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| Issue Date | 21 February 2017 |
| Issuer | Towd Point Mortgage Funding 2017 - Auburn 11 PLC |
| Stock Exchange Listing | Irish Stock Exchange |
| Reporting Date (Collateral) | 31 May 2017 |
| Collection Period | 1 May 2017 - 31 May 2017 |
| Most Recent Note Interest Accrual Start Date | 22/05/2017 |
| Most Recent Note Interest Accrual End Date | 21/08/2017 |
| Number of Days in the Interest Period | 91 |
| Most Recent Interest Payment Date | 22 May 2017 |
| Next Note Interest Accrual Start Date | 22 May 2017 |
| Next Note Interest Accrual End Date | 21 August 2017 |
| Next Number of Days in the Interest Period | 91 |
| Next Interest Payment Date | 21 August 2017 |
| Next Record Date | 06 August 2017 |

Contact Details

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| Name | Role | Phone Number | e-mail |
|---------------------|-------------------------|----------------------|--|
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The prospectus, transaction documents, loan level data, investor report and cashflow model may be obtained at www.chlmortgages.co.uk or www.euroabs.com

A11 - Post-Closing Date Disclosure

The aggregate fair value, expressed as a percentage of the fair value of all of the Notes and the Certificates issued by the Issuer on the Closing Date, of the Class E Notes, the Class Z Notes, the SDC Certificates and the DC1 Certificates (together, the "Risk Retained Securities") retained by the Retention Holder as of the Closing Date, based on actual sale prices and finalised tranche sizes is approximately 7.18%. The fair value, expressed as a percentage of the fair value of all of the Notes and the Certificates issued by the Issuer on the Closing Date, of the Risk Retained Securities that the Retention Holder is required to retain under the U.S. Credit Risk Retention Requirements is at least equal to 5% of the fair value of all of the Notes and the Certificates issued by the Issuer, as determined using the fair value measurement framework under U.S. generally accepted accounting principles. We confirm that the valuation methodology or any of the key inputs and assumptions that were used in calculating the fair value as disclosed in the Prospectus dated 16 February 2017 do not differ from the methodology or key inputs and assumptions used to calculate the fair value on the Closing Date.

Collection Period End Date 31 May 2017

Transaction Parties, Ratings & Triggers

| | | Current Moody's/S&P/Fitch/DBRS - Short Term Rating | Current Moody's/S&P/Fitch/DBRS - Long Term Rating | Applicable Trigger (loss of) | Consequences |
|------------------------------|---|--|---|---|--|
| Issuer | Towd Point Mortgage Funding 2017 - Auburn 11 PLC | | | | |
| Holdings | Towd Point Mortgage Funding 2017 - Auburn 11 Holdings Limited | | | | |
| Originators | Capital Home Loans Limited / Irish Permanent plc | | | | |
| Seller | Cerberus European Residential Holdings B.V | | | | |
| Servicer | Capital Home Loans Limited | | | | |
| Back-up Servicer | Homeloan Management Limited | | | | |
| Cash Manager | Capital Home Loans Limited | | | | |
| Back-up Cash Manager | Elavon Financial Services D.A.C UK Branch | | | | |
| Trustee | U.S Bank Trustees Limited | | | | |
| Principal Paying Agent | Elavon Financial Services D.A.C UK Branch | | | | |
| Agent Bank | Elavon Financial Services D.A.C UK Branch | | | | |
| Registrar | Elavon Financial Services D.A.C UK Branch | | | | |
| Corporate Services Provider | Wilmington Trust SP Services (London) Limited | | | | |
| Back-up Servicer Facilitator | Wilmington Trust SP Services (London) Limited | | | | |
| Share Trustee | Wilmington Trust SP Services (London) Limited | | | | |
| Collection Account Bank | Barclays Bank PLC | P-1/ A-2/ F1 | A1 (Negative)/ A-(Negative)/ A (Stable) | Baa3 by Moody's BBB + by S&P F1/BBB+ by Fitch BBB(low) by DBRS | (a) Terminate the appointment of the Collection Account Bank and appoint a replacement Collection Account Bank; or (b) Obtain a guarantee of the Collection Account Bank's obligations |
| Issuer Account Bank | Elavon Financial Services D.A.C UK Branch | P-1/ A-1+/ F1+ | A1/ AA-/ AA | A3 by Moody's A+ by S&P F1/A by Fitch A by DBRS | Close the account and transfer the account to a successor institution within a period not exceeding 30 calendar days from the first day on which such downgrade occurred. |
| Liquidity Facility Provider | Wells Fargo Bank N.A. London Branch | P-1/ A-1+/ F1+ R-1 (high) | Aa2/ AA-/ AA AA (high) | A3 by Moody's A-1 & A/A+ by S&P F1/A by Fitch A by DBRS | Within 30 calendar days of such downgrade either make a Liquidity Standby Drawing (to be deposited into the Deposit Account with a corresponding entry made to the Liquidity Standby Ledger) or find a replacement liquidity facility provider substantially on the same terms as the existing Liquidity Facility Agreement. |

Available Funds of the Issuer at Most Recent Interest Payment Date - 22 May 2017

| Available Revenue Receipts | £3,962,303.41 | Available Principal Receipts | £14,076,388.49 |
|--|---------------|---|----------------|
| (a) Revenue Receipts on the Mortgage Loans received during the three immediately preceding Collection Periods or, if any of the immediately preceding three Collection Periods is a Determination Period, Calculated Revenue Receipts (excluding in each case an amount to be applied as Available Principal Receipts in accordance with Condition 8.14(c)(i) on the relevant Interest Payment Date); | £4,021,049.40 | (a) Principal Receipts on the Mortgage Loans received during the three immediately preceding Collection Periods; | £13,561,585.12 |
| (b) interest payable to the Issuer on the Deposit Account (including in respect of any Liquidity Standby Drawings credited to the Deposit Account) and income from any Authorised Investments received during the three immediately preceding Collection Periods; | £51.74 | (b) amounts (if any) to be credited to the Principal Deficiency Ledger pursuant to items (8) and/or (10) and/or (12) and/or (14) and/or (16) and/or (18) and/or (20) of the Pre-Enforcement Revenue Priority of Payments on such Interest Payment Date; | £514,803.37 |
| (c) (A) prior to the LF Cancellation Date, any Liquidity Drawing (where for the avoidance of doubt, "Liquidity Drawing" does not include any Liquidity Standby Drawing) | £0.00 | (c) any amount to be applied as Available Principal Receipts in accordance with Condition 8.14(c)(i); | £0.00 |
| (c) (B) on and from the FORD, the Liquidity Reserve Fund Actual Amount, but only to the extent necessary (after applying all other Available Revenue Receipts and any Principal Addition Amounts to do so (assuming for the purpose of this paragraph (c) that this paragraph (c) had not applied)) to make payments in the Pre-Enforcement Revenue Priority of Payments to the extent there is a shortfall to meet items (1) to (9) disregarding items (5) and (8) and item (4) (other than fees and expenses of Liquidity Facility Provider) of the Pre-Enforcement Revenue Priority of Payments. If the LF Cancellation Date has not yet occurred (but the FORD has) the Liquidity Reserve Fund Actual Amount will be applied first before any Liquidity Drawing is made; | £0.00 | | |
| (d) Principal Addition Amounts to be applied as Available Revenue Receipts (prior to the application of Liquidity Drawings and the Liquidity Reserve Fund Actual Amount in accordance with paragraph (c) above and amounts standing to the credit of the Excess Cashflow Reserve Fund in accordance with paragraph (e) below) pay any PAA Deficit; | £0.00 | | |
| (e) amounts standing to the credit of the Excess Cashflow Reserve Fund up to (and including) the earlier of the Class E Redemption Date and the Final Maturity Date, but only to the extent necessary (after applying all other Available Revenue Receipts and any Principal Addition Amounts to do so (assuming for the purpose of this paragraph (e) that this paragraph (e) had not applied)) to pay items (11), (13), (15) and (17) of the Pre-Enforcement Revenue Priority of Payments; | £0.00 | | |
| (f) any amounts standing to the credit of the SDC Ledger; | £0.00 | | |
| (g) any amount applied as Available Revenue Receipts in accordance with Condition 8.14(c)(ii); and | £0.00 | | |
| <u>Less</u> | | <u>Less</u> | |
| (j) Permitted Withdrawals; | £58,797.73 | (d) the amount of Principal Receipts used during the three immediately preceding Collection Periods to purchase any Flexible Drawings; | £0.00 |

Waterfall at Most Recent Interest Payment Date - 22 May 2017

Revenue Waterfall Summary

| | | | |
|---|-------------------|---|--------------------|
| <p>(a) any fees, costs, charges, liabilities, expenses and all other amounts then due and payable or to become due and payable in the immediately succeeding Interest Period to the Trustee or any Appointee under the provisions of the Trust Deed and the other Transaction Documents and any Prior Trustee Year Compensation Amounts (the "Trustee Original Amount"), less the Trustee Excess Amount, together with (if payable) VAT on the Trustee Original Amount, provided that the amount payable under this paragraph (i) shall not exceed the amount of the Compensation Fee Cap (such amounts paid herein exclusive of VAT shall collectively be referred to herein as the "Senior Trustee Fee");</p> | <p>£585.21</p> | <p>11. in or towards payment pro rata and pari passu of interest due and payable on the Class B Notes (other than Class B Net WAC Additional Amounts);</p> | <p>£175,523.25</p> |
| <p>(b) any remuneration then due and payable to the Agent Bank, Registrar and the Paying Agents and any costs, charges, liabilities and expenses then due or to become due and payable in the immediately succeeding Interest Period to them under the provisions of the Agency Agreement (in aggregate the "Agent Amount"), less the amount by which the Agent Amount exceeds the Applicable Compensation Fee Cap for the Agent Bank, Registrar and the Paying Agent together (such excess being the "Agent Excess Amount"), together with (if payable) VAT on the Agent Amount;</p> | <p>£243.83</p> | <p>12. to credit the Class B Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon;</p> | <p>£0.00</p> |
| <p>(c) any amounts then due and payable to the Cash Manager and any costs, charges, liabilities and expenses then due and payable to the Cash Manager or any such amount to become due and payable to the Cash Manager in the immediately succeeding Interest Period under the provisions of the Cash Management Agreement (the "Cash Manager Amount"), less the amount by which the Cash Manager Amount exceeds the Applicable Compensation Fee Cap for the Cash Manager (such excess being the "Cash Manager Excess Amount"), together with (if payable) VAT on the Cash Manager Amount;</p> | <p>£24,459.93</p> | <p>13. in or towards payment pro rata and pari passu of interest due and payable on the Class C Notes (other than Class C Net WAC Additional Amounts);</p> | <p>£132,060.00</p> |
| <p>(d) any amounts then due and payable to the Back-Up Cash Manager and any costs, charges, liabilities and expenses then due and payable to the Back-Up Cash Manager or any such amount to become due and payable to the Back-Up Cash Manager in the immediately succeeding Interest Period under the provisions of the Back-Up Cash Management Agreement (the "BUCM Amount"), less the amount by which the BUCM Amount exceeds the Applicable Compensation Fee Cap for the Back-Up Cash Manager (such excess being as the "BUCM Excess Amount"), together with (if payable) VAT on the BUCM Amount;</p> | <p>£1,463.01</p> | <p>14. to credit the Class C Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon;</p> | <p>£0.00</p> |
| <p>(e) any amounts then due and payable to the Collection Account Bank (including any Direct Debit Liability Amount then due and payable to the Collection Account Bank), the Issuer Account Bank or to such bank at which any other account in the name of the Issuer is held and any costs, charges, liabilities and expenses then due and payable to the Collection Account Bank, the Issuer Account Bank or to such bank at which any other account in the name of the Issuer is held, any such amount to become due and payable to the Collection Account Bank, the Issuer Account Bank or to any such other bank, as applicable, in the immediately succeeding Interest Period under the provisions of the Collection Account Agreement, the Account Bank Agreement or agreement governing the operation of any other account in the name for the Issuer (in aggregate the "Account Banks Amount"), less the amount by which the Account Banks Amount exceeds the Applicable Compensation Fee Cap of the Collection Account Bank, the Issuer Account Bank or such other bank together (such excess being the "Account Banks Excess Amount"), together with (if payable) VAT on the Account Banks Amount;</p> | <p>£243.83</p> | <p>15. in or towards payment pro rata and pari passu of interest due and payable on the Class D Notes (other than Class D Net WAC Additional Amounts);</p> | <p>£132,060.00</p> |
| <p>(f) any amounts then due and payable to the Corporate Services Provider and any costs, charges, liabilities and expenses then due and payable or to become due and payable in the immediately succeeding Interest Period to the Corporate Services Provider under the provisions of the Corporate Services Agreement (the "CSP Amount"), less the amount by which the CSP Amount exceeds the Applicable Compensation Fee Cap for the Corporate Services Provider (such excess being the "CSP Excess Amount"), together with (if payable) VAT on the CSP Amount;</p> | <p>£2,487.13</p> | <p>16. to credit the Class D Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon;</p> | <p>£0.00</p> |
| <p>(g) any amounts due and payable to the Back-Up Servicer Facilitator and any costs, charges, liabilities and expenses then due and payable to the Back-Up Servicer Facilitator, or any such amount to become due and payable to the Back-Up Servicer Facilitator in the immediately succeeding Interest Period under the provisions of the Servicing Agreement (the "BUSF Amount"), less the amount by which the BUSF Amount exceeds the Applicable Compensation Fee Cap for the Back-Up Servicer Facilitator (such excess being the "BUSF Excess Amount"), together with (if payable) VAT on the BUSF Amount;</p> | <p>£365.76</p> | <p>17. in or towards payment pro rata and pari passu of interest due and payable on the Class E Notes (other than Class E Net WAC Additional Amounts);</p> | <p>£47,484.00</p> |
| <p>(h) any amounts due and payable to the Back-Up Servicer (including any Transfer Costs which the Servicer has failed to pay) and any costs, charges, liabilities and expenses then due and payable to the Back-Up Servicer or any such amount to become due and payable to the Back-Up Servicer in the immediately succeeding Interest Period under the provisions of the Back-Up Servicing Agreement (the "BUS Original Amount"), less the amount to which the BUS Original Amount exceeds the lower of: (i) the Applicable Servicer Compensation Cap of the Back-Up Servicer; and (ii) the Applicable Compensation Fee Cap of the Back-Up Servicer, (with the excess being the "BUS Excess Amount") together with (if payable) VAT on the BUS Original Amount;</p> | <p>£20,546.34</p> | <p>18. to credit the Class E Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon;</p> | <p>£0.00</p> |

| | | | |
|---|---------------|--|----------------------|
| 1. any amounts due and payable to the Servicer and any costs, charges, liabilities and expenses then due and payable to the Servicer or any such amount to become due and payable to the Servicer in the immediately succeeding Interest Period under the provisions of the Servicing Agreement (the "Servicer Original Amount"), less the amount by which the Servicer Original Amount exceeds the lower of: (i) the Applicable Servicer Compensation Cap of the Servicer; and (ii) the Applicable Compensation Fee Cap of the Servicer, (with the excess being the "Servicer Excess Amount") together with (if payable) VAT on the Servicer Original Amount; | £366,898.91 | 19. on any Interest Payment Date following the FORD, amounts to be credited to the Liquidity Reserve Fund up to the Liquidity Reserve Target; | £0.00 |
| 2. 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 necessary to provide for any such amounts expected to become due and payable by the Issuer in the immediately succeeding Interest Period; | £18,546.14 | 20. to credit the Class Z Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon; | £514,803.37 |
| 3. in or towards satisfaction of the Issuer Profit Amount and amounts required to discharge any liability of the Issuer for corporation tax (which cannot be met out of amounts previously retained as Issuer Profit Amount); | £7,000.00 | 21. in the following order of priority: (1) to pay the Trustee Excess Amount together with (if payable) VAT thereon to the extent not already paid; | £0.00 |
| 4. to pay any amounts and liabilities then due and payable to the Liquidity Facility Provider and any fees, costs, charges and expenses then due to the Liquidity Facility Provider under the provisions of the Liquidity Documents, together with (if payable) VAT thereon as provided therein (the "LFP Amount"), less the amount by which the LFP Amount, when aggregated with all other amounts paid in respect of items (1) to (3), exceeds the Compensation Fee Cap (such excess being the "LFP Excess Amount"); | £31,835.96 | (2) to pay pro rata and pari passu the Agent Excess Amount, the Cash Manager Excess Amount, the BUCM Excess Amount, the Account Banks Excess Amount, the CSP Excess Amount, the BUSF Excess Amount, the BUS Excess Amount and the Servicer Excess Amount together with (if payable) VAT on each of the amounts payable under this item (21)(B) to the extent not already paid; and | £0.00 |
| 5. to credit the Interim SDC Sub-Ledger in an amount equal to the sum of (A) the SDC Interim Transferred Amount for such Interest Payment Date and (B) any Surplus SDC Amounts credited to the SDC Ledger on the immediately preceding Interest Payment Date and thereafter such amounts to be paid in accordance with the Pre-Enforcement Ledgers Priority of Payments; | £146,682.34 | (3) to pay sequentially in the following order of priority: (i) to pay pro rata and pari passu any Net WAC Additional Amounts due and payable on the Class B Notes; | £0.00 |
| 6. to pay any LFP Excess Amount ; | £0.00 | (iii) to pay pro rata and pari passu any Net WAC Additional Amounts due and payable on the Class D Notes; | £0.00 |
| 7. in or towards payment pro rata and pari passu of interest due and payable on the Class A1 Notes ; | £2,178,015.50 | (iv) to pay pro rata and pari passu any Net WAC Additional Amounts due and payable on the Class E Notes; | £0.00 |
| 8. to credit the Class A1 Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon; | £0.00 | 22. on any Interest Payment Date on which any Mezzanine Floating Rate Notes remain outstanding and after taking into account Available Principal Receipts to be applied on such Interest Payment Date, amounts to be credited to the Excess Cashflow Reserve Fund; and | £0.00 |
| 9. in or towards payment pro rata and pari passu of interest due and payable on the Class A2 Notes ; | £160,998.90 | 23. to pay, pro rata and pari passu, the DC1 Payment due on the Class DC1 Certificates. | £0.00 |
| 10. to credit the Class A2 Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon; | £0.00 | | |
| | | Total | £3,962,303.41 |

Waterfall at Most Recent Interest Payment Date - 22 May 2017

Principal Waterfall Summary

| | | | |
|--|----------------|---|-----------------------|
| 1. any Principal Addition Amounts to be applied to meet any PAA Deficit; | £0.00 | 9. to pay sequentially in the following order of priority: (i) to pay pro rata and pari passu any Net WAC Additional Amounts due and payable on the Class B Notes; | £0.00 |
| 2. on and from the FORD up to and including the LF Cancellation Date, to credit the Liquidity Reserve Fund Ledger by an amount which, when aggregated with all other amounts credited to the Liquidity Reserve Fund Ledger pursuant to item (19) of the Pre-Enforcement Revenue Priority of Payments or this item (2) (but disregarding any debit entries made to Liquidity Reserve Fund Ledger on this and any previous Interest Payment Date), is equal to the Liquidity Reserve Target; | £0.00 | (ii) to pay pro rata and pari passu any Net WAC Additional Amounts due and payable on the Class C Notes; | £0.00 |
| 3. in or towards payment pro rata and pari passu of principal due and payable on the Class A1 Notes until the Class A1 Notes have been reduced to zero; | £14,076,388.49 | (iii) to pay pro rata and pari passu any Net WAC Additional Amounts due and payable on the Class D Notes; and | £0.00 |
| 4. in or towards payment pro rata and pari passu of principal due and payable on the Class A2 Notes until the Class A2 Notes have been reduced to zero; | £0.00 | (iv) to pay pro rata and pari passu any Net WAC Additional Amounts due and payable on the Class E Notes; | £0.00 |
| 5. in or towards payment pro rata and pari passu of principal due and payable on the Class B Notes until the Class B Notes have been reduced to zero; | £0.00 | 10. in or towards payment pro rata and pari passu of principal due and payable on the Class Z Notes until the Class Z Notes have been redeemed in full; and | £0.00 |
| 6. in or towards payment pro rata and pari passu of principal due and payable on the Class C Notes until the Class C Notes have been reduced to zero; | £0.00 | 11. in or towards payment pro rata and pari passu of the DC1 Payment on the Class DC1 Certificates (which shall be zero in circumstances where the Issuer has insufficient proceeds available to meet its obligations (1) to (11) above). | £0.00 |
| 7. in or towards payment pro rata and pari passu of principal due and payable on the Class D Notes until the Class D Notes have been reduced to zero; | £0.00 | | |
| 8. in or towards payment pro rata and pari passu of principal due and payable on the Class E Notes until the Class E Notes have been reduced to zero; | £0.00 | | |
| | | Total | £14,076,388.49 |

Notes - Closing Date 21st February 2017

| Class | ISIN | Original Balance | Outstanding Principal Brought Forward | Repayment | Repayment per note | Outstanding Principal | Carried Forward | Interest Paid on IPD | Reference Rate | Margin | Step-Up Margin | Coupon Reference Rate | Current Coupon Rate | Current Payment per note | Next Interest Payment per note | Next Interest Due* | Net WAC | Deferred Amounts |
|-------|--------------|-------------------|---------------------------------------|----------------|--------------------|-----------------------|-----------------|----------------------|----------------|--------|----------------|-----------------------|---------------------|--------------------------|--------------------------------|--------------------|---------|------------------|
| A1 | XS1564404934 | £732,500,000.00 | £732,500,000.00 | £14,076,388.49 | £1,921.69 | £718,423,611.51 | £2,178,015.50 | 3 Month GBP LIBOR | 0.85% | 1.50% | 0.35588% | 1.20588% | £297.34 | £282.10 | £2,066,382.50 | £0.00 | | |
| A2 | XS1564405402 | £50,000,000.00 | £50,000,000.00 | £0.00 | £0.00 | £50,000,000.00 | £160,998.90 | 3 Month GBP LIBOR | 0.95% | 1.75% | 0.35588% | 1.30588% | £322.00 | £312.56 | £156,280.00 | £0.00 | | |
| B | XS1564405824 | £52,500,000.00 | £52,500,000.00 | £0.00 | £0.00 | £52,500,000.00 | £175,523.25 | 3 Month GBP LIBOR | 1.00% | 2.50% | 0.35588% | 1.35588% | £334.33 | £325.03 | £170,640.75 | £0.00 | | |
| C | XS1564406046 | £37,500,000.00 | £37,500,000.00 | £0.00 | £0.00 | £37,500,000.00 | £132,060.00 | 3 Month GBP LIBOR | 1.10% | 3.25% | 0.35588% | 1.45588% | £352.16 | £349.96 | £131,235.00 | £2,257.50 | | |
| D | XS1564406129 | £37,500,000.00 | £37,500,000.00 | £0.00 | £0.00 | £37,500,000.00 | £132,060.00 | 3 Month GBP LIBOR | 1.30% | 4.50% | 0.35588% | 1.65588% | £352.16 | £399.82 | £149,932.50 | £21,052.50 | | |
| E | XS1564406475 | £22,500,000.00 | £22,500,000.00 | £0.00 | £0.00 | £22,500,000.00 | £47,484.00 | 3 Month GBP LIBOR | 0.50% | 4.00% | 0.35588% | 0.85588% | £211.04 | £200.37 | £45,083.25 | £0.00 | | |
| Z | XS1564406715 | £67,500,000.00 | £67,500,000.00 | £0.00 | £0.00 | £67,500,000.00 | £0.00 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | £0.00 | £0.00 | | |
| SDC | XS1567162190 | £0.00 | £0.00 | £0.00 | £0.00 | £0.00 | £0.00 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | £0.00 | £0.00 | | |
| DC1 | XS1567162356 | £0.00 | £0.00 | £0.00 | £0.00 | £0.00 | £0.00 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | £0.00 | £0.00 | | |
| DC2 | XS1567164642 | £0.00 | £0.00 | £0.00 | £0.00 | £0.00 | £0.00 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | £0.00 | £0.00 | | |
| | | £1,000,000,000.00 | £1,000,000,000.00 | £14,076,388.49 | | £985,923,611.51 | £2,826,141.65 | | | | | | | | £2,719,554.00 | £23,310.00 | | |

Notes - Ratings & Legal Maturities

*Excludes any deferred Net WAC amounts

| Class | S&P/Moody's/ Fitch*/DBRS - Ratings at Closing | S&P/Moody's/ Fitch*/DBRS - Ratings at End of Period | Legal Maturities | Currency | Pool Factor Brought Forward | Pool Factor Carried Forward | Issue Price |
|-------|---|--|------------------|----------|-----------------------------|-----------------------------|-------------|
| A1 | AAA(st)/Aaa(st)/AA Ast/AAA(st) | AAA(st)/Aaa(st)/AAAst/AAA(st) | May 2045 | GBP | 1.000000 | 0.980783 | 99.75% |
| A2 | AA(st)/Aaa(st)/AAAsf/AAA(st) | AA(st)/Aaa(st)/AAAsf/AAA(st) | May 2045 | GBP | 1.000000 | 1.000000 | 98.98% |
| B | AA-(st)/Aa2(st)/AA(st) | AA-(st)/Aa2(st)/AA(st) | May 2045 | GBP | 1.000000 | 1.000000 | 97.40% |
| C | A(st)/A1(st)/A(st) | A(st)/A1(st)/A(st) | May 2045 | GBP | 1.000000 | 1.000000 | 95.99% |
| D | BBB+(st)/Baa2(st) | BBB+(st)/Baa2(st) | May 2045 | GBP | 1.000000 | 1.000000 | 91.78% |
| E | BB(st)/Ba2(st) | BB(st)/Ba2(st) | May 2045 | GBP | 1.000000 | 1.000000 | 85.72% |
| Z | Not rated | Not rated | May 2045 | GBP | 1.000000 | 1.000000 | 70.52% |
| SDC | Not rated | Not rated | May 2045 | GBP | 1.000000 | 1.000000 | N/A |
| DC1 | Not rated | Not rated | May 2045 | GBP | 1.000000 | 1.000000 | N/A |
| DC2 | Not rated | Not rated | May 2045 | GBP | 1.000000 | 1.000000 | N/A |

*Fitch rated the Class A1 & A2 notes only

Issuer's Ledgers

| At Transaction Close | Revenue | Principal | Liquidity Reserve | Liquidity Standby | Excess Cashflow Reserve | Interim SDC | SDC | Issuer Profit | Principal Deficiency |
|--|-----------------|-------------|-------------------|-------------------|-------------------------|-------------|-------------|---------------|----------------------|
| Required Amount (At Last IPD) | | | | | | | | | |
| Brought forward 21st February 2017 | £0.00 | £0.00 | £0.00 | £0.00 | £0.00 | £0.00 | £0.00 | £0.00 | £0.00 |
| Period Movement | £0.00 | £0.00 | £0.00 | £0.00 | £0.00 | £0.00 | £146,682.34 | £7,000.00 | £127,649.78 |
| Carried forward 22nd May 2017 | £0.00 | £0.00 | £0.00 | £0.00 | £0.00 | £0.00 | £146,682.34 | £7,000.00 | £127,649.78 |
| Principal Deficiency Ledgers Split: | | | | | | | | | |
| | Brought forward | Debit | Credit | Carried forward | | | | | |
| Class A1 Principal Deficiency Sub-Ledger | £0.00 | £0.00 | £0.00 | £0.00 | | | | | |
| Class A2 Principal Deficiency Sub-Ledger | £0.00 | £0.00 | £0.00 | £0.00 | | | | | |
| Class B Principal Deficiency Sub-Ledger | £0.00 | £0.00 | £0.00 | £0.00 | | | | | |
| Class C Principal Deficiency Sub-Ledger | £0.00 | £0.00 | £0.00 | £0.00 | | | | | |
| Class D Principal Deficiency Sub-Ledger | £0.00 | £0.00 | £0.00 | £0.00 | | | | | |
| Class E Principal Deficiency Sub-Ledger | £0.00 | £0.00 | £0.00 | £0.00 | | | | | |
| Class Z Principal Deficiency Sub-Ledger | £0.00 | £642,453.15 | £514,803.37 | £127,649.78 | | | | | |
| | £0.00 | £642,453.15 | £514,803.37 | £127,649.78 | | | | | |

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Collection Period Start Date 01 May 2017
 Collection Period End Date 31 May 2017

Key Mortgage Pool Summary

| | |
|---|-------------------|
| Current Balance at Closing Date | £1,003,131,840.51 |
| Current Balance at the Start of Collection Period | £988,758,440.39 |
| Current Balance at End of Collection Period | £984,678,386.57 |
| Number of Primary Mortgage Accounts at Closing Date | 7,734 |
| Number of Primary Mortgage Accounts at the Start of Collection Period | 7,704 |
| Number of Primary Mortgage Accounts at End of Collection Period | 7,674 |
| Average Loan Size at Closing Date | £128,541.59 |
| Average Loan Size at End of Collection Period | £128,313.58 |
| Number of Borrowers at Closing Date | 5,657 |
| Number of Borrowers at the Start of Collection Period | 5,577 |
| Number of Borrowers at End of Collection Period | 5,552 |
| Weighted Average Current LTV | 69.36% |
| Interest Collection Received in Period | £1,333,136.66 |
| Scheduled Repayments Received in Period * | £626,274.95 |
| Unscheduled Repayments Received in Period | £3,398,499.17 |

Constant Prepayment Rates & Total Repayment Rates

| | Period Rate | Period Rate Annualised |
|--|-------------|------------------------|
| Current Monthly CPR Rate | 0.34% | 4.00% |
| Current Quarterly CPR Rate | 1.34% | 5.25% |
| Current Monthly CPR Net of Repurchased Loans | 0.34% | 4.00% |
| Current Quarterly CPR Net of Repurchased Loans | 1.34% | 5.25% |
| Total Monthly Repayment Rate (TRR) | 0.41% | 4.81% |
| Total Quarterly Repayment Rate (TRR) | 1.51% | 5.90% |

* Includes loan balances due to be redeemed at their scheduled maturity date.

Portfolio Performance

Collection Period End 31 May 2017

| Power of Sale Receiver of Rent and Possession Properties | Total Balance £ | Number of Accounts |
|---|--------------------|-----------------------|
| Balance at the Start of the Period | 7,442,131.91 | 56 |
| New additions in the Period | 294,271.85 | 3 |
| Sold in the Period | 739,882.36 | 5 |
| Released back to Customer in Period | 0.00 | 0 |
| Balance at the End of the Period | 7,038,472.85 | 54 |

| Sold Properties | Total Balance £ | Number of Accounts |
|------------------------------------|--------------------|-----------------------|
| Balance at the Start of the Period | 2,923,882.84 | 19 |
| Properties Sold in Period | 739,882.36 | 5 |
| Balance at the End of the Period | 3,663,765.20 | 24 |

| Recoveries from Sold Properties | Total Balance £ | Number of Accounts |
|---|--------------------|-----------------------|
| Recoveries from the Sales Proceeds at the Start of the Period | 2,281,429.69 | 19 |
| Recoveries from the Sales Proceeds in Period | 669,867.10 | 5 |
| Recoveries from the Sales Proceeds at the End of the Period | 2,951,296.79 | 24 |
| | % of Total | |
| Recovery in Period as Percentage of Current Balance at Sale | 90.54% | |
| Cumulative Recovery as Percentage of Current Balance at Sale | 80.55% | |

| Losses from Sold Properties | Total Balance £ | Number of Accounts |
|--|--------------------|-----------------------|
| Incurring Losses as Shortfall from Sales Proceeds at the Start of the Period | 642,453.15 | 19 |
| Incurring Losses as Shortfall from Sales Proceeds in Period | 70,015.26 | 3 |
| Incurring Further Losses as Shortfall post Sales Proceeds in Period | 0.00 | 0 |
| Incurring Losses as Shortfall from Sales Proceeds at the End of the Period | 712,468.41 | 22 |
| | % of Total | |
| Average Loss Severity in the Period | 9.46% | |
| Cumulative Average Loss Severity | 19.45% | |

| Flexi Drawdown * | Total Balance £ | Number of Accounts |
|--|--------------------|-----------------------|
| Cumulative Redraw at the Start of the Period | 0.00 | 0 |
| Redraw in the Period | 0.00 | 0 |
| Cumulative Redraw at the End of the Period | 0.00 | 0 |

* Excludes redraw amounts where loan repurchased by the seller.

| Originator Buy Back | Total Balance £ | Number of Accounts |
|---|--------------------|-----------------------|
| Cumulative Originator Buy Back at the Start of the Period | 0.00 | 0 |
| Originator Buy Back in the Period | 0.00 | 0 |
| Cumulative Originator Buy Back at the End of the Period | 0.00 | 0 |

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Pool Table

Collection Period End 31 May 2017

Current Balances

| Range (£000s) | Aggregate Current Balance | % of Total | Number of Accounts | % of Total |
|---------------|---------------------------|------------|--------------------|------------|
| < 50 | £14,379,329.26 | 1.46% | 424 | 5.53% |
| 50 - < 100 | £238,614,766.90 | 24.23% | 3,100 | 40.39% |
| 100 - < 150 | £263,890,511.66 | 26.81% | 2,189 | 28.52% |
| 150 - < 200 | £164,269,805.26 | 16.68% | 961 | 12.52% |
| 200 - < 300 | £157,137,429.57 | 15.96% | 659 | 8.59% |
| 300 - < 400 | £66,979,792.57 | 6.80% | 197 | 2.57% |
| 400 - < 500 | £32,323,340.85 | 3.28% | 72 | 0.94% |
| ≥ 500 | £47,083,410.50 | 4.78% | 72 | 0.94% |
| Total | £984,678,386.57 | 100.00% | 7,674 | 100.00% |

Maximum: £1,414,798.54
 Minimum: £422.50
 Average: £128,313.58

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Indexed LTVs *

| Range (%) | Aggregate Current Balance | % of Total | Number of Accounts | % of Total |
|------------|---------------------------|------------|--------------------|------------|
| 0 - < 10 | £406,750.51 | 0.04% | 36 | 0.47% |
| 10 - < 20 | £2,240,509.31 | 0.23% | 82 | 1.07% |
| 20 - < 30 | £6,346,359.56 | 0.64% | 85 | 1.11% |
| 30 - < 40 | £23,525,463.04 | 2.39% | 191 | 2.49% |
| 40 - < 50 | £99,064,200.46 | 10.06% | 600 | 7.82% |
| 50 - < 60 | £182,905,038.62 | 18.58% | 1,098 | 14.31% |
| 60 - < 70 | £173,337,414.47 | 17.60% | 1,170 | 15.25% |
| 70 - < 80 | £181,847,618.79 | 18.47% | 1,507 | 19.64% |
| 80 - < 90 | £237,901,408.80 | 24.16% | 2,165 | 28.19% |
| 90 - < 100 | £62,258,659.87 | 6.32% | 616 | 8.03% |
| ≥ 100 | £14,844,963.14 | 1.51% | 124 | 1.62% |
| Total | £984,678,386.57 | 100.00% | 7,674 | 100.00% |

Maximum: 154.74%
 Minimum: 0.21%
 Weighted Ave: 69.34%

* Indexed by Halifax Regional quarterly non-seasonally adjusted house price index

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Arrears

| Months | Aggregate Current Balance | % of Total | Number of Accounts | % of Total |
|----------------------------------|---------------------------|------------|--------------------|------------|
| 0 | £964,989,305.49 | 98.00% | 7,525 | 98.06% |
| > 0 and < 1 | £7,410,007.29 | 0.75% | 56 | 0.73% |
| 1 | £3,676,698.87 | 0.37% | 33 | 0.43% |
| > 1 and < 2 | £1,562,589.69 | 0.16% | 9 | 0.12% |
| 2 | £2,144,116.98 | 0.22% | 10 | 0.13% |
| > 2 and < 3 | £863,023.78 | 0.09% | 7 | 0.09% |
| 3 | £426,387.80 | 0.04% | 3 | 0.04% |
| > 3 and < 6 | £1,462,473.58 | 0.15% | 14 | 0.18% |
| 6 | £0.00 | 0.00% | 0 | 0.00% |
| > 6 and < 9 | £846,191.03 | 0.09% | 6 | 0.08% |
| 9 | £0.00 | 0.00% | 0 | 0.00% |
| > 9 and < 12 | £338,348.26 | 0.03% | 4 | 0.05% |
| ≥ 12 | £959,243.80 | 0.10% | 7 | 0.09% |
| Total | £984,678,386.57 | 100.00% | 7,674 | 100.00% |
| New Default in Period (≥ 3) | £426,387.80 | 0.04% | 3 | 0.04% |
| Cumulative Current Default (≥ 3) | £4,032,644.47 | 0.41% | 34 | 0.44% |

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Geographical Breakdown

| Region | Aggregate Current Balance | % of Total | Number of Accounts | % of Total |
|------------------------|---------------------------|------------|--------------------|------------|
| East Anglia | £23,200,336.54 | 2.36% | 188 | 2.45% |
| East Midlands | £57,517,735.89 | 5.84% | 491 | 6.40% |
| North East | £48,308,880.67 | 4.91% | 542 | 7.06% |
| North West | £148,494,147.34 | 15.08% | 1,420 | 18.51% |
| Northern Ireland | £51,042,773.03 | 5.18% | 716 | 9.33% |
| Scotland | £421,132.51 | 0.04% | 10 | 0.13% |
| Greater London | £228,822,488.89 | 23.24% | 1,013 | 13.20% |
| South East | £166,555,235.31 | 16.91% | 1,030 | 13.42% |
| South West | £63,844,067.16 | 6.48% | 466 | 6.07% |
| Wales | £31,566,559.29 | 3.21% | 304 | 3.96% |
| West Midlands | £60,073,820.83 | 6.10% | 535 | 6.97% |
| Yorkshire & Humberside | £104,831,209.11 | 10.65% | 959 | 12.50% |
| Total | £984,678,386.57 | 100.00% | 7,674 | 100.00% |

Seasoning

| Range (Months) | Aggregate Current Balance | % of Total | Number of Accounts | % of Total |
|----------------|---------------------------|------------|--------------------|------------|
| < 36 | £0.00 | 0.00% | 0 | 0.00% |
| 36 - < 60 | £139,213.25 | 0.01% | 2 | 0.03% |
| 60 - < 84 | £275,427.83 | 0.03% | 12 | 0.16% |
| 84 - < 108 | £24,788,679.54 | 2.52% | 174 | 2.27% |
| ≥ 108 | £959,475,065.95 | 97.44% | 7,486 | 97.54% |
| Total | £984,678,386.57 | 100.00% | 7,674 | 100.00% |

Maximum: 332.81 Months
 Minimum: 40.67 Months
 Weighted Ave: 124.83 Months

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Remaining Term

| Range (Years) | Aggregate Current Balance | % of Total | Number of Accounts | % of Total |
|---------------|---------------------------|------------|--------------------|------------|
| <= 0 | £0.00 | 0.00% | 0 | 0.00% |
| >0 - < 5 | £49,973,333.47 | 5.08% | 481 | 6.27% |
| 5 - < 10 | £182,450,888.01 | 18.53% | 1,555 | 20.26% |
| 10 - < 15 | £474,100,589.68 | 48.14% | 3,772 | 49.16% |
| 15 - < 20 | £263,316,506.33 | 26.74% | 1,756 | 22.88% |
| 20 - < 25 | £13,670,840.37 | 1.39% | 99 | 1.29% |
| ≥ 25 | £1,166,228.71 | 0.12% | 11 | 0.14% |
| Total | £984,678,386.57 | 100.00% | 7,674 | 100.00% |

Maximum: 25.86 Years
 Minimum: 0.00 Years
 Weighted Ave: 12.42 Years

Loan Purpose

| Purpose | Aggregate Current Balance | % of Total | Number of Accounts | % of Total |
|------------|---------------------------|------------|--------------------|------------|
| *Purchase | £515,111,580.91 | 52.31% | 4,410 | 57.47% |
| Remortgage | £469,566,805.66 | 47.69% | 3,264 | 42.53% |
| Total | £984,678,386.57 | 100.00% | 7,674 | 100.00% |

* Includes Equity Release

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Repayment Method

| Method | Aggregate Current Balance | % of Total | Number of Accounts | % of Total |
|-----------------------|---------------------------|------------|--------------------|------------|
| Repayment | £12,951,261.78 | 1.32% | 269 | 3.51% |
| Partial Interest Only | £8,242,178.84 | 0.84% | 65 | 0.85% |
| Interest Only | £963,484,945.95 | 97.84% | 7,340 | 95.64% |
| Total | £984,678,386.57 | 100.00% | 7,674 | 100.00% |

Product type

| Type | Aggregate Current Balance | % of Total | Number of Accounts | % of Total |
|-------|---------------------------|------------|--------------------|------------|
| Fixed | £0.00 | 0.00% | 0 | 0.00% |
| SVR | £2,524,915.33 | 0.26% | 62 | 0.81% |
| BBR | £982,153,471.24 | 99.74% | 7,612 | 99.19% |
| Total | £984,678,386.57 | 100.00% | 7,674 | 100.00% |

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Interest Rate (%)

| Rate (%) | Aggregate Current Balance | % of Total | Number of Accounts | % of Total |
|----------|---------------------------|------------|--------------------|------------|
| 0 - < 1 | £132,203,614.75 | 13.43% | 1,004 | 13.08% |
| 1 - < 2 | £768,474,065.42 | 78.04% | 5,999 | 78.18% |
| 2 - < 3 | £81,622,976.00 | 8.29% | 611 | 7.96% |
| 3 - < 4 | £0.00 | 0.00% | 0 | 0.00% |
| 4 - < 5 | £0.00 | 0.00% | 0 | 0.00% |
| 5 - < 6 | £2,377,730.40 | 0.24% | 60 | 0.78% |
| 6 - < 7 | £0.00 | 0.00% | 0 | 0.00% |
| ≥ 7 | £0.00 | 0.00% | 0 | 0.00% |
| Total | £984,678,386.57 | 100.00% | 7,674 | 100.00% |

Maximum: 5.05%
 Minimum: 0.74%
 Weighted Ave: 1.54%

Buy-to-Let / Owner Occupied

| Type | Aggregate Current Balance | % of Total | Number of Accounts | % of Total |
|----------------|---------------------------|------------|--------------------|------------|
| Buy-to-Let | £914,465,463.59 | 92.87% | 7,241 | 94.36% |
| Owner Occupied | £70,212,922.98 | 7.13% | 433 | 5.64% |
| Total | £984,678,386.57 | 100.00% | 7,674 | 100.00% |

Self-Cert / Non Self-Cert

| Type | Aggregate Current Balance | % of Total | Number of Accounts | % of Total |
|---------------|---------------------------|------------|--------------------|------------|
| Self-Cert | £66,503,164.44 | 6.75% | 336 | 4.38% |
| Non Self-Cert | £918,175,222.13 | 93.25% | 7,338 | 95.62% |
| Total | £984,678,386.57 | 100.00% | 7,674 | 100.00% |

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Flexible/ Non Flexible

| Type | Aggregate Current Balance | % of Total | Number of Accounts | % of Total |
|--------------|---------------------------|------------|--------------------|------------|
| Flexible | £338,088,841.98 | 34.33% | 2,699 | 35.17% |
| Non Flexible | £646,589,544.59 | 65.67% | 4,975 | 64.83% |
| Total | £984,678,386.57 | 100.00% | 7,674 | 100.00% |

Employment Status

| Type | Aggregate Current Balance | % of Total | Number of Accounts | % of Total |
|---------------|---------------------------|------------|--------------------|------------|
| Employed | £311,719,652.49 | 31.66% | 2,681 | 34.94% |
| Self-employed | £584,437,157.14 | 59.35% | 4,330 | 56.42% |
| Legal Entity | £88,521,576.94 | 8.99% | 663 | 8.64% |
| Total | £984,678,386.57 | 100.00% | 7,674 | 100.00% |

Glossary

| | |
|--|--|
| Arrears | <p>Arrears are calculated in accordance with standard market practice in the UK.</p> <p>A mortgage loan as at MIA Relevant Time is identified as being in arrears when,</p> <ul style="list-style-type: none"> (a) the aggregate amounts which are due and payable by the relevant Mortgage Borrower under such Mortgage Loan but which remain unpaid, less (b) the aggregate amounts which the relevant Mortgage Borrower has pre-paid or overpaid with respect to the Mortgage Loan prior to MIA Relevant Time. <p>"MIA" means a ratio calculated with respect to a Mortgage Loan as at the MIA Relevant Time representing:</p> <ul style="list-style-type: none"> (a) the Arrears Amount as at the MIA Relevant Time, divided by (b) the current Mortgage Instalment. <p>"MIA Relevant Time" means close of business on the last working day of a calendar month.</p> |
| <p>Unscheduled Repayments Received in Period</p> | <p>Unscheduled Repayments comprise payments from the Originator for the repurchase of loans from the portfolio, and capital prepayments and redemptions from the Borrowers other than those received at the expected term end date of the loan.</p> |
| <p>Monthly Constant Prepayment Rate (CPR)</p> | <p>Monthly CPR means the total unscheduled prepayments received during the period divided by the aggregate current balance of the loans comprised in the mortgage portfolio at the beginning of the period. Unscheduled prepayments comprise redemptions from the Borrowers other than those received at the expected term end date of the loan.</p> |
| <p>Monthly CPR Net of Repurchased Loans</p> | <p>Monthly CPR Net of Repurchased Loans means the total unscheduled prepayments plus the payments from the Originator for the repurchase of loans from the portfolio received during the period divided by the aggregate current balance of the loans comprised in the mortgage portfolio at the beginning of the period.</p> |
| <p>Total Redemption Rate (TRR)</p> | <p>Total Redemption Rate means the total scheduled repayments, unscheduled prepayments and the payments from the Originator for the repurchase of loans from the portfolio received during the period divided by the aggregate current balance of the loans comprised in the mortgage portfolio at the beginning of the period.</p> |

| | |
|-------------------------------------|--|
| Current Balance | <p>"Current Balance" for each Mortgage Loan means, at any given date, the aggregate balance of the amounts charged to the Mortgage Borrower's account in respect of a Mortgage Loan as at such date (but avoiding double counting) including:</p> <p>(a) the original principal amount advanced to the relevant Mortgage Borrower and any further amount (including any Further Advance or Flexible Drawing) advanced on or before the given date to the relevant Mortgage Borrower and secured or intended to be secured by the related Mortgage; and</p> <p>(b) any interest, disbursement, legal expense, fee, charge, rent, service charge, premium or payment which has been capitalised in accordance with the relevant Mortgage Conditions or with the relevant Mortgage Borrower's consent or capitalised in accordance with the Seller's normal charging practices and any applicable regulatory obligation and added to the amounts secured or intended to be secured by the related Mortgage; and</p> <p>(c) any other amount (including, for the avoidance of doubt, Accrued Interest and Arrears of Interest) which is due or accrued (whether or not due) and which has not been paid by the relevant Mortgage Borrower and has not been capitalised in accordance with the relevant Mortgage Conditions or with the relevant Mortgage Borrower's consent or in accordance with the Seller's normal charging practices and any applicable regulatory obligations but which is secured or intended to be secured by the related Mortgage, as at the end of the Business Day immediately preceding that given date, minus any repayment or payment of any of the foregoing made on or before the end of the Business Day immediately preceding that given date and excluding any Flexible Drawings or Further Advances committed to be made but not made by the end of the Business Day immediately preceding that given date.</p> |
| Defaulted Mortgage Loan | <p>"Defaulted Mortgage Loan" means any Mortgage Loan with MIA equal to or greater than three.</p> |
| Current Indexed Loan to Value Ratio | <p>"Current Indexed Loan to Value Ratio" means, in respect of a Mortgage Loan, the Current Balance of that Mortgage Loan divided by the Indexed Valuation of the Property in respect of that Mortgage Loan.</p> |

| | |
|-------------------|---|
| Indexed Valuation | "Indexed Valuation" on any day, the then most recent valuation of a Property securing the Mortgage Loan indexed using the regional quarterly non-seasonally adjusted Halifax House Price Index from the date of that most recent valuation until the most recent date for which the Halifax House Price Index is published by HBOS plc on their website http://www.lloydsbankinggroup.com/media1/research/halifax_hpi.asp or such other information service or website which publishes that index from time to time in place of HBOS. |
| Loan Seasoning | The number of months since the date of origination of the loan. |
| Remaining Term | The number of remaining years of the term of each loan. |
| Receiver of Rent | "Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Assets. |