the borrower (a) without an order of the FCA or the court, if the lender or any broker did not hold the required licence or authorisation at the relevant time, (b) totally, for a credit agreement entered into before 6 April 2007, if the form of such credit agreement was not signed by the borrower personally or omits or mis-states a "prescribed term" or (c) without a court order in other cases and, in exercising its discretion whether to make the order, the court would take into account any prejudice suffered by the borrower and any culpability of the lender.

A court order under section 126 CCA is necessary to enforce a land mortgage, securing a CCA regulated agreement, a Regulated Mortgage Contract or a consumer credit agreement that would, but for article 60D of the RAO, be a regulated agreement. In dealing with such application, the court has the power, if it appears just to do so, to amend the loan, further advance or credit agreement or to impose conditions upon its performance or to make a time order (for example, giving extra time for arrears to be cleared).

Under section 75 of the CCA, in certain circumstances the lender is liable to the borrower in relation to misrepresentation and breach of contract by a supplier in a transaction financed by a credit agreement that is wholly or partly regulated by the CCA or treated as such, where the credit agreement is or is treated as entered into under pre-existing arrangements, or in contemplation of future arrangements, between the lender and the supplier. In addition, 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 (under FSMA) of a rule under FSMA. From 1 April 2014, such rules include rules in the Consumer Credit Sourcebook ("**CONC**"). The borrower may set off the amount of the claim against the lender against the amount owing by the borrower under the loan or under any other loan agreement that the borrower has taken with the lender (or exercise analogous rights in Scotland). Any such set-off may adversely affect the Issuer's ability to make payments on the Notes.

Sections 140A-C of the CCA contain an "unfair relationship" test that applies to all credit agreements, other than Regulated Mortgage Contracts under the FSMA, thus including buy-to-let loans. If the court makes a determination that the relationship between a lender and a borrower is unfair, then it may make an order, among other things, requiring an Originator, or any assignee such as the Legal Title Holder, to repay amounts received from such borrower. In applying the "unfair relationship" test, the courts are able to consider a wider range of circumstances surrounding the transaction, including the creditor's and the lender's conduct before and after making the agreement. There is no statutory definition of the word "unfair" in the CCA as the intention is for the test to be flexible and subject to judicial discretion and it is therefore difficult to predict whether a court would find a relationship "unfair". However, the word "unfair" is not an unfamiliar term in UK legislation due to the UTCCR and, subsequently, the CRA (as defined below). The courts may, but are not obliged to, look solely to the CCA for guidance. The

principle of "treating customers fairly" under the FSMA, and guidance published by the FSA and, as of 1 April 2013, the FCA on that principle and by the OFT on the unfair relationship test, may also be relevant. Under the CCA, once the debtor alleges that an "unfair relationship" exists, the burden of proof is on the creditor to prove the contrary. The Supreme Court's judgment in *Plevin* has clarified that compliance with the relevant regulatory rules by the creditor (or a person acting on behalf of the creditor) does not preclude a finding of unfairness, as a wider range of considerations may be relevant to the fairness of the relationship than those which would be relevant to the application of the rules.

Early repayment charges are restricted by a formula under the CCA, which applies to the extent that the credit agreement is regulated by the CCA or is treated as such. A more restrictive formula applies generally to all such credit agreements made on or after 11 June 2010. This may have an adverse effect on the enforceability of certain Mortgage Loans and consequently the Issuer's ability to make payment in full on the Notes when due.

The Originators, the Seller, the Legal Title Holder and the Servicer have had to interpret certain technical rules under the CCA in a way common with many other lenders in the mortgage market. If such interpretation were held to be incorrect by a court or the Ombudsman (as defined below), then a Mortgage Loan, to the extent that it is regulated by the CCA or treated as such, could be unenforceable as described above. If such interpretation were challenged by a significant number of Borrowers, then this could lead to significant disruption and shortfall in the income of the Issuer. Court decisions have been made on technical rules under the CCA against certain mortgage lenders, but such decisions are very few and are generally county court decisions which are not binding on other courts.

The Seller will give warranties to the Issuer in the Mortgage Sale Agreement that, among other things, each Mortgage Loan and its Related Security is enforceable (subject to exceptions). If a Mortgage Loan or its Related Security does not comply with these warranties, and if the default cannot be or is not cured within the time periods specified in the Mortgage Sale Agreement, then the Seller will, prior to the Optional Redemption Date and upon receipt of notice from the Issuer, be liable, subject to the expiry of applicable cure periods, to repurchase the relevant Mortgage Loan(s) and their Related Security from the Issuer.

Mortgage Credit Directive

On 31 March 2011, the European Commission published a proposal for a directive on credit agreements relating to residential immovable property for consumers. The Council of the European Union adopted the resulting directive (Directive 2014/17/EU) (the "**Mortgage Credit Directive**") on 28 January 2014. Member States were required to implement the Mortgage Credit Directive into national law by 21 March 2016.

The Mortgage Credit Directive aims to create an EU-wide mortgage credit market with a high level of consumer protection. It applies to: (a) credit agreements secured by a mortgage or comparable security commonly used in a member state of the EU (a "**Member State**") on residential immovable property, or secured by a right relating to residential immovable property; and (b) credit agreements the purpose of which is to finance the purchase or retention of rights in land or in an existing or proposed residential building. It also extends the Consumer Credit Directive (2008/48/EC) to (c) unsecured credit agreements the purpose of which is to renovate residential immovable property involving a total amount of credit above €75,000.

In the UK, the Mortgage Credit Directive was implemented in part by the MCD Order. In outline, the MCD Order has: (i) put in place a new regulatory regime for consumer buy-to-let mortgages ("**CBTL Mortgages**"); (ii) widened the definition of a Regulated Mortgage Contract to include second charge mortgages; and (iii) transferred the regulation of some existing regulated credit agreements (e.g. second charge loans) from the consumer credit regime to the regime that applies to Regulated Mortgage Contracts. The MCD Order took effect for most purposes on 21 March 2016, the date on which the MCD became effective, although it was amended on 16 March 2016 by the Financial Services and Markets Act 2000 (Regulated Activities) (Amendment) Order 2016 (SI 2016/392) to apply to certain agreements dating from before 21 March 2016. As a result, the MCD Order also regulates certain credit agreements secured on land that were in existence at 21 March 2016, including existing second charge mortgages ("**consumer credit back book mortgage contracts**"). Certain provisions of MCOB will become applicable to these consumer credit back book mortgage contracts. These include the rules relating to post-sale disclosure (MCOB 7), charges (MCOB 12) and arrears, payment shortfalls and repossessions

(MCOB 13). General conduct of business standards will also apply (MCOB 2). This process is subject to detailed transitional provisions that are intended to retain certain customer protections in CONC and the CCA that are not contained within MCOB.

On 22 July 2015, the Mortgage Credit Directive Order (Amendment) Order 2015 (the "**MCD (Amendment) Order**") was published. Articles 1 and 2 of the MCD Amendment Order came into force on 20 September 2015. Article 3 came into force on 21 March 2016. The MCD (Amendment) Order: (i) provides that the availability of a transitional arrangement for new loans secured by a second or subsequent mortgage is determined at the first contact with a customer, whether that contact is made by a mortgage lender or an intermediary; and (ii) clarified the regulatory status of a small number of existing buy-to-let mortgages.

In parallel, the FCA consulted on the implementation of this new framework, making its Mortgage Credit Directive Instrument 2015, also on 25 March 2015. The legislation came into force on 21 March 2016, creating a new distinction between consumer buy-to-let ("**CBTL**") mortgages and buy-to-let mortgage agreements wholly or predominantly for the purposes of a business carried on, or intended to be carried on, by the borrower ("**Unregulated BTL Agreements**"). The legislation sets out a series of circumstances which would indicate a buy-to-let customer is acting by way of business. The UK Treasury has stated that they would expect CBTL activity to represent a small proportion of total buy-to-let transactions. A firm entering into a CBTL as a lender, acting as an administrator, intermediary, arranger or carrying out advisory services in relation to CBTL mortgages must be registered with the FCA and will be subject to conduct of business rules in respect of both the origination and servicing of CBTL mortgages.

On 27 March 2015, the FCA published Policy Statement PS 15/9, which contains the final text of the Handbook material giving effect to the Mortgage Credit Directive. This Handbook material contained extensive changes to MCOB. The rules took effect from 21 March 2016, although lenders had the option to elect to apply them from 21 September 2015. On 5 June 2015 the FCA published a further policy statement, PS 15/11, making further handbook changes to give effect to the Mortgage Credit Directive. In particular, these changes resulted in certain consumer buy-to-let mortgage business becoming subject to the FCA's dispute resolution rules and the jurisdiction of the Financial Ombudsman Service (discussed below). Any further changes to MCOB or changes in the regulatory framework may adversely affect the Mortgage Loans, the Seller and/or the Servicer and their respective businesses and operations.

FCA powers to make temporary product interventions

Section 137D of the FSMA permits the FCA to make TPIRs prohibiting authorised persons from taking a number of actions, including entering into specified contracts with any person or with a specified person. The FCA is normally obliged to consult the public and prepare a cost-benefit analysis before making any rules but the TPIRs are an exception to this requirement which allow the FCA to make rules without consultation, if it considers that it is necessary or expedient to do so. TPIRs are intended to offer protection to consumers in the short term whilst either the FCA or the industry develop more permanent solutions and, in any event, are limited to a maximum duration of 12 months. In relation to agreements entered into in breach of a TPIR, the FCA's rules may provide: (i) for the relevant agreement or obligation to be unenforceable (although any unenforceability provision would only apply to sales made after the introduction of the rules); (ii) for the recovery of any money or other property paid or transferred under the agreement; or (iii) provide for the payment of compensation for any loss sustained under the relevant agreement or obligation.

In March 2013 the FSA published a Statement of Policy "The FCA's use of temporary product intervention rules" following a consultation addressing when and how the FCA would consider making TPIRs. According to the Statement of Policy, the FCA will consider making TPIRs where it identifies a risk of consumer detriment arising from a product or practice and will make the rules if it deems prompt action is necessary to reduce or prevent that detriment. In particular, the FCA will consider factors such as the potential scale of detriment in the market and potential scale of detriment to individual customers, whether particular groups of customers (especially vulnerable customer groups) are more likely to suffer detriment, the market context and whether the use of TPIRs will have any unintended consequences.

Distance Marketing

In the United Kingdom, the Financial Services (Distance Marketing) Regulations 2004 apply to, *inter alia*, credit agreements entered into on or after 31 October 2004 by means of distance communication (i.e. without any substantive simultaneous physical presence of the originator and the borrower). A Regulated Mortgage Contract under the FSMA, if originated by a UK lender from an establishment in the UK, will not be cancellable under these regulations but will be subject to related pre-contract disclosure requirements in MCOB. Certain other credit agreements will be cancellable under these regulations if the borrower does not receive the prescribed information at the prescribed time, or in any event for certain unsecured lending. Where the credit agreement is cancellable under these 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.

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

- (a) 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 beginning with the day of the borrower sending the notice of cancellation or, if later, the originator receiving notice of cancellation;
- (b) the borrower is liable to pay interest, or any early repayment charge or other charge for credit under the cancelled agreement, only if the borrower received certain prescribed information at the prescribed time and if other conditions are met; and
- (c) any security is treated as never having had effect for the cancelled agreement.

If a significant portion of the Mortgage Loans are characterised as being cancellable under these regulations, then there could be an adverse effect on the Issuer's receipts in respect of the Mortgage Loans, affecting the Issuer's ability to make payments in full on the Notes and Residual Certificates when due.

Unfair Terms in Consumer Contracts Regulations 1994 and 1999

In the United Kingdom, the Unfair Terms in Consumer Contracts Regulations 1999 as amended (the "**1999 Regulations**"), together with (in so far as applicable) the Unfair Terms in Consumer Contracts Regulations 1994 (together with the 1999 Regulations, the "**UTCCR**"), apply to agreements made on or after 1 July 1995 and before 1 October 2015 and affect all or almost all of the Mortgage Loans.

The UTCCR provide that a consumer (which would include a borrower under a CBTL) may challenge a standard term in an agreement on the basis that it is "unfair" within the UTCCR and therefore not binding on the consumer (although the rest of the agreement will remain enforceable if it is capable of continuing in existence without the unfair term), and the lead enforcement body and any "qualifying body" within the UTCCR (such as the FCA) may seek to enjoin (or in Scotland, interdict) a business from relying on unfair terms.

The UTCCR will not generally affect terms which define the main subject matter of the contract, such as the borrower's obligation to repay the principal, or price terms, **provided that** these terms are written in plain and intelligible language and are drawn adequately to the consumer's attention. The UTCCR may affect terms that are not considered to be terms which define the main subject matter of the contract or price terms, such as the lender's power to vary the interest rate and certain terms imposing early repayment charges and mortgage exit administration fees. For example, if a term permitting the lender to vary the interest rate (as the Legal Title Holder is permitted to do) is found to be unfair, the borrower will not be liable to pay interest at the increased rate or, to the extent that the borrower has paid it, will be able, as against the lender, or any assignee such as the Issuer, to claim repayment of the extra interest amounts paid or to set off the amount of the claim against the amount owing by the borrower under the loan or any other loan agreement that the borrower has taken with the lender (or exercise analogous rights in Scotland). Any such non-recovery, claim or set-off may adversely affect the Issuer's ability to make payments on the Notes.

The lead enforcement body for the UTCCR was the OFT before 1 April 2014, and the Competition and Markets Authority (the "**CMA**") from 1 April 2014 to 1 October 2015. The qualifying body in relation to

Regulated Mortgage Contracts and mortgage loans originated by lenders authorised under the FSMA was the FSA before 1 April 2013, and the FCA from 1 April 2013 to 1 October 2015. The lead enforcement body was responsible for enforcing the UTCCR in relation to other mortgage loans.

In February 2000, the OFT issued a guidance note on what the OFT considers to be fair terms and unfair terms for interest variation in mortgage contracts. Where the interest variation term does not provide for precise and immediate tracking of an external rate outside the lender's control, and if the borrower is locked in, for example by an early repayment charge that is considered to be a penalty, the term is likely to be regarded by the OFT as unfair under the UTCCR unless the lender: (a) notifies the affected borrower in writing at least 30 days before the rate change; and (b) permits the affected borrower to repay the whole loan during the next three months after the rate change, without paying the early repayment charge. The OFT withdrew the guidance note from its website, but the guidance note may remain as a factor that the FCA and CMA may take into account in respect of Mortgage Loans entered into before 1 October 2015.

The FCA's MCOB requires that, for Regulated Mortgage Contracts (a) arrears charges represent a reasonable estimate of the cost of the additional administration required as a result of the borrower being in arrears, and (b) from 25 June 2010, the borrower's payments are allocated first towards paying off the balance of any payment shortfall, excluding any interest or charges on that balance.

Whilst the FCA has powers to enforce the UTCCR, it would be for a court to determine their proper interpretation. The extremely broad and general wording of the UTCCR 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 Mortgage Loans which have been made to Borrowers covered by the UTCCR may contain unfair terms which may result in the possible unenforceability of the terms of the underlying loans. If any term of the Mortgage Loans is found to be unfair for the purpose of the UTCCR, this may adversely affect the ability of the Issuer to make payments to Noteholders on the Notes.

The FCA and the CMA now have joint responsibility for protecting the interests of consumers. On 12 January 2016, the FCA and the CMA published a joint memorandum of understanding on the use of concurrent powers under consumer protection legislation. This sets out (among other things) a framework for consumer law and how the FCA and the CMA will exercise their powers under consumer law. It provides a general outline of the role of each authority, and explains their intention to work together towards the shared purpose of making financial markets work well for consumers.

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 indicated that the material removed no longer reflected the FCA's views on unfair contract terms under the UTCCR and that firms should no longer rely on the content of the documents that have been removed. Although the FCA has not indicated why it considers the material it has removed to be inconsistent with its current views, it has stated its intention not to publish guidance on unfair contract terms.

In March 2013, The Law Commission and The Scottish Law Commission (together, the "**Commissions**") published advice to the UK Government on reforming the UTCCR. The Commissions recommend, among other things, that a term which specifies the main subject matter of the contract, or a price term, should only be exempt from being reviewed as to its fairness if the term is transparent and prominent. The Commissions also recommend that the UTCCR should expressly provide that, in proceedings brought by individual consumers, the court is required to consider the fairness of a term, even if the consumer has not raised the issue of unfairness, where the court has available to it the legal and factual elements necessary for that task. Such reforms are included in the CRA and which partly repealed the UTCCR, applying to business-to-consumer contracts entered into, and relevant consumer notices issued, on or after 1 October 2015. However, the UTCCR will continue to apply to contracts which were entered into before that date.

Consumer Rights Act 2015

The Consumer Rights Act 2015 ("**CRA**") came into force on 1 October 2015. 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 and has revoked the UTCCR. The amendments introduced by the CRA primarily concern the scope of the unfair contract terms protections, rather than their substance, as well as codifying certain case law developments concerning unfair contract terms. One significant amendment introduced under the CRA is an express requirement on the court to consider the fairness of the terms in a consumer contract, where it has sufficient legal and factual information to do so, even where this is not in issue between the parties in that particular case.

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 contains an indicative and non-exhaustive "grey list" of terms of consumer contracts that may be regarded as unfair. Notably, paragraph 11 lists "a term which has the object or effect of enabling the trader to alter the terms of the contract unilaterally without a valid reason which is specified in the contract". However paragraph 22 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 in a consumer contract may not be assessed for fairness to the extent that (i) it specifies the main subject matter of the contract; and/or (ii) the assessment is of the appropriateness of the price payable under the contract by comparison with the goods, digital content or services supplied under it; unless it appears on the "grey list" referenced above. A trader must ensure that a written term of a consumer contract, or a consumer notice in writing, is transparent i.e. that it is expressed in plain and intelligible language and is legible.

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 capable 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 CMA has published guidance on its understanding of the provisions in the CRA relating to unfair contract terms and notices (CMA37: Unfair contract terms guidance - guidance on the unfair terms provisions in the Consumer Rights Act 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. Previous versions of the guidance explain the FCA's policy in relation to the UTCCR.

Although the new regime does not differ significantly from the regime under the UTCCR, this is a rapidly developing area of law. 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 Servicer, the Issuer and their respective businesses and operations. There can be no assurance that any such changes (including changes in regulators' responsibilities) will not affect the Mortgage Loans.

Financial Ombudsman Service

Under the FSMA, the Financial Ombudsman Service (the "**Ombudsman**"), an independent adjudicator, is required to make decisions on, among other things, complaints relating to activities and transactions under its jurisdiction on the basis of what, in the Ombudsman's opinion, would be fair and reasonable in

all circumstances of the case, taking into account, among other things, law and guidance, rather than making determinations strictly on the basis of compliance with law.

Complaints properly brought before the Ombudsman for consideration must be decided on a case-by-case basis, with reference to the particular facts of any individual case. Each case would first be adjudicated by an adjudicator. Either party to the case may appeal against the adjudication. In the event of an appeal, the case proceeds to a final decision by the Ombudsman.

The Seller may not be aware that a complaint has been made to the Ombudsman until it is notified of such complaint. Further, the Mortgage Loans may from time to time be the subject of a complaint where the basis of such complaint does not pertain to the validity or enforceability of such Mortgage Loan and does not affect the ability of the Legal Title Holder to collect payments due in respect of such Mortgage Loan. However, as the Ombudsman is required to make decisions on the basis of, among other things, the principles of fairness, and may order a monetary award to a complaining borrower, it is not possible to predict how any future decision of the Ombudsman would affect the ability of the Issuer to make payments to Noteholders. As at the Cut-Off Date, the Seller is aware of one such unresolved complaint in respect of one Mortgage Loan relating to fees and charges in respect thereof.

Consumer Protection from Unfair Trading Regulations 2008

On 11 May 2005, the European Parliament and the Council adopted a Directive (2005/29/EC) regarding unfair business-to-consumer commercial practices (the "**Unfair Practices Directive**"). Generally, this directive applies on a full harmonisation basis, which means that Member States may not impose more stringent provisions in the fields to which full harmonisation applies. By way of exception, the Unfair Practices Directive permits Member States to impose more stringent provisions in the fields of financial services and immovable property, such as mortgage loans.

The Unfair Practices Directive provides that enforcement bodies may take administrative action or legal proceedings against a commercial practice on the basis that it is "unfair" within the Unfair Practices Directive. The Unfair Practices Directive is intended to protect only collective interests of consumers, and so is not intended to give any claim, defence or right of set-off to an individual consumer.

The Unfair Practices Directive is implemented into UK law by the Consumer Protection from Unfair Trading Regulations 2008 (the "**CPUTR**"), which came into force on 26 May 2008. The CPUTR prohibit 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. The possible liabilities for misrepresentation or breach of contract in relation to the underlying credit agreements may result in irrecoverable losses on amounts to which such agreements apply. The CPUTR did not originally provide consumers with a private act of redress. Instead, consumers had to rely on existing private law remedies based on the law of misrepresentation and duress. However, the Consumer Protection (Amendment) Regulations 2014 (SI No. 870/2014) was laid before Parliament on 1 April 2014 and came into force on 1 October 2014. 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. This will apply to any CBTLs in the Mortgage Portfolio and any debt collection activity with regard to commercial demands for payment.

The Unfair Practices Directive provided for a transitional period until 12 June 2013 for the application of full harmonisation in the fields to which it applies. In March 2013, the European Commission published a report on the application of the Unfair Practices Directive, which indicated (among other things) that there is no case for further harmonisation in the fields of financial services and immovable property. No assurance can be given that the implementation of the Unfair Practices Directive into UK law and any further harmonisation will not have a material adverse effect on the Mortgage Loans or on the manner in which they are serviced and accordingly on the ability of the Issuer to make payments to Noteholders.

Repossessions policy

A protocol for mortgage re-possession cases in England and Wales issued by the Civil Justice Council came into force on 19 November 2008 (the "**Pre-Action Protocol**") sets out the steps that judges will expect any lender to take before starting a claim. In response to this, a number of mortgage lenders have confirmed that they will delay the initiation of repossession action for at least three (or, in the case of some lenders, six) 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. In addition, the Mortgage Repossession (Protection of Tenants etc) Act 2010 (the "**Repossession Act 2010**") came into force in England and Wales on 1 October 2010. The Repossession Act 2010 introduces new powers for courts hearing a mortgage repossession case where the property is occupied by unauthorised tenants, including powers to delay a repossession order and suspend a warrant of eviction on application by an unauthorised tenant.

As noted above, amendments to Chapter 13 of MCOB, which came into force on 25 June 2010 prevent, in relation to Regulated Mortgage Contracts: (a) repossessing the property unless all other reasonable attempts to resolve the position have failed, which include considering whether it is appropriate to offer an extension of term or a product switch and (b) automatically capitalising a payment shortfall. Formerly, these were the subject of non-binding guidance only.

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 Legal Title Holder or, in the event of it taking legal title to the Scottish Mortgage 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 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. Delays in the initiation of responsive action in respect of the Mortgage Loans may result in lower recoveries and a lower repayment rate on the Notes.

Consultation Paper on the power of sale and residential property

On 29 December 2009, the Ministry of Justice of the United Kingdom published a consultation paper (entitled 'Mortgages: power of sale and residential property' (CP55/09)) which contains proposals to amend the law to prevent mortgagees from selling residential properties in England and Wales without a court order or the consent of the borrower. It is not known if, and to what extent, these proposals will be enacted in the future as a matter of law. If the proposals are enacted, the ability of the mortgagee to exercise its power of sale in relation to the English Mortgage Loans may be restricted and this may affect the Issuer's ability to make payments on the Notes. This consultation closed in March 2010 but, to date, no further announcements or legislative proposals have been made.

Home Owner and Debtor Protection (Scotland) Act 2010

The Scottish Parliament has passed the Home Owner and Debtor Protection (Scotland) Act 2010 (the "**2010 Act**"), Part 1 of which came into effect on 30 September 2010 and contains provisions imposing additional requirements on heritable creditors (the Scottish equivalent to mortgagees) in relation to the enforcement of standard securities over residential property in Scotland. The 2010 Act amends the provisions of the Conveyancing and Feudal Reform (Scotland) Act 1970 which permitted a heritable creditor to proceed to sell the secured property where the notice period specified in a calling up notice or notice of default in respect of the relevant standard security had expired without challenge (or where a challenge had been made). In terms of the 2010 Act the heritable creditor is now required to obtain a court order to exercise its power of sale, unless the borrower and certain other occupiers have surrendered the property voluntarily. In addition, the 2010 Act requires the heritable creditor in applying for a court order to demonstrate that it has taken various preliminary steps to seek to resolve the borrower's position, as well as imposing further procedural requirements. This may restrict the ability of the Legal Title Holder as heritable creditor in respect of the Scottish Mortgages to exercise its power of sale and this could affect the Issuer's ability to make payments on the Notes.

Land Registration Reform in Scotland

The Land Registration etc. (Scotland) Act 2012 (the "**2012 Act**") received royal assent on 8 December 2014. One of the policy aims of the 2012 Act is to encourage the transfer of property titles recorded in the

historic General Register of Sasines to the more recently established Land Register of Scotland with the aim of eventually closing the General Register of Sasines.

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

The relevant provisions of the 2012 Act relating to the recording of standard securities came into force on 1 April 2016 (the "**Commencement Date**"). As of this date, the General Register of Sasines is now closed to the recording of securities. Despite the provisions of the 2012 Act mentioned above, for the time being, other deeds such as assignments of standard securities (including any assignment granted by the Legal Title Holder in favour of the Issuer in respect of Scottish Mortgages in the Mortgage Portfolio recorded in the General Register of Sasines pursuant to the terms of the Servicing Agreement following a Perfection Event (a "**Scottish Sasine Transfer**")) 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 a Perfection Event occurs following the Commencement Date then an application to record a Scottish Sasine Sub-Security in relation to Scottish Mortgages in the Mortgage Portfolio (following the transfer of legal title to such Scottish Mortgages by way of a Scottish Sasine Transfer) could trigger a first registration in the Land Register of Scotland of the underlying Scottish Properties secured by the relevant Scottish Mortgages.

The impact of these changes to the Scottish land registration system is unlikely to be of material detriment to the Issuer, the Security Trustee or to the Noteholders for the following reasons: (i) the Registers of Scotland report on the consultation process indicated that whilst these changes are likely to prolong completion of the registration process, where possible they will take a pragmatic view and not burden parties (such as the Issuer, Security Trustee or the Borrower who owns the underlying Scottish Property) with unreasonable or arbitrary costs and in particular the fee for a voluntary first registration of land over which a new standard security is to be granted is zero, which would keep the statutory cost of registering a Scottish Sasine Sub-Security in line with current statutory costs; and (ii) whilst the prolonged registration process is likely to be of practical inconvenience to the Transaction Parties and may give rise to costs that result in a reduction in the amounts that the Issuer has to make payments to Noteholders under the Notes, the validity and effectiveness of any Scottish Sasine Sub-Security would be unaffected by the change to the registration system (and the relevant Scottish Mortgages would in any event continue to be covered by the floating charge granted by the Issuer under the Deed of Charge). However, it is not unlikely that, were a Perfection Event to occur after the Commencement Date, the parties involved may still encounter increased legal and other third party costs relating to the first registration process and additional administrative burden.

As noted above, no indication has been given as to when or if the above provisions may be extended to other types of dealing with a standard security, such as assignments. However, if the General Register of Sasines becomes closed to assignments of standard securities under the same provisions at any time subsequent to the Closing Date then this would also have an impact on the registration of Scottish Sasine Transfers executed following a Perfection Event in a manner similar to Scottish Sasine Sub-Securities, 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 (Registers of Scotland estimate that in April 2016 around 60% of property titles in Scotland were registered in the Land Register of Scotland), it is likely that, in relation to the current Mortgage Portfolio where 5.0 per cent. of the Provisional Mortgage Portfolio by aggregate Capital Balance of the Mortgage Loans are Scottish Mortgage Loans, only a minority of the Scottish Mortgages will be recorded in the General Register of Sasines.

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 Arrangers or the Seller makes any representation to any prospective investor or purchaser of the Notes regarding the regulatory treatment of their investment in the Notes on the Closing Date or at any time in the future.

In particular, investors should note that the Basel Committee on Banking Supervision ("**BCBS**") has approved significant changes to the Basel regulatory capital and liquidity framework (such changes being commonly referred to as "**Basel III**"), including certain revisions to the securitisation framework. Basel III provides for a substantial strengthening of existing prudential rules, including new requirements intended to reinforce capital standards (with heightened requirements for global systemically important banks) and to establish a leverage ratio "backstop" for financial institutions and certain minimum liquidity standards (referred to as the Liquidity Coverage Ratio ("**LCR**") and the Net Stable Funding Ratio ("**NSFR**"). BCBS member countries agreed to implement Basel III from 1 January 2013, subject to transitional and phase-in arrangements for certain requirements (e.g. the LCR requirements refer to implementation from the start of 2015, with full implementation by January 2019, and the NSFR requirements refer to implementation from January 2018). In July 2016, the BCBS issued an updated final standard on revisions to the Basel III securitisation framework. Among other things, the securitisation framework, which will come into effect in January 2018, sets out the amount of regulatory capital banks must hold for exposures to securitisations. As implementation of any changes to the Basel framework (including those made via Basel III) requires national legislation, the final rules and the timetable for its implementation in each jurisdiction, as well as the treatment of asset-backed securities (e.g. as LCR eligible assets or not), may be subject to some level of national variation. It should also be noted that changes to regulatory capital requirements have been made for insurance and reinsurance undertakings through participating jurisdiction initiatives, such as the Solvency II framework in Europe.

In addition, investors should be aware of the EU risk retention and due diligence requirements which currently apply, or are expected to apply in the future, in respect of various types of EU regulated investors including credit institutions, authorised alternative investment fund managers, investment firms, insurance and reinsurance undertakings, UCITS funds and institutions for occupational retirement provisions. Amongst other things, such requirements restrict a relevant investor from investing in asset-backed securities unless (i) that investor is able to demonstrate that it has undertaken certain due diligence in respect of various matters including its note position, the underlying assets and (in the case of certain types of investors) the relevant sponsor or originator and (ii) the originator, sponsor or original lender in respect of the relevant securitisation has explicitly disclosed to the investor that it will retain, on an on-going basis, a net economic interest of not less than 5 per cent. in respect of certain specified credit risk tranches or asset exposures. Failure to comply with one or more of the requirements may result in various penalties including, in the case of those investors subject to regulatory capital requirements, the imposition of a penal capital charge on the notes acquired by the relevant investor. Aspects of the requirements and what is or will be required to demonstrate compliance to national regulators remain unclear.

The risk retention and due diligence requirements described above apply, or are expected to apply, in respect of the Notes. With respect to the commitment of the Retention Holder to retain a material net economic interest in the securitisation and with respect to the information to be made available by the Issuer or another relevant party (or, after the Closing Date, by the Servicer or the Cash Manager on the Issuer's behalf), please see the statements set out in the section of this Prospectus headed "*EU Risk Retention Requirements*". Relevant investors are required to independently assess and determine the sufficiency of the information described above for the purposes of complying with any relevant requirements and none of the Issuer, the Servicer, the Retention Holder, the Seller, the Arrangers nor the Joint Lead Managers or any other party makes any representation that the information described above is sufficient in all circumstances for such purposes.

It should be noted that the European Commission has published legislative proposals for two new regulations related to securitisation. Amongst other things, the proposals include provisions intended to

implement the revised securitisation framework developed by BCBS and provisions intended to harmonise and replace the risk retention and due diligence requirements (including the corresponding guidance provided through technical standards) applicable to certain EU regulated investors. There are material differences between the legislative proposals and the current requirements including with respect to application approach under the retention requirements and the originator entities eligible to retain the required interest. It is not clear whether, and in what form, the legislative proposals (and any corresponding technical standards) will be adopted. In addition, the compliance position under any adopted revised requirements of transactions entered into prior to adoption, and of activities undertaken by a party (including an investor) in respect of such transactions, is uncertain.

Prospective investors should therefore make themselves aware of the changes and requirements described above (and any corresponding implementing rules of their regulator), where applicable to them, in addition to any other applicable regulatory requirements with respect to their investment in the Notes. 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.

CRA Regulation

In general, European regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and registered under the CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst 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 CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended).

Credit ratings included or referred to in this Prospectus have been or, as applicable, may be issued by Moody's and S&P, each of which, as at the date of this Prospectus, is a credit rating agency established in the European Community and registered under the CRA Regulation.

Each of the Issuer and the Retention Holder will be required to comply with any applicable requirements under Article 8b of the CRA Regulation and the corresponding implementing measures from time to time (including the disclosure and reporting requirements under Articles 3 to 7 of Regulation (EU) No. 2015/3) (together, the "**Article 8b Requirements**") in respect of any relevant notes issued by the Issuer. As at the date of this Prospectus, aspects of the Article 8b Requirements remain subject to further clarification and may be replaced by transparency and disclosure requirements set out in the European Commission's proposed regulations referred to above.

U.S. risk retention requirements

The Credit Risk Retention regulations implemented by U.S. Federal regulatory agencies including the SEC pursuant to Section 15G of the Exchange Act (the "**U.S. Risk Retention Rules**") came into effect with respect to residential mortgage backed securities on 24 December 2015 and generally require the "sponsor" of a "securitization transaction" to retain at least 5 per cent. of the "credit risk" of "securitized assets", as such terms are defined for purposes of that statute, and generally prohibit a sponsor from directly or indirectly eliminating or reducing its credit exposure by hedging or otherwise transferring the credit risk that the sponsor is required to retain. The U.S. Risk Retention Rules also provide for certain exemptions from the risk retention obligation that they generally impose.

The transaction is not intended to involve the retention by a sponsor of at least 5 per cent. of the credit risk of the Issuer for the purposes of compliance with the U.S. Risk Retention Rules, but rather will be made in reliance on an exemption for non-U.S. transactions provided for in Rule 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 Rule 2 of the U.S. Risk Retention Rules) are issued) of all classes of ABS interests (as defined in Rule 2 of the U.S. Risk Retention Rules) issued in the securitisation transaction are sold or transferred to U.S. persons (in each case, as defined in the U.S. Risk Retention Rules) or for the account or benefit of U.S. persons (as defined in the U.S. Risk Retention Rules and

referred to in this Prospectus as "**Risk Retention U.S. Persons**"); (3) neither the sponsor nor the issuer of the securitisation transaction is organised under U.S. law or is a branch located in the United States of a non-U.S. entity; and (4) no more than 25 per cent. of the underlying collateral was acquired from a majority-owned affiliate or branch of the sponsor or issuer organised or located in the United States.

Prior to any Notes 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 Joint Lead Managers that it is a Risk Retention U.S. Person and obtain the written consent of Paratus AMC Limited, which will be monitoring the level of Notes purchased by, or for the account or benefit of, 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 under Regulation S. There can be no assurance that the requirement to obtain Paratus AMC Limited's written consent to the purchase of 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 Rule 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions will be available. No assurance can be given as to whether failure of the transaction 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 their market value. Furthermore, the impact of the U.S. Risk Retention Rules on the securitisation market generally is uncertain, and a failure by the sponsor 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 Issuer nor the Relevant Parties or any of their respective affiliates makes any representation to any prospective investor or purchaser of the Notes or Certificates as to whether the transaction described in this Prospectus complies 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.

Effects of the Volcker Rule on the Issuer

The Issuer is relying on an exclusion or exemption under the Investment Company Act other than the exclusions contained in Section 3(c)(1) and Section 3(c)(7). The Issuer is structured so as not to constitute a "covered fund" for purposes of the regulations adopted to implement Section 619 of the Dodd-Frank Act (such statutory provision together with such implementing regulations, 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 Volcker Rule became effective on 1 April 2014, but was subject to a conformance period for certain funds which concluded on 21 July 2015. Under the Volcker Rule, unless otherwise jointly determined by specified federal regulators, a "covered fund" does not include an issuer that may rely on an exclusion or exemption from the definition of "investment company" under the Investment Company Act other than the exclusions contained in Section 3(c)(1) and Section 3(c)(7) of the Investment Company Act. The general effects of the Volcker Rule remain uncertain. Any prospective investor in the Notes or Residual Certificates, including a U.S. or foreign bank or a subsidiary or other affiliate thereof, should consult its own legal advisers regarding such matters and other effects of the Volcker Rule.

Potential effects of any additional regulatory changes

No assurance can be given that further changes will not be made to the regulatory regime and developments described above in respect of the mortgage market or securitisation market in the United Kingdom generally, the non-conforming mortgage loan market or specifically in relation to the Seller. Any such action or developments, in particular, but not limited to, the cost of compliance, may have a material adverse effect on the Seller, the Issuer, the Legal Title Holder and/or the Servicer and their respective businesses and operations. This may adversely affect the Issuer's ability to make payments on the Notes.

Tax Considerations

UK Special Regime for the Taxation of Securitisation Companies

The Taxation of Securitisation Companies Regulations (the "**Regulations**") were made under section 84 of the Finance Act 2005 on 11 December 2006 to deal with the corporation tax position of securitisation companies such as the Issuer with effect for their periods of account beginning on or after 1 January 2007. If the Regulations apply to a company, then, broadly, it will be subject to corporation tax on the cash profit retained by it for each accounting period in accordance with the transaction documents. Based on advice received, the Issuer considers that it will be taxed under the special taxation regime for which provision is made by the Regulations. Investors should note, however, that the Regulations are in short form and it is expected that advisors will rely significantly upon the published guidance of HM Revenue & Customs when advising on the scope and operation of the Regulations including whether any particular company falls within the regime provided for in the Regulations. Investors should note that if the Issuer did not fall to be taxed under the new regime then its profits or losses for tax purposes might be different from its cash position and there might be a risk of the Issuer incurring unfunded tax liabilities. In addition, interest paid on the Notes could well be disallowed for United Kingdom corporation tax purposes which could cause a significant divergence between the cash profits and the taxable profits of the Issuer. Any unforeseen taxable profits in the Issuer could have an adverse effect on its ability to make payments to Noteholders.

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 the 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 the 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 EU Member States may decide to participate.

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

Withholding Tax under the Notes

In the event that withholding taxes are imposed in respect of payments due in respect of the Notes, neither the Issuer nor any Paying Agent nor any other person is obliged to gross up or otherwise compensate Noteholders for the lesser amounts received as a result of the imposition of such withholding taxes.

Legal Considerations

Banking Act 2009 and the European Union Bank Recovery and Resolution Directive

The UK Banking Act 2009 (the "**Banking Act**") includes provision for a special resolution regime pursuant to which specified UK authorities have power to apply certain tools (by way of instrument or order) to deal with the failure (or likely failure) of a UK bank or building society. The Banking Act has been amended a number of times, most recently on 1 January 2015, to ensure that it is compliant with the EU's Bank Recovery and Resolution Directive (2014/59/EU) (the "**Directive**"). The Directive was published in the Official Journal of the EU on 12 June 2014 and largely came into force on 2 July 2014. Amongst other things, the Directive provides for the introduction of a package of minimum early

intervention and resolution-related tools and powers for relevant authorities (including a bail-in tool) and for special rules for cross-border groups.

Provision has been made for certain tools to be used in respect of a wider range of UK entities, including banks, investment firms and certain banking group companies.

The tools currently available under the Banking Act include share and property transfer powers (including powers for partial property transfers), certain ancillary powers (including powers to modify certain contractual arrangements in certain circumstances) and special insolvency procedures which may be commenced by the UK authorities. It is possible that these extended tools could be used prior to the point at which an application for insolvency proceedings with respect to a relevant entity could be made. In general, there is considerable uncertainty about the scope of the powers afforded to UK authorities under the Banking Act and how the UK authorities may choose to exercise them. Further, UK authorities have a wide discretion in exercising their powers under the special resolution regime, including modifying or setting aside any Act of Parliament by order of HM Treasury to facilitate its Banking Act objectives.

Although no instrument or order has been made under the provisions of the Banking Act in respect of a relevant transaction entity, as described above, such instrument order or the new bail-in power may if used (amongst other things) affect the ability of certain entities involved in the transaction to satisfy their obligations under the Relevant Transaction Documents and/or result in modifications to such documents, which may in turn affect the Issuer's ability to meet its obligations in respect of the Notes.

Although such tools could not be directly applied to the Issuer and so, for example, the Notes would not directly become subject to a bail in under the Banking Act (or other legislation implementing the Directive), there is the risk nonetheless that such tools may be applied to other entities in a manner that indirectly affects the ability of the Issuer to meet its obligations 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 to be assigned to the Rated Notes are based on the law and administrative practice in effect as at the date of this Prospectus as it affects the parties to the transaction and the Mortgage 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 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.

Liquidation Expenses

Prior to the House of Lords' decision in the case of *Re Leyland Daf* in 2004, 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.

On 6 April 2008, Section 176ZA of the Insolvency Act 1986 came into force which effectively reversed by statute the House of Lords' decision in the case of *Re Leyland Daf* in 2004. Accordingly, it is now the case that, in general the costs and expenses of a liquidation (including certain tax charges) 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 approval of the amount of such expenses by the floating charge-holder (or, in certain circumstances, the court) pursuant to provisions set out in the Insolvency Rules 1986.

On this basis and as a result of the changes described above, in a winding up of the Issuer, floating charge realisations which would otherwise be available to satisfy the claims of Secured Creditors under the Deed of Charge may be reduced by at least a significant proportion of any liquidation expenses. There can be no assurance that the holders of the Notes will not be adversely affected by such a reduction in floating charge realisations.

Insolvency Act 2000

The Insolvency Act 2000 (the "**IA 2000**") has amended the Insolvency Act 1986 with effect from 1 January 2003 so as to allow certain "small companies", as part of the company voluntary arrangement procedure, to seek court protection from their creditors by way of a moratorium for a period of up to 28 days, with the option for creditors to extend this protection for up to a further two months (although the Secretary of State for Trade and Industry may, by order, extend or reduce the duration of either period).

The IA 2000 defines a "small company" by reference to whether the company meets certain tests contained in section 247(3) of the Companies Act 1985, relating to a company's balance sheet total, turnover and average number of employees in a particular period. The position as to whether or not a company is a "small company" may change from financial period to financial period, depending on its financial position and average number of employees during that particular period. The Secretary of State for Trade and Industry may, by regulations, also modify the qualifications for eligibility of a company for a moratorium and may also modify the present definition of a "small company". Accordingly, the Issuer may, at any given time, come within the ambit of the "small companies" provisions, such that the Issuer may (subject to the exemptions referred to below) be eligible to seek a moratorium, in advance of a company voluntary arrangement.

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

Certain companies which qualify as small companies for the purposes of these provisions may be, nonetheless, excluded from being so eligible for a moratorium under the provisions of the Insolvency Act 1986 (Amendment No. 3) Regulations 2002, which were made on 25 July 2002 and came into force on 1 January 2003. Companies excluded from eligibility for a moratorium include those which are party to a capital market arrangement, under which a debt of at least £10,000,000 is incurred and which involves the issue of a capital market investment. The definitions of "capital market arrangement" and "capital market investment" are broad and are such that, in general terms, any company which is a party to an arrangement which involves at least £10,000,000 of debt, the granting of security to a trustee, and the issue of a rated, listed or traded debt instrument, is excluded from being eligible for a moratorium. The Secretary of State may modify the criteria by reference to which a company otherwise eligible for a moratorium is excluded from being so eligible.

Accordingly, the provisions described above will serve to limit the Security Trustee's ability to enforce the Security to the extent that: firstly, if the Issuer falls within the criteria for eligibility for a moratorium at the time a moratorium is sought; secondly, if the directors of the Issuer seek a moratorium in advance of a company voluntary arrangement; and, thirdly, if the Issuer is considered not to fall within the capital market exception (as expressed or modified at the relevant time) or any other applicable exception at the relevant time; in those circumstances, the enforcement of any security by the Security Trustee will be for a period prohibited by the imposition of the moratorium. In addition, the other effects resulting from the imposition of a moratorium described above may impact the transaction in a manner detrimental to the Noteholders.

The Enterprise Act 2002

On 15 September 2003, the corporate insolvency provisions of the Enterprise Act 2002 (the "**Enterprise Act**") came into force, amending certain provisions of the Insolvency Act 1986 (as amended, the "**Insolvency Act**"). These provisions introduced significant reforms to corporate insolvency law. In particular, the reforms restrict the right of the holder of a floating charge to appoint an administrative receiver (unless the security was created prior to 15 September 2003 or an exception applies) and instead give primacy to collective insolvency procedures (in particular, administration). Previously, the holder of a floating charge over the whole or substantially the whole of the assets of a company had the ability to block the appointment of an administrator by appointing an administrative receiver, who would act primarily in the interests of the floating chargeholder.

The Insolvency Act contains provisions which continue to allow for the appointment of an administrative receiver in relation to certain transactions in the capital markets. The relevant exception provides that the right to appoint an administrative receiver is retained for certain types of security which form part of a capital market arrangement (as defined in the Insolvency Act) and which involve indebtedness of at least £50,000,000 (or, when the relevant security document (being, in respect of the transactions described in this Prospectus, the Deed of Charge) was entered into, a party to the relevant transaction (such as the Issuer) was expected to incur a debt of at least £50,000,000) and the issue of a capital market investment (also defined but generally a rated, listed or traded bond). It is expected that the security which the Issuer will grant to the Security Trustee will fall within the capital markets exception. However, it should be noted that the Secretary of State may, by secondary legislation, modify the capital market exception and/or provide that the exception shall cease to have effect. No assurance can be given that any such modification or provision in respect of the capital market exception, or its ceasing to be applicable to the transactions described in this document, will not be detrimental to the interests of the Noteholders.

The Insolvency Act also contains a new out-of-court route into administration, the procedure for which can be commenced by a qualifying floating chargeholder, the relevant company itself or its directors. The relevant provisions provide for a notice period during which the holder of the floating charge can either agree to the appointment of the administrator proposed by the directors or the company or appoint an alternative administrator, although a moratorium on enforcement of the relevant security will take effect immediately after notice is given. If the qualifying floating chargeholder does not respond to the directors' or company's notice of intention to appoint, the directors' or, as the case may be, the company's appointee will automatically take office after the notice period has elapsed. Where the holder of a qualifying floating charge within the context of a capital market transaction retains the power to appoint an administrative receiver, such holder may prevent the appointment of an administrator (either by the new out of court route or by the court based procedure) by appointing an administrative receiver prior to the appointment of the administrator being completed.

During the period for which a moratorium is in force in relation to a company, *inter alia*, no winding up may be commenced (other than in a limited number of circumstances), no administrative receiver of that company may be appointed, no security created by that company over its property may be enforced (except with the leave of the court or the administrator) and no other proceedings or legal process may be commenced or continued in relation to that company (except with the leave of the court or the administrator). In addition, if the holder of security (the "**chargee**") created by that company consents or if the court gives leave, the administrator may dispose of the secured property as if it were not subject to the security. Where the property in question is subject to a floating charge, the chargee will have the same priority in respect of any property of the company directly or indirectly representing the property disposed of as he would have had in respect of the property subject to the floating charge. Where the security in question is that other than a floating charge, it shall be a condition of the chargee's consent or the leave of the court that the net proceeds of the disposal shall be applied towards discharging the sums secured by the security.

The new provisions of the Insolvency Act give primary emphasis to the rescue of a company as a going concern and achieving a better result for the creditors as a whole. The purpose of realising property to make a distribution to secured parties is secondary. No assurance can be given that the primary purpose of the new provisions will not conflict with the interests of Noteholders were the Issuer ever subject to administration.

The Enterprise Act also removes the Crown's preferential rights in all insolvencies (section 251) and makes provisions to ensure that unsecured parties take the benefits of this change (section 252) (although

certain debts, including contributions to occupational and state pension schemes, retain preferential status and are payable in priority to debts owed to floating chargeholders). Under this latter provision the unsecured parties will have recourse to the floating charge assets up to a fixed amount (the "**prescribed part**") in priority to the holder of the floating charge concerned. The prescribed part will be 50 per cent. of the first £10,000 of net floating charge assets; then 20 per cent. of the remaining net floating charge assets until the prescribed part reaches a maximum of £600,000. The obligation on the insolvency officeholder to set aside the prescribed part for unsecured parties does not apply if the net floating charge realisations are less than £10,000 and the officeholder is of the view that the costs of making a distribution to unsecured parties would be disproportionate to the benefits. The prescribed part will apply to all floating charges created on or after 15 September 2003 regardless as to whether they fall within one of the exceptions or not.

Fixed Charges over Accounts May Take Effect under English Law as Floating Charges

The Issuer will purport to grant, *inter alia*, fixed charges in favour of the Security Trustee over the Issuer's interest in the Issuer Account and any other bank account in which the Issuer has an interest.

The law in England and Wales relating to the re-characterisation of fixed charges is unsettled. The fixed charges purported to be granted by the Issuer (other than by way of assignment in security) may take effect under English law as floating charges only, if, for example, it is determined that the Security Trustee does not exert sufficient control over the relevant Charged Assets, such as an account or the proceeds thereof, for the security to be said to "fix" over those 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 certain matters, which are given priority over the floating charge by law, will be given priority over the claims of the floating chargeholder. See the paragraph entitled "*The Enterprise Act 2002*" above.

Certain conflicts of interest involving or relating to the Arrangers, the Joint Lead Managers and their affiliates

Natixis and its affiliates (the "**Natixis Parties**") and NatWest Markets and its affiliates (the "**NatWest Parties**") will play various roles in relation to the offering of the Rated Notes, as described below.

The Natixis Parties and the NatWest Parties may assist clients and counterparties in transactions related to the Rated Notes (including assisting clients in future purchases and sales of the Rated Notes and hedging transactions) and such Natixis Parties and NatWest Parties would expect to earn fees and other revenues from these transactions.

The Natixis Parties and the NatWest Parties are each part of global investment banking and securities and investment management firms that provides a wide range of financial services to a substantial and diversified client base that includes, without limitation, corporations, financial institutions, governments and high net worth individuals. As such, they actively make markets in and trade financial instruments for their own account and for the accounts of customers in the ordinary course of their business. The Natixis Parties and/or the NatWest Parties and/or their respective clients may have positions in or may have arranged financing in respect of the Notes or the Mortgage Loans in the Mortgage Portfolio and may have provided or may be providing investment banking services and other services to the other transaction parties or the Originators of the Mortgage Loans.

The Natixis Parties and the NatWest Parties may act as lead manager, arranger, placement agent and/or initial purchaser or investment manager in other transactions involving issues of residential mortgage backed securities or other investment funds with assets similar to those of the Issuer, which may have an adverse effect on the price or value of the Notes. Neither the Natixis Parties nor the NatWest Parties disclose specific trading positions or their hedging strategies, including whether they are in long or short positions in any Notes or obligations referred to in this Prospectus except where required in accordance with applicable law.

In the ordinary course of business, the Natixis Parties and the NatWest Parties and employees or customers of the Natixis Parties and the NatWest Parties may actively trade in and/or otherwise hold long or short positions in the Notes or enter into transactions similar to or referencing the Notes for their own accounts and for the accounts of their customers. If any of the Natixis Parties or the NatWest Parties becomes an owner of any of the Notes, through market-making activity or otherwise, any actions that it

takes in its capacity as owner, including voting, providing consents or otherwise will not necessarily be aligned with the interests of other owners of the Notes. To the extent any of the Natixis Parties or the NatWest Parties makes a market in the Notes (which it is under no obligation to do), it would expect to receive income from the spreads between its bid and offer prices for the Notes. In connection with any such activity, it will have no obligation to take, refrain from taking or cease taking any action with respect to these transactions and activities based on the potential effect on an investor in the Notes. The price at which any of the Natixis Parties or the NatWest Parties may be willing to purchase Notes, if it makes a market, will depend on market conditions and other relevant factors and may be significantly lower than the issue price for the Notes and significantly lower than the price at which it may be willing to sell the Notes.

Prospective investors should note that certain NatWest Parties have provided financing indirectly to Paratus AMC Limited through a warehousing issuer. As such, the proceeds of the issuance of the Notes will be used on or about the Closing Date to refinance such financing by Paratus AMC Limited using a portion of the Initial Purchase Price in respect of the Mortgage Loans and Related Security in the Mortgage Portfolio to purchase the relevant Mortgage Loans from the warehousing issuer before on-selling such part of the Mortgage Portfolio to the Issuer. The warehousing issuer will ultimately use such funds to repay certain NatWest Parties. Other than where required in accordance with applicable law, the NatWest Parties have no obligation to act in any particular manner as a result of their prior, indirect involvement with the Mortgage Portfolio and any information in relation thereto. With respect to the refinancing, each of the NatWest Parties will act in its own commercial interest.

EU Referendum

On 23 June 2016 the United Kingdom voted to leave the European Union in a referendum (the "**Brexit Vote**"). At this stage both the terms and the timing of the UK's exit from the EU are unclear. Moreover, while the UK Government's objectives in the Brexit negotiations have been set out in a UK Government white paper (the "**White Paper**"), no formal notice of withdrawal (the "**Article 50 Notice**") has yet been given by the UK under Article 50 of the Treaty on European Union. Accordingly, formal negotiations on the terms of the exit and the nature of the UK's ongoing relationship with the remaining EU Member States (the "**EU27**") are yet to commence. The UK Government has announced an intention to deliver the Article 50 Notice by the end of March 2017, but that timeline remains uncertain. In addition to the economic and market uncertainty this brings (as to which see "*Market uncertainty*" below), there are a number of potential risks for the transaction that Noteholders should consider:

Political uncertainty

Following the Brexit Vote, the UK has entered into a period of acute political uncertainty both as to the nature and timing of the negotiations with the EU. Such uncertainty could lead to a high degree of economic and market disruption and legal uncertainty. It is not possible to ascertain how long this period will last and the impact it will have on the UK in general and the market, including market value and liquidity, for asset-backed securities similar to the Notes in particular. The Issuer cannot predict when or if political stability will return, or the market conditions relating to asset-backed securities similar to the Notes at that time.

Legal uncertainty

A significant proportion of English law currently derives from or is designed to operate in concert with European Union law. This is especially true of English law relating to financial markets, financial services, prudential and conduct regulation of financial institutions, bank recovery and resolution, payment services and systems, settlement finality, market infrastructure, and mortgage credit regulation. The Great Repeal Bill proposed in October 2016 aims to incorporate the EU law *acquis* into UK law the moment before the UK ceases to be a member of the EU, with the intention of limiting immediate legal change, with secondary legislation made to adapt those laws that would otherwise not function sensibly once the UK has left the EU. Over time, however – and depending on the timing and terms of the UK's exit from the EU – significant changes to English law in areas relevant to the transaction and the parties to the transaction 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.

Regulatory uncertainty

There is significant uncertainty about how EU27 financial institutions with assets or operations (including branches) in the UK will be regulated and *vice versa*. At present, EU single market regulation allows regulated financial institutions (including credit institutions, investment firms, alternative investment fund managers, insurance and reinsurance undertakings) to benefit from a passporting system for regulatory authorisations required to conduct their businesses, as well as facilitating mutual rights of access to important elements of market infrastructure such as payment and settlement systems. EU law is also the framework for mutual recognition of bank recovery and resolution regimes.

Once the UK ceases to be a Member State of the EU, the current passporting arrangements may cease to be effective, as may the current mutual rights of access to market infrastructure and current arrangements for mutual recognition of bank recovery and resolution regimes. The ability of regulated financial institutions to continue to do business between the UK and the EU27 after the UK ceases to be a Member State of the EU may therefore be subject to separate arrangements between the UK and the EU27, in respect of which negotiations have not yet begun. There can be no assurance that there any such arrangements will be concluded and, if they are concluded, on what terms. Such uncertainty could adversely impact the ability of third parties who are regulated financial institutions to provide services to the Issuer and the transaction.

Market uncertainty

Since the Brexit Vote, there has been volatility and disruption of the capital, currency and credit markets, including the market for asset-backed securities. There may be further volatility and disruption at the time the Article 50 Notice is given and thereafter depending on the conduct and progress of the formal withdrawal negotiations.

Potential investors should be aware that these prevailing market conditions affecting asset-backed securities could lead to reductions in the market value and/or a severe lack of liquidity in the secondary market for instruments similar to the Notes. Such falls in market value and/or lack of liquidity may result in investors suffering losses on the Notes in secondary resales even if there is no decline in the performance of the securitised portfolio.

The Issuer cannot predict when these circumstances will change and whether, if and when they do change, there would be an increase in the market value and/or there will be a more liquid market for the Notes and instruments similar to the Notes at that time.

Counterparty risk

Counterparties on the transaction may be unable to perform their obligations due to changes in regulation, including the loss of existing regulatory rights to do cross-border business. Additionally, they may be adversely affected by rating actions or volatile and illiquid markets (including currency markets and bank funding markets) arising from the Brexit Vote, the Article 50 Notice (if, as and when it is given) and the conduct and progress of the formal withdrawal negotiations. As a result, there is an increased risk of such counterparties becoming unable to fulfil their obligations which could have an adverse impact on Noteholders. See "*Servicing of the Mortgage Loans and Reliance on Third Parties*" above.

Adverse economic conditions affecting obligors

The uncertainty and market disruption following the Brexit Vote and the delivery of the Article 50 Notice (if, as and when it is given) may cause investment decisions to be delayed, reduce job security and damage consumer confidence. The resulting adverse economic conditions may affect obligors' willingness or ability to meet their obligations, resulting in increased defaults in the securitised portfolio and ultimately the ability of the Issuer to pay interest and repay principal to Noteholders.

Break-up of the UK

The Brexit Vote has also caused increased constitutional tension within the UK. Majorities of voters in both Scotland and Northern Ireland voted to remain in the European Union. Leading political figures in both Scotland and Northern Ireland have suggested that Scotland and Northern Ireland therefore have a mandate from their voters to remain in the EU and (in Scotland's case) that they might seek to stage a further referendum on whether the nation should leave the United Kingdom in order to achieve that outcome (although continuing EU membership would not necessarily be guaranteed by independence from the rest of the UK). As any matter concerning the Union of the Kingdoms of Scotland and England

is reserved to the UK Parliament under Schedule 5 of the Scotland Act 1998, it would appear (based on the legislative process used to legitimise the Scottish Independence referendum in September 2014) that the agreement of the UK Parliament to another independence referendum would be required together with further UK legislation amending the Scotland Act 1998. However, whilst it is therefore highly unlikely that the Scottish Parliament could claim the authority to hold a second independence referendum in Scotland on its own, the Issuer cannot predict the likelihood of further independence referendums, their outcome or how the future departure of Scotland and/or Northern Ireland from the UK would affect the transaction, the Scottish Mortgages or the ability of the Issuer to pay interest and repay principal to Noteholders.

Rating actions

The Brexit Vote has resulted in downgrades of the UK sovereign and the Bank of England by Standard & Poor's and by Fitch. Standard & Poor's and Moody's have both placed a negative outlook on the UK sovereign rating and that of the Bank of England, suggesting a strong possibility of further negative rating action.

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 on the transaction meaning that they 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 securitised 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.

In addition, the ratings attributed to the Notes by Rating Agencies will be capped by reference to the ratings of the sovereign in which the Issuer operates. As such, a significant decline in the ratings of the UK could cause the ratings assigned to the Notes to be adversely affected.

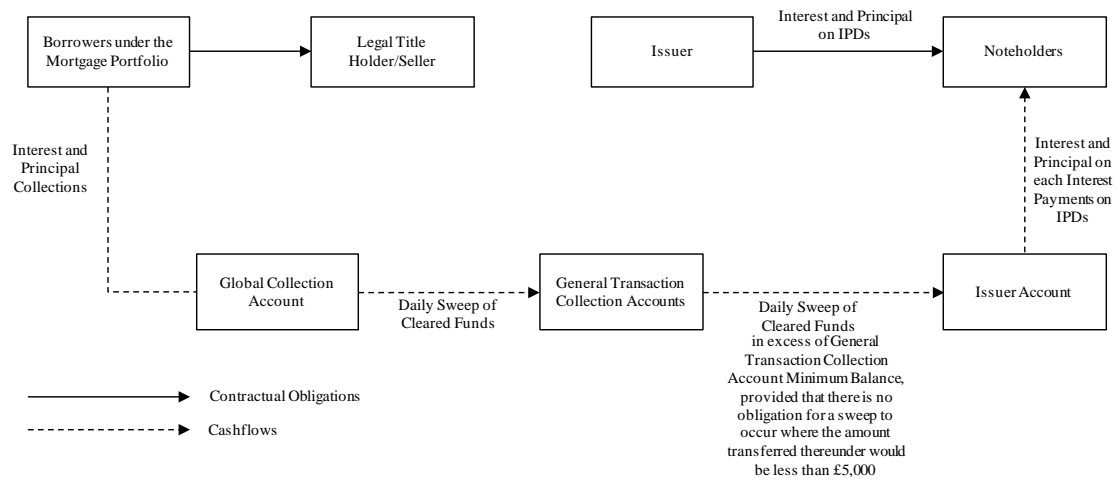
While the extent and impact of these issues is unknown, Noteholders should be aware that they could have an adverse impact on Noteholders and the payment of interest and repayment of principal on the Notes.

Scotland Act

On 23 March 2016 the Scotland Act 2016 received Royal Assent and passed into UK law. The Scotland Act 2016, amongst other things, passes control of income tax to the Scottish Parliament by giving it the power to raise or lower the rate of income tax and thresholds for non-dividend and non-savings income of Scottish residents. Whilst the majority of the provisions are not expected to have an adverse impact on the Scottish economy or on mortgage origination in Scotland, increased powers for the Scottish Parliament to control income tax could mean that borrowers in Scotland are subject to a different rate of income tax from borrowers in the same income bracket in England, Wales and Northern Ireland, which may affect some borrower's ability to pay amounts when due on the loans originated in Scotland, and which, in turn, may adversely affect payments by the Issuer.

The Issuer believes that the risks described above are the principal risks for the Noteholders inherent in the transaction, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with the Notes may occur for other reasons. The Issuer does not represent that the above stated risk factors are exhaustive. The Issuer believes that the structural elements described elsewhere in this Prospectus go to mitigate a number of these risks for the Noteholders, nevertheless the Issuer cannot give any assurance that those will be sufficient to ensure timely payment of interest, principal or any other amounts on or in connection with the Notes to Noteholders.

DIAGRAMMATIC OVERVIEW OF ONGOING CASH FLOWS



OWNERSHIP STRUCTURE DIAGRAM OF THE ISSUER

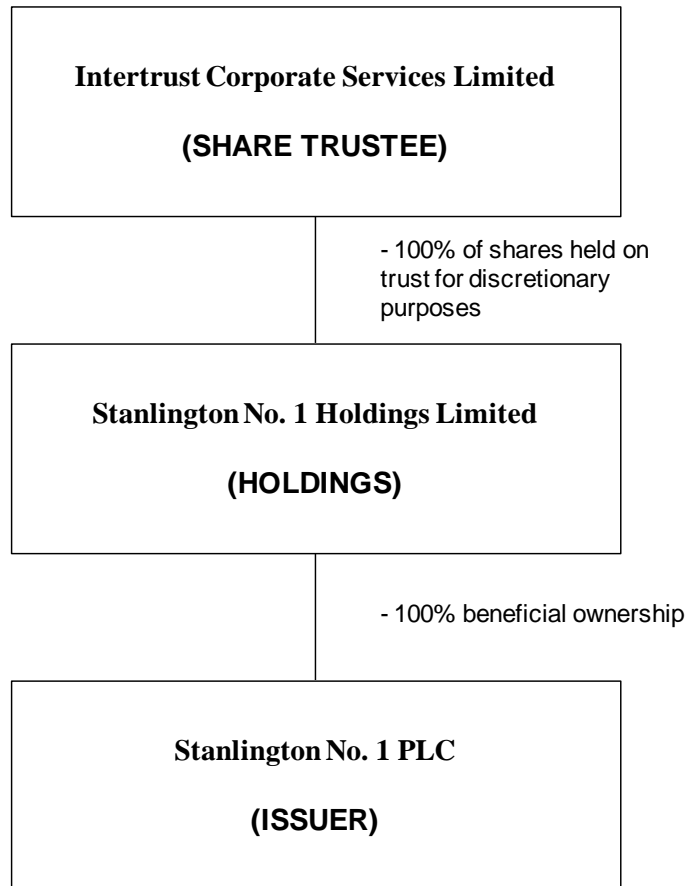


Figure 3 illustrates the ownership structure of the special purpose companies that are parties to the Transaction Documents, as follows:

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

TRANSACTION OVERVIEW - 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 Rated 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.

Details of the Transaction Parties and certain other entities involved in the Transaction have (for ease of reference) been set out in this Section of this Prospectus.

Transaction Parties:

Party	Name	Address	Document under which appointed/Further Information
"Issuer"	Stanlington No. 1 PLC	35 Great St. Helen's, London EC3A 6AP	See the section entitled " <i>The Issuer</i> " for further information.
"Holdings"	Stanlington No. 1 Holdings Limited	35 Great St. Helen's, London EC3A 6AP	See the section entitled " <i>Holdings</i> " for further information.
"Seller"	Paratus AMC Limited	5 Arlington Square, Downshire Way, Bracknell, Berkshire RG12 1WA	See the sections entitled " <i>Summary of the Key Transaction Documents - Mortgage Sale Agreement</i> " and " <i>The Seller, Retention Holder, Legal Title Holder and Servicer</i> " for further information.
"Retention Holder"	Paratus AMC Limited	5 Arlington Square, Downshire Way, Bracknell, Berkshire RG12 1WA	See the section entitled " <i>The Seller, Retention Holder, Legal Title Holder and Servicer</i> " for more information.
"Servicer"	Paratus AMC Limited	5 Arlington Square, Downshire Way, Bracknell, Berkshire RG12 1WA	The Servicing Agreement. See the section entitled " <i>Summary of the Key Transaction Documents - Servicing Agreement</i> " and " <i>The Seller, Retention Holder, Legal Title Holder and Servicer</i> " for further information.
"Back-Up Servicer Facilitator"	Intertrust Management Limited	35 Great St. Helen's, London, EC3A 6AP	The Servicing Agreement. See the section entitled " <i>Summary of the Key Transaction Documents - Servicing Agreement</i> " for further information.

Party	Name	Address	Document under which appointed/Further Information
"Legal Title Holder"	Paratus AMC Limited	5 Arlington Square, Downshire Way, Bracknell, Berkshire RG12 1WA	The Mortgage Sale Agreement. See the section entitled <i>"Summary of the Key Transaction Documents - The Mortgage Sale Agreement"</i> and <i>"The Seller, Retention Holder, Legal Title Holder and Servicer"</i> for further information.
"Cash Manager"	Elavon Financial Services D.A.C., UK Branch	5 th Floor, 125 Old Broad Street, London EC2N 1AR	The Cash Management Agreement. See the sections entitled <i>"Summary of the Key Transaction Documents - Cash Management Agreement"</i> and <i>"Note Trustee, Security Trustee, Cash Manager and Issuer Account Bank"</i> for further information.
"Issuer Account Bank"	Elavon Financial Services D.A.C., UK Branch	5 th Floor, 125 Old Broad Street, London EC2N 1AR	The Issuer Account Bank Agreement. See the sections entitled <i>"Summary of the Key Transaction Documents - Issuer Account Bank Agreement"</i> and <i>"Note Trustee, Security Trustee, Cash Manager and Issuer Account Bank"</i> for further information.
"Global Collection Account Bank"	Barclays Bank PLC	One Churchill Place, London E14 5HP	The Paratus Account Bank Agreement. See the section entitled <i>"Summary of the Key Transaction Documents - Global Collection Account Declaration of Trust and Deed of Accession to Global Collection Account Declaration of Trust"</i> , and <i>"The Global Collection Account Bank and Paratus Account Bank"</i> for further information.
"Paratus Account Bank"	Barclays Bank PLC	One Churchill Place, London E14 5HP	The Paratus Account Bank Agreement. See the section entitled <i>"Summary of the Key Transaction Documents - Transaction Collection Accounts Declaration of Trust"</i> , and <i>"The Global Collection Account Bank and Paratus Account Bank"</i> for further information.

Party	Name	Address	Document under which appointed/Further Information
"Security Trustee"	U.S. Bank Trustees Limited	5 th Floor, 125 Old Broad Street, London EC2N 1AR	The Deed of Charge. See the sections entitled <i>"Terms and Conditions of the Notes"</i> and <i>"Note Trustee, Security Trustee, Cash Manager and Issuer Account Bank"</i> for further information.
"Note Trustee"	U.S. Bank Trustees Limited	5 th Floor, 125 Old Broad Street, London EC2N 1AR	The Trust Deed. See the sections entitled <i>"Terms and Conditions of the Notes"</i> and <i>"Note Trustee, Security Trustee, Cash Manager and Issuer Account Bank"</i> for further information.
"Principal Paying Agent" and "Agent Bank"	Elavon Financial Services D.A.C., UK Branch	5 th Floor, 125 Old Broad Street, London EC2N 1AR	The Agency Agreement. See the section entitled <i>"Terms and Conditions of the Notes"</i> for further information.
"Registrar"	Elavon Financial Services D.A.C., UK Branch	5 th Floor, 125 Old Broad Street, London EC2N 1AR	In respect of the Notes and Residual Certificates, the Agency Agreement, by the Issuer. See the section entitled <i>"Terms and Conditions of the Notes"</i> and <i>"Terms and Conditions of the Residual Certificates"</i> for further information.
"Corporate Services Provider"	Intertrust Management Limited	35 Great St. Helen's, London, EC3A 6AP	The Corporate Services Agreement. See the section entitled <i>"The Corporate Services Provider"</i> for further information.
"Share Trustee"	Intertrust Corporate Services Limited	35 Great St. Helen's, London EC3A 6AP	The Share Trust Deed by the Share Trustee.

Other entities involved on the Transaction which are not Transaction Parties:

"Arranger" and "Joint Lead Manager"	Natixis	30 avenue Pierre Mendès-France, 75013 Paris, France	The Subscription Agreement. See the section entitled <i>"Subscription and Sale"</i> for further information.
"Arranger" and "Joint Lead Manager"	NatWest Markets	250 Bishopsgate, London EC2M 4AA	The Subscription Agreement. See the section entitled <i>"Subscription and Sale"</i> for further information.
"Competent Authority"	Central Bank of Ireland	Iveagh Court, Block D, Harcourt Road, Dublin 2, Ireland	N/A

Party	Name	Address	Document under which appointed/Further Information
"Stock Exchange"	Irish Stock Exchange PLC	28 Anglesea Street, Dublin 2, Ireland	N/A
"Clearing Systems"	Euroclear Bank S.A. / N.V.	1, Boulevard du Roi Albert II B - 1210 Brussels Belgium	N/A
	Clearstream Banking, <i>Société anonyme</i>	42 Avenue JF Kennedy L-1855 Luxembourg Luxembourg	N/A
"Rating Agencies"	Standard & Poor's Credit Market Services Europe Limited	20 Canada Square, Canary Wharf London E14 5LH	N/A
	Moody's Investors Service Limited	1 Canada Square, Canary Wharf London E14 5FA	N/A
"Originators"	GMAC-RFC Limited (currently known as Paratus AMC Limited) (" GMAC-RFC ")	5 Arlington Square, Downshire Way, Bracknell, Berkshire RG12 1WA	See the section entitled " <i>The Originators</i> " for further information.
	First Alliance Mortgage Company Limited	2 Cornwall Street, Birmingham, West Midlands B3 2DL	
	Amber Homeloans Limited	The Bailey, Skipton, North Yorkshire BD23 1DN	
	Victoria Mortgage Funding Limited (dissolved)	3 rd floor Elizabeth House, 39 York Road, London SE1 7NQ	

TRANSACTION OVERVIEW – MORTGAGE 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 Mortgage Portfolio" and "The Mortgage Portfolio and the Mortgage Loans" for further detail in respect of the characteristics of the Mortgage Portfolio and the sale and the servicing arrangements in respect of the Mortgage Portfolio.

Sale of the Mortgage Portfolio:

The Mortgage Portfolio will consist of the Mortgage 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 Mortgage Loans and their Related Security are governed by English law and the Scottish Mortgage Loans and their Related Security are governed by Scots law.

The Mortgage Loans have been originated by the Originators and the beneficial title to the Mortgage Loans and their Related Security has (prior to the sale thereof to the Issuer on the Closing Date pursuant to the terms of the Mortgage Sale Agreement) been purchased on or before the Closing Date by the Seller pursuant to certain antecedent agreements.

The terms "sale", "sell" and "sold" when used in this Prospectus in connection with the Mortgage 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 Mortgage Loan and its Related Security shall be construed to include (A) the repurchase of the beneficial interest of the Issuer in respect of such Mortgage Loan and its Related Security (to the extent that it is an English Mortgage Loan) and the repurchase of the beneficial interest in respect of such Mortgage Loan and its Related Security (to the extent that it is a Scottish Mortgage Loan) under the Scottish Declaration of Trust and the release of such Mortgage Loan and its Related Security from the Scottish Declaration of Trust and (B) the purchase by the Seller of such Mortgage 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 Mortgage Loans and their Related Security comprising the Mortgage Portfolio will not be given to the Borrowers and the Issuer will not apply to the relevant Land Registries to register or record its equitable or beneficial interest in the English Mortgages or take any steps to complete or perfect its title to the Scottish Mortgages. Prior to the occurrence of a Perfection Event, the legal title to each Mortgage Loan and its Related Security in the Mortgage Portfolio will be held by the Legal Title Holder on bare trust for the Issuer (including, in respect of a Scottish Mortgage Loan and related Scottish Mortgage). Following a Perfection Event and notice of the transfer of the Mortgage Loans and their Related Security to the Issuer being sent to the relevant Borrowers, legal title to the Mortgage Loans and their Related Security (subject to appropriate registration or recording at the relevant Land Registries) will pass to the Issuer.

Features of the Mortgage Loans:

Except as otherwise indicated, the following is a summary of certain features of the Mortgage Loans comprising the Provisional Mortgage Portfolio determined by reference to the features of each loan in the Provisional Mortgage Portfolio as at the Portfolio Reference Date. Investors are further referred to consider further details of the Provisional Mortgage Portfolio in the sections of this Prospectus entitled "*The Mortgage Portfolio and the Mortgage Loans*".

The Mortgage Loans comprise loans to Borrowers and are secured by first priority charges or (in Scotland) first ranking standard securities over freehold, heritable and leasehold properties in England, Wales or Scotland.

Type of Borrower	mainly Non-conforming
Type of mortgage	Repayment, Interest Only, Part and Part
Self-Certified Mortgage Loans	49.86 per cent. by aggregate Capital Balance
Non-Income Verified Mortgage Loans	36.68 per cent. by aggregate Capital Balance
First time buyer Mortgage Loans	28.32 per cent. by aggregate Capital Balance
Right to Buy Mortgage Loans	2.70 per cent. by aggregate Capital Balance
Buy-To-Let Mortgage Loans	16.90 per cent. by aggregate Capital Balance
Number of loans in the Provisional Mortgage Portfolio	1,821

	<u>Average</u>	<u>Minimum</u>	<u>Maximum</u>
Capital Balance.....	£128,077	£3,169	£600,100
	<u>Weighted Average</u>	<u>Minimum</u>	<u>Maximum</u>
Current LTV	81.89%	1.06%	121.68%
Seasoning (years)	10	3	19
Remaining Term (years).....	13	-1	27

See the section titled "*The Mortgage Portfolio and the Mortgage Loans – Lending Criteria*" for a description of how Current LTV has been calculated.

Consideration:	The consideration from the Issuer to the Seller in respect of the sale of the Mortgage Portfolio shall be: (a) the initial consideration in an amount equal to £224,833,594.07, which is due and payable on the Closing Date (the " Initial Purchase Price ") and (b) further consideration consisting of the Residual Payments in respect of the Mortgage Portfolio payable pursuant to the applicable Priority of Payments, the right to such Residual Payments being represented by Residual Certificates to be issued by the Issuer and delivered to, or at the direction of, the Seller on the Closing Date.
Certificateholders:	Any Residual Payment will be paid to the Certificateholder in accordance with the Pre-Enforcement Revenue Priority of Payments or, if applicable, the Post-Enforcement Priority of Payments.
Representations and Warranties:	The Seller will make certain Mortgage Loan Warranties regarding the Mortgage Loans and Related Security to the Issuer in relation to the Mortgage Loans and their Related Security comprised in the Mortgage Portfolio, on the Closing Date, which include, amongst others, the following:

- (a) each Mortgage either constitutes (in England and Wales) a first ranking charge by way of legal mortgage or (in Scotland) a first ranking standard security;
- (b) all steps necessary to perfect the vesting of the legal title to each Mortgage Loan and the related Mortgage in the Legal Title Holder have been duly done;
- (c) each Mortgage Loan was originated in, is denominated, in and all amounts in respect of such Mortgage Loan are payable in, sterling and may not be changed by the relevant Borrower to any other currency; and
- (d) each Property is a residential property situated in England, Wales or Scotland.

See the section "*Summary of the Key Transaction Documents - Mortgage Sale Agreement*" and section "*The Mortgage Portfolio and the Mortgage Loans - Mortgage Loan Warranties and Breach of Mortgage Loan Warranties*" for further details.

Repurchase of the Mortgage Loans and Related Security:

The Seller is liable for the repurchase of the relevant Mortgage Loans and their Related Security (or in the case of the non-existence of a Mortgage Loan, the indemnification of the Issuer and the Security Trustee) upon a breach of Mortgage Loan Warranties (which the Seller fails to remedy within the agreed grace period). The Seller shall have no liability for a breach of a Mortgage Loan Warranty other than the obligation to repurchase (or indemnify in the case of the non-existence of a Mortgage Loan) in accordance with the terms of the Mortgage Sale Agreement.

In addition, the Seller will be required to repurchase Mortgage Loans and their Related Security where the Legal Title Holder has determined that it will accept a request from a Borrower for or that the Servicer or the Legal Title Holder has determined that it will issue an offer of (i) a Further Advance, or (ii) a Port, or (iii) a Product Switch, following the repurchase of the relevant Mortgage Loan and the Related Security.

The Seller will also agree in the Mortgage Sale Agreement that, amongst other things, if a term relating to the recovery of interest under the Standard Documentation applicable to any Mortgage Loan sold by it to the Issuer is at any time on or after the Closing Date found by a competent court, or other competent authority or any ombudsman or regulator to be an unfair term (for the purposes of the UTCCR or the CRA), it shall repurchase or procure the repurchase of the Mortgage Loan concerned and its Related Security.

Consideration for repurchase:

The price payable by the relevant Seller upon the repurchase of any Mortgage Loan and its Related Security (or the amount of any indemnification in the case of the non-existence of a Mortgage Loan) (the "**Repurchase Price**") will be the Current Balance of such Mortgage Loan as at the close of business on the date immediately preceding the date of repurchase plus an amount equal to the Issuer's reasonable costs or any other reasonable expenditure in relation to such repurchase (if any). See the section entitled "*Summary of the Key Transaction Documents – Mortgage Sale Agreement - Representations and Warranties*" for further information.

Perfection Events and transfer of legal title to the Issuer:

Within 25 Business Days of receipt of written notice from the Issuer or the Security Trustee of the occurrence of any Perfection Event, the Legal Title Holder will be required to execute transfers or assignments of legal title to the Mortgage Loans and their Related Security to the Issuer (or a nominee of the Issuer). The Legal Title Holder shall be obliged to give notice of assignment of the Mortgage Loans to the Borrowers following the occurrence of a Perfection Event by serving relevant notices thereof on the Borrowers.

See "*Assignment of the Mortgage Loans and Related Security*" below.

Servicing of the Mortgage Portfolio:

The Servicer agrees to service the Mortgage Loans to be sold to the Issuer and their Related Security on behalf of the Issuer and, where applicable, the Legal Title Holder. 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 and/or the Security Trustee (subject to the terms of the Servicing Agreement) if any Servicer Termination Event occurs and is continuing (see "*Summary of the Key Transaction Documents – Servicing Agreement - Termination of the Appointment of the Servicer*").

Portfolio Option Holder may exercise the Portfolio Option:

Pursuant to the terms of the Deed Poll and the Portfolio Option granted therein, the Portfolio Option Holder may, subject to certain conditions, purchase all (but not some) of the Mortgage Loans and their Related Security comprising the Mortgage Portfolio, at no less than the Optional Portfolio Purchase Price. The Portfolio Option Holder may give notice of its exercise of such option no earlier than the Business Day immediately following the Interest Payment Date immediately preceding the Optional Redemption Date. Completion of the purchase by the Portfolio Option Holder will occur on the date specified in the notice (the "**Optional Portfolio Purchase Completion Date**") from the Portfolio Option Holder notifying the Issuer that it intends to exercise the Portfolio Option **provided that** the Optional Portfolio Purchase Completion Date shall fall two Business Days prior to the Interest Payment Date immediately following the date of the Exercise Notice or such earlier date as the Issuer, Note Trustee, Security Trustee and Portfolio Option Holder may agree, provided that such date may fall no earlier than six Business Days after the Collection Period End Date immediately preceding the Interest Payment Date immediately following the date of the Exercise Notice.

See the section entitled "*Early redemption of Notes pursuant to the Portfolio Option or the Risk Retention Regulatory Change Option*" below.

Purchase of Mortgage Portfolio pursuant to Risk Retention Regulatory Change Option:

Pursuant to the Mortgage Sale Agreement, following the occurrence of a Risk Retention Regulatory Change Event (and subject to two directors of the Retention Holder certifying in writing to the Note Trustee and the Security Trustee that a Risk Retention Regulatory Change Event has occurred, upon which certificate the Note Trustee and Security Trustee shall rely absolutely without liability to any person for so doing), the Retention Holder has the benefit of the Risk Retention Regulatory Change Option to require the Issuer to, on the date specified in the notice (such date the "**Risk Retention Regulatory Change Option Date**"):

- (i) sell and transfer to the Retention Holder or its nominee (specified as such in the Risk Retention Regulatory Change Option Exercise Notice) the beneficial title to the Mortgage Loans and their Related Security comprising the Mortgage Portfolio; and
 - (a) prior to a Perfection Event, transfer to the Retention Holder the right to call for legal title to the Mortgage Loans and their Related Security comprising the Mortgage Portfolio; or

- (b) after a Perfection Event, to the extent the legal title to the Mortgage Loans and their Related Security comprising the Mortgage Portfolio has been vested in the Issuer, to transfer to the Retention Holder such legal title to the Mortgage Loans and their Related Security,

in each case in accordance with and subject to the terms of the Mortgage Sale Agreement. Completion of the purchase by the Retention Holder will occur on the Risk Retention Regulatory Change Option Date provided that the Risk Retention Regulatory Change Option Date shall fall two Business Days prior to the Interest Payment Date immediately following the date of the Risk Retention Regulatory Change Option Exercise Notice or such earlier date as the Issuer, Note Trustee, Security Trustee and the Retention Holder may agree, **provided that** such date may fall no earlier than six Business Days after the Collection Period End Date immediately preceding the Interest Payment Date immediately following the date of the Risk Retention Regulatory Change Option Exercise Notice.

See the section entitled *"Early redemption of Notes pursuant to the Portfolio Option or the Risk Retention Regulatory Change Option"* below.

TRANSACTION OVERVIEW - OVERVIEW OF THE TERMS AND CONDITIONS OF THE NOTES

Please refer to the section 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	Class C Notes	Class D Notes	Class E Notes	Class X Notes	Class Z Notes	Residual Certificates
Principal Amount:	£162,700,000	£20,500,000	£11,300,000	£6,900,000	£5,700,000	£2,300,000	£20,500,000	N/A
Credit enhancement features:	Overcollateralisation funded by Notes (other than the Class A Notes and the Class X Notes), Revenue Receipts remaining after payment of interest on Class A Notes and all other amounts ranking in priority thereto, and amounts standing to the credit of the Reserve Fund	Overcollateralisation funded by Notes (other than the Class A Notes, the Class B Notes and the Class X Notes), Revenue Receipts remaining after payment of interest due in respect of the Class B Notes and all other amounts ranking in priority thereto, and when the Class B Notes are the Most Senior Class of Notes or following the service of an Enforcement Notice amounts standing to the credit of the Reserve Fund	Overcollateralisation funded by Notes (other than the Class A Notes, the Class B Notes, the Class C Notes and the Class X Notes) and Revenue Receipts remaining after payment of interest due in respect of the Class C Notes and all other amounts ranking in priority thereto, when the Class B Notes are the Most Senior Class of Notes the excess of the Reserve Fund over and above the Reserve Fund Required Liquidity Amount, and following the Senior Note Redemption Date, service of an Enforcement Notice or on the Final Redemption Date all amounts standing to the credit of the Reserve Fund	Overcollateralisation funded by Notes (other than the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, and the Class X Notes) and Revenue Receipts remaining after payment of interest due in respect of the Class D Notes and all other amounts ranking in priority thereto, when the Class B Notes are the Most Senior Class of Notes the excess of the Reserve Fund over and above the Reserve Fund Required Liquidity Amount, and following the Senior Note Redemption Date, service of an Enforcement Notice or on the Final Redemption Date all amounts standing to the credit of the Reserve Fund	Overcollateralisation funded by the Class Z Notes and Revenue Receipts remaining after payment of interest due in respect of the Class E Notes and all other amounts ranking in priority thereto, when the Class B Notes are the Most Senior Class of Notes the excess of the Reserve Fund over and above the Reserve Fund Required Liquidity Amount, and following the Senior Note Redemption Date, service of an Enforcement Notice or on the Final Redemption Date all amounts standing to the credit of the Reserve Fund	The cumulative excess (if any) accumulating from the Closing Date until the Final Discharge Date of Available Revenue Receipts after providing for items (a) to (x) of the Pre-Enforcement Revenue Priority of Payments over the original principal amount of the Class X Notes, following the Final Redemption Date, the overcollateralisation funded by the application of the Reserve Fund as Available Redemption Receipts and, following the service of an Enforcement Notice the overcollateralisation funded by the Class Z Notes and all amounts standing to the credit of the Reserve Fund	Accumulated Overcollateralisation arising in prior periods (if any), amounts of Available Revenue Receipts available to provide for PDL Cure Amounts in relation to the Junior Principal Deficiency Sub-Ledger and any excess thereof, and following the service of an Enforcement notice or on the Final Redemption Date, all amounts standing to the credit of the Reserve Fund.	N/A

	Class A Notes	Class B Notes	Class C Notes	Class D Notes	Class E Notes	Class X Notes	Class Z Notes	Residual Certificates
Liquidity support features	Subordination in payment of interest of the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class X Notes and the Residual Certificates, Available Redemption Receipts applied as Principal Addition Amounts to conditionally provide for any Revenue Deficits and the availability of amounts credited to the Reserve Fund	Subordination in payment of interest of the Class C Notes, the Class D Notes, the Class E Notes, the Class X Notes and the Residual Certificates, Available Redemption Receipts applied as Principal Addition Amounts to conditionally provide for any Revenue Deficits when the Class B Notes are the Most Senior Class of Notes and the conditional availability of amounts credited to the Reserve Fund (subject to the satisfaction of the Liquidity Availability Rules (where applicable))	Subordination in payment of the Class D Notes, the Class E Notes, the Class X Notes and the Residual Certificates, Available Redemption Receipts applied as Principal Addition Amounts to conditionally provide for any Revenue Deficits when the Class C Notes are the Most Senior Class of Notes and the conditional availability of amounts credited to the Reserve Fund	Subordination in payment of the Class E Notes, the Class X Notes and the Residual Certificates, Available Redemption Receipts applied as Principal Addition Amounts to provide for any Revenue Deficits when the Class D Notes are the Most Senior Class of Notes and the conditional availability of amounts credited to the Reserve Fund	Subordination in payment of the Class X Notes and the Residual Certificates, Available Redemption Receipts applied as Principal Addition Amounts to provide for any Revenue Deficits when the Class E Notes are the Most Senior Class of Notes and the conditional availability of amounts credited to the Reserve Fund	The conditional availability of amounts credited to the Reserve Fund.	N/A	N/A
Issue Price:	100%	100%	100%	100%	100%	100%	100%	N/A
Reference Rate:*	Three Month LIBOR**	Three Month LIBOR** (capped at 8%)	Three Month LIBOR** (capped at 8%)	Three Month LIBOR** (capped at 8%)	Three Month LIBOR** (capped at 8%)	4.75% per annum	N/A	N/A
Margin:	1.00% per annum	1.85% per annum	2.35% per annum	2.85% per annum	3.85% per annum	N/A	N/A	N/A
Step-Up Margin (from the Optional Redemption Date):	2.10% per annum	2.75% per annum	3.30% per annum	4.50% per annum	5.25% per annum	N/A	N/A	N/A
Interest Accrual Method:	Actual/365 (Fixed)	Actual/365 (Fixed)	Actual/365 (Fixed)	Actual/365 (Fixed)	Actual/365 (Fixed)	30/360	N/A	N/A
Interest Payment Dates:	12 th day of March, June, September and December in each year	12 th day of March, June, September and December in each year	12 th day of March, June, September and December in each year	12 th day of March, June, September and December in each year	12 th day of March, June, September and December in each year	12 th day of March, June, September and December in each year	12 th day of March, June, September and December in each year	N/A
First Interest Payment Date:	June 2017	June 2017	June 2017	June 2017	June 2017	June 2017	June 2017	N/A

* Except in respect of the first Interest Period, where the reference rate will be the linear interpolation of LIBOR for three and six months deposits in Sterling.

** "Three Month LIBOR" means LIBOR for three month sterling deposits.

	Class A Notes	Class B Notes	Class C Notes	Class D Notes	Class E Notes	Class X Notes	Class Z Notes	Residual Certificates
Final Maturity Date:	The Interest Payment Date falling in June 2046	The Interest Payment Date falling in June 2046	The Interest Payment Date falling in June 2046	The Interest Payment Date falling in June 2046	The Interest Payment Date falling in June 2046	The Interest Payment Date falling in June 2046	The Interest Payment Date falling in June 2046	N/A
Optional Redemption Date:	The Interest Payment Date falling in March 2022	The Interest Payment Date falling in March 2022	The Interest Payment Date falling in March 2022	The Interest Payment Date falling in March 2022	The Interest Payment Date falling in March 2022	The Interest Payment Date falling in March 2022	The Interest Payment Date falling in March 2022	N/A
Application for Exchange Listing:	Irish Stock Exchange	Irish Stock Exchange	Irish Stock Exchange	Irish Stock Exchange	Irish Stock Exchange	Irish Stock Exchange	Irish Stock Exchange	N/A
ISIN:	XS1567419061	XS1567419731	XS1567421711	XS1567421802	XS1567422289	XS1567422529	XS1567423097	XS1567971384
Common Code:	156741906	156741973	156742171	156742180	156742228	156742252	156742309	156797138
Ratings (Moody's/ S&P):	Aaa(sf) / AAA(sf)	Aa1(sf) / AA(sf)	A2(sf) / A+(sf)	Baa2(sf) / A(sf)	Ba2(sf) / BBB+(sf)	Not rated	Not rated	Not rated
Minimum Denomination:	£100,000	£100,000	£100,000	£100,000	£100,000	£100,000	£100,000	N/A
Governing law of the Notes:	English	English	English	English	English	English	English	English

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

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

Ranking and Form of the Notes:

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

- Class A Mortgage Backed Floating Rate Notes due June 2046 (the "**Class A Notes**");
- Class B Mortgage Backed Capped Rate Notes due June 2046 (the "**Class B Notes**");
- Class C Mortgage Backed Capped Rate Notes due June 2046 (the "**Class C Notes**");
- Class D Mortgage Backed Capped Rate Notes due June 2046 (the "**Class D Notes**");
- Class E Mortgage Backed Capped Rate Notes due June 2046 (the "**Class E Notes**");
- Class X Mortgage Backed Fixed Rate Notes due June 2046 (the "**Class X Notes**"); and
- Class Z Mortgage Backed Notes due June 2046 (the "**Class Z Notes**"),

and together, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes are the "**Rated Notes**". The Rated Notes together with the Class Z Notes and the Class X Notes are the "**Notes**" and the holders thereof, the "**Noteholders**".

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

Residual Certificates:

On the Closing Date, the Issuer will also issue to the Seller residual certificates under the Trust Deed (the "**Residual Certificates**" and the holders thereof, the "**Certificateholders**") representing the right to receive the Residual Payments by way of further consideration in connection with the Issuer's purchase of the Mortgage Portfolio on the Closing Date.

Sequential Order:

The Class A Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of interest and principal at all times. The Class A Notes will rank senior to all other classes of Notes and the Residual Certificates in respect of payments of interest and principal **provided that** (i) on and following the Optional Redemption Date and prior to the delivery of an Enforcement Notice, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes may be redeemed prior to the redemption of the Class A Notes, pursuant to the provisions of the Pre-Enforcement Revenue Priority of Payments and (ii) at any time, the Class X Notes may be redeemed prior to the redemption of the Class A Notes.

The Class B Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of interest and principal at all times but subordinate to the Class A Notes, **provided that** on and following the Optional Redemption Date and prior to the delivery of an Enforcement Notice, the Class B Notes may be redeemed prior to the redemption of the Class A Notes, pursuant to the provisions of the Pre-Enforcement Revenue Priority of Payments and **provided further that** (i) on and following the Optional Redemption Date and prior to the delivery of an Enforcement Notice, the Class C Notes, the Class D Notes and the Class E Notes may be redeemed prior to the redemption of the Class B Notes, pursuant to the provisions of the Pre-Enforcement Revenue Priority of Payments and (ii) at any time, the Class X Notes may be redeemed prior to the redemption of the Class B Notes.

The Class C Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of interest and principal at all times, but subordinate to the Class A Notes and the Class B Notes, **provided that** on and following the Optional Redemption Date and prior to the delivery of an Enforcement Notice, the Class C Notes may be redeemed prior to the redemption of the Class A Notes and the Class B Notes, pursuant to the provisions of the Pre-Enforcement Revenue Priority of Payments and **provided further that** (i) on and following the Optional Redemption Date and prior to the delivery of an Enforcement Notice, the Class D Notes and the Class E Notes may be redeemed prior to the redemption of the Class C Notes, pursuant to the provisions of the Pre-Enforcement Revenue Priority of Payments and (ii) at any time, the Class X Notes may be redeemed prior to the redemption of the Class C Notes.

The Class D Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of interest and principal at all times, but subordinate to the Class A Notes, the Class B Notes and the Class C Notes, **provided that** on and following the Optional Redemption Date and prior to the delivery of an Enforcement Notice, the Class D Notes may be redeemed prior to the redemption of the Class A Notes, the Class B Notes and the Class C Notes, pursuant to the provisions of the Pre-Enforcement Revenue Priority of Payments and **provided further that** (i) on and following the Optional Redemption Date and prior to the delivery of an Enforcement Notice, the Class E Notes may be redeemed prior to the redemption of the Class C Notes, pursuant to the provisions of the Pre-Enforcement Revenue Priority of Payments and (ii) at any time, the Class X Notes may be redeemed prior to the redemption of the Class D Notes.

The Class E Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of interest and principal at all times, but subordinate to the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes **provided that** on and following the Optional Redemption Date and prior to the delivery of an Enforcement Notice, the Class E Notes may be redeemed prior to the redemption of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes, pursuant to the provisions of the Pre-Enforcement Revenue Priority of Payments **provided further that** the Class X Notes may be redeemed prior to the redemption of the Class E Notes.

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

Prior to the service of an Enforcement Notice the Class X Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of principal at all times, but subordinate to all payments due in respect of items ranking senior thereto in the Pre-Enforcement Revenue Priority of Payments. Following the service of an Enforcement Notice, the Class X Notes rank *pro rata* and *pari passu* without preference of priority among themselves as to payment of principal at all times, but subordinate to all payments due in respect of the Rated Notes.

The Class Z Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of principal at all times, but subordinate to all payments due in respect of the Rated Notes and, on and from the date of service of an Enforcement Notice only, the Class X Notes.

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

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

Security:

Pursuant to a deed of charge made between, among others, the Issuer and the Security Trustee (the "**Deed of Charge**"), the Notes and Residual Certificates will all share the same Security. Certain other amounts, being the amounts owing to the other Secured Creditors, will also be secured by the Security.

Pursuant to the Deed of Charge on the Closing Date (or, in the case of (d) below, pursuant to a supplemental charge on the Closing Date), the Notes and Residual Certificates will be secured by, among other things, the following security (the "**Security**"):

- (a) an assignment by way of security of (and, to the extent not effectively assigned to the Security Trustee, a charge by way of first fixed charge over) the Issuer's rights, title, interest and benefit in, to and under the Transaction Documents (other than the Trust Deed, the Deed of Charge, any Scottish Supplemental Charge and any Scottish Declaration of Trust) and any sums derived therefrom;
- (b) an assignment by way of security of (and, to the extent not effectively assigned to the Security Trustee, a charge by way of first fixed charge over) the Issuer's interest in the English Mortgage Loans and their Related Security and other related rights comprised in the Mortgage Portfolio (other than in respect of Scottish Mortgage Loans) and any sums derived therefrom;
- (c) an assignment by way of security of (and, to the extent not effectively assigned to the Security Trustee, a charge by way of first fixed charge over) the Issuer's rights, title, interest and benefit in, to and under Insurance Policies assigned to the Issuer pursuant to the Mortgage Sale Agreement;
- (d) an assignment in security of the Issuer's interest in the Scottish Mortgage Loans and their Related Security (comprising the Issuer's beneficial interest under the trust declared by the Legal Title Holder over such Scottish Mortgage Loans and their Related Security for the benefit of the Issuer pursuant to any Scottish Declaration of Trust) (the "**Scottish Supplemental Charge**");

- (e) a charge by way of first fixed charge over the Issuer's interest in its bank accounts (including the Issuer Account) maintained with the Issuer Account Bank and any other bank or custodian and any sums or securities standing to the credit thereof;
- (f) an assignment by way of first fixed security (and, to the extent not effectively assigned to the Security Trustee, a charge by way of first fixed charge over) (but subject to the right of reassignment) the benefit of the Issuer's rights, title, interest and benefit in the Issuer's Share of the Global Collection Account Trust;
- (g) an assignment by way of first fixed security (and, to the extent not effectively assigned to the Security Trustee, a charge by way of first fixed charge over) (but subject to the right of reassignment) the benefit of the Issuer's rights, title, interest and benefit under the Issuer's Share of the Transaction Collection Account Trust; and
- (h) 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 (other than item (d) above), including over all of the Issuer's property, assets, rights and revenues as are situated in Scotland or governed by Scots law (whether or not such assets are the subject of the charges or Security referred to above).

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

Interest Provisions:

Please refer to the "*Full Capital Structure of the Notes*" table above and as fully set out in Condition 6 (*Interest*).

Deferral:

Interest due and payable on the Class A Notes or (should they be the Most Senior Class of Notes) the Class B Notes may not be deferred. Interest due and payable on the Notes (other than interest due in respect of the Class A Notes or (should they be the Most Senior Class of Notes) the Class B Notes) may be deferred in accordance with Condition 18 (*Subordination by Deferral*) on any Interest Payment Date (other than the Final Maturity Date or any earlier date on which the Notes are to be redeemed in full). For the avoidance of doubt, such deferral shall not result in the occurrence of an Event of Default or Potential Event of Default.

If, on any Interest Payment Date, the Issuer has insufficient funds to make payment in full of all amounts of interest payable in respect of the Class X Notes, such amounts of interest shall be cancelled and shall no longer be due and payable. For the avoidance of doubt, such non-payment and cancellation shall not result in the occurrence of an Event of Default or Potential Event of Default.

The Class Z Notes do not accrue interest.

Gross-up:

None of the Issuer, any Paying Agent or any other person will be obliged to pay additional amounts to Noteholders if there is any withholding or deduction required by law in respect of the Notes on account of taxes.

Redemption:

The Notes are required to be redeemed in the following circumstances:

- mandatory redemption in whole on the Interest Payment Date falling in June 2046 (the "**Final Maturity Date**"), as fully set out in Condition 8.1 (*Redemption at Maturity*).
- mandatory redemption in full following the exercise by the Portfolio Option Holder of the Portfolio Option, as fully set out in Condition 8.3 (*Mandatory Redemption of the Notes in full on or after the Optional Redemption Date*).

- mandatory redemption in full following the exercise by the Retention Holder of the Risk Retention Regulatory Change Option, as fully set out in Condition 8.4 (*Mandatory Redemption in full pursuant to a Risk Retention Regulatory Change Option*).
- mandatory redemption in full following a change in tax law or otherwise by reason of a change in law (which cannot otherwise be mitigated by substitution of the Issuer or an appointment of alternative Paying Agent, as fully set out in Condition 8.5 (*Mandatory Redemption for Taxation and Other Reasons*)).

Any amounts 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 and including the date of redemption.

- mandatory redemption in part on any Interest Payment Date commencing on the first Interest Payment Date but prior to the service of an Enforcement Notice subject to availability of Available Redemption Receipts:
 - (a) *first*, on a *pari passu* and *pro rata* basis to repay the Class A Notes until they are repaid in full;
 - (b) *second*, on a *pari passu* and *pro rata* basis to repay the Class B Notes until they are repaid in full;
 - (c) *third*, on a *pari passu* and *pro rata* basis to repay the Class C Notes until they are repaid in full;
 - (d) *fourth*, on a *pari passu* and *pro rata* basis to repay the Class D Notes until they are repaid in full;
 - (e) *fifth*, on a *pari passu* and *pro rata* basis to repay the Class E Notes until they are repaid in full; and
 - (f) *sixth*, on a *pari passu* and *pro rata* basis to repay the Class Z Notes until they are repaid in full.
- mandatory redemption in part on or after the Optional Redemption Date but prior to the service of an Enforcement Notice, of the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes shall be redeemed on each Interest Payment Date in an amount equal to the Available Revenue Receipts available for such purpose in accordance with the Pre-Enforcement Revenue Priority of Payments, which shall be applied in the following order of priority:
 - (a) *first*, to repay the Class E Notes until they are each repaid in full; and thereafter
 - (b) *second*, to repay the Class D Notes until they are each repaid in full; and thereafter
 - (c) *third*, to repay the Class C Notes until they are each repaid in full; and thereafter
 - (d) *fourth*, to repay the Class B Notes until they are each repaid in full.

- mandatory redemption in part of the Class X Notes on any Interest Payment Date prior to the service of an Enforcement Notice in an amount up to their principal amount then outstanding, equal to the Available Revenue Receipts available for such purpose in accordance with the Pre-Enforcement Revenue Priority of Payments.

Expected Average Lives of the Notes:

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

Event of Default:

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

- non-payment of any amount of interest and/or principal in respect of (i) the Class A Notes; (ii) (should they be the Most Senior Class of Notes) the Class B Notes; or (iii) (on or following the Final Maturity Date) any Class of Notes, and in each case such non-payment continues for a period of five days in the case of interest or ten days in the case of principal;
- failure to pay any amount due in respect of the Residual Certificates and the default continues for more than five days from the due date for payment (**provided that** all of the Notes have been redeemed in full);
- breach of any other contractual obligations by the Issuer under the Transaction Documents which, in the opinion of the Note Trustee is not materially prejudicial to the interests of the Most Senior Class of Notes (or, if no Notes are outstanding, the Certificateholders) if such breach is incapable of remedy or, if it is capable of remedy, has not been remedied within the applicable grace period;
- any representation or warranty made by the Issuer is incorrect when given which, in the opinion of the Note Trustee, is materially prejudicial to the interests of the Most Senior Class of Notes (or, if no Notes are outstanding, the Certificateholders) if the matters giving rise to such misrepresentation is incapable of remedy or, if it is capable of remedy, has not been remedied within the applicable grace period;
- the Issuer ceasing or threatening to cease to carry on the whole or a substantial part of its business or the occurrence of certain related events in relation to the Issuer;
- the occurrence of certain insolvency related events in relation to the Issuer or its assets and undertaking; and
- the Issuer initiating or consenting to judicial proceedings relating to itself, or taking steps with a view to obtaining a moratorium in respect of any of its indebtedness.

Following the occurrence of an Event of Default, the Note Trustee may (or if so directed by the holders of the Most Senior Class of Notes, shall) serve an Enforcement Notice on the Issuer that all Classes of Notes are immediately due and payable **provided that** the Note Trustee is indemnified and/or prefunded and/or secured to its satisfaction. Following service of an Enforcement Notice to the Issuer, the Security Trustee may enforce the Security.

The Note Trustee at its absolute discretion may, and, provided all of the Notes have been redeemed in full, if so directed in writing by the holders of at least 25 per cent. of the Residual Certificates in number or if so directed by an Extraordinary Resolution of the Certificateholders shall (subject to being indemnified and/or prefunded and/or secured to its satisfaction as more particularly described in the Trust Deed), give an Enforcement Notice to the Issuer that any Residual Payments pursuant to the Residual Certificates are immediately due and payable in any of the events described more fully in Residual Certificates Condition 10 (*Events of Default*).

**Limited Recourse and
Non-Petition:**

The Notes are limited recourse obligations of the Issuer, and, if not repaid in full, amounts outstanding are subject to a final write-off, which is described in more detail in Condition 12.4 (*Limited Recourse*). In accordance with Condition 12.3 (*Limitations on Enforcement*), no Noteholder may proceed directly against the Issuer unless the Note Trustee or the Security Trustee, having become bound to do so, fails to do so within a reasonable period of time and such failure is continuing.

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

Governing Law:

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

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

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

Prior to an Event of Default:

Noteholders holding not less than 10 per cent. of the Principal Amount Outstanding of the Notes then outstanding are entitled to convene a Noteholders' meeting and Certificateholders holding not less than 10 per cent. in number of the Residual Certificates then in issue are entitled to convene a Certificateholders' meeting.

However, 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 actions, either directly or through the Note Trustee, without the consent of the Issuer and, if applicable, certain other transaction parties, unless the Issuer has an obligation to take such actions under the relevant Transaction Documents.

Following an Event of Default:

Following the occurrence of an Event of Default, Noteholders may, if they hold not less than 25 per cent. of the aggregate Principal Amount Outstanding of the Most Senior Class of Notes (or if no Notes remain outstanding, of the number of Residual Certificates then in issue), or if an Extraordinary Resolution of the holders of the Most Senior Class of Notes (or if no Notes remain outstanding, of the number of Residual Certificates then in issue) is passed, direct the Note Trustee to give an Enforcement Notice to the Issuer that all classes of the Notes are immediately due and repayable at their respective Principal Amount Outstanding together with accrued (but unpaid) interest. The Note Trustee shall not be bound to take any such action unless first indemnified and/or prefunded and/or secured to its satisfaction.

Noteholders and Certificateholders Meeting provisions:

	<u>Initial meeting</u>	<u>Adjourned meeting</u>
Notice period:	At least 21 clear days	At least 10 clear days
Quorum:	Subject to more detailed provisions of the Trust Deed, one or more persons present and representing in aggregate not less than one-quarter of the Principal Amount Outstanding of the relevant Class or Classes of Notes then outstanding or holding or representing not less than one-quarter in number of the Residual Certificates then in issue, as applicable, for transaction of business including the passing of an Ordinary Resolution. The quorum for passing an Extraordinary Resolution (other than a Basic Terms	Subject to more detailed provisions of the Trust Deed, one or more persons present and representing in aggregate not less than 10 per cent. of the Principal Amount Outstanding of the relevant Class or Classes of Notes then outstanding or holding or representing not less than 10 per cent. in number of the Residual Certificates then in issue, as applicable, for transaction of business including the passing of an Ordinary Resolution. The quorum for passing an Extraordinary Resolution (other than a Basic Terms

Modification) shall be one or more persons present and representing in the aggregate not less than 50 per cent. of the aggregate Principal Amount Outstanding of the relevant Class or Classes of Notes then outstanding or holding or representing not less than 50 per cent. in number of the Residual Certificates then in issue, as applicable. The quorum for passing a Basic Terms Modification shall be one or more persons eligible to attend and vote at such meeting holding or representing in the aggregate not less than three-quarters of the aggregate Principal Amount Outstanding of each Class of Notes then outstanding and holding or representing not less than three-quarters in number of the Residual Certificates then in issue, as applicable.

Modification) shall be one or more persons present and representing in aggregate not less than 25 per cent. of the aggregate Principal Amount Outstanding of the relevant Class or Classes of Notes then outstanding or holding or representing not less than 25 per cent. in number of the Residual Certificates then in issue, as applicable. The quorum for passing a Basic Terms Modification shall be one or more persons eligible to attend and vote at such meeting holding or representing in aggregate not less than 75 per cent. of the aggregate Principal Amount Outstanding of each Class of Notes then outstanding and holding or representing not less than 75 per cent. in number of the Residual Certificates then in issue, as applicable.

Required majority for Ordinary Resolution:

A clear majority of persons eligible to attend and vote at such meeting and voting at that meeting upon a show of hands or, if a poll is duly demanded, by a clear majority of the votes cast on such poll (an "**Ordinary Resolution**").

Required majority for Extraordinary Resolution:

Majority consisting of not less than three-quarters of persons eligible to attend and vote at such meeting and voting at such meeting upon a show of hands or, if a poll is duly demanded, by a majority consisting of not less than three-quarters of the votes cast on such poll (an "**Extraordinary Resolution**").

Required majority for a written resolution:

Not less than three-quarters in aggregate Principal Amount Outstanding of the relevant Class of Notes then outstanding or not less than three-quarters of the number of Residual Certificates then in issue. A written resolution has the same effect as an Extraordinary Resolution.

Matters requiring Extraordinary Resolution:

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

- to sanction or to approve a Basic Terms Modification;

- to sanction any compromise or arrangement proposed to be made between, 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 Condition 8.5 (*Mandatory Redemption for Taxation or Other Reasons*) or Condition 13.22 (*Issuer Substitution Condition*);
- to assent to any modification of the Trust Deed or any other Transaction Document which is proposed by the Issuer or any other party to any Transaction Document or any Noteholder or Certificateholder, other than those modifications which are sanctioned by the Note Trustee or Security Trustee without the consent or sanction of the Noteholders in accordance with the terms of the Trust Deed;
- 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 approve the appointment of a Replacement Servicer in circumstances where the Servicer has resigned and the appointment of the Replacement Servicer is not on substantially similar terms to those of the outgoing Servicer;
- 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 or the Notes;
- to make directions to the Security Trustee in connection with a breach of the Risk Retention Undertaking by the Risk Retention Holder;
- to appoint any persons as a committee to represent the interests of the Noteholders or the Certificateholders and to confer upon such committee any powers which the Noteholders or the Certificateholders could themselves exercise by Extraordinary Resolution;
- to sanction any scheme or proposal for the exchange, sale, conversion or cancellation of the Notes or the Residual Certificates for or partly or wholly in consideration of shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities of the Issuer or any other company or partly or wholly in

consideration of cash; or

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

See Condition 13 (*Meetings of Noteholders, Modification, Waiver and Substitution*) in the section entitled "*Terms and Conditions of the Notes*" for more detail.

**Right of modification
subject to negative
consent of Noteholders:**

Pursuant to and in accordance with the detailed provisions of Condition 13.6, the Note Trustee shall be obliged, and shall direct the Security Trustee, in certain circumstances, without any consent or sanction of the Noteholders or the other Secured Creditors, to concur with the Issuer in making any modification (other than a Basic Terms Modification) to the Conditions and/or any Transaction Document that the Issuer considers necessary for the purpose of complying with: (a) any change in rating criteria of one or more Rating Agencies; (b) any changes in the CRR, the AIFMD, the AIFMR and Solvency II; (c) any changes in FATCA; or (d) any changes in CRA Regulation.

The Issuer must provide at least 30 days' notice to Noteholders of each Class of the proposed modification in accordance with Condition 16 (*Notice to Noteholders*) and by publication on Bloomberg on the "Company News" screen relating to the Issuer. If Noteholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of any Class of Notes have notified the Issuer in writing that such Noteholders do not consent to the modification then such modification will not be made unless passed by an Extraordinary Resolution of the Noteholders of the Most Senior Class of Notes in accordance with Condition 13 (*Meetings of Noteholders, Modification, Waiver and Substitution*).

**Right of modification
without consent of
Noteholders:**

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 the Security Trustee, as applicable, would have the effect of (i) exposing the Note Trustee or the Security Trustee, as applicable, to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (ii) increasing the obligations or duties, or decreasing the rights or protection, of the Note Trustee or the Security Trustee, as applicable, in the Transaction Documents and/or these Conditions.

**Relationship between
Classes of Noteholders
and Certificateholders:**

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

The voting rights of the Certificateholders are limited to the extent that any Ordinary Resolution or Extraordinary Resolution of the Certificateholders is only effective if, while any Classes of Notes remain outstanding, such resolution has been sanctioned by an Ordinary Resolution or Extraordinary Resolution, respectively, of the Most Senior Class of Notes and all other

Classes of Notes, or the Note Trustee is of the opinion it would not be materially prejudicial to the interests of the holders of the Most Senior Class of Notes and all other Classes of Notes.

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

Subject to the provisions governing a Basic Terms Modification and the foregoing paragraphs, a resolution which, in the opinion of the Note Trustee, affects the interests of the holders of Notes of only one Class or the Residual Certificates only shall be deemed to have been duly passed if passed at a separate meeting (or by a separate resolution in writing or by a separate resolution passed by way of consents received through the relevant Clearing System(s)) of the holders of that Class of Notes so affected or the Residual Certificates.

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

**Relationship between
Noteholders and other
Secured Creditors:**

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

So long as the Notes are outstanding, the Note Trustee will have regard to the interests of each class of the Noteholders, but if in the Note Trustee's sole opinion there is a conflict between the interests of any Classes of Notes, it will have regard solely to the interests of the holders of the Most Senior Class of Notes and the holders of such subordinated Classes of Notes shall have no claim against the Note Trustee for so doing.

So long as any Notes or Residual Certificates are outstanding the Security Trustee shall act on the instructions of the Note Trustee and shall not have regard to the interests of any other Secured Creditor.

"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.

**Seller, Retention Holder
or related entity as
Noteholder or
Certificateholder:**

Prospective investors should note that the Seller, the Retention Holder and/or affiliates or related entities of the Seller and/or the Retention Holder may purchase some or all of any of the Notes, and in doing so, will not be prevented from being entitled to attend meetings of the Noteholders and/or the Certificateholders or vote at Noteholder and/or Certificateholder meetings or by way of written resolution (as applicable).

Prospective investors should be aware that the interests of the Seller, the Retention Holder and/or affiliates or related entities of the Seller and/or the Retention Holder may conflict generally with that of the other Noteholders and/or Certificateholders, and the Seller, the Retention Holder and/or affiliates or related entities of the Seller and/or the Retention Holder are not required to vote in any particular manner.

**Provision of Information
to the Noteholders and
Certificateholders:**

The Cash Manager on behalf of the Issuer will publish a monthly investor report (other than in any calendar month where the Quarterly Investor Report (as defined below) is required to be delivered) by no later than the 16th Business Day of each calendar month (the **"Monthly Investor Report"**) and a quarterly investor report by no later than 11.00 a.m. on the

second Business Day following the Calculation Date (the "**Quarterly Investor Report**") detailing, among other things, certain aggregated loan file data in relation to the Mortgage Portfolio. In addition loan level information will be provided by the Servicer to the Cash Manager on a quarterly basis (the "**Quarterly Data Tape**" and together with the Monthly Investor Report and the Quarterly Investor Report, the "**Investor Reports**").

Such Investor Reports will be published on the website of the Cash Manager at www.usbank.com/abs. The Investor Reports will also be made available to the Issuer, the Servicer, the Note Trustee, the Seller, the Security Trustee, the Rating Agencies and Bloomberg. In addition, it is intended that Investor Reports, the Quarterly Data Tape and information on the Mortgage Loans in the Mortgage Portfolio will be published on the website at www.euroabs.com provided that neither the Issuer nor any other Relevant Party assumes any liability for any failure to publish any such information thereon. In addition, loan level information will be provided in the Quarterly Data Tape by the Servicer to the Cash Manager, who (subject to receipt thereof) shall (i) publish such Quarterly Data Tape at www.usbank.com/abs; and (ii) provide a copy of such Quarterly Data Tape to the Issuer, the Security Trustee, the Note Trustee and the Ratings Agencies. Other than as outlined above, the Issuer does not intend to provide post-issuance transaction information regarding the Notes or the Mortgage Loans.

**Communication with
Noteholders and
Certificateholders:**

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

- (a) Subject to paragraph (d) below, any notice to Noteholders and/or Certificateholders shall be validly given if published in the *Financial Times*, or, if such newspaper shall cease to be published or, if timely publication therein is not practicable, in such other English newspaper or newspapers having a general circulation in the United Kingdom as the Note Trustee shall approve in advance, **provided that** if, at any time, (i) the Issuer procures that the information concerned in such notice shall appear on a page of the Bloomberg screen or any other medium for electronic display of data as may be previously approved in writing by the Note Trustee and notified to Noteholders and Certificateholders (in each case a "**Relevant Screen**"), or (ii) paragraph (c) below applies and the Issuer has so elected, publication in the newspaper set out above or such other newspaper or newspapers shall not be required with respect to such notice.
- (b) In respect of Notes or Residual Certificates, as applicable, in definitive form, notices to Noteholders or Certificateholders will be sent to them by (i) email or (ii) first class post (or its equivalent) or (if posted to an address outside the United Kingdom) by airmail, at the respective email addresses or addresses (as the case may be) on the Register. Any such notice will be deemed to have been given on the fourth day after the date of posting and any notice sent by email shall be deemed to have been given at the time of dispatch **provided that** in the case of a notice given by email a confirmation of receipt is received by the sending party.
- (c) While the Notes or Residual Certificates, as applicable, are represented by Global Notes or Global Residual Certificates, notices to Noteholders or Certificateholders will be valid if published as described above, or, at the option of the Issuer, if submitted to Euroclear and/or Clearstream, Luxembourg for communication by them to Noteholders and/or Certificateholders.

Any notice delivered to Euroclear and/or Clearstream, Luxembourg, as aforesaid shall be deemed to have been given on the day of such delivery.

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

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

TRANSACTION OVERVIEW - CREDIT STRUCTURE AND CASHFLOW

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

Available Funds of the Issuer:

Prior to an Enforcement Notice being served on the Issuer, the Cash Manager on behalf of the Issuer will apply Available Revenue Receipts and Available 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, in relation to each Interest Payment Date, an amount equal to the aggregate of (without double counting):

- (a) Revenue Receipts and/or, if in a Determination Period, 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 corresponding to the immediately preceding Collection Period;
- (b) interest payable to the Issuer on the Issuer Accounts and received in the immediately preceding Collection Period;
- (c) only following the Class A Note Redemption Date, the amount (if any) standing to the credit of the Reserve Fund as at the last day of the immediately preceding Collection Period;
- (d) on each Interest Payment Date following a Determination Period, any Reconciliation Amounts deemed to be Available Revenue Receipts in accordance with the Cash Management Agreement;
- (e) amounts determined to be credited to the Issuer Account on the immediately preceding Interest Payment Date in accordance with item (r) of the Pre-Enforcement Revenue Priority of Payments;
- (f) amounts determined to be applied as Available Revenue Receipts on the immediately succeeding Interest Payment Date in accordance with item (i) of the Pre-Enforcement Redemption Priority of Payments;
- (g) other net income of the Issuer corresponding to the immediately preceding Collection Period, excluding any Redemption Receipts;

less:

- (h) any Third Party Amounts paid from the Issuer Account to the persons entitled thereto and relating to the immediately preceding Collection Period.

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

- (a) all Redemption Receipts and/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) received by the Issuer corresponding to the immediately preceding Collection Period;
- (b) any amounts of Available Revenue Receipts retained pursuant to items (f), (i), (k), (m) and (o) of the Pre-Enforcement Revenue

Priority of Payments and deemed to be Available Redemption Receipts, or any amounts standing to the credit of the Reserve Fund relating to Revenue Deficits corresponding to items (f) or (i) of the Pre-Enforcement Revenue Priority of Payments and deemed to constitute Available Redemption Receipts (together, "**PDL Cure Amounts**");

- (c) any Enhanced Amortisation Amounts;
- (d) on the Final Redemption Date only, all amounts standing to the credit of the Reserve Fund (after first, having applied any Reserve Fund Drawings to meet any Revenue Deficit on the Final Redemption Date (subject to the application of the Liquidity Availability Rules) and following the application of the Pre-Enforcement Revenue Priority of Payments); and
- (e) on each Interest Payment Date following a Determination Period, any Reconciliation Amounts deemed to be Available Redemption Receipts in accordance with the Cash Management Agreement,

less:

- (f) amounts under a Direct Debit which were transferred to the Issuer Account but thereafter 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 to the extent that such amount is of a principal nature.

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

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:	Pre-Enforcement Redemption Priority of Payments:	Post-Enforcement Priority of Payments:
(a) <i>Pro rata</i> and <i>pari passu</i> to amounts due to the Note Trustee and the Security Trustee and any Appointee thereof including charges, liabilities, fees, costs and expenses	(a) Principal Addition Amounts (subject to the application of the Liquidity Availability Rules) to be applied towards the reduction of any Revenue Deficit	(a) <i>Pro rata</i> and <i>pari passu</i> to amounts due and payable in respect of the Note Trustee and the Security Trustee, Receiver and any Appointee thereof including charges, liabilities, fees, costs and expenses
(b) <i>Pro rata</i> and <i>pari passu</i> to amounts due to the Agent Bank, the Registrar, the Paying Agent, the Cash Manager, the Principal Paying Agent, the Servicer, the Back-Up Servicer Facilitator, the Corporate Services	(b) prior to the Senior Note Redemption Date, to credit the Reserve Fund up to the Reserve Fund Required Liquidity Amount provided that (i) should the Class	(b) <i>Pro rata</i> and <i>pari passu</i> to amounts due and payable in respect of the

	Provider, the Issuer Account Bank and (insofar as any such amounts are attributable to the Issuer's Share of the Global Collection Account Trust and/or the Transaction Collection Accounts) the Global Collection Account Bank and the Paratus Account Bank, in each case including all fees, costs, liabilities and expenses	A Notes be the Most Senior Class of Notes no amount shall be applied pursuant to this provision should there be a debit entry on the Class A Principal Deficiency Ledger at such time; (ii) should the Class B Notes be the Most Senior Class of Notes no amount shall be applied pursuant to this provision should there be a debit entry on the Class B Principal Deficiency Ledger at such time; and (iii) no amount shall be retained pursuant to this provision on the Final Redemption Date	fees, costs, liabilities and expenses of the Agent Bank, the Registrar, the Paying Agent, the Principal Paying Agent, the Cash Manager, the Servicer, the Back-Up Servicer Facilitator, the Corporate Services Provider, the Issuer Account Bank and (insofar as any such amounts are attributable to the Issuer's Share of the Global Collection Account Trust and/or the Transaction Collection Accounts) the Global Collection Account Bank and the Paratus Account Bank, in each case including all fees, costs, liabilities and expenses
(c)	<i>Pro rata and pari passu</i> to pay Third Party Expenses and Transfer Costs (if any)		
(d)	Issuer Profit Amount		
(e)	<i>Pro rata and pari passu</i> to the interest due on the Class A Notes		
(f)	Amounts to be credited to the Class A Principal Deficiency Sub-Ledger	(c)	<i>Pro rata and pari passu</i> to the principal amounts outstanding on the Class A Notes until the Principal Amount Outstanding on the Class A Notes has been reduced to zero
(g)	<i>Pro rata and pari passu</i> to the interest due on the Class B Notes		
(h)	On or prior to the Senior Note Redemption Date, to credit the Reserve Fund up to the Reserve Fund Required Liquidity Amount	(d)	<i>Pro rata and pari passu</i> to the principal amounts outstanding on the Class B Notes until the Principal Amount Outstanding on the Class B Notes has been reduced to zero (the Principal Amount Outstanding of the Class B Notes to be determined for such purposes after application of Available
(i)	Amounts to be credited to the Class B Principal Deficiency Sub-Ledger		
(j)	<i>Pro rata and pari passu</i> to the interest due on the Class C Notes		
		(c)	To pay Transfer Costs (if any)
		(d)	<i>Pro rata and pari passu</i> to the amounts of interest due and payable on the Class A Notes
		(e)	<i>Pro rata and pari passu</i> to the amounts of principal due and payable on the Class A Notes

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| <p>(k) Amounts to be credited to the Class C Principal Deficiency Sub-Ledger</p> <p>(l) <i>Pro rata</i> and <i>pari passu</i> to the interest due on the Class D Notes</p> <p>(m) Amounts to be credited to the Class D Principal Deficiency Sub-Ledger</p> <p>(n) <i>Pro rata</i> and <i>pari passu</i> to the interest due on the Class E Notes</p> <p>(o) Amounts to be credited to the Junior Principal Deficiency Sub-Ledger</p> <p>(p) <i>Pro rata</i> and <i>pari passu</i>, interest due and payable on the Class X Notes</p> <p>(q) to credit the Reserve Fund up to the Reserve Fund Required Amount</p> <p>(r) On any Interest Payment Date falling within a Determination Period, all remaining amounts to be retained in the Issuer Account to be applied on the next Interest Payment Date as Available Revenue Receipts</p> <p>(s) On any Interest Payment Date occurring on or after the Optional Redemption Date, in or towards repayment, <i>pro rata</i> and <i>pari passu</i>, of the principal amounts outstanding of the Class E Notes until the Principal Amount Outstanding on the Class E Notes</p> | <p>Revenue Receipts in accordance with the provisions of the Pre-Enforcement Revenue Priority of Payments on such Interest Payment Date)</p> <p>(e) <i>Pro rata</i> and <i>pari passu</i> to the principal amounts outstanding on the Class C Notes until the Principal Amount Outstanding on the Class C Notes has been reduced to zero (the Principal Amount Outstanding of the Class C Notes to be determined for such purposes after application of Available Revenue Receipts in accordance with the provisions of the Pre-Enforcement Revenue Priority of Payments on such Interest Payment Date)</p> <p>(f) <i>Pro rata</i> and <i>pari passu</i> to the principal amounts outstanding on the Class D Notes until the Principal Amount Outstanding on the Class D Notes has been reduced to zero (the Principal Amount Outstanding of the Class D Notes to be determined for such purposes after application of Available Revenue Receipts in accordance with the provisions of the Pre-Enforcement</p> | <p>(f) <i>Pro rata</i> and <i>pari passu</i> to the amounts of interest due and payable on the Class B Notes</p> <p>(g) <i>Pro rata</i> and <i>pari passu</i> to the principal amounts due and payable on the Class B Notes</p> <p>(h) <i>Pro rata</i> and <i>pari passu</i> to the amounts of interest due and payable on the Class C Notes</p> <p>(i) <i>Pro rata</i> and <i>pari passu</i> to the principal amounts due and payable on the Class C Notes</p> <p>(j) <i>Pro rata</i> and <i>pari passu</i> to the amounts of interest due and payable on the Class D Notes</p> <p>(k) <i>Pro rata</i> and <i>pari passu</i> to the principal amounts due and payable on the Class D Notes</p> <p>(l) <i>Pro rata</i> and <i>pari passu</i> to the amounts of interest due and payable on the Class E Notes</p> <p>(m) <i>Pro rata</i> and <i>pari passu</i> to the principal amounts due and payable on the Class E Notes</p> <p>(n) <i>Pro rata</i> and <i>pari passu</i> to the amounts of</p> |
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	is reduced to zero	Revenue Priority of Payments on such Interest Payment Date)	interest due and payable on the Class X Notes
(t)	On any Interest Payment Date occurring on or after the Optional Redemption Date, in or towards repayment, <i>pro rata</i> and <i>pari passu</i> , of the principal amounts outstanding on the Class D Notes until the Principal Amount Outstanding on the Class D Notes is reduced to zero	(g) <i>Pro rata</i> and <i>pari passu</i> to the principal amounts outstanding on the Class E Notes until the Principal Amount Outstanding on the Class E Notes has been reduced to zero (the Principal Amount Outstanding of the Class E Notes to be determined for such purposes after application of Available Revenue Receipts in accordance with the provisions of the Pre-Enforcement Revenue Priority of Payments on such Interest Payment Date)	(o) <i>pro rata</i> and <i>pari passu</i> , principal due and payable on the Class X Notes until the Principal Amount Outstanding on the Class X Notes has been reduced to zero
(u)	On any Interest Payment Date occurring on or after the Optional Redemption Date, in or towards repayment, <i>pro rata</i> and <i>pari passu</i> , of the principal amounts outstanding on the Class C Notes until the Principal Amount Outstanding on the Class C Notes is reduced to zero		(p) in or towards repayment, <i>pro rata</i> and <i>pari passu</i> , principal due and payable on the Class Z Notes until the Principal Amount Outstanding on the Class Z Notes has been reduced to zero
(v)	On any Interest Payment Date occurring on or after the Optional Redemption Date, in or towards repayment, <i>pro rata</i> and <i>pari passu</i> , of the principal amounts outstanding on the Class B Notes until the Principal Amount Outstanding on the Class B Notes is reduced to zero	(h) <i>Pro rata</i> and <i>pari passu</i> to the principal amounts outstanding on the Class Z Notes until the Principal Amount Outstanding of the Class Z Notes has been reduced to zero	(q) Any Third Party Expenses (if any) and any amounts in excess of amounts already credited to the Issuer Profit Ledger prior to such Interest Payment Date and required to discharge any liability of the Issuer for corporation tax of the Issuer
(w)	On any Interest Payment Date occurring on or after the Optional Redemption Date (so long as any of the Rated Notes remain outstanding), to apply all amounts as Available Redemption Receipts	(i) Any excess amounts to be applied as Available Revenue Receipts	(r) Issuer Profit Amount
(x)	<i>Pro rata</i> and <i>pari passu</i> to the principal		(s) Payments on a <i>pari passu</i> basis due on the Residual Certificates

amounts due on the Class X Notes until the Principal Amount Outstanding on the Class X Notes has been reduced to zero

- (y) Payments on a *pari passu* basis due on the Residual Certificates

General Credit Structure:

The credit structure of the transaction includes the following elements:

- The availability of the Reserve Fund, funded on the Closing Date by a portion of the proceeds of the issuance of the Notes up to the Reserve Fund Required Liquidity Amount. Thereafter, on each Interest Payment Date prior to the service of an Enforcement Notice the Reserve Fund will be replenished (A) up to the Reserve Fund Required Liquidity Amount on or prior to the Senior Note Redemption Date at item (h) of the Pre-Enforcement Revenue Priority of Payments and (B) up to the Reserve Fund Required Amount at item (q) of the Pre-Enforcement Revenue Priority of Payments, in each case to the extent that funds are available for such purpose in accordance with the relevant Pre-Enforcement Revenue Priority of Payments and provided that prior to the Senior Note Redemption Date if, on such Interest Payment Date, the balance of the Reserve Fund is not at least equal to the Reserve Fund Required Liquidity Amount following the application of Available Revenue Receipts in the manner described above, Available Redemption Receipts shall be applied at item (b) of the Pre-Enforcement Redemption Priority of Payments to replenish the Reserve Fund up to the Reserve Fund Required Liquidity Amount to the extent funds are available for such purpose in accordance with the Pre-Enforcement Redemption Priority of Payments.
- On each Interest Payment Date on or prior to the Class A Note Redemption Date, the Reserve Fund shall not be applied as Available Revenue Receipts but, subject to the Liquidity Availability Rules, shall be available for the purpose of Reserve Fund Drawings (as described below). Following the Class A Note Redemption Date, the balance standing to the Reserve Fund shall be applied as Available Revenue Receipts on each Interest Payment Date.
- On each Interest Payment Date falling on or prior to the Senior Note Redemption Date, and subject to the Liquidity Availability Rules, to the extent that there would be one or more Revenue Deficit on such Interest Payment Date, an amount equal to the lower of (a) the amount required to cover such Revenue Deficit or Revenue Deficits and (b) the amount standing to the credit of the Reserve Fund on such Interest Payment Date (such amounts being "**Reserve Fund Drawings**") shall be debited from the Reserve Fund immediately following the application of Available Revenue Receipts and will be applied to meet such Revenue Deficit or Revenue Deficits, provided that if there is more than one Revenue Deficit such amounts shall be applied in the order of priority as such items appear in the Pre-Enforcement Revenue Priority of Payments.

On the Final Redemption Date only, all amounts standing to the credit of the Reserve Fund (after first, having applied any Reserve Fund Drawings to meet any Revenue Deficit on the Final Redemption Date (subject to the satisfaction of the Liquidity Availability Rules)) will be applied as Available Redemption Receipts in accordance with the Pre-Enforcement Redemption Priority of Payments.

Following the date on which the Class A Notes have been redeemed in full (the "**Class A Note Redemption Date**") amounts standing to the credit of the Reserve Fund will be applied as Available Revenue Receipts.

See the section titled "*Credit Structure - Reserve Fund and Reserve Fund Ledger*".

- A Principal Deficiency Ledger will be established to record as a debit (i) any Losses on the Mortgage Portfolio; (ii) Principal Addition Amounts (determined in accordance with the Liquidity Availability Rules); and (iii) amounts credited to the Reserve Fund in accordance with item (b) of the Pre-Enforcement Redemption Priority of Payments. The Principal Deficiency Ledger shall record as a credit any PDL Cure Amounts.

The Principal Deficiency Ledger will comprise the following sub-ledgers: the Class A Principal Deficiency Sub-Ledger (relating to the Class A Notes), the Class B Principal Deficiency Sub-Ledger (relating to the Class B Notes), the Class C Principal Deficiency Sub-Ledger (relating to the Class C Notes), the Class D Principal Deficiency Sub-Ledger (relating to the Class D Notes) and, the Junior Principal Deficiency Sub-Ledger (relating to the Class E Notes, the Class Z Notes and the Accumulated Overcollateralisation).

- Any Losses on the Mortgage Portfolio, any Principal Addition Amounts and /or any amounts credited to the Reserve Fund in accordance with item (b) of the Pre-Enforcement Redemption Priority of Payments will be recorded as a debit (on the Calculation Date that the Cash Manager is informed of such Losses by the Servicer or such Principal Addition Amounts or amounts available pursuant to item (b) of the Pre-Enforcement Redemption Priority of Payment are determined by the Cash Manager (as applicable)): (a) first, to the Junior Principal Deficiency Sub-Ledger (up to a maximum amount equal to the Junior PDL Notional Capacity); (b) second, to the Class D Principal Deficiency Sub-Ledger up to a maximum amount equal to the Principal Amount Outstanding of the Class D Notes; (c) third, to the Class C Principal Deficiency Sub-Ledger up to a maximum amount equal to the Principal Amount Outstanding of the Class C Notes; (d) fourth, to the Class B Principal Deficiency Sub-Ledger up to a maximum amount equal to the Principal Amount Outstanding of the Class B Notes; and (e) fifth, to the Class A Principal Deficiency Sub-Ledger up to a maximum amount equal to the Principal Amount Outstanding of the Class A Notes. Investors should note that realised Losses in any period will be calculated after applying any recoveries following enforcement of a Mortgage Loan firstly to pay all outstanding fees and interest amounts due and payable in respect of the relevant Loan. See the section "*Credit Structure - Principal Deficiency Ledger*" below.

- Pursuant to item (a) of the Pre-Enforcement Redemption Priority of Payments, to the extent that after application of the Available Revenue Receipts in accordance with the Pre-Enforcement Revenue Priority of Payments and (on or prior to the Senior Note Redemption Date) the use of any Reserve Fund Drawings to meet any Revenue Deficits against the relevant items in the Pre-Enforcement Revenue Priority of Payments in the order they appear in the Pre-Enforcement Revenue Priority of Payments, any Revenue Deficits persist, the Issuer shall (subject to the relevant Liquidity Availability Rules) apply Principal Addition Amounts to cover such remaining Revenue Deficits in accordance with item (a) of the Pre-Enforcement Redemption Priority of Payments, subject to the application of the Liquidity Availability Rules. Any Available Redemption Receipts applied as Principal Addition Amounts will be recorded as a debit to the Principal Deficiency Ledger. See the section *"Credit Structure – Liquidity and Credit Support for the Notes provided by Available Revenue Receipts"* below.

Bank Accounts:

On the Closing Date the Issuer will enter into the Issuer Account Bank Agreement with the Issuer Account Bank in respect of the opening and maintenance of a deposit account (the "**Issuer Account**"). The Issuer may from time to time open additional or replacement accounts including, if applicable, any securities accounts (such accounts, together with the Issuer Account, the "**Issuer Accounts**") pursuant to the Issuer Account Bank Agreement and the Transaction Documents.

Collections of revenue and principal in respect of the Mortgage Loans in the Mortgage Portfolio are received by the Legal Title Holder in either the General Transaction Collection Accounts (in the case of direct debit payments) or the Global Collection Account (in the case of payments made other than by way of direct debit). Interest payments and principal repayments are collected throughout the month.

All monies standing to the credit of the Global Collection Account that are identified as being referable to the Mortgage Portfolio (save for: (i) certain amounts received in relation to the Mortgage Loans and their Related Security which are required to be refunded or otherwise disbursed and (ii) any fees payable in respect of the Global Collection Account) are transferred from the Global Collection Account to the General Transaction Collection Accounts by the Servicer at the end of each Business Day.

All monies standing to the credit of a General Transaction Collection Account are (subject to certain conditions including payment of certain Third Party Amounts) transferred from that General Transaction Collection Account to the Issuer Account by the Servicer at the end of each Business Day.

Cash Management:

On each Interest Payment Date, the Cash Manager will transfer monies from the Issuer Account to the relevant Transaction Parties or other parties in accordance with the applicable Priority of Payments. In addition, the Cash Manager may transfer monies from the Issuer Account in relation to Third Party Amounts and certain other amounts on dates other than an Interest Payment Date.

TRANSACTION OVERVIEW - TRIGGERS TABLES

Rating Triggers Table

Transaction Party	Required Ratings/Triggers	Possible effects of Trigger being breached include the following:
Issuer Account Bank:	<p>A short-term unsecured, unsubordinated and unguaranteed debt rating of at least A-1 by S&P (if a short-term rating is assigned by S&P) and a long-term unsecured, unsubordinated and unguaranteed debt rating of at least A by S&P, or should the Issuer Account Bank not benefit from a short-term unsecured, unsubordinated and unguaranteed rating of at least A-1 from S&P, a long term unsecured, unsubordinated and unguaranteed debt rating of at least A+ by S&P, and a short-term deposit rating of at least P-1 by Moody's and a long-term deposit rating of at least A-2 by Moody's 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 Rated Notes (each, the "Account Bank Minimum Rating" and together, the "Account Bank Minimum Ratings").</p>	<p>If the Issuer Account Bank fails to maintain any of the Account Bank Minimum Ratings, then the Issuer shall use all reasonable endeavours to, within 30 calendar days of such downgrade:</p> <ul style="list-style-type: none"> close the Issuer Account and use commercially reasonable efforts to procure that the funds standing to the credit of the existing Issuer Account are transferred and placed on deposit on terms the same or substantially the same (<i>mutatis mutandis</i>) as the existing Issuer Account Bank Agreement with a financial institution (i) having all of the Account Bank Minimum Ratings and (ii) which is a bank as defined in section 991 of the Income Tax Act 2007, and to procure that the amounts standing to the credit of the Issuer Account are transferred forthwith to the replacement Issuer Account; obtain a guarantee (in such form that would not result in any of the Rating Agencies downgrading the current rating assigned to any Class or Classes of Notes or withdrawing, qualifying or putting such current rating assigned to any Class or Classes of Notes on a negative outlook) of the obligations of such Issuer Account Bank under the Issuer Account Bank Agreement from an entity which has all of the Account Bank Minimum Ratings; or take any other reasonable action as the Rating Agencies may agree will not result in a downgrade of the Rated Notes,

Transaction Party	Required Ratings/Triggers	Possible effects of Trigger being breached include the following:
Global Collection Account Bank:	A short-term, unsecured, unsubordinated and unguaranteed debt rating of A-2 by S&P (if a short-term rating is assigned by S&P) and a long-term, unsecured, unsubordinated and unguaranteed debt rating of BBB or (should the Global Collection Account Bank not benefit from a short-term unsecured, unsubordinated and unguaranteed rating of at least A-2 by S&P) BBB+ by S&P, and a short-term deposit rating of at least P-2 by Moody's or a long-term deposit rating of at least Baa3, 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 Rated Notes (each, the " Collection Account Bank Minimum Rating " and together, the " Collection Account Bank Minimum Ratings ").	<p data-bbox="959 275 1366 331">in each case as prescribed in the Issuer Account Bank Agreement.</p> <p data-bbox="959 365 1366 607">If the Global Collection Account Bank fails to maintain any of the Collection Account Bank Minimum Ratings, the Issuer (or the Servicer on its behalf) shall use its reasonable endeavours, in accordance with the Paratus Account Bank Agreement and the Servicing Agreement to:</p> <ul style="list-style-type: none"> <li data-bbox="959 640 1366 1637">(a) terminate or procure the termination of the appointment of the Global Collection Account Bank in accordance with the Paratus Account Bank Agreement and the Servicing Agreement and use commercially reasonable efforts to procure that the funds standing to the credit of the relevant Collection Accounts maintained with the Global Collection Account Bank are promptly transferred from such Collection Accounts and placed on deposit on terms the same or substantially the same (<i>mutatis mutandis</i>) as the Paratus Account Bank Agreement with an institution (i) that maintains ratings at least equal to the Collection Account Bank Minimum Ratings, (ii) that is a bank as defined in section 991 of the Income Tax Act 2007, and (iii) that is an institution authorised to carry on banking business including accepting deposits under the FSMA; or <li data-bbox="959 1671 1366 2031">(b) obtain or procure the obtaining of a guarantee (in such form that would not result in any of the Rating Agencies downgrading the current rating assigned to any Class or Classes of Notes or withdrawing, qualifying or putting such current rating assigned to any Class or Classes of Notes on a negative outlook)

Transaction Party	Required Ratings/Triggers	Possible effects of Trigger being breached include the following:
Paratus Account Bank:	A short-term, unsecured, unsubordinated and unguaranteed debt rating of A-2 by S&P (if a short-term rating is assigned by S&P) and a long-term, unsecured, unsubordinated and unguaranteed debt rating of BBB or (should the Paratus Account Bank not benefit from a short-term unsecured, unsubordinated and unguaranteed rating of at least A-2 by S&P) BBB+ by S&P, and a short-term deposit rating of at least P-2 by Moody's or a long-term deposit rating of at least Baa3, 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 Rated Notes (each, the " Collection Account Bank Minimum Rating " and together, the " Collection Account Bank Minimum Ratings ").	<p>of the Global Collection Account Bank's obligations under the Global Collection Bank Account Agreement from an entity with ratings at least equal to the Collection Account Bank Minimum Ratings,</p> <p>in each case within 30 days of the date on which the Global Collection Account Bank ceases to have the Collection Account Bank Minimum Ratings, and notify Borrowers that all payments made by a Borrower under a payment arrangement other than under the Direct Debiting Scheme are to be made to such replacement account following the date on which the replacement account is opened.</p> <p>If the Paratus Account Bank fails to maintain any of the Collection Account Bank Minimum Ratings, the Issuer (or the Servicer on its behalf) shall use its reasonable endeavours, in accordance with the Paratus Account Bank Agreement and the Servicing Agreement to:</p> <p>(a) terminate or procure termination of the appointment of the Paratus Account Bank in accordance with the Paratus Account Bank Agreement and the Servicing Agreement and use commercially reasonable efforts to procure that the funds standing to the credit of the relevant Collection Accounts maintained with the Paratus Account Bank are promptly transferred from such Collection Accounts and placed on deposit on terms the same or substantially the same (<i>mutatis mutandis</i>) as the Paratus Account Bank Agreement with an institution (i) that maintains ratings at least equal to the Collection Account Bank Minimum Ratings, (ii) that is a bank as defined in section 991 of the Income Tax Act 2007, (iii) that is an</p>

<u>Transaction Party</u>	<u>Required Ratings/Triggers</u>	<u>Possible effects of Trigger being breached include the following:</u>
		<p>institution authorised to carry on banking business including accepting deposits under the FSMA; and (iv) that is a member of the Direct Debiting Scheme or any scheme which replaces the Direct Debiting Scheme; or</p> <p>(b) obtain or procure the obtaining of a guarantee (in such form that would not result in any of the Rating Agencies downgrading the current rating assigned to any Class or Classes of Notes or withdrawing, qualifying or putting such current rating assigned to any Class or Classes of Notes on a negative outlook) of the Paratus Account Bank's obligations under the Paratus Account Bank Agreement from an entity with ratings at least equal to the Collection Account Bank Minimum Ratings,</p> <p>in each case within 30 days of the date on which the Paratus Account Bank ceases to have the Collection Account Bank Minimum Ratings, and transfer all Direct Debit mandates to such replacement collection account following the date on which the replacement account is opened.</p>

Non-Rating Triggers Table

Perfection Events:

Prior to the completion of the transfer of legal title of the Mortgage Loans to the Issuer, the Issuer will be subject to certain risks as set out in the risk factor entitled "*Title of the Issuer*" and "*Set-off may adversely affect the value of the Mortgage Portfolio or any part thereof*" in the section entitled "*Risk Factors*".

The Legal Title Holder shall be obliged to give notice of assignment of the Mortgage Loans to the Borrowers following the occurrence of:

- (a) the delivery of an Enforcement Notice by the Note Trustee;
- (b) the termination or resignation of the appointment of the Servicer as servicer of the Mortgage Portfolios under the Servicing Agreement and the failure of any Replacement Servicer to assume the duties of the Servicer in such capacity;

- (c) the Legal Title Holder being required to perfect legal title to the Mortgage Loans: (i) by an order of a court of competent jurisdiction; or (ii) by a regulatory authority which has jurisdiction over the Legal Title Holder; or (iii) by any organisation of which the Legal Title Holder is a member or whose members comprise, but are not necessarily limited to, mortgage lenders and with the instructions of which it is customary for the Legal Title Holder to comply;
- (d) it becoming necessary as a result of a change in law occurring after the Closing Date to perfect the transfer by way of assignment or, in the case of Scottish Mortgage Loans, assignation of the legal title to such Mortgage Loans;
- (e) it becoming unlawful in any applicable jurisdiction for the Legal Title Holder to hold legal title in respect of any Mortgage Loan in the Mortgage Portfolio;
- (f) the Security Trustee notifying the Issuer in writing that the security under the Deed of Charge or any material part of that security is, in the opinion of the Security Trustee, in jeopardy;
- (g) the Legal Title Holder calling for perfection by delivering notice in writing to that effect to the Issuer (with a copy to the Security Trustee); or
- (h) the occurrence of an Insolvency Event relating to the Legal Title Holder.

Servicer Termination Events:

The Issuer may (at any time prior to the delivery of an Enforcement Notice, with the prior written consent of the Security Trustee) and the Security Trustee may (following the delivery of an Enforcement Notice, at once or at any time thereafter while a default continues), by notice in writing to the Servicer (with a copy to the Security Trustee or the Issuer (as applicable)), terminate the Servicer's appointment under the Servicing Agreement if any of the following events (each a "**Servicer Termination Event**") occurs and is continuing:

- (a) default is made by the Servicer in the payment on the due date of any payment due and payable by it under the Servicing Agreement and such default continues unremedied for a period of three Business Days after the earlier of the Servicer becoming aware of such default and receipt by the Servicer of written notice from the Issuer requiring the same to be remedied;
- (b) default is made by the Servicer in the performance or observance of any of its other covenants and obligations under the Servicing Agreement, which default in the reasonable opinion of the Issuer (prior to the delivery of an Enforcement Notice) or the opinion of the Security Trustee acting on the instructions of the Note Trustee (following the delivery of an Enforcement Notice), is materially prejudicial to the interests of the Noteholders and Certificateholders and which, in the case of a default or breach that is capable of remedy, continues unremedied for a period of 15 Business Days after the earlier of the Servicer becoming aware of such default and receipt by the Servicer of written notice from the Issuer or the Legal Title Holder Issuer (prior to the service of an Enforcement Notice) or the Security Trustee (following the delivery of an Enforcement Notice) requiring the same to be remedied;
- (c) the Servicer ceasing to be an authorised person under the FSMA or the revocation of an applicable licence, registration or regulatory

permission held by it required to perform the Services;

- (d) an order is made or an effective resolution passed for the winding up of the Servicer (unless the order is made for the purpose of a reorganisation the terms of which have been approved by the Issuer or, following the service of an Enforcement Notice, the Security Trustee and where the Servicer demonstrates to the satisfaction of the Issuer that it is solvent);
- (e) the occurrence of an Insolvency Event in respect of the Servicer (other than any frivolous or vexatious corporate action or any other corporate action, legal proceedings or other procedure or step referred to in paragraph (e) of the definition of "Insolvency Event" which is disputed in good faith with a reasonable prospect of success by the Servicer and dismissed or otherwise discharged within 30 days of being commenced); or
- (f) the occurrence of a Perfection Event.

The Servicer may also terminate its appointment under the Servicing Agreement by giving not less than 60 days' written notice to the Issuer (with a copy to the Security Trustee) of its intention to resign and **provided that** a replacement servicer (the "**Replacement Servicer**") has been appointed on substantially the same terms to those in the Servicing Agreement unless otherwise agreed by an Extraordinary resolution of each Class of Noteholders and the Certificateholders, as more fully set out in the section entitled "*Summary of the Key Transaction Documents - Servicing Agreement*" below.

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

TRANSACTION OVERVIEW - FEES

The following table sets out the ongoing fees to be paid by the Issuer to the Transaction Parties.

Type of Fee	Amount of Fee	Priority in Cashflow	Frequency
Servicing fees:	<p>The servicing fees (the "Servicing Fees") payable by the Issuer on each Interest Payment Date, subject to there being sufficient Available Revenue Receipts and/or (without double counting) amounts standing to the Reserve Fund and payable in each case in accordance with the Pre-Enforcement Revenue Priority of Payments, being calculated on a monthly basis by reference to the aggregate Capital Balance of the Mortgage Loans as at the first day of the relevant Monthly Collection Period (as calculated in the relevant Servicer Report) at a rate of 0.15 per cent. per annum and payable in arrear on the Interest Payment Date immediately following the Collection Period in which such Monthly Collection Period fell. Such fees shall be calculated on the basis of the actual number of days elapsed and a year of 365 days.</p> <p>The Servicing Fees shall be inclusive of any VAT.</p>	Ahead of all outstanding Notes and Residual Certificates.	Payable quarterly in arrear on each Interest Payment Date.
Other fees and expenses of the Issuer (including tax and audit costs):	Estimated at approximately £93,000 per annum (exclusive of VAT, where so provided in the relevant Transaction Document or otherwise payable by the Issuer), subject to adjustment and/or indexation from time to time depending upon the underlying contract.	Ahead of all outstanding Notes and Residual Certificates.	Payable up to every quarter in arrear on each Interest Payment Date.
Expenses related to the admission to trading of the Notes:	€10,500	Ahead of all outstanding Notes and Residual Certificates.	On or about the Closing Date.

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

EU RISK RETENTION REQUIREMENTS

On the Closing Date, the Retention Holder, as an originator for the purposes of the CRR, the AIFM Regulation and the Solvency II Regulation, will retain a material net economic interest of not less than 5 per cent. in the securitisation (representing downside risk and economic outlay) in accordance with the text of each of Article 405 of the Capital Requirements Regulation, Article 51 of the AIFM Regulation and Article 254 of the Solvency II Regulation (which, in each case, does not take into account any relevant national measures). As at the Closing Date, such interest will be satisfied by the Retention Holder subscribing for and thereafter holding an interest in the first loss tranche, represented in this case by the retention by the Seller of the Class Z Notes, as required by the text of each of Article 405 of the CRR, Article 51 of the AIFM Regulation and Article 254 of the Solvency II Regulation. The aggregate Principal Amount Outstanding of the Class Z Notes as at the Closing Date is equal to at least 5 per cent. of the nominal value of the securitised exposures.

As to the information made available to prospective investors by the Issuer, reference is made to the information set out herein and forming part of this Prospectus and to any other information provided separately (which information shall not form part of this Prospectus) and, after the Closing Date, to the Investor Reports provided to the Noteholders pursuant to the Cash Management Agreement and published on the website of the Cash Manager at www.usbank.com/abs.

The Retention Holder will undertake to the Issuer and the Security Trustee in the Mortgage Sale Agreement, to:

- (a) retain on an on-going basis a material net economic interest of not less than 5 per cent. of the nominal value of the securitised exposures by holding the first loss tranche in the securitisation in accordance with each of paragraph (d) of Article 405(1) of the CRR, paragraph (d) of Article 51(1) of the AIFM Regulation and paragraph (d) of Article 254(2) of the Solvency II Regulation (the "**Minimum Required Interest**"), represented by the Retention Holder holding the Class Z Notes on the Closing Date;
- (b) not to change the manner or form in which it retains the Minimum Required Interest, except as permitted under each of the CRR, the AIFM Regulation and the Solvency II Regulation;
- (c) not to transfer, sell or hedge any of the Class Z Notes and not to take any action which would reduce its exposure to the economic risk of the Class Z Notes in such a way that it ceases to hold the Minimum Required Interest except as permitted under each of the CRR, the AIFM Regulation and the Solvency II Regulation;
- (d) at all times confirm, promptly upon the written request of the Issuer or the Security Trustee, the continued compliance with paragraphs (a), (b) and (c) above;
- (e) promptly notify the Issuer or the Security Trustee if for any reason it (i) ceases to hold the retention in accordance with the requirements of the Mortgage Sale Agreement or (ii) fails to comply with the covenants set out in the Mortgage Sale Agreement in respect of the retention; and
- (f) comply with the applicable disclosure obligations described in Article 409 of the CRR by confirming its risk retention as contemplated by Article 405 of the CRR, Article 51 of the AIFM Regulation and Article 254 of the Solvency II Regulation through the provision of, *inter alios*, the information in this Prospectus and disclosure in the Investor Reports (as prepared by the Cash Manager) (such undertaking, the "**Risk Retention Undertaking**").

Each prospective 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 each of Part Five of the CRR (including Article 405), Section Five of Chapter III of the AIFM Regulation (including Article 51), Chapter VIII of Title I of the Solvency II Regulation (including Article 254) and any relevant national measures which may be relevant and none of the Issuer, the Retention Holder, the Seller, the Cash Manager, the Servicer, the Note Trustee, the Security Trustee, the Arrangers or the Joint Lead Managers (i) makes any representation that the information described above or in this Prospectus is sufficient in all circumstances for such purposes, (ii) assumes/accepts any liability to any prospective 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 Part Five of the CRR (including Article 405), Section Five of Chapter III of the AIFM Regulation (including Article 51) and Chapter VIII of the Solvency II Regulation or any other applicable legal, regulatory or other requirements, or (iii) shall have any obligation (other than the obligations in respect of Part Five of the CRR (including Article 405), Section Five of Chapter III of the AIFM Regulation (including Article 51) and Chapter VIII of the Solvency II Regulation undertaken by the Retention Holder and the Seller in the Mortgage Sale Agreement) to enable compliance with the requirements of Part Five of the CRR (including Article 405), Section Five of Chapter III of the AIFM Regulation (including Article 51) and Chapter VIII of Title I of the Solvency II Regulation or any other applicable legal, regulatory or other requirements.

For further information please refer to the Risk Factor entitled *"Regulatory initiatives may have an adverse impact on the regulatory treatment of the Notes"*.

WEIGHTED AVERAGE LIVES OF THE NOTES

"**Weighted average life**" refers to the average amount of time that will elapse from the date of issuance of a security to the date of principal redemption thereon. The weighted average lives of the Notes will be influenced by, among other things, the actual rate of redemption of the Mortgage Loans and the quantum of Losses relating thereto and the amount of Available Revenue Receipts available to be applied in accordance with the Pre-Enforcement Revenue Priority of Payments.

The actual weighted average lives of the Notes cannot be stated as the ultimate rate of repayment and prepayment of the Mortgage Loans and a number of other relevant factors are unknown. However, estimates of the possible average lives of the Notes can be made based upon certain assumptions.

The figures contained in the following tables were prepared based on, *inter alia*, the characteristics of the loans included in the Mortgage Portfolio as at the Portfolio Reference Date, the provisions of the Conditions, Residual Certificates Conditions (as applicable) and the Transaction Documents, and certain additional assumptions (the "**Modelling Assumptions**"), including:

- (a) that as of the Cut-Off Date, the aggregate Capital Balance of the Mortgage Loans comprising the Mortgage Portfolio is £232,121,193.84 and that the amortisation schedule of the Mortgage Portfolio mirrors that calculated for each Mortgage Loan in the Mortgage Portfolio as at the Portfolio Reference Date by reference to the period commencing on the Cut-Off Date (and assuming, *inter alia*, the relevant assumptions documented below, including in particular but not limited to paragraphs (b), (c) and (r) together with the interest rate applicable to such Mortgage Loan as of the Portfolio Reference Date and its remaining term (calculated using the Portfolio Reference Date and the maturity of each Mortgage Loan));
- (b) subject to paragraph (r) below, that the amortisation of any Repayment Mortgage Loan is calculated as an annuity loan;
- (c) that all Mortgage Loans that are not Repayment Mortgage Loans are Interest Only Mortgage Loans;
- (d) that the Closing Date is 9 March 2017;
- (e) that no Mortgage Loans are in arrears or subject to enforcement actions and continue to perform until their redemption in full;
- (f) other than in the case of the table entitled "*Assuming exercise of Portfolio Option on Optional Redemption Date*", that no Mortgage Loan is sold by the Issuer (other than, where applicable, on or immediately prior to the Optional Redemption Date), either as a result of a repurchase by the Seller pursuant to the terms of the Mortgage Sale Agreement or otherwise;
- (g) that no Further Advances, Product Switches or Ports are made in respect of the Mortgage Loans comprising the Mortgage Portfolio;
- (h) in the case of the table entitled "*Assuming exercise of Portfolio Option on Optional Redemption Date*", the Notes are redeemed at their Principal Amounts Outstanding on the Optional Redemption Date;
- (i) in the case of the table entitled "*Assuming no exercise of Portfolio Option on or after Optional Redemption Date*", the Notes are not redeemed as a result of the sale of the Mortgage Portfolio;
- (j) that three month LIBOR is equal to 0.38 per cent.;
- (k) that the Official Bank Rate is equal to 0.25 per cent.;
- (l) that the SVR is equal to 5.5 per cent.;
- (m) that no Enforcement Notice has been served on the Issuer and no Event of Default has occurred;
- (n) no interest is earned on the Issuer Account;

- (o) subject to paragraph (r) below, that fees in respect of the Mortgage Portfolio are equal to the sum of:
 - (i) variable fees equal to 0.15 per cent. per annum of the aggregate Capital Balance of the Mortgage Loans at the beginning of each Monthly Collection Period; and
 - (ii) fixed fees of £115,000 per annum (inclusive of VAT) (distributed equally through time);
- (p) that all collections in respect of the Mortgage Portfolio arising from the Cut-Off Date will be available in the Issuer Account for application on each relevant Interest Payment Date thereafter;
- (q) that all collections in respect of the Mortgage Portfolio comprised in the Global Collection Account and General Transaction Collection Accounts will be available for application on a relevant Interest Payment Date following the Closing Date;
- (r) subject to paragraph (s) below where applicable, that all amounts payable, including but not limited to interest on the Notes are calculated based on the actual number of days in the period and a year of 365 days provided that in the case of (i), (ii), (iii) and (iv) below such amounts are calculated based on a month of 30 days and a year of 360 days:
 - (i) amortisation of the Mortgage Loans calculated pursuant to paragraph (a) above;
 - (ii) accrual of interest on the Mortgage Loans;
 - (iii) accrual of fixed fees referred to in paragraph (o)(ii) above; and
 - (iv) interest on the Class X Notes;
- (s) that each Interest Payment Date falls on 12th of June, September, December or March;
- (t) that, as of the Closing Date, the Principal Amount Outstanding of (i) the Class A Notes represents exactly 71.50%, (ii) the Class B Notes represents exactly 9.00%, (iii) the Class C Notes represents exactly 5.00%, (iv) the Class D Notes represents exactly 3.00%, (v) the Class E Notes represents exactly 2.50%, (vi) the Class Z Notes represents exactly 9.00%, and (vii) the Class X Notes represents exactly 1.00%, in each case, of the aggregate estimated Capital Balance of the Portfolio as of the Cut-Off Date calculated in the manner outlined in paragraph (a) hereto; and
- (u) that the Rates of Interest payable on the Notes include certain assumptions regarding the Relevant Margins referable thereto.

The actual characteristics and performance of the Mortgage Loans are likely to differ, perhaps materially, from the assumptions outlined herein (including the Modelling Assumptions), and the Modelling Assumptions outlined in this section do not profess to be an exhaustive list of assumptions employed.

The following tables are hypothetical in nature and are provided only to give a general sense of how the principal cash flows available to the Issuer might behave under various prepayment scenarios. It should be noted that the Issuer does not expect that the Mortgage Loans will prepay at a constant rate until maturity, or that there will be no Losses or delinquencies on the Mortgage Loans. Any difference between the Modelling Assumptions and, *inter alia*, the actual prepayment or loss experience on the Mortgage Loans will affect the redemption profile of the Notes and may cause the weighted average lives of the Notes to differ (which difference could be material) from the figures in the tables for each indicated CPR.

"CPR" refers to an assumed annualised constant prepayment rate ("R") in respect of the loans and is periodicised in relation to a given Monthly Collection Period as follows:

$$1 - ((1 - R)^{(1/12)})$$

(Assuming exercise of Portfolio Option on Optional Redemption Date)							
CPR	WAL (in years) of:						
	Class A Notes	Class B Notes	Class C Notes	Class D Notes	Class E Notes	Class X Notes	Class Z Notes
0%	4.68	5.01	5.01	5.01	5.01	0.57	5.01
5%	3.95	5.01	5.01	5.01	5.01	0.58	5.01
10%	3.29	5.01	5.01	5.01	5.01	0.59	5.01
15%	2.71	5.01	5.01	5.01	5.01	0.61	5.01
20%	2.19	5.01	5.01	5.01	5.01	0.62	5.01
CPR (Assuming no exercise of Portfolio Option on or after Optional Redemption Date)							
CPR	WAL (in years) of:						
	Class A Notes	Class B Notes	Class C Notes	Class D Notes	Class E Notes	Class X Notes	Class Z Notes
0%	10.38	15.23	14.69	9.91	6.32	0.57	15.61
5%	6.19	14.01	14.68	13.05	7.04	0.58	15.25
10%	4.00	10.26	12.13	13.42	8.66	0.59	14.41
15%	2.85	7.75	9.36	10.35	9.03	0.61	12.39
20%	2.19	5.90	7.28	8.33	8.22	0.62	10.31

For further information in relation to the risks involved in the use of the average lives estimated above, see "*Risk Factors – Yield and Prepayment Considerations*" above.

EARLY REDEMPTION OF THE NOTES PURSUANT TO THE PORTFOLIO OPTION OR THE RISK RETENTION REGULATORY CHANGE OPTION

The Mortgage Portfolio may be sold by the Issuer pursuant to (a) the Portfolio Option or (b) on the occurrence of a Risk Retention Regulatory Change Event, the Risk Retention Regulatory Change Option. The Issuer will undertake not to dispose of the Mortgage Portfolio in any other circumstances (other than (i) following the delivery of an Enforcement Notice or (ii) pursuant to Condition 8.5 (*Mandatory Redemption for Taxation or Other Reasons*)).

Portfolio Option

The Issuer will, pursuant to a deed poll dated on or about the Closing Date, executed by the Issuer, in favour of the Portfolio Option Holder from time to time (the "**Deed Poll**"), grant to (a) (where the Residual Certificates are represented by Definitive Residual Certificates) the holder of greater than 50 per cent. of the Residual Certificates or (where the Residual Certificates are represented by the Global Residual Certificate) the Certificateholder who holds the beneficial interest in more than 50 per cent. of the Residual Certificates or (b) where no person holds greater than 50 per cent. of the Residual Certificates or, as applicable, beneficial interest in more than 50 per cent. of the Residual Certificates, the person who holds the greatest number of the Residual Certificates or, as applicable, the beneficial interest in the greatest number of the Residual Certificates (the "**Portfolio Option Holder**") an option (the "**Portfolio Option**") to require the Issuer to (a) sell to the Portfolio Option Holder (or its nominee) (the "**Beneficial Title Transferee**") the beneficial title to all (but not some) Mortgage Loans and Related Security in the Mortgage Portfolio and (b) to the extent applicable, transfer to the Portfolio Option Holder (or its nominee) (the "**Legal Title Transferee**", and, together with the Beneficial Title Transferee, the "**Title Transferee**") the right to call for the legal title to all (but not some) Mortgage Loans and Related Security in the Mortgage Portfolio transferred to it.

Subject to the satisfaction of certain conditions indicated in paragraphs (a) to (c) below, the Portfolio Option Holder shall be entitled to exercise the Portfolio Option in whole (but not in part) at any time in the period beginning no earlier than the Business Day immediately following the Interest Payment Date immediately preceding the Optional Redemption Date and provided further that the Exercise Notice shall have no effect if served earlier.

The Portfolio Option Holder may declare its intent to exercise the Portfolio Option by delivery of a written notice to the Issuer with a copy to the Note Trustee, the Security Trustee, the Legal Title Holder, the Servicer and the Cash Manager (such notice, the "**Exercise Notice**"), provided that such delivery will take place (i) no earlier than the Business Day immediately following the Interest Payment Date immediately preceding the intended Optional Portfolio Completion Date and (ii) no later than ten Business Days before the intended Optional Portfolio Purchase Completion Date. The Issuer shall notify the Noteholders, Note Trustee and Rating Agencies promptly following its acknowledgement of the Exercise Notice, such acknowledgment to take the form of the Issuer's countersignature to the Exercise Notice no later than the close of business on the Business Day following receipt of such Exercise Notice. By no later than 12:00pm on the Business Day following the receipt by the Issuer from the Cash Manager of the information in relation to the Portfolio Minimum Purchase Price, the Issuer shall notify the Portfolio Option Holder, the Note Trustee, the Security Trustee, the Legal Title Holder and the Servicer of the Portfolio Minimum Purchase Price and the Portfolio Option Holder shall confirm its acceptance of the Portfolio Minimum Purchase Price by its countersignature of such notice by no later than the close of business on such date. The Issuer will procure that the Servicer provides the information required by the Cash Manager to determine the Portfolio Minimum Purchase Price as soon as reasonably practicable and in any event within three Business Days following the Collection Period End Date immediately prior to the intended Optional Portfolio Purchase Completion Date. The Issuer will procure that upon the receipt of the relevant information from the Servicer, the Cash Manager will, provided that it has all information necessary to enable it to do so, determine and confirm the Portfolio Minimum Purchase Price no later than close of business on the Business Day immediately following its receipt of the relevant information from the Servicer.

Completion of the purchase by the Portfolio Option Holder will occur on the date specified in the Exercise Notice **provided that** the Optional Portfolio Purchase Completion Date shall fall two Business Days prior to the Interest Payment Date immediately following the date of the Exercise Notice or such earlier date as the Issuer, Note Trustee, Security Trustee and Portfolio Option Holder may agree (such date to be notified to the Noteholders and Certificateholders) and **provided further that** the Optional

Portfolio Purchase Completion Date may fall no earlier than six Business Days after the Collection Period End Date immediately preceding the Interest Payment Date immediately following the date of the Exercise Notice.

There will be the following conditions to the exercise of the Portfolio Option:

- (a) where either the Beneficial Title Transferee or the Legal Title Transferee is not resident for tax purposes in the United Kingdom, the Portfolio Option Holder shall indicate in the Exercise Notice that the Beneficial Title Transferee or the Legal Title Transferee (as applicable) is not resident in the United Kingdom for tax purposes;
- (b) either:
 - (i) the Legal Title Transferee (or any servicer acting on its behalf) has all the appropriate licences, approvals, authorisations, consents, permissions and registrations (including any approvals, authorisations, consents, permissions and registrations required to be maintained under the FSMA and any rules and regulations of the FCA) required to administer residential mortgage loans such as the Mortgage Loans and their Related Security comprising the Mortgage Portfolio (the "**Relevant Authorisations**"); or
 - (ii) the Beneficial Title Transferee has appointed a servicer who has the Relevant Authorisations and that the Legal Title Holder has confirmed in writing that it will hold legal title to the Mortgage Loans and their Related Security comprising the Mortgage Portfolio on trust for the Beneficial Title Transferee; and
- (c) the Beneficial Title Transferee shall not transfer the beneficial interest in any of the Mortgage Loans or their Related Security comprising the Mortgage Portfolio to a further purchaser that is not resident in the United Kingdom for tax purposes without first giving the Issuer five Business Days' written notice that the further purchaser is not resident in the United Kingdom for tax purposes.

Redemption of the Notes and the cancellation of the Residual Certificates

On the Interest Payment Date immediately following the Optional Portfolio Purchase Completion Date, the Portfolio Minimum Purchase Price, together with all amounts standing to the credit of the Reserve Fund and (without double counting) any Available Revenue Receipts and Available Redemption Receipts otherwise available to the Issuer for application on the Interest Payment Date immediately following the Optional Portfolio Purchase Completion Date, will be applied in accordance with the Post-Enforcement Priority of Payments and will result in the Notes being redeemed in full. Any funds remaining may (subject to the payment of all amounts ranking in priority thereto in accordance with the Post-Enforcement Priority of Payments) be paid to the Certificateholders. Following the redemption in full of the Notes and subject to the Conditions and Residual Certificates Conditions the Residual Certificates will be cancelled.

Any Revenue Receipts or Redemption Receipts received by the Issuer corresponding to any Monthly Collection Period falling after the immediately preceding Collection Period End Date or any interest on the Issuer Accounts received by the Issuer from but excluding the immediately preceding Collection Period End Date prior to the Optional Portfolio Purchase Completion Date (such amounts being "**Optional Purchase Collections**") will be payable, together with any minimum required amount that has been retained in the General Transaction Collection Accounts, to or for the account of the Beneficial Title Transferee and the Issuer shall transfer all such amounts to or for the account of the Beneficial Title Transferee as soon as reasonably practicable following the Optional Portfolio Purchase Completion Date.

Optional Purchase Price

The purchase price for the Mortgage Portfolio under the Portfolio Option shall be an amount not less than (without double counting):

- (a) an amount equal to the aggregate amount required to satisfy items (a) to (r) (inclusive) of the Post-Enforcement Priority of Payments on the Interest Payment Date following the Optional Portfolio Purchase Completion Date including (for the avoidance of doubt) the Issuer's costs and expenses (i) incurred pursuant to the sale and redemption in connection with the exercise of the

Portfolio Option and (ii) associated with transferring its interests in any Mortgage Loans and their Related Security to the Portfolio Option Holder or its nominee (if any) and an amount agreed between the Issuer and the Portfolio Option Holder in respect of costs anticipated to be incurred by the Issuer after the Optional Portfolio Purchase Completion Date; less

- (b) the balance standing to the credit of the Reserve Fund; less
- (c) any other Available Revenue Receipts and Available Redemption Receipts otherwise available to the Issuer for application on the Interest Payment Date immediately following the Optional Portfolio Purchase Completion Date,

(the "**Portfolio Minimum Purchase Price**").

In connection with the exercise of the Portfolio Option, the Title Transferee shall deposit an amount equal to the Portfolio Minimum Purchase Price in the Issuer Account on the Optional Portfolio Purchase Completion Date in consideration for the purchase of the Mortgage Loans and Related Security in the Mortgage Portfolio on the Optional Portfolio Purchase Completion Date and the Security Trustee shall, pursuant to the Deed of Charge, enter into a release of security in respect of such Mortgage Loans and Related Security with effect on the Optional Portfolio Purchase Completion Date.

At the cost of the Portfolio Option Holder, the Issuer shall serve, or if, at the time the Portfolio Option is exercised, the Issuer does not hold the whole legal title, direct the Legal Title Holder to serve all relevant notices and take all steps (including carrying out requisite registrations and recordings) in order to effectively vest the legal title in the Legal Title Transferee (to the extent applicable), in each case subject to the terms and conditions set out in the Deed Poll, such notices to be given promptly after the Optional Portfolio Purchase Completion Date.

Risk Retention Regulatory Change Option

Pursuant to the Mortgage Sale Agreement, following the occurrence of a Risk Retention Regulatory Change Event (and subject to two directors of the Retention Holder certifying in writing to the Issuer (copied to the Note Trustee) that a Risk Retention Regulatory Change Event has occurred, upon which certificate the Issuer (copied to the Note Trustee) shall be entitled to rely absolutely without liability to any person for so doing), the Retention Holder has the benefit of the Risk Retention Regulatory Change Option to require the Issuer to, on the date (the "**Risk Retention Regulatory Change Option Date**") specified in such notice (the "**Risk Retention Regulatory Change Option Exercise Notice**"):

- (a) sell and transfer to the Retention Holder or its nominee (specified as such in the Risk Retention Regulatory Change Option Exercise Notice) the beneficial title to all Loans and Related Security in the Mortgage Portfolio;
- (b) transfer to the Retention Holder the right to have legal title to the Mortgage Loans and their Related Security; and
- (c) to the extent applicable, direct that the Legal Title Holder transfers legal title to the Mortgage Loans to the Retention Holder or its nominee (specified as such in the Risk Retention Regulatory Change Option Exercise Notice) in accordance with and subject to the terms of the Servicing Agreement,

in each case subject to the terms of the Mortgage Sale Agreement (the "**Risk Retention Regulatory Change Option**").

On the Interest Payment Date immediately following the Risk Retention Regulatory Change Option Date, the Notes will be redeemed in full as more fully described in the section entitled "*Redemption of the Notes and the cancellation of the Residual Certificates*" below.

Where the sale to the Retention Holder does not contemplate a transfer of the legal title to the Mortgage Loans and their Related Security, the exercise of the Risk Retention Regulatory Change Option shall be conditional on the consent of the Legal Title Holder to hold legal title on behalf of the Retention Holder or its nominee.

It will be a condition of the exercise of the Risk Retention Regulatory Change Option that (a) where either the Beneficial Title Transferee or the Legal Title Transferee is not resident for tax purposes in the United Kingdom, the Portfolio Option Holder shall indicate in the Risk Retention Regulatory Change Option Exercise Notice that the Beneficial Title Transferee or the Legal Title Transferee (as applicable) is not resident in the United Kingdom for tax purposes and (b) the Beneficial Title Transferee shall not transfer the beneficial interest in any of the Mortgage Loans or their Related Security comprising the Mortgage Portfolio to a further purchaser that is not resident in the United Kingdom for tax purposes without first giving the Issuer five Business Days' written notice that the further purchaser is not resident in the United Kingdom for tax purposes.

The Retention Holder may indicate its intent to exercise the Risk Retention Regulatory Change Option by delivering a Risk Retention Regulatory Change Option Exercise Notice to the Issuer with a copy to the Note Trustee, the Security Trustee, the Seller, the Servicer, the Legal Title Holder and the Cash Manager at any time following the occurrence of a Risk Retention Regulatory Change Event **provided that** such Risk Retention Regulatory Change Option Exercise Notice shall be delivered (i) no earlier than the Business Day immediately following the Interest Payment Date immediately preceding the intended Risk Retention Regulatory Change Option Date and (ii) no later than ten Business Days before the intended Risk Retention Regulatory Change Option Date.

The Issuer shall notify the Noteholders, Note Trustee and Rating Agencies promptly following its acknowledgement of the Risk Retention Regulatory Change Option Exercise Notice, such acknowledgement to take the form of the Issuer's countersignature to the Risk Retention Regulatory Change Option Exercise Notice.

Completion of the transfers referred to at points (a) to (c) above will occur on the date specified in such notice **provided that** the Risk Retention Regulatory Change Option Date shall fall two Business Days prior to the Interest Payment Date immediately following the date of the Risk Retention Regulatory Change Option Exercise Notice or such earlier date as the Issuer, Note Trustee, Security Trustee and the Retention Holder may agree and **provided further that** the Risk Retention Regulatory Change Option Date may fall no earlier than six Business Days after the Collection Period End Date immediately preceding the Interest Payment Date immediately following the date of the Risk Retention Regulatory Change Option Exercise Notice.

The Retention Holder or its nominee will be required to deposit the full amount of the Risk Retention Regulatory Change Option Purchase Price in the Issuer Account or such other account agreed with the Issuer and the Security Trustee (on the direction of the Note Trustee) on or prior to the Risk Retention Regulatory Change Option Date or take such other action agreed with the Issuer and the Security Trustee.

Risk Retention Regulatory Change Option Purchase Price

The purchase price for the Mortgage Portfolio under the Risk Retention Regulatory Change Option shall be an amount (the "**Risk Retention Regulatory Change Option Purchase Price**") equal to (without double counting):

- (a) the amount required by the Issuer to pay in full all amounts payable under items (a) to (r) (inclusive) of the Post-Enforcement Priority of Payments on the Interest Payment Date immediately following the Risk Retention Regulatory Change Option Date including (for the avoidance of doubt) the Issuer's costs and expenses associated with transferring its interests in any Mortgage Loan and its Related Security to the Retention Holder or its nominee (if any) and an amount agreed between the Issuer and the Retention Holder in respect of costs anticipated to be incurred by the Issuer after the Risk Retention Regulatory Change Option Date; less
- (b) the balance standing to the credit of the Reserve Fund; less
- (c) any Available Revenue Receipts and Available Redemption Receipts otherwise available to the Issuer for application on the Interest Payment Date immediately following the Risk Retention Regulatory Change Option Date.

"**Risk Retention Regulatory Change Event**" means any change in or the adoption of any new law, rule, direction, guidance or regulation which requires the manner in which the Minimum Required Interest is held by the Retention Holder and the Seller to be restructured after the Closing Date or which would

otherwise result in the manner in which the Minimum Required Interest is held by the Retention Holder to become non-compliant in relation to a Noteholder.

Redemption of the Notes and the cancellation of the Residual Certificates

On the Interest Payment Date immediately following the Risk Retention Regulatory Change Option Date, the full amount of the Risk Retention Regulatory Change Option Purchase Price, together with all amounts standing to the credit of the Reserve Fund and (without double-counting) all Available Revenue Receipts and Available Redemption Receipts otherwise available to the Issuer for application on that Interest Payment Date, will be applied in accordance with the Post-Enforcement Priority of Payments and will result in the Notes being redeemed in full. Any funds remaining may (subject to the payment of all senior amounts in accordance with the Post-Enforcement Priority of Payments) be paid to the Certificateholders. Following the redemption in full of the Notes and subject to the Conditions and Residual Certificates Conditions the Residual Certificates will be cancelled.

Any Revenue Receipts or Redemption Receipts received by the Issuer corresponding to any Monthly Collection Period falling after the immediately preceding Collection Period End Date or any interest on the Issuer Account received by the Issuer from but excluding the immediately preceding Collection Period End Date prior to the Risk Retention Regulatory Change Option Date (such amounts being "**Risk Retention Regulatory Change Option Collections**") will be payable, together with any minimum required amount that has been retained in the General Transaction Collection Accounts, to or for the account of the Beneficial Title Transferee as soon as reasonably practicable following the Risk Retention Regulatory Change Option Date.

USE OF PROCEEDS

The Issuer will use the net proceeds of the issuance of the Notes on the Closing Date to:

- (a) pay the Initial Purchase Price payable by the Issuer for the Mortgage Portfolio to be acquired from the Seller on the Closing Date;
- (b) establish the Reserve Fund through the retention of the Reserve Fund Required Liquidity Amount; and
- (c) retain certain amounts and pay certain fees and expenses of the Issuer incurred in connection with the issue of the Notes and the Residual Certificates on the Closing Date.

RATINGS

The Rated Notes, on issue, (with respect to payments of interest and principal) are expected to be assigned the following ratings by Moody's and S&P. The Class Z Notes and the Class X Notes will not be rated. 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	Moody's	S&P
Class A Notes	Aaa(sf)	AAA(sf)
Class B Notes	Aa1(sf)	AA(sf)
Class C Notes	A2(sf)	A+(sf)
Class D Notes	Baa2(sf)	A(sf)
Class E Notes	Ba2(sf)	BBB+(sf)
Class X Notes	Not rated	Not rated
Class Z Notes	Not rated	Not rated

The ratings assigned to the Rated Notes by Moody's address, *inter alia*:

- the likelihood of full and timely payments to the holders of the Rated Notes of interest on each Interest Payment Date; and
- the likelihood of ultimate payment to the holders of the Rated Notes of principal in relation to the Rated Notes on or prior to the Final Maturity Date.

The ratings assigned to the Rated Notes by S&P address, *inter alia*:

- the likelihood of full and timely payments to the holders of the Class A Notes and the Class B Notes of interest on each Interest Payment Date;
- the likelihood of full and ultimate payment to the holders of the Class C Notes, the Class D Notes and the Class E Notes of interest on or before the Final Maturity Date; and
- the likelihood of ultimate payment to the holders of the Rated Notes of principal in relation to the Rated 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 EU and is registered under the CRA Regulation.

THE ISSUER

Introduction

The Issuer was incorporated under the laws of England and Wales on 12 January 2017 (registered number 10561248) as a public limited company under the Companies Act 2006. The registered office of the Issuer is 35 Great St. Helen's, London EC3A 6AP. The telephone number of the Issuer's registered office is +44 (0)20 7398 6300. The issued share capital of the Issuer comprises 50,000 ordinary shares of £1.00 each of which are quarter-paid and all are held by Holdings (see the section titled "*Holdings*" below).

The Issuer has no subsidiaries and does not control, directly or indirectly, any other company. The Seller and the Retention Holder do not own directly or indirectly any of the share capital of Holdings or the Issuer.

The Issuer was established as a special purpose vehicle solely for the purpose of issuing asset backed notes. The Issuer is permitted, pursuant to the terms of its articles of association, *inter alia*, to issue the Notes and the Residual Certificates. The Issuer will covenant to observe certain restrictions on its activities which are set out in Condition 5(b) (*Covenants*) and Residual Certificates Condition 5(b) (*Issuer Covenants*).

Under the Companies Act 2006 (as amended), the Issuer's governing documents, including its principal objects, may be altered by a special resolution of shareholders.

In accordance with the Corporate Services Agreement, the Corporate Services Provider will provide to the Issuer certain directors, a registered and administrative office, the arrangement of meetings of directors and shareholders and procure the service of a company secretary. No remuneration is paid by the Issuer to or in respect of any director or officer of the Issuer for acting as such.

The Issuer has not engaged, since its incorporation, in any material activities nor commenced operations other than those incidental to its registration as a public limited company under the Companies Act 2006 (as amended) and to the proposed issues of the Notes and Residual Certificates and the authorisation of the other Transaction Documents referred to in this Prospectus to which it is or will be a party and other matters which are incidental or ancillary to the foregoing. The Issuer, as necessary, has made a notification under the Data Protection Act 1998. As at the date of this Prospectus, statutory accounts have not yet been prepared or delivered to the Registrar of Companies on behalf of the Issuer. The accounting reference date of the Issuer is 31 December and the first statutory accounts of the Issuer will be drawn up to 31 December 2017.

There is no intention to accumulate surpluses in the Issuer (other than amounts standing to the credit of the Issuer Profit Ledger and the Reserve Fund Ledger).

Directors

The directors of the Issuer and their respective business addresses and occupations are:

Name	Business Address	Business Occupation
Intertrust Directors 1 Limited	35 Great St. Helen's, London EC3A 6AP	Corporate Director
Intertrust Directors 2 Limited	35 Great St. Helen's, London EC3A 6AP	Corporate Director
Debra Parsall	35 Great St. Helen's, London EC3A 6AP	Director

The directors of Intertrust Directors 1 Limited and Intertrust Directors 2 Limited and their principal activities are as follows:

Name	Business Address	Principal Activities
Claudia Wallace	35 Great St. Helen's, London EC3A 6AP	Director
Vinoy Nursiah	35 Great St. Helen's, London EC3A 6AP	Director
Susan Abrahams	35 Great St. Helen's, London EC3A 6AP	Director
Debra Parsall	35 Great St. Helen's, London EC3A 6AP	Director
Helena Whitaker	35 Great St. Helen's, London EC3A 6AP	Director and Company Secretary
Nella Liburd	35 Great St. Helen's, London EC3A 6AP	Company Secretary
Aline Sternberg	35 Great St. Helen's, London EC3A 6AP	Company Secretary
Jackie Sarpong	35 Great St. Helen's, London EC3A 6AP	Company Secretary
Vanna De Rose	35 Great St. Helen's, London EC3A 6AP	Company Secretary

The company secretary of the Issuer is Intertrust Corporate Services Limited whose principal office is at 35 Great St. Helen's, London EC3A 6AP.

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

HOLDINGS

Introduction

Holdings was incorporated under the laws of England and Wales on 11 January 2017 (registered number 10559314) as a private limited company under the Companies Act 2006 (as amended). The registered office of Holdings is 35 Great St. Helen's, London EC3A 6AP. The issued share capital of Holdings comprises one ordinary share of £1.00. Intertrust Corporate Services Limited (the "**Share Trustee**") holds the entire beneficial interest in the issued share capital under a discretionary trust for discretionary purposes. Holdings holds the beneficial interest in the issued share capital of the Issuer.

Neither the Seller, the Retention Holder nor any company connected with the Seller or the Retention Holder can direct the Share Trustee and none of such companies has any control, direct or indirect, over Holdings or the Issuer. Holdings does not have any control, direct or indirect, of any company other than 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
Intertrust Directors 1 Limited	35 Great St. Helen's, London EC3A 6AP	Corporate Director
Intertrust Directors 2 Limited	35 Great St. Helen's, London EC3A 6AP	Corporate Director
Debra Parsall	35 Great St. Helen's, London EC3A 6AP	Director

The directors of Intertrust Directors 1 Limited and Intertrust Directors 2 Limited and their respective occupations are:

Name	Business Address	Principal Activities
Claudia Wallace	35 Great St. Helen's, London EC3A 6AP	Director
Vinoy Nursiah	35 Great St. Helen's, London EC3A 6AP	Director
Susan Abrahams	35 Great St. Helen's, London EC3A 6AP	Director
Debra Parsall	35 Great St. Helen's, London EC3A 6AP	Director
Helena Whitaker	35 Great St. Helen's, London EC3A 6AP	Director and Company Secretary
Nella Liburd	35 Great St. Helen's, London EC3A 6AP	Company Secretary

Name	Business Address	Principal Activities
Aline Sternberg	35 Great St. Helen's, London EC3A 6AP	Company Secretary
Jackie Sarpong	35 Great St. Helen's, London EC3A 6AP	Company Secretary
Vanna De Rose	35 Great St. Helen's, London EC3A 6AP	Company Secretary

The company secretary of Holdings is Intertrust Corporate Services Limited whose principal office is at 35 Great St. Helen's, London EC3A 6AP.

The accounting reference date of Holdings is 31 December and the first statutory accounts of Holdings will be drawn up to 31 December 2017.

Holdings has no employees.

THE SELLER, RETENTION HOLDER, LEGAL TITLE HOLDER AND SERVICER

Paratus AMC Limited (the "**Seller**", the "**Retention Holder**", the "**Legal Title Holder**" and the "**Servicer**") is a private limited company incorporated and registered in England and Wales under company number 03489004 whose registered office is at 5 Arlington Square, Downshire Way, Bracknell, Berkshire RG12 1WA.

Paratus AMC Limited is a provider of primary and special servicing for UK residential mortgages with approximately £2.5bn of residential mortgage loans under management. Paratus AMC Limited is indirectly owned by funds managed and/or advised by Fortress Investment Group LLC.

Paratus AMC Limited is authorised and regulated by the Financial Services Authority under registration number 301128 and is registered under the Data Protection Act 1998.

Paratus AMC Limited in its capacity as the Retention Holder has given certain undertakings in relation to the holding of the Minimum Required Interest which are set out in the section headed "*EU Risk Retention Requirements*".

NOTE TRUSTEE, SECURITY TRUSTEE, CASH MANAGER AND ISSUER ACCOUNT BANK

U.S. Bank Global Corporate Trust Services, which is a trading name of Elavon Financial Services D.A.C. (a U.S. Bancorp group company), is an integral part of the worldwide Corporate Trust business of U.S. Bank. U.S. Bank Global Corporate Trust Services in Europe conducts business primarily through the U.K. Branch of Elavon Financial Services D.A.C. from its offices in London at 125 Old Broad Street, London EC2N 1AR, United Kingdom.

Elavon Financial Services D.A.C. is a bank incorporated in Ireland and a wholly owned subsidiary of U.S. Bank National Association. Elavon Financial Services D.A.C. is authorised by the Central Bank of Ireland and the activities of its U.K. Branch are also subject to the limited regulation of the U.K. Financial Conduct Authority and Prudential Regulation Authority.

U.S. Bank Global Corporate Trust Services in combination with U.S. Bank National Association, the legal entity through which the Corporate Trust Division conducts business in the United States, is one of the world's largest providers of trustee services with more than \$4 trillion in assets under administration in municipal, corporate, asset-backed and international bonds. The division provides a wide range of trust and agency services such as calculation/paying agent, collateral administration and document custody through its network of 48 U.S.-based offices, an Argentinean office and European offices in London and Dublin.

U.S. Bancorp, with \$438 billion in assets as of 30 June 2016, is the parent company of U.S. Bank National Association, the 5th largest commercial bank in the United States of America. The company operates 3,122 banking offices in 25 states and 4,923 ATMs and provides a comprehensive line of banking, brokerage, insurance, investment, mortgage, trust and payment services products to consumers, businesses and institutions.

THE ORIGINATORS

GMAC-RFC Limited

Paratus AMC Limited (formerly known as GMAC-RFC Limited) ("**GMAC-RFC**") is a private limited company incorporated in England and Wales under the Companies Act 1985 on 6 January 1998.

GMAC-RFC originated mortgage loans (the "**GMAC-RFC Mortgage Loans**") to borrowers in England, Wales and Scotland until 2008 and has also in the past originated mortgage loans to borrowers in Northern Ireland. Following a change in ownership in October 2010, GMAC-RFC Limited has been renamed Paratus AMC Limited and its primary business is mortgage lending and origination in the United Kingdom.

The registered office of GMAC-RFC is at 5 Arlington Square, Downshire Way, Bracknell, Berkshire RG12 1WA.

First Alliance Mortgage Company Limited

First Alliance Mortgage Company Limited ("**First Alliance**") was a private limited company with company number 03172536 incorporated in England and Wales under the Companies Act 1985 on 14 March 1996. First Alliance was subject to a Members Voluntary Liquidation and was wound up on 15 December 1999. First Alliance was later dissolved on 27 September 2006.

The registered office of First Alliance was 2 Cornwall Street, Birmingham, West Midlands, B3 2DL.

Amber Homeloans Limited

Amber Homeloans Limited ("**Amber**") is a private limited company with company number 02819645 incorporated in England and Wales under the Companies Act 1985 on 19 May 1993. Amber was originally known as Pinkard Limited, but changed its name to Stroud and Swindon Mortgage Company Limited on 6 September 1993 and to Stroud and Swindon Mortgage Company (No 2) Limited on 9 February 1994. It became known as Amber on 4 June 2001.

The registered office of Amber is The Bailey, Skipton, North Yorkshire, United Kingdom, BD23 1DN.

Victoria Mortgage Funding Limited

Victoria Mortgage Funding Limited ("**Victoria**") is a company incorporated in England and Wales (registered number 5166627). Victoria was incorporated on 30 June 2004 under the name "Grosvenor Home Loans No 2 Limited" and changed its name to Victoria Mortgage Funding Limited on 24 August 2004. Victoria provided a selection of specialist mortgage products for lending networks and packaging companies. Victoria originated all of its mortgages through mortgage packagers. Victoria also sold mortgage portfolios to other lenders such as banks, building societies and insurance companies. Victoria was dissolved on 10 June 2009. Victoria was authorised and regulated by the Financial Services Authority with reference number 414808.

THE GLOBAL COLLECTION ACCOUNT BANK AND PARATUS ACCOUNT BANK

Barclays Bank PLC will act as Global Collection Account Bank and Paratus Account Bank.

Barclays Bank PLC (the "**Bank**") is a public limited company registered in England and Wales under number 1026167. The liability of the members of Barclays Bank PLC is limited. It has its registered head office at 1 Churchill Place, London, E14 5HP, United Kingdom (telephone number +44 (0)20 7116 1000). Barclays Bank PLC was incorporated on 7 August 1925 under the Colonial Bank Act 1925 and on 4 October 1971 was registered as a company limited by shares under the Companies Acts 1948 to 1967. Pursuant to The Barclays Bank Act 1984, on 1 January 1985, Barclays Bank was re-registered as a public limited company and its name was changed from 'Barclays Bank International Limited' to 'Barclays Bank PLC'.

Barclays Bank PLC (together with its subsidiary undertakings (the "**Bank Group**")) is a transatlantic consumer, corporate and investment bank offering products and services across personal, corporate and investment banking, credit cards and wealth management, with a strong presence in the Bank Group's two home markets of the UK and the US. The Bank Group is focused on two core divisions – Barclays UK and Barclays International. Barclays UK comprises the UK retail banking operations, UK consumer credit card business, UK wealth management business and corporate banking for smaller businesses. Barclays International comprises the corporate banking franchise, the Investment Bank, the US and international cards business and international wealth management. Assets which do not fit the Bank Group's strategic objectives will continue to be managed in Barclays Non-Core and designated for exit or run-down over time. The whole of the issued ordinary share capital of Barclays Bank PLC is beneficially owned by Barclays PLC. Barclays PLC is the ultimate holding company of the Group.

The short term unsecured obligations of Barclays Bank PLC are rated A-2 by Standard & Poor's Credit Market Services Europe Limited, P-1 by Moody's Investors Service Ltd. and F1 by Fitch Ratings Limited and the long-term unsecured unsubordinated obligations of Barclays Bank PLC are rated A- by Standard & Poor's Credit Market Services Europe Limited, A1 by Moody's Investors Service Ltd. and A by Fitch Ratings Limited.

Based on the Bank Group's audited financial information for the year ended 31 December 2016, the Bank Group had total assets of £1,213,955m (2015: £1,120,727m), total net loans and advances¹ of £436,417m (2015: £441,046m), total deposits² of £472,917m (2015: £465,387m), and total shareholders' equity of £70,955m (2015: £66,019m) (including non-controlling interests of £3,522m (2015: £1,914m)). The profit before tax from continuing operations of the Bank Group for the year ended 31 December 2016 was £4,383m (2015: £1,914m) after credit impairment charges and other provisions of £2,373m (2015: £1,762m). The financial information in this paragraph is extracted from the audited consolidated financial statements of the Issuer for the year ended 31 December 2016.

¹ Total net loans and advances include balances relating to both bank and customer accounts.

² Total deposits include deposits from bank and customer accounts.

THE BACK-UP SERVICER FACILITATOR

The role of Back-Up Servicer Facilitator will be performed by Intertrust Management Limited (registered number 03853947), having its principal address at 35 Great St. Helen's, London EC3A 6AP.

The Back-Up Servicer Facilitator will be appointed pursuant to the terms of the Servicing Agreement to use their reasonable endeavours to appoint a Replacement Servicer if required.

THE CORPORATE SERVICES PROVIDER

Intertrust Management Limited (registered number 03853947), formerly Structured Finance Management Limited, having its principal address at 35 Great St. Helen's, London EC3A 6AP will be appointed to provide corporate services to the Issuer and Holdings pursuant to the Corporate Services Agreement.

Intertrust Management Limited has served and is currently serving as corporate service provider for numerous securitisation transactions and programmes involving pools of mortgage loans.

THE MORTGAGE PORTFOLIO AND THE MORTGAGE LOANS

Introduction

The following is a description of some characteristics of the Mortgage Loans and includes details of Mortgage Loan types, the underwriting process, lending criteria and selected statistical information.

The Seller has identified a portfolio of mortgage loans (the "**Provisional Mortgage Portfolio**") to assign to the Issuer.

The portfolio of mortgage loans which the Seller will transfer the beneficial title to on the Closing Date (the "**Mortgage Portfolio**") may differ from the Provisional Mortgage Portfolio due to any redemptions of mortgage loans occurring, the death of the related Borrower, enforcement procedures being completed or repurchases by the persons who sold the relevant Mortgage Loan to the Seller, in each case during the period between 30 November 2016 (the "**Portfolio Reference Date**") and the Cut-Off Date. As at the Portfolio Reference Date, the Provisional Mortgage Portfolio had the characteristics shown below. See "*Characteristics of the Provisional Mortgage Portfolio*".

The Provisional Mortgage Portfolio comprises certain Mortgage Loans and their Related Security repurchased on or about the Closing Date by the Seller from the Portfolio Sellers pursuant to certain repurchase agreements (as to beneficial title).

As of the Closing Date (and following the repurchase of Mortgage Loans and their Related Security as described above), the Seller will hold the legal and beneficial title to such Mortgage Loans and their Related Security. The Seller will transfer the beneficial title of the Mortgage Portfolio to the Issuer pursuant to and subject to the terms of the Mortgage Sale Agreement on the Closing Date. Following the Closing Date, the Seller will continue to hold the legal title to such loans in its capacity as the Legal Title Holder.

The sale by the Seller to the Issuer of each Scottish Mortgage Loan and its Related Security in the Mortgage Portfolio will be given effect by a declaration of trust by the Seller in favour of the Issuer granted on the Closing Date (the "**Scottish Declaration of Trust**"), following the prior release of such Scottish Mortgage Loans and their Related Security from any existing Scottish trust, which releases are given effect under the terms of a separate Scots law governed release agreements (the "**Scottish Releases**").

The Originators

The Mortgage Loans in the Provisional Mortgage Portfolio were predominantly originated by GMAC-RFC and Victoria, with the remainder being originated by Amber and First Alliance (see "*Characteristics of the Provisional Mortgage Portfolio*", below). The Mortgage Loans originated by Amber and First Alliance were originally acquired by GMAC-RFC on or before 2007.

Characteristics of the Mortgage Loans

Repayment Terms

The Mortgage Loans have different repayment methods, as described as follows:

- (a) *Repayment*: a Mortgage Loan under the terms of which monthly instalments covering both interest and principal are payable so that by the stated maturity date for that Mortgage Loan (a "**Repayment Mortgage Loan**") the full amount of principal advanced to the Borrower (in addition to the interest) has been repaid.
- (b) *Interest Only*: a Mortgage Loan under the terms of which the Borrower is only obliged to pay interest during the term of that Mortgage Loan (an "**Interest Only Mortgage Loan**") with the entire principal amount being payable only upon the relevant maturity date. As the principal amount associated with an Interest Only Mortgage Loan is repayable only upon the maturity of the Mortgage Loan, a life insurance or endowment policy or other repayment vehicle may have been taken out by a Borrower as a means of repayment of the Mortgage Loan. However, the relevant Originator will not have required the Borrower to provide evidence as to the existence of

any such policies (to the extent that such a policy was required as a condition of the related Mortgage Loan) and such policies are not charged by way of collateral security.

- (c) *Part and Part*: a Mortgage Loan in respect of which the Borrower is obliged to make payments of principal during the term of such loan (a "**Part and Part Mortgage Loan**") in partial repayment of the total principal amount, with the remaining principal being repayable on the stated maturity date.

Interest Rate Setting for Mortgage Loans

The applicable rate of interest accruing under each Mortgage Loan is referred to as the "Mortgage Rate". The Provisional Mortgage Portfolio consists of:

- (i) Mortgage Loans where the applicable Mortgage Rate is calculated by reference to Three-Month LIBOR (the "**Three-Month LIBOR-Linked Mortgage Loans**");
- (ii) Mortgage Loans where the applicable Mortgage Rate is calculated by reference to the Bank of England Base Rate (the "**Bank of England Base Rate-Linked Mortgage Loans**"); and
- (iii) Mortgage Loans which are subject to the Servicer's prevailing published standard variable rate ("**SVR**") (the "**SVR Mortgage Loans**").

Three-Month LIBOR for the Three-Month LIBOR-Linked Mortgage Loans is determined on the 12th day of each of March, June, September and December by the Servicer on behalf of the Issuer. The Three-Month LIBOR as established on such date shall be effective as of on the 12th day of each month for each of the Three-Month LIBOR-Linked Mortgages.

Right to Buy Mortgage Loans

The Mortgage Portfolio includes right to buy mortgage loans ("**Right to Buy Mortgage Loans**"), each being a loan entered into by a Borrower as a means to purchase, refinance or improve a residential property from a local authority or certain other landlords under "right to buy" schemes which are subject to the provisions of the Housing Act 1985 (as amended by the Housing Act 2004) (or section 16 of the Housing Act 1996) (in the case of English Mortgages) or (as applicable) the Housing (Scotland) Act 1987 (as amended by the Housing (Scotland) Act 2001 and the Housing (Scotland) Act 2010) (in the case of Scottish Mortgages).

Loans to first time buyers

The Mortgage Portfolio includes certain Mortgage Loans which were made to first time buyers (the "**First Time Buyer Mortgage Loans**").

Pre-M Day Mortgage Loans

The Mortgage Portfolio includes pre-M day loans (the "**Pre-M Day Mortgage Loans**"), each being a loan originated pursuant to offers made to Borrowers by an Originator prior to 31 October 2004.

In respect of Pre-M Day Loans, the relevant Originator and each subsequent holder of title to such Pre-M Day Loans was required to carry out certain procedures under the Money Laundering Regulations 1993 (as amended) (including the December 2001 Guidelines as set out by the Joint Money Laundering Steering Group in its guidance notes for the financial sector), in connection with the origination of any such Mortgage Loan.

Mortgage Payment Dates

All Borrowers are obliged to make monthly payments of interest and, if applicable, principal as required by the conditions of the Mortgage Loans contained in the relevant Mortgage Loan Documentation. The Mortgage Loans have payment dates throughout the month.

Lending Criteria

The following lending criteria (the "**Lending Criteria**") is a summary consolidating each of the lending criteria which have been applied in relation to the Mortgage Loans. Capitalised terms used in this section are used in respect of the Lending Criteria only, unless the context otherwise requires.

A. General Lending Criteria for Mortgage Loans originated by GMAC-RFC, First Alliance and Amber

Security

- (a) Each loan was secured by a first ranking legal mortgage (an "**English Mortgage**") over a freehold or long leasehold residential property (usually at least 30 years longer than the mortgage term) in England or Wales (an "**English Property**"), secured by a first ranking standard security (a "**Scottish Mortgage**") over a heritable or long leasehold residential property (usually at least 30 years longer than the mortgage term) located in Scotland (a "**Scottish Property**") (the Scottish Mortgages and the English Mortgages are collectively defined as the "**Mortgages**" and a Scottish Property and an English Property are each a "**Property**" and are collectively defined as the "**Properties**").
- (b) Only Property intended for use as the owner's principal place of residence or let under (i) an assured shorthold tenancy (in relation to an English Mortgage Loan) or (ii) short assured tenancy within the meaning of the Housing (Scotland) Act 1988 (in relation to a Scottish Mortgage Loan), in each case with a term of six or twelve months was acceptable, and, in case of a short assured tenancy within the meaning of the Housing (Scotland) Act 1988, notice must have been given to the relevant tenant in accordance with Section 32 of that Act.
- (c) Properties under 10 years old were required to have the benefit of an NHBC, Zurich Municipal or Premier guarantee or an architect's certificate or equivalent guarantee from an acceptable body.
- (d) The following are examples of types of property which were deemed unacceptable as security unless the prior written consent of the lender had been obtained:
 - (i) freehold flats and maisonettes (other than in Scotland);
 - (ii) Properties designated as defective under the Housing Defects Act 1984 or the Housing Act 1985 or the Housing (Scotland) Act 1987;
 - (iii) Properties containing mundic block materials;
 - (iv) Properties of 100 per cent. timber construction;
 - (v) studio flats;
 - (vi) Grade I listed buildings;
 - (vii) Properties where commercial usage exceeds 40 per cent.; and
 - (viii) second homes and holiday homes.
- (e) Each Property offered as security was required to have been valued either (i) by a professionally qualified surveyor (ARICS/FRICS qualification) chosen from a panel of valuation firms approved by the lender or (ii) in accordance with a valuation system provided by a third-party entity for the automated valuation of properties securing mortgage loans.
- (f) Each Property was required to have been insured by the Borrower.

Borrowers

- (a) Borrowers were required to be at least 18 years of age prior to completion of the loan.
- (b) A maximum number of four Borrowers were allowed to be parties to a loan.

- (c) The Borrower's credit and employment history were assessed with the aid of any or all of the following:
 - (i) search supplied by credit reference agency;
 - (ii) confirmation of voters roll entries;
 - (iii) references from current employers;
 - (iv) accountant's certificate;
 - (v) references from current and/or previous lenders; and
 - (vi) bank statements.
- (d) Applications where a county court judgment (or its Scottish equivalent) ("**CCJ**") relating to a Borrower has been revealed by the credit reference search or instalment arrears have been revealed by lenders' or landlords' references or a Borrower has been subject to a bankruptcy order (or, in Scotland, an award of sequestration) ("**BO**") or individual voluntary arrangement ("**IVA**") or, in Scotland, where a Borrower has entered into a trust deed for the benefit of his or her creditors were acceptable under the Lending Criteria. Generally, a CCJ was ignored if it (i) was registered not less than three years before the Borrower's application for a loan, (ii) was satisfied more than 12 months before the Borrower's application for a loan or (iii) related to a sum of not more than £300.
- (e) Borrowers who were the subject of a BO were required to provide a certificate of discharge (or its Scottish equivalent) and the applicant was required to have sufficient income to support the loan. Borrowers who were the subject of an IVA were also required to provide a confirmation of satisfactory conduct of the IVA where appropriate.

"**Borrower**" means, in relation to a loan, the individual or individuals specified as such in the relevant Mortgage together with the individual or individuals (if any) from time to time assuming an obligation to repay such loan or any part of it.

Term

A loan was required not to have a term of more than 30 years.

Solicitors/Title Insurance Providers

Any firm of solicitors acting on behalf of the lender on the making of each loan was required to meet certain minimum requirements. For example, they were required to have at least two practising partners (if the firm was a partnership).

In respect of the loans, either solicitors have carried out usual investigations, searches and other actions and enquiries which a Prudent Mortgage Lender or its solicitors or conveyancers normally make when lending to an individual on the security of residential property in England, Wales and Scotland or in each case a certificate of title or report on title relating to such Property, or title insurance has been obtained.

The Issuer would have the benefit of the title insurance in respect of the loans sold by the Seller to the Issuer pursuant to the Mortgage Sale Agreement.

Further advance

For Mortgage Loans originated by GMAC-RFC but not First Alliance or Amber, a Borrower was eligible to request a further advance 6 months after completion of the original mortgage loan. Such application would have to be decided on a case by case basis and there was no obligation to make a further advance.

Porting

In addition, for Mortgage Loans originated by GMAC-RFC but not First Alliance or Amber, a Borrower will not be eligible to request a port of their existing Mortgage to secure a new Property until 3 months after completion of the original loan, or subsequent further advance.

B. Lending Criteria for Mortgage Loans originated on or after 2006 by GMAC-RFC, First Alliance and Amber

Loan Amount

A loan was required not to exceed £1,000,000 at any time during the life of the loan.

Loan to Value

- (a) The loan to value ratio (the "**LTV**") was calculated by dividing the gross principal amount committed at completion of the loan (exclusive of any arrangement fee which may be added to the loan) by the lower of the valuation of the Property at origination of the loan and the purchase price.
- (b) The maximum LTV of each loan at the date of the advance (the "**Maximum LTV**") was required to be no more than 97.5 per cent. For loans with an LTV above 90%, a higher lending charge of 7.5 per cent. applied. The higher lending charge is payable on the amount of the loan in excess of 75% LTV and would have been added to the advance, provided that the total debt did not exceed 97.5% LTV. Most of the Mortgage Loans are non-conforming loans and the higher lending charge was not payable in relation to non-conforming loans.

Income and Affordability

Owner Occupied Loans

Depending on the loan type, owner occupied loans were tested either by reference to income multiples (save in the case of Non-Income Verified Mortgage Loans) or affordability.

Income Multiples

- (a) Income was determined by reference to the application form and supporting documentation (or self-certification), where appropriate, and may have consisted of salary plus additional regular remuneration for employed Borrowers, net profit plus any additional income confirmed by the accountant for self-employed Borrowers, pensions, investments and rental income, and other monies approved by the lender.
- (b) The principal amount of any loans advanced by GMAC-RFC was required not to exceed, at the time of origination, 5 times the assessed income of any single borrower or 4.5 times the combined assessed incomes of joint borrowers.

Affordability

Certain of the owner occupied loans comprising the Provisional Mortgage Portfolio may have been approved using an affordability test. The test provided for up to 55 per cent. of an applicant's gross annual income (including the relevant loan payment) to be required to meet the borrower's then existing financial commitments. If the percentage exceeded 55 per cent., then the application would normally have been declined; however, GMAC-RFC may have approved such applications on a case by case basis.

Existing commitments may have been defined as loans, either secured (including rent) or unsecured, credit card/store card balances, hire purchase commitments, maintenance payments, or any other regular outgoing which was a committed draw upon income.

Buy-to-Let Mortgage Loans

The assessed rental income was required to be equivalent to 100 per cent. (or greater) of the assessed monthly interest payment on the loan at the time the loan was underwritten.

C. Lending Criteria for Mortgage Loans originated by GMAC-RFC, First Alliance and Amber on or before 2005

Loan Amount

A loan was required to be at least £25,000 and would not usually exceed £750,000.

Loan to Value

The policy was not to originate loans with an LTV higher than 95 per cent., although a higher LTV may have been permitted in certain circumstances.

Income and Affordability

Income multiple was generally required to be no more than 4.5 times for a loan under the "Prime" Lending Criteria (in case of single Borrower), and no more than 3.75 times (in case of joint Borrowers).

For loans up to certain maximum amounts, the income of Borrowers may be substantiated by self-certification. In certain cases, an applicant was not required to state his income where the decision to lend was based on his credit history but the employer or an accountant of the applicant would have been telephoned for the purpose of confirming the employment (but not the income) of that Borrower.

Buy-to-Let Mortgage Loans

For loans exclusively for investment properties ("**Investment Loans**"), Borrowers were required to be at least 25 years old and the maximum number of Borrowers to an Investment Loan was two. No income multiples test is required but the gross monthly rental income was required to be at least 125 per cent. (or, in some other cases, 100 per cent.) of the monthly mortgage interest payment depending on the product. The maximum LTV allowed for an Investment Loan was 85 per cent. (or, in some other cases, 89 per cent.).

D. Lending Criteria for Mortgage Loans originated by Victoria

Security

- (a) Each Loan was secured by a first ranking legal Mortgage over a freehold or long leasehold residential Property (usually at least 30 years longer than the mortgage term) in England or Wales, with the exception of Right to Buy Loans (as described below) where the charge in favour of Victoria was postponed behind the relevant local authority's statutory charge.
- (b) Other than in respect of buy-to-let loans, the Properties were required to constitute the principal private residence of the relevant Borrowers.
- (c) The following are examples of types of property which were deemed unacceptable as security unless the prior written consent of the lender had been obtained:
 - (i) Properties outside of England and Wales (including Isle of Man);
 - (ii) commercial properties;
 - (iii) Properties containing mundic block materials;
 - (iv) Properties with high alumina content concrete;
 - (v) Properties not permanently affixed to land, for example, mobile homes and canal boats;
 - (vi) Properties not wholly owned by the Borrower;
 - (vii) flat felt roof properties; and
 - (viii) Properties listed in the Housing Defects Act 1984 and Housing Act 1985, which do not possess a valid repair certificate under an approved licensed scheme.
- (d) Properties under 10 years old were required to have the benefit of a NHBC Buildmark, Zurich Municipal Building Guarantee or an architect's certificate.

- (e) A full valuation report by an approved panel valuer (RICS qualified) was required to determine if a Property represents satisfactory security for a Mortgage Loan.
- (f) A building insurance policy which was acceptable to Victoria was required to be in place, and Victoria's interest was required to be noted on the policy.

Loan Amount

A loan was required to be at least £70,000 and not more than £500,000 (for loan with less than 85 per cent. LTV), £350,000 (for loan with 85 per cent. to 90 per cent. LTV) or £400,000 (for buy-to-let loans).

Loan to Value

The maximum LTV varied between products but should not have been over 90 per cent. of the price or valuation, before fees, which may have been added to the loans.

Term

Loans were required to have an original term of between 5 to 30 years.

Borrowers

- (a) Borrowers were required to be at least 18 years of age at the time of application for residential purchase and for any remortgage. For Buy to Let Loans (as described below), the minimum age was 25 at the time of application.
- (b) A maximum number of four Borrowers were allowed to be parties to a loan.
- (c) A full credit search (including CAIS) was conducted by Victoria or an authorised packaging firm. The packaging firm was required to enclose the search with the Mortgage application papers and it was required to cover at least the applicant's last 3 years' address history. The credit search would identify whether the applicant has had any CCJ registered or defaults including mortgage arrears. For many of Victoria's loan products, defaults would be ignored.
- (d) Applications from discharged bankrupts (but not undischarged bankrupts) would be considered. Explanations were required for bankruptcies. The underwriter should be satisfied that the conditions which led to the bankruptcy were historic. Applicants subject to current or historic IVAs would be considered.

Income and Affordability

The income of a Borrower was assessed by reference to the application form and supporting documentation, where appropriate, and may consist of salary plus additional regular remuneration for employed Borrowers, and net profit plus any additional income confirmed by an accountant for self-employed Borrowers, pensions, investments and rental income, and other moneys approved by an authorised officer of Victoria.

The minimum income required for an individual applicant was £22,000 and £25,000 for joint applicants. Expenses and unemployment benefits are unacceptable categories of income.

Buy-to-Let Mortgage Loans

The monthly rental income was required to be at least 125 per cent. of the assessed monthly interest payment on the loan at the time the loan was underwritten. Buy-to-let property let to tenants whose income depends on the Department of Social Security and multi-lets would not be considered.

Right to Buy Loans

Victoria was not an Approved Lender as defined in the Housing Act 1985 (as amended) or as approved by the Office of the Deputy Prime Minister. Victoria created Right to Buy mortgages where the Victoria charge was postponed behind the local authority's statutory charge. In these instances, Victoria would ensure that the loan is covered by title insurance which provides insurance cover in the event that the

prior ranking statutory charge was enforced in order to recoup the relevant discount from the Borrower with the result that Victoria incurred a loss.

Solicitors/Title Insurance Providers

- (a) Prior to making a loan to a Borrower, Victoria would have:
 - (i) caused its solicitors to confirm that all necessary planning permissions, building regulation/consent and final certificates as specified by the valuer have been obtained and all conditions attaching thereto have been complied with and any necessary consents obtained; or
 - (ii) ensured that title insurance was in place; and
 - (iii) arranged for the Borrower to provide to Victoria a fully completed certificate of building insurance and confirm the policy is on risk; the property was required to be insured for a minimum of the reinstatement value given in the valuation report.
- (b) Any firm of solicitors acting on behalf of Victoria in relation to the making of each loan would have at the time of completion of the relevant Loan at least two practising partners.

E. Valuation

Investors should be aware that, other than the valuation of Properties undertaken as at origination (as more fully described in this section entitled "*The Mortgage Portfolio and the Mortgage Loans*"), no revaluation of any Property has been undertaken by the Seller, the Legal Title Holder, the Issuer or the Servicer (as the case may be), the Security Trustee or any other person in respect of the issue of the Notes and the valuations quoted are at the date of the original mortgage loan origination.

CHARACTERISTICS OF THE PROVISIONAL MORTGAGE PORTFOLIO

The statistical and other information contained in this section has been compiled by reference to the Provisional Mortgage Portfolio with an aggregate Capital Balance of £233,227,752 as of the Portfolio Reference Date and is described further in the section entitled "*The Mortgage Portfolio and the Mortgage Loans - Introduction*" above.

The information contained in this section will not be updated to reflect any decrease in the size of the Mortgage Portfolio from that of the Provisional Mortgage Portfolio.

Except as otherwise indicated, these tables have been prepared using the Capital Balance as at the Portfolio Reference Date. Columns may not add up to the total due to rounding.

As at the Portfolio Reference Date, the Provisional Mortgage Portfolio had the following characteristics:

Summary Statistics

Portfolio Reference Date:	30 Nov 2016
Aggregate Capital Balance (£)	233,227,752
Total Advance Made (£)	249,136,159
No. of Accounts:	1,821
Average Capital Balance per Account	128,077
WA OLTV (Original Advance divided by Original Valuation) %:	85.40%
WA CLTV (Capital Balance divided by Original Valuation) %:	81.89%
WA Indexed LTV	64.06%
WA Coupon %:	3.56%
WA Seasoning (Years).....	10
WA Remaining Term (Years).....	13
Interest Only (%).....	83.56%
Buy-to-let %:.....	16.90%
Self-Certified Mortgage Product %:.....	49.86%
Income Verified Mortgage Loans %:.....	13.46%

Originator	Capital balance	Capital balance (%)	Number of accounts	Number of accounts (%)
GMAC RFC	145,768,691	62.50%	1,140	62.60%
Victoria Mortgages	87,150,114	37.37%	677	37.18%
Amber	261,350	0.11%	2	0.11%
FamCo.....	47,598	0.02%	2	0.11%
Total:.....	233,227,752	100.00%	1,821	100.00%

Capital balance (£)	Capital balance	Capital balance (%)	Number of accounts	Number of accounts (%)
<= 75,000.....	22,098,841	9.48%	399	21.91%
75,001 to 100,000	26,507,140	11.37%	303	16.64%
100,001 to 125,000	36,552,633	15.67%	325	17.85%
125,001 to 150,000	32,390,784	13.89%	235	12.90%
150,001 to 175,000	33,859,672	14.52%	209	11.48%
175,001 to 200,000	20,924,772	8.97%	112	6.15%
200,001 to 225,000	18,398,654	7.89%	86	4.72%
225,001 to 250,000	14,138,846	6.06%	60	3.29%

Capital balance (£)	Capital balance	Capital balance (%)	Number of accounts	Number of accounts (%)
250,001 to 275,000	9,192,290	3.94%	35	1.92%
275,001 to 300,000	6,906,599	2.96%	24	1.32%
300,001 to 325,000	3,441,091	1.48%	11	0.60%
325,001 to 350,000	3,079,970	1.32%	9	0.49%
350,001 to 375,000	1,073,703	0.46%	3	0.16%
>= 375,001	4,662,756	2.00%	10	0.55%
Total:	233,227,752	100.00%	1,821	100.00%

The minimum, maximum and average Capital Balance as at the Portfolio Reference Date of all the Mortgage Loans is £3,169, £600,100 and £128,077 respectively.

Original advance (£)	Capital balance	Capital balance (%)	Number of accounts	Number of accounts (%)
<= 75,000	12,705,008	5.45%	242	13.29%
75,001 to 100,000	27,422,251	11.76%	347	19.06%
100,001 to 125,000	35,361,021	15.16%	340	18.67%
125,001 to 150,000	36,505,436	15.65%	282	15.49%
150,001 to 175,000	32,639,607	13.99%	212	11.64%
175,001 to 200,000	23,615,134	10.13%	135	7.41%
200,001 to 225,000	19,822,340	8.50%	96	5.27%
225,001 to 250,000	16,110,054	6.91%	70	3.84%
250,001 to 275,000	8,808,395	3.78%	35	1.92%
275,001 to 300,000	6,618,718	2.84%	24	1.32%
300,001 to 325,000	3,657,754	1.57%	12	0.66%
325,001 to 350,000	3,002,186	1.29%	9	0.49%
350,001 to 375,000	2,227,741	0.96%	6	0.33%
>= 375,001	4,732,108	2.03%	11	0.60%
Total:	233,227,752	100.00%	1,821	100.00%

The minimum, maximum and weighted average original advance as at the Portfolio Reference Date of all the Mortgage Loans is £25,001, £600,000 and £169,203 respectively.

Original LTV	Capital Balance	Capital Balance (%)	Number of Accounts	Number of Accounts (%)
<= 50.00%	4,014,951	1.72%	61	3.35%
50.01% to 55.00%	1,035,407	0.44%	13	0.71%
55.01% to 60.00%	2,923,420	1.25%	32	1.76%
60.01% to 65.00%	4,313,585	1.85%	38	2.09%
65.01% to 70.00%	3,921,422	1.68%	41	2.25%
70.01% to 75.00%	9,427,097	4.04%	90	4.94%
75.01% to 80.00%	14,041,016	6.02%	127	6.97%
80.01% to 85.00%	49,914,114	21.40%	400	21.97%
85.01% to 90.00%	75,862,728	32.53%	532	29.21%
90.01% to 95.00%	67,716,841	29.03%	486	26.69%
>= 95.01%	57,173	0.02%	1	0.05%
Total:	233,227,752	100.00%	1,821	100.00%

The minimum, maximum and weighted average original Loan to Value Ratio as at the Portfolio Reference Date of all the Mortgage Loans is 13.89 per cent., 98.14 per cent. and 85.40 per cent. respectively.

Current LTV	Capital Balance	Capital Balance (%)	Number of Accounts	Number of Accounts (%)
<= 50.00%	9,728,252	4.17%	162	8.90%
50.01% to 55.00%	4,019,795	1.72%	48	2.64%
55.01% to 60.00%	5,068,177	2.17%	53	2.91%
60.01% to 65.00%	8,943,720	3.83%	93	5.11%
65.01% to 70.00%	10,491,288	4.50%	99	5.44%
70.01% to 75.00%	13,098,738	5.62%	122	6.70%
75.01% to 80.00%	18,984,405	8.14%	153	8.40%
80.01% to 85.00%	31,458,590	13.49%	225	12.36%
85.01% to 90.00%	67,384,692	28.89%	454	24.93%
90.01% to 95.00%	57,261,689	24.55%	370	20.32%
>= 95.01%	6,788,407	2.91%	42	2.31%
Total:	233,227,752	100.00%	1,821	100.00%

The minimum, maximum and weighted average current Loan to Value Ratio as at the Portfolio Reference Date of all the Mortgage Loans is 1.06 per cent., 121.68 per cent. and 81.89 per cent. respectively.

The following table shows the range of current indexed loan-to-value ratios, or LTV ratios, which express the capital balance of a mortgage loan, as of the Portfolio Reference Date, divided by the indexed value of the mortgaged property securing that mortgage loan, as of the same date (calculated using the Nationwide Regional Quarterly Indices (Post '73) as available at www.nationwide.co.uk/about/house-price-index).

Indexed Current LTV	Capital Balance	Capital Balance (%)	Number of Accounts	Number of Accounts (%)
<= 50.00%	61,997,615	26.58%	524	28.78%
50.01% to 55.00%	22,342,741	9.58%	151	8.29%
55.01% to 60.00%	19,998,888	8.57%	128	7.03%
60.01% to 65.00%	19,309,088	8.28%	141	7.74%
65.01% to 70.00%	18,346,624	7.87%	145	7.96%
70.01% to 75.00%	16,194,761	6.94%	132	7.25%
75.01% to 80.00%	21,924,202	9.40%	174	9.56%
80.01% to 85.00%	15,939,954	6.83%	127	6.97%
85.01% to 90.00%	16,967,993	7.28%	137	7.52%
90.01% to 95.00%	9,635,591	4.13%	75	4.12%
95.01% >=	10,570,295	4.53%	87	4.78%
Total:	233,227,752	100.00%	1,821	100.00%

The minimum, maximum and weighted average current indexed Loan to Value Ratio as at the Portfolio Reference Date of all the Mortgage Loans is 0.89 per cent., 113.65 per cent. and 64.06 per cent. respectively.

All information contained in this Prospectus in respect of the Nationwide Regional Quarterly Indices (Post '73) has been reproduced from information published by Nationwide Building Society. The Issuer confirms that all information in this Prospectus in respect of the Nationwide Regional Quarterly Indices (Post '73) has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by Nationwide Building Society, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Note, however, that the Issuer has not participated in the preparation of that information nor made any enquiry with respect to that information. Neither the Issuer nor Nationwide Building Society makes any

representation as to the accuracy of the information or has any liability whatsoever to you in connection with that information. Anyone relying on the information does so at their own risk.

Origination Year	Capital Balance	Capital Balance (%)	Number of Accounts	Number of Accounts (%)
1998	47,598	0.02%	2	0.11%
2001	37,495	0.02%	1	0.05%
2002	32,884	0.01%	1	0.05%
2003	156,637	0.07%	2	0.11%
2004	11,495,327	4.93%	113	6.21%
2005	17,104,869	7.33%	155	8.51%
2006	90,320,825	38.73%	707	38.82%
2007	111,930,474	47.99%	821	45.09%
2008	1,860,385	0.80%	17	0.93%
2009	131,160	0.06%	1	0.05%
2014	110,098	0.05%	1	0.05%
Total:	233,227,752	100.00%	1,821	100.00%

Original Term (years)	Capital Balance	Capital Balance (%)	Number of Accounts	Number of Accounts (%)
<= 15	21,829,484	9.36%	176	9.67%
16 to 17	4,428,729	1.90%	34	1.87%
18 to 19	6,089,331	2.61%	51	2.80%
20 to 21	39,053,561	16.74%	286	15.71%
22 to 23	10,195,203	4.37%	87	4.78%
24 to 25	131,560,751	56.41%	1,000	54.91%
26 to 27	860,972	0.37%	9	0.49%
28 to 29	1,161,479	0.50%	9	0.49%
>= 30	18,048,242	7.74%	169	9.28%
Total:	233,227,752	100.00%	1,821	100.00%

The minimum, maximum and weighted average original terms as at the Portfolio Reference Date of all the Mortgage Loans is 7 years, 30 years and 23 years respectively.

Remaining Term (years)	Capital Balance	Capital Balance (%)	Number of Accounts	Number of Accounts (%)
<= 5	16,426,200	7.04%	139	7.63%
6 to 8	13,308,751	5.71%	108	5.93%
9 to 11	37,671,829	16.15%	277	15.21%
12 to 14	27,851,883	11.94%	247	13.56%
15 to 17	116,235,021	49.84%	852	46.79%
18 to 20	6,172,766	2.65%	58	3.19%
21 to 23	15,180,043	6.51%	137	7.52%
24 to 26	209,589	0.09%	2	0.11%
27 >=	171,671	0.07%	1	0.05%
Total:	233,227,752	100.00%	1,821	100.00%

The minimum, maximum and weighted average remaining term as at the Portfolio Reference Date of all the Mortgage Loans is -1 (negative one) year, 27 years and 13 years respectively.

Repayment Type	Capital Balance	Capital Balance	Number of	Number of
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		(%)	Accounts	Accounts (%)
Interest Only	194,893,101	83.56%	1,365	74.96%
Annuity	33,359,552	14.30%	421	23.12%
Part and Part.....	4,975,100	2.13%	35	1.92%
Total:	233,227,752	100.00%	1,821	100.00%

Interest Rate Index	Capital Balance	Capital Balance (%)	Number of Accounts	Number of Accounts (%)
3 Month Libor	132,240,115	56.70%	1,013	55.63%
BBR	63,280,907	27.13%	485	26.63%
SVR.....	37,706,731	16.17%	323	17.74%
Total:	233,227,752	100.00%	1,821	100.00%

Current Interest	Capital Balance	Capital Balance (%)	Number of Accounts	Number of Accounts (%)
<= 2.50%	56,171,558	24.08%	444	24.38%
2.51% to 2.75%	14,968,393	6.42%	96	5.27%
2.76% to 3.00%	3,647,858	1.56%	29	1.59%
3.01% to 3.25%	11,413,778	4.89%	78	4.28%
3.26% to 3.50%	29,205,369	12.52%	223	12.25%
3.51% to 3.75%	46,489,037	19.93%	350	19.22%
3.76% to 4.00%	13,360,736	5.73%	117	6.43%
4.01% to 4.25%	5,402,713	2.32%	43	2.36%
4.26% to 4.50%	5,424,407	2.33%	42	2.31%
4.51% to 4.75%	4,480,979	1.92%	39	2.14%
4.76% to 5.00%	1,251,191	0.54%	9	0.49%
>= 5.01%	41,411,734	17.76%	351	19.28%
Total:	233,227,752	100.00%	1,821	100.00%

The minimum, maximum and weighted average Current Interest as at the Portfolio Reference Date of all the Mortgage Loans is 0.99 per cent., 6.50 per cent. and 3.56 per cent. respectively.

Loan Purpose	Capital Balance	Capital Balance (%)	Number of Accounts	Number of Accounts (%)
Purchase	141,996,810	60.88%	1,056	57.99%
Re-Mortgage	91,230,943	39.12%	765	42.01%
Total:	233,227,752	100.00%	1,821	100.00%

Buy-To-Let	Capital Balance	Capital Balance (%)	Number of Accounts	Number of Accounts (%)
No	193,812,659	83.10%	1,465	80.45%
Yes	39,415,094	16.90%	356	19.55%
Total:	233,227,752	100.00%	1,821	100.00%

Arrears Multiple	Capital Balance	Capital Balance (%)	Number of Accounts	Number of Accounts (%)
0.00 to 0.99	193,322,799	82.89%	1,536	84.35%
1.00 to 1.99	12,340,721	5.29%	88	4.83%
2.00 to 2.99	8,217,006	3.52%	64	3.51%
3.00 >=	19,347,226	8.30%	133	7.30%
Total:	233,227,752	100.00%	1,821	100.00%

Right to Buy	Capital Balance	Capital Balance (%)	Number of Accounts	Number of Accounts (%)
No	226,924,322	97.30%	1,753	96.27%
Yes	6,303,430	2.70%	68	3.73%
Total:	233,227,752	100.00%	1,821	100.00%

First Time Buyer	Capital Balance	Capital Balance (%)	Number of Accounts	Number of Accounts (%)
No	167,166,340	71.68%	1,313	72.10%
Yes	66,061,412	28.32%	508	27.90%
Total:	233,227,752	100.00%	1,821	100.00%

Non Self-Certified Product & Income Verification	Capital Balance	Capital Balance (%)	Number of Accounts	Number of Accounts (%)
Self-Certified Product with no income verification	116,284,261	49.86%	860	47.23%
Non Self-Certified Product with no income verification	85,558,352	36.68%	707	38.82%
Non Self-Certified Product with income verification	31,385,140	13.46%	254	13.95%
Total:	233,227,752	100.00%	1,821	100.00%

Valuation Type	Capital Balance	Capital Balance (%)	Number of Accounts	Number of Accounts (%)
Chartered Surveyor	223,609,573	95.88%	1,748	95.99%
Automated Valuation Method	9,618,179	4.12%	73	4.01%
Total:	233,227,752	100.00%	1,821	100.00%

Region	Capital Balance	Capital Balance (%)	Number of Accounts	Number of Accounts (%)
Greater London	69,536,991	29.82%	433	23.78%
North West	24,376,025	10.45%	231	12.69%
Outer Metropolitan	24,325,540	10.43%	150	8.24%
Outer South East	20,341,650	8.72%	155	8.51%
West Midlands	18,245,542	7.82%	165	9.06%
East Midlands	15,668,324	6.72%	125	6.86%
South West	13,765,612	5.90%	104	5.71%

Region	Capital Balance	Capital Balance (%)	Number of Accounts	Number of Accounts (%)
Yorkshire & Humberside	12,781,598	5.48%	131	7.19%
Scotland	11,658,586	5.00%	105	5.77%
Wales	11,317,288	4.85%	111	6.10%
North	6,164,836	2.64%	70	3.84%
East Anglia	5,045,761	2.16%	41	2.25%
Total:	233,227,752	100.00%	1,821	100.00%

CCJ (at origination or later if known)	Capital Balance	Capital Balance (%)	Number of Accounts	Number of Accounts (%)
0	199,405,319	85.50%	1,553	85.28%
1	21,243,973	9.11%	171	9.39%
2	6,956,431	2.98%	52	2.86%
3 >=	5,622,029	2.41%	45	2.47%
Total:	233,227,752	100.00%	1,821	100.00%

Seasoning (years)	Capital Balance	Capital Balance (%)	Number of Accounts	Number of Accounts (%)
<= 9	7,507,175	3.22%	58	3.19%
9 to 10	121,942,323	52.28%	897	49.26%
10 to 11	77,824,212	33.37%	619	33.99%
11 to 12	21,840,862	9.36%	199	10.93%
>12	4,113,180	1.76%	48	2.64%
Total:	233,227,752	100.00%	1,821	100.00%

The minimum, maximum and weighted average seasoning as at the Portfolio Reference Date of all the Mortgage Loans is 3, 19 and 10 years respectively.

Employment Type	Capital Balance	Capital Balance (%)	Number of Accounts	Number of Accounts (%)
Employed	122,442,356	52.50%	1,057	58.05%
Self Employed	108,470,088	46.51%	744	40.86%
Retired	1,000,563	0.43%	10	0.55%
Not Employed	654,199	0.28%	4	0.22%
Other	540,579	0.23%	5	0.27%
Houseperson	119,966	0.05%	1	0.05%
Total:	233,227,752	100.00%	1,821	100.00%

Property Type	Capital Balance	Capital Balance (%)	Number of Accounts	Number of Accounts (%)
Terraced	68,097,970	29.20%	597	32.78%
Flat	59,201,456	25.38%	485	26.63%
Semi Detached	55,348,999	23.73%	421	23.12%
Detached	34,919,494	14.97%	188	10.32%
House	9,981,761	4.28%	84	4.61%
Flats	4,515,484	1.94%	32	1.76%

Other	860,286	0.37%	10	0.55%
Bungalow	302,301	0.13%	4	0.22%
Total:	233,227,752	100.00%	1,821	100.00%

<u>Prior Bankruptcy</u>	<u>Capital Balance</u>	<u>Capital Balance (%)</u>	<u>Number of Accounts</u>	<u>Number of Accounts (%)</u>
No	231,601,699	99.30%	1,809	99.34%
Yes	1,626,054	0.70%	12	0.66%
Total:	233,227,752	100.00%	1,821	100.00%

ASSIGNMENT OF THE MORTGAGE LOANS AND RELATED SECURITY

The Legal Title Holder is currently the legal title holder in respect of each Mortgage Loan and its Related Security. The Seller shall acquire the beneficial and legal title to each Mortgage Loan and its Related Security on or before the Closing Date by entering into certain asset sale agreements with certain special purpose vehicles as sellers of mortgage portfolios (together, the "**Portfolio Sellers**").

The mortgage portfolios purchased by the Seller from the Portfolio Sellers will, together, constitute the Mortgage Portfolio, beneficial title to which shall be vested in the Seller on or before the Closing Date.

On the Closing Date the Seller will hold the legal and the beneficial title to each Mortgage Loan and its Related Security.

On the Closing Date the Issuer will purchase the Mortgage Loans and the Related Security in the Mortgage Portfolio from the Seller pursuant to the Mortgage Sale Agreement. The purchase of the Mortgage Portfolio from the Seller will be financed by the issue proceeds of the Notes and will therefore, indirectly, constitute a refinancing of the existing transactions of the Portfolio Sellers who have held the relevant mortgage portfolios until selling them to the Issuer.

Pursuant to the sale and assignment under the Mortgage Sale Agreement to be entered into between the Seller, the Legal Title Holder, the Security Trustee, the Issuer and the Servicer on the Closing Date, the Seller and the Legal Title Holder will agree to sell and assign the Mortgage Portfolio, comprising the Mortgage Loans together with all Related Security, to the Issuer. The Issuer will have the right to all monies derived from each Mortgage Loan and its Related Security including interest from (and including) the Cut-Off Date. In addition to providing for the sale and assignment of the Mortgage Portfolio, the Mortgage Sale Agreement also sets out or provides for the following:

- (a) the representations and warranties to be given by the Seller, including in relation to the Mortgage Loans and the Related Security and the repurchase of Mortgage Loans and Related Security in case of a breach of a warranty relating thereto which has not been remedied within applicable grace periods subject to a limitation on the time periods for making claims;
- (b) the undertaking of the Seller (in its capacity as originator for the purposes of CRR, the AIFM Regulation and the Solvency II Regulation) to retain, on an ongoing basis, a material net economic interest of not less than 5 per cent. in the securitisation in accordance with Article 405 of CRR, Article 51 of the AIFM Regulation and Article 254 of Solvency II Regulation, which retention will be achieved by the Seller holding a sufficient amount of the Class Z Notes so that the aggregate Principal Amount Outstanding of the Class Z Notes so held as at the Closing Date is equal to at least 5 per cent. of the nominal value of the securitised exposures;
- (c) the repurchase by the Seller of Mortgage Loans together with their Related Security upon the occurrence of certain events (including where the Legal Title Holder has determined that it shall accept a request from a Borrower for, or the Servicer or Legal Title Holder has determined that it will issue an offer of, a Further Advance, Port or Product Switch in respect of the related Mortgage Loan);
- (d) an undertaking by the Legal Title Holder that it will not accept a request from a Borrower for, or issue an offer of, a Further Advance, a Port or a Product Switch prior to the repurchase of a Mortgage Loan by the relevant Seller; and
- (e) the circumstances for the transfer of legal title to the Mortgage Loans and their Related Security to the Issuer.

The Servicer is required under the terms of the Servicing Agreement to ensure the safe custody of the title deeds.

Consideration

On the Closing Date, the Seller will contract to sell and assign to the Issuer with full title guarantee, or in the case of Scottish Mortgage Loans comprised in the Mortgage Portfolio, with absolute warrandice, the Mortgage Portfolio and Related Security. In respect of Mortgage Loans which have the benefit of a first ranking legal mortgage over a freehold or long leasehold residential property located in England and

Wales ("**English Mortgage Loans**"), the assignment will be an assignment which takes effect in equity only. In respect of Mortgage Loans which have the benefit of security over real estate located in Scotland ("**Scottish Mortgage Loans**") and their associated Mortgages (the "**Scottish Mortgages**" and together with the other security for the Scottish Mortgage Loans, the "**Scottish Related Security**"), the Mortgage Sale Agreement provides for the transfer and assignment of the beneficial interest in such Mortgage Loans and their Related Security to be effected by a declaration of trust (the "**Scottish Declaration of Trust**") by the Seller in favour of the Issuer (and in relation to Scottish Mortgage Loans, references in this Prospectus to the "equitable assignment" of Mortgage Loans are to be read as references to the transfer of the beneficial interest therein by the making of such declaration of trust and the terms "assign" and "assigned" shall in that context be construed accordingly) and references in this Prospectus to "**beneficial title**" are to be read as references to the beneficial interest of a beneficiary under a declaration of trust). In each case, the transfer of legal title to the Mortgage Loans and their Related Security may not occur or, if it does occur, will not occur until a later date, as described further in the section entitled "*Transfer of legal title to the Issuer*" below.

The consideration payable by the Issuer to the Seller for the Mortgage Loans and their Related Security in the Mortgage Portfolio on the Closing Date will consist of an amount equal to £224,833,594.07 (the "**Initial Purchase Price**"), and the issue and delivery of the Residual Certificates to, or at the direction of, the Seller.

Mortgage Loan Warranties and Breach of Mortgage Loan Warranties

The Mortgage Sale Agreement contains the Mortgage Loan Warranties given by the Seller and the Legal Title Holder in relation to the Mortgage Loans which are beneficially and legally owned by it. No searches, enquiries or independent investigations have been or will be made by the Issuer, who is relying upon the Mortgage Loan Warranties.

The remedies for a breach of a Mortgage Loan Warranty under the Mortgage Sale Agreement are described in the section titled "*Summary of Key Transaction Documents – Mortgage Sale Agreement – Representations and Warranties*" below.

The following are certain of the Mortgage Loan Warranties (or extracts or summaries of certain warranties) given by Paratus in relation to the Mortgage Loans and the Related Security assigned by it to the Issuer under the Mortgage Sale Agreement on the Closing Date:

1. *Mortgage Loans*
 - 1.1 As at the Cut-Off Date, in relation to each Mortgage Loan, the information in relation to the Portfolio provided in the data tape delivered pursuant to the terms of the Mortgage Sale Agreement is true, accurate and complete in all material respects.
 - 1.2 Prior to making a Mortgage Loan (and in the case of the Victoria Mortgage Loans only, as far as Paratus is aware) steps were taken to verify that the requirements of the relevant Lending Criteria were met in all cases, subject only to exceptions made on a case-by-case basis as would have been acceptable to a Prudent Mortgage Lender.
 - 1.3 Interest on each Mortgage Loan is charged in accordance with the provisions of the Mortgage Loan and its Related Security and (if applicable) the relevant Mortgage Conditions and is payable monthly.
 - 1.4 The amount of each Mortgage Loan has been fully advanced to the Borrower and the Mortgage Conditions contain no obligation on the part of the Legal Title Holder to make any Further Advance, Product Switch or Port or to permit the Borrower to redraw any amounts previously overpaid.
 - 1.5 The Lending Criteria, at the time each Mortgage Loan was originated, were materially consistent with the criteria that would have been used at the relevant time of origination by other originators of materially similar products in the ordinary course of business.
 - 1.6 No Mortgage Loan has a final maturity beyond the date falling three years prior to the Final Maturity Date.

- 1.7 Each Mortgage Loan was originated in, is denominated in, and all amounts in respect of such Mortgage Loan are payable in, sterling and may not be changed by the relevant Borrower to any other currency.
- 1.8 The Mortgage Loans (i) constitute financial assets for purposes of UK generally accepted accounting practice and (ii) are not shares.
- 1.9 No Mortgage Loan is subject to a guarantee.
- 1.10 Since the date of its origination (except where remediated, provided that following such remediation the enforceability of, or collection of amounts due under, the relevant Mortgage Loan is not materially adversely affected) each GMAC-RFC Mortgage Loan has been administered in all material respects to the standard of a Prudent Mortgage Lender.
- 1.11 Other than in relation to the GMAC-RFC Mortgage Loans (except where remediated, provided that following such remediation the enforceability of, or collection of amounts due under, the relevant Mortgage Loan is not materially adversely affected) each Mortgage Loan, for so long as Paratus has been acting as administrator or servicer for the Mortgage Loans, has been administered in all material respects to the standard of a Prudent Mortgage Lender.
- 1.12 Other than in relation to the Victoria Mortgage Loans, no lien or right of set-off or counterclaim has been created or arisen between the Borrower and Paratus which would entitle such Borrower to reduce the amount of any payment otherwise due under the relevant Mortgage Loan.
- 1.13 With respect to the Victoria Mortgage Loans, as far as Paratus is aware, having made due and careful enquiry, no lien or right of set off or counterclaim has been created or arisen between the Borrower and Paratus which would entitle such Borrower to reduce the amount of any payment otherwise due under the relevant Mortgage Loans.
- 1.14 Paratus has not varied the conditions of any Mortgage Loan save for where Paratus has acted as a Prudent Mortgage Lender or in the ordinary course of business or as required pursuant to any Requirement of Law, Regulatory Direction or relevant regulatory guidance.

2. *Mortgages*

- 2.1 As at the date of this Agreement, and subject to any statutory charges arising in respect of Right to Buy Mortgage Loans, each Mortgage Loan is secured by way of a first ranking legal mortgage (or, if in Scotland, first ranking standard security). Paratus has not consented to any disposition, charge or security to be registered with the same or higher ranking priority as Paratus. Each Mortgage Loan relating to a Property in respect of which a second or subsequent mortgage or second or subsequent standard security subsists has priority for the full amount of the relevant Mortgage Loan and all related costs, charges, fees and expenses relating thereto.

3. *Properties*

- 3.1 Each Property is a residential property situated in England, Wales or Scotland.
- 3.2 Each Property constitutes a separate dwelling unit and is freehold, leasehold or commonhold and, if leasehold, the relevant leasehold interest has an unexpired term of not less than 30 years after the maturity of the relevant Mortgage Loan.
- 3.3 In relation to any leasehold Property in relation to a Mortgage Loan, in any case where the Servicer has received written notice from the relevant landlord that it is or may be taking steps to forfeit or (in respect of leasehold property in Scotland) irritate the lease of that Property, the Servicer has taken such steps (if any) and in such time as would be taken by a Prudent Mortgage Lender to protect its security and Mortgage Loan.
- 3.4 In relation to Buy To Let Mortgage Loans, the relevant Lending Criteria required that (i) the relevant tenancy, at the point of origination and, after that date, in respect of each Property (in England and Wales) was an assured shorthold tenancy or (in Scotland) a short assured tenancy and (ii) each tenancy agreement, as at the time of origination of the relevant Mortgage Loan, was

on terms which would be acceptable to a Prudent Mortgage Lender and the Seller is not aware of any material breach of any such agreement.

4. *Title*

- 4.1 Immediately prior to transfer of the Mortgage Loans under the Mortgage Sale Agreement, Paratus had good and marketable beneficial title free from any encumbrances or security interests other than any encumbrance or security interest which is to be released on completion of the Transaction, and is the absolute beneficial title owner of each Mortgage Loan and Related Security.
- 4.2 Paratus holds good and marketable legal title free from any encumbrances or security interests, other than any security interest which is to be then released in contemplation of completion of the Transaction, and is the absolute legal title owner of each Mortgage Loan and Related Security.
- 4.3 All things necessary to perfect the vesting of the legal title to each Mortgage Loan and the related Mortgage in Paratus have been duly done.
- 4.4 All Mortgage Loans and Related Security are freely assignable and no formal approvals, consents or other steps are necessary to permit a legal or an equitable or beneficial transfer of the Mortgage Loans and Related Security. No notification to any Borrower is required to effect any equitable or beneficial transfer of the Mortgage Loans and Related Security and the Mortgage Loans and Related Security are not subject to any contractual confidentiality restrictions which may restrict the ability of Paratus or the Issuer (as applicable) to acquire or dispose of the same or exercise its rights or discharge its obligations under the Transaction Documents.
- 4.5 Except in the case of a Mortgage Loan which is the subject of a Title Insurance Policy (and in the case of the Victoria Mortgage Loans only, so far as Paratus is aware) at the date of origination, in relation to each such Mortgage Loan a Certificate of Title was received addressed to the relevant Originator or its solicitors and such Certificate of Title did not disclose any matter which would (if applicable, after further investigation) have caused a Prudent Mortgage Lender to decline to proceed with that Mortgage on the proposed terms and there has been no disclosure by any Borrower to Paratus which amends or varies in any way the statements made in the relevant Certificate of Title.
- 4.6 Other than in the case of one Mortgage Loan (where the relevant mortgage deed has been filed with the Land Registry but has not been kept on the relevant loan file) and except for any Title Deeds existing in dematerialised form or held or being dealt with by solicitors in accordance with Paratus' instructions, the customer file, the deed constituting the relevant Mortgage and any documents of title to the relevant Property are held by or to the order of the Servicer.
- 4.7 In the case of a leasehold Property (and in the case of the Victoria Mortgage Loans only, as far as Paratus is aware):
- (a) the relevant solicitors who acted for the relevant Originator were instructed to check that any requisite consent of the landlord to, or notice to the landlord of, the creation of the Related Security has been obtained or given; and
 - (b) a copy of the consent or notice has been or will be placed with the Title Information Documents.
- 4.8 Other than in respect of any actions or steps contemplated by paragraph 3.3 above, Paratus is not involved in, and has not received written notice of, any actual, threatened or pending litigation, claim, forfeiture, legal action, proceeding, suit, prosecution, investigation, enquiry, mediation or arbitration (together, "**Proceedings**") calling into question in any material way the legal and/or beneficial title and interest to any Mortgage Loan in circumstances where any such Proceedings would materially prejudice the enforceability of, or collection of amounts due and payable under, a Mortgage Loan.

5. *Valuers & Solicitors' reports*

- 5.1 In relation to the GMAC-RFC Mortgage Loans, prior to making a Mortgage Loan to a Borrower the relevant Originator instructed its approved solicitors or approved conveyancers to carry out in relation to the relevant Property all investigations, searches and other actions and enquiries which a Prudent Mortgage Lender or its solicitors normally make when lending to an individual on the security of residential property in England and Wales in the case of English Mortgage Loans and in Scotland in relation to Scottish Mortgage Loans.
- 5.2 In relation to the Mortgage Loans other than the GMAC-RFC Mortgage Loans, as far as Paratus is aware, having made due and careful enquiry, prior to making a Mortgage Loan to a Borrower the relevant Originator instructed its approved solicitors or approved conveyancers to carry out in relation to the relevant Property all investigations, searches and other actions and enquiries which a Prudent Mortgage Lender or its solicitors normally make when lending to an individual on the security of residential property in England and Wales in the case of English Mortgage Loans and in Scotland in relation to Scottish Mortgage Loans.
- 5.3 Other than in respect of ten Mortgage Loans where the relevant valuation report is dated between six months and ten months prior to completion of such Mortgage Loan, not more than six months prior to the completion of each Mortgage Loan, a valuation of the relevant Property was undertaken by either (i) a valuer approved by the relevant Originator; or (ii) applying an automated valuation model, in each case in accordance with the relevant Lending Criteria.
- 5.4 Other than in relation to the Compromise Arrangements, neither Paratus nor, as far as Paratus is aware, the relevant Originator nor any other person who has held title in any Mortgage Loan has waived or agreed to waive any of its rights against any valuer, solicitor or other professional who has provided information, carried out work or given advice in connection with any Mortgage Loan and the related Mortgage.

6. *Insurance*

- 6.1 The terms of each Mortgage Loan required the relevant Property to be insured under a borrower buildings policy taken out by a Borrower, the landlord of a Borrower, a superior landlord or a management company under the lease of such Property with the interest of such Borrower, landlord, superior landlord or management company and Paratus noted on it in an amount not less than the full reinstatement value.
- 6.2 In respect of Paratus' Financial Interest Policy, such policy covers each Mortgage Loan up to the outstanding balance of such loan, is in full force and effect, all premiums have been paid and, as far as Paratus is aware, there are no circumstances giving the insurer under such policy the right to avoid or terminate such policy in so far as it relates to the Mortgage Loans.
- 6.3 There is no claim outstanding under any Title Insurance Policy relating to a relevant Mortgage Loan. Each such policy is in full force and effect, all premiums have been paid and, as far as Paratus is aware, there are no circumstances giving the title insurer under any such Title Insurance Policy the right to avoid or terminate such policy in so far as it relates to the Properties.
- 6.4 Paratus has not entered into any payment protection, accident, sickness and unemployment insurance arrangement or similar to a Borrower in respect of any Mortgage Loan.

7. *Regulatory*

- 7.1 None of the terms in relation to any Mortgage Loan and none of the terms of the Related Security are unfair terms within the meaning of the UTCCR in any respect that would materially adversely affect the enforcement of Mortgage Loans and the Related Security.
- 7.2 Paratus has, since either origination or acquisition (as applicable) of each Mortgage Loan, kept or procured (in accordance with FCA Rules and any other regulatory requirements) the keeping of such accounts, books and records as are necessary to show all transactions, payments, proceedings and receipts relating to that Mortgage Loan and all such accounts, books and records are current and are in the possession of Paratus or held to the order of Paratus.

- 7.3 No agreement for a Mortgage Loan is or includes a regulated consumer credit agreement (as defined in Section 8 of the CCA) and no circumstances exist which are capable of making the relationship between the Seller and the customer unfair under section 140A of the CCA.
- 7.4 In relation to the GMAC-RFC Mortgage Loans which are regulated mortgage contracts within the meaning of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, from the date of origination and in relation to any such Mortgage Loan (except where remediated, provided that following such remediation the enforceability of, or collection of amounts due under, the relevant Mortgage Loan is not materially adversely affected) all requirements of MCOB Rules have been complied with in all material respects in connection with the origination, documentation and administration of such Mortgage Loan (as applicable).
- 7.5 In relation to the Mortgage Loans which are regulated mortgage contracts within the meaning of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 other than the GMAC-RFC Mortgage Loans, from the date of origination to the date on which Paratus assumed the administration or servicing function for such Mortgage Loans (except where remediated, provided that following such remediation the enforceability of, or collection of amounts due under, the relevant Mortgage Loan is not materially adversely affected) as far as Paratus is aware, all requirements of MCOB Rules had been complied with in all material respects in connection with the origination, documentation and administration of such Mortgage Loan (as applicable).
- 7.6 In relation to the Mortgage Loans which are regulated mortgage contracts within the meaning of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 other than the GMAC-RFC Mortgage Loans, from the date on which Paratus assumed the administration or servicing function for such Mortgage Loans (except where remediated, provided that following such remediation the enforceability of, or collection of amounts due under, the relevant Mortgage Loan is not materially adversely affected) all requirements of MCOB Rules have been complied with in all material respects in connection with the origination, documentation and administration of such Mortgage Loan (as applicable).
- 7.7 As far as Paratus is aware, having made due and careful enquiries, since the date of origination (in respect of the GMAC-RFC Mortgage Loans) or since the date on which Paratus assumed the administration or servicing function (in respect of Mortgage Loans other than the GMAC-RFC Mortgage Loans) there have been no complaints and/or investigations made, carried out or dealt with by the Office of Fair Trading or the FCA relating to any Mortgage Loans comprised in the Mortgage Portfolio which have not been remediated, provided that following such remediation the enforceability of, or collection of amounts due under, the relevant Mortgage Loan is not materially adversely affected.
- 7.8 As at the Cut-Off Date, other than in respect of one Mortgage Loan and as disclosed herein, Paratus has not been notified that any complaint to the Financial Ombudsman Service is outstanding in respect of any Mortgage Loan.
- 7.9 In relation to the GMAC-RFC Mortgage Loans and Mortgage Loans which are not GMAC-RFC Mortgage Loans (following the date on which Paratus assumed the administration or servicing function for such Mortgage Loans) the requirements of the Money Laundering Regulations 2007 and the Proceeds of Crime Act 2002 have been complied with insofar as they relate to the administration of the Mortgage Loans, other than in the case of any non-compliance of a procedural or technical nature and provided that the result of any such non-compliance has not materially adversely affected the enforceability of, or collection of amounts due under, the relevant Mortgage Loan.
- 7.10 In relation to the Mortgage Loans other than the GMAC-RFC Mortgage Loans (prior to the date on which Paratus assumed the administration or servicing function for such Mortgage Loans) as far as Paratus is aware (having made due and careful enquiry) the requirements of the Money Laundering Regulations 2007 and the Proceeds of Crime Act 2002 have been complied with insofar as they relate to the administration of the Mortgage Loans by Paratus, other than in the case of any non-compliance of a procedural or technical nature and provided that the result of any such non-compliance has not materially adversely affected the enforceability of, or collection of amounts due under, the relevant Mortgage Loan.

7.11 As far as Paratus is aware (having made due and careful enquiry) no Borrower in relation to the Mortgage Loans is a person with whom transactions are currently prohibited under any United States sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the United Nations Security Council, the European Union, Her Majesty's Treasury or other relevant sanctions authority (collectively, "**Sanctions**") and no Borrower is located in a country or territory which is the subject of any Sanctions.

8. *General*

8.1 All the Mortgage Loans in respect of Properties located in (i) England and Wales are governed by English law and (ii) Scotland are governed by Scots law.

8.2 Each Mortgage Loan and its related Mortgage has been made on materially the same terms as are set out in the Standard Documentation and conditions relating to the relevant Mortgage Loan or, where there were any changes to those terms, those changes would have been acceptable to a Prudent Mortgage Lender.

8.3 Each Borrower is a natural person and was aged 18 years or older at the date that he or she executed the relevant Mortgage.

8.4 No Borrower is an employee of Paratus.

8.5 The Borrower under each Mortgage Loan has made at least one monthly payment.

8.6 Subject to, in relation to a Right to Buy Mortgage Loan, any charge or security which may arise in favour of the relevant local authority or any relevant housing association or other competent public authority or registered social landlord, each Mortgage Loan and its related Mortgage constitutes the legal, valid and binding obligation of the relevant Borrower enforceable in accordance with its terms and securing all monies payable by that Borrower in respect of its Mortgage Loan subject to:

- (a) all applicable insolvency and bankruptcy laws and laws affecting the rights of creditors generally;
- (b) the availability of specific performance and equitable remedies generally, which are at the discretion of the court;
- (c) in relation to the Tower Loans only, the limitation of claims against the relevant Borrowers in respect of any shortfall arising after the enforcement of such Mortgage Loan and each related Mortgage;
- (d) the application of the Unfair Terms in Consumer Contracts Regulations 1994 and 1999 (the Unfair Terms Regulations); and
- (e) the Consumer Credit Act 1974 which may make some Mortgage Loans and Related Security or part of them unenforceable,

and each related Mortgage secures the repayment of all advances, interest, costs and expenses payable by the relevant Borrower (other than in relation to any prepayment charges).

8.7 Paratus has not, in writing, waived or acquiesced in any breach of any of its rights in respect of a Mortgage Loan comprised in the Mortgage Portfolio or its Related Security, other than when acting as a Prudent Mortgage Lender or pursuant to Compromise Arrangements (in which case, such waiver or acquiescence will have been noted in the file relating to the relevant Mortgage Loan).

8.8 As far as Paratus is aware, no Borrower is or has, since the date of origination of the relevant Mortgage Loan, been in breach of any obligation owed in relation to that Mortgage Loan and/or its related Mortgage (other than such breaches occurring as a result of Paratus having taken any action or inaction in all material respects to the standard of a Prudent Mortgage Lender) where such breach would result in a Prudent Mortgage Lender enforcing the Mortgage Loan.

- 8.9 So far as Paratus is aware, no fraud, misrepresentation or concealment has been perpetrated in respect of any Mortgage Loan or Related Security (with the exception that in respect of sub-paragraphs (a) and (b) below, the Servicer has entered into the Compromise Arrangements in respect of the Compromise Loans) by:
- (a) any person who prepared a valuation of a Property; or
 - (b) any solicitors who acted for the relevant Originator in relation to any Mortgage Loan; or
 - (c) any insurance broker or agent in relation to any insurance contract relating to a Mortgage Loan; or
 - (d) any Borrower of any Mortgage Loan; or
 - (e) any other party,
- which would result in any monies owed by any of the Borrowers not being or being unlikely to be repaid in full under the terms of any of the Mortgage Loans.
- 8.10 Paratus has not received written notice of: (i) a determination by a court of competent jurisdiction that any of the Standard Documentation is defective or unenforceable or gives rise to a claim under section 140A of the CCA or (ii) a Borrower currently actively pursuing a claim that any of the Standard Documentation is defective or unenforceable or gives rise to a claim under section 140A of the CCA (including claims relating to mis-sold payment protection insurance) except where such notice relates to a determination or a claim which was the subject of a subsequent remediation exercise, provided that following such remediation the enforceability of, or collection of amounts due under, the relevant Mortgage Loan is not materially adversely affected.
- 8.11 The sale of the Mortgage Loans and their Related Security under this Agreement will not be treated by Paratus as constituting the whole or part of the consideration for any supply or supplies made by Paratus for VAT purposes under this Agreement.
- 8.12 No Mortgage Loan or Related Security consists of stock or marketable securities (in either case for the purposes of Section 125 of the Finance Act 2003), chargeable securities (for the purposes of Section 99 of the Finance Act 1986) or a chargeable interest (for the purposes of Section 48 of the Finance Act 2003).

In this Prospectus:

"Capital Balance" means the Current Balance less (i) accrued interest; (ii) arrears of principal arising on or before the Cut-Off Date; and (iii) arrears of interest;

"Compromise Arrangements" means the compromise arrangements entered into by the Servicer in respect of the Compromise Loans with the valuers (and, in the case of the Tower Loans, the solicitors) involved in the origination of such Mortgage Loans which preclude further claims against such valuers (and, in the case of the Tower Loans, against such solicitors) and against the relevant Borrower in respect of any shortfall arising after the enforcement of a Tower Loan;

"Compromise Loans" means the Tower Loans and the Other Compromise Loans;

"Further Advance" means, in relation to a Mortgage Loan and its related Mortgage, any advance of further sums to the relevant Borrower on the security of the relevant Mortgage after the Cut-Off Date;

"Land Registry" or **"Land Registries"** mean the body responsible for recording details of land in England and Wales or, where appropriate, the Registers of Scotland;

"Lending Criteria" means the lending criteria applicable to each Mortgage Loan and its Related Security;

"Other Compromise Loans" means 31 Mortgage Loans with an aggregate outstanding balance as at the Portfolio Reference Date of not more than £5 million;

"Port" means an offer to secure a Mortgage Loan over a property other than the Property in respect of which the initial Mortgage Loan was granted;

"Product Switch" means any variation in the financial terms and conditions applicable to a Mortgage Loan other than any variation:

- (a) agreed with a Borrower to control or manage actual or anticipated arrears on the Mortgage Loan;
- (b) in the maturity date of the Mortgage Loan (unless the maturity date would be extended to a date later than three years before the Final Maturity Date of the Notes in which case such variation will constitute a Product Switch);
- (c) imposed by statute or applicable regulation;
- (d) in the frequency with which the interest payable in respect of the Mortgage Loan is charged;
- (e) by way of release of one or more joint Borrowers from any liability under a Mortgage Loan and its Related Security and/or a substitute Borrower or Borrowers taking the place and assume the obligations of the released Borrower or Borrowers (provided that at least one Borrower remains under such Mortgage Loan at all times);
- (f) the transfer of equity in a Property between joint Borrowers under a Mortgage Loan; or
- (g) agreed with a Borrower to change the Mortgage Loan from an Interest Only Mortgage Loan or a Part and Part Mortgage Loan to a Repayment Mortgage Loan;

"Registers of Scotland" means the Land Register of Scotland and/or the General Register of Sasines;

"Title Information Documents" means the title deeds and any related planning documents or other local authority documents relating to the Property; and

"Tower Loans" means 15 Mortgage Loans with an aggregate outstanding balance as at the Portfolio Reference Date of not more than £3 million.

Transfer of legal title to the Issuer

In relation to Mortgage Loans and their associated Mortgages and other Related Security over (i) registered land in England and Wales, or over (ii) any land in Scotland, the beneficial title in respect of which will be transferred to the Issuer on the Closing Date, until such time as transfers of such Mortgages have been completed and registered or recorded at the relevant Land Registries, the sale to the Issuer will take effect either, in the case of the English Mortgages, in equity only and will transfer beneficial title only or, in the case of the Scottish Mortgages, the Issuer will hold the beneficial interests therein under the Scottish Declaration of Trust. In the case of Mortgage Loans and their associated Mortgages and other Related Security over unregistered land in England and Wales, in order for legal title to pass to the Issuer, conveyances of the relevant mortgages would have to be completed in favour of the Issuer. As a result, the legal title to the Mortgage Loans and their Related Security will remain with the Legal Title Holder until such time as certain additional steps have been taken, including (i) in relation to English Mortgage Loans and their Related Security the giving of notices of the assignment to the Borrowers; or (ii) in relation to Scottish Mortgage Loans and their Related Security the execution and registration or recording (as applicable) of assignments by the Legal Title Holder in favour of the Issuer together with notification of the assignment to the Borrowers.

Under the Mortgage Sale Agreement, none of the Seller nor the Issuer will require the execution and completion of such transfers, assignments and conveyances in favour of the Issuer or the registration or recording of such transfers or service of notice on Borrowers in order to effect the transfer of legal title to the Mortgage Loans and their Related Security (including, where appropriate, their registration or recording), except in the limited circumstances described below.

Transfer upon Perfection Event

The Legal Title Holder shall be obliged to give notice of assignment of the Mortgage Loans to the Borrowers following the occurrence of a Perfection Event (as described below). The execution of transfers or assignments of legal title to the Mortgage Loans and their Related Security to the Issuer (or a nominee of the Issuer) (together with the relevant notices to the Borrowers) will be required to be completed by the Legal Title Holder within 25 Business Days of receipt of written notice from the Issuer or the Security Trustee upon the occurrence of any of the following (each a "**Perfection Event**"):

- (a) the delivery of an Enforcement Notice by the Note Trustee; or
- (b) the termination or resignation of the appointment of the Servicer as servicer of the Mortgage Portfolio under the Servicing Agreement and the failure of any Replacement Servicer to assume the duties of the Servicer in such capacity; or
- (c) the Legal Title Holder being required to perfect legal title to the Mortgage Loans:
 - (i) by an order of a court of competent jurisdiction;
 - (ii) by a regulatory authority which has jurisdiction over the Legal Title Holder; or
 - (iii) by any organisation of which the Legal Title Holder is a member or whose members comprise, but are not necessarily limited to, mortgage lenders and with the instructions of which it is customary for the Legal Title Holder to comply; or
- (d) it becoming necessary as a result of a change in law occurring after the Closing Date to perfect the transfer by way of assignment or, in the case of Scottish Mortgage Loans, assignment of the legal title to such Mortgage Loans; or
- (e) it becoming unlawful in any applicable jurisdiction for the Legal Title Holder to hold legal title in respect of any Mortgage Loan in the Mortgage Portfolio; or
- (f) the Security Trustee notifying the Issuer in writing that the security under the Deed of Charge or any material part of that security is, in the opinion of the Security Trustee, in jeopardy; or
- (g) the Legal Title Holder calling for perfection by delivering notice in writing to that effect to the Issuer (with a copy to the Security Trustee); or
- (h) the occurrence of an Insolvency Event relating to the Legal Title Holder.

The Issuer shall, following the occurrence of a Perfection Event, register or record any transfer or assignment of the legal title to a Mortgage at the relevant Land Registries as soon as possible following receipt (or execution by the Issuer) of such transfer or assignment and shall respond expeditiously to all requisitions raised by the relevant Land Registry.

SERVICING OF THE MORTGAGE PORTFOLIO

Mortgage Loan Servicing

The Servicer and the Services

The Servicer will be appointed by the Issuer and the Legal Title Holder under the terms of the Servicing Agreement as their agent to service the Mortgage Loans.

The duties of the Servicer include:

- (a) servicing, administering and managing the Mortgage Loans in accordance with the applicable provisions of the FSMA and all cash transactions in respect thereof;
- (b) collecting payments of interest and/or interest and principal as agreed between the Borrower and the Legal Title Holder in relation to the Mortgage Loans. Such payments are deposited into:
 - (i) in the case of payments by direct debit, the General Transaction Collection Accounts and (insofar as such payments form part of the Issuer's Share of the Transaction Collection Accounts Trust) held on trust by the Legal Title Holder pursuant to the Transaction Collection Accounts Declaration of Trust for the Issuer as beneficiary; and
 - (ii) in the case of other payments, the Global Collection Account and held on trust by the Legal Title Holder pursuant to the Deed of Accession to Global Collection Account Declaration of Trust, and are to be swept by the Servicer on a daily basis to a General Transaction Collection Account,

and the Servicer shall (to the extent that any such transfer is not automatically completed by the Paratus Account Bank):

- (A) transfer from the Funding Transaction Collection Account to the corresponding General Transaction Collection Account all amounts of cleared funds received by the Paratus Account Bank and credited to the Funding Transaction Collection Account on each Business Day, following close of business on each Business Day;
- (B) transfer from the General Transaction Collection Account to the corresponding Funding Transaction Collection Account an amount in cleared funds credited to the General Transaction Collection Account on each Business Day as is required to return any overdrawn balance of the Funding Transaction Collection Account to zero (or, if less, all amounts of cleared funds credited to the Funding Transaction Collection Account on such day), following close of business on such Business Day;
- (C) ensure that the General Transaction Collection Accounts shall not be overdrawn (provided that the General Transaction Collection Accounts shall be permitted to be overdrawn if the same is cured as soon as reasonably practicable);
- (D) ensure that all cleared funds standing to the credit of the Global Collection Account and related to the Mortgage Portfolio (save for certain amounts received in relation to the Mortgage Loans and their Related Security which are required to be refunded or otherwise disbursed), less any fees, costs, charges, liabilities and expenses due under the provisions of the Paratus Account Bank Agreement insofar as any such amounts are attributable to the Issuer's Share of the Global Collection Account Trust, are transferred to the relevant General Transaction Collection Account(s) by the close of business on the following Business Day, provided that any transfer that is delayed for administrative reasons will be made as soon as reasonably practicable (and the Servicer shall use reasonable endeavours to procure that any such delayed transfer is made within one Business Day);

- (E) ensure that certain payments of Third Party Amounts as are necessary from time to time in respect of the Mortgage Loans, are made out of the Funding Transaction Collection Accounts (save for (i) where such payments are made in respect of amounts received 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, in which case such payment may be made out of the General Transaction Accounts and (ii) where such Third Party Amounts have been or are to be paid out of the Global Collection Account); and
- (F) ensure that all cleared funds standing to the credit of each General Transaction Collection Account that exceed the General Transaction Collection Account Minimum Balance on a Business Day are transferred to the Issuer Account by the close of business on the following Business Day, **provided that** this obligation applies only where the amount of such transfer from the relevant General Transaction Collection Account would equal or exceed £5,000 and **provided further** that any transfer that is delayed for administrative reasons will be made as soon as reasonably practicable (and the Servicer shall use reasonable endeavours to procure that any such delayed transfer is made within one Business Day);
- (c) preparing reports regarding the status and performance of the Mortgage Loans in accordance with the Servicing Agreement;
- (d) performing the other management and administration functions and services imposed on the Servicer by the Servicing Agreement; and
- (e) performing any other functions imposed on the Servicer, in such capacity, by any other Transaction Documents to which it is a party or do or cause to be done any and all things which it reasonably considers necessary, convenient or incidental to the administration of the Mortgage Loans or the exercise of such rights, powers and discretion.

"General Transaction Collection Account Minimum Balance" means £10,000.

Information and Reporting by Servicer

Pursuant to the Servicing Agreement, the Servicer is responsible for keeping and maintaining records, on a Mortgage Loan by Mortgage Loan basis, for the purposes of identifying at any time any amount due by a Borrower, any amount received from or on behalf of a Borrower and the principal balance and (if different) the total balance for the time being and from time to time outstanding on a Borrower's account.

The Servicer shall prepare and deliver to, *inter alios*, the Cash Manager a monthly servicer report (other than in a calendar month where a quarterly servicer report is required to be delivered) by no later than the 12th Business Day of each calendar month (the "**Monthly Servicer Report Date**") and a quarterly servicer report by no later than the Business Day prior to each Calculation Date in each case detailing the principal and total balances of the Mortgage Loans and related reconciliations and other information which is required by the Cash Manager for such relevant period (the "**Servicer Reports**") for the purposes of it preparing the Investor Reports. Further, the Servicer shall prepare and deliver a report of loan level information in the Bank of England format prevalent on the Closing Date or as otherwise agreed by the Servicer on a quarterly basis (the "**Quarterly Data Tape**").

Fees and Expenses of the Servicer

The Servicer is entitled to charge a quarterly fee (payable on each Interest Payment Date) for its mortgage settlement and related administration services under the Servicing Agreement calculated on a monthly basis by reference to the aggregate Capital Balance of the Mortgage Loans as at the first day of the relevant Monthly Collection Period (as calculated in the relevant Servicer Report) at a rate of 0.15 per cent. per annum and payable in arrear on the Interest Payment Date immediately following the Collection Period in which such Monthly Collection Period fell. The fee is inclusive of any VAT and payable on each Interest Payment Date in accordance with the Pre-Enforcement Revenue Priority of Payments or the Post-Enforcement Priority of Payments (as applicable).

The reasonable costs and expenses for which the Servicer shall be entitled to reimbursement from the Issuer shall include, *inter alia*, the cost of complying with any regulatory obligations to which the Servicer becomes subject due to any change of law occurring after the Closing Date and which relate directly to the Servicer's obligations under the Servicing Agreement including, without limitation the payment of fees to EuroABS in connection with the disclosure obligations relating to the Investor Reports. Where such cost also relates to other activities of the Servicer, the cost shall only be borne by the Issuer proportionately to the manner in which the cost on the Servicer is calculated.

The Servicer shall be reimbursed for all reasonable and properly incurred costs and expenses incurred by it in connection with the administration of the Mortgage Loans including, but not limited to, insurance premia incurred in connection with certain contingency and other insurance policies.

Certain fees which may be payable by Borrowers in connection with their Mortgage Loans may be for the account of the Servicer where such fees relate to its own administrative function. Such fees (to the extent received) shall be payable to the Servicer on each Interest Payment Date in accordance with the Pre-Enforcement Revenue Priority of Payments or the Post-Enforcement Priority of Payments (as applicable).

Sub-Contracting by the Servicer

The Servicer is permitted in specified circumstances and subject to certain conditions with the prior written consent of the Issuer and the Security Trustee, to sub-contract or delegate its obligations under the Servicing Agreement. If the Servicer sub-contracts or delegates its obligations under the Servicing Agreement, it shall nevertheless remain primarily liable for the performance of such obligations.

Termination of appointment

The appointment of the Servicer may be terminated by either (i) the Issuer, (at any time prior to the delivery of an Enforcement Notice) with the prior written consent of the Security Trustee or (ii) the Security Trustee following the delivery of an Enforcement Notice, on the occurrence of a Servicer Termination Event. Additionally, the Servicer may resign upon 60 days' written notice to the Issuer (with a copy to the Security Trustee) **provided that** a Replacement Servicer has been appointed. If the appointment of the Servicer is terminated or the Servicer resigns under the Servicing Agreement, it would be necessary for the Issuer to appoint a replacement servicer with experience of servicing residential property mortgage loans in England, Wales and Scotland, **provided that** such appointment is on substantially the same terms as those set out in the Servicing Agreement and the then current ratings of the Notes would not be adversely affected thereby, unless otherwise agreed by an Extraordinary Resolution of each Class of Noteholders and the Certificateholders. The ability of a replacement servicer to fully perform the required services would depend on the information, software and records available at the time of the relevant appointment.

A replacement servicer will have a business establishment (for the purposes of Section 9 of VATA) in the United Kingdom which is either its sole business establishment (with no other fixed establishment anywhere else in the world) or is its business (or other fixed) establishment which is most directly concerned with the services it supplies under such replacement servicing agreement.

Under the Servicing Agreement, the Servicer will be responsible for handling the procedures connected with the redemption of Mortgage Loans and is authorised by the Security Trustee and the Issuer to release the relevant Mortgage Loan documents to the person or persons entitled thereto upon redemption.

The Servicer's appointment will be terminated upon the occurrence of the events set out below (each a "**Servicer Termination Event**"):

- (a) default by the Servicer in the payment on the due date of any payment due and payable by it under the Servicing Agreement and such default continues unremedied for a period of three Business Days after the earlier of the Servicer becoming aware of such default and receipt by the Servicer of written notice from the Issuer requiring the same to be remedied;
- (b) default is made by the Servicer in the performance or observance of any of its other covenants and obligations under the Servicing Agreement, which default in the reasonable opinion of the Issuer (prior to the delivery of an Enforcement Notice) or the opinion of the Security Trustee acting on the instructions of the Note Trustee (following the delivery of an Enforcement Notice), is materially prejudicial to the interests of the Noteholders and Certificateholders and which, in

the case of a default or breach that is capable of remedy, continues unremedied for a period of 15 Business Days after the earlier of the Servicer becoming aware of such default and of receipt by the Servicer of written notice from the Issuer or the Legal Title Holder Issuer (prior to the service of an Enforcement Notice) or the Security Trustee (following the delivery of an Enforcement Notice) requiring the same to be remedied;

- (c) an order is made or an effective resolution passed for the winding up of the Servicer (unless the order is made for the purpose of a reorganisation the terms of which have been approved by the Issuer or, following the service of an Enforcement Notice, the Security Trustee and where the Servicer demonstrates to the satisfaction of the Issuer that it is solvent);
- (d) the Servicer ceasing to be an authorised person under the FSMA or the revocation of an applicable licence, registration or regulatory permission held by it required to perform the Services;
- (e) the occurrence of an Insolvency Event in respect of the Servicer (other than any frivolous or vexatious corporate action or any other corporate action, legal proceedings or other procedure or step referred to in paragraph (e) of the definition of "Insolvency Event" which is disputed in good faith with a reasonable prospect of success by the Servicer and dismissed or otherwise discharged within 30 days of being commenced); or
- (f) the occurrence of a Perfection Event.

If the Servicer's appointment is terminated upon the occurrence of a Servicer Termination Event or the Servicer resigns, a Replacement Servicer shall be appointed as replacement Servicer and shall assume the role of the Servicer.

Forthwith upon the appointment of the Replacement Servicer, the outgoing Servicer shall:

- (a) deliver the title deeds, the mortgage loan files and all books of account and other records maintained by the Servicer relating to the Mortgage Loans and/or the Related Security to the Replacement Servicer; and
- (b) take such further action as the Issuer or, after the delivery of an Enforcement Notice, the Security Trustee shall reasonably direct to enable the services due to be performed by the Servicer under the Servicing Agreement to be performed by the Replacement Servicer as replacement Servicer.

Arrears Management Procedures

The Servicer has agreed certain procedures with the Issuer that the Servicer is required to adhere to for managing Mortgage Loans that are in arrears, including early contact with Borrowers in order to find a solution to any financial difficulties they may be experiencing, agreeing payment plans with the relevant Borrower and deciding to take or not to take enforcement action against the Borrower and/or in respect of the Property. These same procedures, as from time to time varied in accordance with the practice of a Prudent Mortgage Lender and the Servicing Standard, will continue to be applied in respect of arrears arising on the Mortgage Loans. In this context, the Arrears Management Procedures will be operated by the Servicer. In the Mortgage Sale Agreement, the Legal Title Holder has agreed to, at the expense of the Servicer, assist the Servicer in exercising all rights and remedies under and in connection with the Mortgage Loans, provided such assistance is in accordance with the legal and regulatory requirements applicable to the Legal Title Holder.

SUMMARY OF THE KEY TRANSACTION DOCUMENTS

Mortgage Sale Agreement

Mortgage Portfolio

Under a mortgage sale agreement entered into on or around the Closing Date between, among others, the Seller, the Legal Title Holder, the Issuer and the Security Trustee (the "**Mortgage Sale Agreement**"), the Seller shall on the Closing Date (in consideration for payment of the Initial Purchase Price and the issuance of the Residual Certificates to, or at the direction of, the Seller as further consideration for the sale of a Mortgage Portfolio):

- (a) sell, assign or otherwise transfer to the Issuer a Mortgage Portfolio of English Mortgage Loans and their Related Security; and
- (b) direct the Legal Title Holder to hold on trust under the Scottish Declaration of Trust for the benefit of the Issuer a Mortgage Portfolio of Scottish Mortgage Loans and their Related Security sold, assigned or transferred by the Seller to the Issuer.

The English Mortgage Loans and their Related Security comprising the Mortgage Portfolio will be assigned by way of equitable assignment to the Issuer, while the Scottish Mortgage Loans and their Related Security comprising the Mortgage Portfolio will be held on trust 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 Mortgage Loans and Related Security.

The consideration due to the Seller in respect of the sale of the Mortgage Loans and Related Security comprising the Mortgage Portfolio shall be:

- (a) the Initial Purchase Price in an amount equal to £224,833,594.07, such Initial Purchase Price being due and payable on the Closing Date; and
- (b) the right to receive Residual Payments on each Interest Payment Date after the Closing Date until the earlier of (i) the Final Maturity Date, and (ii) cancellation of the Residual Certificates, such right represented by the Residual Certificates to be delivered to, or at the direction of, the Seller on the Closing Date.

Any Residual Payment payable to the holders of the Residual Certificates will be paid in accordance with the priority of payments set out in the section headed "*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 on the Issuer*" below.

Title to the Mortgages, Registration and Notifications

The completion of the transfer, or, in the case of the Scottish Mortgage Loans and their Related Security, assignation, of the Mortgage Loans and their Related Security (and, where appropriate, their registration or recording) to the Issuer is deferred and legal title to the Mortgage Loans and their Related Security shall remain with the Legal Title Holder until the occurrence of a Perfection Event. Notice of the sale of the Mortgage Loans and their Related Security to the Issuer will not be given to any Borrower until the occurrence of a Perfection Event.

On the occurrence of a Perfection Event, (i) prior to the service of an Enforcement Notice, the Issuer; or (ii) following the service of an Enforcement Notice, the Security Trustee may by notice in writing (a "**Perfection Notice**") to the Legal Title Holder (with a copy to the Security Trustee or to the Issuer, as the case may be) require the Legal Title Holder to complete the assignment (or, in respect of Scottish Mortgage Loans, the assignation) to the Issuer of legal title to the Mortgage Loans and their Related Security comprised in the Mortgage Portfolio within twenty-five (25) Business Days of the delivery of the Perfection Notice.

The following events constitute events upon which (i) prior to the service of an Enforcement Notice, the Issuer; or (ii) following the service of an Enforcement Notice, the Security Trustee shall perfect legal title to the Mortgage Loans and their Related Security (each a "**Perfection Event**"):

- (a) the delivery of an Enforcement Notice by the Security Trustee; or
- (b) the termination or resignation of the appointment of the Servicer as servicer of the Mortgage Portfolios under the Servicing Agreement and the failure of any Substitute Servicer to assume the duties of the Servicer in such capacity; or
- (c) the Legal Title Holder being required to perfect legal title to the Mortgage Loans:
 - (i) by an order of a court of competent jurisdiction;
 - (ii) by a regulatory authority which has jurisdiction over the Legal Title Holder; or
 - (iii) by any organisation of which the Legal Title Holder is a member or whose members comprise, but are not necessarily limited to, mortgage lenders and with the instructions of which it is customary for the Legal Title Holder to comply; or
- (d) it becoming necessary as a result of a change in law occurring after the Closing Date to perfect the transfer by way of assignment or, in the case of the Scottish Mortgage Loans, assignation of the legal title to such Mortgage Loans; or
- (e) it becoming unlawful in any applicable jurisdiction for the Legal Title Holder to hold legal title in respect of any Mortgage Loan in the Mortgage Portfolio; or
- (f) the Security Trustee notifying the Issuer in writing that the security under the Deed of Charge or any material part of that security is, in the opinion of the Security Trustee, in jeopardy; or
- (g) the Legal Title Holder calling for perfection by delivering notice in writing to that effect to the Issuer (with a copy to the Security Trustee); or
- (h) the occurrence of an Insolvency Event relating to the Legal Title Holder.

In this Prospectus, 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 makes any composition or arrangement with its creditors); or
- (b) the commencement of negotiations with one or more creditors of such company with a view to rescheduling any indebtedness of such company other than in connection with any refinancing in the ordinary course of 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 or admits its inability to pay its debts as they fall due (after taking into account any grace period or permitted deferral) or suspends making payments of any of its debts; or
- (e) if proceedings are initiated against the relevant entity under any applicable liquidation, insolvency, composition, reorganisation or other similar laws or an application is made (or documents filed with a court) for the appointment of an administrative or other receiver, manager, administrator or other similar official, or an administrative or other receiver, manager, administrator or other similar official is appointed, in relation to the relevant entity or, as the case may be, in relation to the whole or any part of the undertaking or assets of any of relevant entity, and in any such case (other than the appointment of an administrator or an administrative

receiver appointed following presentation of a petition for an administration order), unless initiated by the relevant entity, is not discharged within 30 days; or

- (f) any analogous procedure or step is taken in any jurisdiction.

Following a Perfection Event, notice of the legal assignments and assignments will be given to the Borrowers and the Issuer will take steps to register and record such legal assignments and assignments at the relevant Land Registry.

Save for Title Deeds held at the relevant Land Registry (as the case may be), all the Title Deeds and the mortgage files and computer tapes relating to each of the Mortgage Loans and their Related Security are held by the Servicer (on behalf of the Legal Title Holder) or its solicitors or agents and the Title Deeds are held in dematerialised form or are returned to the Borrower's solicitors, and in relation to the Title Deeds held at the Registers of Scotland in respect of Properties title to which is recorded in the General Register of Sasines, such Title Deeds are held on the basis that they (other than the dematerialised copies of the Title Deeds) shall be returned to the Servicer or its solicitors or agents.

Neither the 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.

Representations and Warranties

On the Closing Date, the Mortgage Loan Warranties will be given by the Seller in respect of the Mortgage Loans and their Related Security sold by the Seller to the Issuer on that day (save for any Mortgage Loan Warranties expressed to be made by reference to a different day, such as the Cut-Off Date).

The Seller will agree in the Mortgage Sale Agreement to repurchase any Mortgage Loan (or in the case of the non-existence of a Mortgage Loan indemnify the Issuer in relation to a Mortgage Loan) together with its Related Security if (i) a Mortgage Loan or its Related Security does not comply on the Closing Date with the Mortgage Loan Warranties given by the Seller under the Mortgage Sale Agreement, and (ii) such breach is not remedied within the applicable grace period (which starts from the date when such breach was notified to the Issuer and Servicer in writing), the Issuer (before the service of an Enforcement Notice) or Security Trustee (following the service of an Enforcement Notice) or the Servicer on their behalf shall serve upon the Seller (with a copy to the Security Trustee) a mortgage loan repurchase notice. The delivery of such notice shall oblige the Seller to repurchase the relevant Mortgage Loan or Mortgage Loans from the Issuer (or indemnify the Issuer in the case of non-existence of a Mortgage Loan).

The Seller will have no liability for breach of any Mortgage Loan Warranty other than the obligation to repurchase or indemnify as set out above.

In the Servicing Agreement, the Servicer has agreed to notify the Issuer and the Security Trustee of any breach of a Mortgage Loan Warranty as soon as it becomes aware of such breach.

The Seller will additionally be required to repurchase Mortgage Loans and their Related Security where the Legal Title Holder (having notified the Seller of the same to the extent the Legal Title Holder and the Seller are not the same entity) has determined that it will accept a request from a Borrower for or that the Legal Title Holder (or the Servicer acting on its behalf) has determined that it will issue an offer of (i) a Further Advance, or (ii) a Port, or (iii) a Product Switch.

The Seller will also agree in the Mortgage Sale Agreement that, if a term relating to the recovery of interest (other than a term for which the Servicer has confirmed on or before the Closing Date that it no longer relies on such term) under the Standard Documentation applicable to any Mortgage Loan sold by it to the Issuer is at any time on or after the Closing Date found by a competent court or other competent authority or any ombudsman or regulator to be an unfair term (for the purposes of the UTCCR or the CRA), it shall repurchase or procure the repurchase of the Mortgage Loan concerned and its Related Security.

The price payable by the relevant Seller upon the repurchase of any Mortgage Loan and its Related Security (the "**Repurchase Price**") will be the Current Balance of such Mortgage Loan as at the close of

business on the date immediately preceding the date of repurchase plus an amount equal to the Issuer's reasonable costs or any other reasonable expenditure in relation to such repurchase (if any).

As used in this Prospectus:

"Accrued Interest" means, in relation to a Mortgage Loan, as at any given date, the aggregate amount of interest accrued or charged from and including the immediately preceding monthly payment date for such Mortgage Loan but not yet paid (or, if later, the date of completion of such Mortgage Loan) to, but excluding, that given date.

"Ancillary Rights" means, in relation to any right, all ancillary rights, accretions and supplements to such right, including any guarantees or indemnities in respect of such right.

"Arrears Balance" means, in relation to a Mortgage Loan, as at any given date, the aggregate amount of all the sums which are due and payable but have not been paid by the relevant Borrower in accordance with the terms of that Mortgage Loan as at that given date including any:

- (a) Arrears of Interest; and
- (b) arrears of any repayment of principal.

"Arrears of Interest" means, in relation to a Mortgage Loan, as at any given date, interest which has become and remains due and payable.

"Borrower" means, in relation to a Mortgage Loan, each person or persons who is or are named and defined as such in the relevant Mortgage Loan, Mortgage or Mortgage Conditions and to whom such Mortgage Loan is advanced together with any person or persons from time to time assuming the obligations of the Borrower to repay such Mortgage Loan or any part of it.

"Calculation Date" means the day falling four Business Days prior to each Interest Payment Date.

"Certificate of Insurance" means a certificate of insurance issued pursuant to a Title Insurance Policy.

"Certificate of Insurance Loan" means a Mortgage Loan which is the subject of a Certificate of Insurance.

"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 relevant Originator in respect of such Property substantially in the form of the *pro forma* set out in the applicable Standard Documentation and all documents and enclosures accompanying the certificate of title as required by the solicitor's instructions.

"Collection Period" means each quarterly period commencing from (but excluding) each Collection Period End Date and ending on (and including) the immediately succeeding Collection Period End Date, with the first Collection Period commencing on (and including) the Cut-off Date.

"Collection Period End Date" means the last calendar day of February, May, August and November, with the first Collection Period End Date ending on (and including) 31 May 2017.

"Completion Interest" means any interest which was added to the balance of a Mortgage Loan for the period between completion of that Mortgage Loan and the end of the relevant calendar month in which such completion took place.

"Current Balance" means, in relation to any Mortgage Loan as at any date, the aggregate of:

- (a) the initial amount advanced under such Mortgage Loan together with any other amounts subsequently advanced thereunder or otherwise capitalised thereon less any such amounts previously repaid;
- (b) Arrears of Interest; and
- (c) Accrued Interest,

provided that, should a Borrower have exercised a right of set-off or in the case of the non-existence of a Mortgage Loan, the Current Balance shall be deemed to be the balance that it would have been prior to the exercise of such right of set-off, or had such Mortgage Loan have existed, as the case may be.

"Cut-Off Date" means 28 February 2017.

"Deed of Consent" means a deed whereby the signatory agreed to postpone his interest (if any) in the relevant Property to that created by an English Mortgage by declaring that he will not assert any right to an overriding interest by occupation adverse to the mortgagee's rights under the relevant Mortgage.

"Early Repayment Charge" means amounts payable by a Borrower in respect of a Mortgage Loan as additional payments in respect of the early repayment of all or part of that Mortgage Loan (for the avoidance of doubt, excluding the principal amount repayable and any accrued interest payable in respect of such Mortgage Loan).

"Enforced Mortgage Loans" means Mortgage Loans in respect of which the Related Security has been enforced and the related Property has been sold.

"English Mortgage" means a Mortgage secured over a Property situated in England or Wales.

"English Mortgage Loan" means a Mortgage Loan secured by an English Mortgage.

"Flying Freehold Property" means a Property in England and Wales where the whole or part of the property is a flying freehold, but excluding any Permitted Flying Freehold.

"Freehold Flat" means a Property where the whole or part of the property is a freehold flat or a freehold maisonette.

"Insolvency Proceedings" means in respect of any person:

- (a) it is unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;
- (b) the value of its assets is less than its liabilities (taking into account contingent and prospective liabilities); or
- (c) a moratorium is declared in respect of any of its indebtedness.

"Insurance Policies" means with respect to the Mortgages, the Title Insurance Policy and any other insurance contracts in replacement, addition or substitution thereof from time to time which relate to the Mortgage Loans, and **"Insurance Policy"** means any one of them.

"Litigation" means any form of court proceedings in respect of a Mortgage Loan pursued by or on behalf of the Issuer or the Legal Title Holder.

"Loan" or **"Mortgage Loan"** means a residential mortgage loan (including the aggregate of the outstanding balance of any Mortgage Loan Advance, any Accrued Interest, Arrears Balance and any fees, costs and other amounts owing to the Legal Title Holder from the Borrower (including all capitalised sums) which is secured or intended to be secured by the related Mortgage comprised in the Mortgage Portfolio.

"Mortgage Loan Advance" means all of the monies advanced by the Legal Title Holder or a predecessor in title to a Borrower.

"Mortgage Loan Agreement" means, in relation to a Mortgage Loan, the loan agreement entered into between a Borrower and the relevant Originator.

"Mortgage Loan Files" means, in relation to a Mortgage Loan, the customer file (in paper and/or electronic form) maintained by the Issuer or by its agents on its behalf and, where appropriate, MHA/CP Documentation but excluding the Title Deeds.

"MHA/CP Documentation" means an affidavit, declaration, consent or renunciation granted in terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981 and/or (as applicable) the Civil Partnership Act 2004 in connection with a Scottish Mortgage or the Scottish Property to which it relates.

"Monthly Collection Period" means each monthly period commencing on and including the first calendar day of each month and ending on and including the last calendar day of each month, with the first Monthly Collection Period commencing on (and including) the Cut-off Date.

"Mortgage" means in the case of land situated in England and Wales, a charge by way of legal mortgage and, in the case of land situated in Scotland, a standard security over a Scottish Property, in each case securing a Mortgage Loan comprised in the Mortgage Portfolio and all principal sums, interest, costs and other amounts secured or intended to be secured by that legal mortgage, standard security or legal charge.

"Mortgage Conditions" means, in relation to each Mortgage Loan and the Mortgage relating thereto, the terms and conditions subject to which the Mortgage 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 Mortgage Loan.

"Mortgage Portfolio" means the Mortgage Loans and their Related Security sold by the Seller to the Issuer on the Closing Date and listed, for the purposes of identification, in the Mortgage Sale Agreement, but excluding any Mortgage Loan and its Related Security which is repurchased by the Seller pursuant to the Mortgage Sale Agreement and no longer beneficially owned by the Issuer.

"Permitted Flying Freehold" means a flying freehold associated with a Property in England and Wales where a valuer instructed by the Originator or Successor has confirmed that the part of the Property which is a flying freehold constitutes less than 20 per cent. of the surface area of the Property and where full and effective title insurance has been obtained in relation to the flying freehold.

"PPI Policy" means any life, accident, sickness and unemployment insurance policy in respect of any Mortgage Loan which provides cover in respect of a Borrower's contractual monthly payment in the event of that Borrower being sick or unemployed, suffering an accident or dying.

"Property" means, in relation to a Mortgage Loan and its related Mortgage, the freehold or leasehold property situated in England or Wales or the Scottish Property charged or intended to be charged as security for the repayment of such Mortgage Loan.

"Prudent Mortgage Lender" means a reasonably prudent residential mortgage lender lending to borrowers in England, Wales and Scotland who include buy-to-let borrowers, the self-employed, independent contractors, temporary employees, borrowers who self-certify their income and/or those who may have experienced previous credit problems including borrowers who generally may not satisfy the lending criteria of traditional residential mortgage lenders and to borrowers with similar credit histories as the Borrowers.

"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.

"Regulated Mortgage Contract" has the meaning given to that term in article 61(3)(a) of the Regulated Activities Order of the Regulated Activities Order to the extent that it is a regulated activity for the purposes of FSMA.

"Related Security" means, in relation to a Mortgage Loan, the Mortgage relating thereto and all other collateral security for, and rights in respect of such Mortgage Loan including (but not limited to):

- (a) the benefit of all affidavits, declarations, consents, renunciations, waivers and any Deeds of Consent, MHA/CP Documentation, deeds of postponement, ranking agreements and any rights against any person or persons in connection with the origination and completion of such Mortgage Loan and Related Security;
- (b) the benefit of (including notations of interest on) any life policies, life policy assignments, assignments, priority letters, pension policies, guarantees, deposited, charged, obtained or held in connection with the relevant Mortgage Loan and Related Security;

- (c) to the extent assignable (without the consent of the relevant counterparty), all causes and rights of action (whether assigned to the Issuer, the Seller, the Legal Title Holder or otherwise) against Valuers, Solicitors, any Land Registry or any other person in connection with any report (including a report on title), Valuation Report, opinion, certificate, consent or other statement of fact or opinion given in connection with the relevant Mortgage Loan or Related Security; and
- (d) Title Insurance Policies, assignments, searches, indemnities and related documentation and any other deed or document providing ancillary security or indemnity for repayment of any sums due from time to time under the relevant Mortgage Loan and any amounts received by the Seller prior to the Cut-Off Date and yet to be allocated toward amounts due under the relevant Mortgage Loan on the Servicer's systems;

"Right to Buy Mortgage Loan" means a Mortgage Loan in respect of a Property made as at the date of origination in whole or in part to a Borrower for the purpose of enabling that Borrower to finance or refinance the exercise of his right to buy the relevant Property under:

- (a) Part V of the Housing Act 1985 (or section 16 of the Housing Act 1996); or
- (b) Part III of the Housing (Scotland) Act 1987 (as amended).

"Scottish Mortgage" means a standard security over a Scottish Property securing a Scottish Mortgage Loan comprised in the Mortgage Portfolio.

"Scottish Mortgage Loan" means a Mortgage Loan secured by a Scottish Mortgage.

"Scottish Property" means, in relation to a Scottish Mortgage Loan and its related Scottish Mortgage, the heritable or long-leasehold property in Scotland mortgaged or charged as security for repayment of such Scottish Mortgage Loan.

"Servicing Standard" means the same standard of care and diligence that the Issuer and the Legal Title Holder would reasonably expect from a Prudent Mortgage Lender.

"Shared Ownership Property" means a property where a third party other than the Borrower has a legal and/or beneficial interest in the property over which the related Mortgage Loan is secured (including without limitation where ownership of a property is shared with a housing association).

"Solicitors" means a firm of solicitors (or a firm of licensed or qualified conveyancers) selected by the Originator in accordance with the standard practices of the Originator, in the origination of a Mortgage Loan and its Related Security.

"Solicitors' Instructions" means the instructions from the Originator to its Solicitors in substantially the form of the relevant pro-forma instructions contained in the relevant Standard Documentation;

"Standard Documentation" means the standard documentation of each Originator being the documents which were used by the relevant Originator at the relevant time in connection with its activities as a residential mortgage lender, or any update or replacement therefor as permitted by the terms of the Mortgage Sale Agreement.

"Successor" means, in relation to a Mortgage Loan and its Related Security, a successor in title to the Originator.

"Title Deeds" means, in relation to a Mortgage Loan, the agreement or agreements for such Mortgage Loan, the deed constituting the relevant Mortgage and any documents of title to the relevant Property and to the relevant Related Security.

"Title Insurance Policy" means, in relation to any Mortgage Loan, each of the title insurance policies set out in the Mortgage Sale Agreement.

"Valuation Report" means the valuation report substantially in the form of the pro-forma report contained in the relevant Standard Documentation and addressed to an Originator from a Valuer in respect of each Property.

"Valuer" means (as applicable) an independent valuer (being a fellow or associate of the Royal Institution of Chartered Surveyors).

Governing Law

The Mortgage Sale Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by English law (other than those terms of the Mortgage Sale Agreement specific to the law of Scotland relating to the Scottish Mortgage Loans and their Related Security, which are construed in accordance with Scots law).

Servicing Agreement

Introduction

The Issuer, the Security Trustee, the Legal Title Holder, the Back-Up Servicer Facilitator and the Servicer will enter into, on or around the Closing Date, an agreement pursuant to which the Servicer agrees to service the Mortgage 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 Legal Title Holder, the Security Trustee and the Servicer (the "**Services**").

On or about the Closing Date, the Servicer will be appointed by the Issuer and the Legal Title Holder (including in its capacity as a trustee of the trust declared and created by the Scottish Declaration of Trust (the "**Scottish Trust**")) to be its agent to service the Mortgage Loans and their Related Security. The Servicer must comply with any proper directions and instructions that the Issuer or, following the service of an Enforcement Notice, the Security Trustee may from time to time give to it in accordance with the provisions of the Servicing Agreement.

The Servicer will service the Mortgage Loans and their Related Security in accordance with the terms of the Servicing Agreement (including the procedures of the Servicer set out therein) and its actions in doing so are binding on the Issuer and (where applicable) the Legal Title Holder.

Appointment

The Servicer will be appointed to:

- (a) service, manage and administer the Mortgage Loans and the Related Security in accordance with the applicable provisions of the FSMA and all cash transactions in respect thereof;
- (b) prepare reports regarding the status and performance of the Mortgage Loans in accordance with the Servicing Agreement;
- (c) perform the other management and administration functions and services imposed on the Servicer by the Servicing Agreement; and
- (d) perform any other functions imposed on the Servicer, in such capacity, by any other Transaction Documents to which it is a party or do or cause to be done any and all things which it reasonably considers necessary, convenient or incidental to the administration of the Mortgage Loans or the exercise of such rights, powers and discretions.

Undertakings by the Servicer

The Servicer has undertaken, among other things, to:

- (a) ensure all Mortgage Loans and other Related Security are designated in the computer and other records of the Servicer as being legally and beneficially owned by the Issuer (with legal title being held on trust by the Legal Title Holder);
- (b) devote such time and attention and exercise all such skill, care and diligence as necessary to ensure proper performance and discharge of the Servicer's obligations and undertakings contained in the Servicing Agreement;

- (c) to the extent practicable, comply with any proper directions, orders and instructions which the Issuer, the Legal Title Holder or the Security Trustee may from time to time give to it in accordance with the provisions of the Servicing Agreement and which in any event are not inconsistent with the terms upon which it has been appointed under the Servicing Agreement nor with any applicable regulatory requirements;
- (d) maintain in working order the information technology systems used by the Servicer in providing the Services, and to maintain and keep in effect all licences (including software licences), agreements, contracts and consents necessary for the use, upkeep and functioning of such information technology systems;
- (e) obtain and keep in force all licences, approvals, registrations, authorisations and consents which are or may be necessary for the lawful performance of the Services and the other obligations contained in the Servicing Agreement and in particular any applicable authorisations, permissions, approvals or consents under FSMA and the Data Protection Act 1998;
- (f) at all times, in relation to all matters relating to the Mortgage Loans in the Mortgage Portfolio and the Related Security, act in compliance with and observe all applicable laws and regulatory requirements in force, issued or in place from time to time (including, but not limited to, FSMA, the CCA, the Data Protection Act 1998, the FCA's rules and guidance in the Consumer Credit Sourcebook of the FCA Handbook and the FCA's Treating Customers Fairly Outcomes) and the terms of the relevant Mortgage Conditions;
- (g) make all payments required to be made by it pursuant to the Servicing Agreement on the due date for payment thereof in the currency in which such payment is due for value on such day without set off (including, without limitation, in respect of any fees owed to it) or counterclaim;
- (h) (as soon as practicable after such event has come to its attention) give notice in writing to the Issuer, the Note Trustee and the Security Trustee of any Servicer Termination Event or any condition, event or act which with the giving of notice and/or the lapse of time and/or the issue of a certificate would constitute a Servicer Termination Event;
- (i) not commit or omit to do any act in relation to the Mortgage Loans which would mean that the Issuer and/or the Legal Title Holder are in breach of the terms and conditions of the Mortgage Loans;
- (j) procure the publication of the Quarterly Investor Report on www.euroabs.com as soon as reasonably possible following the second Business Day following each Calculation Date;
- (k) procure the publication of the Monthly Investor Report on www.euroabs.com as soon as reasonably possible following the 16th Business Day of each calendar month;
- (l) provide the Quarterly Data Tape to the Cash Manager in accordance with the Servicing Agreement, and procure the publication of each Quarterly Data Tape on www.euroabs.com as soon as reasonably possible following the second Business Day following each Calculation Date;
- (m) not, other than in relation to a Permitted Variation or other than as contemplated by or pursuant to the Servicer's client manual, the Servicing Agreement or the other Transaction Documents or the direction of the Issuer (or, following receipt of an Enforcement Notice, the Security Trustee):
 - (i) sell, transfer, convey, release or dispose of the legal title to the Mortgage Loans or Related Security, or create any mortgage, charge, debenture or any other form of security over the legal title to the Mortgage Loans or Related Security;
 - (ii) terminate, repudiate, rescind or discharge any document in relation to a Mortgage; or
 - (iii) permanently vary, amend, modify or waive any material provision of any document in relation to a Mortgage of any Mortgage Conditions.

In this Prospectus:

"Permitted Variation" means (i) an amendment to a document relating to a Mortgage or the Mortgage Conditions that would be acceptable to a Prudent Mortgage Lender for the purpose of controlling or managing arrears on a Mortgage Loan or (ii) a change in the method of repayment from interest only to either (A) capital and interest repayment or (B) part interest only and part capital and interest repayment.

Setting of Interest Rates on the Mortgage Loans

Each of the Issuer and the Legal Title Holder grants the Servicer full right, liberty and authority from time to time, in accordance with the relevant Mortgage Conditions, to determine and set in relation to the SVR Mortgage Loans sold by the Seller to the Issuer which have not at the relevant date of determination been repurchased by the Seller, the SVR and any other discretionary rates or margins applicable in relation to the Mortgage Loans.

The SVR applicable to the SVR Mortgage Loans will be set at a rate which is the higher of (X) the Legal Title Holder's prevailing published SVR and (Y) the LIBOR rate referable to the Notes plus 2.50 per cent. (the **"SVR Floor"**) **provided that** the Servicer shall only be under an obligation to set the SVR in the above manner if it does not result in a breach of the applicable Mortgage Conditions and would not be contrary to applicable laws (including, without limitation, applicable guidelines of the Office of Fair Trading and applicable statements of good practice of the FCA) and may be undertaken in accordance with the standards of a Prudent Mortgage Lender.

Further Advances, Porting and Product Switches

The sale of Mortgage Loans and their Related Security comprised in the Mortgage Portfolio do not impose or include any obligation on the Issuer (i) to pay or make any Further Advances, or (ii) to agree to a request for a Port, or (iii) to agree to a request for a Product Switch (such activities being **"Regulated Mortgage Lending Activities"**). Regulated Mortgage Lending Activities remain an obligation of the Legal Title Holder, notwithstanding the sale of such Mortgage Loans and their Related Security to the Issuer.

A decision by the Servicer or the Legal Title Holder to issue to a Borrower an offer of, or a determination by the Legal Title Holder that it will accept a request from a Borrower for, (i) a Further Advance, or (ii) a Port, or (iii) a Product Switch, will result in the Seller being required to repurchase a relevant Mortgage Loan and its Related Security to which such offer or acceptance (as the case may be) relates.

Operation of Global Collection Account and General Transaction Collection Accounts

The Servicer will undertake to operate the Global Collection Account and Transaction Collection Accounts, which are opened in the name of the Legal Title Holder with the Global Collection Account Bank and Paratus Account Bank respectively, in accordance with the terms of the Global Collection Bank Account Agreement, Global Collection Account Declaration of Trust (and the Deed of Accession to the Global Collection Account Declaration of Trust), the Paratus Account Bank Agreement and the Transaction Collection Accounts Declaration of Trust. For more information, see the section titled *"Servicing of the Mortgage Portfolio – Mortgage Loan Servicing – The Servicer and the Services"*.

Replacement of Global Collection Account Bank

If the Global Collection Account Bank fails to maintain any of the Collection Account Bank Minimum Ratings, the Issuer (or the Servicer on its behalf) shall use its reasonable endeavours, in accordance with the Paratus Account Bank Agreement and the Servicing Agreement to (or to procure) the:

- (a) termination of the appointment of the Global Collection Account Bank in accordance with the Servicing Agreement and the Paratus Account Bank Agreement and use commercially reasonable efforts to procure that the funds standing to the credit of the Global Collection Account that are referable to the Mortgage Loans are promptly transferred from the Global Collection Account and placed on deposit on terms the same or substantially the same (*mutatis mutandis*) as the Paratus Account Bank Agreement with an institution:
 - (i) that maintains ratings at least equal to the Collection Account Bank Minimum Ratings;

- (ii) that is a bank for the purposes of section 991 of the Income Tax Act 2007 and payments of interest are made in the ordinary course of its business within the meaning of section 878 of the Income Tax Act 2007; and
- (iii) that is an institution authorised to carry on banking business including accepting deposits under the FSMA; or
- (b) the obtaining of a guarantee (in such form that would not result in any of the Rating Agencies downgrading the current ratings assigned to any Class or Classes of Notes or withdrawing, qualifying or putting such current ratings assigned to any Class or Classes of Notes on a negative outlook) of the Global Collection Account Bank's obligations under the Paratus Account Bank Agreement from a bank with ratings at least equal to the Collection Account Bank Minimum Ratings,

in each case, within 30 days of the date on which the Global Collection Account Bank ceases to have the Collection Account Bank Minimum Ratings.

Replacement of Paratus Account Bank

If the Paratus Account Bank fails to maintain any of the Collection Account Bank Minimum Ratings, the Issuer (or the Servicer on its behalf) shall use its reasonable endeavours, in accordance with the Paratus Account Bank Agreement and the Servicing Agreement to (or to procure) the:

- (a) termination of the appointment of the Paratus Account Bank in accordance with the Servicing Agreement and the Paratus Account Bank Agreement and use commercially reasonable efforts to procure that the funds standing to the credit of the Transaction Collection Accounts are promptly transferred from the Transaction Collection Accounts and placed on deposit on terms the same or substantially the same (*mutatis mutandis*) as the Paratus Account Bank Agreement with an institution:
 - (i) that maintains ratings at least equal to the Collection Account Bank Minimum Ratings;
 - (ii) that is a bank for the purposes of section 991 of the Income Tax Act 2007 and payments of interest are made in the ordinary course of its business within the meaning of section 878 of the Income Tax Act 2007;
 - (iii) is a member of the Direct Debiting Scheme or any scheme which replaces the Direct Debiting Scheme; and
 - (iv) that is an institution authorised to carry on banking business including accepting deposits under the FSMA; or
- (b) the obtaining of a guarantee (in such form that would not result in any of the Rating Agencies downgrading the current ratings assigned to any Class or Classes of Notes or withdrawing, qualifying or putting such current ratings assigned to any Class or Classes of Notes on a negative outlook) of the Paratus Account Bank's obligations under the Paratus Account Bank Agreement from a bank with ratings at least equal to the Collection Account Bank Minimum Ratings,

in each case, within 30 days of the date on which the Paratus Account Bank ceases to have the Collection Account Bank Minimum Ratings.

Termination of the appointment of the Servicer

The Issuer or (following the occurrence of a Servicer Termination Event) the Legal Title Holder 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 Servicer (with a copy to the Security Trustee or the Issuer (as applicable)), terminate the Servicer's appointment under the Servicing Agreement if any of the following events (each a "**Servicer Termination Event**") occurs and is continuing:

- (a) default by the Servicer in the payment on the due date of any payment due and payable by it under the Servicing Agreement and such default continues unremedied for a period of three

Business Days after the earlier of the Servicer becoming aware of such default and receipt by the Servicer of written notice from the Issuer requiring the same to be remedied;

- (b) default is made by the Servicer in the performance or observance of any of its other covenants and obligations under the Servicing Agreement, which default in the reasonable opinion of the Issuer (prior to the delivery of an Enforcement Notice) or the opinion of the Security Trustee acting on the instructions of the Note Trustee (following the delivery of an Enforcement Notice), is materially prejudicial to the interests of the Noteholders and Certificateholders and which, in the case of a default or breach that is capable of remedy, continues unremedied for a period of 15 Business Days after the earlier of the Servicer becoming aware of such default and of receipt by the Servicer of written notice from the Issuer or the Legal Title Holder Issuer (prior to the service of an Enforcement Notice) or the Security Trustee (following the delivery of an Enforcement Notice) requiring the same to be remedied;
- (c) an order is made or an effective resolution passed for the winding up of the Servicer (unless the order is made for the purpose of a reorganisation the terms of which have been approved by the Issuer or, following the service of an Enforcement Notice, the Security Trustee and where the Servicer demonstrates to the satisfaction of the Issuer that it is solvent);
- (d) the Servicer ceasing to be an authorised person under the FSMA or the revocation of an applicable licence, registration or regulatory permission held by it required to perform the Services;
- (e) the occurrence of an Insolvency Event in respect of the Servicer (other than any frivolous or vexatious corporate action or any other corporate action, legal proceedings or other procedure or step referred to in paragraph (e) of the definition of "Insolvency Event" which is disputed in good faith with a reasonable prospect of success by the Servicer and dismissed or otherwise discharged within 30 days of being commenced); or
- (f) the occurrence of a Perfection Event.

The termination of the appointment of the Servicer shall take effect on the date of appointment of a Replacement Servicer, **provided that** the Issuer (assisted by the Back-Up Servicer Facilitator) shall use reasonable endeavours to appoint a Replacement Servicer.

Voluntary Resignation

The Servicer may voluntarily resign by giving at least 60 days' written notice to the Issuer and the Legal Title Holder (with a copy to the Security Trustee) of its intention to resign if a replacement servicer (the "**Replacement Servicer**") has been appointed on substantially the same terms to those in the Servicing Agreement unless otherwise agreed by an Extraordinary Resolution of each Class of Noteholders and the Certificateholders.

Delivery of documents and records

If the appointment of the Servicer is terminated or the Servicer resigns, the Servicer must deliver to the Issuer (or as the Issuer shall direct), *inter alia*, the Title Deeds and Mortgage Loan Files relating to the Mortgage Loans and their Related Security in its possession.

Arrears Management Procedures

The Servicer shall, in relation to any default by any Borrower under or in connection with a Mortgage Loan or its Related Security, comply with:

- (a) the Arrears Management Procedures;
- (b) applicable regulations in accordance with the Arrears Management Procedures that could reasonably be expected to be complied with by a Prudent Mortgage Lender; and
- (c) all reasonable requirements of the Issuer (prior to the service of an Enforcement Notice) or the Security Trustee (following the service of an Enforcement Notice) in relation to such enforcement within the Arrears Management Procedures or, to the extent that the Arrears

Management Procedures are not applicable having regard to the nature of the default in question, shall take such action in accordance with the Servicing Standard in respect of such default.

"Arrears Management Procedures" means the exercise by the Servicer on behalf of the Issuer and the Legal Title Holder of the rights and remedies of the Issuer and the Legal Title Holder and/or the Security Trustee (as applicable) against a Borrower or in relation to the security for the Borrower's obligations arising from any default by the Borrower under or in connection with the respective Mortgage Loan or Related Security in accordance with the procedures described in the Servicer's client manual or such other procedures as may be taken by the Servicer acting in accordance with the standards of a Prudent Mortgage Lender in connection with defaults of a similar nature.

The Servicer shall procure that if, upon completion of the Arrears Management Procedures, an amount in excess of all sums due by the relevant Borrower (including any costs incurred in connection with the Arrears Management Procedures) is recovered or received by the Servicer, the balance, after discharge of all sums due by the Borrower, is paid to the person or persons entitled thereto.

Issuer's Liability

The Issuer shall indemnify and hold harmless the Servicer against any loss, damage, charge, award, claim, demand, judgment, decree, action, proceedings, fine, penalty, cost, expense or other liability (including properly incurred legal and other professional fees and expenses) ("**Liability**") incurred or suffered by the Servicer after the date of the Servicing Agreement as a result of, or in connection with, servicing the Mortgage Loans and the Related Security by the Servicer in accordance with the Servicing Agreement, **provided that** the Issuer shall not be liable for any Liability to the extent that such Liabilities arise from fraud, wilful default, any breach or negligence of the Servicer.

Limit to Servicer's Liability

The Servicer shall have no liability for the obligations of any Borrower, the Issuer and the Security Trustee under any of the Transaction Documents or otherwise and nothing herein shall constitute a guarantee, or similar obligation, by the Servicer in respect of any Borrower, the Issuer and the Security Trustee or of any of those obligations.

Back-Up Servicer Facilitator

The Issuer will appoint the Back-Up Servicer Facilitator in accordance with the Servicing Agreement. If the Servicer's appointment is terminated, the Back-Up Servicer Facilitator shall use best efforts to identify, on behalf of the Issuer, and assist the Issuer in the appointment of a suitable replacement servicer in accordance with the Servicing Agreement, such process to commence by no later than 10 Business Days after the date when it became aware of the retirement of the Servicer. The Back-Up Servicer Facilitator shall use its reasonable endeavours to procure that the Replacement Servicer be appointed within 60 days of the termination of the appointment of the outgoing Servicer.

Governing Law

The Servicing Agreement and any non-contractual obligations arising out of or in connection with it will be governed by English law.

Deed of Charge

On the Closing Date, the Issuer will enter into the Deed of Charge and Scottish Supplemental Charge with, *inter alios*, the Security Trustee.

Security

Under the terms of the Deed of Charge, the Issuer will provide the Security Trustee with the benefit of, *inter alia*, the following security (the "**Security**") as trustee for itself and for the benefit of the Secured Creditors (including the Noteholders and the Certificateholders):

- (a) a first fixed charge over the benefit of the Issuer in each English Mortgage Loan and the Related Security relating to such English Mortgage Loan comprised in the Mortgage Portfolio;

- (b) an assignation in security of the Issuer's beneficial interest under the trust declared by the Legal Title Holder pursuant to the Scottish Declaration of Trust;
- (c) an assignment of rights held by the Issuer against certain third parties and insurers;
- (d) a first fixed charge of the benefit of the Issuer Account and any bank or other accounts of the Issuer in which the Issuer may at any time have or acquire any benefit;
- (e) assignment of the benefit of the Issuer under each relevant Transaction Document to which the Issuer is a party (other than the Trust Documents and the Scottish Declaration of Trust), including:
 - (i) the Agency Agreement;
 - (ii) the Cash Management Agreement;
 - (iii) the Global Collection Account Declaration of Trust and the Deed of Accession to the Global Collection Account Declaration of Trust;
 - (iv) the Transaction Collection Accounts Declaration of Trust;
 - (v) the Corporate Services Agreement;
 - (vi) the Scottish Declaration of Trust;
 - (vii) the Deed Poll;
 - (viii) the Issuer Account Bank Agreement;
 - (ix) the Mortgage Sale Agreement; and
 - (x) the Servicing Agreement;
- (f) a first floating charge over all the assets and undertakings of the Issuer to the extent not effectively charged pursuant to paragraphs (a) to (e) above but extending over all assets and undertakings of the Issuer situated in, or otherwise governed by the laws of Scotland.

"Trust Documents" means the Trust Deed and Deed of Charge.

Post-Enforcement Payments Priorities

The Deed of Charge provides that following the service of an Enforcement Notice by or on behalf of the Security Trustee (or a receiver of the Issuer appointed by the Security Trustee pursuant to the Deed of Charge), the application of cash is to be carried out in accordance with the Post-Enforcement Priority of Payments. This order of priority is described in the section entitled "*Cashflows – Distributions following the service of an Enforcement Notice on the Issuer*".

Enforcement

The Security shall only become enforceable on the service of an Enforcement Notice pursuant to Condition 11 (*Events of Default*) or, following the redemption in full of the Notes, Residual Certificate Condition 10 (*Events of Default*). The Deed of Charge will set out the procedures by which the Security Trustee may take steps to enforce the Security.

Governing Law

The Deed of Charge and any non-contractual obligations arising out of or in connection with it will be governed by English law (save that aspects relating to Scottish Mortgage Loans and their Related Security will be construed in accordance with Scots law, and the Scottish Declaration of Trust and Scottish Supplemental Charge will be governed by Scots law).

Paratus Account Bank Agreement

Pursuant to the terms of a bank account agreement entered into on or about the Closing Date between the Issuer, Legal Title Holder, the Servicer, the Global Collection Account Bank, the Paratus Account Bank and the Security Trustee (the "**Paratus Account Bank Agreement**") the Legal Title Holder will maintain with the Paratus Account Bank the Transaction Collection Accounts and with the Global Collection Account Bank the Global Collection Accounts, which will be operated in accordance with the Servicing Agreement, the Global Collection Account Declaration of Trust and the Transaction Collection Accounts Declaration of Trust. The Global Collection Account Bank and the Paratus Account Bank are required to have at least the Collection Account Bank Minimum Ratings.

The "**Global Collection Account**" is a collection account in the name of the Legal Title Holder held with the Global Collection Account Bank with account number 90877859 and sort code 20-19-90 into which the Servicer directs payment of principal collections and revenue collections in respect of the Mortgage Portfolio where such payments are not made by way of the Direct Debiting Scheme.

The General Transaction Collection Accounts are two (2) bank accounts held by the Legal Title Holder established pursuant to the Paratus Account Bank Agreement to which the Servicer shall direct payment of principal collections and revenue collections in respect of the Mortgage Portfolio where such payments are made by way of the Direct Debiting Scheme.

The Funding Transaction Collection Accounts are two (2) bank accounts held by the Legal Title Holder established pursuant to the Paratus Account Bank Agreement from which certain Third Party Amounts are paid to the relevant third party. Where such payments result in an overdrawn balance on a Funding Transaction Collection Account, the Servicer shall ensure that the amounts to repay such overdraft are transferred from the General Transaction Collection Account as described below.

Under the terms of the Paratus Account Bank Agreement, on or before the Closing Date the Legal Title Holder will provide the Paratus Account Bank with a new account mandate authorising it to operate the Transaction Collection Accounts and will maintain the account mandate authorising it to operate the Global Collection Account as directed by the Servicer. The Servicer by way of the Servicing Agreement will undertake, to the extent that any such transfer is not automatically completed by the Paratus Account Bank to:

- (a) ensure that the General Transaction Collection Accounts shall not be overdrawn (**provided that** the General Transaction Collection Accounts shall be permitted to be overdrawn if the same is cured as soon as reasonably practicable);
- (b) transfer from the Funding Transaction Collection Account to the corresponding General Transaction Collection Account all amounts of cleared funds received by the Paratus Account Bank and credited to the Funding Transaction Collection Account on each Business Day, following close of business on each Business Day;
- (c) transfer from the General Transaction Collection Account to the corresponding Funding Transaction Collection Account an amount in cleared funds credited to the General Transaction Collection Account on each Business Day as is required to return any overdrawn balance of the Funding Transaction Collection Account to zero (or, if less, all amounts of cleared funds credited to the Funding Transaction Collection Account on such day), following close of business on such Business Day;
- (d) ensure that all cleared funds standing to the credit of the Global Collection Account and related to the Mortgage Portfolio (save for certain amounts received in relation to the Mortgage Loans and their Related Security which are required to be refunded or otherwise disbursed), less any fees, costs, charges, liabilities and expenses due under the provisions of the Paratus Account Bank Agreement insofar as any such amounts are attributable to the Issuer's Share of the Global Collection Account Trust, are transferred to the relevant General Transaction Collection Account(s) by the close of business on the following Business Day, provided that any transfer that is delayed for administrative reasons will be made as soon as reasonably practicable (and the Servicer shall use reasonable endeavours to procure that any such delayed transfer is made within one Business Day);

- (e) ensure that certain payments of Third Party Amounts as are necessary from time to time in respect of the Mortgage Loans, are made out of the Funding Transaction Collection Accounts (save for where such payments are made in respect of amounts received 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 in which case such payment may be made out of the General Transaction Accounts); and
- (f) ensure that all cleared funds standing to the credit of each General Transaction Collection Account that exceed the General Transaction Collection Account Minimum Balance on a Business Day are transferred to the Issuer Account by the close of business on the following Business Day, **provided that** this obligation applies only where the amount of such transfer from the relevant General Transaction Collection Account would equal or exceed £5,000 and **provided further** that any transfer that is delayed for administrative reasons will be made as soon as reasonably practicable (and the Servicer shall use reasonable endeavours to procure that any such delayed transfer is made within one Business Day).

"General Transaction Collection Accounts" means each of the H1 General Transaction Collection Account and H2 General Transaction Collection Account.

"H1 General Transaction Collection Account" means the account in the name of the Seller at the Paratus Account Bank with sort code 20-19-90 and account number 03356280.

"H2 General Transaction Collection Account" means the account in the name of the Seller at the Paratus Account Bank with sort code 20-19-90 and account number 03189384.

"Funding Transaction Collection Accounts" means each of the H1 Funding Transaction Collection Account and H2 Funding Transaction Collection Account.

"H1 Funding Transaction Collection Account" means the account in the name of the Seller at the Paratus Account Bank with sort code 20-19-90 and account number 33542289.

"H2 Funding Transaction Collection Account" means the account in the name of the Seller at the Paratus Account Bank with sort code 20-19-90 and account number 33969789.

The General Transaction Collection Accounts and the Funding Transaction Collection Accounts are together the **"Transaction Collection Accounts"**.

"Direct Debiting Scheme" means the scheme for the manual or automated debiting of bank accounts by Direct Debit operated in accordance with the detailed rules of certain members of the Association for Payment Clearing Services.

Governing Law

The Paratus Account Bank Agreement and any non-contractual obligations arising out of or in connection with them will be governed by English law.

Global Collection Account Declaration of Trust and Deed of Accession to Global Collection Account Declaration of Trust

The Legal Title Holder has, pursuant to a declaration of trust (the **"Global Collection Account Declaration of Trust"**) entered into prior to the Closing Date, declared a trust (the **"Global Collection Account Trust"**) over all of its right, title and beneficial interest in respect of the Global Collection Account. The Issuer will, on or about the Closing Date, accede to the trust arrangements in respect of the Global Collection Accounts as beneficiary in respect of amounts standing to the credit thereof that are referable to the Mortgage Loans by executing an accession undertaking (the **"Deed of Accession to Global Collection Account Declaration of Trust"**).

The Issuer's share of the Global Collection Account Trust (the **"Issuer's Share of the Global Collection Account Trust"**) at any relevant time shall equal all amounts credited to the Global Collection Account at such time in respect of the Mortgage Loans and their Related Security comprised in the Mortgage Portfolio in respect of the Mortgage Loans and their Related Security (save for certain amounts received in relation to the Mortgage Loans and their Related Security which are required to be refunded or

otherwise disbursed). Additional beneficiaries may from time to time on and from the Closing Date accede to the Global Collection Account Declaration of Trust without the consent of the Issuer or the Security Trustee; however, any such accession will not affect the manner in which the Issuer's Share of the Global Collection Account Trust is calculated.

On the Closing Date, the Legal Title Holder will provide the Global Collection Account Bank with a new account mandate authorising the Servicer to transfer monies that are identified as being referable to the Mortgage Portfolio from the Global Collection Account at the end of each Business Day (to the extent that the Global Collection Account Bank does not undertake such task automatically) into a General Transaction Collection Account.

Governing Law

The Global Collection Account Declaration of Trust, the Deed of Accession to Global Collection Account Declaration of Trust and any non-contractual obligations arising out of or in connection with them will be governed by English law.

Transaction Collection Accounts Declaration of Trust

The Legal Title Holder will, on or about the Closing Date, declare a trust (the "**Transaction Collection Accounts Trust**") by executing a declaration of trust (the "**Transaction Collection Accounts Declaration of Trust**") in respect of amounts standing to the credit of the Transaction Collection Accounts.

The Issuer's share of the Transaction Collection Accounts Trust (the "**Issuer's Share of the Transaction Collection Accounts Trust**") at any relevant time shall equal all amounts credited to the Transaction Collection Accounts at such time in respect of the Mortgage Loans and their Related Security comprised in the Mortgage Portfolio (save for certain amounts received in relation to the Mortgage Loans and their Related Security which are required to be refunded or otherwise disbursed), but excluding any amounts identified by the Servicer as being required in respect of Third Party Amounts pursuant to the terms of the Servicing Agreement.

Governing Law

The Transaction Collection Accounts Declaration of Trust and any non-contractual obligations arising out of or in connection with it will be governed by English law.

Trust Deed

On or about the Closing Date, the Issuer, the Security Trustee and the Note Trustee will enter into the Trust Deed pursuant to which the Issuer and the Note Trustee will agree that the Notes and the Residual Certificates are subject to the provisions in the Trust Deed. The Conditions and the Residual Certificates Conditions and the forms of each Class of Notes and the Residual Certificates are each constituted by, and set out in, the Trust Deed.

The Note Trustee will agree to hold the benefit of the Issuer's covenant to pay amounts due in respect of the Notes and the Residual Certificates on trust for the Noteholders and the Certificateholders.

In accordance with the terms of the Trust Deed, the Issuer will pay a fee to the Note Trustee for its services under the Trust Deed at the rate and times agreed between the Issuer and the Note Trustee (exclusive of VAT) together with payment of any liabilities incurred by the Note Trustee in relation to the Note Trustee's performance of its obligations under or in connection with the Trust Deed and the other Transaction Documents.

Retirement of Note Trustee

The Note Trustee may retire after giving not less than 60 calendar days' notice in writing to the Issuer. Further, the Most Senior Class of Notes may, by an Extraordinary Resolution, remove the Note Trustee.

The retirement or removal of the Note Trustee shall not become effective unless there remains at least one Note Trustee under the Trust Deed and the Issuer will covenant in the Trust Deed to use all reasonable endeavours to procure the appointment of a new Note Trustee after the resignation or removal of the

existing Note Trustee. If the Issuer has failed to appoint a replacement Note Trustee prior to the expiry of the notice period given by the Note Trustee, the outgoing Note Trustee will be entitled to nominate a successor which shall be approved by an Extraordinary Resolution of the Most Senior Class of Notes. The Rating Agencies shall be notified of such appointment.

Governing Law

The Trust Deed and any non-contractual obligations arising out of or in connection with it will be governed by English law.

Agency Agreement

Pursuant to an agency agreement (the "**Agency Agreement**") dated on or prior to the Closing Date and made between the Issuer, the Note Trustee and the Security Trustee, the Principal Paying Agent, the Registrar and the Agent Bank, provision is made for, *inter alia*, the payment of principal and interest in respect of the Notes and Residual Payments on the Residual Certificates.

Governing Law

The Agency Agreement and any non-contractual obligations arising out of or in connection with it will be governed by English law.

Cash Management Agreement

On the Closing Date, the Cash Manager, the Issuer and the Security Trustee will enter into a cash management agreement (the "**Cash Management Agreement**").

Cash Management Services to be provided to the Issuer

Pursuant to the Cash Management Agreement, the Cash Manager will agree to provide certain cash management and other services to the Issuer or, upon the Security Trustee notifying the Cash Manager that an Enforcement Notice has been served on the Issuer, the Security Trustee. The Cash Manager's principal function will be to (i) calculate the amount of Available Revenue Receipts and Available Redemption Receipts available for application on the immediately following Interest Payment Date, together with (on or prior to the Senior Note Redemption Date and without double counting) any amounts standing to the credit of the Reserve Fund to be applied in relation to a Revenue Deficit on such Interest Payment Date; and (ii) effecting payments to and from the Issuer Account. In addition, the Cash Manager will, among other things, perform the following:

- (a) 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;
- (b) on each Calculation Date, determine if each or any of the Liquidity Availability Rules are satisfied;
- (c) on each Calculation Date, following on or prior to the Senior Note Redemption Date, determine the Reserve Fund Required Liquidity Amount;
- (d) on each Calculation Date, determine if the immediately following Interest Payment Date shall be the Senior Note Redemption Date or the Final Redemption Date;
- (e) calculate on each Calculation Date (prior to service of an Enforcement Notice) the amount of Available Revenue Receipts, Available Redemption Receipts and (subject to the satisfaction of the relevant Liquidity Availability Rules) any Principal Addition Amounts 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);
- (f) calculate on each Calculation Date (prior to the service of an Enforcement Notice) the amount of any Reserve Fund Drawings to be applied on the immediately following Interest Payment Date;
- (g) on each Interest Payment Date prior to the delivery of an Enforcement Notice, apply, or cause to be applied, Available Revenue Receipts in accordance with the Pre-Enforcement Revenue

Priority of Payments, Available Redemption Receipts in accordance with the Pre-Enforcement Redemption Priority of Payments (including, for the avoidance of doubt, Principal Addition Amounts) and, on or prior to the Senior Note Redemption Date only, (subject to the satisfaction of the relevant Liquidity Availability Rules) any Reserve Fund Drawings to be applied in meeting any Revenue Deficit against the relevant items in the Pre-Enforcement Revenue Priority of Payments in the order that they appear in the Pre-Enforcement Revenue Priority of Payments;

- (h) record credits and debits on the Ledgers, as and when required; and
- (i) if required (i) during a Determination Period, calculate the Interest Determination Ratio; 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 the Cash Management Agreement.

The Cash Manager shall provide such assistance to the Seller and the Issuer in relation to their compliance with any applicable Article 8b Requirements as may be agreed between the Cash Manager and the Issuer and Seller respectively.

"**Article 8b Requirements**" means Article 8b of the CRA Regulation and the corresponding implementing measures from time to time (including the disclosure and reporting requirements under articles 3 to 7 of Regulation (EU) No. 2015/3).

In addition, the Cash Manager will also:

- (a) maintain the following ledgers (the "**Ledgers**") on behalf of the Issuer:
 - (i) the "**Redemption Receipts Ledger**", which will record all Redemption Receipts received by the Issuer and the distribution of the Redemption Receipts in accordance with the provisions of the Cash Management Agreement;
 - (ii) the "**Revenue Receipts Ledger**", which will record all Revenue Receipts, amounts retained in the Issuer Account in accordance with item (r) of the Pre-Enforcement Revenue Priority of Payments and the distribution of the Revenue Receipts recorded on the Revenue Receipts Ledger in accordance with the Pre-Enforcement Revenue Priority of Payments or the Post-Enforcement Priority of Payments (as applicable) or by way of Third Party Amounts to the extent paid from the Issuer Account to the persons entitled thereto;
 - (iii) the "**Reserve Fund Ledger**", which will record amounts credited to, and debited from, the Reserve Fund. The Reserve Fund will be credited with a portion of the proceeds of the issuance of the Notes on the Closing Date up to the Reserve Fund Required Liquidity Amount. Thereafter, on each Interest Payment Date and other than an Interest Payment Date immediately following the Optional Portfolio Purchase Completion Date or the Risk Retention Regulatory Change Option Date or the Redemption Event Purchase Completion Date) the Cash Manager will credit the Reserve Fund (A) up to the Reserve Fund Required Liquidity Amount on or prior to the Senior Note Redemption Date at item (h) of the Pre-Enforcement Revenue Priority of Payments and (B) up to the Reserve Fund Required Amount at item (q) of the Pre-Enforcement Revenue Priority of Payments, in each case to the extent that funds are available for such purpose in accordance with the Pre-Enforcement Revenue Priority of Payments and provided that prior to the Senior Note Redemption Date only if, on such Interest Payment Date, the balance of the Reserve Fund is not at least equal to the Reserve Fund Required Liquidity Amount following the application of Available Revenue Receipts in the manner described above, Available Redemption Receipts shall be credited to the Reserve Fund at item (b) of the Pre-Enforcement Redemption Priority of Payments up to the Reserve Fund Required Liquidity Amount to the extent funds are available for such purpose in accordance with the Pre-Enforcement Redemption Priority of Payments.

Following the Class A Note Redemption Date, amounts standing to the credit of the Reserve Fund shall be applied as Available Revenue Receipts on each Interest Payment

Date. The Cash Manager shall make a corresponding debit entry on the Reserve Fund Ledger. In addition, following such application, on or prior to the Senior Note Redemption Date, but following the Class A Note Redemption Date, any amount standing to the Reserve Fund, subject to the Liquidity Availability Rules, shall be available to be applied directly as Reserve Fund Drawings toward any Revenue Deficit determined by the Cash Manager on the immediately preceding Calculation Date (for the avoidance of doubt, after having applied Available Revenue Receipts pursuant to the provisions of the Pre-Enforcement Revenue Priority of Payments). Any such Reserve Fund Drawings shall be debited by the Cash Manager on the Reserve Fund Ledger.

On the Final Redemption Date, all amounts standing to the credit of the Reserve Fund Ledger (after first having applied any Reserve Fund Drawings to meet any Revenue Deficit on the Final Redemption Date (subject to the satisfaction of the relevant Liquidity Availability Rules) and following the application of the Pre-Enforcement Revenue Priority of Payments) shall be debited therefrom and shall be applied as Available Redemption Receipts in accordance with the Pre-Enforcement Redemption Priority of Payments (see "*Credit Structure – Reserve Fund and Reserve Fund Ledger*" below);

- (iv) the "**Principal Deficiency Ledger**" means a ledger maintained by the Cash Manager on behalf of the Issuer, which will comprise the following sub-ledgers:
 - (A) the principal deficiency sub-ledger relating to the Class A Notes (the "**Class A Principal Deficiency Sub-Ledger**");
 - (B) the principal deficiency sub-ledger relating to the Class B Notes (the "**Class B Principal Deficiency Sub-Ledger**");
 - (C) the principal deficiency sub-ledger relating to the Class C Notes (the "**Class C Principal Deficiency Sub-Ledger**");
 - (D) the principal deficiency sub-ledger relating to the Class D Notes (the "**Class D Principal Deficiency Sub-Ledger**"); and
 - (E) the principal deficiency sub-ledger relating to the Class E Notes, the Class Z Notes and the Accumulated Overcollateralisation (the "**Junior Principal Deficiency Sub-Ledger**"),

each a "**Principal Deficiency Sub-Ledger**", which will record on the appropriate sub-ledger as a debit entry deficiencies arising from (i) Losses on the Mortgage Portfolio (on the date the Cash Manager is informed of such Losses by the Servicer), (ii) Principal Addition Amounts (on the Calculation Date on which such Principal Addition Amounts are determined by the Cash Manager), and (iii) amounts credited to the Reserve Fund in accordance with item (b) of the Pre-Enforcement Redemption Priority of Payments (on the Calculation Date on which such amounts are determined to be available by the Cash Manager) and record as a credit entry all PDL Cure Amounts (if any) on each Interest Payment Date and deemed to be Available Redemption Receipts (see "*Credit Structure – Principal Deficiency Ledger*" below); and

- (v) the "**Issuer Profit Ledger**", which shall record (A) as a credit any amounts retained by the Issuer as profit in accordance with the Pre-Enforcement Revenue Priority of Payments or the Post-Enforcement Priority of Payments (as applicable) and (B) as a debit any amount used to discharge any tax liability of the Issuer (up to the credit balance standing of the Issuer Profit Ledger).
- (b) provide the Issuer, the Seller, the Servicer, the Security Trustee, the Note Trustee, the Rating Agencies, and Bloomberg with the Monthly Investor Report by no later than 11.00 a.m. on the second Business Day following the Calculation Date (**provided that** the Cash Manager shall not be required to deliver a Monthly Investor Report in respect of any calendar month in which a Quarterly Investor Report is required to be delivered) and the Quarterly Investor Report by no later than 11.00 a.m. on the second Business Day following the Calculation Date;

- (c) provide the Issuer, the Security Trustee, the Note Trustee and the Rating Agencies with the Quarterly Data Tape, and procure that the Quarterly Data Tape is published at www.usbank.com/abs, in each case by no later than 11.00 a.m. on the second Business Day following the Calculation Date; and
- (d) as soon as reasonably practicable upon receiving a request from the Issuer and/or the Security Trustee and **provided that** it has all information necessary to enable it to do so, calculate and provide to the Issuer and the Security Trustee on the Business Day immediately following its receipt of the required information from the Servicer:
 - (i) the Portfolio Minimum Purchase Price;
 - (ii) the Risk Retention Regulatory Change Option Purchase Price; and/or
 - (iii) the Redemption Event Portfolio Purchase Price.

In this Prospectus:

"Losses" means (i) all realised losses on the Mortgage Loans which are not recovered from the proceeds following the sale of the Property to which such Loan relates and (ii) any loss to the Issuer as a result of an exercise of any set-off by any Borrower in respect of its Mortgage Loan where the Seller has failed to repurchase such Mortgage Loan in accordance with the terms of the Mortgage Sale Agreement where such loan has not been repurchased by the Seller pursuant to the Mortgage Sale Agreement.

Investor Reports

The Cash Manager on behalf of the Issuer will publish the Monthly Investor Report and Quarterly Investor Report detailing, *inter alia*, certain aggregated mortgage loan data in relation to the Mortgage Portfolio and other information. Such Investor Reports will be published on the website of the Cash Manager at www.usbank.com/abs and made available through Bloomberg **provided that** neither the Issuer nor any other relevant Transaction Party assumes any liability for any failure to publish any Investor Report thereon. In addition, loan level information will be provided in the Quarterly Data Tape by the Servicer to the Cash Manager, who (subject to receipt thereof) shall (i) publish such Quarterly Data Tape at www.usbank.com/abs; and (ii) provide a copy of such Quarterly Data Tape to the Issuer, the Security Trustee, the Note Trustee and the Ratings Agencies. Other than as outlined above, the Issuer does not intend to provide post-issuance transaction information regarding the Notes or the Mortgage Loans.

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

Cash Manager Termination Events

If any of the following events ("**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;
- (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 or any of the Cash Manager warranties in the Cash Management Agreement proves to be untrue, incomplete, or inaccurate, or any certification or statement made by the Cash Manager in any certificate or other document delivered pursuant to the Cash Management Agreement proves to be untrue, 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;
- (c) an Insolvency Event occurs in respect of the Cash Manager; or
- (d) it becomes unlawful for the Cash Manager to perform its obligations under the Cash Management Agreement or under any other Transaction Document,

then prior to the delivery of an Enforcement Notice, the Issuer (with the prior written consent of the Security Trustee), or following the delivery of an Enforcement Notice, the Security Trustee, may, deliver a Cash Manager Termination Notice to the Cash Manager (with a copy to the Issuer or the Security Trustee (as applicable)) immediately or at any time after the occurrence of such a Cash Manager Termination Event the effect of which shall be to terminate the Cash Manager's appointment under the Cash Management Agreement from the later of (i) the Cash Manager Termination Date referred to in such notice and (ii) the appointment of a suitable substitute cash manager in accordance with the provisions of the Cash Management Agreement.

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 and the Security Trustee shall consent to such appointment if the conditions below are satisfied.

Termination of appointment of Cash Manager by Issuer or Security Trustee

If:

- (i) the Issuer, with the written consent of the Security Trustee, has given not less than 60 days prior written notice of its intention to terminate the Cash Management Agreement to the Cash Manager; or
- (ii) the Security Trustee has given not less than 60 days prior written notice of its intention to terminate the Cash Management Agreement to the Cash Manager and the Issuer,

then the Cash Management Agreement shall terminate with effect from the Cash Manager Termination Date referred to in such notice or (if later) the date that a substitute cash manager that satisfies the conditions set out below has been appointed in accordance with the Cash Management Agreement.

Substitute Cash Manager

Any substitute cash manager:

- (a) must have 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;
- (b) must agree to enter into a cash management agreement with the Issuer substantially on the terms of the Cash Management Agreement, and which provides for the substitute cash manager to be remunerated at such a rate as is agreed by the Issuer but which does not exceed the rate then commonly charged by providers of services of the kind described in the Cash Management Agreement and required by the Cash Management Agreement to be provided by the Cash Manager and is otherwise on substantially the same terms as those of the Cash Management Agreement;
- (c) must be resident for tax purposes solely in the United Kingdom; and
- (d) (if any Rated Notes remain outstanding) must be a party that the Rating Agencies have previously confirmed by whatever means such Rating Agencies consider appropriate (**provided that** the Issuer is permitted to and does confirm in writing (including by email) to the Security Trustee that such confirmation has been obtained) the appointment of which will not cause the then current ratings of the Rated Notes to be adversely affected **provided further that** to the extent that a request for written confirmation from the Rating Agencies elicits no response from a Rating Agency within 10 Business Days of the date of such request, the Issuer shall be entitled to assume (and shall certify in writing to the Note Trustee and the Security Trustee (upon which certification the Note Trustee and Security Trustee shall be entitled to rely absolutely without liability to any person for so doing) that it is entitled to assume) that the appointment of such entity as a substitute cash manager will not cause the ratings assigned to the Rated Notes by that non-responsive Rating Agency to be downgraded or withdrawn.

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 a breach of the provisions of the Cash Management Agreement.

To the extent the Issuer does not appoint a substitute Cash Manager in accordance with the terms of the Cash Management Agreement prior to the termination date specified in the notice delivered by the Cash Manager in accordance the Cash Management Agreement, the Cash Manager may appoint a substitute Cash Manager, provided that such appointment satisfies the provisions of the Cash Management Agreement.

Resignation of the Cash Manager

The Cash Manager may resign on giving not less than 60 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 intention to terminate the Cash Management Agreement to the Issuer, the Servicer, the Note Trustee and (following service of an Enforcement Notice) the Security Trustee without providing any reason therefor and without being responsible for any liability incurred by reason thereof, and the Cash Management Agreement shall terminate with effect from the Cash Manager Termination Date referred to in such notice or (if later) the date that a suitable substitute cash manager has been appointed in accordance with the provisions of the Cash Management Agreement and the Security Trustee shall consent to such appointment if the conditions above are satisfied (see "*Termination of Appointment and Replacement of Cash Manager – Substitute Cash Manager*" above).

Governing Law

The Cash Management Agreement and any non-contractual obligations arising out of or in connection with it will be governed by English law.

The Issuer Account Bank Agreement

Pursuant to the terms of a bank account agreement entered into on or about the Closing Date between the Issuer, the Issuer Account Bank, the Cash Manager and the Security Trustee (the "**Issuer Account Bank**

Agreement"), the Issuer will maintain with the Issuer Account Bank the Issuer Account, which will be operated in accordance with the Cash Management Agreement and the Deed of Charge. The Issuer Account Bank is required to have at least the Account Bank Minimum Ratings.

Governing Law

The Issuer Account Bank Agreement and any non-contractual obligations arising out of or in connection with it will be governed by English law.

The Corporate Services Agreement

On or prior to the Closing Date, the Issuer, the Legal Title Holder, 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, Holdings and the Legal Title Holder 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, Holdings and the Legal Title Holder (including the provision of directors), providing the directors with information in connection with the Issuer, Holdings and the Legal Title Holder, and the arrangement for the convening of shareholders' and directors' meetings.

The Corporate Services Provider will be entitled to terminate its respective appointment under the Corporate Services Agreement on 30 days' written notice to the Issuer, the Security Trustee and each other party to the Corporate Services Agreement, **provided that** a substitute corporate services provider has been appointed on substantially the same terms as those set out in the Corporate Services Agreement.

The Issuer (with prior written consent of the Security Trustee) and, following delivery of an Enforcement Notice, the Security Trustee can terminate the appointment of the Corporate Services Provider on 30 days' written notice to the Corporate Services Provider (with a copy of such notice to the Issuer).

In addition, the appointment of the Corporate Services Provider may be terminated immediately upon notice in writing given by the Security Trustee (with a copy of such notice to the Issuer and the Servicer) or the Issuer (with a copy of such notice to the Security Trustee and the Servicer), if the Corporate Services Provider breaches its obligations under the terms of the Corporate Services Agreement and/or certain insolvency related events occur in relation to the Corporate Services Provider.

Governing Law

The Corporate Services Agreement and any non-contractual obligations arising out of or in connection with it will be governed by English law.

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.

References in this Prospectus to (i) the crediting or debiting of any Ledger (other than the Principal Deficiency Ledger) refers to the cash movement of amounts into or from the Issuer Account as recorded on such Ledger; and (ii) amounts standing to the credit of any relevant Ledger means that amounts can be identified as being of the particular nature to be recorded on such Ledger.

The structure of the credit support arrangements may be summarised as follows:

1. **Liquidity and Credit 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 Mortgage Loans will, assuming that all of the Mortgage Loans are fully performing, be sufficient so that the Available Revenue Receipts will be sufficient to pay the amounts payable under items (a) to (x) (inclusive) of the Pre-Enforcement Revenue Priority of Payments. The actual amount of any excess payable to the Certificateholders at item (y) of the Pre-Enforcement Revenue Priority of Payments will vary during the life of the Notes. Two of the key factors determining such variation are the interest rates applicable to the Mortgage Loans in the Mortgage Portfolio relative to the interest rates on the Notes (as to which, see "*Risk Factors - Limited Liquidity*" above) and the performance of the Mortgage Portfolio.

Available Revenue Receipts will be applied (after making payments ranking higher in the Pre-Enforcement Revenue Priority of Payments) on each Interest Payment Date in accordance with the Pre-Enforcement Revenue Priority of Payments, towards reducing any Principal Deficiency Ledger debit entries which may arise from (i) Losses on the Mortgage Portfolio, (ii) the application of Available Redemption Receipts as Principal Addition Amounts to cover any Revenue Deficits in accordance with item (a) of the Pre-Enforcement Redemption Priority of Payments, or (iii) credited to the Reserve Fund in accordance with item (b) of the Pre-Enforcement Redemption Priority of Payments.

Further, Principal Addition Amounts and, on or prior to the Senior Note Redemption Date, amounts standing to the credit of the Reserve Fund will be available to cover any Revenue Deficits subject to the application of the Liquidity Availability Rules.

On or prior to the Senior Note Redemption Date, to the extent that the amount of Available Revenue Receipts on each Interest Payment Date exceeds the aggregate of the payments required to be met under items (a) to (g) (inclusive) of the Pre-Enforcement Revenue Priority of Payments, such excess is available to replenish the Reserve Fund up to and including an amount equal to the Reserve Fund Required Liquidity Amount. For the avoidance of doubt, following the Senior Note Redemption Date, item (h) of the Pre-Enforcement Revenue Priority of Payments is not applicable.

To the extent that the amount of Available Revenue Receipts on each Interest Payment Date exceeds the aggregate of the payments required to be met under items (a) to (p) (inclusive) of the Pre-Enforcement Revenue Priority of Payments, such excess is available to credit the Reserve Fund up to an amount equal to the Reserve Fund Required Amount.

In certain circumstances and subject to certain conditions, the Reserve Fund will be available for credit enhancement and liquidity support to the Notes as to which see further "*Credit Structure – Reserve Fund and Reserve Fund Ledger*".

On each Interest Payment Date, to the extent that the amount of Available Revenue Receipts exceeds the aggregate of the payments required to be met under items (a) to (w) (inclusive) of the Pre-Enforcement Revenue Priority of Payments, such excess is available to repay principal amounts outstanding on the Class X Notes until the Principal Amount Outstanding on the Class X Notes has been reduced to zero.

On each Interest Payment Date from and including the Optional Redemption Date, to the extent that the amount of Available Revenue Receipts exceeds the aggregate of the payments required to be met under items (a) to (r) (inclusive) of the Pre-Enforcement Revenue Priority of Payments, such excess is available to first, repay principal amounts outstanding on the Class E Notes until the Principal Amount Outstanding on the Class E Notes has been reduced to zero then second, repay principal amounts outstanding on the Class D Notes until the Principal Amount Outstanding on the Class D Notes has been reduced to zero then third, repay principal amounts outstanding on the Class C Notes until the Principal Amount Outstanding on the Class C Notes has been reduced to zero then fourth, repay principal amounts outstanding on the Class B Notes until the Principal Amount Outstanding on the Class B Notes has been reduced to zero.

On each Interest Payment Date from and including the Optional Redemption Date, to the extent that the amount of Available Revenue Receipts exceeds the aggregate of the payments required to be met under items (a) to (v) (inclusive) of the Pre-Enforcement Revenue Priority of Payments, such excess is available as Enhanced Amortisation Amounts to be applied as Available Redemption Receipts in accordance with the Pre-Enforcement Redemption Priority of Payments.

2. **Reserve Fund and Reserve Fund Ledger**

On the Closing Date, the Issuer will establish a reserve fund (the "**Reserve Fund**") which will, under certain circumstances and subject to certain conditions, be available for credit enhancement and liquidity support for the Notes.

The Reserve Fund will provide credit enhancement to the Class A Notes at all times. At any time after the Class A Note Redemption Date, the Reserve Fund will provide credit enhancement to the Class B Notes.

Following the Class A Note Redemption Date but on or prior to the Senior Note Redemption Date the amount (if any) by which the balance to the Reserve Fund exceeds the Reserve Fund Required Liquidity Amount shall provide credit enhancement to all Classes of Notes (other than the Class X Notes).

Following the Senior Note Redemption Date all amounts standing to the Reserve Fund shall be available to provide credit enhancement to all Classes of Notes (other than the Class X Notes).

Notwithstanding the provisions of the foregoing paragraphs, following delivery of an Enforcement Notice, the Reserve Fund shall provide credit enhancement to all Classes of Notes.

The Reserve Fund will provide liquidity support to the Class A Notes at all times. Prior to the Class A Note Redemption Date the Reserve Fund will provide conditional liquidity support to the Class B Notes.

Following the Class A Note Redemption Date the entire balance of the Reserve Fund will unconditionally provide liquidity support to the Class B Notes and the amount by which the balance standing to the Reserve Fund exceeds the Reserve Fund Required Liquidity Amount (if any) shall unconditionally provide liquidity support to all other Classes of Notes (other than the Class Z Notes).

Following the Senior Note Redemption Date all amounts standing to the Reserve Fund shall provide liquidity support to all Classes of Notes (other than the Class Z Notes).

The Reserve Fund will be deposited in the Issuer Account (with a corresponding credit being made to the Reserve Fund Ledger). The Cash Manager will maintain the Reserve Fund Ledger pursuant to the Cash Management Agreement to record the balance from time to time of the Reserve Fund.

On the Closing Date the Cash Manager will credit the Reserve Fund with an amount equal to the Reserve Fund Required Liquidity Amount from a portion of the proceeds of the issuance of the Notes. Thereafter, the Reserve Fund shall be credited on each Interest Payment Date (prior to the service of an Enforcement Notice) and other than an Interest Payment Date immediately following the Optional Portfolio Purchase Completion Date or the Risk Retention Regulatory

Change Option Date or the Redemption Event Purchase Completion Date) (A) (on or prior to the Senior Note Redemption Date only) up to the Reserve Fund Required Liquidity Amount on each Interest Payment Date at item (h) of the Pre-Enforcement Revenue Priority of Payments and (B) up to the Reserve Fund Required Amount at item (q) of the Pre-Enforcement Revenue Priority of Payments, in all cases, to the extent of the availability of funds for such purpose and in accordance with the Pre-Enforcement Revenue Priority of Payments and provided that prior to the Senior Note Redemption Date, if, on such Interest Payment Date, the balance of the Reserve Fund is not equal to the Reserve Fund Required Liquidity Amount following the application of Available Revenue Receipts in the manner described above, Available Redemption Receipts shall be applied in accordance with the provisions of item (b) of the Pre-Enforcement Redemption Priority of Payments to credit the Reserve Fund up to the Reserve Fund Required Liquidity Amount to the extent funds are available for such purpose.

On or prior to the Class A Note Redemption Date, amounts standing to the credit of the Reserve Fund will not be applied as Available Revenue Receipts but shall be available to make Reserve Fund drawings subject to the Liquidity Availability Rules outlined below.

Following the Class A Note Redemption Date, the entire balance of the Reserve Fund will be applied as Available Revenue Receipts.

On or prior to the Senior Note Redemption Date, following the application of Available Revenue Receipts pursuant to the Pre-Enforcement Revenue Priority of Payments, all amounts then standing to the Reserve Fund shall be available for Reserve Fund Drawings subject to the Liquidity Availability Rules as outlined below. For the avoidance of doubt, following the Senior Note Redemption Date, the Reserve Fund Drawings will no longer be applicable.

On or prior to the Senior Note Redemption Date, the Cash Manager will, subject to the Liquidity Availability Rules and to the extent applicable, following a determination made by it on the immediately preceding Calculation Date, (for the avoidance of doubt following the application of Available Revenue Receipts in accordance with the Pre-Enforcement Revenue Priority of Payments) apply Reserve Fund Drawings in an amount equal to the lesser of (i) the balance standing to the Reserve Fund, and (ii) the aggregate amount of any Revenue Deficits. On each Interest Payment Date falling on or prior to the Senior Note Redemption Date, the Cash Manager shall apply the Reserve Fund Drawings to cover Revenue Deficits in the order of priority in which the item corresponding to the relevant Revenue Deficit appears in the Pre-Enforcement Revenue Priority of Payments.

"Revenue Deficit" means, the amount required on an Interest Payment Date to meet any deficit in Available Revenue Receipts available to pay amounts due (or that would be due but for any deferral provision relating thereto pursuant to Condition 18 (*Subordination by Deferral*)) in respect of any of items (a) to (g), (i), (j), (l) and/or (n) of the Pre-Enforcement Revenue Priority of Payments determined in respect of such Interest Payment Date in accordance with the Liquidity Availability Rules on such Interest Payment Date, and the aggregate of such Revenue Deficits being **"Revenue Deficits"**.

The **"Liquidity Availability Rules"** are:

- (a) Principal Addition Amounts and Reserve Fund Drawings and amounts standing to the credit of the Reserve Fund shall be available at all times to provide for Revenue Deficits under items (a) to (e) of the Pre-Enforcement Revenue Priority of Payments;
- (b) Reserve Fund Drawings shall be available at all times to provide for Revenue Deficits under item (f) of the Pre-Enforcement Revenue Priority of Payments;
- (c) **provided that** the Class B Notes are the Most Senior Class of Notes, Reserve Fund Drawings shall be available in relation to Revenue Deficits corresponding to items (g) and (i) of the Pre-Enforcement Revenue Priority of Payments at all times;
- (d) **provided that** the corresponding Class of Notes are the Most Senior Class of Notes outstanding at such time, Principal Addition Amounts shall be available in relation to

Revenue Deficits corresponding to items (g), (j), (l) and (n) of the Pre-Enforcement Revenue Priority of Payments; and

- (e) at all other times and in relation to item (g) only, amounts corresponding to the amount standing to the credit of the Reserve Fund and Principal Addition Amounts shall be available to provide for a Revenue Deficit should: (i) (in relation to amounts standing to the credit of the Reserve Fund) following application of Available Revenue Receipts on such date, there be no debit entry on the Class B Principal Deficiency Sub-Ledger; and (ii) (in relation to Principal Addition Amounts only), there would be no debit entry on the Class B Principal Deficiency Sub-Ledger following application of such amounts to meet the relevant Revenue Deficit.

On any Calculation Date, if the Cash Manager determines that following application of any amounts standing to the Reserve Fund to provide for any Revenue Deficits on the immediately following Interest Payment Date in the manner outlined above, the amount so applied would be insufficient to provide for such Revenue Deficit in full then, subject to the application of the Liquidity Availability Rules, the Cash Manager shall in accordance with and pursuant to the Pre-Enforcement Redemption Priority of Payments, retain an amount of Available Redemption Receipts and apply the same in or toward satisfaction of such continuing Revenue Deficit ("**Principal Addition Amounts**").

On the Final Redemption Date all amounts standing to the credit of the Reserve Fund will be applied (after first, having applied any Reserve Fund Drawings (subject to the application of the Liquidity Availability Rules) and following the application of the Pre-Enforcement Revenue Priority of Payments) to meet any Revenue Deficit on the Final Redemption Date as Available Redemption Receipts in accordance with the Pre-Enforcement Redemption Priority of Payments.

The "**Reserve Fund Required Liquidity Amount**" means on the Closing Date £4,122,000; and thereafter on any Interest Payment Date an amount equal to the lesser of:

- (a) 2.25% of the Principal Amount Outstanding of the Class A Notes and the Class B Notes on the Closing Date; and
- (b) 3.00% of the Principal Amount Outstanding of the Class A Notes and the Class B Notes on a Calculation Date (for the avoidance of doubt, prior to the application of Available Revenue Receipts and Available Redemption Receipts on the immediately following Interest Payment Date).

The "**Reserve Fund Required Amount**" means 2.05% of the Capital Balance of the Mortgage Portfolio on the Cut-Off Date.

For more information about the application of the amounts standing to the credit of the Reserve Fund, see the section "*Cashflows – Application of Monies released from the Reserve Fund*" below.

3. **Principal Deficiency Ledger**

The Principal Deficiency Ledger will be established on the Closing Date to record any Losses affecting the Mortgage Loans in the Mortgage Portfolio and/or any Principal Addition Amounts (determined in accordance with the Liquidity Availability Rules) and/or amounts credited to the Reserve Fund in accordance with item (b) of the Pre-Enforcement Redemption Priority of Payments. At or about the same time, the Cash Manager shall establish five Principal Deficiency Sub-Ledgers, being the Class A Principal Deficiency Sub-Ledger, Class B Principal Deficiency Sub-Ledger, Class C Principal Deficiency Sub-Ledger, Class D Principal Deficiency Sub-Ledger and Junior Principal Deficiency Sub-Ledger.

Any Losses on the Mortgage Portfolio and/or any Principal Addition Amounts and/or any amounts credited to the Reserve Fund in accordance with item (b) of the Pre-Enforcement Redemption Priority of Payments will be recorded as a debit on the Principal Deficiency Ledger (on the date that the Cash Manager is informed of such Losses by the Servicer or on the Calculation Date that such Principal Addition Amounts, or (ii) such amounts to be credited to the Reserve Fund pursuant item (b) of the Pre-Enforcement Redemption Priority of Payments, are

determined by the Cash Manager (as applicable) and shall be allocated to the relevant Principal Deficiency Sub-Ledger in the following order of priority:

- (a) *first*, to the Junior Principal Deficiency Sub-Ledger up to a maximum amount equal to the Junior PDL Notional Capacity;
- (b) *second*, to the Class D Principal Deficiency Sub-Ledger up to a maximum amount equal to the Principal Amount Outstanding of the Class D Notes;
- (c) *third*, to the Class C Principal Deficiency Sub-Ledger up to a maximum amount equal to the Principal Amount Outstanding of the Class C Notes;
- (d) *fourth*, to the Class B Principal Deficiency Sub-Ledger up to a maximum amount equal to the Principal Amount Outstanding of the Class B Notes; and
- (e) *fifth*, to the Class A Principal Deficiency Sub-Ledger up to a maximum amount equal to the Principal Amount Outstanding of the Class A Notes.

Investors should note that realised Losses in any period will be calculated after applying any recoveries from the sale of a property which is secured in respect of any Mortgage Loan following enforcement of such Mortgage Loan to outstanding fees and interest amounts due and payable on such relevant Mortgage Loan.

The Cash Manager will record as a credit, PDL Cure Amounts expressed to be credited to the relevant Principal Deficiency Sub-Ledger in accordance with the Pre-Enforcement Revenue Priority of Payments (in the case of Available Revenue Receipts) or, in the case of Reserve Fund Drawings, amounts expressed to relate to items (f) or (i) of the Pre-Enforcement Revenue Priority of Payments.

"Junior PDL Notional Capacity" means on any Calculation Date the sum of:

- (a) the Principal Amount Outstanding of the Class E Notes;
- (b) the Principal Amount Outstanding of the Class Z Notes; and
- (c) the Accumulated Overcollateralisation.

"Accumulated Overcollateralisation" means on any Calculation Date an amount equal to the aggregate of Available Revenue Receipts applied (i) to redeem the Class E Notes pursuant to item (s) of the Pre-Enforcement Revenue Priority of Payments, (ii) to redeem the Class D Notes pursuant to item (t) of the Pre-Enforcement Revenue Priority of Payments, (iii) to redeem the Class C Notes pursuant to item (u) of the Pre-Enforcement Revenue Priority of Payments and (iv) to redeem the Class B Notes pursuant to item (v) of the Pre-Enforcement Revenue Priority of Payments and (v) as Available Redemption Receipts pursuant to item (w) of the Pre-Enforcement Revenue Priority of Payments, in each case from the Optional Redemption Date to (and including) the immediately preceding Interest Payment Date.

4. **Available Revenue Receipts and Available Redemption Receipts**

Prior to the service of an Enforcement Notice on the Issuer, Available Revenue Receipts and Available Redemption Receipts shall be applied on each Interest Payment Date (other than an Interest Payment Date immediately following the Optional Portfolio Purchase Completion Date or the Risk Retention Regulatory Change Option Date or the Redemption Event Purchase Completion Date) in accordance with the Pre-Enforcement Revenue Priority of Payments and the Pre-Enforcement Redemption Priority of Payments, respectively. It is not intended that any surplus will be accumulated in the Issuer other than amounts which the Issuer expects to generate in each accounting period as its profit in respect of the business of the Issuer and, on or prior to the Class A Note Redemption Date, amounts standing to the credit of the Reserve Fund.

If, on any Interest Payment Date while there are Rated Notes outstanding, the Available Revenue Receipts, Reserve Fund Drawings (to the extent applicable) and Principal Addition Amounts are insufficient 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 or, should they be the Most Senior Class of Notes, the Class B Notes, then the Issuer will be entitled under Condition 18 (Subordination by Deferral) to defer payment of that amount (to the extent of the insufficiency) until the following Interest Payment Date. Any such deferral in accordance with the deferral provisions contained in the Conditions will not constitute an Event of Default or Potential Event of Default until the Final Maturity Date. However, failure to pay interest on the Class A Notes or, should they be the Most Senior Class of Notes, the Class B Notes within any applicable grace period in accordance with the Conditions shall constitute an Event of Default under the Notes which may result in the Security Trustee enforcing the Security.

With respect to the Class X Notes, if the Issuer has insufficient funds to make payment in full of all amounts of interest payable in respect thereto on any Interest Payment Date, in accordance with Condition 18 (*Subordination by Deferral*) such amounts of interest shall be cancelled and shall no longer be due and payable. Such cancellation will not constitute an Event of Default or Potential Event of Default.

CASHFLOWS

Pursuant to and in accordance with the terms of the Cash Management Agreement, on each Calculation Date prior to the service of an Enforcement Notice upon the Issuer, the Cash Manager shall calculate the amount of Available Revenue Receipts and Available Redemption Receipts available for application on the immediately following Interest Payment Date, together with (on or prior to the Senior Note Redemption Date and without double counting) any amounts standing to the credit of the Reserve Fund and to be applied in relation to a Revenue Deficit on such Interest Payment Date.

On each Calculation Date, the Cash Manager shall perform its determinations in the following order:

- (a) *first*, the allocation of amounts determined to constitute Available Revenue Receipts shall be determined pursuant to the provisions of the Pre-Enforcement Revenue Priority of Payments;
- (b) *second*, the allocation of amounts standing to the credit of the Reserve Fund to be applied in relation to a Revenue Deficit; and
- (c) *third*, the allocation of amounts determined to constitute Available Redemption Receipts shall be determined pursuant to the provisions of the Pre-Enforcement Redemption Priority of Payments.

Definition of Revenue Receipts

"Revenue Receipts" means (without double-counting) the aggregate of:

- (a) payments of interest and other fees due from time to time under the Mortgage Loans (including payments on arrears of interest but excluding payments relating to capitalised arrears and capitalised expenses arising on or prior to the Cut-Off Date) and other amounts including the proceeds of enforcement of the Mortgage Loans to the extent such proceeds relate to fees and interest received by the Issuer in respect of the Mortgage Loans and their Related Security;
- (b) recoveries of arrears of principal arising on or prior to the Cut-Off Date;
- (c) any early repayment charges and other fees which are received in respect of any Mortgage Loan;
- (d) the proceeds of repurchase of a Mortgage Loan by the Seller from the Issuer (or in the case of the non-existence of a Mortgage Loan, the indemnity payment from the Seller to the Issuer) pursuant to the Mortgage Sale Agreement in excess of the Capital Balance (or, where a Borrower have exercised a right of set-off or in the case of the non-existence of a Mortgage Loan, the Capital Balance that it would have been prior to the exercise of such right of set-off, or had such Mortgage Loan have existed, as the case may be) but where, for the purposes of this provision Capital Balance does not include amounts which have been capitalised subsequent to the Cut-Off Date;
- (e) any payment pursuant to any Mortgagee Insurance Policy in respect of a Property or the Financial Interests Policy in connection with a Mortgage Loan in the Mortgage Portfolio (to the extent that the same are not applied towards the payment of any principal amount due under the Mortgage Loan);
- (f) any recoveries in respect of any Mortgage Loan relating to any Collection Period after the Collection Period in which a Loss is recognised in respect of such Mortgage Loan; and
- (g) any other amounts received in respect of a Mortgage Loan which are not classified as Redemption Receipts.

"Mortgagee Insurance Policy" means all buildings insurance policies relating to a Mortgage Loan and the related Property from time to time which has been taken out (a) in the name of the relevant Borrower or (b) in the name of the landlord in the case of leasehold Properties where the relevant landlord is responsible for insuring the Property and assigned to the Seller or with the interest of the Seller (as mortgagee or heritable creditor) endorsed or noted thereon.

Definition of Available Revenue Receipts

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

- (a) Revenue Receipts and/or, if one or more of the Monthly Collection Periods falling in the immediately preceding Collection Period was a Determination Period, 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 corresponding to the immediately preceding Collection Period;
- (b) interest payable to the Issuer on the Issuer Accounts and received in the immediately preceding Collection Period;
- (c) only following the Class A Note Redemption Date, the amount (if any) standing to the credit of the Reserve Fund as at the last day of the immediately preceding Collection Period;
- (d) on each Interest Payment Date following a Determination Period, any Reconciliation Amounts deemed to be Available Revenue Receipts in accordance with the Cash Management Agreement;
- (e) amounts determined to be credited to the Issuer Account on the immediately preceding Interest Payment Date in accordance with item (r) of the Pre-Enforcement Revenue Priority of Payments;
- (f) amounts determined to be applied as Available Revenue Receipts on the immediately succeeding Interest Payment Date in accordance with item (i) of the Pre-Enforcement Redemption Priority of Payments; and
- (g) other net income of the Issuer corresponding to the immediately preceding Collection Period, excluding any Redemption Receipts;

less:

- (h) any Third Party Amounts paid from the Issuer Account to the persons entitled thereto and relating to the immediately preceding Collection Period.

"**Calculated Revenue Receipts**" means the product of (a) the Interest Determination Ratio and (b) all collections received by the Issuer during a Determination Period.

"**Calculated Redemption Receipts**" means the product of (a) 1 minus the Interest Determination Ratio and (b) all collections received by the Issuer during a Determination Period.

"**Determination Period**" means a period consisting of one or more consecutive Monthly Collection Periods in which the Cash Manager does not receive Servicer Reports that it is due to receive during such period.

"**Interest Determination Ratio**" means, on any Interest Payment Date, (a) the aggregate Revenue Receipts calculated in the three preceding Monthly Collection Periods in respect of which all relevant Servicer Reports are available (or, where there are not at least three such previous Monthly Collection Periods, any such previous Monthly Collection Periods) divided by (b) the aggregate of all Revenue Receipts and all Redemption Receipts calculated in such Servicer Reports.

"**Reconciliation Amount**" means in respect of any Monthly Collection 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 Monthly Collection Period, *plus* (c) any Reconciliation Amount (which for the avoidance of doubt may be a positive or negative number) not applied on any previous Interest Payment Date, **provided that** if the result of such calculation is a negative number, the Cash Manager shall deem an amount equal to the absolute amount of such negative Reconciliation Amount to constitute Available Revenue Receipts and if the result of such calculation is a positive number, the Cash Manager shall deem an amount equal to such Reconciliation Amount to constitute Available Redemption Receipts.

"Third Party Amounts" means the amounts applied from time to time during the immediately preceding Collection Period in accordance with the Servicing Agreement and Cash Management Agreement in making payment of certain monies which properly belong to third parties (including the Seller) and to the extent that such amounts are not provided for separately in the relevant Priority of Payments, such third party amounts including (but not limited to):

- (a) certain costs and expenses charged by the Servicer in respect of its servicing of the Mortgage Loans in accordance with the Servicing Agreement, other than any Servicing Fee and not otherwise covered by the items below;
- (b) payments of certain insurance premiums in respect of the Insurance Policies (to the extent referable to the Mortgage Loans);
- (c) 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 to the extent that such amount is of a revenue nature;
- (d) 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;
- (e) any tax payments paid or payable by the Issuer during the immediately preceding Collection Period to the extent not funded from amounts standing to the credit of the Issuer Profit Ledger; and
- (f) without double counting, amounts required to (i) remedy any overdraft in relation to the Global Collection Account (insofar as such overdraft is attributable to the Issuer's Share of the Global Collection Account Trust) or Transaction Collection Accounts, (ii) to pay any amounts due to the Global Collection Account Bank (insofar as such amounts are attributable to the Issuer's Share of the Global Collection Account Trust) or Paratus Account Bank, or (iii) required to be retained in the Transaction Collection Accounts.

Application of Monies released from the Reserve Fund

On or prior to the Class A Note Redemption Date, amounts standing to the credit of the Reserve Fund will not be applied as Available Revenue Receipts. Rather, on each Interest Payment Date on or prior to the Class A Note Redemption Date and subject to the Liquidity Availability Rules, amounts standing to the Reserve Fund shall be applied directly as Reserve Fund Drawings toward any Revenue Deficit determined by the Cash Manager on the immediately preceding Calculation Date.

Following the Class A Note Redemption Date, amounts standing to the credit of the Reserve Fund shall be applied as Available Revenue Receipts on each Interest Payment Date.

On or prior to the Senior Note Redemption Date, but following the Class A Note Redemption Date, any amount standing to the Reserve Fund (being those amounts retained at item (h) and (q) of the Pre-Enforcement Revenue Priority of Payments on such Interest Payment Date (if any)), shall additionally, subject to the Liquidity Availability Rules, be available to be applied directly as Reserve Fund Drawings toward any Revenue Deficit determined by the Cash Manager on the immediately preceding Calculation Date (for the avoidance of doubt, after having applied Available Revenue Receipts pursuant to the provisions of the Pre-Enforcement Revenue Priority of Payments).

On or prior to the Senior Note Redemption Date, Reserve Fund Drawings shall be available in an amount equal to the lesser of (i) the balance standing to the Reserve Fund (for the avoidance of doubt, following application of Available Revenue Receipts pursuant to the Pre-Enforcement Revenue Priority of Payments), and (ii) the amount required on such Interest Payment Date to meet any deficit in Available Revenue Receipts available to pay amounts due (or that would be due but for any deferral provision relating thereto pursuant to Condition 18 (*Subordination by Deferral*)) in respect of any Revenue Deficits in accordance with and subject to the Liquidity Availability Rules on such Interest Payment Date. For the avoidance of doubt, following the Senior Note Redemption Date, Reserve Fund Drawings will no longer be applicable.

On the Final Redemption Date all amounts standing to the credit of the Reserve Fund will be applied (after first, having applied any Reserve Fund Drawings to meet any Revenue Deficit (subject to the

application of the Liquidity Availability Rules) and Available Revenue Receipts pursuant to the provisions of the Pre-Enforcement Revenue Priority of Payments) as Available Redemption Receipts in accordance with the Pre-Enforcement Redemption Priority of Payments.

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

Application of Available Revenue Receipts prior to the service of an Enforcement Notice on the Issuer

The Cash Manager, on behalf of the Issuer, is required pursuant to the terms of the Cash Management Agreement to apply or provide for the application of Available Revenue Receipts on each relevant Interest Payment Date prior to the service of an Enforcement Notice by the Note Trustee on the Issuer (other than an Interest Payment Date immediately following the Optional Portfolio Purchase Completion Date or the Risk Retention Regulatory Change Option Date or the Redemption Event Purchase Completion Date), and 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**" and, together with the Pre-Enforcement Redemption Priority of Payments and the Post-Enforcement 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 to the Note Trustee and any Appointee under the provisions of the Trust Deed and the other Transaction Documents together with any amounts in respect of VAT comprised therein as provided therein; and
 - (ii) any fees, costs, charges, liabilities, expenses and all other amounts then due to the Security Trustee and any Appointee under the provisions of the Deed of Charge and the other Transaction Documents together with any amounts in respect of VAT comprised therein 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 to them under the provisions of the Agency Agreement, together with any amounts in respect of VAT comprised therein as provided therein;
 - (ii) any amounts then due and payable to the Cash Manager and any fees, costs, charges, liabilities and expenses then due under the provisions of the Cash Management Agreement, together with any amounts in respect of VAT comprised therein as provided therein;
 - (iii) any amounts then due and payable to the Servicer and any fees, costs, charges, liabilities and expenses then due under the provisions of the Servicing Agreement, together with any amounts in respect of VAT comprised therein as provided therein;
 - (iv) any amount then due and payable to the Back-Up Servicer Facilitator and any fees, costs, charges, liabilities and expenses then due under the provisions of the Servicing Agreement, together with any amounts in respect of VAT comprised therein as provided therein;
 - (v) any amounts then due and payable to the Corporate Services Provider and any fees, costs, charges, liabilities and expenses then due under the provisions of the Corporate Services Agreement, together with any amounts in respect of VAT comprised therein as provided therein;

- (vi) any amounts then due and payable to the Issuer Account Bank and any fees, costs, charges, liabilities and expenses then due under the provisions of the Issuer Account Bank Agreement, together with any amounts in respect of VAT comprised therein as provided therein; and
 - (vii) (without double counting) any amounts then due and payable to the Global Collection Account Bank or Paratus Account Bank and any fees, costs, charges, liabilities and expenses then due under the provisions of the Paratus Account Bank Agreement insofar as any such amounts are attributable to the Issuer's Share of the Global Collection Account Trust and/or are attributable to the Transaction Collection Accounts, together with any amounts in respect of VAT comprised therein as provided therein;
- (c) *third*, to pay, *pro rata* and *pari passu* according to the respective amounts thereof (in each case without double counting) of:
- (i) any amounts then due and payable by the Issuer to third parties (the "**Third Party Expenses**") (if any) and any amounts (in excess of amounts already credited to the Issuer Profit Ledger prior to such Interest Payment Date and required to pay or discharge any liability of the Issuer for corporation tax); and
 - (ii) any Transfer Costs which the Servicer has failed to pay pursuant to the Servicing Agreement;
- (d) *fourth*, to pay the Issuer an amount equal to the Issuer Profit Amount;
- (e) *fifth*, to provide for amounts due on the relevant Interest Payment Date, to pay, *pro rata* and *pari passu*, interest due and payable on the Class A Notes;
- (f) *sixth*, for so long as the Class A Notes are outstanding 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);
- (g) *seventh*, to provide for amounts due on the relevant Interest Payment Date, to pay, *pro rata* and *pari passu*, interest due and payable on the Class B Notes;
- (h) *eighth*, on or prior to the Senior Note Redemption Date, to credit the Reserve Fund up to the Reserve Fund Required Liquidity Amount;
- (i) *ninth*, for so long as the Class B Notes are outstanding 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*, to provide for amounts due on the relevant Interest Payment Date, to pay, *pro rata* and *pari passu*, interest due and payable on the Class C Notes;
- (k) *eleventh*, for so long as the Class C Notes are outstanding to credit the Class C Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Available Redemption Receipts);
- (l) *twelfth*, to provide for amounts due on the relevant Interest Payment Date, to pay, *pro rata* and *pari passu*, interest due and payable on the Class D Notes;
- (m) *thirteenth*, for so long as the Class D Notes are outstanding to credit the Class D Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Available Redemption Receipts);
- (n) *fourteenth*, to provide for amounts due on the relevant Interest Payment Date, to pay, *pro rata* and *pari passu*, interest due and payable on the Class E Notes;
- (o) *fifteenth*, to credit the Junior 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);

- (p) *sixteenth*, to provide for amounts due on the relevant Interest Payment Date, to pay pro rata and pari passu, interest due and payable on the Class X Note;
- (q) *seventeenth*, to credit the Reserve Fund up to the Reserve Fund Required Amount;
- (r) *eighteenth*, on any Interest Payment Date falling within a Determination Period, all remaining amounts to be retained in the Issuer Account to be applied on the next Interest Payment Date as Available Revenue Receipts;
- (s) *nineteenth*, on any Interest Payment Date occurring on or after the Optional Redemption Date, in or towards repayment, *pro rata* and *pari passu*, of the principal amounts outstanding on the Class E Notes until the Principal Amount Outstanding on the Class E Notes is reduced to zero;
- (t) *twentieth*, on any Interest Payment Date occurring on or after the Optional Redemption Date, in or towards repayment, *pro rata* and *pari passu*, of the principal amounts outstanding on the Class D Notes until the Principal Amount Outstanding on the Class D Notes is reduced to zero;
- (u) *twenty-first*, on any Interest Payment date occurring on or after the Optional Redemption Date, in or towards repayment, *pro rata* and *pari passu*, of the principal amounts outstanding on the Class C Notes until the Principal Amount Outstanding on the Class C Notes is reduced to zero;
- (v) *twenty-second*, on any Interest Payment date occurring on or after the Optional Redemption Date, in or towards repayment, *pro rata* and *pari passu*, of the principal amounts outstanding on the Class B Notes until the Principal Amount Outstanding on the Class B Notes is reduced to zero;
- (w) *twenty-third*, on any Interest Payment Date occurring on or after the Optional Redemption Date (so long as any of the Rated Notes remain outstanding), to apply all amounts as Available Redemption Receipts;
- (x) *twenty-fourth*, in or towards repayment, *pro rata* and *pari passu*, of principal amounts outstanding on the Class X Notes until the Principal Amount Outstanding on the Class X Notes has been reduced to zero; and
- (y) *twenty-fifth*, any excess amounts *pro rata* and *pari passu* to the Certificateholders.

As used in this Prospectus:

"Appointee" means any attorney, manager, agent, delegate, nominee, custodian, financial adviser or other professional adviser or other person properly appointed or employed by the Note Trustee under the Trust Deed or the Security Trustee under the Deed of Charge (as applicable) to discharge any of its functions.

"Final Discharge Date" means the date on which the Security Trustee notifies the Issuer and the Secured Creditors that it is satisfied that all the Secured Obligations and/or all other monies and other liabilities due or owing by the Issuer have been paid or discharged in full.

"Final Redemption Date" means the Interest Payment Date in respect of which the Cash Manager determines on the immediately preceding Calculation Date (or on any other date falling after such Calculation Date but prior to the relevant Interest Payment Date) that the sum of:

- (a) the Available Redemption Receipts (excluding item (d) of the definition thereof); and
- (b) all amounts standing to the credit of the Reserve Fund (after first, having applied any Reserve Fund Drawings to meet any Revenue Deficit on such Interest Payment Date (subject to the application of the Liquidity Availability Rules)) and following the application of the Pre-Enforcement Revenue Priority of Payments,

would be sufficient to redeem in full the Rated Notes on the Interest Payment Date immediately succeeding the relevant Calculation Date and **provided that** such Interest Payment Date does not fall on or immediately following the Optional Portfolio Purchase Completion Date or the Risk Retention Regulatory Change Option Date or the Redemption Event Purchase Completion Date (whereupon, for the avoidance of doubt, amounts standing to the Reserve Fund shall be applied pursuant to the Post-

Enforcement Priority of Payments together with other amounts expressed to be available to the Issuer to effect the redemption in full of the Notes).

"Issuer Profit Amount" means £7,000 on each of the first three Interest Payment Dates following the Closing Date, and £250 on each Interest Payment Date falling thereafter, which shall be credited to the Issuer Profit Amount Ledger for the Issuer to retain as a profit for entering into the transaction.

"Transfer Costs" means the Issuer's costs and expenses associated with the transfer of servicing to a replacement servicer.

Definition of Redemption Receipts

"Redemption Receipts" means (without double-counting) the aggregate of:

- (a) principal repayments under the Mortgage Loans (including payments of amounts capitalised prior to the Cut-Off Date but excluding recoveries of arrears of principal where such arrears arose on or prior to the Cut-Off Date and amounts capitalised following the Cut-Off Date);
- (b) the proceeds of the repurchase of a Mortgage Loan by the Seller from the Issuer (or, in the case of the non-existence of a Mortgage Loan, the indemnity payment from the Seller to the Issuer) pursuant to the Mortgage Sale Agreement in an amount equal to the Capital Balance in respect of such Mortgage Loan (or, where a Borrower has exercised a right of set-off or in the case of the non-existence of a Mortgage Loan, the Capital Balance that it would have been prior to the exercise of such right of set-off, or had such Mortgage Loan have existed, as the case may be), where for the purposes of this provision Capital Balance does not include amounts which have been capitalised subsequent to the Cut-Off Date;
- (c) recoveries of principal from defaulting Borrowers under Mortgage Loans (excluding on any arrears of principal arising on or prior to the Cut-Off Date and on amounts capitalised following the Cut-Off Date) upon enforcement and sale of the relevant property acting as security for such Mortgage Loan and following receipt of such associated funds or any amounts recovered from third parties to the extent that such proceeds or receipts constitute principal provided that any amounts recovered relating to any Collection Period following (but not including) the Collection Period in which a Loss has been recognised shall not be deemed to constitute Redemption Receipts and shall rather be applied as Revenue Receipts;
- (d) any payment pursuant to any Mortgagee Insurance Policy in respect of a Property or the Financial Interests Policy in connection with a Mortgage Loan in the Mortgage Portfolio (to the extent that such payments are of a principal nature); and
- (e) any amount (if any) paid into the Issuer Account on the Closing Date equal to the amount by which the Principal Amount Outstanding of the aggregate of the Notes exceeds the aggregate Capital Balance of the Mortgage Loans as at the Cut-Off Date.

Definition of Available Redemption Receipts

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

- (a) Redemption Receipts and/or, if one or more of the Monthly Collection Periods falling in the immediately preceding Collection Period was 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) received by the Issuer corresponding to the immediately preceding Collection Period;
- (b) any amounts of Available Revenue Receipts retained pursuant to items (f), (i), (k), (m) and (o) of the Pre-Enforcement Revenue Priority of Payments and deemed to be Available Redemption Receipts, or any amounts of Reserve Fund Drawings corresponding to items (f) or (i) of the Pre-Enforcement Revenue Priority of Payments and deemed to constitute Available Redemption Receipts;
- (c) any Enhanced Amortisation Amounts;

- (d) on the Final Redemption Date only, all amounts standing to the credit of the Reserve Fund (after first, having applied any Reserve Fund Drawings to meet any Revenue Deficit on the Final Redemption Date (subject to the application of the Liquidity Availability Rules)) and following the application of the Pre-Enforcement Revenue Priority of Payments; and
- (e) on each Interest Payment Date following a Determination Period, any Reconciliation Amounts deemed to be Available Redemption Receipts in accordance with the Cash Management Agreement,

less:

- (f) amounts under a Direct Debit which were transferred to the Issuer Account but thereafter 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 to the extent that such amount is of a principal nature.

"**Enhanced Amortisation Amounts**" means any amounts which are to be applied as Available Redemption Receipts in accordance with item (w) of the Pre-Enforcement Revenue Priority of Payments.

Application of Available Redemption 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 on the Issuer (other than an Interest Payment Date immediately following the Optional Portfolio Purchase Completion Date or the Risk Retention Regulatory Change Option Date or the Redemption Event Purchase Completion Date), and 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 Cash Manager on behalf of the Issuer is required pursuant to the terms of the Cash Management Agreement to apply Available Redemption Receipts 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 (subject to the application of the Liquidity Availability Rules) to be applied towards the reduction of any Revenue Deficit;
- (b) *second*, prior to the Senior Note Redemption Date, to credit the Reserve Fund up to the Reserve Fund Required Liquidity Amount, **provided that** (i) should the Class A Notes be the Most Senior Class of Notes no amount shall be applied pursuant to this provision should there be a debit entry on the Class A Principal Deficiency Sub-Ledger at such time, (ii) should the Class B Notes be the Most Senior Class of Notes no amount shall be applied pursuant to this provision should there be a debit entry on the Class B Principal Deficiency Sub-Ledger at such time and (iii) no amount shall be retained pursuant to this provision on the Final Redemption Date;
- (c) *third*, in or towards repayment, *pro rata* and *pari passu*, of principal amounts outstanding on the Class A Notes until the Principal Amount Outstanding on the Class A Notes has been reduced to zero;
- (d) *fourth*, in or towards repayment, *pro rata* and *pari passu*, of principal amounts outstanding on the Class B Notes until the Principal Amount Outstanding on the Class B Notes has been reduced to zero (the Principal Amount Outstanding of the Class B Notes to be determined for such purposes after application of Available Revenue Receipts in accordance with the provisions of the Pre-Enforcement Revenue Priority of Payments on such Interest Payment Date, for the avoidance of doubt, taking into account any amount of the Class B Notes redeemed pursuant to the Pre-Enforcement Revenue Priority of Payments on such Interest Payment Date);
- (e) *fifth*, in or towards repayment, *pro rata* and *pari passu*, of principal amounts outstanding on the Class C Notes until the Principal Amount Outstanding on the Class C Notes has been reduced to zero (the Principal Amount Outstanding of the Class C Notes to be determined for such purposes after application of Available Revenue Receipts in accordance with the provisions of the Pre-Enforcement Revenue Priority of Payments on such Interest Payment Date, for the avoidance of doubt, taking into account any amount of the Class C Notes redeemed pursuant to the Pre-Enforcement Revenue Priority of Payments on such Interest Payment Date);

- (f) *sixth*, in or towards repayment, *pro rata* and *pari passu*, of principal amounts outstanding on the Class D Notes until the Principal Amount Outstanding on the Class D Notes has been reduced to zero (the Principal Amount Outstanding of the Class D Notes to be determined for such purposes after application of Available Revenue Receipts in accordance with the provisions of the Pre-Enforcement Revenue Priority of Payments on such Interest Payment Date, for the avoidance of doubt, taking into account any amount of the Class D Notes redeemed pursuant to the Pre-Enforcement Revenue Priority of Payments on such Interest Payment Date);
- (g) *seventh*, in or towards repayment, *pro rata* and *pari passu*, of principal amounts outstanding on the Class E Notes until the Principal Amount Outstanding on the Class E Notes has been reduced to zero (the Principal Amount Outstanding of the Class E Notes to be determined for such purposes after application of Available Revenue Receipts in accordance with the provisions of the Pre-Enforcement Revenue Priority of Payments on such Interest Payment Date, for the avoidance of doubt, taking into account any amount of the Class E Notes redeemed pursuant to the Pre-Enforcement Revenue Priority of Payments on such Interest Payment Date);
- (h) *eighth*, in or towards repayment, *pro rata* and *pari passu*, of principal amounts outstanding on the Class Z Notes until the Principal Amount Outstanding of the Class Z Notes has been reduced to zero; and
- (i) *ninth*, any excess amounts to be applied as Available Revenue Receipts.

Distributions following the service of an Enforcement Notice on the Issuer

(I) On any day 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 by the Issuer, the Security Trustee or any Receiver and (II) on the Interest Payment Date immediately following the Optional Portfolio Purchase Completion Date or the Risk Retention Regulatory Change Option Date or the Redemption Event Purchase Completion Date, the Issuer (or the Cash Manager on its behalf), will apply all amounts expressed to be available to be applied on such date 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**"):

- (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 any amounts in respect of VAT comprised therein 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 any amounts in respect of VAT comprised therein 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 any amounts in respect of VAT comprised therein as provided therein;
 - (ii) any amounts then due and payable to the Cash Manager and any fees, costs, charges, liabilities and expenses then due under the provisions of the Cash Management Agreement, together with any amounts in respect of VAT comprised therein as provided therein;

- (iii) any amounts then due and payable to the Servicer and any fees, costs, charges, liabilities and expenses then due under the provisions of the Servicing Agreement, together with any amounts in respect of VAT comprised therein as provided therein;
 - (iv) any amounts then due and payable to the Back-Up Servicer Facilitator and any fees, costs, charges, liabilities and expenses then due and payable to the Back-Up Servicer Facilitator under the provisions of the Servicing Agreement together with any amounts in respect of VAT comprised therein as provided therein;
 - (v) any amounts then due and payable to the Corporate Services Provider and any fees, costs, charges, liabilities and expenses then due and payable to the Corporate Services Provider under the provisions of the Corporate Services Agreement together with any amounts in respect of VAT comprised therein as provided therein;
 - (vi) any amounts then due and payable to the Issuer Account Bank and any fees, costs, charges, liabilities and expenses then due and payable to the Issuer Account Bank under the provisions of the Issuer Account Bank Agreement, together with any amounts in respect of VAT comprised therein as provided therein; and
 - (vii) (without double counting) any amounts then due and payable to the Global Collection Account Bank or Paratus Account Bank and any fees, costs, charges, liabilities and expenses then due under the provisions of the Paratus Account Bank Agreement insofar as any such amounts are attributable to the Issuer's Share of the Global Collection Account Trust and/or are attributable to the Transaction Collection Accounts, together with any amounts in respect of VAT comprised therein 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, *pro rata* and *pari passu*, interest due and payable on the Class A Notes;
 - (e) *fifth*, to pay, *pro rata* and *pari passu*, according to the respective outstanding amount thereof, principal due and payable on the Class A Notes until the Principal Amount Outstanding on the Class A Notes has been reduced to zero;
 - (f) *sixth*, to pay, *pro rata* and *pari passu*, interest due and payable on the Class B Notes;
 - (g) *seventh*, to pay, *pro rata* and *pari passu*, principal due and payable on the Class B Notes until the Principal Amount Outstanding on the Class B Notes has been reduced to zero;
 - (h) *eighth*, to pay, *pro rata* and *pari passu*, interest due and payable on the Class C Notes;
 - (i) *ninth*, to pay, *pro rata* and *pari passu*, principal due and payable on the Class C Notes until the Principal Amount Outstanding on the Class C Notes has been reduced to zero;
 - (j) *tenth*, to pay, *pro rata* and *pari passu*, interest due and payable on the Class D Notes;
 - (k) *eleventh*, to pay, *pro rata* and *pari passu*, principal due and payable on the Class D Notes until the Principal Amount Outstanding on the Class D Notes has been reduced to zero;
 - (l) *twelfth*, to pay, *pro rata* and *pari passu*, interest due and payable on the Class E Notes;
 - (m) *thirteenth*, in or towards repayment, *pro rata* and *pari passu*, of principal due and payable on the Class E Notes until the Principal Amount Outstanding on the Class E Notes has been reduced to zero;
 - (n) *fourteenth*, to pay, *pro rata* and *pari passu*, interest due and payable on the Class X Notes;
 - (o) *fifteenth*, in or towards repayment, *pro rata* and *pari passu*, of principal due and payable on the Class X Notes until the Principal Amount Outstanding on the Class X Notes has been reduced to zero;

- (p) *sixteenth*, in or towards repayment, *pro rata* and *pari passu*, of principal due and payable on the Class Z Notes until the Principal Amount Outstanding on the Class Z Notes has been reduced to zero;
- (q) *seventeenth*, without double-counting, to pay any Third Party Expenses (if any) and any amounts in excess of amounts already credited to the Issuer Profit Ledger prior to such Interest Payment Date and required to discharge any liability of the Issuer for corporation tax;
- (r) *eighteenth*, to pay the Issuer Profit Amount; and
- (s) *nineteenth*, to pay any excess amounts *pro rata* and *pari passu* to the Certificateholders.

DESCRIPTION OF THE GLOBAL NOTES

General

Each Class of Notes as at the Closing Date will each be represented by a Global Note. All capitalised terms not defined in this paragraph shall be as defined in the Conditions of the Notes. The Notes are intended to be held under the New Safekeeping Structure.

The Global Notes will be deposited on or about the Closing Date with a common safekeeper for both Euroclear and Clearstream, Luxembourg (the "**Common Safekeeper**") and will be registered in the name of a nominee of the Common Safekeeper.

The Issuer will procure that the Registrar maintains a register in which the Registrar will record the Common Safekeeper as the owner of the Global Notes.

Upon confirmation by the Common Safekeeper that it, or a nominee thereof, has custody of the Global Notes, Euroclear or Clearstream, Luxembourg, as the case may be, will record in book-entry form interests representing beneficial interests in the Global Note attributable thereto ("**Book-Entry Interests**").

Book-Entry Interests in respect of each Global Note will be recorded in denominations of £100,000 and, for so long as the rules of Euroclear or Clearstream, Luxembourg so permit, 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 or the Residual Certificate Book-Entry Interests through Participants or through other Indirect Participants ("**Indirect Participants**"), including, as applicable, banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with Euroclear or Clearstream, Luxembourg, either directly or indirectly. Book-Entry Interests will not be held in definitive form. Instead, Euroclear and Clearstream, Luxembourg, as applicable, will credit the Participants' accounts with the respective Book-Entry Interests beneficially owned by such Participants on each of their respective book-entry registration and transfer systems. The accounts initially credited will be designated by the Joint Lead Managers. Ownership of Book-Entry Interests will be shown on, and transfers of Book-Entry Interests or the interests therein will be effected only through, records maintained by Euroclear or Clearstream, Luxembourg (with respect to the interests of their Participants) and on the records of Participants or Indirect Participants (with respect to the interests of Indirect Participants). The laws of some jurisdictions or other applicable rules may require that certain purchasers of securities take physical delivery of such securities in definitive form. The foregoing limitations may therefore impair the ability to own, transfer or pledge Book-Entry Interests.

So long as a nominee for the Common Safekeeper is the registered holder of the Global Note underlying the Book-Entry Interests, the nominee for the Common Depository will be considered the sole Noteholder of the Global Note for all purposes under the Trust Deed and the Agency Agreement. Except as set out under "*Issuance of Definitive Notes*", below, Participants or Indirect Participants will not be entitled to have Notes registered in their names, will not receive or be entitled to receive physical delivery of Notes in definitive registered form and will not be considered the holders thereof under the Trust Deed. Accordingly, each person holding a Book-Entry Interest must rely on the rules and procedures of Euroclear or Clearstream, Luxembourg, as the case may be, and Indirect Participants must rely on the procedures of the Participants or Indirect Participants through which such person owns its interest in the relevant Book-Entry Interests, to exercise any rights and obligations of a holder of Notes under the Trust Deed. See "*Action in respect of the Global Notes and the Book-Entry Interests*", below.

Unlike legal owners or holders of the Notes, holders of the Book-Entry Interests will not have the right under the Trust Deed to act upon solicitations by the Issuer or consents or requests by the Issuer for waivers or other actions from Noteholders. Instead, a holder of Book-Entry Interests will be permitted to act only to the extent it has received appropriate proxies to do so from Euroclear or Clearstream, Luxembourg, as the case may be, and, if applicable, their Participants. There can be no assurance that procedures implemented for the granting of such proxies will be sufficient to enable holders of Book-Entry Interests to vote on any requested actions on a timely basis. Similarly, upon the occurrence of an Event of Default under the Global Note, holders of Book-Entry Interests will be restricted to acting through Euroclear or Clearstream, Luxembourg unless and until Definitive Notes are issued in accordance with the Conditions. There can be no assurance that the procedures to be implemented by Euroclear and

Clearstream, Luxembourg under such circumstances will be adequate to ensure the timely exercise of remedies under the Trust Deed.

In the case of a Global Note, unless and until Book-Entry Interests are exchanged for Definitive Notes, the Global Note held by the Common Safekeeper or a nominee thereof may not be transferred except as a whole by the Common Safekeeper or nominee thereof to a successor of the Common Safekeeper or nominee thereof.

Purchasers of Book-Entry Interests in a Global Note will hold Book-Entry Interests in the Global Note relating thereto. Investors may hold their Book-Entry Interests in respect of a Global Note directly through Euroclear or Clearstream, Luxembourg (in accordance with the provisions set out under "*Transfers and Transfer Restrictions*", below), if they are account holders in such systems, or indirectly through organisations which are account holders in such systems. Euroclear and Clearstream, Luxembourg will hold Book-Entry Interests in the Global Note on behalf of their account holders through securities accounts in the respective account holders' names on Euroclear's and Clearstream, Luxembourg's respective book-entry registration and transfer systems.

Although Euroclear and Clearstream, Luxembourg have agreed to certain procedures to facilitate transfers of Book-Entry Interests among account holders of Euroclear and Clearstream, Luxembourg, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. None of the Issuer, the Arrangers, 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.

"**Common Depositary**" means a common depository where Global Notes will be deposited for Clearstream Banking, *société anonyme* ("**Clearstream, Luxembourg**") and Euroclear Bank SA/NV ("**Euroclear**") on the Closing Date and registered in the name of a nominee of the Common Depositary.

"**New Safekeeping Structure**" means a structure where a Global Registered Note is registered in the name of a Common Safekeeper (or its nominee) for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and will be deposited on or about the issue date with the Common Safekeeper for Euroclear and/or Clearstream, Luxembourg.

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 Elavon Financial Services D.A.C., UK Branch (the "**Principal Paying Agent**"), on behalf of the Issuer to the order of the Common Depositary or its nominee as the registered holder thereof with respect to the Global Notes. Each holder of Book-Entry Interests must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for its share of any amounts paid by or on behalf of the Issuer to the order of the Common Safekeeper or their nominees in respect of those Book-Entry Interests. All such payments will be distributed without deduction or withholding for or on account of any taxes, duties, assessments or other governmental charges of whatever nature except as may be required by law. If any such deduction or withholding is required to be made, then neither the Issuer, the Paying Agents nor any other person will be obliged to pay additional amounts in respect thereof.

In accordance with the rules and procedures for the time being of Euroclear or, as the case may be, Clearstream, Luxembourg, after receipt of any payment from the Principal Paying Agent to the order of the Common Depositary, the respective systems will promptly credit their Participants' accounts with payments in amounts proportionate to their respective ownership of Book-Entry Interests as shown in the records of Euroclear or Clearstream, Luxembourg. On each record date (the "**Record Date**") Euroclear and Clearstream, Luxembourg will determine the identity of the Noteholders for the purposes of making payments to the Noteholders. The Record Date in respect of the Notes (i) where the Notes are in global registered form, shall be at the close of the Business Day (being for this purpose a day on which Euroclear and Clearstream, Luxembourg are open for business) prior to the relevant Interest Payment Date and (ii) where the Notes are in definitive registered form, shall be the date falling 15 days prior to the relevant Interest Payment Date. The Issuer expects that payments by Participants to owners of interests in Book-Entry Interests held through such Participants or Indirect Participants will be governed by standing customer instructions and customary practices, as is now the case with the securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of

such Participants or Indirect Participants. None of the Issuer, any agent of the Issuer, the Arrangers, 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

The Issuer understands that:

- 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 Global Note (or portion thereof) relating thereto. For any redemptions of the Global Note in part, selection of the relevant Book-Entry Interest relating thereto to be redeemed will be made by Euroclear or Clearstream, Luxembourg, as the case may be, on a *pro rata* basis (or on such basis as Euroclear or Clearstream, Luxembourg, as the case may be, deems fair and appropriate). Upon any redemption in part, the Principal Paying Agent will mark down the schedule to such Global Note by the principal amount so redeemed.

Cancellation

Cancellation of any Note represented by a Global Note and required by the Conditions to be cancelled following its redemption will be effected by endorsement by or on behalf of the Principal Paying Agent of the reduction in the principal amount of the relevant Global Note on the relevant schedule thereto and the corresponding entry on the Register.

Transfers and Transfer Restrictions

All transfers of Book-Entry Interests will be recorded in accordance with the book-entry systems maintained by Euroclear or Clearstream, Luxembourg, as applicable, pursuant to customary procedures established by each respective system and its Participants. See "*General*" above.

Beneficial interests in the Global Notes may be held only through Euroclear and Clearstream, Luxembourg. Neither the Global Notes nor any beneficial interest therein may be transferred except in compliance with the transfer restrictions set forth in the legend appearing in the Global Notes.

Issuance of Definitive Notes

Holders of Book-Entry Interests in the Global Note will be entitled to receive Notes in definitive registered form (such exchanged Global Notes in definitive registered form, "**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 administration of such laws or regulations which becomes effective on or after the Closing Date, the Issuer or any Paying Agent is or will be required to make any deduction or withholding from any payment in respect of the Notes which would not be required were the Notes in definitive registered form. Any Definitive Notes issued in exchange for Book-Entry Interests in the Global Note will be registered by the Registrar in such name or names as the Issuer shall instruct the Principal Paying Agent based on the instructions of Euroclear or Clearstream, Luxembourg, as the case may be. It is expected that such instructions will be based upon directions received by Euroclear or Clearstream, Luxembourg from their Participants with respect to ownership of the relevant Book-Entry Interests. Holders of Definitive Notes issued in exchange for Book-Entry Interests in the Global Note will not be entitled to exchange such Definitive Notes for Book-Entry Interests in such Global Note. Any Notes issued in definitive form will be issued in registered form only and will be subject to the provisions set out under "*Transfers and Transfer Restrictions*" above and **provided that** no transfer shall be registered for a period of 15 days immediately preceding any due date for payment in respect of the Note or, as the case may be, the due date for redemption. Definitive Notes will be issued in a denomination that is an integral multiple of the minimum Authorised Denomination. See "*Risk Factors – Denominations*" above.

Action in respect of the Global Notes and the Book-Entry Interests

Not later than 10 days after receipt by the Issuer of any notices in respect of a Global Note or any notice of solicitation of consents or requests for a waiver or other action by the holder of such Global Note, the Issuer will deliver to Euroclear and Clearstream, Luxembourg a notice containing (a) such information as is contained in such notice, (b) a statement that at the close of business on a specified record date Euroclear and Clearstream, Luxembourg will be entitled to instruct the Issuer as to the consent, waiver or other action, if any, pertaining to the Book-Entry Interests or the Global Note and (c) a statement as to the manner in which such instructions may be given. Upon the written request of Euroclear or Clearstream, Luxembourg, as applicable, the Issuer shall endeavour insofar as practicable to take such action regarding the requested consent, waiver or other action in respect of the Book-Entry Interests or the Global Note in accordance with any instructions set out in such request. Euroclear or Clearstream, Luxembourg are expected to follow the procedures described under "*General*" above with respect to soliciting instructions from their respective Participants. The Registrar will not exercise any discretion in the granting of consents or waivers or the taking of any other action in respect of the Book-Entry Interests or the Global Notes.

Notices

Whilst the Notes are represented by Global Notes the Issuer may, at its option, send to Euroclear and Clearstream, Luxembourg a copy of any notices addressed to Noteholders for communication by Euroclear and Clearstream, Luxembourg to the Noteholders. Alternatively, such notices regarding the Notes may instead be published in the *Financial Times* or, if such newspaper shall cease to be published or if timely publication therein is not practicable, in such other English newspaper or newspapers as the Note Trustee shall approve in advance having a general circulation in the United Kingdom; **provided that** if, at any time, the Issuer procures that the information contained in such notice shall appear on a page of the Bloomberg screen or any other medium for electronic display of data as may be previously approved in writing by the Note Trustee and notified to Noteholders, publication in such newspaper shall not be required with respect to such information so long as the rules of the Irish Stock Exchange allow. The Issuer may elect not to publish any notice in a newspaper for so long as the Notes are held in global form and notice is given to Euroclear and Clearstream, Luxembourg. The Note Trustee may, in accordance with Condition 16.2 (*Note Trustee's Discretion to Select Alternative Method*) sanction other methods of giving notice to all or some of the Noteholders if such method is reasonable having regard to, among other things, the market practice then prevailing and the requirements of the relevant stock exchange. See also Condition 16 (*Notice to Noteholders*) of the Notes.

DESCRIPTION OF THE GLOBAL RESIDUAL CERTIFICATE

General

The Residual Certificates, as at the Closing Date, will be represented by a Global Residual Certificate. The Global Residual Certificate will be registered on issue on or around the Closing Date in the name of a nominee of the Common Depositary as nominee for Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking, *société anonyme* ("**Clearstream, Luxembourg**"). The Registrar will maintain a register in which it will register the nominee for the Common Depositary as the holder of the Global Residual Certificate.

Upon confirmation by the Common Depositary that it has been issued with the Global Residual Certificate, Euroclear or Clearstream, Luxembourg, as the case may be, will record the beneficial interests in the Global Residual Certificate ("**Residual Certificate Book-Entry Interests**") representing beneficial interests in the Residual Certificates attributable thereto.

Ownership of Residual Certificate Book-Entry Interests will be limited to Participants or Indirect Participants, including, as applicable, banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with Euroclear or Clearstream, Luxembourg, either directly or indirectly. Indirect Participants will also include persons that hold beneficial interests through such Indirect Participants. Residual Certificate Book-Entry Interests will not be held in definitive form. Instead, Euroclear and Clearstream, Luxembourg, as applicable, will credit the Participants' accounts with the respective Residual Certificate Book-Entry Interests beneficially owned by such Participants on each of their respective book-entry registration and transfer systems. The accounts initially credited will be designated by the Seller. Ownership of Residual Certificate Book-Entry Interests will be shown on, and transfers of Residual Certificate Book-Entry Interests or the interests therein will be effected only through, records maintained by Euroclear or Clearstream, Luxembourg (with respect to the interests of their Participants) and on the records of Participants or Indirect Participants (with respect to the interests of Indirect Participants). The laws of some jurisdictions or other applicable rules may require that certain purchasers of securities take physical delivery of such securities in definitive form. The foregoing limitations may therefore impair the ability to own, transfer or pledge Residual Certificate Book-Entry Interests.

So long as the nominee of the Common Depositary is the registered holder of the Global Residual Certificate underlying the Residual Certificate Book-Entry Interests, it will be considered the sole Certificateholder of the Residual Certificate represented by that Global Residual Certificate for all purposes under the Trust Deed. Except as set out under the section below entitled "*Issuance of Definitive Residual Certificates*", Participants or Indirect Participants will not receive or be entitled to receive physical delivery of Residual Certificates in definitive form and will not be considered the holders thereof under the Trust Deed. Accordingly, each person holding a Residual Certificate Book-Entry Interest must rely on the rules and procedures of Euroclear or Clearstream, Luxembourg, as the case may be, and Indirect Participants must rely on the procedures of the Participants or Indirect Participants through which such person owns its interest in the relevant Residual Certificate Book-Entry Interests, to exercise any rights and obligations of a holder of Residual Certificates under the Trust Deed. See the section below entitled "*Action in respect of the Global Residual Certificate and the Residual Certificate Book-Entry Interests*".

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

Unless and until Residual Certificate Book-Entry Interests are exchanged for Definitive Residual Certificates, the Global Residual Certificate held by the nominee for the Common Depositary may not be transferred except as a whole by that nominee for the Common Depositary to a successor nominee for that Common Depositary or a nominee of a successor of the Common Depositary.

Purchasers of Residual Certificate Book-Entry Interests in a Global Residual Certificate will hold Residual Certificate Book-Entry Interests in the Global Residual Certificate relating thereto. Investors may hold their Residual Certificate Book-Entry Interests in respect of a Global Residual Certificate directly through Euroclear or Clearstream, Luxembourg (in accordance with the provisions set out in the section below entitled "*Transfers and Transfer Restrictions*"), if they are account holders in such systems, or indirectly through organisations which are account holders in such systems. Euroclear and Clearstream, Luxembourg will hold Residual Certificate Book-Entry Interests in the Global Residual Certificate on behalf of their account holders through securities accounts in the respective account holders' names on Euroclear's and Clearstream, Luxembourg's respective book-entry registration and transfer systems.

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

Issuance of Definitive Residual Certificates

The Global Residual Certificate will become exchangeable in whole, but not in part, for Definitive Residual Certificates at the request of the holder of the relevant Global Residual Certificate 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 the Global Residual Certificate and do in fact do either of those things and no alternative clearing system satisfactory to the Note Trustee is available or (b) as a result of any amendment to, or change in, the laws or regulations of the United Kingdom (or of any political subdivision thereof) or of any authority therein or thereof having power to tax or in the interpretation or administration by a revenue authority or a court or in the administration of such laws or regulations which becomes effective on or after the Closing Date, the Issuer or any Paying Agent is or will be required to make any deduction or withholding from any payment in respect of the Residual Certificates which would not be required were the relevant Residual Certificates in definitive registered form (the "**Exchange Event**").

Any Definitive Residual Certificate issued in exchange for Residual Certificate Book-Entry Interests in the Global Residual Certificate will be registered by the Registrar in such name or names as the Issuer shall instruct the Principal Paying Agent based on the instructions of Euroclear or Clearstream, Luxembourg, as the case may be. It is expected that such instructions will be based upon directions received by Euroclear or Clearstream, Luxembourg from their Participants with respect to ownership of the relevant Residual Certificate Book-Entry Interests. Whenever a Global Residual Certificate is to be exchanged for Definitive Residual Certificates, the Issuer shall procure the prompt delivery (free of charge to the holders of the Residual Certificate Book-Entry Interests) of such Definitive Residual Certificates, duly authenticated, in an aggregate principal amount equal to the principal amount of the relevant Global Residual Certificate within 30 days of the occurrence of the Exchange Event.

Payments on Global Residual Certificate

Payment of amounts due in respect of the Global Residual Certificate will be made in Sterling by or to the order of the Principal Paying Agent on behalf of the Issuer to the order of the Common Depositary or its nominee as the registered holder thereof with respect to the Global Residual Certificate.

Each holder of Residual Certificate Book-Entry Interests must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for its share of any amounts paid by or on behalf of the Issuer to the order of the Common Depositary or its nominee in respect of those Residual Certificate Book-Entry Interests. All such payments will be distributed without deduction or withholding for any taxes, duties, assessments or other governmental charges of whatever nature except as may be required by law. If any

such deduction or withholding is required to be made, then none of the Issuer, the Principal Paying Agent or any other person will be obliged to pay additional amounts in respect thereof.

In accordance with the rules and procedures for the time being of Euroclear or, as the case may be, Clearstream, Luxembourg, after receipt of any payment from the Principal Paying Agent to the Common Depositary, the respective systems will promptly credit their Participants' accounts with payments in amounts proportionate to their respective ownership of Residual Certificate Book-Entry Interests as shown in the records of Euroclear or Clearstream, Luxembourg. On each record date (the "**Record Date**"), Euroclear and Clearstream, Luxembourg will determine the identity of the Participants for the purposes of making payments under the Global Residual Certificate. The Record Date in respect of the Global Residual Certificate shall be as at the close of business on the Business Day prior to the relevant Interest Payment Date. The Issuer expects that payments by Participants to owners of interests in Residual Certificate Book-Entry Interests held through such Participants or Indirect Participants will be governed by standing customer instructions and customary practices, as is now the case with the securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of such Participants or Indirect Participants. None of the Issuer, any agent of the Issuer, the Arrangers, 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 Residual Certificate Book-Entry Interests or for maintaining, supervising or reviewing any records relating to a Participant's ownership of Residual Certificate Book-Entry Interests.

Information Regarding Euroclear and Clearstream, Luxembourg

Euroclear and Clearstream, Luxembourg have advised the Issuer as follows:

- Euroclear and Clearstream, Luxembourg each hold securities for their account holders and facilitate the clearance and settlement of securities transactions by electronic book-entry transfer between their respective account holders, thereby eliminating the need for physical movements of Residual Certificates and any risk from lack of simultaneous transfers of securities.
- Euroclear and Clearstream, Luxembourg provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg each also deal with domestic securities markets in several countries through established depositary and custodial relationships. The respective systems of Euroclear and of Clearstream, Luxembourg have established an electronic bridge between their two systems across which their respective account holders may settle trades with each other.
- Account holders in both Euroclear and Clearstream, Luxembourg are worldwide financial institutions including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to both Euroclear and Clearstream, Luxembourg is available to other institutions that clear through or maintain a custodial relationship with an account holder of either system.
- An account holder's overall contractual relations with either Euroclear or Clearstream, Luxembourg are governed by the respective rules and operating procedures of Euroclear or Clearstream, Luxembourg and any applicable laws. Both Euroclear and Clearstream, Luxembourg act under such rules and operating procedures only on behalf of their respective account holders, and have no record of or relationship with persons holding through their respective account holders.

The Issuer understands that under existing industry practices, if any of the Issuer, the Note Trustee or the Security Trustee requests any action of owners of Residual Certificate Book-Entry Interests or if an owner of a Residual Certificate Book-Entry Interest desires to give instructions or take any action that a holder is entitled to give or take under the Trust Deed or the Deed of Charge, Euroclear or Clearstream, Luxembourg, as the case may be, would authorise the Participants owning the relevant Residual Certificate Book-Entry Interests to give instructions or take such action, and such Participants would authorise Indirect Participants to give or take such action or would otherwise act upon the instructions of such Indirect Participants.

Transfers and Transfer Restrictions

All transfers of Residual Certificate Book-Entry Interests will be recorded in accordance with the book-entry systems maintained by Euroclear or Clearstream, Luxembourg, as applicable, pursuant to customary procedures established by each respective system and its Participants (see the section above entitled "*General*").

Beneficial interests in the Global Residual Certificate may be held only through Euroclear or Clearstream, Luxembourg. The Global Residual Certificate will bear a legend similar to that appearing under the section of this Prospectus entitled "*Transfer Restrictions and Investor Representations*" below, and neither the Global Residual Certificate nor any beneficial interest therein may be transferred except in compliance with the transfer restrictions set out in the legend appearing in the relevant Global Residual Certificate.

Action in respect of the Global Residual Certificate and the Residual Certificate Book-Entry Interests

Not later than 10 days after receipt by the Issuer of any notice in respect of the Global Residual Certificate or any notice of solicitation of consents or requests for a waiver or other action by the holder of the Global Residual Certificate, 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 Residual Certificate Book-Entry Interests or the Global Residual Certificate and (c) a statement as to the manner in which such instructions may be given. Upon the written request of Euroclear or Clearstream, Luxembourg, as applicable, the Issuer shall endeavour insofar as practicable to take such action regarding the requested consent, waiver or other action in respect of the Residual Certificate Book-Entry Interests or the Global Residual Certificate in accordance with any instructions set out in such request. Euroclear and Clearstream, Luxembourg are expected to follow the procedures described under the section above entitled "*General*", with respect to soliciting instructions from their respective Participants.

Notices

The Issuer will send to Euroclear and Clearstream, Luxembourg a copy of any notices addressed to Certificateholders for communication by Euroclear and Clearstream, Luxembourg to the Certificateholders and shall procure that the information contained in such notice shall appear on a Relevant Screen (see also Residual Certificates Condition 15 (*Notice to Certificateholders*)). The Note Trustee may in accordance with the Residual Certificates Condition 15.2 (*Note Trustee's Discretion to Select Alternative Method*) sanction other methods of giving notice to all or some of the Certificateholders, if such method is reasonable having regard to the then prevailing market practice.

TERMS AND CONDITIONS OF THE NOTES

The following are the terms and conditions of the Notes in the form (subject to amendment) in which they will be set out in the Trust Deed (as defined below).

1. GENERAL

The £162,700,000 Class A floating rate notes due June 2046 (the "**Class A Notes**"), the £20,500,000 Class B capped rate notes due June 2046 (the "**Class B Notes**"), the £11,300,000 Class C capped rate notes due June 2046 (the "**Class C Notes**"), the £6,900,000 Class D capped rate notes due June 2046 (the "**Class D Notes**"), the £5,700,000 Class E capped rate notes due June 2046 (the "**Class E Notes**") and together with the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, the "**Rated Notes**", the £2,300,000 Class X fixed rate notes due June 2046 (the "**Class X Notes**") and the £20,500,000 Class Z notes due June 2046 (the "**Class Z Notes**") and together with the Rated Notes, the Class X Notes and the Class Z Notes, the "**Notes**", in each case of Stanlington No. 1 PLC (the "**Issuer**") are constituted by a trust deed (the "**Trust Deed**") dated 9 March 2017 (the "**Closing Date**") and made between, among others, the Issuer and U.S. Bank Trustees Limited as trustee for the Noteholders (in such capacity, the "**Note Trustee**"). Any reference in these terms and conditions (the "**Conditions**") to a "**Class**" of Notes or of Noteholders shall be a reference to the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class X Notes, or the Class Z Notes as the case may be, or to the respective holders thereof. Any reference in these Conditions to the Noteholders means the registered holders for the time being of the Notes, or if preceded by a particular Class designation of Notes, the registered holders for the time being of such Class of Notes. The security for the Notes is constituted by a deed of charge and assignment (the "**Deed of Charge**") dated on the Closing Date and made between, among others, the Issuer and U.S. Bank Trustees Limited as trustee for the Secured Creditors (in such capacity, the "**Security Trustee**").

Pursuant to an agency agreement (the "**Agency Agreement**") dated on or around the Closing Date and made between the Issuer, the Note Trustee, Elavon Financial Services D.A.C., UK 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**"), Elavon Financial Services D.A.C., UK Branch as registrar (in such capacity, the "**Registrar**") and Elavon Financial Services D.A.C., UK 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 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).

Physical copies of the Trust Deed, the Deed of Charge, the Agency Agreement, the Incorporated Terms Memorandum and the other Transaction Documents are available for inspection during normal business hours at the specified office for the time being of the Principal Paying Agent. The Noteholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Transaction Documents applicable to them.

2. INTERPRETATION

2.1 Definitions

Capitalised terms not otherwise defined in these Conditions shall bear the meanings given to them in the Incorporated Terms Memorandum available as described above.

2.2 Interpretation

These Conditions shall be construed in accordance with the principles of construction set out in the Incorporated Terms Memorandum.

3. **FORM, DENOMINATION AND TITLE**

3.1 **Form and Denomination**

Each Class of Notes will initially be represented by a global note certificate in registered form (a "**Global Note**").

For so long as any of the Notes are represented by a Global Note, transfers and exchanges of beneficial interests in such Global Note and entitlement to payments thereunder will be effected subject to and in accordance with the rules and procedures from time to time of Euroclear Bank SA/NV ("**Euroclear**") or Clearstream Banking, *société anonyme* ("**Clearstream, Luxembourg**"), as appropriate. Each Global Note will be deposited with and registered in the name of a nominee of a common depositary for Euroclear and Clearstream, Luxembourg.

For so long as the Notes are represented by a Global Note, and for so long as Euroclear and Clearstream, Luxembourg so permit, the Notes shall be tradable only in the minimum nominal amount of £100,000 and higher integral multiples of £1,000, notwithstanding that no Definitive Notes (as defined below) will be issued with a denomination above £199,000. A Global Note will be exchanged for the relevant Note in definitive registered form (such exchanged Global Notes in definitive registered form, the "**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 definitive registered form.

If 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 Definitive Notes shall be equal to the Principal Amount Outstanding of the Notes at the date on which notice of exchange is given of the Global Note, subject to and in accordance with the detailed provisions of these Conditions, the Agency Agreement, the Trust Deed and the relevant Global Note.

Definitive Notes (which, if issued, will be in the denomination set out below) will be serially numbered and will be issued in registered form only.

The minimum denomination of the Notes in global and (if issued and printed) definitive form will be £100,000.

References to "*Notes*" in these Conditions shall include the Global Notes and the Definitive Notes.

"**Principal Amount Outstanding**" means, on any day:

- (a) in relation to a Note, the original principal amount of that Note on the Closing Date less the aggregate amount of all principal payments in respect of such Note which have been made since the Closing Date; and
- (b) in relation to a Class, the aggregate of the amount in paragraph (a) above in respect of all Notes outstanding in such Class; and
- (c) in relation to the Notes outstanding at any time, the aggregate of the amount in paragraph (a) above in respect of all Notes outstanding, regardless of class.

3.2 **Title**

Title to the Global Notes shall pass by and upon registration in the register (the "**Register**") which the Issuer shall procure to be kept by the Registrar. The registered holder of a Global Note may (to the fullest extent permitted by applicable laws) be deemed and treated at all times, by all persons and for all purposes (including the making of any payments), as the absolute owner of such Global Note regardless of any notice of ownership, theft or loss or any trust or other interest therein or of any writing thereon (other than the endorsed form of transfer).

Title to a Definitive Note shall only pass by and upon registration of the transfer in the Register.

Definitive Notes may be transferred upon the surrender of the relevant Definitive Note, with the form of transfer endorsed on it duly completed and executed, at the specified office of the Registrar or the Principal Paying Agent. Such transfers shall be subject to the minimum denominations specified in Condition 3.1 (*Form and Denomination*) above. All transfers of Definitive Notes are subject to any restrictions on transfer set out on the Definitive Notes and the detailed regulations concerning transfers in the Agency Agreement.

Each new Definitive Note to be issued upon transfer of such Definitive Note will, within five Business Days of receipt and surrender of such Definitive Note (duly completed and executed) for transfer, be available for delivery at the specified office of the Registrar or be mailed at the risk of the transferee entitled to such Definitive Note to such address as may be specified in the relevant form of transfer.

Registration of a Definitive Note on transfer will be effected without charge by the Registrar, but subject to payment of (or the giving of such indemnity as the Registrar may require for) any tax, stamp duty or other government charges which may be imposed in relation to it.

4. **STATUS AND RELATIONSHIP BETWEEN THE NOTES AND SECURITY**

4.1 **Status and relationship between the Notes**

- (a) The Class A Notes constitute direct, secured and (subject to the limited recourse provision in Condition 12 (*Enforcement*)) unconditional obligations of the Issuer. The Class A Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of interest and principal at all times, as provided in these Conditions and the Transaction Documents.
- (b) The Class B Notes constitute direct, secured and (subject to the limited recourse provision in Condition 12 (*Enforcement*) and Condition 18 (*Subordination by Deferral*)) unconditional obligations of the Issuer. The Class B Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of interest and principal at all times, but subordinate to the Class A Notes, as provided in these Conditions and the Transaction Documents, **provided that** on and following the Optional Redemption Date and prior to the delivery of an Enforcement Notice, the Class B Notes may be redeemed prior to the redemption of the Class A Notes, pursuant to the provisions of the Pre-Enforcement Revenue Priority of Payments. The interests of the persons who for the time being are registered in the Register as holders of Class B Notes (the "**Class B Noteholders**") will be subordinated to the interests of the persons who for the time being are registered in the Register as holders of Class A Notes (the "**Class A Noteholders**") (so long as any Class A Notes remain outstanding).

- (c) The Class C Notes constitute direct, secured and (subject to the limited recourse provision in Condition 12 (*Enforcement*) and Condition 18 (*Subordination by Deferral*)) unconditional obligations of the Issuer. The Class C Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of interest and principal at all times, but subordinate to the Class A Notes and the Class B Notes, as provided in these Conditions and the Transaction Documents, **provided that** on and following the Optional Redemption Date and prior to the delivery of an Enforcement Notice, the Class C Notes may be redeemed prior to the redemption of the Class A Notes and the Class B Notes, pursuant to the provisions of the Pre-Enforcement Revenue Priority of Payments. The interests of the persons who for the time being are registered in the Register as holders of the Class C Notes (the "**Class C Noteholders**") will be subordinated to the interests of each of the Class A Noteholders and the Class B Noteholders (so long as any Class A Notes and/or any Class B Notes remain outstanding).
- (d) The Class D Notes constitute direct, secured and (subject to the limited recourse provision in Condition 12 (*Enforcement*) and Condition 18 (*Subordination by Deferral*)) unconditional obligations of the Issuer. The Class D Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of interest and principal at all times, but subordinate to the Class A Notes, the Class B Notes and the Class C Notes, as provided in these Conditions and the Transaction Documents, **provided that** on and following the Optional Redemption Date and prior to the delivery of an Enforcement Notice, the Class D Notes may be redeemed prior to the redemption of the Class A Notes, the Class B Notes and the Class C Notes, pursuant to the provisions of the Pre-Enforcement Revenue Priority of Payments. The interests of the persons who for the time being are registered in the Register as holders of the Class D Notes (the "**Class D Noteholders**") will be subordinated to the interests of each of the Class A Noteholders, the Class B Noteholders and the Class C Noteholders (so long as any Class A Notes and/or any Class B Notes and/or any Class C Notes remain outstanding).
- (e) The Class E Notes constitute direct, secured and (subject to the limited recourse provision in Condition 12 (*Enforcement*) and Condition 18 (*Subordination by Deferral*)) unconditional obligations of the Issuer. The Class E Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of interest and principal at all times, but subordinate to the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes, as provided in these Conditions and the Transaction Documents, **provided that** on and following the Optional Redemption Date and prior to the delivery of an Enforcement Notice, the Class E Notes may be redeemed prior to the redemption of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes, pursuant to the provisions of the Pre-Enforcement Revenue Priority of Payments. The interests of the persons who for the time being are registered in the Register as holders of the Class E Notes (the "**Class E Noteholders**") will be subordinated to the interests of each of the Class A Noteholders, the Class B Noteholders, the Class C Noteholders and the Class D Noteholders (so long as any Class A Notes and/or any Class B Notes and/or any Class C Notes and/or any Class D Notes remain outstanding).
- (f) The Class X Notes constitute direct and secured obligations of the Issuer. The Class X Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of interest at all times, but subordinate to all payments due in respect of the Rated Notes, as provided in these Conditions and the Transaction Documents. Prior to the service of an Enforcement Notice the Class X Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of principal at all times, but subordinate to all payments due in respect of items ranking senior thereto in the relevant Priority of Payments. Following the service of an Enforcement Notice, the Class X Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of principal at all times, but subordinate to all payments due in respect of the Rated Notes. Accordingly, the interests of the persons who for the time being are registered in the Register as holders of the Class X Notes (the "**Class X Noteholders**") will be subordinated to the interests of the holders of the Rated Notes (so long as any Rated Notes remain outstanding).

- (g) The Class Z Notes constitute direct, secured and (subject as provided in the limited recourse provisions in Condition 12 (*Enforcement*)) unconditional obligations of the Issuer. The Class Z Notes rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of principal at all times, but subordinate to all payments due in respect of the Rated Notes and from the date of service of an Enforcement Notice only, the Class X Notes, as provided in these Conditions and the Transaction Documents. Accordingly, the interests of the persons who for the time being are registered in the Register as holders of Class Z Notes (the "**Class Z Noteholders**") will be subordinated to the interests of the holders of the Rated Notes (so long as any Rated Notes remain outstanding) and following the service of an Enforcement Notice the Class X Notes (so long as any Class X Notes remain outstanding).
- (h) The Trust Deed and the Deed of Charge contain provisions requiring the Note Trustee and the Security Trustee (acting on the instructions of the Note 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 (acting on the instructions of the Note Trustee) where there is a conflict of interests between one or more Classes of Notes and/or the Residual Certificates in any such case to have regard (except as expressly provided otherwise) to the interests of the holders of the Most Senior Class of Notes or if there are no Notes then outstanding to the Certificateholders.
- (i) 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 of Notes. Except in certain circumstances described in Condition 13 (*Meetings of Noteholders, Modification, Waiver and Substitution*), the Trust Deed contains no such limitation on the powers of the holders of the Most Senior Class of Notes, the exercise of which will be binding (save in respect of a Basic Terms Modification) on the holders of all other Classes of Notes and the Certificateholders in each case irrespective of the effect thereof on their respective interests.

As long as any Notes are outstanding but subject to Condition 13.13, the Security Trustee shall act on the instructions of the Note Trustee not have regard to the interests of the other Secured Creditors.

4.2 Security

- (a) The security constituted by or pursuant to the Deed of Charge is granted to the Security Trustee for it to hold on trust for the Noteholders and the other Secured Creditors, upon and subject to the terms and conditions of the Deed of Charge.
- (b) The Noteholders and the other Secured Creditors will share in the benefit of the security constituted by or pursuant to the Deed of Charge, upon and subject to the terms and conditions of the Deed of Charge.

5. COVENANTS

Save with the prior written consent of the Note Trustee or unless otherwise permitted under these Conditions or any of the Transaction Documents, the Issuer shall not, so long as any Note remains outstanding:

- (a) **Negative pledge:** create or permit to subsist any encumbrance (unless arising by operation of law) or other security interest whatsoever over any of its assets or undertakings;
- (b) **Restrictions on activities:** (i) engage in any activity whatsoever which is not incidental to or necessary in connection with any of the activities in which the Transaction Documents provide or envisage that the Issuer will engage or (ii) have any subsidiaries, any subsidiary undertaking (as defined in the Companies Act 1985 and the Companies

Act 2006 (as applicable)) or any employees (but shall procure that, at all times, it shall retain at least one independent director) or premises;

- (c) **Disposal of assets:** assign, transfer, sell, lend, lease, part with or otherwise dispose of, or deal with, or grant any option or present or future right to acquire all or any of its assets or undertakings or any interest, estate, right, title or benefit therein or attempt or purport to do any of the foregoing;
- (d) **Equitable and Beneficial Interest:** permit any person, other than itself and the Security Trustee, to have any equitable or beneficial interest in any of its assets or undertakings or any interest, estate, right, title or benefit therein;
- (e) **Dividends or distributions:** pay any dividend or make any other distribution to its shareholders except out of amounts of profit retained by the Issuer in accordance with the applicable Priority of Payments which are available for distribution in accordance with the Issuer's memorandum and articles of association and with applicable laws or issue any further shares;
- (f) **Indebtedness:** incur any financial indebtedness in respect of borrowed money whatsoever or give any guarantee or indemnity in respect of any indebtedness or of any other obligation of any person;
- (g) **Merger:** consolidate or merge with any other person or convey or transfer substantially all of its properties or assets to any other person;
- (h) **No modification or waiver:** permit any of the Transaction Documents to which it is a party to become invalid or ineffective or permit the priority of the security interests created or evidenced thereby or pursuant thereto to be varied, modified, terminated, postponed, waived or agree to any modification of, or grant any consent, approval, authorisation or waiver pursuant to, or in connection with, any of the Transaction Documents to which it is a party or permit any party to any of the Transaction Documents to which it is a party to be released from its obligations or exercise any right to terminate any of the Transaction Documents to which it is a party;
- (i) **Bank accounts:** have an interest in any bank account other than the Issuer Account and the Issuer's interest in the Global Collection Account and the Transaction Collection Accounts, unless such account or interest therein is charged to the Security Trustee on terms acceptable to the Security Trustee;
- (j) **Purchase Notes:** purchase or otherwise acquire any Notes;
- (k) **Corporation tax:** prejudice its eligibility for its corporation tax liability to be calculated in accordance with regulation 14 of the Taxation of Securitisation Companies Regulations 2006;
- (l) **VAT:** apply to become part of any group for the purposes of sections 43 to 43D of the Value Added Tax Act 1994 and the VAT (Groups: eligibility) Order (S.I. 2004/1931) with any other company or group of companies, or such act, regulation, order, statutory instrument or directive which may from time to time re-enact, replace, amend, vary, codify, consolidate or repeal any of the same; or
- (m) **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**

Interest Accrual

Each Note (other than the Class Z Notes) bears interest on its Principal Amount Outstanding from (and including) the Closing Date. Each Note (other than the Class Z Notes and, in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest from and including the due date for redemption unless, upon due presentation in accordance with Condition 7 (*Payments*), payment of the principal in respect of the Note is improperly withheld or refused or default is otherwise made in respect of the payment, in which event interest shall continue to accrue as provided in the Trust Deed.

6.2 **Interest Payment Dates**

Interest will be payable in arrear on each Interest Payment Date for all classes of Notes other than the Class Z Notes.

"**Interest Payment Date**" means the 12th day of March, June, September and December or, if such day is not a Business Day, the immediately following Business Day with the first Interest Payment Date falling in June 2017.

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**").

No interest will be payable on the Class Z Notes.

6.3 **Rate of Interest**

Rate of Interest

(a) The rate of interest payable from time to time in respect of each Class of Notes (other than the Class Z Notes) (each a "**Rate of Interest**" and together the "**Rates of Interest**") will be:

(i) subject to paragraph (b) below, in respect of each Class of Notes (other than the Class X Notes and the Class Z Notes) and any Interest Period, determined on the basis of the following provisions:

(A) the Agent Bank will determine the Relevant Screen Rate as at or about 11.00 a.m. (London time) on the Interest Determination Date (as defined below) in question. If the Relevant Screen Rate is unavailable, the Agent Bank will request the principal London office of each of the Reference Banks to provide the Agent Bank with its offered quotation to leading banks for three month Sterling deposits (or, in respect of the first Interest Period for the Notes, the linear interpolation of LIBOR for three and six months deposit in Sterling) in the London interbank market as at or about 11.00 a.m. (London time) on the relevant Interest Determination Date. The Rates of Interest for the relevant Interest Period shall be the aggregate of:

I. in respect of the Rated Notes:

(i) from (and including) the Closing Date to (but excluding) the Optional Redemption Date, the Relevant Margin; and

(ii) from (and including) the Optional Redemption Date, the Relevant Step-Up Margin; and

II. the Relevant Screen Rate (or, if the Relevant Screen Rate is unavailable, the arithmetic mean of such offered quotations for three months or in respect of the first Interest Period the linear interpolation of three and six monthly Sterling deposits expressed as a percentage rate (rounded upwards, if necessary, to five decimal places)); and

(B) if, on any Interest Determination Date, the Relevant Screen Rate is unavailable and only two or three of the Reference Banks provide offered quotations, the Rates of Interest for the relevant Interest Period shall be determined in accordance with the provisions of sub-paragraph (A) above on the basis of the offered quotations of those Reference Banks providing such quotations. If, on any such Interest Determination Date, only one or none of the Reference Banks provides the Agent Bank with such an offered quotation, the Agent Bank shall forthwith consult with the Issuer for the purposes of agreeing two banks (or, where one only of the Reference Banks provided such a quotation, one additional bank) to provide such a quotation or quotations to the Agent Bank and the Rates of Interest for the Interest Period in question shall be determined, as aforesaid, on the basis of the offered quotations of such banks as so agreed (or, as the case may be, the offered quotations of such bank as so agreed and the relevant Reference Bank). If no such bank or banks is or are so agreed or such bank or banks as so agreed does or do not provide such a quotation or quotations, then the Rates of Interest for the relevant Interest Period shall be the Rates of Interest in effect for the last preceding Interest Period to which sub-paragraph (A) shall have applied and taking into account, in the case of the Rated Notes, the application of from (and including) the Closing Date to (but excluding) the Optional Redemption Date, the Relevant Margin, and from (and including) the Optional Redemption Date, the Relevant Step-Up Margin; and

(ii) in respect of the Class X Notes 4.75 per cent. per annum.

(b) In respect of the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes only, if the Relevant Screen Rate (or, if the Relevant Screen Rate is unavailable, the Alternative Screen Rate) is greater than eight per cent., the Relevant Screen Rate (or, if the Relevant Screen Rate is unavailable, the Alternative Screen Rate) shall be deemed to be eight per cent.

(c) In the event that the Rate of Interest is less than zero per cent., the Rate of Interest shall be deemed to be zero per cent.

(d) There will be no maximum Rate of Interest on the Class A Notes.

Definitions

In these Conditions (except where otherwise defined), the expression:

(i) "**Business Day**" means a day (other than a Saturday or Sunday or a public holiday) on which banks are open for business in London;

(ii) "**Interest Determination Date**" means the first day of the Interest Period for which the rate will apply;

(iii) "**LIBOR**" means the London Inter-Bank Offered Rate for Sterling deposits;

(iv) "**Reference Banks**" means the principal London office of each of the five major banks engaged in the London interbank market selected by the Agent Bank (in consultation with the Issuer), **provided that**, once a Reference Bank has been selected by the Agent Bank (in consultation with the Issuer), that Reference

Bank shall not be changed unless and until it ceases to be capable of acting as such or declines to act as such;

- (v) **"Relevant Margin"** means:
 - (A) in respect of the Class A Notes, 1.00 per cent. per annum;
 - (B) in respect of the Class B Notes, 1.85 per cent. per annum;
 - (C) in respect of the Class C Notes, 2.35 per cent. per annum;
 - (D) in respect of the Class D Notes, 2.85 per cent. per annum; and
 - (E) in respect of the Class E Notes, 3.85 per cent. per annum;
- (vi) **"Relevant Screen Rate"** means, the London inter-bank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) three month deposits in Sterling on Bloomberg on page BP0003M or Bloomberg Screen (or, with respect to the first Interest Period, the rate which represents the linear interpolation of LIBOR for three and six month Sterling deposits on Bloomberg on page BP0003M and BP0006M), provided that the rates shown on such screen apply to the relevant day; or
 - (A) such other page as may replace Bloomberg page BP0003M (or BP0006M, as applicable) 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;
- (vii) **"Relevant Step-Up Margin"** means:
 - (A) in respect of the Class A Notes, 2.10 per cent. per annum;
 - (B) in respect of the Class B Notes, 2.75 per cent. per annum;
 - (C) in respect of the Class C Notes, 3.30 per cent. per annum;
 - (D) in respect of the Class D Notes, 4.50 per cent. per annum; and
 - (E) in respect of the Class E Notes, 5.25 per cent. per annum;
- (viii) **"Secured Creditors"** means the Security Trustee and the Note Trustee each in its own capacity, any Receiver or any Appointee appointed or employed by the Security Trustee or the Note Trustee, each in its own capacity, the Registrar, the Paying Agents, the Corporate Services Provider, the Agent Bank, the Servicer (and any Replacement Servicer), the Back-Up Servicer Facilitator, the Cash Manager (and any replacement Cash Manager), the Issuer Account Bank, the Global Collection Account Bank, the Paratus Account Bank, the Noteholders, the Certificateholders and any party named as such in a Transaction Document;
- (ix) **"Transaction Documents"** means the Mortgage Sale Agreement, Scottish Declaration of Trust, Servicing Agreement, Cash Management Agreement (and any replacement cash management agreement), Deed of Charge (and the documents to be entered into pursuant thereto), Trust Deed, Agency Agreement, Issuer Account Bank Agreement, Incorporated Terms Memorandum, Issuer Security Power of Attorney, Seller Security Power of Attorney, Corporate Services Agreement, Deed Poll, Global Collection Account Declaration of Trust; Deed of Accession to the Global Collection Account Declaration of Trust,

6.4 Determination of Rates of Interest and Interest Amounts

(a) *Rates of Interest*

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 for the relevant Interest Period.

The Interest Amounts shall, in respect of a Class of Rated Notes, be determined by applying the relevant Rate of Interest to the Principal Amount Outstanding of such Class of Rated Notes and multiplying the sum by the actual number of days in the Interest Period concerned divided by 365 and rounding the figure downwards to the nearest penny.

The Interest Amounts shall, in the case of the Class X Notes, be calculated by applying the relevant Rate of Interest to the Principal Amount Outstanding of such Notes on the basis of a 360-day year consisting of 12 months of 30 days each and, in the case of an incomplete month, the number of days elapsed on the basis of a month of 30 days.

6.5 Publication of Rates of Interest and Interest Amounts

The Agent Bank shall cause the Rate of Interest and the Interest Amounts for each Class of Notes (other than the Class Z 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 Condition 16 (*Notice to Noteholders*) as soon as possible after their determination and in no event later than three Business Days prior to the immediately succeeding Interest Payment Date. The Interest Amounts and Interest Payment Date may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period.

6.6 Determination by the Note Trustee

The Note Trustee may, without liability therefor, if the Agent Bank defaults at any time in its obligation to determine the Rates of Interest and the Interest Amounts in accordance with the above provisions and the Note Trustee has been notified of such default by the Issuer, determine or cause to be determined the Rates of Interest it shall deem fair and reasonable in all circumstances and the Interest Amounts in the manner provided in Condition 6.4 (*Determination of Rates of Interest and Interest Amounts*). In each case, the Note Trustee may, at the expense of the Issuer, engage an expert to make the determination and any such determination shall be deemed to be determinations made by the Agent Bank.

6.7 Notifications to be Final

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 6 (*Interest*), whether by the Reference Banks (or any of them), the Agent Bank, 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 or fraud) no liability to the Issuer or the Noteholders shall attach to the Reference Banks (or any of them), the Cash Manager, the Agent Bank, the Registrar or, if applicable, the Note Trustee in connection with the exercise or non-exercise by any of them of their powers, duties and discretions under this Condition 6 (*Interest*).

6.8 **Agent Bank**

The Issuer shall procure that, so long as any of the Notes remain outstanding, there is at all times an agent bank for the purposes of the Notes. The Issuer may, subject to the prior written approval of the 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 pursuant to the terms of the Agency Agreement.

7. **PAYMENTS**

7.1 **Payment of Interest and Principal**

Subject to paragraph 2 of Condition 3.1 (*Form and Denomination*), payments of any amount in respect of a Note, including principal and interest, shall be made by credit or transfer to an account in sterling maintained by the payee.

7.2 **Laws and Regulations**

Payments of any amount in respect of a Note including principal and interest in respect of the Notes are subject, in all cases, to (i) any fiscal or other laws and regulations applicable thereto and (ii) any withholding or deduction required pursuant to an agreement described in section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to sections 1471 to 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof or any law implementing an intergovernmental approach thereto. Noteholders will not be charged commissions or expenses on payments.

7.3 **Payment of Interest following a Failure to pay Principal**

If payment of principal is improperly withheld or refused on or in respect of any Note or part thereof, the interest which continues to accrue in respect of such Note in accordance with Condition 6.1 (*Accrual of interest*) and Condition 6.3 (*Rate of Interest*) will be paid in accordance with this Condition 7.

7.4 **Change of Paying Agents**

The Issuer reserves the right, subject to the prior written approval of the Note Trustee, at any time to vary or terminate the appointment of the Principal Paying Agent or the Registrar and to appoint additional or other agents **provided that** there will at all times be a person appointed to perform the obligations of the Principal Paying Agent with a specified office in London, and a person appointed to perform the obligations of 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 to be provided as soon as possible and, in any event, no later than one Business Day prior to the Record Date of any change in or addition to the Paying Agents or the Registrar or their specified offices to be given to the Noteholders in accordance with Condition 16 (*Notice to Noteholders*) and will notify the Rating Agencies of such change or addition.

7.5 **No Payment on non-Business Day**

If the date for payment of any amount in respect of a Note is not a Presentation Date, Noteholders shall not be entitled to payment until the next following Presentation Date and shall not be entitled to further interest or other payment in respect of such delay. In this Condition 7.5, the expression "**Presentation Date**" means a day which is (a) a Business Day and (b) a day on which banks are generally open for business in the relevant place.

7.6 **Partial Payment**

If a Paying Agent makes a partial payment in respect of any Note, the Registrar will, in respect of the relevant Note, annotate the Register indicating the amount and date of such payment.

7.7 **Payment of Interest**

If interest is not paid in respect of a Note of any Class (other than a Class X Note or a Class Z Note) on the date when due and payable (other than because the due date is not a Presentation Date (as defined in Condition 7.5 (*No Payment on non-Business Day*)) or by reason of non-compliance by the Noteholder with Condition 7.1 (*Payment of Interest and Principal*)), then such unpaid interest shall itself bear interest at the Rate of Interest applicable from time to time to such Note until such interest and interest thereon are available for payment and notice thereof has been duly given in accordance with Condition 16 (*Notice to Noteholders*).

8. **REDEMPTION**

8.1 **Redemption at Maturity**

Unless previously redeemed in full or purchased and cancelled as provided below, the Issuer will redeem the Notes at their respective Principal Amount Outstanding together with any accrued interest, subject to the provisions of Condition 18 (*Subordination by Deferral*) on the Interest Payment Date falling in June 2046 (the "**Final Maturity Date**").

8.2 **Mandatory Redemption prior to the service of an Enforcement Notice**

- (a) Subject to any redemption previously effected pursuant to Clause 8.2(b) below, and prior to the service of an Enforcement Notice, each Class of Notes (other than the Class X Notes) shall be redeemed on each Interest Payment Date 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) to repay the Class A Notes until they are each repaid in full; and thereafter
 - (ii) to repay the Class B Notes until they are each repaid in full; and thereafter
 - (iii) to repay the Class C Notes until they are each repaid in full; and thereafter
 - (iv) to repay the Class D Notes until they are each repaid in full; and thereafter
 - (v) to repay the Class E Notes until they are each repaid in full; and thereafter
 - (vi) to repay the Class Z Notes until they are each repaid in full.
- (b) On or after the Optional Redemption Date but prior to the service of an Enforcement Notice, the Class B Notes, Class C Notes, the Class D Notes and the Class E Notes shall be redeemed on each Interest Payment Date in an amount equal to the Available Revenue Receipts available for such purpose in accordance with the Pre-Enforcement Revenue Priority of Payments, which shall be applied in the following order of priority:
 - (i) to repay the Class E Notes until they are each repaid in full; and thereafter
 - (ii) to repay the Class D Notes until they are each repaid in full; and thereafter
 - (iii) to repay the Class C Notes until they are each repaid in full; and thereafter
 - (iv) to repay the Class B Notes until they are each repaid in full.
- (c) Prior to the service of an Enforcement Notice, the Class X Notes shall be redeemed on each Interest Payment Date in an amount equal to the Available Revenue Receipts available for such purpose in accordance with the Pre-Enforcement Revenue Priority of Payments.

- (d) The Principal Amount Outstanding of each Note shall be redeemed on each Interest Payment Date in accordance with the relevant Priority of Payments. The principal amount to be redeemed in respect of a Note (the "**Note Principal Payment**") on any Interest Payment Date prior to the service of an Enforcement Notice shall be the Available Redemption Receipts and/or Available Revenue Receipts (as applicable) available for the redemption of the relevant Class of Notes on such Interest Payment Date in accordance with the relevant Priority of Payments, as calculated on the Calculation Date immediately preceding such Interest Payment Date, multiplied by the relevant Note Factor and rounded down to the nearest penny. With respect to each Note on (or as soon as practicable after) each Calculation Date, the Issuer shall determine (or cause the Cash Manager to determine) (i) the amount of any Note Principal Payment due on the Interest Payment Date next following such Calculation Date, (ii) the Principal Amount Outstanding of each such Note and (iii) the fraction expressed as a decimal to the sixth decimal point (the "**Note Factor**"), of which the numerator is the Principal Amount Outstanding of that Note (as referred to in (ii) above) and the denominator, is the Principal Amount Outstanding of the relevant Class of Notes. Each determination by or on behalf of the Issuer of any principal repayment, the Principal Amount Outstanding of a Note and the Note Factor shall in each case (in the absence of wilful default or manifest error) be final and binding on all persons.
- (e) The Issuer will cause each determination of a principal repayment, Principal Amount Outstanding and Note Factor to be notified not less than two 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 Irish Stock Exchange and admitted to trading on its Main Securities Market) the Irish Stock Exchange, and will immediately cause notice of each such determination to be given in accordance with Condition 16 (*Notice to Noteholders*) not later than two Business Days prior to the relevant Interest Payment Date. If no principal repayment is due to be made on the Notes on any Interest Payment Date a notice to this effect will be given to the holders of the Notes.

8.3 **Mandatory Redemption of the Notes in full on or after the Optional Redemption Date**

On the Issuer giving not more than 60 days' nor fewer than two Business Days' notice to the Noteholders in accordance with Condition 16 (*Notice to Noteholders*) and the Note Trustee, on any Interest Payment Date on or after the Optional Redemption Date and following the sale of the Mortgage Loans and their Related Security comprising the Mortgage Portfolio in accordance with the provisions of the Deed Poll, the Portfolio Minimum Purchase Price together with all amounts standing to the credit of the Reserve Fund and (without double counting) any Available Revenue Receipts and Available Redemption Receipts otherwise available to the Issuer for application on the Interest Payment Date immediately following the Optional Portfolio Purchase Completion Date will be applied in accordance with the Post-Enforcement Priority of Payments with the result that the Notes will be redeemed in full in accordance with Condition 8.2 (*Mandatory Redemption prior to the service of an Enforcement Notice*).

8.4 **Mandatory Redemption in full pursuant to a Risk Retention Regulatory Change Option**

- (a) On any Business Day, if a Risk Retention Regulatory Change Event occurs and the Retention Holder exercises the Risk Retention Regulatory Change Option, the Issuer will give not more than 90 nor less than two Business Days' notice to the Noteholders in accordance with Condition 16 (*Notice to Noteholders*) and the Note Trustee, and the Notes will be redeemed at their Principal Amount Outstanding on the Interest Payment Date immediately following the date specified in such notice (the "**Risk Retention Regulatory Change Option Date**") together with any interest accrued thereon, **provided that** the Issuer has, immediately prior to giving such notice, certified to the Note Trustee that it will have the necessary funds to pay all principal and interest due in respect of the Notes on the relevant Interest Payment Date and to discharge all other amounts required to be paid in priority to or *pari passu* with all such payments on such Interest Payment Date (such certification to be provided by way of certificate signed by two directors of the Issuer on which the Note Trustee shall be entitled to rely without any further enquiry or liability).

- (b) Any Note redeemed pursuant to paragraph (a) above will be redeemed at an amount equal to the Principal Amount Outstanding of the relevant Note to be redeemed together with accrued (and unpaid) interest on the Principal Amount Outstanding of the relevant Note up to, but excluding, the relevant Interest Payment Date on the Interest Payment Date immediately following the Risk Retention Regulatory Change Option Date specified in a notice given pursuant to paragraph (a) above.

8.5 **Mandatory Redemption for Taxation or Other Reasons**

If:

- (a) by reason of a change in tax law (or the application or official interpretation thereof), which change becomes effective on or after the Closing Date, on or before the next Interest Payment Date the Issuer or the Paying Agents would be required to deduct or withhold from any payment of principal or interest on any Notes (other than because the relevant holder has some connection with the United Kingdom other than the holding of such Notes) any amount for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of the United Kingdom or any political sub-division thereof or any authority thereof or therein having power to tax; or
- (b) by reason of a change in law (or the application or official interpretation thereof), which change becomes effective on or after the Closing Date, it has become or will become unlawful for the Issuer to make, fund or allow to remain outstanding all or any of the Notes,

then the Issuer shall, if the same would avoid the effect of such relevant event described in sub-paragraph (a) or (b) above, appoint a Paying Agent in another jurisdiction or use its reasonable endeavours to arrange for 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 without liability therefor rely solely, without further investigation or inquiry, on (A) any confirmation made orally to the Issuer (in which case 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 Rated Notes would not be adversely affected by such substitution or (B) if no such confirmation from the Rating Agencies is forthcoming and the Issuer has certified to the Cash Manager, the Note Trustee and the Security Trustee that such proposed action (i) (while any Rated Notes remain outstanding) has been notified to the Rating Agencies, (ii) would not have an adverse impact on the Issuer's ability to make payment when due in respect of the Notes, (iii) would not affect the legality, validity and enforceability of any of the Transaction Documents or any Security and (iv) (while any of the Rated Notes remain outstanding) would not have an adverse effect on the rating of the Rated Notes) (upon which confirmation or certificate the Note Trustee and Security 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.

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) or (b) of this Condition 8.5 (*Mandatory Redemption for Taxation or Other Reasons*), or 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.

Following the occurrence of a Redemption Event, the Mortgage Loans and their Related Security comprising the Mortgage Portfolio shall be capable of being sold pursuant to the provisions of the Deed Poll on the Redemption Event Purchase Completion Date for a price equal to the Redemption Event Portfolio Purchase Price. The Redemption Event Portfolio Purchase Price will, on the Interest Payment Date immediately following the Redemption Event Portfolio Purchase Completion Date, be applied in accordance with the Post-Enforcement Priority of Payments with the result that the Notes will be redeemed in full in accordance with Condition 8.2 (*Mandatory Redemption prior to the service of an Enforcement Notice*). The Issuer shall give not more than 90 days' nor fewer than two Business Days' notice of any such redemption of the Notes to the Noteholders in accordance with Condition 16 (*Notice to Noteholders*) and the Note Trustee.

"Redemption Event Portfolio Purchase Price" means an amount not less than (without double counting):

- (i) an amount equal to the aggregate amount required to satisfy items (a) to (r) (inclusive) of the Post-Enforcement Priority of Payments on the Interest Payment Date following the Redemption Event Purchase Completion Date including (for the avoidance of doubt) the Issuer's costs and expenses (i) incurred pursuant to the sale and redemption in connection with the sale and purchase of the Mortgage Loans and their Related Security under this Condition 8.5 (*Mandatory Redemption for Taxation or Other Reasons*) and (ii) associated with transferring its interests in any Mortgage Loans and their Related Security to the Portfolio Option Holder or its nominee (if any) and an amount agreed between the Issuer and the Portfolio Option Holder in respect of costs anticipated to be incurred by the Issuer after the Redemption Event Purchase Completion Date; less
- (ii) the balance standing to the credit of the Reserve Fund; less
- (iii) (without double counting) any other amounts that would constitute Available Revenue Receipts and Available Redemption Receipts on the immediately following Interest Payment Date (provided that such amounts relate only to the periods up to (and including) the last day of the Monthly Collection Period immediately prior to the Redemption Event Purchase Completion Date);

"Redemption Event Purchase Completion Date" means the date indicated by the Portfolio Option Holder or its nominee (as applicable) in an acceptance notice addressed, inter alia, to the Issuer and confirmed by the Issuer in writing, on which the purchase by the Portfolio Option Holder or its nominee (as applicable) of the Mortgage Loans and their Related Security shall be completed in accordance with this Condition 8.5 (*Mandatory Redemption for Taxation or Other Reasons*), the Residual Certificates Conditions and the Deed Poll, **provided further that**, (i) if the Redemption Event occurs and is notified by the Issuer in accordance with the provisions of the Deed Poll not less than six Business Days prior to the Interest Payment Date immediately following the occurrence of the Redemption Event, such date shall fall on or before the Interest Payment Date immediately following the Redemption Event, and (ii) if the Redemption Event occurs and is notified by the Issuer in accordance with the provisions of the Deed Poll less than six Business Days prior to the Interest Payment Date immediately following the occurrence of the Redemption Event, such date shall fall (x) after the Interest Payment Date immediately following the occurrence of the Redemption Event and (y) on or before the second Interest Payment Date immediately following the Redemption Event;

8.6 **Principal Amount Outstanding**

The **"Principal Amount Outstanding"** of each Class of Notes on any date shall be, in each case, their original principal amount, in respect of the Class A Notes of £162,700,000, in respect of the Class B Notes of £20,500,000, in respect of the Class C Notes of £11,300,000, in respect of the Class D Notes of £6,900,000, in respect of the Class E Notes of £5,700,000, in respect of the

Class X Notes of £2,300,000, in respect of the Class Z Notes of £20,500,000, in each case less the aggregate amount of all principal payments in respect of such Class of Notes which have been made since the Closing Date.

8.7 Notice of Redemption

Any such notice as is referred to in Condition 8.3 (*Mandatory Redemption of the Notes in full on or after the Optional Redemption Date*) or Condition 8.5 (*Mandatory Redemption for Taxation or Other Reasons*) above shall be irrevocable and, upon the expiry of such notice, the Issuer shall be bound to redeem the relevant Notes at the applicable amounts specified above. Any certificate or legal opinion given by or on behalf of the Issuer pursuant to the Deed Poll may be relied on by the Note Trustee without further investigation and, if so relied on, shall be conclusive and binding on the Noteholders.

8.8 No Purchase by the Issuer

The Issuer will not be permitted to purchase any of the Notes.

8.9 Cancellation on redemption in full

All Notes redeemed in full will be cancelled upon redemption. Notes cancelled upon redemption in full may not be resold or re-issued.

9. TAXATION

All payments in respect of the Notes by or on behalf of the Issuer shall be made without withholding or deduction for, or on account of, all present and future taxes, levies, imposts, duties, fees, deductions, withholdings or charges of any nature whatsoever and wheresoever imposed, including income tax, corporation tax, value added tax or other tax in respect of added value and any franchise, transfer, sales, gross receipts, use, business, occupation, excise, personal property, real property or other tax imposed by any national, local or supranational taxing or fiscal authority or agency together with any penalties, fines or interest thereon ("**Taxes**"), unless the withholding or deduction of the Taxes is required by applicable law. In that event, subject to Condition 8.5 (*Mandatory Redemption for Taxation or Other Reasons*), the Issuer or, as the case may be, the Paying Agent shall make such payment after the withholding or deduction has been made and shall account to the relevant authorities for the amount required to be withheld or deducted. Neither the Issuer nor any Paying Agent nor any other person shall be obliged to make any additional payments to Noteholders in respect of such withholding or deduction.

10. PRESCRIPTION

Claims in respect of principal and interest on the Notes will be prescribed after ten years (in the case of principal) and five years (in the case of interest) from the Relevant Date in respect of the relevant payment.

In this Condition 10, the "**Relevant Date**", in respect of a payment, is the date on which such payment first becomes due or (if the full amount of the monies payable on that date has not been duly received by the Principal Paying Agent or the Note Trustee on or prior to such date) the date on which, the full amount of such monies having been received, and notice to that effect is duly given to the relevant Noteholders in accordance with Condition 16 (*Notice to Noteholders*).

11. EVENTS OF DEFAULT

11.1 Notes

The Note Trustee at its absolute discretion may, and if so directed in writing by the holders of at least 25 per cent. in aggregate Principal Amount Outstanding of the Most Senior Class of Notes or if so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes shall, (subject to being indemnified and/or prefunded and/or secured to its satisfaction as more particularly described in the Trust Deed) give a notice (an "**Enforcement Notice**") to the Issuer that all Classes of the Notes are immediately due and repayable at their respective Principal Amount Outstanding, together with accrued (but unpaid) interest as provided in the Trust Deed

(with a copy of such Enforcement Notice being sent simultaneously to the Security Trustee, the Legal Title Holder, the Servicer, the Back-Up Servicer Facilitator, the Issuer Account Bank, the Global Collection Account Bank, the Paratus Account Bank and the Cash Manager), if any of the following events (each, an "**Event of Default**") occur:

- (a) if default is made in the payment of any principal or interest due in respect of (i) whilst any of the Class A Notes are outstanding, the Class A Notes; (ii) (should they be the Most Senior Class of Notes) the Class B Notes; or (iii) on or following the Final Maturity Date, any Class of Notes, and in each case the default continues for: (I) a period of ten days in the case of principal, or (II) five days in the case of interest; or
- (b) if the Issuer fails to perform or observe any of its other obligations under these Conditions or any Transaction Document to which it is a party which in the opinion of the Note Trustee is materially prejudicial to the interests of the Most Senior Class of Notes and the failure continues for a period of 15 days (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) if any representation or warranty made by the Issuer under any Transaction Document is incorrect when made which in the opinion of the Note Trustee is materially prejudicial to the interests of the Most Senior Class of Notes and the matters giving rise to such misrepresentation are not remedied within a period of 15 days (except that in any case where the Note Trustee considers the matters giving rise to such misrepresentation to be incapable of remedy, then no continuation or notice as is hereinafter mentioned will be required) following the service by the Note Trustee on the Issuer of notice requiring the same to be remedied; or
- (d) if any order is made by any competent court or any resolution is passed for the winding up or dissolution of the Issuer, save for the purposes of reorganisation on terms approved in writing by the Note Trustee or by Extraordinary Resolution of the Noteholders; or
- (e) if (i) the Issuer ceases or threatens to cease to carry on the whole or, in the opinion of the Note Trustee, a substantial part of its business, save for the purposes of reorganisation on terms approved in writing by the Note Trustee or by Extraordinary Resolution of the Noteholders, or (ii) the Issuer stops or threatens to stop payment of, or is unable to, or admits inability to, pay its debts (or any class of its debts) as they fall due or the value of its assets falls to less than the amount of its liabilities (taking into account its contingent and prospective liabilities) or (iii) the Issuer is deemed unable to pay its debts pursuant to or for the purposes of any applicable law or is adjudicated or found bankrupt or insolvent; or
- (f) if proceedings are initiated against the Issuer under any applicable liquidation, insolvency, composition, reorganisation or other similar laws or an application is made (or documents filed with the court) for the appointment of an administrative or other receiver, manager, administrator or other similar official, or an administrative or other receiver, manager, administrator or other similar official is appointed, in relation to the Issuer or, as the case may be, in relation to the whole or any part of the undertaking or assets of the Issuer, and in any such case (other than the appointment of an administrator or an administrative receiver appointed following presentation of a petition for an administration order), unless initiated by the Issuer, is not discharged within 30 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).

"Potential Event of Default" means any event which may become (with the passage of time, the giving of notice, the making of any determination or any combination thereof) an Event of Default, the consequence of such event being that the Security Trustee may, in accordance with the Deed of Charge, deliver to the Issuer a notice (such notice, a **"Security Protection Notice"**) providing for the immediate conversion of the floating charge created by the Deed of Charge into a fixed charge over all assets of the Issuer which were the subject of the floating charge.

11.2 **General**

Upon the service of an Enforcement Notice by the Note Trustee in accordance with Condition 11.1 (*Notes*), all the Notes then outstanding shall thereby immediately become due and repayable at their respective Principal Amount Outstanding, together with accrued interest thereon as provided in the Trust Deed.

12. **ENFORCEMENT**

12.1 **General**

The Note Trustee may, at any time, at its discretion and without notice and in such manner as it thinks fit, take such proceedings, actions and/or steps, or direct the Security Trustee to take such proceedings, actions and/or steps against the Issuer or any other party to any of the Transaction Documents as it may think fit to enforce the provisions of (in the case of the Note Trustee) the Notes, the Residual Certificates or the Trust Deed (including these Conditions or the Residual Certificates Conditions) or (in the case of the Security Trustee) the Deed of Charge or (in either case) any of the other Transaction Documents to which it is a party and, at any time after the service of an Enforcement Notice, the Note Trustee may, at its discretion and without notice, direct the Security Trustee to 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 shall have been so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes or directed in writing by the holders of at least 25 per cent. in aggregate Principal Amount Outstanding of the Most Senior Class of Notes; and
- (b) in all cases, it shall have been indemnified and/or prefunded and/or secured to its satisfaction.

12.2 **Preservation of Assets**

If the Security has become enforceable otherwise than by reason of a default in payment of any amount due on the Notes or the Residual Certificates, 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 to the Noteholders (and all persons ranking in priority to the Noteholders as 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 Condition 12.2 without further enquiry and shall incur no liability to any person for so doing.

12.3 **Limitations on Enforcement**

No Noteholder shall be entitled to proceed directly against the Issuer or any other party to any of the Transaction Documents to enforce the performance of any of the Conditions or any of the provisions of the Transaction Documents and/or to take any other proceedings (including lodging

an appeal in any proceedings) in respect of or concerning the Issuer unless the 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 shall be entitled to take any steps or proceedings to procure the winding up, administration or liquidation of the Issuer.

12.4 **Limited Recourse**

Notwithstanding any other Condition or any provision of any Transaction Document, all obligations of the Issuer to the Noteholders are limited in recourse to the property, assets and undertakings of the Issuer the subject of any security created under and pursuant to the Deed of Charge (the "**Charged Assets**"). If:

- (a) there are no Charged Assets remaining which are capable of being realised or otherwise converted into cash;
- (b) all amounts available from the Charged Assets have been applied to meet or provide for the relevant obligations specified in, and in accordance with, the provisions of the Deed of Charge; and
- (c) there are insufficient amounts available from the Charged Assets to pay in full, in accordance with the provisions of the Deed of Charge, amounts outstanding under the Notes,

then the Noteholders shall have no further claim against the Issuer in respect of any amounts owing to them which remain due or to be paid in respect of the Notes (including, for the avoidance of doubt, payments of principal, premium (if any) or interest in respect of the Notes) and the Issuer shall be deemed to be discharged from making any further payments in respect of the Notes and any further payment rights shall be extinguished.

13. **MEETINGS OF NOTEHOLDERS, MODIFICATION, WAIVER AND SUBSTITUTION**

13.1 The Trust Deed contains provisions for convening meetings 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 these Conditions or the provisions of any of the Transaction Documents.

13.2 For the purposes of these Conditions, "**Most Senior Class of Notes**" means the Class A Notes or, if there are no Class A Notes then outstanding, the Class B Notes or, if there are no Class A Notes or Class B Notes then outstanding, the Class C Notes or, if there are no Class A Notes, Class B Notes or Class C Notes then outstanding, the Class D Notes or, if there are no Class A Notes, Class B Notes, Class C Notes or Class D Notes then outstanding, the Class E Notes or, if there are no Rated Notes then outstanding, the Class X Notes or if there are no Rated Notes or Class X Notes then outstanding, the Class Z Notes.

13.3 **Limitations on other Noteholders**

- (a) Subject as provided in Conditions 13.3(b) and 13.3(c):
 - (i) a resolution passed at any meeting of the holders of the Most Senior Class of Notes shall be binding on such Noteholders and all other Classes of Noteholders and the holders of the Residual Certificates irrespective of the effect upon them;
 - (ii) subject to Condition 13.3(a)(iii), a resolution passed at any meeting of a relevant Class of Noteholders shall be binding on (i) such Noteholders and all other Classes of Noteholders ranking junior to such Class of Noteholders in the Post-Enforcement Priority of Payments in each case and (ii) the Residual Certificates, in each case irrespective of the effect it has upon them; and
 - (iii) subject to paragraph (c) below, no resolution of any Class of Noteholders shall take effect for any purpose unless it shall have been sanctioned by an Extraordinary Resolution of the holders of the Most Senior Class of Notes and,

in the case of the Residual Certificates, all Notes ranking in priority thereto (or the Note Trustee is of the opinion that it would not be materially prejudicial to the interests of the holders of the Most Senior Class of Notes and in the case of the Residual Certificates all Notes ranking in priority thereto).

- (b) Subject as provided in Condition 13.3(c), a resolution which, in the opinion of the Note Trustee, affects the interests of the holders of Notes of only one Class or the Residual Certificates only shall be deemed to have been duly passed if passed at a separate meeting (or by a separate resolution in writing or by a separate resolution passed by way of consents received through the relevant Clearing System(s)) of the holders of that Class of Notes so affected or the Residual Certificates.
- (c) No Extraordinary Resolution of the holders of a Class or Classes of Notes or the Residual Certificates which would have the effect of sanctioning a Basic Terms Modification in respect of any Class of Notes or Residual Certificates shall take effect unless it has been sanctioned by an Extraordinary Resolution of the holders of each affected Class of Notes then outstanding and/or the holders of the Residual Certificates then in issue which are affected by such Basic Terms Modification.

13.4 **Quorum**

- (a) Subject as provided below, the quorum at any meeting of Noteholders of any Class or Classes for passing an Ordinary Resolution will be one or more persons holding or representing not less than 25 per cent. of the aggregate Principal Amount Outstanding of such Class or Classes of Notes then outstanding.
- (b) Subject as provided below, the quorum at any meeting of Noteholders of any Class or Classes for passing an Extraordinary Resolution will be one or more persons holding or representing not less than 50 per cent. of the aggregate Principal Amount Outstanding of such Class or Classes of Notes then outstanding.
- (c) Subject to the more detailed provisions set out in the Trust Deed, the quorum at any meeting of any holders of any Class or Classes of Notes or holders of any Residual Certificates passing an Extraordinary Resolution to (i) sanction a modification of the date of maturity of Notes, (ii) sanction a modification of the date of payment of principal or interest in respect of the Notes, or, where applicable, of the method of calculating the date of payment of principal or interest in respect of the Notes, or of the method of calculating the date of payment in respect of the Residual Certificates, (iii) sanction a modification of the amount of principal or the rate of interest payable in respect of the Notes, or, where applicable, of the method of calculating the amount payable of any principal or interest in respect of the Notes, or of the method of calculating the amounts payable in respect of the Residual Certificates (including, in relation to any Class of Notes or Residual Certificates, if any such modification is proposed for any Class of Notes ranking senior to such Class or the Residual Certificates in the Priorities of Payments), (iv) alter the currency in which payments under the Notes or Residual Certificates are to be made, (v) alter the quorum or majority required in relation to this exception, (vi) sanction any scheme or proposal for the sale, conversion or cancellation of the Notes or the Residual Certificates, (vii) any change to the definition of a Basic Terms Modification, or (viii) alter any of the provisions contained in this exception (each a "**Basic Terms Modification**") shall be one or more persons holding or representing in the aggregate not less than (i) three-quarters of the aggregate Principal Amount Outstanding of such Class of Notes then outstanding and (ii) three-quarters in number of the Residual Certificates then in issue. Any Extraordinary Resolution in respect of a Basic Terms Modification shall only be effective if duly passed at separate meetings (or by separate resolutions in writing or by separate resolutions passed by way of consents received through the relevant Clearing System(s)) of each relevant Class of Noteholders and (if affected) the Certificateholders in accordance with the Residual Certificates Conditions.

- (d) The quorum at any adjourned meeting shall be:
 - (i) for an Ordinary Resolution, one or more persons present and holding or representing not less than ten per cent. of the Principal Amount Outstanding of the Notes of such Class then outstanding;
 - (ii) (other than in relation to a Basic Terms Modification) for an Extraordinary Resolution shall be one or more persons present and holding or representing not less than 25 per cent. of the Principal Amount Outstanding of the Notes of such Class then outstanding; and
 - (iii) (in respect of a Basic Terms Modification) one or more persons present and holding or representing in the aggregate not less than 75 per cent. of the aggregate Principal Amount Outstanding of the Notes of such Class then outstanding or of the Residual Certificates then in issue.

The terms of the Trust Deed and the Deed of Charge provide for the Noteholders to give directions in writing to the Note Trustee upon which the Note Trustee is bound to act.

13.5 The Note Trustee may at any time and from time to time, with the written consent of the Secured Creditors which are a party to the relevant Transaction Document (such consent to be conclusively demonstrated by such Secured Creditor entering into any deed or document purporting to modify such Transaction Document) but without the consent or sanction of the Noteholders, the Certificateholders or any other Secured Creditors agree with the Issuer and any other parties and may direct the Security Trustee to agree with the Issuer and any other parties in making or sanctioning any modification:

- (a) (except in the case of a Basic Terms Modification) to these Conditions, the Residual Certificates Conditions, the Trust Deed or any other Transaction Document, which in the opinion of the Note Trustee, will not be materially prejudicial to the interests of the Noteholders (or, if there are no Notes outstanding, the interests of the Certificateholders); or
- (b) to these Conditions, the Residual Certificates Conditions, the Trust Deed or any other Transaction Document if in the opinion of the Note Trustee, such modification is of a formal, minor or technical nature or is made to correct a manifest error.

13.6 Provided that there are Notes outstanding, notwithstanding the provisions of Condition 13.5 but subject to Condition 13.7, the Note Trustee shall be obliged and shall direct the Security Trustee, without any consent or sanction of the Noteholders or the other Secured Creditors, but subject to the receipt of the prior written consent of any of the Secured Creditors party to the Transaction Document being modified (such consent to be conclusively demonstrated by such Secured Creditor entering into any deed or document purporting to modify such Transaction Document), to concur with the Issuer in making any modification (other than in respect of a Basic Terms Modification) to these Conditions and/or any Transaction Document that the Issuer 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** the Issuer (or the Cash Manager on its behalf) certifies in writing to the Note Trustee and the Security Trustee (as applicable) that such modification is necessary to comply with such criteria or, as the case may be, is solely to implement and reflect such criteria; and
- (b) for the purpose of complying with any changes in the requirements of Article 405 of Regulation (EU) No. 575/2013 (the "**CRR**"), Article 17 of the Alternative Investment Fund Managers Directive ("**AIFMD**"), Article 51(1) of Regulation (EU) No 231/2013 (the "**AIFMR**") and Article 254(2) of the Commission Delegated Regulation (EU) 2015/35 of 10 October 2014 supplementing Directive 2009/138/EC of the European Parliament and of the Council on the taking-up and pursuit of the business of Insurance and Reinsurance (Solvency II) (the "**Solvency II Delegated Act**") after the Closing Date,

including as a result of any changes to the regulatory technical standards in relation to the CRR, AIFMD, AIFMR or Solvency II Delegated Act or any other risk retention legislation or regulations or official guidance in relation thereto, **provided that** the Issuer (or the Cash Manager on its behalf) provides a written certificate to the Note Trustee and the Security Trustee (as applicable) certifying that such modification is required solely for such purpose and has been drafted solely to such effect;

- (c) for the purposes of enabling the Issuer or any other person that is party to a Transaction Document (a "**Transaction Party**") to comply with Sections 1471 through 1474 of the Code, any current or future regulations or official interpretations thereof, any agreement 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 Sections of the Code ("**FATCA**") (or any voluntary agreement entered into with a taxing authority in relation thereto), **provided that** the Issuer (or the Servicer on its behalf) or the relevant Transaction Party, as applicable, provides a written certificate to the Note Trustee and the Security Trustee (as applicable) certifying that such modification is required solely for such purpose and has been drafted solely to such effect; or
- (d) for the purpose of complying with any changes in the requirements of the CRA Regulation after the Closing Date, including as a result of the adoption of regulatory technical standards in relation to the CRA Regulation or regulations or official guidance in relation thereto, **provided that** the Issuer (or the Cash Manager on its behalf) provides a written certificate to the Note Trustee and the Security Trustee (as applicable) certifying that such modification is required solely for such purpose and has been drafted solely to such effect,

(the certificate to be provided by the Issuer or the relevant Transaction Party, as the case may be, pursuant to Conditions 13.6(a) to 13.6(d) above being a "**Modification Certificate**"). The Note Trustee is only obliged to concur with the Issuer in making any modification to these Conditions referred to in Conditions 13.6(a) and 13.6(d) and/or requiring the Security Trustee to do so above (other than in respect of a Basic Terms Modification) and/or any Transaction Document should:

- (A) at least 30 days' prior notice of any such proposed modification have been given to the Note Trustee and the Security Trustee;
- (B) the Modification Certificate in relation to such modification 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;
- (C) the consent of each Secured Creditor which is party to the relevant Transaction Document have been obtained (such consent to be conclusively demonstrated by such Secured Creditor entering into any deed or document purporting to modify such Transaction Document);
- (D) the Note Trustee be satisfied that it has been or will be reimbursed for all costs, fees and expenses (including properly incurred legal fees) incurred by it in connection with such modification;
- (E) the Issuer (or the Cash Manager or the Servicer on its behalf) either:
 - I. has obtained from each of the Rating Agencies a Rating Agency Confirmation; or
 - II. has certified in the Modification Certificate that it has informed the Rating Agencies of the proposed modification and neither of the Rating Agencies has indicated that such modification would result in a downgrade, qualification or withdrawal of the then current ratings assigned to any Class of the Notes by such Rating Agency; and

- (F) the Issuer has certified (upon which certification the Note Trustee and the Security Trustee shall rely absolutely and without further enquiry or liability) in writing to the Note Trustee (which certification may be in the Modification Certificate) that in relation to such modification (I) the Issuer has provided at least 30 days' notice to the Noteholders of each Class of the proposed modification in accordance with Condition 16 (*Notice to Noteholders*) and by publication on Bloomberg on the "Company News" screen relating to the Issuer, in each case specifying the date and time by which Noteholders must respond, and has made available at such time the modification documents for inspection at the registered office of the Principal Paying Agent for the time being during normal business hours, and (II) Noteholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of any Class of Notes 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.

If Noteholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of any Class of Notes then outstanding have notified the Issuer in accordance with the notice provided above and 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 of Notes is passed in favour of such modification in accordance with Condition 13 (*Meetings of Noteholders, Modification, Waiver and Substitution*).

Objections made in writing other than through the applicable clearing system must be accompanied by evidence to the Issuer's satisfaction (having regard to prevailing market practices) of the relevant Noteholder's holding of the Notes.

13.7 When implementing any modification pursuant to Condition 13.6:

- (a) (save to the extent the Note Trustee considers that the proposed modification would constitute a Basic Terms 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 or evidence provided to it by the Issuer or the relevant Transaction Party, as the case may be, pursuant to Condition 13.6 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; 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 the Security Trustee, as applicable, would have the effect of (i) exposing the Note Trustee or the Security Trustee, as applicable, to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (ii) increasing the obligations or duties, or decreasing the rights or protection, of the Note Trustee or the Security Trustee, as applicable, in the Transaction Documents and/or these Conditions.

13.8 Other than in relation to a Basic Terms Modification, the Note Trustee may, and may direct the Security Trustee to, without the consent or sanction of the Noteholders, the Certificateholders or the other Secured Creditors and without prejudice to its rights in respect of any further or other breach, from time to time and at any time, but only if and in so far as in the sole opinion of the Note Trustee (acting in accordance with the Trust Deed) the interests of the Noteholders (or, if there are no Notes outstanding, the Certificateholders) will not be materially prejudiced thereby, authorise or waive any proposed or actual breach of any of the covenants (including any Event of Default or Potential Event of Default) or provisions contained in or arising pursuant to the Conditions, the Residual Certificates 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 Condition 13.8 in contravention of any express direction given by Extraordinary Resolution

of the holders of the Most Senior Class of Notes or by a direction under Condition 11 (*Events of Default*) but so that no such direction or request shall affect any waiver, authorisation or determination previously given or made.

- 13.9 Any such modification, waiver, authorisation or determination by the Note Trustee, in accordance with these Conditions, the Residual Certificates Conditions or the Transaction Documents shall be binding on the Noteholders and Certificateholders and, unless the Note Trustee or, as the case may be, the Security Trustee agrees otherwise, any such modification shall be notified by the Issuer to the Noteholders as soon as practicable thereafter in accordance with Condition 16 (*Notice to Noteholders*).
- 13.10 Any modification to the Transaction Documents and these Conditions shall be notified by the Issuer in writing to the Rating Agencies (other than any modification which in the opinion of the Note Trustee (i) will not be materially prejudicial to the interests of the Noteholders (or, if there are no Notes outstanding, the interests of Certificateholders); or (ii) is a formal, minor or technical nature or is made to correct a manifest error).
- 13.11 In connection with any such substitution of principal debtor referred to in Condition 8.5 (*Mandatory Redemption for Taxation or Other Reasons*), the Note Trustee may also agree, and may direct the Security Trustee to agree, without the consent of the Noteholders or the other Secured Creditors, to a change of the laws governing the Notes, these Conditions and/or any of the Transaction Documents, **provided that** such change would not, in the opinion of the Note Trustee, be materially prejudicial to the interests of all the Noteholders and Certificateholders or the other Secured Creditors.
- 13.12 In determining whether a proposed action will not be materially prejudicial to the Noteholders or any Class of Rated Notes, the Note Trustee may, among other things, have regard to whether the Rating Agencies have confirmed orally or in writing to the Issuer or any other party to the Transaction Documents that any proposed action will not result in the withdrawal or reduction of, or entail any other adverse action with respect to, the then current ratings of the Rated Notes.
- 13.13 Where, in connection with the exercise or performance by each of them of any right, power, trust, authority, duty or discretion under or in relation to these 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 (acting on the instructions of the Note Trustee) is required to have regard to the interests of the Noteholders of any Class or Classes, it shall (A) have regard to the general interests of the Noteholders of such Class or Classes but shall not have regard to any interests arising from circumstances particular to individual Noteholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise or performance for individual Noteholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof, and the Note Trustee or, as the case may be, the Security Trustee (acting on the instructions of the Note 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 (acting on the instructions of the Note 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 and the Security Trustee (acting on the instructions of the Note Trustee) where there is a conflict of interests between one or more Classes of Notes and/or the Residual Certificates in any such case to have regard (except as expressly provided otherwise) to the interests of the holders of the Class or Classes of Notes ranking in priority to the other relevant Classes of Notes.
- 13.14 Other than in respect of any matter requiring an Extraordinary Resolution, Noteholders are required to vote by way of an Ordinary Resolution.

- 13.15 **"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 Conditions by not less than a clear majority of the Eligible Persons voting thereat on a show of hands or, if a poll is duly demanded, by a clear majority of the votes cast on such poll;
 - (b) a resolution in writing signed by or on behalf of the Noteholders of not less than a clear majority in aggregate Principal Amount Outstanding of the relevant Class of Notes, which resolution may be contained in one document or in several documents in like form each signed by or on behalf of one or more of the Noteholders of the relevant Class; or
 - (c) consent given by way of electronic consents through the relevant Clearing System(s) (in a form satisfactory to the Note Trustee) by or on behalf of the Noteholders of not less than a clear majority in aggregate Principal Amount Outstanding of the relevant Class of Notes.
- 13.16 **"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 Conditions by a majority consisting of not less than three-quarters of Eligible Persons voting at such meeting upon a show of hands or, if a poll is duly demanded, by a majority consisting of not less than three-quarters of the votes cast on such poll;
 - (b) a resolution in writing signed by or on behalf of the Noteholders of not less than three-quarters in aggregate Principal Amount Outstanding of the relevant Class of Notes, which resolution may be contained in one document or in several documents in like form each signed by or on behalf of one or more of the Noteholders of the relevant Class; or
 - (c) consent given by way of electronic consents through the relevant Clearing System(s) (in a form satisfactory to the Note Trustee) by or on behalf of the Noteholders of not less than three-quarters in aggregate Principal Amount Outstanding of the relevant Class of Notes.
- 13.17 **"Eligible Person"** means any one of the following persons who shall be entitled to attend and vote at a meeting:
- (a) a bearer of any Voting Certificate; and
 - (b) a proxy specified in any Block Voting Instruction.
- 13.18 **"Voting Certificate"** means an English language certificate issued by a Paying Agent in which it is stated:
- (a) that on the date thereof the Notes and/or Residual Certificates (not being the Notes and/or Residual Certificates (as applicable) in respect of which a Block Voting Instruction has been issued and is outstanding in respect of the meeting specified in such Voting Certificate) are blocked in an account with a clearing system and that no such Notes and/or Residual Certificates will cease to be so blocked until the first to occur of:
 - (i) the conclusion of the meeting specified in such Voting Certificate; and
 - (ii) the surrender of the Voting Certificate to the Paying Agent who issued the same; and
 - (b) that the bearer thereof is entitled to attend and vote at such meeting in respect of the Notes and/or Residual Certificates represented by such Voting Certificate.

13.19 **"Block Voting Instruction"** means an English language document issued by a Paying Agent in which:

- (a) it is certified that on the date thereof Notes and/or Residual Certificates (not being Notes and/or Residual Certificates (as applicable) in respect of which a Voting Certificate has been issued and is outstanding in respect of the meeting specified in such Block Voting Instruction) are blocked in an account with a clearing system and that no such Notes and/or such Residual Certificates will cease to be so blocked until the first to occur of:
 - (i) the conclusion of the meeting specified in such Block Voting Instruction; and
 - (ii) the Notes and/or the Residual Certificates ceasing with the agreement of the Paying Agent to be so blocked and the giving of notice by the Paying Agent to the Issuer of the necessary amendment to the Block Voting Instruction;
- (b) it is certified that each holder of such Notes and/or such Residual Certificates has instructed such Paying Agent that the vote(s) attributable to the Notes and/or the Residual Certificates so blocked should be cast in a particular way in relation to the resolution(s) to be put to such meeting and that all such instructions are, during the period commencing 48 hours prior to the time for which such meeting is convened and ending at the conclusion or adjournment thereof, neither revocable nor capable of amendment;
- (c) the aggregate principal amount or aggregate total amount of the Notes and/or the number of Residual Certificates so blocked is listed distinguishing with regard to each such resolution between those in respect of which instructions have been given that the votes attributable thereto should be cast in favour of the resolution and those in respect of which instructions have been so given that the votes attributable thereto should be cast against the resolution; and
- (d) one or more persons named in such Block Voting Instruction (each hereinafter called a **"proxy"**) is or are authorised and instructed by such Paying Agent to cast the votes attributable to the Notes and/or the Residual Certificates so listed in accordance with the instructions referred to in (c) above as set out in such Block Voting Instruction, **provided that** no such person shall be named as a proxy:
 - (i) whose appointment has been revoked and in relation to whom the relevant Paying Agent has been notified in writing of such revocation by the time which is 48 hours before the time fixed for such meeting; and
 - (ii) who was originally appointed to vote at a meeting which has been adjourned for want of a quorum and who has not been re-appointed to vote at the meeting when it is resumed.

13.20 For the purposes of this Condition 13 (*Meetings of Noteholders, Modification, Waiver and Substitution*):

"24 hours" means a period of 24 hours including all or part of a day (disregarding for this purpose the day upon which such Meeting is to be held) upon which banks are open for business in both the place where the relevant Meeting is to be held and in each of the places where the Paying Agents have their Specified Offices and such period shall be extended by one period or, to the extent necessary, more periods of 24 hours until there is included as aforesaid all or part of a day upon which banks are open for business as aforesaid; and

"48 hours" means two consecutive periods of 24 hours.

13.21 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.

13.22 **Issuer Substitution Condition**

The Note Trustee may agree, subject to such amendment of these Conditions and of any of the Transaction Documents, and subject to the terms of the Trust Deed, but without the consent of the Noteholders, to the substitution of another body corporate in place of the Issuer as principal debtor under the Trust Deed, the Notes and the Residual Certificates and in respect of the other Secured Obligations, **provided that** the conditions set out in the Trust Deed are satisfied including, *inter alia*, that the Notes are unconditionally and irrevocably guaranteed by the Issuer (unless all of the assets of the Issuer are transferred to such body corporate) and that such body corporate is a single purpose vehicle and undertakes itself to be bound by provisions corresponding to those set out in Condition 5 (*Covenants*) or that would otherwise be appropriate for a single purpose vehicle incorporated for such purposes as the Issuer in its jurisdiction of incorporation (the "**Issuer Substitution Condition**"). In the case of a substitution pursuant to this Condition 13.22, the Note Trustee may in its absolute discretion agree, without the consent of the Noteholders, to a change in law governing the Notes and/or any of the Transaction Documents unless such change would, in the opinion of the Note Trustee, be materially prejudicial to the interests of the Noteholders.

14. **INDEMNIFICATION AND EXONERATION OF THE NOTE TRUSTEE AND THE SECURITY TRUSTEE**

The Trust Deed and the Deed of Charge contain provisions governing the responsibility (and relief from responsibility) of the Note Trustee and the Security Trustee respectively and providing for their indemnification in certain circumstances, including provisions relieving them from taking 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) Subject to Condition 16.1(d), any notice to Noteholders shall be validly given if published in the *Financial Times* or, if such newspaper shall cease to be published or if timely publication therein is not practicable, in such other English newspaper or newspapers as the Note Trustee shall approve in advance having a general circulation in the United Kingdom, **provided that** if, at any time, (i) the Issuer procures that the information concerned in such notice shall appear on a page of the Bloomberg screen or any other medium for electronic display of data as may be previously approved in writing by the Note Trustee and notified to Noteholders (in each case a "**Relevant Screen**"), or (ii) paragraph (c) below applies and the Issuer has so elected, publication in the newspaper set out above or such other newspaper or newspapers shall not be required with respect to such notice. Any such notice shall be deemed to have been given on the

date of such publication or, if published more than once or on different dates, on the first date on which publication shall have been made in the newspaper or newspapers in which (or on the Relevant Screen) publication is required.

- (b) In respect of Definitive Notes, notices to Noteholders will be sent to them by (i) email or (ii) first class post (or its equivalent) or (if posted to an address outside the United Kingdom) by airmail, at the respective email addresses or addresses (as the case may be) on the Register. Any such notice sent by post will be deemed to have been given on the fourth day after the date of posting and any notice sent by email shall be deemed to have been given at the time of dispatch **provided that** in the case of a notice given by email a confirmation of receipt is received by the sending party.
- (c) While the Notes are represented by Global Notes, notices to Noteholders will be valid if published as described above or, at the option of the Issuer, if submitted to Euroclear and/or Clearstream, Luxembourg for communication by them to Noteholders. Any notice delivered to Euroclear and/or Clearstream, Luxembourg, as aforesaid shall be deemed to have been given on the day of such delivery.
- (d) So long as the relevant Notes are admitted to trading on, and listed on the official list of, the Irish Stock Exchange all notices to the Noteholders will be valid if published in a manner which complies with the rules and regulations of the Irish Stock Exchange (which includes delivering a copy of such notice to the Irish Stock Exchange) and any such notice will be deemed to have been given on the date sent to the Irish Stock Exchange.

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 Terms and 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**

- (a) If, on any Interest Payment Date, the Issuer has insufficient funds to make payment in full of all amounts of interest (which shall, for the purposes of this Condition 18, include any interest previously deferred under this Condition 18.1 and accrued interest thereon) payable in respect of the Notes (other than the Class A Notes or (should they be the Most Senior Class of Notes) 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 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 or (should they be the Most Senior Class of Notes) the Class B Notes), to the extent only of any insufficiency of funds. The Issuer shall not be entitled to such deferral on an Interest Payment Date which is the Final Maturity Date or any other Interest Payment Date on which the Notes are to be redeemed in full. No such deferral shall result in the occurrence of an Event of Default until the Final Maturity Date.
- (b) Notwithstanding the provisions of 18.1(a), should, on any Interest Payment Date, the Issuer has insufficient funds to make payment in full of all amounts of interest payable in

respect of the Class X Notes, such amounts of interest shall be cancelled and shall no longer be due and payable. No such non-payment and cancellation shall result in the occurrence of an Event of Default.

18.2 General

Any amounts of Deferred Interest in respect of a Class of Notes shall accrue interest ("**Additional Interest**") at the same rate and on the same basis as scheduled interest in respect of the corresponding Class of Notes, but shall not be capitalised. Such Deferred Interest and Additional Interest shall, in any event, become payable on the next Interest Payment Date (unless and to the extent that Condition 18.1 (*Interest*) applies) or on such earlier date as the relevant Class of Notes becomes due and repayable in full in accordance with these Conditions.

18.3 Notification

As soon as practicable after becoming aware that any part of a payment of interest on a Class of Notes (other than the Class A Notes, the Class X Notes, or (should they be the Most Senior Class of Notes) the Class B Notes)) will be deferred, or that a payment previously deferred will be made, in each case in accordance with this Condition 18, the Issuer will give notice thereof to the relevant Class of Noteholders, as appropriate, in accordance with Condition 16 (*Notice to Noteholders*).

As soon as practicable after becoming aware that any part of a payment of interest on Class X Notes will be cancelled and shall no longer be due and payable in accordance with this Condition 18, the Issuer will give notice thereof to the holders of the Class X Notes in accordance with Condition 16 (*Notice to Noteholders*).

Any deferral or cancellation (as the case may be) of interest in accordance with this Condition 18 will not constitute an Event of Default. The provisions of this Condition 18 shall cease to apply on the Final Maturity Date, or any earlier date on which the Notes are to be 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 Rated 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 Rating Agencies that the then current ratings of the Rated Notes will not be reduced, qualified, adversely affected or withdrawn thereby (a "**Rating Agency Confirmation**").
- (b) If a Rating Agency Confirmation or other response by a Rating Agency is a condition to any action or step under any Transaction Document and a written request for such Rating Agency Confirmation or response is delivered to each Rating Agency by or on behalf of the Issuer (copied to the 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 a director certifying and confirming that each of the events in paragraphs (b)(i)(A) or (B) and (b)(ii) of this Condition 19 has occurred.

20. **JURISDICTION AND GOVERNING LAW**

20.1 **Jurisdiction**

- (a) Subject to Condition 20.1(b), the Courts of England (the "**Courts**") are to have exclusive jurisdiction to settle any disputes that may arise out of or in connection with the Notes, the Residual Certificates and the Transaction Documents (including a dispute relating to non-contractual obligations or a dispute regarding the existence, validity or termination of any of the Notes, the Residual Certificates or the Transaction Documents or the consequences of their nullity) and accordingly any legal action or proceedings arising out of or in connection with the Notes and/or the Residual Certificates and/or the Transaction Documents may be brought in such Courts.
- (b) This Condition 20.1 (*Jurisdiction*) is for the benefit of the Note Trustee and Security Trustee only. As a result, and notwithstanding Condition 20.1(a) above, this Condition does not prevent the Note Trustee and/or the Security Trustee taking proceedings relating to any dispute in any other courts with jurisdiction. Further, to the extent allowed by law, the Note Trustee and/or the Security Trustee may take concurrent proceedings in any number of jurisdictions.

20.2 **Governing Law**

The Transaction Documents, the Notes, the Residual Certificates and these Conditions (and any non- contractual obligations arising out of or in connection with them) are governed by, and shall be construed in accordance with, English law except that, to the extent that the provisions of the Mortgage Sale Agreement, the Deed of Charge and any security documents supplemental thereto relate to the Scottish Mortgage Loans, such provisions and documents shall be governed by Scots law.

21. **RIGHTS OF THIRD PARTIES**

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Notes or these Conditions, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

TERMS AND CONDITIONS OF THE RESIDUAL CERTIFICATES

The following are the terms and conditions of the Residual Certificates in the form (subject to amendment) in which they will be set out in the Trust Deed (as defined below)

1. GENERAL

The one hundred and one residual certificates (the "**Residual Certificates**") of Stanlington No. 1 PLC (the "**Issuer**") are constituted by a trust deed (the "**Trust Deed**") dated on or about 9 March 2017 (the "**Closing Date**") and made between, among others, the Issuer and U.S. Bank Trustees Limited as trustee for the registered holders for the time being of the Residual Certificates (the "**Certificateholders**") (the "**Note Trustee**"). Any reference in these residual certificates terms and conditions (the "**Residual Certificates Conditions**") to a "**Class**" of Notes or of "**Noteholders**" shall be a reference to the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class Z Notes, or the Class X Notes, as the case may be, or to the respective holders thereof. The security for the Residual Certificates is constituted by a deed of charge and assignment (the "**Deed of Charge**") dated on the Closing Date and made between, among others, the Issuer and U.S. Bank Trustees Limited as trustee for the Secured Creditors (in such capacity, the "**Security Trustee**").

Pursuant to an agency agreement (the "**Agency Agreement**") dated on or around the Closing Date and made between the Issuer, the Note Trustee, Elavon Financial Services D.A.C., UK 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**") Elavon Financial Services D.A.C., UK Branch as registrar (in such capacity, the "**Registrar**") and Elavon Financial Services D.A.C., UK Branch as agent bank (in such capacity, the "**Agent Bank**"), provision is made for, *inter alia*, the payment of amounts in respect of the Residual Certificates.

The statements in these Residual Certificates Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed, the Deed of Charge, the Agency Agreement and a 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).

Physical copies of the Trust Deed, the Deed of Charge, the Agency Agreement, the Incorporated Terms Memorandum and the other Transaction Documents are available for inspection during normal business hours at the specified office for the time being of each of the Principal Paying Agents. The Certificateholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Transaction Documents applicable to them.

2. INTERPRETATION

2.1 Definitions

Capitalised terms not otherwise defined in these Residual Certificates Conditions shall bear the meanings given to them in the Incorporated Terms Memorandum available as described above.

2.2 Interpretation

These Residual Certificates Conditions shall be construed in accordance with the principles of construction set out in the Incorporated Terms Memorandum.

3. FORM AND TITLE

3.1 Form and Denomination

Each Residual Certificate will initially be represented by a global residual certificate in registered form (a "**Global Residual Certificate**").

For so long as any of the Residual Certificates are represented by a Global Residual Certificate, transfers and exchanges of beneficial interests in such Global Residual Certificate and

entitlement to payments thereunder will be effected subject to and in accordance with the rules and procedures from time to time of Euroclear Bank SA/NV ("**Euroclear**") or Clearstream Banking, *société anonyme* ("**Clearstream, Luxembourg**"), as appropriate. The Global Residual Certificate will be deposited with and registered in the name of a nominee of a common depository for Euroclear and Clearstream, Luxembourg.

A Global Residual Certificate will be exchanged for the relevant Residual Certificate in definitive registered form (such exchanged Global Residual Certificate in definitive registered form, the "**Definitive Residual Certificates**") only if either of the following applies:

- (a) both Euroclear and Clearstream, Luxembourg:
 - (i) are closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise); or
 - (ii) announce an intention permanently to cease business or to cease to make their book-entry systems available for settlement of beneficial interests in the Global Residual Certificate and do in fact do either of those things,and in either case no alternative clearing system satisfactory to the Note Trustee is available; or
- (b) as a result of any amendment to, or change in, the laws or regulations of the United Kingdom (or of any political subdivision thereof) or of any authority therein or thereof having power to tax, or in the interpretation or administration by a revenue authority or a court or in the application of such laws or regulations which become effective on or after the Closing Date, the Issuer or any Paying Agent is or will be required to make any deduction or withholding for or on account of tax from any payment in respect of the Residual Certificates which would not be required were the relevant Residual Certificates in definitive registered form.

If Definitive Residual Certificates are issued in respect of Residual Certificates originally represented by a Global Residual Certificate, the beneficial interests represented by such Global Residual Certificate shall be exchanged by the Issuer for the relevant Residual Certificates in registered definitive form.

Definitive Residual Certificates will be serially numbered and will be issued in registered form only.

References to "Residual Certificates" in these Residual Certificates Conditions shall include the Global Residual Certificate and the Definitive Residual Certificates.

3.2 **Title**

Title to the Global Residual Certificate shall pass by and upon registration in the register (the "**Register**") which the Issuer shall procure to be kept by the Registrar. The registered holder of a Global Residual Certificate may (to the fullest extent permitted by applicable laws) be deemed and treated at all times, by all persons and for all purposes (including the making of any payments), as the absolute owner of such Global Residual Certificate regardless of any notice of ownership, theft or loss or any trust or other interest therein or of any writing thereon (other than the endorsed form of transfer).

Title to Definitive Residual Certificates shall only pass by and upon registration of the transfer in the Register.

Definitive Residual Certificates may be transferred upon the surrender of the relevant Definitive Residual Certificate, with the form of transfer endorsed on it duly completed and executed, at the specified office of the Registrar. All transfers of Definitive Residual Certificates are subject to any restrictions on transfer set out on the Definitive Residual Certificates and the detailed regulations concerning transfers in the Agency Agreement.

Each new Definitive Residual Certificate to be issued upon transfer of such Definitive Residual Certificate will, within five Business Days of receipt and surrender of such Definitive Residual Certificate (duly completed and executed) for transfer, be available for delivery at the specified office of the Registrar or be mailed at the risk of the transferee entitled to such Definitive Residual Certificate to such address as may be specified in the relevant form of transfer.

Registration of a Definitive Residual Certificate on transfer will be effected without charge by the Registrar, but subject to payment of (or the giving of such indemnity as the Registrar may require for) any tax, stamp duty or other government charges which may be imposed in relation to it.

4. STATUS AND SECURITY

4.1 Status of the Residual Certificates

The Residual Certificates constitute direct, secured and (subject to the limited recourse provision in Residual Certificates Condition 11.3 (*Limited Recourse*)) unconditional obligations of the Issuer, and represent the Issuer's obligation to pay further consideration for its purchase of the Mortgage Portfolio, consisting of the Residual Payments. The Residual Certificates rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payments on the Residual Certificates. Residual Payments will be made subject to and in accordance with the Pre-Enforcement Revenue Priority of Payments, Pre-Enforcement Redemption Priority of Payments and Post-Enforcement Priority of Payments.

The Trust Deed and the Deed of Charge contain provisions requiring the Note Trustee and the Security Trustee (acting on the instructions of the Note Trustee), respectively, to have regard to the interests of the Certificateholders equally as regards all rights, powers, trusts, authorities, duties and discretions of the Note Trustee and the Security Trustee (acting on the instructions of the Note Trustee) (except where expressly provided otherwise) but requiring the Note Trustee in any such case to have regard (except as expressly provided otherwise) to the interests of the Noteholders for so long as there are any Notes outstanding.

4.2 Security

The security constituted by or pursuant to the Deed of Charge is granted to the Security Trustee for it to hold on trust for the Certificateholders and the other Secured Creditors, upon and subject to the terms and conditions of the Deed of Charge.

The Certificateholders and the other Secured Creditors will share in the benefit of the security constituted by or pursuant to the Deed of Charge, upon and subject to the terms and conditions of the Deed of Charge.

5. ISSUER COVENANTS

Save with the prior written consent of the Note Trustee or unless otherwise permitted under any of these Residual Certificates Conditions or any of the Transaction Documents, the Issuer shall not, so long as any Residual Certificate remains outstanding:

- (a) **Negative pledge:** create or permit to subsist any encumbrance (unless arising by operation of law) or other security interest whatsoever over any of its assets or undertaking;
- (b) **Restrictions on activities:** (i) engage in any activity whatsoever which is not incidental to or necessary in connection with any of the activities in which the Transaction Documents provide or envisage that the Issuer will engage or (ii) have any subsidiaries, any subsidiary undertaking (as defined in the Companies Act 1985 and the Companies Act 2006 (as applicable)) or any employees (but shall procure that, at all times, it shall retain at least one independent director) or premises;
- (c) **Disposal of assets:** assign, transfer, sell, lend, lease, part with or otherwise dispose of, or deal with, or grant any option or present or future right to acquire all or any of, its assets

or undertakings or any interest, estate, right, title or benefit therein or attempt or purport to do any of the foregoing;

- (d) **Equitable and Beneficial Interest:** permit any person, other than itself and the Security Trustee, to have any equitable or beneficial interest in any of its assets or undertakings or any interest, estate, right, title or benefit therein;
- (e) **Dividends or distributions:** pay any dividend or make any other distribution to its shareholders except out of amounts of profit retained by the Issuer in accordance with the applicable Priority of Payments which are available for distribution in accordance with the Issuer's memorandum and articles of association and with applicable laws or issue any further shares;
- (f) **Indebtedness:** incur any financial indebtedness in respect of borrowed money whatsoever or give any guarantee or indemnity in respect of any indebtedness or of any other obligation of any person;
- (g) **Merger:** consolidate or merge with any other person or convey or transfer substantially all of its properties or assets to any other person;
- (h) **No modification or waiver:** permit any of the Transaction Documents to which it is a party to become invalid or ineffective or permit the priority of the security interests created or evidenced thereby or pursuant thereto to be varied, modified, terminated, postponed, waived or agree to any modification of, or grant any consent, approval, authorisation or waiver pursuant to, or in connection with, any of the Transaction Documents to which it is a party or permit any party to any of the Transaction Documents to which it is a party to be released from its obligations or exercise any right to terminate any of the Transaction Documents to which it is a party;
- (i) **Bank accounts:** have an interest in any bank account other than the Issuer Account, unless such account or interest therein is charged to the Security Trustee on terms acceptable to the Security Trustee;
- (j) **Purchase Residual Certificates:** purchase or otherwise acquire any Residual Certificates; or
- (k) **U.S. activities:** engage in any activities in the United States (directly or through agents), or derive any income from United States sources as determined under United States income tax principles, or hold any property if doing so would cause it to be engaged in a trade or business within the United States as determined under United States income tax principles.

6. RESIDUAL PAYMENTS

6.1 Right to Residual Payments

Each Residual Certificate represents a *pro rata* entitlement to receive Residual Payments by way of further consideration for the purchase by the Issuer of the Mortgage Portfolio.

6.2 Payment

A Residual Payment may be payable in respect of the Residual Certificates on each Interest Payment Date and each date on which amounts are to be applied in accordance with the Post-Enforcement Priority of Payments.

- (a) **"Interest Payment Date"** means each date determined as an Interest Payment Date in accordance with the Conditions of the Notes.
- (b) **"Residual Payment"** means:
 - (i) prior to the delivery of an Enforcement Notice, in respect of each Interest Payment Date, the amount (if any) by which Available Revenue Receipts

exceeds the amounts required to satisfy items (a) to (x) of the Pre-Enforcement Revenue Priority of Payments on that Interest Payment Date; and

- (ii) following the delivery of an Enforcement Notice, in respect of each date on which amounts are to be applied in accordance with the Post-Enforcement Priority of Payments, the amount by which amounts available for payment in accordance with the Post-Enforcement Priority of Payments exceeds the amounts required to satisfy items (a) to (r) of the Post-Enforcement Priority of Payments on that date.
- (c) **"Residual Payment Amount"** means, for a Residual Certificate on any date on which amounts are to be applied in accordance with the applicable Priority of Payments, the Residual Payment for that date, divided by the number of Residual Certificates then in issue rounded downwards to the nearest penny.

6.3 **Determination of Residual Payment**

The Cash Manager shall on each Calculation Date determine the Residual Payment payable on the immediately following Interest Payment Date and the Residual Payment Amount payable in respect of each Residual Certificate on such Interest Payment Date.

6.4 **Publication of Residual Payment and Residual Payment Amount**

The Cash Manager shall cause the Residual Payment and Residual Payment Amount (if any) for each Interest Payment Date to be notified to the Issuer, the Cash Manager, the Note Trustee, the Registrar and the Paying Agents (as applicable) and to be published in accordance with Residual Certificates Condition 15 (*Notice to Certificateholders*) as soon as possible after their determination and in no event later than two Business Days prior to the immediately succeeding Interest Payment Date.

6.5 **Determination by the Note Trustee**

The Note Trustee may, without liability therefor, if the Cash Manager defaults at any time in its obligation to determine the Residual Payment and Residual Payment Amount (if any) in accordance with the above provisions and the Note Trustee has been notified of this default, determine or cause to be determined the Residual Payment and Residual Payment Amount (if any), in the manner provided in this Residual Certificates Condition 6.5. Any such determination shall be deemed to be a determination made by the Cash Manager.

6.6 **Notifications to be Final**

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Residual Certificates Condition 6.6, whether by 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 Registrar, the Paying Agents and all Certificateholders and (in the absence of wilful default, gross negligence or fraud) no liability to the Issuer or the Certificateholders shall attach to the Cash Manager, the Registrar or, if applicable, the Note Trustee in connection with the exercise or non-exercise by any of them of their powers, duties and discretions under this Residual Certificates Condition 6.6.

6.7 **Termination of Payments**

Following the redemption in full of the Notes, the realisation of the Charged Assets and payment of the proceeds of realisation in accordance with the applicable Priority of Payments, no more Residual Payments will be made by the Issuer and the Residual Certificates shall be cancelled.

7. **PAYMENTS**

7.1 **Payment of Residual Payment Amounts**

Subject to the second paragraph of Residual Certificates Condition 3.1 (*Form and Denomination*), payments of Residual Payment Amounts shall be made by credit or transfer to an account in sterling maintained by the payee.

7.2 **Laws and Regulations**

Payments of any Residual Payment Amounts are subject, in all cases, to (i) any fiscal or other laws and regulations applicable thereto and (ii) any withholding or deduction required pursuant to an agreement described in section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to sections 1471 to 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof or any law implementing an intergovernmental approach thereto. Certificateholders will not be charged commissions or expenses on payments.

7.3 **Change of Paying Agents**

The Issuer reserves the right, subject to the prior written approval of the Note Trustee, at any time to vary or terminate the appointment of the Principal Paying Agent or the Registrar and to appoint additional or other agents, **provided that** there will at all times be a person appointed to perform the obligations of the Principal Paying Agent with a specified office in London, and a person appointed to perform the obligations of 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 Certificateholders in accordance with Residual Certificates Condition 15 (*Notice to Certificateholders*).

7.4 **No Payment on non-Business Day**

If the date for payment of any amount in respect of a Residual Certificate is not a Presentation Date, Certificateholders shall not be entitled to payment until the next following Presentation Date and shall not be entitled to interest or other payment in respect of such delay. In this Residual Certificates Condition 7.4, the expression "**Presentation Date**" means a day which is (a) a Business Day and (b) a day on which banks are generally open for business in the relevant place.

8. **TAXATION**

All payments of Residual Payment Amounts by or on behalf of the Issuer shall be made without withholding or deduction for, or on account of, all present and future taxes, levies, imports, duties, fees, deductions, withholding or charges of any nature whatsoever and wheresoever imposed, including income tax, corporation tax, value added tax or other tax in respect of added value and any franchise, transfer, sales, gross receipts, use, business, occupation, excise, personal property, real property or other tax imposed by any national, local or supranational taxing or fiscal authority or agency together with any penalties, fines or interest thereon ("**Taxes**"), unless the withholding or deduction of the Taxes is required by applicable law. In that event, the Issuer or, as the case may be, the Paying Agent shall make such payment after the withholding or deduction has been made and shall account to the relevant authorities for the amount required to be withheld or deducted. Neither the Issuer nor any Paying Agent nor any other person shall be obliged to make any additional payments to Certificateholders in respect of such withholding or deduction.

9. **PRESCRIPTION**

Claims in respect of Residual Payment Amounts will be prescribed after ten years from the Relevant Date in respect of the relevant payment.

In this Residual Certificates Condition 9, the "**Relevant Date**", in respect of a payment, is the date on which such payment first becomes due or (if the full amount of the monies payable on that date has not been duly received by the Principal Paying Agent or the Note Trustee on or prior to such date) the date on which, the full amount of such monies having been received, and notice to that effect is duly given to the relevant Certificateholders in accordance with Residual Certificates Condition 15 (*Notice to Certificateholders*).

10. **EVENTS OF DEFAULT**

10.1 **Residual Certificates**

The Note Trustee at its absolute discretion may, and, provided all of the Notes have been redeemed in full, if so directed in writing by the holders of at least 25 per cent. of the Residual Certificates in number or if so directed by an Extraordinary Resolution of the Certificateholders shall (subject to being indemnified and/or prefunded and/or secured to its satisfaction as more particularly described in the Trust Deed), give a notice (an "**Enforcement Notice**") to the Issuer that any Residual Payments pursuant to the Residual Certificates are immediately due and payable in any of the following events (each, an "**Event of Default**") with a copy of such Enforcement Notice being sent simultaneously to the Security Trustee, the Legal Title Holder, the Servicer, the Issuer Account Bank and the Cash Manager:

- (a) if default is made in the payment of any amount due in respect of the Residual Certificates and the default continues for a period of five days from the due date for payment; or
- (b) if the Issuer fails to perform or observe any of its other obligations under these Residual Certificates Conditions or any Transaction Document to which it is a party and the failure continues for a period of 30 days (following the service by the Note Trustee on the Issuer of notice requiring the same to be remedied), except in any case where the Note Trustee considers the failure to be incapable of remedy, in which case no continuation or notice as is aforementioned will be required; or
- (c) if any representation or warranty made by the Issuer under any Transaction Document is incorrect when made which in the opinion of the Note Trustee is materially prejudicial to the interests of the Certificateholders and the matters giving rise to such misrepresentation are not remedied within a period of 15 days (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 Certificateholders; or
- (e) if (i) the Issuer ceases or threatens to cease to carry on the whole or a substantial part of its business, save for the purposes of reorganisation on terms approved in writing by the Note Trustee or by Extraordinary Resolution of the Certificateholders, or (ii) the Issuer stops or threatens to stop payment of, or is unable to, or admits inability to, pay its debts (or any class of its debts) as they fall due or the value of its assets falls to less than the amount of its liabilities (taking into account its contingent and prospective liabilities) or (iii) the Issuer is deemed unable to pay its debts pursuant to or for the purposes of any applicable law or is adjudicated or found bankrupt or insolvent; or
- (f) if proceedings are initiated against the Issuer under any applicable liquidation, insolvency, composition, reorganisation or other similar laws or an application is made (or documents filed with a court) for the appointment of an administrative or other receiver, manager, administrator or other similar official, or an administrative or other receiver, manager, administrator or other similar official is appointed, in relation to the Issuer or, as the case may be, in relation to the whole or any part of the undertaking or

assets of the Issuer, and in any such case (other than the appointment of an administrator or an administrative receiver appointed following presentation of a petition for an administration order) unless initiated by the Issuer, is not discharged or within 30 days; or

- (g) if the Issuer (or its directors or shareholders) initiates or consents to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, reorganisation or other similar laws or makes a conveyance or assignment for the benefit of, or enters into any composition or other arrangement with, its creditors generally (or any class of its creditors) or takes steps with a view to obtaining a moratorium in respect of any of its indebtedness or any meeting is convened to consider a proposal for an arrangement or composition with its creditors generally (or any class of its creditors).

10.2 **General**

Upon the service of an Enforcement Notice by the Note Trustee in accordance with Residual Certificates Condition 10.1 (*Residual Certificates*), any Residual Payments pursuant to the Residual Certificates shall thereby immediately become due and payable.

11. **ENFORCEMENT**

11.1 **General**

The Note Trustee may, at any time, at its discretion and without notice and in such manner as it thinks fit, take such proceedings, actions and/or steps or direct the Security Trustee to take such proceedings, actions and/or steps against the Issuer or any other party to any of the Transaction Documents as it may think fit to enforce the provisions of (in the case of the Note Trustee) the Residual Certificates or the Trust Deed (including these Residual Certificates Conditions) or (in the case of the Security Trustee) the Deed of Charge or (in either case) any of the other Transaction Documents to which it is a party and, at any time after the service of an Enforcement Notice, the Note Trustee may, at its discretion and without notice, direct the Security Trustee to 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, following redemption of the Notes in full:

- (a) the Note Trustee shall have been so directed by an Extraordinary Resolution of the Certificateholders or directed in writing by the holders of at least 25 per cent. of the Residual Certificates in number; and
- (b) in all cases, it shall have been indemnified and/or prefunded and/or secured to its satisfaction.

Other than as provided in Condition 11.2 (*Limitations on Enforcement*), no Certificateholder may proceed directly against the Issuer.

11.2 **Limitations on Enforcement**

No Certificateholder shall be entitled to proceed directly against the Issuer or any other party to any of the Transaction Documents to enforce the performance of any of the Residual Certificates Conditions or any of the provisions of the Transaction Documents and/or to take any other proceedings (including lodging an appeal in any proceedings) in respect of or concerning the Issuer unless 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 Certificateholder shall be entitled to take any steps or proceedings to procure the winding up, administration or liquidation of the Issuer.

11.3 **Limited Recourse**

Notwithstanding any other Residual Certificates Condition or any provision of any Transaction Document, all obligations of the Issuer to the Certificateholders are limited in recourse to the property, assets and undertakings of the Issuer the subject of any security created under and pursuant to the Deed of Charge (the "**Charged Assets**"). If:

- (a) there are no Charged Assets remaining which are capable of being realised or otherwise converted into cash;
- (b) all amounts available from the Charged Assets have been applied to meet or provide for the relevant obligations specified in, and in accordance with, the provisions of the Deed of Charge; and
- (c) there are insufficient amounts available from the Charged Assets to pay, in accordance with the provisions of the Deed of Charge, any further amounts under the Residual Certificates (including payments of Residual Payment Amounts),

then the Certificateholders shall have no further claim against the Issuer in respect of any further amounts due or to be paid in respect of the Residual Certificates (including, for the avoidance of doubt, payments of Residual Payment Amounts in respect of the Residual Certificates) and the Issuer shall be deemed to be discharged from making any further payments in respect of the Residual Certificates and any further payment rights shall be extinguished.

12. **MEETINGS OF CERTIFICATEHOLDERS AND NOTEHOLDERS, MODIFICATION, WAIVER AND SUBSTITUTION**

12.1 The Trust Deed contains provisions for convening meetings of the Noteholders of each Class and, in certain cases, more than one Class, and the Certificateholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of these Residual Certificates Conditions, the Conditions or the provisions of any of the Transaction Documents.

12.2 For the purposes of these Residual Certificates Conditions, "**Most Senior Class of Notes**" means the Class A Notes or, if there are no Class A Notes then outstanding, the Class B Notes or, if there are no Class A Notes or Class B Notes then outstanding, the Class C Notes or, if there are no Class A Notes, Class B Notes or Class C Notes then outstanding, the Class D Notes or, if there are no Class A Notes, Class B Notes, Class C Notes or Class D Notes outstanding, the Class E Notes or, if there are no Rated Notes then outstanding, the Class X Notes and or if there are no Rated Notes or Class X Notes then outstanding, the Class Z Notes.

12.3 **Limitations on other Noteholders and Certificateholders**

- (a) Subject as provided in Residual Certificates Conditions 12.3(a)(i) and 12.3(c):
 - (i) subject to Residual Certificates Conditions 12.3(a)(ii) and (iii), a resolution passed at any meeting of the holders of the Most Senior Class of Notes shall be binding on all other Classes of Noteholders and the holders of the Residual Certificates irrespective of the effect it has upon them;
 - (ii) subject to Residual Certificates Condition 12.3(a)(iii), a resolution passed at any meeting of a relevant Class of Noteholders shall be binding on (i) all other Classes of Noteholders ranking junior to the Most Senior Class of Notes in each case and (ii) the Residual Certificates, in each case irrespective of the effect it has upon them; and
 - (iii) subject to paragraph (c) below, no resolution of any Class of Noteholders or the Certificateholders shall take effect for any purpose while any of the Most Senior Class of Notes remain outstanding unless it shall have been sanctioned by an Extraordinary Resolution of the holders of the Most Senior Class of Notes or the Note Trustee is of the opinion that it would not be materially prejudicial to the interests of the holders of the Most Senior Class of Notes.
- (b) Subject as provided in Residual Certificates Conditions 12.3(c), a resolution which, in the opinion of the Note Trustee, affects the interests of the holders of Notes of only one Class or the Residual Certificates only, shall be deemed to have been duly passed if passed at a separate meeting (or by a separate resolution passed by way of consents received through the relevant Clearing System(s)) of the holders of that Class of Notes so affected or the Residual Certificates.

- (c) No Extraordinary Resolution of the holders of a Class or Classes of Notes or the Residual Certificates which would have the effect of sanctioning a Basic Terms Modification in respect of any Class of Notes or Residual Certificates shall take effect unless it has been sanctioned by an Extraordinary Resolution of the holders of each affected Class of Notes then outstanding and/or the holders of the Residual Certificates then in issue (if affected) which are affected by such Basic Terms Modification.

12.4 Quorum

- (a) Subject as provided below, the quorum at any meeting of Certificateholders for passing an Ordinary Resolution will be one or more persons holding or representing not less than 25 per cent. of the Residual Certificates then in issue.
- (b) Subject as provided below, the quorum at any meeting of Certificateholders for passing an Extraordinary Resolution will be one or more persons holding or representing not less than 50 per cent. of the Residual Certificates then in issue.
- (c) Subject to the more detailed provisions set out in the Trust Deed, the quorum at any meeting of any holders of any Residual Certificates passing an Extraordinary Resolution to (i) sanction a modification of the date of maturity of 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 or of the method of calculating the date of payment in respect of the Residual Certificates, (iii) sanction a modification of the amount of principal or the rate of interest payable in respect of the Notes, or where applicable, of the method of calculating the amount payable of any principal or interest in respect of the Notes or of the method of calculating the amounts payable in respect of the Residual Certificates (including, if any such modification is proposed for any Class of Notes), (iv) alter the currency in which payments under the Notes or Residual Certificates are to be made, (v) alter the quorum or majority required in relation to this exception, (vi) sanction any scheme or proposal for the sale, conversion or cancellation of the Notes or the Residual Certificates, (vii) make any change to the definition of Basic Terms Modification, or (viii) alter any of the provisions contained in this exception (each a "**Basic Terms Modification**"), shall be one or more persons holding or representing in the aggregate not less than (i) three-quarters of the aggregate Principal Amount Outstanding of such Class of Notes then outstanding and (ii) three-quarters in number of the Residual Certificates then in issue. Any Extraordinary Resolution in respect of a Basic Terms Modification shall only be effective if duly passed at separate meetings (or by separate resolutions in writing or by separate resolutions passed by way of consents received through the relevant Clearing System(s)) of each relevant Class of Noteholders and (if affected) by a meeting of the Certificateholders.
- (d) The quorum at any adjourned meeting shall be:
 - (i) for an Ordinary Resolution, one or more persons present and holding or representing not less than ten per cent. of the Principal Amount Outstanding of the Notes of such Class then outstanding or any Residual Certificates then in issue;
 - (ii) (other than in relation to a Basic Terms Modification) for an Extraordinary Resolution one or more persons present and holding or representing not less than 25 per cent. of the Principal Amount Outstanding of the Notes of such Class then outstanding or any of the Residual Certificates then in issue; and
 - (iii) (in respect of a Basic Terms Modification) one or more persons present and holding or representing in the aggregate not less than 75 per cent. of the aggregate Principal Amount Outstanding of the Notes of such Class then outstanding or any of the Residual Certificates then in issue.

- 12.5 The Note Trustee may at any time and from time to time, only with the written consent of the Secured Creditors which are a party to the relevant Transaction Document (such consent to be

conclusively demonstrated by such Secured Creditor entering into any deed or document purporting to modify such Transaction Document) but without the consent or sanction of the Noteholders, the Certificateholders or any other Secured Creditors agree with the Issuer and any other parties and may direct the Security Trustee to agree with the Issuer and any other parties in making or sanctioning any modification:

- (a) to these Residual Certificates Conditions, the Conditions, the Trust Deed or any other Transaction Document, which in the opinion of the Note Trustee will not be materially prejudicial to the interests of the Noteholders (or if there are no Notes outstanding, the interests of the Certificateholders); or
- (b) to these Residual Certificates Conditions, the Conditions, the Trust Deed or any other Transaction Document if in the opinion of the Note Trustee such modification is of a formal, minor or technical nature or is made to correct a manifest error.

- 12.6 The Note Trustee may, and may direct the Security Trustee to, without the consent or sanction of the Noteholders, the Certificateholders or the other Secured Creditors and without prejudice to its rights in respect of any further or other breach, from time to time and at any time, but only if and in so far as in the sole opinion of the Note Trustee (acting in accordance with the Trust Deed) the interests of the Noteholders (or, if there are no Notes outstanding, the Certificateholders) will not be materially prejudiced thereby, authorise or waive any proposed or actual breach (including any Event of Default or Potential Event of Default) of any of the covenants or provisions contained in or arising pursuant to the Conditions, the Residual Certificates Conditions or any of the Transaction Documents by any party thereto, **provided that** the Note Trustee shall not exercise any powers conferred on it by this Residual Certificates Condition 12.6 in contravention of any express direction given by Extraordinary Resolution of the holders of the Most Senior Class of Notes or by a direction under Residual Certificates Condition 10 (*Events of Default*) but so that no such direction or request shall affect any waiver, authorisation or determination previously given or made.
- 12.7 Any such modification, waiver, authorisation or determination by the Note Trustee, in accordance with the Conditions, these Residual Certificates Conditions or the Transaction Documents shall be binding on the Certificateholders and, unless the Note Trustee or, as the case may be, the Security Trustee agrees otherwise, any such modification shall be notified by the Issuer to the Certificateholders as soon as practicable thereafter in accordance with Residual Certificates Condition 15 (*Notice to Certificateholders*).
- 12.8 Any modification to the Transaction Documents shall be notified by the Issuer in writing to the Rating Agencies (other than any modification which in the opinion of the Note Trustee (i) will not be materially prejudicial to the interests of the Noteholders (or, if there are no Notes outstanding, the interest of Certificateholders); or (ii) is of a formal, minor or technical nature or is made to correct a manifest error).
- 12.9 In connection with any such substitution of principal debtor referred to in Condition 8.5 (*Mandatory Redemption for Taxation or Other Reasons*) or the Residual Certificates Condition 12.19 (*Issuer Substitution Condition*), the Note Trustee and the Security Trustee may also agree, without the consent of the Certificateholders or the other Secured Creditors, to a change of the laws governing the Residual Certificates, these Residual Certificates Conditions and/or any of the Transaction Documents, **provided that** such change would not, in the opinion of the Note Trustee or, as the case may be, the Security Trustee be materially prejudicial to the interests of the Certificateholders or the other Secured Creditors.
- 12.10 Where, in connection with the exercise or performance by each of them of any right, power, trust, authority, duty or discretion under or in relation to these Residual Certificates Conditions or any of the Transaction Documents (including in relation to any modification, waiver, authorisation, determination, substitution or change of laws as referred to above), the Note Trustee or the Security Trustee (acting on the instructions of the Note Trustee) is required to have regard to the interests of the Certificateholders, it shall have regard to the general interests of the Certificateholders but shall not have regard to any interests arising from circumstances particular to individual Certificateholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise or performance for individual

Certificateholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof, and the Note Trustee or, as the case may be, the Security Trustee (acting on the instructions of the Note Trustee) shall not be entitled to require, nor shall any Certificateholders be entitled to claim from the Issuer, the Note Trustee or the Security Trustee or any other person, any indemnification or payment in respect of any tax consequences of any such exercise upon individual Certificateholders.

12.11 Other than in respect of any matter requiring an Extraordinary Resolution, Certificateholders are required to vote by way of an Ordinary Resolution.

12.12 **"Ordinary Resolution"** means:

- (a) a resolution passed at a meeting of Certificateholders duly convened and held in accordance with the Trust Deed and the Residual Certificates Conditions by not less than a clear majority of the Eligible Persons voting thereat on a show of hands or, if a poll is duly demanded, by a clear majority of the votes cast on such poll;
- (b) a resolution in writing signed by or on behalf of the Certificateholders of not less than a clear majority in number of the Residual Certificates then in issue, which resolution may be contained in one document or in several documents in like form each signed by or on behalf of one or more of the Certificateholders; or
- (c) consent given by way of electronic consents through the relevant Clearing System(s) (in a form satisfactory to the Note Trustee) by or on behalf of the Certificateholders of not less than a clear majority in number of the Residual Certificates then in issue.

12.13 **"Extraordinary Resolution"** means:

- (a) a resolution passed at a meeting of Certificateholders duly convened and held in accordance with the Trust Deed and the Residual Certificates Conditions by a majority consisting of not less than three-quarters of the Eligible Persons voting at such meeting upon a show of hands or, if a poll is duly demanded, by a majority consisting of not less than three-quarters of the votes cast on such poll;
- (b) a resolution in writing signed by or on behalf of the Certificateholders of not less than three-quarters in number of the holders of the Residual Certificates, which resolution may be contained in one document or in several documents in like form each signed by or on behalf of one or more of the Certificateholders; or
- (c) consent given by way of electronic consents through the relevant Clearing System(s) (in a form satisfactory to the Note Trustee) by or on behalf of the Certificateholders of not less than three-quarters in number of the holders of the Residual Certificates then in issue.

12.14 **"Eligible Person"** means any one of the following persons who shall be entitled to attend and vote at a meeting:

- (a) a bearer of any Voting Certificate; and
- (b) a proxy specified in any Block Voting Instruction.

12.15 **"Voting Certificate"** means an English language certificate issued by a Paying Agent in which it is stated:

- (a) that on the date thereof the Notes and/or Residual Certificates (not being the Notes and/or Residual Certificates (as applicable) in respect of which a Block Voting Instruction has been issued and is outstanding in respect of the meeting specified in such Voting Certificate) are blocked in an account with a clearing system and that no such Notes and/or Residual Certificates will cease to be so blocked until the first to occur of:
 - (i) the conclusion of the meeting specified in such Voting Certificate; and

- (ii) the surrender of the Voting Certificate to the Paying Agent who issued the same; and
 - (b) that the bearer thereof is entitled to attend and vote at such meeting in respect of the Notes and/or Residual Certificates represented by such Voting Certificate.
- 12.16 **"Block Voting Instruction"** means an English language document issued by a Paying Agent in which:
- (a) it is certified that on the date thereof Notes and/or Residual Certificates (not being Notes and/or Residual Certificates (as applicable) in respect of which a Voting Certificate has been issued and is outstanding in respect of the meeting specified in such Block Voting Instruction) are blocked in an account with a clearing system and that no such Notes and/or such Residual Certificates will cease to be so blocked until the first to occur of:
 - (i) the conclusion of the meeting specified in such Block Voting Instruction; and
 - (ii) the Notes and/or the Residual Certificates ceasing with the agreement of the Paying Agent to be so blocked and the giving of notice by the Paying Agent to the Issuer of the necessary amendment to the Block Voting Instruction;
 - (b) it is certified that each holder of such Notes and/or such Residual Certificates has instructed such Paying Agent that the vote(s) attributable to the Notes and/or the Residual Certificates so blocked should be cast in a particular way in relation to the resolution(s) to be put to such meeting and that all such instructions are, during the period commencing 48 hours prior to the time for which such meeting is convened and ending at the conclusion or adjournment thereof, neither revocable nor capable of amendment;
 - (c) the aggregate principal amount or aggregate total amount of the Notes and/or the number of Residual Certificates so blocked is listed distinguishing with regard to each such resolution between those in respect of which instructions have been given that the votes attributable thereto should be cast in favour of the resolution and those in respect of which instructions have been so given that the votes attributable thereto should be cast against the resolution; and
 - (d) one or more persons named in such Block Voting Instruction (each hereinafter called a **"proxy"**) is or are authorised and instructed by such Paying Agent to cast the votes attributable to the Notes and/or the Residual Certificates so listed in accordance with the instructions referred to in (c) above as set out in such Block Voting Instruction, **provided that** no such person shall be named as a proxy:
 - (i) whose appointment has been revoked and in relation to whom the relevant Paying Agent has been notified in writing of such revocation by the time which is 48 hours before the time fixed for such meeting; and
 - (ii) who was originally appointed to vote at a meeting which has been adjourned for want of a quorum and who has not been re-appointed to vote at the meeting when it is resumed.
- 12.17 For the purposes of this Condition 12 (*Meetings of Certificateholders and Noteholders, Modification, Waiver and Substitution*):
- "24 hours"** means a period of 24 hours including all or part of a day (disregarding for this purpose the day upon which such Meeting is to be held) upon which banks are open for business in both the place where the relevant Meeting is to be held and in each of the places where the Paying Agents have their Specified Offices and such period shall be extended by one period or, to the extent necessary, more periods of 24 hours until there is included as aforesaid all or part of a day upon which banks are open for business as aforesaid; and
- "48 hours"** means 2 consecutive periods of 24 hours.

- 12.18 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.

12.19 **Issuer Substitution Condition**

The Note Trustee may agree, subject to such amendment of these Residual Certificates Conditions and of any of the Transaction Documents, and to such other conditions as the Note Trustee may require and subject to the terms of the Trust Deed, but without the consent of the Certificateholders, to the substitution of another body corporate in place of the Issuer as principal debtor under the Trust Deed, the Notes and the Residual Certificates and in respect of the other Secured Obligations, **provided that** the conditions set out in the Trust Deed are satisfied including, *inter alia*, that the Residual Certificates are unconditionally and irrevocably guaranteed by the Issuer (unless all of the assets of the Issuer are transferred to such body corporate) and that such body corporate is a single purpose vehicle and undertakes itself to be bound by provisions corresponding to those set out in Residual Certificates Condition 5 (*Issuer Covenants*) (the "**Issuer Substitution Condition**"). In the case of a substitution pursuant to this Residual Certificates Condition 12.19, the Note Trustee may in its absolute discretion agree, without the consent of the Certificateholders, to a change in law governing the Residual Certificates and/or any of the Transaction Documents unless such change would, in the opinion of the Note Trustee, be materially prejudicial to the interests of the Certificateholders.

13. **INDEMNIFICATION AND EXONERATION OF THE NOTE TRUSTEE AND THE SECURITY TRUSTEE**

The Trust Deed and the Deed of Charge contain provisions governing the responsibility (and relief from responsibility) of the Note Trustee and the Security Trustee respectively and providing for their indemnification in certain circumstances, including provisions relieving them from taking action or, in the case of the Security Trustee, enforcing the Security, unless indemnified and/or prefunded and/or secured to their satisfaction.

The Trust Deed and the Deed of Charge also contain provisions pursuant to which the Note Trustee and the Security Trustee are entitled, *inter alia*, (a) to enter into business transactions with the Issuer and/or any other party to any of the Transaction Documents and to act as trustee for the holders of any other securities issued or guaranteed by, or relating to, the Issuer and/or any other party to any of the Transaction Documents, (b) to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interests of, or consequences for, individual Certificateholders and (c) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

14. **REPLACEMENT OF RESIDUAL CERTIFICATES**

If any Residual Certificate is mutilated, defaced, lost, stolen or destroyed, it may be replaced at the specified office of the Registrar subject to all applicable laws. Replacement of any mutilated, defaced, lost, stolen or destroyed Residual Certificate will only be made on payment of such costs as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. A mutilated or defaced Residual Certificate must be surrendered before a new one will be issued.

15. **NOTICE TO CERTIFICATEHOLDERS**

15.1 **Publication of Notice**

While the Residual Certificates are represented by a Global Residual Certificate, notices to Certificateholders will be valid if submitted to Euroclear and/or Clearstream, Luxembourg for communication by them to Certificateholders. Any notice delivered to Euroclear and/or Clearstream, Luxembourg, as aforesaid, shall be deemed to have been given on the day of such delivery.

While the Residual Certificates are represented by Definitive Residual Certificates, the Note Trustee shall be at liberty to sanction any method of giving notice to the Certificateholders if, in its opinion, such method is reasonable having regard to market practice then prevailing and

provided that notice of such other method is given to the Certificateholders in such manner as the Note Trustee shall deem appropriate.

15.2 **Note Trustee's Discretion to Select Alternative Method**

The Note Trustee shall be at liberty to sanction some other method of giving notice to the Certificateholders or category of them if, in its sole opinion, such other method is reasonable having regard to market practice then prevailing and to the requirements of the quotation systems on or by which the Residual Certificates are then quoted and/or traded and **provided that** notice of such other method is given to the Certificateholders in such manner as the Note Trustee shall require.

16. **REPLACEMENT RESIDUAL CERTIFICATES**

If the Issuer Substitution Condition is satisfied, the Issuer may, without the consent of the Certificateholders, issue replacement residual certificates to replace the Residual Certificates, which shall have terms and conditions which may differ from the terms and conditions of the Residual Certificates which it replaces.

17. **JURISDICTION AND GOVERNING LAW**

17.1 **Jurisdiction**

- (a) Subject to Residual Certificates Condition 17.1(b), the Courts of England (the "**Courts**") are to have exclusive jurisdiction to settle any disputes that may arise out of or in connection with the Notes, the Residual Certificates and the Transaction Documents (including a dispute relating to non-contractual obligations or a dispute regarding the existence, validity or termination of any of the Notes, the Residual Certificates or the Transaction Documents or the consequences of their nullity) and accordingly any legal action or proceedings arising out of or in connection with the Notes and/or the Residual Certificates and/or the Transaction Documents may be brought in such Courts.
- (b) This Residual Certificates Condition 17.1 (*Jurisdiction*) is for the benefit of the Note Trustee and Security Trustee only. As a result, and notwithstanding Residual Certificates Condition 17.1(a) above, this Condition does not prevent the Note Trustee and/or the Security Trustee taking proceedings relating to any dispute in any other courts with jurisdiction. Further, to the extent allowed by law, the Note Trustee and/or the Security Trustee may take concurrent proceedings in any number of jurisdictions.

17.2 **Governing Law**

The Transaction Documents, the Notes, the Residual Certificates and these Residual Certificates Conditions (and any non-contractual obligations arising out of or in connection with them) are governed by, and shall be construed in accordance with, English law 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 Scottish Mortgage Loans, such provisions and documents shall be governed by Scots law.

18. **RIGHTS OF THIRD PARTIES**

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Residual Certificates or these Residual Certificates Conditions, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

TAXATION

United Kingdom Taxation

The following is a summary of the United Kingdom withholding taxation treatment at the date hereof in relation to payments of principal and interest in respect of the Notes. It is based on current law and the practice of Her Majesty's Revenue and Customs ("HMRC"), which may be subject to change, sometimes with retrospective effect. The comments do not deal with other United Kingdom tax aspects of acquiring, holding or disposing of the Notes. The comments relate only to the position of persons who are absolute beneficial owners of the Notes. The following is a general guide for information purposes and should be treated with appropriate caution. It is not intended as tax advice and it does not purport to describe all of the tax considerations that may be relevant to a prospective purchaser. Noteholders who are in any doubt as to their tax position should consult their professional advisers. Noteholders who may be liable to taxation in jurisdictions other than the United Kingdom in respect of their acquisition, holding or disposal of the Notes are particularly advised to consult their professional advisers as to whether they are so liable (and if so under the laws of which jurisdictions), since the following comments relate only to certain United Kingdom taxation aspects of payments in respect of the Notes. In particular, Noteholders should be aware that they may be liable to taxation under the laws of other jurisdictions in relation to payments in respect of the Notes even if such payments may be made without withholding or deduction for or on account of taxation under the laws of the United Kingdom.

United Kingdom Withholding Tax

The Notes issued by the Issuer which carry a right to interest will constitute "quoted Eurobonds" provided they are and continue to be listed on a recognised stock exchange. Whilst the Notes are and continue to be quoted Eurobonds, payments of interest on the Notes may be made without withholding or deduction for or on account of United Kingdom income tax.

Securities will be "listed on a recognised stock exchange" for this purpose if they are admitted to trading on an exchange designated as a recognised stock exchange by an order made by the Commissioners for HMRC 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 Irish Stock Exchange is a recognised stock exchange. The Issuer's understanding of current HMRC practice is that securities which are officially listed and admitted to trading on the Main Securities Market of the Irish Stock Exchange are regarded as "listed on a recognised stock exchange" for these purposes.

In all cases falling outside the exemption described above, interest on the Notes may fall to be paid under deduction of United Kingdom income tax at the basic rate (currently 20 per cent.) subject to such relief as may be available following a direction from HMRC pursuant to the provisions of any applicable double taxation treaty, or to any other exemption which may apply.

Other Rules Relating to United Kingdom Withholding Tax

Where interest has been paid under deduction 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 definitions of "interest" or "principal" 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 an issuer pursuant to Notes Condition 13.22 (*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**" 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 is a foreign financial institution for these purposes. A number of jurisdictions (including the jurisdiction of the Issuer) have entered into, or have agreed in substance to, intergovernmental agreements ("**IGAs**") with the United States to implement FATCA, 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 Securities, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Securities, 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 Securities, such withholding would not apply prior to 1 January 2019. Holders should consult their own tax advisers regarding how these rules may apply to their investment in the Securities. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Securities, no person will be required to pay additional amounts as a result of the withholding.

ERISA CONSIDERATIONS FOR INVESTORS

The Notes may not be acquired by a "Benefit Plan Investor" or a governmental, church or non-U.S. plan which is subject to federal, state, local or non-U.S. laws which are 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**"). A Benefit Plan Investor is defined as an (i) employee benefit plan as defined in Section 3(3) of ERISA, which is subject to Title I of ERISA, (ii) a plan described in and subject to Section 4975 of the Code, or (iii) an entity whose underlying assets include plan assets by reason of a 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 ERISA. Each investor, in purchasing and holding the Notes shall be deemed to represent that it is not, and is not using the assets of, a Benefit Plan Investor or such a governmental, church or non-U.S. plan.

SUBSCRIPTION AND SALE

Natixis and NatWest Markets (each an "**Arranger**" and "**Joint Lead Manager**" and together the "**Arrangers**" and "**Joint Lead Managers**") and the Seller have, pursuant to a subscription agreement dated on or about the Closing Date between, amongst others, the Seller, the Arrangers, 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:
 - (i) £162,700,000 of the Class A Notes at the issue price of 100 per cent. of the aggregate principal amount of the Class A Notes;
 - (ii) £20,500,000 of the Class B Notes at the issue price of 100 per cent. of the aggregate principal amount of the Class B Notes;
 - (iii) £11,300,000 of the Class C Notes at the issue price of 100 per cent. of the aggregate principal amount of the Class C Notes;
 - (iv) £6,900,000 of the Class D Notes at the issue price of 100 per cent. of the aggregate principal amount of the Class D Notes; and
 - (v) £5,700,000 of the Class E Notes at the issue price of 100 per cent. of the aggregate principal amount of the Class E Notes;
- (b) in the case of the Seller:
 - (i) £2,300,000 of the Class X Notes at the issue price of 100 per cent. of the aggregate principal amount of the Class X Notes;
 - (ii) £20,500,000 of the Class Z Notes at the issue price of 100 per cent. of the aggregate principal amount of the Class Z Notes,

respectively as at the Closing Date.

On the Closing Date, the Issuer will also issue the Residual Certificates to the Seller as further consideration for the Issuer's purchase of the Mortgage Portfolio.

The Issuer has agreed to indemnify the Joint Lead Managers against certain liabilities in connection with the issue of the Notes.

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.

Australia

No prospectus or other disclosure document (as defined in the Corporations Act 2001 (Cth) of Australia (the "**Corporations Act**")) in relation to the Notes has been, or will be, lodged with, or registered by, the Australian Securities and Investments Commission ("**ASIC**") or any other regulatory authority in Australia.

Each Joint Lead Manager has represented, warranted and agreed in the Subscription Agreement that it:

- (a) has not (directly or indirectly) offered or invited applications, and will not offer or invite applications, for the issue, sale or purchase of, any Notes in, to or from Australia; and
- (b) has not distributed or published, and will not distribute or publish, any draft, preliminary or definitive offering memorandum, offering circular, advertisement or other offering material relating to the Notes or any sale of the Notes in Australia, unless:
 - (i) the aggregate consideration payable by each offeree or invitee is at least A\$500,000 (or its equivalent in an alternative currency and, in either case, disregarding monies lent by

the offeror or its associates) or the offer or invitation otherwise does not require disclosure to investors in accordance with Part 6D.2 or Part 7.9 of the Corporations Act and complies with the terms of any authority granted under the Banking Act 1959 (Cth) of Australia;

- (ii) the offer or invitation is not made to a person who is a "retail client" within the meaning of section 761G of the Corporations Act;
- (iii) such action complies with all applicable laws, regulations and directives (including an offer or invitation which is received by a person in Australia); and
- (iv) such action does not require any document to be lodged with ASIC or any other regulatory authority in Australia.

By purchasing, or making or accepting an offer to purchase, any Notes from the Issuer and/or the Joint Lead Managers, each prospective investor to whom the Notes are issued (an "**Investor**"):

- (a) will be deemed by the Issuer and each of the Joint Lead Managers to have acknowledged that if any Investor on-sells the Notes within 12 months from their issue, the Investor will be required to lodge a prospectus or other disclosure document (as defined in the Corporations Act) with ASIC unless either:
 - (i) that sale is to an investor within one of the categories set out in sections 708(8) or 708(11) of the Corporations Act to whom it is lawful to offer the Notes in Australia without a prospectus or other disclosure document lodged with ASIC; or
 - (ii) the sale offer is received outside Australia; and
- (b) will be deemed by the Issuer and each of the Joint Lead Managers to have undertaken not to sell those Notes in any circumstances other than those described in paragraphs (a)(i) and (a)(ii) above for 12 months after the date of issue of such Note.

This Prospectus is not, and under no circumstances is to be construed as, an advertisement or public offering of any Notes in Australia.

Belgium

This Prospectus has not been submitted for approval to the Belgian Financial Services and Markets Authority and, accordingly, no Notes may be distributed in Belgium by way of a public offering, as defined for the purposes of the law of 16 June 2006, as amended, on public offerings of investment instruments and the admission of investment instruments to trading on regulated markets.

France

Each Joint Lead Manager has represented and agreed with the Issuer that it has not offered or sold and will not offer or sell, directly or indirectly, Notes to the public in France, and has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, the Prospectus, or any other offering material relating to the Notes and that such offers, sales and distributions have been and will be made in France only to (a) providers of investment services in relation to portfolio management for the account of third parties (*personnes fournissant le service d'investissement de gestion de portefeuille pour compte de tiers*), and/or (b) qualified investors (*investisseurs qualifiés*), other than individuals, all as defined in, and in accordance with, articles L.411-1, L.411-2 and D.411-1 of the French *Code monétaire et financier*.

This Prospectus prepared in connection with the Notes has not been submitted to the clearance procedures of the *Autorité des marchés financiers*.

Ireland

Each of the Joint Lead Managers have represented, warranted and agreed with the Issuer that:

- (a) it will not underwrite the issue of, or place the Notes, otherwise than in conformity with the provisions of the European Communities (Markets in Financial Instruments) Regulation 2007 (Nos. 1 to 3) (as amended) of Ireland, including, without limitation, Regulations 7 and 152 thereof and any codes of conduct used in connection therewith and the provisions of the Investor Compensation Act 1998 (as amended);
- (b) it will not underwrite the issue of, or place, the Notes, otherwise than in conformity with the provisions of the Companies Act 2014, the Central Bank Acts 1942 to 2014 (as amended) and any codes of conduct rules made under Section 117(1) of the Central Bank Act 1989 (as amended);
- (c) it will not underwrite the issue of, or place, or do anything in Ireland with respect to the Notes otherwise than in conformity with the provisions of the Prospectus (Directive 2003/71/EC) Regulations, 2005 (as amended) and any rules issued under Section 1363 of the Companies Act 2014, by the Central Bank of Ireland; and
- (d) it will not underwrite the issue of, place or otherwise act in Ireland with respect to the Notes, otherwise than in conformity with the provisions of the Market Abuse (Directive 2003/6/EC) Regulations, 2005 (as amended) and any rules issued under Section 1370 of the Companies Act 2014 by the Central Bank of Ireland.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the "**FIEA**") and, accordingly, each Joint Lead Manager undertakes that it will not offer or sell any Notes directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan or to others for re-offering or resale, directly or indirectly, in Japan or to any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with the FIEA and other relevant laws and regulations of Japan. As used in this paragraph, "**resident of Japan**" means any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

Republic of Italy

The offering of the Notes is not registered with the *Commissione Nazionale per le Società e la Borsa* ("**CONSOB**") (the Italian securities and exchange commission) pursuant to Italian securities legislation and, accordingly, under the Subscription Agreement each of the Issuer and the Joint Lead Managers have represented and agreed that it does not offer, sell or distribute, and will not offer, sell or distribute, any of the relevant Notes or any offering material relating to the Notes in the Republic of Italy by means of an offer to the public of financial products under the meaning of article 1, paragraph 1, letter t) of the Italian Legislative Decree no. 58 of 24 February 1998 (the "**Consolidated Financial Act**") unless an exemption applies. Accordingly, the Notes shall only be offered, sold or delivered and copies of any offering material relating to the Notes may only be distributed in Italy:

- (a) to "qualified investors" (*investitori qualificati*), pursuant to article 100 of the Consolidated Financial Act and article 34-ter, paragraph 1, letter (b) of CONSOB Regulation no. 11971 of 14 May 1999, as amended (the CONSOB Regulation); or
- (b) in any other circumstances where an express exemption from compliance with the restrictions on offers to the public applies, as provided under article 100 of the Consolidated Financial Act and article 34-ter of the CONSOB Regulation.

Moreover, and subject to the foregoing, any offer, sale or delivery of the Notes or any offering material relating to the Notes in the Republic of Italy under paragraphs (a) or (b) above must be:

- (a) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Consolidated Financial Act, the Consolidated Banking Act and CONSOB Regulation no. 16190 of 29 October 2007, all as amended;

- (b) in compliance with article 129 of the Consolidated Banking Act and with the implementing instructions of the Bank of Italy, as amended from time to time, pursuant to which the Bank of Italy may request post-offering information on the offering or issue of securities in the Republic of Italy; and
- (c) in accordance with any other applicable laws and regulations, including all relevant Italian securities, tax and exchange controls, laws and regulations and any limitations which may be imposed from time to time, *inter alia*, by CONSOB or the Bank of Italy.

Spain

Each of the Joint Lead Managers has represented and agreed that it has only made and will only make an offer of Notes to the public (*oferta pública*) in Spain in the period beginning on the date of notification of the approval of this Prospectus in relation to the Notes by the Central Bank of Ireland to the *Comisión Nacional del Mercado de Valores* (CNMV) in Spain, in accordance with the Recast Text of Securities Market Law (*Texto Refundido de la Ley del Mercado de Valores*) approved by the Royal Decree Legislative 4/2015, of 23 October ("TRLMV"), Royal Decree 1310/2005, of 4 November, developing partially the Securities Market Law as regards admission to listing on official secondary markets, public offers and the prospectus required thereto and the regulations made thereunder, and ending at the latest on the date which is 12 months after the date of the approval of the Prospectus.

The Notes may not be offered or sold in Spain other than by institutions authorised under the TRLMV and Royal Decree 217/2008, of 15 February, on the legal regime applicable to investment services companies, to provide investment services in Spain, and in compliance with the provisions of the TRLMV and any other applicable legislation.

Switzerland

The Notes may not be publicly offered, sold or advertised, directly or indirectly, in, into or from Switzerland and will not be listed on the SIX Swiss Exchange or on any other exchange or regulated trading facility in Switzerland. Neither this Prospectus nor any other offering or marketing material relating to the Notes constitutes a prospectus as such term is understood pursuant to article 652a or article 1156 of the Swiss Code of Obligations or a listing prospectus within the meaning of the listing rules of the SIX Swiss Exchange or any other regulated trading facility in Switzerland or a simplified prospectus or a prospectus as such term is defined in the Swiss Collective Investment Scheme Act, and neither this Prospectus nor any other offering or marketing material relating to the Notes may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this Prospectus nor any other offering or marketing material relating to the offering, nor the Issuer nor the Notes have been or will be filed with or approved by any Swiss regulatory authority. The Notes are not subject to the supervision by any Swiss regulatory authority, e.g., the Swiss Financial Markets Supervisory Authority FINMA and investors in the Notes will not benefit from protection or supervision by such authority.

The Netherlands

Each of the Issuer and the Joint Lead Managers has represented and agreed that to the extent that article 5:20 paragraph 5 of the Dutch Financial Markets Supervision Act (*Wet op het financieel toezicht*, the "FMSA") applies, Notes (including rights representing an interest in any security in global form) may not be offered, sold, transferred or delivered in The Netherlands other than to qualified investors (*gekwalficeerde beleggers*) within the meaning of the FMSA.

For the purposes of this provision, the expressions (i) an "offer of Notes to the public" in relation to any Notes in The Netherlands; and (ii) "Prospectus Directive", have the meaning given to them above in the section titled headed "*Subscription and Sale - EEA*".

United Kingdom

Each of the Joint Lead Managers has represented to and agreed with the Issuer that:

- (a) it has only communicated or caused to be communicated, and will only communicate or cause to be communicated, an invitation or inducement to engage in investment activity (within the

meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and

- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

Each of the Joint Lead Managers has acknowledged that, save for having obtained the approval of the Prospectus as a prospectus in accordance with the Prospectus Directive, having applied for the admission of the Notes to the Official List of the Irish Stock Exchange and admission of the Notes to trading on its Main Securities Market, no further action has been or will be taken in any jurisdiction by each of the Joint Lead Managers that would, or is intended to, permit a public offering of the Notes, or possession or distribution of the Prospectus or any other offering material in relation to the Notes, in any country or jurisdiction where such further action for that purpose is required.

EEA

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), each Joint Lead Manager has represented and agreed, and each subscriber of Notes will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**") it has not made and will not make an offer of the Notes which are the subject of the offering contemplated by the Prospectus in relation thereto to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such in that Relevant Member State:

- (a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the relevant Joint Lead Manager for any such offer; or
- (c) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of the Notes referred to in paragraphs (a) to (c) above shall require the Issuer or any Manager to publish a prospectus pursuant to Article 3 of the Prospectus Directive, or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression "**an offer of Notes to the public**" in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, the expression "**Prospectus Directive**" means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression "**2010 PD Amending Directive**" means Directive 2010/73/EU.

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 under 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 to persons other than U.S. persons (as defined in Regulations S).

Except with the prior written consent of Paratus AMC Limited and where such sale falls within the exemption provided by Rule 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.

General

Other than admission of the Notes to the Official List of the Irish Stock Exchange and the admission of the Notes to trading on its Main Securities Market, no action has been taken by the Issuer, the Arrangers, the Joint Lead Managers or the Seller that would, or is intended to, permit a public offer of the Notes in any country or jurisdiction where any such action for that purpose is required. Accordingly, each of the Joint Lead Managers and the Seller has undertaken that it will not, directly or indirectly, offer or sell any Notes or have in its possession, distribute or publish any offering circular, prospectus, form of application, advertisement or other document or information in respect of the Notes in any country or jurisdiction except under circumstances that will, to the best of its knowledge and belief, result in compliance with any applicable laws and regulations and all offers and sales of Notes by it will be made on the same terms.

To the extent that it would not contravene any undertakings made by the Seller in the Mortgage Sale Agreement, the Seller has undertaken that it will obtain any consent, approval or permission which is, to the best of its knowledge and belief, required for the offer, purchase or sale by it of the Class Z Notes and/or the Class X Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such offers, purchases or sales and it will, to the best of its knowledge and belief, comply with all such laws and regulations, **provided that** the Seller shall not be liable for any loss arising from the sale of the Class Z Notes and/or the Class X Notes to any person believed in good faith by the Seller, on reasonable grounds and after making reasonable investigations, to be a person to whom the Class Z Notes and/or the Class X Notes could legally be sold or to whom any material could lawfully be given in compliance with the above restrictions and requirements.

The Arrangers and each of the Joint Lead Managers has acknowledged that the Notes may not be purchased or held by, any "employee benefit plan" as defined in Section 3(3) of ERISA, which is subject thereto, any "plan" as defined in Section 4975 of the Code to which Section 4975 of the Code applies, any person any of the assets of which are, or are deemed for purposes of ERISA or Section 4975 of the Code to be, assets of such an "employee benefit plan" or "plan", or by any governmental, church or non-U.S. plan which is subject to any federal, state, local or non-U.S. law that is substantially similar to the provisions of Section 406 of ERISA or Section 4975 of the Code, and each purchaser of such Notes will be deemed to have represented, warranted and agreed that it is not, and for so long as it holds such Notes will not be, such an "employee benefit plan", "plan" or person, or such governmental, church or non-U.S. plan.

TRANSFER RESTRICTIONS AND INVESTOR REPRESENTATIONS

Offers and Sales

The Notes (including interests therein represented by a Global Note, a Definitive Note or a Book-Entry Interest) have not been and will not be registered under the Securities Act or any state securities laws, and may not be offered or sold in 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 such registration requirements. Accordingly, the Notes are being offered and sold in offshore transactions pursuant to Regulation S.

Investor Representations and Restrictions on Resale

Each purchaser of the Notes and any subsequent transferee of the Notes (which term for the purposes of this section will be deemed to include any interests in the Notes, including Book-Entry Interests) will be deemed to have represented and agreed as follows:

- (a) 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 in the United States or to, or for the account or benefit of, a U.S. Person (as defined in Regulation S) unless registered under the Securities Act or pursuant to an exemption from the registration requirements of the Securities Act, and, in each case, only in accordance 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;
- (b) unless the relevant legend set out below has been removed from the Notes such purchaser shall notify each transferee of Notes (as applicable) 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 paragraph (a) above, and (iii) such transferee shall be deemed to have agreed to notify its subsequent transferees as to the foregoing;
- (c) 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, it is not and will not be a Benefit Plan Investor or a governmental, church or non-U.S. plan which is subject to any federal, state, local or non-U.S. law that is substantially similar to the provisions of Section 406 of ERISA or Section 4975 of the Code, and that in purchasing and holding such Notes it is not, will not be acting on behalf of and will not be using the assets of a Benefit Plan Investor or any such governmental, church or non-U.S. plan.

In addition, each purchaser of Notes from the Issuer, including beneficial interests therein, will be deemed to have represented and agreed that it (1) is not a Risk Retention U.S. Person (unless it has obtained the prior written consent of Paratus AMC Limited), (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. 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.

The Issuer, the Registrar, the Joint Lead Managers and their affiliates and others will rely upon the truth and accuracy of the foregoing acknowledgments, representations and agreements.

The Notes bear a legend to the following effect:

" THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES OR ANY OTHER RELEVANT JURISDICTION AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) (1) AS PART OF THEIR DISTRIBUTION AT ANY TIME OR (2) OTHERWISE PRIOR TO THE DATE THAT IS 40 DAYS AFTER THE LATER OF THE

COMMENCEMENT OF THE OFFERING OF THE NOTES AND THE CLOSING OF THE OFFERING OF THE NOTES, EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES.

EACH PURCHASER OR HOLDER OF THIS NOTE SHALL BE DEEMED TO HAVE REPRESENTED BY SUCH PURCHASE AND/OR HOLDING THAT (I) IT IS NOT AND IS NOT USING THE ASSETS OF A BENEFIT PLAN INVESTOR, AND SHALL NOT AT ANY TIME HOLD THIS NOTE FOR OR ON BEHALF OF A BENEFIT PLAN INVESTOR AND (II) IT IS NOT AND IS NOT USING THE ASSETS OF A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN WHICH IS SUBJECT TO FEDERAL, STATE, LOCAL OR NON-U.S. LAWS WHICH ARE SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED, ("**ERISA**") OR SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**"). THE TERM "BENEFIT PLAN INVESTOR" SHALL MEAN (I) AN EMPLOYEE BENEFIT PLAN (AS DEFINED IN SECTION 3(3) OF ERISA), WHICH IS SUBJECT TO TITLE I OF ERISA, (II) A PLAN DESCRIBED IN AND SUBJECT TO SECTION 4975 OF THE CODE, OR (III) AN ENTITY WHOSE UNDERLYING ASSETS INCLUDE PLAN ASSETS BY REASON OF A 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 ERISA."

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 Irish Stock Exchange and the admission of the Notes to trading on the Irish Stock Exchange's Main Securities Market will be granted on or around 7 March 2017.
2. 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 12 January 2017 or 11 January (being the date of incorporation of each of the Issuer and Holdings respectively) which may have, or have had in the recent past, significant effects upon the financial position or profitability of the Issuer or Holdings (as the case may be).
3. No statutory or non-statutory accounts within the meaning of sections 434 and 435 of the Companies Act 2006 (as amended) in respect of any financial year of the Issuer have been prepared. The accounting reference date of the Issuer is 31 December and the first statutory accounts of the Issuer will be drawn up to 31 December 2017. So long as the Notes are admitted to trading on the Irish Stock Exchange's Main Securities Market, the most recently published audited annual accounts of the Issuer from time to time shall be available at the specified office of the Principal Paying Agent in London. The Issuer does not publish interim accounts.
4. For so long as the Notes are admitted to the Official List of the Irish Stock Exchange and to trading on the Irish Stock Exchange's Main Securities Market, the Issuer shall maintain a Paying Agent in the United Kingdom.
5. Since the date of its incorporation, the Issuer has not entered into any contracts or arrangements not being in the ordinary course of business.
6. Since 12 January 2017 or 11 January (being the date of incorporation of each of the Issuer and Holdings respectively), there has been (a) no material adverse change in the financial position or prospects of the Issuer or Holdings and (b) no significant change in the financial or trading position of the Issuer or Holdings.
7. The issue of the Notes and the Residual Certificates was authorised pursuant to a resolution of the board of directors of the Issuer passed on 3 March 2017.
8. The Notes and the Residual Certificates have been accepted for clearance through Euroclear and Clearstream, Luxembourg under the following ISINs and Common Codes:

Class of Notes/ Residual Certificates	ISIN	Common Code
Class A Notes	XS1567419061	156741906
Class B Notes	XS1567419731	156741973
Class C Notes	XS1567421711	156742171
Class D Notes	XS1567421802	156742180
Class E Notes	XS1567422289	156742228
Class X Notes	XS1567422529	156742252
Class Z Notes	XS1567423097	156742309
Residual Certificates	XS1567971384	156797138

9. From the date of this Prospectus and for so long as the Notes are listed on the Irish Stock Exchange and admitted to trading on its Main Securities Market, physical copies of the following documents (other than in the case of the Trust Deed subject to the redaction of any sensitive personal information) 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, on any weekday (public holidays excepted):
 - (a) the memorandum and articles of association of each of the Issuer and Holdings;
 - (b) physical copies of the following documents:
 - (i) the Agency Agreement;

- (ii) the Cash Management Agreement;
 - (iii) the Deed Poll;
 - (iv) the Deed of Charge;
 - (v) the Global Collection Account Declaration of Trust and the Deed of Accession to the Global Collection Account Declaration of Trust;
 - (vi) the Transaction Collection Accounts Declaration of Trust;
 - (vii) the Issuer Account Bank Agreement;
 - (viii) the Incorporated Terms Memorandum;
 - (ix) the Mortgage Sale Agreement;
 - (x) the Corporate Services Agreement;
 - (xi) the Servicing Agreement;
 - (xii) the Share Trust Deed; and
 - (xiii) the Trust Deed.
10. The Cash Manager on behalf of the Issuer will publish the Monthly Investor Report and Quarterly Investor Report detailing, *inter alia*, certain aggregated mortgage loan data in relation to the Mortgage Portfolio. Such Investor Reports will be published on the website at www.usbank.com/abs. Investor Reports will also be made available to the Issuer, the Seller, the Servicer, the Security Trustee, the Rating Agencies and Bloomberg. In addition, it is intended that such Investor Reports, Quarterly Data Tapes and information on the Mortgage Loans in the Mortgage Portfolio will be published on the website at www.euroabs.com provided that neither the Issuer nor any other Relevant Party assumes any liability for any failure to publish any such information thereon. In addition, loan level information will be provided in the Quarterly Data Tape by the Servicer to the Cash Manager, who (subject to receipt thereof) shall (i) publish such Quarterly Data Tape at www.usbank.com/abs; and (ii) provide a copy of such Quarterly Data Tape to the Issuer, the Security Trustee, the Note Trustee and the Ratings Agencies. Other than as outlined above, the Issuer does not intend to provide post-issuance transaction information regarding the Notes or the Mortgage Loans.
 11. The Issuer confirms that the Mortgage Loans and Related Security 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.
 12. Arthur Cox is acting solely in its capacity as listing agent for the Issuer in relation to the Notes and is not itself seeking admission of the Notes to the Official List of the Irish Stock Exchange or to trading on the Main Securities Market of the Irish Stock Exchange.
 13. Any website referred to in this document does not form part of the Prospectus.

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