Investor Report

Reporting Information

 Report Date:
 31/01/2025

 Reporting Period:
 01/12/2024 - 31/12/2024

 Distribution Date:
 16/01/2025

Investor Relations Contacts

 Edward Smith
 Senior Manager - Wholesale Funding
 ezsmith@ybs.co.uk
 01274 357354

 Ben Charnock
 Manager - Wholesale Funding
 bcharnock@ybs.co.uk
 01274 472092

 Rob Coney
 Manager - Wholesale Funding
 rconey@ybs.co.uk
 01274 357065

Treasury Department <u>treasury dealers@ybs.co.uk</u> 01274 801298

Securitisation Reporting https://www.ybs.co.uk/your-society/treasury/index.html#funding-programmes

https://editor.eurodw.co.uk/

U.S. CREDIT RISK RETENTION UNDERTAKING

YBS, as the "sponsor" of a "securitisation transaction", is required under Section 15G of the Exchange Act and regulations promulgated thereunder (the "US Credit Risk Retention Requirements") to retain an economic interest in the credit risk of the interests created by the Issuer in an amount of not less than 5%. In such capacity, YBS intends to satisfy the US Credit Risk Retention Requirements by retaining and maintaining (either directly or through one or more wholly owned affiliates (as such term is defined in the US Credit Risk Retention Requirements), in the form of the YBS Note, which seller's interest will be in a minimum amount equal to at least 5% of the aggregate unpaidprincipal amount of the outstanding Notes of all Series issued by the Issuer, other than any Notes that are at all times held by YBS (or one or more of YBS's wholly owned affiliates), calculated in all cases in accordance with the US Credit Risk Retention Requirements and measured at the Issuance of Notes and on a monthly basis on each Payment Date.

SECURITISATION REGULATION RISK RETENTION UNDERTAKING

YBS will (in its capacity as sponsor) retain, on an ongoing basis, a material net economic interest in the securitisation of not less than 5% of the nominal value of the securitisation Requirements"), and (B) the EU Securitisation Framework and, in particular Article 6(1) of Chapter 2 of the PRA Securitisation Requirements"). YBS intends to satisfy both the EU Risk Retention Requirements and the UK Risk Retention Requirements through retaining a portion of the YBS Note in an amount at least equal to 5% of the then aggregate outstanding Current Balance of the Mortgage Portfolio in accordance with Article 6(3)(b) of the EU Securitisation Regulation and the UK Securitisation Regulation Rules.

Programme Summary

Assets / Liabilities

	Current Period	Prior Period
Number of Mortages Accounts	6,187	6,280
Current Balance	£1,255,015,366	£1,281,312,342
Cash and Other Investments	£0	£0
Reserve Required Amount	£5,209,575	£5,250,000
Reserve Fund	£5,209,575	£5,250,000
Funding Notes	£394,443,575	£395,814,000
Adjusted Funding Note Percentage	31.02%	30.48%
YBS Note	£865,613,446	£890,639,198
YBS Note Percentage	68.98%	69.52%
Minimum YBS Note Amount	£62,750,768	£64,065,617
Minimum YBS Note Amount Percentage	5.00%	5.00%
Required Retention Amount	£62,750,768	£64,065,617
Deposit Set-Off Protection Excess Amount (31/12/24)	£24,000	£0

Mortgage Collections

	Current Period	Prior Period
Scheduled Principal	£2,872,802	£5,752,238
Unscheduled Principal	£23,596,639	£23,226,152
Revenue	£4,425,974	£10,030,678
Total	£30,895,414	£39,009,068

Repurchases & Substitutions

	Balance (£)
Repurchases (Current Period)	332,655
Repurchases (To Date)	579,782
Substitutions (Current Period)	-
Substitutions (To Date)	-

Properties in Possession

	No. Accounts	Aggregate Balance
Possessed (Current Period)	-	-
Possessed (To Date)	-	-
Sold (Current Period)	-	-
Sold (To Date)	-	-
Relinquished to Borrower (Current Period)	-	-
Relinquished to Borrower (To Date)	-	-
Net Losses (Current Period)	-	-
Net Losses (To Date)	-	-

*Average days from possession to sale:

N/A

Arrears Analysis (exc. Possessions)

Months in Arrears	Current Balance (£)	% of Total	No. Accounts	% of Total	Arrears Balance (£)
No Arrears	1,250,642,090	99.7%	6,169	99.7%	-
>0 and <1	2,598,423	0.2%	10	0.2%	5,599
>=1 and <2	1,481,236	0.1%	6	0.1%	8,376
>=2 and <3	74,239	0.0%	1	0.0%	814
>=3 and <6	219,378	0.0%	1	0.0%	3,214
>=6 and <12	=	0.0%	-	0.0%	-
>=12	-	0.0%	-	0.0%	-
Total	1,255,015,366	100.0%	6,187	100.0%	18,002

Reconcilliation of Pool Movements

	Balance (£)
Opening Balance	1,281,312,342
Substitute Loans	-
Further Advances	446,344
Principal Receipts (inc Repurchases) of which:	
Allocated to Funding Note	(8,246,429)
Allocated to YBS Note	(18,555,667)
Loan Losses	-1
Other Movements	58,776
Closing Balance	1,255,015,366

Asset Summary

Asset Statistics

	Weighted Average	Min	Max
Seasoning (Months, by Value)	36.4	13.5	131.9
Remaining Term (Months, by Value)	302.8	7.3	468.4
Loan Size (£)	343,545	30,000	1,850,995
Original LTV (by Value)	73.9%	4.1%	90.0%
Indexed LTV (by Value)	64.1%	0.0%	88.4%
Arrears*	1,202	0	3,214

^{*}Weighted average excludes accounts not in arrears

Perfomance Ratios

	Monthly	Monthly (Annualised)	Latest 3m Average
Constant Prepayment Rate (Current Period)	1.80%	19.80%	1.60%
Constant Prepayment Rate (Prior Period)	0.90%	10.60%	0.70%
Principal Payment Rate (Current Period)	2.00%	21.90%	1.90%
Principal Payment Rate (Prior Period)	1.10%	13.00%	0.90%
Constant Default Rate (Current Period)	0.00%	0.00%	0.00%
Constant Default Rate (Prior Period)	0.00%	0.00%	0.00%

Portfolio Yield

	Current Period	Prior Period
Pre-Swap Yield	4.07%	4.15%
Post-Swap Yield	4.54%	4.38%
Excess Spread Current Month (annualised)	2.13%	8.12%
Excess Spread Rolling Quarter (annualised)	N/A	N/A

Credit Enhancement Summary

Class	GDP Equivalent (at swap rate, where applicable)	% of Total	Required Note Subordination	Current Note Subordination	Reserve Fund Balance as % of Notes	Current Subordination plus Reserve Fund Balance	Principal Deficiency Ledgers
2024-1 A1	345,975,000	27.46%	11.00%	11.00%	1.51%	12.51%	0
Z (S) VFN	43,259,000	3.43%	N/A	N/A	N/A	N/A	0
Z (R) VFN	5,209,575	0.41%	N/A	N/A	N/A	N/A	N/A
YBS Note	865,613,446	68.70%	N/A	N/A	N/A	N/A	0

Standard Variable Rates

	YBS / Accord SVR	With Effect From
Standard Mortgage Rate, Current	7.74%	Dec-24
Standard Mortgage Rate, Historic	7.99%	Aug-24

Issuance Details

Notes in Issue	YBS Note	Class Z(S)	Class Z(R)	2024-1 A1
Issue Date	30-Oct-24	30-Oct-24	30-Oct-24	30-Oct-24
Original rating (Fitch / Moody's)	NR / NR	NR / NR	NR / NR	AAA / Aaa
Current rating (Fitch / Moody's)	NR / NR	NR / NR	NR / NR	AAA / Aaa
Currency	GBP	GBP	GBP	GBP
Issue size	916,443,656	43,259,000	5,250,000	350,000,000
Relevant Swap Rate	N/A	N/A	N/A	N/A
Opening Period Balance	890,639,198	43,259,000	5,250,000	347,305,000
Closing Period Balance	865,613,446	43,259,000	5,209,575	345,975,000
Opening Pool Factor	1.00000	1.00000	1.00000	0.99230
Closing Pool Factor	1.00000	1.00000	0.99230	0.98850
Step-Up Date	N/A	N/A	N/A	16-Apr-30
Legal Final Maturity	16-Apr-00	16-Apr-00	16-Apr-00	17-Apr-73
ISIN (Reg S)	N/A	N/A	N/A	XS2922764787
ISIN (114A)	N/A	N/A	N/A	N/A
Stock Exchange Listing	N/A	N/A	N/A	London

Interest Payments

mitorest i dyments				
Interest Payment Frequency	Monthly	Monthly	Monthly	Monthly
Accrual Start Date	16-Dec-24	16-Dec-24	16-Dec-24	16-Dec-24
Accrual End Date	16-Jan-25	16-Jan-25	16-Jan-25	16-Jan-25
Reference Rate	WA Yield	SONIA	SONIA	SONIA
Relevant Margin	-0.20%	0.00%	0.00%	0.52%
Current Period Coupon	3.86710%	4.70877%	4.70877%	5.22877%
Day Count Convention	Actual / 365	Actual / 365	Actual / 365	Actual / 365
Current Period Coupon Amount	2,921,079	172,759	20,966	1,540,162
Current Interest Shortfall	0	0	0	0
Cumulative Interest Shortfall	0	0	0	0

Principal Payments

Bond Structure	Pass-Through	Pass-Through	Pass-Through	Controlled Amortisation
Scheduled Principal Payment	N/A	N/A	N/A	1,330,000
Current Period Principal Paid	25,472,096	0	40,425	1,330,000
Scheduled Principal Shortfall	N/A	N/A	N/A	0
Next Principal Payment Date	17-Feb-25	17-Feb-25	17-Feb-25	17-Feb-25
Next Principal Payment Amount due	N/A	N/A	N/A	1,330,000

Cash Accumulation

ouon Accumulation	-
Opening Balance	0.00
Amounts Accumulated in Period	0.00
Payments of Notes	0.00
Closing Balance	0.00
Target Balance	0.00

Swaps

Swaps

Class	Currency	Notional	Receive Reference Rate	Receive Rate / Margin	Amount Received	Pay Reference Rate	Pay Rate / Margin	Amount Paid	Net Receive / (Pay)
2024-1 Interest Rate (Asset) Swap	GBP	374,281,928	SONIA	1.00000%	1,812,163	WA Fixed	4.09716%	1,302,419	509,745

Collateral

Counterparty	Role	Counterparty Rating (Fitch / Moody's)	Required Rating (Fitch / Moody's)	Breached (Y / N)	Breach Remedy	Collateral Posting (£)	Valuation
Yorkshire Building Society	Interest Rate Swap Provider	A- / A2	A- / A3	N	N/A	-	N/A

Revenue Priority of Payments

Calculation Period	01-Dec-24 to 31-Dec-24	Interest Payment Date	16-Jan-25
Available Revenue Receipts			£
a) Revenue Receipts			4,425,974
b) Interest payable to the Issuer on the			227,543
 c) Interest payable to the Issuer from d) Withdrawn from the Reserve Fund 		ents	-
e) Any Principal Receipts applied to r		hortfall	
f) Any amounts of a revenue nature r		Tortali	
of any redress payments in respe			-
g) On each Note Payment Date in re-		otes that are not Monthly Notes,	
any amounts standing to the credi			-
h) Proceeds of any further drawdown			
	t entries on any Principal Deficiency		
i) Any amounts in the Reserve Fund		ired Amount	40,425
j) Any receipt not falling to be treated	as an Available Principal Receipt		4 000 040
Total Available Revenue Receipts			4,693,942
Due Enfancement Devenue Dale	site of Doumento		
Pre-Enforcement Revenue Prio			£
 Fees due to Note Trustee and Sec Fees due to 	unty Hustee		_
	xchange and Transfer Agent, VFN r	registrar	3,800
b) Servicer and/or Back-up Servi		ogiotidi	0,000
	gent, Account Bank or Custodian		96,063
3. Third party creditors			13,380
4. Issuer Profit Amount			400
Remaining Revenue Receipts			4,580,299
YBS Note Revenue Portion			2,985,519
Less: Amount transferred to Funding			-
Less: Transferred to Funding Note R	evenue Portion for Arrears Manager	nent Revenue Shortfall	
Adj. YBS Note Revenue Portion			2,985,519
Funding Note Revenue Portion	Into Davison Davidson		2,104,524
Plus: Amount transferred from YBS N			-
Plus: Transferred from YBS Note Re		ent Revenue Snortfall	2,104,524
Adj. Funding Note Revenue Portio	II .		2,104,524
YBS Note Revenue Portion			£
1. Interest on YBS Note	Deire sin al Deficient on Oak Ladana		2,921,079
2. Eliminate any debits on YBS Note	Principal Deficiency Sub-Ledger		- 04 440
3. Deferred Consideration to Sellers			64,440 2,985,519
			2,905,519
			£
Funding Nata Davison Dagtion			
	un Countarnartica		- L
1. Amounts Due to Interest Rate Swa			-
Amounts Due to Interest Rate Swa In no order of priority among them:			-
Amounts Due to Interest Rate Swa In no order of priority among them. i) Amounts due to Currency Swap			-
Amounts Due to Interest Rate Swa In no order of priority among them. i) Amounts due to Currency Swa ii) Interest due on Class A notes	o Counterparties		1,540,162
Amounts Due to Interest Rate Swa In no order of priority among them: i) Amounts due to Currency Swa; ii) Interest due on Class A notes iii) Credit to Interest Provision Fur	o Counterparties	ner.	-
Amounts Due to Interest Rate Swa In no order of priority among them i) Amounts due to Currency Swar ii) Interest due on Class A notes iii) Credit to Interest Provision Fur Eliminate any debit entry on the Cl	o Counterparties nd ass A Principal Deficiency Sub-Ledg	ger	-
Amounts Due to Interest Rate Swa In no order of priority among them. i) Amounts due to Currency Swar ii) Interest due on Class A notes iii) Credit to Interest Provision Ful Eliminate any debit entry on the Cl Credit the Reserve Fund up to the	o Counterparties nd ass A Principal Deficiency Sub-Ledç Reserve Fund Required Amount		-
1. Amounts Due to Interest Rate Swa 2. In no order of priority among them: i) Amounts due to Currency Swa ii) Interest due on Class A notes iii) Credit to Interest Provision Fu 3. Eliminate any debit entry on the Cl 4. Credit the Reserve Fund up to the 5. Eliminate any debit entry on the Cl	o Counterparties nd ass A Principal Deficiency Sub-Ledg Reserve Fund Required Amount ass Z(S) VFN Principal Deficiency S	Sub-Ledger	-
1. Amounts Due to Interest Rate Swa 2. In no order of priority among them. i) Amounts due to Currency Swa; ii) Interest due on Class A notes iii) Credit to Interest Provision Fur 3. Eliminate any debit entry on the Cl 4. Credit the Reserve Fund up to the 5. Eliminate any debit entry on the Cl 6. Following the occurrence of an Ass	o Counterparties ass A Principal Deficiency Sub-Ledg Reserve Fund Required Amount ass Z(S) VFN Principal Deficiency S set Trigger Event and/or for so long	sub-Ledger as a Non-Asset Trigger Event	-
1. Amounts Due to Interest Rate Swa 2. In no order of priority among them: i) Amounts due to Currency Swa; ii) Interest due on Class A notes: iii) Credit to Interest Provision Fur 3. Eliminate any debit entry on the Cl 4. Credit the Reserve Fund up to the 5. Eliminate any debit entry on the Cl 6. Following the occurrence of an Asshas occurred and is continuing, the	o Counterparties nd ass A Principal Deficiency Sub-Ledg Reserve Fund Required Amount ass Z(S) VFN Principal Deficiency S	sub-Ledger as a Non-Asset Trigger Event	1,540,162 - - - - -
1. Amounts Due to Interest Rate Swa 2. In no order of priority among them i) Amounts due to Currency Swar ii) Interest due on Class A notes iii) Credit to Interest Provision Fur 3. Eliminate any debit entry on the Cl 4. Credit the Reserve Fund up to the 5. Eliminate any debit entry on the Cl 6. Following the occurrence of an As: has occurred and is continuing, th 7. Interest on the Class Z(R) VFN	o Counterparties ass A Principal Deficiency Sub-Ledg Reserve Fund Required Amount ass Z(S) VFN Principal Deficiency S set Trigger Event and/or for so long	sub-Ledger as a Non-Asset Trigger Event	- 1,540,162 - - - - - - - - 20,966
1. Amounts Due to Interest Rate Swa 2. In no order of priority among them i) Amounts due to Currency Swar ii) Interest due on Class A notes iii) Credit to Interest Provision Fu 3. Eliminate any debit entry on the Cl 4. Credit the Reserve Fund up to the 5. Eliminate any debit entry on the Cl 6. Following the occurrence of an Ass has occurred and is continuing, th 7. Interest on the Class Z(R) VFN 8. Interest on the Class Z(S) VFN	o Counterparties ass A Principal Deficiency Sub-Ledg Reserve Fund Required Amount ass Z(S) VFN Principal Deficiency S set Trigger Event and/or for so long	sub-Ledger as a Non-Asset Trigger Event	- 1,540,162 - - - - - - - 20,966 172,759
i) Amounts due to Currency Swaj ii) Interest due on Class A notes iii) Credit to Interest Provision Ful 3. Eliminate any debit entry on the Cl 4. Credit the Reserve Fund up to the 5. Eliminate any debit entry on the Cl 6. Following the occurrence of an Ass has occurred and is continuing, th 7. Interest on the Class Z(R) VFN 8. Interest on the Class Z(S) VFN 9. Principal on the Class Z(R) VFN	o Counterparties ass A Principal Deficiency Sub-Ledg Reserve Fund Required Amount ass Z(S) VFN Principal Deficiency S set Trigger Event and/or for so long is e remainder to be applied as Availat	sub-Ledger as a Non-Asset Trigger Event	- 1,540,162 - - - - - - - - 20,966
1. Amounts Due to Interest Rate Swa 2. In no order of priority among them i) Amounts due to Currency Swar ii) Interest due on Class A notes iii) Credit to Interest Provision Fu 3. Eliminate any debit entry on the Cl 4. Credit the Reserve Fund up to the 5. Eliminate any debit entry on the Cl 6. Following the occurrence of an Ass has occurred and is continuing, th 7. Interest on the Class Z(R) VFN 8. Interest on the Class Z(S) VFN	o Counterparties nd ass A Principal Deficiency Sub-Ledg Reserve Fund Required Amount ass Z(S) VFN Principal Deficiency S set Trigger Event and/or for so long e remainder to be applied as Availat	sub-Ledger as a Non-Asset Trigger Event	- 1,540,162 - - - - - - - 20,966 172,759

Available Revenue Receipts Split	£
Core Revenue Receipts (a, c, f)	4,425,974
Other Revenue Reciepts (b, d, e, g, h, i, j)	267,968
Remaining Revenue Receints Solit	
Remaining Revenue Receipts Split Remaining Core Revenue Reciepts	£ 4,312,331

Breakdown of Funding Note Revenue Portion Calculation			
Remaining Core Revenue Receipts less the YBS Note Revenue Portion Amount	1,326,812		
Remaining Other Revenue Receipts	267,968		
Amounts received or to be received by the Issuer under or in connection with any Swap Agreement	509,745		
Funding Note Revenue Portion	2,104,524		

8,246,429

Principal Priority of Payments

Calculation Period	01-Dec-24 to 31-Dec-24 Interest Payment Date	16-Jan-25
Available Principal Receipts		£
(a) Principal Receipts		26,802,096
(b) (i) Income from Authorised Inve	estments purchased from amounts referred to items (a) and (f)	-
(ii) Income from Authorised Inv	restments purchased from amounts referred to items (b) to (e) and (g) to (j)	-
(c) Following the occurrence of an	Asset Trigger Event and/or for so long as a Non-Asset Trigger Event	
has occurred and is continuing,	any Revenue Receipts to be applied as Available Principal Receipts	
and all amounts standing to the	e credit of the Cash Accumulation Ledger	-
(d) Amounts in respect of principal	to be received from Currency Swap Counterparties under	
the Currency Swap Agreemen	ts	-
(e) Amounts standing to the credit	of the Excess Principal Fund	-
(f) Any amounts of a principal natu	re received from the Seller in respect of any redress payments	-
	awdown under the Class Z(S) VFN To ensure the Actual Subordination	
Amount is equal to the Require	ed Subordination Amount	-
(h) The proceeds of any further dra	awdown under the Class Z(S) VFN to be applied to effect the redemption	
of any relevant Class A Notes		-
(i) The proceeds of any further dra	wdown under the YBS Note to be applied to effect the redemption	
of any relevant Class A Notes		-
(j) On each Note Payment Date in	respect of any Notes that are not Monthly Notes, any amounts standing	
to the credit of the Principal Pr		-
Total Available Principal Receip	ts	26,802,096
Pre-Enforcement Principal Pr		£
Pay Senior Fees and Expenses		-
Remaining Available Principal R	teceipts	26,802,096
YBS Note Principal Portion		18,555,667
	ing Note Principal Portion for any Funding Note Principal shortfall	-
	Principal Portion for Arrears Management Principal Shortfall	
Adj. YBS Note Principal Portion		18,555,667
Funding Note Principal Portion		8,246,429
	S Note Principal Portion for any Funding Note Principal shortfall	-
	Principal Portion for Arrears Management Principal Shortfall	
Adj. Funding Note Principal Por	tion	8,246,429
YBS Note Principal Portion		£
Repay Principal on YBS Note		18,555,667
		18,555,667
Funding Note Principal Portion		£
If there is Revenue Shortfall pay		-
In no order of priority among the		
(, (,	Accumulation Period, credit the Cash Accumulation Ledger up to an	
	sh Accumulation Requirement for Bullet Redemption Notes	-
(b) Apply amounts standing	to the credit of the relevant Cash Accumulation Ledger towards	
redeeming Bullet Reder	mption Notes	-
(c) Repay principal due on S	Soft Bullet Notes	-
(ii) Principal due on Class A No	tes which are Controlled Amorisation Notes	1,330,000
	otes which are Pass-Through Redemption Notes	-
(iv) Principal due on Currency S	Swap Counterparty on non-Sterling Class A Notes	-
(v) Credit the Principal Provisio	n Fund up to the Principal Provision Fund Required Amount	-
	od End Trigger Event has not occurred, purchase of	
additional mortgage portfolios		_
00.	notes which have not been redeeemed	_
	ss Z(S) VFN such that it is no less than the Required Subordination Amount	
	uch that it is no less than the Minimum YBS Note Amount	6,916,429
7. Crodit Excess Principal Fund	aut. that it is no look than the minimum 1 Do Hote Amount	0,310,429

Breakdown of Funding Note Principal Portion Calculation	£
Remaining Available Principal Receipts less YBS Note Principal Portion	8,246,429
Any other amounts standing to the credit of the Principal Ledger	-
Any amounts standing to the credit of the Reserve Fund (in relation to repayment of Funding Notes)	-
Funding Note Principal Portion	8,246,429

7. Credit Excess Principal Fund

Ledgers

Calculation Period	01-Dec-24 to 31-Dec-24	Interest Payment Date	16-Jan-25
Principal Ledger		£	
Opening Principal Ledger Balance		T -	1
Available Principal Receipts received		26,802,096	
Any additional receipts via adjustments	3	_	
Utilisation of Available Principal Receip	ots	(26,802,096)	
Closing Principal Ledger Balance		<u> </u>	j
Revenue Ledger		£	
Opening Revenue Ledger Balance			1
Available Revenue Receipts received		4,693,942	
Any additional receipts via adjustments	3	_	
Distribution of Available Revenue Rece		(4,693,942)	
Closing Revenue Ledger Balance	•	-	1
			_
Cash Accumulation Ledger		f	
Opening Cash Accumulation Ledger B	alance	1 -	1
Transferred to Cash Accumulation Led		_	
Transferred from Cash Accumulation L		_	
Closing Cash Accumulation Ledger		-	
			_
Profit Ledger		f	
Opening Profit Ledger Balance		400	1
Profit Amount retained by Issuer in per	iod	400	
Closing Profit Ledger Balance		800	
<u> </u>		•	•
Reserve Ledger		£	-
Opening Reserve Ledger Balance		5,250,000	
Proceeds from drawdown on Class Z (R) VFN	-	
Transfers to the Reserve Ledger		-	
Transfer from the Reserve Ledger		-	
Repayment of Class Z (R) VFN		(40,425)	
Closing Reserve Ledger Balance		5,209,575	1

Interest Provision Fund Ledger	f
Opening Interest Provision Fund Ledger Balance	-
Credit to Interest Provision Fund	_
Debit to Interest Provision Fund	_
Closing Interest Provision Fund Ledger Balance	-
<u> </u>	
Principal Provision Fund Ledger	£
Opening Principal Provision Fund Ledger Balance	-
Credit to Principal Provision Fund	-
Debit to Principal Provision Fund	-
Closing Principal Provision Fund Ledger Balance	-
Excess Principal Fund Ledger	£
Opening Excess Principal Fund Ledger Balance	-
Credit to Excess Principal Fund	-
Debit to Excess Principal Fund	-
Closing Excess Principal Fund Ledger Balance	-
Principal Deficiency Ledger	£
Opening Principal Deficiency Ledger Balance	-
Losses on the Portfolio	-
Use of Principal Receipts to pay Remaining Revenue Shortfall	-
Application of Revenue Receipts to reduce / eliminate debit entries	-
Closing Principal Deficiency Ledger Balance	-
	_
Swap Collateral Ledger	£
Opening Swap Collateral Ledger Balance	-
Swap Collateral provided by an Interest Rate Swap Provider	-
Swap Collateral returned to Interest Rate Swap Counterparty	-
Closing Swap Collateral Ledger Balance	-

Key Parties and Triggers

Key Parties	Current Long Term Rating (Fitch / Moody's / S&P)	Current Short Term Rating (Fitch / Moody's / S&P)	Role(s)
Yorkshire Building Society	A- / A2 / NR	F1 / P-1 / NR	Seller, Servicer, Cash Manager, First Account Bank, Interest Rate Swap Counterparty, VFN Registrar
White Rose Master Issuer plc	NR	NR	Issuer
White Rose Master Holdings plc	NR	NR	Holdings
Citicorp Trustee Company Ltd	NR	NR	Security Trustee, Note Trustee
Citibank, N.A., London Branch	A+ / Aa3 / AA-	F1 / P-1 / A-1	Second Account Bank, Custodian, Swap Collateral Account Bank, Principal Paying Agent, Agent Bank, Registrar, Exchange and Transfer Agent, US Paying Agent
Wilmington Trust SP Services (London) Limited	NR	NR	Corporate Services Provider, Back Up Service Facilitator, Share Trustee

Ratings Triggers

Event	Trigger	Minimum Rating Required	Consequence If Breached	Breached (Y / N)	Prospectus Ref.
Swap Counterparty Trigger (a)	Swap Counterparty's ratings fall below minimum requirements	Fitch DCR or Long-Term IDR: A, or Fitch Short-Term IDR: F1 Moody's Senior Unsecured Debt Rating: A3	Post collateral within 14 calendar days	N	Pg. 112
Swap Counterparty Trigger (b)	Swap Counterparty's ratings fall below minimum requirements	Fitch DCR or Long-Term IDR: BBB- , or Fitch Short-Term IDR: F3 Moody's Senior Unsecured Debt Rating: Baa1	Continue to post collateral or take one of the following actions within 30 calendar days: (i) procure a transfer to an eligible replacement (ii) procure a guarantee from an eligible guarantor (iii) take such other action as required to maintain or restore the rating of the Class A Notes	N	Pg. 113
Account Bank	Account Bank's ratings fall below minimum requirements	Fitch Long-Term IDR: A , or Fitch Short Term IDR: F1 Moody's Long-Term Bank Deposit: A3 , or Moody's Short-Term IDR: P-1	Within 60 days: (i) Replace Account Banks or, (ii) Obtain guarantee of such Account Bank obligations or, (iii) A Ratings Confirmation will be obtained or, (iv) The relevant Account Bank will take such other actions as may be reasonably requested to ensure that the rating of the Class A Notes immediately prior to the breach is not adversely affected by the breach	N	Pg. 121
Swap Collateral Account Bank	Swap Collateral Account Bank's ratings fall below minimum requirements	Fitch Long-Term IDR: A , or Fitch Short Term IDR: F1 Moody's Long-Term Bank Deposit: A3 , or Moody's Short-Term IDR: P-1	Within 60 days: (i) Replace Swap Collateral Account Banks or, (ii) Obtain guarantee of such Swap Collateral Account Bank obligations or, (iii) A Ratings Confirmation will be obtained or, (iv) The relevant Swap Collateral Account Bank will take such other actions as may be reasonably requested to ensure that the rating of the Class A Notes immediately prior to the breach is not adversely affected by the breach	N	Pg. 122
Custodian	Custodian's ratings fall below minimum requirements	Fitch Long-Term IDR: A , or Fitch Short Term IDR: F1 Moody's Long-Term Bank Deposit: A3	Within 60 days: (i) Replace Custodian or, (ii) Obtain guarantee of such Custodians obligations or, (iii) A Ratings Confirmation will be obtained or, (iv) The Custodian will take such other actions as may be reasonably requested to ensure that the rating of the Class A Notes immediately prior to the breach is not adversely affected by the breach	N	Pg. 113

Non-Ratings Triggers Event	Trigger	Minimum Rating Required	Consequence If Breached	Breached (Y / N)	Prospectus Ref.
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	N/A	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;	N	Pg. 125
Non-Asset Trigger Event (a)	An Insolvency Event in relation to a Seller or the Servicer	N/A	— (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:	N	Pg. 125
Non-Asset Trigger Event (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	N/A	(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 five years from the date on which the respective Non-Asset Trigger Event has	N	Pg. 125
Non-Asset Trigger Event (c)	The Actual Subordination Amount continues to be less than the Required Subordination Amount for a period of two months	N/A	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 five 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	N	Pg. 126
Non-Asset Trigger Event (d)	The Principal Amount Outstanding of the YBS Note continues to be less than the Minimum YBS Note Amount for a period of two months	N/A	Receipts in accordance with the Priority of Payment set out under in the section entitled "Credit Structure and Cashflows - 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 relevant Seller (or, as applicable, one of its Affiliates) 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	N	Pg. 126
Non-Asset Trigger Event (e)	Excess Principal Fund Threshold Event	N/A	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 or any Further Advances can be funded solely by drawings under the YBS Note.	N	Pg. 127
Revolving Period End Trigger	(a) Insolvency Event in relation to a Seller or the Servicer (b) Excess Principal Fund Threshold Event	N/A	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 YBS Note towards the purchase of any Additional Mortgage Portfolio or any Further Advances. 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 YBS Note towards the purchase of any Additional Mortgage Portfolio or any Further Advances. 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.	N	Pg. 127

Perfection Event Trigger	(a) Delivery of Enforcement Notice (b) Insolvency Event in relation to a Seller (c) Breach of obligations by a Seller (or the Servicer on behalf of that Seller) (d) Termination of the Seller's role as Servicer (e) The relevant Seller and/or the Issuer being required to perfect legal title to the Mortgage Loans by an order of a court, a change in law, or by a regulatory authority of which the relevant Seller is a member (f) The Security created under or pursuant to the Deed of Charge, in the opinion of the Security Trustee, in jeopardy (g) YBS determines, as at any date, that its CET1 Ratio has fallen below 7%	N / A	The Issuer (with the consent of the Note Trustee) or, following the service of an Enforcement Notice, the Note Trustee may decide that the Borrowers will be notified of the sale of the Mortgage Loans to the Issuer and legal title to the Mortgage Portfolio will be transferred to the Issuer. Following the occurrence of an Insolvency Event in relation to the Seller, the Servicer will not set the Issuer Standard Variable Rate below SONIA plus 2% per annum.	N	Pg. 128
Servicer Termination Event	(a) The Servicer defaults on any payment due and payable by it under the Servicing Agreement and such default continues unremedied for a period of 30 Business Days after the Servicer becoming aware of such default (b) The Servicer defaults in the performance of its obligations under the Servicing Agreement, which is materially prejudicial to the interests of Noteholders, and is not remedied 30 Business Days after the Servicer becoming aware of such default (c) A third party becomes obliged to undertake the servicing of the Mortgage Loans pursuant to any back-up servicing agreement (d) Insolvency Event in relation to Servicer	N/A	The Issuer (with the consent of the Note Trustee) or, following the service of an Enforcement Notice, the Note Trustee may decide that the Borrowers will be notified of the sale of the Mortgage Loans to the Issuer and legal title to the Mortgage Portfolio will be transferred to the Issuer. Following the occurrence of an Insolvency Event in relation to the Seller, the Servicer will not set the Issuer Standard Variable Rate below SONIA plus 2% per annum.	N	Pg. 131
Cash Manager Termination Event	(a) Failure to pay which continues unremedied for a period of 5 Business Days (b) An unremedied breach of obligation which is material to the Class A Noteholders which continues unremedied for a period of 30 Business Days (c) An Insolvency Event in relation to the Cash Manager		Successor cash manager to be appointed in accordance with the terms of the Cash Management Agreement.	N	Pg. 133

Asset Conditions

Portfolio Conditions Last Sale D	ate: 30/10/2024	Pass / Fail
(a) The aggregate Current Balance of Mortgage Loans which are greater than three months in arrears is less than or equal to 5% of the Current Balance of the Mortgage Portfolio;	0.00%	Pass
(b) No Asset Trigger Event has occurred;		Pass
(c) No Event of Default has occurred which is continuing;		Pass
(d) Where the sale would include any Mortgage Loan which is a New Mortgage Product, the Issuer has received a Ratings Confirmation in respect of the inclusion of such		
New Mortgage Product and any modifications to the Eligibility Criteria, the Portfolio Criteria or the Mortgage Loan Warranties		Pass
(e) The weighted average Original LTV Ratio of the Mortgage Portfolio immediately following the sale will not exceed the weighted average Original LTV Ratio of the Mortgage		
Portfolio measured as at the most recent Closing Date in respect of the Class A Notes by more than 5%;		Pass
(f) The weighted average Current LTV Ratio of the Mortgage Portfolio immediately following the sale will be less than or equal to 80%;	65.83%	Pass
(g) The aggregate outstanding principal balance of all Mortgage Loans to a single Borrower does not exceed 2% of the Current Balance of the Mortgage Portfolio	0.00%	Pass
(h) The aggregate of the Current Balances of each New Build Mortgage Loan in the Mortgage Portfolio immediately following the sale will be less than or equal to 15% of the Current Balance		
of the Mortgage Portfolio measured as at the most recent Closing Date in respect of the Class A Notes;	12.44%	Pass
(i) the aggregate of the Current Balance of each Interest Only Mortgage Loan in the Mortgage Portfolio immediately following the sale will be less than or equal to 10% of the Current Balance		Pass
of the Mortgage Portfolio measured as at the most recent Issuance Date in respect of the Class A Notes;	7.84%	Pass
(j) the aggregate of the Current Balance of each Mortgage Loan with an Original LTV Ratio greater than 85% in the Mortgage Portfolio immediately following the sale will be less than o		
equal to 37.5% of the Current Balance of the Mortgage Portfolio measured as at the most recent Issuance Date in respect of the Class A Notes	26.67%	Pass

0.00%

(k) the total amount of arrears in respect of all the Mortgage Loans in the Mortgage Portfolio does not exceed 5% of the aggregate of the Current Balance of each Mortgage Loan.

Loan Pool Stratification Tables

Current Balances (£)	Aggregate Current Balance (£)	% of Total	Number of Accounts	% of Total
< 100,000	104,824,134	8.4%	1,499	24.2%
>= 100,000 and < 200,000	340,279,023	27.1%	2,345	37.9%
>= 200,000 and < 300,000	280,835,224	22.4%	1,153	18.6%
>= 300,000 and < 400,000	228,970,082	18.2%	662	10.7%
>= 400,000 and < 500,000	127,285,817	10.1%	286	4.6%
>= 500,000 and < 600,000	59,982,285	4.8%	110	1.8%
>= 600,000 and < 700,000	30,166,631	2.4%	47	0.8%
>= 700,000 and < 800,000	19,162,004	1.5%	26	0.4%
>= 800,000 and < 900,000	14,367,525	1.1%	17	0.3%
>= 900,000 and < 1,00,000	10,519,373	0.8%	11	0.2%
>= 1,000,000	38,623,268	3.1%	31	0.5%
Total	1,255,015,366	100.0%	6,187	100.0%
<u> </u>	Maximum:	1,636,521	Average:	202,847

 Maximum:
 1,636,521
 Average:

 Minimum:
 (1,973)

Origination LTV (%)	Aggregate Current Balance (£)	% of Total	Number of Accounts	% of Total
< 45	86,578,383	6.9%	664	10.7%
>= 45 and < 55	71,528,787	5.7%	364	5.9%
>= 55 and < 65	107,652,736	8.6%	513	8.3%
>= 65 and < 75	189,916,514	15.1%	898	14.5%
>= 75 and < 85	464,582,342	37.0%	2,121	14.5% 34.3%
>= 85 and < 95	334,756,604	26.7%	1,627	26.3%
>= 95	=	0.0%	-	0.0%
Total	1,255,015,366	100.0%	6,187	100.0%

 Maximum:
 90.0% Weighted Average:
 73.9%

 Minimum:
 4.1%

Indexed LTV (%)	Aggregate Current Balance (£)	% of Total	Number of Accounts	% of Total
< 45	202,643,846	16.1%	1,651	26.7%
>= 45 and < 55	155,886,349	12.4%	839	13.6%
>= 55 and < 65	191,998,958	15.3%	857	13.9%
>= 65 and < 75	258,027,325	20.6%	1,074	17.4%
>= 75 and < 85	397,669,896	31.7%	1,610	26.0%
>= 85 and < 95	48,788,992	3.9%	156	2.5%
>= 95	-	0.0%	-	0.0%
Total	1,255,015,366	100.0%	6,187	100.0%

 Maximum:
 88.4% Weighted Average:
 64.1%

 Minimum:
 0.0%

Unindexed LTV (%)	Aggregate Current Balance (£)	% of Total	Number of Accounts	% of Total
< 45	131,954,090	10.5%	1,100	17.8%
>= 45 and < 55	118,378,678	9.4%	647	10.5%
>= 55 and < 65	188,730,828	15.0%	927	15.0%
>= 65 and < 75	287,323,016	22.9%	1,240	
>= 75 and < 85	476,623,806	38.0%	2,012	
>= 85 and < 95	52,004,948	4.1%	261	4.2%
>= 95	-	0.0%	-	0.0%
Total	1,255,015,366	100.0%	6,187	100.0%
· · · · · · · · · · · · · · · · · · ·	Maximum:	89.2%	Weighted Average:	67.6%

0.0% Minimum:

Seasoning (Months)	Aggregate Current Balance (£)	% of Total	Number of Accounts	% of Total
< 12	-	0.0%	-	0.0%
>= 12 and < 24	604,998,133	48.2%	2,713	43.9%
>= 24 and < 36	338,745,116	27.0%	1,413	22.8%
>= 36 and < 48	75,728,841	6.0%	431	7.0%
>= 48 and < 60	235,543,276	18.8%	1,630	26.3%
>= 60	-	0.0%	-	0.0%
Total	1,255,015,366	100.0%	6,187	100.0%
	Maximum:	131.9	Weighted Average:	36.4

131.9 Weighted Average:

13.5

Minimum:

Remaining Term (Years)	Aggregate Current Balance (£)	% of Total	Number of Accounts	% of Total
< 5	5,372,661	0.4%	84	1.4%
>= 5 and < 10	33,652,427	2.7%	354	5.7%
>= 10 and < 15	98,943,389	7.9%	715	11.6%
>= 15 and < 20	187,020,229	14.9%	1,049	17.0%
>= 20 and < 25	260,517,619	20.8%	1,225	19.8%
>= 25	669,509,042	53.3%	2,760	44.6%
Total	1,255,015,366	100.0%	6,187	100.0%
	Maximum:	39.0	Weighted Average:	25.2

Maximum:

Minimum: 0.6

Interest Rate Split (%)	Aggregate Current Balance (£)	% of Total	Number of Accounts	% of Total
0 and < 1	-	0.0%	-	0.0%
>= 1 and < 2	150,015,952	12.0%	813	13.1%
>= 2 and < 3	220,282,385	17.6%	988	16.0%
>= 3 and < 4	78,662,781	6.3%	377	6.1%
>= 4 and < 5	429,579,619	34.2%	1,935	31.3%
>= 5 and < 6	301,962,930	24.1%	1,616	26.1%
>= 6 and < 7	64,120,677	5.1%	366	5.9%
>= 7 and < 8	10,373,315	0.8%	91	1.5%
>= 8	17,707	0.0%	1	0.0%
Total	1,255,015,366	100.0%	6,187	100.0%
	Maximum:	8.74%	Weighted Average:	4.13%
	Minimum:	1.06%		

Product Type	Aggregate Current Balance (£)	% of Total	Number of Accounts	% of Total
Fixed	1,231,895,055	98.2%	6,036	97.6%
SVR	22,845,099	1.8%	149	2.4%
Bank Rate Tracker	275,212	0.0%	2	0.0%
Total	1,255,015,366	100.0%	6,187	100.0%

Fixed Rate Reversion Date	Aggregate Current Balance (£)	% of Total	Number of Accounts	% of Total
2024	3,797,996	0.3%	26	0.4%
2025	362,019,624	29.4%	1,755	29.1%
2026	191,627,636	15.6%	1,033	17.1%
2027	355,434,258	28.9%	1,576	26.1%
2028	265,750,494	21.6%	1,358	22.5%
2029	43,639,636	3.5%	236	3.9%
2030+	9,625,412	0.8%	52	0.9%
Total	1,231,895,055	100.0%	6,036	100.0%

Geographical Distribution	Aggregate Current Balance (£)	% of Total	Number of Accounts	% of Total
East Anglia	46,382,316	3.7%	247	4.0%
East Midlands	82,937,959	6.6%	427	6.9%
North East	49,982,803	4.0%	380	6.1%
North West	124,525,885	9.9%	747	12.1%
Northern Ireland	-	0.0%	-	0.0%
Scotland	129,612,419	10.3%	903	14.6%
Greater London	215,205,582	17.1%	562	9.1%
South East	274,170,918	21.8%	958	15.5%
South West	85,122,526	6.8%	411	6.6%
Wales	45,897,933	3.7%	316	5.1%
West Midlands	103,709,159	8.3%	588	9.5%
Yorkshire and Humberside	97,467,867	7.8%	648	10.5%
Total	1,255,015,366	100.0%	6,187	100.0%

Loan Purpose	Aggregate Current Balance (£)	% of Total	Number of Accounts	% of Total
Mortgage	808,273,442	64.4%	3,737	60.4%
Remortgage	446,741,924	35.6%	2,450	39.6%
Total	1,255,015,366	100.0%	6,187	100.0%

Repayment Type	1	Aggregate Current Balance (£)	% of Total	Number of Accounts	% of Total
	Repayment	1,144,734,452	91.2%	5,840	94.4%
	Interest Only	109,768,114	8.7%	344	5.6%
	Offset	512,801	0.0%	3	0.0%
	Other	-	0.0%	1	0.0%
Total		1,255,015,366	100.0%	6,187	100.0%

Property Type	Aggregate Current Balance (£)	% of Total	Number of Accounts	% of Total
Detached	483,903,911	38.6%	1,819	29.4%
Semi-detached	378,258,100	30.1%	2,039	33.0%
Terraced House	266,316,233	21.2%	1,591	25.7%
Flat / Maisonette	126,537,122	10.1%	738	11.9%
Other	-	0.0%	-	0.0%
Total	1,255,015,366	100.0%	6,187	100.0%

Current EPC	Aggregate Current Balance (£)	% of Total	Number of Accounts	% of Total
A	5,745,160	0.5%	19	0.3%
В	178,478,565	14.2%	748	12.1%
C	238,576,706	19.0%	1,170	18.9%
D	350,955,755	28.0%	1,662	26.9%
E	122,928,431	9.8%	521	8.4%
F	20,914,274	1.7%	101	1.6%
G	6,538,229	0.5%	30	0.5%
No EPC	330,878,246	26.4%	1,936	31.3%
Total	1,255,015,366	100.0%	6,187	100.0%

Potential EPC	Aggregate Current Balance (£)	% of Total	Number of Accounts	% of Total
A	138,457,448	11.0%	591	9.6%
В	471,487,123	37.6%	2,351	38.0%
C	291,925,243	23.3%	1,215	19.6%
D	20,315,028	1.6%	85	1.4%
E	1,658,447	0.1%	8	0.1%
F	293,831	0.0%	1	0.0%
G	-	0.0%	-	0.0%
No EPC	330,878,246	26.4%	1,936	31.3%
Total	1,255,015,366	100.0%	6,187	100.0%

Glossary

Glossary

Additional Mortgage Loans Mortgage Loans assigned by a Seller to the Issuer after the Programme Date pursuant to the relevant Mortgage Sale Agreement Arrears Balance Arrears includes any fees and insurance premiums that are past due and interest on arrears. Capitalised arrears are excluded from the Arrears Balance. UK Government Securities. Sterling demand or time deposits, certificates of deposit and short-term debt obligations (including commercial paper), provided that in each case such investments are scheduled to mature on or Authorised Investments before the next Note Payment Date subject to various ratings criteria as detailed on page 376 of the Base Prospectus. The Class Z variable funding notes to be issued by the Issuer to the Class Z VFN Holder on the First Issuance Date comprising the Class Z(R) VFN and the Class Z(S) VFN. Class Z Variable Funding Notes (VFNs) The annualised rate of default of loans in the mortgage pool shown as a percentage of the opening pool balance for the period. A loan has defaulted if the property that is securing the loan has been repossessed by the Constant Default Rates (CDR) Seller Constant Prepayment Rates (CPR) The annualised prepayment rate of loans in the mortgage pool. Coupon Reference Rate (YBS Note) The lower of (i) Yield of Mortgage Loans comprising the Mortgage Portfolio and (ii) Compounded Daily SONIA, minus 0.20% Excess Principal Ledger The amount reserved from time to time in the Transaction Accounts and credited to the Excess Principal Ledger in accordance with the Cash Management Agreement. Excess Spread All revenue receipts lower in priority to the most junior PDL divided by the opening balance of the Class A notes before the distributions made on the latest Interest Payment Date, reported as an annualised percentage. Funding Notes Collectively, the Class A Notes, the Class Z(S) VFN and the Class Z(R) VFN. The ratio that the aggregate of the Sterling Equivalent Principal Amount Outstanding of the Funding Notes bears to the aggregate of the Sterling Equivalent Principal Amount Outstanding of all the Notes then outstanding Funding Note Percentage under the Programme, expressed as a percentage. The Indexed Valuation is calculated by indexing the last Property Valuation between the last Valuation Date and the end of the Reporting Period. If the last Property Valuation was recorded before 30th June 2016, an average of the Halifax House Price Index and the Nationwide House Price Index is used for indexation between he last Valuation Date and 30th June 2016, and the Office for National Statistics index is used for further indexation Indexed Valuation between 1st July 2016 and the end of the Reporting Period. If the last Property Valuation was recorded on or after 30th June 2016, the Office for National Statistics index is used for indexation between the last Valuation Date and the end of the reporting period. That portion of the Additional Mortgage Portfolio Purchase Price paid by the Issuer to the Seller(s) on an Assignment Date other than the First Issuance Date in consideration for the assignment by the Seller(s) to the Issuer o nitial Additional Mortgage Portfolio Purchase Price Additional Mortgage Loans on such Assignment Date, in each case in accordance with the provisions of the relevant Mortgage Sale Agreement(s). Interest Commencement Date In respect of any Series and Class of Notes, the Issuance Date of such Notes or such other date as may be specified as such for such Notes in the applicable Final Terms. Interest Provision Fund The amount reserved from time to time in the Transaction Accounts and credited to the Interest Provision Ledger in accordance with the Cash Management Agreement. 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, together with any credit support Interest Rate Swap Agreements annexes or other credit support documents entered into at any time between the Issuer and the applicable Interest Rate Swap Counterparty and/or any credit support provider, and each an "Interest Rate Swap Agreement". The amount from time to time which is equal to the greatest of (i) the Required Retention Amount, (ii) the Minimum YBS Note Liquidity Amount and (iii) the Deposit Set-Off Protection Excess Amount (as at the most recent Minimum YBS Note Amount date on which such amount was determined) Monthly Payment In respect of a Mortgage Loan, the amount which the applicable Mortgage Conditions require a Borrower to pay on a Monthly Payment Date in respect of such Mortgage Loan. Any English Mortgage Loan or Scottish Mortgage Loan originated by a Seller or, subject to the terms of the relevant Mortgage Sale Agreement, Affiliates of that Seller and sold to the Issuer by that Seller in accordance with Mortgage Loan the relevant Mortgage Sale Agreement (and which has not been repurchased by that Seller). The potential EPC is defined as the potential EPC rating that can be obtained as a result of carrying out the recommended measures to improve the energy performance of the dwelling as outlined in the EPC certificate for the Potential EPC rating property The ledger established on the Programme Date and sub-divided into three Principal Deficiency Sub-Ledgers, in order to record Losses, the application of Enhanced Available Principal Receipts to pay any Remaining Principal Deficiency Ledger Revenue Shortfall and the application of amounts in the Reserve Fund as Available Principal Receipts in accordance with the applicable Priority of Payments. The annualised payment rate of loans in the mortgage pool. Principal Payment Rate (PPR) The aggregate of: (a) any payment in respect of principal received in respect of any Mortgage Loan, whether as all or part of a Monthly Payment, on redemption (including partial redemption), on enforcement or on the Principal Receipts disposal of that Mortgage Loan or otherwise (including payments pursuant to any Insurance Policy); and (b) any Principal Redress Amounts. The amount to be paid by a Seller to the Issuer in respect of a Redress following: (a) the voluntary election by that Seller to make such payment; and/or (b) the notification by the FCA or other relevant competent regulatory Redress Payment authority requiring that Seller to make, or procure to be made, such payment (and for the avoidance of doubt shall not include the consideration paid by the relevant Seller for any repurchase of any Mortgage Loan by that Seller for any repurchase of any Mortgage Loan by that Seller). The reserve fund that the Issuer has established in the Transaction Accounts which will be credited with amounts advanced under the Class Z(R) VFN and, where available, Enhanced Available Revenue Receipts up to an Reserve Fund amount equal to the Reserve Fund Required Amount The aggregate of: (a) any payment received from time to time in respect of any Mortgage Loan which is not a Principal Receipt (but excluding any Early Repayment Charges with respect to any Mortgage Loan in the Mortgage Portfolio and whether as all or part of a Monthly Payment by a Borrower on the relevant Mortgage Loan, on redemption (in whole or in part), on enforcement or on disposal of such Mortgage Loan or otherwise (including Revenue Receipts pursuant to any Insurance Policy)); and (b) any Revenue Redress Amounts. Step-Up Date In respect of any Series and Class of Notes, the Payment Date specified as such for such Notes in the applicable Final Terms. For any Series and Class of Controlled Amortisation Notes, the amount (if any) for each Note Payment Date specified as such in the applicable Final Terms, or, if no such amount is specified, the total initial Principal Amount Γarget Balance Outstanding of the relevant Controlled Amortisation Notes as at their Issuance Date, multiplied by the percentage of the aggregate Principal Amount Outstanding specified for each Note Payment Date in the applicable Final

A situation where a Borrower makes a monthly payment on its Mortgage Loan which is less than the required monthly payment for that month.

Note then outstanding under the Programme, expressed as a percentage.

A variable funding note to be issued by the Issuer on the First Issuance Date to the holder of the YBS Note pursuant to the applicable Final Terms.

The ratio that the Sterling Equivalent Principal Amount Outstanding on the YBS Note bears to the aggregate of the Sterling Equivalent Principal Amount Outstanding of the Class A Notes, the Class Z(S) VFN and the YBS

Public

Underpayment

YBS Note Percentage

YBS Note