

STS Term Verification Checklist

Brass No. 11 plc



PRIME COLLATERALISED SECURITIES (PCS) UK LIMITED

21st October 2022

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This is the STS Term Verification Checklist for STS Term Verifications.

This STS Term Checklist must be read together with the PCS Procedures Manual and the PCS Term Evidentiary Standards Manual. This document is based upon the materials received by PCS as at the date of this document. Any references in this document are to the Prospectus unless otherwise stated.

PCS comments in this STS Term Master Checklist are based on PCS' interpretation of the STS Regulation (the "Regulation") informed by (a) the text of the Regulation itself, (b) the EBA guidelines and recommendations issued in accordance with Article 19(2) of the Regulation (the "EBA Guidelines") and (c) any relevant national competent authorities' interpretation of the STS criteria to the extent known to PCS.

PCS comments in this STS Term Master Checklist are based on PCS' interpretation of the STS Regulation EU 2017/2402 of the European Union as amended and incorporated into United Kingdom law by the Withdrawal Act 2019 and the Securitisation (Amendment) (EU Exit) Regulations 2019 (the "Regulation") informed by (a) the text of the Regulation itself, (b) following the joint guidance of the Bank of England and the PRA of April, 2019, the EBA guidelines and recommendations issued in accordance with Article 19(2) of the Regulation (the "EBA Guidelines") to the extent that they remain relevant following Brexit and where published prior to 1st January 2020 and (c) any relevant interpretation of the STS criteria by the Financial Conduct Authority to the extent known to PCS.

It is important that the reader of this checklist reviews and understands the disclaimer referred to on the following page.

21st October 2022

STS Disclaimer

Neither an STS Verification, nor a CRR Assessment, nor an LCR Assessment is a recommendation to buy, sell or hold securities. None are investment advice whether generally or as defined under Markets in Financial Instruments Directive (2004/39/EC) and none are a credit rating whether generally or as defined under the Credit Rating Agency Regulation (1060/2009/EC) or any post-Brexit successor legislation in the United Kingdom.

PCS EU and PCS UK are authorised respectively by the French Autorité des Marchés Financiers and by the United Kingdom Financial Conduct Authority as third-party verification agents pursuant to article 28 of Regulation (EU) 2017/2402 (the “**STS Regulation**”) and The Securitisation (Amendment) (EU Exit) Regulations 2019.

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Equally, by completing (either positively or negatively) any CRR status assessment of certain instruments, no statement of any kind is made as to the value or price of these instruments or the appropriateness of the interest rate they carry (if any).

In the provision of any CRR Assessment, PCS has based its decision on information provided directly and indirectly by the originator or sponsor of the relevant securitisation. Specifically, it has relied on statements made in the relevant prospectus or deal sheet, documentation and/or in certificates provided by, or on behalf of, the originator or sponsor in accordance with PCS’ published procedures for the relevant PCS verification or assessment. You should make yourself familiar with these procedures to understand fully how any PCS service is completed. These can be found at <https://pcsmarket.org/> (the “**PCS Website**”). Neither the PCS Association nor PCS UK nor PCS EU undertake their own direct verification of the underlying facts stated in the prospectus, deal sheet, documentation or certificates for the relevant instruments and the completion of any CRR Assessment is not a confirmation or implication that the information provided to it by or on behalf of the originator or sponsor is accurate or complete.

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To understand the meaning and limitations of any CRR Assessment you must read the [General Disclaimer](#) that appears on the PCS Website.

When entering any of the “Transaction” sections of the PCS Website, you will be asked to declare that you are allowed to do so under the legislation of your country. The circulation and distribution of information regarding securitisation instruments (including securities) that is available on the PCS Website may be restricted in certain jurisdictions. Persons receiving any information or documents with respect to or in connection with instruments (including securities) available on the PCS Website are required to inform themselves of and to observe all applicable restrictions.

PRIME COLLATERALISED SECURITIES (PCS) STS Verification

Individual(s) undertaking the assessment	Robert Leach
Date of Verification	21 October 2022
The transaction to be verified (the "Transaction")	BRASS NO. 11 PLC
Issuer	BRASS NO. 11 PLC
Originator	Yorkshire Building Society
Lead Manager(s)	Barclays Bank PLC, Merrill Lynch International, HSBC Bank plc
Transaction Legal Counsel	Allen & Overy
Rating Agencies	Fitch, Moody's
Stock Exchange	Irish Stock Exchange (Euronext Dublin)
Closing Date	21 October 2022

PCS confirms that all checklist points have been verified as detailed in the associated comment box in the checklist below.

A summary of the checklist points by article is set out in the table of contents on the next page together with a reference to the respective article contents. To examine a specific article from the list below, please click on the article description to be taken directly to the relevant section of the checklist.

Within the checklist, the relevant legislative text is set out in blue introductory boxes with specific criteria for our verification listed underneath.

Article	Summary of Article Contents	PCS Verified	
Article 20 – Simplicity			
20(1)	True sale	1	✓
20(2-3)	Severe clawback	2	✓
20(4)	True sale with intermediate steps	3	✓
20(5)	Assignment perfection	4	✓
20(6)	Encumbrances to enforceability of true sale	5	✓
20(7)	Eligibility criteria, active portfolio management, and exposure transferred after closing	6 - 8	✓
20(8)	Homogeneity, enforceability, full recourse, periodic payment streams, no transferable securities	9 - 14	✓
20(9)	No securitisation positions	15	✓
20(10)	Origination, underwriting standards, unverified residential loans, assessment of creditworthiness, originator expertise	16 - 21	✓
20(11)	No undue delay after selection, no exposures in default or to credit-impaired or insolvent debtors/quarantors, portion of restructured debtors, adverse credit history, higher pool risk	22 - 30	✓
20(12)	At least one payment made	31	✓
20(13)	No predominant dependence on the sale of asset	32	✓
Article 21 – Standardisation			
21(1)	Risk retention	33	✓
21(2)	Appropriate mitigation of interest-rate and currency risks and disclosure, no further derivatives and hedging derivatives according to common standards	34 - 39	✓
21(3)	Referenced interest payments	40	✓
21(4)	Requirements in the event of enforcement or delivery of acceleration notice: no cash trap, sequential amortisation, no reversal, no automatic liquidation	41 - 44	✓
21(5)	Non-sequential priority of payments	45	✓
21(6)	Early amortisation provisions/triggers for termination of revolving period	46 - 49	✓
21(7)	Duties, responsibilities, and replacement of transaction parties	50 - 52	✓
21(8)	Expertise of the servicer	53 - 54	✓
21(9)	Remedies and actions by servicer related to delinquency and default of debtor, priorities of payments, triggers for changes, obligation to report	55 - 59	✓
21(10)	Resolution of investor conflicts and fiduciary party responsibilities and duties	60 - 61	✓
Articles 22 and 7 – Transparency			
22(1)	Historical asset data	62 - 64	✓
22(2)	AUP/asset verification	65 - 66	✓
22(3)	Liability cashflow model	67 - 68	✓
22(4)	Environmental performance of asset	69	✓
22(5)	Responsibility for article 7, information disclosure before pricing and 15 days after closing	70 - 73	✓
7(1)	Transparency requirements: underlying loan data, documentation, priority of payments, transaction summary, STS notification, investor report, inside information, significant event report, simultaneous, without delay	74 - 83	✓
7(2)	Transparency requirements: securitisation repository, designation of responsible entity	84 - 85	✓

Article 20.1. The title to the underlying exposures shall be acquired by the SSPE by means of a true sale or assignment or transfer with the same legal effect in a manner that is enforceable against the seller or any other third party. The transfer of the title to the SSPE shall not be subject to severe clawback provisions in the event of the seller's insolvency.

1	<p><u>STS Criteria</u></p> <p>1. The title to the underlying exposures shall be acquired by the SSPE by means of a true sale or assignment or transfer with the same legal effect in a manner that is enforceable against the seller or any other third party.</p>	<p><u>Verified?</u> YES</p>
	<p><u>PCS Comments</u></p> <p>See Prospectus, <i>RISK FACTORS</i>.</p> <p>Seller to Initially Retain Legal Title to the Loans and risks relating to set-off</p> <p>The sale by the Seller to the Issuer of the English Loans and their Related Security (until legal title is conveyed) takes effect in equity only. The sale by the Seller to the Issuer of the Scottish Loans and their Related Security is given effect by a Scottish declaration of trust by the Seller by which the beneficial interest in such Scottish Loans and their Related Security is held on trust by the Seller for the benefit of the Issuer (a Scottish Declaration of Trust). In each case, this means that legal title to the Loans and their Related Security in the Portfolio will remain with the Seller until certain trigger events occur under the terms of the Mortgage Sale Agreement (see "Summary of the Key Transaction Documents – Mortgage Sale Agreement" below). Until such time, the assignment by the Seller to the Issuer of the English Loans and their Related Security takes effect in equity only, whereas, in respect of the Scottish Loans and their Related Security held on trust pursuant to the Scottish Declaration of Trust by the Seller in favour of the Issuer, the Issuer will hold a beneficial interest only. The Issuer has not and will not apply to the Land Registry to register or record its equitable interest in the English Mortgages and may not in any event apply to the General Register of Sasines or Land Register of Scotland (as appropriate) (together, the Registers of Scotland) to register or record its beneficial interest in the Scottish Mortgages pursuant to the Scottish Declaration of Trust.</p> <p>See Prospectus, <i>TRANSACTION OVERVIEW – PORTFOLIO AND SERVICING</i>.</p> <p>Sale of Portfolio</p> <p>See also, <i>SUMMARY OF THE KEY TRANSACTION DOCUMENTS</i>.</p> <p>Mortgage Sale Agreement</p> <p>Under the Mortgage Sale Agreement (the Mortgage Sale Agreement), on the Closing Date the Issuer will pay the Initial Consideration to the Seller and:</p> <p>(a) a portfolio of English and Welsh residential mortgage loans and their associated Mortgages and other Related Security (together, the English Loans) will be assigned by way of equitable assignment to the Issuer; and</p> <p>(b) the Seller will hold on trust under a Scottish Declaration of Trust a portfolio of Scottish residential mortgage loans for the benefit of the Issuer (the Scottish Loans and, together with the above portfolio of English and Welsh residential mortgage loans, the Loans) and associated first ranking standard securities (the Scottish Mortgages and, together with the above associated mortgages, the Mortgages and, together with the other security for the Loans, the Related Security),</p> <p>in each case referred to as the sale by the Seller to the Issuer of the Loans and Related Security (the Initial Portfolio). The Loans and Related Security (whether part of the Initial Portfolio or Additional Loans sold subsequently to the Issuer during the Further Sale Period) and all monies derived therefrom from time to time are referred to herein as the Portfolio. The "Loans" and "Related Security" are further defined in the section entitled "Transaction Overview – Portfolio and Servicing".</p> <p><i>"True sale" is not a legal concept but a rating agency creation.</i></p> <p><i>The essence of a "true sale" is that the property in the securitised assets has legally moved from the originator/seller to the SSPE in such a way that the SSPE's ownership will be recognised as a matter of law, including and especially in the case of the insolvency of the originator/seller. In a "true sale" the insolvency officer and creditors of the insolvent</i></p>	

originator/seller are not able to satisfy the claims of the originator/seller's creditor out of the proceeds of the securitised assets. Following a "true sale" there is no legal device by which the assets can automatically revert to the originator/seller's ownership. Such automatic reversion is associated with security interests and anathema to a "true sale".

This is clearly stated in the wording of the Regulation (20.1). The expression "transfer to the same effect" indicates that, as long as the conditions in the preceding paragraph are met, the Regulation does not seek to limit the type of legal devices which can be used to effect such transfer of title.

The issue of "true sale" is separate from the issue of "clawback". "Clawback" refers to legal processes through which, in the insolvency of the seller of an asset, an insolvency officer is entitled to

reverse the sale – even in cases where a "true sale" has taken place.

All European jurisdictions, to PCS' knowledge, have rules allowing for clawbacks. Clawbacks are usually rules to avoid a company heading towards insolvency from "defrauding" its existing creditors either by selling assets at very low prices (to friends and relations) or unfairly preferring certain creditors over others.

The Regulation (20.1) therefore does not require STS "true sales" to be clawback proof since this would mean that no European securitisation could ever be STS. It does require the sale not to be subject to "severe clawback". The Regulation does not define "severe clawback" but gives an example (20.2) where a clawback happens for no reasons. The Regulation (20.3) also explicitly excludes from the definition of "severe clawback" the traditional European basis for such devices which all come under the general category of "preferences".

PCS further notes that the examples (20.2 and 20.3) refer to the insolvency law of a jurisdiction and therefore believes that clawback risk is to be assessed on a jurisdictional basis rather than on a transactional basis. Finally, PCS does not believe and nor is there any evidence that the legislators or regulatory authorities are seeking to craft a higher standard than that which has been used for decades by the market and was the basis for the legislative text.

Based on the above considerations, PCS believes that transfers from jurisdictions meeting the following criteria – absent any other indications – shall not fall within the definition of "severe clawback":

- Clawback requires an unfair preference "defrauding" creditors;
- Clawback puts the burden of proof on the insolvency officer or creditors – in other words it cannot be automatic nor require the purchaser to prove their innocence.

Since "severe clawback" is a jurisdictional concept, in analysing this issue PCS will therefore first seek to determine the Originator's jurisdiction for the purposes of insolvency law. This would be its centre of main interest or "COMI".

The second step would be to determine whether the relevant COMI contains severe claw back provisions in its insolvency legislation. Although the determination of a COMI can be a technically fraught analysis of international conflicts of law, PCS notes that in the vast majority of securitisations there is no real issue as the COMI is self-evident.

Article 20.1 [...] The transfer of the title to the SSPE shall not be subject to severe clawback provisions in the event of the seller's insolvency.

Article 20.2 For the purpose of paragraph 1, any of the following shall constitute severe clawback provisions:

(a) provisions which allow the liquidator of the seller to invalidate the sale of the underlying exposures solely on the basis that it was concluded within a certain period before the declaration of the seller's insolvency;

(b) provisions where the SSPE can only prevent the invalidation referred to in point (a) if it can prove that it was not aware of the insolvency of the seller at the time of sale..

Article 20.3. For the purpose of paragraph 1, clawback provisions in national insolvency laws that allow the liquidator or a court to invalidate the sale of underlying exposures in case of fraudulent transfers, unfair prejudice to creditors or of transfers intended to improperly favour particular creditors over others, shall not constitute severe clawback provisions.

2	STS Criteria 2. The transfer of the title to the SSPE shall not be subject to severe clawback provisions in the event of the seller's insolvency.	Verified? YES
	<p>PCS Comments</p> <p>See Prospectus, <i>SUMMARY OF THE KEY TRANSACTION DOCUMENTS</i>.</p> <p>Centre of main interests</p> <p>Pursuant to the Mortgage Sale Agreement, the Seller shall confirm that its "centre of main interests" for the purposes of the EU Insolvency Regulation, the UK Insolvency Regulation and the UNCITRAL Implementing Regulations is in England and Wales and that it has no "establishment" (as defined in the EU Insolvency Regulation, the UK Insolvency Regulation and the UNCITRAL Implementing Regulations) other than in England and Wales.</p> <p><i>COMI is in the UK. The UK does not have severe clawback provisions. See comment under checklist point 1.</i></p>	

Article 20.4. Where the seller is not the original lender, the true sale or assignment or transfer with the same legal effect of the underlying exposures to the seller, whether that true sale or assignment or transfer with the same legal effect is direct or through one or more intermediate steps, shall meet the requirements set out in paragraphs 1 to 3.

3	STS Criteria 3. Where the seller is not the original lender, the true sale or assignment or transfer with the same legal effect of the underlying exposures to the seller, whether that true sale or assignment or transfer with the same legal effect is direct or through one or more intermediate steps, shall meet the requirements set out in paragraphs 1 to 3.	Verified? YES
	<p>PCS Comments</p> <p>See Prospectus, <i>SUMMARY OF THE KEY TRANSACTION DOCUMENTS</i>.</p> <p>Mortgage Sale Agreement</p> <p>Representations and Warranties</p> <p>The Loan Warranties to be given by the Seller will include, inter alia, the following warranties:</p> <p>1. Loans</p>	

(b) Each Loan was originated by the Seller in the ordinary course of business pursuant to underwriting standards that are no less stringent than those the Seller applied at the time of origination to similar loans that are not securitised and was denominated in pounds sterling upon origination.

See also, *TRANSACTION PARTIES ON THE CLOSING DATE*.

Seller - Accord Mortgages Limited

Article 20.5. Where the transfer of the underlying exposures is performed by means of an assignment and perfected at a later stage than at the closing of the transaction, the triggers to affect such perfection shall, at least include the following events:

- (a) severe deterioration in the seller credit quality standing;
- (b) insolvency of the seller; and
- (c) unremedied breaches of contractual obligations by the seller, including the seller's default.

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STS Criteria

4. Where the transfer of the underlying exposures is performed by means of an assignment and perfected at a later stage than at the closing of the transaction, the triggers to effect such perfection shall, at least include the following events:

- (a) severe deterioration in the seller credit quality standing;
- (b) insolvency of the seller; and
- (c) unremedied breaches of contractual obligations by the seller, including the seller's default.

**Verified?
YES**

PCS Comments

See Prospectus, *SUMMARY OF THE KEY TRANSACTION DOCUMENTS*.

Mortgage Sale Agreement

Title to the Mortgages, Registration and Notifications

The completion of the transfer or, in the case of Scottish Loans and their Related Security, assignation of the Loans and Related Security (and where appropriate their registration) to the Issuer is, save in the limited circumstances referred to below, deferred. Legal title to the Loans and Related Security therefore remains with the Seller. Notice of the sale of the Loans and their Related Security to the Issuer will not be given to any Borrower until the occurrence of a Perfection Event.

The transfers and assignations (as described above) to the Issuer will be completed on or before the 20th Business Day after the earliest to occur of the following:

- (a) the Seller being required to perfect legal title to the Loans and their Related Security (i) by an order of a court of competent jurisdiction or (ii) by a regulatory authority which has jurisdiction over the Seller or (iii) by any organisation of which the Seller is a member, or whose members comprise (but are not necessarily limited to) mortgage lenders with whose instructions it is customary for the Seller to comply; or
- (b) it becoming necessary by law to perfect legal title to the Loans and their Related Security; or
- (c) the security under the Deed of Charge or any material part of that security being, in the opinion of the Security Trustee, in jeopardy and the Security Trustee being required by the Note Trustee (on behalf of the Noteholders) so long as any Notes are outstanding or the other Secured Creditors if no Notes are then outstanding to take action to reduce that jeopardy; or

- (d) the Seller calling for perfection by serving notice in writing to that effect on the Issuer and the Security Trustee;
- (e) the occurrence of a Seller Insolvency Event;
- (f) the Seller is in breach of its obligations under the Mortgage Sale Agreement, but only if: (i) such breach, where capable of remedy, is not remedied to the reasonable satisfaction of the Issuer (prior to the delivery of a Note Acceleration Notice) or the opinion of the Security Trustee acting on the instructions of the Note Trustee (after the delivery of a Note Acceleration Notice) within 90 calendar days; and (ii) Moody's and/or Fitch shall have provided confirmation that the then current ratings of the Notes will be withdrawn, downgraded or qualified as a result of such breach; or
- (g) if the Seller (on the advice of YBS) determines, as at any date, that the CET1 Ratio of YBS has fallen below 7.00%,
provided that the provisions of paragraphs (f) and/or (g) above shall: (1) not apply if the Seller has delivered a certificate to the Security Trustee that the occurrence of such event does not impact the designation as a 'simple, transparent and standardised' securitisation (within the meaning of the UK Securitisation Regulation); and (2) be subject to such amendment as the Seller may require so long as the Seller delivers a certificate to the Security Trustee that the amendment of such event does not impact the designation as a 'simple, transparent and standardised' securitisation (within the meaning of the UK Securitisation Regulation),
(each of the events set out in paragraphs (a) to (g) above inclusive being a Perfection Event).

Criterion 4 requires two steps:

- *To determine whether the transfer of the assets is by means of an unperfected assignment; and*
- *If it is, whether the transaction contains the requisite triggers.*

In the absence of any definition of "an assignment perfected at a later stage" in the Regulation or the EBA Guidelines and without additional views from the UK Financial Conduct Authority it is not possible to determine with finality whether an English equitable assignment is "unperfected" within the meaning of the Regulation – as distinguished from the meaning of the English rules of equity.

PCS believes there are good reasons why the Regulation's term of "an assignment perfected at a later stage" does not encompass an English equitable assignment.

However, this is not a question that is required to be answered in the case of the Transaction since, even if equitable assignments are unperfected assignments as defined in the Regulation, the requirements of the criterion are met by the Transaction.

PCS has measured the trigger events against the EBA Guidelines.

20.5(a)

No absolute definition of "severe deterioration" can be given, but clearly the Regulation is seeking to avoid requiring a "hair trigger" deterioration. In other words, an originator could provide a "hair trigger" deterioration if it wanted to. Therefore, the rule does not require an originator or investor to weigh carefully the severity of the trigger so long as it meets the requirements of the EBA Guidelines to be related to the seller's credit standing, be observable and related to financial health.

The trigger provided in the Transaction meets these requirements.

20.5(b)

The insolvency trigger is in the Transaction

20.5(c)

The Regulation refers to "unremedied breaches of contractual obligations by the seller, including the seller's default".

PCS notes that neither the Regulation nor the EBA Guidelines specify which contractual obligations are targeted. One can assume that this cannot possibly mean any seller contractual obligation since most financial institutions have millions of contractual obligations under tens of thousands of contracts. It is not conceivable that, in order to protect a securitisation, a transfer could be required resulting from a trivial breach of a totally unrelated contractual provision (e.g. to keep the walls painted on a leased property unconnected to the transaction).

PCS also notes that the Regulation clearly does not say “any breaches of contractual obligations”. Therefore, the Regulation must be aiming at an undefined sub-set of contractual obligations. In the absence of any indication in the Regulation or EBA Guidelines as to what this sub-set may be, PCS concludes, until clarification may be provided, that it is up to the originator to define which sub-set of obligations should trigger a possible perfection.

PCS does believe though that the Regulation must be interpreted in a purposive manner – as evidenced by the EBA Guidelines. Therefore, the sub-set of obligations selected by the originator cannot be capricious but should have some connection with the risks that would be run by investors if the seller should encounter a problem prior to perfection of the title.

The unremedied breach trigger is in the Transaction.

Article 20.6. The seller shall provide representations and warranties that, to the best of its knowledge, the underlying exposures included in the securitisation are not encumbered or otherwise in a condition that can be foreseen to adversely affect the enforceability of the true sale or assignment or transfer with the same legal effect.

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5. The seller shall provide representations and warranties that, to the best of its knowledge, the underlying exposures included in the securitisation are not encumbered or otherwise in a condition that can be foreseen to adversely affect the enforceability of the true sale or assignment or transfer with the same legal effect.

**Verified?
YES**

PCS Comments

See Prospectus, *SUMMARY OF THE KEY TRANSACTION DOCUMENTS*.

Mortgage Sale Agreement

Representations and Warranties

The Loan Warranties to be given by the Seller will include, inter alia, the following warranties:

6. The Seller's Title

(a) Immediately prior to the purchase of any Loan and the Related Security by the Issuer, and subject to registration or recording at the Land Registry or the Registers of Scotland (as the case may be), the Seller has good title to, and is the absolute unencumbered legal and beneficial owner of, all property, interests, rights and benefits in relation to the Loans and Related Security agreed to be sold and/or assigned and/or held in trust by the Seller to or for the Issuer pursuant to the Mortgage Sale Agreement free and clear of all Security Interests, claims and equities (including, without limitation, rights of set-off or counterclaim and unregistered dispositions which override first registration and unregistered interests which override registered dispositions (as listed in Schedule 1 and Schedule 3 respectively of the Land Registration Act 2002) in the case of any property, interests or rights governed by English law, or any overriding interest (as defined in Section 28(1) of the Land Registration (Scotland) Act 1979) in the case of any property, interests or rights governed by Scots law), subject in each case only to the Mortgage Sale Agreement and the Borrower's equity of redemption (or, in the case of Scottish Loans, the Borrower's reversionary rights) and the Seller is not in breach of any covenant or warranty implied by reason of its selling the Portfolio with full title guarantee or, in the case of any Scottish Loans and their Related Security, with absolute warrandice (or which would be implied if the relevant Land Registry transfers or Scottish assignments (the Scottish Transfers), as applicable, were completed and registered or recorded, as appropriate).

Article 20.7. The underlying exposures transferred from, or assigned by, the seller to the SSPE shall meet pre-determined, clear and documented eligibility criteria which do not allow for active portfolio management of those exposures on a discretionary basis. For the purpose of this paragraph, substitution of exposures that are in breach of representations and warranties shall not be considered active portfolio management. Exposures transferred to the SSPE after the closing of the transaction shall meet the eligibility criteria applied to the initial underlying exposures.

<p>6 STS Criteria</p> <p>6. The underlying exposures transferred from, or assigned by, the seller to the SSPE shall meet pre-determined, clear and documented eligibility criteria....</p>	<p>Verified? YES</p>
<p>PCS Comments</p> <p>See Prospectus, <i>SUMMARY OF THE KEY TRANSACTION DOCUMENTS</i>.</p> <p>Mortgage Sale Agreement</p> <p>Eligibility Criteria</p> <p>The sale of Loans and their Related Security to the Issuer on the Closing Date and on any Further Sale Date during the Further Sale Period and the making of a Further Advance, Product Switch or Tested Underpayment Option on any date will be subject to the condition (the Eligibility Criterion) that no Event of Default shall have occurred which is continuing as at the relevant date.</p> <p>Representations and Warranties</p> <p>The Seller will represent and warrant to the Issuer and the Security Trustee in the Mortgage Sale Agreement on the terms of the Loan Warranties (as defined below) in each case subject to certain additional amendments and conditions as set out in the Mortgage Sale Agreement:</p> <p>The Loan Warranties to be given by the Seller will include, inter alia, the following warranties:[...]</p> <p><i>The EBA Guidelines clarify that "clear" does not mean easily readable or comprehended by a non-expert. In the Regulation a criterion is "clear" when a court or tribunal could determine whether, presumably in all cases, the criterion is met for each asset. In the Regulation, "clear" is about certainty of determination.</i></p> <p><i>PCS has read the eligibility criteria in the Prospectus. As they are mandatory, they meet the "predetermined" requirement. As they are in the Prospectus, they meet the "documented" requirement. PCS has also concluded that they allow determination in each case and so meet the "clear" requirement.</i></p>	
<p>7 STS Criteria</p> <p>7. Which do not allow for active portfolio management of those exposures on a discretionary basis. For the purpose of this paragraph, substitution of exposures that are in breach of representations and warranties shall not be considered active portfolio management.</p>	<p>Verified? YES</p>
<p>PCS Comments</p> <p>See Prospectus, <i>SUMMARY OF THE KEY TRANSACTION DOCUMENTS</i>.</p> <p>Mortgage Sale Agreement</p> <p>Repurchase by the Seller</p> <p>No active portfolio management</p> <p>The Seller's rights and obligations to sell Loans and their Related Security to the Issuer and/or repurchase</p>	

Loans and their Related Security from the Issuer pursuant to the Mortgage Sale Agreement (including with respect to breach of Loan Warranties or Eligibility Criterion, insufficient funds to fund a Further Advance, breach of the Asset Conditions, breach of the Additional Loan Conditions and interest rate hedging do not constitute active portfolio management for purposes of Article 20(7) of the UK Securitisation Regulation.

The EBA Guidelines set out seven devices to repurchase securitised assets which are not to be considered indicative of “active portfolio management”. To the extent that a transaction only contains some or all of those seven devices and does not provide any other form of repurchase, then the STS criterion will be met. If the transaction should contain a repurchase device that is not included in the EBA’s list, then an analysis will need to be conducted as to whether this additional device offends against the principles set out in the EBA Guidelines (15.a and b) as defining “active portfolio management”. PCS has reviewed the repurchase devices set out in the Prospectus they are within the allowable repurchase devices.

8	STS Criteria 8. Exposures transferred to the SSPE after the closing of the transaction shall meet the eligibility criteria applied to the initial underlying exposures.	Verified? YES
	<p>PCS Comments</p> <p>See point 6 above.</p> <p><i>This criterion is a future event criterion. In other words, it cannot be either met or failed at the outset of the transaction. But if, at a later stage, it is not met, then the Originator will need to inform the FCA and the STS status of the securitisation will be lost.</i></p> <p><i>Therefore, as a technical matter, this criterion is not applicable at the closing of a transaction. However, PCS will nevertheless look to see if there is a covenant on the part of the originator to comply in the future with this requirement whilst noting at the same time that the absence of any such covenant – although possibly unsettling for some investors – would not invalidate the STS status of the transaction at closing.</i></p>	

Article 20.8. The securitisation shall be backed by a pool of underlying exposures that are homogeneous in terms of asset type, taking into account the specific characteristics relating to the cash flows of the asset type including their contractual, credit risk and prepayment characteristics. A pool of underlying exposures shall only comprise one asset type. The underlying exposures shall contain obligations that are contractually binding and enforceable, with full recourse to debtors and, where applicable, guarantors.

9	STS Criteria 9. The securitisation shall be backed by a pool of underlying exposures that are homogeneous in terms of asset type, taking into account the specific characteristics relating to the cash flows of the asset type including their contractual, credit risk and prepayment characteristics. A pool of underlying exposures shall only comprise one asset type.	Verified? YES
	<p>PCS Comments</p> <p>See Prospectus, <i>THE LOANS</i>. Other Characteristics</p> <p>The Loans comprised in the Cut-Off Date Portfolio as at the Cut-Off Date are homogeneous for purposes of Article 20(8) of the UK Securitisation Regulation, on the basis that all such Loans: (a) have been underwritten by Accord in accordance with similar underwriting standards applying similar approaches with respect to the assessment of a potential borrower’s credit risk; (b) are repayment loans or Interest-Only Loans or a combination of both entered into substantially on the terms of similar standard documentation for residential mortgage loans; (c) are serviced by the Servicer pursuant to the Servicing Agreement in accordance with the same servicing procedures with respect to monitoring, collections and administration of cash receivables generated from such Loans; and (d) form one asset category, namely residential loans secured with one or several mortgages on residential immovable property in England, Wales, and Scotland.</p>	

In the Transaction, the mortgage loans were underwritten on a similar basis, they are being serviced by Yorkshire Building Society ("YBS") on the same platform, they are a single asset class – residential mortgage loans – and, based on the EBA's suggested approach, the mortgage loans are all originated in the same jurisdiction. PCS also takes comfort from the fact that transactions containing pools with similar characteristics have always been considered to be "homogenous" by a wide consensus of market participants.

10	<p>STS Criteria</p> <p>10. The underlying exposures shall contain obligations that are contractually binding and enforceable.</p>	<p>Verified?</p> <p>YES</p>
	<p>PCS Comments</p> <p>See Prospectus, <i>SUMMARY OF THE KEY TRANSACTION DOCUMENTS</i>.</p> <p>Mortgage Sale Agreement</p> <p>Representations and Warranties</p> <p>The Loan Warranties to be given by the Seller will include, inter alia, the following warranties:</p> <p>1. Loans</p> <p>(g) The Current Balance on each Loan and its Related Security constitute a legal, valid, binding and enforceable debt due to the Seller from the relevant Borrower and the terms of each Loan and its Related Security constitute valid and binding obligations of the Borrower enforceable in accordance with their terms and non-cancellable except that enforceability may be limited by bankruptcy, insolvency or other similar laws of general applicability affecting the enforcement of creditors' rights generally and the court's discretion in relation to equitable remedies.</p> <p>(l) Each Loan and its Related Security is valid, binding and enforceable in accordance with its terms and is non-cancellable except that enforceability may be limited by bankruptcy, insolvency or other similar laws of general applicability affecting the enforcement of creditors' rights generally and the court's discretion in relation to equitable remedies.</p>	
11	<p>STS Criteria</p> <p>11. With full recourse to debtors and, where applicable, guarantors.</p>	<p>Verified?</p> <p>YES</p>
	<p>PCS Comments</p> <p>See Prospectus, <i>SUMMARY OF THE KEY TRANSACTION DOCUMENTS</i>.</p> <p>Representations and Warranties</p> <p>The Loan Warranties to be given by the Seller will include, inter alia, the following warranties:</p> <p>1. Loans</p> <p>(gg) The Seller has full recourse to the Borrower and any guarantor of the Borrower under the Loans.</p>	

Article 20.8. The underlying exposures shall have defined periodic payment streams, the instalments of which may differ in their amounts, relating to rental, principal, or interest payments, or to any other right to receive income from assets supporting such payments. The underlying exposures may also generate proceeds from the sale of any financed or leased assets.

12	<p><u>STS Criteria</u> 12. The underlying exposures shall have defined periodic payment streams, the instalments of which may differ in their amounts.</p>	<p><u>Verified?</u> YES</p>
	<p><u>PCS Comments</u> See Prospectus, <i>THE LOANS</i>. Characteristics of the Loans (1) Repayment Terms Loans in the Initial Portfolio are Repayment Loans, whereby the Borrower makes monthly payments of both interest and principal so that, when the Loan matures, the full amount of the principal of the Loan will have been repaid and Interest-Only Loans, whereby the Borrower makes monthly payments of Interest-Only during the term of the Loan; The required accrued rate of interest on the Loans will vary from month to month as a result of changes in interest rates. However, as a result of the operation of the Annual Review (as to which see "Annual Interest Rate Review" below) the amount paid by a Borrower in respect of its Monthly Payment will only change on an annual basis.</p>	
13	<p><u>STS Criteria</u> 13. Relating to rental, principal, or interest payments, or to any other right to receive income from assets supporting such payments. The underlying exposures may also generate proceeds from the sale of any financed or leased assets.</p>	<p><u>Verified?</u> YES</p>
	<p><u>PCS Comments</u> See point 12 above. See Prospectus, <i>TRANSACTION OVERVIEW – PORTFOLIO AND SERVICING</i>. The Loans: The Portfolio will consist of the Loans, the Related Security and all monies derived therein from time to time. The term Loan when used in this Prospectus means a Loan secured by a Mortgage (as defined below) and other Related Security. Related Security means, in relation to a Loan, the security granted for the repayment of that Loan by the relevant Borrower including the relevant Mortgage and all other matters applicable thereto acquired as part of any Portfolio sold to the Issuer pursuant to the Mortgage Sale Agreement (as described more fully in the section entitled "Summary of the Key Transaction Documents – Mortgage Sale Agreement"). See Prospectus, <i>CASHFLOWS</i>. Principal Receipts means (a) principal repayments under the Loans, (b) recoveries of principal from defaulting Borrowers under Loans being enforced (including the proceeds of the sale of the relevant Property), (c) any payment pursuant to any insurance policy in respect of a Mortgaged Property in connection with a Loan in the Portfolio and (d) the proceeds of the repurchase of any Loan by the Seller (or, as applicable, YBS or one of its subsidiaries) from the Issuer pursuant to the Mortgage Sale Agreement (other than any amount representing accrued interest).</p>	

Article 20.8. The underlying exposures shall not include transferable securities, as defined in Article 4(1), (24) of Article 2(1) of Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012 of the European Parliament and of the Council other than corporate bonds, provided that they are not listed on a trading venue.

14	<u>STS Criteria</u>	<u>Verified?</u> YES
	<p>14. The underlying exposures shall not include transferable securities, as defined in Article 4(1), (24) of Article 2(1) of Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012 of the European Parliament and of the Council other than corporate bonds, provided that they are not listed on a trading venue.</p> <p><u>PCS Comments</u></p> <p>See Prospectus, <i>THE LOANS</i>.</p> <p>Other Characteristics</p> <p>The Loans comprised in the Cut-Off Date Portfolio as at the Cut-Off Date do not include: (i) any transferable securities for purposes of Article 20(8) of the UK Securitisation Regulation; (ii) any securitisation positions for purposes of Article 20(9) of the UK Securitisation Regulation; or (iii) any derivatives for purposes of Article 21(2) of the UK Securitisation Regulation, in each case on the basis that such Loans have been entered into substantially on the terms of similar standard documentation for residential mortgages loans. The Loans comprised in the Cut-Off Date Portfolio as at the Cut-Off Date will be transferred to the Issuer after selection for inclusion in the Portfolio without undue delay for purposes of Article 20(11) of the UK Securitisation Regulation.</p>	

Article 20.9. The underlying exposures shall not include any securitisation position.

15	<u>STS Criteria</u>	<u>Verified?</u> YES
	<p>15. The underlying exposures shall not include any securitisation position.</p> <p><u>PCS Comments</u></p> <p>See Prospectus, <i>THE LOANS</i>.</p> <p>Other Characteristics</p> <p>The Loans comprised in the Cut-Off Date Portfolio as at the Cut-Off Date do not include: (i) any transferable securities for purposes of Article 20(8) of the UK Securitisation Regulation; (ii) any securitisation positions for purposes of Article 20(9) of the UK Securitisation Regulation; or (iii) any derivatives for purposes of Article 21(2) of the UK Securitisation Regulation, in each case on the basis that such Loans have been entered into substantially on the terms of similar standard documentation for residential mortgages loans. The Loans comprised in the Cut-Off Date Portfolio as at the Cut-Off Date will be transferred to the Issuer after selection for inclusion in the Portfolio without undue delay for purposes of Article 20(11) of the UK Securitisation Regulation.</p>	

Article 20.10. The underlying exposures shall be originated in the ordinary course of the originator's or original lender's business pursuant to underwriting standards that are no less stringent than those that the originator or original lender applied at the time of origination to similar exposures that are not securitised.

16	<p><u>STS Criteria</u></p> <p>16. The underlying exposures shall be originated in the ordinary course of the originator's or original lender's business.</p>	<p><u>Verified?</u></p> <p>YES</p>
	<p><u>PCS Comments</u></p> <p>See Prospectus, <i>SUMMARY OF THE KEY TRANSACTION DOCUMENTS</i>.</p> <p>Mortgage Sale Agreement</p> <p>Representations and Warranties</p> <p>The Loan Warranties to be given by the Seller will include, inter alia, the following warranties:</p> <p>1. Loans</p> <p>(b) Each Loan was originated by the Seller in the ordinary course of business pursuant to underwriting standards that are no less stringent than those the Seller applied at the time of origination to similar loans that are not securitised and was denominated in pounds sterling upon origination.</p>	
17	<p><u>STS Criteria</u></p> <p>17. Pursuant to underwriting standards that are no less stringent than those that the originator or original lender applied at the time of origination to similar exposures that are not securitised.</p>	<p><u>Verified?</u></p> <p>YES</p>
	<p><u>PCS Comments</u></p> <p>See Prospectus, <i>SUMMARY OF THE KEY TRANSACTION DOCUMENTS</i>.</p> <p>Mortgage Sale Agreement</p> <p>Representations and Warranties</p> <p>The Loan Warranties to be given by the Seller will include, inter alia, the following warranties:</p> <p>1. Loans</p> <p>(b) Each Loan was originated by the Seller in the ordinary course of business pursuant to underwriting standards that are no less stringent than those the Seller applied at the time of origination to similar loans that are not securitised and was denominated in pounds sterling upon origination.</p>	

Article 20.10. The underwriting standards pursuant to which the underlying exposures are originated and any material changes from prior underwriting standards shall be fully disclosed to potential investors without undue delay.

18	STS Criteria	Verified? YES
<p>18. The underwriting standards pursuant to which the underlying exposures are originated and any material changes from prior underwriting standards shall be fully disclosed to potential investors without undue delay.</p>		
<p>PCS Comments</p> <p>See Prospectus, <i>THE LOANS</i>.</p> <p>Changes to the underwriting policies and the Lending Criteria</p> <p>Any material changes from the Seller’s prior underwriting policies and Lending Criteria shall be disclosed without undue delay to the extent required under Article 20(10) of the UK Securitisation Regulation.</p> <p><i>Although somewhat confusingly drafted, the EBA Guidelines make clear that the part of the criterion referring to changes from prior underwriting is a future event criterion. It applies changes in underwriting criteria that occur post-closing. In other words, it cannot be either met or failed at the outset of the transaction. But if, at a later stage, it is not met, then the Originator will need to inform the FCA and the STS status of the securitisation will be lost.</i></p> <p><i>Therefore, as a technical matter, this criterion is not applicable at the closing of a transaction. However, PCS will nevertheless look to see if there is a covenant on the part of the originator to comply in the future with this requirement whilst noting at the same time that the absence of any such covenant – although possibly unsettling for some investors – would not invalidate the STS status of the transaction at closing.</i></p>		

Article 20.10. In the case of securitisations where the underlying exposures are residential loans, the pool of loans shall not include any loan that was marketed and underwritten on the premise that the loan applicant or, where applicable intermediaries, were made aware that the information provided might not be verified by the lender.

19	STS Criteria	Verified? YES
<p>19. In the case of securitisations where the underlying exposures are residential loans, the pool of loans shall not include any loan that was marketed and underwritten on the premise that the loan applicant or, where applicable intermediaries, were made aware that the information provided might not be verified by the lender.</p>		
<p>PCS Comments</p> <p>See Prospectus, <i>SUMMARY OF THE KEY TRANSACTION DOCUMENTS</i>.</p> <p>Mortgage Sale Agreement</p> <p>Representations and Warranties</p> <p>The Loan Warranties to be given by the Seller will include, inter alia, the following warranties:</p> <p>1. Loans</p>		

(r) No Loan is a Self-certified Loan or was a Self-certified Loan as at the date of origination of the relevant Loan, a Buy to Let Loan, a Help to Buy Loan, an Offset Loan or a Right to Buy Loan.

Self-certified Loan means a Loan that was marketed and underwritten on the premise that the loan applicant or, where applicable, intermediaries were made aware that the information provided by the loan applicant might not be verified by the lender;

Article 20.10. The assessment of the borrower's creditworthiness shall meet the requirements set out in Article 8 of Directive 2008/48/EC or paragraphs 1 to 4, point (a) of paragraph 5, and paragraph 6 of Article 18 of Directive 2014/17/EU or, where applicable, equivalent requirements in third countries.

20	STS Criteria	Verified? YES
	<p>20. The assessment of the borrower's creditworthiness shall meet the requirements set out in Article 8 of Directive 2008/48/EC or paragraphs 1 to 4, point (a) of paragraph 5, and paragraph 6 of Article 18 of Directive 2014/17/EU or, where applicable, equivalent requirements in third countries.</p> <p>PCS Comments</p> <p>See Prospectus, <i>THE LOANS</i>.</p> <p>Lending Criteria</p> <p>Changes to the underwriting policies and the Lending Criteria</p> <p>The assessment of a Borrower's creditworthiness is conducted in accordance with the Lending Criteria and, where appropriate, meets the requirements set out in Article 8 of Directive 2008/48/EC or paragraphs 1 to 4, point (a) of paragraph 5, and paragraph 6 of Article 18 of Directive 2014/17/EU or, where applicable, equivalent requirements in third countries.</p> <p><i>The criterion requires consumer loans or mortgages to have been underwritten in accordance with one of two European Directives. European Directives, in contrast to Regulations, do not have direct effect but must be implemented into national law country by country.</i></p> <p><i>Therefore, if the assets concerned, as in the case of the Transaction, are residential mortgages, the relevant Directive is 2014/17/EU. The next step is to determine which UK law transcribed this Directive into local law.</i></p> <p><i>PCS assumes, although the Regulation and the EBA Guidelines are silent on this point, that the requirement for mortgages and consumer loans to have been underwritten in compliance with the Directives only applies to assets underwritten after these Directives were transcribed into national law. This was done in the UK via the MCD Order issued in March 2016.</i></p>	

Article 20.10. The originator or original lender shall have expertise in originating exposures of a similar nature to those securitised.

21	STS Criteria	Verified? YES
	<p>21. The originator or original lender shall have expertise in originating exposures of a similar nature to those securitised.</p> <p>PCS Comments</p> <p>See Prospectus, <i>ACCORD MORTGAGES LIMITED</i>.</p>	

Accord has significantly more than five years of experience in the origination and underwriting of mortgage loans similar to those included in the Portfolio.

An entity originating assets similar to those securitised for at least five years is deemed, according to the EBA Guidelines to have "expertise".

Article 20.11. The underlying exposures shall be transferred to the SSPE after selection without undue delay and shall not include, at the time of selection, exposures in default within the meaning of Article 178(1) of Regulation (EU) No 575/2013...

22	<p><u>STS Criteria</u> 22. The underlying exposures shall be transferred to the SSPE after selection without undue delay...</p>	<p><u>Verified?</u> YES</p>
	<p><u>PCS Comments</u> See Prospectus, <i>THE LOANS</i>. Other Characteristics The Loans comprised in the Cut-Off Date Portfolio as at the Cut-Off Date will be transferred to the Issuer after selection for inclusion in the Portfolio without undue delay for purposes of Article 20(11) of the UK Securitisation Regulation. See Prospectus, <i>CHARACTERISTICS OF THE CUT-OFF DATE PORTFOLIO</i>. See underlying transaction documents, Master Definitions and Construction Schedule. 1. DEFINITIONS Cut-Off Date means 30 June 2022;</p>	
23	<p><u>STS Criteria</u> 23. And shall not include, at the time of selection, exposures in default within the meaning of Article 178(1) of Regulation (EU) No 575/2013...</p>	<p><u>Verified?</u> YES</p>
	<p><u>PCS Comments</u> See Prospectus, <i>SUMMARY OF THE KEY TRANSACTION DOCUMENTS</i>. Mortgage Sale Agreement Representations and Warranties 1. Loans (aa) No loan is considered by the Seller as being in default within the meaning of Article 178(1) of the UK CRR, as further specified by the Delegated Regulation (EU) No 2015/3 on the materiality threshold for credit obligations past due developed in accordance with Article 178 of the CRR and by the European Banking Authority Guidelines on the application of the definition of default developed in accordance with Article 178(7) of the CRR.</p>	

Article 20.11. The underlying exposures shall be transferred to the SSPE after selection without undue delay and shall not include, at the time of selection, exposures in default within the meaning of Article 178(1) of Regulation (EU) No 575/2013 or exposures to a credit-impaired debtor or guarantor, who, to the best of the originator's or original lender's knowledge:

(a) has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the date of transfer or assignment of the underlying exposures to the SSPE, except if:

(i) a restructured underlying exposure has not presented new arrears since the date of the restructuring which must have taken place at least one year prior to the date of transfer or assignment of the underlying exposures to the SSPE; and

(ii) the information provided by the originator, sponsor and SSPE in accordance with points (a) and (e)(i) of the first subparagraph of Article 7(1) explicitly sets out the proportion of restructured underlying exposures, the time and details of the restructuring as well as their performance since the date of the restructuring;

(b) was, at the time of origination, where applicable, on a public credit registry of persons with adverse credit history or, where there is no such public credit registry, another credit registry that is available to the originator or original lender; or

(c) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not being made is significantly higher than for comparable exposures held by the originator which are not securitised.

24	STS Criteria	Verified? YES
	24. Or exposures to a credit-impaired debtor or guarantor, who, to the best of the originator's or original lender's knowledge:	
	PCS Comments	
	See Prospectus, <i>SUMMARY OF THE KEY TRANSACTION DOCUMENTS</i> .	
	Mortgage Sale Agreement	
	Representations and Warranties	
	The Loan Warranties to be given by the Seller will include, inter alia, the following warranties:	
	1. Loans	
	(w) No Loan is guaranteed by a third party guarantor.	
	(bb) No Loan is a Loan which, so far as the Seller is aware, is a Loan to a Borrower who is a "credit-impaired obligor" as described in Article 13(2)(j) of the UK LCR Regulation or paragraph 2(k) of Article 177 of Regulation (EU) No 2015/35 (or, in each case, if different, the equivalent provisions in any such enacted version of such Commission Delegated Regulation).	
	(cc) No Loan is a Loan which, so far as the Seller is aware, is a Loan to a Borrower who is a "credit-impaired debtor" as described in Article 20(11) of the UK Securitisation Regulation, and, in each case, in accordance with any official guidance issued in relation thereto.	

25	STS Criteria 25.(a) has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination.	Verified? YES
	PCS Comments See point 24 above.	
26	STS Criteria 26. Or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the date of transfer or assignment of the underlying exposures to the SSPE, except if:	Verified? YES
	PCS Comments See point 24 above.	
27	STS Criteria 27. (i) a restructured underlying exposure has not presented new arrears since the date of the restructuring which must have taken place at least one year prior to the date of transfer or assignment of the underlying exposures to the SSPE; and	Verified? YES
	PCS Comments See point 24 above. Not applicable – no restructured borrowers.	
28	STS Criteria 28. (ii) the information provided by the originator, sponsor and SSPE in accordance with points (a) and (e)(i) of the first subparagraph of Article 7(1) explicitly sets out the proportion of restructured underlying exposures, the time and details of the restructuring as well as their performance since the date of the restructuring;	Verified? YES
	PCS Comments See point 24 above. Not applicable – no restructured borrowers.	
29	STS Criteria 29. (b) was, at the time of origination, where applicable, on a public credit registry of persons with adverse credit history or, where there is no such public credit registry, another credit registry that is available to the originator or original lender;	Verified? YES
	PCS Comments See point 24 above.	

30	<u>STS Criteria</u> 30. (c) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not being made is significantly higher than for comparable exposures held by the originator which are not securitised.	<u>Verified?</u> YES
	<u>PCS Comments</u> See point 24 above.	

Article 20.12. The debtors shall at the time of transfer of the exposures, have made at least one payment, except in the case of revolving securitisations backed by exposures payable in a single instalment or having a maturity of less than one year, including without limitation monthly payments on revolving credits.

31	<u>STS Criteria</u> 31. The debtors shall at the time of transfer of the exposures, have made at least one payment, except in the case of revolving securitisations backed by exposures payable in a single instalment or having a maturity of less than one year, including without limitation monthly payments on revolving credits.	<u>Verified?</u> YES
	<u>PCS Comments</u> See Prospectus, <i>SUMMARY OF THE KEY TRANSACTION DOCUMENTS</i> . Mortgage Sale Agreement Representations and Warranties The Loan Warranties to be given by the Seller will include, inter alia, the following warranties: 1. Loans (f) At least two monthly payments due in respect of each Loan have been paid by the relevant Borrower.	

Article 20.13. The repayment of the holders of the securitisation positions shall not have been structured to depend predominantly on the sale of assets securing the underlying exposures. This shall not prevent such assets from being subsequently rolled-over or refinanced.

The repayment of the holders of the securitisation positions whose underlying exposures are secured by assets the value of which is guaranteed or fully mitigated by a repurchase obligation by the seller of the assets securing the underlying exposures or by another third party shall not be considered to depend on the sale of assets securing those underlying exposures.

32	<p>STS Criteria</p> <p>32. The repayment of the holders of the securitisation positions shall not have been structured to depend predominantly on the sale of assets securing the underlying exposures.</p>	Verified? YES
	<p>PCS Comments</p> <p>See Prospectus.</p> <p>Underlying Assets</p> <p>The Issuer will make payments on the Notes from payments of principal and revenue received from a portfolio (the Portfolio) comprising mortgage loans originated by Accord Mortgages Limited (the Seller or Accord) and secured over residential properties located in England, Wales and Scotland.</p> <p>See Prospectus, THE LOANS.</p> <p>Characteristics of the Loans</p> <p>(1) Repayment Terms</p> <p>Loans in the Initial Portfolio are Repayment Loans, whereby the Borrower makes monthly payments of both interest and principal so that, when the Loan matures, the full amount of the principal of the Loan will have been repaid and Interest-Only Loans, whereby the Borrower makes monthly payments of Interest-Only during the term of the Loan;</p> <p><i>Although there was some uncertainty over the status of interest-only mortgages, this has been definitively cleared up by the EBA Guidelines specific statement that this criterion was not designed to capture these products.</i></p>	

Article 21.1. The originator, sponsor or original lender shall satisfy the risk retention requirement in accordance with Article 6.

33	STS Criteria	Verified? YES
<p>33.The originator, sponsor or original lender shall satisfy the risk retention requirement in accordance with Article 6.</p>		
<p>PCS Comments</p> <p>See Prospectus <i>REGULATORY REQUIREMENTS</i>.</p> <p>UK Securitisation Regulation</p> <p>YBS will retain for the life of the transaction a material net economic interest of not less than 5% in the securitisation as required by Article 6(1) of the UK Securitisation Regulation. As at the Closing Date, such interest will comprise the retention of not less than 5% of the nominal value of each of Class of Notes sold or transferred to investors in accordance with the text of Article 6(3)(a) of the UK Securitisation Regulation (the Retained Interest). Any change to the manner in which such interest is held will be notified to the Note Trustee and the Noteholders in accordance with the applicable Conditions and the requirements of the UK Securitisation Regulation. YBS' Retained Interest will be confirmed through the disclosure in the monthly Investor Reports.</p> <p>See Prospectus <i>SUBSCRIPTION AND SALE</i>.</p> <p>Pursuant to the Subscription Agreement, YBS has undertaken that it will, inter alia:</p> <p>(b) Retain a material net economic interest of not less than 5% in the securitisation as required by the text of Article 6(1) of the UK Securitisation Regulation and Article 6(1) of the EU Securitisation Regulation (as if it were applicable to YBS and as in force on the Closing Date);</p>		

Article 21.2. The interest rate and currency risks arising from the securitisation shall be appropriately mitigated and any measures taken to that effect shall be disclosed.

34	STS Criteria	Verified? YES
<p>34. The interest rate...risks arising from the securitisation shall be appropriately mitigated.</p>		
<p>PCS Comments</p> <p>See Prospectus, <i>RISK FACTORS</i>.</p> <p>5. COUNTERPARTY RISKS</p> <p>Interest Rate Risk</p> <p>The Loans in the Portfolio are subject to variable and fixed interest rates while the Issuer's liabilities under the Notes are based on Compounded Daily SONIA.</p> <p>To hedge its interest rate exposure in respect of the Fixed Rate Loans in the Portfolio and the amounts payable under the Notes, the Issuer will on the Closing Date enter into an interest rate swap transaction under the Interest Rate Swap Agreement (the Interest Rate Swap Agreement) with the Interest Rate Swap Provider (the Interest Rate Swap Transaction) (see "Credit Structure – Interest Rate Risk for the Notes"). The Issuer will not enter into a swap agreement to hedge its interest rate exposure in relation to the SVR Loans in the Portfolio and the amounts payable under the Notes. Pursuant to the terms of the Servicing Agreement the SVR in relation to the SVR Loans, shall, following a Perfection Event, be set</p>		

at a minimum rate, set by reference to Compounded Daily SONIA. Prior to the occurrence of a Perfection Event, the SVR shall be set in line with the Seller's SVR. The Interest Rate Swap Transaction covers a major share of the interest rate risk present in the context of the Notes.

See Prospectus, *CREDIT STRUCTURE*.

12. Interest Rate Risk for the Notes

See Prospectus, *REGULATORY REQUIREMENTS*.

Mitigation of interest rate risks

The Loans and the Notes are affected by interest rate risks (see the [section](#) "Credit Structure – Interest Rate Risk for the Notes" in this Prospectus). The Issuer aims to hedge the relevant interest rate exposures in respect of the Loans and the Notes, as applicable, by entering into certain swap agreements (see the sections "Credit Structure – Interest Rate Risk for the Notes" in this Prospectus).

See underlying transaction documents: Schedules to the ISDA Master Agreement, Credit Support Annexes, Swap confirmations.

Clearly and explicitly, "appropriate" hedging does not require "perfect" hedging. This is confirmed by the EBA Guidelines which require the hedges to cover a "major share" of the risk from an "economic perspective". However, the definition of "appropriate" hedging or a "major share" of the risk will always contain an element of subjectivity and must be analysed on a case-by-case basis.

The fact that the Regulation was crafted by the legislators to recognise existing high-quality European securitisations rather than raise the bar to a level not previously encountered, together with the common-sense approach of the EBA, leads to the conclusion that transactions considered adequately hedged by common investor and rating agency consensus should be held to meet this criterion.

This still requires an analysis of the matter. Since PCS is not a quantitative analysis provider or a credit rating agency, our verification is based on a second-hand analysis which focuses on:

- A statement in the Prospectus or other document setting out the boundary conditions of the hedging. This should state in effect how far the hedging stretches and under what scenario's it will break. For example, if interbank rates rise above X%. This will provide a common-sense feel for whether, at first glance, the hedging is reasonable.*
- Risk Factors section of the prospectus to check that no statements refer to the risks of "unhedged positions". This is based on the legal requirement to disclose any relevant information to investors. If the originator or its advisers believed that the hedging in a transaction was unusually light, this should be disclosed in the Risk Section.*
- The "pre-sale" report from a recognised credit rating agency (if used) so as to identify any issues with hedging. Again, rating agencies as credit specialists should highlight in their analysis any substantial and unusual hedging risks.*

In the case of the Transaction, payments from the mortgage loans represent mostly fixed rate payments, while the notes are floating rate. An interest rate swap is used in the Transaction to mitigate fixed-to-floating interest rate risk, covering the period during which the underlying assets have fixed rates. Information provided in the transaction documents indicate that interest rate risk has been appropriately mitigated.

35	<p><u>STS Criteria</u></p> <p>35. Currency risks arising from the securitisation shall be appropriately mitigated.</p>	<p><u>Verified?</u></p> <p>YES</p>
	<p><u>PCS Comments</u></p> <p>See Prospectus, <i>TRANSACTION OVERVIEW – OVERVIEW OF THE TERMS AND CONDITIONS OF THE NOTES</i>.</p> <p>Minimum Denomination</p> <p>See Prospectus, <i>TERMS AND CONDITIONS OF THE NOTES</i>.</p> <p>2. FORM, DENOMINATION AND TITLE</p> <p>See Prospectus, <i>SUMMARY OF THE KEY TRANSACTION DOCUMENTS</i>.</p> <p>Mortgage Sale Agreement</p> <p>Representations and Warranties</p> <p>1. Loans</p> <p>(b) Each Loan was originated by the Seller in the ordinary course of business pursuant to underwriting standards that are no less stringent than those the Seller applied at the time of origination to similar loans that are not securitised and was denominated in pounds sterling upon origination.</p> <p><i>Assets and liabilities are denominated in sterling.</i></p>	

36	<u>STS Criteria</u>	<u>Verified?</u>
	36. Any measures taken to that effect shall be disclosed.	YES
<u>PCS Comments</u>		
See Prospectus, <i>RISK FACTORS</i> .		
5. COUNTERPARTY RISKS		
Interest Rate Risk		
See Prospectus, <i>CREDIT STRUCTURE</i> .		
13. Interest Rate Risk for the Notes		
See Prospectus, <i>REGULATORY REQUIREMENTS</i> .		
Mitigation of interest rate risks		
See PCS comment under 34 above.		
<i>Actions taken to mitigate interest rate and currency risk in the Transaction have been disclosed in the transaction documents.</i>		

Article 21.2. Except for the purpose of hedging currency risk or interest rate risk, the SSPE shall not enter into derivative contracts and shall ensure that the pool of underlying exposures does not include derivatives.

Those derivatives shall be underwritten and documented according to common standards in international finance.

37	<u>STS Criteria</u>	<u>Verified?</u>
	37. Except for the purpose of hedging currency risk or interest rate risk, the SSPE shall not enter into derivative contracts and...	YES
<u>PCS Comments</u>		
See Prospectus, <i>THE ISSUER</i> .		
Introduction		
Except for the purpose of hedging interest-rate risk, the Issuer will not enter into derivative contracts for purposes of Article 21(2) of the UK Securitisation Regulation.		

38	STS Criteria 38. ...Shall ensure that the pool of underlying exposures does not include derivatives.	Verified? YES
	PCS Comments See Prospectus, <i>THE LOANS</i> . Other Characteristics The Loans comprised in the Cut-Off Date Portfolio as at the Cut-Off Date do not include: (i) any transferable securities for purposes of Article 20(8) of the UK Securitisation Regulation; (ii) any securitisation positions for purposes of Article 20(9) of the UK Securitisation Regulation; or (iii) any derivatives for purposes of Article 21(2) of the UK Securitisation Regulation, in each case on the basis that such Loans have been entered into substantially on the terms of similar standard documentation for residential mortgage loans.	
39	STS Criteria 39. Those derivatives shall be underwritten and documented according to common standards in international finance.	Verified? YES
	PCS Comments See Prospectus, <i>CASHFLOWS</i> . Interest Rate Swap Agreement means an ISDA Master Agreement (including a schedule and a credit support annex thereto and one or more confirmations thereunder) entered into between the Interest Rate Swap Provider and the Issuer on or about the Closing Date or any replacement Interest Rate Swap Agreement; See underlying transaction documents: ISDA Schedules, Credit Support Annexes, swap confirmations.	

Article 21.3. Any referenced interest payments under the securitisation assets and liabilities shall be based on generally used market interest rates, or generally used sectoral rates reflective of the cost of funds, and shall not reference complex formulae or derivatives.

40	STS Criteria 40. Any referenced interest payments under the securitisation assets and liabilities shall be based on generally used market interest rates, or generally used sectoral rates reflective of the cost of funds and shall not reference complex formulae or derivatives.	Verified? YES
	PCS Comments See Prospectus. Interest Rate Class A1 Notes: Compounded Daily SONIA plus the Relevant Margin (together subject to a floor of zero). Class A2 Notes: Compounded Daily SONIA plus the Relevant Margin (together subject to a floor of zero) Class Z VFN: Compounded Daily SONIA plus the Relevant Margin (together subject to a floor of zero) Benchmarks	

Interest payable on the Class A Notes will be calculated by reference to the Sterling Overnight Index Average (**SONIA**).

See Prospectus, *SUMMARY OF THE KEY TRANSACTION DOCUMENTS*.

Representations and Warranties

The Loan Warranties to be given by the Seller will include, inter alia, the following warranties:

7. Interest Rates payable under the Loans

Each Loan in the Portfolio is either:

- (a) an SVR Loan, a Discounted SVR Loan, a Fixed Rate Loan or a Reversionary Discount Loan; or
- (b) a New Loan Type which will not result in the then current ratings of the Class A Notes being downgraded, withdrawn or qualified,

and no Loan is a Capped Rate Loan.

Discounted SVR Loans means those Loans or any sub-account(s) of such Loans to the extent that and for such period that their Mortgage Conditions provide that they are subject to a rate of interest at a discount to the Seller's SVR which may at any time be varied in accordance with the relevant Mortgage Conditions (and shall, for the avoidance of doubt, exclude Loans or any sub-account(s) of such Loan during the period that they are Fixed Rate Loans);

Fixed Rate Loan means a Loan or any sub-account(s) of such Loan to the extent that and for such time as the interest rate payable by the relevant Borrower on all or part of the outstanding balance does not vary and is fixed for a certain period of time by the Seller and will revert to an interest rate that may be varied according to the Mortgage Conditions;

New Loan Type means a new type of mortgage loan originated by the Seller, which the Seller intends to transfer to the Issuer, the terms and conditions of which are materially different (in the opinion of the Seller, acting reasonably) from the Loans comprised in the Portfolio (and, for the avoidance of doubt, a mortgage loan will not constitute a New Loan Type if it differs from the Loans due to it having different interest rates and/or interest periods and/or time periods for which it is subject to a fixed rate or any other interest rate or the benefit of any discounts, cash backs, caps and/or rate guarantees or if it has flexible features, provided that the relevant Loan must at all times have an interest rate that is based on generally accepted market or sectoral interest rates reflective of cost of funds and shall not reference complex formulae or derivatives);

Reversionary Discount Loan means any Fixed Rate Loan that will subsequently become a Discounted SVR Loan;

SVR Loans means those Loans, or any sub-account(s) of such Loan(s), to the extent and for such period that their Mortgage Conditions provide that they are subject to a rate of interest which may at any time be varied in accordance with the relevant Mortgage Conditions, including Discounted SVR Loans (and shall, for the avoidance of doubt, exclude Loans or any sub-account(s) of such Loan(s) during the period that they are Fixed Rate Loans);

See Prospectus, *THE LOANS*.

Characteristics of the Loans

(2) Interest payments and interest rate setting

The Seller has responded to the competitive mortgage market by developing a range of products that are used to attract new borrowers and retain existing customers. Interest on the Loans is charged on one of the following bases and the Seller is able to combine these to suit the requirements of the Borrower:

- (a) SVR Loans are Loans which are subject to the Standard Variable Rate or SVR, including Discounted SVR Loans. As at the Closing Date, the Seller's SVR is 5.39%.
- (b) Discounted SVR Loans are Loans which are subject to an interest rate at a discount to the Seller's SVR.

- (c) Reversionary Discount Loans are Fixed Rate Loans that will subsequently become Discounted SVR Loans.
- (d) Fixed Rate Loans are Loans which are subject to a fixed rate of interest for a specified period of time, usually, but not exclusively, for two, three or five years.
- (e) Capped Rate Loans are Loans or any sub-account(s) of such Loans to the extent that and for such period that their Mortgage Conditions provide that they are subject to a rate of interest which may at any time be varied in accordance with the relevant Mortgage Conditions, but where the interest rate cannot exceed a predetermined level or cap (and shall, for the avoidance of doubt, exclude Loans or any sub-account(s) of such Loan during the period that they are Fixed Rate Loans or Discounted SVR Loans)

Article 21.4. Where an enforcement or an acceleration notice has been delivered:

- (a) no amount of cash shall be trapped in the SSPE beyond what is necessary to ensure the operational functioning of the SSPE or the orderly repayment of investors in accordance with the contractual terms of the securitisation, unless exceptional circumstances require that amount is trapped in order to be used, in the best interests of investors, for expenses in order to avoid the deterioration in the credit quality of the underlying exposures;
- (b) Principal receipts from the underlying exposures shall be passed to investors via sequential amortisation of the securitisation positions, as determined by the seniority of the securitisation position;
- (c) Repayment of the securitisation positions shall not be reversed with regard to their seniority; and
- (d) No provisions shall require automatic liquidation of the underlying exposures at market value.

41 **STS Criteria**

41. Where an enforcement or an acceleration notice has been delivered:

- (a) no amount of cash shall be trapped in the SSPE beyond what is necessary to ensure the operational functioning of the SSPE or the orderly repayment of investors in accordance with the contractual terms of the securitisation, unless exceptional circumstances require that amount is trapped in order to be used, in the best interests of investors, for expenses in order to avoid the deterioration in the credit quality of the underlying exposures;

Verified?
YES

PCS Comments

See Prospectus, *CASHFLOWS*.

Distribution of Available Principal Receipts and Available Revenue Receipts Following the Service of a Note Acceleration Notice on the Issuer

Application of Monies Drawn from the Liquidity Reserve Fund

Following the service of a Note Acceleration Notice on the Issuer, monies standing to the credit of the Liquidity Reserve Fund will be applied in accordance with the Post-Acceleration Priority of Payments.

Post-enforcement priority of payments indicates that no cash is trapped.

42	STS Criteria 42. (b) Principal receipts from the underlying exposures shall be passed to investors via sequential amortisation of the securitisation positions, as determined by the seniority of the securitisation position;	Verified? YES
	PCS Comments See Prospectus, <i>CASHFLOWS</i> . Distribution of Available Principal Receipts and Available Revenue Receipts Following the Service of a Note Acceleration Notice on the Issuer <i>Principal is paid sequentially under post enforcement order of priority.</i>	
43	STS Criteria 43. (c) Repayment of the securitisation positions shall not be reversed with regard to their seniority; and	Verified? YES
	PCS Comments See Prospectus, <i>CASHFLOWS</i> . Distribution of Available Principal Receipts and Available Revenue Receipts Following the Service of a Note Acceleration Notice on the Issuer <i>The priority of payments post-enforcement maintains repayment in line with seniority.</i>	
44	STS Criteria 44. (d) No provisions shall require automatic liquidation of the underlying exposures at market value.	Verified? YES
	PCS Comments See Prospectus, <i>SUMMARY OF THE KEY TRANSACTION DOCUMENTS</i> . Deed of Charge For the purposes of Article 21(4)(d) of the UK Securitisation Regulation, no provision of the Deed of Charge requires automatic liquidation upon default of the Issuer. See Prospectus, <i>TERMS AND CONDITIONS OF THE NOTES</i> . 11. ENFORCEMENT See underlying transaction documents, Deed of Charge. 21. EXERCISE OF CERTAIN RIGHTS	

Article 21.5. Transactions which feature non-sequential priority of payments shall include triggers relating to the performance of the underlying exposures resulting in the priority of payments reverting to sequential payments in order of seniority. Such performance-related triggers shall include at least the deterioration in the credit quality of the underlying exposures below a pre-determined threshold.

45	<p><u>STS Criteria</u></p> <p>45. Transactions which feature non-sequential priority of payments shall include triggers relating to the performance of the underlying exposures resulting in the priority of payments reverting to sequential payments in order of seniority. Such performance-related triggers shall include at least the deterioration in the credit quality of the underlying exposures below a pre-determined threshold.</p>	<u>Verified?</u> YES
	<p><u>PCS Comments</u></p> <p>See Prospectus, <i>CASHFLOWS</i>.</p> <p>Application of amounts standing to the credit of the Retained Principal Ledger</p> <p>See Prospectus, <i>APPENDIX</i></p> <p>Notwithstanding anything to the contrary in the table below, each of the Class A1 Target Principal Amount and the Class A2 Target Principal Amount shall be zero from the occurrence of a Further Sale Period Termination Event.</p> <p>See Prospectus, <i>SUMMARY OF THE KEY TRANSACTION DOCUMENTS</i>.</p> <p>Mortgage Sale Agreement</p> <p>Further Sale Period Termination Event</p> <p>(h) the amount standing to the credit of the Retained Principal Ledger is greater than 3.5% of the aggregate Current Balance of the Loans in the Portfolio as at the Initial Portfolio Creation Date;</p> <p>(i) the aggregate Current Balance of the Loans in the Portfolio which are three or more months in arrears is greater than or equal to 3% of the aggregate Current Balance of all Loans in the Portfolio as at the last day of the Monthly Period in which a Further Sale Date occurs; or</p> <p><i>Further Sale Period Termination Events include performance-related triggers including the deterioration in the credit quality of the underlying exposures below a pre-determined threshold.</i></p>	

Article 21.6. The transaction documentation shall include appropriate early amortisation provisions or triggers for termination of the revolving period where the securitisation is a revolving securitisation, including at least the following:

- (a) a deterioration in the credit quality of the underlying exposures to or below a pre-determined threshold;
- (b) the occurrence of an insolvency-related event with regard to the originator or the servicer;
- (c) the value of the underlying exposures held by the SSPE falls below a pre-determined threshold (early amortisation event);
- (d) a failure to generate sufficient new underlying exposures that meet the pre-determined credit quality (trigger for termination of the revolving period).

46	STS Criteria	Verified? YES
<p>46. The transaction documentation shall include appropriate early amortisation provisions or triggers for termination of the revolving period where the securitisation is a revolving securitisation, including at least the following:</p> <ul style="list-style-type: none"> (a) a deterioration in the credit quality of the underlying exposures to or below a pre-determined threshold; 		
<p>PCS Comments</p> <p>See Prospectus, <i>TRANSACTION OVERVIEW – PORTFOLIO AND SERVICING</i>.</p> <p>The Loans:</p> <p>Further Sale Period means the period commencing on the Closing Date and ending on the occurrence of a Further Sale Period Termination Event.</p> <p>Further Sale Period Termination Event means the occurrence of any one of the following events:</p> <ul style="list-style-type: none"> (a) the Step-Up Date; (b) a Seller Insolvency Event or, to the extent YBS is not the Servicer, an insolvency event of the relevant servicer; (c) an unremedied breach by the Seller of any of its obligations under the Transaction Documents, which breach has (or, with the passage of time, would have) a Material Adverse Effect; (d) YBS ceases to be the Interest Rate Swap Provider; (e) following the application of the Pre-Acceleration Revenue Priority of Payments on an Interest Payment Date, the debit balance recorded to the Class Z VFN Principal Deficiency Ledger is in excess of 1% of the aggregate Principal Amount Outstanding of all Notes as at that Interest Payment Date; (f) (A) following the application of the Pre-Acceleration Revenue Priority of Payments on an Interest Payment Date, the Liquidity Reserve Fund (if required to be established) is not fully funded to the Liquidity Reserve Fund Required Amount or (B) following any drawings under the Class Z VFN and the application of the Pre-Acceleration Revenue Priority of Payments on an Interest Payment Date, the General Reserve Fund is not funded to the General Reserve Required Amount; (g) redemption in full of the Class A Notes; (h) the amount standing to the credit of the Retained Principal Ledger is greater than 3.5% of the aggregate Current Balance of the Loans in the Portfolio as at the Initial Portfolio Creation Date; (i) the aggregate Current Balance of the Loans in the Portfolio which are three or more months in arrears is greater than or equal to 3% of the aggregate Current Balance of all Loans in the Portfolio as at the last day of the Monthly Period in which a Further Sale Date occurs; or 		

	(j) the date on which the Seller ceases to originate new loans that are capable of meeting the predetermined credit quality requirements set out in the Mortgage Sale Agreement and complying in all material respects with the Loan Warranties.	
47	STS Criteria 47. (b) the occurrence of an insolvency-related event with regard to the originator or the servicer;	Verified? YES
	PCS Comments See point 46 above. (b)	
48	STS Criteria 48. (c) the value of the underlying exposures held by the SSPE falls below a pre-determined threshold (early amortisation event);	Verified? YES
	PCS Comments See point 46 above. (e)	
49	STS Criteria 49. (d) a failure to generate sufficient new underlying exposures that meet the pre-determined credit quality (trigger for termination of the revolving period).	Verified? YES
	PCS Comments See point 46 above. (h)	

Article 21.7. The transaction documentation shall clearly specify:

- (a) the contractual obligations, duties and responsibilities of the servicer and the trustee, if any, and other ancillary service providers;
- (b) the processes and responsibilities necessary to ensure that a default by or an insolvency of the servicer does not result in a termination of servicing, such as a contractual provision which enables the replacement of the servicer in such cases; and
- (c) provisions that ensure the replacement of derivative counterparties, liquidity providers and the account bank in the case of their default, insolvency, and other specified events, where applicable.

50	STS Criteria 50. The transaction documentation shall clearly specify: (a) the contractual obligations, duties and responsibilities of the servicer and the trustee, if any, and other ancillary service providers;	Verified? YES
	PCS Comments See Prospectus, <i>SUMMARY OF THE KEY TRANSACTION DOCUMENTS</i> . Servicing Agreement, Deed of Charge, Trust Deed, Agency Agreement, Cash Management Agreement, Bank Account Agreement, Guaranteed Investment Contract, Collateral Account Bank Agreement, The Corporate Services Agreement	

	See underlying transaction documents: Servicing Agreement, Deed of Charge, Trust Deed, Agency Agreement, Cash Management Agreement, Bank Account Agreement, Guaranteed Investment Contract, Collateral Account Bank Agreement, The Corporate Services Agreement.	
51	<p>STS Criteria</p> <p>51. (b) the processes and responsibilities necessary to ensure that a default by or an insolvency of the servicer does not result in a termination of servicing, such as a contractual provision which enables the replacement of the servicer in such cases; and</p> <p>PCS Comments</p> <p>See Prospectus, <i>TRANSACTION OVERVIEW – TRIGGERS TABLES</i>.</p> <p>Non-Rating Triggers Table</p> <p>Servicer Termination Event</p> <p>See Prospectus, <i>SUMMARY OF THE KEY TRANSACTION DOCUMENTS</i>.</p> <p>Servicing Agreement</p> <p>Back-Up Servicer Facilitator</p> <p>See Prospectus, <i>RISK FACTORS</i>.</p> <p>5. COUNTERPARTY RISKS</p> <p>Ability to appoint a substitute Servicer</p> <p>See underlying transaction documents, Servicing Agreement.</p> <p>20. TERMINATION</p> <p>20.1 If any of the following events (each, a Servicer Termination Event and, in relation to the events referred to in Clauses 20.1(a) to 20.1(d) below, a Servicer Event of Default) shall occur:</p> <p>[...] then the Issuer (subject to the prior written consent of 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) terminate its appointment as Servicer under this Agreement with effect from a date (not earlier than the date of the notice) specified in the notice. Upon the termination of the Servicer as servicer under this Agreement, the Issuer shall use its reasonable endeavours to appoint a substitute servicer that satisfies the conditions set forth in Clauses 20.2(c), (d), (e) and (f) below.</p> <p>21. BACK-UP SERVICER FACILITATOR</p>	<p>Verified?</p> <p>YES</p>

52	<p><u>STS Criteria</u></p> <p>52. (c) provisions that ensure the replacement of derivative counterparties, liquidity providers and the account bank in the case of their default, insolvency, and other specified events, where applicable.</p>	<p><u>Verified?</u></p> <p>YES</p>
	<p><u>PCS Comments</u></p> <p>See Prospectus, <i>TRANSACTION OVERVIEW – TRIGGERS TABLES</i>.</p> <p>Rating Triggers Table</p> <p>Interest Rate Swap Provider, Account Bank and GIC Provider, Collateral Account Bank</p> <p>See Prospectus, <i>CREDIT STRUCTURE</i>.</p> <p>11. Interest Rate Risk for the Notes</p> <p>Interest Rate Swap Transaction</p> <p>In the event that the Interest Rate Swap Transaction is terminated prior to the service of a Note Acceleration Notice or the date on which the aggregate Principal Amount Outstanding of such Notes is reduced to zero, the Issuer shall enter into a replacement fixed interest rate swap subject to Security Trustee consent in accordance with the provisions set out in the Deed of Charge and outlined below.</p> <p>See Prospectus, <i>RISK FACTORS</i>.</p> <p>5. COUNTERPARTY RISKS</p> <p>Insolvency of the Interest Rate Swap Provider</p> <p>See Prospectus, <i>TRANSACTION OVERVIEW – CREDIT STRUCTURE AND CASHFLOW</i>.</p> <p>Cash Management:</p> <p>Pursuant to the Cash Management Agreement, the Cash Manager will agree to provide certain cash management and other services to the Issuer. The Cash Manager's principal function will be effecting payments to and from the GIC Account, any Collateral Account or the Transaction Account (as the case may be). In addition, the Cash Manager will:</p> <p>(q) in the event of the termination of the Interest Rate Swap Transaction on or prior to the date when the Notes have been repaid in full, the Cash Manager shall use reasonable endeavours to purchase a replacement interest rate swap (taking into account any early termination payment received from or payable to the Interest Rate Swap Provider), on terms acceptable to the Issuer, and which are acceptable to the relevant Rating Agencies, with a swap provider, whom the Issuer shall have notified to the relevant Rating Agencies.</p> <p>See underlying transaction documents, Bank Account Agreement.</p> <p>9. TERMINATION</p> <p>See underlying transaction documents, Collateral Account Bank Agreement.</p> <p>9. TERMINATION</p>	

Article 21.8. The servicer shall have expertise in servicing exposures of a similar nature to those securitised and shall have well documented and adequate policies, procedures and risk management controls relating to the servicing of exposures.

53	<p>STS Criteria</p> <p>53. The servicer shall have expertise in servicing exposures of a similar nature to those securitised</p>	<p>Verified? YES</p>
<p>PCS Comments</p> <p>See Prospectus, <i>TRANSACTION PARTIES ON THE CLOSING DATE</i>.</p> <p>Servicer – Yorkshire Building Society</p> <p>See Prospectus, <i>YORKSHIRE BUILDING SOCIETY</i>.</p> <p>Introduction</p> <p>YBS has significantly more than five years of experience in the servicing of mortgage loans similar to those included in the Portfolio.</p> <p><i>The EBA Guidelines provide that an entity that has serviced similar assets for at least five years will be deemed to meet the expertise criterion.</i></p>		
54	<p>STS Criteria</p> <p>54. And shall have well documented and adequate policies, procedures and risk management controls relating to the servicing of exposures.</p>	<p>Verified? YES</p>
<p>PCS Comments</p> <p>See Prospectus, <i>YORKSHIRE BUILDING SOCIETY</i>.</p> <p>Introduction</p> <p>YBS is an entity which is subject to prudential, capital and liquidity regulation in the United Kingdom and it has regulatory authorisation and permissions which are relevant to the provision of servicing in relation to the loans comprising the Portfolio and other loans originated by Accord which are not sold to the Issuer.</p> <p><i>The EBA Guidelines specify that this criterion should be considered to have the requisite elements of the criterion if it is a prudentially regulated financial institution.</i></p>		

Article 21.9. The transaction documentation shall set out in clear and consistent terms definitions, remedies and actions relating to delinquency and default of debtors, debt restructuring, debt forgiveness, forbearance, payment holidays, losses, charge offs, recoveries and other asset performance remedies

55	<u>STS Criteria</u>	<u>Verified?</u> YES
	<p>55. The transaction documentation shall set out in clear and consistent terms, remedies and actions relating to delinquency and default of debtors, debt restructuring, debt forgiveness, forbearance, payment holidays, losses, charge offs, recoveries and other asset performance remedies.</p> <p><u>PCS Comments</u></p> <p>See Prospectus, <i>THE LOANS</i>.</p> <p>Characteristics of the Loans</p> <p>(4) Overpayments, Underpayments, Payment Deferrals, Restructurings and Credit Arrears Positions</p> <p>Arrears policy</p>	

Article 21.9. The transaction documentation shall clearly specify the priorities of payment, events which trigger changes in such priorities of payment as well as the obligation to report such events. Any change in the priorities of payments which will materially adversely affect the repayment of the securitisation position shall be reported to investors without undue delay.

56	<u>STS Criteria</u>	<u>Verified?</u> YES
	<p>56. The transaction documentation shall clearly specify the priorities of payment,</p> <p><u>PCS Comments</u></p> <p>See Prospectus, <i>TRANSACTION OVERVIEW – CREDIT STRUCTURE AND CASHFLOW</i>.</p> <p>Summary of Priority of Payments:</p> <p>Pre-Acceleration Revenue Priority of Payments:</p> <p>Pre-Acceleration Principal Priority of Payments:</p> <p>Post-Acceleration Priority of Payments:</p> <p>See Prospectus, <i>CASHFLOWS</i>.</p> <p>Application of Available Revenue Receipts Prior to the Service of a Note Acceleration Notice on the Issuer</p> <p>Application of Available Principal Receipts Prior to the Service of a Note Acceleration Notice on the Issuer</p> <p>Distribution of Available Principal Receipts and Available Revenue Receipts Following the Service of a Note Acceleration Notice on the Issuer</p> <p>See underlying transaction documents, Deed of Charge.</p> <p>7.2 Post-Acceleration Priority of Payments</p>	

	See underlying transaction documents, Cash Management Agreement. SCHEDULE 2 CASH MANAGEMENT AND MAINTENANCE OF LEDGERS	
57	STS Criteria 57. The transaction documentation shall clearly specify the events which trigger changes in such priorities of payment.	Verified? YES
	PCS Comments See Prospectus, <i>CASHFLOWS</i> section. Distribution of Available Principal Receipts and Available Revenue Receipts Following the Service of a Note Acceleration Notice on the Issuer See Prospectus, <i>TERMS AND CONDITIONS OF THE NOTES</i> . 10. EVENTS OF DEFAULT See Prospectus, <i>TRANSACTION OVERVIEW – TRIGGERS TABLES</i> . Non-Rating Triggers Table Further Sale Period Termination Event	
58	STS Criteria 58. The transaction documentation shall clearly specify the obligation to report such events.	Verified? YES
	PCS Comments See Prospectus, <i>CASHFLOWS</i> . Disclosure of Modifications to the Priority of Payments Any events which trigger changes in any Priority of Payments and any change in any Priority of Payments which will materially adversely affect the repayment of the Notes shall be disclosed without undue delay to the extent required under Article 21(9) of the UK Securitisation Regulation.	
59	STS Criteria 59. Any change in the priorities of payments which will materially adversely affect the repayment of the securitisation position shall be reported to investors without undue delay.	Verified? YES
	PCS Comments See Prospectus, <i>CASHFLOWS</i> . Disclosure of Modifications to the Priority of Payments	

Any events which trigger changes in any Priority of Payments and any change in any Priority of Payments which will materially adversely affect the repayment of the Notes shall be disclosed without undue delay to the extent required under Article 21(9) of the Securitisation Regulation.

Article 21.10. The transaction documentation shall include clear provisions that facilitate the timely resolution of conflicts between different classes of investors, voting rights shall be clearly defined and allocated to bondholders and the responsibilities of the trustee and other entities with fiduciary duties to investors shall be clearly identified.

60	<p><u>STS Criteria</u></p> <p>60. The transaction documentation shall include clear provisions that facilitate the timely resolution of conflicts between different classes of investors, voting rights shall be clearly defined and allocated to bondholders</p>	<p><u>Verified?</u></p> <p>YES</p>
	<p><u>PCS Comments</u></p> <p>See Prospectus, <i>RIGHTS OF NOTEHOLDERS AND RELATIONSHIP WITH OTHER SECURED CREDITORS</i>.</p> <p>Noteholders Meeting Provisions:</p> <p>Notice period</p> <p>Quorum</p> <p>Required majority</p> <p>Time and place</p> <p>See also Prospectus, <i>TERMS AND CONDITIONS OF THE NOTES</i>.</p> <p>12. MEETINGS OF NOTEHOLDERS, MODIFICATION, WAIVER AND SUBSTITUTION</p> <p>See Transaction documents: Trust Deed, <i>CONVENING OF MEETINGS, QUORUM AND ADJOURNED MEETINGS</i>.</p> <p><i>Although the wording of the Regulation as to what constitutes the “facilitation of timely resolution of conflicts” is very vague, the EBA Guidelines have helpfully set out the five minimum requirements that the documents should contain to meet this criterion. (a) the method for calling meetings: Prospectus, RIGHTS OF NOTEHOLDERS AND RELATIONSHIP WITH OTHER SECURED CREDITORS, Noteholders Meeting Provisions; (b) the maximum timeframe for setting up a meeting: Prospectus, RIGHTS OF NOTEHOLDERS AND RELATIONSHIP WITH OTHER SECURED CREDITORS, Noteholders Meeting Provisions; (c) the required quorum: Prospectus, RIGHTS OF NOTEHOLDERS AND RELATIONSHIP WITH OTHER SECURED CREDITORS, Noteholders Meeting Provisions; (d) the minimum threshold of votes to validate such a decision, with clear differentiation between the minimum thresholds for each type of decision: Prospectus, RIGHTS OF NOTEHOLDERS AND RELATIONSHIP WITH OTHER SECURED CREDITORS, Noteholders Meeting Provisions; (e) where applicable, a location for the meetings which should be in the UK: Prospectus, RIGHTS OF NOTEHOLDERS AND RELATIONSHIP WITH OTHER SECURED CREDITORS, Noteholders Meeting Provisions:</i></p>	

Article 21.10. The transaction documentation shall include clear provisions that facilitate the timely resolution of conflicts between different classes of investors, voting rights shall be clearly defined and allocated to bondholders and the responsibilities of the trustee and other entities with fiduciary duties to investors shall be clearly identified.

61	<p><u>STS Criteria</u> 61. and the responsibilities of the trustee and other entities with fiduciary duties to investors shall be clearly identified.</p>	<p><u>Verified?</u> YES</p>
	<p><u>PCS Comments</u> See Prospectus, <i>SUMMARY OF THE KEY TRANSACTION DOCUMENTS</i>. Deed of Charge, Trust Deed See underlying transaction documents: Trust Deed and Deed of Charge.</p>	

Article 22.1. The originator and the sponsor shall make available data on static and dynamic historical default and loss performance, such as delinquency and default data, for substantially similar exposures to those being securitised, and the sources of those data and the basis for claiming similarity, to potential investors before pricing. Those data shall cover a period no shorter than five years.

62	STS Criteria 62. The originator and the sponsor shall make available data on static and dynamic historical default and loss performance, such as delinquency and default data, for substantially similar exposures to those being securitised,	Verified? YES
	PCS Comments See Prospectus, <i>STATIC POOL INFORMATION</i> . STATIC POOL INFORMATION The tables in the following pages set out, to the extent material, static pool information with respect to all mortgage loans originated by the Seller. The tables show the distribution of loans designated as prime by the Seller by delinquency category as at each year end. The information in the following tables has been sourced and extracted from the systems of the Seller/Servicer. The loans which are included in the tables below are originated under and serviced in accordance with substantially the same policies and procedures as the Loans in the Portfolio. In the following tables, delinquency category corresponds to the number of monthly contractual repayment amounts in arrears. Delinquency rates represent the closing balances of loans in a particular category as a percentage of aggregate closing balances. The information in the above tables has been sourced from the systems of the Seller/Servicer. Further to the above investors can access static data and dynamic data on the historical prepayment, arrears, default and loss performance for a period of at least five years on the Reporting Websites.	
63	STS Criteria 63. and the sources of those data and the basis for claiming similarity, to potential investors before pricing.	Verified? YES
	PCS Comments See point 64 above.	
64	STS Criteria 64. Those data shall cover a period no shorter than five years.	Verified? YES
	PCS Comments See point 64 above.	

Article 22.2. A sample of the underlying exposures shall be subject to external verification prior to issuance of the securities resulting from the securitisation by an appropriate and independent party, including verification that the data disclosed in respect of the underlying exposures is accurate.

65	<p><u>STS Criteria</u> 65. A sample of the underlying exposures shall be subject to external verification prior to issuance of the securities resulting from the securitisation by an appropriate and independent party,</p>	<p><u>Verified?</u> YES</p>
	<p><u>PCS Comments</u> See Prospectus, <i>REGULATORY REQUIREMENTS</i>. Verification of data The Seller has caused a sample of the Loans (including the data disclosed in respect of those Loans) to be externally verified by one or more appropriate and independent third parties. Such Loans have been subject to an agreed upon procedures review of a representative sample of Loans selected from the Cut-Off Date Portfolio as at the Cut-Off Date (as well as an agreed upon procedures review, among other things, of the conformity with the Loan Warranties (where applicable)) conducted by a third party and completed on or about 12 September 2022 (the AUP Report). An appropriate and independent third party has verified that the tables disclosed under the section "Characteristics of the Cut-Off Date Portfolio" of this Prospectus in respect of the underlying exposures are calculated accurately. The AUP Report was filed with the SEC on 13 September 2022 and is publicly available. The Seller has reviewed such reports and is of the opinion that there were no significant adverse findings in such reports. The third parties undertaking such reviews only have obligations to the parties to the engagement letters governing the performance of the agreed upon procedures subject to the limitations and exclusions contained therein. <i>PCS has reviewed the report on "agreed upon procedures" (AUP) commonly known as a "pool audit". PCS can confirm that this was done by an independent third party.</i></p>	
66	<p><u>STS Criteria</u> 66. Including verification that the data disclosed in respect of the underlying exposures is accurate.</p>	<p><u>Verified?</u> YES</p>
	<p><u>PCS Comments</u> <i>See comment 65 above.</i></p>	

Article 22.3. The originator or the sponsor shall, before the pricing of the securitisation, make available to potential investors a liability cash flow model which precisely represents the contractual relationship between the underlying exposures and the payments flowing between the originator, sponsor, investors, other third parties and the SSPE, and shall, after pricing, make that model available to investors on an ongoing basis and to potential investors upon request.

67	<u>STS Criteria</u>	<u>Verified?</u> YES
	67. The originator or the sponsor shall, before the pricing of the securitisation, make available to potential investors a liability cash flow model which precisely represents the contractual relationship between the underlying exposures and the payments flowing between the originator, sponsor, investors, other third parties and the SSPE.	
	<u>PCS Comments</u>	
	See Prospectus, <i>RIGHTS OF NOTEHOLDERS AND RELATIONSHIP WITH OTHER SECURED CREDITORS</i> .	
	Provision of Information to the Noteholders:	
	YBS shall make available or procure on demand, from the Closing Date until the date the last Note is redeemed in full, a liability cash flow model (the Cash Flow Model) to investors, either directly or indirectly through one or more entities which provide such Cash Flow Models, which precisely represents the contractual relationship between the Loans and the payments flowing between the Seller, investors in the Notes, other third parties and the Issuer. The Cash Flow Model shall be made available (i) prior to pricing of the Notes to potential investors, and (ii) on an on-going basis and to investors in the Notes and to potential investors in the Notes upon request.	
	See Prospectus, <i>SUMMARY OF THE KEY TRANSACTION DOCUMENTS</i> .	
	Cash Management Agreement	
	Investor Reports and Information	
	Reporting under the UK Securitisation Regulation and the EU Securitisation Regulation	
	Cash flow model	
	YBS will procure that the Cash Manager will make available to the holders of the Notes a cash flow model, either directly or indirectly through one or more entities which provide such cash flow models to investors generally. YBS shall procure that such cash flow model precisely represents the contractual relationship between the Loans and the payments flowing between the Seller, investors in the Notes, other third parties and the Issuer. The Cash Flow Model shall be made available (via the website of EuroABS (https://www.euroabs.com/IH.aspx?s=94)) (i) prior to pricing of the Notes to potential investors and (ii) on an ongoing basis to investors in the Notes and potential investors on request.	
68	<u>STS Criteria</u>	<u>Verified?</u> YES
	68. And shall, after pricing, make that model available to investors on an ongoing basis and to potential investors upon request.	
	<u>PCS Comments</u>	
	See comment 67 above.	

Article 22.4. In case of a securitisation where the underlying exposures are residential loans or car loans or leases, the originator and sponsor shall publish the available information related to the environmental performance of the assets financed by such residential loans or car loans or leases, as part of the information disclosed pursuant to point (a) of the first subparagraph of Article 7(1).

69	STS Criteria	Verified? YES
	<p>69. In case of a securitisation where the underlying exposures are residential loans or car loans or leases, the originator and sponsor shall publish the available information related to the environmental performance of the assets financed by such residential loans or car loans or leases, as part of the information disclosed pursuant to point (a) of the first subparagraph of Article 7(1).</p> <p>PCS Comments</p> <p>See Prospectus, <i>CHARACTERISTICS OF THE CUT-OFF DATE PORTFOLIO</i>.</p> <p>Environmental Performance</p> <p>As at the Cut-Off Date, the administrative records of the Seller do not contain any information related to the environmental performance of the property securing the Loans.</p> <p><i>This environmental impact criterion only applies to mortgages and car loan securitisations. The EBA Guidelines though make it clear that an originator is only required to disclose information that is in its possession and captured in its internal data base or IT systems. PCS notes the statement made in the prospectus by the originator that it does not possess such information in its internal data base or IT systems.</i></p>	

Article 22.5. The originator and the sponsor shall be responsible for compliance with Article 7 of this Regulation. The information required by point (a) of the first subparagraph of Article 7(1) shall be made available to potential investors before pricing upon request. The information required by points (b) to (d) of the first subparagraph of Article 7(1) shall be made available before pricing at least in draft or initial form.

70	STS Criteria	Verified? YES
	<p>70. The originator and the sponsor shall be responsible for compliance with Article 7 of this Regulation.</p> <p>PCS Comments</p> <p>See Prospectus, <i>REGULATORY REQUIREMENTS</i>.</p> <p>UK Securitisation Regulation</p> <p>For the purposes of Article 7(2) of the UK Securitisation Regulation, YBS has been designated as the entity responsible for compliance with the requirements of Article 7 of the UK Securitisation Regulation and will either fulfil such requirements itself or shall procure that such requirements are complied with on its behalf, provided that YBS will not be in breach of such undertaking if YBS fails to so comply due to events, actions or circumstances beyond YBS' control. YBS will be responsible for compliance with Article 7 of the UK Securitisation Regulation for the purposes of Article 22(5) of the UK Securitisation Regulation.</p>	

Article 22.5. The originator and the sponsor shall be responsible for compliance with Article 7 of this Regulation. The information required by point (a) of the first subparagraph of Article 7(1) shall be made available to potential investors before pricing upon request. The information required by points (b) to (d) of the first subparagraph of Article 7(1) shall be made available before pricing at least in draft or initial form.

71	STS Criteria	Verified? YES
	<p>71. The information required by point (a) the first subparagraph of Article 7(1) shall be made available to potential investors before pricing upon request.</p> <p>PCS Comments</p> <p>See Prospectus, <i>GENERAL INFORMATION</i>.</p> <p>13. Information required to be made available prior to pricing to potential investors in the Notes pursuant to Article 7 of the UK Securitisation Regulation and Article 7 of the EU Securitisation Regulation (as if it were applicable to YBS and solely as it applies on the Closing Date) was made available by means of the Reporting Websites. YBS has procured that on or about the date of this Prospectus a UK STS Notification shall be submitted to the FCA, in accordance with Article 27 of the UK Securitisation Regulation, confirming that the UK STS Requirements have been satisfied with respect to the Notes. It is expected that the UK STS Notification will be available on the website of the FCA (https://data.fca.org.uk/#/sts/stssecuritisations). For the avoidance of doubt, this website and the contents thereof do not form part of this Prospectus. A draft version of the UK STS Notification was made available prior to pricing to potential investors in the Notes by way of the Reporting Websites.</p> <p>See Prospectus, <i>RIGHTS OF NOTEHOLDERS AND RELATIONSHIP WITH OTHER SECURED CREDITORS</i>.</p> <p>Provision of Information to the Noteholders:</p> <p>Each Quarterly Report and Loan Level Information will be published:</p> <p>(a) in accordance with Article 10 of the UK Securitisation Regulation, by means of a securitisation repository at https://editor.eurodw.co.uk; or</p> <p>(b) in accordance with the EU Securitisation Regulation (solely as it applies on the Closing Date) at https://editor.eurodw.eu,</p> <p>each being a website which conforms to the requirements set out in Article 7(2) of the UK Securitisation Regulation and Article 7(2) of the EU Securitisation Regulation (as if it were applicable to YBS and as in force on the Closing Date) respectively, or any other website which may be notified by the Issuer from time to time provided that such replacement or additional website conforms to the requirements set out in Article 7(2) of the UK Securitisation Regulation and Article 7(2) of the EU Securitisation Regulation (as if it were applicable to YBS and as in force on the Closing Date) respectively (such websites being, together, the Reporting Websites), and the Cash Flow Model will be published by means of the website of EuroABS (https://www.euroabs.com/IH.aspx?s=94). None of the reports or the websites or the contents thereof form part of this Prospectus.</p> <p>Information required to be made available prior to pricing to potential investors in the Notes pursuant to Article 7 of the UK Securitisation Regulation and Article 7 of the EU Securitisation Regulation (as if it were applicable to YBS and as in force on the Closing Date) was made available by means of the Reporting Websites.</p>	

72	<p>STS Criteria</p> <p>72. The information required by points (b) to (d) of the first subparagraph of Article 7(1) shall be made available before pricing at least in draft or initial form.</p>	<p>Verified?</p> <p>YES</p>
<p>PCS Comments</p> <p>See Prospectus, <i>GENERAL INFORMATION</i>.</p> <p>13. Information required to be made available prior to pricing to potential investors in the Notes pursuant to Article 7 of the UK Securitisation Regulation and Article 7 of the EU Securitisation Regulation (as if it were applicable to YBS and solely as it applies on the Closing Date) was made available by means of the Reporting Websites. YBS has procured that on or about the date of this Prospectus a UK STS Notification shall be submitted to the FCA, in accordance with Article 27 of the UK Securitisation Regulation, confirming that the UK STS Requirements have been satisfied with respect to the Notes. It is expected that the UK STS Notification will be available on the website of the FCA (https://data.fca.org.uk/#/sts/stssecuritisations). For the avoidance of doubt, this website and the contents thereof do not form part of this Prospectus. A draft version of the UK STS Notification was made available prior to pricing to potential investors in the Notes by way of the Reporting Websites.</p> <p>See Prospectus, <i>REGULATORY REQUIREMENTS</i>.</p> <p>UK Securitisation Regulation</p> <p>For the purposes of Article 7(2) of the UK Securitisation Regulation, YBS has been designated as the entity responsible for compliance with the requirements of Article 7 of the UK Securitisation Regulation and will either fulfil such requirements itself or shall procure that such requirements are complied with on its behalf, provided that YBS will not be in breach of such undertaking if YBS fails to so comply due to events, actions or circumstances beyond YBS' control. YBS will be responsible for compliance with Article 7 of the UK Securitisation Regulation for the purposes of Article 22(5) of the UK Securitisation Regulation.</p> <p>The relevant regulatory and implementing technical standards, including the standardised templates which set out the form in which the relevant reporting entity is required to comply with certain of the periodic reporting requirements have been adopted by the FCA (the UK Disclosure Templates). The Issuer will comply with the transparency and reporting requirements under the UK Securitisation Regulation and will make use of such UK Disclosure Templates (as amended, varied or supplemented from time to time after the Closing Date). The information required to be made available for the purposes of Article 7(2) of the UK Securitisation Regulation will be published or made otherwise available by YBS by means of the Reporting Websites.</p> <p>See Prospectus, <i>TRANSACTION OVERVIEW – RIGHTS OF NOTEHOLDERS AND RELATIONSHIP WITH OTHER SECURED CREDITORS</i>.</p> <p>Provision of Information to the Noteholders:</p> <p>Information required to be made available prior to pricing to potential investors in the Notes pursuant to Article 7 of the UK Securitisation Regulation and Article 7 of the EU Securitisation Regulation (as if it were applicable to YBS and as in force on the Closing Date) was made available by means of the Reporting Websites.</p>		

Article 22.5. The final documentation shall be made available to investors at the latest 15 days after closing of the transaction.

73	STS Criteria	Verified? YES
	<p>73. The final documentation shall be made available to investors at the latest 15 days after closing of the transaction.</p> <p>PCS Comments</p> <p>See Prospectus, <i>GENERAL INFORMATION</i>.</p> <p>11. YBS will procure that the Cash Manager will:</p> <p>(iv) within 15 days of the issuance of the Notes, make available via the Reporting Websites, copies of the Transaction Documents, the UK STS Notification and this Prospectus.</p> <p>See Prospectus, <i>SUMMARY OF THE KEY TRANSACTION DOCUMENTS</i>.</p> <p>Cash Management Agreement</p> <p>Investor Reports and Information</p> <p>Reporting under the UK Securitisation Regulation and the EU Securitisation Regulation</p> <p>YBS will procure that the Cash Manager will:</p> <p>(d) within 15 days of the issuance of the Notes, make available via the Reporting Websites, copies of the Transaction Documents, the UK STS Notification and this Prospectus.</p> <p><i>This criterion speaks to document disclosure within 15 days of closing and therefore is a future event criterion. In other words, it cannot be either met or failed at the outset of the transaction. But if it is not met within the specified 15-day period, then the Originator will need to inform the FCA and the STS status of the securitisation will be lost.</i></p> <p><i>Therefore, as a technical matter, this criterion is not applicable at the closing of a transaction. However, PCS will nevertheless look to see if there is a covenant on the part of the originator to comply in the future with this requirement whilst noting at the same time that the absence of any such covenant – although possibly unsettling for some investors – would not invalidate the STS status of the transaction at closing.</i></p>	

Article 7.1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authority referred to in Article 29 and, upon request, to potential investors:

(a) information on the underlying exposures on a quarterly basis, or, in the case of ABCP, information on the underlying receivables or credit claims on a monthly basis;

74 **STS Criteria**

74. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authority referred to in Article 29 and, upon request, to potential investors:

(a) information on the underlying exposures on a quarterly basis,

Verified?
YES

PCS Comments

See Prospectus, *RIGHTS OF NOTEHOLDERS AND RELATIONSHIP WITH OTHER SECURED CREDITORS*

Provision of Information to the Noteholders:

For so long as the Notes remain outstanding, the Cash Manager on behalf of the Issuer will publish (i) a quarterly investor report in respect of the relevant Collection Period, as required by and in accordance with Article 7(1)(e) of the UK Securitisation Regulation and Article 7(1)(e) of the EU Securitisation Regulation (as if it were applicable to YBS and as in force on the Closing Date) (each a Quarterly Report) and (ii) on a quarterly basis certain loan-by-loan information in relation to the Portfolio in respect of the relevant Collection Period as required by and in accordance with Article 7(1)(a) of the UK Securitisation Regulation and Article 7(1)(a) of the EU Securitisation Regulation (as if it were applicable to YBS and as in force on the Closing Date) (the Loan Level Information) in each case, simultaneously each quarter (to the extent required under Article 7(1) of the UK Securitisation Regulation and Article 7(1) of the EU Securitisation Regulation (as if it were applicable to YBS and as in force on the Closing Date)) and no later than one month after the relevant Interest Payment Date.

The Cash Manager will make such information available to the holders of any of the Notes, relevant competent authorities and to potential investors in the Notes.

See Prospectus, *SUMMARY OF THE KEY TRANSACTION DOCUMENTS*.

Cash Management Agreement

Investor Reports and Information

Reporting under the UK Securitisation Regulation and the EU Securitisation Regulation

YBS will procure that the Cash Manager will:

(b) publish on a quarterly basis certain loan-by-loan information in relation to the Portfolio in respect of the relevant Collection Period as required by and in accordance with Article 7(1)(a) of the UK Securitisation Regulation and Article 7(1)(a) of the EU Securitisation Regulation (as if it were applicable to YBS and as in force on the Closing Date);

See Prospectus, *GENERAL INFORMATION*.

11. YBS will procure that the Cash Manager will:

(ii) publish on a quarterly basis certain loan-by-loan information in relation to the Portfolio in respect of the relevant Collection Period as required by and in accordance with Article 7(1)(a) of the UK Securitisation Regulation and Article 7(1)(a) of the EU Securitisation Regulation (as if it were applicable to YBS and as in force on the Closing Date);

All the criteria from 73 onwards are future event criteria, as to which we refer you to PCS' comment under Criterion 73 above.

Article 7.1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authority referred to in Article 29 and, upon request, to potential investors:

- (b) all underlying documentation that is essential for the understanding of the transaction, including but not limited to, where applicable, the following documents:
 - (i) the final offering document or the prospectus together with the closing transaction documents, excluding legal opinions;
 - (ii) for traditional securitisation the asset sale agreement, assignment, novation or transfer agreement and any relevant declaration of trust;
 - (iii) the derivatives and guarantees agreements as well as any relevant documents on collateralisation arrangements where the exposures being securitised remain exposures of the originator;
 - (iv) the servicing, back-up servicing, administration and cash management agreements;
 - (v) the trust deed, security deed, agency agreement, account bank agreement, guaranteed investment contract, incorporated terms or master trust framework or master definitions agreement or such legal documentation with equivalent legal value;
 - (vi) any relevant inter-creditor agreements, derivatives documentation, subordinated loan agreements, start-up loan agreements and liquidity facility agreements;

75 **STS Criteria**

75. (b) all underlying documentation that is essential for the understanding of the transaction, including but not limited to, where applicable, the following documents:
- (i) the final offering document or the prospectus together with the closing transaction documents, excluding legal opinions
 - (ii) for traditional securitisation the asset sale agreement, assignment, novation or transfer agreement and any relevant declaration of trust;
 - (iii) the derivatives and guarantees agreements as well as any relevant documents on collateralisation arrangements where the exposures being securitised remain exposures of the originator;
 - (iv) the servicing, back-up servicing, administration and cash management agreements;
 - (v) the trust deed, security deed, agency agreement, account bank agreement, guaranteed investment contract, incorporated terms or master trust framework or master definitions agreement or such legal documentation with equivalent legal value;
 - (vi) any relevant inter-creditor agreements, derivatives documentation, subordinated loan agreements, start-up loan agreements and liquidity facility agreements;

Verified?
YES

PCS Comments

See Prospectus, *GENERAL INFORMATION*.

11. YBS will procure that the Cash Manager will:

- (iv) within 15 days of the issuance of the Notes, make available via the Reporting Websites, copies of the Transaction Documents, the UK STS Notification and this Prospectus.

The Cash Manager will make the information referred to in this section available to the holders of any of the Notes, relevant competent authorities and to potential investors in the Notes.

See Prospectus, *SUMMARY OF THE KEY TRANSACTION DOCUMENTS*.

Transaction Documents means the Servicing Agreement, the Agency Agreement, the Bank Account Agreement, the Collateral Account Bank Agreement, the Guaranteed Investment Contract, the Cash Management Agreement, the Corporate Services Agreement, the Deed of Charge (and any documents entered into pursuant to the Deed of Charge), the Interest Rate

Swap Agreement, the Issuer Power of Attorney, the Master Definitions and Construction Schedule, the Mortgage Sale Agreement, each Scottish Declaration of Trust, the Seller Power of Attorney, the Trust Deed and such other related documents which are referred to in the terms of the above documents or which relate to the issue of the Notes.

Cash Management Agreement

Investor Reports and Information

Reporting under the UK Securitisation Regulation and the EU Securitisation Regulation

YBS will procure that the Cash Manager will:

(d) within 15 days of the issuance of the Notes, make available via the Reporting Websites, copies of the Transaction Documents, the UK STS Notification and this Prospectus.

All the criteria from 73 onwards are future event criteria, as to which we refer you to PCS' comment under point 73 above.

Article 7.1. That underlying documentation shall include a detailed description of the priority of payments of the securitisation;

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STS Criteria

76. That underlying documentation shall include a detailed description of the priority of payments of the securitisation;

Verified?

YES

PCS Comments

See Prospectus, *CASHFLOWS*.

See underlying transaction documents: Cash Management Agreement, Deed of Charge.

Article 7.1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors:

(c) where section 85 of the 2000 Act (prohibition of dealing etc in transferable securities without approved prospectus) and rules made by the FCA for the purposes of Part 6 of the 2000 Act (official listing)¹ do not require a prospectus to be drawn up, a transaction summary or overview of the main features of the securitisation, including, where applicable:

- (i) details regarding the structure of the deal, including the structure diagrams containing an overview of the transaction, the cash flows and the ownership structure;
- (ii) details regarding the exposure characteristics, cash flows, loss waterfall, credit enhancement and liquidity support features;
- (iii) details regarding the voting rights of the holders of a securitisation position and their relationship to other secured creditors;
- (iv) a list of all triggers and events referred to in the documents provided in accordance with point (b) that could have a material impact on the performance of the securitisation position;

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STS Criteria

77. (c) section 85 of the 2000 Act (prohibition of dealing etc in transferable securities without approved prospectus) and rules made by the FCA for the purposes of Part 6 of the 2000 Act (official listing) do not require a prospectus to be drawn up, a transaction summary or overview of the main features of the securitisation, including, where applicable:

- (i) details regarding the structure of the deal, including the structure diagrams containing an overview of the transaction, the cash flows and the ownership structure;
- (ii) details regarding the exposure characteristics, cash flows, loss waterfall, credit enhancement and liquidity support features;
- (iii) details regarding the voting rights of the holders of a securitisation position and their relationship to other secured creditors;
- (iv) a list of all triggers and events referred to in the documents provided in accordance with point (b) that could have a material impact on the performance of the securitisation position;

Verified?
YES

PCS Comments

See Prospectus.

Listing

This Prospectus comprises of a prospectus for the purposes of Regulation (EU) 2017/1129 (the EU Prospectus Regulation).

For UK Securitisation Regulation purposes, the Prospectus serves as a transaction summary. The Prospectus contains the required information under Article 7.1.

¹ These are “prospectus rules”; see section 73A of the Financial Services and Markets Act 2000 (Part 6 Rules), inserted by S.I. 2005/381

Article 7.1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors:

(d) in the case of STS securitisations, the STS notification referred to in Article 27;

78 STS Criteria	<u>Verified?</u> YES
<p>78. (d) in the case of STS securitisations, the STS notification referred to in Article 27;</p> <p>PCS Comments</p> <p>See Prospectus, <i>SUMMARY OF THE KEY TRANSACTION DOCUMENTS</i>.</p> <p>Cash Management Agreement</p> <p>Investor Reports and Information</p> <p>Reporting under the UK Securitisation Regulation and the EU Securitisation Regulation</p> <p>YBS will procure that the Cash Manager will:</p> <p>(d) within 15 days of the issuance of the Notes, make available via the Reporting Websites, copies of the Transaction Documents, the UK STS Notification and this Prospectus.</p> <p>Such reports and information shall be published by means of the Reporting Websites.</p> <p>The Cash Manager will make the information referred to in this section available to the holders of any of the Notes, relevant competent authorities and to potential investors in the Notes.</p> <p>See Prospectus, <i>GENERAL INFORMATION</i>.</p> <p>11. YBS will procure that the Cash Manager will:</p> <p>(iv) within 15 days of the issuance of the Notes, make available via the Reporting Websites, copies of the Transaction Documents, the UK STS Notification and this Prospectus.</p> <p>13. Information required to be made available prior to pricing to potential investors in the Notes pursuant to Article 7 of the UK Securitisation Regulation and Article 7 of the EU Securitisation Regulation (as if it were applicable to YBS and solely as it applies on the Closing Date) was made available by means of the Reporting Websites. YBS has procured that on or about the date of this Prospectus a UK STS Notification shall be submitted to the FCA, in accordance with Article 27 of the UK Securitisation Regulation, confirming that the UK STS Requirements have been satisfied with respect to the Notes. It is expected that the UK STS Notification will be available on the website of the FCA (https://data.fca.org.uk/#/sts/stssecuritisations). For the avoidance of doubt, this website and the contents thereof do not form part of this Prospectus. A draft version of the UK STS Notification was made available prior to pricing to potential investors in the Notes by way of the Reporting Websites.</p> <p>See Prospectus.</p> <p>UK Simple, Transparent and Standardised Securitisation</p> <p>The UK STS Notification, once notified to the FCA, will be available for download on the FCA STS Register website at https://data.fca.org.uk/#/sts/stssecuritisations (or its successor website) (the FCA STS Register website).</p> <p>See Prospectus, <i>RISK FACTORS</i>.</p> <p>Simple, Transparent and Standardised Securitisations and UK STS Designation</p>	

It is intended that a UK STS Notification will be submitted to the FCA by YBS, as originator. The UK STS Notification, once notified to the FCA, will be available for download on the FCA STS Register website.

See Prospectus, *REGULATORY REQUIREMENTS*.

UK Securitisation Regulation

YBS has procured that on or about the date of this Prospectus a UK STS Notification shall be submitted to the FCA, in accordance with Article 27 of the UK Securitisation Regulation, confirming that the UK STS Requirements have been satisfied with respect to the Notes. It is expected that the UK STS Notification will be available on the website of the FCA (<https://data.fca.org.uk/#/sts/stssecuritisations>). For the avoidance of doubt, this website and the contents thereof do not form part of this Prospectus. A draft version of the UK STS Notification was made available prior to pricing to potential investors in the Notes by way of the Reporting Websites.

Article 7.1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors:

(e) quarterly investor reports, or, in the case of ABCP, monthly investor reports, containing the following:

- (i) all materially relevant data on the credit quality and performance of underlying exposures;
- (ii) information on events which trigger changes in the priority of payments or the replacement of any counterparties, and, in the case of a securitisation which is not an ABCP transaction, data on the cash flows generated by the underlying exposures and by the liabilities of the securitisation;
- (iii) information about the risk retained, including information on which of the modalities provided for in Article 6(3) has been applied, in accordance with Article 6.

79 **STS Criteria**

79. (e) quarterly investor reports, or, in the case of ABCP, monthly investor reports, containing the following:

- (i) all materially relevant data on the credit quality and performance of underlying exposures;
- (ii) information on events which trigger changes in the priority of payments or the replacement of any counterparties,
- (ii)...and, in the case of a securitisation which is not an ABCP transaction, data on the cash flows generated by the underlying exposures and by the liabilities of the securitisation;
- (iii) information about the risk retained, including information on which of the modalities provided for in Article 6(3) has been applied, in accordance with Article 6.

Verified?
YES

PCS Comments

See Prospectus, *RIGHTS OF NOTEHOLDERS AND RELATIONSHIP WITH OTHER SECURED CREDITORS*.

Provision of Information to the Noteholders:

For so long as the Notes remain outstanding, the Cash Manager on behalf of the Issuer will publish (i) a quarterly investor report in respect of the relevant Collection Period, as required by and in accordance with Article 7(1)(e) of the UK Securitisation Regulation and Article 7(1)(e) of the EU Securitisation Regulation (as if it were applicable to YBS and as in force on the Closing Date) (each a Quarterly Report) and (ii) on a quarterly basis certain loan-by-loan information in relation to the Portfolio in respect of the relevant Collection Period as required by and in accordance with Article 7(1)(a) of the UK Securitisation Regulation and Article 7(1)(a) of the EU Securitisation Regulation (as if it were applicable to YBS and as in force on the

Closing Date) (the Loan Level Information) in each case, simultaneously each quarter (to the extent required under Article 7(1) of the UK Securitisation Regulation and Article 7(1) of the EU Securitisation Regulation (as if it were applicable to YBS and as in force on the Closing Date)) and no later than one month after the relevant Interest Payment Date.

The Cash Manager will make such information available to the holders of any of the Notes, relevant competent authorities and to potential investors in the Notes.

See Prospectus, *SUMMARY OF THE KEY TRANSACTION DOCUMENTS*.

Cash Management Agreement

Investor Reports and Information

Reporting under the UK Securitisation Regulation and the EU Securitisation Regulation

YBS will procure that the Cash Manager will:

(a) publish a quarterly investor report in respect of the relevant Collection Period, as required by and in accordance with Article 7(1)(e) of the UK Securitisation Regulation and Article 7(1)(e) of the EU Securitisation Regulation (as if it were applicable to YBS and as in force on the Closing Date);

See Prospectus, *SUBSCRIPTION AND SALE*.

Pursuant to the Subscription Agreement, YBS has undertaken that it will, inter alia:

(a) Comply with the disclosure obligations under Article 7(1)(e)(iii) of the UK Securitisation Regulation and Article 7(1)(e)(iii) of the EU Securitisation Regulation (as if it were applicable to YBS and as in force on the Closing Date), subject always to any requirement of law, provided that YBS will not be in breach of such undertaking if YBS fails to so comply due to events, actions or circumstances beyond YBS' control;

See Prospectus, *GENERAL INFORMATION*.

11. YBS will procure that the Cash Manager will:

(i) publish a quarterly investor report in respect of the relevant Collection Period, as required by and in accordance with Article 7(1)(e) of the UK Securitisation Regulation and Article 7(1)(e) of the EU Securitisation Regulation (as if it were applicable to YBS and as in force on the Closing Date);

Certain criteria from 73 onwards are future event criteria, as to which we refer you to PCS' comment under Criterion 73 above.

Article 7.1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors:

(f) any inside information relating to the securitisation that the originator, sponsor or SSPE is obliged to make public in accordance with Article 17 of Regulation (EU) No 596/2014 of the European Parliament and of the Council on insider dealing and market manipulation;

80	<p><u>STS Criteria</u></p> <p>80. (f) any inside information relating to the securitisation that the originator, sponsor or SSPE is obliged to make public in accordance with Article 17 of Regulation (EU) No 596/2014 of the European Parliament and of the Council on insider dealing and market manipulation;</p>	<p><u>Verified?</u> YES</p>
	<p><u>PCS Comments</u></p> <p>See Prospectus, <i>SUMMARY OF THE KEY TRANSACTION DOCUMENTS</i>.</p> <p>Cash Management Agreement</p> <p>Investor Reports and Information</p> <p>Reporting under the UK Securitisation Regulation and the EU Securitisation Regulation</p> <p>YBS will procure that the Cash Manager will:</p> <p>(c) publish any information required to be reported pursuant to Article 7(1)(f) or 7(1)(g) (as applicable) of the UK Securitisation Regulation and Article 7(1)(f) or 7(1)(g) (as applicable) of the EU Securitisation Regulation (as if it were applicable to YBS and as in force on the Closing Date) without delay. For the avoidance of doubt, this website and the contents thereof do not form part of this Prospectus. Such information will also be made available, on request, to potential holders of the Notes; and</p> <p>See Prospectus, <i>GENERAL INFORMATION</i>.</p> <p>11. YBS will procure that the Cash Manager will:</p> <p>(iii) publish any information required to be reported pursuant to Article 7(1)(f) or 7(1)(g) (as applicable) of the UK Securitisation Regulation and Article 7(1)(f) or 7(1)(g) (as applicable) of the EU Securitisation Regulation (as if it were applicable to YBS and as in force on the Closing Date) without delay. Such information will also be made available, on request, to potential holders of the Notes;</p> <p><i>Certain criteria from 73 onwards are future event criteria, as to which we refer you to PCS' comment under Criterion 73 above.</i></p>	

Article 7.1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors:

(g) where point (f) does not apply, any significant event such as:

- (i) a material breach of the obligations laid down in the documents provided in accordance with point (b), including any remedy, waiver or consent subsequently provided in relation to such a breach;
- (ii) a change in the structural features that can materially impact the performance of the securitisation;
- (iii) a change in the risk characteristics of the securitisation or of the underlying exposures that can materially impact the performance of the securitisation;
- (iv) in the case of STS securitisations, where the securitisation ceases to meet the STS requirements or where competent authorities have taken remedial or administrative actions;
- (v) any material amendment to transaction documents.

81 **STS Criteria**

81. (g) where point (f) does not apply, any significant event such as:

- (i) a material breach of the obligations laid down in the documents provided in accordance with point (b), including any remedy, waiver or consent subsequently provided in relation to such a breach;
- (ii) a change in the structural features that can materially impact the performance of the securitisation
- (iii) a change in the risk characteristics of the securitisation or of the underlying exposures that can materially impact the performance of the securitisation;
- (iv) in the case of STS securitisations, where the securitisation ceases to meet the STS requirements or where the competent authority has taken remedial or administrative actions;
- (v) any material amendment to transaction documents.

Verified?
YES

PCS Comments

See comment 80 above.

Article 7.1. The information described in points (a) and (e) of the first subparagraph shall be made available simultaneously each quarter at the latest one month after the due date for the payment of interest [...ABCP provisions]

82 **STS Criteria**

82. The information described in points (a) and (e) of the first subparagraph shall be made available simultaneously each quarter at the latest one month after the due date for the payment of interest [...ABCP provisions]

Verified?
YES

PCS Comments

See Prospectus, *TRANSACTION OVERVIEW – RIGHTS OF NOTEHOLDERS AND RELATIONSHIP WITH OTHER SECURED CREDITORS*.

Provision of Information to the Noteholders:

For so long as the Notes remain outstanding, the Cash Manager on behalf of the Issuer will publish (i) a quarterly investor report in respect of the relevant Collection Period, as required by and in accordance with Article 7(1)(e) of the UK Securitisation Regulation and Article 7(1)(e) of the EU Securitisation Regulation (as if it were applicable to YBS and as in

force on the Closing Date) (each a Quarterly Report) and (ii) on a quarterly basis certain loan-by-loan information in relation to the Portfolio in respect of the relevant Collection Period as required by and in accordance with Article 7(1)(a) of the UK Securitisation Regulation and Article 7(1)(a) of the EU Securitisation Regulation (as if it were applicable to YBS and as in force on the Closing Date) (the Loan Level Information) in each case, simultaneously each quarter (to the extent required under Article 7(1) of the UK Securitisation Regulation and Article 7(1) of the EU Securitisation Regulation (as if it were applicable to YBS and as in force on the Closing Date)) and no later than one month after the relevant Interest Payment Date.

The Cash Manager will make such information available to the holders of any of the Notes, relevant competent authorities and to potential investors in the Notes.

See Prospectus, *GENERAL INFORMATION*.

11. YBS will procure that the Cash Manager will:

- (i) publish a quarterly investor report in respect of the relevant Collection Period, as required by and in accordance with Article 7(1)(e) of the UK Securitisation Regulation and Article 7(1)(e) of the EU Securitisation Regulation (as if it were applicable to YBS and as in force on the Closing Date);
- (ii) publish on a quarterly basis certain loan-by-loan information in relation to the Portfolio in respect of the relevant Collection Period as required by and in accordance with Article 7(1)(a) of the UK Securitisation Regulation and Article 7(1)(a) of the EU Securitisation Regulation (as if it were applicable to YBS and as in force on the Closing Date);

The Cash Manager will make the information referred to in this section available to the holders of any of the Notes, relevant competent authorities and to potential investors in the Notes. The information referred to in paragraphs (i) and (ii) above shall be made available simultaneously not later than one month after the relevant Interest Payment Date.

Certain criteria from 73 onwards are future event criteria, as to which we refer you to PCS' comment under Criterion 73 above.

Article 7.1. Without prejudice to Regulation (EU) No 596/2014, the information described in points (f) and (g) of the first subparagraph shall be made available without delay

When complying with this paragraph, the originator, sponsor and SSPE of a securitisation shall comply with national and United Kingdom law governing the protection of confidentiality of information and the processing of personal data in order to avoid potential breaches of such law as well as any confidentiality obligation relating to customer, original lender or debtor information, unless such confidential information is anonymised or aggregated.

In particular, with regard to the information referred to in point (b) the originator, sponsor and SSPE may provide a summary of the concerned documentation.

Competent authorities referred to in Article 29 shall be able to request the provision of such confidential information to them in order to fulfil their duties under this Regulation.

83

STS Criteria

83. Without prejudice to Regulation (EU) No 596/2014, the information described in points (f) and (g) of the first subparagraph shall be made available without delay

Verified?
YES

PCS Comments

See point 80 above.

Article 7.2. The originator, sponsor and SSPE of a securitisation shall designate amongst themselves one entity to fulfil the information requirements pursuant to points (a), (b), (d), (e), (f) and (g) of the first subparagraph of paragraph 1.

The entity designated in accordance with the first subparagraph shall make the information for a securitisation transaction available by means of a securitisation repository.

Or

The obligations referred to in the second and fourth subparagraphs shall not apply to securitisations where no prospectus has to be drawn up in compliance with Directive 2003/71/EC.

84 **STS Criteria**

84. The originator, sponsor and SSPE of a securitisation shall designate amongst themselves one entity to fulfil the information requirements pursuant to points (a), (b), (d), (e), (f) and (g) of the first subparagraph of paragraph 1.

The entity designated in accordance with the first subparagraph shall make the information for a securitisation transaction available by means of a securitisation repository.

Or

The obligations referred to in the second and fourth subparagraphs shall not apply to securitisations where no prospectus has to be drawn up in compliance with Directive 2003/71/EC.

Verified?
YES

PCS Comments

Prospectus, *TRANSACTION OVERVIEW – RIGHTS OF NOTEHOLDERS AND RELATIONSHIP WITH OTHER SECURED CREDITORS*.

Provision of Information to the Noteholders:

Each Quarterly Report and Loan Level Information will be published by means of a securitisation repository:

(a) in accordance with Article 10 of the UK Securitisation Regulation, by means of a securitisation repository at <https://editor.eurodw.co.uk>; or

(b) in accordance with the EU Securitisation Regulation (solely as it applies on the Closing Date) at <https://editor.eurodw.eu>,

each being a website which conforms to the requirements set out in Article 7(2) of the UK Securitisation Regulation and Article 7(2) of the EU Securitisation Regulation (as if it were applicable to YBS and as in force on the Closing Date) respectively, or any other website which may be notified by the Issuer from time to time provided that such replacement or additional website conforms to the requirements set out in Article 7(2) of the UK Securitisation Regulation and Article 7(2) of the EU Securitisation Regulation (as if it were applicable to YBS and as in force on the Closing Date) respectively (such websites being, together, the Reporting Websites), and the Cash Flow Model will be published by means of the website of EuroABS (<https://www.euroabs.com/IH.aspx?s=94>). None of the reports or the websites or the contents thereof form part of this Prospectus.

See Prospectus, *SUMMARY OF THE KEY TRANSACTION DOCUMENTS*.

Reporting under the UK Securitisation Regulation and the EU Securitisation Regulation

YBS will procure that the Cash Manager will:

(a) publish a quarterly investor report in respect of the relevant Collection Period, as required by and in accordance with Article 7(1)(e) of the UK Securitisation Regulation and Article 7(1)(e) of the EU Securitisation Regulation (as if it were applicable to YBS and as in force on the Closing Date);

(b) publish on a quarterly basis certain loan-by-loan information in relation to the Portfolio in respect of the relevant Collection Period as required by and in accordance with Article 7(1)(a) of the UK Securitisation Regulation and Article 7(1)(a) of the EU Securitisation Regulation (as if it were applicable to YBS and as in force on the Closing Date);

(c) publish any information required to be reported pursuant to Article 7(1)(f) or 7(1)(g) (as applicable) of the UK Securitisation Regulation and Article 7(1)(f) or 7(1)(g) (as applicable) of the EU Securitisation Regulation (as if it were applicable to YBS and as in force on the Closing Date) without delay. For the avoidance of doubt, this website and the contents thereof do not form part of this Prospectus. Such information will also be made available, on request, to potential holders of the Notes; and

(d) within 15 days of the issuance of the Notes, make available via the Reporting Websites, copies of the Transaction Documents, the UK STS Notification and this Prospectus.

Such reports and information shall be published by means of the Reporting Websites.

The Cash Manager will make the information referred to in this section available to the holders of any of the Notes, relevant competent authorities and to potential investors in the Notes.

See Prospectus, *REGULATORY REQUIREMENTS*.

UK Securitisation Regulation

The relevant regulatory and implementing technical standards, including the standardised templates which set out the form in which the relevant reporting entity is required to comply with certain of the periodic reporting requirements have been adopted by the FCA (the UK Disclosure Templates). The Issuer will comply with the transparency and reporting requirements under the UK Securitisation Regulation and will make use of such UK Disclosure Templates (as amended, varied or supplemented from time to time after the Closing Date). The information required to be made available for the purposes of Article 7(2) of the UK Securitisation Regulation will be published or made otherwise available by YBS by means of the Reporting Websites.

[...] 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, after the Closing Date, to the Investor Reports, Quarterly Reports and Cash Flow Model (a general description of which is set out in "Summary of the Key Transaction Documents – Cash Management Agreement"). Further information in respect of individual loan level data may be obtained on the following website: www.ybs.co.uk or by means of the Reporting Websites. None of the reports or the websites or the contents thereof form part of this Prospectus.

Certain criteria from 73 onwards are future event criteria, as to which we refer you to PCS' comment under Criterion 73 above.

85

STS Criteria

85. The entity responsible for reporting the information, and the securitisation repository where the information is made available shall be indicated in the documentation regarding the securitisation.

Verified?
YES

PCS Comments

See Prospectus, *REGULATORY REQUIREMENTS*.

UK Securitisation Regulation

For the purposes of Article 7(2) of the UK Securitisation Regulation, YBS has been designated as the entity responsible for compliance with the requirements of Article 7 of the UK Securitisation Regulation and will either fulfil such requirements itself or shall procure that such requirements are complied with on its behalf, provided that YBS will not be in breach of such undertaking if YBS fails to so comply due to events, actions or circumstances beyond YBS' control. YBS will be responsible for compliance with Article 7 of the UK Securitisation Regulation for the purposes of Article 22(5) of the UK Securitisation Regulation.

See also point 84 above.

Certain criteria from 73 onwards are future event criteria, as to which we refer you to PCS' comment under Criterion 73 above.