

Issue Date	17 October 2019
Issuer	
Stock Exchange Listing	Irish Stock Exchange
Reporting Date (Collateral)	31 January 2024
Collection Period	1 January 2024 - 31 January 2024
Most Recent Note Interest Accrual Start Date	20 October 2023
Most Recent Note Interest Accrual End Date	22 January 2024
Number of Days in the Interest Period	94
Most Recent Interest Payment Date	22 January 2024
Next Note Interest Accrual Start Date	22 January 2024
Next Note Interest Accrual End Date	22 April 2024
Next Number of Days in the Interest Period	91
Next Interest Payment Date	22 April 2024

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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

Bloomberg Ticker

TPMF2019-A13X

A13 - Post-Closing Date Disclosure

On the Closing Date, CERH (directly or through its wholly owned subsidiary) will hold the economic exposure to the EU Retention Notes issued by the Issuer for the purposes of the European Union Retention Requirement. CERH as Retention Holder will undertake to retain (directly or through its wholly owned subsidiary) the economic exposure to the EU Retention Notes for the life of the transaction either for its own account or for the account of its wholly owned subsidiary. The aggregate Principal Amount Outstanding of securities which CERH holds (or holds through its wholly owned subsidiary) the economic exposure to on the Closing Date is expected to be £72.645m being the EU Retention Notes which, together with 5 per cent. of the Class XB Certificates, constitutes the U.S. Required Risk Retention Interest.

A13 - Non-call announcement (29 September 2022)

Notice is hereby given that the Issuer understands that, given current market conditions, the Mortgage Portfolio Purchase Option Holders will not proceed with a refinancing of the Auburn 13 securitisation at this time and therefore the Notes will not be redeemed on their first optional redemption date (the "FORD"), being the Interest Payment Date falling in October 2022. The Mortgage Portfolio Purchase Option Holders will continue to explore a refinancing and the redemption of the Notes post-FORD on a subsequent Interest Payment Date in due course.

https://direct.euronext.com/api/PublicAnnouncements/RISDocument/A49179983%20Auburn%2013_RIS%20Announcement.pdf?id=a1b665a1-9bab-498b-b5af-

Mortgage Portfolio Purchase Announcement (25 January 2024)

NOTICE IS HEREBY GIVEN that the Issuer understands that the current expectation of the Mortgage Portfolio Purchase Option Holders is that they will each exercise the Mortgage Portfolio Purchase Options on the Interest Payment Date falling in April 2024. There can be no certainty as to whether the Mortgage Portfolio Purchase Option Holders will exercise the Mortgage Portfolio Purchase Options. The Mortgage Portfolio Purchase Option Holders' current expectations are subject to change and should not be construed as notice to exercise any rights in respect of such Mortgage Portfolio Purchase Options (which notice may or may not be given). In addition, the Issuer understands that it is the current expectation of the Mortgage Portfolio Purchase Option Holders that the Mortgage Portfolio may be repurchased on or prior to the quarterly Interest Payment Date falling in April 2024 and potentially combined into a single new securitisation financing with the mortgage portfolios held by (i) Towd Point Mortgage Funding 2018 – Auburn 12 PLC and/or (ii) Towd Point Mortgage Funding 2020 – Auburn 14 PLC. For the avoidance of doubt, however, there can be no certainty as to that and the Mortgage Portfolio Purchase Option Holders' current expectations are subject to change.

<https://direct.euronext.com/api/PublicAnnouncements/RISDocument/ANN130990.pdf?id=04fe7a00-4e89-4c2b-aa91-d3dc6532cccd>

Collection Period End Date

31 January 2024

Transaction Parties, Ratings & Triggers

		Current S&P/Fitch Short Term Rating	Current S&P/Fitch Long Term Rating	Applicable Trigger (loss of)	Consequences
Collection Account Bank	Barclays Bank PLC	A-1 F1	A+ A+	BBB+ (S&P) F2/BBB+ (Fitch)	(a) Appoint a replacement financial institution with the Collection Account Bank Rating to act as replacement Collection Account Bank which is a bank for the purposes of section 878 ITA 2007 and which will pay interest in relation to the Collection Account in the ordinary course of its business; (b) Procure that such financial institution enters into a replacement collection account agreement; (c) Procure that such financial institution enters into a deed on terms substantially similar to those set out in the Collection Account Declaration of Trust with respect to the replacement collection account; and (d) Procure that all amounts held on trust for the Issuer standing to the credit of the Collection Account are transferred to the replacement institution as soon as practicable or, where the Collection Account Bank ceases to have the Account Bank Rating, within 60 calendar days of such downgrade, in each case as prescribed and within the time limits as set out in the Servicing Agreement, transfer all Direct Debit mandates to such replacement collection account and procure that all Monthly Payments made by a Borrower under a payment arrangement other than the Direct Debiting Scheme are made to such replacement collection account from the date on which the replacement collection account is opened.
Issuer Account Bank	HSBC Bank plc	A-1 F1+	A+ AA-	A (S&P) F1/A (Fitch)	The Issuer shall use commercially reasonable efforts to close the account and transfer account to a successor institution within a period not exceeding 60 calendar days from the first day on which such downgrade occurred.
Liquidity Facility Provider	Wells Fargo Bank, N.A., London Branch	A-1 F1+	A+ AA-	A (S&P) F1/A (Fitch)	The Issuer must, 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 basis substantially on the same terms as the existing Liquidity Facility Agreement.
Issuer	Towd Point Mortgage Funding 2019 - Auburn 13 plc				
Holdings	Towd Point Mortgage Funding 2019 - Auburn 13 Holdings Limited				
Originator	Capital Home Loans Limited				
Seller, Legal Title Holder, Servicer and Cash Manager	Capital Home Loans Limited				
Seller	CERH GR2 Sub B.V.				
Back-up Servicer	Homeloan Management Limited				
Back-up Cash Manager	U.S. Bank Global Corporate Trust Limited				
Trustee	U.S. Bank Trustees Limited				
Principal Paying Agent, Agent Bank and the Registrar	Elavon Financial Services D.A.C UK Branch				
Corporate Services Provider and Back-up Servicer Facilitator	CSC Capital Markets UK Limited				
Share Trustee	CSC Corporate Services (UK) Limited				
Co - Sponsors	CERH and FirstKey Mortgage, LLC				

Available Funds of the Issuer at Most Recent Interest Payment Date - 22 January 2024

Available Revenue Receipts	£13,847,733.97	Available Principal Receipts	£28,076,900.40
(a) Revenue Receipts on the Mortgage Loans (excluding any PTSB Revenue Receipts) 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 8.13(c)(i) (Determinations and Reconciliations) on the relevant Interest Payment Date);	£13,413,320.36	(a) Principal Receipts on the Mortgage Loans (excluding any PTSB Principal Receipts) received during the three immediately preceding Collection Periods;	£28,076,900.40
(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;	£534,787.38	(b) amounts (if any) to be credited to the Principal Deficiency Ledger pursuant to items (4) and/or (5) and/or (7) and/or (9) and/or (11) and/or (13) and/or (15) of the Pre-Enforcement Revenue Priority of Payments and item (5) and (6) of the Pre-Enforcement Expenses Priority of Payments on such Interest Payment Date;	£0.00
(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) and	£0.00	(c) any amount to be applied as Available Principal Receipts in accordance with Condition 8.13(c)(i) (Determinations and Reconciliations); and	£0.00
(c) (B) on and from the Liquidity Facility Replacement Date, the Class A 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 (3) of the Pre-Enforcement Revenue Priority of Payments (disregarding items (5) to (9) of the Pre-Enforcement Expenses Priority of Payments without double-counting for the avoidance of doubt. If the LF Cancellation Date has not yet occurred the Class A Liquidity Reserve Fund Actual Amount will be applied first before any Liquidity Drawing is made;	£0.00	(d) on and from the earlier of the Final Rated Notes Redemption Date and the Final Maturity Date, amounts standing to the credit of the Excess Cashflow Reserve Fund (after applying the Excess Cashflow Reserve Fund in accordance with paragraph (e) of Available Revenue Receipts);	£0.00
(d) Principal Addition Amounts to be applied as Available Revenue Receipts (prior to the application of Liquidity Drawings and the Class A 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, but following the application of amounts standing to (i) the credit of the Class B Liquidity Reserve Fund where the Class B Notes are the Most Senior Class and (ii) the credit of the Class C Liquidity Reserve Fund where the Class C Notes are the Most Senior Class) to pay a PAA Deficit;	£0.00		
(e) amounts standing to the credit of the Excess Cashflow Reserve Fund up to (and including) the earlier of the Final Rated Notes Redemption Date and the Final Maturity Date, but only to the extent necessary (after applying all other Available Revenue Receipts, all amounts standing to the credit of the Class B Liquidity Reserve Fund in respect of the Class B Notes, all amounts standing to the credit of the Class C Liquidity Reserve Fund in respect of the Class C Notes and any Principal Addition Amounts to do so (assuming for the purpose of this paragraph (e) that paragraph (f) had not applied)) to pay items (6), (8), (10) and (12) of the Pre-Enforcement Revenue Priority of Payments;	£0.00		
(f) any amount applied as Available Revenue Receipts in accordance with Condition 8.13(c)(ii) (Determinations and Reconciliations);	£0.00		
(g) other net income of the Issuer received during the three immediately preceding Collection Periods (other than any Principal Receipts);	£11,995.61		
(h) (on and from the Class A Redemption Date), the amount by which the Expense Reserve Fund exceeds the amounts required to satisfy items (1) to (9) of the Pre-Enforcement Expenses Priority of Payments;	£0.00		
(i) any Excess Liquidity Amounts;	£0.00		
(j) amounts standing to the credit of the Class B Liquidity Reserve Fund up to (and including) the earlier of the Class B Redemption Date and the Final Maturity Date, to pay item (6) of the Pre-Enforcement Revenue Priority of Payments;	£0.00		
(k) amount standing to the credit of the Class C Liquidity Reserve Fund up to (and including) the earlier of the Class C Redemption Date and the Final Maturity Date, to pay item (8) of the Pre-Enforcement Revenue Priority of Payments;	£0.00		
(l) any Excess Class B Liquidity Amounts; and	£0.00		
(m) any Excess Class C Liquidity Amounts	£0.00		
Less		Less	
(n) Permitted Withdrawals;	£112,369.38	(e) the amount of Principal Receipts used during the three immediately preceding Collection Periods to fund the purchase of any Flexible Drawings but in an aggregate amount not exceeding	£0.00

Waterfall at Most Recent Interest Payment Date - 22 January 2024

Pre-Enforcement Expenses Priority of Payments

1. (i) 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 Applicable Servicer Fee Cap;	£466,807.38	3. 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 Facility Agreement, together with (if payable) VAT thereon (the "LFP Amount");	£19,025.33
1.(ii) 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 by which the BUS Original Amount exceeds the Applicable Servicer Fee Cap of the Back-Up Servicer;	£17,674.00	4. in or towards payment pro rata and pari passu of interest due and payable on the Class A1 Notes and the Class A2 Notes to the extent the aggregate of (i) all other Available Revenue Receipts, (ii) any Principal Addition Amounts, (iii) any Liquidity Facility Drawings and (iv) (on and from the Liquidity Facility Replacement Date) any Class A Liquidity Reserve Fund Actual Amounts are insufficient to provide for payment of such interest amounts;	£0.00
1.(iii) 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, together with (if payable) VAT thereon;	£600.00	5. to credit the Class A1 Principal Deficiency Sub-Ledger to the extent all other Available Revenue Receipts are insufficient to provide for the elimination of any debit thereon;	£0.00
1.(iv) any remuneration then due and payable to the Agent Bank, the 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, together with (if payable) VAT thereon;	£0.00	6. to credit the Class A2 Principal Deficiency Sub-Ledger to the extent all other Available Revenue Receipts are insufficient to provide for the elimination of any debit thereon;	£0.00
1.(v) 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, together with (if payable) VAT thereon;	£6,000.00	7. to credit the Class A Liquidity Reserve Fund up to the Liquidity Reserve Target;	£2,836.13
1.(vi) 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 Cash Manager in the immediately succeeding Interest Period under the provisions of the Back-Up Cash Management Agreement, together with (if payable) VAT thereon; and	£1,250.00	8. 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;	£0.00
1. (vii) 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 Declaration of Trust, the Account Bank Agreement or agreement governing the operation of any other account in the name for the Issuer, together with (if payable) VAT thereon;	£12,480.45	9. 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; and	£0.00
2. (i) 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, together with (if payable) VAT thereon;	£2,550.00	10. (on and from the Class A Redemption Date), any remaining amounts shall form part of Available Revenue Receipts .	£0.00
2. (ii) 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 Agreements, together with (if payable) VAT thereon;	£0.00		
2. (iii) 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; and	£89,479.49		
2. (iv) 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);	£250.00		
Total			£618,952.78

Waterfall at Most Recent Interest Payment Date - 22 January 2024

Pre-Enforcement Revenue Priority of Payments

1. to credit the Expense Reserve Fund up to the Aggregate Expense Compensation Fee;	£618,952.78	11. to credit the Class D Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon;	£0.00
2. to pay any LFP Amount to the extent that amounts standing to the credit of the Expense Reserve Fund are insufficient to pay such LFP Amount following the application of items (1) and (2) of the Pre-Enforcement Expenses Priority of Payments (the "LFP Excess Amount");	£0.00	12. in or towards payment pro rata and pari passu of interest due and payable on the Class E Notes;	£0.00
3. in or towards payment pro rata and pari passu of interest due and payable on the Class A1 Notes and the Class A2 Notes;	£11,307,859.20	13. to credit the Class E Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon	£0.00
4. to credit the Class A1 Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon;	£0.00	14. on and from the Liquidity Facility Replacement Date and after taking into account Available Principal Receipts to be applied on such Interest Payment Date in accordance with item (2) of the Pre-Enforcement Principal Priority of Payments, amounts to be credited to the Class A Liquidity Reserve Fund up to the Liquidity Reserve Target;	£0.00
5. to credit the Class A2 Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon;	£0.00	15. to credit the Class Z Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon;	£0.00
6. in or towards payment pro rata and pari passu of interest due and payable on the Class B Notes;	£916,222.08	16. in or towards payment of the Subordinated Servicing Fees in excess of the Servicer Fee Cap;	£0.00
7. to credit the Class B Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon;	£0.00	17. on and from the FORD up to the Final Rated Notes Redemption Date, 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;	£0.00
8. in or towards payment pro rata and pari passu of interest due and payable on the Class C Notes;	£487,503.12	18. in or towards payment pro rata and pari passu of interest due and payable on the Class XA Notes;	£0.00
9. to credit the Class C Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon;	£0.00	19. in or towards payment pro rata and pari passu of principal due and payable on the Class XA Notes until the Class XA Notes have been reduced to zero; and	£0.00
10. in or towards payment pro rata and pari passu of interest due and payable on the Class D Notes;	£517,196.79	20. to pay, pro rata and pari passu, the XB Payment due on the Class XB Certificates (which shall be zero in circumstances where the Issuer has insufficient proceeds available to meet its obligations under items (1) to (19) above).	£0.00
Total			£13,847,733.97

Waterfall at Most Recent Interest Payment Date - 22 January 2024

Pre-Enforcement Principal Priority of Payments

1. any Principal Addition Amounts to be applied to meet any PAA Deficit ;	£0.00	8. 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
2. on and from the Liquidity Facility Replacement Date up to and including the Class A Redemption Date (disregarding for these purposes any Class A Liquidity Reserve Fund Actual Amounts applied on that or any previous Interest Payment Date), to credit the Class A Liquidity Reserve Fund Ledger by an amount which, when aggregated with all other amounts credited to the Class A Liquidity Reserve Fund Ledger pursuant to item (14) of the Pre-Enforcement Revenue Priority of Payments, item (7) of Pre-Enforcement Expenses Priority of Payments or this item (2), is equal to the Liquidity Reserve Target;	£0.00	9. 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
3. (provided that on the immediately preceding Interest Payment Date after payment or application of funds, there was no debit recorded on the Class B Principal Deficiency Sub-Ledger) to credit the Class B Liquidity Reserve Fund up to the Class B Liquidity Reserve Fund Required Amount, taking into account any drawings to be made from the Class B Liquidity Reserve Fund on such Interest Payment Date;	£0.00	10. 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
4. (provided that on the immediately preceding Interest Payment Date after payment or application of funds, there was no debit recorded on the Class C Principal Deficiency Sub-Ledger) to credit the Class C Liquidity Reserve Fund up to the Class C Liquidity Reserve Fund Required Amount, taking into account any drawings to be made from the Class C Liquidity Reserve Fund on such Interest Payment Date;	£0.00	11. 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 reduced to zero;	£0.00
5. in or towards payment pro rata and pari passu of principal due and payable on the Class A1 Notes and , prior to the occurrence of a Class A2 PDL Trigger Event, the Class A2 Notes until the Class A1 Notes and, prior to the occurrence of a Class A2 PDL Trigger Event, the Class A2 Notes have been reduced to zero and provided that at all times any Available Principal Receipts constituting PDL Principal Receipts available for application pursuant to this item (5) shall be applied first to the Class A1 Notes until the Class A1 Notes have been reduced to zero and second to the Class A2 Notes until the Class A2 Notes have been reduced to zero;	£28,076,900.40	12. in or towards payment pro rata and pari passu of interest due and payable on the Class XA Notes;	£0.00
6. following the occurrence of a Class A2 PDL Trigger Event, 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	13. in or towards payment pro rata and pari passu of principal due and payable on the Class XA Notes until the Class XA Notes have been reduced to zero; and	£0.00
7. 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	14. in or towards payment pro rata and pari passu of the XB Payment on the Class XB Certificates (which shall be zero in circumstances where the Issuer has insufficient proceeds available to meet its obligations under items (1) to (13) above).	£0.00
Total			£28,076,900.40

Notes - Closing Date - 17 October 2019

Current IPD
22-Jan-2024

Class	ISIN (RegS / 144a)	Original Balance	Outstanding Principal Brought Forward	Principal Repayment	Repayment per note	Outstanding Principal Carried Forward	Reference Rate	Margin	Step-Up Margin	Coupon Reference Rate	Coupon Note Rate	Interest Due on IPD	Interest Paid on IPD	Deferred Interest	Deferred Interest Brought Forward	Additional Interest Due	Deferred Interest Paid	Cumulative Deferred Interest
A1	XS2053911181 / XS2053911264	£1,245,168,000.00	£647,836,007.04	£27,206,920.80	£21.85	£620,629,086.24	Compounded Daily SONIA	0.900%	1.350%	5.22122%	6.57122%	£10,957,478.40	£10,957,478.40	£0.00	£0.00	£0.00	£0.00	£0.00
A2	XS2062950311 / XS2062950584	£39,816,000.00	£20,715,468.48	£869,979.60	£21.85	£19,845,488.88	Compounded Daily SONIA	0.900%	1.350%	5.22122%	6.57122%	£350,380.80	£350,380.80	£0.00	£0.00	£0.00	£0.00	£0.00
B	XS2053911348 / XS2053911421	£50,676,000.00	£50,676,000.00	£0.00	£0.00	£50,676,000.00	Compounded Daily SONIA	1.200%	1.800%	5.22122%	7.02122%	£916,222.08	£916,222.08	£0.00	£0.00	£0.00	£0.00	£0.00
C	XS2053911850 / XS2053911934	£25,338,000.00	£25,338,000.00	£0.00	£0.00	£25,338,000.00	Compounded Daily SONIA	1.500%	2.250%	5.22122%	7.47122%	£487,503.12	£487,503.12	£0.00	£0.00	£0.00	£0.00	£0.00
D	XS2053912155 / XS2053912239	£21,718,000.00	£21,718,000.00	£0.00	£0.00	£21,718,000.00	Compounded Daily SONIA	1.850%	2.775%	5.22122%	7.99622%	£447,173.62	£447,173.62	£0.00	£1,885,804.45	£38,008.12	£70,023.17	£1,853,789.40
E	XS2053912312 / XS2053913393	£14,479,000.00	£14,479,000.00	£0.00	£0.00	£14,479,000.00	Compounded Daily SONIA	2.100%	3.100%	5.22122%	8.32122%	£310,284.97	£0.00	£310,284.97	£1,341,759.86	£28,753.90	£0.00	£1,680,798.73
Z	XS2053913716 / XS2053913807	£50,676,000.00	£50,676,000.00	£0.00	£0.00	£50,676,000.00	N/A	N/A	N/A	N/A	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
XA	XS2053913989 / XS2053914011	£5,000,000.00	£0.00	£0.00	£0.00	£0.00	Compounded Daily SONIA	2.500%	2.500%	5.22122%	7.72122%	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
XB		£0.00	£0.00	£0.00	£0.00	£0.00	XB Payments	N/A	N/A	N/A	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
		£1,452,871,000.00	£831,438,475.52	£28,076,900.40		£803,361,575.12						£13,469,042.99	£13,158,758.02	£310,284.97	£3,227,564.31	£66,762.02	£70,023.17	£3,534,588.13

Note 1 : Denomination is £1,000 per note.

Note 2 : The Interest Payable at next IPD is unavailable as the Reference Rate is only capable of being determined at the end of the relevant Interest Period and immediately prior to the relevant Interest Payment Date.

Liquidity Facility

Liquidity Reserve Target	Required Amount	Drawn Amount	Undrawn Amount
At Transaction Close	£21,844,728.00	0.00	£21,844,728.00
At Current IPD	£11,365,375.08	0.00	£11,365,375.08
At Next IPD	£10,888,067.78	0.00	£10,888,067.78

Liquidity Reserve Target is 1.70 per cent. of the aggregate Principal Amount Outstanding of the Class A Notes

Issuer's Ledgers

	Principal	Revenue	Class A Liquidity Reserve Fund	Liquidity Standby	Excess Cashflow Reserve	Expense Reserve Fund	Issuer Profit	Principal Deficiency	Class B Liquidity Reserve Fund	Class C Liquidity Reserve Fund
At Transaction Close	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£886,830.00	£506,760.00
Required Amount									£886,830.00	£506,760.00
Brought forward 20 October 2023	£0.00	£0.00	£1,485,649.31	£0.00	£0.00	£0.00	£28,527.50	£3,717,348.21	£886,830.00	£506,760.00
Debits	£28,076,900.40	£13,413,320.36	£0.00	£0.00	£0.00	£618,952.78	£0.00	£190,593.73	£0.00	£0.00
Credits	£28,076,900.40	£13,413,320.36	£2,836.13	£0.00	£0.00	£618,952.78	£250.00	£0.00	£0.00	£0.00
Carried forward 22 January 2024	£0.00	£0.00	£1,488,485.44	£0.00	£0.00	£0.00	£28,777.50	£3,907,941.94	£886,830.00	£506,760.00

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	£3,717,348.21	£190,593.73	£0.00	£3,907,941.94
	£3,717,348.21	£190,593.73	£0.00	£3,907,941.94

Notes - Ratings & Legal

Maturities

Class	S&P/Fitch - Ratings at Closing	S&P/Fitch Ratings at End of Period	Legal Maturities	Currency	Pool Factor Brought Forward	Pool Factor Carried Forward
A1	AAAsf/AAAsf	AAAsf/AAAsf	20 July 2045	GBP	0.520280	0.498430
A2	AAAsf/AAAsf	AAAsf/AAAsf	20 July 2045	GBP	0.520280	0.498430
B	AAsf/AAsf	AAsf/AAsf	20 July 2045	GBP	1.000000	1.000000
C	A+sf/AAsf	A+sf/AAsf	20 July 2045	GBP	1.000000	1.000000
D	Asf/BB+sf	Asf/BB+sf	20 July 2045	GBP	1.000000	1.000000
E	BBBsf/BSf	BBBsf/BSf	20 July 2045	GBP	1.000000	1.000000
Z	Not rated	Not rated	20 July 2045	GBP	1.000000	1.000000
XA	Not rated	Not rated	20 July 2045	GBP	0.000000	0.000000
XB	Not rated	Not rated	20 July 2045	GBP	1.000000	1.000000

Collection Period Start Date 01 January 2024
Collection Period End Date 31 January 2024

Key Mortgage Pool Summary **

Current Balance at Closing Date	£1,447,984,057.00
Current Balance at the Start of Collection Period	£802,458,484.83
Current Balance at End of Collection Period	£791,241,776.15
Number of Primary Mortgage Accounts at Closing Date	10,737
Number of Primary Mortgage Accounts at the Start of Collection Period	5,916
Number of Primary Mortgage Accounts at End of Collection Period	5,839
Average Loan Size at Closing Date	£134,859.28
Average Loan Size at End of Collection Period	£135,509.81
Number of Borrowers at Closing Date	8,449
Number of Borrowers at the Start of Collection Period	4,591
Number of Borrowers at End of Collection Period	4,535
Weighted Average Indexed LTV	50.66%
Interest Collection Received in Period	£4,417,960.20
Scheduled Repayments Received in Period *	£2,652,817.68
Unscheduled Repayments Received in Period	£8,669,973.79

Constant Prepayment Rates & Total Repayment Rates

	Period Rate	Period Rate Annualised
Current Monthly CPR Rate	1.08%	12.22%
Current Quarterly CPR Rate	2.91%	11.14%
Current Monthly CPR Net of Repurchased Loans	1.08%	12.22%
Current Quarterly CPR Net of Repurchased Loans	2.91%	11.14%
Total Monthly Repayment Rate (TRR)	1.41%	15.67%
Total Quarterly Repayment Rate (TRR)	3.66%	13.86%

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

** The Mortgage Loans referenced in this summary overview include the five Irish Permanent Mortgage Loans assigned to the Issuer in accordance with the Warehouse Mortgage Sale Agreement but in respect of which no value will be attributed in determining the purchase price of the Mortgage Portfolio. At closing the current balance of these loans was £112,337.71.

Portfolio Performance

Collection Period End: 31 January 2024

Power of Sale Receiver of Rent and Possession Properties	Total Balance £	Number of Accounts
Balance at the Start of the Period	9,670,193.24	71
New additions in the Period	2,828,164.35	22
Other movements in the Period	76,441.89	
Sold in the Period	(578,585.78)	(8)
Released back to Customer in Period	0.00	0
Balance at the End of the Period	11,996,213.70	85

Sold Properties	Total Balance £	Number of Accounts
Balance at the Start of the Period	21,554,263.51	151
Properties Sold in Period	578,585.78	8
Balance at the End of the Period	22,132,849.29	159

Recoveries from Sold Properties	Total Balance £	Number of Accounts
Recoveries from the Sales Proceeds at the Start of the Period	17,320,903.50	148
Recoveries from the Sales Proceeds in Period	424,870.99	8
Post Sales Further Recoveries	24,765.16	
Recoveries from the Sales Proceeds at the End of the Period	17,770,539.65	156
	% of Total	
Recovery in Period as Percentage of Current Balance at Sale	73.43%	
Cumulative Recovery as Percentage of Current Balance at Sale	80.29%	

Portfolio Performance

Collection Period End: 31 January 2024

Losses from Sold Properties	Total Balance £	Number of Accounts
Incurred Losses as Shortfall from Sales Proceeds at the Start of the Period	4,653,363.15	108
Incurred Losses as Shortfall from Sales Proceeds in Period	153,714.79	8
Incurred Further Losses as Shortfall post Sales Proceeds in Period	0.00	
Incurred Losses as Shortfall from Sales Proceeds at the End of the Period	4,807,077.94	116
	% of Total	
Average Loss Severity in the Period	26.57%	
Weighted Average Loss Severity	21.72%	

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

Pool Table

Collection Period End: 31 January 2024

Current Balances

Range (£000s)	Aggregate Current Balance	% of Total	Number of Accounts	% of Total
< 50	£17,690,353.54	2.24%	674	11.54%
50 - < 100	£142,419,367.98	18.00%	1,842	31.56%
100 - < 150	£192,684,291.30	24.35%	1,582	27.09%
150 - < 200	£135,637,850.78	17.14%	792	13.56%
200 - < 300	£147,467,136.90	18.64%	617	10.57%
300 - < 400	£54,128,994.06	6.84%	159	2.72%
400 - < 500	£33,493,542.61	4.23%	76	1.30%
≥ 500	£67,720,238.98	8.56%	97	1.66%
Total	£791,241,776.15	100.00%	5,839	100.00%

Maximum: £2,039,635.18

Minimum: £132.48

Average: £135,509.81

Pool Table

Collection Period End: 31 January 2024

Indexed LTVs *

Range (%)	Aggregate Current Balance	% of Total	Number of Accounts	% of Total
0 - < 10	£3,931,375.89	0.50%	253	4.33%
10 - < 20	£14,166,396.04	1.79%	305	5.22%
20 - < 30	£22,899,478.27	2.89%	280	4.80%
30 - < 40	£74,693,775.47	9.44%	474	8.12%
40 - < 50	£240,690,253.21	30.42%	1,321	22.62%
50 - < 60	£278,516,960.69	35.21%	1,864	31.93%
60 - < 70	£127,896,671.18	16.16%	1,082	18.53%
70 - < 80	£25,108,026.53	3.17%	237	4.06%
80 - < 90	£2,596,124.45	0.33%	20	0.34%
90 - < 100	£510,879.67	0.06%	2	0.03%
≥ 100	£231,834.75	0.03%	1	0.02%
Total	£791,241,776.15	100.00%	5,839	100.00%

Maximum: 123.10%
Minimum: 0.01%
Weighted Ave: 50.66%

*Indexed by Nationwide House Price Index, "Regional Quarterly Indices (Post '73)"

Pool Table

Collection Period End: 31 January 2024

Arrears

Months	Aggregate Current Balance	% of Total	Number of Accounts	% of Total
0	£703,182,091.09	88.87%	5,278	90.40%
> 0 and < 1	£18,913,586.79	2.39%	124	2.12%
1	£7,031,335.43	0.89%	49	0.84%
> 1 and < 2	£7,231,559.09	0.91%	62	1.06%
2	£3,307,427.17	0.42%	20	0.34%
> 2 and < 3	£8,699,497.25	1.10%	62	1.06%
3	£1,709,352.61	0.22%	14	0.24%
> 3 and < 6	£12,872,663.45	1.63%	80	1.37%
6	£0.00	0.00%	0	0.00%
> 6 and < 9	£9,548,771.92	1.21%	46	0.79%
9	£0.00	0.00%	0	0.00%
> 9 and < 12	£9,850,810.09	1.24%	60	1.03%
≥ 12	£8,894,681.26	1.12%	44	0.75%
Total	£791,241,776.15	100.00%	5,839	100.00%
New Default in Period (≥ 3)	£2,993,060.49	0.38%	22	0.38%
Cumulative Current Default (≥ 3)	£42,876,279.33	5.42%	244	4.18%

Pool Table

Collection Period End: 31 January 2024

Geographical Breakdown

Region	Aggregate Current Balance	% of Total	Number of Accounts	% of Total
East Anglia	£23,487,097.89	2.97%	176	3.01%
East Midlands	£44,711,891.05	5.65%	403	6.90%
North East	£23,314,748.46	2.95%	256	4.38%
North West	£81,642,733.53	10.32%	821	14.06%
Northern Ireland	£16,308,283.02	2.06%	225	3.85%
Scotland	£0.00	0.00%	0	0.00%
Greater London	£231,796,562.06	29.30%	1,143	19.59%
South East	£171,557,503.58	21.68%	1,088	18.63%
South West	£64,266,701.00	8.12%	455	7.79%
Wales	£25,497,966.83	3.22%	230	3.94%
West Midlands	£49,360,342.35	6.24%	460	7.88%
Yorkshire & Humberside	£59,297,946.38	7.49%	582	9.97%
Total	£791,241,776.15	100.00%	5,839	100.00%

Seasoning

Range (Months)	Aggregate Current Balance	% of Total	Number of Accounts	% of Total
< 84	£0.00	0.00%	0	0.00%
84 - < 108	£0.00	0.00%	0	0.00%
108 - < 132	£271,534.97	0.03%	3	0.05%
132 - < 156	£35,725.31	0.00%	1	0.02%
≥ 156	£790,934,515.87	99.97%	5,835	99.93%
Total	£791,241,776.15	100.00%	5,839	100.00%

Maximum: 308.19 Months
Minimum: 114.67 Months
Weighted Ave: 206.58 Months

Pool Table

Collection Period End: 31 January 2024

Remaining Term

Range (Years)	Aggregate Current Balance	% of Total	Number of Accounts	% of Total
< 5	£353,260,594.67	44.65%	2,593	44.41%
5 - < 10	£424,854,275.45	53.69%	3,145	53.86%
10 - < 15	£10,433,453.53	1.32%	83	1.42%
15 - < 20	£2,693,452.50	0.34%	18	0.31%
20 - < 25	£0.00	0.00%	0	0.00%
≥ 25	£0.00	0.00%	0	0.00%
Total	£791,241,776.15	100.00%	5,839	100.00%

Maximum: 19.28 Years
Minimum: 0.01 Years
Weighted Ave: 5.58 Years

Loan Purpose

Purpose	Aggregate Current Balance	% of Total	Number of Accounts	% of Total
*Purchase	£373,207,648.12	47.17%	3,123	53.49%
Remortgage	£418,034,128.03	52.83%	2,716	46.51%
Total	£791,241,776.15	100.00%	5,839	100.00%

* Includes Equity Release

Pool Table

Collection Period End: 31 January 2024

Repayment Method

Method	Aggregate Current Balance	% of Total	Number of Accounts	% of Total
Repayment	£19,713,479.87	2.49%	577	9.88%
Partial Interest Only	£1,902,351.70	0.24%	17	0.29%
Interest Only	£769,625,944.58	97.27%	5,245	89.83%
Total	£791,241,776.15	100.00%	5,839	100.00%

Product type

Type	Aggregate Current Balance	% of Total	Number of Accounts	% of Total
Fixed	£0.00	0.00%	0	0.00%
SVR	£5,810,132.59	0.73%	78	1.34%
BBR	£785,431,643.56	99.27%	5,761	98.66%
Total	£791,241,776.15	100.00%	5,839	100.00%

Pool Table

Collection Period End: 31 January 2024

Interest Rate (%)

Rate (%)	Aggregate Current Balance	% of Total	Number of Accounts	Number of Accounts
0 - < 1	£673,905.13	0.09%	3	0.05%
1 - < 2	£0.00	0.00%	0	0.00%
2 - < 3	£0.00	0.00%	0	0.00%
3 - < 4	£0.00	0.00%	0	0.00%
4 - < 5	£20,016.10	0.00%	1	0.02%
5 - < 6	£58,505,678.15	7.39%	445	7.62%
6 - < 7	£643,925,689.92	81.38%	4,780	81.86%
≥ 7	£88,116,486.85	11.14%	610	10.45%
Total	£791,241,776.15	100.00%	5,839	100.00%

Maximum: 11.00%
Minimum: 4.85%
Weighted Ave: 6.71%
Current CHL SVR: 10.00%

Buy-to-Let / Owner Occupied

Type	Aggregate Current Balance	% of Total	Number of Accounts	% of Total
Buy-to-Let	£753,963,225.21	95.29%	5,552	95.08%
Owner Occupied	£37,278,550.94	4.71%	287	4.92%
Total	£791,241,776.15	100.00%	5,839	100.00%

Self-Cert / Non Self-Cert

Type	Aggregate Current Balance	% of Total	Number of Accounts	% of Total
Self-Cert	£34,108,995.39	4.31%	218	3.73%
Non Self-Cert	£757,132,780.76	95.69%	5,621	96.27%
Total	£791,241,776.15	100.00%	5,839	100.00%

Pool Table

Collection Period End: 31 January 2024

Flexible/ Non Flexible

Type	Aggregate Current Balance	% of Total	Number of Accounts	% of Total
Flexible	£187,399,047.30	23.68%	1,581	27.08%
Non Flexible	£603,842,728.85	76.32%	4,258	72.92%
Total	£791,241,776.15	100.00%	5,839	100.00%

Employment Status

Type	Aggregate Current Balance	% of Total	Number of Accounts	% of Total
Employed	£214,637,382.74	27.13%	1,786	30.59%
Self-employed	£437,162,732.45	55.25%	3,083	52.80%
Legal Entity	£139,441,660.96	17.62%	970	16.61%
Total	£791,241,776.15	100.00%	5,839	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> <p>(a) the aggregate amounts which are due and payable by the relevant Mortgage Borrower under such Mortgage Loan but which remain unpaid, less</p> <p>(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> <p>"MIA" means a ratio calculated with respect to a Mortgage Loan as at the MIA Relevant Time representing:</p> <p>(a) the Arrears Amount as at the MIA Relevant Time, divided by</p> <p>(b) the current Mortgage Instalment.</p> <p>"MIA Relevant Time" means close of business on the last working day of a calendar month.</p>
Unscheduled Repayments Received in Period	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.
Monthly Constant Prepayment Rate (CPR)	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.
Monthly CPR Net of Repurchased Loans	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.
Total Redemption Rate (TRR)	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.

Glossary

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	"Defaulted Mortgage Loan" means any Mortgage Loan with MIA equal to or greater than three.
Current Indexed Loan to Value Ratio	"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.

Glossary

Indexed Valuation	"Indexed Valuation" on any day, the then most recent valuation of a Property securing the Mortgage Loan indexed using the latest Nationwide House Price Index, "Regional Quarterly Indices (Post '73) from the date of that most recent valuation until the most recent date for which the Nationwide House Price Index or such other information service or website which publishes that index from time to time is in place of Nationwide.
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.