

## IMPORTANT NOTICE

### NOT FOR DISTRIBUTION TO ANY U.S. PERSON OR TO ANY PERSON OR ADDRESS IN THE U.S.

**IMPORTANT: You must read the following before continuing.** The following applies to the prospectus (the "**Prospectus**") attached to this electronic transmission, and you are therefore advised to read this carefully before reading, accessing or making any other use of the Prospectus. In accessing the Prospectus, you agree to be bound by the following terms and conditions, including any modifications to them at any time you receive any information from us as a result of such access.

NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY THE SECURITIES OF THE ISSUER IN THE UNITED STATES OR ANY OTHER JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. THE NOTES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE NOTES MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT), EXCEPT IN CERTAIN TRANSACTIONS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE OR LOCAL SECURITIES LAWS. THE FOLLOWING PROSPECTUS MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER AND, IN PARTICULAR, MAY NOT BE FORWARDED TO ANY U.S. PERSON OR TO ANY U.S. ADDRESS. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THIS DOCUMENT IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS.

EXCEPT WITH PRIOR CONSENT OF MOTONOVO FINANCE LIMITED ("**U.S. RISK RETENTION WAIVER**") AND WHERE SUCH SALE FALLS WITHIN THE EXEMPTION PROVIDED BY SECTION 20 OF THE FINAL RULES PROMULGATED UNDER SECTION 15G OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED (THE "**U.S. RISK RETENTION RULES**"), THE NOTES OFFERED AND SOLD BY THE ISSUER MAY NOT BE PURCHASED BY, OR FOR THE ACCOUNT OR BENEFIT OF, ANY "U.S. PERSON" AS DEFINED IN THE U.S. RISK RETENTION RULES ("**RISK RETENTION U.S. PERSONS**"). PROSPECTIVE INVESTORS SHOULD NOTE THAT THE DEFINITION OF "U.S. PERSON" IN THE U.S. RISK RETENTION RULES IS SUBSTANTIALLY SIMILAR TO, BUT NOT IDENTICAL TO, THE DEFINITION OF "U.S. PERSON" IN REGULATION S. EACH PURCHASER OF NOTES, INCLUDING BENEFICIAL INTERESTS THEREIN, WILL BE DEEMED TO HAVE MADE CERTAIN REPRESENTATIONS AND AGREEMENTS, INCLUDING THAT IT (1) IS NOT A RISK RETENTION U.S. PERSON (UNLESS IT HAS OBTAINED THE PRIOR CONSENT OF MOTONOVO FINANCE LIMITED), (2) IS ACQUIRING SUCH NOTE OR A BENEFICIAL INTEREST THEREIN FOR ITS OWN ACCOUNT AND NOT WITH A VIEW TO DISTRIBUTE SUCH NOTE, AND (3) IS NOT ACQUIRING SUCH NOTE OR A BENEFICIAL INTEREST THEREIN AS PART OF A SCHEME TO EVADE THE REQUIREMENTS OF THE U.S. RISK RETENTION RULES.

THE NOTES ARE NOT INTENDED TO BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO AND SHOULD NOT BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO ANY RETAIL INVESTOR IN THE EUROPEAN ECONOMIC AREA ("**EEA**") OR THE UNITED KINGDOM ("**UK**") FOR THESE PURPOSES, A RETAIL INVESTOR MEANS A PERSON WHO IS ONE (OR MORE) OF: (I) A RETAIL CLIENT AS DEFINED IN POINT (11) OF ARTICLE 4(1) OF DIRECTIVE 2014/65/EU (AS AMENDED, "**MIFID II**"); (II) A CUSTOMER WITHIN THE MEANING OF DIRECTIVE (EU) 2016/97 (AS AMENDED, THE "**INSURANCE DISTRIBUTION DIRECTIVE**"), WHERE THAT CUSTOMER WOULD NOT QUALIFY AS A PROFESSIONAL CLIENT AS DEFINED IN POINT (10) OF ARTICLE 4(1) OF MIFID II; OR (III) A PERSON WHO IS NOT A QUALIFIED INVESTOR AS DEFINED IN ARTICLE 2(E) OF REGULATION (EU) 2017/1129 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL OF 14 JUNE 2017 (AS AMENDED, THE "**PROSPECTUS REGULATION**"). CONSEQUENTLY, NO KEY INFORMATION DOCUMENT REQUIRED BY REGULATION (EU) NO 1286/2014 (AS AMENDED, THE "**PRIIPS REGULATION**") FOR OFFERING OR SELLING THE NOTES OR OTHERWISE MAKING THEM AVAILABLE TO RETAIL INVESTORS IN THE EEA OR THE UK HAS BEEN PREPARED AND THEREFORE OFFERING OR SELLING THE NOTES OR OTHERWISE MAKING THEM AVAILABLE TO ANY RETAIL INVESTOR IN THE EEA OR THE UK MAY BE UNLAWFUL UNDER THE PRIIPS REGULATION.

MIFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET – SOLELY FOR THE PURPOSES OF EACH MANUFACTURER'S PRODUCT APPROVAL PROCESS, THE TARGET MARKET ASSESSMENT IN RESPECT OF THE NOTES HAS LED TO THE CONCLUSION THAT: (I) THE TARGET MARKET FOR THE NOTES IS ELIGIBLE COUNTERPARTIES AND PROFESSIONAL CLIENTS ONLY, EACH AS DEFINED IN MIFID II; AND (II) ALL CHANNELS FOR DISTRIBUTION OF THE NOTES TO ELIGIBLE COUNTERPARTIES AND PROFESSIONAL CLIENTS ARE APPROPRIATE. ANY PERSON SUBSEQUENTLY OFFERING, SELLING OR RECOMMENDING THE NOTES (A DISTRIBUTOR) SHOULD TAKE INTO CONSIDERATION THE MANUFACTURERS' TARGET MARKET ASSESSMENT; HOWEVER, A DISTRIBUTOR SUBJECT TO MIFID II IS RESPONSIBLE FOR UNDERTAKING ITS OWN TARGET MARKET ASSESSMENT IN RESPECT OF THE NOTES (BY EITHER ADOPTING OR REFINING THE MANUFACTURERS' TARGET MARKET ASSESSMENT) AND DETERMINING APPROPRIATE DISTRIBUTION CHANNELS.

This Prospectus has been delivered to you on the basis that you are a person into whose possession this Prospectus may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorised to, deliver this Prospectus to any other person. In order to be eligible to view this Prospectus or make an investment decision with respect to the securities, investors must not be U.S. persons (within the meaning of Regulation S under the Securities Act). This Prospectus is being sent at your request and, by accessing the Prospectus, you shall be deemed to have confirmed and represented to us that (i) you have understood and agree to the terms set out herein; (ii) you consent to delivery of the Prospectus by electronic transmission; (iii) you are not a U.S. person (within the meaning of Regulation S under the Securities Act) or acting for the account or benefit of a U.S. person and the electronic mail address that you have given to us and to which this e-mail has been delivered is not located in the United States, its territories and possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands) or the District of Columbia; (iv) if you are a person in the UK, then you are a person who (A) has professional experience in matters relating to investments within Article 19 of the Financial Services and Markets Act (Financial Promotion) Order 2005 (the "**FPO**") or (B) is a high net worth entity falling within Article 49(2)(a) to (d) of the FPO; (v) if you are a person in the UK or the EEA, then you are not a retail investor (as defined above); and (vi) if you are a person located in the UK or in an EU Member State, that you are a qualified investor as defined in the Prospectus Regulation.

This Prospectus has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently none of Turbo Finance 9 plc (the "**Issuer**"), Turbo Holdings Limited ("**Holdings**"), the Arrangers, the Trustee, the Interest Rate Swap Counterparty, the Joint Lead Managers (as defined herein) nor any person who controls any of them respectively (nor any director, officer, employee or agent of it or affiliate of any such person) accepts any liability or responsibility whatsoever in respect of any difference between the prospectus distributed to you in electronic format and the hard copy version available to you on request from Turbo Finance 9 plc, Turbo Holdings Limited, the Arrangers, the Interest Rate Swap Counterparty or the Joint Lead Managers (as defined herein).

## TURBO FINANCE 9 PLC

*(Incorporated under the laws of England and Wales with limited liability  
under registered number 12406043, LEI: 2138005K8DSDBQA9NT19)*

Notes	Principal Amount	Issue Price	Interest Rate/Reference Rate	Relevant Margin	Final Maturity Date	Ratings
Class A	£493,272,000	100%	Compounded Daily SONIA + Relevant Margin	0.83% per annum	The Payment Date falling in August 2028	AAA by S&P and Aaa by Moody's
Class B	£26,269,000	100%	Compounded Daily SONIA + Relevant Margin	1.65% per annum	The Payment Date falling in August 2028	AA by S&P and Aa2 by Moody's
Class C	£29,188,000	100%	Compounded Daily SONIA + Relevant Margin	2.00% per annum	The Payment Date falling in August 2028	A by S&P and A3 by Moody's
Class D	£11,675,000	100%	Compounded Daily SONIA + Relevant Margin	2.30% per annum	The Payment Date falling in August 2028	A- by S&P and Baa3 by Moody's
Class E	£14,594,000	100%	Compounded Daily SONIA + Relevant Margin	5.00% per annum	The Payment Date falling in August 2028	BB- by S&P and Ba2 by Moody's
Class F	£8,756,000	100%	Compounded Daily SONIA + Relevant Margin	7.00% per annum	The Payment Date falling in August 2028	No rating
Class X	£23,350,000	100%	Compounded Daily SONIA + Relevant Margin	5.00% per annum	The Payment Date falling in August 2028	B- by S&P and Ba3 by Moody's
Residual Certificates	N/A	N/A	N/A	N/A	N/A	No rating

<b>Issue Date</b>	The Issuer expects to issue the Notes in the classes set out above on 8 October 2020 (the " <b>Closing Date</b> "). The Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes are together referred to in this Prospectus as the " <b>Collateralised Notes</b> ". The Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class X Notes are together referred to in this Prospectus as the " <b>Notes</b> ".
<b>Underlying Assets</b>	The Issuer will make payments on the Notes from, <i>inter alia</i> , payments of principal and revenue received from a portfolio comprising hire purchase agreements (including personal contract purchase contracts) originated by MotoNovo Finance Limited (" <b>MNF</b> ", the " <b>Seller</b> " and the " <b>Originator</b> ") which will be purchased by the Issuer on the Closing Date (the " <b>Initial Purchased Receivables Pool</b> ") and on any subsequent Further Purchase Date during the Revolving Period (the " <b>Further Purchased Receivables</b> "). These hire purchase agreements (including personal contract purchase agreements) provide for equal monthly payments over the term of the contract and, in some cases, an additional larger "balloon" payment at the end of the term. See the sections entitled " <i>Description of the Purchased Receivables</i> " and " <i>The Provisional Portfolio</i> " for more information.
<b>Credit Enhancement</b>	<p>Subordination of junior ranking Collateralised Notes. The Class X Notes may be repaid in priority to more senior ranking Notes, pursuant to the operation of the Pre-Enforcement Interest Priority of Payments. Following the termination of the Revolving Period, payments of principal on the Notes will be made in sequential order at all times.</p> <p>Cash Reserve Account, funded from the proceeds of the issue of the Notes on the Closing Date in an amount of £5,195,410 (being equal to 1.0% of the aggregate current Principal Amount Outstanding of the Class A Notes and the Class B Notes) (the "<b>Initial Cash Reserve Amount</b>"), which will be amortising subject to a minimum of £2,918,770.</p> <p>The Issuer may apply the Cash Reserve Amount (i) to the extent that there is a Transaction Costs Deficit in respect of the payment of items (a) to (h) of the Pre-Enforcement Interest Priority of Payments and to the extent there is a Class A and Class B Revenue Deficit in respect of the payment of interest on the Class A Notes or the Class B Notes, provided that no Cash Reserve Amount may be applied to cure a Class A and Class B Revenue Deficit in respect of the payment</p>

	<p>of interest on the Class B Notes unless the Class B PDL Condition is satisfied and (ii) after the Class B Redemption Date only, to the extent that there is a Transaction Costs Deficit.</p> <p>Following the application of the Cash Reserve Amount to cover any Class A and Class B Revenue Deficit or Transaction Costs Deficit as described above, the Issuer may apply the Principal Addition Amounts in order to cure any Senior Expenses Deficit.</p> <p>Through the Principal Deficiency Ledger, each Class of Collateralised Notes will also benefit from credit enhancement in the amount by which Available Revenue Receipts exceed the amounts required to pay interest on the relevant Class of Collateralised Notes and all other amounts ranking in priority thereto in accordance with the Pre-Enforcement Interest Priority of Payments.</p> <p>In the case of the Class X Notes, principal payments will benefit from credit enhancement in the amount by which Available Revenue Receipts exceed the amount required to pay interest on the Class X Notes and all other amounts ranking in priority thereto in accordance with the Pre-Enforcement Interest Priority of Payments.</p> <p>See the section entitled "<i>Credit Structure and Cashflow</i>" for more information.</p>
<b>Redemption Provisions</b>	<p>Information on any optional and mandatory redemption of the Notes is summarised on pages 57 to 59 (<i>Transaction Overview - Summary of the Terms and Conditions of the Notes and Residual Certificates</i>) and set out in full in Condition 7 (<i>Redemption and cancellation</i>).</p>
<b>Credit Rating Agencies</b>	<p>Ratings will be assigned to the Rated Notes by Moody's and S&amp;P. Moody's is established in the UK and S&amp;P is established in the EU. Both credit rating agencies are registered under Regulation (EC) No 1060/2009, as amended (the "<b>CRA Regulation</b>") and as such are included in the list of credit rating agencies published by the ESMA on its website in accordance with the CRA Regulation as of this date.</p> <p>In addition, in this Prospectus references are made to certain ratings provided by Fitch. Fitch is established and operating in the European Union, is registered under the CRA Regulation and is listed in the list of ratings agencies available in the European Securities and Markets Association website.</p>
<b>Credit Ratings</b>	<p>Ratings are expected to be assigned to the Rated Notes as set out above on or before the Closing Date.</p> <p>The Class A Notes are expected to be rated Aaa by Moody's and AAA by S&amp;P. The Class B Notes are expected to be rated Aa2 by Moody's and AA by S&amp;P. The Class C Notes are expected to be rated A3 by Moody's and A by S&amp;P. The Class D Notes are expected to be rated Baa3 by Moody's and A- by S&amp;P. The Class E Notes are expected to be rated Ba2 by Moody's and BB- by S&amp;P. The Class X Notes are expected to be rated Ba3 by Moody's and B- by S&amp;P.</p> <p>The Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class X Notes are together the "<b>Rated Notes</b>". The Class F Notes and the Residual Certificates will not be rated.</p> <p>The ratings assigned by S&amp;P to the Rated Notes address (i) (x) in the case of the Class A Notes and the Class B Notes, the timely payment of interest on such Classes of Notes on each Payment Date or (y) in the case of the Class C Notes, the Class D Notes, the Class E Notes and the Class X Notes, the ultimate payment of interest on the Class C Notes, the Class D Notes, the Class E Notes and the Class X Notes on the Final Maturity Date and (ii) the ultimate repayment of the Principal Amount Outstanding of the Rated Notes on or before the Final Maturity Date.</p> <p>The ratings assigned by Moody's address (i) the timely payment of interest on the Class A Notes and the Class B Notes and (ii) the expected loss posed to investors in the Rated Notes by the Final Maturity Date. <b>The ratings should not be regarded as a recommendation by the Issuer or by the Arrangers or the Joint Lead Managers or by the Rating Agencies to buy, sell or hold the Rated Notes.</b></p> <p><b>The credit ratings of the Notes should be evaluated independently from similar ratings on other types of securities.</b></p> <p><b>The assignment of ratings to the Rated Notes is not a recommendation to invest in the Rated Notes. Any credit rating assigned to the Rated Notes may be revised or withdrawn at any time.</b></p>
<b>Listing</b>	<p>This document comprises a prospectus (the "<b>Prospectus</b>"), for the purpose of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 (the "<b>Prospectus Regulation</b>"). This Prospectus has been approved by the Central Bank of Ireland, as competent authority under the Prospectus Regulation. The Central Bank of Ireland only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer or of the quality of the Notes that are subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes. Such approval relates only to the Notes which are to be admitted to trading on a regulated market for the purposes of Directive 2014/65/EU (as amended) ("<b>MIFID II</b>") and/or which are to be offered to the public in any EU Member State and the United Kingdom.</p>

	<p>Application has been made to The Irish Stock Exchange plc trading as Euronext Dublin or "<b>Euronext Dublin</b>" for the Notes to be admitted to the Official List (the "<b>Official List</b>") and trading on its regulated market. The regulated market of Euronext Dublin is a regulated market for the purposes of MiFID II.</p> <p>This Prospectus shall remain valid for 12 months after its approval for admissions to trading on a regulated market, provided that it is completed by any supplement required pursuant to the Prospectus Regulation. The obligation to prepare a supplement to this Prospectus in the event of any significant new factor, material mistake or inaccuracy does not apply when the Prospectus is no longer valid.</p>
<b>Obligations</b>	<p>The Notes will be obligations of the Issuer alone and will not be guaranteed by, or be the responsibility of, any other entity. In particular, the Notes will not be obligations of, or guaranteed by, or be the responsibility of MNF, its affiliates or any other party to the Transaction Documents other than the Issuer.</p>
<b>Simple, Transparent and Standardised Securitisation</b>	<p>The securitisation transaction described in this Prospectus is intended to qualify as an STS Securitisation within the meaning of Article 18 of the Regulation (EU) 2017/2402 (together with any implementing regulation, technical standards and official guidance related thereto, in each case as amended, varied or substituted from time to time, the "<b>Securitisation Regulation</b>").</p> <p>Within 15 Business Days of the Closing Date, it is intended that the Seller, as originator, will submit a notification (the "<b>STS Notification</b>") to the European Securities and Markets Association ("<b>ESMA</b>") in accordance with Article 27 of the Securitisation Regulation that the requirements of Articles 19 to 22 of the Securitisation Regulation have been satisfied with respect to the Notes, such notification to be included in the list published by ESMA referred to in Article 27(5) of the Securitisation Regulation.</p> <p>The Seller, as originator, has used the services of Prime Collateralised Securities (PCS) UK Limited ("<b>PCS</b>") as a verification agent authorised under Article 28 of the Securitisation Regulation in connection with an assessment of the compliance of the Notes with the requirements of Articles 19 to 22 of the Securitisation Regulation (the "<b>STS Verification</b>") and to prepare an assessment of compliance of the Notes with the relevant provisions of Article 243 of the CRR and Article 13 of the LCR Regulation (together with the STS Verification, the "<b>STS Assessments</b>"). It is expected that the STS Assessments prepared by PCS will be available on the PCS website (<a href="https://www.pcsmarket.org/sts-verification-transactions/">https://www.pcsmarket.org/sts-verification-transactions/</a>) together with detailed explanations of its scope at <a href="https://pcsmarket.org/disclaimer/">https://pcsmarket.org/disclaimer/</a> on and from the Closing Date. For the avoidance of doubt, this PCS website and the contents thereof do not form part of this Prospectus. No assurance can be provided that the securitisation transaction described in this Prospectus does or will continue to qualify as an STS-securitisation under the Securitisation Regulation as at the date of this Prospectus or at any point in time in the future.</p> <p>For further information please refer to the Risk Factor entitled "<i>Simple, Transparent and Standardised Securitisations</i>".</p>
<b>Retention Undertaking</b>	<p>The Seller will undertake in the Receivables Purchase Agreement that it will retain a material net economic interest of at least 5% in the securitisation (for the life of the transaction) in accordance with Article 6 of the Securitisation Regulation (which does not take into account any corresponding national measures). As at the Closing Date, such interest will be comprised of randomly selected Receivables with an aggregate Principal Balance equal to at least 5% of the Principal Balance of the Purchased Receivables in the Portfolio in accordance with Article 6(3)(c) of the Securitisation Regulation.</p> <p>The Seller, as the sponsor under the U.S. Risk Retention Rules, does not intend to retain at least 5% of the credit risk of the securitized assets for purposes of compliance with the final rules promulgated under Section 15G of the Securities Exchange Act of 1934, as amended (the "<b>U.S. Risk Retention Rules</b>"), but rather intends to rely on an exemption provided for in Section 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions. See the section entitled "<i>Risk Factors - U.S. Risk Retention</i>".</p> <p>Please refer to the section entitled "<i>The Retained Interest Pool</i>" and to "<i>Risk Factors – Securitisation Regulation Risk Factor</i>".</p>
<b>Eurosystem Eligibility</b>	<p>The Notes and Residual Certificates are intended to be held in a manner which will allow Eurosystem eligibility. This means that the Notes and Residual Certificates are intended upon issue to be deposited with one of Euroclear or Clearstream as Common Safekeeper and does not necessarily mean that the Notes and/or Residual Certificates will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.</p>
<b>Benchmarks Regulation</b>	<p>Amounts payable on the Notes may be calculated by reference to the Sterling Overnight Index Average ("<b>SONIA</b>"). At the date of this Prospectus, the administrator of SONIA is not included in ESMA's register of administrators and benchmarks established and maintained by the European Securities and Markets Authority in accordance with Article 36 of Regulation (EU) 2016/1011 (the "<b>Benchmarks Regulation</b>"). The Bank of England, as administrator of SONIA, is exempt under Article 2 of the Benchmarks Regulation but has issued a statement of compliance with the principles for financial benchmarks issued in 2013 by the International Organisation of Securities Commissions.</p>

<b>Residual Certificates</b>	<p>In addition to the Notes, the Issuer will issue Residual Certificates (the "<b>Residual Certificates</b>") to the Seller on the Closing Date.</p> <p>The Residual Certificates constitute part of the consideration provided by the Issuer for the purchase of the Purchased Receivables (representing the right to receive Residual Payments in respect of the Purchased Receivables).</p> <p>The Residual Certificates are not intended to be admitted to listing on the Official List nor to trading on the regulated market.</p> <p>Only the Notes are being offered hereby. The Residual Certificates are not being offered hereby.</p> <p>See the section entitled "<i>Terms and Conditions of the Residual Certificates</i>" for further details.</p>
<b>Significant Investor</b>	<p>On the Closing Date, MNF will subscribe and pay for all of the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class X Notes. A related entity of MNF may on the Closing Date take a portion of the Class A Notes.</p>

THE "*RISK FACTORS*" SECTION CONTAINS DETAILS OF CERTAIN RISKS AND OTHER FACTORS THAT SHOULD BE GIVEN PARTICULAR CONSIDERATION BEFORE INVESTING IN THE NOTES. PROSPECTIVE INVESTORS SHOULD BE AWARE OF THE ISSUES SUMMARISED WITHIN THAT SECTION.

#### **Arrangers**

**BofA Securities**

**Lloyds Bank Corporate Markets**

#### **Joint Lead Managers**

**BofA Securities**

**Lloyds Bank Corporate Markets**

**MUFG Securities EMEA plc**

**The date of this Prospectus is 8 October 2020**

## IMPORTANT NOTICE

THE NOTES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION IN THE UNITED STATES OR ANY OTHER U.S. REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT, OR ANY STATE SECURITIES LAWS. THE NOTES MAY NOT BE OFFERED OR SOLD DIRECTLY OR INDIRECTLY WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. THE NOTES WILL ONLY BE OFFERED AND SOLD OUTSIDE THE UNITED STATES TO NON-U.S. PERSONS PURSUANT TO THE REQUIREMENTS OF REGULATION S UNDER THE SECURITIES ACT. THERE IS NO UNDERTAKING TO REGISTER THE NOTES UNDER STATE OR FEDERAL SECURITIES LAW. THE NOTES CANNOT BE SOLD IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT IS AVAILABLE.

Each initial and subsequent purchaser of Notes will be deemed, by its acceptance of such Notes, to have made certain acknowledgements, representations and agreements intended to restrict the resale or other transfer thereof as set forth therein and described in this Prospectus and, in connection therewith, may be required to provide confirmation of its compliance with such resale or other transfer restrictions in certain cases.

### Responsibility Statements

The Issuer accepts responsibility for the information contained in this Prospectus and to the best of the knowledge and belief of the Issuer the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information. The Issuer confirms that this Prospectus contains all information which is material in the context of the issue of the Notes, that such information contained in this Prospectus is true and accurate in all material respects and is not misleading, that the opinions and the intentions expressed in it are honestly held by it and that there are no other facts the omission of which makes this Prospectus as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect and all proper enquiries have been made to ascertain and to verify the foregoing. The Issuer further confirms that where information has been sourced from a third party that such information has been accurately reproduced and, so far as the Issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading. The Issuer accepts responsibility accordingly and the Issuer has confirmed to the Joint Lead Managers and the Arrangers that the Issuer accepts such responsibility.

MotoNovo Finance Limited in its capacity as the Originator, Seller and the Servicer accepts responsibility for the information contained in this document relating to itself, the description of its rights and obligations, all information relating to the Financing Contracts, the Obligors, the Purchased Receivables, the Receivables Purchase Agreement and the Servicing Agreement and the sections headed "*The Seller and Servicer*", "*Business Procedures of MNF*", "*Description of the Purchased Receivables*", "*The Provisional Portfolio*", "*The Retained Interest Pool*", "*Estimated Amortisation of the Notes*" and "*Estimated Weighted Average Life of the Notes*" and all information relating to the Financing Contracts in any Servicing Report and all the confirmations and undertakings for and in respect of the Retained Interest and, as applicable, the making of certain information available to investors pursuant to Article 6 of the Securitisation Regulation (the "**MNF Information**") and to the best of the knowledge and belief of MNF (which has taken all reasonable care to ensure that such is the case) such MNF Information is in accordance with the facts and does not omit anything likely to affect the import of such information. No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Seller and Servicer as to the accuracy or completeness of any information contained in this Prospectus (other than the MNF Information) or any other information supplied in connection with the Notes or their distribution.

HSBC Bank plc in its capacity as the Account Bank accepts responsibility for the information contained in this document relating to itself in the section headed "*Account Bank*" (the "**Account Bank Information**") and to the best of the knowledge and belief of the Account Bank (which has taken all reasonable care to ensure that such is the case) such Account Bank Information is in accordance with the facts and does not omit anything likely to affect the import of such information. No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Account Bank as to the accuracy or completeness of any information contained in this Prospectus (other than the Account Bank Information) or any other information supplied in connection with the Notes or their distribution.

The Interest Rate Swap Counterparty accepts responsibility for the information contained in this document relating to itself in the section headed "*Interest Rate Swap Counterparty*" (the "**Interest Rate Swap Counterparty Information**") and to the best of the knowledge and belief of the Interest Rate Swap Counterparty (which has taken all reasonable care to ensure that such is the case) such

Interest Rate Swap Counterparty Information is in accordance with the facts and does not omit anything likely to affect the import of such information. No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Interest Rate Swap Counterparty as to the accuracy or completeness of any information contained in this Prospectus (other than the Interest Rate Swap Counterparty Information) or any other information supplied in connection with the Notes or their distribution.

No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted (other than with respect to the information referred to above and referable to it if any) by the Arrangers, the Joint Lead Managers, the Seller, the Trustee, the Paying Agent, the Agent Bank, the Account Bank, the Cash Manager, the Servicer, the Obligors, the Corporate Services Provider, the Listing Agent, the Interest Rate Swap Counterparty or any other party to the Transaction Documents or any person affiliated with them (other than the Issuer) as to the accuracy or completeness of the information contained in this Prospectus or any other information supplied in connection with the Notes or their distribution. Other than with respect to the information referred to above, each person receiving this Prospectus acknowledges that such person has not relied on the Arrangers, the Joint Lead Managers, the Seller, the Trustee, the Paying Agent, the Agent Bank, the Account Bank, the Cash Manager, the Servicer, the Obligors, the Corporate Services Provider, the Listing Agent, the Interest Rate Swap Counterparty or any other party to the Transaction Documents or any person affiliated with them (other than the Issuer) in connection with any investigation of the accuracy of the information on its investment decision.

For the avoidance of doubt, and notwithstanding any other statement contained in this Prospectus (but, for the avoidance of doubt, without prejudice to the statements above regarding MNF's responsibility for the MNF Information), none of the Arrangers, Trustee or Joint Lead Managers makes any representation, recommendation or warranty, express or implied, regarding the accuracy, adequacy, reasonableness or completeness of the information contained herein or in any further information, notice or other document which may at any time be supplied by the Issuer in connection with the Notes and none of the Arrangers, Trustee or Joint Lead Managers accepts any responsibility or liability therefor. None of the Arrangers, Trustee or Joint Lead Managers undertakes to review the financial condition or affairs of the Issuer or to advise any investor or potential investor in the Notes of any information coming to the attention of such Arranger, Trustee or Joint Lead Manager, as applicable.

The Issuer is not and will not be regulated by the Central Bank of Ireland as a result of issuing the Notes. Any investment in the Notes does not have the status of a bank deposit and it is not within the scope of the deposit protection scheme operated by the Central Bank of Ireland.

Except with prior consent of MNF ("**U.S. Risk Retention Waiver**") and where such sale falls within the exemption provided by section 20 of the final rules promulgated under section 15G of the Securities Exchange Act of 1934, as amended (the "**U.S. Risk Retention Rules**"), the Notes offered and sold by the Issuer may not be purchased by, or for the account or benefit of, any "**U.S. person**" as defined in the U.S. Risk Retention Rules ("**Risk Retention U.S. Persons**"). Prospective investors should note that the definition of "U.S. person" in the U.S. Risk Retention Rules is substantially similar to, but not identical to, the definition of "U.S. person" in Regulation S. Each purchaser of Notes, including beneficial interests therein, will be deemed to have made certain representations and agreements, including that it (1) is not a Risk Retention U.S. Person (unless it has obtained the prior consent of MNF), (2) is acquiring such Note or a beneficial interest therein for its own account and not with a view to distribute such Note, and (3) is not acquiring such Note or a beneficial interest therein as part of a scheme to evade the requirements of the U.S. Risk Retention Rules. See "*Risk Factors — U.S. Risk Retention*".

## **Brexit**

Although the UK ceased to be an EU Member State of the European Union on 31 January 2020, the withdrawal agreement between the UK and the European Union under Article 50(2) of the Treaty on European Union provides that until at least 31 December 2020, subject to certain qualifications which are not relevant for the purposes of this Prospectus (unless otherwise expressly provided), (1) EU law shall produce in respect of and in the UK the same legal effects as those which it produces within the European Union and its member states, and shall be interpreted and applied in accordance with the same methods and general principles as those applicable within the European Union, and (2) any reference to EU Member States in EU law, including as implemented and applied by EU Member States, shall be understood as including the United Kingdom. This agreement has been given effect in the law of the UK by the European Union (Withdrawal) Act ("**EUWA**") as amended by the European Union (Withdrawal Agreement) Act 2020.

## **Form of Notes**

The Notes will be in bearer form and in the denomination of: in respect of the Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes, Class F Notes and Class X Notes, £100,000 and integral multiples of £1,000 in excess thereof. The Notes of each Class will initially be represented on issue by a temporary global note in bearer form (each, a "**Temporary Global Note**") without interest coupons or receipts attached, which will be deposited on or about the Closing Date with a common safekeeper for Clearstream Banking *société anonyme* ("**Clearstream, Luxembourg**") and Euroclear Bank S.A./N.V. ("**Euroclear**"). Each Temporary Global Note will be exchangeable for interests in a permanent global note in bearer form (each, a "**Permanent Global Note**") representing the same Class of Notes, without interest coupons attached, not earlier than forty (40) days after the Closing Date (provided that certificates as to non-U.S. beneficial ownership have been received). Ownership interests in the Temporary Global Notes and the Permanent Global



Notes will be shown on, and transfers thereof will only be effected through, records maintained by Clearstream, Luxembourg and Euroclear and their respective participants. Interests in the Permanent Global Notes will be exchangeable for Definitive Notes in bearer form only in certain limited circumstances as set forth herein.

Each Global Note will be in the form of a new global note. The Notes will all have the benefit of the security created in favour of the Trustee pursuant to the Deed of Charge and the Assignment in Security (the "**Issuer Security**") and in the event of the Issuer Security being enforced, the Class A Notes will rank in priority to the Class B Notes, the Class B Notes will rank in priority to the Class C Notes, the Class C Notes will rank in priority to the Class D Notes, the Class D Notes will rank in priority to the Class E Notes, the Class E Notes will rank in priority to the Class F Notes and the Class F Notes will rank in priority to the Class X Notes. Certain debts of the Issuer, including in certain circumstances certain amounts due under the Swap Agreement, will rank in priority to the Notes. See "*Terms and Conditions of the Notes*".

The Notes and Residual Certificates are intended to be held in a manner which will allow Eurosystem eligibility. This means that the Notes and Residual Certificates are intended upon issue to be deposited with one of Euroclear or Clearstream as Common Safekeeper and does not necessarily mean that the Notes and/or Residual Certificates will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

### **Representations about the Notes**

No person is or has been authorised in connection with the issue and sale of the Notes to make any representation or provide any information other than as contained in this Prospectus. Any such representation or information should not be relied upon as having been authorised by or on behalf of the Issuer, the Arrangers, the Joint Lead Managers, the Seller, the Trustee, the Paying Agent, the Agent Bank, the Account Bank, the Cash Manager, the Servicer, the Obligors, the Corporate Services Provider, the Listing Agent, the Interest Rate Swap Counterparty or any other party to the Transaction Documents or any person affiliated with them.

Prospective investors should not construe the contents of this Prospectus as legal, economic, investment, accounting, tax, regulatory or other advice. Each prospective investor must rely upon its own representatives and professional advisers, including its own legal counsel and accountants, as to legal, economic, tax and related aspects of the investment described herein and as to its suitability for such investor. Investment in the Notes may not be suitable for all recipients of this Prospectus. If you are in any doubt about the contents of this Prospectus you should consult your financial or professional advisers.

### **Financial condition of the Issuer and the Obligors**

Neither the delivery of this Prospectus nor the offer, sale, allocation, solicitation or delivery of any Note shall in any circumstances create any implication or constitute a representation that there has been no adverse change, or any event reasonably likely to involve any adverse change in the condition (financial or otherwise) of the Issuer or the Obligors or the information contained herein since the date of this Prospectus or that the information contained herein is correct as at any time subsequent to the date of this Prospectus.

### **Selling Restrictions**

This Prospectus has been approved by the Central Bank of Ireland as competent authority under the Prospectus Regulation.

The Central Bank of Ireland only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation.

Application has been made to Euronext Dublin for the Notes to be admitted to the Official List and trading on its regulated market.

No action has been or will be taken to permit a public offering of the Notes or the public distribution of this Prospectus in any jurisdiction. The distribution of this Prospectus and the offering of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus (or any part thereof) comes are required by the Issuer and the Joint Lead Managers to inform themselves about and to observe any such restrictions.

Neither this Prospectus nor any part hereof constitutes an offer of, or an invitation by, or on behalf of, the Issuer, the Arrangers or the Joint Lead Managers to subscribe for or purchase any of the Notes. Neither this Prospectus, nor any part hereof, may be used for or in connection with an offer to, or solicitation by, any person in any jurisdiction or in any circumstance in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation.

Accordingly, the Notes may not be offered or sold, directly or indirectly, and neither this Prospectus nor any part hereof nor any other prospectus, form of application, advertisement, other offering material or other information may be issued, distributed or published in any country or jurisdiction (including the United Kingdom), except in circumstances that will result in compliance with all applicable laws, orders, guidelines and regulations.

None of the Issuer, the Arrangers, the Interest Rate Swap Counterparty or the Joint Lead Managers or any of their representatives or affiliates is making any representation to any purchaser of the Notes described by this Prospectus regarding the legality of an investment by such purchaser under appropriate securities, investment or similar laws. Prospective purchasers should consult with their advisers as to the legal, tax, business, financial, regulatory and related aspects of a purchase of the Notes.

For a further description of certain restrictions on offers and sales of the Notes and the distribution of this Prospectus, see "*Subscription and Sale*".

If you are in any doubt about the contents of this document you should consult your stockbroker, bank manager, solicitor, accountant financial adviser and/or other adviser.

It should be remembered that the price of securities and the income from them can go down as well as up.

The Notes have not been, and will not be, registered under the Securities Act, and are subject to U.S. tax law requirements. The Notes may not be offered, sold or delivered, directly or indirectly, in the United States or to any U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. The Notes are being offered for sale outside the United States in accordance with Regulation S under the Securities Act. See "*Subscription and Sale*".

### **Prohibition of Sales to EEA and UK Retail Investors**

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**") or the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently no key information document required by Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the notes or otherwise making them available to retail investors in the EEA or the UK has been prepared and therefore offering or selling the notes or otherwise making them available to any retail investor in the EEA or the UK may be unlawful under the PRIIPs Regulation.

### **MIFID II Product Governance / Professional Investors and ECPs Only Target Market**

Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

### **Volcker Rule**

The Issuer will be relying on an exclusion or exemption from the definition of "investment company" under the Investment Company Act of 1940 (the "**Investment Company Act**"), as contained in Section 3(c)(5)(a) of the Investment Company Act, although there may be additional exclusions or exemptions available to the Issuer. The Issuer is of the view that it is not now, and immediately following the issuance of the Notes and the application of the proceeds thereof, will not be a "covered fund" for the purposes of the Volcker Rule under the Dodd-Frank Wall Street Reform and Consumer Protection Act.

### **Interpretation**

References in this Prospectus to "**£**", "**Sterling**" and "**Pounds Sterling**" are references to the lawful currency for the time being of the UK of Great Britain and Northern Ireland.

References in this Prospectus to "**€**", "**EUR**", "**euro**" and "**Euro**" are references to the lawful currency of the member states of the European Union that have adopted the single currency in accordance with the Treaty on the Functioning of the European Union, as amended.

Certain figures included in this Prospectus have been subject to rounding adjustments. Accordingly, figures shown for the same category in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

Capitalised terms used in this Prospectus, unless otherwise indicated, have the meanings set out in this Prospectus. An index of defined terms appears at the end of this Prospectus in the section headed "*Glossary of Defined Terms*".

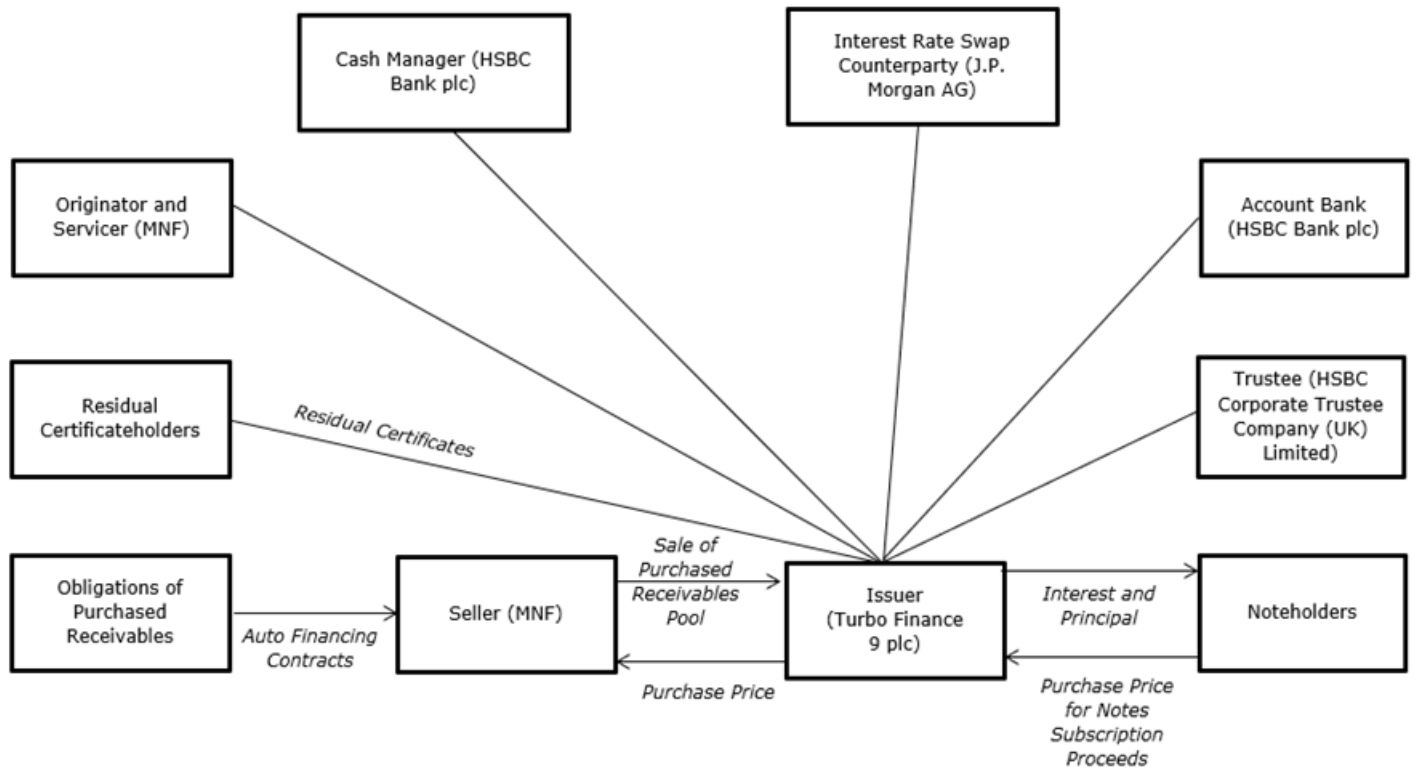
For the purposes of the Prospectus Regulation, references to "**listing**" can be taken to read "**admission to trading**".

Insofar as relevant in the UK, a reference to any EU regulation, EU decision or EU tertiary legislation which is to form part of UK law by virtue of section 3 of the EUWA is to be read, on or after the end of the Transition Period (as defined below), as a reference to such EU regulation, EU decision or EU tertiary legislation as it forms part of UK law by virtue of section 3 of the EUWA and, as it may have been, or may from time to time be amended, modified or re-enacted by UK law and shall include any subordinate legislation made from time to time under that EU regulation, EU decision or EU tertiary legislation as it forms part of UK law by virtue of section 3 of the EUWA.

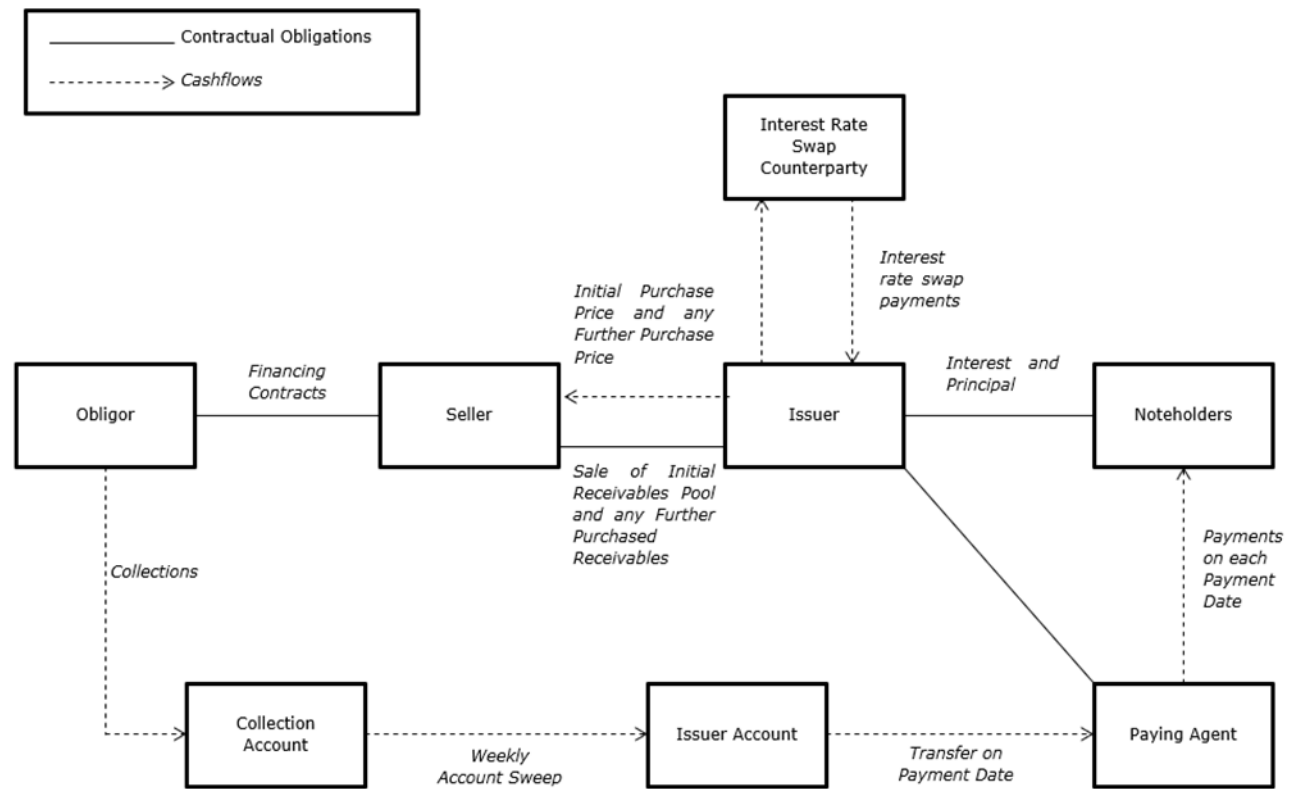
A reference to any retained direct EU legislation (as defined in the EUWA) is to be read as a reference to such retained direct EU legislation, as it may have been, or may from time to time be amended, modified or re-enacted by UK law and shall include any subordinate legislation made from time to time under such retained direct EU legislation.

## DIAGRAMMATIC OVERVIEW

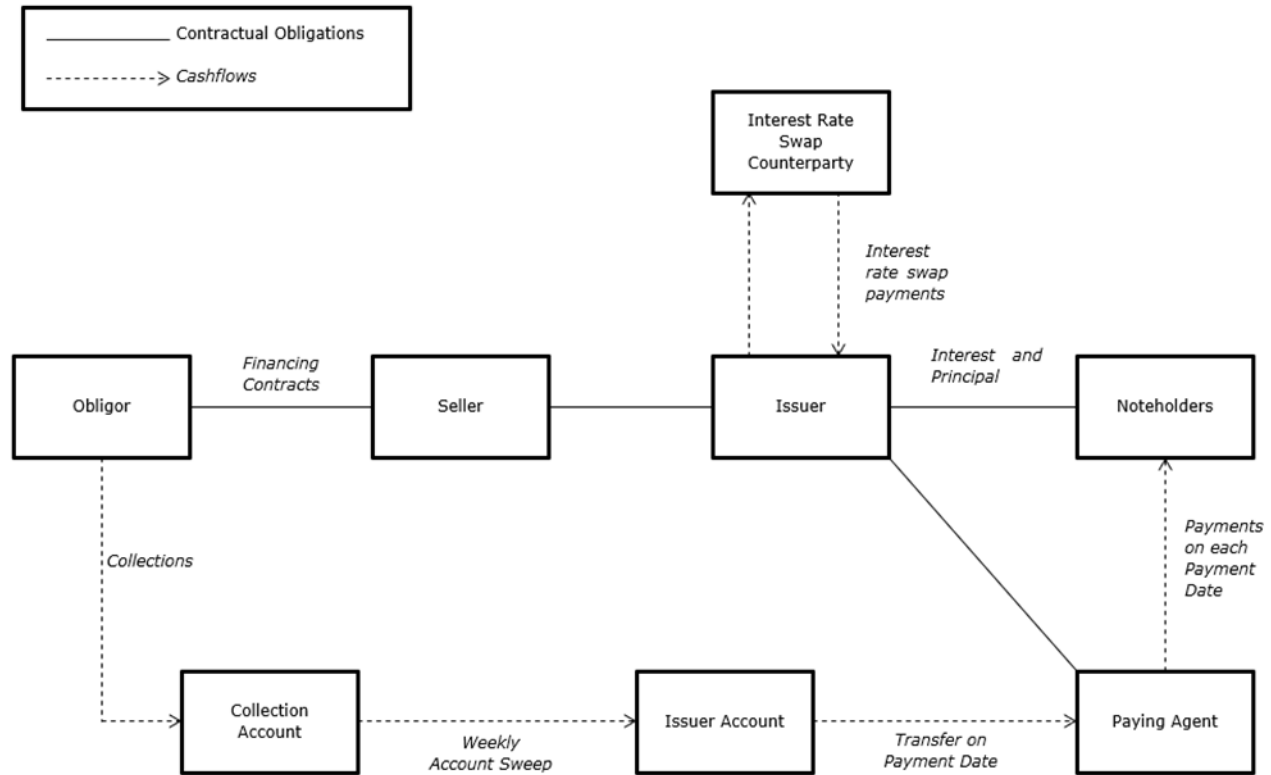
### DIAGRAMMATIC OVERVIEW OF THE TRANSACTION



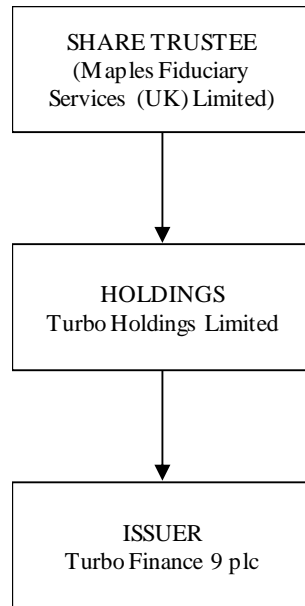
**DIAGRAMMATIC OVERVIEW OF ON-GOING CASH FLOW DURING THE REVOLVING PERIOD**



**DIAGRAMMATIC OVERVIEW OF ON-GOING CASH FLOW FOLLOWING THE REVOLVING PERIOD**



### OWNERSHIP STRUCTURE DIAGRAM



The entire issued share capital of the Issuer is held by Turbo Holdings Limited ("**Holdings**"). The entire issued share capital of Holdings is held on trust by the Share Trustee under the terms of a discretionary trust, the benefit of which is expressed to be for charitable purposes.

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## TRANSACTION OVERVIEW

The information set out below is an overview of various aspect of the transaction. This overview is not purported to be complete and should be read in conjunction with, and is qualified in its entirety by, references to the detailed information presented elsewhere in this Prospectus.

## PARTIES ON THE CLOSING DATE

Party	Name	Address	Document under which appointed/Further Information
Arrangers	Lloyds Bank Corporate Markets plc	10 Gresham Street London EC2V 7AE	N/A
	BofA Securities	2 King Edward Street London E14 5JP	N/A
Joint Lead Managers	Lloyds Bank Corporate Markets plc	10 Gresham Street London EC2V 7AE	Subscription Agreement. See the section entitled " <i>Subscription and Sale</i> ".
	BofA Securities	2 King Edward Street London E14 5JP	Subscription Agreement. See the section entitled " <i>Subscription and Sale</i> ".
	MUFG Securities EMEA plc	Ropemaker Place 25 Ropemaker Street London EC2Y 9AJ	Subscription Agreement. See the section entitled " <i>Subscription and Sale</i> ".
Issuer	Turbo Finance 9 plc	11th Floor, 200 Aldersgate Street London EC1A 4HD United Kingdom	N/A. See the section entitled " <i>The Issuer</i> ".
Holdings	Turbo Holdings Limited	11th Floor, 200 Aldersgate Street London EC1A 4HD United Kingdom	N/A. See the sections entitled " <i>Holdings</i> ".
Seller/Originator	MotoNovo Finance Limited	One Central Square Cardiff CF10 1FS Wales United Kingdom	N/A. See the sections entitled " <i>The Seller and Servicer</i> " and " <i>Summary of Principal Transaction Documents - Receivables Purchase Agreement</i> ".
Servicer	MotoNovo Finance Limited	One Central Square Cardiff CF10 1FS Wales United Kingdom	Servicing Agreement by the Issuer and the Trustee. See the sections entitled " <i>The Seller and Servicer</i> " and " <i>Summary of Principal Transaction Documents - Servicing Agreement</i> ".
Cash Manager	HSBC Bank plc	Level 22, 8 Canada Square London E14 5HQ United Kingdom	Cash Management Agreement by the Issuer. See the section entitled " <i>Summary of Principal Transaction Documents – Cash Management Agreement</i> ".
Interest Rate Swap Counterparty	J.P. Morgan AG	TaunusTurm, Taunustor 1, 60310 Frankfurt Am Main, Germany	Swap Agreement by the Issuer. See the sections entitled " <i>Interest Rate Swap Counterparty</i> " and " <i>Summary of Principal Transaction Documents - Swap Agreement</i> ".

## TRANSACTION OVERVIEW

Party	Name	Address	Document under which appointed/Further Information
Account Bank	HSBC Bank plc	Level 22, 8 Canada Square London E14 5HQ United Kingdom	Account Agreement by the Issuer. See the sections entitled " <i>Account Bank</i> " and " <i>Summary of Principal Transaction Documents - Account Agreement</i> ".
Trustee	HSBC Corporate Trustee Company (UK) Limited	Level 22, 8 Canada Square London E14 5HQ United Kingdom	Trust Deed and Deed of Charge by the Issuer. See the Conditions and the section entitled " <i>Summary of Principal Transaction Documents - Trust Deed</i> ".
Paying Agent	HSBC Bank plc	Level 22, 8 Canada Square London E14 5HQ United Kingdom	Paying Agency Agreement by the Issuer. See the section entitled " <i>Summary of Principal Transaction Documents - Paying Agency Agreement</i> ".
Registrar	HSBC Bank plc	Level 22, 8 Canada Square London E14 5HQ United Kingdom	Paying Agency Agreement by the Issuer. See the section entitled " <i>Summary of Principal Transaction Documents - Paying Agency Agreement</i> ".
Agent Bank	HSBC Bank plc	Level 22, 8 Canada Square London E14 5HQ United Kingdom	Paying Agency Agreement by the Issuer. See the section entitled " <i>Summary of Principal Transaction Documents - Paying Agency Agreement</i> ".
Corporate Services Provider	Maples Fiduciary Services (UK) Limited	11th Floor, 200 Aldersgate Street London EC1A 4HD United Kingdom	Corporate Services Agreement by the Issuer. See the section entitled " <i>Summary of Principal Transaction Documents - Corporate Services Agreement</i> ".
Share Trustee	Maples Fiduciary Services (UK) Limited	11th Floor, 200 Aldersgate Street London EC1A 4HD United Kingdom	Declaration of Trust
Listing Agent	Arthur Cox Listing Services Limited	Ten Earlsfort Terrace, Dublin 2, Ireland	N/A
Listing Authority and Stock Exchange	Euronext Dublin	28 Anglesea Street Dublin 2 Ireland	N/A
Clearing Systems/ ICSDs	Euroclear	1 Boulevard du Roi Albert II B-1210 Brussels Belgium	N/A
	Clearstream, Luxembourg	42 Avenue JF Kennedy L-1855 Luxembourg	N/A
Rating Agencies	Moody's Investors Service Ltd.	1 Canada Square London E14 5FA United Kingdom	N/A

## TRANSACTION OVERVIEW

<b>Party</b>	<b>Name</b>	<b>Address</b>	<b>Document under which appointed/Further Information</b>
	S&P Global Ratings Europe Limited	20 Canada Square Canary Wharf London E14 5LH United Kingdom	N/A
<b>Reporting Delegate</b>	J.P. Morgan AG	TaunusTurm, Taunustor 1, 60310 Frankfurt Am Main, Germany	Reporting Delegation Agreement

## RISK FACTORS

THE PURCHASE OF CERTAIN NOTES MAY INVOLVE SUBSTANTIAL RISKS AND BE SUITABLE ONLY FOR INVESTORS WHO HAVE THE KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS NECESSARY TO ENABLE THEM TO EVALUATE THE RISKS AND THE MERITS OF AN INVESTMENT IN THE NOTES. PRIOR TO MAKING AN INVESTMENT DECISION, PROSPECTIVE INVESTORS SHOULD CAREFULLY CONSIDER IN LIGHT OF THEIR OWN FINANCIAL CIRCUMSTANCES AND INVESTMENT OBJECTIVES ALL THE INFORMATION SET FORTH IN THIS PROSPECTUS AND, IN PARTICULAR, THE CONSIDERATIONS SET FORTH BELOW. PROSPECTIVE INVESTORS SHOULD MAKE SUCH INQUIRIES AS THEY DEEM NECESSARY WITHOUT RELYING ON THE ISSUER, ANY ARRANGER, ANY JOINT LEAD MANAGER, THE SELLER OR ANY OTHER PARTY TO THE TRANSACTION DOCUMENTS.

The following is a summary of certain aspects of the Notes of which prospective investors should be aware. This summary is not intended to be exhaustive and prospective investors should also read the detailed information set out elsewhere in this Prospectus and reach their own views prior to making any investment decision.

### 1. **RISKS RELATING TO THE AVAILABILITY OF FUNDS TO PAY THE NOTES**

#### (a) **Limited recourse obligations of the Issuer**

The Notes and the Residual Certificates will be obligations of the Issuer alone and will not be guaranteed by, or be the responsibility of, any other entity including the Trustee, the Share Trustee, the Agents, the Listing Agent, the Account Bank, the Cash Manager, the Corporate Services Provider, the Servicer, the Seller, Holdings, the Interest Rate Swap Counterparty, the Arrangers, the Joint Lead Managers or any other parties to the Transaction Documents other than the Issuer.

Therefore, the Noteholders will have a claim under the Notes against the Issuer only and only to the extent of the security granted pursuant to the Deed of Charge which includes, *inter alia*, amounts received by the Issuer under the Purchased Receivables and under the other Transaction Documents. The Charged Property may not be sufficient to pay amounts due under the Notes, which may result in a shortfall in amounts available to pay interest and principal on the Notes.

#### (b) **Limited source of funds - Liability under the Notes and the Residual Certificates**

All payment obligations of the Issuer under the Notes and the Residual Certificates (and obligations to pay operating and administrative expenses) constitute exclusively obligations to pay out the sums standing to the credit of the Issuer Account, the Cash Reserve Account (in respect of the Class A Notes and the Class B Notes only) and the proceeds from the Issuer Security, in each case in accordance with (and subject to the specific provisions of) the applicable Priority of Payments. The assets of the Issuer are the only source of funds for payments on the Notes and the Issuer's ability to make payments of principal and interest on the Notes and to pay its operating and administrative expenses will depend primarily on (i) the transfer by the Seller of payments received by the Seller from Obligors making payments under the Financing Contracts and (ii) payments by the Interest Rate Swap Counterparty pursuant to the Swap Agreement. Other than the resources described above, the Issuer will not have any other significant sources of funds available to meet its obligations under the Notes and/or any other payments ranking in priority to the Notes. If the resources described above cannot provide the Issuer with sufficient funds to enable it to make the required payments on the Notes, Noteholders may incur a loss of interest and/or principal which would otherwise be due and payable on the Notes.

If, following the enforcement of the Issuer Security, the proceeds of enforcement prove ultimately insufficient, after payment of all claims ranking in priority to amounts due under the Notes, to pay in full all principal and interest and other amounts whatsoever due in respect of the Notes, any shortfall arising will be extinguished and the Noteholders will neither have any further claim against the Issuer in respect of any such amounts nor have recourse to any other person for the loss sustained. Furthermore, holding Notes does not confer any right to, or interest in, any Financing Contract or the related Financed Object, or any right against the related Obligor or any third party in connection with the Financing Contract or against MNF. The Noteholders are relying on the business judgment and practices of the Servicer when enforcing claims against the Obligors.

The enforcement of the Issuer Security by the Trustee is the only remedy available to the Noteholders and the Residual Certificateholders for the purpose of recovering amounts payable in respect of the Notes and the Residual Certificates.

#### (c) **Risks relating to the Swap Agreement**

The notional amount under each Interest Rate Swap Transaction is determined by reference to a fixed amortisation schedule. The amortisation schedules will be based on the expected repayment profile of the Purchased Receivables assuming a zero per cent. default and a ten per cent. prepayment scenario. The aggregate notional amounts under the Interest Rate Swap Transactions are independent from, and do not necessarily match to, the balance of the Purchased Receivables in the Portfolio for the related calculation period under the Interest Rate Swap Transactions.

If the actual rate of repayment of the Purchased Receivables is faster or slower than anticipated, this may lead the aggregate notional amount of the Interest Rate Swap Transactions to be, respectively, greater than or less than the outstanding amount of the Purchased Receivables. In such circumstances, there would be a mismatch between the aggregate notional amount of the Interest Rate Swap Transactions and the outstanding principal balance of the Purchased Receivables.

On each Further Purchase Date (on which the Issuer acquires Further Purchased Receivables) the Issuer is required to enter into an additional Interest Rate Swap Transaction (if necessary) in order for the Swap Agreement to continue to reflect an expected repayment profile in respect of the Purchased Receivables of zero per cent. default and a ten per cent. prepayment scenario. Notwithstanding this, following the end of the Revolving Period, the notional amount of the Interest Rate Swap Transactions may be higher or lower than the outstanding principal balance of the Purchased Receivables and there may be circumstances in which the amount payable by the Issuer under the Swap Agreement exceeds the amount that the Issuer receives in respect of the Purchased Receivables in the Portfolio. This may result in insufficient funds being made available to the Issuer for the Issuer to meet its obligations to the Noteholders.

The Interest Rate Swap Counterparty may terminate Swap Agreement if, amongst other things, the Issuer becomes insolvent, if the Issuer fails to make a payment under the Swap Agreement when due (after taking into account any applicable grace periods), if a change of law results in the obligations of one of the parties becoming illegal or if an Enforcement Notice is served upon the Issuer by the Trustee. The Issuer may terminate the Swap Agreement if, amongst other things, certain insolvency events occur in respect of the Interest Rate Swap Counterparty, the Interest Rate Swap Counterparty fails to make a payment under the Swap Agreement when due (after taking into account any applicable grace periods) or a change of law results in the obligations of one of the parties becoming illegal.

In the event that the rating of the Interest Rate Swap Counterparty (or the ratings of the relevant Swap Guarantor, where applicable) by either of the Rating Agencies falls below the Required Rating at any time, the Issuer may terminate the Swap Agreement if the Interest Rate Swap Counterparty fails, within a set period of time, to take certain remedial actions intended to mitigate the effects of such downgrade below the Required Rating. Such actions could include the Interest Rate Swap Counterparty posting collateral in accordance with the Swap Credit Support Document, transferring its obligations to a Replacement Swap Counterparty, procuring a guarantee from a Swap Guarantor, or taking any other action as agreed with the Rating Agencies. However, in the event that the Interest Rate Swap Counterparty is downgraded there can be no assurance that a guarantor or a Replacement Swap Counterparty will be found or that the amount of collateral will be sufficient to meet the Interest Rate Swap Counterparty's obligations. The Interest Rate Swap Counterparty will be required to take certain additional actions in the event that its rating (or the ratings of the relevant Swap Guarantor, where applicable) by either of the Rating Agencies falls below the Second Required Rating.

**"Required Rating"** means:

- (a) with respect to Moody's, the long-term, unsecured and unsubordinated debt or counterparty obligations must be rated at least "A3" by Moody's; or
- (b) with respect to S&P, the Initial S&P Global Required Rating.

**"Second Required Rating"** means with respect to Moody's, the long-term, unsecured and unsubordinated debt or counterparty obligations must be rated "Baa1" or above by Moody's and, with respect to S&P, the Subsequent S&P Global Required Rating.

In the event that the Swap Agreement is terminated early by either party upon the occurrence of an Event of Default or a Termination Event (in each case, as defined in the Swap Agreement), a Swap Termination Payment may be due to the Issuer or to the Interest Rate Swap Counterparty. Any such Swap Termination Payment could, if market interest rates and other conditions have changed materially, be substantial. Under certain circumstances, a Swap Termination Payment required to be made by the Issuer to the Interest Rate Swap Counterparty will rank higher in priority than all payments on the Notes. In such event, the Purchased Receivables and the Cash Reserve Amount may be insufficient to make the required payments on the Notes and the Noteholders may experience delays and/or reductions in the interest and principal payments on the Notes, resulting in losses to Noteholders.

In the event that the Swap Agreement is terminated early by either party upon the occurrence of an Event of Default or a Termination Event (in each case, as defined in the Swap Agreement), the Issuer will endeavour to enter into a replacement interest rate swap although the Issuer may not be able to do so immediately or at all. To the extent a replacement interest rate swap is not entered into, the amount available to pay principal of and interest under the Notes will be reduced if the floating interest rates under the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and/or the Class X Notes exceed the fixed rate amounts that the Issuer would have been required to pay to the Interest Rate Swap Counterparty under the terminated Swap Agreement. Under these circumstances, the Purchased Receivables and the Cash Reserve Amount may be insufficient to make the required payments under the Notes and the Noteholders may experience delays and/or reductions in the interest and principal payments under the Notes.

The Interest Rate Swap Counterparty may, under certain limited conditions, transfer its obligations under the Swap Agreement to a Replacement Swap Counterparty with the Required Rating or the Second Required Rating (as applicable) and subject to such

Replacement Swap Counterparty meeting certain conditions in accordance with the Swap Agreement. There can be no assurance that the credit quality of the replacement interest rate swap counterparty will ultimately prove as strong as that of the original Interest Rate Swap Counterparty. As such, the Noteholders may suffer loss as a result of any such transfer if the Swap Agreement is terminated early and the replacement interest rate swap counterparty is unable to meet its payment obligations.

The Interest Rate Swap Counterparty will not be responsible for any loss, expense or liability which may be suffered by the Noteholders as a result of any of these events or actions.

## 2. RISKS RELATING TO PURCHASED RECEIVABLES

### (a) Unsecured rights against Seller

The Issuer's claims against the Seller arising as a result of the disposal of the related Financed Object are, other than in respect of Scots law governed Financing Contracts, which may be subject to the floating charge granted by the Seller to the Issuer, unsecured contractual claims against the Seller. The Issuer is therefore dependent upon the Seller actually recovering such proceeds from the sale of any Financed Object and remitting to the Issuer any proceeds of such realisation.

In this respect, UK Government lockdowns, restrictions, requirements to maintain social distance and related obligations introduced to combat the effect of Covid-19 and relating to health and safety in the workplace may restrict MNF's ability (and the ability of third party collection agents with which it works) to carry out collections procedures in the ordinary course. MNF uses vehicle auction houses to sell repossessed and redelivered Financed Objects. Restrictions on the operation of non-essential services have resulted in the temporary closure of those vehicle auction houses, in response to which they have established online auction platforms, the performance of which is more limited. Whilst restrictions on the operation of physical vehicle auctions have now been relaxed, it is as yet unclear the extent to which physical auction sales volumes will recover. Operating restrictions could also be re-introduced in future in response to national or local outbreaks of Covid-19.

To the extent the Seller does not adequately carry out its recovery procedures as against an Obligor or with respect to any Financed Object or otherwise account for any proceeds of such action to the Issuer or to the extent that operating restrictions are impacting the recovery procedures as against an Obligor or with respect to any Financed Object, the Issuer's ability to make payments on the Notes may be adversely affected.

### (b) Risk of Late Payment of Monthly Instalments

The performance of the Purchased Receivables depends on a number of factors, including general economic conditions, unemployment levels and the circumstances of individual Obligors (for example, loss of earnings, illness (including any illness arising in connection with an epidemic, including Covid-19), divorce and other similar factors). While each Purchased Receivable may have due dates for scheduled payments thereunder there is no assurance that the Obligors will pay on time, entirely or at all.

The risk of late payment by Obligors is in part mitigated by the Cash Reserve Account Release Amount (subject to the limitations set out in Condition 8.9 (*Senior Expenses Deficit*) of the Conditions), in the case of the Collateralised Notes, the use of the Principal Addition Amounts (subject to the limitations set out in Condition 8.9 (*Senior Expenses Deficit*) of the Conditions) and, in the case of all the Collateralised Notes, any excess spread applied through the Principal Deficiency Ledger. On the Closing Date the Specified Cash Reserve Account Required Balance will be equal to 1.0% of the aggregate Principal Amount Outstanding of the Class A Notes and the Class B Notes. Whilst it will amortise subject to a minimum of £2,918,770, if Obligors continuously make late payments, the Cash Reserve Amount may eventually be insufficient to enable the Issuer to meet its obligation to pay interest on the Class A Notes and the Class B Notes.

### (c) The Nature of Voluntarily Terminated Receivables and PCP Contracts could affect repayment of the Notes

In the event that an Obligor has paid at least 50% of the total amount payable for the Financed Object under the relevant Financing Contract, the Obligor may, pursuant to sections 99 and 100 of the Consumer Credit Act 1974, as amended (the "CCA"), terminate the relevant Financing Contract without making further monthly payments for the relevant Financed Object. In order to terminate the relevant Financing Contract, the Obligor is required to notify MNF in writing and, upon notification, the Obligor is to arrange for the Financed Object to be returned to MNF.

Such statutory right to make voluntary termination of the relevant Financing Contract does not apply in respect of Unregulated Financing Contracts. Following the termination of the Revolving Period, any exercise by an Obligor of its right to terminate the relevant Financing Contract may result in the Notes being redeemed earlier than anticipated. During the Revolving Period all amounts of Available Principal Receipts (after having provided for any Senior Expenses Deficit) will be applied on each Payment Date to purchase any Further Purchased Receivables or to the extent not used on such Payment Date will be credited to the Replenishment Ledger and may be used to pay the Further Purchase Price on any subsequent Further Purchase Date.

Where an Obligor exercises its right to voluntarily terminate the relevant Financing Contract, if the proceeds remitted to the Issuer from the sale of the relevant Financed Object (following its recovery by the Seller) are not sufficient to cover the purchase price paid by the Issuer for the related Purchased Receivable less any principal repayments from the relevant Obligor prior to the date of termination by the Obligor then this would result in the Issuer receiving less in respect of the related Purchased Receivable than it would have expected which may have an adverse effect on the Issuer's ability to make payments on the Notes.

Under Financing Contracts which are PCP Contracts, at the end of the term of the PCP Contract an Obligor may either settle the contract by paying the final balloon payment (the Final Payment Amount) plus an Option to Purchase Fee (if any) and thereby purchase the vehicle, or, subject to the Obligor having paid all payments due (including any interest, excess mileage charges, recovery charges and/or repair charges) and complied with all terms and conditions under the Financing Contract, return the vehicle to MNF in full and final settlement of the PCP Contract. The Final Payment Amount represents the anticipated value, determined at the inception of the PCP Contract, of the vehicle at the end of the PCP Contract (the Minimum Guaranteed Future Value), as determined by MNF with reference to the CAP Gold Book, a market standard tool for vehicle valuations.

Where the Obligor chooses to purchase the vehicle, title in the vehicle passes to the Obligor when the Obligor pays the Final Payment Amount plus any additional Option to Purchase Fee to the Servicer (and such Final Payment Amount and any Option to Purchase Fee shall form part of the Collections).

Where the Obligor instead chooses to return the vehicle (a "**Redelivered Vehicle**"), the vehicle will be inspected by an independent inspection agent to assess the vehicle's condition, maintenance and mileage. Any necessary repair charges or excess mileage charges will be payable by the Obligor. The Servicer will then sell the vehicle at auction and the sale proceeds net of any costs incurred by the Servicer in connection with the sale (the "**PCP Recoveries**") will be credited by MNF to the Collection Account, to be remitted to the Issuer.

The Issuer will be exposed to the risk that for PCP Contracts where the Obligor chooses to return the vehicle, the sale proceeds recoverable from the auction sale of the returned vehicle may be less than the anticipated Minimum Guaranteed Future Value of the vehicle determined at the outset of the Financing Contract and which would otherwise have been paid directly by the Obligor as the Final Payment Amount if the Obligor had decided to instead purchase the vehicle.

A decision of the Obligor whether to make the Final Payment Amount plus any Option to Purchase Fee or return the vehicle in lieu of such payment may be dependent in part on the size of the Final Payment Amount and the price that the vehicle is likely to obtain when sold. If the Final Payment Amount is greater than the market value of the vehicle at the end of the PCP Contract, the Obligor may be more likely to return the vehicle as it discharges any further obligations the Obligor may have under the Financing Contract (subject always to compliance with obligations to take reasonable care of the vehicle and any compensatory payments regarding the same, including the payment of any repair or excess mileage charges). If the PCP Recoveries remitted to the Issuer from the sale of a Redelivered Vehicle under a PCP Contract in lieu of a Final Payment Amount is insufficient to cover the purchase price paid by the Issuer for the related Purchased Receivables less any amounts received in respect of any Principal Balance from the relevant Obligor prior to the date of termination by the Obligor, then this would result in the Issuer receiving less in respect of the related Purchased Receivable than it would have expected, which could impact on the ability of the Issuer to make payments on the Notes.

To mitigate risk in PCP Contracts, MNF takes a conservative approach to determining the Minimum Guaranteed Future Value and the Final Payment Amount based on certain contractual mileage assumptions using the CAP Gold Book. Any customers taking advantage of the right to return the vehicle will be charged for any excess mileage or repairs above the contracted rate and any excessive wear and tear.

These factors could have an adverse effect on the Issuer's ability to make payments on the Notes and on the yield to maturity of the Notes.

(d) **Changing Characteristics of the Purchased Receivables during the Revolving Period**

During the Revolving Period, the amounts that would otherwise be used to repay the principal under the Notes on any Payment Date may be used to purchase Further Purchased Receivables from the Seller or to the extent not applied to pay the Further Purchase Price on such Payment Date, will be credited in the Replenishment Ledger to be applied on any other Further Purchase Date. In addition, the Initial Purchased Receivables Pool and any Further Purchased Receivables may also be prepaid or default during the Revolving Period, and therefore the characteristics of the Portfolio may change after the Closing Date, and could be substantially different at the end of the Revolving Period from the characteristics of the pool of Purchased Receivables in the Initial Purchased Receivables Pool. These differences could result in faster or slower repayments or greater losses on the Notes.

Although the Further Purchased Receivables purchased on each Further Purchase Date are required to have a maximum remaining term to maturity, and the Seller will make representations and warranties including that any Purchased Receivable satisfies the Eligibility Criteria and the sale to the Issuer of such Purchased Receivable will not cause the Portfolio to exceed certain concentration limit tests with respect to the Portfolio, the exact characteristics of the relevant Further Purchased Receivables will not be known as at

the Closing Date, and this could change the characteristics of the Portfolio, which could have an adverse effect on the quality of the Portfolio and could increase the Noteholders' risk of incurring losses on the Notes.

**(e) Reliance on Warranties**

If the Purchased Receivables should partially or totally fail to conform at the relevant Cut-Off Date to the warranties given by the Seller in the Receivables Purchase Agreement and such failure has a Material Adverse Effect on the interests of the Issuer or the Noteholders, MNF shall have until the end of the Monthly Period (or, if MNF elects, an earlier date) after the date that MNF became aware or was notified of such failure to cure or correct such failure. Any such breach or failure will not be deemed to have a Material Adverse Effect if such failure does not affect the ability of the Issuer to receive and retain timely payment in full on such Purchased Receivable. If MNF does not cure or correct such failure prior to such time, then MNF is required to repurchase the Purchased Receivable affected by such failure on the Payment Date following the expiration of such period (other than, for the avoidance of doubt, in the situation where the Purchased Receivable does not exist) at a price equal to the Principal Balance of the relevant Purchased Receivables as at the relevant Repurchase Date. The Issuer's rights under these provisions are, however, not secured, and the Noteholders bear the risk deriving from this fact.

For more information see summary of the "*Principal Transaction Documents - Receivables Purchase Agreement*".

**(f) Potential Adverse Changes to the Value and/or Composition of the Portfolio**

No assurances can be given that the respective values of the Financed Objects to which the Portfolio relates have not depreciated or will not depreciate at a rate greater than the rate which they were expected to do so on the date of origination of the Receivables. If this has happened or happens in the future, or if the new and used car market in the United Kingdom should experience a downturn, then any such scenario could have an adverse effect on the ability of Obligor to repay amounts under the relevant Financing Contracts and/or the likely amount to be recovered upon a sale of the Financed Objects upon default by Obligor, the exercise of a voluntary termination by an Obligor under a Financing Contract or the exercise by the Obligor of its option to return the Financed Object to MNF pursuant to a PCP Contract in lieu of a Final Payment Amount. This in turn could trigger losses in respect of the Notes.

**(g) The Revolving Period may end if the Seller is unable to originate additional Receivables**

During the Revolving Period, no principal will be paid to the Noteholders. Instead, on each Payment Date during the Revolving Period, Available Principal Receipts may be used to purchase Further Purchased Receivables in accordance with the Pre-Enforcement Principal Priority of Payments. If such amounts are not applied to purchase Further Purchased Receivables, then they will be credited to the Issuer Account and recorded on the Replenishment Ledger to be applied to purchase Further Purchased Receivables on subsequent Further Purchase Dates. If a Revolving Period Termination Event occurs, the Revolving Period will terminate and the amortisation period will commence.

The Seller does not, as of the date of this Prospectus, expect any shortage in availability of additional Receivables. However, the Seller is not obliged to sell any Further Purchased Receivables during the Revolving Period. If the Seller is unable to originate additional Receivables or if it does not sell Further Purchased Receivables, then the Revolving Period will terminate earlier than expected (subject to time and cash tests set out in limb (g) of the definition of Revolving Period Termination Event, which provides that a Revolving Period Termination Event will occur if on any two consecutive Payment Dates, the balance of the Replenishment Ledger as at the Calculation Date immediately preceding the relevant Payment Date is greater than 10 per cent of the Aggregate Initial Cut-Off Date Principal Balance, in which case the Noteholders will receive payments of principal on the Notes earlier than expected.)

**(h) Risk of Early Repayment and Rate of Prepayment**

In the event that the Financing Contracts underlying the Purchased Receivables are prematurely terminated or otherwise settled early (including pursuant to the exercise of early termination or early repayment rights by the Obligor, where applicable), the principal repayment of the Notes may be earlier than expected and, therefore, the yield to maturity on the Notes may be adversely affected by a higher or lower than anticipated rate of Prepayment of the Purchased Receivables. The rate of Prepayment of Purchased Receivables cannot be predicted and is influenced by a wide variety of economic and other factors, including prevailing interest rates, the buoyancy of the vehicle finance market, the availability of alternative financing and local and regional economic conditions. If any of the above circumstances occur, the Notes may be redeemed earlier than anticipated by the Noteholders. See "*Estimated Weighted Average Life of the Notes*".

**(i) Geographical concentration of the Obligor**

The Obligor under the Purchased Receivables are located throughout the UK. These Obligor may be concentrated in certain locations, such as densely populated or industrial areas (for more information see "*The Provisional Portfolio*"). Deterioration in the economic condition of the areas in which the Obligor are located, may have an adverse effect on the ability of the Obligor to make payments under the Purchased Receivables. This may, in turn, increase the risk of losses on the Purchased Receivables. A concentration of Obligor in certain areas may result in a greater risk that the holders of Notes may ultimately not receive the full principal amount of



the Notes and interest thereon as a result of such uncovered losses incurred in respect of the Purchased Receivables than if such concentration had not been present.

(j) **Market for Receivables**

The ability of the Issuer to redeem all the Notes in full, including after the occurrence of an Enforcement Event, whilst any of the Purchased Receivables remain outstanding, may depend on whether the Purchased Receivables can be sold, otherwise realised by the Issuer or the Trustee or refinanced by the Issuer so as to obtain a sufficient amount available for the distribution to enable the Issuer to redeem the Notes. There is no active and liquid secondary market for hire purchase receivables and personal contract receivables in the United Kingdom and no assurance can be given as to whether it might develop. It is therefore possible that none of the Issuer or the Trustee is able to sell or otherwise realise the Receivables and that the Issuer is not able to refinance the Receivables on appropriate terms should it be necessary for it to do so. This, in turn, could have an adverse effect on the Issuer's ability to make payments under the Notes.

(k) **Value of Financed Objects**

The Issuer will acquire the Receivables from MNF. The market value of the Financed Objects relating to such Receivables will generally fluctuate with, among other things, changes in prevailing interest rates, general economic conditions, international political events, developments or trends in any particular industry. No assurances can be given that the respective values of the Financed Objects have not depreciated or will not depreciate at a rate greater than the rate which they were expected to do so on the date of origination of the relevant Receivable. Please also see "*The Covid-19 pandemic may exacerbate certain risks in relation to the Notes*".

The market value of the Financed Objects relating to the Purchased Receivables may also be affected under certain circumstances if the relevant vehicle manufacturer were to suffer financial difficulties. Several vehicle manufacturers are subject to governmental information requests, inquiries and investigations as well as litigation relating to environmental, securities, criminal, antitrust and other laws and regulations in connection with diesel exhaust emissions. Several federal and state authorities, including in Europe, the United States and Asia, have inquired about and are investigating test results, of the emission control systems used in diesel vehicles and as well as related legal issues and implications, including, but not limited to, under applicable environmental, securities, criminal and antitrust laws.

In addition international, national and local standards regarding emissions by vehicles, including CO2 emissions, fuel consumptions, engine performance and noise emissions are currently subject to discussions including the strengthening of the tax regime for diesel vehicles and tighter regulatory standards for diesel vehicles' exhaust emission benchmarks. It is not clear at this stage whether such standards will apply only to new vehicles or will be extended to used vehicles. As a result, there is a risk of decline of the market value of diesel vehicles.

A recent feature of the vehicle market has also been the production of hybrid and/or wholly electric vehicles. Such developments in the auto industry may have an adverse impact on the resale market value of vehicles (other than hybrid or wholly electric vehicles) which may in turn affect the ability of the Issuer to pay in full or redeem the Notes.

(l) **Risk of Non-Existence of Purchased Receivables**

In the event that any of the Purchased Receivables have not come into existence at the time of their assignment to the Issuer under the Receivables Purchase Agreement, such assignment would not result in the Issuer acquiring ownership title in such Purchased Receivable. The Issuer would not receive adequate value in return for its Purchase Price payment. This result is independent of whether the Issuer, at the time of assignment, is not aware of the non-existence and therefore acts in good faith with respect to the existence of such Purchased Receivable or not. This risk, however, will be mitigated by contractual representations and warranties and the contractual obligation that MNF shall pay to the Issuer an amount equal to the deemed amount of the Principal Balance of such non-existent Receivables as at the date of such payment. This may affect the ability of the Issuer to make payments on the Notes. For more information see summary of the "*Principal Transaction Documents - Receivables Purchase Agreement*".

3. **RISKS RELATING TO THE STRUCTURE**

(a) **Subordination of the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Residual Certificates**

Pursuant to the payments priorities, certain junior Classes of Notes are subordinated in right of payment of principal and interest to more senior Classes of Notes.

The Class A Notes will rank *pro rata* and *pari passu* without preference or priority among themselves at all times as to payments of interest and principal, as provided in the Conditions and the Transaction Documents.

The Class B Notes will rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of interest and principal at all times, but subordinate to the Class A Notes, as provided in the Conditions and the Transaction Documents.

The Class C Notes will rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of interest and principal at all times, but subordinate to the Class A Notes and the Class B Notes, as provided in the Conditions and the Transaction Documents.

The Class D Notes will rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of interest and principal at all times, but subordinate to the Class A Notes, the Class B Notes and the Class C Notes, as provided in the Conditions and the Transaction Documents.

The Class E Notes will rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of interest and principal at all times, but subordinate to all payments due in respect of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes, as provided in the Conditions and the Transaction Documents.

The Class F Notes will rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of interest and principal at all times, but subordinate to all payments due in respect of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, as provided in the Conditions and the Transaction Documents.

The Class X Notes will rank *pro rata* and *pari passu* without preference or priority among themselves in relation to payment of interest and principal at all times, but subordinate to all payments due in respect of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, as provided in the Conditions and the Transaction Documents. Prior to delivery of an Enforcement Notice, payments of interest and principal on the Class X Notes will only be made from Available Revenue Receipts to the extent of amounts available in accordance with the Pre-Enforcement Interest Priority of Payments.

The Residual Certificates will rank *pro rata* and *pari passu* without preference or priority among themselves in relation to Residual Payments at all times, and are subordinate to all payments due in respect of the Notes, as provided in the terms and conditions of the Residual Certificates and the Transaction Documents. In addition to the above, payments on the Notes and the Residual Certificates are subordinate to payments of certain senior ranking fees, costs and expenses, including those payable as Senior Expenses.

There is no assurance that these subordination rules will protect the holders of Notes from risk of loss.

**(b) No Right, Title or Interest in the Vehicles**

The Seller will only transfer the benefit of the Purchased Receivables, which will consist of unsecured monetary obligations of Obligors under the Financing Contracts, and the proceeds (net of associated expenses and value added tax) of sale (including any conditional sale or other disposition) of any Financed Object following their return, repossession or recovery by the Seller or its agents. The Issuer will rely on the Seller to fulfil its contractual undertaking to pay to the Issuer any net proceeds of such sale.

The Issuer will not receive any right, title or interest in the Financed Objects themselves which are the underlying subject matter of the Financing Contracts and will have no direct right to repossess a Financed Object if an Obligor defaults under the relevant Financing Contract. If the Financing Contracts are governed by Scots law any net sale proceeds in relation to the sale of the Financed Objects the subject of such Financing Contracts will be subject to a floating charge granted by the Seller to the Issuer, the Issuer will rely on the Seller to fulfil its contractual undertaking to pay to the Issuer any net proceeds of such Financing Contracts. The Issuer will rely on the Servicer to exercise the rights and carry out the obligations pursuant to the Servicing Agreement. MNF as Servicer will undertake for the benefit of the Issuer that it will act in the best interests of the Issuer in the Servicer's relations with Obligors and in its exercise of any discretion arising from its performance of the Services and that it will lend its name to, and take such other steps as may be required by the Issuer in relation to, any action (whether through the courts or otherwise) in respect of the Financing Contracts. Furthermore, it should be noted that it may be difficult to trace and repossess any Financed Object, that any proceeds arising on the disposal of a Financed Object may be less than the total amount outstanding under the relevant Financing Contract, that any Financed Object may be subject to an existing lien or similar right (for example, in respect of repairs carried out by a garage for which no payment has yet been made) and that any action to recover outstanding amounts may not be pursued if to do so would be uneconomic.

As the Issuer does not have any rights in, over or to the Financed Objects but only to the sale proceeds thereof, in the event of any insolvency of the Seller, the Issuer is reliant on any administrator or liquidator of the Seller taking appropriate steps to sell any such Financed Object that has been returned, repossessed or recovered. As the sale proceeds from the Financed Objects have been assigned to the Issuer pursuant to the Receivables Purchase Agreement, the Financed Objects will have no economic value to the insolvent estate and therefore to the Seller's creditors as a whole. It is therefore unlikely that an administrator or liquidator of the Seller will have any incentive to take any steps to deal with the Financed Objects contrary to the provisions of the Transaction Documents. However, in the absence of such an economic interest, the administrator or liquidator may not be incentivised to realise the value of the Financed Objects in a timely manner. In order to incentivise the liquidator or administrator to realise the value of the Financed Objects or alternatively to cooperate in any realisation, the Issuer is required to pay the Administrator Recovery Incentive to the liquidator or administrator.

However, there can be no certainty that any administrator or liquidator would take such actions to sell any Financed Object which are returned, repossessed or recovered. Furthermore, any failure or delay on the part of an administrator or liquidator to sell or consent to the sale of a Financed Object could have an adverse effect on the ability of the Issuer to make payments on the Notes.

The Seller owns the Financed Objects (being the subject of the Purchased Receivables) outright. If an Obligor were to default on its payment obligations and the Servicer, after exhausting any payment restructuring avenue in accordance with the Seller's collections procedures (for more information see the description of MNF's collections procedures in "*Business Procedures of MNF – Collections*"), sells the related Financed Objects, the recoveries from such sale may be below what the Seller was expecting. The impact of this may, in part, be mitigated through indemnity or default interest provisions in the related Financing Contracts (if applicable). If the sale of a Financed Object results in recoveries that are below what was owed by the relevant Obligor under the relevant Purchased Receivable, this could lead to losses on the Notes.

**(c) Considerations relating to the Revolving Period**

On each Payment Date falling in the Revolving Period, the Available Principal Receipts that would otherwise be used to repay principal on the Notes may be used to purchase further Receivables from the Seller, with any remainder being credited to the Replenishment Ledger. Therefore, no principal payments will be made on the Notes until the termination of the Revolving Period.

Following the occurrence of a Revolving Period Termination Event, the Revolving Period will terminate and no further Receivables may be sold by the Seller to the Issuer after the date of the event.

The Purchased Receivables comprising the Initial Purchased Receivables and Further Purchased Receivables may also be prepaid or defaulted during the Revolving Period, and therefore the characteristics of the Purchased Receivables may change after the Closing Date, and could be substantially different at the end of the Revolving Period from the characteristics of the Initial Purchased Receivables Pool. These differences could result in faster or slower repayments or greater losses on the Notes.

As a result of the purchase of Further Purchased Receivables during the Revolving Period, concentrations of Obligors in the pool may be substantially different from the concentrations that exist on the Closing Date, although any purchase of Further Purchased Receivables is required to comply with the concentration limits as part of the Eligibility Criteria. Such concentrations or other changes of the pool could adversely affect the delinquency, or credit loss, of the Purchased Receivables.

**(d) Rights Available to Holders of Notes of Different Classes and Residual Certificateholders**

In performing its duties as trustee for the Noteholders and Residual Certificateholders, the Trustee will have regard to the interests of all Noteholders and Residual Certificateholders. Where, however, there is a conflict between the interests of the holders of one Class of Notes or the Residual Certificates and the holders of the other Class of Notes or Residual Certificates, the Trustee will be required to have regard only to the holders of the Most Senior Class of Notes Outstanding and will not have regard to any lower ranking class of Notes or Residual Certificates nor to the interests of the other Transaction Creditors except to ensure the application of the Issuer's funds after the delivery of a notice of an Enforcement Event in accordance with the Post-Enforcement Order of Priority. As such, if an investor holds Notes which are not the Most Senior Class of Notes Outstanding, the Trustee may not be required to have regard to the interests of that Noteholder in some circumstances.

**(e) Interest Rate Risk**

The Issuer has entered into an Swap Agreement to mitigate the interest rate exposure in respect of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class X Notes because the Purchased Receivables bear interest at fixed rates, while the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class X Notes will bear interest at floating rates based on Compounded Daily SONIA. The cash flows of the Purchased Receivables required to make interest and principal payments under the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class X Notes will not be adjusted in accordance with changes in floating interest rates. The Issuer will use payments made by the Interest Rate Swap Counterparty to make payments on such Notes on each Payment Date.

During those periods in which the floating rate Sterling amounts payable by the Interest Rate Swap Counterparty under the Swap Agreement are substantially greater than the fixed rate Sterling amounts payable by the Issuer under the Swap Agreement, the Issuer will be more dependent on receiving payments from the Interest Rate Swap Counterparty in order to make interest payments on the Notes. If the Interest Rate Swap Counterparty fails to pay any amounts when due under the Swap Agreement, the Collections from Purchased Receivables and the Cash Reserve Amount may be insufficient to make the required payments on the Notes and the Noteholders may experience delays and/or reductions in the interest and principal payments on the Notes.

During those periods in which the floating rate Sterling amounts payable by the Interest Rate Swap Counterparty under the Swap Agreement are less than the fixed rate Sterling amounts payable by the Issuer under such Swap Agreement, the Issuer will be obligated under the Swap Agreement to make a payment to the Interest Rate Swap Counterparty. Such amounts (other than Subordinated

Termination Payments) will rank higher in priority than payments on the Notes. If on any Payment Date, a payment under the Swap Agreement is due to the Interest Rate Swap Counterparty, the Purchased Receivables and the Cash Reserve Amount may be insufficient to make the required payments on the Notes and the Noteholders may experience delays and/or reductions in the interest and principal payments under the Notes.

Notwithstanding the foregoing, in the event Compounded Daily SONIA as calculated under the Swap Agreement is negative for any related calculation period such that the amount due and payable by the Interest Rate Swap Counterparty to the Issuer on such Payment Date would be a negative sum, the Issuer shall instead pay to the Interest Rate Swap Counterparty the absolute value of such amount as more fully set out in "*Summary of Principal Transaction Documents – Swap Agreement*" below. Changes to SONIA may therefore adversely affect payments under the Swap Agreement, which could result in the Issuer having insufficient amounts available to it to make payments on the Notes, and investors should note the risk factor – "*The market continues to develop in relation to SONIA as a reference rate in the capital markets*" below in respect of such risks.

**(f) Deferral of Interest Payments**

If, on any Payment Date, the Issuer has insufficient funds to make payment in full of all amounts of interest payable in respect of: (i) whilst the Most Senior Class of Notes Outstanding are the Class A Notes, any of the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes or the Class X Notes; and (ii) (A) whilst the Most Senior Class of Notes Outstanding are the Class B Notes or (B) when the Class A Notes and the Class B Notes have been redeemed in full, any of the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes or the Class X Notes, then the Issuer will be entitled under Condition 6.2 (*Interest – Payment Dates and Interest Periods*) to defer payment of such amounts (to the extent of the insufficiency) until the first Payment Date on which the Issuer has sufficient funds or any other date on which the Notes are to be redeemed in full. Such deferral could mean that the Noteholders will experience delays and/or may experience reductions in the interest payments under the relevant Notes, however, any such deferral will not constitute an Enforcement Event. Failure to pay interest on the Class A Notes or, if there are no Class A Notes then outstanding, the Class B Notes, shall constitute an Enforcement Event under the Notes which may result in the Trustee enforcing the Issuer Security.

**(g) Conflicts of Interest**

MNF is acting in a number of capacities in connection with the transaction. MNF will have only those duties and responsibilities expressly agreed to by it in the relevant Transaction Document to which it is a party and will not, by virtue of it or any of its Affiliates acting in any other capacity, be deemed to have any other duties or responsibilities or be deemed to be held to a standard of care other than as expressly provided therein.

In addition, each of Lloyds Bank Corporate Markets plc, BofA Merrill Lynch, MUFG Securities EMEA plc and J.P. Morgan AG in their various capacities in connection with the transaction may enter into business dealings from which they may derive revenues and profits without any duty to account therefor in connection with the transaction.

MNF in particular may hold and/or service claims against the Obligors other than the Purchased Receivables. The interests or obligations of MNF with respect to such other claims may in certain aspects conflict with the interests of the Noteholders.

All the aforementioned parties (and their Affiliates) may engage or may have engaged in commercial relationships, in particular, be lender, provide general banking, investment, hedging and other financial services to the Seller, the Obligors and other parties. In such relationships the aforementioned parties are not obliged to take into account the interests of the Noteholders. Accordingly, because of these relationships, potential conflicts of interest may arise out of the transaction.

**(h) Modification of Transaction Documents without consent of Noteholders or Residual Certificateholders**

The Conditions provide that the Trustee may, without any consent or sanction of the Noteholders, the Couponholders, the Residual Certificateholders or any other Transaction Creditor, concur with the Issuer and, subject to Conditions 16.4 and 16.5 (*Modification, Waiver and Substitution - Restriction on Power to Waive*), any other relevant party to any of the Transaction Documents in making or sanctioning any modification to the Conditions, the Trust Deed, the Notes, the Residual Certificates, the Residual Certificate Conditions or any of the other Transaction Documents to which it is a party or over which it has security if, in the Trustee's opinion, such modification, (i) (other than a Basic Terms Modification) will not be materially prejudicial to the interests of the Noteholders or Residual Certificateholders (as applicable); or (ii) is of a formal, minor, administrative or technical nature or to correct a manifest error.

The Conditions also specify that certain categories of amendments (including changes to majorities required to pass resolutions or quorum requirements) would be classified as Basic Terms Modifications. Investors should note that a Basic Terms Modification is required to be sanctioned by an Extraordinary Resolution of Noteholders of each other class of Notes and an Extraordinary Resolution of the Residual Certificateholders. In addition, the Trustee shall not exercise any powers conferred upon it by Condition 16 (*Modification, Waiver and Substitution*) without the prior written consent of the Interest Rate Swap Counterparty if the proposed amendment would affect the amount, timing or priority of any payments or deliveries due from the Issuer to Interest Rate Swap Counterparty or from the Interest Rate Swap Counterparty to the Issuer.

The Trustee may in certain circumstances agree to amendments to the Conditions, the Residual Certificates Conditions and/or the Transaction Documents for the purpose of enabling the Issuer or any of the other Transaction Parties to (i) comply with any requirements under Regulation (EU) 648/2012, commonly known as the European Market Infrastructure Regulation (as amended, "**EMIR**"), MIFID II/MiFIR or SFTR (as applicable); (ii) comply with any requirements under FATCA; (iii) open additional accounts with an additional account bank or move the Accounts to be held with an alternative account bank with the Minimum Rating; (iv) comply with any change in the criteria of one or more Rating Agencies; (v) complying with: (1) Article 6 of the Securitisation Regulation, after the Closing Date, including as a result of the adoption of additional regulatory technical standards in relation to the Securitisation Regulation or any other risk retention legislation or regulations or official guidance in relation thereto applicable to the Issuer or MNF; or (2) any other provision of (A) the Securitisation Regulation, including Articles 19, 20, 21 or 22 of the Securitisation Regulation, (B) Regulation (EU) 2017/2401 (which amends Regulation (EU) No 575/2013 on prudential requirements for credit institutions and investment firms); (vi) enable the Notes to be (or to remain) listed on Euronext Dublin; (vii) comply with the CRA Regulation; (viii) enable the Issuer to open any custody account or swap collateral account for the receipt of any collateral posted by the Interest Rate Swap Counterparty under the Swap Agreement in the form of either securities or cash in a currency other than Sterling; or (ix) effect a Benchmark Rate Modification (each, a "**Proposed Amendment**"), without the consent of Noteholders or Residual Certificateholders pursuant to and in accordance with the detailed provisions of Condition 16 (*Modification, Waiver and Substitution*) and Residual Certificates Condition 15 (*Modification, Waiver and Substitution*).

In relation to any Proposed Amendments under limbs (ii), (iv), (vi) or (ix) above, the Issuer is required to give at least 30 days' notice to the Noteholders of each Class and the Residual Certificateholders of the proposed modification in accordance with Condition 17 (*Notices to Noteholders*) and Residual Certificates Condition 16 (*Notices to Residual Certificateholders*) and by publication on Bloomberg on the "Company News" screen relating to the Issuer. However, Noteholders should be aware that, in relation to each Proposed Amendment, unless Noteholders representing at least 10% of the aggregate Principal Amount Outstanding of the Most Senior Class of Notes Outstanding (or, if there are no Notes outstanding, Residual Certificateholders representing at least 10% of the number of the Residual Certificates) have contacted the Paying Agent or the Issuer in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Notes may be held) within such notification period notifying the Issuer that such Noteholders or Residual Certificateholders (as applicable) do not consent to the modification, the modification will be passed without Noteholder or Residual Certificateholder consent. This requirement does not apply to any Proposed Amendments other than those specified above. Proposed Amendments to which this requirement does not apply can be agreed to by the Trustee without Noteholder or Residual Certificateholder consent.

In relation to any Proposed Amendments under limbs (ii), (iv), (vi) or (ix) above, if Noteholders representing at least 10% of the aggregate Principal Amount Outstanding of the Most Senior Class of Notes Outstanding (or, if there are no Notes outstanding, Residual Certificateholders representing at least 10% of the number of the Residual Certificates) have notified the Paying Agent or the Issuer in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Notes may be held) within the notification period referred to above that such Noteholders or, as the case may be, Residual Certificateholders do not consent to the Proposed Amendment, then such Proposed Amendment will not be made unless an Extraordinary Resolution of the Noteholders of the Most Senior Class of Notes Outstanding or Residual Certificates (as applicable) is passed in favour of the Proposed Amendment in accordance with Condition 15 (*Meetings of Noteholders and Residual Certificateholders*) and Residual Certificates Condition 16 (*Modification, Waiver and Substitution*).

The Trustee shall not be obliged to agree to any modification which, in the sole opinion of the Trustee would have the effect of (i) exposing the Trustee to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (ii) increasing the obligations or duties, or decreasing the rights or protection, of the Trustee in the Transaction Documents and/or the Conditions. In addition, the prior written consent of the Interest Rate Swap Counterparty shall be required for any Proposed Amendment if the modification would affect the amount, timing or priority of any payments or deliveries due from the Issuer to Interest Rate Swap Counterparty or from the Interest Rate Swap Counterparty to the Issuer.

As such, changes made to the Transaction Documents, the Conditions pursuant to the obligations imposed on the Trustee, as described above, could, in some circumstances, be prejudicial to the Noteholders.

#### 4. **RISKS RELATING TO TRANSACTION PARTIES**

##### (a) **Reliance on Administration and Collection Procedures**

MNF, in its capacity as Servicer, will carry out the administration, collection and enforcement of the Purchased Receivables in accordance with the Servicing Agreement and, in particular, the Administration and Collection Procedures (see "*Summary of the Principal Transaction Documents - Servicing Agreement*").

Accordingly, the Noteholders are relying on the business judgement and practices of MNF as they exist from time to time, in its capacity as Servicer, including enforcing claims in respect of Purchased Receivables against Obligor.

The Servicer has undertaken to procure that all Collections are paid into the Collection Account in accordance with the Servicing Agreement. However, no assurances can be given that the Servicer will forward all amounts collected on the due date or on demand (however, it should be noted that the Issuer may in such case replace the Servicer's appointment). Any delays by the Servicer in forwarding monies collected from relevant Obligor may result in payments to holders of the Notes not being paid in full and/or on a timely basis. For further details on the role of the Servicer and the circumstances in which the appointment of the Servicer may be replaced see "*Summary Of Principal Transaction Documents – Servicing Agreement*".

**(b) Credit Risk of the Parties**

The ability of the Issuer to meet its obligations to pay any principal and interest payments in respect of the Notes (and its operating and administration expenses) depends to a large extent upon the ability of the parties to the Transaction Documents to perform their contractual obligations. In particular, and without limiting the generality of the foregoing, the timely payment of amounts due in respect of the Notes depends on the ability of the Servicer to service the Purchased Receivables, on the maintenance of the level of interest rate risk protection offered by the Swap Agreement and on the creditworthiness of the Account Bank at which the Issuer Account and the Cash Reserve Account are held, although the amounts standing to the credit of the Cash Reserve Account from time to time is intended to mitigate this risk to an extent. In this respect, it should be noted that the Account Bank is required to have certain Minimum Ratings (see "*Summary of the Principal Transaction Documents – Account Agreement*") and that, if the Account Bank is downgraded below such Minimum Ratings, the Issuer will have an obligation to find a substitute account bank with the requisite rating and move the Accounts to such bank or to enter into a guarantee with another bank with the requisite rating.

**(c) Risk of Change of Servicer**

If MNF's appointment as Servicer is terminated, the Issuer has the right to appoint a successor Servicer pursuant to the Servicing Agreement. Any substitute Servicer which may replace the Servicer in accordance with the terms of the Servicing Agreement would have to be able to administer the Purchased Receivables in accordance with the terms of the Servicing Agreement, be duly qualified and authorised to administer finance contracts in England and Wales and Scotland such as the Financing Contracts and may be subject to certain residence and/or regulatory requirements. Further, while MNF acting as Servicer receives only a small Servicer Fee, it should be noted that any substitute Servicer (other than a (direct or indirect) subsidiary of MNF to which the servicing and collection of the receivables and the related collateral of MNF may be outsourced) will be entitled to a Servicer Fee which ranks senior to the Notes according to the applicable Priority of Payments. There may be losses or delays in processing payments or losses on the Purchased Receivables due to a disruption in servicing during a transfer to a successor Servicer, or because the successor Servicer is not as experienced as MNF. This may cause delays in payments or losses under the Notes.

**(d) The Issuer's Reliance on Third Parties**

The Issuer is a party to contracts with a number of other third parties that have agreed to perform certain services in relation to, *inter alia*, the Notes. For example, the Interest Rate Swap Counterparty has agreed to enter into the Swap Agreement, the Corporate Services Provider has agreed to provide corporate services to the Issuer and the Servicer, the Cash Manager, the Agent Bank and the Paying Agent have agreed to provide servicing, cash administration, payment, administration and calculation services in connection with the Notes and the Financing Contracts. In the event that any relevant third party fails to perform its obligations under the respective agreements (including any failure arising from circumstances beyond their control, such as epidemics) to which it is a party, the Noteholders may be adversely affected. For example, the Covid-19 outbreak has led to many organisations either closing or implementing policies requiring their employees to work at home, which could result in delays or difficulties in performing otherwise routine functions as well as financial mitigation measures put in place by the UK Government and/or central bank, which could adversely affect operations of such third parties, although it is too early to accurately predict the financial and business impact of the Covid-19 outbreak at this time.

**5. LEGAL RISKS AND REGULATORY RISKS RELATING TO UNDERLYING ASSETS**

**(a) Ratings of Rated Notes and Confirmations of Ratings**

The ratings assigned to the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class X Notes by the Rating Agencies are based on the terms of the Transaction Documents and other relevant structural features of this transaction, including the short-term and long-term unsecured, unguaranteed and unsubordinated debt ratings of the Interest Rate Swap Counterparty, the short-term and long-term unsecured, unguaranteed and unsubordinated debt ratings of the Account Bank and the long-term unsecured, unguaranteed and unsubordinated debt ratings of the Servicer and reflect only the views of the Rating Agencies.

The ratings assigned by S&P to the Rated Notes address (i) (x) in the case of the Class A Notes and the Class B Notes, the timely payment of interest on such Classes of Notes on each Payment Date or (y) in the case of the Class C Notes, the Class D Notes, the Class E Notes and the Class X Notes, the ultimate payment of interest on the Class C Notes, the Class D Notes, the Class E Notes and the Class X Notes on the Final Maturity Date and (ii) the ultimate repayment of the Principal Amount Outstanding of the Rated Notes on or before the Final Maturity Date. The ratings assigned by Moody's address (i) the timely payment of interest on the Class A Notes

and the Class B Notes and (ii) the expected loss posed to investors in the Rated Notes by the Final Maturity Date. A rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by any of the Rating Agencies. There is no assurance that any such ratings will continue for any period of time or that they will not be reviewed, revised, suspended or withdrawn entirely by any of the Rating Agencies as a result of changes in or unavailability of information or if, in the judgement of the Rating Agencies, circumstances so warrant. A qualification, downgrade or withdrawal of any of the ratings mentioned above may impact upon the value of the Rated Notes.

Agencies other than the Rating Agencies could seek to rate the Notes and, if such unsolicited ratings are lower than the comparable ratings assigned to the Rated Notes by the Rating Agencies, those shadow ratings could have an adverse effect on the value of the Notes. For the avoidance of doubt and unless the context otherwise requires, any references to "**ratings**" or "**rating**" in this Prospectus are to ratings assigned by the specified Rating Agencies only.

(b) **Equitable Assignment**

The assignment by the Seller to the Issuer of the benefit of the Purchased Receivables and Ancillary Rights derived from Financing Contracts governed by the laws of England and Wales will take effect in equity only because no notice of the assignment will be given to Obligor, unless a Notification Event occurs.

The giving of notice to the Obligor of the Seller's assignment (whether directly or indirectly) to the Issuer would have the following consequences:

- (i) notice to the Obligor would "perfect" the assignment so that the Issuer would take priority over any interest of a later encumbrance or assignee of MNF's rights who has no notice of the assignment to the Issuer;
- (ii) notice to the Obligor would mean that the Obligor should no longer make payment to MNF as creditor under the Financing Contract but should make payment instead to the Issuer. If the Obligor were to ignore a notice of assignment and pay MNF for its own account, the Obligor might still be liable to the Issuer for the amount of such payment. However, for so long as MNF remains the Servicer under the Servicing Agreement it is also the agent of the Issuer for the purposes of the collection of the Purchased Receivables and will, accordingly, be accountable to the Issuer for any amount paid to it in respect of the Purchased Receivables;
- (iii) notice to the Obligor would prevent MNF and the Obligor amending the relevant Financing Contract without the involvement of the Issuer. However, MNF will undertake for the benefit of the Issuer that it will not waive any breach under, or amend the terms of, any of the Financing Contracts, other than in accordance with its Customary Operating Practices; and
- (iv) lack of notice to the Obligor means that the Issuer will have to join MNF as a party to any legal action which the Issuer may want to take against any Obligor. MNF will, however, undertake for the benefit of the Issuer that it will lend its name to, and take such other steps as may be required by the Issuer or the Trustee in relation to any action in respect of the Purchased Receivables.

Until notice is given to the Obligor, equitable set-offs (such as referred to in "*Consumer Credit Regulation in the UK - Consumer Credit Act 1974*", "*Consumer Credit Regulation in the UK - Sale of Goods Act 1979*" and "*Consumer Credit Regulation in the UK - Unfair Terms in Consumer Contracts Regulations 1999*" below) may accrue in favour of the Obligor in respect of his obligation to make payments under the relevant Financing Contract. The assignment of any Purchased Receivables to the Issuer will be subject both to any prior equities which have arisen in favour of the Obligor and to any equities which may arise in the Obligor's favour after the assignment until such time (if ever) as he receives actual notice of the assignment. However, where the set-off by an Obligor is connected with the Financing Contract (as would be the case for claims in respect of any Ancillary Products or vehicle defects) the Borrower may exercise a set-off (or exercise analogous rights in Scotland), irrespective of any notice given to them of the assignment to the Issuer.

Notification Events have been put in place in the transaction to mitigate the risk deriving from the equitable assignment but there can be no certainty as to the timing and effectiveness of such Notification Events and the equitable set-off risks outlined above may result in the Issuer receiving less monies than anticipated from the Purchased Receivables which may in turn impact the Issuer's ability to make payments of interest to Noteholders.

(c) **Certain Financing Contracts regulated by UK Consumer Laws and Protection which may have a material adverse effect on the Notes**

UK consumer protection laws regulate consumer credit contracts, including certain Financing Contracts (such Financing Contracts, the "**Regulated Financing Contracts**"). If a Regulated Financing Contract does not comply with these laws, the Servicer may be prevented from or delayed in enforcing the Regulated Financing Contract and collecting amounts due on the related Purchased Receivable and this could have an adverse effect on the ability of the Issuer to make payments of interest and/or principal on the Notes.

The application of the relevant UK consumer protection laws to the Regulated Financing Contracts has several consequences, including the following:

- the Seller has to comply with authorisation and permission requirements and the credit agreement must comply with origination requirements. If they do not comply with those requirements, then the credit agreement may be unenforceable against the Obligor in certain circumstances (refer to the section "*Consumer Credit Regulation in the UK*" for further details);
- the Seller or Servicer, as applicable, must comply with specific requirements regarding variation of the Regulated Financing Contracts and the provision of such information as periodic statements, arrears notices and default notices. Failure to comply with such requirements could result in the Regulated Financing Contract becoming unenforceable (although depending on the circumstances, such unenforceability may only last while the default continues or until compliance is achieved). Further, the Obligor is not liable to pay interest or default fees for any period when requirements as to periodic statements or arrears notices are not complied with;
- the Obligor has a right to withdraw from the relevant Financing Contract in certain circumstances;
- the Obligor has a statutory right to terminate a regulated consumer credit contract and return the Financed Object to the Seller. In this circumstance, the Obligor must pay to the Seller all arrears, one half of the total amount payable under the Financing Contract to maturity and all other sums due but unpaid under the contract (including any deposit);
- if an Obligor exercises its rights to terminate a Financing Contract pursuant to sections 99 and 100 of the CCA, it is possible that the Notes may be redeemed earlier than anticipated;
- an Obligor also has a statutory right to early settlement of the contract;
- if certain default or enforcement proceedings are taken or notice of early termination is served on an Obligor, the Obligor can apply to the court under section 129 of the CCA for a time order to change the timing of payments under the relevant Regulated Financing Contract or to repay the outstanding sum by lower instalments than provided for in the relevant Regulated Financing Contract. Under the provisions of the CCA the court has a wide discretion to make an order incorporating such amendments to the relevant Regulated Financing Contract as it considers fit, in order to achieve the objectives of the time order;
- the court has power to determine that the relationship between the Seller and Obligor arising out of the credit agreement (whether alone or with any related agreement) is unfair to the customer. If the court makes the determination, then it may make an order, among other things, requiring the originator, or any assignee such as the Issuer, to repay any sum paid by the customer. In deciding whether to make the determination, the court is required to have regard to all matters it thinks relevant, including the Seller's conduct before and after making the credit agreement, and may make the determination even after the relationship has ended;
- a disposition of the Financed Object by the Obligor to a bona fide private purchaser without notice of the Regulated Financing Contract will transfer the Seller's title to the Financed Object to the purchaser;
- complaints against authorised persons under FSMA relating to conduct in the course of specified regulated activities (including in relation to consumer credit) can be determined by the Financial Ombudsman Service (the "**FOS**"), an out-of-court dispute resolution scheme. Given the way FOS makes its decisions it is not possible to predict how any future decision of the FOS would affect the Issuer's ability to make payments in full when due on the Notes;
- an Obligor that is a private individual may be entitled to claim damages for loss suffered as a result of any contravention by a Financial Conduct Authority ("**FCA**") authorised person of a rule under the FSMA. Such Obligor may set-off any such damages that are awarded against the amount it owes under a Regulated Financing Contract. Any such set-off may adversely affect the Issuer's ability to make payments in full when due on the Notes;
- the Seller has to comply with certain post-contractual information requirements under the CCA. Failure to comply with these requirements can have a significant impact; and
- the Seller has interpreted certain technical rules under the CCA in a way common with many other lenders in the vehicle finance market. If such interpretation were held to be incorrect by a court or other dispute resolution authority, the Financing Contract may be unenforceable. If such interpretation were challenged by a significant number of Obligors, then this could lead to a significant disruption and shortfall in the income of the Issuer. Additionally, it is possible that an Obligor could successfully allege that they acted to their detriment due to instances of technical non-compliance, and persuade a court, as a result, to reduce the amount recoverable. Furthermore, where agreements are unenforceable without a court order due to minor documentary defects, lenders have historically pursued such debts as though they are simply enforceable, until such



time as those defects were raised by the Obligor and/or the court in any claim. If, however, a court or the FCA were to take a view that lenders are required to notify borrowers of such defects before pursuing enforcement, this would represent a significant compliance cost. It should thus be borne in mind that enforcement may be a lengthier and more costly process in future. Such actions may adversely affect the Issuer's ability to make payments in full when due on the Notes.

In addition:

- under a consumer credit contract, where a credit broker carries out antecedent negotiations with an Obligor those negotiations will be deemed to be performed in the capacity of agent of the Seller (as lender) as well as in his or her actual capacity. As a result the Seller will be potentially liable for misrepresentations made by a credit broker involved in introducing the Obligor to the Seller;
- if any Financed Object becomes "protected" pursuant to the CCA, this could potentially cause delays in recovering amounts due from Obligors and consequently may reduce amounts available to Noteholders;
- where the Consumer Rights Act 2015 ("**CRA15**") applies, an Obligor that is a private individual may challenge a term in a consumer contract on the basis that it is "unfair" within the meaning of CRA15 and therefore not binding on such Obligor. No assurance is given that (a) changes to the guidance in relation to the CRA15 and (b) future changes to the CRA15 or the manner in which the CRA15 is applied, interpreted or enforced will not have an adverse effect on the Purchased Receivables, the Seller, the Servicer, the Issuer and their respective businesses and operations. The broad and general wording of the CRA15 makes any assessment of the fairness of terms largely subjective and makes it difficult to predict whether or not a court would find a term to be unfair. It is therefore possible that any agreements made with consumers may contain unfair terms, which may result in the possible unenforceability of those unfair terms. This may adversely affect the ability of the Issuer to dispose of Purchased Receivables, or any part thereof, in a timely manner and/or the realisable value of the Purchased Receivables, or any part thereof, and accordingly affect the ability of the Issuer to meet its obligations under the Notes when due;
- there are certain consequences for a breach of the Consumer Protection from Unfair Trading Regulations 2008, which prohibit unfair, aggressive and misleading business-to-consumer commercial practices before, during and after a consumer contract is made. No assurance can be given that any regulatory action or guidance in respect of such regulations will not have a material adverse effect on the Financing Contracts and accordingly on the Issuer's ability to make payments in full when due on the Notes.

See section "*Consumer Credit Regulation in the UK*" for further information.

**(d) FCA Review of the Motor Finance Sector**

The FCA has been carrying out a review of the motor finance sector in the UK. In October 2019, the FCA consulted on plans to ban commission models that can give brokers and motor dealers an incentive to increase a customer's interest rate. On 28 July 2020, based on the findings of this consultation, the FCA published a policy statement (PS20/8) in which the FCA confirmed it will implement the proposed ban on discretionary commission models in motor finance and amend parts of the FCA rules and guidance relating to disclosure of commission arrangements. The changes to commission disclosure have been made to make it more likely that consumers get timely information which should, in turn, increase their ability to make more appropriate decisions. The new rules will take effect from 28 January 2021. The FCA have said they will monitor how well firms comply with the ban on discretionary commission models by carrying out supervisory work across a sample of firms, starting in September 2021. In addition, the FCA published a "Dear CEO" letter on 20 January 2020 entitled "Portfolio Strategy: Motor Finance Providers" setting out its supervisory strategy for the period to August 2021.

No assurance can be given that changes will not be made to the regulatory regime and developments described above in respect of the vehicle finance market in the United Kingdom generally, the Seller's particular sector in that market or specifically in relation to the Seller, whether arising from the FCA review into the motor finance industry, consumer credit generally, conduct in connection with guidance or other measures introduced in response to the Covid-19 pandemic, or otherwise. Should new rules be introduced, a different interpretation of existing rules be endorsed by the FCA (in particular, but not limited to the cost of compliance), or should enforcement action be taken by the FCA, this may have a material adverse effect on the Seller, the Issuer and/or the Servicer and their respective

businesses and operations and may in turn adversely affect the Issuer's ability to make payments in full when due on the Notes and the Residual Certificates.

## 6. LEGAL AND REGULATORY RISKS RELATING TO THE STRUCTURE AND NOTES

### (a) Regulatory initiatives may have an adverse impact on the regulatory treatment of the Notes

In Europe, the U.S. and elsewhere there is increased political and regulatory scrutiny of the asset-backed securities industry. This has resulted in a raft of measures for increased regulation which are currently at various stages of implementation and which may have an adverse impact on the regulatory position of certain investors in securitisation exposures and/or on the incentives for certain investors to hold asset-backed securities, and may thereby affect the liquidity of such securities. Investors in the Notes are responsible for analysing their own regulatory position and none of the Issuer, the Arrangers, the Joint Lead Managers nor any other party to the Transaction Documents nor any of their affiliates makes any representation to any prospective investor or purchaser of the Notes regarding the regulatory treatment of their investment in the Notes on the Closing Date or at any time in the future.

In particular, investors should note that the Basel Committee on Banking Supervision ("**BCBS**") has introduced a series of significant changes to the Basel regulatory capital and liquidity framework (such changes being referred to by the BCBS as "**Basel III**"), including revisions to the securitisation framework which may result in increased regulatory capital requirements in respect of certain positions. Basel III provides for a substantial strengthening of existing prudential rules, including new requirements intended to reinforce capital standards (with heightened requirements for global systemically important banks) and to establish a leverage ratio "backstop" for financial institutions and certain minimum liquidity standards (referred to as the Liquidity Coverage Ratio ("**LCR**") and the Net Stable Funding Ratio ("**NSFR**"). BCBS member countries agreed to implement the initial phase of the Basel III reforms from 1 January 2013 and the second phase from 1 January 2022, subject to transitional and phase-in arrangements for certain requirements.

European authorities have partially incorporated the Basel III framework into European Union law, primarily through: (i) Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directive 2006/48/EC and 2006/49/EC (as amended) (Capital Requirements Directive) ("**CRD**"); and (ii) Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 (as amended) ("**CRR**") (known collectively as the "**CRD IV-Package**"), which generally entered into force in the European Union on 1 January 2014. It should be noted that, whilst the provisions of the CRD were required to be incorporated into the domestic law of each EU Member State, the CRR has direct effect, and does not need to be implemented into the relevant national law.

In the event that the UK withdraws from the European Union without a political deal or transitional agreement, CRR will cease to apply directly in the UK. However the UK Government has announced that, in these circumstances, the CRR will be incorporated into UK domestic law via the operation of the EUWA. The onshored version of the CRR will mirror the EU text, but for the amendments introduced by the Capital Requirements (Amendment) (EU Exit) Regulations 2018, with no policy changes currently intended beyond those required to account for the updated legal position as regards the UK and the European Union following Brexit.

Further changes are also required to implement revisions to the Basel III framework that have also been proposed by European authorities. On 23 November 2016 the Commission proposed a new Regulation amending the CRR ("**CRR II**") and a new Directive amending the CRD ("**CRD V**"). On 5 December 2018, the European Parliament announced that political agreement had been reached on the texts of CRR II and CRD V. The texts were formally approved by the Council of the European Union on 14 May 2019 and were published in the Official Journal of the European Union on 10 June 2019. CRD V and CRR II came into force 20 days after publication. The changes under CRR II and CRD V may have an impact on the capital requirements in respect of the Notes and/or on incentives to hold the Notes for investors that are subject to requirements that follow the relevant framework and, as a result, may affect the liquidity and/or value of the Notes.

Additionally, in accordance with Article 460 of the CRR, on 17 January 2015 the Commission Delegated Regulation (EU) No 2015/61 of 10 October 2014 to supplement Regulation (EU) No 575/2013 of the European Parliament and the Council with regard to liquidity coverage requirement for credit institutions ("**LCR Regulation**") was published in the Official Journal of the European Union; this subsequently entered into force on 1 October 2015. The LCR Regulation implements the Liquidity Coverage Ratio in the European Union. The Liquidity Coverage Ratio requires that an institution maintains a stock of unencumbered high quality liquid assets ("**HQLA**") that can meet its liquidity needs during a liquidity stress scenario. No assurance can be given as to whether the Notes qualify as HQLA in each EU Member State and the Issuer makes no representation as to whether such criteria are met by the Notes.

On 30 October 2018, Delegated Regulation (EU) 2018/1620 amending the LCR Regulation (the "**Delegated Regulation**") was published in the Official Journal of the European Union and subsequently entered into force on 19 November 2018, pursuant to which, *inter alia*, (i) the calculation of the expected liquidity outflows and inflows on repurchase agreements, reverse repurchase agreements and collateral swaps shall be aligned with the international liquidity standard developed by BCBS; (ii) the treatment of certain reserves held with third country central banks shall be amended and (iii) transactions exposures of securitisations, which qualify as simple,

transparent and standardised securitisations in accordance with the Securitisation Regulation, shall qualify as HQLA if they additionally fulfil the conditions laid down in Article 13 of the LCR Regulation (see also the below section entitled "*Securitisation Regulation Risk Factor*"). The provisions of the Delegated Regulation came into effect on 30 April 2020. The effect of this is that certain LCR Regulation eligible securitisations which were previously eligible as high quality liquid assets for the purposes of the LCR Regulation ceased to be so eligible following the application date of the revised delegated regulations where they are not classified as simple, transparent and standardised securitisations. While the Seller intends to submit an STS Notification that the transaction meets the criteria to be an STS Securitisation, there is no obligation on the Issuer, the Seller, the Arrangers, the Joint Lead Managers or any of the other transaction parties to ensure that the securitisation remains classified as STS and neither the Issuer nor the Seller gives any representation, warranty, confirmation or guarantee to any investor in the Notes that the Notes will at any time prior to redemption in full, be eligible under the LCR Regulation.

Notwithstanding the above, it is noted that implementation of any changes to the Basel framework also requires national legislation; as a result, the final rules and the timetable for its implementation in each jurisdiction, as well as the treatment of asset-backed securities, may be subject to some level of national variation. It should also be noted that changes to regulatory capital requirements have been made for insurance and reinsurance undertakings through participating jurisdiction initiatives, such as the "Solvency II" regulatory framework introduced in the European Economic Area with effect from 1 January 2016. For further details, please see "*Securitisation Regulation Risk Factor*" and the statements set out in "*Regulatory Requirements*".

**(b) General market volatility and post-UK referendum uncertainty may affect the transactions contemplated by the Transaction Documents**

Concerns relating to credit risk (including that of sovereigns and of those entities which have exposure to sovereigns) persist, in particular with respect to current economic, monetary and political conditions in the Eurozone and globally. In particular, the recent and continuing emergence of Covid-19, coupled with the measures implemented by relevant government authorities to contain it, has had a material and adverse impact on the UK and global financial markets and on the level of economic activity in UK and the world economy at the date of this Prospectus. See "*The Covid-19 pandemic may exacerbate certain risks in relation to the Notes*".

In addition, prospective investors should note that, pursuant to a referendum held in June 2016, the UK has voted to leave the European Union and, on 29 March 2017, the UK Government invoked article 50 of the Lisbon Treaty and officially notified the European Union of its decision to withdraw from the European Union. This commenced the formal two-year process of negotiations regarding the terms of the withdrawal and the framework of the future relationship between the UK and the European Union (the "**article 50 withdrawal agreement**").

The article 50 withdrawal agreement has now been ratified by the UK and the European Union and a transition period has commenced which will last until 31 December 2020 (the "**Transition Period**"). During this Transition Period, most European Union rules and regulations will continue to apply to and in the UK and negotiations in relation to a free trade agreement will be ongoing.

The European Union and the UK Government have continued preparations for a "hard" Brexit (or "no-deal" Brexit) to minimise the risks for firms and businesses associated with an exit without agreement as to the EU-UK future trade relationship at the end of the Transition Period. This has included the UK Government publishing further draft secondary legislation under powers provided in EUWA to ensure that there is a functioning statute book at the end of the Transition Period.

Due to the ongoing political uncertainty as regards the structure of the future relationship, it is not possible to determine the precise impact on general economic conditions in the UK, including the performance of the UK auto market. It is also not possible to determine the precise impact that these matters will have on the business of the Issuer (including the performance of the Purchased Receivables), any other party to the Transaction Documents and/or any Obligor in respect of the relevant Financing Contracts, or on the regulatory position of any such entity or of the transactions contemplated by the Transaction Documents under EU regulation or more generally.

No assurance can be given that such matters would not adversely affect the ability of the Issuer to satisfy its obligations under the Notes and/or the market value and/or the liquidity of the Notes in the secondary market.

Additionally, EU regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued or endorsed by a credit rating agency established in the EU and registered under the CRA Regulation. Following the conclusion of the Transition Period, unless another arrangement is reached, credit ratings of UK-based credit rating agencies, such as Moody's, will only continue to be usable for regulatory purposes in the EU if the credit ratings are endorsed by a credit rating agency which is located in an EU Member State. Moody's has informed ESMA that it intends to have its credit ratings endorsed by a credit rating agency in its group located in the EU. Following the conclusion of the Transition Period, UK firms using credit ratings for regulatory purposes may also be restricted from using a rating for regulatory purposes if such rating is not issued or endorsed by a credit rating agency established in the UK and registered with the FCA. Moody's has stated that it intends to register with the FCA; S&P has stated that it intends to have its ratings endorsed by a credit rating agency in its group registered with the FCA. The regime concerning credit ratings for regulatory purposes in the EU and the UK could change in the future and holders of the Rated Notes should ensure that when using

credit ratings for regulatory purposes following the conclusion of the Transition Period, they use the ratings issued or endorsed by a credit rating agency established in the jurisdiction and registered with the regulator necessary for their purpose.

**(c) The Covid-19 pandemic may exacerbate certain risks in relation to the Notes**

The recent and continuing Covid-19 pandemic has had a significant impact in the UK in respect of social behaviour and the macroeconomic outlook. The Covid-19 pandemic has resulted in authorities worldwide implementing numerous measures to try to contain Covid-19, such as closing of public services, travel restrictions, border controls and other measures to discourage or prohibit the movement of people, which led to severe disruptions in the global supply chain, capital markets and economies. The temporary closures of many businesses have resulted in a loss of revenues and unprecedented increases in unemployment in the UK and certain other countries and accordingly a poorer consumer outlook. Its impact on economic conditions continues to be uncertain. If the impact of the virus is severe or prolonged, this may result in greater volatility but also in reduced liquidity, widening of credit spreads and lack of price transparency in credit markets. The UK government passed various regulations in response to the pandemic and has also provided guidance to regulated firms on how to address forbearance in relation to motor finance customers (in relation to which, please see section "*Business Procedures of MNF – Payment Deferrals*").

In this respect, whilst (a) no Receivables in the Provisional Portfolio are subject to a payment holiday and (b) MNF will warrant and represent that, as at the Initial Cut-Off Date, in relation to the Initial Purchased Receivables sold by it on the Initial Purchase Date, and as at any Further Cut-Off Date, in relation to Further Purchased Receivables sold by it on the relevant Further Purchase Date that no Purchased Receivable is (or was at any time) subject to a payment holiday in response to Covid-19, the total number of Obligor who may seek to take up payment holidays and the remedies described in "*Business Procedures of MNF – Payment Deferrals*" is not known as at the date of this Prospectus. Any Purchased Receivable that becomes subject to a payment holiday as a result of Covid-19 following the applicable Cut-Off Date can remain in the Portfolio. In addition, pursuant to the FCA Covid-19 Guidance (as defined below), a Purchased Receivable that becomes subject to a payment holiday as a result of Covid-19 will not be considered in arrears (or further in arrears) or be subject to a debt restructuring process and as a result will not be categorised as a Defaulted Receivable or a Delinquent Receivable unless such Purchased Receivable is deemed uncollectable by the Servicer or categorised as a Delinquent Receivable prior to such payment holiday being granted.

Additional public measures impacting the auto loan sector may also be implemented as the Covid-19 pandemic evolves. The extent and duration of the impact of Covid-19 and the eventual withdrawal of government measures in response to Covid-19 on the performance of the UK auto finance market cannot be determined at present.

As a consequence, Covid-19 could exacerbate numerous risks in respect of the Notes including, but not limited to, the risks outlined elsewhere in this section: "*Risk of Late Payment of Monthly Instalments*", "*The Nature of Voluntarily Terminated Receivables and PCP Contracts could affect repayment of the Notes*", "*Potential Adverse Changes to the Value and/or Composition of the Portfolio*", "*Risk of Early Repayment and Rate of Prepayment*", "*Geographical concentration of the Obligors*", "*Market for Receivables*", "*Value of Financed Objects*", "*Credit Risk of the Parties*", "*The Issuer's Reliance on Third Parties*", and "*General market volatility and post-UK referendum uncertainty may affect the transactions contemplated by the Transaction Documents*".

The ultimate impact of the consequences of the Covid-19 pandemic is uncertain and may pervade over time and may adversely affect the ability of the Issuer to satisfy its obligations under the Notes and/or the Transaction Documents.

**(d) The market continues to develop in relation to SONIA as a reference rate in the capital markets**

Investors should be aware that the market continues to develop in relation to SONIA as a reference rate in the capital markets and its adoption as an alternative to the London Inter-bank Offered Rate ("**LIBOR**"). In particular, market participants and relevant working groups are exploring alternative reference rates based on SONIA, including term SONIA reference rates (which seek to measure the market's forward expectation of an average SONIA rate over a designated term). As a result, the market or a significant part thereof may adopt an application of SONIA that differs significantly from that set out in the Conditions and used in relation to Notes that reference a SONIA rate issued under this Prospectus. The nascent development of SONIA as an interest reference rate for sterling denominated notes, as well as continued development of SONIA-based rates in the market and the market infrastructure for adopting such rates, could result in reduced liquidity or increased volatility or could otherwise affect the market price of Notes which reference a SONIA rate from time to time. Interest on Notes which reference a SONIA rate is only capable of being determined at the end of the relevant Observation Period and immediately prior to the relevant Payment Date. It may be difficult for investors in the Notes which reference a SONIA rate to reliably estimate the amount of interest which will be payable on such Notes and some investors may be unable or unwilling to trade such Notes without changes to their IT systems, both of which could adversely impact the liquidity of such Notes. Further, if the Notes become due and payable under Condition 10 (*Enforcement Events*), the rate of interest payable shall be determined on the date the Notes became due and payable and shall not be reset thereafter. In addition, the manner of adoption or application of SONIA reference rates in the sterling denominated residential-mortgage-backed-securitisation markets may differ materially compared with the application and adoption of SONIA in other markets, such as the derivatives and loan markets. Investors should carefully consider how any mismatch between the adoption of SONIA reference rates across these markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of Notes

referencing SONIA. In this respect, the Bank of England released a discussion paper in February 2020 entitled "Supporting Risk- Free rate transition through the provision of compounded SONIA" pursuant to which the Bank stated its intention to publish a daily SONIA compounded index and a set of compounded SONIA period averages, an approach similar to that already taken by the Federal Reserve Bank of New York in respect of the Secured Overnight Financing Rate. The Bank of England began publishing a SONIA Compounded Index from 3 August 2020.

The sustainability of LIBOR was questioned by the FCA as a result of the absence of relevant active underlying markets and possible disincentives (including possibly as a result of regulatory reforms) for market participants to continue contributing to such benchmarks. On 16 January 2020, the FCA and the Bank of England issued a statement encouraging market makers to change the market convention for sterling interest rate swaps from LIBOR to SONIA in Q1 2020. On the same day, the FCA and the Bank of England issued a 'Dear SMF' letter explaining that the FCA and the Prudential Regulation Authority will 'step up engagement with firms on LIBOR transition' and reiterating the Financial Policy Committee's statement that "The intention is that sterling LIBOR will cease to exist after the end of 2021. No firm should plan otherwise."

In addition to LIBOR ceasing, further reforms and other pressures may cause other interest rate benchmarks to disappear entirely, to perform differently than in the past (as a result of a change in methodology or otherwise), create disincentives for market participants to continue to administer or participate in certain benchmarks or have other consequences which cannot be predicted.

Based on the foregoing, prospective investors should in particular be aware that:

- (i) any of these reforms or pressures described above or any other changes to a relevant interest rate benchmark (including SONIA) could affect the level of the published rate, including to cause it to be lower and/or more volatile than it would otherwise be and which may, in turn, mean that the interest amounts received by Noteholders are different than they would otherwise be;
- (ii) while an amendment may be made under Condition 16.14 (*Benchmark Rate Modification*) to change the base rate on the Notes from SONIA to an alternative base rate under certain circumstances broadly related to SONIA dysfunction or discontinuation and subject to certain conditions being satisfied including no objection to the proposal being received by at least 10% of Noteholders of the aggregate Principal Amount Outstanding of the Most Senior Class of Notes Outstanding (in this regard please also refer to the risk factor below entitled "*Modification of Transaction Documents without consent of Noteholders or Residual Certificateholders*") or an amendment may be made under Condition 16.14 (*Benchmark Rate Modification*) to change the base rate that then applies in respect of the Swap Agreement to the base rate of the Notes following a Benchmark Rate Modification, there can be no assurance that any such amendments will be made or, if made, that they (i) will fully or effectively mitigate all relevant interest rate risks or result in an equivalent methodology for determining the interest rates on the Notes and the Swap Agreement or (ii) will be made prior to any date on which any of the risks described in this risk factor may become relevant (in this regard, please also refer to the risk factor below entitled "*Modification of Transaction Documents without consent of Noteholders or Residual Certificateholders*"); and
- (iii) if SONIA is discontinued, and whether or not an amendment is made under Condition 16.14 (*Benchmark Rate Modification*) to change the base rate with respect to the Notes as described in paragraph (b) above, if a proposal for an equivalent change to the base rate on the Swap Agreement is not approved in accordance with Condition 16.14, there can be no assurance that the applicable fall-back provisions under the Swap Agreement would operate to allow the transactions under the Swap Agreement to effectively mitigate interest rate risk in respect of the Notes. This, in turn, could cause a risk of mismatch of interest and reduced payments on the Notes.

In addition, it should be noted that broadly divergent interest rate calculation methodologies may develop and apply as between the Notes and/or the Swap Agreement due to applicable fall-back provisions or other matters and the effects of this are uncertain but could include a reduction in the amounts available to the Issuer to meet its payment obligations in respect of the Notes.

Moreover, any of the above matters (including an amendment to change the base rate as described in paragraph (b) above) or any other significant change to the setting or existence of SONIA could affect the ability of the Issuer to meet its obligations under the Notes and/or could have a material adverse effect on the value or liquidity of, and the amount payable under, the Notes. Changes in the manner of administration of SONIA could result in amendments to the Conditions and the Swap Agreement, early redemption, discretionary valuation, delisting or other consequences in relation to the Notes. No assurance may be provided that relevant changes will not occur with respect to SONIA or any other relevant interest rate benchmark and/or that such benchmarks will continue to exist. Investors should consider these matters when making their investment decision with respect to the Notes.

(e) **Securitisation Regulation Risk Factor**

The Securitisation Regulation applies to the Notes which amends certain provisions of Regulation (EU) No 575/2013 as it relates to securitisation. Amongst other things, the Securitisation Regulation includes provisions intended to implement the revised securitisation

framework developed by BCBS (with adjustments) and provisions intended to harmonise and replace the risk retention, transparency and due diligence requirements (including the corresponding guidance provided through technical standards) applicable to certain EU regulated investors.

Various parties to the securitisation transaction described in this Prospectus (including the Issuer) are also subject to the requirements of the Securitisation Regulation. However, there is at present some uncertainty in relation to some of these requirements and what is or will be required to demonstrate compliance to national regulators.

In relation to the due diligence requirements for institutional investors that are set out in Article 5 of the Securitisation Regulation, any prospective investor to which these requirements apply should make themselves aware of such requirements and should ensure that the requirements which need to be satisfied prior to holding a securitisation position have been complied with prior to an investment in the Notes by such investor. In addition any such investor should ensure that it will be able to comply with the on-going requirements of Article 5 in relation to an investment in the Notes. None of the Issuer, MNF, the Arrangers or the Joint Lead Managers provides any assurance that the information provided in this Prospectus, or any other information that will be provided to investors in relation to the Notes (including without limitation any investor report or loan level data that is published in relation to the Notes) is sufficient for the satisfaction by any investor of the requirements in Article 5 of the Securitisation Regulation as they apply to that investor. Prospective investors in the Notes need to ensure that they analyse the risks in relation to the regulatory treatment of their position, and should consult their own advisers in this respect.

Finally, in order to enable the Issuer to comply with any obligation which applies to it under the Securitisation Regulation or any other regulatory technical standards authorised under the Securitisation Regulation or to enable the Notes to comply with the requirements of the Securitisation Regulation, amendments may be made to the Transaction Documents or the Conditions without the consent of the Noteholders and without the consent of any Transaction Creditors (other than those Transaction Creditors who are party to the relevant Transaction Document(s)) provided that the Issuer has been advised by a third party authorised under Article 28 of the Securitisation Regulation (if applicable) or a reputable international law firm that such amendments are required to comply with such requirements (or the Servicer on its behalf) and the Issuer certifies to the Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect, as described below under Condition 16 (*Modification, Waiver and Substitution*).

(f) **Simple, Transparent and Standardised Securitisations**

The Securitisation Regulation makes provision for a securitisation transaction to be designated a simple, transparent and standardised transaction (an "**STS Securitisation**"). In order to obtain this designation, a transaction is required to comply with the requirements set out in Articles 20, 21 and 22 of the Securitisation Regulation (the "**STS Criteria**") and one of the originator or sponsor in relation to such transaction is required to file a STS Notification to ESMA confirming the compliance of the relevant transaction with the STS Criteria.

The Seller believes, to the best of its knowledge, that the elements of the STS Criteria have, at the Closing Date, been complied with in relation to the Notes, and it is intended that a STS Notification will be filed in relation to the Notes as at the Closing Date. However, none of the Issuer, the Seller, the Arrangers, the Joint Lead Managers, the Interest Rate Swap Counterparty, Cash Manager, Account Bank, Corporate Services Provider or the Trustee gives any explicit or implied representation or warranty as to (i) inclusion in the list administered by ESMA within the meaning of Article 27 of the Securitisation Regulation, (ii) that the securitisation transaction described in this Prospectus does or continues to comply with the Securitisation Regulation or (iii) that this securitisation transaction does or continues to be recognised or designated as 'STS' or 'simple, transparent and standardised' within the meaning of Article 18 of the Securitisation Regulation after the date of this Prospectus.

The 'STS' status of the Notes may change and prospective investors should verify the current status of the Notes on ESMA's website. Investors should also note that, to the extent the Notes are designated a STS Securitisation the designation of a transaction as a STS Securitisation is not an assessment by any party as to the creditworthiness of that transaction but is instead a reflection that the specific requirements of the Securitisation Regulation have been met as regards compliance with the criteria of STS Securitisations. None of the Arrangers, the Joint Lead Managers, the Interest Rate Swap Counterparty, Cash Manager, Account Bank or the Trustee has or shall have any liability to any prospective investor or any other person for any insufficiency of such information or any noncompliance by any such person with the due diligence and retention rules set out in Article 5 (Due-diligence requirements for institutional investors) and Article 6 (Risk retention) of the Securitisation Regulation or any other applicable legal, regulatory or other requirements, or has any obligation to provide any further information or take any other steps that may be required by any institutional investor to enable compliance by such person with the requirements of any due diligence and investor requirement or any other applicable legal, regulatory or other requirements.

In addition, following any withdrawal of the UK from the European Union, the Securitisation Regulation and other related regulations, are expected to be adopted into UK law (and subject to the publication of national regulatory guidance), and, therefore, although the Notes may satisfy the STS requirements as adopted by the European Union at the time the STS Notification is published by ESMA it may be the case that the Notes may no longer satisfy such requirements under European Union law and/or UK law, as applicable. The STS status of the Notes is not static and prospective investors should verify the current status of the Notes on ESMA's website. Investors

need to make their own independent assessment of the impact on the capital treatment of any series of Notes which satisfied the STS requirements under European Union law on issuance but which no longer satisfy such requirements following any the withdrawal of the UK from the European Union.

Investors should consider the consequence from a regulatory perspective of the Notes not being considered an STS Securitisation, including (but not limited to) that the lack of such designation may negatively affect the regulatory position of the Notes and, in addition, have a negative effect on the price and liquidity of the Notes in the secondary market. It is important to note that the involvement of PCS as an authorised verification agent is not mandatory and the responsibility for compliance with the Securitisation Regulation remains with the relevant institutional investors, originators and issuers, as applicable in each case. The STS Assessments will not absolve such entities from making their own assessment and assessments with respect to the Securitisation Regulation and the relevant provisions of article 243 of the CRR, and the STS Assessments cannot be relied on to determine compliance with the foregoing regulations in the absence of such assessments by the relevant entities.

Furthermore, the STS Assessments are not an opinion on the creditworthiness of the relevant Notes nor on the level of risk associated with an investment in the relevant Notes. It is not an indication of the suitability of the relevant Notes for any investor and/or a recommendation to buy, sell or hold Notes. Institutional investors that are subject to the due diligence requirements of the Securitisation Regulation need to make their own independent assessment and may not solely rely on the STS Assessments, the STS Notification or other disclosed information. Investors should note that a draft STS Notification will be made available to investors before pricing.

The lack of an STS designation in respect of the Notes may have a negative effect on the price and liquidity of the Notes in the secondary market and there can be no assurance that Noteholders will not be adversely affected as a result.

(g) **Banking Act 2009 and the Bank Recovery and Resolution Directive 2014**

The Banking Act 2009 (the "**Banking Act**") includes provision for a special resolution regime pursuant to which specified UK authorities have extended tools to deal with the failure (or likely failure) of certain UK incorporated entities including authorised deposit-taking institutions and investment firms, and powers to take certain resolution actions in respect of third country institutions. In addition, powers may be used in certain circumstances in respect of UK established banking group companies, where such companies are in the same group as a relevant UK or third country institution or in the same group as an EEA credit institution or investment firm. The relevant transaction entities for these purposes include the Account Bank, the Cash Manager, the Servicer, the Originator and the Seller (each a "**relevant entity**").

The tools available under the Banking Act include share and property transfer powers (including powers for partial property transfers), bail-in powers, certain ancillary powers (including powers to modify contractual arrangements in certain circumstances) and special insolvency procedures which may be commenced by the UK authorities. It is possible that the extended tools described above could be used prior to the point at which an application for insolvency proceedings with respect to a relevant entity could be made and, in certain circumstances, the UK authorities may exercise broad pre-resolution powers in respect of relevant entities with a view to removing impediments to the exercise of the stabilisation tools. In general, the Banking Act requires the UK authorities to have regard to specified objectives in exercising the powers provided for by the Act. One of the objectives (which is required to be balanced as appropriate with the other specified objectives) refers to the protection and enhancement of the stability of the financial system of the United Kingdom.

The Banking Act includes provisions related to compensation in respect of instruments and orders made under it. In general, there is considerable uncertainty about the practical scope of the powers afforded to UK authorities under the Banking Act and how the UK authorities may choose to exercise them. If an instrument or order were to be made under the provisions of the Banking Act currently in force in respect of a relevant entity (as described above), such action may (amongst other things) affect the ability of such entities to satisfy their obligations under the Transaction Documents and/or result in the cancellation, modification or conversion of certain unsecured liabilities of such entity under the Transaction Documents or in other modifications to such documents. In particular, modifications may be made pursuant to powers permitting (i) certain trust arrangements to be removed or modified (ii) contractual arrangements between relevant entities and other parties to be removed, modified or created where considered necessary to enable a transferee in the context of a property or share transfer to operate the transferred business effectively and (iii) in connection with the modification of an unsecured liability through use of the bail-in tool, the discharge of a relevant entity from further performance of its obligations under a contract.

In addition, subject to certain conditions, powers would apply to require a relevant instrument or order (and related events) to be disregarded in determining whether certain widely defined "default events" have occurred (which events may include trigger events included in the Transaction Documents in respect of the relevant entity, including termination events and (in the case of the Seller) trigger events in respect of perfection of legal title to the Purchased Receivables). As a result, the making of an instrument or order in respect of a relevant entity as described above may affect the ability of the Issuer to meet its obligations in respect of the Notes. As noted above, the stabilisation tools may be used in respect of certain banking group companies provided certain conditions are met. If the Issuer was regarded to be a banking group company and no exclusion applied, then it would be possible in certain scenarios for the relevant authority to exercise one or more relevant stabilisation tools (including the property transfer powers and/or the bail-in powers)

in respect of it, which could result in reduced amounts being available to make payments in respect of the Notes and/or in the modification, cancellation or conversion of any unsecured portion of the liability of the Issuer under the notes at the relevant time.

In this regard, it should be noted that the UK authorities have provided an exclusion for certain securitisation companies, which exclusion is expected to extend to the Issuer, although aspects of the relevant provisions are not entirely clear. This regime has also been amended to ensure that it is compliant with the EU's Bank Recovery and Resolution Directive (2014/59/EU) ("**BRRD**"). Amongst other things, BRRD provides for the introduction of a package of minimum early intervention and resolution related tools and powers for relevant authorities (including a bail-in tool) and for special rules for cross-border groups. BRRD has been implemented in the UK via the Bank Recovery and Resolution Order 2014 (the "**BRRD Order**"). Directive (2019/879/EU) amending the BRRD ("**BRRD II**") entered into force on 27 June 2019. EU Member States are expected to adopt and publish the measures necessary to comply with BRRD II by 28 December 2020. BRRD II implements (among other reforms) the Financial Stability Board's standards on total loss absorbing capacity. BRRD II may affect the exercise of the special resolution regime powers under the Banking Act and BRRD Order.

The Financial Services (Implementation of Legislation) Bill, which received its first reading in the House of Lords in November 2018, would, subject to the detailed provisions set out in the Bill, enable HM Treasury to make corresponding or similar provisions in UK law to upcoming European Union financial services legislation in the event that the UK leaves the European Union without a deal. The Bill was due to have its report stage and third reading on 4 March 2019, but this was postponed to a date to be announced. At present, the UK authorities have not made an instrument or order under the Banking Act in respect of the entities referred to above and there has been no indication that any such instrument or order will be made, but there can be no assurance that this will not change and/or that Noteholders will not be adversely affected by any such instrument or order if made. While there is provision for compensation in certain circumstances under the Act, there can be no assurance that Noteholders would recover compensation promptly and equal to any loss actually incurred. Lastly, as a result of BRRD providing for the establishment of an EEA-wide framework for the recovery and resolution of credit institutions and investment firms and any relevant national implementing measures, it is possible that an institution with its head office in an EEA state other than the UK and/or certain group companies could be subject to certain resolution actions in that other state. Once again, any such action may affect the ability of any relevant entity to satisfy its obligation under the Transaction Documents and there can be no assurance that Noteholders will not be adversely affected as a result.

#### (h) **The Volcker Rule**

The Issuer is relying on an exclusion or exemption under the Investment Company Act of 1940 other than the exclusions contained in Section 3(c)(1) or 3(c)(7). The Issuer was structured so as not to constitute a "covered fund" for purposes of the regulations adopted to implement Section 619 of the Dodd-Frank Act (such statutory provision together with such implementing regulations, the "**Volcker Rule**"). The Volcker Rule generally prohibits "banking entities" (which is broadly defined to include U.S. banks and bank holding companies and many non-U.S. banking entities, together with their respective subsidiaries and other affiliates) from (i) engaging in proprietary trading, (ii) acquiring or retaining an ownership interest in or sponsoring a "covered fund" and (iii) entering into certain relationships with such funds. Full Compliance with the Volcker Rule is now required with respect to any "covered fund" that was formed on and after 31 December 2013. Under the Volcker Rule, unless otherwise jointly determined by specified federal regulators, a "covered fund" does not include an issuer that may rely on an exclusion or exemption from the definition of "investment company" under the Investment Company Act other than the exclusions contained in Section 3(c)(1) or 3(c)(7) of the Investment Company Act. There is limited interpretive guidance regarding the Volcker Rule, and implementation of the regulatory framework for the Volcker Rule is still evolving. The Volcker Rule's prohibitions and lack of interpretive guidance could negatively impact the liquidity and value of the Notes. Any prospective investor in the Notes, including a U.S. or foreign bank or a subsidiary or other affiliate thereof, should consult its own legal advisors regarding such matters and other effects of the Volcker Rule.

#### (i) **U.S. Risk Retention**

The final rules implementing the credit risk retention requirements of Section 941 of the Dodd-Frank Act, codified by Section 15G of the U.S. Securities Exchange Act of 1934, as in effect at any time or as otherwise amended (the "**U.S. Risk Retention Rules**"), came into effect with respect to all asset classes on 24 December 2016 and require the "sponsor" of a "securitization transaction" to retain at least 5% of the "credit risk" of "securitized assets", as such terms are defined for purposes of that statute, and generally prohibit a sponsor from directly or indirectly eliminating or reducing its credit exposure by hedging or otherwise transferring the credit risk that the sponsor is required to retain. The U.S. Risk Retention Rules also provide for certain exemptions from the risk retention obligation that they generally impose.

The Seller, as the sponsor under the U.S. Risk Retention Rules, does not intend to retain at least 5% of the credit risk of the Notes for the purposes of the U.S. Risk Retention Rules, but rather intends to rely on an exemption provided for in Section 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions. Such non-U.S. transactions must meet certain requirements, including that (1) the transaction is not required to be and is not registered under the Securities Act; (2) no more than 10% of the dollar value (or equivalent amount in the currency in which the asset-backed securities are issued, as applicable) of all classes of asset-backed securities issued in the securitisation transaction are sold or transferred to U.S. persons (as defined in the U.S. Risk Retention Rules and referred to in this Prospectus as "**Risk Retention U.S. Persons**") or for the account or benefit of Risk Retention U.S. Persons; (3) neither the sponsor nor the issuer of the securitisation transaction is organised under U.S. law or is a branch located in the United States of a non-U.S. entity;



and (4) no more than 25% of the underlying collateral was acquired from a majority-owned affiliate or branch of the sponsor or issuer organised and located in the United States.

Prior to any Notes which are offered and sold by the Issuer being purchased by, or for the account or benefit of, any Risk Retention U.S. Person, the purchaser of such Notes must first obtain the written consent of MNF, who will be monitoring the level of Notes purchased by, or for the account or benefit of, Risk Retention U.S. Persons. There can be no assurance that the requirement to obtain MNF's prior written consent to the purchase of any Notes by, or for the account or benefit of, any Risk Retention U.S. Person will be complied with or will be made by such Risk Retention U.S. Persons.

Prospective investors should note that the definition of U.S. person in the U.S. Risk Retention Rules is substantially similar to, but not identical to, the definition of U.S. person under Regulation S under the Securities Act, and that persons who are not "U.S. persons" under Regulation S may be U.S. persons under the U.S. Risk Retention Rules. The definition of U.S. person in the U.S. Risk Retention Rules is excerpted below. Particular attention should be paid to clauses (ii) and (viii), which are different than comparable provisions from Regulation S.

Under the U.S. Risk Retention Rules, and subject to limited exceptions, "U.S. person" (and "**Risk Retention U.S. Person**" in this Prospectus) means any of the following:

- (i) any natural person resident in the United States;
- (ii) any partnership, corporation, limited liability company, or other organisation or entity organised or incorporated under the laws of any State or of the United States;
- (iii) any estate of which any executor or administrator is a U.S. person (as defined under any other clause of this definition);
- (iv) any trust of which any trustee is a U.S. person (as defined under any other clause of this definition);
- (v) any agency or branch of a foreign entity located in the United States;
- (vi) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person (as defined under any other clause of this definition);
- (vii) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated, or (if an individual) resident in the United States; and
- (viii) any partnership, corporation, limited liability company, or other organisation or entity if:
  - (A) organised or incorporated under the laws of any foreign jurisdiction; and
  - (B) formed by a U.S. person (as defined under any other clause of this definition) principally for the purpose of investing in securities not registered under the Securities Act.

Each holder of a Note or a beneficial interest therein acquired on the Closing Date, by its acquisition of a Note or a beneficial interest in a Note, will be deemed to represent to the Issuer, the Seller and the Joint Lead Managers that it (1) is not a Risk Retention U.S. Person (unless it has obtained the prior written consent of MNF), (2) is acquiring such Note or a beneficial interest therein for its own account and not with a view to distribute such Note and (3) is not acquiring such Note or a beneficial interest therein as part of a scheme to evade the requirements of the U.S. Risk Retention Rules.

There can be no assurance that the exemption provided for in Section 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions will be available. No assurance can be given as to whether a failure by the sponsor to comply with the U.S. Risk Retention Rules (regardless of the reason for such failure to comply) may give rise to regulatory action which may adversely affect the market value of the Notes. Furthermore, the impact of the U.S. Risk Retention Rules on the securitisation market generally is uncertain, and a failure by a sponsor to comply with the U.S. Risk Retention Rules could therefore negatively affect the market value and secondary market liquidity of the Notes.

None of the Issuer, the Seller, the Arrangers, the Joint Lead Managers, the Trustee or any of their respective affiliates makes any representation to any prospective investor or purchaser of the Notes as to whether the transactions described in this Prospectus comply as a matter of fact with the U.S. Risk Retention Rules on the Issue Date or at any time in the future. Investors should consult their own advisors as to the U.S. Risk Retention Rules. No predictions can be made as to the precise effects of such matters on any investor or otherwise.

(j) **Risks Relating to the Insolvency of the Issuer**

## (i) Small companies moratorium

The Insolvency Act 2000 introduced significant changes to the UK insolvency regime including provisions which allow certain "small" companies to obtain protection from their creditors for a period of 28 days for the purposes of putting together a company voluntary arrangement with the option for the creditors to extend the protection period for a further two months.

During this period, no insolvency procedures may be commenced in relation to the company, any security created by the company over its property cannot be enforced and no other legal process can be taken in relation to the company except with the consent of the court.

A company may continue to make payments in respect of its debts in existence before the beginning of the moratorium only if there are reasonable grounds for believing such payments will benefit the company and the payment is approved by either the moratorium committee of the creditors of the company or, if none, by a nominee of the company appointed under the provisions of the Insolvency Act 2000.

For the purposes of the Insolvency Act 2000, a "small company" is defined as one which satisfies two or more of the following criteria:

(i) its turnover is not more than £5.6 million; (ii) its balance sheet total is not more than £2.8 million; and (iii) the number of its employees is not more than 50.

For as long as the turnover of the Issuer is greater than £5.6 million and its balance sheet total is greater than £2.8 million, the Issuer will not be regarded as a "small company" under the law as it currently stands. The Secretary of State for Trade and Industry may by regulation in the future modify the eligibility requirements for the applicability of the Insolvency Act 2000 and the definition of a "small company".

Whether or not the Issuer is a "small company" within the provisions of the Insolvency Act 2000 will be an accounting matter determined on a financial year by financial year basis for the Issuer.

Pursuant to regulations made by the Secretary of State which came into force on 1 January 2003, companies which are party to an agreement which is or forms part of a capital market arrangement, under which a party incurs or when the agreement was entered into was expected to incur a debt of at least £10 million and which involves the issue of a capital market investment, are excluded from being eligible for the moratorium. The definitions of "capital market arrangement" and "capital market investment" are broad, such that, in general terms, any company which is a party to an arrangement which involves at least £10 million of debt, the granting of security to a trustee, and the issue of a rated, listed or traded debt instrument, may be ineligible to seek the benefit of the small companies moratorium.

In addition, there is an exclusion from the moratorium provisions for any company which has incurred a liability (including a present, future or contingent liability) of at least £10 million. While the Issuer should fall within this exception, there is no guidance as to how the legislation will be interpreted and the Secretary of State for Trade and Industry may by regulation modify the exceptions. No assurance may be given that any modification of the eligibility requirements for "small companies" and/or the exceptions will not be detrimental to the interests of the Noteholders.

The moratorium provisions may serve to limit the Trustee's ability to enforce the security granted by the Issuer if, first, the Issuer falls within the eligibility criteria for a moratorium at the relevant time; secondly, if the directors of the Issuer seek a moratorium in advance of a company voluntary arrangement; and, thirdly, if the Issuer is considered not to fall within an exception: in those circumstances, the enforcement of the security by the Trustee may, for a period, be prohibited by the imposition of the moratorium.

Even if a moratorium could delay enforcement proceedings against the Issuer, this would be for a maximum period of only three months as described above (subject to the Secretary of State increasing, by order, the period for which a moratorium may be obtained). In addition, even if a protection period were granted in relation to it, it could obtain approval to continue to make payments in accordance with the Trust Deed and the Conditions.

## (ii) Share of floating charge assets for unsecured creditors

The Enterprise Act 2002 (the "**Enterprise Act**") also inserted a new Section 176A into the Insolvency Act 1986 (the "**Insolvency Act**"), which provides that where a company has gone into liquidation or administration, or where there is a provisional liquidator or receiver, a "**prescribed part**" of the company's net property is to be applied in satisfaction of unsecured debts in priority over floating charge holders.

By virtue of the relevant prescribing order, the ring fencing of the "**prescribed part**" applies to floating charges which are created on or after 15 September 2003. The amount available for unsecured creditors will depend upon the value of the Chargor's "**net property**", being the amount of the Chargor's property which would otherwise be available for satisfaction of the claims of floating charge holders or holders of a debenture secured by a floating charge. As at the date of this Prospectus, the "**prescribed part**" has been set as 50% of

the first £10,000 of a company's net property and 20% of the net property that exceeds £10,000; provided that such amount may not exceed £600,000. Where the company's net property is less than a prescribed minimum of £10,000, the liquidator, administrator or receiver may disapply this rule without application to the Court in respect of a company if it thinks that the cost of making a distribution to unsecured creditors would outweigh the benefits. If the company's net property is more than the prescribed minimum, the liquidator, administrator or receiver may apply to the Court for an order that the rule may be disapplied on the same ground.

Accordingly, any floating charge realisations upon the enforcement of the Issuer Security will be reduced by the operation of the ring fencing provisions. A receiver appointed by the Trustee would also be obliged to pay preferential creditors out of floating charge realisations in priority to payments to the Transaction Creditors (including the Noteholders), respectively. Following the amendments to the Insolvency Act introduced by the Enterprise Act, the categories of preferential debts are certain amounts payable in respect of occupational pension schemes, employee remuneration and levies on coal and steel production. It should be noted, however, that pursuant to the covenants contained in the relevant Transaction Documents, the Issuer is not permitted to have any employees and its activities are otherwise restricted. Accordingly, if the Issuer complies with the covenants contained in the Transaction Documents it is unlikely that the Issuer will have any preferential creditors.

#### (iii) Appointment of administrative receiver in respect of Issuer

As a result of the amendments made to the Insolvency Act by the Enterprise Act, the holder of a qualifying floating charge created on or after 15 September 2003 is prohibited from appointing an administrative receiver and, consequently, is unable to prevent the chargor entering into administration, unless the floating charge falls within one of the exceptions set out in sections 72A to 72GA of the Insolvency Act.

The Trustee will not be entitled to appoint an administrative receiver over the assets of the Issuer unless the floating charges in its favour fall within at least one of the exceptions.

The exceptions include a capital markets exception in respect of, in certain circumstances, the appointment of an administrative receiver pursuant to an agreement which is or forms part of a "**capital market arrangement**" (as defined in the Insolvency Act). This exception will apply if a party incurs or, when the agreement in question was entered into, was expected to incur a debt of at least £50 million and if the arrangement involves the issue of a capital market investment (also defined in the Insolvency Act but, generally, a rated, traded or listed bond).

Although there is yet no case law on how this exception will be interpreted, the exception should be applicable to the transactions described in this Prospectus so far as it concerns the floating charge created by the Issuer under the Deed of Charge. However, the Secretary of State may, by secondary legislation, modify the exceptions to the prohibition on appointing an administrative receiver and/or provide that the exception shall cease to have effect. No assurance can be made that any such modification or provisions in respect of the capital market exception will not be detrimental to the interests of the Noteholders.

#### (iv) Receiver as agent

A receiver would generally be the agent of a company until the company's liquidation, and thus, while acting within his powers, will enter into agreements and take actions in the name of, and on behalf of, the company. The receiver will be personally liable on any contract entered into by him in carrying out his functions (except in so far as the contract provides otherwise) but will have an indemnity out of the assets of the company. If, however, the receiver's appointor unduly directed or interfered with or influenced the receiver's actions, a court may decide that the receiver was the agent of his appointor and that his appointor should be responsible for the receiver's acts and omissions.

The Trustee is entitled to receive remuneration and reimbursement for its expenses and an indemnity out of the assets of the Issuer for its potential liabilities. Such payments to the Trustee will rank ahead of payments by the Issuer under the Notes. Accordingly, should the Trustee become liable for acts of such a receiver, the amount that would otherwise be available for payment to the Noteholders may be reduced.

If the company to which the receiver is appointed goes into liquidation, then, as noted above, the receiver will cease to be that company's agent. At such time he will then act either as agent of his appointor or as principal according to the facts existing at that time. If he acts as agent of his appointor, then for the reasons set out in the foregoing paragraph the amount that would otherwise be available for payment to Noteholders may be reduced. If the receiver acts as principal and incurs a personal liability, he will have a right of indemnity out of the assets in his hands in respect of that liability and the amount that would otherwise have been available for payment to the Noteholders (subject to any claims of the Trustee to such amount) would be reduced accordingly.

#### (v) Preferential debts

An administrator or receiver appointed by the Trustee would be obliged to pay preferential creditors out of floating charge realisations in priority to payments to the Transaction Creditors (including the Noteholders). For the purpose of this section, preferential debts mean the categories of debts listed in Schedule 6 to the Insolvency Act which include certain pension scheme contributions and

remuneration of employees, but in respect of insolvencies commencing on or after 15 September 2003, no longer include debts due to HM Revenue and Customs or social security contributions following the Enterprise Act being brought into force. It should be noted, however, that pursuant to the covenants contained in the Transaction Documents, the Issuer is not permitted to have any employees and its activities are otherwise restricted. Accordingly, if the Issuer complies with the covenants contained in the Transaction Documents, it is unlikely that the Issuer will have any preferential creditors.

(vi) Administration expenses

If the Trustee is prohibited from appointing an administrative receiver, whether by virtue of the amendments made to the Insolvency Act by the Enterprise Act or otherwise, or fails to exercise its right to appoint an administrative receiver within the relevant notice period, and an administrator was appointed to the Issuer, the expenses of the administration would also rank ahead of the claims of the Trustee as floating charge holder. Furthermore, in such circumstances, the administrator would be free to dispose of floating charge assets without the leave of the court, although the Trustee would have the same priority in respect of the property of the company representing the floating charge assets disposed of (if any) as it would have had in respect of such floating charge assets.

(vii) Recharacterisation of fixed security interest

The law in England and Wales relating to the characterisation of fixed charges is unsettled.

There is a possibility that a court could find that certain of the fixed security interests expressed to be created by the Deed of Charge, which is governed by English law, could take effect as floating charges notwithstanding that they are expressed to be fixed charges if, for example, it is determined that the Trustee does not exert sufficient control over the relevant charged property for the security to be said to constitute fixed charges.

If the fixed security interests are recharacterised as floating security interests, the claims of (i) any unsecured creditors of the Issuer in respect of that part of its net property which is ring fenced as a result of the Enterprise Act (see "*Share of floating charge assets for unsecured creditors*" above); and (ii) certain statutorily defined preferential creditors (see "*Preferential Debts*" above) of the Issuer may have priority over the rights of the Trustee to the proceeds of enforcement of such security.

(k) **Subordination of Payments**

There is uncertainty as to the validity and/or enforceability of a provision which (based on contractual and/or trust principles) subordinates certain payment rights of a creditor to the payment rights of other creditors of its counterparty upon the occurrence of insolvency proceedings relating to that creditor. In particular, recent cases have focused on provisions involving the subordination of a swap counterparty's payment rights in respect of certain termination payments upon the occurrence of insolvency proceedings or other default on the part of such counterparty (a so-called "**flip clause**"). Such provisions are similar in effect to the terms included in the Transaction Documents relating to the subordination of certain payments under a Swap Agreement.

The Supreme Court of the United Kingdom in *Belmont Park Investments PTY Limited (Respondent) v BNY Corporate Trustee Services Limited and Lehman Brothers Special Financing Inc* [2011] UKSC 38 unanimously upheld the decision of the Court of Appeal in upholding the validity of flip clause provisions, stating that, provided that such provisions form part of a commercial transaction entered into in good faith which does not have, as its predominant purpose or one of its main purposes, the deprivation of the property of one of the parties on bankruptcy, the anti-deprivation principle was not breached by such provisions.

In parallel proceedings in New York, Judge Peck of the U.S. Bankruptcy Court for the Southern District of New York granted Lehman Brothers Special Finance Inc.'s ("**LBSF**") motion for summary judgement on the basis that the flip clause provisions in that case represented unenforceable *ipso facto* clauses under the US Bankruptcy Code and did not benefit from "safe harbor" protections granted under the US Bankruptcy Code to "swap agreements". Judge Peck acknowledged that this resulted in the U.S. courts coming to a decision "directly at odds with the judgement of the English Courts". Whilst leave to appeal was granted, the case was settled before an appeal was heard. In separate proceedings before Judge Chapman of the U.S. Bankruptcy Court for the Southern District of New York commencing in September 2010, LBSF challenged the enforceability of flip clause provisions and sought a declaratory judgement that such provisions were unenforceable *ipso facto* clauses and that distributions made pursuant thereto violated the automatic stay requirement in US bankruptcy proceedings. On 28th July 2016 Judge Chapman gave judgement in which she found certain flip clause provisions not to be unenforceable *ipso facto* clauses. Moreover, she found that a flip clause provision in the case was nonetheless protected by the "safe harbor" provisions referred to above. Furthermore, on 11 August 2020, the U.S. Court of Appeals for the Second Circuit affirmed lower court decisions rejecting LBSF's attempt to recover nearly \$1 billion in payments to noteholders and enforcing certain priorities of payments that subordinated payments otherwise payable to LBSF under related swap transactions. The court expressly rejected Judge Peck's reading of the "safe harbor" protections in its decision and found that the flip clause provisions at issue in that case were enforceable and did benefit from the "safe harbor" provisions. However, given that US bankruptcy courts are not required to follow prior decisions of their own court concerns still remain that the U.S. courts will diverge in their approach which, in the case of an unfavourable decision in New York, may adversely affect the Issuer's ability to make payments on the Notes.

If a creditor of the Issuer (such as the Interest Rate Swap Counterparty) or a related entity becomes subject to insolvency proceedings in any jurisdiction outside England and Wales (including, but not limited to, the US), and it is owed a payment by the Issuer, a question arises as to whether the insolvent creditor or any insolvency official appointed in respect of that creditor could successfully challenge the validity and/or enforceability of subordination provisions included in the Transaction Documents (such as a provision of the relevant Priority of Payments which refers to the ranking of the Interest Rate Swap Counterparty's rights in respect of certain amounts under the Swap Agreement). In particular, based on the decision of Judge Peck in the US Bankruptcy Court referred to above, there is a risk that such subordination provisions would not be upheld under US bankruptcy law. However, this may have been alleviated due to the rulings of Judge Chapman and the U.S. Court of Appeals for the Second Circuit referred to above. US bankruptcy laws may be relevant in certain circumstances with respect to a range of entities which may act as a swap counterparty, including US established entities and certain non-US established entities with assets or operations in the US (although the scope of any such proceedings may be limited if the relevant non-US entity is a bank with a licensed branch in a US state). In general, if a subordination provision included in the Transaction Documents was successfully challenged under the insolvency laws of any relevant jurisdiction outside England and Wales and any relevant foreign judgment or order was recognised by the English courts, there can be no assurance that such actions would not adversely affect the rights of the Noteholders, the market value of the Notes and/or the ability of the Issuer to satisfy its obligations under the Notes.

Given the general relevance of the issues under discussion in the judgments referred to above and that the Transaction Documents include terms providing for the subordination of certain payments under the Swap Agreement, there is a risk that the final outcome of the dispute in such judgments (including any recognition action by the English courts) may result in negative rating pressure in respect of the Notes. If any rating assigned to any of the Rated Notes is lowered, the market value of such Rated Notes may reduce.

#### (l) **Corporate Insolvency and Governance Act 2020**

The Corporate Insolvency and Governance Act ("CIGA") came into force on 26 June 2020. The CIGA introduces significant new corporate restructuring tools to the UK insolvency regime. The principal elements of the CIGA are a moratorium on certain actions taken against eligible companies, a prohibition on termination of certain contracts triggered by certain insolvency-related events of an eligible company (the "**ipso facto termination provisions**") and a new compromise procedure allows for a 75% majority of creditors or members in each class to bind others in the same class even if they do not vote in favour. It is also possible for one class of creditors to bind all others, including secured creditors (a "**cross-class cram down**").

The Issuer is not expected to be an eligible company for purposes of either the moratorium provisions or of the ipso facto termination provisions of the CIGA as the Issuer is expected to be a securitisation company within the meaning of the Taxation of Securitisation Companies Regulations 2006. The Issuer is further not expected to be an eligible company for purposes of the moratorium provisions, and the Transaction Documents are not expected to be subject to the ipso facto termination provisions, because this transaction is expected to constitute a "capital market arrangement" and the Notes a "capital market investment" (each as defined under paragraphs 13 and 14 of new schedule ZA1 to the Insolvency Act introduced by CIGA). That said, if for any reason the Issuer is an eligible company for the purposes of the moratorium or the ipso facto termination provisions, application of these provisions could result in a material adverse effect on the ability of Noteholders to accelerate their debts and enforce the security granted under the Deed of Charge in a timely manner, which in turn may result in material losses being incurred by Noteholders.

Further, although the Issuer is theoretically within the scope of the new cross-class cram down provisions, given the fact that it is established as an insolvency remote vehicle, with limited third party creditors and where its Transaction Creditors have entered into non-petition covenants and limited recourse provisions it is unlikely to fulfil the prerequisites for the cross-class cram down to apply in practice. If, however, the cross-class cram down provisions were to be used in respect of the Issuer, it would be possible under some circumstances for 75% by value of the creditors in one class to approve a compromise and thereby "cram down" dissenting classes of creditors, which, if approved by the court, may result in material losses being incurred by Noteholders.

However, the CIGA may impact the ability of the Servicer to bring proceedings against a Obligor which is a corporate entity to realise the Financed Objects and enforce any other Ancillary Rights in respect of a Financing Contract entered into with a corporate in the case of a moratorium (unless the relevant Obligor is a corporate entity which is an ineligible company under the CIGA). The inability of the Servicer to obtain timely and complete payment of debts from Obligors may in turn have a material adverse effect on the ability of the Issuer to make timely and complete payments under the Notes.

### 7. **RISKS RELATING TO CHARACTERISTICS OF THE NOTES**

#### (a) **Absence of a Secondary Market**

Although an application has been made to list the Notes on Euronext Dublin, there is currently a limited secondary market for the Notes. There can be no assurance that a secondary market for the Notes will provide the Noteholders with liquidity of investment, or that it will continue for the whole life of the Notes. Potential investors in the Notes should be aware of the prevailing global credit market conditions and the level of liquidity in the secondary market for instruments similar to the Notes. Such secondary markets have, in the recent past, experienced severe disruptions resulting from reduced investor demand for asset-backed securities and increased

investor yield requirements for those securities. As a result, the secondary markets for asset-backed securities have recently experienced extremely limited liquidity. These conditions may return in the future. In addition, since the UK Referendum and as a result of the recent emergence of Covid-19, there has been increased volatility and disruption of the capital, currency and credit markets, including the market for securities similar to the Notes (see the risk factor "*General market volatility and post-UK referendum uncertainty may affect the transactions contemplated by the Transaction Documents and 'The Covid-19 pandemic may exacerbate certain risks in relation to the Notes'*").

Limited liquidity in the secondary market may have a severe adverse effect on the market value of asset-backed securities, especially those securities that are more sensitive to prepayment or credit risk and those securities that have been structured to meet the investment requirements of limited categories of investors. Consequently, any purchaser of the Notes must be prepared to hold such Notes for an indefinite period of time or until final redemption or maturity of such Notes. The market values of the Notes are likely to fluctuate. Any such fluctuation may be significant and could result in significant losses to investors in the Notes. In addition, the forced sale into the market of asset-backed securities held by structured investment vehicles, hedge funds, issuers of collateralised debt obligations and any other entities experiencing funding difficulties could adversely affect an investor's ability to sell, and/or the price an investor receives for, the Notes in the secondary market. Neither the Joint Lead Managers nor the Seller is under any obligation to assist in the resale of the Notes.

The liquidity of a secondary market for the Notes may be further constrained by the concentration of holdings of the Notes in a limited number of investors.

Central bank schemes such as, amongst others, the Bank of England's Sterling Monetary Framework, the Discount Window Facility, the Funding for Lending Scheme, the Term Funding Scheme, the European Central Bank's liquidity scheme or emergency liquidity operations introduced by central banks (such as the Term Funding Scheme with additional incentives for SMEs introduced by the bank of England) in response to a financial crisis or a wide-spread health crisis (such as the Covid-19 outbreak), have provided an important source of liquidity in respect of eligible securities. None of the Issuer, the Seller, the Arrangers, the Joint Lead Managers nor any of their respective affiliates give any representation, warranty, confirmation or guarantee to any investor in the Notes that the Notes will, either upon issue or at any time prior to redemption in full, satisfy all or any of the requirements for such central bank schemes or that such schemes will be available for new drawings. Any potential investor in the Notes should make their own conclusions and seek their own advice with respect to whether or not the Notes constitute eligible collateral for such central bank schemes.

#### (b) **Book-Entry Registration**

The Notes will be represented by Global Notes and the Residual Certificates will be represented by Global Residual Certificates delivered to a common safekeeper for Clearstream, Luxembourg and Euroclear, and will not be held by the beneficial owners or their nominees. The Global Notes and Global Residual Certificates will not be registered in the names of the beneficial owners or their nominees. As a result, unless and until Notes or Residual Certificates in definitive form are issued, beneficial owners will not be recognised by the Issuer or the Trustee as Noteholders or Residual Certificateholders (as applicable), as those terms are used in the Trust Deed. Until such time, beneficial owners will only be able to exercise their rights in relation to the Notes or Residual Certificates indirectly, through Clearstream, Luxembourg or Euroclear (as the case may be) and their respective participating organisations, and will receive notices (which, so long as the Notes are listed on Euronext Dublin and the rules of Euronext Dublin so require, will be published in the Company Announcements section of the website of Euronext Dublin [www.ise.ie](http://www.ise.ie)) and other information provided for under the Conditions of the Notes and Residual Certificates Conditions only if and to the extent provided by Euroclear or Clearstream, Luxembourg (as the case may be) and their respective participating organisations.

#### (c) **Denominations of Notes**

The denomination of the Notes is £100,000 and integral multiples of £1,000 in excess thereof. Therefore, it is possible that the Notes may be traded in amounts in excess of £100,000 that are not integral multiples of £100,000. In such a case, a Noteholder who, as a result of trading such amounts, holds a principal amount of less than £100,000 will not receive a definitive Note in respect of such holding (should definitive Notes be printed) and would need to purchase a principal amount of Notes such that it holds an amount equal to one or more denominations.

### 8. **RISKS RELATING TO TAX CONSIDERATIONS**

#### (a) **UK taxation treatment of the Issuer**

The Issuer has been advised that it should fall within the permanent regime for the taxation of securitisation companies (as set out in the Taxation of Securitisation Companies Regulations 2006 (as amended) (SI 2006/3296) (the "**Securitisation Tax Regulations**")), and as such should be taxed only on the amount of its "retained profit" (as that term is defined in the Securitisation Tax Regulations), for so long as it satisfies the conditions of the Securitisation Tax Regulations. However, if the Issuer does not satisfy the conditions to be taxed in accordance with the Securitisation Tax Regulations (or subsequently ceases to satisfy those conditions) then the Issuer may be subject to tax liabilities not contemplated in the cashflows for the transaction described in this Prospectus. Any such tax liabilities

may reduce amounts available to the Issuer to meet its obligations under the Notes and may result in investors receiving less interest and/or principal than expected.

(b) **Withholding tax under the Notes**

Provided that the Notes are and continue to be "listed on a recognised stock exchange" (within the meaning of section 1005 of the Income Tax Act 2007), as at the date of this Prospectus no withholding or deduction for or on account of United Kingdom income tax will be required on payments of interest on the Notes. However, there can be no assurance that the law in this area will not change during the life of the Notes. In the event that any withholding or deduction for or on account of any tax is imposed on payments in respect of the Notes, neither the Issuer nor any other person is obliged to gross up or otherwise compensate the Noteholders for such withholding or deduction. However, in such circumstances, the Issuer will, in accordance with Condition 7.3 (*Optional Redemption in Whole*) of the Notes, use best endeavours to prevent such an imposition in relation to the Notes.

THE ISSUER BELIEVES THAT THE RISKS DESCRIBED HEREIN ARE A LIST OF PRINCIPAL RISKS WHICH ARE SPECIFIC TO THE SITUATION OF THE ISSUER AND/OR THE NOTES AND WHICH ARE MATERIAL FOR TAKING INVESTMENT DECISIONS BY THE POTENTIAL NOTEHOLDERS. ALTHOUGH THE ISSUER BELIEVES THAT THE VARIOUS STRUCTURAL ELEMENTS DESCRIBED IN THIS DOCUMENT MITIGATE SOME OF THESE RISKS FOR NOTEHOLDERS, THERE CAN BE NO ASSURANCE THAT THESE MEASURES WILL BE SUFFICIENT TO ENSURE PAYMENT TO NOTEHOLDERS OF INTEREST, PRINCIPAL OR ANY OTHER AMOUNTS ON OR IN CONNECTION WITH THE NOTES ON A TIMELY BASIS OR AT ALL. THE ISSUER MAY BE UNABLE TO PAY INTEREST, PRINCIPAL OR OTHER AMOUNTS ON OR IN CONNECTION WITH THE NOTES FOR OTHER REASONS. THE ISSUER DOES NOT REPRESENT THAT THE ABOVE STATEMENTS REGARDING THE RISK OF HOLDING THE NOTES ARE EXHAUSTIVE. ADDITIONAL RISKS AND UNCERTAINTIES NOT PRESENTLY KNOWN TO THE ISSUER OR THAT THE ISSUER CURRENTLY BELIEVES TO BE IMMATERIAL COULD ALSO HAVE A MATERIAL IMPACT ON THE ISSUER'S FINANCIAL STRENGTH IN RELATION TO THIS TRANSACTION. PROSPECTIVE INVESTORS SHOULD ALSO READ THE DETAILED INFORMATION SET OUT IN THE SECTION "CREDIT STRUCTURE AND CASHFLOW" AND REACH THEIR OWN VIEWS PRIOR TO MAKING ANY INVESTMENT DECISION.

**RECEIVABLES POOL AND SERVICING**

*Please refer to the sections entitled "Description of the Purchased Receivables", "The Provisional Portfolio" and "Summary of Principal Transaction Documents - Receivables Purchase Agreement" for further detail in respect of the characteristics of the Initial Purchased Receivables Pool and the sale and the servicing arrangements in respect of the Initial Purchased Receivables Pool.*

**Sale of Portfolio**

The Purchased Receivables comprising the Initial Purchased Receivables Pool was selected on 31 August 2020 (the "**Initial Cut-Off Date**"). The Initial Purchased Receivables Pool, together with Ancillary Rights, will be sold to the Issuer on the Closing Date and the Further Purchased Receivables, together with the Ancillary Rights, will be sold to the Issuer on each Further Purchase Date during the Revolving Period (in each case without any intermediate sale). In the case of Scottish Receivables, the Seller will hold such Scottish Receivables on trust for the Issuer.

The Purchased Receivables comprise claims against Obligors in respect of payments due under Financing Contracts. The vehicles ("**Financed Objects**") financed pursuant to the Financing Contracts are new and second-hand motor vehicles (including motorcycles, scooters and light commercial vehicles).

The Ancillary Rights include rights of action against Obligors, rights to Enforcement Proceeds, rights to any proceeds or monetary benefit in respect of any claim or claims against any motor vehicle insurer in relation to any damaged or stolen Financed Object, the proceeds of any Insurance Claim and any claim in respect of an Ancillary Product, rights of the Seller to PCP Recoveries, rights of action against a dealer relating to the relevant Financing Contract but exclude any rights specifically relating to legal title to the Financed Object itself.

The Financing Contracts are expressed to be governed by the laws of England and Wales and take the form of hire purchase agreements (being contracts entered into between an Obligor and MNF in the form of a standard form contract where the balance is amortised in monthly instalments over the period of the agreement, and which is not a PCP Contract) ("**HP Contracts**") including personal contract purchase agreements between MNF and Obligors pursuant to which the Obligors' repayments amortise in monthly instalments over the life of the Financing Contracts and which may include a final balloon payment or an additional larger final payment amount at the end of the term of the Financing Contract ("**PCP Contracts**").

The sale of the Initial Purchased Receivables Pool and any Further Purchased Receivables to the Issuer will in all cases also be subject to certain conditions as at the Closing Date and the relevant Further Purchase Date. The conditions include that:

- (a) the Issuer pays the Initial Purchase Price or the Further Purchase Price, as applicable;
- (b) a Notice of Sale attaching the relevant Portfolio Schedule is delivered from the Seller to the Issuer and the Cash Manager; and
- (c) the relevant Purchase Date will fall within the Revolving Period.

See the section entitled "*Summary of Principal Transaction Documents - Receivables Purchase Agreement*".

**Financing Contracts**

The Financing Contracts are entered into with Obligors who are individuals, companies, partnerships and sole traders. Financing Contracts are available for both new and used vehicles and light commercial vehicles.

HP Contracts contain standard terms where an initial deposit is paid and then the balance is typically amortised in equal monthly instalments. At the end of the term of the HP Contract, after an additional Option to Purchase Fee is paid (if applicable), the Obligor owns the Financed Object. In some cases, there may be a final payment amount in respect of the HP Contracts which is larger than the preceding monthly instalment.



PCP Contracts are similar to HP Contracts, but in all cases will include the Final Payment Amount at the end of the term of the PCP Contract which is larger than the preceding monthly instalments. At the end of the term of a PCP Contract, the Obligor can choose to either (a) settle the contract by paying the Final Payment Amount (and any Option to Purchase Fee) and thereby purchase the Financed Object or, (b) subject to the payment of all amounts due under the contract (including excess mileage and other charges) and the Obligor's compliance with the terms of the Financing Contract, return the Financed Object to MNF in full and final settlement of the PCP Contract.

The options available to the Obligor and the resulting implication for the Transaction are more particularly described as follows:

*Option (a) - Obligor option to purchase the Financed Object*

Where the Obligor chooses to pay the Final Payment Amount and purchase the Financed Object, title in the Financed Object passes to the Obligor when the Obligor pays the Final Payment Amount and any additional Option to Purchase Fee.

*Option (b) - Obligor option to return the Financed Object*

The Obligor may opt to return the relevant Financed Object to the Servicer instead of paying the Final Payment Amount. In this case, the Redelivered Vehicle will then be inspected by an independent inspection agent to assess the Financed Object's condition, maintenance and mileage. Any necessary repair charges or excess mileage charges will be payable by the Obligor in accordance with the terms of the Financing Contract. The Servicer will then sell the Redelivered Vehicle at auction (usually subject to a reserve price), and the sale proceeds (net of any costs incurred by the Servicer in connection with the sale) will be remitted by the Servicer into the Collection Account for the benefit of the Issuer.

*Calculation of the Final Payment Amount*

The decision of the Obligor whether to pay the Final Payment Amount (plus any Option to Purchase Fee) and therefore purchase the Financed Object, or return the Financed Object to the Seller, will in part be affected by the amount of the Final Payment Amount. The Final Payment Amount is set as the Minimum Guaranteed Future Value of the relevant Financed Object as determined by the Seller at the start of the Financing Contract based on certain contractual mileage assumptions using the Cap Gold Book and taking a conservative view of the anticipated future value of the Financed Object.

If the Final Payment Amount to be paid by the Obligor to purchase the Financed Object is less than the market value of the Financed Object at that time, the Obligor may be more likely to decide to purchase the Financed Object and pay the Final Payment Amount.

If the Final Payment Amount to be paid by the Obligor to purchase the Financed Object is greater than the market value of the Financed Object at that time, the Obligor may be more inclined to return the Financed Object to the Seller in lieu of the Final Payment Amount and thus settle his/her obligation.

If the Obligor decides to return the Financed Object to the Seller, the amount realised from the sale of the Redelivered Vehicle (net of any costs incurred in connection with the sale) may be less than the amount of the Final Payment Amount that would otherwise have been paid by the Obligor had it decided to purchase the Financed Object.

## Features of Purchased Receivables

The following is a summary of certain features of Receivables selected to form a pool (the "**Provisional Portfolio**") as at 31 August 2020 (the "**Provisional Portfolio Date**"). The Receivables that form the Initial Purchased Receivables Pool were randomly selected on the Initial Cut-Off Date and have similar characteristics to the Receivables contained in the Provisional Portfolio. The actual Initial Purchased Receivables Pool purchased on the Closing Date will have an Aggregate Outstanding Principal Balance

of £583,754,049. Investors should refer to, and carefully consider, further details in respect of the Receivables set out in "*The Provisional Portfolio*".

#### Summary of the Provisional Portfolio:

Type of Receivable	Auto loan
Number of Receivables	64,846
Aggregate Outstanding Principal Balance	£583,754,049.35
Average Current Principal Balance	£9,002.16
Average Original Principal Balance	£10,169.77

#### Financed Object - New

(Percentage of balance)	3.00%
(Principal Balance)	£17,512,634.87

#### Financed Object - Used

(Percentage of contracts)	97.00%
(Principal Balance)	£566,241,414.48

#### Receivables Agreement Type – HP Contracts

(Percentage of balance)	74.88%
(Principal Balance)	£437,090,942.08

#### Receivables Agreement Type – HP Contract with Balloon

(Percentage of balance)	0.14%
(Principal Balance)	£817,925.57

#### Receivables Agreement - PCP Contracts

(Percentage of balance)	24.98%
(Principal Balance)	£145,845,181.70

Weighted Average Effective Rate	10.68%
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Weighted Average Remaining Term 44.84  
(months)

Weighted Average Seasoning (months) 7.82

Weighted Average Original LTV 89.75%

## Consideration

Consideration payable by the Issuer in respect of the sale of the Purchased Receivables on the Closing Date shall be equal to the Aggregate Initial Cut-Off Date Principal Balance and the deferred consideration.

Consideration payment by the Issuer in respect of any sale of the Purchased Receivables on a Further Purchase Date shall be equal to the Aggregate Further Cut-Off Date Principal Balance and the deferred consideration. During the Revolving Period, the Seller may (but is not obliged to) sell Receivables to the Issuer.

The deferred consideration payable for the sale of the Purchased Receivables shall be equal to the Residual Payments payable in accordance with the Receivables Purchase Agreement, the Residual Certificates Conditions and the relevant Priority of Payments.

The right to such Residual Payments will be represented by Residual Certificates to be issued by the Issuer and delivered to, or at the direction of, the Seller on the Closing Date. Payments on the Residual Certificates will be due and payable by the Issuer to the Residual Certificateholders from the Closing Date and prior to the service of an Enforcement Notice by the Trustee to the Issuer on each Payment Date, out of excess Available Revenue Receipts (after application of Available Revenue Receipts in accordance with the Pre-Enforcement Interest Priority of Payments).

Residual Payments will be due and payable by the Issuer to the Residual Certificateholders following the service of an Enforcement Notice by the Trustee to the Issuer from the Available Revenue Receipts and any other amounts received or recovered by the Trustee in respect of the Issuer Security (other than any Swap Collateral, Replacement Swap Premium and Tax Credits (as defined in the Swap Agreement) (and any income, interest and distributions thereon and all proceeds of redemption or liquidation thereof)) in accordance with the Post-Enforcement Order of Priority.

## Representations and Warranties

The Seller will make certain Warranties regarding the Receivables and Ancillary Rights to the Issuer and the Trustee on the Closing Date and each Further Purchase Date. Though given on the Closing Date and each Further Purchase Date, such Warranties will relate to the Receivables and Ancillary Rights as at the relevant Cut-Off Date.

In addition to representations and warranties in respect of the legal nature of the Receivables and their Ancillary Rights (e.g. the valid, binding and enforceable nature of the relevant Receivable and the Ancillary Rights), and representations and warranties in relation to the Seller itself (e.g. that no litigation is pending against it that would, if adversely determined, have a material and adverse effect on the collectability of the Purchased Receivables and that no insolvency proceedings have been started or threatened against it), there are also asset representations and warranties including, without limitation, the following:

- (a) the relevant Financing Contract is denominated in Pounds Sterling;
- (b) the related Financing Contract relates to the financing of the purchase of a single motor vehicle, motorcycle, scooter or light commercial vehicle;
- (c) the Receivable was not overdue for an amount greater than £70 at the relevant Cut-Off Date;

- (d) the original maturity under the related Financing Contract varies between, in respect of HP Contracts, 12 and 61 months, and in respect of PCP Contracts, 12 and 49 months;
- (e) the Receivable was generated in the ordinary course of MNF's business pursuant to underwriting standards that are no less stringent than those MNF applied at the time of origination to similar exposures that are not included in the Portfolio;
- (f) so far as the Seller is aware, having made all reasonable enquiries, no Purchased Receivable is an exposure to (i) "credit-impaired obligors" or where applicable, "credit-impaired guarantors" as described in Article 13(2)(j) of the LCR Regulation (or if different, the equivalent provisions in any such enacted version of such Commission Delegated Regulation) or (ii) "credit-impaired debtors or guarantors" as described in Article 20(11) of the Securitisation Regulation, and, in each case, in accordance with any official guidance issued in relation thereto;
- (g) the related Financing Contract has been entered into exclusively with an Obligor which, if it is a corporate entity has its registered office in England, Wales or Scotland, or, if it is an individual has its place of residence in England or Wales or Scotland;
- (h) the status and enforceability of the Receivable is not impaired due to warranty claims or any other rights of the Obligor even if the Issuer knew or could have known on the relevant Cut-Off Date of the existence of such defences or rights (except for any rights under Sections 56, 67 or 75 of the CCA);
- (i) MNF has not done anything that would cause such Receivable to be invalid or irrevocable under the CCA;
- (j) MNF has originated the Receivable pursuant to a Financing Contract in the form of a Standard Form Contract; and
- (k) when aggregated with the Purchased Receivables comprising the Portfolio, the aggregate Principal Balance of the Purchased Receivables resulting from Financing Contracts entered into with a single individual Obligor that is not a corporate entity is equal or less than: (i) 0.20% of the Aggregate Principal Balance of the Purchased Receivables in the Portfolio, and (ii) £500,000.

See the section entitled "*Summary of Principal Transaction Documents - Receivables Purchase Agreement*" for further information.

**Repurchase of the Receivables:**

The Issuer shall offer to sell and the Seller shall repurchase the relevant Purchased Receivables upon breach of Warranties (which are either not capable of remedy or if the Seller failed to remedy the relevant breach as at the end of the Monthly Period which includes the thirtieth (30th) day after the date that the Seller became aware or was notified of such breach to cure or correct such breach (the "**Cure Period**")).

**Consideration for repurchase:**

The consideration payable by the Seller in respect of a repurchase of a Purchased Receivable shall (i) in respect of a Non-Conforming Receivable or, as the case may be, any Non-STS/LCR Compliant Receivable, be equal to the Principal Balance of such Purchased Receivable, together with any interest that has accrued, as at the relevant Repurchase Date (the "**Repurchase Amount**") or (ii) in the case of any Purchased Receivables which had not come into existence at the time of its assignment to the Issuer, an amount equal to the deemed amount of the Principal Balance of such non-existent Receivables at the date of such payment.

**Optional Repurchase of Receivables**

If the Seller has determined that any Purchased Receivable is a Non-STS/LCR Compliant Receivable, the Seller may repurchase the relevant Purchased Receivable on any date provided that the Seller has certified to the Trustee (upon which certificate the Trustee shall be entitled to rely absolutely and without enquiry or liability) that a

repurchase of the Non-STS/LCR Compliant Receivable is necessary in order to comply with the requirements of paragraph 2(g)(i) of Article 13 (Level 2B securitisations) of the LCR Regulation (or, if different, the equivalent provisions in the approved version of the LCR Regulation) or Articles 19, 20, 21 or 22 of the Securitisation Regulation.

**Notification Events:**

Transfer of the legal title to the relevant Purchased Receivables will be completed on the occurrence of certain Notification Events, which include insolvency of the Seller or Servicer and failure to repurchase a Non-Conforming Receivable.

See "Notification Event" in the section entitled "*Triggers Tables - Non-rating Triggers Table*".

Prior to the completion of the transfer of legal title to the relevant Purchased Receivables, the Issuer will hold only the equitable title to those Purchased Receivables and will therefore be subject to certain risks as set out in the risk factor entitled "*Equitable Assignment*" in the Risk Factors section.

**Servicing of the Purchased Receivables:**

The Servicer will be appointed by the Issuer (and, in certain circumstances, the Trustee) to service the Purchased Receivables on a day-to-day basis. The appointment of the Servicer may be terminated by the Issuer, with the consent of the Trustee, or by the Trustee upon the occurrence of any of the following events (the "**Servicer Replacement Events**"):

- (a) the Servicer fails to pay any amount due under the Servicing Agreement on the due date or on demand, if so payable, or to direct any movement of collections as required under the Servicing Agreement and the other Transaction Documents, and such failure has continued unremedied for a period of seven Business Days after written notice or discovery of such failure by an officer of the Servicer; or
- (b) the Servicer (i) fails to observe or perform in any material respect any of its covenants and obligations under or pursuant to the Servicing Agreement or any other Transaction Document to which it is a party and such failure results in a material adverse effect on the Issuer's ability to make payments in respect of the Notes and continues unremedied for a period of (x) (in the case where (y) does not apply) 60 days after the earlier of an officer of the Servicer becoming aware of such default and written notice of such failure being received by the Servicer or (y) 150 days if such delay or failure was caused by an event beyond the reasonable control of the Servicer, an act of God or other similar occurrence or (ii) fails to maintain its authorisations and permissions required under the FSMA or any other regulatory licence or approval required under the terms of the Servicing Agreement and such failure continues unremedied for a period of 60 days after the earlier of an officer of the Servicer becoming aware of such default and written notice of such failure being received by the Servicer; or
- (c) the occurrence of an Insolvency Event in relation to the Servicer.

The Servicer may also resign upon giving not less than six months' notice to the Issuer and the Trustee provided that:

- (a) the Trustee and the Issuer consent in writing to such termination;
- (b) a successor servicer has been appointed; and
- (c) notice in writing as to the replacement of the Servicer has been given to all Obligors.

**Delegation:**

The Servicer may delegate some of its servicing functions to a third party provided that the Servicer remains responsible for the performance of any functions so delegated. See the section "*Summary of the Principal Transaction Documents - Servicing Agreement*" for further information.

**Purchase of Portfolio by Portfolio Option Holder:**

The Portfolio Option Holder may, by giving written notice to the Issuer at any time after the Portfolio Option Commencement Date, (such notice to be given not more than 60 days nor less than 20 days prior to the Payment Date specified in the notice), purchase or procure that a Third Party Purchaser purchases all (but not part) of the Purchased Receivables on the specified Payment Date, provided that no such notice may be given unless two full Interest Periods have passed since such Portfolio Option Commencement Date and no notice has been delivered by the Issuer to the Noteholders to voluntarily redeem the Notes in accordance with Condition 7.3 (*Optional Redemption in Whole*).

The Portfolio Option Holder may exercise the Portfolio Option in accordance with the terms of the Deed Poll. The Seller will not provide any representations or warranties in relation to those Purchased Receivables. The Issuer will provide limited representations in relation to its title to the Purchased Receivables.

In connection with the exercise of the Portfolio Option, the Portfolio Option Holder or the Third Party Purchaser (as applicable) will agree with the Issuer to either (i) deposit an amount equal to the Portfolio Option Purchase Price in either an escrow account in the name of the purchaser or in any other account (including the Issuer Account) as may be agreed between the Issuer and the Portfolio Option Holder or (as applicable) the Third Party Purchaser or (ii) provide irrevocable payment instructions for an amount equal to the Portfolio Option Purchase Price, provided that such deposit shall be made or irrevocable payment instructions shall be given by no later than (x) four Business Days prior to the Target Portfolio Purchase Completion Date or (y) such other date as the Issuer, at its sole discretion and the Portfolio Option Holder or (as applicable) the Third Party Purchaser may agree, provided further that the Portfolio Option Purchase Price, or as applicable, irrevocable payment instructions must be received by the Issuer in sufficient time to enable the Issuer to fully repay the Notes and the accrued interest pursuant to Condition 7.5 (*Redemption and Cancellation - Mandatory Redemption in full pursuant to a Portfolio Purchase*).

The exercise of the Portfolio Option will also be subject to the following conditions:

- (a) either (i) each of the purchasers of the legal and beneficial title in the Purchased Receivables is resident for tax purposes in the United Kingdom, or (ii) each of the Issuer, and the Seller, having received tax advice (such advice to be obtained prior to the execution of any binding agreement in relation to the transfer of the Purchased Receivables) from an appropriately qualified and experienced United Kingdom tax adviser in the form and substance satisfactory to it (acting reasonably), or such other comfort as may reasonably be required by it (including, without limitation, any clearance or other confirmation granted by HM Revenue and Customs), is satisfied that sale of legal and beneficial title in the relevant Purchased Receivables should not expose the Issuer or the Seller to a risk of loss in consequence of United Kingdom income tax being required to be withheld from amounts paid in respect of the Purchased Receivables;
- (b) either (i) the purchaser of the legal title to the Purchased Receivables has all the appropriate licences, approvals, authorisations, consents, permissions and registrations (including any approvals, authorisations, consents, permissions and registrations required to be maintained under the FSMA and any rules and regulations of the FCA) required to administer receivables such as the Purchased Receivables (the "Relevant Authorisations") or (ii) the purchaser of the beneficial interest in the Purchased Receivables has appointed a servicer who has the Relevant Authorisations; and
- (c) the purchaser of the beneficial interest in the Purchased Receivables shall not be permitted to transfer the beneficial interest in the Purchased Receivables to any further purchaser until the transfer of the legal title to the Purchased Receivables in favour of the purchaser of legal title to the Purchased

Receivables is perfected unless such transfer of beneficial interest is made to an entity which is within charge to UK corporation tax.

The tax advice referred to in (a) above shall be obtained at the cost of the Portfolio Option Holder.

In connection with the exercise of the Portfolio Option, the beneficial title to the Purchased Receivables will be transferred on the Target Portfolio Purchase Completion Date. However, the perfection of the transfer of the legal title to the Purchased Receivables and the giving of notices of such transfer to the Obligors may take place promptly after the Target Portfolio Purchase Completion Date.

**"Portfolio Option"** means the option granted to the Portfolio Option Holder pursuant to the Deed Poll to require the Issuer to (x) sell beneficial interest in the Purchased Receivables in the Portfolio, and (y) sell legal title or, if, at the time the option is exercised, the Issuer does not hold legal title to the Purchased Receivables in the Portfolio, procure that the Seller sell legal title in the Purchased Receivables in the Portfolio, to the Portfolio Option Holder or a Third Party Purchaser, or (in case of legal title) a nominee of either of them.

**"Portfolio Option Commencement Date"** means any Payment Date (from and including) on which

- (a) the Issuer is to make any payment in respect of the Notes and the Issuer would be required to make a deduction or withholding on account of any Tax in respect of such payment;
- (b) the Issuer would, by virtue of a change in the tax law of the Issuer's jurisdiction of incorporation (or the application or official interpretation of such tax law), be affected by such change so that it would incur a liability to tax in respect of an amount which is materially greater than the Issuer's Retained Profit; or
- (c) the Aggregate Principal Balance is less than 10% of the Aggregate Initial Cut-Off Date Principal Balance of the Purchased Receivables,

provided that, (i) in the case of limbs (a) and (b) above, the Issuer has certified to the Trustee that, following its best efforts, it has not been possible to procure the substitution as principal debtor pursuant to the Trust Deed, the Deed of Charge and in respect of the Notes of a company approved by the Trustee incorporated in some other jurisdiction where such withholding is not required and (ii) on such Payment Date, no notice from the Issuer has been delivered to the Noteholders pursuant to Condition 7.3 (*Redemption and Cancellation - Optional Redemption in Whole*).

**"Portfolio Option Holder"** means, (a) (where the Residual Certificates are represented by Definitive Residual Certificates) the person who holds greater than 50 per cent. of the Residual Certificates or (where the Residual Certificates are represented by a Global Residual Certificate) the Residual Certificateholder who holds the beneficial interest in more than 50 per cent. of the Residual Certificates or (b) where no person holds greater than 50 per cent. of the Residual Certificates or, as applicable, beneficial interest in more than 50 per cent. of the Residual Certificates, the person who holds the greatest aggregate number of the Residual Certificates or, as applicable, the beneficial interest in the greatest aggregate number of the Residual Certificates.

**"Portfolio Purchase"** means a purchase of the Purchased Receivables by either the Portfolio Option Holder or the Third Party Purchaser pursuant to the exercise of the Portfolio Option.

**"Target Portfolio Purchase Completion Date"** means the date identified as the date on which the Portfolio Purchase is expected to be completed pursuant to the terms of the Deed Poll, which, for the avoidance of doubt shall be a Payment Date following the Portfolio Option Commencement Date.

**"Third Party Purchaser"** means a third party purchaser of the beneficial and/or legal title to the Purchased Receivables as nominated by the Portfolio Option Holder.

**Consideration for purchase by Portfolio Option Holder:**

The purchase price payable by the Portfolio Option Holder or the Third Party Purchaser, as applicable, in respect of the Portfolio Purchase shall be an amount equal to the greater of:

- (a) the aggregate Principal Balance of the Purchased Receivables, plus any accrued interest to the purchase date, comprising the Portfolio determined as at the Calculation Date immediately preceding the Target Portfolio Purchase Completion Date; and
  - (b) an amount equal to:
    - (i) the amount required by the Issuer to pay in full all amounts payable under items (a) to (h), (i), (k), (n), (p), (r), (t), (v), (w) and (x) of the Pre-Enforcement Interest Priority of Payments and items (a) and (d) to (i) (inclusive) of the Pre-Enforcement Principal Priority of Payments, in each case on the immediately following Payment Date,
- less
- (ii) any Available Revenue Receipts and Available Principal Receipts otherwise available to the Issuer; and
  - (c) zero,

in each case, plus (i) the Issuer's costs and expenses associated with transferring its interests in any Purchased Receivable to the Portfolio Option Holder or its nominee (if any) and (ii) an amount agreed between the Issuer and the Portfolio Option Holder in respect of costs anticipated to be incurred by the Issuer after the Target Portfolio Purchase Completion Date (the **"Portfolio Option Purchase Price"**).



SUMMARY OF THE TERMS AND CONDITIONS OF THE NOTES AND RESIDUAL CERTIFICATES

**SUMMARY OF THE TERMS AND CONDITIONS OF THE NOTES AND RESIDUAL CERTIFICATES**

*Please refer to section entitled "Terms and Conditions of the Notes" for further detail in respect of the terms of the Notes.*

**FULL CAPITAL STRUCTURE OF THE NOTES**

	Class A Notes	Class B Notes	Class C Notes	Class D Notes	Class E Notes	Class F Notes	Class X Notes	Residual Certificates
<b>Currency</b>	£	£	£	£	£	£	£	N/A
<b>Principal Amount</b>	493,272,000	26,269,000	29,188,000	11,675,000	14,594,000	8,756,000	23,350,000	N/A
<b>Rating Agencies</b>	Moody's	Moody's	Moody's	Moody's	Moody's	Moody's	N/A	N/A
	S&P	S&P	S&P	S&P	S&P	S&P	N/A	N/A
<b>Anticipated ratings</b>	Aaa by Moody's	Aa2 by Moody's	A3 by Moody's	Baa3 by Moody's	Ba2 by Moody's	No Rating	Ba3 by Moody's	No Rating
	AAA by S&P	AA by S&P	A by S&P	A- by S&P	BB- by S&P	No rating	B- by S&P	No Rating
<b>Note Credit Enhancement</b>	Subordination of the other Collateralised Notes; Cash Reserve Account Excess Amount applied as Available Revenue Receipts ;and on and from Collateralised Notes Redemption Date, all amounts credited to the Cash Reserve Account	Subordination of the other Collateralised Notes (except the Class A Notes); Cash Reserve Account Excess Amount applied as Available Revenue Receipts ;and on and from Collateralised Notes Redemption Date, all amounts credited to the Cash Reserve Account	Subordination of the other Collateralised Notes (except the Class A Notes and Class B Notes); Cash Reserve Account Excess Amount applied as Available Revenue Receipts ;and on and from Collateralised Notes Redemption Date, all amounts credited to the Cash Reserve Account	Subordination of the other Collateralised Notes (except the Class A Notes and Class C Notes); Cash Reserve Account Excess Amount applied as Available Revenue Receipts ;and on and from Collateralised Notes Redemption Date, all amounts credited to the Cash Reserve Account	Subordination of the other Collateralised Notes (except the Class A Notes and Class D Notes); Cash Reserve Account Excess Amount applied as Available Revenue Receipts ;and on and from Collateralised Notes Redemption Date, all amounts credited to the Cash Reserve Account	Cash Reserve Account Excess Amount applied as Available Revenue Receipts ;and on and from Collateralised Notes Redemption Date, all amounts credited to the Cash Reserve Account	Principal payments benefit from credit enhancement in the amount by which Available Revenue Receipts exceed the amount required to pay interest on the Class X Notes and all other amounts ranking in priority thereto.	N/A
<b>Liquidity Support</b>	Cash Reserve Account Release Amount; Available Principal Receipts applied as Principal Addition Amounts to provide for any Senior Expenses Deficit	Cash Reserve Account Release Amount; Available Principal Receipts applied as Principal Addition Amounts to provide for any Senior Expenses Deficit	Available Principal Receipts applied as Principal Addition Amounts to provide for any Senior Expenses Deficit	Available Principal Receipts applied as Principal Addition Amounts to provide for any Senior Expenses Deficit	Available Principal Receipts applied as Principal Addition Amounts to provide for any Senior Expenses Deficit	Available Principal Receipts applied as Principal Addition Amounts to provide for any Senior Expenses Deficit	N/A	N/A
<b>Issue Price</b>	100%	100%	100%	100%	100%	100%	100%	N/A
<b>Interest Rate/ Reference Rate</b>	Compounded Daily SONIA + Relevant Margin	Compounded Daily SONIA + Relevant Margin	Compounded Daily SONIA + Relevant Margin	Compounded Daily SONIA + Relevant Margin	Compounded Daily SONIA + Relevant Margin	Compounded Daily SONIA + Relevant Margin	Compounded Daily SONIA + Relevant Margin	N/A
<b>Relevant Margin</b>	0.83% per annum	1.65% per annum	2.00% per annum	2.30% per annum	5.00% per annum	7.00% per annum	5.00% per annum	N/A

## SUMMARY OF THE TERMS AND CONDITIONS OF THE NOTES AND RESIDUAL CERTIFICATES

	Class A Notes	Class B Notes	Class C Notes	Class D Notes	Class E Notes	Class F Notes	Class X Notes	Residual Certificates
<b>Interest Accrual Method</b>	Actual/365	Actual/365	Actual/365	Actual/365	Actual/365	Actual/365	Actual/365	N/A
<b>Interest Determination Dates</b>	<b>"Interest Determination Date"</b> means, the fifth Business Day before the Payment Date for which the rate will apply.							
<b>Payment Dates</b>	Interest will be payable monthly in arrear on the Payment Date falling on or around the 20th of each calendar month in each calendar year, commencing on the first Payment Date.							
<b>Business Day Convention</b>	Modified Following	Modified Following	Modified Following	Modified Following	Modified Following	Modified Following	Modified Following	N/A
<b>First Payment Date</b>	20 November 2020	20 November 2020	20 November 2020	20 November 2020	20 November 2020	20 November 2020	20 November 2020	N/A
<b>First Interest Period</b>	The period commencing on (and including) the Closing Date and ending on (but excluding) the first Payment Date falling on 20 November 2020.							N/A
<b>Revolving Period</b>	The Revolving Period commences on the Closing Date and ends on (and, in the case of (a), includes, but otherwise excludes) the first to occur of (a) the Payment Date falling in July 2021; and (b) the date on which a Revolving Period Termination Event occurs. No principal will be paid on the Collateralised Notes during the Revolving Period.							
<b>Pre-Enforcement Redemption profile after Revolving Period Termination Date</b>	Sequential pass-through redemption (Class A Notes, then Class B Notes, then Class C Notes, then Class D Notes, then Class E Notes and then Class F Notes) in accordance with the Pre-Enforcement Principal Priority of Payments. Please refer to Condition 8 ( <i>Payments</i> ).						Class X Notes are redeemed by sequential pass through redemption in accordance with the Pre-Enforcement Interest Priority of Payments only.	N/A
<b>Post-Enforcement Redemption profile</b>	Sequential pass through redemption in accordance with the Post-Enforcement Order of Priority. Please refer to Condition 11 ( <i>Enforcement</i> ).							N/A
<b>Call Option</b>	10% clean up call. Funds available on the date fixed for redemption to satisfy all of the obligations of the Issuer under the Trust Deed, the Notes and any other liability of the Issuer ranking senior thereto <i>or pari passu</i> therewith pursuant to the relevant Pre-Enforcement Orders of Priority on such date. Please refer to Condition 7.3 ( <i>Redemption and Cancellation - Optional Redemption in Whole</i> ).							N/A
<b>Other Early Redemption in Full Events</b>	Tax call. Please refer to Condition 7.3 ( <i>Redemption and Cancellation - Optional Redemption in Whole</i> ).							N/A
<b>Final Maturity Date</b>	The Payment Date falling in August 2028	The Payment Date falling in August 2028	The Payment Date falling in August 2028	The Payment Date falling in August 2028	The Payment Date falling in August 2028	The Payment Date falling in August 2028	The Payment Date falling in August 2028	N/A
<b>Form of the Notes and Residual Certificates</b>	Bearer Global Notes	Bearer Global Notes	Bearer Global Notes	Bearer Global Notes	Bearer Global Notes	Bearer Global Notes	Bearer Global Notes	Registered Residual Certificates
<b>Application for Listing</b>	Euronext Dublin	Euronext Dublin	Euronext Dublin	Euronext Dublin	Euronext Dublin	Euronext Dublin	Euronext Dublin	N/A
<b>Reg S ISIN</b>	XS2237428409	XS2237428821	XS2237429399	XS2237429555	XS2237429712	XS2237429985	XS2237430488	XS2237432005
<b>Reg S Common Code</b>	223742840	223742882	223742939	223742955	223742971	223742998	223743048	223743200

# SUMMARY OF THE TERMS AND CONDITIONS OF THE NOTES AND RESIDUAL CERTIFICATES

	Class A Notes	Class B Notes	Class C Notes	Class D Notes	Class E Notes	Class F Notes	Class X Notes	Residual Certificates
<b>Clearance/ Settlement</b>	Euroclear/  Clearstream, Luxembourg	Euroclear/  Clearstream, Luxembourg	Euroclear/  Clearstream, Luxembourg	Euroclear/  Clearstream, Luxembourg	Euroclear/  Clearstream, Luxembourg	Euroclear/  Clearstream, Luxembourg	Euroclear  Clearstream, Luxembourg	Euroclear/  Clearstream, Luxembourg
<b>Minimum Denominatio n</b>	£100,000 and integral multiples of £1,000 in excess thereof	£100,000 and integral multiples of £1,000 in excess thereof	£100,000 and integral multiples of £1,000 in excess thereof	£100,000 and integral multiples of £1,000 in excess thereof	£100,000 and integral multiples of £1,000 in excess thereof	£100,000 and integral multiples of £1,000 in excess thereof	£100,000 and integral multiples of £1,000 in excess thereof	N/A
<b>Regulation</b>	Regulation S	Regulation S	Regulation S	Regulation S	Regulation S	Regulation S	Regulation S	Regulation S

**OVERVIEW OF THE TERMS AND CONDITIONS OF THE NOTES AND RESIDUAL CERTIFICATES**

*See the section entitled "Terms and Conditions of the Notes" for further information in respect of the terms of the Notes.*

**Ranking**

The Notes within each Class will rank *pari passu* and rateably without any preference or priority among themselves as to payments of interest and principal at all times.

Residual Certificates in the same class will rank *pari passu* and rateably without any preference or priority among themselves in their right to receive Residual Payments.

Payment of interest on the Class A Notes will rank senior to payments of interest on the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class X Notes.

Payment of interest on the Class B Notes will rank senior to payments of interest on the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class X Notes.

Payment of interest on the Class C Notes will rank senior to payments of interest on the Class D Notes, the Class E Notes, the Class F Notes and the Class X Notes.

Payment of interest on the Class D Notes will rank senior to payments of interest on the Class E Notes, the Class F Notes and the Class X Notes.

Payment of interest on the Class E Notes will rank senior to payments of interest on the Class F Notes and the Class X Notes.

Payment of interest on the Class F Notes will rank senior to payments of interest on the Class X Notes.

Payment of principal on the Class A Notes will rank senior to payments of principal on the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes provided that, as principal on the Class X Notes is repaid through the Pre-Enforcement Interest Priority of Payments, the Class X Notes may be redeemed prior to the redemption of the Class A Notes.

Payment of principal on the Class B Notes will rank senior to payments of principal on the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, provided that, as principal on the Class X Notes is repaid through the Pre-Enforcement Interest Priority of Payments, the Class X Notes may be redeemed prior to the redemption of the Class B Notes.

Payment of principal on the Class C Notes will rank senior to payments of principal on the Class D Notes, the Class E Notes and the Class F Notes provided that, as principal on the Class X Notes is repaid through the Pre-Enforcement Interest Priority of Payments, the Class X Notes may be redeemed prior to the redemption of the Class C Notes.

Payment of principal on the Class D Notes will rank senior to payments of principal on the Class E Notes and the Class F Notes provided that, as principal on the Class X Notes is repaid through the Pre-Enforcement Interest Priority of Payments, the Class X Notes may be redeemed prior to the redemption of the Class D Notes.

Payment of principal on the Class E Notes will rank senior to payments of principal on the Class F Notes provided that, as principal on the Class X Notes is repaid through the Pre-Enforcement Interest Priority of Payments, the Class X Notes may be redeemed prior to the redemption of the Class E Notes.

Following delivery of an Enforcement Notice only, payment of principal on the Class F Notes will rank senior to payments of principal on the Class X Notes provided that, as principal on the Class X Notes is repaid through the Pre-Enforcement Interest Priority of Payments, the Class X Notes may be redeemed prior to the redemption of the Class F Notes.

The Most Senior Class of Notes Outstanding is:

- (a) the Class A Notes whilst they remain outstanding; and
- (b) thereafter the Class B Notes whilst they remain outstanding; and
- (c) thereafter the Class C Notes whilst they remain outstanding; and
- (d) thereafter the Class D Notes whilst they remain outstanding; and
- (e) thereafter the Class E Notes whilst they remain outstanding; and
- (f) thereafter the Class F Notes whilst they remain outstanding; and
- (g) thereafter the Class X Notes whilst they remain outstanding.

See Condition 6 (*Interest*) and Condition 8 (*Payments*) for further information.

The Residual Certificates rank *pro rata* and *pari passu* without preference or priority among themselves in relation to Residual Payments at all times and are subordinated to all payments due in respect of the Notes.

**Payments on Collateralised Notes**

Prior to the service of an Enforcement Notice, payments of principal and interest on the Collateralised Notes will be made in accordance with the Pre-Enforcement Principal Priority of Payments and the Pre-Enforcement Interest Priority of Payments, respectively. Following the service of an Enforcement Notice, all payments will be made in accordance with the Post-Enforcement Priority of Payments.

**Residual Certificates**

On the Closing Date, the Issuer will also issue to the Seller the Residual Certificates under the Trust Deed representing the right to receive the Residual Payments, by way of deferred consideration for the Issuer's purchase of the Purchased Receivables.

**Issuer Security**

The Notes and the Residual Certificates are secured and share the same Issuer Security with the other Secured Obligations of the Issuer as set out in the Deed of Charge and the Assignment in Security as described in further detail in Condition 4 (*Security*).

The Issuer Security granted by the Issuer pursuant to the Deed of Charge includes:

- (a) an assignment by way of first fixed security of the benefit of all of its present and future right, title and interest to, in and under the Purchased Receivables;
- (b) an assignment by way of first fixed security of the benefit of all of its present and future right, title and interest to, in and under:
  - (i) the Charged Transaction Documents;
  - (ii) each other contract, agreement, deed (other than the Trust Deed, the Deed of Charge and Assignment in Security) and document, present and future, to which the Issuer is or becomes a party, including, without limitation, all rights to receive payment of any amounts which may become payable to the Issuer thereunder and all payments received by the Issuer thereunder from time to time, all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereof;
- (c) first fixed security over the benefit of all of its present and future right, title and interest to, in and under any Permitted Investment;

- (d) a first fixed charge over the benefit of each account of the Issuer, other than any such accounts situated outside England and Wales (and any replacement therefor), and all of its other book debts, present and future, the proceeds of the same and all other moneys due and payable to it and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing; and
- (e) a first floating charge over the whole of the Issuer's undertaking and all the Issuer's property, assets and rights whatsoever and wheresoever present and future including, without limitation, the Issuer's uncalled capital except to the extent otherwise charged or secured under the Deed of Charge (but excepting from such exclusion the whole of the Issuer's undertaking, property, assets and rights situated in Scotland or otherwise governed by Scots law, all of which are charged by the floating charge thereby created).

In addition, as continuing security for the payment or discharge of the Secured Obligations, the Issuer will grant the Assignment in Security in favour of the Trustee, for itself and on trust for the Transaction Creditors.

Some of the other Secured Obligations rank senior to the Issuer's obligations under the Notes and the Residual Certificates in respect of the allocation of proceeds as set out in the Post-Enforcement Order of Priority.

See also the following risk factor under "*Risks Relating to the Insolvency of the Issuer – Recharacterisation of fixed security interest*".

#### Use of proceeds of the Notes

The aggregate gross proceeds from the Notes amount to approximately £583,754,000 and will be used to:

- (a) purchase the Initial Purchased Receivables Pool from the Seller;
- (b) fund the Cash Reserve Account with the Initial Cash Reserve Amount; and
- (c) pay certain estimated fees and expenses of the Issuer incurred in connection with the issue.

#### Interest Provisions

Please refer to "*Full Capital Structure of the Notes*" as set out above and Condition 6 (*Interest*).

#### Interest Deferral

To the extent that, on any Payment Date, the Issuer does not have sufficient funds to pay in full interest on:

- (a) whilst the Most Senior Class of Notes Outstanding are the Class A Notes, any of the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes or the Class X Notes; and
- (b) (i) whilst the Most Senior Class of Notes Outstanding are the Class B Notes or (ii) when the Class A Notes and the Class B Notes have been redeemed in full, any of the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes or the Class X Notes,

payment of interest on such Notes may be deferred in accordance with Condition 6.2 (*Interest – Payment Dates and Interest Periods*).

Interest will accrue on any deferred Accrued Interest.

Payment of the shortfall representing deferred Accrued Interest will be deferred until the first Payment Date on which the Issuer has sufficient funds provided that the payment of such shortfall shall not be deferred beyond the Final Maturity Date or any other date on which the Notes are to be redeemed in full. On such date, any amount which has not by then been paid in full shall become due and payable.

See also the risk factor "*Limited source of funds - Liability under the Notes and the Residual Certificates*".

**Gross-up**

None of the Issuer or any Agent or the Account Bank will be obliged to gross-up if there is any withholding or deduction in respect of the Notes on account of taxes.

All payments of principal and interest in respect of the Notes and the Coupons shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by the United Kingdom or any other jurisdiction or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer shall have no obligation to pay any additional amount. However, see Condition 7.3 (*Redemption and Cancellation - Optional Redemption in Whole*) and Condition 7.5 (*Redemption and Cancellation - Mandatory Redemption in full pursuant to a Portfolio Purchase*) for a description of the Issuer's or, as the case may be, Portfolio Option Holder's right to redeem the Notes on the occurrence of certain tax-related events, including the imposition of United Kingdom withholding tax on payments in respect of the Notes.

Under current law, the Purchased Receivables will not be subject to any withholding tax imposed by the United Kingdom because the Issuer is a company that is tax resident in the United Kingdom.

**Redemption**

The Notes are subject to the following optional or mandatory redemption events:

- (a) mandatory redemption in whole on the Final Maturity Date, as fully set out in Condition 7.1 (*Redemption and Cancellation - Final Redemption*);
- (b) in respect of the Collateralised Notes only, mandatory redemption in part on any Payment Date commencing on the first Payment Date following the termination of the Revolving Period subject to availability of Available Principal Receipts on the basis of the sequential pass through of available funds, as fully set out in Condition 7.4 (*Redemption and Cancellation - Mandatory Redemption in Part*);
- (c) mandatory redemption in part of the Class X Notes on any Payment Date prior to the service of an Enforcement Notice in an amount, up to the Principal Amount Outstanding of the Class X Notes, equal to the Available Revenue Receipts available for such purpose in accordance with the Pre-Enforcement Interest Priority of Payments, as fully set out in Condition 7.4 (*Redemption and Cancellation - Mandatory Redemption in Part*);
- (d) mandatory redemption in whole pursuant to a Portfolio Purchase, as fully set out in Condition 7.5 (*Redemption and Cancellation - Mandatory Redemption in full pursuant to a Portfolio Purchase*);
- (e) optional redemption exercisable by the Issuer (or in certain circumstances the Portfolio Option Holder) in whole (but not in part) when the Aggregate Principal Balance is less than 10% of the Aggregate Initial Cut-Off Date Principal Balance of the Purchased Receivables, as fully set out in Condition 7.3 (*Redemption and Cancellation - Optional Redemption in Whole*); and
- (f) optional redemption exercisable by the Issuer (or in certain circumstances the Portfolio Option Holder) in whole (but not in part) for tax reasons, as fully set out in Condition 7.3 (*Redemption and Cancellation - Optional Redemption in Whole*).

Subject to the Issuer having sufficient funds available for this purpose, any Note redeemed pursuant to the above redemption provisions will be redeemed at an amount equal to the Principal Amount Outstanding of the relevant Note to be redeemed together with accrued (and unpaid) interest on the Principal Amount Outstanding of the relevant Note up to (but excluding) the date of redemption.

**Enforcement Events**

As fully set out in Condition 10 (*Enforcement Events*) and Residual Certificates Condition 9 (*Enforcement Event*), means any of the following events:

- (a) Non-payment: the Issuer fails to pay any amount of principal or interest (other than any interest which falls to be deferred pursuant to Condition 6.2 (*Interest - Payment Dates and Interest Periods*)) in respect of the Notes or any amount in respect of the Residual Certificates, within fourteen Business Days (in respect of any payment of

interest due in respect of the Notes) or seven Business Days (in respect of any payment of principal due in respect of the Notes) or fourteen Business Days (in respect of any amount due in respect of the Residual Certificates) in each case after the due date for payment thereof; or

- (b) Breach of other obligations: the Issuer defaults in the performance or observance of any other obligation, condition, provision, representation or warranty binding upon or made by it under or in respect of the Notes, the Conditions, the Residual Certificates, these Residual Certificates Conditions or any Transaction Document (other than any obligation whose breach would give rise to the Enforcement Event provided for in Condition 10.1(i) (*Enforcement Events*) or Residual Certificates Condition 9.1(i) (*Enforcement Events*)) and such default (A) is, in the opinion of the Trustee, incapable of remedy or (B) is, in the opinion of the Trustee, capable of remedy but remains unremedied for 30 days or such longer period as the Trustee may agree after the Trustee has given written notice thereof to the Issuer; or
- (c) Insolvency: an Insolvency Event occurs with respect to the Issuer; or
- (d) Unlawfulness: it is or will become unlawful for the Issuer to perform or comply with any of its obligations under or in respect of the Notes, the Conditions, the Trust Deed, the Residual Certificates, the Residual Certificates Conditions or any other Transaction Document,

provided that in the case of the occurrence of any of the events mentioned in paragraph (b) above, the Trustee shall have certified in writing that the happening of such event is in its opinion materially prejudicial to the interests of the Most Senior Class of Notes Outstanding or, where there are no Notes outstanding, the Residual Certificateholders.

Insolvency Events include, among other things, situations where:

- (a) the Issuer is or becomes or is declared to be insolvent or unable to pay its debts or suspends or threatens to suspend making payments (whether of principal or interest) with respect to all or any class of its debts;
- (b) the value of the assets of the Issuer is less than the amount of its liabilities, taking into account its contingent and prospective liabilities;
- (c) a moratorium is declared in respect of any indebtedness of the Issuer; and
- (d) the commencement of negotiations with one or more creditors of the Issuer with a view to a general readjustment, rescheduling or deferral of any indebtedness of such company or proposal to commence such negotiations.

## Enforcement

If an Enforcement Event has occurred and is continuing, the Trustee may, and shall, if so requested (i) in writing by the holders of at least 25% of the Principal Amount Outstanding of the Most Senior Class of Notes Outstanding; or (ii) by an Extraordinary Resolution of the Noteholders of the Most Senior Class of Notes Outstanding; or (iii) if the Notes have been redeemed in full, in writing by the holders of at least 25% of the Residual Certificates (but only if it has been indemnified and/or secured and/or prefunded to its satisfaction) deliver an Enforcement Notice and institute such proceedings as may be required in order to enforce the Issuer Security.

## Limited Recourse

The Notes are limited recourse obligations of the Issuer, and, if not repaid in full, amounts outstanding are subject to a final write-off, which is described in more detail in Condition 3 (*Status and Ranking of the Notes*) and Condition 10.5 (*Limited Recourse*).

The Residual Certificateholders are only entitled to funds which are available to the Issuer in accordance with the applicable Priority of Payments and therefore the Residual Certificates are limited recourse obligations of the Issuer.

## Non-petition

Only the Trustee shall be entitled to petition or take any other step for the winding up or the administration of the Issuer or for the enforcement of the assets constituting the Issuer Security.



## OVERVIEW OF THE TERMS AND CONDITIONS OF THE NOTES AND RESIDUAL CERTIFICATES

Please see Condition 10.6 (*Limitation on Action*) of the Conditions and Condition 9.6 (*Limitation on Action*) of the Residual Certificate Conditions.

### **Governing Law**

The laws of England and Wales.

RIGHTS OF NOTEHOLDERS AND RESIDUAL CERTIFICATEHOLDERS  
AND RELATIONSHIP WITH OTHER TRANSACTION CREDITORS

**RIGHTS OF NOTEHOLDERS AND RESIDUAL CERTIFICATEHOLDERS  
AND RELATIONSHIP WITH OTHER TRANSACTION CREDITORS**

*Please refer to section entitled "Terms and Conditions of the Notes" and "Terms and Conditions of the Residual Certificates" for further detail in respect of the rights of Noteholders, rights of the Residual Certificateholders Conditions for exercising such rights and relationship with other Transaction Creditors.*

**Prior to an Enforcement Event** Noteholders holding no less than 10% of the aggregate Principal Amount Outstanding of the Notes of the relevant Class or Classes then Outstanding or, as applicable, Residual Certificateholders holding not less than 10% of the number of Residual Certificates then in issue are entitled to convene a meeting of such Class or Classes. Noteholders and Residual Certificateholders can also participate in a meeting convened by the Issuer or Trustee to consider any matter affecting their interests.

**Following an Enforcement Event** If an Enforcement Event occurs and is continuing, the holders of at least 25% of the Principal Amount Outstanding of the Most Senior Class of Notes Outstanding (or, provided that if the Notes have been redeemed in full, the holders of not less than 25% in number of the Residual Certificates) may by written notice or Extraordinary Resolution, direct the Trustee to give an Enforcement Notice to the Issuer pursuant to which (in the case of an Extraordinary Resolution of the Most Senior Class of Notes Outstanding) each Class of Notes shall become immediately due and repayable at their respective Principal Amount Outstanding together with any accrued interest, or (in the case of an Extraordinary Resolution of the Residual Certificates) that all Residual Payments pursuant to the Residual Certificates are immediately due and payable, as applicable, in each case subject to the Trustee being indemnified and/or secured and/or prefunded to its satisfaction.

The Trustee will not be required to comply with any request or direction from the holders of the Residual Certificates (whether pursuant to Residual Certificates Condition 9 (*Enforcement Event*) or 10 (*Enforcement*)) if the Issuer shall have certified in writing to the Trustee (upon which certificate the Trustee may rely without any duty or obligation to investigate or verify if the same is correct) that no further amounts are payable to the holders of the Residual Certificates in accordance with Residual Certificates Condition 6.7 (*Residual Payments*).

**Noteholders and Residual Certificateholders Meeting provisions**

	Initial meeting	Adjourned meeting
Notice period:	21 clear days	Not less than ten clear days
Quorum for ordinary resolutions:	One or more persons holding or representing at least 25% of the aggregate Principal Amount Outstanding of the relevant Class then Outstanding for the initial meeting or, in the case of Residual Certificates one or more persons present and representing in aggregate not less than 25% of the Residual Certificates.	At an adjourned meeting, one or more persons holding or representing whatever percentage of the aggregate Principal Amount Outstanding of the Notes of the relevant Class then Outstanding or, in the case of Residual Certificates one or more persons present and representing Residual Certificateholders, whatever the percentage of the Residual Certificates then represented by such person.
Quorum for Extraordinary Resolutions:	One or more persons holding or representing greater than 50% of the aggregate Principal Amount Outstanding of aggregate the relevant Class then	At an adjourned meeting, one or more persons holding or representing whatever percentage of the aggregate Principal Amount Outstanding of the Notes of

RIGHTS OF NOTEHOLDERS AND RESIDUAL CERTIFICATEHOLDERS  
AND RELATIONSHIP WITH OTHER TRANSACTION CREDITORS

<p>Outstanding for the initial meeting or, in the case of Residual Certificates one or more persons present and representing in aggregate greater than 50% of the Residual Certificates, (other than a Basic Terms Modification (which must be proposed separately to each Class of Noteholders and Residual Certificateholders), which requires one or more persons holding or representing in aggregate at least 75% of the aggregate Principal Amount Outstanding of the relevant Class or Classes of Notes then Outstanding or, in the case of Residual Certificates one or more persons present and representing in aggregate at least 75% of the Residual Certificates).</p>	<p>the relevant Class then Outstanding or, in the case of Residual Certificates one or more persons present and representing Residual Certificateholders, whatever the percentage of the Residual Certificates represented by such person (other than a Basic Terms Modification (which must be proposed separately to each Class of Noteholders and Residual Certificateholders), which requires one or more persons holding or representing not less than 33.33% of the aggregate Principal Amount Outstanding of the relevant Class or Classes of Notes then Outstanding or, in the case of Residual Certificates one or more persons present and representing in aggregate not less than 33.33% of the Residual Certificates).</p>
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<p>Required majority for ordinary resolutions:</p>	<p>for Not less than 50.1% of the persons voting at the meeting upon a show of hands or, if a poll is demanded, not less than 50.1% of the votes cast on such poll.</p>	<p>Not less than 50.1% of the persons voting at the meeting upon a show of hands or, if a poll is demanded, not less than 50.1% of the votes cast on such poll.</p>
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<p>Required majority for Extraordinary Resolutions:</p>	<p>for Not less than 75% of the persons voting at the meeting upon a show of hands or, if a poll is demanded, not less than 75% of the votes cast on such poll.</p>	<p>Not less than 75% of the persons voting at the meeting upon a show of hands or, if a poll is demanded, not less than 75% of the votes cast on such poll.</p>
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<p>Written Resolution:</p>	<p>All Noteholders of the relevant Class (or all Residual Certificateholders) who for the time being are entitled to receive notice of a meeting. A written resolution has the same effect as an ordinary resolution or an Extraordinary Resolution (as applicable).</p>	
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**Matters requiring Extraordinary Resolution**

Broadly speaking, an Extraordinary Resolution has the power to approve the following matters:

- (a) a Basic Terms Modification;
- (b) a modification of the Transaction Documents that is subject to approval at a meeting of Noteholders or Residual Certificateholders; and/or
- (c) a change of Trustee.

## RIGHTS OF NOTEHOLDERS AND RESIDUAL CERTIFICATEHOLDERS AND RELATIONSHIP WITH OTHER TRANSACTION CREDITORS

### **Basic Terms Modification:**

Broadly speaking, any amendment to the following matters would be a Basic Terms Modification which requires an Extraordinary Resolution of each Class of Notes and Residual Certificates:

- (a) changing any date fixed for payment of principal or interest (including any premium) in respect of the relevant Class of Notes (other than any Benchmark Rate Modification (as defined in Condition 16.14) (*Benchmark Rate Modification*));
- (b) a modification which would have the effect of changing any day for payment of interest or any other distributions (as the case may be) in respect of such Notes (other than any Benchmark Rate Modification (as defined in Condition 16.14) (*Benchmark Rate Modification*));
- (c) changing the amount of principal or any other distributions (as the case may be) payable in respect of such Notes or the method of calculating the amounts payable in respect of the Residual Certificates (other than any Benchmark Rate Modification (as defined in Condition 16.14) (*Benchmark Rate Modification*));
- (d) the alteration of the Class A Notes Interest Rate, the Class B Notes Interest Rate, the Class C Notes Interest Rate, the Class D Notes Interest Rate, the Class E Notes Interest Rate, the Class F Notes Interest Rate or the Class X Notes Interest Rate (other than any Benchmark Rate Modification (as defined in Condition 16.14) (*Benchmark Rate Modification*));
- (e) the alteration of the majority or quorum required to pass an Extraordinary Resolution;
- (f) the alteration of the currency of payment of any such Notes; or
- (g) any alteration of the definition of Basic Terms Modification.

### **Relationship between Classes of Noteholders and Residual Certificateholders**

Subject to the provisions governing a Basic Terms Modification, a resolution of Noteholders of the Most Senior Class of Notes Outstanding shall be binding on all other Classes of Notes and Residual Certificates and would override any resolutions to the contrary by them.

A Basic Terms Modification requires an Extraordinary Resolution of each Class of Notes and Residual Certificates then Outstanding.

An Extraordinary Resolution of any Class of Noteholders or Residual Certificateholders in relation to a Basic Terms Modification shall not be effective unless it is sanctioned by an Extraordinary Resolution of Noteholders of each other Class of Notes and an Extraordinary Resolution of Residual Certificateholders of Residual Certificates.

In addition, the Trustee shall not exercise any powers conferred upon it by Condition 16 (*Modification, Waiver and Substitution*) without the prior written consent of the Interest Rate Swap Counterparty if the proposed amendment would affect the amount, timing or priority of any payments or deliveries due from the Issuer to Interest Rate Swap Counterparty or from the Interest Rate Swap Counterparty to the Issuer.

### **Relationship between Noteholders and Residual Certificateholders and other Transaction Creditors**

So long as any Notes are outstanding and there is a conflict between the interests of the Noteholders, the Residual Certificateholders and the other Transaction Creditors, the Trustee will only take into account the interests of the Noteholders and Residual Certificateholders (and not those of any other Transaction Creditor) in the exercise of its discretion.

### **Provision of Information to the Noteholders and Residual Certificateholders**

Information in respect of the underlying Purchased Receivables will be provided to the investors on an ongoing basis. See the section entitled "*General Information*" for further information.

The Cash Manager will further provide an Investor Report on a monthly basis containing information in relation to the Notes, including, but not limited to, ratings of the Notes, amounts paid by the Issuer pursuant to the Priority of Payments in respect of the relevant period and required counterparty information.

RIGHTS OF NOTEHOLDERS AND RESIDUAL CERTIFICATEHOLDERS  
AND RELATIONSHIP WITH OTHER TRANSACTION CREDITORS

**Communication  
Noteholders and  
Certificateholders**

**with  
Residual**

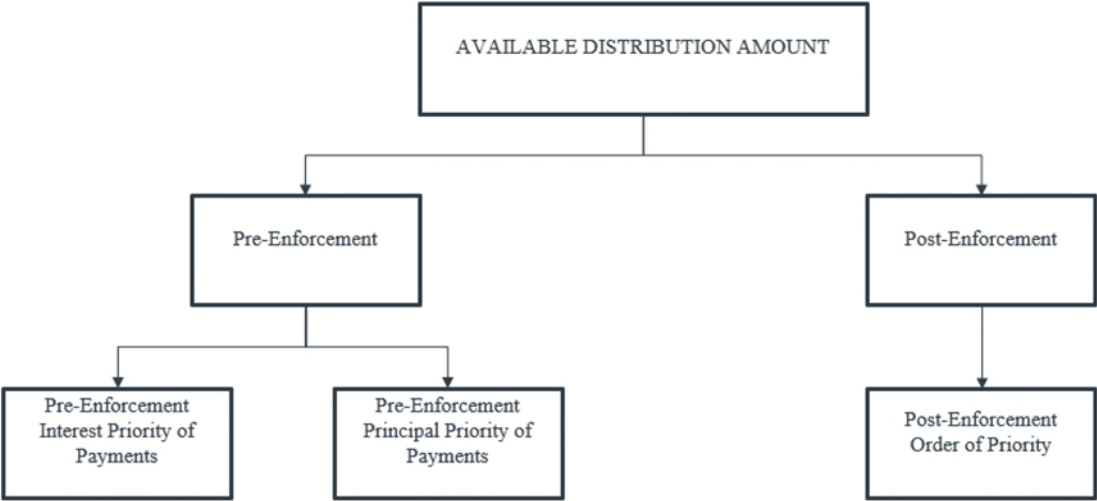
Any notice to be given by the Issuer or Trustee to Noteholders shall be given in the following manner:

- (a) so long as the Notes or Residual Certificates, as applicable, are held in the Clearing Systems, by delivery to the relevant Clearing System for communication by it to Noteholders or Residual Certificateholders, as applicable; and
- (b) so long as the Notes are listed on the a recognised stock exchange, by delivery in accordance with the notice requirements of that exchange.

A copy of each notice given in accordance with Condition 17 (*Notices to Noteholders*) or Residual Certificates Condition 16 (*Notices to Residual Certificateholders*) will be provided to the Rating Agencies, the Interest Rate Swap Counterparty and, for so long as the Notes are listed on Euronext Dublin and the guidelines of Euronext Dublin so require, Euronext Dublin.

CREDIT STRUCTURE AND CASHFLOW

Please refer to the Terms and Conditions of the Notes for further detail in respect of the credit structure and cash flow of the transaction.



**Available Funds  
of the Issuer:**

The Issuer will use the Available Principal Receipts and the Available Revenue Receipts for the purposes of making interest and principal payments under the Notes and the Residual Payments to the Residual Certificateholders and meeting the Issuer's other payment obligations pursuant to the other Transaction Documents.

**"Available Principal Receipts"** means, in respect of a Payment Date (including, for the avoidance of doubt, the Final Maturity Date), the amount calculated on the relevant Calculation Date being the sum of the following amounts:

- (a) in the case of the first Payment Date falling on 20 November 2020, the Principal Receipts received from the Initial Cut-Off Date until 31 October 2020 (inclusive) and, for all subsequent Payment Dates, the Principal Receipts received for the immediately preceding Monthly Period (in each case, excluding any Reconciliation Amounts to be applied as Available Revenue Receipts on that Payment Date);
- (b) the amount, if any, to be credited to the Principal Deficiency Ledger pursuant to items (j), (m), (o), (q), (s) and (u) of the Pre-Enforcement Interest Priority of Payments on the relevant Payment Date;
- (c) in the case of the first Payment Date falling on 20 November 2020, the amounts standing to the credit of the Issuer Account which represent the excess of the net proceeds of the issue of the Collateralised Notes over the Initial Purchase Price;
- (d) on each Payment Date following a Determination Period, any Reconciliation Amounts deemed to be Available Principal Receipts in accordance with the Cash Management Agreement;
- (e) any amount standing to the credit of the Replenishment Ledger;
- (f) any Principal Receipts (other than those Principal Receipts referred to in (a) above) that have not been applied on the immediately preceding Payment Date;
- (g) the Portfolio Option Purchase Price received by the Issuer upon sale of the Receivables comprising the Portfolio further to exercise of the Portfolio Option that is to be applied as Available Principal Receipts pursuant to the terms of the Deed Poll; and
- (h) on the Collateralised Notes Redemption Date, all amounts standing to the credit of the Cash Reserve Account (after first having applied the Cash Reserve Account Release Amount in meeting any Transaction Costs Deficit or (on or prior to the Class B Redemption Date) any Class A and Class B Revenue Deficit (as applicable) against the relevant item in the Pre-Enforcement Interest Priority of Payments in the order that they appear in the Pre-Enforcement Interest Priority of Payments and debiting such amounts from the Cash Reserve Account, on such Collateralised Notes Redemption Date).

**"Available Revenue Receipts"** in respect of a Payment Date (including, for the avoidance of doubt, the Final Maturity Date), means the amount calculated on the relevant Calculation Date being the sum of the following amounts:

- (a) in the case of the first Payment Date falling on 20 November 2020, the Revenue Receipts received from the Initial Cut-Off Date until 31 October 2020 (inclusive) and, for all subsequent Payment Dates, the Revenue Receipts received for the immediately preceding Monthly Period, or, if a Determination Period, Calculated Revenue Receipts, in each case, excluding an amount equal to any Reconciliation Amounts to be applied as Available Principal Receipts on that Payment Date;
- (b) interest payable to the Issuer on the Issuer Account (other than the Swap Collateral Cash Account or any Swap Collateral Custody Account) received during the immediately preceding Monthly Period;
- (c) on each Payment Date following a Determination Period, any Reconciliation Amounts deemed to be Available Revenue Receipts in accordance with the Cash Management Agreement;

- (d) on each Payment Date up to (but excluding) the Collateralised Notes Redemption Date, the Cash Reserve Account Excess Amount;
- (e) the Cash Reserve Account Release Amount, provided that this is only available (on or prior to the Class B Redemption Date) for payments of interest on the Class A Notes or the Class B Notes and for payments of items (a) to (h) of the Pre-Enforcement Interest Priority of Payments and is applied against the relevant item in the Pre-Enforcement Interest Priority of Payments in the order that they appear in the Pre-Enforcement Interest Priority of Payments and debiting such amounts from the Cash Reserve Account;
- (f) the aggregate of all Available Principal Receipts (if any) which are applied as Surplus Available Principal Receipts;
- (g) any Revenue Receipts (other than those Revenue Receipts referred to in (a) above) that have not been applied on the immediately preceding Payment Date;
- (h) net investment earnings from Permitted Investments as calculated on the relevant Calculation Date;
- (i) the Swap Receipts (if any) to be received by the Issuer from the Interest Rate Swap Counterparty under the Swap Agreement;
- (j) in the case of the first Payment Date falling on 20 November 2020, any VAT Adjustment Amounts received from the Initial Cut-Off Date until 31 October 2020 (inclusive) and, for all subsequent Payment Dates, any VAT Adjustment Amount received for the immediately preceding Monthly Period;
- (k) the Portfolio Option Purchase Price received by the Issuer upon sale of the Receivables comprising the Portfolio further to exercise of the Portfolio Option that is to be applied as Available Revenue Receipts pursuant to the terms of the Deed Poll; and
- (l) any Principal Addition Amounts, provided that this is only available for meeting any Senior Expenses Deficit which subsists after the application of the Cash Reserve Account Release Amount,

but, for the avoidance of doubt, excluding any Issuer Retained Profit retained by the Issuer on any previous Payment Dates and any amounts which have been applied as Permitted Withdrawals by the Issuer during the preceding Monthly Period (without double counting any amounts excluded from the definition of Revenue Receipts).

#### **Revolving Period**

The Revolving Period commences on the Closing Date and ends on (and, in the case of (a), includes, but otherwise excludes) the first to occur of (a) the Payment Date falling in July 2021; and (b) the date on which a Revolving Period Termination Event occurs. No principal will be paid on the Collateralised Notes during the Revolving Period.

During the Revolving Period, Available Principal Receipts may be used to purchase Further Purchased Receivables in accordance with the Pre-Enforcement Principal Priority of Payments. If such amounts are not applied to purchase Further Purchased Receivables on the relevant Payment Date, then they will be credited to the Issuer Account and recorded on the Replenishment Ledger to be used to purchase Further Purchased Receivables on the immediately following Payment Date.

#### **Revolving Period Termination Event**

The occurrence of any of the following shall constitute a Revolving Period Termination Event:

- (a) the occurrence of an Event of Default or Termination Event under the Swap Agreement (in each case as defined in the Swap Agreement);
- (b) the occurrence of an Enforcement Event which is continuing;
- (c) on any Calculation Date, the Delinquency Ratio exceeds 2.5%;
- (d) on any Calculation Date, the Cumulative Net Loss Ratio exceeds 2.5%;



- (e) on any Payment Date, the Cash Reserve Account is not funded up to the Specified Cash Reserve Account Required Balance;
- (f) the occurrence of any of the events specified in the definition of Notification Event;
- (g) on any two consecutive Payment Dates, the balance of the Replenishment Ledger as at the Calculation Date immediately preceding the relevant Payment Date is greater than 10% of the Aggregate Initial Cut-Off Date Principal Balance; or
- (h) an amount is recorded as a debit on the Principal Deficiency Ledger as at the Calculation Date immediately preceding the relevant Payment Date and the Principal Deficiency Ledger remains in debit after the application of Available Revenue Receipts in accordance with the relevant Priority of Payments on the Payment Date immediately following such Payment Date.

**Summary  
Priority  
Payments**

**of  
of**

Below is a summary of the relevant payment priorities.

Full details of the Pre-Enforcement Orders of Priority are set out in Condition 8.8 (*Pre- Enforcement Order of Priority*).

Full details of the Post-Enforcement Order of Priority are set out in Condition 11.3 (*Post-Enforcement Order of Priority*).

Pre-Enforcement Interest Priority of Payments:	Pre-Enforcement Principal Priority of Payments:	Post-Enforcement Order of Priority:
a) Taxes payable by the Issuer	a) Principal Addition Amounts to be applied to meet any Senior Expenses Deficit	a) Receiver and Trustee fees
b) Trustee fees	b) Prior to the end of the Revolving Period, to pay any Further Purchase Price in respect of any Further Purchase Date	b) Payments to other Transaction Parties and Administrator Recovery Incentive.
c) Payments to other Transaction Parties, Rating Agencies and Administrator Recovery Incentive	c) Prior to the end of the Revolving Period, to the extent not used under (b) above, all remaining Available Principal Receipts to Replenishment Ledger	c) Payments to Rating Agencies and ICSDs
d) Payments to ICSDs	d) After the end of the Revolving Period, Class A Principal Payment Amount	d) Other Issuer administration costs and expenses
e) Other Issuer administration costs and expenses	e) After the end of the Revolving Period, Class B Principal Payment Amount	e) Payments then payable to Interest Rate Swap Counterparty other than Subordinated Termination Payments

f)	Fees of the custodian of any Swap Collateral Custody Account	f)	After the end of the Revolving Period, Class C Principal Payment Amount	f)	Interest and Principal Amount Outstanding of Class A Notes
g)	Payments then payable to Interest Rate Swap Counterparty other than Subordinated Termination Payments	g)	After the end of the Revolving Period, Class D Principal Payment Amount	g)	Interest and Principal Amount Outstanding of Class B Notes
h)	Issuer Retained Profit	h)	After the end of the Revolving Period, Class E Principal Payment Amount	h)	Interest and Principal Amount Outstanding of Class C Notes
i)	Class A interest	i)	After the end of the Revolving Period, Class F Principal Payment Amount	i)	Interest and Principal Amount Outstanding of Class D Notes
j)	An amount sufficient to clear any debit on the Class A Principal Deficiency Sub-Ledger	j)	Applied as Available Revenue Receipts	j)	Interest and Principal Amount Outstanding of Class E Notes
k)	Class B interest			k)	Interest and Principal Amount Outstanding of Class F Notes
l)	Prior to and excluding the Collateralised Notes Redemption Date, the Cash Reserve Account until the balance of the Cash Reserve Account is equal to the Specified Cash Reserve Account Required Balance			l)	Interest and Principal Amount Outstanding of Class X Notes
m)	An amount sufficient to clear any debit on the Class B Principal Deficiency Sub-Ledger			m)	Interest Rate Swap Counterparty's Subordinated Termination Payments
n)	Class C interest			n)	Issuer Retained Profit
o)	An amount sufficient to clear any debit on the Class C Principal Deficiency Sub-Ledger			o)	Residual Payments
p)	Class D interest				
q)	An amount sufficient to clear any debit on the Class D Principal Deficiency Sub-Ledger				
r)	Class E interest				

s)	An amount sufficient to clear any debit on the Class E Principal Deficiency Sub-Ledger		
t)	Class F interest		
u)	An amount sufficient to clear any debit on the Class F Principal Deficiency Sub-Ledger		
v)	Interest Rate Swap Counterparty's Subordinated Termination Payments		
w)	Class X Interest		
x)	Class X Principal Payment Amount		
y)	Residual Payments		

**Payments  
excluded from the  
Priority of  
Payments:**

All Swap Collateral, all income, interest and distributions thereon and all proceeds of redemption or liquidation thereof, all Tax Credits (as defined in the Swap Agreement) received by the Issuer on account of payments by the Interest Rate Swap Counterparty and all Replacement Swap Premium received from a Replacement Swap Counterparty (collectively, "**Excluded Amounts**") shall not be applied in accordance with the Priority of Payments.

**General Credit  
Structure**

The general credit structure of the transaction includes, broadly speaking, the following elements:

**Credit and Liquidity Support:**

1. Availability of the Initial Cash Reserve Amount in the Cash Reserve Account, which will amortise subject to a minimum of £2,918,770. The monies in the Cash Reserve Account may be used by the Issuer to cover (on or prior to the Class B Redemption Date) any Transaction Costs Deficit and any Class A and Class B Revenue Deficit and (after the Class B Redemption Date) any Transaction Costs Deficit, subject to certain limitations as described in the Condition 8.9 (*Senior Expenses Deficit*).

"**Specified Cash Reserve Account Required Balance**" means an amount determined:

- (a) on the Closing Date, as being equal to 1.0% of the aggregate Principal Amount Outstanding of the Class A Notes and the Class B Notes on the Closing Date; or
- (b) on a Payment Date, being equal to either:
  - (i) on each Calculation Date prior to the Calculation Date immediately prior to the Collateralised Notes Redemption Date, 1.0% of the aggregate Principal Amount Outstanding of the Class A Notes and the Class B Notes prior to the application of the Available Principal Receipts on such Payment Date, subject to a minimum of £2,918,770; or
  - (ii) on the earlier of (x) the Calculation Date immediately preceding the Collateralised Notes Redemption Date, or (y) the Calculation Date immediately preceding the Final Maturity Date, zero.

The Cash Reserve Amount standing to the credit of the Cash Reserve Account will be applied (on or prior to the Class B Redemption Date) to meet any Transaction Costs Deficit and any Class A and Class B Revenue Deficit and (after the Class B Redemption Date) any Transaction Costs Deficit on each Payment Date. See further Condition 8.9 (*Senior Expenses Deficit*) of the Conditions.

Following service of an Enforcement Notice, any amounts standing to the credit of the Cash Reserve Account shall be applied in accordance with the Post-Enforcement Order of Priority.

2. Junior Classes of Notes will be subordinated to more senior Classes of Notes, thereby ensuring that available funds are applied to the Most Senior Class of Notes Outstanding in priority to more junior Classes of Notes provided that, as principal on the Class X Notes is repaid through the Pre-Enforcement Interest Priority of Payments, the Class X Notes may be redeemed prior to more senior Classes of Notes.
3. The Principal Deficiency Ledger will comprise of six sub-ledgers, known as the Class A Principal Deficiency Sub-Ledger, Class B Principal Deficiency Sub-Ledger, Class C Principal Deficiency Sub-Ledger, Class D Principal Deficiency Sub-Ledger, Class E Principal Deficiency Sub-Ledger and Class F Principal Deficiency Sub-Ledger, which will be established to record as a debit the Gross Loss and/or any Principal Addition Amounts and as a credit the use of any Available Revenue Receipts in accordance with the Pre-Enforcement Interest Priority of Payments.

Pursuant to item (a) of the Pre-Enforcement Principal Priority of Payments, to the extent that, after application of the Available Revenue Receipts in accordance with the Pre-Enforcement Interest Priority of Payments and the use of any Cash Reserve Account Release Amount to meet any Class A and Class B Revenue Deficit or Transaction Costs Deficit against the relevant items in the Pre-Enforcement Interest Priority of Payments, there is a Senior Expenses Deficit, the Issuer shall apply an amount of Available Principal Receipts as Principal Addition Amounts to meet any Senior Expenses Deficit (subject to the limitations set out in Condition 8.9 (*Senior Expenses Deficit*) of the Conditions), against the relevant items in the Pre-Enforcement Interest Priority of Payments in such order of priority as such items appear in the Pre-Enforcement Interest Priority of Payments. Any Available Principal Receipts applied as Principal Addition Amounts will be recorded as a debit to the Principal Deficiency Ledger.

Available Revenue Receipts will be credited to the Principal Deficiency Ledger to correct any Gross Losses and/or Principal Addition Amounts recorded.

See the Terms and Conditions of the Notes.

#### **Hedging:**

Availability of an interest rate swap provided by the Interest Rate Swap Counterparty to hedge against the possible variance between the fixed interest rates payable in respect of the Purchased Receivables and the SONIA interest rates payable in respect of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class X Notes. See the section entitled "*Summary of the Principal Transaction Documents - Swap Agreement*".

#### **Bank Accounts and Cash Management**

The Collections are received by the Seller in the Collection Account. Interest and principal payments are received throughout the month with a certain concentration on the first day of the month.

The Seller has executed a Collection Account Declaration of Trust pursuant to which the Seller agreed to declare a trust over and hold on trust all amounts standing to the credit of the Collection Account (the "**Collection Account Trust Property**") on trust for inter alios the Issuer, certain other beneficiaries that have acquired portfolios of receivables from the Seller from time to time (such as a special purpose vehicle used for private warehousing purposes) and itself absolutely (the "**Collection Account Declaration of Trust**"). The Seller shall hold upon trust the Collection Account Trust Property in the following proportions:

- (a) the Issuer share of each Collection Account Declaration of Trust shall be an amount equal to amounts from time to time standing to the credit of each Collection Account to the extent that

such amounts represent payments into the relevant Collection Account derived from or resulting from the Purchased Receivables comprised in the Portfolio (but excluding any interest arising in respect of amounts standing to the credit of the relevant Collection Account) (the "**Issuer Share**"); and

- (b) from time to time, further beneficiaries may accede to the terms of the Collection Account Declaration of Trust where they have acquired a portfolio of loans from the Seller (each a "**Collection Account Beneficiary**").

Each Collection Account Beneficiary's share of the Collection Account Declaration of Trust shall be an amount equal to amounts from time to time standing to the credit of each Collection Account to the extent that such amounts represent payments into the relevant Collection Account derived from or resulting from the receivables purchased by such Collection Account Beneficiary (but excluding any interest arising in respect of amounts standing to the credit of the relevant Collection Account) (the "**Collection Account Beneficiary Share**"); and the Seller share of the Collection Account Declaration of Trust shall be an amount equal to all amounts from time to time standing to the credit of each Collection Account to the extent such amounts represent amounts other than the Issuer Share or Collection Account Beneficiary Share (the "**Seller Share**"). The Seller has agreed that the Issuer Share will be distributed to the Issuer in accordance with the terms of each Collection Account Declaration of Trust and acknowledges and agrees that the Seller Share and Collection Account Beneficiary Shares shall be distributed to the other beneficiaries of each Collection Account Declaration of Trust.

Weekly, at the close of each Transfer Date, the Servicer will transfer the Collections received in the Collection Account to the Issuer Account. On each Payment Date, monies in the Issuer Account will be applied by the Cash Manager in accordance with the relevant Priority of Payments.

The Servicer is also required to submit to the Issuer, the Trustee and the Cash Manager a monthly report (the "**Servicing Report**") on the tenth day of each calendar month (or if this is not a Business Day, on the next succeeding Business Day (being a day on which commercial banks are open in London and Johannesburg)) following the provision of the first Servicing Report on 10 November 2020 (the "**Servicing Report Performance Date**") on certain matters relating to the Purchased Receivables for the period from the last date covered by the previous Servicing Report.

Pursuant to the Cash Management Agreement, the Cash Manager will agree to provide the Issuer, the Trustee, the Seller, the Paying Agent, the Interest Rate Swap Counterparty, the Servicer and the Rating Agencies with a monthly investor report setting out certain aggregated loan data in respect of the Portfolio by no later than two Business Days prior to each Payment Date on the basis of information contained in the Servicing Report. The Seller will procure the publication of such investor report, on the website of Aldermore Group (<https://www.investors.aldermore.co.uk/bond-investors/>) and the website of European DataWarehouse (<https://editor.eurodw.eu/home/index>) (or any other securitisation repository registered under Article 10 of the Securitisation Regulation, or, in the absence of a securitisation repository any website from time to time provided that such replacement or additional website conforms to the requirements set out in Article 7(2) of the Securitisation Regulation) (the "**Investor Report**").

The Cash Manager, on the instructions of the Issuer, will invest amounts standing to the credit of the Issuer Account and the Cash Reserve Account from time to time in Permitted Investments. The Cash Manager shall invest such amounts at the direction of the Servicer (acting on behalf of the Issuer). Net investment earnings from deposits in the Issuer Account and the Cash Reserve Account and Permitted Investments related thereto will belong to the Issuer.

#### Summary of certain hedging terms

The Swap Agreement entered into on 1 October 2020 has the following commercial terms:

Initial notional amount: GBP £583,754,048

Issuer fixed payment rate: -0.0065% per annum

Interest Rate Swap Counterparty floating rate payment: Compounded Daily SONIA.

Frequency of payment: monthly, on each Payment Date.

On each Further Purchase Date, a further interest rate swap transaction may be entered into which will have a different notional amount and issuer fixed payment rate. See further "*Summary of the Principal Transaction Documents – Swap Agreement*".

## TRIGGERS TABLES

## RATING TRIGGERS TABLE

Transaction Party	Required Ratings/Triggers	Possible effects of Trigger being breached include the following
Interest Rate Swap Counterparty (or any successor thereto or guarantor thereof):	<p>The Required Rating or the Second Required Rating (as applicable).</p> <p><b>"Required Rating"</b> means, with respect to Moody's, the long-term unsecured and unsubordinated debt or counterparty obligations must be rated at least "A3" by Moody's or, with respect to S&amp;P, the Initial S&amp;P Global Required Rating.</p> <p><b>"Second Required Rating"</b> means, with respect to Moody's, the long-term unsecured and unsubordinated debt or counterparty obligations must be rated at least "Baa1" by Moody's or, with respect to S&amp;P, the Subsequent S&amp;P Global Required Rating.</p> <p><b>"S&amp;P Global Framework"</b> means, on any date, the framework which applies to the terms of the Swap Agreement and which may be either S&amp;P Global Strong or S&amp;P Global Adequate (each a <b>"S&amp;P Global Framework"</b>) as the case may be (or any other applicable framework which may be published by S&amp;P from time to time).</p> <p>The consequences of the relevant required rating being breached are set out in more detail in <i>"Summary of Principal Transaction Documents - Swap Agreement"</i>.</p> <p><b>S&amp;P Global rating requirements</b></p> <p>The S&amp;P Global "Counterparty Risk Framework Methodology and Assumptions" (published on 8 March 2019) permits four different frameworks for selecting applicable ratings triggers (as defined above), and the contractual requirements that should apply on the occurrence of breach of the relevant ratings trigger by the Interest Rate Swap Counterparty. Subject to certain conditions specified in the Swap Agreement, the Interest Rate Swap Counterparty has elected as of the Closing Date S&amp;P Global Adequate as the applicable S&amp;P Global Framework and may elect to change the applicable S&amp;P Global Framework by written notice to S&amp;P Global, the Issuer and the Trustee.</p> <p>The S&amp;P Global required ratings depend on both the rating of the highest rated class of Rated Notes rated by S&amp;P Global at the relevant time (the <b>"S&amp;P Global Relevant Notes"</b>) and which S&amp;P Global framework applies at the relevant time.</p> <p>The Interest Rate Swap Counterparty will have at least the <b>Initial S&amp;P Global Required Rating</b> and the <b>Subsequent S&amp;P Global Required Rating</b> in respect of the relevant S&amp;P Global Relevant Notes if either the issuer credit rating or the resolution counterparty rating assigned</p>	<p>Collateral posting</p> <p>Guarantee of Interest Rate Swap Counterparty's obligations</p> <p>Replacement of Interest Rate Swap Counterparty</p>

**Transaction Party****Required Ratings/Triggers**

**Possible effects of Trigger being breached include the following**

by S&P Global to the Interest Rate Swap Counterparty in respect of the relevant S&P Global Relevant Notes is at least as high as the relevant rating (depending on the then current rating assigned by S&P Global to the S&P Global Relevant Notes and the then applicable S&P Global framework) specified in the table below under the column "Initial S&P Global Rating" or "Subsequent S&P Global Rating", as applicable.

Rating of the S&P Global Relevant Notes	S&P Global Strong		S&P Global Adequate		S&P Global Moderate		S&P Global Weak	
	Initial S&P Global Rating	Subsequent S&P Global Rating	Initial S&P Global Rating	Subsequent S&P Global Rating	Initial S&P Global Rating	Subsequent S&P Global Rating	Initial S&P Global Rating	Subsequent S&P Global Rating
AAA	A-	BBB+	A-	A-	A	A	NA	A+
AA+	A-	BBB+	A-	A-	A-	A-	NA	A+
AA	A-	BBB	BBB+	BBB+	A-	A-	NA	A
AA-	A-	BBB	BBB+	BBB+	BBB+	BBB+	NA	A-
A+	A-	BBB-	BBB	BBB	BBB+	BBB+	NA	A-
A	A-	BBB-	BBB	BBB	BBB	BBB	NA	BBB+
A-	A-	BBB-	BBB	BBB-	BBB	BBB	NA	BBB+
BBB+	A-	BBB-	BBB	BBB-	BBB	BBB-	NA	BBB
BBB	A-	BBB-	BBB	BBB-	BBB	BBB-	NA	BBB
BBB-	A-	BBB-	BBB	BBB-	BBB	BBB-	NA	BBB-
BB+ and below	A-	At least as high as 3 notches below the S&P Global	BBB	At least as high as 2 notches below the S&P	BBB	At least as high as 1 notch below the S&P Global	NA	At least as high as the S&P Global



## Transaction Party

## Required Ratings/Triggers

## Possible effects of Trigger being breached include the following

		Relevant Notes rating		Global Relevant Notes rating		Relevant Notes rating		Relevant Notes rating
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Failure by the Interest Rate Swap Counterparty or an applicable guarantor to have the Initial S&P Global Required Rating where S&P Global Strong or S&P Global Adequate applies shall give rise to an **Initial S&P Global Rating Event**.

Subject to the terms of the Swap Agreement if an Initial S&P Global Rating Event occurs, the Interest Rate Swap Counterparty (a) if the S&P Global Strong or S&P Global Adequate applies, must, at its own cost, post collateral within 10 Business Days (or within 20 Business Days if the Interest Rate Swap Counterparty has received written confirmation from S&P Global that they will not take negative rating action if a proposal by the Interest Rate Swap Counterparty is implemented within 20 Business Days) and may (b) at its own discretion and at its own cost, (i) procure a transfer to an eligible replacement of its obligations under the Swap Agreement or (ii) procure a guarantee from an eligible guarantor in respect of its obligations under the Swap Agreement or (iii) take such other action as required to maintain or restore the rating of the S&P Global Relevant Notes by S&P Global.

The Issuer may terminate the hedging arrangements under the Swap Agreement if the Interest Rate Swap Counterparty fails to provide collateral in respect of the Swap Agreement in the relevant time period.

Failure by the Interest Rate Swap Counterparty, or an applicable guarantor to have the Subsequent S&P Global Required Rating where S&P Global Strong or S&P Global Adequate applies, shall give rise to a **Subsequent S&P Global Rating Event**.

Subject to the terms of the Swap Agreement, if a Subsequent S&P Global Rating Event occurs and irrespective of which S&P Global Framework is applicable at the relevant time, the Interest Rate Swap Counterparty must, at its own cost, use its commercially reasonable efforts to, within 90 calendar days, either (i) procure a transfer to an eligible replacement of its obligations under the Swap Agreement, (ii) procure a guarantee from an eligible

Transaction Party	Required Ratings/Triggers	Possible effects of Trigger being breached include the following
		<p>guarantor in respect of its obligations under the Swap Agreement or (iii) take such other action as required to maintain or restore the rating of the S&amp;P Global Relevant Notes by S&amp;P Global.</p> <p>Where S&amp;P Global Strong or S&amp;P Global Adequate applies, while the above process is ongoing, the Interest Rate Swap Counterparty must, at its own cost, also post collateral within 10 Business Days (or within 20 Business Days if the Interest Rate Swap Counterparty has received written confirmation from S&amp;P Global that they will not take negative rating action if a proposal by the Interest Rate Swap Counterparty is implemented within 20 Business Days).</p> <p>The Issuer may terminate the hedging arrangements under the Swap Agreement if the Interest Rate Swap Counterparty either fails to use its commercially reasonable efforts to take the relevant actions or the relevant time period has expired.</p> <p>Where S&amp;P Global Strong or S&amp;P Global Adequate applies, the Issuer may also terminate the hedging arrangements under the Swap Agreement if the Interest Rate Swap Counterparty fails to provide collateral in respect of the Swap Agreement in the relevant time period.</p>
Account Bank:	(i) in the case of S&P, a short-term, unsecured, unsubordinated and unguaranteed debt rating of at least A-1 by S&P (if a short-term rating is assigned by S&P) and a long-term unsecured, unsubordinated and unguaranteed debt rating of at least A by S&P, or should the Account Bank not benefit from a short-term unsecured, unsubordinated and unguaranteed rating of at least A-1 from S&P, a long-term unsecured, unsubordinated and unguaranteed rating of at least A+ by S&P; and	<p>Replacement of Account Bank</p> <p>Guarantee of Account Bank's obligations</p>

Transaction Party	Required Ratings/Triggers	Possible effects of Trigger being breached include the following
	<p>(ii) in the case of Moody's, a long-term, unsecured, unguaranteed and unsubordinated debt rating of at least A3 by Moody's,</p> <p>or, in each case, such other credit rating which is otherwise acceptable to the relevant Rating Agency.</p> <p>The consequences of the relevant required rating being breached are set out in more detail in "<i>Summary of Principal Transaction Documents - Account Agreement</i>".</p> <p>Remedial action is required to be taken by the Issuer within 45 calendar days of the date on which the Account Bank ceases to have the Minimum Rating.</p>	

## NON-RATING TRIGGERS TABLE

Nature of Trigger	Description of Trigger	Consequence of Trigger
Notification Events	<p>The occurrence of any of the following events:</p> <p><i>Breach by the Seller:</i> the Seller is in breach of its obligations under the Receivables Purchase Agreement, but only if: (i) such breach, where capable of remedy, is not remedied to the reasonable satisfaction of the Issuer within 90 calendar days and (ii) any of S&amp;P and/or Moody's shall have provided confirmation that the then current ratings of the Notes will be withdrawn, downgraded or qualified as a result of such breach, and provided further that: (A) this provision shall only be applicable if the Seller has not delivered a certificate to the Issuer and the Trustee that the occurrence of such event does not impact the designation as a "simple, transparent and standardised" securitisation (within the meaning of the Securitisation Regulation) in respect of the Notes; and (B) this provision shall be subject to such amendment as the Seller may require so long as the Seller delivers a certificate to the Issuer and the Trustee that the amendment of such event does not impact the designation as a "simple, transparent and standardised" securitisation (within the meaning of the Securitisation Regulation) in respect of the Notes;</p> <p><i>Insolvency Event:</i> an Insolvency Event, in respect of the Seller or the Servicer;</p> <p><i>Seller Call:</i> The Seller calling for perfection or transfer of legal title by serving notice in writing to that effect on the Issuer and the Trustee;</p> <p><i>Severe Deterioration Event:</i> Where all or any part of the property, business, undertakings, assets or revenues of the Seller having an aggregate value in excess of 10% of the total assets of the Seller having been attached as a result of any distress, execution or diligence being levied or any encumbrancer taking possession or similar attachment and such attachment having not been lifted within 30 days, unless such event will not materially prejudice the ability of the Seller to observe or perform its obligations under the Transaction Documents or the enforceability or collectability of the Purchased Receivables;</p> <p><i>Illegality:</i> it becomes impossible or unlawful for MNF to continue its business and/or discharge its obligations as contemplated by the Transaction Documents and as a result, in the reasonable opinion of the Trustee, there is, or is likely to be, a Material Adverse Effect on the ability of MNF to perform its obligations under the Transaction Documents or the enforceability, collectability or origination of the Purchased Receivables is or is likely to be materially prejudiced;</p> <p><i>Servicer Replacement Event:</i> unless otherwise agreed by the Trustee, a Servicer Replacement Event.</p>	<p>Obligors will be notified of the sale of the Purchased Receivables to the Issuer and legal title to the Purchase Receivables will be transferred to the Issuer.</p>
Servicer Replacement Events	<p>The occurrence of any of the following:</p> <p>(a) the Servicer fails to pay any amount due under the Servicing Agreement on the due date or on demand, if so payable, or to direct any movement of collections as required under the Servicing Agreement and the other Transaction Documents, and such failure has continued</p>	<p>Termination of appointment of Servicer.</p> <p>Successor servicer to replace Servicer.</p>

Nature of Trigger	Description of Trigger	Consequence of Trigger
	<p>unremedied for a period of seven Business Days after written notice or discovery of such failure by an officer of the Servicer; or</p> <p>(b) the Servicer (i) fails to observe or perform in any material respect any of its covenants and obligations under or pursuant to the Servicing Agreement or any other Transaction Document to which it is a party and such failure results in a material adverse effect on the Issuer's ability to make payments in respect of the Notes and continues unremedied for a period of (x) (in the case where (y) does not apply) 60 days after the earlier of an officer of the Servicer becoming aware of such default and written notice of such failure being received by the Servicer or (y) 150 days if such delay or failure was caused by an event beyond the reasonable control of the Servicer, an act of God or other similar occurrence or (ii) fails to maintain its authorisations and permissions required under the FSMA or any other regulatory licence or approval required under the terms of the Servicing Agreement and such failure continues unremedied for a period of 60 days after the earlier of an officer of the Servicer becoming aware of such default and written notice of such failure being received by the Servicer; or</p> <p>(c) the occurrence of an Insolvency Event in relation to the Servicer.</p>	
Cash Manager Termination Events	<p>The occurrence of any of the following:</p> <p>(a) the Cash Manager fails to direct the Account Bank to make any payment due and payable by it under the Cash Management Agreement and the Accounts Agreement and such default continues unremedied for a period of three Business Days after the earlier of (i) the Cash Manager becoming aware of such default and (ii) receipt by the Cash Manager of written notice by the Issuer or the Trustee (as the case may be) requiring the same to be remedied;</p> <p>(b) non-compliance with covenants or obligations under the Cash Management Agreement which, in the opinion of the Trustee, is materially prejudicial to the interests of the Noteholders and Residual Certificateholders and (except where such default is incapable of remedy, when no such continuation and/or notice as is hereinafter mentioned shall be required) such default continues unremedied for a period of 15 Business Days after the earlier of the Cash Manager becoming aware of such default and receipt by the Cash Manager of written notice from the Issuer or the Trustee (as the case may be) requiring the same to be remedied;</p> <p>(c) the Cash Manager fails to deliver the Investor Report in the form agreed between the Issuer and the Cash Manager;</p> <p>(d) certain insolvency events in respect of the Cash Manager;</p>	Termination of appointment of Cash Manager.

Nature of Trigger	Description of Trigger	Consequence of Trigger
Revolving Period Termination Event	(e) it becomes unlawful for the Cash Manager to perform its obligations; or	Termination of the Revolving Period
	(f) an Enforcement Notice is given by the Trustee and the Trustee determines that termination of the Cash Manager's appointment is necessary to protect the interests of the Noteholders.	
	The occurrence of any of the following:	
	(a) the occurrence of an Event of Default or Termination Event under the Swap Agreement (in each case as defined in the Swap Agreement);	
	(b) the occurrence of an Enforcement Event which is continuing;	
	(c) on any Calculation Date, the Delinquency Ratio exceeds 2.5%;	
	(d) on any Calculation Date, the Cumulative Net Loss Ratio exceeds 2.5%;	
	(e) on any Payment Date, the Cash Reserve Account is not funded up to the Specified Cash Reserve Account Required Balance;	
	(f) the occurrence of any of the events specified in the definition of 'Notification Event';	
	(g) on any two consecutive Payment Dates, the balance of the Replenishment Ledger as at the Calculation Date immediately preceding the relevant Payment Date is greater than 10 per cent of the Aggregate Initial Cut-Off Date Principal Balance; or	
	(h) an amount is recorded as a debit on the Principal Deficiency Ledger as at the Calculation Date immediately preceding the relevant Payment Date and the Principal Deficiency Ledger remains in debit after the application of Available Revenue Receipts in accordance with the relevant Priority of Payments on the Payment Date immediately following such Payment Date.	

**FEES**

The following table sets out the on-going fees to be paid by the Issuer to the transaction parties.

<b>Type of Fee</b>	<b>Amount of Fee</b>	<b>Priority in Cashflow</b>	<b>Frequency</b>
Servicer fees	0.75% per annum of the Aggregate Principal Balance as at the beginning of the preceding Monthly Period (or in the case of the first Payment Date, the Aggregate Principal Balance as at 1 September 2020).	Ahead of all outstanding Notes.	Monthly on each Payment Date.
Other fees and expenses of the Issuer (including tax and audit costs)	Estimated at approximately £120,000 per annum (exclusive of VAT, where so provided in the relevant Transaction Document or otherwise payable by the Issuer), subject to adjustment and/or indexation from time to time depending upon the underlying contract.	Ahead of all outstanding Notes.	Monthly on each Payment Date.
Expenses related to the admission to trading of the Notes	Listing fees - EUR €9,000	N/A	On the Closing Date.

**USE OF PROCEEDS**

On the Closing Date, the Issuer will use the aggregate gross proceeds of the Notes to:

- (a) purchase the Initial Purchased Receivables Pool from the Seller;
- (b) fund the Cash Reserve Account with the Initial Cash Reserve Amount; and
- (c) pay certain estimated fees and expenses of the Issuer incurred in connection with the issue of the Notes and the Residual Certificates on the Closing Date.



**DESCRIPTION OF THE PURCHASED RECEIVABLES**

The Purchased Receivables are receivables from motor vehicle Financing Contracts originated by the Seller through vetted motor dealers. The Financing Contracts contain the Seller's standard financing terms and are HP Contracts or PCP Contracts.

**Hire purchase contracts**

The HP Contracts contain standard rental terms where an initial deposit is made and then the balance is typically amortised in equal payment instalments. At the end of the term of the HP Contract, after any additional Option to Purchase Fee is paid, the Obligor owns the vehicle.

Payment instalments under the HP Contracts are due on a monthly basis and carry a fixed rate of return, typically amortised in equal monthly instalments over the repayment period which varies between 12 and 61 months. In some cases, a final payment amount which is larger than the preceding monthly instalment may be payable. Any upfront fee payable by Obligor will not comprise part of the Principal Balance of the Purchased Receivables.

Any upfront fee payable by Obligor in relation to the HP Contract will not comprise part of the Principal Balance of the Purchased Receivables.

**Personal Contract Purchase Contracts**

The PCP Contracts contain standard rental terms where an initial deposit is made and then the balance is typically amortised in equal payment instalments, with a Final Payment Amount at the end of the term of the PCP Contract which is larger than the preceding monthly instalments, where the Obligor can choose to either (a) settle the contract by paying the Final Payment Amount (and any Option to Purchase Fee) and thereby purchase the vehicle or, (b) subject to the payment of all amounts due under the contract (including excess mileage and other charges) and the Obligor's compliance with the terms of the Financing Contract, return the vehicle to MNF in full and final settlement of the PCP Contract.

Payment instalments under the PCP Contracts are due on a monthly basis and carry a fixed rate of return, typically amortised in equal monthly instalments over the repayment period which varies between 12 and 49 months with an additional balloon payment for the Final Payment Amount. Any upfront fee payable by Obligor will not comprise part of the Principal Balance of the Purchased Receivables.

The Purchased Receivables do not include: (i) any transferable securities for purposes of Article 20(8) of the Securitisation Regulation; (ii) any securitisation positions for purposes of Article 20(9) of the Securitisation Regulation; or (iii) any derivatives for purposes of Article 21(2) of the Securitisation Regulation, in each case on the basis that the Purchased Receivables have been entered into substantially on the terms of similar standard documentation, being the Standard Form Contracts.

The Purchased Receivables constitute obligations that are full recourse to the underlying Obligor or, where applicable, guarantors.

## SUMMARY OF PRINCIPAL TRANSACTION DOCUMENTS

The description of certain of the Transaction Documents set out below is a summary of certain features of such documents and is qualified by reference to the detailed provisions thereof.

**Receivables Purchase Agreement**

On the Closing Date, the Seller and the Issuer will enter into an agreement (the "**Receivables Purchase Agreement**").

Pursuant to the Receivables Purchase Agreement: (i) the Seller will, on the Purchase Date, sell to the Issuer the Purchased Receivables and the Ancillary Rights relating to such Purchased Receivables (comprising the pool of Receivables as at the Initial Cut-Off Date but excluding accrued interest up to such date) and (ii) the Seller may on any Further Purchase Date during the Revolving Period sell to the Issuer Further Purchased Receivables and the Ancillary Rights relating to such Purchased Receivables.

*Warranties and Representations for the Sale of the Purchased Receivables*

In the Receivables Purchase Agreement, the Seller will warrant and represent the following, as at the Initial Cut-Off Date, in relation to the Initial Purchased Receivables sold by it on the Initial Purchase Date, and as at any Further Cut-Off Date, in relation to Further Purchased Receivables sold by it on the relevant Further Purchase Date:

- (a) each related Financing Contract was randomly selected;
- (b) each related Financing Contract relates to the financing of the purchase of a single motor vehicle, motorcycle, scooter or light commercial vehicle;
- (c) no Purchased Receivable was overdue for an amount greater than £70 at the relevant Cut-Off Date;
- (d) each Obligor has made at least one scheduled instalment under the Financing Contract and no more than one scheduled instalment was overdue in respect of each Purchased Receivable;
- (e) no Purchased Receivable was overdue for more than 30 days at the relevant Cut-Off Date;
- (f) no Purchased Receivable was a Defaulted Receivable;
- (g) that terminations or repudiations of the relevant Financing Contracts have not occurred and are not pending and that the relevant Financing Contract is not subject to force majeure or any right of rescission or any right or entitlement of any kind for the non-payment of the full amount due under the relevant Financing Contract;
- (h) so far as the Seller is aware, there is no material default, material breach or material violation under the related Financing Contract which has not been remedied and which either (i) affects the amount or collectability of the Purchased Receivables or (ii) causes the relevant Purchased Receivables not to comply with the Eligibility Criteria;
- (i) when aggregated with the Purchased Receivables comprising the Portfolio, the aggregate Principal Balance of the Purchased Receivables resulting from Financing Contracts entered into with a single individual Obligor that is not a corporate entity is equal or less than: (i) 0.20% of the Aggregate Principal Balance of the Purchased Receivables in the Portfolio, and (ii) £500,000;
- (j) when aggregated with the Purchased Receivables comprising the Portfolio, the aggregate Principal Balance of the Purchased Receivables resulting from Financing Contracts entered into with a single corporate Obligor is equal or less than (i) 0.20% of the Aggregate Principal Balance of the Purchased Receivables in the Portfolio, and (ii) £2,000,000;
- (k) when aggregated with the Purchased Receivables comprising the Portfolio, the aggregate Principal Balance of the Purchased Receivables resulting from Financing Contracts entered into with the 10 largest corporate Obligors is equal or less than 0.75% of the Aggregate Principal Balance of the Purchased Receivables in the Portfolio, and (ii) £7,500,000;
- (l) when aggregated with the Purchased Receivables comprising the Portfolio, the aggregate Principal Balance of the Purchased Receivables resulting from Financing Contracts entered into with the 10 largest single individual Obligors that are not corporate entities is equal or less than 0.3% of the Aggregate Principal Balance of the Purchased Receivables in the Portfolio;
- (m) that under each Financing Contract that is regulated by the CCA as at the relevant Cut-Off Date no right of cancellation has arisen (except for any rights under Sections 56, 67 and 75 of the CCA);
- (n) that (according to MNF's records as at the relevant Cut-Off Date) no insolvency proceedings have been initiated against any of the Obligors during the term of the relevant Financing Contracts up to the relevant Cut- Off Date;

## SUMMARY OF PRINCIPAL TRANSACTION DOCUMENTS

- (o) so far as the Seller is aware, having made all reasonable enquiries, no Purchased Receivable is an exposure to (i) "credit-impaired obligors" or where applicable, "credit-impaired guarantors" as described in Article 13(2)(j) of the LCR Regulation (or if different, the equivalent provisions in any such enacted version of such Commission Delegated Regulation) or (ii) "credit-impaired debtors or guarantors" as described in Article 20(11) of the Securitisation Regulation, and, in each case, in accordance with any official guidance issued in relation thereto;
- (p) the relevant Financing Contracts constitute legal, valid, binding and enforceable agreements, except as such enforcement may be limited by bankruptcy, insolvency or administration proceedings;
- (q) the Purchased Receivables are assignable and the relevant Financing Contracts do not contain any requirement for the Obligor's consent to be required for the assignment or assignation or any confidentiality provisions which would restrict the Seller's right to assign;
- (r) the Seller can dispose of the Purchased Receivables free from rights of third parties;
- (s) each Financing Contract is of a type described in paragraph 2(g)(iv) of Article 13 (Level 2B securitisations) in the European Commission adopted text of the Commission Delegated Regulation (EU) 2015/61 of 10 October 2014 supplementing Regulation (EU) 575/2013 of the European Parliament and the Council with regard to the liquidity coverage requirement for Credit Institutions (or, if different, the equivalent provisions in such approved version of such Commission Delegated Regulation) and/or in accordance with any official guidance issued in relation thereto;
- (t) the Purchased Receivables are free of defences, whether pre-emptory or otherwise for the agreed term of the Financing Contract as well as free from rights of third parties and that the Obligors in particular have not exercised any set-off claim;
- (u) the Purchased Receivable (including, for the avoidance of doubt, the Ancillary Rights) and the relevant Financed Object are not subject to any other encumbrance, lien or security interest;
- (v) the status and enforceability of the Purchased Receivables is not impaired due to warranty claims or any other rights of the Obligor even if the Issuer knew or could have known on the relevant Cut-Off Date of the existence of such defences or rights (except for any rights under Sections 56, 67 or 75 of the CCA);
- (w) the status and enforceability of the Purchased Receivables is not impaired by set-off rights even if the Issuer knew or could have known on the relevant Cut-Off Date of the existence of such defences or rights (except for any rights under Sections 56, 67 or 75 of the CCA);
- (x) none of the Obligors is an Affiliate of MNF or an employee of MNF;
- (y) the related Financing Contracts are governed by the laws of England and Wales or Scotland;
- (z) the related Financing Contracts have been entered into exclusively with Obligors which, if they are corporate entities have their registered office in England, Wales or Scotland, or, if they are individuals have their place of residence in England, Wales or Scotland;
- (aa) MNF had at the time of the origination of the Financing Contracts under which such Purchased Receivables arise and up to and including the date of the Receivables Purchase Agreement, has the necessary permissions pursuant to the CCA or FSMA, as appropriate;
- (bb) each Financing Contract that is a regulated credit agreement as defined in article 60B of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 has been entered into and administered in all material respects in accordance with the relevant requirements of the CCA, any statutory instrument or regulation made thereunder and the rules and guidance set out in the CONC within the FCA Handbook and, to the best of the Seller's knowledge the UTCC Regulations and CRA15, and neither the Seller nor anyone acting on behalf of the Seller has done or failed to do anything that would cause any Financing Contract to be unenforceable under the CCA or give rise to an unfair relationship for the purposes of sections 140A to 140C of the CCA;
- (cc) MNF has not done anything that would cause such Purchased Receivable to be invalid or irrevocable under the CCA;
- (dd) MNF has complied with all material laws and regulations (including, without limitation, under the General Data Protection Regulation (EU) 2016/679) with respect to each of the Purchased Receivables;
- (ee) none of the Purchased Receivables consist of or include any "stock" or "marketable securities" within the meaning of section 125 of the Finance Act 2003, "chargeable securities" for the purposes of section 99 of the Finance Act 1986 or a "chargeable interest" for the purposes of section 48 of the Finance Act 2003;

## SUMMARY OF PRINCIPAL TRANSACTION DOCUMENTS

- (ff) MNF has originated each Purchased Receivable pursuant to a Financing Contract in the form of a Standard Form Contract;
- (gg) each Purchased Receivable was generated in the ordinary course of MNF's business from the sale of goods or provision of credit or other services to the relevant Obligor and the related Financing Contract was entered into in accordance with the Customary Operating Practices and pursuant to underwriting standards that are no less stringent than those MNF applied at the time of origination to similar exposures that are not included in the Portfolio;
- (hh) MNF holds legal title to the related Financed Objects;
- (ii) the relevant Financing Contracts are denominated in Pounds Sterling;
- (jj) the terms and conditions of each related Financing Contract which is a HP Contract provide for fixed monthly payments and may include a final balloon payment;
- (kk) the terms and conditions of each Financing Contract which is a PCP Contract provide for fixed monthly payments and, at the end of the contract term, either (i) the payment of the Final Payment Amount and any Option to Purchase Fee or (ii) the return of the Financed Object to the Seller in lieu of payment of such Final Payment Amount;
- (ll) the original maturity under the related Financing Contracts varies between, in respect of HP Contracts 12 and 61 months, and in respect of PCP Contracts, 12 and 49 months;
- (mm) when aggregated with the Purchased Receivables comprising the Portfolio, the Weighted Average Remaining Term of the Financing Contracts in the Portfolio does not exceed 55 months;
- (nn) the date on which the vehicle was first registered is no earlier than 1 January 2007;
- (oo) the Original LTV of each HP Contract and PCP Contract is no more than 125%;
- (pp) the Weighted Average Original LTV of the Purchased Receivables in the Portfolio immediately after the inclusion of any Further Purchased Receivables on the relevant Further Purchase Date does not exceed 95.0%;
- (qq) no Purchased Receivable has been subject to any variation, amendment, modification, waiver or exclusion of any kind which in any material way adversely affects the terms of the Purchased Receivables or its enforceability or collectability;
- (rr) that, to the best of MNF's knowledge, the relevant Financing Contract was not entered into fraudulently by the relevant Obligor;
- (ss) no Purchased Receivable has been passed on to the legal department or referred to external lawyers, to the extent that such referral may reasonably be expected to have a material adverse effect on the Purchased Receivables, other than the issue by MNF of letters demanding payment in the ordinary course of business;
- (tt) the relevant Financing Contract was not entered into as a consequence of any conduct constituting fraud, misrepresentation, duress or undue influence by MNF, its directors, officers, employees or agents or by any other person acting on behalf of MNF;
- (uu) the relevant Financing Contracts are not Rate-for-Risk Contracts;
- (vv) when aggregated with the Purchased Receivables comprising the Portfolio, the aggregate Principal Balance of the Purchased Receivables which are HP Contracts with a balloon component is equal to or less than 1.00% of the Aggregate Principal Balance of all Purchased Receivables in the Portfolio;
- (ww) when aggregated with the Purchased Receivables comprising the Portfolio, the aggregate Principal Balance of the Purchased Receivables resulting from Financing Contracts which are PCP Contracts is equal to or less than 25.00% of the Aggregate Principal Balance of all Purchased Receivables in the Portfolio;
- (xx) when aggregated with the Purchased Receivables comprising the Portfolio, the aggregate Principal Balance of the Purchased Receivables resulting from Financing Contracts with vehicles which are motorcycles or scooters is equal to or less than 5.00% of the Aggregate Principal Balance of the Purchased Receivables in the Portfolio;
- (yy) when aggregated with the Purchased Receivables comprising the Portfolio, the aggregate Principal Balance of the Purchased Receivables relating to light commercial vehicles does not exceed 17.50% of the Aggregate Principal Balance of the Purchased Receivables in the Portfolio;

- (zz) when aggregated with the Purchased Receivables comprising the Portfolio, in relation to the PCP Contracts, the aggregate PCP Residual Value in respect of all PCP Contracts in the Portfolio is not greater than 12.50% of the Aggregate Principal Balance of the Purchased Receivables in the Portfolio;
- (aaa) when aggregated with the Purchased Receivables comprising the Portfolio, the Minimum Post Swap Asset Yield Test is satisfied;
- (bbb) each Receivable has a standardised risk weight equal to or smaller than 75% on an individual exposure basis where the exposure is a retail exposure, or for any other exposures equal to or smaller than 100% on an individual exposure basis, as at the relevant assignment date, as such terms are described in Article 243 of the CRR; and
- (ccc) that no Purchased Receivable is (or was at any time) subject to a payment holiday in response to Covid-19.

*Covenants given by the Seller*

The Receivables Purchase Agreement contains a number of covenants by the Seller in respect of its activities relating to the Purchased Receivables and the related Financed Objects. These include covenants to refrain from conducting activities with respect to the Purchased Receivables and the related Financed Objects which may adversely affect the Purchased Receivables, the Ancillary Rights or the related Financed Objects and, in particular, not to sell, assign or otherwise dispose of, create any security interest or trust upon, or deal with any of the Purchased Receivables, Ancillary Rights, related Financing Contracts or related Financed Objects (but excluding any Non-Conforming Receivables repurchased by the Seller) in any manner whatsoever or purport to do so other than as expressly permitted by the Transaction Documents.

In addition, the Seller has undertaken (in each case after the relevant vehicle is in its possession or control) to sell any vehicles surrendered, recovered or otherwise returned to the Seller in accordance with the terms of the relevant Financing Contract and the Customary Operating Practices and account for the proceeds of such sale to the Issuer further to the sale and assignment of the Purchased Receivables (and the Ancillary Rights) to the Issuer pursuant to the Receivables Purchase Agreement. Until such time the Seller will hold the same (together with all other amounts received in respect of the Ancillary Rights and the Purchased Receivables) on trust for the Issuer.

None of the Issuer, the Trustee, the Arrangers or the Joint Lead Managers has undertaken or will undertake any investigation to verify the details of the Purchased Receivables and will rely solely on the representations and warranties given by the Seller to the Issuer pursuant to the Receivables Purchase Agreement.

*Scottish Declaration of Trust and Scottish Vehicle Sales Proceeds Floating Charge*

In respect of each Purchase Date, with effect from the completion of the sale of the Purchased Receivables and, in so far as the Purchased Receivables include Scottish Receivables, pending perfection under Scots law of such sale by duly intimated assignment, the Seller will hold the benefit of the Scottish Receivables and the other Scottish Trust Property on trust for the Issuer on the terms of the Scottish Trust. At the same time as completion of the sale of the Purchased Receivables, the Issuer and the Seller will execute a Scottish Declaration of Trust in respect of those Purchased Receivables which are Scottish Receivables and the Seller will deliver such Scottish Declaration of Trust to the Issuer, and the Seller will grant a Scottish Vehicle Sales Proceeds Floating Charge in favour of the Issuer in respect of Scottish Vehicle Sales Proceeds. The Seller will also undertake forthwith upon request by the Issuer, to execute any assignment in security of the Issuer's interest in the Scottish Declaration of Trust and the Scottish Vehicle Sales Proceeds Floating Charge for the purpose of acknowledging receipt of intimation of such assignment.

*Repurchase*

In the event of a breach of any of the warranties set forth above at the relevant Cut-Off Date or a Purchase Date (as applicable) which materially and adversely affects the interests of the Issuer or the Noteholders, the Seller shall have until the end of the Monthly Period which includes the thirtieth (30th) day (or, if the Seller elects an earlier date) after the date that the Seller became aware or was notified of such breach to cure or correct such breach (the "**Cure Period**"). Any such breach or failure will not be deemed to have a material and adverse effect if such breach or failure does not affect the ability of the Issuer to receive and retain timely payment in full on the related Purchased Receivable. If the Seller does not cure or correct such breach prior to the end of the Cure Period, then the Seller shall repurchase the Purchased Receivables affected by such breach from the Issuer on the Payment Date following the expiration of such Cure Period. Any such repurchase shall be at a price equal to the Principal Balance of such Purchased Receivables as at the relevant Repurchase Date (the "**Repurchase Amount**").

If a Purchased Receivable does not exist at the time of its purported assignment to the Issuer, the Seller shall pay an amount equal to the amount paid by the Issuer for such non-existent Receivable as at the date of such payment to the Issuer on the Payment Date following notification from the Servicer of such non-existence.

*Optional Repurchase*

If the Seller has determined that any Purchased Receivable is a Non-STS/LCR Compliant Receivable, the Seller may repurchase the relevant Purchased Receivable on any date provided that the Seller has certified to the Trustee (upon which certificate the Trustee shall be entitled to rely absolutely and without enquiry or liability) that a repurchase of the Non-STS/LCR Compliant Receivable is necessary in order to comply with the requirements of paragraph 2(g)(i) of Article 13 (Level 2B securitisations) of the LCR Regulation (or, if different, the equivalent provisions in the approved version of the LCR Regulation) or Articles 19, 20, 21 or 22 of the Securitisation Regulation. Any such repurchase shall be at amount equal to the Principal Balance of such Purchased Receivable as at the relevant Repurchase Date.

*Notification Event*

At any time after the occurrence of a Notification Event, the Issuer (in order to perfect its title to the Purchased Receivables) or the Trustee may:

- (a) give notice in its own name (and/or require the Servicer to give notice on its behalf) to all or any of the Obligor of the sale and assignment of all or any of the Purchased Receivables; and/or
- (b) direct (and/or require the Servicer to direct) all or any of the Obligor to pay amounts outstanding in respect of Purchased Receivables directly to the Issuer, the Issuer Account or any other account which is specified by the Issuer; and/or
- (c) give instructions (and/or require the Servicer to give instructions) to immediately transfer any Collections standing to the credit of the Collection Account to the Issuer Account; and/or
- (d) take such other action as it reasonably considers to be necessary, appropriate or desirable (including taking the benefit of title to the Financed Objects to the extent permitted by law) in order to recover any amount outstanding in respect of Purchased Receivables or to improve, protect, preserve or enforce their rights against the Obligor in respect of Purchased Receivables.

*Applicable Law and Jurisdiction*

The Receivables Purchase Agreement and all non-contractual matters arising from or connected with it will be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction to hear any disputes that may arise in connection with the Receivables Purchase Agreement.

**Servicing Agreement**

On the Closing Date, the Issuer and MNF, *inter alia*, will enter into an agreement (the "**Servicing Agreement**"), pursuant to which MNF will be instructed to act as Servicer and to carry out certain management, collection and recovery activities in relation to the Purchased Receivables in accordance with its Customary Operating Practices in effect from time to time using the same degree of skill and attention that the Servicer exercises with respect to comparable vehicle Financing Contracts that the Servicer administers for itself or others.

The Servicer will be required to perform its obligations under the Servicing Agreement, to devote at least the same amount of time and attention and to exercise the same level of skill, care and diligence in the performance of those obligations, the exercise of its discretions under the Servicing Agreement and its exercise of the rights of the Issuer and the Trustee in respect of the Purchased Receivables, the Financing Contracts and the Financed Objects, as it would if it were administering motor vehicle hire purchase agreements and personal contract purchase agreements in respect of which it held the entire benefit (both legally and beneficially) and, in any event, the Servicer will have the obligation to devote all due skill, care and diligence to the performance of its obligations and the exercise of its discretions under the Servicing Agreement but it will not be required to do or cause to be done anything which it is prevented from doing by any applicable laws, regulations, judgments and other directions or orders to which it or any Purchased Receivable, Ancillary Right or Financed Object may be subject.

*Servicer's Duties*

The duties of the Servicer will be set out in the Servicing Agreement and will include, but not be limited to:

- (a) servicing and administering the Purchased Receivables;
- (b) implementing enforcement procedures and undertaking enforcement proceedings in relation to defaulted Purchased Receivables and any Obligor that may default on their obligations under the relevant Financing Contract;
- (c) servicing and administering Collections received in respect of the Purchased Receivables;

- (d) preparing monthly reports in relation to the Portfolio; and
- (e) administering relationships with the Obligors.

Information as to the present Customary Operating Practices of MNF are described in the section entitled "*Business Procedures of MNF*"; however, MNF will be permitted to change those business procedures from time to time at its discretion.

MNF will inform the Rating Agencies without undue delay in the event that its Customary Operating Practices are changed in a way which could have a material adverse effect on the payment of the Rated Notes.

#### *Collection and Distribution Duties of the Servicer*

The Servicer will procure that all Collections are paid into the Collection Account. At the close of each Transfer Date, the Servicer will transfer the Collections received in the Collection Account to the Issuer Account.

#### *Enforcement*

The Servicer will use all reasonable endeavours to enforce all obligations of Obligors under the Financing Contracts and assist in the sale or disposal of each Financed Object following termination of its related Financing Contract where the Financed Object is returned to the Servicer and use its best endeavours to achieve a fair market price for such Financed Objects sold or disposed of, in each case on behalf of the Issuer and the Trustee in an efficient and timely fashion in accordance with the provisions of the Financing Contracts and its Customary Operating Practices.

The Servicer may, in accordance with its Customary Operating Practices take such action as may be necessary or desirable or as the Servicer determines (including, if necessary, court proceedings and the employment by the Servicer as disclosed agent for the Issuer of solicitors to carry out any necessary court or other proceedings) against any Obligor in relation to a defaulted Purchased Receivable.

#### *Servicing Report*

Under the Servicing Agreement the Servicer has undertaken to provide to the Issuer, the Trustee and the Cash Manager on each Servicing Report Performance Date a Servicing Report which will set out information on, among other things, the Collections, the performance of the Portfolio and delinquency information for delinquency periods of up to one month, one month to two months, two months to three months, three months to six months and more than six months with respect to the number of Financing Contracts in respect of Delinquent Receivables, and the total outstanding Principal Balance of the Delinquent Receivables.

Under the aforementioned agreement, the Servicer will also provide the Rating Agencies with such other information as they may reasonably request.

#### *Delegation*

The Servicer is permitted to delegate some or all of its duties to other entities, including its Affiliates and subsidiaries and any member of the FRB Group, although the Servicer will remain liable for the performance of any duties that it delegates to another entity.

#### *Adjustments to Swap Agreement*

On 1 October 2020, the Issuer and Interest Rate Swap Counterparty entered into the Swap Agreement and on or about 1 October 2020, the Issuer and the Interest Rate Swap Counterparty entered into the first Interest Rate Swap Transaction.

On each Further Purchase Date (on which Further Purchased Receivables are acquired by the Issuer from the Seller), the Servicer (on behalf of the Issuer) shall:

- (a) calculate an updated amortisation schedule in respect of the Portfolio (including any Further Purchased Receivables acquired on such Further Purchase Date) (the "**Updated Portfolio Amortisation Schedule**") reflecting a zero per cent. default and a ten per cent. prepayment scenario; and
- (b) (if required) use all reasonable efforts to procure (by instructing the Issuer) that the Issuer enters into a further Interest Rate Swap Transaction with a Swap Notional Amount and a Swap CPR Schedule which shall ensure that, when the Swap CPR Schedules in respect of all Interest Rate Swap Transactions are considered together, the amortisation profile of the Swap Agreement is consistent with the Updated Portfolio Administration Schedule.

#### *Servicing Fees*

On each Payment Date the Servicer will be entitled to receive the Servicer Fee for the preceding Monthly Period (or, in the case of the first Payment Date, a fee for the period commencing on the Initial Cut-Off Date to the Payment Date falling in November 2020). The

Servicer will pay all expenses incurred by it in connection with its collection activities and will not be entitled to reimbursement of those expenses. The Servicer will have no responsibility, however, to pay or fund any credit losses with respect to the Purchased Receivables.

#### *Successor Servicer*

The Servicer may terminate the Servicing Agreement by giving not less than six months' prior written notice of its intention to terminate the agreement to the Issuer and the Trustee, provided that: (i) the Trustee and the Issuer consent in writing to such termination, (ii) the successor servicer has replaced the Servicer or another successor servicer has been appointed, and (iii) notice in writing as to the replacement of the Servicer has been given to all Obligor.

In addition, following the occurrence of a Servicer Replacement Event, the Issuer may, with the consent of the Trustee, terminate the appointment of the Servicer by giving notice thereof to the Servicer. Upon the termination of the appointment of the Servicer under the Servicing Agreement, the successor servicer will, within 60 days of receiving notice of the same, replace the Servicer on terms substantially similar to those set out in the Servicing Agreement.

During any period between the date specified in the notice given by the Issuer and the date of the appointment of a successor servicer (the "**Transfer Period**"), the retiring Servicer will allow the Issuer and any successor servicer such access to its premises and facilities, as the Issuer, the Trustee and such nominees may reasonably request in order to enable the retiring Servicer to perform its obligations under the Servicing Agreement within the Transfer Period and to allow the successor servicer to prepare to perform its duties.

The dismissal of MNF as Servicer shall only become effective after a successor servicer has assumed responsibility for performing the Services or a new Servicer has been appointed on terms substantially similar to the existing Servicing Agreement.

On the date of termination of the appointment of the Servicer pursuant to the Servicing Agreement, the retiring Servicer will (save as prohibited or required otherwise by any applicable laws, regulations, judgments and other directions or orders to which it may be subject): (a) immediately deliver or make available to a successor servicer or, failing the appointment of a successor servicer, the Issuer, the Purchased Receivable Records, the Servicer Records and the Transaction Documents and any monies then held by the retiring Servicer on behalf of the Issuer and any other assets of the Issuer then held by it, and (b) take such further action as the Issuer, the Trustee or the successor servicer may reasonably direct in order to effectively transfer its rights and obligations under the Servicing Agreement to a successor servicer.

#### *Applicable Law and Jurisdiction*

The Servicing Agreement and all non-contractual matters arising from or connected with it will be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales will have exclusive jurisdiction to hear any disputes that may arise in connection therewith.

#### **Cash Management Agreement**

On the Closing Date, the Issuer and the Cash Manager, *inter alia*, will enter into an agreement (the "**Cash Management Agreement**"), pursuant to which HSBC Bank plc will be instructed to act as Cash Manager and to carry out certain cash administration tasks on behalf of the Issuer.

#### *Cash Manager's Duties*

The duties of the Cash Manager will be set out in the Cash Management Agreement and will include, but not be limited to the following:

- (a) operating the Accounts and the Swap Collateral Custody Account (if and when opened) in accordance with the instructions of the Issuer or, following a written request from the Trustee following the service of an Enforcement Notice, by the Trustee;
- (b) providing the Issuer and the Trustee with certain cash management, calculation, notification and reporting information in relation to the Accounts and the Notes;
- (c) taking the necessary action and giving the necessary notices to ensure that the Accounts are credited and debited with the appropriate amounts;
- (d) taking all necessary action to ensure that all payments are made out of the Accounts in accordance with the Cash Management Agreement, the Conditions and the Swap Agreement;
- (e) maintaining adequate records to reflect all transactions carried out by or in respect of the Accounts; and



- (f) investing the funds credited to the Issuer Account and the Cash Reserve Account in Permitted Investments in accordance with the terms and conditions of the Cash Management Agreement.

*Administering Accounts*

The Cash Manager will be empowered to administer the Accounts for and on behalf of the Issuer. Amounts standing to the credit of the Issuer Account and the Cash Reserve Account may be invested in Permitted Investments at the direction of the Servicer acting on behalf of the Issuer. Any amounts so invested shall, on each Calculation Date, be transferred to the Issuer Account or the Cash Reserve Account (as applicable). Net investment earnings from Permitted Investments belong to the Issuer and will be applied as Available Revenue Receipts.

*Investor Report*

On or prior to each Calculation Date, the Cash Manager is required to determine the various amounts required to pay interest due on the Notes on the forthcoming Payment Date and all other amounts then payable by the Issuer, and the amounts available to make such payments (subject to adjustment for any amounts received on or before that Payment Date).

The Cash Manager has undertaken to prepare and deliver to the Issuer, the Trustee, the Seller, the Paying Agent, the Interest Rate Swap Counterparty, the Servicer and the Rating Agencies, not fewer than two Business Days prior to each Payment Date, the Investor Report. The Investor Report will contain the following information:

- (a) the aggregate amount to be distributed on each Class A Note, each Class B Note, each Class C Note, each Class D Note, each Class E Note, each Class F Note and each Class X Note on the Payment Date immediately following the provision of the Investor Report;
- (b) the repayment of the principal amount attributed to each Class A Note, to each Class B Note, to each Class C Note, to each Class D Note, to each Class E Note, to each Class F Note and to each Class X Note as distributed;
- (c) the principal amount still outstanding on each Class A Note, on each Class B Note, on each Class C Note, on each Class D Note, on each Class E Note, on each Class F Note and on each Class X Note as at the Payment Date immediately following the provision of the Investor Report;
- (d) the amounts available in the Cash Reserve Account immediately following the Payment Date;
- (e) the sums corresponding to the administration fees;
- (f) delinquency information for delinquency periods of up to one month, one month to two months, two months to three months, three months to six months and more than six months with respect to the number of Financing Contracts in respect of Delinquent Receivables, and the total outstanding Principal Balance of the Delinquent Receivables;
- (g) in the event of the final Payment Date, the fact that such date is the final Payment Date;
- (h) confirmation from the Seller at monthly intervals that the Seller continues to hold the Retained Interest;
- (i) performance information on the Purchased Receivables;
- (j) details of the location/webpage where the cash-flow model is available;
- (k) detailed statistical information on the Purchased Receivables;
- (l) such information as provided by the Seller or Servicer as may be reasonably required to be included in the Investor Report so that Noteholders are able to comply with their obligations pursuant to the CRR; and
- (m) a glossary of the defined terms used in the Investor Report.

For the avoidance of doubt, the Cash Manager does not have any responsibility for the Issuer's compliance with its obligation to assist the Seller nor for the Seller's obligation to comply with the requirements of Article 7 of the Securitisation Regulation.

*Determinations and Reconciliation*

The Cash Manager will agree to make the following determinations if the Servicer fails to provide a Servicing Report on or prior to a Servicing Report Performance Date and to calculate the following reconciliations once such Servicing Report is available:

## SUMMARY OF PRINCIPAL TRANSACTION DOCUMENTS

- (a) If the Cash Manager does not receive a Servicing Report with respect to the related Monthly Period on or prior to the related Servicing Report Performance Date (each such period, a "**Determination Period**"), then the Cash Manager shall use the Servicing Report in respect of the three most recent Monthly Periods in respect of which all relevant Servicing Reports are available (or, where there are not at least three such previous Monthly Periods, any such previous Monthly Periods) for the purposes of calculating the amounts available to the Issuer to make payments, as set out in paragraph (b) below.
- (b) When the Cash Manager receives the Servicing Report relating to such Determination Period, it will make the reconciliation calculations and reconciliation payments as set out in paragraph (c) below. Any:
- (i) calculations properly made on the basis of such estimates in accordance with paragraphs (b) and/or (c) below;
  - (ii) payments made under any of the Notes, the Residual Certificates and Transaction Documents in accordance with such calculations; and
  - (iii) reconciliation calculations and reconciliation payments made as a result of such reconciliation calculations, each in accordance with paragraphs (b) and/or (c) below,
- shall be deemed to be made in accordance with the provisions of the Transaction Documents and will in themselves not lead to an Enforcement Event and no liability will attach to the Cash Manager in connection with the exercise by it of its powers, duties and discretion for such purposes (other than as a result of the Cash Manager's gross negligence, fraud or wilful default).
- (c) In respect of any Determination Period, the Cash Manager shall on the Calculation Date immediately following the Determination Period:
- (i) determine the Interest Determination Ratio by reference to the three most recent Monthly Periods in respect of which all relevant Servicing Reports are available (or, where there are not at least three such previous Monthly Periods, any such previous Monthly Periods) received in the preceding Monthly Periods;
  - (ii) calculate the Revenue Receipts for such Determination Period as (A) the Interest Determination Ratio multiplied by (B) all Collections received by the Issuer during such Determination Period (the "**Calculated Revenue Receipts**"); and
  - (iii) calculate the Principal Receipts for such Determination Period as (A) 1 minus the Interest Determination Ratio multiplied by (B) all Collections received by the Issuer during such Determination Period (the "**Calculated Principal Receipts**").
- (d) Following the end of any Determination Period, upon receipt by the Cash Manager of the relevant Servicing Report in respect of such Determination Period, the Cash Manager shall reconcile the calculations made in accordance with paragraph (b) above to the actual Collections set out in the Servicing Reports by allocating the Reconciliation Amount as follows:
- (i) if the Reconciliation Amount is a positive number, the Cash Manager shall apply an amount equal to the lesser of (A) the absolute value of the Reconciliation Amount and (B) actual Revenue Receipts, as determined in accordance with the available Servicing Reports as Available Principal Receipts; and
  - (ii) if the Reconciliation Amount is a negative number, the Cash Manager shall apply an amount equal to the lesser of (A) the absolute value of the Reconciliation Amount and (B) actual Principal Receipts as determined in accordance with the available Monthly Reports, as Available Revenue Receipts,
- provided that the Cash Manager shall apply such Reconciliation Amount in determining Available Revenue Receipts and Available Principal Receipts for such Calculation Period in accordance with the terms of the Cash Management Agreement and the Cash Manager shall promptly notify the Issuer of such Reconciliation Amount.

### *Delegation*

The Cash Manager is permitted to sub-contract or delegate some or all of its duties to other entities, including its Affiliates and subsidiaries whom it reasonably believes is capable of, and experienced in, performing the functions to be given to it, although the Cash Manager will remain liable for the performance of any duties that it delegates to another entity.

### *Termination and Resignation*

Following the occurrence of a Cash Manager Termination Event, the Issuer (with the prior written approval of the Trustee) and/or the Trustee may at once or at any time thereafter while such event continues by notice in writing to the Cash Manager terminate the appointment of the Cash Manager with effect from a date (not earlier than the date of the notice) specified in the notice.

In addition, the Cash Manager may resign from the obligations and duties imposed on it under the Cash Management Agreement by giving not less than three months' prior written notice to the Issuer and the Trustee, provided that such resignation shall not take effect until a successor which is acceptable to the Issuer and the Trustee has been appointed on substantially the same terms as those of the Cash Management Agreement or such other terms as the Issuer and the Trustee may approve.

If a notice of termination is served, or if the Cash Manager resigns its appointment, the Cash Manager shall, from the date of service of such notice or resignation, as the case may be, co-operate with and provide reasonable assistance to the Issuer in order to enable a substitute cash manager to be appointed.

If the Issuer fails, within 30 Business Days from the date of expiry of a notice of resignation, to appoint a substitute cash manager, the Cash Manager may do so, provided that (i) such substitute cash manager shall have experience of providing the kind of services required to be provided by the cash manager pursuant to the Cash Management Agreement and (ii) it shall be willing to enter into an agreement with the Issuer and the Trustee substantially in the same terms as those of the Cash Management Agreement.

#### *Indemnity and Costs and Expenses*

Under the Cash Management Agreement, the Issuer will indemnify the Cash Manager against any Liabilities which it may incur or which may be made against the Cash Manager as a result of or in connection with its appointment or the exercise of its powers and duties under or pursuant to the Cash Management Agreement except such as may result from its own wilful default, gross negligence or fraud.

The Issuer will agree to reimburse the Cash Manager in respect of any costs, expenses and charges properly incurred by the Cash Manager in connection with the performance by the Cash Manager of its services.

#### *Cash Management Fees*

The Cash Manager will be entitled to receive an annual upfront fee in accordance with a side fee letter entered into between the Issuer and the Cash Manager.

#### *Applicable Law and Jurisdiction*

The Cash Management Agreement and all non-contractual matters arising from or connected with it will be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales will have exclusive jurisdiction to hear any disputes that may arise in connection therewith.

### **Corporate Services Agreement**

Pursuant to the Corporate Services Agreement the Corporate Services Provider will agree to provide certain compliance and secretarial services to the Issuer and Holdings and the Share Trustee will agree to hold the shares of Holdings on trust in accordance with the Declaration of Trust. In return for the services so provided, the Corporate Services Provider will receive a fee payable by the Issuer on each Payment Date in accordance with the relevant Priority of Payments, including a fee for procuring the Share Trustee.

The Corporate Services Agreement may be terminated by any of the parties thereto on not less than 90 calendar days' written notice to the other party or, at any time forthwith by notice in writing if any of the other parties shall have at any time (a) committed a material breach of any of the terms and/or conditions of the Corporate Services Agreement and has not remedied such breach within 30 calendar days (or such other period as shall be agreed between the parties) of being required to do so or (b) been the subject of one or more insolvency events as specified in the Corporate Services Agreement. No termination of the appointment of the Corporate Services Provider may occur unless a successor corporate services provider acceptable to the Issuer has been appointed and has acceded to the terms of the Corporate Services Agreement.

The Corporate Services Provider will provide corporate administration and secretarial services to the Issuer and Holdings which will include:

- (a) dispatch of shareholder and board meeting notices in accordance with the articles and applicable English law;
- (b) the convening of the annual shareholders meeting and the annual meeting of the board of directors and preparation of written minutes of such meetings;
- (c) handling enquiries and making appropriate filings (or assisting the Issuer's and Holdings' auditors in so doing) as required by applicable English law, regulations and regulators;
- (d) keeping and maintaining books, records, registers and statutory accounts that the company is required to maintain under the Companies Act 2006 (including the register of shareholders and of the directors and secretary) and procuring that the same

are made available for inspection and/or supplying copies of such books and registers in accordance with the articles and applicable English law; and

- (e) advising on the appointment of company lawyers and auditors and supervising performance of any agents of the relevant companies.

The Share Trustee shall hold the shares of Holdings in accordance with the Declaration of Trust.

The Corporate Services Agreement and all non-contractual matters arising from or connected with it will be governed by and construed in accordance with the law of England and Wales.

### **Trust Deed**

On the Closing Date the Issuer and the Trustee will enter into the Trust Deed. Under the terms of the Trust Deed, the Notes and the Residual Certificates will be constituted and will be subject to the provisions in the Trust Deed. The Conditions and the forms of the Notes and Residual Certificates are set out in the Trust Deed.

The Trustee will agree to hold the benefit of the Issuer's covenant to pay on trust for the Noteholders, the Residual Certificateholders and the Couponholders.

The Trust Deed contains provisions requiring the Trustee to have regard to the interests of the holders of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, Class F Notes, the Class X Notes and the Residual Certificates equally as regards all powers, trusts, authorities, duties and discretions of the Trustee (except where expressly provided otherwise), but requiring the Trustee, so long as any Class A Notes are outstanding, to have regard only to the interests of the Class A Noteholders if, in the Trustee's opinion, there is a conflict between the interests of the Class A Noteholders and those of the Class B Noteholders and/or the Class C Noteholders and/or the Class D Noteholders and/or the Class E Noteholders and/or the Class F Noteholders and/or the Class X Noteholders and/or the Residual Certificateholders, and to have regard only to the interests of the Class B Noteholders if, in the Trustee's opinion, there is a conflict between the interests of the Class B Noteholders and those of the Class C Noteholders and/or the Class D Noteholders and/or the Class E Noteholders and/or the Class F Noteholders and/or the Class X Noteholders and/or the Residual Certificateholders and to have regard only to the interests of the Class C Noteholders if, in the Trustee's opinion, there is a conflict between the interests of the Class C Noteholders and those of the Class D Noteholders and/or the Class E Noteholders and/or the Class F Noteholders and/or the Class X Noteholders and/or the Residual Certificateholders and to have regard only to the interests of the Class D Noteholders if, in the Trustee's opinion, there is a conflict between the interests of the Class D Noteholders and those of the Class E Noteholders and/or the Class F Noteholders and/or the Class X Noteholders and/or the Residual Certificateholders and to have regard only to the interests of the Class E Noteholders and those of the Class F Noteholders and/or the Class X Noteholders and/or the Residual Certificateholders and to have regard only to the interests of the Class F Noteholders and/or the Class X Noteholders if, in the Trustee's opinion, there is a conflict between the interests of the Class F Noteholders and/or the Class X Noteholders and those of the Residual Certificateholders and to have regard only to the interests of the Class X Noteholders if, in the Trustee's opinion, there is a conflict between the interests of the Class X Noteholders and those of the Residual Certificateholders.

In accordance with the terms of the Trust Deed, the Issuer will pay a fee to the Trustee for its services under the Trust Deed at the rate and times agreed between the Issuer and the Trustee together with payment of any liabilities incurred by the Trustee in relation to the Trustee's performance of its obligations under the Trust Deed and each other Transaction Document to which it is a party.

The Trustee may delegate to any person or persons or fluctuating body of persons all or any of the trusts, powers and authorities vested in the Trustee by the Trust Deed and the Trustee shall not be bound to supervise the proceedings or, provided that the Trustee shall have exercised reasonable care in the selection of such delegate or sub-delegate, be in any way responsible or liable for any loss incurred by reason of any act, omission, misconduct or default on the part of any such delegate or sub-delegate.

The Trustee from time to time may retire at any time upon giving not less than 90 calendar days' notice in writing to the Issuer without assigning any reason therefor and without being responsible for any costs occasioned by such retirement. The retirement of the Trustee shall not become effective unless there remains a trustee (being a trust corporation) in office after such retirement. No entity may be appointed as trustee without an Extraordinary Resolution of the Most Senior Class of Notes Outstanding (or, where there are no Notes outstanding, an Extraordinary Resolution of the Residual Certificateholders) approving the appointment. The Issuer will agree in the Trust Deed that, in the event of the sole trustee or the only trustee under the Trust Deed giving notice of its retirement, it shall use all reasonable endeavours to procure a new trustee be appointed and, if the Issuer has not procured the appointment of a new trustee within 90 calendar days, the Trustee will have the power to appoint a new trustee. In the event of the retirement of the Trustee and the appointment of a new trustee, the new trustee shall assume the rights and obligations of the retiring Trustee under the Deed of Charge.

*Applicable Law and Jurisdiction*

The Trust Deed and all non-contractual matters arising from or connected with it will be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales will have exclusive jurisdiction to hear any disputes that may arise in connection therewith.

**Deed of Charge**

On the Closing Date the Issuer, the Interest Rate Swap Counterparty and the Trustee will enter into the Deed of Charge. As continuing security for the payment or discharge of the Secured Obligations, the Issuer will create in favour of the Trustee, for itself and on trust for the Transaction Creditors, in accordance with the terms of the Deed of Charge:

- (a) an assignment by way of first fixed security of the benefit of all of its present and future right, title and interest to, in and under the Purchased Receivables;
- (b) an assignment by way of first fixed security of the benefit of all of its present and future right, title and interest to, in and under:
  - (i) the Charged Transaction Documents; and
  - (ii) each other contract, agreement, deed (other than the Trust Deed, the Deed of Charge and the Assignment in Security) and document, present and future, to which the Issuer is or becomes a party, including, without limitation, all rights to receive payment of any amounts which may become payable to the Issuer thereunder and all payments received by the Issuer thereunder from time to time, all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereof;
- (c) first fixed security over the benefit of all of its present and future right, title and interest to, in and under any Permitted Investment;
- (d) a first fixed charge over the benefit of each account of the Issuer, other than any such accounts situated outside England and Wales (and any replacement therefor), and all of its other book debts, present and future, the proceeds of the same and all other moneys due and payable to it and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing; and
- (e) a first floating charge over the whole of the Issuer's undertaking and all the Issuer's property, assets and rights whatsoever and wheresoever present and future including, without limitation, the Issuer's uncalled capital except to the extent otherwise charged or secured under the Deed of Charge (but excepting from such exclusion the whole of the Issuer's undertaking, property, assets and rights situated in Scotland or otherwise governed by Scots law, all of which are charged by the floating charge thereby created).

The Trustee shall hold the benefit of the Issuer Security for the Transaction Creditors from time to time on the terms of the Deed of Charge and the Assignment in Security and shall deal with the Issuer Security and apply all payments, recoveries or receipts in respect of the Issuer Security in accordance with the Conditions of the Notes, the Deed of Charge and the Assignment in Security.

The Trustee and any Receiver appointed by the Trustee may delegate all or any of the powers under the Deed of Charge or by any statute conferred upon it or him to such person or persons as it or he may in its or his absolute discretion (including the power to sub-delegate) think fit and will not be under any obligation to supervise such delegate or, provided that the Trustee or Receiver shall have exercised reasonable care in the selection of such delegate, be responsible for any loss, liability, cost, claim, action, demand or expense incurred by reason of any misconduct or default by any such delegate or sub-delegate.

Each of the Transaction Creditors (other than the Trustee) will agree to be bound by the provisions of the Deed of Charge and, in particular, will agree to be bound by the Priority of Payments and the limited recourse and non-petition provisions set out in the Master Framework Agreement.

Only the Issuer Security shall be available to satisfy the Issuer's obligations under the Notes. Accordingly, recourse against the Issuer in respect of such obligations shall be limited to the Issuer Security and the claims of the Transaction Creditors against the Issuer under the Transaction Documents may only be satisfied to the extent of the Issuer Security. Once the Issuer Security has been realised:

- (a) neither the Trustee nor any of the Transaction Creditors shall be entitled to take any further steps or other action against the Issuer to recover any sums due but unpaid;
- (b) all claims in respect of any sums due but unpaid shall be extinguished; and

- (c) neither the Trustee nor any of the Transaction Creditors shall be entitled to petition or take any other step for the winding up of the Issuer.

The Issuer Security shall become enforceable upon the delivery by the Trustee of an Enforcement Notice in accordance with the Conditions. For the purposes of Article 21(4)(d) of the Securitisation Regulation, no provision of the Deed of Charge requires automatic liquidation upon default.

As a party to the Deed of Charge, the consent of the Interest Rate Swap Counterparty is required in respect of any amendment to the Deed of Charge.

#### *Applicable Law and Jurisdiction*

The Deed of Charge and all non-contractual matters arising from or connected with it will be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales will have exclusive jurisdiction to hear any disputes that may arise in connection therewith.

#### **Account Agreement**

On the Closing Date, the Issuer, the Cash Manager and the Trustee will enter into an account agreement with the Account Bank whereby the Account Bank will open the Accounts in the name of the Issuer. The Account Bank will agree to open and maintain the Accounts which are to be held in the name of the Issuer and provide the Issuer with certain services in connection with account handling and reporting requirements in relation to the monies from time to time standing to the credit of the Accounts. Amounts standing to the credit of the Issuer Account and the Cash Reserve Account may be invested by the Cash Manager on a non-discretionary basis in Permitted Investments in accordance with the provisions of the Cash Management Agreement. In the event of any amount standing to the credit of the Accounts overnight, such amount shall bear interest at a rate agreed between the Issuer and the Account Bank (provided that such rate shall not be lower than "0" (zero)).

The Account Bank will agree to comply with any instructions given by the Cash Manager or the Issuer or the Trustee in relation to the management of the Accounts. The Account Bank will waive all rights of set-off which it may have in respect of the Accounts.

If the ratings of the Account Bank are downgraded below the requisite ratings set out in the Account Agreement (being the Minimum Rating), the Issuer will as soon as practicable but in any event within 45 calendar days from the date on which the Account Bank ceases to have the Minimum Rating (i) find a substitute account bank with the requisite rating and move the Accounts (and the balances standing to the credit thereto) to such substitute issuer account bank; or (ii) enter into a guarantee with another bank with the requisite rating. If the Issuer is not notified of such event by the Account Bank within 30 calendar days of its occurrence, the Issuer is entitled to terminate the appointment of the Account Bank and to appoint a substitute account bank with the requisite ratings.

The Account Bank will be entitled to receive an annual upfront fee in accordance with a side fee letter entered into between the Issuer and the Account Bank.

The Account Bank may terminate the banking arrangements granted to the Issuer under the Account Agreement by giving at least 30 calendar days' written notice to the Issuer, the Trustee and the Cash Manager, except to the extent that such termination is by reason of fraud, illegality or material default by any other party to the Account Agreement, whereby the Account Bank will give such notice as is reasonable in all the circumstances. In the event of any such termination the Account Bank (at its own cost) will reasonably assist the other parties hereto to effect an orderly transition of the Issuer's banking arrangements except that such termination will not take effect until the transition of the Issuer's banking arrangements have been completed.

If the Issuer fails, within 30 calendar days from the date of delivery of a notice of termination by the Account Bank, to appoint a substitute account bank, the Account Bank may do so, provided that (i) such substitute account bank shall be rated at least the requisite ratings referred to above and (ii) it shall be willing to enter into an agreement with the parties to the Account Agreement substantially in the same terms as those of the Account Agreement.

The Account Agreement and all non-contractual matters arising from or connected with it will be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales will have exclusive jurisdiction to hear any disputes that may arise in connection therewith.

#### **Paying Agency Agreement**

On the Closing Date, the Issuer, the Paying Agent, the Registrar, the Agent Bank and the Trustee will enter into a paying agency agreement pursuant to which the Issuer will appoint the Paying Agent as paying agent in respect of the Notes and Residual Certificates. In the event that (a) Definitive Notes are to be issued in respect of any class of Notes or Definitive Residual Certificates are to be issued in respect of the Residual Certificates in accordance with the provisions of the Trust Deed and (b) the Paying Agent is unable to perform its obligations under the Paying Agency Agreement, the Paying Agent will be required, at its own cost and expense and as soon as

practicable, to delegate any of its roles, duties or obligations under the Paying Agency Agreement to a reputable bank whom it believes is capable of, and experienced in, performing the functions to be given to it. Any delegation by the Paying Agent of its obligations (or any of them) under the Paying Agency Agreement shall not release or discharge the Paying Agent from any of its obligations under the Paying Agency Agreement.

Under the Paying Agency Agreement, the Issuer will have the right to, with the prior written approval of the Trustee, terminate the appointment of any Agent and/or appoint additional or other Agents by giving to the Agent whose appointment is concerned and, where appropriate, the Paying Agent a notice as described in the Paying Agency Agreement.

The Agents may also resign their respective appointments at any time by giving to the Issuer, the Trustee and, where appropriate, the Paying Agent a notice, as described in the Paying Agency Agreement.

If the Paying Agent resigns or is removed, the Issuer will promptly and in any event within 30 days appoint a successor approved in writing by the Trustee (such approval not to be unreasonably withheld or delayed). If the Issuer fails to appoint a successor within such period, the Paying Agent may select a leading bank approved in writing by the Trustee (such approval not to be unreasonably withheld or delayed) to act as Paying Agent and the Issuer shall appoint that bank as the successor Paying Agent.

As consideration for performance of the agency services, the Issuer will pay the Agents a fee.

The Issuer will undertake to indemnify each of the Agents against all Liabilities which any of them may suffer or incur or which may be made against any of them as a result of or in connection with their appointment or the exercise of their powers or performance of their duties under the Paying Agency Agreement except as may directly result from wilful default, gross negligence or fraud on the part of the Agents or any of them.

The Issuer will undertake to pay to the Paying Agent, the Registrar, the Agent Bank and any successor Agent (as the case may be) any legal, advertising, postage, fax and other communication expenses properly incurred and documented by the Agents in connection with their services and such other fees and commissions in respect of the services of the Agents as agreed between the Issuer and the Paying Agent, the Registrar, the Agent Bank and any successor Agent.

The Paying Agency Agreement and all non-contractual matters arising from or connected with it will be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales will have exclusive jurisdiction to hear any disputes that may arise in connection therewith.

### Swap Agreement

The Issuer entered into the Swap Agreement with the Interest Rate Swap Counterparty on 1 October 2020. On or about 1 October 2020, the Issuer and the Interest Rate Swap Counterparty entered into the first Interest Rate Swap Transaction and (if required) on each Further Purchase Date, the Issuer will enter into an Interest Rate Swap Transaction. The Swap Agreement will mitigate the floating interest rate risk on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes against the fixed rate income, payable under the Financing Contracts, to be received by the Issuer.

Under each Interest Rate Swap Transaction under the Swap Agreement, in respect of each Calculation Period (as defined in the relevant Interest Rate Swap Transaction), the following amounts will be calculated:

- (a) the amount produced by applying the Compounded Daily SONIA for the relevant Interest Period to the applicable notional amount of the Interest Rate Swap Transaction for that Calculation Period; and multiplying the resulting amount by the applicable day count fraction specified in the Interest Rate Swap Transaction (the "**Interest Period Swap Counterparty Amount**"); and
- (b) the amount produced by applying a fixed rate to the applicable notional amount of the Interest Rate Swap Transaction for that Calculation Period and multiplying the resulting amount by the applicable day count fraction specified in the Interest Rate Swap Transaction (the "**Interest Period Issuer Amount**").

After these two amounts are calculated in relation to an Interest Period, the following payments will be made on the relevant Payment Date:

- (a) if the Interest Period Swap Counterparty Amount is greater than the Interest Period Issuer Amount, then the Interest Rate Swap Counterparty will pay the difference to the Issuer;
- (b) if the Interest Period Issuer Amount is greater than the Interest Period Swap Counterparty Amount, then the Issuer will pay the difference to the Interest Rate Swap Counterparty; and
- (c) if the two amounts are equal, neither party will make a payment to the other.

Each Interest Rate Swap Transaction will be governed by the terms of, and form a single agreement with, the Swap Agreement.

The Swap Notional Amount under each Interest Rate Swap Transaction is determined by reference to a fixed amortisation schedule. The amortisation schedule will be based on the expected repayment profile of the Purchased Receivables assuming a zero per cent. default and a ten per cent. prepayment scenario. The Swap Notional Amount under the Interest Rate Swap Transactions is independent from, and does not necessarily match to, the balance of the Purchased Receivables in the Portfolio for the related calculation period under the Interest Rate Swap Transactions.

During the Revolving Period, the Issuer may enter into further Interest Rate Swap Transactions pursuant to the terms of the Servicing Agreement on any Further Purchase Date on which the Issuer acquires Further Purchased Receivables from the Seller (see "*Summary of Principal Transaction Documents*" – "*Servicing Agreement*"). As set out in "*Summary of Principal Transaction Documents*" – "*Servicing Agreement*" – "*Adjustments to Swap Agreement*", such further Interest Rate Swap Transactions will be required to be entered into (if necessary) in order for the Swap Agreement to continue to reflect an expected repayment profile in respect of the Purchased Receivables of zero per cent. default and a ten per cent. prepayment scenario.

The Swap Transaction may not fully hedge the Issuer's interest rate risk as discussed under the section entitled "*Risk Factors – Interest Rate Risk*" above.

The Interest Rate Swap Counterparty (or its Swap Guarantor, where applicable) must be rated at least the Required Rating or the Second Required Rating (as applicable).

**"Required Rating"** means:

- (a) with respect to Moody's, the long-term, unsecured and unsubordinated debt or counterparty obligations must be rated at least "A3" by Moody's; or
- (b) with respect to S&P, the Initial S&P Global Required Rating.

**"Second Required Rating"** means with respect to Moody's, the long-term, unsecured and unsubordinated debt or counterparty obligations must be rated "Baa1" or above by Moody's and, with respect to S&P, the Subsequent S&P Global Required Rating.

Prior to the occurrence of an Event of Default or a Termination Event (in each case, as defined in the Swap Agreement), pursuant to the terms of the Swap Agreement, any payments under the Swap Agreement that are due on the same date and in the same currency will be made on a net basis on each Payment Date such that, on each Payment Date, a net amount will be due from the Issuer and/or the Interest Rate Swap Counterparty (as applicable).

Any payments (other than Subordinated Termination Payments) made by the Issuer under the Swap Agreement rank higher in priority than payments on the Notes and Residual Certificates. Payments by the Interest Rate Swap Counterparty to the Issuer under the Swap Agreement will be made into the Issuer Account and will, to the extent necessary, be increased to ensure that such payments are free and clear of all taxes, other than withholding taxes imposed under FATCA.

Events of Default (as defined in the Swap Agreement) in respect of the Swap Agreement that are applicable to the Issuer and/or the Interest Rate Swap Counterparty (as applicable) include, among other things:

- (a) failure to make a payment under the Swap Agreement when due (taking into account any applicable grace periods); or
- (b) the occurrence of certain bankruptcy and insolvency events.

Termination Events (as defined in the Swap Agreement) in respect of the Swap Agreement that are applicable to the Issuer and/or the Interest Rate Swap Counterparty (as applicable) include, among other things:

- (a) a change of law results in the obligations of one of the parties becoming illegal;
- (b) an Enforcement Notice is served on the Issuer by the Trustee;
- (c) the Issuer serves a notice upon the Noteholders of its intention to redeem the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes in whole pursuant to Condition 7.3 (*Redemption and Cancellation - Optional Redemption in Whole*) (or such Notes are redeemed in whole for any reason or notice is given of any such redemption);
- (d) if the whole or any part of the Portfolio is sold or otherwise disposed of by the Issuer;



- (e) any amendment to the Transaction Documents (other than with the prior written consent of the Interest Rate Swap Counterparty) the effect of which is to affect the amount, timing or priority of any payments or deliveries due to be made by or to the Interest Rate Swap Counterparty;
- (f) failure of the Interest Rate Swap Counterparty to take certain actions if its credit rating, or where applicable, the credit rating of the relevant Swap Guarantor, falls below the Required Rating or the Second Required Rating (as applicable). If the Interest Rate Swap Counterparty or, where applicable, the credit rating of the relevant Swap Guarantor, does not have the Required Rating or the Second Required Rating (as applicable), it may or shall be required to post Swap Collateral as calculated in accordance with the Swap Credit Support Document. The Interest Rate Swap Counterparty may or shall also (as an additional or alternative measure) take one of the following actions:
  - (i) obtain a guarantee from a Swap Guarantor or procure another Person to become a co-obligor from an institution with the Required Rating or the Second Required Rating (as applicable);
  - (ii) assign its rights and obligations under the Swap Agreement to a Replacement Swap Counterparty with the Required Rating or the Second Required Rating (as applicable) and subject to such Replacement Swap Counterparty meeting certain conditions in accordance with the Swap Agreement; or
  - (iii) take any such action as may be agreed with Moody's and S&P;
- (g) if at any time the Applicable Benchmark Rate in respect of the Notes is changed and the Alternative Benchmark Rate is different to the Floating Rate (as defined in the Swap Agreement);
- (h) if any of the representations that the Issuer makes, with regards to it being a "non-financial counterparty" (as such term is defined under EMIR) and not subject to the clearing obligation pursuant to EMIR in respect of any Interest Rate Swap Transaction, proves to have been incorrect or misleading in any material respect when made (or deemed repeated) by the Issuer;
- (i) if (i) any amendment, modification or waiver is made to the underlying securitisation transaction, or (ii) any transaction party (other than the Interest Rate Swap Counterparty), breaches any of its obligation under the Transaction Documents that would, in the opinion of the Interest Rate Swap Counterparty acting reasonably, cause the Interest Rate Swap Counterparty to breach the requirements of the Securitisation Regulation that apply to it in its capacity as Interest Rate Swap Counterparty in respect of the underlying securitisation transaction, including the regulatory technical standards and any other subordinate regulation thereunder or regulatory guidance in relation thereto published by the EBA, the European Securities and Markets Authority (or, in either case, any predecessor authority), the European Commission, the Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht – BaFin) or by the FCA, or if the Interest Rate Swap Counterparty (in its capacity as Interest Rate Swap Counterparty in respect of the underlying securitisation transaction) would be in breach of the Securitisation Regulation for any other reason (other than the Interest Rate Swap Counterparty's own action or inaction); or
- (j) if on any Payment Date after the end of the Revolving Period, the aggregate of the Swap Notional Amounts in respect of all Interest Rate Swap Transactions exceeds or would exceed the expected Aggregate Principal Balance on that Payment Date as determined by the Servicer in accordance with paragraph 23 of Schedule 3 (*Servicer Covenants*) of the Servicing Agreement.

In the case of any termination payment payable by the Issuer to the Interest Rate Swap Counterparty in accordance with limb (j) above, the Seller has undertaken to make (or procure) payment of such amount on behalf of the Issuer.

In accordance with the Swap Credit Support Document, Swap Collateral may be delivered in the form of cash. Cash amounts will be transferred to the Swap Collateral Cash Account and (to the extent Swap Collateral comprises securities in the future) securities will be transferred to the Swap Collateral Custody Account. Any reference to a Swap Collateral Cash Account or a Swap Collateral Custody Account and to payments from such account is deemed to be a reference to payments from such account as and when opened by the Cash Manager.

Cash and securities transferred as Swap Collateral to the Swap Collateral Cash Account or the Swap Collateral Custody Account (as applicable) (including all income and/or proceeds of redemption/liquidation in respect thereof) will only be available to be applied in returning Swap Collateral (and any interest or distributions on, or the proceeds of redemption or liquidation of, such Swap Collateral) to the Interest Rate Swap Counterparty and, in the event that the Swap Agreement is terminated early, in satisfaction of any amounts owing by the Interest Rate Swap Counterparty, in accordance with the terms and within the limits of the Swap Credit Support Document and the Cash Management Agreement. Amounts standing to the credit of the Swap Collateral Cash Account or the Swap Collateral Custody Account (as applicable) will only be available to the Transaction Creditors to the extent that such amounts are applied in or towards satisfaction of the Interest Rate Swap Counterparty's obligations to the Issuer upon termination of the Swap Agreement. Any Excess Swap Collateral shall not be available to Transaction Creditors and shall be returned to the Interest Rate Swap Counterparty. There may be circumstances where no amount is payable by the Interest Rate Swap Counterparty to the Issuer; in such circumstances,

any Swap Collateral will be returned by the Cash Manager to the Interest Rate Swap Counterparty directly in accordance with the terms of the Swap Credit Support Document.

Upon the occurrence of an Event of Default or a Termination Event (in each case, as defined in the Swap Agreement), the non-defaulting party or non-affected party may, in accordance with the provisions of the Swap Agreement, elect to terminate the Swap Agreement. If the Swap Agreement is terminated early due to such Event of Default or Termination Event, a Swap Termination Payment may be due to the Interest Rate Swap Counterparty by the Issuer out of its available funds or to the Issuer by the Interest Rate Swap Counterparty. The Swap Termination Payment will be calculated and will be made in Sterling. The amount of any such Swap Termination Payment may be based on the actual cost or market quotations of the cost of entering into a similar Interest Rate Swap Transaction(s) or such other calculations as set out under the Swap Agreement, in each case in accordance with the procedures set forth in the Swap Agreement. Upon early termination, the Cash Manager shall also instruct the Account Bank to return any Excess Swap Collateral to the Interest Rate Swap Counterparty on the relevant Early Termination Date (as defined in the Swap Agreement).

In the event that the Interest Rate Swap Counterparty has paid an additional amount or received a lesser amount pursuant to Section 2(d)(i) of the Swap Agreement, the Issuer will undertake to appoint a firm of chartered accountants to take all reasonable steps to enquire with, or make any necessary application to, the relevant tax authorities in connection with any Tax Credits (as defined in the Swap Agreement) which may be made available to the Issuer in respect of such deduction or withholding. The Issuer further agrees that it shall, upon request by the Interest Rate Swap Counterparty following the date on which any such Tax Credit (as defined in the Swap Agreement) is made available to the Issuer, supply the Interest Rate Swap Counterparty with a reasonably detailed explanation of its calculation of the amount of any such Tax Credit (as defined in the Swap Agreement).

In the event that the Swap Agreement is terminated early and the Interest Rate Swap Counterparty is replaced by a Replacement Swap Counterparty, and a Replacement Swap Premium is received by the Issuer from the Replacement Swap Counterparty in this regard, any such Replacement Swap Premium shall be paid by the Cash Manager into the Swap Collateral Cash Account and shall be paid as soon as possible to the Interest Rate Swap Counterparty in satisfaction *pro tanto* of the Issuer's liability to pay any Swap Termination Payment to the Interest Rate Swap Counterparty. Any Replacement Swap Premium received from any Replacement Swap Counterparty shall not be included in the Available Revenue Receipts and shall not be applied under the Priority of Payments.

#### *Applicable Law and Jurisdiction*

The Swap Agreement and each Interest Rate Swap Transaction, and all non-contractual matters arising from or connected with them, will be governed by and construed in accordance with the laws of England and Wales.

## REGULATORY REQUIREMENTS

MNF, as originator, will retain a material net economic interest of not less than 5% of the nominal value of the securitised exposures in the securitisation as required by Article 6(1) of the Securitisation Regulation (as such article is interpreted and applied on the date hereof and not taking into account any relevant national measures). As at the Closing Date and so long as any Notes remain outstanding, such interest will be comprised of randomly selected Receivables with an aggregate Principal Balance equal to at least 5% of the Principal Balance of the Purchased Receivables in the Portfolio in accordance with Article 6(3)(c) of the Securitisation Regulation. MNF will confirm its ongoing retention of the net economic interest described above in the Investor Reports and any change to the manner in which such interest is held will be notified to Noteholders. MNF has provided corresponding undertakings with respect to the interest to be retained by it to the Joint Lead Managers in the Subscription Agreement.

The Purchased Receivables have not been selected to be sold to the Issuer with the aim of rendering losses on the Purchased Receivables sold to the Issuer, measured over a period of four years, higher than the losses over the same period on comparable assets held on the balance sheet of MNF in accordance with Article 6(2) of the Securitisation Regulation.

The Purchased Receivables in the Portfolio are homogeneous for purposes of Article 20(8) of the Securitisation Regulation and Commission Delegated Regulation (EU) 2019/1851 of 28 May 2019 with regard to regulatory technical standards on the homogeneity of the underlying exposures in securitisation and supplementing the Securitisation Regulation, on the basis that all Purchased Receivables in the Portfolio: (i) have been underwritten by MNF in accordance with similar underwriting standards applying similar approaches with respect to the assessment of a potential Obligor's credit risk; (ii) are auto loans entered into substantially on the terms of similar standard documentation, being the Standard Form Contracts; (iii) are serviced by the Servicer pursuant to the servicing agreement in accordance with similar servicing procedures with respect to monitoring, collections and administration of cash receivables generated from the loans; and (iv) form one asset category, namely auto loans originated in England, Wales and Scotland.

Any material change to the Seller's policies and procedures after the date of this Prospectus which would affect the homogeneity (as determined in accordance with Article 20(8) of the Securitisation Regulation) of the Purchased Receivables comprising the Portfolio or which would materially affect the overall credit risk or the expected average performance of the Portfolio will (to the extent such change affects the Purchased Receivables included in the Portfolio) be disclosed (along with explanation of the rationale for such changes being made) to investors by the Seller without undue delay.

The Seller's rights and obligations to sell the Purchased Receivables to the Issuer and/or repurchase the Purchased Receivables from the Issuer pursuant to the Receivables Purchase Agreement do not constitute active portfolio management for purposes of Article 20(7) of the Securitisation Regulation.

For further information on the requirements referred to above and below in this section "*Regulatory Requirements*" and the corresponding risks, please refer to the Risk Factors entitled "*Regulatory initiatives may have an adverse impact on the regulatory treatment of the Notes*" and "*Securitisation Regulation Risk Factor*".

### Designation

For the purposes of Article 7(2) of the Securitisation Regulation, MNF (as originator) has been designated as the entity responsible for compliance with the requirements of Article 7 and will either fulfil such requirements specified below itself or shall procure that such requirements are complied with on its behalf provided that MNF will not be in breach of such undertaking if it fails to so comply due to events, actions or circumstances beyond its control after having used best efforts to comply with the relevant requirements applicable to it under the Securitisation Regulation. For the purposes of Article 22(5) of the Securitisation Regulation, MNF is the entity responsible for compliance with Article 7(2).

### Reporting under the Securitisation Regulation

MNF (as originator) will undertake to the Issuer in the Receivables Purchase Agreement that it will (and in the case of items (b), (c), (e), (f) and (g) has made such materials available in draft form to investors pre-pricing of the Notes pursuant to Articles 22(3) and 22(4) of the Securitisation Regulation):

- (a) procure the publication of an investor report on at least a quarterly basis (and at the latest one month after the relevant Payment Date) on the website of European Data Warehouse at <https://editor.eurodw.eu/home/index> (or any other securitisation repository registered under Article 10 of the Securitisation Regulation, or, in the absence of a securitisation repository, any website from time to time provided that such replacement or additional website conforms to the requirements set out in Article 7(2) of the Securitisation Regulation), in each case in connection with MNF's obligations under Article 7(1)(e) of the Securitisation Regulation, which shall, at the Closing Date contain the information set out in the regulatory and implementing technical standards, in Commission Delegated Regulation (EU) 2020/1224 ("**SR Technical Standards**") and in the manner required by the SR Technical Standards;

- (b) procure the publication on at least a quarterly basis on each Payment Date or shortly thereafter (and at the latest one month after the relevant Payment Date and simultaneously with the investor report provided pursuant to paragraph (d) above) on the website of European Data Warehouse at <https://editor.eurodw.eu/home/index> (or any other securitisation repository registered under Article 10 of the Securitisation Regulation, or, in the absence of a securitisation repository, any website from time to time provided that such replacement or additional website conforms to the requirements set out in Article 7(2) of the Securitisation Regulation) of certain loan-by-loan information in relation to the Portfolio in respect of the relevant Monthly Period (the "**Loan-by-Loan Information**") as required by and in accordance with Article 7(1)(a) of the Securitisation Regulation which shall, at the Closing Date, contain the information set out in the SR Technical Standards and in the manner required by the SR Technical Standards;
- (c) procure that the STS Notification is made available within 15 days of the Closing Date via the website of European DataWarehouse at <https://editor.eurodw.eu/home/index> (or any other securitisation repository registered under Article 10 of the Securitisation Regulation, or, in the absence of a securitisation repository, any website from time to time provided that such replacement or additional website conforms to the requirements set out in Article 7(2) of the Securitisation Regulation) in accordance with Article 7(1)(d) of the Securitisation Regulation;
- (d) procure the publication on the website of European DataWarehouse at <https://editor.eurodw.eu/home/index> (or any other securitisation repository registered under Article 10 of the Securitisation Regulation, or, in the absence of a securitisation repository, any website from time to time provided that such replacement or additional website conforms to the requirements set out in Article 7(2) of the Securitisation Regulation) any information required to be reported pursuant to Articles 7(1)(f) or 7(1)(g) (as applicable) of the Securitisation Regulation without delay;
- (e) procure that copies of the documents required pursuant to Article 7(1)(b) of the Securitisation Regulation (including the Transaction Documents, this Prospectus and any supplements thereto) are made available prior to the pricing of the Notes (and in final form within 15 days following the issuance of the Notes), via the website of European DataWarehouse at <https://editor.eurodw.eu/home/index> (or any other securitisation repository registered under Article 10 of the Securitisation Regulation, or, in the absence of a securitisation repository, any website from time to time provided that such replacement or additional website conforms to the requirements set out in Article 7(2) of the Securitisation Regulation);
- (f) make available, to the extent required by Article 22(1) of the Securitisation Regulation static and dynamic historical performance data in relation to the Purchased Receivables and ensure that such information covers a period of at least five years; and
- (g) make available to the holders of the Notes a cash flow model, either directly or indirectly through one or more entities which provide such cash flow models to investors and MNF in its capacity as originator shall procure that such cash flow model (i) precisely represents the contractual relationship between the Purchased Receivables and the payments flowing between the Seller, investors in the Notes and Residual Certificates, other third parties and the Issuer, and (ii) is made available to investors in the Notes before pricing of the Notes and on an ongoing basis and to potential investors in the Notes upon request.

The information set out above shall be published on the website of European DataWarehouse at <https://editor.eurodw.eu/home/index>, being a website which conforms with the requirements set out in Article 7(2) of the Securitisation Regulation. For the avoidance of doubt, such website and the contents thereof do not form part of this Prospectus.

For the avoidance of doubt, the Cash Manager does not have any responsibility for the Issuer's compliance with its obligation to assist the Seller nor for the Seller's obligation to comply with the requirements of Article 7 of the Securitisation Regulation.

Within 15 Business Days of the Closing Date, it is intended that the Seller (as Originator) will submit an STS Notification to ESMA. Each prospective investor is required to independently assess and determine the sufficiency of the information described above and in the Prospectus generally for the purposes of complying with the Securitisation Regulation and any corresponding national measures which may be relevant and none of the Issuer or the Seller makes any representation that the information described above or in the Prospectus is sufficient in all circumstances for such purposes.

Please also see the section of this Prospectus entitled "*The Provisional Portfolio – Verification of Data*".

### **Environmental Performance Reporting**

For the purposes of compliance with Article 22(4) of the Securitisation Regulation, MNF confirms, so far as it is aware, information on environmental performance of the underlying vehicles relating to the Receivables is not available to be reported on pursuant to Article 22(4). MNF confirms that once information on environmental performance of the underlying vehicles relating to the Receivables is available and able to be reported, it will make such information available to investors on an ongoing basis in compliance with the requirements of Article 22(4) of the Securitisation Regulation.

**Disclosure of modifications to the Priority of Payments**

Any events which trigger changes to any Priority of Payments and any changes to Priority of Payments which will materially adversely affect the repayment of the Notes shall be disclosed without undue delay to the extent required under Article 21(9) of the Securitisation Regulation.

**Mitigation of interest rate risks**

The Purchased Receivables and the Notes are affected by interest rate risks (see "*Interest rate risk*" and "*The market continues to develop in relation to SONIA as a reference rate in the capital markets*" in the Risk Factors section of this Prospectus). The Issuer aims to hedge the relevant interest rate exposures in respect of the receivables and the notes, as applicable, by entering into the Swap Agreement (see "*Summary of Principal Transaction Documents - Swap Agreement*" in this Prospectus).

Except for the purpose of hedging interest-rate risk, the Issuer has not entered into derivative contracts, for purposes of Article 21(2) of the Securitisation Regulation.

**Eurosystem eligibility**

In November 2015, the ECB published amending Guideline (EU) 2016/64, which amended the definition of "leasing receivables" to mean "the scheduled and contractually mandated payments by the lessee to the lessor under the term of a lease agreement. Residual values are not leasing receivables. Personal Contract Purchase (PCP) agreements, i.e. agreements pursuant to which the obligor may exercise its option: (a) to make a final payment to acquire full legal title of the goods; or (b) to return the goods in settlement of the agreement; are assimilated to leasing agreements". Consequently, if any receivables under PCP agreements were to be regarded as residual values, then they would not be considered to be "leasing receivables" and the Notes would therefore not be recognised as Eurosystem eligible collateral. See also the risk factor "*Risk Relating to Characteristics of the Notes – Absence of a Secondary Market*".

**THE PROVISIONAL PORTFOLIO**

The characteristics set forth in this section are based on the Receivables balance as at the Provisional Portfolio Date by application of certain selection criteria. The actual Purchased Receivables to be acquired by the Issuer on the Closing Date will be randomly selected from the Receivables contained in the Provisional Portfolio. The Initial Purchased Receivables Pool purchased on the Closing Date will have an Aggregate Principal Balance of £583,754,049.

The Seller will undertake in the Receivables Purchase Agreement that it will retain, a material net economic interest of at least 5% in the securitisation (for the life of the transaction) in accordance with Article 6 of the Securitisation Regulation (which does not take into account any corresponding national measures). As at the Closing Date, such interest will be comprised of randomly selected Receivables with an aggregate Principal Balance equal to at least 5% of the Principal Balance of the Purchased Receivables in the Portfolio in accordance with Article 6(3)(c) of the Securitisation Regulation. See "*Regulatory Requirements*".

The statistical distribution of the characteristics of the Initial Purchased Receivables Pool as at the Closing Date will vary from the statistical distribution of those characteristics as at the Provisional Portfolio Date and the Initial Cut-Off Date illustrated in the tables below.

The Provisional Portfolio had the aggregate characteristics indicated in Tables 1 to 29 below as at the Provisional Portfolio Date.

Each number in the tables is rounded to the level shown; therefore the totals of the numbers shown may be slightly different from the column totals.

**COMPOSITION OF THE PROVISIONAL PORTFOLIO  
AS AT THE PROVISIONAL PORTFOLIO DATE**

**Stratification Tables**

1. Summary Pool Information

<b>Current Principal Balance (£)</b>	583,754,049.35
<b>Number of Loans</b>	64,846
<b>Average Loan Size</b>	9,002
<b>Weighted Average Effective Rate</b>	10.68%
<b>Weighted Average Original LTV</b>	89.75%
<b>Weighted Average Remaining Term (months)</b>	44.84
<b>Weighted Average Seasoning (months)</b>	7.82

2. Breakdown by Product Description

<b>Product Description</b>	<b>Current Principal Balance (£)</b>	<b>Current Principal Balance (%)</b>	<b>Number of Loans</b>	<b>Number of Loans (%)</b>	<b>Balloon Balance</b>
Hire Purchase	437,090,942.08	74.88%	53,485	82.48%	-
PCP Product	145,845,181.70	24.98%	11,318	17.45%	69,751,852.71
Hire Purchase with Balloon	817,925.57	0.14%	43	0.07%	483,064.96
<b>Total</b>	<b>583,754,049.35</b>	<b>100.00%</b>	<b>64,846</b>	<b>100.00%</b>	<b>70,234,917.67</b>

## 3. Breakdown by Goods Description

Goods Description	Current Principal Balance (£)	Current Principal Balance (%)	Number of Loans	Number of Loans (%)
Used Cars	489,750,030.28	83.90%	54,116	83.5%
Used Light Commercial	69,217,333.06	11.86%	7,787	12.0%
New Light Commercial	10,034,154.03	1.72%	714	1.1%
Used Motorcycles	7,274,051.14	1.25%	1,365	2.1%
New Cars	4,248,871.02	0.73%	311	0.5%
New Motorcycles	3,229,609.82	0.55%	553	0.9%
<b>Total</b>	<b>583,754,049.35</b>	<b>100.00%</b>	<b>64,846</b>	<b>100.0%</b>

Used Vehicles (Cars, LCV's, Motorcycles) 97.00%

Motorcycle Contracts 1.80%

## 4. Breakdown by Current Principal Balance

Current Principal Balance Range	Current Principal Balance (£)	Current Principal Balance (%)	Number of Loans	Number of Loans (%)
£0k< Current Balance ≤ £5k	43,817,194.83	7.51%	12,054	18.59%
£5k< Current Balance ≤ £10k	232,813,648.56	39.88%	31,126	48.00%
£10k< Current Balance ≤ £15k	186,906,963.49	32.02%	15,500	23.90%
£15k< Current Balance ≤ £20k	72,763,180.50	12.46%	4,305	6.64%
£20k< Current Balance ≤ £25k	25,180,618.72	4.31%	1,136	1.75%
£25k< Current Balance ≤ £30k	11,218,263.77	1.92%	415	0.64%
£30k< Current Balance ≤ £35k	5,222,481.11	0.89%	162	0.25%
£35k< Current Balance ≤ £40k	3,570,414.21	0.61%	96	0.15%
£40k< Current Balance ≤ £45k	1,644,766.68	0.28%	39	0.06%
£45k< Current Balance ≤ £50k	616,517.48	0.11%	13	0.02%
<b>Total</b>	<b>583,754,049.35</b>	<b>100.00%</b>	<b>64,846</b>	<b>100.00%</b>

Minimum Current Principal Balance (£)	797.06
Maximum Current Principal Balance (£)	49,178.05
Average Current Principal Balance (£)	9,002.16

## 5. Breakdown by Original Principal Balance

Original Principal Balance Range	Current Principal Balance (£)	Current Principal Balance (%)	Number of Loans	Number of Loans (%)
£0k< Original Balance <= £5k	29,834,006.30	5.11%	9,018	13.91%
£5k< Original Balance <= £10k	182,331,288.89	31.23%	27,122	41.83%
£10k< Original Balance <= £15k	204,262,247.03	34.99%	19,118	29.48%
£15k< Original Balance <= £20k	102,213,509.16	17.51%	6,765	10.43%
£20k< Original Balance <= £25k	33,044,146.40	5.66%	1,675	2.58%
£25k< Original Balance <= £30k	16,302,755.13	2.79%	668	1.03%
£30k< Original Balance <= £35k	6,361,585.11	1.09%	221	0.34%
£35k< Original Balance <= £40k	4,763,474.94	0.82%	142	0.22%
£40k< Original Balance <= £45k	2,777,561.30	0.48%	73	0.11%
£45k< Original Balance <= £50k	1,863,475.09	0.32%	44	0.07%
	<b>583,754,049.35</b>	<b>100.00%</b>	<b>64,846</b>	<b>100.00%</b>

Minimum Original Principal Balance (£)	1,358.00
Maximum Original Principal Balance (£)	50,000.00
Average Original Principal Balance (£)	10,169.77

## 6. Breakdown by Original LTV

Original LTV Range (%)	Current Principal Balance (£)	Current Principal Balance (%)	Number of Loans	Number of Loans (%)
0%< OLTV <= 10%	5,431.15	0.00%	2	0.00%
10%< OLTV <= 20%	268,444.05	0.05%	85	0.13%
20%< OLTV <= 30%	1,645,514.63	0.28%	432	0.67%
30%< OLTV <= 40%	4,608,478.54	0.79%	999	1.54%



Original LTV Range (%)	Current Principal Balance (£)	Current Principal Balance (%)	Number of Loans	Number of Loans (%)
40% < OLV <= 50%	11,175,424.41	1.91%	1,856	2.86%
50% < OLV <= 60%	20,619,630.56	3.53%	2,946	4.54%
60% < OLV <= 70%	35,417,646.06	6.07%	4,479	6.91%
70% < OLV <= 80%	61,636,002.90	10.56%	7,005	10.80%
80% < OLV <= 90%	108,903,648.98	18.66%	11,326	17.47%
90% < OLV <= 100%	164,478,843.69	28.18%	16,382	25.26%
100% < OLV <= 110%	140,888,113.92	24.13%	14,907	22.99%
110% < OLV <= 120%	32,695,521.82	5.60%	4,118	6.35%
120% < OLV <= 130%	1,411,348.64	0.24%	309	0.48%
<b>Total</b>	<b>583,754,049.35</b>	<b>100.00%</b>	<b>64,846</b>	<b>100.00%</b>

Minimum Original LTV (%) 6.69%

Maximum Original LTV (%) 124.98%

Weighted Average Original LTV (%) 89.75%

7. Breakdown by Effective APR

Effective APR Range (%)	Current Principal Balance (£)	Current Principal Balance (%)	Number of Loans	Number of Loans (%)
3% < APR <= 6%	20,720,668.21	3.55%	1,604	2.47%
6% < APR <= 9%	162,723,792.79	27.88%	15,028	23.17%
9% < APR <= 12%	211,949,119.73	36.31%	23,267	35.88%
12% < APR <= 15%	151,749,241.53	26.00%	18,872	29.10%
15% < APR <= 18%	31,807,146.03	5.45%	4,944	7.62%
18% < APR <= 21%	4,294,728.72	0.74%	909	1.40%
21% < APR <= 24%	456,258.32	0.08%	195	0.30%
24% < APR <= 27%	53,094.02	0.01%	27	0.04%
27% < APR <= 30%	-	0.00%	-	0.00%
30% < APR <= 33%	-	0.00%	-	0.00%
33% < APR <= 36%	-	0.00%	-	0.00%
36% < APR <= 39%	-	0.00%	-	0.00%

Effective APR Range (%)	Current Principal Balance (£)	Current Principal Balance (%)	Number of Loans	Number of Loans (%)
39% < APR <= 42%	-	0.00%	-	0.00%
42% < APR <= 45%	-	0.00%	-	0.00%
45% < APR <= 48%	-	0.00%	-	0.00%
<b>Total</b>	<b>583,754,049.35</b>	<b>100.00%</b>	<b>64,846</b>	<b>100.00%</b>

Minimum Effective Rate (%) 4.94%

Maximum Effective Rate (%) 24.97%

Weighted Average Effective Rate (%) 10.68%

8. Breakdown by Region

Region	Current Principal Balance (£)	Current Principal Balance (%)	Number of Loans	Number of Loans (%)
North West	63,021,010.82	10.80%	7,036	10.85%
South East	68,200,357.47	11.68%	7,352	11.34%
South West	59,417,461.48	10.18%	6,889	10.62%
London	53,829,611.27	9.22%	5,188	8.00%
East of England	58,430,941.09	10.01%	6,313	9.74%
Yorkshire & Humberside	62,053,463.39	10.63%	6,963	10.74%
West Midlands	43,444,817.14	7.44%	5,023	7.75%
Scotland	54,414,769.40	9.32%	6,110	9.42%
Wales	41,726,592.85	7.15%	4,885	7.53%
East Midlands	51,790,721.64	8.87%	5,870	9.05%
North East	27,424,302.80	4.70%	3,217	4.96%
<b>Total:</b>	<b>583,754,049.35</b>	<b>100.00%</b>	<b>64,846</b>	<b>100.00%</b>

9. Breakdown by Loan Origination Year

Loan origination year	Current Principal Balance (£)	Current Principal Balance (%)	Number of Loans	Number of Loans (%)
2019	345,605,453.76	59.20%	38,264	59.01%
2020	238,148,595.59	40.80%	26,582	40.99%
<b>Total:</b>	<b>583,754,049.35</b>	<b>100.00%</b>	<b>64,846</b>	<b>100.00%</b>

## 10. Breakdown by Original Term

Original Term Range (number of months)	Current Principal Balance (£)	Current Principal Balance (%)	Number of Loans	Number of Loans (%)
15 < Term <= 19	25,085.73	0.00%	6	0.01%
19 < Term <= 24	3,792,594.64	0.65%	1,069	1.65%
24 < Term <= 29	421,872.46	0.07%	120	0.19%
29 < Term <= 34	1,125,468.99	0.19%	257	0.40%
34 < Term <= 39	59,249,225.27	10.15%	9,360	14.43%
39 < Term <= 44	5,610,351.52	0.96%	775	1.20%
44 < Term <= 49	212,320,722.48	36.37%	21,331	32.89%
49 < Term <= 54	3,693,176.50	0.63%	460	0.71%
54 < Term <= 59	1,137,418.66	0.19%	131	0.20%
>= 60	296,378,133.10	50.77%	31,337	48.33%
<b>Total</b>	<b>583,754,049.35</b>	<b>100.00%</b>	<b>64,846</b>	<b>100.00%</b>

Minimum Original Term (months)	18
Maximum Original Term (months)	60
Weighted Average Original Term (months)	52.91

## 11. Breakdown by Remaining Term

Remaining Term Range (number of months)	Current Principal Balance (£)	Current Principal Balance (%)	Number of Loans	Number of Loans (%)
0 < Remaining Term <= 11	122,626.07	0.02%	26	0.04%
11 < Remaining Term <= 23	10,063,613.73	1.72%	1,830	2.82%
23 < Remaining Term <= 35	82,925,398.12	14.21%	11,456	17.67%
35 < Remaining Term <= 47	219,546,705.33	37.61%	22,466	34.65%
47 < Remaining Term <= 59	271,095,706.10	46.44%	29,068	44.83%
<b>Total</b>	<b>583,754,049.35</b>	<b>100.00%</b>	<b>64,846</b>	<b>100.00%</b>

Minimum Remaining Term (months)	7
Maximum Remaining Term (months)	59
Weighted Average Remaining Term (months)	44.84

## 12. Breakdown by Seasoning

Seasoning (number of months)	Current Principal Balance (£)	Current Principal Balance (%)	Number of Loans	Number of Loans (%)
0	-	0.00%	-	0.00%
1	30,120,644.49	5.16%	2,871	4.43%
2	38,338,519.92	6.57%	3,820	5.89%
3	15,287,032.93	2.62%	1,652	2.55%
4	26,154,308.76	4.48%	3,311	5.11%
5	56,559,336.42	9.69%	6,674	10.29%
6	52,137,915.66	8.93%	6,156	9.49%
7	38,645,113.86	6.62%	4,637	7.15%
8	45,380,724.46	7.77%	5,882	9.07%
9	68,285,386.60	11.70%	8,532	13.16%
10	74,007,527.97	12.68%	8,255	12.73%
11	42,063,596.37	7.21%	4,196	6.47%
12	38,311,449.61	6.56%	3,698	5.70%
13	27,373,585.22	4.69%	2,428	3.74%
14	21,533,746.26	3.69%	1,886	2.91%
15	9,516,478.23	1.63%	844	1.30%
16	38,682.59	0.01%	4	0.01%
<b>Total:</b>	<b>583,754,049.35</b>	<b>100.00%</b>	<b>64,846</b>	<b>100.00%</b>

Minimum Seasoning (months) 1

Maximum Seasoning (months) 16

Weighted Average Seasoning (months) 7.82

## 13. Breakdown by New/Used Flag

New/Used Flag	Current Principal Balance (£)	Current Principal Balance (%)	Number of Loans	Number of Loans (%)
Used	566,241,414.48	97.00%	63,268	97.57%
New	17,512,634.87	3.00%	1,578	2.43%
<b>Total:</b>	<b>583,754,049.35</b>	<b>100.00%</b>	<b>64,846</b>	<b>100.00%</b>

## 14. Breakdown by Age of Car

Age of Car Range (months)	Current Principal Balance (£)	Current Principal Balance (%)	Number of Loans	Number of Loans (%)
0 <= Age <= 11	18,281,519.17	3.13%	1684	2.60%
11 < Age <= 23	54,632,726.47	9.36%	4545	7.01%
23 < Age <= 35	69,313,759.19	11.87%	6227	9.60%
35 < Age <= 47	120,201,355.52	20.59%	11915	18.37%
47 < Age <= 59	138,171,584.03	23.67%	14765	22.77%
59 < Age <= 71	77,344,053.38	13.25%	9185	14.16%
71 < Age <= 83	43,314,322.74	7.42%	5887	9.08%
83 < Age <= 95	28,850,199.49	4.94%	4280	6.60%
95 < Age <= 107	16,433,317.49	2.82%	2781	4.29%
107 < Age <= 119	9,209,514.16	1.58%	1829	2.82%
119 < Age <= 131	5,374,567.72	0.92%	1132	1.75%
131 < Age <= 143	1,679,496.98	0.29%	407	0.63%
143 < Age <= 155	793,258.14	0.14%	177	0.27%
155 < Age <= 167	154,374.87	0.03%	32	0.05%
<b>Total</b>	<b>583,754,049.35</b>	<b>100.00%</b>	<b>64,846</b>	<b>100.00%</b>

Minimum Age of Car (months) 0

Maximum Age of Car (months) 163

Weighted Average Age of Car (months) 51.91

## 15. Breakdown by Make of Car

Make of Car	Current Principal Balance (£)	Current Principal Balance (%)	Number of Loans	Number of Loans (%)
FORD	105,538,817.37	18.08%	12,092	18.65%
VAUXHALL	45,031,480.60	7.71%	6,363	9.81%
BMW	54,110,745.56	9.27%	5,134	7.92%
AUDI	46,400,897.05	7.95%	4,549	7.02%
MERCEDES-BENZ	59,032,659.63	10.11%	4,960	7.65%
VOLKSWAGEN	36,270,635.47	6.21%	4,106	6.33%
NISSAN	32,192,879.91	5.51%	3,848	5.93%
LAND ROVER	36,658,693.10	6.28%	2,238	3.45%

Make of Car	Current Principal Balance (£)	Current Principal Balance (%)	Number of Loans	Number of Loans (%)
PEUGEOT	16,381,536.02	2.81%	2,291	3.53%
RENAULT	16,108,383.57	2.76%	2,153	3.32%
CITROEN	13,996,628.19	2.40%	1,979	3.05%
KIA	14,986,119.49	2.57%	1,670	2.58%
HYUNDAI	11,494,803.57	1.97%	1,398	2.16%
JAGUAR	8,889,642.51	1.52%	729	1.12%
MINI	7,744,740.15	1.33%	1,073	1.65%
HONDA	5,850,507.07	1.00%	925	1.43%
TOYOTA	5,617,133.06	0.96%	773	1.19%
SEAT	7,513,262.71	1.29%	994	1.53%
MITSUBISHI	5,956,163.70	1.02%	561	0.87%
VOLVO	7,630,361.98	1.31%	799	1.23%
OTHER	46,347,958.64	7.94%	6,211	9.58%
<b>Total:</b>	<b>583,754,049.35</b>	<b>100.00%</b>	<b>64,846</b>	<b>100.00%</b>

## 16. Breakdown by Fuel Type

Fuel Type	Current Principal Balance (£)	Current Principal Balance (%)	Number of Loans	Number of Loans (%)
Diesel	379,781,155.00	65.06%	39,123	60.33%
Petrol	181,201,061.05	31.04%	22,856	35.25%
N/A	10,641,041.34	1.82%	1,924	2.97%
Petrol/Electric	9,144,665.19	1.57%	743	1.15%
Electric	2,210,143.43	0.38%	136	0.21%
Diesel/Electric	721,642.24	0.12%	60	0.09%
Petrol/Ethanol	46,858.38	0.01%	3	0.00%
Petrol/Natural Gas	7,482.72	0.00%	1	0.00%
<b>Total:</b>	<b>583,754,049.35</b>	<b>100.00%</b>	<b>64,846</b>	<b>100.00%</b>

## 17. Breakdown by Make Diesel

Make Diesel	Current Principal Balance (£)	Current Principal Balance (%)	Number of Loans	Number of Loans (%)
FORD	65,060,844.23	17.13%	6,981	17.84%

Make Diesel	Current Principal Balance (£)	Current Principal Balance (%)	Number of Loans	Number of Loans (%)
BMW	40,785,145.20	10.74%	3,940	10.07%
AUDI	32,854,370.73	8.65%	3,227	8.25%
MERCEDES-BENZ	47,609,045.08	12.54%	4,095	10.47%
VAUXHALL	19,676,089.18	5.18%	2,644	6.76%
LAND ROVER	35,340,171.11	9.31%	2,183	5.58%
VOLKSWAGEN	26,261,239.77	6.91%	2,924	7.47%
NISSAN	20,773,712.15	5.47%	2,380	6.08%
CITROEN	9,959,402.75	2.62%	1,315	3.36%
RENAULT	11,458,422.28	3.02%	1,481	3.79%
PEUGEOT	10,687,502.43	2.81%	1,408	3.60%
KIA	9,662,765.98	2.54%	1,032	2.64%
HYUNDAI	6,702,164.07	1.76%	751	1.92%
VOLVO	6,666,110.33	1.76%	715	1.83%
JAGUAR	7,504,561.19	1.98%	646	1.65%
SKODA	3,089,247.46	0.81%	382	0.98%
MINI	2,855,110.88	0.75%	420	1.07%
SEAT	3,111,353.63	0.82%	388	0.99%
MAZDA	2,281,512.92	0.60%	284	0.73%
MITSUBISHI	3,211,582.81	0.85%	324	0.83%
OTHER	14,230,800.82	3.75%	1,603	4.10%
<b>Total:</b>	<b>379,781,155.00</b>	<b>100.00%</b>	<b>39,123</b>	<b>100.00%</b>

## 18. Breakdown by Dealer

Dealer Name (Top 30)	Current Principal Balance (£)	Current Principal Balance (%)	Number of Loans	Number of Loans (%)
Arnold Clark Automobiles Ltd	34,326,385.15	5.88%	3,714	5.73%
Car Giant	19,000,010.90	3.25%	1,909	2.94%
Motion Finance 2017 Limited	6,999,207.01	1.20%	968	1.49%
Carbase (Bristol)	5,750,593.16	0.99%	632	0.97%
Car Shop Swindon (Site 1)	8,234,413.52	1.41%	849	1.31%

Dealer Name (Top 30)	Current Principal Balance (£)	Current Principal Balance (%)	Number of Loans	Number of Loans (%)
Ron Skinner & Sons Ltd	4,408,797.44	0.76%	512	0.79%
DSG Financial Services Limited	8,730,480.28	1.50%	866	1.34%
Saxton 4x4 Limited	6,934,969.02	1.19%	291	0.45%
Vans Direct Ltd	-	0.00%	-	0.00%
Big Motoring World (West Malling )	-	0.00%	-	0.00%
Big Motoring World (Blue Bell Hill)	4,427,380.9	0.76%	365	0.56%
LMC Cars Limited	1,383,826.95	0.24%	124	0.19%
Car Shop Cardiff	6,159,115.14	1.06%	633	0.98%
European Vehicle Contracts Ltd	1,665,481.39	0.29%	185	0.29%
Car Shop Warrington	4,709,860.04	0.81%	501	0.77%
Evolution Funding Limited (APR)	13,845,156.80	2.37%	1,571	2.42%
Mann Island Finance Limited	3,247,195.49	0.56%	312	0.48%
Stebbins Car Centre Ltd	2,122,131.04	0.36%	214	0.33%
Sascron Limited	1,932,851.09	0.33%	198	0.31%
Anglo Scottish Asset Finance Limited	2,492,129.28	0.43%	243	0.37%
Car Shop Wakefield	2,684,162.10	0.46%	274	0.42%
Car Shop Norwich	2,652,775.46	0.45%	277	0.43%
The Car Sales Company Bury Ltd	1,699,588.69	0.29%	159	0.25%
Meridian Finance Partners Ltd RBP	-	0.00%	-	0.00%
Car Shop Northampton (Site 1)	2,463,962.00	0.42%	232	0.36%
Car Shop Northampton (Site 2)	2,361,851.80	0.40%	222	0.34%
Car Shop Doncaster	3,865,467.58	0.66%	372	0.57%
Car Shop Sheffield	5,768,556.03	0.99%	646	1.00%
Motor Depot Limited Hull (Telesales) RBP	1,711,092.96	0.29%	158	0.24%



Dealer Name (Top 30)	Current Principal Balance (£)	Current Principal Balance (%)	Number of Loans	Number of Loans (%)
Vanwise Group Limited	2,750,249.42	0.47%	267	0.41%
Other	421,426,358.71	72.19%	48,152	74.26%
<b>Total:</b>	<b>583,754,049.35</b>	<b>100.00%</b>	<b>64,846</b>	<b>100.00%</b>

## 19. Breakdown by Dealer Grade

Dealer Grade	Current Principal Balance (£)	Current Principal Balance (%)	Number of Loans	Number of Loans (%)
A	218,697,682.10	37.46%	24,939	38.46%
B	147,704,845.11	25.30%	15,993	24.66%
C	22,939,284.67	3.93%	2,462	3.80%
D	2,699,236.56	0.46%	329	0.51%
F	258,480.24	0.04%	30	0.05%
N/A	191,454,520.67	32.80%	21,093	32.53%
<b>Total:</b>	<b>583,754,049.35</b>	<b>100.00%</b>	<b>64,846</b>	<b>100.00%</b>

## 20. Breakdown by Customer Type

Customer Type	Current Principal Balance (£)	Current Principal Balance (%)	Number of Loans	Number of Loans (%)
Person	549,685,005.04	94.16%	61,695	95.14%
Company	34,069,044.31	5.84%	3,151	4.86%
<b>Total:</b>	<b>583,754,049.35</b>	<b>100.00%</b>	<b>64,846</b>	<b>100.00%</b>

## 21. Breakdown by CCA Regulated

CCA Regulated	Current Principal Balance (£)	Current Principal Balance (%)	Number of Loans	Number of Loans (%)
Yes	550,476,565.96	94.30%	61,766	95.25%
No	33,277,483.39	5.70%	3,080	4.75%
<b>Total:</b>	<b>583,754,049.35</b>	<b>100.00%</b>	<b>64,846</b>	<b>100.00%</b>

## 22. Breakdown by Payment Method

Payment Method	Current Principal Balance (£)	Current Principal Balance (%)	Number of Loans	Number of Loans (%)
Direct Debit	583,754,049.35	100.00%	64,846	100.00%
<b>Total:</b>	<b>583,754,049.35</b>	<b>100.00%</b>	<b>64,846</b>	<b>100%</b>

## 23. Breakdown by Deposit

Deposit Range (£)	Current Principal Balance (£)	Current Principal Balance (%)	Number of Loans	Number of Loans (%)
<= 0	47,987,408.35	8.22%	5,719	8.82%
0 < Deposit <= 2,500	258,644,977.29	44.31%	32,028	49.39%
2,500 < Deposit <= 5,000	124,367,760.03	21.30%	13,309	20.52%
5,000 < Deposit <= 7,500	59,811,141.86	10.25%	6,150	9.48%
7,500 < Deposit <= 10,000	38,688,418.23	6.63%	3,586	5.53%
10,000 < Deposit <= 12,500	18,612,270.46	3.19%	1,601	2.47%
12,500 < Deposit <= 15,000	12,502,289.00	2.14%	1,003	1.55%
15,000 < Deposit <= 17,500	7,220,234.85	1.24%	529	0.82%
17,500 < Deposit <= 20,000	5,562,028.19	0.95%	360	0.56%
20,000 < Deposit <= 22,500	2,574,418.48	0.44%	166	0.26%
22,500 < Deposit <= 25,000	2,168,157.89	0.37%	127	0.20%
25,000 < Deposit <= 27,500	1,367,079.99	0.23%	68	0.10%
27,500 < Deposit <= 30,000	1,248,809.37	0.21%	61	0.09%
30,000 < Deposit <= 32,500	663,270.07	0.11%	33	0.05%
32,500 < Deposit <= 35,000	548,216.65	0.09%	29	0.04%
35,000 < Deposit <= 37,500	265,708.95	0.05%	15	0.02%
37,500 < Deposit <= 40,000	391,288.62	0.07%	15	0.02%
40,000 < Deposit <= 42,500	166,341.96	0.03%	8	0.01%
42,500 < Deposit <= 45,000	209,368.38	0.04%	8	0.01%
45,000 < Deposit <= 47,500	222,270.39	0.04%	9	0.01%

Deposit Range (£)	Current Principal Balance (£)	Current Principal Balance (%)	Number of Loans	Number of Loans (%)
47,500 < Deposit <= 50,000	111,360.82	0.02%	5	0.01%
50,001 >	421,229.52	0.07%	17	0.03%
<b>Total</b>	<b>583,754,049.35</b>	<b>100.00%</b>	<b>64,846</b>	<b>100.00%</b>

Minimum Deposit (£)

-

Maximum Deposit (£)

101,800.00

Weighted Average Deposit (£)

4,080.83

## 24. Breakdown by Final Advance Rate

Final Advance Rate (%)	Current Principal Balance (£)	Current Principal Balance (%)	Number of Loans	Number of Loans (%)
0%< Final Advance Rate <= 10%	6,735.00	0.00%	3	0.00%
10%< Final Advance Rate <= 20%	361,493.95	0.06%	113	0.17%
20%< Final Advance Rate <= 30%	2,242,455.23	0.38%	546	0.84%
30%< Final Advance Rate <= 40%	7,860,742.37	1.35%	1,463	2.26%
40%< Final Advance Rate <= 50%	23,109,162.71	3.96%	3,262	5.03%
50%< Final Advance Rate <= 60%	46,042,164.15	7.89%	5,361	8.27%
60%< Final Advance Rate <= 70%	75,982,189.65	13.02%	7,987	12.32%
70%< Final Advance Rate <= 80%	92,314,491.28	15.81%	9,851	15.19%
80%< Final Advance Rate <= 90%	141,908,941.48	24.31%	15,102	23.29%
90%< Final Advance Rate <= 100%	193,925,673.53	33.22%	21,158	32.63%
<b>Total</b>	<b>583,754,049.35</b>	<b>100.00%</b>	<b>64,846</b>	<b>100.00%</b>

Minimum Final Advance Rate (%)

6.65%

Maximum Final Advance Rate (%)

100.00%

Weighted Final Advance Rate (%)

79.79%

## 25. Breakdown by Balloon as a Percentage of Current Balance (PCP only)

Balloon as a % of Current Balance (PCP only)	Current Principal Balance (£)	Current Principal Balance (%)	Number of Loans	Number of Loans (%)
0% < Balloon <= 10%	-	0.00%	-	0.00%
10% < Balloon <= 20%	29,929.72	0.02%	3	0.03%
20% < Balloon <= 30%	3,078,818.24	2.11%	315	2.78%
30% < Balloon <= 40%	30,942,931.83	21.22%	2,740	24.21%
40% < Balloon <= 50%	60,676,203.38	41.60%	4,585	40.51%
50% < Balloon <= 60%	33,461,298.65	22.94%	2,351	20.77%
60% < Balloon <= 70%	10,931,913.10	7.50%	822	7.26%
70% < Balloon <= 80%	4,507,526.53	3.09%	328	2.90%
80% < Balloon <= 90%	1,727,329.43	1.18%	136	1.20%
90% < Balloon <= 100%	489,230.82	0.34%	38	0.34%
100% < Balloon <= 110%	-	0.00%	-	0.00%
<b>Total</b>	<b>145,845,181.70</b>	<b>100.00%</b>	<b>11,318</b>	<b>100.00%</b>

Minimum Balloon as a % of Current Balance 18.06%

Maximum Balloon as a % of Current Balance 99.48%

Weighted Average Balloon as a % of Current Balance 47.83%

26. Breakdown by Balloon as a Percentage of Original Balance Capital Financed (PCP only)

Balloon as a % of Original Balance Capital Financed (PCP only)	Current Principal Balance (£)	Current Principal Balance (%)	Number of Loans	Number of Loans (%)
10% < Balloon <= 20%	54,378.69	0.04%	6	0.05%
20% < Balloon <= 30%	6,937,658.92	4.76%	702	6.20%
30% < Balloon <= 40%	53,122,654.35	36.42%	4,428	39.12%
40% < Balloon <= 50%	54,783,775.32	37.56%	3,924	34.67%
50% < Balloon <= 60%	20,109,815.79	13.79%	1,443	12.75%
60% < Balloon <= 70%	6,666,911.50	4.57%	497	4.39%
70% < Balloon <= 80%	2,845,867.99	1.95%	215	1.90%
80% < Balloon <= 90%	963,532.67	0.66%	76	0.67%
90% < Balloon <= 100%	360,586.47	0.25%	27	0.24%

Balloon as a % of Original Balance Capital Financed (PCP only)	Current Principal Balance (£)	Current Principal Balance (%)	Number of Loans	Number of Loans (%)
100% < Balloon <= 110%	-	0.00%	-	0.00%
<b>Total</b>	<b>145,845,181.70</b>	<b>100.00%</b>	<b>11,318</b>	<b>100.00%</b>

Minimum Balloon as a % of Original Balance Capital Financed 16.59%

Maximum Balloon as % of Original Balance Capital Financed 99.61%

Weighted Average Balloon as a % of Original Balance Capital Financed 43.68%

27. Breakdown by Final Payment (PCP only)

Final Payment (£) (PCP only)	Current Principal Balance (£)	Current Principal Balance (%)	Number of Loans	Number of Loans (%)
0 < Final Payment <= 5000	45,039,172.91	30.88%	5011	44.27%
5000 < Final Payment <= 10000	72,374,175.43	49.62%	5145	45.46%
10000 < Final Payment <= 15000	18,397,595.42	12.61%	844	7.46%
15000 < Final Payment <= 20000	6,732,383.03	4.62%	225	1.99%
20000 < Final Payment <= 25000	2,632,031.44	1.80%	76	0.67%
25000 < Final Payment <= 30000	413,005.05	0.28%	11	0.10%
30000 < Final Payment <= 35000	130,458.50	0.09%	3	0.03%
35000 < Final Payment <= 40000	126,359.92	0.09%	3	0.03%
<b>Total</b>	<b>145,845,181.70</b>	<b>100.00%</b>	<b>11,318</b>	<b>100.00%</b>

Minimum Final Payment (£) 921.99

Maximum Final Payment (£) 37,102.50

Weighted Average Final Payment (£) 7,523.87

28. Breakdown by Year of Maturity (PCP only)

Year of Maturity (PCP only)	Current Principal Balance (£)	Current Principal Balance (%)	Number of Loans	Number of Loans (%)
2022	8,700,655.28	5.97%	722	6.38%

Year of Maturity (PCP only)	Current Principal Balance (£)	Current Principal Balance (%)	Number of Loans	Number of Loans (%)
2023	83,272,408.39	57.10%	6,603	58.34%
2024	53,872,118.03	36.94%	3,993	35.28%
<b>Total</b>	<b>145,845,181.70</b>	<b>100.00%</b>	<b>11,318</b>	<b>100.00%</b>

## 29. Breakdown by New/Used Flag (PCP only)

New/Used Flag (PCP only)	Current Principal Balance (£)	Current Principal Balance (%)	Number of Loans	Number of Loans (%)
Used	142,038,840.64	97.39%	10,995	97.15%
New	3,806,341.06	2.61%	323	2.85%
<b>Total:</b>	<b>145,845,181.70</b>	<b>100.00%</b>	<b>11,318</b>	<b>100.00%</b>

**Historical and Other Information**

Static and dynamic historical performance data in relation to loans originated by MNF will be made available on the website of European DataWarehouse at <https://editor.eurodw.eu/home/index>. Such information will cover a period of at least 5 years. None of the Issuer, the Interest Rate Swap Counterparty, the Arrangers, the Joint Lead Managers, the Cash Manager, the Account Bank, the Agent Bank, the Trustee, the Paying Agent, nor the Corporate Services Provider has undertaken or will undertake any investigation or review of, or search to verify, the historical information. There can be no assurances as to the future performance of the Purchased Receivables and holders of Notes should not consider historical performance of the Receivables to be a reliable indicator of future performance of the Purchased Receivables. This in turn may affect the ability of the Issuer to make payments on the Notes.

**Verification of data**

The Seller has caused a sample of the loans (including the data disclosed in respect of those loans) to be externally verified by an appropriate and independent third party. The Provisional Portfolio has been subject to an agreed upon procedures review on a sample of loans selected from the Provisional Portfolio conducted by a third-party and completed on or about 21 September 2020 with respect to the Provisional Portfolio in existence as of 31 July 2020. This verification included the review of certain key warranties given by MNF in respect of the Purchased Receivables. No adverse findings arose from such review. The independent third party has also performed agreed upon procedures in order to verify that the stratification tables disclosed in respect of the underlying exposures are accurate. The third party undertaking the review only accepts a duty of care to the parties to the engagement letters governing the performance of the agreed upon procedures and to the fullest extent permitted by law shall have no responsibility to anyone else in respect of the work it has performed or the reports it has produced save where terms are expressly agreed.

**THE RETAINED INTEREST POOL**

MNF has randomly selected the Receivables to be retained (to constitute the Retained Interest on the Closing Date) in order to enable the Noteholders to meet their obligations under Article 6(1) of the Securitisation Regulation using the following methodology:

- (a) As at the Initial Cut-Off Date, the Financing Contracts were reviewed to exclude any Receivables that failed to meet the Eligibility Criteria or have been repaid.
- (b) Financing Contracts representing 5% of the pool were then randomly selected in an externally sourced computer programme.
- (c) This resulted in the selection of 3,466 Financing Contracts that will be retained on balance sheet by the Seller.
- (d) These Financing Contracts will be identified on the Seller's internal systems and records to ensure that they are not selected for any subsequent securitisations nor benefit from any form of hedging or credit mitigation.

**ESTIMATED WEIGHTED AVERAGE LIFE OF THE NOTES**

The estimated weighted average life of the Notes refers to the average amount of time that will elapse (in the case of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, Class E Notes, the Class F Notes and the Class X Notes on an actual/365 basis) from the date of issuance of a Note to the date of distribution of amounts to the holders of Notes in reduction of principal of such Note (assuming no losses) to zero. The weighted average life of the Collateralised Notes will be influenced by, amongst other things, the rate at which the Purchased Receivables are paid, which may be in the form of scheduled amortisation, prepayment or recovery upon default, and the length of the Revolving Period and the weighted average life of the Class X Notes will be influenced by, amongst other things, the amount of excess spread available.

Calculations of possible average lives of each class of Notes can be made under certain assumptions. Based on the assumptions that:

- (a) the Portfolio is subject to a constant annual rate of Prepayment as set out under "CPR" (30/360);
- (b) the Notes will be issued on 6 October 2020;
- (c) payments on the Notes will be made on each Payment Date, falling on the 20<sup>th</sup> of each calendar month (without regard to whether such day is a Business Day) commencing on the Payment Date falling in November 2020;
- (d) there are no Delinquent Receivables or Defaulted Receivables during the life of the transaction;
- (e) the Receivables are always paid on the relevant due date and there are no payment holidays;
- (f) no Revolving Period Termination Event has occurred and the Revolving Period ends on (but including) the Payment Date falling in July 2021;
- (g) the Transaction terminates on exercise of the 10% Clean-Up Call;
- (h) no Voluntary Terminations occur in respect of the Purchased Receivables and no contract becomes a Redelivery PCP Contract;
- (i) no Purchased Receivables are repurchased by the Seller;
- (j) during the Revolving Period, all principal Collections are used to purchase Further Purchased Receivables;
- (k) the Principal Amount Outstanding of the Notes as at the Closing Date is, in the respect of the Class A Notes 84.5 per cent. and, in respect of the Class B Notes 4.5 per cent. and, in respect of the Class C Notes 5.0 per cent and, in respect of the Class D Notes 2.0 per cent and, in respect of the Class E Notes 2.5 per cent and, in respect of the Class F Notes 1.5 per cent and, in respect of the Class X Notes 4.0 per cent of the Portfolio, assuming a Portfolio balance of £583,754,048;
- (l) Compounded Daily SONIA is equal to 0.05 per cent. in each Interest Period;
- (m) the fixed rate under the Swap Agreements is 0.05 per cent.;
- (n) the weighted average margin over Compounded Daily SONIA of the Notes is 1.36 per cent on the Closing Date;
- (o) amounts required to pay items (a) to (g) of the Pre-Enforcement Interest Priority of Payments on each Interest Payment Date are (i) fixed fees of £144,000 per annum; plus (ii) 0.75 per cent on the Aggregate Principal Balance;
- (p) the Portfolio as of the Initial Cut-Off Date has the same characteristics as the Portfolio as of the Provisional Portfolio Date;
- (q) interest Collections are sufficient to meet all expenses under the Pre-Enforcement Interest Priority of Payments on each Payment Date;
- (r) the assumed cut-off date for the weighted average life calculations is 31 August 2020, which is the expected Initial Cut-Off Date;
- (s) the amortisation profile of the assets purchased during the Revolving Period is the same as the profile of the Initial Purchased Receivables Pool on the Initial Cut-Off Date; and
- (t) the amortisation profile of the receivables purchased at closing assuming a 0% CPR\* would be as follows:

\* Note: profile is of the assets, not the Notes and hence does not incorporate the expected 9 month revolving period, based on Provisional Portfolio as of 31 August 2020.



## ESTIMATED WEIGHTED AVERAGE LIFE OF THE NOTES

<b>Collection Month</b>	<b>End-of-month Outstanding Principal Balance (£)</b>
<b>Initial Cut-Off Date</b>	£583,754,048
<b>Sep-20</b>	£573,992,965
<b>Oct-20</b>	£564,151,496
<b>Nov-20</b>	£554,228,940
<b>Dec-20</b>	£544,224,590
<b>Jan-21</b>	£534,137,733
<b>Feb-21</b>	£523,967,650
<b>Mar-21</b>	£513,713,614
<b>Apr-21</b>	£503,375,642
<b>May-21</b>	£492,952,251
<b>Jun-21</b>	£482,447,364
<b>Jul-21</b>	£471,857,330
<b>Aug-21</b>	£461,184,322
<b>Sep-21</b>	£450,427,390
<b>Oct-21</b>	£439,591,687
<b>Nov-21</b>	£428,689,136
<b>Dec-21</b>	£417,719,831
<b>Jan-22</b>	£406,682,395
<b>Feb-22</b>	£395,582,229
<b>Mar-22</b>	£384,423,877
<b>Apr-22</b>	£373,198,842
<b>May-22</b>	£361,907,149
<b>Jun-22</b>	£350,329,368
<b>Jul-22</b>	£338,305,136
<b>Aug-22</b>	£326,281,454
<b>Sep-22</b>	£314,221,271
<b>Oct-22</b>	£302,039,730
<b>Nov-22</b>	£289,320,866
<b>Dec-22</b>	£277,147,701
<b>Jan-23</b>	£265,541,030
<b>Feb-23</b>	£254,046,670
<b>Mar-23</b>	£242,403,503
<b>Apr-23</b>	£230,905,740
<b>May-23</b>	£219,846,816
<b>Jun-23</b>	£207,200,776
<b>Jul-23</b>	£193,091,791
<b>Aug-23</b>	£178,585,313
<b>Sep-23</b>	£163,600,909
<b>Oct-23</b>	£147,984,545
<b>Nov-23</b>	£130,275,983
<b>Dec-23</b>	£115,231,141

## ESTIMATED WEIGHTED AVERAGE LIFE OF THE NOTES

<b>Collection Month</b>	<b>End-of-month Outstanding Principal Balance (£)</b>
<b>Jan-24</b>	£103,356,123
<b>Feb-24</b>	£91,746,345
<b>Mar-24</b>	£79,320,670
<b>Apr-24</b>	£68,077,698
<b>May-24</b>	£59,521,802
<b>Jun-24</b>	£50,843,087
<b>Jul-24</b>	£40,583,766
<b>Aug-24</b>	£31,396,011
<b>Sep-24</b>	£25,589,547
<b>Oct-24</b>	£20,306,765
<b>Nov-24</b>	£15,690,391
<b>Dec-24</b>	£11,889,287
<b>Jan-25</b>	£8,624,768
<b>Feb-25</b>	£5,977,004
<b>Mar-25</b>	£3,909,496
<b>Apr-25</b>	£2,376,744
<b>May-25</b>	£1,208,866
<b>Jun-25</b>	£398,213
<b>Jul-25</b>	£-

The estimated average life of the Notes at various assumed rates of Prepayment of the Purchased Receivables, would be as follows:

Note\*: figures are based on Provisional Portfolio as of 31 August 2020

CPR	Class A		Class B		Class C		Class D		Class E		Class F		Class X	
	Average Life (in years)	Expected maturity	Average Life (in years)	Expected maturity	Average Life (in years)	Expected maturity	Average Life (in years)	Expected maturity	Average Life (in years)	Expected maturity	Average Life (in years)	Expected maturity	Average Life (in years)	Expected maturity
0%	2.33	Jun-24	3.80	Aug-24	3.95	Sep-24	3.96	Sep-24	3.96	Sep-24	3.96	Sep-24	0.26	Mar-21
5%	2.23	May-24	3.72	Aug-24	3.87	Aug-24	3.87	Aug-24	3.87	Aug-24	3.87	Aug-24	0.26	Mar-21
10%	2.13	Apr-24	3.64	Jul-24	3.79	Jul-24	3.79	Jul-24	3.79	Jul-24	3.79	Jul-24	0.26	Mar-21
15%	2.03	Mar-24	3.56	Jun-24	3.71	Jun-24	3.71	Jun-24	3.71	Jun-24	3.71	Jun-24	0.26	Mar-21
20%	1.95	Feb-24	3.47	May-24	3.62	May-24	3.62	May-24	3.62	May-24	3.62	May-24	0.26	Mar-21
25%	1.86	Jan-24	3.37	Mar-24	3.54	Apr-24	3.54	Apr-24	3.54	Apr-24	3.54	Apr-24	0.26	Mar-21
30%	1.78	Nov-23	3.27	Feb-24	3.45	Mar-24	3.45	Mar-24	3.45	Mar-24	3.45	Mar-24	0.26	Mar-21

The estimated weighted average life of the Notes cannot be predicted as the actual rate at which the Receivables will be repaid, and a number of other relevant factors are unknown.

The estimated weighted average life of the Notes is subject to factors largely outside the control of the Issuer and consequently no assurance can be given that the assumptions and the estimates above will prove in any way to be realistic and they must therefore be viewed with considerable caution.

## ESTIMATED AMORTISATION OF THE NOTES

The amortisation scenario is based on the assumptions listed above under "*Estimated Weighted Average Life of the Notes*" and assuming a CPR of 20%. It should be noted that the actual amortisation of the Notes may differ substantially from the amortisation scenario indicated below:

Expected Turbo Finance 9 cash flows assuming 20% CPR

\* Note: figures are based on Provisional Portfolio as of 31 August 2020.

	20% CPR PROFILE						
Month	Principal Amount Outstanding of the Class A Notes	Principal Amount Outstanding of the Class B Notes	Principal Amount Outstanding of the Class C Notes	Principal Amount Outstanding of the Class D Notes	Principal Amount Outstanding of the Class E Notes	Principal Amount Outstanding of the Class F Notes	Principal Amount Outstanding of the Class X Notes
Closing Date	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Nov-20	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	65.16%
Dec-20	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	48.39%
Jan-21	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	31.69%
Feb-21	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	14.92%
Mar-21	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%
Apr-21	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%
May-21	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%
Jun-21	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%
Jul-21	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%
Aug-21	95.39%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%
Sep-21	90.89%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%
Oct-21	86.50%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%
Nov-21	82.22%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%
Dec-21	78.04%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%
Jan-22	73.97%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%
Feb-22	70.00%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%
Mar-22	66.14%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%
Apr-22	62.37%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%
May-22	58.70%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%
Jun-22	55.12%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%
Jul-22	51.60%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%
Aug-22	48.13%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%
Sep-22	44.76%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%
Oct-22	41.48%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%
Nov-22	38.27%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%
Dec-22	35.09%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%
Jan-23	32.07%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%
Feb-23	29.20%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%
Mar-23	26.43%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%
Apr-23	23.72%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%

	20% CPR PROFILE						
Month	Principal Amount Outstanding of the Class A Notes	Principal Amount Outstanding of the Class B Notes	Principal Amount Outstanding of the Class C Notes	Principal Amount Outstanding of the Class D Notes	Principal Amount Outstanding of the Class E Notes	Principal Amount Outstanding of the Class F Notes	Principal Amount Outstanding of the Class X Notes
May-23	21.12%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%
Jun-23	18.65%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%
Jul-23	16.08%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%
Aug-23	13.45%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%
Sep-23	10.85%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%
Oct-23	8.28%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%
Nov-23	5.72%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%
Dec-23	3.03%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%
Jan-24	0.67%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%
Feb-24	0.00%	74.80%	100.00%	100.00%	100.00%	100.00%	0.00%
Mar-24	0.00%	38.69%	100.00%	100.00%	100.00%	100.00%	0.00%
Apr-24	0.00%	2.53%	100.00%	100.00%	100.00%	100.00%	0.00%
May-24	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

## THE SELLER AND SERVICER

### Overview

MotoNovo Finance Limited ("**MNF**") is a wholly owned subsidiary of Aldermore Group PLC ("**Aldermore**", together with its subsidiaries (including MNF), the "**Aldermore Group**"). MNF is a private limited company (company number: 11556144) with its registered address at One, Central Square, Cardiff, Wales, United Kingdom, CF10 1FS.

MNF is a motor finance lender providing auto loans to retail and non-retail customers based in the UK through intermediaries and dealers.

FirstRand International Limited, a subsidiary of FirstRand Limited ("**FirstRand**"), acquired Aldermore, a UK bank and specialist lender, in March 2018. FirstRand has been the owner of the MotoNovo Finance business since 2006.

MNF was newly incorporated in England and Wales on 6 September 2018 as a wholly owned subsidiary of Aldermore, MNF acquired the MotoNovo Finance business (save for certain excluded assets, which included the existing MotoNovo Finance 'back book') on 5 May 2018.

Following this acquisition, MotoNovo Finance is no longer a business segment of FirstRand Bank Limited (London Branch) and has been fully integrated into Aldermore, with all new business written by MNF. Back-book customers continue to be serviced by the existing teams in Cardiff following existing processes following the acquisition. This arrangement is governed by a service agreement under which MNF has agreed to provide FirstRand Limited with such services to ensure ongoing compliance and consistency in customer outcomes across the 'front' and back-book. MNF is regulated by the UK Financial Conduct Authority and has permissions to carry out certain regulated activities including, but not limited to, credit broking activities.

The MotoNovo Finance business has originated and serviced auto-loans for more than five years, being exposures similar to the Purchased Receivables. The MotoNovo Finance business has expertise in servicing – and has well-documented and adequate policies, procedures and risk-management controls relating the servicing of the Portfolio and the wider MotoNovo portfolio.

MNF has approved the proposed transaction described in this Prospectus by way of a written resolution of the board of directors dated 21 September 2020.

### Business Strategy

Since being acquired by FirstRand in 2006, the MotoNovo Finance business has become a leading motor finance provider in the UK. Today, the business serves a wide network of motor retailers and credit brokers (intermediaries) and has over 515,000 individual hiring customers supported by a workforce of approximately 750 staff, the majority of which are based at its Cardiff head office premises.

Following the acquisition of the Aldermore Group by FirstRand, and subsequent integration of the MotoNovo business in May 2019, the MNF business has been able to leverage the Aldermore deposit and funding platform to improve its market competitiveness and grow its market share. The MotoNovo business is now the UK's third largest independent used vehicle financier and in first place for funding vehicles that are four years and older.

Integral to the strategy is 'triple win' with all aspects of the strategy demonstrating customer-centricity, delivering returns for the business and creating opportunity and sustainability for dealer partners. MNF will continue to develop the functionality and capabilities of Findandfundmycar.com as a meaning of engaging with the customers earlier on in their car buying journey.

MNF will look to diversify its offering in motor, mobility and adjacent markets through leveraging Aldermore Group capabilities with the ultimate ambition of driving market transformation and delivering further enhanced customer propositions and outcomes that also reflect shifting consumer trends and needs.

## **BUSINESS PROCEDURES OF MNF**

Under the Servicing Agreement, the Receivables are to be administered together with all other receivables from HP Contracts and PCP Contracts of MNF according to MNF's normal business procedures as they exist from time to time. The Obligors will not be notified of the fact that the Receivables from their Financing Contracts have been assigned to the Issuer, except upon the occurrence of a Notification Event. The Receivables will be administered by MNF under the trade name MotoNovo Finance.

The normal business procedures of MNF currently include the following:

### **Submission of the Financing Contract and underwriting of the prospective Obligor**

All new business proposals from supporting dealers and accompanying support documentation are submitted to the New Business Centre electronically by the relevant dealer. Proposals are only passed for underwriting with all the required information. Proposals are queued chronologically in Carport for underwriting. Credit will be granted to applicants in accordance with the MotoNovo Finance Credit Risk Policy after first taking all reasonable steps to ascertain their creditworthiness and apparent ability to service the agreement. MNF ensures that all business is originated and maintained in a compliant manner.

The assessment of a prospective Obligor's creditworthiness is conducted in accordance with the MNF's lending criteria and, where appropriate, meets the requirements set out in Article 8 of Directive 2008/48/EC or paragraphs 1 to 4, point (a) of paragraph 5, and paragraph 6 of Article 18 of Directive 2014/17/EU or, where applicable, equivalent requirements in third countries.

The Purchased Receivables do not include at the time of selection for inclusion in the Portfolio any exposures in default within the meaning of Article 178(1) of Regulation (EU) No 575/2013 for purposes of Article 20(11) of the Securitisation Regulation. The Purchased Receivables have been transferred to the Issuer after selection for inclusion in the Portfolio without undue delay for purposes of Article 20(11) of the Securitisation Regulation.

Currently, approximately 71% of business is underwritten automatically using an application scorecard. The application scorecard scrutinises information derived from credit reference agencies as well as customer supplied profile data. The resulting score provides an assessment with respect to the risk of granting a financing contract to the respective applicant. The scoring process (in particular the weight or the value of the individual scoring criteria and the scoring result) is treated as strictly confidential. The performance of the scoring system is monitored regularly by the Aldermore Model Technical Forum and Model Management Committee.

The remaining 29% is subject to manual underwriting by a team of dedicated underwriters. Underwriters have a high level of experience in underwriting with each personally mandated a transaction limit up to which she/he may underwrite a given loan. The underwriter will review the proposal and underwrite in accordance with their mandate, recording their rationale for the decision on the agreement notes. If the proposal is outside their mandate, the underwriter will record their recommendation on the agreement notes and pass on to a higher-mandated underwriter.

The underwriting decision is communicated to the dealer and the proposal re-routed to the appropriate work queue. Automated decisions are typically relayed to the dealer within two to three minutes, with referred proposals typically turned around in 15 minutes. The dealer/customer accepts and signs the agreement which is resubmitted along with supporting documents and captured electronically. By signing the application, the customer signifies their acceptance of the finance conditions. MNF introduced an electronic e-signature solution in July 2013, and circa 84% of deals are signed this way.

The Obligor pays a contractually specified monthly instalment on a stipulated payment date, with the number of payments corresponding with the number of months covered by the financing period. The Obligor may opt for a "pause month", which provides a one month payment holiday at the inception of the agreement. The Obligor may also opt for a larger final instalment due at the end of the Financing Contract term subject to acceptance by a sufficiently mandated underwriter. The standard payment method is direct debit with the customer choice of debit date, with the standard being the agreement live date. In exceptional circumstances, customers may switch to other forms of payments such as cash, cheque, debit card, internet transfer etc., although this is not promoted.

While the Receivable is performing there is minimal customer interaction with the exception of changes to banking details, contact details, address, etc. Annual automated statements are provided to clients as required by the CCA.

### **Residual value risk (PCP Contracts)**

To mitigate risk in PCP Contracts, the Seller takes a conservative approach to determining the Minimum Guaranteed Future Value and the Final Payment Amount based on certain contractual mileage assumptions using the CAP Gold Book. Any customers taking advantage of the right to return the vehicle will be charged for any excess mileage above the contracted rate and any excessive wear and tear or damage to the vehicle.

MNF monitor the residual value exposure of each vehicle in respect of PCP Contracts on a regular basis.

## Collections

Collections are handled by a dedicated collections team based in Cardiff.

The Seller's collection procedures are summarised below. The Servicer shall at all times administer the Receivables in accordance with the Customary Operating Practices (including the Seller's arrears policy), which set out in clear and consistent terms definitions, remedies and actions relating to delinquency and default of debtors, debt restructuring, debt forgiveness, forbearance, payment holidays, losses, charge offs, recoveries and other asset performance remedies.

The introduction of the Collections scorecard in 2017 enabled a move away from a "one size fits all" collections strategy to a more data-driven segmentation approach. By scoring accounts at the point they fall into arrears, an assessment is completed to determine the likelihood of each account recovering and performing. When an agreement enters arrears, a Customer Management Search will be triggered via an automated overnight batch process with Equifax which will pull back Equifax's generic Early Stage Collections Score ("CSISF10") to assess the relative risk posed by each arrears agreement:

- CSISF10 score of >543 => "Early Arrears Low Risk Plan"
- CSISF10 score of 477–543 => "Early Arrears Medium Risk Plan"
- CSISF10 score of <477 => "Early Arrears High Risk 1 Plan"
- Balances in excess of £20,000 (regardless of score) => "Early Arrears High Risk 2 Plan"
- Unregulated Agreements (unable to obtain score) => "Early Arrears High Risk 2 Plan"

The arrears strategy is as follows:

### 1-29 Days Delinquent

An automated SMS message is issued day 1, followed by a further automated SMS message on day 2 informing the customer that the direct debit will be re-presented (if appropriate) followed by the direct debit represent process. If the account remains in arrears, a risk based contact strategy ensues utilising multi-channel communications including dialler, digital portal messaging providing automated resolution options, 1 way SMS, 2 way SMS, e-mail and letter.

### 30 – 59 days delinquent

Risk based contact strategy continues through to day 64. Automated notice of default issued day 35.

### 60 – 89 days delinquent

Upon expiry of the notice of default, consideration will be given to termination and repossession for agreements where less than one-third of the total amount payable has been paid, return of goods action through the County Court for agreements where more than one-third has been paid, or extending due forbearance if appropriate.

### Not contactable

An internal trace team has now been established to locate customers using Lexus Nexus Tracesmart, social media, insolvency registers, DVLA keeper enquiries, motor insurance database, web based search engines with results feeding back into the Collections Team to re-establish contact. Where these methods are unsuccessful, the business may employ external tracing agencies.

### Recovery Procedure

A combination of recovery agents are utilised to ensure that geographically, national coverage is achieved throughout the UK mainland. Agencies go through a rigorous selection process in terms of compliance and commerciality. The Supplier Management Team oversee agent performance and undertake audits on a regular basis.

In terms of vehicle disposals, the majority of vehicles are sold through Manheim and Aston Barclay auctions.

The most recent FCA Covid-19 Guidance (as defined below) states that, where the customer has the right to use the vehicle, lenders should not take steps to terminate the agreement or seek to repossess the vehicle (whether by way of any requisite legal proceedings or otherwise) where the customer is experiencing temporary payment difficulties as a result of circumstances relating to Covid-19 and needs use of the vehicle. However, it is not currently clear whether the FCA Covid-19 Guidance will continue to apply after October 2020.



## Written Off Receivables

Written off Receivables are Receivables in respect of which the terms of the agreement have not been fulfilled by the relevant Obligor and the Financed Object has typically been recovered and sold or is of no value to MNF and any balance due from the Obligor is passed to a debt collection agency to collect.

### *Vehicles returned pursuant to a PCP Contract in lieu of final payment*

Vehicles returned under PCP Contracts are sold through auction. Customers are charged for any excess mileage, excessive wear and tear or damage to the vehicle.

## Payment Deferrals

Following FCA guidance originally published on 24 April 2020 and updated on 17 July 2020 (entitled "*Motor finance agreements and coronavirus: updated temporary guidance for firms*") ("**FCA Covid-19 Guidance**"), MNF has offered payment deferrals (also known as payment holidays) of up to three months to customers who were experiencing or were reasonably expecting to experience payment difficulties because of circumstances relating to Covid-19. As the payment deferral periods come to an end, MNF has offered customers the option to (i) 'pay now' (which means paying off all deferred payments owing at the expiry of the payment deferral period and then continuing to make normal monthly payments until the end of the finance agreement), (ii) 'spread the cost' (which is typically done by increasing an Obligor's normal monthly repayment by an amount they can afford over a period of time of their choice) or (iii) 'pay at the end' (whereby the Obligor is permitted to postpone making up the deferred payments until the end of their finance agreement, whenever that occurs).

Whilst no interest was charged on the deferred payments for the payment deferral period under the pay now option in line with FCA Covid-19 Guidance, interest will be charged on the deferred payments at a rate equivalent to the APR for the Financing Contract from the end of the payment deferral period until the deferred payment(s) are made up, under the spread the cost and pay at the end options.

The UK Government and regulatory authorities may, from time to time, publish further guidance and/or update existing guidance in respect of the possible extensions of payment deferrals. Any future requests by customers for payment deferrals or extensions of payment deferrals which have already been granted will be considered by MNF in accordance with the applicable regulations and government guidance at the time and its Customary Operating Practices. In line with the FCA Covid-19 Guidance, customers are reminded that if they can afford their repayments it is in their best interests to start repaying, rather than further delaying instalments.

As of the Provisional Portfolio Date, MNF has not granted payment deferrals (including extensions) in respect of any Receivables in the Provisional Portfolio.

## Policies and Procedures

MNF confirms that it has applied to the Purchased Receivables which will be transferred by it to the Issuer the same sound and well-defined criteria for credit-granting in accordance with Article 9(1) of the Securitisation Regulation which it applies to non-securitised receivables. In particular, the Seller has:

- (a) applied the same clearly established processes for approving and, where relevant, amending, renewing and refinancing the receivables;
- (b) effective systems in place to apply those criteria and processes in order to ensure that credit granting is based on a thorough assessment of the borrower's creditworthiness taking appropriate account of factors relevant to verifying the prospect of the borrower meeting his/her obligations under the receivable as to which please see the information set out earlier in this section of this Prospectus;
- (c) systems in place to administer and monitor the various credit-risk bearing portfolios and exposures, as to which we note that the Portfolio will be serviced in line with the usual servicing procedures of the seller – please refer to the section of this Prospectus entitled "*Summary of the Principal Transaction Documents – Servicing Agreement*";
- (d) adequate diversification of credit portfolios given the Seller's target market and overall credit strategy, as to which, in relation to the portfolio, please refer to the section of this Prospectus entitled "*The Provisional Portfolio*"; and
- (e) policies and procedures in relation to risk mitigation techniques. Please refer to the information set out earlier in this section of this Prospectus in relation to these techniques.

**Changes to the underwriting policies**

Any material changes from MNF's prior underwriting policies and lending criteria shall be disclosed without undue delay to the extent required under Article 20(10) of the Securitisation Regulation.

**Auditors**

Deloitte LLP audits the financial information of MNF.

## CONSUMER CREDIT REGULATION IN THE UK

**(a) Consumer Credit Act 1974**

A credit agreement is regulated by the CCA in the following circumstances:

- (i) for agreements made before to 1 April 2014, where (a) the Obligor is or includes an "individual" as defined in the CCA (which includes certain small partnerships and certain unincorporated associations); (b) the amount of "credit" as defined in the CCA does not exceed any applicable financial limit in force when the credit agreement was made (from 6 April 2008, subject to certain transitional provisions, no applicable financial limit is in force); and (c) the credit agreement is not an exempt agreement under the CCA; or
- (ii) for agreements made on or after 1 April 2014, where it involves the provision of credit of any amount by a lender to an individual or "relevant recipient of credit" (which includes certain small partnerships and certain unincorporated associations) as defined in article 60L of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, as amended (the "RAO") and does not fall within any of the exemptions set out in articles 60C to 60H of the RAO.

Only those Financing Contracts which meet the criteria at (i) or (ii) above are regulated by the CCA. The Financing Contracts in respect of which the Obligor is a limited company, a partnership consisting of four or more partners or a partnership consisting entirely of bodies corporate or in respect of which the amount of credit exceeds £25,000 and the vehicle is wholly or predominantly for business purposes or in respect of which the Obligor is a High Net Worth Individual (as defined in the CCA) and advance is greater than £60,260 (the "Unregulated Financing Contracts") are not regulated by the CCA.

The main consequences of a credit agreement being regulated by the CCA are as follows:

- (i) The creditor has to comply with authorisation and permission (or, prior to 1 April 2014, licensing) requirements and the credit agreement must comply with origination requirements. If they do not comply with those requirements and the credit agreement was made on or after 6 April 2007, then it is unenforceable against the customer: (a) without an order of the FCA or the court (depending on the facts), if the lender or any broker did not hold the required licence or authorisation and permission at the relevant time; or (b) without a court order, if other origination requirements as to pre-contract disclosure, documentation and procedures are not complied with and, in exercising its discretion whether to make the order, the court will have regard to any prejudice suffered by the customer and any culpability by the lender.
- (ii) The customer has a right to withdraw from the credit agreement (subject to certain exceptions) and may send notice to withdraw at any time during the 14 days starting with the day after the relevant day according to the origination procedures (i.e. the relevant day is the day on which the customer receives notice that the agreement has been executed in accordance with sections 66A(3)(c) and 61A(3) of the CCA). If the customer withdraws, then: (a) the customer is liable to repay to the lender any credit provided and the interest accrued on it; (b) the customer is not liable to pay to the lender any compensation, fees or charges except any non-returnable charges paid by the lender to a public administrative body; and (c) any insurance contract between the insurer and the customer and financed by the credit agreement on the basis of an agreement between the insurer and the lender is treated as if it had never been entered into.
- (iii) The lender is liable in certain circumstances to the customer for misrepresentation and breach of contract by a supplier in a transaction between the supplier and the customer and financed by the credit agreement. This liability arises in relation to, for example, Ancillary Products where the lender can be liable to the customer for misrepresentation and breach of contract by the supplier in a contract between the supplier and the customer for the supply of the Ancillary Product and financed by the credit agreement. The customer may set off the amount of the claim against the amount owing by the customer under the credit agreement or any other credit agreement he has taken with the lender (or exercise analogous rights in Scotland). Any such set-off may adversely affect the Issuer's ability to make payments in full when due on the Notes.

The lender may also be liable to the customer for pre-contractual statements made by a credit broker, such as a dealer, in relation to goods sold or proposed to be sold by that credit-broker to the lender, for example, the Financed Object. The customer may set-off the amount of the claim against the amount owing by the customer under the credit agreement or any other credit agreement he has taken with the lender (or exercise analogous rights in Scotland). Any such set-off by a customer may adversely affect the Issuer's ability to make payments in full when due on the Notes.

In all the above circumstances, MNF normally has a right to be reimbursed by the dealer or other supplier for any amount paid to the Obligor in respect of the Obligor's claim and any costs (including legal costs) incurred in defending the claim. If any such case arises and the Obligor's claim is successful, MNF would ordinarily seek to sell the Financed Object back to the dealer.

- (iv) The credit agreement is unenforceable against the customer for any period when the lender fails to comply with CCA requirements as to periodic statements, arrears notices, notices of default sums or default notices (although any such unenforceability may be cured prospectively by the lender remedying the breach). Further, the customer is not liable to pay interest or default fees for any period when the lender fails to comply with requirements as to periodic statements or arrears notices and interest on default fees is restricted to nil until the 29th day after the day on which a compliant notice of default fees is given and then to simple interest (i.e. interest may only be calculated on the principal amount of the default fee).
- (v) The customer is not liable to pay default interest at a higher rate than the non-default interest rate or (where the non-default interest rate is 0%) at a higher rate than the annual percentage rate of the total charge for credit (the "**APR**"). At the Initial Cut-off Date, there are no Financing Contracts that provide that the APR is 0%.
- (vi) The customer is entitled to terminate the credit agreement, and to keep the goods financed by the credit agreement, by giving notice and paying the amount payable on early settlement. The amount payable by the customer on early settlement of the credit agreement (whether on such termination by the customer, or on termination by the lender for repudiatory breach by the customer, or otherwise) is restricted by a formula under the CCA. The customer is also entitled to terminate the credit agreement before final payment by giving notice, where he wishes to return the goods. On such termination, the customer is liable to surrender possession of the goods and pay the amount (if any) payable on voluntary termination. The amount payable by the customer on voluntary termination is restricted under the CCA to the amount (if any) required to bring the sum of all payments made and to be made by the customer for the goods up to one-half of the total amount payable for the goods (including any deposit).
- (vii) The customer must pay all arrears for the goods and compensation for any breach of duty to take reasonable care of the goods. Customers may take advantage of the right of voluntary termination when they are in financial difficulty, or when the residual value of the Financed Object on part-exchange is less than the amount that would be payable on early settlement.
- (viii) The court has power to give relief to the customer. For example, the court may: (a) make a time order, giving the customer time to pay arrears or to remedy any other breach; (b) impose conditions on, or suspend, any order made by the court in relation to the credit agreement or any goods supplied under that agreement; and (c) amend the credit agreement in consequence of a term of an order made by the court under the CCA.
- (ix) The court has power to determine that the relationship between the lender and the customer arising out of the credit agreement (whether alone or with any related agreement) is unfair to the customer. This power applies both to most exempt credit agreements, as well as to regulated credit agreements. If the court makes the determination, then it may make an order, among other things, requiring the originator, or any assignee such as the Issuer, to repay any sum paid by the customer. In deciding whether to make the determination, the court is required to have regard to all matters it thinks relevant, including the lender's conduct before and after making the credit agreement, and may make the determination even after the relationship has ended. Once the customer alleges that an unfair relationship exists, then the burden of proof is on the lender to prove the contrary. Where add-on products such as Guaranteed Asset Protection ("**GAP**") insurance are sold and are subject to significant commission payments, it is possible that the non-disclosure of commission by the lender is a factor that could form part of a finding of an unfair relationship. The Supreme Court clarified in *Plevin v Paragon Personal Finance Limited* [2014] UKSC 61 ("**Plevin**") that compliance with the relevant regulatory rules by the creditor (or a person acting on behalf of the creditor) does not preclude a finding of unfairness, as a wider range of considerations may be relevant to the fairness of the relationship than those which would be relevant to the application of the rules.

On March 2017 the FCA published rules and guidance concerning the handling of payment protection insurance ("**PPI**"). A key aspect of the FCA's final rules is a PPI complaints deadline falling two years from 29 August 2017 when the proposed rules come into force – hence PPI consumers had until 29 August 2019 to complain to the firm or to the FOS. In addition, it is possible, given the breadth of the provisions as interpreted by the Supreme Court, that unfair relationship challenges may be made in connection with aspects of personal contract purchase terms. It is not possible to identify all of the potential sources of challenge but, for example, terms which require the payment of excess mileage costs might operate adversely to certain Obligors and could therefore, in principle, be subject to challenge.

Although the FCA told firms to be aware of *Plevin* and its impact on lenders' failure to disclose commissions during its GAP insurance consultation, the FCA did not extend the *Plevin* PPI complaints rules and guidance specifically to undisclosed commissions in relation to GAP insurance.

- (ix) The regulator for consumer credit is the FCA (and before 1 April 2014 it was the Office of Fair Trading (the "**OFT**"). MNF as the Seller and the Servicer was authorised by the FCA on 17 April 2019 for its regulated activities relating to consumer credit and holds Part 4A permissions from the FCA in relation to those activities. MNF is an FCA authorised person for the purposes discussed in paragraphs (x) and (xi) below.

- (x) A customer who is a private person may be entitled to claim damages for loss suffered as a result of any contravention by an FCA authorised person of a rule under the FSMA. From 1 April 2014, such rules include rules in the FCA Consumer Credit sourcebook ("**CONC**"), which transposes certain requirements previously made under the CCA and in OFT guidance. The customer may set-off the amount of the claim for contravention of CONC against the amount owing by the customer under the credit agreement or any other credit agreement he has taken with the authorised person (or exercise analogous rights in Scotland ). Any such set-off by a customer may adversely affect the Issuer's ability to make payments in full when due on the Notes.
- (xi) The FOS is an out-of-court dispute resolution scheme with jurisdiction to determine complaints by eligible complainants against authorised persons under the FSMA relating to conduct in the course of specified regulated activities including in relation to consumer credit.  
  
The FOS is required to determine each case individually, with reference to its particular facts and by reference to what is, in its opinion, fair and reasonable in all the circumstances of the case, taking into account, among other things, law and guidance, and may order a money award to the customer. Given the way FOS makes its decisions it is not possible to predict how any future decision of the FOS would affect the Issuer's ability to make payments in full when due on the Notes.
- (xii) The Seller has interpreted certain technical rules under the CCA in a way common with many other lenders in the vehicle finance market. If such interpretation were held to be incorrect by a court or other dispute resolution authority, then the Financing Contract concerned may be unenforceable, as described above. If such interpretation were challenged by a significant number of customers, then this could lead to significant disruption and shortfall in the income of the Issuer. Court decisions have been made on technical rules under the CCA against certain lenders, but such decisions are very few and are generally county court decisions which are not binding on other courts. Lenders have historically pursued such debts as though they are simply enforceable, until such time as those defects were raised by the borrower and/or the court in any claim. If, however, a court or the FCA were to take a view that lenders are required to notify borrowers of such defects before pursuing enforcement, this would represent a significant compliance cost. It should thus be borne in mind that enforcement may be a lengthier and more costly process in future.
- (xiii) If a customer is in breach of the relevant hire purchase agreement, and has paid at least one-third of the total amount payable for the goods (including any deposit), then the goods become protected goods. The lender is not entitled to repossession of protected goods without a court order or the customer's consent given at the time of repossession. If the lender recovers protected goods without such order or consent, then the hire purchase agreement is totally unenforceable against the customer, and the customer is entitled to recover from the lender all sums paid by the customer under the agreement. The lender is not entitled to enter any premises to take possession of any goods subject to a credit agreement (whether protected goods or not) without a court order. In Scotland, the lender may need to obtain a court order to take possession of the goods in any event.
- (xiv) Court decisions have conflicted on whether the amount payable by the customer on termination by the lender (for example, for repudiatory breach by the customer) is restricted to the amount calculated by the one-half formula for termination by the customer. The Financing Contracts provide that the amount payable by the Obligor on termination by the Seller is the outstanding balance of the total amount payable under the Financing Contract, less any statutory rebate for early settlement, and less any net proceeds of sale of the Financed Object or the open market value of the Financed Object as determined by the Seller. Thus the Financing Contracts reflect those court decisions favourable to the lender on this point.
- (xv) A disposition of the vehicle by the customer to a bona fide private purchaser without notice of the hire purchase agreement will transfer to the purchaser the creditor's title to the financed vehicle.

**(b) Breach of implied terms**

Under the Supply of Goods (Implied Terms) Act 1973 or CRA15, an Obligor may also make a claim for breach of contract against MNF or, potentially, terminate the Financing Contract for repudiatory breach if the Financed Object the subject of the Financing Contract is not of satisfactory quality (which includes an assessment of whether it is fit for its intended purpose). This may include a claim arising from a defect or other manufacturing irregularity with respect to the Financed Object, such as those seen in connection with Volkswagen engines in 2015/2016. Under the terms of each Financing Contract, there is one clause which purports to restrict MNF's liability for any loss, injury or damage (other than death or personal injury) caused by MNF's negligence or breach of contract. This clause is expressly stated to be subject to the relevant implied terms of the Supply of Goods (Implied Terms) Act 1973 or CRA15 in relation to title, conformity of the vehicles in question as to description, sample, quality and fitness for a particular purpose.

Where the Obligor makes the contract other than in the course of a business this exclusion does not affect the Obligor's statutory rights that the goods be of satisfactory quality and fit for their intended purpose. Where the Obligor makes the contract in the course of a business the exclusion of liability will only be binding if it meets a statutory test of reasonableness. Whenever this test is not satisfied MNF will need to seek to rely on its right to be reimbursed by the dealer, to the extent applicable (described in (a)(iii) above).

In the above circumstances, MNF normally has a right to claim against the supplier for any amount paid to the Obligor in respect of the Obligor's claim and any costs (including legal costs) incurred in defending the claim. If any such case arises and the Obligor's claim is successful, MNF would also ordinarily seek to sell the vehicle back to the supplier.

**(c) The Unfair Contract Terms Act 1977**

The Unfair Contract Terms Act 1977 ("UCTA") applies to business-to-business contracts and operates to restrict the effect of unfair limits on liability.

Certain types of liability may be excluded or limited by a term in a business-to-business contract, but only to the extent that the term passes the "reasonableness" test set out in UCTA. This test requires that the term must be fair and reasonable having regard to the circumstances which were, or ought reasonably to have been, known to or in the contemplation of the parties when the contract was made. The test applies to terms which seek to limit various types of liability, including liability for breach of implied terms under the Supply of Goods (Implied Terms) Act 1973 (as noted above), negligence (other than negligence resulting in death or personal injury), breach of contract (where a standard form contract is used) and misrepresentation (other than fraudulent misrepresentation). If a term is found to be unreasonable under UCTA, it will be unenforceable.

**(d) Unfair Terms in Consumer Contracts Regulations 1999 and the Consumer Rights Act 2015**

The Unfair Terms in Consumer Contracts Regulations 1999, as amended (the "UTCC Regulations"), apply to business-to-consumer contracts entered into prior to 1 October 2015 (the "CRA Commencement Date") only. For business-to-consumer contracts entered into on or after the CRA Commencement Date, the CRA15 applies.

Where the UTCC Regulations or the CRA15 applies, they render unfair terms in business-to-consumer contracts not binding on the customer (subject to certain exceptions). A consumer may challenge a standard term in a contract on the basis that it is unfair and not binding on the consumer (although the rest of the contract continues to bind the parties if it is capable of continuing in existence without the unfair term).

A term will be unfair where, contrary to the requirement of good faith, it causes significant imbalance in the parties' rights and obligations under the contract to the detriment of the consumer. The CRA15 also applies substantially the same test of fairness to consumer notices and generally refers to term and notices interchangeably. In determining whether a term is fair it is necessary to: (i) take into account the nature of the subject matter of the contract; (ii) refer to all the circumstances existing when the term was agreed; and (iii) refer to all of the other terms of the contract or any other contract on which it depends.

The Competition and Markets Authority ("CMA") is the UK's national competition and consumer authority and therefore principal enforcer of the UTCC Regulations and the CRA15. However, the CMA and the FCA concurrently supervise unfair terms under the UTCC Regulations and the CRA15. There is a Memorandum of Understanding dated 12 January 2016 that outlines the nature of this arrangement. Importantly, the Memorandum of Understanding clarifies that it is the FCA's responsibility to consider fairness within the meaning of the UTCC Regulations and the CRA15 in financial services contracts entered into by authorised firms or appointed representatives and take action where appropriate.

Ultimately, only a court can decide whether a term is fair; however it will take into account any relevant guidance published by the CMA or the FCA.

On 19 December 2018, the FCA published finalised guidance entitled "Fairness of variation terms in financial services consumer contracts under the Consumer Rights Act 2015" (FG18/7), outlining factors the FCA considers firms should have regard to when drafting and reviewing variation terms in consumer contracts.

This follows developments in case law, including the Court of Justice of the EU. The finalised guidance relates to all financial services consumer contracts entered into since 1 July 1995. The FCA stated that firms should consider both this guidance and any other rules that apply when they draft and use variation terms in their consumer contracts. The FCA stated that the finalised guidance will apply to FCA authorised persons and their appointed representatives in relation to any consumer contracts which contain variation terms.

**(e) Scottish Receivables and the Unfair Terms in Consumer Contracts Regulations 1999**

Certain of the Financing Contracts (in respect of Purchased Receivables constituting 9.42% of the Provisional Portfolio) have been entered into with Obligors who are (a) consumers and (b) located in Scotland, whilst certain of the vehicles financed pursuant to the Financing Contracts are located in Scotland. In such circumstances, notwithstanding the express choice of English law as the governing law of the contract, there is a risk that the Scottish courts could treat the express governing law clause and exclusive jurisdiction provisions as not binding on the relevant Obligor and instead apply Scots law based on regulations 5 and 8 of the Unfair Terms in Consumer Contracts Regulations 1999 and related OFT and Competition and Markets Authority Guidance and, from 1 October 2015, CRA15.

If a Scottish court were to declare that a Financing Contract was in fact governed by Scots law as the express governing law was unenforceable (a "**Scottish Financing Contract**"), the Scottish court would declare that such Scottish Financing Contract had always been governed by Scots law, and that the Scottish Financing Contract should therefore be interpreted as a matter of Scots law. There is therefore a risk that the transfer of Purchased Receivables derived from Scottish Financing Contracts ("**Scottish Receivables**") by MNF to the Issuer pursuant to an English law Receivables Purchase Agreement may not be considered to be a valid transfer by the Scottish courts.

To mitigate this risk, MNF will declare a trust (the "**Scottish Trust**") in favour of the Issuer over the Scottish Receivables and the Issuer will be the beneficiary under the Scottish Trust. To the extent a Scottish court considers the relevant Financing Contract to be governed by Scots law, legal title to the relevant Scottish Receivable will accordingly remain with MNF because no formal assignation thereof duly intimated to the relevant Obligor(s) will be made. The legal position of the Issuer under the Scottish Trust is substantially in accordance with that set out above in relation to the holding of an equitable interest in the Purchased Receivables governed by the laws of England and Wales.

In respect of PCP Contracts relating to vehicles located in Scotland, to mitigate the risk where a Scottish Obligor exercises its option to return the vehicle at the end of the term in accordance with the terms of the PCP Contract, MNF will grant a floating charge (the "**Scottish Vehicle Sales Proceeds Floating Charge**") in favour of the Issuer in respect of the proceeds of sale of any vehicle located in Scotland returned to MNF at the end of a PCP Contract and subsequently sold.

The fixed charge granted by the Issuer in favour of the Trustee over the Issuer's assets includes, among other things, an assignation in security of the Issuer's interest in the Scottish Trust.

**(f) Consumer Protection from Unfair Trading Regulations 2008**

The Consumer Protection from Unfair Trading Regulations 2008 (the "**UTR**") prohibit unfair, aggressive and misleading business-to-consumer commercial practices before, during and after a consumer contract is made.

The UTR do not currently give any claim, defence or right of set-off to an individual consumer. Breach of the UTR does not (of itself) render an agreement void or unenforceable, but the possible liabilities for misrepresentation or breach of contract in relation to agreements may result in irrecoverable losses on amounts to which such agreements apply. The Consumer Protection (Amendment) Regulations 2014 amended the UTR (with effect from 1 October 2014) so as to give consumers a right to redress for certain prohibited practices, including a right to unwind agreements.

The UTR require the CMA (prior to 1 April 2014, the Office of Fair Trading ("**OFT**")) and local trading standards authorities to enforce the UTR by prosecution or by seeking an enforcement order to prevent a business from carrying on unfair practices. In addition, the FCA (or prior to 1 April 2014, the OFT) addresses unfair practices in its regulation of consumer finance. No assurance can be given that any regulatory action, guidance in respect of the UTR or any changes to the UTR will not have a material adverse effect on those Financing Contracts which are business-to-consumer contracts and accordingly on the Issuer's ability to make payments in full when due on the Notes.

## EARLY REDEMPTION OF THE NOTES

The Portfolio may be sold by the Issuer pursuant to the Deed Poll.

### Portfolio Option

The Portfolio Option Holder may, by giving written notice to the Issuer at any time after the Portfolio Option Commencement Date (such notice to be given not more than 60 days nor less than 20 days prior to the Payment Date specified in the notice), purchase or procure that a Third Party Purchaser purchases all (but not part) of the Purchased Receivables on the specified Payment Date, provided that, no such notice may be given unless two full Interest Periods have passed since such Portfolio Option Commencement Date and no notice has been delivered by the Issuer to the Noteholders to voluntarily redeem the Notes in accordance with Condition 7.3 (*Optional Redemption in Whole*).

The Portfolio Option Holder will exercise the Portfolio Option in accordance with the terms of the Deed Poll. The Seller will not provide any representations or warranties in relation to those Purchased Receivables. The Issuer will provide limited representations in relation to its title to the Purchased Receivables.

In connection with the exercise of the Portfolio Option, the Portfolio Option Holder or the Third Party Purchaser (as applicable) will agree with the Issuer to either (i) deposit an amount equal to the Portfolio Option Purchase Price in either an escrow account in the name of the purchaser or in any other account (including the Issuer Account) as may be agreed between the Issuer and the Portfolio Option Holder or (as applicable) the Third Party Purchaser or (ii) provide irrevocable payment instructions for an amount equal to the Portfolio Option Purchase Price, provided that such deposit shall be made or irrevocable payment instructions shall be given by no later than (x) four Business Days prior to the Target Portfolio Purchase Completion Date or (y) such other date as the Issuer, at its sole discretion and the Portfolio Option Holder or (as applicable) the Third Party Purchaser may agree, provided further that the Portfolio Option Purchase Price or, as applicable, irrevocable payment instructions must be received by the Issuer in sufficient time to enable the Issuer to fully repay the Notes and any accrued interest pursuant to Condition 7.5 (*Redemption and Cancellation - Mandatory Redemption in full pursuant to a Portfolio Purchase*).

The exercise of the Portfolio Option will also be subject to the following conditions:

- (a) either (i) each of the purchasers of the legal and beneficial title in the Purchased Receivables is resident for tax purposes in the United Kingdom, or (ii) each of the Issuer, and the Seller, having received tax advice (such advice to be obtained prior to the execution of any binding agreement in relation to the transfer of the Purchased Receivables) from an appropriately qualified and experienced United Kingdom tax adviser in the form and substance satisfactory to it (acting reasonably), or such other comfort as may reasonably be required by it (including, without limitation, any clearance or other confirmation granted by HM Revenue and Customs), is satisfied that sale of legal and beneficial title in the relevant Purchased Receivables should not expose the Issuer or the Seller to a risk of loss in consequence of United Kingdom income tax being required to be withheld from amounts paid in respect of the Purchased Receivables;
- (b) either (i) the purchaser of the legal title to the Purchased Receivables has all the appropriate licences, approvals, authorisations, consents, permissions and registrations (including any approvals, authorisations, consents, permissions and registrations required to be maintained under the FSMA and any rules and regulations of the FCA) required to administer receivables such as the Purchased Receivables (the "**Relevant Authorisations**") or (ii) the purchaser of the beneficial interest in the Purchased Receivables has appointed a servicer who has the Relevant Authorisations; and
- (c) the purchaser of the beneficial interest in the Purchased Receivables shall not be permitted to transfer the beneficial interest in the Purchased Receivables to any further purchaser until the transfer of the legal title to the Purchased Receivables in favour of the purchaser of legal title to the Purchased Receivables is perfected unless such transfer of beneficial interest is made to an entity which is within charge to UK corporation tax.

The tax advice referred to in (a) above shall be obtained at the cost of the Portfolio Option Holder.

In connection with the exercise of the Portfolio Option, the beneficial title to the Purchased Receivables will be transferred on the Target Portfolio Purchase Completion Date. However, the perfection of the transfer of the legal title to the Purchased Receivables and the giving of notices of such transfer to the Obligor may take place promptly after the Target Portfolio Purchase Completion Date.

### Undertaking in respect of the Swap Agreement

The Deed Poll also provides that if the Seller is a Residual Certificateholder, the Issuer shall, if instructed by the Seller exercise any rights it has to terminate in full or in part one or more swap or other hedging transactions entered into by the Issuer with the Interest Rate Swap Counterparty (subject to the provisions of the Swap Agreement) (a "**Partial Swap Unwind**"), provided that (a) the Servicer has confirmed to the Seller and the Issuer that, following any such Partial Swap Unwind, the overall amortisation profile in respect of the Swap Agreement does not reflect a higher prepayment scenario than ten per cent. prepayment in respect of the Portfolio, as at the



time of such Partial Swap Unwind and (b) any instruction by the Seller may only be given to the Issuer after the end of the Revolving Period. In the Receivables Purchase Agreement, the Seller covenants to promptly pay (or procure payment of) any termination payment payable by the Issuer to the Interest Rate Swap Counterparty in connection with any Partial Swap Unwind.

## THE ISSUER

### General

The Issuer was established as a special purpose vehicle and incorporated and registered in England and Wales (registered number 12406043) under the Companies Act 2006 with limited liability as a public limited company on 15 January 2020.

### Registered Office

The Issuer's registered office is at 11th Floor, 200 Aldersgate Street, London EC1A 4HD. The telephone number of the Issuer is +44 20 7466 1600.

### Principal Activities

There are no restrictions on the objects of the Issuer in its Articles of Association and the Issuer is therefore permitted, amongst other things, to borrow money and grant security over its property for the performance of its obligations.

The Issuer was established to issue the Notes, to purchase the Receivables, to enter into the Transaction Documents and to carry out any and all other activities related to the transactions described in this Prospectus.

The Issuer has no subsidiaries or employees.

Since its incorporation, the Issuer has not carried on any business or activities other than those incidental to its incorporation, the authorisation and issue of the Notes and the purchase of the Receivables and activities incidental to the exercise of its rights and compliance with its obligations under the Transaction Documents and any other documents entered into in connection with the issue of the Notes.

Since its date of incorporation, the Issuer has not commenced operations and no financial statements of the Issuer have been prepared as at the date of this Prospectus.

### Management

The directors of the Issuer and, where applicable, their respective business addresses and principal activities are:

Name	Business Address	Principal Activity
MaplesFS UK Corporate Director No.1 Limited (a company incorporated in England and Wales under registered number 10722404)	11th Floor, 200 Aldersgate Street London EC1A 4HD United Kingdom	Director
MaplesFS UK Corporate Director No.2 Limited (a company incorporated in England and Wales under registered number 10721233)	11th Floor, 200 Aldersgate Street London EC1A 4HD United Kingdom	Director
Jennifer Jones	11th Floor, 200 Aldersgate Street London EC1A 4HD United Kingdom	Director

The directors of the Issuer may engage in other activities and have other interests which may conflict with the interests of the Issuer. As a matter of English law, each director is under a duty to act honestly and in good faith with a view to the best interests of the Issuer, regardless of any other directorships he may hold.

The directors of the Issuer have the requisite experience for the management of its business. Pursuant to the terms of the Corporate Services Agreement, the Corporate Services Provider will provide directors and certain other corporate and administration services to the Issuer in consideration for the payment by the Issuer of an annual fee to the Corporate Services Provider.

The secretary of the Issuer is Maples Fiduciary Services (UK) Limited, a company incorporated in England and Wales with the registered number 09422850 and having its registered office is at 11th Floor, 200 Aldersgate Street, London, EC1A 4HD, United Kingdom.

## Capital and Shares

The issued share capital of the Issuer comprises 50,000 shares, all of which are beneficially owned by Holdings (see "*Holdings*" below). The rights of Holdings as a shareholder in the Issuer are contained in the articles of association of the Issuer and the Issuer will be managed in accordance with those articles and English law.

## Capitalisation

The following table sets out the capitalisation of the Issuer as at the date hereof:

Share Capital	Pounds Sterling
<b>Issued:</b>	
50,000 ordinary shares of £1.00 each (all such shares other than one being quarter paid up)	£12,500.75
<b>Loan Capital:</b>	
Notes	£583,754,000
<b>Total capitalisation:</b>	£583,766,500.75

As at the date hereof, save as disclosed above, the Issuer has no loan capital outstanding or authorised but unissued shares, no term loans outstanding and no other borrowings or indebtedness in the nature of the borrowing nor any contingent liabilities or guarantees. The current financial period of the Issuer will end on 30 June 2021.

## Auditors

The independent auditor of the Issuer is Deloitte LLP, chartered accountants and registered auditors in the United Kingdom, whose office is located at 1 New Street Square, London, United Kingdom, EC4A 3HQ.

## Tax

It is considered that the Issuer will qualify as a "securitisation company" for the purposes of the United Kingdom Taxation of Securitisation Companies Regulations 2006 (SI 2006/3296) (the "**Regulations**") with effect from the Closing Date and will be subject to United Kingdom corporation tax on its retained profit in accordance with the Regulations. The amount of such profit is expected to be £1,200 per annum.

## HOLDINGS

### General

Holdings was established as a special purpose vehicle and incorporated and registered in England and Wales (registered number 12404676) under the Companies Act 2006 with limited liability as a private limited company on 15 January 2020.

### Registered Office

Holdings' registered office is at 11th Floor, 200 Aldersgate Street, London EC1A 4HD. The telephone number of Holdings is +44 20 7466 1600.

### Principal Activities

There are no restrictions on the objects of Holdings in its articles of association and Holdings is therefore permitted, amongst other things, to borrow money and grant security over its property for the performance of its obligations.

Holdings has one subsidiary (the Issuer) and has no employees.

Since its incorporation, Holdings has not carried on any business or activities other than those incidental to its incorporation.

Since its date of incorporation, Holdings has not commenced operations and no financial statements of Holdings have been prepared as at the date of this Prospectus.

### Management

The directors of Holdings and, where applicable, their respective business addresses and principal activities are:

Name	Business Address	Principal Activity
MaplesFS UK Corporate Director No.1 Limited (a company incorporated in England and Wales under registered number 10722404)	11th Floor, 200 Aldersgate Street London EC1A 4HD United Kingdom	Director
MaplesFS UK Corporate Director No.2 Limited (a company incorporated in England and Wales under registered number 10721233)	11th Floor, 200 Aldersgate Street London EC1A 4HD United Kingdom	Director
Jennifer Jones	11th Floor, 200 Aldersgate Street London EC1A 4HD United Kingdom	Director

The directors of Holdings may engage in other activities and have other interests which may conflict with the interests of Holdings. As a matter of English law, each director is under a duty to act honestly and in good faith with a view to the best interests of Holdings, regardless of any other directorships he may hold.

The directors of Holdings have the requisite experience for the management of its business. Pursuant to the terms of the Corporate Services Agreement, the Corporate Services Provider will provide directors and certain other corporate and administration services to Holdings in consideration for the payment by the Issuer of an annual fee to the Corporate Services Provider.

The secretary of Holdings is Maples Fiduciary Services (UK) Limited, a company incorporated in England and Wales with the registered number 09422850 and having its registered office is at 11th Floor, 200 Aldersgate Street, London, EC1A 4HD, United Kingdom.

### Capital and Shares

Pursuant to a Declaration of Trust dated 16 January 2020, Maples Fiduciary Services (UK) Limited (in such capacity, the "**Share Trustee**"), a company incorporated in England and Wales and having its registered office at 11th Floor, 200 Aldersgate Street, London, EC1A 4HD, United Kingdom, holds 1 share of Holdings under the terms of a discretionary trust, the benefit of which is expressed to be for charitable purposes.

The Share Trustee will have no beneficial interest in and derive no benefit (other than fees) for acting as Share Trustee from its holding of shares in Holdings.

**Capitalisation**

The following table sets out the capitalisation of Holdings as at the date hereof:

<b>Share Capital</b>	<b>Pounds Sterling</b>
<b>Issued:</b>	
1	£1.00
<b>Total capitalisation:</b>	<b>£1.00</b>

As at the date hereof, save as disclosed above, Holdings has no loan capital outstanding or authorised but unissued shares, no term loans outstanding and no other borrowings or indebtedness in the nature of the borrowing nor any contingent liabilities or guarantees. The current financial period of Holdings will end on 30 June 2021.

**Auditors**

The independent auditor of Holdings is Deloitte LLP, chartered accountants and registered auditors in the United Kingdom, whose office is located at 1 New Street Square, London, United Kingdom, EC4A 3HQ.

**INTEREST RATE SWAP COUNTERPARTY**

This description of the Interest Rate Swap Counterparty does not purport to be a summary of, and is therefore subject to, and qualified in its entirety by reference to, the detailed provisions of the Swap Agreement and the other Transaction Documents.

J.P. Morgan AG is a stock corporation (*Aktiengesellschaft*) established and existing in accordance with the laws of the Federal Republic of Germany with registered address Taunusturm, Taunustor 1, 60310 Frankfurt am Main, Germany and registered with the Commercial Register B (Handelsregister B) of the local court (*Amtsgericht*) of Frankfurt am Main under registration number HRB 16861. The purpose of J.P. Morgan AG's business is banking transactions of all kinds with the exception of investment and bond transactions. J.P. Morgan AG is an indirect wholly owned subsidiary of JPMorgan Chase & Co., has a full banking licence pursuant to section 1 (1) of the German Banking Act (*Kreditwesengesetz*) (including, but not limited to, Nos. 1 to 5 (excluding Pfandbrief business) and 7 to 9) and conducts banking business with institutional clients, banks, corporate clients and clients from the public sector. J.P. Morgan AG does not have securities admitted to trading on a regulated market or an equivalent market.

**ACCOUNT BANK**

This description of the Account Bank does not purport to be a summary of, and is therefore subject to, and qualified in its entirety by reference to, the detailed provisions of the Account Agreement and the other Transaction Documents.

HSBC Bank plc and its subsidiaries form a group providing a range of banking products and services.

HSBC Bank plc (formerly Midland Bank plc) was formed in England in 1836 and subsequently incorporated as a company limited by shares in 1880. In 1923, the company adopted the name Midland Bank Limited, which it held until 1982 when it re-registered as a public limited company and changed its name to Midland Bank plc. In 1992, Midland Bank plc became a wholly owned subsidiary undertaking of HSBC Holdings plc, whose Group Head Office is at 8 Canada Square, London E14 5HQ. HSBC Bank plc adopted its current name, changing from Midland Bank plc, in 1999.

HSBC Holdings plc, the parent company of the HSBC Group, is headquartered in London. As at the date of this Prospectus, the Group serves customers worldwide across 64 countries and territories in Europe, Asia, North America, Latin America, and Middle East and North Africa. With assets of US\$2,715bn at 31 December 2019, HSBC is one of the world's largest banking and financial services organisations.

The short term senior unsecured and unguaranteed obligations of HSBC Bank plc are, as at the date of this Prospectus, rated P-1 by Moody's and A-1+ by S&P Global Ratings Europe Limited and HSBC Bank plc has a short term issuer default rating of F1+ from Fitch. The long term senior unsecured and unguaranteed obligations of HSBC Bank plc are rated Aa3 by Moody's and AA- by S&P Global Ratings Europe Limited and HSBC Bank plc has a long term issuer default rating of A+ from Fitch.

HSBC Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. HSBC Bank plc's principal place of business in the United Kingdom is 8 Canada Square, London E14 5HQ.

**SUMMARY OF PROVISIONS RELATING TO  
NOTES AND RESIDUAL CERTIFICATES IN GLOBAL FORM**

**Global Notes**

Each class of Notes will initially be in the form of a Temporary Global Note which will be delivered on or around the Closing Date to the Common Safekeeper. Each Temporary Global Note will be exchangeable in whole or in part for interests in the related Permanent Global Note not earlier than 40 days after the Closing Date upon certification as to non-U.S. beneficial ownership. Interest payments in respect of the Notes cannot be collected until certification of non-U.S. beneficial ownership is received by the Paying Agent.

The Permanent Global Notes will become exchangeable in whole, but not in part, for Notes in definitive form each issued in minimum denominations of, in respect of the Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes, Class F Notes and Class X Notes, £100,000 and higher multiple integrals of £1,000 at the request of the bearer of a Permanent Global Note against presentation and surrender of the Permanent Global Note to the Paying Agent if any of the following events (each an "**Exchange Event**") occurs:

- (a) either Euroclear or Clearstream, Luxembourg is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so and no other clearing system acceptable to the Trustee is then in existence; or
- (b) as a result of any amendment to, or change in, the laws or regulations of the United Kingdom (or of any political sub-division thereof), or of any United Kingdom Tax Authority or in the interpretation or administration of such laws or regulations which becomes effective on or after the Closing Date, the Issuer or any Paying Agent is or will on the next Payment Date be required to make any deduction or withholding for or on account of Tax from any payment in respect of the Notes which would not be required were such Notes in definitive form.

Whenever a Permanent Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with receipts, Coupons and talons attached, in an aggregate principal amount equal to the principal amount of the Permanent Global Note to the bearer of the Permanent Global Note against the surrender of the Permanent Global Note at the specified office of the Paying Agent within 30 days of the occurrence of the relevant Exchange Event.

In addition, the Temporary Global Notes and the Permanent Global Notes will contain provisions which modify the Conditions of the Notes as they apply to the Temporary Global Notes and the Permanent Global Notes. The following is a summary of certain of those provisions:

*Nominal amounts:* The nominal amount of the Notes represented by each Global Note shall be the aggregate amount from time to time entered in the records of both Euroclear and Clearstream, Luxembourg (in their capacity as the "**ICSDs**"). The records of the ICSDs (which expression means the records that each ICSD holds for its customers which reflect the amount of such customer's interest in the Notes) shall be conclusive evidence of the nominal amount of the Notes and, for these purposes, a statement issued by an ICSD stating the nominal amount of the Notes at any time (which statement shall be made available to the bearer upon request) shall be conclusive evidence of the records of such ICSD at that time.

*Payments:* All payments in respect of the Temporary Global Notes and the Permanent Global Notes will be made by wire transfer by the Paying Agent to Euroclear and Clearstream, Luxembourg for onward credit to the Noteholders and will be effective to satisfy and discharge the corresponding liabilities of the Issuer in respect of the Notes.

A record of each payment made on a Global Note, distinguishing between any payment of interest and principal will be entered *pro rata* in the records of the ICSDs and, upon any such entry being made, the nominal amount of the Notes recorded in the records of the ICSDs and represented by the relevant Global Note shall be reduced by the aggregate nominal amount of such instalment so paid. Any failure to make the entries referred to above shall not affect the discharge of the corresponding liabilities of the Issuer in respect of the Notes.

*Notices:* Notwithstanding Condition 17 (*Notices to Noteholders*), while any of the Notes are represented by a Permanent Global Note (or by a Permanent Global Note and/or a Temporary Global Note) and the Permanent Global Note is (or the Permanent Global Note and/or the Temporary Global Note are) kept with a common safekeeper for Euroclear and Clearstream, Luxembourg, notices to Noteholders may be given by delivery of the relevant notice to Euroclear and Clearstream, Luxembourg and, in any case, such notices shall be deemed to have been given to the Noteholders in accordance with Condition 17 (*Notices to Noteholders*) on the date of delivery to Euroclear and Clearstream, Luxembourg.

*Transfers:* For so long as the Notes are represented by the relevant Global Notes, the Notes so represented by such Global Notes will be transferable in accordance with the rules and procedures for the time being of Euroclear, or, as the case may be, Clearstream, Luxembourg and the Issuer, the Paying Agent and the Trustee may treat each Person who is for the time being shown in the records of



Euroclear or of Clearstream, Luxembourg as the holder of a particular principal amount of Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes, Class F Notes or Class X Notes (as the case may be) (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the principal amount of the Notes standing to the account of any Person shall be conclusive and binding for all purposes) as the holder of such principal amount of such Notes for all purposes, other than with respect to the payment of interest and repayment of principal on such Notes, the right to which shall be vested solely in the bearer of the relevant Global Note and in accordance with its terms.

*Meetings:* The holder of each Global Note will be treated as being one Person for the purposes of any quorum requirement of, or the right to demand a poll at, a meeting of holders of each class of the Notes, as the case may be, and, at any such meeting, as having one vote in respect of each £1,000, Principal Amount Outstanding of each class of the Notes for which the Global Note may be exchanged.

#### **Residual Certificates – General**

The Residual Certificates will be represented on issue by a global certificate in registered form. The Global Residual Certificates will be registered on issue on or around the Closing Date in the name of the nominee for the Common Safekeeper for Euroclear and Clearstream, Luxembourg. The Registrar will maintain a register in which it will register the nominee for the Common Safekeeper as the holder of the Global Residual Certificate. Upon confirmation by the Common Safekeeper that it has been issued with the Global Residual Certificates, Euroclear or Clearstream, Luxembourg, as the case may be, will record the beneficial interests in the Global Residual Certificate (the book-entry interests) representing beneficial interests in the Global Residual Certificate attributable thereto.

Holders of book-entry interests in the Global Residual Certificates will be entitled to receive Definitive Residual Certificates in registered form ("**Definitive Residual Certificates**") in exchange for their respective holdings of book-entry interests if (a) Euroclear or Clearstream, Luxembourg are closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announce an intention permanently to cease business and do so cease to do business and no alternative clearing system satisfactory to the Trustee is available or (b) as a result of any amendment to, or change in, the laws or regulations of the United Kingdom (or any political subdivision thereof) or of any authority therein or thereof having power to tax or in the interpretation by a revenue authority or a court of, or in the administration of, such laws or regulations which becomes effective on or after the Closing Date, the Issuer or any Paying Agent is or will be required to make any withholding or deduction from any payment in respect of a Global Residual Certificate which would not be required if the Global Residual Certificate were in definitive registered form and a certificate to such effect signed by an authorised director of the Issuer is delivered to the Trustee.

Any Definitive Residual Certificates issued in exchange for book-entry interests in the Global Residual Certificates will be registered by the Registrar in such name or names as the Issuer shall instruct the Paying Agent based on the instructions of Euroclear or Clearstream, Luxembourg, as the case may be. It is expected that such instructions will be based upon directions received by Euroclear or Clearstream, Luxembourg from their participants with respect to ownership of the relevant book-entry interests. Holders of Definitive Residual Certificates issued in exchange for book-entry interests in the Global Residual Certificates will not be entitled to exchange such Definitive Residual Certificate for book-entry interests in such Global Residual Certificates. Any Residual Certificates issued in definitive form will be issued in registered form only within 30 days of the occurrence of the relevant event (but not earlier than the first day following the expiry of 40 days after the Closing Date) and will be subject to the provisions set forth under "*Transfers*" below and provided that no transfer shall be registered for a period of 15 days immediately preceding any due date for payment in respect of the Residual Certificate or, as the case may be, the due date for redemption.

The Global Residual Certificate will contain provisions which modify the Conditions of the Notes as they apply to the Global Residual Certificate. The following is a summary of certain of those provisions:

*Nominal amounts:* The nominal amount of the Residual Certificates represented by each Global Residual Certificate shall be the aggregate amount from time to time entered in the records of the ICSDs. The records of the ICSDs (which expression means the records that each ICSD holds for its customers which reflect the amount of such customer's interest in the Residual Certificates) shall be conclusive evidence of the nominal amount of the Residual Certificates and, for these purposes, a statement issued by an ICSD stating the nominal amount of the Residual Certificates at any time (which statement shall be made available to the bearer upon request) shall be conclusive evidence of the records of such ICSD at that time.

*Payments:* All payments in respect of the Global Residual Certificate will be made by wire transfer by the Paying Agent to the order of the Common Safekeeper or its nominee as the registered holder thereof with respect to the Global Residual Certificates and will be effective to satisfy and discharge the corresponding liabilities of the Issuer in respect of the Residual Certificates. Each holder of Residual Certificate book-entry interests must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for its share of any amounts paid by or on behalf of the Issuer to the order of the Common Safekeeper, or their nominees. On each record date (the "**Record Date**"), the ICSDs will determine the identity of the holders of book-entry interests for the purposes of making payments under the Global Residual Certificates. The Record Date in respect of the Global Residual Certificates shall be as at close of business on the Clearing System Business Day immediately prior to the relevant Payment Date, where "**Clearing System Business Day**" means Monday to Friday inclusive except 25 December and 1 January.

*Notices:* Notwithstanding Residual Certificates Condition 16 (*Notices to Residual Certificateholders*), while any of the Residual Certificates are represented by a Global Residual Certificate and the Global Residual Certificate is kept with a common safekeeper for Euroclear and Clearstream, Luxembourg, notices to Residual Certificateholders may be given by delivery of the relevant notice to Euroclear and Clearstream, Luxembourg and, in any case, such notices shall be deemed to have been given to the Residual Certificateholders in accordance with Residual Certificates Condition 16 (*Notices to Residual Certificateholders*) on the date of delivery to Euroclear and Clearstream, Luxembourg.

*Transfers:* For so long as the Residual Certificates are represented by the relevant Global Residual Certificate, the Residual Certificate so represented by such Global Residual Certificates will be transferable in accordance with the rules and procedures for the time being of Euroclear, or, as the case may be, Clearstream, Luxembourg and the Issuer, the Paying Agent and the Trustee may treat each Person who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of the Residual Certificates (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the amount of the Residual Certificates standing to the account of any Person shall be conclusive and binding for all purposes) as the holder of such amount of such Residual Certificates for all purposes, other than with respect to the payment of Residual Payment Amounts, the right to which shall be vested solely in the registered holder of the relevant Global Residual Certificate and in accordance with its terms.

*Meetings:* The holder of each Global Residual Certificate will be treated as being one Person for the purposes of any quorum requirement of, or the right to demand a poll at, a meeting of holders of Residual Certificates, as the case may be, and, at any such meeting.

## TERMS AND CONDITIONS OF THE NOTES

If the Notes were to be issued in definitive form, the terms and conditions set out on the reverse of each of the Notes would be as follows. While the Notes are represented by Global Notes, they will be governed by the same terms and conditions except to the extent that such terms and conditions are appropriate only to securities in definitive form or are expressly varied by the terms of such Global Notes.

The Notes are subject to, and have the benefit of a trust deed to be dated the Closing Date (the "**Trust Deed**") made between the Issuer and HSBC Corporate Trustee Company (UK) Limited as trustee for the Noteholders (the "**Trustee**").

Any reference to the Notes in these terms and conditions (the "**Conditions**") shall include the Global Notes and the Definitive Notes. The security for the Notes is created pursuant to, and on the terms set out in, a deed of charge to be dated the Closing Date (the "**Deed of Charge**") made between the Issuer, the Interest Rate Swap Counterparty and the Trustee as security trustee for the Transaction Creditors and the assignment in security to be dated the Closing Date (the "**Assignment in Security**").

Pursuant to a paying agency agreement (the "**Paying Agency Agreement**") to be dated the Closing Date and made between the Issuer, the Trustee and HSBC Bank plc (in such capacities, the "**Paying Agent**" and the "**Agent Bank**"), provisions are made for, *inter alia*, the payment of principal and interest in respect of the Notes.

Copies of the Trust Deed, the Paying Agency Agreement and the other Transaction Documents are available for inspection during normal business hours at the specified office of the Paying Agent, being at the date hereof Level 22, 8 Canada Square, London, E14 5HQ, United Kingdom. The Noteholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed, the Paying Agency Agreement and the other Transaction Documents.

## 1. DEFINITIONS

Unless otherwise defined herein or the context requires otherwise, words and expressions used in these Conditions have the meanings and constructions ascribed to them in the Master Definitions Schedule set out in schedule 1 (Master Definitions Schedule) to the master framework agreement (the "**Master Framework Agreement**") entered into by the Issuer, the Interest Rate Swap Counterparty and the Trustee dated 8 October 2020 and as amended from time to time.

## 2. FORM, DENOMINATION AND TITLE

- 2.1 The issue of the Class A Notes is in an aggregate principal amount of £493,272,000, the issue of the Class B Notes is in an aggregate principal amount of £26,269,000, the issue of the Class C Notes is an aggregate principal amount of £29,188,000, the issue of the Class D Notes is an aggregate principal amount of £11,675,000, the issue of the Class E Notes is an aggregate principal amount of £14,594,000, the issue of the Class F Notes is an aggregate principal amount of £8,756,000 and the issue of the Class X Notes is an aggregate principal amount of £23,350,000, (each a "**Principal Amount**").
- 2.2 The Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class X Notes will initially each be represented by a temporary global note in bearer form (a "**Temporary Global Note**") without Coupons or receipts attached. The Temporary Global Note for each class of Notes will be exchangeable for Notes represented by a permanent global note in bearer form (a "**Permanent Global Note**") without Coupons or receipts attached. The Temporary Global Note and the Permanent Global Note for each class of Notes shall together be referred to as the "Global Note". The Temporary Global Notes and the Permanent Global Notes shall be kept with the Common Safekeeper for Clearstream, Luxembourg and Euroclear on the Closing Date. Upon deposit of the Temporary Global Notes, Clearstream, Luxembourg or Euroclear (as the case may be) will credit each subscriber of each of the Notes with the principal amount of Notes equal to the aggregate principal amount thereof for which it had subscribed and paid. The Temporary Global Notes and the Permanent Global Notes bear the signature of a director of the Issuer and will be authenticated by an authorised signatory of HSBC Bank plc as the Paying Agent.
- 2.3 Interests in each Temporary Global Note are exchangeable 40 days after the Closing Date provided certification of non-U.S. beneficial ownership by the relevant Noteholders has been received for interests in a Permanent Global Note (which will also be kept with the Common Safekeeper) representing the Notes, without Coupons or receipts attached. On exchange of a Temporary Global Note for a Permanent Global Note, the Permanent Global Note will remain kept with the Common Safekeeper. The Permanent Global Notes will only be exchangeable for Definitive Notes in certain limited circumstances described below.
- 2.4 The interests in the Notes are transferable in accordance with the rules and procedures for the time being of Clearstream, Luxembourg and Euroclear, as appropriate.
- 2.5 If, while any of the Notes are represented by a Permanent Global Note, (i) either Clearstream, Luxembourg or Euroclear is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announces

an intention permanently to cease business or does in fact do so and no other clearing system acceptable to the Trustee is then in existence; or (ii) as a result of any amendment to, or change in, the laws or regulations of the United Kingdom (or of any political sub-division thereof) or of any United Kingdom Tax Authority or in the interpretation or administration of such laws or regulations which becomes effective on or after the Closing Date, the Issuer or any Paying Agent is or will on the next Payment Date be required to make any deduction or withholding for or on account of Tax from any payment in respect of the Notes which would not be required were such Notes in definitive form, then the Issuer will issue Definitive Notes in respect of the Notes in exchange for the whole outstanding interest in each Permanent Global Note at the request of the bearer of the Permanent Global Note against presentation and surrender of the Permanent Global Note to the Paying Agent.

- 2.6 Definitive Notes which, if issued, will be issued in minimum denominations of, in respect of the Class A Notes, Class B Notes, Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class X Notes, £100,000 and higher integral multiples of £1,000 will be serially numbered and will be issued in bearer form with Coupons, receipts for payments of principal and talons for other coupons and receipts attached. Title to the Definitive Notes, Coupons and receipts shall pass by delivery.
- 2.7 The holder of any Note, Coupon or receipt shall (to the fullest extent permitted by applicable laws) be deemed and treated at all times, by all persons and for all purposes (including the making of any payments), as the absolute owner of such Note, Coupon or receipt, as the case may be, regardless of any notice of ownership, theft or loss, of any trust or other interest therein or of any writing thereon.

### 3. STATUS AND RANKING OF THE NOTES

- 3.1 The Notes and the Coupons constitute limited recourse, direct, unconditional, unsubordinated and secured obligations of the Issuer. In respect of payments of interest or principal respectively, the Class A Notes rank *pari passu* without preference or priority amongst themselves and, following the delivery of an Enforcement Notice, ahead of the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class X Notes. The Class B Notes rank *pari passu* without preference or priority amongst themselves and, following the delivery of an Enforcement Notice, ahead of the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class X Notes. The Class C Notes rank *pari passu* without preference or priority amongst themselves and, following the delivery of an Enforcement Notice, ahead of the Class D Notes, the Class E Notes, the Class F Notes and the Class X Notes. The Class D Notes rank *pari passu* without preference or priority amongst themselves and, following the delivery of an Enforcement Notice, ahead of the Class E Notes, the Class F Notes and Class X Notes. The Class E Notes rank *pari passu* without preference or priority amongst themselves and, following the delivery of an Enforcement Notice, ahead of the Class F Notes and Class X Notes. The Class F Notes rank *pari passu* without preference or priority amongst themselves and, following the delivery of an Enforcement Notice, ahead of the Class X Notes. The Class X Notes rank *pari passu* without preference or priority amongst themselves in relation to all payments of interest and principal, but subordinate, at all times, to all payments of interest due in respect of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes and, following the delivery of an Enforcement Notice, subordinate to all payments of principal due in respect of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes.
- 3.2 The Notes and the Coupons are obligations solely of the Issuer and are not obligations of, or guaranteed by, any of the other parties to the Transaction Documents.
- 3.3 Prior to the occurrence of an Enforcement Event and the delivery of an Enforcement Notice, the Issuer is required to apply the Available Revenue Receipts in accordance with the Pre-Enforcement Interest Priority of Payments and Available Principal Receipts in accordance with the Pre-Enforcement Principal Priority of Payments (as set out in Condition 8 (*Payments*) and Condition 7 (*Redemption and Cancellation*)) and, following the delivery of an Enforcement Notice, in accordance with the Post-Enforcement Order of Priority (as set out in Condition 11 (*Enforcement*)). Prior to delivery of an Enforcement Notice, payments of interest and principal on the Class X Notes will only be made from Available Revenue Receipts to the extent of amounts available in accordance with the Pre-Enforcement Interest Priority of Payments.
- 3.4 The Trust Deed contains provisions requiring the Trustee to have regard to the interests of the Noteholders and Residual Certificateholders equally as regards all rights, powers, trusts, authorities, duties and discretions of the Trustee (except where expressly provided otherwise), but requiring the Trustee in any such case (a) to have regard only to the interests of the holders of the Class A Notes then outstanding if, in the Trustee's opinion, there is a conflict between (i) the interests of the Class A Noteholders and (ii) the interests of the Class B Noteholders and/or the Class C Noteholders and/or the Class D Noteholders and/or the Class E Noteholders and/or the Class F Noteholders, and (b) subject to (a), to have regard only to the interests of the holders of the Class B Notes then outstanding if, in the Trustee's opinion, there is a conflict between (i) the interests of the Class B Noteholders and (ii) the interests of the Class C Noteholders and/or the Class D Noteholders and/or the Class E Noteholders and/or the Class F Noteholders and (c) subject to (a) and (b), to have regard only to the interests of the holders of the Class C Notes then outstanding if, in the Trustee's opinion, there is a conflict between (i) the interests of the Class C Noteholders and (ii) the interests of the Class D Noteholders and/or the interests of the Class E Noteholders and/or the

interests of the Class F Noteholders and (d) subject to (a), (b) and (c), to have regard only to the interests of the holders of the Class D Notes then outstanding if, in the Trustee's opinion, there is a conflict between (i) the interests of the Class D Noteholders and (ii) the interests of the Class E Noteholders and/or the interests of the Class F Noteholders (e) subject to (a), (b), (c) and (d), to have regard only to the interests of the holders of the Class E Notes then outstanding if, in the Trustee's opinion, there is a conflict between (i) the interests of the Class E Noteholders and (ii) the interests of the Class F Noteholders, (f) subject to (a), (b), (c), (d) and (e), to have regard only to the interests of the holders of the Class F Notes then outstanding if, in the Trustee's opinion, there is a conflict between (i) the interests of the Class F Noteholders and (ii) the interests of the Class X Noteholders, and (g) subject to (a), (b), (c), (d), (e) and (f), to have regard only to the interests of the holders of the Class X Notes then outstanding if, in the Trustee's opinion, there is a conflict between (i) the interests of the Class X Noteholders and (ii) the interests of the Residual Certificateholders.

- 3.5 So long as any of the Notes and Residual Certificates remain outstanding, in the exercise of its rights, authorities and discretions under the Transaction Documents, the Trustee is not required to have regard to the interests of the other Transaction Creditors.
- 3.6 The Trust Deed contains provisions limiting (i) the power of the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders, the Class F Noteholders, the Class X Noteholders and the Residual Certificateholders, *inter alia*, to request or direct the Trustee to take any action or to pass an effective Extraordinary Resolution according to the effect thereof on the interests of the Class A Noteholders, (ii) the power of the Class C Noteholders, the Class D Noteholders, the Class E Noteholders, the Class F Noteholders, the Class X Noteholders and the Residual Certificateholders, *inter alia*, to request or direct the Trustee to take any action or to pass an effective Extraordinary Resolution according to the effect thereof on the interests of the Class B Noteholders, (iii) the power of the Class D Noteholders, the Class E Noteholders, the Class F Noteholders, the Class X Noteholders and the Residual Certificateholders, *inter alia*, to request or direct the Trustee to take any action or to pass an effective Extraordinary Resolution according to the effect thereof on the interests of the Class C Noteholders, (iv) the power of the Class E Noteholders, the Class F Noteholders, the Class X Noteholders and the Residual Certificateholders, *inter alia*, to request or direct the Trustee to take any action or to pass an effective Extraordinary Resolution according to the effect thereof on the interests of the Class D Noteholders, (v) the power of the Class F Noteholders, the Class X Noteholders and the Residual Certificateholders, *inter alia*, to request or direct the Trustee to take any action or to pass an effective Extraordinary Resolution according to the effect thereof on the interests of the Class E Noteholders, (vi) the power of the Class X Noteholders and the Residual Certificateholders, *inter alia*, to request or direct the Trustee to take any action or to pass an effective Extraordinary Resolution according to the effect thereof on the interests of the Class F Noteholders (vi) the power of the Residual Certificateholders, *inter alia*, to request or direct the Trustee to take any action or to pass an effective Extraordinary Resolution according to the effect thereof on the interests of the Class X Noteholders.
- 3.7 Except in certain circumstances involving a Basic Terms Modification, the Trust Deed contains (a) no such limitation on the powers of the Class A Noteholders by reference to the effect thereof on the interests of the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders, the Class F Noteholders, the Class X Noteholders and the Residual Certificateholders, the exercise of which will be binding on all such Class B Noteholders, Class C Noteholders, Class D Noteholders, the Class E Noteholders, Class F Noteholders, the Class X Noteholders and Residual Certificateholders, irrespective of the effect thereof on their interests, (b) no such limitation on the powers of the Class B Noteholders by reference to the effect thereof on the interests of the Class C Noteholders, Class D Noteholders, the Class E Noteholders, the Class F Noteholders, the Class X Noteholders and the Residual Certificateholders, the exercise of which will be binding on the Class C Noteholders, the Class D Noteholders, Class E Noteholders, Class F Noteholders, the Class X Noteholders and Residual Certificateholders, irrespective of the effect thereof on their interests, (c) no such limitation on the powers of the Class C Noteholders by reference to the effect thereof on the interests of the Class D Noteholders, Class E Noteholders, the Class F Noteholders, the Class X Noteholders and the Residual Certificateholders, the exercise of which will be binding on the Class D Noteholders, Class E Noteholders, the Class F Noteholders, the Class X Noteholders and the Residual Certificateholders, irrespective of the effect thereof on their interests, (d) no such limitation on the powers of the Class D Noteholders by reference to the effect thereof on the interests of the Class E Noteholders, the Class F Noteholders, the Class X Noteholders and the Residual Certificateholders, the exercise of which will be binding on the Class E Noteholders, the Class F Noteholders, the Class X Noteholders and the Residual Certificateholders, irrespective of the effect thereof on their interests, (e) no such limitation on the powers of the Class E Noteholders by reference to the effect thereof on the interests of the Class F Noteholders, the Class X Noteholders and the Residual Certificateholders, the exercise of which will be binding on the Class F Noteholders, the Class X Noteholders and the Residual Certificateholders, irrespective of the effect thereof on their interests, (f) no such limitation on the powers of the Class F Noteholders and the Class X Noteholders by reference to the effect thereof on the interests of the Class X Noteholders and the Residual Certificateholders, the exercise of which will be binding on the Class X Noteholders and the Residual Certificateholders, irrespective of the effect thereof on their interests and (g) no such limitation on the powers of the Class X Noteholders by reference to the effect thereof on the interests of the Residual Certificateholders, the exercise of which will be binding on the Residual Certificateholders, irrespective of the effect thereof on their interests.

- 3.8 In determining whether the exercise of any right, power, trust, authority, duty or discretion by it under or in relation to the Conditions, the Residual Certificates Conditions and/or any of the Transaction Documents is materially prejudicial to the interests of the Class A Noteholders or the Class B Noteholders or the Class C Noteholders or the Class D Noteholders or the Class E Noteholders or the Class F Noteholders, the Class X Noteholders or the Residual Certificateholders, the Trustee may take into account any things it may consider necessary and/or appropriate in its absolute discretion.
- 3.9 Only the assets comprised in the Issuer Security shall be available to satisfy the Secured Obligations. Accordingly, recourse against the Issuer in respect of such obligations shall be limited to the assets comprised in the Issuer Security and the claims of the Transaction Creditors against the Issuer under the Transaction Documents may only be satisfied to the extent of the assets comprised in the Issuer Security. Once the assets comprised in the Issuer Security have been realised and the proceeds applied in accordance with the applicable Priority of Payments:
- (a) neither the Trustee nor any other Transaction Creditor shall be entitled to take any further steps or other action against the Issuer to recover any sums due but unpaid;
  - (b) all claims in respect of any sums due but unpaid shall be extinguished; and
  - (c) neither the Trustee nor any Transaction Creditor shall be entitled to petition or take any other step for the winding up or administration of the Issuer.

#### 4. SECURITY

As continuing security for the payment or discharge of the Secured Obligations and, subject always to the right of redemption of the Issuer, the Issuer will create in favour of the Trustee, for itself and on trust for the Transaction Creditors, in accordance with the terms of the Deed of Charge:

- (a) an assignment by way of first fixed security of the benefit of all of its present and future right, title and interest to, in and under the Purchased Receivables;
- (b) an assignment by way of first fixed security of the benefit of all of its present and future right, title and interest to, in and under:
  - (i) the Charged Transaction Documents;
  - (ii) each other contract, agreement, deed (other than the Trust Deed, the Deed of Charge and Assignment in Security) and document, present and future, to which the Issuer is or becomes a party, including, without limitation, all rights to receive payment of any amounts which may become payable to the Issuer thereunder and all payments received by the Issuer thereunder from time to time, all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereof;
- (c) first fixed security over the benefit of all of its present and future right, title and interest to, in and under any Permitted Investment;
- (d) a first fixed charge over the benefit of each account of the Issuer, other than any such accounts situated outside England and Wales (and any replacement therefor), and all of its other book debts, present and future, the proceeds of the same and all other moneys due and payable to it and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing; and
- (e) a first floating charge over the whole of the Issuer's undertaking and all the Issuer's property, assets and rights whatsoever and wheresoever present and future including, without limitation, the Issuer's uncalled capital except to the extent otherwise charged or secured under the Deed of Charge (but excepting from such exclusion the whole of the Issuer's undertaking, property, assets and rights situated in Scotland or otherwise governed by Scots law, all of which are charged by the floating charge thereby created).

In addition, as continuing security for the payment or discharge of the Secured Obligations, the Issuer will grant the Assignment in Security in favour of the Trustee, for itself and on trust for the Transaction Creditors.

**5. ISSUER COVENANTS**

5.1 Save as permitted by the Transaction Documents, the Issuer Covenants contain certain covenants in favour of the Trustee on behalf of itself and the Transaction Creditors from the Issuer which, amongst other things, restrict the ability of the Issuer to create or incur any indebtedness, dispose of assets or change the nature of its business.

5.2 The Issuer undertakes:

- (a) to provide to the Trustee, the Rating Agencies and the Paying Agent or to procure that the Trustee, the Rating Agencies and the Paying Agent are provided with:
  - (i) the Financial Statements; and
  - (ii) the Investor Reports; and
- (b) to publish or procure the publication of the Investor Reports on Bloomberg (or another similar financial news, media or website), except to the extent that disclosure of such financial information would at that time breach any law, regulation, Euronext Dublin requirement or rules of any applicable regulatory body to which the Issuer is subject.

The Financial Statements and the Investor Reports will be available for inspection by the Noteholders during normal business hours on any Business Day, and upon written request, at the specified office for the time being of the Paying Agent. Upon receipt of such information, the Paying Agent will, upon written request by a Noteholder to the Paying Agent and confirmation satisfactory to the Paying Agent of its current holding of the Notes, post to it the most recent Investor Report held by the Paying Agent.

5.3 So long as any of the Notes or Residual Certificates remains outstanding, the Issuer will procure that there will at all times be a cash manager (which shall, on the Closing Date, be HSBC Bank plc) in respect of the monies from time to time standing to the credit of the Accounts and any other account of the Issuer from time to time. Any appointment of a substitute cash manager by the Issuer is subject to, amongst other things, such substitute cash manager entering into an agreement in the form of (and on substantially the same terms as) the Cash Management Agreement and such appointment not resulting in a ratings downgrade. Any resignation by the Cash Manager or a termination of its appointment will not take effect until a substitute cash manager, previously approved in writing by the Trustee, has been duly appointed.

5.4 The counterparties of the Transaction Documents are not liable to procure the Issuer's compliance with its covenants.

**6. INTEREST**

*Period of Accrual*

6.1 Notes shall bear interest from (and including) the Closing Date. Each Note (or, in the case of the redemption of part only of a Note, that part only of such Note) shall cease to bear interest from its due date for redemption, unless, upon due presentation, payment of the relevant amount of principal or any part thereof is improperly withheld or refused. In such event, interest will continue to accrue thereon (before and after any decree or judgment) at the rate applicable to such Note up to (but excluding) the date on which, on presentation of such Note, payment in full of the relevant amount of principal is made or (if earlier) seven days after the date notice is duly given by the Paying Agent to the holder thereof (in accordance with Condition 17 (*Notices to Noteholders*)) that upon presentation thereof, such payment will be made, provided that upon such presentation, such payment is in fact made.

*Payment Dates and Interest Periods*

6.2 Interest on the Notes is payable monthly in arrear on the 20th of each calendar month, or, in the event such day is not a Business Day, then on the next following Business Day unless that day falls in the next calendar month, in which case the date will be the first preceding day that is a Business Day (each a "**Payment Date**") in respect of the Interest Period ending immediately prior thereto.

6.3 In the event of an Interest Shortfall arising in respect of:

- (i) whilst the Most Senior Class of Notes Outstanding are the Class A Notes, any of the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes or the Class X Notes, and
- (ii) (A) whilst the Most Senior Class of Notes Outstanding are the Class B Notes or (B) when the Class A Notes and the Class B Notes have been redeemed in full, any of the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes or the Class X Notes,

the payment of such Accrued Interest remaining unpaid in respect of such Notes on that Payment Date shall be deferred to the next Payment Date, subject to the provisions of this Condition 6.3 (*Interest - Payment Dates and Interest Periods*) provided that the payment of such shortfall shall not be deferred beyond the Final Maturity Date or any other date on which the Notes are to be redeemed in full. On such date, any amount which has not by then been paid in full shall become due and payable. Interest will accrue on any such deferred Accrued Interest. No Accrued Interest payable in relation to the Most Senior Class Outstanding whilst the Most Senior Class Outstanding is a Class A Note or a Class B Note shall be deferred pursuant to this Condition 6.2 (*Interest - Payment Dates and Interest Periods*).

*Interest Rates on the Notes*

- 6.4 The interest rate applicable to the Class A Notes shall be equivalent to Compounded Daily SONIA (as determined in accordance with the provisions below) plus the Class A Margin (the "**Class A Notes Interest Rate**") for each Interest Period. The interest rate applicable to the Class B Notes shall be equivalent to Compounded Daily SONIA (as determined in accordance with the provisions below) plus the Class B Margin (the "**Class B Notes Interest Rate**") for each Interest Period. The interest rate applicable to the Class C Notes shall be equivalent to Compounded Daily SONIA (as determined in accordance with the provisions below) plus the Class C Margin (the "**Class C Notes Interest Rate**") for each Interest Period. The interest rate applicable to the Class D Notes shall be equivalent to Compounded Daily SONIA (as determined in accordance with the provisions below) plus the Class D Margin (the "**Class D Notes Interest Rate**") for each Interest Period. The interest rate applicable to the Class E Notes shall be equivalent to Compounded Daily SONIA (as determined in accordance with the provisions below) plus the Class E Margin (the "**Class E Notes Interest Rate**") for each Interest Period. The interest rate applicable to the Class F Notes shall be equivalent to Compounded Daily SONIA (as determined in accordance with the provisions below) plus the Class F Margin (the "**Class F Notes Interest Rate**") for each Interest Period. The interest rate applicable to the Class X Notes shall be equivalent to Compounded Daily SONIA (as determined in accordance with the provisions below) plus the Class X Margin (the "**Class X Notes Interest Rate**") for each Interest Period. Each of the Class A Notes Interest Rate, Class B Notes Interest Rate, Class C Notes Interest Rate, the Class D Notes Interest Rate, Class E Notes Interest Rate, Class F Notes Interest Rate and Class X Notes Interest Rate shall be an "**Interest Rate**".

The minimum Interest Rate shall be zero. There will be no maximum Interest Rate. Compounded Daily SONIA will be determined by the Agent Bank on the following basis:

- (a) At or about 11.00 a.m. on the Interest Determination Date, the Agent Bank will determine Compounded Daily SONIA (as defined below).
- (b) Subject to paragraph (a) above, in the event that the Interest Rate cannot be determined in accordance with the provisions of these Conditions by the Agent Bank (or such other party responsible for the calculation of the Interest Rate), the Interest Rate shall, subject to Condition 16.11 (*Modification, Waiver and Substitution - Additional Right of Modification*) and Conditions 16.14 to 16.17 (*Modification, Waiver and Substitution - Benchmark Rate Modification*), be (i) that determined as at the last preceding Interest Determination Date (though substituting, where a different Relevant Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Relevant Margin relating to the relevant Interest Period in place of the Relevant Margin relating to that last preceding Interest Period) or (ii) if there is no such preceding Interest Determination Date, the initial Interest Rate which would have been applicable to such Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Closing Date (but applying the Relevant Margin applicable to the first Interest Period).
- (c) If the relevant Notes become due and payable in accordance with Condition 10 (*Enforcement Events*), the final Interest Determination Date shall, notwithstanding the Interest Determination Date, be deemed to be the date on which such Notes became due and payable and the Interest Rate on such Notes shall, for so long as any such Note remains outstanding, be that determined on such date.
- (d) In these Conditions (except where otherwise defined), the expression:
  - (i) "**Compounded Daily SONIA**" means the rate of return of a daily compound interest investment (with the daily Sterling overnight reference rate as reference rate for the calculation of interest) and will be calculated by the Agent Bank (or such other party responsible for the calculation of the Interest Rate) on the Interest Determination Date, as follows, and the resulting percentage will be rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{\text{SONIA}_{i-5\text{LBD}} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$



where:

- (ii) "**d**" is the number of calendar days in the relevant Interest Period;
- (iii) "**d<sub>0</sub>**" is the number of Business Days in the relevant Interest Period;
- (iv) "**i**" is a series of whole numbers from one to do, each representing the relevant Business Day in chronological order from, and including, the first Business Day in the relevant Interest Period;
- (v) "**LBD**" means a Business Day;
- (vi) "**n<sub>i</sub>**", for any day "**i**", means the number of calendar days from and including such day "**i**" up to but excluding the following Business Day;
- (vii) "**Observation Period**" means the period from and including the date falling five Business Days prior to the first day of the relevant Interest Period (and the first Interest Period shall begin on and include the Closing Date) and ending on, but excluding, the date falling five Business Days prior to the Payment Date for such Interest Period (or, if applicable, the date falling five Business Days prior to any other date on which a payment of interest is to be made in respect of the Notes);
- (viii) "**Relevant Screen Page**" means the Reuters Screen SONIA Page (or any replacement thereto);
- (ix) "**SONIA Reference Rate**" means, in respect of any Business Day, a reference rate equal to the daily Sterling Overnight Index Average ("**SONIA**") rate for such Business Day as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors (on the Business Day immediately following such Business Day); and
- (x) if, in respect of any Business Day in the relevant Observation Period, the Agent Bank (or such other party responsible for the calculation of the Interest Rate) determines that the SONIA Reference Rate is not available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, such SONIA Reference Rate shall be: (i) the Bank of England's Bank Rate (the "**Bank Rate**") prevailing at close of business on the relevant Business Day; plus (ii) the mean of the spread of the SONIA Reference Rate to the Bank Rate over the previous five days on which a SONIA Reference Rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Bank Rate.

Notwithstanding the paragraph above, if the Bank of England publishes guidance as to (i) how the SONIA reference rate is to be determined or (ii) any rate that is to replace the SONIA reference rate, the Agent Bank shall, subject to receiving written instructions from the Issuer and to the extent that it is reasonably practicable to do so in the opinion of the Agent Bank, follow such guidance in order to determine the SONIA reference rate for the purpose of the relevant Class of Notes for so long as the SONIA reference rate is not available or has not been published by the authorised distributors. To the extent that any amendments or modifications to these Conditions, the Trust Deed or the Agency Agreement are required in order for the Agent Bank to follow such guidance in order to determine the SONIA reference rate, the Agent Bank shall have no obligation to act until such amendments or modifications have been made in accordance with these Conditions, the Trust Deed or the Agency Agreement; and "**SONIA<sub>i-5LBD</sub>**" means, in respect of any Business Day falling in the relevant Interest Period, the SONIA Reference Rate for the Business Day falling five Business Days prior to the relevant Business Day "**i**".

- 6.5 The Agent Bank will, on the Interest Determination Date in relation to each Interest Period, calculate the amount of interest (the "**Interest Amount**") payable in respect of each Class A Note, Class B Note, Class C Note, Class D Note, Class E Note, Class F Note and Class X Note for such Interest Period. The Interest Amount in respect of the Class A Notes (the "**Class A Notes Interest Amount**") will be calculated by applying the Class A Notes Interest Rate for such Interest Period to the Principal Amount Outstanding of such Class A Notes during such Interest Period, multiplying the product by the actual number of days in such Interest Period divided by 365, and rounding the resulting figure to the nearest £0.01 (half of £0.01 being rounded upwards). The Interest Amount in respect of the Class B Notes (the "**Class B Notes Interest Amount**") will be calculated by applying the Class B Notes Interest Rate for such Interest Period to the Principal Amount Outstanding of such Class B Notes during such Interest Period, multiplying the product by the actual number of days in such Interest Period divided by 365, and rounding the resulting figure to the nearest £0.01 (half of £0.01 being rounded upwards). The Interest Amount in respect of the Class C Notes (the "**Class C Notes Interest Amount**") will be calculated by applying the Class C Notes Interest Rate for such Interest Period to the Principal Amount Outstanding of such Class C Notes during such Interest Period, multiplying the product by the actual number of days in such Interest Period divided by 365, and rounding the resulting figure to the nearest £0.01 (half of £0.01 being rounded upwards). The Interest Amount in respect of the Class D Notes (the "**Class D Notes Interest Amount**") will be calculated by applying the Class D Notes Interest Rate for such Interest

Period to the Principal Amount Outstanding of such Class D Notes during such Interest Period, multiplying the product by the actual number of days in such Interest Period divided by 365, and rounding the resulting figure to the nearest £0.01 (half of £0.01 being rounded upwards). The Interest Amount in respect of the Class E Notes (the "**Class E Notes Interest Amount**") will be calculated by applying the Class E Notes Interest Rate for such Interest Period to the Principal Amount Outstanding of such Class E Notes during such Interest Period, multiplying the product by the actual number of days in such Interest Period divided by 365, and rounding the resulting figure to the nearest £0.01 (half of £0.01 being rounded upwards). The Interest Amount in respect of the Class F Notes (the "**Class F Notes Interest Amount**") will be calculated by applying the Class F Notes Interest Rate for such Interest Period to the Principal Amount Outstanding of such Class F Notes during such Interest Period, multiplying the product by the actual number of days in such Interest Period divided by 365, and rounding the resulting figure to the nearest £0.01 (half of £0.01 being rounded upwards). The Interest Amount in respect of the Class X Notes (the "**Class X Notes Interest Amount**") will be calculated by applying the Class X Notes Interest Rate for such Interest Period to the Principal Amount Outstanding of such Class X Notes during such Interest Period, multiplying the product by the actual number of days in such Interest Period divided by 365, and rounding the resulting figure to the nearest £0.01 (half of £0.01 being rounded upwards).

*Failure of Agent Bank*

- 6.6 If the Agent Bank fails at any time to determine the Class A Notes Interest Rate and/or the Class B Notes Interest Rate and/or the Class C Notes Interest Rate and/or the Class D Notes Interest Rate and/or the Class E Notes Interest Rate and/or the Class F Notes Interest Rate and/or the Class X Notes Interest Rate or to calculate the Class A Notes Interest Amount and/or the Class B Notes Interest Amount and/or the Class C Notes Interest Amount and/or the Class D Notes Interest Amount and/or the Class E Notes Interest Amount and/or the Class F Notes Interest Amount and/or the Class X Notes Interest Amount, the Trustee or its Appointee, without either accepting any liability therefor, may, but shall not be obligated to, determine such Class A Notes Interest Rate, Class B Notes Interest Rate, Class C Notes Interest Rate, the Class D Notes Interest Rate, Class E Notes Interest Rate, the Class F Notes Interest Rate and/or the Class X Notes Interest Rate, as the case may be, and each such determination or calculation shall be deemed to have been made by the Agent Bank.
- 6.7 In doing so, the Trustee or its Appointee shall apply all of these Conditions with any necessary consequential amendments to the extent that, in its sole opinion and with absolute discretion, it can do so and will not be liable for any loss, liability, cost, charge or expense which may arise as a result thereof, and any such determination and/or calculation made by the Trustee or its Appointee shall, in the absence of wilful default, gross negligence, or manifest error, be final and binding on the Issuer and the Noteholders.

*Publication of Interest Rates, Interest Amounts and other Notices*

- 6.8 As soon as practicable after receiving notification thereof, the Issuer will cause each Class A Notes Interest Rate, Class B Notes Interest Rate, Class C Notes Interest Rate, Class D Notes Interest Rate, Class E Notes Interest Rate, Class F Notes Interest Rate, Class X Notes Interest Rate, Class A Notes Interest Amount, Class B Notes Interest Amount, Class C Notes Interest Amount, Class D Notes Interest Amount, Class E Notes Interest Amount, Class F Notes Interest Amount and Class X Notes Interest Amount applicable for the relevant Interest Period and the immediately succeeding Payment Date to be notified to Euronext Dublin (for so long as the Notes are admitted to listing on Euronext Dublin and the guidelines of Euronext Dublin so require) and will cause notice thereof to be given to the Noteholders in accordance with Condition 17 (*Notices to Noteholders*). The Class A Notes Interest Amount, the Class B Notes Interest Amount, the Class C Notes Interest Amount, the Class D Notes Interest Amount, the Class E Notes Interest Amount, the Class F Notes Interest Amount and the Class X Notes Interest Amount and the Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of any extension or shortening of the Interest Period.

*Notification to be Final*

- 6.9 All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 6 (*Interest*), by the Agent Bank shall (in the absence of manifest error) be binding on the Issuer and all Noteholders, the Agent Bank and the Trustee and (in the absence of wilful default, gross negligence or fraud) no liability to the Trustee or the Noteholders shall attach to the Issuer, the Agent Bank or the Trustee in connection with the exercise or non-exercise by them or any of them of their powers, duties and discretions under this Condition 6 (*Interest*).

*Agent Bank*

- 6.10 The Issuer shall ensure that, so long as any of the Notes remain outstanding, there shall at all times be an Agent Bank approved in writing by the Trustee. The Agent Bank may not resign until a successor so approved by the Trustee has been appointed.

6.11 *Determinations and Reconciliation*

- (a) In the event that the Cash Manager does not receive a Servicing Report with respect to the related Monthly Period on or prior to the related Servicing Report Performance Date (the "**Determination Period**"), then the Cash Manager shall use the Servicing Report in respect of the three most recent Monthly Periods for which all relevant Servicing Reports are available (or, where there are not at least three such previous Servicing Reports, any previous Servicing Reports) for the purposes of calculating the amounts available to the Issuer to make payments, as set out in this Condition 6.11 (*Determinations and Reconciliation*). If and when the Cash Manager ultimately receives the Servicing Report relating to the Determination Period, it will make the reconciliation calculations and reconciliation payments as set out in Condition 6.11(c). Any (i) calculations properly done on the basis of such estimates in accordance with Conditions 6.11(b) and/or 6.11(c); (ii) payments made under any of the Notes and Transaction Documents in accordance with such calculations; and (iii) reconciliation calculations and reconciliation payments made as a result of such reconciliation calculations, each in accordance with Condition 6.11(b) and/or 6.11(c), shall (in any case) be deemed to be done, in accordance with the provisions of the Transaction Documents and will in themselves not lead to an Enforcement Event and no liability will attach to the Cash Manager in connection with the exercise by it of its powers, duties and discretion for such purposes (other than as a result of the Cash Manager's gross negligence, fraud or wilful default).
- (b) In respect of any Determination Period the Cash Manager shall on the Calculation Date immediately following the Determination Period:
  - (A) determine the Interest Determination Ratio by reference to the three most recent Monthly Periods in respect of which all relevant Servicing Reports are available (or, where there are not at least three such previous Servicing Reports, any previous Servicing Reports) received in the preceding Monthly Periods;
  - (B) calculate the Revenue Receipts for such Determination Period as (i) the Interest Determination Ratio multiplied by (ii) all collections received by the Issuer during such Determination Period (the "**Calculated Revenue Receipts**"); and
  - (C) calculate the Principal Receipts for such Determination Period as (i) 1 minus the Interest Determination Ratio multiplied by (ii) all collections received by the Issuer during such Determination Period (the "**Calculated Principal Receipts**").
- (c) Following the end of any Determination Period, upon receipt by the Cash Manager of the relevant Servicing Report in respect of such Determination Period, the Cash Manager shall reconcile the calculations made in accordance with Condition 6.11(b) above to the actual collections set out in the Servicing Reports by allocating the Reconciliation Amount as follows:
  - (A) if the Reconciliation Amount is a positive number, the Cash Manager shall apply an amount equal to the lesser of (i) the absolute value of the Reconciliation Amount and (ii) actual Revenue Receipts, as determined in accordance with the available Servicing Reports as Available Principal Receipts; and
  - (B) if the Reconciliation Amount is a negative number, the Cash Manager shall apply an amount equal to the lesser of (i) the absolute value of the Reconciliation Amount and (ii) actual Principal Receipts as determined in accordance with the available Servicing Reports as Available Revenue Receipts,

provided that the Cash Manager shall apply such Reconciliation Amount in determining Available Revenue Receipts and Available Principal Receipts for such Calculation Period in accordance with the terms of the Cash Management Agreement and the Cash Manager shall promptly notify the Issuer of such Reconciliation Amount.

7. **REDEMPTION AND CANCELLATION***Final Redemption*

- 7.1 Unless previously redeemed in full as provided in this Condition 7 (*Redemption and Cancellation*), the Issuer shall redeem each Note at its Principal Amount Outstanding, together with Accrued Interest (if any), on the Payment Date falling in August 2028 (the "**Final Maturity Date**"). The actual final redemption date of the Notes may be earlier than the Final Maturity Date.
- 7.2 The Issuer may not redeem the Notes in whole or in part prior to the Final Maturity Date except as provided below in Conditions 7.3 (*Redemption and Cancellation - Optional Redemption in Whole*) and 7.4 (*Redemption and Cancellation - Mandatory Redemption in Part*), but without prejudice to Condition 10 (*Enforcement Events*).

### *Optional Redemption in Whole*

- 7.3 The Issuer may, at its option and with not less than 30 calendar days' prior notice in writing given to the Noteholders in accordance with Condition 17 (*Notice to Noteholders*), redeem all (but not some only) of the Notes at their Principal Amount Outstanding together with any Accrued Interest that has accrued prior to the date fixed for redemption, on any Payment Date:
- (a) from (and including) the Payment Date falling immediately before the Payment Date on which the Issuer is to make any payment in respect of the Notes and the Issuer would be required to make a deduction or withholding on account of any Tax in respect of such payment;
  - (b) from (and including) the Payment Date falling immediately before the Payment Date on which the Issuer would, by virtue of a change in the tax law of the Issuer's jurisdiction of incorporation (or the application or official interpretation of such tax law), be affected by such change so that it would incur a liability to tax in respect of an amount which is materially greater than the Issuer's Retained Profit; or
  - (c) on which the Aggregate Principal Balance is less than 10% of the Aggregate Initial Cut-Off Date Principal Balance of the Purchased Receivables,

provided that, prior to the publication of any notice of redemption pursuant to Condition 7.3(a) or 7.3(b) (*Redemption and Cancellation - Optional Redemption in Whole*) above, the Trustee may require the Issuer to use best efforts to procure the substitution as principal debtor pursuant to the Trust Deed, the Deed of Charge and in respect of the Notes of a company approved by the Trustee incorporated in some other jurisdiction where such withholding is not required. In the event that the Issuer, having used best efforts, is not able to arrange such substitution before the first Payment Date on which the Issuer is permitted to redeem the Notes pursuant to Condition 7.3(a) or 7.3(b) (*Redemption and Cancellation - Optional Redemption in Whole*) above, the Issuer may redeem all the Notes in accordance with Condition 7.3(a) or 7.3(b) (*Redemption and Cancellation - Optional Redemption in Whole*) above.

Prior to the publication of any notice of redemption pursuant to this Condition 7 (*Redemption and Cancellation*), the Issuer shall deliver to the Trustee (A) a certificate signed by two directors of the Issuer stating that the circumstances permitting such redemption prevail and setting out details of such circumstances, (B) an opinion in form and substance satisfactory to the Trustee of independent legal advisers of recognised standing confirming that such certificate is correct and (C) a certificate signed by two directors of the Issuer stating that it will have the funds available on the date fixed for redemption to satisfy all of the obligations of the Issuer under the Trust Deed, the Notes and any other liability of the Issuer ranking senior thereto or *pari passu* therewith pursuant to the Pre-Enforcement Orders of Priority on such date. The Trustee shall be entitled to accept such certificates, opinion and evidence without further enquiry or liability whatsoever to any person as sufficient for the purposes of this Condition 7 (*Redemption and Cancellation*), in which event they shall be conclusive and binding on the Noteholders and on the other Transaction Creditors.

No notice may be given by the Issuer to the Noteholders pursuant to this Condition 7.3 (*Optional Redemption in Whole*) if the Issuer has received notice from the Portfolio Option Holder that it wishes to exercise the Portfolio Option and the Portfolio Option Holder is permitted to deliver such notice pursuant to the Deed Poll.

### *Mandatory Redemption in Part*

- 7.4 (a) Unless previously redeemed and cancelled, each Collateralised Note is subject to mandatory early redemption in part *pari passu* on a *pro rata* basis with other Notes of the same class on each Payment Date following the termination of the Revolving Period on which the Available Principal Receipts are available for this purpose pursuant to the Pre-Enforcement Principal Priority of Payments and applied in accordance with Condition 8 (*Payments*).
- (b) Unless previously redeemed and cancelled, each Class X Note is subject to mandatory early redemption in in part *pari passu* on a *pro rata* basis with other Class X Notes on each Payment Date on which the Available Revenue Receipts are available for such purpose pursuant to the Pre-Enforcement Principal Priority of Payments and applied in accordance with Condition 8 (*Payments*).

### *Mandatory Redemption in full pursuant to a Portfolio Purchase*

- 7.5 On giving not more than 45 days' nor less than 10 calendar days' notice to the Noteholders in accordance with Condition 17 (*Notice to Noteholders*) and the Trustee, upon the occurrence of a Portfolio Purchase in accordance with the provisions of the Deed Poll, the consideration received by the Issuer will be applied as Available Revenue Receipts in accordance with the Pre-Enforcement Interest Priority of Payments and as Available Principal Receipts in accordance with the Pre-Enforcement Principal Priority of Payments (as applicable) on the immediately succeeding Payment Date with the result that the Notes will be redeemed in full in accordance with this Condition 7.5 (*Redemption and Cancellation - Mandatory Redemption in full pursuant to a Portfolio Purchase*) (including, in each case, all Accrued Interest outstanding).

*Mandatory Redemption following Enforcement Notice*

- 7.6 Following the service of an Enforcement Notice, all amounts in the Issuer Account and the Cash Reserve Account shall be applied by or on behalf of the Trustee in accordance with the Post-Enforcement Order of Priority.

*Note Principal Payment*

- 7.7 Any principal amounts received under Condition 7.1 (*Redemption and Cancellation - Final Redemption*), Condition 7.3 (*Redemption and Cancellation – Optional Redemption in Whole*), Condition 7.4 (*Redemption and Cancellation - Mandatory Redemption in Part*), Condition 7.5 (*Redemption and Cancellation - Mandatory Redemption in full pursuant to a Portfolio Purchase*) or Condition 7.6 (*Redemption and Cancellation - Mandatory Redemption following Enforcement Notice*) to be applied in redemption of the Notes, in whole or in part, shall upon such application, redeem the aggregate Principal Amount Outstanding of each such Note (the "**Note Principal Payment**") (rounded down to the nearest penny).

*Calculation of Note Principal Payments and Principal Amount Outstanding*

- 7.8 Two Business Days before each Payment Date (each a "**Calculation Date**"), the Issuer (or the Agent Bank on its behalf) shall determine or shall cause to be determined:
- (a) if there is to be a partial or whole redemption of the Notes pursuant to Condition 7.1 (*Redemption and Cancellation - Final Redemption*), Condition 7.3 (*Redemption and Cancellation - Optional Redemption in Whole*), Condition 7.4 (*Redemption and Cancellation - Mandatory Redemption in Part*), Condition 7.5 (*Redemption and Cancellation - Mandatory Redemption in full pursuant to a Portfolio Purchase*) or Condition 7.6 (*Redemption and Cancellation - Mandatory Redemption following Enforcement Notice*), the amount of any Note Principal Payment due on such Payment Date; and
  - (b) the Principal Amount Outstanding of each Note on such Payment Date (after deducting any Note Principal Payment to be paid on that Payment Date).

Each determination by or on behalf of the Issuer (or the Agent Bank on its behalf) of any Note Principal Payment and the Principal Amount Outstanding of the Notes shall in each case (in the absence of wilful default, bad faith or manifest error) be final and binding on all persons.

Within five Business Days after each Payment Date, the Issuer (or the Agent Bank on its behalf) will notify Euronext Dublin of the aggregate Principal Amount Outstanding of each class of Notes.

*Notice of Redemption*

- 7.9 Any such notice as referred to in Condition 7.3 (*Redemption and Cancellation – Optional Redemption in Whole*) shall be irrevocable and, upon the expiration of such notice, the Issuer shall be bound to redeem the relevant Notes at the applicable amounts specified in these Conditions.

*Cancellation*

- 7.10 All Notes redeemed in full together with payment of all Accrued Interest shall be cancelled upon redemption or surrender, and may not be reissued or resold.

*Purchase*

- 7.11 The Issuer may not at any time purchase any of the Notes.

8. **PAYMENTS**

*Principal*

- 8.1 Whilst the Notes are in definitive form, payments of principal shall, subject to Condition 8.7 (*Payments - Endorsement of Payments*) below, be made only against presentation and (provided that payment is made in full) surrender of Notes at the specified office of the Paying Agent outside the United States by transfer to a Sterling account maintained by the payee with a bank in London. The Agent Bank will cause each amount of principal payment to be notified to the Paying Agent and the Noteholders in accordance with Condition 17 (*Notices to Noteholders*) and to each stock exchange (if any) on which the Notes are then listed as soon as practicable after the relevant Calculation Date. The Agent Bank shall notify the Paying Agent and relevant stock exchanges of such amount at the same time at which it notifies them of the Class A Notes Interest Rate, the Class B Notes Interest Rate, the Class C Notes Interest Rate, the Class D Notes Interest Rate, the Class E Notes Interest

Rate, the Class F Notes Interest Rate, the Class X Notes Interest Rate, the Class A Notes Interest Amount, the Class B Notes Interest Amount, the Class C Notes Interest Amount, the Class D Notes Interest Amount, the Class E Notes Interest Amount, the Class F Notes Interest Amount and the Class X Notes Interest Amount in accordance with Condition 6 (*Interest*).

*Interest*

- 8.2 Whilst the Notes are in definitive form, interest payments, subject to Condition 8.7 (*Payments - Endorsement of Payments*) below, shall be made only against presentation and (provided that payment is made in full) surrender of the appropriate Coupons at the specified office of any Paying Agent outside the United States in the manner described in Condition 8.1 (*Payments - Principal*) above.

*Payments subject to fiscal laws*

- 8.3 All payments in respect of the Notes are subject in all cases to any applicable fiscal or other laws and regulations, but without prejudice to the provisions of Condition 9 (*Taxes*). No commissions or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.

*Unmatured Coupons void*

- 8.4 On the due date for final redemption of any Notes or early redemption in full of such Notes pursuant to Condition 7.3 (*Redemption and Cancellation - Optional Redemption in Whole*) or Condition 10 (*Enforcement Events*), all unmatured Coupons relating thereto (whether or not still attached) shall become void and no payment will be made in respect thereof.

*Payments on Business Days*

- 8.5 If the due date for payment of any amount in respect of any Notes or Coupon is not a business day in the place of presentation, the holder shall not be entitled to payment in such place of the amount due until the next succeeding business day on which banks are open for business in such place of presentation and shall not be entitled to any further interest or other payment in respect of any such delay.

*Payments other than in respect of matured Coupons*

- 8.6 Payments of interest other than in respect of matured Coupons shall be made only against presentation of the relevant Notes at the specified office of the Paying Agent outside the United States.

*Endorsement of payments*

- 8.7 If the Paying Agent makes a payment in respect of any Notes (otherwise than against presentation and surrender of a Coupon) or a partial payment in respect of any Coupon presented to it for payment, the Paying Agent will endorse on such Note a statement indicating the amount and date of such payment.

- 8.8 *Pre-Enforcement Orders of Priority*

*Pre-Enforcement Interest Priority of Payments*

Prior to the delivery of an Enforcement Notice, the Available Revenue Receipts will be applied by the Cash Manager in making the following payments in the following order of priority but in each case only to the extent that all payments of a higher priority have been made in full (the "**Pre-Enforcement Interest Priority of Payments**"):

- (a) *first*, amounts payable in respect of Taxes (if any) by the Issuer, any tax filing fees and any annual return or exempt company status fees;
- (b) *second*, amounts due in respect of fees and any other amounts or liabilities payable by the Issuer to the Trustee under the Trust Deed, the Conditions or any other Transaction Document, including fees and all other liabilities payable to its Appointees and VAT (if any);
- (c) *third, pari passu and pro rata*, fees and any other amounts or liabilities payable (and VAT, if any) (a) to the Corporate Services Provider under the Corporate Services Agreement, (b) to the Servicer as the Servicer Fee, (d) to the Paying Agent under the Paying Agency Agreement, (e) to the Agent Bank under the Paying Agency Agreement, (f) to the Cash Manager under the Cash Management Agreement, (g) to the Account Bank under the Account Agreement, (h) as Administrator Recovery Incentive payments, (i) to the Rating Agencies as monitoring fees and (j) to the Reporting Delegate under the Reporting Delegation Agreement;
- (d) *fourth*, fees and any other amounts or liabilities payable to the ICSDs under the Issuer-ICSD Agreement;

- (e) *fifth, pari passu and pro rata*, amounts payable in respect of other administration costs and expenses of the Issuer including without limitation, any costs relating to the listing of the Notes and any auditors' fees;
- (f) *sixth*, fees payable to the custodian of any Swap Collateral Custody Account;
- (g) *seventh, pari passu and pro rata*, all Swap Payments and all Swap Termination Payments (but excluding any Subordinated Termination Payments) payable by the Issuer to the Interest Rate Swap Counterparty under the Swap Agreement;
- (h) *eighth*, to pay the Issuer Retained Profit (less any amount in respect of corporation tax thereon payable in accordance with the first item above to the Issuer);
- (i) *ninth, pari passu and pro rata* to the Class A Noteholders, the Class A Notes Interest Amount (including without limitation, overdue interest);
- (j) *tenth*, to credit (so long as any Class A Notes will remain outstanding following such Payment Date) the Class A Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon (any such amounts to be applied in repayment of principal as Available Principal Receipts);
- (k) *eleventh*, to the Class B Noteholders *pari passu and pro rata* accrued and unpaid Class B Notes Interest Amount (including, without limitation, overdue interest and interest accrued on any deferred Accrued Interest);
- (l) *twelfth*, prior to (and excluding) the Collateralised Notes Redemption Date, amounts payable to the Cash Reserve Account, until the balance of the Cash Reserve Amount is equal to the Specified Cash Reserve Account Required Balance;
- (m) *thirteenth*, to credit (so long as any Class B Notes will remain outstanding following such Payment Date) the Class B Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon (any such amounts to be applied in repayment of principal as Available Principal Receipts);
- (n) *fourteenth*, to the Class C Noteholders *pari passu and pro rata*, amounts payable in respect of the accrued and unpaid Class C Notes Interest Amount (including, without limitation, overdue interest and interest accrued on any deferred Accrued Interest);
- (o) *fifteenth*, to credit (so long as any Class C Notes will remain outstanding following such Payment Date) the Class C Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon (any such amounts to be applied in repayment of principal as Available Principal Receipts);
- (p) *sixteenth*, to the Class D Noteholders *pari passu and pro rata*, amounts payable in respect of accrued and unpaid Class D Notes Interest Amount (including, without limitation, overdue interest and interest accrued on any deferred Accrued Interest);
- (q) *seventeenth*, to credit (so long as any Class D Notes will remain outstanding following such Payment Date) the Class D Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon (any such amounts to be applied in repayment of principal as Available Principal Receipts);
- (r) *eighteenth*, to the Class E Noteholders *pari passu and pro rata*, amounts payable in respect of accrued and unpaid Class E Notes Interest Amount (including, without limitation, overdue interest and interest accrued on any deferred Accrued Interest);
- (s) *nineteenth*, to credit (so long as any Class E Notes will remain outstanding following such Payment Date) the Class E Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon (any such amounts to be applied in repayment of principal as Available Principal Receipts);
- (t) *twentieth*, to the Class F Noteholders *pari passu and pro rata*, amounts payable in respect of accrued and unpaid Class F Notes Interest Amount (including, without limitation, overdue interest and interest accrued on any deferred Accrued Interest);
- (u) *twenty-first*, to credit (so long as any Class F Notes will remain outstanding following such Payment Date) the Class F Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon (any such amounts to be applied in repayment of principal as Available Principal Receipts);

- (v) *twenty-second, pari passu and pro rata*, all Subordinated Termination Payments then payable by the Issuer to the Interest Rate Swap Counterparty under the Swap Agreement (to the extent not otherwise satisfied);
- (w) *twenty-third*, to the Class X Noteholders *pari passu and pro rata*, amounts payable in respect of accrued and unpaid Class X Notes Interest Amount (including, without limitation, overdue interest and interest accrued on any deferred Accrued Interest);
- (x) *twenty-fourth, pari passu and pro rata*, the Class X Principal Payment Amount until the Principal Amount Outstanding on the Class X Notes has been reduced to zero; and
- (y) *twenty-fifth*, any excess amounts, *pro rata and pari passu* as Residual Payments to the holders of the Residual Certificates.

#### 8.9 Senior Expenses Deficit

- (a) On or before each Calculation Date, the Cash Manager will determine whether the Available Revenue Receipts (but ignoring any Surplus Available Principal Receipts referred to item (f) of the definition of Available Revenue Receipts) will be sufficient to pay on the immediately following Payment Date:
  - (i) items (a) to (i) of the Pre-Enforcement Interest Priority of Payments;
  - (ii) provided the Class B PDL Condition is satisfied, item (k) of the Pre-Enforcement Interest Priority of Payments;
  - (iii) to the extent the Class C Notes are the Most Senior Class of Notes Outstanding, item (n) of the Pre-Enforcement Interest Priority of Payments;
  - (iv) to the extent the Class D Notes are the Most Senior Class of Notes Outstanding, item (p) of the Pre-Enforcement Interest Priority of Payments;
  - (v) to the extent the Class E Notes are the Most Senior Class of Notes Outstanding, item (r) of the Pre-Enforcement Interest Priority of Payments; and
  - (vi) to the extent the Class F Notes are the Most Senior Class of Notes Outstanding, item (t) of the Pre-Enforcement Interest Priority of Payments.
- (b) If, on any Calculation Date, the Cash Manager determines that there is a deficiency in the amount of the Available Revenue Receipts (but ignoring any Surplus Available Principal Receipts referred to item (f) of the definition of Available Revenue Receipts) available to pay the items listed in Condition 8.9(a)(i) to 8.9(a)(vi) above on the immediately following Payment Date, (the amount of such deficit being the "**Senior Expenses Deficit**"), then the Issuer shall pay or provide for that Senior Expenses Deficit as follows:
  - (i) first,
    - (A) on or prior to the Class B Redemption Date, to the extent that a Senior Expenses Deficit subsists in respect of: (1) the payment of items (a) to (h) of the Pre-Enforcement Interest Priority of Payments (the "**Transaction Costs Deficit**") and (2) the payment of interest on the Class A Notes or the Class B Notes only (the "**Class A and Class B Revenue Deficit**"), an amount equal to the lesser of:
      - (1) the Cash Reserve Amount on each Payment Date (for the avoidance of doubt, prior to any amounts being debited from the Cash Reserve Account on such Payment Date (other than any Cash Reserve Account Excess Amount)); and
      - (2) the sum of such Transaction Costs Deficit and such Class A and Class B Revenue Deficit,
 provided that no Cash Reserve Amount may be applied as Available Revenue Receipts to cure a Class A and Class B Revenue Deficit in respect of the payment of interest on the Class B Notes unless the Class B PDL Condition is satisfied; and
    - (B) after the Class B Redemption Date, to the extent that there is a Transaction Costs Deficit, an amount equal to the lesser of:
      - (1) the Cash Reserve Amount on each Payment Date (for the avoidance of doubt, prior to any amounts being debited from the Cash Reserve Account on such Payment Date (other than any Cash Reserve Account Excess Amount)); and



- (2) the amount of such Transaction Costs Deficit,

(such amount being the "**Cash Reserve Account Release Amount**"); and

- (ii) second, by applying amounts which constitute Available Principal Receipts available for application in accordance with item (a) of the Pre-Enforcement Principal Priority of Payments (if any) (such amounts being the "**Principal Addition Amounts**").

Any Available Principal Receipts applied as Principal Addition Amounts will be recorded as a debit on the Principal Deficiency Ledger.

#### 8.10 *Pre-Enforcement Principal Priority of Payments*

Prior to the delivery of an Enforcement Notice, the Available Principal Receipts will be applied by the Cash Manager in making the following payments in the following order of priority but in each case only to the extent that all payments of a higher priority have been made in full (the "**Pre-Enforcement Principal Priority of Payments**"):

- (a) *first*, Principal Addition Amounts to be applied to meet any Senior Expenses Deficit;
- (b) *second*, prior to the expiration of the Revolving Period, to pay any Further Purchase Price in respect of any Further Purchase Date;
- (c) *third*, prior to the expiration of the Revolving Period, to the extent not used under item (b), to credit all remaining Available Principal Receipts to the Replenishment Ledger;
- (d) *fourth*, after the end of the Revolving Period, *pari passu* and *pro rata*, to the Class A Noteholders, the Class A Principal Payment Amount;
- (e) *fifth*, after the end of the Revolving Period, *pari passu* and *pro rata*, to the Class B Noteholders, an aggregate amount equal to the Class B Principal Payment Amount for such Payment Date;
- (f) *sixth*, after the end of the Revolving Period, *pari passu* and *pro rata*, to the Class C Noteholders, an aggregate amount equal to the Class C Principal Payment Amount for such Payment Date;
- (g) *seventh*, after the end of the Revolving Period, *pari passu* and *pro rata*, to the Class D Noteholders, an aggregate amount equal to the Class D Principal Payment Amount for such Payment Date;
- (h) *eighth*, after the end of the Revolving Period, *pari passu* and *pro rata*, to the Class E Noteholders, an aggregate amount equal to the Class E Principal Payment Amount for such Payment Date;
- (i) *ninth*, after the end of the Revolving Period, *pari passu* and *pro rata*, to the Class F Noteholders, an aggregate amount equal to the Class F Principal Payment Amount for such Payment Date; and
- (j) then, to apply any remaining amounts as Available Revenue Receipts ("**Surplus Available Principal Receipts**").

All Swap Collateral, all income, interest and distributions thereon and all proceeds of redemption or liquidation thereof, all Tax Credits (as defined in the Swap Agreement) received by the Issuer on account of payments by the Interest Rate Swap Counterparty, and all Replacement Swap Premium received from a Replacement Swap Counterparty (collectively, "**Excluded Amounts**") shall not be applied in accordance with the Priority of Payments. All Excluded Amounts comprising Swap Collateral or Replacement Swap Premium will be applied in accordance with the provisions of the Cash Management Agreement and any Excluded Amounts comprising Tax Credits (as defined in the Swap Agreement) shall be paid by the Cash Manager into the Swap Collateral Cash Account, as applicable, and shall be paid as soon as possible to the Interest Rate Swap Counterparty in satisfaction *pro tanto* of the Issuer's liability to pay such amounts to the Interest Rate Swap Counterparty under the Swap Agreement. For the avoidance of doubt, the Trustee shall not be liable for identifying the Swap Collateral, the Tax Credits or the Replacement Swap Premium and the Cash Manager shall not be liable for identifying the Tax Credits.

#### 9. **TAXES**

All payments of principal and interest in respect of the Notes and the Coupons shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by the United Kingdom or any other jurisdiction or any political subdivision or any authority

thereof or therein having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer shall have no obligation to pay any additional amount.

If the Issuer becomes subject at any time to any taxing jurisdiction other than the United Kingdom, references in these Conditions to the United Kingdom shall be construed as references to the United Kingdom and/or such other jurisdiction.

Each Noteholder agrees or is deemed to agree that the Issuer and any other relevant party to the Transaction Documents may (1) provide any information or documentation collected from an investor and any other information concerning any investment in the Notes to the US Internal Revenue Service and any other relevant tax authority, and (2) take such other steps as they deem necessary or helpful to comply with FATCA and any applicable inter-governmental agreement ("**IGA**"). Notwithstanding any other provision in these Conditions, the Issuer and any Paying Agent or other party shall be permitted to withhold or deduct any amounts required by FATCA, pursuant to any inter-governmental agreement, or implementing legislation adopted by another jurisdiction in connection with these provisions, or pursuant to any agreement with the US Internal Revenue Service or otherwise ("**FATCA withholding**"). The Issuer will have no obligation to pay additional amounts or otherwise indemnify a Noteholder for any FATCA withholding deducted or withheld by the Issuer or a Paying Agent. The Issuer may hire advisors, such advisors and persons to be paid in accordance with the applicable Priority of Payments (including legal advisors and an accounting firm) or other persons experienced in such matters to assist the Issuer in complying with the terms of the applicable IGA and with FATCA. The Issuer will take all reasonable actions consistent with the law and its obligations under this Condition to ensure that the Issuer satisfies any and all obligations under the applicable IGA and any future local implementing legislation.

If FATCA withholding tax is required, the provisions of Condition 7.3 (*Redemption and Cancellation - Optional Redemption in Whole*) may apply and the Issuer may redeem the Notes as more fully set out in Condition 7.3.

## 10. ENFORCEMENT EVENTS

### *Enforcement Events*

10.1 The following shall be Enforcement Events in respect of the Notes (each an "**Enforcement Event**"):

- (i) Non-payment: the Issuer fails to pay any amount of principal or interest (other than any interest which falls to be deferred pursuant to Condition 6.2 (*Interest - Payment Dates and Interest Periods*)) in respect of the Notes or any amount in respect of the Residual Certificates, within 14 Business Days (in respect of any payment of interest due in respect of the Notes) or seven Business Days (in respect of any payment of principal due in respect of the Notes) or fourteen Business Days (in respect of any amount due in respect of the Residual Certificates) in each case after the due date for payment thereof;
- (ii) Breach of other obligations: the Issuer defaults in the performance or observance of any other obligation, condition, provision, representation or warranty binding upon or made by it under or in respect of the Notes, the Conditions, the Residual Certificates, the Residual Certificates Conditions or any Transaction Document (other than any obligation whose breach would give rise to the Enforcement Event provided for in Condition 11.1 (*Enforcement Events*)) or Residual Certificates Condition 10.1 (*Enforcement Events*)) and such default (A) is, in the opinion of the Trustee, incapable of remedy or (B) is, in the opinion of the Trustee, capable of remedy but remains unremedied for 30 days or such longer period as the Trustee may agree after the Trustee has given written notice thereof to the Issuer;
- (iii) Insolvency: an Insolvency Event occurs with respect to the Issuer; or
- (iv) Unlawfulness: it is or will become unlawful for the Issuer to perform or comply with any of its obligations under or in respect of the Notes, the Conditions, the Trust Deed, the Residual Certificates, the Residual Certificates Conditions or any other Transaction Document,

provided that in the case of the occurrence of any of the events mentioned in paragraph (ii) above, the Trustee shall have certified in writing that the happening of such event is in its opinion materially prejudicial to the interests of the Most Senior Class of Notes Outstanding or, where there are no Notes outstanding, the Residual Certificateholders.

### *Delivery of Enforcement Notice*

10.2 If an Enforcement Event occurs and is continuing, the Trustee may at its discretion and shall:

- (a) if so requested in writing by the holders of at least 25% of the Principal Amount Outstanding of the Most Senior Class of Notes Outstanding or if so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes Outstanding; or

- (b) where the Notes have been redeemed in full, if so requested in writing by the holders of at least 25% in number of the Residual Certificates,

deliver a notice to the Issuer declaring the Notes immediately due and payable (an "**Enforcement Notice**").

*Conditions to delivery of Enforcement Notice*

- 10.3 Notwithstanding Condition 10.2 (*Enforcement Events - Delivery of Enforcement Notice*) above, the Trustee shall not be obliged to deliver an Enforcement Notice unless it shall have been indemnified and/or secured and/or pre-funded to its satisfaction against all liabilities to which it may thereby become liable or which it may incur by so doing.

*Consequences of delivery of Enforcement Notice*

- 10.4 Upon the delivery of an Enforcement Notice, the Notes shall thereby become immediately due and payable without further action or formality at their Principal Amount Outstanding together with any Accrued Interest and the Issuer Security shall become enforceable by the Trustee in accordance with the Deed of Charge. The Trustee, the Noteholders and the other Transaction Creditors will have recourse only to the assets comprised in the Issuer Security. Once the assets comprised in the Issuer Security have been realised and the proceeds applied in accordance with the applicable Priority of Payments:
- (a) neither the Trustee nor any other Transaction Creditor shall be entitled to take any further steps or other action against the Issuer to recover any sums due but unpaid;
  - (b) all claims in respect of any sums due but unpaid shall be extinguished; and
  - (c) no Transaction Creditor (other than the Trustee) shall be entitled to petition or take any other step for the winding up or administration of the Issuer.

*Limited Recourse*

- 10.5 The recourse of the Transaction Creditors against the Issuer is limited, as more particularly described in the Trust Deed and the Deed of Charge.

*Limitation on action*

- 10.6 Only the Trustee shall be entitled to petition or take any other step for the winding up or the administration of the Issuer or for the enforcement of the assets constituting the Issuer Security.

**11. ENFORCEMENT**

*Proceedings*

- 11.1 The Trustee may, at its discretion and without further notice, at any time institute such proceedings and/or take any other steps as it thinks fit to enforce its rights under the Transaction Documents and, at any time after the Issuer Security shall have become enforceable, take such steps as it thinks fit to enforce the Issuer Security. The Trustee shall not be bound to take any such proceedings or steps unless:
- (a) so requested in writing by the holders of at least 25% of the Principal Amount Outstanding of the Most Senior Class of Notes Outstanding; or
  - (b) so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes Outstanding,

and in any such case, only if it shall have been indemnified and/or secured and/or pre-funded to its satisfaction against all liabilities to which it may thereby become liable or which it may incur by so doing.

*Restrictions on disposal of Issuer's assets*

- 11.2 If an Enforcement Notice has been delivered by the Trustee otherwise than by reason of non-payment of any amount due in respect of the Notes, the Trustee will not be entitled to dispose of the Issuer Security or any part thereof unless either:
- (a) a sufficient amount would be realised to allow payment in full of all amounts owing to the Noteholders and the Couponholders and in respect of all other liabilities of the Issuer senior thereto or *pari passu* therewith in accordance with the Post-Enforcement Order of Priority; or

- (b) the Trustee has received advice, which shall be binding on the Noteholders and the other Transaction Creditors, from an investment bank or other financial adviser selected by the Trustee (the costs of such advice to be borne by the Issuer), (and if the Trustee is unable to obtain such advice having made reasonable efforts to do so this Condition shall not apply) that (i) the cash flow prospectively receivable by the Issuer will not (or that there is a significant risk that it will not) be sufficient, having regard to any other actual, contingent or prospective liabilities of the Issuer, to discharge in full in due course all amounts owing to the Noteholders and Couponholders in accordance with the Post-Enforcement Order of Priority and (ii) the resulting shortfall will be greater than the shortfall resulting from such disposal, and

the Trustee shall not be bound to take any steps in relation to this Condition 11.2 (*Enforcement - Restrictions on disposal of Issuer's assets*) unless the Trustee shall have been indemnified and/or secured and/or pre-funded to its satisfaction against all liabilities to which it may thereby become liable or which it may incur by so doing.

*Post-Enforcement Order of Priority*

- 11.3 After the delivery of an Enforcement Notice, all amounts received or recovered by the Trustee in respect of the Issuer Security (other than any Swap Collateral, Replacement Swap Premium and Tax Credits (as defined in the Swap Agreement) (and any income, interest and distributions thereon and all proceeds of redemption or liquidation thereof)) will be applied by or on behalf of the Trustee in making the following payments in the following order of priority but in each case only to the extent that all payments of a higher priority have been made in full (the "**Post-Enforcement Order of Priority**"):
- (a) *first, pari passu and pro rata*, (a) any remuneration then due and payable to any receiver of the Issuer and all costs, expenses, charges and other liabilities incurred by such receiver and (b) any fees and all other amounts and liabilities payable by the Issuer to the Trustee under the Conditions, the Trust Deed and any other Transaction Document including fees and other liabilities payable to its Appointees and VAT (if any);
  - (b) *second, pari passu and pro rata*, amounts payable (a) to the Corporate Services Provider under the Corporate Services Agreement, (b) to the Servicer as the Servicer Fee, (c) to the Paying Agent under the Paying Agency Agreement, (d) to the Agent Bank under the Paying Agency Agreement, (e) to the Cash Manager under the Cash Management Agreement, (f) to the Account Bank under the Account Agreement, (g) to the custodian of any Swap Collateral Custody Account, (i) as Administrator Recovery Incentive payments and (j) to the Reporting Delegate under the Reporting Delegation Agreement;
  - (c) *third, pari passu and pro rata*, amounts payable (a) to the Rating Agencies as monitoring fees and (b) to the ICSDs under the Issuer-ICSDs Agreement;
  - (d) *fourth, pari passu and pro rata*, amounts payable in respect of other administration costs and expenses of the Issuer including without limitation, any costs relating to the listing of the Notes and any auditors' fees;
  - (e) *fifth*, all Swap Payments and all Swap Termination Payments (but excluding any Subordinated Termination Payments) payable by the Issuer to the Interest Rate Swap Counterparty under the Swap Agreement;
  - (f) *sixth, pari passu and pro rata* to the Class A Noteholders:
    - (A) amounts payable in respect of accrued and unpaid Class A Notes Interest Amount (including, without limitation, overdue interest); and
    - (B) an amount equal to the Principal Amount Outstanding of the Class A Notes until the Class A Notes have been redeemed in full;
  - (g) *seventh, pari passu and pro rata* to the Class B Noteholders:
    - (A) amounts payable in respect of accrued and unpaid Class B Notes Interest Amount (including, without limitation, overdue interest and interest accrued on any deferred Accrued Interest); and
    - (B) an amount equal to the Principal Amount Outstanding of the Class B Notes until the Class B Notes have been redeemed in full;
  - (h) *eighth, pari passu and pro rata* to the Class C Noteholders:
    - (A) amounts payable in respect of accrued and unpaid Class C Notes Interest Amount (including, without limitation, overdue interest and interest accrued on any deferred Accrued Interest); and

- (B) an amount equal to the Principal Amount Outstanding of the Class C Notes until the Class C Notes have been redeemed in full;
- (i) *ninth, pari passu and pro rata* to the Class D Noteholders:
  - (A) amounts payable in respect of accrued and unpaid Class D Notes Interest Amount (including, without limitation, overdue interest and interest accrued on any deferred Accrued Interest); and
  - (B) an amount equal to the Principal Amount Outstanding of the Class D Notes until the Class D Notes have been redeemed in full;
- (j) *tenth, pari passu and pro rata* to the Class E Noteholders:
  - (A) amounts payable in respect of accrued and unpaid Class E Notes Interest Amount (including, without limitation, overdue interest and interest accrued on any deferred Accrued Interest); and
  - (B) an amount equal to the Principal Amount Outstanding of the Class E Notes until the Class E Notes have been redeemed in full;
- (k) *eleventh, pari passu and pro rata* to the Class F Noteholders:
  - (A) amounts payable in respect of accrued and unpaid Class F Notes Interest Amount (including, without limitation, overdue interest and interest accrued on any deferred Accrued Interest); and
  - (B) an amount equal to the Principal Amount Outstanding of the Class F Notes until the Class F Notes have been redeemed in full;
- (l) *twelfth, pari passu and pro rata* to the Class X Noteholders:
  - (A) amounts payable in respect of accrued and unpaid Class X Notes Interest Amount (including, without limitation, overdue interest); and
  - (B) an amount equal to the Principal Amount Outstanding of the Class X Notes until the Class X Notes have been redeemed in full;
- (m) *thirteenth, pari passu and pro rata*, all Subordinated Termination Payments then payable by the Issuer to the Interest Rate Swap Counterparty under the Swap Agreement (to the extent not otherwise satisfied);
- (n) *fourteenth*, all outstanding amounts payable in respect of the Issuer Retained Profit; and
- (o) *fifteenth*, any excess amounts, *pro rata* and *pari passu* as Residual Payments to the holders of the Residual Certificates.

All Swap Collateral, all income, interest and distributions thereon and all proceeds of redemption or liquidation thereof, all Tax Credits (as defined in the Swap Agreement) received by the Issuer on account of payments by the Interest Rate Swap Counterparty, and all Replacement Swap Premium received from a Replacement Swap Counterparty (collectively, "**Excluded Amounts**") shall not be applied in accordance with the Priority of Payments. All Excluded Amounts comprising Swap Collateral or Replacement Swap Premium will be applied in accordance with the provisions of the Cash Management Agreement and any Excluded Amounts comprising Tax Credits (as defined in the Swap Agreement) shall be paid by the Cash Manager into the Swap Collateral Cash Account, as applicable, and shall be paid as soon as possible to the Interest Rate Swap Counterparty in satisfaction *pro tanto* of the Issuer's liability to pay such amounts to the Interest Rate Swap Counterparty under the Swap Agreement. For the avoidance of doubt, the Trustee shall not be liable for identifying the Swap Collateral, the Tax Credits or the Replacement Swap Premium and the Cash Manager shall not be liable for identifying the Tax Credits.

## 12. **PRESCRIPTION**

Claims for principal shall become void unless the relevant Notes are presented for payment within ten years of the appropriate Relevant Date. Claims for interest shall become void unless the relevant Coupons are presented for payment within five years of the appropriate Relevant Date.

## 13. **REPLACEMENT OF NOTES**

Should a Global Note become lost, stolen, damaged or destroyed, then it may be replaced at the specified office of the Paying Agent, subject to all applicable laws and Euronext Dublin requirements, upon payment by the claimant of the costs arising

in connection thereto. The Issuer may require proof of a declaration of exemption and/or adequate security prior to replacement. In the event of damage, the relevant Global Note shall be surrendered before a replacement is issued.

**14. TRUSTEE AND AGENTS**

*Trustee's Right to Indemnity*

- 14.1 Under the Trust Deed, the Deed of Charge, these Conditions and the Residual Certificates Conditions, the Trustee is entitled to be indemnified and relieved from responsibility in certain circumstances and to be paid any costs and expenses incurred by it in priority to the claims of the Noteholders. In addition, the Trustee is entitled to enter into business transactions with the Issuer and any entity relating to the Issuer without accounting for any profit.

*Trustee Not Responsible for Loss or for Monitoring*

- 14.2 The Trustee will not be responsible for any loss, expense or liability which may be suffered as a result of any assets comprised in the Issuer Security or any documents of title thereto being uninsured or inadequately insured or being held by or to the order of the Trustee or by any person on behalf of the Trustee. The Trustee shall not be responsible for monitoring the compliance of any of the other parties to the Transaction Documents with their obligations under the Transaction Documents.

*Appointment and Removal of Trustees*

- 14.3 The power of appointing a new trustee of the Trust Deed shall be vested in the Issuer, but no person shall be appointed who shall not previously have been approved by an Extraordinary Resolution of the holders of the Most Senior Class of Notes Outstanding (or, where there are no Notes outstanding, by an Extraordinary Resolution of the Residual Certificateholders) in accordance with the Trust Deed. One or more persons may hold office as trustee or trustees of the Trust Deed, provided that such trustee or trustees shall be (if there is only one) or include (if there is more than one) a trust corporation. Any appointment of a new trustee of the Trust Deed shall as soon as practicable thereafter be notified by the Issuer to the Paying Agent, the Rating Agencies and the Noteholders. The holders of the Most Senior Class of Notes Outstanding (or, where there are no Notes outstanding, the Residual Certificateholders) shall together have the power exercisable by Extraordinary Resolution to remove any trustee or trustees for the time being of the Trust Deed. The removal of any trustee shall not become effective unless there remains a trustee of the Trust Deed (being a trust corporation) in office after such removal, or a replacement trust corporation is appointed.

*Agents Solely Agents of Issuer*

- 14.4 In acting under the Paying Agency Agreement and in connection with the Notes and the Residual Certificates, the Agents act solely as agents of the Issuer and (to the extent provided therein) the Trustee and do not assume any obligations towards, or relationship of agency or trust for or with, any of the Noteholders or Couponholders.

*Initial Paying Agent and Agent Bank*

- 14.5 The initial Paying Agent and the Agent Bank is HSBC Bank plc whose initial specified office is Level 22, 8 Canada Square, London, E14 5HQ, United Kingdom. The Issuer reserves the right (subject to prior written approval of the Trustee) to vary or terminate the appointment of the Paying Agent or Agent Bank and to appoint a successor paying agent or agent bank and an additional or successor paying agents at any time, having given not less than 30 days' notice to the Paying Agent or the Agent Bank (as the case may be) and the Noteholders pursuant to Condition 17 (*Notices to Noteholders*).

*Notice of Change of Paying Agent*

- 14.6 Notice of any change in the Paying Agent or in its specified offices shall promptly be given to the Noteholders in accordance with Condition 17 (*Notices to Noteholders*).

**15. MEETINGS OF NOTEHOLDERS AND RESIDUAL CERTIFICATEHOLDERS**

*Convening*

- 15.1 The Trust Deed contains provisions for convening meetings of Noteholders of any class and all the Residual Certificateholders to consider matters relating to the Notes or Residual Certificates or affecting the interests of the Noteholders or Residual Certificateholders, as applicable, including the modification of any provision of these Conditions or the Trust Deed or the provisions of any of the other Transaction Documents. Any such modification may be made if sanctioned by an Extraordinary Resolution subject as provided in Condition 15.4 (*Meetings of Noteholders and Residual Certificateholders - Relationship Between Classes*). Each such meeting shall be held at such time and place as the Trustee may appoint or approve provided that the place shall be a location in the UK (or, if applicable, the European Union).

*Request from Noteholders*

- 15.2 A meeting of Noteholders of any class may be convened by the Trustee or the Issuer at any time and must be convened by the Issuer upon the request in writing of Noteholders holding not less than one-tenth of the Principal Amount Outstanding of the outstanding Notes of such class.

*Quorum*

- 15.3 The Trust Deed provides that the quorum at any meeting of the Noteholders of any class convened to vote on:
- (a) a resolution, other than an Extraordinary Resolution will be one or more persons present in person holding Notes of the relevant class and/or voting certificates and/or being proxies and holding or representing, in the aggregate, at least 25% of the aggregate Principal Amount Outstanding of the Notes of that class;
  - (b) an Extraordinary Resolution, other than an Extraordinary Resolution relating to a Basic Terms Modification, will be one or more persons present in person holding Notes of the relevant class and/or voting certificates and/or being proxies and holding or representing, in the aggregate, over 50% of the Principal Amount Outstanding of the outstanding Notes of that class or, at any adjourned meeting, one or more persons being or representing the Noteholders of that class, whatever the Principal Amount Outstanding of the outstanding Notes of that Class so held or represented; and
  - (c) an Extraordinary Resolution relating to a Basic Terms Modification will be one or more persons present in person holding Notes of the relevant class and/or voting certificates and/or being proxies and holding or representing, in the aggregate, not less than 75% of the Principal Amount Outstanding of the Notes of the relevant class or, at any adjourned meeting, one or more persons present in person holding Notes of the relevant class and/or voting certificates and/or being proxies and holding or representing, in the aggregate, not less than 33.33% of the Principal Amount Outstanding of the outstanding Notes of that Class,

and no business (other than choosing a Chairman) shall be transacted at any meeting unless the requisite quorum be present at the commencement of the meeting.

If within half an hour from the time appointed for any meeting a quorum is not present, the meeting shall, if convened upon the requisition of Noteholders, be dissolved. In any other case, it shall be adjourned for such period not being less than 14 days nor more than 42 days, as may be appointed by the Chairman.

At such adjourned meeting one or more persons present in person holding Notes of the relevant Class and/or voting certificates and/or being proxies and being or representing in the aggregate the Noteholders of the relevant Class whatever percentage of the aggregate Principal Amount Outstanding of the Notes of the relevant Class then Outstanding shall form a quorum and shall have the power to pass any resolution and to decide upon all matters which could properly have been dealt with at the meeting from which the adjournment took place had a quorum been present at such meeting, provided that if at such adjourned meeting the business to be transacted thereat includes any Basic Terms Modification, the quorum shall be one or more persons present in person holding Notes of the relevant Class and/or voting certificates and/or being proxies and being or representing in the aggregate the holders of not less than 33.33% of the aggregate Principal Amount Outstanding of the Notes of the relevant Class then Outstanding.

Any Extraordinary Resolution duly passed at any such meeting shall be binding on all the Noteholders and Couponholders of the relevant class whether present or not.

15.4 *Relationship Between Classes*

- (a) No Extraordinary Resolution involving a Basic Terms Modification that is passed by the holders of one class of Notes or the Residual Certificateholders shall be effective unless it is sanctioned by an Extraordinary Resolution of the holders of each of the other classes of Notes and the Residual Certificateholders (to the extent there are outstanding Notes in such other classes or Residual Certificates).
- (b) No Extraordinary Resolution to approve any matter other than a Basic Terms Modification that is passed by the holders of any class of Notes or the Residual Certificateholders shall be effective unless it is sanctioned by an Extraordinary Resolution of the holders of the other classes of Notes which rank senior to the relevant class of Notes or Residual Certificates unless the Trustee considers that the interests of the classes of Notes which rank senior to the relevant class of the Notes or Residual Certificates would not be materially prejudiced by the implementation of such Extraordinary Resolution.

- (c) Any resolution passed at a meeting of any class of Noteholders or the Residual Certificateholders duly convened and held in accordance with the Trust Deed shall be binding upon all Noteholders or Residual Certificateholders of such class, whether or not present at such meeting and whether or not voting.
- (d) Subject to paragraphs (a) and (b) above, any resolution passed at a meeting of the holders of the Most Senior Class of Notes Outstanding duly convened and held as aforesaid shall also be binding upon the holders of all the other classes of Notes and the Residual Certificates.

*Resolutions in Writing*

- 15.5 In addition, a resolution in writing signed by or on behalf of all Noteholders of the relevant class who for the time being are entitled to receive notice of a meeting of Noteholders under the Trust Deed will take effect as if it were an ordinary resolution or an Extraordinary Resolution of that class. Such a resolution in writing may be contained in one document or in several documents in the same form, each signed by or on behalf of one or more Noteholders, of the relevant class.

**16. MODIFICATION, WAIVER AND SUBSTITUTION**

*Modification*

- 16.1 The Trustee may, without the consent or sanction of the Noteholders, the Couponholders, the Residual Certificateholders or any other Transaction Creditor, concur with the Issuer and, subject to Conditions 16.4 and 16.5 (*Modification, Waiver and Substitution - Restriction on Power to Waive*), any other relevant party to any of the Transaction Documents in making or sanctioning any modification to these Conditions, the Trust Deed, the Notes, the Residual Certificates (including the Residual Certificates Conditions) or any of the other Transaction Documents to which it is a party or over which it has security if, in the Trustee's opinion, such modification:
- (a) (other than a Basic Terms Modification) will not be materially prejudicial to the interests of any class of Noteholders or Residual Certificateholders, as applicable; or
  - (b) is of a formal, minor, administrative or technical nature or to correct a manifest error.

The Trustee shall agree, without the consent or sanction of the Noteholders, the Couponholders, the Residual Certificateholders or any other Transaction Creditor, with the Issuer and, subject to Condition 16.4 (*Modification, Waiver and Substitution - Restriction on Power to Waive*), any other relevant party to any of the Transaction Documents in making any modification other than a Basic Terms Modification to these Conditions, the Trust Deed, the Notes, the Residual Certificates (including the Residual Certificates Conditions) or the other Transaction Documents to which it is a party or over which it has security, or may give its consent to any event, matter or thing, if it is required to do so, subject to the satisfaction of specified conditions under the terms of these Conditions, the Residual Certificates Conditions or the Transaction Documents provided such conditions are satisfied.

*Waiver and Authorisation*

- 16.2 In addition, subject to this Condition 16 (*Modification, Waiver and Substitution*), the Trustee may, without the consent or sanction of the Noteholders, the Couponholders, the Residual Certificateholders or any other Transaction Creditor, and without prejudice to its rights in respect of any subsequent breach, condition, event or act, from time to time and at any time, but only if and in so far as in its opinion the interests of the Noteholders of any class and Residual Certificateholders shall not be materially prejudiced thereby, at any time authorise or waive, on such terms and subject to such conditions as it shall deem fit and proper, any breach or proposed breach by the Issuer or any other party thereto of any of the covenants or provisions contained in the Trust Deed, the Notes, the Residual Certificates or any of the other Transaction Documents or determine that any condition, event or act which constitutes, or which with the giving of notice and/or the lapse of time and/or the issue of a certificate would constitute, an Enforcement Event shall not, or shall not subject to specified conditions, be treated as such for the purposes of the Trust Deed provided that (i) the Trustee shall not exercise such powers of waiver, authorisation or determination in contravention of any express direction given by an Extraordinary Resolution of the Most Senior Class of Notes Outstanding or a request in writing by the holders of not less than 25% in aggregate Principal Amount Outstanding of the Most Senior Class of Notes Outstanding or, where no Notes are outstanding, an Extraordinary Resolution of the Relevant Certificateholders or a request in writing by the holders of not less than 25% in aggregate of the Residual Certificates (subject to Condition 16.3 (*Modification Waiver and Substitution - Waiver and Authorisation*)) but so that no such direction or request shall affect any waiver, authorisation or determination previously given or made and (ii) the Trustee shall not exercise such powers of waiver, authorisation or determination in breach of Condition 16.5 below. Any such waiver, authorisation or determination shall be binding on the Noteholders and the Residual Certificateholders and unless the Trustee agrees otherwise, shall be notified by the Issuer to the Noteholders and the Interest Rate Swap Counterparty in accordance with Condition 17 (*Notices to Noteholders*) and the Transaction Creditors in accordance with the Transaction Documents, as soon as practicable thereafter. In the event of a conflict between (i) the written request of the holders of not less than 25% in



aggregate Principal Amount Outstanding of the Most Senior Class of Notes Outstanding or, where no Notes are outstanding, a request in writing by the holders of not less than 25% in aggregate of the Residual Certificates and (ii) an Extraordinary Resolution of the holders of the same class of Notes or the Residual Certificates (as applicable), the instructions issued pursuant to the Extraordinary Resolution shall prevail.

- 16.3 In connection with any substitution of the principal debtor as is referred to in Condition 16.8 (*Modification, Waiver and Substitution - Substitution*), the Trustee may also agree, without the consent of the Noteholders, the Residual Certificateholders or any other Transaction Creditor, to a change of the laws governing the Notes, the Residual Certificates and/or the Transaction Documents, provided that such change would not, in the opinion of the Trustee, be materially prejudicial to the interests of the holders of the Most Senior Class of Notes Outstanding or, where no Notes are outstanding, the Residual Certificateholders.

*Restriction on Power to Waive*

- 16.4 The Trustee shall not exercise any powers conferred upon it by this Condition 16 (*Modification, Waiver and Substitution*) in contravention of any express direction by an Extraordinary Resolution of the holders of the Most Senior Class of Notes Outstanding or, where no Notes are outstanding, an Extraordinary Resolution of the Relevant Certificateholders or of a request or direction in writing made by the holders of not less than 25% in aggregate Principal Amount Outstanding of the Most Senior Class of Notes Outstanding or, where no Notes are outstanding, a request or direction in writing made by the holders of not less than 25% in aggregate of the Residual Certificates but so that no such direction or request shall affect any authorisation, waiver or determination previously given or made.
- 16.5 The Trustee shall not exercise any powers conferred upon it by Condition 16 (*Modification, Waiver and Substitution*) without the prior written consent of the Interest Rate Swap Counterparty if the proposed amendment would affect the amount, timing or priority of any payments or deliveries due to be made by or to the Interest Rate Swap Counterparty. In circumstances where the consent of the Interest Rate Swap Counterparty is not required pursuant to the above, the Issuer shall certify as such in writing to the Trustee and the Interest Rate Swap Counterparty, prior to the making of such amendment and the Trustee shall be entitled to rely absolutely on such certification without any liability to any person for so doing.

*Notification*

- 16.6 Unless the Trustee otherwise agrees, the Issuer shall cause any such authorisation, waiver, modification or determination to be notified to the Noteholders in accordance with Condition 17 (*Notices to Noteholders*), the Interest Rate Swap Counterparty and the other Transaction Creditors in accordance with the Transaction Documents, as soon as practicable after it has been made. In addition, so long as the Rated Notes are rated by any Rating Agency, any such modification shall be notified in writing by the Issuer to any such Rating Agency as soon as reasonably practicable thereafter.

*Binding Nature*

- 16.7 Any authorisation, waiver, determination or modification referred to in Condition 16.1 (*Modification, Waiver and Substitution – Modification*), Conditions 16.2 and 16.3 (*Modification Waiver and Substitution - Waiver*) shall be binding on the Noteholders, the Residual Certificateholders and the other Transaction Creditors.

*Substitution*

- 16.8 The Trust Deed contains provisions under which any other company may, without the consent of the Noteholders, the Residual Certificateholders or Couponholders, assume the obligations of the Issuer as principal debtor under the Trust Deed, the Deed of Charge, the Residual Certificates and the Notes provided that certain conditions specified in the Trust Deed are fulfilled. Any such substitution of the Issuer shall be notified to Noteholders by the Issuer or the substitute issuer in accordance with Condition 17 (*Notices to Noteholders*).
- 16.9 No Noteholder, Residual Certificateholder or Couponholder shall, in connection with any substitution, be entitled to claim any indemnification or payment in respect of any tax consequence thereof for such Noteholder, Residual Certificateholder or (as the case may be) Couponholder.
- 16.10 Where, in connection with the exercise or performance by it of any right, power, trust, authority, duty or discretion under or in relation to these Conditions, the Residual Certificates Conditions or any of the Transaction Documents (including, without limitation, in relation to any modification, waiver, authorisation, determination or substitution as referred to above), the Trustee is required to have regard to the interests of the Noteholders of any class or Residual Certificateholders, it shall have regard to the interests of the Noteholders or Residual Certificateholders of such class as a class but shall not have regard to any interests arising from circumstances particular to individual Noteholders or the Residual Certificateholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise or performance for individual Noteholders or Residual Certificateholders (whatever their number) resulting from their being for

any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Trustee shall not be entitled to require, nor shall any Noteholder or Residual Certificateholder be entitled to claim from the Issuer or the Trustee or any other person, any indemnification or payment in respect of any Tax consequences of any such exercise upon individual Noteholders or Residual Certificateholders.

*Additional Right of Modification*

- 16.11 The Trustee shall be obliged, without any consent or sanction of the Noteholders, the Residual Certificateholders, the Couponholders or, subject to the receipt of consent from any of the Transaction Creditors party to the Transaction Document being modified or any Transaction Creditor which, as a result of such amendment, would be further contractually subordinated to any other Transaction Creditor than would otherwise have been the case prior to such amendment, any of the other Transaction Creditors, to concur with the Issuer in making any modification (other than in respect of a Basic Terms Modification) to these Conditions, the Residual Certificates Conditions, the Notes, the Residual Certificates or any other Transaction Document to which it is a party or in relation to which it holds security or enter into any new, supplemental or additional documents that the Issuer (in each case) considers necessary:
- (a) in order to enable the Issuer to comply with any requirements which apply to it under EMIR, MIFID II/MiFIR or SFTR (as applicable), subject to receipt by the Trustee of a certificate issued by the Issuer certifying to the Trustee the requested amendments are to be made solely for the purpose of enabling the Issuer to satisfy its requirements under EMIR, MIFID II/MiFIR or SFTR (as applicable) and have been drafted solely to that effect and the Trustee shall be entitled to rely absolutely without further inquiry on such certification without any liability to any person for so doing;
  - (b) for the purposes of enabling the Issuer or any other Transaction Party to comply with Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (the "**Code**"), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code ("**FATCA**") (or any voluntary agreement entered into with a taxing authority in relation thereto), provided that the Issuer (or the Servicer on its behalf) or the relevant Transaction Party, as applicable, provides a written certificate to the Trustee certifying that such modification is required solely for such purpose and has been drafted solely to such effect;
  - (c) in order to allow the Issuer to open additional accounts with an additional account bank or to move the Accounts to be held with an alternative account bank with the Minimum Rating, provided that the Issuer has certified to the Trustee that (i) such action would not have an adverse effect on the then current ratings of the Notes, and (ii) if a new account bank agreement is entered into, such agreement will be entered into on substantially the same terms as the Account Agreement provided further that if the Issuer or the Cash Manager determines that it is not practicable to agree terms substantially similar to those set out in the Account Agreement with such replacement financial institution or institutions and the Issuer certifies in writing to the Trustee that the terms upon which it is proposed the replacement bank or financial institution will be appointed are reasonable commercial terms taking into account the then prevailing current market conditions, whereupon a replacement agreement will be entered into on such reasonable commercial terms and the Trustee shall be entitled to rely absolutely on such certification without any liability to any person for so doing (notwithstanding that the fee payable to the replacement account bank may be higher or other terms may differ materially from those on which the previously appointed bank or financial institution agreed to act);
  - (d) for the purpose of complying with, or implementing or reflecting, any change in the criteria of one or more of the Rating Agencies which may be applicable from time to time, provided that the Issuer (or the Servicer on its behalf) certifies in writing to the Trustee that such modification is necessary to comply with such criteria or, as the case may be, is solely to implement and reflect such criteria;
  - (e) for the purpose of complying with:
    - (i) Article 6 of the Securitisation Regulation, after the Closing Date, including as a result of the adoption of additional regulatory technical standards in relation to the Securitisation Regulation or any other risk retention legislation or regulations or official guidance in relation thereto applicable to the Issuer or MNF; or
    - (ii) any other provision of (A) the Securitisation Regulation, including Articles 19, 20, 21 or 22 of the Securitisation Regulation or (B) Regulation (EU) 2017/2401 (which amends Regulation (EU) No 575/2013 on prudential requirements for credit institutions and investment firms), provided that the Issuer has been advised by a third party authorised under Article 28 of the Securitisation Regulation (if applicable) or a reputable international law firm that such amendments are required to comply with such requirements,

provided that the Issuer (or the Servicer on its behalf) provides a written certificate to the Trustee certifying that such modification is required solely for such purpose and has been drafted solely to such effect;

- (f) for the purpose of enabling the Notes to be (or to remain) listed on Euronext Dublin, provided that the Issuer (or the Servicer on its behalf) certifies to the Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;
- (g) for the purpose of complying with any changes in the requirements of the CRA Regulation after the Issue Date, including as a result of the adoption of regulatory technical standards in relation to the CRA Regulation or regulations or official guidance in relation thereto, provided that the Issuer (or the Servicer on its behalf) provides a written certificate to the Trustee certifying that such modification is required solely for such purpose and has been drafted solely to such effect; or
- (h) for the purpose of enabling the Issuer (or the Servicer on its behalf) to open any custody or swap collateral account for the receipt of any collateral posted by the Interest Rate Swap Counterparty under the Swap Agreement in the form of either securities or cash in a currency other than Sterling (a "**New Non-Sterling Account**"), provided that the Issuer (or the Servicer on its behalf) provides a written certificate to the Trustee certifying that such modification is required solely for such purpose and has been drafted solely to such effect,

provided that in relation to any amendment under this Condition 16.11 (*Modification, Waiver and Substitution - Additional Right of Modification*):

- (i) the Issuer certifies in writing to the Trustee that it has obtained the prior written consent of the Interest Rate Swap Counterparty in respect of such modification pursuant to, and in accordance with, Condition 16.5 (*Modification, Waiver and Substitution - Restriction on Power to Waive*); and
- (ii) in the case of any modification to a Transaction Document proposed by any of the Seller, the Servicer, the Interest Rate Swap Counterparty or the Account Bank, in order (x) to remain eligible to perform its role in such capacity in conformity with such criteria and/or (y) to avoid taking action which it would otherwise be required to take to enable it to continue performing such role (including, without limitation, posting collateral or advancing funds):
  - (A) the Seller, the Servicer, the Interest Rate Swap Counterparty, and/or the Account Bank, as the case may be, certifies in writing to the Issuer and the Trustee that such modification is necessary for the purposes described in paragraph (ii)(x) and/or (y) above (and in the case of a certification provided to the Issuer, the Issuer shall certify to the Trustee that it has received the same from the Seller, the Servicer, the Interest Rate Swap Counterparty, and/or the Account Bank, as the case may be);
  - (B) either:
    - (1) the Seller, the Servicer, the Interest Rate Swap Counterparty, and/or the Account Bank, as the case may be, obtains a Rating Agency Confirmation (or certifies in writing to the Issuer and the Trustee that it has been unable to obtain a Rating Agency Confirmation, but has received oral confirmation from an appropriately authorised person at each of the Rating Agencies) that such modification would not result in a downgrade, withdrawal or suspension of the then current ratings assigned to the Rated Notes by such Rating Agency and would not result in any Rating Agency placing any Rated Notes on rating watch negative (or equivalent) and, if relevant, delivers a copy of such Rating Agency Confirmation to the Issuer and the Trustee; or
    - (2) the Issuer certifies in writing to the Trustee that the Rating Agencies have been informed of the proposed modification and none of the Rating Agencies has indicated that such modification would result in (x) a downgrade, withdrawal or suspension of the then current ratings assigned to any Class of the Notes by such Rating Agency or (y) such Rating Agency placing any Notes on rating watch negative (or equivalent); and
  - (C) the Seller pays all costs and expenses (including legal fees) incurred by the Issuer and the Trustee or any other Transaction Party in connection with such modification;

(the certificate to be provided by the Issuer, the Seller, the Servicer, the Interest Rate Swap Counterparty, the Account Bank, and/or the relevant Transaction Party, as the case may be, pursuant to this Condition 16.11

(*Modification, Waiver and Substitution - Additional Right of Modification*) being a "**Modification Certificate**"), provided that in respect of the modifications contemplated by Conditions 16.11(b), (d) and (f):

- (D) at least 30 calendar days' prior written notice of any such proposed modification has been given to the Trustee;
- (E) the Modification Certificate in relation to such modification shall be provided to the Trustee both at the time the Trustee is notified of the proposed modification and on the date that such modification takes effect;
- (F) the consent of each Transaction Creditor which is party to the relevant Transaction Document or whose ranking in any Priority of Payments is affected has been obtained (such consent to be conclusively demonstrated by such Transaction Creditor entering into any deed or document purporting to modify such Transaction Document);
- (G) the Trustee is satisfied that it has been or will be reimbursed for all costs, fees and expenses (including properly incurred legal fees) incurred by it in connection with such modification; and
- (H) the Issuer certifies in writing to the Trustee (which certification may be in the Modification Certificate) that the Issuer has provided at least 30 calendar days' notice to the Noteholders of each class and the Residual Certificateholders of the proposed modification in accordance with Condition 17 (*Notices to Noteholders*) and Residual Certificates Condition 16 (*Notices to Residual Certificateholders*) and by publication on Bloomberg on the "Company News" screen relating to the Notes and Residual Certificates, and Noteholders representing at least 10% of the aggregate Principal Amount Outstanding of the Most Senior Class of Notes Outstanding, or if there are no Notes outstanding, Residual Certificateholders representing at least 10% of the number of the Residual Certificates have not contacted the Issuer or Paying Agent in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Notes or Residual Certificates (as the case may be) may be held) within such notification period notifying the Issuer or Paying Agent that such Noteholders or Residual Certificateholders (as the case may be) do not consent to the modification.

For the avoidance of doubt, the Trustee shall be entitled to rely upon such Modification Certificate without further enquiry and, absent any fraud, gross negligence or wilful default on the part of the Trustee, any liability.

If Noteholders representing at least 10% of the aggregate Principal Amount Outstanding of the Most Senior Class of Notes Outstanding, or if there are no Notes outstanding, Residual Certificateholders representing at least 10% of the number of Residual Certificates, have notified the Paying Agent or the Issuer in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Notes or Residual Certificates (as the case may be) may be held) within the notification period referred to above that they do not consent to the modifications contemplated by Conditions 16.11(b), (d) and (f), then such modification will not be made unless an Extraordinary Resolution of the Most Senior Class of Notes Outstanding or Residual Certificates (as applicable) then outstanding is passed in favour of such modification in accordance with Condition 15 (*Meetings of Noteholders and Residual Certificateholders*) or Residual Certificates Condition 14 (*Meetings of Noteholders and Residual Certificateholders*).

Objections made in writing other than through the applicable clearing system must be accompanied by evidence to the Issuer's satisfaction (having regard to prevailing market practices) of the relevant Noteholder's holding of the Notes or Residual Certificateholder's holding of the Residual Certificates.

- 16.12 Notwithstanding anything to the contrary in Condition 16.11 (*Modification, Waiver and Substitution - Additional of Modification*), the prior written consent of the Interest Rate Swap Counterparty shall be required for any modifications to Transaction Documents made pursuant to Condition 16.11 (*Modification, Waiver and Substitution - Additional Right of Modification*) if the modification would affect the amount, timing or priority of any payments or deliveries due from the Issuer to Interest Rate Swap Counterparty or from the Interest Rate Swap Counterparty to the Issuer. In circumstances where the consent of the Interest Rate Swap Counterparty is not required pursuant to the above, the Issuer shall certify as such in writing to the Trustee, prior to the making of such amendment and the Trustee shall be entitled to rely absolutely on such certification without any liability to any person for so doing.

16.13

- (a) Notwithstanding anything to the contrary in Condition 16.11 (*Modification, Waiver and Substitution - Additional Right of Modification*) or any Transaction Document:
  - (i) when implementing any modification pursuant to Condition 16.11 (*Modification, Waiver and Substitution - Additional Right of Modification*) (save to the extent the Trustee considers that the proposed modification would constitute a Basic Terms Modification), the Trustee shall not consider the interests of the Noteholders, Residual Certificateholders, any other Transaction Creditor or any other person and shall act and rely solely and without further investigation on any certificate or evidence provided to it by the Issuer or the relevant Transaction Party, as the case may be, pursuant to Condition 16.11 (*Modification, Waiver and Substitution - Additional Right of Modification*) and shall not be liable to the Noteholders, Residual Certificateholders, any other Transaction Creditor or any other person for so acting or relying, irrespective of whether any such modification is or may be materially prejudicial to the interests of any such person; and
  - (ii) the Trustee shall not be obliged to agree to any modification which, in the sole opinion of the Trustee would have the effect of (i) exposing the Trustee to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (ii) increasing the obligations or duties, or decreasing the rights or protection, of the Trustee in the Transaction Documents and/or these Conditions and/or the Residual Certificates Conditions.
- (b) Any such modification shall be binding on all Noteholders and Residual Certificateholders and shall be notified by the Issuer as soon as reasonably practicable to:
  - (i) so long as any of the Notes rated by the Rating Agencies remains outstanding, each Rating Agency;
  - (ii) the Transaction Creditors; and
  - (iii) the Noteholders in accordance with Condition 17 (*Notices to Noteholders*) and the Residual Certificateholders in accordance with Residual Certificates Condition 16 (*Notices to Residual Certificateholders*).

*Benchmark Rate Modification*

- 16.14 Notwithstanding the provisions of Condition 16.11 (*Modification, Waiver and Substitution - Additional Right of Modification*), the Trustee shall be obliged, without any consent or sanction of the Noteholders or any of the other Transaction Creditors, to concur with the Issuer in making any modification to these Conditions or any other Transaction Document to which it is a party or in relation to which it holds security or entering into any new, supplemental or additional documents that the Issuer (or the Servicer on its behalf) considers necessary or advisable for the purpose of changing the benchmark rate that then applies in respect of the relevant Notes (the "**Applicable Benchmark Rate**") to an alternative benchmark rate (any such rate, an "**Alternative Benchmark Rate**") and making such other amendments to these Conditions or any other Transaction Document as are necessary or advisable in the reasonable judgment of the Issuer (or the Servicer on its behalf) to facilitate the changes envisaged pursuant to this Condition 16.14 (*Modification, Waiver and Substitution - Benchmark Rate Modification*) (for the avoidance of doubt, this may include changing the benchmark rate referred to in any interest rate hedging agreement, for the purpose of aligning any such hedging agreement with the proposed Benchmark Rate Modification pursuant to Condition 16.15 (*Modification, Waiver and Substitution - Benchmark Rate Modification*) below, or modifications to when the rate of interest applicable to any Class of Notes is calculated and/or notified to Noteholders or other such consequential modifications) (a "**Benchmark Rate Modification**"), provided that:
  - (a) the Issuer (or the Servicer on its behalf) certifies to the Trustee in writing that:
    - (i) such Benchmark Rate Modification is being undertaken due to any one or more of the following:
      - (A) an alternative manner of calculating the Applicable Benchmark Rate being introduced and becoming a standard means of calculating interest for similar transactions;
      - (B) a material disruption to the Applicable Benchmark Rate, a material change in the methodology of calculating the Applicable Benchmark Rate or the Applicable Benchmark Rate ceasing to exist or be published, or the administrator of the Applicable Benchmark Rate having used a fall-back methodology for calculating the Applicable Benchmark Rate for a period of at least 30 days;
      - (C) the insolvency or cessation of business of the administrator of the Applicable Benchmark Rate (in circumstances where no successor administrator has been appointed);
      - (D) a public statement by the administrator of the Applicable Benchmark Rate that it will cease publishing the Applicable Benchmark Rate permanently or indefinitely (in circumstances where no successor

administrator has been appointed that will continue publication of the Applicable Benchmark Rate); or

- (E) a public statement by the supervisor of the administrator of the Applicable Benchmark Rate that the Applicable Benchmark Rate has been or will be permanently or indefinitely discontinued or will be changed in an adverse manner;
  - (F) a public announcement by a relevant regulatory authority of the permanent or indefinite discontinuation of the Applicable Benchmark Rate;
  - (G) a public statement by the supervisor of the administrator of the Applicable Benchmark Rate that means the Applicable Benchmark Rate may no longer be used or that its use is subject to restrictions or adverse consequences;
  - (H) a change in the generally accepted market practice in the publicly listed asset backed floating rate notes market to refer to a benchmark rate endorsed in a public statement by the Bank of England, the FCA or the PRA or any relevant committee or other body established, sponsored or approved by any of the foregoing, including the Working Group on Sterling Risk-Free Reference Rates, despite the continued existence of the Applicable Benchmark Rate;
  - (I) it having become unlawful and/or impossible and/or impracticable for any Paying Agent, the Issuer or the Cash Manager to calculate any payments due to be made to any Noteholder using the Applicable Benchmark Rate;
  - (J) it being the reasonable expectation of the Issuer (or the Servicer on its behalf) that any of the events specified in sub-paragraphs (A)-(I) will occur or exist within six months of the proposed effective date of such Benchmark Rate Modification; or
  - (K) a Benchmark Rate Modification is being proposed pursuant to the provisions in the Conditions 16.14 to 16.17 (*Modification, Waiver and Substitution - Benchmark Rate Modification*); and
- (ii) the Alternative Benchmark Rate is any one or more of the following:
- (A) a benchmark rate with an equivalent term to the Applicable Benchmark Rate as published, endorsed, approved or recognised as a replacement to the Applicable Benchmark Rate by the Bank of England, the FCA or the PRA or any relevant committee or other body established, sponsored or approved by any of the foregoing, including the Working Group on Sterling Risk-Free Reference Rates (which, for the avoidance of doubt, may be an Alternative Benchmark Rate together with a specified adjustment factor which may increase or decrease the relevant Alternative Benchmark Rate);
  - (B) an alternative rate relating to SONIA or the Broad Treasuries Repo Financing Rate (or any rate which is derived from, based upon or otherwise similar to either of the foregoing);
  - (C) a benchmark rate with an equivalent term utilised in a material number of publicly- listed new issues of asset backed floating rate notes denominated in Sterling prior to the effective date of such Benchmark Rate Modification; or
  - (D) such other benchmark rate as the Issuer (or the Servicer on behalf of the Issuer), reasonably determines, provided that this option may only be used if the Issuer (or the Servicer on behalf of the Issuer) certifies to the Trustee that, in the reasonable opinion of the Issuer (or the Servicer on behalf of the Issuer), none of Condition 8(a)(i)(A) (*Modification, Waiver and Substitution - Benchmark Rate Modification*), Condition 8(a)(i)(B) (*Modification, Waiver and Substitution - Benchmark Rate Modification*) or Condition 8(a)(i)(C) (*Modification, Waiver and Substitution - Benchmark Rate Modification*) are applicable and/or practicable in the context of the Transaction, and sets out the rationale in the Benchmark Rate Modification Certificate for choosing the proposed Alternative Benchmark Rate; and
- (iii) it has obtained the prior written consent of the Interest Rate Swap Counterparty in respect of such Benchmark Rate Modification pursuant to, and in accordance with, Condition 16.5 (*Modification, Waiver and Substitution - Restriction on Power to Waive*); and
- (A) a Rating Agency Confirmation is delivered;

- (B) the Seller pays all fees, costs and expenses (including legal fees) incurred by the Issuer and the Trustee or any other Transaction Party in connection with such modification;
- (C) the modifications proposed are required solely for the purpose of applying the Alternative Benchmark Rate and making consequential modifications to any Transaction Document which are, as reasonably determined by the Issuer (or the Servicer on behalf of the Issuer) necessary or advisable, and the modifications have been drafted solely to such effect; and
- (D) the consent of each Transaction Creditor which has a right to consent to such modification pursuant to the provisions of the Transaction Documents has been obtained (evidence of which shall be provided by the Issuer to the Trustee with the Benchmark Rate Modification Certificate) and no other consents are required to be obtained in relation to the Benchmark Rate Modification,

(the certificate to be provided by the Issuer (or the Servicer on behalf of the Issuer), being a "**Benchmark Rate Modification Certificate**"), provided that:

- (i) at least 30 calendar days' prior written notice of any such proposed Benchmark Rate Modification has been given to the Trustee;
- (ii) the Benchmark Rate Modification Certificate in relation to such Benchmark Rate Modification shall be provided to the Trustee both at the time the Trustee is notified of the proposed Benchmark Rate Modification and on the date that such Benchmark Rate Modification takes effect; and
- (iii) the Issuer (or the Servicer on its behalf) certifies in writing to the Trustee (which certification may be in the Benchmark Rate Modification Certificate) that the Issuer has provided at least 30 days' notice to the Noteholders of the proposed Benchmark Rate Modification in accordance with Condition 17 (*Notice to Noteholders*) and Noteholders representing at least 10% of the aggregate Principal Amount Outstanding of the Most Senior Class of Notes Outstanding have not contacted the Paying Agent or the Issuer in writing (or otherwise in accordance with the then current practice of any applicable Clearing System through which such Notes may be held) within such notification period notifying the Trustee that such Noteholders do not consent to the Benchmark Rate Modification.

If Noteholders representing at least 10% of the aggregate Principal Amount Outstanding of the Most Senior Class of Notes Outstanding have notified the Paying Agent or the Issuer in writing (or otherwise in accordance with the then current practice of any applicable Clearing System through which such Notes may be held) within the notification period referred to above that such Noteholders do not consent to the Benchmark Rate Modification, then such Benchmark Rate Modification will not be made unless an Extraordinary Resolution of the Noteholders of the Most Senior Class of Notes Outstanding is passed in favour of the Benchmark Rate Modification in accordance with Condition 15 (*Meetings of Noteholders and Residual Certificateholders*).

16.15 Notwithstanding anything to the contrary in the provisions in the Conditions 16.14 to 16.17 (*Modification, Waiver and Substitution - Benchmark Rate Modification*) or any Transaction Document:

- (a) when implementing any modification pursuant to the provisions in the Conditions 16.14 to 16.17 (*Modification, Waiver and Substitution - Benchmark Rate Modification*) (save to the extent the Trustee considers that the proposed modification would constitute a Basic Terms Modification) the Trustee shall not consider the interests of the Noteholders, any other Transaction Creditor or any other person and shall act and rely solely and without further investigation, on any certificate or evidence provided to it by the Issuer or the relevant Transaction Party pursuant to this Condition 16.14 (*Modification, Waiver and Substitution - Benchmark Rate Modification*) and shall not be liable to the Noteholders, any other Transaction Creditor or any other person for so acting or relying, irrespective of whether any such modification is or may be materially prejudicial to the interests of any such person; and
- (b) the Trustee shall not be obliged to agree to any modification which, in the sole opinion of the Trustee would have the effect of (i) exposing the Trustee to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (ii) increasing the obligations or duties, or decreasing the rights or protection, of the Trustee in the Transaction Documents and/or these Conditions.

16.16 Any such Benchmark Rate Modification shall be binding on all Noteholders and shall be notified by the Issuer as soon as reasonably practicable to:

- (a) so long as any of the Notes rated by the Rating Agencies remains outstanding, each Rating Agency;
- (b) the Transaction Creditors; and

- (c) the Noteholders in accordance with Condition 17 (*Notice to Noteholders*) and the Residual Certificateholders in accordance with Residual Certificates Condition 16 (*Notices to Residual Certificateholders*).

- 16.17 Following the making of a Benchmark Rate Modification, if it becomes generally accepted market practice in the publicly listed asset backed floating rate notes market to use a benchmark rate of interest which is different from the Alternative Benchmark Rate which had already been adopted by the Issuer in respect of the Notes pursuant to a Benchmark Rate Modification, the Issuer is entitled to propose a further Benchmark Rate Modification pursuant to the provisions in the Conditions 16.14 to 16.17 (*Modification, Waiver and Substitution- Benchmark Rate Modification*).

## 17. NOTICES TO NOTEHOLDERS

### *Valid Notices and Date of Publication*

- 17.1 For so long as the Notes are listed on Euronext Dublin and the rules of Euronext Dublin require publication of such notices, notices to the Noteholders shall be valid if published in the Company Announcements section of the website of Euronext Dublin (currently located at [www.ise.ie](http://www.ise.ie)). Any such notice shall be deemed to have been given on the date of first publication. Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the Noteholders.

### *Other Methods*

- 17.2 The Trustee may approve some other method of giving notice to the Noteholders if, in its opinion, that other method is reasonable having regard to market practice then prevailing and to the requirements of any stock exchange on which Notes are then listed and provided that notice of that other method is given to the Noteholders in the manner required by the Trustee.

### *Notices to Euronext Dublin and Rating Agencies*

- 17.3 A copy of each notice given in accordance with this Condition 17 (*Notices to Noteholders*) shall be provided to the Rating Agencies, the Interest Rate Swap Counterparty and, for so long as the Notes are listed on Euronext Dublin and the guidelines of Euronext Dublin so require, Euronext Dublin.

The Prospectus dated 8 October 2020 relating to the issue of the Notes will be published on the website of Euronext Dublin ([www.ise.ie](http://www.ise.ie)).

## 18. MISCELLANEOUS

### *Rounding*

- 18.1 For the purposes of any calculations referred to in these Conditions (unless otherwise specified in these Conditions) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005% being rounded up to 0.00001%).

### *Third Party Rights*

- 18.2 These Conditions confer no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Conditions, but this does not affect any right or remedy of a third party which exists or is available aside from the Contracts (Rights of Third Parties) Act 1999.

### *Governing Law*

- 18.3 The Notes and any non-contractual obligations arising out of or in connection with them are governed by the laws of England and Wales.

The place of performance and venue for legal proceedings is England. The English courts have jurisdiction for the annulment of any Global Note in the event of loss or destruction.

### *Non-Responsive Rating Agency*

- 18.4

- (a) In respect of the exercise of any power, duty, trust, authority or discretion as contemplated hereunder or in relation to the Notes and any of the Transaction Documents, the Trustee shall be entitled but not obliged to take into account any written confirmation or affirmation (in any form acceptable to the Trustee) from the relevant Rating Agencies that the then current ratings of the Rated Notes of the relevant class (or classes), as the case may be, will not be reduced, qualified, adversely affected or withdrawn thereby (a "**Rating Agency Confirmation**").



- (b) If a Rating Agency Confirmation or other response by a Rating Agency is a condition to any action or step under any Transaction Document and a written request for such Rating Agency Confirmation or response is delivered to each Rating Agency by or on behalf of the Issuer (copied to the Trustee, as applicable) and:
- (i) (A) one Rating Agency (such Rating Agency, a "**Non-Responsive Rating Agency**") indicates that it does not consider such Rating Agency Confirmation or response necessary in the circumstances or that it does not, as a matter of practice or policy, provide such Rating Agency Confirmation or response or (B) within 30 days of delivery of such request, no Rating Agency Confirmation or response is received and/or such request elicits no statement by such Rating Agency that such Rating Agency Confirmation or response could not be given; and
  - (ii) one Rating Agency gives such Rating Agency Confirmation or response based on the same facts,

then such condition to receive a Rating Agency Confirmation or response from each Rating Agency shall be modified so that there shall be no requirement for the Rating Agency Confirmation or response from the Non-Responsive Rating Agency if the Issuer provides to the Trustee a certificate signed by two directors certifying and confirming that each of the events in paragraphs (i)(A) or (B) and (ii) above has occurred. If no such Rating Agency Confirmation is forthcoming and two directors of the Issuer have certified the same in writing to the Trustee (an "**Issuer Certificate**"), the Trustee shall be entitled (but not obliged) to request a written certificate of the Servicer to the Trustee (a "**Servicer Certificate**") confirming that such proposed action:

- (A) (while any of the Notes remain outstanding) has been notified to the Rating Agencies;
- (B) would not adversely impact on the Issuer's ability to make payment when due in respect of the Notes;
- (C) would not affect the legality, validity and enforceability of any of the Transaction Documents or any Issuer Security; and
- (D) (while any of the Notes remain outstanding) the then current rating of the Rated Notes would not be reduced, qualified, adversely affected or withdrawn,

upon which confirmation from the Rating Agencies, Issuer Certificate and/or Servicer Certificate, as applicable, the Trustee shall be entitled to rely absolutely without liability to any person for so doing. In being entitled to take into account any such confirmation from the Rating Agencies, it is agreed and acknowledged by the Trustee that this does not impose or extend any actual or contingent liability for each of the Rating Agencies to the Trustee, the Noteholders or any other person or create any legal relations between each of the Rating Agencies and the Trustee, the Noteholders or any other person whether by way of contract or otherwise.

**TERMS AND CONDITIONS OF THE RESIDUAL CERTIFICATES**

If the Residual Certificates were to be issued in definitive form, the terms and conditions set out on the reverse of each of the Residual Certificates would be as follows. While the Residual Certificates are represented by Global Residual Certificates, they will be governed by the same terms and conditions except to the extent that such terms and conditions are appropriate only to securities in definitive form or are expressly varied by the terms of such Global Residual Certificates.

The Residual Certificates are subject to, and have the benefit of a trust deed to be dated the Closing Date (the "**Trust Deed**") made between the Issuer and HSBC Corporate Trustee Company (UK) Limited as trustee for the Noteholders and the Residual Certificateholders (the "**Trustee**").

Any reference to the Residual Certificates in these terms and conditions (the "**Residual Certificates Conditions**") shall include the Global Residual Certificates and the Definitive Residual Certificates. The security for the Residual Certificates is created pursuant to, and on the terms set out in, a deed of charge to be dated the Closing Date (the "**Deed of Charge**") made between the Issuer, the Interest Rate Swap Counterparty and the Trustee as security trustee for the Transaction Creditors and the assignment in security to be dated the Closing Date (the "**Assignment in Security**").

Pursuant to a paying agency agreement (the "**Paying Agency Agreement**") to be dated the Closing Date and made between the Issuer, the Trustee and HSBC Bank plc (in such capacities, the "**Paying Agent**" and the "**Agent Bank**"), provisions are made for, *inter alia*, the payments in respect of the Residual Certificates.

Copies of the Trust Deed, the Paying Agency Agreement and the other Transaction Documents are available for inspection during normal business hours at the specified office of the Paying Agent, being at the date hereof Level 22, 8 Canada Square, London, E14 5HQ, United Kingdom. The Residual Certificateholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed, the Paying Agency Agreement and the other Transaction Documents.

## 1. **DEFINITIONS**

Unless otherwise defined herein or the context requires otherwise, words and expressions used in these Conditions have the meanings and constructions ascribed to them in the Master Definitions Schedule set out in schedule 1 (Master Definitions Schedule) to the master framework agreement (the "**Master Framework Agreement**") entered into by the Issuer, the Interest Rate Swap Counterparty and the Trustee dated 8 October 2020 and as amended from time to time.

## 2. **FORM, DENOMINATION AND TITLE**

- 2.1 Turbo Finance 9 plc (the "**Issuer**") has issued the 100 Residual Certificates pursuant to the Trust Deed.

### *Form of the Residual Certificates*

- 2.2 The Residual Certificates will be represented by a permanent global residual certificate in fully registered form without interest coupons (a "**Global Residual Certificate**"). The Global Residual Certificate is expected to be deposited with, and registered in the name of, or a nominee of a common safekeeper (the "**Common Safekeeper**") for, Euroclear and Clearstream, Luxembourg on the Closing Date.
- 2.3 The beneficial interests represented by the Global Residual Certificate will be exchanged for Residual Certificates of the relevant class in definitive registered form (each such Residual Certificate a "**Definitive Residual Certificate**") only upon the occurrence of certain limited circumstances specified in the Global Residual Certificates.

### *Title to the Residual Certificates*

- 2.4 The Issuer will cause to be kept at the Specified Office of HSBC Bank plc as registrar (the "**Registrar**" which expression shall include its successors as registrar under the Paying Agency Agreement) a register (the "**Register**") on which shall be entered the names and addresses of the holders of the Residual Certificates and the particulars of such Residual Certificates held by them and all transfers of such Residual Certificates. In these Residual Certificates Conditions, the "Holder" of a Residual Certificate at any time means the person in whose name such Residual Certificate is registered at that time in the Register (or, in the case of a joint holding, the first named person).
- 2.5 In relation to each Residual Certificate, the Holder will, to the fullest extent permitted by applicable law, be deemed and treated at all times, by all persons and for all purposes (including the making of payments), as the absolute owner of such Residual Certificate regardless of any notice to the contrary, any notice of ownership, theft or loss, or of any trust or other interest in that Residual Certificate or of any writing on that Residual Certificate (other than the endorsed form of transfer).

- 2.6 No transfer of a Residual Certificate will be valid unless and until entered on the Register. Transfers and exchanges of beneficial interests in the Global Residual Certificate and entries on the Register relating to the Residual Certificate will be made subject to any restrictions on transfers set forth on such Residual Certificate and the detailed regulations concerning transfers of such Residual Certificate contained in the Paying Agency Agreement, the Trust Deed and the relevant legends appearing on the face of the Residual Certificate (such regulations and legends being the "**Transfer Regulations**"). Each transfer or purported transfer of a beneficial interest in a Global Residual Certificate or a Definitive Residual Certificate made in violation of the Transfer Regulations shall be void ab initio and will not be honoured by the Issuer or the Trustee. The Transfer Regulations may be changed by the Issuer with the prior written approval of the Trustee and the Registrar. A copy of the current Transfer Regulations will be sent by the Registrar to any Holder of a Residual Certificate who so requests and by the Paying Agent to any Holder of a Residual Certificate who so requests.
- 2.7 For so long as any Residual Certificate is represented by a Global Residual Certificate, transfers and exchanges of beneficial interests in that Global Residual Certificate and entitlement to payments under that Global Residual Certificate will be effected subject to and in accordance with the rules and procedures from time to time of Euroclear and/or Clearstream, Luxembourg.
- 2.8 Beneficial interests in a Global Residual Certificate may be held only through Euroclear or Clearstream, Luxembourg at any time. Prior to the expiry of a 40 day period following the Closing Date, beneficial interests in a Global Residual Certificate may not be held by a "U.S. Person" (as defined in Regulation S under the Securities Act).
3. **STATUS AND RANKING OF THE RESIDUAL CERTIFICATES**
- 3.1 The Residual Certificate constitutes limited recourse, direct, unconditional, unsubordinated and secured obligations of the Issuer. Residual Certificates rank *pari passu* and rateably without any preference or priority among themselves in their right to receive Residual Payments.
- 3.2 The Residual Certificate is an obligation solely of the Issuer and is not an obligation of, or guaranteed by, any of the other parties to the Transaction Documents.
- 3.3 Prior to the occurrence of an Enforcement Event and the delivery of an Enforcement Notice, the Issuer is required to apply the Available Revenue Receipts in accordance with the Pre-Enforcement Interest Priority of Payments and Available Principal Receipts in accordance with the Pre-Enforcement Principal Priority of Payments (as set out in Residual Certificate Condition 7 (*Payments*)) and, following the delivery of an Enforcement Notice, in accordance with the Post-Enforcement Order of Priority (as set out in Residual Certificate Condition 10 (*Enforcement*)).
- 3.4 The Trust Deed contains provisions requiring the Trustee to have regard to the interests of the Residual Certificateholders and Noteholders equally as regards all rights, powers, trusts, authorities, duties and discretions of the Trustee (except where expressly provided otherwise), but requiring the Trustee in any such case (a) to have regard only to the interests of the holders of the Notes then outstanding if, in the Trustee's opinion, there is a conflict between (i) the interests of the Noteholders and (ii) the interests of the Residual Certificateholders.
- 3.5 So long as any of the Notes and Residual Certificates remain outstanding, in the exercise of its rights, authorities and discretions under the Transaction Documents, the Trustee is not required to have regard to the interests of the other Transaction Creditors.
- 3.6 The Trust Deed contains provisions limiting the power of the Residual Certificateholders, *inter alia*, to request or direct the Trustee to take any action or to pass an effective Extraordinary Resolution according to the effect thereof on the interests of the Noteholders.
- 3.7 Except in certain circumstances involving a Basic Terms Modification, the Trust Deed contains (a) no such limitation on the powers of the Noteholders by reference to the effect thereof on the interests of the Residual Certificateholders, the exercise of which will be binding on all Residual Certificateholders, irrespective of the effect thereof on their interests.
- 3.8 In determining whether the exercise of any right, power, trust, authority, duty or discretion by it under or in relation to the Residual Certificate Conditions, the Conditions and/or any of the Transaction Documents is materially prejudicial to the interests of any class of Noteholders or the Residual Certificateholders, the Trustee may take into account any things it may consider necessary and/or appropriate in its absolute discretion.
- 3.9 Only the assets comprised in the Issuer Security shall be available to satisfy the Secured Obligations. Accordingly, recourse against the Issuer in respect of such obligations shall be limited to the assets comprised in the Issuer Security and the claims of the Transaction Creditors against the Issuer under the Transaction Documents may only be satisfied to the extent of the

assets comprised in the Issuer Security. Once the assets comprised in the Issuer Security have been realised and the proceeds applied in accordance with the applicable Priority of Payments:

- (a) neither the Trustee nor any other Transaction Creditor shall be entitled to take any further steps or other action against the Issuer to recover any sums due but unpaid;
- (b) all claims in respect of any sums due but unpaid shall be extinguished; and
- (c) neither the Trustee nor any Transaction Creditor shall be entitled to petition or take any other step for the winding up or administration of the Issuer.

#### 4. **SECURITY**

As continuing security for the payment or discharge of the Secured Obligations and, subject always to the right of redemption of the Issuer, the Issuer will create in favour of the Trustee, for itself and on trust for the Transaction Creditors, in accordance with the terms of the Deed of Charge:

- (a) an assignment by way of first fixed security of the benefit of all of its present and future right, title and interest to, in and under the Purchased Receivables;
- (b) an assignment by way of first fixed security of the benefit of all of its present and future right, title and interest to, in and under:
  - (i) the Charged Transaction Documents;
  - (ii) each other contract, agreement, deed (other than the Trust Deed, the Deed of Charge and Assignment in Security) and document, present and future, to which the Issuer is or becomes a party, including, without limitation, all rights to receive payment of any amounts which may become payable to the Issuer thereunder and all payments received by the Issuer thereunder from time to time, all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereof;
- (c) first fixed security over the benefit of all of its present and future right, title and interest to, in and under any Permitted Investment;
- (d) a first fixed charge over the benefit of each account of the Issuer, other than any such accounts situated outside England and Wales (and any replacement therefor), and all of its other book debts, present and future, the proceeds of the same and all other moneys due and payable to it and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing; and
- (e) a first floating charge over the whole of the Issuer's undertaking and all the Issuer's property, assets and rights whatsoever and wheresoever present and future including, without limitation, the Issuer's uncalled capital except to the extent otherwise charged or secured under the Deed of Charge (but excepting from such exclusion the whole of the Issuer's undertaking, property, assets and rights situated in Scotland or otherwise governed by Scots law, all of which are charged by the floating charge thereby created).

In addition, as continuing security for the payment or discharge of the Secured Obligations, the Issuer will grant the Assignment in Security in favour of the Trustee, for itself and on trust for the Transaction Creditors.

#### 5. **ISSUER COVENANTS**

5.1 Save as permitted by the Transaction Documents, the Issuer Covenants contain certain covenants in favour of the Trustee on behalf of itself and the Transaction Creditors from the Issuer which, amongst other things, restrict the ability of the Issuer to create or incur any indebtedness, dispose of assets or change the nature of its business.

5.2 The Issuer undertakes:

- (a) to provide to the Trustee, the Rating Agencies and the Paying Agent or to procure that the Trustee, the Rating Agencies and the Paying Agent are provided with:
  - (i) the Financial Statements; and
  - (ii) the Investor Reports; and

- (b) to publish or procure the publication of the Investor Reports on Bloomberg (or another similar financial news, media or web site), except to the extent that disclosure of such financial information would at that time breach any law, regulation, Euronext Dublin requirement or rules of any applicable regulatory body to which the Issuer is subject.

The Financial Statements and the Investor Reports will be available for inspection by the Residual Certificateholders during normal business hours on any Business Day, and upon written request, at the specified office for the time being of the Paying Agent. Upon receipt of such information, the Paying Agent will, upon written request by a Residual Certificateholders to the Paying Agent and confirmation satisfactory to the Paying Agent of its current holding of the Residual Certificates, post to it the most recent Investor Report held by the Paying Agent.

- 5.3 So long as any of the Notes or Residual Certificates remains outstanding, the Issuer will procure that there will at all times be a cash manager (which shall, on the Closing Date, be HSBC Bank plc) in respect of the monies from time to time standing to the credit of the Accounts and any other account of the Issuer from time to time. Any appointment of a substitute cash manager by the Issuer is subject to, amongst other things, such substitute cash manager entering into an agreement in the form of (and on substantially the same terms as) the Cash Management Agreement and such appointment not resulting in a ratings downgrade. Any resignation by the Cash Manager or a termination of its appointment will not take effect until a substitute cash manager, previously approved in writing by the Trustee, has been duly appointed.
- 5.4 The counterparties of the Transaction Documents are not liable to procure the Issuer's compliance with its covenants.

## 6. RESIDUAL PAYMENTS

### *Rights to Residual Payments*

- 6.1 Each Residual Certificate represents an entitlement to Residual Payments being, in each case, payments of deferred consideration for the purchase of the Purchased Receivables, payable to the Residual Certificateholders from time to time.
- 6.2 Residual Payments will be payable on Payment Dates, determined in accordance with the Conditions of the Notes.

### *Determination of Residual Payments and Residual Payment Amounts*

- 6.3 On (or as soon as practicable after) 11:00 am (London Time) on each Interest Determination Date but in no event later than the third Business Day thereafter, the Issuer shall determine (or cause the Agent Bank to determine) the Residual Payments and, in respect of each Residual Certificate, the Residual Payment Amount.

### *Publication of Residual Payments and Residual Payment Amounts*

- 6.4 As soon as practicable after receiving notification thereof, the Issuer will cause the Residual Payments and the Residual Payment Amounts (if any) for each Interest Period and the relevant Payment Date to be notified the Paying Agents and the Residual Certificateholders and in accordance with Residual Certificates Condition 16 (*Notices to Residual Certificateholders*) on or as soon as possible after the date of commencement of the relevant Interest Period.

### *Determination or Calculation by Trustee*

- 6.5 If the Agent Bank at any time for any reason does not determine the Residual Payments or a Residual Payment Amount in accordance with Residual Certificates Condition 6.3 above, the Trustee (or its appointee, without either accepting liability therefore) shall calculate or cause to be calculated the Residual Payments or a Residual Payment Amount in accordance with Residual Certificates Condition 6.2 above, and each such determination or calculation shall be deemed to have been made by the Agent Bank.

### *Termination of Payments and cancellation of Residual Certificates*

- 6.6 Following the redemption in full of the Notes and the realisation of the Charged Property, and payment of the proceeds in accordance with the relevant Priority of Payments, no more Residual Payments will be made by the Issuer and the Residual Certificates shall be cancelled.
- 6.7 The Trustee will not be required to comply with any request or direction from the holders of the Residual Certificates (whether pursuant to Residual Certificates Condition 9 (*Enforcement Event*) or 10 (*Enforcement*)) if the Issuer shall have certified in writing to the Trustee (upon which certificate the Trustee may rely without any duty or obligation to investigate or verify if the same is correct) that no further amounts are payable to the holders of the Residual Certificates in accordance with this Residual Certificates Condition 6.7.

7. **PAYMENTS**

- 7.1 Whilst the Residual Certificates are in definitive form, Residual Payments shall, subject to Residual Certificates Condition 7.4 (*Payments - Endorsement of Payments*) below, be made only against presentation and (provided that payment is made in full) surrender of Residual Certificates at the specified office of the Paying Agent outside the United States by transfer to a Sterling account maintained by the payee with a bank in London. The Agent Bank will cause each amount of Residual Payments to be notified to the Paying Agent and the Residual Certificateholders in accordance with Residual Certificates Condition 16 (*Notices to Residual Certificateholders*) as soon as practicable after the relevant Calculation Date.

*Payments subject to fiscal laws*

- 7.2 All payments in respect of the Residual Certificates are subject in all cases to any applicable fiscal or other laws and regulations, but without prejudice to the provisions of Residual Certificates Condition 8 (*Taxes*). No commissions or expenses shall be charged to the Residual Certificateholders in respect of such payments.

*Payments on Business Days*

- 7.3 If the due date for payment of any amount in respect of any Residual Certificates is not a business day in the place of presentation, the holder shall not be entitled to payment in such place of the amount due until the next succeeding business day on which banks are open for business in such place of presentation and shall not be entitled to any further interest or other payment in respect of any such delay.

*Endorsement of payments*

- 7.4 If the Paying Agent makes a payment in respect of any Residual Certificates, the Paying Agent will endorse on such Residual Certificate a statement indicating the amount and date of such payment.

- 7.5 Pre-Enforcement Orders of Priority

*Pre-Enforcement Interest Priority of Payments*

Prior to the delivery of an Enforcement Notice, the Available Revenue Receipts will be applied by the Cash Manager in making the following payments in the following order of priority but in each case only to the extent that all payments of a higher priority have been made in full (the "**Pre-Enforcement Interest Priority of Payments**"):

- (a) *first*, amounts payable in respect of Taxes (if any) by the Issuer, any tax filing fees and any annual return or exempt company status fees;
- (b) *second*, amounts due in respect of fees and any other amounts or liabilities payable by the Issuer to the Trustee under the Trust Deed, the Conditions or any other Transaction Document, including fees and all other liabilities payable to its Appointees and VAT (if any);
- (c) *third, pari passu and pro rata*, fees and any other amounts or liabilities payable (and VAT, if any) (a) to the Corporate Services Provider under the Corporate Services Agreement, (b) to the Servicer as the Servicer Fee, (d) to the Paying Agent under the Paying Agency Agreement, (e) to the Agent Bank under the Paying Agency Agreement, (f) to the Cash Manager under the Cash Management Agreement, (g) to the Account Bank under the Account Agreement, (h) as Administrator Recovery Incentive payments, (i) to the Rating Agencies as monitoring fees and (j) to the Reporting Delegate under the Reporting Delegation Agreement;
- (d) *fourth*, fees and any other amounts or liabilities payable to the ICSDs under the Issuer-ICSD Agreement;
- (e) *fifth, pari passu and pro rata*, amounts payable in respect of other administration costs and expenses of the Issuer including without limitation, any costs relating to the listing of the Notes and any auditors' fees;
- (f) *sixth*, fees payable to the custodian of any Swap Collateral Custody Account;
- (g) *seventh, pari passu and pro rata*, all Swap Payments and all Swap Termination Payments (but excluding any Subordinated Termination Payments) payable by the Issuer to the Interest Rate Swap Counterparty under the Swap Agreement;
- (h) *eighth*, to pay the Issuer Retained Profit (less any amount in respect of corporation tax thereon payable in accordance with the first item above to the Issuer);

TERMS AND CONDITIONS OF THE RESIDUAL CERTIFICATES

- (i) *ninth, pari passu and pro rata* to the Class A Noteholders, the Class A Notes Interest Amount (including without limitation, overdue interest);
- (j) *tenth*, to credit (so long as any Class A Notes will remain outstanding following such Payment Date) the Class A Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon (any such amounts to be applied in repayment of principal as Available Principal Receipts);
- (k) *eleventh*, to the Class B Noteholders *pari passu and pro rata* accrued and unpaid Class B Notes Interest Amount (including, without limitation, overdue interest and interest accrued on any deferred Accrued Interest);
- (l) *twelfth*, prior to (and excluding) the Collateralised Notes Redemption Date, amounts payable to the Cash Reserve Account, until the balance of the Cash Reserve Amount is equal to the Specified Cash Reserve Account Required Balance;
- (m) *thirteenth*, to credit (so long as any Class B Notes will remain outstanding following such Payment Date) the Class B Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon (any such amounts to be applied in repayment of principal as Available Principal Receipts);
- (n) *fourteenth*, to the Class C Noteholders *pari passu and pro rata*, amounts payable in respect of the accrued and unpaid Class C Notes Interest Amount (including, without limitation, overdue interest and interest accrued on any deferred Accrued Interest);
- (o) *fifteenth*, to credit (so long as any Class C Notes will remain outstanding following such Payment Date) the Class C Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon (any such amounts to be applied in repayment of principal as Available Principal Receipts);
- (p) *sixteenth*, to the Class D Noteholders *pari passu and pro rata*, amounts payable in respect of accrued and unpaid Class D Notes Interest Amount (including, without limitation, overdue interest and interest accrued on any deferred Accrued Interest);
- (q) *seventeenth*, to credit (so long as any Class D Notes will remain outstanding following such Payment Date) the Class D Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon (any such amounts to be applied in repayment of principal as Available Principal Receipts);
- (r) *eighteenth*, to the Class E Noteholders *pari passu and pro rata*, amounts payable in respect of accrued and unpaid Class E Notes Interest Amount (including, without limitation, overdue interest and interest accrued on any deferred Accrued Interest);
- (s) *nineteenth*, to credit (so long as any Class E Notes will remain outstanding following such Payment Date) the Class E Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon (any such amounts to be applied in repayment of principal as Available Principal Receipts);
- (t) *twentieth*, to the Class F Noteholders *pari passu and pro rata*, amounts payable in respect of accrued and unpaid Class F Notes Interest Amount (including, without limitation, overdue interest and interest accrued on any deferred Accrued Interest);
- (u) *twenty-first*, to credit (so long as any Class F Notes will remain outstanding following such Payment Date) the Class F Principal Deficiency Sub-Ledger in an amount sufficient to eliminate any debit thereon (any such amounts to be applied in repayment of principal as Available Principal Receipts);
- (v) *twenty-second, pari passu and pro rata*, all Subordinated Termination Payments then payable by the Issuer to the Interest Rate Swap Counterparty under the Swap Agreement (to the extent not otherwise satisfied);
- (w) *twenty-third*, to the Class X Noteholders *pari passu and pro rata*, amounts payable in respect of accrued and unpaid Class X Notes Interest Amount (including, without limitation, overdue interest and interest accrued on any deferred Accrued Interest);
- (x) *twenty-fourth, pari passu and pro rata*, the Class X Principal Payment Amount until the Principal Amount Outstanding on the Class X Notes has been reduced to zero; and
- (y) *twenty-fifth*, any excess amounts, *pro rata and pari passu* as Residual Payments to the holders of the Residual Certificates.

*Pre-Enforcement Principal Priority of Payments*

Prior to the delivery of an Enforcement Notice, the Available Principal Receipts will be applied by the Cash Manager in making the following payments in the following order of priority but in each case only to the extent that all payments of a higher priority have been made in full (the "**Pre-Enforcement Principal Priority of Payments**"):

- (a) *first*, Principal Addition Amounts to be applied to meet any Senior Expenses Deficit;
- (b) *second*, prior to the expiration of the Revolving Period, to pay any Further Purchase Price in respect of any Further Purchase Date;
- (c) *third*, prior to the expiration of the Revolving Period, to the extent not used under item (b), to credit all remaining Available Principal Receipts to the Replenishment Ledger;
- (d) *fourth*, after the end of the Revolving Period, *pari passu* and *pro rata*, to the Class A Noteholders, the Class A Principal Payment Amount;
- (e) *fifth*, after the end of the Revolving Period, *pari passu* and *pro rata*, to the Class B Noteholders, an aggregate amount equal to the Class B Principal Payment Amount for such Payment Date;
- (f) *sixth*, after the end of the Revolving Period, *pari passu* and *pro rata*, to the Class C Noteholders, an aggregate amount equal to the Class C Principal Payment Amount for such Payment Date;
- (g) *seventh*, after the end of the Revolving Period, *pari passu* and *pro rata*, to the Class D Noteholders, an aggregate amount equal to the Class D Principal Payment Amount for such Payment Date;
- (h) *eighth*, after the end of the Revolving Period, *pari passu* and *pro rata*, to the Class E Noteholders, an aggregate amount equal to the Class E Principal Payment Amount for such Payment Date;
- (i) *ninth*, after the end of the Revolving Period, *pari passu* and *pro rata*, to the Class F Noteholders, an aggregate amount equal to the Class F Principal Payment Amount for such Payment Date; and
- (j) then, to apply any remaining amounts as Available Revenue Receipts ("**Surplus Available Principal Receipts**").

All Swap Collateral, all income, interest and distributions thereon and all proceeds of redemption or liquidation thereof, all Tax Credits (as defined in the Swap Agreement) received by the Issuer on account of payments by the Interest Rate Swap Counterparty, and all Replacement Swap Premium received from a Replacement Swap Counterparty (collectively, "**Excluded Amounts**") shall not be applied in accordance with the Priority of Payments. All Excluded Amounts comprising Swap Collateral or Replacement Swap Premium will be applied in accordance with the provisions of the Cash Management Agreement and any Excluded Amounts comprising Tax Credits (as defined in the Swap Agreement) shall be paid by the Cash Manager into the Swap Collateral Cash Account, as applicable, and shall be paid as soon as possible to the Interest Rate Swap Counterparty in satisfaction *pro tanto* of the Issuer's liability to pay such amounts to the Interest Rate Swap Counterparty under the Swap Agreement. For the avoidance of doubt, the Trustee shall not be liable for identifying the Swap Collateral, the Tax Credits or the Replacement Swap Premium and the Cash Manager shall not be liable for identifying the Tax Credits.

8. **TAXES**

All payments under or pursuant to the Residual Certificates shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by the United Kingdom or any other jurisdiction or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer shall have no obligation to pay any additional amount.

If the Issuer becomes subject at any time to any taxing jurisdiction other than the United Kingdom, references in these Residual Certificates Conditions to the United Kingdom shall be construed as references to the United Kingdom and/or such other jurisdiction.

Each Residual Certificateholder agrees or is deemed to agree that the Issuer and any other relevant party to the Transaction Documents may (1) provide any information or documentation collected from an investor and any other information concerning any investment in the Residual Certificates to the US Internal Revenue Service and any other relevant tax authority, and (2) take such other steps as they deem necessary or helpful to comply with FATCA and any applicable inter-governmental agreement ("**IGA**"). Notwithstanding any other provision in these Residual Certificates Conditions, the Issuer



and any Paying Agent or other party shall be permitted to withhold or deduct any amounts required by FATCA, pursuant to any inter-governmental agreement, or implementing legislation adopted by another jurisdiction in connection with these provisions, or pursuant to any agreement with the US Internal Revenue Service or otherwise ("**FATCA withholding**"). The Issuer will have no obligation to pay additional amounts or otherwise indemnify a Residual Certificateholder for any FATCA withholding deducted or withheld by the Issuer or a Paying Agent. The Issuer may hire advisors, such advisors and persons to be paid in accordance with the applicable Priority of Payments (including legal advisors and an accounting firm) or other persons experienced in such matters to assist the Issuer in complying with the terms of the applicable IGA and with FATCA. The Issuer will take all reasonable actions consistent with the law and its obligations under this Residual Certificates Condition 8 to ensure that the Issuer satisfies any and all obligations under the applicable IGA and any future local implementing legislation.

## 9. **ENFORCEMENT EVENTS**

### *Enforcement Events*

9.1 The following shall be Enforcement Events in respect of the Residual Certificates (each an "**Enforcement Event**"):

- (i) Non-payment: the Issuer fails to pay any amount of principal or interest (other than any interest which falls to be deferred pursuant to Condition 6.2 (*Interest - Payment Dates and Interest Periods*)) in respect of the Notes or any amount in respect of the Residual Certificates, within 14 Business Days (in respect of any payment of interest due in respect of the Notes) or seven Business Days (in respect of any payment of principal due in respect of the Notes) or fourteen Business Days (in respect of any amount due in respect of the Residual Certificates) in each case after the due date for payment thereof; or
- (ii) Breach of other obligations: the Issuer defaults in the performance or observance of any other obligation, condition, provision, representation or warranty binding upon or made by it under or in respect of the Notes, the Conditions, the Residual Certificates, these Residual Certificates Conditions or any Transaction Document (other than any obligation whose breach would give rise to the Enforcement Event provided for in Condition 11.1 (*Enforcement Events*)) or Residual Certificates Condition 10.1 (*Enforcement Events*)) and such default (A) is, in the opinion of the Trustee, incapable of remedy or (B) is, in the opinion of the Trustee, capable of remedy but remains unremedied for 30 days or such longer period as the Trustee may agree after the Trustee has given written notice thereof to the Issuer; or
- (iii) Insolvency: an Insolvency Event occurs with respect to the Issuer; or
- (iv) Unlawfulness: it is or will become unlawful for the Issuer to perform or comply with any of its obligations under or in respect of the Notes, the Conditions, the Trust Deed, the Residual Certificates, the Residual Certificates Conditions or any other Transaction Document,

provided that in the case of the occurrence of any of the events mentioned in paragraph (ii) above, the Trustee shall have certified in writing that the happening of such event is in its opinion materially prejudicial to the interests of the Most Senior Class of Notes Outstanding or, where there are no Notes outstanding, the Residual Certificateholders.

### *Delivery of Enforcement Notice*

9.2 Subject to Residual Certificates Condition 6.7 and provided all of the Notes have been redeemed in full, if an Enforcement Event occurs and is continuing, the Trustee may at its discretion and shall if so requested in writing by the holders of at least 25% of the Residual Certificates deliver a notice to the Issuer declaring that any Residual Payments pursuant to the Residual Certificates are, and each Residual Certificate shall accordingly forthwith become, immediately due and payable (an "**Enforcement Notice**").

### *Conditions to delivery of Enforcement Notice*

9.3 Notwithstanding Residual Certificates Condition 9.2 (*Enforcement Events - Delivery of Enforcement Notice*) above, the Trustee shall not be obliged to deliver an Enforcement Notice unless it shall have been indemnified and/or secured and/or pre-funded to its satisfaction against all liabilities to which it may thereby become liable or which it may incur by so doing.

### *Consequences of delivery of Enforcement Notice*

9.4 Upon the delivery of an Enforcement Notice, any Residual Payments pursuant to the Residual Certificates are, and each Residual Certificate shall thereby become immediately due and payable without further action or formality and the Issuer Security shall become enforceable by the Trustee in accordance with the Deed of Charge. The Trustee, the Residual Certificateholders and the other Transaction Creditors will have recourse only to the assets comprised in the Issuer Security.

Once the assets comprised in the Issuer Security have been realised and the proceeds applied in accordance with the applicable Priority of Payments:

- (a) neither the Trustee nor any other Transaction Creditor shall be entitled to take any further steps or other action against the Issuer to recover any sums due but unpaid;
- (b) all claims in respect of any sums due but unpaid shall be extinguished; and
- (c) no Transaction Creditor (other than the Trustee) shall be entitled to petition or take any other step for the winding up or administration of the Issuer.

*Limited recourse*

- 9.5 The recourse of the Transaction Creditors against the Issuer is limited, as more particularly described in the Trust Deed and the Deed of Charge.

*Limitation on action*

- 9.6 Only the Trustee shall be entitled to petition or take any other step for the winding up or the administration of the Issuer or for the enforcement of the assets constituting the Issuer Security.

10. **ENFORCEMENT**

*Proceedings*

- 10.1 The Trustee may, at its discretion and without further notice, at any time institute such proceedings and/or take any other steps as it thinks fit to enforce its rights under the Transaction Documents and, at any time after the Issuer Security shall have become enforceable, take such steps as it thinks fit to enforce the Issuer Security. The Trustee shall not be bound to take any such proceedings or steps unless so requested in writing, and provided all of the Notes have been redeemed in full, by the holders of at least 25% of the Residual Certificates; and in any such case, only if it shall have been indemnified and/or secured and/or pre-funded to its satisfaction against all liabilities to which it may thereby become liable or which it may incur by so doing.

*Restrictions on disposal of Issuer's assets*

- 10.2 If an Enforcement Notice has been delivered by the Trustee otherwise than by reason of non-payment of any amount due in respect of the Notes, the Trustee will not be entitled to dispose of the Issuer Security or any part thereof unless either:
- (a) a sufficient amount would be realised to allow payment in full of all amounts owing to the Noteholders, the Couponholders and the Residual Certificateholders and in respect of all other liabilities of the Issuer senior thereto or *pari passu* therewith in accordance with the Post-Enforcement Order of Priority; or
  - (b) the Trustee has received advice, which shall be binding on the Noteholders and the other Transaction Creditors, from an investment bank or other financial adviser selected by the Trustee (the costs of such advice to be borne by the Issuer), (and if the Trustee is unable to obtain such advice having made reasonable efforts to do so this Residual Certificates Condition 10.2 shall not apply) that (i) the cash flow prospectively receivable by the Issuer will not (or that there is a significant risk that it will not) be sufficient, having regard to any other actual, contingent or prospective liabilities of the Issuer, to discharge in full in due course all amounts owing to the Noteholders, Couponholders and the Residual Certificateholders in accordance with the Post-Enforcement Order of Priority and (ii) the resulting shortfall will be greater than the shortfall resulting from such disposal,

and the Trustee shall not be bound to take any steps in relation to this Residual Certificates Condition 10.2 (*Enforcement - Restrictions on disposal of Issuer's assets*) unless the Trustee shall have been indemnified and/or secured and/or pre-funded to its satisfaction against all liabilities to which it may thereby become liable or which it may incur by so doing.

*Post-Enforcement Order of Priority*

- 10.3 After the delivery of an Enforcement Notice, all amounts received or recovered by the Trustee in respect of the Issuer Security (other than any Swap Collateral, Replacement Swap Premium and Tax Credits (as defined in the Swap Agreement) (and any income, interest and distributions thereon and all proceeds of redemption or liquidation thereof)) will be applied by or on

behalf of the Trustee in making the following payments in the following order of priority but in each case only to the extent that all payments of a higher priority have been made in full (the "**Post-Enforcement Order of Priority**"):

- (a) *first, pari passu and pro rata*, (a) any remuneration then due and payable to any receiver of the Issuer and all costs, expenses, charges and other liabilities incurred by such receiver and (b) any fees and all other amounts and liabilities payable by the Issuer to the Trustee under the Conditions, the Trust Deed and any other Transaction Document including fees and other liabilities payable to its Appointees and VAT (if any);
- (b) *second, pari passu and pro rata*, amounts payable (a) to the Corporate Services Provider under the Corporate Services Agreement, (b) to the Servicer as the Servicer Fee, (c) to the Paying Agent under the Paying Agency Agreement, (d) to the Agent Bank under the Paying Agency Agreement, (e) to the Cash Manager under the Cash Management Agreement, (f) to the Account Bank under the Account Agreement, (g) to the custodian of any Swap Collateral Custody Account, (i) as Administrator Recovery Incentive payments and (j) to the Reporting Delegate under the Reporting Delegation Agreement;
- (c) *third, pari passu and pro rata*, amounts payable (a) to the Rating Agencies as monitoring fees and (b) to the ICSDs under the Issuer-ICSDs Agreement;
- (d) *fourth, pari passu and pro rata*, amounts payable in respect of other administration costs and expenses of the Issuer including without limitation, any costs relating to the listing of the Notes and any auditors' fees;
- (e) *fifth*, all Swap Payments and all Swap Termination Payments (but excluding any Subordinated Termination Payments) payable by the Issuer to the Interest Rate Swap Counterparty under the Swap Agreement;
- (f) *sixth, pari passu and pro rata* to the Class A Noteholders:
  - (A) amounts payable in respect of accrued and unpaid Class A Notes Interest Amount (including, without limitation, overdue interest); and
  - (B) an amount equal to the Principal Amount Outstanding of the Class A Notes until the Class A Notes have been redeemed in full;
- (g) *seventh, pari passu and pro rata* to the Class B Noteholders:
  - (A) amounts payable in respect of accrued and unpaid Class B Notes Interest Amount (including, without limitation, overdue interest and interest accrued on any deferred Accrued Interest); and
  - (B) an amount equal to the Principal Amount Outstanding of the Class B Notes until the Class B Notes have been redeemed in full;
- (h) *eighth, pari passu and pro rata* to the Class C Noteholders:
  - (A) amounts payable in respect of accrued and unpaid Class C Notes Interest Amount (including, without limitation, overdue interest and interest accrued on any deferred Accrued Interest); and
  - (B) an amount equal to the Principal Amount Outstanding of the Class C Notes until the Class C Notes have been redeemed in full;
- (i) *ninth, pari passu and pro rata* to the Class D Noteholders:
  - (A) amounts payable in respect of accrued and unpaid Class D Notes Interest Amount (including, without limitation, overdue interest and interest accrued on any deferred Accrued Interest); and
  - (B) an amount equal to the Principal Amount Outstanding of the Class D Notes until the Class D Notes have been redeemed in full;
- (j) *tenth, pari passu and pro rata* to the Class E Noteholders:
  - (A) amounts payable in respect of accrued and unpaid Class E Notes Interest Amount (including, without limitation, overdue interest and interest accrued on any deferred Accrued Interest); and
  - (B) an amount equal to the Principal Amount Outstanding of the Class E Notes until the Class E Notes have been redeemed in full;

- (k) *eleventh, pari passu and pro rata* to the Class F Noteholders:
  - (A) amounts payable in respect of accrued and unpaid Class F Notes Interest Amount (including, without limitation, overdue interest and interest accrued on any deferred Accrued Interest); and
  - (B) an amount equal to the Principal Amount Outstanding of the Class F Notes until the Class F Notes have been redeemed in full;
- (l) *twelfth, pari passu and pro rata* to the Class X Noteholders:
  - (A) amounts payable in respect of accrued and unpaid Class X Notes Interest Amount (including, without limitation, overdue interest); and
  - (B) an amount equal to the Principal Amount Outstanding of the Class X Notes until the Class X Notes have been redeemed in full;
- (m) *thirteenth, pari passu and pro rata*, all Subordinated Termination Payments then payable by the Issuer to the Interest Rate Swap Counterparty under the Swap Agreement (to the extent not otherwise satisfied);
- (n) *fourteenth*, all outstanding amounts payable in respect of the Issuer Retained Profit; and
- (o) *fifteenth*, any excess amounts, *pro rata* and *pari passu* as Residual Payments to the holders of the Residual Certificates.

All Swap Collateral, all income, interest and distributions thereon and all proceeds of redemption or liquidation thereof, all Tax Credits (as defined in the Swap Agreement) received by the Issuer on account of payments by the Interest Rate Swap Counterparty, and all Replacement Swap Premium received from a Replacement Swap Counterparty (collectively, "**Excluded Amounts**") shall not be applied in accordance with the Priority of Payments. All Excluded Amounts comprising Swap Collateral or Replacement Swap Premium will be applied in accordance with the provisions of the Cash Management Agreement and any Excluded Amounts comprising Tax Credits (as defined in the Swap Agreement) shall be paid by the Cash Manager into the Swap Collateral Cash Account, as applicable, and shall be paid as soon as possible to the Interest Rate Swap Counterparty in satisfaction *pro tanto* of the Issuer's liability to pay such amounts to the Interest Rate Swap Counterparty under the Swap Agreement. For the avoidance of doubt, the Trustee shall not be liable for identifying the Swap Collateral, the Tax Credits or the Replacement Swap Premium and the Cash Manager shall not be liable for identifying the Tax Credits.

## 11. PRESCRIPTION

Claims against the Issuer for payments in respect of Residual Payments shall be prescribed and become void unless made within ten years from the Relevant Date in respect thereof; the effect of which will be to reduce the Residual Payments due in respect of such Residual Certificate by the amount of such payment.

## 12. REPLACEMENT OF RESIDUAL CERTIFICATES

Should a Residual Certificate become lost, stolen, damaged or destroyed, then it may be replaced at the specified office of the Paying Agent, subject to all applicable laws, upon payment by the claimant of the costs arising in connection thereto. The Issuer may require proof of a declaration of exemption and/or adequate security prior to replacement. In the event of damage, the relevant Residual Certificate shall be surrendered before a replacement is issued.

## 13. TRUSTEE AND AGENTS

### *Trustee's Right to Indemnity*

- 13.1 Under the Trust Deed, the Deed of Charge, the Conditions and these Residual Certificates Conditions, the Trustee is entitled to be indemnified and relieved from responsibility in certain circumstances and to be paid any costs and expenses incurred by it in priority to the claims of the Residual Certificateholders. In addition, the Trustee is entitled to enter into business transactions with the Issuer and any entity relating to the Issuer without accounting for any profit.

### *Trustee Not Responsible for Loss or for Monitoring*

- 13.2 The Trustee will not be responsible for any loss, expense or liability which may be suffered as a result of any assets comprised in the Issuer Security or any documents of title thereto being uninsured or inadequately insured or being held by or to the

order of the Trustee or by any person on behalf of the Trustee. The Trustee shall not be responsible for monitoring the compliance of any of the other parties to the Transaction Documents with their obligations under the Transaction Documents.

*Appointment and Removal of Trustees*

- 13.3 The power of appointing a new trustee of the Trust Deed shall be vested in the Issuer, but no person shall be appointed who shall not previously have been approved by an Extraordinary Resolution of the holders of the Most Senior Class of Notes Outstanding (or, where there are no Notes outstanding, by an Extraordinary Resolution of the Residual Certificateholders) in accordance with the Trust Deed. One or more persons may hold office as trustee or trustees of the Trust Deed, provided that such trustee or trustees shall be (if there is only one) or include (if there is more than one) a trust corporation. Any appointment of a new trustee of the Trust Deed shall as soon as practicable thereafter be notified by the Issuer to the Paying Agent, the Rating Agencies and the Noteholders. The holders of the Most Senior Class of Notes Outstanding (or, where there are no Notes outstanding, the Residual Certificateholders) shall together have the power exercisable by Extraordinary Resolution to remove any trustee or trustees for the time being of the Trust Deed. The removal of any trustee shall not become effective unless there remains a trustee of the Trust Deed (being a trust corporation) in office after such removal, or a replacement trust corporation is appointed.

*Agents Solely Agents of Issuer*

- 13.4 In acting under the Paying Agency Agreement and in connection with the Notes and the Residual Certificates, the Agents act solely as agents of the Issuer and (to the extent provided therein) the Trustee and do not assume any obligations towards, or relationship of agency or trust for or with, any of the Noteholders, Residual Certificateholders or Couponholders.

*Initial Paying Agent and Agent Bank*

- 13.5 The initial Paying Agent and the Agent Bank is HSBC Bank plc whose initial specified office is Level 22, 8 Canada Square, London, E14 5HQ, United Kingdom. The Issuer reserves the right (subject to prior written approval of the Trustee) to vary or terminate the appointment of the Paying Agent or Agent Bank and to appoint a successor paying agent or agent bank and an additional or successor paying agents at any time, having given not less than 30 days' notice to the Paying Agent or the Agent Bank (as the case may be) and the Noteholders pursuant to Residual Certificates Condition 16 (*Notices to Residual Certificateholders*).

*Notice of Change of Paying Agent*

- 13.6 Notice of any change in the Paying Agent or in its specified offices shall promptly be given to the Noteholders in accordance with Residual Certificates Condition 16 (*Notices to Residual Certificateholders*).

**14. MEETINGS OF NOTEHOLDERS AND RESIDUAL CERTIFICATEHOLDERS**

*Convening*

- 14.1 The Trust Deed contains provisions for convening meetings of Noteholders of any class and the Residual Certificateholders to consider matters relating to the Notes or Residual Certificates or affecting the interests of the Noteholders or Residual Certificateholders, as applicable, including the modification of any provision of these Residual Certificates Conditions or the Trust Deed or the provisions of any of the other Transaction Documents. Any such modification may be made if sanctioned by an Extraordinary Resolution subject as provided in Residual Certificates Condition 14.4 (*Meetings of Noteholders and Residual Certificateholders - Relationship Between Classes*).

*Request from Residual Certificateholders*

- 14.2 A meeting of Residual Certificateholders may be convened by the Trustee or the Issuer at any time and must be convened by the Issuer upon the request in writing of Residual Certificateholders holding not less than one-tenth of the number of Residual Certificates.

*Quorum*

- 14.3 The Trust Deed provides that the quorum at any meeting of the Residual Certificateholders convened to vote on:
- (a) a resolution, other than an Extraordinary Resolution will be one or more persons present in person holding Residual Certificates and/or voting certificates and/or being proxies and holding or representing, in the aggregate, at least 25% of the number of Residual Certificates;

- (b) an Extraordinary Resolution, other than an Extraordinary Resolution relating to a Basic Terms Modification, will be one or more persons present in person holding Residual Certificates and/or voting certificates and/or being proxies and holding or representing, in the aggregate, over 50% of the number of Residual Certificates or, at any adjourned meeting, one or more persons being or representing the Residual Certificateholders, whatever the number of the Residual Certificates so held or represented; and
- (c) an Extraordinary Resolution relating to a Basic Terms Modification will be one or more persons present in person holding Residual Certificates and/or voting certificates and/or being proxies and holding or representing, in the aggregate, not less than 75% of the number of Residual Certificates or, at any adjourned meeting, one or more persons present in person holding Residual Certificates and/or voting certificates and/or being proxies and holding or representing, in the aggregate, not less than 33.33% of the number of Residual Certificates,

and no business (other than choosing a Chairman) shall be transacted at any meeting unless the requisite quorum be present at the commencement of the meeting;

If within half an hour from the time appointed for any meeting a quorum is not present, the meeting shall, if convened upon the requisition of Residual Certificateholders, be dissolved. In any other case, it shall be adjourned for such period not being less than 14 days nor more than 42 days, as may be appointed by the Chairman.

At such adjourned meeting one or more persons present in person holding Residual Certificates and/or voting certificates and/or being proxies and being or representing in the aggregate the Residual Certificateholders whatever percentage of the Residual Certificates shall form a quorum and shall have the power to pass any resolution and to decide upon all matters which could properly have been dealt with at the meeting from which the adjournment took place had a quorum been present at such meeting, provided that if at such adjourned meeting the business to be transacted thereat includes any Basic Terms Modification, the quorum shall be one or more persons present in person holding Residual Certificates and/or voting certificates and/or being proxies and being or representing in the aggregate the holders of not less than 33.33% of the number of Residual Certificates.

Any Extraordinary Resolution duly passed at any such meeting shall be binding on all the Residual Certificateholders whether present or not.

#### 14.4 *Relationship Between Classes*

- (a) No Extraordinary Resolution involving a Basic Terms Modification that is passed by the holders of one class of Notes or the Residual Certificateholders shall be effective unless it is sanctioned by an Extraordinary Resolution of the holders of each of the other classes of Notes and the Residual Certificateholders (to the extent there are outstanding Notes in such other classes or Residual Certificates).
- (b) No Extraordinary Resolution to approve any matter other than a Basic Terms Modification that is passed by the holders of any class of Notes or the Residual Certificateholders shall be effective unless it is sanctioned by an Extraordinary Resolution of the holders of the other classes of Notes which rank senior to the relevant class of Notes or Residual Certificates unless the Trustee considers that the interests of the classes of Notes which rank senior to the relevant class of the Notes or Residual Certificates would not be materially prejudiced by the implementation of such Extraordinary Resolution.
- (c) Any resolution passed at a meeting of any class of Noteholders or the Residual Certificateholders duly convened and held in accordance with the Trust Deed shall be binding upon all Noteholders or Residual Certificateholders of such class, whether or not present at such meeting and whether or not voting.
- (d) Subject to paragraphs (a) and (b) above, any resolution passed at a meeting of the holders of the Most Senior Class of Notes Outstanding duly convened and held as aforesaid shall also be binding upon the holders of all the other classes of Notes and the Residual Certificates.

#### *Resolutions in Writing*

- 14.5 In addition, a resolution in writing signed by or on behalf of all Residual Certificateholders who for the time being are entitled to receive notice of a meeting of Residual Certificateholders under the Trust Deed will take effect as if it were an ordinary resolution or an Extraordinary Resolution of the Residual Certificateholders. Such a resolution in writing may be contained in one document or in several documents in the same form, each signed by or on behalf of one or more Residual Certificateholders.

15. **MODIFICATION, WAIVER AND SUBSTITUTION**

*Modification*

15.1 The Trustee may, without the consent or sanction of the Noteholders, the Couponholders, the Residual Certificateholders or any other Transaction Creditor, concur with the Issuer and, subject to Residual Certificates Conditions 15.4 and 15.5 (*Modification, Waiver and Substitution - Restriction on Power to Waive*), any other relevant party to any of the Transaction Documents in making or sanctioning any modification to the Conditions, the Trust Deed, the Notes, these Residual Certificates (including the Residual Certificates Conditions) or any of the other Transaction Documents to which it is a party or over which it has security if, in the Trustee's opinion, such modification:

- (a) (other than a Basic Terms Modification) will not be materially prejudicial to the interests of any class of Noteholders or Residual Certificateholders, as applicable; or
- (b) is of a formal, minor, administrative or technical nature or to correct a manifest error.

The Trustee shall agree, without the consent or sanction of the Noteholders, the Couponholders, the Residual Certificateholders or any other Transaction Creditor, with the Issuer and, subject to Residual Certificates Condition 15.4 (*Modification, Waiver and Substitution - Restriction on Power to Waive*), any other relevant party to any of the Transaction Documents in making any modification other than a Basic Terms Modification to the Conditions, the Trust Deed, the Notes, the Residual Certificates (including these Residual Certificates Conditions) or the other Transaction Documents to which it is a party or over which it has security, or may give its consent to any event, matter or thing, if it is required to do so, subject to the satisfaction of specified conditions under the terms of the Conditions, these Residual Certificates Conditions or the Transaction Documents provided such conditions are satisfied.

*Waiver and Authorisation*

15.2 In addition, subject to this Residual Certificates Condition 15 (*Modification, Waiver and Substitution*), the Trustee may, without the consent or sanction of the Noteholders, the Couponholders, the Residual Certificateholders or any other Transaction Creditor, and without prejudice to its rights in respect of any subsequent breach, condition, event or act, from time to time and at any time, but only if and in so far as in its opinion the interests of the Noteholders of any class and the Residual Certificateholders shall not be materially prejudiced thereby, at any time authorise or waive, on such terms and subject to such conditions as it shall deem fit and proper, any breach or proposed breach by the Issuer or any other party thereto of any of the covenants or provisions contained in the Trust Deed, the Notes, the Residual Certificates or any of the other Transaction Documents or determine that any condition, event or act which constitutes, or which with the giving of notice and/or the lapse of time and/or the issue of a certificate would constitute, an Enforcement Event shall not, or shall not subject to specified conditions, be treated as such for the purposes of the Trust Deed provided that (i) the Trustee shall not exercise such powers of waiver, authorisation or determination in contravention of any express direction given by an Extraordinary Resolution of the Most Senior Class of Notes Outstanding or a request in writing by the holders of not less than 25% in aggregate Principal Amount Outstanding of the Most Senior Class of Notes Outstanding or, where no Notes are outstanding, an Extraordinary Resolution of the Relevant Certificateholders or a request in writing by the holders of not less than 25% in aggregate of the Residual Certificates (subject to Residual Certificates Condition 15.3 (*Modification Waiver and Substitution - Waiver and Authorisation*)) but so that no such direction or request shall affect any waiver, authorisation or determination previously given or made and (ii) the Trustee shall not exercise such powers of waiver, authorisation or determination in breach of Residual Certificates Condition 15.5 below. Any such waiver, authorisation or determination shall be binding on the Noteholders and the Residual Certificateholders and unless the Trustee agrees otherwise, shall be notified by the Issuer to the Noteholders and the Interest Rate Swap Counterparty in accordance with Residual Certificates Condition 16 (*Notices to Residual Certificateholders*) and the Transaction Creditors in accordance with the Transaction Documents, as soon as practicable thereafter. In the event of a conflict between (i) the written request of the holders of not less than 25% in aggregate Principal Amount Outstanding of the Most Senior Class of Notes Outstanding or, where no Notes are outstanding, a request in writing by the holders of not less than 25% in aggregate of the Residual Certificates and (ii) an Extraordinary Resolution of the holders of the same class of Notes or the Residual Certificates (as applicable), the instructions issued pursuant to the Extraordinary Resolution shall prevail.

15.3 In connection with any substitution of the principal debtor as is referred to in Residual Certificates Condition 15.8 (*Modification, Waiver and Substitution - Substitution*), the Trustee may also agree, without the consent of the Noteholders, the Residual Certificateholders or any other Transaction Creditor, to a change of the laws governing the Notes, the Residual Certificates and/or the Transaction Documents, provided that such change would not, in the opinion of the Trustee, be materially prejudicial to the interests of the holders of the Most Senior Class of Notes Outstanding or, where no Notes are outstanding, the Residual Certificateholders.

*Restriction on Power to Waive*

- 15.4 The Trustee shall not exercise any powers conferred upon it by this Residual Certificates Condition 15 (*Modification, Waiver and Substitution*) in contravention of any express direction by an Extraordinary Resolution of the holders of the Most Senior Class of Notes Outstanding or, where no Notes are outstanding, an Extraordinary Resolution of the Relevant Certificateholders or of a request or direction in writing made by the holders of not less than 25% in aggregate Principal Amount Outstanding of the Most Senior Class of Notes Outstanding or, where no Notes are outstanding, a request or direction in writing made by the holders of not less than 25% in aggregate of the Residual Certificates but so that no such direction or request shall affect any authorisation, waiver or determination previously given or made.
- 15.5 The Trustee shall not exercise any powers conferred upon it by Residual Certificates Condition 15 (*Modification, Waiver and Substitution*) without the prior written consent of the Interest Rate Swap Counterparty if the proposed amendment would affect the amount, timing, or priority of any payments or deliveries due to be made by or to the Interest Rate Swap Counterparty. In circumstances where the consent of the Interest Rate Swap Counterparty is not required pursuant to the above, the Issuer shall certify as such in writing to the Trustee and the Interest Rate Swap Counterparty, prior to the making of such amendment and the Trustee shall be entitled to rely absolutely on such certification without any liability to any person for so doing.

*Notification*

- 15.6 Unless the Trustee otherwise agrees, the Issuer shall cause any such authorisation, waiver, modification or determination to be notified to the Noteholders in accordance with Residual Certificates Condition 16 (*Notices to Residual Certificateholders*), the Interest Rate Swap Counterparty and the other Transaction Creditors in accordance with the Transaction Documents, as soon as practicable after it has been made.

*Binding Nature*

- 15.7 Any authorisation, waiver, determination or modification referred to in Residual Certificates Condition 15.1 (*Modification, Waiver and Substitution – Modification*), Residual Certificates Conditions 15.2 and 15.3 (*Modification Waiver and Substitution - Waiver*) shall be binding on the Noteholders, the Residual Certificateholders and the other Transaction Creditors.

*Substitution*

- 15.8 The Trust Deed contains provisions under which any other company may, without the consent of the Noteholders, the Residual Certificateholders or Couponholders, assume the obligations of the Issuer as principal debtor under the Trust Deed, the Deed of Charge, the Residual Certificates and the Notes provided that certain conditions specified in the Trust Deed are fulfilled. Any such substitution of the Issuer shall be notified to Residual Certificateholders by the Issuer or the substitute issuer in accordance with Residual Certificates Condition 16 (*Notices to Residual Certificateholders*).
- 15.9 No Noteholder, Residual Certificateholder or Couponholder shall, in connection with any substitution, be entitled to claim any indemnification or payment in respect of any tax consequence thereof for such Noteholder, Residual Certificateholder or (as the case may be) Couponholder.
- 15.10 Where, in connection with the exercise or performance by it of any right, power, trust, authority, duty or discretion under or in relation to the Conditions, these Residual Certificates Conditions or any of the Transaction Documents (including, without limitation, in relation to any modification, waiver, authorisation, determination or substitution as referred to above), the Trustee is required to have regard to the interests of the Noteholders of any class or the Residual Certificateholders, it shall have regard to the interests of the Noteholders of such class or Residual Certificateholders as a class but shall not have regard to any interests arising from circumstances particular to individual Noteholders or Residual Certificateholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise or performance for individual Noteholders or Residual Certificateholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Trustee shall not be entitled to require, nor shall any Noteholder or Residual Certificateholder be entitled to claim from the Issuer or the Trustee or any other person, any indemnification or payment in respect of any Tax consequences of any such exercise upon individual Noteholders or Residual Certificateholders.

*Additional Right of Modification*

- 15.11 The Trustee shall be obliged, without any consent or sanction of the Noteholders, the Residual Certificateholders, the Couponholders or, subject to the receipt of consent from any of the Transaction Creditors party to the Transaction Document being modified or any Transaction Creditor which, as a result of such amendment, would be further contractually subordinated to any other Transaction Creditor than would otherwise have been the case prior to such amendment, any of the



other Transaction Creditors, to concur with the Issuer in making any modification (other than in respect of a Basic Terms Modification) to the Conditions, these Residual Certificates Conditions, the Notes, the Residual Certificates or any other Transaction Document to which it is a party or in relation to which it holds security or enter into any new, supplemental or additional documents that the Issuer (in each case) considers necessary:

- (a) in order to enable the Issuer to comply with any requirements which apply to it under EMIR, MIFID II/MiFIR or SFTR (as applicable), subject to receipt by the Trustee of a certificate issued by the Issuer certifying to the Trustee the requested amendments are to be made solely for the purpose of enabling the Issuer to satisfy its requirements under EMIR, MIFID II/MiFIR or SFTR (as applicable) and have been drafted solely to that effect and the Trustee shall be entitled to rely absolutely without further inquiry on such certification without any liability to any person for so doing;
- (b) for the purposes of enabling the Issuer or any other Transaction Party to comply with Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (the "**Code**"), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code ("**FATCA**") (or any voluntary agreement entered into with a taxing authority in relation thereto), provided that the Issuer (or the Servicer on its behalf) or the relevant Transaction Party, as applicable, provides a written certificate to the Trustee certifying that such modification is required solely for such purpose and has been drafted solely to such effect;
- (c) in order to allow the Issuer to open additional accounts with an additional account bank or to move the Accounts to be held with an alternative account bank with the Minimum Rating, provided that the Issuer has certified to the Trustee that (i) such action would not have an adverse effect on the then current ratings of the Notes, and (ii) if a new account bank agreement is entered into, such agreement will be entered into on substantially the same terms as the Account Agreement provided further that if the Issuer or the Cash Manager determines that it is not practicable to agree terms substantially similar to those set out in the Account Agreement with such replacement financial institution or institutions and the Issuer certifies in writing to the Trustee that the terms upon which it is proposed the replacement bank or financial institution will be appointed are reasonable commercial terms taking into account the then prevailing current market conditions, whereupon a replacement agreement will be entered into on such reasonable commercial terms and the Trustee shall be entitled to rely absolutely on such certification without any liability to any person for so doing (notwithstanding that the fee payable to the replacement account bank may be higher or other terms may differ materially from those on which the previously appointed bank or financial institution agreed to act);
- (d) for the purpose of complying with, or implementing or reflecting, any change in the criteria of one or more of the Rating Agencies which may be applicable from time to time, provided that the Issuer (or the Servicer on its behalf) certifies in writing to the Trustee that such modification is necessary to comply with such criteria or, as the case may be, is solely to implement and reflect such criteria;
- (e) for the purpose of complying with:
  - (i) Article 6 of the Securitisation Regulation, after the Closing Date, including as a result of the adoption of additional regulatory technical standards in relation to the Securitisation Regulation or any other risk retention legislation or regulations or official guidance in relation thereto applicable to the Issuer or MNF; or
  - (ii) any other provision of (A) the Securitisation Regulation, including Articles 19, 20, 21 or 22 of the Securitisation Regulation, (B) Regulation (EU) 2017/2401 (which amends Regulation (EU) No 575/2013 on prudential requirements for credit institutions and investment firms), provided that the Issuer has been advised by a third party authorised under Article 28 of the Securitisation Regulation (if applicable) or a reputable international law firm that such amendments are required to comply with such requirements,

provided that the Issuer (or the Servicer on its behalf) provides a written certificate to the Trustee certifying that such modification is required solely for such purpose and has been drafted solely to such effect;

- (f) for the purpose of enabling the Notes to be (or to remain) listed on Euronext Dublin, provided that the Issuer (or the Servicer on its behalf) certifies to the Trustee in writing that such modification is required solely for such purpose and has been drafted solely to such effect;
- (g) for the purpose of complying with any changes in the requirements of the CRA Regulation after the Issue Date, including as a result of the adoption of regulatory technical standards in relation to the CRA Regulation or regulations or official guidance in relation thereto, provided that the Issuer (or the Servicer on its behalf) provides a written

certificate to the Trustee certifying that such modification is required solely for such purpose and has been drafted solely to such effect; or

- (h) for the purpose of enabling the Issuer (or the Servicer on its behalf) to open any custody or swap collateral account for the receipt of any collateral posted by the Interest Rate Swap Counterparty under the Swap Agreement in the form of either securities or cash in a currency other than Sterling (a "**New Non-Sterling Account**"), provided that the Issuer (or the Servicer on its behalf) provides a written certificate to the Trustee certifying that such modification is required solely for such purpose and has been drafted solely to such effect,

provided that in relation to any amendment under this Residual Certificates Condition 15.11 (*Modification, Waiver and Substitution - Additional Right of Modification*):

- (i) the Issuer certifies in writing to the Trustee that it has obtained the prior written consent of the Interest Rate Swap Counterparty in respect of such modification pursuant to, and in accordance with, Residual Certificates Condition 15.5 (*Modification, Waiver and Substitution - Restriction on Power to Waive*); and
- (ii) in the case of any modification to a Transaction Document proposed by any of the Seller, the Servicer, the Interest Rate Swap Counterparty or the Account Bank, in order (x) to remain eligible to perform its role in such capacity in conformity with such criteria and/or (y) to avoid taking action which it would otherwise be required to take to enable it to continue performing such role (including, without limitation, posting collateral or advancing funds):
  - (A) the Seller, the Servicer, the Interest Rate Swap Counterparty, and/or the Account Bank, as the case may be, certifies in writing to the Issuer and the Trustee that such modification is necessary for the purposes described in paragraph (ii)(x) and/or (y) above (and in the case of a certification provided to the Issuer, the Issuer shall certify to the Trustee that it has received the same from the Seller, the Servicer, the Interest Rate Swap Counterparty, and/or the Account Bank, as the case may be);
  - (B) either:
    - (1) the Seller, the Servicer, the Interest Rate Swap Counterparty, and/or the Account Bank, as the case may be, obtains a Rating Agency Confirmation (or certifies in writing to the Issuer and the Trustee that it has been unable to obtain a Rating Agency Confirmation, but has received oral confirmation from an appropriately authorised person at each of the Rating Agencies) that such modification would not result in a downgrade, withdrawal or suspension of the then current ratings assigned to the Rated Notes by such Rating Agency and would not result in any Rating Agency placing any Rated Notes on rating watch negative (or equivalent) and, if relevant, delivers a copy of such Rating Agency Confirmation to the Issuer and the Trustee; or
    - (2) the Issuer certifies in writing to the Trustee that the Rating Agencies have been informed of the proposed modification and none of the Rating Agencies has indicated that such modification would result in (x) a downgrade, withdrawal or suspension of the then current ratings assigned to any Class of the Notes by such Rating Agency or (y) such Rating Agency placing any Notes on rating watch negative (or equivalent); and
  - (C) the Seller pays all costs and expenses (including legal fees) incurred by the Issuer and the Trustee or any other Transaction Party in connection with such modification;

(the certificate to be provided by the Issuer, the Seller, the Servicer, the Interest Rate Swap Counterparty, the Account Bank, and/or the relevant Transaction Party, as the case may be, pursuant to this Residual Certificates Condition 15.11 (*Modification, Waiver and Substitution - Additional Right of Modification*) being a "**Modification Certificate**"), provided that in respect of the modifications contemplated by Residual Certificates Conditions 15.11(b), (d) and (f):

- (D) at least 30 calendar days' prior written notice of any such proposed modification has been given to the Trustee;
- (E) the Modification Certificate in relation to such modification shall be provided to the Trustee both at the time the Trustee is notified of the proposed modification and on the date that such modification takes effect;

- (F) the consent of each Transaction Creditor which is party to the relevant Transaction Document or whose ranking in any Priority of Payments is affected has been obtained (such consent to be conclusively demonstrated by such Transaction Creditor entering into any deed or document purporting to modify such Transaction Document);
- (G) the Trustee is satisfied that it has been or will be reimbursed for all costs, fees and expenses (including properly incurred legal fees) incurred by it in connection with such modification; and
- (H) the Issuer certifies in writing to the Trustee (which certification may be in the Modification Certificate) that the Issuer has provided at least 30 calendar days' notice to the Noteholders of each class and the Residual Certificateholders of the proposed modification in accordance with Condition 17 (*Notices to Noteholders*) and Residual Certificates Condition 16 (*Notices to Residual Certificateholders*) and by publication on Bloomberg on the "Company News" screen relating to the Notes and Residual Certificates, and Noteholders representing at least 10% of the aggregate Principal Amount Outstanding of the Most Senior Class of Notes Outstanding, or if there are no Notes outstanding, Residual Certificateholders representing at least 10% of the number of the Residual Certificates, have not contacted the Issuer or Paying Agent in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Notes or Residual Certificates (as the case may be) may be held) within such notification period notifying the Issuer or Paying Agent that such Noteholders or Residual Certificateholders (as the case may be) do not consent to the modification.

For the avoidance of doubt, the Trustee shall be entitled to rely upon such Modification Certificate without further enquiry and, absent any fraud, gross negligence or wilful default on the part of the Trustee, any liability.

If Noteholders representing at least 10% of the aggregate Principal Amount Outstanding of the Most Senior Class of Notes Outstanding, or if there are no Notes outstanding, Residual Certificateholders representing at least 10% of the number of the Residual Certificates, have notified the Paying Agent or the Issuer in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Notes or Residual Certificates (as the case may be) may be held) within the notification period referred to above that they do not consent to the modifications contemplated by Conditions 16.11(b), (d) and (f), then such modification will not be made unless an Extraordinary Resolution of the Most Senior Class of Notes Outstanding or Residual Certificates (as applicable) then outstanding is passed in favour of such modification in accordance with Condition 15 (*Meetings of Noteholders and Residual Certificateholders*) and Residual Certificates Condition 14 (*Meetings of Noteholders and Residual Certificateholders*) (as applicable).

Objections made in writing other than through the applicable clearing system must be accompanied by evidence to the Issuer's satisfaction (having regard to prevailing market practices) of the relevant Noteholder's holding of the Notes or Residual Certificateholder's holding of the Residual Certificates.

## 15.12

- (a) Notwithstanding anything to the contrary in Residual Certificates Condition 15.11 (*Modification, Waiver and Substitution - Additional Right of Modification*) or any Transaction Document:
  - (i) when implementing any modification pursuant to Residual Certificates Condition 15.11 (*Modification, Waiver and Substitution - Additional Right of Modification*) (save to the extent the Trustee considers that the proposed modification would constitute a Basic Terms Modification), the Trustee shall not consider the interests of the Noteholders, Residual Certificateholders, any other Transaction Creditor or any other person and shall act and rely solely and without further investigation on any certificate or evidence provided to it by the Issuer or the relevant Transaction Party, as the case may be, pursuant to Residual Certificates Condition 15.11 (*Modification, Waiver and Substitution - Additional Right of Modification*) and shall not be liable to the Noteholders, Residual Certificateholders, any other Transaction Creditor or any other person for so acting or relying, irrespective of whether any such modification is or may be materially prejudicial to the interests of any such person; and
  - (ii) the Trustee shall not be obliged to agree to any modification which, in the sole opinion of the Trustee would have the effect of (i) exposing the Trustee to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (ii) increasing the obligations or duties, or decreasing the rights or protection, of the Trustee in the Transaction Documents and/or the Conditions and/or these Residual Certificates Conditions.

- (b) Any such modification shall be binding on all Noteholders and Residual Certificateholders and shall be notified by the Issuer as soon as reasonably practicable to:
  - (i) so long as any of the Notes rated by the Rating Agencies remains outstanding, each Rating Agency;
  - (ii) the Transaction Creditors; and
  - (iii) the Noteholders in accordance with Condition 17 (*Notices to Noteholders*) and the Residual Certificateholders in accordance with Residual Certificates Condition 16 (*Notices to Residual Certificateholders*).

## 16. NOTICES TO RESIDUAL CERTIFICATEHOLDERS

### *Valid Notices and Date of Publication*

- 16.1 All notices to Residual Certificateholders or any category of them shall be deemed to have been duly given to those Residual Certificateholders, (a) whilst the Residual Certificates then held by those Residual Certificateholders are represented by a Global Residual Certificate to Euroclear and/or Clearstream, Luxembourg for communication by them to those Residual Certificateholders, and in such case such notice shall be deemed to have been given to the relevant Residual Certificateholders on the day of such delivery to Euroclear and/or Clearstream, Luxembourg, as appropriate.

### *Other Methods*

- 16.2 The Trustee may approve some other method of giving notice to the Residual Certificateholders if, in its opinion, that other method is reasonable having regard to market practice then prevailing and provided that notice of that other method is given to the Residual Certificateholders in the manner required by the Trustee.

## 17. MISCELLANEOUS

### *Rounding*

- 17.1 For the purposes of any calculations referred to in these Residual Certificates Conditions (unless otherwise specified in these Residual Certificates Conditions) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005% being rounded up to 0.00001%).

### *Third Party Rights*

- 17.2 These Residual Certificates Conditions confer no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Residual Certificates Conditions, but this does not affect any right or remedy of a third party which exists or is available aside from the Contracts (Rights of Third Parties) Act 1999.

### *Governing Law*

- 17.3 The Residual Certificates and any non-contractual obligations arising out of or in connection with them are governed by the laws of England and Wales.

The place of performance and venue for legal proceedings is England.

## TAXATION

The following is a summary of the Issuer's understanding of the law and published practice in the United Kingdom as at the date of this document in relation to certain aspects of the United Kingdom taxation of payments in respect of, and of the issue and transfers of, the Notes. The comments do not deal with all United Kingdom tax aspects of acquiring, holding or disposing of the Notes and relate only to the position of persons who are absolute beneficial owners of the Notes and may not apply to certain classes of Noteholders (such as dealers or persons connected with the Issuer). The comments are made on the assumption that there will be no substitution of the Issuer pursuant to the Trust Deed and do not consider the tax consequences of any such substitution.

The following is a general guide and should be treated with appropriate caution. Noteholders who are in any doubt as to their tax position should consult their own professional advisors. Noteholders who may be liable to taxation in jurisdictions other than the United Kingdom are particularly advised to consult their professional advisors as to whether they are so liable (and if so under the laws of which jurisdictions), since the following comments relate only to certain United Kingdom taxation aspects in respect of the Notes. In particular, Noteholders should be aware that they may be liable to taxation under the laws of other jurisdictions in relation to payments in respect of the Notes even if such payments may be made without withholding or deduction for or on account of taxation under the laws of the United Kingdom.

### (A) **Withholding tax on payments of Interest on the Notes**

For so long as the Notes are and continue to be listed on a "recognised stock exchange" within the meaning of section 1005 of the Income Tax Act 2007 (Euronext Dublin is currently such a "recognised stock exchange" for this purpose) interest payments on the Notes will be treated as a "payment of interest on a quoted Eurobond" within the meaning of section 882 of the Income Tax Act 2007. In these circumstances, payments of interest on the Notes may be made without withholding or deduction for or on account of United Kingdom income tax.

Interest on the Notes may also be paid without withholding or deduction on account of United Kingdom tax where interest on the Notes is paid to a person who is resident in the United Kingdom for United Kingdom tax purposes or carries on a trade in the United Kingdom through a permanent establishment and, at the time the payment is made, the Issuer reasonably believes (and any person by or through whom interest on the Notes is paid reasonably believes) that the owner is within the charge to United Kingdom corporation tax as regards the payment of interest or that the payment is made to one of the persons listed in sections 935-937 of the Income Tax Act 2007 in the circumstances specified in section 930 of the Income Tax Act 2007, provided that HM Revenue & Customs have not given a direction (in circumstances where it has reasonable grounds to believe that the above exemption is not available in respect of such payment of interest at the time the payment is made) that the interest should be paid under deduction of tax.

In all other cases, interest on the Notes may fall to be paid under deduction of United Kingdom income tax at the basic rate (currently 20%) subject to such relief as may be available under the provisions of any applicable double taxation treaty or any other exemption which may apply.

Interest on Notes having a maturity of less than one year may be paid without withholding or deduction for or on account of United Kingdom withholding tax.

The references to "interest" are to "interest" as understood for the purposes of United Kingdom tax law. They do not take into account any different definition of "interest" or "principal" that may prevail under any other tax law or that may apply under the terms and conditions of the Notes or any related document.

### (B) **Stamp Duty and Stamp Duty Reserve Tax**

No United Kingdom stamp duty or stamp duty reserve tax is payable on the issue of the Notes or on the transfer of a Note.

### (C) **The proposed European Union financial transaction tax**

On 14 February 2013, the European Commission issued proposals, including a draft directive (the "**Commission's Original Proposal**") for a financial transaction tax ("**FTT**") to be adopted in certain participating EU Member States (including Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia, although Estonia has since stated that it will not participate), which may also impact persons, such as financial institutions (which would include the Issuer), not in participating EU Member States. The Commission's Original Proposal remains subject to negotiation. Accordingly, it is not clear when the FTT will be implemented, if at all, and what form it will take if it is implemented. However, if the Commission's Original Proposal is implemented, the FTT might apply to certain dealings in the Notes. The FTT may also give rise to tax liabilities for the Issuer with respect to certain transactions (including concluding swap transactions and/or purchases or sales of securities (such as Authorised Investments)). Any such tax liabilities may reduce amounts available to the Issuer to meet its obligations under the Notes and may result in investors receiving less interest or principal than expected. Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

## SUBSCRIPTION AND SALE

### General

The Joint Lead Managers have, upon the terms and subject to the conditions contained in the Subscription Agreement, agreed to subscribe and pay for all of the Class A Notes and the Class B Notes.

MotoNovo Finance Limited has agreed to purchase all of the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class X Notes, each at their issue price of 100% of their Principal Amount.

In the Subscription Agreement the Issuer and the Seller have also agreed to reimburse the Joint Lead Managers for certain of their fees, costs and expenses incurred in connection with the management of the issue of the Notes. The Joint Lead Managers are entitled in certain circumstances to be released and discharged from their obligations under the Subscription Agreement prior to the closing of the issue of the Notes. The Issuer and the Seller have agreed to indemnify the Joint Lead Managers against certain liabilities in connection with the issue of the Notes.

### Selling Restrictions

#### *United States of America and its Territories*

Each of the Joint Lead Managers has represented and agreed with the Issuer that the Notes have not been and will not be registered under the Securities Act or the securities laws or "blue sky" laws of any state or any other relevant jurisdiction of the United States and therefore may not be offered, sold, resold or otherwise transferred, directly or indirectly within the United States or to, or for the account or benefit of, U.S. persons (as defined under Regulation S) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state or local securities laws. Accordingly, the Notes are being offered outside the United States to persons other than U.S. persons (as defined in Regulation S).

Securities in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a U.S. person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meaning given to them by the U.S. Internal Revenue Code and regulations thereunder.

The Notes may not be offered, sold or delivered (i) as part of their distribution at any time and (ii) otherwise until 40 days after the later of the commencement of the Offering and the Closing Date, within the United States or to, or for the account or the benefit of, U.S. persons, and only in accordance with Rule 903 of Regulation S; accordingly, neither such Joint Lead Manager nor their respective Affiliates, as defined in Rule 501(B) of Regulation D under the Securities Act ("**Affiliates**") nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts (within the meaning of Regulation S) or general solicitation or general advertising (within the meaning of Rule 502(c) under the Securities Act), with respect to the Notes, and such Joint Lead Manager, their respective Affiliates and any such persons have complied and will comply with the offering restrictions requirement of Regulation S.

At or prior to confirmation of sales of the Notes, each Joint Lead Manager will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Notes from it during the distribution compliance period a confirmation or notice to substantially the following effect: The Notes covered hereby have not been and will not be registered under the Securities Act and may not be offered and sold within the United States or to, or for the account or benefit of, U.S. persons (i) as part of their distribution at any time and (ii) otherwise until 40 days after the later of the commencement of the offering and the Closing Date, except in either case in accordance with Regulation S.

Except with the prior written consent of MNF and where such sale falls within the exemption provided by Rule 20 of the U.S. Risk Retention Rules, the Notes offered and sold by the Issuer may not be purchased by, or for the account or benefit of, any "U.S. Person" as defined in the U.S. Risk Retention Rules. In any event, no more than 10% of the dollar value of all Classes of Notes may be sold or transferred to, or for the account or benefit of the Risk Retention U.S. Persons.

#### *United Kingdom*

In relation to the Notes, each of the Joint Lead Managers has further represented to and agreed with the Issuer that:

- (a) they have only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000 (the "**FSMA**")) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and
- (b) they have complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

*Ireland*

Each of the Joint Lead Managers in relation to the Notes has represented and agreed with the Issuer, in each case, that:

- (a) it has not underwritten the issue of, or placed the Notes, otherwise than in conformity with the provisions of S.I. No. 60 of 2007, European Communities (Markets in Financial Instruments) Regulations 2007 (MiFID Regulations), including, without limitation, Parts 6, 7, and 12 thereof and the provisions of the Investor Compensations Act 1998 (as amended);
- (b) it has not underwritten the issue of, or placed, the Notes, otherwise than in conformity with the provisions of the Irish Central Bank Acts 1942 – 2014 (as amended) and any codes of conduct rules made under Section 117(1) thereof;
- (c) it has not and will not offer or sell any Notes, or placed, or do anything in Ireland in respect of the Notes otherwise than in conformity with the provisions of the Prospectus (Directive 2003/71/EC) Regulations 2005 (as amended) and any rules issued under Section 1363 of the Companies Act 2014 by the Central Bank of Ireland; and
- (d) it has not underwritten the issue of, placed or otherwise act in Ireland in respect of the Notes, otherwise than in conformity with the provisions of the European Union (Market Abuse) Regulations 2016 and any rules issued under Section 1370 of the Companies Act 2014 by the Central Bank of Ireland.

*The Netherlands*

Each of the Joint Lead Managers has represented and agreed with the Issuer that the Notes (including the rights representing an interest in a Global Note), may not, directly or indirectly, be offered, sold, pledged, delivered or transferred to individuals or legal entities in The Netherlands as part of the initial distribution or at any time thereafter other than to an individual or legal entity who or which is both a 'Professional Market Party' (professionele marktpartij) and a 'Qualified Investor' (*gekwalficeerde belegger*), both within the meaning of section 1:1 of the Dutch Financial Supervision Act (*Wet op het financieel toezicht*).

*Germany*

Each of the Joint Lead Managers in relation to the Notes has represented and agreed that it is aware of the fact that no German prospectus (*Prospekt*) within the meaning of the Securities Prospectus Act (*Wertpapierprospektgesetz*, the "*WpPG*") of the Federal Republic of Germany has been or will be published with respect to these Notes. Further, each Joint Lead Manager has represented and agreed that it has not engaged and has agreed that it will not engage in the public offering (*öffentliches Angebot*) (as such term is defined in the *WpPG*) of the Notes otherwise than in accordance with the *WpPG* and all other applicable legal and regulatory requirements.

*France*

Each of the Joint Lead Managers has represented and agreed with the Issuer in respect of the Notes that it has not offered or sold and will not offer or sell, directly or indirectly, Notes to the public in France, and has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, the prospectus or any other offering material relating to the Notes, and that such offers, sales and distributions have been and shall only be made in France to (i) providers of investment services relating to portfolio management for the account of third parties, and/or (ii) qualified investors (*investisseurs qualifiés*) other than individuals, all as defined in, and in accordance with, articles L.411-1, L.411-2, D.411-1 of the French Code *monétaire et financier*.

This Prospectus prepared in connection with the Notes has not been submitted to the clearance procedures of the *Autorité des marchés financiers*.

*General*

Each of the Joint Lead Managers has represented and agreed with the Issuer in respect of the Notes that they will not offer, sell or deliver any of the Notes, directly or indirectly, or distribute this Prospectus or any other offering material relating to the Notes, in or from any jurisdiction except under circumstances that will to the best of its knowledge and belief result in compliance with the applicable laws and regulations thereof.

**No Offer to EEA and UK Retail Investors**

Each of the Joint Lead Managers has represented and agreed with the Issuer in respect of the Notes that it has not offered or sold and will not offer or sell such Notes, directly or indirectly, to retail investors in the European Economic Area or the United Kingdom and has not distributed or caused to be distributed and will not distribute or cause to be distributed to retail investors in the European Economic Area or the United Kingdom, this prospectus or any other offering material relating to the Notes.

For these purposes: (a) "retail investor" means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); (ii) a customer within the meaning of Directive 2016/97 (as amended, the

"**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) a person who is not a qualified investor as defined in article 2(e) the Prospectus Regulation; and (b) the expression "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

#### **Public Offers Generally**

Each Joint Lead Manager has acknowledged that, save for having obtained the approval of the Prospectus as a prospectus in accordance with the Prospectus Regulation, having applied for the admission of the Notes to the Official List of Euronext Dublin and admission of the Notes to trading on its Main Securities Market, no further action has been or will be taken in any jurisdiction by the Joint Lead Managers that would, or is intended to, permit a public offering of the Notes, or possession or distribution of the Prospectus or any other offering material in relation to the Notes, in any country or jurisdiction where such further action for that purpose is required. The Notes are not intended for investment by retail investors (as defined above) and this Prospectus has not been prepared for distribution to retail investors.

#### **Investor Compliance**

Persons into whose hands this Prospectus comes are required by the Issuer and the Joint Lead Managers to comply with all applicable laws and regulations in each country or jurisdiction in which they purchase, offer, sell or deliver Notes or have in their possession, distribute or publish this Prospectus or any other offering material relating to the Notes, in all cases at their own expense.



## GENERAL INFORMATION

1. The creation and issue of the Notes and the Residual Certificates has been authorised by a resolution of the Board of Directors of the Issuer dated 30 September 2020.
2. The entry into the transaction set out in this Prospectus has been authorised by a resolution of the Board of Directors of the Seller dated 21 September 2020.
3. Application has been made to Euronext Dublin for the Notes to be admitted to the Official List and trading on its regulated market. The expenses arising in relation to the admission to trading of the Notes on the Official List of Euronext Dublin are expected to total €9,000. The Residual Certificates are not intended to be admitted to the Official List nor to trading on the regulated market. Arthur Cox Listing Services Limited is acting solely in its capacity as listing agent in connection with the Notes and is not itself seeking admission of the Notes to the Official List of Euronext Dublin or to trading on its regulated market for the purposes of the Prospectus Regulation.
4. Since the incorporation of the Issuer on 15 January 2020, there have been no governmental, legal or arbitration proceedings which may have had a significant effect on the financial position or profitability of the Issuer, nor is the Issuer aware of any pending or threatened proceedings.
5. Since its incorporation on 15 January 2020, there has been no adverse change in the financial position or prospects of the Issuer.
6. It is a Condition of the issue of the Notes that:
  - (a) the Class A Notes are on issue rated AAA by S&P and Aaa by Moody's;
  - (b) the Class B Notes are on issue rated AA by S&P and Aa2 by Moody's
  - (c) the Class C Notes are on issue rated A by S&P and A3 by Moody's;
  - (d) the Class D Notes are on issue rated A- by S&P and Baa3 by Moody's;
  - (e) the Class E Notes are on issue rated BB- by S&P and Ba2 by Moody's; and
  - (f) the Class X Notes are on issue rated B- by S&P and Ba3 by Moody's.

The ratings assigned by S&P to the Rated Notes address (i) (x) in the case of the Class A Notes and the Class B Notes, the timely payment of interest on such Classes of Notes on each Payment Date or (y) in the case of the Class C Notes, the Class D Notes, the Class E Notes and the Class X Notes, the ultimate payment of interest on the Class C Notes, the Class D Notes, the Class E Notes and the Class X Notes on the Final Maturity Date and (ii) the ultimate repayment of the Principal Amount Outstanding of the Rated Notes on or before the Final Maturity Date.

The ratings assigned by Moody's address (i) the timely payment of interest on the Class A Notes and the Class B Notes and (ii) the expected loss posed to investors in the Rated Notes by the Final Maturity Date.

7. MNF (as Originator) will procure that the information and reports as more fully set out in the section of this Prospectus headed "*Regulatory Requirements – Reporting under the Securitisation Regulation*" are published when and in the manner set out in such section.
8. None of the websites or the contents of such websites referenced within this Prospectus form part of this Prospectus.
9. For so long as any of the Notes or Residual Certificates are outstanding, copies of the following documents in physical form may be inspected or collected during normal business hours and, upon written request, at the specified office of the Paying Agent and at the registered office of the Issuer:
  - (a) the Memorandum and Articles of Association of the Issuer;
  - (b) the Paying Agency Agreement;
  - (c) the Trust Deed;
  - (d) the Deed of Charge;
  - (e) the Account Agreement;

- (f) the Servicing Agreement;
- (g) the Receivables Purchase Agreement;
- (h) the Deed Poll;
- (i) the Cash Management Agreement;
- (j) the Corporate Services Agreement;
- (k) the Collection Account Declaration of Trust;
- (l) each Scottish Declaration of Trust;
- (m) each Scottish Vehicle Sales Proceeds Floating Charge;
- (n) the Swap Agreement; and
- (o) the then existing Investor Report.

The documents listed above will also be available at the following website for the life of the Prospectus: <https://editor.eurodw.eu/home/index>. Information on this website does not form part of the Prospectus unless that information is incorporated by reference into the Prospectus.

10. For so long as any of the Notes or Residual Certificates are outstanding, a copy of the audited Financial Statements for the period since its incorporation may be obtained during normal business hours at the specified office of the Paying Agent. The first set of audited Financial Statements will be published in respect of the period from the date of incorporation of the Issuer to 30 June 2021 and every 12 months thereafter. These Financial Statements will be available at the specified office of the Paying Agent. It is not intended that any interim Financial Statements of the Issuer, audited or otherwise, will be prepared.
11. In connection with the application for the Notes to be listed on Euronext Dublin, copies of the Certificate of Incorporation and Memorandum and Articles of Association of the Issuer will be deposited prior to admission to trading with the Paying Agent, where they may be inspected and copies obtained upon request.
12. The language of this Prospectus is English. Any foreign language text is that is included with or within this Prospectus has been included for convenience purposes only and does not form part of this Prospectus.
13. The Issuer's auditors are Deloitte LLP whose office is located at 1 New Street Square, London, United Kingdom, EC4A 3HQ.
14. The following Notes and Residual Certificates have been accepted for clearance by Euroclear and Clearstream, Luxembourg:

	Common Code	ISIN
<b>Class A Notes</b> .....	223742840	XS2237428409
<b>Class B Notes</b> .....	223742882	XS2237428821
<b>Class C Notes</b> .....	223742939	XS2237429399
<b>Class D Notes</b> .....	223742955	XS2237429555
<b>Class E Notes</b> .....	223742971	XS2237429712
<b>Class F Notes</b> .....	223742998	XS2237429985
<b>Class X Notes</b> .....	223743048	XS2237430488
<b>Residual Certificates</b> .....	223743200	XS2237432005

## GLOSSARY OF DEFINED TERMS

"**Account Agreement**" means the account agreement between the Issuer, the Cash Manager, the Account Bank and the Trustee governing the Accounts dated on or about the Closing Date.

"**Account Bank**" means HSBC Bank plc.

"**Accounts**" means the Cash Reserve Account, the Issuer Account and the Swap Collateral Cash Account.

"**Accrued Interest**" means in respect of a Note, the interest which has accrued on that Note.

"**Administrator Recovery Incentive**" means any incentive fee, costs and/or expenses payable, pursuant to the Servicing Agreement, to an Insolvency Official of MNF in relation to the sale of Financed Objects after any Insolvency Event of MNF.

"**Affiliate**" means, in relation to any Person, any entity controlled, directly or indirectly by the Person, any entity that controls, directly or indirectly the Person or any entity directly or indirectly under common control with such Person (for this purpose, "**control**" of any entity of Person means ownership of a majority of the voting power of the entity or Person). For the purposes of this definition, with respect to the Issuer, "**Affiliate**" does not include the Corporate Services Provider or any entities which the Corporate Services Provider controls.

"**Agent Bank**" means HSBC Bank plc.

"**Agents**" means the Agent Bank, the Registrar and the Paying Agent.

"**Aggregate Further Cut-Off Date Principal Balance**" means the Aggregate Principal Balance as at the Further Cut-Off Date.

"**Aggregate Initial Cut-Off Date Principal Balance**" means the Aggregate Principal Balance as at the Initial Cut-Off Date, being £583,754,049.

"**Aggregate Principal Amount Outstanding**" means the aggregate of the Principal Amount Outstanding of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class X Notes.

"**Aggregate Principal Balance**" means, as at a relevant date, the sum of the Principal Balance of all Purchased Receivables.

"**Alternative Benchmark Rate**" has the meaning given to it in Condition 16.14 (*Benchmark Rate Modification*).

"**Ancillary Rights**" means, in relation to a Receivable, all remedies for enforcing the same including, for the avoidance of doubt and without limitation:

- (a) the right to demand, sue for, recover, receive and give receipts for all amounts due and to become due whether or not from Obligor or guarantors under or relating to the Financing Contract to which such Receivable relates and all guarantees (if any) (including, for the avoidance of doubt, any Enforcement Proceeds received by the Seller or its agents);
- (b) the benefit of all covenants and undertakings from Obligor and from guarantors under the Financing Contract to which such Receivable relates and under all guarantees (if any);
- (c) the benefit of all causes and rights of actions against Obligor and guarantors under and relating to the Financing Contract to which such Receivable relates and under and relating to all guarantees (if any);
- (d) the benefit of any other rights, title, interest, powers and benefits of the Seller into, under, pursuant to or in relation to such Financing Contract (other than rights specifically relating to legal title to the Financed Object itself with such rights including, without limitation, the right of ownership, but excluding the rights to any PCP Recoveries);
- (e) any claims in respect of an Ancillary Product and Insurance Proceeds received by the Seller or its agents pursuant to Insurance Claims in each case insofar as the same relate to the Financing Contract to which such Receivable relates;
- (f) the benefit of all causes and rights of actions against a dealer under and relating to the Financing Contract to which such Receivable relates;
- (g) the benefit of any other rights, title, interest, powers and benefits of the Seller into, under, pursuant to or in relation to the proceeds of any realisation or sale of a Financed Object (or under any contract made by the Seller with a third party for any sale of a Financed Object) in respect of such Receivable; plus
- (h) the benefit of any rights, title, interest, powers and benefits of the Seller in and to PCP Recoveries.

**"Ancillary Products"** means guaranteed asset protection insurance, return to invoice and/or a cosmetic warranty supplied by a dealer or third party supplier that certain Obligors when entering into a Financing Contract agreed to take out and which may be financed by the Financing Contract.

**"Anti-Corruption Laws"** means all laws, rules, and regulations from time to time, as amended, concerning or relating to bribery or corruption, including but not limited to the FCPA, the UK Bribery Act and all other anti-bribery and corruption laws.

**"Applicable Benchmark Rate"** has the meaning given to it in Condition 16.14 (*Benchmark Rate Modification*).

**"Appointee"** means any attorney, manager, agent, delegate, receiver or other person appointed by the Trustee under the Trust Deed of the Deed of Charge, including to discharge any of the Trustee's functions or advise in relation thereto.

**"APR"** has the meaning given in the section titled "*Consumer Credit Regulation in the UK – Consumer Credit Act 1974*"

**"Arrangers"** means Lloyds Bank Corporate Markets plc and BofA Securities.

**"article 50 withdrawal agreement"** has the meaning given in "*Risk Factors - General market volatility and post-UK referendum uncertainty may affect the transactions contemplated by the Transaction Documents*".

**"Assignment in Security"** means the assignment in security to be granted by the Issuer in favour of the Trustee substantially in the form annexed to the Deed of Charge.

**"Available Principal Receipts"** means, in respect of a Payment Date (including, for the avoidance of doubt, the Final Maturity Date), the amount calculated on the relevant Calculation Date being the sum of the following amounts:

- (a) in the case of the first Payment Date falling on 20 November 2020, the Principal Receipts received from the Initial Cut-Off Date until 31 October 2020 (inclusive) and, for all subsequent Payment Dates, the Principal Receipts received for the immediately preceding Monthly Period (in each case, excluding any Reconciliation Amounts to be applied as Available Revenue Receipts on that Payment Date);
- (b) the amount, if any, to be credited to the Principal Deficiency Ledger pursuant to items (j), (m), (o), (q), (s) and (u) of the Pre-Enforcement Interest Priority of Payments on the relevant Payment Date;
- (c) in the case of the first Payment Date falling on 20 November 2020, the amounts standing to the credit of the Issuer Account which represent the excess of the net proceeds of the issue of the Collateralised Notes over the Initial Purchase Price;
- (d) on each Payment Date following a Determination Period, any Reconciliation Amounts deemed to be Available Principal Receipts in accordance with the Cash Management Agreement;
- (e) any amount standing to the credit of the Replenishment Ledger;
- (f) any Principal Receipts (other than those Principal Receipts referred to in (a) above) that have not been applied on the immediately preceding Payment Date;
- (g) the Portfolio Option Purchase Price received by the Issuer upon sale of the Receivables comprising the Portfolio further to exercise of the Portfolio Option that is to be applied as Available Principal Receipts pursuant to the terms of the Deed Poll; and
- (h) on the Collateralised Notes Redemption Date, all amounts standing to the credit of the Cash Reserve Account (after first having applied the Cash Reserve Account Release Amount in meeting any Transaction Costs Deficit or (on or prior to the Class B Redemption Date) any Class A and Class B Revenue Deficit (as applicable) against the relevant item in the Pre-Enforcement Interest Priority of Payments in the order that they appear in the Pre-Enforcement Interest Priority of Payments and debiting such amounts from the Cash Reserve Account, on such Collateralised Notes Redemption Date).

**"Available Revenue Receipts"** in respect of a Payment Date (including, for the avoidance of doubt, the Final Maturity Date), means the amount calculated on the relevant Calculation Date being the sum of the following amounts:

- (a) in the case of the first Payment Date falling on 20 November 2020, the Revenue Receipts received from the Initial Cut-Off Date until 31 October 2020 (inclusive) and, for all subsequent Payment Dates, the Revenue Receipts received for the immediately preceding Monthly Period, or, if a Determination Period, Calculated Revenue Receipts, in each case, excluding an amount equal to any Reconciliation Amounts to be applied as Available Principal Receipts on that Payment Date;
- (b) interest payable to the Issuer on the Issuer Account (other than the Swap Collateral Cash Account or any Swap Collateral Custody Account) received during the immediately preceding Monthly Period;

- (c) on each Payment Date following a Determination Period, any Reconciliation Amounts deemed to be Available Revenue Receipts in accordance with the Cash Management Agreement;
- (d) on each Payment Date up to (but excluding) the Collateralised Notes Redemption Date, the Cash Reserve Account Excess Amount;
- (e) the Cash Reserve Account Release Amount, provided that this is only available (on or prior to the Class B Redemption Date) for payments of interest on the Class A Notes or the Class B Notes and for payments of items (a) to (h) of the Pre-Enforcement Interest Priority of Payments and is applied against the relevant item in the Pre-Enforcement Interest Priority of Payments in the order that they appear in the Pre-Enforcement Interest Priority of Payments and debiting such amounts from the Cash Reserve Account;
- (f) the aggregate of all Available Principal Receipts (if any) which are applied as Surplus Available Principal Receipts;
- (g) any Revenue Receipts (other than those Revenue Receipts referred to in (a) above) that have not been applied on the immediately preceding Payment Date;
- (h) net investment earnings from Permitted Investments as calculated on the relevant Calculation Date;
- (i) the Swap Receipts (if any) to be received by the Issuer from the Interest Rate Swap Counterparty under the Swap Agreement;
- (j) in the case of the first Payment Date falling on 20 November 2020, any VAT Adjustment Amounts received from the Initial Cut-Off Date until 31 October 2020 (inclusive) and, for all subsequent Payment Dates, any VAT Adjustment Amount received for the immediately preceding Monthly Period;
- (k) the Portfolio Option Purchase Price received by the Issuer upon sale of the Receivables comprising the Portfolio further to exercise of the Portfolio Option that is to be applied as Available Revenue Receipts pursuant to the terms of the Deed Poll; and
- (l) any Principal Addition Amounts, provided that this is only available for meeting any Senior Expenses Deficit which subsists after the application of the Cash Reserve Account Release Amount,

but, for the avoidance of doubt, excluding any Issuer Retained Profit retained by the Issuer on any previous Payment Dates (without double counting any amounts excluded from the definition of Revenue Receipts).

"**Banking Act**" means the Banking Act 2009.

"**Basel III**" has the meaning given in "*Risk Factors - Regulatory initiatives may have an adverse impact on the regulatory treatment of the Notes*".

"**Basic Terms Modification**" means any modification of the terms of the relevant Class of Notes or Residual Certificates which relates to:

- (a) changing any date fixed for payment of principal or interest (including any premium) in respect of the relevant Class of Notes (other than any Benchmark Rate Modification (as defined in Condition 16.14) (*Benchmark Rate Modification*));
- (b) a modification which would have the effect of changing any day for payment of interest or any other distributions (as the case may be) in respect of such Notes or Residual Certificates (other than any Benchmark Rate Modification (as defined in Condition 16.14) (*Benchmark Rate Modification*));
- (c) changing the amount of principal or any other distributions (as the case may be) payable in respect of such Notes or the method of calculating the amounts payable in respect of the Residual Certificates (other than any Benchmark Rate Modification (as defined in Condition 16.14) (*Benchmark Rate Modification*));
- (d) the alteration of the Class A Notes Interest Rate, the Class B Notes Interest Rate, the Class C Notes Interest Rate, the Class D Notes Interest Rate, the Class E Notes Interest Rate, the Class F Notes Interest Rate or the Class X Notes Interest Rate (other than any Benchmark Rate Modification (as defined in Condition 16.14) (*Benchmark Rate Modification*));
- (e) the alteration of the majority or quorum required to pass an Extraordinary Resolution;
- (f) the alteration of the currency of payment of such Notes or Residual Certificates; or
- (g) any alteration of the definition of Basic Terms Modification.

"**BCBS**" means the Basel Committee on Banking Supervision.

"**Benchmark Rate Modification**" has the meaning given to it in Condition 16.14 (*Benchmark Rate Modification*).

"**Benchmark Rate Modification Certificate**" has the meaning given to it in Condition 16.14 (*Benchmark Rate Modification*).

"**BofA Merrill Lynch**" and "**BofA Securities**" means Merrill Lynch International.

"**BRRD**" means the EU's Bank Recovery and Resolution Directive (2014/59/EU), as amended.

"**BRRD II**" Directive (2019/879/EU) amending the BRRD.

"**BRRD Order**" means the Bank Recovery and Resolution Order 2014.

"**Business Day**" means a day other than a Saturday or Sunday on which commercial banks are generally open for business in London.

"**Calculated Principal Receipts**" means, in respect of a Determination Period, (A) 1 minus the Interest Determination Ratio multiplied by (B) all Collections received by the Issuer during such Determination Period.

"**Calculated Revenue Receipts**" means, in respect of a Determination Period, (A) the Interest Determination Ratio multiplied by (B) all Collections received by the Issuer during such Determination Period.

"**Calculation Date**" means, in relation to a Payment Date, the second Business Day prior to such Payment Date.

"**CAP**" means CAP Motor Research Ltd, Capital House, Bond Court, Leeds LS1 5EZ.

"**CAP Gold Book**" means the residual values forecasting product referred to as the "**Cap Gold Book**" as provided by CAP, or the equivalent replacement service provided by CAP.

"**Cash Management Agreement**" means the cash management agreement between the Issuer, the Cash Manager and the Trustee dated on or about the Closing Date.

"**Cash Management Fee**" means the fee payable to the Cash Manager pursuant to the Cash Management Agreement.

"**Cash Manager**" means HSBC Bank plc.

"**Cash Manager Termination Event**" means any of the events listed in Clause 10.1 (*Termination or Resignation - Cash Manager Termination Events*) of the Cash Management Agreement.

"**Cash Reserve Account**" means the account held in the name of the Issuer with the Account Bank, account number: GB73MIDL40051585531328.

"**Cash Reserve Account Excess Amount**" shall be on each Payment Date, up to (but excluding) the Collateralised Notes Redemption Date, an amount equal to the excess of the Cash Reserve Amount over the Specified Cash Reserve Account Required Balance on such Payment Date (prior to any amounts being debited from or credited to the Cash Reserve Account on such date (other than any Cash Reserve Account Release Amount)).

"**Cash Reserve Account Release Amount**" has the meaning given to it in Condition 8.9 (*Senior Expenses Deficit*) of the Conditions.

"**Cash Reserve Amount**" means all amounts standing to the credit of the Cash Reserve Account from time to time.

"**CCA**" means the Consumer Credit Act 1974, as amended by the Consumer Credit Act 2006 and associated secondary legislation.

"**Charged Transaction Documents**" means the Transaction Documents other than the Trust Deed, the Deed of Charge and the Assignment in Security.

"**Class**" or "**class**" means any of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes or the Class X Notes.

"**Class A and Class B Revenue Deficit**" shall have the meaning given to it in Condition 8.9 (*Senior Expenses Deficit*) of the Conditions.

"**Class A Margin**" means 0.83% per annum.

"**Class A Noteholders**" means the holders of the Class A Notes.

- "**Class A Notes**" means the class A notes issued by the Issuer on the Closing Date with a total initial principal amount of £493,272,000.
- "**Class A Notes Interest Amount**" has the meaning given to it in Condition 6.5 (*Interest - Interest Rates on the Notes*).
- "**Class A Notes Interest Rate**" has the meaning given to it in Condition 6.4 (*Interest - Interest Rates on the Notes*).
- "**Class A Principal Deficiency Sub-Ledger**" means a sub-ledger on the Principal Deficiency Ledger in respect of the Class A Notes maintained by the Cash Manager in accordance with the Cash Management Agreement.
- "**Class A Principal Payment Amount**" means, as at the relevant Calculation Date, the then Principal Amount Outstanding of all the Class A Notes.
- "**Class B Margin**" means 1.65% per annum.
- "**Class B Noteholders**" means the holders of the Class B Notes.
- "**Class B Notes**" means the class B notes issued by the Issuer on the Closing Date with a total initial principal amount of £26,269,000.
- "**Class B Notes Interest Amount**" has the meaning given to it by Condition 6.5 (*Interest - Interest Rates on the Notes*).
- "**Class B Notes Interest Rate**" has the meaning given to it in Condition 6.4 (*Interest - Interest Rates on the Notes*).
- "**Class B PDL Condition**" means that, on any Payment Date (prior to the application of any Cash Reserve Account Release Amount), either (i) the Class B Notes are the Most Senior Class of Notes Outstanding or (ii) the debit balance of the Class B Principal Deficiency Sub-Ledger is zero on such Payment Date.
- "**Class B Principal Deficiency Sub-Ledger**" means a sub-ledger on the Principal Deficiency Ledger in respect of the Class B Notes maintained by the Cash Manager in accordance with the Cash Management Agreement.
- "**Class B Principal Payment Amount**" means, as at the relevant Calculation Date, the then Principal Amount Outstanding of all the Class B Notes.
- "**Class B Redemption Date**" means, the Payment Date in respect of which the Cash Manager determines on the immediately preceding Calculation Date that, following the application on such Payment Date of: (i) Available Revenue Receipts in accordance with the Pre-Enforcement Interest Priority of Payments, (ii) any Cash Reserve Account Release Amount in meeting any Class A and Class B Revenue Deficit against the relevant items in the Pre-Enforcement Interest Priority of Payments in the order that they appear in the Pre-Enforcement Interest Priority of Payments and (iii) any Principal Addition Amounts in accordance with the Pre-Enforcement Principal Priority of Payments, the sum of the Available Principal Receipts would be sufficient to redeem in full the Class B Notes on such Payment Date.
- "**Class C Margin**" means 2.00% per annum.
- "**Class C Noteholders**" means the holders of the Class C Notes.
- "**Class C Notes**" means the class C notes issued by the Issuer on the Closing Date with a total initial principal amount of £29,188,000.
- "**Class C Notes Interest Amount**" has the meaning given to it by Condition 6.5 (*Interest - Interest Rates on the Notes*).
- "**Class C Notes Interest Rate**" has the meaning given to it in Condition 6.4 (*Interest - Interest Rates on the Notes*).
- "**Class C Principal Deficiency Sub-Ledger**" means a sub-ledger on the Principal Deficiency Ledger in respect of the Class C Notes maintained by the Cash Manager in accordance with the Cash Management Agreement.
- "**Class C Principal Payment Amount**" means, as at the relevant Calculation Date, the then Principal Amount Outstanding of all the Class C Notes.
- "**Class D Margin**" means 2.30% per annum.
- "**Class D Noteholders**" means the holders of the Class D Notes.
- "**Class D Notes**" means the class D notes issued by the Issuer on the Closing Date with a total initial principal amount of £11,675,000.
- "**Class D Notes Interest Amount**" has the meaning given to it by Condition 6.5 (*Interest - Interest Rates on the Notes*).

"**Class D Notes Interest Rate**" has the meaning given to it in Condition 6.4 (*Interest - Interest Rates on the Notes*).

"**Class D Principal Deficiency Sub-Ledger**" means a sub-ledger on the Principal Deficiency Ledger in respect of the Class D Notes maintained by the Cash Manager in accordance with the Cash Management Agreement.

"**Class D Principal Payment Amount**" means, as at the relevant Calculation Date, the then Principal Amount Outstanding of all the Class D Notes.

"**Class E Margin**" means 5.00% per annum.

"**Class E Noteholders**" means the holders of the Class E Notes.

"**Class E Notes**" means the class E notes issued by the Issuer on the Closing Date with a total initial principal amount of £14,594,000.

"**Class E Notes Interest Amount**" has the meaning given to it by Condition 6.5 (*Interest - Interest Rates on the Notes*).

"**Class E Notes Interest Rate**" has the meaning given to it in Condition 6.4 (*Interest - Interest Rates on the Notes*).

"**Class E Principal Deficiency Sub-Ledger**" means a sub-ledger on the Principal Deficiency Ledger in respect of the Class E Notes maintained by the Cash Manager in accordance with the Cash Management Agreement.

"**Class E Principal Payment Amount**" means, as at the relevant Calculation Date, the then Principal Amount Outstanding of all the Class E Notes.

"**Class F Margin**" means 7.00% per annum.

"**Class F Noteholders**" means the holders of the Class F Notes.

"**Class F Notes**" means the class F notes issued by the Issuer on the Closing Date with a total initial principal amount of £8,756,000.

"**Class F Notes Interest Amount**" has the meaning given to it by Condition 6.5 (*Interest - Interest Rates on the Notes*).

"**Class F Notes Interest Rate**" has the meaning given to it in Condition 6.4 (*Interest - Interest Rates on the Notes*).

"**Class F Principal Deficiency Sub-Ledger**" means a sub-ledger on the Principal Deficiency Ledger in respect of the Class F Notes maintained by the Cash Manager in accordance with the Cash Management Agreement.

"**Class F Principal Payment Amount**" means, as at the relevant Calculation Date, the then Principal Amount Outstanding of all the Class F Notes.

"**Class X Margin**" means 5.00% per annum.

"**Class X Noteholders**" means the holders of the Class X Notes.

"**Class X Notes**" means the class X notes issued by the Issuer on the Closing Date with a total initial principal amount of £23,350,000.

"**Class X Notes Interest Amount**" has the meaning given to it by Condition 6.5 (*Interest - Interest Rates on the Notes*).

"**Class X Notes Interest Rate**" has the meaning given to it in Condition 6.4 (*Interest - Interest Rates on the Notes*).

"**Class X Principal Payment Amount**" means, as at the relevant Calculation Date, the then Principal Amount Outstanding of all the Class X Notes.

"**Clean-Up Call**" means the option of the Issuer to redeem the Notes at any time after the Aggregate Principal Balance is less than 10% of the Aggregate Initial Cut-Off Date Principal Balance provided that the conditions set out in Condition 7.3 (*Redemption and Cancellation - Optional Redemption in Whole*) for redemption of the Notes are satisfied.

"**Clearing Systems**" means Clearstream, Luxembourg and Euroclear.

"**Clearstream, Luxembourg**" means the Clearstream, Luxembourg clearance system for internationally traded securities operated by Clearstream Banking, *société anonyme*, and any successor thereto.

"**Closing Date**" means 8 October 2020.



"**CMA**" means the Competition and Markets Authority.

"**Code**" means the U.S. Internal Revenue Code of 1986, as amended.

"**Collateralised Notes**" means the Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes and Class F Notes.

"**Collateralised Notes Redemption Date**" means, the Payment Date in respect of which the Cash Manager determines on the immediately preceding Calculation Date that, following the application on such Payment Date of: (i) Available Revenue Receipts in accordance with the Pre-Enforcement Interest Priority of Payments, (ii) any Cash Reserve Account Release Amount in meeting (on or prior to the Class B Redemption Date) any Class A and Class B Revenue Deficit and any Transaction Costs Deficit, against the relevant items in the Pre-Enforcement Interest Priority of Payments in the order that they appear in the Pre-Enforcement Interest Priority of Payments and (iii) any Principal Addition Amounts in accordance with the Pre-Enforcement Principal Priority of Payments, the sum of the Available Principal Receipts and all amounts standing to the credit of the Cash Reserve Account would be sufficient to redeem in full the outstanding Collateralised Notes on such Payment Date, including as the case may be, as a result of the mandatory redemption of the Collateralised Notes pursuant to Condition 7.5 (*Mandatory Redemption in full pursuant to a Portfolio Purchase*).

"**Collection Account**" means such account held at Lloyds Bank plc in the name of the Servicer for the deposit of Collections.

"**Collection Account Declaration of Trust**" means the declaration of trust granted by the Seller on 12 September 2019 in relation to a trust over the Collection Account.

"**Collections**" means, in respect of each Purchased Receivable, all amounts of cash received by the Servicer in respect of Purchased Receivables deriving from such Financing Contract or Ancillary Rights from the Obligor or a third party on and from the relevant Cut-Off Date and, for the avoidance of doubt, any amounts representing Enforcement Proceeds.

"**Common Safekeeper**" means the keeper of the Global Notes and Global Residual Certificates on behalf of the ICSDs.

"**Compounded Daily SONIA**" has the meaning given to it in Condition 6.4 (*Interest - Interest Rates on the Notes*).

"**CONC**" means the Consumer Credit Sourcebook contained in the FCA Handbook.

"**Conditions**" means the terms and conditions to be endorsed on the Notes in, or substantially in, the form set out in this Prospectus and the Trust Deed as any of the same may from time to time be modified in accordance with the Trust Deed.

"**Corporate Services Agreement**" means the corporate services agreement entered into by the Issuer, Holdings, the Share Trustee and the Corporate Services Provider on or about the Closing Date.

"**Corporate Services Provider**" means Maples Fiduciary Services (UK) Limited.

"**Couponholders**" means the holders for the time being of the Coupons appertaining to the Notes.

"**Coupons**" means the coupons appertaining to the Notes.

"**CRA15**" means the Consumer Rights Act 2015, as amended.

"**CRA Commencement Date**" means 1 October 2015.

"**CRA Regulation**" means Regulations (EC) No. 1060/2009, as amended.

"**CRD**" has the meaning given in "*Risk Factors - Regulatory initiatives may have an adverse impact on the regulatory treatment of the Notes*".

"**CRD IV-Package**" has the meaning given in "*Risk Factors - Regulatory initiatives may have an adverse impact on the regulatory treatment of the Notes*".

"**CRD V**" has the meaning given in "*Risk Factors - Regulatory initiatives may have an adverse impact on the regulatory treatment of the Notes*".

"**CRR**" means the EU Capital Requirements Regulation formally adopted by the Council and the European Parliament on 26 June 2013, and implemented in the UK on 1 January 2014, as may be amended or superseded from time to time.

"**CRR II**" has the meaning given in "*Risk Factors - Regulatory initiatives may have an adverse impact on the regulatory treatment of the Notes*".

**"Cumulative Net Loss Ratio"** means, for any Calculation Date, a ratio which shall be calculated as (a) (i) the aggregate Principal Balance of the Purchased Receivables which have become Defaulted Receivables or Voluntary Terminated Receivables or Purchased Receivables relating to Redelivery PCP Contracts, as of the end of the immediately preceding Monthly Period minus (ii) any amounts received by the Issuer in respect of any Defaulted Receivables, Voluntary Terminated Receivables or Purchased Receivables relating to Redelivery PCP Contracts (including, but not limited to, all Enforcement Proceeds and PCP Recoveries in relation to such Receivables) in any full Monthly Period immediately preceding such Calculation Date divided by (b) the sum of (i) the Aggregate Initial Cut-Off Date Principal Balance plus (ii) the Aggregate Further Cut-Off Date Principal Balance of any Further Purchased Receivables purchased prior to such Calculation Date.

**"Cure Period"** means the period until the end of the Monthly Period, which includes the thirtieth (30th) day (or, if the Seller elects an earlier date, such earlier date) after the date that the Seller became aware or was notified of a breach of any of the warranties set forth at the relevant Cut-Off Date or Purchase Date (as applicable) which the Seller has to cure or correct such breach.

**"Customary Operating Practices"** means (i) the normal operating policies and practices in respect of the origination, management, administration and collection of receivables adopted by the Servicer from time to time with respect to HP Contracts and PCP Contracts entered into by MNF; or (ii) following the replacement of the Servicer, the normal operating policies and practices in respect of the management, administration and collection of receivables adopted by the successor servicer from time to time with respect to HP Contracts and PCP Contracts.

**"Cut-Off Date"** means the Initial Cut-Off Date and each Further Cut-Off Date.

**"Declaration of Trust"** means the declaration of trust dated 16 January 2020 made by the Share Trustee.

**"Deed of Charge"** means the deed of charge dated on or about the Closing Date and entered into by the Issuer, the Interest Rate Swap Counterparty and the Trustee and includes any further or supplemental deed or charge or security granted pursuant thereto.

**"Deed Poll"** means the deed poll dated on or about the Closing Date made by the Issuer.

**"Defaulted Receivable"** means any Purchased Receivable in respect of which (a) recovery proceedings have been commenced by the Servicer and/or (b) the relevant Obligor has missed more than three consecutive scheduled monthly payments. For the avoidance of doubt, any Purchased Receivable that is subject to a payment holiday in response to Coronavirus (Covid-19) in accordance with the Customary Operating Procedures shall not be a Defaulted Receivable unless such Purchased Receivable is deemed uncollectable by the Servicer.

**"Definitive Notes"** means the Notes issued in definitive bearer form.

**"Definitive Residual Certificate"** means the Residual Certificates issued in definitive registered form.

**"Delegated Regulation"** has the meaning given in *"Risk Factors - Regulatory initiatives may have an adverse impact on the regulatory treatment of the Notes"*.

**"Delinquency Ratio"** means, on any Calculation Date, the ratio, expressed as a percentage (rounded downwards to two decimal places) of:

- (a) the Aggregate Principal Balance of each Delinquent Receivable as at the end of the Monthly Period immediately preceding such Calculation Date;
- to
- (b) the Performing Principal Outstanding Amount of the Purchased Receivables as at the end of the Monthly Period immediately preceding such Calculation Date.

**"Delinquent Receivable"** means any Purchased Receivable which (a) is more than 30 days overdue for an amount greater than £70.00 and (b) is not a Defaulted Receivable. For the avoidance of doubt, any Purchased Receivable that is subject to a payment holiday in response to Covid-19 in accordance with the Customary Operating Procedures shall not be a Delinquent Receivable unless such purchased receivable is categorised as a Delinquent Receivable prior to such payment holiday being granted.

**"Determination Period"** means a Monthly Period in respect of which the Cash Manager does not receive a Servicing Report when due from the Servicer in accordance with the Servicing Agreement.

**"Dodd-Frank Act"** means the Dodd-Frank Wall Street Reform and Consumer Protection Act, enacted on 21 July 2010, as may be amended or supplemented from time to time.

**"Early Settlement Regulations"** means the Consumer Credit (Early Settlement) Regulations 2004.

**"EBA"** means the European Banking Authority.

**"Effective Rate"** means the term annual percentage rate applicable to each Financing Contract, taking into account the Option to Purchase Fee under such Financing Contract.

**"Eligibility Criteria"** means the representations relating to Receivables, Ancillary Rights and Financing Contracts contained in Schedule 3 to the Receivables Purchase Agreement (as summarised in "*Summary of Principal Transaction Documents - Receivables Purchase Agreement*").

**"EMIR"** means Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories, known as the European Market Infrastructure Regulation (as amended).

**"Encumbrance"** means any mortgage, sub-mortgage, security assignment or assignation, standard security, charge, sub-charge, pledge, lien, right of set-off or other encumbrance or security interest of any kind, however created or arising, including anything analogous to any of the foregoing under the laws of any jurisdiction.

**"Enforcement Event"** means any of the following events:

- (a) Non-payment: the Issuer fails to pay any amount of principal or interest (other than any interest which falls to be deferred pursuant to Condition 6.2 (*Interest - Payment Dates and Interest Periods*)) in respect of the Notes or any amount in respect of the Residual Certificates, within 14 Business Days (in respect of any payment of interest due in respect of the Notes) or seven Business Days (in respect of any payment of principal due in respect of the Notes) or fourteen Business Days (in respect of any amount due in respect of the Residual Certificates) in each case after the due date for payment thereof; or
- (b) Breach of other obligations: the Issuer defaults in the performance or observance of any other obligation, condition, provision, representation or warranty binding upon or made by it under or in respect of the Notes, the Conditions, the Residual Certificates, the Residual Certificates Conditions or any Transaction Document (other than any obligation whose breach would give rise to the Enforcement Event provided for in Condition 10.1 (*Enforcement Events*)) or Residual Certificates Condition 9.1 (*Enforcement Events*)) and such default (A) is, in the opinion of the Trustee, incapable of remedy or (B) is, in the opinion of the Trustee, capable of remedy but remains unremedied for 30 days or such longer period as the Trustee may agree after the Trustee has given written notice thereof to the Issuer; or
- (c) Insolvency: an Insolvency Event occurs with respect to the Issuer; or
- (d) Unlawfulness: it is or will become unlawful for the Issuer to perform or comply with any of its obligations under or in respect of the Notes, the Conditions, the Trust Deed, the Residual Certificates, the Residual Certificates Conditions or any other Transaction Document,

provided that in the case of the occurrence of any of the events mentioned in paragraph (b) above, the Trustee shall have certified in writing that the happening of such event is in its opinion materially prejudicial to the interests of the Most Senior Class of Notes Outstanding or, where there are no Notes outstanding, the Residual Certificateholders.

**"Enforcement Notice"** means a notice given by the Trustee to the Issuer following the occurrence of an Enforcement Event declaring the Notes and/or Residual Certificates immediately due and payable.

**"Enforcement Proceeds"** means the gross proceeds from the realisation of Financed Objects in respect of Purchased Receivables and from the enforcement of any other Ancillary Rights.

**"EU"** means the European Union.

**"EU Member State"** means, as the context may require, a member state of the European Union or of the European Economic Area.

**"Euroclear"** means Euroclear Bank S.A./N.V. and any successor thereto.

**"Excess Swap Collateral"** means an amount equal to the value of the Swap Collateral (or the applicable part thereof) provided by the Interest Rate Swap Counterparty to the Issuer which is in excess of the Interest Rate Swap Counterparty's liability (prior to any netting in respect of such Swap Collateral) under the Swap Agreement as at the date of termination of the Swap Agreement which the Interest Rate Swap Counterparty is otherwise entitled to have returned to it under the terms of the Swap Agreement.

**"Exchange Act"** means the United States Securities Exchange Act of 1934, as amended.

**"Extraordinary Resolution"** means either a resolution (i) passed at a meeting of the relevant class of Noteholders or Residual Certificateholders duly convened and held in accordance with the provisions contained in the Trust Deed by a majority consisting of not less than 75% of the persons voting thereat upon a show of hands or if a poll is duly demanded by a majority consisting of not less than 75% of the votes given on such poll or (ii) in writing in accordance with the provisions of paragraph 23 of Schedule 5 to the Trust Deed.

**"FATCA"** means Sections 1471 through 1474 of the Code, any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code.

**"FCA"** means the Financial Conduct Authority.

**"FCPA"** means the U.S. Foreign Corrupt Practices Act of 1977, as amended.

**"Final Discharge Date"** means the date on which the Trustee is satisfied that all the Secured Obligations have been paid or discharged in full.

**"Final Maturity Date"** means the Payment Date falling in August 2028.

**"Final Payment Amount"** means, in respect of PCP Contracts, the final payment due under such PCP Contract and which shall be no more than the Minimum Guaranteed Future Value.

**"Financed Objects"** means the motor vehicles referred to in the Financing Contracts and financed pursuant thereto.

**"Financial Statements"** means the published financial statements of the Issuer.

**"Financing Contract"** means each HP Contract and PCP Contract entered into between an Obligor and MNF in the form of one of the Standard Form Contracts pursuant to which MNF has provided finance to an Obligor where the final payment due by the Obligor under such contract is not substantially greater than the previous payments due thereunder.

**"FOS"** means the Financial Ombudsman Service.

**"FRB Group"** means FirstRand Limited together with its subsidiaries and subsidiary undertakings.

**"FSMA"** means the United Kingdom Financial Services and Markets Act 2000.

**"FTT"** has the meaning given in *"Risk Factors - The proposed European Union financial transaction tax"*.

**"Further Cut-Off Date"** means, in respect of a Further Purchase Date, the last day of the Monthly Period immediately preceding such Further Purchase Date.

**"Further Purchase Date"** means a Payment Date falling in the Revolving Period (including, for the avoidance of doubt, if the Revolving Period ends on a Payment Date and the Revolving Period has not come to an end as a result of the occurrence of an Revolving Period Termination Event, such date).

**"Further Purchase Price"** means the amount, determined as at the Further Purchase Date, as an amount equal to the Aggregate Further Cut-Off Date Principal Balance.

**"Further Purchased Receivables"** means any Receivables purchased (or to be purchased) by the Issuer from the Seller during the Revolving Period after the Closing Date.

**"GAP"** means guaranteed asset protection insurance.

**"Global Note"** means each of the Temporary Global Note and the Permanent Global Note.

**"Global Residual Certificate"** means in respect of the Residual Certificates the global Residual Certificate in registered forms without interest coupons attached representing the Residual Certificates as more specifically described in Residual Certificates Condition 2 (*Form, Denomination and Title*).

**"Glossary of Defined Terms"** means this glossary of defined terms.

**"Gross Loss"** means the Month-end Aggregate Defaulted Receivables which fall within limb (i) of the definition of Month-end Aggregate Defaulted Receivables, the Month-end Aggregate Voluntary Terminated Receivables which fall within limb (i) of the

definition of Month-end Aggregate Voluntary Terminated Receivables and the Month-end Aggregate Redelivery PCP Receivables which fall within limb (i) of the definition of Month-end Aggregate Redelivery PCP Receivables.

**"Holdings"** means Turbo Holdings Limited.

**"HP Contract"** means each hire purchase agreement entered into between an Obligor and MNF in the form of a Standard Form Contract where the balance is amortised in monthly instalments over the period of the agreement, and which is not a PCP Contract.

**"HQLA"** has the meaning given in "Risk Factors - Regulatory initiatives may have an adverse impact on the regulatory treatment of the Notes".

**"ICSDs"** means International Central Securities Depositories, being each of Euroclear and Clearstream, Luxembourg.

**"Income Element"** means, in relation to each Purchased Receivable, all amounts to be received from or on behalf of the relevant Obligor in respect of the Receivables and PCP Recoveries and Enforcement Proceeds relating thereto other than the Principal Element of that Purchased Receivable and including, without limitation, excess mileage charges, any Option to Purchase Fee, any amounts payable by an Obligor in respect of refurbishment charges, repairs, wear-and-tear, recovery charges and other similar types of charges, charges payable as a result of a late payment under a Financing Contract, fees for any extension of the term of a Financing Contract, any other administrative fees payable under a Financing Contract including any capitalised fees and interest (excluding any interest accrued prior to but excluding the relevant Cut-Off Date immediately preceding the Purchase Date and VAT Components).

**"Initial Cash Reserve Amount"** means £5,195,410 (being equal to one per cent of the aggregate Principal Amount Outstanding of the Class A Notes and the Class B Notes on the Closing Date).

**"Initial Cut-Off Date"** means 31 August 2020.

**"Initial Purchase Price "** means £583,754,049.

**"Initial Purchased Receivables Pool"** means the pool of Receivables purchased by the Issuer from the Seller on the Closing Date in accordance with the Receivables Purchase Agreement, and each such Receivable is an **"Initial Purchased Receivable"**.

**"Initial S&P Global Required Rating"** has the meaning given in "Triggers Table – Rating Triggers Table".

**"Insolvency Act"** means the Insolvency Act 1986, as amended.

**"Insolvency Event"**, in respect of a company, means:

- (a) such company is or becomes or is declared to be insolvent or unable to pay its debts or suspends or threatens to suspend making payments (whether of principal or interest) with respect to all or any class of its debts;
- (b) the value of the assets of such company is less than the amount of its liabilities, taking into account its contingent and prospective liabilities;
- (c) a moratorium is declared in respect of any indebtedness of such company;
- (d) the commencement of negotiations with one or more creditors of such company with a view to a general readjustment, rescheduling or deferral of any indebtedness of such company or proposal to commence such negotiations;
- (e) any corporate action, legal proceedings or other procedure or step is taken (whether out of court or otherwise) in relation to:
  - (i) the liquidation, administration, curatorship, custodian/guardianship, winding-up or dissolution (and, in each case, whether provisional or final) of such company or its estate, or the authorisation of the commencement of business rescue proceedings in respect of such company;
  - (ii) the appointment of an Insolvency Official (excluding, in the case of the Issuer, the Trustee) in relation to the Issuer or in relation to the whole or any part of the undertaking of the company or the relevant company requests the appointment of such Insolvency Official;
  - (iii) an encumbrancer (excluding, in the case of the Issuer, the Trustee) taking possession of the whole or any part of the undertaking or assets of such company;
  - (iv) the making of an arrangement, composition or compromise (including, without limitation, by way of voluntary arrangement, scheme of arrangement, restructuring plan under Part 26A of the Companies Act or otherwise) with any creditors (or any class of creditors) of such company, a reorganisation of such company, a conveyance to or

assignment for the benefit of creditors of such company (or any class of creditors) or the making of an application to a court of competent jurisdiction for protection from the creditors of such company (or any class of creditors);

- (v) any act which, if such act was committed by an individual, would be any act of insolvency under the applicable insolvency legislation of the relevant jurisdiction to which such company is subject; and
- (vi) any analogous procedure or step is taken in any jurisdiction; or
- (f) any distress, execution, diligence, attachment or other process being levied or enforced or imposed upon or against the whole or any material part of the undertakings or assets of such company (excluding in the case of the Issuer, by the Trustee) and such order, appointment, possession or process (as the case may be) not being discharged or otherwise ceasing to apply within 30 days.

**"Insolvency Official"** means, in respect of any company, a liquidator, provisional liquidator, curator, administrator (whether appointed by the court or otherwise), administrative receiver, receiver or manager, nominee, supervisor, trustee in bankruptcy, conservator, guardian, business rescue practitioner, the viscount or other similar official in respect of such company or in respect of all (or substantially all) of the company's assets or in respect of any arrangement or composition with creditors or any equivalent or analogous officer under the law of any jurisdiction.

**"Insurance Claims"** means any claims against any car insurer in relation to any damaged or stolen Financed Object and any claims made under any GAP or PPI insurance contracts (to the extent such contract is not an Ancillary Product) entered into by the Obligors in connection with the Financing Contracts.

**"Insurance Proceeds"** means any proceeds or monetary benefit in respect of any Insurance Claims.

**"Interest Amount"** has the meaning set out in Condition 6.5 (*Interest - Interest Rates on the Notes*).

**"Interest Determination Date"** means the fifth Business Day before the Payment Date for which the rate will apply.

**"Interest Determination Ratio"** means, on any Payment Date, (a) the aggregate Revenue Receipts calculated in the three preceding Monthly Periods in respect of which all relevant Servicing Reports are available (or, where there are not at least three such previous Monthly Periods, any such previous Monthly Periods) divided by (b) the aggregate of all Revenue Receipts and all Principal Receipts calculated in such Servicing Reports.

**"Interest Period"** means:

- (a) in respect of the first Payment Date, the period commencing on (and including) the Closing Date and ending on (but excluding) the Payment Date falling on 20 November 2020; and
- (b) in respect of any subsequent Payment Date, the period commencing on (and including) the preceding Payment Date and ending on the calendar day preceding the relevant Payment Date.

**"Interest Rate Swap Counterparty"** means J.P. Morgan AG in its capacity as interest rate swap counterparty pursuant to the Swap Agreement.

**"Interest Rate Swap Transaction"** means the interest rate swap transaction as evidenced by a confirmation dated on or about 1 October 2020 and each transaction evidenced by a confirmation entered into on any Further Purchase Date, each entered into between the Issuer and the Interest Rate Swap Counterparty and governed by the terms of the Swap Agreement.

**"Interest Shortfall"** means the Accrued Interest that is not paid on a Note on the Payment Date related to the relevant Interest Period in which it accrued.

**"Investor Report"** means the report so named to be prepared by the Cash Manager setting out details of, amongst other things, payments on the Purchased Receivables and the Notes and published on the website of Aldermore Group at <https://www.investors.aldermore.co.uk/bond-investors/> and the website of European DataWarehouse at <https://editor.eurodw.eu/home/index> (or any other securitisation repository registered under Article 10 of the Securitisation Regulation, or, in the absence of a securitisation repository, any website from time to time provided that such replacement or additional website conforms to the requirements set out in Article 7(2) of the Securitisation Regulation).

**"ISIN"** means the international securities identification number pursuant to the ISO - 6166 Standard.

**"ISO"** means the International Organisation for Standardization.

**"Issuer"** means Turbo Finance 9 plc.

**"Issuer Account"** means the Sterling account held in the name of the Issuer with the Account Bank, account number: GB26MIDL40051585531301.

**"Issuer Certificate"** has the meaning given to it in Condition 18.4 (*Miscellaneous – Non-Responsive Rating Agency*).

**"Issuer Covenants"** means the covenants of the Issuer as set out in Schedule 5 of the Master Framework Agreement.

**"Issuer-ICSDs Agreement"** means the agreement dated on about the Closing Date between the Issuer and the ICSDs.

**"Issuer Retained Profit"** means an amount of £1,200 per annum retained by the Issuer in accordance with the Pre-Enforcement Interest Priority of Payments.

**"Issuer Security"** means the security created over the assets of the Issuer in favour of the Trustee pursuant to the provisions of the Deed of Charge and the Assignment in Security.

**"Joint Lead Managers"** means Lloyds Bank Corporate Markets plc, BofA Merrill Lynch and MUFG Securities EMEA plc.

**"LCV"** means light commercial vehicle.

**"LCR"** has the meaning given in *"Risk Factors - Regulatory initiatives may have an adverse impact on the regulatory treatment of the Notes"*.

**"LCR Regulation"** means the Commission Delegated Regulation (EU) 2015/61 of 10 October 2014 supplementing Regulation (EU) 575/2013 with regard to the liquidity coverage requirement for Credit Institutions, as amended.

**"Liabilities"** means, in respect of any person, any losses, damages, costs, charges, awards, claims, demands, expenses, judgments, actions, proceedings or other liabilities whatsoever including reasonable legal fees and any Taxes and penalties incurred by that person, together with any VAT charged or chargeable in respect of any of the sums referred to in this definition.

**"Listing Agent"** means Arthur Cox Listing Services Limited.

**"Master Framework Agreement"** means the master framework agreement entered into between the Issuer, the Interest Rate Swap Counterparty and the Trustee and dated on or about the Closing Date.

**"Material Adverse Effect"** means, as the context may require:

- (a) a material adverse effect on the validity or enforceability of any of the Transaction Documents; or
- (b) in respect of a Transaction Party, a material adverse effect on:
  - (i) the business, operations, assets property, condition (financial or otherwise) or prospects of such Transaction Party; or
  - (ii) the ability of such Transaction Party to perform its obligations under any of the Transaction Documents; or
  - (iii) the rights or remedies of such Transaction Party under any of the Transaction Documents; or
- (c) a material and adverse effect on the ability of the Issuer to receive full and timely payment on a Purchased Receivable.

**"Minimum Guaranteed Future Value"** means, in respect of a PCP Contract, the residual value ascribed by the Seller to the Financed Object in respect of such PCP Contract as calculated with reference to the CAP Gold Book (or such other provider as the case may be) at the time the PCP Contract was entered into.

**"Minimum Post Swap Asset Yield Test"** means, on any Calculation Date the difference between:

- (a) the product of:
  - (i) the Weighted Average Effective Rate in respect of the Portfolio (including in respect of any Purchased Receivables to be purchased by the Issuer on the immediately following Payment Date); and
  - (ii) the aggregate Principal Balance of all Purchased Receivables (including any Purchased Receivables to be purchased by the Issuer on the immediately following Payment Date); and

- (b) the product of:
  - (i) the weighted average fixed rate in respect of the Interest Rate Swap Transactions entered into by the Issuer minus SONIA (including any Interest Rate Swap Transactions to be executed by the Issuer on the immediately following Payment Date); and
  - (ii) the aggregate of the Swap Notional Amounts as at the applicable Calculation Date (including any Interest Rate Swap Transactions to be executed by the Issuer on the immediately following Payment Date),

is greater than the product of:

- (c) SONIA plus 9.3%; and
- (d) the aggregate Principal Balance of all Purchased Receivables (including any Purchased Receivables to be purchased by the Issuer on the immediately following Payment Date).

**"Minimum Rating"** means, in respect of any person, such person has the following rating:

- (a) a short-term, unsecured, unsubordinated and unguaranteed debt rating of at least A-1 by S&P (if a short-term rating is assigned by S&P) and a long-term unsecured, unsubordinated and unguaranteed debt rating of at least A by S&P, or should the relevant person not benefit from a short-term unsecured, unsubordinated and unguaranteed rating of at least A-1 from S&P, a long-term unsecured, unsubordinated and unguaranteed rating of at least A+ by S&P; and
- (b) a long-term, unsecured, unguaranteed and unsubordinated debt rating of at least A3 by Moody's, or, in each case, such other credit rating which is otherwise acceptable to the relevant Rating Agency.

**"MNF"** means MotoNovo Finance Limited.

**"Money Laundering Laws"** means all applicable money laundering statutes, the rules and regulations thereunder and any related or similar rules, regulations or guidelines.

**"Month-end Aggregate Defaulted Receivables"** means, as calculated on each Calculation Date, the aggregate Principal Balance of the Purchased Receivables that (i) have become Defaulted Receivables during the Monthly Period immediately preceding the relevant Calculation Date or (ii) remain Defaulted Receivables (determined in respect of previous Calculation Dates) as at the end of such Monthly Period.

**"Month-end Aggregate Redelivery PCP Receivables"** means, as calculated on each Calculation Date, the aggregate Principal Balance of Purchased Receivables relating to Redelivery PCP Contracts (i) that are attributable to the Monthly Period immediately preceding the relevant Calculation Date or (ii) remaining Month-end Aggregate Redelivery PCP Receivables (determined in respect of previous Calculation Dates) as at the end of such Monthly Period.

**"Month-end Aggregate Voluntarily Terminated Receivables"** means, as calculated on each Calculation Date, the aggregate Principal Balance of the Purchased Receivables that (i) have become Voluntarily Terminated Receivables during the Monthly Period immediately preceding the relevant Calculation Date or (ii) remain Voluntarily Terminated Receivables (determined in respect of previous Calculation Dates) as at the end of such Monthly Period.

**"Monthly Period"** means the calendar month immediately prior to each Payment Date.

**"Moody's"** means Moody's Investors Service Ltd., or any successor to its rating business.

**"Most Senior Class of Notes Outstanding"** means the Class A Notes while they remain outstanding and thereafter the Class B Notes while they remain outstanding and thereafter the Class C Notes while they remain outstanding and thereafter the Class D Notes while they remain outstanding and thereafter the Class E Notes while they remain outstanding and thereafter the Class F Notes while they remain outstanding and thereafter the Class X Notes while they remain outstanding.

**"Non-Conforming Receivable"** means each Purchased Receivable in respect of which any representation or warranty set out in Schedule 3 to the Receivables Purchase Agreement proves to have been incorrect in accordance with Clause 10.1(c) (*Repurchase*) of the Receivables Purchase Agreement and has not been remedied by the Seller pursuant to the terms of Clause 10.1(c) (*Repurchase*) of the Receivables Purchase Agreement.

**"Non-Responsive Rating Agency"** has the meaning given to it in Condition 18.4 (*Miscellaneous – Non-Responsive Rating Agency*).



**"Non-STIS/LCR Compliant Receivable"** means any Purchased Receivable and its Ancillary Rights which is not compliant with Article 13 (Level 2B securitisations) of the LCR Regulation or Articles 19, 20, 21 or 22 of the Securitisation Regulation and/or with any official guidance issued in relation thereto.

"**Noteholders**" means the Class A Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders, the Class F Noteholders and the Class X Noteholders.

**"Note Principal Payment"** has the meaning given to it by Condition 7.7 (*Redemption and Cancellation - Note Principal Payment*).

"**Notes**" means the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class X Notes collectively.

**"Notification Event"** means the occurrence of any of the following events:

- (a) Breach by the Seller: The Seller is in breach of its obligations under the Receivables Purchase Agreement, but only if: (i) such breach, where capable of remedy, is not remedied to the reasonable satisfaction of the Issuer within 90 calendar days and (ii) any of S&P and/or Moody's shall have provided confirmation that the then current ratings of the Notes will be withdrawn, downgraded or qualified as a result of such breach, and provided further that: (A) this provision shall only be applicable if the Seller has not delivered a certificate to the Issuer and the Trustee that the occurrence of such event does not impact the designation as a "simple, transparent and standardised" securitisation (within the meaning of the Securitisation Regulation) in respect of the Notes; and (B) this provision shall be subject to such amendment as the Seller may require so long as the Seller delivers a certificate to the Issuer and the Trustee that the amendment of such event does not impact the designation as a "simple, transparent and standardised" securitisation (within the meaning of the Securitisation Regulation) in respect of the Notes;
- (b) Insolvency Event: An Insolvency Event, in respect of the Seller or the Servicer;
- (c) Seller Call: The Seller calling for perfection or transfer of legal title by serving notice in writing to that effect on the Issuer and the Trustee;
- (d) Severe Deterioration Event: Where all or any part of the property, business, undertakings, assets or revenues of the Seller having an aggregate value in excess of 10% of the total assets of the Seller having been attached as a result of any distress, execution or diligence being levied or any encumbrancer taking possession or similar attachment and such attachment having not been lifted within 30 days, unless such event will not materially prejudice the ability of the Seller to observe or perform its obligations under the Transaction Documents or the enforceability or collectability of the Purchased Receivables;
- (e) Illegality: It becomes impossible or unlawful for MNF to continue its business and/or discharge its obligations as contemplated by the Transaction Documents and as a result, in the reasonable opinion of the Trustee, there is, or is likely to be, a Material Adverse Effect on the ability of MNF to perform its obligations under the Transaction Documents or the enforceability, collectability or origination of the Purchased Receivables is or is likely to be materially prejudiced; or
- (f) Servicer Replacement Event: Unless otherwise agreed by the Trustee, a Servicer Replacement Event.

"**NSFR**" has the meaning given in "Risk Factors - Regulatory initiatives may have an adverse impact on the regulatory treatment of the Notes".

**"Obligor"** means, in respect of a Receivable, a Person (including consumers and businesses) obliged to make payments under a Financing Contract.

"OFAC" means the Office of Foreign Assets Control of the US Department of the Treasury.

**"Offering"** means the offering in connection with the Prospectus.

"OFT" means the Office of Fair Trading.

**"Option to Purchase Fee"** means, in respect of a HP Contract or PCP Contract, the fee required to be paid by the Obligor under the Financing Contract in order to purchase the Financed Object.

**"Original LTV"** means, in relation to each Purchased Receivable, the loan-to-value ratio as of the date of origination of such Purchased Receivable.

**"Originator"** means MNF.

"**Outstanding**" means, in relation to the Notes of the relevant class, all the Notes issued other than:

- (a) those Notes which have been redeemed in full pursuant to the Trust Deed and the Conditions;
- (b) those Notes in respect of which the date for redemption in accordance with the Conditions has occurred and the redemption moneys (including premium (if any) and all interest payable thereon) have been duly paid to the Trustee or to the Paying Agent, as applicable, in the manner provided in the Paying Agency Agreement (and where appropriate notice to that effect has been given to the relevant Noteholders in accordance with the Conditions) and remain available for payment against presentation of the relevant Notes;
- (c) those Notes which have become void under Condition 12 (*Prescription*);
- (d) (for the purpose only of ascertaining the Principal Amount Outstanding of the Notes and without prejudice to the status for any other purpose of the relevant Notes) those Notes which are alleged to have been lost, stolen or destroyed and in respect of which replacements have been issued pursuant to Condition 13 (*Replacement of Notes*) and those mutilated or defaced Notes which have been surrendered and cancelled and in respect of which replacements have been issued pursuant to Condition 13 (*Replacement of Notes*); and
- (e) any Global Note to the extent that it shall have been exchanged for another Global Note in respect of the Notes of the relevant class or for the Notes of the relevant class in definitive form pursuant to its provisions,

in relation to the Residual Certificates, all the Residual Certificates issued other than:

- (a) those Residual Certificates which have been cancelled in accordance with Residual Certificates Condition 6 (*Residual Payments*);
- (b) those Definitive Residual Certificates which have become void under Residual Certificates Condition 11 (*Prescription*);
- (c) those mutilated or defaced Definitive Residual Certificates which have been surrendered and cancelled and in respect of which replacements have been issued pursuant to Residual Certificates Condition 12 (*Replacement of the Residual Certificates*);
- (d) (for the purpose only of ascertaining the amount of Definitive Residual Certificates outstanding and without prejudice to the status for any other purpose of the relevant Definitive Residual Certificates) those Definitive Residual Certificates which are alleged to have been lost, stolen or destroyed and in respect of which replacements have been issued pursuant to Residual Certificates Condition 12 (*Replacement of the Residual Certificates*);
- (e) the Global Residual Certificates to the extent that they shall have been exchanged for the Definitive Residual Certificates, pursuant to the provisions contained therein and in the Trust Deed,

provided that for each of the following purposes, namely:

- (i) the right to attend and vote at any meeting of the Noteholders or Residual Certificateholders of any class, an Extraordinary Resolution in writing as envisaged by paragraph 23 of Schedule 5 (*Provisions for Meetings of Noteholders and Residual Certificateholders*) to the Trust Deed and any direction or request by the holders of Notes or Residual Certificates of any class;
- (ii) the determination of how many and which Notes or Residual Certificates are for the time being outstanding for the purposes of Clauses 9 (*Enforcement*) and 10 (*Proceedings*) of the Trust Deed, Condition 10 (*Enforcement Events*) or Residual Certificates Condition 9 (*Enforcement Events*), Condition 11 (*Enforcement*) or Residual Certificates Condition 10 (*Enforcement*) and Schedule 5 (*Provisions for Meetings of Noteholders and Residual Certificateholders*) to the Trust Deed;
- (iii) any right, discretion, power or authority (whether contained in the Trust Deed, any other Transaction Document or vested by operation of law) which the Trustee is required, expressly or impliedly, to exercise in or by reference to the interests of the Noteholders or Residual Certificateholders or any class thereof; and
- (iv) the determination by the Trustee whether any event, circumstance, matter or thing is, in its opinion, materially prejudicial to the interests of the Noteholders or Residual Certificateholders or any class thereof,

those Notes or Residual Certificates (if any) which are for the time being held by or on behalf of or for the benefit of the Issuer, the Seller and/or any Affiliate of either of them, in each case as beneficial owner, shall (unless and until ceasing to be so held) be deemed not to remain outstanding, except in the case of any of the Seller or any Affiliate

thereof (the "**Relevant Persons**") where all of the Notes or Residual Certificates of any Class are held by or on behalf of or for the benefit of one or more Relevant Persons and (i) no other Classes exist that rank junior or pari passu to such Class or (ii) if any such other Class or Classes of Notes or Residual Certificates exist, no investor other than the Seller and/or any of its Affiliates is the beneficial owner of the Notes or Residual Certificates of such Class or Classes, in which case such Class of Notes or Residual Certificates shall be deemed to remain outstanding,

provided that, the Trustee shall assume that no such Notes or Residual Certificates are held by any of the parties referenced in the paragraph above unless notified to the contrary in writing.

"**Paying Agency Agreement**" means the paying agency agreement entered into by the Issuer, the Trustee and the Agents on or about the Closing Date.

"**Paying Agent**" means HSBC Bank plc.

"**Payment Date**" means, in respect of the first such Payment Date, 20 November 2020, and in respect of any subsequent Payment Date, the 20th of each calendar month, or, in the event such day is not a Business Day, then on the next following Business Day unless that day falls in the next calendar month, in which case the date will be the first preceding day that is a Business Day.

"**PCP Contract**" or "**PCP**" means each personal contract purchase agreement entered into between an Obligor and MNF in the form of a Standard Form Contract which provides for a balloon Final Payment Amount and under which at the end of the contract term an Obligor may choose to either: (a) make a balloon payment of the Final Payment Amount and Option to Purchase Fee and take title of the Financed Object, or (b) return the Financed Object to the Seller in lieu of making such Final Payment Amount, in each case pursuant to the terms of such contract.

"**PCP Receivable**" means any amount which is due under a PCP Contract owed to the Seller by an Obligor included, for the avoidance of doubt the Collections and the Ancillary Rights relating to such Receivable.

"**PCP Recoveries**" means, with respect to any calendar month, an amount equal to the aggregate of all amounts (other than scheduled payments) received during such month in respect of PCP Contracts with respect to which the related Financed Object was finally sold (whether to the user thereof or any other party), including the proceeds received during such month in respect of Financed Objects sold pursuant to such PCP Contracts and the amounts received during such month in respect of excess mileage pursuant to such PCP Contracts.

"**PCP Residual Value**" means, with respect to any PCP Contract, the Receivable representing the Final Payment Amount under such PCP Contract.

"**Performing Principal Outstanding Amount of the Purchased Receivables**" means, as calculated on each Calculation Date, the Aggregate Principal Balance as at the end of the immediately preceding Monthly Period less the Month-end Aggregate Defaulted Receivables, the Month-end Aggregate Voluntarily Terminated Receivables and the Month-end Aggregate Redelivery PCP Receivables, in each case as at the end of the Monthly Period immediately preceding the relevant Calculation Date.

"**Permanent Global Note**" means in respect of each Class of Notes the permanent global bearer notes without Coupons attached representing each such Class as more specifically described in Condition 2 (*Form, Denomination and Title*).

"**Permitted Investments**" means any amount standing to the credit of the Issuer Account and the Cash Reserve Account invested by the Cash Manager (acting on the instructions of the Servicer on behalf of the Issuer), provided that a Permitted Investment shall be:

- (a) Sterling gilt-edged securities;
- (b) investments in money market funds that maintain:
  - (i) A rating of at least AAAm by S&P; and
  - (ii) A rating of at least Aaa mf by Moody's; and
- (c) Sterling demand or time deposits, certificates of deposit and short-term debt obligations (including commercial paper),

provided that in all cases such investments will only be made such that there is no withholding or deduction for or on account of taxes applicable thereto and such investments:

- (i) have a maturity date on or before the immediately following Payment Date;
- (ii) may be broken or demanded by the Issuer (with no reduction in the value of such investment and at no cost to the Issuer) on or before the next following Payment Date;

- (iii) do not include any contractual provisions that would permit a redemption of such authorised investments in an amount less than the amount paid for such investments by the Issuer; and
- (iv) (other than in the case of paragraph (b) above) are rated at least (x) P-1 by Moody's and (y) A-1 by S&P (if the time to maturity of such investments is 60 days or less) or A-1+ (if the time to maturity of such investments is more than 60 days) and (z) A2 (long-term) by Moody's if the investments have a long-term rating.

**"Permitted Withdrawals"** means any withdrawals permitted to be made by the Issuer from the Accounts to the Seller pursuant to clause 8 of the Servicing Agreement.

**"Person"** means an individual, partnership, corporation (including a business trust), unincorporated association, trust, joint stock company, limited liability company, joint venture or other entity, or a government or political subdivision, agency or instrumentality thereof.

**"Portfolio"** means, on any day, the aggregate of all Purchased Receivables.

**"Portfolio Option"** means the option granted to the Portfolio Option Holder pursuant to the Deed Poll to require the Issuer to (x) sell beneficial interest in the Purchased Receivables in the Portfolio, and (y) sell legal title or, if, at the time the option is exercised, the Issuer does not hold legal title to the Purchased Receivables in the Portfolio, procure that the Seller sell legal title in the Purchased Receivables in the Portfolio, to the Portfolio Option Holder or a Third Party Purchaser, or (in case of legal title) a nominee of either of them.

**"Portfolio Option Commencement Date"** means any Payment Date (from and including) on which:

- (a) the Issuer is to make any payment in respect of the Notes and the Issuer would be required to make a deduction or withholding on account of any Tax in respect of such payment;
- (b) the Issuer would, by virtue of a change in the tax law of the Issuer's jurisdiction of incorporation (or the application or official interpretation of such tax law), be affected by such change so that it would incur a liability to tax in respect of an amount which is materially greater than the Issuer's Retained Profit; or
- (c) the Aggregate Principal Balance is less than 10% of the Aggregate Initial Cut-Off Date Principal Balance of the Purchased Receivables,

provided that, (i) in the case of limbs (a) and (b) above, the Issuer has certified to the Trustee that, following its best efforts, it has not been possible to procure the substitution as principal debtor pursuant to the Trust Deed, the Deed of Charge and in respect of the Notes of a company approved by the Trustee incorporated in some other jurisdiction where such withholding is not required and (ii) on such Payment Date, no notice from the Issuer has been delivered to the Noteholders a notice of redemption pursuant to Condition 7.3 (*Redemption and Cancellation - Optional Redemption in Whole*).

**"Portfolio Option Holder"** means, (a) (where the Residual Certificates are represented by Definitive Residual Certificates) the person who holds greater than 50 per cent. of the Residual Certificates or (where the Residual Certificates are represented by a Global Residual Certificate) the Residual Certificateholder who holds the beneficial interest in more than 50 per cent. of the Residual Certificates or (b) where no person holds greater than 50 per cent. of the Residual Certificates or, as applicable, beneficial interest in more than 50 per cent. of the Residual Certificates, the person who holds the greatest aggregate number of the Residual Certificates or, as applicable, the beneficial interest in the greatest aggregate number of the Residual Certificates.

**"Portfolio Option Purchase Price"** means the purchase price payable by the Portfolio Option Holder or the Third Party Purchaser, as applicable, in respect of the Portfolio Purchase, being an amount equal to the greater of:

- (a) the aggregate Principal Balance of the Purchased Receivables, plus any accrued interest to the purchase date, comprising the Portfolio determined as at the Calculation Date immediately preceding the Target Portfolio Purchase Completion Date; and
- (b) an amount equal to:
  - (i) the amount required by the Issuer to pay in full all amounts payable under items (a) to (h), (i), (k), (n), (p), (r), (t), (v) (w) and (x) of the Pre-Enforcement Interest Priority of Payments and items (a) and (d) to (i) (inclusive) of the Pre-Enforcement Principal Priority of Payments, in each case on the immediately following Payment Date,
  - less
  - (ii) any Available Revenue Receipts and Available Principal Receipts otherwise available to the Issuer; and

(c) zero,

in each case, plus (i) the Issuer's costs and expenses associated with transferring its interests in any Purchased Receivable to the Portfolio Option Holder or its nominee (if any) and (ii) an amount agreed between the Issuer and the Portfolio Option Holder in respect of costs anticipated to be incurred by the Issuer after the Target Portfolio Purchase Completion Date.

**"Portfolio Purchase"** means a purchase of the Purchased Receivables by either the Portfolio Option Holder or the Third Party Purchaser pursuant to the exercise of the Portfolio Option.

**"Portfolio Schedule"** means, in respect of each Notice of Sale, a CD Rom or other electronic medium identifying the Receivables which are the subject of the relevant Notice of Sale.

**"Post-Enforcement Order of Priority"** means the priority of payments described in Condition 11.3 (*Enforcement - Post-Enforcement Order of Priority*) of the Conditions.

**"PPI"** means payment protection insurance.

**"Pre-Enforcement Orders of Priority"** means the Pre-Enforcement Interest Priority of Payments and the Pre-Enforcement Principal Priority of Payments.

**"Pre-Enforcement Interest Priority of Payments"** means the priority of payments described in Condition 8.8 (*Payments - Pre-enforcement orders of priority – Pre-Enforcement Interest Priority of Payment*) of the Conditions.

**"Pre-Enforcement Principal Priority of Payments"** means the priority of payments described in Condition 8.8 (*Payments - Pre-enforcement orders of priority – Pre-Enforcement Principal Priority of Payment*) of the Conditions.

**"Prepayment"** means the repayment in full or in part of a Purchased Receivable by the relevant Obligor prior to the scheduled termination date of the relevant Financing Contract.

**"Principal Addition Amounts"** shall have the meaning given to that term in Condition 8.9 (*Senior Expenses Deficit*) of the Conditions.

**"Principal Amount"** means, in relation to the Notes of the relevant class, the original principal amount of the Notes of such class on issuance.

**"Principal Amount Outstanding"** means in relation to the Notes of the relevant class, the Principal Amount less the aggregate of any principal repayments in respect of the Notes of such class made in accordance with the Conditions.

**"Principal Balance"** in respect of a Purchased Receivable (or any other Receivable, as the context may require), as at a relevant date, means the principal amount outstanding (excluding, for the avoidance of doubt, any upfront fees and any capitalised fees and/or capitalised interest) of that Purchased Receivable (or any other Receivable, as the case may be) as at the relevant Cut-Off Date less the aggregate principal repayments or reductions, as applicable, in respect of that Purchased Receivable (or any other Receivable, as the case may be) already made as at such relevant date (since the relevant Cut-Off Date) including, without double-counting, by way of (i) payments by or on behalf of the relevant Obligor(s), (ii) application of the proceeds from the sale of the relevant motor vehicle and/or (iii) a write-off in respect of the relevant Financing Contract.

**"Principal Deficiency Ledger"** means the ledger comprised of six sub-ledgers, known as the Class A Principal Deficiency Sub-Ledger, Class B Principal Deficiency Sub-Ledger, Class C Principal Deficiency Sub-Ledger, Class D Principal Deficiency Sub-Ledger, Class E Principal Deficiency Sub-Ledger and Class F Principal Deficiency Sub-Ledger, which will be established to record as a debit the Gross Loss and/or any Principal Addition Amounts and as a credit the use of any Available Revenue Receipts in accordance with the Pre-Enforcement Interest Priority of Payments.

**"Principal Element"** means in relation to each Receivable, the principal amount of that Receivable, calculated in accordance with the Customary Operating Practices.

**"Principal Receipts"** means all amounts comprising:

- (a) the Principal Element of Purchased Receivables and any PCP Recoveries and Enforcement Proceeds relating thereto (other than Purchased Receivables that have become Defaulted Receivables, Voluntarily Terminated Receivables or Purchased Receivables related to Redelivery PCP Contracts); and
- (b) any other amounts received by the Issuer in respect of the Purchased Receivables which relate to the Principal Element of such Receivables (other than Purchased Receivables that have become Defaulted Receivables, Voluntarily Terminated Receivables or Purchased Receivables related to Redelivery PCP Contracts) including, but not limited to any other amounts

payable to the Issuer on the purchase of Receivables pursuant to the Clean-Up Call, any Repurchase Amounts and any payment received by the Issuer pursuant to Clause 11 (Payment for Non-Existent Receivables) of the Receivables Purchase Agreement.

**"Priority of Payments"** means the Pre-Enforcement Orders of Priority and the Post-Enforcement Order of Priority.

**"Prospectus"** means this prospectus prepared in connection with the issue by the Issuer of the Notes.

**"Prospectus Regulation"** means Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 (as amended).

**"Provisional Payments Report"** means the payment report prepared by the Cash Manager pursuant to Condition 7.4 (*Redemption and Cancellation - Mandatory Redemption in Part*).

**"Provisional Portfolio"** means the Receivables comprised in the pool of Receivables on the Initial Cut-Off Date.

**"Provisional Portfolio Date"** means 31 August 2020.

**"Purchase Date"** means the Closing Date or a Further Purchase Date.

**"Purchase Price"** means the Initial Purchase Price and the Further Purchase Price (as applicable).

**"Purchased Receivables"** means the Receivables purchased by the Issuer from the Seller on the relevant Purchase Date in accordance with the Receivables Purchase Agreement.

**"Purchased Receivable Records"** means the original and/or any copies of the Financing Contracts and all documents, books, records and information, in whatever form or medium, relating to the Financing Contracts, including all computer tapes and discs specifying, among other things, Obligor details, the amount and dates on which payments are due and are paid under the Financing Contracts, which are from time to time maintained by the Servicer or the Seller with respect to the Purchased Receivables and/or the related Obligors.

**"RAO"** means the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, as amended.

**"Rated Notes"** means the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class X Notes, and each a **"Rated Note"**.

**"Rate-for-Risk Contracts"** means Financing Contracts which are offered to customers who are categorised as higher-risk by the Seller as determined in accordance with the Customary Operating Practices.

**"Rating Agencies"** means Moody's and S&P, each a **"Rating Agency"**.

**"Rating Agency Confirmation"** has the meaning given to it in Condition 18.4 (*Miscellaneous – Non-Responsive Rating Agency*).

**"Receivables"** means any amount which is due under a Financing Contract owed to the Seller by an Obligor including, for the avoidance of doubt but without limitation, the Ancillary Rights and all VAT Components relating to such Receivable.

**"Receivables Purchase Agreement"** means the document entitled "Receivables Purchase Agreement" and entered into between the Issuer, the Seller, the Servicer and the Trustee dated on or about the Closing Date.

**"Receiver"** or **"receiver"** means any receiver or administrative receiver who (in the case of an administrative receiver) is a qualified person in accordance with the Insolvency Act and who is appointed by the Trustee under the Deed of Charge in respect of the Issuer Security and includes more than one such receiver and any substituted receiver.

**"Reconciliation Amount"** means in respect of any Monthly Period following the end of any Determination Period (a) the actual Principal Receipts as determined in accordance with the available Servicing Reports, less (b) the Calculated Principal Receipts in respect of such Determination Period, plus (c) any Reconciliation Amount not applied in previous Monthly Periods.

**"Redelivered Vehicle"** means, if a PCP Contract is a Redelivery PCP Contract, the relevant Financed Object returned by the Obligor (or a dealer or third party on the Obligor's behalf) to the *Servicer*.

**"Redelivery PCP Contract"** means a PCP Contract under which the Obligor opts to make full and final settlement of a PCP Contract by redelivery to the Servicer of the Financed Object financed by such PCP Contract.

**"Registrar"** means HSBC Bank plc.

**"Regulated Financing Contracts"** means a Financing Contract which is regulated by the CCA.

**"Regulation S"** means Regulation S under the Securities Act.

**"Relevant Date"** means, in respect of any Notes and/or Residual Certificates, the date on which payment in respect thereof first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date seven days after the date on which notice is duly given to the Noteholders and/or Residual Certificateholders (as applicable) in accordance with Condition 17 (*Notices to Noteholders*) and/or Residual Certificates Condition 16 (*Notices to Residual Certificateholders*) that, upon further presentation of the Notes and/or Residual Certificates (as applicable) being made in accordance with the Conditions and/or Residual Certificates Conditions (as applicable), such payment will be made, provided that payment is in fact made upon such presentation.

**"Relevant Margin"** means:

- (a) in respect of the Class A Notes, the Class A Margin;
- (b) in respect of the Class B Notes, the Class B Margin;
- (c) in respect of the Class C Notes, the Class C Margin;
- (d) in respect of the Class D Notes, the Class D Margin;
- (e) in respect of the Class E Notes, the Class E Margin;
- (f) in respect of the Class F Notes, the Class F Margin; and
- (g) in respect of the Class X Notes, the Class X Margin.

**"Replacement Swap Counterparty"** means upon the termination of the Swap Agreement and replacement of the Interest Rate Swap Counterparty, such replacement swap counterparty.

**"Replacement Swap Premium"** means any replacement swap premium payable or received by the Issuer to or from a Replacement Swap Counterparty as a result of the termination of the Swap Agreement and the replacement of the Interest Rate Swap Counterparty with a Replacement Swap Counterparty.

**"Replenishment Ledger"** means the ledger of the same name maintained by the Cash Manager in accordance with the Cash Management Agreement.

**"Reporting Delegate"** means J.P. Morgan AG.

**"Reporting Delegation Agreement"** means the document entitled "Reporting Delegation Agreement" and entered into between the Issuer and the Reporting Delegate dated on or about the Closing Date.

**"Repurchase Amount"** means the amount payable by the Seller to the Issuer pursuant to the Receivables Purchase Agreement in relation to Non-Conforming Receivables or, as the case may be, any Non-STS/LCR Compliant Receivables which amount shall be the Principal Balance of the relevant Receivables together with any interest that has accrued as at the relevant Repurchase Date.

**"Repurchase Date"** means any date on which Receivables are repurchased by the Seller following a Repurchase Event.

**"Repurchase Event"** means the retransfer of a Non-Conforming Receivable or, as the case may be, any Non-STS/LCR Compliant Receivable pursuant to the terms of the Receivables Purchase Agreement.

**"Required Rating"** means:

- (a) with respect to Moody's, the long-term, unsecured and unsubordinated debt or counterparty obligations must be rated at least "A3" by Moody's; or
- (b) with respect to S&P, the Initial S&P Global Required Rating.

**"Residual Certificateholders"** means the holders of the Residual Certificates.

**"Residual Certificates"** means the 100 residual certificates issued by the Issuer on the Closing Date.

**"Residual Certificates Conditions"** means the terms and Conditions applicable to the Residual Certificates in, or substantially in, the form set out in this Prospectus and the Trust Deed as any of the same may from time to time be modified in accordance with the Trust Deed.

**"Residual Payment Amount"** means for each Residual Certificate, on each Payment Date (or, in respect of the Post-Enforcement Order of Priority, on any relevant day), the Residual Payment for that date, divided by 100.

**"Residual Payments"** means, on each Payment Date (or, in respect of the Post-Enforcement Order of Priority, on any relevant day), an amount equal to the amount available for payment to the Residual Certificateholders in accordance with the relevant Priority of Payments.

**"Restricted Party"** means a person that is:

- (a) listed on, or owned or controlled by a person listed on, a Sanctions List, or a person acting on behalf or at the direction of such a person;
- (b) located or resident in or organised under the laws of a Sanctioned Country, or is owned or controlled by, or acting on behalf or at the direction of a person located or resident in or organised under the laws of a Sanctioned Country; or
- (c) otherwise a subject of Sanctions.

**"Retained Interest"** means the randomly selected Receivables with an aggregate Principal Balance equal to at least 5% of the Principal Balance of the Purchased Receivables, that the Seller will retain and the Principal Balance of which may be reduced over time by, amongst other things, amortisation, allocation of losses or defaults on the underlying Receivables.

**"Revenue Receipts"** means all amounts comprising:

- (a) the Income Element of the Purchased Receivables (other than Purchased Receivables that have become Defaulted Receivables or Voluntarily Terminated Receivables or Purchased Receivables related to Redelivery PCP Contracts);
- (b) any amounts received by the Issuer in respect of any Defaulted Receivables, Voluntarily Terminated Receivables or Purchased Receivables related to Redelivery PCP Contracts (including but not limited to) all Enforcement Proceeds and PCP Recoveries in relation to such Receivables; and
- (c) any other amounts received by the Issuer in respect of the Purchased Receivables which is not in respect of the Principal Element of such Purchased Receivables. (other than Purchased Receivables that have become Defaulted Receivables or Voluntarily Terminated Receivables or Purchased Receivables related to Redelivery PCP Contracts), including any Repurchase Amounts, any amounts received by the Issuer pursuant to the Clean-Up Call or exercise of the Portfolio Option and any payment received by the Issuer pursuant to Clause 11 (Payment for Non-Existent Receivables) of the Receivables Purchase Agreement, in each case to the extent that the same represents a payment in respect of the Income Element of the Purchased Receivables.

**"Revolving Period"** means the period commencing on (and including) the Closing Date and ending on (and, in the case of (a), including, but otherwise excluding) the first to occur of:

- (a) the Payment Date falling in July 2021; and
- (b) the date on which a Revolving Period Termination Event occurs.

**"Revolving Period Termination Event"** means the occurrence of any of the following:

- (a) the occurrence of an Event of Default or Termination Event under the Swap Agreement (in each case as defined in the Swap Agreement);
- (b) the occurrence of an Enforcement Event which is continuing;
- (c) on any Calculation Date, the Delinquency Ratio exceeds 2.5%;
- (d) on any Calculation Date, the Cumulative Net Loss Ratio exceeds 2.5%;
- (e) on any Payment Date, the Cash Reserve Account is not funded up to the Specified Cash Reserve Account Required Balance;
- (f) the occurrence of any of the events specified in the definition of 'Notification Event';



- (g) on any two consecutive Payment Dates, the balance of the Replenishment Ledger as at the Calculation Date immediately preceding the relevant Payment Date is greater than 10 per cent of the Aggregate Initial Cut-Off Date Principal Balance; or
- (h) an amount is recorded as a debit on the Principal Deficiency Ledger as at the Calculation Date immediately preceding the relevant Payment Date and the Principal Deficiency Ledger remains in debit after the application of Available Revenue Receipts in accordance with the relevant Priority of Payments on the Payment Date immediately following such Payment Date.

"**S&P**" means S&P Global Ratings Europe Limited 'or any successor to its rating business.

"**Sanctioned Country**" means a country or territory which is, or whose government is, at any time, the subject or target of country-wide or territory-wide Sanctions.

"**Sanctions**" means any trade, economic or financial sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by a Sanctions Authority.

"**Sanctions Authority**" means:

- (a) the Security Council of the United Nations;
- (b) the United States of America;
- (c) the European Union;
- (d) the EU Member States;
- (e) other relevant sanctions authority; and
- (f) the governments and official institutions or agencies of any of paragraphs (a) to (d) above, including but not limited to OFAC, the US Department of State, Her Majesty's Treasury, the Hong Kong Monetary Authority.

"**Sanctions List**" means the Specially Designated Nationals and Blocked Persons, the Sectoral Sanctions Identifications List and the List of Foreign Sanctions Evaders maintained by OFAC, the Consolidated List of Financial Sanctions Targets and the Investment Ban List maintained by Her Majesty's Treasury, or any other Sanctions-related list maintained by a Sanctions Authority, each as amended, supplemented or substituted from time to time.

"**Scottish Declaration of Trust**" means each declaration of trust to be granted by the Seller in favour of the Issuer pursuant to Clause 3 (*Sale of Initial Purchased Receivables*) of the Receivables Purchase Agreement.

"**Scottish Financing Contract**" means any Financing Contract entered into with either (a) Obligors who are (i) consumers and (ii) resident in Scotland or (b) Obligors where the relevant Financed Object is located in Scotland, to the extent that such Financing Contracts are governed by Scots law.

"**Scottish Receivables**" means all Purchased Receivables derived from Scottish Financing Contracts.

"**Scottish Trust**" means any trust in respect of Scottish Receivables constituted pursuant to the procedures referred to in the Receivables Purchase Agreement.

"**Scottish Trust Property**" means the benefit of the Scottish Receivables and all Collections received in respect of such Scottish Receivables, together with all funds, property, interest, right, title and proceeds, deriving from or relating to such Scottish Receivables which the Seller is required to hold on trust for the Issuer.

"**Scottish Vehicle Sales Proceeds**" means vehicle sale proceeds in respect of Scottish Receivables.

"**Scottish Vehicle Sales Proceeds Floating Charge**" means each Scots law governed floating charge granted by the Seller in favour of the Issuer in respect of the Scottish Vehicle Sales Proceeds pursuant to Clause 3 (*Sale of Initial Purchased Receivables*) of the Receivables Purchase Agreement.

"**Second Required Rating**" means with respect to Moody's, the long-term, unsecured and unsubordinated debt or counterparty obligations must be rated "Baa3" or above by Moody's and, with respect to S&P, the Subsequent S&P Global Required Rating.

"**Secured Obligations**" means all duties and liabilities of the Issuer which the Issuer has covenanted with the Trustee to pay to the Noteholders, the Couponholders, the Residual Certificateholders and the other Transaction Creditors pursuant to Clause 2 (*The Issuer's Covenant to Pay*) of the Deed of Charge.

"**Securities Act**" means the U.S. Securities Act of 1933 as amended from time to time.

"**Securitisation Regulation**" means Regulation (EU) 2017/2402, together with any relevant regulatory and/or implementing technical standards adopted by the European Commission in relation thereto, any relevant regulatory and/or implementing technical standards applicable in relation thereto pursuant to any transitional arrangements made pursuant to Regulation (EU) 2017/2402, and, in each case, any relevant guidance published by the European Banking Authority, the European Securities and Markets Authority (or, in either case, any predecessor authority), the European Commission and by the Financial Conduct Authority.

"**Securitisation Tax Regulation**" Taxation of Securitisation Companies Regulations 2006 (as amended) (SI 2006/3296).

"**Seller**" means MotoNovo Finance Limited.

"**Senior Expenses Deficit**" shall have the meaning given to it in Condition 8.9 (*Senior Expenses Deficit*) of the Conditions.

"**Servicer**" means MotoNovo Finance Limited unless the engagement of MotoNovo Finance Limited as servicer of the Issuer is terminated in which case Servicer shall mean the replacement Servicer (if any).

"**Servicer Certificate**" has the meaning given to it in Condition 18.4 (*Miscellaneous – Non-Responsive Rating Agency*).

"**Servicer Fee**" means, in respect of any Payment Date, 0.75% per annum of the Aggregate Principal Balance as at the beginning of the preceding Monthly Period (or in the case of the first Payment Date, the Aggregate Principal Balance as at 1 September 2020).

"**Servicer Records**" means the original and/or any copies of all documents and records, in whatever form or medium, relating to the Services including all computer tapes, files and discs relating to the Services.

"**Servicer Replacement Event**" means any of the following events:

- (a) the Servicer fails to pay any amount due under the Servicing Agreement on the due date or on demand, if so payable, or to direct any movement of Collections as required under the Servicing Agreement and the other Transaction Documents, and such failure has continued unremedied for a period of seven Business Days after written notice or discovery of such failure by an officer of the Servicer;
- (b) the Servicer (i) fails to observe or perform in any material respect any of its covenants and obligations under or pursuant to the Servicing Agreement or any other Transaction Document to which it is a party and such failure results in a material adverse effect on the Issuer's ability to make payments in respect of the Notes and continues unremedied for a period of (x) (in the case where (y) does not apply) 60 days after the earlier of an officer of the Servicer becoming aware of such default and written notice of such failure being received by the Servicer or (y) 150 days if such delay or failure was caused by an event beyond the reasonable control of the Servicer, an act of God or other similar occurrence or (ii) fails to maintain its authorisations and permissions required under the FSMA or any other regulatory licence or approval required under the terms of the Servicing Agreement and such failure continues unremedied for a period of 60 days after the earlier of an officer of the Servicer becoming aware of such default and written notice of such failure being received by the Servicer; or
- (c) the occurrence of an Insolvency Event in relation to the Servicer.

"**Servicer's Systems**" means the Servicer's Pancredit system or any other similar portfolio data system used by the Servicer.

"**Services**" means the services to be provided by the Servicer as set out in Schedule 1 to the Servicing Agreement.

"**Servicing Agreement**" means the servicing agreement between the Servicer, the Issuer, the Seller, the Cash Manager and the Trustee dated on or about the Closing Date.

"**Servicing Report**" shall have the meaning ascribed to such term in the Master Framework Agreement.

"**Servicing Report Performance Date**" means 10 November 2020, and, in respect of each subsequent calendar month, the tenth day of each calendar month or if this is not a Business Day, the next succeeding Business Day, provided that for the purposes of this definition only "Business Day" shall mean a day other than a Saturday or Sunday on which commercial banks are generally open for business in London and Johannesburg.

"**SFTR**" means Regulation (EU) No 2015/2365 of the European Parliament and of the Council of 25 November 2015 of transparency of securities financing transactions and of reuse and amending Regulation (EU) No 648/2012 and known as the Securities Financing Transactions Regulation.

"**Share Trustee**" means Maples Fiduciary Services (UK) Limited.

**"Solvency II"** means Directive 2009/138/EC of the European Parliament and of the Council of 25 November 2009 on the taking-up and pursuit of the business of Insurance and Reinsurance.

**"Solvency II Regulation"** means Regulation (EU) 2015/35 of 10 October 2014 supplementing Solvency II.

**"SONIA"** means the Sterling Overnight Index Average.

**"SONIA Reference Rate"** has the meaning given to it in Condition 6.4 (*Interest - Interest Rates on the Notes*)

**"Specified Cash Reserve Account Required Balance"** means an amount determined:

- (a) on the Closing Date, as being equal to 1.0% of the aggregate Principal Amount Outstanding of the Class A Notes and the Class B Notes on the Closing Date; or
- (b) on a Payment Date, being equal to either:
  - (i) on each Calculation Date prior to the Calculation Date immediately prior to the Collateralised Notes Redemption Date, 1.0% of the aggregate Principal Amount Outstanding of the Class A Notes and the Class B Notes prior to the application of the Available Principal Receipts on such Payment Date subject to a minimum of £2,918,770; or
  - (ii) on the earlier of (x) the Calculation Date immediately preceding the Collateralised Notes Redemption Date, or (y) the Calculation Date immediately preceding the Final Maturity Date, zero.

**"SR Technical Standards"** has the meaning given in "*Regulatory Requirements*".

**"Standard Form Contract"** means the standard forms of Financing Contracts listed in Schedule 6 to the Master Framework Agreement or any Financing Contract which has been entered into by the Seller on terms that are substantially similar to the Standard Form Contracts or as otherwise agreed with the Issuer and the Trustee.

**"Sterling", "Pounds Sterling", "GBP" and "£"** denote the lawful currency for the time being of the United Kingdom of Great Britain and Northern Ireland.

**"STS Criteria"** has the meaning given in "*Risk Factors - Simple, Transparent and Standardised Securitisations*".

**"STS Securitisation"** has the meaning given in "*Risk Factors - Simple, Transparent and Standardised Securitisations*".

**"Subordinated Termination Payment"** means: (i) any Swap Termination Payment due and payable by the Issuer to the Interest Rate Swap Counterparty under the Swap Agreement following termination of the Swap Agreement as a result of the occurrence of any Event of Default or Termination Event (other than a Tax Event, Force Majeure, Illegality (in each case as defined in the Swap Agreement) or an Additional Termination Event set out in Parts 1(h)(i) to (iv) of the schedule to the Swap Agreement) where the Interest Rate Swap Counterparty is the Defaulting Party or the sole Affected Party (as applicable, and in each case as defined in the Swap Agreement).

**"Subscription Agreement"** means the subscription agreement between the Issuer, the Seller, the Joint Lead Managers and the Arrangers, dated on or about the Closing Date.

**"Subsequent S&P Global Required Rating"** has the meaning given in "*Triggers Table – Rating Triggers Table*".

**"Swap Agreement"** means the 1992 ISDA Master Agreement (Multicurrency - Cross Border), the associated schedule and the Swap Credit Support Document, in each case dated on 1 October 2020 and entered into between the Issuer and the Interest Rate Swap Counterparty (including each Interest Rate Swap Transaction).

**"Swap Collateral"** means any collateral posted in accordance with the Swap Credit Support Document.

**"Swap Collateral Cash Account"** means the Sterling account in the name of the Issuer, account number: GB51MIDL40051585531336, opened by the Issuer at the Account Bank into which cash amounts of Swap Collateral are transferred pursuant to the terms of the Swap Credit Support Document.

**"Swap Collateral Custody Account"** means an account in the name of the Issuer opened by the Issuer and located in England and Wales, into which securities are transferred as Swap Collateral pursuant to the terms of the Swap Credit Support Document.

**"Swap Credit Support Document"** means the credit support annex to the Swap Agreement in the form of a 1995 ISDA Credit Support Annex (Bilateral Form - Transfer) dated on 1 October 2020 and entered into between the Issuer and the Interest Rate Swap Counterparty.

**"Swap CPR Schedule"** means, in respect of each Interest Rate Swap Transaction, the expected Aggregate Principal Balance of the Initial Purchased Receivables Pool or, as the case may be, Further Purchased Receivables, in respect of each Interest Period, assuming a zero per cent. default scenario and a ten per cent. prepayment rate.

**"Swap Guarantor"** means, in respect of the Interest Rate Swap Counterparty, such guarantor as may be appointed in accordance with the provisions of the Swap Agreement.

**"Swap Notional Amount"** means, in respect of each Interest Rate Swap Transaction, the notional amount specified in the Swap CPR Schedule and which corresponds to the applicable Payment Date.

**"Swap Payments"** means, in respect of a Payment Date, the amount, if any, due from the Issuer to the Interest Rate Swap Counterparty under the Swap Agreement on such Payment Date but deducting:

- (a) any transfers of Swap Collateral to be made under the Swap Credit Support Document;
- (b) any Swap Termination Payment then due to the Interest Rate Swap Counterparty;
- (c) any payments to be made in respect of any Replacement Swap Premium; and
- (d) any payments to be made by the Issuer to the Interest Rate Swap Counterparty in respect of Tax Credits (as defined in the Swap Agreement) received by the Issuer in respect of the Swap Agreement.

**"Swap Receipts"** means, in respect of a Payment Date, the amount, if any, due from the Interest Rate Swap Counterparty under the Swap Agreement on such Payment Date, including any Swap Termination Payment then due to the Issuer from the Interest Rate Swap Counterparty to be applied in accordance with the Transaction Documents to discharge the Interest Rate Swap Counterparty's obligations upon the early termination of the Swap Agreement but deducting:

- (a) any transfers of Swap Collateral to be made under the Swap Credit Support Document; and
- (b) any payments to be made in respect of any Replacement Swap Premium.

**"Swap Termination Payment"** means a payment due to the Interest Rate Swap Counterparty by the Issuer or a payment due to the Issuer by the Interest Rate Swap Counterparty, including interest that may accrue thereon, under the Swap Agreement as a result of the termination of the Swap Agreement due to the occurrence of an Event of Default or Termination Event (in each case as defined in the Swap Agreement). For the avoidance of doubt, any such payment shall include any amount due to the Interest Rate Swap Counterparty under the Swap Agreement where the Interest Rate Swap Counterparty is the Defaulting Party or the Affected Party (in each case as defined in the Swap Agreement) but shall exclude any Subordinated Termination Payment.

**"Target Portfolio Purchase Completion Date"** means the date identified as the date on which the Portfolio Purchase is expected to be completed pursuant to the terms of the Deed Poll, which, for the avoidance of doubt shall be a Payment Date following the Portfolio Option Commencement Date.

**"Tax Authority"** means any government, state, municipal, local, federal or other fiscal, revenue, customs or excise authority, body or official anywhere in the world, including H.M. Revenue & Customs (and any successor thereto).

**"Taxes"** means any present or future taxes, levies, duties, charges, fees, deductions or withholdings of any nature whatsoever (and whatever called) imposed, assessed or levied by any competent fiscal authority having power to tax, and shall include any interest or penalties which may attach as a consequence of failure to pay on the due date and/or non-payment, and **"Tax"**, **"Taxation"**, **"taxes"**, **"tax"** and similar words shall be construed accordingly.

**"Temporary Global Note"** means in respect of each Class of Notes the temporary global bearer note without Coupons or talons attached as more specifically described in Condition 2 (*Form, Denomination and Title*).

**"Third Party Purchaser"** means a third party purchaser of the beneficial and/or legal title to the Purchased Receivables as nominated by the Portfolio Option Holder.

**"Transaction Costs Deficit"** shall have the meaning given to it in Condition 8.9 (*Senior Expenses Deficit*) of the Conditions.

**"Transaction Creditors"** means the Noteholders, the Couponholders, the Residual Certificateholders, the Trustee, any Receiver, the Paying Agent, the Registrar, the Agent Bank, the Account Bank, the Cash Manager, the Corporate Services Provider, Holdings, the Servicer, the Seller, the Interest Rate Swap Counterparty, the Reporting Delegate and any other Person expressed from time to time to be a Transaction Creditor.

**"Transaction Documents"** means the Trust Deed, the Deed of Charge, the Paying Agency Agreement, the Cash Management Agreement, the Account Agreement, the Swap Agreement, the Receivables Purchase Agreement, the Servicing Agreement, the Corporate Services Agreement, the Assignment in Security and each Scottish Declaration of Trust, each Scottish Vehicle Sales Proceeds Floating Charge, the Collection Account Declaration of Trust, the Master Framework Agreement, the Issuer-ICSDs Agreement, the Reporting Delegation Agreement and the Deed Poll.

**"Transaction Parties"** means the Issuer, Holdings, the Seller, the Servicer, the Corporate Services Provider, the Cash Manager, the Account Bank, the Trustee, the Paying Agent, the Common Safekeeper, the Agent Bank, the Interest Rate Swap Counterparty and any other party to a Transaction Document and **"Transaction Party"** means any of them.

**"Transfer Date"** means each Friday or, if such day is not a Business Day, the immediately following Business Day.

**"Trust Deed"** means the Trust Deed dated on or about the Closing Date and entered into by the Issuer and the Trustee.

**"Trustee"** means HSBC Corporate Trustee Company (UK) Limited.

**"UCTA"** means the Unfair Contract Terms Act 1977.

**"UK"** or **"the United Kingdom"** means the United Kingdom of Great Britain and Northern Ireland.

**"UK Bribery Act"** means the United Kingdom Bribery Act of 2010.

**"United Kingdom Tax Authority"** means Her Majesty's Revenue & Customs.

**"United States"** means, for the purpose of issue of the Notes and the Transaction Documents, the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, America Samoa, Wake Island and the Northern Mariana Islands).

**"Unregulated Financing Contracts"** has the meaning given in the section titled *"Consumer Credit Regulation in the UK – Consumer Credit Act 1974"*.

**"Updated Report"** has the meaning given in "Risk Factors – Regulatory Requirements".

**"UTCC Regulations"** means the Unfair Terms in Consumer Contracts Regulations 1999.

**"UTR"** means the Unfair Trading Regulations 2008.

**"Value Added Tax"** and **"VAT"** mean:

- (a) in the United Kingdom, value added tax as provided for in the Value Added Tax Act 1994 ("**VATA**") (as amended or re-enacted in each case from time to time) and legislation supplemental thereto;
- (b) in any EU Member State (as defined in section 96 VATA), the tax levied in any such EU Member State pursuant to the Council Directive of 28 November 2006 on the harmonisation of the laws of the EU Member States relating to turnover taxes - common system of value added tax: uniform basis of assessment - Directive 2006/112/EC; and
- (c) outside the United Kingdom and any EU Member State, any tax of a similar nature to value added tax (including, without limitation, sales tax),

in each case, at the rate in force when the relevant supply is made, and includes any tax of a similar nature substituted for, or levied in addition to, such tax.

**"VAT Adjustment Amount"** means an amount to be paid by the Servicer to the Issuer pursuant to the Servicing Agreement, being an amount equal to the reduction in the amount of VAT for which the Seller is required to account to HM Revenue & Customs pursuant to Regulation 38 of the Value Added Tax Regulations 1995 in respect of Financed Objects relating to Defaulted Receivables, Voluntarily Terminated Receivables or PCP Receivables relating to Redelivery PCP Contracts less an amount equal to any VAT for which the Seller is required to account to HM Revenue & Customs in respect of any disposal of Financed Objects.

**"VAT Component"** means the amount of each payment made in respect of a Receivable which represents payment in respect of the VAT charged on the original sale of the Financed Object to which the Receivable relates.

**"Volcker Rule"** means Section 619 of the Dodd-Frank Act and any relevant implementing provisions thereof.

**"Voluntarily Terminated Receivable"** means a Purchased Receivable in relation to which a Voluntary Termination has been exercised.

**"Voluntary Termination"** means the termination of a Regulated Financing Contract by the relevant Obligor pursuant to section 99 of the CCA at any time before the last payment thereunder falls due.

**"Warranties"** means the warranties and representations given by the Seller in the Receivables Purchase Agreement in relation to the Purchased Receivables (and as the context requires), and as set out in this Prospectus in sections "Warranties and Representations for the Sale of the Purchased Receivables".

**"Weighted Average Effective Rate"** means the weighted average of the Effective Rates applicable to the Purchased Receivables in the Portfolio.

**"Weighted Average Original LTV"** means the weighted average of the Original LTVs of the Purchased Receivables in the Portfolio.

**"Weighted Average Remaining Term"** means the weighted average of the outstanding time to maturity under each of the Purchased Receivables in the Portfolio.

In this Glossary of Defined Terms words denoting the singular number only shall also include the plural number and vice versa, words denoting one gender only shall include the other genders and words denoting individuals only shall include firms and corporations and vice versa.

For the avoidance of doubt and unless the context otherwise requires, any references to "ratings" or "rating" in this Prospectus are to ratings assigned by the specific Rating Agencies only.

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