

**Provisional**  
**STS Term Verification Checklist**  
**ECONOMIC MASTER ISSUER PLC**  
**Issue of Series 2023-2 Class A Notes**



PRIME COLLATERALISED SECURITIES (PCS) UK LIMITED

7<sup>th</sup> November 2023

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

This Provisional STS Term Verification Checklist must be read together with the PCS Procedures Manual and the PCS Term Evidentiary Standards 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 STS Regulation (the "Regulation") informed by (a) the text of the Regulation itself, (b) the EBA guidelines and recommendations issued in accordance with Article 19(2) of the Regulation (the "EBA Guidelines") and (c) any relevant national competent authorities interpretation of the STS criteria to the extent known to PCS.

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 STS Term Verifications.

**7<sup>th</sup> November 2023**

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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 to article 28 of Regulation (EU) 2017/2402 (the “**STS Regulation**”) and The Securitisation (Amendment) (EU Exit) Regulations 2019.

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

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

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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	7 November 2023
<b>The transaction to be verified (the "Transaction")</b>	<b>ECONOMIC MASTER ISSUER PLC, Issue of Series 2023-2 Class A Notes</b>
Issuer	ECONOMIC MASTER ISSUER PLC
Originator	Coventry Building Society
Lead Manager(s)	
Transaction Legal Counsel	Dentons UK and Middle East LLP
Rating Agencies	Fitch, Moody's
Stock Exchange	London Stock Exchange
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.**

Article	Summary of Article Contents	PCS Verified	
<b>Article 20 – Simplicity</b>			
20(1)	<a href="#">True sale</a>	1	✓
20(2-3)	<a href="#">Severe clawback</a>	2	✓
20(4)	<a href="#">True sale with intermediate steps</a>	3	✓
20(5)	<a href="#">Assignment perfection</a>	4	✓
20(6)	<a href="#">Encumbrances to enforceability of true sale</a>	5	✓
20(7)	<a href="#">Eligibility criteria, active portfolio management, and exposure transferred after closing</a>	6 - 8	✓
20(8)	<a href="#">Homogeneity, enforceability, full recourse, periodic payment streams, no transferable securities</a>	9 - 14	✓
20(9)	<a href="#">No securitisation positions</a>	15	✓
20(10)	<a href="#">Origination, underwriting standards, unverified residential loans, assessment of creditworthiness, originator expertise</a>	16 - 21	✓
20(11)	<a href="#">No undue delay after selection, no exposures in default or to credit-impaired or insolvent debtors/quarantors, portion of restructured debtors, adverse credit history, higher pool risk</a>	22 - 30	✓
20(12)	<a href="#">At least one payment made</a>	31	✓
20(13)	<a href="#">No predominant dependence on the sale of asset</a>	32	✓
<b>Article 21 – Standardisation</b>			
21(1)	<a href="#">Risk retention</a>	33	✓
21(2)	<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	✓
21(3)	<a href="#">Referenced interest payments</a>	40	✓
21(4)	<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	✓
21(5)	<a href="#">Non-sequential priority of payments</a>	45	✓
21(6)	<a href="#">Early amortisation provisions/triggers for termination of revolving period</a>	46 - 49	✓
21(7)	<a href="#">Duties, responsibilities, and replacement of transaction parties</a>	50 - 52	✓
21(8)	<a href="#">Expertise of the servicer</a>	53 - 54	✓
21(9)	<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	✓
21(10)	<a href="#">Resolution of investor conflicts and fiduciary party responsibilities and duties</a>	60 - 61	✓
<b>Articles 22 and 7 – Transparency</b>			
22(1)	<a href="#">Historical asset data</a>	62 - 64	✓
22(2)	<a href="#">AUP/asset verification</a>	65 - 66	✓
22(3)	<a href="#">Liability cashflow model</a>	67 - 68	✓
22(4)	<a href="#">Environmental performance of asset</a>	69	✓
22(5)	<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	✓

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

<b>1</b>	<p><b><u>STS Criteria</u></b></p> <p>1. The title to the underlying exposures shall be acquired by the SSPE by means of a true sale or assignment or transfer with the same legal effect in a manner that is enforceable against the seller or any other third party.</p>	<b><u>Verified?</u></b> <b>YES</b>
	<p><b><u>PCS Comments</u></b></p> <p>See Prospectus, <i>RISK FACTORS</i>.</p> <p>LEGAL AND REGULATORY RISKS RELATING TO THE STRUCTURE AND THE NOTES</p> <p>The Seller will initially retain legal title to the Mortgage Loans</p> <p>The sale of the English Mortgage Loans and their Related Security to the Issuer (until transfer of legal title) will take effect in equity only. The sale of the Scottish Mortgage Loans and their Related Security to the Issuer will be given effect by Scottish Declarations of Trust by the Seller. In each case, this means that legal title to the Mortgage Loans and their Related Security will remain with the Seller until such time as certain additional steps have been taken including the giving of notices of the sale to the Borrowers and, in the case of Scottish Mortgage 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 those 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>See Prospectus, <i>ASSIGNMENT OF THE MORTGAGE LOANS AND RELATED SECURITY</i>.</p> <p>Transfer of Title to the Mortgage Loans to the Issuer</p> <p>The English Mortgage Loans will be sold by the Seller to the Issuer by way of equitable assignment. The Scottish Mortgage 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 Mortgage Loans, references in this document to a "sale" or "equitable assignment" of Mortgage Loans or Mortgage 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 HM Land Registry or the Registers of Scotland. As a result, legal title to the Mortgage Loans and their Related Security will remain with the Seller until legal assignments (in relation to English Mortgage Loans) or assignments (in relation to Scottish Mortgage Loans) are delivered by the Seller to the Issuer and notice of the sale is given by the Seller to the Borrowers. Legal assignment or assignment (as appropriate) of the Mortgage 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.</p> <p><i>"True sale" is not a legal concept but a rating agency creation.</i></p> <p><i>The essence of a "true sale" is that the property in the securitised assets has legally moved from the originator/seller to the SSPE in such a way that the SSPE's ownership will be recognised as a matter of law, including and especially in the case of the insolvency of the originator/seller. In a "true sale" the insolvency officer and creditors of the insolvent 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".</i></p> <p><i>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.</i></p> <p><i>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.</i></p>	

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 or beneficial assignment.

The legal opinions from Dentons UK and Middle East LLP confirm that an equitable assignment and a Scottish assignment of the beneficial interest meets the definition of "true sale" outlined above.

In the case of Coventry 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"

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

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

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

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

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

<b>2</b>	<b><u>STS Criteria</u></b> 2. The transfer of the title to the SSPE shall not be subject to severe clawback provisions in the event of the seller's insolvency.	<b><u>Verified?</u></b> <b>YES</b>
	<b><u>PCS Comments</u></b> <i>COMI is in the UK. The UK does not have severe clawback provisions. See comment under checklist point 1.</i>	

**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>3</b>	<b><u>STS Criteria</u></b> 3. Where the seller is not the original lender, the true sale or assignment or transfer with the same legal effect of the underlying exposures to the seller, whether that true sale or assignment or transfer with the same legal effect is direct or through one or more intermediate steps, shall meet the requirements set out in paragraphs 1 to 3.	<b><u>Verified?</u></b> <b>YES</b>
	<b><u>PCS Comments</u></b> See Prospectus, <i>ASSIGNMENT OF THE MORTGAGE LOANS AND RELATED SECURITY</i> . Representations and warranties (ee) each Mortgage Loan was originated by the Seller or an affiliate of the Seller in the ordinary course of business and is denominated in pounds Sterling and is currently repayable in pounds Sterling;	



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

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

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**STS Criteria**

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

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

**Verified?**  
**YES**

**PCS Comments**

See Prospectus, *TRIGGERS TABLES*.

**NON RATING TRIGGERS TABLE**

**Perfection Trigger Event**

- (a) delivery of an Enforcement Notice;
- (b) Insolvency Event in relation to the Seller;
- (c) a breach of obligations by the Seller (or the Servicer on behalf of the Seller) under the Transaction Documents, where such breach, if capable of remedy, has not been remedied within 90 calendar days following the day on which the Seller is aware of such breach. The Seller may amend this paragraph (c) so long as the Seller delivers a certificate to the Issuer that such amendment does not impact the designation as a 'simple, transparent and standardised' securitisation (within the meaning of the UK Securitisation Regulation) in respect of any Series or Class of Notes then outstanding which are intended to satisfy the UK STS Requirements;
- (d) (with certain caveats) termination of the Seller's role as Servicer under the Servicing Agreement;
- (e) the Seller and/or the Issuer being required to perfect legal title to the Mortgage Loans by an order of a court of competent jurisdiction, a change in law occurring after the Programme Date, or by a regulatory authority of which the Seller is a member or any organisation whose members comprise (but are not necessarily limited to) mortgage lenders with whose instructions it is customary for the Seller to comply;
- (f) the Security created under or pursuant to the Deed of Charge or any material part of that security being, in the opinion of the Security Trustee, in jeopardy; and
- (g) if the Seller determines, as at any date, that its CET1 Ratio has fallen below 6.00 per cent.

See Prospectus, *ASSIGNMENT OF THE MORTGAGE LOANS AND RELATED SECURITY*.

**Transfer of Title to the Mortgage Loans to the Issuer**

Legal assignment or assignation (as appropriate) of the Mortgage Loans and their Related Security to the Issuer (including any notification of such legal assignment or assignation (as appropriate) to the Borrowers) will be completed on or before the 30th Business Day after the earliest of the following (a "Perfection Trigger Event"):

- (a) the occurrence of an Event of Default and delivery of an Enforcement Notice;
- (b) the occurrence of an Insolvency Event in relation to the Seller;
- (c) a breach of obligations by the Seller (or the Servicer on behalf of the Seller) under the Transaction Documents, where such breach, if capable of remedy, has not been remedied within 90 calendar days following the day on which the Seller is aware of such breach. The Seller may amend this paragraph (c) so long as the Seller delivers a certificate to the Issuer that such amendment does not impact the designation as a 'simple, transparent and standardised' securitisation (within the meaning of the UK Securitisation Regulation) in respect of any Series or Class of Notes then outstanding which are intended to satisfy the UK STS Requirements;
- (d) unless otherwise agreed by the Security Trustee, the termination of the Seller's role as Servicer under the Servicing Agreement, unless as at the relevant date of termination any substitute servicer is any member of the Seller's corporate group;
- (e) the Seller and/or the Issuer being required to perfect legal title to the Mortgage Loans by an order of a court of competent jurisdiction or a change in law occurring after the Programme Date, or by a regulatory authority of which the Seller is a member or to whose authority the Seller is subject or any organisation whose members comprise (but are not necessarily limited to) mortgage lenders with whose instructions it is customary for the Seller to comply;
- (f) the security created under or pursuant to the Deed of Charge or any material part of that security being, in the opinion of the Security Trustee, in jeopardy; and
- (g) if the Seller determines, as at any date, that its CET1 Ratio has fallen below 6.00 per cent., where CET1 Ratio means the ratio (expressed as a percentage) of Common Equity Tier 1 as at such date to the Risk Weighted Assets as at the same date, in each case calculated by the Seller on an individual consolidated basis (as referred to in Article 9 of the UK CRR) or, as the context requires, a consolidated basis, Common Equity Tier 1 means, as at any date, the sum of all amounts that constitute common equity tier 1 capital of the Seller as at such date, less any deductions from common equity tier 1 capital required to be made as at such date, in each case as calculated by the Seller on an individual consolidated basis (as referred to in Article 9 of the UK CRR) or, as the context requires, a consolidated basis, in each case in accordance with the then prevailing Capital Regulations but without taking into account any transitional, phasing-in or similar provisions and Risk Weighted Assets means, as at any date, the aggregate amount of the risk weighted assets of the Seller as at such date, as calculated by the Seller on an individual consolidated basis (as referred to in Article 9 of the UK CRR) or, as the context requires, a consolidated basis, in each case in accordance with the then prevailing capital regulations but without taking into account any transitional, phasing-in or similar provisions.

See Prospectus, GLOSSARY.

"Insolvency Event"

*Criterion 4 requires two steps:*

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

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

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

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

*PCS has measured the trigger events against the EBA Guidelines.*

20.5(a)

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

The trigger provided in the Transaction meets these requirements. (g)

20.5(b)

The insolvency trigger is in the Transaction (b).

20.5(c)

The Regulation refers to “unremedied breaches of contractual obligations by the seller, including the seller’s default”.

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

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

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

The unremedied breach trigger is in the Transaction. (c)

**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.

<b>5</b>	<b><u>STS Criteria</u></b>	<b><u>Verified?</u></b> <b>YES</b>
	<p>5. The seller shall provide representations and warranties that, to the best of its knowledge, the underlying exposures included in the securitisation are not encumbered or otherwise in a condition that can be foreseen to adversely affect the enforceability of the true sale or assignment or transfer with the same legal effect.</p> <p><b><u>PCS Comments</u></b></p> <p>See Prospectus, <i>ASSIGNMENT OF THE MORTGAGE LOANS AND RELATED SECURITY</i>.</p> <p>Representations and warranties</p> <p>The Seller will give to the Issuer, the following Mortgage Loan Warranties (among others) in respect of the Mortgage Loans and their Related Security sold by the Seller to the Issuer on the relevant Assignment Date, in respect of any Further Advances sold by the Seller to the Issuer, on the relevant Advance Date, and in respect of any Product Switch granted by the Seller, on the relevant Switch Date:</p> <p>(b) subject to completion of any registration which may be pending at HM Land Registry and the Registers of Scotland, the Seller is the absolute unencumbered legal and beneficial owner of the Mortgage 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 Mortgage Loans and their Related Security are not subject, either totally or partially, to any lien, assignment (whether by way of absolute assignment or assignation 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;</p>	

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

<b>6</b>	<b><u>STS Criteria</u></b>	<b><u>Verified?</u></b> <b>YES</b>
	<p>6. The underlying exposures transferred from, or assigned by, the seller to the SSPE shall meet pre-determined, clear and documented eligibility criteria....</p> <p><b><u>PCS Comments</u></b></p> <p>See Prospectus, <i>ASSIGNMENT OF THE MORTGAGE LOANS AND RELATED SECURITY</i>.</p> <p>Eligibility Criteria</p> <p>The sale of a Mortgage Loan and its Related Security to the Issuer will be subject to that Mortgage Loan satisfying the following "Eligibility Criteria" on, and as at, the relevant Assignment Date:[...]</p> <p>Portfolio Criteria</p> <p>In addition, the sale of a Mortgage Loan and its Related Security to the Issuer will be subject to the satisfaction of the following "Portfolio Criteria" on, and as at, the relevant Assignment Date: [...]</p>	

Representations and warranties

The Seller will give to the Issuer, the following Mortgage Loan Warranties (among others) in respect of the Mortgage Loans and their Related Security sold by the Seller to the Issuer on the relevant Assignment Date, in respect of any Further Advances sold by the Seller to the Issuer, on the relevant Advance Date, and in respect of any Product Switch granted by the Seller, on the relevant Switch Date: [...]

*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.*

*PCS has read the eligibility criteria in the Prospectus. As they are mandatory, they meet the “predetermined” requirement. As they are in the Prospectus, they meet the “documented” requirement. PCS has also concluded that they allow determination in each case and so meet the “clear” requirement.*

7

**STS Criteria**

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.

**Verified?  
YES**

**PCS Comments**

See Prospectus, ASSIGNMENT OF THE MORTGAGE LOANS AND RELATED SECURITY.

Repurchase of the Mortgage Loans

The Seller's rights and obligations to sell Mortgage Loans and their Related Security to the Issuer and/or repurchase Mortgage Loans and their Related Security from the Issuer pursuant to the Mortgage Sale Agreement, do not constitute active portfolio management for the purposes of Article 20(7) of the UK Securitisation Regulation.

Repurchase of Non-Compliant Loans

General ability to repurchase

In order to effect any permitted redemption of any Notes in accordance with the terms of the Transaction Documents and the Conditions, the Seller may from time to time offer to repurchase:

- (a) randomly selected Mortgage Loans and their Related Security from the Issuer for a purchase price equal to the Current Balance of the relevant Mortgage Loans; and
- (b) any Mortgage Loan and its Related Security where such Mortgage Loan is at least two months in arrears,

provided, in each case, that the Mortgage Portfolio will continue to meet the Portfolio Criteria immediately following such repurchase. The Issuer will be required to accept any such offer.

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

<b>8</b>	<b><u>STS Criteria</u></b>	<b><u>Verified?</u></b> <b>YES</b>
	<p>8. Exposures transferred to the SSPE after the closing of the transaction shall meet the eligibility criteria applied to the initial underlying exposures.</p> <p><b><u>PCS Comments</u></b></p> <p>See Prospectus, <i>ASSIGNMENT OF THE MORTGAGE LOANS AND RELATED SECURITY</i>.</p> <p>Eligibility Criteria</p> <p>The sale of a Mortgage Loan and its Related Security to the Issuer will be subject to that Mortgage Loan satisfying the following "Eligibility Criteria" on, and as at, the relevant Assignment Date:[...]</p> <p>Portfolio Criteria</p> <p>In addition, the sale of a Mortgage Loan and its Related Security to the Issuer will be subject to the satisfaction of the following "Portfolio Criteria" on, and as at, the relevant Assignment Date: [...]</p> <p>Representations and warranties</p> <p>The Seller will give to the Issuer, the following Mortgage Loan Warranties (among others) in respect of the Mortgage Loans and their Related Security sold by the Seller to the Issuer on the relevant Assignment Date, in respect of any Further Advances sold by the Seller to the Issuer, on the relevant Advance Date, and in respect of any Product Switch granted by the Seller, on the relevant Switch Date: [...]</p> <p>See Prospectus, <i>GLOSSARY</i>.</p> <p>"Assignment Date"</p> <p>(i) the First Closing Date with respect to the Initial Mortgage Portfolio and (ii) each date of assignment or transfer of an Additional Mortgage Portfolio to the Issuer in accordance with the Mortgage Sale Agreement.</p>	

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

<b>9</b>	<b><u>STS Criteria</u></b>	<b><u>Verified?</u></b> <b>YES</b>
	<p>9. The securitisation shall be backed by a pool of underlying exposures that are homogeneous in terms of asset type, taking into account the specific characteristics relating to the cash flows of the asset type including their contractual, credit risk and prepayment characteristics. A pool of underlying exposures shall only comprise one asset type.</p> <p><b><u>PCS Comments</u></b></p> <p>See Prospectus, <i>THE MORTGAGE LOANS AND THE MORTGAGE PORTFOLIO</i>.</p> <p>THE MORTGAGE LOANS</p>	

## Other characteristics

All Mortgage Loans in the Mortgage Portfolio are homogenous for the purposes of Article 20(8) of the UK Securitisation Regulation, on the basis that all such Mortgage 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 Mortgage Loans, Interest Only Mortgage Loans or Part and Part Mortgage 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.

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

**10** **STS Criteria**

10. The underlying exposures shall contain obligations that are contractually binding and enforceable.

**Verified?****YES****PCS Comments**

See Prospectus, *ASSIGNMENT OF THE MORTGAGE LOANS AND RELATED SECURITY*.

## Representations and warranties

(c) each Mortgage Loan and its Related Security constitutes a valid and binding obligation of the Borrower enforceable in accordance with its terms and each Related Security secures the repayment of all advances, interest, costs and expenses payable by the relevant Borrower to the Seller in priority to any other charges registered against the relevant Mortgaged Property, provided however that:

(i) this warranty will not be deemed to have been breached if the reason for the invalidity, non-binding nature or enforceability is a failure to comply with the Unfair Terms in Consumer Contracts Regulations 1994 or 1999, the Consumer Rights Act 2015, the Consumer Credit Act 1974 (where such legislation applies to a particular Mortgage Loan) or the FSMA (where such legislation applies to a particular Mortgage Loan);

(ii) the Seller makes no representation as to the fairness or otherwise of terms which relate to its ability to vary the rate of interest;

(iii) enforceability may be limited by bankruptcy, insolvency or other similar laws of general applicability affecting the enforcement of creditors' rights and the courts' discretion in relation to equitable remedies; and

(iv) this representation will not apply in respect of any early repayment charges or redemption fees;

(cc) so far as the Seller is aware, none of the terms in any Mortgage Loan and its related Mortgage are unfair terms within the meaning of the Unfair Terms in Consumer Contracts Regulations 1994, the Unfair Terms in Consumer Contracts Regulations 1999 or the Consumer Rights Act 2015 in any material respect save those which impose Early Repayment Charges;

<b>11</b>	<b>STS Criteria</b>	<b>Verified?</b> <b>YES</b>
	<p>11. With full recourse to debtors and, where applicable, guarantors.</p> <p><b>PCS Comments</b></p> <p>See Prospectus, <i>ASSIGNMENT OF THE MORTGAGE LOANS AND RELATED SECURITY</i>.</p> <p>Representations and warranties</p> <p>(ff) the Seller has full recourse to the relevant Borrower under the relevant Mortgage Loans;</p> <p>See Prospectus, <i>GLOSSARY</i>.</p> <p>"Borrower"</p> <p>In relation to a Mortgage Loan, the individual or individuals specified as such in the relevant Mortgage Deed together with the individual or individuals (if any) from time to time assuming an obligation to repay such Mortgage Loan or any part of it.</p>	

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

<b>12</b>	<b>STS Criteria</b>	<b>Verified?</b> <b>YES</b>
	<p>12. The underlying exposures shall have defined periodic payment streams, the instalments of which may differ in their amounts.</p> <p><b>PCS Comments</b></p> <p>See Prospectus, <i>THE MORTGAGE LOANS AND THE MORTGAGE PORTFOLIO</i>.</p> <p>THE MORTGAGE LOANS</p> <p>Repayment Terms</p> <p>Borrowers typically make payments of interest on, and repay principal of, their Mortgage Loans using one of the following methods:</p> <ul style="list-style-type: none"> <li>• Repayment Mortgage Loans: the Borrowers make weekly, fortnightly or monthly payments of both interest and principal so that, when the Mortgage Loan matures, the Borrowers will have repaid the full amount of the principal of the Mortgage Loan;</li> <li>• Interest Only Mortgage Loans: the Borrowers make monthly payments of interest but not of principal; when the Mortgage Loan matures, the entire principal amount of the Mortgage Loan is still outstanding and the Borrowers must repay that amount in one lump sum. Where Mortgage Loans are interest only, proof is required that a suitable repayment mechanism has been put in place; and</li> <li>• Part and Part Mortgage Loans: the Borrowers are required to repay part of the principal amount of the Mortgage Loan by making monthly payments of both interest and principal and to repay the remaining part of the principal amount of the Mortgage Loan in one lump sum when the Mortgage Loan matures.</li> </ul> <p>Lending Criteria</p>	



(i) Loan – Repayment Methods

The repayment types acceptable for owner occupier mortgages are:

- Repayment (also known as Capital & Interest repayment); and
- Interest Only.

**13 STS Criteria**

13. Relating to rental, principal, or interest payments, or to any other right to receive income from assets supporting such payments. The underlying exposures may also generate proceeds from the sale of any financed or leased assets.

**Verified?  
YES**

**PCS Comments**

See point 12 above.

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

**Security**

As security for the payment of all monies payable in respect of the Notes of each Series, the Issuer has, pursuant to the Deed of Charge, created security in favour of the Security Trustee for itself and on trust for, among others, the Noteholders of each Series including the following:

- a first fixed charge over all of the Issuer's right, title, interest and benefit, present and future, in, to and under the Mortgage Portfolio in respect of the English Mortgage Loans and their Related Security and all other related rights under the same;
- an assignment by way of first fixed security of the Issuer's right, title, interest, benefit and interest, present and future, in, to and under each of the Transaction Documents to which it is a party (but excluding all of the Issuer's right, title, interest and benefit in the Deed of Charge, any Scottish Declaration of Trust, any Scottish Supplemental Charge and any Scottish Sub-Security (and, in respect of the Swap Agreements, after giving effect to all applicable netting and set-off provisions therein));
- a first fixed charge over the Issuer's right, title, interest and benefit in each Transaction Account, each Custody Account, each Swap Collateral Account and each other account (if any) of the Issuer and all amounts or securities standing to the credit of those accounts (including all interest or other income or distributions earned on such amounts or securities) and the debts represented by them, together with all rights and claims relating or attached thereto including, without limitation, the right to interest and the proceeds of any of the foregoing;
- a first fixed charge over the Issuer's right, title, benefit and interest, present and future in, to and under all Authorised Investments made by or on behalf of the Issuer (including all interest and other income or distributions paid or payable on such investments), any Swap Collateral in the form of securities from time to time being owned by the Issuer and all rights in respect of or ancillary to such Authorised Investments and such Swap Collateral, including the right to income, distributions and the proceeds of any of the foregoing;
- an assignment by way of first fixed security of the Issuer's rights, title, interest and benefit in any Insurance Policies;
- an assignment in security in respect of the Issuer's right, title and interest in the Scottish Mortgage Loans and their Related Security (comprising the Issuer's beneficial interest under the initial Scottish Declaration of Trust); and
- a first floating charge over all the assets and undertaking of the Issuer which are not otherwise effectively subject to a fixed charge or assignment by way of security as described in the preceding paragraphs (and also extending over all of the Issuer's Scottish assets and undertaking whether or not effectively charged or assigned by way of security as aforesaid).

See Prospectus, *GLOSSARY*.

"Initial Mortgage Portfolio"

"Related Security"

**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>14</b>	<b>STS Criteria</b>	<b>Verified?</b> <b>YES</b>
	<p>14. The underlying exposures shall not include transferable securities, as defined in Article 4(1), (24) of Article 2(1) of Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012 of the European Parliament and of the Council other than corporate bonds, provided that they are not listed on a trading venue.</p> <p><b>PCS Comments</b></p> <p>See Prospectus, <i>THE MORTGAGE LOANS AND THE MORTGAGE PORTFOLIO</i>.</p> <p>THE MORTGAGE LOANS</p> <p>Other characteristics</p> <p>The Mortgage Loans, as at the relevant Assignment Date, do not include any transferable securities, any securitisation positions or any derivatives, in each case on the basis that the Mortgage Loans have been entered into substantially on the terms of similar standard documentation for residential mortgages loans.</p>	

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

<b>15</b>	<b>STS Criteria</b>	<b>Verified?</b> <b>YES</b>
	<p>15. The underlying exposures shall not include any securitisation position.</p> <p><b>PCS Comments</b></p> <p>See Prospectus, <i>THE MORTGAGE LOANS AND THE MORTGAGE PORTFOLIO</i>.</p> <p>THE MORTGAGE LOANS</p> <p>Other characteristics</p> <p>The Mortgage Loans, as at the relevant Assignment Date, do not include any transferable securities, any securitisation positions or any derivatives, in each case on the basis that the Mortgage Loans have been entered into substantially on the terms of similar standard documentation for residential mortgages loans.</p>	

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

16	<b>STS Criteria</b> 16. The underlying exposures shall be originated in the ordinary course of the originator's or original lender's business.	<b>Verified?</b> YES
	<b>PCS Comments</b> See Prospectus, <i>ASSIGNMENT OF THE MORTGAGE LOANS AND RELATED SECURITY</i> . Representations and warranties (ee) each Mortgage Loan was originated by the Seller or an affiliate of the Seller in the ordinary course of business and is denominated in Sterling and is currently repayable in Sterling;	
17	<b>STS Criteria</b> 17. Pursuant to underwriting standards that are no less stringent than those that the originator or original lender applied at the time of origination to similar exposures that are not securitised.	<b>Verified?</b> YES
	<b>PCS Comments</b> See Prospectus, <i>THE MORTGAGE LOANS AND THE MORTGAGE PORTFOLIO</i> . THE MORTGAGE LOANS Underwriting The underwriting approach of the Seller and its affiliates has changed over time. Mortgage Loans in the Mortgage Portfolio may have been originated in accordance with different underwriting criteria from those set out here, depending on their date of origination. Nonetheless, each Mortgage Loan was originated by or made by the Seller or an affiliate of the Seller in the ordinary course of business pursuant to underwriting standards that are no less stringent than those that the Seller or its affiliate applied at the time of origination to similar exposures that are not included in the Mortgage Portfolio.	

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

18	<b>STS Criteria</b> 18. The underwriting standards pursuant to which the underlying exposures are originated and any material changes from prior underwriting standards shall be fully disclosed to potential investors without undue delay.	<b>Verified?</b> YES
	<b>PCS Comments</b> See Prospectus, <i>THE MORTGAGE LOANS AND THE MORTGAGE PORTFOLIO</i> . Lending Criteria	

It should be noted that the Lending Criteria have changed over time and not all Mortgage Loans in the Mortgage Portfolio will have been originated under these terms. However, the lending criteria relevant to the origination of the Mortgage Loans in the Mortgage Portfolio were substantially similar to those set out below and any such changes over time have not affected the homogeneity (as determined in accordance with Article 20(8) of the UK Securitisation Regulation) of the loans comprising the Mortgage Portfolio. Any material change to the Lending Criteria after the date of this Base Prospectus which would affect the homogeneity (as determined in accordance with Article 20(8) of the UK Securitisation Regulation) of the loans comprising the Mortgage Portfolio or which would materially affect the overall credit risk or the expected average performance of the Mortgage Portfolio will (to the extent such change affects the Mortgage Loans included in the Mortgage Portfolio from time to time) be disclosed (along with an explanation of the rationale for such changes being made) to investors by the Seller without undue delay.

*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.*

**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>19</b>	<b>STS Criteria</b>	<b>Verified? YES</b>
	<p>19. In the case of securitisations where the underlying exposures are residential loans, the pool of loans shall not include any loan that was marketed and underwritten on the premise that the loan applicant or, where applicable intermediaries, were made aware that the information provided might not be verified by the lender.</p> <p><b>PCS Comments</b></p> <p>See Prospectus, <i>ASSIGNMENT OF THE MORTGAGE LOANS AND RELATED SECURITY</i>.</p> <p>Representations and warranties</p> <p>(kk) no Mortgage Loan was marketed and underwritten on the premise that the loan applicant or, as applicable, any intermediary, was made aware that the information provided might not be verified by the Seller nor by its affiliates;</p> <p>See Prospectus, <i>THE MORTGAGE LOANS AND THE MORTGAGE PORTFOLIO</i>.</p> <p>Other characteristics</p> <p>The Mortgage Loans do not include: (i) any Mortgage Loans that, at the time of origination, were marketed and underwritten on the premise that the Mortgage Loan applicant or, where applicable, intermediaries were made aware that the information provided by the Mortgage 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.</p>	

**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.

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

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

<b>21</b>	<p><b>STS Criteria</b></p> <p>21. The originator or original lender shall have expertise in originating exposures of a similar nature to those securitised.</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See Prospectus, <i>THE SELLER, THE SERVICER, THE CASH MANAGER, THE FIRST ACCOUNT BANK AND THE VFN REGISTRAR</i>.</p> <p>The Society has significantly more than 5 years' experience in the origination, underwriting and servicing of mortgage loans similar to those to be included in the Mortgage Portfolio.</p>	

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

<b>22</b>	<p><b><u>STS Criteria</u></b>                  22. The underlying exposures shall be transferred to the SSPE after selection without undue delay...</p>	<p><b><u>Verified?</u></b>  <b>YES</b></p>
	<p><b><u>PCS Comments</u></b>                  See Prospectus, <i>THEMORTGAGE LOANS AND MORTGAGE PORTFOLIO</i>.                  Other Characteristics                  The Mortgage Loans comprised in the Initial Mortgage Portfolio will be transferred to the Issuer after selection for inclusion in the Initial Mortgage Portfolio without undue delay.                  See Final Terms.                  Issue of Series 2023-2 Class A Notes.                  The Cut-off Date Mortgage Portfolio  <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>	
<b>23</b>	<p><b><u>STS Criteria</u></b>                  23. And shall not include, at the time of selection, exposures in default within the meaning of Article 178(1) of Regulation (EU) No 575/2013...</p>	<p><b><u>Verified?</u></b>  <b>YES</b></p>
	<p><b><u>PCS Comments</u></b>                  See Prospectus, <i>ASSIGNMENT OF THE MORTGAGE LOANS AND RELATED SECURITY</i>.                  Representations and warranties                  (II) no Mortgage 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 Withdrawal Act) developed in accordance with Article 178 of the UK CRR;                  See Prospectus, <i>THE MORTGAGE LOANS AND THE MORTGAGE PORTFOLIO</i>.                  Other characteristics                  The Mortgage Loans do not include: (i) any Mortgage Loans that, at the time of origination, were marketed and underwritten on the premise that the Mortgage Loan applicant or, where applicable, intermediaries were made aware that the information provided by the Mortgage 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.</p>	

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

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

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

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

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

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

24	<b>STS Criteria</b> 24. 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>
	<b>PCS Comments</b> See Prospectus, <i>ASSIGNMENT OF THE MORTGAGE LOANS AND RELATED SECURITY</i> . Representations and warranties  (mm) no Mortgage Loan, so far as the Seller is aware, is a Mortgage Loan to a Borrower who is a "credit-impaired debtor" as described in Article 20(11) of the UK Securitisation Regulation, and, in each case, in accordance with any official guidance issued in relation thereto;	
25	<b>STS Criteria</b> 25.(a) has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> <i>See point 24 above.</i>	
26	<b>STS Criteria</b> 26. Or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the date of transfer or assignment of the underlying exposures to the SSPE, except if:	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> <i>See point 24 above.</i>	

27	<b>STS Criteria</b> 27. (i) a restructured underlying exposure has not presented new arrears since the date of the restructuring which must have taken place at least one year prior to the date of transfer or assignment of the underlying exposures to the SSPE; and	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> <i>See point 24 above.</i>	
28	<b>STS Criteria</b> 28. (ii) the information provided by the originator, sponsor and SSPE in accordance with points (a) and (e)(i) of the first subparagraph of Article 7(1) explicitly sets out the proportion of restructured underlying exposures, the time and details of the restructuring as well as their performance since the date of the restructuring;	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> <i>See point 24 above.</i>	
29	<b>STS Criteria</b> 29. (b) was, at the time of origination, where applicable, on a public credit registry of persons with adverse credit history or, where there is no such public credit registry, another credit registry that is available to the originator or original lender;	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> <i>See point 24 above.</i>	
30	<b>STS Criteria</b> 30. (c) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not being made is significantly higher than for comparable exposures held by the originator which are not securitised.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> <i>See point 24 above.</i>	



**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.

<b>31</b>	<b><u>STS Criteria</u></b>	<b><u>Verified?</u></b> <b>YES</b>
	<p>31. The debtors shall at the time of transfer of the exposures, have made at least one payment, except in the case of revolving securitisations backed by exposures payable in a single instalment or having a maturity of less than one year, including without limitation monthly payments on revolving credits.</p> <p><b><u>PCS Comments</u></b></p> <p>See Prospectus, <i>ASSIGNMENT OF THE MORTGAGE LOANS AND RELATED SECURITY</i>.</p> <p>Representations and warranties</p> <p>(s) each Borrower has made at least one Monthly Payment;</p>	

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

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

<b>32</b>	<b><u>STS Criteria</u></b>	<b><u>Verified?</u></b> <b>YES</b>
	<p>32. The repayment of the holders of the securitisation positions shall not have been structured to depend predominantly on the sale of assets securing the underlying exposures.</p> <p><b><u>PCS Comments</u></b></p> <p>See Prospectus, <i>THE MORTGAGE LOANS AND THE MORTGAGE PORTFOLIO</i>.</p> <p>THE MORTGAGE LOANS</p> <p>Repayment Terms</p> <p>Borrowers typically make payments of interest on, and repay principal of, their Mortgage Loans using one of the following methods:</p> <ul style="list-style-type: none"> <li>• Repayment Mortgage Loans: the Borrowers make weekly, fortnightly or monthly payments of both interest and principal so that, when the Mortgage Loan matures, the Borrowers will have repaid the full amount of the principal of the Mortgage Loan;</li> <li>• Interest Only Mortgage Loans: the Borrowers make monthly payments of interest but not of principal; when the Mortgage Loan matures, the entire principal amount of the Mortgage Loan is still outstanding and the Borrowers must repay that amount in one lump sum. Where Mortgage Loans are interest only, proof is required that a suitable repayment mechanism has been put in place; and</li> <li>• Part and Part Mortgage Loans: the Borrowers are required to repay part of the principal amount of the Mortgage Loan by making monthly payments of both interest and principal and to repay the remaining part of the principal amount of the Mortgage Loan in one lump sum when the Mortgage Loan matures.</li> </ul> <p>Lending Criteria</p>	

(i) Loan – Repayment Methods

From December 2012, owner occupier mortgages have only been granted on a capital and interest repayment basis. However, the Seller and its affiliates may originate Interest Only Mortgage Loans and Part and Part Mortgage Loans at a subsequent time.

*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. Accordingly, none of the assets in the pool display any predominant reliance on the sale of the assets.*

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

<b>33</b>	<b><u>STS Criteria</u></b>	<b><u>Verified?</u></b> <b>YES</b>
33.The originator, sponsor or original lender shall satisfy the risk retention requirement in accordance with Article 6.		
<b><u>PCS Comments</u></b>		
See Prospectus.		
EU and UK Risk Retention Requirements		
The Seller confirms that it will (in its capacity as originator for the purposes of each of the EU Securitisation Regulation and the UK Securitisation Regulation) retain, on an ongoing basis, a material net economic interest in the securitisation of not less than 5 per cent. in accordance with (i) Article 6(1) of the EU Securitisation Regulation, subject always to any requirement of law (the "EU Risk Retention Requirements") and (ii) Article 6(1) of the UK Securitisation Regulation, as implemented at the date of this Base Prospectus subject always to any requirement of law (the "UK Risk Retention Requirements"). The Seller intends to satisfy both the EU Risk Retention Requirement and the UK Risk Retention Requirement through retaining a portion of the Seller's Note in an amount at least equal to 5 per cent. of the then aggregate outstanding Current Balance of the Mortgage Portfolio in accordance with Article 6(3)(b) of the EU Securitisation Regulation and Article 6(3)(b) of the UK Securitisation Regulation.		
See Prospectus, <i>CERTAIN REGULATORY REQUIREMENTS</i> .		
THE UK SECURITISATION REGULATION		
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 the UK Securitisation Regulation;		
(b) at all relevant times comply with the requirements of Article 7(1)(e)(iii) of the UK Securitisation Regulation by confirming in the Investor Reports the risk retention of the Seller as contemplated by Article 6(1) of the UK Securitisation Regulation;		
(c) not change the manner in which it retains such material net economic interest, except to the extent permitted by the UK Securitisation Regulation; 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 UK Securitisation Regulation.		
The Seller intends to satisfy the UK Risk Retention Requirements through the retention of the Minimum Seller's Note Amount which will not be less than 5 per cent. of the then nominal value of each of the securitised exposures in accordance with Article 6(3)(b) of the UK Securitisation Regulation. Any change to the manner in which such interest is held will be notified to the Issuer, the Note Trustee and the Noteholders in accordance with the Conditions.		

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

<b>34</b>	<b><u>STS Criteria</u></b>	<b><u>Verified?</u></b> <b>YES</b>
	<p>34. The interest rate...risks arising from the securitisation shall be appropriately mitigated.</p> <p><b><u>PCS Comments</u></b></p> <p>See Prospectus, <i>THE SWAP AGREEMENTS</i>.</p> <p>The Interest Rate Swap Agreements</p> <p>The Issuer has entered, on the First Closing Date, and will be required to enter, on each subsequent Closing Date on which any further Series of Class A Notes which are Floating Rate Notes are issued, into one or more Interest Rate Swap Agreements with respect to the Current Balance of the Fixed Rate Mortgage Loans sold to the Issuer under the Mortgage Sale Agreement multiplied by the then Swap Funding Note Percentage. Fixed Rate Mortgage Loans will pay a fixed rate of interest for a period of time. The purpose of each Interest Rate Swap is to mitigate the Issuer's interest rate risk with respect to the Fixed Rate Mortgage Loans and to provide for the Issuer to receive from the relevant Interest Rate Swap Counterparty amounts which will enable it to meet interest payments due on certain Notes. In return for such amounts, the Issuer will pay to the relevant Interest Rate Swap Counterparty amounts based on the rates of interest on the relevant portfolio of Fixed Rate Mortgage Loans in the Mortgage Portfolio. Each Interest Rate Swap will properly mitigate the interest rate risk present in the transaction in the context of the Notes.</p> <p>See also underlying swap documents, ISDA Schedule, Credit Support Annex and Confirmation.</p> <p>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:</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> </ul> <p>In the case of the Transaction, payments from the mortgage loans represent mostly fixed rate payments, while the notes are floating rate. An interest rate swap is used in the Transaction to mitigate fixed-to-floating interest rate risk, covering the period during which the underlying assets have fixed rates. Information provided in the transaction documents indicate that interest rate risk has been appropriately mitigated.</p>	

35	<b>STS Criteria</b>	<b>Verified?</b>
	35. Currency risks arising from the securitisation shall be appropriately mitigated.	<b>YES</b>
	<b>PCS Comments</b>	
	Assets:	
	See Prospectus, <i>ASSIGNMENT OF THE MORTGAGE LOANS AND RELATED SECURITY</i> .	
	Representations and warranties	
	(ee) each Mortgage Loan was originated by the Seller or an affiliate of the Seller in the ordinary course of business and is denominated in pounds Sterling and is currently repayable in pounds Sterling;	
	<i>Liabilities:</i>	
	See Prospectus, <i>DESCRIPTION OF THE NOTES</i> .	
	Denominations of the Notes	
	No less than £100,000 (and integral multiples of £1,000 in excess thereof) or, in respect of any Note issued which has a maturity of less than a year, £100,000 (or, in each case, its equivalent in the relevant currencies as at the date of issue of such Notes) or as otherwise specified in the applicable Final Terms.	
	Currencies	
	Sterling, US Dollar and Euro, or as otherwise specified in the applicable Final Terms.	
	See Prospectus, <i>THE SWAP AGREEMENTS</i> .	
	The Currency Swaps	
	To protect the Issuer against certain interest rate and/or currency risks in respect of amounts received by the Issuer in respect of the Mortgage Portfolio and amounts payable by the Issuer under each Series and Class of Notes, the Issuer will, on the Closing Date for a Series and Class of Notes (and where it is required to hedge such risks) enter into a Currency Swap Agreement with the relevant Currency Swap Counterparty. The Currency Rate Swap will cover a major share of the currency risk present in the transaction in the context of any Series of Notes with a specified currency other than Sterling and therefore the risk is properly mitigated.	
	See PCS comment under 34 above.	
	Both notes and Loans are currently denominated solely in Sterling. In the absence of any currency mismatch, no currency hedging is therefore currently necessary.	
36	<b>STS Criteria</b>	<b>Verified?</b>
	36. Any measures taken to that effect shall be disclosed.	<b>YES</b>
	<b>PCS Comments</b>	
	See Prospectus, <i>THE SWAP AGREEMENTS</i> .	
	The Interest Rate Swap Agreement	

The Currency Swaps

See PCS comment under 34 above.

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

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

<b>37</b>	<p><b>STS Criteria</b></p> <p>37. Except for the purpose of hedging currency risk or interest rate risk, the SSPE shall not enter into derivative contracts and...</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See Prospectus, <i>THE ISSUER</i>.</p> <p>Except for the purpose of hedging interest-rate or currency risk, the Issuer will not enter into derivative contracts for the purposes of Article 21(2) of the UK Securitisation Regulation.</p> <p>See Final Terms.</p> <p>UK SECURITISATION REGULATION</p> <p>Mitigation of interest rate risks</p> <p>Except for the purpose of hedging interest rate risk, the Issuer will not enter into derivative contracts.</p>	
<b>38</b>	<p><b>STS Criteria</b></p> <p>38. ...Shall ensure that the pool of underlying exposures does not include derivatives.</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See Prospectus, <i>THE MORTGAGE LOANS AND THE MORTGAGE PORTFOLIO</i>.</p> <p>Other Characteristics</p> <p>The Mortgage Loans, as at the relevant Assignment Date, do not include any transferable securities, any securitisation positions or any derivatives, in each case on the basis that the Mortgage Loans have been entered into substantially on the terms of similar standard documentation for residential mortgages loans. The Mortgage Loans comprised in the Initial Mortgage Portfolio will be transferred to the Issuer after selection for inclusion in the Initial Mortgage Portfolio without undue delay.</p>	

<b>39</b>	<b><u>STS Criteria</u></b>	<b><u>Verified?</u></b>
	39. Those derivatives shall be underwritten and documented according to common standards in international finance.	<b>YES</b>
<b><u>PCS Comments</u></b>		
See Prospectus, <i>GLOSSARY</i> .		
"Currency Swap Agreements"		
The ISDA master agreements, schedules thereto and confirmations thereunder relating to the currency and/or interest rate swaps to be entered into in connection with any Series or Class of Notes, and any Credit Support Annexes or other credit support documents entered into at any time among the Issuer and the relevant Currency Swap Counterparty and/or any credit support provider, as amended, restated, supplemented or otherwise modified or replaced and in effect from time to time.		
"Interest Rate Swap Agreements"		
Each ISDA master agreement, schedule thereto and confirmations thereunder entered into between the Issuer and any Interest Rate Swap Counterparty relating to the Interest Rate Swaps, and any credit support annexes or other credit support documents entered into at any time among the Issuer and the applicable Interest Rate Swap Counterparty and/or any credit support provider, and each an "Interest Rate Swap Agreement".		

**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.

<b>40</b>	<b><u>STS Criteria</u></b>	<b><u>Verified?</u></b>
	40. Any referenced interest payments under the securitisation assets and liabilities shall be based on generally used market interest rates, or generally used sectoral rates reflective of the cost of funds and shall not reference complex formulae or derivatives.	<b>YES</b>
<b><u>PCS Comments</u></b>		
<i>Liabilities</i>		
See Prospectus, <i>DESCRIPTION OF THE NOTES</i> .		
Fixed Rate Notes		
A Series and Class of Class A Notes which are Fixed Rate Notes will bear interest at the fixed rate specified in the applicable Final Terms, which will be calculated on the basis of the Day Count Fraction specified in the applicable Final Terms (see Condition 4(a) (Interest on Fixed Rate Notes)).		
Floating Rate Notes		
A Series and Class of Class A Notes which are Floating Rate Notes will bear interest at a floating rate determined on the basis of SONIA, EURIBOR, €STR, SOFR or such other reference rate appearing on the agreed screen page of a commercial quotation service specified in the applicable Final Terms. The margin (if any) will be as specified in the applicable Final Terms. (See Condition 4(b) (Interest on Floating Rate Notes)).		
<i>Assets</i>		

See Prospectus, *THE MORTGAGE LOANS AND THE MORTGAGE PORTFOLIO*.

## THE MORTGAGE LOANS

### Characteristics of the Mortgage Loans

#### Interest Payments

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

- Fixed Rate Mortgage Loans: Mortgage Loans which are 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 Mortgage Loans. An early repayment charge may be payable in respect of these Mortgage Loans for a set period of time, which generally corresponds with the term of the fixed interest rate;
- Discount Variable Rate Mortgage Loans: Mortgage Loans which allow the Borrower, for a set period of time or for the life of the Mortgage Loan, to pay interest at a specified discount to the CBS Standard Variable Rate or the Issuer Standard Variable Rate, as the case may be and which, at the end of the discounted period, generally convert to a Variable Rate Mortgage Loan. An early repayment charge may be payable in respect of these Mortgage Loans for a set period of time, which generally corresponds with the term of the discounted interest rate;
- Capped (Variable Rate) Mortgage Loans: Variable Rate Mortgage Loans which have a rate of interest which will not increase above a specified rate for a certain period of time and which, at the end of such period, generally convert to Variable Rate Mortgage Loans. An early repayment charge may be payable in respect of these Mortgage Loans for a set period of time;
- Variable Rate Mortgage Loans: Mortgage Loans which are subject to a rate of interest linked to the CBS Standard Variable Rate, or the Issuer Standard Variable Rate, as the case may be, for the remaining life of the relevant Mortgage Loan or until an alternative product that the relevant Borrower qualifies for is selected by that Borrower. Variable Rate Mortgage Loans will not usually have an early repayment charge; and
- Flexx Rate Mortgage Loans: Mortgage Loans which are subject to a CBS Flexx Rate or an Issuer Flexx Rate, as the case may be, for the remaining life of the relevant Mortgage Loan or until an alternative product that the Borrower qualifies for is selected by the relevant Borrower. Flexx Rate Mortgage Loans will not usually have an early repayment charge.
- Tracker Rate Mortgage Loans: Mortgage Loans to the extent that, and for such period that, their Mortgage Conditions provide that they are subject to a rate of interest linked to or tracking a rate set by the Bank of England and, at the expiration of that period, generally convert to Variable Rate Mortgage Loans or any other rate as specified in the relevant Mortgage Conditions.



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

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

<b>41</b>	<b>STS Criteria</b>	<b>Verified?</b> <b>YES</b>
	<p>41. 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>PCS Comments</b></p> <p>See Prospectus, <i>CREDIT STRUCTURE AND CASHFLOWS</i>.</p> <p>APPLICATION OF AVAILABLE FUNDS FOLLOWING THE DELIVERY OF AN ENFORCEMENT NOTICE</p> <p>See Prospectus, <i>OVERVIEW OF CREDIT STRUCTURE AND CASHFLOWS</i>.</p> <p>Post-Enforcement Priority of Payments</p> <p><i>Post-enforcement priority of payments indicates that no cash is trapped.</i></p>	
<b>42</b>	<b>STS Criteria</b>	<b>Verified?</b> <b>YES</b>
	<p>42. (b) Principal receipts from the underlying exposures shall be passed to investors via sequential amortisation of the securitisation positions, as determined by the seniority of the securitisation position;</p>	
	<p><b>PCS Comments</b></p> <p>See Prospectus, <i>CREDIT STRUCTURE AND CASHFLOWS</i>.</p> <p>APPLICATION OF AVAILABLE FUNDS FOLLOWING THE DELIVERY OF AN ENFORCEMENT NOTICE</p> <p><i>Principal is paid sequentially under post enforcement order of priority.</i></p>	

43	<b>STS Criteria</b> 43. (c) Repayment of the securitisation positions shall not be reversed with regard to their seniority; and	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See Prospectus, <i>CREDIT STRUCTURE AND CASHFLOWS</i> . <i>The priority of payments post-enforcement maintains repayment in line with seniority.</i>	
44	<b>STS Criteria</b> 44. (d) No provisions shall require automatic liquidation of the underlying exposures at market value.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See Prospectus, <i>SECURITY FOR THE ISSUER'S OBLIGATIONS</i> . Deed of Charge Enforcement The Security will become enforceable following the delivery by the Note Trustee of an Enforcement Notice to the Issuer. No provision of the Deed of Charge requires automatic liquidation upon default. See also underlying transaction documents, Deed of Charge. 8 Enforcement.	

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

45	<b>STS Criteria</b> 45. Transactions which feature non-sequential priority of payments shall include triggers relating to the performance of the underlying exposures resulting in the priority of payments reverting to sequential payments in order of seniority. Such performance-related triggers shall include at least the deterioration in the credit quality of the underlying exposures below a pre-determined threshold.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See Prospectus, TRIGGERS TABLES. NON RATING TRIGGERS TABLE Asset Trigger Event	

The first step in analysing this criterion is to determine whether the transaction features non-sequential priorities of payment. If the Transaction does, then does it contain appropriate triggers. The EBA Guidelines provide three examples of triggers that meet the requirement of "deterioration of the credit quality of the underlying exposures below a pre-determined threshold". Where a trigger is one of the EBA example, then the criterion is met. If not, then an analysis must be conducted to determine whether the trigger does meet the definition of the Regulation.

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

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

**46** STS Criteria

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

- (a) a deterioration in the credit quality of the underlying exposures to or below a pre-determined threshold;

**Verified?**  
**YES**

PCS Comments

See Prospectus, *ASSIGNMENT OF THE MORTGAGE LOANS AND RELATED SECURITY*.

Sale by the Seller of Mortgage Loans and Related Security

For so long as a Sale Period is continuing, the Issuer will be permitted to acquire Mortgage Loans and their Related Security from the Seller in the four circumstances described below:

- (c) the Issuer may use Available Principal Receipts to acquire Additional Mortgage Loans and their Related Security from the Seller;

Additional Mortgage Portfolios

The Seller may sell Additional Mortgage Portfolios comprising Additional Mortgage Loans and their Related Security to the Issuer for as long as a Sale Period is continuing.

See Prospectus, *TRIGGERS TABLES*.

NON-RATING TRIGGERS TABLE

Asset Trigger Event

Any amount is recorded as a debit on the Class A Principal Deficiency Sub-Ledger after the application of available funds in accordance with the applicable Priorities of Payment on a Payment Date.

Non-Asset Trigger Event

- (a) Insolvency Event in relation to the Seller or the Servicer;

(b) notice is provided by the Issuer to the Servicer terminating the appointment of the Servicer following the occurrence of a Servicer Termination Event in accordance with the terms of the Servicing Agreement, and a replacement Servicer is not appointed within six months following the provision of such notice;

(c) the Actual Subordination Amount continues to be less than the Required Subordination Amount for a period of two months following the date on which the Servicer became aware of the reduction of the Actual Subordination Amount below the Required Subordination Amount, and the Actual Subordination Amount is not restored to the level which is at least equal to the Required Subordination Amount by the end of such period;

(d) the Principal Amount Outstanding of the Seller's Note continues to be less than the Minimum Seller's Note Amount for a period of two months following the date on which the Servicer became aware of the reduction of the Principal Amount Outstanding of the Seller's Note below the Minimum Seller's Note Amount, and the Principal Amount Outstanding of the Seller's Note is not restored to the Minimum Seller's Note Amount by the end of such period; or

(e) Excess Principal Fund Threshold Event.

Following the occurrence of an Asset Trigger Event and/or for as long as a Non-Asset Trigger Event is continuing:

(i) all Bullet Redemption Notes and Controlled Amortisation Notes will become Pass-Through Redemption Notes;

(ii) following the occurrence of an Asset Trigger Event (but not following the occurrence of a Non-Asset Trigger Event), interest on all Class A Notes and Sub-Classes of Class A Notes in each Series will be determined and paid on a monthly basis and will be due and payable by the Issuer on each applicable Payment Date;

(iii) principal on all Class A Notes and Sub-Classes of Class A Notes in each Series will be paid:

(a) if an Asset Trigger Event has occurred, in no order of priority among them but in proportion to the respective amounts due; or

(b) if a Non-Asset Trigger Event is continuing but an Asset Trigger Event has not occurred, in the following order of priority:

(A) first, in the order of their Final Maturity Date, beginning with the earliest such date (and if two or more Series of Class A Notes have the same Final Maturity Date, in proportion to the respective amounts due), any Class A Notes with Final Maturity Dates falling within 5 years from the date on which the respective Non-Asset Trigger Event has occurred; and

(B) second, in no order of priority among them but in proportion to the respective amounts due, the remaining Class A Notes with Final Maturity Dates falling 5 years or later from the date on which the respective Non-Asset Trigger Event has occurred;

(iv) on each Payment Date, the Issuer will be required to apply Available Principal Receipts in accordance with the Priority of Payment set out under "Credit Structure and Cashflows – Allocation and distribution of Available Principal Receipts - Application of Available Principal Receipts following the occurrence of an Asset Trigger Event and for so long as a Non-Asset Trigger Event is continuing but prior to the delivery of an Enforcement Notice";

(v) at any time where a Sale Period is not continuing, the Seller will be required to repurchase any Mortgage Loans in respect of which a Further Advance was granted or a Product Switch was made following the occurrence of an event which resulted in the suspension of a Sale Period; and

(vi) for as long as a Non-Asset Trigger Event is continuing, and provided that a Sale Period is still continuing, the purchase of any Additional Mortgage Portfolio, any Further Advances or paying further consideration in respect of any Flexible Feature Payments can be funded solely by drawings under the Seller's Note.

Revolving Period End Trigger Event

(a) Insolvency Event in relation to the Seller or the Servicer; or

(b) Excess Principal Fund Threshold Event

Following the occurrence of a Revolving Period End Trigger Event, the Issuer will be prohibited from applying any of the Available Principal Receipts or the proceeds of any further drawdowns under the Class Z(S) VFN or the Seller's Note towards the purchase of any Additional Mortgage Portfolio or any Further Advances and paying further consideration in respect of Flexible Feature Payments.

Upon the redemption in full of all Series of Class A Notes that were both (i) outstanding at the time that a Revolving Period End Trigger Event occurred; and (ii) designated as being in compliance with the UK STS Requirements, the Issuer will no longer be prohibited from applying Available Principal Receipts or the proceeds of any further drawdowns under the Class Z(S) VFN or the Seller's Note towards the purchase of any Additional Mortgage Portfolio or any Further Advances and paying further consideration in respect of any Flexible Feature Payments.

At any time following the occurrence of a Revolving Period End Trigger Event the Issuer may, having given not more than 60 nor less than 30 days' notice to the Note Trustee, the relevant Currency Swap Counterparty (if any) and the Noteholders in accordance with Condition 14 (Notice to Noteholders), redeem all (but not some only) of such Series of the Class A Notes that satisfy the UK STS Requirements as of the date on which such Revolving Period End Trigger Event first occurred on the immediately succeeding Note Payment Date for such Notes at their aggregate Redemption Amount together with any accrued and unpaid interest in respect thereof.

See Prospectus, *GLOSSARY*.

"Excess Principal Fund Threshold Event"

The occurrence of any of the following:

- (a) the amount standing to the credit of the Excess Principal Fund exceeds the Excess Principal Fund Threshold Amount; or
- (b) any amounts would, on the next succeeding Payment Date, have remained recorded on the Excess Principal Ledger, on a first in first out basis, for a period of 18 months or more, where that period starts on the date on which such amounts were first so recorded.

"Insolvency Event"

"Revolving Period End Trigger Event"

Each of the following Non-Asset Trigger Events:

- (a) the occurrence of an Insolvency Event in relation to the Seller or the Servicer; and/or
- (b) the occurrence of an Excess Principal Fund Threshold Event.

"Sale Period"

Each period that will continue for as long as the following conditions are met:

- (a) an Asset Trigger Event has not occurred;
- (b) a Revolving Period End Trigger Event is not continuing; and
- (c) any Series of the Class A Notes which were outstanding at the time of the occurrence of the Revolving Period End Trigger Event have been redeemed by the Issuer in full.

See *above*, Asset Trigger Event

47	<b>STS Criteria</b> 47. (b) the occurrence of an insolvency-related event with regard to the originator or the servicer;	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See point 46 above. Revolving Period End Trigger Event, (a) Insolvency Event in relation to the Seller or the Servicer;	
48	<b>STS Criteria</b> 48. (c) the value of the underlying exposures held by the SSPE falls below a pre-determined threshold (early amortisation event);	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See point 46 above. Asset Trigger Event, Revolving Period End Trigger Event, (b) the occurrence of an Excess Principal Fund Threshold Event	
49	<b>STS Criteria</b> 49. (d) a failure to generate sufficient new underlying exposures that meet the pre-determined credit quality (trigger for termination of the revolving period).	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See point 46 above. Revolving Period End Trigger Event, (b) the occurrence of an Excess Principal Fund Threshold Event	

**Article 21.7.** The transaction documentation shall clearly specify:

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

50	<b>STS Criteria</b> 50. The transaction documentation shall clearly specify: (a) the contractual obligations, duties and responsibilities of the servicer and the trustee, if any, and other ancillary service providers;	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See Prospectus, <i>DESCRIPTION OF THE TRUST DEED AND THE NOTES</i> .	

	<p>See Prospectus, <i>THE SERVICER AND THE SERVICING AGREEMENT</i>.</p> <p>See Prospectus, <i>SECURITY FOR THE ISSUER'S OBLIGATIONS</i>.</p> <p>See also underlying transaction documents: Trust Deed, Servicing Agreement, Cash Management Agreement, Agency Agreement, Deed of Charge, Corporate Services Agreement, Custody Agreement, First Account Bank Agreement, Second Account Bank Agreement, Swap Collateral Account Bank Agreement.</p>	
51	<p><b>STS Criteria</b></p> <p>51. (b) the processes and responsibilities necessary to ensure that a default by or an insolvency of the servicer does not result in a termination of servicing, such as a contractual provision which enables the replacement of the servicer in such cases; and</p>	<p><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>Removal or resignation of the Servicer</p> <p>Following the delivery of a notice of termination of the appointment of the Servicer, the Issuer with the assistance of the Back-up Servicer Facilitator is required to use its reasonable endeavours to procure the appointment of a replacement servicer. No termination of the appointment of the Servicer will be permitted to take effect until a replacement servicer has been appointed.</p> <p>See also underlying transaction documents, Servicing Agreement</p> <p>17 Termination</p> <p>18 Back-Up Servicer Facilitator</p>	
52	<p><b>STS Criteria</b></p> <p>52. (c) provisions that ensure the replacement of derivative counterparties, liquidity providers and the account bank in the case of their default, insolvency, and other specified events, where applicable.</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p><i>Derivative counterparty:</i></p> <p>See Prospectus, <i>THE SWAP AGREEMENTS</i>.</p> <p>Termination of the Swaps</p> <p>The Issuer will be required to use commercially reasonable endeavours to find a replacement Swap Counterparty. If the Issuer receives a Swap Termination Payment from a Swap Counterparty, then the Issuer may be required to use those funds towards meeting its costs in effecting applicable hedging transactions until a replacement Swap is entered into and/or to acquire a replacement Swap. Noteholders will not receive extra amounts (over and above interest and principal payable on the Notes) as a result of the Issuer receiving a Swap Termination Payment.</p> <p><i>Account bank:</i></p> <p>See underlying transaction documents,</p>	

First Account Bank Agreement
9 Termination
Second Account Bank Agreement.
10 Termination

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

53	<b>STS Criteria</b> 53. The servicer shall have expertise in servicing exposures of a similar nature to those securitised	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See Prospectus, <i>THE SELLER, THE SERVICER, THE CASH MANAGER, THE FIRST ACCOUNT BANK AND THE VFN REGISTRAR.</i> The Society has significantly more than 5 years' experience in the origination, underwriting and servicing of mortgage loans similar to those to be included in the Mortgage Portfolio.	
54	<b>STS Criteria</b> 54. And shall have well documented and adequate policies, procedures and risk management controls relating to the servicing of exposures.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See Prospectus, <i>THE SELLER, THE SERVICER, THE CASH MANAGER, THE FIRST ACCOUNT BANK AND THE VFN REGISTRAR.</i> The Society is incorporated under the Building Societies Act 1986 and operates in accordance with the Act, regulations made thereunder and its Rules and Memorandum. The Society is an incorporated building society for the purposes of the Act and is authorised and regulated by the FCA and PRA under firm reference number 150892. <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>	



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

<b>55</b>	<b><u>STS Criteria</u></b>	<b><u>Verified?</u></b> <b>YES</b>
	<p>55. The transaction documentation shall set out in clear and consistent terms, remedies and actions relating to delinquency and default of debtors debt restructuring, debt forgiveness, forbearance, payment holidays, losses, charge offs, recoveries and other asset performance remedies.</p> <p><b><u>PCS Comments</u></b></p> <p>See Prospectus, <i>THE SERVICER AND THE SERVICING AGREEMENT</i>.</p> <p>Servicing Agreement, Servicer and Undertakings of the Servicer, Collection of payments, Arrears and Recoveries, Forbearance Options, Arrears capitalisation, Servicer's discretion in exceptional circumstances, Realised Losses, Write-offs etc.</p> <p>See Prospectus, <i>REGULATION OF THE UK RESIDENTIAL MORTGAGE MARKET</i>.</p> <p>Mortgage repossessions</p> <p>See Prospectus, <i>RISK FACTORS</i>.</p> <p>The Issuer's ability to pay interest on and/or redeem the Notes may be affected by a high rate of default on the Mortgage Loans</p> <p>See also underlying transaction documents: Servicing Agreement.</p>	

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

<b>56</b>	<b><u>STS Criteria</u></b>	<b><u>Verified?</u></b> <b>YES</b>
	<p>56. The transaction documentation shall clearly specify the priorities of payment,</p> <p><b><u>PCS Comments</u></b></p> <p>See Prospectus, <i>CREDIT STRUCTURE AND CASHFLOWS</i>.</p> <p>AVAILABLE REVENUE RECEIPTS</p> <p>Pre-Enforcement Revenue Priority of Payments</p> <p>AVAILABLE PRINCIPAL RECEIPTS</p> <p>Application of Available Principal Receipts while no Asset Trigger Event has occurred and/or no Non-Asset Trigger Event is continuing and prior to the delivery of an Enforcement Notice</p> <p>Application of Available Principal Receipts following the occurrence of an Asset Trigger Event and for so long as a Non-Asset Trigger Event is continuing but prior to the delivery of an Enforcement Notice</p>	

APPLICATION OF AVAILABLE FUNDS FOLLOWING THE DELIVERY OF AN ENFORCEMENT NOTICE		
57	<p><b>STS Criteria</b></p> <p>57. The transaction documentation shall clearly specify the events which trigger changes in such priorities of payment.</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See Prospectus, <i>OVERVIEW OF THE TERMS AND CONDITIONS OF THE NOTES</i>.</p> <p>Events of Default</p> <p>Acceleration</p> <p>See Prospectus, <i>TERMS AND CONDITIONS OF THE NOTES</i>.</p> <p>9. Events of default</p>	
58	<p><b>STS Criteria</b></p> <p>58. The transaction documentation shall clearly specify the obligation to report such events.</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See Prospectus, <i>CREDIT STRUCTURE AND CASHFLOWS</i>.</p> <p>Cashflows</p> <p>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/or Article 21(9) of the UK Securitisation Regulation.</p>	
59	<p><b>STS Criteria</b></p> <p>59. Any change in the priorities of payments which will materially adversely affect the repayment of the securitisation position shall be reported to investors without undue delay.</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See Prospectus, <i>CREDIT STRUCTURE AND CASHFLOWS</i>.</p> <p>Cashflows</p> <p>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/or Article 21(9) of the UK Securitisation Regulation.</p> <p>See also Prospectus, <i>CASH MANAGEMENT</i>.</p> <p>Reporting</p>	

The Cash Manager will report any change in Priority of Payments without undue delay to the extent required under Article 21(9) of the EU Securitisation Regulation and/or Article 21(9) of the UK Securitisation Regulation as provided for in the Cash Management Agreement.

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

<b>60</b>	<p><b><u>STS Criteria</u></b></p> <p>60. The transaction documentation shall include clear provisions that facilitate the timely resolution of conflicts between different classes of investors, voting rights shall be clearly defined and allocated to bondholders</p>	<b><u>Verified?</u></b> <b>YES</b>
	<p><b><u>PCS Comments</u></b></p> <p>See Prospectus, <i>OVERVIEW OF RIGHTS OF NOTEHOLDERS</i>.</p> <p>Convening a Meeting</p> <p>Noteholders meeting provisions</p> <p><i>Although the wording of the Regulation as to what constitutes the “facilitation of timely resolution of conflicts” is very vague, the EBA Guidelines have helpfully set out the five minimum requirements that the documents should contain to meet this criterion. PCS notes that the Prospectus covers the five provisions detailed in the EBA Guidelines.</i></p> <p><i>(a) the method for calling meetings; as for method:</i> See subsection Convening a Meeting.</p> <p><i>(b) the maximum timeframe for setting up a meeting:</i> Initial meeting: No less than 21 clear days and no more than 365 clear days for the initial meeting; Adjourned meeting: No less than 13 clear days and no more than 42 clear days for the adjourned meeting</p> <p><i>(c) the required quorum:</i> See subsection: Quorum.</p> <p><i>(d) the minimum threshold of votes to validate such a decision, with clear differentiation between the minimum thresholds for each type of decision: extraordinary:</i> See subsection Required majority.</p> <p><i>(e) where applicable, a location for the meetings which should be in the UK:</i> See subsection Convening a Meeting.</p> <p>See also underlying transaction documents: Trust Deed.</p>	

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

<b>61</b>	<b><u>STS Criteria</u></b> 61. and the responsibilities of the trustee and other entities with fiduciary duties to investors shall be clearly identified.	<b><u>Verified?</u></b> <b>YES</b>
	<b><u>PCS Comments</u></b> See Prospectus, <i>DESCRIPTION OF THE TRUST DEED AND THE NOTES</i> . See Prospectus, <i>SECURITY FOR THE ISSUER'S OBLIGATIONS</i> . See also underlying transaction documents: Trust Deed, Deed of Charge.	

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

<b>62</b>	<b>STS Criteria</b>	<b>Verified? YES</b>
	<p>62. The originator and the sponsor shall make available data on static and dynamic historical default and loss performance, such as delinquency and default data, for substantially similar exposures to those being securitised,</p> <p><b>PCS Comments</b></p> <p>See Final Terms.</p> <p>Static and Dynamic Pool Data</p> <p>This section sets out, to the extent material, certain static pool information with respect to the Mortgage Loans in the Mortgage Portfolio.</p> <p>The Issuer has not included static pool information on prepayments in this section, as this information is not separately identified by the Servicer. However, prepayment rates in respect of the Mortgage Loans in the Mortgage Portfolio are set out in the monthly reports to investors that are prepared pursuant to the Servicing Agreement.</p> <p>The sale of Additional Mortgage Loans by the Seller to the Issuer is subject to conditions, including conditions required by the Rating Agencies, designed to maintain certain credit-related and other characteristics of the Mortgage Portfolio. These include limits on Mortgage Loans in arrears in the Mortgage Portfolio at the time of sale, limits on the LTV ratio post sale and limitations on the change of the Moody's Portfolio Variation Test in respect of any sale. See a description of these conditions in "Assignment of the Mortgage Loans and Related Security – Portfolio Criteria" in the Base Prospectus.</p> <p>The following tables show, for each of the last seven years of origination, the distribution of loans originated in that year by delinquency category as at each year end date starting in 2014.</p> <p>Dynamic historical performance data in relation to the mortgage loans originated by the Seller was made available prior to pricing on the website of European DataWarehouse at <a href="https://editor.eurodw.eu/home">https://editor.eurodw.eu/home</a>. Such information will cover the period from [2014] to [30 June] 2023. The mortgage loans which are referred to in such data are originated under, and serviced in accordance with, the same or highly comparable policies and procedures as the Mortgage Loans comprising the Mortgage Portfolio and, as such, it is expected that the performance of such mortgage loans, over a period of four years, would not be significantly different to the performance of the Mortgage Loans in the Mortgage Portfolio.</p> <p><i>PCS has also reviewed as part of the verification additional historical static and dynamic data made available in connection with the transaction.</i></p>	
<b>63</b>	<b>STS Criteria</b>	<b>Verified? YES</b>
	<p>63. and the sources of those data and the basis for claiming similarity, to potential investors before pricing.</p> <p><b>PCS Comments</b></p> <p>See comment 62 above.</p>	

64	<b>STS Criteria</b> 64. Those data shall cover a period no shorter than five years.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See comment 62 above.	
<b>Article 22.2.</b> A sample of the underlying exposures shall be subject to external verification prior to issuance of the securities resulting from the securitisation by an appropriate and independent party, including verification that the data disclosed in respect of the underlying exposures is accurate.		
65	<b>STS Criteria</b> 65. A sample of the underlying exposures shall be subject to external verification prior to issuance of the securities resulting from the securitisation by an appropriate and independent party,	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See Final Terms. Verification of data  The Seller has caused the Mortgage Loans included in the Mortgage Portfolio (including the data disclosed in respect of those Mortgage Loans) to be verified by one or more appropriate and independent third parties and completed on or about [ ] 2023 with respect to the Mortgage Portfolio in existence as of Cut-off Date (the " <b>AUP Report</b> "). The Mortgage Portfolio has been subject to an agreed upon procedures review to review a sample of Mortgage Loans selected from the total Mortgage Portfolio as at the Cut-Off Date for certain information and confirm that the actual errors, within a total population, are contained within the range of a predetermined precision limit. The Seller also provided the relevant third party with a data file containing information on the Mortgage Portfolio to review conformity of each of the Mortgage Loans included with the Eligibility Criteria. No significant adverse findings arose from such review. This independent third party has also performed agreed upon procedures in order to verify that the stratification tables disclosed in respect of the Mortgage Loans are accurate. The third party undertaking the review only has obligations to the parties to the engagement letters governing the performance of the agreed upon procedures subject to the limitations and exclusions contained therein. 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 appropriate and independent third party.</i>	
66	<b>STS Criteria</b> 66. Including verification that the data disclosed in respect of the underlying exposures is accurate.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See comment 65 above.	

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

<b>67</b>	<b>STS Criteria</b>	<b>Verified? YES</b>
	<p>67. The originator or the sponsor shall, before the pricing of the securitisation, make available to potential investors a liability cash flow model which precisely represents the contractual relationship between the underlying exposures and the payments flowing between the originator, sponsor, investors, other third parties and the SSPE.</p> <p><b>PCS Comments</b></p> <p>See Prospectus, <i>CERTAIN REGULATORY REQUIREMENTS</i>.</p> <p>THE UK SECURITISATION REGULATION</p> <p>Liability cashflow model</p> <p>The Seller will make available a liability cashflow model, either directly or indirectly through one or more entities which provide such liability cashflow models to investors generally, the details of which will be set out in the applicable Final Terms. The Seller will procure that such liability cashflow model (a) precisely represents the contractual relationship between the Mortgage 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.</p> <p>See also underlying transaction documents, Cash Management Agreement</p> <p>5.4 Information Covenants</p> <p><i>Evidence of the cash flow model has been provided to PCS.</i></p>	
<b>68</b>	<b>STS Criteria</b>	<b>Verified? YES</b>
	<p>68. And shall, after pricing, make that model available to investors on an ongoing basis and to potential investors upon request.</p> <p><b>PCS Comments</b></p> <p>See point 67 above.</p> <p><i>Although technically covering the period between pricing and close, this is primarily 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. Therefore, as a technical matter, this criterion is not applicable at the closing of a transaction.</i></p> <p><i>However, PCS will nevertheless look to see if there is a covenant on the part of the originator to comply in the future with this requirement whilst noting, at the same time, that the absence of any such covenant – although possibly unsettling for some investors - would not invalidate the STS status of the transaction at closing.</i></p>	

**Article 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).

<b>69</b>	<p><b>STS Criteria</b></p> <p>69. In case of a securitisation where the underlying exposures are residential loans or car loans or leases, the originator and sponsor shall publish the available information related to the environmental performance of the assets financed by such residential loans or car loans or leases, as part of the information disclosed pursuant to point (a) of the first subparagraph of Article 7(1).</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See Prospectus, <i>THE MORTGAGE LOANS AND THE MORTGAGE PORTFOLIO</i>.</p> <p>Environmental performance</p> <p>The administrative records of the Seller do not contain any information related to the environmental performance of the Mortgaged Property and, accordingly, there is no available information to be published related to the environmental performance of the Mortgaged Property.</p> <p><i>This environmental impact criterion only applies to mortgages and car loan securitisations. The EBA Guidelines though make it clear that an originator is only required to disclose information that is in its possession and captured in its internal data base or IT systems. PCS notes the statement made in the prospectus by the originator that it does not possess such information in its internal data base or IT systems.</i></p>	

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

<b>70</b>	<p><b>STS Criteria</b></p> <p>70. The originator and the sponsor shall be responsible for compliance with Article 7 of this Regulation.</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See Prospectus, <i>CERTAIN REGULATORY REQUIREMENTS</i>.</p> <p>THE UK SECURITISATION REGULATION</p> <p>UK Transparency requirements</p> <p>The Seller (as the originator for the purposes of the UK Securitisation Regulation) has been designated, pursuant to Article 7(2) of the UK Securitisation Regulation, as the entity responsible to fulfil the information requirements pursuant to points (a), (b), (d), (e), (f) and (g) of the first paragraph of Article 7(1) of the UK Securitisation Regulation. The Seller is responsible for compliance with Article 7 of the UK Securitisation Regulation. The Issuer has appointed the Seller to perform any obligations that the Issuer may have under Article 7 of the UK Securitisation Regulation.</p> <p>See also underlying transaction documents, Cash Management Agreement.</p>	



## 5.4 Information Covenants

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

<b>71</b>	<b>STS Criteria</b> 71. The information required by point (a) the first subparagraph of Article 7(1) shall be made available to potential investors before pricing upon request.	<b>Verified?</b> <b>YES</b>
<b>71</b>	<p><b>PCS Comments</b></p> <p>See Prospectus, <i>CERTAIN REGULATORY REQUIREMENTS</i>.</p> <p>THE UK SECURITISATION REGULATION</p> <p>UK Transparency requirements</p> <p>The Cash Manager will:</p> <p>(b) publish prior to the pricing date of each Series of Notes upon request and thereafter on a monthly basis certain loan-by-loan information in relation to the Mortgage Portfolio in respect of the relevant period as required by and in accordance with Article 7(1)(a) of the UK Securitisation Regulations;</p> <p>The reports set out in paragraphs (a) and (b) above will be simultaneously published and together with the documentation and information set out in paragraphs (c), (d) and (e) above, will be published on the UK Securitisation Repository Website as appropriate. Each such report set out in paragraphs (a) and (b) above will be made available no later than one month following the due date for the payment of interest.</p> <p>See also underlying transaction documents, Cash Management Agreement.</p> <p>5.4 Information Covenants</p>	
<b>72</b>	<b>STS Criteria</b> 72. The information required by points (b) to (d) of the first subparagraph of Article 7(1) shall be made available before pricing at least in draft or initial form.	<b>Verified?</b> <b>YES</b>
<b>72</b>	<p><b>PCS Comments</b></p> <p>See Prospectus, <i>CERTAIN REGULATORY REQUIREMENTS</i>.</p> <p>THE UK SECURITISATION REGULATION</p> <p>UK Transparency requirements</p> <p>The Cash Manager will:</p>	

(c) make available the documents required by Article 7(1)(b) of the UK Securitisation Regulation prior to the pricing date of each Series of Notes (and in final form, if applicable, at the latest 15 days after the closing of any Series of Notes);

(e) make available each draft UK STS Notification prior to the pricing of a Series of Notes (as applicable) and the final form at the latest 15 days after the closing of any Series of Notes.

The reports set out in paragraphs (a) and (b) above will be simultaneously published and together with the documentation and information set out in paragraphs (c), (d) and (e) above, will be published on the UK Securitisation Repository Website as appropriate. Each such report set out in paragraphs (a) and (b) above will be made available no later than one month following the due date for the payment of interest.

See also underlying transaction documents, Cash Management Agreement.

5.4 Information Covenants

<b>Article 22.5.</b> The final documentation shall be made available to investors at the latest 15 days after closing of the transaction.		
<b>73</b>	<p><b>STS Criteria</b></p> <p>73. The final documentation shall be made available to investors at the latest 15 days after closing of the transaction.</p>	<b>Verified?</b> <b>YES</b>
	<p><b>PCS Comments</b></p> <p>See Prospectus, <i>CERTAIN REGULATORY REQUIREMENTS</i>.</p> <p>THE UK SECURITISATION REGULATION</p> <p>UK Transparency requirements</p> <p>The Cash Manager will:</p> <p>(c) make available the documents required by Article 7(1)(b) of the UK Securitisation Regulation prior to the pricing date of each Series of Notes (and in final form, if applicable, at the latest 15 days after the closing of any Series of Notes);</p> <p>The reports set out in paragraphs (a) and (b) above will be simultaneously published and together with the documentation and information set out in paragraphs (c), (d) and (e) above, will be published on the UK Securitisation Repository Website as appropriate. Each such report set out in paragraphs (a) and (b) above will be made available no later than one month following the due date for the payment of interest.</p> <p>See also underlying transaction documents, Cash Management Agreement.</p> <p>5.4 Information Covenants</p> <p><i>This criterion speaks to document disclosure within 15 days of closing and therefore is a future event criterion. In other words, it cannot be either met or failed at the outset of the transaction. But if it is not met within the specified 15-day period, then the Originator will need to inform ESMA and the STS status of the securitisation will be lost.</i></p>	

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.

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

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

**74** **STS Criteria**

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

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

**Verified?**  
**YES**

**PCS Comments**

See Prospectus, *CERTAIN REGULATORY REQUIREMENTS*.

THE UK SECURITISATION REGULATION

UK Transparency requirements

The Cash Manager will:

(b) publish prior to the pricing date of each Series of Notes upon request and thereafter on a monthly basis certain loan-by-loan information in relation to the Mortgage Portfolio in respect of the relevant period as required by and in accordance with Article 7(1)(a) of the UK Securitisation Regulation;

The reports set out in paragraphs (a) and (b) above will be simultaneously published and together with the documentation and information set out in paragraphs (c), (d) and (e) above, will be published on the UK Securitisation Repository Website as appropriate. Each such report set out in paragraphs (a) and (b) above will be made available no later than one month following the due date for the payment of interest.

See also underlying transaction documents, Cash Management Agreement.

5.4 Information Covenants

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

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

**75** **STS Criteria**

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

**Verified?**  
**YES**

**PCS Comments**

See Prospectus, *CERTAIN REGULATORY REQUIREMENTS*.

THE UK SECURITISATION REGULATION

UK Transparency requirements

The Cash Manager will:

- (c) make available the documents required by Article 7(1)(b) of the UK Securitisation Regulation prior to the pricing date of each Series of Notes (and in final form, if applicable, at the latest 15 days after the closing of any Series of Notes);

The reports set out in paragraphs (a) and (b) above will be simultaneously published and together with the documentation and information set out in paragraphs (c), (d) and (e) above, will be published on the UK Securitisation Repository Website as appropriate. Each such report set out in paragraphs (a) and (b) above will be made available no later than one month following the due date for the payment of interest.

See also underlying transaction documents, Cash Management Agreement.

5.4 Information Covenants

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

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

76

**STS Criteria**

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

**Verified?**

**YES**

**PCS Comments**

See Prospectus, *CREDIT STRUCTURE AND CASHFLOWS*.

See Prospectus, *OVERVIEW OF CREDIT STRUCTURE AND CASHFLOWS*.

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

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

(c) where section 85 of the 2000 Act (prohibition of dealing etc in transferable securities without approved prospectus) and rules made by the FCA for the purposes of Part 6 of the 2000 Act (official listing)<sup>1</sup> 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;

**77** **STS Criteria**

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

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

**Verified?**  
**YES**

**PCS Comments**

*Not applicable.*

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

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

**78** **STS Criteria**

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

**Verified?**  
**YES**

**PCS Comments**

See Prospectus, *CERTAIN REGULATORY REQUIREMENTS*.

THE UK SECURITISATION REGULATION

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

UK Transparency requirements

The Cash Manager will:

(e) make available each draft UK STS Notification prior to the pricing of a Series of Notes (as applicable) and the final form at the latest 15 days after the closing of any Series of Notes.

The reports set out in paragraphs (a) and (b) above will be simultaneously published and together with the documentation and information set out in paragraphs (c), (d) and (e) above, will be published on the UK Securitisation Repository Website as appropriate. Each such report set out in paragraphs (a) and (b) above will be made available no later than one month following the due date for the payment of interest.

Simple, Transparent and Standardised Securitisations

The Seller, in its capacity as originator for the purposes of the UK Securitisation Regulation, may procure that a UK STS Notification is submitted to the FCA, in accordance with Article 27 of the UK Securitisation Regulation, confirming that the UK STS Requirements have been satisfied with respect to the issuance of a Series and Class of Notes. UK STS Securitisations appear on the FCA STS Register in accordance with Article 27(5) of the UK Securitisation Regulation. Each UK STS Notification and accompanying explanation from the Seller of the Series and Class of Notes' compliance with the UK STS Requirements will be available for inspection on the FCA STS Register and the Securitisation Repository Website. The STS status of any Series and Class of Notes is not static and prospective investors should verify the current status of such Notes on the FCA STS Register.

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

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

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

**79** **STS Criteria**

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

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

**Verified?**  
**YES**

**PCS Comments**

See Prospectus, *CERTAIN REGULATORY REQUIREMENTS*.

THE UK SECURITISATION REGULATION

## UK Transparency requirements

The Cash Manager will:

(a) publish a monthly investor report in respect of the relevant period, as required by and in accordance with Article 7(1)(e) of the UK Securitisation Regulation;

The reports set out in paragraphs (a) and (b) above will be simultaneously published and together with the documentation and information set out in paragraphs (c), (d) and (e) above, will be published on the UK Securitisation Repository Website as appropriate. Each such report set out in paragraphs (a) and (b) above will be made available no later than one month following the due date for the payment of interest.

See also underlying transaction documents, Cash Management Agreement.

5.4 Information Covenants

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

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

**80** **STS Criteria**

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

**Verified?**  
**YES**

**PCS Comments**

See Prospectus, *CERTAIN REGULATORY REQUIREMENTS*.

THE UK SECURITISATION REGULATION

UK Transparency requirements

The Cash Manager will:

(d) publish details of any information required to be reported in accordance with Article 7(1)(f) or Article 7(1)(g) (as applicable) of the UK Securitisation Regulation without delay; and

The reports set out in paragraphs (a) and (b) above will be simultaneously published and together with the documentation and information set out in paragraphs (c), (d) and (e) above, will be published on the UK Securitisation Repository Website as appropriate. Each such report set out in paragraphs (a) and (b) above will be made available no later than one month following the due date for the payment of interest.

See also underlying transaction documents, Cash Management Agreement

5.4 Information Covenants



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

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

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

### 81 **STS Criteria**

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

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

**Verified?**  
**YES**

### **PCS Comments**

See Prospectus, *CERTAIN REGULATORY REQUIREMENTS*.

THE UK SECURITISATION REGULATION

UK Transparency requirements

The Cash Manager will:

- (d) publish details of any information required to be reported in accordance with Article 7(1)(f) or Article 7(1)(g) (as applicable) of the UK Securitisation Regulation without delay; and

The reports set out in paragraphs (a) and (b) above will be simultaneously published and together with the documentation and information set out in paragraphs (c), (d) and (e) above, will be published on the UK Securitisation Repository Website as appropriate. Each such report set out in paragraphs (a) and (b) above will be made available no later than one month following the due date for the payment of interest.

See also underlying transaction documents, Cash Management Agreement.

5.4 Information Covenants

**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]

<b>82</b>	<b>STS Criteria</b>	<b>Verified?</b> <b>YES</b>
	<p>82. The information described in points (a) and (e) of the first subparagraph shall be made available simultaneously each quarter at the latest one month after the due date for the payment of interest [...ABCP provisions]</p>	
	<p><b>PCS Comments</b></p> <p>See Prospectus, <i>CERTAIN REGULATORY REQUIREMENTS</i>.</p> <p>THE UK SECURITISATION REGULATION</p> <p>UK Transparency requirements</p> <p>The Cash Manager will:</p> <p>(a) publish a monthly investor report in respect of the relevant period, as required by and in accordance with Article 7(1)(e) of the UK Securitisation Regulation;</p> <p>(b) publish prior to the pricing date of each Series of Notes upon request and thereafter on a monthly basis certain loan-by-loan information in relation to the Mortgage Portfolio in respect of the relevant period as required by and in accordance with Article 7(1)(a) of the UK Securitisation Regulation;</p> <p>The reports set out in paragraphs (a) and (b) above will be simultaneously published and together with the documentation and information set out in paragraphs (c), (d) and (e) above, will be published on the UK Securitisation Repository Website as appropriate. Each such report set out in paragraphs (a) and (b) above will be made available no later than one month following the due date for the payment of interest.</p> <p>See also underlying transaction documents, Cash Management Agreement.</p> <p>5.4 Information Covenants</p>	

**Article 7.1.** Without prejudice to Regulation (EU) No 596/2014, the information described in points (f) and (g) of the first subparagraph shall be made available without delay. When complying with this paragraph, the originator, sponsor and SSPE of a securitisation shall comply with national and United Kingdom law governing the protection of confidentiality of information and the processing of personal data in order to avoid potential breaches of such law as well as any confidentiality obligation relating to customer, original lender or debtor information, unless such confidential information is anonymised or aggregated.

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

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

<b>83</b>	<p><b>STS Criteria</b></p> <p>83. Without prejudice to Regulation (EU) No 596/2014, the information described in points (f) and (g) of the first subparagraph shall be made available without delay</p>	<b>Verified? YES</b>
	<p><b>PCS Comments</b></p> <p>See Prospectus, <i>CERTAIN REGULATORY REQUIREMENTS</i>.</p> <p>THE UK SECURITISATION REGULATION</p> <p>UK Transparency requirements</p> <p>The Cash Manager will:</p> <p>(d) publish details of any information required to be reported in accordance with Article 7(1)(f) or Article 7(1)(g) (as applicable) of the UK Securitisation Regulation without delay; and</p> <p>The reports set out in paragraphs (a) and (b) above will be simultaneously published and together with the documentation and information set out in paragraphs (c), (d) and (e) above, will be published on the UK Securitisation Repository Website as appropriate. Each such report set out in paragraphs (a) and (b) above will be made available no later than one month following the due date for the payment of interest.</p>	

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

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

Or

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

#### 84 **STS Criteria**

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

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

Or

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

**Verified?**  
**YES**

#### **PCS Comments**

See Prospectus, *CERTAIN REGULATORY REQUIREMENTS*.

THE UK SECURITISATION REGULATION

UK Transparency requirements

The Cash Manager will:

- (a) publish a monthly investor report in respect of the relevant period, as required by and in accordance with Article 7(1)(e) of the UK Securitisation Regulation;
- (b) publish prior to the pricing date of each Series of Notes upon request and thereafter on a monthly basis certain loan-by-loan information in relation to the Mortgage Portfolio in respect of the relevant period as required by and in accordance with Article 7(1)(a) of the UK Securitisation Regulation;
- (c) make available the documents required by Article 7(1)(b) of the UK Securitisation Regulation prior to the pricing date of each Series of Notes (and in final form, if applicable, at the latest 15 days after the closing of any Series of Notes);
- (d) publish details of any information required to be reported in accordance with Article 7(1)(f) or Article 7(1)(g) (as applicable) of the UK Securitisation Regulation without delay; and
- (e) make available each draft UK STS Notification prior to the pricing of a Series of Notes (as applicable) and the final form at the latest 15 days after the closing of any Series of Notes.

The reports set out in paragraphs (a) and (b) above will be simultaneously published and together with the documentation and information set out in paragraphs (c), (d) and (e) above, will be published on the UK Securitisation Repository Website as appropriate. Each such report set out in paragraphs (a) and (b) above will be made available no later than one month following the due date for the payment of interest.

See Prospectus, *GLOSSARY*.

	<p>"UK Securitisation Repository Website"</p> <p>Being eurodw.co.uk, securitisation repository registered under Article 10 of the UK Securitisation Regulation as appointed by the Issuer in relation to the Notes.</p>	
<p>85</p>	<p><b>STS Criteria</b></p> <p>85. The entity responsible for reporting the information, and the securitisation repository where the information is made available shall be indicated in the documentation regarding the securitisation.</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See Prospectus, <i>CERTAIN REGULATORY REQUIREMENTS</i>.</p> <p>THE UK SECURITISATION REGULATION</p> <p>UK Transparency requirements</p> <p>The Seller (as the originator for the purposes of the UK Securitisation Regulation) has been designated, pursuant to Article 7(2) of the UK Securitisation Regulation, as the entity responsible to fulfil the information requirements pursuant to points (a), (b), (d), (e), (f) and (g) of the first paragraph of Article 7(1) of the UK Securitisation Regulation. The Seller is responsible for compliance with Article 7 of the UK Securitisation Regulation. The Issuer has appointed the Seller to perform any obligations that the Issuer may have under Article 7 of the UK Securitisation Regulation.</p>	