

Collection Period End Date:

30-Jun-2021

Statement Summary:

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Deal Information:

Issuer:	Canterbury Finance No. 2 plc	Closing Date:	27-Mar-2020
Seller:	OneSavings Bank plc	Current Payment Date:	16-Jul-2021
Servicer:	OneSavings Bank plc		
Swap Provider:	Royal Bank of Canada	Next Payment Date:	16-Aug-2021
Note Trustee/Security Trustee:	Citicorp Trustee Company Limited	Days in the Interest Period:	30
Cash Manager/Issuer Account Bank/		Collection Period Start Date:	01-Jun-2021
Agent Bank/PPA/Registrar:	Citibank N.A., London Branch	Collection Period End Date:	30-Jun-2021
		Interest Period Start Date:	16-Jun-2021
		Interest Period End Date:	16-Jul-2021



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Involved Parties:

Role	Deal Counterparty	Rated Entity	Fitch (ST / LT Rating)	Moody's (ST / LT Rating)	S&P (ST / LT Rating)
Issuer Account Bank	Citibank N.A., London Branch	Citibank N.A.	F1 / AA-	P-1 / A1	A-1 / A+
Swap Provider	Royal Bank of Canada	Royal Bank of Canada			

Deal Ratings Triggers:

Role	Deal Counterparty	Rated Entity	Trigger Event	Event Breached	Document Reference
Issuer Account Bank	Citibank N.A., London Branch	Citibank N.A.	A long-term unguaranteed, unsec'd and unsub'd debt rating of at least A3 by Moody's and a short-term issuer default rating of at least F1 by Fitch or a long term default rating of at least A by Fitch	No	Account Bank Rating
Swap Provider	Royal Bank of Canada	Royal Bank of Canada	Moody's: (i) LT A3(cr) or above; or (ii) a LT sen-unsec of A3 or above Fitch: ST/ LT at least as high as the Fitch Minimum Counterparty Rating of the then highest rated class of Notes	No	Swap CP Rating



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Note Details:

Note Description	ISIN	Initial Balance	Currency	Index	Maturity Date
Class A1 Notes	XS2133480199	414,640,000.00	GBP	SONIA	16-Dec-2056
Class A2 Notes	XS2133481080	445,730,000.00	GBP	SONIA	16-Dec-2056
Class B Notes	XS2133483458	51,830,000.00	GBP	SONIA	16-Dec-2056
Class C Notes	XS2133483706	51,830,000.00	GBP	SONIA	16-Dec-2056
Class D Notes	XS2133483888	25,910,000.00	GBP	SONIA	16-Dec-2056
Class E Notes	XS2133483961	25,910,000.00	GBP	SONIA	16-Dec-2056
Class F notes	XS2133484001	20,742,000.00	GBP	N/A	16-Dec-2056
Class X Notes	XS2133484340	41,460,000.00	GBP	SONIA	16-Dec-2056



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Payment Distributions (GBP) - Interest:

Note	Days		Base		Interest	Accrued Interest	Prior Unpaid	Total Interest Due		Current Unpaid
Description	Accrual	Method	Rate (%)	Margin (%)	Rate (%)	Current Period	Interest	(8) = (6 + 7)	Interest Paid	Interest
	(1)	(2)	(3)	(4)	(5) = (3 + 4)	(6)	(7)		(9)	(10) = (8 - 9)
Class A1 Notes	30	A/365	0.0500	0.9500	1.0000	230,715.69	0.00	230,715.69	230,715.69	0.00
Class A2 Notes	30	A/365	0.0500	1.1000	1.1500	421,306.43	0.00	421,306.43	421,306.43	0.00
Class B Notes	30	A/365	0.0500	1.3000	1.3500	57,510.00	0.00	57,510.00	57,510.00	0.00
Class C Notes	30	A/365	0.0500	1.6000	1.6500	70,290.00	0.00	70,290.00	70,290.00	0.00
Class D Notes	30	A/365	0.0500	1.9000	1.9500	41,526.98	0.00	41,526.98	41,526.98	0.00
Class E Notes	30	A/365	0.0500	3.0000	3.0500	64,952.46	0.00	64,952.46	64,952.46	0.00
Class F notes	30	Fixed	0.8000	-	0.8000	13,638.57	0.00	13,638.57	13,638.57	0.00
Class X Notes	30	A/365	0.0500	3.2500	3.3000	50,765.69	0.00	50,765.69	50,765.69	0.00
RC1 Residual Certific	30	A/365	-	-	-	0.00	0.00	0.00	0.00	0.00
RC2 Residual Certific	30	A/365	-	-	-	0.00	0.00	0.00	0.00	0.00
ERC Certificates	30	A/365	-	-	-	0.00	0.00	0.00	169,156.44	0.00

CANTERBURY FINANCE NO. 2 PLC Monthly Investor Report

Citibank N.A.

Payment Distributions (GBP) - Principal:

Collection Period End Date:

Note Description	Original Balance (1)	Beginning Balance (2)	Principal Paid (3)	Ending Balance (4) = (2 - 3)	Ending Pool Factor (5) = (4 / 1)
Class A1 Notes	414,640,000.00	280,704,099.79	17,000,234.97	263,703,864.82	0.635983
Class A2 Notes	445,730,000.00	445,730,000.00	0.00	445,730,000.00	1.000000
Class B Notes	51,830,000.00	51,830,000.00	0.00	51,830,000.00	1.000000
Class C Notes	51,830,000.00	51,830,000.00	0.00	51,830,000.00	1.000000
Class D Notes	25,910,000.00	25,910,000.00	0.00	25,910,000.00	1.000000
Class E Notes	25,910,000.00	25,910,000.00	0.00	25,910,000.00	1.000000
Class F notes	20,742,000.00	20,742,000.00	0.00	20,742,000.00	1.000000
Class X Notes	41,460,000.00	18,716,644.42	1,581,452.05	17,135,192.37	0.413295





Swap Details:

Collection Period End Date:

Swap Type	Swap Notional Amount	Swap Rate (%)	Day Count Fraction	Period Start Date	Period End Date	Days in Period	Total
SPV Receives SPV Pays	833,387,035.00 833,387,035.00	0.05000% 0.23250%	Actual / 365 Actual / 365	16-Jun-2021 16-Jun-2021	16-Jul-2021 16-Jul-2021	30 30	34,248.78 159,256.84
Net							-125,008.06

Monthly Investor Report



Available Revenue Receipts:

Collection Period End Date:

	Total (GBP)
(a) all Revenue Receipts or, if in a Determination Period, any Calculated Revenue Receipts, in each case excluding any Reconciliation Amounts	
to be applied as Available Redemption Receipts on that Interest Payment Date, received by the Issuer:	2,000,400,40
(i) during the immediately preceding Collection Period; or	3,069,486.16
(ii) if representing amounts received in respect of any repurchases of Loans and their Related Security by the Seller pursuant to the Mortgage Sale Agreement, from but excluding the Collection Period Start Date immediately preceding the immediately preceding Interest Payment Date (or,	
in the case of the first Interest Payment Date, from and including the Closing Date) to and including the immediately preceding interest Payment Date (or,	
Start Date;	0.00
(b) interest payable to the Issuer on the Issuer Accounts and received in the immediately preceding Collection Period (other than any amount of	
interest or income received in respect of any Swap Collateral) and income from any Authorised Investments to be received on or prior to the	
Interest Payment Date (other than any amount of income received in respect of the Swap Collateral);	0.00
(c) amounts received or to be received by the Issuer under or in connection with the Swap Agreement (other than (i) any early termination amount received by the Issuer under the Swap Agreement, (ii) Swap Collateral, (iii) any Replacement Swap Premium paid to the Issuer, and (iv) amounts	
in respect of Swap Tax Credits on such Interest Payment Date other than, in each case, any Swap Collateral Account Surplus which is to be applied as Available Revenue Receipts in accordance with the Swap Collateral Account Priority of Payments);	34,248.78
(d) on the Final Redemption Date only, all amounts standing to the credit of the General Reserve Fund Leger (after first having applied any General Reserve Fund Release Amount in meeting any Revenue Deficit against the relevant item in the Pre -Enforcement Revenue Priority of	
Payments in the order they appear in the Pre-Enforcement Revenue Priority of Payments and debiting such amounts from the General Reserve Fund Ledger in accordance with the Pre-Enforcement Revenue Priority of Payments on such Final Redemption Date);	0.00
(e) on each Interest Payment Date up to and including the Final Redemption Date, the General Reserve Fund Excess Amount;	0.00
(f) on each Interest Payment Date following a Determination Period, any Reconciliation Amounts deemed to be Available Revenue Receipts in accordance with Condition 6.8(c) (Determinations and Reconciliation);	0.00
(g) amounts credited to the Deposit Account on the previous Interest Payment Date in accordance with item (w) of the Pre Enforcement Revenue Priority of Payments;	0.00
(h) amounts representing the Optional Purchase Price received by the Issuer upon the sale of the Loans and their Related Security comprising	0.00
the Portfolio further to the exercise of the Call Option;	
(i) other net income of the Issuer received during the immediately preceding Collection Period, excluding any Redemption Receipts; and	11,489.98

Monthly Investor Report



Collection Period End Date:

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Available Revenue Receipts:

	Total (GBP)
(j) amounts determined to be applied as Available Revenue Receipts on the immediately succeeding Interest Payment Date in accordance with item (k) of the Pre-Enforcement Redemption Priority of Payments;	0.00
less (k) amounts applied from time to time during the immediately preceding Collection Period in making payment of certain monies which properly belong to third parties (including the Seller) such as (but not limited to): • certain costs and expenses charged by the Servicer in respect of its servicing of the Loans, other than the Servicer Fee and not otherwise covered by the items below;	
 payments of certain insurance premiums in respect of the Block Insurance Policies (to the extent referable to the Loans); amounts under a Direct Debit which are repaid to the bank making the payment if such bank is unable to recoup or recall such amount itself from its customer's account or is required to refund an amount previously debited; and any amount received from a Borrower for the express purpose of payment being made to a third party for the provision of a service to that 	
Borrower,	0.00
(I) any tax payments paid or payable by the Issuer during the immediately preceding Collection Period to the extent not funded from amounts standing to the credit of the Issuer Profit Ledger;	0.00
(m) (taking into account any amount paid by way of Third Party Amounts) amounts to remedy any overdraft in relation to the Collection Account or to pay any amounts due to the Collection Account Bank; and	0.00
(n) any Early Repayment Charges which will be applied to make payments in respect of the ERC Certificates.	(169,156.44)
Total	2,946,068.50

Monthly Investor Report

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Available Redemption Receipts:

(a) all Redemption Receipts or, if in a Determination Period, any Calculated Redemption Receipts, in each case excluding an amount equal to	
any Reconciliation Amounts to be applied as Available Revenue Receipts on that Interest Payment Date, received by the Issuer:	0.750.500.07
(i) during the immediately preceding Collection Period; or	8,753,526.27
(ii) if representing amounts received in respect of any repurchases of Loans and their Related Security that were repurchased by the Seller pursuant to the Mortgage Sale Agreement, from but excluding the Collection Period Start Date immediately preceding the immediately preceding	
Interest Payment Date (or, in the case of the first Interest Payment Date, from and including the Closing Date) to and including the immediately	
preceding Collection Period Start Date;	8,246,708.70
	-, ,
(b) the amounts (if any) calculated on the Calculation Date preceding that Interest Payment Date pursuant to the Pre Enforcement Revenue	
Priority of Payments, to be the amount by which the debit balance of each of the Class A Principal Deficiency Sub Ledger and /or the Class B	
Principal Deficiency Sub Ledger and/or the Class C Principal Deficiency Sub Ledger and/or the Class D Principal Deficiency Sub Ledger and/or the Class E Principal Deficiency Sub Ledger and/or the Class E Principal Deficiency Sub-Ledger is to be reduced on that Interest Payment Date;	
the class E Finicipal Deliciency Sub Ledger and/or the class F Finicipal Deliciency Sub-Ledger is to be reduced on that interest Fayment Date,	0.00
(c) any amounts deemed to be Available Redemption Receipts in accordance with item (s) of the Pre-Enforcement Revenue Priority of Payments	0.00
(the "Enhanced Amortisation Amounts");	0.00
(d) on each Interest Payment Date from (and including) the Liquidity Reserve Fund IPD up to (but excluding) the Class B Redemption Date, the	
Class A and Class B Liquidity Reserve Fund Excess Amount;	0.00
(e) on the Class B Redemption Date only, all amounts standing to the credit of the Class A and Class B Liquidity Reserve Fund Ledger (after first	
having applied any Class A and Class B Liquidity Reserve Fund Release Amounts in meeting any Class A and Class B Liquidity Deficit against	
the relevant items in the Pre-Enforcement Revenue Priority of Payments in the order they appear in the Pre-Enforcement Revenue Priority of	
Payments and debiting such amounts from the Class A and Class B Liquidity Reserve Fund Ledger);	0.00
(f) on each Interest Payment Date following a Determination Period, any Reconciliation Amounts deemed to be Available Redemption Receipts	
in accordance with Condition 6.8(c) (Determinations and Reconciliation); and	0.00
	0.00
((g) in respect of the first Interest Payment Date only, the amount paid into the Deposit Account on the Closing Date from the excess of the	0.00
proceeds over the Current Balance of the Portfolio as at the Cut-off Date.	0.00
Total	17,000,234.97

Citibank N.A.





Pre-Enforcement Revenue Priority of Payments:

Collection Period End Date:

	Amount Paid	Amount Remaining
(a) first, in or towards satisfaction, pro rata and pari passu, according to the respective amounts thereof of:		
(i) any fees, costs, charges, Liabilities, expenses and all other amounts then due to the Note Trustee and any Appointee		
under the provisions of the Trust Deed and the other Transaction Documents, together with (if payable) VAT thereon as provided therein; and	0.00	2,946,068.50
(ii) any fees, costs, charges, Liabilities, expenses and all other amounts then due to the Security Trustee and any		
Appointee under the provisions of the Deed of Charge and the other Transaction Documents, together with (if payable) VAT		
	24,000.00	2,922,068.50
(b) second, in or towards satisfaction, pro rata and pari passu, according to the respective amounts thereof (in each case without double counting) of:		
(i) any remuneration then due and payable to the Agent Bank, the Registrar and the Paying Agents and any fees, costs,		
charges, Liabilities and expenses then due to them under the provisions of the Agency Agreement, together with (if payable)	0.00	2 222 222 52
VAT thereon as provided therein;	0.00	2,922,068.50
(ii) any amounts then due and payable to the Cash Manager and any fees, costs, charges, Liabilities and expenses then		
due under the provisions of the Cash Management Agreement, together with VAT (if payable) thereon as provided therein;	0.00	2,922,068.50
(iii) any amounts then due and payable to the Servicer and any fees (including the Servicer Fee), costs, charges, Liabilities	0.00	2,922,000.50
and expenses then due under the provisions of the Servicing Agreement, together with VAT (if payable) thereon as provided		
therein;	148,953.79	2,773,114.71
(iv) any amounts then due and payable to the Back-Up Servicer Facilitator and any fees, costs, charges, Liabilities and	1 10,000.10	2,770,11111
expenses then due under the provisions of the Servicing Agreement, together with (if payable) VAT thereon as provided		
therein; (v) any amounts then due and payable to the Corporate Services Provider and any fees, costs, charges, Liabilities and	0.00	2,773,114.71
expenses then due under the provisions of the Corporate Services Agreement, together with (if payable) VAT thereon as		
provided therein;	0.00	0.770.444.74
(vi) any amounts then due and payable to the Issuer Account Bank and any fees, costs, charges, Liabilities and expenses	0.00	2,773,114.71
then due under the provisions of the Bank Account Agreement, together with (if applicable) VAT thereon as provided therein;		
and	0.00	2,773,114.71
(vii) if applicable, the fees, costs, liabilities and expenses of the securitisation repository or any other third-party website		
provider;	0.00	2,773,114.71



Collection Period End Date:

Pre-Enforcement Revenue Priority of Payments:

(c) third, in or towards satisfaction, pro rata and pari passu, according to the respective amounts thereof of. (i) any amounts due and payable by the Issuer to third parties and incurred without breach by the Issuer of the Transaction Documents to which it is a party (and for which payment has not been provided for elsewhere) and any amounts required to pay or discharge any liability of the Issuer for corporation tax of the Issuer (but only to the extent not capable of being satisfied out of amounts retained by the Issuer for corporation tax of the Issuer (but only to the extent not capable of being satisfied out of amounts retained by the Issuer time (e) below); and (ii) any Transfer Costs which the Servicer has failed to pay pursuant to Clause 18.3 of the Servicing Agreement; (d) fourth, to provide for amounts due on the relevant Swap Payment Date, to pay, in or towards satisfaction of any amounts due to the Swap Provider in respect of the Swap Agreement (including any termination payment due and payable by the Issuer to the extent it is not satisfied by the payment but excluding, if applicable, any related Hedge Subordinated Amounts); (e) fifth, to pay the Issuer an amount equal to £100 to be retained by the Issuer as profit in respect of the business of the Issuer (the "Issuer Profit Amount"); (f) sixth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class A1 Notes and the Class A2 Notes; (g) seventh, (so long as the Class A1 Notes or the Class A2 Notes; remain outstanding following such Interest Payment Date, to credit the Class A Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Available Redemption Receipts); (i) ininth, (so long as the Class B Notes; (ii) ininth, (so long as the Class B Notes remain outstanding following such Interest Payment Date), to credit the Class B Principal Deficiency Sub Ledger in an amount sufficient t		Amount Paid	Amount Remaining
Transaction Documents to which it is a party (and for which payment has not been provided for elsewhere) and any amounts required to pay or discharge any liability of the Issuer for corporation tax of the Issuer (but only to the extent not capable of being satisfied out of amounts retained by the Issuer under item (e) below); and (ii) any Transfer Costs which the Servicer has failed to pay pursuant to Clause 18.3 of the Servicing Agreement; (d) fourth, to provide for amounts due on the relevant Swap Payment Date, to pay, in or towards satisfaction of any amounts due to the Swap Provider in respect of the Swap Agreement (including any termination payment due and payable by the Issuer to the extent it is not satisfied by the payment by the Issuer to the Swap Provider of any Replacement Swap Premium or from the Swap Collateral Account Priority of Payments but excluding, if applicable, any related Hedge Subordinated Amounts); (e) fifth, to pay the Issuer an amount equal to £100 to be retained by the Issuer as profit in respect of the business of the Issuer (the "Issuer Profit Amount"); (f) sixth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class A1 Notes and the Class A2 Notes; (g) seventh, (so long as the Class A1 Notes or the Class A2 Notes; (h) eighth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class B Notes; (i) ninth, (so long as the Class B Notes; (ii) ninth, (so long as the Class B Notes; (iii) ninth, (so long as the Class B Notes; (iii) ninth, (so long as the Class B Notes; (iii) ninth, (so long as the Class B Notes; (iii) ninth, (so long as the Class C Notes remain outstanding following such Interest Payment Date), to credit the Class B Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Available Redemption Receipts); (ii) tenth, to provide fo			
amounts required to pay or discharge any liability of the Issuer for corporation tax of the Issuer (but only to the extent not capable of being satisfied out of amounts retained by the Issuer under item (e) below); and (ii) any Transfer Costs which the Servicer has failed to pay pursuant to Clause 18.3 of the Servicing Agreement; (d) fourth, to provide for amounts due on the relevant Swap Payment Date, to pay, in or towards satisfaction of any amounts due to the Swap Provider in respect of the Swap Agreement (including any termination payment due and payable by the Issuer to the extent it is not satisfed by the payment by the Issuer to the Swap Provider in respect of the Swap Provider of any Replacement Swap Premium or from the Swap Collateral Account Priority of Payments but excluding, if applicable, any related Hedge Subordinated Amounts): (e) fifth, to pay the Issuer an amount equal to £100 to be retained by the Issuer as profit in respect of the business of the Issuer Profit Amount*); (f) sixth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class A1 Notes and the Class A2 Notes; (g) seventh, (so long as the Class A1 Notes or the Class A2 Notes remain outstanding following such Interest Payment Date), to credit the Class A Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Available Redemption Receipts); (i) ninth, (so long as the Class B Notes; (ii) ninth, (so long as the Class C Notes; (iv) eleventh, (so long as the Class C Notes; (iv) eleventh, (so long as the Class C Notes; (iv) eleventh, (so long as the Class C Notes; (iv) eleventh, (so long as the Class C Notes; (iv) eleventh, (so long as the Class C Notes;	(i) any amounts due and payable by the Issuer to third parties and incurred without breach by the Issuer of the		
amounts required to pay or discharge any liability of the Issuer for corporation tax of the Issuer (but only to the extent not capable of being satisfied out of amounts retained by the Issuer under item (e) below); and (ii) any Transfer Costs which the Servicer has failed to pay pursuant to Clause 18.3 of the Servicing Agreement; (d) fourth, to provide for amounts due on the relevant Swap Payment Date, to pay, in or towards satisfaction of any amounts due to the Swap Provider in respect of the Swap Payment Date, to pay, in or towards satisfaction of any amounts due to the Swap Collateral Account Priority of Payments but excluding, if applicable, any related Hedge Subordinated Amounts); (e) fifth, to pay the Issuer an amount equal to £100 to be retained by the Issuer as profit in respect of the business of the Issuer (the "Issuer Profit Amount"); (f) sixth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class A1 Notes or the Class A2 Notes; (g) seventh, (so long as the Class A1 Notes or the Class A2 Notes remain outstanding following such Interest Payment Date), to credit the Class A1 Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Available Redemption Receipts); (i) ninth, (so long as the Class B Notes; (ii) lenth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class B Notes; (iii) lenth, to provide for amounts due on the relevant Interest Payment Date), to credit the Class B Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Available Redemption Receipts); (iii) lenth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class C Notes; (iv) eleventh, (so long as the Class		81.600.00	
capable of being satisfied out of amounts retained by the Issuer under item (e) below); and (ii) any Transfer Costs which the Servicer has failed to pay pursuant to Clause 18.3 of the Servicing Agreement; (d) fourth, to provide for amounts due on the relevant Swap Payment Date, to pay, in or towards satisfaction of any amounts due to the Swap Provider in respect of the Swap Agreement (including any termination payment due and payable by the Issuer to the extent it is not satisfied by the payment by the Issuer to the Swap Provider of any Replacement Swap Premium or from the Swap Collateral Account Priority of Payments but excluding, if applicable, any related Hedge Subordinated Amounts); (e) fifth, to pay the Issuer an amount equal to £100 to be retained by the Issuer as profit in respect of the business of the Issuer (the "Issuer Profit Amount"); (f) sixth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class A1 Notes and the Class A2 Notes; (g) seventh, (so long as the Class A1 Notes or the Class A2 Notes remain outstanding following such Interest Payment Date), to credit the Class A2 Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such and payable on the Class B Notes; (i) ninth, (so long as the Class B Notes; (ii) ninth, (so long as the Class B Notes; (iii) ninth, (so long as the Class B Notes remain outstanding following such Interest Payment Date), to credit the Class B Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Available Redemption Receipts); (i) lenth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class C Notes; (ii) lenth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class C Notes; (iv) eleventh, (so long as the Cl		•	2.691.514.71
(d) fourth, to provide for amounts due on the relevant Swap Payment Date, to pay, in or towards satisfaction of any amounts due to the Swap Provider in respect of the Swap Agreement (including any termination payment due and payable by the Issuer to the extent it is not satisfied by the payment by the Issuer to the Swap Provider of any Replacement Swap Premium or from the Swap Collateral Account Priority of Payments but excluding, if applicable, any related Hedge Subordinated Amounts); (e) fifth, to pay the Issuer an amount equal to £100 to be retained by the Issuer as profit in respect of the business of the Issuer (the "Issuer Profit Amount"); (f) sixth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class A1 Notes and the Class A2 Notes remain outstanding following such Interest Payment Date), to credit the Class A Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Available Redemption Receipts); (i) ninth, (so long as the Class B Notes; (ii) ninth, (so long as the Class B Notes; (iii) ninth, (so long as the Class B Notes; (iv) eleventh, (so long as the Class B Notes remain outstanding following such Interest Payment Date), to credit the Class B Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Available Redemption Receipts); (iv) tenth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class C Notes; (iv) eleventh, (so long as the Class C Notes remain outstanding following such Interest Payment Date), to credit the Class B Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in Provide for amounts due on the relevant Interest Payment Date), to credit the Class C Principal Deficiency Sub Ledger		0.00	, ,
amounts due to the Swap Provider in respect of the Swap Agreement (including any termination payment due and payable by the Issuer to the extent it is not satisfied by the payment by the Issuer to the Swap Provider of any Replacement Swap Premium or from the Swap Collateral Account Priority of Payments but excluding, if applicable, any related Hedge Subordinated Amounts); (e) fifth, to pay the Issuer an amount equal to £100 to be retained by the Issuer as profit in respect of the business of the Issuer (the "Issuer Profit Amount"); (f) sixth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class A1 Notes and the Class A2 Notes; (g) seventh, (so long as the Class A1 Notes or the Class A2 Notes remain outstanding following such Interest Payment Date), to credit the Class A Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Available Redemption Receipts); (h) eighth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class B Notes; (i) ninth, (so long as the Class B Notes remain outstanding following such Interest Payment Date), to credit the Class B Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Available Redemption Receipts); (j) tenth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class C Notes; (k) eleventh, (so long as the Class C Notes remain outstanding following such Interest Payment Date), to credit the Class C Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in Payable on the Class C Notes remain outstanding following such Interest Payment Date), to credit the Class C Principal Deficiency Sub Ledger in		0.00	2,691,514.71
by the Issuer to the extent it is not satisfied by the payment by the Issuer to the Swap Provider of any Replacement Swap Premium or from the Swap Collateral Account Priority of Payments but excluding, if applicable, any related Hedge Subordinated Amounts); (e) fifth, to pay the Issuer an amount equal to £100 to be retained by the Issuer as profit in respect of the business of the Issuer (the "Issuer Profit Amount"); (f) sixth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class A1 Notes and the Class A2 Notes; (g) seventh, (so long as the Class A1 Notes or the Class A2 Notes remain outstanding following such Interest Payment Date), to credit the Class A Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Available Redemption Receipts); (i) ninth, (so long as the Class B Notes remain outstanding following such Interest Payment Date), to credit the Class B Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Available Redemption Receipts); (j) tenth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class B Notes remain outstanding following such Interest Payment Date), to credit the Class B Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Available Redemption Receipts); (j) tenth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class C Notes; (k) eleventh, (so long as the Class C Notes remain outstanding following such Interest Payment Date), to credit the Class C Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in			
Premium or from the Swap Collateral Account Priority of Payments but excluding, if applicable, any related Hedge Subordinated Amounts): (e) fifth, to pay the Issuer an amount equal to £100 to be retained by the Issuer as profit in respect of the business of the Issuer (the "Issuer Profit Amount"); (f) sixth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class A1 Notes and the Class A2 Notes; (g) seventh, (so long as the Class A1 Notes or the Class A2 Notes remain outstanding following such Interest Payment Date), to credit the Class A Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Available Redemption Receipts); (i) ninth, (so long as the Class B Notes remain outstanding following such Interest Payment Date), to credit the Class B Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Available Redemption Receipts); (j) tenth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class B Notes remain outstanding following such Interest Payment Date), to credit the Class B Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Available Redemption Receipts); (j) tenth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class C Notes; (k) eleventh, (so long as the Class C Notes remain outstanding following such Interest Payment Date), to credit the Class C Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in			
Subordinated Amounts): (e) fifth, to pay the Issuer an amount equal to £100 to be retained by the Issuer as profit in respect of the business of the Issuer Profit Amount"); (f) sixth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class A1 Notes and the Class A2 Notes; (g) seventh, (so long as the Class A1 Notes or the Class A2 Notes remain outstanding following such Interest Payment Date), to credit the Class A Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such and payable on the Class B Notes; (i) ninth, (so long as the Class B Notes remain outstanding following such Interest Payment Date), to credit the Class B Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such and payable on the Class B Notes; (i) ninth, (so long as the Class B Notes remain outstanding following such Interest Payment Date), to credit the Class B Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Available Redemption Receipts); (i) tenth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class C Notes; (k) eleventh, (so long as the Class C Notes remain outstanding following such Interest Payment Date), to credit the Class C Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in Provide for amounts under the Class C Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in Provide for amounts under the Class C Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in Provide for amounts under the Class C Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in			
(e) fifth, to pay the Issuer an amount equal to £100 to be retained by the Issuer as profit in respect of the business of the Issuer Profit Amount"); (f) sixth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class A1 Notes and the Class A2 Notes; (g) seventh, (so long as the Class A1 Notes or the Class A2 Notes remain outstanding following such Interest Payment Date), to credit the Class A2 Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Available Redemption Receipts); (i) ninth, (so long as the Class B Notes remain outstanding following such Interest Payment Date), to credit the Class B Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Available Redemption Receipts); (j) tenth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class C Notes; (k) eleventh, (so long as the Class C Notes remain outstanding following such Interest Payment Date), to credit the Class C Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in Provide for amounts and the relevant Interest Payment Date), to credit the Class C Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in Provide for amounts and pari passu, interest due and payable on the Class C Notes remain outstanding following such Interest Payment Date), to credit the Class C Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in Provide for amounts and pari passu, interest due Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in Provide for amounts and pari passu, interes		450.050.04	0.500.055.05
Issuer (the "Issuer Profit Amount"); (f) sixth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class A1 Notes and the Class A2 Notes; (g) seventh, (so long as the Class A1 Notes or the Class A2 Notes remain outstanding following such Interest Payment Date), to credit the Class A Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Available Redemption Receipts); (i) ninth, (so long as the Class B Notes remain outstanding following such Interest Payment Date), to credit the Class B Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Available Redemption Receipts); (j) tenth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class C Notes; (k) eleventh, (so long as the Class C Notes remain outstanding following such Interest Payment Date), to credit the Class C Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in 70,290.00 1,752,335.75		159,256.84	2,532,257.87
Issuer (the "Issuer Profit Amount"); (f) sixth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class A1 Notes and the Class A2 Notes; (g) seventh, (so long as the Class A1 Notes or the Class A2 Notes remain outstanding following such Interest Payment Date), to credit the Class A Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Available Redemption Receipts); (i) ninth, (so long as the Class B Notes remain outstanding following such Interest Payment Date), to credit the Class B Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Available Redemption Receipts); (j) tenth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class C Notes; (k) eleventh, (so long as the Class C Notes remain outstanding following such Interest Payment Date), to credit the Class C Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in 70,290.00 1,752,335.75		100.00	2.532.157.87
and payable on the Class A1 Notes and the Class A2 Notes; (g) seventh, (so long as the Class A1 Notes or the Class A2 Notes remain outstanding following such Interest Payment Date), to credit the Class A Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Available Redemption Receipts); (h) eighth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class B Notes; (i) ninth, (so long as the Class B Notes remain outstanding following such Interest Payment Date), to credit the Class B Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Available Redemption Receipts); (j) tenth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class C Notes; (k) eleventh, (so long as the Class C Notes remain outstanding following such Interest Payment Date), to credit the Class C Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in			_,,
(g) seventh, (so long as the Class A1 Notes or the Class A2 Notes remain outstanding following such Interest Payment Date), to credit the Class A Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Available Redemption Receipts); (h) eighth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class B Notes remain outstanding following such Interest Payment Date), to credit the Class B Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Available Redemption Receipts); (j) tenth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class C Notes; (k) eleventh, (so long as the Class C Notes remain outstanding following such Interest Payment Date), to credit the Class C Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in		230,715.69	
Date), to credit the Class A Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Available Redemption Receipts); (h) eighth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class B Notes; (i) ninth, (so long as the Class B Notes remain outstanding following such Interest Payment Date), to credit the Class B Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Available Redemption Receipts); (j) tenth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class C Notes; (k) eleventh, (so long as the Class C Notes remain outstanding following such Interest Payment Date), to credit the Class C Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in	and payable on the Class A1 Notes and the Class A2 Notes;	421,306.43	1,880,135.75
amounts to be applied in repayment of principal as Available Redemption Receipts); (h) eighth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class B Notes; (i) ninth, (so long as the Class B Notes remain outstanding following such Interest Payment Date), to credit the Class B Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Available Redemption Receipts); (j) tenth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class C Notes; (k) eleventh, (so long as the Class C Notes remain outstanding following such Interest Payment Date), to credit the Class C Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in	(g) seventh, (so long as the Class A1 Notes or the Class A2 Notes remain outstanding following such Interest Payment		
(h) eighth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class B Notes; (i) ninth, (so long as the Class B Notes remain outstanding following such Interest Payment Date), to credit the Class B Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Available Redemption Receipts); (j) tenth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class C Notes; (k) eleventh, (so long as the Class C Notes remain outstanding following such Interest Payment Date), to credit the Class C Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in			
and payable on the Class B Notes; (i) ninth, (so long as the Class B Notes remain outstanding following such Interest Payment Date), to credit the Class B Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Available Redemption Receipts); (j) tenth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class C Notes; (k) eleventh, (so long as the Class C Notes remain outstanding following such Interest Payment Date), to credit the Class C Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in	amounts to be applied in repayment of principal as Available Redemption Receipts);	0.00	1,880,135.75
(i) ninth, (so long as the Class B Notes remain outstanding following such Interest Payment Date), to credit the Class B Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Available Redemption Receipts); (j) tenth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class C Notes; (k) eleventh, (so long as the Class C Notes remain outstanding following such Interest Payment Date), to credit the Class C Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in	(h) eighth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due		
Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in repayment of principal as Available Redemption Receipts); (j) tenth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class C Notes; (k) eleventh, (so long as the Class C Notes remain outstanding following such Interest Payment Date), to credit the Class C Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in	and payable on the Class B Notes;	57,510.00	1,822,625.75
repayment of principal as Available Redemption Receipts); (j) tenth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class C Notes; (k) eleventh, (so long as the Class C Notes remain outstanding following such Interest Payment Date), to credit the Class C Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in	(i) ninth, (so long as the Class B Notes remain outstanding following such Interest Payment Date), to credit the Class B		
(j) tenth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class C Notes; (k) eleventh, (so long as the Class C Notes remain outstanding following such Interest Payment Date), to credit the Class C Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in	Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in		
and payable on the Class C Notes; (k) eleventh, (so long as the Class C Notes remain outstanding following such Interest Payment Date), to credit the Class C Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in	repayment of principal as Available Redemption Receipts);	0.00	1,822,625.75
(k) eleventh, (so long as the Class C Notes remain outstanding following such Interest Payment Date), to credit the Class C Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in	(j) tenth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due		
Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in	and payable on the Class C Notes;	70,290.00	1,752,335.75
Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in	(k) eleventh, (so long as the Class C Notes remain outstanding following such Interest Payment Date), to credit the Class C		
1 0 0 1 1 752 225 75			
	repayment of principal as Available Redemption Receipts);	0.00	1,752,335.75

Monthly Investor Report



Pre-Enforcement Revenue Priority of Payments:

Collection Period End Date:

	Amount Paid	Amount Remaining
(I) twelfth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class D Notes;	41,526.98	1,710,808.77
(m) thirteenth, (so long as the Class D Notes remain outstanding following such Interest Payment Date), to credit the Class D Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in		
repayment of principal as Available Redemption Receipts);	0.00	1,710,808.77
(n) fourteenth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due	64,952.46	
and payable on the Class E Notes; (o) fifteenth, (so long as the Class E Notes remain outstanding following such Interest Payment Date), to credit the Class E	04,932.40	1,645,856.31
Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied in	0.00	4 045 050 04
repayment of principal as Available Redemption Receipts); (p) sixteenth, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due	0.00	1,645,856.31
and payable on the Class F Notes;	13,638.57	1,632,217.74
(q) seventeenth, (so long as the Class F Notes remain outstanding following such Interest Payment Date), to credit the Class F Principal Deficiency Sub Ledger in an amount sufficient to eliminate any debit thereon (such amounts to be applied		
in repayment of principal as Available Redemption Receipts);	0.00	1,632,217.74
(r) eighteenth, to credit the General Reserve Fund Ledger up to the General Reserve Fund Required Amount;	0.00	1,632,217.74
(s) nineteenth, to provide for amounts due on the relevant Interest Payment Date, to pay in accordance with the terms of the Swap Agreement to the Swap Provider in respect of any Hedge Subordinated Amounts (to the extent not satisfied by payment to the Swap Provider by the Issuer of any applicable Replacement Swap Premium or from the Swap Collateral Account Priority of Payments);	0.00	1,632,217.74
(t) twntieth, on any Interest Payment Date occurring on or after the Optional Redemption Date or the Final Redemption Date an amount equal to the lesser of: (i) all remaining amounts (if any); and	0.00	1,002,211.17
(ii) the amount required by the Issuer to pay in full all amounts payable under items (a) to (i) (inclusive) of the		
Pre-Enforcement Redemption Priority of Payments, less any Available Redemption Receipts (other than item (c) of the definition thereof) otherwise available to the Issuer, to be applied as Available Redemption Receipts;	0.00	1,632,217.74
(u) twenty- first, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, interest due and payable on the Class X Notes;	50,765.69	1,581,452.05





Pre-Enforcement Revenue Priority of Payments:

Collection Period End Date:

	Amount Paid	Amount Remaining
(v) twenty-second, to provide for amounts due on the relevant Interest Payment Date, to pay, pro rata and pari passu, principal due and payable on the Class X Notes until the Principal Amount Outstanding on the Class X Notes has been reduced to zero;	1,581,452.05	0.00
(w) twenty-third, on any Interest Payment Date falling within a Determination Period, all remaining amounts to be credited to the Deposit Account to be applied on the next Interest Payment Date as Available Revenue Receipts; and	0.00	0.00
(x) twenty-fourth, on any Interest Payment Date prior to (but excluding) the Optional Redemption Date any excess amounts, pro rata and pari passu, as RC1 Payments to the holders of the RC1 Residual Certificates and thereafter, any excess amounts, pro rata and pari passu, as RC2 Payments to the holders of the RC2 Residual Certificates.	0.00	0.00





Collection Period End Date:

Pre-Enforcement Principal Priority of Payments:

	Amount Paid	Amount Remaining
(a) first, subject to the Class A and Class B Liquidity Reserve Fund Trigger Event having occurred, to credit the Class A and Class B Liquidity Reserve Fund Required Amount;	0.00	17,000,234.97
(b) second, any Principal Addition Amounts to be applied to meet any Senior Expenses Deficit;	0.00	17,000,234.97
(c) third, in or towards repayment, pro rata and pari passu, of principal amounts outstanding on the Class A1 Notes until the Principal Amount Outstanding on the Class A1 Notes has been reduced to zero;	17,000,234.97	0.00
(d) fourth, in or towards repayment, pro rata and pari passu, of principal amounts outstanding on the Class A2 Notes until the Principal Amount Outstanding on the Class A2 Notes has been reduced to zero;	0.00	0.00
(e) fifth, in or towards repayment, pro rata and pari passu, of principal amounts outstanding on the Class B Notes until the Principal Amount Outstanding on the Class B Notes has been reduced to zero;	0.00	0.00
(f) sixth, in or towards repayment, pro rata and pari passu, of principal amounts outstanding on the Class C Notes until the Principal Amount Outstanding on the Class C Notes has been reduced to zero;	0.00	0.00
(g) seventh, in or towards repayment, pro rata and pari passu, of principal amounts outstanding on the Class D Notes until the Principal Amount Outstanding on the Class D Notes has been reduced to zero;	0.00	0.00
(h) eighth, in or towards repayment, pro rata and pari passu, of principal amounts outstanding on the Class E Notes until the Principal Amount Outstanding on the Class E Notes has been reduced to zero;	0.00	0.00
(i) ninth, in or towards repayment, pro rata and pari passu, of principal amounts outstanding on the Class F Notes until the Principal Amount Outstanding on the Class F Notes has been reduced to zero;	0.00	0.00
(j) tenth, any excess amounts as Available Revenue Receipts.	0.00	0.00





General Reserve Fund Ledger:

Collection Period End Date:

30-Jun-2021

	Total (GBP)
General Reserve Fund Balance at the start of the period	15,548,880.00
General Reserve Fund amount released to Available Revenue Receipts to pay General Reserve Fund Payments	0.00
General Reserve Fund amount released to Available Principal Receipts following Floating Rate Rated Notes redemption	0.00
General Reserve Fund Required Amount	15,548,880.00
General Reserve Fund credits through Pre-Enforcement Revenue Priority of Payments	0.00
General Reserve Fund Balance at the end of the period	15,548,880.00

Redemption Ledger:

0.00 17,000,234.97 17,000,234.97 0.00

Revenue Ledger:

	Total (GBP)
Starting Balance Amount debited during the period Amount credited through the period Ending Balance	0.00 2,946,068.50 2,946,068.50 0.00



Collection Period End Date:

30-Jun-2021

Swap Collateral Ledger:

- <u>-</u>	Total (GBP)	ı
Starting Balance	0.00	l
Amount debited during the period	0.00	l
Amount credited through the period	0.00	l
Ending Balance	0.00	ł
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Issuer Profit Ledger:

	Total (GBP)
Starting Balance	1,500.00
Amount debited during the period	0.00
Amount credited through the period	100.00
Ending Balance	1,600.00

Class A and Class B Liquidity Fund Ledger:

	Iolai (GBP)
Starting Balance	0.00
Amount debited during the period	0.00
Amount credited through the period	0.00
Ending Balance	0.00

Total (CDD)



Collection Period End Date:

30-Jun-2021

Portfolio Size:

	Current Period	Prior Period
Current Balance of the Mortgage Portfolio (GBP)	889,289,802.20	906,135,140.34
Number of Loans in the Portfolio Average mortgage Size (GBP)	3,538 251,353.82	3,610 251,006.96

Summary Portfolio Statistics:

	Seasoning (months)	Remaining Term (months)	Original LTV (%)	Current LTV (%)	Interest Rate (%)
Weighted Average	24.84	250.97	74.11	70.86	3.85
Min	18.00	25.00	11.51	11.04	2.84
Max	53.00	402.00	87.12	93.31	6.18



Collection Period End Date:

30-Jun-2021

Properties in Possession:

	No. Mortgage Accounts	Balance	Loss Incurred
Properties in Possession (Beginning of period)	0	0	0
Possessed (current month)			
Possessed (to date)			
Sold (current month)			
Sold (to date)			
Property Returned to Borrower (current month)			
Property Returned to Borrower (to date)			
Properties in Possession (end of period)			

Net Losses:

	Number of Accounts	Net Losses
Current Month To Date	0 0	0 0



Collection Period End Date:

30-Jun-2021

Recoveries:

	Number of Accounts	Balance of Recoveries
Beginning of Period Current Month Recoveries on New Accounts (included in Current Month figures) To Date	0	0

Loss Severity:

	Current Period	Prior Period
Loss Severity Lifetime Loss Severity	0	0



Collection Period End Date:

30-Jun-2021

Prepayment Rates:

		Current Period		Prior Period				
	1 Month	3 Month	Lifetime	1 Month	3 Month	Lifetime		
Current PPR GRGA Current CPR	1.85% 22.23%	17.68% 17.48%	11.15% 10.91%	1.25% 15.03%	15.35% 15.08%	10.48% 10.24%		

Constant Default Rates:

		Current Period			Prior Period	
	1 Month	3 Month	Lifetime	1 Month	3 Month	Lifetime
Current CDR	1.76%	1.05%	0.58%	0.51%	0.82%	0.56%

	Current Period	Prior Period
Scheduled Principal Collections Unscheduled Principal Collections Current Period Defaults	198,973.82 16,801,261.15 1,336,902.39	255,425.57 11,501,600.38 387,309.30



Collection Period End Date:

30-Jun-2021

Outstanding Balances:

		Cur	rent Period			Pr	ior Period	
Amount	Number	%	Value (GBP)	%	Number	%	Value (GBP)	%
<= 0.00	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%
0.00 <- 50,000.00	7	0.20%	333,666.96	0.04%	9	0.25%	358,569.01	0.04%
50,000.00 <- 100,000.00	527	14.90%	41,237,990.00	4.64%	531	14.71%	41,529,433.50	4.58%
100,000.00 <- 150,000.00	665	18.80%	82,795,727.67	9.31%	686	19.00%	85,342,753.80	9.42%
150,000.00 <- 200,000.00	548	15.49%	95,894,995.36	10.78%	561	15.54%	98,177,947.58	10.83%
200,000.00 <- 250,000.00	437	12.35%	98,625,559.67	11.09%	446	12.35%	100,631,412.44	11.11%
250,000.00 <- 300,000.00	340	9.61%	93,093,353.80	10.47%	345	9.56%	94,430,585.32	10.42%
300,000.00 <- 350,000.00	288	8.14%	93,202,579.13	10.48%	291	8.06%	94,112,404.21	10.39%
350,000.00 <- 400,000.00	198	5.60%	73,797,611.27	8.30%	204	5.65%	75,986,950.40	8.39%
400,000.00 <- 450,000.00	138	3.90%	58,247,565.03	6.55%	140	3.88%	59,054,657.43	6.52%
450,000.00 <- 500,000.00	90	2.54%	42,712,949.74	4.80%	92	2.55%	43,667,086.57	4.82%
500,000.00 <- 600,000.00	115	3.25%	62,651,319.41	7.05%	118	3.27%	64,308,246.32	7.10%
600,000.00 <- 700,000.00	80	2.26%	51,019,897.80	5.74%	81	2.24%	51,627,001.22	5.70%
700,000.00 <- 800,000.00	37	1.05%	27,533,771.19	3.10%	37	1.02%	27,534,169.48	3.04%
800,000.00 <- 900,000.00	20	0.57%	16,839,761.89	1.89%	20	0.55%	16,840,576.03	1.86%
900,000.00 <- 1,000,000.00	25	0.71%	23,695,856.90	2.66%	25	0.69%	23,697,192.43	2.62%
> 1,000,000.00	23	0.65%	27,607,196.38	3.10%	24	0.66%	28,836,154.60	3.18%
Total	3,538	100.00%	889,289,802.20	100.00%	3,610	100.00%	906,135,140.34	100.00%





Seasoning:

Collection Period End Date:

		Curi	rent Period			Pri	or Period	
Months	Number	%	Value (GBP)	%	Number	%	Value (GBP)	%
<= 8.00	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%
8.00 <- 9.00	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%
9.00 <- 10.00	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%
10.00 <- 11.00	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%
11.00 <- 12.00	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%
12.00 <- 13.00	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%
13.00 <- 14.00	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%
14.00 <- 15.00	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%
15.00 <- 16.00	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%
16.00 <- 17.00	0	0.00%	0.00	0.00%	374	10.36%	89,015,124.66	9.82%
17.00 <- 18.00	367	10.37%	86,433,964.49	9.72%	376	10.42%	83,063,239.11	9.17%
18.00 <- 19.00	373	10.54%	82,461,398.03	9.27%	461	12.77%	113,887,221.15	12.57%
19.00 <- 20.00	459	12.97%	113,119,097.62	12.72%	405	11.22%	104,936,974.89	11.58%
20.00 <- 25.00	1,613	45.59%	385,999,735.66	43.41%	1,305	36.15%	301,250,216.11	33.25%
25.00 <- 30.00	205	5.79%	52,773,710.58	5.93%	206	5.71%	57,051,682.75	6.30%
30.00 <- 35.00	185	5.23%	57,468,982.23	6.46%	195	5.40%	61,575,431.90	6.80%
35.00 <- 40.00	148	4.18%	48,684,795.38	5.47%	121	3.35%	39,470,951.67	4.36%
40.00 <- 45.00	106	3.00%	36,221,493.42	4.07%	95	2.63%	32,949,818.27	3.64%
45.00 <- 50.00	69	1.95%	22,258,747.12	2.50%	62	1.72%	20,190,242.45	2.23%
50.00 <- 75.00	13	0.37%	3,867,877.67	0.43%	10	0.28%	2,744,237.38	0.30%
75.00 <- 100.00	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%
> 100.00	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%
Total	3,538	100.00%	889,289,802.20	100.00%	3,610	100.00%	906,135,140.34	100.00%



Collection Period End Date:

30-Jun-2021

Original Term:

		Current Period Prior Period					ior Period	
Months	Number	%	Value (GBP)	%	Number	%	Value (GBP)	%
< 0.00	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%
0.00 -< 50.00	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%
50.00 -< 100.00	36	1.02%	8,562,849.76	0.96%	36	1.00%	8,563,328.42	0.95%
100.00 -< 150.00	175	4.95%	46,784,782.51	5.26%	180	4.99%	47,833,115.97	5.28%
150.00 -< 200.00	258	7.29%	65,900,665.79	7.41%	260	7.20%	66,385,852.15	7.33%
200.00 -< 250.00	669	18.91%	172,878,598.54	19.44%	676	18.73%	174,290,610.23	19.23%
250.00 -< 300.00	138	3.90%	37,733,925.76	4.24%	140	3.88%	38,715,325.71	4.27%
300.00 -< 350.00	1,859	52.54%	460,806,766.86	51.82%	1,905	52.77%	470,889,880.39	51.97%
350.00 -< 400.00	199	5.62%	49,512,345.72	5.57%	205	5.68%	50,564,398.86	5.58%
400.00 -< 450.00	204	5.77%	47,109,867.26	5.30%	208	5.76%	48,892,628.61	5.40%
450.00 -< 500.00	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%
>= 500.00	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%
Total	3,538	100.00%	889,289,802.20	100.00%	3,610	100.00%	906,135,140.34	100.00%



Collection Period End Date:

30-Jun-2021

Remaining Term:

		Cur	rent Period		Prior Period				
Months	Number	%	Value (GBP)	%	Number	%	Value (GBP)	%	
0	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	
0.00 <- 50.00	9	0.25%	3,277,322.78	0.37%	8	0.22%	2,941,058.68	0.32%	
50.00 <- 100.00	143	4.04%	32,605,567.40	3.67%	137	3.80%	31,675,856.33	3.50%	
100.00 <- 150.00	150	4.24%	45,594,852.53	5.13%	156	4.32%	46,682,373.31	5.15%	
150.00 <- 200.00	299	8.45%	76,798,117.52	8.64%	301	8.34%	76,195,680.59	8.41%	
200.00 <- 250.00	628	17.75%	166,416,335.44	18.71%	633	17.53%	167,429,296.19	18.48%	
250.00 <- 300.00	1,864	52.69%	456,924,315.03	51.38%	1,920	53.19%	470,700,490.57	51.95%	
300.00 <- 350.00	233	6.59%	58,115,217.18	6.54%	237	6.57%	58,579,376.88	6.46%	
350.00 <- 400.00	174	4.92%	40,532,928.20	4.56%	147	4.07%	33,011,575.92	3.64%	
400.00 <- 450.00	38	1.07%	9,025,146.12	1.01%	71	1.97%	18,919,431.87	2.09%	
450.00 <- 500.00	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	
500	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	
Total	3,538	100.00%	889,289,802.20	100.00%	3,610	100.00%	906,135,140.34	100.00%	





Months in Arrears:

Collection Period End Date:

		Cur	rent Period		Prior Period			
Months	Number	%	Value (GBP)	%	Number	%	Value (GBP)	%
0	3,463	97.88%	869,443,067.18	97.77%	3,537	97.98%	887,117,912.75	97.90%
0.00 <- 1.00	46	1.30%	11,038,658.69	1.24%	39	1.08%	10,056,508.46	1.11%
1.00 <- 2.00	12	0.34%	3,216,688.10	0.36%	17	0.47%	3,837,005.79	0.42%
2.00 <- 3.00	3	0.08%	1,215,785.01	0.14%	3	0.08%	1,008,539.28	0.11%
3.00 <- 4.00	3	0.08%	1,011,861.76	0.11%	1	0.03%	185,973.07	0.02%
4.00 <- 5.00	1	0.03%	601,119.79	0.07%	5	0.14%	1,971,413.20	0.22%
5.00 <- 6.00	5	0.14%	1,900,558.30	0.21%	3	0.08%	936,250.92	0.10%
6.00 <- 7.00	2	0.06%	305,989.20	0.03%	1	0.03%	107,710.85	0.01%
7.00 <- 8.00	0	0.00%	0.00	0.00%	4	0.11%	913,826.02	0.10%
8.00 <- 9.00	3	0.08%	556,074.17	0.06%	0	0.00%	0.00	0.00%
9.00 <- 10.00	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%
10	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%
Total	3,538	100.00%	889,289,802.20	100.00%	3,610	100.00%	906,135,140.34	100.00%

COVID 19 Payment Holidays (Balance):

	4	6	Total		
	Months	Months			
January 2021	0.00	381,987.82	381,987.82		
April 2021	450,695.15	0.00	450,695.15		
Total	450,695.15	381,987.82	832,682.97		



COVID 19 Payment Holidays (Count):

Collection Period End Date:

	4	6	Total	
	Months	Months		
January 2021	0	1	1	
April 2021	2	0	2	
Total	2	1	3	

30-Jun-2021

Property Type:

	Current Period				Prior Period				
Туре	Number	%	Value (GBP)	%	Number	%	Value (GBP)	%	
Unknown	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	
No Data	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	
Terraced House	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	
Semi-Detached House	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	
Other	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	
Other	4	0.11%	1,236,539.36	0.14%	4	0.11%	1,236,594.58	0.14%	
Residential (Bungalow)	44	1.24%	9,826,729.22	1.11%	45	1.25%	10,034,156.74	1.11%	
Residential (House)	485	13.71%	127,761,372.61	14.37%	494	13.68%	129,989,803.86	14.35%	
Multifamily house	537	15.18%	193,504,141.74	21.76%	550	15.24%	197,786,518.03	21.83%	
Residential (Terraced House)	682	19.28%	141,757,205.33	15.94%	688	19.06%	142,829,581.26	15.76%	
Residential (Flat/Apartment)	730	20.63%	171,434,753.12	19.28%	738	20.44%	172,994,810.00	19.09%	
Maisonette	1,056	29.85%	243,769,060.82	27.41%	1,091	30.22%	251,263,675.87	27.73%	
Total	3,538	100.00%	889,289,802.20	100.00%	3,610	100.00%	906,135,140.34	100.00%	



Collection Period End Date:

30-Jun-2021

Original LTV:

		Current Period				Prior Period				
%	Number	%	Value (GBP)	%	Number	%	Value (GBP)	%		
0.00 -< 10.00	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%		
10.00 -< 20.00	6	0.17%	2,222,968.21	0.25%	6	0.17%	2,223,062.02	0.25%		
20.00 -< 30.00	16	0.45%	2,487,300.04	0.28%	16	0.44%	2,487,890.89	0.27%		
30.00 -< 40.00	25	0.71%	4,333,412.08	0.49%	25	0.69%	4,334,597.96	0.48%		
40.00 -< 50.00	63	1.78%	12,226,387.12	1.37%	64	1.77%	12,373,043.69	1.37%		
50.00 -< 60.00	139	3.93%	37,295,664.59	4.19%	146	4.04%	38,737,564.92	4.28%		
60.00 -< 70.00	334	9.44%	94,333,359.59	10.61%	343	9.50%	95,691,750.51	10.56%		
70.00 -< 80.00	2,298	64.95%	578,900,083.11	65.10%	2,336	64.71%	589,086,028.29	65.01%		
80.00 -< 90.00	657	18.57%	157,490,627.46	17.71%	674	18.67%	161,201,202.06	17.79%		
90.00 -< 100.00	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%		
>= 100.00	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%		
Total	3,538	100.00%	889,289,802.20	100.00%	3,610	100.00%	906,135,140.34	100.00%		



Collection Period End Date:

30-Jun-2021

Current LTV:

	Current Period				Prior Period					
%	Number	%	Value (GBP)	%	Number	%	Value (GBP)	%		
No Data	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%		
0.00 -< 10.00	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%		
10.00 -< 20.00	9	0.25%	2,437,044.01	0.27%	9	0.25%	2,437,304.87	0.27%		
20.00 -< 30.00	20	0.57%	3,089,114.50	0.35%	20	0.55%	3,089,873.21	0.34%		
30.00 -< 40.00	29	0.82%	5,139,886.46	0.58%	29	0.80%	5,142,294.80	0.57%		
40.00 -< 50.00	96	2.71%	21,393,865.48	2.41%	99	2.74%	22,025,786.23	2.43%		
50.00 -< 60.00	195	5.51%	48,063,678.03	5.40%	203	5.62%	49,379,812.72	5.45%		
60.00 -< 70.00	773	21.85%	189,335,219.81	21.29%	791	21.91%	193,477,280.72	21.35%		
70.00 -< 80.00	2,183	61.70%	558,513,777.72	62.80%	2,220	61.50%	567,696,301.04	62.65%		
80.00 -< 90.00	230	6.50%	59,815,970.74	6.73%	236	6.54%	61,385,089.14	6.77%		
90.00 -< 100.00	3	0.08%	1,501,245.45	0.17%	3	0.08%	1,501,397.61	0.17%		
>= 100.00	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%		
Total	3,538	100.00%	889,289,802.20	100.00%	3,610	100.00%	906,135,140.34	100.00%		





Geographic Region:

Collection Period End Date:

30-Jun-2021

	Current Period				Prior Period				
Region	Number	%	Value (GBP)	%	Number	%	Value (GBP)	%	
UKC	70	1.98%	7,620,309.06	0.86%	70	1.94%	7,625,451.20	0.84%	
UKD	386	10.91%	53,080,843.28	5.97%	398	11.02%	54,688,051.28	6.04%	
UKE	170	4.80%	23,070,707.80	2.59%	173	4.79%	23,418,970.26	2.58%	
UKF	281	7.94%	42,942,478.00	4.83%	285	7.89%	43,594,148.86	4.81%	
UKG	287	8.11%	45,327,737.47	5.10%	298	8.25%	46,921,834.21	5.18%	
UKH	364	10.29%	91,687,792.16	10.31%	373	10.33%	93,558,053.73	10.32%	
UKI	1,037	29.31%	399,067,947.92	44.87%	1,049	29.06%	403,900,692.08	44.57%	
UKJ	557	15.74%	150,455,441.70	16.92%	571	15.82%	154,887,335.57	17.09%	
UKK	254	7.18%	55,711,291.89	6.26%	258	7.15%	56,696,658.36	6.26%	
UKL	132	3.73%	20,325,252.92	2.29%	135	3.74%	20,843,944.79	2.30%	
Total	3,538	100.00%	889,289,802.20	100.00%	3,610	100.00%	906,135,140.34	100.00%	

Risk Retention:

Pursuant to the Subscription Agreement, OSB, (in its capacity as originator for the purposes of the Securitisation Regulation) will undertake to the Joint Lead Managers and the Arranger that it will (i) retain on an ongoing basis, the Retained Interest as required by Article 6(1) of the Securitisation Regulation (which does not take into account any corresponding national measures), (ii) comply with the disclosure obligations under Article 7(I)(e)(iii) of the Securitisation Regulation by confirming the risk retention of the Seller as contemplated by Articles 6(1) and 6.3(a) of the Securitisation Regulation, (iii) not sell, hedge or otherwise mitigate (and shall procure that none of its affiliates shall sell, hedge or otherwise mitigate) the credit risk under or associated with the Retained Interest except to the extent permitted under the Securitisation Regulation and (iv) not change the manner or form in which it holds the Retained Interest.

As at the Closing Date, such retention requirement will be satisfied by OSB retaining no less than 5 per cent. of the nominal value of each Class of Notes sold to investors in accordance with Article 6(3) (a) of the Securitisation Regulation. Any change to the manner in which such interest is held will be notified to the Noteholders.

Except with the express written consent of the Seller in the form of a U.S. Risk Retention Consent and where such sale falls within the exemption provided by Section 20 of the U.S. Risk Retention Rules, the Notes or the Residual Certificates offered and sold by the Issuer may not be purchased by any person except for persons that are not Risk Retention U.S. Persons.