

**Provisional**  
**STS Term Verification Checklist**  
**HADRIAN FUNDING 2025-1 PLC**



PRIME COLLATERALISED SECURITIES (PCS) UK LIMITED

17<sup>th</sup> June 2025

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This is the Provisional STS Term Verification Checklist (UK Version) for STS Term Verifications.

This Provisional STS Term Verification Checklist must be read together with the PCS Procedures Manual. This document is based upon the draft materials received by PCS as at the date of this document. Any page references in this document are to the prospectus unless otherwise stated.

This Provisional STS Term Verification Checklist is not the final STS Term Verification and is based on the draft documents and information provided to PCS by or on behalf of the originator as of the date of this assessment.

PCS comments in this Provisional STS Term Verification Checklist are based on PCS' interpretation of the Securitisation (Smarter Regulatory Framework and Consequential Amendments) Instrument 2024, in particular (a) the text of the Securitisation sourcebook (SECN) as defined in that instrument, (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 STS Regulation EU 2017/2402 of the European Union as amended and incorporated into United Kingdom law by the Securitisation (Amendment ) (EU Exit) Regulations 2019 (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 United Kingdom's Financial Conduct Authority to the extent known to PCS.

It is anticipated at the date of this Provisional STS Term Verification Checklist a Final STS Term Verification Checklist for STS Term Verification will be made available at or around closing of the transaction. However, such Final STS Term Verification Checklist for STS Term Verifications will be based upon the final materials received by PCS and will only be made available on a fully ticked basis if no material adverse changes have been made to the transaction or the relevant material which, upon becoming known to PCS, would not adversely change our analysis. Therefore, no guarantees can be provided that such Final STS Term Verification Checklist for STS Term Verification will be made available on a fully ticked basis.

It is important that the reader of this checklist reviews and understands the disclaimer referred to on the following page. Note that all comments on the disclaimer relate to both Provisional STS Term Checklist for STS Term Verifications and the Final STS Term Checklist for ST S Term Verifications.

**17<sup>th</sup> June 2025**

## 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 parties verifying STS compliance pursuant respectively to article 28 of Regulation (EU) 2017/2402 (the “**STS Regulation**”) and article 25 of the Securitisation Regulation 2024.

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In the provision of any of its assessments, 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 of its assessments or checklists 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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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	17 June 2025
<b>The transaction to be verified (the "Transaction")</b>	<b>HADRIAN FUNDING 2025-1 PLC</b>
Issuer	HADRIAN FUNDING 2025-1 PLC
Originator	Newcastle Building Society
Lead Manager(s)	Santander Corporate & Investment Banking, BNP Paribas, BofA Securities, Citigroup Global Markets Limited
Transaction Legal Counsel	Clifford Chance
Rating Agencies	Fitch, Moody's
Stock Exchange	London Stock Exchange plc
Closing Date	[TBD]

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 in grey boxes. These are based on the Securitisation sourcebook (SECN) and the PRA Rulebook: Securitisation (and Miscellaneous Amendments) Instrument 2024.

Article	Summary of Article Contents	PCS Verified	
SECN 2.2.2R to 2.2.14R - Simplicity			
2.2.2R	<a href="#">True sale</a>	1	✓
2.2.2R	<a href="#">Severe clawback</a>	2	✓
2.2.5R	<a href="#">True sale with intermediate steps</a>	3	✓
2.2.6R	<a href="#">Assignment perfection</a>	4	✓
2.2.7R	<a href="#">Encumbrances to enforceability of true sale</a>	5	✓
2.2.8R	<a href="#">Eligibility criteria, active portfolio management, and exposure transferred after closing</a>	6 - 8	✓
2.2.9R	<a href="#">Homogeneity, enforceability, full recourse, periodic payment streams, no transferable securities</a>	9 - 14	✓
2.2.10R	<a href="#">No securitisation positions</a>	15	✓
2.2.11R	<a href="#">Origination, underwriting standards, unverified residential loans, assessment of creditworthiness, originator expertise</a>	16 - 21	✓
2.2.12R	<a href="#">No undue delay after selection, no exposures in default or to credit-impaired or insolvent debtors/guarantors, portion of restructured debtors, adverse credit history, higher pool risk</a>	22 - 30	✓
2.2.13R	<a href="#">At least one payment made</a>	31	✓
2.2.14R	<a href="#">No predominant dependence on the sale of asset</a>	32	✓
SECN 2.2.15R to 2.2.4R - Standardisation			
2.2.15R	<a href="#">Risk retention</a>	33	✓
2.2.16R	<a href="#">Appropriate mitigation of interest-rate and currency risks and disclosure, no further derivatives and hedging derivatives according to common standards</a>	34 - 39	✓
2.2.17R	<a href="#">Referenced interest payments</a>	40	✓
2.2.18R	<a href="#">Requirements in the event of enforcement or delivery of acceleration notice: no cash trap, sequential amortisation, no reversal, no automatic liquidation</a>	41 - 44	✓
2.2.19R	<a href="#">Non-sequential priority of payments</a>	45	✓
2.2.20R	<a href="#">Early amortisation provisions/triggers for termination of revolving period</a>	46 - 49	✓
2.2.21R	<a href="#">Duties, responsibilities, and replacement of transaction parties</a>	50 - 52	✓
2.2.22R	<a href="#">Expertise of the servicer</a>	53 - 54	✓
2.2.23R	<a href="#">Remedies and actions by servicer related to delinquency and default of debtor, priorities of payments, triggers for changes, obligation to report</a>	55 - 59	✓
2.2.24R	<a href="#">Resolution of investor conflicts and fiduciary party responsibilities and duties</a>	60 - 61	✓
SECN 2.2.25R to 2.2.29R - Transparency			
2.2.25R	<a href="#">Historical asset data</a>	62 - 64	✓
2.2.26R	<a href="#">AUP/asset verification</a>	65 - 66	✓
2.2.27R	<a href="#">Liability cashflow model</a>	67 - 68	✓
2.2.28R	<a href="#">Environmental performance of asset</a>	69	✓
2.2.29R /6.2,3R	<a href="#">Responsibility for article 7, information disclosure before pricing and 15 days after closing</a>	70 - 73	✓
7.1	<a href="#">Transparency requirements: underlying loan data, documentation, priority of payments, transaction summary, STS notification, investor report, inside information, significant event report, simultaneous, without delay</a>	74 - 83	✓
7.2	<a href="#">Transparency requirements: securitisation repository, designation of responsible entity</a>	84 - 85	✓

**SECN 2.2.2R (1)** Any SSPE must acquire title to the underlying exposures in a manner enforceable against the seller or any other third party, whether transfer of title is by means of: (a) true sale; (b) assignment; or (c) another transfer with the same legal effect as (a) or (b).

**(2)** If the seller becomes insolvent, the transfer of the title to the SSPE must not be subject to severe clawback provisions.

<p><b>1</b></p> <p><u>STS Criteria (prior to 1 Nov 2024)</u></p> <p>1. 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.</p> <p><u>STS Criteria</u></p> <p><b>2.2.2R (1)</b> Any SSPE must acquire title to the underlying exposures in a manner enforceable against the seller or any other third party, whether transfer of title is by means of: (a) true sale; (b) assignment; or (c) another transfer with the same legal effect as (a) or (b).</p>	<p><u>Verified?</u></p> <p><b>YES</b></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 certain Loans secured by Mortgages (the "Loans") and their Related Security (until legal title is conveyed) takes effect in equity only. The sale of the Scottish Loans and their Related Security to the Issuer will be given effect by Scottish Declarations of Trust by the Seller in favour of the Issuer. In each case, this means that the Issuer will not acquire legal title and, in the case of registered land in England or Wales, will not be registered as proprietor and legal owner of the Mortgage at the Land Registry until certain trigger events occur under the terms of the Mortgage Sale Agreement (see "The Portfolio – Sale of the Mortgages and their Related Security", below) and certain steps are taken, including the giving of notices of the sale to the Borrowers and, in the case of Scottish Loans, the granting, delivery and registration of assignments of standard securities. In addition, it may not be possible for there to be a legal assignment or assignment of the benefit of insurance policies in relation to which the Issuer has acquired only an equitable interest or interest as beneficiary under a Scottish Declaration of Trust.</p> <p>The Issuer has not and will not apply to the Land Registry, the Registers of Scotland or the Central Land Charges Registry to register or record its equitable or beneficial interest in the Mortgages and their Related Security.</p> <p>See Prospectus, <i>SALE OF THE PORTFOLIO UNDER THE MORTGAGE SALE AGREEMENT</i>.</p> <p>Mortgage Sale Agreement</p> <p>The Portfolio</p> <p>Pursuant to the terms of the Mortgage Sale Agreement, the Seller will sell its interest in a portfolio of Loans and their associated mortgages (the "Mortgages" and, together with the other security for the Loans, the "Related Security") and all moneys derived therefrom from time to time (collectively referred to herein as the "Portfolio") to the Issuer on the Closing Date.</p> <p>Perfection Trigger Events</p> <p>The English Loans will be sold by the Seller to the Issuer by way of equitable assignment. The Scottish Loans will be sold by the Seller to the Issuer by way of Scottish Declaration of Trust under which the beneficiary's interest in such trust will be vested in the Issuer. In relation to the Scottish Loans, references in this document to a "sale" or "equitable assignment" of Loans or Loans having been "sold" are to be read as references to the making of such Scottish Declaration of Trust. Such beneficiary's interest (as opposed to the legal title) cannot be registered or recorded in the Registers of Scotland. As a result, legal title to the Loans and their Related Security will remain with the Seller until legal assignments (in relation to English Loans) or assignments (in relation to Scottish Loans) are delivered by the Seller to the Issuer and notice of the sale is given by the Seller to the Borrowers and such assignments</p>	

or assignments are registered at the Land Registry or Registers of Scotland. Legal assignment or assignment (as appropriate) of the Loans and their Related Security (including, where appropriate, their registration or recording in the relevant property register) to the Issuer will be deferred and will only take place in the limited circumstances described below.

*"True sale" is not a legal concept but a rating agency creation. 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 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.*

*In the case of the Transaction, title to the assets is transferred by means of an equitable assignment.*

*The legal opinions from Clifford Chance and Shepherd and Wedderburn confirm that the assignment meets the definition of "true sale" outlined above.*

*In the case of Newcastle Building Society, a building society situated in the United Kingdom, the COMI is considered the United Kingdom.*

United Kingdom insolvency law provides for clawback in the cases of preferences and transactions at an undervalue and require the insolvency officer to prove that case. Therefore, and as confirmed by the Opinions, the transfer is not, in our opinion, subject to "severe clawback".

**SECN 2.2.2R (2)** If the seller becomes insolvent, the transfer of the title to the SSPE must not be subject to severe clawback provisions.

**2.2.3R** For the purposes of SECN 2.2.2R(2), the following are severe clawback provisions:

(1) those allowing the seller's liquidator to invalidate the sale of the underlying exposures solely because it was concluded within a certain period before the declaration of the seller's insolvency;

(2) provisions where the SSPE can prevent the invalidation referred to in (1) only if it can prove it was unaware of the seller's insolvency at the time of sale.

**2**

STS Criteria (prior to 1 Nov 2024)

2. Article 20/Article 20.2 1/Article 20.3 The transfer of the title to the SSPE shall not be subject to severe clawback provisions in the event of the seller's insolvency.

STS Criteria

**2.2.2R (2)** If the seller becomes insolvent, the transfer of the title to the SSPE must not be subject to severe clawback provisions.

PCS Comments

See Underlying transaction documents, Incorporated Terms Memorandum.

SCHEDULE 5

SELLER REPRESENTATIONS AND WARRANTIES

PART 1

CORPORATE REPRESENTATIONS AND WARRANTIES OF THE SELLER

2. CENTRE OF MAIN INTERESTS

The Seller has its "centre of main interests", as that term is used in the Insolvency (EU)(2015/848 as incorporated into English law and amended by Insolvency (Amendment) (EU Exit) Regulations 2019, SI 2019/146 (the "Onshored EIR") and the UNCITRAL Implementing Regulations, in England and Wales.

COMI is in the UK. UK does not have severe clawback provisions. See comment under point 1 above. Neither provision applies in the UK.

**Verified?**  
**YES**



**SECN 2.2.5 R** If the seller is not the original lender, the transfer of the underlying exposures to that seller by any of the means in SECN 2.2.2R(1) (whether direct or through one or more intermediate steps) must meet the requirements in SECN 2.2.1 to SECN 2.2.3.

3	<u>STS Criteria (prior to 1 Nov 2024)</u> 3. 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.	<b>Verified?</b> <b>YES</b>
	<u>STS Criteria</u> <b>2.2.5R</b> If the seller is not the original lender, the transfer of the underlying exposures to that seller by any of the means in SECN 2.2.2R(1) (whether direct or through one or more intermediate steps) must meet the requirements in SECN 2.2.1 to SECN 2.2.3.	
	<u>PCS Comments</u> See Prospectus, <i>SALE OF THE PORTFOLIO UNDER THE MORTGAGE SALE AGREEMENT</i> . Representations and Warranties Except as stated otherwise, the Seller will give the following representations and warranties in the Mortgage Sale Agreement, with respect to itself, the Loans originated by it and their Related Security, to the Issuer and the Trustee on the Closing Date and, in respect of any Further Advance, on the last calendar day of each month during which an Advance Date has occurred (the "Loan Warranties"):  (b) each Loan was originated by the Seller as principal in the ordinary course of business and was originated, and is denominated, in Sterling;  (c) each Loan was originated by and made by the Seller on its own account pursuant to underwriting standards that are no less stringent than those the Seller applied at the time of origination to similar exposures that are not included in the Portfolio;	

**SECN 2.2.6R** If the transfer of the underlying exposures is performed by assignment and perfected after the transaction's closing, the triggers to effect such perfection must be set broadly enough to require perfection in all of the following events:

- (1) severe deterioration in the seller's credit quality standing;
- (2) the seller's insolvency; and
- (3) unremedied breaches of the seller's contractual obligations, including the seller's default.

4	<u>STS Criteria (prior to 1 Nov 2024)</u> 4. 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 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.	<b>Verified?</b> <b>YES</b>
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**STS Criteria**

**2.2.6R** If the transfer of the underlying exposures is performed by assignment and perfected after the transaction's closing, the triggers to effect such perfection must be set broadly enough to require perfection in all of the following events:

- (1) severe deterioration in the seller's credit quality standing;
- (2) the seller's insolvency; and
- (3) unremedied breaches of the seller's contractual obligations, including the seller's default.

**PCS Comments**

See Prospectus, *SALE OF THE PORTFOLIO UNDER THE MORTGAGE SALE AGREEMENT*.

**Perfection Trigger Events**

The English Loans will be sold by the Seller to the Issuer by way of equitable assignment. The Scottish Loans will be sold by the Seller to the Issuer by way of Scottish Declaration of Trust under which the beneficiary's interest in such trust will be vested in the Issuer. In relation to the Scottish Loans, references in this document to a "sale" or "equitable assignment" of Loans or Loans having been "sold" are to be read as references to the making of such Scottish Declaration of Trust. Such beneficiary's interest (as opposed to the legal title) cannot be registered or recorded in the Registers of Scotland. As a result, legal title to the Loans and their Related Security will remain with the Seller until legal assignments (in relation to English Loans) or assignments (in relation to Scottish Loans) are delivered by the Seller to the Issuer and notice of the sale is given by the Seller to the Borrowers and such assignments or assignments are registered at the Land Registry or Registers of Scotland. Legal assignment or assignment (as appropriate) of the Loans and their Related Security (including, where appropriate, their registration or recording in the relevant property register) to the Issuer will be deferred and will only take place in the limited circumstances described below.

Pursuant to the terms of the Mortgage Sale Agreement, the Issuer may, by notice in writing (a "Perfection Notice") to the Seller (with a copy to the Trustee), require the Seller to complete the transfer, by way of assignment or, in relation to Scottish Loans, assignment, to the Issuer of the Loans and Related Security (and, where appropriate, their registration or recording in the relevant property register) as soon as reasonably practicable following the delivery of the Perfection Notice following the occurrence of any of the following events (each, a "Perfection Trigger Event"):

(a) a "Seller Insolvency Event", as follows:

(i) the Seller becomes insolvent or is deemed unable to pay its debts as and when they fall due within the meaning of Section 123(1)(a) of the Insolvency Act (on the basis that the reference in such section to £ 750 was read as a reference to £10 million), Sections 123(1)(b), (d) and (e), and Section 123(1)(c) of the Insolvency Act (on the basis that the words "for a sum exceeding £ 10 million" were inserted after the words "extract registered bond" and "extract registered protest") or applies for or consents to or suffers the appointment of a liquidator or receiver or administrator or building society liquidator or building society special administrator or similar officer over the whole or any substantial part of its undertaking, property, assets or revenues or takes any proceeding under any law for a readjustment or deferment of its obligations or any part thereof or makes or enters into a general assignment or an arrangement or composition with or for the benefit of its creditors generally or a distress, execution or diligence or other process is enforced upon the whole or any substantial part of its undertaking or assets and is not discharged within 60 calendar days); or

(ii) an order is made or an effective resolution is passed for the winding-up of the Seller, except a winding-up for the purposes of or pursuant to an amalgamation or reconstruction (a) with or by any of its subsidiaries or (b) the terms of which have previously been approved by the Trustee in writing or by an Extraordinary Resolution of the holders of the Most Senior Class of Notes; or

(iii) if the Seller (otherwise than for the purposes of such amalgamation or reconstruction as is referred to in paragraph (ii) above), ceases or, through an authorised action of its board of directors, threatens to cease to carry on all or substantially all of its business or its mortgage administration business,

except in the case of the events described in paragraphs (ii) to (iii) above occurring for the purposes of or pursuant to a Permitted Transfer, as defined below;

(b) the occurrence of a Severe Credit Quality Deterioration Event (if the Seller determines, as at any date, that its CET1 Ratio has fallen below 7 per cent. as further described in the definition of the same); or

(c) the Seller defaults in the performance or observance of any of its other obligations under the Transaction Documents, including failure to repurchase any Loan under the Mortgage Sale Agreement, and such default continues unremedied for longer than the remedy period permitted by the relevant Transaction Documents.

"Permitted Transfer" means:

(a) an amalgamation of the Seller and one or more other building societies under section 93 of the Building Societies Act;

(b) a transfer by the Seller of all or substantially all of its engagements (being 90 per cent. or more of the Issuer's engagements including its obligations under the Trust Deed and the Agency Agreement) or (on terms which have previously been approved by an Extraordinary Resolution of the Most Senior Class of Noteholders) any smaller part of its engagements, in both cases under section 94 of the Building Societies Act;

(c) a transfer by the Seller of its business to a company under sections 97 to 102D of the Building Societies Act (including any transfer of business to a subsidiary of another mutual society pursuant to section 97 of the Building Societies Act (as modified by the Mutual Societies (Transfers) Order 2009 made under section 3 of the Building Societies (Funding) and Mutual Societies (Transfers) Act 2007) (the "Funding and Mutual Societies Transfers Act") or any other order made in the future by HM Treasury under section 3 of the Funding and Mutual Societies Transfers Act);

(d) an alteration in the status of the Seller by virtue of any statute or statutory provision which alters, or permits the alteration of, the status of building societies generally or building societies which meet specified criteria to that of an institution authorised under the FSMA or to a body which is regulated on a similar basis to an institution authorised under the FSMA; or

(e) any other reconstruction or amalgamation or transfer, in each case the terms of which have previously been approved by an Extraordinary Resolution of the Most Senior Class of Noteholders.

"CET1 Ratio" means the ratio (expressed as a percentage) of Common Equity Tier 1 as at such date to the Risk Weighted Assets as at the same date, in each case calculated by the Seller on an individual consolidated basis (as referred to in Article 9 of the Capital Requirements Regulation) or, as the context requires, a consolidated basis.

*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.*

*2.2.6R (1) 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. See (b).

2.2.6 (2) The insolvency trigger is in the Transaction. See (a).

2.2.6 (3) 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. See (c).

**SECN 2.2.7R** The seller must 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 transfer by the means in SECN 2.2.2R(1).

5

STS Criteria (prior to 1 Nov 2024)

5. 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.

STS Criteria

**2.2.7R** The seller must 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 transfer by the means in SECN 2.2.2R(1).

PCS Comments

See Prospectus, *SALE OF THE PORTFOLIO UNDER THE MORTGAGE SALE AGREEMENT*.

Representations and Warranties

Except as stated otherwise, the Seller will give the following representations and warranties in the Mortgage Sale Agreement, with respect to itself, the Loans originated by it and their Related Security, to the Issuer and the Trustee on the Closing Date and, in respect of any Further Advance, on the last calendar day of each month during which an Advance Date has occurred (the “Loan Warranties”):

(f) to the best of the Seller’s knowledge and subject to completion of any registration or recording which may be pending at the Land Registry and the Registers of Scotland, the Seller is the absolute unencumbered legal and beneficial owner of the Loans, their Related Security and all property to be sold and assigned by the Seller to the Issuer pursuant to the Mortgage Sale Agreement, and the Loans and their Related Security are not subject, either totally or partially, to any lien, assignment (whether by way of absolute assignment or

Verified?  
**YES**

assignment or by way of security only), charge or pledge to any third parties or are otherwise in a condition that could be foreseen to adversely affect the enforceability of the sale to the Issuer;

(h) each Loan has been entered into by the Seller and the relevant Borrower in accordance with all applicable laws to the extent that failure to comply with those laws would have a material adverse effect on the enforceability or the collectability of that Loan or its Related Security;

(cc) 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 applicable), the Seller has good title to, and is the absolute unencumbered legal and beneficial owner of, all property, interests, rights and benefits agreed to be sold and/or assigned by the Seller to the Issuer (or to be held on trust for the Issuer pursuant to a Scottish Declaration of Trust) free and clear of all Security, claims and equities (including, without limitation, rights of set-off or counterclaim);

(dd) as far as the Seller is aware, all steps necessary to perfect the Seller's title to the Loans and the Related Security were duly taken at the appropriate time or are in the process of being taken, in each case (where relevant) within any applicable priority periods or time limits for registration or recording with all due diligence and without undue delay;

(ee) save for Title Deeds held at the Land Registry or Registers of Scotland (as applicable) and Title Deeds existing in dematerialised forms, Title Deeds relating to each of the Loans and their Related Security are held by, or are under the control of the Seller, the Servicer or the Seller's solicitors, licensed (or qualified) conveyancers to the order of the Seller;

(ff) there is no restriction on the assignment or assignment of the Loans and their Related Security and the Seller may freely assign and enter into trust arrangements in respect of all its rights, title, interests and benefits therein as contemplated in the Mortgage Sale Agreement without breaching any term or condition applying to any of them;

**SECN 2.2.8R (1)** The underlying exposures the seller transfers to the SSPE (if an SSPE is used) or that are otherwise securitised must meet predetermined, clear and documented eligibility criteria prohibiting active portfolio management of those exposures on a discretionary basis.

**(2)** For the purposes of SECN 2.2.8R(1), substitution of exposures that are in breach of representations and warranties is not considered active portfolio management.

**(3)** Exposures transferred to the SSPE (if an SSPE is used) or otherwise added to the securitisation after the closing of the transaction must meet the eligibility criteria applied to the initial underlying exposures.

**6** STS Criteria (prior to 1 Nov 2024)  
6. 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....

**STS Criteria**

**2.2.8R (1)** The underlying exposures the seller transfers to the SSPE (if an SSPE is used) or that are otherwise securitised must meet predetermined, clear and documented eligibility criteria prohibiting active portfolio management of those exposures on a discretionary basis.

**PCS Comments**

See Prospectus, *SALE OF THE PORTFOLIO UNDER THE MORTGAGE SALE AGREEMENT*.

Representations and Warranties

Except as stated otherwise, the Seller will give the following representations and warranties in the Mortgage Sale Agreement, with respect to itself, the Loans originated by it and their Related Security, to the Issuer and the Trustee on the Closing Date and, in respect of any Further Advance, on the last calendar day of each month during which an Advance Date has occurred (the "Loan Warranties"): [...]

**Verified?**  
**YES**

	<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 “Loan Warranties” 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><b>7</b> <u>STS Criteria (prior to 1 Nov 2024)</u></p> <p>7. Article 20.7. 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><b><u>STS Criteria</u></b></p> <p><b>2.2.8R (1)</b> The underlying exposures the seller transfers to the SSPE (if an SSPE is used) or that are otherwise securitised must meet predetermined, clear and documented eligibility criteria prohibiting active portfolio management of those exposures on a discretionary basis.</p> <p><b>2.2.8R (2)</b> For the purposes of SECN 2.2.8R(1), substitution of exposures that are in breach of representations and warranties is not considered active portfolio management.</p>	<p><b><u>Verified?</u></b></p> <p><b>YES</b></p>
<p><b><u>PCS Comments</u></b></p> <p>See Prospectus, <i>SALE OF THE PORTFOLIO UNDER THE MORTGAGE SALE AGREEMENT</i>.</p> <p>Mortgage Sale Agreement</p> <p>Repurchase by the Seller</p> <p>The Seller has agreed in the Mortgage Sale Agreement to repurchase any of the Loans together with their Related Security sold by it to the Issuer in the circumstances described below, subject to the Issuer being capable of meeting its obligations to pay any amount due under the Swap Agreement in respect of any Additional Termination Event in connection with such disposal. The Seller does not have any discretionary rights of repurchase.</p> <p>If any of the Loan Warranties given by the Seller are materially breached in respect of any Loan and/or its Related Security or any Loan Warranty proves to be materially untrue as at the Closing Date and this (where capable of remedy) has not been remedied within 30 Business Days of receipt by the Seller of notice from the Issuer in relation thereto, the Seller will, upon receipt of a further notice from the Issuer, purchase such Loan and its Related Security from the Issuer no later than 30 calendar days after the date on which such notice was given. Consideration for such repurchase shall be provided by payment in cash the cash payment amount, equals at least the Current Balance(s) of the Loan(s) subject to repurchase.</p> <p>A Loan and its Related Security may also be repurchased in certain circumstances where a Product Switch, Further Advance or, substitution is made. See "Product Switches and Further Advances" below.</p> <p>Pursuant to the terms of the Mortgage Sale Agreement, if any of the Loan Warranties given by the Seller are materially breached in respect of any Loan and/or its Related Security or any Loan Warranty proves to be materially untrue as at the Closing Date, the Seller must notify the Issuer and (following the service of an Enforcement Notice) the Trustee as soon as the Seller becomes aware of such breach.</p> <p>The Seller's rights and obligations to sell Loans and their Related Security to the Issuer and/or repurchase the Loans and their Related Security from the Issuer pursuant to the Mortgage Sale Agreement, do not constitute active portfolio management for the purposes of the UK Securitisation Framework, in particular, SECN 2.2.8R.</p> <p><i>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.</i></p>	

	<i>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".</i>	
	<i>PCS has reviewed the repurchase devices set out in the Prospectus they are within the allowable repurchase devices.</i>	
8	<u>STS Criteria (prior to 1 Nov 2024)</u>	<b><u>Verified?</u></b> <b>YES</b>
	8. Article 20.7. Exposures transferred to the SSPE after the closing of the transaction shall meet the eligibility criteria applied to the initial underlying exposures.	
	<u>STS Criteria</u>	
	2.2.8R (3) Exposures transferred to the SSPE (if an SSPE is used) or otherwise added to the securitisation after the closing of the transaction must meet the eligibility criteria applied to the initial underlying exposures.	
	<u>PCS Comments</u>	
	<i>The transaction is not structured with a revolving period.</i>	
	<i>For Further Advances and Product switches:</i>	
	<i>See Prospectus, SALE OF THE PORTFOLIO UNDER THE MORTGAGE SALE AGREEMENT.</i>	
	Representations and Warranties	
	Except as stated otherwise, the Seller will give the following representations and warranties in the Mortgage Sale Agreement, with respect to itself, the Loans originated by it and their Related Security, to the Issuer and the Trustee on the Closing Date and, in respect of any Further Advance, on the last calendar day of each month during which an Advance Date has occurred (the "Loan Warranties"):	
	In respect of Product Switches, the representations and warranties set out at paragraphs (d), (e), (f), (i), (j), and (k) are given on the relevant Switch Date (the "Product Switch Warranties"),	
	<i>There is no revolving feature in the transaction. See, however, "Additional Borrowings", "Product Transfers" and "Substitute Loan" for the existence of possible future additional transfers of exposures.</i>	
	<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 ESMA and the STS status of the securitisation will be lost.</i>	
	<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>	



**SECN 2.2.9 R (1)** The securitisation must be backed by a pool of underlying exposures that are homogeneous in terms of asset type, considering the specific characteristics relating to the asset type's cash flows, including their contractual, credit-risk and prepayment characteristics.

**(2)** Further details specifying which underlying exposures are homogeneous for the purposes of (1) are set out at SECN 2.4.

**(3)** The underlying exposures must contain contractually binding and enforceable obligations, with full recourse to debtors and, where applicable, guarantors.

**(4)** The underlying exposures must 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.

**(5)** The underlying exposures must not include any transferable security, other than corporate bonds not listed on a trading venue.

9	<p><u>STS Criteria (prior to 1 Nov 2024)</u></p> <p>9. 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.</p>	<p><b><u>Verified?</u></b> <b>YES</b></p>
	<p><b><u>STS Criteria</u></b></p> <p><b>2.2.9R (1)</b> The securitisation must be backed by a pool of underlying exposures that are homogeneous in terms of asset type, considering the specific characteristics relating to the asset type's cash flows, including their contractual, credit-risk and prepayment characteristics.</p> <p><i>(2) Further details specifying which underlying exposures are homogeneous for the purposes of (1) are set out at SECN 2.4 (STS criteria: Homogeneity of underlying exposures).</i></p>	
	<p><b><u>PCS Comments</u></b></p> <p>See Prospectus, <i>THE PORTFOLIO</i>.</p> <p>THE LOANS</p> <p>Other characteristics</p> <p>All Loans in the Portfolio are homogenous for the purposes of the UK Securitisation Framework, in particular, SECN 2.2.9R, on the basis that all such Loans: (a) have been underwritten by the Seller or an affiliate of the Seller 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, Interest Only Loans, and Part and Part Loans which have been 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 the loans; and (d) form one asset category, namely residential loans with full recourse to Borrowers secured with one or several mortgages on residential immovable property in England, Wales, and Scotland.</p> <p><i>In the Transaction, the loans were underwritten on a similar basis, they are being serviced by Newcastle Building Society according to similar servicing procedures, they are a single asset class – residential mortgage loans and the mortgage loans are all originated in the same jurisdiction.</i></p> <p><i>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.</i></p>	



10	<u>STS Criteria (prior to 1 Nov 2024)</u> 10. Article 20.8. The underlying exposures shall contain obligations that are contractually binding and enforceable.	<b><u>Verified?</u></b> <b>YES</b>
	<b><u>STS Criteria</u></b> <b>2.2.9R (3)</b> The underlying exposures must contain contractually binding and enforceable obligations, [...]	
	<b><u>PCS Comments</u></b>  See Prospectus, SALE OF THE PORTFOLIO UNDER THE MORTGAGE SALE AGREEMENT.  Representations and Warranties  Except as stated otherwise, the Seller will give the following representations and warranties in the Mortgage Sale Agreement, with respect to itself, the Loans originated by it and their Related Security, to the Issuer and the Trustee on the Closing Date and, in respect of any Further Advance, on the last calendar day of each month during which an Advance Date has occurred (the "Loan Warranties"):  (k) the Current Balance on each Loan and its Related Security constitutes a valid debt due to the Seller from the relevant Borrower and the terms of each Loan and its Related Security constitute legal, valid, binding and enforceable obligations of the Borrower and each Loan and its Related Security is non-cancellable (except that (i) the Seller makes no representation as to the fairness or otherwise of terms which relate to its ability to vary the rate of interest; (ii) enforceability may be limited by bankruptcy, insolvency or other similar laws of general applicability affecting the enforcement of creditors' rights generally and the courts' discretion in relation to equitable remedies and, for the avoidance of doubt, such laws include but are not limited to, the Unfair Terms in Consumer Contracts Regulations 1994, the Unfair Terms in Consumer Contracts Regulations 1999 and the Unfair Contract Terms Act 1977 and the Consumer Rights Act 2015; and (iii) this representation shall not apply in respect of any early repayment charges or redemption fees);	
11	<u>STS Criteria (prior to 1 Nov 2024)</u> 11. Article 20.8. With full recourse to debtors and, where applicable, guarantors.	<b><u>Verified?</u></b> <b>YES</b>
	<b><u>STS Criteria</u></b> <b>2.2.9R (3)</b> [...] with full recourse to debtors and, where applicable, guarantors.	
	<b><u>PCS Comments</u></b>  See Prospectus, SALE OF THE PORTFOLIO UNDER THE MORTGAGE SALE AGREEMENT.  Representations and Warranties  Except as stated otherwise, the Seller will give the following representations and warranties in the Mortgage Sale Agreement, with respect to itself, the Loans originated by it and their Related Security, to the Issuer and the Trustee on the Closing Date and, in respect of any Further Advance, on the last calendar day of each month during which an Advance Date has occurred (the "Loan Warranties"):  (i) the Seller has full recourse to the relevant Borrower under the relevant Loan;  See Prospectus, THE PORTFOLIO.  THE LOANS  Other characteristics	

All Loans in the Portfolio are homogenous for the purposes of the UK Securitisation Framework, in particular, SECN 2.2.9R, on the basis that all such Loans: (a) have been underwritten by the Seller or an affiliate of the Seller 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, Interest Only Loans, and Part and Part Loans which have been 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 the loans; and (d) form one asset category, namely residential loans with full recourse to Borrowers secured with one or several mortgages on residential immovable property in England, Wales, and Scotland.

**SECN 2.2.9 R (4)** The underlying exposures must 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** STS Criteria (prior to 1 Nov 2024)

12. Article 20.8. The underlying exposures shall have defined periodic payment streams, the instalments of which may differ in their amounts.

**STS Criteria**

**2.2.9R (4)** The underlying exposures must have defined periodic payment streams (the instalments of which may differ in their amounts) [...]

**Verified?**  
**YES**

**PCS Comments**

See Prospectus, *THE PORTFOLIO*.

**THE LOANS**

**Characteristics of the Loans**

**Interest Payments**

The Loans in the Portfolio have one or more of the following interest terms:

- "Fixed Rate Loans" means Loans subject to a fixed interest rate for a specified period of time and which at the expiration of that period generally convert to Variable Rate Loans. An early repayment charge may be payable in respect of these Loans for a set period of time, which generally corresponds with the term of the fixed interest rate.
- "Variable Rate Loans" means Loans subject to a rate of interest linked to the Seller Standard Variable Rate or Issuer Variable Rate, as the case may be, for the life of the Loan or until an alternative product that the Borrower qualifies for is selected by the Borrower. Variable Rate Loans will not usually have an early repayment charge.
- "Discount Rate Loans": means Loans which allow the Borrower, for a set period of time or for the life of the Loan, to pay interest at a specified discount to the Seller Standard Variable Rate or Issuer Variable Rate, as the case may be. At the end of the discounted period, generally the Loans convert to a Variable Rate Loan. An early repayment charge may be payable in respect of these Loans for a set period of time, which generally corresponds with the term of the discounted interest rate.

**Repayment Terms**

Borrowers typically make payments of interest on, and repay principal of, their Loans using one of the following methods:

- Repayment Loans: the Borrower makes monthly payments of both interest and principal so that, when the Loan matures, the Borrower will have repaid the full amount of the principal of the Loan.

	<ul style="list-style-type: none"> <li>• Interest Only Loans: the Borrower makes monthly payments of interest but not of principal; when the Loan matures, the entire principal amount of the Loan is still outstanding and the Borrower must repay that amount in one lump sum. Where Loans are interest only, proof is required that a suitable repayment mechanism has been put in place.</li> <li>• Part and Part Loans: the Borrower is required to repay part of the principal amount of the Loan by making monthly payments of both interest and principal and to repay the remaining part of the principal amount of the Loan in one lump sum when the Loan matures.</li> </ul>	
13	<p><u>STS Criteria (prior to 1 Nov 2024)</u></p> <p>13. Article 20.8. Article 20.8. 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><b>Verified?</b> <b>YES</b></p>
	<p><u>STS Criteria</u></p> <p><b>2.2.9R (4)</b> [...] 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>PCS Comments</u></p> <p>See point 12 above.</p> <p>See Prospectus, <i>SALE OF THE PORTFOLIO UNDER THE MORTGAGE SALE AGREEMENT</i>.</p> <p>Mortgage Sale Agreement</p> <p>The Portfolio</p> <p>Pursuant to the terms of the Mortgage Sale Agreement, the Seller will sell its interest in a portfolio of Loans and their associated mortgages (the "Mortgages" and, together with the other security for the Loans, the "Related Security") and all moneys derived therefrom from time to time (collectively referred to herein as the "Portfolio") to the Issuer on the Closing Date.</p> <p>See Prospectus, <i>The Servicer and the Servicing Agreement</i>.</p> <p>Trust over Insurance Policies and Buildings Insurance Policies</p> <p>The Seller irrevocably undertakes to hold, and declares that it holds, on trust the benefit of Insurance Policies, the Buildings Insurance Policies and any proceeds in respect thereof (the "Trust Property") to the order of the Issuer absolutely. Any amounts received in respect of such Trust Property shall be transferred by the Seller to the Transaction Account within two (2) Business Days of its identification by the Seller.</p> <p>See Prospectus, <i>GLOSSARY</i>.</p> <p>"Related Security" means, in relation to a Loan, the security for the repayment of that Loan including the relevant Mortgage and all other matters applicable thereto acquired as part of the Portfolio sold to the Issuer pursuant to the Mortgage Sale Agreement including (without limitation):</p> <p>(a) the benefit of all affidavits, declarations, consents, renunciations, guarantees, indemnities, waivers and postponements (including, without limitation, deeds of consent relating to the relevant Property) and MH/CP Documentation from occupiers and other persons having an interest in or rights in connection with the relevant Property;</p> <p>(b) each right of action of the Seller against any person (including, without limitation, any solicitor, licensed conveyancer, qualified conveyancer, valuer, registrar or registry or other person) in connection with any report, valuation, opinion, certificate or other statement of fact or opinion (including, without limitation, each Certificate of Title and Valuation Report) given or received in connection with all or part of any Loan and its Related Security or affecting the decision of the Seller to make or offer to make all or part of the Loan; and</p>	

(c) the benefit of (including, without limitation, the rights as the insured person under and as notations of interest on, and returns of premium and proceeds of claims under) insurance and assurance policies (including, the relevant Insurance Policies) deposited, charged, obtained, or held in connection with the Loan, Mortgage and/or Property and relevant Loan files provided that the MIG Policy will not be considered Related Security for the purposes of this paragraph (c).

**SECN 2.2.9R (5)** The underlying exposures must not include any transferable security, other than corporate bonds not listed on a trading venue.

14	<u>STS Criteria (prior to 1 Nov 2024)</u> 14. 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.	<b>Verified?</b> <b>YES</b>
	<u>STS Criteria</u> <b>2.2.9R (5)</b> The underlying exposures must not include any transferable security, other than corporate bonds not listed on a trading venue.	
	<u>PCS Comments</u> See Prospectus, <i>THE PORTFOLIO</i> .  THE LOANS  Other characteristics  The Loans do not include any transferable securities, any securitisation positions or any derivatives, in each case on the basis that the Loans have been entered into substantially on the terms of similar standard documentation for residential mortgage loans.	

**SECN 2.2.10 R** The underlying exposures must not include any securitisation position.

15	<u>STS Criteria (prior to 1 Nov 2024)</u> 15. Article 20.9. The underlying exposures shall not include any securitisation position.	<b>Verified?</b> <b>YES</b>
	<u>STS Criteria</u> <b>2.2.10R</b> The underlying exposures must not include any securitisation position.	
	<u>PCS Comments</u> See Prospectus, <i>SALE OF THE PORTFOLIO UNDER THE MORTGAGE SALE AGREEMENT</i> .  Representations and Warranties  Except as stated otherwise, the Seller will give the following representations and warranties in the Mortgage Sale Agreement, with respect to itself, the Loans originated by it and their Related Security, to the Issuer and the Trustee on the Closing Date and, in respect of any Further Advance, on the last calendar day of each month during which an Advance Date has occurred (the "Loan Warranties"):	

(j) no Loan includes any securitisation position;  
See point 14 above.

**SECN 2.2.11R (1)** The underlying exposures must be originated:

- (a) in the ordinary course of the originator's or original lender's business; and  
(b) following underwriting standards at least as rigorous as those the originator or original lender applied at the time of origination to similar unsecuritised exposures, to the extent there are any.

16	<u>STS Criteria (prior to 1 Nov 2024)</u> 16. Article 20.10. The underlying exposures shall be originated in the ordinary course of the originator's or original lender's business.	<u>Verified?</u> YES
	<u>STS Criteria</u> 2.2.11R (1) The underlying exposures must be originated: (a) in the ordinary course of the originator's or original lender's business; and [...]	
	<u>PCS Comments</u>  See Prospectus, <i>SALE OF THE PORTFOLIO UNDER THE MORTGAGE SALE AGREEMENT</i> .  Representations and Warranties  Except as stated otherwise, the Seller will give the following representations and warranties in the Mortgage Sale Agreement, with respect to itself, the Loans originated by it and their Related Security, to the Issuer and the Trustee on the Closing Date and, in respect of any Further Advance, on the last calendar day of each month during which an Advance Date has occurred (the "Loan Warranties"):  (b) each Loan was originated by the Seller as principal in the ordinary course of business and was originated, and is denominated, in Sterling;  (c) each Loan was originated by and made by the Seller on its own account pursuant to underwriting standards that are no less stringent than those the Seller applied at the time of origination to similar exposures that are not included in the Portfolio;	
17	<u>STS Criteria (prior to 1 Nov 2024)</u> 17. Article 20.10. 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.	<u>Verified?</u> YES
	<u>STS Criteria</u> 2.2.11R (1) The underlying exposures must be originated: (b) following underwriting standards at least as rigorous as those the originator or original lender applied at the time of origination to similar unsecuritised exposures, to the extent there are any.	
	<u>PCS Comments</u>  See point 16 above.	

**SECN 2.2.11R (2)** The originator or the original lender (as the case may be) must fully disclose to potential investors, without undue delay:

- (a) the underwriting standards pursuant to which the underlying exposures are originated; and  
(b) any material changes from former underwriting standards.

18

STS Criteria (prior to 1 Nov 2024)

18. 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.

STS Criteria

**2.2.11R (2)** The originator or the original lender (as the case may be) must fully disclose to potential investors, without undue delay:

- (a) the underwriting standards pursuant to which the underlying exposures are originated; and  
(b) any material changes from former underwriting standards.

**Verified?**  
**YES**

PCS Comments

See Prospectus, *THE PORTFOLIO*.

THE LOANS

Underwriting

Lending Criteria

Underwriting exception

Changes to the underwriting policies and Lending Criteria

The Seller may make changes to the underwriting policies and Lending Criteria in the future.

Any material change to the Lending Criteria after the date of this Prospectus which would affect the homogeneity (as determined in accordance with the UK Securitisation Framework, in particular, SECN 2.2.9R) of the loans comprising the Portfolio or which would materially affect the overall credit risk or the expected average performance of the Portfolio will be disclosed (along with an explanation of the rationale for such changes being made) to investors by the Seller without undue delay.

*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 ESMA and the STS status of the securitisation will be lost.*

*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.*

**SECN 2.2.11R (3)** For securitisations with residential loans as underlying exposures, the pool of loans must 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 lender might not verify the information provided.

19	<b>STS Criteria (prior to 1 Nov 2024)</b> 19. 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.	<b>Verified?</b> <b>YES</b>
	<b>STS Criteria</b> <b>2.2.11R (3)</b> For securitisations with residential loans as underlying exposures, the pool of loans must 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 lender might not verify the information provided.	
	<b>PCS Comments</b> See Prospectus, <i>THE PORTFOLIO</i> .  THE LOANS  Other characteristics  The Loans do not include: (i) any Loans that, at the time of origination, were 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 Seller or an affiliate of the Seller; or (ii) at the time of selection for inclusion in the portfolio any exposures in default within the meaning of Article 178(1) of the UK CRR.	

**SECN 2.2.11R (4)** The assessment of the borrower's creditworthiness must meet the requirements in:

- (a) CONC 5.2A.7R;
- (b) MCOB 11.6.2R(1)(a), MCOB 11.6.2R(1)(b), MCOB 11.6.2R(2), MCOB 11.6.5R(1), MCOB 11.6.60R and MCOB 11A.2.1R; or
- (c) where applicable, equivalent requirements in a third country.

20

STS Criteria (prior to 1 Nov 2024)

20. 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.

STS Criteria

**2.2.11R (4)** The assessment of the borrower's creditworthiness must meet the requirements in:

- (a) CONC 5.2A.7R;
- (b) MCOB 11.6.2R(1)(a), MCOB 11.6.2R(1)(b), MCOB 11.6.2R(2), MCOB 11.6.5R(1), MCOB 11.6.60R and MCOB 11A.2.1R; or
- (c) where applicable, equivalent requirements in a third country.

**Verified?**  
**YES**

PCS Comments

See Prospectus, SALE OF THE PORTFOLIO UNDER THE MORTGAGE SALE AGREEMENT.

Representations and Warranties

Except as stated otherwise, the Seller will give the following representations and warranties in the Mortgage Sale Agreement, with respect to itself, the Loans originated by it and their Related Security, to the Issuer and the Trustee on the Closing Date and, in respect of any Further Advance, on the last calendar day of each month during which an Advance Date has occurred (the "Loan Warranties"):

(p) each Loan is a regulated mortgage contract as defined in Article 61(3)(a) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 and subject to the provisions of MCOB and the Seller has complied with its obligations under the FSMA (including without limitation, MCOB) in connection with the origination and administration of such Loan or is otherwise exempt from the regulation under FSMA and/or CCA;

(kk) the Seller is and has been in material compliance with the requirements of MCOB in so far as they apply to any of the Loans, Related Security or Insurance Policies at all relevant times, and the Seller has at all relevant times held all authorisations, approvals, licenses, consents and orders required by it under the FSMA in connection with the Loans, Related Security and Insurance Policies;

See Prospectus, *THE PORTFOLIO*.

Lending Criteria

All mortgage loans (including, for the avoidance of doubt, the Loans) are originated by the Seller and approved by processors or underwriters according to the relevant mandate levels and the Lending Criteria at the time, which includes (but is not limited to) an assessment of the borrower's creditworthiness, in each case taking into account factors relevant to verifying the prospect of the borrower's ability to make repayments under its mortgage loan. [...]

The assessment of a Borrower's creditworthiness is conducted in accordance with the Lending Criteria and the assessment of each Borrower's creditworthiness meets the requirement as set out in SECN 2.2.11R(4)



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.

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.

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.

**SECN 2.2.11R (5)** The originator or original lender must have expertise in originating exposures of a similar nature to those securitised.

21	<u>STS Criteria (prior to 1 Nov 2024)</u>	<b><u>Verified?</u></b> <b>YES</b>
	21. Article 20.10. The originator or original lender shall have expertise in originating exposures of a similar nature to those securitised.	
	<b><u>STS Criteria</u></b>	
	<b>2.2.11R (5)</b> The originator or original lender must have expertise in originating exposures of a similar nature to those securitised.	
	<b><u>PCS Comments</u></b>	
	See Prospectus, <i>NEWCASTLE BUILDING SOCIETY</i> .	
	NBS has significantly more than five years of experience originating, underwriting and servicing mortgage loans of a similar nature to those securitised in the Portfolio.	
	<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>	
	<i>An entity originating assets similar to those securitised for at least five years is deemed, according to the EBA Guidelines to have "expertise".</i>	

**SECN 2.2.12R (1)** After the underlying exposures have been selected, they must be transferred to the SSPE (if an SSPE is used) or otherwise securitised without undue delay.

22	<u>STS Criteria (prior to 1 Nov 2024)</u>	<b><u>Verified?</u></b> <b>YES</b>
	22. Article 20.11. The underlying exposures shall be transferred to the SSPE after selection without undue delay...	
	<b><u>STS Criteria</u></b>	
	<b>2.2.12R (1)</b> After the underlying exposures have been selected, they must be transferred to the SSPE (if an SSPE is used) or otherwise securitised without undue delay.	
	<b><u>PCS Comments</u></b>	
	See Prospectus, <i>THE PORTFOLIO</i> .	
	THE LOANS	
	Other characteristics	

	<p>The Loans comprised in the Portfolio will be transferred to the Issuer after selection for inclusion in the Portfolio without undue delay.</p> <p>See Prospectus, <i>GLOSSARY</i>.</p> <p>"Cut-Off Date" means 30 April 2025.</p> <p><i>PCS has assumed that any period of three-and-a-half months or less between pool cut date and closing will meet the requirements of the criterion. This is in line with market standards.</i></p>	
23	<p><u>STS Criteria (prior to 1 Nov 2024)</u></p> <p>23. Article 20.11. 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><b><u>Verified?</u></b></p> <p><b>YES</b></p>
	<p><b><u>STS Criteria</u></b></p> <p><b>2.2.12R (2)</b> At the time of selection, the underlying exposures must not include exposures in default within the meaning of Article 178(1) of the UK CRR or [...]</p>	
	<p><b><u>PCS Comments</u></b></p> <p>See Prospectus, <i>SALE OF THE PORTFOLIO UNDER THE MORTGAGE SALE AGREEMENT</i>.</p> <p>Representations and Warranties</p> <p>Except as stated otherwise, the Seller will give the following representations and warranties in the Mortgage Sale Agreement, with respect to itself, the Loans originated by it and their Related Security, to the Issuer and the Trustee on the Closing Date and, in respect of any Further Advance, on the last calendar day of each month during which an Advance Date has occurred (the "Loan Warranties"):</p> <p>(l) 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 commission delegated regulation (EU) 2018/171 on the materiality threshold for credit obligations past due (as it forms part of the current domestic law of the UK by virtue of the EUWA) developed in accordance with Article 178 of the UK CRR;</p>	

**2.2.12R (2)** At the time of selection, the underlying exposures must not include [...] exposures to a credit-impaired debtor or guarantor who, to the best of the originator's or original lender's knowledge:

- (a) was, at the time of origination, where applicable:
  - (i) on a public credit registry of persons with adverse credit history; or
  - (ii) if there is no such public credit registry, another credit registry that is available to the originator or original lender;
- (b) 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 unsecuritised exposures the originator holds, if any;
- (c) has been declared insolvent;
- (d) had a court grant its creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within 3 years before the date of origination; or
- (e) has undergone a debt restructuring process with regard to its non-performing exposures within 3 years before the date of transfer of the underlying exposures to the SSPE (if an SSPE is used) or other means of securitising the underlying exposure.

**2.2.12R (3)** If a credit-impaired debtor or guarantor has undergone a debt restructuring process as described in (2)(e), the underlying exposures may include exposures to that credit-impaired debtor or guarantor if:

- (a) the restructured underlying exposure has not presented new arrears since the date of the restructuring, which must have taken place at least 1 year before the date the underlying exposures were transferred to the SSPE (if an SSPE is used) or otherwise securitised; and

(b) the information the originator, sponsor and SSPE have provided in accordance with SECN 6.2.1R(1) and SECN 6.2.1R(5)(a) explicitly sets out:

- (i) the proportion of total underlying exposures, which have been restructured;
- (ii) the time and details of the restructuring; and
- (iii) their performance since the date they were restructured.

24	<u>STS Criteria (prior to 1 Nov 2024)</u> 24. Article 20.11. Or exposures to a credit-impaired debtor or guarantor, who, to the best of the originator's or original lender's knowledge:	<b>Verified?</b> <b>YES</b>
	<u>STS Criteria</u> <b>2.2.12R (2)</b> At the time of selection, the underlying exposures must not include exposures [...] to a credit-impaired debtor or guarantor who, to the best of the originator's or original lender's knowledge: [...]	
	<u>PCS Comments</u> See Prospectus, <i>SALE OF THE PORTFOLIO UNDER THE MORTGAGE SALE AGREEMENT</i> .  Representations and Warranties  Except as stated otherwise, the Seller will give the following representations and warranties in the Mortgage Sale Agreement, with respect to itself, the Loans originated by it and their Related Security, to the Issuer and the Trustee on the Closing Date and, in respect of any Further Advance, on the last calendar day of each month during which an Advance Date has occurred (the "Loan Warranties"):  (n) so far as the Seller is aware (i) no Loan is a Loan to a Borrower who is a "credit impaired debtor" as described in the UK Securitisation Framework, in particular, SECN 2.2.12R, and, in each case, in accordance with any official guidance issued in relation thereto; (ii) no non-appealable right of enforcement has been made against any Borrower as a result of a missed payment within 3 years before the date of origination of such Loan; (iii) no Borrower has undergone a debt restructuring process with regard to its non-performing exposures within three years before the date of transfer of such underlying exposures to the Issuer; (iv) no bankruptcy order (or Scottish equivalent) has been made against any Borrower and no Borrower has applied for an individual voluntary arrangement or had a county court judgement (or Scottish equivalents) entered against them in the period 6 years immediately prior to the point of origination of the relevant Loan; (v) no Borrower was registered on any public credit registry of persons with adverse credit history at the point of origination of the relevant Loan; and (vi) following all applicable credit assessments by the Seller, no Borrower had a credit score indicating that its risk of non-payment under its Mortgage Loan was higher than for comparable exposures held by the Seller which are not securitised;	
25	<u>STS Criteria (prior to 1 Nov 2024)</u> 25. Article 20.11. (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.	<b>Verified?</b> <b>YES</b>
	<u>STS Criteria</u> (c) has been declared insolvent; (d) had a court grant its creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within 3 years before the date of origination;	
	<u>PCS Comments</u> See point 24 above.	

26	<p><u>STS Criteria (prior to 1 Nov 2024)</u></p> <p>26. Article 20.11. 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:</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>STS Criteria</b></p> <p>(e) has undergone a debt restructuring process with regard to its non-performing exposures within 3 years before the date of transfer of the underlying exposures to the SSPE (if an SSPE is used) or other means of securitising the underlying exposure.</p>	
	<p><b>PCS Comments</b></p> <p>See point 24 above.</p>	
27	<p><u>STS Criteria (prior to 1 Nov 2024)</u></p> <p>27. Article 20.11. (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</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>STS Criteria</b></p> <p>(3) If a credit-impaired debtor or guarantor has undergone a debt restructuring process as described in (2)(e), the underlying exposures may include exposures to that credit-impaired debtor or guarantor if:</p> <p>(a) the restructured underlying exposure has not presented new arrears since the date of the restructuring, which must have taken place at least 1 year before the date the underlying exposures were transferred to the SSPE (if an SSPE is used) or otherwise securitised; and [...]</p>	
	<p><b>PCS Comments</b></p> <p>See point 24 above.</p> <p>No restructured obligors/exposures are included in the portfolio.</p>	
28	<p><u>STS Criteria (prior to 1 Nov 2024)</u></p> <p>28. Article 20.11. (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;</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>STS Criteria</b></p> <p>[...] (b) the information the originator, sponsor and SSPE have provided in accordance with SECN 6.2.1R(1) and SECN 6.2.1R(5)(a) explicitly sets out:</p> <p>(i) the proportion of total underlying exposures, which have been restructured;</p> <p>(ii) the time and details of the restructuring; and</p> <p>(iii) their performance since the date they were restructured.</p>	
	<p><b>PCS Comments</b></p> <p>See point 24 above.</p>	

	No restructured obligors/exposures are included in the portfolio.	
29	<u>STS Criteria (prior to 1 Nov 2024)</u> 29. Article 20.11. (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;	<u>Verified?</u> YES
	<u>STS Criteria</u> (a) was, at the time of origination, where applicable: (i) on a public credit registry of persons with adverse credit history; or (ii) if there is no such public credit registry, another credit registry that is available to the originator or original lender;	
	<u>PCS Comments</u> See point 24 above.	
30	<u>STS Criteria (prior to 1 Nov 2024)</u> 30. Article 20.11. (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>STS Criteria</u> (b) 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 unsecuritised exposures the originator holds, if any;	
	<u>PCS Comments</u> See point 24 above.	

**SECN 2.2.13R** The debtors must, at the time the exposures are transferred, have made at least one payment, except in the case of revolving securitisations backed by exposures payable in a single instalment or with a maturity of less than 1 year (including, without limitation, monthly payments on revolving credits).

31	<u>STS Criteria (prior to 1 Nov 2024)</u>	<div>Verified?</div> <div>YES</div>
	31. 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.	
	<u>STS Criteria</u>	
	2.2.13R The debtors must, at the time the exposures are transferred, have made at least one payment, except in the case of revolving securitisations backed by exposures payable in a single instalment or with a maturity of less than 1 year (including, without limitation, monthly payments on revolving credits).	
	<u>PCS Comments</u>	
	See Prospectus, SALE OF THE PORTFOLIO UNDER THE MORTGAGE SALE AGREEMENT.	
	Representations and Warranties	
	Except as stated otherwise, the Seller will give the following representations and warranties in the Mortgage Sale Agreement, with respect to itself, the Loans originated by it and their Related Security, to the Issuer and the Trustee on the Closing Date and, in respect of any Further Advance, on the last calendar day of each month during which an Advance Date has occurred (the "Loan Warranties"):	
	(t) each Loan is payable on a monthly basis and at least one monthly payment has been made in respect of each Loan;	

**SECN 2.2.14R (1)** A securitisation must not be structured so that repayment of investors depends predominantly on the sale of the assets securing the underlying exposures.

(2) Paragraph (1) must not prevent such assets from subsequently being rolled over or refinanced.

(3) If a securitisation's underlying exposures are secured by assets, and the value of those assets is guaranteed or fully mitigated by an obligation on the seller or another third party to repurchase them, that securitisation does not contravene the prohibition in (1).

32	<p><u>STS Criteria (prior to 1 Nov 2024)</u></p> <p>32. 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.</p>	<p><b><u>Verified?</u></b> <b>YES</b></p>
	<p><b><u>STS Criteria</u></b></p> <p><b>2.2.14R (1)</b> A securitisation must not be structured so that repayment of investors depends predominantly on the sale of the assets securing the underlying exposures.</p> <p>(2) Paragraph (1) must not prevent such assets from subsequently being rolled over or refinanced.</p> <p>(3) If a securitisation's underlying exposures are secured by assets, and the value of those assets is guaranteed or fully mitigated by an obligation on the seller or another third party to repurchase them, that securitisation does not contravene the prohibition in (1).</p>	
	<p><b><u>PCS Comments</u></b></p> <p>See Prospectus, <i>THE PORTFOLIO</i>.</p> <p>THE LOANS</p> <p>Characteristics of the Loans</p> <p>Repayment Terms</p> <p>Borrowers typically make payments of interest on, and repay principal of, their Loans using one of the following methods:</p> <ul style="list-style-type: none"> <li>• Repayment Loans: the Borrower makes monthly payments of both interest and principal so that, when the Loan matures, the Borrower will have repaid the full amount of the principal of the Loan.</li> <li>• Interest Only Loans: the Borrower makes monthly payments of interest but not of principal; when the Loan matures, the entire principal amount of the Loan is still outstanding and the Borrower must repay that amount in one lump sum. Where Loans are interest only, proof is required that a suitable repayment mechanism has been put in place.</li> <li>• Part and Part Loans: the Borrower is required to repay part of the principal amount of the Loan by making monthly payments of both interest and principal and to repay the remaining part of the principal amount of the Loan in one lump sum when the Loan matures.</li> </ul> <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>	

**PRA: Article 6 Risk Retention**

1 The originator, sponsor or original lender of a securitisation shall retain on an ongoing basis a material net economic interest in the securitisation of not less than 5%. That interest shall be measured at the origination and shall be determined by the notional value for off-balance-sheet items.

Where the originator, sponsor or original lender have not agreed between them who will retain the material net economic interest, the originator shall retain the material net economic interest.

There shall be no multiple applications of the retention requirements for any given securitisation.

The material net economic interest shall not be split amongst different types of retainers and shall not be subject to any credit-risk mitigation or hedging.

For the purposes of this Article and Chapter 4, an entity shall not be considered to be an originator where the entity has been established or operates for the sole purpose of securitising exposures.

33	<u>STS Criteria (prior to 1 Nov 2024)</u> 33. Article 21.1. The originator, sponsor or original lender shall satisfy the risk retention requirement in accordance with Article 6.	<b>Verified?</b> <b>YES</b>
	<b>STS Criteria</b> <b>FCA: 2.2.15R</b> The originator, sponsor or original lender must satisfy the risk-retention requirement in accordance with SECN 5. <b>PRA: ARTICLE 6 RISK RETENTION</b> 1. The originator, sponsor or original lender of a securitisation shall retain on an ongoing basis a material net economic interest in the securitisation of not less than 5%. That interest shall be measured at the origination and shall be determined by the notional value for off-balance-sheet items. Where the originator, sponsor or original lender have not agreed between them who will retain the material net economic interest, the originator shall retain the material net economic interest.	
	<b>PCS Comments</b> See Prospectus, CERTAIN REGULATORY REQUIREMENTS. UK Securitisation Framework UK risk retention requirements The Seller (in its capacity as originator) will: (a) retain, on an ongoing basis, a material net economic interest of not less than 5 per cent. in the securitisation as required by Article 6(1) of Chapter 2 of the PRA Securitisation Rules; (b) at all relevant times comply with the requirements of Article 7(1)(e)(iii) of Chapter 2 of the PRA Securitisation Rules, by confirming in the UK Investor Reports the risk retention of the Seller as contemplated by Article 6(1) of Chapter 2 of the PRA Securitisation Rules; (c) not change the manner in which it retains such material net economic interest, except to the extent permitted by the PRA Securitisation Rules; and (d) not sell, hedge or otherwise enter into any credit risk mitigation, short position or any other credit risk hedge with respect to its retained material net economic interest, except to the extent permitted by the PRA Securitisation Rules.	



The Seller intends to satisfy the UK Risk Retention Requirements by way of holding an interest in the first loss tranche in accordance with Article 6(3)(d) of Chapter 2 of the PRA Securitisation Rules, through its holding of the Class B Notes. Any change to the manner in which such interest is held will be notified to the Issuer, the Trustee and the Noteholders in accordance with the Conditions.

**SECN 2.2.16 R (1)** The interest rate [...] risks arising from the securitisation must be appropriately mitigated. Any measures taken to that effect must be disclosed.

34	<p>STS Criteria (prior to 1 Nov 2024)</p> <p>34. Article 21.2. The interest rate...risks arising from the securitisation shall be appropriately mitigated.</p>	<p><b>Verified?</b></p> <p><b>YES</b></p>
	<p><b>STS Criteria</b></p> <p><b>2.2.16R (1)</b> The interest rate [...] risks arising from the securitisation must be appropriately mitigated. Any measures taken to that effect must be disclosed.</p>	
	<p><b>PCS Comments</b></p> <p>See Prospectus, <i>RISK FACTORS</i>.</p> <p>RISKS RELATED TO INTEREST RATE ON THE LOANS AND/OR THE NOTES</p> <p>Basis risk</p> <p>The Issuer is subject to:</p> <p>(a) the risk of a mismatch between the interest rate payable in respect of the Loans and the interest rate payable in respect of the Notes; and</p> <p>(b) the risk that any cash held by or on behalf of the Issuer may earn a rate of return below the rate of interest payable on the Notes, which risk is mitigated by (i) the Transaction Account, which pays a rate of interest which may be agreed from time to time on funds standing to the credit thereof and from which the Issuer (or the Cash Manager on its behalf) may invest sums in Authorised Investments, and (ii) (for so long as the Loans are fully performing) the availability of excess Available Revenue Receipts, each of which are available to meet payments of interest due under the Notes and the other expenses of the Issuer.</p> <p>To hedge against the possible variance between various fixed rates of interest payable on the Fixed Rate Loans in the Portfolio and the floating rate of interest payable on the Class A Notes, the Issuer has entered into a fixed rate swap transaction (the "Fixed Rate Swap Transaction") with the Swap Provider under the Swap Agreement in order to mitigate the risk of such possible variance.</p> <p>See Prospectus, <i>KEY STRUCTURAL FEATURES</i>.</p> <p>Swap Agreement</p> <p>The interest rate on the Loans in the Portfolio is payable by reference, or linked, to the Seller Standard Variable Rate, (or the Issuer Variable Rate, as the case may be) and certain fixed rates. However, the interest rate payable by the Issuer with respect of the Notes is an amount calculated by reference to a Compounded Daily SONIA in respect of each Interest Payment Date commencing on the First Interest Payment Date.</p> <p>To hedge against the possible variance between:</p> <p>(a) various fixed rates of interest payable on the Fixed Rate Loans in the Portfolio; and</p>	

(b) the floating rate of interest payable on the Class A Notes,

the Issuer will, on or about the Closing Date, enter into the Swap Agreement with the Swap Provider, being an agreement in the form of a 2002 ISDA Master Agreement (together with a Schedule and Swap Credit Support Annex thereto) and a swap confirmation documenting the fixed rate swap transaction thereunder. The Swap Agreement is not designed to provide a perfect hedge for the Fixed Rate Loans included in the Portfolio or eliminate all risks associated with the mismatch between rates payable in respect of such Fixed Rate Loans and interest rates in respect of the Notes. However, the Fixed Rate Swap Transaction is intended to cover a major share of the interest rate risk present in the context of the Notes.

*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 certain mortgage loans include fixed rate payments, while the notes are floating rate (SONIA linked). An interest rate swap is used in the Transaction to mitigate fixed-to-floating interest rate risk. Information provided in the transaction documents indicate that interest rate risk has been appropriately mitigated.*

35

STS Criteria (prior to 1 Nov 2024)

35. Article 21.2. Currency risks arising from the securitisation shall be appropriately mitigated.

**STS Criteria**

**2.2.16R (1)** The [...] currency risks arising from the securitisation must be appropriately mitigated. Any measures taken to that effect must be disclosed.

**PCS Comments**

Assets:

See Prospectus, *SALE OF THE PORTFOLIO UNDER THE MORTGAGE SALE AGREEMENT*.

Representations and Warranties

Except as stated otherwise, the Seller will give the following representations and warranties in the Mortgage Sale Agreement, with respect to itself, the Loans originated by it and their Related Security, to the Issuer and the Trustee on the Closing Date and, in respect of any Further Advance, on the last calendar day of each month during which an Advance Date has occurred (the "Loan Warranties"):

**Verified?**  
**YES**

(b) each Loan was originated by the Seller as principal in the ordinary course of business and was originated, and is denominated, in Sterling;

*Liabilities:*

See Prospectus, *TERMS AND CONDITIONS OF THE NOTES*.

3. FORM AND DENOMINATION

3.4 For so long as the Notes are represented by a Global Note and Euroclear and Clearstream, Luxembourg so permit, the Notes shall be tradable only in minimal amounts of £100,000 and integral multiples of £1,000 thereafter.

3.5 Certificates evidencing definitive registered Notes in an aggregate principal amount equal to the Principal Amount Outstanding of the Global Notes (the "Definitive Certificates") will be issued in registered form and serially numbered in the circumstances referred to below. Definitive Certificates, if issued, will be issued in the denomination of £100,000 and any amount in excess thereof in integral multiples of £1,000.

8. INTEREST

8.3 Interest Payments

Interest on each Note is payable in Sterling in arrear on each Interest Payment Date commencing on the First Interest Payment Date, in an amount equal to the Interest Amount in respect of such Note for the Interest Period ending on the day immediately preceding such Interest Payment Date.

*Both notes and Loans are denominated in Sterling. In the absence of any currency mismatch, no currency hedging is therefore necessary.*

36

STS Criteria (prior to 1 Nov 2024)

36. Article 21.2. Any measures taken to that effect shall be disclosed.

STS Criteria

**2.2.16R (1)** [...] Any measures taken to that effect must be disclosed.

PCS Comments

See points 34 and 35 above.

**Verified?**  
**YES**

**SECN 2.2.16 R (2)** The securitisation must be structured such that: (a) the SSPE does not enter into derivative contracts, unless to hedge interest rate or currency risk; and (b) the pool of underlying exposures does not include derivatives.

**(3)** Any derivatives into which the SSPE does enter in accordance with (2)(a) must be underwritten and documented according to common standards in international finance.

37	<u>STS Criteria (prior to 1 Nov 2024)</u> 37. Article 21.2. Except for the purpose of hedging currency risk or interest rate risk, the SSPE shall not enter into derivative contracts and...	<b>Verified?</b> <b>YES</b>
	<b>STS Criteria</b> <b>2.2.16 R (2)</b> The securitisation must be structured such that: (a) the SSPE does not enter into derivative contracts, unless to hedge interest rate or currency risk; and [...]	
	<b>PCS Comments</b> See Prospectus, <i>ISSUER</i> . Except for the purpose of hedging interest-rate or currency risk, the Issuer will not enter into derivative contracts for the purposes of SECN 2.2.16R.	
38	<u>STS Criteria (prior to 1 Nov 2024)</u> 38. Article 21.2. ...Shall ensure that the pool of underlying exposures does not include derivatives.	<b>Verified?</b> <b>YES</b>
	<b>STS Criteria</b> <b>2.2.16R (2)</b> [...] The securitisation must be structured such that: (b) the pool of underlying exposures does not include derivatives.	
	<b>PCS Comments</b> See Prospectus, <i>THE PORTFOLIO</i> . THE LOANS Other characteristics The Loans do not include any transferable securities, any securitisation positions or any derivatives, in each case on the basis that the Loans have been entered into substantially on the terms of similar standard documentation for residential mortgage loans.	
39	<u>STS Criteria (prior to 1 Nov 2024)</u> 39. Article 21.2. Those derivatives shall be underwritten and documented according to common standards in international finance.	<b>Verified?</b> <b>YES</b>
	<b>STS Criteria</b> <b>2.2.16R (3)</b> Any derivatives into which the SSPE does enter in accordance with (2)(a) must be underwritten and documented according to common standards in international finance.	
	<b>PCS Comments</b> See Prospectus, <i>KEY STRUCTURAL FEATURES</i> .	

**Swap Agreement**

To hedge against the possible variance between:

- (a) various fixed rates of interest payable on the Fixed Rate Loans in the Portfolio; and
- (b) the floating rate of interest payable on the Class A Notes,

the Issuer will, on or about the Closing Date, enter into the Swap Agreement with the Swap Provider, being an agreement in the form of a 2002 ISDA Master Agreement (together with a Schedule and Swap Credit Support Annex thereto) and a swap confirmation documenting the fixed rate swap transaction thereunder. The Swap Agreement is not designed to provide a perfect hedge for the Fixed Rate Loans included in the Portfolio or eliminate all risks associated with the mismatch between rates payable in respect of such Fixed Rate Loans and interest rates in respect of the Notes. However, the Fixed Rate Swap Transaction is intended to cover a major share of the interest rate risk present in the context of the Notes.

See Prospectus, *GLOSSARY*.

"Swap Agreement" means the swap agreement between the Issuer and the Swap Provider thereunder dated on or about the Closing Date, consisting of a 2021 ISDA Master Agreement together with a Schedule thereto, a credit support annex and a confirmation documenting the Fixed Rate Swap Transaction, in each case, as such may be amended from time to time, and/or any successive or replacement swap agreement entered into by the Issuer from time to time.

See also underlying swap documents.

**SECN 2.2.17R** Any referenced interest payments under the securitisation assets and liabilities must:

- (1) be based on generally used market interest rates or generally used sectoral rates reflective of the cost of funds; and
- (2) not reference complex formulae or derivatives.

**40****STS Criteria (prior to 1 Nov 2024)**

40. 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.

**STS Criteria**

**2.2.17R** Any referenced interest payments under the securitisation assets and liabilities must:

- (1) be based on generally used market interest rates or generally used sectoral rates reflective of the cost of funds; and
- (2) not reference complex formulae or derivatives.

**PCS Comments**

See Prospectus,

Assets:

See Prospectus, *THE PORTFOLIO*.

THE LOANS

**Verified?**  
**YES**

## Characteristics of the Loans

## Interest Payments

The Loans in the Portfolio have one or more of the following interest terms:

- "Fixed Rate Loans" means Loans subject to a fixed interest rate for a specified period of time and which at the expiration of that period generally convert to Variable Rate Loans. An early repayment charge may be payable in respect of these Loans for a set period of time, which generally corresponds with the term of the fixed interest rate.
- "Variable Rate Loans" means Loans subject to a rate of interest linked to the Seller Standard Variable Rate or Issuer Variable Rate, as the case may be, for the life of the Loan or until an alternative product that the Borrower qualifies for is selected by the Borrower. Variable Rate Loans will not usually have an early repayment charge.
- "Discount Rate Loans": means Loans which allow the Borrower, for a set period of time or for the life of the Loan, to pay interest at a specified discount to the Seller Standard Variable Rate or Issuer Variable Rate, as the case may be. At the end of the discounted period, generally the Loans convert to a Variable Rate Loan. An early repayment charge may be payable in respect of these Loans for a set period of time, which generally corresponds with the term of the discounted interest rate.

See Prospectus, *GLOSSARY*.

"Issuer Variable Rate" means any variable rate applicable to a Variable Rate Loan in the Portfolio.

"Seller Standard Variable Rate" or "SVR" means any variable mortgage rate set by NBS by reference to the general level of interest rates and competitor rates in the UK mortgage market and, as at the Closing Date, is [6.75] per cent. per annum.

*Liabilities:*

See Prospectus,

## Interest Rate

## Class A

Compounded Daily SONIA plus the relevant Margin

## Class B

Compounded Daily SONIA plus the relevant Margin

**SECN 2.2.18R** If an enforcement or an acceleration notice has been delivered:

- (1) no cash may be trapped in the SSPE above what is needed to ensure the SSPE's operational functioning or the orderly repayment of investors under the securitisation's contractual terms. However, an amount of cash may be so trapped if exceptional circumstances require it to be used (in the investors' best interests) to pay expenses to prevent deterioration in the underlying exposures' credit quality;
- (2) principal receipts from the underlying exposures must be passed to investors via sequential amortisation of the securitisation positions, as determined by the securitisation positions' seniority;
- (3) repayment of the securitisation positions must not be reversed with regard to their seniority; and
- (4) no provisions may require automatic liquidation of the underlying exposures at market value.

41	<p><u>STS Criteria (prior to 1 Nov 2024)</u></p> <p>41. Article 21.4. Where an enforcement or an acceleration notice has been delivered:</p> <p>(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;</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><u>STS Criteria</u></p> <p><b>2.2.18R</b> If an enforcement or an acceleration notice has been delivered:</p> <p>(1) no cash may be trapped in the SSPE above what is needed to ensure the SSPE's operational functioning or the orderly repayment of investors under the securitisation's contractual terms. However, an amount of cash may be so trapped if exceptional circumstances require it to be used (in the investors' best interests) to pay expenses to prevent deterioration in the underlying exposures' credit quality;</p>	
	<p><u>PCS Comments</u></p> <p>See Prospectus, <i>CASHFLOWS AND CASH MANAGEMENT</i>.</p> <p>Application of Revenue Receipts, Principal Receipts and other monies of the Issuer following the service of an Enforcement Notice</p> <p><i>Post-Acceleration priority of payments indicates that no cash is trapped.</i></p>	
42	<p><u>STS Criteria (prior to 1 Nov 2024)</u></p> <p>42. Article 21.4. (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;</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><u>STS Criteria</u></p> <p><b>2.2.18R</b> If an enforcement or an acceleration notice has been delivered:</p> <p>(2) principal receipts from the underlying exposures must be passed to investors via sequential amortisation of the securitisation positions, as determined by the securitisation positions' seniority;</p>	
	<p><u>PCS Comments</u></p> <p>See Prospectus, <i>CASHFLOWS AND CASH MANAGEMENT</i>.</p>	

	Application of Revenue Receipts, Principal Receipts and other monies of the Issuer following the service of an Enforcement Notice <i>Principal is paid sequentially under post enforcement order of priority.</i>	
43	<u>STS Criteria (prior to 1 Nov 2024)</u> 43. Article 21.4. (c) Repayment of the securitisation positions shall not be reversed with regard to their seniority; and	<b>Verified?</b> <b>YES</b>
	<u>STS Criteria</u> <b>2.2.18R</b> If an enforcement or an acceleration notice has been delivered: (3) repayment of the securitisation positions must not be reversed with regard to their seniority; and	
	<u>PCS Comments</u> See Prospectus, <i>CASHFLOWS AND CASH MANAGEMENT</i> . Application of Revenue Receipts, Principal Receipts and other monies of the Issuer following the service of an Enforcement Notice <i>The priority of payments post-enforcement maintains repayment in line with seniority.</i>	
44	<u>STS Criteria (prior to 1 Nov 2024)</u> 44. Article 21.4. (d) No provisions shall require automatic liquidation of the underlying exposures at market value.	<b>Verified?</b> <b>YES</b>
	<u>STS Criteria</u> <b>2.2.18R</b> If an enforcement or an acceleration notice has been delivered: (4) no provisions may require automatic liquidation of the underlying exposures at market value.	
	<u>PCS Comments</u> See Prospectus, <i>TERMS AND CONDITIONS OF THE NOTES</i> . 14. ENFORCEMENT See also underlying transaction documents: Deed of Charge 9. ENFORCEMENT Trust Deed 11. ENFORCEMENT 12. PROCEEDINGS, ACTIONS AND INDEMNIFICATION	



**SECN 2.2.19R** Transactions featuring non-sequential priority of payments must 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 must include the deterioration in the credit quality of the underlying exposures below a predetermined threshold.

45	<u>STS Criteria (prior to 1 Nov 2024)</u>	<b>Verified?</b> <b>YES</b>
	45. 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.	
	<u>STS Criteria</u> <b>2.2.19R</b> Transactions featuring non-sequential priority of payments must 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 must include the deterioration in the credit quality of the underlying exposures below a predetermined threshold.	
<u>PCS Comments</u> See Prospectus, <i>CASHFLOWS AND CASH MANAGEMENT</i> . <i>The transaction does not feature non-sequential priorities of payment.</i>		

**SECN 2.2.20R** The transaction documentation must include appropriate early amortisation provisions or, in the case of a revolving securitisation, triggers for termination of the revolving period, including in the following circumstances:

- (1) the underlying exposures' credit quality deteriorating to or below a predetermined threshold;
- (2) an insolvency-related event with regard to the originator or the servicer occurring;
- (3) the value of the underlying exposures falling below a predetermined threshold (early amortisation event); and
- (4) failing to generate sufficient new underlying exposures meeting the predetermined credit quality (trigger for termination of the revolving period).

46	<u>STS Criteria (prior to 1 Nov 2024)</u>	<b>Verified?</b> <b>YES</b>
	46. 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;	
	<u>STS Criteria</u> <b>2.2.20R</b> The transaction documentation must include appropriate early amortisation provisions or, in the case of a revolving securitisation, triggers for termination of the revolving period, including in the following circumstances: <b>(1)</b> the underlying exposures' credit quality deteriorating to or below a predetermined threshold;	
<u>PCS Comments</u> <i>Not applicable, the transaction is not a revolving transaction.</i>		

47	<u>STS Criteria (prior to 1 Nov 2024)</u> 47. Article 21.6. (b) the occurrence of an insolvency-related event with regard to the originator or the servicer;	<b><u>Verified?</u></b> <b>YES</b>
	<b><u>STS Criteria</u></b> <b>2.2.20R (2)</b> an insolvency-related event with regard to the originator or the servicer occurring;	
	<b><u>PCS Comments</u></b> <i>Not applicable – transaction does not feature a revolving period.</i>	
48	<u>STS Criteria (prior to 1 Nov 2024)</u> 48. Article 21.6. (c) the value of the underlying exposures held by the SSPE falls below a pre-determined threshold (early amortisation event);	<b><u>Verified?</u></b> <b>YES</b>
	<b><u>STS Criteria</u></b> <b>2.2.20R (3)</b> the value of the underlying exposures falling below a predetermined threshold (early amortisation event);	
	<b><u>PCS Comments</u></b> <i>Not applicable – transaction does not feature a revolving period.</i>	
49	<u>STS Criteria (prior to 1 Nov 2024)</u> 49. Article 21.6. (d) a failure to generate sufficient new underlying exposures that meet the pre-determined credit quality (trigger for termination of the revolving period).	<b><u>Verified?</u></b> <b>YES</b>
	<b><u>STS Criteria</u></b> <b>2.2.20R (4)</b> failing to generate sufficient new underlying exposures meeting the predetermined credit quality (trigger for termination of the revolving period).	
	<b><u>PCS Comments</u></b> <i>Not applicable – transaction does not feature a revolving period.</i>	

**SECN 2.2.21R** The transaction documentation must clearly specify:

- (1) the servicer's, any trustee's and other ancillary service providers' contractual obligations, duties and responsibilities;
- (2) the processes and responsibilities necessary to ensure that the servicer's default or insolvency does not result in servicing terminating, such as a contractual provision enabling the servicer to be replaced in such cases; and
- (3) provisions ensuring derivative counterparties, liquidity providers and the account bank are replaced in the case of their default, insolvency and other specified events, where applicable.

<p><b>50</b> <u>STS Criteria (prior to 1 Nov 2024)</u></p> <p>50. Article 21.7. The transaction documentation shall clearly specify:</p> <p>(a) the contractual obligations, duties and responsibilities of the servicer and the trustee, if any, and other ancillary service providers;</p> <p><b>STS Criteria</b></p> <p><b>2.2.21R</b> The transaction documentation must clearly specify:</p> <p>(1) the servicer's, any trustee's and other ancillary service providers' contractual obligations, duties and responsibilities;</p>	<p><b>Verified?</b> <b>YES</b></p>
<p><b>PCS Comments</b></p> <p>See Prospectus, <i>THE SERVICER AND THE SERVICING AGREEMENT</i>.</p> <p>See Prospectus, <i>TERMS AND CONDITIONS OF THE NOTES</i>.</p> <p><i>including</i></p> <p>14. ENFORCEMENT</p> <p>15. NO ACTION BY NOTEHOLDERS OR ANY OTHER SECURED CREDITOR</p> <p>16. MEETINGS OF NOTEHOLDERS</p> <p>17. MODIFICATION AND WAIVER</p> <p>21. TRUSTEE AND AGENTS</p> <p>See Prospectus, <i>OVERVIEW OF CREDIT STRUCTURE AND CASHFLOWS</i>.</p> <p>See Prospectus, <i>KEY STRUCTURAL FEATURES</i>.</p> <p>See Prospectus, <i>CASHFLOWS AND CASH MANAGEMENT</i>.</p> <p>See also underlying transaction documents, which also describe the obligations and responsibilities of various service providers:</p> <p>Servicing Agreement, Deed of Charge, Trust Deed, Account Bank Agreement, Agency Agreement, Cash Management Agreement, Corporate Services Agreement, Custody Agreement, Risk Retention Letter, Swap Agreement.</p>	

51	<p><u>STS Criteria (prior to 1 Nov 2024)</u></p> <p>51. Article 21.7. (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><b>Verified?</b> <b>YES</b></p>
	<p><b>STS Criteria</b></p> <p><b>2.2.21R (2)</b> the processes and responsibilities necessary to ensure that the servicer's default or insolvency does not result in servicing terminating, such as a contractual provision enabling the servicer to be replaced in such cases;</p>	
	<p><b>PCS Comments</b></p> <p>See Prospectus, <i>THE SERVICER AND THE SERVICING AGREEMENT</i>.</p> <p>Removal or Resignation of the Servicer</p> <p>If any of the following events (each a "Servicer Termination Event") shall occur:</p> <p>(a) default is made by the Servicer in the payment on the due date of any payment due and payable by it under the Servicing Agreement or any other Transaction Document and such default continues unremedied for a period of thirty Business Days after the earlier of the Servicer becoming aware of such default and receipt by the Servicer of written notice from the Issuer or (following service of an Enforcement Notice) the Trustee requiring the same to be remedied; or</p> <p>(b) default is made by the Servicer in the performance or observance of any of its other covenants and obligations under the Servicing Agreement or any other Transaction Document, which in the opinion of the Trustee is materially prejudicial to the interests of the most senior class of Noteholders (which determination shall be conclusive and binding on all other Secured Creditors) and such default continues unremedied for a period of 30 Business Days after the earlier of:</p> <p>(i) the Servicer becoming aware of such default; or</p> <p>(ii) receipt by the Servicer of written notice from the Issuer or (following service of an Enforcement Notice) the Trustee requiring the same to be remedied,</p> <p>provided however that where the relevant default and receipt of notice of such default occurs as a result of a default by any person to whom the Servicer has sub-contracted or delegated part of its obligations hereunder, such default shall not constitute a Servicer Termination Event if, within such period of 30 Business Days, the Servicer terminates the relevant sub-contracting or delegation arrangements and takes such steps as the Issuer or (following service of an Enforcement Notice) the Trustee may in its absolute discretion specify to remedy such default or to indemnify the Issuer and/or the Trustee against the consequences of such default;</p> <p>(c) a Servicer Insolvency Event occurs in relation to the relevant Servicer (in this context, "Servicer Insolvency Event" has, for so long as the Seller is the Servicer, the same meaning as Seller Insolvency Event (as defined in "The Portfolio - Sale of the Portfolio under the Mortgage Sale Agreement" above but any reference to the Seller shall be deemed to be replaced with a reference to the Servicer),</p> <p>then (prior to the delivery of an Enforcement Notice and with the prior written consent of the Trustee) the Issuer or (after delivery of an Enforcement Notice) the Trustee (in the case of (a) or (b)) may, at once or at any time thereafter while such default continues, and (in the case of (c)) shall, at once, by notice in writing to the Servicer terminate its appointment as Servicer under the Servicing Agreement with effect from a date (not earlier than the date of the notice) specified in the notice, provided that a substitute Servicer has been appointed and such appointment to be effective not later than the date of such termination.</p> <p>Subject to the fulfilment of a number of conditions (including the appointment of a substitute Servicer), a Servicer may voluntarily resign by giving not less than 12 months' notice to the Issuer and the Trustee, provided that a substitute Servicer has been appointed and such appointment to be effective not later than the date of such termination. The substitute Servicer is required to have experience of administering mortgages in the United Kingdom and to enter into a Servicing Agreement with the Issuer and the Trustee substantially on the same terms as the relevant provisions of the Servicing Agreement.</p>	

If the appointment of the Servicer is terminated, the Servicer must deliver the Title Information Documents and Loan Files relating to the Loans and Related Security to, or at the direction of, the Issuer.

Where a substitute Servicer is appointed following the occurrence of a Servicer Termination Event, or following the voluntary resignation by the Servicer, the Issuer's costs and expenses associated with the transfer of administration to the substitute Servicer (the "Transfer Costs") will be paid by the Seller. Where the Seller fails to pay such Transfer Costs, the Issuer shall pay such Transfer Costs in accordance with the Pre-Enforcement Revenue Priority of Payments.

The Servicing Fee payable to a substitute Servicer will be agreed by the Issuer and the substitute Servicer prior to its appointment.

[...]

#### Back-Up Servicer Facilitator

Under the Servicing Agreement, upon the occurrence of a Servicer Termination Event and the termination of the appointment of the Servicer, in accordance with the provisions of the Servicing Agreement, or following the resignation of the Servicer, the Back-Up Servicer Facilitator shall use best endeavours to identify, on behalf of the Issuer or (after the service of an Enforcement Notice) the Trustee, a suitable successor servicer in accordance with the terms of the Servicing Agreement, which process shall be commenced by no later than 10 Business Days after the Back-Up Servicer Facilitator became aware of the service of a termination notice by the Issuer or resignation notice by the Servicer. The Back-Up Servicer Facilitator shall use its reasonable endeavours to procure that a replacement Servicer meeting the requirements set out in the Servicing Agreement is appointed within 30 calendar days of the occurrence of the applicable Servicer Termination Event or resignation. The Servicer shall continue to provide the duties under the Servicing Agreement until a replacement Servicer is appointed in accordance with the terms of the Servicing Agreement.

See also underlying transaction documents: Servicing Agreement.

#### 17. TERMINATION

##### 17.1 Servicer Termination Event

#### 18. APPOINTMENT OF BACK-UP SERVICER FACILITATOR

#### 19. TERMINATION OF BACK-UP SERVICER FACILITATOR

**52** STS Criteria (prior to 1 Nov 2024)  
52. Article 21.7. (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.

#### STS Criteria

**2.2.21R (3)** provisions ensuring derivative counterparties, liquidity providers and the account bank are replaced in the case of their default, insolvency and other specified events, where applicable.

#### PCS Comments

*Derivative counterparty:*

See Prospectus, *TRIGGERS TABLES*.

Rating Triggers Table

Transaction Party

**Verified?**  
**YES**

Swap Provider (or any credit support provider from time to time in respect of the Swap Provider):

Issuer Account Bank:

See Prospectus, *KEY STRUCTURAL FEATURES*.

Ratings Downgrade of Swap Provider

If, at any time following the Closing Date, the short-term or long-term, unsecured and unsubordinated debt obligations of the Swap Provider (or any credit support provider from time to time in respect of the Swap Provider), as applicable, are downgraded by a Rating Agency below the required ratings specified in "Triggers Tables–Rating Triggers Table" for the Swap Provider (or any credit support provider from time to time in respect of the Swap Provider, as applicable), the Swap Provider will be required to take certain remedial measures as described in "Triggers Tables–Rating Triggers Table". A failure to take such steps will allow the Issuer to terminate the Swap Agreement.

Replacement of the Swap Agreement

Replacement upon early termination

In the event that the Swap Agreement is terminated prior to its scheduled termination date, and prior to the service of an Enforcement Notice or the redemption in full of all outstanding Notes, the Issuer shall use its reasonable efforts to enter into a replacement swap agreement. There can be no assurance that the Issuer will be able to enter into a replacement swap agreement or, if one is entered into, as to the terms of the replacement swap agreement or the credit rating of the replacement swap provider.

Account Bank:

See Prospectus, *THE SERVICER AND THE SERVICING AGREEMENT*.

Replacement Collection Account Bank

Upon the occurrence of an Insolvency Event in respect of the Collection Account Bank, the Servicer will immediately notify the Issuer and the Trustee of such occurrence and shall, in accordance with the terms of the Servicing Agreement, use commercially reasonable endeavours to open a replacement collection account in the name of the Seller with a different entity.

See Prospectus, *KEY STRUCTURAL FEATURES*.

Transaction Account

If, at any time (i) both the short term issuer default rating (or deposit rating, if assigned) of the Issuer Account Bank is downgraded to less than F1 by Fitch and the long term issuer default rating (or deposit rating, if assigned) of the Issuer Account Bank is downgraded to less than A by Fitch; or (ii) the long-term bank deposits rating of the Issuer Account Bank is downgraded below a rating of A3 by Moody's or a short-term issuer default rating of at least P1 by Moody's (or (in each case) such other short term or long term rating which is otherwise acceptable to the relevant Rating Agency) (the "Issuer Account Bank Required Minimum Rating"), the Issuer will be required, in order to maintain the ratings of the Class A Notes at their then current rating, within 60 days of breach, to either (a) close the Transaction Account and each Swap Collateral Account and procure that all amounts standing to the credit thereof are transferred by, or on behalf of, the Issuer to accounts held with a financial institution which satisfies the Issuer Account Bank Required Minimum Rating (the "Replacement Account Bank"), or (b) procure that a guarantee of the Issuer Account Bank's obligations under the Account Bank Agreement is obtained from a financial institution which satisfies the Issuer Account Bank Required Minimum Rating, or (c) obtain a Ratings Confirmation or procure that the Issuer Account Bank takes such other actions as may be reasonably requested by the parties to the Account Bank Agreement to ensure that the rating of the Class A Notes immediately prior to the breach is not adversely affected by the breach.

See also underlying transaction documents, Account Bank Agreement.

12. TERMINATION

**SECN 2.2.22R** The servicer must have:

- (1) expertise in servicing exposures of a similar nature to those securitised; and  
 (2) well-documented and adequate policies, procedures and risk-management controls relating to the exposures' servicing.

53	<u>STS Criteria (prior to 1 Nov 2024)</u> 53. Article 21.8. The servicer shall have expertise in servicing exposures of a similar nature to those securitised	<u>Verified?</u> YES
	<u>STS Criteria</u> 2.2.22R The servicer must have: (1) expertise in servicing exposures of a similar nature to those securitised; and	
	<u>PCS Comments</u> See Prospectus, <i>NEWCASTLE BUILDING SOCIETY</i> .  NBS has significantly more than five years of experience originating, underwriting and servicing mortgage loans of a similar nature to those securitised in the Portfolio. <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>	
54	<u>STS Criteria (prior to 1 Nov 2024)</u> 54. Article 21.8. And shall have well documented and adequate policies, procedures and risk management controls relating to the servicing of exposures.	<u>Verified?</u> YES
	<u>STS Criteria</u> 2.2.22R (2) well-documented and adequate policies, procedures and risk-management controls relating to the exposures’ servicing.	
	<u>PCS Comments</u> See Prospectus, <i>NEWCASTLE BUILDING SOCIETY</i> .  Introduction  NBS is the largest building society based in the North East of England and the seventh largest building society in the UK based on asset size, with Group assets as at 31 December 2024 of £6,556.2 million (31 December 2023: £6,223.2 million).  Constitution  NBS is registered under, and operates in accordance with, the Act, and operates in accordance with the Act, regulations made thereunder and its Rules and Memorandum. NBS is an incorporated building society for the purposes of the Act and is authorised and regulated by the PRA and regulated by the FCA and the PRA under the firm reference number 156058.  <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>	

**SECN 2.2.23R (1)** The transaction documentation must clearly and consistently set out definitions, remedies and actions relating to:  
(a) delinquency and default of debtors; (b) debt restructuring; (c) debt forgiveness; (d) forbearance; (e) payment holidays; (f) losses; (g) charge offs; (h) recoveries; and (i) other asset performance remedies.

55	<p><u>STS Criteria (prior to 1 Nov 2024)</u></p> <p>55. Article 21.9. 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><b><u>Verified?</u></b> <b>YES</b></p>
	<p><b><u>STS Criteria</u></b></p> <p><b>2.2.23R (1)</b> The transaction documentation must clearly and consistently set out definitions, remedies and actions relating to: (a) delinquency and default of debtors; (b) debt restructuring; (c) debt forgiveness; (d) forbearance; (e) payment holidays; (f) losses; (g) charge offs; (h) recoveries; and (i) other asset performance remedies.</p>	
	<p><b><u>PCS Comments</u></b></p> <p>See Prospectus, <i>THE PORTFOLIO</i>.</p> <p>Arrears policy</p> <p>Arrears and default of borrowers, debt restructuring, forbearance, losses, charge-offs, recoveries and other asset performance remedies and actions are defined in accordance with the Seller's procedures and arrears and possession policies as they apply to the Loans from time to time.</p> <p>The Seller identifies a Loan as being in arrears where any amount remains unpaid on its due payment date. Borrowers then become subject to collection activity by the Servicer.</p> <p>[...]</p> <p>Procedure for Loans</p> <p>(d) Serious Arrears, Default and litigation</p> <p>(e) Losses and write offs</p> <p>See Prospectus, <i>THE SERVICER AND THE SERVICING AGREEMENT</i>.</p> <p>Arrears and Default Procedures</p>	



**SECN 2.2.23 R(2)** The transaction documentation must clearly specify:

(2) The transaction documentation must clearly specify:

(a) the priorities of payment and events triggering any change to these; and

(b) the obligation to report such events.

(3) Any change in the priorities of payments which will materially adversely affect a securitisation position's repayment must be reported to investors without undue delay.

56	<p><u>STS Criteria (prior to 1 Nov 2024)</u></p> <p>56. Article 21.9. The transaction documentation shall clearly specify the priorities of payment,</p>	<p><b><u>Verified?</u></b> <b>YES</b></p>
	<p><b><u>STS Criteria</u></b></p> <p><b>2.2.23 R (2)</b> The transaction documentation must clearly specify:</p> <p>(a) the priorities of payment [...]</p>	
	<p><b><u>PCS Comments</u></b></p> <p>See Prospectus, <i>CASHFLOWS AND CASH MANAGEMENT</i>.</p> <p>Application of Available Revenue Receipts prior to the service of an Enforcement Notice by the Trustee on the Issuer</p> <p>Application of Available Principal Receipts prior to the service of an Enforcement Notice by the Trustee on the Issuer</p> <p>Application of Revenue Receipts, Principal Receipts and other monies of the Issuer following the service of an Enforcement Notice</p> <p>See underlying transaction documents, Cash Management Agreement.</p> <p>SCHEDULE 1 CASH MANAGEMENT SERVICES</p> <p>PART 4 PRIORITIES OF PAYMENT</p>	
57	<p><u>STS Criteria (prior to 1 Nov 2024)</u></p> <p>57. Article 21.9. The transaction documentation shall clearly specify the events which trigger changes in such priorities of payment.</p>	<p><b><u>Verified?</u></b> <b>YES</b></p>
	<p><b><u>STS Criteria</u></b></p> <p><b>2.2.23R (2)</b> The transaction documentation must clearly specify:</p> <p>(a) [...] events triggering any change to these (the priorities of payment);</p>	
	<p><b><u>PCS Comments</u></b></p> <p>See Prospectus,</p> <p>13. EVENTS OF DEFAULT</p>	

58	<u>STS Criteria (prior to 1 Nov 2024)</u> 58. Article 21.9. The transaction documentation shall clearly specify the obligation to report such events.	<b>Verified?</b> <b>YES</b>
	<b>STS Criteria</b> <b>2.2.23R (2)</b> The transaction documentation must clearly specify: (b) the obligation to report such events.	
	<b>PCS Comments</b> See Prospectus, <i>CASHFLOWS AND CASH MANAGEMENT</i> . Reporting under the PRA Securitisation Rules and the EU Securitisation Regulation Any change in the Priority of Payments and any events which trigger such a change shall be disclosed without undue delay to the extent required under Article 21(9) of the EU Securitisation Regulation and the UK Securitisation Framework, in particular, SECN 2.2.23R.	
59	<u>STS Criteria (prior to 1 Nov 2024)</u> 59. Article 21.9. 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.	<b>Verified?</b> <b>YES</b>
	<b>STS Criteria</b> <b>2.2.23R (3)</b> Any change in the priorities of payments which will materially adversely affect a securitisation position's repayment must be reported to investors without undue delay.	
	<b>PCS Comments</b> See comment 60 above.	

**SECN 2.2.24R** The transaction documentation must include clear:

- (1) provisions facilitating timely resolution of conflicts between different classes of investors; (2) definitions of voting rights; (3) allocation of voting rights to classes of investor; and (4) identification of responsibilities of the trustee and other entities with fiduciary duties to investors.

**60** STS Criteria (prior to 1 Nov 2024)

60. 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

**STS Criteria**

**2.2.24R** The transaction documentation must include clear:

- (1) provisions facilitating timely resolution of conflicts between different classes of investors; (2) definitions of voting rights; (3) allocation of voting rights to classes of investor; and [...]

**PCS Comments**

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

Noteholders Meeting provisions:

Notice period:

Location:

Quorum:

Required majority for passing an Extraordinary Resolution

Written Resolution:

See also underlying transaction documents, Trust Deed.

SCHEDULE 4

PROVISIONS FOR MEETINGS OF NOTEHOLDERS

*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. PCS notes that the Prospectus and Trust Deed cover the five provisions detailed in the EBA Guidelines.*

*(a) the method for calling meetings; as for method: Prospectus, OVERVIEW OF RIGHTS OF NOTEHOLDERS AND RELATIONSHIP WITH OTHER SECURED CREDITORS, Prior to an Event of Default; Following an Event of Default; (b) the maximum timeframe for setting up a meeting: Prospectus, OVERVIEW OF RIGHTS OF NOTEHOLDERS AND RELATIONSHIP WITH OTHER SECURED CREDITORS, Noteholders Meeting provisions; (c) the required quorum: Prospectus, OVERVIEW OF RIGHTS OF NOTEHOLDERS AND RELATIONSHIP WITH OTHER SECURED CREDITORS, Noteholders Meeting provisions; Quorum: (d) the minimum threshold of votes to validate such a decision, with clear differentiation between the minimum thresholds for each type of decision: Prospectus, OVERVIEW OF RIGHTS OF NOTEHOLDERS AND RELATIONSHIP WITH OTHER SECURED CREDITORS, Noteholders Meeting provisions; Required majority for passing an Extraordinary Resolution, Written Resolution; (e) where applicable, a location for the meetings which should be in the UK: Prospectus, OVERVIEW OF RIGHTS OF NOTEHOLDERS AND RELATIONSHIP WITH OTHER SECURED CREDITORS, Noteholders Meeting provisions; Location: A venue in the United Kingdom as notified to Noteholders.*

**Verified?**  
**YES**

**SECN 2.2.24R** The transaction documentation must include clear:

**(4)** [...] identification of responsibilities of the trustee and other entities with fiduciary duties to investors.

61	<u>STS Criteria (prior to 1 Nov 2024)</u> 61. Article 21.10. and the responsibilities of the trustee and other entities with fiduciary duties to investors shall be clearly identified.	<u>Verified?</u> YES	
	<u>STS Criteria</u> 2.2.24 R(4) [...] identification of responsibilities of the trustee and other entities with fiduciary duties to investors.		
	<u>PCS Comments</u> See Prospectus, <i>OVERVIEW OF THE TERMS AND CONDITIONS OF THE NOTES</i> . See Prospectus, <i>OVERVIEW OF RIGHTS OF NOTEHOLDERS AND RELATIONSHIP WITH OTHER SECURED CREDITORS</i> . See Prospectus, <i>TERMS AND CONDITIONS OF THE NOTES</i> . See also underlying transaction documents, Trust Deed.		

SECN 2.2.25R Before pricing or original commitment to invest, the originator and the sponsor must make available to potential investors: (1) data covering a period of at least 5 years about static and dynamic historical default and loss performance, such as delinquency and default data, for substantially similar exposures to those being securitised; and (2) the sources of the data in (1) and the reasons those exposures are substantially similar exposures to those being securitised.		
62	<u>STS Criteria (prior to 1 Nov 2024)</u> 62. 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,	<u>Verified?</u> YES
	<u>STS Criteria</u> 2.2.25R Before pricing or original commitment to invest, the originator and the sponsor must make available to potential investors: (1) data covering a period of at least 5 years about static and dynamic historical default and loss performance, such as delinquency and default data, for substantially similar exposures to those being securitised; and (2) the sources of the data in (1) and the reasons those exposures are substantially similar exposures to those being securitised.	
	<u>PCS Comments</u> See Prospectus, <i>STATISTICAL INFORMATION ON THE PROVISIONAL PORTFOLIO</i> .  Historical and Other Information  Static and dynamic historical performance data in relation to the Loans originated by the Seller will be made available on the SR Website. Such information will cover a period of at least 5 years.  See Prospectus, <i>OVERVIEW OF RIGHTS OF NOTEHOLDERS AND RELATIONSHIP WITH OTHER SECURED CREDITORS</i> .  Provision of Information to the Noteholders  For so long as any Notes remain outstanding, the Seller will in its capacity as the designated reporting entity pursuant to Chapter 2, Article 7(2) of the PRA Securitisation Rules and Article 7(2) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date):  (h) make available, to the extent required by SECN 2.2.25, static and dynamic historical performance data in relation to owner-occupied mortgage loans originated by NBS (through the SR Website) and ensure that such information covers a period of at least 5 years;	
63	<u>STS Criteria (prior to 1 Nov 2024)</u> 63. Article 22.1. and the sources of those data and the basis for claiming similarity, to potential investors before pricing.	<u>Verified?</u> YES
	<u>STS Criteria</u> 2.2.25R (2) the sources of the data in (1) and the reasons those exposures are substantially similar exposures to those being securitised.	
	<u>PCS Comments</u> See point 62 above.	

64	<u>STS Criteria (prior to 1 Nov 2024)</u> 64. Article 22.1. Those data shall cover a period no shorter than five years.	<u>Verified?</u> YES
	<u>STS Criteria</u> 2.2.25R (1) data covering a period of at least 5 years about static and dynamic historical default and loss performance,	
	<u>PCS Comments</u> See point 62 above.	

<b>SECN 2.2.26R (1)</b> An appropriate and independent external party must verify a sample of the underlying exposures before the securities resulting from the securitisation are issued. <b>(2)</b> That verification must confirm that the data disclosed in respect of the underlying exposures is accurate.		
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65	<u>STS Criteria (prior to 1 Nov 2024)</u> 65. 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,	<u>Verified?</u> YES
	<u>STS Criteria</u> 2.2.26R (1) An appropriate and independent external party must verify a sample of the underlying exposures before the securities resulting from the securitisation are issued.	
	<u>PCS Comments</u>  See Prospectus, <i>CERTAIN REGULATORY REQUIREMENTS</i> .  Verification of data  The Seller has caused the compliance of all Loans in the Provisional Portfolio with certain eligibility criteria and a sample of the Loans included in the Provisional Portfolio together with the data disclosed in respect of those Loans to be verified by one or more appropriate and independent third parties. A sample of Loans selected from a pool of eligible loans originated by NBS (and which includes the Provisional Portfolio) as at 28 February 2025 has been subject to an agreed upon procedures review conducted by a third-party and completed on or about [●]. This independent third party has also performed agreed upon procedures in order to check the compliance of all Loans with certain eligibility criteria and that the stratification tables disclosed in respect of the Loans are accurate. The third party undertaking the review has reported the factual findings to the parties to the engagement letter. The third party undertaking the review only accepts a duty of care to the parties to the engagement letters governing the performance of the agreed upon procedures and to the fullest extent permitted by law shall have no responsibility to anyone else in respect of the work it has performed or the reports it has produced save where terms are expressly agreed. The Seller has reviewed the reports of such independent third parties and is of the opinion that there were no significant adverse findings in such reports.  <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>	

66	<u>STS Criteria (prior to 1 Nov 2024)</u> 66. Article 22.2. Including verification that the data disclosed in respect of the underlying exposures is accurate.	<b>Verified?</b> <b>YES</b>
	<b>STS Criteria</b> <b>2.2.26R (2)</b> That verification must confirm that the data disclosed in respect of the underlying exposures is accurate.	
	<b>PCS Comments</b> See comment 65 above.	

<b>SECN 2.2.27R (1)</b> Before pricing or original commitment to invest, the originator or the sponsor must make available to potential investors a liability cashflow model precisely representing the contractual relationship between the underlying exposures and the payments flowing between: (a) the originator; (b) the sponsor; (c) the investors; (d) other third parties; and (e) the SSPE.		
<b>(2)</b> After pricing or original commitment to invest, the originator or the sponsor must continually make that model available to investors and potential investors on request.		

67	<u>STS Criteria (prior to 1 Nov 2024)</u> 67. 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.	<b>Verified?</b> <b>YES</b>
	<b>STS Criteria</b> <b>2.2.27R (1)</b> Before pricing or original commitment to invest, the originator or the sponsor must make available to potential investors a liability cashflow model precisely representing the contractual relationship between the underlying exposures and the payments flowing between: (a) the originator; (b) the sponsor; (c) the investors; (d) other third parties; and (e) the SSPE.	
	<b>PCS Comments</b> See Prospectus, <i>CERTAIN REGULATORY REQUIREMENTS</i> .  Liability cashflow model  The Seller will make available a liability cashflow model via the SR Website. The Seller will procure that such liability cashflow model: (a) 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; and (b) is made available to (i) prior to pricing of the Notes, potential investors, and (ii) on an on-going basis, investors in the Notes and to potential investors in the Notes upon request.  <i>PCS has been provided evidence of the cash flow model to be made available to investors prior to pricing.</i>	

68	<u>STS Criteria (prior to 1 Nov 2024)</u> 68. Article 22.3. And shall, after pricing, make that model available to investors on an ongoing basis and to potential investors upon request.	<u>Verified?</u> <b>YES</b>
	<u>STS Criteria</u> <b>2.2.27R (2)</b> After pricing or original commitment to invest, the originator or the sponsor must continually make that model available to investors and potential investors on request.	
	<u>PCS Comments</u> See point 67 above.	

<b>SECN 2.2.28R</b> For a securitisation whose underlying exposures are residential loans or auto loans or leases, the originator and sponsor must publish the available information about the environmental performance of the assets financed by such residential loans or auto loans or leases as part of the information disclosed pursuant to SECN 6.2.1R(1).		
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69	<u>STS Criteria (prior to 1 Nov 2024)</u> 69. 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).	<u>Verified?</u> <b>YES</b>
	<u>STS Criteria</u> <b>2.2.28R</b> For a securitisation whose underlying exposures are residential loans or auto loans or leases, the originator and sponsor must publish the available information about the environmental performance of the assets financed by such residential loans or auto loans or leases as part of the information disclosed pursuant to SECN 6.2.1R(1).	
	<u>PCS Comments</u> See Prospectus, <i>THE PORTFOLIO</i> .  THE LOANS  Other characteristics  The administrative records of the Seller do contain information related to the environmental performance of certain Mortgaged Properties. Where such information is available to the Seller, the Seller will disclose such information in accordance with SECN 2.28R.  <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>	



**PRA: ARTICLE 7 TRANSPARENCY REQUIREMENTS**

1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article and Chapters 5 and 6, make at least the following information available to holders of a securitisation position, to the PRA and, upon request, to potential investors:
2. [...] Such designation does not relieve the other parties of their responsibilities set out in paragraph 1.

70	<u>STS Criteria (prior to 1 Nov 2024)</u>	<b>Verified?</b> <b>YES</b>
	70. Article 22.5. The originator and the sponsor shall be responsible for compliance with Article 7 of this Regulation.	
	<b>STS Criteria</b> [PRA: Article 7.1 The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article and Chapters 5 and 6, make at least the following information available to holders of a securitisation position, to the PRA and, upon request, to potential investors:] PRA: Article 7.2 [...] Such designation does not relieve the other parties of their responsibilities set out in paragraph 1.	
	<b>PCS Comments</b> See Prospectus, <i>OVERVIEW OF RIGHTS OF NOTEHOLDERS AND RELATIONSHIP WITH OTHER SECURED CREDITORS</i> . Provision of Information to the Noteholders Notwithstanding such designation of the Seller as the reporting entity, the Seller and the Issuer are not relieved of their regulatory obligations under SECN 6.3.1R(1) and Article 7(2) of Chapter 2 of the PRA Securitisation Rules. See Prospectus, <i>CASHFLOWS AND CASH MANAGEMENT</i> . Reporting under the PRA Securitisation Rules and the EU Securitisation Regulation The Seller (as the originator for the purposes of the PRA Securitisation Rules and the EU Securitisation Regulation) (the "Designated Reporting Entity") will be designated, pursuant to Article 7(2) of Chapter 2 of the PRA Securitisation Rules and Article 7(2) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date), as the entity responsible to fulfil the information requirements pursuant to Article 7 of Chapter 2 of the PRA Securitisation Rules and Article 7 of the EU Securitisation Regulation. Notwithstanding such designation of the Seller as the reporting entity, the Seller and the Issuer are not relieved of their regulatory obligations under SECN 6.3.1R(1) and Article 7(2) of Chapter 2 of the PRA Securitisation Rules.	

**SECN 2.2.29R (1)** Before pricing or original commitment to invest, the following information must be made available to potential investors:

(a) that required by SECN 6.2.1R(1); and (b) at least in draft or initial form, that required by SECN 6.2.1R(2) to SECN 6.2.1R(4).

**6.2.1R** The originator, sponsor and SSPE of a securitisation shall, in accordance with SECN 6.3, SECN 11 and SECN 12 make at least the following information available to holders of a securitisation position, to the FCA and, upon request, to potential investors:

(1) information on the underlying exposures on a quarterly basis, [...]

**PRA: ARTICLE 7 TRANSPARENCY REQUIREMENTS**

1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article and Chapters 5 and 6, make at least the following information available to holders of a securitisation position, to the PRA and, upon request, to potential investors:

(a) information on the underlying exposures on a quarterly basis, or, in the case of asset-backed commercial paper, information on the underlying receivables or credit claims on a monthly basis;

**71** STS Criteria (prior to 1 Nov 2024)  
71. Article 22.5. The information required by point (a) the first subparagraph of Article 7(1) shall be made available to potential investors before pricing upon request.

**STS Criteria**

**2.2.29R (1)** Before pricing or original commitment to invest, the following information must be made available to potential investors:

(a) that required by SECN 6.2.1R(1); and (b) at least in draft or initial form, that required by SECN 6.2.1R(2) to SECN 6.2.1R(4).

**6.2.1R** The originator, sponsor and SSPE of a securitisation shall, in accordance with SECN 6.3, SECN 11 and SECN 12 make at least the following information available to holders of a securitisation position, to the FCA and, upon request, to potential investors:

(1) information on the underlying exposures on a quarterly basis, [...]

**[PRA: Article 7.1]** The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article and Chapters 5 and 6, make at least the following information available to holders of a securitisation position, to the PRA and, upon request, to potential investors:

(a) information on the underlying exposures on a quarterly basis, or, in the case of asset-backed commercial paper, information on the underlying receivables or credit claims on a monthly basis;]

**Verified?**  
**YES**

**PCS Comment**

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

Provision of Information to the Noteholders

Prior to the pricing date of the Notes, the Seller has made available (through the SR Website) documents as required by and in accordance with: (x) Chapter 2, Articles 7(1)(b) and 7(1)(d) of the PRA Securitisation Rules, and (y) Article 7(1)(b) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date) and, upon request, the information required by point (a) of the first subparagraph of Article 7(1) of Chapter 2 of the PRA Securitisation Rules.

See Prospectus, *CASHFLOWS AND CASH MANAGEMENT*.

Reporting under the PRA Securitisation Rules and the EU Securitisation Regulation

The Seller (as the originator for the purposes of the PRA Securitisation Rules and the EU Securitisation Regulation) (the "Designated Reporting Entity") will be designated, pursuant to Article 7(2) of Chapter 2 of the PRA Securitisation Rules and Article 7(2) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date), as the entity responsible to fulfil the information requirements pursuant to Article 7 of Chapter 2 of the PRA Securitisation Rules and Article 7 of the EU Securitisation Regulation.

Notwithstanding such designation of the Seller as the reporting entity, the Seller and the Issuer are not relieved of their regulatory obligations under SECN 6.3.1R(1) and Article 7(2) of Chapter 2 of the PRA Securitisation Rules.

Prior to the pricing date of the Notes, the Seller has made available (through the SR Website) documents as required by and in accordance with: (x) Chapter 2, Articles 7(1)(b) and 7(1)(d) of the PRA Securitisation Rules, and (y) Article 7(1)(b) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date) and, upon request, the information required by point (a) of the first subparagraph of Article 7(1) of Chapter 2 of the PRA Securitisation Rules.

See also underlying transaction documents, Cash Management Agreement.

#### 5.5 Reporting

(iv) procure that the Servicer will make available the documents as required by and in accordance with Chapter 2, Articles 7(1)(b) and 7(1)(d) of the PRA Securitisation Rules and Article 7(1)(b) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date) prior to the pricing date of the Notes and, upon request, the information required by point (a) of the first subparagraph of Chapter 2, Article 7(1) of the PRA Securitisation Rules;

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#### STS Criteria (prior to 1 Nov 2024)

72. Article 22.5. 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.

#### STS Criteria

**2.2.29R (1)** Before pricing or original commitment to invest, the following information must be made available to potential investors:

(a) that required by SECN 6.2.1R(1); and (b) at least in draft or initial form, that required by SECN 6.2.1R(2) to SECN 6.2.1R(4).

[**2.2.29R (2)** The final documentation must be made available to investors at the latest 15 days after closing of the transaction.]

[**6.2.1R** The originator, sponsor and SSPE of a securitisation shall, in accordance with SECN 6.3, SECN 11 and SECN 12 make at least the following information available to holders of a securitisation position, to the FCA and, upon request, to potential investors:

**6.2.1R (2)** all underlying documentation essential for the understanding of the transaction, including but not limited to, where applicable, the following documents:

- (a) the final offering document or the prospectus together with the closing transaction documents, excluding legal opinions;
  - (b) for traditional securitisation, the asset sale agreement, assignment, novation or transfer agreement and any relevant declaration of trust;
  - (c) the derivatives and guarantee agreements, as well as any relevant documents on collateralisation arrangements where the exposures being securitised remain exposures of the originator;
  - (d) the servicing, back-up servicing, administration and cash management agreements;
  - (e) 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;
- 6.2.1R (3)** where section 85 of the Act (Contravention of prohibition relating to public offer of securities) and rules made by the FCA for the purposes of Part 6 of the 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:
- (a) details regarding the structure of the deal, including the structure diagrams containing an overview of the transaction, the cash flows and the ownership structure;
  - (b) details regarding the exposure characteristics, cash flows, loss waterfall, credit enhancement and liquidity support features;
  - (c) details regarding the voting rights of the holders of a securitisation position and their relationship to other secured creditors; and

**Verified?**  
**YES**

(d) a list of all triggers and events referred to in the documents provided in accordance with SECN 6.2.1R(2) that could have a material impact on the performance of the securitisation position;

**6.2.1R (4)** in the case of STS securitisations, the STS notification referred to in SECN 2.5;]

**PRA: 7.1** The information described in points (b), (c) and (d) of the first subparagraph shall be made available in draft or initial form before pricing or original commitment to invest...

#### **PCS Comments**

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

#### Provision of Information to the Noteholders

Prior to the pricing date of the Notes, the Seller has made available (through the SR Website) documents as required by and in accordance with: (x) Chapter 2, Articles 7(1)(b) and 7(1)(d) of the PRA Securitisation Rules, and (y) Article 7(1)(b) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date) and, upon request, the information required by point (a) of the first subparagraph of Article 7(1) of Chapter 2 of the PRA Securitisation Rules.

See Prospectus, *CASHFLOWS AND CASH MANAGEMENT*.

#### Reporting under the PRA Securitisation Rules and the EU Securitisation Regulation

The Seller (as the originator for the purposes of the PRA Securitisation Rules and the EU Securitisation Regulation) (the "Designated Reporting Entity") will be designated, pursuant to Article 7(2) of Chapter 2 of the PRA Securitisation Rules and Article 7(2) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date), as the entity responsible to fulfil the information requirements pursuant to Article 7 of Chapter 2 of the PRA Securitisation Rules and Article 7 of the EU Securitisation Regulation.

Prior to the pricing date of the Notes, the Seller has made available (through the SR Website) documents as required by and in accordance with: (x) Chapter 2, Articles 7(1)(b) and 7(1)(d) of the PRA Securitisation Rules, and (y) Article 7(1)(b) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date) and, upon request, the information required by point (a) of the first subparagraph of Article 7(1) of Chapter 2 of the PRA Securitisation Rules.

See also underlying transaction documents, Cash Management Agreement.

#### 5.5 Reporting

(b) For as long as any Notes remain outstanding, the Seller will in its capacity as the Designated Reporting Entity:

(iv) procure that the Servicer will make available the documents as required by and in accordance with Chapter 2, Articles 7(1)(b) and 7(1)(d) of the PRA Securitisation Rules and Article 7(1)(b) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date) prior to the pricing date of the Notes and, upon request, the information required by point (a) of the first subparagraph of Chapter 2, Article 7(1) of the PRA Securitisation Rules;

## PRA: ARTICLE 7 TRANSPARENCY REQUIREMENTS

The information described in points (b), (c) and (d) of the first subparagraph shall be made available in draft or initial form before pricing or original commitment to invest and in final form no later than 15 days after closing of the transaction.

<p><b>73</b> <u>STS Criteria (prior to 1 Nov 2024)</u></p> <p>73. Article 22.5. The final documentation shall be made available to investors at the latest 15 days after closing of the transaction.</p>	
<p><b>STS Criteria</b></p> <p><b>6.2.2R (2)</b> The information described in SECN 6.2.1R(2), SECN 6.2.1R(3) and SECN 6.2.1R(4) must be made available before pricing or original commitment to invest in draft or initial form. Final versions of this information must be made available at the latest 15 days after closing of the transaction.]</p> <p><b>2.2.29R (2)</b> The final documentation must be made available to investors at the latest 15 days after closing of the transaction.</p> <p><b>PRA: ARTICLE 7.1</b> The information described in points (b), (c) and (d) of the first subparagraph shall be made available...in final form no later than 15 days after closing of the transaction.</p>	<p><b>Verified?</b> <b>YES</b></p>
<p><b>PCS Comments</b></p> <p>See Prospectus, <i>OVERVIEW OF RIGHTS OF NOTEHOLDERS AND RELATIONSHIP WITH OTHER SECURED CREDITORS</i>.</p> <p>Provision of Information to the Noteholders</p> <p>For so long as any Notes remain outstanding, the Seller will in its capacity as the designated reporting entity pursuant to Chapter 2, Article 7(2) of the PRA Securitisation Rules and Article 7(2) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date):</p> <p>(f) procure that the Servicer will make available, within 15 calendar days of the issuance of the Notes via the SR Website final form copies of the Transaction Documents and this Prospectus;</p> <p>(g) procure that the Servicer will make available the UK STS Notification within 15 Business Days of the Closing Date to the FCA via the Connect Portal to the FCA STS register website at <a href="https://data.fca.org.uk/#/sts/stssecuritisations">https://data.fca.org.uk/#/sts/stssecuritisations</a> (or its successor website);</p> <p>(i) procure that the Servicer will make available the information set out in paragraphs (a) to (h) above to the PRA and investors in the Notes as required pursuant to Article 7(1) of Chapter 2 of the PRA Securitisation Rules;</p> <p>See Prospectus, <i>CASHFLOWS AND CASH MANAGEMENT</i>.</p> <p>Reporting under the PRA Securitisation Rules and the EU Securitisation Regulation</p> <p>The Seller (as the originator for the purposes of the PRA Securitisation Rules and the EU Securitisation Regulation) (the "Designated Reporting Entity") will be designated, pursuant to Article 7(2) of Chapter 2 of the PRA Securitisation Rules and Article 7(2) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date), as the entity responsible to fulfil the information requirements pursuant to Article 7 of Chapter 2 of the PRA Securitisation Rules and Article 7 of the EU Securitisation Regulation.</p> <p>For as long as any Notes remain outstanding, the Seller will in its capacity as the Designated Reporting Entity:</p> <p>(f) procure that the Servicer will make available within 15 days of the issuance of the Notes, via the SR Website final form copies of the Transaction Documents and this Prospectus;</p> <p>(g) procure that the Servicer will make available the UK STS Notification within 15 Business Days of the Closing Date to the FCA via the Connect Portal to the FCA STS register website at <a href="https://data.fca.org.uk/#/sts/stssecuritisations">https://data.fca.org.uk/#/sts/stssecuritisations</a> (or its successor website);</p>	

(i) procure that the Servicer will make available the information set out in paragraphs (a) to (h) above available to the PRA and investors in the Notes as required pursuant to Chapter 2, Article 7(1) of the PRA Securitisation Rules;

See also underlying transaction documents, Cash Management Agreement.

#### 5.5 Reporting

(b) For as long as any Notes remain outstanding, the Seller will in its capacity as the Designated Reporting Entity:

(v) procure that the Servicer will make available within 15 calendar days of the issuance of the Notes, via the SR Website final form copies of the Transaction Documents and this Prospectus;

(vi) procure that the Servicer will make available the UK STS Notification within 15 Business Days of the Closing Date to the FCA via the Connect Portal to the FCA STS register website at <https://data.fca.org.uk/#/sts/stssecuritisations> (or its successor website);

See Prospectus, GLOSSARY.

"UK STS Notification" means the notification to be made to FCA by the Seller in accordance with SECN 2.5, in the form made available by the Seller on or about the Closing Date.

*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 ESMA and the STS status of the securitisation will be lost.*

*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.*

### PRA: ARTICLE 7 TRANSPARENCY REQUIREMENTS

1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article and Chapters 5 and 6, make at least the following information available to holders of a securitisation position, to the PRA and, upon request, to potential investors:

(a) information on the underlying exposures on a quarterly basis, or, in the case of asset-backed commercial paper, information on the underlying receivables or credit claims on a monthly basis;

74	<p><u>STS Criteria (prior to 1 Nov 2024)</u></p> <p>74. 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:</p> <p>(a) information on the underlying exposures on a quarterly basis,</p> <p><u>STS Criteria</u></p> <p><b>PRA: Article 7.1.</b> The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article and Chapters 5 and 6, make at least the following information available to holders of a securitisation position, to the PRA and, upon request, to potential investors:</p> <p>(a) information on the underlying exposures on a quarterly basis, [...]</p> <p><u>PCS Comments</u></p>	<p><b>Verified?</b> <b>YES</b></p>
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See Prospectus, *OVERVIEW OF RIGHTS OF NOTEHOLDERS AND RELATIONSHIP WITH OTHER SECURED CREDITORS*.

#### Provision of Information to the Noteholders

For so long as any Notes remain outstanding, the Seller will in its capacity as the designated reporting entity pursuant to Chapter 2, Article 7(2) of the PRA Securitisation Rules and Article 7(2) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date):

- (a) procure that the Cash Manager will prepare and deliver each EU Investor Report and each UK Investor Report;
- (b) procure that the Servicer will prepare and deliver each EU Loan Level Report and each UK Loan Level Report;
- (c) on or around each Interest Payment Date, procure that the Cash Manager will publish on the Cash Manager Website each UK Investor Report and each EU Investor Report;
- (d) procure that the Servicer will publish on the SR Website each UK Loan Level Report and each EU Loan Level Report (simultaneously with the UK Investor Report and the EU Investor Report) within one month of each Interest Payment Date;
- (i) procure that the Servicer will make available the information set out in paragraphs (a) to (h) above to the PRA and investors in the Notes as required pursuant to Article 7(1) of Chapter 2 of the PRA Securitisation Rules;

[...]

The first UK Investor Report and the first EU Investor Report shall be published within one month of the First Interest Payment Date and thereafter shall be published on a quarterly basis.

See Prospectus, *CASHFLOWS AND CASH MANAGEMENT*.

#### Reporting under the PRA Securitisation Rules and the EU Securitisation Regulation

The Seller (as the originator for the purposes of the PRA Securitisation Rules and the EU Securitisation Regulation) (the "Designated Reporting Entity") will be designated, pursuant to Article 7(2) of Chapter 2 of the PRA Securitisation Rules and Article 7(2) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date), as the entity responsible to fulfil the information requirements pursuant to Article 7 of Chapter 2 of the PRA Securitisation Rules and Article 7 of the EU Securitisation Regulation.

For as long as any Notes remain outstanding, the Seller will in its capacity as the Designated Reporting Entity:

- (a) procure that the Cash Manager will prepare and deliver each investor report on a quarterly basis, as required by and in accordance with Article 7(1)(e) of Chapter 2 of the PRA Securitisation Rules (the "UK Investor Report") and Article 7(1)(e) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date) (the "EU Investor Report");
- (b) procure that the Servicer will prepare and deliver on a quarterly basis certain loan-by-loan information in relation to the Portfolio as required by and in accordance with Article 7(1)(a) of Chapter 2 of the PRA Securitisation Rules ("UK Loan Level Report") and Article 7(1)(a) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date) (the "EU Loan Level Report");
- (c) on or around each Interest Payment Date, procure that the Cash Manager will publish on the Cash Manager Website each UK Investor Report and each EU Investor Report;
- (d) procure that the Servicer will publish on the SR Website each UK Loan Level Report and each EU Loan Level Report (simultaneously with each UK Investor Report and each EU Investor Report) within one month of each Interest Payment Date;
- (i) procure that the Servicer will make available the information set out in paragraphs (a) to (h) above available to the PRA and investors in the Notes as required pursuant to Chapter 2, Article 7(1) of the PRA Securitisation Rules;

(j) confirm to the Cash Manager, for the purposes of publication in each UK Investor Report and each EU Investor Report, the status of the risk retention of the Seller as contemplated by Article 6(1) of Chapter 2 of the PRA Securitisation Rules and Article 6(3)(d) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date) as at the date of the relevant UK Investor Report and EU Investor Report; and

(k) promptly provide the Cash Manager with the information as is required to enable the Cash Manager to prepare the UK Investor Report and EU Investor Report.

See Prospectus, *GLOSSARY*.

"UK Investor Report" means a quarterly investor report prepared by the Cash Manager in accordance with the Cash Management Agreement, as required by and in accordance with Article 7(1)(e) of Chapter 2 of the PRA Securitisation Rules.

"UK Loan Level Report" means a report prepared by the Servicer in respect of each Interest Period in accordance with the Servicing Agreement, as required by and in accordance with Article 7(1)(a) of Chapter 2 of the PRA Securitisation Rules.

See also underlying transaction documents, Cash Management Agreement.

#### 5.5 Reporting

(b) For as long as any Notes remain outstanding, the Seller will in its capacity as the Designated Reporting Entity:

(i) procure that the Servicer will prepare and deliver on a quarterly basis certain loan-by-loan information in relation to the Portfolio as required by and in accordance with Article 7(1)(a) of Chapter 2 of the PRA Securitisation Rules ("UK Loan Level Report") and Article 7(1)(a) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date) (the "EU Loan Level Report");

(ii) procure that the Servicer will publish on the SR Website the UK Loan Level Report and each EU Loan Level Report (simultaneously with the UK Investor Report and the EU Investor Report) within one month of each Interest Payment Date;

(viii) procure that the Servicer will make available the information set out in paragraphs (b)(i) to (b)(vi) above and (c)(i) and (c)(ii) below available to the PRA and investors in the Notes as required pursuant to Chapter 2, Article 7(1) of the PRA Securitisation Rules;

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



**PRA: ARTICLE 7 TRANSPARENCY REQUIREMENTS**

1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article and Chapters 5 and 6, make at least the following information available to holders of a securitisation position, to the PRA and, upon request, to potential investors:

(b) all underlying documentation 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 guarantee 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; and
- (vii) a detailed description of the priority of payments of the securitisation;

<b>75</b>	<p><u>STS Criteria (prior to 1 Nov 2024)</u></p> <p>75. Article 7.1. (b) all underlying documentation that is essential for the understanding of the transaction, including but not limited to, where applicable, the following documents:</p> <ul style="list-style-type: none"> <li>(i) the final offering document or the prospectus together with the closing transaction documents, excluding legal opinions</li> <li>(ii) for traditional securitisation the asset sale agreement, assignment, novation or transfer agreement and any relevant declaration of trust;</li> <li>(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;</li> <li>(iv) the servicing, back-up servicing, administration and cash management agreements;</li> <li>(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;</li> <li>(vi) any relevant inter-creditor agreements, derivatives documentation, subordinated loan agreements, start-up loan agreements and liquidity facility agreements;</li> </ul>
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**Verified?**  
**YES**

**STS Criteria**

**PRA: Article 7.1.** (b) all underlying documentation 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 guarantee 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; and

(vii) a detailed description of the priority of payments of the securitisation;

**PCS Comments**

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

Provision of Information to the Noteholders

For so long as any Notes remain outstanding, the Seller will in its capacity as the designated reporting entity pursuant to Chapter 2, Article 7(2) of the PRA Securitisation Rules and Article 7(2) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date):

(f) procure that the Servicer will make available, within 15 calendar days of the issuance of the Notes via the SR Website final form copies of the Transaction Documents and this Prospectus;

(g) procure that the Servicer will make available the UK STS Notification within 15 Business Days of the Closing Date to the FCA via the Connect Portal to the FCA STS register website at <https://data.fca.org.uk/#/sts/stssecuritisations> (or its successor website);

(i) procure that the Servicer will make available the information set out in paragraphs (a) to (h) above to the PRA and investors in the Notes as required pursuant to Article 7(1) of Chapter 2 of the PRA Securitisation Rules;

See Prospectus, *CASHFLOWS AND CASH MANAGEMENT*.

Reporting under the PRA Securitisation Rules and the EU Securitisation Regulation

The Seller (as the originator for the purposes of the PRA Securitisation Rules and the EU Securitisation Regulation) (the "Designated Reporting Entity") will be designated, pursuant to Article 7(2) of Chapter 2 of the PRA Securitisation Rules and Article 7(2) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date), as the entity responsible to fulfil the information requirements pursuant to Article 7 of Chapter 2 of the PRA Securitisation Rules and Article 7 of the EU Securitisation Regulation.

For as long as any Notes remain outstanding, the Seller will in its capacity as the Designated Reporting Entity:

(f) procure that the Servicer will make available within 15 days of the issuance of the Notes, via the SR Website final form copies of the Transaction Documents and this Prospectus;

(i) procure that the Servicer will make available the information set out in paragraphs (a) to (h) above available to the PRA and investors in the Notes as required pursuant to Chapter 2, Article 7(1) of the PRA Securitisation Rules;

See Prospectus, *GLOSSARY*.

"Transaction Documents" means the Account Bank Agreement, the Servicing Agreement, the Agency Agreement, the Cash Management Agreement, the Collection Accounts Declaration of Trust, the Corporate Services Agreement, the Deed of Charge, each Scottish Supplemental Charge, each Scottish Sub-Security, the Swap Agreement, the Issuer Security Power of Attorney, the Incorporated Terms Memorandum, the Mortgage Sale Agreement, each Scottish Declaration of Trust, each Scottish Transfer, the Risk Retention Letter, the Seller Security Power of Attorney, the Trust Deed, the Subordinated Loan Agreement and the Custody Agreement, such other related documents which are referred to in the terms of the above documents or which relate to the issue of the Notes and any other document designated as such.

See also underlying transaction documents, Cash Management Agreement.

**5.5 Reporting**

(b) For as long as any Notes remain outstanding, the Seller will in its capacity as the Designated Reporting Entity:

- (v) procure that the Servicer will make available within 15 calendar days of the issuance of the Notes, via the SR Website final form copies of the Transaction Documents and this Prospectus;
- (vi) procure that the Servicer will make available the UK STS Notification within 15 Business Days of the Closing Date to the FCA via the Connect Portal to the FCA STS register website at <https://data.fca.org.uk/#/sts/stssecuritisations> (or its successor website);
- (viii) procure that the Servicer will make available the information set out in paragraphs (a) to (i) above available to the PRA and investors in the Notes as required pursuant to Chapter 2, Article 7(1) of the PRA Securitisation Rules;
- Certain criteria from 73 onwards are future event criteria, as to which we refer you to PCS' comment under point 73 above.*

**PRA: ARTICLE 7 TRANSPARENCY REQUIREMENTS**

1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article and Chapters 5 and 6, make at least the following information available to holders of a securitisation position, to the PRA and, upon request, to potential investors:

(b) all underlying documentation essential for the understanding of the transaction, including but not limited to, where applicable, the following documents:

(vii) a detailed description of the priority of payments of the securitisation;

76	<u>STS Criteria (prior to 1 Nov 2024)</u>	<b>Verified?</b> <b>YES</b>
	76. Article 7.1. That underlying documentation shall include a detailed description of the priority of payments of the securitisation;	
	<u>STS Criteria</u> <b>PRA: Article 7.1.</b> (b) (vii) a detailed description of the priority of payments of the securitisation;	
	<u>PCS Comments</u> See Prospectus, <i>CASHFLOWS AND CASH MANAGEMENT</i> . Application of Available Revenue Receipts prior to the service of an Enforcement Notice by the Trustee on the Issuer Application of Available Principal Receipts prior to the service of an Enforcement Notice by the Trustee on the Issuer Application of Revenue Receipts, Principal Receipts and other monies of the Issuer following the service of an Enforcement Notice See underlying transaction documents, Cash Management Agreement. SCHEDULE 1 CASH MANAGEMENT SERVICES PART 4 PRIORITIES OF PAYMENT	

**PRA: ARTICLE 7 TRANSPARENCY REQUIREMENTS**

1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article and Chapters 5 and 6, make at least the following information available to holders of a securitisation position, to the PRA and, upon request, to potential investors:

(c) where section 85 of FSMA (prohibition of dealing etc in transferable securities without approved prospectus) and rules made by the FCA for the purposes of Part 6 of FSMA (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; and

(iv) a list of all triggers and events referred to in the documents provided in accordance with point (b) of this subparagraph that could have a material impact on the performance of the securitisation position;

**77** STS Criteria (prior to 1 Nov 2024)

77. Article 7.1. (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;

STS Criteria

**PRA: Article 7.1.** (c) where section 85 of FSMA (prohibition of dealing etc in transferable securities without approved prospectus) and rules made by the FCA for the purposes of Part 6 of FSMA (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; and

(iv) a list of all triggers and events referred to in the documents provided in accordance with point (b) of this subparagraph that could have a material impact on the performance of the securitisation position;

PCS Comments

*Not applicable.*

See Prospectus.

**Verified?**  
**YES**

## Listings

The Prospectus has been approved by the Financial Conduct Authority (the "FCA") as competent authority under Regulation (EU) 2017/1129 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (as amended, the "EUWA") (the "UK Prospectus Regulation").

**PRA: ARTICLE 7 TRANSPARENCY REQUIREMENTS**

1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article and Chapters 5 and 6, make at least the following information available to holders of a securitisation position, to the PRA and, upon request, to potential investors:

(d) in the case of STS securitisations, the STS notification referred to in SECN 2.5 of the FCA Handbook;

78	<u>STS Criteria (prior to 1 Nov 2024)</u> 78. Article 7.1. (d) in the case of STS securitisations, the STS notification referred to in Article 27;	<u>Verified?</u> YES
	<u>STS Criteria</u> <b>PRA: Article 7.1.</b> (d) in the case of STS securitisations, the STS notification referred to in SECN 2.5 of the FCA Handbook;	
	<u>PCS Comments</u> See Prospectus, <i>OVERVIEW OF RIGHTS OF NOTEHOLDERS AND RELATIONSHIP WITH OTHER SECURED CREDITORS</i> . Provision of Information to the Noteholders For so long as any Notes remain outstanding, the Seller will in its capacity as the designated reporting entity pursuant to Chapter 2, Article 7(2) of the PRA Securitisation Rules and Article 7(2) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date): (f) procure that the Servicer will make available, within 15 calendar days of the issuance of the Notes via the SR Website final form copies of the Transaction Documents and this Prospectus; (g) procure that the Servicer will make available the UK STS Notification within 15 Business Days of the Closing Date to the FCA via the Connect Portal to the FCA STS register website at <a href="https://data.fca.org.uk/#/sts/stssecuritisations">https://data.fca.org.uk/#/sts/stssecuritisations</a> (or its successor website); (i) procure that the Servicer will make available the information set out in paragraphs (a) to (h) above to the PRA and investors in the Notes as required pursuant to Article 7(1) of Chapter 2 of the PRA Securitisation Rules; See Prospectus, <i>CASHFLOWS AND CASH MANAGEMENT</i> . Reporting under the PRA Securitisation Rules and the EU Securitisation Regulation The Seller (as the originator for the purposes of the PRA Securitisation Rules and the EU Securitisation Regulation) (the "Designated Reporting Entity") will be designated, pursuant to Article 7(2) of Chapter 2 of the PRA Securitisation Rules and Article 7(2) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date), as the entity responsible to fulfil the information requirements pursuant to Article 7 of Chapter 2 of the PRA Securitisation Rules and Article 7 of the EU Securitisation Regulation. For as long as any Notes remain outstanding, the Seller will in its capacity as the Designated Reporting Entity:	

(g) procure that the Servicer will make available the UK STS Notification within 15 Business Days of the Closing Date to the FCA via the Connect Portal to the FCA STS register website at <https://data.fca.org.uk/#/sts/stssecuritisations> (or its successor website);

(i) procure that the Servicer will make available the information set out in paragraphs (a) to (h) above available to the PRA and investors in the Notes as required pursuant to Chapter 2, Article 7(1) of the PRA Securitisation Rules;

See also underlying transaction documents, Cash Management Agreement.

5.5 Reporting

(b) For as long as any Notes remain outstanding, the Seller will in its capacity as the Designated Reporting Entity:

(vi) procure that the Servicer will make available the UK STS Notification within 15 Business Days of the Closing Date to the FCA via the Connect Portal to the FCA STS register website at <https://data.fca.org.uk/#/sts/stssecuritisations> (or its successor website);

(viii) procure that the Servicer will make available the information set out in paragraphs (b)(i) to (b)(vi) above and (c)(i) and (c)(ii) below available to the PRA and investors in the Notes as required pursuant to Chapter 2, Article 7(1) of the PRA Securitisation Rules;

#### PRA: ARTICLE 7 TRANSPARENCY REQUIREMENTS

1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article and Chapters 5 and 6, make at least the following information available to holders of a securitisation position, to the PRA and, upon request, to potential investors:

(e) quarterly investor reports, or, in the case of asset-backed commercial paper programme, monthly investor reports, containing at least 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 or ABCP programme, data on the cash flows generated by the underlying exposures and by the liabilities of the securitisation; and

(iii) information about the risk retained, including information on which of the modalities provided for in Article 6(3) of this Chapter has been applied, in accordance with Article 6 of this Chapter and Chapters 5 and 6;

<p><b>79</b> <u>STS Criteria (prior to 1 Nov 2024)</u></p> <p>79. Article 7.1. (e) quarterly investor reports, or, in the case of ABCP, monthly investor reports, containing the following:</p> <p>(i) all materially relevant data on the credit quality and performance of underlying exposures;</p> <p>(ii) information on events which trigger changes in the priority of payments or the replacement of any counterparties,</p> <p>(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;</p> <p>(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.</p>	<p><b>Verified?</b> <b>YES</b></p>
<p><b>STS Criteria</b></p> <p><b>PRA: Article 7.1.</b> (e) quarterly investor reports, or, in the case of asset-backed commercial paper programme, monthly investor reports, containing at least the following:</p> <p>(i) all materially relevant data on the credit quality and performance of underlying exposures;</p>	

- (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 or ABCP programme, data on the cash flows generated by the underlying exposures and by the liabilities of the securitisation; and
- (iii) information about the risk retained, including information on which of the modalities provided for in Article 6(3) of this Chapter has been applied, in accordance with Article 6 of this Chapter and Chapters 5 and 6;

**PCS Comments**

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

#### Provision of Information to the Noteholders

For so long as any Notes remain outstanding, the Seller will in its capacity as the designated reporting entity pursuant to Chapter 2, Article 7(2) of the PRA Securitisation Rules and Article 7(2) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date):

- (a) procure that the Cash Manager will prepare and deliver each EU Investor Report and each UK Investor Report;
- (b) procure that the Servicer will prepare and deliver each EU Loan Level Report and each UK Loan Level Report;
- (c) on or around each Interest Payment Date, procure that the Cash Manager will publish on the Cash Manager Website each UK Investor Report and each EU Investor Report;
- (d) procure that the Servicer will publish on the SR Website each UK Loan Level Report and each EU Loan Level Report (simultaneously with the UK Investor Report and the EU Investor Report) within one month of each Interest Payment Date;
- (i) procure that the Servicer will make available the information set out in paragraphs (a) to (h) above to the PRA and investors in the Notes as required pursuant to Article 7(1) of Chapter 2 of the PRA Securitisation Rules;

[...]

The first UK Investor Report and the first EU Investor Report shall be published within one month of the First Interest Payment Date and thereafter shall be published on a quarterly basis.

See Prospectus, *CASHFLOWS AND CASH MANAGEMENT*.

#### Reporting under the PRA Securitisation Rules and the EU Securitisation Regulation

The Seller (as the originator for the purposes of the PRA Securitisation Rules and the EU Securitisation Regulation) (the "Designated Reporting Entity") will be designated, pursuant to Article 7(2) of Chapter 2 of the PRA Securitisation Rules and Article 7(2) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date), as the entity responsible to fulfil the information requirements pursuant to Article 7 of Chapter 2 of the PRA Securitisation Rules and Article 7 of the EU Securitisation Regulation.

For as long as any Notes remain outstanding, the Seller will in its capacity as the Designated Reporting Entity:

- (a) procure that the Cash Manager will prepare and deliver each investor report on a quarterly basis, as required by and in accordance with Article 7(1)(e) of Chapter 2 of the PRA Securitisation Rules (the "UK Investor Report") and Article 7(1)(e) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date) (the "EU Investor Report");

(b) procure that the Servicer will prepare and deliver on a quarterly basis certain loan-by-loan information in relation to the Portfolio as required by and in accordance with Article 7(1)(a) of Chapter 2 of the PRA Securitisation Rules ("UK Loan Level Report") and Article 7(1)(a) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date) (the "EU Loan Level Report");

(c) on or around each Interest Payment Date, procure that the Cash Manager will publish on the SR Website each UK Investor Report and each EU Investor Report;

(d) procure that the Servicer will publish on the SR Website each UK Loan Level Report and each EU Loan Level Report (simultaneously with each UK Investor Report and each EU Investor Report) within one month of each Interest Payment Date;

(i) procure that the Servicer will make available the information set out in paragraphs (a) to (h) above available to the PRA and investors in the Notes as required pursuant to Chapter 2, Article 7(1) of the PRA Securitisation Rules;

(j) confirm to the Cash Manager, for the purposes of publication in each UK Investor Report and each EU Investor Report, the status of the risk retention of the Seller as contemplated by Article 6(1) of Chapter 2 of the PRA Securitisation Rules and Article 6(3)(d) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date) as at the date of the relevant UK Investor Report and EU Investor Report;

See Prospectus, *GLOSSARY*.

"UK Investor Report" means a quarterly investor report prepared by the Cash Manager in accordance with the Cash Management Agreement, as required by and in accordance with Article 7(1)(e) of Chapter 2 of the PRA Securitisation Rules.

"UK Loan Level Report" means a report prepared by the Servicer in respect of each Interest Period in accordance with the Servicing Agreement, as required by and in accordance with Article 7(1)(a) of Chapter 2 of the PRA Securitisation Rules.

See also underlying transaction documents, Cash Management Agreement.

## 5.5 Reporting

(b) For as long as any Notes remain outstanding, the Seller will in its capacity as the Designated Reporting Entity:

(ii) procure that the Servicer will publish on the SR Website the UK Loan Level Report and each EU Loan Level Report (simultaneously with the UK Investor Report and the EU Investor Report) within one month of each Interest Payment Date;

(viii) procure that the Servicer will make available the information set out in paragraphs (b)(i) to (b)(vi) above and (c)(i) and (c)(ii) below available to the PRA and investors in the Notes as required pursuant to Chapter 2, Article 7(1) of the PRA Securitisation Rules;

(ix) confirm to the Cash Manager, for the purposes of publication in each UK Investor Report and each EU Investor Report, the status of the risk retention of the Seller as contemplated by Article 6(1) of Chapter 2 of the PRA Securitisation Rules and Article 6(3)(d) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date) as at the date of the relevant UK Investor Report and EU Investor Report;

(c) For as long as any Notes remain outstanding, Seller in its capacity as the Designated Reporting Entity will procure that the Cash Manager will, and the Cash Manager agrees that it will on behalf of the Designated Reporting Entity:

(i) prepare and deliver each investor report on a quarterly basis, as required by and in accordance with Article 7(1)(e) of Chapter 2 of the PRA Securitisation Rules (the "UK Investor Report") and Article 7(1)(e) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date) (the "EU Investor Report"); and

(ii) on or around each Interest Payment Date, publish on the Cash Manager Website each UK Investor Report and each EU Investor Report.

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



**PRA: ARTICLE 7 TRANSPARENCY REQUIREMENTS**

1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article and Chapters 5 and 6, make at least the following information available to holders of a securitisation position, to the PRA 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; and

80	<b>STS Criteria (prior to 1 Nov 2024)</b> 80. Article 7.1. (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;	<b>Verified?</b> <b>YES</b>
	<b>STS Criteria</b> <b>PRA: Article 7.1.</b> (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; and	
	<b>PCS Comments</b>  See Prospectus, <i>OVERVIEW OF RIGHTS OF NOTEHOLDERS AND RELATIONSHIP WITH OTHER SECURED CREDITORS</i> .  Provision of Information to the Noteholders  For so long as any Notes remain outstanding, the Seller will in its capacity as the designated reporting entity pursuant to Chapter 2, Article 7(2) of the PRA Securitisation Rules and Article 7(2) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date):  (e) procure that the Servicer will publish on the SR Website to the extent that any inside information or significant event has occurred without delay details of any information required to be reported in accordance with Chapter 2, Articles 7(1)(f) and 7(1)(g) of the PRA Securitisation Rules and Articles 7(1)(f) and 7(1)(g) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date), provided that the Seller shall not be required to monitor the price at which Notes are trading at any time;  (i) procure that the Servicer will make available the information set out in paragraphs (a) to (h) above to the PRA and investors in the Notes as required pursuant to Article 7(1) of Chapter 2 of the PRA Securitisation Rules;  See Prospectus, <i>CASHFLOWS AND CASH MANAGEMENT</i> .  Reporting under the PRA Securitisation Rules and the EU Securitisation Regulation  The Seller (as the originator for the purposes of the PRA Securitisation Rules and the EU Securitisation Regulation) (the "Designated Reporting Entity") will be designated, pursuant to Article 7(2) of Chapter 2 of the PRA Securitisation Rules and Article 7(2) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date), as the entity responsible to fulfil the information requirements pursuant to Article 7 of Chapter 2 of the PRA Securitisation Rules and Article 7 of the EU Securitisation Regulation.  For as long as any Notes remain outstanding, the Seller will in its capacity as the Designated Reporting Entity:  (e) procure that the Servicer will publish on the SR Website to the extent that any inside information or significant event has occurred without delay details of any information required to be reported in accordance with Chapter 2, Articles 7(1)(f) and 7(1)(g) of the PRA Securitisation Rules and Articles 7(1)(f) and 7(1)(g) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date), provided that the Seller shall not be required to monitor the price at which Notes are trading at any time;  (i) procure that the Servicer will make available the information set out in paragraphs (a) to (h) above available to the PRA and investors in the Notes as required pursuant to Chapter 2, Article 7(1) of the PRA Securitisation Rules;	

See also underlying transaction documents, Cash Management Agreement.

#### 5.5 Reporting

(b) For as long as any Notes remain outstanding, the Seller will in its capacity as the Designated Reporting Entity:

(iii) procure that the Servicer will publish on the SR Website to the extent that any inside information or significant event has occurred without delay details of any information required to be reported in accordance with Chapter 2, Articles 7(1)(f) and 7(1)(g) of the PRA Securitisation Rules and Articles 7(1)(f) and 7(1)(g) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date), provided that the Seller shall not be required to monitor the price at which Notes are trading at any time;

(viii) procure that the Servicer will make available the information set out in paragraphs (b)(i) to (b)(vi) above and (c)(i) and (c)(ii) below available to the PRA and investors in the Notes as required pursuant to Chapter 2, Article 7(1) of the PRA Securitisation Rules;

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

#### PRA: ARTICLE 7 TRANSPARENCY REQUIREMENTS

1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article and Chapters 5 and 6, make at least the following information available to holders of a securitisation position, to the PRA and, upon request, to potential investors:

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

(i) a material breach of the obligations provided for in the documents made available in accordance with point (b) of this subparagraph, 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 PRA or FCA has taken remedial or administrative actions; and

(v) any material amendment to transaction documents.

#### 81 STS Criteria (prior to 1 Nov 2024)

81. Article 7.1. (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.

#### STS Criteria

**PRA: Article 7.1.** (g) where point (f) of this subparagraph does not apply, any significant event, such as:

**Verified?**  
**YES**

- (i) a material breach of the obligations provided for in the documents made available in accordance with point (b) of this subparagraph, 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 PRA or FCA has taken remedial or administrative actions; and
- (v) any material amendment to transaction documents.

**PCS Comments**

See comment 80 above.

**PRA: ARTICLE 7 TRANSPARENCY REQUIREMENTS**

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 or, in the case of ABCP transactions, at the latest one month after the end of the period the report covers.

**82** STS Criteria (prior to 1 Nov 2024)

82. 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]

**STS Criteria**

**PRA: 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 or, in the case of ABCP transactions, at the latest one month after the end of the period the report covers.

**PCS Comments**

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

## Provision of Information to the Noteholders

For so long as any Notes remain outstanding, the Seller will in its capacity as the designated reporting entity pursuant to Chapter 2, Article 7(2) of the PRA Securitisation Rules and Article 7(2) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date):

- (a) procure that the Cash Manager will prepare and deliver each EU Investor Report and each UK Investor Report;
- (b) procure that the Servicer will prepare and deliver each EU Loan Level Report and each UK Loan Level Report;
- (c) on or around each Interest Payment Date, procure that the Cash Manager will publish on the Cash Manager Website each UK Investor Report and each EU Investor Report;
- (d) procure that the Servicer will publish on the SR Website each UK Loan Level Report and each EU Loan Level Report (simultaneously with the UK Investor Report and the EU Investor Report) within one month of each Interest Payment Date;

**Verified?**  
**YES**

(i) procure that the Servicer will make available the information set out in paragraphs (a) to (h) above to the PRA and investors in the Notes as required pursuant to Article 7(1) of Chapter 2 of the PRA Securitisation Rules;

[...]

The first UK Investor Report and the first EU Investor Report shall be published within one month of the First Interest Payment Date and thereafter shall be published on a quarterly basis.

See Prospectus, *CASHFLOWS AND CASH MANAGEMENT*.

Reporting under the PRA Securitisation Rules and the EU Securitisation Regulation

The Seller (as the originator for the purposes of the PRA Securitisation Rules and the EU Securitisation Regulation) (the "Designated Reporting Entity") will be designated, pursuant to Article 7(2) of Chapter 2 of the PRA Securitisation Rules and Article 7(2) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date), as the entity responsible to fulfil the information requirements pursuant to Article 7 of Chapter 2 of the PRA Securitisation Rules and Article 7 of the EU Securitisation Regulation.

For as long as any Notes remain outstanding, the Seller will in its capacity as the Designated Reporting Entity:

(a) procure that the Cash Manager will prepare and deliver each investor report on a quarterly basis, as required by and in accordance with Article 7(1)(e) of Chapter 2 of the PRA Securitisation Rules (the "UK Investor Report") and Article 7(1)(e) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date) (the "EU Investor Report");

(b) procure that the Servicer will prepare and deliver on a quarterly basis certain loan-by-loan information in relation to the Portfolio as required by and in accordance with Article 7(1)(a) of Chapter 2 of the PRA Securitisation Rules ("UK Loan Level Report") and Article 7(1)(a) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date) (the "EU Loan Level Report");

(c) on or around each Interest Payment Date, procure that the Cash Manager will publish on the SR Website each UK Investor Report and each EU Investor Report;

(d) procure that the Servicer will publish on the SR Website each UK Loan Level Report and each EU Loan Level Report (simultaneously with each UK Investor Report and each EU Investor Report) within one month of each Interest Payment Date;

(i) procure that the Servicer will make available the information set out in paragraphs (a) to (h) above available to the PRA and investors in the Notes as required pursuant to Chapter 2, Article 7(1) of the PRA Securitisation Rules;

See also underlying transaction documents, Cash Management Agreement.

### 5.5 Reporting

(b) For as long as any Notes remain outstanding, the Seller will in its capacity as the Designated Reporting Entity:

(ii) procure that the Servicer will publish on the SR Website the UK Loan Level Report and each EU Loan Level Report (simultaneously with the UK Investor Report and the EU Investor Report) within one month of each 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.*

**PRA: ARTICLE 7 TRANSPARENCY REQUIREMENTS**

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.

<b>83</b>	<b>STS Criteria (prior to 1 Nov 2024)</b> 83. 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	<b>Verified?</b> <b>YES</b>
	<b>STS Criteria</b> <b>PRA: Article 7.1.</b> 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.	
	<b>PCS Comments</b> <i>See point 80 above.</i>	

**PRA: ARTICLE 7 TRANSPARENCY REQUIREMENTS**

2. The originator, sponsor and SSPE of a securitisation must designate one of their number to be the entity responsible for fulfilling the information requirements pursuant to points (a), (b), (d), (e), (f) and (g) of the first subparagraph of paragraph 1 of this Article. Such designation does not relieve the other parties of their responsibilities set out in paragraph 1.

The reporting entity shall make the information for a securitisation transaction available by means of a securitisation repository registered by the FCA.

The reporting entity and the securitisation repository shall be indicated in the securitisation's documentation.

The obligations referred to in the second and fifth subparagraphs shall not apply to securitisations for which section 85 of FSMA and rules made by the FCA for the purposes of Part 6 of FSMA do not require a prospectus to be drawn up.

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

<b>84</b>	<b>STS Criteria (prior to 1 Nov 2024)</b> 84. 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.	<b>Verified?</b> <b>YES</b>
	<b>STS Criteria</b> <b>PRA: Article 7.2.</b> The originator, sponsor and SSPE of a securitisation must designate one of their number to be the entity responsible for fulfilling the information requirements pursuant to points (a), (b), (d), (e), (f) and (g) of the first subparagraph of paragraph 1 of this Article. Such designation does not relieve the other parties of their responsibilities set out in paragraph 1.	
	<b>PCS Comments</b>	

See Prospectus, *CERTAIN REGULATORY REQUIREMENTS*.

#### UK Transparency requirements

The Seller (as the originator for the purposes of the PRA Securitisation Rules) (the "Designated Reporting Entity") will be designated, pursuant to Article 7(2) of Chapter 2 of the PRA Securitisation Rules, as the entity responsible to fulfil the information requirements pursuant to Article 7 of Chapter 2 of the PRA Securitisation Rules.

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

#### Provision of Information to the Noteholders

The Seller (as the originator for the purposes of the PRA Securitisation Rules and the EU Securitisation Regulation as if applicable to the Seller and as in force on the Closing Date) has been appointed as the designated reporting entity under Chapter 2, Article 7(2) of the PRA Securitisation Rules and Article 7(2) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date). The Seller will either fulfil its obligations under Chapter 2, Article 7(2) of the PRA Securitisation Rules and Article 7(2) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date) itself or shall procure that such requirements are complied with on its behalf. As to the information made available to prospective investors by the Seller, reference is made to the information set out herein and forming part of this Prospectus and to the UK Investor Report and the EU Investor Report to investors that are prepared pursuant to the Cash Management Agreement.

For so long as any Notes remain outstanding, the Seller will in its capacity as the designated reporting entity pursuant to Chapter 2, Article 7(2) of the PRA Securitisation Rules and Article 7(2) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date):

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

#### Provision of Information to the Noteholders

For so long as any Notes remain outstanding, the Seller will in its capacity as the designated reporting entity pursuant to Chapter 2, Article 7(2) of the PRA Securitisation Rules and Article 7(2) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date):

- (a) procure that the Cash Manager will prepare and deliver each EU Investor Report and each UK Investor Report;
- (b) procure that the Servicer will prepare and deliver each EU Loan Level Report and each UK Loan Level Report;
- (c) on or around each Interest Payment Date, procure that the Cash Manager will publish on the Cash Manager Website each UK Investor Report and each EU Investor Report;
- (d) procure that the Servicer will publish on the SR Website each UK Loan Level Report and each EU Loan Level Report (simultaneously with the UK Investor Report and the EU Investor Report) within one month of each Interest Payment Date;
- (e) procure that the Servicer will publish on the SR Website to the extent that any inside information or significant event has occurred without delay details of any information required to be reported in accordance with Chapter 2, Articles 7(1)(f) and 7(1)(g) of the PRA Securitisation Rules and Articles 7(1)(f) and 7(1)(g) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date), provided that the Seller shall not be required to monitor the price at which Notes are trading at any time;
- (f) procure that the Servicer will make available, within 15 calendar days of the issuance of the Notes via the SR Website final form copies of the Transaction Documents and this Prospectus;
- (g) procure that the Servicer will make available the UK STS Notification within 15 Business Days of the Closing Date to the FCA via the Connect Portal to the FCA STS register website at <https://data.fca.org.uk/#/sts/stssecuritisations> (or its successor website);
- (h) make available, to the extent required by SECN 2.2.25, static and dynamic historical performance data in relation to owner-occupied mortgage loans originated by NBS (through the SR Website) and ensure that such information covers a period of at least 5 years;

(i) procure that the Servicer will make available the information set out in paragraphs (a) to (h) above to the PRA and investors in the Notes as required pursuant to Article 7(1) of Chapter 2 of the PRA Securitisation Rules;

See Prospectus, *CASHFLOWS AND CASH MANAGEMENT*.

Reporting under the PRA Securitisation Rules and the EU Securitisation Regulation

The Seller (as the originator for the purposes of the PRA Securitisation Rules and the EU Securitisation Regulation) (the "Designated Reporting Entity") will be designated, pursuant to Article 7(2) of Chapter 2 of the PRA Securitisation Rules and Article 7(2) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date), as the entity responsible to fulfil the information requirements pursuant to Article 7 of Chapter 2 of the PRA Securitisation Rules and Article 7 of the EU Securitisation Regulation.

For as long as any Notes remain outstanding, the Seller will in its capacity as the Designated Reporting Entity:

(a) procure that the Cash Manager will prepare and deliver each investor report on a quarterly basis, as required by and in accordance with Article 7(1)(e) of Chapter 2 of the PRA Securitisation Rules (the "UK Investor Report") and Article 7(1)(e) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date) (the "EU Investor Report");

(b) procure that the Servicer will prepare and deliver on a quarterly basis certain loan-by-loan information in relation to the Portfolio as required by and in accordance with Article 7(1)(a) of Chapter 2 of the PRA Securitisation Rules ("UK Loan Level Report") and Article 7(1)(a) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date) (the "EU Loan Level Report");

(c) on or around each Interest Payment Date, procure that the Cash Manager will publish on the SR Website each UK Investor Report and each EU Investor Report;

(d) procure that the Servicer will publish on the SR Website each UK Loan Level Report and each EU Loan Level Report (simultaneously with each UK Investor Report and each EU Investor Report) within one month of each Interest Payment Date;

(e) procure that the Servicer will publish on the SR Website to the extent that any inside information or significant event has occurred without delay details of any information required to be reported in accordance with Chapter 2, Articles 7(1)(f) and 7(1)(g) of the PRA Securitisation Rules and Articles 7(1)(f) and 7(1)(g) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date), provided that the Seller shall not be required to monitor the price at which Notes are trading at any time;

(f) procure that the Servicer will make available within 15 days of the issuance of the Notes, via the SR Website final form copies of the Transaction Documents and this Prospectus;

(g) procure that the Servicer will make available the UK STS Notification within 15 Business Days of the Closing Date to the FCA via the Connect Portal to the FCA STS register website at <https://data.fca.org.uk/#/sts/stssecuritisations> (or its successor website);

(h) make available, to the extent required by SECN 2.2.25, static and dynamic historical performance data in relation to owner-occupied mortgage loans originated by NBS (through the SR Website) and ensure that such information covers a period of at least 5 years;

(i) procure that the Servicer will make available the information set out in paragraphs (a) to (h) above available to the PRA and investors in the Notes as required pursuant to Chapter 2, Article 7(1) of the PRA Securitisation Rules;

(j) confirm to the Cash Manager, for the purposes of publication in each UK Investor Report and each EU Investor Report, the status of the risk retention of the Seller as contemplated by Article 6(1) of Chapter 2 of the PRA Securitisation Rules and Article 6(3)(d) of the EU Securitisation Regulation (as if it were applicable to the Seller and as in force on the Closing Date) as at the date of the relevant UK Investor Report and EU Investor Report; and

(k) promptly provide the Cash Manager with the information as is required to enable the Cash Manager to prepare the UK Investor Report and EU Investor Report.

See Prospectus, *GLOSSARY*.

"Securitisation Repository" means SecRep Limited, being a "securitisation repository" under Regulation 3 of the SR 2024 that is registered pursuant to Regulation 14 of the SR 2024.

"SR Website" means the website of the Securitisation Repository, being [www.securep.co.uk](http://www.securep.co.uk) or such other website from time to time which complies with the requirements set out in Chapter 2, Article 7(2) of the PRA Securitisation Rules.

"UK Securitisation Repository Website" means the website of the Securitisation Repository, being [www.securep.co.uk](http://www.securep.co.uk) or such other website from time to time which complies with the requirements set out in Chapter 2, Article 7(2) of the PRA Securitisation Rules.

See also underlying transaction documents, Cash Management Agreement.

5.5 Reporting [...]

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

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**STS Criteria (prior to 1 Nov 2024)**

85. Article 7.2. 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.

**STS Criteria**

**PRA: Article 7.2.** The reporting entity shall make the information for a securitisation transaction available by means of a securitisation repository registered by the FCA.

The reporting entity and the securitisation repository shall be indicated in the securitisation's documentation.

The obligations referred to in the second and fifth subparagraphs shall not apply to securitisations for which section 85 of FSMA and rules made by the FCA for the purposes of Part 6 of FSMA do not require a prospectus to be drawn up. [...]

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

**Verified?**  
**YES**

**PCS Comments**

See 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.*